

PORT OF HOOD RIVER COMMISSION
Tuesday, December 15, 2015
Marina Center Boardroom
5:00 p.m.

Regular Session Agenda

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 November 17, 2015 Fall Planning Work Session and November 17, 2015 Regular Session (*Laurie – Page 3*)
 - b. Approve DMV Lease Amendment for Marina Park Building No. 2 (*Anne – Page 11*)
 - c. Approve Contract Amendment No. 1 with Vista GeoEnvironmental for Site Engineering and Design Services at Lower Mill Not to Exceed \$6,938.10 (*Anne – Page 15*)
 - d. Approve Contract Amendment No. 2 with Visa GeoEnvironmental for Excavation Oversight Services at Lower Mill Not to Exceed \$2,500 (*Anne – Page 15*)
 - e. Approve Accounts Payable to Jaques Sharp Attorneys at Law in the Amount of \$5,298.00 (*Fred – Page 21*)
 - f. Approve Addendum to Purchase and Sale Agreement with Irene and Marvin Duniphin for Lot 300 (*Anne – Page 27*)
 4. Reports, Presentations and Discussion Items
 - a. Bridge Lift Span Update – David McCurry and David Moyano, HDR Engineering (*Michael – Page 31*)
 - b. Lot 1 Draft Report - (*Michael – Page 33*)
 - c. Urban Renewal Agency Board Makeup (*Michael – Page 49*)
 5. Director’s Report (*Michael – Page 53*)
 6. Commissioner, Committee Reports
 - a. Urban Renewal – Streich and Davies (*December 14*)
 7. Action Items
 - a. Approve Purchase Order with Bailey Bridges, Inc. for Lift Span Deck Replacement Panels Not to Exceed \$13,260.00 (*Michael – Page 65*)
 - b. Approve Purchase Order with Advanced American Construction for Fabrication of Bridge Span Guides Not to Exceed \$53,000 (*Michael – Page 71*)
 - c. Approve Resolution 2015-16-4 Regarding Sick Leave Policy for Part-time Employees (*Fred – Page 81*)
 - d. Approve Change Order No. 2 with JAL Construction for Services at Lower Mill Not to Exceed \$49,866.50 (*Anne – Page 85*)
 - e. Approve Amendment No. 1 to Disposition and Development Agreement with Sheppards for Waterfront Tax Lots 120 and 132 at Riverside and N. 2nd (*Michael – Page 89*)
 - f. Approve Amendment to Contract with Summit Strategies for Additional Services Not to Exceed \$15,600.00 (*Michael – Page 97*)
 8. Commission Call
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9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(h) Legal Counsel Regarding Potential Litigation

10. Possible Action

11. Adjourn

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

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

**Minutes of November 17, 2015 Port of Hood River Commission
Fall Planning Work Session
Marina Center Boardroom 12:00 Noon**

[Materials and handouts are attached to the bound meeting minutes]

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

Present: Commissioners Jon Davies, Fred Duckwall, Rich McBride, Brian Shortt, and Hoby Streich; Attorney Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl, John Mann, and Laurie Borton. Budget Committee members were invited but none were available to attend.

Absent: None

Media: None

President Brian Shortt called the Fall Planning Work Session to order at 12:06 p.m.

- I. **Overview/Objectives:** President Shortt began by stating this Work Session would not be concluded today and that discussions would continue in January or February prior to the spring planning and budget committee meetings. Shortt stated that he and Executive Director Michael McElwee had two previous meeting with dialogue for today’s meeting and visioning with anticipation of input from the Commission. McElwee commented today’s fall planning work session was less about staff presentation and more about discussion for topic feedback.
- II. **Financial Summary:** Chief Financial Officer Fred Kowell presented the 10-Year Financial Model with supporting financial documentation for discussion. Kowell noted a 10% reserve of net depreciable assets was being maintained per Port policy; and commented that it would be worth re-thinking the use of construction or capital index multipliers for ongoing costs and expenses rather than CPI (Consumer Price Index), which had been a previous Budget Committee suggestion. With bridge revenues providing the largest source of income for the Port, Kowell stated the new tolling system software, with implementation anticipated in 2016 during the third quarter, will have various functionalities that can be implemented over time—discounts based on zip codes and camera technology for run-through video tolling were cited as examples.
- III. **Priority Discussion Topics:**
 - A. Hood River Bridge: McElwee first updated the Commission on the October bridge allision stating the investigation continued to move slowly and that ACE, the bridge insurer, will be covering costs to November 5 so out-of-pocket costs will be incurred. HDR Engineering is estimating the lift span repair at \$200,000 and McElwee reported up to four lifts have been scheduled for later in the week in hopes that the span may rebalance itself but that a determination on what/how to repair is still needed.
 - Long-term Replacement Planning-- an updated list of tasks completed, those anticipated in the next 1-6 months, and long-term efforts to be considered in the next 1-3 years was provided for discussion. Staff will be rigorous about financing model assumptions for funding; it was also noted that when the revenue bonds are paid it is expected the same amount of debt will be incurred for the next series of ongoing projects. The Commission supported the idea of convening an annual “Summit” to inform partners of tasks completed and illustrate the process going forward; requesting the City and County add a bridge replacement to their respective TSP (transportation system plan); and making a presentation to the ODOT Region 1 ACT (area commission on transportation).
 - 2015-18 Capital Project Work Plan—no changes have been made to the Work Plan that was updated as of May 2015. The document was provided for reference.

- B. Real Estate Development Strategy: Anne Medenbach, Development & Property Manager and John Mann, Facilities Manager, lead the Commission through this discussion.
- Existing Building Assets/Condition, Role, ROI-- A summary of property holdings, performance assumptions, and anticipated 10-year investment levels was reviewed. Medenbach also reported on the needs and wants of 51 business contacts she has made within the past 18 months and her marketing analysis indicates production and warehousing as being the highest demand. Shortt commented the Commission should anticipate a decision-making exercise in January regarding debt capacity and how much risk the Commission wants to assume; i.e. keep and renovate vs. sell, etc.
 - Lot #1 – Plan, Development Goals, Schedule-- The public and Port objectives for the last remaining parcel to be developed on the Waterfront were reviewed with McElwee inquiring if this is still the right summation? An update by Walker Mac is anticipated for the December Commission meeting and it was reported that staff would be drafting a plan that lines out critical decisions with considerations for cash flow, reserves, bonded indebtedness, community needs, etc. In addition to suggesting that a Lot 1 planning narrative be added to the 10-year financial model, it was suggested that McElwee attend a URA Advisory Board meeting to give a presentation and inquire what options might be available to the Port through the Urban Renewal Agency (tax increment financing, for example).
 - Lower Mill Industrial Park – Plan, Development Goals, Schedule-- There was discussion, but no consensus, on the number of parcels to be held for development and how many should be marketed. There was consensus, however, that a Port-constructed building should be marketed for warehousing and production space that includes floor drains. Design guidelines including job density requirements will need to be developed that consider existing covenants. A marketing timeline also needs to be considered.

President Shortt recessed the work session for a break at 2:43 p.m. The meeting resumed at 2:56 p.m.

- C. Marina:
- 2016 Rates, Future Projects Work Session-- Kowell noted a 6% rate increase for the Marina for 2016 is an agenda item for the Regular Session that follows the Work Session. His forecast of a 6% increase over a 3-year period (2015-2017) is still on track. Labor costs is a big factor in Marina expenses and Kowell noted that staff needs to do a better job in offering slips from the Wait Lists to avoid a gap in revenue. Kowell noted that when the tolling software is upgraded and a web portal for online payments is available, this portal can also be used by Marina tenants which will have an impact on labor costs. Shortt commented that the Marina Ad-hoc Committee work session on November 12 was enthusiastic and positive. Conceptual ideas of what a “user’s plan” would look like for the Marina, Marina Park, and Nichols Basin were discussed, along with the proposed 6% rate increase. The question to be answered, according to Shortt, is whether the Marina is going to be run as a profit center to pay for future development for boaters, or just on a revenue-neutral basis? There was consensus from the Commission that paid parking at the boat launch lot should be considered as a revenue source to be used for guest dock and parking lot improvements (the revenue could not be used to lower tenant moorage rates). There was some discussion, however, that the Commission needs to look at how the Marina can be made more valuable and not let a committee direct the action.
- D. Airport:
- Connect VI Application-- The Port will be submitting an application for *ConnectOregon* VI funding to build a platform of infrastructure in the neighborhood of \$2.5 million that requires a 30% match. If successful, a grant agreement would not be received until fall of 2016. Century West Engineering, the Port’s airport master plan consultant, has provided comments that the plan could work, and the conceptual layout is acceptable to the FAA. In summary, the north apron would be renovated and expanded for new helicopter tie-downs, utilities prepared along with shovel-ready pad sites, and construction of a new av-gas/jet fuel facility to accommodate needs of local air attack firefighting and

emergency search and rescue response personnel, local aviation technology companies, visitors and residents. The south taxiway project has been slotted by the FAA for 2019-20. This will be funded 90% by the FAA with a Port match of 10%.

E. Special Projects:

- Communication Plan & Related Policies-- Genevieve Scholl, Communications & Special Projects Manager, provided a draft Communications Plan for 2015-18 for the purpose of setting in place policies and protocols, enabling development of new programs and tools to optimally communicate with constituents, stakeholders, customers, and partners. Scholl received comments from the Commission and stated she would welcome additional feedback and bring updates back to the Commission in a couple months. The Port does not currently have a social media policy and Scholl provided a sample that she likes and will likely mirror. This policy would also be brought back to the Commission for discussion.
- OneGorge Collaborative Legislative Advocacy-- Scholl reported there is good participation and no changes to approach have been identified other than looking for more actionable items. She credited Hal Hiemstra and Michelle Giguere (Summit Strategies) for their counsel related to OneGorge. "Gorgeous Night Out" events have been planned in February 2016 for Salem and Olympia.

F. Strategic Business Plan Key Projects List Update: In order to be considered for state funding, projects need to be identified on our Key Projects List. This List identifies project cost, timeframe, funding source, and priority/status. The fall 2015 List will be brought back to the Commission for further discussion in January with a final approval in spring 2016 and submittal to the state.

IV. **Strategic Vision Discussion:** Shortt explained the purpose of this discussion was not intended to solve issues but to start a visionary discussion on what kind of key leadership role that Port can undertake in the next 10-20 years regarding the following topics:

- Future Roles and Responsibilities of the Port
- Future Challenges and Opportunities
- A Future Without the Bridge
- What is the Port's Role (if any) in the Following Areas: *Agriculture, Education (Consider K-12, Post-Secondary), Technology, Parks & Recreation, Regional Advocacy/Collaboration, Transportation, Business Recruitment, Economic Development*
- What Operational Goals Should the Port Consider

The Port may not have direct 'ownership' but with a Mission to "initiate, promote and maintain quality of life and a healthy economy throughout the Port District and the Columbia River Gorge," Shortt said the Port needs to be at the table when topics are discussed. For example, the Port helps companies provide jobs but there is a disconnect with affordable housing, so how can the Port help? Shortt said that he would also like to invite other entities (e.g. ports, cities, counties, ODOT/WSDOT) into discussions. Initial feedback from the Commission included consideration for statutory constraints; these are good topics but first we need to be the best Port that we can be; and we own some topics but others we play a supporting role only.

President Shortt thanked staff for their preparation and for the good participation of the group. The Work Session was adjourned at 4:55 p.m. and the Regular Meeting of the Port Commission immediately followed.

Respectfully Submitted:

Laurie Borton

ATTEST:

Brian Shortt, President, Port Commission

Jon Davies, Secretary, Port Commission

Follow-up items:

CPI - use construction or capital index multiplier for ongoing costs & expenses instead?

Bridge Payments - cell phone payment technology at tollbooth

Bridge Replacement - convene annual summit for outreach on replacement efforts

Bridge Replacement - get bridge on city/county TSP lists and continue OneGorge advocacy

Development Strategy - does job requirement (1 employee per 1,000 SF) need to be reviewed? Appropriate for Lower Mill but perhaps not for the waterfront?

Development Strategy - look at real estate holdings and develop model of revenue, improvements, sell, develop, etc. based on Mission Statement.

Development Strategy - consider policy for incubator tenants; i.e. in building for 'x' amount of time then move on

Development Strategy - review Real Estate Broker Policy

Lower Mill - work on design guidelines and review existing covenants

Lot 1 - presentation to URA advisory board

Lot 1 - develop plan that lines out critical decisions with considerations for cash flow, reserves, bonded indebtedness

Communications Plan - re media, presentations-move to forefront re transparency; under Goal 5 (education and workforce initiatives--is 2nd bullet too ambitious and do liability and/or time constraints need to be considered; does Goal 6 (economic development initiatives) does the 3rd bullet relate to incubator space?

Records Management - prepare timeline and calendar of tasks for spring planning

SBP - revise dates that may be too aggressive; source correction for Bridge EIS funding

SBP - provide revised list for Commission approval spring 2016; submit annual updates to the state

Visionary Discussion - to continue in January/February 2016; invite discussions with other entities (ports, cities, counties)

Port of Hood River Commission
Regular Session Meeting Minutes of November 17, 2015
Marina Center Boardroom

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

Present: Commissioners Hoby Streich, Jon Davies, Fred Duckwall, Rich McBride, and Brian Shortt; Port Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, and Laurie Borton

Absent: From staff, Genevieve Scholl

Media: None

1. Call to Order: Upon conclusion of the Fall Planning Work Session, President Shortt called the Regular Session meeting to order at 5:00 p.m.

a. Modifications, Additions to Agenda: Consent Agenda items related to 2016 T-Hangar and Moorage rates were moved to Action Items for discussion; and a revised Change Order amount for JAL Corporation under Action Item 6d was noted.

2. Public Comment: None.

3. Consent Agenda:

- a. Approve Minutes of November 3, 2015 Regular Session.
- b. ~~Approve T-Hangar Rates for 2016.~~ [Moved to Action Items.]
- c. ~~Approve Moorage Rates for 2016.~~ [Moved to Action Items.]

Motion: Move to approve Consent Agenda, as modified.

Move: Duckwall

Second: Davies

Vote: **Aye:** Davies, Duckwall, McBride, Shortt, and Streich

MOTION CARRIED

4. Director’s Report: There was Commission consensus to modify the meeting schedule for December to hold one meeting on the 15th. Fred Kowell, Chief Financial Officer, reviewed financial information for the quarterly period ending September 30th. Anne Medenbach, Development & Property Manager, provided an environmental update on Lot 300, which is the parcel adjacent to the Lower Mill in Odell.

5. Commissioner, Committee Reports:

a. Urban Renewal: At the November 9 meeting, Commissioner Davies reported the agency board was informed that a Local Improvement District (“LID” – where property owners share in the cost of infrastructure improvements) was never formed for the State Street project. Davies reported this should have no affect for the Port. Streich commented that he would be meeting with City Manager Steve Wheeler later in the week to discuss how the URA moves forward, which could result in a possible format change.

b. Marina Ad-hoc: Shortt reported on the November 12 committee work session in which conceptual uses of the Marina, Marina Park and Nichols Basin were discussed was enthusiastic and positive. The committee was informed the Port Commission would consider a six percent (6%) increase

in 2016 moorage rates at tonight’s meeting. Shortt also commented that he had invited Jaime Mack and Josh Sceva to present their concept of a Community Boating Center at a future Commission meeting.

6. Action Items:

a. Approve Contract Change Order #2 with Westech Construction Inc. for \$48,849.50 for a Total Contract Amount of \$129,852.96: Medenbach reported that original estimates for excavation of wood waste at the Lower Mill was based on topographical surveys, multiple borings and test pits, and a CAD program specifically used for landfills. These initial investigations, however, stopped when “native” soils were encountered, which is a best practice. Because the log pond was much deeper than anticipated and because there were two layers in some locations and in others the test pits happened to be on high points, additional excavation resulted in an additional expense of \$48,849.50.

Motion: Move to approve Contract Change Order #2 with Westech Construction Inc. for \$48,849.50 for a Total Contract Amount of \$129,852.96.

Move: Duckwall

Second: McBride

Vote: **Aye:** Davies, Duckwall, McBride, Shortt, and Streich

MOTION CARRIED

b. Approve Contract with Divco, Inc. for an Annual HVAC Maintenance Contract in the Amount of \$22,048.22 per Legal Counsel Review: Divco has been providing semi-annual maintenance on Port HVAC units since 2014. In addition to the basic maintenance, the company was contracted to clean condenser coils and change out filters. Medenbach reported Divco is able to procure better filters for better pricing and that the filters are now being replaced per the manufacturer’s recommended schedule. Because staff is very happy with the service provided by Divco, a one year contract with a one year renewal option is recommended with a competitive bid process occurring every three years.

Motion: Move to approve contract with Divco, Inc. for an Annual HVAC Maintenance Contract in the Amount of \$22,048.22 subject to Legal Counsel review.

Move: McBride

Second: Streich

Vote: **Aye:** Davies, Duckwall, McBride, Shortt, and Streich

MOTION CARRIED

c. Approve Contract with Fine Solutions for Great Plains Software Upgrade in an Amount Not to Exceed \$26,900: Kowell reported a 2015 migration from the 2010 version of Microsoft Dynamics GP occurred in October and that Fine Solutions will provide conversion and migration assistance. In the coming months staff will receive training to develop Port business practices that will use the functionality of the new version.

Motion: Move to approve contract with Fine Solutions for Great Plains Software Upgrade in an Amount Not to Exceed \$26,900.

Move: Davies

Second: Duckwall

Vote: **Aye:** Davies, Duckwall, McBride, Streich and Shortt

MOTION CARRIED

d. Approve Change Order #1 with JAL Corporation, Inc., in the Amount of ~~\$1,825~~ \$1,600 and a Total Contract Amount of ~~\$147,048.50~~ \$146,823.50: Medenbach reported this change order for grade and fill work at the Lower Mill project was weather-related with additional days being required to de-water the site. There was also a deduct for erosion control that will be placed by others.

Motion: Move to approve Change Order #1 with JAL Corporation, Inc., in the Amount of \$1,600 and a Total Contract Amount of \$146,823.50.

Move: Duckwall

Second: McBride

Vote: **Aye:** Davies, Duckwall, McBride, Streich and Shortt

MOTION CARRIED

e. Approve T-Hangar Rates for 2016 (from Consent Agenda): Staff recommended increasing 2016 rates for all T-Hangars by a percentage of 1.35 based on the Consumer Price Index (CPI) for 2015. As has been done for the Moorage rates, Kowell indicated he would like to do a financial exercise in the near future for T-Hangars and questioned if a construction index was a more appropriate indicator than CPI?

Motion: Move to approve increase of 1.3% to the lease rate for T-Hangars at the Ken Jernstedt Airfield in 2016.

Move: McBride

Second: Duckwall

Vote: **Aye:** Davies, Duckwall, McBride, Streich and Shortt

MOTION CARRIED

f. Approve Moorage Rates for 2016 (from Consent Agenda): Commissioner McBride commented that his request to discuss moorage rates related to the \$5/month base utility fee for water/garbage/recycling; he did not question the 6% rate increase or the \$5/month base fee for electrical (or billing actual if usage exceeds the base). The utility fees originated from a Marina Ad-hoc Committee recommendation to increase revenue without creating a 'rate shock' and to break fees out for transparency.

Motion: Move to approve 2016 Moorage rates and utility charges as follows: slip, boathouse, and floatplane rate increase of 6%; flat fee of \$5/mo for water, garbage, and recycling to slip and boathouse tenants with exclusion for South Basin dock floatplane tenants; and minimum \$5/mo for electricity billed to slip and boathouse tenants but if usage is exceeded the actual cost will be billed.

Move: McBride

Second: Streich

Vote: **Aye:** Davies, Duckwall, McBride, Streich and Shortt

MOTION CARRIED

7. Commission Call: Duckwall and Davies were complimentary of the Fall Planning Work Session. McBride inquired about the replacement timeframe of the server replacement, with Kowell responded with a February timeline. As follow-on to the bridge allision incident, Streich inquired about video capability; he was informed staff would contact Gorge Networks as they are still interested in a fiber optic attachment to the bridge.

8. Executive Session: Regular Session was recessed at 5:30 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Property Transactions.

9. Possible Action: The Commission was called back into Regular Session at 6:05 p.m. No action was taken as a result of Executive Session.

10. Adjourn: President Shortt adjourned the meeting at 6:05 p.m.

Respectfully submitted,

Laurie Borton

ATTEST:

Brian Shortt, President, Port Commission

Jon Davies, Secretary, Port Commission



Prepared by: Anne Medenbach
Date: December 15, 2015
Re: DMV- Lease extension

The DMV has been a tenant in the Marina Park Building No. 2 since 2002. Last year they renewed their lease for one year with a one year option. They had stagnant rent last year as they had comps that they were paying over market rents. The new rental agreement raises the rent at an increase of 1.25% and adds two (1) year extension options with market rent to be negotiated.

This is a full service lease including janitorial services, utilities, insurance, maintenance and utilities.

Staff recommends approval of this Amendment.

RECOMMENDATION: Approve Lease Amendment with The State of Oregon, ODOT at the 610 E. Port Marina Drive, Hood River, subject to legal counsel review.

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STATE OF OREGON
LEASE AMENDMENT

This LEASE AMENDMENT, dated as of December ____, 2015, is made by and between PORT OF HOOD RIVER (Lessor) and the STATE OF OREGON, acting by and through its Department of Transportation, Driver and Motor Vehicle Services Division (Lessee).

Lessor and Lessee are parties to a lease dated December 3, 2002, as amended by lease amendment dated November 23, 2004, lease extension notice dated November 7, 2008, lease amendments dated December 14, 2010, December 24, 2012, November 8, 2013, and October 22, 2014 (herein referred to as the Lease), covering Premises described as approximately 1,200 rentable square feet of office space at the Port of Hood River, Port Marina Park, Hood River, Oregon, more particularly described as a portion of a building located at T3N R11E of the W.M, Section 30, Parcel 10098, also known as 610 E Port Marina Drive, Hood River, Hood River County, Oregon 97031.

In consideration of the mutual agreements contained herein, Lessor and Lessee agree that the Lease shall be amended as follows:

1. Term. Lessee elections to exercise its second option to extend the Lease as provided in Section 3 – Option to Extend. Accordingly, the Lease is hereby **extended for a period of one (1) year commencing January 1, 2016, and continuing through December 31, 2016.**

2. Rent. Lessee shall pay Base Rent in arrears by the 10th day of each month for the preceding month or partial month. The Base Rent for any partial month shall be prorated on a per diem basis. The monthly Base Rent for the extension shall be per the following Rent Schedule:

<u>LEASE PERIOD</u>	<u>BASE RENT</u>
01/01/2016 – 12/31/2016	\$2,450.28

3. Option to Extend. Effective **January 1, 2016**, Section 3 of the Lease is amended to include the following:

3. Option to Extend. If Lessee is not in default, Lessee shall have the option to extend this Lease for two (2) additional extension terms of one (1) year. Each extension term shall commence on the day following the expiration of the immediately preceding term. Notice exercising the extension option shall be delivered to Lessor in writing not less than ninety (90) days prior to the expiration of the then current term. Unless otherwise agreed in writing, if such notice is given, all terms and conditions of this Lease, other than the rent, shall apply during the extension term. Rent for the extension terms shall be negotiated with the goal of establishing a mutually agreed fair market rate. In the event the parties are unable to agree on a fair market rental rate for the extension term this Lease may be cancelled with no further obligation to the other. In the event the Lease is cancelled pursuant to the provisions of the previous sentence, the termination date for the then current term shall be the later of i) the natural expiration of such term or ii) a date six (6) months after written notice is given by either party to the other that a fair market rental rate for the option term can not be agreed upon. If the natural expiration of the then current term is extended pursuant to sub clause (ii) of the previous sentence, the rental rate for the extended term period shall not be increased during such extended period.

This Lease Amendment shall not become effective nor be binding on the State of Oregon or the Lessee agency until it has been executed, in the signature spaces provided below, by all parties to the Lease Amendment.

LESSOR: PORT OF HOOD RIVER

By _____

Date _____

LESSEE: STATE OF OREGON, acting by and through its
Department of Transportation, Driver and Motor Vehicles Services Division

By _____

Date _____

APPROVAL: STATE OF OREGON, acting by and through its
Department of Administrative Services

By _____
Real Estate Services

Date _____



Prepared by: Anne Medenbach
Date: November 3, 2015
Re: Vista GeoEnvironmental Services Change Orders
No. 1 and No. 2

The Port currently has two contracts with Vista GeoEnvironmental Services (Vista). The first contract is for site and utility design, grading and bid and contract support (Design) in the amount of \$19,491. The second contract was for oversight and some contractor coordination during excavation (QC) in the amount of \$4,788.84.

Design contract:

As the excavation project grew, staff determined that filing for an NPDES 1200-C permit would be required. This permit required engineered drawings to be submitted that illustrated the erosion and sediment controls that would be put in place during both the environmental clean-up and the utility/building construction. The amount requested to add to this contract is \$2,500. This will be the second amendment to that contract.

QC contract:

The excavation took one week longer than anticipated. During this week Vista provided most of the on-site oversight of the contractor for the additional eight days of work. Vista also sampled and had the woody debris tested. Once those results are back we should be able to determine if the waste is saleable. The amount requested to add to this contract is \$6,938.10. This will be the first amendment to that contract.

RECOMMENDATION:

1. Approve Contract Amendment No. 2 with Vista Geo nvironmental Services, Inc. in the amount of \$2,500, subject to legal counsel review.
2. Approve Contract Amendment No. 1 with Vista Geo nvironmental Services, Inc. in the amount of \$6,938.10, subject to legal counsel review.

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**AMENDMENT NO. 2
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 2 to the Personal Services Contract For Engineering & Related Services ("Contract") is entered into by and between Vista GeoEnvironmental Services, LLC ("Contractor") and the Port of Hood River ("Port").

RECITALS:

WHEREAS, Contractor and Port entered into a Personal Services Contract dated July 21, 2015 for Site engineering and design services for the Hanel Mill site in Odell, Oregon ("Project") for an amount not to exceed \$16,991 ("Original Contract Price"); and

WHEREAS, the Contract was amended on October 9, 2015 to include an extension of the completion date to November 30, 2015 and additional engineering support and bid services were added for an additional amount of \$2,500; and

WHEREAS, Contractor's Scope of Work has increased to include drawings for NPDES 1200-C permit, submitted to the DEQ in an addition to the Original Contract Price; and

WHEREAS, the contract completion date is extended to December 18, 2015;

NOW, THEREFORE, Port and Contractor agree that the Contract has remained in effect after the Original Completion Date and will remain in effect through the New Completion Date for Contractor to carry out the work described in Contract Exhibit A for an amount not to exceed **\$19,491.00**, and Contractor shall provide drawings required for the NPDES 1200-C application in an amount not to exceed \$2,500.00, resulting in a total Contract amount not to exceed **\$21,991.00** payable for completion of all Contractor's Contract work by December 18, 2015.

Except as changed by this Amendment No. 2, all terms of the Contract remain unchanged and in effect.

VISTA GeoEnvironmental Services, LLC

PORT OF HOOD RIVER

Carlos Garrido
Member
Date: _____
489 N. 8th Street
Hood River, OR 97031
(541) 386-6480
cgarrido@v-ges.com

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

cc: Finance Manager

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

This Amendment No. 1 to the Personal Services Contract for Engineering & Related Services ("Contract") is entered into by and between Vista GeoEnvironmental Services, LLC ("Contractor") and the Port of Hood River ("Port").

RECITALS:

WHEREAS, Contractor and Port entered into a Personal Services Contract dated October 12, 2015 for excavation oversight, quality assurance and wood waste identification for the Hanel Mill site in Odell, Oregon ("Project") for an amount not to exceed \$4,788.84 ("Original Contract Price"); and

WHEREAS, and the excavation took 8 days longer than anticipated, including weekend days; and

WHEREAS, Contractor's Scope of Work has increased to include additional oversight hours, sampling and testing of the wood waste stockpile as described in attached Exhibit A-1, resulting in an addition to the Original Contract Price;

NOW, THEREFORE, Port and Contractor agree that the Contract has remained in effect after the Original Completion Date and will remain in effect through the New Completion Date for Contractor to carry out the work described in Contract Exhibit A for an amount not to exceed **\$4,788.84**, and Contractor shall provide additional work described in attached Exhibit A-1 at rates listed in Contract Exhibit C, resulting in a total Contract amount not to exceed **\$11,726.94** payable for completion of all Contractor's Contract work by

Except as changed by this Amendment No. 1, all terms of the Contract remain unchanged and in effect.

Vista GeoEnvironmental Services, LLC

PORT OF HOOD RIVER

Carlos Garrido
Member
Date: _____
489 N. 8th Street
Hood River, OR 97031
(541) 386-6480
cgarrido@v-ges.com

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

cc: Finance Manager

Exhibit A-1

Client: Port of Hood River
 Site: Lower Hanel Mill Site
 Project: Log Pond Excavation and Grading
 Vista Proposal No.: P15-118

LABOR CATEGORY	Personnel	Mark-Up (%)	Unit	Billing Rate	Raw Rate	TASK 1		TASK 2		TOTALS	
						Extra Work (Field)	Extra Work (Office)	Extra Work (Field)	Extra Work (Office)	Hrs	\$
Principal	North, R	140.00%	HR	\$ 150.00		2.00	\$ 300.00	3.00	\$ 450.00	5.00	\$ 750.00
Snr Proj Mng'r	Garrido, C	140.86%	HR	\$ 110.00		8.00	\$ 880.00	4.00	\$ 440.00	12.00	\$ 1,320.00
Project Prof	Maddux, L	265.85%	HR	\$ 75.00		40.00	\$ 3,000.00	8.00	\$ 600.00	48.00	\$ 3,600.00
Accounting	Kimura, J	126.93%	HR	\$ 60.00		0.00	\$ -	2.00	\$ 120.00	2.00	\$ 120.00
			HR	\$ 95.00		0.00	\$ -	0.00	\$ -	0.00	\$ -
				Subtotal Direct Labor		50.00	\$ 4,180.00	17.00	\$ 1,610.00	67.00	\$ 5,790.00

EXPENSES	Mark-Up (%)	Unit	Rate	Raw Rate	TASK 1		TASK 2		TOTALS	
					QTY	\$	QTY	\$	QTY	\$
Communication	100.00%	% DL	2.00	1.00						
Lodging	10.00%	Day	\$ 121.00	\$ 110.00		\$ 83.60		\$ 32.20	0.00	\$ 115.80
Per Diem	10.00%	Day	\$ 44.000	\$ 40.00		\$ -		\$ -	0.00	\$ -
Mileage	10.00%	Miles	\$ 0.72	\$ 0.65	220.00	\$ 157.30		\$ -	220.00	\$ 157.30
Report	0.00%	Each	\$ 100.00	\$ 100.00		\$ -		\$ -	0.00	\$ -
Nuclear Gauge	0.00%	Day	\$ 40.00	\$ 40.00		\$ -		\$ -	0.00	\$ -
Soil Lab Services	0.00%	LS	\$ 250.00	\$ 250.00	3.50	\$ 875.00		\$ -	3.50	\$ 875.00
	0.00%		\$ 0.550	\$ 0.55		\$ -		\$ -	0.00	\$ -
	5.00%		\$ 78.75	\$ 75.00		\$ -		\$ -	0.00	\$ -
	9.00%		\$ 40.06	\$ 36.75		\$ -		\$ -	0.00	\$ -
	0.00%		\$ 40.00	\$ 40.00		\$ -		\$ -	0.00	\$ -
	20.00%		\$ 600.00	\$ 500.00		\$ -		\$ -	0.00	\$ -
	0.00%		\$ 15.00	\$ 15.00		\$ -		\$ -	0.00	\$ -
	10.00%		\$ 275.00	\$ 250.00		\$ -		\$ -	0.00	\$ -
	0.00%		\$ 250.00	\$ 250.00		\$ -		\$ -	0.00	\$ -
Adjustment		LS	\$ 1.00			\$ -		\$ -	0.00	\$ -
			Subtotal Expenses			\$ 1,115.90		\$ 32.20		\$ 1,148.10
			DIRECT LABOR & EXPENSES SUBTOTAL			\$ 5,295.90		\$ 1,642.20		\$ 6,938.10

SUBCONTRACTORS	Mark-Up (%)	Unit	Rate	Raw Rate	TASK 1		TASK 2		TOTALS	
					QTY	\$	QTY	\$	QTY	\$
	10.00%	EST	\$ 18.57	\$ 16.88		\$ -		\$ -	0.00	\$ -
			Subtotal Subcontractors			\$ -		\$ -	0.00	\$ -
			EXPENSES & SUBCONTRACTORS SUBTOTAL			\$ 1,115.90		\$ 32.20		\$ 1,148.10
			TASK AND PROJECT TOTALS			\$ 5,295.90		\$ 1,642.20		\$ 6,938.10

12/4/2015

Vista Consultants

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Prepared by: Fred Kowell
Date: December 15, 2015
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp Attorneys at Law	\$5,298.00
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	<u>\$5,298.00</u>
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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

RECEIVED
DEC 08 2015

CREDIT CARDS ACCEPTED

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

Page: 1
December 01, 2015
Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
ENVIRONMENTAL INSURANCE 703.00	0.00	0.00	0.00	-703.00	\$0.00
MISCELLANEOUS MATTERS JJ 190.00	1,273.00	0.00	0.00	-190.00	\$1,273.00
LEASE HALYARD BUILDING (Real Carbon Inc) 0.00	54.00	0.00	0.00	0.00	\$54.00
HANGAR LEASE (Cloud Cap/Goodrich) 76.00	0.00	0.00	0.00	-76.00	\$0.00
OREGON BUSINESS DEV IGA (State of Oregon) 19.00	0.00	0.00	0.00	-19.00	\$0.00
LEASE (Pfriem Brewing) 0.00	19.00	0.00	0.00	0.00	\$19.00
ODELL PROPERTY (Robert Hanel) 133.00	38.00	0.00	0.00	-133.00	\$38.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt) 57.00	0.00	0.00	0.00	-57.00	\$0.00
BRIDGE SOFTWARE (P Square Solutions) 57.00	0.00	0.00	0.00	-57.00	\$0.00

HOOD RIVER, PORT OF

December
Account No: PO#

Previous Balance	Fees	Expenses	Advances	Payments	Balance
PROPERTY PURCHASE (Craig W. Sheppard)					
0.00	988.00	0.00	0.00	0.00	\$988.00
CONTRACT LOT 1 PLANNING 2015 (Macy Walker)					
19.00	0.00	0.00	0.00	-19.00	\$0.00
CONTRACT (H.D.R. ENGINEERING)					
0.00	266.00	0.00	0.00	0.00	\$266.00
LOT 300 PROPERTY PURCHASE (Jack Dunivan)					
399.00	380.00	0.00	0.00	-399.00	\$380.00
HANEL SITE SOIL REMOVAL CONTRACT					
342.00	0.00	0.00	0.00	-342.00	\$0.00
CITY PARKING IGA					
304.00	1,216.00	0.00	0.00	-304.00	\$1,216.00
AIRPORT GAS HOSE CONTRACT (Mascott Equipment)					
152.00	0.00	0.00	0.00	-152.00	\$0.00
HANEL SITE ASBESTOS REMOVAL (IRS Environmental...)					
38.00	0.00	0.00	0.00	-38.00	\$0.00
HANEL SITE FILL CONTRACT (JAL Construction, Inc.)					
589.00	0.00	0.00	0.00	-589.00	\$0.00
APPRAISAL (AGCO Moore Valuation, Inc)					
95.00	0.00	0.00	0.00	-95.00	\$0.00
CONTRACT (Coles Environmental Consulting, Inc)					
76.00	0.00	0.00	0.00	-76.00	\$0.00
HANEL PROPERTY CLEANUP GRANT (OBDD; EPA; DEQ)					
779.00	0.00	0.00	0.00	-779.00	\$0.00
LOCKS CONTRACT (AssetProtection Partnership, Ltd)					
228.00	0.00	0.00	0.00	-228.00	\$0.00
WDOT SR 14 EVENT TOLLS					
57.00	0.00	0.00	0.00	-57.00	\$0.00
BARGE BRIDGE DAMAGE					
228.00	95.00	0.00	0.00	-228.00	\$95.00
HVAC MAINTENANCE CONTRACT (DIVCO, INC.)					
0.00	760.00	0.00	0.00	0.00	\$760.00
SOFTWARE CONSULTANT CONTRACT - FINE SOLUTIONS					
0.00	190.00	0.00	0.00	0.00	\$190.00

HOOD RIVER, PORT OF

December
Account No: POI

Previous Balance	Fees	Expenses	Advances	Payments	Balance
LEASE AMENDMENT (Electronics Assemblers, Inc.)					
JJ					
361.00	19.00	0.00	0.00	-361.00	\$19.00
<u>4,902.00</u>	<u>5,298.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-4,902.00</u>	<u>\$5,298.00</u>

**THIS STATEMENT REFLECTS SERVICES PROVIDED AND
PAYMENTS RECEIVED THROUGH THE 30th OF NOVEMBER
UNLESS OTHERWISE STATED**

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Prepared by: Anne Medenbach
Date: December 15, 2015
Re: Lot 300 – Addendum to Purchase and Sale Agreement

The following items have been completed regarding Lot 300:

1. The Phase 1 and Phase 2 have been completed and found no PCBs or other pollutants, except for petroleum from the smudge pots. The recommended procedure is to scrape the smudge pot areas and remove that soil to the Wasco landfill which takes petroleum contaminated soils. Total estimated cost is \$10,000.
2. The appraisal was completed and came in at \$140,000. Our offer price was \$141,000. This appraised value included \$10,000 for mitigation of the petroleum from the smudge pots, per recent unit pricing from contracts and trucking and dump fee quotes. It also considered the wetland area and that the parcel only works conjoined with a parcel that has access.
3. The County has preliminarily approved the lot line adjustment with 902 and will finalize that once we have an executed deed.
4. The final plat is completed and has been submitted to the County for recording.
5. The owners would like to close before the end of the year. Staff feels that an early closing is acceptable. The Purchase and Sale agreement allows an early closing, this amendment just clarifies it further.

RECOMMENDATION: Approve First Addendum to Purchase and Sale agreement with Irene and Marvin Dunipin for Lot 300, subject to legal counsel review.

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**FIRST ADDENDUM TO
PURCHASE AND SALE AGREEMENT**

THIS FIRST ADDENDUM TO PURCHASE AND SALE AGREEMENT (“Addendum”) is entered into this ___ day of _____, 2015 between Marvin W. Duniphin and Irene L. Duniphin, (the “Seller”), and the Port of Hood River, an Oregon municipal corporation (the “Purchaser”) and modifies that certain Purchase and Sale Agreement between the parties dated October 26, 2015 for the purchase and sale of certain real property located in Odell, Oregon described therein (“Sale Agreement”).

IT IS AGREED BETWEEN SELLER AND PURCHASER AS FOLLOWS:

Section 9.1, Closing Date, shall be replaced in its entirety, as follows:

“Unless extended by mutual written agreement by both parties, or this Agreement has been previously terminated under terms provided herein, this transaction shall close on or before December 31, 2015.”

This Addendum supersedes any conflicting terms in the Sale Agreement, and all other terms of the Sale Agreement which have not been modified or superseded by this Addendum are ratified and shall remain in full force and effect.

SELLER:

PURCHASER:

PORT OF HOOD RIVER
An Oregon municipal corporation


Marvin W. Duniphin

By: Michael McElwee
Its: Executive Director


Irene L. Duniphin

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Prepared by: Michael McElwee
Date: December 15, 2015
Re: Bridge Update Presentation

A significant amount of activity has taken place in the last five weeks related to a potential bridge allision in late summer. Staff and HDR personnel David Moyano (Vice-President) and David McCurry will provide an update on various activities.

Lift Span & Pier Engineering Assessment

On November 3, 2015, the Commission approved a Task Order with HDR Engineering to evaluate apparent damage to the lift span and pier concrete. Actions to date have included pier concrete damage inspection, tower survey, and evaluation of the lift span structural, mechanical and electrical systems. A final draft Lift Span Assessment Report is attached.

Allision Investigation

After contacting the U.S. Coast Guard, the Port retained the firm of Haglund/Kelley to investigate the potential allision. A marine surveyor was hired by H/K and a number of tasks were carried out including access to lock records, letters to each of the major tow boat operators on the Columbia River and inspection of some barges. H/K was able to identify a witness who observed a barge tow stopped under the bridge in late September. New maritime traffic records were obtained and closer scrutiny is underway now with the USCG in an attempt to identify the specific tow that may have contacted the Bridge.

Insurance

Staff has been working closely with our local agent Columbia River Insurance to take appropriate steps relative to our existing insurance policy with Ace Insurance (Ace). Ace initially assumed the potential allision was a relatively small matter. After further discussions Ace assigned a subrogation team that included a Portland adjustor and Seattle law and engineering firms. The team carried out an inspection of the bridge on November 12. Preliminary observations included the difficulty of determining when a bridge allision actually occurred and the challenge of attributing lift span damage to it.

Immediate Repairs

The lift span inspection carried out on November 20 resulted in damage to the bridge deck and span guides. That damage needs to be repaired before the lift span can be raised safely. These are action items on the agenda.

USCG Communications

Staff has been in regular contact with the USCG Northwest Division - Columbia Gorge Sector to update them on the status of the lift span. We have informed the USCG that the lift span needs to remain closed until the immediate repairs are made. They have issued a Notice to Mariners about the closure. Since the bridge spans a federal waterway, we are obligated to take immediate and sustained actions to keep it open. Following is the relevant federal regulations:

§117.36 Closure of drawbridge for emergency repair.

(a) When a drawbridge unexpectedly becomes inoperable, or should be immediately rendered inoperable because of mechanical failure or structural defect, the drawbridge owner must notify the District Commander of the closure without delay and give the reason for the emergency closure of the drawbridge and an estimated time when the drawbridge will be returned to operating condition.

(b) The District Commander will notify mariners about the drawbridge status through Broadcast Notices to Mariners, Local Notice to Mariners and any other appropriate local media.

(c) Repair work under this section must be performed with all due speed in order to return the drawbridge to operation as soon as possible.

[USCG-2001-10881, 71 FR 70308, Dec. 4, 2006]

Once the immediate repairs are completed, I believe the lift span can be operated at minimal risk for emergencies and limited river traffic if the engineers agree. The following is my last communication with USCG Steven Fischer on December 10:

My preliminary timetable, subject to further work with our engineer:

- Repairs complete that will allow emergency, "passage critical", limited height lifts-- four months.*
- Restoration of full and regular lift operations assuming no movement of north lift tower-- six to seven months*

RECOMMENDATION: Information & Discussion.



Prepared by: Michael McElwee
Date: December 15, 2015
Re: Lot #1 Plan

In March 2014, the Commission approved a contract with landscape architects Walker/Macy (Walker) to prepare a conceptual subdivision and infrastructure plan that would be the basis for preparation of a subdivision application to the City of Hood River in 2016.

The final draft of Walker/Macy's work is complete and attached for Commission review. At the meeting, staff will review the report and seeks Commission comments and direction before the report is finalized. A final presentation by Walker/Macy will occur in January.

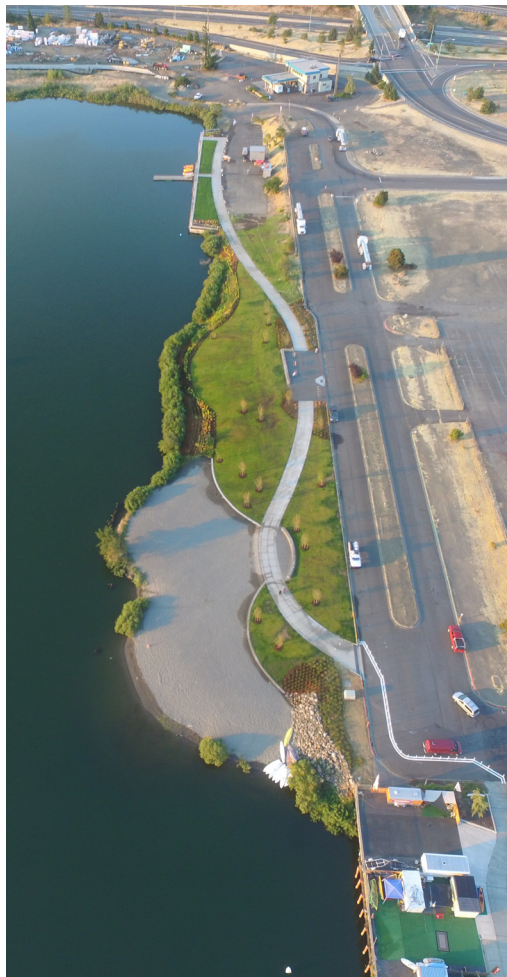
RECOMMENDATION: For review and discussion.

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LOT 1 - FINAL DEVELOPMENT PLAN

Port of Hood River, Oregon
DECEMBER 2015

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ACCOMPLISHMENTS AT THE RIVERFRONT

Much has changed on the riverfront in Hood River. Over the past decade, the area has transformed from open yards and industrial uses to a vital mix of industry and recreation that is rarely found in waterfront locations. The Port of Hood River has taken the lead in accommodating the community's desire to be connected to the waterfront with its own aspirations to provide economic and light industrial development. The two uses have been seamlessly connected to establish a mutually beneficial development plan. Businesses operate in contemporary facilities that have good vehicular access to I-84 and the surrounding region while providing their employees the benefits of being on the waterfront. The community has an unparalleled connection to the world famous Columbia River Gorge wind and water. Through a series of public open spaces, visitors and residents can directly access the river and its shores.

Lot 1 represents the largest contiguous parcel remaining on the waterfront for development. Given its gateway location, it plays a significant role in inviting the public to the river and serves as a signature example of the Port's industrial district. The Port undertook a planning effort to identify priorities and the best potential use for the site, in order to establish an approach to for its development. The work presented here is based on previous studies, most notably the Lot 1 - Preliminary Concept Plan by Group Mackenzie (February 2013). The following information summarizes the findings of the evaluation.



Portway

OPPORTUNITIES AND OBJECTIVES

Lot 1's size and location on the waterfront creates significant opportunities to establish a signature development meeting both the community's and Port's aspirations.

The Port developed the following objectives for their holdings on the riverfront which specifically relate to Lot 1:

- Jobs
- Balance of Uses
- Public Access
- High Quality Development
- Increase Economic Value

The community places high priority on continued access to the riverfront and improving its amenities. Key elements requested include:

- Sufficient parking primarily for summer use. Parking is at a premium during peak summer months especially on weekends and during events.
- Additional access for pedestrians and bicyclists. There are on-going efforts to establish connections to the riverfront. Access to the waterfront through Lot 1 is desirable.
- Preservation of views from the I-84 crossing to the river and hillsides to the north act as a link from the City to the waterfront.
- Lot 1 buildings should be of the same quality as those located along Portway and provide continuity with the existing development.

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PROCESS

The Walker Macy team was selected to engage in a study of Lot 1 and develop a scenario that enables the Port to move forward with development. Through an interactive process with the Port and the community, the site was analyzed, scenarios developed and a final approach determined. The team included KPFF civil engineers and DKS transportation consultants. During the process, there were three meetings in which the Port Commission and the public participated in a dialogue with the Port about the development. There were also discussions with the City to determine the best methods of review and approval of the final plan. Lot 1 will be developed with the requirements and framework established in the City's recent Waterfront Refinement Plan.



SITE CONTEXT

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WATERFRONT REFINEMENT PLAN DESIGNATIONS

LAND DEVELOPMENT STRATEGY

The Port has determined it will act as the developer of Lot 1 and provide parcels for subsequent development. The strategy is focused on providing very high quality parcels that will attract tenants who will enhance this important gateway and establish viable businesses for the long term. The Port is in the process of determining if the parcels will be available for a long term lease or for purchase.

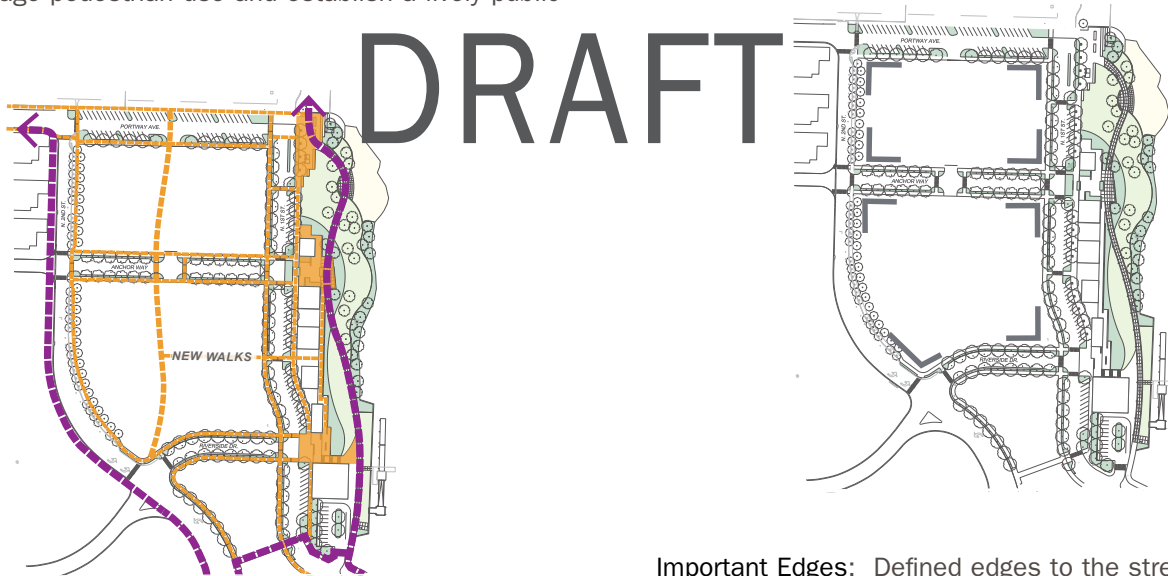
URBAN FORM

A series of important urban form objectives was determined through a series of evaluations of the site, its context and its future position within the waterfront. The following objectives provide the Port with definable elements that will contribute to the success of future developments.

Urban Blocks: The Lot 1 parcels will continue the urban configuration found along Portway with the buildings located along the street frontage to provide visual definition of the street and a clear delineation of public and private uses. Streets will have an interconnected system of walks to encourage pedestrian use and establish a lively public realm.

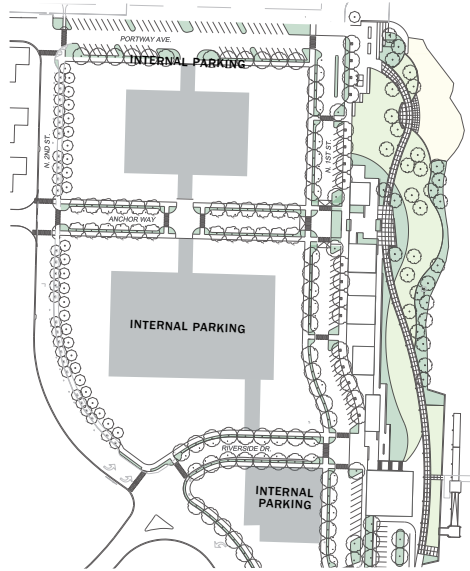


Gateway: Lot 1's location serves as an important gateway to the waterfront. Views to and through the site from the I-84 bridge serve as a direct visual and physical connection. A primary pedestrian corridor will be tree-lined and include facilities for stormwater treatment. It will provide a convenient and inviting access through the site and the waterfront.



Pedestrian Network: A multi-modal circulation system will provide a clear and convenient access for pedestrians and bicyclists to travel to and from buildings as well as through the site. Site development should establish safe and easily accessed connections along the parcel edges, to primary building entries, and most importantly, through Lot 1 to facilitate district wide circulation.

Important Edges: Defined edges to the streets will serve as an organizing feature on the site. Building placements adjacent to street frontages, together with landscaped areas and screening of vehicular areas, will establish a neighborhood-like level of visual quality to the site and create a high quality pedestrian environment. Given the limitations on the size of permitted buildings, it is important that new buildings are positioned to utilize the street edge. Locating buildings on corners provides a clear edge for those looking down street. Openings between buildings should be screened with plant material or masonry walls to reinforce the edge condition.



Internal Flexible Parking: On-site circulation and parking is intended to be conveniently located to facilitate site functions. Parking configurations will meet city standards and be of high quality materials. Access driveways will be located and configured for safe access, easy to locate and provide direct routing to buildings. Parking lots will be screened to minimize their visual impact, but still provide safe access and egress and allow good surveillance and monitoring.

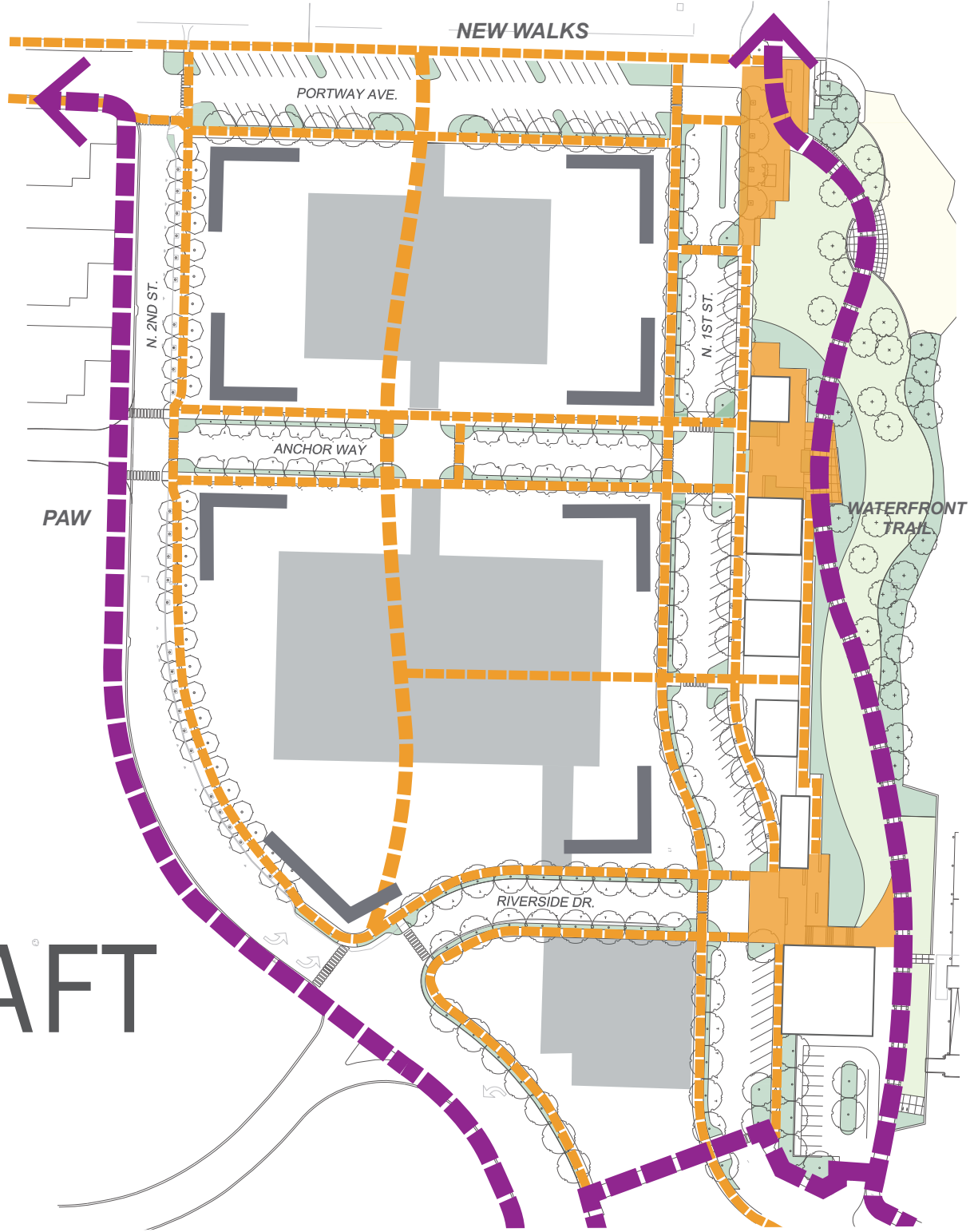
Lot 1's parking will be developed to facilitate use by the public during non-work hours. This parking will provide an important benefit to the waterfront's accessibility during peak use times. Monitoring and collection of revenue should be carefully assessed to establish a viable parking system.

Sustainability:

The Port and the community have a commitment to support sustainable development. New buildings and facilities will be designed, built and maintained to create and maintain conditions under which humans and nature can exist in productive harmony, and that permit fulfilling the social, economic, and other requirements of present and future generations (Environmental Protection Agency, 2009). Stormwater facilities and possibly other services can be jointly developed to provide mutually beneficial development incentives while conserving resources.

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TABLE 1. URBAN FORM COMPOSITE DIAGRAM



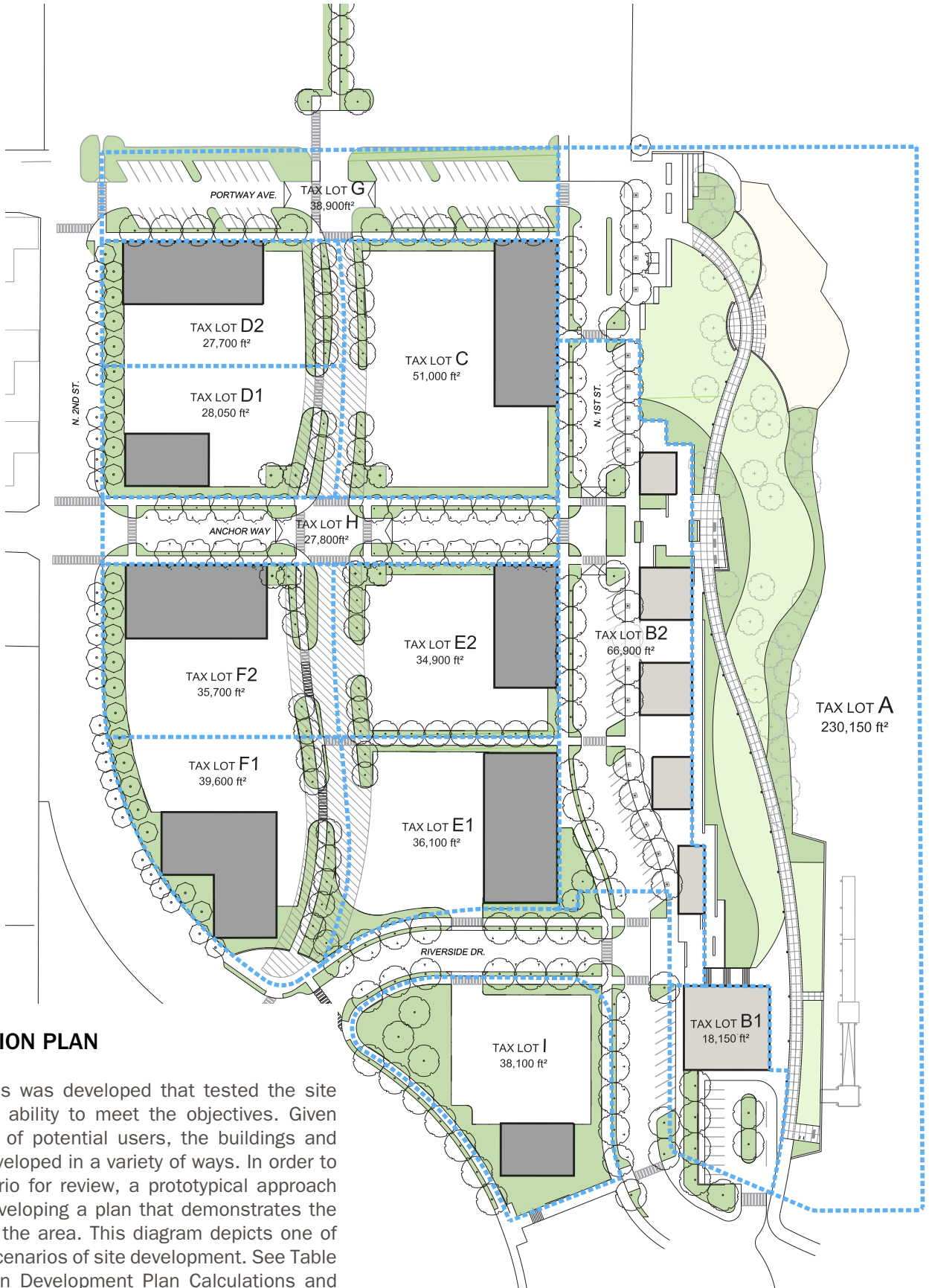
DRAFT

COMPOSITE DIAGRAM

This diagram summarizes the urban form aspirations for the site.

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TABLE 1. DEMONSTRATION DEVELOPMENT PLAN CALCULATIONS



DEMONSTRATION PLAN

A series of plans was developed that tested the site capacity and its ability to meet the objectives. Given the wide variety of potential users, the buildings and sites may be developed in a variety of ways. In order to provide a scenario for review, a prototypical approach was taken in developing a plan that demonstrates the look and feel of the area. This diagram depicts one of many possible scenarios of site development. See Table 1. Demonstration Development Plan Calculations and Table 2. Parking Requirements for more information.

TABLE 1. DEMONSTRATION DEVELOPMENT PLAN CALCULATIONS

These tables demonstrate the variety of densities and scale the developed parcels may take depending on specific uses built there.

TAXLOT	TOTAL AREA(SF)	BUILDING FOOTPRINT(SF)	BUILD-OUT(SF) (FOOTPRINT)(# OF FLOORS)	REQUIRED LANDSCAPE AREA(SF) (10% TAX LOT)	LANDSCAPE AREA SHOWN(SF)	REQUIRED STORMWATER TREATMENT AREA(SF) (TAXLOT-LAND.)(8% IMPERVIOUS)	ADDITIONAL LANDSCAPE AREA NEEDED TO MEET 10% (SF) (REQ. LAND. - REQ. SW)	AREA REMAINING(SF) (TAXLOT-(REQ. LAND. + REQ. SW))
A	230,150	N/A	N/A	N/A	N/A	N/A	N/A	N/A
B1	18,150	6,580	6,580	1,815	1,994	1,307	508	16,335
B2	66,900	9,925	9,925	6,690	7,520	4,817	1,873	60,210
C	51,000	9,480	23,700	5,100	6,132	3,672	1,428	45,900
D1	28,050	4,000	10,000	2,805	6,346	2,020	785	25,245
D2	27,700	8,040	20,100	2,770	4,838	1,994	776	24,930
E1	36,100	10,010	25,025	3,610	4,881	2,599	1,011	32,490
E2	34,900	7,020	17,550	3,490	4,899	2,513	977	31,410
F1	39,600	10,200	25,500	3,960	8,575	2,851	1,109	35,640
F2	35,700	9,450	23,625	3,570	5,936	2,570	1,000	32,130
G	38,900	N/A	N/A	3,890	8,888	2,801	1,089	35,010
H	27,800	N/A	N/A	2,780	4261	2,002	778	25,020
I	38,100	3,500	8,750	3,810	14,721	2,743	1,067	34,290

TABLE 2. PARKING REQUIREMENTS

TAXLOT	INDUSTRIAL PARKING (1 STALL/1000 SF)	INDUSTRIAL PARKING (3 STALLS/1000 SF)	COMMERCIAL PARKING (1 STALL/200 SF)	COMMERCIAL PARKING (1 STALL/300 SF)
A	N/A	N/A	N/A	N/A
B1	N/A	N/A	33	22
B2	N/A	N/A	50	33
C	24	71	N/A	N/A
D1	10	30	N/A	N/A
D2	20	60	N/A	N/A
E1	25	75	N/A	N/A
E2	18	53	N/A	N/A
F1	26	77	N/A	N/A
F2	24	71	N/A	N/A
G	N/A	N/A	N/A	N/A
H	N/A	N/A	N/A	N/A
I	9	26	N/A	N/A

DRAFT

ASSUMPTIONS:

1. Building Footprint and Build-Out Areas are based on the Demonstration Development Plan.
2. Required Landscape Area as per section 17.17.040 General Landscaping Standards, City of hood River Municipal Code.
3. Required Stormwater Treatment is based on estimate provided by Civil.
4. Parking Standards as per requirements described in the Waterfront Refinement Plan Section 17.03.130 E. 7. and Section 17.03.060.G. Light Industrial Zone, City of Hood River Municipal Code.

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UTILITIES

The site is generally well served by utilities. The following summarizes the impacts and needs for utility services.

Sanitary: Based on available survey data, the downstream reaches of the existing sanitary sewer lines are laid at minimal slopes and cannot be lowered to accommodate gravity flow from the new development. Therefore, a lift station is required to manage sanitary flows. The concept plan suggests locating the lift station to the north along Portway Avenue or within the Event Site parking lot to allow easy access for maintenance. Sanitary service connections for each lot can tie into a new gravity line flowing north to the lift station; the size and SDC fees associated with each service will be coordinated through City of Hood River Public Works as each development applies for a building permit. (See Figure 2)

Water: There is an existing public water main that loops Lot 1. The Group Mackenzie study indicates this main provides adequate capacity to support redevelopment. These mains will be preserved and new fire hydrants installed in coordination with the reconstruction of the roadways. New domestic and fire services can be provided to each proposed lot from these mains. The size and SDC fees associated with each service will be coordinated through City of Hood River Public Works as each development applies for a building permit. (See Figure 2)

Franchise Utilities: The proposed concept plan for Lot 1 will align the new east-west roadway with Anchor Way. As a result, it may be necessary to realign the franchise utilities that were constructed with the North 2nd Street improvements to clear the area for redevelopment of proposed Lots E2 and F2. Terra Surveying has indicated that there is no easement recorded at the City for these lines. (See Figure 2)

Stormwater: All stormwater runoff from new impervious surfaces will be managed in accordance with City of Hood River requirements. New development will include fine grading the site to capture, convey and treat surface runoff before it is released to an acceptable discharge location. Site design will accommodate the capture, treatment and infiltration of all runoff from the new development for the 100-year modeled storm event, with an emergency overflow to the existing 12-inch outfall to Nichols Basin. Prior to final design, additional soil investigations and infiltration testing will be required to verify infiltration rates at proposed facility locations; however, each lot will be required to manage their own drainage before tying into an overflow to the Port's storm system. Below grade infiltration facilities will provide flow control for new roadway improvements. Any flows that exceed the

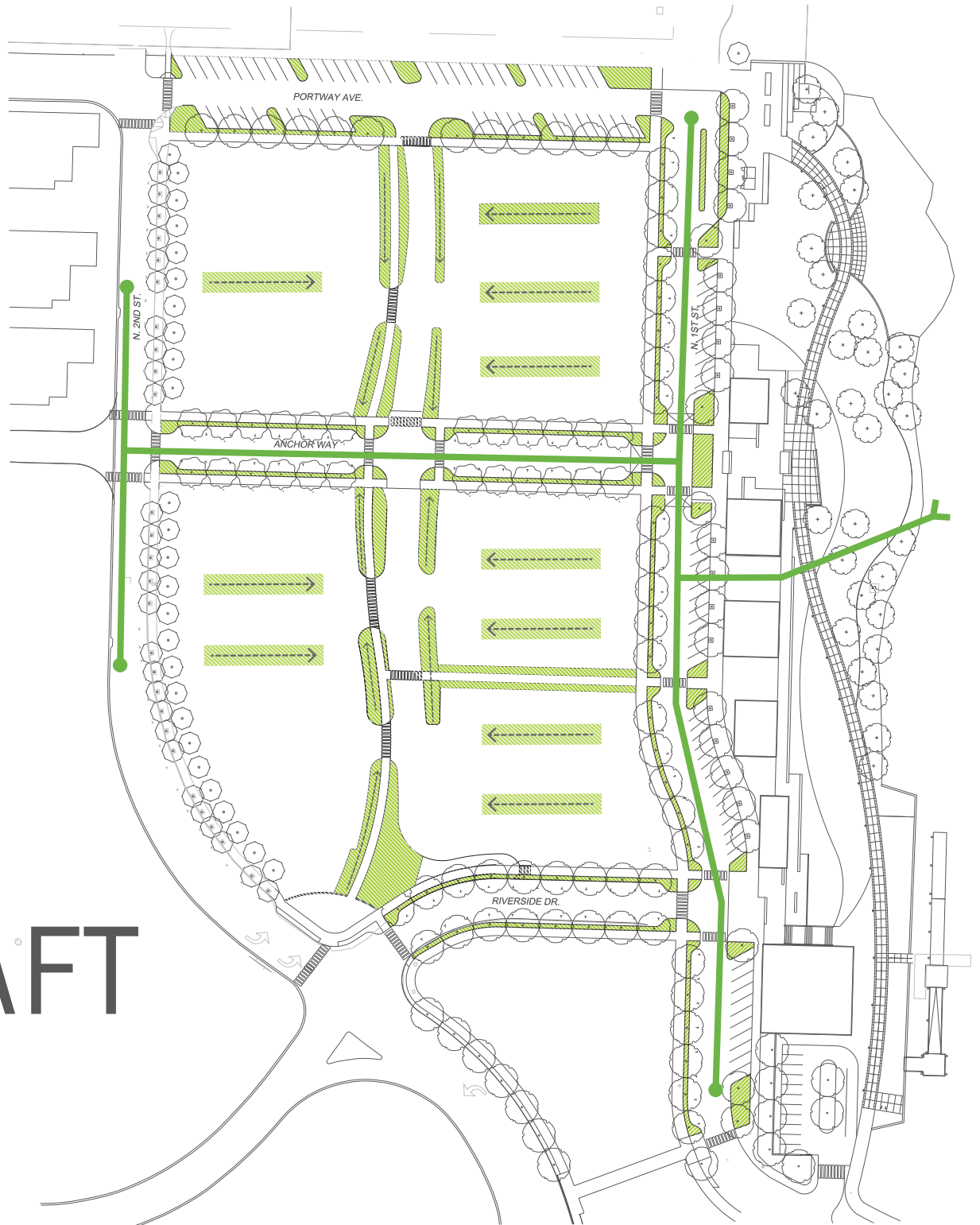
See Table 3. Preliminary Construction Cost Estimate for initial cost evaluation.

FIGURE #. UTILITY CONCEPT PLAN

DRAFT

CIVIL TO PROVIDE

FIGURE 3. STORMWATER MANAGEMENT CONCEPT PLAN



DRAFT

LEGEND:

- Storm Drain Pipe
- ▨ Vegetated Stormwater Treatment

TABLE 3. PRELIMINARY CONSTRUCTION COST ESTIMATE**DRAFT**

The following estimate is provided to establish order of magnitude costs for primary development elements. It is understood that the Port intends to develop and maintain the streets as privately owned.

CATEGORY	ITEM	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
DEMOLITION	Surface Removal	13,500	SY	\$ 6	\$ 81,000
	Utility Removal	2,000	LF	\$ 10	\$ 20,000
STREETS	Anchor Way	436	LF	\$ 700	\$ 305,200
	Portway Avenue	436	LF	\$ 700	\$ 305,200
	N. 1st Street	1,000	LF	\$ 700	\$ 700,000
UTILITIES	Water-Fire Hydrants	4	EA	\$ 5,000	\$ 20,000
	Water- service, meter, fees	8	EA	\$ 15,000	\$ 120,000
	Storm - 12" pipe	2,080	LF	\$ 50	\$ 104,000
	Storm - manholes	13	EA	\$ 3,500	\$ 45,500
	Sewer - 8" pipe	900	LF	\$ 57	\$ 51,300
	Sewer - manholes	4	EA	\$ 5,000	\$ 20,000
	Sewer - lift station	1	EA	\$ 20,000	\$ 20,000
	Dry Utilities	1,350	LF	\$ 5	\$ 6,750

SUBTOTAL \$ 1,798,950

CONTINGENCY (30%) \$ 539,685

TOTAL \$ 2,338,635

CIVIL TO PROVIDE UPDATE

DRAFT

POTENTIAL PHASING

It is anticipated that the Port will proceed with a phased plan for development. Street improvements and utility modifications should precede parcel development to establish the desired configuration for full build-out of the site.

SUBDIVISION APPLICATION PROCESS:

(See Figure 4. Subdivision Plan)

After review of the draft Final Development Plan by the City Manager and Senior Planner for the City of Hood River, it was recommended that the Port pursue a Subdivision application to establish the street and developable area layout. Following Subdivision approval, site plans for the parcels can be submitted for review when building locations and elevations have been established. Adherence to existing codes and the Waterfront Refinement Plan will be incorporated.

- 1 Pre-Application Conference. This requires materials to be submitted in advance (see Pre-App Form)
- 2 Neighborhood Meeting (17.09.130). This is required for subdivisions, and required before an Application is submitted. This is not the same as a Hearing.
- 3 Prepare Application for Preliminary Plat (see Hood River Zoning Code Chapter 16.08)
- 4 The Planning Dept. prepares a written staff report which includes a recommendation for approval, approval with conditions, or denial. Criteria are described in zoning code Chapter 16.08.
- 5 All subdivisions must conform to design standards in Chapter 16.12. This includes an Access Permit, with ODOT review due to proximity to interchange and a Traffic Impact Analysis.
- 6 Public Hearings. At least twenty (20) days before a scheduled quasi-judicial public hearing (Planning Commission), notice of the hearing shall be mailed to owners of property within 250 feet of the subject property and any affected governmental agency, department, or public district.
- 7 Planning Commission to issue a Notice of Decision following Hearing
- 8 Planning Commission decisions may be appealed to the City Council. Preliminary Plat is valid for 2 years.

- 9 Prepare Application for Final Plat (Ministerial Review). This decision can be appealed to the Planning Commission.

SITE PLAN REVIEW:

Once a subdivision Final Plat is approved, development on each new lot must go through Site Plan Review. Requirements are listed in 17.16.030 and criteria are in 17.16.040. The Planning Director reviews all site plan review applications (Administrative Review).

- Site Plan Review includes a Pre-Application Conference.
- Site Plan Review triggers the standards of the Waterfront Overlay (17.03.130).
- Site Plan Review requires a Traffic Impact Analysis. Access to streets and roads within the IAMP Overlay Zone are subject to joint review by the City and ODOT.
- Approval is valid for 2 years.
- Site Plan Review is followed by submittal of Building and Site Development (Grading) Permits to the Building Department.

SCHEDULE:

Pre-application conferences are typically scheduled three- to four weeks after required application materials are submitted. The planning department has up to 30 days to determine if that application is complete. After a land use application is deemed complete, the City has up to 120 days to render a final decision. Verify with the City for current timelines. This suggests a total timeline of about 1.5 years for a project to complete Subdivision and Site Plan Review.

FEES:

Pre-application Conference = \$675.00

Subdivision = \$3,007.00
(+ Per Lot fee in addition to Subdivision fee = \$99.00)

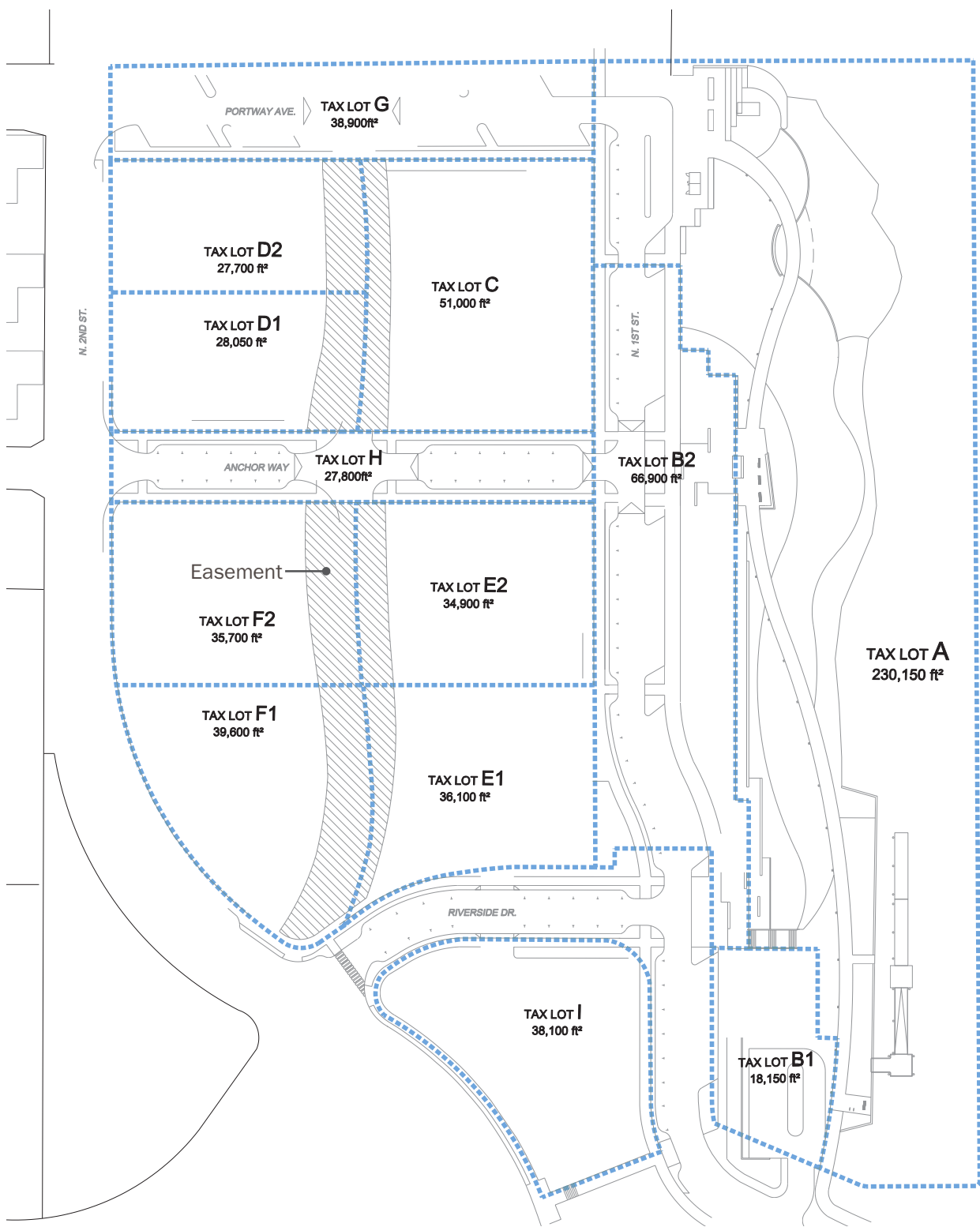
Final Plat Approval (Subdivisions) = \$843.00

Site Plan Review (Administrative/Planning Director) = \$1,253.00

> 5 acres (Quasi-judicial/Planning Commission) = \$4,303.00

DRAFT

FIGURE 4. SUBDIVISION PLAN





Prepared by: Michael McElwee
Date: December 15, 2015
Re: Urban Renewal Agency Board

The attached letter from City Manager Steve Wheeler describes a suggested change to the makeup of the Hood River Urban Renewal Agency (URA) Board. This proposal is expected to be discussed at the URA meeting on December 14.

Further discussion by the Port Commission is advised.

RECOMMENDATION: Discussion.

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November 25, 2015

Hood River Urban Renewal Agency Board
211 2nd Street
Hood River, Or 97031

Re: Proposal from Chair Hoby Streich on Updating Agency Board Structure

Board Members:

Chair Hoby Streich, Mayor Blackburn and I had a conversation last week on the future shape of the Hood River Urban Renewal Agency Board configuration. Chair Streich believes it is time to consider reshaping the Agency Board to contain only elected City Council members. He plans to bring this up at the December 14 Agency meeting but wants to give some advance notice of his thoughts on this matter.

Chair Streich believes the Agency is functioning at a high administrative level and that the need to have two seated Port Commissioners on the Agency Board is unnecessary. In addition, he believes the public understanding of the Agency will be clarified and seem more logical if the Mayor can serve as the Chair. He notes the Council is elected at large and that the Agency, with three active and geographically dispersed Districts, would be well served by a City Council that is elected from throughout the City.

Moving forward Chair Streich believes the public interest will be enhanced by having one or two Port members added to the now seven-member Urban Renewal Advisory Committee (URAC). The advice they provide the Agency Board will be broadened and improved by its expansion through their membership.

We will have a chance to discuss this proposal at the December 2015 Urban Renewal Agency Board Meeting.

Sincerely,

Steve Wheeler, Administrator

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Executive Director's Report

December 15, 2015

Staff & Administrative

- Looking ahead to Commissioner schedules next year, and a potential second planning session before Spring Planning, staff recommends the Commission meet on January 12 and 26, and hold only one meeting in February, on the 16th. Please consider your availability for those three dates.
- The NSA language was included in the final transportation legislation (“Fixing America’s Surface Transportation Act” or “FAST”) that emerged from the House/Senate Conference Committee. A press release from Congressman Walden’s office is attached. The next step in the legislative process is to seek designation of the Oregon part of the Bridge as a conditional State Highway. This is because the FAST Act identifies a funding program eligible in National Scenic Areas but only on State highways or bridges. Summit Strategies has been in touch with Re. Mark Johnson’s office and identified language that could be attached to a bill in the upcoming 2016 legislative session. However, taking aggressive action on this legislation will require additional resources for Summit Strategies.
- The 2016 SDAO annual conference is in Sunriver February 4-7. Contact Laurie if you have an interest in attending. The conference agenda is attached. We are holding three room reservations. I plan to attend.
- The Gorge(ous) Nights in Salem and Olympia events are coming together with planning from OneGorge and all state representatives on both sides of the river. The Salem event will take place February 3 and the Olympia event on the 9th. Insitu is planning on providing two vans with drivers for the events, and Genevieve will be organizing the reservation of a block of rooms in Olympia. Let her know if you’d like to attend either or both events.
- Genevieve will present an update on OneGorge to the Hood River City Council on January 11 and to the Hood River County Commission on January 19. The last meeting (December 9) was well attended with generally very positive momentum.

Recreation

- The Hook is closed and under the control of the City’s sewer outfall contractor. The project is expected to be substantially complete by March 15, 2016. Construction plans for the Port’s trail enhancements, including a rigging area, are complete and attached for Commission review.
- Consultant Rick Williams has completed a draft parking management strategy for the Waterfront. Jerry has prepared a draft City/Port IGA and staff has reviewed it with the City Manager and Chief of Police. The City has now indicated their interest in installing

parking meters on most City ROW within the Waterfront. This will be a discussion item in January.

Development/Property

- We have received comments from Planning Director Cindy Walbridge on the Lot #1 Preliminary Plan. We are working with Walker/Macy on the final report and cost estimates. This is a discussion item.
 - We expect to close on the first parcel of the Expo property by the end of December. Key Development is complete on most of their required tasks under the Disposition & Development Agreement. One exception is final agreement on the Maintenance Assessment.
 - Key Development has received land use approval from the City of Hood River for the proposed development of the Expo property. I have not yet reviewed the staff report. There is an appeal period.
 - Hood River Juice Company has not yet moved their metal fence that encroaches on Port property. I have sent a letter to HRJCO about this matter requesting it be done by the end of this month.
 - Union Pacific (UP) railroad is seeking to use Lot 1 for a staging operation in March 2016. We have allowed similar UP operations at least twice in the past few years under the terms of a license agreement. Compensation to the Port would be \$500 for about two weeks.
-

Airport

- The Connect VI ODOT grant application was submitted by Genevieve. A total of 78 applications were received with a total Connect VI request of about \$78 million. There is \$45 million available. The long review process begins concluding in summer 2016.
-

Bridge/Transportation

- Staff has been very involved in various efforts related to the recent Vessel strike on the Bridge. These efforts include engineering evaluation, USCG Investigation, insurance and other matters. David McCurry of HDR will attend the meeting to update the Commission on the damage evaluation and staff will provide an update on other matters.
- I have received a Small Claims Court notice from a driver who contends his vehicle was splattered with paint during our operation to re-paint the Bridge center line on October 22. The claim is for \$2,500. I have responded that the Port will seek a hearing.

- Genevieve will submit a small grant application to SDAO Safety & Security Grant Fund for the purchase of a trailer mounted changeable message display board for bridge traffic alerts. This grant program requires a 50% match.
- Staff met with ODOT personnel on December 10 to discuss an approach to preparation of a signage plan for the Bridge. ODOT has extensive signage roadway experience, direct relationship with WADOT and an in-house signage shop available to produce cost effective signage. Staff will likely recommend entering into a contract with ODOT to provide specific signage consultation services early next year. This work will go hand-in-hand with other efforts to reduce overweight truck usage.

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December 1, 2015
Press Release

Greg Walden secures help for Columbia Gorge roads and bridges in final transportation agreement, passage into law expected soon

WASHINGTON, DC – U.S. Rep. Greg Walden (R-Hood River) announced today that he has secured language in the final congressional transportation agreement to help improve roads and bridges in the Columbia River Gorge National Scenic Area (NSA). The long-term, bipartisan transportation agreement between the Senate and the House reauthorizes and reforms federal highway, transit, and highway safety programs. It is expected to be passed by both chambers in the coming days.

“Residents and visitors alike depend on efficient and safe transportation in the Columbia Gorge. The federal government must recognize that unique areas like the Gorge should be eligible for transportation projects to replace crumbling roads and bridges. Last month, the House unanimously passed our bipartisan proposal to do just that, and I worked hard to include it in the final House and Senate transportation agreement. When this proposal becomes law soon, it will be a win for Gorge residents, visitors, and our local economy,” Walden said.

Last month, Walden worked closely with Rep. Earl Blumenauer (D-Portland) and Rep. Jaime Herrera Beutler (R-Camas) to include language in the House transportation bill that ensures that projects within NSA’s, including the Columbia River Gorge NSA, are eligible for federal transportation grants to help them serve the needs of their local economies, residents, and visitors. Walden then led a letter, signed by seven other Northwest Senators and Representatives, urging negotiators in the House and the Senate to include the language in the final agreement. For a copy of that letter, please click [here](#).

During debate on the House floor last month, Walden urged his colleagues to recognize the importance of transportation projects in federal scenic areas. “While scenic areas like the Columbia Gorge provide tourist opportunities to thousands of visiting Americans from all across the country, this unique federal involvement provides distinct challenges in promoting growth of the local economy while conserving the natural beauty of the lands within the Gorge. Transportation infrastructure is an essential component to efficiently serve the interests of both local residents and visitors to the Scenic Area, and there is a strong need for regional transportation planning and improvement to major transportation elements,” Walden said. “Clarifying the eligibility of Scenic Areas throughout the nation for transportation grant funding would help ensure these areas are eligible for meaningful funding opportunities to enhance infrastructure within these unique federally managed areas.”

There are currently 12 NSA's in eight states across the nation, including the Columbia Gorge NSA—the largest in the country. The Columbia River Gorge NSA consists of 292,500 acres along 85 miles of the Columbia River. Ninety percent of the total NSA is subject to strict land use and development restrictions, which has posed a distinct challenge to promoting the local

economy, while providing opportunities for tourists to visit from around the country, and conserving the natural beauty of the Columbia Gorge.

The Gorge has major transportation elements like the Hood River Bridge and the Bridge of the Gods. While approximately 5.2 million vehicles and \$110 million in goods travel across these bridges each year, they are in need of major improvements.

**2016 SDAO Annual Conference
Sunriver Resort**

Thursday, February 4, 2016: PRE-CONFERENCE (Registration Desk 7am-5pm)

7am	Breakfast
8am-5pm	Board Duties, Responsibilities, and Liabilities; or SDAO Risk Management: Our Members' Successes
Noon-1pm	Lunch
1pm-4pm	Public Procurement
5pm-6:30pm	Welcoming Reception

Friday, February 5, 2016: CONFERENCE BEGINS (Registration Desk 7:30am-5pm)

7:30am-8:30am	Breakfast
7:30am-6pm	Exhibitor Trade Show
8:30am-10am	Keynote Address
10:30am-Noon Concurrent Sessions	Oregon's Public Records Laws: Endlessly Fascinating; Drones: What Public Entities Can and Cannot Do; Supervising Within the Law (top ten ways to avoid getting sued); or Trending Healthcare Topics-Cadillac Tax & Other Fascinating Subjects
Noon-1:30pm	Lunch and Roundtable Discussions
1:30-3pm Concurrent Sessions	Six Best Practices of Highly Effective Boards: How does your Board Measure Up?; Budding Complications: Navigating Marijuana in the Workplace; What do Those Laws Really Mean to Us?; or Legislative Summary
3:15pm-5pm	Caucus Meetings
5pm-6pm	Exhibitor Reception (<i>dinner is not provided for attendees on Friday evening</i>)

Saturday, February 6, 2016 (Registration Desk 7:30am-6pm)

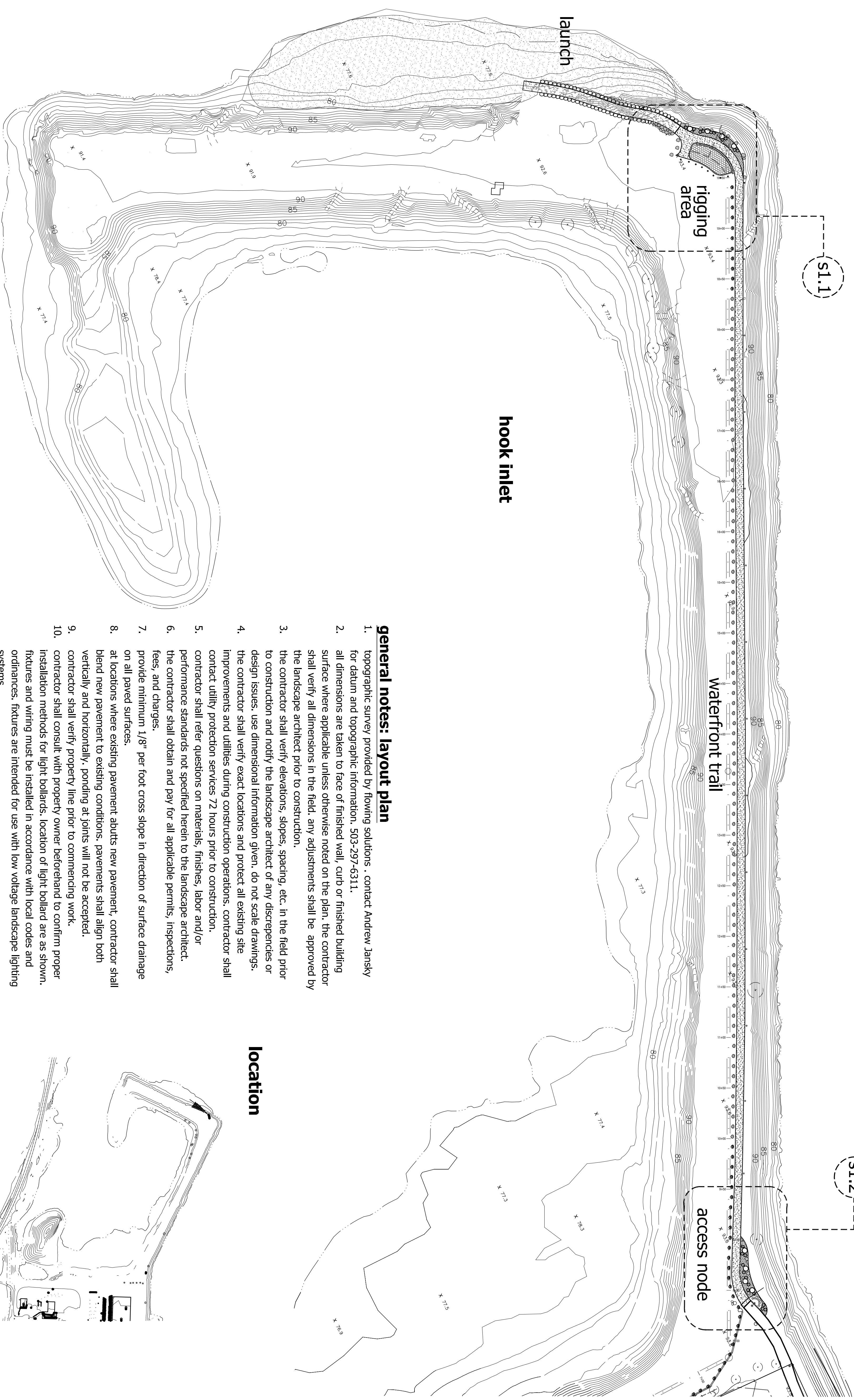
7:30am-8:30am	Breakfast
8:30am-10:00am Concurrent Sessions	Top Ten Ethics "Real-Life Role Plays"; Life Cycle of a Claim; Wiring Your Hiring: Update on Veterans' Preference and Other Hiring Issues; or Before, During, and After Borrowings
10:30am-Noon	Public Meetings; Qualities of a Great Leader; Generational Diversity; or Planning for Retirements and Financial Security
Noon-1:30pm	Lunch
1:30-3pm Concurrent Sessions	Enlisting Volunteers; Same Destination, Different Route: Why Details Matter; You're Not Alone: Real-Life Examples of Special District Lawsuits; or Marketing on Social Media
3:15pm-4:30pm	Annual Business Meeting
6pm-8pm	Awards Banquet
8pm-10pm	Cash'd Out (band). <i>Door prize drawings take place at the end of the evening. Must be present to win.</i>

Sunday, February 7, 2016

8am-9am	Breakfast Buffet
9am-10:30am	Closing Speaker

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columbia river

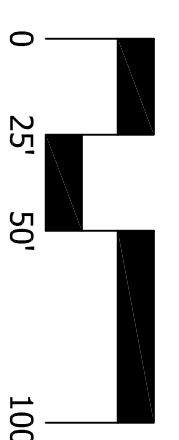
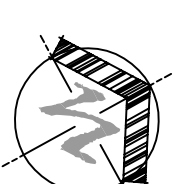
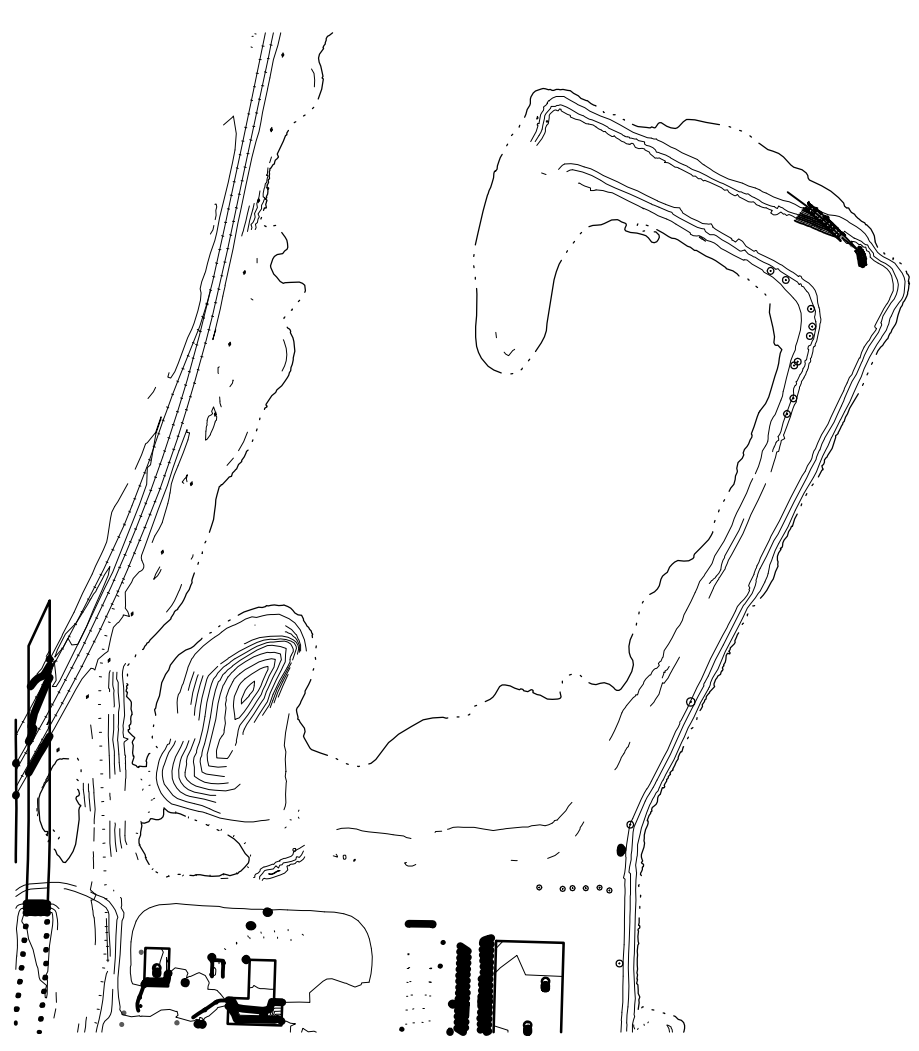


hook inlet

general notes: layout plan

1. topographic survey provided by flowing solutions . contact Andrew Jansky for datum and topographic information. 503-297-6311.
2. all dimensions are taken to face of finished wall, curb or finished building surface where applicable unless otherwise noted on the plan. the contractor shall verify all dimensions in the field. any adjustments shall be approved by the landscape architect prior to construction.
3. the contractor shall verify elevations, slopes, spacing, etc. in the field prior to construction and notify the landscape architect of any discrepancies or design issues. use dimensional information given. do not scale drawings.
4. the contractor shall verify exact locations and protect all existing site improvements and utilities during construction operations. contractor shall contact utility protection services 72 hours prior to construction.
5. contractor shall refer questions on materials, finishes, labor and/or performance standards not specified herein to the landscape architect.
6. the contractor shall obtain and pay for all applicable permits, inspections, fees, and charges.
7. provide minimum 1/8" per foot cross slope in direction of surface drainage on all paved surfaces.
8. at locations where existing pavement abuts new pavement, contractor shall blend new pavement to existing conditions. pavements shall align both vertically and horizontally. ponding at joints will not be accepted.
9. contractor shall verify property line prior to commencing work.
10. contractor shall consult with property owner beforehand to confirm proper installation methods for light bollards. location of light bollard are as shown. fixtures and wiring must be installed in accordance with local codes and ordinances. fixtures are intended for use with low voltage landscape lighting systems.

location



**hook launch and waterfront trail
port of hood river
hood river, oregon**

REGISTERED
349
Jeffrey K. Simpson
LANDSCAPE ARCHITECT
OREGON
03/31/16

simp.L
a land design workshop

8455 sw beaverton-hillsdale hwy
portland, or 97225
www.gosimpl.com
t: 503-841-6315

project no.
PHR0114
sheet title
site plan - construction set

date	08.04.14	designed	JSS
checked	JSS	date	10.13.15
rev.		by	ttb

sheet
S1.0

survey from 2007

Commission Calendar December 2015

November '15
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January '16
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February '16
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6		7	8	9 OneGorge, 3-5pm	10	11	12
13		14 URA, 6pm - Streich, Davies	15 Commission Mtg, 5pm (only Dec. meeting)	16 Chamber Board, 11m-1p	17 Marina Ad-hoc, 8am	18	19
20		21 KTHR Radio, 8am	22	23	24 Christmas Eve Tollbooth closes at 8pm	25 Christmas Day Office Closed	26 Tollbooth reopens at 4am
27		28	29	30	31 New Year's Eve	1 Office Closed	2
3			Notes				

JANUARY 2016 Commission Calendar

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Prepared by: Michael McElwee
Date: December 15, 2015
Re: Bridge Deck Panel Replacement

The lift span inspection carried out on November 20 resulted in damage to the bridge deck and span guides. That damage needs to be repaired before the lift span can be raised safely.

Staff has worked closely with HDR Engineering (HDR) to develop a plan to replace two damaged deck panels immediately north of the Lift Span. Quotes from three fabricators were sought and two responded. The least cost option was Bailey Bridge, Inc. of Portland. The cost of fabrication and delivery of two new panels is \$13,260.

The panels must be fabricated to a dimension that is slightly larger than is needed for this location. The Port will hire a professional welder to reduce the panel size before installation. This will also improve clear distance. Actual installation will be carried out by Port staff. Fabrication and delivery time is expected to take about eight weeks after approval of shop drawings.

HDR will cover the cost of engineering associated with the panels and reimburse the Port for half of the materials, fabrication and delivery. The Port will pay the balance and take care of installation.

RECOMMENDATION: Approve Purchase Order with Bailey Bridges, Inc. for \$13,260.

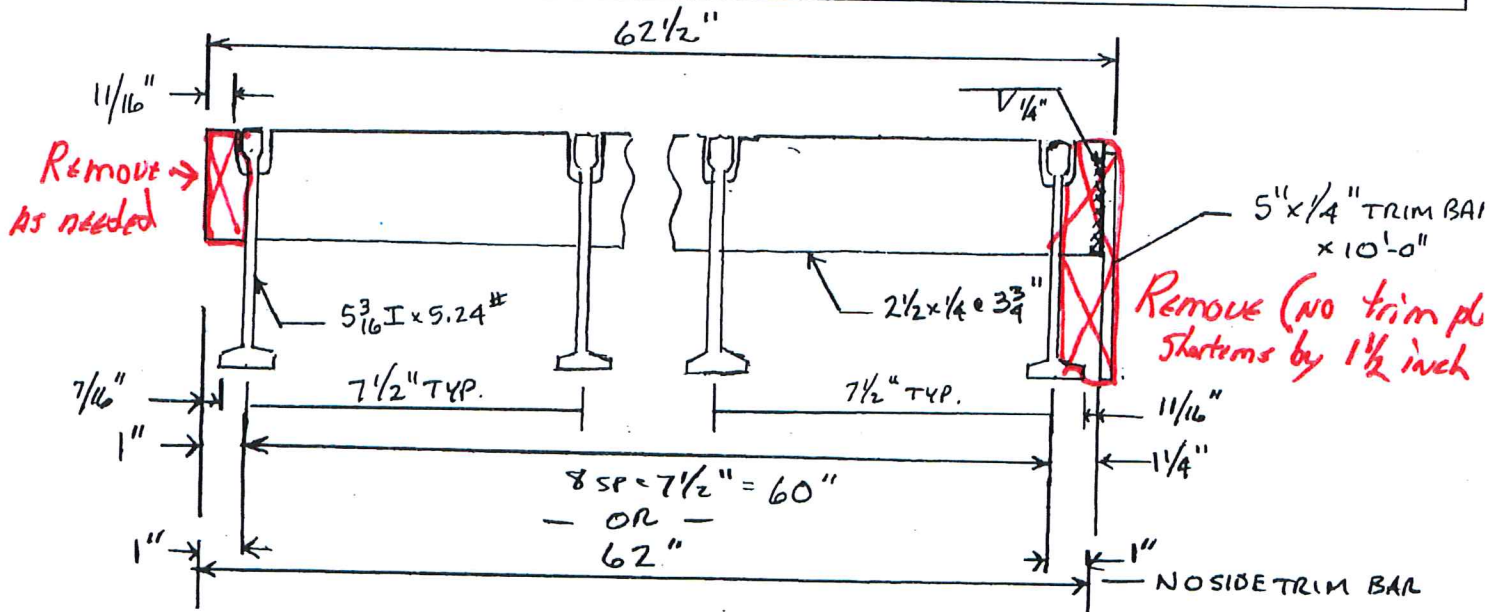
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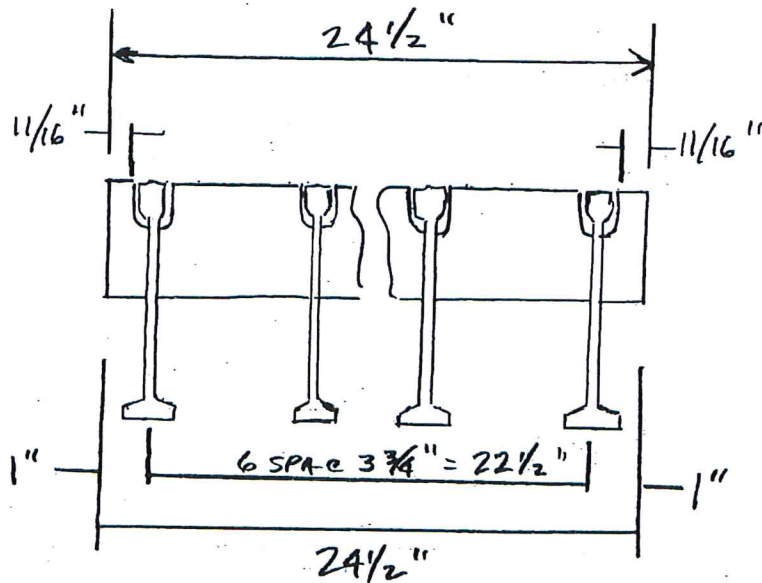
www.pioneerbridges.com
866-708-5778

119 40th Street, N.E.
Fort Payne, Alabama 35967

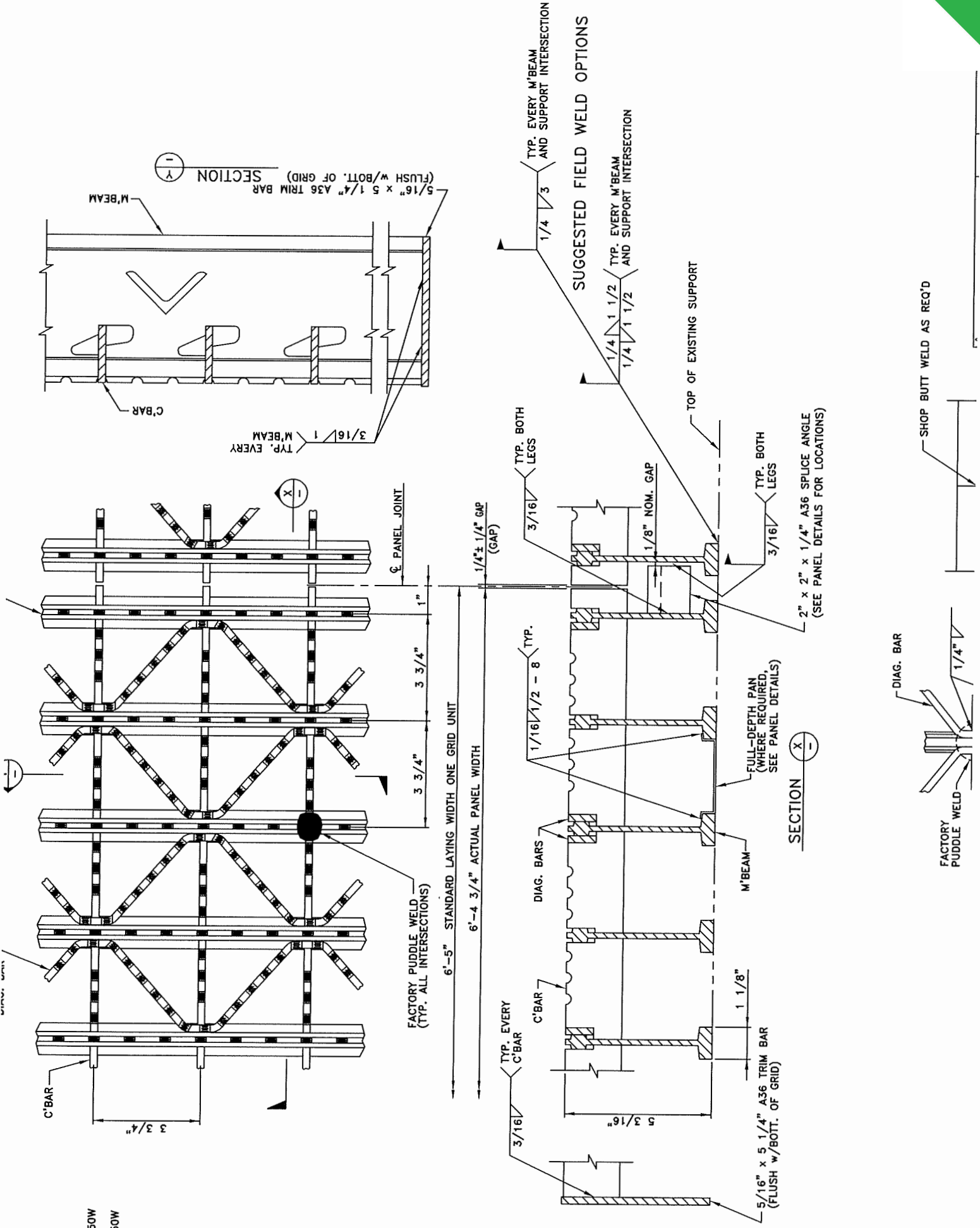
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STD, 5" 4WAY MODIFIED



5" 4WAY HEAVY DUTY MODIFIED



50/50W
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Prepared by: Michael McElwee
Date: December 15, 2015
Re: Bridge Span Guide Replacement

The lift span inspection carried out on November 20 resulted in damage to two span guides. Span guides are affixed to the Lift Span at a total of eight locations, four at each end, and provide lateral stability as the span is raised. The two lower span guides on the south end need to be replaced.

Quotes from five contractors were sought and two responded. The best approach is to contract with a firm that provides both fabrication and installation. Based on a combination of cost and prior experience, the recommended contractor for this work is Advanced American Construction of Portland. The cost of final design, fabrication, delivery and installation of the two new span guides is \$53,000.

HDR Engineering (HDR) recommends that the new span guides be fabricated to include rollers to allow for smoother movement as the lift span is raised. This adds about \$13,000 to the cost but will result in smoother lift operation in the long term. Fabrication and delivery time has not yet been determined is likely to be about eight weeks after approval of shop drawings.

HDR will cover the cost of engineering associated with the span guides and reimburse the Port for half of the materials, fabrication, delivery and installation except for the roller addition. The Port will pay the balance and take care of traffic control during installation.

RECOMMENDATION: Approve Purchase Order with Advanced American Construction, Inc. for two Lift Span Guides not to exceed \$53,000.

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Advanced American Construction, Inc.

Post Office Box 83599 • Portland, Oregon 97283
Phone: (503) 445-9000 • Fax: (503) 546-3031
Website: www.callaac.com • CCB# 167886

December 4, 2015

HDR

1001 SW 5th Avenue, Suite 1800
Portland, OR 97204

Attn: Joseph Jacobus, Sr. Engineering Technician

RE: Port of Hood River Bridge – Span Guide Repair – Budgetary Proposal

Dear Mr. Jacobus,

Advanced American Construction, Inc. (AAC) is pleased to provide a budgetary proposal for the repair alternatives discussed with you on December 3rd. AAC will supply supervision, materials, labor and equipment to perform the span guide repair scope of work on the SW and SE guides of the Hood River Bridge as follows:

Inclusions:

- Alternative #1 - Repair SW and SE span guides in like kind per attached 12/3/15 HDR drawing
 - Perform field measurements
 - Flame cut existing top and bottom plates
 - Remove and replace materials in like kind
 - Install and paint

- Alternative #2 - Replace SW and SE span guides with guide wheels per attached 12/3/15 HDR drawing
 - Perform field measurements
 - Flame cut existing top and bottom plates
 - Remove existing guide components
 - Prefabricate guide wheel assemblies
 - Install and paint

Clarifications:

- Assume clear and safe access to the span guides for removal and repair
 - Scaffolding has not been included in this budget, available upon request
- Assume hoisting work to be performed with a rough terrain forklift or small hydraulic crane from the bridge deck
- Assume weeknight road closure
 - Traffic control has not been included in the budget, available upon request
- All hardware is quoted to be installed with turn-of-nut method
- This quote is subject to the availability of AAC resources at the time customer provides notification to proceed
- Payment terms are net 30

Exclusions:

- Permanent materials other than listed on attached 12/3/15 HDR drawings
- Permits, taxes, fees and special inspections
- Any weekend work, stand-by time and overtime beyond schedule stated above

Budget Pricing:

Alternative #1 Repair in like kind.....	\$32,000.00 - \$40,000.00 Lump Sum
Alternative #2 Replace with guide wheels.....	\$45,000.00 - \$53,000.00 Lump Sum

- Budget pricing is based on limited information. Please use for budgetary purposes only



Advanced American Construction, Inc.

Post Office Box 83599 • Portland, Oregon 97283
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Website: www.callaac.com • CCB# 167886

AAC has completed typical emergency and rehabilitation work scopes for the US Army Corps, Transportation and Railroad over the past 20 years. Please see the attached job sheets for some of those rehabilitation projects.

Please contact Rich Spratt at 503-445-9000 or Kyle Izatt at 503-849-3336 with any questions you may have.

Thank you,

A handwritten signature in black ink, appearing to read "K. Izatt".

Kyle Izatt
Advanced American Construction, Inc.
503-445-9000

Kyle Izatt

From: Jacobus, Joseph <Joseph.Jacobus@hdrinc.com>
Sent: Thursday, December 03, 2015 11:57
To: Kyle Izatt
Cc: McCurry, David
Subject: POHR - Span Guide Repair
Attachments: POHR - Guide Repair (1).pdf; POHR - Guide Roller Concept.pdf; Reference Photos.pdf

Kyle

As discussed, I have two alternatives I have attached:

Alternative 1 is the repair in kind. I have shown all the repairs in red.
Alternative 2 is the replace with guide wheels.

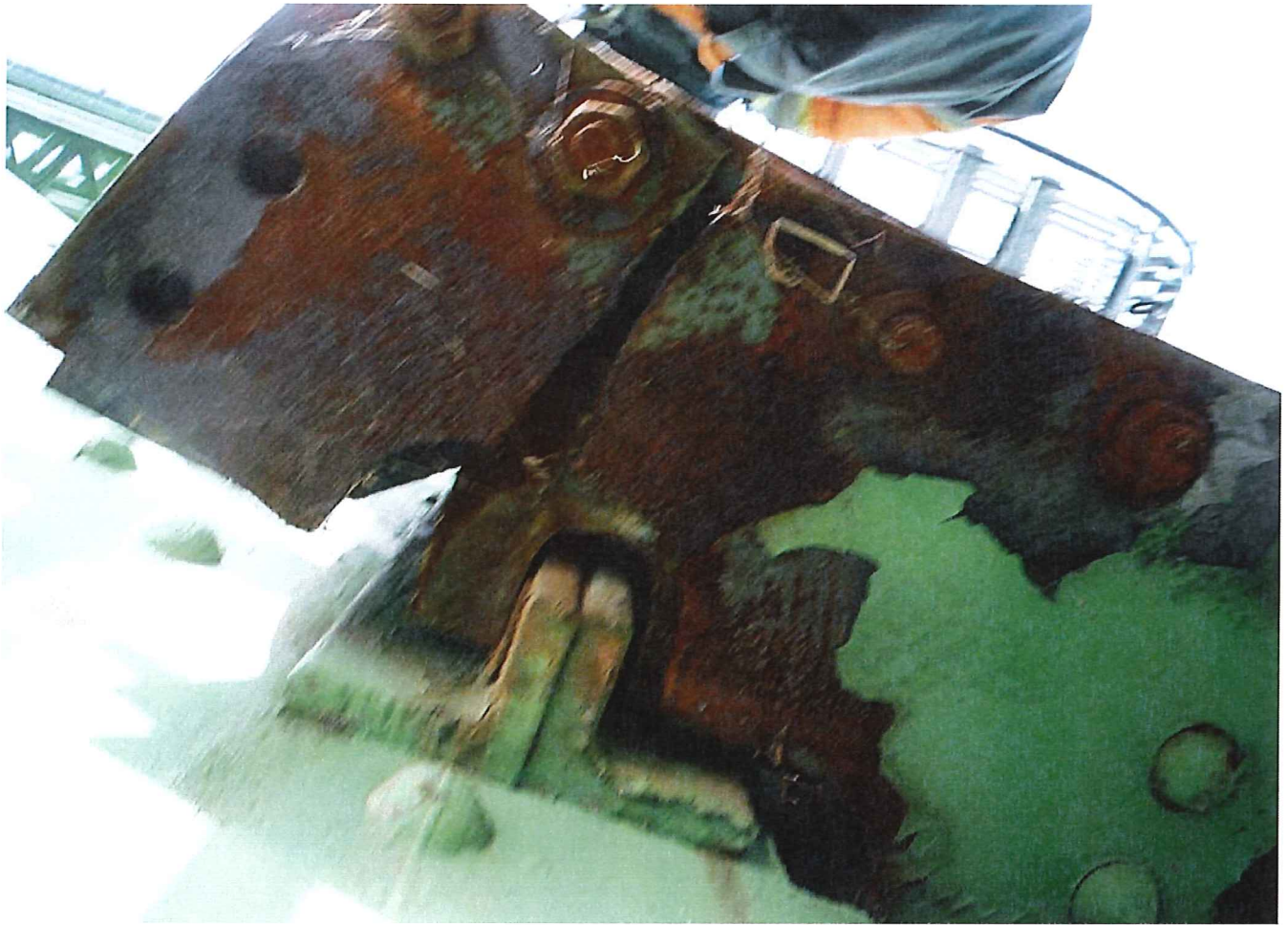
I have also included some photos so that you can see the field conditions for yourself. They are for the SE span guide. The SW guide is similar, but a little less damage. After you have had a chance to review, we can discuss.

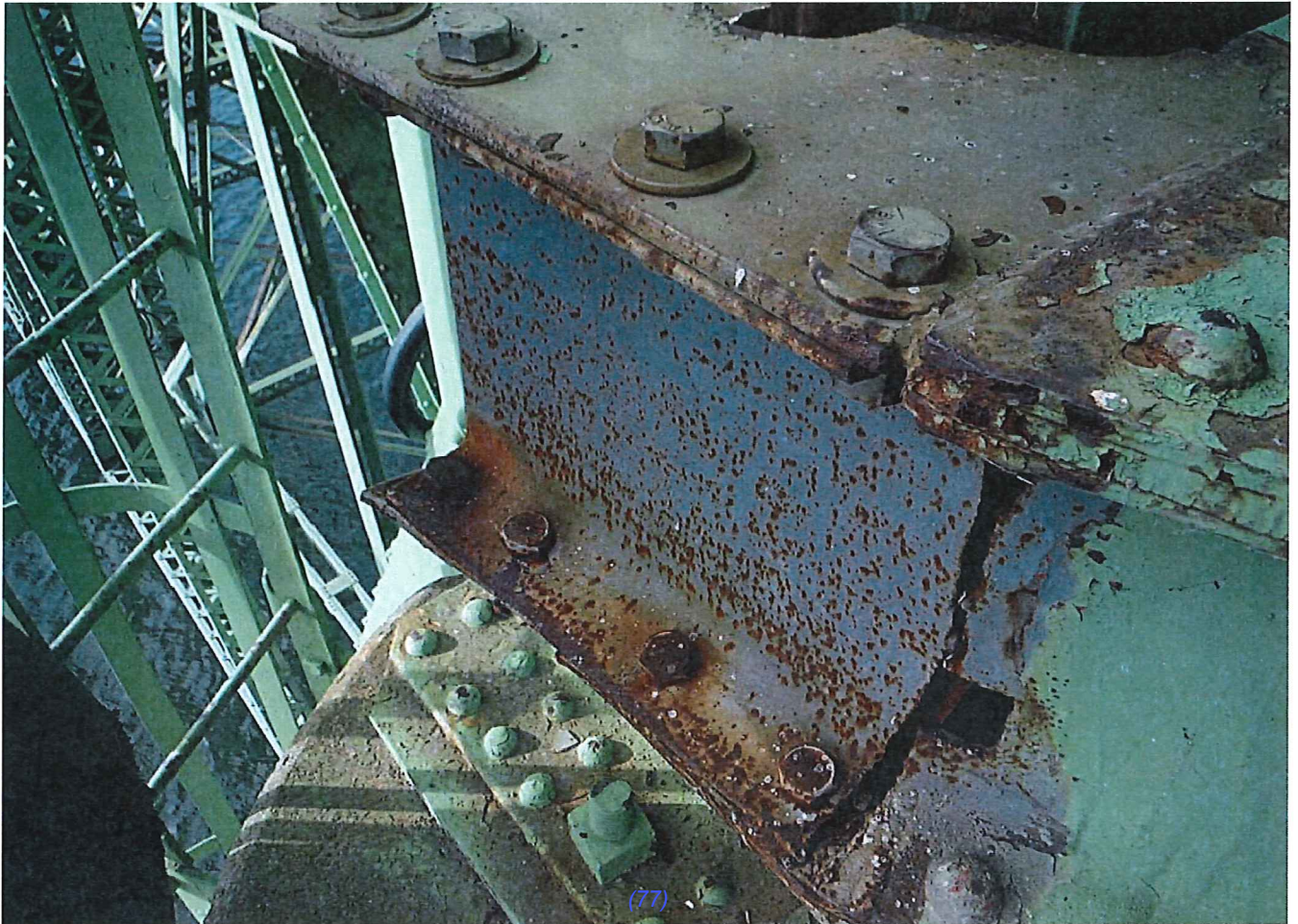
Thank you,

Joseph Jacobus,
Sr. Engineering Technician

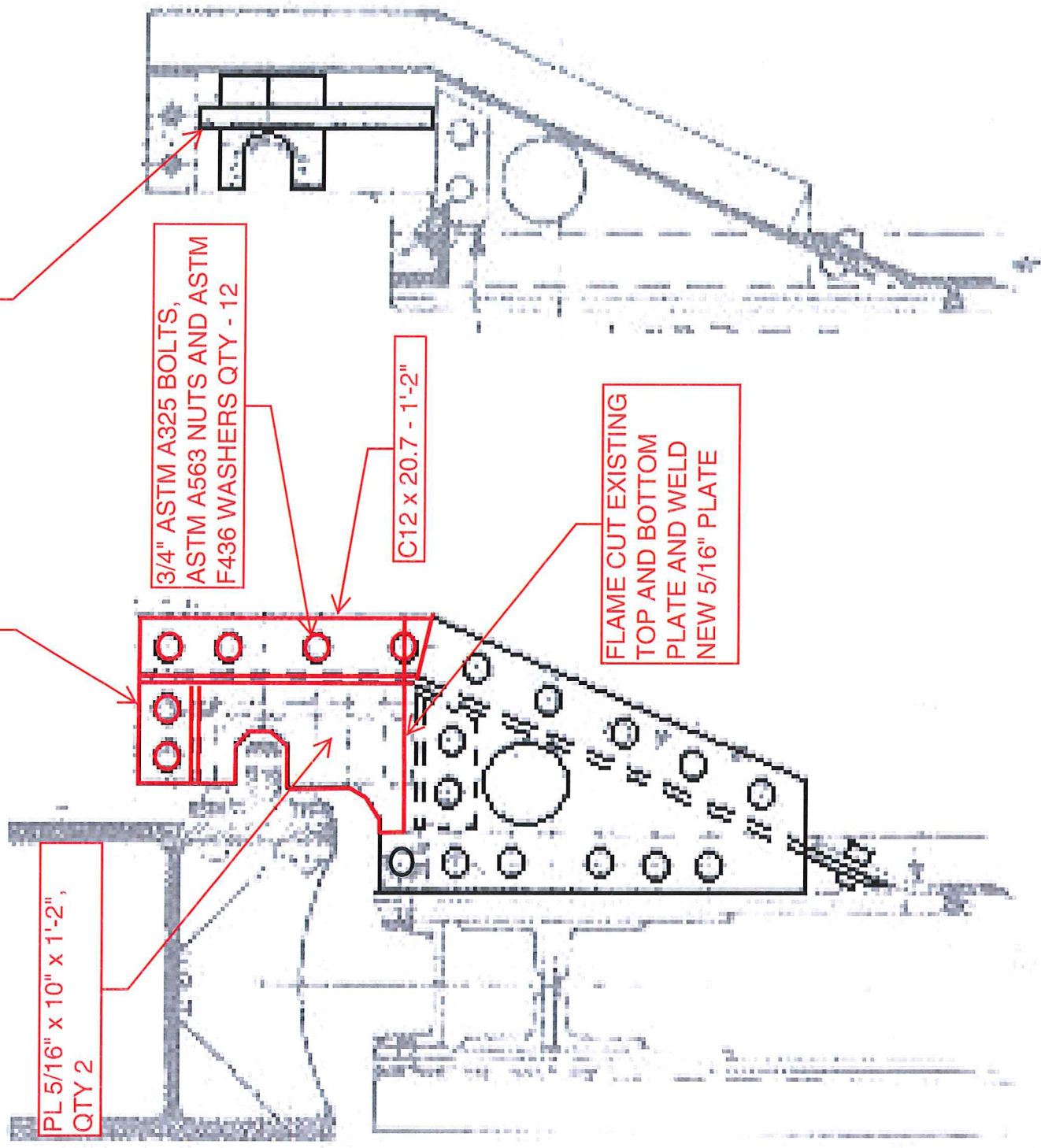
HDR
1001 SW 5th Avenue, Suite 1800
Portland, OR 97204
D 503.423.3728 **M** 973.997.0198
joseph.jacobus@hdrinc.com

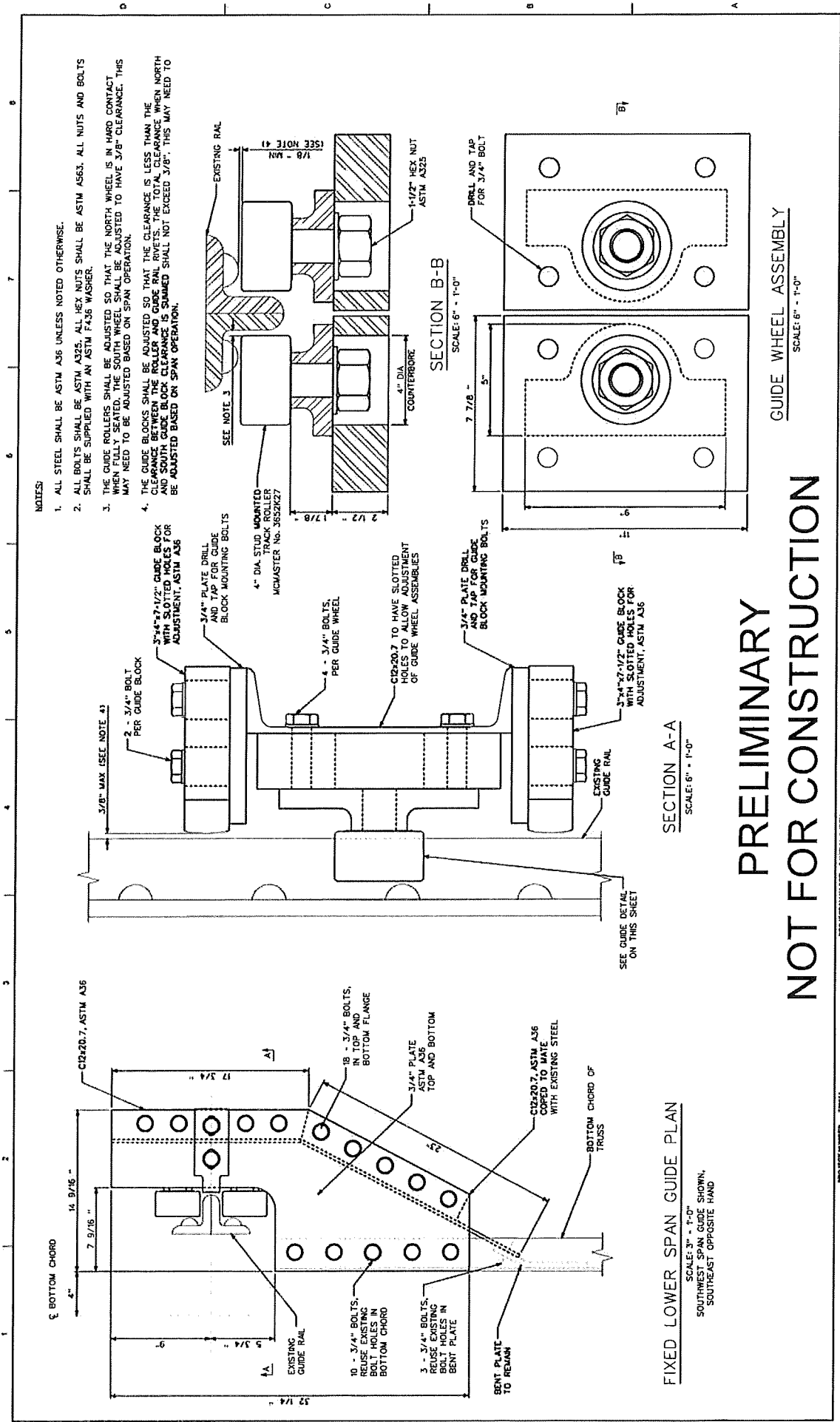
hdrinc.com/follow-us





Longitudinal Span Guide Concept #1 - Replace guides in kind with existing conditions





NOTES:

1. ALL STEEL SHALL BE ASTM A36 UNLESS NOTED OTHERWISE.
2. ALL BOLTS SHALL BE ASTM A325. ALL HEX NUTS SHALL BE ASTM A563. ALL NUTS AND BOLTS SHALL BE SUPPLIED WITH AN ASTM F436 WASHER.
3. THE GUIDE ROLLERS SHALL BE ADJUSTED SO THAT THE NORTH WHEEL IS IN HARD CONTACT WHEN THE ROLLERS ARE ADJUSTED TO HAVE 3/8" CLEARANCE. THIS MAY NEED TO BE ADJUSTED BASED ON SPAN OPERATION.
4. THE GUIDE BLOCKS SHALL BE ADJUSTED SO THAT THE CLEARANCE IS LESS THAN THE CLEARANCE BETWEEN THE ROLLER AND GUIDE RAIL RIVETS. THE TOTAL CLEARANCE WHEN NORTH AND SOUTH ROLLERS ARE ADJUSTED TO BE SHAMMED SHALL NOT EXCEED 3/8". THIS MAY NEED TO BE ADJUSTED BASED ON SPAN OPERATION.

PRELIMINARY NOT FOR CONSTRUCTION

FIXED LOWER SPAN GUIDE PLAN
SCALE: 3" = 1'-0"
SOUTHWEST SPAN GUIDE SHOWN,
SOUTHEAST OPPOSITE HAND

GUIDE WHEEL ASSEMBLY
SCALE: 6" = 1'-0"

PROJECT NUMBER	27051
PROJECT MANAGER	DAVID MCCURRY
DATE	12/20/13
PRELIMINARY DESCRIPTION	PRELIMINARY
DATE	12/20/13
DATE	
DATE	
DATE	
DATE	

PORT OF HOOD RIVER
EMERGENCY REPAIRS
PROPOSED SPAN GUIDE REPLACEMENT

SCALE: AS NOTED

FILENAME: PORR18-02.dgn

SHEET: M-41



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Prepared by: Fred Kowell
Date: December 15, 2015
Re: Sick Leave Policy

The state of Oregon has instituted a new sick leave policy for employers that have more than 10 employees. Currently, the Port provides sick leave to its full-time employees but this new law will extend sick leave to our part-time and seasonal employees as well.

I have attached the sick leave portion of our Personnel Policies and Procedures manual. The red highlighted language will bring the Port into compliance with the new law.

Briefly, here are the major areas of the law that will affect the Port:

- Part-time employees will accrue one (1) hour of sick leave for every 30 hours worked.
- The first ninety (90 calendar) days from the date of hire will be a period whereby the employee may not use sick leave that is accrued. For existing employees, January 1, 2016 will be the start date of the 90 day restriction period.
- I estimate that the budgetary impact will be between \$8,000 - \$10,000 for the Port.

RECOMMENDATION: Approve Resolution 2015-16-4 modifying the Sick Leave Policy to include part-time and seasonal employees under the law.

SICK LEAVE

Sick Leave is an income replacement, insurance-type benefit provided to regular full-time, **part-time and seasonal** employees. It safeguards a wage income and guarantees Port-paid fringe benefit premiums during the time an employee is off work due to a non-occupational injury or disease. Abuse of sick leave is cause for disciplinary action which could include disciplinary action up to and including dismissal.

Accrual. In order to minimize the economic hardships that may result from an unexpected short-term personal or dependent illness or injury, the Port provides regular full-time employees with eight (8) hours of accumulated sick leave per month. Unused sick leave benefits accumulate from year to year. Employees are not paid for unused sick leave upon employment termination. ***Starting January 1, 2016, part-time or seasonal employees may accrue one (1) hour of sick leave for every 30 hours worked. Part-time or seasonal employees will not be able to use sick leave for the first ninety (90) calendar days from the date of hire or as of January 1, 2016 regarding existing part-time or seasonal employees. Under the state law, part-time or seasonal workers are capped up to 40 hours that can be carried over in a year. In addition, part-time or seasonal workers are capped at 40 hours that can be used in a year.***

Notification of Inability to Work. Employees are expected to be able to attend work reliably, predictably, and regularly. Employees who are unable to report to work due to personal or dependent illness or injury must contact the immediate supervisor on or before scheduled starting time. If an employee becomes sick during the day, the supervisor or designee must be notified before the employee leaves work. An employee on sick leave for longer than one full week will be required to provide a doctor's statement. All out-of-pocket expenses incurred by the employee for medical documentation should be submitted the Port for reimbursement.

Part-time and seasonal employees should consider scheduling an appointment or visit with a healthcare provider during a time where it does not interfere with their scheduled shift and/or workday.

When leave is taken to care for a dependent the Port expects that other care arrangements will be made as soon as possible, except where leave for dependent care purposes is provided for by family leave laws (ORS 659A.150-186) and the employee is eligible for such leave. The employee must comply with the notice requirements under family leave laws, which may provide for later notification of inability to work than is otherwise required by this policy, if the need for the leave is unanticipated. The most current Family Leave Policy will always be available in the Finance Office.

Inclement Weather. For the safety of Port employees, sick leave may be used for severe travel advisories during inclement weather. Employees shall notify their supervisor on or before starting time if they are unable to travel safely to work.

**PORT OF HOOD RIVER
Resolution No. 2015-16-4**

**RESOLUTION MODIFYING SICK LEAVE BENEFITS
FOR PART-TIME AND SEASONAL WORKERS OF THE PORT OF HOOD RIVER**

WHEREAS, the above district elects the following:

Pursuant to the state of Oregon’s new sick leave laws, sick leave benefits will be provided to part-time and seasonal employees based upon the criteria below:

Sick leave will accrue at a rate of one (1) hour per 30 hours worked for part-time or seasonal employees; and

Sick leave will not be allowed to be taken for the first 90 calendar days from the date of hire. For existing employees the start date will be January 1, 2016; and

Only 40 hours may be used in a year; and

Only 40 hours of unused sick leave will be allowed to carry over to the next year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Port of Hood River to provide sick leave benefits as indicated above.

ADOPTED by the Board of Commissioners of the Port of Hood River on this 15th day of December 2015.

Brian Shortt

Jon Davies

Rich McBride

Fred Duckwall

Hoby Streich

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Prepared by: Anne Medenbach
 Date: December 15, 2015
 Re: JAL Construction Change Order No. 2

JAL Construction ceased work at the Lower Mill on November 13. The work has been suspended until the engineer determines that the ground will hold truck weight and compact well enough to meet structural specifications.

When the excavation was complete, staff had the site topographically surveyed. Due to the increased amount of excavated material and the increased size of the fill area, the site engineer re-designed the grading plan. This redesign reduced the amount of fill needed by lowering the grade requirement. The grade will now drain well and be just above the roadway. This redesign reduced the amount of fill that the Port would have to import and by generating more fill onsite through grading, saved \$2-3/foot.

The final changes to the grade, and ultimately to JAL’s contracted quantities, are outlined in the attached Change Order No. 2. This change in quantities accounts for a \$49,866.50 increase to the original contract amount of \$145,223.50. The amount is based on unit pricing as outlined by the contract for specific bid items.

The table below shows the percent complete for the work. JAL may not reach these quantities as this is the estimate based on the new survey and grading plan.

	New Grading plan	Current condition	% complete
Fill	18,385 CY	14,485 CY	79%
Grading	7,944 CY	4,019.3 CY	51%
Stockpile	10,000 CY	10,000 CY	100%
Import	2000 TON	260.17 CY (390 Ton)	20%

RECOMMENDATION: Approve Change Order No. 2 with JAL Construction, Inc. for \$49,866.50 for a total contract amount of \$195,090.00, subject to legal counsel review.

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Date: <u>12/3/2015</u>	PORT OF HOOD RIVER	Change Order Number <u>2</u>
CHANGE ORDER		

<input checked="" type="checkbox"/> Ordered by Engineer under terms of the Contract <input type="checkbox"/> Change proposed by Contractor	Contract No. _____ CRP No.: _____ Project Title <u>Lower Mill Grade and Fill</u>
---	--

TO: JALConstruction Inc.
 (Contractor Name and Address)

You are hereby required to comply with the following changes from the contract plans and specifications:
 This work will not extend contracted working days.

DESCRIPTION OF CHANGES	Decrease in Contract Price	Increase in Contract Price
Quantity change due to new grading plan		
a. <i>Bid Fill from stockpile</i> 8,320 CY		
<i>Actual fill from stock pile</i> 10,000 CY		
Total Increase 1,680 CY		
Unit price \$5.40 CY		\$9,072.00
b. <i>Bid for grading</i> 3,850 CY		
<i>Actual grading</i> 7,944 CY		
Total Increase 4,094 CY		
Unit Price \$6.75 CY		\$27,634.50
c. <i>Bid for Geotextile</i> 5,600 CY		
<i>Actual for Geotextile</i> 15,000 CY		
Total Increase 9,400 CY		
Unit Price \$1.40		\$13,160.00
TOTAL		\$49,866.50

Original Contract Amount	Current Contract Amount	Est. Net Change This Order	Est. Total After This Change
\$145,223.50	\$145,223.50	\$49,866.50	\$195,090.00

The time for completion shall be:
 (increased) (decreased) (not changed) by 0 working days.

ACCEPTED _____ Date _____
 (Contractor)

_____ Date _____
 (Surety, when required)

<input checked="" type="checkbox"/> APPROVAL RECOMMENDED <input type="checkbox"/> APPROVED _____ Project Manager _____ Date	APPROVED _____ Executive Director _____ Date
---	--

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Prepared by: Michael McElwee
Date: December 15, 2015
Re: Amendment No. 1 to DDA Agreement with Sheppard

The Disposition & Development Agreement (DDA) with C.M. and W.O Sheppard, Inc. (Sheppard) was approved by the Commission on June 16, 2015. Sheppard has accomplished most of the requirements identified in the DDA including submittal of a building permit application. The project is moving forward as expected except for some schedule slippage.

In early November, Sheppard requested a DDA amendment to allow a closing on the property in January. An earlier closing would allow Sheppard to relocate the water line that bisects the site and carry out site grading prior to commencement of building construction. This would accelerate project completion.

DDA Amendment No. 1 (attached) modifies the project's completion schedule and would allow closing prior to receipt of the building permit. Closing would still be contingent on City approval of the new water line location, agreement of the Maintenance Assessment Agreement and most other conditions in the DDA. Sheppard's has been diligent in completing their responsibilities under the DDA and staff believes the risk is low that timely completion of the project would not occur with an earlier close.

RECOMMENDATION: Approve Amendment No. 1 to the Disposition and Development Agreement with C.M. and W.O Sheppard, Inc., subject to legal counsel review.

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**FIRST AMENDMENT
TO
AGREEMENT FOR DISPOSITION
OF PROPERTY FOR DEVELOPMENT
PORT OF HOOD RIVER TO C.M. & W.O SHEPPARD, INC.**

THIS **FIRST AMENDMENT TO AGREEMENT FOR DISPOSITION OF PROPERTY FOR DEVELOPMENT**, dated and effective as of June 24, 2015, ("First Amendment") is entered into by and between the **PORT OF HOOD RIVER**, a municipal corporation ("Port") and **C.M. & W.O SHEPPARD, INC.**, an Oregon domestic corporation ("Buyer"). Port and Buyer are referred to jointly in this First Amendment as "Parties" and individually as a "Party."

RECITALS

- A. Port and Buyer have entered into that certain Agreement for Disposition of Property for Development, dated June 24, 2015 ("Agreement")
- B. The Parties agree that it is now desirable to update the Agreement to acknowledge that Buyer's progress toward Closing has been delayed, and to allow acquisition of the Property before all Conditions Precedent to Conveyance have been satisfied, each of which requires extensions to the Schedule, changes in the timing of some necessary Project activities and corresponding amendment of certain other portions of the Agreement.
- C. All capitalized terms used herein that are not defined shall the meaning ascribed to them in the Agreement.

AGREEMENT

Now, therefore, in consideration of the mutual benefits to be realized by the following amendments to the Agreement, the following exhibits, sections and subsections of the Agreement shall be modified as shown below. Double-underlining indicates added language; ~~stricken~~ words are deleted.

SECTION 1 REVISED SCHEDULE OF PERFORMANCE

EXHIBIT D, Schedule of Performance attached to the Agreement is deleted and replaced by EXHIBIT D that is attached to this First Amendment.

SECTION 2 REVISED SECTION 2.7.1

Section 2.7.1(a) (iii) is deleted and replaced by the following:

(iii) Port and Buyer shall have agreed to the timing and method for ~~removed or caused~~ the removal of the encroachment of the chain link fence currently encroaching onto the Property from the neighboring property to the north, as shown on Exhibit K attached hereto (the

"Encroachment") and the Port shall have used reasonable efforts to complete the removal of the Encroachment before Closing. If the Encroachment remains at closing and buyer waives this condition precedent, Port shall complete the removal of the Encroachment before the Start of Construction date in the Schedule.

Section 2.7.1(a)(iv) is deleted and replaced by the following:

(iv) The City shall have irrevocably agreed to the relocation of the water line and vacation of the Water Line Easement as provided in Section 3.1 below subject to conditions and terms satisfactory to Buyer in Buyer's sole discretion. Any Buyer waiver of this condition does not extinguish the parties' responsibilities under Section 3.1 below;

Section 2.7.1(a)(viii) is deleted.

Section 2.7.1(b)(vi) is deleted

SECTION 3 REVISED SECTION 2.7.3

Section 2.7.3(a) is deleted and replaced by the following:

(a) If all of the conditions precedent under Section 2.7.1. have not been satisfied, waived or otherwise resolved pursuant to this Agreement on or before ~~October 30 February 15, 2016~~, then this Agreement shall automatically terminate on ~~December 1, 2015 March 1, 2016~~ ("Final Termination Date"), unless the date for satisfying the unsatisfied condition(s) is extended by agreement of the Parties prior to the Final Termination Date, or unless the failure of satisfaction of the conditions precedent is the result of an unavoidable delay, as described in Section 9.9 below (Unavoidable Delay).

SECTION 4 REVISED SECTION 3.1

Section 3.1 is deleted and replaced by the following:

3.1 No Utility Service Representations. Notwithstanding the representations of Section 2.8 above, except as provided below in this Section 3.1, Buyer will determine for its own benefit that, public and private utilities are available to the Property with sufficient capacity to serve the Project, and that any utilities located within the Property are acceptable or shall be removed by Buyer, at Buyer's expense. Notwithstanding the foregoing, Buyer and the Port acknowledge and agree that the 15 foot water line easement that approximately bisects the Property running in a north-south direction (the "Water Line Easement") will be extinguished ~~as a condition of Closing~~ and the water line will be relocated from the Property to the public right-of-way, generally as shown on the attached Exhibit L. Buyer shall be responsible for such relocation before the Start Construction Date in the Schedule and in compliance with City requirements, but the Port agrees to pay one-half ~~Twenty-eight Thousand Six Hundred Seventy and no/100 Dollars (\$28,670.00)~~ as a fixed share of the cost of relocation, ~~which~~ Up to Forty Thousand and no/100 Dollars (\$40,000.00) shall be credited to Buyer and deducted from the Purchase Price at Closing as the Port's estimated share of the cost of relocation. If the actual cost of relocation is less than Eighty Thousand and no/100 Dollars (\$80,000.00), the Buyer will pay the Port the

difference between one-half of the cost of relocation and \$35,000, not later than thirty (30) days after the relocation is complete. If the cost of relocation is greater than Eighty Thousand and no/100 Dollars (\$80,000.00), the Buyer will invoice the Port for the difference between one-half of the cost of relocation and \$40,000, and the Port will pay the invoiced amount within thirty (30) days of its receipt of the invoice. The Port and Buyer agree to cooperate and to exercise good faith efforts to facilitate such vacation and relocation.

SECTION 5 REVISED SECTION 5.5

Section 5.5 is deleted and replaced by the following:

5.5 Diligent Completion

Subject to the terms and conditions of this Agreement, after Closing, Buyer will obtain building permits for the Project from the City, and complete the Project through the construction of improvements on the Property in substantial conformance with, and without any material deviation from, the Final Construction Drawings, and in compliance with the Schedule of Performance, subject to Unavoidable Delay as provided in Section 9.9. Buyer agrees to keep Port informed of its progress with respect to development of the Project during construction, with periodic reports to be issued no less frequently than once a month until the City issues a final Certificate of Occupancy for the Project. Such update reports may be made via email correspondence to Michael McElwee or his successor.

SECTION 6 GENERAL PROVISIONS

6.1 Complete Agreement

This First Amendment is the complete agreement among the parties with respect to the subject covered by this First Amendment and it supersedes any prior oral agreements on the same subjects.

6.2 Effect on Agreement

Except as amended by this First Amendment, the Agreement remains in full force and effect. No changes to the Agreement, this First Amendment or any of the documents the Port has approved that are attached to or referred to in this First Amendment shall be effective without the written consent of the Port, which consent may be granted or withheld in the Port's discretion.

Executed in multiple counterparts as of the day and year first above written.

PORT OF HOOD RIVER, OREGON

By: _____
Michael S. McElwee, Executive Director

APPROVED AS TO FORM:

Port General Counsel

C.M. & W.O SHEPPARD, INC.

By: _____
Craig W. Sheppard, President

By: _____
Benjamin C. Sheppard, Vice-President

EXHIBIT D

SCHEDULE

SHEPPARDS SCHEDULE OF PERFORMANCE

<u>Activity</u>	<u>Progress</u>
Retain Architect	Completed
Preliminary Plan Review with Port	Completed
Submit Lender Pre-Approval Letter	Completed
Pre-Application Conference with City	Completed
Land Use/Site Plan Approval	Completed
Complete Design Development Drawings	Completed
Complete Design Development Cost Estimates	Completed
Submit Preliminary Plans for Port for Review	Completed
Obtain Design Approval from Port	Completed
Complete Construction Drawings	Complete
Submit Construction Drawings to Port	Complete
Submit For Building Permits	Complete
Lender Loan Approval	Complete (Unused)
Closing	January 15, 2016
Obtain Building Permits	February 25, 2016
Start Construction	March 1, 2016
Substantial Completion	October 15, 2016
Certificate of Occupancy	November 30, 2016

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Prepared by: Michael McElwee
Date: December 15, 2015
Re: Summit Strategies Contract Amendment

The Fixing America's Surface Transportation Act (FAST Act) was signed into law on December 4, 2015. Section 1105 of the Fast Act creates a new \$4.5 billion Nationally Significant Freight and Highway Projects (NSFHP) discretionary grant program. Through the work of Summit Strategies ("Summit"), the definition of eligible projects in that program specifically identifies projects located in National Scenic Areas (NSA). However, eligible bridge and highway projects must be on the National Highway System.

In 1997, the Washington Legislature designated the area between SR-14 and the Oregon state line, the route of the current bridge, on the Washington State Highway System. The remainder of the bridge, to the SR-35 Right of Way, is not on the Oregon State Highway System. Thus, any effort by the Port to seek federal funds under Section 1105 of the FAST Act will not meet eligibility criteria.

To obtain state highway designation, the Oregon part of the bridge must be added to the Oregon State Highway system by legislative action. Summit Strategies has made contact with Representative Mark Johnson's office to discuss a potential way forward in the upcoming short session of the legislature. The prospects look initially promising. However, the current contract with Summit does not include funds for State legislative advocacy.

The attached scope and fee proposal would carry out the advocacy steps that are expected to be necessary through the end of the short legislative session starting in January.

RECOMMENDATION: Approve Amendment No. 1 to the contract with Summit Strategies in an amount not to exceed \$15,600 plus reasonable reimbursable expenses subject to legal counsel review.

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SUMMIT STRATEGIES

Hal Hiems
Partner

655 15th Street, NW, Suite 225
Washington, DC 20005
(202) 494-3104 cell
HalH@summitstrategies.us
www.summitstrategies.us

DATE: December 10, 2015

TO: Mr. Michael McElwee

FROM: Hal Hiemstra

SUBJECT: Contract Amendment re State Legislative Work

Thank you for the opportunity to present a proposal for an amendment to our current contract with the Port. This proposed amendment covers time and material spent in October and November, 2015 on Port/One Gorge work at the state level, on work taking place in the month of December 2015, and work proposed primarily for January and February, 2016. The focus of this work is to advance the agenda in Salem of the One Gorge Coalition generally, and specifically to secure legislative language designating any new bi-state bridge in Hood River as an extension of Hwy 35 – a federally designated highway on the National Highway System. Such a designation is necessary to ensure that any future federal discretionary funding request(s) associated with a new bridge is eligible for discretionary funding under the new Nationally Significant Freight and Highway Projects Program created by Congress in the FAST Act.

Briefly, Summit Strategies worked 10 hours in October and 10 hours in November laying the ground work for a successful state legislative campaign. Invoices already provided by Summit Strategies to the Port outlined specific activities that were undertaken by Ms. Kristine Evertz, Ms. Giguere and me on behalf of the Port and One Gorge. Activities included significant outreach by Ms. Evertz to various state legislators including Rep. Mark Johnson and Senator Chuck Thomsen, and a meeting I held with Rep. Tobias Read to seek his assistance in securing legislative language in the upcoming short session of the Oregon Legislature.

So far, during the month of December, Ms. Evertz has worked closely with Rep. Johnson and his staff to draft legislative language that he has agreed to sponsor in Salem. At an event Summit Strategies held in our DC office today, Ms. Evertz, Ms. Giguere and I each had the opportunity to individually discuss with Speaker Kotek and Majority Leader Williamson the need for this language in the upcoming short session.

We propose that Ms. Evertz will continue to take the lead on representing the Port and One Gorge in Salem. Beginning with Legislative Days in January, the Scope of Work she has proposed for the five week period includes:

- Regular communications and meetings with Representative Mark Johnson and policy staff, our legislative champion.
- Multiple communications with Legislative Counsel (via Rep. Johnson's office) to refine and preferred language.



SUMMIT STRATEGIES

- Achieve early buy-in and commitment from other members of the “Gorge Caucus” to promote the legislation. Face-to-face meetings. Provide periodic updates on our progress, and solicit their help, as needed.
- Conduct necessary research and information exchange with client to build internal talking points and develop one-pager to promote legislation.
- Early meetings with Senator Beyer, Chair of the Senate Business and Transportation Committee and Representative Caddy McKeown, Chair of the House Transportation and Economic Development Committee to ensure their support for bringing the amendment.
- Attend Legislative Days in January when committees will determine what bills they will putting forth. Begin meeting with key legislators.
- Maintain communications with key staff at ODOT and the Governor’s office to secure their support, tacit support, or at a minimum ensure that there will be no opposition.
- Meet with leadership offices to put the item on their radar and ask for their support. [estimated 6 or more meetings]
- Meetings with the Vice-Chairs and rank-and-file members of the House and Senate Committees on Transportation to shore up support prior to a vote. [10 meetings]
- Attend regularly scheduled House and Senate Transportation Committee meetings [4x weekly].
- Attend Transportation Forum meetings to receive high-level updates on transportation related happenings during session and share information with other transportation lobbyists [4x during session and multiple side conversations].
- Seek out opportunities to broaden the scope of support by pulling in other interests that would also benefit from the bridge. This could include parties with concerns about current bridge safety as well as parties that could benefit from a large scale engineering and construction project.
- Arrange meetings between client and key legislators, as needed. Ensure client is briefed and has all materials necessary to facilitate successful meetings.
- Testify, as needed, or prepare client to testify before the committee(s) when concept is formally considered.
- Watch for, track and engage on other issues that emerge which may be of interest or concern to the One Gorge coalition.
- Keep client regularly informed of progress on a weekly basis and more frequently as needed, and respond to client communications within 24 hours and within 2 hours for urgent matters.
- Engage the One Gorge Coalition, when appropriate, in advocacy effort. For example, this could include drafting a short action alert communication to be sent to the One Gorge list asking them to contact key legislators if a broader push becomes necessary.
- Attend meetings and provide briefings in Hood River to the client and One Gorge Coalition.
- Attend One Gorge Meetings when possible.
- Participate in and invite legislators and other relevant state officials to attend Gorge(ous) Night in Salem.

The above Scope of Work easily translates into 10 hours per week during the 5 weeks of the 2016 short Session of the Oregon Legislature, and could easily wind up being closer to 15 hour per week. This estimate of time does not take into account drive time.



SUMMIT STRATEGIES

DATE:	Hours	Cost proposal	Cost
October 2015	10 hours @ \$200 hour	=	\$ 2,000
November 2015	10 hours @ \$200 hour	=	\$ 2,000
December 2015	estimated 8 hours @ \$200 hour	=	\$ 1,600
Jan/Feb, 2016	50 hours @ \$200 hour	=	<u>\$10,000</u>
Expenses including mileage, not to exceed		=	\$ 1,400
Grand total for Salem Contract Amendment		=	\$17,000

If necessary we encourage you to share this cost proposal with One Gorge Members to provide them with the opportunity to share in the cost of this important work. Ensuring that the final piece of the legislative puzzle comes together is critical to the overall strategy for moving forward with a significant discretionary request for federal funding.

Further, using the upcoming Session to emphasize the need for the new bridge should position the Port and One Gorge Coalition with the perfect opportunity to link this bridge project with any other transportation efforts that may be considered for inclusion in a comprehensive statewide transportation package that will be considered during the 2017 Session of the Oregon Legislature. Laying the groundwork in 2016 with state legislators should position the Port and One Gorge Coalition to be an active participant in transportation discussions that will shape the 2017 transportation package. Speaker Kotek suggested today, that the 2017 transportation package is likely to be significantly larger than the transportation package that failed in the 2015 legislature. Being part of that discussion over the next year should pay clear dividends down the road.

I look forward to your review and consideration of this proposed amendment.

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