



**PORT OF HOOD RIVER COMMISSION**  
**MEETING AGENDA**  
**Tuesday, March 17, 2020**  
**Marina Center Boardroom**

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

1. Call to Order
    - a. Modifications, Additions to Agenda
  2. Recognition of the Retirement of Roger Benn (*Fred Kowell, Page 3*)
  3. Public Comment (5 minutes per person per subject; 30-minute limit)
  4. Consent Agenda
    - a. Approve Minutes of March 3, 2020 Regular Session (*Maria Diaz, Page 5*)
    - b. Approve Accounts Payable to Jaques Sharp in the Amount of \$9,910.00 (*Fred Kowell, Page 9*)
  5. Presentations and Discussion Items
    - a. Yakama Nation Toll Waiver Policy (*Michael McElwee – Page 13*)
    - b. Bridge Replacement Update (*Kevin Greenwood, Page 21*)
  6. Director's Report (*Michael McElwee – Page 39*)
  7. Commissioner, Committee Reports
    - a. Urban Renewal Agency, March 9 – *David Meriwether, Hoby Streich*
    - b. PNWA Mission to Washington D.C. – *Kristi Chapman*
  8. Action Items
    - a. Approve Resolution No. 2019-20-4 Authorizing Issuance of Bond to Refinance Debt Related to the Purchase of the Luhr Jensen Building (*Fred Kowell, Page 47*)
    - b. Approve Amendment No. 1 to Task Order 9 with HDR Engineering for Bridge Engineering Services (*Michael McElwee, Page 93*)
    - c. Approve Contract with Liz Olberding for Architecture Design Services Related to Port Building Shop Remodel (*Michael McElwee, Page 99*)
    - d. Approve Contract Steve Siegel for Bridge Replacement Governance Evaluation (*Kevin Greenwood, Page 111*)
  9. Commission Call
- 
10. Executive Session under ORS 192.660(2)(e) real estate negotiations and ORS 192.660(2)(h) legal consultation on current litigation or litigation likely to be filed.
  11. Possible Action
  12. Adjourn

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

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



**INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA**

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*Proclamation of Commendation and Appreciation*

**ROGER BENN**

**WHEREAS**, Roger Benn (“Roger”) has been employed at the Port of Hood River (“Port”) since September 2, 2014; and

**WHEREAS**, Roger has announced that he will be retiring from the Port on April 3, 2010, and having worked for a total of five years and seven months-- despite sustained appeals from staff and his supervisor to reconsider his decision; and

**WHEREAS**, Roger has stated his avowed intention to focus his time in retirement principally on family, grandkids, traveling and quality time in Las Vegas; and

**WHEREAS**, Roger has served the Port with distinction in a variety of roles including Toll Collector and Parking Enforcement Officer, and

**WHEREAS**, Roger has earned the profound affection and admiration from all Port staff for his work ethic, collaborative nature and positive attitude, among other laudable qualities; and

**WHEREAS**, Roger has earned the appreciation of Port customers and the general public for his responsiveness, professionalism and nice-guy personality; and

**WHEREAS**, Roger will be missed by his work colleagues, customers and waterfront parking violators;

**NOW, THEREFORE** on this 17th day of March 2020, in recognition of his exemplary service to the Port , and assuming there are no typos herein, the Port of Hood River Commission does convey this Proclamation of Commendation and Appreciation to **Roger Benn, and declare May 14<sup>th</sup> 2020, as Roger Benn day.**

\_\_\_\_\_  
John Everitt

\_\_\_\_\_  
Ben Sheppard

\_\_\_\_\_  
Dave Meriwether

\_\_\_\_\_  
Kristi Chapman

\_\_\_\_\_  
Hoby Streich

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*Port of Hood River Commission  
 Meeting Minutes of March 03, 2020, Regular Session  
 Marina Center Boardroom  
 5:00 pm.*

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

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**5:00 pm.  
 Regular Session**

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

**Absent:** Kristi Chapman

**Media:** None

**1. CALL TO ORDER:** President John Everitt called the regular session to order at 5:02 pm. Modifications to agenda:

- a. Distribute a revised Bridge Replacement Project handout to Commissioners, due to printing error.
- b. Move Action Item (b) Approve Landlord and Collateral Agent Agreement with Turtle Island Foods, SPC, and Proterra Finance, LLC. to Executive Session under ORS 192.660(2)(e) real estate negotiations.

**2. PUBLIC COMMENT**

- a. None

**3. CONSENT AGENDA:**

- a. Approve Minutes of February 18, 2020, Regular Session
- b. Appoint Bud Musser and Dave Koebel to the Airport Advisory Committee for 3-year terms and Brook Bielen and Tor Bieker for two-year terms

**Motion:** Move to Approve Consent Agenda

**Move:** Streich

**Second:** Meriwether

**Discussion:** Ann Medenbach introduced Airport Advisory Committee members; Bud Musser, Dave Koebel, Brook Bielen, and Tor Bieker

**Vote:** Unanimous

**4. PRESENTATION AND DISCUSSION ITEMS:**

a. Kathy Fitzpatrick, Mobility Manager for the Mid-Columbia Economic Development District, presented an overview of local efforts to increase the availability of public transportation options for residents in the Mid-Columbia Region. Fitzpatrick highlighted recent expansions of new fixed route service to Mt. Hood Meadows, Carson, and Vancouver. Fitzpatrick also highlighted the online trip planning features that are available for users. Fitzpatrick individually mentioned efforts and the services provided for users under the Skamania County Transit, Mt. Adams Transportation Service, Mt. Hood Express, and the Dog Mountain Shuttle. Fitzpatrick gave an overview of the Gorge Transit Strategy plan and mentioned the strategy is available on the Gorge Translink website. President Everitt asked about governance/management of the regional system. Fitzpatrick answered the agencies work as a coalition/alliance, and all are separately are funded. Commissioner Meriwether commended Fitzpatrick for her work. Fitzpatrick highlighted that the "Everybody Rides" campaign was nationally awarded. Michael McElwee sought ideas on how Port can continue to support public transportation. Fitzpatrick

mentioned Work Sessions in May, August, and December for Commissioners to wish to attend. Everitt requested an invitation to the Work Sessions mentioned.

**5. REPORTS:**

- a. Bridge Replacement Update-Accepted with no discussion.

**6. Directors Report-** McElwee reminded Commission of the upcoming Work Session on March 10, 2020. McElwee highlighted a successful Open House on February 20 to received public input for the Strategic Business Plan. Scholl mentioned Spanish surveys launched. Scholl also indicated The Next Door, Inc. would be providing Spanish surveys to Spanish speakers during an event and delivering surveys during a Native American event as well. McElwee noted the 360-Review notification to Commissioners explaining the process with a future discussion in April for recommendations. McElwee reported the City of Hood River finalized the storm line repair contract for City Council approval in April 2020. McElwee mentioned City's Finance Director Will Norris will meet with property owners and present different sources for funding for the storm line. McElwee commended Scholl for "Gorgeous Night in Salem" organization. Commissioner Everitt asked about how the OneGorge Advocacy group formed and Scholl explained briefly the history and purpose of the group, explaining that the informally organized group formed in 2015 following a model called "Community of Practice" where professionals get together and talk about their work and find ways to support each other with in the group, in this case that practice is legislative advocacy. McElwee lastly mentioned a letter from the Outrigger Canoe Club of an update on their accomplishments and future goals. Medenbach highlighted that she had received news from Salem added the Port's request for general funding to the House Bill.

**7. COMMISSIONER, COMMITTEE REPORTS:**

Sheppard reported the Marina Committee meeting occurred last week, stating that overall the Committee is satisfied with no significant issues. The Sailing Club received grants that will serve for scholarships. The Committee agrees the flotation issue needs to be fixed by the end of the year. Sheppard mentioned an individual seeking to provide a charter service out of the Marina had been informed of the options and advised to work with Port with his proposal to find out if other options are available.

Medenbach reported the Airport Committee continues to meet monthly do to present projects and will move to quarterly once plans are clear.

**8. ACTION ITEMS:**

- a. **Approve Amendment No. 2 to Task Order No. 5 with Century West Engineering for Construction Management Services Related to the ConnectOregon VI Project Not to Exceed \$180,114.20.**

**Motion:** Approve Amendment No. 2 to Task Order No. 5 with Century West Engineering for Construction Management Services Related to the ConnectOregon VI Project Not to Exceed \$180,114.20.

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

- b. **Approve Landlord and Collateral Agent Agreement with Turtle Island Foods, SPC and Proterra Finance, LLC**

**Motion:** Approve Landlord and Collateral Agent Agreement with Turtle Island Foods, SPC and Proterra Finance, LLC

Move: Meriwether  
Second: Sheppard  
Discussion: None  
Vote: Aye: Sheppard, Everitt, Chapman, Meriwether. Nay: Streich.

**8. COMMISSION CALL:**

Meriwether mentioned the efforts to find ways to approach other entities or organizations within the County to contribute and expand support to the Energy Council. Everitt mentioned he had hopped on the CAT's tour for one of the fixed routes and was informed by CAT's driver that the majority of current usage of the Pink Trolley in summer is by local users avoiding parking issues downtown.

**9. EXECUTIVE SESSION:** President John Everitt recessed Regular Session at 6:20 pm to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

**10. POSSIBLE ACTION:** None.

**11. ADJOURN 6:45 pm.**

**Motion:**  
Motion to adjourn the meeting  
Vote: Unanimous

**MOTION CARRIED**

The meeting adjourned at 6:35 pm.

Respectfully submitted,

\_\_\_\_\_  
Maria Diaz

**ATTEST:**

\_\_\_\_\_  
John Everitt, President

\_\_\_\_\_  
David Meriwether, Secretary

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# Commission Memo



Prepared by: Fred Kowell  
Date: March 17, 2020  
Re: Accounts Payable Requiring Commission Approval

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<b>Jaques Sharp</b>	<b>\$9,910.00</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$9,910.00</b>
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# JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED

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

Page: 1  
March 04, 2020  
Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MCELWEE EMPLOYMENT CONTRACT 0.00	44.00	0.00	0.00	0.00	\$44.00
TURTLE ISLAND INCORPORATED (Lease) 1,166.00	880.00	0.00	0.00	-1,166.00	\$880.00
Mt. Hood Railroad 110.00	44.00	0.00	0.00	-110.00	\$44.00
MISCELLANEOUS MATTERS JJ 858.00	726.00	0.00	0.00	-858.00	\$726.00
GRANT-Airport Improvements (FAA) 0.00	22.00	0.00	0.00	0.00	\$22.00
AIRPORT T-HANGER LEASE FORMS (2012-2013) 660.00	0.00	0.00	0.00	-660.00	\$0.00
LEASE (PFriem Brewing) 352.00	0.00	0.00	0.00	-352.00	\$0.00
CRUISE SHIP DOCK AGREEMENT 814.00	924.00	0.00	0.00	-814.00	\$924.00
PROPERTY ISSUES 110.00	0.00	0.00	0.00	-110.00	\$0.00
ODOT IGA - I-84 BRIDGE REPLACEMENT 0.00	682.00	0.00	0.00	0.00	\$682.00

HOOD RIVER, PORT OF

Account No: March  
PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
BRIDGE GUARDRAIL REPAIR -Columbia River Contractor 726.00	0.00	0.00	0.00	-726.00	\$0.00
EXIT 62 PROPERTY (Four Feathers Farms, LLC) 1,584.00	1,556.00	0.00	0.00	-1,584.00	\$1,556.00
T-HANGAR LEASE DEFAULTS 0.00	4,922.00	0.00	0.00	0.00	\$4,922.00
I-84 Construction Storage License 0.00	88.00	0.00	0.00	0.00	\$88.00
PROPERTY PURCHASE 88.00	22.00	0.00	0.00	-88.00	\$22.00
<u>6,468.00</u>	<u>9,910.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-6,468.00</u>	<u>\$9,910.00</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 29th OF FEBRUARY UNLESS OTHERWISE STATED

# Commission Memo

Prepared by: Michael McElwee  
Date: March 17, 2020  
Re: Yakama Nation Toll Waiver Policy



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On September 30, 2019, Commission President John Everitt received the attached letter from JoDe Gowdy, Chair of the Yakama Nation Tribal Council, that addressed bridge tolling. The letter states that Yakama Nation members have the right to travel over any public highway “... free from restriction, encumbrance, or precondition,” based on the 1855 treaty between the U.S. Government and the Yakama Nation.

The Port’s General Counsel contacted outside counsel Connie Sue Martin of the Schwabe law firm. Ms. Martin has affirmed the position of the Yakama Tribal Council.

The attached draft letter and draft Toll Waiver Policy represent the recommended Port response to the September 30, 2019 letter. They have been reviewed by both Port counsel and outside counsel.

Staff seeks Commission review and discussion about these draft documents before finalization.

The final Toll waiver Policy would be brought to the Commission for final approval at the April 7 meeting.

**RECOMMENDATION:** Discussion.

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Confederated Tribes and Bands  
of the Yakama Nation

Established by the  
Treaty of June 9, 1855

September 25, 2019

Sent via USPS and Electronic Mail

Mr. Michael McElwee  
Executive Director  
Port of Hood River  
1000 E. Port Marina Drive,  
Hood River, OR 97031  
mmcelwee@portofhoodriver.com

Re: REQUEST FOR HOOD RIVER BRIDGE TOLL EXEMPTION FOR YAKAMA NATION  
ENROLLED MEMBERS AND TRIBAL GOVERNMENT EMPLOYEES

Dear Mr. McElwee:

I write on behalf of the Confederated Tribes and Bands of the Yakama Nation (“Yakama Nation”), a federally recognized Sovereign Native Nation pursuant to the Treaty with the Yakamas, 12 Stat. 951 (June 9, 1855). It is our understanding that the Port of Hood River is collecting tolls from Yakama Nation enrolled Members and its Tribal Government employees for crossing the Hood River Bridge. Charging such tolls is impermissible as it interferes with Yakama Nation’s Treaty-reserved rights and is violation of federal law.

The Treaty with the Yakamas secured to the sovereign Yakama Nation the right to travel upon public highways, free from restriction, encumbrance and preconditions.<sup>1</sup> The charging of tolls upon Yakama Nation enrolled Members and its Tribal Government employees, such as those collected for crossing the Hood River Bridge, is a type of encumbrance prohibited by the Treaty with the Yakamas.<sup>2</sup> While bridge tolls and other road use fees or taxes may be authorized under state law, those laws are valid only to the extent they are not inconsistent with federal law or Treaty. Where such conflict exists, as it does here, the Supremacy Clause of the United States Constitution demands that Treaties between the United States and Sovereign Native Nations preempt the offensive state law.<sup>3</sup>

<sup>1</sup> See Art. III, para.1, of the Treaty with the Yakamas, 12 Stat. 951, 953 (June 9, 1855, ratified March 8, 1859, proclaimed April 18, 1959); see also *Washington State Dept. of Licensing v. Cougar Den, Inc.*, 139 S. Ct. 1000 (2019); *Yakama Indian Nation v. Flores*, 955 F. Supp. 1229 (E.D. Wash. 1997), *aff’d sub nom. Cree v. Flores*, 157 F.3d 762 (9th Cir. 1998); *United States v. Smiskin*, 487 F.3d 1260 (9th Cir. 2007).

<sup>2</sup> See *Cougar Den, Inc.*, 139 S. Ct. at 1021 (holding the State may not “reverse the promise the United States made to the Yakamas in 1855 by imposing a tax or toll on tribal members...”); *id.* at 1022 (“it follows that a State could not bar Yakama members from traveling on a public highway, or charge them a toll to do so”).

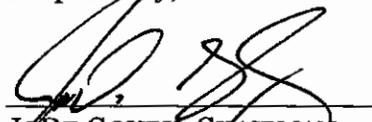
<sup>3</sup> See U.S. CONST. art. VI, cl. 2 (“This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all Treaties made, or which shall be made, under the authority of the United States,

Our Treaty-reserved right to travel on public highways free from restriction, encumbrance and preconditions extends to off-Reservation travel throughout the Northwest and beyond.<sup>4</sup> Regarding the tolls charged for crossing at the Hood River Bridge, federal law mandates that such tolls, even if authorized by state law, must yield to the Treaty with the Yakamas and its sacred guarantees. This mandate has been consistently upheld by federal courts, and was most recently affirmed by the Supreme Court of the United States.<sup>5</sup> Thus, the imposition of tolls upon Yakama Nation enrolled Members and its Tribal Government employees for crossing the Hood River Bridge is strictly prohibited.

To resolve this issue, Yakama Nation requests that the Port of Hood River immediately cease charging Members of Yakama Nation and its Tribal Government employee tolls for crossing the Hood River Bridge. Additionally, Yakama Nation requests the Port of Hood River institute an exemption process to ensure there is no further interference with our federally protected Treaty-reserved right to travel. This is easily accomplished by instructing your tollbooth attendants to accept identification cards for Yakama Nation enrolled Member its Tribal Government employees as proof for toll exemption purposes.

Yakama Nation welcomes dialogue with the Port of Hood River on how to move forward on this issue. Please contact Marcus Shirzad, Senior Attorney with the Yakama Nation Office of Legal Counsel at (509) 865-7268, with any concerns or questions regarding this letter.

Respectfully,



JODE GOUDY, CHAIRMAN  
YAKAMA NATION TRIBAL COUNCIL

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shall be the supreme law of the land"); *see also Worcester v. Georgia*, 31 U.S. 515, 561 (holding state laws and actions that interfere with the relations between the United States and Sovereign Native Nations are preempted by the Constitution, laws, and treaties of the United States).

<sup>4</sup> *See Yakama Indian Nation*, 955 F. Supp. 1229, 1249 ("both parties to the treaty [the Yakamas and the United States] expressly intended that the Yakamas would retain their right to travel outside reservation boundaries, with no conditions attached").

<sup>5</sup> *See Cougar Den, Inc.*, 139 S. Ct. at 1015 (holding state laws taxing travel on public roads are preempted by Art. III, para.1, of the Treaty with the Yakamas because they burden a Treaty-protected right to travel).

Delano Saluskin  
Chairman  
Yakama Nation Tribal Council  
P.O. Box 151  
Toppenish, WA 98948

Dear Chairman Saluskin:

Greetings, and congratulations on your election. I write on behalf of the Port of Hood River (“Commission”) in response to a September 25, 2019 letter from former Chairman JoDe Goudy regarding vehicle tolling on the Hood River Interstate Bridge (“Bridge”). The Commission appreciates the time the Yakama Nation has given the Port to evaluate the issue and come to an informed decision.

Consistent with the position taken in the September 25, 2019 letter, the Commission acknowledges that Article 3, paragraph 1, of the Treaty with the Yakamas (12 Stat. 951) reserves the right to travel upon public highways, free from restriction, encumbrance and preconditions. Further, the Commission agrees that Enrolled Members (“Members”) and Tribal Government employees (“Employees”) of the Confederated Bands and Tribes of the Yakama Nation (“Yakama Nation”) should be allowed to cross the Bridge without paying a vehicle toll. Accordingly, the Commission has directed Executive Director Michael McElwee to implement a toll waiver for Members and Employees via formal policy starting June 1, 2020.

The Port currently uses electronic tolling technology (“Breeze-By”) which allows motorists with a transponder to pass through the Toll Plaza without stopping. The Port is also implementing License Plate Recognition (“LPR”) technology, which allows motorist who do not have a Breeze-By transponder to be identified and billed later. For reasons of both motorist safety and continuous traffic flow, these technologies allow motorists to pass through the toll plaza as quickly as possible.

Our staff believes the best way to implement the toll waiver for Members and Employees is to utilize the LPR system. Michael McElwee, Port Executive Director and Marcus Shirzard, Yakama Nation Senior Attorney have discussed the following approach:

- The Port will request the transfer of information regarding Yakama Nation license plates from the Yakama Nation Motor Vehicles Registration Program.
- The license plate information will reside in our “Breeze-by” data base. Any Yakama Nation vehicle will be able to travel through the toll plaza without stopping. The license plate will be recognized as a toll-waived vehicle. No invoice will be issued.
- Members or Employees travelling in a vehicle without a Yakama Nation license plate will need to show their Enrollment Card (Members) or Identification Card (Employees) to the toll booth attendant. Drivers will be waived through but asked to stop by the Port office (within 100 yards of the toll plaza) and provide their license plate information for the Breeze-by system. Thereafter, that vehicle may pass through the Bridge toll plaza without stopping.

The Port requests photo images of a both Member and Employee identification cards, and of any typical Yakama Nation license plate(s) in use. These will be used to train toll staff and facilitate card and license plate recognition by toll booth attendants.

Please note that the “Breeze-By” tolling system was also installed at the ‘Bridge of The Gods’ in Cascade Locks, Oregon starting in January 2020. Although the Port of Hood River provides administrative support services, tolling policies for that bridge are determined by the Port of Cascade Locks Commission. Therefore, a toll waiver policy approved for the Hood River Bridge would not apply to the Bridge of the Gods unless we are instructed to do so by that Port’s.

The Port of Hood River Commission and staff intends to successfully implement this new toll waiver policy for Yakama Nation Members and Employees on the Hood River Bridge starting June 1, 2020.

Respectfully,

John Everitt, Commission President  
Port of Hood River

cc: Port Commissioners  
Michael McElwee, Executive Director  
Fred Kowell, Chief Financial Officer

DRAFT

**Port of Hood River  
Hood River-White Salmon Interstate Bridge**

**Statement of Policy Regarding Non-Revenue Passage  
For Yakama Nation Tribal Members and Employees**

**DRAFT**  
March 17, 2020

The Confederated Bands and Tribes of the Yakama Nation (“Yakama Nation”) is a federally recognized Sovereign Native Nation pursuant to the Treaty with the Yakamas, 12 Stat. 951 (June 9, 1855). The Treaty with the Yakamas secured to the Yakama Nation the right to travel upon public highways, free from restriction, encumbrance and precondition. This treaty includes a right to travel that has been recognized and affirmed by the United States Supreme Court in *Wash. State Dep't of Licensing v. Cougar Den, Inc.*, 139 S. Ct. 1000, 203 L.Ed.2d 301 (2019)

Therefore, it is the policy of the Port of Hood River (“Port”) that Enrolled Members (“Members”) and Tribal Government employees (“Employees”) of the Yakama Nation shall cross the Hood River-White Salmon Toll Bridge (“Bridge”) without paying a vehicle toll.

This policy shall be implemented on and after June 1, 2020, as follows:

- The Port will maintain and periodically update a data base of Yakama Nation license plates from the Yakama Nation Motor Vehicles Registration Program or State of Washington Department of Licensing.
- Any Yakama Nation vehicle identified within the data base shall be recognized as a toll-waived vehicle and travel through the Bridge toll plaza without stopping. No invoice will be issued.
- Members or Employees travelling in a vehicle without a Yakama Nation license plate who wish to travel toll free over the Bridge shall show their Enrollment Card (Members) or Identification Card (Employees) to the toll booth attendant when crossing the Bridge. Those drivers will not be subject to a toll but must visit the Port office and provide their license plate information on the same day or next business day to obtain a future toll waiver. Thereafter, that vehicle may pass through the toll plaza without stopping.

Approved by the Board of Commissioners (April \_\_, 2020)

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## Hood River – White Salmon

## BRIDGE REPLACEMENT PROJECT

Project Director Report  
March 17, 2020

The following summarizes Bridge Replacement Project activities from Feb. 27 – March 12, 2020.

### FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS) PROGRESS

The attached memo from WSP requests use of contract contingency to fund the increased effort in developing the biological assessment (BA) and the cultural resources survey work (Sec. 106). Page 5 of the memo shows that after this contingency use, the Port's contract with WSP will still have \$285k available for future contingency. WSP has summarized that they anticipate additional Sec. 106 work will be needed to complete the Supplemental Draft EIS (SDEIS).

Please note, the Cost to Complete (C2C) matrix is only for the BA and Sec. 106 work currently underway. A more detailed C2C will take place this Spring/Summer.

The most current schedule shows the FEIS/ROD being published late July 2021. WSP's Critical Path Memo summarizing March activities is also attached.

### TRIBAL OUTREACH UPDATES

Based upon the uncertainties related to the COVID-19 outbreak, ODOT reported that many of the tribes have halted their meetings with outside groups. The Project Team is currently scheduled to meet with the Nez Perce Tribal Council on April 14<sup>th</sup> but we are preparing for that meeting to be delayed. ODOT will be reaching out to WSDOT to get assistance reaching out to the Cowlitz Tribe. ODOT continues to have little success reaching the Yakama and Warm Springs. Ethnographic Surveys are ongoing.

### INFRA GRANT APPLICATION / PNWA MISSION TO WASHINGTON

Staff received a request from the USDOT INFRA program for the original unlocked Excel worksheet for the Benefit Cost Analysis (BCA). This is a somewhat unique request, but one that indicates there may be more than a precursory interest in the application. However, during the PNWA Mission to D.C., we learned that only 5% of the requests will be funded.

One of the highlights of the Mission trip was obtaining a bi-state, bipartisan letter of support for the Port's INFRA application, (attached). Hal Hiemstra indicated that having this wide-range of signatures on a support letter is unique in the current political climate.

The INFRA grant was a useful prompt for beginning conversations on Capitol Hill with federal staffers. Commissioner Chapman and I prepared a summary of the activities included, also attached.

## **BI-STATE WORKING GROUP ITEMS**

The Bi-State Working Group (WG) will meet Monday, March 16 with the primary task of studying governance/ownership structures. Steve Siegel will be working with the WG over the next year to identify necessary criteria and options for meeting the goal of replacing the bridge. This is an identified study in the \$5-million grant with the state and is reimbursable. A separate agenda item to increase Siegel's contract to continue to work with the WG will be upcoming.

Though the Oregon legislature closed its short session early, the Port and Klickitat County have been eagerly watching the Washington legislature. We are hopeful that Sen. King and Brad Boswell, the Port's Government Affairs consultant, can obtain additional funds for engineering and other studies required beyond NEPA.

## **OTHER ITEMS**

- April Project Update sheet attached.

## **MEETING/OUTREACH SCHEDULE**

- NEPA Coordination Meeting, Mar. 12
- HRB Project Status Meeting (WSP/Port/every other month), March 18
- Kiewit Construction Check-in, March 20
- NEPA Coordination Meeting, March 26
- Cultural Resources Meeting, March 27
- Klickitat County Transportation Meeting, April 1
- ACT Meeting, POCL, April 6



## MEMO

**TO:** Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River

**FROM:** Angela Findley, Project Manager, WSP

**SUBJECT:** Hood River Bridge Replacement Environmental Studies, Design and Permit Assistance Professional Services Contract – Contingency Task Authorization Request

**DATE:** March 11, 2020

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WSP has reviewed the budgets for two work tasks:

- Task 5.5 Endangered Species Act (ESA) Section 7 Compliance
- Task 5.6 Cultural/National Historic Preservation Act (NHPA) Section 106 Compliance

These tasks require additional scope and budget to deliver. Details on the scope items and costs are included in Attachments 1 and 2. As the additional scope is being performed now to advance the EIS, a reallocation for these tasks is requested prior to the annual cost-to-complete effort scheduled for Spring/Summer 2020. The amount of \$102,924 is requested to be released from the contract contingency (Task 9) to fund these tasks. With the reallocation of contingency funding to Task 5.5 and Task 5.6, the result is a net-zero change in the total contract amount.

Changes to the WSP USA, Inc. team involves adding AECOM, Inc. and Willamette Cultural Resources Associates, LLC as subcontractors for delivering most of the remaining cultural resources work.

**REQUEST: Authorize WSP USA, Inc to transfer \$102,924 from Contingency Task 9 to Tasks 5.5 and 5.6. and confirm the addition of AECOM, Inc. and Willamette Cultural Resources Associates, LLC to the Consultant team.**

Approved by Port of Hood River:

---

Michael McElwee, Executive Director

Date



## ATTACHMENT 1. DETAIL ON ADDITIONAL SCOPE AND BUDGET

### TASK 5.5 ENDANGERED SPECIES ACT (ESA) SECTION 7 COMPLIANCE

- **Prepare an additional draft of the biological assessment (BA) to address substantial comments and requests from FHWA and NOAA: \$40,000 (270 hours)**
  - Draft #2 BA to include:
    - Re-format to match WSDOT template/structure (previously directed to use FHWA template)
    - Substantial refinement of design assumptions relating to in-water work, construction staging, temporary structures, foundation design, pile driving and hydroacoustic impacts, habitat impacts, and stormwater.
    - Substantial update to technical analysis of impacts to more closely aligns with the approach used for the I-5/Columbia River Crossing BA and Biological Opinion
    - Updated assumptions regarding in-water work timing, to be negotiated with NOAA, ODFW, and WDFW for purposes of consultation
    - Additional detail on species presence, run timing, and exposure/response
    - Updated effects determinations
    - Updated graphics
    - Increased effort to negotiate impact minimization and mitigation measures
- **Respond to an additional Round of Review Comments: \$15,000 (100 hours)**
  - Assumes an additional round of review/comment by FHWA/NOAA, not anticipated in the original scope of work
- **Organize and lead 5 additional technical work sessions with FHWA, NOAA, ODOT, ODFW, and WDFW: \$20,000 (100 hours, 20 hours per meeting)**
  - Reach consensus on technical approach and assumptions, and negotiate an in-water work window for purposes of the consultation.
- **Additional coordination with FHWA, ODOT, NOAA, and USFWS during consultation: \$8,924.32 (60 hours)**
  - Anticipates the need for a level of coordination above what was anticipated in the original scope.

The additional scope has an estimated cost of \$83,924. Based on the work to date and coordination with agencies, WSP considers the risk of needing additional budget to complete this task is moderately low. Risks that could emerge include, but are not limited to: a higher level of change requested by FHWA, ODOT, NOAA and USFWS during reviews of the draft BA, changes in policy directions that occur before the decision (i.e., biological opinion) is issued by NOAA, and a higher level of effort to respond to NOAA's questions/requests for information during its formal review and preparation of the biological opinion.



## **TASK 5.6 CULTURAL/NATIONAL HISTORIC PRESERVATION ACT (NHPA) SECTION 106 COMPLIANCE**

A change in subcontractors has a neutral effect on the budget for the currently contracted scope and budget. The remaining contracted work that AquaTerra Cultural Resources Consultants has not completed can be completed by AECOM and Willamette Cultural Resources Associates within the same budget.

Based on the prior historic property survey, the WSP team has narrowed 90 properties to 17 properties that require additional information to determine historic significance. A more intensive survey is the next step to collect more detailed information on the properties' architectural elements, setting, and views toward the bridge. The scope of this additional work is:

- **Conduct a second survey (intensive-level) of historic resources:** \$19,000 (160 hours)
  - Gather and log specific data and photographs of 19 previously surveyed properties to support determination of eligibility (DOE) and finding of effects (FOE) forms required by the Oregon and Washington State Historic Preservation Offices (SHPOs)
  - Update the Historic Property Inventory table, including revised recommendations of property significance

There will be additional phases of work for Task 5.6 that will require additional funding that is not requested at this time. A combination of any unused budgets from other tasks and contingency funds would be used to cover the future work costs. The anticipated tasks identified at this time include:

- Archaeological survey (second round for properties not accessible during the first survey)
- Historic property and archaeological resource forms related to significance and Project impacts; these forms are required by both the Oregon and Washington SHPOs
- Revised Cultural Resources Report to integrate additional survey findings, concurrence comments from the Oregon and Washington SHPOs, and results of the tribes' ethnographic studies

Costs for the additional phases of Task 5.6 work are estimated to total \$125,000-\$145,000. These costs will be informed by the current work and will be incorporated into the budget during the annual cost to complete scheduled for Spring/Summer 2020.

Risks associated with the future work are moderately high as results from the second round of archaeological surveys are unknown, on-going tribal consultation may identify additional resources that need to be evaluated and documented, and the Oregon and Washington SHPOs may require additional analysis and/or documentation before they issue concurrence.

## **CONCLUSION**

The total amount of this contingency task authorization requested is \$102,924.



## ATTACHMENT 2. BUDGET REALLOCATION

Please note that a cost-to-complete was only conducted for Tasks 5.5, 5.6, and 9. The remainder of the active tasks will undergo a cost-to-complete in Spring/Summer 2020.

### Hood River Bridge Replacement Project

Cost to Complete for Tasks 5.5 and 5.6 ONLY

	(a)	(b)	(c)	(d)	(e)	(f)	
	Amendment 2	Spent thru 2/29/20	Budget Remaining	Cost to Complete 3/4/20 to 1/31/21	Amendment 3 Reallocation	Budget Change	
			(a-b)		(b+d)	(e-a)	
<b>1</b>	<b>Project Management and Coordination</b>	<b>\$437,584.28</b>	<b>\$0.00</b>	<b>\$437,584.28</b>	<b>\$437,584.28</b>	<b>\$437,584.28</b>	<b>\$0.00</b>
<b>2</b>	<b>Public involvement</b>	<b>\$269,756.55</b>	<b>\$0.00</b>	<b>\$269,756.55</b>	<b>\$269,756.55</b>	<b>\$269,756.55</b>	<b>\$0.00</b>
<b>3</b>	<b>Project Delivery Coordination</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>4</b>	<b>Tolling/Revenue Coordination</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>5</b>	<b>Environmental</b>	<b>\$1,254,555.85</b>	<b>\$182,484.90</b>	<b>\$1,072,070.95</b>	<b>\$1,174,995.27</b>	<b>\$1,357,480.17</b>	<b>\$102,924.32</b>
5.1	Environmental Study Plan and Coordination	\$71,938.97		\$71,938.97	\$71,938.97	\$71,938.97	\$0.00
5.2	Agency Coordination	\$120,305.24		\$120,305.24	\$120,305.24	\$120,305.24	\$0.00
5.3	Methodology Memoranda	\$27,931.63		\$27,931.63	\$27,931.63	\$27,931.63	\$0.00
<b>5.4</b>	<b>Technical Report, Technical Memorandum, and Study Updates</b>	<b>\$356,870.93</b>	<b>\$0.00</b>	<b>\$356,870.93</b>	<b>\$356,870.93</b>	<b>\$356,870.93</b>	<b>\$0.00</b>
5.5	ESA Section 7 Compliance	\$37,567.72	\$71,065.10	(\$33,497.38)	\$50,426.94	\$121,492.04	\$83,924.32
5.5.1	ESA Section 7 Compliance	\$37,567.72	\$24,911.85	\$12,655.87	\$12,655.87	\$37,567.72	\$0.00
5.5.2	<i>Prepare Additional Draft Biological Assessment</i>	\$0.00	\$30,153.25	(\$30,153.25)	\$9,846.75	\$40,000.00	\$40,000.00
5.5.3	<i>Respond to an Additional Round of Review Comments</i>	\$0.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$15,000.00
5.5.4	<i>Conduct 5 Technical Work Sessions</i>	\$0.00	\$16,000.00	(\$16,000.00)	\$4,000.00	\$20,000.00	\$20,000.00
5.5.5	<i>Provide Higher Level of Coordination During Consultation</i>	\$0.00	\$0.00	\$0.00	\$8,924.32	\$8,924.32	\$8,924.32
<b>5.6</b>	<b>Cultural / NHPA Section 106 Compliance</b>	<b>\$146,979.47</b>	<b>\$111,419.80</b>	<b>\$35,559.67</b>	<b>\$54,559.67</b>	<b>\$165,979.47</b>	<b>\$19,000.00</b>
5.6.1.AT	<i>Background Research and Baseline Scan</i>	\$15,000.00	\$14,854.07	\$145.93	\$0.00	\$14,854.07	(\$145.93)
5.6.2.AT	<i>Establish APE/Tribal Coordination</i>	\$2,800.00	\$2,322.37	\$477.63	\$0.00	\$2,322.37	(\$477.63)
5.6.3.AT	<i>Methodology Memo</i>	\$10,200.00	\$10,100.97	\$99.03	\$0.00	\$10,100.97	(\$99.03)
5.6.4.AT	<i>Cultural Resource Survey (arch survey #1 &amp; hist survey #1)</i>	\$26,000.00	\$25,381.70	\$618.30	\$0.00	\$25,381.70	(\$618.30)
5.6.4.AECOM	<i>Cultural Resource Survey (hist survey #2)</i>	\$0.00	\$0.00	\$0.00	\$19,000.00	\$19,000.00	\$19,000.00
5.6.5.AT	<i>Resource Forms (draft HPI table, draft bridge DOE)</i>	\$11,300.00	\$11,237.01	\$62.99	\$0.00	\$11,237.01	(\$62.99)
5.6.5.AECOM	<i>Resource Forms (final HPI table, final bridge DOE)</i>	\$8,700.00	\$0.00	\$8,700.00	\$8,694.00	\$8,694.00	(\$6.00)
5.6.6.AT	<i>Report (draft/final)</i>	\$50,319.66	\$26,000.00	\$24,319.66	\$24,965.67	\$50,965.67	\$646.01
5.6.WSP	<i>Task oversight, coordination, QC</i>	\$22,659.81	\$21,523.68	\$1,136.13	\$1,900.00	\$23,423.68	\$763.87
5.7	Section 4(f) and Section 6(f)	\$29,852.80		\$29,852.80	\$29,852.80	\$29,852.80	\$0.00
5.8	Draft EIS Re-Evaluation	\$38,095.30		\$38,095.30	\$38,095.30	\$38,095.30	\$0.00
5.9	Supplemental Draft EIS	\$176,167.68		\$176,167.68	\$176,167.68	\$176,167.68	\$0.00
5.10	Responses to Comments on the 2003 Draft EIS and Supplemental DEIS	\$76,192.00		\$76,192.00	\$76,192.00	\$76,192.00	\$0.00
5.11	Mitigation Plan	\$33,434.00		\$33,434.00	\$33,434.00	\$33,434.00	\$0.00
5.12	Final EIS	\$93,036.00		\$93,036.00	\$93,036.00	\$93,036.00	\$0.00
5.13	Record of Decision, Notice of Availability, and Statute of Limitations	\$29,562.00		\$29,562.00	\$29,562.00	\$29,562.00	\$0.00
5.14	Administrative Record	\$6,316.00		\$6,316.00	\$6,316.00	\$6,316.00	\$0.00
5.DE	Direct Expenses	\$10,306.11		\$10,306.11	\$10,306.11	\$10,306.11	\$0.00
<b>6</b>	<b>Engineering</b>	<b>\$509,914.60</b>	<b>\$0.00</b>	<b>\$509,914.60</b>	<b>\$509,914.60</b>	<b>\$509,914.60</b>	<b>\$0.00</b>
<b>7</b>	<b>Transportation</b>	<b>\$129,277.02</b>	<b>\$0.00</b>	<b>\$129,277.02</b>	<b>\$129,277.02</b>	<b>\$129,277.02</b>	<b>\$0.00</b>
<b>8</b>	<b>Permit Assistance</b>	<b>\$152,922.70</b>	<b>\$0.00</b>	<b>\$152,922.70</b>	<b>\$152,922.70</b>	<b>\$152,922.70</b>	<b>\$0.00</b>
<b>9</b>	<b>Contract Contingency</b>	<b>\$387,989.00</b>	<b>\$0.00</b>	<b>\$387,989.00</b>	<b>\$285,064.68</b>	<b>\$285,064.68</b>	<b>(\$102,924.32)</b>
9.1	2019 Contingency	\$168,698.00	\$0.00	\$168,698.00	\$168,698.00	\$168,698.00	\$0.00
9.2	<i>2020-03-11 Contingency Release Request</i>	\$0.00	\$0.00	\$0.00	(\$102,924.32)	(\$102,924.32)	(\$102,924.32)
9.DE	2019 Direct Expenses	\$219,291.00	\$0.00	\$219,291.00	\$219,291.00	\$219,291.00	\$0.00
<b>Task Totals</b>		<b>\$3,142,000.00</b>	<b>\$182,484.90</b>	<b>\$2,959,515.10</b>	<b>\$2,959,515.10</b>	<b>\$3,142,000.00</b>	<b>(\$0.00)</b>

*Red italics* Tasks that are not under contract.

**Gray shading** Tasks that have not had a cost-to-complete analysis; deferred to Spring/Summer 2020.



## MEMO

**TO:** Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River  
**FROM:** Angela Findley, WSP  
**SUBJECT:** Critical Path Activities and Projected Work through March 15, 2020  
**DATE:** March 11, 2020

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## CRITICAL PATH ACTIVITIES

Progress and challenges to completing critical path activities are described below.

### 1. AGENCY/TRIBE INVITATION LETTERS – COMPLETE

### 2. AGENCY/TRIBE REVIEW OF METHODOLOGY MEMORANDA – COMPLETE

### 3. ENDANGERED SPECIES ACT (ESA) COMPLIANCE

#### PROGRESS:

- Updated Draft 2 of the Biological Assessment to address all decisions coming from the February work sessions.
- Contributed and reviewed the conceptual construction schedules to support a proposal for the work assumed to be conducted within and outside the in-water work windows.
- Draft 2 of the Biological Assessment is expected to be submitted for FHWA, ODOT and NMFS liaison review within 2 weeks of the last work session that ODOT is scheduling.

#### CHALLENGES:

- Time needed for ODOT to schedule the final work session (teleconference) is complicated by busy agency schedules and possibly affected by the COVID-19 situation that could prevent agency staff being available to participate in the teleconference.

#### SCHEDULE RISKS:

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



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

### PROGRESS:

- Two new subcontractors are on board to complete the remaining Section 106 deliverables; restarting task work began in early March.
- Second historic properties survey is scheduled for mid-March.
- Met individually with the Confederated Tribes of the Umatilla Indian Reservation in January and February.
- Meeting scheduled to meet individually with the Nez Perce Tribe.

### CHALLENGES:

- Consulting individually and collectively with four Tribes with treaty fishing rights on the Columbia River to discuss potential impacts to the White Salmon Treaty Access Fishing Site and treaty fishing rights is requiring more time than anticipated. ODOT has contacted all four tribes and has met with (Umatilla) or will schedule (Yakama, Warm Springs and Nez Perce) individual meetings. The Project Team is developing additional outreach for a collective tribal summit with the four “treaty” tribes as well as the other three tribes (Siletz, Grand Ronde and Cowlitz) that are being consulted. Additionally, the Port is identifying opportunities to engage tribal fishers at local events.

### SCHEDULE RISKS:

- **Low risk:** Production on future cultural resources deliverables is expected to be less of a schedule risk with two new subconsultants on the team. Avoiding future delay will benefit the Supplemental Draft EIS (SDEIS) production schedule.
- **High risk:** Obtaining responses from the tribes and scheduling meetings has also delayed the schedule. Past delay and any continued delay have a high risk of further delaying the SDEIS production schedule.

## 5. SUPPLEMENTAL DRAFT EIS PUBLICATION DATE

### PROGRESS:

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

### CHALLENGES:

See challenges identified in Milestones 3 and 4.



#### SCHEDULE RISKS:

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

#### **6. CONFIRM NAVIGATION CLEARANCE – COMPLETE**

#### **7. FINAL EIS FOOTPRINT SET**

Not started, successor task to the SDEIS publication.

#### **8. PUBLISH FINAL EIS/RECORD OF DECISION**

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



## PROJECTED WORK FOR NEXT 30 DAYS

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

### TASK 1. PROJECT MANAGEMENT

- Coordination with Port, Consultant Team and other agencies
- Invoice for February activities
- Update schedule and critical path status

### TASK 2. PUBLIC INVOLVEMENT

- Provide support to the Port, as needed

### TASK 5. ENVIRONMENTAL

- Coordinate with ODOT, WSDOT and FHWA on technical reviews, cultural resources, tribal coordination and all other facets of NEPA compliance
- Participate in a work session on the in-water work window with FHWA, ODOT, ODFW and WDFW. Date is pending ODOT scheduling effort.
- Submit draft biological assessment (BA) within 2 weeks of last work session for FHWA and ODOT review.
- Complete the analysis of the archaeological fieldwork and coordinate with ODOT on any follow up fieldwork requested
- Revise and submit a revised draft historic properties inventory summary to ODOT and the Port
- Finalize the Determination of Eligibility (DOE) for the bridge to address ODOT review comments.
- Produce materials to support the meeting with the Nez Perce Tribe to obtain input on the Project's impacts to natural resources, fishing treaty rights, and the White Salmon Treaty Fishing Access Site.
- Continue the hold on advancing the Administrative Draft #2 Supplemental Draft EIS until the cultural resources, biological assessment and tribal coordination efforts are further advanced.

### TASK 6. ENGINEERING

- Support the Supplemental Draft EIS production by addressing Requests for Information regarding design.
- Revise the conceptual construction schedules to support the biological assessment, as needed.

### TASK 7. TRANSPORTATION (TASK COMPLETE)

### TASK 8. PERMIT ASSISTANCE

- US Army Corps of Engineers is making progress on the permit for in-water work associated with geotechnical exploration; address requests for information as needed.

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Congress of the United States  
Washington, DC 20510

March 9, 2020

The Honorable Elaine L. Chao  
Secretary  
U.S. Department of Transportation  
1200 New Jersey Avenue, S.E.  
Washington, D.C. 20590

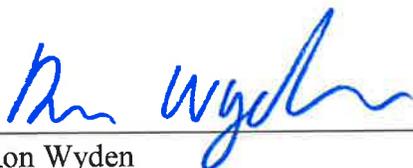
Dear Secretary Chao,

We write to express our support for the Port of Hood River's application to the Infrastructure For Rebuilding America (INFRA) Grants program to prepare for the replacement of the Hood River-White Salmon Interstate Bridge. The Port of Hood River is requesting \$5 million to complete preliminary design and engineering work required for replacement of this critical rural transportation link between Oregon and Washington in the Columbia River Gorge National Scenic Area.

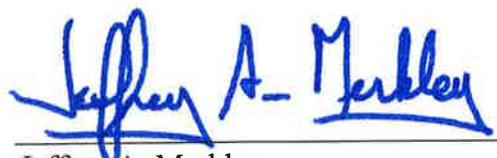
The Hood River-White Salmon Interstate Bridge replacement project is the top priority identified in the region's Comprehensive Economic Development Strategy. The original interstate bridge was constructed in 1924 and it has become functionally obsolete over time, with no shoulders, no bicycle or pedestrian access and travel lanes that are barely nine feet wide. The bridge carries a sufficiency rating of less than 48 and the closest alternate crossings are more than 20 miles away in both directions. Bi-state efforts to replace the 96-year-old structure have been underway for nearly 30 years.

We believe this project is fully consistent with the goals and priorities of the INFRA program. Completing necessary engineering and design work, and ultimately replacing the bridge, will greatly benefit economic productivity and quality of life in the region. We ask that you give the Port of Hood River's application for this project your full consideration and support.

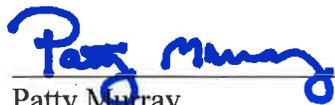
Sincerely,



Ron Wyden  
United States Senator



Jeffrey A. Merkley  
United States Senator



---

Patty Murray  
United States Senator



---

Maria Cantwell  
United States Senator



---

Earl Blumenauer  
Member of Congress



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Greg Walden  
Member of Congress



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Jaime Herrera Beutler  
Member of Congress

Port of Hood River (POHR) / Pacific NW Waterways Association (PNWA)  
**MISSION TO WASHINGTON RECAP, MARCH 1-5, 2020**

Commissioner Kristi Chapman, Project Director Kevin Greenwood, Government Affairs Hal Hiemstra

This year's Mission to Washington was a first for Commissioner Kristi Chapman and a first, representing the Port of Hood River (POHR), for Bridge Replacement Project Director Kevin Greenwood. The Port's Government Affairs Consultant from Summit Strategies, Hal Hiemstra, did an excellent job of preparing a very full schedule along with the Pacific Northwest Waterways (PNWA) and Oregon Dept. of Business activities.

The week started off with a strategy dinner at Old Ebbitt Grill Sunday night after checking in to The Madison Hotel. Hiemstra reviewed our schedule, the Port's one-page project summary and our messaging for the week. With the INFRA grant application being submitted in February, it was nice to ask for support from the legislative offices for the Port's application.

Our message was pretty clear-cut:

1. Give concise Bi-state history of Bridge Replacement
2. Give update on NEPA progress to be completed mid-2021
3. Show Bi-State Support for Bridge Replacement
4. Demonstrate need for 15% engineering for Bridge Replacement
5. Advocate for \$5M INFRA grant
6. Advocate for increasing the USDOT TIFIA Rural Projects limit to \$400M from \$100M

The Monday session at The Madison included presentations from the American Association of Port Authorities, House Committee Staff on Transportation & Infrastructure (WRDA bill), US State Department (Columbia River Treaty with Canada), and Subcommittee staff on the Senate Energy & Water Development Appropriations Committee.

We also visited with the Office of Management and Budget (OMB) Army Corps Civil Works Division to advocate on behalf of Corps dredging and jetty maintenance. OMB and the Corps use dozens of criteria to make scoring decisions for projects, but recreation and safety issues do not always quantify the importance of these federal facilities to the local communities. This was also an opportunity for the POHR to show support for our coastal port brethren.



Oregon Sen. Ron Wyden spoke to members of PNWA at the Dirksen Senate Office Building answering questions regarding possible infrastructure funding.

Monday concluded with a meeting with the US Dept. of Agriculture's (USDA) Community Facility Programs Loan Division. USDA has met with the Port in the past about being a loan partner with the Hood River Bridge Replacement Project and that message was again made very clear. There was little hesitation about USDA providing a \$150M loan though it would take the Secretary's approval. The interest rate was 2.75% and a 40-year term. USDA has a history of a very streamlined application process but it's clear that this would be one of the larger loans made from this program. The USDOT program would likely have a lower interest rate, but higher up front costs.

The most interesting session on Tuesday was an update by the Maritime Administration (MARAD) on grant programs including INFRA, BUILD, PIDP and ATCMTD. These are all highly competitive programs, but worth tracking.



Rep. Greg Walden, Port of Hood River Commissioner Kristi Chapman, and Project Director Kevin Greenwood. This is likely the last time the Port will get a chance to visit Rep. Walden in D.C.

We leveraged that session by meeting with USDOT Build America Bureau where we had the opportunity to speak directly to the Bureau charged with selecting INFRA. It was a wonderful opportunity to speak about our project and there were lots of questions about the bi-state nature and the tolling of the HRB. There were no individuals at this meeting in charge of selecting INFRA grants, but they do confer with the individuals we talked to at this meeting.

The Taste of the NW reception was well attended. The pFriem product donated by the Ports of Hood River and Cascade Locks was quite popular. In many ways, this was the most effective session for building relationships with key staffers on Capitol Hill.

As an example, we met Kelley Jorgensen, President of the Wapato Valley Mitigation and Conservation Bank located in Ridgefield, Wash. We talked quite a bit about fisheries mitigation and their banking effort on the lower Columbia River. There will be mitigation required due to the fisheries impact during construction and having a resource like Jorgensen available will help.

Met with Port of Lewiston General Manager, David Doeringsfeld, about visiting the Nez Perce Tribe. Gave background on their interactions with the tribe on Sec. 106 work and he also offered to help coordinate a ride from the Lewiston Airport to Lapwai, ID.

On Wednesday we listened to members of the NW house delegation at the Rayburn House Office Building in between meetings with staffers from the House Subcommittee Minority on Highways, Rep. Blumenauer, House Majority Transportation & Infrastructure Committee, and Sen. Murray. We also were able to meet with Rep. Greg Walden as he stepped out of a committee hearing to meet with us. This is likely the last time we'll have the opportunity to meet with the Congressman and we thanked him profusely for his unwavering support of the Hood River Bridge Replacement efforts. We did get a pleasant surprise when meeting with Rep. Herrera Beutler's staff as Klickitat County Commissioner David Sauter was just leaving a meeting with her Legislative Assistant. Sauter agreed to join our group and reinforce the bi-state message. This was highly effective.

Thursday finished up at the Dirksen Senate Office Building with members of the NW senate delegation speaking in front of the PNWA membership and we met individually with staff members from the offices of Sen. Cantwell, Sen. Merkley and Sen. Wyden before heading to the Reagan National for the flight home.

On Friday, Greenwood met in Vancouver with Sen. Murray and Rep. Herrera Beutler's SW Washington field reps about our trip and they agreed to triangulate back to DC to reinforce the message of the importance of replacing the Hood River Bridge.

Obviously the COVID-19 scare was the main topic of concern on Capitol Hill and it was interesting to hear how federally elected officials were grappling with the ever-changing nature of this health concern. But the Port of Hood River was able to reinforce our message of unity in the gorge by effectively advocating for the replacement of the Hood River Bridge.

-###-



# EIS UPDATE

## BRIDGE REPLACEMENT PROJECT

APRIL 2020

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

### What's new on the project?

- Conducting a follow-up survey to document potential historically significant properties that are eligible for listing on the National Register of Historic Places and preparing documentation for submittal to the Oregon State Historic Preservation Office and the Washington State Department of Archaeology and Historic Preservation.
- Continuing coordination with the Columbia River Inter-Tribal Fish Commission (CRITFC) to address Project impacts to fisheries and tribal fishing treaty rights.
- Consulting with Native American tribes on cultural resources, access to the Columbia River, fishing activities, treaty rights, and any other interests identified by the tribes that relate to the Project. Met with the Confederated Tribes of the Umatilla Indian Reservation and scheduled to meet with the Nez Perce Tribe.
- Completing the revised draft biological assessment to address FHWA, ODOT, and liaisons to the National Marine Fisheries Service technical review. The biological assessment documents Project impacts to threatened and endangered species and habitat and associated proposed conservation measures.

### What are the next steps?

- Evaluate Project impacts on significant historic resources and prepare findings of effects from the Project on these resources.
- Prepare to conduct additional archaeological investigations in areas where more information is needed.
- Continue to consult with Native American tribes and other federal agencies, as needed.
- Supplement the draft cultural resources report with additional survey and analysis.
- Integrate cultural and biological baseline conditions, impacts and mitigation into the draft Supplemental Draft EIS.

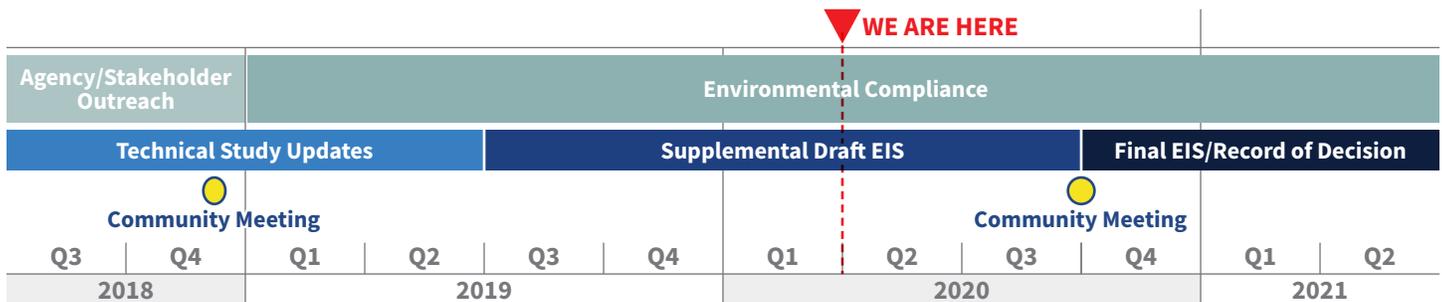


Current land uses near the bridge in White Salmon:  
■ Commercial ■ Federal/Tribal ■ Industrial  
■ Transportation ■ Vacant

### How would bridge replacement benefit the Columbia River Gorge communities?

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

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



To learn more about the project, please visit us at:  
[www.portofhoodriver.com/bridge](http://www.portofhoodriver.com/bridge)

### PROJECT CONTACT

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

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**Executive Director's Report**  
March 17, 2020

**Administrative**

- A reminder that our annual Spring Planning meeting is scheduled for April 7 from 12-5 p.m. This is an important step in the preparation process for the FY 20/21 budget.
- Upcoming meetings associated with preparation of the 2020-2026 Strategic Business Plan:
  - April 21 – Work Session #3, Strategies and Actions beginning at 3:00 p.m. with a regular session immediately following.
  - May 7 – Public Meeting #2, Strategies and Actions review.
  - June 2 – Work Session #4, Draft Plan Review beginning at 3:00 p.m. with a regular session immediately following.
- Long time toll staff member Roger Benn will be retiring on April 3. The March 17 meeting will include a recognition of Roger’s excellent work.
- Commissioner Chapman and Kevin Greenwood completed a very successful trip to Washington, D.C. as part of PNWA’s annual “Mission to Washington.” Their meetings with congressional staff and federal agencies were almost entirely focused on the bridge replacement effort.
- As with every other public agency, staff is addressing proper steps to respond to the COVID 19 outbreak. We are primarily taking direction from the Hood River County Health Department and Oregon Health Authority notices respectively. Steps that have been initiated include daily spray sanitization of all regular contact surfaces, supply of hand sanitizer at all employee desks, the toll booth and public areas, and ordering a stockpile of sanitizer, gloves, and masks when they become available. All staff know that they should stay home if they are feeling sick. We must look ahead to the possibility of closing the office or canceling public meetings.
- A promotional email to all BreezeBy customers was sent on March 12 encouraging use of online and mobile app tools available to manage their accounts, avoiding the need to visit the Port offices for these transactions. Copies of the emails are attached.
- The 2<sup>nd</sup> auxiliary power generator has been received and placed. Wiring and testing will occur the week of March 23. The new generator will give the Port office five days of full operation in case



of a power outage. Facilities staff formed and placed the concrete base.

- On March 10, Fred Kowell attended a day-long session entitled ‘Recovery from a Disaster in Rural Communities’ sponsored by Hood River County Emergency Management.

**Recreation/Marina**

- The new Nichols Basin Dock Ramp is expected to be delivered on March 27. Installation is expected to be complete by mid-April.
- Facilities staff has started the needed repair work to the Event Site Vendor Dock (photo to right).
- The County has determined that the water line to the Hood River County Museum is separate from the line that supplies other Port facilities around Marina Park. This means that sub-billing the Museum will not be required. Separately, the City has agreed to reduce the Port’s meter from 6” to 2”, resulting in a substantially lower water bill for the Port and tenants.
- Facilities staff has removed a homeless camp structure from the Hook basin island (photo to right).



**Development/Property**

- Subsurface testing will occur on the Jensen Building site on March 17 and 18 to meet the DEQ-approved work plan. Primarily this involves drilling at several locations to obtain core samples and installation of a test well.
- I have signed an agreement with Carter & Company, Inc. to allow staging of construction materials and vehicles on the Barman Lot. Carter is the contractor for the I-84 Bridge Project now underway. The agreement is through July 1 with a monthly payment of \$500. The agreement can be extended with Commission approval.
- Fred Kowell and I met with City of Hood River Finance Manager Will Norris and City Engineer Stoner Bell to discuss approaches to funding for the Waterfront Storm Line project. The City is meeting with all waterfront property owners. As the Commission is aware, there are a

number of funding sources to cover the nearly \$5 million project cost, but formation of an LID is highly likely to be part of the funding stack.

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### **Airport**

- Staff has scheduled to a small airport noise constituent meeting on Monday, March 16 to discuss the issue and seek solutions.
  - The mandatory pre-bid meeting for the North Apron project is also scheduled for that day.
- 

### **Bridge/Transportation**

- Guard rail repairs from the extensive damage that took place last December will take place April 6-10. The work will prompt single lane closures between 7:00 a.m. and 4:00 p.m. each day. Port staff will provide flagging. The typical notices to bridge customers will be issued. 800 ft. of guard rail will be replaced at a total cost of \$49,260.
- David Evans, an engineering firm acting as a sub-contractor to the Oregon Department of Transportation (ODOT), is currently engaged in load rating the bridge. This is a very important analysis and could potentially result in a reduction in the legal weight limit. ODOT is particularly interested in the bridge's structural limitations as they relate to Specialized Hauling Vehicles, such as concrete mixers. DEA's report is expected to be delivered to ODOT by March 31. Mark Libby, the Port's bridge engineer will review the analysis before it is complete.

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## How to manage your BreezeBy account online or on the go

With both Oregon and Washington Governors issuing [new rules](#) and [guidance](#) for residents to help stem the spread of the COVID-19 virus, including taking reasonable social distancing measures and avoiding public gatherings, now is a good time to take advantage of the online and mobile app tools available to all BreezeBy customers.

### With online/mobile access to your BreezeBy account, you can:

- check your BreezeBy account balance,
- add money,
- change your payment method or update an expired payment card,
- change contact information or add authorized contacts,
- add or remove vehicles,
- order new transponders,
- download account statements and check your trips,
- and more! Save yourself a trip to a public space (the Port offices) and go online instead.

### Don't already have online access to your BreezeBy account?

Setting up online access is easy - you just need to have your account number or your transponder number handy, then follow this link to set it up on the Port of Hood River website: <https://csc.portofhoodriver.com/accountsignup>

### Now you're ready for the mobile app!

Once you have your web access username and password, you can download the mobile app for free.

For iPhones and other Apple devices, follow this link: [iOS App store](#)

For Android devices, follow this link: [Android App store](#)

Or simply search the store for "BreezeBy."

### Questions?

Email BreezeBy customer service at [porthr@gorge.net](mailto:porthr@gorge.net) or call (541) 386-1645.



1000 E. Port Marina Drive, Hood River, OR 97031  
[portofhoodriver.com](http://portofhoodriver.com)  
(541) 386-1645  
Email: [porthr@gorge.net](mailto:porthr@gorge.net)

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## Cómo administrar tu cuenta BreezeBy en línea

Con los gobernadores de Oregón y Washington emitiendo [nuevas reglas](#) y [orientación](#) para que los residentes ayuden a detener la epidemia del virus COVID-19, incluyendo tomar medidas razonables de distanciamiento social y evitar reuniones públicas. Ahora es un buen momento para aprovechar las herramientas de aplicaciones en línea y móviles disponibles para todos los clientes de BreezeBy.

### Con acceso en línea /móvil a su cuenta BreezeBy, puede:

- consultar el saldo de su cuenta BreezeBy
- añadir dinero
- cambiar su método de pago o actualizar una tarjeta de pago caducada
- cambiar la información de contacto o añadir contactos autorizados
- añadir o quitar vehículos
- pedir nuevos transpondedores
- descargar estados de cuenta y comprobar sus viajes, y más! Ahórrese un viaje a un espacio público (la oficina del Puerto) y vaya en línea en su lugar.

### ¿Aún no tienes acceso en línea a tu cuenta BreezeBy?

Configurar el acceso en línea es fácil - sólo tiene que tener su número de cuenta o su número de transpondedor a mano, a continuación, siga este enlace para configurarlo en el sitio web de Port of Hood River: <https://csc.portofhoodriver.com/accounts/signup>

### ¡Ahora estás listo para la aplicación móvil!

Una vez que tenga su nombre de usuario y contraseña de acceso web, puede descargar la aplicación móvil de forma gratuita.

Para iPhones y otros dispositivos Apple, sigue este enlace: [iOS App store](#)

Para dispositivos Android, siga este enlace: [Android App store](#)

O simplemente busque "BreezeBy" en la tienda.

### ¿Preguntas?

Envíe un correo electrónico al servicio de atención al cliente de BreezeBy al [porthr@gorge.net](mailto:porthr@gorge.net) o llame al (541) 386-1645.



**Port of Hood River**

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

[portofhoodriver.com](http://portofhoodriver.com)

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# Commission Memo



Prepared by: Fred Kowell  
Date: March 17, 2020  
Re: 2020 Refinance of Jensen Building Note Payable

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The original Jensen note payable of \$2,250,000 dated May 2010 was for the purchase of the Jensen building. It has a balloon payment due May 2020 of \$1,839,034. This refinancing will move the interest rate from 5% to 3.75% with another 10 years of payments and a final balloon payment in 2030.

The intent of the attached Resolution is to refinance the debt and to keep the cashflow from the Jensen property at its current level. This refinancing will also allow myself or the Executive Director to have the authority to sign for the refinance of the note, which is expected to occur March 18. The refinance amount will be for \$1,860,534 which includes legal and bank fees.

Although the Port has the reserves to pay the outstanding note payable, it is prudent at this time to take advantage of the debt markets and hold onto our cash reserves for liquidity purposes.

**RECOMMENDATION:** Approve resolution 2019-20-4 authorizing the issuance of a Taxable General Revenue Bond, Series 2020, in the amount of \$1,860,534, subject to legal and Bond Counsel review.

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**INDEX**

**\$1,860,534  
Port of Hood River  
Hood River County, Oregon  
Taxable General Revenue Bond  
Series 2020**

Document  
Number

Document

1 Transcript Certification

**BASIC BOND DOCUMENTS**

2 Proposal Letter

3 Taxable Facility Agreement

4 Specimen Bond

5 Receipt for Bond

6 Closing Memorandum

**ISSUER DOCUMENTS**

7 Resolution No. 2019-20-4 dated March 17, 2020 authorizing the Supplemental Declaration and Bond and minutes of March 17, 2020 meeting

8 Affidavit of Publication of Notice of Meeting

9 Master Revenue Bond Declaration

10 First Supplemental Revenue Bond Declaration

11 Second Supplemental Revenue Bond Declaration

12 Third Supplemental Revenue Bond Declaration

13 Certificate of Determination

14 General Certificate

15 Issuer Receipt for Bond Proceeds

16 Certificate of Proceedings

**OPINION**

17 Bond Counsel Opinion

## **TRANSCRIPT CERTIFICATION**

**\$1,860,534  
Port of Hood River  
Hood River County, Oregon  
Taxable General Revenue Bond  
Series 2020**

On behalf of the Port of Hood River, Hood River County, Oregon (the “Port”) I, Fred Kowell, Chief Financial Officer of the Port, certify that the attached documents are true and correct copies of the original transcript documents assembled at the closing of the Port’s Taxable General Revenue Bond, Series 2020 (the “Bond”), dated March 18, 2020, in the principal amount of \$1,860,534. All documents were signed as required by the appropriate parties.

DATED as of this 18th day of March 2020.

PORT OF HOOD RIVER  
HOOD RIVER COUNTY, OREGON

By \_\_\_\_\_  
Fred Kowell, Chief Financial Officer

## TAXABLE FACILITY AGREEMENT

This Taxable Facility Agreement is entered into between the Port of Hood River, Hood River County, Oregon, and Columbia State Bank, as of March 18, 2020.

### Section 1. Definitions.

For purposes of this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly requires otherwise. Capitalized terms used, but not defined herein shall have the respective meanings assigned in the Declaration.

“**Agreement**” means this Taxable Facility Agreement.

“**Bank**” means Columbia State Bank, or its successors or assigns.

“**Bond Counsel**” means the law firm of Mersereau Shannon LLP of Portland, Oregon.

“**Business Day**” means any day on which the Bank is open for business in Oregon other than a Saturday or a Sunday.

“**Closing Date**” means March 18, 2020.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Declaration**” means collectively the Master Declaration, the First Supplemental Declaration, the Second Supplemental Declaration and the Third Supplemental Declaration.

“**First Supplemental Declaration**” means the Port’s Supplemental Revenue Bond Declaration executed on October 3, 2013.

“**Fiscal Year**” means the period beginning July 1 of each year and ending on the next succeeding June 30, or as otherwise defined by Oregon Law.

“**Loan**” has the meaning given in Section 3.2 of this Agreement.

“**Master Declaration**” means the Port’s Master Revenue Bond Declaration executed on August 28, 2003.

“**Maturity Date**” means [Maturity Date, Year].

“**Payment Date**” means each June 15 and December 15, commencing June 15, 2020.

“**Port**” means the Port of Hood River, Hood River County, Oregon.

“**Port Official**” means the Executive Director or the Chief Financial Officer of the Port.

“**Resolution**” means the Port’s Resolution No. [Reso. No.], adopted March 17, 2020, authorizing

this Agreement, the Third Supplemental Declaration and the Series 2020 Bond.

**“Second Supplemental Declaration”** means the Second Supplemental Revenue Bond Declaration dated October 9, 2015, authorized by the Resolution and executed by the Port Official.

**“Series 2020 Bond”** means the Port’s Taxable General Revenue Bond, Series 2020, evidencing the amount owed under this Agreement to the Bank, and in form consistent with the terms of this Agreement and the Declaration.

**“Series 2020 Event of Default”** means the occurrence of any of the following: (i) a failure to pay when due any principal, interest or other amount that is required to be paid under this Agreement; (ii) a failure by the Port to comply with any of its obligations or to perform any of its duties under this Agreement, other than a failure described in clause (i) of this definition, which failure continues and is not cured for a period of more than 30 days after the Bank has made written demand on the Port to cure such failure (iii) a material misrepresentation by the Port in this Agreement, the Resolution or the Series 2020 Bond; or (v) a material breach or Default under the Declaration.

**“Third Supplemental Declaration”** means the Third Supplemental Revenue Bond Declaration dated March 18, 2020, authorized by the Resolution and executed by the Port Official.

## Section 2. Recitals.

The Bank has expressed interest in making a loan to the Port pursuant to this Agreement, the Declaration and the Series 2020 Bond. The Port recites that its Board of Commissioners has adopted the Resolution, which is acceptable to the Bank. The Resolution authorizes execution and delivery of this Agreement, the Third Supplemental Declaration and the Series 2020 Bond under the provisions of the Declaration.

- 3.1 The principal amount of the Series 2020 Bond is \$1,860,534.
- 3.2 The Bank hereby agrees to make a loan to the Port on the Closing Date in a single advance in the principal amount of \$1,860,534 as evidenced by the Series 2020 Bond (the “Loan”), subject to the terms and conditions contained in this Agreement and the Declaration.
- 3.3 The Series 2020 Bond shall bear interest at the taxable rate of three and seventy five hundredths percent (3.75%) per annum, calculated on an Actual/360-day basis, amortized over a twenty (20) year period. The Port will repay the principal and interest of the Series 2020 Bond on the dates and in the amounts set forth in the amortization schedule attached as Exhibit A to this Agreement.
- 3.4 Any payments by the Port to the Bank shall be applied first to pay accrued interest, and second to pay principal of the Series 2020 Bond. All principal of the Series 2020 Bond, plus accrued interest, shall be paid no later than the Maturity Date. Repayment of the Series 2020 Bond is not subject to annual appropriation.

**Section 4. Prepayment.**

The Series 2020 Bond may be prepaid without penalty, in whole or in part, at the election of the Port on any Payment Date with thirty (30) days written notice.

**Section 5. Security for Agreement.**

Pursuant to the Declaration, the payments under the Series 2020 Bond shall be payable from the Net Operating Revenues of the Port and the Revenue Bond Reserve Account, and the Port pledges the Net Operating Revenues to the payment of principal and interest on the Series 2020 Bond. This Agreement and the Series 2020 Bond are not secured by any lien or security interest on any property, real or personal.

**Section 6. Closing.**

The Bank shall make the Loan upon execution by the Port of this Agreement, the Third Supplemental Declaration and the Series 2020 Bond, and upon satisfaction of the conditions specified in Section 12 of this Agreement.

**Section 7. Deposit and Use of Series 2020 Bond Proceeds.**

The proceeds of the Series 2020 Bond shall be deposited and expended by the Port in accordance with the Declaration and Resolution.

**Section 8. Default.**

If a Series 2020 Event of Default occurs, the Bank may exercise any remedy available for an Event of Default, subject to the requirements of the Declaration, at law or in equity. The Series 2020 Bond shall not be subject to acceleration. No remedy shall be exclusive. The Bank may waive any Series 2020 Event of Default, but no such waiver shall extend to a subsequent Series 2020 Event of Default. If a Series 2020 Event of Default occurs due to a failure to pay when due any principal, interest or other amount that is required to be paid under this Agreement, then the interest rate under the Series 2020 Bond may be increased at the option of the Bank to an interest rate five percentage points (5.0%) in excess of the interest rate otherwise applicable to the Series 2020 Bond.

**Section 9. Fees, Costs and Expenses.**

- 9.1 Bank Fees. The Port shall pay the Bank an origination fee of \$2,500 on the Closing Date.
- 9.2 Bank Costs of Enforcement. If the Bank incurs any expenses in connection with enforcing this Agreement or the Series 2020 Bond, or if the Bank takes collection action under this Agreement or the Series 2020 Bond, the Port shall pay to the Bank, on demand, the Bank's reasonable costs and attorneys' fees, whether at trial, on appeal, in bankruptcy or insolvency proceedings or otherwise, including any allocated costs of in-house counsel.
- 9.3 Other Fees and Costs. The Port shall pay the fees and costs of Bond Counsel, and any other expenses and costs that the Port incurs in connection with this Agreement. The Port shall pay all of the Bank's attorney fees for this Agreement in an amount not to exceed \$3,000.

**Section 10. Representations, Warranties and Agreements of the Port.**

By executing this Agreement in the space provided below, the Port represents and warrants to, and

agrees with the Bank that, as of the date of execution of this Agreement and the Series 2020 Bond:

- 10.1 The Port is duly created and existing under the laws of the State of Oregon, has all necessary power and authority to enter into this Agreement and perform its duties under the Resolution and this Agreement, and that the Resolution, this Agreement, the Declaration, and the Series 2020 Bond will constitute legal, valid and binding obligations of the Port that are enforceable in accordance with their terms.
- 10.2 The acceptance of this Agreement, the adoption of the Resolution and the execution and delivery of the Series 2020 Bond will not conflict in any material respect with, or constitute a material breach of or default under, any law, charter provision, court decree, administrative regulation, ordinance, resolution or other agreement to which the Port is a party or by which it is bound.
- 10.3 There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental body pending or, to the best of the knowledge of the Port, threatened against the Port to restrain or enjoin the acceptance of this Agreement, the adoption of the Resolution or the execution and delivery of the Third Supplemental Declaration or Series 2020 Bond, or the collection and application of the funds as contemplated by the Resolution, the Declaration and this Agreement, that, in the reasonable judgment of the Port, would have a material and adverse effect on the ability of the Port to pay the amounts due under this Agreement and the Series 2020 Bond.
- 10.4 To the extent permitted by law, the Port agrees to indemnify and hold harmless the Bank and all of its agents and employees against any and all losses, claims, damages, liabilities and expenses arising out of any statement made by the Port to the Bank, its agents or employees, that relates to this Agreement or the Series 2020 Bond, and that is untrue or incorrect in any material respect.

**Section 11. Financial Statements; Budget; Notice of Adverse Developments; Other Covenants.**

As long as this Agreement is in effect or any portion of the Series 2020 Bond remains unpaid:

- 11.1 The Port shall provide the Bank with a copy of its complete, audited by a CPA firm, annual financial statements, within 283 days after the end of each Fiscal Year, and such other information as the Bank may from time to time reasonably request.
- 11.2 The Port shall provide the Bank with a copy of the Port's annual budget once approved by the Port's Board of Commissioners, but no later than 90-days after each fiscal year end.
- 11.3 The Port shall provide the Bank with a copy of its Bridge Traffic and Revenue Report, containing substantially similar information as presented in Exhibit B hereto, due quarterly no later than 180-days after each fiscal year end.

- 11.4 The Port shall promptly notify the Bank of any development that is likely to have a material adverse effect on (a) the ability of the Port to pay principal of or interest on the Series 2020 Bond, or (b) the financial condition of the Port generally.
- 11.5 The Port shall provide the Bank with a certification of its annual debt service coverage due within 184 days after each fiscal year end.
- 11.7 The Port shall provide the Bank with such other financial information as may be reasonably requested by the Bank from time to time.
- 11.8 The Port covenants that it will charge rates, rents and fees in connection with the operation of the Facilities which, when combined with other Gross Revenues, are adequate to generate:
  - (A) Net Operating Revenues, without regard to transfers to and from the Rate Stabilization Account, in each fiscal year, at least equal to 1.30 times the Annual Debt Service for that fiscal year; and
  - (B) Net Operating Revenues in each fiscal year, including transfers to and from the Rate Stabilization Account, at least equal to 1.30 times the Annual Debt Service for that fiscal year.
- 11.9 The Port shall only be permitted to issue Parity Obligations in compliance with Section 7 of the Master Declaration.
- 11.10 The Port shall not issue Bonds or other obligations having a claims superior to the claim of the Series 2020 Bond upon Net Operating Revenues.
- 11.11 While the Series 2020 Bond is outstanding, the Port shall maintain a balance in the Revenue Bond Reserve Account at least equal to the annual debt service due on the Series 2020 Bond in the then current Fiscal Year.

**Section 12. Conditions to the Obligations of the Bank.**

The Bank may refuse to make the Loan unless, on or prior to the Closing Date, the Bank shall have received:

- 12.1 a certified copy of the duly authorized Resolution, minutes from Port's meeting where the Resolution was adopted, the Third Supplemental Declaration and a signed original of this Agreement and the Series 2020 Bond;
- 12.2 an opinion of Bond Counsel to the effect that:
  - 12.2.1 the Resolution, this Agreement, and the Series 2020 Bond are valid and legally binding obligations of the Port, enforceable against the Port in accordance with their terms, except to the extent that enforceability may be limited by or rendered ineffective by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally; (ii) the application of equitable principles and the exercise of judicial discretion in

appropriate cases; (iii) common law and statutes affecting the enforceability of contractual obligations generally; and (iv) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as a the Port,

- 12.3 the certificate of a Port Official to the effect that:
  - 12.3.1 there is no action, suit, proceeding, or investigation at law or in equity before or by any court or governmental body pending or, to the best of the knowledge of the Port, threatened against the Port to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Agreement, the Third Supplemental Declaration and the Series 2020 Bond, or the collection and application of funds as contemplated by this Agreement, the Resolution, the Third Supplemental Declaration and the Series 2020 Bond, that, in the reasonable judgment of the Port, would have a material and adverse effect on the ability of the Port to pay the amounts due under this Agreement and the Series 2020 Bond,
  - 12.3.2 the adoption of the Resolution and the execution and delivery of this Agreement, the Third Supplemental Declaration and the Series 2020 Bond do not conflict in any material respect with, or constitute a material breach of or default under, any law, charter provision, court decree, administrative regulation, ordinance, resolution or other agreement to which the Port is a party or by which it is bound,
- 12.4 such additional legal opinions, certificates, proceedings, instruments, or other documents as the Bank, Bank counsel or Bond Counsel may reasonably request to evidence compliance by the Port with the legal requirements for execution and delivery of this Agreement and the Series 2020 Bond and the due performance or satisfaction by the Port of all agreements then to be performed and all conditions then to be satisfied by the Port.

**Section 13. Notices.**

Any notices required to be given pursuant to this Agreement or the Series 2020 Bond shall be given to the following addresses:

Port: Port of Hood River, Oregon  
 1000 E. Port Marina Drive  
 Hood River, OR 97031

Bank: Columbia State Bank  
 1000 SW Broadway, Suite 1100  
 Portland, OR 97205

**Section 14. Assignment; Survival; Agreement Constitutes Contract.**

- 14.1 This Agreement shall be binding upon and shall inure to the benefit of the Port and the Bank and their respective successors and assigns. The Port agrees that it may not assign this Agreement without the Bank’s prior written consent. The Bank may sell participations in

the Loan; may assign this Agreement to an affiliate, or to a successor institution, or successor to the business and assets of the Bank; and may exchange financial information about the Port with actual or potential assignees. All representations, warranties, and agreements contained in this Agreement shall survive the execution, delivery and payment of this Agreement.

- 14.2 This Agreement and the Series 2020 Bond shall constitute a contract between the Port and the Bank. The Bank's extension of credit hereunder is expressly made in reliance on such contract.

#### **Section 15. Applicable Law.**

This Agreement shall be governed and interpreted in accordance with the laws of the State of Oregon.

#### **Section 16. Severability and Waivers.**

If any part of this Agreement is not enforceable, the rest of this Agreement may still be enforced. The Bank retains all rights, even if it makes a loan after default. If the Bank waives a default, it may enforce a later default. Any consent or waiver under this Agreement must be in writing.

#### **Section 17. Counterparts.**

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

#### **Section 18. Waiver of Jury Trial.**

To the extent permitted by applicable law, each of the parties waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise between the parties arising out of, connected with, related to, or incidental to the relationship between any of them in connection with this Agreement or the transactions contemplated hereby. Instead, any such dispute resolved in court will be resolved in a bench trial without a jury.

#### **Section 19. Role of Bank**

The Bank is acting solely for its own account and not as a fiduciary for the Port or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor. The Bank has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Port with respect to this Agreement. The Port has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to this Agreement from its financial, legal and other advisors (and not the Bank) to the extent that the Port desired to obtain such advice.

#### **Section 20. Written Agreements.**

Under Oregon law, most agreements, promises and commitments made by the Bank concerning loans and other credit extensions which are not for personal, family or household purposes or secured solely by the borrower's residence must be in writing, express consideration and be signed by the Bank to be enforceable.

*(Signature page follows.)*

DATED as of March 18, 2020.

**COLUMBIA STATE BANK**

By: \_\_\_\_\_  
Sharon Guisande  
Senior Vice President

**PORT OF HOOD RIVER  
HOOD RIVER COUNTY, OREGON**

By: \_\_\_\_\_  
Fred Kowell  
Chief Financial Officer

**Exhibit A**

**Exhibit B**



**RESOLUTION NO. 2019-20-4****A RESOLUTION AUTHORIZING THE SALE OF TAXABLE GENERAL REVENUE BOND AND EXECUTION OF A SUPPLEMENTAL REVENUE BOND DECLARATION****The Board of Commissioners of the Port of Hood River finds that:**

- A. The Port Board of Commissioners adopted Resolution No. 2002-03-5 on June 17, 2003 (“**Resolution No. 2002-03-5**”), authorizing the Port to execute and deliver the Master General Revenue Bond Declaration (the “**Master Declaration**”), which establishes the terms under which the Port may issue general revenue bonds, and to issue up to \$8,000,000 of its general revenue bonds (the “**Series 2003 Bonds**”).
- B. The Series 2003 Bonds are dated August 15, 2003, and were issued under Oregon Revised Statutes (“**ORS**”) Section 777.560 in the aggregate principal amount of \$8,000,000.
- C. Section 7 of the Master Declaration provides that Parity Obligations may be issued for any purpose relating to the Facilities that is authorized by law, so long as certain conditions are met.
- D. The Port Board of Commission adopted Resolution No. 2013-14-1 on September 10, 2013, authorizing the Port to execute and deliver a First Supplemental Master Revenue Bond Declaration (the “**First Supplement**”) which established the terms under which the Port issued its General Revenue Refunding Bond, Series 2013 in the principal amount of \$3,703,000 (the “**Series 2013 Bond**”) for the purpose of refunding the Series 2003 Bonds.
- E. The Port Board of Commission adopted Resolution No. 2015-16-3 on October 6, 2015, authorizing the Port to execute and deliver a Second Supplemental Master Revenue Bond Declaration (the “**Second Supplement**”) which established the terms under which the Port issued its Taxable General Revenue Refunding Bond, Series 2015 in the principal amount of \$2,000,000 (the “**Series 2015 Bond**”) for the purpose of financing the acquisition of and improvements to certain Port Facilities, fund any required debt service reserve and pay costs of issuance.
- F. ORS Chapters 287A and 777 authorize the Port to refund outstanding borrowings.
- G. The Port adopts this resolution to authorize the sale of its Taxable General Revenue Bond, Series 2020 (the “**Series 2020 Bond**”) and execution of a Third Supplemental Revenue Bond Declaration (the “**Third Supplement**”) for the purpose of refinancing the Port’s Installment Note dated May 18, 2010, issued in the original principal amount of \$2,250,000 to LJS Manufacturing, Inc. (the “**Note**”), fund any required debt service reserve and pay costs of issuance of the Series 2020 Bond. The Note financed the purchase of property located at 400 Portway Avenue (the “**Property**”) and is secured by a Trust Deed dated May 18, 2010, between the Port, Columbia Gorge Title LLC as trustee and LJS Manufacturing, Inc. as

beneficiary. The outstanding amount of the Note, approximately \$1,866,431, is due May 21, 2020. The Property is part of the Port's Facilities.

- H. The Master Declaration, together with the First Supplement, the Second Supplement and the Third Supplement is referred to as the **"Declaration."**
- I. Capitalized terms used but not defined herein shall have their respective meanings as set forth in the Declaration.

**NOW, THEREFORE, based upon the above findings,**

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF HOOD RIVER, a municipal corporation of the State of Oregon, as follows:**

**Section 1. Bond Authorized**

- 1.1 The Port hereby authorizes the sale and delivery of the Series 2020 Bond in a maximum aggregate principal amount not to exceed \$1,900,000, to refinance the Note, fund any required debt service reserve, and pay costs of issuance of the Series 2020 Bond in accordance with this Resolution and the Declaration.
- 1.2 The Series 2020 Bond is a Parity Obligation payable from the Net Operating Revenues of the Port as provided in the Declaration. Except as provided in the Declaration, the Owner of the Series 2020 Bond shall not have a lien or security interest on any property of the Port, including any property financed with the proceeds of the Series 2020 Bond.
- 1.3 The purchaser of the Series 2020 Bond shall be Columbia Bank (the **"Bank"**).

**Section 2. Delegation**

The Executive Director or the Chief Financial Officer are designated by the Board of Commissioners to act on behalf of the Port under this resolution and the Declaration (any of whom is referred to in this resolution as a **"Port Official"**) and the Port Official may, on behalf of the Port:

- 2.1 Establish the final principal amounts, maturity schedules, interest rates, sale prices, redemption terms, payment terms and dates, reserve amount, record dates and other terms for the Series 2020 Bond.
- 2.2 Determine if any required debt service reserve amount will be funded with Series 2020 Bond proceeds or funds of the Port.
- 2.3 Finalize the terms of, execute and deliver the Third Supplement, which describes the terms under which the Series 2020 Bond may be issued. The Third Supplement shall be in substantially the form attached to this Resolution as Exhibit A, with such insertions and changes as the Port Official may approve. The Port Official may approve and execute and deliver additional covenants and terms for the Series 2020 Bond. The covenants contained in

the Third Supplement and covenants, terms or events of default in the closing documents for the Series 2020 Bond, including but not limited to additional covenants, terms or events of default in any credit facility agreements approved by the Port Official, shall constitute contracts with the Owner of the Series 2020 Bond, and shall be enforceable by them.

- 2.4 Appoint and enter into agreements with professionals and service providers in connection with the Series 2020 Bond.
- 2.5 Execute a credit facility agreement or loan agreement and any other documents, and take any other action in connection with the Series 2020 Bond, that the Port Official finds necessary or desirable.

**Section 3.     Effective Date**

This resolution takes effect upon adoption by the Board of Commissioners.

PASSED by the Board of Commissioners of the Port of Hood River this 17th day of March 2020

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John Everitt  
President

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Ben Sheppard  
Vice-President

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David Meriwether  
Secretary

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Kristi Chapman  
Treasurer

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Hoby Streich  
Commissioner

**EXHIBIT A**  
**FORM OF THIRD SUPPLEMENTAL DECLARATION**

### THIRD SUPPLEMENTAL REVENUE BOND DECLARATION

THIS THIRD SUPPLEMENTAL REVENUE BOND DECLARATION is executed as of March 18, 2020, by the Port Official of the Port of Hood River, Hood River County, Oregon pursuant to authority granted to the Port Official by Port Resolution No. 2019-20-4 to establish the terms under which the Port's Taxable General Revenue Bond, Series 2020 may be issued.

#### Section 1. Recitals.

The Port finds:

- 1.1 The Port's Master General Revenue Bond Declaration (the "**Master Declaration**") was executed as of August 28, 2003 by the Port Official of the Port of Hood River, Hood River County, Oregon pursuant to authority granted to the Port Official by Port Resolution 2002-03-5 to establish the terms under which the Port's General Revenue Bonds, Series 2003 and future general revenue bonds may be issued.
- 1.2 The Port issued its Series 2003 Bonds in the aggregate principal amount of \$8,000,000 under the authority of the Master Declaration and Oregon Revised Statutes ("**ORS**") Section 777.560 for the purpose of financing improvements to the Port's toll bridge, other improvements, funding the reserve account and paying the costs of issuance of the Series 2003 Bonds. The Series 2003 Bonds are dated August 15, 2003.
- 1.3 In 2013, the Port issued a general revenue bond the aggregate principal amount of \$3,730,000, under the authority of the Master Declaration, the First Supplemental Declaration, and Port Resolution No. 2013-14-1, for the purpose of refinancing the Series 2003 Bonds. The Series 2013 Bonds are dated October 3, 2013.
- 1.4 In 2015, the Port issued a taxable general revenue bond in the aggregate principal amount of \$2,000,000, under the authority of the Master Declaration, the Second Supplemental Declaration, and Port Resolution No. 2015-16-3, for the purpose of financing the acquisition of and improvements to certain Port facilities. The Series 2015 Bond is dated October 9, 2015.
- 1.5 Section 7 of the Master Declaration provides that Parity Obligations may be issued for any purpose relating to the Facilities that is authorized by law.
- 1.6 The Board of Port Commissioners has adopted Resolution No. 2019-20-4, authorizing the Port to issue its taxable general revenue bond in the maximum principal amount of \$1,860,534 (the "**Series 2020 Bond**"), to refinance the Port's Installment Note in the original principal amount of \$2,250,000 to LJS Manufacturing, Inc. (the "**Note**"), fund any required debt service reserve and pay costs of issuance of the Series 2020 Bond (the "**Project**"), and to execute and deliver this Third Supplemental Declaration which establishes the terms under

which the Series 2020 Bond is issued. The Note financed the purchase of property located at 400 Portway Avenue. The outstanding amount of the Note, approximately \$1,834,618, is due May 21, 2020.

- 1.7 Section 14 of the Master Declaration provides, in part, that the Master Declaration may be amended without the consent of the Owners to issue Parity Obligations in accordance with Section 7 of the Master Declaration, and with the consent of the Owners for certain other amendments.
- 1.8 This Third Supplemental Revenue Bond Declaration amends the Master Declaration to provide for the issuance of Parity Obligations and, with the consent of the Columbia State Bank, as Owner of the Outstanding Bonds, amends Section 7 of the Master Declaration for the issuance of Parity Obligations.

## **Section 2. Definitions.**

As used in this Third Supplemental Declaration, the following words shall have the following meanings. Capitalized terms used but not defined herein shall have the meanings assigned in the Master Declaration, as modified by the First, Second and Third Supplemental Declarations.

“Agreement” means the Taxable Facility Agreement, dated as of March 18, 2020, between the Port and Columbia Bank in connection with the Series 2020 Bond.

“Bond Counsel” means Mersereau Shannon LLP or such other counsel designated by the Port.

“Closing Date” means March 18, 2020.

“Declaration” means collectively the Master Declaration, the First Supplemental Declaration, the Second Supplemental Declaration and this Third Supplemental Declaration.

“First Supplemental Declaration” means the Port’s Supplemental Declaration executed October 3, 2013.

“Master Declaration” means the Port’s Master Revenue Bond Declaration executed on August 28, 2003.

“Payment Date” means each January 15 and July 15, commencing July 15, 2020 and [\_\_\_\_\_, 2030.]

“Port Official” means the Executive Director of the Port or the Chief Financial Officer of the Port.

“Second Supplemental Declaration” means the Second Supplemental Revenue Bond Declaration dated as of October 9, 2015, authorized by the Resolution and executed by the Port Official.

“Series 2020 Event of Default” means the occurrence of any of the following: (i) a failure to pay when due any principal, interest or other amount that is required to be paid under the Agreement;

(ii) a failure by the Port to comply with any of its obligations or to perform any of its duties under the Agreement, other than a failure described in clause (i) of this definition, which failure continues and is not cured for a period of more than 30 days after the Bank has made written demand on the Port to cure such failure (iii) a material misrepresentation by the Port in the Agreement, the Resolution or the Series 2020 Bond; or (iv) a material breach or Default under the Declaration.

“Third Supplemental Declaration” means this Third Supplemental Revenue Bond Declaration dated as of March 18, 2020, authorized by the Resolution and executed by the Port Official.

**Section 3. Amendment of Section 7 of Master Declaration – Parity Obligations.** Pursuant to Section 14 of the Master Declaration, with the consent of Columbia State Bank evidenced by their signature below, Section 7.1(D)(1) of the Master Declaration is hereby amended as follows.

“(1) the Net Operating Revenues for any 12 consecutive months during the ~~18~~ 21 months preceding the date of issuance of the Parity Obligations were not less than 1.30 times the sum of the actual debt service of the Bonds for the immediately preceding 12 months, plus the average annual debt service for the proposed Parity Obligations as certified by the Port Official; or”

#### **Section 4. The 2020 Bond.**

**4.1 Sale Authorized.** Pursuant to Section 7 of the Master Declaration, ORS Chapters 287A and 777, and Port Resolution No. 2019-20-4, the Port issues its Series 2020 Bond in the principal amount of \$1,860,534 for the purpose of financing the Project, any required debt service reserve and to pay costs of issuance of the Series 2020 Bond. The Series 2020 Bond shall be a Bond as defined in the Master Declaration and shall have a lien on the Net Operating Revenues that is equal to the lien of all then Outstanding Bonds and all Parity Obligations issued in accordance with Section 7 of the Master Declaration. The Series 2020 Bond shall bear interest payable on January 15 and July 15 of each year at the rate of three and seventy five hundredths percent (3.75%) per annum, commencing July 15, 2020. The final payment will be due on [\_\_\_\_\_, 2030.] Principal and interest of the Series 2020 Bond is payable by the Port on the dates and in the amounts set forth in the amortization schedule attached as Exhibit A to the Agreement.

**4.2 Limitation on Payment.** The Series 2020 Bond shall be a special obligation of the Port, and shall be payable from the Net Operating Revenues and amounts required to be deposited in the Revenue Bond Reserve Account as required and as provided by the Declaration.

**4.3 Bond Form.** The Series 2020 Bond shall be in substantially the form attached as Exhibit A hereto and shall be signed with the facsimile or manual signatures of the President and Secretary of the Board of Port Commissioners.

**4.4 Purchaser; Authentication.** Columbia Bank (“Bank”) shall be the purchaser of the Series 2020 Bond. The Series 2020 Bond shall not be entitled to any right or benefit under the Declaration unless it shall have been authenticated by the Port.

**4.5 Paying Agent.** The Paying Agent shall deliver each Series 2020 Bond interest and principal payment on the Payment Date (or the next business day if the payment date is not a business day) to the Bank. The Port will act as Paying Agent for the Series 2020 Bond.

**4.6 Prepayment.** Prepayment is allowed without penalty on any payment date with 30-day notice to the Bank.

**4.7 Disposition of Series 2020 Bond Proceeds.** The Sale Proceeds actually or constructively received by the Port from the sale of the Bond is as follows:

Face Amount of Bond	<u>\$1,860,534</u>
Total	<u>\$1,860,534</u>

The Sale Proceeds received by the Port from the sale of the Series 2020 Bond will be allocated to the following uses in the following amounts:

Commitment Fee	\$ 2,500
Bank Counsel Fee	3,000
Bond Counsel Fee	16,000
Deposit to Port Account for the Note Refunding	<u>1,839,034</u>
Total	<u>\$1,860,534</u>

The Port expects to transfer other funds of the Port to make a deposit to the Revenue Bond Reserve Account in an amount sufficient to make the balance in the Revenue Bond Reserve Account at least equal to the Required Reserve.

**4.8 Covenants.**

- (A) The Port shall charge rates and fees projected to generate Net Operating Revenues equal to the amount described in Section 5.1 of the Master Declaration, including the Series 2020 Bond.
- (B) The Net Operating Revenues for any 12 consecutive months during the 21 months preceding the date of issuance of the Series 2020 Bonds (\$5,102,413) is not less than 1.30 times the sum of the actual debt service of Outstanding Bonds for the immediately preceding 12 months, plus the average annual debt service for the Series 2020 Bonds (\$3,331,955).
- (C) The Port shall make a deposit to the Revenue Bond Reserve Account in an amount sufficient to make the balance in the Revenue Bond Reserve Account at least equal to the Required Reserve.
- (D) The Port Official may approve and execute and deliver additional covenants, terms or events of default for the Series 2020 Bond. The covenants contained in this Section 3.8 and any covenants in the closing documents for the Series 2020 Bond, including but not limited to additional covenants, terms or events of default in any

credit facility agreements approved by the Port Official, shall constitute contracts with the Owners of the Series 2020 Bond, and shall be enforceable by them.

- (E) To the extent permitted by law, the Port agrees to indemnify and hold harmless the Bank and all of its agents and employees against any and all losses, claims, damages, liabilities and expenses arising out of any statement made by the Port to the Bank, its agents or employees, that relates to the Agreement or the Series 2020 Bond and that is untrue or incorrect in any material respect.
- (F) The Port shall provide the Bank with all financial reporting required under the Agreement.
- (G) The Port shall not issue Bonds or other obligations having a claims superior to the claim of the Series 2020 Bond upon Net Operating Revenues.

**4.10 Series 2020 Event of Default.** If Series 2020 Event of Default occurs, the Bank may exercise any remedy available for an Event of Default, subject to the requirements of the Master Declaration, at law or in equity, and under Section 3.5 of the Agreement. No remedy shall be exclusive. The Bank may waive any Series 2020 Event of Default, but no such waiver shall extend to a subsequent Series 2020 Event of Default.

If a Series 2020 Event of Default occurs due to a failure to pay when due any principal, interest or other amount that is required to be paid under the Agreement, then the interest rate under the Series 2020 Bond may be increased at the option of the Bank to an interest rate five percentage points (5.00%) in excess of the interest rate otherwise applicable to the Series 2020 Bond.

#### **4.11 Fees, Costs and Expenses.**

- (A) **Bank Fees.** The Port shall pay the Bank an origination fee of \$2,500 on the Closing Date.
- (B) **Bank Costs of Enforcement.** If the Bank incurs any expenses in connection with enforcing the Agreement or the Series 2020 Bond, or if the Bank takes collection action under the Agreement or the Series 2020 Bond, the Port shall pay to the Bank, on demand, the Bank's reasonable costs and attorneys' fees, whether at trial, on appeal, in bankruptcy or insolvency proceedings or otherwise, including any allocated costs of in-house counsel.
- (C) **Other Fees and Costs.** The Port shall pay the fees and costs of Bond Counsel, and any other expenses and costs that the Port incurs in connection with the Agreement. The Port shall pay all of the Bank's attorney fees for the Agreement in an amount not to exceed \$3,000.

**4.12 Waiver of Jury Trial.** To the extent permitted by applicable law, each of the parties waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise between the parties arising out of, connected with, related to, or incidental to the relationship between any of them in connection with the Agreement or the

transactions contemplated hereby. Instead, any such dispute resolved in court will be resolved in a bench trial without a jury.

**Section 5. Notices.**

Port: Port of Hood River, Oregon  
1000 E. Port Marina Driver  
Hood River, OR 97031

Bank: Columbia Bank  
1000 SW Broadway, Suite 1100  
Portland, OR 97205

*(Signature page follows.)*

Dated as of March 18, 2020.

**PORT OF HOOD RIVER,  
HOOD RIVER COUNTY, OREGON**

By: \_\_\_\_\_  
Port Official

COLUMBIA STATE BANK ACCEPTS THE THIRD SUPPLEMENTAL DECLARATION  
AND CONSENTS TO THE AMENDMENT OF THE MASTER DECLARATION AS  
PROVIDED IN SECTION 3 OF THE THIRD SUPPLEMENTAL DECLARATION:

By: \_\_\_\_\_  
Columbia State Bank

**Exhibit A  
Form of Bond**

**UNITED STATES OF AMERICA  
STATE OF OREGON  
PORT OF HOOD RIVER  
HOOD RIVER COUNTY, OREGON  
TAXABLE GENERAL REVENUE BOND  
SERIES 2020**

**NUMBER: R-1**

**\*\*\*\$1,860,534\*\*\***

<u>DATED</u>	<u>RATE OF INTEREST</u>	<u>MATURITY DATE</u>
March 18, 2020	3.75%	[            ]

Port of Hood River, Hood River County, Oregon (the “**Port**”), for value received, acknowledges itself indebted and hereby promises to pay to the order of Columbia State Bank (the “**Bank**”), the aggregate principal amount of ONE MILLION EIGHT HUNDRED SIXTY THOUSAND FIVE HUNDRED THIRTY FOUR DOLLARS AND NO/100 U.S. DOLLARS (\$1,860,534.00). The outstanding principal amount shall bear interest at 3.75% per annum, based on an Actual/360-day basis. Principal and interest shall be due and payable in accordance with the schedule attached as Exhibit A to the Agreement.

Capitalized terms used in this Bond have the meanings defined for such terms in the Master Revenue Bond Declaration dated as of August 28, 2003, as supplemented by the Supplemental Revenue Bond Declaration dated as of October 3, 2013, the Second Supplemental Revenue Bond Declaration dated as of October 9, 2015, and the Third Supplemental Revenue Bond Declaration dated as of March 18, 2020 (collectively, the “**Declaration**”).

This Bond is authorized by Port Resolution No. 2019-20-4 adopted March 17, 2020 and the Declaration. This Bond is issued for the purpose of financing the Project, as that term is defined in the Declaration.

This Bond constitutes a valid and legally binding special obligation of the Port and is authorized pursuant to Oregon Revised Statutes Chapter 777, the Declaration, and Resolution No. 2019-20-4 of the Port adopted March 17, 2020. The Net Operating Revenues, as defined in the Declaration, are pledged for the punctual payment of the principal of and interest on this Bond. The Port is not authorized to levy any additional taxes to pay this Bond. Parity Obligations may be issued on a parity of lien with this Bond, subject to certain conditions described in the Declaration.

This Bond does not constitute a debt or indebtedness of Hood River County, the State of Oregon or any political subdivision thereof other than the Port.

This Bond is subject to prepayment as described in the Declaration.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in the form and manner required by the Constitution and Statutes of the State of Oregon and that this Bond, together with all other indebtedness of the Port does not exceed any limitation prescribed by law.

IN WITNESS WHEREOF, the Port has caused this Bond to be signed on its behalf by its President and Secretary of the Board of Commissioners, as of this 18<sup>th</sup> day of March, 2020.

**PORT OF HOOD RIVER  
HOOD RIVER COUNTY, OREGON**

By: \_\_\_\_\_  
John Everitt, President

By: \_\_\_\_\_  
David Meriwether, Secretary



## CERTIFICATE OF DETERMINATION

\$1,860,534  
Port of Hood River  
Hood River County, Oregon  
Taxable General Revenue Bond  
Series 2020

The undersigned, Fred Kowell, Chief Financial Officer of the Port of Hood River, Hood River County, Oregon (the “Port”) and as authorized in Resolution No. 2019-20-4 of the Port adopted on March 17, 2020 (the “Resolution”), and acting pursuant to the Resolution, hereby determines and establishes certain terms and other matters relating to the Port’s Third Supplemental Revenue Bond Declaration dated March 18, 2020 (the “Third Supplemental Declaration”), the Taxable Facility Agreement between the Port and Columbia State Bank (the “Bank”) dated March 18, 2020 (the “Agreement”), and the Port’s Taxable General Revenue Bond, Series 2020, dated March 18, 2020 (the “Bond”), and as set forth herein. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Resolution and Master Revenue Bond Declaration dated August 28, 2003 (the “Master Declaration”), as supplemented by the First Supplemental Revenue Bond Declaration dated October 3, 2013, the Second Revenue Bond Supplemental Declaration dated October 9, 2015 and the Third Supplemental Declaration (collectively the “Declaration”).

### **Section 1. PURCHASE OF BOND**

The Bond shall be purchased by Bank and shall be in the principal amount of \$1,860,534.00. The Bank shall receive an origination fee of \$2,500.00 and payment of its legal fees of \$3,000.00 for purchasing the Bond. The authority to enter into the Third Supplemental Declaration, the Agreement and the Bond is the Resolution.

### **Section 2. PAYMENT SCHEDULE**

The Bond shall bear interest at the rate of three and seventy five hundredths percent (3.75%) per annum, calculated on an Actual/360-day basis. The Port will repay the Bond, including principal and interest, as set forth on Exhibit A attached to the Financing Agreement (as such term is defined in the Third Supplemental Declaration).

### **Section 3. PREPAYMENT**

The Bond may be prepaid, in whole or in part, without penalty, at the election of the Port on any Payment Date with thirty (30) days written notice, together with accrued interest through the date fixed for prepayment.

*[Signature appears on the following page]*



Dated this 18th day of March 2020.

PORT OF HOOD RIVER  
HOOD RIVER COUNTY, OREGON

By \_\_\_\_\_  
Fred Kowell, Chief Financial Officer

**PURCHASER’S RECEIPT FOR BOND**

**\$1,860,534  
Port of Hood River  
Hood River County, Oregon  
Taxable General Revenue Bond  
Series 2020**

On behalf of Columbia State Bank (“Bank”), I hereby acknowledge that I have received the Port of Hood River, Hood River County, Oregon (the “Port”) Taxable General Revenue Bond, Series 2020 (the “Bond”) dated March 18, 2020, in the principal amount of \$1,860,534 and executed by an authorized officer of the Port. The Bond has been received in satisfactory form.

I hereby certify that it is the Bank’s intent that the Bond will be held in the Bank’s corporate portfolio for the term of the Bond and will not be reoffered and sold to the public, except that it may be transferred to a successor to the business and assets of the Bank.

Dated this 18th day of March 2020.

COLUMBIA STATE BANK

By \_\_\_\_\_  
Sharon Guisande  
Senior Vice President

## RECEIPT FOR BOND PROCEEDS

**\$1,860,534**  
**Port of Hood River**  
**Hood River County, Oregon**  
**Taxable General Revenue Bond**  
**Series 2020**

On behalf of the Port of Hood River, Hood River County, Oregon (the "Port") I, Fred Kowell, Chief Financial Officer of the Port, acknowledge receipt of the proceeds of the Port's Taxable General Revenue Bond, Series 2020 (the "Bond"), dated March 18, 2020, issued to Columbia State Bank (the "Bank") by the Port in the principal amount of \$1,860,534 as follows:

Proceeds	\$1,860,534.00
Less: Bank fee	(2,500.00)
Less: Bank legal expense	<u>(3,000.00)</u>
Total Received	\$1,855,034.00

Dated this 18th day of March 2020.

PORT OF HOOD RIVER  
HOOD RIVER COUNTY, OREGON

By \_\_\_\_\_  
Fred Kowell, Chief Financial Officer

**CERTIFICATE OF PROCEEDINGS**

**\$1,860,534  
Port of Hood River  
Hood River County, Oregon  
Taxable General Revenue Bond  
Series 2020**

I, Fred Kowell, certify as follows:

1. I am the Chief Financial Officer of the Port of Hood River, Hood River County, Oregon (the "Port");

2. The following listed documents, which are contained in the Transcript of Proceedings of the Port's Taxable General Revenue Bond, Series 2020 (the "Bond"), dated March 18, 2020, issued by the Port to Columbia State Bank (the "Bank") in the principal amount of \$1,860,534, are true and correct copies of the original documents that are on file in the official records of the Port:

- a. Resolution No. 2019-20-4 dated March 17, 2020, which was adopted at a meeting of the Board of Commissioners of the Port of the same date.
- b. Meeting minutes of March 17, 2020.

3. The meeting at which the resolution referred to in Paragraph 2 above was adopted was duly convened and held in all respects in accordance with law and, to the extent required by law, due and proper notice of such meeting was given; a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Board of Commissioners of the Port voted in the proper manner and for the adoption of the resolution, and all other requirements and proceedings under law incident to the proper adoption or passage of such resolution has been duly fulfilled, carried out, and otherwise observed.

Dated this 18th day of March 2020.

PORT OF HOOD RIVER  
HOOD RIVER COUNTY, OREGON

By \_\_\_\_\_  
Fred Kowell, Chief Financial Officer

## GENERAL CERTIFICATE

**\$1,860,534**  
**Port of Hood River**  
**Hood River County, Oregon**  
**Taxable General Revenue Bond**  
**Series 2020**

I, Fred Kowell, certify that:

1. I am the Chief Financial Officer of the Port of Hood River, Hood River County, Oregon (the “Port”).

2. Capitalized terms used, but not defined herein shall have the respective meanings assigned in the Port’s Master Revenue Bond Declaration dated August 28, 2003 (the “Master Declaration”) together with the Supplemental Revenue Bond Declaration (the “First Supplemental Declaration”), the Second Supplemental Revenue Bond Declaration (the “Second Supplemental Declaration”) and the Third Supplemental Revenue Bond Declaration (the “Third Supplemental Declaration”) (collectively, “Declaration”).

3. There is no action, suit, proceeding, or investigation at law or in equity before or by any court or governmental body pending or, to the best of the knowledge of the Port, threatened against the Port to restrain or enjoin the adoption of Resolution No. 2019-20-4 adopted March 17, 2020 (the “Resolution”) or the execution and delivery of the Taxable General Revenue Bond, Series 2020 dated March 18, 2020 in the principal amount of \$1,860,534 (the “Series 2020 Bond”), the Taxable Facility Agreement between the Port and Columbia State Bank (the “Bank”) dated March 18, 2020 (the “Agreement”) and the Third Supplemental Declaration, or the collection and application of funds as contemplated by the Declaration, the Agreement and the Series 2020 Bond, that, in the reasonable judgment of the Port, would have a material and adverse effect on the ability of the Port to pay the amounts due under the Agreement and the Series 2020 Bond.

4. The adoption of the Resolution and the execution and delivery of the Third Supplemental Declaration, the Agreement and the Series 2020 Bond do not conflict in any material respect with, or constitute a material breach of or default under, any law, charter provision, court decree, administrative regulation, ordinance, resolution or other agreement to which the Port is a party or by which it is bound.

5. No Default under the Declaration has occurred and is continuing.

6. There is no deficiency in the Revenue Bond Account and the Revenue Bond Reserve Account.

7. The Net Operating Revenues for any 12 consecutive months during the 18 months preceding the date of issuance of the Series 2020 Bond (\$\_\_\_\_\_) were not less than 1.30 times the sum of the actual debt service on the Bonds for the immediately preceding 12 months (\$\_\_\_\_\_), plus the average annual debt service for the Series 2020 Bond (\$\_\_\_\_\_).

8. There is no debt outstanding that has a claim superior to the claim of the Series 2020 Bond upon Net Operating Revenues.

9. The only “Separate Facilities” under the Master Declaration is the Halyard Building located at 400 Portway Ave. Hood River, Oregon.

*[Signature appears on the following page.]*

Dated this 18th day of March 2020.

PORT OF HOOD RIVER  
HOOD RIVER COUNTY, OREGON

By \_\_\_\_\_  
Fred Kowell, Chief Financial Officer



**UNITED STATES OF AMERICA  
STATE OF OREGON  
PORT OF HOOD RIVER  
HOOD RIVER COUNTY, OREGON  
TAXABLE GENERAL REVENUE BOND  
SERIES 2020**

**NUMBER: R-1**

**\*\*\*\$1,860,534\*\*\***

<u><b>DATED</b></u>	<u><b>RATE OF INTEREST</b></u>	<u><b>MATURITY DATE</b></u>
March 18, 2020	3.75%	[Maturity Date, Year]

Port of Hood River, Hood River County, Oregon (the "Port"), for value received, acknowledges itself indebted and hereby promises to pay to the order of Columbia State Bank (the "Bank"), the aggregate principal amount of ONE MILLION EIGHT HUNDRED SIXTY THOUSAND FIVE HUNDRED THIRTY FOUR AND NO/100 U.S. DOLLARS (\$1,860,534.00). The outstanding principal amount shall bear interest at 3.75% per annum, based on an Actual/360-day basis. Principal and interest shall be due and payable in accordance with the schedule attached as Exhibit A to the Agreement.

Capitalized terms used in this Bond have the meanings defined for such terms in the Master Revenue Bond Declaration dated as of August 28, 2003, as supplemented by the Supplemental Revenue Bond Declaration dated as of October 3, 2013, the Second Supplemental Revenue Bond Declaration dated as of October 9, 2015 and the Third Supplemental Revenue Bond Declaration dated as of March 18, 2020 (collectively, the "Declaration").

This Bond is authorized by Port Resolution 2019-20-4 adopted March 17, 2020 and the Declaration. This Bond is issued for the purpose of financing the Project, as that term is defined in the Declaration.

This Bond constitutes a valid and legally binding special obligation of the Port and is authorized pursuant to Oregon Revised Statutes Chapter 777, the Declaration, and Resolution No 2019-20-4 of the Port adopted March 17, 2020. The Net Operating Revenues, as defined in the Declaration, are pledged for the punctual payment of the principal of and interest on this Bond. The Port is not authorized to levy any additional taxes to pay this Bond. Parity Obligations may be issued on a parity of lien with this Bond, subject to certain conditions described in the Declaration.

This Bond does not constitute a debt or indebtedness of Hood River County, the State of Oregon or any political subdivision thereof other than the Port.

This Bond is subject to prepayment as described in the Declaration.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in the form and manner required by the Constitution and Statutes of the State of Oregon and that this Bond, together with all other indebtedness of the Port does not exceed any limitation prescribed by law.

IN WITNESS WHEREOF, the Port has caused this Bond to be signed on its behalf by its President and Secretary of the Board of Commissioners, as of this 18th day of March 2020.

**PORT OF HOOD RIVER  
HOOD RIVER COUNTY, OREGON**

By: \_\_\_\_\_  
John Everitt, President

By: \_\_\_\_\_  
David Meriwether, Secretary

MERSEREAU ■ SHANNON<sup>LLP</sup>

*Attorneys at Law | Founded in 1885*

March 18, 2020

Port of Hood River  
1000 E. Port Marina Drive  
Hood River, Oregon 97031

Columbia State Bank  
5000 Meadows Road, Suite 220  
Lake Oswego, Oregon 97035

RE: Port of Hood River, Hood River County, Oregon, Taxable General Revenue Bond, Series 2020 - \$1,860,534

We have acted as bond counsel in connection with the authorization of a Taxable General Revenue Bond, Series 2020, dated March 18, 2020 (the “Bond”) issued by the Port of Hood River, Hood River County, Oregon (the “Port”) pursuant to Resolution No. 2019-20-4 of the Port dated March 17, 2020 (the “Resolution”), the Port’s Master Revenue Bond Declaration, dated August 28, 2003 (the “Master Declaration”), as supplemented by the Supplemental Revenue Bond Declaration, dated October 3, 2013 (the “First Supplemental Declaration”), the Second Supplemental Revenue Bond Declaration, dated October 9, 2015 (the “Second Supplemental Declaration”) and the Third Supplemental Revenue Bond Declaration, dated March 18, 2020 (the “Third Supplemental Declaration” and collectively with the Second Supplemental Declaration, First Supplemental Declaration and the Master Declaration, the “Declaration”), and a Taxable Facility Agreement between the Port and Columbia State Bank (the “Bank”) dated as of March 18, 2020 (the “Agreement”). We have examined the law and such certified proceedings of the Port and other papers as we deem necessary to render this opinion.

We have not been engaged nor have we undertaken to review the accuracy, completeness or sufficiency of any offering material relating to the Bond and we express no opinion relating thereto.

As to questions of fact material to our opinion, we have relied upon the representations of the Port contained in the Resolution, the Declaration, the Agreement, the Bond, and the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, as of the date hereof and under existing law, as follows:

1. The Bond, the Third Supplemental Declaration, the Agreement and the Resolution have been legally authorized, executed and delivered by the Port under and pursuant to the Constitution and statutes of the State of Oregon, and the Bond, the Agreement and the Resolution are valid and legally binding obligations of the Port enforceable in accordance with their terms.

2. The payments under the Agreement and the Bond are payable from Net Operating Revenues as defined in the Declaration. The obligation of the Port to make payments under the Agreement and the Bond is special obligation of the Port. The Agreement and the Bond are not secured by any lien or security interest on any property, real or personal.

It is to be understood that the rights of the Bank under the Bond and Agreement, and the enforceability thereof, are subject to (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, (ii) the application of equitable principles and to the exercise of judicial discretion in appropriate cases, (iii) common law and statutes affecting the enforceability of contractual obligations generally, and (iv) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as the Port.

Respectfully submitted,

**UNITED STATES OF AMERICA  
STATE OF OREGON  
PORT OF HOOD RIVER  
HOOD RIVER COUNTY, OREGON  
TAXABLE GENERAL REVENUE BOND  
SERIES 2020**

**NUMBER: R-1** **\*\*\*\$1,860,534\*\*\***

<u><b>DATED</b></u>	<u><b>RATE OF INTEREST</b></u>	<u><b>MATURITY DATE</b></u>
March 18, 2020	3.75%	[Maturity Date, Year]

Port of Hood River, Hood River County, Oregon (the “Port”), for value received, acknowledges itself indebted and hereby promises to pay to the order of Columbia State Bank (the “Bank”), the aggregate principal amount of ONE MILLION EIGHT HUNDRED SIXTY THOUSAND FIVE HUNDRED THIRTY FOUR AND NO/100 U.S. DOLLARS (\$1,860,534.00). The outstanding principal amount shall bear interest at 3.75% per annum, based on an Actual/360-day basis. Principal and interest shall be due and payable in accordance with the schedule attached as Exhibit A to the Agreement.

Capitalized terms used in this Bond have the meanings defined for such terms in the Master Revenue Bond Declaration dated as of August 28, 2003, as supplemented by the Supplemental Revenue Bond Declaration dated as of October 3, 2013, the Second Supplemental Revenue Bond Declaration dated as of October 9, 2015 and the Third Supplemental Revenue Bond Declaration dated as of March 18, 2020 (collectively, the “Declaration”).

This Bond is authorized by Port Resolution 2019-20-4 adopted March 17, 2020 and the Declaration. This Bond is issued for the purpose of financing the Project, as that term is defined in the Declaration.

This Bond constitutes a valid and legally binding special obligation of the Port and is authorized pursuant to Oregon Revised Statutes Chapter 777, the Declaration, and Resolution No 2019-20-4 of the Port adopted March 17, 2020. The Net Operating Revenues, as defined in the Declaration, are pledged for the punctual payment of the principal of and interest on this Bond. The Port is not authorized to levy any additional taxes to pay this Bond. Parity Obligations may be issued on a parity of lien with this Bond, subject to certain conditions described in the Declaration.

This Bond does not constitute a debt or indebtedness of Hood River County, the State of Oregon or any political subdivision thereof other than the Port.

This Bond is subject to prepayment as described in the Declaration.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in the form and manner required by the Constitution and Statutes of the State of Oregon and that this Bond, together with all other indebtedness of the Port does not exceed any limitation prescribed by law.

IN WITNESS WHEREOF, the Port has caused this Bond to be signed on its behalf by its President and Secretary of the Board of Commissioners, as of this 18th day of March 2020.

**PORT OF HOOD RIVER  
HOOD RIVER COUNTY, OREGON**

By: \_\_\_\_\_  
John Everitt, President

By: \_\_\_\_\_  
David Meriwether, Secretary

# Commission Memo



Prepared by: Michael McElwee  
Date: March 17, 2020  
Re: HDR Bridge Contract- Task Order No. 9

---

On June 16, 2015, the Commission approved a master contract (“Contract”) with HDR Engineering (HDR) for a variety of bridge engineering tasks. On June 18, 2019 the Commission approved Amendment No. 1 to the Contract extending it through June 30, 2021.

Under the Contract, Task Order No. 9 has been designated for On-call Services, which makes HDR technical expertise available to assist staff with miscellaneous and unforeseen bridge tasks.

The master contract was amended on July 10, 2019 to allocate \$30,000 for the 19/20 fiscal year under Task Order 9. A significant portion of this amount was utilized for the unanticipated dive inspection and subsequent engineering assessment of the bridge piers. That work is currently ongoing and will likely increase in FY 20/21 as the full scope and response plan is developed. However, additional funds are needed to allow for continuing on-call services under Task Order 9 for the remainder of this fiscal year.

**RECOMMENDATION:** Approve Amendment No. 1 to Task Order No. 9 of the Master Services Agreement with HDR Engineering, Inc. not to exceed \$16,000 plus reasonable reimbursable expenses.

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**TASK ORDER 09****SCOPE OF SERVICES  
for  
ON-CALL ENGINEERING**

Amendment No. 1

March 5, 2020

This Task Order pertains to a **Personal Services Master Service Agreement**, (“**Agreement**”) by and between **Port of Hood River**, (“**Port**”), and **HDR Engineering, Inc.** (“**Consultant**”), dated June 17, 2015 (“the Agreement”) and as amended on July 21, 2017 and on June 27, 2019. Engineer shall perform Services on the project described below as provided herein and in the Agreement. This Task Order Amendment shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order Amendment shall supplement the Agreement as it pertains to the Services described below.

**PART 1.0 PROJECT DESCRIPTION & PURPOSE**

The Port of Hood River has prioritized immediate and long-term action plans for the goal of maintaining the safety and functionality of their various infrastructure assets, including the Hood River Bridge crossing the Columbia River. As part of this effort, the Port requires technical expertise to assist their staff in assessing, analyzing, and designing various repairs and projects.

This Amendment No. 1 is to provide additional funds to allow Consultant to continue these services throughout the course of the fiscal year, up to but not over the not-to-exceed amount listed herein.

**PART 2.0 SCOPE OF SERVICES****Task 1: Technical Services & Professional Advice**

Consultant may perform aspects of the following tasks associated with the Port’s facilities as requested by Port staff:

- Update the short term work plan and long term preservation plan for the Hood River-White Salmon (Columbia River) Bridge.
- Coordinate with specialty dive contractor about level of services for additional underwater inspection of bridge piers, and repair construction techniques for permitting.
- Coordinate with regulatory agencies to support the permitting for underwater construction repairs of bridge piers.
- Provide expert advice on specific issues associated with bridge inspection, maintenance, repair, rehabilitation, and retrofit.
- Provide minor technical engineering design services as it relates to the Port facilities.
- Present to the Port Commission regarding any of the above mentioned items.
- Attend meetings, workshops, or other events as requested by the Port at the Port’s office in Hood River.
- Other Port requests specific to engineering as agreed to on a limited basis.

**Assumptions**

The following assumptions are made:

- All deliverables shall be electronic in MS Word, MS Excel, MS Project, and/or PDF format.
- Items listed above are specific to this on-call engineering task. Major professional service items may require a separate Task Order to execute.
- Port will provide existing documents such as plans, reports, and letters stating decisions impacting the task order to aid the Consultant's efforts.
- Expenses for printing, shipping, and travel mileage for this Task Order are reimbursable at cost. Any specific expenses over \$100 require prior approval.
- This on-call Task Order is intended to cover fees and costs not explicitly covered by other Task Orders.

### **Deliverables**

The following items will be delivered to the Port:

- The format of the deliverable will depend on the specific task but may include technical memoranda, correspondence logs, drawings, calculations, spreadsheets, template documents, or any combination of these.

## **Task 2: Project Management & Administration**

Consultant will provide project management and contract administration for the services provided by Consultant including project setup, invoicing and progress reports, client coordination, and quality control reviews of deliverables. Consultant will:

- Provide monthly progress reports to the Port and identify budget status and tasks performed to date during the billing period.
- Correspond with Port regarding contracts, billing, expenses, earned value, deliverables;
- Perform Quality Control (QC) reviews on all deliverables prior to submitting to Port;

### **Deliverables:**

The following items will be delivered to the Port:

- Invoices and progress reports

## **PART 3.0 PORT'S RESPONSIBILITIES:**

Port shall provide the documents noted above, provide access to Port properties as needed, and be available for mutually agreed upon times for site visits.

## **PART 4.0 PERIODS OF SERVICE:**

All work shall be completed by June 30, 2020.

## **PART 5.0 PAYMENTS TO CONSULTANT:**

The total fees for labor and expenses for this Task Order Amendment shall be a not-to-exceed amount of \$16,000, increasing the total fees for labor and expenses for this Task Order to \$46,000, billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.95, and subconsultant expenses. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

**PART 6.0 OTHER:**

None

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

PORT OF HOOD RIVER  
"Port"

HDR ENGINEERING, INC.  
"Consultant"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Michael S. McElwee

NAME: \_\_\_\_\_

TITLE: Executive Director

TITLE: \_\_\_\_\_

ADDRESS: 1000 E. Port Marina Drive  
Hood River, Oregon 97031

1050 SW 6<sup>th</sup> Ave  
Suite 1800  
Portland, OR 97204

**Port on Nevada River - TO9 On Call\_AM#1  
HDR Engineering, Inc. - Fee Estimate (2019-20)**

Tasks	Project Resource	Staff	Principal-in-Charge	Project Manager	Sr. Environmental Scientist	Bridge Engineer II	Bridge EIT	Cad Technician	Project Admin. Asst	Project Accountant	Labor Hours	Labor Dollars	Telephone/Printing/Shipping	Travel/ Mileage/ Equipment Rental	Subconsultant Services	Total Labor & Expenses	
<b>1.0 Technical Services &amp; Professional Advice</b> Bridge Work Plan Updates & Reporting Review underwater inspection videos Regulatory agency coordination Minor technical engineering design and support Meetings, workshops, or other Port requests		<b>Bill Rate</b>	<b>\$265,944</b>	<b>\$242,933</b>	<b>\$193,844</b>	<b>\$139,445</b>	<b>\$112,377</b>	<b>\$127,266</b>	<b>\$83,633</b>	<b>\$90,000</b>							
			April Siebenaler	Mark Libby	Brian Bauman	Carly Clark	Santosh Trinitisina	Heather Gonsior	Katy Segura	Kristine Bakley	6	\$1,458	\$	\$	\$	\$1,458	
				4	4	12	6	4	6	2	8	\$1,421	\$	10	\$	\$1,431	
				4	4						16	\$3,298	\$	10	\$	\$3,308	
				12							32	\$5,357	\$	10	\$	\$5,367	
				4							4	\$972	\$	\$	\$	\$1,135	
				4							0	\$0	\$	\$	\$	\$27	
				<b>30</b>	<b>12</b>	<b>6</b>	<b>10</b>	<b>6</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>66</b>	<b>\$12,505</b>	<b>\$</b>	<b>30</b>	<b>\$</b>	<b>\$12,726</b>
	<b>2.0 Project Management &amp; Administration</b> Project coordination Project invoicing and reporting Quality reviews and management																
			1	2	0	0	0	0	2	8	4	\$633	\$	10	\$	\$633	
			1	4					2	5	12	\$1,692	\$		\$	\$1,702	
			8	2					4	21	21	\$3,264	\$	10	\$	\$3,274	
<b>3.0 Dive Contractor Subconsultant Services</b> Subconsultant Services																	
			0	0	0	0	0	0	0	0	0	\$0	\$	\$	\$	\$0	
			1	38	12	6	10	6	6	8	87	\$15,769	\$	40	\$	\$16,000	
			<b>\$266</b>	<b>\$9,231</b>	<b>\$2,326</b>	<b>\$837</b>	<b>\$1,124</b>	<b>\$764</b>	<b>\$502</b>	<b>\$720</b>							
			<b>Total Hours</b>														
			<b>Total Dollars</b>														

# Commission Memo



Prepared by: Michael McElwee  
Date: March 17, 2020  
Re: Port Office Design Contract

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The Port office serves a variety of agency functions. For the past two years staff and the Commission have considered ways to modify the interior layout to better support growing and changing operational needs. In 2017, the Port retained architect Liz Olberding to develop alternative floor plans. The attached plans were presented to the Commission in May 2017.

Staff recommends moving ahead now with preparation of final plans and specifications for targeted interior improvements leading to construction in winter 2020/21. The primary needs this work would address are:

- Expansion of the Server Room
- Relocation of the Counting Room
- Relocation of the File Storage Room
- Expansion of Garage Mezzanine storage space
- Relocation of the Lost & Found Room

Taken together, these changes would increase back office support capacity for the Port of Cascade Locks Breeze-By system, increase usable space for front office operations and improve security for cash handling.

The attached contract with Liz Olberding includes an initial phase to complete conceptual design followed by preparation of the plans and specifications needed to obtain a building permit. The FY 20/21 budget includes \$125,000 for design and construction work associated with this office remodel. Since construction would take place next fiscal year, staff will include a recommended construction estimate in the FY 20/21 recommended budget.

**RECOMMENDATION:** Approve contract with Liz Olberding, Architect for architectural services associated with the Port Office not to exceed \$21,280 plus reasonable reimbursable expenses.

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

1. This Contract is entered into between the Port of Hood River ("Port") and **Liz Olberding, Archi** ("Contractor"). Contractor agrees to perform architectural services described in attached Exhibit Port's satisfaction for a maximum consideration not to exceed **\$21,280**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through **October 15, 2020**. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract, except to the extent the Port is negligent and responsible to pay damages. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

**Liz Olberding**

**PORT OF HOOD RIVER**

\_\_\_\_\_  
Date  
101 State Street, Hood River OR 97031  
(907) 230-9871 / Email: [liz@owarch.com](mailto:liz@owarch.com)  
EIN: \_\_\_\_\_  
CCB #xxxxxx / Corporate Registry #

\_\_\_\_\_  
Date  
Michael McElwee, Executive Director  
1000 E. Port Marina Drive, Hood River OR 97031  
(541)386-1645; Email: [porthr@gorge.net](mailto:porthr@gorge.net)

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**I. SCOPE OF WORK:**

Prepare concept alternatives for Port review and approval then prepare architectural plans and specifications for improvements to Port Office Building in accordance with Attachment A.

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**II. DELIVERABLES:**

Conceptual alternatives, architectural plans and specifications as described in Attachment A. diagrams, schematic space plan alternatives and written (e-mail, memos, etc.) and verbal advice on scope subjects as requested by Port of Hood River staff.

The timeframe for the deliverable(s) shall be:

By July 15, 2020 or based on mutual agreement of Contractor and Port.

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**III. CONSIDERATION:**

Hourly rates under this Contract shall be:

Time and Materials not to exceed \$22,000.

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**IV. BILLING AND PAYMENT PROCEDURE:**

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

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

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

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

**Personal Services Contract  
Exhibit B**

**INSURANCE**

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

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

\_\_\_\_\_ Required and attached      OR      \_\_\_\_\_ Contractor is exempt

Certified by Contractor: \_\_\_\_\_  
Signature/Title

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

\_\_\_\_\_X\_\_\_\_\_ Required and attached      Waived \_\_\_\_\_

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

\_\_\_\_\_X\_\_\_\_\_ Required and attached      Waived \_\_\_\_\_

- 4. Professional Liability insurance with a combined single limit per occurrence of not less than \$1,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

\_\_\_\_\_X\_\_\_\_\_ Required and attached      Waived \_\_\_\_\_

- 5. On All Types of Insurance. There shall be no cancellation or material change, reduction of limits, or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port.

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

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# LIZ OLBERDING ARCHITECT

DATE: March 6, 2020

TO: Michael McElwee, Executive Director  
The Port of Hood River  
1000 E. Port Marina Dr.  
Hood River, Oregon 97031

RE: Port of Hood River – Office Tenant Improvement  
Scope and Fee for Architecture & Engineering Services

Michael,

Thank you for the opportunity to provide this proposal for architecture and engineering services. We understand the scope of this tenant improvement to be as follows:

- Expand the existing IT Room to the north.
- Relocate / Rebuild the Money Room in the existing Lost and Found.
- Convert (and possibly expand) the existing Lost and Found to be long term File Storage.
- Move the Lost and Found to the Mezzanine and make improvements to the Mezzanine including new stairs, guardrail, and structural improvements as required.
- Structural, mechanical, electrical and fire protection improvements as required for this work.

Our team includes myself, Miloš Jovanović from my office, Coffman Engineers led by Steve Hawk for structural, mechanical, electrical, and fire protection engineering, and Jake Gundersen of Orange Construction for cost estimating.

The process of our design work will include developing the initial schematic options and meeting with your team to finalize the direction for design development. Design development efforts will include coordination with staff and our consultants to finalize the scope of work and develop a drawing set suitable for getting an accurate cost estimate. With a cost estimate that is within an acceptable range, we will move forward with Permit & Construction Documents. Our team will respond to comments through the permit process, and work with the city to obtain a building permit in a timely manner. Our team will be available to answer questions through the bidding process, but this proposal does not include overseeing the bidding process, selecting contractors, or developing construction contracts. We will be available through construction to answer requests for information as they arise.

Deliverables will include architectural and structural documents for permit and bidding purposes. Mechanical, electrical, and fire protection engineers will consult on system and design requirements but will not provide bid documents. Mechanical, electrical and fire protection design and permitting will be noted on the plans to be the responsibility of the contractor.

Our team is available to start work on this project immediately. We estimate it will take 6 to 8 weeks to complete the tasks putting our anticipated delivery of final documents by April 1, 2020. We understand it is your goal to be ready for construction to begin on this project by winter of 2020 / 2021. Below is the fee summary for this work.

Phase / Task	Qty	Rate	Proposal
<b>Architecture</b>			
Pre-Design	8.0	\$145	\$1,160.00
Concept Design	12.0	\$145	\$1,740.00
Design Development	16.0	\$145	\$2,320.00
Permit & Construction Documents	32.0	\$145	\$4,640.00
Construction Administration	12.0	\$145	\$1,740.00
<b>Total Architectural Fees</b>	<b>80.0</b>		<b>\$11,600.00</b>
<b>Engineering</b>			
Structural			\$4,000.00
Mechanical, Electrical, & Fire Protection Consulting			\$4,000.00
<b>Total Engineering</b>			<b>\$8,000.00</b>
<b>Cost Estimating</b>			
<b>Total Cost Estimating</b>			<b>\$800.00</b>
<b>10% Markup on Consultants</b>			<b>\$880.00</b>
<b>Total Fee</b>			<b>\$21,280.00</b>

We propose to bill this work on a Time & Expenses basis, billing only the hours we actually spend on the project. We will submit invoices monthly as the design progresses, or at the completion of the work.

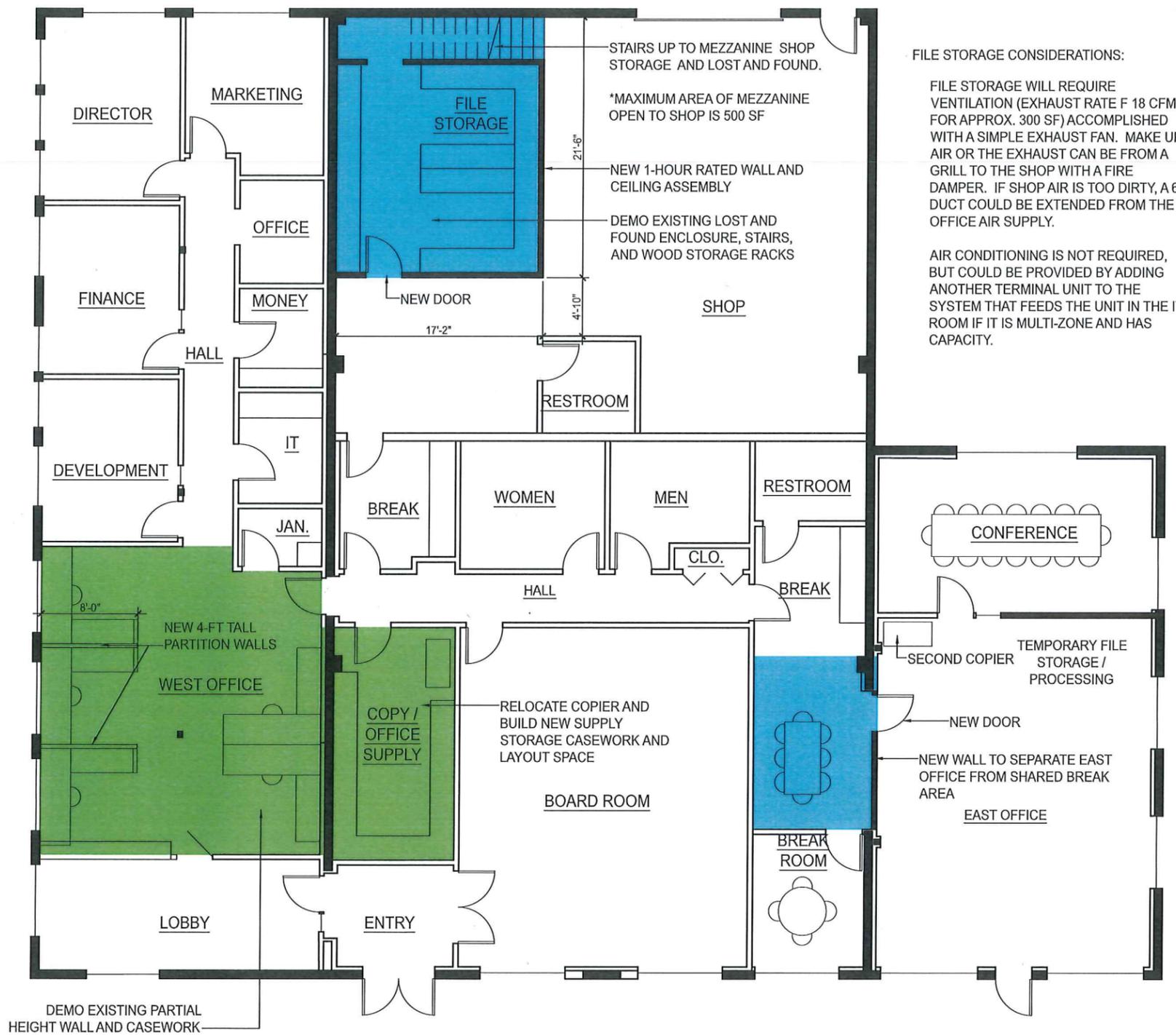
Please let me know if you have any questions. We are looking forward to working with you and your team.

Sincerely,

Liz Olberding AIA  
ARCHITECT

MINIMUM UPGRADES				
	QTY	UNIT	UNIT COST	COST
<b>WEST OFFICE IMPROVEMENTS</b>				
DEMO PARTIAL HEIGHT WALL & CABINETS	1.0	LS	\$800.00	\$800.00 *
4-FT PARTITION WALLS AT WEST WINDOWS	16.0	LF	\$120.00	\$1,920.00 *
CARPET	22.0	YD	\$80.00	\$1,760.00
PATCH AND PAINT	1.0	LS	\$1,200.00	\$1,200.00
ELECTRICAL & COMM IMPROVEMENTS	1.0	LS	\$2,400.00	\$2,400.00
			<b>SUBTOTAL</b>	<b>\$8,080.00</b>
<b>SUPPLY &amp; COPY ROOM RELOCATION</b>				
CASEWORK	25.0	LF	\$300.00	\$7,500.00
CARPET	10.0	YD	\$80.00	\$800.00
ELECTRICAL & COMM IMPROVEMENTS	1.0	LS	\$1,000.00	\$1,000.00
			<b>SUBTOTAL</b>	<b>\$9,300.00</b>
<b>EAST OFFICE FURNISHINGS</b>				
TEMPORARY FILE STORAGE FURNISHING	1.0	LS	\$400.00	\$400.00 *
BREAK ROOM TABLE, CHAIRS, COUCH	1.0	LS	\$2,000.00	\$2,000.00 *
			<b>SUBTOTAL</b>	<b>\$2,400.00</b>
			CONSTRUCTION COST	\$19,780.00
			15% PROFIT & OVERHEAD	\$2,967.00
			15% CONTINGENCY	\$3,412.05
			8% PERMIT DRAWING FEE	\$1,582.40
			2% PERMIT FEE	\$395.60
			<b>TOTAL MINIMUM UPGRADES</b>	<b>\$28,137.05</b>
			<b>CUMULATIVE</b>	<b>\$28,137.05</b>

INTERMEDIATE UPGRADES				
	QTY	UNIT	UNIT COST	COST
<b>NEW FILE ROOM IN SHOP</b>				
DEMO WALLS, STAIR, & STORAGE RACKS	1.0	LS	\$2,500.00	\$2,500.00 *
FIRE RATED WALL ASSEMBLY	56.0	LF	\$160.00	\$8,960.00
FIRE RATED CEILING ASSEMBLY	310.0	SF	\$30.00	\$9,300.00
FIRE RATED DOOR & HARDWARE	1.0	EA	\$1,600.00	\$1,600.00
STAIR CONSTRUCTION	1.0	LS	\$1,800.00	\$1,800.00 *
GUARDRAIL / HANDRAIL	1.0	LS	\$2,200.00	\$2,200.00 *
CARPET	12.0	YD	\$80.00	\$960.00
ELECTRICAL & COMM IMPROVEMENTS	1.0	LS	\$3,500.00	\$3,500.00
MECHANICAL IMPROVEMENTS	1.0	LS	\$4,000.00	\$4,000.00
SPRINKLER IMPROVEMENTS	1.0	LS	\$1,300.00	\$1,300.00
FILE STORAGE FURNISHINGS	1.0	LS	\$600.00	\$600.00
			<b>SUBTOTAL</b>	<b>\$36,720.00</b>
<b>EAST OFFICE BREAK AREA PARTITION</b>				
WALL CONSTRUCTION	12.0	LF	\$100.00	\$1,200.00 *
PATCH AND PAINT	1.0	LS	\$800.00	\$800.00
DOOR & HARDWARE	1.0	EA	\$3,000.00	\$3,000.00
REPAIR FLOORING	1.0	LS	\$300.00	\$300.00
			<b>SUBTOTAL</b>	<b>\$5,300.00</b>
			CONSTRUCTION COST	\$42,020.00
			15% PROFIT & OVERHEAD	\$6,303.00
			15% CONTINGENCY	\$7,248.45
			12% PERMIT DRAWING FEE	\$5,042.40
			2% PERMIT FEE	\$840.40
			<b>TOTAL INTERMEDIATE UPGRADES</b>	<b>\$61,454.25</b>
			<b>CUMULATIVE</b>	<b>\$89,591.30</b>



**Port of Hood River**  
 1000 E. PORT MARINA DR.  
 HOOD RIVER, OREGON

Liz Olberding  
 ARCHITECT

907.230.9871  
 liz@owarch.com

DATE: MAY 10, 2017

SUBMITTAL: CONCEPT DRAWINGS

DRAWING TITLE: FLOOR PLANS

DRAWING NUMBER:

**1 FLOOR PLAN - MINIMUM & INTERMEDIATE IMPROVEMENTS**  
 3/16" = 1'-0" (ON 22X34) 3/32" = 1'-0" (ON 11X17)



**A1**

MAJOR UPGRADES				
	QTY	UNIT	UNIT COST	COST
NEW OPENING TO SHOP, NEW MONEY ROOM				
DEMOLITION / CONCRETE CUTTING	1.0	LS	\$2,500.00	\$2,500.00 *
WALL CONSTRUCTION	10.0	LF	\$120.00	\$1,200.00 *
PATCH AND PAINT	1.0	LS	\$3,500.00	\$3,500.00
CARPET	22.0	YD	\$80.00	\$1,760.00
DOORS & HARDWARE	3.0	EA	\$1,500.00	\$4,500.00
CASEWORK	14.0	LF	\$200.00	\$2,800.00
ELECTRICAL & COMM IMPROVEMENTS	1.0	LS	\$3,000.00	\$3,000.00
MECHANICAL IMPROVEMENTS	1.0	LS	\$1,500.00	\$1,500.00
			<b>SUBTOTAL</b>	<b>\$20,760.00</b>
			CONSTRUCTION COST	\$20,760.00
			15% PROFIT & OVERHEAD	\$3,114.00
			15% CONTINGENCY	\$3,581.10
			10% PERMIT DRAWING FEE	\$2,076.00
			2% PERMIT FEE	\$415.20
			<b>TOTAL MAJOR UPGRADES</b>	<b>\$29,946.30</b>
			<b>CUMULATIVE</b>	<b>\$119,537.60</b>



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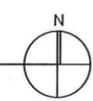
DATE: MAY 10, 2017

SUBMITTAL: CONCEPT DRAWINGS

DRAWING TITLE: FLOOR PLANS

DRAWING NUMBER:

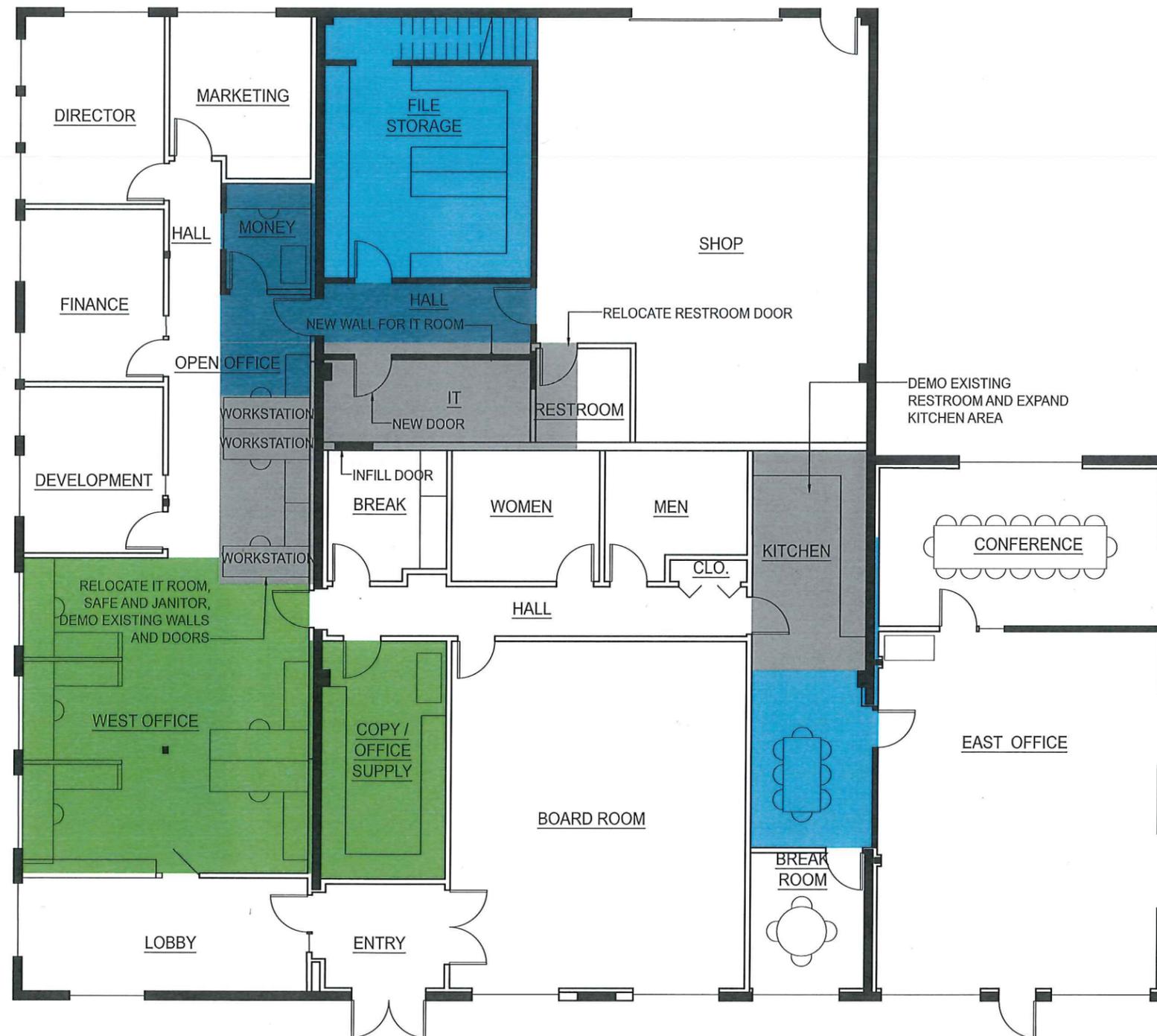
**1 FLOOR PLAN - MAJOR IMPROVEMENTS**  
 3/16" = 1'-0" (ON 22X34) 3/32" = 1'-0" (ON 11X17)



**A2**

**COMPLETE UPGRADES**

	QTY	UNIT	UNIT COST	COST
<b>RELOCATE IT, SAFE, JANITORIAL, ADDITIONAL WEST OFFICE WORKSTATIONS</b>				
DEMOLITION OF PARTITIONS, ETC	1.0	LS	\$3,200.00	\$3,200.00 *
WALL CONSTRUCTION	12.0	LF	\$120.00	\$1,440.00 *
RELOCATE BATHROOM DOOR	1.0	LS	\$1,000.00	\$1,000.00 *
PATCH AND PAINT	1.0	LS	\$2,200.00	\$2,200.00
DOOR & HARDWARE	2.0	EA	\$1,200.00	\$2,400.00
IT ROOM / HALL FLOORING	200.0	SF	\$10.00	\$2,000.00
CARPET	13.0	YD	\$80.00	\$1,040.00
ELECTRICAL & COMM IMPROVEMENTS	1.0	LS	\$6,000.00	\$6,000.00
MECHANICAL IMPROVEMENTS	1.0	LS	\$4,000.00	\$4,000.00
<b>SUBTOTAL</b>				<b>\$23,280.00</b>
<b>EAST OFFICE - DEMO BATHROOM, EXPAND KITCHEN</b>				
DEMO BATHROOM WALL & FIXTURES	1.0	LS	\$1,000.00	\$1,000.00 *
WALL CONSTRUCTION	10.0	LF	\$120.00	\$1,200.00 *
PATCH AND PAINT	1.0	LS	\$1,200.00	\$1,200.00
KITCHEN CASEWORK	22.0	LF	\$300.00	\$6,600.00
PLUMBING & FIXTURES	1.0	LS	\$2,500.00	\$2,500.00
FLOORING	180.0	SF	\$10.00	\$1,800.00
ELECTRICAL & COMM IMPROVEMENTS	1.0	LS	\$2,300.00	\$2,300.00
MECHANICAL IMPROVEMENTS	1.0	LS	\$1,000.00	\$1,000.00
APPLIANCES	1.0	LS	\$3,000.00	\$3,000.00
<b>SUBTOTAL</b>				<b>\$20,600.00</b>
CONSTRUCTION COST			\$43,880.00	
15% PROFIT & OVERHEAD			\$6,582.00	
15% CONTINGENCY			\$7,569.30	
12% PERMIT DRAWING FEE			\$5,265.60	
2% PERMIT FEE			\$877.60	
<b>TOTAL COMPLETE UPGRADES</b>				<b>\$64,174.50</b>
<b>CUMULATIVE</b>				<b>\$183,712.10</b>



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DATE: MAY 10, 2017

SUBMITTAL: CONCEPT DRAWINGS

DRAWING TITLE: FLOOR PLANS

DRAWING NUMBER:

**1 FLOOR PLAN - COMPLETE IMPROVEMENTS**  
 3/16" = 1'-0" (ON 22X34) 3/32" = 1'-0" (ON 11X17)



**A3**

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: March 17, 2020  
Re: Siegel Governance Consulting Contract

Steven Siegel has been a valuable consultant for the Port of Hood River in a number of organizational and financing areas. His background includes the publication of an extensive study of bi-state governance models early in the Interstate 5 replacement effort back in the 2000's.

The timing to tap into Siegel's unique background in bi-state governance is appropriate given the priorities set by the newly formed Bi-State Bridge Replacement Working Group. A major area of interest by that group is learning more about governance and ownership issues. A long-range look into the phasing for governance follows:

**GOVERNANCE/OWNERSHIP BY PHASE/duration**

- Phase 1 Educate/Evaluate .....9 months
- Phase 2 Select/Inform Public.....12 months
- Phase 3 Implementation.....18 months
- Phase 4 Operations.....24 months

A Scope of Work for Phase 1 is included as part of this new contract with Siegel to begin the review and evaluation of governance types. This Scope has been reviewed by the Bi-State Working Group. The cost estimate for this work is \$72,880 through the end of calendar year 2020.

For the current fiscal year, the Port budgeted \$70,000 for Contract Project Advisors. As of February 2020, the Project has spent \$35,000 for Siegel, Otak, and other minor survey work. Staff anticipates no more than \$20,000 being spent through the end of June 2020. A review of Siegel's current contract shows that there is \$55,000 remaining. We will continue to use Siegel for other NEPA-related activities separate from the governance discussion.

**RECOMMENDATION:** Approve contract with Steven Siegel Consulting for Governance Evaluation for Bridge Replacement Project, not to exceed \$75,000, subject to legal review.

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## PERSONAL SERVICES CONTRACT

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

In consideration of the mutual covenants set forth in this Agreement, Port authorizes Consultant and Consultant agrees to carry out and complete services as described below:

1. **PROJECT:** Work shall be performed by Consultant in connection with a project generally described as:

Collaborating and working with the Bi-State Bridge Replacement Working Group including attending monthly meetings either in person or by phone. Identifying criteria and options for governance and organizational structures for an organization that would own and manage a new, replacement bridge between Hood River and White Salmon. Propose decision-making structures and conclude by preparing the Port and Bi-State Working Group for future Phase 2 governance work.

2. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in the scope of services attached hereto and incorporated herein as **Exhibit ‘A’** (the “Services”) and to the extent described in this Agreement and shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the community. The Consultant shall be responsible for providing, at the Consultant’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this contract is fully executed and shall terminate on **March 30, 2021** or when the Services have been completely performed to the Port’s satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.
4. **ADDITIONAL SERVICES:** The Port may request that the Consultant provide the Port with certain services not identified in Exhibit A (“Additional Services”). Additional Services shall not be performed by the Consultant unless written approval is received from the Port. Upon receipt of the written request, the Port and the Consultant shall negotiate the scope of the relevant Additional Services and price, which shall be subject to the mutual written agreement of the Consultant and the Port. If the Consultant performs any Additional Services prior to or without receiving a written request from the Port, the Consultant shall not be entitled to any compensation for such Additional Services. Authorization shall be issued by individual work orders or by amendment to this contract that is signed by the Executive Director of the Port.
5. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance.
6. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement an amount not to exceed **\$75,000** (“Compensation”), unless otherwise approved by the Port. The Port will also reimburse Consultant for reasonable direct expenses incurred by the Consultant (“Reimbursable Expenses”). Consultant will obtain written approval

from Port prior to expenditure of any individual Reimbursable expense that exceeds \$500 Consultant will not exceed \$500 in total Reimbursable Expenses without Port approval.

Consultant shall submit monthly invoices based on hours worked and tasks completed under each Scope of Work fee category listed in Exhibit 'A.' Each fee category amount shall not be exceeded without Port approval. Any fee not utilized in one fee category may be applied to other fee categories as determined by the Port. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the Port.

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

7. **STATUS OF CONSULTANT AND RELATIONSHIP TO PORT:** The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.
8. **REPRESENTATIONS:** The Consultant represents and covenants that:
- a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them.
  - b. To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant has inspected the sites and all of the surrounding locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement, and is familiar with requirements of the Services and accepts them for such performance.
  - c. The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
  - d. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon, and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
  - e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or

any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

**9. CONSULTANT'S INSURANCE:**

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

- a. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to Contract.
- b. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.
- d. Prior to commencing any work under this Agreement, the Consultant shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.
- e. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)

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

be provided to the Port. The contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

- ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement
- iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.

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

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

**14. TERMINATION NOT-FOR-CAUSE:** In addition to any other rights provided herein, the Port shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination.

- a. Obligations of Consultant. After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:
  - i. Stop work on the Services as specified in the notice of termination;
  - ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
  - iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
  - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
  - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
- b. Termination Settlement. After termination, the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.

- c. Payment Upon Termination. As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
  - d. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
  - e. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.
15. **FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by circumstances beyond its reasonable control, including but not limited to acts of God, acts of governmental authorities, strikes, riots, civil unrest, war, lockouts extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable contemplation of either party. For delays resulting from unanticipated material actions or inactions of Port or third parties, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this contract subject to termination.
16. **RECORD KEEPING:** The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.
17. **WORK PRODUCT:** All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Consultant herein remain the property of the Port under all circumstances, whether or not the services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

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

**18. CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:**

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

**19. DESIGNATION OF REPRESENTATIVES:** The Port hereby designates Michael McElwee, Executive Director and the Consultant hereby designates Steven Siegel as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties.

**20. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission.

**21. INTERPRETATION:** In this Agreement the singular includes the plural and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to

persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

22. **BINDING AGREEMENT:** This agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.
23. **NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
24. **LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.
25. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
26. **OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
27. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon.
28. **MEDIATION/ARBITRATION:** Excepting injunctive relief, any dispute, controversy or claim arising out of, in connection with, or relating to, this Agreement or any breach or alleged breach of this Agreement, shall, upon request of any party involved, be submitted to mediation in Hood River County, Oregon. If a settlement cannot be reached through mediation, the parties agree that the dispute will be submitted to and be settled by arbitration in Hood River County, Oregon. Such arbitration shall be in accordance with Uniform Arbitration Act (UAA) as in effect, and as hereinafter amended. Any award rendered shall be final and conclusive upon the parties, and a judgment on such award may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of their respective own experts, evidence and counsel's fees. The parties to either mediation or arbitration recognize that mediation sessions are settlement negotiations and that settlement negotiations are inadmissible in any litigation or arbitration of their dispute, to the extent allowed by law. The parties will not subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceeding beyond mediation. In addition, the parties agree that all information obtained in either the mediation or arbitration process is strictly confidential and further agree that the party not otherwise having such information available to them other than through the mediation or arbitration process shall hold all such information in confidence.



**EXHIBIT A**

**PHASE 1 GOVERNANCE STRUCTURE WORK PLAN  
DRAFT 1 FOR REVIEW AND DISCUSSION**

<b>Work Product</b>	<b>Hours</b>
<b>WORK ELEMENT 1: Prepare Technical Reports</b>	
<b>Product</b>	<b>TM 1: Process for identifying preferred governance option</b> 10
Scope	Tech memo outlining multi-phase process to be undertaken by POHR to evaluate, select, and implement preferred governance structure for the Replacement Bridge.
Due	April/May 2020
<b>Product</b>	<b>TM 2: How governance affects ability to implement project</b> 40
Scope	Address key issues affected by governance structure such as bonding.
Due	April/May 2020
<b>Product</b>	<b>TM 3: Overview of governance structure types</b> 40
Scope	Technical explanation of compact, intergovernmental agreement, other types
Due	June/July 2020
<b>Product</b>	<b>TM 4: Governance structure options to evaluate for Replacement Bridge</b> 40
Scope	Create 1-3 preliminary options for study; to be agreed upon by Working Group
Due	June/July 2020
<b>Product</b>	<b>TM 5: Assessment of governance structure options for Replacement Bridge</b> 60
Scope	Evaluation of options in terms of effectiveness, financing, etc.
Due	September/October 2020
<b>WORK ELEMENT 2: Meetings with Working Group</b>	
<b>Meeting 1</b>	<b>Prepare for and participate in Meeting 1:</b> 16
Agenda	Process for identifying preferred governance option How governance affects ability to implement project
Products	Coordinate with POHR prior to meeting Prepare presentation materials Attend and participate in meeting
Date	April/May 2020
<b>Meeting 2</b>	<b>Prepare for and participate in Meeting 2:</b> 16
Agenda	Overview of governance structure types Governance structure options to evaluate for Replacement Bridge
Products	Coordinate with POHR prior to meeting Prepare presentation materials Attend and participate in meeting
Date	June/July 2020
<b>Meeting 3</b>	<b>Prepare for and participate in Meeting 3:</b> 16
Agenda	Assessment of governance structure options for Replacement Bridge
Products	Coordinate with POHR prior to meeting Prepare presentation materials Attend and participate in meeting
Date	September/October 2020
<b>WORK ELEMENT 3: General Coordination and Support</b>	
<b>Coordination 1</b>	Conference calls and responses to questions from Exec. Director and Project Manager 40
<b>Coordination 2</b>	Responses to questions from Port Commission and Working Group 30
<b>BUDGET</b>	
	<b>Total Hours for Governance Work</b> 308
	professional Services Fee (Mileage, etc.) \$72,380.00
	<b>Expenses</b> \$500.00
	<b>Total Governance Budget</b> \$72,880.00

<b>PRELIMINARY SCHEDULE FOR GOVERNANCE/ORGANIZATION WORK</b>	
<b>8-Mar-20</b>	
<b>PHASE 1</b>	<b>March 2020 thru December 2020</b>
Identify Criteria for FINAL Governance/Organizational Structure	March 2020 - June 2020
Identify and Evaluate FINAL Governance Structure Options	July 2020 - October 2020
Select Recommended FINAL Governance/Organization	July 2020 - October 2020
Identify FINAL Governance/Organization Items to be detailed in Phase II	October 2020 - December 2020
Identify and Evaluate INTERIM Decision-making Structure	August 2020 - September 2020
Select and Finalize INTERIM Decision-making Structure	October 2020 - December 2020
Identify Steps to Implement INTERIM Decision-making Structure in Phase II	October 2020 - December 2020
Identify Funding Plan for Phase II Work	October 2020 - December 2020
<b>PHASE II</b>	<b>January 2021 - December 2021</b>
Take Steps to Implement INTERIM Decision-making Structure	January 2021 - June 2021
Nominate/Select Interim Board Members	January 2021 - June 2021
Start INTERIM Decision-making Structure	July 2021
"Test" Recommended FINAL Governance/Organization with Stakeholders	January 2021 - June 2021
Refine FINAL Governance/Organization, as needed	January 2021 - August 2021
Prepare Bi-State Legislation for FINAL Governance/Organization	August 2021-December 2021
Identify FINAL Governance/Organization Items to be detailed in Phase III	August 2021-December 2021
Identify Funding Plan for Phase III Work	August 2021-December 2021
<b>PHASE III</b>	<b>January 2022 thru June 2023</b>
INTERIM Decision-making Structure Operates under INTERIM Board	January 2022 thru December 2022
"Soft-Open" FINAL Governance/Organization by replacing INTERIM Board with FINAL Board under INTERIM Decision-making Structure	January 2023 - June 2023
Disband INTERIM Decision-Making Structure	June 2023
Seek Bi-State Legislation for FINAL Governance/Organization (2022 Session)	January 2022 thru May 2022
Prepare by-laws, rules, administrative procedures, etc. for FINAL Structure	July 2022 thru June 2023
Nominate and Appoint Board Members	July 2022 thru December 2022
Prepare Plan to Transfer Oversight/Management Responsibility to new Governance/ Organization	January 2023 - June 2023
Prepare Organization Budget,	January 2023 thru May 2023
Seek significant bi-state engineering grant(s) in 2023 Sessions	January 2023 thru June 2023
Identify FINAL Governance/Organization Items to be detailed in Phase IV	January 2023 thru June 2023
<b>Phase IV</b>	<b>July 2023 thru June 2025</b>
Start Full Operations of FINAL Governance/Organization	July 2023
Adopt by-laws, rules, administrative procedures, etc.	July 2023 - December 2023
Prepare and Implement Plan to Achieve Sufficient Organizational Capacity	July 2023 - June 2025
Seek Bi-State Construction Grant	January 2025 thru June 2025