



**PORT OF HOOD RIVER COMMISSION**  
**MEETING AGENDA**  
**Tuesday, March 3, 2020**  
**Marina Center Boardroom**

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

1. Call to Order
  - a. Modifications, Additions to Agenda
2. Public Comment (5 minutes per person per subject; 30 minute limit)
3. Consent Agenda
  - a. Approve Minutes of February 18, 2020 Regular Session (*Maria Diaz, Page 3*)
  - 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 (*Anne Medenbach, Page 7*)
4. Presentations and Discussion Items
  - a. Local Public Transit Discussion – Kathy Fitzpatrick, MCEEDD/GorgeLink (*Michael McElwee – Page 9*)
5. Reports
  - a. Bridge Replacement Update (*Kevin Greenwood, Page 13*)
6. Director’s Report (*Michael McElwee – Page 21*)
7. Commissioner, Committee Reports
  - a. Marina Committee, February 20 (*Ben Sheppard, Daryl Stafford*)
  - b. Airport Advisory Committee, February 20 (*John Everitt, Hoby Streich, Anne Medenbach*)
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. (*Anne Medenbach, Page 35*)
  - b. Approve Landlord and Collateral Agent Agreement with Turtle Island Foods, SPC and Proterra Finance, LLC. (*Anne Medenbach, Page 45*)
9. Commission Call

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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.*

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*Port of Hood River Commission  
 Meeting Minutes of February 18, 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, Kristi Chapman, Hoby Streich, Ben Sheppard; Legal counsel Jerry Jaques; from staff, Michael McElwee, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, Daryl Stafford and Maria Diaz.

**Absent:** David Meriwether

**Media:** None

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

- a. Move Action Item (c.) Approve Amendment No. 3 to Grant Agreement with Oregon Department of Transportation for ConnectOregon VI Aviation Technology and Emergency Response Center Project to Action Item (a).
- b. Move Action Item (a) Approve Contract with Hage Electric, Inc. for Installation of Auxiliary Power Generator Not to Exceed \$15,003 to Action item (c).
- c. Change Action Item to read - Approve Contract with Tapani, Inc. for ConnectOregon VI Aviation Technology and Emergency Response Center Project Not to Exceed \$1,886,9965.60

**2. PUBLIC COMMENT**

a. Hood River resident Linda Maddox spoke about her concerns with the American Cruise Line (ACL) contract for cruise ship moorage at the Marina jetty. Maddox described her concerns, specifically the cost to ACL being too low and infrastructure needed for the agreement being too costly for the Port. Maddox also noted the Port's obligation to understand the recreational impacts. Maddox highlighted the price for the next ten years and objected to the reference to the potential future use of the dolphins located near the Jensen Building in the contract.

**3. CONSENT AGENDA:**

- a. Approve Minutes of January 30, 2020, Joint Meeting with Port of Cascade Locks and the February 4, 2020, Real Estate Work Session and Regular Session.
- b. Approve Grant Contract with Business Oregon Port Planning & Marketing Fund for 2020-26 Strategic Business Plan Development
- c. Approve Accounts Payable to Jaques Sharp in the Amount of \$6,468

**Motion:** Move to Approve Consent Agenda

**Move:** Chapman

**Second:** Streich

**Discussion:** None

**Vote:** Unanimous

**4. PRESENTATION AND DISCUSSION ITEMS:**

a. Nichols Basin Natural Area Restoration Presentation, Lorri Epstein, Columbia Riverkeepers provided an update on the Nichols Basin Natural Area and Riverkeeper's restoration program for the area. Epstein

stated the Nichols Basin conservation easement's primary goals are education, restoration, and inclusion. Epstein said the Nichols Basin serves as an outdoor education classroom for teachers and over 800 students from all areas. Epstein noted Columbia Riverkeepers works with the community to restore the site and organizes community events to raise funds. Epstein stated the Columbia Riverkeepers focus on setting diversity equity and inclusion is by creating outreach with the Latinx community and creating broader events that reach to broader groups. Epstein reported working with Genevieve Scholl to achieve a cohesiveness between the Port's waterfront wayfinding sign project and their interpretative sign project. Epstein highlighted the Work Party event on April 25, 2020, and communication for potential restoration efforts to the Nichols Basin. Michael McElwee inquired about an agreement for allowance for one unpaved gravel access way down to the water. Epstein noted there could be pathways placed where false indigo was not as full. McElwee also sought information for any future restoration projects near the water. Epstein reported restoration near the water requires different permitting, and Columbia Riverkeeper currently works with a consultant to get advice on planting and project permitting.

**5. REPORTS:**

- a. Bridge 30-Year Capital Improvement Model Update – accepted.
- b. Bridge Replacement Update – accepted. President Everitt inquired about changing the focus of project updates from being a list of accomplishments to more of a list of barriers to completion or challenges. Everitt noted the WSP Critical Path report provides much of the information previously requested by the Commisison. McElwee reported the conceptual timeline helps understand the general plan. Everitt reiterated that his comments were specific to the EIS report, not the entire replacement project.

**6. Directors Report-** Michael McElwee moved to Genevieve Scholl for an update to the Survey Strategic Plan. Scholl reported Port has received over 700 complete surveys online. Of those, less than 2% identified as Latinx and less than 4% identified as mixed race. Scholls informed of the Port's service agreement to work with NextDoor Inc for intentional outreach to members of the Latinx and low income community as well as working with Jaime Rivera to translate the online survey in Spanish for members of the in community. Scholls noted the demographic question that touched upon the household income found that 68% are above the median, 17% right at it, and 15% below the median. Scholl reported paper surveys, and Port's newsletter had been sent out to the community. Chapman suggested reaching out to Radio Tierra and questioned if there was a control in place to monitor the chances of multiple entries of the survey done the same person. Commissioner Sheppard sought clarification from McElwee regarding the City's hold on the Dog Park. McElwee reported the City's efforts to study a solar project for the Sewer Treatment plant and consider other uses for a portion of the property that has previously been considered for the Dog Park.

**7. COMMISSIONER, COMMITTEE REPORTS: None.**

**8. ACTION ITEMS:**

- a. **Approve Amendment No. 3 to Grant Agreement with Oregon Department of Transportation for ConnectOregon VI Aviation Technology and Emergency Response Center Project.**  
**Motion:** Approve Amendment No. 3 to Grant Agreement with Oregon Department of Transportation for ConnectOregon VI Aviation Technology and Emergency Response Center Project.

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

**b. Approve Contract with Tapani, Inc. for ConnectOregon VI Aviation Technology and Emergency Response Center Project Not to Exceed \$1,886,965.60, barring no protests.**

**Motion:** Approve Contract with Tapani, Inc. For ConnectOregon VI Aviation Technology and Emergency Response Center Project not to exceed \$1,886,965.60, barring no protests.

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

**c. Authorize contingency budget and Executive Director authority to approve Change Orders for the Aviation Technology and Emergency Response Center Project in the amount of \$94,348, excluding any project components related to the Fuel Farm.**

**Motion:** Authorize contingency budget and Executive Director authority to approve Change Orders for the Aviation Technology and Emergency Response Center Project in the amount of \$94,348, excluding any project components related to the Fuel Farm.

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

**d. Approve Contract with Hage Electric, Inc. for Installation of Auxiliary Power Generator Not to Exceed \$15,003**

**Motion:** Approve Contract with Hage Electric, Inc. for installation of Auxiliary Power Generator not to exceed \$15,003

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

**e. Approve Use Agreement with American Cruise Lines for Docking at the Hood River Marina Jetty.**

**Motion:** Approve Use Agreement with American Cruise Lines for Docking at the Hood River Marina Jetty contingent upon the removal of the paragraph related to the future use of other properties.

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

**8. COMMISSION CALL:**

President Everitt remarked on a Ted-Talk video he recently viewed on how to disagree and find common ground, and recommended viewing by all Commissioners and staff. Staff will share the link to the video. Commissioner Chapman made some suggestions on the Bridge Replacement information sheet that is being prepared for their meetings in Washington DC during the PNWA Mission, requesting text to be bold and include graphics to show importance. Commissioner Streich advised the approach to take to Washington DC not be to declare the ask as an emergency. Greenwood noted strong request is critical and information essential in aiding staff to write the bill. Scholl recommended to Commission to think about how the Washington DC staff is going to use the data left behind. Scholl noted staff needs specific literature and information to deliver and fulfill Port's request.

**9. EXECUTIVE SESSION:** President John Everitt recessed Regular Session at 6:35 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 6:35 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

# Commission Memo



Prepared by: Anne Medenbach  
 Date: March 3, 2020  
 Re: Airport Advisory Committee Appointments

The Airport Advisory Committee (AAC) is made up of seven appointed members serving three-year terms, two Port Commissioners and ad hoc positions as needed. There are currently two ad hoc positions, held by the FBO and WAAAM.

The AAC has four vacancies at this time with two members' terms expiring and two other vacancies. Advertisements in the Hood River News, the Port's website and social media were published in early February. Seven applications were received. At its February 20 meeting, the AAC selected four candidates for recommendation for Commission appointment. If approved, these members will serve staggered terms to ensure stability within the committee.

**Bud Musser:** An active AAC member for the last three years, Bud was a commercial airline pilot for over 30 years and continues to be an active pilot and WAAAM volunteer. **Term: 3 years**

**Dave Koebel:** An active pilot and an FAA designated Pilot Examiner, Dave has been a pilot for over 30 years, many of which were based in Hood River, and has broad experience in a variety of aviation business types and has been active with the AAC for years. **Term: 3 years**

**Brook Bielen:** An experienced pilot in both military and private settings, Brook is an accomplished helicopter pilot as well as an instructor and project manager for training programs. He wants to offer his experience to his local community and field. **Term: 2 years**

**Tor Bieker:** An active pilot and educator who wants to assist the airport in its future development, Tor uses the Hood River airport to train as a CFI and has a background as a Buddhist monk. **Term: 2 years**

The new group of AAC members combines extensive aviation experience with varied backgrounds and overall commitment to supporting aviation in Hood River.

**RECOMMENDATION:** Appoint Bud Musser and Dave Koebel to the Airport Advisory Committee for three-year terms and Brook Bielen and Tor Bieker for two-year terms.

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# Commission Memo

Prepared by: Michael McElwee  
Date: March 3, 2020  
Re: Local Public Transit



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Kathy Fitzpatrick, Mobility Manager for the Mid-Columbia Economic Development District (MCEDD), will present an overview of local efforts to increase the availability of public transit options for residents in the Mid-Columbia region.

In the past year, new funding sources for public transit and increased cooperative efforts among area transit providers has increased the level of service and improved inter-connectivity. The Port's contributions to these efforts have included toll waivers for transit vehicles crossing the Hood River-White Salmon Interstate bridge, hosting of a transit stop at Riverside/N. 1<sup>st</sup> Street, and agreements with Hoo e ows to facilitate skier shuttle parking at the Event Site.

Attached is a copy of the agreement with Klickitat County addressing transit to l waivers for Mt. Adams Transit vehicles for Commission reference.

**RECOMMENDATION:** Discussion.

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## BRIDGE TOLL WAIVER FOR PUBLIC TRANSPORTATION AGREEMENT

This agreement is between the Port of Hood River, an Oregon municipal corporation ("Port") and Klickitat County, Washington ("County").

### RECITALS:

Public transportation contributes to both the economical and physical health of individuals, brings financial benefits to communities, and is a key component of a healthy business ecosystem that increases mobility options for both job commuters and customers alike;

As stated in its Mission Statement, the Port seeks to initiate, promote and maintain high quality of life and a healthy economy throughout the Port District and the Columbia River Gorge Region;

The Port supports the implementation and utilization of a regional public transportation system that serves commuters, residents, and visitors including mass transit across the Hood River White Salmon Interstate Bridge ("Bridge") owned and managed by Port

Toll rate increases approved by the Port's Board of Commissioners on October 18, 2011 and December 5, 2017, respectively, authorized the use of a portion of the revenue from each toll increase to be utilized for the payment of expenditures associated with the promotion and utilization of mass transit across the Bridge;

County's Senior Services provides public bus transportation and mass transit services in Washington and Oregon through Mt. Adams Transportation Service ("MATS") through grant funding; MATS seeks to expand its transit services in 2018 to better serve commuters', residents', and visitors' transportation needs by providing fixed route service across the Bridge and coordinate transfer schedules with other service providers so that riders can travel to other key destinations in Hood River County, Wasco County, and Portland;

A waiver of Bridge toll fees for MATS vehicles crossing the Bridge will assist MATS provide an economically sustainable fixed route transit system which will provide significant benefits to both the Port District and the Columbia Gorge Region.

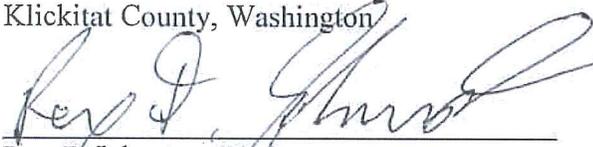
### AGREEMENT:

Port and County agree:

1. MATS will provide daily, fixed-route public transportation services across the Bridge for commuters, residents, and visitors by July 1, 2018.
2. MATS will provide the Port with the license plate number and the make and model of each vehicle expected to provide transit services, the expected number of annual trips for each vehicle, and complete a Breeze-By account application.
3. Port will provide Breeze-By transponders for each MATS public transportation vehicle at no cost to MATS and provide Breeze-By account credit sufficient to allow each MATS vehicle to cross the Bridge at no cost when being utilized for public transportation services.

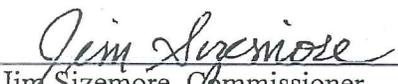
IN WITNESS WHEREOF, the parties here to have signed this agreement this 29  
day of May, 2018

BOARD OF COUNTY COMMISSIONERS  
Klickitat County, Washington

  
\_\_\_\_\_  
Rex F. Johnston, Chairman

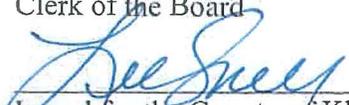
Absent

\_\_\_\_\_  
David M. Sauter, Commissioner

  
\_\_\_\_\_  
Jim Sizemore, Commissioner

ATTEST:

Clerk of the Board

  
\_\_\_\_\_  
In and for the County of Klickitat,  
State of Washington

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David R. Quesnel  
Klickitat County Prosecuting Attorney



## Hood River - White Salmon BRIDGE REPLACEMENT PROJECT

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Project Director Report  
March 3, 2020

The following summarizes Bridge Replacement Project activities from Feb. 14 – Feb. 26, 2020.

### **FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS) PROGRESS**

The additional work that is being requested by state and federal agencies for Cultural Resources and the Biological Assessment will be significant. For the first time during the project, the contract contingency will need to be used to finish the additional work being requested by ODOT and supported by FHWA. WSP anticipates that the additional Cultural Resources work could cost as much as an additional \$200k and the additional Biological Assessment work could be as much as \$100k.

The Port is working to determine whether there are other options for the work or whether portions of the work can be delayed until closer to permitting/construction. Staff anticipates sharing WSP's reasoning at the March 17 meeting.

Though most of the additional tribal outreach (i.e. visiting tribal headquarters) is being done with the Port/ODOT/FHWA, WSP's biologist has been joining us for fisheries-related discussions. ODOT/FHWA recommends continued engagement. Those costs are being prepared and will likely be outside of WSP's contract scope.

If it makes sense to delay some of this work until closer to construction, there will still be some expense and analysis to adequately summarize those future actions as part of the ROD.

### **TRIBAL UPDATES**

The project team met with the Umatilla Fisheries Committee last week and will likely be invited back to present to the CTUIR Executive Board and ODOT/FHWA.

Letters to the Yakama Nation and Confederated Tribes of the Warm Springs were sent over a week ago per CRITFC recommendations and ODOT will continue to follow up with those agencies.

ODOT has contacted the Nez Perce Executive Board and the project team will likely present to that board in late March or April.

The preliminary findings from the Ethnographic Surveys are due at the end of March.

As noted last month, tribal consultation will last long beyond the NEPA process, through construction and possibly beyond that. It appears from our initial meetings with CRITFC that the Port of Hood River is viewed as eager to stay involved with the tribes, noting the tribal art on

the waterfront as an example. That being said, the Port may want to set some funds aside annually during the budget process for tribal engagement and outreach.

### **INFRA GRANT APPLICATION**

The Port submitted a \$5-million grant application with the assistance of FCS Group who produced the Benefit-Cost Analysis charts on Feb. 24th. The application has been posted on the Port's website on the Bridge Replacement Project Resources page. As noted from last month, a \$3.3-million local match contribution will leverage the federal grant. Decision on the grant will not be known until late summer/early fall. The bi-state federal delegation has a copy of the application and Hal Hiemstra is getting a support letter signed by the delegation. These are very competitive grants and our application will be part of the advocacy effort in DC this week. A copy of the handout that Commissioner Chapman and I will use during the DC trip is attached.

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

The WG met two weeks ago to hear an update on the NEPA process. Hood River Mayor Kate McBride will replace Councilor Tim Counihan as the City WG representative. Jessica Metta will serve as the City's alternate. Klickitat County Commissioner David Sauter will be in Washington DC during the PNWA Mission as part of the National Association of Counties (NACO). We are hoping to catch up with each other when we are there and possibly double up on a legislative meeting or two. The three mayors, two county commissioners, and Port President Everitt signed a number of joint letters to a variety of legislators in both states. A joint letter of support for the INFRA application was also signed. Project Director noted that as part of the tribal outreach for NEPA there is interest in providing a forum for tribal leaders to discuss impacts of the bridge project including opportunities for economic development. We will also begin discussing governance options at the March meeting and reviewing a draft press release to issue on the Working Group's activities.

### **OTHER ITEMS**

- Staff met with numerous legislators in Salem as part of the Gorge-ous Nights Reception to give an update on bridge replacement. Rep. Williams and Sen. Thomsen were happy to write a letter of support for our INFRA application.
- WSP's January invoice is attached, showing we are approximately 60% of the way through the project.

### **MEETING/OUTREACH SCHEDULE**

- Gorge-ous Nights, Salem, Feb. 19
- CTUIR Fish & Wildlife Presentation, Pendleton, Feb. 25
- NEPA Coordination Meeting, Feb. 28
- Cultural Resources Meeting, Feb. 28
- Pacific NW Waterways Mission to Washington DC, March 1-5
- 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

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PNWA MISSION TO WASHINGTON  
 Washington D.C.  
 March 1-5, 2020  
 Contact: Kevin Greenwood, Project Director  
 kgreenwood@portofhoodriver.com

PORT OF HOC  
 1000 E. Port M.  
 Hood River, OR  
 (541) 386-1645  
 www.portofhoodriver.com

# Hood River – White Salmon

# BRIDGE REPLACEMENT PROJECT

**REQUEST: \$5 million INFRA grant for post-NEPA financial analysis and 15% design**

**REQUEST: Increase TIFIA Project funding cap for rural projects to \$400M, and increase total TIFIA participation threshold to 49%**

## HISTORY OF THE CROSSING

The Hood River White Salmon is the most recent of several crossings over the Hood River. The crossing was built in 1911 as a steel truss bridge. It was replaced in 1951 by a concrete bridge. The current bridge is a steel truss bridge that was built in 1951. It is the only crossing over the Hood River that is a steel truss bridge. The bridge is in poor condition and needs to be replaced. The project is identified as the #1 priority in the region's Comprehensive Economic Development Strategy.

## CRITICAL RURAL TRANSPORTATION LINK AT RISK

The Hood River White Salmon is a critical link for rural transportation. It is the only crossing over the Hood River that is a steel truss bridge. The bridge is in poor condition and needs to be replaced. The project is identified as the #1 priority in the region's Comprehensive Economic Development Strategy.

- Steel-truss bridge is functionally obsolete with a sufficiency rating of less than 48.
- Replacement project is identified as the #1 priority in the region's Comprehensive Economic Development Strategy.

- Critical route to work and services for residents, with alternate routes requiring an additional 45-60 minutes of drive time as the nearest bridges are more than 20 miles away.
- Critical Rural Freight Route facility in the state of Washington.

## COST ESTIMATE FOR NEXT PHASE OF REPLACEMENT

The project is estimated to cost \$5 million for the next phase of replacement. This includes the cost of design, engineering, and construction. The project is identified as the #1 priority in the region's Comprehensive Economic Development Strategy.

- The project is estimated to cost \$5 million for the next phase of replacement.
- The project is identified as the #1 priority in the region's Comprehensive Economic Development Strategy.





*Pictured above and to right: Underwater inspections of bridge piers show deterioration, evident in concrete voids, anchorage system corrosion, scour at the mudline and scaling at the waterline.*



*Pictured above: Evidence of a large single, or multiple allisons is seen on the north lift span pier. This bridge is well known as the most often struck object in the entire Columbia-Snake River system.*

*Pictured above: The bridge's nearly mile-long grated steel deck presents an environmental hazard to the Columbia River, as there is no barrier to trash, debris, and fluids from motor vehicle traffic. The deck requires bi-annual maintenance welding, which causes significant traffic delays.*

*"Over the 30+ years I have been watching the Columbia River this bridge has been known to be struck more than all other obstacles on the entire river system."*

*– Cpt. Fred Harding*

**To learn more about the Hood River-White Salmon Interstate Bridge Replacement Project please visit us online at:**

**<https://portofhoodriver.com/bridge/bridge-replacement-project/>**



*Ok to pay  
Revenue  
Bridge Replacement*

2/26/2020  
\$72,249.44

**INVOICE**

WSP USA  
851 SW 6TH AVE  
SUITE 1600  
PORTLAND, OR 97204  
503-478-2800  
503-274-1412

KEVIN GREENWOOD  
PORT OF HOOD RIVER  
1000 EAST PORT MARINA DRIVE  
HOOD RIVER, OR 97031

Invoice Date: February 19, 2020  
Invoice No: 935166  
Project No: 80550A

Company Legal Name: WSP USA Inc.  
Company Tax ID: 11-1531569

Project Name: Hood River Bridge Replacement  
Project Manager: Angela Findley  
Customer Order No: 2018-01  
Invoice Description: Invoice 18 PE 31Jan20

**Services provided from January 01, 2020 to January 31, 2020**

**Summary of Costs  
by Top Task**

Task Number	Task Name	Contract Value	Current Invoice	Previously Billed	Total Billed To Date	Contract Balance	Percent Invoiced	Physical % Complete
0	Direct Expenses	\$42,406.93	\$120.44	\$29,865.98	\$29,986.42	\$12,420.51	70.71%	75.00%
1	Project Management	\$432,561.10	\$14,051.90	\$249,935.29	\$263,987.19	\$168,573.91	61.03%	62.02%
2	Public Involvement	\$256,595.91	\$61.34	\$142,197.51	\$142,258.85	\$114,337.06	55.44%	59.28%
3	Project Delivery Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
4	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
5	Environmental	\$1,250,249.74	\$35,791.61	\$826,750.98	\$862,542.59	\$387,707.15	68.99%	63.71%
6	Engineering	\$496,229.60	\$17,233.08	\$322,145.04	\$339,378.12	\$156,851.48	68.39%	71.15%
7	Transportation	\$129,277.02	\$0.00	\$129,168.35	\$129,168.35	\$108.67	99.92%	100.00%
8	Permit Assistance	\$152,690.70	\$4,991.07	\$138,003.54	\$142,994.61	\$9,696.09	93.65%	97.55%
9	Contract Contingency	\$387,989.00	\$0.00	\$0.00	\$0.00	\$387,989.00	0.00%	0.00%
<b>Totals</b>		<b>\$3,148,000.00</b>	<b>\$72,249.44</b>	<b>\$1,838,066.69</b>	<b>\$1,910,316.13</b>	<b>\$1,237,683.87</b>	<b>60.68%</b>	<b>59.72%</b>

*I hereby certify that the charges invoiced are true and correct and include only such charges as were directly incurred in the performance of the work on the project, have not been previously submitted, and are in accordance with the terms and conditions of the Agreement.*

Angela Findley  
Project Manager

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**Executive Director's Report**  
 March 3, 2020

**Administrative**

- A reminder that key upcoming dates for preparation of the Strategic Business Plan are:
  - March 10 – 3:30 Work Session
  - April 7 – 12:00 p.m. Spring Planning
  - April 21 – 3:30 Work Session

Thanks to all Commissioners who attended the SBP Open House on February 20. Staff felt it was well-attended and a range of good input was received. Genevieve would like to request that Commissioners summarize their thoughts on the meeting, in particular, the comments received in their conversations and send them to her via email for inclusion in the Public Outreach report.



- As of February 24, the Strategic Business Plan online survey has received 860 electronic responses. By the same date we received 44 written responses from the newsletter insert. Only 94 respondents thus far have reported that their income was below the median income for the region, and less than 300 respondents identified as non-white or Caucasian ethnically. A small contract with The Next Door, Inc. will provide intentional outreach to low-income and Latinx community members, with a contract deliverable of 50 completed surveys. Jaime Rivera is translating the online survey to encourage additional responses from the Latinx community.
- Commissioner Chapman and Kevin Greenwood will be in Washington, D.C. with PNWA’s “Mission to Washington” at the time of the meeting.
- “Gorgeous Night in Salem” took place on February 19. Both Kevin and Genevieve Scholl attended and reported an excellent turnout. A big thanks to Genevieve for all her many hours organizing many aspects of the event.

- The Port's Winter 2020 newsletter and 2019 Annual Report publication was mailed early last week. Staff would appreciate any Commissioner comments about its form or content. We are considering recommending publishing only one mailed newsletter each year instead of two and increasing online publications.
- The Port office has been experiencing a recurring email problem where both outbound and inbound emails are not received. Jack Lerner believes the problem is with the server, but the issue has not yet been resolved.
- General Counsel Jerry Jaques has informed me that beginning March 2020, his hourly rate will be \$250. His rate has been at \$220 since July 2018 and the new rate is still a substantial discount. Jerry's \$350 monthly retainer, which covers attending Port Commission regular monthly meetings, will remain the same. If charged hourly, the monthly bill would be substantially higher.
- Long time toll staff member Roger Benn will retire from his position on April 3. Roger has been a highly competent, effective and trusted toll taker for many years. Staff will prepare an appropriate send-off for him.

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## Recreation/Marina

- Fabrication of the Nichols Basin Dock Ramp (Mantle Industries) and connections (Schlosser Machine) is underway. Staff anticipates completion of the installation by end of March
- Hood River Valley Parks & Recreation (HRVPR) has submitted a draft of the Multi-Jurisdictional Parks Master Plan for staff review at the various local agencies. After any final modifications, the plan will be presented to the steering committee of elected officials for their review and approval. Commissioner Meriwether represents the Port on that Committee.
- Coffman Engineering has completed plans for repair work to the Event Site Vendor Dock. It will be important to complete the work prior to move-in of the concessionaires. John Mann has recommended that this work be carried out by Facilities staff in March & April. A delay in the move-in date for some schools that operate at the dock may be necessary.
- Staff issued a quote solicitation for the American Cruise Lines (ACL) Bollard Project with a closing date of 3/23/2020. ACL will be covering the entire cost of the project.
- Hood River Outrigger Canoe Club sent the attached letter to provide the Commission with an update on their accomplishments and future goals.
- Insitu has scheduled a company picnic to be held Friday, August 7 for 1,200 people at the Marina Park and Beach, utilizing Lot #1 for parking. Daryl is working out logistics with Insitu Staff.

- The Marina Committee met on February 20. Minutes from the meeting are attached.
- 

### **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. Notification has been sent to all affected tenants. The attached diagram shows the work locations.
- 

### **Airport**

- Communication continues with the ten hangar tenants with potential hangar lease violations. The tenants have 60 days to comply with the leased terms or vacate their hangars. The responses received have been mixed.
  - Staff has reached out to the Noise Department at the Port of Portland (POP) regarding the noise issue. POP has agreed to assist and provide their ideas regarding data collection technologies and other tools and techniques. A work session with concerned neighbors and airport users is planned.
  - The Airport Advisory Committee met on February 20. Minutes from the meeting are attached.
- 

### **Bridge/Transportation**

- A brief bridge lift occurred on Friday, February 21. A failing limit switch was identified and ordered for replacement by Hage Electric. Hage has also provided a quote to replace a failed streetlight ballast. Both repairs will be done at the same time.
- Work has not yet begun on guard rail repairs from the extensive vehicle strike last December. After consultation with Coffman Engineering about the type and extent of damaged guardrail requiring replacement, it has been confirmed that the length of the section needing repair totals about 760 l.f. The material has been ordered and will be installed in March. We anticipate at least one week of single-lane closures.
- The INFRA grant application was submitted on February 25. Thanks to Kevin for pulling this together on a very short timeframe. The odds are long to receive the grant but I believe we have submitted an excellent and compelling application.

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2/20/2020

Dear Port of Hood River Commissioners,

Let us begin by once again offering a warm Aloha and a sincere Mahalo for all the support the Port has provided to the Hood River Outrigger Canoe Club (HROCC) over these past seven years. As the Port develops its five- year plan I would like to take this opportunity to share some of our accomplishments and our future goals for our club.

Over the past seven years our club has grown from a small group of less than 30 members and one Canoe to over 110 members and 5 Canoes in 2019. Part of this growth has been fueled by the phenomenal growth of Outrigger Canoe paddling in the US; this trend has migrated from Hawaii to the continental U.S. The outlook for this sport continues to be strong with participation from the West Coast through the Midwest and onto the East Coast.

But an equally important factor in the growth of our club has been the extraordinary enthusiasm, dedication and knows how of our Founders and the residents of the Gorge who have extended their welcome and experience to all people who have an interest in participating in this awesome activity!

Several years ago HROCC began a very competitive race program. Last year we competed in most of the Northwest Regional races but also sent teams to Kona, Hawaii and Catalina, California to compete against stellar fields of International racers. Hood River was fortunate to bring home many race awards against these incredible competitors.

Last year we realized one of our most important goals, with the addition of our Junior Program known as Keikis. Operating through the auspices of the Community Education Program we had 30 Keikis participate for 12 weeks, 2 days a week and 1 ½ hours per session. The curriculum included:

- Basic paddling skills (it's difficult to get 6 kids in a boat paddling in sync!),
- Water safety including how to right a boat that has HULI (i.e. flipped),
- Hawaiian culture, which is the rich history of Outrigger Canoeing as a family endeavor known as Ohana, and most important, having fun!

A big shout out to our Keikis and to all the Mom's and Dad's who not only got their keikis to practice but helped with the many logistics needed to get the boats on the water. Based on informal surveys and feedback we are expecting to have over 60 youth members participating in 2020.



Many of our members just enjoy paddling with HROCC for the sense of camaraderie, health and fitness. HROCC has had a thorough beginners introductory program since its inception which is designed to quickly bring the uninitiated paddler up to speed. This year the beginners program will be expanded by also running it under the auspices Community Education. This will allow our club to reach new members other than by word of mouth and will continue to grow our diversity to reflect our Gorge community.

Our current location at the Basin and Frog's Beach is critical to our continued success. The three canoes that reside at Frog's Beach weigh approximately 400 lbs. apiece and are 45 feet long. Realistically to be able to get them to the water requires a great deal of muscle power and technique that would not be possible if they were located further away.

The canoes in our Hale are newer and much more expensive carbon fiber which are more easily moved but must be protected because of their light weight from the famously raging winds in the Hood River Gorge. The Hale also acts as our team gathering location as we host at least one Ohana Day per month. These days are designed to build our community as we invite members and non-members to partake in our Ohana pot-luck celebrations.

Despite keeping our club dues at a reasonable rate we have judiciously managed our finances and have been able to dedicate a specific fund for the purpose of building a more permanent Hale (i.e clubhouse) in the future. We sincerely hope that as the Port continues its plans to develop the waterfront that HROCC is given the opportunity to enter into a more long-term agreement and build a permanent facility in keeping with the overall use and esthetics of our beautiful Hood River Waterfront area.

Mahalo,  
Hood River Outrigger Canoe Club Board of Directors

*Alina Iofciu, President*  
*Bernie Bogliolo, Past President*  
*Becca Sanders, Treasurer*  
*Terese Roeseler, Secretary*  
*Wayne Robson, Sergeants at Arm*  
*Joan Martocello, Member at Large*



*Our Mission: Providing the opportunity to learn, recreate, practice, train, race and build an O'hana (family) with others that love paddling!*



hoodriveroutrigger.com



admin@hoodriveroutrigger.com

**WHAT WE'RE ABOUT**



Affordability



Community



Safety



Youth



Inclusiveness



Sportsmanship



Health



Stewardship

•2012

Josh Sceva buys an OC-6 ✓

•2013

HROCC founded ✓

•2016

Club becomes a 501c3 ✓

•2017

1<sup>st</sup> race boat purchased ✓

•2018

Club moves from Marina to Nichols ✓

•2019

Junior program established ✓

In 2019, HROCC fielded 5, OC-6 boats in the Gorge Outrigger Race, more than any other participating club. We sent teams to Kona HI, Catalina CA and NW Region races. The Gorge is attracting more and more paddlers from around the world coming here to compete in Surfskis, 1 and 2 man outriggers, as well as 6 person canoes. Hood River and The Gorge will continue to grow as a paddle destination.

MEMBERSHIP	Number of Members	Number of Juniors	Number of Racers	Races per year	O'hana gatherings
	≈110	≈30	≈40	≈5	monthly

2019 RIVER USE	Number of practices per week	Length of Junior Program	Number of paddle days	Hours of water time	Number of paddler hours	Length of Paddle Season
	10!	12 weeks!	≈140!	≈250!	≈4500!	6 months

INFRASTRUCTURE	Number of boats in club fleet	Length of one boat	2019 Operating Budget	Inventory Value	End of August 2019 Balance
	5	44 feet!	\$18000	≈\$40000	\$26000

**2020 Club Goal: Enhance our Young Hale**

- A more permanent home for our fleet
- A community wide use of space that aligns with the goals and direction of the Port
- Achieve functionality, beautification, and citizen engagement
- Broaden current use of space
- Establishment of a 5 Year operational "footprint"

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**Port of Hood River Marina Committee  
Meeting Agenda  
Thursday, February 20, 2020 8am  
Port Boardroom**

**Committee Members Attending**

Ben Sheppard 1<sup>st</sup> Chair, Steve Tessmer, Julio Paredes (filling in for Ted Lohr) Steve Carlson, Shawn Summersett

**Committee Members Absent**

Lisa Bloomster, Josh Sceva

**Port Staff**

Daryl Stafford, Marina Manager

**Dock Walks:** Committee members report on general dock & vessel conditions

- Dock A: Steve Carlson, Dock B: Steve Carlson, Dock C: Daryl
- Boathouses: Steve Tessmer
- South Basin Dock: Shawn

**Marina Manager News from the Port:** Daryl Stafford

- ***Cruise Ship Update-*** New lease was approved by the Commission. The ACL vessels will only berth on the outside of the Marina Jetty. This will reduce turbulence inside the basin. Bollards will be installed this Spring so that they no longer leave their engines engaged to stay secure. This will also allow them to hold a steady schedule so that they may work with the Chamber to help support local businesses. Suggestions to encourage CAT to coordinate with ACL to shuttle guests to downtown and the surrounding area.
- ***Night Security-*** Kenton Chandler from HRS will continue to monitor late night goings on around Port Property helping to provide an extra layer of security for the Marina. HRS has been instrumental with keeping tabs on the homeless situation which seems to be on the rise.
- ***Tenant Information- Staff*** provided the Committee with stats on the Waitlist YTD. The 30' and under has 14 people (down from over 40 a year ago) and the Over 30' has 8 people, (down from 16 a year ago). New Leases for 2020 have been issued and are currently due. Moorage payments are due in full 3/2/2020. 8 slips have turned over since the 1<sup>st</sup> of the year.
- ***Bridge Update-*** Daryl shared the Commissioners goal of self sufficiency for all Port properties so that they receive no subsidies from the bridge. The Marina is on track for the current budget cycle with plans for scheduled maintenance and upkeep.
- ***Port Facility Repairs & Maintenance-*** Port staff recently repaired the sink areas, painted and retiled showers in both small restrooms in the HRYC building. They look great! Installation of 4 more cement benches around the Marina Basin, along with the south basin perimeter fencing is scheduled for this summer.

**Committee Member News**

**HRYS:** Julio shared the great news that that the HRHS Sailing Team is due to receive a grant from US Sailing that would allow them to expand the sailing program with additional staff and boats. They would be sharing with the Jr. Sailing Program. This is a huge win for kids sailing in

the Gorge. They will be offering scholarships to encourage diversity and will be working with local schools and agencies to promote the program. The HRYC will move forward with their adult sailing lessons and co-hosting with Jr. Sailing the hugely successful Free Monday Night Sailing that takes place in August.

***Jr. Sailing:*** The Junior sailing Program (a 501(c) (3), in its 16<sup>th</sup> season) is a small boat sailing program for youth 5-18 years old. They will be hosting lessons July-August. Shawn filled us in with the news that Jr. Sailing has added an additional program utilizing a STEM grant where they will be teaching kids from Wildwood Academy, an independent middle school in Hood River. They conducted a pilot program last Fall that had an overwhelming response and are excited to move forward.

### **Discussion Topics**

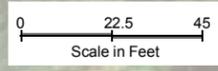
- ***Scheduled Maintenance-*** Tim Clackum, a professional diver and dock repairer from Portland, is scheduled for this Spring to replace rotted boards and level out twisted floats. Areas most in need were discussed and with a specific plan for those areas most in need. Along with long term plans for maintenance budget requests
- ***Charter Proposal-*** Joe Thomas, a current Marina tenant who co-owns “Northern Exposure”, shared his proposal to offer professional charters from the Marina. The Committee was unanimously in favor of giving him the opportunity to run his concession utilizing the loading dock near the boat ramp. Port Rules and Regulations do not allow commercial business from the Marina Moorage. Mr. Thomas is preparing his vessel to meet commercial insurance requirements and will make a formal concession proposal to the Port once that is completed.
- ***Boat Ramp Repair-*** Andy Jansky, an engineer from Flowing Solutions, is scheduled mid-March to evaluate the boat ramp and Marina Jetty for repairs. The consensus of the Committee was for a simple repair of gravel and excavating for the ramp. Due to concerns of the bridge replacement or major repairs that might require a different layout for the boat ramp and guest dock, the group felt that simple repairs were the best option for now.
- ***Boathouse Floatation Encapsulation-*** Group discussion on how to encourage tenants to replace deteriorating styrofoam floatation. Consensus was to insist by the end of the year that the repairs are completed.

### **Planning:**

- ***2020/2021 Budget of Capital Improvements for the Marina-*** Daryl provided committee members with financial information for review:
  - Marina Cost allocations
  - Marina Revenues and Expenditures FY 2014-2019 history and the Budget for FY 2019-2020
  - Budget for Capital Projects

Strategy for ongoing repairs and maintenance were discussed identifying critical areas to address first, keeping in line with budget restraints and self sufficiency.

Note: Aerial Photo is from Google Earth, Dated Sept



Hood River Waterfront Trail  
Hood River Waterfront Park  
122 Portway Ave

**Key to Luhr Jensen's Historic Operations**

- 1 and 2 = Flammable Storage
- 3 = Caustic and Acid Storage
- 4 = Maintenance Room
- 5 = Compressor Room
- 6 = Furnace Room
- 7 = Tumbling and Maintenance Rooms
- 8 = Flammable and Hazardous Waste Storage with Acetone Still/AST
- 9 = Painting Room
- 10 = Maintenance Room, also Buffing Room and Dip Room
- 11 = Dye Cutter Area
- 12 = Site Plan Location of Possible UIC
- 13 = Possible UST Location

- Former Plating Area (1977 - 2006)
- Below-ground Settling Tanks for Plating Wastewater Treatment System (1977 - 1988)
- Former Plating Wastewater Treatment System Discharge Area (by Seepage Pit and/or Lawn Irrigation) (1977 - 1988)
- Possible UST and Fuel Dispenser as Indicated on 1977 Site Plan
- Former Rail Alignment (1967-1982)

Locations and dates are Approximate.



**LEGEND**

- Property Boundary
- Stormwater Conveyance System (Catch Basin, Below-ground piping, flow direction, and submerged outfall)
- Approximate Location of Former Rail Alignment

- GP-1 Soil Boring Location and Temporary Well Point (Installed March 2003)
- MW-1 Accessible Groundwater Monitoring Well (Installed January 2003)
- MW-2 Groundwater Monitoring Well Unable to be Located

- Proposed Boring and Groundwater Monitoring Well Locations**
- B3 Push Probe Boring Location and Number - Soil Sampling Only
  - B2 Push Probe Boring Location and Number - Soil and Groundwater Sampling
  - MW-4<sup>31</sup> Groundwater Monitoring Well Location



Approved By	Date/Revision
	1/24/2020 Rev. 0

**Figure 3. Map of Luhr Jensen Site Historical Operations and Site Investigations, and Proposed Boring and Well Locations**

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

1000 E. Port Marina Drive • Hood River, OR 97031 • (541) 386-1645 • Fax: (541) 386-1395 • [www.portofhoodriver.com](http://www.portofhoodriver.com) • Email: [porthr@gorge.net](mailto:porthr@gorge.net)

**AIRPORT ADVISORY COMMITTEE**

**Thursday, February 20, 2020**

**Minutes**

1. AAC members-
  - i. Ken Newman deferred the discussion to an executive discussion after the meeting.
2. Connect 6 & FAA projects
  - i. Anne explained both the COVI and FAA projects, there were few questions except for start times. COVI will start work in the beginning of April and construction will complete in August. The North ramp construction will begin in July and complete in October.
3. T-Hangars

There was discussion regarding the new T-hangar lease. Daryl Stafford, who is the T-hangar manager, and Anne Medenbach, airport manager, answered.

  - a. John Benton asked for Anne to send him the FAA policy on having usable planes in the hangar.
  - b. Ken Newman asked if there was any leeway if a tenant has a medical issue or the annual is not up to date for various reasons. The Port is reasonable and just asks that tenants keep in good communication regarding any issues that could put their lease in jeopardy. More substantial work on airplanes is allowed in other airport locations.
  - c. Brian Prange asked what type of maintenance is allowed in the hangar. Currently only minor maintenance is allowed. However, Anne asked if there was an interest in allowing more substantial maintenance items to be carried out in the t hangars. Ken Newman requested Anne to investigate a brief risk assessment of the possibility to allow for a more lenient policy regarding airplane maintenance inside hangars.
  - d. James Stewart stated that most planes have lots of av gas in the tank which is highly flammable and to consider that when considering what is to be allowed in the hangars.
  - e. It was suggested that if more maintenance is allowed that a curfew time be implemented to limit impacts to neighbors
4. Noise – Ken Newman stated that noise mitigation is a process and that the upcoming meeting with a few airport folks and neighbors is meant to work towards reasonable solutions.
5. FBO update - Jeff Renard updated all on the current status.

## Port of Hood River

*Providing for the region's economic future*

### 6. WAAAM Update

John Benton updated that they continue to get more inventory and it looks to be a busy Summer.

- a. Ken Newman brought up the new Port lease with American Cruise lines. Anne stated that they now have an exclusive lease with ACL that will put the Hood River stop on the ACL map. This will mean more stops and hopefully more business for WAAAM and the community. Daryl added that ACL is installing bollards on the exterior of the marina so that their large boats can easily dock.
- b. Daryl will communicate directly with WAAAM regarding the ACL schedule
- c. Margot suggested that they use CAT for the buses instead of the tour buses that are currently used.

### 7. New Business

- i. A discussion was had about the REIL identifier lights at the ends of the runway. The current light boxes line up with both the glider area and the grass runway. This poses a hazard to landing aircraft. The lights are pilot operated and turn on as pilots are making their descent. The runway lights are always on, however, the REIL only come on demand and pilots who don't turn them on are not aware that the boxes exist as a hazard. Past discussions regarding the usefulness of these lights have not led to consensus.  
Proposed Action: It was agreed that the REIL's should be removed.
- ii. The runway lights are currently on all the time. However, there is a switch that would allow them to be pilot controlled. This would reduce the use on the halogen lights and the light impacts to neighbors. Jeff, Dave and Anne will go see how to make that change. Unicom currently states that these are pilot operated  
Proposed action: Change runway lights to pilot operated.
- iii. Discuss- Staff is moving into negotiations with Aaron Faegre to assist with development planning for box hangars at three locations on the airport within the next year.
- iv. Anne will bring a set of plans for COVI to the next meeting.

### **New AAC member recommendations to Port Commissioners:**

**Brook Bielen (2 yrs)**

**Tor Bieker (2 yrs)**

**Dave Koebel (3 yrs)**

**Bud Musser (3 yrs)**

**Next meeting is Thursday March 19 at 3:00 PM at WAAAM. New AAC members will be introduced at that time.**

# Commission Memo



Prepared by: Anne Medenbach  
 Date: March 3, 2020  
 Re: Century West – Construction Management

Century West Engineering (CWE) is the design engineering firm for the ConnectOregon VI project. Staff recommends that CWE also provide the Construction Management (CM) services for the construction phase of the project.

As the project is complex, will require multiple inspections, and will involve two contractors likely on site at the same time prompting the need for additional coordination, staff feels the proposed budget for the CM is reasonable. The recommended CM budget will bring the project very close to the total grant budget projections from 2016. However, even with the contingency approved on February 18<sup>th</sup>, the project is still under the original budget and could potentially include some fuel farm components.

COVI Project	Budget
Project total	\$ 1,886,965.50
Contingency 5%	\$ 94,348.28
<b>Construction Management</b>	<b>\$ 180,114.20</b>
Total project cost	\$ 2,161,427.98
Grant award	\$ 1,364,900.00
County Contribution	\$ 200,000.00
Port Match	<b>\$ 596,527.98</b>

The attached contract Amendment No. 2 to Task Order No. 5 of the master contract with Century West adds this CM service to the contract scope.

**RECOMMENDATION:** 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

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**Task Order Number 5, Amendment Number 2****KEN JERNSTEDT AIRFIELD****AVIATION TECHNOLOGY & EMERGENCY RESPONSE CENTER PROJECT  
CONSTRUCTION MANAGEMENT SERVICES**

This Task Order Amendment #2 is made effective as of March 4, 2020 under the terms and conditions established in the Personal Services Contract, dated May 21, 2014 (the Agreement), between **Port of Hood River** (Owner) and **Century West Engineering Corporation (CWEC)**. This Task Order is made for the purpose of providing design and management services for the Connect 6 project at Ken Jernstedt Airport.

**GENERAL**

The scope of the project is to provide construction management, administration and observation services for the Connect 6 project construction at Ken Jernstedt Airport.

In 2016, the Port of Hood River was awarded a *ConnectOregon* VI grant for the design and construction of a new Aviation Technology & Emergency Response Center Project. This new FBO/hangar development is to be located on the North side of Runway 7 and adjacent to the existing North Apron. New apron pavements will provide additional operational space and access from the Project area to the existing North Apron. The existing FBO will be relocated to this new site when completed, along with aircraft fuel facilities, aircraft storage buildings, support facilities, and vehicle parking.

**PHASE I –DESIGN AND BIDDING SERVICES**

These services are now complete under Task order #5 and Amendment #1.

**PHASE II – CONSTRUCTION SERVICES****Task 7 – Construction Services**

Provide pre-construction services, construction administration, resident observation, and post-construction services. The Consultant will provide a Construction Manager (CM) and Resident Observer (RO) for the duration of the project. It is assumed that project construction period occurs during a 24-week time frame.

**7.1 Contract Administration**

Provide for and perform project administration and management activities. These activities include the following:

- 1) Manage the project scope, schedule and budget.
- 2) Coordinate during the project with Port staff.
- 3) Coordination of sub-consultant staff
- 4) Billing with task breakdown and project summary reports highlighting work progress, upcoming project activities, unresolved issues, and current budget status, will be submitted to the Port on a monthly basis.

**7.2 Meetings**

Consultant will arrange, organize, prepare for and conduct the following meetings:

- 1) Preconstruction conference - Consultant will prepare an agenda and arrange for attendance by Port staff, the construction contractor, affected utility staff, and other parties with interest in the project construction.
  - a. Consultant's PM, CM and RO will attend meeting in person.
  - b. Meeting minutes will be prepared and distributed.
  - c. Obtain and review the project construction schedules from the construction contractor prior to the pre-construction conference.
- 2) Construction Progress Meetings—Weekly construction meetings will be held throughout the active construction phase.
  - a. Consultant's RO will attend and facilitate all weekly meetings over the anticipated 20-week active construction period. Consultant's CM will attend up to 8 meetings in person and will attend the remainder via conference call.
  - b. Tasks to be accomplished include, assist with resolving project difficulties, review the progress of the work, and confirm that the work is proceeding in accordance with the contract documents.

### **7.3 RFI Support**

CM, RO or Project Engineer to provide responses in a timely manner to Requests for Information (RFIs). It is expected that up to 15 RFIs will be issued on the project.

### **7.4 Submittal Review**

CM and/or Project Engineer to provide responses in a timely manner to submittals. Prepare a tracking spreadsheet of all required submittals and provide to the construction contractor at the pre-construction meeting. It is anticipated that up to thirty-two (32) submittals/resubmittals will be reviewed.

### **7.5 Clarifications and Interpretations**

CM to provide clarification and interpretation of the contract documents to the construction contractor, Port staff and Consultant's RO. For budgeting purposes, up to 54 hours of support will be provided. Actual effort may vary depending on how the construction work is phased and executed.

### **7.6 Pay Request Review**

CM and RO shall review the contractor's applications for payment and make recommendations for payment to the Port. It is assumed that up to six (6) pay requests including the final payment request will be received and reviewed. Pay requests shall be prepared on Port's standard forms.

### **7.7 Change Orders**

Manage and provide responses in a timely manner to Change Order Requests/Change Orders and prepare necessary documentation, which shall include a cost estimate, cost/price analysis, description of work and schedule impacts.

### **7.8 Construction Inspection**

Consultant's RO will provide full-time on-site construction inspection through the construction period when active work is in progress. Consultant will perform the following:

- 1) Prepare daily construction inspection reports and submit to the Port weekly. Supplement the inspection reports with electronic photos taken as frequently in time and location along the project route as needed to document key features construction progress, techniques, equipment used and information that supports markings on record drawings. These reports will document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided to the construction contractor, weather conditions, equipment

use, labor requirements, safety problems, and required changes. Port standard daily inspection reporting forms will be used or the Consultant can develop a form to be used. Consultant assumes form will be electronic fillable word document or pdf file.

- 2) Conduct weekly progress meetings; prepare and distribute minutes.
- 3) Observe quality control activities
- 4) Assist with quantity verification
- 5) Review daily acceptance testing (All testing to be provided by the construction contractor and/or the Port)
- 6) Report non-compliance issues to the CM
- 7) Observe and check surveying conducted by the construction contractor
- 8) Monitor contractor's compliance with the Traffic Control Plan (TCP) and the Erosion and Sediment Control Plan (ESCP).

For budgeting purposes, up to 700 hours of construction inspection by the RO will be provided. This assumes biweekly visits for 10 weeks (prior to mass grading/paving) and daily visits for 10 weeks during mass grading/paving efforts for the RO. A ten (10) hour day (including travel time) is assumed.

The CM will provide up to 16 hours of total inspection time during the weeks when the CM attends the weekly construction meetings in person.

#### **7.9 Coordinate NOTAM's**

Coordinate required closures and Notice(s) to Airmen ("NOTAMs") with the Port. The Port will issue all NOTAMs.

#### **7.10 Conduct Quality Assurance Testing (CONTINGENCY)**

Contract with a subconsultant and coordinate the testing personnel and equipment necessary to perform quality assurance testing. Actual effort may vary depending on how the construction work is phased and executed. This task will require written authorization from the Port prior to utilizing.

#### **7.11 Agency and Utility Consultations**

CM and RO shall meet with representatives of local, state, and federal agencies when necessary for consultation or conferences in regard to the construction project. Meet and coordinate with franchised utilities when necessary for consultation or conferences in regard to the construction project.

#### **7.12 Geotechnical Support** – Subcontractor will perform the following:

- 1) Attend Preconstruction conference.
- 2) Review of construction documents and submittals pertaining to earthwork and soils.
- 3) Evaluate fill materials proposed for site grading in the project area.
- 4) Periodic site visits coordinated with CM to observe fill soils generated from the mitigation site and confirm its use as fill beneath the COVI site, observe site grading and preparation at the COVI site, and confirm subgrade conditions prior to constructing building pads or pavements. Up to ten (10) site visits have been assumed in preparation of this scope.
- 5) Develop alternatives in consultation with CM to mitigate poor subgrade conditions, as necessary.
- 6) Preparation of field notes to document field observations and any follow-up recommendations. Field notes will be provided in electronic format (e.g., PDF) to CM via email.
- 7) Miscellaneous project expenses including vehicle mileage, printing, etc.

**7.13 Project Closeout**

- 1) Prepare for and conduct a preliminary review and inspection of the project. Prepare a "punch list" of work items remaining to achieve final completion of the project and prepare for Port acceptance. The Consultant's CM and RO will conduct a final inspection walk-through with Port staff and the construction contractor to confirm items have been completed. Inform the Port and the contractor of the dates for any warranty periods as established in the contract documents.
- 2) Prepare and submit to the Port complete record drawings upon completion of construction. Record drawing updates to include:
  1. Changes made during construction by change orders, clarifications, RFI's, RO notes or by the contractor's mark-ups.
  2. Verification of utility construction via post-construction survey:
  3. The record drawings shall be submitted to the Port PM within 90 days of the project's Final Acceptance. Upon approval of the record drawings by the Port, the Consultant shall provide the record drawings in electronic PDF and AutoCAD format.

**Task 7 Assumptions**

- 1) Port staff will review and process certified payroll for construction contractor.
- 2) Traffic control permits required for work on county streets and/or state highways. Permits shall be obtained by the construction contractor.
- 3) Contractor to provide materials testing and compaction testing. The QA Testing task will only be utilized if authorized by the Port to supplement Contractor testing requirements.
- 4) Claims support not included.
- 5) Documentation required by ODOT or FAA will be the responsibility of the Port.

**Task 7 Deliverables**

- 1) Daily inspection reports
- 2) Weekly construction meeting minutes
- 3) Submittal Log
- 4) RFI Log
- 5) Change Order Log
- 6) Record drawings in PDF and AutoCAD format

**SCHEDULE FOR SERVICES**

CWEC shall perform the Services and deliver the related Documents (if any) according to the following schedule:

CWEC anticipates Notice-To-Proceed for this Scope of Services March 4, 2020 and anticipates task completion by September 15, 2020.

**COMPENSATION**

In return for the performance of the foregoing obligations, Owner shall pay to CWEC the not to exceed amount of **\$180,114.20** based on the Fee estimate attached as Exhibit B.

IN WITNESS WHEREOF, Owner and CWEC have executed this Task Order Amendment.

**PORT OF HOOD RIVER**  
(Owner)

**Century West Engineering Corporation**  
(CWEC)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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# Commission Memo



Prepared by: Anne Medenbach  
Date: March 3, 2020  
Re: Tofurky - Landlord and Collateral Agent Agreement

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Turtle Island Foods, SPC (Tofurky) is a tenant in the Jensen Building. As part of company restructuring, they are requesting that the Port relinquish its lien rights (including its superior landlord lien right) against Tofurky collateral at the Jensen building, so that Tofurky's lender can repossess Tofurky collateral if there is a loan default.

The agreement requires that the Collateral Agent for lenders pay the Port rent if the Port makes Jensen Building space available during a lender repossession, or if the Port cannot rent the space while a bankruptcy stay or injunction against the Collateral Agent or lender is in effect.

The agreement has been reviewed and approved by Port legal counsel.

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

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**LANDLORD AND COLLATERAL AGENT AGREEMENT**

To: Proterra Finance LLC  
33 South Sixth Street, Suite 4100  
Minneapolis, MN 55402  
Attention: Matthew Swanson

PROTERRA FINANCE LLC, a Delaware limited liability company (in its capacity as contractual representative for itself and other Lenders (collectively “Lenders”, or separately “Lender”), as defined in the Loan Agreement (defined below), herein referred to as “Collateral Agent”) and certain other Lenders have entered into certain financing arrangements with TURTLE ISLANDS FOODS, SPC, a Washington social purpose corporation (“Borrower” or “Tenant”, and together with each other Credit Party (as defined in the Loan Agreement) party to the Loan Agreement from time to time, each a “Credit Party” and collectively, the “Credit Parties”) pursuant to a term loan agreement by and among the Credit Parties, the Collateral Agent and certain Lenders (as defined in the Loan Agreement) party thereto (as the same may be amended, supplemented, restated or otherwise modified from time to time, hereinafter the “Loan Agreement”). The Credit Parties have or will have certain of their property, whether tangible or intangible, including, without limitation, inventory, investment property, machinery, equipment, apparatus, tools, furniture, trade fixtures, books, instruments, records, files, documents and other goods (collectively, the “Collateral”) located from time to time at the premises commonly known as Jensen Building, 400 Portway Ave., Hood River Oregon (the “Premises”) owned by the Port of Hood River (“Landlord”). The Collateral Agent has a first priority security interest in or other lien on, among other things, all of each Credit Party’s Collateral.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby certifies and agrees for the benefit of the Collateral Agent and Lenders and the Collateral Agent agrees for itself and Lenders as follows:

1. Landlord owns the Premises and has leased the Premises to Tenant pursuant to a certain lease agreement with the Tenant dated December 2, 2019 (together with any amendments, extensions or modifications, the “Lease”). The Lease is in full force and effect and Tenant is not in default of any provision of the Lease.

2. All of the Collateral shall be deemed to be personal property and shall not become or constitute fixtures or an accession to the Premises or to any other personal property located on the Premises, whether or not any of the Collateral may, as of any date, be attached or affixed to, or is made a part of, the Premises or is deemed “fixtures” under applicable law. Landlord will not assert against any of the Collateral, any statutory, contractual, or possessory security interests or liens on the Collateral, including, without limitation, rights of levy or distraint for rent, all of which Landlord expressly waives and disclaims. The foregoing notwithstanding, Landlord reserves Landlord’s rights under the third paragraph of paragraph 12 of the Lease to remove, store and dispose of the Collateral that the Collateral Agent has abandoned free of the Collateral Agent’s lien after the agreement term ends as provided in paragraph 8.

3. The undersigned grants to the Collateral Agent, for the benefit of the Collateral Agent and Lenders, an irrevocable license to enter the Premises and inspect, maintain, store, sell and remove the Collateral without bond or surety or court order provided such entry to the Premises is permitted under the Loan Agreement, after providing prior written notice to Landlord of intent to enter the Premises, provided that any actual, physical damage to the Premises caused by the Collateral Agent’s entry on the Premises or removal (reasonable wear and tear excepted) of any Collateral from the Premises will be promptly repaired to substantially the same the condition in which such portion of the Premises was prior

to such damage at the expense of the Tenant and the Collateral Agent; provided, further, that in no event will the Collateral Agent be liable for any diminution in value of the Premises caused by the absence of any Collateral therefrom or by any necessity for replacing such Collateral removed from the Premises. If the Collateral Agent is no longer acting as an agent for Lenders and any Lender intends to exercise any rights under this agreement, before doing so the Lender will notify the Port in writing of its name, mailing address, phone number and contact person.

4. Landlord agrees to provide the Collateral Agent notice of (i) any breach of the Lease by Tenant at the same time as Landlord shall give such notice of such breach to Tenant; (ii) any legal action commenced by Landlord to evict Tenant from the Premises or to terminate or limit Tenant's right to use, possess or lease the Premises, promptly upon the commencement of any such action; and (iii) any cancellation or termination of the Lease, at least 30 days before such cancellation or termination, stating the grounds for cancellation or termination.

5. The Collateral Agent shall be entitled to use and occupy the Premises where the Collateral is located on a consecutive week-to-week basis for up to a total of 120 days from the earlier of (a) the date on which the Collateral Agent has obtained possession of the Premises, (b) the date of the notice given to the Collateral Agent pursuant to clause (ii) of paragraph 4 and (c) the date on which cancellation or termination of the Lease as described in clause (iii) in paragraph 4 becomes effective (the "Access Period"), for the purpose of holding, processing, manufacturing, selling, using, storing, liquidating, realizing upon or otherwise disposing of the Collateral. If any injunction or stay is issued (including an automatic stay due to a bankruptcy proceeding) that prohibits the Collateral Agent and Lenders from removing the Collateral (collectively "Injunction"), commencement or continuation of the Access Period shall be stayed until such Injunction is lifted or removed. If the Collateral Agent exercises its right to use and occupy the Premises and takes actual physical possession of the Premises the Collateral Agent shall promptly notify Landlord when possession and occupancy begins and ends or, if an Injunction is issued, shall promptly notify Landlord of the dates of those actions. The Collateral Agent agrees to promptly pay monthly Rent when due as provided in paragraph 5 of the Lease in effect on the date of this agreement at the Lease rental rate calculated when the Collateral Agent is entitled to use and occupy the Premises (A) during the Collateral Agent's use of the Premises and (B) during any period that the Landlord is precluded from reletting the Premises due solely to the Collateral Agent's use of, or exclusive right to use, the Premises under this agreement (such rent being determined without acceleration and without regard to any balloon payments); provided, however, in no event shall the Collateral Agent be obligated to pay rent for any period to the extent the Tenant has already paid rent for such period. Without limiting the generality of the foregoing, the Collateral Agent and Lenders shall have no obligation to remedy any defaults of Tenant, or to pay any share of real property taxes or other taxes, insurance, maintenance costs, or other sums payable by Tenant during any period described in clauses (A) or (B) above except to the extent those payment obligations are denominated as part of the "Rent" and amortized in monthly installments as described in paragraph 5 in the Lease. In the event the Collateral Agent is only in possession of a portion of the Premises which Landlord can segregate from the remainder of the Premises without cost to rent to others, the rent payable by the Collateral Agent shall be prorated based on the proportion that the portion of the Premises occupied by the Collateral Agent bears to the total Premises. Landlord acknowledges that except as explicitly set forth herein, the Collateral Agent and Lenders shall have no duty, obligation or liability whatsoever under the Lease in connection with its possession, occupancy or use of the Premises pursuant to the license granted herein.

6. Nothing contained in this agreement will be deemed (i) to obligate the Collateral Agent or any Lender to fulfill, perform, or comply with any obligations of Tenant or any Credit Party under the Lease or any other agreement in respect of the Premises under any circumstances, except as expressly provided herein, or (ii) to make the Collateral Agent or any Lender responsible for any acts or omissions

of Tenant or any Credit Party, or any of Tenant's or any Credit Party's respective officers, employees, or agents, or of any mortgagee.

7. Any notice required or desired to be given hereunder shall be directed to the party to be notified at the address stated herein or provided hereunder. The Collateral Agent's address for notices is set forth at the beginning of this waiver. Landlord's address for notices is set forth on the signature page hereto. All requests or notices provided for by this Agreement shall be deemed to have been properly given by (a) depositing the same in the United States Mail, postage prepaid by registered or certified mail, delivery return receipt requested or (b) by reputable overnight courier, in each case sent to the addresses specified for notice herein, or to such other addressees as may be specified in writing by either party by notice to the other party, or provided to Landlord by or for a Lender who has taken or asserts a right to take possession of the Premises. All notices shall be effective upon being deposited in the United States Mail or with a reputable overnight carrier on a business day and be considered received two days after the date sent.

8. This agreement does not imply a commitment to lend. The agreements contained herein shall continue in full force and effect during the Lease term until all credit facilities and financing arrangements between each Lender and each Credit Party have been terminated and all obligations of any Credit Party to any Lender have been fully paid and satisfied and are not subject to being set aside, recovered, rescinded or required to be returned for any reason; provided, that unless an extension is agreed to in writing by Landlord, the agreements contained herein shall terminate not later than (a) 120 days after the Collateral Agent takes possession of the Premises or (b) if an Injunction is issued that prohibits the Collateral Agent from removing the Collateral Agent, not later than 120 days after such termination. Landlord acknowledges that the Lenders may continue, at any time and without notice to or the consent of Landlord, to extend credit or other financial accommodations and loan monies to or for the benefit of the Credit Parties (or any of them) or their affiliates in reliance hereon. The Lenders may, at any time and from time to time, enter into such agreement or agreements with any Credit Party as the Lenders may deem proper, including, but not limited to, increasing the amount of, extending the time of payment of or renewing or otherwise altering the terms of all or any of the indebtedness of each Credit Party to the Lenders, including, but not limited to the Loan Agreement, without notice to or the consent of Landlord and without in any way thereby impairing or affecting the terms of this agreement.

9. Landlord will timely notify all successor owners, transferees, purchasers and mortgagees of the Premises of the existence of this agreement. This agreement expresses completely, exclusively and finally all the agreements, conditions and covenants of the parties and does not need evidence (written or oral) of prior, contemporaneous or subsequent statements or representations (express or implied) to reflect the intentions of the parties. The agreements contained herein may not be modified or terminated orally, and shall be binding upon Landlord and the Collateral Agent, Lenders, and their successors and assigns, and upon any successor owner or transferee of the Premises, and upon any purchasers, including, without limitation, any mortgagee, from Landlord. The Collateral Agent's and Lenders' obligation to pay rent to Landlord or to perform the terms of this Agreement, in each case as expressly provided herein, shall continue until fully satisfied.

10. This agreement shall be governed by and construed in accordance with the substantive laws of the State of Oregon, without regard to any conflicts of laws concepts. Venue for any unresolved dispute involving interpretation or enforcement of terms of this agreement shall be the Hood River County Oregon Circuit Court. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. A facsimile or digital copy (pdf) of this signed agreement shall be deemed to be an original thereof. No failure on the part of the Collateral Agent or any Lender to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise

of any right, power or remedy hereunder preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. THE COLLATERAL AGENT AND LANDLORD WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT. LANDLORD WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT LANDLORD MAY HAVE TO CLAIM OR RECOVER FROM THE COLLATERAL AGENT IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

*[Remainder of page intentionally left blank;  
signature page follows]*

IN WITNESS WHEREOF, the undersigned have caused this waiver to be executed and delivered on the dates stated. This Agreement shall take effect when last signed by Landlord, Turtle Island Foods, SPC and the Collateral Agent.

PORT OF HOOD RIVER – LANDLORD

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michael McElwee

Title: Executive Director

*Address for Notices:*  
Port of Hood River  
Attention: Executive Director  
1000 East Marina Drive  
Hood River, OR 97031

AGREED TO:

TURTLE ISLAND FOODS, SPC – BORROWER

DATE: \_\_\_\_\_

By:   
Name: JAMIE ATHOS  
Title: PRESIDENT & CEO

PROTEERRA FINANCE LLC – COLLATERAL AGENT

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Matthew Swanson  
Title: Director

[Signature Page To Landlord’s Waiver]