



## PORT OF HOOD RIVER COMMISSION

### AGENDA

Tuesday, November 16, 2021

Via Remote Teleconference

1000 E. Port Marina Drive, Hood River

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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 from the November 2, 2021 Regular Session (*Patty Rosas, Page 5*)
  - b. Ratify Contract with Bulldog Welding (*John Mann, Page 9*)
  - c. Ratify Contract with Duffy Group for CFO Search (*Michael McElwee, Page 23*)
  - d. Authorize Letter of Interest for USACOE Planning Assistance to States Grant for Habitat Evaluation of the Hood River Mouth (*Michael McElwee, Page 29*)
  - e. Approve Amendment No. 2 to Contract with Steve Siegel for Consulting Services related to Lot #900 MOU Negotiations (*Michael McElwee, Page 33*)
  - f. Approve Accounts Payable to Jaques Sharp in the Amount of \$16,975 (*Fred Kowell, Page 37*)
4. Informational Reports – (*Provided for information only, unless discussion requested by Commissioner*)
  - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 41*)
  - b. Underwater Pier Inspection Report (*Michael McElwee, Page 47*)
  - c. Tolling Interoperability with State of Washington (*Fred Kowell, Page 81*)
5. Presentations & Discussion Items
  - a. Potential Impacts to Port Recreational Properties related to Bridge Replacement (*Kevin Greenwood, Page 83*)
  - b. Commissioner Fox Discussion Items related to Bridge Replacement (*Commissioner Fox, Page 87*)
6. Executive Director Report (*Michael McElwee, Page 99*)
7. Commissioner, Committee Reports
  - a. Urban Renewal Agency – Chapman, Gehring
  - b. Hood River County Energy Council – Fox, Chapman
8. Action Items
  - a. Approve 2022 Waterfront Paid Parking Rate Schedule (*Daryl Stafford, Page 119*)
  - b. Approve 2022 Waterfront Event Rate Schedule (*Daryl Stafford, Page 125*)
  - c. Approve 2022 Marina Moorage Rate Schedule (*Daryl Stafford, Page 129*)
  - d. Approve 2022 Airport T-Hangar Lease Rate Schedule (*Daryl Stafford, Page 133*)
  - e. Approve Resolution 2021-22-3 Authorizing Application to the EDA FY 2021 American Rescue Plan Act Economic Adjustment Assistance Grant Program for Lot #1 Infrastructure Relocation and Road Construction (*Genevieve Scholl, Page 137*)
9. Confirmation of Commission Directives to Staff

10. Commission Call

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11. Executive Session under ORS 192.660(2)(e) real estate negotiations.

12. Possible Action

13. Adjourn

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

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

**From:** Port of Hood River <[donotreply@portofhoodriver.com](mailto:donotreply@portofhoodriver.com)>  
**Sent:** Tuesday, October 26, 2021 10:13 AM  
**To:** Genevieve Scholl <[gscholl@portofhoodriver.com](mailto:gscholl@portofhoodriver.com)>  
**Subject:** Contact Form Submission from Port of Hood River Website

This was entered into the Contact Form on the Port of Hood River Website:

Name: Eric Cohn  
Email: [ericnhollyhr@gmail.com](mailto:ericnhollyhr@gmail.com)

Dear Port,

Now that my wife is wheelchair bound, I am starting to see the World through her eyes. We love going down to the water, specifically The Hook, and the Sand Spit. Unfortunately, the speed bumps are at a height that cause our wheelchair van to bottom out to the point that I don't feel like I can access either of those locations anymore. Wheelchair vans have lowered floors to accommodate maximum ADA ramp angles.

I would like to propose either of two options:

1. Lower the bump heights to allow for safe passage of wheelchair vans

or

2. Lower or remove 1/2 of each bump in an alternating fashion laterally. This would discourage excess speed, though require a weaving course for vans like mine, but would be a perfectly acceptable solution on my end.

Message:

If you would like, I can drive the van down and meet with some Port officials to determine a bump height for wheelchair vans. Mine is a BraunAbility van, which is pretty much the standard build for wheelchair vans.

I look forward to hearing from you at your earliest convenience.

Respectfully,  
Eric and Holly Cohn  
Hood River, OR  
541-399-3210

Received Friday, November 11, 2021 –

I'd love to but I teach Zoom math 5-8 pm every Tuesday.

In a nutshell, a standard Braunability handicap van cannot clear the speed bumps at Hook/Spit without significant/severe under carriage issues. I have to believe there is an easy modification.

Navigating wheelchair life is new to me, and a real eye opener. Folks park in the stripped zones next to handicap making it impossible to deploy the ramp, or park illegally in the handicap spot, many curbs are too high meaning I can't open the side door unless I park 10" from curb which puts me uncomfortably into roadway and drivers start flipping me off. The list goes on.

In the case of the Port gravel roads, it seems fairly straightforward to shave some height off. I'm not in this "battle" for a single person—my wife. She has rapid progression ALS and she does not have much time left. Rather, I feel like I need to help represent the somewhat "invisible" population of the handicap. To be clear, they were invisible to me too prior to our diagnosis. I truly see my surroundings in an entirely new light now.

Kind Regards,

Eric

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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 p.m.**  
**Regular Session**

**Present:** Commissioners: Ben Sheppard, Kristi Chapman, Mike Fox, Hoby Streich and Heather Gehring. Legal Counsel: Jerry Jaques, Anna Cavaleri. From Staff: Michael McElwee, Kevin Greenwood, Daryl Stafford, Fred Kowell, Genevieve Scholl, and Patty Rosas.

**Guests:** None

**Absent:** Greg Hagbery

**Media:** None

1. **Call to Order:** Vice President Kristi Chapman called the meeting to order at 5:01 p.m.
  - a. **Modifications or additions to the agenda:** Add memorandum from Commissioner Fox to 5(b). Add Follow on Actions Related to Bridge Replacement to 5(c). Two corrections to the minutes 3(a) regarding Urban Renewal and Bi-State Working Group (BSWG).
2. **Public Comment:** None
3. **Consent Agenda:**
  - a. Approve Minutes from the October 19, 2021, Regular Session with modifications as follows: Commissioner Chapman corrected the record of the Urban Renewal Agency meeting, noting that there are two routes to establish the Cascade urban renewal fund, one is to wait until the Waterfront fund sunsets, and the other is to start up the Cascade fund before the Waterfront fund sunsets. Commissioner Chapman notes that both approaches have pros and cons and the Urban Renewal Agency will be examining both. Commissioner Fox corrected the minutes to note that the sentence attributed to him that a bond would be used to fund a portion of the costs of bridge replacement should be attributed to Michael McElwee.
  - b. Approve Permit to Conduct Cable Maintenance for Spectrum Pacific West, LLC on the Bridge.
  - c. Authorize Executive Director to Sign Letter of Support for the Columbia River Ag Technology Coalition.
  - d. Approve Addendum No. 1 to Ground Lease with Cardinal Glass IG at the Lower Mill

**Motion:** Approve Consent Agenda  
**Move:** Hoby Streich  
**Second:** Mike Fox  
**Discussion:** None  
**Vote:** Unanimous

4. **Informational Reports:** None

5. **Presentations & Discussion Items:**

- a. **Port Buildings Triple Net Lease Template** – Michael McElwee reported that in 2019 the Port moved from a modified “Gross” lease structure to a triple net lease structure for all leased real estate. The previous lease structure was not covering variable expenses such as maintenance, insurance, common area expenses, nor depreciation. These expenses are now captured by including a “Load Factor,” a Consumer Price Index (CPI) increase and a “Additional Rent” component. The Port has already phased in the new lease structure with most tenants now leasing under the new structure. The policy will be fully implemented by 2024.

- b. **Replacement Bridge Management Contract RFQ Draft** – Kevin Greenwood provided a copy of the RFP to the Commission for review. ODOT is developing a small procurement team to review the RFP. Their approval of the document is critical as the contract must meet both state and federal requirements for the Port to obtain the grant reimbursement. Commissioner Fox requested modifications to the RFP. Commissioner Fox presented a list of recommended changes to the RFQ draft including the following:
- Section 2.8 Key Personnel – Reinstate the financial penalty clause that addressed penalties for changes to key personnel post award of contract.
  - Section 5.2 Understanding and Approach by Contractor – Rewrite this section to match earlier versions and describe what topics we want to see and hear through the process.
  - Section 6 Contractor Selection – Change to limit oral board reviews to the top three scored proposals.
  - Section 1.4.5.1 page 5 – Change to subject contractor reporting directly to the Executive Director, not the Project Director.
- Greenwood supported making these changes and submitting an updated draft to legal counsel for review before sending to the agency partners for their review. McElwee asked for clarification of Commission consensus for that action. Commissioner Fox responded that the Port Commission should review legal counsel’s next draft before it is sent to the agencies if legal counsel rejects or makes material edits to these changes. Commissioner Chapman confirmed that if legal counsel approves of these changes, staff can send to the agencies for review.
- c. **Follow on Actions Related to Bridge Replacement** – Commissioner Fox noted that at the last BSWG meeting, the Port brought in 3 consultants and presented the status of funding activities. The BSWG requested that the consultants provide other options for obtaining \$30 million by June 2022 to fully fund the design contract. Commissioner Fox requested Commission direction to the Executive Director to work with contract legislative team to develop a plan to secure \$30 million in state or federal funding by June 2022 for the RBMC and design contracts with a deadline for a report to the BSWG by November 8. Commissioner Chapman asked McElwee if he felt that was feasible. McElwee replied that he and the legislative team had responded to the BSWG during their meeting that while such a request was highly unlikely, they would meet and discuss options and report back to the BSWG. Commissioner Fox commented that with this request he was trying to follow the appropriate protocols. Commissioner Sheppard requested that the BSWG meetings conclude with confirmation of consensus decisions and requests for Port Commission actions, with Port staff opportunity to note whether such action requires Port Commission action, to better organize the requests. McElwee affirmed such practice would be beneficial and affords time for legal review that may be needed by the Commission. Commissioner Fox agreed and requested that the minutes reflect this agreement.
- Commissioner Fox asked the Commission to direct staff to provide updated costs and financial impacts of the replacement bridge construction project related specifically to minimizing or eliminating public access to the Hood River Marina to the contractor WSP to inform the update to the Preliminary Cost Estimate by November 8, so as not to delay the work to develop the updated PCE. He noted this would be an estimate, not a commitment to the work described. Commissioner Chapman asked McElwee whether this would be feasible. McElwee responded that no, the request was too specific, too premature, and with too short a deadline to be feasible. McElwee noted that the EIS assumed the Port office, maintenance shop, Marina boat ramp facilities and Marina green would be minimally impacted by the project. The updated PCE assumes that the office and shop would be demolished, and the entire Marina green and Marina parking lot would be used for construction staging lay down. McElwee noted that while this is for estimating purposes only, it contravenes everything we’ve described in the EIS to the resource agencies and the approved

Section 4(f) letters already approved by the Commission. While project elements are expected to change and the EIS will certainly be updated, the Port needs to address these issues more thoughtfully and in conference with the resource agencies and the contractors. Commissioner Sheppard asked what a reasonable timeline would be. McElwee suggested a meeting with Commissioner Fox and Commissioner Anderson late the following week, after the WSP team and staff have a chance to discuss the issue on Monday. Commissioner Fox said that he has grave concerns of traffic patterns and marine vessel traffic during construction safety-wise. Commissioner Streich asked whether Lot 1 would be valuable as a staging area. McElwee noted access challenges for Lot 1, noting that the land closest to the construction area is best, but there are trade-offs. Commissioner Fox described the logistical challenges for Lot 1 vis a vis large equipment. McElwee reiterated that while changes to the EIS are expected, and that this about making assumptions for the purpose of updating PCE should include reasonable estimates of such impacts, there are real political and practical implications for tenants, public users, operations and so on, so he felt that the Port had to take a more thoughtful approach to developing and publishing such assumptions. Genevieve Scholl noted the timing of the federal infrastructure funding bill approval, and the proximity to the conclusion of the NEPA process and the Record of Decision being a major milestone in the project's eligibility for consideration for large federal grants and asked whether this update to the PCE would in effect delay such eligibility. Commissioner Fox responded that this update to the PCE should not modify the ROD. Commissioner Fox then provided advice on how to negotiate with the tribal entities. Commissioner Chapman suggested that no formal action was required, but that further discussion would be required. McElwee agreed, but noted he understood the intent to move forward with the estimate. McElwee further clarified the role of the Port in the context of negotiations with tribal entities to explain that the Port is not the negotiator, nor does it direct the negotiations with the tribal entities, but rather those negotiations are between the state and federal authorities and the tribal representatives. Commissioner Fox requested that staff ensure the negotiators understand that there were other items that should be considered (river access, land leasing for construction activities) that should be included in the initial negotiation. McElwee confirmed that staff understood this is the aspirational approach of the Commission and staff would pursue such ends. Greenwood noted the tribal concern of housing, noting that at least 15 families reside at the fishing site, and further noted the cultural assets and the site's spiritual significance as also important for consideration. Commissioner Chapman called for further comment and hearing none moved to the Directors Report.

#### 6. Executive Director Report:

- a. **Administration** – McElwee suggested rescheduling Fall Planning to December 7. Commissioners approved the date change. Fred Kowell announced that he will be retiring at the end of this calendar year. McElwee noted that the Port has had an agreement with Mount Hood Meadows for several years for employee and skier bus parking on E Portway. Columbia Area Transit (CAT) received a grant a couple years ago and there is now an agreement with CAT as well. McElwee added that these are six-month agreements and believes this is something the Port should support.
- b. **Development/Property** – Neal Creek Forest Products has opted to extend their lease for another six-months at Lowe Mill.
- c. **Airport** – McElwee noted that the monitoring report came back for the compensatory wetlands. There are invasive plants that decreases the functionality of the wetlands. A plan will need to be developed in early spring to get rid of the invasive plants.
- d. **Bridge/Transportation** – The wires on the bridge will be repaired on November 10. Charter will compensate the Port for loss of toll revenue during the closure times, and for time that the Port staff has put into this.

**7. Commissioner, Committee Reports:**

- a. **Energy Council** – Commissioner Fox reported that he is now serving as the Port representative on the Hood River County Energy council. The Energy council’s work plan notes that the Port will provide solar panels to some of the hangars at the airport. Commissioner Fox requested clarification on whether the Port would provide the solar panels. McElwee noted that this was incorrect. The Port did receive a small grant to explore the solar feasibility but has not made any commitment.
- b. **Airport Advisory Committee (AAC)** – Commissioner Gehring reported the AAC would like an update on the ground lease information that was going to be gathered by Commissioner Streich. The AAC was also interested in the live cameras for the airport and suggested linking the cameras to an FAA site for weather updates.

**8. Action Items:**

- a. **Approve 2022 T-Hangar Lease Rates** – Daryl Stafford provided rate options for the 2022 annual rate increase for the T-Hangars.

**Motion:** Approve 2022 T-Hangar Lease Rates

**Move:** None

**Second:** None

**Discussion:** Commissioners have deferred this item till the next meeting for further discussion with Greg Hagbery.

**Vote:** None

- b. **Approve 2022 Marina Moorage Rates and Rules & Regulations** – Daryl Stafford provided a summary of other local Marina 2021 rates for comparison. Stafford also presented changes for 2022 Marina Rules and Regulations that was recommended by Staff and the Marina Committee to be implemented in January of the following year.

**Motion:** Approve 2022 Marina Rules and Regulations, subject to legal counsel review.

**Move:** Heather Gehring

**Second:** Ben Shepard

**Discussion:** None

**Vote:** Unanimous

**Motion:** Approve 2022 Moorage lease rates.

**Move:** None

**Second:** None

**Discussion:** Commissioner Shepard requested to see what the numbers look like in the top 15%. This item has been deferred to the next meeting for further discussion.

**Vote:** None

**9. Confirmation of Commission Directives to Staff:**

- a. Commissioners requested further discussion with Greg Hagbery regarding airport real estate matters.
- b. Commissioner Shepard requested a comparison of the moorage lease rates in Oregon’s marinas in that are in the top 15 percentile cost range with the Port’s current rates.



**10. Commission Call:** None

**11. Executive Session:** Vice President Chapman recessed Regular Session at 5:27 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) real estate negotiations, and ORS 192.660(2)(f) to consider information or records that are exempt from public inspection.

**12. Possible Action:** Commissioner Chapman adjourned the Executive Session at 8:06 p.m. and reconvened the Regular Session.

Authorize Amendment No. 1 to Lease with Columbia Gorge News in the DMV Building.

**Motion:** Authorize Amendment No. 1 to Lease with Columbia Gorge News in the DMV Building.

**Move:** Heather Gehring

**Second:** Mike Fox

**Discussion:** None

**Vote:** Unanimous

**13. Adjourn:**

**Motion:** Adjourn the meeting

**Vote:** Unanimous

**MOTION CARRIED**

The meeting adjourned at 8:09 p.m.

Respectfully submitted,

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Patty Rosas

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# Commission Memo



Prepared by: John Mann  
Date: November 16, 2021  
Re: Bi-Annually Deck Welding

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The Port of Hood River contracts biannually to perform maintenance and repair welding to the steel grate bridge decking. Bulldog Welding provides four (4) welders and equipment for 10 working days with a not to exceed amount of \$25,920.00. This work began November 8 and will continue weekdays through November 24, from 8:00 a.m. - 3:00 p.m.

**RECOMMENDATION:** Ratify contract with Bulldog Welding for a not to exceed amount of \$25,920.00.

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**PUBLIC WORKS CONTRACT**  
between  
**PORT OF HOOD RIVER, OREGON**  
And  
**Bulldog Welding.**

**THIS CONTRACT SHALL BE BINDING ON THE PORT  
ONLY IF IT IS SIGNED BY THE AUTHORIZED DESIGNEE**

This Small Construction Contract (“Contract”) is made by and between Port of Hood River, Oregon (“Port”) and Bulldog Welding & Specialties, LLC. (“Contractor”). The parties agree as follows:

**Project Title: Bridge Welding Fall 2021**

**Purpose: To weld bridge decking, November 8, 2021- November 12, 2021 and November 15, 2021- November 19, 2021- November 22, 2021 - November 24, 2021.**

**No welding November 10, 2021, November 11, 2021, November 17, 2021.**

**Location of Work: 1000 E Port Marina Drive Hood River, OR. 97031**

**CONTRACTOR DATA**

**Contractor must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Contract.** Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor.

**Full Business Name: Bulldog Welding & Specialties, LLC.**

**Contact Person: Sheanna Schacher**

**Address: 6876 Wells Rd**

**City, State, ZIP: The Dalles OR. 07058**

**Business Telephone: 541-769-0556**

**Fax:**

**Email:**

**Oregon CCB License Number: 155219**

**Contract Amount Not To Exceed: \$25,920.00**

**\*All information in this contract is subject to public records law.**

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**TERMS AND CONDITIONS**

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
  - a. Contract Start Date: November 8 , 2021
  - b. Anticipated Final Completion Date: November 24, 2021
  - c. “Work Time In Calendar Days”: 10 working days.
  - d. No work on Wednesday November 11, 2021 as this is a Port observed Holiday.
2. **Contractor’s Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:  
Exhibit A – Statement of Work, Compensation, Payment agreed to in writing prior to signing.  
Exhibit B – Insurance Requirements

- Exhibit C – Certification Statement for Corporation or Independent Contractor
- Exhibit D – Workers’ Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt
- Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
- Exhibit F – Request for Quotation; N/A as it is an emergency repair
- Exhibit G – Contractor’s Response to Quotation
- Exhibit H – W-9 Taxpayer Identification Number and Certification. To be submitted to Port.
- Exhibit I – ORS Chapter 279C Standard Terms for Public Works
- Exhibit J – ORS Chapter 279B Standard Terms
- Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

6. **Subcontracts and Assignment.** Contractor may not subcontract, assign, or transfer any of its interest or duties, under this Contract without the prior written consent of Port. Port may withhold such consent for any or no reason. If Port consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Port. This Contract is not assignable by the Contractor, either whole or in part, unless the Contractor has obtained the prior written consent of the Port.
7. **Other Contractors.** Port reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the Port. When requested by Port, Contractor shall coordinate its performance under this Contract with such additional or related work.
8. **Nonperformance.** As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Port, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.
9. **Escalation.** Any price or cost adjustments shall be submitted to the Port by the Contractor prior to the time in which such changes are to become effective and work is performed. The Port reserves the right to reject any modifications of the Contract unacceptable to the Port.
10. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
  - a. Mutual: Port and Contractor may terminate this Contract at any time by written agreement.
  - b. Port’s Sole Discretion: Port in its sole discretion may terminate this Contract for any reason on 30 days’ written notice to Contractor.
  - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
  - d. Contractor Licensing, etc.: Notwithstanding paragraph 10(c), Port may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
  - e. Payment on Early Termination. Upon termination pursuant to Section 10, “Early Termination,” Port shall pay Contractor as follows:
    1. If Port terminates this Contract for its convenience under Section 10(a) or 10(b), then Port must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Port shall not be liable for any direct, indirect, or consequential damages. Termination by Port shall not constitute a waiver of any other claim Port may have against Contractor.
    2. If Contractor terminates this Contract under Section 10(c) due to Port’s breach, then Port shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
    3. If Port terminates this Contract under Sections 10(c) or 10(d) due to Contractor’s breach, then Port must pay Contractor for work performed before the termination date less any setoff to which Port is entitled and if and only if Contractor performed such work in accordance with this Contract.


11. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
  - a. If terminated under 10(c) by the Port due to a breach by the Contractor, the Port may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the Port the amount of the reasonable excess.
  - b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to any other equitable and legal remedies that are available.
  - c. If the Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
13. **Inspection and Acceptance of Work.** Port shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port.
14. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
  - a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
  - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos-containing materials ("ACM") are present in various locations throughout the building. It is the Port's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees, and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port. Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance manuals.
18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in

the specific instance and for the specific purpose given.

- 20. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; marital status; familial status; economic status or source of income; mental or physical disability or perceived disability; or military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personnel policies.
- 21. **Removal of Debris.** Contractor shall remove damaged guardrails and bridge beam ends, all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHED EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT. I UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

**CONTRACTOR:**

  
 \_\_\_\_\_  
 Contractor's Signature  
 Sheanna Schacher  
 \_\_\_\_\_  
 Contractor's Printed Name

Owner  
 \_\_\_\_\_  
 Contractor's Title  
 11/5/21  
 \_\_\_\_\_  
 Date

NOTE: Contractor must also sign Exhibit C and (if applicable) Exhibit D.

**PORT OF HOOD RIVER, OREGON SIGNATURE**

(This contract shall not be binding on the Port until signed by the appropriate signing authority)

  
 \_\_\_\_\_  
 Michael McElwee, Executive Director  
 11/16/21  
 \_\_\_\_\_  
 Date



## PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

Work will be done at 1000 East Port Marina Dr. Hood River OR, 97031

## Bridge Welding Fall 2020, Hood River Interstate Bridge

### SCOPE AND SPECIFICATIONS OF WORK

The Contractor shall provide four (4) welders and provide ten (10), eight (8) hour workdays of welding. The 8 hours includes drive time each way for a total of 7 hours on the bridge welding daily. The Port of Hood River will provide flagging operations for this work.

### Deliverables

The Contractor shall provide 4 welders for 10 days from November 9, 2021 -November 20, 2021. The contractor shall work ten (10), eight (8) hours days. The 8 hours each day include drive time from the Dalles. The contractor shall begin on the north end of the south bound lane. On bridge welding to take place 7:30-2:30 daily.

Contract total: \$25,920.00

#### CONTRACT WAGE RATES:

- This project is NOT subject to prevailing wages.
- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

**TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS NOT TO EXCEED: \$25,600.00**

**INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:**

John Mann  
Port of Hood River  
1000 E. Port Marina Drive  
Hood River, OR, 97031

If submitted electronically, to:

[porthr@gorge.net](mailto:porthr@gorge.net)

If faxed to: (541) 386-1395

**PORT SHALL MAKE PAYMENT TO: Bulldog Welding & Specialties, LLC.**

PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit D). THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit D In lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than: \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. Required by Port Not required by Port

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than: \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage. Required by Port Not required by Port

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than: \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles. Required by Port Not required by Port

Excess Umbrella Liability insurance, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than: \$2,000,000, \$5,000,000, each occurrence with an annual aggregate limit of \$5,000,000, \$10,000,000, Required by Port Not required by Port

Builders All-Risk or Installation Floater: insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor. This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District. Required by Port Not required by Port

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish current Certificate(s) of Insurance to the Port upon request of the Port. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the Port. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the Port, its agents, officers, and employees are Additional Insured's with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the Port. Jones Act: Contractor must be aware of the requirements of the Jones Act, and maintain Jones Act insurance coverage necessary to perform work on or over water at all times during the term of this Contract.

PUBLIC WORKS CONTRACT PORT OF HOOD RIVER,  
OREGON

CERTIFICATION STATEMENT FOR CORPORATION  
OR INDEPENDENT CONTRACTOR

**NOTE: Contractor Must Complete EITHER A OR B below (do NOT sign both):**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

I certify under penalty of perjury that Contractor is a [check one]:

Corporation  Limited Liability Company  Partnership authorized to do business in the State of Oregon.

*Shanna Obchoke*  
Signature

Owner  
Title

11/5/21  
Date

OR

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

Contractor certifies under penalty of perjury that the following statements are true:

1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, **and**
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set-aside as the location of the business.
- B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- C. My business telephone listing is separate from my personal residence telephone listing.
- D. I perform labor or services only under written contracts.
- E. Each year I perform labor or services for at least two different persons or entities.
- F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**X** Not Applicable

**PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON  
WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

**SOLE PROPRIETOR**

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor will not hire employees to perform this contract.

**CORPORATION - FOR PROFIT**

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.

**CORPORATION - NONPROFIT**

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor will not hire employees to perform this contract.

**PARTNERSHIP**

- Contractor is a partnership, and
- Contractor has no employees, and
- All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**LIMITED LIABILITY COMPANY**

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work will be performed by the members; Contractor will not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.\*\*

**\*NOTE:** Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**\*\*NOTE:** Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

**ONLY SIGN AND COMPLETE THIS FORM IF CLAIMING TO BE EXEMPT FROM WORKERS COMPENSATION COVERAGE**

\_\_\_\_\_  
Contractor Printed

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Dat

**PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON**  
**STANDARD ORS CHAPTER 279C PUBLIC WORKS CONTRACT TERMS**

1. ORS 279C.800 to 279C.870: Contractors and subcontractors must pay workers on public work projects no less than the applicable state prevailing rate of wage for the type of work being performed ORS 279C.830(1)(c); OAR 839-025-0020(3)(a). The applicable prevailing wage rates are July 1, 2016 Rate Schedule (Current prevailing wage rates, and any applicable amendments, can be found at [www.oregon.gov/boli](http://www.oregon.gov/boli)). Contractor and any subcontractors shall post the prevailing wage rates ORS 279C.840 (4); OAR 839-025-0033(1) and details of fringe benefit programs ORS 279C.840 (5); OAR 839-025-0033(2) in a conspicuous and accessible place on the project site.
2. ORS 279C.830: If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act the Contractor must pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830 (1) (d); OAR 839-025-0020(3) (b). The applicable state prevailing wage rates can be found at [www.oregon.gov/boli](http://www.oregon.gov/boli). The applicable federal prevailing wage rates can be found online at [www.wdol.gov](http://www.wdol.gov).
3. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, the Contractors shall:
  - a. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
  - b. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
4. ORS 279C.845: This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
  - a. Every Contractor and subcontractor on a covered project must file certified payroll records with the Port. Contractors and subcontractors must complete a certified payroll statement for each week a worker is employed on a public work. These certified payroll statements must be submitted once a month, by the fifth business day of the following month, to the Port ORS 279C.845; OAR 839-025-0010. For each worker, Contractors and subcontractors must submit name and address, work classification, the number of hours worked each day, the pay rate, gross amount paid, deductions and net amount paid, and the hourly equivalent contributed to any party, plan or program for fringe benefits and the type of benefit provided. If fringe benefits are provided to workers as wages, this must be shown as well. To help Contractors and subcontractors satisfy the filing requirement, form WH-38 can be found on BOLI's website at [www.oregon.gov/boli](http://www.oregon.gov/boli).
  - b. Notwithstanding ORS 279C.555 or 279C.570(7), the Port shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the Port. The Port and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

**PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON****STANDARD ORS CHAPTER 279B GOODS AND SERVICES CONTRACT TERMS –  
APPLICABLE IF NOT A PUBLIC IMPROVEMENT CONTRACT**

1. **Maximum hours of labor:** Contractor shall comply with the maximum hours of labor as set forth in ORS 279B.020 and ORS 279B.235.
2. **Contractor Payment Obligations:** the Contractor shall:
  - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
  - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, municipal corporation or subdivision thereof, on account of any labor or material furnished.
  - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. **Recycling:** If the contract involves for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. **Medical and Workers Compensation:** The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state).

**PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON**  
**STANDARD ORS CHAPTER 279C PUBLIC IMPROVEMENT CONTRACT TERMS**

1. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school Port, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
2. ORS 279C.510: If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
3. ORS 279C.515: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer or officers representing the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay a person furnishing labor or materials under this Contract within 30 days after being paid by Port or Contractor, Contractor or first-tier subcontractor shall pay the amount due plus interest charges starting from the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment. The rate of interest charged to the Contractor or first-tier subcontractor shall be in accordance with ORS 279C.515(2). The amount of interest may not be waived. A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580.
4. ORS 279C.520: Contractor must pay daily, weekly weekend, and holiday overtime. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and a half pay:
  - a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
  - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c. For all work performed on Saturday, Sunday, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.  
Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before start of work on this contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work ORS 279C.520 (2); OAR

839-025-0020(2)(c).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

5. ORS 279C.520(1)(b) and (c) (Pay Equity):
  - a. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Port to terminate the contract for cause.
  - b. Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who does so.
6. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for the services. To the extent any of Contractor's employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit D if you believe you may be exempt from this requirement.
7. ORS 279C.545: Workers employed by the Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, providing the Contractor has:
  - a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
  - b. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
8. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the Port. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port, interest shall be due on such claim as specified in ORS 279C.515 (2) at the end of the 10-day period that payment is due under ORS 279C.580 (3). Contractor shall require each first-tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.



# Commission Memo



Prepared by: Michael McElwee  
Date: November 16, 2021  
Re: Duffy Group Contract

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With Fred Kowell's coming retirement, there is a critical need to fill the CFO position.

To augment our recruitment efforts, on October 29 I executed an agreement with the Duffy Group ("Duffy"), a recruitment firm based in Arizona. Duffy was retained this past spring when there was an upcoming need to fill the Development Manager position. Duffy was recommended to me by the Special Districts Association of Oregon ("SDAO") in early 2021 because they bring strong skills utilizing both social media platforms and direct contact attract strong candidates. They also offer a "menu" approach to services with a time and materials approach to compensation which results in significant cost savings.

Finding the right person to fill Fred's important position will be a difficult task. The hiring environment is challenging due to the impacts of COVID and the housing cost in our area will be problematic for some candidates. Utilizing Duffy Group will help our efforts. I estimate the total fee for their services will be \$8,000 - \$15,000.

**RECOMMENDATION:** Authorize contract with Duffy Group, Inc. for recruitment services associated with Chief Financial Officer position.

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Port of Hood River  
Chief Financial Officer  
October 28, 2021

RECRUITMENT REDEFINED.

### Overview

Duffy Group is providing this Statement of Work document to outline our recruiting model, and to develop a customized strategy for Port of Hood River to recruit a Chief Financial Officer. As an hourly based recruiting organization, we customize each project based on our client's specific needs and the agreed upon strategy.

*We recognize that Port of Hood River has a need to hire a Chief Financial Officer to replace the retiring incumbent. Reporting to the Executive Director, the Chief Financial Officer is responsible for the general areas of finance, Human Resources, Risk Management, IT, tolling systems, camera technology, secured payment systems, and supervision of tolling and office staff.*

*The ideal candidate will have prior state budgeting experience and accounting knowledge to prepare an Annual Financial Report is required to be in compliance with current debt covenants. Experience and skill in debt financing, accounting and financial systems is required to provide the management insight and planning necessary to provide the process/organizational structure that would be in line with best practices and to be in compliance with GAAP, state budget laws, and debt covenants. The development and compliance with state contract/purchasing guidelines.*

*Our recruiting strategy will target municipalities within Port of Hood River and the surrounding areas first. The salary range is \$87,504 to \$117,264 (can go higher) and the max range for future growth is \$135,000-\$140,000.*

### Our Process

Our process was designed to provide flexibility and add value to every recruitment task. We begin with an in-depth situation assessment to understand the job requirements and responsibilities and, just as importantly, the culture and personality of the organization. Then we act with a sense of urgency, knowing that our clients want and need to get their positions filled in a timely manner. Ultimately, only the most targeted candidates are presented for final consideration.

Along the way, each step in the process can be utilized as a sole solution for your organization or coupled together as a holistic approach to recruitment, competitive intelligence gathering as well as workforce planning. The disciplined recruiting process we follow is designed to provide flexibility and value to every client recruitment task and need. The steps are:

- **Strategy Development**
  - Assess situation
  - Sharpen focus to drive success
  - Develop customized strategy
- **Recruitment Research**
  - Uncover "hidden" talent
  - Go well beyond job boards
  - Get the right people in front of you
- **Position Promotion**
  - Generates candidate enthusiasm

- Sells the opportunity
- Provides understanding of the role, company and culture
- **Candidate Evaluation**
  - Comprehensive background research
  - Customized in-depth interviews
  - Detailed profiles
- **Presentation and Report**
  - Report on all candidates researched – valuable for future searches
  - Well beyond a list of names – contact information included
  - Includes market data such as compensation

### Our Guarantee

- We talk to potential candidates who are currently in the stated position or those whose next logical career step would advance them to this position.
- Gather competitive market data information.
- Conduct thorough interviews and provide factual and detailed information, as provided by candidates, relating to their employment history and relevant work experience.
- Act and think like an extension of your team.
- We will provide you a short list of thoroughly vetted candidates who we believe best meet your requirements, where possible.
- Weekly status reports will be provided.

### Your Role

In today's economy, it is more challenging than ever to identify and lure good talent. Our experience shows that projects are most successful when we work in close partnership with the hiring manager. Additionally, our clients positively impact their search when they:

- Spend the time up front with the Duffy Practice Leader to develop and refine the strategy.
- Respond as quickly as possible to inquiries from the Duffy Practice Leader during the search process. Conversely, we will respond immediately to your inquiries as well. We are committed to helping you get the most for your investment in our services.
- Contact potential candidates within three days; qualified candidates disappear. They have many choices and we want their choice to be you!
- Keep the Duffy Practice Leader in the loop as the process moves forward so we can assist with the prospects "behind the scenes" in order for you to yield the most from the research.

### Fee Schedule

Our flexible pricing model enables clients to buy services needed. Our services will be performed at an hourly rate of \$150.00.

### We Appreciate this Opportunity!

From the moment you engage Duffy Group, you begin maximizing your recruitment resources. As a virtual extension of your human resources team, our experienced professionals focus on delivering value in every aspect of the process. Talent gaps, especially at the professional level, restrict your organization's productivity and bottom-line on a daily basis. We understand the importance of quality candidates and an effective process that provides a solid return-on-investment.

Additional Terms and Conditions

Duffy Group invoices our clients biweekly by email. Any payments required to be made by Port of Hood River that are not timely made, or that are reversed or dishonored, shall bear interest from the date due until paid at a per annum rate equal to the prime rate of interest announced from time to time plus six percent. If any payments required to be made by Port of Hood River are not timely received, Duffy Group shall have the right to cease performance of the services, without liability to Port of Hood River. The prevailing party in any proceeding or litigation between the parties arising as a result of any breach or dispute under this Agreement shall be entitled to receive from the other party an award of its reasonable attorneys' fees incurred in connection with such proceeding or litigation. In any dispute arising out of this Agreement, neither party will be liable to the other for incidental, consequential, special, indirect or contingent damages (including loss of goodwill, sales, or profits). The total liability of Duffy Group (including its agents and employees) on any claim, whether in contract, tort (including negligence) or otherwise arising out of, connected with or resulting from the performance, delivery, or use of the services shall not exceed the compensation received by Duffy Group for services during the sixty days preceding the accrual of the claim. Any action against Duffy Group permitted under this Agreement and not brought within twelve months after the cause of action accrued shall be deemed barred. This Agreement does not constitute, and nothing contained in this Agreement shall be constructed to create, a partnership or joint venture between the parties; Duffy Group is acting solely as an independent contractor to Port of Hood River. This Agreement will be enforced under the substantive laws of the State of Arizona. Port of Hood River irrevocably consents to jurisdiction and venue in the United States District Court for the District of Arizona and the Superior Court of the State of Arizona, Maricopa County.

*Your investment in our expertise provides a unique path to recruiting the right people for your organization. We are happy to present our services to you and look forward to the opportunity of working with you on this project.*

Sincerely,

*Sharon Grace*

Sharon Grace  
Practice Leader

Acceptance and Authorization

By: 

Title: *Executive Director*  
Port of Hood River

Date: *10/29/21*

©2021 Duffy Group, Inc.

*This statement of work and any attachments are confidential and may be protected by legal privilege. If there is any litigation to enforce or interpret any provision or right of this document, the prevailing party in the litigation is entitled to an award of all taxable and non-taxable costs, actual attorneys' fees, and others expenses (through trial and appeal) against the unsuccessful party.*

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# Commission Memo



Prepared by: Michael McElwee  
Date: November 16, 2021  
Re: Hood River Confluence Study  
Letter of Interest

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In July 2020, the 116<sup>th</sup> Congress approved the 2020 Water Resources Development Act (“WRDA”) bill which was later signed by the President. WRDA included Congressional authorization for the following study:

*(29): “Project for ecosystem restoration, Hood River at the confluence with the Columbia River.*

The Port actively advocated for this study authorization because of the growing recreational use of the Sandbar and surrounding area, combined with the importance of the lower Hood River for salmon and steelhead recovery as identified in the Hood River Basin Partnership Strategic Action Plan. This plan was developed by nine entities in the watershed, including the Hood River Watershed Group (“HRWG”), Hood River Soil and Water Conservation District, Confederated Tribes of the Warm Springs, U.S. Forest Service, Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, and the three major irrigation districts in the basin.

The study would be carried out by the U.S. Army Corps of Engineers (Corps) and is expected to cost approximately \$3 million. Authorization in the WRDA bill streamlines the process for the Corps to request appropriations for the study in its FY23 budget. The Corps typically covers 50% of the study cost in addition to a cost-share waiver of \$511,000 afforded to the Tribes as a project co-sponsor.

Staff has been working closely with Cindy Thieman, director of the Hood River Watershed Group, and Valerie Ringold, Planning Chief of the Corps’ Portland District, to better understand how a study of this magnitude might be funded, scoped, and implemented. There is strong interest in this project from the Confederated Tribes of the Warm Springs and other local partners. Fund raising by the HRWG can secure most or all of the local match needed to fund the study.

The attached Letter of Interest (“LOI”) does not commit the Port to any financial contribution but is needed to allow the project to be included in the Corp’s FY23 budget appropriations request. The Confederated Tribes of the Warm Springs may submit a similar LOI.

**RECOMMENDATION:** Authorize Letter of Interest to the U.S. Army Corp of Engineers for an Ecosystem Restoration Study of the Hood River at its confluence with the Columbia River.





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

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

November 16, 2021

Valerie Ringold  
Planning Chief, Portland District  
Attn: CENWP-PM-F (Valerie Ringold)  
333 SW 1<sup>st</sup> Ave  
Portland, OR 97204

Dear Ms. Ringold:

This letter is to seek the assistance of the U.S. Army Corps of Engineers under its General Investigations Program to investigate the feasibility of restoring aquatic habitat at the mouth of the Hood River, Oregon. The Port of Hood River owns some of the land surrounding the mouth and is an appropriate entity to serve as the local sponsor for this investigation. Other key local partners are the Confederated Tribes of the Warm Springs and the Hood River Watershed Group.

The Hood River Watershed has one of the most diverse assemblages of anadromous and resident fish in Oregon, including spring and fall Chinook salmon, summer and winter steelhead, coho, Pacific lamprey, bull trout, cutthroat trout, and rainbow trout. Unfortunately, Chinook, steelhead, coho, and bull trout are listed as threatened under the Endangered Species Act. Efforts to restore watershed conditions to support recovery of these species are ongoing and part of a broad collaborative effort between local conservation organizations, the Tribes, local irrigation districts, and state and federal agencies.

Historic alterations to the physical structure of the Hood River's confluence with the Columbia River have contributed to poor habitat conditions for salmon and steelhead. These changes have affected salmon and steelhead by reducing and simplifying the river's habitat, including loss of spawning gravels and cover for juvenile fish. The confluence is also a well-known and highly used recreational use area which brings significant economic impacts to the economy of the Mid-Columbia Region.

The Port and local partners believe there is a strong need to thoroughly evaluate both historic impacts and the multiple current uses at the Hood River mouth and identify opportunities to improve conditions for salmon and steelhead populations. This study was identified as one of the highest ranked projects in the recently completed Hood River Basin Partnership Strategic Action Plan.

We understand that as the local sponsors we would sign a feasibility study cost share agreement with the Corps, that local partners would share in 50% of the study costs, and that the local share may be provided as cash, work-in-kind, or a combination of both. We also are aware that there is a cost-share waiver afforded to tribal organizations of up to \$511,000 during the feasibility study phase. The Confederated Tribes of the Warm Springs has a strong interest in this study and plans to request the waiver. We are also aware that this letter does not obligate or commit us to any funding until such time as federal funding is available and all parties sign a cost-share agreement.

Your consideration of this request is appreciated. Please contact Michael McElwee via email to [mmcelwee@portofhoodriver.com](mailto:mmcelwee@portofhoodriver.com) for further information.

Michael S. McElwee, Executive Director  
Port of Hood River

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# Commission Memo



Prepared by: Michael McElwee  
Date: November 16, 2021  
Re: Contract Amendment Siegel Consulting

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Based on Commission direction, staff is currently in negotiations with the two firms selected by the Commission for potential development of a hotel on Lot #900. Regular communications are ongoing as the developers prepare specific materials that will be part of their respective MOU “responses”. These will be presented to the Commission by January for potential approval.

Steve Siegel has been part of each step of this process. He has assisted with preparation of the “Request for Developer Interest,” the “Terms & Conditions for Competitive Negotiations” and the draft “Memorandum of Understanding.” Steve is assisting me with this current phase of negotiations, working under the terms of the confidentiality agreement that applies to Port staff. He is an important part of the negotiating team and will be an important resource for outside legal counsel if the Commission decides to move forward in to final negotiations regarding the “Lease and Development Agreement” and Land lease.

Lot #900 is a complex real estate transaction and will require the right expertise to conclude successfully. The attached contract amendment would allow Steve Siegel to continue his role through the MOU negotiations phase.

**RECOMMENDATION:** Approve Amendment No. 2 to contract with Siegel Consulting for real estate consulting services associated with Lot #900.

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

This Amendment No. 1 to a Personal Services Contract (“Contract”) is entered into by and between **Steven M. Siegel** (“Contractor”) and the Port of Hood River (“Port”).

**RECITALS:**

WHEREAS, Contractor and Port entered into Contract dated July 8, 2021 for consulting services for preparation of solicitation and negotiation documents associated with the potential development of Lot #900 on the Hood River Waterfront (“Contract”); and

WHEREAS, Contractor and Port executed Amendment 1 on October 4, 2021, to extend the term of the Contract; and

WHEREAS, the evaluation process has now entered the phase a Memorandum of Understanding (“MOU”) is being negotiated with each of two development teams; and

WHEREAS, the Port seeks additional services from the Contractor to support MOU negotiations, evaluation of MOU response materials and preparation of a final draft MOU for consideration by the Port Commission.

NOW THEREFORE:

- Contractor and Port agree that the maximum consideration under this Contract shall be increased by \$19,000 for a total Contract amount of \$28,500.
- Contractor and Port agree that the Contract will be in effect until July 30, 2022.

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

**Steven M. Siegel**

**PORT OF HOOD RIVER**

\_\_\_\_\_  
Steve M. Siegel, Principal

\_\_\_\_\_  
Michael S. McElwee, Executive Director

Date:\_\_\_\_\_

Date:\_\_\_\_\_

3787 SW Lyle Court  
Portland, OR 97221  
(503) 274-0013

1000 E. Port Marina Drive  
Hood River OR 97031  
(541) 386-1138

[Steven.m.siegel@gmail.com](mailto:Steven.m.siegel@gmail.com)

[mmcelwee@portofhoodriver.com](mailto:mmcelwee@portofhoodriver.com)

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# Commission Memo



Prepared by: Fred Kowell  
Date: November 16, 2021  
Re: Accounts Payable Requiring Commission Approval

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<b>Jaques Sharp</b>	<b>\$16,975.00</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$16,975.00</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  
November 03, 2021  
Account No: PORTOHaM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MCELWEE EMPLOYMENT CONTRACT					
400.00	0.00	0.00	0.00	-400.00	\$0.00
MISCELLANEOUS MATTERS					
JJ					
1,050.00	475.00	0.00	0.00	-1,050.00	\$475.00
ORDINANCE #24					
1,225.00	0.00	0.00	0.00	-1,225.00	\$0.00
LOT 3 DDA (Key Devp/Jeff Pickhardt)					
0.00	300.00	0.00	0.00	0.00	\$300.00
TOWING AGREEMENT (Guzman Brothers Towing)					
342.00	0.00	0.00	0.00	-342.00	\$0.00
BOAT HOUSE LEASE					
125.00	0.00	0.00	0.00	-125.00	\$0.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)					
875.00	0.00	0.00	0.00	-875.00	\$0.00
NATURAL GAS EASEMENT (near bridge)					
50.00	0.00	0.00	0.00	-50.00	\$0.00
CONCESSION PERMITS					
400.00	0.00	0.00	0.00	-400.00	\$0.00

Previous Balance	Fees	Expenses	Advances	Payments	Balance
BRIDGE CABLE EASEMENT (Falcon)					
0.00	3,575.00	0.00	0.00	0.00	\$3,575.00
BISTATE BRIDGE COMMISSION					
500.00	125.00	0.00	0.00	-500.00	\$125.00
BARMAN PROPERTY					
825.00	1,800.00	0.00	0.00	-825.00	\$1,800.00
WAAAM HANGAR LEASE					
1,475.00	150.00	0.00	0.00	-1,475.00	\$150.00
LEASE - FESSLER, JONATHAN - MARINA PARK 1					
1,300.00	0.00	0.00	0.00	-1,300.00	\$0.00
PROJECT MANAGER - REPLACEMENT BRIDGE					
25.00	50.00	0.00	0.00	-25.00	\$50.00
GOVERNANCE					
2,325.00	9,400.00	0.00	0.00	-2,325.00	\$9,400.00
REPLACEMENT BRIDGE MANAGEMENT CONTRACT					
0.00	1,050.00	0.00	0.00	0.00	\$1,050.00
PROPERTY PURCHASE (Phil Jensen/Luhr Jensen)					
0.00	50.00	0.00	0.00	0.00	\$50.00
<u>10,917.00</u>	<u>16,975.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-10,917.00</u>	<u>\$16,975.00</u>

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



## Hood River – White Salmon

# BRIDGE REPLACEMENT PROJECT

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Project Director Report

November 16, 2021

The following summarizes Bridge Replacement Project activities from Nov. 1-12, 2021:

### PROJECT MANAGEMENT UPDATE

- *The Replacement Bridge Management Contract (RBMC) RFP was issued to ODOT on Nov. 8. They have not given a time frame as to when their procurement team will review. In addition to ODOT's review, the BSWG also suggested holding a forum for potential proposers to more clearly understand the expectations of the contract. The Port has reached out to both ODOT and WSDOT for guidance on conducting such a forum or open house. That could be done in December, but either way it is staff's assumption that the RBMC won't be on board until May 1, 2022.*
- *One of the first task orders for the RBMC will be to develop the AE/Design RFP. Staff is assuming two months for development including DOT review of the document before the RFP is published (est. July 1, 2022). Another six months is likely required before the AE/Design firm is under contract (est. Jan. 1, 2023). WSP Engineering team has indicated that it will take 12-18 months to obtain 30% (or DAP) engineering. Otak thought it would take 8-12 months. Either example would require another 3-6 review by ODOT for an average range of 17 months (est. mid-2024). In an earlier memo, Otak had estimated a \$3.5M-\$4.5M range to complete the Design Acceptance Packet (DAP).*
- *Though the Preliminary Cost Estimate (PCE) and the RBMC RFP are assuming that engineering will be completed to 100%, there are other alternate project delivery that require less design. For example, a Design-Build (D/B) contract is normally executed at the 30%/DAP level of engineering.*
- *Commissioner Fox and Port staff met with WSP to review assumptions and cost estimates. Port staff will be meeting with the WSP environmental team to more closely evaluate the challenges related to converting recreational properties to construction laydown areas for 3-6 years. Minutes from the last PCE meeting are included with the packet.*

### GOVERNMENT AFFAIRS/LOBBYING UPDATE

- *The project's three government affairs consulting teams presented to the BSWG on Nov. 8 to discuss opportunities to generate \$30-\$40M for engineering by June 2022. The response was that it is unlikely, if not impossible, to generate that amount of money in six months. The consultants felt that additional funding would be more successful if there was progress made with the current \$15M. The highway bridge project simply did not meet the criteria of some grant programs such as Connect Oregon which is focused on airports, marinas and other multi-modal projects. Each funding source is unique with differing criteria and expectations. The BSWG requested that staff adjust the funding opportunities along Commissioner Fox's cash flow chart.*
- *The best opportunities for generating funds in the next year included:*

- *Preparing for a \$25M RAISE grant – release date in early 2022; awards prior to Nov. 2022. Expect a year or more before an agreement will release funds (end of 2023).*
- *Ore. BSWG members meeting with Reg. 1 ACT members one-on-one to inform and increase awareness of the project as federal funds make their way to ODOT. Also, include ongoing meetings with state legislators to advocate for transportation package.*
- *Wash. BSWG members continue to meet with key legislators advocating for transportation plan need.*

## **FEIS/ROD CRITICAL PATH UPDATE**

- *Milestone memo attached.*
- *Port staff met with Emily Cline and Shaneka Owens, FHWA; and Carol Snead, ODOT on Nov. 4<sup>th</sup> to discuss the compensatory agreement process for the impacts to the treaty fishing sites. ODOT is budgeting 40 hrs./month for six months at a \$90/hr. rate for a total budget item of \$21,600. This should be viewed as a retainer and not as a cap amount. An amendment will be developed between the Port and ODOT for reimbursement for this effort along with time to complete the Sec. 106/NEPA work. ODOT will be developing a contact list of tribal agency department liaisons for fisheries, cultural resources, housing, legal and administration. FHWA does not want to include leasing the TFAS for construction laydown in the agreement and is open to considering tribal acknowledgement of the underwater easement over the corner of the BIA parcel. Port staff will follow up with BIA to learn more about the easement process. All other tribal-related issues will be covered either in the Sec. 106 Memo of Understanding (MOA) or the Biological Opinion which is included as an appendix to the FEIS/ROD. The team will reconvene on Nov. 17<sup>th</sup> to review contact list and discuss approach for each agency.*

## **GOVERNANCE/BRIDGE AUTHORITY LEGISLATION/BSWG**

- *OREGON UPDATE - Steve Siegel and Dan Bates met with Victor Reuther, staff attorney in the office of legislative counsel (LC) to present and answer questions regarding the bi-state bridge authority legislation. Joint Transportation Committee (JTC) Co-chairs Rep. Susan McLain and Sen. Lee Byer have requested that LC review and vet the legislative concept before they commit to considering the bridge authority legislation in their committee. LC will report back to the Co-Chairs by Nov. 12 regarding its analysis and recommendations for the bill. It remains unclear whether the JTC will use one of its three available committee bills for the 2022 session to introduce the legislation, but Sen. Thomsen has offered one of his two available bills as a vehicle in case the JTC needs to use its committee bills for other priorities. Based on the Co-Chairs decision, either they or Sen. Thomsen will give direction to LC to draft the legislation using the Siegel concept as the foundation in advance of the Nov. 19 bill submission deadline, and Steve and Thorn Run will be authorized to work directly with LC to help craft the bill. Rep. Anna Williams has also been kept abreast of the latest developments with the legislation. She is strongly supportive of the bill and plans to sign on as a co-chief sponsor once it is introduced.*

- *WASHINGTON UPDATE – The Klickitat County representatives to the Bi-State Working (BSWG) have been conducting 15-minute meetings with key Washington legislators to advocate for the bi-state bridge authority legislation. Legislators are either members of transportation committees or represent SW Washington constituents. Response has been positive as many of the legislators are familiar with the bridge. Sen. King will be sponsoring the bill in the Senate. Reps. Mosbrucker and/or Corry will sponsor the bill in the House.*
- *Port legal counsel is preparing a memo on the changing status of the BSWG to be more advisory in nature. Memo will include effected policies including Commission Policies, BSWG MOU and Oregon state public meeting rules.*

## **FUNDING & FINANCING UPDATE**

- *The BSWG also discussed the possibility of accessing federal, state or local loan programs to fund additional engineering. The use of tolls would also serve as a local match for grant programs. The BSWG asked staff to develop two reports related to tolling:*
  - *Develop a report summarizing the revenue generated from the February 2018 toll increase for bridge repair and replacement. Show annual gross toll amounts, how much used for repairs/maintenance, how much used for replacement, how much has accumulated in reserves.*
  - *Develop a report showing a typical schedule for a toll increase. This would include key milestones for public relations, requirements for underwriting, updating of signs and reprogramming of toll software. Report would include costs for each task as well.*
  - *Having a well-documented summary of the uses of the Feb. 2018 toll increase will aid in the public relations for a possible toll increase to be used solely for bridge replacement.*
- *Current funding will allow the project to achieve DAP in 2024 while also making progress on the new bridge authority, long-term construction financing and environmental/treaty commitments during that time.*
- *WSDOT continues to make progress on the \$5M grant agreement. The Port has been asked to develop an Exhibit to the agreement showing how the grant would be used. Below is a chart that was reviewed by the BSWG on how the \$15M would be split between the three funding agencies.*

**DRAFT PROJECT CATEGORY SPLITS BY FUNDER**  
 January 2022-June 2024

	<b>WSDOT</b>	<b>BUILD</b>	<b>ODOT</b>	<b>TOTAL</b>	<b>%</b>
<b>SUBTOTAL ADMINISTRATIVE</b>	\$360,000	\$0	\$275,000	<b>\$635,000</b>	4.23%
<b>SUBTOTAL PROJECT MANAGEMENT</b>	\$1,638,000	\$72,000	\$1,420,000	<b>\$3,130,000</b>	20.87%
<b>SUBTOTAL ENGINEERING/DESIGN</b>	\$1,914,000	\$4,344,000	\$2,717,000	<b>\$8,975,000</b>	59.83%
<b>SUBTOTAL OTHER STUDIES/SERVICES</b>	\$612,000	\$80,000	\$88,000	<b>\$780,000</b>	5.20%
<b>SUBTOTAL CONTINGENCY</b>	\$476,000	\$504,000	\$500,000	<b>\$1,480,000</b>	9.87%
<b>TOTAL</b>	<b>\$5,000,000</b>	<b>\$5,000,000</b>	<b>\$5,000,000</b>	<b>\$15,000,000</b>	100.00%

**MEETING SCHEDULE**

- WSP PCE Port Costs, Nov. 15
- WSP Weekly Check In, Nov. 15
- WSP PCE Meeting, Nov. 16
- Connect Mid-Columbia, Nov. 17
- Infrastructure Investment and Jobs Act (IIJA) Webinar, Nov. 17
- FHWA Treaty Agreements, Nov. 17
- BUILD Meeting, Nov. 18
- OPPA, Nov. 18
- WSP Weekly Check In, Nov. 22
- Sec. 106, Nov. 26
- WSP Weekly Check In, Nov. 29
- Sen. Hobbs, Nov. 30
- Klickitat County Transportation, Dec. 1



## MEMO

**TO:** Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River  
**FROM:** Brian Carrico, WSP  
**SUBJECT:** Status of Critical Path Activities and Projected Work through December 15th  
**DATE:** November 12, 2021

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## CRITICAL PATH ACTIVITIES

Progress and challenges to completing critical path activities are described below. Completed actions with no activity are not noted.

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

ODOT updated scheduled completion date.

SCHEDULED COMPLETION DATE: **11/10/2021 ( OCTOBER UPDATE)**

SCHEDULE ADJUSTMENT: **12/03/2021**

- NOAA Fisheries staff have indicated that technical review is taking longer than anticipated.
- Adjusted schedule to reflect updated timing commitment from NOAA provided in early November.
- Successor task: Final EIS (final review draft)

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

- Provided final updated Archaeological Testing Report and Survey Report to Oregon SHPO, Washington State DAHP, other agencies and tribes.
- Draft of stipulations for Memorandum of Agreement
- Conducted consulting parties meeting 5 (October 29<sup>th</sup>) including updating agreement language and summary from prior meeting.

#### CHALLENGES:

- Reaching consensus on mitigation for historic bridge impacts and in classification of impacts for certain resources.

#### SCHEDULE RISKS:

- **High risk:** Obtaining final reviews and addressing comments from agencies and tribes are high risk items as there is much interest by these agencies and the tribes to accurately document archaeological resources and avoid or minimize impacts from the project.



SCHEDULED COMPLETION DATE: **01/14/2022 (OCTOBER UPDATE)**

SCHEDULE ADJUSTMENT: **04/14/2022**

- Consulting party meetings have been delayed.
- Additional time necessary for reaching concurrence between parties on MOA.
- Successor task: Final EIS (final review draft)

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

#### PROGRESS

- Addressing ODOT comments on Admin Draft 1b.
- Will complete Admin Draft 2 incorporating ODOT and Port comments and then hold document until resolution of tribal mitigation.

#### CHALLENGES

- FHWA, ODOT and the Port preparing agreements for each of the four treaty fishing tribes to address compensatory mitigation associated with river access and fishing impacts. This effort is anticipated to delay publication of the FEIS/ROD by at least 6 months.

SCHEDULED COMPLETION DATE: **08/15/2022 (OCTOBER UPDATE)**

- Successor tasks: Close out EIS project.

### **4. ENGINEERING**

#### PROGRESS

- Prepared basis of cost estimate, update bid items and quantities, develop bridge construction scope memorandum to document assumptions and prepared draft preliminary cost estimate (PCE)
- Meetings with port to confirm assumptions and review PCE

SCHEDULED COMPLETION DATE: **12/01/2021 (FOR PCE)**

- Successor tasks: None

## **PROJECTED WORK FOR NEXT 30 DAYS**

The following key work tasks are projected to occur from November 15 through December 15.

### **TASK 5. ENVIRONMENTAL**

- Complete Admin Draft 2 of FEIS/ROD incorporating ODOT comments.
- Continued coordination with FHWA and ODOT to complete Section 106 process and FEIS/ROD.
- Prepare for Consulting Parties Meeting #6 (scheduled for early January).
- Revise agreement for impacts for historic resources.

### **TASK 6. ENGINEERING**

- Complete PCE.
- Support as necessary for environmental process.



# Commission Memo

Prepared by: Michael McElwee  
Date: November 16, 2021  
Re: Bridge Per Inspection Report



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The attached memorandum prepared by Mark Libby, P.E. of HDR Engineering, Inc., and the accompanying report prepared by Jake Galstad, Dive Supervisor at Cascade Dive Company, describes the results of underwater pier inspections that took place September 28-30.

**RECOMMENDATION:** Information.

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# Memo

Date: Thursday, November 11, 2021

Project: Task Order 12 Pier Inspections

To: Michael McElwee, Port Executive Director  
John Mann, Port Facilities Manager

From: Mark Libby, PE

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Subject: **Underwater Pier Inspection – Hood River Bridge**

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## Background

In 2019 HDR engaged Cascade Dive Company, at the request of the Port of Hood River, to perform underwater inspections at Piers 6 and 8 of the Hood River Bridge. These piers have the worst conditions (Condition State 4 findings) according to the ODOT underwater bridge inspection reports (2018, 2016, 2014, 2012). ODOT performs biannual underwater bridge inspections but the inspections are not video recorded. As a follow up to the 2019 inspection findings, the Port of Hood River requested that HDR perform additional inspections to get a better assessment of the other piers. HDR recommended that the piers with Condition State 3 findings in the ODOT reports be inspected. The proposed additional underwater inspection includes Piers 5, 7, 10, 11, 12, 13, 15 and 20. Since most of the significant findings in the 2019 inspection were near the mudline, the inspections were scoped to be from mudline to approximately eight feet above to reduce dive time and inspection cost. Some of these piers have inspection notes about the presence of gill nets, which can be hazardous to divers. The extent that netting presence limited ODOT inspection access was unknown so net removal was included in the scope to provide for safe inspection as needed.

## Dive Inspection

Cascade Dive Company performed the additional underwater pier inspections September 28<sup>th</sup> to 30<sup>th</sup>. Piers were inspected, and video recorded, from mudline to approximately 8 feet above as directed. In addition to the pier inspections, Pier 8 was revisited for some hand excavation at the downstream column to determine if the cavity extends much below the mudline. Minor net removals were conducted at Piers 7 and 12. Over five hours of video recordings were provided.

## Inspection Review Summary

HDR has reviewed the underwater inspection videos and the inspection notes provided by Cascade Dive Company. We find the inspection notes reasonably capture the findings observed in the videos and have included them as Attachment A. The field notes typically use the terms “rock pocket” and “scour” when describing the concrete deficiencies. The term “rock pocket” is generally used to describe areas with concrete abrasion and exposed large aggregate. The term “scour” is generally applied to the deeper pockets in the concrete and is not related to

streambed soil scour. While these inspection notes provide more detail than the ODOT underwater inspection reports, they are generally consistent with the conditions identified in the ODOT inspections.

The majority of the abraded pockets in the concrete are in the 0.5-3.0-inch-deep range but there are a fair number of 3.0-6.0-inch-deep pockets. The depths noted are the maximum depth within an area and does not imply the entire area is at that depth. Most of the piers have exposed timber forms, from original construction, at the mudline. The amount that protrudes from the mudline varies and is significantly degraded. Numerous large square timbers remain in place horizontally through the web walls and some locations just have the remaining hole. These are noted as falsework, falsework holes, or just shown as a square on the field note sketches.

Pier 12 has exposed steel piling between the bottom of footing and riprap placed around the outside of the piling. According to the ODOT inspection reports the exposed height of piling is 8 to 14 feet and the riprap is approximately 20 feet in height. Inside the perimeter of H-piles is a concrete core that extends from the bottom of footing to an unknown depth below the top of riprap. This concrete core is two or three feet inside of the piles and is not mentioned in the ODOT inspection reports.

The hand excavation at Pier 8 was intended to determine if the large cavity noted in the previous inspection extended below the mudline. Remnants of the timber forms for the column were exposed just below the mudline. On the inside of the forms the cavity only extends about three inches below the top of exposed formwork. We assume that the timber forms remain in place below what is exposed and that additional degradation below the mudline is unlikely due to the remaining forms and limited exposure to stream flow.

## **Conclusions**

As noted above the findings in this inspection are generally consistent with the previous ODOT underwater inspection reports and the Condition State 2 and 3 assessments in those reports. While the conditions continue to degrade over time, they have not changed significantly over the last ten years, which is the extent of previous ODOT inspection reports that we have. The most severe conditions are likely the result of poorly consolidated concrete at the time of construction and these locations of “soft” concrete were more susceptible to degradation. Without further historical records it is difficult to assess how long these conditions have been present, but it could be several decades. We recommend that these conditions continue to be monitored using the ODOT underwater inspection report findings but that no other action is recommended at this time.



# Attachment A. Cascade Dive Inspection Notes

# Cascade Dive Co



Cascadediveco.com

October 7, 2021

Mark Libby  
HDR Inc.  
Portland Oregon

RE: Hood River Underwater Pier Inspections

Mr. Libby,

On September 28 Cascade Dive Co. dispatched a three man dive crew to perform underwater inspection of the Hood River bridge piers in the following order, 7,15,12,10,11,5,13,20. These piers were inspected from natural bottom to approximately 8 feet above bottom. Pier 8 was included so as to dig, by hand, to confirm if the scoured out area at the downstream column extends below mudline.

On 9/28/21 we inspected piers 7, 15 and the north side of pier 12. These piers all revealed the usual scour and rock pockets as witnessed and described during our inspection in October of 2019. We also encountered existing timbers that we would guess were part of the original build and probably supported false work during original construction. Our inspection of pier 12 would continue into 9/29/21 due to river traffic and netting that would need to be removed. Pier 12 video was included and does show that in behind the H-pile is what appears to be a concrete structure. This structure also shows varying signs of scour with eroded rock pockets. The suspended concrete base of pier 12 appeared to be in relatively good condition. Fishing net was removed from pier 12 on the 29<sup>th</sup> and disposed of. Pier 10 north side was also inspected on the 29<sup>th</sup> and revealed the same level of scour and spalling. Rock pockets were again witnessed with the worst area on the downstream column, north side. This scour was approximately 1 foot deep and extended upwards about 5 feet from mudline. Pier 10 south side inspection was completed on 9/30/21 with no major abnormalities observed. Pier 11 and pier 5 were next and found like the others with the usual wear and tear as described on the prior piers.

We ended our Inspection at piers 13 and 20. Again no major abnormalities were observed. We provided several still photos with a very brief video of Pier 20 as it was high and dry.

On 9/28/21 our diver hand dug beside the pier 8 downstream column to try and determine if the scoured out area extends below natural bottom. This dive took approximately 25 minutes and after review we would conclude that this task may have exposed a portion of the bridge pier footing. (See Pier 8 Video)

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In short the conditions of the inspected piers all showed signs of minor to moderate spalling with rock pockets where scour was sometimes present. We encountered false work and form boards. At Pier 12 a power cable was observed sweeping off the downstream south side pier and into the bottom. Except for the concrete discovered behind the H-pile at Pier 12 we found nothing extremely concerning on this inspection. All piers as well as the excavation at Pier 8 were recorded digitally and as I understand delivered to you. I've also included the actual field drawings we generated from the information gathered the day of the inspection.

The natural bottom we encountered at these pier locations was inconsistent as far as rip rap is concerned. Sand. Silt and river rock were present mostly with some pier locations surrounded in rip rap as we witnessed at pier 12. Recorded visibility was good and did provide for decent underwater video.

If I can be of further assistance or answer any questions you may have please call and leave a message at our Vancouver office and I will return your call as soon as possible.

Respectfully Submitted

Jake Galstad  
Dive Supervisor

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## **Pier 5**

**Inspected on 09/30/2021**

Pier 5 natural bottom was found to be in approximately 44' feet. Pier revealed spalling with rock pockets and exposed rebar on both sides of the web at the downstream side. (See the 7::50 mark on video) As noted on other piers we did encounter old frame or false work timbers and they are denoted on the field drawing.

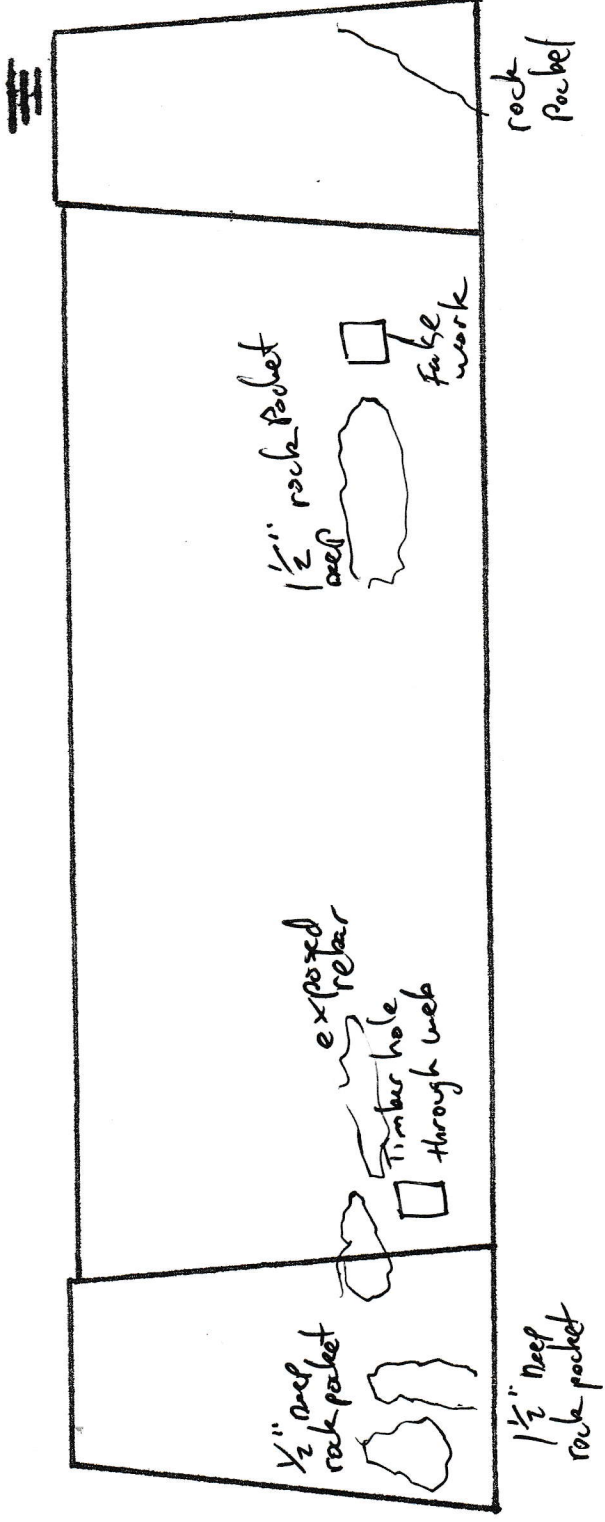
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Pier 5  
South side

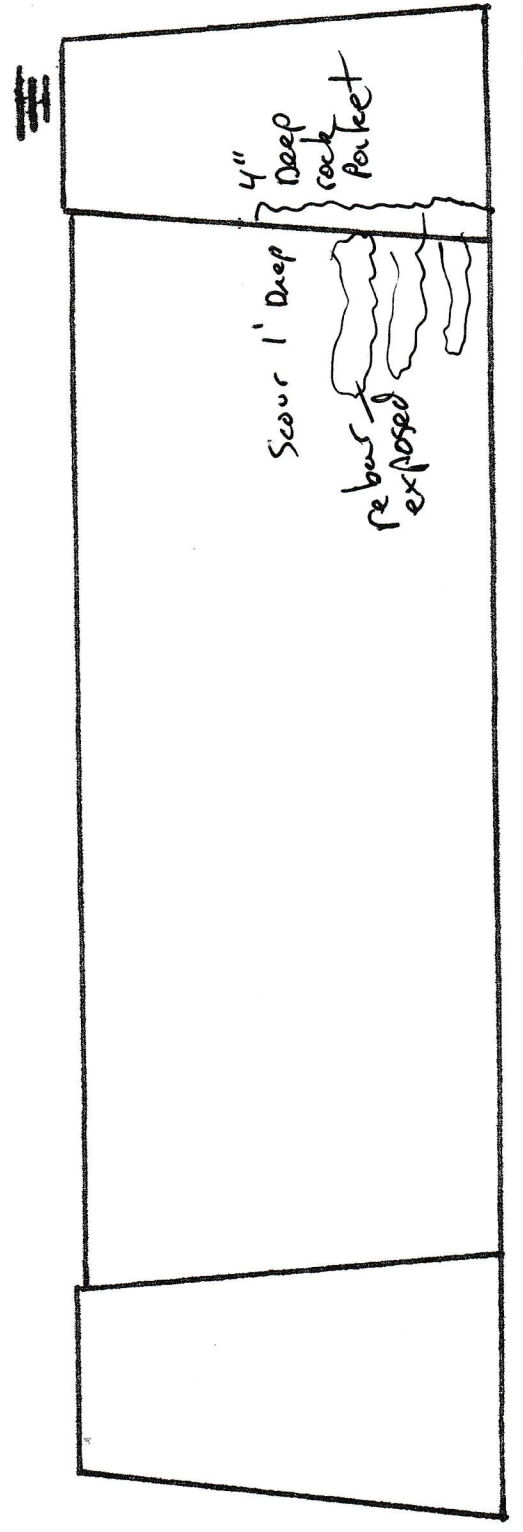
upstream →



Depth  
44'

Pier 5  
North side

Down Stream →



Depth  
4'4"

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## **Pier 7**

**Inspected on 09/28/2021**

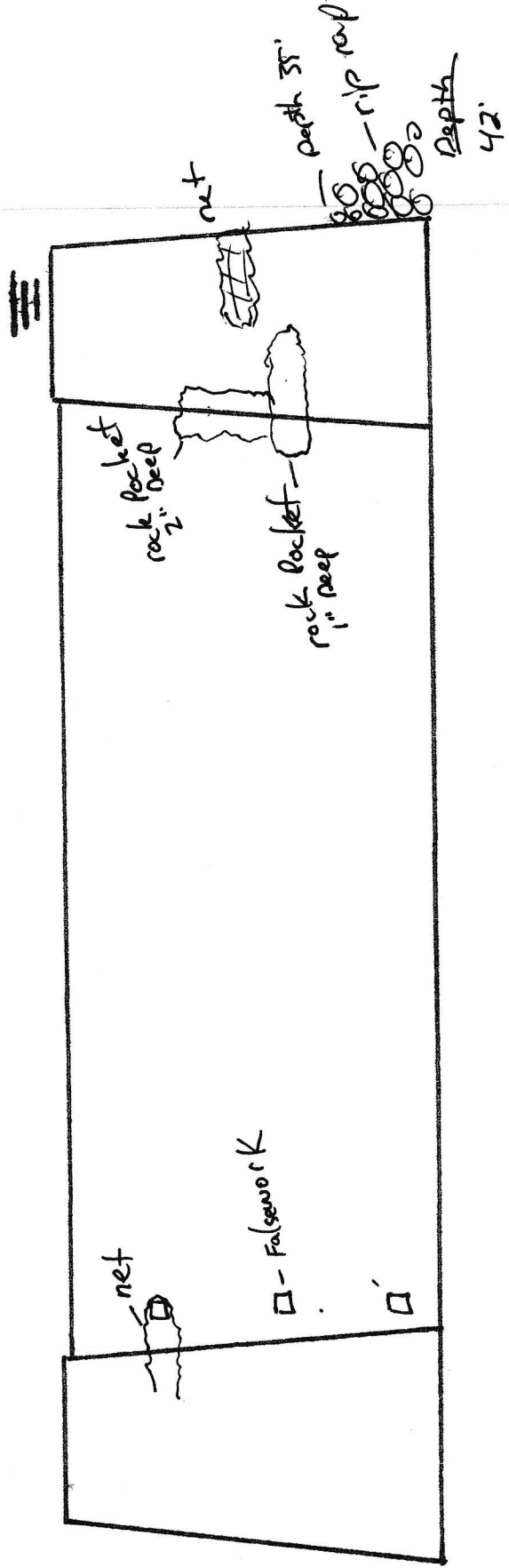
Pier 7 natural bottom was found to be in 35' to 45' feet. Pier revealed the usual spalling with some exposed rock pockets. As noted on other piers we did encounter old frame or false work timbers and they are denoted on the field drawing. Minor net removal was performed for access to pier 7. No major abnormalities observed.

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Pier 7  
south side

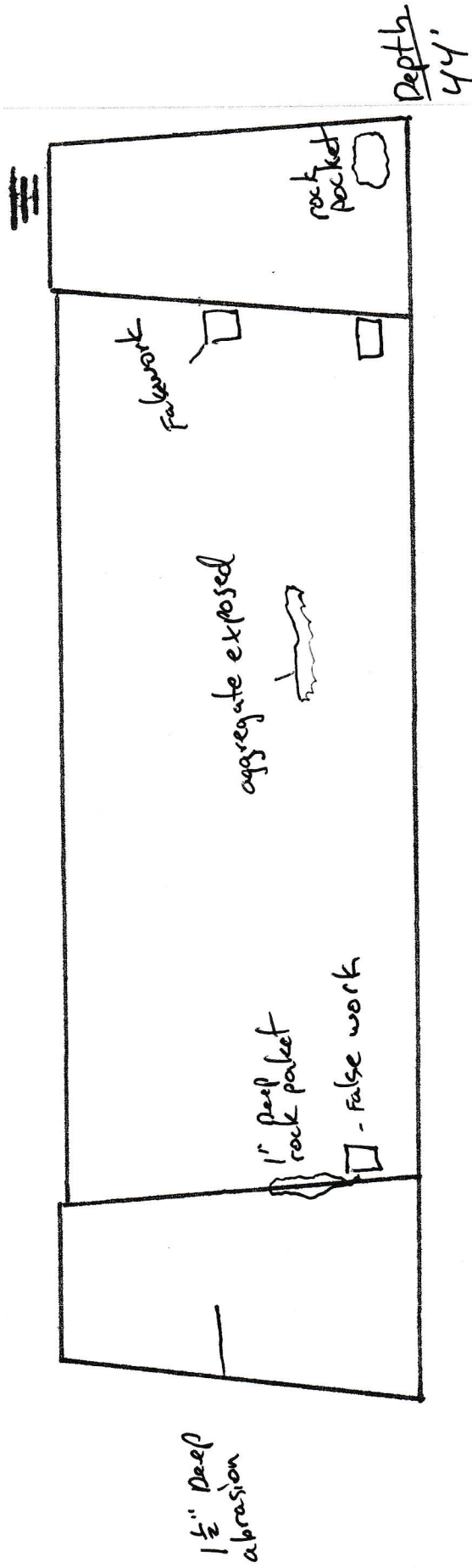
upstream →



Depth  
45'

Pier 7  
North side

Down Stream →



1 1/2" Deep  
abrasion

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## **Pier 10**

**Inspected on 09/30/2021**

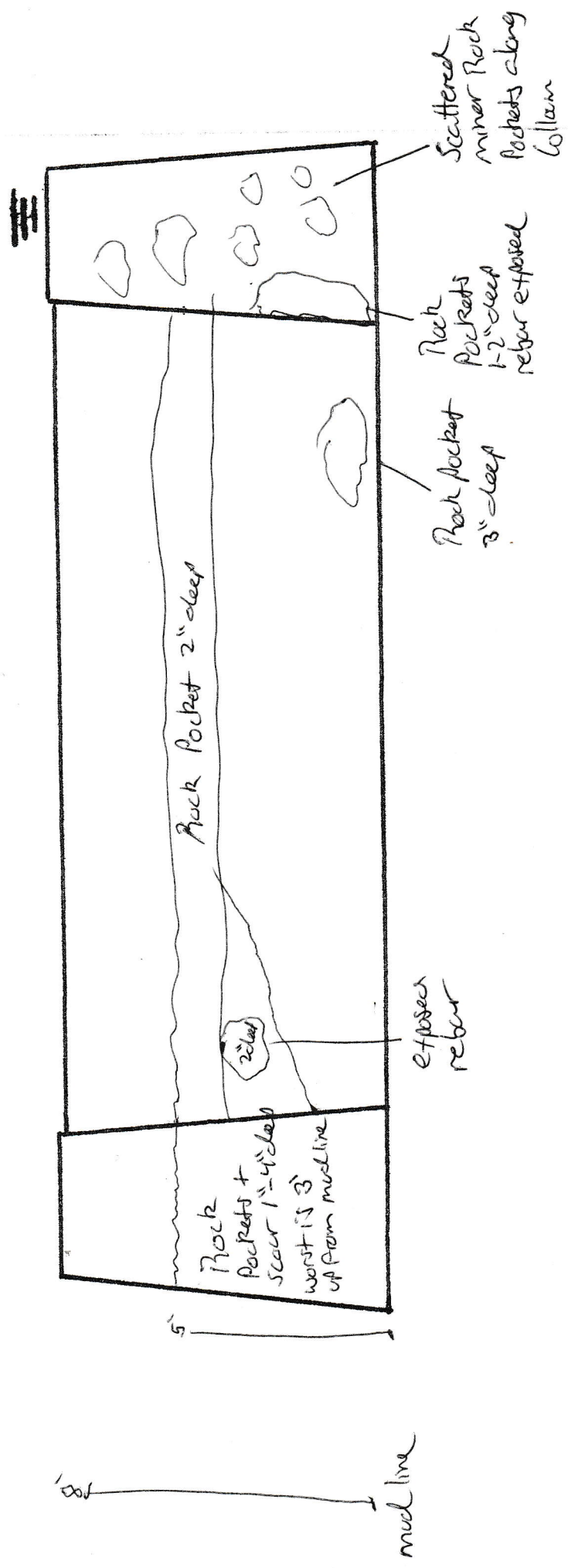
Pier 10 was observed in approximately 48' of water. Pier revealed areas of spalling and exposed rock pockets. The worst area we observed was on the north side of the pier where the downstream column meets the web. This scour or rock pocket revealed exposed rebar and penetrated up to 1 foot deep extending up from mud line to approximately 5'.

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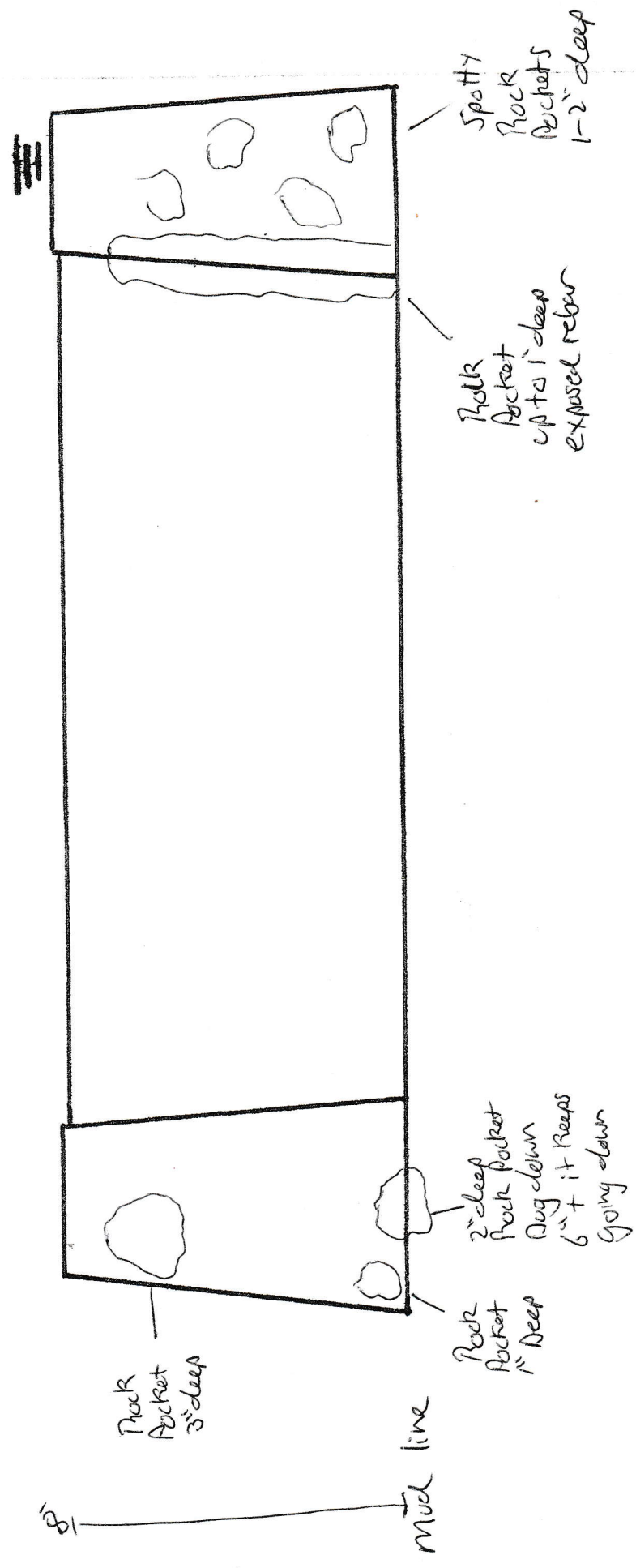
9305 Richardson St, Pasco, WA 99301 (509)547-4500  
2500 NE 104<sup>th</sup> Street, Vancouver, WA 98686 (360) 719-2173

8 Pier 10  
South Face

up stream  
Flow  
←



Pier 10  
North Face  
UP Stream  
→





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## **Pier 11**

**Inspected on 09/30/2021**

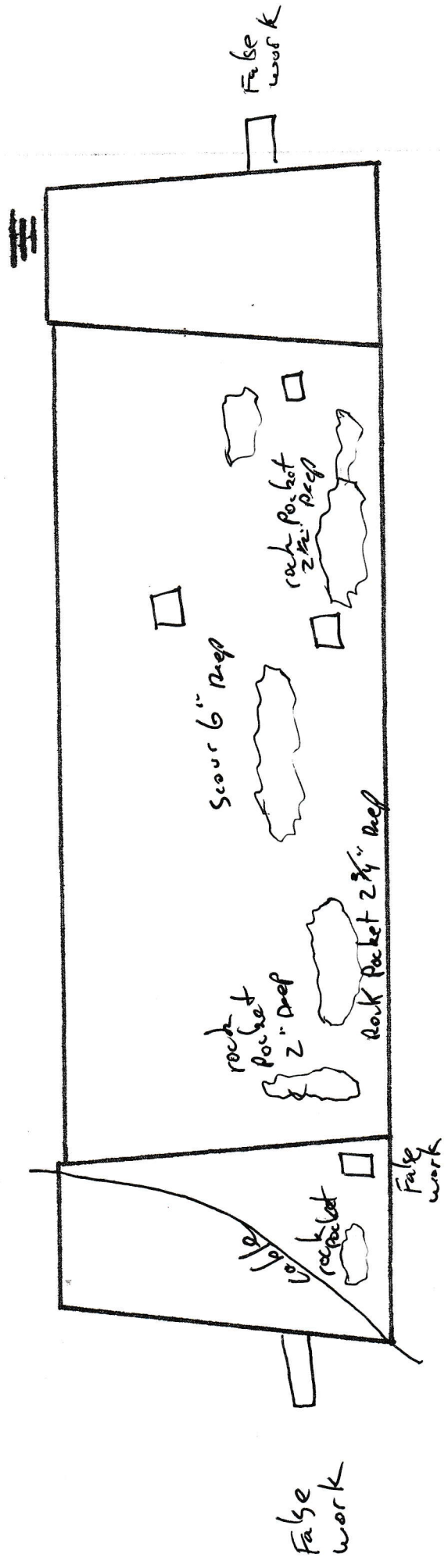
Pier 11 was observed in approximately 38' to 39' of water. Pier revealed the usual spalling with some exposed rock pockets. As noted prior we did encounter old frame or false work timbers and they are denoted on the field drawing. No major abnormalities observed. A power cable was observed at the south side upstream column which sweeps out of the channel to the pier.

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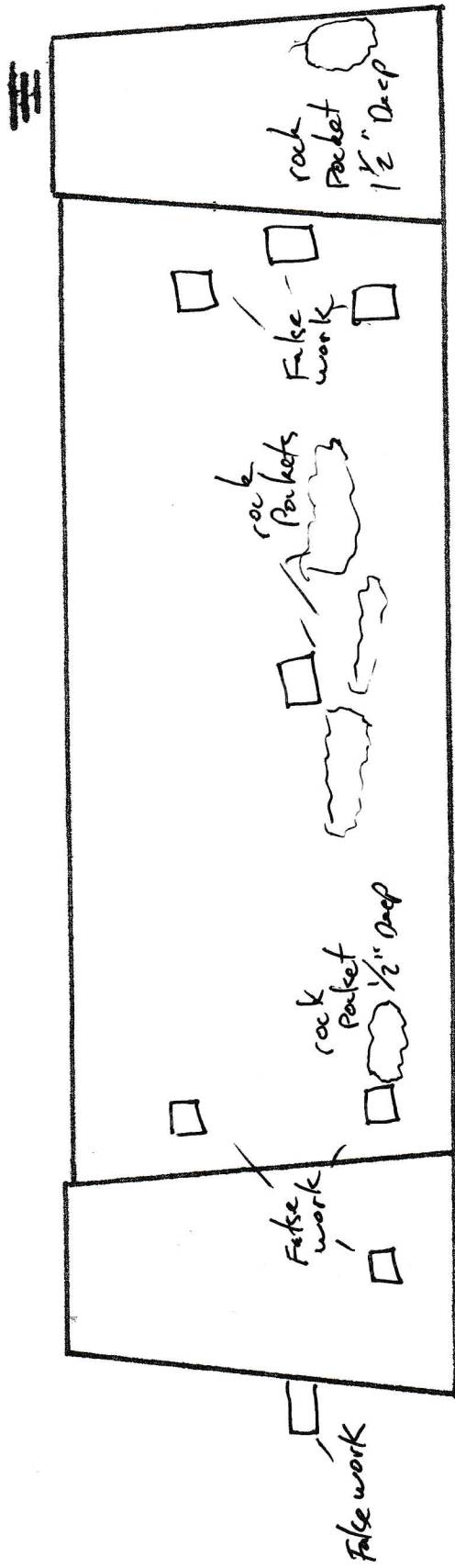
Pier 11  
South side

up Stream →



Pier 11  
North side

Down Stream →



Depth  
38'

Depth  
39'

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### **Pier 12**

**Inspected on 09/28/2021 and 09/29/2021**

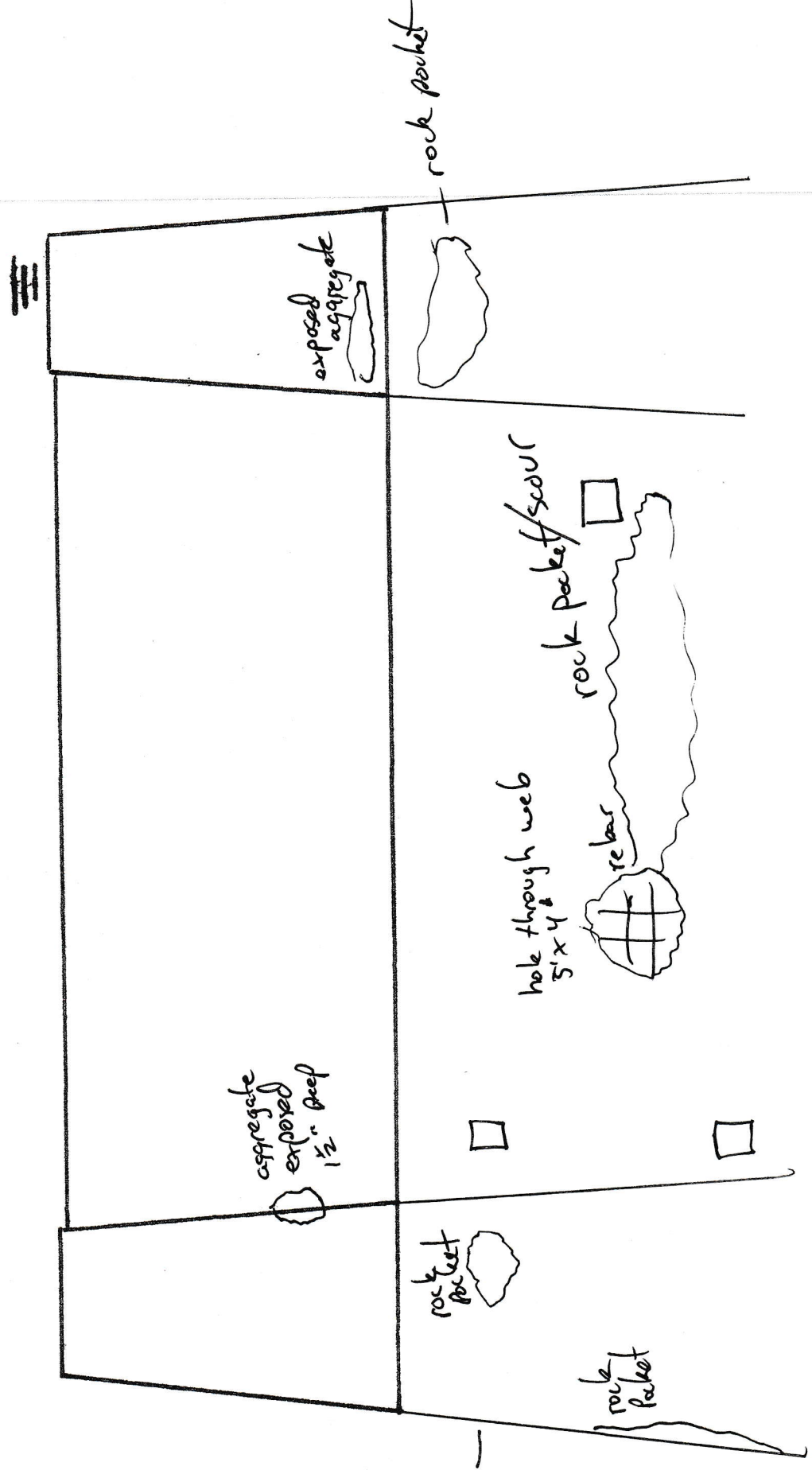
Pier 12 is somewhat of a suspended pier structure however during our inspection we did encounter a concrete structure in behind the H-Pile. This “hidden concrete structure” revealed the usual spalling, exposed rock pockets and scour with exposed rebar that appeared to penetrate through to the other side. Net removal was performed for access to this pier’s north side. Other than this “hidden concrete structure” no other major abnormalities observed. Due to river traffic and netting encountered this pier required and additional dive on 09/29/2021 to gather information on the south side. H-Pile all showed signs of deterioration as noted in the ODOT dive inspection.

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Pier 12  
South side

ups team →

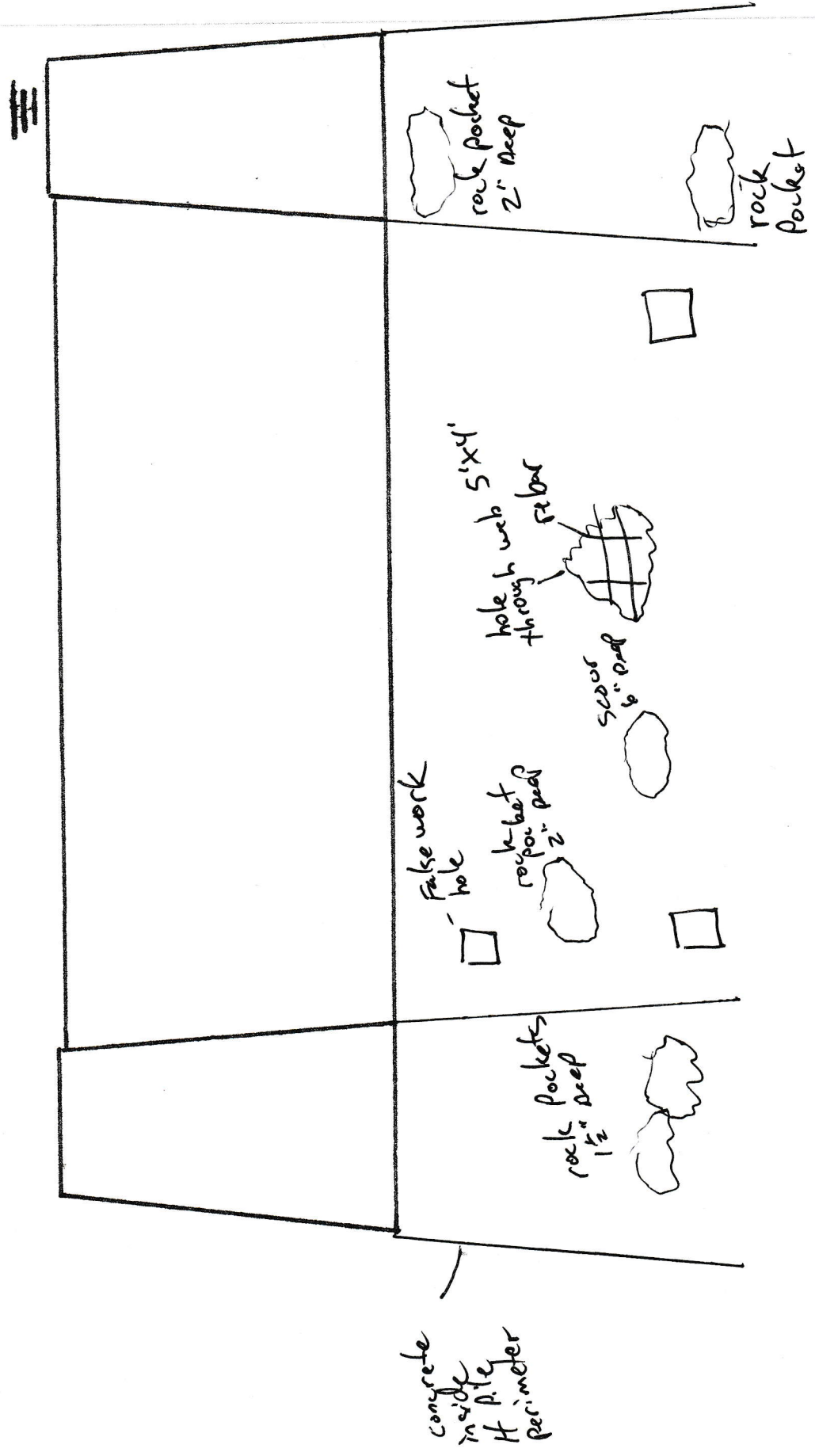


concrete  
inside  
4 pipes  
perimeter

Depth  
36'

Pier 12  
North side

Down Stream →



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## **Pier 13**

**Inspected on 10/10/2021**

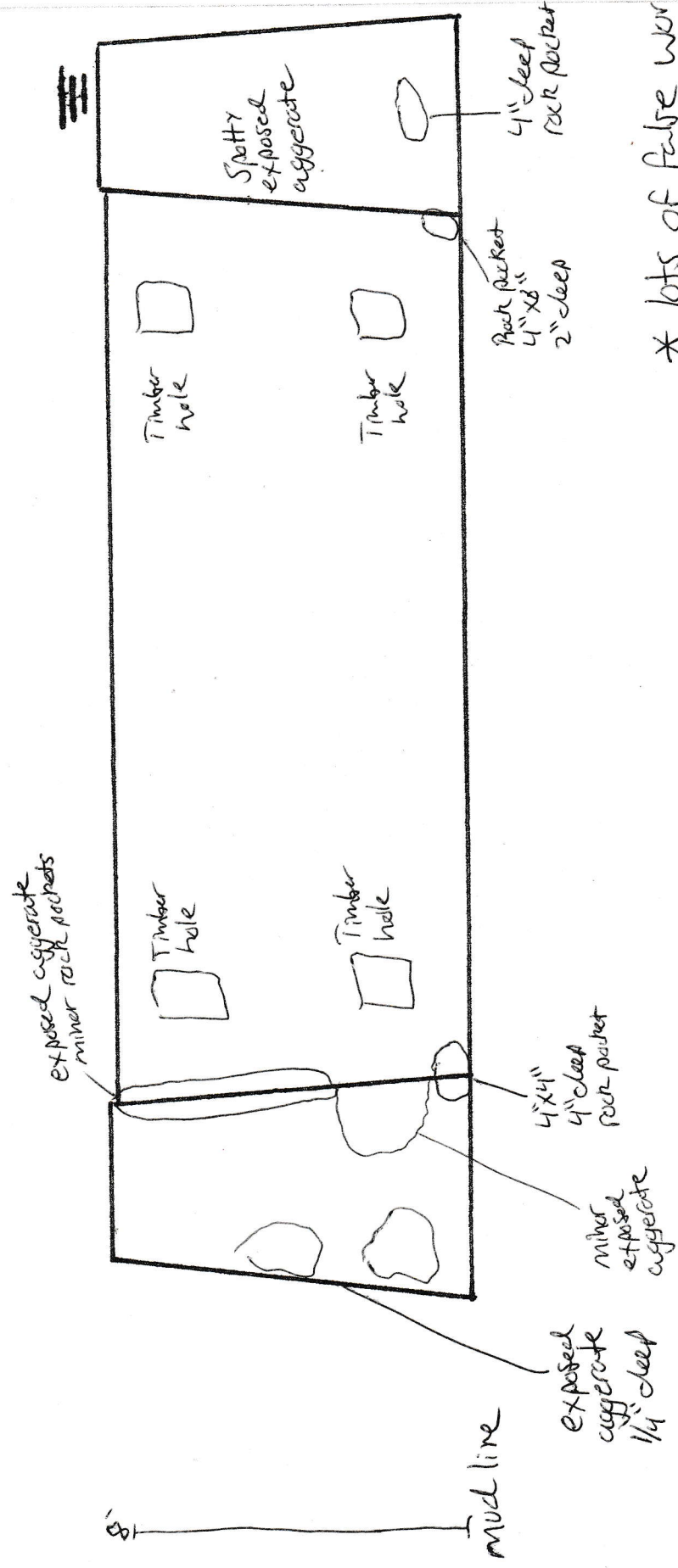
Pier 13 was observed in approximately 52' of water. Pier revealed areas of spalling and exposed rock pockets. Scour averaged 4" deep with the worst at 10". Existing timbers that probably supported false work were encountered.

**Cascade Dive Company**

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UP Stream  
Flow  
↓

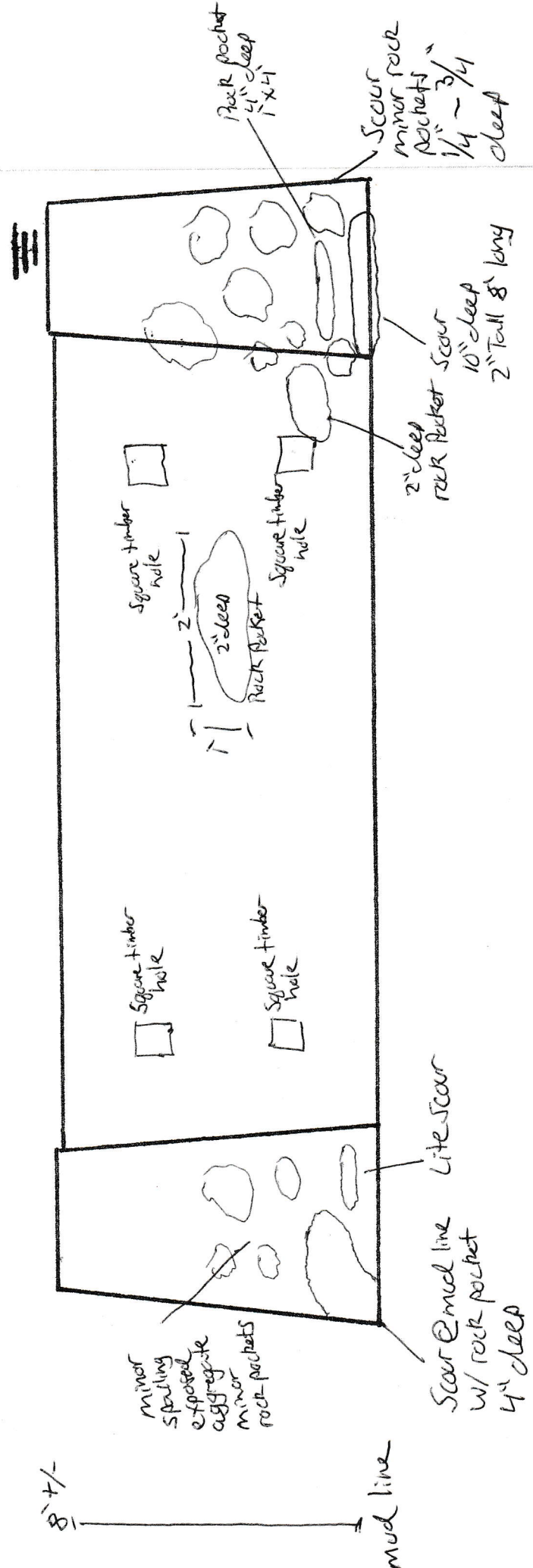
Pier 13  
South Face



\* lots of false work around pier



Pier 13  
 North Face  
 UP Stream  
 Flow →



Cascade Dive Co



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## **Pier 15**

**Inspected on 09/28/2021**

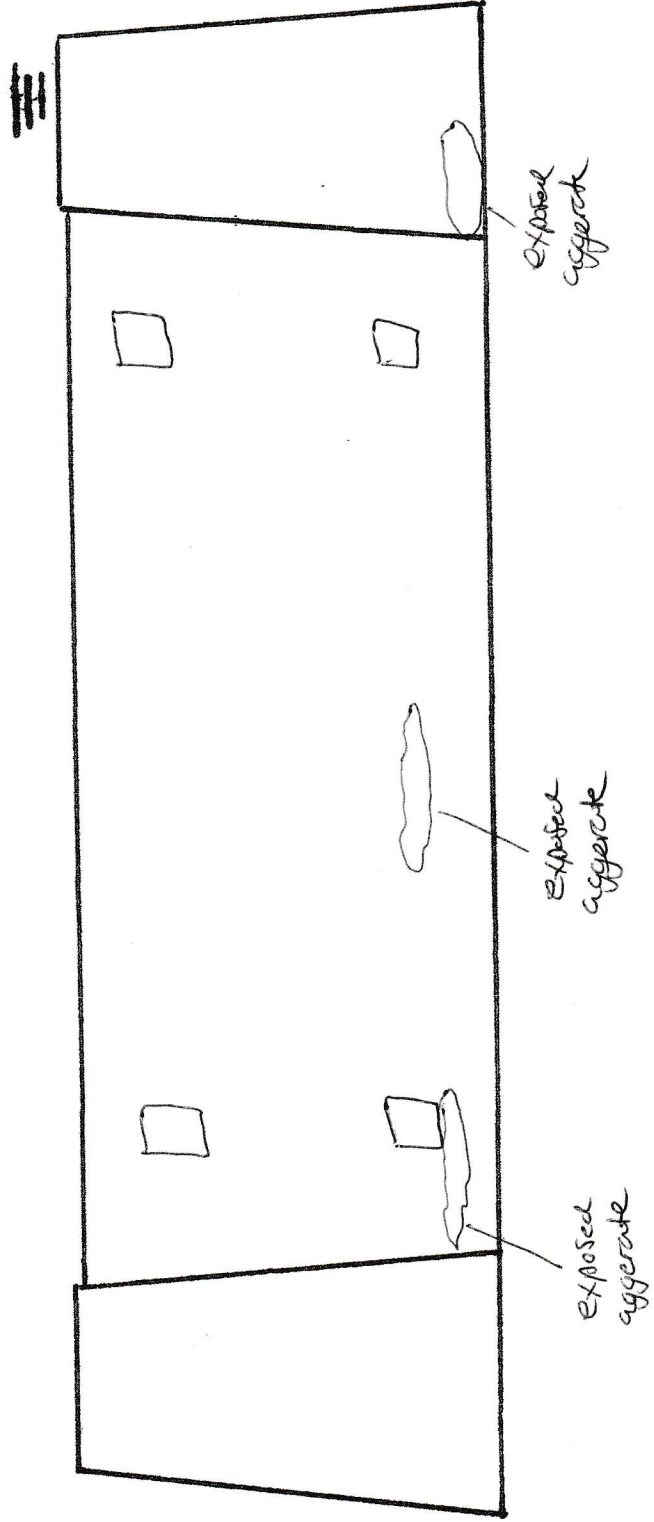
Pier 15 was observed in approximately 36' of water. Pier revealed the usual spalling with some exposed rock pockets. As noted prior we did encounter old frame or false work timbers and they are denoted on the field drawing. No major abnormalities observed.

**Cascade Dive Company**

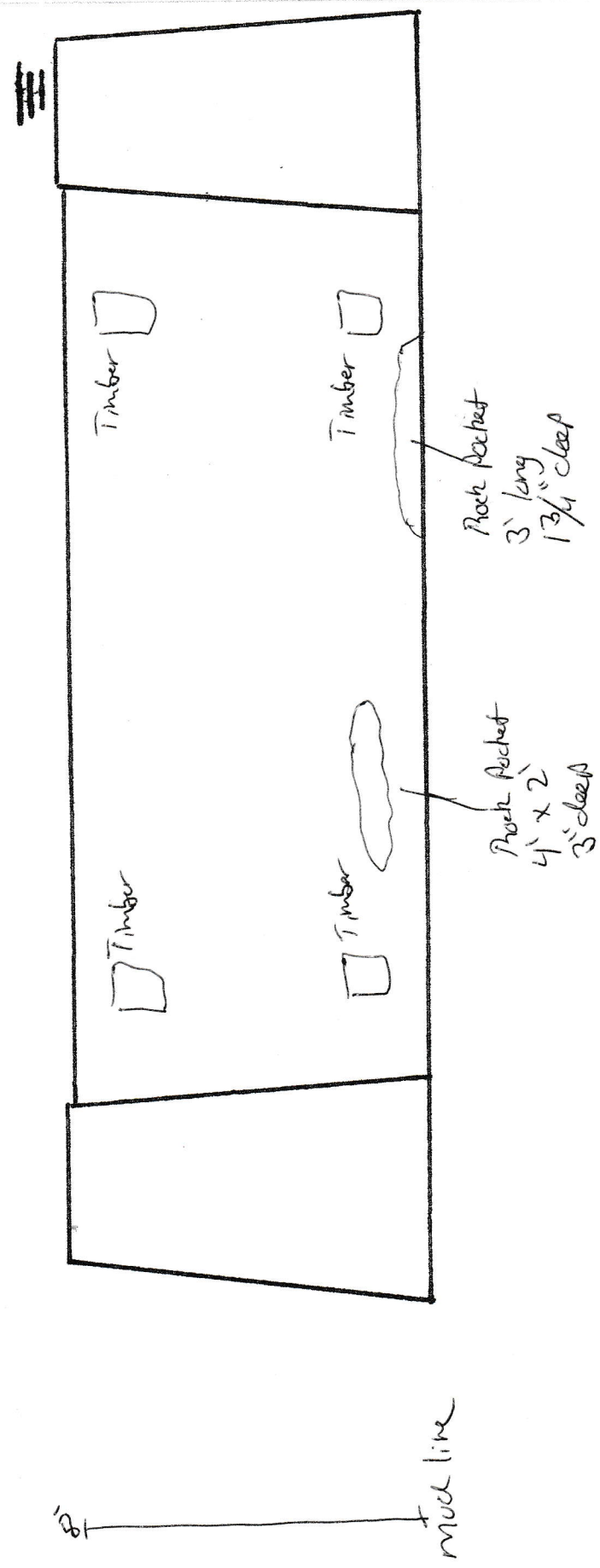
9305 Richardson St, Pasco, WA 99301 (509)547-4500  
2500 NE 104<sup>th</sup> Street, Vancouver, WA 98686 (360) 719-2173

UP Stream  
Flow  
↓

Pier 15  
South Face



Pier 15  
North face  
Up stream  
Flow →



Cascade Dive Co



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## **Pier 20**

**Inspected on 10/01/2021**

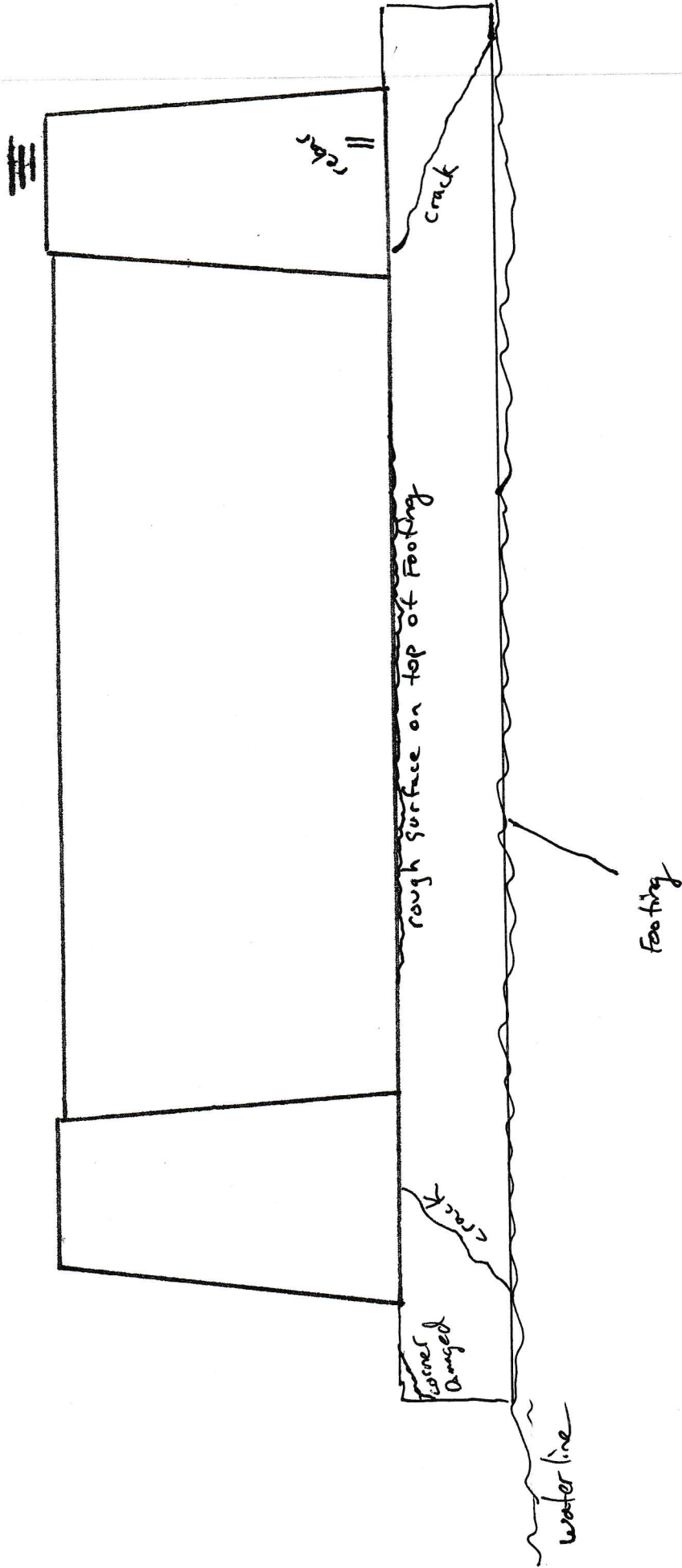
Pier 20 was found to be fully exposed on the Washington Bank. Pier footing revealed the usual spalling. The south side upstream and downstream corners revealed cracks, see Drawing. Two rebar exposed on upstream column. No major abnormalities observed.

**Cascade Dive Company**

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Pier 20  
south side

upstream  
→



→ SOUTH SIDE









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# Commission Memo



Prepared by: Fred Kowell  
Date: November 16, 2021  
Re: 6C Interoperability with State of Washington

---

The tolling division of WSDOT contacted staff requesting the Port be part of the test for interoperability between our two entities that will also lead potentially to WSDOT interoperability with other agencies in the western region. The Western Region Tolling Coalition has been working on the federal requirement of implementing interoperability nationally. WSDOT has an agreement with California and has worked out the first interoperability in the western region between California tolling agencies and the state of Washington. Now they are looking at Oregon where the Port of Hood River is the only electronic tolling agency for the state.

Interoperability functions when a motorist with a 6C protocol tag from one agency uses another agency's facility, then the toll for that facility is deducted from the "home agency" account, and the transaction is settled weekly between agencies. This test will test live crossings on both Port and WSDOT tolled facilities (i.e., bridges and roads). If the testing goes according to plan, the Western Region tolling agencies could then contract with each other.

The contractual agreements have been developed between the states of California and Washington, so there is a starting template that the Port can utilize to move forward, editing those contracts as they pertain to our state statutes.

The testing will occur over the next few weeks.

**RECOMMENDATION:** Informational.

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: November 16, 2021  
Re: Potential Impacts to Port Recreational  
Properties Related to Bridge Replacement

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During the current NEPA process, the assumptions made on Port property looked to minimize the impacts on Port property. During the current Preliminary Cost Estimate (PCE) effort assumptions as to the impacts to port property have taken a different approach. For example, the Port's administrative building, maintenance building, boat launch, trailer parking lot, the Marina One building and Marina Green are all being considered for laydown and/construction access. This has become complicated as all of those assets, if not paid for by federal Land & Water Conservation Fund (LWCF) grants in the 1970s, were included within the project boundary as part of the grant agreement. A copy of the map – though old and difficult to read - is included. These assets are considered recreational properties (6f) and Oregon Parks & Recreation Dept. (OPRD) regulates the uses.

Here are some key points ODOT and WSP have identified related to potential use of the boat launch/parking area for construction activities.

- Assuming that the public would no longer have access to the boat launch/parking during construction and the duration of this lack of access would be longer than 6 months, a conversion under Section 6(f) of the LWCF would occur.
- A conversion footprint would need to be determined in coordination with OPRD. This footprint identifies the extent of uses that would need to be replaced.
- The original LWCF grants are an important factor in determining the impacts to Section 6(f) resources. As the grants were for the boat ramps, utilities and expansion of the boat slips, these could be the focus of determining the conversion.
- A replacement property would need to be identified to reestablish the lost uses of the converted footprint assets.
  - The replacement land would need to provide a boat launch/parking with similar features (e.g., in a protected area like the marina so that the users have a similar experience compared to the current location)
  - The replacement land cannot be currently used for recreation – other designated parks, undesignated lands that people legally or illegally use for recreation, etc. Marina Green and the Port of Klickitat's boat launch (even if improved) would not qualify for replacement land.
  - The replacement land will need to remain under the jurisdiction of the Port (same owner as the converted land). There are exceptions but retaining the same owner is preferred.

- The replacement land would become an extension of the converted Section 6(f) property. In other words, the current boat ramp/parking and the replacement land would both be Section 6(f) properties, and therefore, the replacement land is a permanent investment rather than a temporary transfer of the recreational uses during construction.
- After construction, the boat ramp/parking area could be re-opened to the public at the original location. The Port would have two boat ramps/parking areas in that scenario (original and replacement).
  
- The previously established Section 6(f) park boundary that includes the Port's building/shop, boat ramp/parking, Marina Green, docks and boat slips, etc. was possibly agreed to by the Port at the time the grants were issued in the 1970s. The Port was likely a party to those discussions and changing the boundaries are not usually an option.
- Use of Marina Green for construction use may also require replacement land as it's within the Section 6(f) park boundary; however, the original grants don't appear to have been applied to Marina Green development.

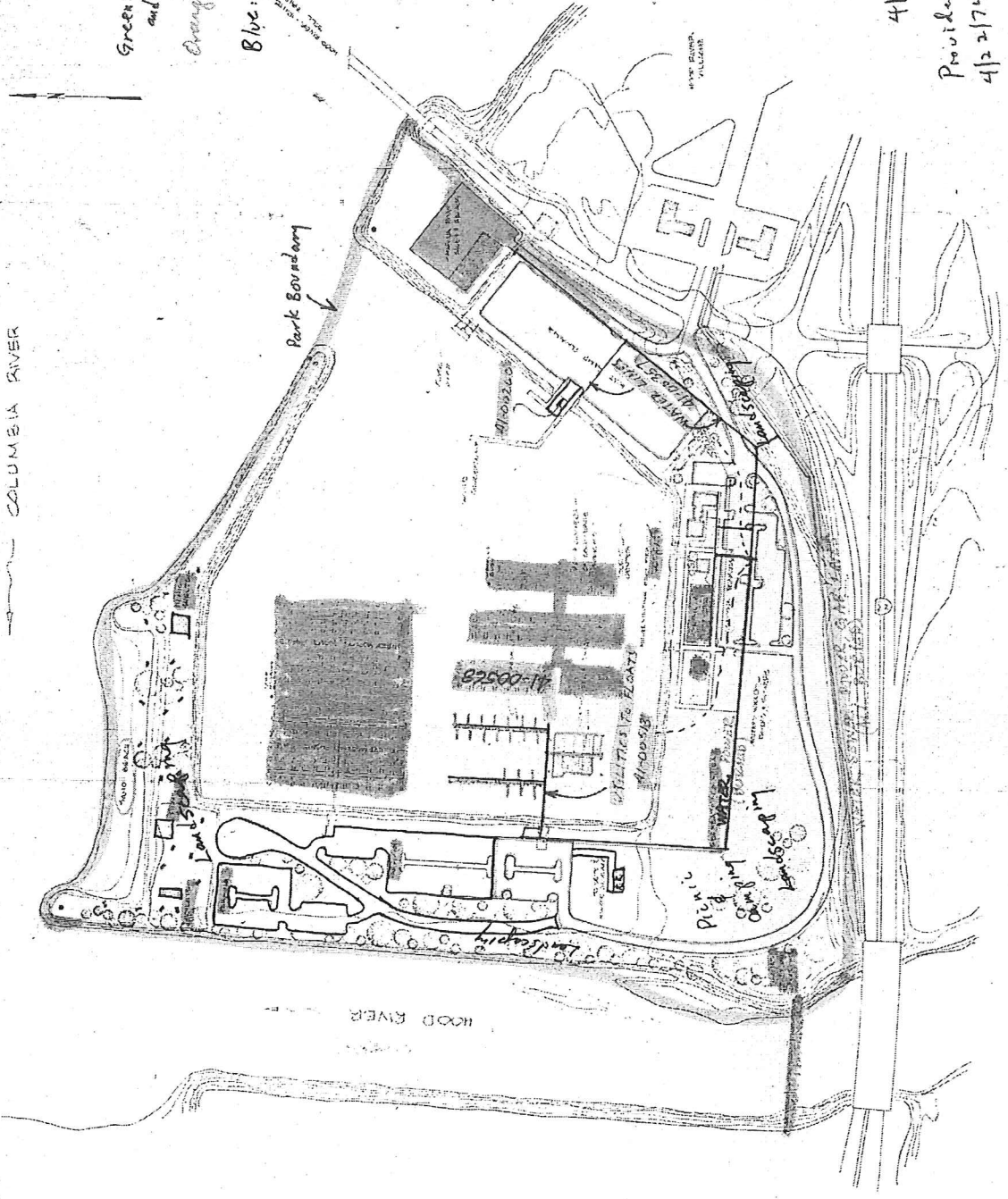
The conversion of any of these assets affect the PCE if it assumes construction staging on the boat launch/parking area and/or Marina Green. Property acquisition, development of similar recreational functions, compliance efforts with OPRD and the National Park Service (NPS), etc. should be accounted for in the PCE.

WSP is following up with OPRD to learn more about the options available to the Port and further information will be provided as it becomes available.

**RECOMMENDED ACTION:** Discussion.

41-00568

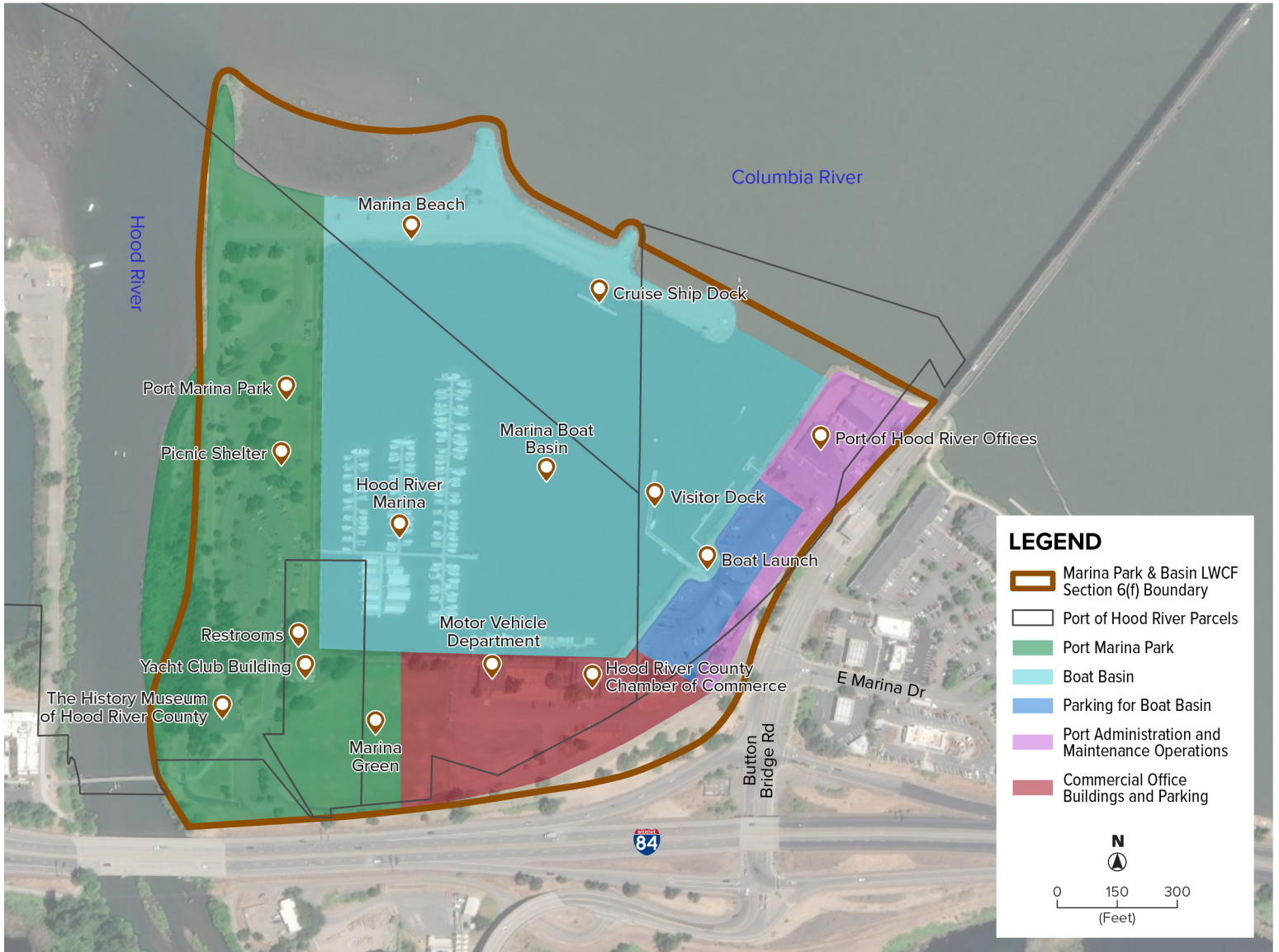
Green: Park Boundary  
and facilities constructed with BOR funds  
Orange: facilities constructed with BOR funds  
BOR grants.  
Blue: Future construction



41-00568  
Provided with starter  
4/22/74 later

SITE PLAN

REST OF WOOD RIVER





# Commission Memo



Prepared by: Michael McElwee  
Date: November 16, 2021  
Re: Commissioner Fox Discussion Items

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The attached four memoranda were prepared by Commissioner Fox. He has requested that they be discussed by the full Commission.

**RECOMMENDATION:** Discussion.

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Memo BSWG Action Item 11 - 1

Prepared by: Michael Fox Port Commissioner and BSWG Co Chair

Date: 11/10/21

RE: Follow on actions requested by BSWG **Target Funding Sources and Timing for Bridge Replacement Project**

1. During the last BSWG, the Port brought in three lobbyists and presented responses to last month's funding questions (identify additional \$30-40 million in funding by next summer. The response centered around low likelihood that additional funding would be available by June of 2022. One of the lobbyists also mentioned that it was not really needed in that additional design was needed to justify the project and additional funding. One lobbyist mentioned that there was a program that could have provided some funding, but the project had to have processed the request last year. In other words, the Port lost an opportunity by not knowing or processing the subject request. When pressed about needing additional design before the project could obtain additional funding, one of the lobbyists said that the project is well known and already justified so there was conflicting information.


During this time the BSWG shared with the lobbyists the following DRAFT Preliminary project funding chart. All lobbyists then recognized the challenge the project faces and mentioned there may be money available in late calendar year 2022 then into following years.

Approximate Cashflow Requirements: \$ x million

Fiscal Year	RBMC	Design	Construction	Demolition	Total
21/22	.5				.5
22/23	1.5	10			11.5
23/24	1.5	10			11.5
24/25	1.5	10			11.5
25/26	2	8	100		110
26/27	2	8	130		140
27/28	2	8	130		140
28/29+	2	8	20	25	55
Total	13	62	380	25	480
% of Total	2.7%	12.9%	79.2%	5.2%	100%

Values will be adjusted once Project Estimate has been completed.

It was requested that the funding requirements table be adjusted to include three new sections (on the right side of the table) entitled funding sources. These sections would be Oregon State Based, Washington State Based and Federal Based. Multiple columns within each section would



highlight individual programs. Anticipated potential funding amounts would be included in the various years where funding would likely be obtained. A side benefit to this could be to identify ROR each existing lobbyist is bringing to the project.

A fourth section was discussed later, see follow on action. It reflects what monies could be available from 2018 bridge toll increases.

This then begins to highlight the magnitude of the funding and timing challenge the project faces and may help decide the path forward such as switching to a PPP approach.

**Recommendation:** Discussion. Port Commission to direct Port Executive Director to develop these three sections with input from the respective lobbyists. This information is requested to be presented at the December 13<sup>th</sup> meeting. Doing so will help the BSWG as well as the Port Commission better understand funding and project timing challenges the project faces.



Memo BSWG Action Item 11 - 2

Prepared by: Michael Fox Port Commissioner and BSWG Co Chair

Date: 11/10/21

RE: Follow on actions requested during 11/8/2021 BSWG meeting **Past Bridge Toll Increases and Commitments of use**

Several members of the BSWG discussed a request to be made of the Port to provide information related to the existing bridge. There are two key elements to this request.

1. The BSWG requests information regarding the past bridge toll initiative from 2018 and later that sought a toll increase with commitments to fund a special account dedicated to Bridge Replacement / Bridge Maintenance. How much money has been accumulated yearly and to date in each account (assuming separate accounts). Several members discussed how it would be very helpful when talking to government representatives to be able to explain efforts we are making ourselves to fund the replacement bridge.
2. Since 2018 and on a yearly basis how much money has been spent to maintain the current bridge from this fund? It would be helpful to identify individual maintenance projects where these funds were consumed. It is expected that normal bridge maintenance would not be included in these amounts only those special projects directly dealing with aging issues.

**Recommendation:** Discussion. Port Commission to direct Port Executive Director to develop this information for discussion at the next BSWG meeting on 12/13/21. This information will help the BSWG analyze and recommend a course of action to the Port.



Memo BSWG Action Item 11 - 3

Prepared by: Michael Fox Port Commissioner and BSWG Co Chair

Date: 11/10/21

RE: Follow on actions requested during 11/8/2021 BSWG meeting **Inclusion of Replacement Bridge Work Plan into Fall Planning Session**

The attached summary replacement bridge work plan was developed and endorsed by members of the BSWG for inclusion into the Port fall planning session as it relates to the replacement bridge project. The BSWG understands that milestones included in the work plan are more aggressive than what is currently included but feel it is needed and should be supported.

**Recommendation:** Discussion. Port Commission to direct Port Executive Director to adjust current Port work plan to match BSWG endorsed work items and associated schedules.

## RBMC Work Plan by Fiscal Year BSWG Endorsed Submittal

Driving Milestones to achieve the work plans:

1. RBMC contract awarded by December 2021
2. Design contract awarded by June 2022
3. Roughly \$30 million needed for full design effort before award. Likely by April 2022 or design contract RFP will have to be “staged” to match anticipated funding.
4. A PPP RFP package will be ready to issue somewhere around February 2023. At that time we need to gauge whether federal and state funding is sufficient to build the bridge. If not, we pivot to PPP approach (rest of the work plan years will have to be modified greatly).
5. Design contract(s) RFP will be ready for issue around June of 2025.

Approximate Cashflow Requirements: \$ x million

Fiscal Year	RBMC	Design	Construction	Demolition	Total
21/22	.5				.5
22/23	1.5	10			11.5
23/24	1.5	10			11.5
24/25	1.5	10			11.5
25/26	2	8	100		110
26/27	2	8	130		140
27/28	2	8	130		140
28/29+	2	8	20	25	55
<b>Total</b>	<b>13</b>	<b>62</b>	<b>380</b>	<b>25</b>	<b>480</b>
% of Total	2.7%	12.9%	79.2%	5.2%	100%

Values will be adjusted once Project Estimate has been completed.

### June 21/22 (Assume contract award December 2021)

- Develop and Implement
  - Project Management Plan
  - Develop Communications Plan that will:
    - Emphasize human connection to and critical nature of the project via an established digital and print media campaign that includes a project webpage, social toolkit for use by affiliated BSWG government agencies, white paper and presentation templates, as well as video and audio deliverables for distribution via digital and radio channels.
    - Implement stakeholder engagement series that connects with and informs the impacted communities; special emphasis on BIPOC community organizations and focused outreach
    - Establish and maintain an asset library of historical, current, and in-construction images and media components for the length of the project, that is also disseminated to all vested project partners

- Support presentation needs of BSWG and associated government entities for any bridge-specific speaking engagements or opportunities
  - Seek out speaking and presentation opportunities for BSWG members that could result in expanded stakeholder support or increased public awareness
- Master Schedule
- Establish Project Baseline (Scope, schedule, cost) using published Project Estimate as starting point.
- Funding Plan including projected cashflow requirements along with identification of funding sources. Bond plan.
- Progress Reports
- Critical Items Action Report
- Risk Register
- Invoicing
- Change Control Register
- Second year work plan
- Absorb and take ownership of NEPA process outstanding work items.
- Integrate existing lobbyists efforts
- Attract \$30 to \$40 million for design package
- Develop, issue, analyze, recommend award of the design contractor with staged funding

#### **June 22/23 – RBMC year 2 Design Year 1**

- Ongoing reporting against management tools
  - Progress against schedule
  - Cost against plan
  - Critical Items
  - Trend program (early warning notification of potential design impact to cost and schedule)
  - Cashflow
- Manage design effort
  - Review and approved design contractor's schedule
  - Adjust Project Master schedule as needed to reflect agreed upon design schedule
  - Adjust Project Baseline costs as needed to reflect agreed upon design contract
  - Review and verify design progress
  - Verify and approve design invoices for payment
  - Resolve design related issues with Port and BSWG as needed
  - Monitor design progress and design evolution. Evaluate and report cost and schedule deviations to the approved baseline through change control and trending program
  - Conduct in water Geotech survey for foundation design either via design contract addition or direct hire contract. Incorporate into bridge design.
- Implement Communication Plan
- Finalize replacement bridge major architectural features after negotiations with local bodies as needed.
- Develop and implement strategy to obtain needed right of ways
  - Tribes' river access



- Railroad crossing
- Utilities
- Other
- Follow on needed permits and local agreements
  - Bridge configuration
  - Construction laydown, staging, construction access space
- Modify as needed environmental and other permits as design progresses
- Develop a Bonding Plan to obtain balance of funding needed
- Develop Traffic Revenue Study in support of bonding program
- Develop PPP options and RFP as an option should insufficient government funding be obtained
- Third year work plan

### June 23/24 RBMC year 3 Design Year 2

- Ongoing reporting against management tools
  - Progress against schedule
  - Cost against plan
  - Critical Items
  - Trend program
  - Cashflow
- Manage design effort
  - Update Project Master schedule as needed to reflect agreed upon design
  - Update Project Baseline costs as needed to reflect design progression
  - Review and verify design progress
  - Verify and approve design invoices for payment
  - Resolve design related issues with Port and BSWG as needed
  - Monitor design progress and design evolution. Evaluate and report cost and schedule deviations to the approved baseline through change control and trending program
- All right of way agreements finalized
- Implement Communication Plan
- **Key decision point** whether to proceed as planned or adjust to PPP approach to bridge replacement
- Begin process for developing bond funding needed
- Develop, evaluate and recommend construction contracting strategy.
- Year four work plan

### June 24/25 RBMC year 4 Design Year 3

- Ongoing reporting against management tools
  - Progress against schedule
  - Cost against plan
  - Critical Items
  - Trend program
  - Cashflow

- Manage design effort
  - Update Project Master schedule as needed to reflect agreed upon design
  - Update Project Baseline costs as needed to reflect design progression
  - Review and verify design progress
  - Verify and approve design invoices for payment
  - Resolve design related issues with Port and BSWG as needed
  - Monitor design progress and design evolution. Evaluate and report cost and schedule deviations to the approved baseline through change control and trending program
- Construction contract related
  - Obtain Needed Construction Funding from state and federal government
  - Obtain Bond funding needed to close the gap
  - Develop Health and Safety oversight program of construction
  - Develop construction access plan (comprehensive to include waterway, marina, existing bridge traffic etc...)
  - **Develop, issue, analyze, award construction contract(s).**
  - Review and approve construction contract pre construction items
  - Update Project Master schedule as needed to reflect agreed upon construction schedule
  - Update Project Baseline costs as needed to reflect construction contract
  - Begin clearing and preparing staging and laydown areas for use by construction contractor.
  - Prepare to deliver client owned services, space and equipment to the construction contract
  - Prepare and process as needed design contract change to reflect design support during construction
  - Prepare year 5 work plan
- Implement Communication Plan

#### June 25/26 RBMC year 5 Construction Year 1

- Mobilize Construction Contract
- Manage delivery of client owned services, space and equipment being provided to the construction contractor
- Oversee how Contractor establishes construction temporary facilities, laydown/staging areas, utilities, access piers, temporary roads etc... Ensure work is supported by previous agreements, permits, etc...
- Review and verify construction progress
- Verify and approve construction invoices for payment
- Oversee contractor foundation work, ensure working to design specification
- Ongoing reporting against management tools
  - Progress against schedule
  - Cost against plan
  - Critical Items
  - Trend program
  - Cashflow
  - Resolve design / construction related issues with Port and BSWG as needed

- Ensure required design support during construction is timely
- Develop bridge access transition plan for transferring traffic from old to new bridge.
- Implement Communication Plan
- Develop year 6 work plan

#### **June 26/27 RBMC year 6 Construction Year 2**

- Oversee contractor balance of foundation work as well as roadway work, ensure working to design specification. This includes Washington side access.
- Ongoing reporting against management tools
  - Progress against schedule
  - Cost against plan
  - Critical Items
  - Trend program
  - Cashflow
  - Resolve design / construction related issues with Port and BSWG as needed
- Ensure required design support during construction is timely
- Implement Communication Plan
- Year seven work plan

#### **June 27/28 RBMC year 7 Construction Year 3**

- Oversee contractor balance of roadway work, ensure working to design specification. This includes Washington and Oregon side access.
- Ongoing reporting against management tools
  - Progress against schedule
  - Cost against plan
  - Critical Items
  - Trend program
  - Cashflow
  - Resolve design / construction related issues with Port and BSWG as needed
- Ensure required design support during construction is timely
- Implement Communication Plan
- Ensure completion of new bridge construction, two access projects and traffic transfer has been completed with all work done, no punch list items and done to design specification. Open the new bridge for traffic.
- Year 8.9.10 work plan

#### **June 28/29, 29/30,30/31 RBMC year 8+ Removal of old bridge (possible only need two years)**

- TBD



Memo BSWG Action Item 11 - 4

Prepared by: Michael Fox Port Commissioner and BSWG Co Chair

Date: 11/10/21

RE: Follow on actions requested during 11/8/2021 BSWG meeting – **Industry Day RBMC**

The BSWG discussed the idea of having an industry day via zoom where potential RBMC companies could gain a first-hand understanding of RBMC responsibilities and a better understanding of owner expectations.

Various members of the BSWG are interested in participating in such an event.

It was requested that the Port reach out to ODOT for potential guidance as to how to conduct such an event.

Timing for the event should be early to mid-December.

**Recommendation:** Discussion. Port Commission to direct Port Executive Director to contact ODOT for any guidance and to develop an approach with schedule for such an event scheduled in early December.

## **Administration**

- The Fall Planning Work Session will be held on December 7 at 12:00 p.m. At this point, we are assuming the meeting will be held at the Port conference room. Lunch will be provided and a menu sent to Commissioners in advance.
- Efforts are underway to fill the Chief Financial Officer position. These include a retainer with Duffy Group, recruitment firm, a solicitation in the Columbia Gorge News, posting on the Port's website as well as Indeed, LinkedIn, and Facebook, and some direct contacts.
- A meeting of the Hood River Energy Council was held on November 10. Commissioner Fox is the Port's representative. Attached is a project list that was shared at the meeting.
- Attached is the revised organizational chart that reflects the modified and new positions authorized by the Commission last April and reflected in our FY22 Budget. I am working through the process of modifying job descriptions now with full implementation of the changes by January. Positions will be filled by promotions, and internal and external recruitment. This is an action item on my FY21/22 Workplan.
- I have commenced work on two action items on my annual Workplan—preparation of alternatives for my Annual Performance Evaluation Form and a method to survey Port employees to ascertain workplace satisfaction and employee wellness. I am working with HR Answers on these actions and will bring initial recommendations to the Personnel Committee and then to the full Commission for approval.
- Genevieve is supervising a video production intern for this trimester through the high school's CRT program. Elise Davis is a multimedia student and Hood River Valley high school, and her project includes full production of a video covering the history of the bridge. Ms. Davis is in the research phase of her project and will submit a storyboard outline in the next couple of weeks. Unlike other Port internships, Ms. Davis' is unpaid, and she will instead receive course credit for her work.
- MCEDD's 2021 Economic Symposium took place on November 5, and the agency release its draft 5-Year Comprehensive Strategic Plan for community review. The 2021 Update and the Summary documents are available here: <https://www.mcedd.org/strategy/>

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## **Recreation/Marina**

- New Wind Kiteboarding, one of the Event Site concessions, has been sold to John Melesco, owner of Doug's Sports. A new lease will be drafted before January 1<sup>st</sup>, 2022.

- The Slider Project has plans to remove the slider jumps from the sandbar on November 20<sup>th</sup>. They have permission to access from the Spit from staff.
- Staff is working with the Hood River County Health Department on their request of use of the DMV parking lot for the FEMA tour bus that provides free vaccines. They will park the bus on the lot November 16<sup>th</sup> – 24<sup>th</sup> and set up a tent for drive-up vaccinations. Staff has alerted the tenants in the adjacent buildings.

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### **Development/Property**

- Structural engineer Steve Hawk has submitted a report after inspection of the new cracking that was recently observed in an exterior wall of the Jensen Building. In Mr. Hawk's opinion, the cracking does not impact the structural integrity of the building. The brief report is attached.
- Attached are a series of slides showing pandemic recession job loss and recovery in Oregon and specifically in Hood River County. These clearly show the serious and more severe impact to our community, particularly in some business sectors. These were requested by Genevieve and prepared by Dallas Fridley, Regional Economist for the State of Oregon Employment Department and will be used as part of our EDA grant application for Lot #1 infrastructure. A resolution authorizing submittal of the application is an action item for tonight's meeting.

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### **Airport**

- Chris Robuck, an active member of the recent Noise Advisory Group, has prepared the attached analysis of the aviation activity at the airport. This is an excellent effort to interpret the data we have gathered before.
- The delivery date for new fuel tank has been delayed and will likely not occur until January of 2022. Meanwhile, staff is working through the process to obtain a building permit from Hood River County that will require review from LUCS and Fire Marshall.
- The alternate grass landing area ("AGLA") is closed due to repairs to eroded grass area. NOTAM issued.

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### **Bridge/Transportation**

- Spectrum Pacific West was forced to cancel the cable repair scheduled for November 10 due to mechanical issues with the helicopter. The work is now will be tentatively scheduled for the backup date of November 17.
- Deck welding began on Nov. 8 and will extend through the 24<sup>th</sup>, depending on weather conditions.
- Port staff is preparing the contract and specifications for the Hood River Bridge Overlay Project. This project will involve extended bridge closures to complete the project.

Construction impact on traffic is a big challenge, bid approaches are being evaluated to incent contractors and may require an exemption from competitive bid process. We are working with legal counsel and engineers on these details. Port staff will bring recommendations to Board in December.

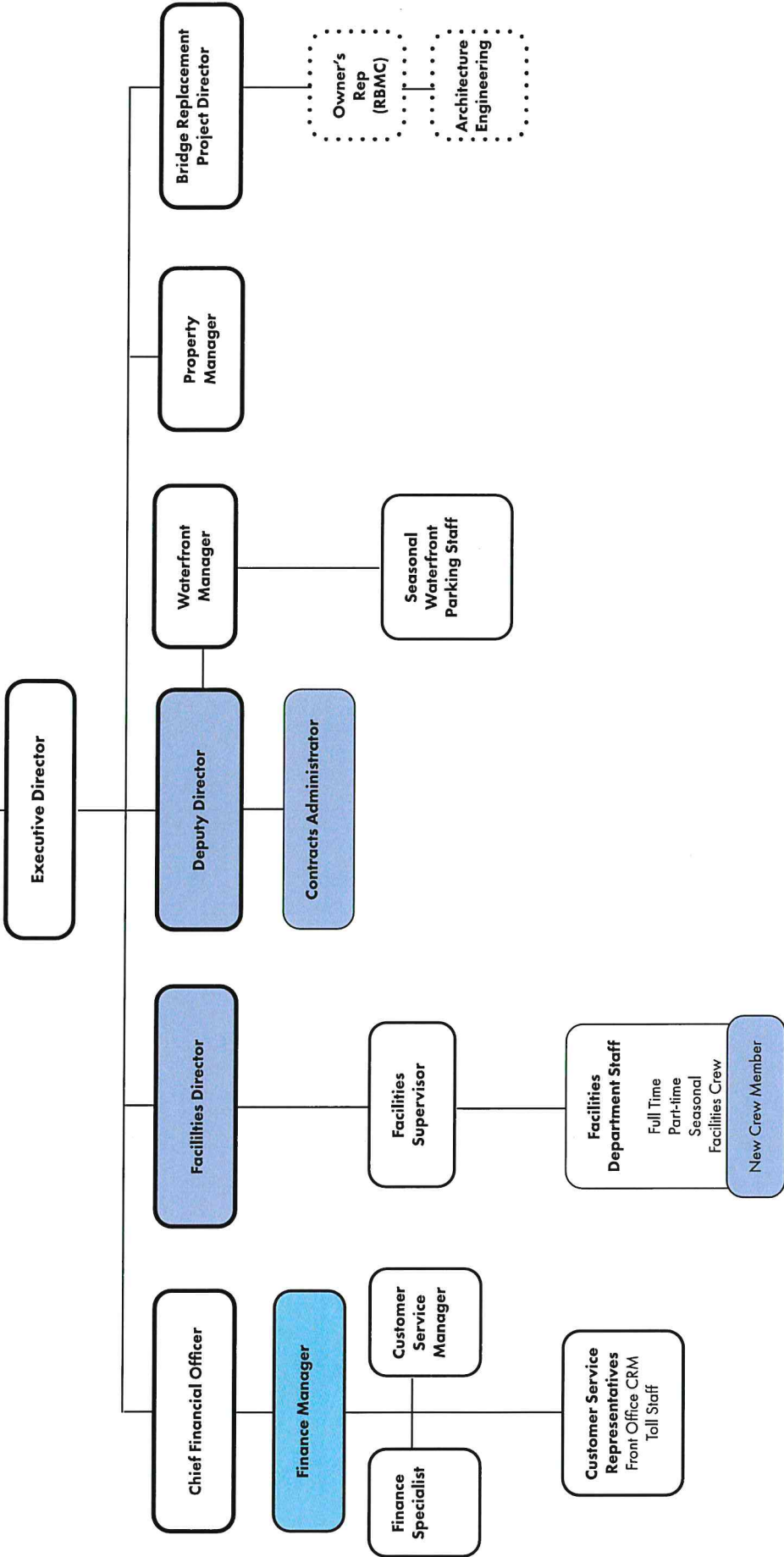
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Project Name	Description	Owner(s)	Cost	Value (\$ saved, energy/water saved/generated, resilience benefits, jobs )	Status	Energy Plan   Work Plan Area	Energy Council Involvement	Other Organizations Involved
<b>Infrastructure</b>								
City of HR Dee Bridge In-Conduit Hydro	In-conduit hydroelectric project located near Dee Bridge within City of Hood River municipal water system. The project replaces pressure reducing valves with hydroelectric turbines to generate electricity.	City of Hood River	Project installation cost (estimate): \$1,220,000   50% likely available through ETO	Local power generation. Efficient use of City resources (\$ savings). Potential to deploy for resilience purposes in the future.	<b>Active:</b> City of Hood River approved Phase I of the Dee Bridge Hydroelectric Design and Construction Management project with NLine Energy as contractor 2021. Funding will be needed for construction	Agriculture and Water   In-Conduit Hydro	Energy Plan Steering Committee (precursor to Energy Plan) helped catalyze project by connecting the City to Energy Trust funding for the project.	Energy Trust, NLine Energy Trust
County-Wide Critical Facilities Solar + Storage Microgrids	9 resilient solar + storage and generator backup systems at critical facilities designed to keep facilities operational for a two week power outage.	FISH Food Bank, Hood River County Health, City of Hood River, Columbia Gorge Community College, Westside Fire, City of Cascade Locks, Hood River County School District, Mount Hood Grange, Hood River Valley Adult Center	\$4,229,00 + Westside Fire System (costs unknown)	Ensuring key critical facilities are operational and potentially available for community shelter during an extended outage such as a major fire, safety de energization, storm, or Cascadia Subduction Zone Earthquake. Providing bill savings and reducing fossil fuels.	<b>Active:</b> Feasibility studies are complete. The County of Hood River submitted a letter of interest to the BRIC program September 2021 and was encouraged to apply to HMGP program instead. Energy Trust and HRCEC staff are working to answer governing body questions and concerns about the funding sources. Timeline for HMGP grants currently unknown.	Community Scale Solutions   Solar + Storage	HRCEC and staff catalyzed project. Staff supporting project coordination for 9 sites in close coordination with project manager, Energy Trust	Energy Trust, Bonneville Environmental Foundation, Site owners, Pacific Power
FID Community Microgrid	A resilient microgrid using existing FID hydro power along with additional solar + storage with the potential of supporting additional facilities on the distribution feeder (up to a maximum peak of 500 kW) while riding through a an outage event at any time of year.	Farmers Irrigation District (FID)	\$6,560,000	Ensures FID can continue providing irrigation water and offers the potential to provide backup power to additional facilities. Local power generation.	<b>Active:</b> Pre-feasibility study complete. Additional funding needed for planning to assess land availability for additional solar etc. Conversations with Pacific Power and additional funding needed for technical feasibility of utilizing the power to provide back up power for additional facilities.	Community Scale Solutions   Solar + Storage	HRCEC and staff catalyzed project. Energy Trust managing feasibility. Staff supporting project coordination.	Energy Trust, FID, Farmer's Conservation Alliance
Energy Resilience at Affordable Housing	Energy efficiency and energy resilience integrated into City and County supported affordable housing developments at Rand Road and Cascade Ave.	City of Hood River		Increased local energy generation. Increased savings. Increased resilience to power outages. Increased access to low-income community members.	<b>Active:</b> The City issued a Request for Proposals (RFP) to BRIDGE Housing Corp. and Community Development Partners on September 15, 2021. Selection of the preferred development team is expected this October or November. The project has a goal of incorporating resiliency and efficiency measures to reduce utility costs.	Buildings, Community Scale Solutions   Path to Net Zero Energy, Community Process Engagement	Energy Council encouraged City to include resilience and energy efficiency in the goals of the development. Energy Council members and staff coordinated with Energy Trust to provide resources. Staff also connected City to an opportunity to participate in a shared electric vehicle grant.	Energy Trust
Residential Solarize Campaign	A bulk purchasing program that encourages customers to purchase solar during a specific period of time by convening selected installers, providing educational events, and streamlining process. The program will target outreach to Latinx communities and include resilience concepts such as the ability of solar + storage to prevent power outages	Assorted home owners		Increased local energy generation. Increased savings. Increased resilience to power outages. Increased access to Latinx communities.	<b>Active:</b> HRCEC working to finalize contract with TNDI to provide outreach support and consultation. Campaign timing will depend on TNDI recommendation.	Community Scale Solutions   Community solar pathways	Energy Trust introduced the opportunity for a Solarize campaign to the Energy Council. HRCEC staff contracting with TNDI for execution.	Energy Trust, Solar Oregon , TNDI, Meyer Memorial Foundation
Weatherization and Solar + Storage Access Assessment	Needs, Interest and Awareness assessment that both increases awareness around existing resources and evaluates community needs and interests related to energy among low-income and communities of color throughout Hood River County.	Assorted energy users		Increased accesses to energy efficiency and solar. Increase energy savings.	<b>Active:</b> HRCEC working to finalize contract with TNDI to provide outreach support project.	Buildings, Community Scale Solutions   Home Energy Efficiency	Energy Trust of Oregon	Energy Trust, TNDI, Meyer Memorial Foundation, MCCAC, MCHA
HRCS Resilient Electric School Bus and Microgrid	Electric school buses to support Hood River County school district and potentially capable of being deployed as mobile back up power during power outages (also called Vehicle to Grid (V2G)). Opportunity to create a microgrid at the bus barn capable of charging the bus during a power outage and providing grid services.	Hood River County School District (HRCS)	Unknown	<b>E-Bus:</b> Reduce fossil fuel emissions. Reduce students exposure to harmful particulate matter. Operational Savings. Quieter operation. Benefits to low-income and Latinx students. <b>Microgrid:</b> when parked and plugged, the buses could help balance electrical demand and enable grid decarbonization by charging during off-peak and/or low-carbon hours and pushing energy back onto the grid during periods of high demand and/or high carbon emissions. They could provide ancillary services such as voltage support and frequency regulation. The system will be able to tap into the stored energy in the school bus batteries to provide islanded resiliency support to community-identified resilience centers during local or regional power outages.	<b>Pending:</b> With HRCEC and consultant support, HRCS submitted a grant application for one electric school bus to DEQ in August 2021. Plans for a microgrid are delayed as the district considers future of bus barn.	Community Scale Solutions, Transpo & Land Use   Solar + Storage, Public Fleet Audit and Support	Energy Council members catalyzed project and secured funding for early stage investigation. Staff and members have supported coordination throughout the project. Staff convened partners and supported grant application for 1 E-Bus.	Energy Trust of Oregon, Bonneville Environmental Foundation, Forth

Project Name	Description	Owner(s)	Cost	Value (\$ saved, energy/water saved/generated, resilience benefits, jobs )	Status	Energy Plan   Work Plan Area	Energy Council Involvement	Other Organizations Involved
Providence Hospital Volunteers in Action (VIA) Program EV	Purchase of a weather and client appropriate electric vehicle Volunteers in Action (A program providing transportation and services for elder adults operated through Providence Hospital).	Providence Hospital	\$141,745	Expand access to critical transportation services for older, low-income and disabled adults in Hood River and Klickitat Counties. Expand access to electric vehicles.	<b>Pending:</b> HRCEC staff project managed a grant application to Pacific Power in August 2021. Awaiting decision.	Transpo & Land Use   Public Fleet Audit and Support	Energy Council staff introduced the opportunity to providence and staff project managed grant applications.	Columbia Willamette Clean Cities Coalition
City of HR Energy Generation at the Wastewater Treatment Plant	City of Hood River cogeneration or Renewable Natural Gas (RNG) production and potential microgrid at the wastewater treatment plant.	City of Hood River		The waste water treatment plant is the City's largest energy user. A cogeneration or renewable natural gas project offers significant opportunities to reduce City energy and greenhouse gas emissions and generate local energy. Designing the system to microgrid could allow the critical facility to continue operating in a power outage.	<b>Complete (In short term):</b> Preliminary technical and financial viability of a cogeneration system at the wastewater treatment plant (2021) found that cogeneration at the plant is currently not technically or economically feasible due to the both the amount of biogas being produced at the plant and the size of current biogas systems on the market. The City will revisit the topic after additional projects have been implemented (no sooner than 3 years). Energy Council staff encouraged City Council to also consider RNG when revisited. The City has not considered microgrids.	Buildings   City of HR WWTP	Energy Plan Steering Committee (precursor to Energy Plan) helped catalyze project by connecting the City to Energy Trust of Oregon for technical assistance. Also connected to NWN.	Energy Trust, Northwest CHP Technical Assistance Partnership (a program of the US Department of Energy)
Public Building Energy Efficiency Assessments	Energy efficiency assessments completed at public buildings.	City of Hood River, Hood River County		Efficient use of public resources (\$ saved). Increased energy efficiency.	<b>Complete</b> (In short term): Through Energy Trust programing, the CityHR completed energy effieciency evaluations at the Fire station, City Hall, Public Works buildings. HRC completed them assessments at the County Business Administration and Public Works buildings. Both HRC and CityHR interested in moving forward with next stage of assessments(Investment grade audits). HRC staff and City staff do not see moving forward with Strategic Energy Management this year.	Buildings   Public Bodies Lead By Example	Energy Council coordinated with Energy Trust to secure opportunity.	Energy Trust
Belmont in Conduit Hydro	32 Kw Pressure Reducing Valve (PRV) In-Conduit Hydroelectric Project located near Belmont within City of Hood River municipal water system	City of Hood River		Increased ability to strengthen community resilience to natural or human caused power disruptions and efficient stewardship and use of local resources	<b>Not active.</b> Unknown if additional feasibility is needed.	Agriculture and Water   In-Conduit Hydro		
<b>Note:</b> Projects represented reflect work plan projects or infrastructure projects. It does not reflect all projects the Energy Council is supporting. For more information contact Energy Council staff or project owners.								

**PORT COMMISSION**  
5 members,  
elected to 4-year terms



**KEY**

■ NEW POSITION

■ FUTURE POSITION

⋯⋯⋯ CONSULTANT

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## Memorandum

**Date:** November 10, 2021

**Project:** Jensen Building Crack Evaluations

**To:** John Mann

**Company:** Mountain States Construction

**Project No.:** 212252

**C:**

**From:** Steve Hawk

---

Dear John:

On September 28, 2021, I visited the Port's Jensen Building at 400 Portway Avenue in Hood River and met with Ryan Klapprich to observe conditions of the exterior concrete tiltup walls at the north side of the building. The tops of the walls at the panel joints has cracked at most every joint, as seen in the Photo 1 below:



Photo 1: Typical cracking at panel joint

Some of the cracking has been patched and the panel joint caulking is missing as seen in Photo 2. There are other locations where the concrete has spalled away.



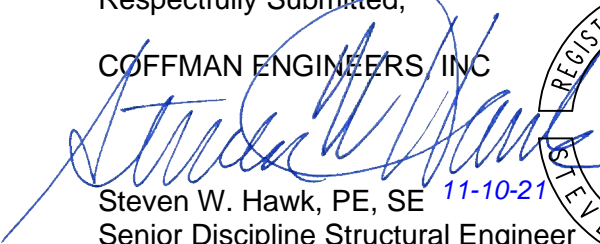
Photo 2: Crack patched across panel joint (not recommended) and missing/failed caulking

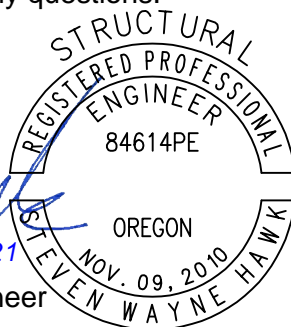
It is possible that there is a steel plate panel-to-panel connection on the inside of the walls that is restraining the thermal expansion/contraction of the panels and the cracks have formed to relieve the restraint from the connection. The cracking is not a serious structural concern, however, we recommend patching the concrete where any exposed rebar exists and to re-caulk the panel joints as necessary keep water out of the building. When patching the concrete, we recommend not patching across the panel joint, as the patch will crack over time (like Photo 2) as the panels expand and contract.

Please let us know if you have any questions.

Respectfully Submitted,

COFFMAN ENGINEERS / INC

  
Steven W. Hawk, PE, SE 11-10-21  
Senior Discipline Structural Engineer



RENEWS: 06-30-23

**To:** Michael McElwee  
**cc:** Greg Hagbery  
**From:** Chris Robuck  
**Date:** September 28, 2021 original. Revised item 2.A. on 10-24-21.  
**RE:** Airport operations data

This is the analysis of FlightAware data for August 2020-21. These are three sections in this memo.

1. What is missing from the FlightAware data?
2. Information derived from the data
3. Potential next steps

Related files are as follows.

- *FlightAware Aug 2020-21 master file* is the raw data, manipulation and summaries.
- *FlightAware Aug 2020-21 process notes* explains how the data was refined and sorted.
- *fly in Sept 2021* compares the estimated number of planes to the FlightAware data.
- *camera Sept 2021* is the results of Dave's work with the game camera.

Throughout this document, file names are italicized and may be in <sup>superscript</sup>. The names of sheets within the *FlightAware Aug 2020-21 master file* are in superscript and are preceded with a number.

## 1. WHAT IS MISSING FROM THE FLIGHTAWARE DATA?

FlightAware includes only aircraft equipped with ADS-B out transponders, which is not required for those remaining in certain airspace. In addition, because of terrain and other factors, FlightAware misses some aircraft that do have ADS-B. The challenge is to estimate:

- what percentage of aircraft using the Hood River airport are not included in FlightAware, and
- whether these are disproportionately of a given type.

Results relevant to the first question follow.

1. Of the planes in T-hangers leased from the Port, 58% had no flights in FlightAware for the 12 months.<sup>5 t-hanger planes</sup>
2. The game camera captured 78 arrivals and departures over four days. 58% of those were not in FlightAware.<sup>camera Sept 2021</sup>
3. 280 planes were estimated to have attended the 2021 fly-in. FlightAware recorded 116, so 59% of the estimated number were not in FlightAware.<sup>fly in Sept 2021</sup>
4. For the ADS-B equipped planes in the FlightAware data, 27% of the trips were incomplete -- either the arrival or the departure was not listed.<sup>3 length of stay</sup>
5. For one ADS-B equipped plane based in Hood River, 20% of its departures and 4% of its arrivals per the flight log did not appear in FlightAware.<sup>4 ADS-B plane</sup>

It seems reasonable to conclude that FlightAware missed just over half of the operations in Hood River.

Half of a data set is enough for valid inferences if the missing data is not disproportionately of a given type. That question, though, cannot be answered.

## 2. INFORMATION DERIVED FROM THE DATA

### A. OPERATIONS<sup>10</sup> graphic

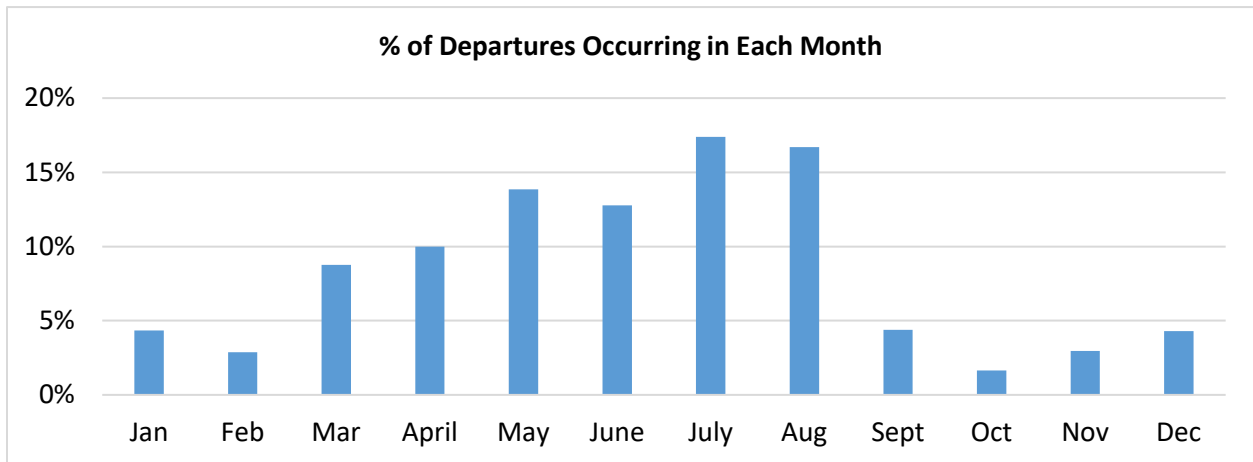
Below is a very rough estimate of total operations (arrivals and departures). It assumes that FlightAware captures only 42% of the operations. It compares the extrapolated FlightAware totals to the latest 5100 report, which uses a formula supplied by the FAA to estimate operations. Since the 5100 report was for a 12-month period immediately prior to the COVID pandemic, the difference between the two estimates is attributed to it.

	Aug 2020-21	Sept 2019-20	COVID
Estimated Total Operations	FlightAware	5100 Report	Effect
From and to Hood River	4,267	4,199	none
From or to elsewhere	7,529	10,011	-33%
Total	11,795	14,210	-20%

#### Caveats:

- The FlightAware data listed 301 more arrivals than departures than departures for non-based planes. Much of that discrepancy was found, during work on the length of stay, to be missing departures for trips by non-based planes. For the point estimate above, the higher of the two totals was used.

### B. SEASONALITY<sup>1</sup> graphs

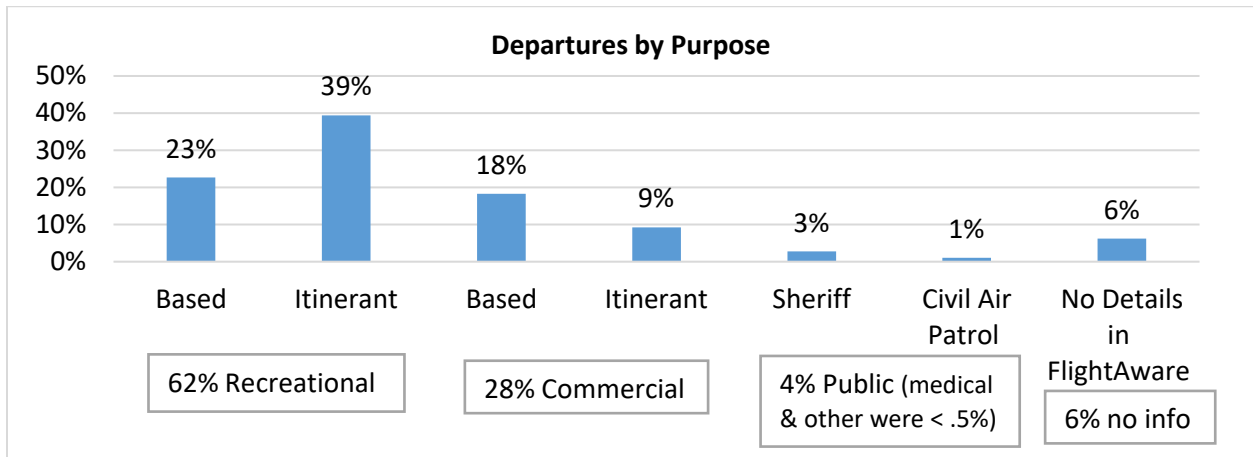


#### Caveats:

- FlightAware is estimated to miss just over half of the operations in Hood River.
- The available data is missing a significant, but unquantifiable, number of departures occurring in October<sup>4</sup> ADS-B plane



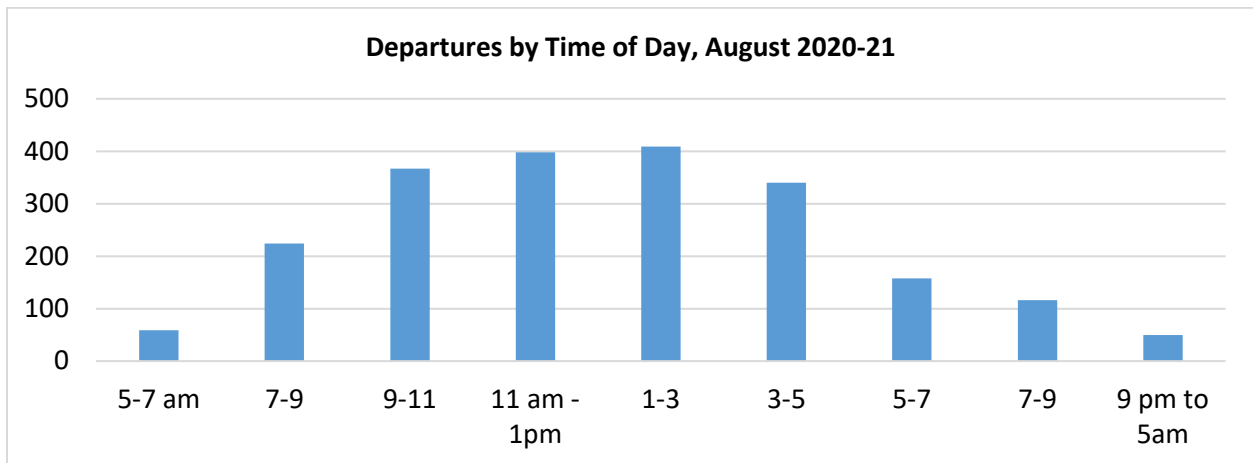
**C. PURPOSE**<sup>1 graphs</sup>



**Caveats:**

- FlightAware is estimated to miss just over half of the operations in Hood River.
- The distinction between based / itinerant and recreational / commercial was made manually and contain an element of judgment.
- Six percent of the listed departures lack the information needed to ascertain whether they were based / itinerant and recreational / commercial.

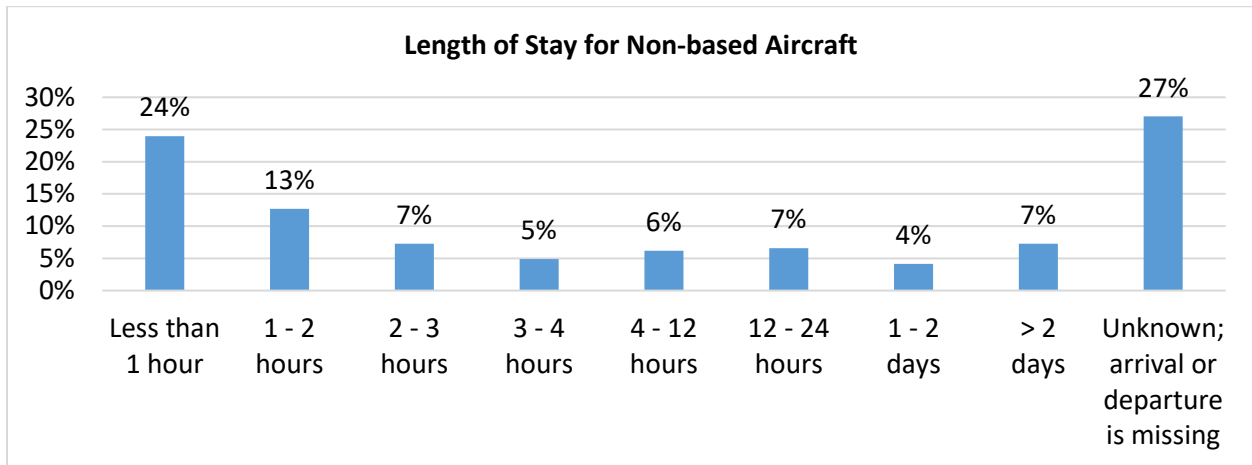
**D. TIME OF DAY**<sup>2 time of day</sup>



**Caveats:**

- FlightAware is estimated to miss just over half of the operations in Hood River.

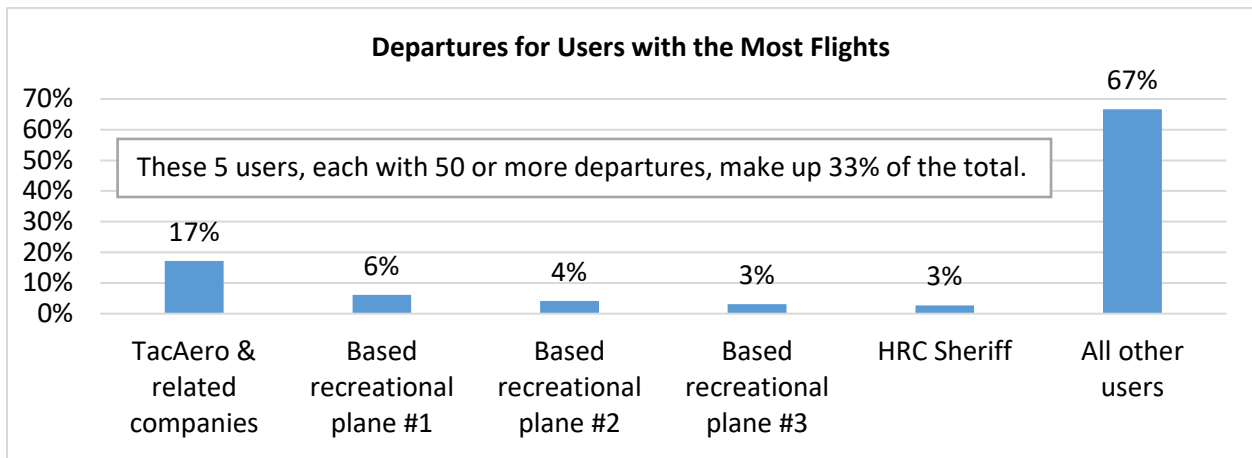
**E. LENGTH OF STAY<sup>3</sup>** length of stay



**Caveats:**

- FlightAware is estimated to miss just over half of the operations in Hood River.
- The distinction between based / itinerant is crucial to this analysis. The results above are only as valid as that distinction, made as explained in the separate document titled process notes.
- In the available data, 27% of the trips for non-based aircraft lack either the arrival or departure information, so length of stay cannot be determined.

**F. LARGEST USERS<sup>7</sup>** largest users



**Caveats:**

- FlightAware is estimated to miss just over half of the operations in Hood River.

## G. TYPE OF AIRCRAFT<sup>8</sup> type of aircraft

	Number	Percent
Fixed wing	566	91%
Helicopter	43	7%
Jet	6	1%
Unknown	10	2%
Total	625	100%

### Caveats:

- FlightAware is estimated to miss just over half of the operations in Hood River.
- These same caveats apply the the monthly reports TacAero prepares for the Port. Airport activity is captured by MotionInfo, which operates in the same way as FlightAware and has the same limitations.

### Endnote:

TacAero uses MotionInfo to prepare monthly reports. MotionInfo operates n the same way as FlightAware, so it has the same limitations.

## 3. POTENTIAL NEXT STEPS

The analysis of the FlightAware data is done; I can't think of any more questions that could be tackled with this data set. Likewise, the game camera experiment is complete; Dave Koebel thinks the camera mounting worked well and can't see how any significant changes would help the outcome.

To get better data, here are possible next steps.

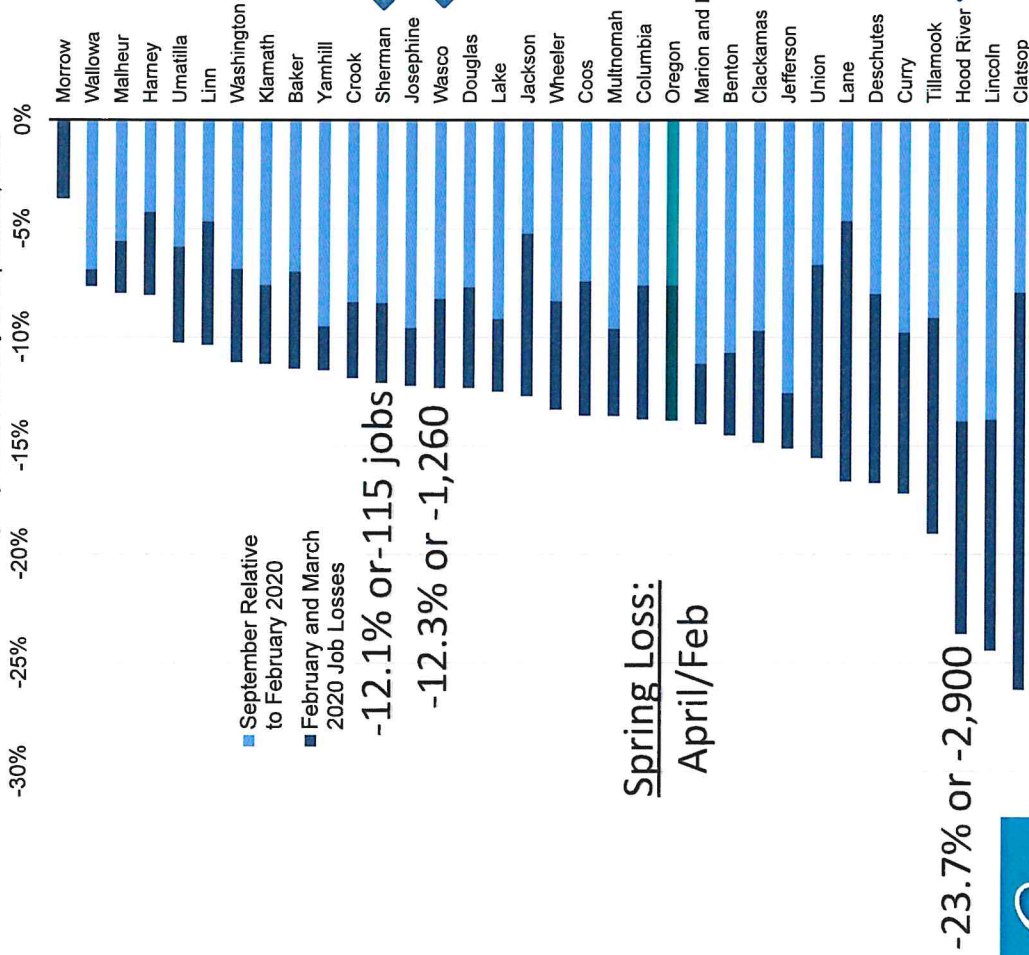
1. Setting aside other long-term needs, Vector and other Oregon airports/ODA could be approached about a cost-sharing arrangement where the equipment would be in Hood River for a year, then moved elsewhere.
2. If the decision were made to pursue better data, the analysis would be improved with solid information about based planes. Ideally, we would have a snapshot of N# at a point in time for all aircraft in hangers owned, leased or on ground leases with the Port; aircraft on adjoining non-Port properties that access the airport by through-the-fence agreements; and non-transient tie downs – those reserved for/used by specific planes on monthly arrangements with TacAero for six months or more.

*“Better information doesn’t always result in better decision-making, but better decision-making almost always requires better information.”*  
The Life-Changing Science of Detecting Bullshit, John V. Petrocelli, 2021.

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## Oregon COVID-19 Recession Job Losses by County

Seasonally Adjusted, February to September, 2020



The jobs recovery is underway, but far from complete.

A comparison of job losses and recovery to date shows the depth of short-term and now more long-lasting job losses in metropolitan and rural counties alike.

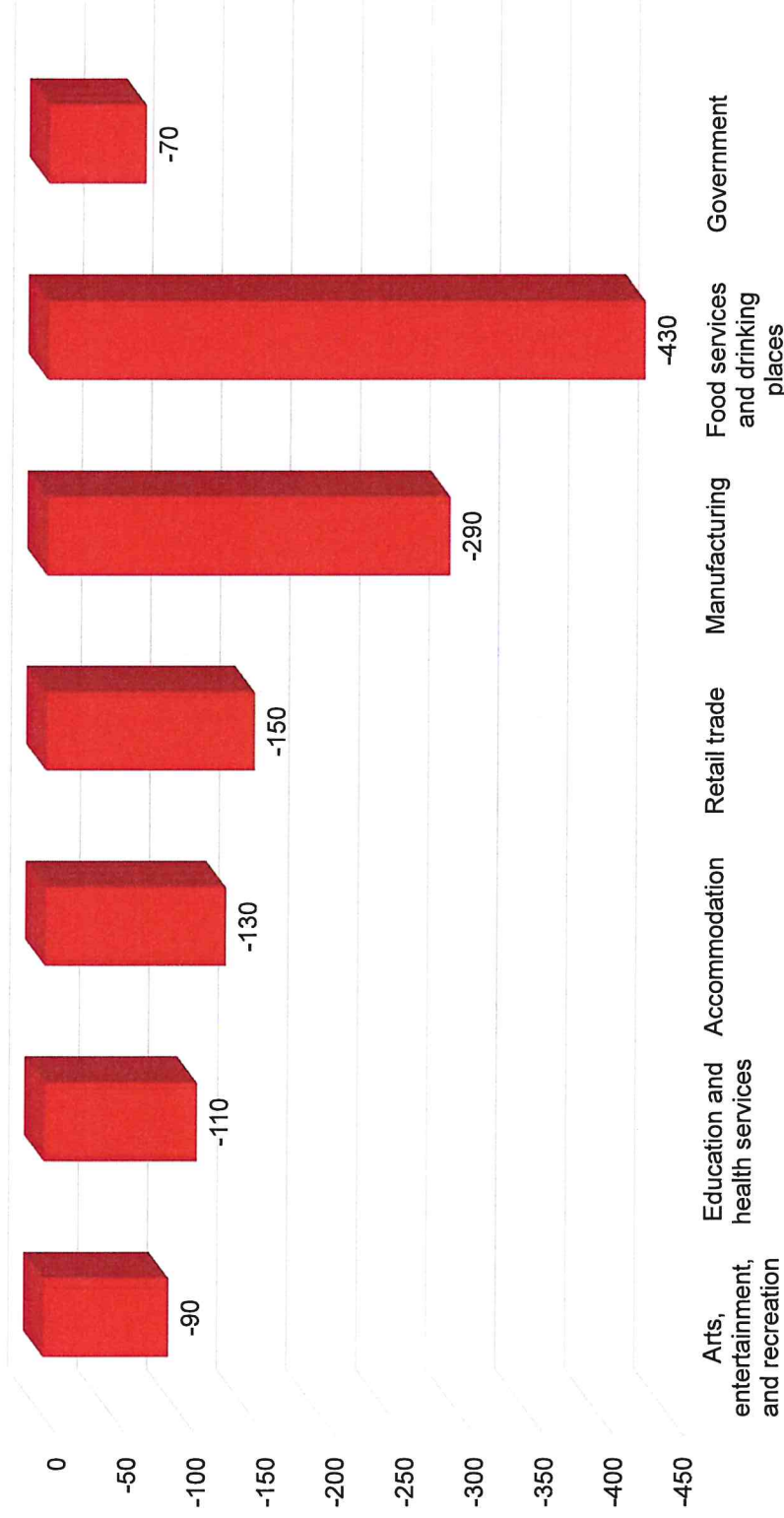


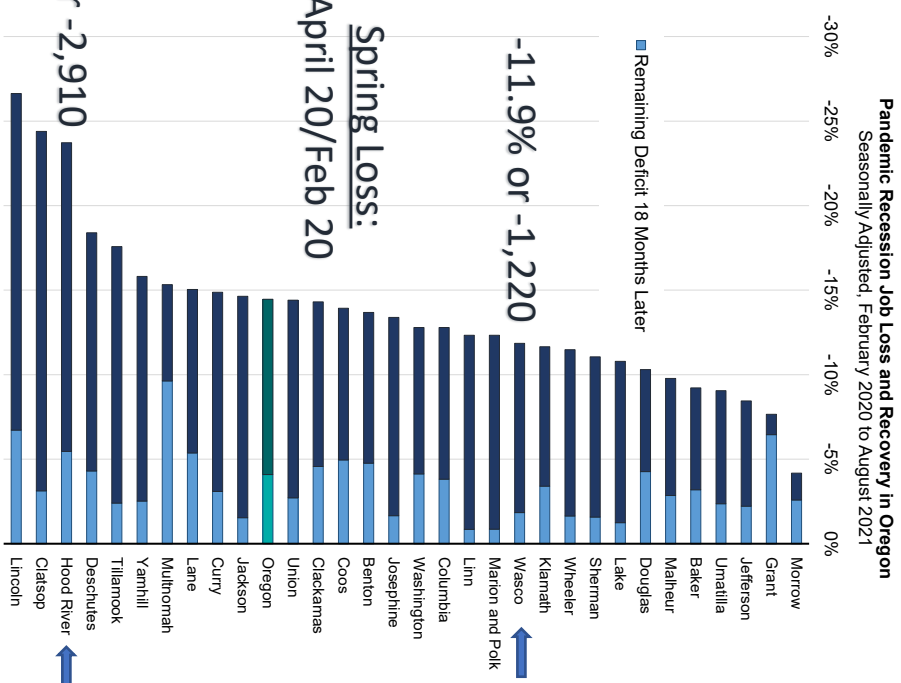
Source: Oregon Employment Department, Current Employment Statistics, excludes Grant and Gilliam counties

Promote Employment

# Hood River County: Loss of 1,560 Jobs or 12.9% OTY

Hood River County: September 2020 OTY Job Losses by Industry





**-1.8% or -190**

**Current Loss:  
Aug 21/Feb 20**

**-5.5% or -670**

Source: Oregon Employment Department, Current Employment Statistics, Harney, Wallowa, and Crook excluded

The jobs recovery is underway, but far from complete.

A comparison of job losses and recovery to date shows the depth of short-term and now more long-lasting job losses in metropolitan and rural counties alike.

# Hood River County: Current Outlook

## Hood River County

Area	Aug 2021	Jobs to Reach Full Recovery		Initial Job Loss	
		Current Loss or Gain	Gain	March over April 2020	April 2020
Total nonfarm employment	11,600	(580)	-4.8%	(2,770)	-22.9%
Total private	10,340	(590)	-5.4%	(2,700)	-25.3%
Mining, logging, and construction	590	20	3.5%	(70)	-13.2%
Manufacturing	1,850	(80)	-4.1%	(220)	-12.6%
Trade, transportation, and utilities	2,060	(180)	-8.0%	(230)	-11.4%
Wholesale trade	410	(40)	-8.9%	(90)	-17.3%
Retail trade	1,450	(110)	-7.1%	(120)	-9.0%
Transportation, warehousing, and utilities	200	(30)	-13.0%	(20)	-12.5%
Information	90	(60)	-40.0%	(30)	-21.4%
Financial activities	320	(20)	-5.9%	(10)	-3.0%
Professional and business services	1,030	(120)	-10.4%	(20)	-1.8%
Education and health services	1,850	70	3.9%	(230)	-12.8%
Leisure and hospitality	2,190	(160)	-6.8%	(1,760)	-67.4%
Arts, entertainment, and recreation	290	(30)	-9.4%	(940)	-86.2%
Accommodation and food services	1,900	(130)	-6.4%	(820)	-53.9%
Accommodation	520	20	4.0%	(220)	-53.7%
Food services and drinking places	1,380	(150)	-9.8%	(600)	-54.1%
Other services	360	(60)	-14.3%	(130)	-28.9%
Government	1,260	10	0.8%	(70)	-4.9%
Federal government	160	0	0.0%	0	0.0%
State government	100	0	0.0%	(10)	-9.1%
Local government	1,000	10	1.0%	(60)	-5.0%
Local education	470	10	2.2%	(30)	-4.2%
Local government excluding educational services	530	0	0.0%	(30)	-6.0%



# Commission Memo



Prepared by: Daryl Stafford  
 Date: November 16, 2021  
 Re: Waterfront Parking Plan for 2022

Annually, staff reviews the Waterfront Parking fee structure and rules comparing them to previous years and makes recommendations to the Commission for the upcoming year.

The direction from the Commission has been to work towards achieving self-sustainability for all Port facilities. Staff has assessed the plan's performance and identified areas where changes can be made to improve effectiveness.

This memorandum is intended to provide the Commission with key recommended changes, along with Commission approval of the summary "Rate Sheet" for 2022, attached.

## 2021 Financial Summary:

- 2021 Daily and annual pass revenues from January 1, 2021, through Labor Day totaled \$214,554 and were up 36% for the summer when compared with 2020, and roughly the same percentage when compared to 2019.
- 2021 revenue from Park for Parks kiosk and Way To Park App payments to date (Sept. 30) was \$107,850.85.
- Waterfront Recreation Expenses exceeded revenues in the FY of July 1 2020 through June 30, 2021 by **(\$245,422)**. The annual average loss over the past 4 years is **(\$193, 143)** per year. See attached.
- Season & Day Pass rates have not increased since 2018.

Event Site Season & Day Pass Rate History	2021	2020	2019	2018	2017	2016	2015	2014
Daily - Regular	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 7	\$ 7	\$ 5
Daily - Overlength	\$ 15	\$ 15	\$ 15	\$ 15	\$ 20	\$ 15	\$ 15	\$ 15
Pre-Season - Regular	\$ 100	\$ 100	\$ 100	\$ 75	\$ 70	\$ 60	\$ 60	\$ 50
Pre-Seas - Overlength	\$ 140	\$ 140	\$ 140	\$ 140	\$ 140	\$ 135	\$ 135	\$ 125
Annual - Regular	\$ 125	\$ 125	\$ 125	\$ 100	\$ 100	\$ 75	\$ 75	\$ 65
Annual - Overlength	\$ 200	\$ 200	\$ 200	\$ 200	\$ 180	\$ 175	\$ 175	\$ 150

## Overall 2021 takeaways

- Event Site and Jensen West Parking lots continue to be in high demand and fill up almost every Friday-Sunday June through August. Overflow parking utilizes Lot #1.
- Private, overnight enforcement significantly reduced overnight parking/camping.
- Several incidents of the parking pay kiosks overheating or for other reasons being inoperable. Tech support has been limited.

- Jensen West parking demand has increased significantly with the popularity of winging windsurf foiling. (Hourly payment is by kiosks. Event Site regular size vehicle passes are valid however Overlength Passes are not.)
- 2021 was the first year the Port changed the season passes from being valid for the entire year. Previous years passes were only valid Memorial Day – Labor Day.
- Pre-Season Event Site Season Passes were only sold online before the Event Site booth opened for the season. This process increased Port staff's efficiency.

### **Changes Recommended for 2022**

Many Port employees have a role in the various aspects of waterfront parking. Staff met in early November to review parking operations this past summer and propose the following key recommendations for in 2022:

#### **Event Site & Jensen West Parking Lots**

- Discontinue Pre-Season Discount on passes.
- Increase Day and Season Pass Rates:
  - i. Day Passes increase from \$8 to \$10 for Regular Vehicles and from \$25 to \$20 for Overlength Vehicles.
  - ii. Season Passes increase from \$125 to \$150 for Regular Vehicles and from \$200 to \$250 for Overlength vehicles.
- Season Passes are only available for purchase online until the Event Site Booth opens on Memorial Day.
- Trailers must be attached to vehicles.
- Continue with the Overlength passes only being valid at the Event Site.

#### **Street Parking and areas serviced by Kiosks**

- No off-season rate for street parking.
- Street parking rates increase from \$1.75 per hour to \$2 per hour.
- Increase fine for overnight parking from \$40 to \$75.

#### **General**

- Increase training for enforcement and booth staff. Include conflict resolution, de-escalation techniques, and communication skills.
- Create a new Zone for enforcement at Marina Moorage and DMV Lots. Make these areas subject to fine for parking during the hours between 11PM-6AM.

- Increase passholder understanding of terms and rules. Add acceptance box for purchasers to check before transaction occurs. Add option to subscribe to Event Site announcements via email list serve. State key rules on backside of physical pass.

The “Schedule of Rates & Charges” for 2022 is attached (Attachment “A”) Staff seeks Commission approval before 2022 passes are printed and signage is ordered. Pass sales start late December 2021 for the upcoming year.

**RECOMMENDATION:** Approve 2022 Schedule of Rates & Charges for waterfront parking.

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**Port of Hood River  
Waterfront Parking Plan  
Rate/Charge Schedule  
Draft 11/16/21**

2021 Event Site Day & Season Pass Rates	
- Daily regular length (under 23')	2021 \$ 8
- Daily Oversize (23' and over)	\$ 15
- Annual Pre-Season Regular Length (under 23')	\$ 100
- Annual Regular Pass	\$ 125
- Annual Preseason Oversize Pass (23' and over)	\$ 140
- Annual Oversize Pass	\$ 200

2022 Event Site Day & Season Pass Rate Proposal	
- Daily regular length (under 23')	2022 \$ 10.00
- Daily Oversize (23' and over)	\$ 20.00
- Annual Pre-Season Regular Length (under 23')	N/A
- Annual Regular Pass	\$ 150.00
- Annual Preseason Oversize Pass (23' and over)	N/A
- Annual Oversize Pass	\$ 250.00

**Notes:** Regular length Passes valid in the Event Site and West Jensen Beach lots and in Lot One (when open for Event Site overflow).  
Oversize Passes valid in the Event Site Lot and Lot #1 only. Not valid in the West Jensen Lot.  
Passes must be displayed, affixed to the front window at all times when parked in designated lots to be valid.  
Event Site- Trailers must be attached to vehicles  
Lost/stolen passes will NOT be replaced or refunded

2022 Proposed Hourly Rates for Street Parking and Parking Lots with Kiosks	
No Off-Season discount offered	
Zones 1-5- (Commercial Trucks Prohibited)	\$2/hr.
Zone 6 Passenger Cars allowed Weekends only	\$2/hr.
Zone 6 Commercial Trucks	\$20 per stop for trucks

Zone	Passenger Cars		Commercial Trucks	
	April 1 - Sept. 30	Oct. 1 - March 31	April 1 - Sept. 30	Oct. 1 - March 31
Zone 0001: Nichols Basin	\$1.75/hr. Max. 3 Hr. Stay	\$1.00/hr. No Max. Stay	Prohibited	Prohibited
Zone 0002: N. 1st St./E. Portway Ave.	\$1.75/hr. Max. 4 Hr. Stay	\$1.00/hr. No Max. Stay	Prohibited	Prohibited
Meter ID: 2.1, 2.2, 2.3, 2.4, 2.5, E=3.1, 3.2	\$1.75/hr. When Booth Closed	\$1.00/hr. 5-Hr. Max. Charge	Prohibited	Prohibited
Zone 0004: Event Site	\$1.75/hr. Max. 8 Hr. Charge	\$1.00/hr. Max. 8 Hr. Charge	Prohibited	Prohibited
Meter ID: E=4.1, W=4.2	\$1.75/hr. Weekends Only	\$1.00/hr. Weekends Only	\$20/Stop 24-hr. Period	\$20/Stop 24-hr. Period
Zone 0005: West Jensen				
Meter ID: 5.2				
Zone 0006: West Portway Ave.				
Meter ID: 6.1				

**Notes:** Payment for parking shall be required 9:00 a.m. to 8:00 p.m.  
Overnight Parking for Trucks is allowed in Zone 6 only.  
After Hours violation is vehicle parked between 11:00 p.m. and 6:00 a.m.

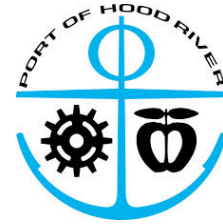
Complaint & Late Payment Charges	2021 Charge	2022 Proposed	Additional Charge (added each stated period)	
			30+ Days	60+ Days
Overtime Parking	\$10	\$10	\$10	\$10
Non-Payment (Each Occupied Space)	\$18	\$18	\$18	\$18
Parking in Unauthorized Space	\$20	\$20	\$20	\$20
Car/Van Overnight Parking	\$40	\$75	\$40	\$40
Truck No-Pay/Time Expired (Zone 6)	\$40	\$40	\$40	\$80
H/C Ramp, Fire Lane, etc.			Contact City Police	

**Notes:** No parking any zone between 11PM and 6AM.  
Trucks are defined as commercial tractor and/or trailer  
Unauthorized parking is Zone 5 tenant spaces, passenger cars and non-commercial trucks in Zone 6 weekdays, and commercial truck parking on E. Portway Ave.

**WATERFRONT SUMMARY FISCAL YEAR JULY 1, 2020- JUNE 30, 2021**

<b>Fiscal Year 2020-2021 Waterfront Financials</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-2021</b>
<b>EXPENSES</b>				
<b>Event Site</b>				
Personnel Services	\$80,021	\$102,936	\$97,239	\$ 126,563
Materials and Services	\$46,650	\$58,188	\$54,840	\$ 75,555
Total	<b>\$126,671</b>	<b>\$161,124</b>	<b>\$152,079</b>	<b>\$202,118</b>
<b>Hook, Spit and Nichols</b>				
Personnel Services	\$42,144	\$42,817	\$45,518	\$ 26,073
Materials and Services	\$35,249	\$30,335	\$46,652	38081
Total	<b>\$77,393</b>	<b>\$73,152</b>	<b>\$92,170</b>	<b>\$64,154</b>
<b>Marina Park</b>				
Personnel Services	\$141,524	\$153,425	\$149,177	\$ 172,317
Materials and Services	\$34,167	\$30,335	\$50,153	\$ 65,730
Total	<b>\$175,691</b>	<b>\$183,760</b>	<b>\$199,330</b>	<b>\$238,047</b>
<b>Total Waterfront Recreation Expenses</b>	<b>\$379,755</b>	<b>\$418,036</b>	<b>\$443,579</b>	<b>\$504,319</b>
CIP Projects Not Included in formula	\$28,659		\$50,197	\$ 72,649
<b>REVENUE</b>				
Events, Parking Passes, Parking Fees, Concessions, HRYC	\$183,499	\$ 217,110	\$310,411	\$ 258,897
Grant-Contributed Capital			0\$	\$ 36,000
<b>Total Waterfront Recreation Revenue</b>				
<b>2021 Expenses Exceeding Revenue</b>				<b>(\$245,422)</b>
2020 Expenses Exceeding Revenue			<b>(\$133,168)</b>	
2019 Expenses Exceeding Revenue		<b>(200,926)</b>		
2018 Expenses Exceeding Revenue	<b>(\$196,256)</b>			

# Commission Memo



Prepared by: Daryl Stafford  
Date: November 16, 2021  
Re: 2022 Events Rate Schedule

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As part of annual review of Events on Port property, staff considers any changes for the Event rates or Rules and Regulations and presents them to the Commission. Public demand for a variety of usages along the Port's waterfront properties require staff to carefully balance the strains that events have on the public displacement and the property itself versus the financial or public benefits.

The key points that were reviewed were:

- Availability for Parking for patrons and Season Pass holders
- Waterfront beach access for the public
- Potential loss of Parking Revenue due to the parking lot being exclusively reserved for the events
- Impact on Port Facilities Crew
- Financial impact- Staff, landscape, trash, water

Staff does not have any recommended changes for the Event Rules and Regulations.

Staff has considered all user groups and recommends the proposed rate increases in the attached proposal (See Attachment "A").

**RECOMMENDATION:** Approve 2022 Event Rate Schedule.





**2021 Rates & Fees**

<b>MARINA PARK / HOOK / SPIT /LOT #1/ NICHOLS BEACH</b>	
Up to 50 people	\$100 per day
50 – 100 people	\$200 per day
Over 100 people	\$500 Exclusive Use per day
<b>PICNIC SHELTER Fees Apply only to advanced reservation of shelter)</b>	
Up to 50 people	\$75 Exclusive use non-commercial per day, shelter only.
Over 50 people requires an Event Permit	

**2022 Proposal**

<b>Up to 50 people</b>	<b>\$ 125</b>
<b>Over 50 up to 100</b>	<b>\$ 225</b>
<b>100 - 200 people</b>	<b>\$ 500</b>

**2022 Proposal**

<b>Up to 50 people</b>	<b>\$ 100</b>
<b>Over 50- up to 100</b>	<b>\$ 225</b>

<b>MARINA GREEN:</b>	
Up to 50 people	\$100 per day
50 – 200 people	\$200 per day
Over 200 people	\$900 Exclusive Use per day

**2022 Proposal**

<b>Up to 50</b>	<b>\$ 125</b>
<b>50- up to 100</b>	<b>\$ 225</b>
<b>100-200</b>	<b>\$ 600</b>
<b>Over 200 exclusive use</b>	<b>\$ 1,000</b>

<b>EVENT SITE RECREATION PARK</b>	<b>September-May</b>	<b>June-August</b>
Up to 50 people	<del>\$100</del> per day <b>\$150</b>	<del>\$150</del> per day <b>\$200</b>
50 – 100 people	<del>\$250</del> per day <b>\$300</b>	<del>\$325</del> per day <b>\$375</b>
Over 100 people: Not Including Parking Lot	\$500 per day	\$600 per day
Over 100 people Exclusive Use Including Entire Parking lot	<del>\$1,000</del> <b>\$1200</b>	<del>\$1500</del> per day <b>\$1700</b>
NEW: Over 100 people Exclusive Use Including Partial Parking lot	\$700 per day	<del>\$900.00</del> per day

\*\*\* fees do not include restrooms, port-a-potties or trash service. Water is not available in all locations and is turned off October-April.

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# Commission Memo



Prepared by: Daryl Stafford  
Date: November 16, 2021  
Re: 2022 T-Hangar Lease Rates

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For the fiscal year ended June 30, 2021, the Airport reported a net operating loss without depreciation of \$81,521. The Board in previous discussions requested staff look at reducing this loss by increasing rates beyond the current 6% level, to a point where the Hood River Airport is in the same range as other boutique airports. Staff has provided a summary of Oregon T-Hangar rates for comparison, deleting the 2 highest and lowest rates. See Attachment "A".

Staff completed this exercise with a table below that represents rate increases in the 10-20% range. These rate increases are depicted over a 3-year period to help reduce some of the rate shock that will occur. Raising rates at 10% over 3 years will likely put the Hood River airport as having the 4th highest rate at \$4,999/year behind Illinois Valley, while increasing rates to 15% over 3 years will put the Hood River airport as having the 3rd highest rate of \$5,712/ year behind SW Oregon Regional Airport. The issue is that SW Oregon Regional Airport is a commercial airport not a general aviation airport where higher rates can be applied due to the type of aircraft flying into that airport. SW Oregon Regional Airport is a destination airport for Bandon Dunes golf course. While Illinois Valley airport is a general aviation airport, the Hood River market is Troutdale and The Dalles.

Increasing our rates by 10% over the next 3 years will put the Hood River Airport above The Dalles and Troutdale rates, but close enough to mitigate losing to many T-Hangar tenants to these airports. **The basic issue for the Hood River Airport is that 31 T-Hangars can't float the airport financially.**

The airport needs more hangars to financially make this asset center financially viable into the future, yet the question remains will the market rates warrant the expense of building more hangars?

The 10% rate increase over 3 years will decrease the annual financial loss by about \$44,800. In addition, the Port of Hood River is no longer paying the FBO which will drop the loss by another \$22,880. Together the 10% increases and the elimination of the FBO payment will go a long way towards reducing the operating deficit.

**2022 Annual Rate increase options**

2021 Hood River Average Annual T-Hangar Rent	Proposed %Increase	2022 proposed T-Hangar Annual Rate	2022 Dollar amount increase	2023 proposed T-Hangar Annual Rate	2023 Dollar amount increase	2024 proposed T-Hangar Annual Rate	2024 Dollar amount increase	Sum of additional revenue generated by percentage increase over the 3-year period
\$3,756.00	10%	\$4,132	\$376	\$4,545	\$413	\$4,999	\$454	\$44,756.50
	12%	\$4,207	\$451	\$4,712	\$505	\$5,277	\$565	\$54,752.74
	15%	\$4,319	\$563	\$4,967	\$648	\$5,712	\$745	\$70,430.63
	20%	\$4,507	\$751	\$5,409	\$901	\$6,490	\$1,082	\$98,437.25

**RECOMMENDATION:** Approve 10% increase for the 2022 Airport T-Hangar Rates.

T-Hangar Rate Summary 2021

	Location	Airport	T/Box hangar monthly	2021 Monthly Average	2021 Annual Average	Top 20% Monthly Average	Top 20% Annual Average
1	Prineville	Prineville Airport	\$250-\$1000	\$625	\$7,500		
2	North Bend	SW Oregon Regional Airport	\$230-\$930	\$580	\$6,960		
3	Cave Junction	Illinois Valley Airport	\$189-\$675	\$432	\$5,184		
4	Astoria	Port of Astoria Regional Airport	\$110-\$700	\$405	\$4,860		
5	The Dalles	Columbia Gorge Regional	\$150-\$600	\$375	\$4,500	\$483	\$5,801
6	Hood River	Ken Jernstedt Airfield	\$286-\$339	\$313	\$3,756		
7	Bend	Bend Municipal Airport	\$240-370	\$305	\$3,660		
8	Medford	Rogue Valley International Medford Airport	\$300	\$300	\$3,600		
9	Portland	Portland Troutdale	\$267	\$267	\$3,204		
10	Ashland	Ashland Municipal Airport	\$195-\$309	\$252	\$3,024		
11	McMinnville	McMinnville Municipal Airport	\$150-\$350	\$250	\$3,000		
12	Newport	Newport Municipal Airport	\$250	\$250	\$3,000		
13	Sandy	Sandy River	\$230-\$260	\$245	\$2,940		
14	Grants Pass	Grants Pass Airport	\$198-\$256	\$227	\$2,724		
15	Brookings	Brookings Airport	\$214	\$214	\$2,568		
16	Roseberg	Roseberg Regional Airport	\$177-\$242	\$210	\$2,520		
17	Redmond	Redmond Municipal Airport- Roberts Field	\$182-\$230	\$206	\$2,472		
18	Baker City	Baker City Municipal Airport	\$150-\$250	\$200	\$2,400		
19	Scappoose	Scappoose Industrial Airpark	\$156-\$243	\$200	\$2,400		
20	Hermiston	Hermiston Municipal Airport	\$170-\$205	\$188	\$2,256		
21	Estacada	Valley View	\$175	\$175	\$2,100		
22	Corvallis	Corvallis Municipal Airport	\$147-\$187	\$167	\$2,004		
23	La Grande	La Grande Union County Airport	\$160	\$160	\$1,920		
24	Madras	Madras Municipal Airport	\$150	\$150	\$1,800		
25	Roseberg	George Felt	\$95-\$150	\$132	\$1,584		
26	Pendleton	Eastern Oregon Regional Airport	\$110-\$125	\$118	\$1,416		
				<b>\$267</b>	<b>\$3,206</b>		

Toss out top 2 highs and lows

Albany	Albany Municipal Airport	\$80	\$80	\$960
John Day	Grant County Regional Airport	\$50-\$100	\$75	\$900
Newberg	Chehalem Airpark	\$3600	\$3,600	\$43,200
Myrtle Creek	Myrtle Creek Municipal Airport	\$750	\$750	\$9,000

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# Commission Memo



Prepared by: Daryl Stafford  
Date: November 16, 2021  
Re: 2022 Marina Moorage Rates

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The Board requested staff to evaluate increasing costs at the Marina and recommend an increase to the moorage lease rates to cover current and future expenses. At the November 2, 2021 meeting, the Commission requested a revised survey summary for the moorage slips and boat houses eliminating the two highest and lowest rates to level the field. See Attachments "A & B". The Commission expressed the desire to establish a cost recovery fund for the Marina so that the property would be financially sustainable without support from bridge revenue, and for the Marina rates to be more competitive with market.

FY 2020/21 revenues exceed expenses by \$38,450, however this does not take into consideration the depreciation and capital expenses. The budget projection for the FY 2021-22 shows a loss of (\$9,475) not including capital expenditures and depreciation, due to the purchase of the new software, visitor dock engineering, and boat dock and ramp repairs that are scheduled to take place.

The Bond covenant Special Assessments that correspond with the Marina Electrical and Boathouse Dock Replacement projects will remain the same for 2022. As part of the loan, the assessment charge must be shown as a separate line item from the moorage.

- Marina Tenants Electrical Project: \$442.55 assessed until 2028
- Boathouse Tenants Dock Replacement: \$1,650.77 assessed until 2023

To establish the cost recovery fund and to be more competitive with the market demand, staff recommends raising the rates 12% (that would include any CPI increase) over the next 3 years. The amount of this increase over the 3-year period should increase the reserves \$107,264.

By increasing the rates any more than the 6% the Commission should expect:

- Rate Shock
- Higher turnover
- Challenging Public Relations

MARINA SLIPS	2021 Hood River Average Annual Slip Moorage		Proposed %Increase	2022 proposed total	2022 Dollar amount increase	2023 proposed total	2023 Dollar amount increase	2024 proposed Total	2024 Dollar amount increase	Sum of the additional Revenue that would be generated over the 3 year period by raising the rates
Moorage	\$1,595		10%	\$2,198	\$159.55	\$2,373	\$175	\$2,566	\$193	\$81,855
Assessment	\$442.55		12%	\$2,229	\$191.45	\$2,444	\$214	\$2,684	\$240	\$100,137
Total	\$2,038.00		15%	\$2,277	\$239.32	\$2,553	\$275	\$2,869	\$316	\$128,810
			20%	\$2,357	\$319.09	\$2,740	\$383	\$3,199	\$459	\$180,031
*The percentage increase is placed on the moorage only, not the assessment										
Total # of Slips- 155										
BOAT HOUSES	2021 Hood River Average Boat House Moorage		Proposed %Increase	2022 proposed total	2022 Dollar amount increase	2023 proposed total	2023 Dollar amount increase	2024 proposed Total	2024 Dollar amount increase	Sum of the additional Revenue that would be generated over the 3 year period by raising the rates
Moorage	\$1,600		10%	\$3,411	\$160	\$3,587	\$176	\$3,781	\$194	\$5,826
Assessment	\$1,651.00		12%	\$3,443	\$192	\$3,658	\$215	\$3,899	\$241	\$7,127
Total	\$3,251.00		15%	\$3,491	\$240	\$3,767	\$276	\$4,084	\$317	\$9,167
			20%	\$3,571	\$320	\$3,955	\$384	\$4,416	\$461	\$12,813
*The percentage increase is placed on the moorage only, not the assessment										
Total # of Boat Houses- 11										

**RECOMMENDATIONS:** Approve 12% increase for the 2022 Marina Moorage Lease Rate Schedule.



## 2021 Rate Comparison for Marinas Slips along the Columbia

The dollar amounts listed below represent annual average moorages.

They include any annual base charges for water, electric, trash, taxes, etc.

	Marina	Overall Annual Average
1	Columbia Crossings, Portland OR	\$3,823
2	Big Eddy Marina (Private) Portland	\$3,729
3	Tidewater Cove Vancouver WA	\$3,720
4	Steamboat Landing Vancouver WA	\$3,240
5	St. Helens Marina	\$2,693
6	Port of Camas	\$2,186
7	Port of Hood River	\$2,038
8	Port of Kennewick	\$1,926
9	Port of Kalama	\$1,914
10	Port of Astoria	\$1,710
11	Port of Brookings	\$1,647
12	Port of The Dalles	\$1,632
	<b>Average</b>	\$2,521

**Top 20% Average**  
**\$3,776**

This summary does not show immenities or the option to liveaboard.  
Additional charges may apply for electric

### Removed 2 highs & lows

1	Port of Illwaco	\$4,386
2	Salpare (Private) Portland	\$3,948
15	Port of Cascade Locks	\$1,244
16	Port of Arlington	\$873

<b>Boathouse</b> — A structure intended to house a boat. Normally never moved or moved with great difficulty.	<b>Floating home</b> — A house built on floats, anchored in place and never moved.	<b>Houseboat</b> — A vessel with a house-like structure designed to be moved occasionally or often. Built on a barge or scow hull, many are self-powered.
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*Most structures in PDX are floating homes, and allow liveaboards.*

*The Port classifies the structures in our Marina as Boat Houses, however all of boat houses have large living quarters. Tenants may stay overnight any 3 nights in a 7 day period.*

Boat House Rate Survey					
Marina Name	Location	Monthly slip rental fee	Annual Slip Rental Fee	# of Slips	
1 Wayne's Moorage	Columbia River	\$ 1,000	\$ 12,000	5	
2 Big Eddy Marina	Columbia River	\$ 950	\$ 11,400	62	
3 Larson's Moorage	Multnomah Channel	\$ 900	\$ 10,800	38	
4 Bridgeton Harbor Moorage	Columbia River	\$ 850	\$ 10,200	7	
5 Suttle Road Moorage	Columbia River	\$ 850	\$ 10,200	12	
6 Blue Frog Landing	Columbia River	\$ 825	\$ 9,900	12	
7 Columbia Way West	Columbia River	\$ 825	\$ 9,900	26	
8 Rocky Pointe Marina	Multnomah Channel	\$ 807	\$ 9,684	56	
9 Buoy One	Columbia River	\$ 800	\$ 9,600	15	
10 Ducks Moorage	Columbia River	\$ 800	\$ 9,600	30	
11 Wil-Jan Moorage	Columbia River	\$ 800	\$ 9,600	10	
12 Kappler's Moorage	Columbia River	\$ 750	\$ 9,000	10	
13 Skyline (was Happy Rock)	Multnomah Channel	\$ 750	\$ 9,000	28	
14 Wapato (formerly Casselman's	Multnomah Channel	\$ 750	\$ 9,000	35	
15 Weilert Moorage	Multnomah Channel	\$ 750	\$ 9,000	4	
16 Columbia Crossings - Row 9	Columbia River	\$ 700	\$ 8,400	18	
17 Fred's Marina	Multnomah Channel	\$ 700	\$ 8,400	3	
18 Mayfair Moorage	Multnomah Channel	\$ 675	\$ 8,100	17	
19 McCuddy's Big Oak Marina	Multnomah Channel	\$ 650	\$ 7,800	24	
20 McCuddy's Landing	Multnomah Channel	\$ 650	\$ 7,800	32	
21 Bridgeview Moorage	Multnomah Channel	\$ 600	\$ 7,200	17	
22 Harrison Moorage	Columbia River	\$ 600	\$ 7,200	5	
23 Multnomah Channel Yacht Club	Multnomah Channel	\$ 600	\$ 7,200	15	
24 Multnomah Yacht Harbor	Multnomah Channel	\$ 600	\$ 7,200	7	
25 Paradise Moorage	Multnomah Channel	\$ 600	\$ 7,200	50	
26 Sauvie Island Moorage	Multnomah Channel	\$ 525	\$ 6,300	49	
27 Marina Way	Multnomah Channel	\$ 325	\$ 3,900	17	
28 Hood River- \$1.48sq ft =1000sq ft plus utility base fee \$10month. <b>There is an annual assessment of \$1651 that times out in 2023</b>	Columbia River	\$ 271	\$ 2,351	11	
<b>Overall Average</b>		<b>\$ 711</b>	<b>\$ 8,498</b>		

<b>Average Annual Cost for top 20% \$10,750</b>
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**\*\*\* Please keep in Mind the majority of these slips allow liveaboards**

1 Island Cove Moorage	Columbia River	\$ 1,250	\$ 15,000	57	
2 Five Cedars	Columbia River	\$ 1,000	\$ 12,000	11	
30 River's Bend	Multnomah Channel	\$ 325	\$ 3,900	20	
32 The Dalles- \$1.26sq ft = 1000sq ft	Columbia River	\$ 105	\$ 1,260	11	

# Commission Memo



Prepared by: Genevieve Scholl  
Date: November 16, 2021  
Re: Resolution Authorizing EDA Grant Application

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At the 2021 Spring Planning work session, the Commission directed staff to retain KPFF Engineering to initiate conceptual engineering for the construction of E. Anchor Way, a key piece of transportation and transit infrastructure necessary to develop Lot 1. During its June 1, 2021 meeting, the Commission further directed staff to complete conceptual engineering plans and cost estimates for N. 1<sup>st</sup> Street. Construction of the two road projects together to bring cost efficiencies and accelerate progress toward shovel-ready status for any future development of the lot.

Staff is now working to prepare an application to the EDA's FY 2021 American Rescue Plan Act Economic Adjustment Assistance grant program, proposing a 74% federal funding share of the \$3,812,956 in eligible costs. In the proposed funding scenario, the Port would dedicate the \$500,000 awarded by the ODOT Immediate Opportunity Fund and the \$500,000 awarded from the State Fiscal Recovery Fund via Senator Thomsen to the project. The Port would pledge full funding of the ineligible project costs, covering the administrative, legal, architecture and engineering, and permitting costs estimated to be around \$1,103,000 in total, committed from the Port's real estate reserve fund.

As with all state and federal funding programs, a formal resolution of the governing body authorizing the submission of the application and confirming the availability of local matching funds should the grant be approved, is required. If approved, the attached Resolution 2021-22-3 would be signed by the Commission President and Secretary and submitted as an attachment to the application.

**RECOMMENDATION:** Approve Resolution 2021-22-3 authorizing submission of an application to the EDA FY 2021 American Rescue Plan Act Economic Adjustment Assistance grant program and confirming the availability of matching local funds for the road and utility infrastructure project on Lot 1.

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**RESOLUTION AUTHORIZING APPLICATION TO ECONOMIC  
DEVELOPMENT ADMINISTRATION FY 2021 AMERICAN  
RESCUE PLAN ACT ECONOMIC ADJUSTMENT ASSISTANCE  
GRANT PROGRAM FOR LOT 1 INFRASTRUCTURE AND ROAD  
CONSTRUCTION PROJECT**

**RESOLUTION NO. 2020-2021-3**

AUTHORIZING THE **PORT OF HOOD RIVER** TO APPLY FOR A GRANT FROM THE U.S. ECONOMIC DEVELOPMENT AGENCY FY 2021 AMERICAN RESCUE PLAN ACT ECONOMIC ADJUSTMENT ASSISTANCE GRANT PROGRAM TO FUND LOT 1 INFRASTRUCTURE AND ROAD CONSTRUCTION PROJECT.

**WHEREAS**, the U.S. Economic Development Administration is accepting applications for the FY 2021 American Rescue Plan Act Economic Adjustment Assistance program; and

**WHEREAS**, the Port of Hood River desires to participate in this grant program to the greatest extent possible as a means of providing needed road and utility infrastructure facilities to further the development of the Port's Lot #1 waterfront industrial parcel; and

**WHEREAS**, the Board of Commissioners have identified replacement of the development of Lot #1 as a high priority need for the economic resiliency of the Port of Hood River and the Hood River community; and

**WHEREAS**, the Port of Hood River has available local matching funds to fulfill its share of the financial obligation related to this grant application should the grant funds be awarded and a grant contract approved; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF HOOD RIVER AS FOLLOWS:**

The Board of Commissioners authorizes submission of a grant application to the U.S. Economic Development Administration FY 2021 American Rescue Plan Act Economic Adjustment Assistance program for this purpose.

Passed by the Board of Commissioners of the Port of Hood River this 16<sup>th</sup> day of November, 2021.

ATTEST:

\_\_\_\_\_  
Ben Sheppard, Board of Commissioners President – Port of Hood River

\_\_\_\_\_  
Mike Fox, Board of Commissioners Secretary – Port of Hood River

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