



PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, January 23, 2024

Port Conference Room

1000 E. Port Marina Drive, Hood River

1. **Call to Order** – 5:00 PM
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per person per subject; 30-minute limit)

2. **Consent Agenda**
 - a. Approve Minutes from the December 19, 2023 Regular Session (*Patty Rosas, Page 3*)
 - b. Approve Resolution No. 2023-24-11 Updating BreezeBy Terms and Conditions (*Debbie Smith-Wagar, Page 7*)
 - c. Approve Contract with Nova Group GBC for Facility Inspection Services in the Amount of \$27,200 (*Greg Hagbery, Page 19*)
 - d. Approve Memorandum of Understanding with Aircraft Storage, LLC for North Apron Development (*Greg Hagbery, Page 29*)
 - e. Approve Resolution No. 2023-24-10 Updating the Port’s Mission, Vision & Values Statements (*Kevin Greenwood, Page 67*)
 - f. Approve 2024 Bridge Insurance Renewal in the Amount of \$425,632.74 (*Debbie Smith-Wagar, Page 71*)
 - g. Approve Accounts Payable to Campbell Phillips in the Amount of \$1,912.50 (*Debbie Smith-Wagar, Page 95*)

3. **Informational Reports**
 - a. Bridge Replacement Project Update (*Michael Shannon, Page 99*)

4. **Presentations & Discussion Items**
 - a. KPFF Additional Service Request No. 1 for Lot 1 Transportation Improvements (*Kevin Greenwood, Page 107*)
 - b. Budget Committee Members (*Debbie Smith-Wagar, Page 109*)
 - c. HRWSBA IGA Progress and Invoice Processing (*Kevin Greenwood, Page 111*)

5. **Executive Director Report** (*Kevin Greenwood, Page 115*)

6. **Commissioner, Committee Reports**

7. **Action Items:**
 - a. Approve KPFF Additional Service Request No. 1 in the Revised Total Amount of \$499,984.10 (*Kevin Greenwood, Page 143*)

8. **Commission Call:**

9. Confirmation of Commission Directives to Staff

10. **Executive Session** - If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, **ORS 192.660(2)(e) – Real Property Transactions**, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees, ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(n) –Security Programs, ORS 192.660(2)(n) – Labor Negotiations.

11. **Possible Action**

12. **Adjourn**

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

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

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

Regular Session

PRESENT: Commissioners: Kristi Chapman, Ben Sheppard (left at 6:18 p.m.), Heather Gehring, Mike Fox (via Zoom), and Tor Bieker. **Staff:** Kevin Greenwood, Genevieve Scholl, Debbie Smith-Wagar, Greg Hagbery, Daryl Stafford, Ryan Klapprich, and Patty Rosas. **HNTB:** Michael Shannon **Guests:** None

ABSENT: None

MEDIA: Noah Noteboom, Columbia Gorge News

1. CALL TO ORDER: President Kristi Chapman called the meeting to order at 4:57 p.m.

a. **Modifications or additions to the agenda:**

- 1) Move Possible Action Item 11(a) Executive Director's Employment Agreement to Consent Agenda item 2(g).
- 2) Move Consent Agenda item 2(e) Renewal of SDIS Property/Casualty Insurance to Action Items for discussion.

2. CONSENT AGENDA:

- a. Approve minutes from November 14, 2023 Fall Planning Work Session and Regular Session and the December 7 Special Meeting
- b. Approve Resolution No. 2023-24-7 Adopting Financial Policy
- c. Approve Resolution No. 2023-24-8 Changing Marina Boat Launch Parking Lot Rates
- d. Approve Amendment to Lease with Oregon DMV in the Marina West Building
- e. ~~Authorize Renewal of SDIS Property/Casualty Insurance Policy for 2024~~
- f. Approve Accounts Payable to Campbell Phillips in the Amount of \$4,185.00
- g. Approve Amendment 1 for One-Year Extension to Executive Director's Employment Agreement with Adjustment to the Salary by 3.2% Starting October 1, 2023.

Motion: Move to approve Consent Agenda with modifications.

Move: Bieker

Second: Sheppard

Discussion: A discussion ensued regarding the Executive Director's Employment Agreement. A suggestion was made for the following year to consider a bonus for the Executive Director if expectations are met. The Commission reached consensus to increase the Executive Director's salary by 3.2% that is retroactive to October 1, 2023. This item was added to the Consent Agenda item 2(g) for approval. The request was also made to move Consent Agenda item 2(e) Renewal of SDIS Property/Casualty Insurance to Action Item 7(c) for discussion.

Vote: **Ayes:** Chapman, Gehring, Sheppard, Fox, and Bieker

MOTION CARRIED

3. INFORMATIONAL REPORTS: No Discussion.

4. PRESENTATIONS & DISCUSSION ITEMS:

- a. **Review of Fall Planning Goals** – Kevin Greenwood, Executive Director, led a group discussion on Fall Planning directives. Commissioner Mike Fox addressed his concerns with the scope of work for Communications/Public Relations Services such as holding off on the rebranding and redesign

of the Port logo and reducing the amount of social media posts. A discussion followed on the scope of work and concluded with consensus from the Commission for staff to move forward with the Request for Proposals (RFP) with the removal of the focus videos from the work of scope.

The Commission reviewed the Mission and Vision statement samples provided by staff. The suggestion was made to change the Vision Statement to “The Port of Hood River fosters commerce and recreation while providing outstanding environmental and fiscal stewardship”. There was consensus from the Commission to move forward with the suggested Vision Statement and not change the Mission statement. Staff will provide a resolution at the next meeting for final approval.

Commissioner Ben Sheppard clarified that development of workforce housing was not a directive to staff, but rather to look at the possibility of an RV park. Commissioner Sheppard also commented on the directive to relocate the Port Administrative Office and noted that Marina #1 building should be considered as a temporary location. Greenwood touched on the development of the roundabout at Second Street and Riverside Drive and emphasized that the Port would be liable for \$2 million in project costs if grants are not successful. Greenwood also noted that staff is developing an RFP to solicit an Owner’s Representative to assist with seeking additional grant funding as well as provide oversight of KPFF throughout the project. A discussion ensued regarding the four bridge risk items that were identified and concluded with consensus from the Commission to have staff proceed with the procurement process on all four items.

- b. **Hood River-White Salmon Bridge Authority (HRWSBA) Agreement Concepts** – Commissioner Kristi Chapman led a group discussion on the Concept sheet for the pending Intergovernmental Agreement (IGA) between the Port and HRWSBA. The Commission touched on the line of credit from the Port to HRWSBA and the right of way on both sides of the river. A suggestion was made to include expenses related to relocating the Port Administrative Office as its own discussion point. The urgency to have an IGA in place was also addressed. There was consensus from the Commission to proceed with legal review.
 - c. **Participation on City of Hood River Urban Renewal District Board** – Commissioner Heather Gehring noted that with the Waterfront district closing, there was a question about whether the Port’s presence on the Urban Renewal Board was necessary. A discussion ensued and concluded with consensus from the Commission not to proceed with Port membership on the Urban Renewal Board. Staff will report back to the Urban Renewal Board of the Commission’s decision.
5. **EXECUTIVE DIRECTOR REPORT:** Greenwood acknowledged Genevieve Scholl, Deputy Executive Director, who will be leaving the Port after 10 years of service. Greenwood touched on Scholl’s accomplishments including the procurement of \$3.3 million in grants. Scholl gave a brief speech acknowledging key staff and encouraged Commissioners to support staff in their continued professional development.

The Commission discussed whether to have their next meeting on January 16 or January 23. There was consensus from the Commission to meet on January 23. Commissioner Fox addressed the possibility of floatplanes at the South Basin Dock and cautioned that it may be an issue with the barges during construction of the new bridge.

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

7. **ACTION ITEMS:**

a. **Authorize Renewal of SDIS Property/Casualty Insurance Policy for 2024.**

Motion: Move to approve the SDIS insurance renewal for property/casualty coverage for the Port for \$132,176.
Move: Gehring
Second: Bieker
Discussion: Commissioner Bieker addressed a discrepancy regarding the SDIS policy increase of 21.26%. It was clarified that the policy increase was about 7% and not 21.26%.
Vote: **Ayes:** Chapman, Gehring, Fox, and Bieker
Absent: Sheppard
MOTION CARRIED

b. **Authorize Staff to Pursue Land Use Application for Lower Hanel Property.**

Motion: Move to authorize staff to work with an architect and land use attorney to prepare an estimate for the approvals, design and construction of an RV/Trailer Park in Odell.
Move: Bieker
Second: Gehring
Discussion: None
Vote: **Ayes:** Chapman, Gehring, Fox, and Bieker
Absent: Sheppard
MOTION CARRIED

c. **Approve Resolution 2023-24-9 Lowering the Load Limit on the Bridge.**

Motion: Move to adopt Resolution No. 2023-24-9 decreasing the load limit on the Hood River-White Salmon Interstate Bridge to 64,000 pounds with an effective date of March 1, 2024.
Move: Bieker
Second: Gehring
Discussion: Greenwood requested flexibility in the schedule to implement the lower load limit. Commissioner Fox requested that staff communicate the change to the heavy haulers before the signs are made. There was consensus from the Commission to implement the lower load limit by March 1, 2024.
Vote: **Ayes:** Chapman, Gehring, Fox, and Bieker
Absent: Sheppard
MOTION CARRIED

8. COMMISSION CALL:

- a. Commissioner Bieker noted that there was a discussion at the last Airport Advisory Committee (AAC) meeting regarding the former SDS hangar, and there was concern about how the port plans to monetize it. Greg Hagbery, Property Manager, replied that the direction from the Commission was to keep maintaining a revenue stream while incrementally upgrading the facility and pursue a commercial tenant. A discussion followed regarding the hangar.

9. CONFIRMATION OF DIRECTIVES:

- a. Staff to move forward with an RFP for Communications/Public Relations Services, with removal of videos from the scope of work.
- b. Staff to create a resolution for the Mission and Vision statement for final approval.
- c. Staff to proceed with the procurement process of the four bridge risk items.
- d. Proceed with legal review on concept sheet for the IGA.
- e. Notify Urban Renewal Board that the Port will no longer be participating on the Board.
- f. Staff to communicate with heavy haulers of the lower load limit before signs are made.

10. EXECUTIVE SESSION: President Kristi Chapman recessed Regular Session at 6:57 p.m. to call the Commission into Executive Session under ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees.

11. POSSIBLE ACTION: The Commission was called back into Regular Session at 7:10 p.m. No action was taken as a result of Executive Session.

12. ADJOURN: The meeting was adjourned by unanimous consent at 7:11 p.m.

ATTEST:

Kristi Chapman, President

Michael Fox, Secretary

Commission Memo

Prepared by: Debbie Smith-Wagar, Finance Director
Date: January 23, 2024
Re: BreezeBy Terms and Conditions Update



The terms and conditions for the Port's electronic tolling system, BreezeBy, haven't been updated for several years. As situations change, it is important to keep the Port's terms and conditions for BreezeBy customers updated.

The current update removes some old fees that are no longer enforced, updates the Port's general email address (Porthr@gorge.net is being replaced with info@portofhoodriver.com), clarified the use of holds on vehicle registrations if the vehicle has unpaid toll charges, and clarified that the additional charge for license plate recognition is not charged if the toll booth is closed.

RECOMMENDATION: Approve Resolution No. 2023-24-11 Authorizing to Update the BreezeBy Terms and Conditions.

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PORT OF HOOD RIVER
Resolution No. 2023-24-11

A RESOLUTION ADOPTING UPDATED BREEZEBY TERMS AND CONDITIONS

WHEREAS, the Hood River-White Salmon Interstate Bridge (“Bridge”) is a critical transportation facility in the Mid-Columbia Region, and the Port of Hood River (“Port”) must manage, maintain, inspect, and operate the Bridge in a safe manner for the long-term use of residents, visitors, and businesses; AND

WHEREAS, the Bridge uses an electronic tolling system called BreezeBy which provides an efficient method of collecting tolls, assists in moving traffic, counting traffic, and determining the types of vehicles crossing the bridge, and provides an accounting to such user; AND

WHEREAS, the BreezeBy system provides the Terms and Conditions as an agreement between the Port and the user of the BreezeBy system in crossing the bridge, and outlines the responsibilities of the customer; AND

WHEREAS, the benefits to the BreezeBy customer include having a discounted toll rate, efficient method of crossing the bridge, and an accounting of the cost of crossings; NOW THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

The updated BreezeBy Terms and Conditions contained in Exhibit A are adopted effective February 12, 2024.

Adopted by the Board of Commissioners of the Port of Hood River this 23rd day of January 2024.

SIGNED

Kristi Chapman, President

ATTEST

Michael Fox, Secretary

Exhibit A

Port of Hood River *BreezeBy* Personal/Business Account Terms and Conditions Effective February 12, 2024

These Terms and Conditions, together with your Application, constitute the Port of Hood River (“Port”) *BreezeBy* Customer Agreement (“Agreement”) made and entered into by and between you (“Customer”) and the Port under the laws of the State of Oregon. Nothing in this Agreement releases you, the Customer, from civil liability or criminal penalties resulting from failure to abide by applicable Oregon State laws and regulations.

Agreement

Subject to the terms of this Agreement, the Customer will incur a *BreezeBy* toll charge for each use of the *BreezeBy* facility and the Port agrees to provide the Customer with one transponder per household, business and/or address at no charge; cost for additional transponders depends on the type of transponder selected (see 8.0 d. for clarification); to be used at those locations accepting *BreezeBy* electronic toll payment. Failure to pay tolls may result in additional penalties provided by law. Further, by completing the Application, making a payment into your *BreezeBy* account, and using the transponder, you agree to the following terms and conditions:

1.0 Account Information

Good Standing. To keep your account open and in good standing you must:

- a. Keep current vehicle information, make, model, license plate number and axle counts.
- b. Keep current all personal, demographic, and payment information.
- c. Maintain a positive balance for prepaid accounts.
- d. Remain in compliance with all posted speed limits, traffic controls, and safety directives.
- e. You may set up a user name and password to review your account online at portofhoodriver.com on the *BreezeBy* Electronic Tolling page.
- f. Statements: You have the option of receiving monthly or quarterly statements. Email or mailed statements are delivered at no charge.

Closure. Your account may be closed when:

- a. Your request to close the account has been received in writing:
Any remaining balance in a registered account will be refunded, without interest, less any outstanding administrative fees owed. Refund will be by the original method of payment, when possible, and will occur within fifteen (15) days of your account closure request.
- b. The account shows a negative or zero balance:

1. Any negative balance for outstanding tolls and fees must be paid in full immediately or may be subject to collection procedures and legal action by the Port.
- c. There has been no activity for twenty-four (24) consecutive months:
 1. A "Notice of Inactivity" will be sent after eighteen (18) months of inactivity. After twenty-four (24) months of inactivity, the account will be closed. Any remaining balance in a registered account will be refunded via the registered method of payment, without interest and less any outstanding administrative fees. (See section 8.0)
 2. Refund: If your address or payment information filed with the Port is incorrect or has changed and the Port owes you a refund, the Port may hold your refund to pay you in person at the Port office, or upon your request the Port may agree to pay your refund in another manner.

2.0 Automatic Account Replenishment

If you arrange for Automatic Account Replenishment, you agree to the following:

- a. You acknowledge that your signature is required to enroll or terminate your participation in the Automatic Account Replenishment.
- b. You agree to maintain a valid payment method on file with the Port.
- c. Account replenishment can be established by debit or credit card. When your account balance falls below the minimum balance, the account will automatically be replenished for a minimum of \$20, or as otherwise identified on your account application.
- d. If your automatic payment method is declined or otherwise unable to process, you will see a yellow light as you pass through the toll plaza. This is your notification of failure to replenish. A response is required to avoid charges to the account. If your automatic payment method is declined for more than ten (10) days, your account will be changed to manual replenishment, and your account may be inactivated and you will receive a red light at the toll facility. You must contact the Port to re-establish automatic replenishment.
- e. The Port may adjust replenishment amounts based on a Customer's usage patterns over the prior three (3) months. Prior to such adjustment, customers will be notified by the Port and may contact the Port to decline this replenishment option.
- f. Interest will not be paid on prepaid account balances or deposits.
- g. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance.

3.0 Manual Account Replenishment

Payments may be made via phone when using a debit or credit card. Customers with seven (7) or more vehicles may be required to establish and maintain a greater minimum balance. If you do not choose the Automatic Account Replenishment option, you must maintain and replenish your account and agree to the following:

- a. Payment for replenishment may be by credit or debit card, check, money order, or cash payment made in person at the Port office. **Do not send cash in the mail.** The Port reserves the right to refuse counter or temporary checks. If check payments are returned for insufficient funds, the account holder will be charged a fee of \$25.00 and may be required to replenish their account with certified funds or cash for future transactions, and may be liable for statutory damages and Port attorney fees.
- b. If your account falls below \$10.00 you will see a yellow light. If your account balance falls below zero dollars your account will be inactivated and you will see a red light.
- c. Manual payments may require 5-7 business days from receipt to process.
- d. Interest will not be paid on prepaid account balances or deposits.

4.0 Transponder Usage

- a. Installation. You agree to install, display, and use the transponder in accordance with the instructions provided to you by the Port.
- b. Delivery. *BreezeBy* Account transponders may be picked up at the Port Office at 1000 E. Port Marina Drive, Hood River, Oregon or for those living near Cascade Locks at 427 SW Portage Rd., Cascade Locks, Oregon. *BreezeBy* transponders will **not** be available for pick up at the tollbooth. *BreezeBy* transponders will become active for use within one hour from the time of issuance.
- c. Speed and Tailgate. *BreezeBy* lanes have gates which the Port may use to control traffic flow. Those gates optimally work at a pass-through speed between 5-10 miles per hour. **Do not exceed this speed or tailgate.** This can interfere with the *BreezeBy* scan, causing you received a bill in error, and affect gate control.
- d. Lights. The light should turn green as soon as the transponder signal has been read. A yellow light indicates your balance is below \$10.00; you need to add funds to your account as soon as possible, either by cash, check or credit/debit card or online using the *BreezeBy* app. While yellow there is still a balance on your account; no additional balance is required to pass. A red light indicates that your account balance is now negative and your account has been suspended. You must pay cash to cross at this time. **DO NOT** back out of a *BreezeBy* lane.
- e. Receipts. You understand and agree that you will not receive a receipt for individual transponder transactions.
- f. Charges. You understand and agree that electronic payment via *BreezeBy* will be calculated based on the number of vehicle axles detected by the system in the lanes. **All lanes are available for use by *BreezeBy* customers.**

- g. Replacement. If your transponder malfunctions the Port will replace it without charge within three years of issue date unless the transponder is defaced, altered, damaged, or shows other signs of misuse, as determined by the Port. Otherwise, a fee to cover the transponder replacement cost will be assessed.
- h. Lost or Stolen. If your transponder is lost or stolen you must notify the Port immediately, either in person at the Port office, mail, fax or email to Frontdesk@portofhoodriver.com. You are responsible for all charges on your account until notification is received by the Port. All transponders will be replaced at cost.

5.0 Disputes

You may contest fees and tolls applied to your account by submitting your dispute to the Port in writing within ninety (90) days of the transaction in question. Disputes will be accepted either in person at the Port office, by mail, fax, and email to Frontdesk@portofhoodriver.com. If the fee or toll is rescinded or adjusted, your account will be credited. Refunds will be issued to the credit card on file. Refunds will be issued within 30 days of approved request. The Port may deny reimbursement for a credit card charge if the credit card holder has not followed disputed charge procedures required by the cardholder's credit card use agreement.

6.0 Video Tolls (Vtoll)

A Vtoll is a bill for the use of a BreezeBy toll lane when the person fails to pay the required toll either via electronic toll collection or manual payment at the toll facility. It may also occur when a BreezeBy customer's account has a negative balance or has insufficient funds.

- a. If a motorist fails to pay at the toll facility, a Video Toll ("VToll") billing process will be initiated. A VToll is a bill of sale of a toll lane use when the motorist fails to pay the required toll either via electronic toll collection or manual payment at the toll facility. It may also occur when a Breezeby customer's account has a negative balance or has insufficient funds.
 - 1. If a vehicle license passes through the toll facility without payment being made either via manual toll collection or electronic tolling or a negative balance in a BreezeBy account, the Vtoll system will transmit a letter/invoice to the registered owner of the vehicle passing through the toll facility, seven (7) days from the initial occurrence. The customer will have thirty (30) days from the date of the letter/invoice to make payment based upon the methods (i.e., check by mail, phone in payment, online BreezeBy App payment) outlined in the letter. The invoice will have an ancillary fee of \$3 per invoice. The ancillary fee is charged to

recover pass-through costs to the Port for the ability to issue an invoice to a customer.

2. If payment is not received after the thirty (30) day payment period, a second letter/invoice will be issued to the customer, charging a late fee of \$25 in addition to the tolls, and ancillary fee outlined in the first letter/invoice.
 3. If payment has not been made within 90 days from the original invoice, the account will be transferred to Collections.
 4. When an invoice for a vehicle registered in Oregon is sent to Collections, to the extent possible under applicable law, a Hold will be placed on the registration with Oregon DMV. This hold will be removed once payment is made.
- b. Whenever the toll booth at the Hood River-White Salmon Interstate Bridge is not staffed, whether due to staffing shortages, worker meal breaks, emergencies, or off-peak hours scheduling, the \$3 ancillary fee will not be charged for VTolls. Motorists will receive an invoice for unpaid tolls as per the schedule above, but without the \$3 ancillary fee.

7.0 Termination

The Port reserves the right to deactivate any *BreezeBy* account at any time with regard to violations to the Terms & Conditions of this agreement. This will include but not limited to misuse of a transponder, excessive speed, tailgating, and continued use of the bridge without payment. The Port may agree or refuse to reactivate a suspended account at the Port's discretion. Use of a *BreezeBy* transponder on a suspended or terminated account may result in the Account Holder being subject to civil penalties and/or criminal prosecution for toll evasion.

You may suspend your account by notifying the Port by email or in writing. You must also notify the Port by email or in writing when you wish to reactivate the account.

Either the Port, or you the Customer, may terminate this Agreement at any time and for any reason by written notice to the other party, hand delivered, mailed or emailed. If your account is terminated, the Port will refund any amount in your account remaining after tolls, costs, and fees have been paid within fifteen (15) days of notification. No refunds may be provided for unregistered accounts.

8.0 Administrative and Ancillary Fees

An administrative fee may be applied under the following circumstances:

- a. After twenty-four (24) consecutive months of no toll activity, your account may be terminated by the Port and assessed a \$10.00 administrative fee. Any remaining funds after the account has been closed will be refunded without interest.

- b. Returned check fee of \$25.00.
- c. Statement Fees –There will be no charge for Emailed or mailed statements.
- d. Port administrative fees and charges are subject to change. Current and future administrative fees and charges will be posted at the Port office, online at portofhoodriver.com, and included with your account statement.
- e. Ancillary fees include fees charged by outside agencies to assist the Port in identifying the registered owners from the license plates crossing the Hood River bridge without payment. The ancillary fee are subject to change but as of this date they are \$3 per crossing.

9.0 Amendments

The Port may periodically make changes to the Terms & Conditions of this Agreement. You will receive notice of any such changes via email, on your account statement, and/or at the Port Office upon request. Notices will also be posted on the Port website. Use of your transponder beginning ten (10) days after such Port notice is provided shall constitute your agreement to the amended Terms and Conditions of the Agreement.

10.0 Liability

The Port and any other agency using BreezeBy shall have no obligation or liability to the Customer with respect to use or performance of the transponder. The Customer agrees to indemnify and hold the Port, its commissioners, employees and agents, and all other affected agencies, their agents, representatives, and respective employees harmless from and against any damage, loss, cost, expense, injury, or liability relating to, arising from, or as the result of use or the performance of the transponder or as the result of inaccurate customer account information.

11.0 Oregon Law

Oregon law shall govern this agreement and all customer activities related to this agreement. Any legal action filed to interpret or enforce this agreement shall be filed in Hood River County, Oregon Circuit Court.

12.0 Port Notice

Notice will not be considered received by the Port during non-business hours. Notice may be handdelivered to a Port employee at the Port Office or mailed to the Port Office located at 1000 E. PortMarina Drive, Hood River, Oregon; may be emailed to the Port at frontdesk@portofhoodriver.com; or may be faxed to the Port at 541-386-1395 and will be considered received when entered into Port records.

Privacy of Information

The BreezeBy Privacy Policy is subject to the requirements of State and Federal law and may be amended at any time in accordance with applicable statutory requirements. Notice of any changes to this Privacy Policy will be available via email, on your account statement, and/or at the Port office. Notices will also be posted on the web site. Enactment or changes of laws which affect the Port's Privacy Policy will not be considered an amendment which requires customer notice. The Port of Hood River will not sell or share the *BreezeBy* customer list with outside marketers.

The Port will only collect customer information which the Port deems necessary and essential to properly conduct and record transactions, deposits, and fees and to inform Customers of their account status and/or changes to this Agreement.

In addition, the Port may periodically send via email bridge traffic alerts, including delays due to bridge lifts or maintenance projects and other information relevant to your BreezeBy account.

Information collected by the Port relative to an individual customer's usage will not be released except under the following circumstances:

- a. In response to a court order for specific information.
- b. At the request of authorized law enforcement officials/agencies in the conduct of criminal investigations.
- c. At the request of the individual account holder with proper identification.
- d. As reasonably necessary to collect unpaid tolls.
- e. Or as otherwise required by law.

PORT OF HOOD RIVER PRIVACY POLICY

This Privacy Policy describes the collection, use and security of the information obtained by the Port of Hood River ("Port") and other Agencies using BreezeBy from users of the *BreezeBy* system for efficient and effective operations of the Electronic Toll Collection System. This policy is consistent with Federal and State laws governing an individual's rights to privacy.

Personal Information Collected

Port collects personal information to facilitate enrollment processing, account maintenance and to better serve *BreezeBy* accounts. Examples of personal information include a user's name, address, telephone number, email address, credit card number and expiration date, license plate number or other information that personally identifies a *BreezeBy* user. Port obtains this personal information from applications or other forms submitted to Port. Port may also obtain information about a *BreezeBy* user

from other sources, such as the Department of Motor Vehicles (“DMV”) to ensure that records are correct and complete.

How Personal Information is Used

Personal information will only be used by the Port for the purpose of administering a *BreezeBy* user’s account and managing the *BreezeBy* operations. In the course of administering *BreezeBy* accounts, the Port may disclose personal information to third party service providers for the purpose of operating the *BreezeBy* program (e.g. DMV, courts, credit card account processors or collection agencies); otherwise, personal information will not be disclosed to third parties, except as required by law or ordered by a court of competent jurisdiction. Information about a *BreezeBy* user’s use of the Electronic Toll Collection System, but which does not personally identify a user, may be disclosed to others to generate statistical reports for the purpose of managing the *BreezeBy* operation.

Security

The Port will take commercially reasonable precautions to safeguard personal information through physical, electronic and procedural means. The Port will treat *BreezeBy* user information confidentially and request third party service providers who receive information from the Port to in the same manner or to be in compliance with the PCI industry regulations pertaining to payment card information.

BreezeBy users retain the right to review and edit all of their personal information pertaining to their accounts, whether stored electronically or on paper. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the Port of Hood River office, 1000 E. Port Marina Drive, Hood River OR 97031 by person, by mail, by fax, or by email. Port may adopt procedures for review of such information, including but not limited to charging a fee for processing requests for access to personal information.

Policy Amendments

The Port reserves the right to amend this Privacy Policy at any time. If the Privacy Policy is amended the revised policy will be posted on the Port website portofhoodriver.com.

Effective Date

The effective date of this updated Privacy Policy is February 12, 2024.

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Commission Memo



Prepared by: Greg Hagbery
Date: January 23, 2024
Re: Facility Inspection Contract with Nova Group GBC

Port staff is developing a long-range Capital Improvements Plan (CIP) to properly assess the future needs to finance improvement/maintenance projects for our existing assets as well as establish the financial capability to pursue development projects.

Port staff issued a solicitation for inspection of 15 Port owned facilities shown below.

| <i>Name</i> | <i>Address</i> | <i>Square Footage</i> |
|---------------------------|------------------------------|-----------------------|
| HOOD RIVER | | |
| 1 Big 7 Building | 616 Industrial Avenue | 42,103 |
| 2 Wasco Building | 205 Wasco Loop | 14,650 |
| 3 Jensen Building | 400 Portway Avenue | 54,962 |
| 4 Event site Bathroom | At the Hood River Event site | 640 |
| 5 Halyard Building | 707 Portway Avenue | 19,846 |
| 6 Maritime Building | 910 Portway Avenue | 38,474 |
| 7 Marina Building #1 | 720 E. Port Marina Drive | 5,757 |
| 8 Marina Building #2 | 600 E. Port Marina Drive | 2,320 |
| 9 Hood River Yacht Club | At the Hood River Marina | 839 |
| ODELL | | |
| 10 Timber Incubator | 3872 Heron Drive | 10,000 |
| Hood River Airport | | |
| 11 FBO Building | 3608 Airport Drive | 1,716 |
| 12 White Hangar | 3624 Airport Drive | 4,998 |
| 13 Yellow Hangar | 3650 Airport Drive | 3,900 |
| 14 Blue Hangar | 3700 Airport Drive | 29,420 |
| 15 Heli Hangar | 3602 Airport Drive | 2,304 |

The intention of the solicitation is to inspect said facilities and provide condition reports of the following systems:

Exterior: Roof, Gutters, Exterior Walls, Exterior Doors, Windows, Foundation / Floor Joists and Decking / Porches

Interior: Ceilings, Interior Walls, Flooring, Electrical, Plumbing, HVAC, Lighting Fixtures, Water Heaters, Restrooms / Kitchenettes, Fire Safety Systems

Staff reviewed the submitted proposals and ranked them based on price (which ranged from \$27,200-\$173,452), experience, availability, proposal for how to accomplish the work, and proposed schedule of completion.

The table below shows the respective scores that were tabulated by staff after review of the respective proposals.

| Firm | Score |
|-------------------------------|--------------|
| Nova Group | 275 |
| Burch Energy | 228 |
| Evolution Hardt | 230 |
| Bureau Veritas | 201 |
| CBRE | 199 |
| TKE75 Safety & Compliance LLC | 189 |
| Sazan Group | 181 |
| Terracon | 175 |
| SUM Design | 164 |
| Roth IAMS | 161 |
| Wiss Janney | 153 |

Based upon the staff review team scoring, the firm Nova Group GBC was determined to be the preferred contractor to award the attached draft contract to.

RECOMMENDATION: Approve staff to proceed with award of a Facility Inspection contract for fifteen Port owned facilities to Nova Group GBC, not to exceed \$27,200.

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

1. This Contract is entered into between the **Port of Hood River** ("Port") and **Nova Group GBC** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$27,200** Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through April 1, 2024. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent activities or wrongful misconduct of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Contractor:

Port of Hood River

Signed: _____

Title:

Date:

Address:

Phone/Email:

Signed: _____

Title:

Date:

Address:

Phone/Email:

Executive Director

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

(541) 386-1645 porthr@gorge.net

**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK:

See description of work as described in Exhibit C

II. DELIVERABLES AND TIMEFRAME:

The deliverable(s) covered under this Contract shall be:

The due dates for the deliverable(s) shall be:

III. CONSIDERATION:

Lump Sum rate under this Contract shall be \$_____.

Reimbursables under this Contract shall be None.

IV. BILLING AND PAYMENT PROCEDURE:

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

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

Invoices may be submitted monthly, or at such other interval as is specified below:

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

**Personal Services Contract
Exhibit B**

INSURANCE

Contractors, please send this to your insurance agent immediately.

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

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

_____ Required and attached OR _____ Contractor is exempt

Certified by Contractor: _____
Signature/Title

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

_____ Required and attached Waived by Finance Manager _____

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

_____ Required and attached Waived by Finance Manager _____

- 4. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

_____ Required and attached Waived by Finance Manager _____

- 5. **Certificate of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract.

The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract.

Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate must contain a standard 30-day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Port of Hood River). Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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Exhibit C

Corporate Headquarters
Minneapolis, MN

USING BUSINESS AS
A FORCE FOR GOOD

Quotation for Services

| | | | |
|-----------------------|--|-------------------------------|---|
| Client Name: | Port of Hood River Oregon | Nova Account Manager: | Doug Knight |
| Address: | 1000 E Port Marina Drive Hood River, OR 97031 | Email Address: | doug.knight@novagrouppbc.com |
| Contact: | Greg Hagbery | Nova Office Address: | Nova Group, GBC 1022 SW Halsey St., Troutdale, OR 97060 |
| Contact Phone: | 541-386-1138 | Account Manager Phone: | 614-704-8766 |
| Email Address: | ghagbery@Portofhoodriver.com | Nova Office Fax: | 952-448-9572 |
| Proposal Date: | 12/19/2023 | Proposal Number: | P8598-2023 |

Project Name: Full Facility Inspections for 15 buildings owned by the Port of Hood River

| | | | | |
|--------------------------|---------------------------|-----------------------|------------------------------|--------|
| Project Location: | <u>HOOD RIVER</u> | | | |
| | 1 | Big 7 Building | 616 Industrial Avenue | 42,103 |
| | 2 | Wasco Building | 205 Wasco Loop | 14,650 |
| | 3 | Jensen Building | 400 Portway Avenue | 54,962 |
| | 4 | Event site Bathroom | At the Hood River Event site | 640 |
| | 5 | Halyard Building | 707 Portway Avenue | 19,846 |
| | 6 | Maritime Building | 910 Portway Avenue | 38,474 |
| | 7 | Marina Building #1 | 720 E. Port Marina Drive | 5,757 |
| | 8 | Marina Building #2 | 600 E. Port Marina Drive | 2,320 |
| | 9 | Hood River Yacht Club | At the Hood River Marina | 839 |
| | <u>ODELL</u> | | | |
| | 10 | Timber Incubator | 3872 Heron Drive | 10,000 |
| | <u>HOOD RIVER AIRPORT</u> | | | |
| | 11 | FBO Building | 3608 Airport Drive | 1,716 |
| | 12 | White Hangar | 3624 Airport Drive | 4,998 |
| | 13 | Yellow Hangar | 3650 Airport Drive | 3,900 |
| | 14 | Blue Hangar | 3700 Airport Drive | 29,420 |
| | 15 | Heli Hangar | 3602 Airport Drive | 2,304 |

Understanding: Nova Group GBC (“Nova”) understands that the Port of Hood River (“Port”) is in the process of updating its 10-year Capital Improvements Plan (CIP).

Further, we understand that these buildings are of various ages and conditions.

The Port seeks a Facility Inspection Survey is needed to update the CIP model and schedule capital improvements for the next ten years.

The Port seeks to have the following (at the least) systems be inspected and assessed for the estimated remaining lifespan and estimated replacement value in 2023/24 dollars for each building.

- Exterior
 - Roof
 - Gutter
 - Exterior Walls
 - Exterior Doors
 - Windows
 - Foundations & Floor Joists
 - Decking & Porches
- Interior
 - Ceilings
 - Interior Walls
 - Flooring
 - Electrical
 - Plumbing

- HVAC
- Lighting Fixtures
- Water Heaters
- Restrooms & Kitchenettes
- Fire Safety Systems

Scope of Work: **Property Full Facility Inspections**

For each of the properties shown above and as applicable, Nova will provide a Full Facility Inspection (“Inspection”) that exceeds the ASTM 2018-15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process.

A site visit will be conducted for each of the properties based on an agreeable schedule between Nova and the Port. The site reconnaissance will be conducted by an engineer or architect familiar with the design systems and components utilized in construction of commercial buildings.

The work will be completed to allow the Port, as owner of these properties, to prepare their 10-year CIP.

The design systems to be observed during this assessment include the following:

- **Site Development.** Based on a walkover of the site, we will note the apparent general condition of the paving and parking, sidewalks, retaining walls, fences, signage, dumpster areas, site lighting, landscaping, landscape irrigation systems, fire hydrants, drainage, and utility service connections.
- **Building Structure.** If provided, the structural assessment will include a review of geotechnical reports, subgrade preparation reports, and foundation/framing design criteria prepared specifically for construction of the improvements. Based on observations of the readily visible structural components, we will note any evidence of significant foundation problems, differential building settlement, and/or significant roof framing distress.
- **Building Exterior.** Based on observation of the accessible exterior components, we will note the apparent general condition of the
 - Exterior wall assemblies and finishes,
 - Exterior Windows (glass and glazing),
 - Exterior Doors
 - Façade and associated components,
 - Roof and associated components (e.g., flashing and transitions)
 - Gutter
 - Foundations & floor joists
 - Decking, porches, and balconies
- **Building Interior.** Based on observations of the accessible components, we will note the apparent general condition of the
 - interior walls,
 - ceiling and floor finishes,
 - doors/frames
 - lighting fixtures
 - stairs
 - restrooms
 - kitchenettes.

Any specialized equipment utilized by the tenants is not included in the assessment.

- **Mechanical System.** Based on observation of the accessible components and interviews with the maintenance personnel on the site, we will note the apparent general condition of the heating, cooling, ventilation, and air distribution (HVAC) systems.
- **Electrical System.** Based on observation of the accessible electrical components and interviews with the maintenance personnel on the site, we will note the apparent general condition of the primary electrical distribution system.
- **Plumbing System.** Based on a limited review of the accessible plumbing components and interviews with the maintenance personnel on the site, we will note the apparent general condition of the primary plumbing system and fixtures.
- **Vertical Transport/Elevators (if applicable).** The conveyance system assessment relates to the readily visible components of the vertical transportation systems. Based on a limited observation of the accessible components and interviews with the maintenance personnel on

the site, we will note the type and apparent general condition of the vertical transportation systems.

- **Life Safety/Fire Protection.** Based on limited observation of the accessible components and interviews with the maintenance personnel on the site and jurisdictional authorities, we will note the apparent general condition of the life safety/fire protection systems
- **Americans with Disability Act (ADA) Compliance.** The ADA Compliance assessment relates to a general overview of the conditions in common public areas of the improvements considered to be “public accommodations” as defined by the ADA and its compliance with currently available data pertaining to Title III of the ADA.
- **Zoning.** Nova will contact the zoning office to request information on zoning requirements and information on zoning status of the property.
- **Building Code.** Nova will contact the local building department to request information on any current or past code violations and outstanding permits.

INSPECTION REPORT FORMAT

For each property, at the completion of the observation, Nova will provide a written report containing an Executive Summary and report narrative that includes Purpose and Scope of Services, Glossary, General Information, Assessment, and Report Qualifications.

The report narrative will present the assessment portion of the report and be divided into sections for each design system observed, as noted above. Each section will consist of two subsections:

- System Description containing descriptions, observations, and comments; and
- System Concerns containing recommendations for immediate repairs, discernment of potential short- and long-term significant capital expenditures, and opinions of costs.

The report will also contain a Capital Expenditures Analysis table for the property. This table will summarize those items that may need immediate attention or are foreseen to require repair or replacement within an evaluation period as specified by the Client (presumed to be 10 years), plus two additional years. The expenditures will be limited to costs in excess of \$1,000 and also include an inflation factor of up to 4.0 percent unless notified otherwise. All of this information will be recapitulated in the Executive Summary. For those items noted in the Capital Expenditure Analysis table an estimate of the useful life and remaining useful life will be provided.

Nova will also submit separate excel spreadsheets as a deliverable for this work. These tables will be provided as soon as possible after engagement and will be presented on a rolling, as-completed basis to allow the client to make informed decisions as early in the due diligence process.

The report will also include Appendices presenting photographs and other material obtained that document our findings (i.e., Certificate of Occupancy, warranties, fire inspection reports, existing repair proposals, etc.), if available, which could have financial or functional implications with regard to the property.

The findings of this Inspection are not intended for use for design and engineering of remodeling, upgrades or change of use for the Property. The findings of the report will be proprietary and will not be released without client permission.

Assumptions

Several assumptions have been made in developing these fees and, if not valid, will constitute a change in scope requiring an adjustment in the project cost.

Observation will include exterior, interiors, maintenance areas, common areas, mechanical rooms, and support areas.

Other assumptions are:

- The client’s description of the real property and improvements is reasonably accurate.
- Available documentation such as a set of plans, specifications, soils investigation report, a current survey of the improvements with easement data, and other pertinent documentation will be provided to Nova by Client, if available, before our observation of the improvements.
- Nova will have full access to the property during the site observations.
- We will be accompanied by a representative familiar with the property who will provide the necessary access (including safe ladders to the roof areas). If access restrictions are encountered in the field, we will contact your office while our staff are still onsite. Access delays could result in additional charges. Nova will not provide a ladder and is not proposing the use of climbing gear, scaffolding, swing stages or man lifts for exterior observations.

- Nova will submit the reports in an electronic version in PDF format. Hard copy reports will be available at the Clients request. Additional copies if required will be provided for an additional fee. Printing costs are considered reimbursable.

Schedule

As part of our proposed scope of work, we will review provided documentation, and participate in an active dialogue with your team, in support of the acquisition process. Delayed site access will negatively impact the schedule.

| Approximate Schedule | |
|------------------------|------------------------|
| Site Visits (SV) | one week from contract |
| Cost Tables | 15 Workdays from SV |
| Draft Reports | 15 Workdays from SV |

Site visits are expected to occur within one week from contract execution and as instructed by the Port.

The Inspection draft report will be completed within fifteen (15) workdays from our site visit. If requested, Nova can provide excel version of the cost tables to allow for the Port to easily manage the data. The cost tables will be delivered in excel (if desired) along with the draft reports.

If site access is not granted during our inspection period or if it is delayed through no fault of Nova, the delivery of the reports will be adversely affected.

It is imperative that we have timely and sufficient access to the building. Nova will provide a draft copy of the reports electronically in PDF format. A final electronic copy will be following acceptance of the draft. Hard copies are available upon request.

Cost Estimate

Below are the fees as an all-inclusive total. The lump sum price is inclusive of travel, and expenses.

If the project is terminated by the client prior to report delivery, Nova will invoice the client for expenses incurred (plus 15%) and at a rate of \$125 per hour for time spent on the project to that point.

The estimate assumes that we will have 5 working days from authorization to visit the site. If an expedited visit schedule is required (through no fault of Nova) and travel fees are exaggerated, we reserve the right to pass the additional charges from the expedited site visit schedule on to the client at costs plus 15%.

If site access is unavailable or denied after the site visit is confirmed by on-site personnel or if no site escort is available and the site inspector needs to return a second day for a second site visit, the client will be invoiced \$1,000 for an additional site visit and the deliverable will be delayed a corresponding number of working days.

| <u>Hood River</u> | | |
|----------------------------------|-----------------------|-----------------------------|
| <u>Building</u> | | <u>Cost Estimate</u> |
| 1 | Big 7 Building | \$3,200 |
| 2 | Wasco Building | \$2,800 |
| 3 | Jensen Building | \$3,200 |
| 4 | Event site Bathroom | \$ 500 |
| 5 | Halyard Building | \$2,800 |
| 6 | Maritime Building | \$3,000 |
| 7 | Marina Building #1 | \$1,500 |
| 8 | Marina Building #2 | \$1,000 |
| 9 | Hood River Yacht Club | \$ 500 |
| <u>Odell</u> | | |
| 10 | Timber Incubator | \$2,800 |
| <u>Hood River Airport</u> | | |
| 11 | FBO Building | \$1,000 |
| 12 | White Hangar | \$1,200 |
| 13 | Yellow Hangar | \$1,200 |
| 14 | Blue Hangar | \$1,500 |
| 15 | Heli Hangar | <u>\$1,000</u> |
| | Estimated Total | \$27,200 |

Commission Memo



Prepared by: Greg Hagbery
Date: January 23, 2024
Re: North Apron MOU

On October 18, 2022, during Regular Session, the Commission directed staff to advertise a Request for Developer Interest (RFDI) to query the private sector for development desire through a long-term land lease for North Apron development at the Airport. On January 10, 2023, staff issued the RFDI with responses due on March 10, 2023.

On March 21, 2023, the Commission reviewed the single response to the RFDI. On April 18, 2023, the Commission then heard directly from Airport Storage LLC representatives, Claudia Monk-von Flotow, Andreas von Flotow, and Hood Aero's Brian Prange on their plan to build multiple hangars in a phased approach. The Commission directed staff to enter MOU negotiations with the private development team.

Airport Storage LLC presented a draft MOU to the Commission on November 14, 2023. During the discussion Claudia showed how current construction costs keep the project from being financially viable. The Commission was receptive to this issue and instructed staff to remove portions of the MOU pertaining to a prescribed construction schedule and extend the *Exclusivity Period* to provide adequate time for Claudia to perform due diligence.

Staff worked with legal counsel and Airport Storage LLC to develop the attached MOU for Commission review and consideration.

RECOMMENDATION: Approve MOU between The Port of Hood River and Airport Storage LLC., for the development of the North Apron of the Ken Jernstedt Airfield.

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE PORT OF HOOD RIVER AND AIRCRAFT STORAGE LLC.**

This **MEMORANDUM OF UNDERSTANDING** (this “MOU”), dated the ____ day of _____, 2024 (the “Effective Date”) is by and between the **PORT OF HOOD RIVER**, an Oregon municipal corporation, (“Port”) and **AIRCRAFT STORAGE, LLC**, an Oregon limited liability corporation (“Developer”). Port and Developer are each referred to hereunder as a “Party,” and collectively as the “Parties.”

1. Background, Purpose, and Intent

- 1.1. Purpose. The purpose of this MOU is to confirm the mutual intent and agreement in principle of the Parties to enter into a ground lease with the Port as Lessor and Developer as Lessee for approximately 20,000-74,000 square feet [to be confirmed] of tax lot 2501, bounded by tax lot 1603 to the north and tax lot 2600 to the south, as shown in **Exhibit A** of this MOU (“Ground Lease”) and for Developer to develop the leased land (“Project”) in accordance with the terms of a Development Agreement (“Development Agreement”). Port and Developer have had preliminary discussions regarding the Project. It is now necessary to establish a more formal understanding of the scope of the Project, Project issues, Project documents and the roles of Developer, including its Project Team, and Port.
- 1.2. Background. Following a Request for Developer Interest (“RFDI”), Port selected the developer for negotiations of an MOU addressing the respective lease and development proposal. The Port’s selection of Developer for further negotiations does not constitute a final selection of a developer. Final selection of Developer is subject to: (i) reaching mutual agreement on, (ii) final approval by the Port Commission of, and (iii) execution by both Parties of the Development Agreement and Ground Lease described in this MOU.
- 1.3. Intent. This MOU provides Developer a time period, set forth in Section 5 of this MOU, to complete its due diligence, satisfy any prerequisites set by the Port, and to negotiate and execute a Development Agreement. The Development Agreement will detail the actual development program to be undertaken by the Developer, including the development plan, team, schedule for the Project, mutual responsibilities of the Parties and other terms and conditions for the transaction. The Development Agreement will include as an exhibit an unexecuted Ground Lease that describes the rent and other payments the Developer is required to pay to the Port, rights and obligations of the Port as the property owner and of the Developer to complete the Project development, rights and obligations of the Lessee, and such additional terms and conditions as the Parties mutually agree upon. The Development Agreement will set forth pre-conditions and deadlines which must be satisfied by the Developer before the Ground Lease is executed.
- 1.4. Non-Binding MOU. Except for Section 5, 6, 7 and Section 8 of this MOU: (i) neither Party shall be bound by the provisions of this MOU on any legal theory or basis, and (ii) the Parties shall be bound only upon execution of the Development Agreement, which execution shall be in each Party’s sole discretion and, for the Port, subject to the approval of the Port Commission.
- 1.5. Anticipated Project Revisions. The Parties agree and acknowledge that the Project

planning is in its preliminary phase, and that prior to execution of the Development Agreement, the various components of the Project will be clarified, and subsequently memorialized in the Development Agreement and the Ground Lease exhibit to be attached thereto. The Parties further agree and acknowledge that the Project details set out in this MOU and the exhibits attached hereto are preliminary, and subject to modification. Any such modifications will be confirmed in the Development Agreement, and the Ground Lease exhibit to be attached thereto.

2. Development Program

- 2.1. Public Objectives. The public objectives for the development program established by the Port are set forth in **Exhibit B**.
- 2.2. Project Team. Developer has formed and will manage the Project Team, which is preliminarily identified in **Exhibit C**, and is subject to change during the Exclusivity Period.
 - 2.2.1. Developer has represented that there is no pending, concluded or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas, or conflicts involving a Project Team member that may affect the ability or appropriateness of the team member's involvement in the undertaking described in this MOU.
 - 2.2.2. Developer will promptly inform Port of any changes to the Project Team. Port reserves the right to approve all members of the Project Team prior to finalizing the Development Agreement. Port's approval of a Project Team member will be based on evidence given the Port that the Project Team member: (i) is legally and financially able to operate and fully perform its proposed role; (ii) has not been declared ineligible nor is proposed to be declared ineligible for contracts by any federal or state law, regulation or agency, (iii) has not been convicted of a material criminal offense or had any civil judgment rendered against it for commission of fraud, dishonesty or failure to perform on a contract; and (iv) satisfies such other criteria as the Port may reasonably establish.
- 2.3. Preliminary Development Program. The preliminary development program proposed for the Ken Jernstedt North Apron Development is described in **Exhibit D**; and may be subsequently modified based on further due diligence by each Party or future negotiations between the Parties. The preliminary development program described in Exhibit D represents those aspects of the development program proposed in good faith by the Developer and tentatively accepted by the Port or, where so designated, incorporated in the Developer's proposal but not accepted by the Port at the time of this MOU. The Parties agree and acknowledge that Exhibit D includes the following, some of all of which may be incomplete, in whole or in part, as of the Effective Date: Exhibit D-1.1 Site Improvements, Exhibit D-1.2 Site Plan, Exhibit D-2.1 Floor Plan Level 1, Exhibit D-2.2 Floor Plan Level 2, Exhibit D-3 Building Elevations, and Exhibit D-4.1 Illustrations.
- 2.4. Preliminary Development Schedule. The preliminary development schedule for the Ken Jernstedt North Apron Development is described in **Exhibit E**. The preliminary development schedule may be subsequently modified based on further due diligence by each of the Parties, or as a result of future negotiations between the Parties.
- 2.5. Preliminary Estimate of Permanent Job Benefits. The preliminary estimate of the number,

type, and salaries of direct permanent jobs resulting from the Project is described in **Exhibit H**. These preliminary estimates may be subsequently modified based on further due diligence.

- 2.6. Preliminary Development Finance Plan. The preliminary development finance plan is described in **Exhibit F**. The preliminary finance plan may be subsequently modified based on further due diligence by each Party, and/or future negotiations between the Parties. The Ten-Year Development/Operations Pro Forma for the Project is set out in Exhibit F-1.
- 2.7. Incomplete Exhibits. The Parties agree and acknowledge that one or more of the exhibits hereto may not be complete upon the mutual execution of this MOU. In such event, the Parties will cooperate to complete any such exhibits prior to the end of the Exclusivity Period, which exhibits may then be incorporated herein and/or in the Development Agreement.

3. **Development Agreement**

- 3.1. Timeframe for Negotiations. Port and Developer will negotiate and intend to execute a Development Agreement no later than the last day of the Exclusivity Period defined in Section 5 of this MOU. The Development Agreement may be subsequently modified by mutual agreement of the Parties thereto to incorporate updated or more specific schedule, cost and budget information to be produced pursuant to the Development Agreement.
- 3.2. Development Agreement Terms Anticipated by the Port. The Port anticipates the terms required for the Development Agreement by the Port will include, but not be limited to, the following:
 - 3.2.1. Unless otherwise agreed to by Port, in its sole discretion, Developer will have full financial, legal, managerial and administrative responsibility for the planning, design, acquisition of all approvals, financing, construction, repair, alteration, improvement, management, and operation of the Project, and satisfaction of all obligations of the Lessee under the Ground Lease.
 - 3.2.2. No legislative changes or land use approvals shall be proposed to the County or become binding on property owned by Port without the consent of the Port, which shall not be unreasonably withheld. Developer will coordinate with the Port in connection with making any proposals to the County, or any other governmental authority, regarding the development of the Ken Jernstedt North Apron.
 - 3.2.3. All improvements on the North Apron shall be constructed and operated in compliance with all applicable federal, state and County laws, statutes, codes and legal requirements. Developer will be responsible for all improvements, required permits, and development fees and charges, and meeting all applicable zoning and development requirements. Port shall have the right to approve of the proposed development prior to executing the Ground Lease based upon criteria to be negotiated in the Development Agreement.
 - 3.2.4. All development costs must be funded entirely by Developer, with no Port funding or guaranties.
 - 3.2.5. Developer and, if different, the Lessee will be prohibited from subordinating the

Port property, ground lease, or any other asset of the Port, or any interest in any asset of the Port, to the lien of any mortgage, security agreement, or any other encumbrance.

- 3.2.6. Neither the Development Agreement nor the Ground Lease are intended to make the Port a stockholder in a joint company, corporation or any other association whatsoever with the Developer, or to create the relationship of principal and agent, partners, joint venturer, or any other similar such relationship, between the Parties.
- 3.2.7. During the Exclusivity Period, Developer and the Port may discuss and address the following additional issues:
- a. Project Approvals needed by the Federal Aviation Administration, if any.
 - b. Possible use of Project facilities for a Federal Emergency Management Agency “Resiliency Center”, on an emergency basis.
 - c. Possible joint venture of Developer with another party for a portion of the Project, and/or a possible sublease of a portion of the Ground Lease premises, as part of or separate from any joint venture Developer may propose for a portion of the Project.
 - d. Possible phasing of the Project.
 - e. Other issues raised by the Parties.
- 3.3. Unless otherwise mutually agreed upon, the Development Agreement will contain provisions not inconsistent with the basic understandings set forth herein, and will include representations and warranties, conditions, covenants and understandings that are appropriate and customary for like transactions. The Development Agreement shall address, but not be limited to:
- a. Approval of the design for the Project with the Federal Aviation Administration and Hood River County;
 - b. Project schedule;
 - c. Assurances and security to guarantee Developer performance;
 - d. Review and approval by Port of evidence of agreements with third-parties necessary to complete the development, such as financing agreements, leases, and easements;
 - e. Special or unique terms of the Development, such as coordination with adjacent public improvement projects, and grants of easements;
 - f. Identification of the final Project Team;
 - g. Rights of Port to participate in Project Team meetings; and
 - h. Identification of those events that must occur and the key milestones to be achieved to close Project financing, execute the Ground Lease, and begin construction (“Contingencies”). The Development Agreement will describe the time and manner for satisfaction of these Contingencies, and the consequences of failure to timely satisfy the Contingencies. Contingencies include, but are not

limited to:

- (1) Approval by the Port of the building program, project schedule, design, Project Team, and cost feasibility for the Project;
 - (2) Approval by the Port Commission of the Development Agreement and Ground Lease between Developer and Port;
 - (3) The ability of Developer to secure regulatory approval for the Project;
 - (4) The ability of Developer to secure adequate and reasonable financing for the Project; and
 - (5) Securing of equity or limited partners as required to raise required equity for the Project.
- i. All items in Section 3.2.
 - j. Any other items agreed to by the Parties.

4. Preliminary Ground Lease Terms

- 4.1. Preliminary Ground Lease Financial Terms. Subject to satisfaction of any applicable Contingencies in the Development Agreement, Port will enter a Ground Lease with Developer or, subject to approval in its sole discretion by Port, an entity proposed by Developer (“Lessee”). The preliminary financial terms proposed for the Ground Lease are described in **Exhibit G** and **G-1**. The preliminary financial terms may be subsequently modified based on further due diligence by each of the Parties, or as a result of future negotiations between the Parties.
- 4.2. Ground Lease Terms to be required by Port. The Port will require that the land to be developed on the North Apron be Ground Leased:
 - 4.2.1. As a triple net lease in which, in addition to its full rent obligation, Lessee will be obligated to pay all costs associated with the site and improvements, including, but not limited to all costs and expenses associated with site development, construction and financing of the Project, building maintenance, repair, including all repair and capital replacement, utilities, liability insurance, real estate taxes, special assessments, legal fees, property management fees, and capital improvements, and all other costs and expenses of the Project.
 - 4.2.2. “As Is” with no Port representations, indemnification, or warranties regarding the condition of the site, including, without limitation, the environmental, soils, seismic, or any other condition of the site, and the suitability of the site for Developer’s or, if different, Lessee’s intended uses. Developer shall be solely responsible to determine the appropriateness of the site for the proposed Development, including but not limited to, the environmental condition of the Project site and shall be solely responsible for environmental inspection and any remediation costs associated with the Project site.
 - 4.2.3. Subject to easements, encumbrances, and other title exceptions identified in a preliminary title report or title commitment at the commencement of the Development Agreement. The Port will cause a title insurance company to prepare a preliminary title report or title commitment for delivery to Developer. Developer

shall be responsible for confirming that the condition of title is satisfactory for Developer's intended purpose and for determining and verifying the existence of any encumbrances on the site. Developer shall be solely responsible for obtaining, at Developer's sole cost and expense, an ALTA survey of the Project site.

- 4.2.4. Subject to a requirement that Developer commence construction by a set number of months after the Ground Lease is first executed, and, if construction does not commence within the required timeline, the Port may terminate the Ground Lease.
- 4.2.5. Subject to the prohibition that the Developer and, if different, Lessee may not create any lien, mortgage, pledge or encumbrance upon any property interest of the Port or payments owing the Port.

5. Exclusivity Period

- 5.1. Binding Obligation. The provisions of this Section 5 shall be binding, notwithstanding the otherwise non-binding nature of this MOU.
- 5.2. Term of Exclusivity Period. This MOU shall be effective on the date on which it is executed by both Parties and shall automatically terminate on the earlier of either the effective date of the Development Agreement if executed, or at the end of the Exclusivity Period defined below if the Development Agreement has not been executed by that time. Developer will retain the exclusive right to negotiate with Port for development of the Project, and Port will be bound not to negotiate with other parties for development on the Project site until 5 p.m. pacific time on the date that is one hundred eighty (180) days after the Effective Date hereof or the earlier date that this MOU is terminated ("Exclusivity Period"). The Exclusivity Period may be extended for an additional period of one hundred eighty (180) days, or such other extension as the Parties may agree on, by mutual written agreement of the Parties, each in its sole discretion, any time prior to the expiration of the Exclusivity Period. This MOU automatically expires at 5 p.m. on the last day of the Exclusivity Period, as may be extended by mutual written agreement of the Parties, as provided herein.
- 5.3. Purpose of Exclusivity Period. During the Exclusivity Period, Port and Developer will: (i) complete all due diligence and feasibility analysis each deems necessary to enter the Development Agreement, (ii) satisfy any conditions precedent to the execution of the Development Agreement, and (iii) negotiate and prepare the Development Agreement, and a form of Ground Lease to be executed if pre-conditions set forth in the Development Agreement are satisfied.
- 5.4. During the Exclusivity Period.
 - a. Developer will satisfy itself by personal investigation and any other means it deems necessary, as to the conditions affecting the Project site and proposed Project, the cost thereof, governmental approvals, and all other matters pertaining to the proposed Project. Developer is solely responsible for conducting its own independent research and due diligence regarding the Development Agreement and Ground Lease, and the subsequent development of the Project under these documents.
 - b. Port will complete whatever due diligence and feasibility analyses it deems necessary. Port is solely responsible for conducting its own independent research and due diligence for preparation of the Development Agreement and

Ground Lease.

- c. Port will have lead responsibility for preparation and document control of the Development Agreement and Ground Lease.
- 5.5. Termination of MOU and Exclusivity Period. This MOU, including the Exclusivity Period, may terminate: (i) at any time, upon mutual written agreement of the Parties, (ii) automatically, upon expiration of the Exclusivity Period, unless the Parties, each in its sole discretion, have agreed in writing upon an extension, or (iii) automatically, upon execution of the Development Agreement. Upon termination, unless otherwise provided herein, the respective obligations of the Parties hereunder will be of no further force or effect. All notices given pursuant to this Section 5 shall be delivered in writing as required by Section 7 herein.
- 5.6. Costs Incurred during Exclusivity Period. Port assumes no responsibility and bears no liability for cost incurred by Developer for any work it undertakes in response to this MOU. Developer assumes no responsibility and bears no liability for cost incurred by Port for any work it undertakes in response to this MOU. Each Party will be responsible for paying its own costs, expenses, commissions, and fees incurred in connection with work undertaken during the Exclusivity Period, including, but not limited to, preparation and execution of the MOU, Development Agreement, Ground Lease, and any associated agreements, and all technical, financial, design, inspections and other due diligence.
- 5.7. Mutual Indemnification. During the term of this MOU, Developer and, subject to all procedural, damage and other limitations of the Oregon Tort Claims Act and the Oregon Constitution applicable to Port, Port each agree to indemnify, hold harmless and defend the other Party, including its officers, employees and agents, from and against all claims, suits, actions, damages and losses, including reasonable attorney fees, resulting from or arising out of their respective breaches of any binding obligations under this MOU, and any of their respective negligent acts or omissions related to the Project that occur after the date of this MOU. Each Party's indemnification obligation under this subsection 5.7 shall survive termination of this MOU for a period of ten (10) years.
- 5.8. Responsibilities of the Parties during Exclusivity Period.
- 5.8.1. Cooperation and Good Faith. Each Party agrees that it will work cooperatively, expeditiously, and in good faith, to diligently pursue the development of the Ken Jernstedt North Apron in accordance with this MOU. When a Party's review is required, the Party will complete its review on a timely basis. Where the approval of a Party is required, such approval shall not be unreasonably, withheld, conditioned, or delayed, except as expressly provided otherwise herein. Each Party shall maintain the financial and human resources required to complete their required work tasks in accordance with the Project schedule.
 - 5.8.2. Project Information. During the Exclusivity Period:
 - a. Port will take reasonable steps to timely provide relevant information, as reasonably determined by the Port, as may be reasonably requested by Developer for its due diligence, to the extent any such information is a public record, is in Port's possession, and is not confidential, privileged, or proprietary; provided Port will have no obligation to prepare, request, or

commission any new or additional report, study or information not in Port's possession on the Effective Date hereof. Developer may use any such information obtained from the Port solely for purposes related to the Project, provided, however, the Port does not warrant the content of the information it provides to the Developer will be correct or complete, or any other aspect of such information, in whole or in part. Such information may include, but not be limited to:

- (1) Geotechnical reports and any other site-specific reports requested by the Developer in the Port's possession;
 - (2) Information on plans for the development of the Ken Jernstedt Airfield;
 - (3) Comments on the Developer's site plans, designs, and development program; and
 - (4) Such other information as may be reasonably requested from time to time by Developer.
- b. Developer will schedule and hold periodic briefings with Port staff (at least every other week) and timely provide information as may be reasonably requested by Port for its due diligence and use. Port anticipates that such information may include, but not be limited to:
- (1) Design information describing or illustrating the Project with reference to immediately adjacent parcels and joint access arrangements, including the completion of conceptual level drawings to include site plan, grading plan, floor plans, elevations and two illustrative renderings of the proposed development to be incorporated into the Development Agreement;
 - (2) Description of the programming for the improvements to be built on the North Apron, including estimated amount of floor area devoted to each use and an estimate of the number and type of jobs at the completed Project;
 - (3) Estimate of total Project cost;
 - (4) Project schedule;
 - (5) Financial data illustrating the proposed financial performance or feasibility of the Project;
 - (6) Such other information as may be reasonably requested from time to time by Port.
- c. Developer will also provide to the Port the following items during the Exclusivity Period:
- (1) Conduct a pre-application conference with the County of Hood River and provide the staff summary findings to Port;
 - (2) Traffic and vehicular site access analyses that certify all requirements of the County of Hood River and ODOT will be met;
 - (3) Describe how the proposed design complies with all applicable Federal

Aviation Administration requirements.

- d. Developer and the Port will maintain open lines of communication during the Exclusivity Period, when appropriate directly and through legal counsel, and will share relevant information regularly, with the goal of moving the Project forward in a prompt and efficient manner

6. Confidentiality/Public Communications

- 6.1. Binding Obligation. The provisions of this Section 6 shall be binding, notwithstanding the otherwise non-binding nature of this MOU.
- 6.2. Designation of Confidential Materials. If necessary or beneficial to submit trade secrets or other confidential information in response to this MOU, the trade secret or other confidential information must be marked "TRADE SECRET AND/OR CONFIDENTIAL INFORMATION." Additionally, each page containing the trade secret or other confidential information must be marked "TRADE SECRET AND/OR CONFIDENTIAL INFORMATION." Except as otherwise provided in a Port Project development document or agreement, the Port will not disclose information submitted as confidential if reasonable to withhold disclosure and if the public interest would suffer by the disclosure, as determined by the Port in its sole discretion. By submitting the TRADE SECRET AND/OR CONFIDENTIAL INFORMATION to the Port, Developer agrees to indemnify and hold harmless the Port, its Commissioners, officers, employees, and agents from all costs, damages, and expenses, including attorney fees, incurred in connection with any such material that Developer has designated as a trade secret and/or as confidential information.
- 6.3. Compliance with Law. The Port must comply with public disclosure requirements under ORS 192.311, et seq. including ORS 192.355 (4). Only information that is a trade secret or otherwise exempt from public disclosure under Oregon law can be kept confidential. When responding to a public records request, the Port will independently assess if the requested information is exempt from public disclosure, and, unless otherwise reversed by judicial action, the Port's determination will be final.
- 6.4. Disclosure of Information. The Port may disclose trade secret or other confidential information contained in the proposal under the following circumstances:
 - a. The Port may reveal any trade secret or other confidential information to any Port or County of Hood River staff, outside consultant, or third-party engaged with in reviewing proposals or negotiating agreements pursuant to this MOU; and
 - b. The Port may publicly disclose any trade secret or other confidential information used by the Port Commission to select the Developer, and any MOU, lease, or other agreement with the Developer, each of which may include information designated in the proposal as exempt from public disclosure.
- 6.5. Public and Port Communications. After the MOU is executed by the Port and the Developer, except as otherwise authorized in writing by the Executive Director or Port Project and Development Manager, the Developer, including their agents, may not issue public statements or engage in any communication with Port staff and commissioners other than the Executive Director or the Port Project and Development Manager, regarding their Project or the MOU process.

7. Notice

7.1 All notices or other communications required by or relating to this MOU or the Project will be in writing, and sent by personal delivery, by first class certified mail, return receipt requested, by overnight delivery, or by email with a written or computer generated confirmation of receipt by the intended recipient. Communication shall be deemed received at the time confirmed by delivery receipt. Recipients of communications may be changed by providing written communications of the change to the other party in the same manner as other notices are provided.

7.2 Correspondence concerning the Project shall be addressed to:

7.2.1 For Port:

Port of Hood River
1000 E. Port Marina Drive
Hood River, Oregon 97031
Attn: Greg Hagbery, Development & Property Manager
Facsimile: 541-386-1395
Email: ghagbery@portofhoodriver.com

With a copy by email to:

Kevin Greenwood
Port Executive Director
kgreenwood@portofhoodriver.com

With a copy to

Kenneth S. Antell
Dunn Carney, Attorneys at Law
Suite 1500, 851 SW Sixth Avenue
Portland, Oregon 97204
Email: Kantell@dunn-carney.com

7.2.2 For Developer

Claudia Munk-von Flotow
CMLK Development
403 Portway Avenue, Level 2
Hood River, Oregon 97031
claudia@cmlkdevelopment.com

8 Assignment

8.1 Developer may not assign any of its rights under this MOU without Port consent which may be withheld in the Port's sole discretion

9 Attorney Fees

9.1 In the event either Party breaches any obligation under the binding portions of this MOU, the nonbreaching Party shall be entitled to all costs and expenses incurred, including

reasonable attorney fees, as a result of the breach. In addition, in the event any suit, action, or arbitration is instituted to enforce any term of this MOU, the prevailing Party shall be entitled to recover from the other Party such sum as the court or arbitrator may adjudge reasonable as attorney fees and costs in arbitration, at trial, and on appeal of such arbitration, suit and action, and also any attorney fees and costs incurred in any bankruptcy matter, in addition to all other sums provided by law.

10 Exhibits

10.1 The Parties agree and acknowledge that this MOU includes the following Exhibits, some of which may not be complete:

- Exhibit A - Project Site Plan – Concept (Section 1.1)
- Exhibit B – Public Objectives (Section 2.1)
- Exhibit C – Project Team (Section 2.2)
- Exhibit D - Preliminary Development Program (Section 2.3)
- Exhibit D-1.1: Blank (Section 2.3)
- Exhibit D-1.2: Site Plan (Section 2.3)
- Exhibit D-2.1: Conceptual Building Plan – Box Hangars 1-4 (Section 2.3)
- Exhibit D-2.2: Floor Plan Level 2 (Section 2.3)
- Exhibit D-3: Blank (Section 2.3)
- Exhibit D-4.1: Illustrations (Section 2.3)
- Exhibit E: Preliminary Conceptual Development Schedule, Pending Coordination with Municipality (Section 2.4)
- Exhibit F: Preliminary Development Financial Terms (Section 2.6)
- Exhibit F-1: Ten-Year Development/Operations Pro Forma (Section 2.6)
- Exhibit G: Preliminary Ground Lease Financial Terms (Section 4.1)
- Exhibit G-1: Ten Year Forecast of Rent Payments to Port (Section 4.1)
- Exhibit H: Preliminary Estimate of Permanent Job Benefits (Section 2.5)

AGREED AND ACCEPTED

FOR PORT OF HOOD RIVER

FOR DEVELOPER

Kevin Greenwood, Executive Director

Claudia Munk-von Flotow, President

Date: _____

Date: _____

Exhibit A: Project Site Plan - Concept

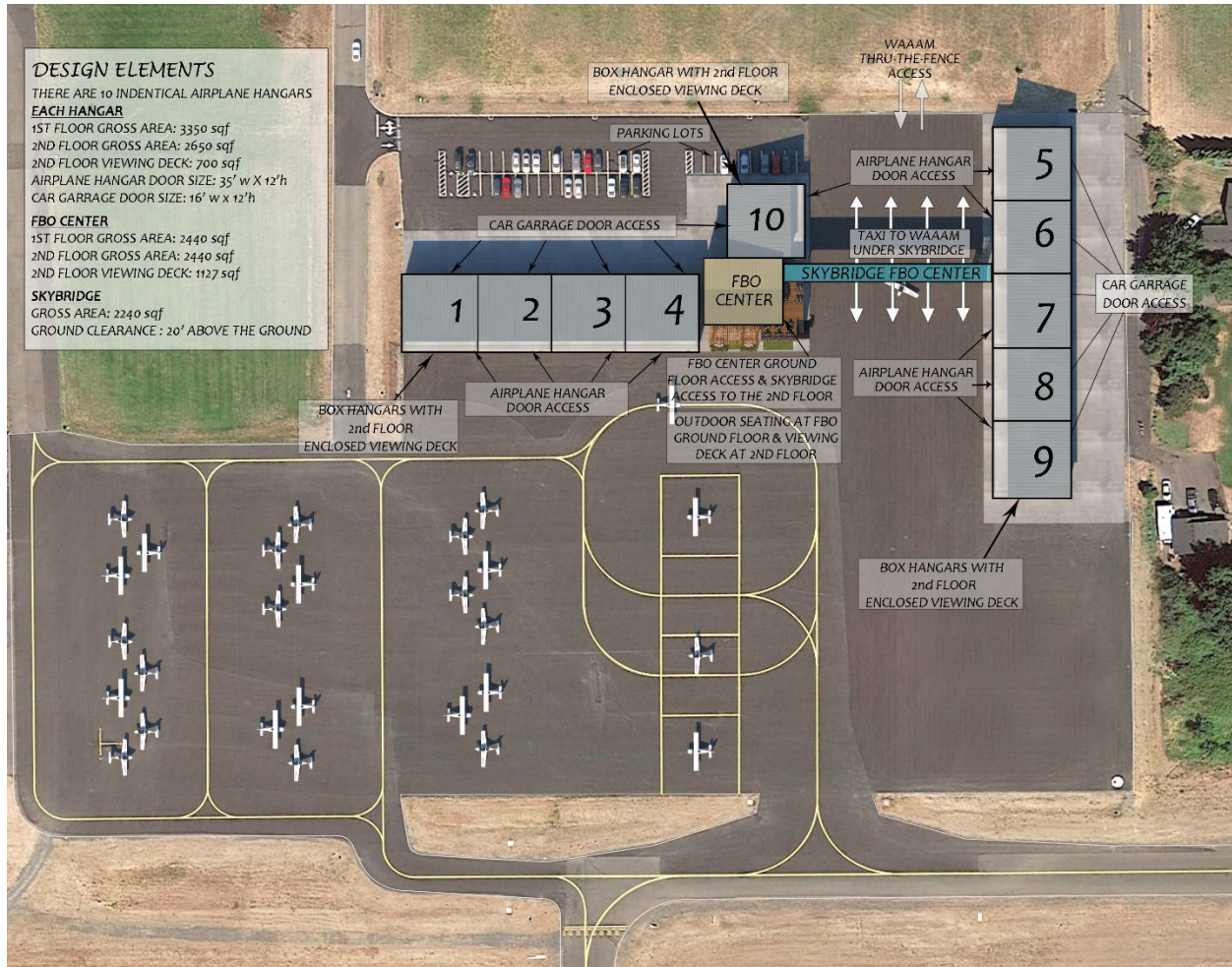


Exhibit B: Public Objectives

The development program must facilitate the overall vision for the Ken Jernstedt Airfield, including the following key goals:

- High Quality Design & Construction
- Environmental Sustainability
- High job quality and density

Elements of Development

In addition to the overall vision and development regulations for the Ken Jernstedt Airfield, the Port established the following elements for the development program:

1. Required:

- Facilitate the development of the site in a manner that increases aviation related operations at the airfield.
- Maximize the revenues made available to the Port for its programs.
- Minimize the risk to the Port associated with the successful development of the site.

2. Preferred:

- Sustainable building practices that meet or exceed the standards required for Silver LEED™ certification by the US Green Building Council.
- Creation of new jobs available to the regional workforce in the Hood River Valley (Please complete Exhibit H).

Port Objectives for the Development Agreement and Ground Lease

The Port has established the following objectives for the transactional agreement with the Developer

- Maximize the lease and other revenues made available to the Port for its programs.
- Minimize the risk to the Port associated with the successful development of the North Apron.

Exhibit C: Project Team

[Describe anticipated Project Team to the extent known or reasonably anticipated. Include options where known. Project Team is subject to future changes, and to Port approval prior to entering the Development Agreement. Developer can use form below, or any other method agreeable to Port, to describe the Project Team]

| | |
|----------------------------------|--|
| Developer(s) | Claudia Munk-von Flotow |
| | CMLK Development Corp. |
| Lessee under Ground Lease | Aircraft Storage, LLC |
| Architect(s)/Designer(s) | Centrex Design and Construction |
| | HRK Civil Engineering and Field Services |
| Attorney | Kell, Alterman & Runstein, L.L.P. |

Exhibit D: Preliminary Development Program

[Describe anticipated Development Program to the extent known or reasonably anticipated. Include options where known. Development Program is subject to future changes, and to Port approval prior to entering the Development Agreement.]

| | |
|---|--|
| Target Market | Private aircraft owners. |
| | Aviation-related businesses. |
| | |
| Design Objectives | Building design shall be similar to the adjacent WAAAM building. |
| | A new FBO center may resemble Hood River waterfront heavy timber design, pending financial feasibility. |
| | |
| Building Materials | Primary exterior material: metal. |
| | Secondary materials: glass, wood, and stone. |
| | |
| Total Square Footage of Building | Each hangar shall be approximately 3,350 gross square feet ground floor area. |
| | A new FBO center shall be approximately 2,440 gross square feet ground floor area. |
| | |
| Number, Type, Size of Hangars | Quantity 10 new hangars, phased delivery. |
| | |
| Off Site Improvements | Parking lot improvements and associated landscaping. |
| | |
| Site Plan | See Exhibit A. |
| | |
| Floor Plans | Hangar buildings shall be clear-span and maintain potential for second floor mezzanine space, if so desired by end user. |
| | |
| Building Elevations | Buildings shall be a maximum of 45 feet, pursuant to the limitations of the Airport Height Combining Zone. |
| | *Most hangars of this type do not exceed 30 feet in height. |
| | |
| Illustrations | See below. |
| | |
| Total Development Cost Estimate | See Exhibit D 1.1. |

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Exhibit D-1.1:

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Exhibit D-1.2: Site Plan

Refer to attachment.

Exhibit D-2.1: Conceptual Building Plan – Box Hangars 1-4

Refer to attachment.

Exhibit D-2.2: Floor Plan Level 2

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Exhibit D-3:

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Exhibit D-4.1: Illustrations



View to the southeast.

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View to the northwest.

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Exhibit E: Preliminary Conceptual Development Schedule, Pending Coordination with Municipality

| Task | Days | Start | End |
|--|-------|-------|-----|
| Exclusivity Period | 180** | TBD | TBD |
| Draft Development Agreement presented to Developer | 60 | TBD | TBD |
| Negotiations on DA/GL | 120 | TBD | TBD |

**Dates are tentative and will change as preceding tasks change.*

*** Developer may request up to 180 days of additional time for Exclusivity Period*

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Exhibit F: Preliminary Development Financial Terms

[Describe preliminary development financial terms to the extent known or reasonably anticipated. Include options where known. Preliminary development financial terms are subject to future changes, and to Port approval prior to entering the Development Agreement. Developer can use form below, or any other method agreeable to Port, to describe the preliminary development financial terms.]

| | |
|---|---|
| Development Costs (Current Dollars) by Major Category | See attached. |
| | See attached. |
| General Description of Development Finance Plan | Approximate 60 percent loan to value ratio. |
| | |
| Equity Provided by Developer | Per phase, approximately 40 percent of phased project cost. |
| | |
| Equity Provided by Others | |
| | |
| Major Loan Terms and Assumptions | Commercial loan rates for this type of construction are currently between six to ten percent with recourse. |
| | |
| Ten-Year Development/Operations Pro Forma (in Year of Expenditure Dollars), including escalation assumptions | See below. |

| Conceptual Development Costs - North Apron Hangars and FBO | | |
|--|---|--------------------|
| Pricing Date: October 2023 | | |
| Item # | Description | Cost |
| Pre-Construction, Design, and Engineering - Ten Buildings and Full Site | | |
| 1 | Site Survey | \$8,000 |
| 2 | Hazardous Materials Survey | \$0 |
| 3 | Geotechnical Report | \$22,000 |
| 4 | Traffic Impact Study | \$9,500 |
| 5 | Environmental and FAA Studies - Federal and State (CATEX, CEQA) | \$0 |
| 6 | Civil Design | \$50,000 |
| 7 | Architectural Design | \$150,000 |
| 8 | Structural Engineering | \$50,000 |
| 9 | Landscape Design | \$0 |
| 10 | MEP Design | \$0 |
| 11 | Metal Building Engineering | \$13,000 |
| 12 | Project Coordination | \$60,000 |
| 13 | Jurisdictional Fees | \$150,000 |
| 14 | Testing and Special Inspection | \$100,000 |
| Pre-Construction, Design, and Engineering | | \$612,500 |
| Construction Cost - Phase 1 - Four Buildings | | |
| 15 | Ramp - Phase 1 | \$146,624 |
| 16 | Site and Civil - Phase 1, Including Dewatering | \$348,970 |
| 17 | Phase 1 Hangar Construction - Four Buildings E-W | \$2,095,600 |
| 18 | General Conditions | \$360,000 |
| Subtotal | | \$2,951,194 |
| 19 | Insurance | \$44,268 |
| 20 | Overhead and Profit | \$88,536 |
| 21 | Design Contingency | \$44,268 |
| 22 | Construction Contingency | \$295,119 |
| Construction Cost - Phase 1 - Four Buildings | | \$3,423,385 |
| Construction Cost - Phase 2 - Five Buildings | | |
| 23 | Ramp - Phase 2 | \$41,344 |
| 24 | Site and Civil - Phase 2, Including Dewatering | \$301,910 |
| 25 | Phase 2 Hangar Construction - Five Buildings N-S | \$2,687,360 |
| 26 | General Conditions | \$360,000 |
| Subtotal | | \$3,390,614 |
| 27 | Insurance | \$50,859 |
| 28 | Overhead and Profit | \$101,718 |
| 29 | Design Contingency | \$50,859 |
| 30 | Construction Contingency | \$339,061 |
| 31 | Escalation | \$101,718 |
| Construction Cost - Phase 2 - Five Buildings | | \$4,034,831 |
| Construction Cost - Phase 3 - One Hangar and FBO | | |
| 32 | Phase 3 - Hangar Construction - One Building | \$523,900 |
| 33 | Phase 3 - FBO Construction | \$1,973,400 |
| 34 | General Conditions | \$360,000 |
| Subtotal | | \$2,857,300 |
| 35 | Insurance | \$42,860 |
| 36 | Overhead and Profit | \$85,719 |
| 37 | Design Contingency | \$42,860 |
| 38 | Construction Contingency | \$285,730 |
| 39 | Escalation | \$85,719 |
| Construction Cost - Phase 3 - One Hangar and FBO | | \$3,400,187 |

Exhibit F-1: Ten-Year Development/Operations Pro Forma

| | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | YEAR 6 | YEAR 7 | YEAR 8 | YEAR 9 | YEAR 10 |
|---|-------------------------|--------------|------------------------------------|--------------|---|--------------|--------------|--------------|--------------|--------------|
| | Phase 1 - Four hangars. | | Phase 2 - Five additional hangars. | | Phase 3 - One additional hangar and FBO (both Port-owned; no rent revenue to developer, no ground lease payments on Port facilities). | | | | | |
| Gross Lease Rate PSF per Hangar | \$ 1.00 | \$ 1.03 | \$ 1.06 | \$ 1.09 | \$ 1.13 | \$ 1.16 | \$ 1.19 | \$ 1.23 | \$ 1.27 | \$ 1.30 |
| Potential Gross Revenue | | | | | | | | | | |
| Hangar 1 | \$ 40,200 | \$ 41,406 | \$ 42,648 | \$ 43,928 | \$ 45,245 | \$ 46,603 | \$ 48,001 | \$ 49,441 | \$ 50,924 | \$ 52,452 |
| Hangar 2 | \$ 40,200 | \$ 41,406 | \$ 42,648 | \$ 43,928 | \$ 45,245 | \$ 46,603 | \$ 48,001 | \$ 49,441 | \$ 50,924 | \$ 52,452 |
| Hangar 3 | \$ 40,200 | \$ 41,406 | \$ 42,648 | \$ 43,928 | \$ 45,245 | \$ 46,603 | \$ 48,001 | \$ 49,441 | \$ 50,924 | \$ 52,452 |
| Hangar 4 | \$ 40,200 | \$ 41,406 | \$ 42,648 | \$ 43,928 | \$ 45,245 | \$ 46,603 | \$ 48,001 | \$ 49,441 | \$ 50,924 | \$ 52,452 |
| Hangar 5 | \$ - | \$ - | \$ 42,648 | \$ 43,928 | \$ 45,245 | \$ 46,603 | \$ 48,001 | \$ 49,441 | \$ 50,924 | \$ 52,452 |
| Hangar 6 | \$ - | \$ - | \$ 42,648 | \$ 43,928 | \$ 45,245 | \$ 46,603 | \$ 48,001 | \$ 49,441 | \$ 50,924 | \$ 52,452 |
| Hangar 7 | \$ - | \$ - | \$ 42,648 | \$ 43,928 | \$ 45,245 | \$ 46,603 | \$ 48,001 | \$ 49,441 | \$ 50,924 | \$ 52,452 |
| Hangar 8 | \$ - | \$ - | \$ 42,648 | \$ 43,928 | \$ 45,245 | \$ 46,603 | \$ 48,001 | \$ 49,441 | \$ 50,924 | \$ 52,452 |
| Hangar 9 | \$ - | \$ - | \$ 42,648 | \$ 43,928 | \$ 45,245 | \$ 46,603 | \$ 48,001 | \$ 49,441 | \$ 50,924 | \$ 52,452 |
| Hangar 10 (Port Owned) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| FBO (Port Owned) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Potential Gross Revenue | \$ 160,800 | \$ 165,624 | \$ 383,834 | \$ 395,349 | \$ 407,209 | \$ 419,425 | \$ 432,008 | \$ 444,968 | \$ 458,317 | \$ 472,067 |
| Vacancy Loss | \$ (40,200) | \$ (41,406) | \$ (95,958) | \$ (98,837) | \$ (101,802) | \$ (104,856) | \$ (108,002) | \$ (111,242) | \$ (114,579) | \$ (118,017) |
| 25% | | | | | | | | | | |
| Effective Gross Revenue | \$ 120,600 | \$ 124,218 | \$ 287,875 | \$ 296,511 | \$ 305,407 | \$ 314,569 | \$ 324,006 | \$ 333,726 | \$ 343,738 | \$ 354,050 |
| Ground Lease to Port \$0.30/SF/YR, 3% escalation | \$ (6,000) | \$ (6,180) | \$ (20,670) | \$ (21,255) | \$ (21,840) | \$ (22,425) | \$ (23,010) | \$ (23,595) | \$ (24,180) | \$ (24,765) |
| Approximate Ground Lease Area (SF) | 20,000 | 20,000 | 65,000 | 65,000 | 65,000 | 65,000 | 65,000 | 65,000 | 65,000 | 65,000 |
| Operating Expenses Not Passed to Tenant | \$ (8,040) | \$ (8,281) | \$ (19,192) | \$ (19,767) | \$ (20,360) | \$ (20,971) | \$ (21,600) | \$ (22,248) | \$ (22,916) | \$ (23,603) |
| 5% | | | | | | | | | | |
| Net Operating Income (NOI) | \$ 106,560 | \$ 109,757 | \$ 248,014 | \$ 255,489 | \$ 263,206 | \$ 271,173 | \$ 279,396 | \$ 287,883 | \$ 296,642 | \$ 305,682 |
| Debt Service | \$ (174,220) | \$ (174,220) | \$ (348,394) | \$ (348,394) | \$ (348,394) | \$ (348,394) | \$ (348,394) | \$ (348,394) | \$ (348,394) | \$ (348,394) |
| 6% Interest; 30 year term; \$2.4 MM principal | | | | | 6% Interest; 30 year term; \$4.8 MM principal | | | | | |
| Net Income After Debt | \$ (67,660) | \$ (64,463) | \$ (100,380) | \$ (92,905) | \$ (85,188) | \$ (77,221) | \$ (68,998) | \$ (60,511) | \$ (51,752) | \$ (42,712) |
| Projected Return | -1.68% | -1.60% | -1.24% | -1.15% | -1.06% | -0.96% | -0.85% | -0.75% | -0.64% | -0.53% |
| Total Project Cost | \$ | 4,035,885.00 | \$ | | | | | | | 8,070,716.00 |

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Exhibit G: Preliminary Ground Lease Financial Terms

[Describe preliminary ground lease financial terms to the extent known or reasonably anticipated. Include options where known. Preliminary ground lease financial terms are subject to future changes, and to Port approval prior to entering the Development Agreement. Developer can use form below, or any other method agreeable to Port, to describe the preliminary financial terms.]

| | |
|--|--|
| Initial Term of Ground Lease (years) | Commencing at Certificate of Occupancy on a per building basis. |
| Option Terms following Initial Term: Number, Length, Terms | Maximum as allowable per FAA. |
| General Description of Ground Lease Methodology or Structure | Gross lease at \$0.30 per square foot of ground annually for occupiable buildings. |
| Starting Annual Base Rent for Initial Term | Gross rate of \$0.30 per square foot of ground annually. |
| Escalation in Base Rent for Initial Term | Three percent. |
| Description of Any Additional (Participatory) Payments [Include formula, definition of terms, any triggers, etc.] | |
| Phase-in of Rent at beginning of Ground Lease Terms | |
| Any additional material terms or conditions | |
| Ten Year Forecast of Rent other Payments to Port | See pro forma. |
| | |
| | |

Exhibit G-1: Ten Year Forecast of Rent Payments to Port

Intentionally Blank.

Exhibit H: Preliminary Estimate of Permanent Job Benefits

[Describe preliminary number, type, and salaries of the direct, permanent jobs resulting from the proposed development, to the extent reasonably anticipated. These estimates are subject to future changes as part of the preparation of the Development Agreement. Developer can use form below, or any other method agreeable to Port, to estimate the direct job impact of the development.]

| Activity | Anticipated Number of Direct Jobs | Anticipated Average Annual Salary (2023\$) |
|----------------------------------|--|---|
| Hood Technology Corp Headquarter | 150 | \$150,000 |
| Decavo Headquarter | 60 | \$100,000 |
| Related Aircraft Maintenance | 2 | \$75,000 |
| | | |
| | | |
| | | |
| | | |
| Other (Specify) | | |
| | | |
| Total | 212 | Average \$108,000 |

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Commission Memo

Prepared by: Kevin Greenwood, Executive Director
Date: January 23, 2024
Re: Mission, Vision & Values Statement Resolution



At the November 14 Fall Planning Session, the Commission reviewed Mission and Vision Statements from a few Oregon Ports and international companies. Staff was directed to develop samples to share with the Commission.

On December 19 the Commission reviewed the samples and made a final decision. Staff was directed to prepare a resolution affirming the updated Mission, Vision and Values Statements.

RECOMMENDATION: Approve Resolution No. 2023-24-10 updating the Port's Mission, Vision and Values Statements.

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**PORT OF HOOD RIVER
Resolution No. 2023-24-10**

A RESOLUTION UPDATING THE PORT’S MISSION, VISION AND VALUES STATEMENTS

WHEREAS, the Port of Hood River Commission adopted a Strategic Business Plan (SBP) on June 22, 2021; and

WHEREAS, since that time, the replacement of the Hood River Bridge has forced the Port to re-examine those policy statements; and

WHEREAS, at the November 14, 2023 Fall Planning Work Session the Port discussed Mission, Vision and Values; and

WHEREAS, at the December 19, 2023 Regular Meeting, the Commission made a final decision and directed staff to prepare an adopting resolution; NOW THEREFORE;

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

Section 1. Mission Statement. The Port of Hood River works to promote and maintain a healthy economy and strong quality of life in the Port District and throughout the Columbia Gorge.

Section 2. Vision Statement. The Port of Hood River fosters commerce and recreation while providing outstanding environmental and fiscal stewardship.

Section 3. Values Statement.

- INTEGRITY - maintain a high level of professional standards;
- RESPONSIVENESS - act in a timely way to all reasonable requests;
- TRANSPARENCY - ensure business is conducted openly, with public oversight;
- COLLABORATION - actively participate with stakeholders;
- STEWARDSHIP - seek high standards of maintenance of the Port's assets and always consider the long-term public good;
- INNOVATION - consider new approaches and best practices;
- QUALITY - strive for excellence in all Port activities; and
- DIVERSITY - be proactive, not reactive, in encouraging diversity, equity, and inclusion at all levels of Port activity: Commission, staff, volunteer boards, and public engagement

Section 4. Repealer. All previous Mission, Vision and Values statements are hereby repealed.

Adopted by the Board of Commissioners on this 23rd day of January 2024.

SIGNED:

ATTEST:

Kristi Chapman, President

Michael Fox, Secretary

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Commission Memo



Prepared by: Debbie Smith-Wagar
Date: January 23, 2024
Re: Annual Bridge Insurance Renewal

Our insurance agent, Scott Reynier, provided us with the renewal information for our bridge insurance.

The rate per \$100 of insured value is up 6.5%. However, the insured value of the bridge and potential lost revenue is up almost 5% (\$172.4 million in calendar year 2023 compared with \$181.0 million in calendar year 2024). Much of this is due to the toll increase that took effect in September last year. The bridge policy provides up to three years of lost revenue if the bridge suffers catastrophic damage.

The proposed premium this year is \$425,632.74, up from \$379,729.03 last year. Last year the Port chose a 24-month policy term to help limit increases, and although this increase is high, Scott Reynier says other transportation accounts in Oregon have seen increases above 20% for 2024.

The calendar year 2024 proposal is attached.

RECOMMENDATION: Approve 2024 bridge insurance renewal as presented in an amount not to exceed \$425,632.74.

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PROPOSAL

■ ■ ■ ■ ■ Creating lasting partnerships through complex risk management and employee benefit solutions

Prepared For:

Port of Hood River

Presented: December 18, 2023



THANK YOU

FOR PARTNERING WITH US!

Connections exist everywhere you look. So do risks, exposures, and impediments that can stop businesses in their tracks. Durham & Bates clears hurdles, and locks down the connections you need to make sure business can happen.

As risk management specialists, our firm provides a diverse set of capabilities to help you manage risks, support your people, and bring projects and programs together. We work across industries, oceans, and distances big and small to help ensure that the decisions you make stay true.

Being able to integrate strategy and speed in the world of risk management requires skill, ingenuity, and trust. Doing so with seamless operations and effective decision-making only happens after decades of practice.

Durham & Bates

Durham & Bates Account Service Team

For more than 100 years we have been distinguished by our reputation of providing world-class service and unparalleled technical knowledge. We are independent, local and employee owned. We believe the Durham & Bates culture is unlike any other brokerage; one where every associate feels valued and respected for their unique contributions.

No matter how comprehensive or competitively priced your insurance program is, you still need people to provide ongoing service. The individuals who make up your account servicing team include some of the industry's finest professionals. Our insurance experts know that you expect and deserve the best.

These are the individuals who will be handling your account:

| | |
|------------------------------|-------------------------|
| Senior Vice President | David Hearn, CIC |
| Direct Telephone | (503) 796-1640 |
| Email | davidh@dbates.com |

| | |
|---------------------------------|--------------------------------|
| Assistant Vice President | Dara Reffitt, AIS, CISR |
| Direct Telephone | (503) 423-9491 |
| Email | DaraR@dbates.com |

| | |
|------------------------|--------------------|
| Claims Advocate | Becky Karns |
| Direct Telephone | (503) 796-1649 |
| Email | beckyk@dbates.com |

| | |
|------------------|------------------------|
| CEO | Jeremy Andersen |
| Direct Telephone | (503) 796-1642 |
| Email | jeremya@dbates.com |



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Important Notices

Our goal is to help you become fully aware of many complicated insurance issues which affect your insurance coverage. Please review the following and feel free to discuss these with your Account Executives.

- This insurance proposal is prepared for your convenience. It should not be considered an exact or complete analysis of any policies, or legal evidence of insurance and this is not a contract. The policy terms, once issued, will control the insurance contract without regard to any statement made in this document. For specific terms, conditions, limitations and exclusions, please refer to actual coverage policy forms.
- Some policies may contain aggregate limits, which are the maximum amount the insurer will pay for all covered claims during each policy term. Higher limits of liability may be available. Please contact us to discuss options available to you.
- In your business transactions you may be asked to sign leases, contracts or other written agreements which may transfer financial obligations to you. We suggest you have your ATTORNEY and ACCOUNTANT review these documents prior to signing them. Be certain to forward copies to this office so we may assist with any insurance requirements to properly address these exposures.
- This proposal is based on exposures to loss that were made known to us. All changes of exposures must be reported by you to ensure proper coverage is in effect.
- "Coverage territory" for all policies is the United States, its territories and possessions, Canada, and Puerto Rico, unless specifically stated.



WE BUILD

EXPERIENCES

Business is all about action, movement, and the intangibles that help teams push past obstacles.



Important Notices (Cont.)

- Property values such as building or real property, business personal property (previously known as contents), loss of income and extra expense limits used were those presented or authorized by you. Please carefully review these limits for accuracy. The actual cost to rebuild the structure or replace the personal property may exceed the policy limits, especially in circumstances where a catastrophic event has disrupted the normal supply of materials, labor, and resources. The agency makes no assurances or guarantees that the policy limits provided will be adequate to rebuild the structure or replace personal property. If there is doubt about the adequacy of the policy limits, the policyholder should obtain a professional appraisal or obtain the services of a qualified company or builder who is able to provide replacement cost estimates.
- Our review of any contract you provide is not a legal review. We may review contracts to provide advice as it applies to insurance and surety requirements. Nothing in this review should be construed as a promise of insurance coverage for any specific claims or circumstances. Construction contracts in particular may have broadly stated indemnification and hold harmless clauses that may not be insured. Contracts should be reviewed and modified by competent legal counsel to reflect variations in local law and the specific circumstances of your contract.
- Durham & Bates Agencies, Inc. has Profit Sharing Agreements with many of our major insurance company partners, which may provide compensation in addition to commissions. These agreements are designed to reward our agency for providing quality accounts to the insurance company. Profit Sharing Agreements are never tied to a specific account, but rather multiple factors are evaluated by the insurer and applied to the entire book of business.
- Durham & Bates Agencies, Inc. also has Profit Sharing Agreements with the premium finance company partners we work with. These lenders may compensate us for assisting our clients in arranging the financing of insurance premiums.

Policy Delivery Options

Our goal at Durham and Bates is to exceed your expectations. This means offering service options that work best for you and your company.

Welcome to Durham and Bates' D&B 24/7 Client Portal.

The D&B 24/7 Client App is available in both Apple and Google Play

Due to increased cyber and privacy issues involved with email as well as providing enhanced client service experiences, we are now making all of your various insurance documents available to you through our '**D&B 24/7' Client Portal and Client App**. This offers the most secure access to your insurance documents and in real-time from any computer as well as your iPhone/Android device.

D&B 24/7 - Added services, including:

- Access to your Insurance Policies, Endorsements, Audits and related documents
- Print or reprint Automobile ID cards
- Reprint any previously issued Certificate of Insurance
- Issue your own insurance certificates (available upon request)

When your policies are ready, your service team will provide you with your login information as well as an easy step-by-step guide.

If you would like to receive your insurance documents in a format other than through **D&B 24/7 Portal or App**, we are happy to provide them in these other optional formats:

- 1) **Email or A Secure Email Link** – Convenient and timely delivery by email or secure link, allowing you to print and/or electronically store the policies and an insurance summary easily. All subsequent endorsements to a policy are delivered electronically via email or D&B 24/7 Client Portal.
- 2) **USB Flash Drive/Thumb Drive** – We can also provide policies via flash drive; the drive would be delivered or mailed to you and include the insurance summary. All subsequent endorsements to a policy will be delivered electronically via email or D&B 24/7 Client Portal.
- 3) **3-Ring Binder** – A paper copy of each policy can be provided in a standard 3-ring binder and could include the insurance summary. All subsequent endorsements to a policy will be delivered electronically via email or D&B 24/7 Client Portal.

Please let us know which format works best for you and we will deliver the policies in accordance with your selected method.

Important Notice Regarding Certificates of Insurance

- A certificate of insurance is evidence of insurance coverage. You may have signed contracts, leases or other agreements requiring you to provide this evidence. In those agreements, you may assume obligations and/or liability for others. Some of these obligations are not covered by insurance. You should review these with competent legal counsel.
- Contracts, leases and agreements you sign may have indemnification and other requirements that cannot be addressed by an insurance policy. We recommend that these be reviewed by you and your legal counsel.
- In addition to providing a Certificate of Insurance, you may be required to name your client or customer on your policy as an Additional Insured. This is possible only with permission of the insurance company and, in some cases, an additional premium.
- There are other consequences including:
 - Your policy limits are now shared with other entities; their claims involvement may reduce or exhaust your aggregate limit.
 - Your policy may provide higher limits than required by contract; your full limits can be exposed to the Additional Insured.
 - There may be conflicts in defense when your insurer has to defend both you and the Additional Insured.
- As your agents, we will obtain or issue certificates of insurance at your request. However, we can only evidence coverage that is included in your policies.
- Please be aware that many insurance contracts will provide automatic Additional Insured coverage to your client or customer only when required in a written and signed contract. Discuss with your broker any situations where you do not have an obligation through a signed written agreement.

Terrorism Coverages

TRIPRA Option

TRIA (Terrorism Risk Insurance Act) signed into law in 2002 became TRIPRA in 2007 (Terrorism Risk Insurance Program Reauthorization Act) and was then renewed again in 2015. This provides for Federal government reinsurance in the event of a certified act of terrorism. TRIPRA imposes important responsibilities on insurers to make some limited terrorism coverage available in covered commercial lines policies and to disclose to its commercial lines policyholders each time a policy is "offered and renewed". Covered policies under TRIPRA include most commercial lines property and casualty policies except commercial auto, burglary and theft, surety, farm owners' multi-peril, livestock, and professional liability.

Participating insurers must pay a deductible before federal assistance is available when a loss occurs due to a terrorism act. Deductibles applicable during specific periods are detailed in the TRIPRA. The program covers aggregate insured losses up to an annual limit of \$100 billion. If it exceeds that amount, the question as to who will pay and to what extent will be decided by Congress. The government may recover the amounts paid by imposing of a surcharge on all policyholders.

An act of terrorism must be **certified** as a terrorism act by the Secretary of Treasury in consultation with the Secretary of Homeland Security and the Attorney General of the US. In order to constitute an act of terrorism, in addition to being considered an act of terrorism, it also must meet the following:

- a violent act or an act that is dangerous to human life, property or infrastructure,
- resultant damage must have occurred within the U.S. or the act must be in an U.S. air carrier or vessel or on a U.S. mission.
- Total damages must exceed \$200M (CY20)

Full Terrorism Option

The following coverages may be available under a full terrorism policy:

- Terrorism Liability
- Material Damage to Insured Assets
- TRIPRA
- Non-Certified Acts of Terrorism
- Active Shooter / Malicious Attack
- Business Interruption / Extra Expense
- Threat of Malicious Act
- Nuclear, Chemical, Biological, Radiological (NCBR) Terrorism
- Cyber Terrorism (which may also be covered under Cyber policy)

Premium Summary

| Premium | 2022-2023 | 2023-2024 | 2024-2025 |
|--|---------------------|---------------------|---------------------|
| Annual Rate (per \$100) | \$0.198665 | \$.0.218532 | \$.232736 |
| Annual Premium | \$317,008 | \$376,803 | \$422,365 |
| Wet Marine & Transportation Tax (3/4 of 1% or \$0.0075) | \$2,377.56 | \$2,826.03 | \$3,167.74 |
| Wet Marine & Transportation Service Charge (flat charge) | \$100 | \$100 | \$100 |
| Total Premium | \$319,485.56 | \$379,729.03 | \$425,632.74 |
| Terrorism Premium (optional – in addition to annual premium/taxes above) | Declined | Declined | Declined |
| 25% Minimum Earned Premium – not including Terrorism | \$79,252 | \$94,201 | \$105,592 |

The quotes contained in this proposal are valid for 30 days from today or the inception date, whichever is first.

Coverage is not automatic. In order to bind, please contact your D&B account team.

Payment Options

Durham and Bates now accepts Credit Card payments (as well as ACH if your bank does not offer). Please note that there is a 3.25% transaction fee to process by credit card and a flat \$3 fee for ACH. To schedule payment either by credit card or ACH, please use the following link: <https://dbates.epaypolicy.com>

Durham and Bates’ D&B 24/7 Client Portal and App

D&B 24/7 Portal or App provides you a variety of added services in real-time, including:

- Access to your Insurance Policies and related documents
- Print or reprint Automobile ID cards
- Reprint any previously issued insurance certificate
- Issue your own insurance certificates (available upon request)

Please let us know if you are interested in accessing **D&B 24/7**.

Named Insureds

Our Named Insured listings include the following, unless specifically noted on the coverage pages. Please review carefully for accuracy and notify us for needed corrections.

| Insured | Interest |
|--------------------|---------------------|
| Port of Hood River | First Named Insured |

Certain responsibilities or duties fall upon the First Named Insured under the proposed insurance Responsibility to pay all premiums, including audit premiums.

- Right to receive all return premiums.
- Ability to cancel policy.
- Ability to request changes to insurance contract.
- Right to receive all correspondence from the insurer, including cancellations and non-renewal notices.
- Right to request claims information from the insurer.

This policy does not apply to liability arising out of conduct of any partnership or joint venture, past or present, of which the insured is a partner, or member and which is not designated on the policy as a Named Insured.

Location Schedule

| Loc | Bldg | Address |
|-----|------|-----------------------|
| 1 | | 720 Port Marine Drive |

Inland Marine - Transit (Bridge)

| Issuing Company | Policy Number | Policy Term |
|---|---------------|----------------------|
| Illinois Union Insurance Co. AM Best Rating: A++, XV Non-Admitted | I2071153A014 | 1/1/2023 to 1/1/2025 |

Coverages

| Description | 2022-2023 | 2023-2024 | 2024-2025 |
|------------------------------------|--|--|--|
| Policy Form | ACE Engineered Risk Manuscript Form | ACE Engineered Risk Manuscript Form | ACE Engineered Risk Manuscript Form |
| Description & Location of Property | Lift Bridge spanning the Columbia River from Hood River, OR to White Salmon, WA, abutment to abutment. Also includes the pedestrian bridge abutment to abutment. | Lift Bridge spanning the Columbia River from Hood River, OR to White Salmon, WA, abutment to abutment. Also includes the pedestrian bridge abutment to abutment. | Lift Bridge spanning the Columbia River from Hood River, OR to White Salmon, WA, abutment to abutment. Also includes the pedestrian bridge abutment to abutment. |
| Limit of Insurance | \$159,568,971 | \$172,424,888 | \$180,982,370 |
| Coverage Territory | The fifty states comprising the United States of America, including the District of Columbia | The fifty states comprising the United States of America, including the District of Columbia | The fifty states comprising the United States of America, including the District of Columbia |
| Coverages | All risks of direct physical loss or damage, earth movement, flood, named windstorm, and boiler & machinery; includes loss of revenue | All risks of direct physical loss or damage, earth movement, flood, named windstorm, and boiler & machinery; includes loss of revenue | All risks of direct physical loss or damage, earth movement, flood, named windstorm, and boiler & machinery; includes loss of revenue |
| Coinsurance | None | None | None |

| Description | 2022-2023 | 2023-2024 | 2024-2025 |
|---|---|---|---|
| Valuation | REPLACEMENT COST if actually repaired or replaced within 24 months, otherwise ACTUAL CASH VALUE | REPLACEMENT COST if actually repaired or replaced within 24 months, otherwise ACTUAL CASH VALUE | REPLACEMENT COST if actually repaired or replaced within 24 months, otherwise ACTUAL CASH VALUE |
| Notice of Cancellation | 60 days notice of cancellation except 10 days for nonpayment | 60 days notice of cancellation except 10 days for nonpayment | 60 days notice of cancellation except 10 days for nonpayment |
| Sublimits - (Sublimits of insurance are part of, and not in addition to the occurrence limit of insurance. The aggregate sublimits of insurance company will pay for during the policy period.) | | | |
| Property Damage | \$140,818,971 | \$148,845,652 | \$152,492,370 |
| Pedestrian Bridge | \$664,572 | \$702,453 | \$702,453 |
| Loss of Revenue | \$18,750,000* Period of Indemnity – 1,096 Calendar Days | \$23,579,236* Period of Indemnity – 1,096 Calendar Days | \$28,490,000* Period of Indemnity – 1,096 Calendar Days |
| Debris Removal | Lessor of 25% of Damage or \$2,500,000 Maximum | Lessor of 25% of Damage or \$2,500,000 Maximum | Lessor of 25% of Damage or \$2,500,000 Maximum |
| Pollution or Contamination Clean up | \$100,000 per occurrence and annual aggregate | \$100,000 per occurrence and annual aggregate | \$100,000 per occurrence and annual aggregate |
| Protection Service Charges | \$25,000 | \$50,000 | \$50,000 |
| Expediting Expenses | \$1,000,000 | \$1,000,000 | \$1,000,000 |
| Extra Expense | \$1,000,000 | \$1,000,000 | \$1,000,000 |
| Claim Preparation Expenses | \$25,000 | \$50,000 | \$50,000 |
| Transit | \$1,000,000 | \$1,000,000 | \$1,000,000 |
| Off-site Storage | \$1,000,000 | \$1,000,000 | \$1,000,000 |
| Earth Movement | \$50,000,000 per occurrence and annual aggregate | \$50,000,000 per occurrence and annual aggregate | \$50,000,000 per occurrence and annual aggregate |
| Flood | \$159,568,971 per occurrence and annual aggregate ALL FLOOD ZONES | \$172,424,888 per occurrence and annual aggregate ALL FLOOD ZONES | \$180,982,370 per occurrence and annual aggregate ALL FLOOD ZONES |

Coverages

| Description | 2022-2023 | 2023-2024 | 2024-2025 |
|--|---|---|---|
| Named Wind Storms | \$159,568,971 | \$172,424,888 | \$180,982,370 |
| Equipment Breakdown | \$25,000,000 Any One Accident Sublimits \$18,750,000 Business Interruption \$1,000,000 Extra Expense \$100,000 Expediting Expense \$100,000 Hazardous Substance \$100,000 Water Damage \$100,000 Ammonia Contamination \$100,000 Ordinance or Law \$100,000 Loss Adjustment Expense | \$25,000,000 Any One Accident Sublimits \$23,579,236 Business Interruption \$1,000,000 Extra Expense \$100,000 Expediting Expense \$100,000 Hazardous Substance \$100,000 Water Damage \$100,000 Ammonia Contamination \$100,000 Ordinance or Law \$100,000 Loss Adjustment Expense | \$25,000,000 Any One Accident Sublimits \$23,579,236 Business Interruption \$1,000,000 Extra Expense \$100,000 Expediting Expense \$100,000 Hazardous Substance \$100,000 Water Damage \$100,000 Ammonia Contamination \$100,000 Ordinance or Law \$100,000 Loss Adjustment Expense |
| Deductibles | | | |
| Damage caused by or resulting from Earth Movement | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Loss or Damage caused by or resulting from Flood | \$1,000,000 | \$1,000,000 | \$1,000,000 |
| Loss or Damage to Lift Span – all perils except Earth Movement | \$500,000 | \$500,000 | \$500,000 |
| Loss of Revenue | 15 Days, except 7 days for Equipment Breakdown | 15 Days, except 7 days for Equipment Breakdown | 15 Days, except 7 days for Equipment Breakdown |
| Extra Expense – Equipment Breakdown Coverage | \$1,000,000 | \$1,000,000 | \$1,000,000 |

Coverages

| Exclusions | 2022-2023 | 2023-2024 | 2024-2025 |
|---|-----------|-----------|-----------|
| All other Covered Losses | \$500,000 | \$500,000 | \$500,000 |
| Ordinance or Law | Excluded | Excluded | Excluded |
| Asbestos | Excluded | Excluded | Excluded |
| Rust, Mold, Mildew, Fungi, Spores, Bacteria, Wet or Dry Rot, Extremes of Temperature or Humidity | Excluded | Excluded | Excluded |
| Corrosion, Decay, Deterioration, Erosion, Evaporation, Inherent Vice, Latent Defect, Leakage, Loss of Weight, Marring or Scratching, Shrinkage, Wear & Tear | Excluded | Excluded | Excluded |
| Off Premises Power or Communication Failure | Excluded | Excluded | Excluded |
| Settling, Shrinking, Cracking, Expansion or Contraction in Foundations | Excluded | Excluded | Excluded |
| Errors, Omissions or Deficiency in design, plans, specifications, engineering or surveying | Excluded | Excluded | Excluded |
| Faulty or defective workmanship, material or supplies | Excluded | Excluded | Excluded |
| Nuclear, biological, chemical, radiological | Excluded | Excluded | Excluded |
| Pollution & Contamination | Excluded | Excluded | Excluded |
| Electronic Data/Cyber Risk | Excluded | Excluded | Excluded |

Premium

| Premium | 2022-2023 | 2023-2024 | 2024-2025 |
|---|---------------------|--|--|
| Annual Rate (per \$100) | \$0.198665 | \$0.218532 | \$0.232736 |
| Annual Premium | \$317,008 | \$376,803 | \$422,365 |
| Wet Marine & Transportation Tax (3/4 of 1% or \$0.0075) | \$2,377.56 | \$2,826.03 | \$3,167.74 |
| Wet Marine & Transportation Service Charge (flat charge) | \$100 | \$100 | \$100 |
| Total Premium | \$319,485.56 | \$379,729.03 | \$425,632.74 |
| Terrorism Premium (optional – in addition to annual premium/taxes above) | Declined | Declined | Declined |
| 25% Minimum Earned Premium (not including Terrorism) | \$79,252 | \$94,201 | \$105,592 |
| Option | | | |
| 24-month term (1/1/23-1/1/25) | | Subject to: Loss Ratio set at 40% for 1/1/23 to 1/1/24 \$25,000,000 Acquisition/Divestiture Clause 1% Margin Clause 6.5% rate increase for 1/1/24- 1/1/25 | 24-month term selected. Terms & Conditions per expiring |
| Subjectivities | | | |
| | | Bridge Inspection report completed within the last 36 months | Completed Policy Review Confirmation Form |



Proposal Acknowledgement

I accept the coverage, terms and conditions as outlined in the proposal presented by Durham and Bates Agency, Inc. I understand the abbreviated outlines of coverage used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. Additional coverage and higher limits may be available. They are only visuals to a basic understanding of coverage. Any change to this proposal as agreed upon by the insured, agent and company is outlined below.

This proposal is accepted as presented for Port of Hood River.

Signature Title Date

OR

This proposal with the following changes completed will be accepted for Port of Hood River.

Signature Title Date



Additional Optional Coverages

Although we are not attempting to name every possible coverage, we call your attention to the following coverages which may not be included in this Insurance Proposal. These coverages may be important to you and may be available upon request.

- Active Shooter Protection
- Aviation Coverage Owned or Non-Owned
- Business Travel Accident – both Domestic & International
- Cyber/Internet Liability
- Directors & Officers Liability
- Drone or Unmanned Aircraft – Liability and Physical Damage
- Earthquake/Earth Movement Coverage
- Employment Practices Liability
- Epidemic Risk Insurance (Does not cover current Covid-19)
- Fiduciary Liability
- Flood Coverage
- Group Employee Benefit Programs – Group Health, Life, Disability, etc.
- International Coverage Program – Liability, Travel Accident, Employer’s Liab/WC
- Mold & Fungus
- Personal Homeowners, Renters, Automobile, Umbrella, etc.
- Pollution Insurance (including Underground Storage Tank Insurance)
- Product Recall
- Regulatory Business Interruption (Swine Flu and Other Diseases)
- Full Terrorism Coverage which includes Active Shooter Protection
- Trade Credit Insurance/Accounts Receivable Insurance
- United States Longshore & Harbor Worker’s Act (USL&H)

*Additional applications and premiums may apply.



OUR WORK

IS ABOUT THE PEOPLE

We focus on the things people care about, the assets that matter, and the solutions that will impact you and them in a positive and constructive way.

Your Duties In The Event of a Loss

This is for informational purposes only and this overview provides typical claimant duties and expectations in the event of a loss, claim, lawsuit or any occurrence under the policy. Your policy is the sole determination of coverage and the mutual duties and obligations between you and the insurance company. Nothing on this page or in this document changes your policy in any manner. Please read your insurance policy carefully to understand what actions your insurance company expects you to follow.

- Notify Durham and Bates Agencies to expedite and assist in your claim process.
- Notify the insurance company as soon as possible. Note the time, place and description of the occurrence and the names with points of contact for any injured people and witnesses, including all passengers. Immediately forward copies of any demands, notices, summonses or legal papers received in conjunction with an occurrence.
- Notify the proper authorities. Contact the police in particular for theft or vandalism claims or if the law may have been broken.
- Do not make any statements (oral or written) without insurance company permission. You cannot hinder the insurance company's ability to seek reimbursement for damages from responsible parties, therefore, do not assume any obligation, liability, accept any offer or reward or make any payment, except for necessary first aid or to immediately protect property from further damage.
- Do not abandon your insured property; take all reasonable precautions to protect property immediately after the loss.
- Allow the insurance company to inspect the damaged property prior to repair or disposal.
- Cooperate with the insurance company and their representative(s). Such things as regular communication with the adjuster, answering questions about the occurrence under oath, helping obtain and give evidence, attending hearings and trials and getting witnesses to testify are all generally expected.
- File proof of loss within a set amount of time with the insurance company. This is usually a sworn statement setting forth the interest of the Named Insured and of all others in the property affected, any encumbrances, the value of the property at the time of the loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property.

A.M. BEST – Rating & Analysis

The objective of Best’s rating system is to provide an opinion as to an insurer’s financial strength and ability to meet ongoing obligations to policyholders. Their opinions are derived from evaluations of a company’s balance sheet strength, operating performance and business profile as compared with Best’s quantitative and qualitative standards. These rating classification as shown below:

| Rating Classification | Ability |
|-----------------------|-------------------|
| A++, A+ | Superior |
| A, A- | Excellent |
| B++, B+ | Very Good |
| B, B- | Adequate |
| C++, C+ | Fair |
| C, C- | Marginal |
| D | Very Vulnerable |
| E | State Supervision |

| “Not Assigned” Classification | Explanations |
|-------------------------------|-----------------------------------|
| NA – 1 | Special Data Filing |
| NA – 2 | Less than Minimum Size |
| NA – 3 | Insufficient Operating Experience |
| NA – 4 | Rating Procedure Inapplicable |
| NA – 5 | Significant Change |
| NA – 6 | Reinsurance by Unrated Reinsurer |
| NA – 8 | Incomplete Financial Information |
| NA – 9 | Company Request |

Financial Size Categories (FSC)

To enhance the usefulness of their ratings, A.M. Best assigns each company a Financial Size Category (FSC). The FSC is designed to provide the subscriber with a convenient indicator of the size of a company in terms of its statutory surplus and related accounts. Many insurance buyers only want to consider buying insurance coverage from companies that they believe have sufficient financial capacity to provide the necessary policy limits to insure their risks. Although companies utilize reinsurance to reduce their net retention on the policy limits they underwrite, many buyers still feel more comfortable buying from companies perceived to have greater financial capacity. These categories are as follows:

| Class | Range in 000’s |
|-------|--------------------|
| I | Up to 1,000 |
| II | 1,000 to 2,000 |
| III | 2,000 to 5,000 |
| IV | 5,000 to 10,000 |
| V | 10,000 to 25,000 |
| VI | 25,000 to 50,000 |
| VII | 50,000 to 100,000 |
| VIII | 100,000 to 250,000 |

| Class | Range in 000’S |
|-------|------------------------|
| IX | 250,000 to 500,000 |
| X | 500,000 to 750,000 |
| XI | 750,000 to 1,000,000 |
| XII | 1,000,000 to 1,250,000 |
| XIII | 1,250,000 to 1,500,000 |
| XIV | 1,500,000 to 2,000,000 |
| XV | 2,000,000+ |
| | |



Surplus Lines Waiver Agreement

The undersigned hereby acknowledges that **Durham and Bates Agency, Inc.** has fully explained the risks of placing coverage with a surplus lines company and understands that this coverage is not subject to the protection and benefits of the **Oregon Insurance Guarantee Association.**

The undersigned expressly waives any and all rights against the agency or its personnel if the surplus lines carrier fails to honor any claims or return of premiums. In consideration for the agency's assistance in placing such coverage, the undersigned agrees to hold the agency, its owners, agents, employees, etc. harmless for any direct or indirect damages arising out of the failure of the surplus lines company to fulfill any of its obligations at any time and in any manner.

Company Name:

Name of Authorized Person:

Signature:

Date:

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Commission Memo



Prepared by: Debbie Smith-Wagar
Date: January 23, 2024
Re: Accounts Payable Requiring Commission Approval

| | |
|--------------------------|-------------------|
| Campbell Phillips | \$1,912.50 |
|--------------------------|-------------------|

Attorney services per attached summary

| | |
|--|-------------------|
| TOTAL ACCOUNTS PAYABLE TO APPROVE | \$1,912.50 |
|--|-------------------|

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Tabs3 Summary Accounts Receivable Report
Campbell Phillips PC

Primary Timekeeper: 2 Kristen A. Campbell

| | 0-30 | 31-60 | 61-90 | 91-120 | 121-180 | 181+ | Bal Du |
|--|-------------|--------------|--------------|---------------|----------------|-------------|---------------|
| 2000.001 M Port of Hood River - Admin | 1,912.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,912.5 |
| RE: Admin - General | | | | | | | |
| Totals | 1,912.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1,912.5 |

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HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT

Project Director Report
January 22, 2024

The following summarizes Replacement Bridge project activities from January 8, 2024 to January 22, 2024:

HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY (HRWSBA)

COMMUNICATIONS

- *Recently completed*
 - *Aesthetics Committee*
 - *Identified 6 community members to fill public seats*
 - *Sent rejection/acceptance letters to all applicants for public seats*
 - *Formalized agreement with The Next Door to provide Spanish-language facilitation and outreach support*
 - *Media outreach*
 - *Drafted two versions of a press release in anticipation of federal grant announcement*
 - *Social media*
 - *Jan. 25 Facebook Live event*
 - *Promoted Facebook Live Event via an email to our mailing list, social media posts, media advisory, post on website*
 - *Answered questions from commenters on our posts*
 - *Websites*
 - *Continued to update websites for Bridge Authority and project*
- *Upcoming work*
 - *Communications & Government Relations Subcommittee*
 - *Next meeting Feb. 14*
 - *Aesthetics Committee*
 - *Identify first meeting time and date*
 - *Media outreach*
 - *Send grant announcement reaction quotes to congressional partners*
 - *Send grant announcement reaction press releases to local/regional reporters*
 - *Video*
 - *StoryGorge arranging interviews for next video*
 - *Social media*
 - *Jan. 25 Facebook Live event (83 people have expressed interest)*
 - *Promote Bridge Authority meetings to encourage public participation*
 - *Share Bridge Authority website*
 - *Branding*
 - *Signage for new office*

- Reports
 - *EOY report on communications activities and results*

GOVERNMENT AFFAIRS UPDATE

- *State Legislative Activities*
 - *Oregon*
 - *2024 Session: Start Date 2/5/24, Adjournment 3/10/24*
 - *Washington*
 - *2024 Session: Start Date 1/8/24, Adjournment 3/7/24*
- *Federal Legislative Activities*
 - *CDS Appropriations requests have been sent to both Washington and Oregon for a total funding request of \$8M.*
 - *Rep. Blumenauer, Rep. Newhouse, Sen. Wyden, Sen. Merkley and Sen. Cantwell submitted requests in support of the project. We are not expecting this to be finalized until the end of this year.*
 - *House THUD earmark list was released, and they included \$4M from Rep. Newhouse for the project and \$1M from Rep Blumenauer for Right of Way/Mitigation.*
 - *We received an email from Sen. Wyden and Sen. Merkley are starting the 2024/2025 Community Initiated Projects (CIP) funding requests. The project team will be working with Summit to develop those requests.*
 - *Summit Strategies received Letter of Support from the Oregon congressional members for Bridge Investment Program.*
 - *Summit Strategies received Letter of Support from the Washington congressional members for the Bridge Investment Program.*
- *Local Activities*
 - *HRWSBA legal team is drafting the IGA with the POHR, a draft is scheduled to be sent to POHR prior to 1/19/24.*

FUNDING FINANCE & TOLLING (FFT)

- *Upcoming Work:*
 - *Bridge Investment Program (BIP) grant applications – NOFO was released Sept 27th with a due date of 12/02/23. The application was submitted on 12/02/2023.*
 - *WSDOT Funding*
 - *Project team is working with the WSDOT SW Region to finalize the funding agreement for the state funds that will be coming to the Authority as part of the \$15M in funding committed as part of the 23-25 biennium. The draft agreement has been received by WSDOT and is final review by legal and the Funding and Governance Committees. Once reviewed it will go to WSDOT AG for finalization. This will provide the Bridge Authority with \$5M in funding in the Authorities name.*
 - *Oregon Funding*
 - *Project team is working with Thornrun and ODOT on agreement for a potential loan from the Oregon Infrastructure Bank for 2024.*

- *The \$20M in Oregon funding that has been committed to the project will be available after a 2025 Lottery Bond sale.*
- *Thornrun is working with the project team to change the receiving agency from POHR to the Bridge Authority on the Oregon funding. This will be done during the short session in 2024.*

PENDING GRANT FUNDING UPDATES

- *Multimodal Project Discretionary Grant (MPDG)*
 - *NOFO Released on: 6/27/2023*
 - *Deadline: 8/21/2023*
 - *INFRA (\$3-3.1 B available from the FY23 an FY24 Funding)*
 - *Pending notification is anticipated in January, 2024.*
 - *MEGA (\$1.8 B available from the FY23 an FY24 Funding)*
 - *The project was not part of the project list that was submitted for congressional approval in Mid December. It is not anticipated that the project will receive funding from this grant. However final notification has not been received.*
 - *Rural (\$650-\$675M available from the FY23 an FY24 Funding)*
 - *The project team was notified by email on 12/13/2023 that they were not selected as a recipient for grant funding.*
- *Bridge Investment Program (BIP)*
 - *NOFO released on 09/27/23*
 - *Deadline for FY 23/FY24: 12/04/23*
 - *Deadline for FY 25: 08/01/24*
 - *Deadline for FY 26: 08/01/25*
 - *Total Funding Available \$9.620B*
 - *Award Max: \$3B*
 - *Award Min: \$50M*
 - *Application was submitted on 12/02/2023.*
 - *Pending notification on this grant, anticipated notification Feb/March 2024.*

TREATY TRIBE MOA'S

- *A Semi-weekly meeting has been set up with ODOT and FHWA specific to advancing the Treaty Tribe MOA's. A collaboration space has been created on the Project Portal site.*
 - ***Yakama Nation (YN).***
 - *ODOT/ FHWA emailed YN on 9/18 to set up a follow up meeting on the Section 106 MOA.*
 - *Mike Shannon spoke with Riley Neff Warner on 11/21/2023. YN is working on getting approval of the Section 106 MOA. They are also working on the Fishing Treaty MOA.*
 - *The meeting on 1/17 was cancelled. FHWA will be sending an email to YN on the finalization of the Section 106 MOA.*

- **Nez Perce**
 - *Amanda Rogerson legal counsel for Nez Perce, has been actively working on the Treaty MOA. She has presented the MOA to the Nez Perce Tribal Executive Committee (NPTEC) on 8/22. She received approval to move forward with sending the MOA to the Bridge Authority. She will also be revising the MOA to reference the Hood River White Salmon Bridge Authority instead of the POHR. She will be providing the MOA to legal staff with the Bridge Authority and FHWA. A meeting will be set up after receipt of the updated version of the MOA and legal review. FHWA and Bridge Authority Legal received comments on the MOA documents from Nez Perce, on 10/15.*
 - *Legal counsel is working with Nez Perce and FHWA to set up the next meeting.*

- **Umatilla (CTUIR).**
 - *The project team met with CTUIR on 12/5 to discuss updates to the MOA, comments will be provided by CTUIR and an updated MOA was submitted for legal review on 12/19/23. FHWA legal provided comments on 1/16/2024.*
 - *Next meeting is schedule for in person on Feb 06th.*

- **Warm Springs.**
 - *We received the letter of support for our Grant applications and the use of their logo from Warm Springs tribe.*
 - *The project team is coordinating our next meeting with Warm Springs on the Fishing Treaty MOA.*

RBMC

PROGRESSIVE DESIGN BUILD RFQ/RFP

- *RFP was posted to the project website [Progressive Design Build RFP - Industry Review - Google Drive](#) for review. Confidential one on one meetings will be held by request with the industry and agencies to listen to comments and input.*
- *Proposals are due on January 22nd.*

GEOTECHNICAL

- *The Draft Geotechnical Data Report was included as part of the RFP package posted for the procurement of the Progressive Design Build (PDB) contractor.*
- *A Geotechnical profile was also provided showing the Geotech layers in relation to the existing bridge foundations.*

SURVEY

- *Upcoming Work:*
 - *Review abutting property vesting deeds in Washington*

- Complete right of way calculations in WA
- Development of Right of Way Maps
- Further dissection of Port of Hood River bridge deed from 1950.
- Accomplishments:
 - Completed right of way and property line calculations in OR
 - Integration of prior/current topographic data

RIGHT OF WAY

- ROW has met with Chris Woods, FHWA ROW and Real Estate Services Program Manager for Oregon and is coordinating the following tasks and priority benchmarks
 - 1. Draft a ROW policy with FHWA assistance for Bridge Authority to adopt**
 - a. Chris will provide list of FHWA standard requirements
 - b. Based on URA & WSDOT/ODOT standard process
 - c. Incorporate EIS Commitments related to ROW acquisition and relocation
 - i. There are detailed commitments in the EIS specific to the Port's relocation that should be reviewed for action
 - d. **Once the ROW policy is approved by FHWA, it should allow acquisition process to begin immediately on a parcel by parcel basis with FHWA approval**
 - 2. ROW progress and upcoming efforts on Port of Hood River Relocation plan**
 - a. Determine "functional replacement" options for Port offices
 - i. This could sidestep URA requirements
 - ii. This will also help determine whether Port could prepay their relocation costs and be reimbursed
 1. Add language to the IGA re: Authority's commitment to reimburse for relocation costs when HRWSBA receives authorization
*FHWA will need to approve all acquisition/relocation plans and ROW policy prior to beginning the acquisition process (as a condition of funding and/or cost reimbursement.)
 - 3. General items per FHWA recommendations:**
 - a. Prioritize (in addition to the Gas utility and BNSF RR) BIA, USACE meetings to initiate discussion, coordinate to include FHWA/Chris Woods in any meetings with agency, especially Feds
 - i. Per Chris Woods suggestion – Separate tribal access rights mitigation from the property rights acquisition.
 1. (Only the property rights acquisition would include BIA oversight.)
 - b. Determine possibility of functional replacement and conversion of the Port's 6f (Park/Scenic Area) property

- ROW has established Point of Contact with Alex Funderburg, Jr. - Manager of Public Projects for BNSF Railroad and Project Team is making some headway finding a POC for NW Natural / Williams Pipeline
- 1. BNSF Coordination**
 - a. ROW will be meeting with Mr. Funderburg late January or early February 2024
 - b. BNSF Coordination Folder established in New SharePoint: [BNSF Coordination](#)
 - i. BNSF Public Projects Manual
 - ii. BNSF Guidelines for RR Grade Separation Projects (2016)
 - iii. Additional sample forms and instructions
 - iv. BNSF Website links
 - v. Communications history
- ROW has continued to develop the Parcel Prioritization and overall Acquisition Progress tracking spreadsheet, filling in missing information and adding additional columns for upcoming benchmarks
 - [EC2 Priority Parcels & Progress Tracker R.O.O.xlsx](#)

PERMITTING

- Environmental staff have supported coordination and planning efforts associated with outstanding NEPA, NMFS BO, Section 106 MOA, and tribal MOA issues.
- Environmental staff have supported the development of the Aesthetics Committee's goals, member recruiting, and schedule.
- Environmental staff have supported the development of regulatory compliance workflow planning for Phase 1 A/B of the PDB contract.
- Environmental staff have initiated work on a project delivery environmental/regulatory compliance risk assessment.

FINAL EIS/RECORD OF DECISION

- Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eisd=314171>
- Update email from ODOT on 8/31/23 that the Full Biological Opinion (BO) has been submitted to NMFS for their review and comment. FHWA and ODOT will now coordinate responses to any comments provided by NMFS on the BO.
- ODOT/FHWA have provided emails that NOAA has committed to completing the Biological Opinion by the end of 2023.
- FHWA had a meeting with NMFS, NMFS has brought in additional reviewers to work on the BO. FHWA and the project team have been coordinating on responses to questions by NMFS reviewers. It is anticipated to go to NMFS legal review by Jan, 2024. FHWA has a meeting on Jan 19th with NMFS.

OTHER ITEMS- N/A

KEY MEETINGS 01/08/2024 – 01/22/2024

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Commission Memo



Prepared by: Kevin Greenwood, Executive Director
Date: January 23, 2024
Re: KPFF Presentation on Lot 1 Changes

The Port Commission approved a contract with KPFF July 11, 2023 for the design of E. Anchor Way and No. First St. As part of the contract, KPFF was asked to proof test the origins of E. Anchor Way. After a report was presented in late fall, the Commission preferred the idea of installing a roundabout at No. Second Way and Riverside Way instead of the E. Anchor Way extension. KPFF was asked to prepare a change order (Additional Service Request) providing a credit on E. Anchor Way and adding the new work for the roundabout.

The original contract was for approximately \$500,000 and to be paid for from a \$500,000 COVID funding grant. The new work for the roundabout resulted in a net cost increase of \$250,000 bringing the contract to \$750,000. Since the Port did not have funding for the additional work, staff asked KPFF to pull back the scope to stay within the \$500,000 budget. They reduced the scope to 90% construction drawings and eliminated permitting and construction management services which will allow KPFF to begin work while staff applies for additional grant funding.

Curt Vanderzanden and Paul Schmidtke from KPFF will be attending via Zoom to present the changes to the Commission and communicate the strategy. The presentation is not included in the packet at this time, though the actual Additional Service Request No. 1 can be found in tonight's packet under Action Items.

RECOMMENDATION: Information only

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Commission Memo



Prepared by: Debbie Smith-Wagar, Finance Director
Date: January 23, 2024
Re: Budget Committee Members

Oregon Budget Law requires local governments to have a Budget Committee in order to approve an annual budget and recommend it to the governing body. The Budget Committee consists of the elected officials and an equal number of citizen members. Citizen members serve staggered terms of three years.

As of June 30, 2023, the term for the positions currently filled by Larry Brown and John Benton expired. In the past, the Port has asked committee members if they were interested in continuing to serve, and if they were then those existing members were reappointed to their positions. If they were not, then the Port would advertise for replacements.

There has been some interest in advertising the positions and asking the people whose terms have expired to reapply if they are interested in continuing to serve. This would be a little different from current Port practices.

RECOMMENDATION: Consensus on how to move forward recruiting Budget Committee members.

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Commission Memo

Prepared by: Kevin Greenwood, Executive Director
Date: January 23, 2024
Re: HRWSBA IGA Update and Invoice Processing



The Port has been a leading partner in the bridge replacement project including the creation and establishment of the Hood River White Salmon Bridge Authority (HRWSBA). The multi-party Commission Formation Agreement (CFA) was signed early in 2023 and the Port has provided support to the effort including the Port's Executive Director and Finance Director serving as interim equivalents to the HRWSBA.

Since most of the project grants are in the Port's name and contracts procured following Port public contracting rules, it has not been a problem to facilitate the payment and reimbursement of project expenses from the Port-approved grants. Port staff time is also being submitted for reimbursement.

In the last two months, however, the HRWSBA is rightfully procuring their own contracts including lease for office space in White Salmon, utilities, and legal services. The Progressive Design Build contractor could be submitting their first invoice as soon as April. These are all eligible expenses moving the bridge project forward. The problem occurs when these invoices are submitted to the Port for payment, but they are not in the Port's name nor were they procured following the Port's contracting rules. With the absence of an Intergovernmental Agreement (IGA) in place, paying these invoices are likely to not pass auditing standards that could jeopardize the Port's existing grants and ability to apply for future grants.

Included in your packet is an invoice from the HRWSBA legal counsel, Foster Garvey. Though hiring legal services are exempt from most public contracting rules, the dollar amount is above the Executive Director's purchase authority. These expenses would normally be eligible for reimbursement through grants.

Bill Ohle, Schwabe Williamson, has been assisting the Port over the last year in the development of the CFAs and the IGA. He is well-suited to assist the Port in a solution to keep the project moving forward through these unique circumstances. Staff and counsel also understand that there are many sections in the IGA some of which are more timely than others. Ohle will be in attendance via Zoom this evening to discuss progress on the IGA and discuss legal options with the Commission on how process project invoices and other elements of the IGA.

RECOMMENDATION: Information only

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Foster Garvey

1111 Third Avenue, Suite 3000
Seattle, WA 98101

Hood River White Salmon Bridge Authority

1000 E. Jewett Blvd. Ste 204
White Salmon, WA 98672
USA

Pay online at
www.foster.com/billpay

Outstanding invoices as of January 1, 2024

| Date | Invoice | Original Balance | Credits | Last Payment Date | Current Balance |
|------|---------|------------------|---------|-------------------|-----------------|
|------|---------|------------------|---------|-------------------|-----------------|

| | | | | | |
|---|---|--------------------|---------------|--|--------------------|
| Client ID: | 522391 | | | | |
| Hood River White Salmon Bridge Authority | Entity Organization and Governance | | | | |
| 100 | 2871398 | \$32,708.00 | \$0.00 | | \$32,708.00 |
| 11/30/2023 | | | | | |
| | Matter Total | | | | \$32,708.00 |

\$32,708.00

3-5500-156



Thank you for choosing Foster Garvey PC. Should you have any questions, please reach out to our Accounts Receivable Department (accountsreceivable@foster.com or 206.816.1373).

Terms are Due Upon Receipt. To ensure proper credit to your account, please provide remittance details on payments issued. Allocation of payments receipt without detail will begin with the oldest outstanding invoice forward.

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Executive Director’s Report
January 23, 2024

EXECUTIVE DIRECTOR – KEVIN GREENWOOD

- *Shout out to Ryan Klapprich, the Facilities Crew for keeping an eye on the Port during seven days of sub-freezing temperatures. Along with Security Officer, John Enos, staff have been keeping an eye on the bridge.*
- *Staff determined that e-tolling was a more cost effective and safer way to run bridge operations during last week’s weather event. With Patty Rosas posting updates on social media, the Port did a good job of keeping the public posted on closures. Management team had been meeting daily to coordinate closure information to the public.*
- *The Architectural Master Services Agreement (MSA) procurement is underway. The Port received ten submissions, most of whom have experience working on projects in Hood River and the mid-Columbia. Staff is currently scoring the proposals and will be inviting the final three for tours of the Port office and the Marina East building. Staff may request a Special Meeting in February to review the scores and begin the contract negotiations.*
- *ConnectOregon9 has hit the street and the Port has contracted with WSP to begin preparing a draft of the \$1M grant application to finish engineering and construct a roundabout at the intersection of Second St. and Riverside Dr. The deadline for applications is February 29. In addition, Sen. Merkley’s office has released guidance for requesting community-initiated projects (CIPs). The applications for the CIP program are due February 25.*
- *The White House has delayed the INFRA grant awardees until later this week. Things sound promising that the bridge replacement may be an awardee.*
- *ODELL RV PARK FEASIBILITY: while Greg has been working with Seder Architect on a conceptual budget for construction of the park, I have been working with Ty Wyman at Dunn Carney on developing a cost estimate for the land use process. We should have cost estimates for the Commission before the February Commission Meeting.*
- *LIFT MALFUNCTION INVESTIGATION SCHEDULE: Yang Zheng, Wiss Janey Elstner, has been working on a schedule and process for investigating the malfunction last month. It appears that a damaged communications wire caused the main malfunction. Until the assessment is complete, the Port will postpone any further bridge lifts as part of the wire rope tensioning. The Internal Bridge Committee has reviewed the proposed schedule.*
- *URBAN RENEWAL UPDATE: The city is looking to extend the term of the Waterfront URA and increase its maximum indebtedness due to increasing costs related to the waterfront stormwater line project. For FY22-23, the Port contributed approximately \$3,500 to the URD.*

ARCHITECT PROCUREMENT

| Task | Due Date |
|---|------------|
| Date Advertised | 12/22/2023 |
| RFQ Posted on Sites | 12/22/2023 |
| Pre-Bid Meeting | 1/8/2024 |
| Final Addendum/Protest of Documents ends | 1/9/2024 |
| Submissions Due | 1/17/2024 |
| Narrow to Final 3 | 1/22/2024 |
| Team Tours of Site | 1/24/2024 |
| Proposals/Rates Submitted | 1/25/2024 |
| Notice of Selection/ Commission Meeting | 1/30/2024 |
| Protest of Selection ends | 2/6/2024 |
| Award of Contract/NTP/ Commission Meeting | 2/13/2024 |

- *LOT 1 OWNERS REPRESENTATION: The Port received three submissions to serve as the Port's owners rep on progress of the transportation improvements surrounding Lot 1. This contract will be responsible for managing the engineering contract, writing grant applications to fund the project, and be available to prepare materials as needed for public presentations/information.*
- *BUILD2020 GRANT UPDATE: Michael Shannon and I will be meeting with Federal Highways about amending the grant agreement to allow the funds to be placed in the Bridge Authority's name and to formalize the use of Washington state funding as the non-federal match to the \$5M award.*
- *SDAO ANNUAL CONFERENCE: Included in the packet is the conference brochure for this year's conference in Seaside, Ore. from Feb. 9-11. Commissioner Fox will be named the 2024 SDAO Board Member of the Year for the state of Oregon for his work on the bridge replacement effort. There will be a nice presentation at the Saturday night banquet. Please let Patty or myself know if you will be attending and we'll try and find a room for you.*
- *LOAD DE-RATING: Staff has all signs in place for the March 1 load de-rating. A press release will be going out this week to approximately 300 trucking interests in the BreezeBy data base. Signs will be installed following the February 20th Commission meeting.*
- *LEGAL SERVICES: Compiling resumes and looking for interview to occur before first week of February. Kristen Campbell's last day as General Counsel is mid-February.*
- *POPULATION COUNT FOR PORT DISTRICT: Portland State University conducted a free population assessment for the Port of Hood River. The report is attached and estimates that the population as of July 1, 2023 was 22,955. This information is helpful in applying for grant applications and answering demographic surveys.*
- *SCHEDULE FOR NEXT MONTH:*
 - *Mid Columbia Housing Authority, Jan. 22*
 - *HRWSBA, Jan. 22*
 - *Port Commission, Jan. 23*
 - *FISH Food Bank, Jan. 24*
 - *HNTB/WSP Check In, Jan. 24*
 - *Waterfront Committee, Jan. 25*
 - *EDA Funding Update, Jan. 25*
 - *County Economic Development Group, Jan. 25*
 - *OPPA/SDAO Check In, Salem, Jan. 26*
 - *ODOT Exit 63 Presentation, Feb. 1*
 - *HRWSBA IGA Update, Feb. 2*
 - *Klickitat County Transportation Committee, Feb. 7*
 - *SDAO Conference, Seaside, Feb. 8-11*
 - *HRWSBA Meeting, Feb. 12*
 - *Rotary Fellowship, Feb. 14*
 - *HRWSBA Admin Meeting, Feb. 16*
 - *KIHR Radio Show, Feb. 19*

FINANCING/ACCOUNTING – DEBBIE SMITH-WAGAR

- *Debbie is out this week on vacation, but will be calling in for tonight’s meeting.*

AIRPORT ACTIVITIES – GREG HAGBERY

- *The Port has declared the old fuel tank as surplus equipment in order to sell it. Staff is working to acquire multiple valuations of the tank to establish a sales price.*
- *Hood Aero has provided repair services for the Hobby Hangar door which included, removal of the worn pulleys and re-fabricated. Re-supported the new cable pulleys for the 2 door posts. Replacement of the two cables for the door posts. Lubrication of the chain drive on the track posts, and lubrication of the chain and cleaned electrical contacts on all 7 drive units.*
- *Staff has submitted the final Request For Reimbursement (RFR) to ODAV for the \$150,000 COAR-2021-4S2-00028 grant for the new Fuel Tank. The Port received notice that the RFR is being processed for release.*
- *Staff received a request to install pavement from one of the private residences operating under a Through-the-Fence Agreement to pave from their hangar to the runway. This request was shared with the FAA to ensure continuing compliance with all FAA assurances. A meeting is scheduled with the FAA and our contracted engineering team PAE, for Monday, January 22, 2024. More details from that meeting will be shared with the Commission once conducted.*
- *The FAA recently imposed new environmental oversight requirements on all AIP grant funded projects. This new requirement moves environmental review from the local level to the Federal level, which poses a threat to scheduling for the South Apron Hangar project. Staff is working with PAE to determine the best path forward to ensure that the project remains in the current grant budget cycle. More details will be provided once received.*
- *Airport Manager, the Facilities Manager and the FBO have coordinated to address concerns about the ability to plow the runway post ice storm. The Port has directed the FBO to issue a NOTAM declaring the runway closed should ice make the ability to plow the runway impossible.*

DEVELOPMENT AND PROPERTY MANAGEMENT – GREG HAGBERY

- *Services Request to facilitate a change of focus from an Anchor Way extension to a roundabout at the 2nd Street and Riverside Drive intersection. KPFF will attend the January 23rd meeting to discuss the revisions of scope and price.*
- *Beam Excavation is contracted by the City of Hood River to install the new stormwater outfall at the East Maritime Building as well as associated manholes and pipework. Due to the inclement weather a request was made, and permission was granted to temporarily store fill material on Lot 900. The concern is that if dump trucks are unable to travel from the quarry to the project site due to snow and icy roads, the work may not be able to be completed within the “water window”. By allowing Beam Excavation to temporarily store engineered fill on the waterfront, the excavation contractor can continue to work safely and ensure completion of the Stormwater outfall project.*

- *The Western Federal Lands – Federal Highway Administration Washington has been occupying the second story of the East wing of the Marina East Building under a contract with Crestline. The Crestline lease expires in February. They have requested any opportunity for an extension of the existing lease or a new lease that would allow them to remain in the building until January 2025. Given the likelihood of the Port offices needing to occupy that building a new lease will not be offered. Staff is working with Crestline to remain in the space on a month-to-month basis until further clarification of schedule for new bridge construction.*
- *Staff and the Port ED has worked with Architect Mark Seder to provide preliminary site plans and ROM costs for a proposed mobile home park on Port owned Lower Mill parcels. This “proof of concept” will provide the necessary data for staff to run financial models to assess if the proposed project makes monetary sense.*
- *Contracted a locksmith to assess and estimate costs for replacement of the locks for the 1st, 2nd, 3rd, and part of the 4th floor of the Big 7 Building after tenants have vacated the spaces. The existing tenant’s locks will not be replaced with this project.*
- *The Facilities staff has done an excellent job responding to multiple requests from Port tenants due to frozen pipes and various HVAC issues. Multiple tenants also shared their appreciation for the plowing that Port staff has accomplished prior to regular business hours.*
- *The Port received 11 proposals for the Facility Inspection solicitation. Port staff has reviewed all proposals and a recommendation to proceed with a contract is included in the packet for Commission review and approval.*
- *Blue Mountain Network has approached the Port to inquire about leasing the Big 7 Roof and various other Port property roofs for installation of telecommunication equipment. Staff is working with Blue Mountain to establish a scope and price.*

WATERFRONT/RECREATION ACTIVITIES – DARYL STAFFORD

- *Not everyone dislikes the freezing conditions we have recently been experiencing. A group of locals take advantage of The Hook for ice hockey when we get a solid layer of ice.*
- *Oregon Kiteboarding, one of the Port’s Event Site concessions, gave notice that they plan to close their business. There are several people that are interested in purchasing the business and have contacted the Port regarding lease opportunities.*
- *The Port’s Waterfront Committee will convene on Thursday, January 25th at 9:am in the boardroom. The meeting is open to the public and will be hybrid in person/zoom to accommodate those who are out of town.*
- *Kevin, Daryl & Greg had a Zoom meeting with Kristen Meira from ACL to talk about future opportunities for a Cruise Ship terminal on the Marina north jetty. The sentiment of the owner conveyed to staff from Ms. Meira is that they are concerned about the moving sandbar and better locations for their operation would be in front of the Jensen or Maritime buildings.*



- Dale Orgain has been in communication with Port staff expressing his desires to move forward with opening a commercial jet boat tour operation from the cruise ship dock starting this summer. Mr. Orgain plans to make a presentation to the Commission at the February meeting.
- The 2024 Event Calendar & Cruise Ship docking schedules (see attached) are posted on the Port's website. Many of the small events have yet to apply as they are still firming up plans.
- Port facility crew has been doing a great job keeping the docks clear for access and checking the Marina for any boats they may have issues due to freezing and snow loads. The cold temperatures and ice that can cause power outages are problematic to the larger vessels that rely on heat to keep pipes/tanks from freezing.



FACILITIES – RYAN KLAPPRICH

- Scheduling electrician for bridge repair before WJE visit on 2/5.
- Coordination for removal of metal piece at lower mill property (gone).
- Airport plowing.
- Building entryway and walkway shoveling/ driveway plowing.
- Investigate HVAC issues.
- Investigate frozen pipe issues.
- Snowplow repair.
- Snow removal training.
- New reader board set up (remote log in).
- RFP review for facility assessment.
- Toll house camera re-alignment.
- Big 7 re-key walkthrough with contractor (one master for all buildings).
- ODOT coordination for storm parking and closures.
- Resecured loose boat in moorage
- WA side pot hole repair.

-###-

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2024 SDAO ANNUAL CONFERENCE

FEBRUARY 9-11 | SEASIDE, OREGON

PRE-CONFERENCE: FEBRUARY 8



REGISTER NOW!
<https://cvent.me/XRYXZr>

YOUR OFFICIAL INVITATION TO JOIN US

It's time to register for the **2024 SDAO Annual Conference** at the beautiful Seaside Civic and Convention Center in Seaside, Oregon!

Our annual conference is the can't-miss event of the year for special district representatives. Whether you are a board member, manager, staff person, volunteer – or someone who works with special districts, we have something for you. From 20 educational sessions and multiple opportunities for interacting with colleagues through business meetings, caucus meetings, networking receptions and more, you will want to be sure to join us from February 9th - February 11th.

REGISTRATION RATES

Thank you to our sponsors who continue to help us keep the conference affordable for members! We have been able to keep the same rates for over ten years with your generosity.

- **Pre-Conference:** \$85 Full Day, \$50 Half-Day
- **One Day Only (Friday or Saturday):** \$140
- **Full Conference (Thursday Evening-Sunday Morning):** \$230

HOW TO REGISTER

Registration is now open and available online through our conference registration website.

Please visit <https://cvent.me/XRYXZr> to register and for more information including session descriptions, speaker information, and more. Limited onsite spots are available so we encourage you to register soon.

Please contact **SDAO Member Services at 800-285-5461** or memberservices@sdao.com with any questions or concerns.

GUEST MEAL RATES

If you would like to bring a guest to conference meals only (guests that would like to attend sessions will need to register for the conference as an attendee), please see below for meal prices:

- Friday Breakfast: \$23.50
- Friday Lunch: \$29.50
- Saturday Breakfast: \$23.50
- Saturday Lunch: \$29.50
- Saturday Awards Banquet and Entertainment: \$50 (includes entertainment and two drink tickets)
- Sunday Breakfast: \$23.50



SCOTT ANDERSON: ILLUSIONIST

Filled with extraordinary magic, hilarious comedy, tons of audience participation, and impossible illusions, your amazement is guaranteed! The performances you will see are one of a kind as they are all based upon his own life. Best of all, this is for all ages. The illusion show is a combination of classic and modern illusion. You will see some of the latest mind-boggling effects as well as illusions inspired by the likes of Harry Houdini.

HOTEL INFORMATION

Best Western Plus Ocean View Resort | 414 N Prom

Rates range from \$110-270/night + tax

Book by Phone: 800-234-8439 and press "0".

Book Online: <https://tinyurl.com/4j2rxjpy>.

Rivertide Suites | 102 N Holladay

Rates range from \$139-229/night + tax

Book by Phone: 877-871-8433

Inn at Seaside | 441 2nd Ave

WED - THURS rates range: \$84-118/night + tax

FRI - SAT rates range: \$140-180/night + tax

Book by Phone: 503-738-9581

Holiday Inn Express & Suites | 34 N Holladay Dr

WED - THURS rate: \$140/night + tax

FRI - SAT rates: \$170/night + tax

Book by Phone: 503-717-8000



BOARD MEMBER ELECTIONS

FIRE

Ben Stange, Polk County Fire District #1

IRRIGATION

Brent Stevenson, Santiam Water Control District

SANITARY

Nick Bakke, Rogue Valley Sewer Services

AT-LARGE (TRUE)

Meg Spencer, Siuslaw Public Library District

AT-LARGE (BIG SIX DISTRICTS)*

Scott Stanton, Umatilla County Fire District #1

AT-LARGE (BIG SIX DISTRICTS)*

Adam Denlinger, Seal Rock Water District

Board members are elected for two-year terms extending from July 1, 2024 through June 30, 2026.

**Big six districts are fire, irrigation, park and recreation, port, sanitary and water*



REGISTER NOW!
<https://cvent.me/XRYXZr>

Keynote Speaker: Betsy Allen-Manning

PEOPLE SAVVY - IMPROVE COMMUNICATION, BUILD BETTER RELATIONSHIPS & DEAL WITH DIFFICULT PEOPLE

Studies show that 85% of your success in life is due to your people skills, yet it's one of the most difficult skills to develop. In this highly interactive & hilarious presentation, Betsy takes you through an engaging experience of how different personalities prefer to communicate, connect, be influenced, make decisions & resolve conflict. As a human behavior expert, Betsy breaks down personality styles in a humorous and easy way to understand so you can work better with others and get the results you want.

ACTIONABLE TAKEAWAYS:

- Get strategies for increasing your emotional intelligence & dealing with difficult people.
- Quickly identify someone's personality, preferences, and peeves, and leverage that knowledge to build stronger relationships, enhance service & reduce conflict with others.
- Discover strategies for common communication issues so you can adapt to get better results with people.
- Learn how each personality style is specifically motivated, and how they prefer to be influenced and make decisions.

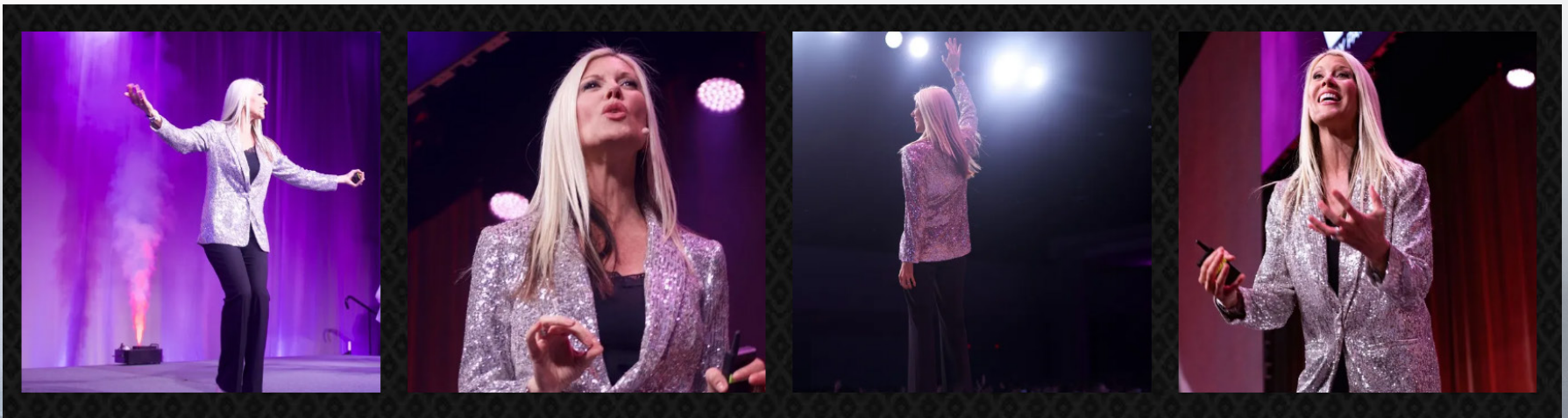
Featured on FOX, CBS, ABC, NBC & TEDx, Betsy Allen-Manning is a renowned leadership speaker & corporate culture expert for fast growing companies. As founder of Corporate Culture Training Solutions, known as one of the top leadership training companies in Dallas, Texas, her specialty is improving workplace culture, creating better employee experiences, & developing



'ready-now leaders' who are equipped to attract, engage, motivate & retain talent in a hyper-competitive marketplace. She's the author of 3 published books and is one of the top leadership motivational speakers in Dallas. Through her dedicated research, expertise in human behavior, experience working as a manager for 5-star hotels, and her involvement with the John Maxwell Team, she is honored to have trained over 15,000 leaders & teams for small businesses, franchises & associations, to multi-billion dollar corporations, such as Toshiba, Aflac, Fidelity & the US Department of Defense.

Betsy has worked quite a bit with government agencies and associations, including the following...

- The US Department of Defense & DAU
- NAVWAR & The Navy
- State Conference for Washington County Officials & Texas County Officials
- WINGA (Wisconsin National Guard Association)
- And many more!



REGISTER NOW!
<https://cvent.me/XRYXZr>

PRE-CONFERENCE - THURSDAY, FEBRUARY 8, 2024

| TIME | SESSION TITLE | SPEAKER(S) |
|----------|---|----------------------------|
| 9a-3:30p | Board Duties, Responsibilities, and Liabilities | Eileen Eakins |
| 930a-3p | Board Relations, Conflict Resolution and Acceptable Conduct | George Dunkel, SDAO |
| 1p-4p | Filing Audit and Budget Reports | Matt Apken, Merina+Co |
| 9a-12p | Grants - How to Find Them, How to Apply, Best Practices | Bob Irvine, PARC Resources |
| 5p-6:30p | Welcoming Reception | |

FRIDAY, FEBRUARY 9, 2024

| TIME | SESSION TITLE | SPEAKER(S) |
|------------|--|--|
| 7a | 5k Fun Run/Walk | |
| 7:30a-830a | BREAKFAST | |
| 8:30a-10a | Opening Session and Keynote Speaker | Betsy Allen-Manning |
| 10:30a-12p | District Elections: The Basics and How to Be Successful | Lydia Plukchi, Oregon Elections Division |
| | Cybersecurity: How to Take Basic Steps and Use Resources | Cinnamon Albin, State of Oregon + Panel |
| | Succession Planning for Your Board and Staff | Bob Keefer, SDAO |
| | Communication - Telling Your District's Story | Mac Clemmens, Streamline |
| 12p-1:30p | LUNCH | |
| 1:30p-3p | Special District Restructuring and Consolidation | Jake Weigler, Praxis |
| | Fraud Prevention | Rob Moody |
| | Paid Leave Oregon | Laurie Grenya, HR Answers |
| | AI Trends and Special Districts | Mac Clemmens, Streamline |
| 3:15p-5p | Caucus Meetings | |
| 5p-6p | Exhibitor Reception | |

SATURDAY, FEBRUARY 10, 2024

| TIME | SESSION TITLE | SPEAKER(S) |
|-------------|---|--|
| 7a | 5k Fun Run/Walk | |
| 7:30a-830a | BREAKFAST | |
| 8:30a-10a | Managing a District with Few or No Employees | MaryKay Dahlgreen, SDAO |
| | SDAO/SAIF Service Group - Learn about New Requirements and Opportunities | Mike Jacobs, SDAO, Brittany Johnston, SAIF, and Stephanie Eakin, SAIF |
| | Performance Management/Having Difficult Conversations/Disciplinary Action | Spencer Rockwell, SDAO |
| | How to Make the Most of Your SDAO Membership | SDAO Team |
| 10:30a-12p | Public Meetings, Records, and Retention Requirements | Mark Wolf and Emily Guimont, Local Government Law Group |
| | The Risk Management Process | Niki Fisher, Troy DeYoung, Brad Eastman, Greg Jackson, & Kevin Jones, SDAO |
| | Sexual Harassment in the Workplace | Teri Dragoo and McKenzie Nix, SDAO |
| | Running Successful Hybrid Meetings | Deborah Jeffries, HR Answers |
| 12p-1p | LUNCH | |
| 1p-2:15p | How to Keep You and Your Board Out of Trouble and Out of the Press | George Dunkel, SDAO |
| | From Idea to Action: Launching Your First Tabletop Exercise | Meghan Howk and Jason Jantzi, SDAO |
| | Discrimination Case Studies | Ron Downs, SDAO |
| | Mental Health Resources | TBD |
| 2:30p-3:45p | Legislative General Session | Hasina Wittenberg, Mark Landauer, SDAO and Cole Arreola-Karr, NSDC |
| 4p-5p | Annual Business Meeting | |
| 6p-10p | Awards Banquet & Entertainment | Scott Anderson |

SUNDAY, FEBRUARY 11, 2024

| | | |
|-------|----------------------------|--|
| 8a-9a | Breakfast & Raffle Drawing | |
|-------|----------------------------|--|



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S | D | A | O Special Districts
Association of Oregon



**2024 ANNUAL
CONFERENCE**



Port of Hood River Population

Portland State Population Research Center

January 8, 2023

PSUPRC

| | |
|-----------------------|----------|
| Contents | 2 |
| 1 Introduction | 3 |
| 2 Methodology | 3 |
| 3 Results | 4 |

1 Introduction

In this short report we elaborate on the methodology we use to estimate the population of the Port of Hood River as of the 2020 census and for July 1st, 2023. The port of Hood River has unique legislative boundaries within Hood River County that do not match the boundaries of Census defined locations. As such, determining a population for this legislative boundary is non-trivial. Figure 1 shows a comparison of the Port of Hood river boundaries in red and Census block boundaries in black. Populations within each Census block are known, however, the Port boundary crosses through a number of Census blocks.

Boundary Comparison

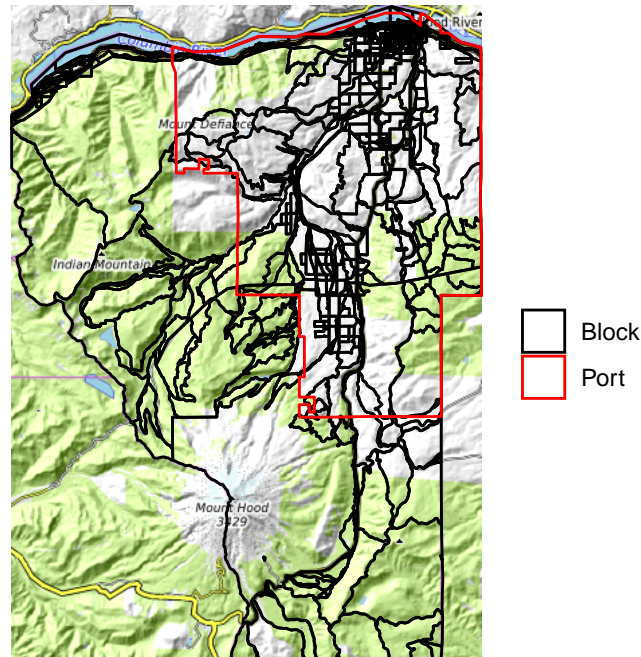


Figure 1: Port of Hood River boundaries in comparison to Census Block boundaries.

2 Methodology

A definitive population number for the Port of Hood River can not be determined from Census products. Given this, we outline our process for determining the population here. The Port of Hood River legislative boundary intersects with 657 of the 809 total Census blocks in Hood River County. The population total for these intersected Census blocks amounts to 22,553 individuals, a sizeable portion of the total county population which was estimated to be 23,977 individuals as of the 2020 Census. Given that the Port of Hood River legislative boundary does not completely encompass the total area of each of these Census blocks, however, this number should be seen as a reasonable upper bound of the population.

Conversely, we can consider only the Census blocks for which 90% of the total area is covered by the Port of Hood River legislative boundary. This should give us as a fair lower bound of the population given that we are considering only those Census blocks whose majority of the area falls within the Port of Hood River legislative boundary. This process gives us 618 Census blocks in the legislative boundary which combined have a population total of 22,304 individuals.

To arrive at a final population estimate, we take the population of each Census block within Hood River county, take the population count for each of these Census blocks, and redistribute each of these individuals

in the Census block area. We do this by taking the spatial area of the Census block, removing uninhabitable areas such as national parks, water masses, restricted zones, etc., accounting for the location of residential units in each Census block, and placing the population into residential units based on the estimated capacity of the residential type. This process leaves us with an exact point in space population of Hood River, which is in complete agreement with the Census block population estimates. The added benefit of this process is that it takes into account the geographic distribution of residential units in determining an accurate population total. With this new data set we may simply count the number of individuals who lie within the Port of Hood River legislative boundary. This total, gives us a population count of 22,526.

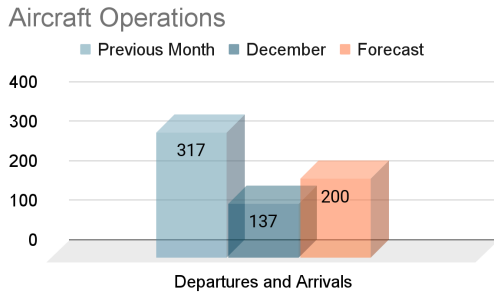
Between, April 1, 2020 and July 1, 2023, PSUPRC estimates that the county of Hood River increased in population from 23,977 to 24,406. Our analysis estimates that this population growth happened in the Port of Hood River area, increasing the port population in 2023 to 22,955.

3 Results

Our analysis estimates that the population of the Port of Hood River is 22,526 individuals as of the 2020 census. We estimate with a high degree of certainty that the true population count of the Port area falls within the range of 22,304 and 22,553 individuals. As of July 1st, 2023 we estimate the Port of Hood River population to be 22,955.

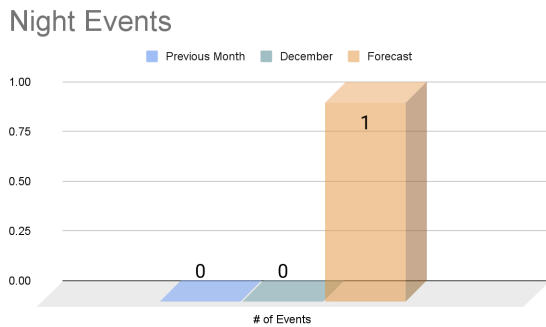
Airport Activity:

Decrease in flight operations seen during December. Heavy rains and prolonged periods of low ceiling and visibility were contributing factors.



Night Flights:

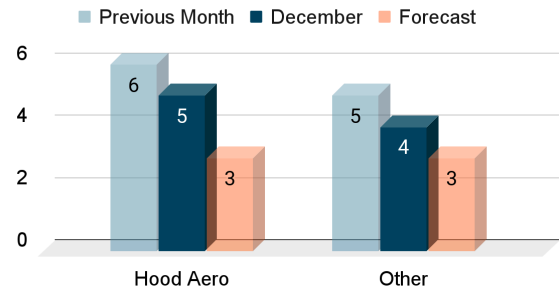
No internal night flights or night events were scheduled in December. No large events scheduled for January.



Flight Training: Hood Aero conducted 5 training events in December with an anticipated decrease in January. Local CFI's, not affiliated with the FBO, flew 4 training events with an anticipated

decrease in January. C172.

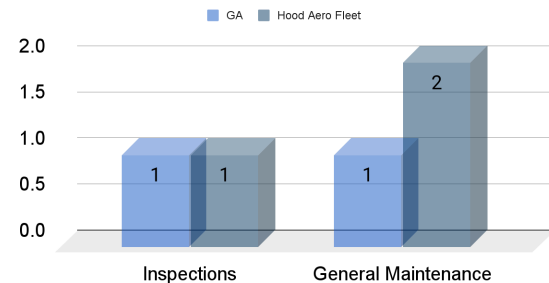
Flight Training Events



Maintenance Activity:

December was a busy month in Maintenance in terms of intake and continued projects. Only a few projects were completed and invoiced in December. Most current work consists of customer annual inspections.

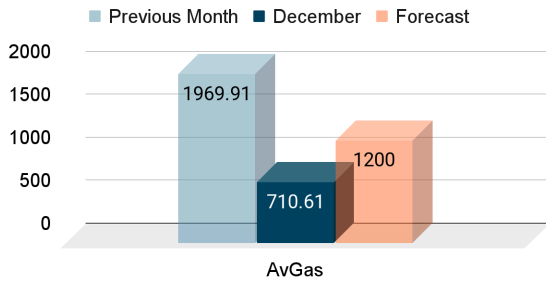
Maintenance Events



Fuel Sales: December was a very slow month for fuel sales. An overall decrease in flight activity throughout the month was

the largest contributing factor.

Fuel Sales (Gallons)



Fuel Flowage Fees:

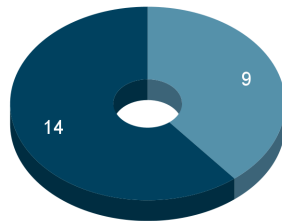
\$72 paid in flowage fees to the Port of Hood River in December. Based on .10 per gallon and a rounded sale of 710.6 gallons.

Tie Down Activity:

- 23 total spots.
- 61% utilization for December averaged.
- \$490.00 collected in December.

Tie Down Utilization

- Available Tie Downs
- Rented Tie Downs Long Term



Noise Feedback:

One noise complaint was taken by the port regarding an aircraft repeatedly circling too low over Hood River. Complaint passed along to AC owner.

Pilot Feedback:

No specific pilot feedback was received by the FBO in December.

Airport Surfaces:

| | Condition | Notes. |
|-------------|-----------|--------|
| Rwy 7/25 | | |
| Grass Strip | | |
| N. Ramp | | |
| S. Ramp | | |
| S. Gravel | | |
| Taxiways | | |

Facilities:

| | Condition | Notes. |
|----------------|-----------|--------|
| N. Hangars | | |
| S. Hangars | | |
| FBO | | |
| MX Hangar | | |
| Ops Hangar | | |
| Collins Hangar | | |
| Blue Hangar | | |

Lighting:

- No issues noted with airport

Other:

- No other issues noted.

| Start Date | End Date | Event Name | Description | Location | Estimated # People |
|------------|-----------|--|---|-----------------------------|--------------------|
| 4/13/2024 | 4/13/2024 | Oregon Bass Federation Fishing Tournament/ Club-Cascade Bassmasters | Fishing competetion held out on the Columbia. Boats put in and take out at the HR Boat Ramp. | Marina Boat Ramp/Guest Dock | 40+ boats |
| 4/20/2024 | 4/21/2024 | 24 Hour Paddle for Cancer Fundraiser | Small group paddling laps for 24 hours to raise money for local kids with cancer | Nichols Basin- Frog Beach | 26 |
| 4/27/2024 | 4/27/2024 | Ciderfest | Local Cideries and artisons showcase their products for purchase. Music, alcohol, kids games. | Event Site | 5,000 |
| 4/27/2024 | 4/27/2024 | Oregon Bass Federation Fishing Tournament/ Club-TBF of Oregon | Fishing competetion held out on the Columbia. Boats put in and take out at the HR Boat Ramp. | Marina Boat Ramp/Guest Dock | 40+ boats |
| 5/11/2024 | 5/11/2024 | Oregon Bass Federation Fishing Tournament/ Club-PacNW Basserzz | Fishing competetion held out on the Columbia. Boats put in and take out at the HR Boat Ramp. | Marina Boat Ramp/Guest Dock | 40+ boats |
| 5/26/2024 | 5/26/2024 | CGW2 Gear Swap | Gear Swaps where people pay a fee to participate in order to sell their sporting goods | Lot #1 | 300 |
| 5/26/2024 | 5/26/2024 | Oregon Bass Federation Fishing Tournament/ Club-Mid Valley Bass Club | Fishing competetion held out on the Columbia. Boats put in and take out at the HR Boat Ramp. | Marina Boat Ramp/Guest Dock | 40+ boats |
| 5/27/2024 | 5/27/2024 | Wet Planet Kayak School-First Descents Camp | Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park. | Marina Beach | 24+ staff |

| | | | | | |
|-----------|-----------|---|---|-----------------------|-----------|
| 6/3/2024 | 6/3/2024 | Wet Planet Kayak School- First Descents Camp | Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park. | Marina Beach | 24+ staff |
| 6/10/2024 | 6/10/2024 | Wet Planet Kayak School- First Descents Camp | Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park. | Marina Beach | 24+ staff |
| 6/17/2024 | 6/17/2024 | Wet Planet Kayak School- First Descents Camp | Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park. | Marina Beach | 24+ staff |
| 6/24/2024 | 6/24/2024 | Wet Planet Kayak School- First Descents Camp | Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park. | Marina Beach | 24+ staff |
| 7/1/2024 | 7/5/2024 | Jr. Sailing Program Kids Program | (5 sessions)day kids learn to sail camps | Marina Basin/ SB Dock | 30 |
| 7/1/2024 | 7/1/2024 | Wet Planet Kayak School- First Descents Camp | Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park. | Marina Beach | 24+ staff |
| 7/4/2024 | 7/4/2024 | 4th of July Fireworks | Launched from the Spit, the area is closed to the public | Waterfront | 10,0000 |
| 7/6/2024 | 7/6/2024 | CGW2 Gear Swap | Gear Swaps where people pay a fee to participate in order to sell their sporting goods | Lot #1 | 300 |
| 7/6/2024 | 7/7/2024 | KB4C (Kiteboard for Cancer) | Kiteboard fundraiser for Cancer victims who participate in Project Koru. Participants are on teams who compete to raise money. Kites are allowed | Event Site | 250 |

| | | | | | |
|-----------|-----------|---|--|--------------------------------------|-----------|
| | | | to launch and land from the grass. | | |
| 7/8/2024 | 7/13/2024 | Downwind Paddle Champs-Canoe/Outrigger Race | Outrigger Canoe race from Stevenson to the Waterfront Park. | Stevenson/Waterfront Park | 800 |
| 7/8/2024 | 7/12/2024 | Jr. Sailing Program Kids Program | (5 sessions)day kids learn to sail camps | Marina Basin/ SB Dock | 30 |
| 7/10/2024 | 7/10/2024 | Wet Planet Kayak School-Adventure Treks | Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park. | Marina Beach | 36+ staff |
| 7/15/2024 | 7/19/2024 | Jr. Sailing Program Kids Program | (5 sessions)day kids learn to sail camps | Marina Basin/ SB Dock | 30 |
| 7/15/2024 | 7/15/2024 | Wet Planet Kayak School-Kids Kayak Camp | Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park. | Frog Beach, Nichols Basin | 12+ staff |
| 7/20/2024 | 7/21/2024 | SIC Gorge Paddle Challenge-SUP, OC, Foil, Wing Race | SUP, Wing Foil race from Viento to the Waterfront Park | Waterfront Park/ Jensen West Parking | 400 |
| 7/22/2024 | 7/26/2024 | Jr. Sailing Program Kids Program | (5 sessions)day kids learn to sail camps | Marina Basin/ SB Dock | 30 |
| 7/22/2024 | 7/22/2024 | Wet Planet Kayak School-Kids Kayak Camp | Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park. | Frog Beach, Nichols Basin | 12+ staff |
| 7/29/2024 | 8/2/2024 | Jr. Sailing Program Kids Program | (5 sessions)day kids learn to sail camps | Marina Basin/ SB Dock | 30 |
| 7/29/2024 | 7/29/2024 | Wet Planet Kayak School-Adventure Treks | Wet Planet Kayak Center in Husum runs kids camps at Nichols basin and the Marina Beach Park. | Marina Beach | 36+ staff |
| 8/3/2024 | 8/3/2024 | Pfreim Anniversary Party | Music/ food/beer Celebration | Waterfront Park | |

| | | | | | |
|------------|------------|---|--|-----------------------------|-----------|
| 8/5/2024 | 8/9/2024 | ABK Windsurfing Clinics | 1- week- (5 day) windsurfing and wing foil camps | Marina Beach | 20 |
| 8/5/2024 | 8/9/2024 | Jr. Sailing Program Kids Program | (5 sessions)day kids learn to sail camps | Marina Basin/ SB Dock | 30 |
| 8/12/2024 | 8/16/2024 | ABK Windsurfing Clinics | 1 week-(5 day) windsurfing and wing foil camps | Marina Beach | 20 |
| 8/12/2024 | 8/16/2024 | Jr. Sailing Program Kids Program | (5 sessions)day kids learn to sail camps | Marina Basin/ SB Dock | 30 |
| 9/1/2024 | 9/1/2024 | CGW2 Gear Swap | Gear Swaps where people pay a fee to participate in order to sell their sporting goods | Lot #1 | 300 |
| 9/2/2024 | 9/7/2024 | AWSI Trade Show- Private Event | Private tradeshow for windsport gear. Distributors showcase products for retailers to purchase for the upcoming year | Event Site & Lot #1 | 600 |
| 9/7/2024 | 9/7/2024 | Oregon Bass Federation Fishing Tournament/ Club-Cascade Bassmasters | Fishing competetion held out on the Columbia. Boats put in and take out at the HR Boat Ramp. | Marina Boat Ramp/Guest Dock | 40+ boats |
| 10/5/2024 | 10/5/2024 | Hops Fest- | | Event Site | 5,000 |
| 10/11/2024 | 10/13/2024 | Harvest Fest | Food, craftes, beer, wine & artisons showcase their products for purchase. Music, alcohol, kids games. | Event Site & Lot #1 | 10,000 |
| 10/12/2024 | 10/12/2024 | Oregon Bass Federation Fishing Tournament/ Club-Cascade Bassmasters | Fishing competetion held out on the Columbia. Boats put in and take out at the HR Boat Ramp. | Marina Boat Ramp/Guest Dock | 40+ boats |
| 10/20/2024 | 10/20/2024 | Columbia Gorge Marathon | Running race that starts and finishes at the Event Site. | Event Site | 1500 |

| | | | | | |
|-----------|-----------|---|--|-----------------------------|-----------|
| | | | Runners go throughout the valley. | | |
| 11/2/2024 | 11/2/2024 | Oregon Bass Federation Fishing Tournament/ Club-Cascade Bassmasters | Fishing competetion held out on the Columbia. Boats put in and take out at the HR Boat Ramp. | Marina Boat Ramp/Guest Dock | 40+ boats |

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| Company | Vessel | Arrival Date | Arrival Time | Departure Date | Departure Time |
|----------|----------------|----------------------------|--------------|---------------------------|----------------|
| Lindblad | Seabird | Tuesday, April 2, 2024 | 6am | Tuesday, April 2, 2024 | 10pm |
| Lindblad | Seabird | Friday, April 12, 2024 | 6am | Friday, April 12, 2024 | 10pm |
| ACL | American Song | Saturday, April 13, 2024 | 10:00PM | Sunday, April 14, 2024 | 10:00PM |
| Lindblad | Seabird | Tuesday, April 16, 2024 | 6am | Tuesday, April 16, 2024 | 10pm |
| ACL | American Pride | Thursday, April 18, 2024 | 12:00PM | Friday, April 19, 2024 | 7:00AM |
| ACL | American Song | Saturday, April 20, 2024 | 1:00PM | Sunday, April 21, 2024 | 1:00PM |
| ACL | American Pride | Wednesday, April 24, 2024 | 9:30PM | Thursday, April 25, 2024 | 9:00PM |
| ACL | American Song | Friday, April 26, 2024 | 10:00PM | Saturday, April 27, 2024 | 10:00PM |
| Lindblad | Seabird | Friday, April 26, 2024 | 6am | Friday, April 26, 2024 | 10pm |
| ACL | American West | Monday, April 29, 2024 | 11:00PM | Tuesday, April 30, 2024 | 5:00PM |
| ACL | American Pride | Thursday, May 2, 2024 | 12:00PM | Friday, May 3, 2024 | 7:00AM |
| ACL | American Song | Saturday, May 4, 2024 | 1:00PM | Sunday, May 5, 2024 | 1:00PM |
| ACL | American Pride | Wednesday, May 8, 2024 | 9:30PM | Thursday, May 9, 2024 | 9:00PM |
| ACL | American Song | Friday, May 10, 2024 | 10:00PM | Saturday, May 11, 2024 | 10:00PM |
| ACL | American West | Monday, May 13, 2024 | 11:00PM | Tuesday, May 14, 2024 | 5:00PM |
| ACL | American Pride | Thursday, May 16, 2024 | 12:00PM | Friday, May 17, 2024 | 7:00AM |
| ACL | American Song | Saturday, May 18, 2024 | 1:00PM | Sunday, May 19, 2024 | 1:00PM |
| ACL | American Pride | Wednesday, May 22, 2024 | 9:30PM | Thursday, May 23, 2024 | 9:00PM |
| ACL | American Song | Friday, May 24, 2024 | 10:00PM | Saturday, May 25, 2024 | 10:00PM |
| ACL | American Jazz | Monday, May 27, 2024 | 8:00AM | Tuesday, May 28, 2024 | 6:00PM |
| ACL | American Pride | Thursday, May 30, 2024 | 12:00PM | Friday, May 31, 2024 | 7:00AM |
| ACL | American Jazz | Tuesday, June 4, 2024 | 8:30PM | Wednesday, June 5, 2024 | 5:30PM |
| ACL | American Pride | Wednesday, June 5, 2024 | 9:30PM | Thursday, June 6, 2024 | 9:00PM |
| ACL | American Song | Tuesday, June 11, 2024 | 8:00AM | Wednesday, June 12, 2024 | 6:00PM |
| ACL | American Pride | Thursday, June 13, 2024 | 12:00PM | Friday, June 14, 2024 | 7:00AM |
| ACL | American West | Tuesday, June 18, 2024 | 10:30AM | Wednesday, June 19, 2024 | 6:00AM |
| ACL | American Song | Wednesday, June 19, 2024 | 8:30PM | Thursday, June 20, 2024 | 5:30PM |
| ACL | American West | Monday, June 24, 2024 | 11:00PM | Tuesday, June 25, 2024 | 5:00PM |
| ACL | American Pride | Thursday, June 27, 2024 | 12:00PM | Friday, June 28, 2024 | 7:00AM |
| ACL | American Song | Saturday, June 29, 2024 | 2:00PM | Sunday, June 30, 2024 | 1:00PM |
| ACL | American Pride | Wednesday, July 3, 2024 | 9:30PM | Thursday, July 4, 2024 | 9:00PM |
| ACL | American Song | Friday, July 5, 2024 | 10:00PM | Saturday, July 6, 2024 | 10:00PM |
| ACL | American West | Monday, July 8, 2024 | 11:00PM | Tuesday, July 9, 2024 | 5:00PM |
| ACL | American Pride | Thursday, July 11, 2024 | 12:00PM | Friday, July 12, 2024 | 7:00AM |
| ACL | American Song | Saturday, July 13, 2024 | 2:00PM | Sunday, July 14, 2024 | 1:00PM |
| ACL | American Pride | Wednesday, July 17, 2024 | 9:30PM | Thursday, July 18, 2024 | 9:00PM |
| ACL | American Song | Friday, July 19, 2024 | 10:00PM | Saturday, July 20, 2024 | 10:00PM |
| ACL | American West | Monday, July 22, 2024 | 11:00PM | Tuesday, July 23, 2024 | 5:00PM |
| ACL | American Pride | Thursday, July 25, 2024 | 12:00PM | Friday, July 26, 2024 | 7:00AM |
| ACL | American Song | Saturday, July 27, 2024 | 2:00PM | Sunday, July 28, 2024 | 1:00PM |
| ACL | American Pride | Wednesday, July 31, 2024 | 9:30PM | Thursday, August 1, 2024 | 9:00PM |
| ACL | American Song | Friday, August 2, 2024 | 10:00PM | Saturday, August 3, 2024 | 10:00PM |
| ACL | American West | Monday, August 5, 2024 | 11:00PM | Tuesday, August 6, 2024 | 5:00PM |
| ACL | American Pride | Thursday, August 8, 2024 | 9:00AM | Friday, August 9, 2024 | 8:00AM |
| ACL | American Jazz | Monday, August 12, 2024 | 9:30PM | Tuesday, August 13, 2024 | 9:00PM |
| ACL | American Pride | Wednesday, August 14, 2024 | 9:30PM | Thursday, August 15, 2024 | 9:00PM |
| ACL | American West | Monday, August 19, 2024 | 11:00PM | Tuesday, August 20, 2024 | 5:00PM |
| ACL | American Pride | Thursday, August 22, 2024 | 9:00AM | Friday, August 23, 2024 | 8:00AM |

| | | | | | |
|----------|----------------|-------------------------------|---------|------------------------------|--------|
| ACL | American Jazz | Monday, August 26, 2024 | 9:30PM | Tuesday, August 27, 2024 | 9:00PM |
| ACL | American Pride | Wednesday, August 28, 2024 | 9:30PM | Thursday, August 29, 2024 | 9:00PM |
| ACL | American West | Monday, September 2, 2024 | 11:00PM | Tuesday, September 3, 2024 | 5:00PM |
| ACL | American Pride | Thursday, September 5, 2024 | 9:00AM | Friday, September 6, 2024 | 8:00AM |
| ACL | American Jazz | Monday, September 9, 2024 | 9:30PM | Tuesday, September 10, 2024 | 9:00PM |
| ACL | American Pride | Wednesday, September 11, 2024 | 9:30PM | Thursday, September 12, 2024 | 9:00PM |
| ACL | American West | Monday, September 16, 2024 | 11:00PM | Tuesday, September 17, 2024 | 5:00PM |
| ACL | American Pride | Thursday, September 19, 2024 | 9:00AM | Friday, September 20, 2024 | 8:00AM |
| ACL | American Jazz | Monday, September 23, 2024 | 9:30PM | Tuesday, September 24, 2024 | 9:00PM |
| Lindblad | Seabird | Monday, September 23, 2024 | 6am | Monday, September 23, 2024 | 7pm |
| ACL | American Pride | Wednesday, September 25, 2024 | 9:30PM | Thursday, September 26, 2024 | 9:00PM |
| ACL | American Song | Monday, September 30, 2024 | 8:00PM | Wednesday, October 2, 2024 | 6:00PM |
| ACL | American Pride | Thursday, October 3, 2024 | 9:00AM | Friday, October 4, 2024 | 8:00AM |
| Lindblad | Seabird | Monday, October 7, 2024 | 6am | Monday, October 7, 2024 | 10pm |
| ACL | American West | Tuesday, October 8, 2024 | 10:30AM | Wednesday, October 9, 2024 | 6:00AM |
| ACL | American Song | Wednesday, October 9, 2024 | 8:30PM | Thursday, October 10, 2024 | 5:30PM |
| Lindblad | SeaLion | Friday, October 11, 2024 | 6am | Friday, October 11, 2024 | 10pm |
| ACL | American West | Monday, October 14, 2024 | 11:00PM | Tuesday, October 15, 2024 | 5:00PM |
| ACL | American Pride | Thursday, October 17, 2024 | 9:00AM | Friday, October 18, 2024 | 8:00AM |
| Lindblad | Seabird | Monday, October 21, 2024 | 6:00am | Monday, October 21, 2024 | 10pm |
| ACL | American Pride | Wednesday, October 23, 2024 | 9:30PM | Thursday, October 24, 2024 | 9:00PM |
| Lindblad | SeaLion | Friday, October 25, 2024 | 6am | Friday, October 25, 2024 | 10pm |
| ACL | American Pride | Thursday, October 31, 2024 | 9:00AM | Friday, November 1, 2024 | 8:00AM |
| ACL | American Pride | Wednesday, November 6, 2024 | 9:30PM | Thursday, November 7, 2024 | 9:00PM |
| ACL | American Pride | Thursday, November 14, 2024 | 9:00AM | Friday, November 15, 2024 | 8:00AM |

Commission Memo

Prepared by: Kevin Greenwood, Executive Director
Date: January 23, 2024
Re: KPFF Additional Service Request No. 1 for Lot 1



This action item follows through on the materials presented earlier. ASR keeps the budget of \$500,000 while reducing the deliverables to 90% construction documents for a roundabout at No. Second St. and Riverside Way. This allows staff and the contract owners rep to apply for additional grant funding to complete design and construction in advance of early 2025.

RECOMMENDATION: Authorize Additional Service Request No. 1 for modified scope of work for designing a roundabout at No. Second St. and Riverside Dr. in the revised total amount of \$499,984.10.

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Additional Service Request No. ASR 1

Page 1 of 1



DATE: January 18, 2024

PROJECT: 2300068 – Roundabout and North 1st Street and Utilities
Project Design & Engineering

KPFF hereby requests that the additional engineering services described below be added to the **CONTRACT** for the above-referenced project. The scope of services is described in KPFF’s proposal dated July 12, 2023, which is attached to the contract between The Port of Hood River and KPFF. Upon approval by The Port of Hood River, this Additional Service Request will become a part of the contract.

Per discussions with the Port, the overall scope of proposed improvements is being modified to reflect the elimination of improvements to E. Anchor Way and the addition of a new roundabout to be developed at the intersection of N. 2nd Street and Riverside Drive. This ASR also limits the scope of work to the development of 90% Construction Documents with the understanding that 100% Construction Documents, final permitting, bidding services and construction services may be added through an amendment at a later date. See the attached revised scope of work, Exhibit A, for additional details regarding the proposed modifications.


| Task Number | Task Name | Approved Contract Value | ASR 1 Reduction | ASR 1 Addition | ASR 1 Net Change | Revised Total |
|---------------|-------------------------------------|-------------------------|-----------------|----------------|------------------|---------------|
| | | 7/11/2023 | | 12/2023 | ASR 1 | |
| 1 | Project Management | \$ 48,020.08 | \$ (14,406.02) | \$ - | \$ (14,406.02) | \$ 33,614.06 |
| 2 | Site Evaluation and Data Collection | \$ 56,813.34 | \$ - | \$ 6,650.00 | \$ 6,650.00 | \$ 63,463.34 |
| 3 | Design Engineering | \$ 258,632.75 | \$ (91,842.41) | \$ 186,843.00 | \$ 95,000.59 | \$ 353,633.34 |
| 4 | Stormwater Analysis | \$ 9,451.04 | \$ (2,010.00) | \$ 2,800.00 | \$ 790.00 | \$ 10,241.04 |
| 5 | Permitting Approvals | \$ 20,774.90 | \$ (5,193.73) | \$ 10,720.00 | \$ 5,526.28 | \$ 26,301.18 |
| 6 | Bidding | \$ 17,885.30 | \$ (17,885.30) | \$ - | \$ (17,885.30) | \$ - |
| 7 | Construction Administration | \$ 63,947.24 | \$ (63,947.24) | \$ - | \$ (63,947.24) | \$ - |
| 5% Sub | | \$ 8,903.35 | \$ (2,715.35) | \$ 6,543.15 | \$ 3,827.80 | \$ 12,731.15 |
| Totals | | \$ 484,428.00 | \$ (198,000.05) | \$ 213,556.15 | \$ 15,556.10 | \$ 499,984.10 |

See Exhibit B for additional details relating to the fee reductions and additions.

To indicate acceptance, please return a signed copy of this Additional Service Request.

Requested By (KPEF, Inc.)

Accepted By (The Port of Hood River)



Signature

Signature

Curtis C. Vanderzanden, PE, Principal

Name/Title

Print Name/Title

1/18/2024

Date

Date

Attachment: Exhibit A – Revised Scope of Work
Exhibit B - ASR-1 Fee Estimate Spreadsheets

10102300068-kb



Port of Hood River
Proposed Scope of Work for
Design and Engineering Services for
E ANCHOR WAY, N 1ST STREET & UTILITIES PROJECT
[Revised 1/18/2024 per ASR 1](#)

A. PROJECT BACKGROUND

The Project is focused primarily on a 9-acre, undeveloped industrial-zoned property known locally as "Lot 1," centrally located on the waterfront industrial park near downtown Hood River, Oregon. The property is adjacent to Interstate 84 at Exit 63. The project features architecture and engineering services for the construction of a roundabout located at 2nd and Riverside, and the realignment of First Street between Riverside and Portway. The project will include utility adjustments necessary to accommodate the construction of the proposed roundabout and utility realignments for water, storm sewer, and sanitary sewer within the First Street realignment. ~~two new streets, all utilities, and a new public transit center hub. Lot 1 is wholly owned by the Port. For a more detailed project description see the Port of Hood River E. Anchor Way, N. First Street and Utilities Project Design and Engineering Request for Proposals.~~

The project has been updated from the original scope to eliminate the Anchor Way Extension and the associated utility realignments through lot 1 and to include the design of a roundabout at the intersection of 2nd and Riverside. The Roundabout design will trigger the inclusion of ODOT and the Mobility Advisory Committee (MAC) for multiple meetings, plan reviews, and coordination.

~~The Port intends to construct a roundabout at 2nd and Riverside. Each leg of the roundabout will be adjusted to match the new roundabout location. It is understood that ODOT owns the East (Riverside), South (2nd Street), and West (Riverside) legs of the intersection and the north leg (2nd Street) is owned by the Port of Hood River. The construction documents will use ODOT Standards and Specifications. one new 550-foot-long, 64-foot-wide road, E. Anchor Way, and relocate and reconfigure another road, North 1st Street (a 750-foot-long, 60-foot-wide road). Roadways shall be designed to conform to City of Hood River Public Works Standards for the potential future dedication of right of way and The roadway roundabout shall be at minimum, designed to accommodate a WB-6740 turning movement. The Roundabout design will trigger the inclusion of ODOT and the Mobility Advisory Committee (MAC) for multiple meetings, plan reviews, and coordination. All public water, sewer, stormwater, electrical, gas, and communication utility lines, will be aligned with the new streets. Additionally, the project will include constructing a new public transit hub central transfer facility with a bus pullout and shelter space. The design of the shelter structure is not considered part of this project scope.~~

~~The two new roads will connect at a three-way intersection and will provide Oregon DOT required ingress and egress for any new development that will take place on the newly served industrial and commercial parcels of the project area. Completion of this project will achieve shovel-ready status for up to four large industrial-zoned parcels on Lot 1 and several small commercial-zone parcels along the Nichols Basin Park upland edge.~~

Upon completion of the construction phase, the project will expand the size of the existing Nichols Basin Park and waterfront trail, creating a new festival street capability, and achieve DOT directives for traffic flow and control. The Port has completed the conceptual plans that will be available to develop full plans and specifications and complete the permitting and competitive bidding process.

SCOPE OF SERVICES

RE: Port of Hood River – E Anchor Way, N 1st St

Exhibit A

~~June 27, 2023~~ [January 18, 2024](#)

Page 2

~~Based on discussions between the Consultant and Port staff, the Port has requested that the initial scope of work be limited to reviewing available data and conducting additional analysis to validate that the proposed improvements identified above, are the right improvements for the Port, or to identify modifications to the plan that may better suit the current needs.~~

The revised scope of work includes the development of 90% Construction Documents for both the Roundabout and the First Street Realignment. Final Design, Final Permitting, Bidding, and Construction services are not included at this time and may be added through amendment at a later date.

The following scope and fee are based on the revised project limits reflected in the attached scope map ~~implementation of improvements as defined in the RFP issued on February 10, 2023, titled E. Anchor Way, N. First Street and Utilities Design & Engineering.~~

B. PROJECT TEAM

KPFF will lead the Consultant team and will provide project management and civil engineering services. KPFF will be supported by the following subconsultant firm partners for this initial phase of the work:

- **DKS** will provide traffic analysis, ~~traffic and~~ design services for the roundabout, and lighting design.
- **Walker Macy** will provide landscape architecture and urban design services.
- **GRI** will provide geotechnical engineering services as needed during the next phase of project development.

C. SCOPE OF WORK

The Consultant team shall provide the following scope of work for development of 90% construction documents ~~during this initial phase of project development:~~

Task 1: Project Management and Administration

- Management, coordination, and direction of the Project Team.
- Lead bi-weekly coordination meetings with the Port to review project progress and upcoming work. This proposal assumes attendance of up to 2 consultant team members attending up to 30 ~~14~~ meetings via conference call.
- Lead design and coordination meetings with project team members.
- Develop a project schedule defining key milestones and points of input from the Port.
- Prepare monthly billing invoices in a format approved by the Port.
- Monthly project status reports to identify work completed and identify ongoing and upcoming work items and issues/concerns.
- **Deliverables:**
 - Maintenance and records of coordination activities and decisions made, and copies of documentation to Port Project Manager as requested.
 - Meeting agendas, notes and action items for project meetings.
 - Project Schedule.
 - Monthly invoices and progress status reports.

Task 2: Site Evaluation & Research

The goal of this task is to gather and evaluate previous design reports and studies and to conduct additional analysis to validate the direction for the proposed improvements and to produce a Basis of Design Report.

2.1: Site Evaluation and Research

- Gather available data such as design studies, workshops, and meeting minutes pertaining to past project decisions, direction, and design constraints relating to Lot 1.
- Compile and review available topographic survey data and mapping provided by the Port to determine if additional predesign survey work may be needed to facilitate the final design.
- One site visit including critical design team members and Port staff.
- Attend ODOT and Port coordination meetings. This proposal assumes attending up to 3 meetings via conference call.
- Evaluate available data and provide a Basis of Design Report:
 - Basis of Design Report will define code requirements, establish overall design intent, and confirm what is required to fully service the future development parcels that the roads will serve. The report will include basic design-related constraints to catalog and track project criteria and project goals. It will also include the identification of previous key project decisions and design constraints pertaining to the use and programming of Lot 1.
 - The Basis of Design Report will be used as guidance for the 30%, 60%, 90% and 100% Design Construction Documents.
- Provide assistance with presenting the Basis of Design Report to the Port Commission.
- ***Deliverables:***
 - Basis of Design Report.
 - Supplemental exhibits as requested for presenting the Basis of Design Report to the Port Commission.

2.2: Traffic Analysis

This task includes conducting a review of relevant policies and plans, undertaking existing conditions fieldwork and inventories, analyzing system performance, identifying issues and opportunities, and preparing findings and recommendations.

2.2.1: Background Review and Research

- Obtain and review current local transportation plans and policies that are relevant to the study area, including the Hood River Transportation System Plan and the Hood River I-84 Exit 63 & Exit 64 IAMP.
- Confirm analysis periods where travel data will be collected, and performance analyzed. Initial coordination indicates analysis periods to include the summer weekday p.m. peak hour and summer Sunday p.m. peak hour, consistent with the Hood River I-84 Exit 63 & Exit 64 IAMP.

- Confirm intersections to be analyzed as part of the traffic analysis. Up to 3 intersections are assumed for this analysis, including N 2nd Street/Riverside Drive, N 2nd Street/Anchor Way, and N 2nd Street/Portway Avenue.

2.2.2: System Performance and Alternatives Analysis

Data Collection

- Collect weekday and weekend p.m. peak period turn movement traffic counts (including light vehicles, trucks, bicycles, pedestrians, and other wheeled users) at the study intersections.
- Collect a 24-hour average daily traffic count along N 2nd Street between Riverside Drive and I-84, during both an average weekday and on a weekend. The data will include light vehicles, trucks, bicycles, pedestrians, and other wheeled user volumes.
- Obtain collision data for the past five years at the study intersections and along the 2nd Street, Riverside Drive, Anchor Way, and Portway Avenue segments surrounding the study intersections.

System Inventory

- Conduct an inventory of the roadway system for motor vehicles. Inventory items include the number of travel lanes, type of intersection traffic control, posted speed limits, roadway jurisdiction, and street classification.
- Conduct inventory of the system for walking and biking. Inventory items include sidewalks, pedestrian crossings, and bikeways.

Evaluate Existing Conditions

- Review system spacing and connectivity and identify key gaps for vehicle and multimodal travel.
- Review count data and summarize travel characteristics for these users.
- Review available freight plans and data to identify primary needs and routes.
- Create Synchro operation models of the study intersections to represent 2023 existing peak conditions for both the average weekday and weekend scenarios. The models will be used to report intersection performance (level of service, delay, volume-to-capacity ratio and 95th percentile queues for key movements) and identify existing operational deficiencies and local system needs based on agency performance standards.
- Review collision data, calculate intersection crash rates and identify top crash locations.
- Identify existing operational and safety deficiencies and system connectivity needs for all modes.

Evaluate Future Conditions

- Estimate background motor vehicle volume growth to the future horizon year, assumed to be a 20-years.
- Document planned transportation system improvements. Two roadway frameworks are assumed for future analysis, one without the Anchor Way extension between N 2nd Street and N 1st Street and one with the extension.

- Update Synchro operation models of the study intersections to represent future peak conditions for both the average weekday and weekend scenarios under both roadway frameworks. The models will be used to report intersection performance (level of service, delay, volume-to-capacity ratio and 95th percentile queues for key movements) and identify future no-build operational deficiencies and local system needs based on agency performance standards.
- Identify future operational and safety deficiencies and system connectivity needs for all modes.
- Identify circulation improvement alternatives and intersection control options to address impacts.
- Document existing and future transportation conditions in Technical Memorandum #1.

2.2.3: Findings and Recommendations

- Analyze circulation improvement alternatives and intersection control options.
- Develop recommended circulation improvements and proposed intersection configurations.
- Provide planning level cost estimates for the identified improvements.
- Estimate the year when the improvements would be triggered.
- Document the findings and recommendations in Technical Memorandum #2.

2.2.4 – Intersection Control Evaluation (ICE.)

- Process and produce an ICE based on the data collected in Task 2.
- Combine ICE with current Traffic Analysis Memo.

2.2.5 – Provide support documents for the revised scope of work including a Conceptual Cost

- Estimate for the EDA grant revision, City of Hood River presentation and meetings with the City Council.

- **2.2 Deliverables:**

- Technical Memorandum #1: Transportation Analysis, ~~and~~ Alternatives and ICE.
- Technical Memorandum #2: Findings and Recommendations.

- **2.2 Meetings:**

- Up to 5 virtual check-in meetings with the project team, as requested (up to 60 minutes).
- Up to 3, 1-hour virtual technical review and coordination meetings with ODOT and/or Port staff.

Assumptions and Clarifications

- Assumes a 3-month schedule from NTP to completion of Task 2.

- Geotechnical review is not included in the Basis of Design Report and will be completed after Task 2.

Task 3: Design Engineering

This task includes geotechnical investigation and design efforts from the Basis of Design, completed in Task 2, to the ~~Final Design~~ [90% Construction Document Milestone](#). The following identifies specific items for this task.

3.1: Geotechnical Site Investigation and Design Services

- Available geotechnical data for the area and our experience indicates the site is mantled with 10- to 12-feet of sandy fill over alluvial silt and sand deposits to depths of 44- to 57-feet over dense gravel. Our approach to the geotechnical investigation is to complete field explorations to evaluate the soil and groundwater conditions in the proposed utility trench alignments and pavement areas, and complete field infiltration testing at proposed infiltration facility locations. A geotechnical report will be provided that summarizes the field testing and provides recommendations including earthwork, trench excavation and shoring, infiltration and design pavement sections. Due to the extensive data, testing has been scaled back to provide confirmation of existing conditions and check with existing data. If the proposed testing is shown to be non-conforming with existing data, more testing may be required.
- Testing:
 - ~~2~~ [1](#) geotechnical boring (depth 10- to 15-feet).
 - 5 infiltration tests (depth 5- to 12-feet).
 - [1 geotechnical boring \(depth to gravel, estimated at around 50-feet\)](#)
 - ~~5~~ [4](#) dynamic cone penetrometer (DCP) tests.
- [Address geotechnical or geological considerations for the following:](#)
 - [Roundabout Asphalt Pavement Design \(assumes vehicle classification counts for FHWA Class 4-13 volumes will be provided by others.\)](#)
 - [Roundabout Concrete Pavement Design \(assumes vehicle classification counts for FHWA Class 4-13 volumes will be provided by others.\)](#)
 - [Potential for static settlements due to minor areal fills \(assumes up to 2-feet of fill will be placed for the project.\)](#)
- [Wall design is not expected. If a wall is to be designed additional services may be needed.](#)
- Deliverables:
 - Draft and Final Geotechnical Investigation Report.

3.2: Potholing

- Perform subsurface utility investigation through potholing for utilities as identified by the engineer and the Port at the 60% Design Review phase.
- Testing:

- Up to 15 Potholes.
- Deliverables:
 - Potholing information for up to 15 potholes.

3.3: 30% Design (Schematic)

- Attend design and coordination meetings. This proposal assumes attendance at 2 two-hour meetings via conference call.
- Review the geotechnical report.
- Coordinate our work with design team members.
- Meet with local agencies and jurisdictions to discuss standards, existing utility systems, and submittal requirements.
- Prepare a preliminary engineer's estimate of construction cost.
- Attend a client review meeting to discuss the 30% design plans after the client review.
- Prepare 30% (schematic) design level plans and 30% design narrative. **This includes:**
 - Cover Sheet
 - Existing Conditions Plan
 - Typical Sections
 - Roadway Plan and Profile Sheets
 - [Roundabout Site Plan](#)
 - [Roundabout Grading](#)
 - Storm Drainage Plan and Profile Sheets
 - Sewer and Water Plan Sheets
 - Landscape Plans
 - Lighting Plans
- **Deliverables:**
 - 30% level grading plans for disturbed areas within the project limits. The grading plan will identify preliminary grades using spot elevations and grading arrows.
 - 30% level utility connection and relocation plans to include storm drainage, preliminary stormwater treatment and detention facility sizes, sanitary sewer, water, and fire protection services.
 - Preliminary construction cost estimate based on the 30% design level plans and narrative.

3.4: 60% Design (Detailed)

- Coordinate changes and update the Basis of Design as needed.
- Coordinate our work with design team members.
- Coordinate, resolve, and confirm major design changes with associated stakeholders.
- Prepare preliminary earthwork calculations.
- Revise engineer's estimate of construction cost based on 60% design level plans.
- Suggest possible changes to affect project savings.

SCOPE OF SERVICES

RE: Port of Hood River – E Anchor Way, N 1st St

Exhibit A

~~June 27, 2023~~ [January 18, 2024](#)

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- Prepare 60% design-level drawings for submittal at the completion of this phase based on the 30% design-level drawings for the project.
- Attend design and coordination meetings. This proposal assumes attendance at 2 two-hour meetings via conference call.
- Attend a client review meeting to discuss the 60% design plans after client review.
- **Deliverables:**
 - 60% (Detailed) drawings at the 100% level of completion:
 - Cover Sheet, Notes and Abbreviations
 - Existing Conditions (These plans are a copy of the boundary and topographic survey identifying property lines, easements, right-of-way lines, information added to the base file from as-builts, and improvements made to previous phases of work.)
 - Demolition Plan
 - Horizontal Control Plan
 - [Typical Sections for the Roundabout](#)
 - [Roundabout Details](#)
 - [Roundabout Horizontal Control Plan](#)
 - [Roundabout Site Plan](#)
 - [Roundabout Plan and Profile Sheets](#)
 - [Roundabout Grading Details](#)
 - [Roundabout Storm and Drainage Plan and Profile Sheets](#)
 - ~~Detail Sheets~~
 - Roadway Plan & Profile
 - Grading Details
 - Storm Drainage Plan
 - Utility Relocation Plans
 - Striping & Signage Plans
 - [Lighting Plans](#)
 - Landscape Plans
 - Erosion Control Plans
 - [Phasing Plans](#)
 - [Temporary Protection and Direction of Traffic Plan](#)
 - [Temporary Pedestrian Routing Plan](#)
 - [Detour Plans](#)
 - [Traffic Management Plan](#)
 - [Work Zone Decision Tree](#)
 - [Mobility Consideration Checklist](#)
 - Outline for the Special Provisions to ~~the City standard specifications~~ [2024 ODOT Specifications](#).

- Draft Stormwater Drainage Report for review by the Port and City as described in Task 4.
- Engineer's estimate of construction cost based on the 60% design level plans.

3.5: 90% Design

- Coordinate changes and update the Basis of Design as needed.
- Attend design and coordination meetings. This proposal assumes attendance at 2 two-hour meetings via conference call.
- Suggest possible design changes to affect project savings.
- Provide final earthwork calculations.
- Revise the engineer's estimate of construction cost based on the 90% design level plans.
- Prepare Construction Documents to include the following:
 - Cover Sheet, Notes and Abbreviations
 - Existing Conditions
 - Demolition Plan: Includes demolition of site features outside the building such as utilities and surface improvements.
 - Horizontal Control
 - [Typical Sections](#)
 - [Details](#)
 - [Site Plan](#)
 - [Roundabout Plan and Profile](#)
 - Roadway Plan and Profile: Includes the design on 1st Street ~~and Anchor Way~~ as identified in the project limits.
 - [Grading Details](#)
 - Stormwater Drainage Plan: Includes the design of stormwater quality and stormwater detention structure(s) as detailed in the Design Development drawings and the RFP.
 - Utility Relocation Plans: Includes the redesign of water and sewer within the roadway as well as the design of water, fire protection, sanitary sewer, and storm drainage line stubs to the property line. Also includes the location coordination of other site utilities, such as gas, electric, and communication lines designed by private utility companies.
 - Striping and Signage Plans
 - [Irrigation Plans](#)
 - Landscape Plans
 - Lighting Plans
 - [Temporary Protection and Direction of Traffic Plan](#)
 - [Temporary Pedestrian Routing Plan](#)
 - [Detour Plans](#)
 - [Traffic Management Plan](#)
 - [Work Zone Decision Tree](#)
 - [Mobility Consideration Checklist](#)

- Erosion Control Plan: Includes the design of plans, details, and construction notes, as required by the Port and City.
- Detail Sheets
- **Deliverables:**
 - Construction document drawings at the 90% level of completion.
 - Draft Special Provisions.
 - Stormwater Drainage Report for review and approval by the Port and City.
 - Additional project specific calculations and reports.
 - Final earthwork calculations.
 - Construction cost estimate based on the 90% design level plans.

~~3.6: 100% Construction Documents (Issue for Construction)~~

- ~~● Coordinate changes and update the Basis of Design as needed.~~
- ~~● Attend design and coordination meetings. This proposal assumes attendance at 2 two-hour meetings via conference call.~~
- ~~● Suggest possible design changes to affect project savings.~~
- ~~●~~
- ~~● Revise construction cost estimate.~~
- ~~● Prepare Construction Documents to include the following:~~
 - ~~○ Cover Sheet, Notes and Abbreviations~~
 - ~~○ Existing Conditions~~
 - ~~○ Demolition Plan~~
 - ~~○ Horizontal Control~~
 - ~~○ Roadway Plan and Profile~~
 - ~~○ Stormwater Drainage Plan~~
 - ~~○ Utility Relocation Plans~~
 - ~~○ Striping and Signage Plans~~
 - ~~○ Landscape Plans~~
 - ~~○ Lighting Plans~~
 - ~~○ Erosion Control Plan~~
 - ~~○ Detail Sheets~~
- ~~● Deliverables:~~
 - ~~— Construction document drawings at the 100% level of completion for the civil portion of the work.~~
 - ~~— Final Special Provisions.~~
 - ~~— Final bid item descriptions.~~
 - ~~— Final Stormwater Drainage Report for review and approval by the Port and City as described in Task 4.~~
 - ~~— Bid schedule.~~

~~— Construction cost estimate based on the final design plans.~~

3.6: Utility Coordination

- Initiate formal notification process and coordinate location of these proposed franchise utilities: PacifiCorp (power), Century Link (telecom), and NW Natural (gas).

3.7: Geotechnical Design Services

- Review plans as needed during 30%, 60%, [and 90%](#), ~~and Final Design~~. Coordinate design and recommendations as needed.

Task 4: Stormwater Analysis

As defined in the RFP, the project is to be designed with infrastructure to manage roadway runoff onsite for up to the 100 Year modeled storm event. The current design incorporates both above-grade and below-grade infiltration facilities. The design is assumed to regulate runoff release rates and maintain the existing storm outfall to Nichols Basin and should not trigger review by the Army Corps of Engineers or Oregon Department of State Lands.

- Provide a hydrologic Model of LOT 1 and contributing areas that will affect the proposed system.
- Provide design of the above-ground facilities and below-ground tanks.
- **Deliverables:**
 - 60% Design Draft Drainage Report
 - ~~Final Design~~ [90% Design](#) Drainage Report

Task 5: Permitting

5.1 – City of Hood River Permitting [up to 90% Construction Documents](#)

- Respond to Port and City questions and comments for the design-related items pursuant to obtaining a permit. Project permits include:
 - Construction Site Permit / Right of Way Permit – City of Hood River
 - Right of Way Permit – ODOT (See Task 5.2)
 - Grading Permit – DEQ
- Act as liaison between the project team and the Oregon Department of Environmental Quality (DEQ) in order to obtain a DEQ 1200-C Permit for NPDES Stormwater Discharge during construction. Compile and submit the 1200-C permit application.

5.2 - ODOT ROW [review up to 90% Construction Documents](#)

- Respond to ODOT questions and comments for the design-related items pursuant to obtaining a permit.
- Road Improvement Review
- Traffic Control Plan Review (Special Provisions Only)

Task 6: Bidding or Negotiation

- ~~• Help the Port with Electronic Invitation to Bid documents to be sent out for bidding.~~
- ~~•~~
- ~~• Answer Contractor questions for civil-related items of work during the bidding phase, as coordinated by the Port. (Assume hours maximum.)~~
- ~~• Assist in evaluating bidder qualifications for project-specific design elements. I.E. Inclusion of underground stormwater storage.~~
- ~~• Provide up to 2 addenda relating to the civil portion of the plans and specifications.~~

Task 7: Construction Administration

- ~~•~~
- ~~• Provide up to 10 site visits during construction. The site visits will be made at intervals appropriate to the stages of construction. One site visit will be a site punch list walk prior to substantial completion.~~
- ~~• Attend 10 regular site meetings led by contractor via teleconference.~~
- ~~• Provide interpretations and/or clarifications of the civil portions of the work.~~
- ~~•~~
- ~~•~~
- ~~• Review specified shop drawings or product submittals for the civil portions of the work.~~
- ~~•~~
- ~~• Prepare record drawings from a clean set of contractor-provided red line markups of the approved Final Design Drawings, issued for construction.~~
- ~~• Support the Port with the final project closeout.~~

D. ASSUMPTIONS & CLARIFICATIONS

- Scope of work and fees are based on a ~~1426~~-month schedule for project completion [to 90% Construction Documents](#). If the project is delayed beyond the ~~1425~~ months, an adjustment to associated fees shall be negotiated.
- ~~• Task 2 and portions of Task 1 will be completed prior to starting Task 3. If project limits, design understanding, or design requirements outside of what was identified in this scope and the RFP, Tasks 1 and 3-7 scope and fee will be updated to match the direction the Port chooses.~~
- All permit fees and agency charges will be paid by others.
- Major design changes and coordination will have been addressed and all comments will have been provided to the design team by the Port and other stakeholders by the start of 90% design.
- ODOT review will primarily focus on improvements at the intersection of Riverside Road and N 1st Street within ODOT right of way and the potential traffic impacts to the nearby I-84 interchange during construction.

- A signed and sealed boundary and topographic survey will be provided by the Owner.
 - At a minimum, the boundary survey shall reflect established and/or retraced property lines, right-of-way lines, and easements in accordance with boundary law principles. The boundary survey shall reference information utilized in the retracement including found monuments, survey control points (with x,y,z values), and the source for easements shown.
 - At a minimum, the topographic survey should be based on an actual field survey performed on the ground and include all existing surface features, a DTM surface with 1-foot contour intervals, utility line locations/sizes/materials/invert elevations (field observed and measured), trees (6-inches and larger diameter at breast height). The survey shall be in AutoCAD format and include all collected data points.
- Floodplain, wetland or environmental work is not included in this proposal. Remediation for contaminated soil, if required, will be done by others.
- Necessary testing and inspections during construction will be provided by others.
- All value engineering efforts are completed and resolved prior to the commencement of the 90% construction document phase.
- A post-construction survey of as-built conditions is not included in this proposal.
- Stormwater management will not trigger review by the Army Corps of Engineers or Oregon Department of State Lands.
- City of Hood River standards and specifications will be used and special provisions will be provided by the design team.

E. OPTIONAL SERVICES

Should any of these services be required for this project, a mutually agreed upon scope and fee will be negotiated at such a time.

- Preparation of special studies (i.e., water system modeling, storm drain system modeling outside our scope of work, detailed downstream analysis, traffic impact analysis, etc.).
- Multiple reviews and coordination of third-party surveys.
- Supplemental surveying services necessary for completeness.
- Design of incidental site structures (i.e., stairs, fences and gates, structural retaining walls greater than 4-feet, railings, bridges, etc.).
- Excavation shoring.
- Additional Construction Administration services beyond those identified in Task 6 and 7, such as attendance at weekly construction meetings are not included.
- Services related to future facilities and improvements.
- Design of water capture/reuse systems, pump stations, sump pumps, or force mains for sanitary sewer or storm drainage systems if required.
- Assistance in determining System Development Charges (SDCs) and utility connection fees.
- Participation in the public information or planning process (including attending City Council meetings, public hearings, hearing examiner meetings, public open houses and local association meetings) unless otherwise specifically identified in this scope of work

SCOPE OF SERVICES

RE: Port of Hood River – E Anchor Way, N 1st St

Exhibit A

January 18, 2024

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- Preparation of phased or multiple-packaged construction documents.
- Design of systems to comply with or obtain LEED certification, including preparation of LEED documentation and addressing review comments from the USGBC.
- Redesign of civil items following completion of the construction document phase (or early site package phase) as a result of site and building plan changes or unforeseen existing conditions.

F. ANTICIPATED SCHEDULE

It is anticipated that the following schedule will be maintained.

| Task | Start | End |
|-------------------------------------|------------|------------|
| Contract Negotiations | 5/16/2023 | 7/18/2023 |
| Project Research and Evaluation | 7/18/2023 | 10/16/2023 |
| Basis of Design | 10/2/2023 | 10/16/2023 |
| Presentation to the Port Commission | 10/16/2023 | 10/16/2023 |
| Geotechnical Investigations | 2/2024 | 3/2024 |
| 30% Schematic | 1/2024 | 4/2024 |
| Review | 4/2024 | 5/2024 |
| 60% Detailed | 5/2024 | 8/2024 |
| Review | 8/2024 | 9/2024 |
| 90% Design | 9/2024 | 2/2025 |

G. PROPOSED FEES

Refer to ASR1 Cover Sheet for proposed fee modifications associated with the scope changes identified above.

H. PROJECT LIMITS



Fee Estimate for
Design and Engineering Services for 2nd St Roundabout First Street Realignment
Port of Hood River

Original Fee - POHR First Street Project

| Project Tasks | | KPFF | | WM | | DKS | | GRI | | Team Totals | | | |
|---------------|---|-------------|----------------------|------------|---------------------|------------|---------------------|------------|---------------------|-------------|----------------------|---------------------|----------------------|
| No | Description | Subtotals | | Subtotals | | Subtotals | | Subtotals | | Hours | Labor Amount | Expenses | Subtotal |
| | | Hours | Firm Subtotal | Hours | Firm Subtotal | Hours | Firm Subtotal | Hours | Firm Subtotal | | | | |
| 1 | Project Management (# months) | 221 | \$ 37,500.08 | 31 | \$ 4,340.00 | 32 | \$ 5,980.00 | 0 | \$ - | 284 | \$ 47,820.08 | \$ 200.00 | \$ 48,020.08 |
| 1.1 | Project Coordination | 72 | \$ 11,456.07 | 4 | \$ 440.00 | 26 | \$ 4,780.00 | 0 | \$ - | 102 | \$ 16,676.07 | \$ - | \$ 16,676.07 |
| 1.2 | Project Schedule | 18 | \$ 3,378.54 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 18 | \$ 3,378.54 | \$ - | \$ 3,378.54 |
| 1.3 | Meetings | 131 | \$ 22,665.47 | 27 | \$ 3,900.00 | 6 | \$ 1,200.00 | 0 | \$ - | 164 | \$ 27,765.47 | \$ 200.00 | \$ 27,965.47 |
| 2 | Site Evaluation and Data Collection | 125 | \$ 22,265.18 | 89 | \$ 10,090.00 | 131 | \$ 22,300.00 | 0 | \$ - | 345 | \$ 54,655.18 | \$ 2,158.16 | \$ 56,813.34 |
| 2.1 | Data Collection | 125 | \$ 22,265.18 | 89 | \$ 10,090.00 | 16 | \$ 2,840.00 | 0 | \$ - | 230 | \$ 35,195.18 | \$ 2,158.16 | \$ 37,353.34 |
| 2.2 | Traffic Analysis | 0 | \$ - | 0 | \$ - | 10 | \$ 2,840.00 | 0 | \$ - | 16 | \$ 2,840.00 | \$ - | \$ 2,840.00 |
| 2.2.1 | Background Review and Research | 0 | \$ - | 0 | \$ - | 5 | \$ 1,130.00 | 0 | \$ - | 7 | \$ 1,130.00 | \$ - | \$ 1,130.00 |
| 2.2.2 | System Performance and Alternatives Analysis | 0 | \$ - | 0 | \$ - | 2 | \$ 11,290.00 | 0 | \$ - | 68 | \$ 11,290.00 | \$ - | \$ 11,290.00 |
| 2.2.3 | Findings and Recommendations | 0 | \$ - | 0 | \$ - | 24 | \$ 4,200.00 | 0 | \$ - | 0 | \$ 4,200.00 | \$ - | \$ 4,200.00 |
| 2.2.4 | ICE Evaluation(ASR 1) | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | \$ - | \$ - |
| 3 | Design Engineering | 820 | \$ 135,275.75 | 360 | \$ 38,310.00 | 202 | \$ 35,570.00 | 159 | \$ 27,225.00 | 1541 | \$ 236,380.75 | \$ 22,252.00 | \$ 258,632.75 |
| 3.1 | Geotechnical Site Investigation | 8 | \$ 1,458.50 | 0 | \$ - | 0 | \$ - | 151 | \$ 25,945.00 | 159 | \$ 27,403.50 | \$ 12,252.00 | \$ 39,655.50 |
| 3.2 | Potholing Investigations (Up to 15 investigations) | 4 | \$ 664.64 | 0 | \$ - | 4 | \$ - | 0 | \$ - | 4 | \$ 664.64 | \$ 10,000.00 | \$ 10,664.64 |
| 3.3 | 30% Design | 116 | \$ 19,935.36 | 70 | \$ 7,940.00 | 40 | \$ 7,010.00 | 0 | \$ - | 226 | \$ 34,885.36 | \$ - | \$ 34,885.36 |
| 3.4 | 60% Design | 264 | \$ 42,770.73 | 92 | \$ 9,760.00 | 56 | \$ 9,775.00 | 0 | \$ - | 412 | \$ 62,305.73 | \$ - | \$ 62,305.73 |
| 3.5 | 90% Design | 257 | \$ 41,538.39 | 116 | \$ 11,990.00 | 78 | \$ 13,680.00 | 0 | \$ - | 451 | \$ 67,208.39 | \$ - | \$ 67,208.39 |
| 3.6 | 100% Design | 131 | \$ 22,126.41 | 82 | \$ 8,620.00 | 28 | \$ 5,105.00 | 0 | \$ - | 241 | \$ 35,851.41 | \$ - | \$ 35,851.41 |
| 3.7 | Utility Coordination | 40 | \$ 6,781.72 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 40 | \$ 6,781.72 | \$ - | \$ 6,781.72 |
| 3.8 | Geotechnical Design Services | 0 | \$ - | 0 | \$ - | 0 | \$ - | 8 | \$ 1,280.00 | 8 | \$ 1,280.00 | \$ - | \$ 1,280.00 |
| 4 | Stormwater Analysis | 58 | \$ 9,451.04 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 58 | \$ 9,451.04 | \$ - | \$ 9,451.04 |
| 4.1 | Hydrologic Modeling & Design | 39 | \$ 6,510.91 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 39 | \$ 6,510.91 | \$ - | \$ 6,510.91 |
| 4.2 | Drainage Report | 19 | \$ 2,940.13 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 19 | \$ 2,940.13 | \$ - | \$ 2,940.13 |
| 5 | Permitting Approvals | 110 | \$ 18,894.90 | 0 | \$ - | 9 | \$ 1,680.00 | 0 | \$ - | 119 | \$ 20,574.90 | \$ 200.00 | \$ 20,774.90 |
| 5.1 | City of Hood River | 78 | \$ 13,245.58 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 78 | \$ 13,245.58 | \$ 200.00 | \$ 13,445.58 |
| 5.2 | ODOT ROW | 32 | \$ 5,649.32 | 0 | \$ - | 9 | \$ 1,680.00 | 0 | \$ - | 41 | \$ 7,329.32 | \$ - | \$ 7,329.32 |
| 6 | Bidding | 100 | \$ 16,350.30 | 0 | \$ - | 8 | \$ 1,435.00 | 0 | \$ - | 108 | \$ 17,785.30 | \$ 100.00 | \$ 17,885.30 |
| 6.1 | Bidding | 100 | \$ 16,350.30 | 0 | \$ - | 8 | \$ 1,435.00 | 0 | \$ - | 108 | \$ 17,785.30 | \$ 100.00 | \$ 17,885.30 |
| 7 | Construction Administration | 284 | \$ 46,122.24 | 88 | \$ 8,940.00 | 39 | \$ 7,185.00 | 0 | \$ - | 411 | \$ 62,247.24 | \$ 1,700.00 | \$ 63,947.24 |
| 7.1 | Construction Administration | 284 | \$ 46,122.24 | 88 | \$ 8,940.00 | 39 | \$ 7,185.00 | 0 | \$ - | 411 | \$ 62,247.24 | \$ 1,700.00 | \$ 63,947.24 |
| | | | | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | \$ - | \$ - |
| | Totals | 1718 | \$ 285,859.49 | 568 | \$ 61,680.00 | 421 | \$ 74,150.00 | 159 | \$ 27,225.00 | 2866 | \$ 448,914.49 | \$ 26,610.16 | \$ 475,524.65 |
| | Equation Check | | | | | | | | | | | | |
| | Total Subconsultant Estimated Fees & Expenses: | | \$ 178,067.00 | | | | | | | | | | |
| | Subconsultant Markup: | | \$ 8,903.35 | | | | | | | | | | |
| | Total Estimated Fees and Expenses: | | \$ 484,428.00 | | | | | | | | | | |



Fee Estimate for
Design and Engineering Services for 2nd St Roundabout First Street Realignment
Port of Hood River

| ASR-1 Addition - POHR First Street Project | | | | | | | | | | | |
|--|---|------------|----------------------|-------------|---------------------|------------|---------------------|-----------|---------------------|-------------|----------------------|
| Project Tasks | | KPPF | | Walker Macy | | DKS | | GRI | | Team Totals | |
| No | Description | Hours | Firm Subtotal | Hours | Firm Subtotal | Hours | Firm Subtotal | Hours | Firm Subtotal | Hours | Subtotal |
| 1 | Project Management | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 1.1 | Project Coordination | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 1.2 | Project Schedule | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 1.3 | Meetings | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 2 | Site Evaluation and Data Collection | 0 | \$ - | 0 | \$ - | 37 | \$ 6,650.00 | 0 | \$ - | 37 | \$ 6,650.00 |
| 2.1 | Data Collection | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 2.2 | Traffic Analysis | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 2.2.1 | Background Review and Research | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 2.2.2 | System Performance and Alternatives Analysis | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 2.2.3 | Findings and Recommendations | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 2.2.4 | ICE Evaluation(ASR 1) | 0 | \$ - | 0 | \$ - | 37 | \$ 6,650.00 | 0 | \$ - | 37 | \$ 6,650.00 |
| 3 | Design Engineering | 460 | \$ 64,850.00 | 317 | \$ 34,650.00 | 400 | \$ 67,625.00 | 26 | \$ 19,118.00 | 1203 | \$ 186,243.00 |
| 3.1 | Geotechnical Site Investigation | 0 | \$ - | 0 | \$ - | 0 | \$ - | 8 | \$ 12,142.00 | 8 | \$ 12,142.00 |
| 3.2 | Potholing Investigations (Up to 15 investigations) | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 3.3 | 30% Design | 65 | \$ 10,000.00 | 85 | \$ 9,550.00 | 79 | \$ 13,805.00 | 0 | \$ - | 229 | \$ 33,355.00 |
| 3.4 | 60% Design | 175 | \$ 26,350.00 | 108 | \$ 11,820.00 | 220 | \$ 37,085.00 | 0 | \$ - | 503 | \$ 75,255.00 |
| 3.5 | 90% Design | 205 | \$ 28,500.00 | 124 | \$ 13,280.00 | 101 | \$ 16,735.00 | 0 | \$ - | 430 | \$ 58,515.00 |
| 3.6 | Final Plans | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 3.7 | Utility Coordination | 15 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 15 | \$ - |
| 3.8 | Geotechnical Design Services | 0 | \$ - | 0 | \$ - | 0 | \$ - | 18 | \$ 6,976.00 | 18 | \$ 6,976.00 |
| 4 | Stormwater Analysis | 20 | \$ 2,800.00 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 20 | \$ 2,800.00 |
| 4.1 | Hydrologic Modeling & Design | 12 | \$ 1,650.00 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 12 | \$ 1,650.00 |
| 4.2 | Drainage Report | 8 | \$ 1,150.00 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 8 | \$ 1,150.00 |
| 5 | Permitting Approvals | 75 | \$ 7,900.00 | 26 | \$ 2,400.00 | 2 | \$ 420.00 | 0 | \$ - | 103 | \$ 10,720.00 |
| 5.1 | City of Hood River | 35 | \$ 3,700.00 | 10 | \$ 900.00 | 0 | \$ - | 0 | \$ - | 45 | \$ 4,600.00 |
| 5.2 | ODOT ROW | 40 | \$ 4,200.00 | 17 | \$ 1,500.00 | 2 | \$ 420.00 | 0 | \$ - | 58 | \$ 6,120.00 |
| 6 | Bidding | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 6.1 | Bidding | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 7 | Construction Administration | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 7.1 | Construction Administration | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | Totals | 555 | \$ 75,550.00 | 343 | \$ 37,050.00 | 439 | \$ 74,695.00 | 26 | \$ 19,118.00 | 1363 | \$ 206,413.00 |
| | Total Subconsultant Estimated Fees & Expenses: | | \$ 130,863.00 | | | | | | | | |
| | Subconsultant Markup: | 5% | \$ 6,543.15 | | | | | | | | |
| | Total Estimated Fees and Expenses: | | \$ 212,956.15 | | | | | | | | |



Fee Estimate for
Design and Engineering Services for 2nd St Roundabout First Street Realignment
Port of Hood River

| ASR-1 Total - POHR First Street Project | | | | | | | | | | | |
|---|--|--------|---------------|-------------|---------------|-------|---------------|-------|---------------|-------------|---------------|
| Project Tasks | | KPF | | Walker Macy | | DKS | | GRI | | Team Totals | |
| No | Description | Hours | Firm Subtotal | Hours | Firm Subtotal | Hours | Firm Subtotal | Hours | Firm Subtotal | Hours | Subtotal |
| 1 | Project Management | 155 | \$ 26,320.06 | 22 | \$ 3,108.00 | 22 | \$ 4,186.00 | 0 | \$ - | 199 | \$ 33,614.06 |
| 1.1 | Project Coordination | 50 | \$ 8,019.25 | 3 | \$ 308.00 | 18 | \$ 3,346.00 | 0 | \$ - | 71 | \$ 11,673.25 |
| 1.2 | Project Schedule | 13 | \$ 2,364.98 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 13 | \$ 2,364.98 |
| 1.3 | Meetings | 92 | \$ 15,935.83 | 19 | \$ 2,800.00 | 4 | \$ 840.00 | 0 | \$ - | 115 | \$ 19,575.83 |
| 2 | Site Evaluation and Data Collection | 125 | \$ 22,463.34 | 89 | \$ 10,190.00 | 94 | \$ 30,810.00 | 0 | \$ - | 308 | \$ 63,463.34 |
| 2.1 | Data Collection | 125 | \$ 22,463.34 | 89 | \$ 10,190.00 | 16 | \$ 4,700.00 | 0 | \$ - | 230 | \$ 37,353.34 |
| 2.2 | Traffic Analysis | 0 | \$ - | 0 | \$ - | 10 | \$ 2,840.00 | 0 | \$ - | 10 | \$ 2,840.00 |
| 2.2.1 | Background Review and Research | 0 | \$ - | 0 | \$ - | 5 | \$ 1,130.00 | 0 | \$ - | 5 | \$ 1,130.00 |
| 2.2.2 | System Performance and Alternatives Analysis | 0 | \$ - | 0 | \$ - | 2 | \$ 11,290.00 | 0 | \$ - | 2 | \$ 11,290.00 |
| 2.2.3 | Findings and Recommendations | 0 | \$ - | 0 | \$ - | 24 | \$ 4,200.00 | 0 | \$ - | 24 | \$ 4,200.00 |
| 2.2.4 | ICE Evaluation(ASR 1) | 0 | \$ - | 0 | \$ - | 37 | \$ 6,650.00 | 0 | \$ - | 37 | \$ 6,650.00 |
| 3 | Design Engineering | 937 | \$ 151,384.34 | 504 | \$ 54,082.00 | 535 | \$ 90,602.00 | 178 | \$ 57,565.00 | 2154 | \$ 353,633.34 |
| 3.1 | Geotechnical Site Investigation | 6 | \$ 1,758.50 | 0 | \$ - | 0 | \$ - | 155 | \$ 49,759.00 | 161 | \$ 51,517.50 |
| 3.2 | Potholing Investigations (Up to 15 investigations) | 4 | \$ 10,664.64 | 0 | \$ - | 4 | \$ - | 0 | \$ - | 8 | \$ 10,664.64 |
| 3.3 | 30% Design | 141 | \$ 22,960.36 | 132 | \$ 14,843.00 | 105 | \$ 18,319.00 | 0 | \$ - | 378 | \$ 56,122.36 |
| 3.4 | 60% Design | 354 | \$ 54,150.73 | 170 | \$ 18,164.00 | 259 | \$ 43,948.00 | 0 | \$ - | 783 | \$ 116,262.73 |
| 3.5 | 90% Design | 377 | \$ 55,068.39 | 202 | \$ 21,075.00 | 167 | \$ 28,335.00 | 0 | \$ - | 746 | \$ 104,478.39 |
| 3.6 | Final Plans | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 3.7 | Utility Coordination | 55 | \$ 6,781.72 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 55 | \$ 6,781.72 |
| 3.8 | Geotechnical Design Services | 0 | \$ - | 0 | \$ - | 0 | \$ - | 23 | \$ 7,806.00 | 23 | \$ 7,806.00 |
| 4 | Stormwater Analysis | 66 | \$ 10,241.04 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 66 | \$ 10,241.04 |
| 4.1 | Hydrologic Modeling & Design | 43 | \$ 6,650.91 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 43 | \$ 6,650.91 |
| 4.2 | Drainage Report | 23 | \$ 3,590.13 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 23 | \$ 3,590.13 |
| 5 | Permitting Approvals | 158 | \$ 22,221.18 | 26 | \$ 2,400.00 | 8 | \$ 1,680.00 | 0 | \$ - | 192 | \$ 26,301.18 |
| 5.1 | City of Hood River | 94 | \$ 13,784.19 | 10 | \$ 900.00 | 0 | \$ - | 0 | \$ - | 103 | \$ 14,684.19 |
| 5.2 | ODOT ROW | 64 | \$ 8,436.99 | 17 | \$ 1,500.00 | 8 | \$ 1,680.00 | 0 | \$ - | 89 | \$ 11,616.99 |
| 6 | Bidding | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 6.1 | Bidding | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 7 | Construction Administration | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| 7.1 | Construction Administration | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| | Totals | 1440.2 | \$ 232,629.95 | 641 | \$ 69,780.00 | 660 | \$ 127,278.00 | 178 | \$ 57,565.00 | 2919 | \$ 487,252.95 |
| | Total Subconsultant Estimated Fees & Expenses: | | \$ 254,623.00 | | | | | | | | |
| | Subconsultant Markup: | 5% | \$ 12,731.15 | | | | | | | | |
| | Total Estimated Fees and Expenses: | | \$ 499,984.10 | | | | | | | | |