



**PORT OF HOOD RIVER COMMISSION**  
**MEETING AGENDA**  
**Tuesday, February 4, 2020**  
**Marina Center Boardroom**

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**3:30 P.M.**  
**Work Session**

1. Waterfront Development Real Estate Goals Discussion
    - a. Barman Property
    - b. Lot #1
- 

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

1. Call to Order
    - a. Modifications, Additions to Agenda
  2. Public Comment (5 minutes per person per subject; 30-minute limit)
  3. Consent Agenda
    - a. Approve Minutes of January 14, 2020 Regular Session (*Maria Diaz – Page 5*)
  4. Reports, Presentations and Discussion Items
    - a. Electric Car Sharing Project Update, Kelly Yearick, FORTH Mobility (*Genevieve Scholl – Page 11*)
    - b. Bridge 30-Year Capital Improvement Model Update (*Michael McElwee – Page 25*)
    - c. Bridge Replacement Update (*Kevin Greenwood, Page 28*)
      - i. Post-NEPA (Phase 2) Plan Discussion (*Kevin Greenwood, Page 35*)
      - ii. 2020 INFRA Notice of Funding Opportunity (*Kevin Greenwood, Page 41*)
    - d. Financial Report for the Six Months Ending December 31, 2019 (*Fred Kowell – Page 51*)
    - e. ConnectOregon VI Project Update (*Anne Medenbach – Page 61*)
    - f. Strategic Business Plan Schedule (*Genevieve Scholl – Page 63*)
  5. Director's Report (*Michael McElwee – Page 65*)
  6. Commissioner, Committee Reports
    - a. Airport Advisory Committee, January 23 – Streich, Everitt
  7. Action Items
    - a. Approve Appointment of John Benton, Larry Brown, and Svea Truax to the Budget Committee (*Fred Kowell – Page 75*)
  8. Commission Call
- 
9. Executive Session under ORS 192.660(2)(e) real estate negotiations and ORS 192.660(2)(h) legal consultation on current litigation or litigation likely to be filed.
  10. Possible Action
  11. Adjourn

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

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

Port of Hood River  
**Work Session**

**Barman & Lot #1 Properties**  
February 4, 2020

**AGENDA**

**I. Meeting Overview**

**II. Prior Commission Actions**

*Brief Overview of 2019 work session and other Board actions or directions to staff. Update of Port's anticipated capital funds in the next four years.*

**III. Development Approach**

*Discuss & prioritize the Commission's goals and vision for each property.*

**A. LOT #1 – CONFLUENCE BUSINESS PARK**

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• **Goals**

- *Increase Long-term Revenue*
- *Acceptable Risk Profile*
- *Reasonable Capital Investment Req'mt.*
- *Timeframe for Development Opportunity*
- *Other (See List)*

• **Preferred Development Type(s)**

- *Light Industrial (exist. Refinement Plan)*
- *Light Industrial (w/Office Commercial Zone Change)*
- *Recreation*
- *None (Hold for future)*
- *Unsure/Depends Upon.....*  
*(information needs or required tasks)*

• **Method**

- *None (hold for future)*
- *Stay with Current Preliminary Subdivision Plan*
- *Submit New Preliminary Subdivision Plan Application*
- *Seek Zoning Code Modification*
- *Other*

**Consensus:** \_\_\_\_\_

**B. BARMAN PROPERTY**

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*Primary Goals:*

- *Increase Long-term Revenue*
- *Acceptable Risk Profile*
- *Reasonable Capital Investment Req'mt.*
- *Timeframe for Development Opportunity*
- *Other (See Other Goals)*

• *Preferred Development Type(s)*

- *Mixed Use*
- *Office Commercial*
- *Hotel*
- *Elderly Housing*
- *Retail*
- *None (Hold for future)*
- *Unsure/Depends Upon...*  
*(information needs or required tasks)*

• *Method*

- *None (hold for future)*
- *Immediate Negotiation*
- *RFP/RFQ*
- *Other*

**Consensus:** \_\_\_\_\_

ADJOURN

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**Other Goals Discussed/Identified by Commission & Staff:**

- *Fills a Market Need*
- *Immediate Opportunity*
- *Portfolio Diversity*
- *Development Catalyst*
- *Community Support*
- *Contribution to Urban Form*
- *Impact on Transportation System*
- *Impact to View Corridor*

**Port of Hood River Commission**  
**Meeting Minutes of January 14, 2019, Regular Session**  
**Marina Center Boardroom**  
**5:00 pm.**

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

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**5:00 pm.**  
**Regular Session**

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

**Absent:** Fred Kowell- via phone

**Media:** None

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

- a. Strategic Business Plan Update Schedule and Survey Final review report presented by Genevieve Scholl instead of Ann Presentin
- b. Correction- Action item (b) amount change to \$32,400
- c. Action Item (c) presented by Michael McElwee

**2. PUBLIC COMMENT**

a. Chris Robuck, Hood River resident, addressed the Commission concerning the Airport construction plan and ConnectVI project. Robuck holds that jet fuel expansion only serves the private companies and not the community. Robuck also presented a list of solutions for airport noise impacts, which she stated were developed by a group of local residents. Robuck suggested the Port stop all expansion and construction activities at the airport, involve residents in data gathering, pursue a list of solutions compiled by residents, enable a direct conversation between commissioners and residents, and lastly, do not campaign against residents. Robuck stated the Port deflects or ignores complaints.

**3. CONSENT AGENDA:**

- a. Approve Minutes of December 17, 2019, Regular Session
- b. Approve Road Access Agreement Template for Airport Farm Access
- c. Approve Land Lease with CPA Industries for Agricultural Land at the Airport
- d. Approve Contract with Siegel Consulting for Financial Analysis Services Related to Strategic Business Plan Preparation Not to Exceed \$15,000
- e. Approve Accounts Payable to Jaques Sharp in the amount of \$7,580

**Motion:** Move to Approve Consent Agenda

**Move:** Streich

**Second:** Meriwether

**Discussion:** Commissioner Streich sought information regarding Airport's gate codes.

**Vote:** Unanimous

**4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:**

a. Insurance Renewal Presentation - Scott Reynier from Columbia River Insurance reviewed to commissioners the Property Casualty insurance premium, stating an expected increase of 11% as it relates to non-bridge assets, which is covered by SDIS. Reynier noted the reasons for the increase were linked to budgetary and property value increases. President Everett sought information that verified property appraisal. Reynier noted the results are not inconsistent with other agencies and their

properties in the last two years. Reynier stated SDIS is unmatched with other providers for the Port's capacity. Reynier assured the Commission that proposed renewal did not present any concerns nor did he see any element of the policy lacking. Reynier noted the forecast evaluation for the bridge depends on the Port and the carrier reaching a point of agreement on an accurate appraisal value of what it would take to replace the bridge. Reynier noted the current evaluation is not the real replacement cost. Reynier reviewed the new program to increase the value of the bridge, extending the period of indemnity for revenue and a three-year business interruption period. Reynier shared an email from David Hearn for Durham & Bates's, noting the AVC (Actual Cash Value) components.

**b. Strategic Business Plan Update Schedule and Survey Final Review** – Genevieve Scholl provided the updated calendar for the Strategic Business Plan development process, including the current schedule of regular Commission Meetings, recommended public input steps, and the annual budget planning process.

**c. Airport Noise Strategy** - Anne Medenbach reiterated the airport noise issue is a process and reviewed the actions taken by the Port and the FBO to date from 2017 regarding this issue. Medenbach reported several options to implement to lower the general noise: require modification of aircraft including adding mufflers or new props, requesting restricted pattern or varying pattern work, and potential aircraft type restrictions based on decibel level. She discussed how to track the number of operations from tenants and decibel trackers that can be used as base data starting this summer. Medenbach noted that all public input, data and strategies will be presented to the Commission in upcoming meetings.

**d. ConnectOregon VI Project Update** - Medenbach reported the Connect VI project is over budget by \$573,000 due to delays in the permitting process and additional changes to the plan required for permit. Medenbach noted that in the past, options to request funding or to reduce the scope of work to close the gap on the budget was not feasible. However, she said she had recently received communication from ODOT that they would consider a reduction in the scope of work. Medenbach noted the jet fuel component, estimated at \$340,000, could potentially be taken out from the project scope. Medenbach reported ODOT had not granted the reduction of work at this time. If modification is allowed, Medenbach will present to Commission with an amendment to the project.

Medenbach suggested making a new funding request to the Oregon legislature for the remaining \$230,000. She highlighted that if granted these two options, the Port's share of the project budget would remain the same as the original 2016 Grant Project with ODOT. Medenbach emphasized that if funding from the legislature were realized, the Port could continue to work on the Connect IV project as well as the fuel farm component, but also emphasized other budget alternatives if funding was not possible.

**e. FY 2019-2020 Executive Director Work Plan Update** - Michael McElwee provided a review of the updated FY 2019/20 Executive Director Work Plan, noting that under the Real Estate Development and Planning Section, he recommended a Work Session to discuss the Commission's objectives in regard to the Barman Property. McElwee noted two items he believed were no longer relevant in the remaining six months of the Work Plan; (d). Prepare a Disposition and Development Policy for Commission review and discussion, and (f). Prepare a City/Port Public Improvement Development Agreement for Commission review in the Confluence Business Park (Lot 1) section. McElwee recommended adding items to evaluate subdivision configurations that reflect the optimum infrastructure phasing approach and discuss with the Planning Dept. staff and present to the Commission. Consensus to remove item (d), item (f), adding Work

Session after developed sketch level analysis. Consensus work on DDA under next year's work plan. Under the Waterfront Recreation, McElwee noted the work with OSMB for long-term upgrades to the Transient Boat Dock area on hold due to funding and re-structure of the parking area. Items (3) removed from Work Plan due to cost/benefit analysis.

**f. Bridge Replacement Update** - Kevin Greenwood reported on the Preliminary Navigation Evaluation and noted the Coast Guard finalized the determination and highlighted the only concern was the determination period allowed. Greenwood discussed the Coast Guard efforts to request to headquarters a more extended determination period to the Bridge Replacement Project. Greenwood also noted the proposed bridge alternative EC-1 would not be Coast Guard permissible, limiting the options available to the project. Greenwood noted the work done to develop different scopes of work Post NEPA phase. Greenwood noted upcoming events on his schedule; outreach to the Confederated Tribes of the Umatilla Indian Reservation, Hood River County presentation in February, attending the PNWA Mission to Washington DC conference along with Commissioner Chapman, and a Bi-State Meeting. Greenwood reported issues with Section 106 work particular to the tribal outreach. Greenwood highlighted some progress with the Umatilla, with two future meetings to present to their sub-committees. Greenwood reported on the lobbying team meeting in which the team identified what each lobbyist could achieve in regard to funding. Greenwood advised he is working on a schedule to identify monetary appropriations. He also highlighted 15% engineering scope of work and Governance Structure as two main components to the bridge replacement project.

**5. Directors Report-** Michael McElwee noted two attachments, agendas for the Spring Planning Budget Meeting and the Joint Meeting with Port of Cascade Locks scheduled for January 30, 2020. McElwee briefly reviewed content for the planned real estate work session to discuss the Barman property and Lot 1. McElwee reported completion of the roof patchwork at the Jensen Building and noting tenants are happy with the work. McElwee reported BreezeBy issue of the multiple charges had been identified, and refunds had been applied to the accounts of all affected customers.

**6. COMMISSIONER, COMMITTEE REPORTS:**

a. None

**7. ACTION ITEMS:**

**a. Approve Bridge Insurance Policy; underwritten by ACE USA and brokered by Durham & Bates.**

**Motion:** Approve Bridge Insurance Policy-underwritten by ACE USA and brokered by Durham & Bates.

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

**b. Approve SDIS Insurance renewal for Property and Casualty Coverage.**

**Motion:** Approve SDIS Insurance renewal for Property and Casualty Coverage.

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

**c. Authorize Contract with Mantle Industries for Purchase of Nichols Basin Dock Components Not to Exceed \$12,498**

**Motion:** Authorize Contract with Mantle Industries for Purchase of Nichols Basin Dock Components Not to Exceed \$12,498.

- Move: Chapman
- Second: Meriwether
- Discussion: None
- Vote: Unanimous

**d. Ratify Contract with Brown Roofing for Toll House Siding and Roofing Project Not to Exceed \$94,565**

**Motion:** Ratify Contract with Brown Roofing for Toll House Siding and Roofing Project Not to Exceed \$94,565

- Move: Meriwether
- Second: Streich
- Discussion: None
- Vote: Yea- 4, Nay-1 (Sheppard votes Nay).

**e. Approve Contract with DKS for Waterfront Traffic Analysis Not to Exceed \$15,000**

**Motion:** Approve Contract with DKS for Waterfront Traffic Analysis Not to Exceed \$15,000

- Move: Meriwether
- Second: Streich
- Discussion: None
- Vote: Unanimous

**f. Emergency Declaration and Authorization to Enter into a Contract to Remove Damaged Guardrails and Install New Guardrails on the Port’s Interstate Bridge**

**Motion:** Emergency Declaration and Authorization to Enter into a Contract to Remove Damaged Guardrails and Install New Guardrails on the Port’s Interstate Bridge

- Move: Meriwether
- Second: Chapman
- Discussion: None
- Vote: Unanimous

**8. COMMISSION CALL: None.**

**9. EXECUTIVE SESSION:** President John Everitt recessed Regular Session at 8:26 pm to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

**10. POSSIBLE ACTION: None.**

**11. ADJOURN 9:10 pm.**

**Motion:** Motion to adjourn the meeting.



Vote: Unanimous  
**MOTION CARRIED**

The meeting adjourned at 9:35 pm.

Respectfully submitted,

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

**ATTEST:**

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

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

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# Commission Memo

Prepared by: Genevieve Scholl  
Date: February 4, 2020  
Re: CRUSE Project Update – Forth Mobility



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Kelly Yearick, project manager for FORTH Mobility, will attend the meeting to provide an update on the EPA-funded electric car sharing project. The Hood River City Council approved an agreement with FORTH during their January meeting. That agreement is attached for reference.

**RECOMMENDATION:** Informational.

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## PARTNER AGREEMENT

This Partner Agreement (the "**Agreement**"), effective as of January 14, 2020 (the "**Effective Date**"), is by and between Forth, an Oregon nonprofit corporation ("**Forth**" or "**Client**" or "**Corporation**"), and The City of Hood River, a "**Partner**". Forth and Partner will be referred to individually as a "**Party**" and collectively as the "**Parties**."

Forth has entered under Award Number DE-EE0008882 into an Agreement with the Office of Energy Efficiency and Renewable Energy ("EERE"), an office within the United States Department of Energy ("DOE"), to achieve the project objectives and the technical milestones and deliverables stated in Exhibit A, effective October 1, 2019. The success of this project will rely on the commitment of time and resources from community and third-party partners and Forth seeks to secure cost share commitments from the aforementioned Partner.

Forth desires to have a portion of the work under the Client Contract performed by Partner and Partner desires to perform such work.

### 1. Definitions.

**1.1** "Partner Property" means all Intellectual Property Rights that: (a) were in existence and owned by Partner before the Effective Date; or (b) are made or discovered by Partner after the Effective Date other than in connection with the Services provided under this Agreement.

**1.2** "Deliverables" means any tangible property, and any information inscribed on a tangible medium or stored in an electronic or other medium, that Partner creates, develops or provides, or is to create, develop or provide, under this Agreement as described in Exhibit B.

**1.3** "Developments" means: (a) all Deliverables; (b) all Intellectual Property Rights that are included in a Deliverable, or are otherwise disclosed to or created for Forth in connection with the Services; and (c) all related Intellectual Property Rights that are made, created, discovered, or reduced to practice in connection with this Agreement; provided, however, that the term "Developments" does not include any Partner Property.

**1.4** "Intellectual Property Rights" means all intellectual property rights, including patent rights, inventions, works of authorship, copyrights, moral rights, trademark rights, trade name rights, service mark rights, trade dress rights, trade secret rights, proprietary rights, privacy rights, and publicity rights, whether or not those rights have been filed or registered under any statute or are protected or protectable under applicable law.

**1.5** "Services" means the services listed in Exhibit B that Partner provides or is to provide under this Agreement.

### 2. Obligations of the Parties and Cooperation under the Client Contract.

**2.1** Partner's Obligations. Partner will fulfill its obligations under this Agreement, as set forth in Exhibit B, consistent with Forth's obligations under the Client Contract, which are described in Exhibit A (Statement of Project Objectives).

**2.2** Forth's Obligations. Forth will perform and complete all tasks and other obligations in the Client Contract and described in Exhibit A (Statement of Project Objectives), including the installation of electric charging stations at up to three parking spaces to be provided by Partner and

providing electric vehicles for those spaces. Forth shall also perform its obligations as stated in Exhibit B.

2.3 Cooperation. Partner will work cooperatively with Forth in performing the Services and will comply with all policies, practices, and other requirements as Forth may reasonably establish in connection with Forth's overall management and administration of the Project and Forth's fulfillment of its obligations under the Client Contract that are consistent with Partner's obligations set forth in Exhibit B.

3. **Engagement of Services.** Partner hereby agrees to perform the Services and provide the Deliverables as described in Exhibit B, all of which Partner will perform and provide in a timely and professional manner. Partner may not subcontract or otherwise delegate its obligations under this Agreement unless expressly approved in advance and in writing by Forth. Exhibit B may be adjusted at Forth's discretion based on changes by Client or evaluation by Forth of Partner's performance; however, Forth shall not unilaterally make any material changes to Partner's obligations set forth in Exhibit B without Partner's written agreement to such changes.

4. **Partner Relationship.** The Parties agree that neither Party is by this Agreement constituted or appointed the legal representative or agent of the other Party, and that neither Party has the right or authority to make directly or indirectly on behalf of the other Party any representation, warranty, guarantee, or commitment, or to assume, execute, or incur any liability or any obligation of any kind, whether express or implied.

Partner will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by Forth to its employees, and Forth will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on Partner's behalf. Partner will be responsible for, and will indemnify Forth against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Partner in connection with the performance of the Services will be Partner's employees or contractors and Partner will be fully responsible for them and indemnify Forth against any claims made by or on behalf of any such employee or contractor.

Partner will be free from direction and control over the means and manner of providing the Services, subject only to the right of Forth to specify the desired results. Partner will furnish any tools or equipment necessary for the performance of the requested Services, and Partner has the authority to hire and fire employees who perform the Services.

5. **Confidentiality.** The Parties acknowledge that, in connection with this Agreement, each Party (the "**Receiving Party**") may obtain Confidential Information of the other Party (the "**Disclosing Party**"). "**Confidential Information**" means any information that is treated as confidential by either party, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information does not include information that the Receiving Party can demonstrate by documentation: (w) was already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of the Disclosing Party; (x) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information; (y) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives; or (z) was received by the Receiving Party from a Third Party who was not, at the time, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information.

Such Confidential Information will not be used or disclosed by the Receiving Party except as specifically authorized, or as necessary to perform the Services. The Receiving Party agrees to keep such Confidential Information confidential and to accord such Confidential Information the same standards and procedures it uses to protect its own confidential business information (but not less than reasonable care), including limiting access to employees on a need-to-know basis and only after such persons have been informed of and bound to maintain confidentiality. Nothing in this Agreement will prohibit or restrict Receiving Party's right to develop, use, or market products or services similar to or competitive with those of the Disclosing Party as disclosed in the Confidential Information as long as it will not thereby breach this Agreement. Additionally, each Party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other Party to be disclosed in the Confidential Information.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it will, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

## **6. Ownership.**

**6.1 Partner Property.** Subject to Section 7.3 below, Partner will own all right, title, and interest in and to the Partner Property.

**6.2 Developments.** Partner hereby sells, assigns, and transfers to Forth exclusively all present and future right, title, and interest in the Developments and all related benefits, including all Intellectual Property Rights, so that upon execution of this Agreement all Developments and related benefits will immediately and automatically be the sole and absolute property of Forth. Partner will immediately disclose to Forth such Developments and assigns to Forth, without further compensation, any right, title, or interest that Partner may have or acquire in such Developments. Partner will execute all documents necessary to perfect Forth's right, title, and interest in such Developments and do all other things reasonably requested by Forth (both during and after the term of this Agreement) in order to vest more fully in Forth any and all ownership rights in those items hereby transferred by Partner to Forth.

**6.3 Forth and Client Materials.** As among Forth, Client, and Partner, Forth and/or Client are, and will remain, the exclusive owners of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Partner by Forth ("**Forth/Client Materials**"), including all Intellectual Property Rights therein. Partner will have no right or license to reproduce or use any Forth/Client Materials except solely during the Term to the extent necessary to perform its obligations under this Agreement. All other rights in and to the Forth /Client Materials are expressly reserved by Forth and Client. Forth may, at its option, require the return or destruction of all Forth /Client Materials.

**6.4 Work Product as Confidential Information.** The Developments are and will at all times remain the Confidential Information of Forth and are subject to all obligations and restrictions set forth in Section 6 with respect to such Confidential Information. Without limitation of such obligations or restrictions, Partner will not disclose to any third party the nature or details of any Developments without Forth's prior written consent.

**6.5 Moral Rights.** To the extent that the assignment of moral rights is prohibited or unenforceable under applicable law, Partner hereby waives all claims Partner may now or later have to Partner's moral rights in any Development.

**6.6 No Rights.** Nothing in this Agreement will be construed as granting to or conferring upon Partner any rights, title, interest, or license, in any Development or Intellectual Property Rights now owned or subsequently owned by Forth.

## **7. Term; Termination.**

**7.1 Term.** The term of this Agreement (the "**Term**") will begin on the Effective Date, and will continue in effect until it is terminated under this Section, or until Partner has performed and delivered all Services and Deliverables under this Agreement as described in Exhibit B for a period of three years, and Forth has accepted the same.

**7.2 Termination for Cause.** Either Party may terminate this Agreement for cause, upon written notice, effective immediately. For the purposes of this Section, "cause" includes the following conditions: (a) the other Party is in material breach of this Agreement, and such breach remains uncured for 30 days after written notice of the breach; (b) the other Party acts in a grossly negligent, reckless, wanton, or criminal manner; (c) a petition under any bankruptcy law is filed by or against the other Party; (d) a receiver is appointed for the other Party's assets; or (e) the other Party becomes insolvent or takes advantage of any insolvency or any similar statute.

**7.3 Termination for Other Reasons.** Either Party may terminate the Agreement by giving at least thirty (30) days written notice of intent to terminate, specifying the reason, and effective termination date.

**8. Indemnification.** Partner will indemnify, defend, and hold harmless Forth, its affiliates and their respective officers, directors, shareholders, employees, and agents (jointly and severally, the "**Forth Indemnitees**") from and against all claims, liabilities, costs, and expenses (including reasonable attorneys' fees) in any action, claim, or proceeding brought against them directly or indirectly by any other person for any actual or alleged: (a) infringement of any trademark, patent, copyright, right of privacy, publicity, name or likeness, or any other Intellectual Property Right of that other person, or misappropriation or unauthorized use or disclosure of any trade secret of another person, by Partner or any Deliverables or Services provided by Partner; (b) breach of any representation, warranty, or covenant in this Agreement by Partner; (c) intentional misconduct by Partner; and (d) violation of any applicable law by Partner, including any laws or regulations related to or governing the Services. Partner will not settle any claim without the Forth Indemnitees' prior written consent unless that settlement includes a full and final release of all claims against the Forth Indemnitees and does not impose any obligations on the Indemnitees.

Forth will indemnify, defend, and hold harmless Partner, its affiliates and their respective officers, directors, shareholders, employees, and agents (jointly and severally, the "**Partner Indemnitees**") from and against all claims, liabilities, costs, and expenses (including reasonable attorneys' fees) in any action, claim, or proceeding brought against them directly or indirectly by any other person for any actual or alleged: (a) breach of any representation, warranty, or covenant in this Agreement by Forth; (b) intentional misconduct by Forth; and (c) violation of any applicable law by Forth. Forth will not settle any claim without the Partner Indemnitees' prior written consent unless that settlement includes a full and final release of all claims against the Partner Indemnitees and does not impose any obligations on the Partner Indemnitees.

## **9. General.**

### **9.1 Governing Law; Jurisdiction.**

(a) This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of Oregon, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Oregon.



(b) Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Oregon in each case located in the city of Portland and County of Multnomah, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.

**9.2 Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder will be in writing and addressed to the Parties as follows (or as otherwise specified by a Party in a notice given in accordance with this Section):

Notice to Partner:	City of Hood River E-mail: w.norris@cityofhoodriver.gov Attention: Will Norris
Notice to Forth:	Kelly Yearick E-mail: kellyy@forthmobility.org

Except as otherwise provided in this Agreement, every notice, demand, request, or other communication will be deemed to have been given or served on actual receipt, or, if mailed, three days after such communication is mailed. Notwithstanding the foregoing, any notice mailed to the last designated address of any person or Party to which a notice may be or is required will not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or Party to which the notice is directed or the failure or refusal of such person or Party to accept delivery of the notice.

**9.3 Assignment.** Neither Party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent. However, Forth may, without Partner's consent, assign this Agreement to an affiliate or as part of a change of control.

**9.4 Entire Agreement; Amendments.** This Agreement, including all Exhibits, contains the entire agreement of the Parties with respect to the matters covered, and no other previous agreement, statement, or promise made by either Party to this Agreement that is not contained in the terms of this Agreement will be binding or valid. This Agreement, including any Exhibits, may be amended only in writing by both Parties to the Agreement.

**9.5 Successors and Assigns.** This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns

**9.6 Attorney Fees.** If any action is brought with respect to this Agreement or in any appeal from such action, the prevailing Party will be entitled to its reasonable attorney's fees as determined by the court or courts in which the action or appeal is tried or heard.

**9.7 Severability.** Each Party hereby agrees that each provision in this Agreement will be treated as a separate and independent clause, and the unenforceability of any one clause will in no way impair the enforceability of any of the other clauses in this Agreement. Moreover, if any provision of this Agreement is for any reason held to be void or unenforceable as written, the Parties intend that: (a) such provision of the Agreement be enforced to the extent permitted by law, and (b) the balance of the Agreement remain in full force and effect.

**9.8 Waiver.** No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**9.9 Equitable Relief.** Each Party agrees that any breach of Section 6 or Section 7 of this Agreement by the other Party will cause irreparable damage to the non-breaching Party and that, in the event of such breach the non-breaching Party will have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of the non-breaching Party's obligations under Section 6 or Section 7 of this Agreement.

**9.10 No Third Party Beneficiary.** Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the Parties, any right, remedy, or claim under or with respect to this Agreement.

**9.11 Interpretation.** Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "includes or including without limitation." The word "person" includes individuals, corporations, partnerships, limited liability companies, co-operatives, associations and other natural and legal persons. The word "will" is a synonym for the word "shall." All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. To the extent an exhibit is inconsistent or conflicts with any other portion of this Agreement, the terms of the exhibit will control. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted according to the fair meaning of its terms.

**Forth:**

**Forth**  
2035 NW Front Ave. #101  
Portland, OR 97209

**PARTNER:**

**City of Hood River**  
211 2<sup>nd</sup> Street  
Hood River, OR 97031

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name: Rachael Fuller

Title: City Manager

## Exhibit A

### Statement of Project Objectives

#### The Clean Rural Shared Electric Mobility Project (CRuSE)

#### A. OBJECTIVES

The objective of this project is to develop, demonstrate, and refine affordable, accessible, sustainable, and replicable mobility service enabled alternative fuel vehicle car sharing applications in rural Hood River, Oregon supported by dataset collection, analysis, sharing, and public dissemination of results.

#### B. SCOPE OF WORK

The project will be conducted in 3 budget periods:

**Budget Period 1: Project Initiation and Launch:** Consists of set up and management activities, pre-work needed to get plug-in electric vehicle (PEV) car sharing service operational at 5 sites, outreach and education, a grand opening for the PEV car sharing service, and follow-on activities, including refinements. Data collection and analysis as well as work on surveys will commence.

**Budget Period 2: Project Refinement:** Consists of project refinement, consumer engagement, education and outreach, marketing, development of a tiered pricing structure, continued data gathering and analysis, and the initial assessments of financial viability. Outreach to other Clean Cities Coalitions and conferences will begin, the on-line toolkit will be created, an interim report will be produced, and efforts will be focused on increasing usage among each market segment.

**Budget Period 3: Project Wrap-up and Results Dissemination:** Consists of project refinement, consumer engagement, education and outreach, marketing, development of app, continued data gathering and analysis, and a more refined approach re assessments of financial viability. Outreach to other Clean Cities Coalitions and conferences will continue, the on-line toolkit will continue to be updated, and efforts will be focused on refining the model of financial viability and producing a final case study. Technical assistance will be provided to other Clean Cities Coalitions interested in pursuing rural PEV car sharing.

#### C. TASKS TO BE PERFORMED

The following tasks will be conducted:

##### All Budget Periods

##### Overall Project Management and Planning

The Recipient will perform project management activities to include project planning and control, subcontractor control, financial management, data management, management of supplies and/or equipment, risk management, and reporting as required to successfully achieve the overall objectives of the project.

##### Task 0.0 – Project Management and Planning:

The Recipient shall develop and maintain the Project Management Plan (PMP). The content and organization of the PMP is identified in the Federal Assistance Reporting Checklist and Instructions. The initial PMP shall be provided within forty-five (45) days after award. The PMP will be updated and submitted as part of the continuation application prior to the initiation of each budget period. The Recipient shall manage and implement the project in accordance with the PMP.

**Task 0.1 – Kick-Off Meeting:**

The Recipient will participate in a project kickoff meeting with the DOE within 30 days of project initiation.

**Budget Period 1: Project Initiation and Launch**

**Task 1.1: Project Initiation**

**Task Summary:** Establishment of project structure and governance, project scope and project partner commitments.

**Task 1.2: Plan Operations**

**Task Summary:** Finalizing staffing, contracts, and training plans, as well as other operating policies and procedures.

**Task 1.3: Survey Requirements Identification and Design**

**Task Summary:** Design electric vehicle (EV) user survey questions, conduct transportation needs assessment, and collect input from community partners.

**Task 1.4: Establish Site Locations**

**Task Summary:** Based on results of Task 1.3 surveys, identify and secure access to the parking spaces from the site owner.

**Task 1.5: Secure Vehicles**

**Task Summary:** Finalize contract agreements and take possession of vehicles for use in the project.

**Task 1.6: Install Charging Stations**

**Task Summary:** Install charging stations at selected sites.

**Task 1.7: Site Preparation**

**Task Summary:** Site staff and program administrators will be trained on operating procedures for the platform and general EV use.

**Task 1.8: Plan Outreach and Promotion**

**Task Summary:** Finalize plans for project promotion as well as the project kick-off event to launch the pilot.

**Task 1.9: EV Car Share Data Analysis**

**Subtask Summary:** Develop data analysis scripts for the EV car share data and charging station data for assessments of energy efficiency of EV car sharing, mobility gains, economics, sustainability, and environmental impacts.

**Task 1.10: Implementation of Alternate Payment Methods on Platform**

**Task Summary:** Update of the software platform will commence to allow for multiple forms of payment for ride reservations.

**Task 1.11: Present on Project Findings to Date at Conferences and Workshops Across the Country**

**Task Summary:** Present project findings and successes at conferences and workshops to inform similar projects in other rural areas.

**Task 1.12: Host Regional Workshop for Project Partners and Clean Cities Coalition Members**

**Task Summary:** Host Clean Cities Coalition members to discuss the project and communicate best practices for application in other areas.

**Task 1.13: Project Refinement**

**Task Summary:** Review data that has been collected and analyzed so far to determine strategies for improving the project, in striving to achieve financial sustainability of the rural car sharing model.

Milestone	Type	Description
Transportation Needs Assessment Completed	Technical	Transportation Needs Assessment Completed
Sites Secured	Technical	Establish and secure site locations
Vehicles Secured	Technical	Take possession of vehicles for use in the project.
Charging Stations Installed	Technical	Install charging stations
Assets procured	Go/No Go	5 vehicles, 5 parking spaces, 5 charging stations secured and installed

**Continuation:** In accordance with the award terms and conditions, specifically the provision named “CONTINUATION APPLICATION AND FUNDING,” and the Go/No Go technical criteria outlined above, the Recipient is **NOT** authorized to proceed beyond Budget Period 1 without the Department of Energy (DOE) Contracting Officer’s written approval of acceptable technical progress associated with the Go/No Go technical criteria outlined above and the submission of a continuation application submitted no later than ninety (90) days prior to the end of the current Budget Period. If selected to continue into a subsequent Budget Period, the Recipient will continue to perform the overall tasks listed in this Statement of Project Objectives, or, adjusted tasks as deemed necessary and negotiated during the negotiation of subsequent continuation application(s). If the Recipient unilaterally decides to continue into the subsequent Budget Period prior to the DOE Contracting Officer’s written approval, all costs are incurred at the Recipient’s risk and no DOE funds may be utilized for such costs prior to the DOE Contracting Officer’s written approval of the technical Go/No Go criteria and continuation application.

**Budget Period 2: Project Refinement**

**Task 2.1: Present on Project Findings to Date at Conferences and Workshops Across the Country (Continued)**

**Task Summary:** Present project findings and successes at conferences and workshops to inform similar projects in other rural areas.

**Task 2.2: Host Regional Workshop for Project Partners and Clean Cities Coalition Members (Continued)**

**Task Summary:** Host key project partners and Clean Cities Coalition members to discuss the project and communicate best practices for application in other areas.

**Task 2.3: Project Refinement (continued)**

**Task Summary:** Review data that has been collected and analyzed so far to determine strategies for improving the project, in striving to achieve financial sustainability of the rural car sharing model.

**Task 2.4: Introduce Tiered Pricing Structure**

**Task Summary:** Develop an app functionality to allow for multiple pricing options.

**Task 2.5: Identify Clean Cities Coalitions for Technical Assistance**

**Task Summary:** Disseminate the results of the project to other Clean Cities Coalitions to encourage and inform replication of similar projects.

Milestone	Type	Description
On-Line Tool development initiated	Technical	On-Line Tool development initiated
Tiered Pricing Structure introduced	Technical	Tiered Pricing Structure introduced
Technical Assistance Initiated	Technical	At least three Clean Cities Coalitions to provide technical assistance are identified
Data review and analysis	Go/No Go	Review data that has been collected and analyzed so far to determine strategies to improve the project moving forward, to be documented and submitted

**Continuation:** In accordance with the award terms and conditions, specifically the provision named "CONTINUATION APPLICATION AND FUNDING," and the Go/No Go technical criteria outlined above, the Recipient is **NOT** authorized to proceed beyond Budget Period 2 without the DOE Contracting Officer's written approval of acceptable technical progress associated with the Go/No Go technical criteria outlined above and the submission of a continuation application submitted no later than ninety (90) days prior to the end of the current Budget Period. If selected to continue into a subsequent Budget Period, the Recipient will continue to perform the overall tasks listed in this Statement of Project Objectives, or, adjusted tasks as deemed necessary and negotiated during the negotiation of subsequent continuation application(s). If the Recipient unilaterally decides to continue into the subsequent Budget Period prior to the DOE Contracting Officer's written approval, all costs are incurred at the Recipient's risk and no DOE funds may be utilized for such costs prior to the DOE Contracting Officer's written approval of the technical Go/No Go criteria and continuation application.

**Budget Period 3: Project Wrap-up and Results Dissemination**

**Task 3.1: Present on Project Findings to Date at Conferences and Workshops Across the Country (Continued)**

**Task Summary:** Present project findings and successes at conferences and workshops to inform similar projects in other rural areas.

**Task 3.2: Host Regional Workshop for Project Partners and Clean Cities Coalition Members (Continued)**

**Task Summary:** Host key project partners and Clean Cities Coalition members to discuss the project and communicate best practices for application in other areas.

**Task 3.3: Project Refinement (continued)**

**Task Summary:** Review data that has been collected and analyzed so far to determine strategies for improving the project, in striving to achieve financial sustainability of the rural car sharing model.

**Task 3.4: Introduce a Spanish Language Version of Application**

**Task Summary:** Develop a Spanish language version of its software application to make it easier for non-English speakers to access the car share service.

**Task 3.5: Provide Technical Assistance to Three Other Clean Cities Coalitions**

**Task Summary:** Provide technical assistance to rural communities and Clean Cities Coalitions seeking to replicate this project in other contexts.

**Task 3.6: Wrap Up Pilot Project and Data Collection**

**Task Summary:** Bring the pilot project to a close.

**Task 3.7: Produce Final Case Study**

**Task Summary:** Develop a final report.

Milestone	Type	Description
Spanish Application Deployed	Technical	Spanish language version of Application introduced
Regional Workshops Completed	Technical	At least 3 Regional workshops for project partners and Clean Cities Coalition members hosted
Replicability and Best Practices Communication	Technical	Present on project findings to date at least 5 conferences and workshops across the country
Technical Assistance Completed	Technical	Provide hands-on technical assistance to at least three other Clean Cities Coalitions to implement similar car sharing projects

## Exhibit B

### **Partner agrees to the following conditions under this Agreement:**

Partner to commit an in-kind cost share of approximately \$19,657 within the timeframe outlined in this Agreement for a period not to exceed three years. This in-kind contribution is comprised of the following:

- Provision of up to three parking spaces to be dedicated throughout the project and outfitted with an electric vehicle charging station (costs to be covered by Forth). At the execution of this contract, two parking spaces will be reserved to be utilized by the project, with the third parking space being reserved as an option should it be needed. These two parking spaces are as follows:
  - The east-most parking space in the City Hall off-street parking lot (on 2<sup>nd</sup> Street between State Street and Oak Street)
  - Exact location to be determined upon site assessment to be completed during the initiation phase of the project.
- Staff time to assist with marketing and program administration
- Funds dedicated for car share rentals assuming the program can replace the City's need for a dedicated city administration fleet vehicle.
- The City of Hood River will have priority use of the vehicles placed on its property, ensured by the ability to reserve the vehicles up to seven days in advance and at least two days before the general public.
- Letter supporting evidence of cost share contribution for reporting each year

### **Corporation (Forth) agrees to the following conditions under this Agreement:**

Forth, as the primary recipient of the U.S. Department of Energy award, will oversee and implement all major project components including but not limited to:

- Reporting and documentation about project to USDOE as required
- Convening project partners throughout to provide project updates, solicit feedback and suggestions, and communicate next steps and project needs from partners
- Oversee implementation of project components (such as charging station installation and car share services) to be conducted by third party contractors to ensure alignment with community partner needs and expectations, troubleshooting and intervening as needed. The car sharing platform to be used, Envoy Technologies, will provide insurance over the vehicles and the drivers throughout the duration of the project.
- Coordinate with local partners to market and promote the project throughout the community and adjust strategies as needed
- Installation of charging stations and related infrastructure to serve the three parking spaces that Partner makes available under this Agreement.
- The provision of plug-in electric vehicles matching the number of spaces provided by the Partner.
- Other responsibilities as needed
- Upon the conclusion of the project, the Corporation will work with the Partner to transfer ownership of the charging stations to the Partner if it is desired by the Partner to maintain the infrastructure on its property. At this time, the Partner may request that the charging infrastructure be removed at the Corporation's expense and the property be restored to the condition as it was prior to removal, wear and tear not associated with removal excepted.



# Commission Memo

Prepared by: Michael McElwee  
Date: February 4, 2020  
Re: Bridge 30-Yr. Capital Maintenance Plan



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Each year, in conjunction with engineer Mark Libby of HDR Engineering, staff updates the Long-Term Capital Maintenance Plan (CMP) for the Hood River Bridge. The plan is intended to make sure the Port is anticipating the capital maintenance, inspection and maintenance tasks necessary to ensure the existing bridge can remain operational for the long-term if bridge replacement efforts are unsuccessful.

Since capital spending on the bridge is a significant component of the Port's annual budget, the CMP is a very important part of our annual budget process.

HDR has prepared the attached draft CMP update. Staff will update the Commission on current capital assumptions and projected costs. This will be discussed again as part of the annual budget process.

**RECOMMENDATION:** Discussion.

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## HOOD RIVER - WHITE SALMON BRIDGE

			SHORT TERM													LONG TERM																																
			FISCAL	FY 19/20				FY 20/21				FY 21/22				FY 22/23				23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45						
			CALENDAR	2019				2020				2021				2022				2023				24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45			
Bridge Component Group	Project (Scope of Work)	Expected Duration	Estimated Cost (2020 Dollars)	Gantt Chart																																												
Approach Structures	OR Approach Spans - Phase 1 Seismic	18 mos.	\$ 239,000																																													
	WA Approach Spans - Phase 1 Seismic	24 mos.	\$ 702,000																																													
	OR Approach Spans Replacement	24 mos.	\$ 847,000																																													
	WA Approach Spans Replacement	36 mos.	\$ 4,117,000																																													
Foundations (Subsurface)	Pier 6 & 8 Concrete Repairs	12 mos.	\$ 1,200,000																																													
	Substructure (Piers)	Pier Cap Concrete Rehabilitation	12 mos.	\$ 389,000																																												
Superstructure (Steel Trusses)	Aux Truss Conn Repairs	COMPLETED	\$ 400,000																																													
	Misc. Steel Repairs (w/ painting projects)	9 mos.	\$ 30,000																																													
	Misc Structural Repairs	COMPLETED	\$ 256,918																																													
	Lift Span - Phase 1 Seismic	24 mos.	\$ 1,752,000																																													
	OR Deck Truss Spans - Phase 1 Seismic	24 mos.	\$ 6,000,000																																													
Paint Systems	Bridge Painting - Lift Span	18 mos.	\$ 4,329,000																																													
	Deck Truss Repainting (4 projects)	48 mos.	\$ 29,600,000																																													
Deck Systems & Railing	Bridge Rail Replacement	18 mos.	\$ 2,730,000																																													
	Open Grid Steel Decking Replacement	24 mos.	\$ 10,523,000																																													
Lift Span M&E	Rehab Span Drive Motors & Control System	COMPLETED	\$ 376,000																																													
	Replace Rack&Pinion Shafts, C1 Couplings, Keys	COMPLETED	\$ 80,000																																													
	Rehab Live Load Supports	3 mos.	\$ 300,000																																													
	Replace Rack&Pinion Shafts, Couplings, Keys	3 mos.	\$ 250,000																																													
	Replace Counterweight Ropes	6 mos.	\$ 1,000,000																																													
Misc. Other	Comprehensive Signage Plan	COMPLETED	\$ 100,000																																													
	Security Cameras		\$ 35,000																																													
	Vandalism Repair		\$ 30,000																																													
Tolling Systems	Tolling System Hardware/Software Upgrades	COMPLETED	\$ 200,000																																													
	Violation Enforcement System	COMPLETED	\$ 415,000																																													
	Weigh-In-Motion System	6 mos.	\$ 415,000																																													

## Inspection & Maintenance Plan

			SHORT TERM													LONG TERM																																
			FISCAL	FY 19/20				FY 20/21				FY 21/22				FY 22/23				23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45						
			CALENDAR	2019				2020				2021				2022				2023				24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45			
Approach Structures	Embankment Sloughing at S. Abutment	3 mos.	\$ 25,000																																													
	OR Appr - Deck Overlay and Joint Repair	annual	\$ 10,000																																													
	WA Appr - Deck Overlay and Joint Repair	annual	\$ 20,000																																													
	Misc. Maintenance & Repairs	bi-annual	\$ 20,000																																													
Foundations (Subsurface)	ODOT Underwater Inspections (2-yr cycle)	3 mos.	\$ -																																													
	3D Scanning of Pier Foundations	COMPLETED	\$ 30,000																																													
	Underwater damage inspections	1 mos.	\$ 20,000																																													
	Pier Cap Maintenance	bi-annual	\$ 10,000																																													
Substructure (Piers)	Clean and Reset Bearings (4-yr cycle)	2 mos.	\$ 20,000																																													
Superstructure (Steel Trusses)	ODOT Routine & Fracture Critical Insp (2-yr cycle)	3 mos.	\$ -																																													
	Monitor/Repair Floorbeam Knee Brace Cracks	3 mos.	\$ 10,000																																													
Deck Systems & Railing	Grid Deck Crack Welding	Semi-annual	\$ 50,000																																													
	Replace Bolts & Guard Rail Segments	Annually	\$ 60,000																																													
Lift Span M&E	Counterweight Trunnion NDT (5-yr cycle)	2 mos.	\$ 40,000																																													
	Biennial M&E Inspections	1 mos.	\$ 62,000																																													
	In-depth Wire Rop Inspection (5-yr cycle)	1 mos.	\$ 40,000																																													
	Lubricate wire ropes	bi-annual	\$ 25,000																																													
	In-depth Insp of Primary Reducers (5-yr cycle)	2 mos.	\$ 45,000																																													
Misc. Other	Overweight Truck Enforcement Plan	4 mos.	\$ 25,000																																													
Tolling Systems	IDRIS controller Integration	COMPLETED	\$ 56,000																																													
	System Maintenance	Annually	\$ 85,000																																													
	ETC Hardware Warranty	Annually	\$ 42,000																																													
				\$ 70,000	\$ 1,704,000	\$ 1,482,000	\$ 434,000																																									

WORK IMPORTANCE KEY:	
Capital Impr	Insp & Maint
<b>Essential</b>	<i>Essential</i>
<i>Priority</i>	<b>Priority</b>
<i>Recommend</i>	<b>Recommend</b>

High probability of occurrence | required to continue safe and continuous bridge operation.  
 Medium to high probability | needed to prevent bridge service disruption.  
 Low to medium probability | needed to maintain operating efficiency and ensure safety.

Cumulative Totals	\$ 4,451,000	\$ 25,466,000	\$ 64,198,000	\$ 72,601,000	\$ 80,697,167	\$ 97,114,000
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## Hood River – White Salmon

## BRIDGE REPLACEMENT PROJECT

Project Director Report  
February 4, 2020

The following summarizes Bridge Replacement Project activities from Jan. 10 - 28, 2020.

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

Archaeological/Historic Properties Survey – Willamette Cultural Resources, one of the more well-known cultural resource consultants in the northwest, will be contracted to finish the Cultural Resources Report. They will also be contracted to complete the Level 2 work on the one archaeological site and then complete the report to ODOT/FHWA standards. ODOT is excited about the change.

With the help of the City of White Salmon, the one hold-out property owner has given the project permission to proceed with the Level 2 archaeological work.

Historic Properties Survey – AECOM is the new historic properties consultant that will be working to complete the next level surveys on 15 identified properties.

Ethnographic Survey – All documents have been executed and work is authorized to begin.

Bureau of Indian Affairs (BIA) Easement – Meetings with BIA to discuss impacts to fishing rights at the treaty fishing site. This could affect the current preferred alternative.

Confederated Tribes of the Umatilla Indian Reservation (CTUIR) – Met with Cultural Resources Committee (CRC) on Jan. 21. Port's involvement was appreciated, but the CRC requested that correspondence be through FHWA. Will be attending Fish & Wildlife Committee (FWC) on Feb. 11<sup>th</sup> to get feedback on the Biological Assessment (BA). Based upon the outcome of these meetings, the Project Team is hoping to get an invitation to meet with the Board of Trustees. The hope is that the project can incorporate any concerns from the CTUIR into the Supplemental Draft EIS and that no negative comments are received during the public comment period.

Other Tribal Outreach – The Siletz and Grand Ronde tribes have indicated that additional meetings will not be necessary. Roy Watters, ODOT Cultural Resources Officer, is attempting to schedule with the Cowlitz, Yakama, Warm Springs and Nez Perce. This has taken much longer than anticipated.

Biological Assessment (BA) – The agencies have asked for a draft construction schedule to be developed that shows how many in-water work periods will be necessary. This is an unbudgeted expense and will cost approx. \$10k for the additional work.

Budget Update – Included in the packet is an updated project budget. The new budget anticipates a June/July 2021 FEIS/ROD. A \$350k contingency remains in the \$5M budget and a

\$390k contingency remains in the WSP contract. Discussions have begun on the next Cost-to-Complete analysis.

#### **OTHER ITEMS**

- Continuing work on the 4Q 2019 ODOT Reimbursement request.
- Commissioner Chapman and Project Director will attend the Pacific NW Waterways Association conference in Washington DC in March.

#### **MEETING/OUTREACH SCHEDULE**

- CTUIR Cultural Resources Presentation, Pendleton, Jan. 21
- USACE Presentation, Jan. 22
- NEPA Coordination Meeting, Jan. 23
- NEPA Cultural Resources Meeting, Jan. 24
- Project Status Meeting, Jan. 24
- Gorge-ous Nights, Olympia, Feb. 5
- Klickitat County Transportation Committee Meeting, Feb. 5
- Hood River City Council Presentation, Feb. 10
- CTUIR Fish & Wildlife Presentation, Pendleton, Feb. 11
- NEPA Coordination Meeting, Feb. 13
- Hood River County Presentation, Feb. 18
- Gorge-ous Nights, Salem, Feb. 19
- NEPA Coordination Meeting, Feb. 27
- Cultural Resources Meeting, Feb. 28
- Pacific NW Waterways Mission to Washington DC, March 1-5

	L	S	AG	AH	AV	BK	BO	
1	DRAFT							
2	<b>BRIDGE REPLACEMENT PROJECT</b>							
3	within the BRIDGE R&R FUND							
4	1/31/2020 12:58							
5								L+S+AH+BK+BO
6	Completed	Completed	Adopted	Projection for	<b>RESOURCES &amp; REQUIREMENTS DESCRIPTION</b>	FY 20-21	FY 21-22	<b>PROJECT TOTAL (6/30/22)</b>
7	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year		Proposed By	Proposed By	
8	2017-18	2018-19	2019-20	2019-20		Project Director	Project Director	
34								
35					REQUIREMENTS			
36								
37	49,654	162,425	205,100	184,664	PERSONAL SERVICES	206,000	60,000	662,743
42								
43	178,189	1,297,908	1,895,000	1,353,550	MATERIALS & SERVICE	743,570	413,209	3,986,426
44	0	1,186,441	1,481,000	1,036,000	Professional Services - NEPA (WSP USA Inc.)	537,570	387,989	3,148,000
45	0	164,537	151,000	166,000	.....Task 1. Project Mgt.	102,024	0	432,561
46		113,932	114,000	116,000	.....Task 2. Public Involvement	26,664		256,596
47		0	0	0	.....Task 3. Project Delivery Coordination*	0		0
48		0	0	0	.....Task 4. Tolling/Revenue Coordination	0		0
49		427,582	438,000	507,000	.....Task 5. Environmental	315,668		1,250,250
50		216,133	459,000	247,000	.....Task 6. Engineering	33,097		496,230
51		117,114	25,000	0	.....Task 7. Transportation	12,163		129,277
52		127,076	55,000	0	.....Task 8. Permit Assistance*	25,615		152,691
53		0	0	0	.....Task 9. Contract Contingency	0	387,989	387,989
54	0	20,068	239,000	0	.....Task 0. Other (Direct Expenses)	22,339		42,407
55	123,803	52,354	70,000	43,000	Contracted Project Advisors	44,000	20,000	283,157
56	49,127	38,305	45,000	30,000	.....Procurement/Financial Advising (Siegel)	24,000	0	141,432
57	20,280	8,104	15,000	11,000	.....NEPA Advising (Otak)	18,000	0	57,384
58	37,740	2,040	5,000	0	.....Procurement/Delivery Advising (Clary)*	1,000	0	40,780
59	11,500	0	0	0	.....EIS RFP Services (SWRTC)	0	0	11,500
60	5,157	0	0	1,000	.....Pre-FEIS (WSP)			6,157
61		3,625	5,000	1,000	.....Cultural Resources Advising (Akana)	1,000	0	5,625
62	0	0	0	0	.....Preliminary Cost Estimate (Mott)			0
63		280	0	0	.....Other		20,000	20,280
64	0	22,500	280,000	188,000	Professional Services - Other Studies/Agency Review	90,000	0	300,500
65	0	20,000	135,000	0	.....Traffic/Tolling/Funding Study (Stantec)*	30,000	0	50,000
66	0	0	20,000	0	.....Project Delivery Analysis*	20,000	0	20,000
67		2,500	125,000	135,000	.....Government Agency Review	40,000		177,500
68	0	0	0	53,000	.....Miscellaneous Studies (Ethnographic)	0	0	53,000
69				50,000	Post-NEPA Activities (Governance Evaluation)	25,000		75,000
70	34,215	5,548	14,000	6,000	Legal	10,000	0	55,763
71	22,450	5,170	6,000	2,000	.....Local Counsel (Jaques Sharp)	6,000	0	35,620
72	11,765	378	8,000	4,000	.....Specialty Counsel (Schwabe)	4,000	0	20,143
73	0	0	0	0	.....State/Fed Agency Costs		0	0
74	812	3,093	20,000	3,500	Other Project Items	5,000	1,000	13,405
75	0	0	0	0	.....Initial Right-of-Way*	0	0	0
76	0	0	19,000	0	.....Project Delivery RFI/Support*	0	0	0
77	812	3,093	1,000	1,500	.....Advertising/Newspaper Notices	5,000	1,000	11,405
78	0	0	0	2,000	.....Other/Meeting Expenses		0	2,000
79	19,358	27,972	30,000	27,050	Administrative - Reimbursements, Office, Services, Suppl	32,000	4,220	110,600
80	1,680	1,045	2,600	800	.....IT Service	2,000	0	5,525
81	451	780	900	250	.....Phone/Internet Service	800	120	2,401
82	13,528	25,990	26,000	25,000	.....Reimbursements (lodging, travel, etc.)	28,800	4,000	97,318
83	3,069	157	500	200	.....Office Equip & Supplies	400	100	3,926
84	630	0	0	800	.....Other	0	0	1,430
85								
95	227,843	1,460,333	2,100,100	1,588,214	TOTAL EXPENSES	949,570	473,209	4,699,169
98								
99	0	0	225,000	0	CONTINGENCY	300,831	0	300,831
102					* non-NEPA/ODOT-eligible item			
103	227,843	1,460,333	2,325,100	1,588,214	TOTAL REQUIREMENTS	1,250,401	473,209	5,000,000

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*Ok to pay  
Kavanaugh  
Bridge Replacement*

1/24/2020  
\$89,816.30

**INVOICE**

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

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

Invoice Date: January 23, 2020  
Invoice No: 929746  
Project No: 80550A

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

Project Name: Hood River Bridge Replacement  
Project Manager: Angela Findley  
Customer Order No: 2018-01  
Invoice Description: Invoice 17 PE 31Dec19

**Services provided from December 01, 2019 to December 31, 2019**

**Summary of Costs  
by Top Task**

Task Number	Task Name	Contract Value	Current Invoice	Previously Billed	Total Billed To Date	Contract Balance	Percent Invoiced	Physical % Complete
0	Direct Expenses	\$42,406.93	\$3,698.99	\$26,166.99	\$29,865.98	\$12,540.95	70.43%	75.00%
1	Project Management	\$432,561.10	\$10,622.67	\$239,312.62	\$249,935.29	\$182,625.81	57.78%	58.93%
2	Public Involvement	\$256,595.91	\$435.10	\$141,762.41	\$142,197.51	\$114,398.40	55.42%	58.97%
3	Project Delivery Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
4	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
5	Environmental	\$1,250,249.74	\$66,198.55	\$760,552.43	\$826,750.98	\$423,498.76	66.13%	63.04%
6	Engineering	\$496,229.60	\$8,257.63	\$313,887.41	\$322,145.04	\$174,084.56	64.92%	69.15%
7	Transportation	\$129,277.02	\$0.00	\$129,168.35	\$129,168.35	\$108.67	99.92%	100.00%
8	Permit Assistance	\$152,690.70	\$603.36	\$137,400.18	\$138,003.54	\$14,687.16	90.38%	95.28%
9	Contract Contingency	\$387,989.00	\$0.00	\$0.00	\$0.00	\$387,989.00	0.00%	0.00%
Totals		\$3,148,000.00	\$89,816.30	\$1,748,250.39	\$1,838,066.69	\$1,309,933.31	58.39%	58.58%

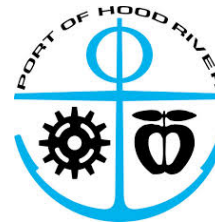
*I hereby certify that the charges invoiced are true and correct and include only such charges as were directly incurred in the performance of the work on the project, have not been previously submitted, and are in accordance with the terms and conditions of the Agreement.*

Angela Findley  
Project Manager

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# Commission Memo

Prepared by: Kevin Greenwood  
Date: February 4, 2020  
Re: Post-NEPA Plan Discussion



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As the National Environmental Protection Act (NEPA) phase of the Bridge Replacement Project is progressing toward completion in mid-2021. Planning for Post-NEPA Phasing, or “Phase 2” is becoming a priority for the Port and our local stakeholders. Initial progress is already being made through the convening of a Bi-State Replacement Group (BSRG).

Most of the decisions related to Phase 2 will require significant additional funding. Some may be contributed by the Port, depending on a number of factors including requirements of the existing bridge. However, it is unlikely that the Port will be able to fund Phase 2 alone. Therefore, staff seeks an initial Commission discussion about the objectives, tasks, estimated costs, funding sources, and timeline for Phase 2 activities.

The next BSRG meeting is scheduled for Feb. 19<sup>th</sup> at 9:00 a.m., where staff will be looking to further the discussion with local government partners. Attached for Commission review are 1) a conceptual project timeline and 2) draft joint letter of support to be signed by BSRG members.

**RECOMMENDATION:** Discussion.

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## CONCEPTUAL TIMELINE HOOD RIVER-WHITE SALMON INTERSTATE BRIDGE REPLACEMENT

DISCUSSION DRAFT: 1/24/2020

We are here

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
	3Q   4Q	1Q   2Q   3Q   4Q	1Q   2Q   3Q   4Q	1Q   2Q   3Q   4Q	1Q   2Q   3Q   4Q	1Q   2Q   3Q   4Q	1Q   2Q   3Q   4Q	1Q   2Q   3Q   4Q	1Q   2Q   3Q   4Q	1Q   2Q   3Q   4Q	1Q   2Q   3Q   4Q	1Q   2Q   3Q   4Q
PHASE 1	<b>PHASE 1 - NEPA - EIS</b>											
PHASE 2	<b>PHASE 2 - Governance / Project Development</b>											
PHASE 3	<b>PHASE 3 - Funding / Engineering</b>											
PHASE 4	<b>PHASE 4 - Pre-Construction</b>											
PHASE 5	<b>PHASE 5 - Construction - Demolition</b>											
	<ul style="list-style-type: none"> <li>• Agency/Stakeholder Outreach</li> <li>• Technical Study Updates</li> <li>• Re-evaluation of Prior Studies</li> <li>• Final EIS and Record of Decision (ROD)</li> <li>• Level 1 Traffic and Revenue (T&amp;R) Analysis</li> <li>• BUDGET: \$5M</li> <li>• DURATION: 30 months</li> </ul>											
	<ul style="list-style-type: none"> <li>• Governance Evaluation</li> <li>• 15% Engineering</li> <li>• Preliminary Financial Plan</li> <li>• Level 2 T&amp;R Study</li> <li>• Project Delivery Evaluation (Public v. P3)</li> <li>• BUDGET: \$8M</li> <li>• DURATION: 36 months</li> </ul>											
	<ul style="list-style-type: none"> <li>• 60% Engineering</li> <li>• Major Permits Obtained</li> <li>• Governance Established</li> <li>• Level 3 T&amp;R Study</li> <li>• Obtain Financial Advisor</li> <li>• Grant/Loan Applications Submitted</li> <li>• BUDGET: \$30M</li> <li>• DURATION: 36 months</li> </ul>											
	<ul style="list-style-type: none"> <li>• Finalize Permits</li> <li>• Finalize Engineering</li> <li>• Finalize Financing</li> <li>• Pre-Construction Contract</li> <li>• Establish New Toll Structure</li> <li>• Right of Way Acquired</li> <li>• BUDGET: \$5M</li> <li>• DURATION: 15 months</li> </ul>											
	<ul style="list-style-type: none"> <li>• Operations &amp; Maintenance Plan Developed</li> <li>• Construction Contract Awarded and Managed</li> <li>• BUDGET: \$300 +/-M</li> <li>• DURATION: 39 months</li> </ul>											

LEGISLATIVE SCHEDULE												
	2018	Long Session	Short Session	Long Session	Short Session	Long Session	Short Session	Long Session	Short Session	Long Session	Short Session	Long Session
OREGON	HB 2017 - \$5M for NEPA and P3 Authorities granted to POHR					Request \$95M allocation for Construction - (Full OR contribution)						
WASHINGTON			Request \$5M in funding for Phase 2, POHR pledge \$3M match	Request \$95M allocation for Construction - (Full WA contribution)								

We are here

page intentionally blank.

DRAFT: 1.24.20

[Hon. Addressee]  
 [Department]  
 [Address Line 1]  
 [Address Line 2]

March 1, 2020

RE: Regional collaboration for replacement of the Hood River-White Salmon Interstate Bridge

Dear [Addressee]:

The Hood River-White Salmon Interstate Bridge (HR-WSB) is a critical transportation facility providing access across the Columbia River to over 75,000 residents in Oregon and Washington. The existing HR-WSB, built originally in 1924, is functionally obsolete and nearing the end of its design life, with deficiencies that include narrow travel lanes with no shoulders, lack of bike/ped facilities, low load carrying capacity, substandard river channel navigation span, and vulnerability to a seismic event.

Our Locally, the bi-state region has worked cooperatively since the late 1990's to study the feasibility of a new bridge, Draft an Environmental Impact Statement (DEIS) and approve a Type, Size & Location (TSL) Study to plan for the replacement. In 2017, the Oregon legislature passed funding to complete the Final EIS. The Record of Decision (ROD) is expected in mid-2021.

A Bi-State Working Group was established to monitor the FEIS process, and there is political interest in preparing for the following phases. We continue to work together to ensure that the project's importance continues post-NEPA. This includes supporting efforts to obtain/review:

1. Governance Structures
2. Significant Engineering
3. Evaluating Financing Options including Public Private Partnerships
4. Appropriate Traffic and Revenue Studies

The undersigned representatives of local public agencies have pledged to work together to continue the pursuit of funding, statutory requirements, and other tasks necessary to make bridge replacement a reality. We look forward to working with your office to ensure this critical link in the region's transportation system remains unbroken.

Signed:

\_\_\_\_\_  
 David Sauter, Commission ~~Chair~~  
 Klickitat County (Wash.)

\_\_\_\_\_  
 Michael Oates, Commission Chair  
 Hood River County (Ore.)

\_\_\_\_\_  
 Marla Keethler, Mayor  
 City of White Salmon (Wash.)

\_\_\_\_\_  
 Kate McBride, Mayor  
 City of Hood River (Ore.)

\_\_\_\_\_  
 Betty Barnes, Mayor  
 City of Bingen (Wash.)

\_\_\_\_\_  
 John Everitt, Commission ~~President~~ Chair  
 Port of Hood River (Ore.)

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# Commission Memo



Prepared by: Kevin Greenwood  
 Date: February 4, 2020  
 Re: INFRA Grant Application

USDOT issued the Notice of Funding Opportunity for the 2020 round of The Infrastructure For Rebuilding America (INFRA) last month with a quickly approaching due date of February 25. Engineering and other pre-construction tasks are eligible for funding, though the program grants preference to construction projects. There is a \$5 million minimum request amount and that cannot be more than 60% of the total project cost (\$8.33 million). That amount would complete approximately 15-20% design. A local contribution of \$3.33 million would be required. An updated Benefit Cost Analysis would be required, and staff has reached out to Todd Chase from FCS Group to produce an update to the BCA he prepared for the project in 2017. FCS Group has a successful track record working on similar applications. Commission input is sought on whether to develop and application for funding. Listed below are staff-identified pros and cons on submittal.

PROS	CONS
Shows that the Port is actively pursuing funds	\$8,800 Cost for Exhibits/Analysis
Will be in DC to advocate	Would require \$3.3M likely from tolls
Feedback is available for unsuccessful applications	Very competitive (>5% success rate)
Funds would be available in 2021	Short preparation period
Experienced staff/consultants in grant preparation	New provisions since 2017 FASTLANE application
Materials on-hand to prepare application	
Leverages Feb. 2018 toll increase for bridge replacement	
Rep. Walden may be in a good position to advocate on Port's behalf	

**RECOMMENDATION:** Discussion.

Potential actions:

Authorize application for 2020 INFRA grant program to fund portions of Phase 2 of the bridge replacement project.

Authorize contract with FCS Group for Benefit Cost Analysis to support 2020 INFRA grant application, not to exceed \$9,000 plus reasonable reimbursable expenses.

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Oregon Headquarters  
4000 Kruse Way Place  
Building 1, Ste. 220  
Lake Oswego, OR 97035

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January 29, 2020

Michael McElwee, Director  
Port of Hood River  
1000 E. Port Marina Drive  
Hood River, OR 97031

**Subject: INFRA Benefit-Cost Analysis and Grant Assistance**

Dear Mr. McElwee,

FCS GROUP is pleased to assist the Port with the 2020 INFRA grant application for the minimum “small” grant request of \$5 million. We are prepared to work with you to prepare the economic cost/benefit analysis. The detailed work scope, schedule and budget assumptions are provided within.

FCS GROUP’s transportation funding qualifications includes preparation of state and federal grants, performing benefit-cost analysis, fiscal and economic analysis, public/private funding strategies, and development of local impact fees, transportation benefit districts, local improvement districts, and special assessment areas. FCS GROUP has successfully completed the following grant projects.

- 2017 & 2018 TIGER and FAST BCA analysis for Port of Hood River
- 2019 INFRA BCA and grant assistance for Port of Morrow
- 2019 INFRA grant review for ODOT/City of Bend
- 2018 INFRA BCA and grant assistance for Port of Neah Bay
- 2015 TIGER Grant Application, Port of Newport
- 2015 TIGER Grant Application, Port of St. Helens
- 2015 TIGER Grant Application, Port of Astoria
- 2014 TIGER and EDA Grant Applications, Port of Garibaldi

These and other projects, led by FCS GROUP have resulted in over \$100 million in federal grants awarded to local jurisdictions. This assignment will be led by Todd Chase, Principal with 30+ years of experience in transportation funding. Todd will be assisted by FCS GROUP’s analysts in Oregon.

FCS has reviewed the 2020 INFRA requirements and have identified changes and key considerations for your submittal (Exhibit A). The attached work scope, budget and schedule (Exhibit B) is intended to meet your needs. If you have any questions, please call me at 503.374-0676.

Respectfully submitted,

FCS GROUP

Todd Chase, AICP, LEED  
Principal

## EXHIBIT A

### 2020 INFRA Grant Guidelines and Changes

In general, the current federal Administration continues to emphasize project delivery using INFRA funds to leverage “funding partnerships” for projects that improve safety and transportation reliability. The FY 2020 INFRA competition advances the same themes of supporting economic vitality, leveraging federal funding, innovation, and performance and accountability that were pioneered in the first INFRA competition.

**The Department has added, as a factor in the economic vitality evaluation, whether the project primarily serves freight and goods movement, and if the project is consistent with the Rural Opportunities to Use Transportation for Economic Success (ROUTES Initiative); and now will consider how projects address challenges in rural areas.**

USDOT understands that rural areas may not have access to the same resources as those available to wealthier, more populous areas. For the purposes of the INFRA grants, Urbanized Areas with populations fewer than 200,000 and all areas outside Urbanized Areas are considered rural. Rural areas with a population of 10,000 people will not necessarily be viewed the same as rural areas with 190,000 people.

**This new emphasis on rural areas may help the Port of Hood River’s grant application.**

### 2020 INFRA Priorities

According to the INFRA FAQ page...

*“the Department anticipates that in addition to meeting statutory requirements, the INFRA program’s focus on economic vitality, leverage (including private sector participation), innovation, and performance, means that freight projects will be competitive.”*

**The fact that the Port of Hood River has funding commitments from the State of Oregon (ODOT) and can effectively leverage local funding through the commitment of future toll revenues should make the grant application competitive. If we can also show a benefit to truck/barge freight we can also improve our chances.**

**It is also interesting to note that this 2020 INFRA program specifically mentions the following about how grants will be focused on the needs of rural areas, and now makes specific mention to using funds for bridge projects in a national scenic area.**

*“Rural transportation networks play a vital role in supporting our national economic vitality. Addressing the deteriorating conditions and elevated fatality rates on our rural transportation infrastructure is of critical interest to the Department, as rural transportation networks face unique challenges in safety, infrastructure condition, and passenger and freight usage. Consistent with the Rural Opportunities to Use Transportation for Economic Success (ROUTES) Initiative, the Department will consider how the project will address the challenges faced by rural areas.*

## What types of projects are eligible to receive a INFRA grant?

To be eligible for an INFRA grant, a project must be:

- ◆ a highway freight project carried out on the [National Highway Freight Network](#) (23 U.S.C. 167)
- ◆ a highway or bridge project carried out on the [National Highway System \(NHS\)](#) including projects that add capacity on the Interstate System to improve mobility or projects in a [national scenic area](#)
- ◆ a railway-highway grade crossing or grade separation project; or
- ◆ a freight project

**Note specific mention of using funds for bridge projects in a national scenic area.**

## Benefit Cost Analysis Guidelines

In general, there are not major changes to the BCA guidelines from FY 2019. **Emphasis on project readiness and accurate scheduling are still key factors.** And it is now important to provide evidence showing that environmental permitting has been substantially completed.

*“With regard to the permitting approach, the applicant should provide adequate information for DOT to assess whether the remaining environmental review and permitting milestones can be achieved through this approach in order for obligation within the statutory timeframe.”*

*“Additionally, the applicant should provide any environmental studies or other documents (preferably by way of a website link) that describe in detail known project impacts and possible mitigation for these impacts.”*

Also, while it is not explicitly clear by the published FAQs on the INFRA website, we have heard from DOT staff that some evidence of ability to complete right of way acquisition and preliminary or final design to a certain level by a specified time frame is also important. For example, if you say the project is at a 10% design or 30% design, you need to document that fact, otherwise, if you get the grant, you will be responsible for using local funds to get to that level before federal funds can be utilized.

*“Per statute, at the very latest INFRA grant FY 2020 funds must be obligated by September 30, 2023 and construction must begin by March 30, 2025.”*

*“If a project is selected for a INFRA Grant and the Grant funding will be used to complete all of these activities (permitting, design, ROW, etc.), DOT may obligate the funding in phases, in accordance with the laws, regulations, and policies of the operating administration that is administering the grant.”*

*“A project that receives Grant funds may require approval by the Metropolitan Planning Organization or State as part of the Long Range Plans and Transportation Improvement Program (TIP)/Statewide Transportation Improvement Program (STIP).”*

*“The obligation of INFRA Grant funds for construction or other activities by an operating administration may be contingent on completion of right-of-way acquisition and final design approval, and/or additional approvals contingent on completion of right-of-way acquisition and design. Therefore, applicants should*

*demonstrate, through their project schedule that they reasonably expect to have right-of-way acquisition and design completed.”*

**FCS GROUP encourages contact with DOT staff prior to submittal.**

Applicants that are unfamiliar with, or have questions about, the requirements that a proposed project or projects may need to complete in order for the operating administration to obligate Grant funds may contact [INFRAGrants@dot.gov](mailto:INFRAGrants@dot.gov) with questions.

FCS will join you and your staff with contacting DOT staff when you are ready.

## EXHIBIT B

### SCOPE OF WORK

The objective of this assignment is to assist you with the following work tasks:

1. Confirm Strategic Assumptions
2. Perform Benefit Cost Analysis Report and related summary narrative for grant application
3. Assist Port with review of draft Grant Application

The proposed consultant work elements are described below.

#### Task 1 Confirm Strategic Assumptions

Objective: Work with Port staff to document key assumptions that will be used for the grant application request.

Work to be completed:

- ◆ Participate in strategy review/brainstorming session either on location or via phone
- ◆ Review capital cost and maintenance cost assumptions
- ◆ Review sources and uses of funding
- ◆ Review relevant plans, EIS documents, and other transportation assumptions regarding truck, vehicle and non-motorized (bicycle and pedestrian) trip forecasts and metrics that conform to the “Benefit-Cost Analyses Guidelines for Grant Applications” and applicable OMB Circulars.

#### Task 2 Perform Benefit Cost Analysis

Objective: We will conduct a BCA that conforms to current BCA guidelines and refine results based on Port feedback.

Work to be completed:

**Conduct benefit-cost analysis of:**

- ◆ Travel time savings (trucks and passenger vehicles);
- ◆ Fuel cost savings;
- ◆ Vehicle operating cost savings;
- ◆ River Barge related cost reduction benefits;
- ◆ Productivity increases due to time savings;
- ◆ Economic savings due to safety/accident cost reduction; and

- ◆ Environmental Cost reduction levels (includes pollutants such as CO<sub>2</sub>)

### Task 3 Draft and Final Documentation

Objective: Assist with preparation of draft and revised grant application sections pertaining to BCA findings.

Work to be completed:

- ◆ Provide draft and revised documentation with narrative. Including discounted cash flow analysis over a 50-year life span.
- ◆ Consultant will review draft grant application narrative provided by Port with respect to issues USDOT will be emphasizing when awarding grants.
- ◆ Port will be responsible for providing base maps, design plans, cost estimates, environmental permitting documentation and letters of support.

### Internal Strategy Review Meetings/Coordination

FCS GROUP will participate in teleconferences or meetings to review and discuss interim work products.

Work to be completed:

- ◆ Participate in up to 3 meetings or teleconferences with the Port’s project manager.

## MANAGEMENT SPECIFICATIONS

### GENERAL FIRM INFORMATION

Legal name: Financial Consulting Solutions Group, Inc.

Legal status: Sub Chapter S-Corporation

EIN (Federal Tax ID Number): 91-141-7946

UBI Number: 601-098-550

### CONTACT INFORMATION

Redmond, Washington	Lake Oswego, Oregon
7525 166 <sup>th</sup> Ave NE, Ste D-215, Redmond, WA 98052 (tel) 425-867-1802 (fax) 425-867-1937	4000 Kruse Way Place, Bldg 1, Ste 220, Lake Oswego, OR 97035, (503) 841-6543

### PROJECT TEAM

FCS GROUP’s management team includes professionals with backgrounds in public administration,



management, finance, accounting, economics and engineering disciplines. These diverse perspectives equip us to address government finance and public reserve fund challenges while maintaining fixed attention on organizational sensitivities, policy drivers, and stakeholder priorities. Our 35-person staff is also flexible in how we manage your project as a means to reduce cost and increase efficiency. We do this with a variety of tools and resources including GoToMeeting®.

Todd Chase will serve as project manager and will be supported by senior economist Tim Wood and analyst Zech Hazel. This project team has been selected to lead your project based on their understanding of your scope of work, experience with similar projects and familiarity with your community.

## COST PROPOSAL AND SCHEDULE

If selected for this assignment, we intend to complete the proposed scope of services within 3 weeks for a total not-to-exceed budget of \$8,800. All work will be billed on a time and materials basis using the following labor rates shown in Exhibit C, with invoices and progress reports submitted monthly.

### Exhibit C: Fee Schedule

<b>Position</b>	<b>Hourly Rate</b>
Principal (Chase)	\$270
Project Consultant (Wood)	\$160
Analyst/Economist (Hazel)	\$135
Administrative Support	\$80

### ACCEPTED BY:

FCS GROUP \_\_\_\_\_  
 Todd Chase, Principal Date

Port of Hood River \_\_\_\_\_  
 Name/Title Date

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# Commission Memo



Prepared by: Fred Kowell  
 Date: February 4, 2020  
 Re: Financial Review for the Six Months  
 Ended December 31, 2019

---

You will find four attachments regarding this financial review as follows:

- Bridge Traffic and Revenue Report
- Schedule of Expenditures by Cost Center by Fund
- Schedule of Revenues by Cost Center by Fund
- Statement of Operating Revenues, Expenditures and Other Sources and Uses

### Bridge Traffic and Revenue Report

With regard to the Bridge Traffic and Revenue report you can see our traffic is slightly less by 3% as compared to FY 2018-19. Although it's less than prior year, the trending has flattened out and issues like weather and bridge work will affect traffic going forward and less about customer behavior. The 10-year financial forecast will be updated for this flattening affect regarding traffic which will be with us over the next 24 months before customer behavior ultimately changes. From a historical perspective, bridge traffic has always experienced a 2-4% year over year increase. We will now see about the same results in FY 2016-17 for the next year or two before a change to 2-4% increases occur again.

### Schedule of Expenditures by Cost Center by Fund

Personnel services is right on budget for this time of year. Some asset centers depict less than budget numbers or a favorable variance due to the seasonality of their operations. Just a heads up. The 3<sup>rd</sup> quarter will see a slightly higher than budget number due to having an extra pay period in that quarter. That said, by the 4<sup>th</sup> quarter any slight difference should be eliminated by the end of the year.

Materials & Services is tracking ahead of budget due primarily to our industrial properties and the Marina Office building. This is due to property taxes paid at the end of November. In this case, the budget will catch up with the actual expenditures that will occur from now to the end of the year. In some cases like the Halyard building utilities is also driving costs higher than anticipated in the budget. However, cashflow is being recovered either through the lease or via a reimbursement billing as discussed below under Revenues.

Capital Outlay is tracking well below budget as most of the capital projects are moving forward now with regard to Lower Mill and the Airport. The permitting process delays the major capital expenditures from occurring thus pushing the primary expenditures in later months.

### Schedule of Revenues

Toll revenues are on target as well as our leases through our first half of the year. Tolls are flat or comparable to our prior year revenues.

Where we have structured our leases under the new lease methodology, lease revenues show a favorable variance to budget, while under the previous lease methodology, reimbursements show higher favorable results.

Waterfront parking will underperform for this year due to this being the first complete year of activity. As we move forward with Waterfront parking budget, we can now use actual history toward formulating our future estimates.

The Marina and Airport leases were billed at the end of December to get the bills in the mail by January 1<sup>st</sup>. As you can see the Marina is slightly higher than budget due to differences in numbers used during the budget process versus when we did the actual billing for 2020. The airport is likewise ahead of budget for this year as the T-hangar tenants were billed for 2020.

### Statement of Operating Revenues, Expenditures and Other Sources and Uses

Overall, the actuals are tracking according to the activities we have incurred during the first half of the budget year. We will need continue to pay particular attention to our bridge traffic over the coming months as this is a key indicator of community growth and what will be required to fund the \$58 million in capital improvements to the bridge. Some asset centers will need to focus on their spending for the rest of the year in the Materials & Services cost category. Overall, the Port is doing fine for the first half of the year with no material exceptions.

Accounts Receivables Update – Everyone is up-to-date with their payments. Nothing to report here.

**RECOMMENDATION:** Discussion.

**PORT OF HOOD RIVER**  
**Bridge Traffic and Revenue Report**  
**For the Six Months Ended December 31, 2019 and Four Prior Years**

	2015-16		2016-17		2017-18		2018-19		2019-20		Change from Prior year	
	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue
JUL	399,634	\$ 382,921	423,744	\$ 402,074	442,251	\$ 399,618	437,364	\$ 608,941	433,624	\$ 606,062	0.99	1.00
AUG	391,499	\$ 376,690	425,567	\$ 407,839	435,364	\$ 401,815	428,907	\$ 608,085	432,968	\$ 616,279	1.01	1.01
SEPT	364,125	\$ 350,020	387,860	\$ 372,099	412,452	\$ 332,996	396,517	\$ 558,537	389,473	\$ 550,380	0.98	0.99
OCT	353,313	\$ 339,194	357,180	\$ 337,294	389,210	\$ 361,315	390,814	\$ 527,573	387,460	\$ 525,481	0.99	1.00
NOV	312,731	\$ 297,037	330,795	\$ 313,529	341,147	\$ 312,337	340,044	\$ 452,602	334,390	\$ 442,364	0.98	0.98
DEC	289,296	\$ 269,344	285,209	\$ 260,625	324,278	\$ 298,530	328,913	\$ 408,966	327,627	\$ 416,540	1.00	1.02
<b>Calendar Year Total</b>	<b>4,063,317</b>	<b>\$3,814,690</b>	<b>4,280,160</b>	<b>\$4,028,417</b>	<b>4,377,500</b>	<b>\$ 4,038,137</b>	<b>4,480,038</b>	<b>\$ 5,969,681</b>	<b>4,328,694</b>	<b>\$ 5,896,268</b>	<b>0.97</b>	<b>0.99</b>
JAN	291,674	\$ 272,828	245,670	\$ 238,709	327,522	\$ 293,677	323,461	\$ 428,669			0.00	0.00
FEB	305,800	\$ 286,071	266,202	\$ 244,472	296,977	\$ 387,737	241,313	\$ 302,296			0.00	0.00
MAR	342,162	\$ 317,959	350,470	\$ 324,146	357,160	\$ 501,543	345,915	\$ 437,390			0.00	0.00
APR	365,654	\$ 338,556	362,559	\$ 334,362	362,150	\$ 491,217	346,668	\$ 459,806			0.00	0.00
MAY	381,248	\$ 357,119	399,271	\$ 368,296	407,141	\$ 564,038	370,757	\$ 523,822			0.00	0.00
JUN	383,267	\$ 362,425	408,626	\$ 421,541	406,529	\$ 566,765	395,038	\$ 587,179			0.00	0.00
<b>Fiscal Year Total</b>	<b>4,180,403</b>	<b>\$3,950,164</b>	<b>4,243,153</b>	<b>\$4,024,985</b>	<b>4,502,181</b>	<b>\$ 4,911,588</b>	<b>4,345,711</b>	<b>\$ 5,903,866</b>			<b>0.97</b>	<b>1.22</b>

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PORT OF HOOD RIVER  
 SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND  
 BUDGET AND ACTUAL - 50% THROUGH THE BUDGET  
 FOR THE SIX MONTHS ENDED DECEMBER 31, 2019

EXPENDITURES	Personal Services				Materials & Services				Capital Outlay					Debt Service				Total Appropriation		
	Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Total	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Unspent
<i>Toll Bridge</i>	1,135,900	531,050	604,850	47%	972,100	371,226	600,874	38%	321,500	114,908	114,908	206,592	36%	-	-	-		2,429,500	1,017,184	1,412,316
<i>Industrial Facilities</i>																				
Big 7	56,200	28,383	27,817	51%	169,400	89,774	79,626	53%	336,000	16,377	16,377	319,623	5%	-	-	-		561,600	134,534	427,066
Jensen Property	64,300	32,250	32,050	50%	222,000	101,973	120,027	46%	262,000	53,192	53,192	208,808	20%	1,980,000	72,470	1,907,530	4%	2,528,300	259,885	2,268,415
Maritime Building	40,400	20,122	20,278	50%	88,500	33,027	55,473	37%	15,000	-	-	15,000	0%	-	-	-		143,900	53,149	90,751
Halyard Building	62,500	31,442	31,058	50%	282,300	178,329	103,971	63%	28,000	-	-	28,000	0%	-	-	-		372,800	209,771	163,029
Timber Incubator Building	29,000	14,265	14,735	49%	35,400	22,579	12,821	64%	15,000	-	-	15,000	-	-	-	-		79,400	36,844	42,556
Wasco Building	50,800	25,647	25,153	50%	98,800	59,601	39,199	60%	95,000	25,677	25,677	69,323	-	-	-	-		244,600	110,925	133,675
Hanel Site	36,500	17,652	18,848	48%	24,900	7,628	17,272	31%	290,000	106,944	106,944	183,056	37%	-	-	-	###	351,400	132,224	219,176
	339,700	169,761	169,939	50%	921,300	492,911	428,389	54%	1,041,000	202,190	202,190	838,810	19%	1,980,000	72,470	1,907,530	4%	4,282,000	937,332	3,125,492
<i>Commercial Facilities</i>																				
State Office (DMV) Building	24,600	12,109	12,491	49%	47,500	20,409	27,091	43%	10,000	-	-	10,000	-	-	-	-		82,100	32,518	49,582
Marina Office Building	39,200	19,703	19,497	50%	51,700	34,663	17,037	67%	13,000	-	-	13,000	0%	-	-	-		103,900	54,366	49,534
Port Office Building	37,800	19,228	18,572	51%	32,400	17,781	14,619	55%	165,000	625	625	164,375	0%	-	-	-		235,200	37,634	197,566
	101,600	51,040	50,560	50%	131,600	72,853	58,747	55%	188,000	625	625	187,375	0%	-	-	-		421,200	124,518	296,682
<i>Waterfront Industrial Land</i>	81,500	32,544	32,936	40%	263,500	32,295	231,205	12%	12,000,000	57,386	57,386	11,942,614	0%	477,750	-	477,750	0%	12,822,750	122,225	12,700,525
<i>Waterfront Recreation</i>																				
Eventsite	122,700	57,227	65,473	47%	55,000	27,618	27,382	50%	90,000	2,608	2,608	87,392	3%	-	-	-		267,700	87,453	180,247
Hook/Spit/Nichols	52,200	23,903	36,841	46%	48,000	12,313	35,687	26%	113,000	8,041	8,041	104,959	7%	-	-	-		213,200	44,257	168,943
Marina Park	176,000	79,761	119,039	45%	71,500	19,946	51,554	28%	65,000	-	-	65,000	0%	-	-	-		312,500	99,707	212,793
	350,900	160,891	221,353	46%	174,500	59,877	114,623	34%	268,000	10,649	10,649	257,351	4%	-	-	-		793,400	231,417	561,983
<i>Marina</i>	154,900	75,101	79,799	48%	132,100	48,000	84,100	36%	50,000	2,011	2,011	47,989	4%	92,500	78,499	14,001	85%	429,500	203,611	225,889
<i>Airport</i>	153,100	75,190	77,910	49%	156,000	73,363	104,680	47%	3,599,900	116,577	116,577	3,483,323	3%	-	-	-		3,909,000	265,130	3,643,870
Administration	46,300	196	46,104	0%	281,000	72,351	208,649	26%	103,600	-	-	103,600	0%	-	-	-		430,900	72,547	358,353
Maintenance	30,000	2,236	27,764	-	137,200	80,220	56,980	58%	105,500	65,526	65,526	39,974	62%	-	-	-		272,700	147,982	124,718
<i>Total Expenditures</i>	2,393,900	1,098,009	1,311,215	46%	3,169,300	1,303,096	1,888,247	41%	17,677,500	569,872	569,872	17,107,628	3%	2,550,250	150,969	2,399,281	6%	25,790,950	3,121,946	22,449,828
Bridge Repair & Replacement Fund	276,400	134,396	142,004	49%	2,030,700	769,234	1,261,466	38%	488,000	77,989	77,989	410,011	16%	-	-	-	###	2,795,100	981,619	1,813,481
General Fund	185,200	88,169	97,031	48%	577,850	189,029	388,821	33%	-	-	-	-	-	-	-	-		763,050	277,198	485,852

**Unfavorable Variance - Expenditures**

Personnel Services is on track with the budget half way through the year. It should be slightly ahead of budget by the end of March due to 3 payrolls in January.

Materials & Services is slightly ahead of budget for industrial properties and the Marina Office building due to the full payment of taxes at the end of November. This should smooth out as the year progresses.

Maintenance is spending slightly ahead of budget for this time of year. They will be more focus on expenditures for the remainder of the year to bring them in line with the budget.

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PORT OF HOOD RIVER  
 Schedule of Revenues by Cost Center By Fund  
 Budget to Actuals - 50% Through Budget  
 For the Six Months Ended December 31, 2019

REVENUE FUND	REVENUES				
	Budget	Actual	Total	Variance	%
<u>Toll Bridge</u>					
Bridge Tolls	6,260,000	3,157,106	3,157,106	(3,102,894)	50%
Cable Crossing Leases	12,500	-	-	(12,500)	0%
Other	71,000	-	-	(71,000)	0%
	<b>6,343,500</b>	<b>3,157,106</b>	<b>3,157,106</b>	<b>(3,186,394)</b>	<b>50%</b>
<u>Industrial Facilities</u>					
Big 7					
Lease Revenues	295,800	147,100	\$ 147,100	(148,700)	50%
Reimbursements/Other	100,000	57,180	\$ 57,180	(42,820)	57%
Jensen Property					
Lease Revenues	362,900	189,080	189,080	(173,820)	52%
Reimbursements/Other	145,800	77,589	77,589	(68,211)	53%
Financing Source	1,835,000				
Maritime Building					
Lease Revenues	152,400	183,520	183,520	31,120	120%
Reimbursements/Other	48,500	1,964	1,964	(46,536)	4%
Halyard Building					
Lease Revenues	242,100	119,617	119,617	(122,483)	49%
Reimbursements/Other	237,800	122,656	122,656	(115,144)	52%
Timberline Incubator Building					
Lease Revenues	78,300	39,938	39,938	(38,362)	51%
Reimbursements	17,300	10,113	10,113	(7,187)	58%
Wasco Building					
Lease Revenues	168,700	116,489	116,489	(52,211)	69%
Reimbursements	55,900	4,489	4,489	(51,411)	8%
Hanel					
Reimbursements		-	-	-	
Sale of Property	1,129,000			(1,129,000)	0%
	<b>4,869,500</b>	<b>1,069,735</b>	<b>1,069,735</b>	<b>(1,964,765)</b>	<b>22%</b>
<u>Commercial Facilities</u>					
State Office (DMV) Building					
Lease Revenues	46,100	23,085	23,085	(23,015)	50%
Reimbursements	-	926	926	926	#DIV/0!
Marina Office Building					
Lease Revenues	75,300	38,647	38,647	(36,653)	51%
Reimbursements	24,100	14,317	14,317	(9,783)	59%
Port Office Building					
Lease Revenues	48,550	24,275	24,275	(24,275)	50%
Reimbursements	1,000	-	-	(1,000)	0%
	<b>195,050</b>	<b>101,250</b>	<b>101,250</b>	<b>(93,800)</b>	<b>52%</b>
<u>Waterfront Industrial Land</u>					
Lease Revenues	900	2,000	2,000	1,100	222%
Land Sale	-	-	-	-	
Parking	180,000	80,620	80,620	(99,380)	45%
Other Income	16,500	17,955	17,955	1,455	109%
Financing Source	12,500,000			(12,500,000)	
	<b>12,697,400</b>	<b>100,575</b>	<b>100,575</b>	<b>(12,596,825)</b>	<b>1%</b>
<u>Waterfront Recreation</u>					
Eventsite, Hook and Spit					
Eventsite - Passes/Permits and Concessions	182,200	76,542	76,542	(105,658)	42%
Hook/Spit/Nichols	12,800	4,840	4,840	(7,960)	38%
Marina Park					
Sailing Schools, Showers and Events	11,700	7,551	7,551	(4,149)	65%
Lease Revenues	6,800	3,606	3,606	(3,194)	53%
Reimbursements	2,100	570	570	(1,530)	27%
	<b>215,600</b>	<b>93,109</b>	<b>93,109</b>	<b>(122,491)</b>	<b>43%</b>
<u>Marina</u>					
Lease Revenues	214,900	222,638	222,638	7,738	104%
Moorage Assessment	84,900	84,205	84,205	(695)	99%
Reimbursements/Other	50,450	33,339	33,339	(17,111)	66%
Grant	7,050	7,000	7,000	(50)	99%
	<b>357,300</b>	<b>347,182</b>	<b>347,182</b>	<b>(10,118)</b>	<b>97%</b>
<u>Airport</u>					
Lease Revenues	195,900	160,600	160,600	(35,300)	82%
Reimbursements	34,700	11,205	11,205	(23,495)	32%
Grants	2,464,800	225,558	225,558	(2,239,242)	9%
Other Financing Sources					
	<b>2,695,400</b>	<b>397,363</b>	<b>397,363</b>	<b>(2,298,037)</b>	<b>15%</b>
	<b>27,373,750</b>	<b>5,266,320</b>	<b>5,165,745</b>	<b>(7,675,605)</b>	<b>19%</b>
<b>Budget to Actual Revenues</b>	<b>11,201,900</b>	<b>5,033,762</b>	<b>4,933,187</b>	<b>8,263,687</b>	<b>(1)</b>
<b>Revenues less Other financing sources</b>					
<u>GENERAL FUND</u>					
Property taxes	71,800	69,562	69,562	(2,238)	97%
Grants	3,500				
Transfers from other funds	687,750	277,119	277,119	(410,631)	40%
	<b>\$ 763,050</b>	<b>\$ 346,681</b>	<b>\$ 346,681</b>	<b>\$ (412,869)</b>	<b>45%</b>
<u>BRIDGE REPAIR &amp; REPLACEMENT FUND</u>					
Grants	2,060,800	528,345	528,345	(1,532,455)	26%
Transfers from other funds	\$ 2,715,300	\$ 560,395	560,395	(2,154,905)	21%

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**PORT OF HOOD RIVER**  
**STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS**  
**AND BUDGET VS ACTUAL PERFORMANCE**  
**FOR THE SIX MONTHS ENDED DECEMBER 31, 2019**

	REVENUE FUND							GENERAL FUND	BRIDGE REPAIR & REPLACEMENT FUND	TOTAL	
	Bridge	Industrial Buildings	Commercial Buildings	Waterfront Land	Waterfront Recreation	Marina	Airport		Administration Maintenance		
<b>OPERATING REVENUES</b>											
Tolls	\$ 3,157,106									\$ 3,157,106	
Leases		\$ 795,744	\$ 86,007	\$ 2,000	\$ 3,606	\$ 306,843	\$ 160,600			1,354,800	
Reimbursements		273,991	15,243	80,620	570	33,339	11,205			414,968	
Fees, Events, Passes and Concessions					88,933					88,933	
Property taxes								69,562		69,562	
<i>Total Operating Revenues</i>	<u>3,157,106</u>	<u>1,069,735</u>	<u>101,250</u>	<u>82,620</u>	<u>93,109</u>	<u>340,182</u>	<u>171,805</u>	<u>69,562</u>	<u>-</u>	<u>5,085,369</u>	
<b>Operating Expenses</b>											
Personnel Services	531,050	169,761	51,040	32,544	160,891	75,101	75,190	2,432	88,169	134,396	1,320,574
Materials & Services	371,226	492,911	72,853	32,295	59,877	48,000	73,363	152,571	189,029	769,234	2,261,359
<i>Total Operating Expenses</i>	<u>902,276</u>	<u>662,672</u>	<u>123,893</u>	<u>64,839</u>	<u>220,768</u>	<u>123,101</u>	<u>148,553</u>	<u>155,003</u>	<u>277,198</u>	<u>903,630</u>	<u>3,581,933</u>
<i>Operating income/(Loss)</i>	<u>2,254,830</u>	<u>407,063</u>	<u>(22,643)</u>	<u>17,781</u>	<u>(127,659)</u>	<u>217,081</u>	<u>23,252</u>	<u>(155,003)</u>	<u>(207,636)</u>	<u>(903,630)</u>	<u>1,503,436</u>
<b>Other Resources</b>											
Income from other sources	-	-	-	17,955	-	-	-	76,716	3,903	24,922	123,496
Grants	-	-	-	-	-	7,000	225,558	-	-	528,345	760,903
Sale of land	-	-	-	-	-	-	-	-	-	-	-
Note receivables	-	-	-	-	-	-	-	-	-	-	-
<i>Total Other Resources</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>17,955</u>	<u>-</u>	<u>7,000</u>	<u>225,558</u>	<u>76,716</u>	<u>3,903</u>	<u>553,267</u>	<u>884,399</u>
<b>Other (Uses)</b>											
Capital projects	(114,908)	(202,190)	(625)	(57,386)	(10,649)	(2,011)	(116,577)	(65,526)	-	(77,989)	(647,861)
Debt service	-	(72,470)	-	-	-	(78,499)	-	-	-	-	(150,969)
<i>Total Other (Uses)</i>	<u>(114,908)</u>	<u>(274,660)</u>	<u>(625)</u>	<u>(57,386)</u>	<u>(10,649)</u>	<u>(80,510)</u>	<u>(116,577)</u>	<u>(65,526)</u>	<u>-</u>	<u>(77,989)</u>	<u>(798,830)</u>
Transfers In/(Out)	(560,395)							(277,119)	277,119	560,395	-
<i>Net Cashflow</i>	<u>\$ 1,579,527</u>	<u>\$ 132,403</u>	<u>\$ (23,268)</u>	<u>\$ (21,650)</u>	<u>\$ (138,308)</u>	<u>\$ 143,571</u>	<u>\$ 132,233</u>	<u>\$ (420,932)</u>	<u>\$ 73,386</u>	<u>\$ 132,043</u>	<u>\$ 1,589,005</u>
<b>BUDGET VS ACTUAL PERFORMANCE</b>											
<b>FY 2016-17 Budget</b>											
Operating revenues - Budget	\$ 6,272,500	\$ 1,905,500	\$ 195,050	\$ 197,400	\$ 215,600	\$ 350,250	\$ 230,600	\$ -	\$ 71,800	\$ -	\$ 9,438,700
Operating revenues - Actuals	3,157,106	1,069,735	101,250	82,620	93,109	340,182	171,805	-	69,562	-	5,085,369
Actuals greater/(Less) than budget	(3,115,394)	(835,765)	(93,800)	(114,780)	(122,491)	(10,068)	(58,795)	-	(2,238)	-	(4,353,331)
	50%	56%	52%	42%	43%	97%	75%		97%	#DIV/0!	54%
Operating expenses - Budget	2,108,000	1,261,000	233,200	345,000	525,400	287,000	309,100	494,500	763,050	2,307,100	8,633,350
Operating expenses - Actuals	902,276	662,672	123,893	64,839	220,768	123,101	148,553	155,003	277,198	903,630	3,581,933
Actuals (greater)/Less than budget	1,205,724	598,328	109,307	280,161	304,632	163,899	160,547	339,497	485,852	1,403,470	5,051,417
	43%	53%	53%	19%	42%	43%	48%		36%	39%	41%
Other Resources - Budget	71,000	\$ 2,964,000	-	12,500,000		7,050	2,464,800	66,000	6,300	2,078,800	20,157,950
Other Resources - Actuals	-	-	-	17,955	-	7,000	225,558	76,716	3,903	553,267	884,399
Actuals greater/(Less) than budget	(71,000)	(2,964,000)	-	(12,482,045)	-	(50)	(2,239,242)	10,716	(2,397)	(1,525,533)	(19,273,551)
Other (Uses) - Budget	321,500	3,021,000	188,000	12,477,750	268,000	142,500	3,599,900	209,100	-	488,000	\$ 20,715,750
Other (Uses) - Actuals	114,908	274,660	625	57,386	10,649	80,510	116,577	65,526	-	77,989	\$ 798,830
Actuals (greater)/Less than budget	206,592	2,746,340	187,375	12,420,364	257,351	61,990	3,483,323	143,574	-	410,011	19,916,920
	36%	9%	0%	0%	4%	56%	3%	31%	#DIV/0!	16%	4%
<i>Net Position - Budget vs Actuals</i>	<u>\$ (1,774,078)</u>	<u>\$ (455,097)</u>	<u>\$ 202,882</u>	<u>\$ 103,700</u>	<u>\$ 439,492</u>	<u>\$ 215,771</u>	<u>\$ 1,345,833</u>	<u>\$ 493,787</u>	<u>\$ 481,217</u>	<u>\$ 287,948</u>	<u>\$ 1,341,455</u>

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# Commission Memo



Prepared by: Anne Medenbach  
 Date: February 4, 2020  
 Re: ConnectOregon VI Project Update

## Summary:

The ODOT-funded ConnectOregon VI (COVI) project is over budget by \$573,272. The cost increase is due to permitting requirements and a general construction cost increase resulting from the three-year time period elapsed from the original budget estimate. The Commission has directed staff to move forward with an Invitation to Bid in order to see the magnitude of actual cost versus engineer estimates. Bids went out on January 9 and ten prime contractors attended the mandatory walk through on the 21<sup>st</sup>.

Over the past two weeks, staff has worked closely with Century West Engineering to alter the project based on comments from contractors who attended the walk through. The following changes have been made which will: reduce cost, simplify the project, and reduce project interactions between multiple contractors. There are three projects happening at the airport, all funded by different sources. Making each project and its limits clear and reducing contractor interactions is imperative to a smooth construction process and to reduce potential change orders. Proposed project changes include the following:

### **1. Excavation addition:**

- a. COVI was depending on 9,500CY of excavated material coming from the wetland project. This would have caused a potential delay and conflict between two contractors. The excavation will now be added to the COVI project and completed by the COVI contractor. This gives that contractor control over the material and grading schedule, rather than being dependent on another project's contractor. This may increase costs on COVI, but likely not, as it reduces contractor risk and adds only excavation from an in-ground stockpile rather than an above ground one. Potential \$45,000 increase.

### **2. Combine North Ramp and wetland projects:**

- a. These two projects were initially going to be bid separately as they are funded by different FAA programs and have different timelines. Also, because the excavated material from the wetland needed to get to COVI as early as possible, that project had to go first. Now that the excavation is loaded onto COVI, these two projects can be bid together. This will significantly reduce costs as there will be only one mobilization and limited interactions between the three projects. Potential savings of \$25,000 for one mobilization, elimination of haul road is a \$70,000 reduction.

### **3. Extend completion date for North Ramp**

- a. We want to give the COVI contractor enough time to complete the work and limit interactions with the North Ramp. Also, because the FAA is typically late with grant

issuance and the wetland project is now combined, we need to ensure there is enough time in the contract to complete both. Both projects were originally set to be complete by the Fly-In on September 9<sup>th</sup>. Staff has thus determined that the date for the North Apron should be pushed to October 9<sup>th</sup>. This means that the North Ramp will be closed during the Fly in. This will have a large impact on the event, but staff and engineers are working on how to reduce that impact and coordinating with WAAAM.

**4. Additional updates:**

- a. ODOT has not yet sent the final Request for Reduction of Scope approval, however, the project manager has assured staff that it is in process.
- b. Staff will be meeting with legislators on the 10<sup>th</sup> at an airport managers reception in Salem and may get more insight to potential additional funding.

**Schedule:**

January 9	Project out to Bid.
February 10	Staff to legislative reception in Salem-Airport specific.
February 13	Bids Due.
February 18	Commission decision on contract award.
March 1-8	Legislative confirmation of funding.

**RECOMMENDATION:** Discussion.

# Commission Memo

Prepared by: Genevieve Scholl  
 Date: February 4, 2020  
 Re: Strategic Business Plan Schedule Update



The public outreach phase of the Strategic Business Plan update is underway, but behind schedule. As a result, and in response to Commission requests for schedule changes, staff proposes the following schedule of events for the coming months. Events requiring Commissioner attendance shown in **bold** (please confirm availability).

- January 30-February 28: Online survey deployed January 30. Promoted via press releases to local news media, social media posts, and email blast to 17,000+ contacts. (Please visit <http://bit.ly/porthoodriver> and share the link with everyone you think might be interested).
- TBD – February 3-10: Paper version of survey will be mailed as soon as possible, depending on printer turn-around (Columbia Gorge Press print operations have moved to Salem, customers experiencing longer timelines). This will be enclosed in the Port’s winter edition newsletter, bulk mailed to every mailbox in the Port District and inserted into an issue of the White Salmon Enterprise.
- **February 4: Commission Work Session** to discuss development objectives for the Barman property and Lot #1. Regular Commission meeting follows. Confirm proposed SBP schedule.
- February 5-March 2: Commissioner Meriwether out of town.
- February 5 and 12: Display ad promoting Public Open House to run in the HR News.
- **February 18: Regular Commission meeting.**
- February 19: Boosted Facebook post to promote online survey and open house meeting.
- **February 20: Strategic Business Plan Open House public meeting.** Facilitated by Anne Presentin, this will be a “drop-in style” meeting. There will be a brief presentation, and then attendees will be invited to share information, ask questions, and provide feedback on project choices. Commission attendance is preferred, but not mandatory.
- February 22-March 26: Terry Moore out of town.
- February 28: Survey closes.
- March 1-5: PNWA Mission to Washington DC, Commissioner Chapman and Kevin Greenwood to attend.

- **March 10: Commission Work Session #2: Situation Assessment**, facilitated by Michael McElwee. This 2-Hour work session will include the public outreach findings report by Anne Pressentin, a staff and consultant report, and Commission discussion basic assumptions and guiding principles.
- **March 17: Regular Commission meeting.**
- **April 7: Spring Planning Budget Meeting:** This is an annual 4-hour meeting and the first Commission action in preparation of the FY20-21 budget. The Budget Committee will attend. A brief regular session will follow the work session.
- **April 21: Commission Work Session #3: Strategies and Actions**, facilitated by Terry Moore. This 2-hour work session will precede the regular Commission meeting.
- **May 5: Budget Committee meeting.** This is a mandatory work session and the second Commission action in preparation for the FY20/21 budget. A brief regular session will follow the 4-hour work session, which is overseen by the Budget Committee President.
- **May 7: Public Meeting #2: Strategies and Actions.** Facilitated by Anne Pressentin, this public meeting will feature a presentation on proposed Strategies and Actions and collect public feedback on such.
- **May 19: Regular Commission meeting.** Anne Pressentin will present a report on the public feedback received during the May 7 public meeting.
- **June 2: Budget Hearing.** This takes place during the regular meeting.
- **June 10: Commission Work Session #4: Draft Plan**, facilitated by Terry Moore. This 2-hour work session will focus on outline and topic review and discussion for development of the first draft of the Plan.
- **June 16: Regular Commission meeting and FY20/21 Budget Adoption.**
- **July 7: Regular Commission meeting and Draft Plan Review/Approval.**
- **July 8: Public Meeting #3: Draft plan.** Facilitated by Terry Moore, this public meeting will feature a presentation review of the draft plan and invite public feedback on the plan.
- **July 21: Regular Commission Meeting and Final Draft Plan Approval and Adoption.**

**RECOMMENDATION:** Discussion.



## Executive Director's Report

February 4, 2020

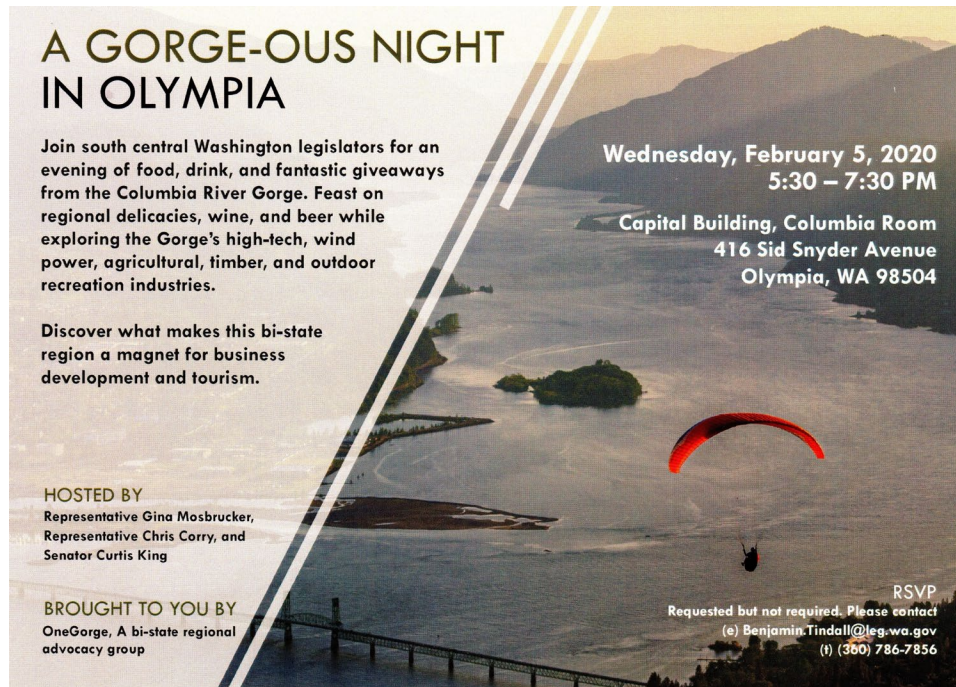
### Administrative

- Key dates for preparation of the Strategic Business Plan have changed. Staff will provide an update and seek Commission approval at the meeting. The public survey is now live. Genevieve has placed a link to the survey (<http://bit.ly/porthoodriver>) on the Port's website homepage, distributed a press release to all local news media including radio, posted announcements on Port social media, and sent an email to all 17,000+ contacts in our database (primarily BreezeBy customers). The survey closes February 28, and promotions will continue to encourage input from as many people as possible.
- Thanks to all Commissioners for attending the joint board meeting with the Port of Cascade Locks on January 30, 2020. Commissioners Everitt and Meriwether, along with several staff members, were able to take the tour of Pfriem's new building in the Port business park led by Don Mann.



- The Hood River Economic Development Group has completed the initial prioritization of projects for the Community Economic Development Strategy (CEDS) list. Bridge replacement remains the #1 priority and Lot #1 Infrastructure remains #6. The list now goes to the Hood River County Board of Commissioners for approval.
- Volcanic Bottle Shoppe has initiated a program to connect members of the community with local elected officials at their business in the Heights. They are calling the series "Orange Couch Conversations" and have extended an invitation for Port Commissioners to participate in a discussion on March 18 at 5:30 p.m.
- The Port's application for a Business Oregon "Port Planning and Marketing Fund" grant project to help finance development of our Strategic Business Plan was successful. The grant amount is \$50,000. Genevieve prepared and managed this application.

- FEMA is sponsoring a free 8-hour “Disaster Recovery Class for Rural Agencies” seminar on March 18. One Port staff person will attend. See flyer attached.
- Genevieve is helping to coordinate the OneGorge Advocacy Group’s annual “Gorgeous Nights” in Olympia (Feb. 5) and Salem (Feb. 19). This is a popular event with legislators and their staff and helps to raise awareness of Gorge regional issues and priorities.



## Recreation/Marina

- Lorri Epstein, project manager for Columbia Riverkeeper, has requested time on the Commission agenda to present a progress report on their work at the Nichols Basin Natural Area. This could occur at the February 18 meeting.
- The new ramp for the Nichols Basin Dock has been ordered and should be delivered in about six weeks.
- Roughly 30% of the Marina tenants have returned their 2020 Moorage Agreements that are due February 1, 2020.
- Staff met with the V.P. of American Cruise Lines to discuss terms for their 2020 Lease Agreement. Lease should be ready for Commission approval at the February 18<sup>th</sup> meeting.
- Facilities crew are working on repairing and painting the Marina restrooms in the HRYC building. The ADA restroom has been completed and looks great.
- Coffman Engineering is planning to have the engineering requirements to repair the Event Site Dock ready for review within the next two weeks. Staff will then estimate how much work they will be able to do and how much will need to be contracted out.

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## Development/Property

- There have been increasing occurrences of persons vandalizing the exterior lighting and multiple break-in attempts at the Chamber Building. Staff has notified the police and is in the process of installing better protection of the exterior lights, as well as considering installing motion detectors. HRT Security is also monitoring the building more frequently.
- I continue to discuss the Expo DDA with Key Development. I do not yet have a recommendation for terms and conditions for a possible Amendment #9.
- Facilities staff has installed much brighter exterior lights at the DMV Building at the request of the employees there.



- The environmental investigatory work for the Jensen Building site is proceeding. Coles & Betts has prepared a work plan and submitted it to DEQ. Once approved, it will be forwarded to Travelers Insurance for their response. The site evaluation, lab tests and final report will likely be complete by May. If DEQ approves the No Further Action notice could be in hand by late summer or fall.

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## Airport

- Daryl has identified significant issues with T-hangar leases. Specifically, it appears that a number of hangars are being subleased, resulting in non-lessee planes being quartered often with insurance information lacking. Daryl will discuss this situation at the meeting.

- Thorn Run has submitted a funding request to the Legislative Fiscal Office for financial support for the Connect VI project. The requested funding is \$553,921. Approval will not be certain until near the end of the legislative session, around March 8.
  - Anne continues to work closely with the COVI, North Apron and wetland engineers in order to ensure cohesive projects. She will have an update at the meeting.
  - A public notice of committee vacancies on the Airport Advisory Committee was issued on January 31. There are three open seats.
- 

### **Bridge/Transportation**

- Due to wet weather conditions, Brown Roofing is on hold with installation of the Toll Plaza roof and siding. Work will resume when weather conditions allow.
- We have sought assistance from Harvey Coffman of Coffman Engineers to evaluate the guardrail that was heavily damaged on December 12. This is, in part, to confirm the contractor's assessment was accurate in stating that only truly compromised sections require replacement. It is also intended to create a damage assessment template to assist staff assessment of future guardrail damage. The inspection occurred on January 31. So far, we have not been able to identify the vehicle that caused the damage.
- The U.S. Department of Transportation has issued a Notice of Funding Opportunity for the 2020 round of Infrastructure For Rebuilding America program (INFRA). Applications are due February 25. The Commission will need to decide whether to submit an application for funding to support Phase II engineering costs. Kevin will review the pros and cons at the meeting.



# MGT 415 Disaster Recovery In Rural Communities



*Disaster Recovery in Rural Communities* is an eight-hour planning and management-level course designed for public officials, community leaders, and private-sector representatives in rural communities who play key roles in the disaster recovery process. The course assists rural communities with effective and efficient implementation of recovery efforts, thus ensuring the best possible long-term social and economic recovery of their communities from disaster.

#### Topics covered include but are not limited to:

- Conducting disaster recovery preplanning activities
- Planning for disaster recovery efforts
- Developing ways to involve the whole community in short- and long-term recovery
- Implementing disaster recovery plans

*\*Please note all foreign nationals need to complete a Department of Homeland Security Foreign National Visitor Request Form in order to attend this course.*

Register for your FEMA Student Identification number at:  
<https://cdp.dhs.gov/femasid>

## Registration



For information about course content or how to obtain a DHS Foreign National Visitor Request Form contact the RDPC at: [helpdesk@ruraltraining.org](mailto:helpdesk@ruraltraining.org) or 877-855-RDPC (7372)

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**Please return the completed Request Form**  
Amanda Beitel, Principal Legislative (Bonds)  
[amanda.beitel@oregonlegislature.gov](mailto:amanda.beitel@oregonlegislature.gov)  
(503) 986-1506

## State of Oregon 2019-21 Project Financing Request

### Project Description

### Project Cost

Total project cost:

Amount requested this biennium:

Amount needed for entire project:

Fund type requested:

Matching funds (Amount/Source):

### Project Contact

Name of entity that will receive funds:

Federal Tax ID Number: Type of entity:

Name of contact person:

Email address of contact person:

Phone number of contact person:

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**MINUTES- AIRPORT ADVISORY COMMITTEE**  
**Thursday, January 23, 2020**  
**At WAAAM – 3:30pm**

1. AAC housekeeping
  - a. AAC members- see attached excerpt from Port governance structure
    - i. 3 seats available now
      1. Judy Newman- expired 6/30/19
      2. Ken Musser- expired 6/30/19
      3. Vacant
    - ii. 2 seats coming up June 30
      1. John Benton
      2. James Stuart
    - iii. Discussion regarding when to fill seats, suggested timeline below:
      1. January 29<sup>th</sup>- notification and advertisement of 3 open seats
      2. February 19-Applications (letters of interest, experience etc) due.
      3. February 20- AAC meeting, appoint new members
      4. March 3- Port Board approval of appointees.

Members agreed to the above timeline and that Ken and Anne would work out the staggered terms. The AAC rules state a 3-year term, but they will need to be staggered so that an entire committee replacement does not occur in one year. The terms will revert to 3 years after the first appointments in 2020.

WAAAM and Tac Aero will now both be Ad-hoc members.

- b. Connect 6-
  - i. Bids out last week. Walk through completed 1-21. Bids are due February 14. IF the project moves forward, utility work will begin in March.
  - ii. ODOT granted reduction of scope (fuel tank and farm reduced)
    1. Members wonder if we can install tie downs where the fuel farm is supposed to be until such time as the fuel farm is installed.
  - iii. North Ramp will be Closed (with access to T-hangars and WAAAM allowed) starting in May, final date TBD.
  - iv. Discussion of tie-down parking options
    1. Anne and FBO will work together to determine where tie down parking will occur.
    2. Access to T-hangars will be uninterrupted throughout the projects

# Port of Hood River

*Providing for the region's economic future*

- c. *FAA projects*
  - i. *North Apron will bid in February. Work will start in June.*
- d. *T-Hangars*
  - i. *T-hangar leases are being renewed. The Port changed the leases to require proof of ownership and have a flyable aircraft in the hangars. There has been some push back from tenants who cannot provide proof of ownership or a valid relationship with the aircraft in the hangar. The Port will terminate leases with those tenants and expects some wait list movement this year*

Anne introduced Daryl Stafford who is now managing the T-hangar leases. This position has turned over annually for the last 5 years. Daryl is learning fast and cleaning up the current issues with subleasing of the hangars, which is rampant. There was support from the members regarding cleaning up subleasing and allowing the wait list to move. Inspections and evictions will begin in February.

- e. *Noise*
  - i. *The Port continues to work on this issue. Experts in the noise field who conduct noise studies have been contacted. Additionally, Staff is working with the FBO and others to determine potential requirements for noise reduction during pattern work. I.e. modification of the aircraft, quieter aircraft etc.*
  - ii. *Staff will likely place decibel monitoring equipment on the ends of the runways over the summer that track operations and noise. This will assist us in gathering base data.*

Ken reviewed the work that has been done regarding noise to date. Asked if more brochures could be put out at the FBO- Anne can do that.

- Josh Pruzek from AOPA stated that the Port was doing all the right things that are standard for how to address noise. That the HR airport is a gem and supporting the backcountry flying movement that is currently happening. AOPA is happy to help with this noise issue as needed.

## 2. *FBO update*

HR now only has 1 cub doing training all else has been transferred to the Dalles and AZ. They are pretty slow right now and only have one CFI in hood river and the dalles.

## 3. *WAAAM Update*

WAAAM revenue was up 16% this year, 30 cars were donated and they continue to grow. Over 30,000 volunteer hours!

## 4. *Glider Update*

Gliders are still in storage and they are looking forward to a great 2020.

## 5. *Additional items*

**Next meeting February 20<sup>th</sup> at 3:00 PM at WAAAM.**

# Commission Memo



Prepared by: Fred Kowell  
Date: February 4, 2020  
Re: Appointment to Budget Committee

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The following lists the Budget Committee members and their terms of service. Staff has contacted the members whose terms have expired and each of them would like to continue to serve on the Budget Committee for another three-year term. Staff recommends the appointment of Svea Truax to the Committee, based on her application received last year.

- Svea Truax – Nominated for a Term Expiring June 30, 2023
- John Benton – Nominated for a Term Expiring June 30, 2023
- Larry Brown – Nominated for a Term Expiring June 30, 2023
- Laurie Borton – Term Expires June 30, 2020
- Judy Newman – Term Expires June 30, 2022

**RECOMMENDATION:** Approve appointment of Svea Truax, John Benton, and Larry Brown to the Budget Committee for three-year terms, expiring June 30, 2023.