



PORT OF HOOD RIVER COMMISSION
AGENDA
Tuesday, April 6, 2021
Via Remote Video Conference, Marina Center Boardroom

Immediately Upon Adjournment of Spring Planning Work Session

Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Public Comment
 2. Consent Agenda
 - a. Approve Minutes of the March 16, 2021 Regular Session (*Maria Diaz, Page 3*)
 - b. Approve Lease with PWK in the Big 7 Building (*Genevieve Scholl, Page 7*)
 3. Informational Reports
 - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 23*)
 4. Presentations & Discussion Items – *None.*
 5. Executive Director Report (*Michael McElwee, Page 29*)
 6. Commissioner, Committee Reports
 - a. Bi-State Working Group, March 22 - Everitt
 7. Action Items
 - a. Appoint New Member to the Budget Committee for a Term of 4 Years (*Fred Kowell, Page 33*)
 - b. Approve Addendum No. 2 to Contract with Coffman Engineering for Engineering Services Related to Bridge Approach Ramp Repair (*John Mann, Page 43*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) real estate negotiations.
 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.*

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Port of Hood River Commission
Meeting Minutes of March 16, 2021 Regular Session
Via Remote Video Teleconference & Marina Center Boardroom
5:00 p.m.

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

5:00 p.m.
Regular Session

Present: Commissioners John Everitt, David Meriwether, Hoby Streich, Ben Sheppard, Kristi Chapman;
Legal Council: Jerry Jaques, Anna Cavaleri; from staff: Michael McElwee, Genevieve Scholl, Kevin Greenwood, Fred Kowell, Daryl Stafford, John Mann, and Anne Medenbach.

Absent: None

Media: None

1. CALL TO ORDER: President John Everitt called meeting to order at 5:00 p.m.

a. Modifications or additions to the agenda: None

b. Public Comment: Public comment recieved.

2. CONSENT AGENDA:

a. Approve Minutes of the February 16, 2021 and March 2, 2021

b. Lease Agreements

1. Approve Lease with FHWA in the Marina Park #1 Building

2. Approve Lease with Wolf Ceramics in the Big 7 Building

3. Approve Hangar Lease with HoodTech at the Airport

4. Approve Addendum No. 4 to Hangar Lease with CloudCap at the Airport

5. Approve Lease with Rapid ReadyMix at the Lower Mill

6. Approve Lease with Neal Creek Forest Products at the Lower Mill

7. Approve Lease with Pfriem Brewing Co. in the Halyard Building, subject to legal review and Executive Director approval.

c. Approve Accounts Payable to Jaques Sharp in the Amount of \$9,360

Motion: Approve Minutes of the February 16, 2021 and March 2, 2021, with the following corrections: Include Fred Kowell in the March 2, 2021 meeting attendance and adding the language with legal counsel review and Executive Director approval to the Pfriem lease.

Move: Sheppard

Second: Chapman

Discussion: None

Vote: Unanimous

3. INFORMATIONAL REPORTS:

a. Bridge Replacement Project Update: Recommendation to move this down to a discussion item.

4. PRESENTATION AND DISCUSSION ITEMS:

a. Land Use Chapter of the Bridge Replacement FEIS

1. Kevin Greenwood began his presentation by explaining what chapter 3.4 of the Supplemental Draft really focuses on. The term Land Use is pertaining to what uses are being impacted and which landowners are being impacted. The Port will be one landowner being impacted negatively from an operational perspective. Another part of the discussion it what is known as Section 4(f) in which

Federal Highways is required to acknowledge all impacts to recreational properties. For the Port's sake, the two main ones are the Waterfront Trail and the Marina and its parking lot. Right now, the acquisition would impact 1.2 acres of Port property, a loss of 18 parking spaces, and would require reconstruction of the access road. The Administration Building impacts would be a space reduction of 31%, and loss of 6 parking spaces. Commissioner Streich asked for further clarification on the issues of to the access of the buildings, which is answered with a hard yes from Commissioner McElwee. To this, Streich recommends we address when we figure out/pencil in the lost value and revenue of the asset. Impacts pertaining to the Waterfront Trail consist of detour routes being made during construction, however, signage will be made to assist trail users during this time, with the trail eventually returning to original route after construction. The long-term mitigation options include the landscaping be restored to their original condition, all acquisition of real property required for the construction of replacement bridge would comply with federal and state laws, the laws would be followed to protect land uses/critical areas, and the reconfiguration of the Marina parking area to replace boat launch parking spaces removed by the new bridge onramp. Greenwood ended his presentation with things to consider that include the 5% design, the 4(f) letters, an added mitigation of possible permanent impacts to the Port of Hood River's Administration offices. McElwee closes out by saying that he is on board with signing off on the 4(f) letter pertaining to the Waterfront trail, but not the 4(f) related to the Marina. All Commissioners express their concurrence.

b. Bridge Replacement Project Update

1. Greenwood asked the Commission to direct their attention to the Critical Path report. Greenwood relayed the concerned of Jeff Buckland, environmental leads manager for ODOT, about the way that some of the deadlines were being presented. Based upon the tribal outreach, the underwater surveys, final submission of the final report, and then all reports need to go to the DAP and the historic preservation organizations/agencies, it is looking like it's going to be the end of October. With a deadline of November, ODOT agrees that it is a much more reasonable deadline for final EIS and the ROD considering all the adjustments and changes that have been required. Commissioner Chapman asks for a timeline on the video/imagery of the underwater surveys to which Commissioner Greenwood responds by saying that he could probably bring preliminary images by the next meeting, but that the actual report won't be out for three weeks. Commissioner Chapman also wondered whether it would be helpful to include a commissioner in the meetings when reaching out to the tribes. Greenwood acknowledges her point is very valid, but he reiterates that the tribes really only listen to the federal government which explains why in an upcoming meeting, Phil Ditzler, from the Federal Highways Oregon division, will be opening up the presentation.

5. EXECUTIVE DIRECTOR REPORT: Michael McElwee began his report by requesting input on the draft agenda for Spring Planning. The question is are there any discussion items that the Commission wants added or items that don't rise to the level of a 20-minute conversation during the special work session. Pertaining to the dates provided in the draft, McElwee restates the importance that all Commissioners are available. McElwee highlights staff's work engaging with ODOT and OTC for Covid relief in the federal session that approved the omnibus bill. He noted, deck welding starts Monday of the coming weeks with Bulldog Welding.

6. COMMISSIONER, COMMITTEE REPORTS:

- a. Airport Advisory Committee: Anne Medenbach reported on the meeting to review final recommendations related to noise mitigation and the draft Acknowledgment Letter. It was met with

support and there will be some changes in the AAC. Ken Newman is stepping down as President due to personal reasons.

7. ACTION ITEMS:

a. Accept Airport Noise Work Group Report and Approve Acknowledgement Letter for Noise Reduction

Motion: Approve Acknowledgement of Recommended Aircraft Practices by Commercial Operators of Aircraft at the Ken Jerstedt Airfield 4S2.

Move: Streich
Second: Chapman

Discussion: Commissioner Streich voices his concerns about whether or not the Commission has looked at what making formal action on this would entail and obligate the Port to. Streich is concerned that the motion would make it hard to change directions or go down a different path. McElwee states that this motion would be to simply accept the staff report and not necessarily abide by what it calls for right away, but an acknowledgment of the report. Which Jerry Jaques recommends the wording changes (to “acknowledge” versus “accept”) in the minutes after the initial concern was voiced. Commissioner Sheppard, Streich, and Chapman believe there is no reason to motion the acceptance of the noise report as it has never been done before in this case and will already be acknowledged in the meeting itself for future reference. Commission consensus to change the motion to only acknowledge receipt of the report.

Vote: Unanimous

b. Approve Resolution No. 2020-21-2 Authorizing Grant Application to OSMB for Boat Launch Float Replacement Project

Motion: Approve Resolution No. 2020-21-2 authorizing grant application to the Oregon State Marine Board for the Boat Launch Float Replacement project.

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

8. COMMISSION CALL: None.

9. EXECUTIVE SESSION: President John Everitt recessed Regular Session at 6:27 p.m. 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

Motion: Motion to adjourn the meeting
Vote: Unanimous
MOTION CARRIED

The meeting adjourned at 6:27 p.m.

Respectfully submitted,

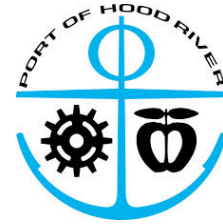
Maria Diaz

ATTEST:

John Everitt, President

David Meriwether, Secretary

Commission Memo



Prepared by: Genevieve Scholl
Date: April 6, 2021
Re: PWK Design, LLC Lease

PWK Design, LLC is a product development and mechanical engineering firm led by Pat Kalahar. They provide coaching, reverse engineering, design, prototype development and consulting services. They would like to lease Suite 403 of the Big 7 Building, with a total rentable area of 1,429 square feet. The Lease term will be April 12, 2021 through March 31, 2022, and includes an option for a one-time extension of two years.

RECOMMENDATION: Approve Lease with PWK Design, LLC for Suite 403 in the Big 7 Building.

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LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as “Lessor,” and PWK Design LLC, an Oregon limited liability company, hereinafter referred to as “Lessee.” Lessor and Lessee may hereafter be referred to individually as a “party” or collectively as the “parties”.

- 1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor Leases to Lessee approximately 1,429 square feet of space in Lessor’s building commonly known as the Big 7 Building (“Building”) located at 616 Industrial Street, Hood River, Oregon (“Leased Premises”). The Leased Premises are identified in the attached “**Exhibit A**”.

Building Name:	Big 7
Building Address:	616 Industrial Street
Lessee Suite/Description:	403
Leased Area:	1,276 sf
Rentable Area:	1,429 sf

- 2. Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on April 12, 2021 and continuing through March 31, 2022. If not in default under the Lease, and if Lessee pays Lessor all Rent Lessee owes or may be responsible to pay under the Lease, Lessee has the option to extend the Lease for one extension term of two years through March 31, 2024, provided Lessee gives Lessor written notice of Lessee's intent to renew the Lease for the additional term while the Lease is in effect. To be effective, Lessee’s notice to renew must be received by Lessor no later than ninety (90) calendar days prior to the Lease termination date.

Effective Date:	April 12, 2021
Lease Expiration Date:	March 31, 2022
Renewal Options:	one (2) year
Renewal Notice Requirement:	90 day

- 3. Allowed Use.** Lessee shall use the Leased Premises for tooling, hardware and electronic component production, assembly and storage. The Leased Premises shall not be used for any other purposes without the written consent of Lessor, which may be granted or denied in Lessor’s discretion.
- 4. Rentable Area Load Factor.** Each Building tenant, including Lessee, is responsible to pay for their share of Building Operating Expenses related to “Building Common Areas” consisting of interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators. A “Load Factor” is calculated to determine Building tenant payments owed for Building Common Area Operating Expenses, which is added to Base Rent.

Load Factor Formula: The total Building square footage is 42,103 SF. The Building Common Area square footage is 4,923 SF. The total Building square footage divided by the total Building

square footage minus the Building Common Area square footage equals the Load Factor %. The Big 7 Building Load Factor is 12%.

Rentable “Area square footage” is the Leased Premises square footage (1,276SF) plus the Load Factor area square footage (153 SF). The Rentable Area square footage used to calculate Rent as defined below, is 1,429 SF.

5. Rent

The rents Lessee owes Lessor shall be and consist of Base Rent (“Base Rent”), plus Additional Rent (“Additional Rent”). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as “Rent”.

5.1 Base Rent. Beginning on the Effective Date, Base Rent shown below shall be payable in equal monthly installments in advance on the first day of each calendar month during the Term of this Lease, except to the extent otherwise specifically provided elsewhere in this Lease. However, if the Lease does not begin on the first day of a month rental for the first month shall be prorated to reflect the actual number of days in that month that the Lease is in effect and shall be payable immediately.

<u>Suite #</u>	<u>Rentable Area Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rent</u>
403	1,429	.75	\$1,072

5.1.1 Consumer Price Index (CPI). Starting on the first anniversary of the Effective Date, and occurring annually thereafter, including any extensions of this Lease, Base Rent will be adjusted by adding to the monthly Base Rent amount payable during the previous 12-month period a percentage increase equal to the previous twelve months Base Rent amount times the percentage change in the Consumer Price Index for the Western Region Class BC, or a similar U.S. Government inflation index selected by Lessor (“CPI”) for the most recent 12-month period for which a published CPI is available. However, in no event will the annual increase be less than one (1) percent or more than five (5) percent.

5.2 Additional Rent. Additional Rent shall be all other sums of money that shall become due from and payable by Lessee to Lessor under this Lease, including without limitations, Operating Expenses as defined in Section 5.3.1 and Taxes and Assessments as defined in Section 5.3.2. Additional Rent shall be payable by Lessee to Lessor on the first calendar day of each month.

5.3 Additional Rent Calculation.

<u>Rentable Area (Square Footage)</u>	<u>Estimated rate per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
1,429	.20	\$286

5.3.1 **Operating Expenses.** Operating Expenses shall include all costs for the operation, repair and maintenance of the Building, Building Common Areas, and “Building Exterior Areas” which are located on Lessor property adjacent and related to the Building, whether designated for a particular Building tenant or which benefit some or all Building tenants. Operating expenses may include but are not limited to:

5.3.1.1 All costs and expenses incurred by Lessor in maintaining and repairing the Building, the Building Common Areas and Building Exterior Areas, including but not limited to:

5.3.1.1.1 General Building Exterior Areas maintenance and repairs of paved areas including; resurfacing, painting, restriping, cleaning, sidewalks, curbs, snow removal, storm systems, drainage systems and sweeping;

5.3.1.1.2 Maintenance and repair of landscaping including plantings, irrigation and sprinkler systems, general landscaping maintenance;

5.3.1.1.3 Services for Building Common Areas such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance;

5.3.1.1.4 General maintenance and repair of Building systems including plumbing, lighting and fixtures, siding and trim, flooring, HVAC, roof and fixtures and garbage service.

5.3.1.1.5 Property management and administration fees required to enable the Building to be used by tenants and maintained.

5.3.1.2 All costs and expenses incurred by Lessor for utility usage that is not separately metered and payable by Lessee or another Building tenant, including but not limited to: electricity, gas, water, telecommunications and internet provided in suite, as well as Building Exterior Areas, and Building Common Areas.

5.3.1.3 Operating Expenses shall not include (a) Lessor’s capital expenditures, determined pursuant to Generally Accepted Accounting Principles as interpreted by Lessor, consistently applied, made in connection with Building, Building Common Areas or Building Exterior Areas or any equipment therein or thereon, except for those (i) required to comply with laws enacted after the date of this Lease, or (ii) made for the primary purpose of reducing Operating Expenses (b) attorneys’ fees incurred in enforcing the terms of any Building lease; (c) any amount paid to an entity or individual affiliated with or otherwise related to Lessor which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties; (d) any cost of selling, exchanging or refinancing the Building and Building Common Areas and any tax increase caused by their revaluation by virtue of a sale by Lessor; (e) Lessor’s general administrative overhead not directly attributable to management or operation of the Building, Building Common Areas and Building Exterior Areas and (f) costs for services normally provided by a property manager where the Operating Expenses already include a management fee.

5.3.2 **Taxes and Assessments.** Lessee shall pay its proportionate share of all current assessments, real estate taxes, other taxes, fees and other charges levied or imposed by any governmental body against the Leased Premises, the Building,

Building Common Areas and Building Exterior Areas and the property on which those sit, whether or not now customary or within the contemplation of the parties. Payment of the taxes shall be made as an Additional Rent charge. Lessee's proportionate share of any taxes shall be based only on that portion of the taxes which is allocated to the Leased Premises including the Load Factor during the Lease Term. Lessee shall directly pay all taxes levied on or with respect to Lessee's personal property located on the Leased Premises.

5.3.3 Annual Adjustment/Reconciliations. Within a reasonable time following the end of each Lessor fiscal year ending June 30 ("Fiscal Year") during the Term, Lessor shall furnish to Lessee an itemized statement prepared by Lessor setting forth Lessee's total Rent, including Additional Rent, for the preceding Fiscal Year, the estimated amount of Lessee's share of future Additional Rent for the upcoming Fiscal Year, and the Rent payments made by Lessee, including Additional Rent, during the prior Fiscal Year ("Itemized Statement"). Should Lessee's prior Fiscal Year Additional Rent payments exceed the actual Additional Rent owed, Lessor shall credit Lessee that over payment amount to apply to the next Fiscal Year Additional Rent amount. Should Lessee's prior Fiscal Year Additional Rent payments be less than actual Additional Rent owed, Lessee shall pay Lessor for such deficiency in a lump sum within thirty (30) calendar days after receipt of the Itemized Statement.

The upcoming Fiscal Year Additional Rent payable by Lessee will be based on the preceding Fiscal Year actual expenses allocated to Lessee and any new or higher costs or expenses allocated to Lessee which Lessee will owe based on Lessor's forecast of the future Fiscal Year expenses, which shall be reflected in the Itemized Statement. The new monthly Additional Rent amount will be sent to Lessee by Lessor in the annual Itemized Statement. Lessor shall adjust the Additional Rent monthly payment amount beginning every July 1 of the Term, which Lessee shall pay monthly in advance on the first day of each month during the Fiscal Year. The updated Additional Rent payment payable by Lessee for July and any other month that begins after the Itemized Statement is sent by Lessor to Lessee shall be due within ten (10) days after the date Lessor sends the Itemized Statement to Lessee.

5.3.4 Market Rent Payable If Lease Option Is Exercised. If the Lease is in effect one hundred eighty (180) calendar days prior to its renewal term, then not more than one hundred eighty (180) days from such renewal term, Lessor will notify Lessee in writing what the monthly Rent amount for the Leased Premises will be on the date of the renewal term, if Lessee exercises Lessee's option to renew the Lease. The renewal term Rent amount will be based on Lessor's good faith estimate of the fair market monthly rental rate for the Leased Premises upon the start of the renewal term including a CPI adjustment, provided however, the Rent amount will not be less than the most recent monthly Rent amount payable by Lessee prior to the renewal term. When Lessor notifies Lessee what the renewal term monthly Rent amount will be, Lessor will provide Lessee with information Lessor has used to determine the fair market monthly Rent amount, in Lessor's opinion. If Lessee exercises Lessee's option to renew the Lease the fair market monthly Rent amount established by Lessor will be payable by Lessee beginning on the first day of the renewal term. The foregoing notwithstanding, if Lessee is dissatisfied with or has

questions about the fair market monthly Rent amount Lessor will charge Lessee beginning at the renewal term, Lessee may discuss the matter with Lessor prior to exercising Lessee's option to renew the Lease. Lessor may agree to change the monthly Rent amount payable beginning of the renewal term, or not, in Lessor's discretion. If Lessor agrees to change the monthly Rent amount beginning at the renewal term, that agreement must be in writing signed by Lessee and Lessor.

6. Building Common Areas and Building Exterior Areas. Building Common Areas and Building Exterior Areas are provided by Lessor for the joint use and benefit of Building tenants, including Lessee, their employees, customers, suppliers and other invitees. Building Common Areas and Building Exterior Areas are identified in the attached "Exhibit B". Use of available Building Common Areas and Building Exterior Areas shall be subject to compatible, non-exclusive use on the part of other Building tenants. Lessee agrees that its usage of such Building Common Areas and Exterior Building Areas shall not interfere or be inconsistent with the similar rights of other Building tenants. All Building Common Areas and Exterior Building Areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all Building Common Areas and Building Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Building.

6.1 Building Exterior Areas include: public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by particular Building tenants as shown in the attached "Exhibit B".

6.2 Building Common Areas include interior Building space which is not available for lease to a third party and that is shared by Building tenants and shall include, but is not limited to: entry areas, hallways, stairwells, mechanical, IT, electrical and janitorial closets, shared restrooms and elevators.

7. Parking. Lessee may park vehicles in Building Exterior Areas designated by Lessor for vehicle parking when parking spaces are available. As part of this Lease Lessee may also park vehicles in one designated parking spaces located at the back of the Building in the area shown on **Exhibit B**. Lessor shall have no obligation to monitor parking or enforce parking restrictions associated with Lessee's designated parking spaces.

8. Maintenance and Repair.

Expenses of any maintenance or repair activity that is not considered a Capital Expenditure is an Operating Expense described in section 5.3.1 of this Lease. A portion of the cost of Lessor maintenance and repair activities related to Lessee's occupancy of the Leased Premises shall be payable by Lessee as Additional Rent.

8.1 Lessor Obligations. Lessor shall maintain the Building except for the Leased Premises and other tenant occupied leased areas which are the responsibility of Building tenants, and shall maintain the Building Exterior Areas, and Building Common Areas, including stairs, corridors, restrooms, exterior and interior windows, plumbing and electrical equipment serving the Building, roof and elevators, except for equipment owned or leased by Lessee and other building tenants, in reasonably good order and condition except for damage occasioned by the Lessee or Lessee's licensees or invitees, which damage Lessee shall promptly repair or may be repaired by Lessor at Lessee's expense in Lessor's discretion, in

which case Lessee shall promptly reimburse Lessor. Lessor shall cause water and electric services to be provided to the Building. However, in no event shall Lessor be responsible or liable for an interruption or failure in the supply of any utilities to the Building or Leased Premises or for inconvenience or costs incurred by Lessee resulting from Lessor maintenance.

8.2 Lessee Obligations. During the Lease Term Lessee shall at Lessee's sole cost and expense keep the Leased Premises in good order, condition and repair. This obligation shall include, without limitation, the obligation to maintain and repair when damaged, not functioning or worn beyond ordinary wear and tear: floor coverings, wall coverings and paint, casework, ceiling tiles, HVAC exclusively serving the Leased Premises, window coverings, light bulbs, ballasts and fixtures, locks and hardware and all tenant improvements. Lessee shall promptly pay bills for Lessee's utility services provided directly to Lessee and shall reimburse Lessor for utilities services paid for by Lessor as Operating Expenses.

9. Insurance

9.1 Lessee Hold Harmless Agreement. Lessee agrees to indemnify and save Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and save Lessor, Lessor's Port Commissioners, officers, employees and agents, harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this Lease, or arising from any willful or negligent act or omission of Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, attorney fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor, Lessor's Port Commissioners, officers, employees or agents by reason of any such claim, Lessee, upon notice from Lessor covenants to resist and defend such action or proceeding with the assistance of qualified legal counsel.

9.2 Lessee Insurance. On or before the effective date of the Lease and thereafter during the Lease Term, Lessee shall maintain insurance and provide Lessor with current certificates of insurance, including an additional insured endorsement, ensuring coverage of:

(a). Commercial General Liability insurance covering the insured against claims arising out of Lessee's operations, assumed liabilities under this Lease and use of the Leased Premises. The combined single limit shall not be less than Two Million Dollars (\$2,000,000) per occurrence with a Four Million Dollar (\$4,000,000) aggregate limit. Lessee agrees to keep the policy in effect for the duration of the Lease Term. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured. The policy shall state that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by Lessor and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen (14) calendar days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor.

(b). Property Damage insurance covering (a) all furniture, trade fixtures, equipment, merchandise and all other items of Lessee's property on the Leased Premises and all alterations and other improvements and additions to the Leased Premises whether owned or constructed by Lessee or Lessor pursuant to the Lease. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the guaranteed replacement costs new value without deduction for depreciation of the covered items and in amounts that meet any co-insurance clauses of the policies.

9.3 Building Damage or Destruction. Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Building Common Areas providing protection against "all risk of physical loss". If the Leased Premises or Building are partially destroyed (more than 25%) by fire or other casualty, Lessor may decide to repair the Leased Premises or Building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within thirty (30) calendar days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the Lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the Lease shall continue and Lessor shall return the Leased Premises or Building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the Rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or Building or related to repairs undertaken by Lessor.

10. Lessor Funded Tenant Improvements. If Lessor has agreed to make or pay for tenant improvements to the Leased Premises prior to or during the Lease Term, a description of the improvements, costs and Lessee's obligation to pay for such improvements shall be set forth in a separate written agreement that will be an amendment to and become part of this Lease.

11. Tenant Alterations. Lessee shall not make any alterations, additions, or improvements ("Alterations") in, on or to the Leased Premises or any part thereof without the prior written consent of Lessor which Lessor may agree to, with or without conditions, or deny in Lessor's discretion. After receiving a Lessee request to make Alterations Lessor will consider the following, among other issues: (i) the Alterations are nonstructural, do not impair the strength of the Building or any part thereof, and are not visible from the exterior of the Leased Premises; (ii) the Alterations do not affect the proper functioning of the Building heating, ventilation and air conditioning, mechanical, electrical, sanitary or other utilities systems and services of the Building; (iii) Lessor shall have reviewed and approved the final plans and specifications for the Alterations; (iv) Lessee pays Lessor a fee for Lessor's indirect costs, field supervision or coordination in connection with the Alterations equal to five percent (5%) of the actual cost of such Alterations or such other sum as Lessor determines if Lessee agrees; (v) materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor's Building standards; and (vi) before proceeding with any Alteration, which will cost more than \$10,000, Lessee obtains and delivers to Lessor a performance bond and a labor and materials payment bond for the benefit of Lessor, issued by a corporate surety licensed to do business in Oregon each in an amount equal to one hundred twenty five percent (125%) of the estimated

cost of the Alterations and in form satisfactory to Lessor, or such other security as shall be satisfactory to Lessor.

12. Fixtures and Personal Property. Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises or Building. Lessee shall promptly notify Lessor of, and shall defend, indemnify and save harmless, Lessor from and against any and all construction and other liens and encumbrances filed in connection with Alterations, or any other work, labor, services or materials done for or supplied to Lessee.

At the expiration or earlier termination of the Lease Term Lessee shall remove all furnishings, furniture, equipment, other personal property and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any personal property, this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the Lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may affect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

13. Condemnation. If more than twenty- five percent (25%) of the Leased Premises and/or Building shall be taken or appropriated under the power of eminent domain or conveyed in lieu thereof, Lessor shall have the right to terminate this Lease. If the Lease is terminated, Lessor shall receive all income, rent award or any interest thereon which may be paid or owed in connection with the exercise of such power of eminent domain or convey in lieu thereof, and Lessee shall have no claim against Lessor or the agency exercising such power or receiving such conveyance for any part of such payments. If Lessor elects not to terminate the Lease, Lessor shall receive any and all income, rent award or any interest thereon paid or owed in connection with such taking, appropriation or condemnation.

14. Signs. Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from the Building Common Areas or Exterior Common Areas without the prior written consent of Lessor, which Lessor may grant or deny in Lessor's discretion. Lessee agrees to maintain in good condition any signs or displays which are allowed.

15. Leased Premises Condition; Lessor Access. Lessee has inspected the Leased Premises and accepts them in AS IS condition. Lessee shall return the Leased Premises to Lessor in the condition when leased or as improved in good, broom clean condition except for ordinary wear and tear at the termination of this Lease. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Upon termination or expiration of this Lease, Lessor shall inspect the Leased Premises and shall either accept the condition AS IS or require Lessee to remove personal property and/or repair the Leased Premises to a condition that is acceptable including reasonable wear and tear. Any cost to bring the Leased Premises back to an acceptable condition shall be the sole responsibility of Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after twenty four (24) hours oral notice (without notice to protect public health and safety in an emergency) to inspect it or to make repairs, additions or Alterations to the Leased Premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on-site manager if any) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same within thirty (30) calendar days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same satisfactory to Lessor in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof and pay Lessor's related costs.

Lessor shall provide up to 5 access keys to the Leased Premises or up to five (5) access cards. Additional keys or lost keys may be purchased from Lessor for \$20 per key. Additional access cards may be purchased from Lessor for \$25 per card. If Lessor is managing a key system which requires issuance of a rekey Lessee shall be responsible for the cost associated with Lessor issuing a rekey.

16. Entire Agreement; Amendments. This Lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This Lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.

17. Quiet Enjoyment. From the date the Lease commences Lessee will have the right to use the Leased Premises consistent with this Lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this Lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the Building and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.

18. Waiver. One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.

19. Assignment. Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the Leased Premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent.

20. Default. Time is of the essence of performance of all the requirements of this Lease. If any Rent or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) calendar days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of Rent or other charges) within fourteen (14) calendar days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of

creditors or if Lessee shall abandon the Leased Premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the Lease may be terminated at the option of Lessor. If the Lease is terminated, Lessee's liability to Lessor for Rent and damages shall survive such termination and Lessor may re-enter, take possession of the Leased Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

21. Holdover. If Lessee does not vacate the Leased Premises when the Lease Term expires, Lessor shall have the option to treat Lessee as a month to month tenant, subject to all the provisions of this Lease except the provisions for term and renewal, and at a rental rate equal to one hundred and fifty percent (150%) of the daily prorated amount of the Rent for the last period prior to the date of expiration. Lessor may choose to lower the rental rate and will notify Lessee of such choice in writing once Lessee is holding over. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than ten (10) calendar days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this Lease or by law with respect to month-to-month tenancy.

22. Notices. Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent if any, to the person signing the Lease, or to Lessee's on site manager if any who at the date of this Lease is Pat Kalahar, or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease; and if such notice is to Lessor, delivered personally to the Executive Director of the Port of Hood River at the Port of Hood River's office located at, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

23. Governing Law and Dispute Resolution. This Lease shall be governed by and construed in accordance with the laws of the State of Oregon. Any dispute involving this Lease may be resolved by court action or mediation if both parties agree. If the parties agree to use a mediator they will each pay one half the costs of mediation. If mediation does not occur or does not result in a resolution satisfactory to both parties the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in court action, mediation or arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto.

24. Authority to Execute. The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

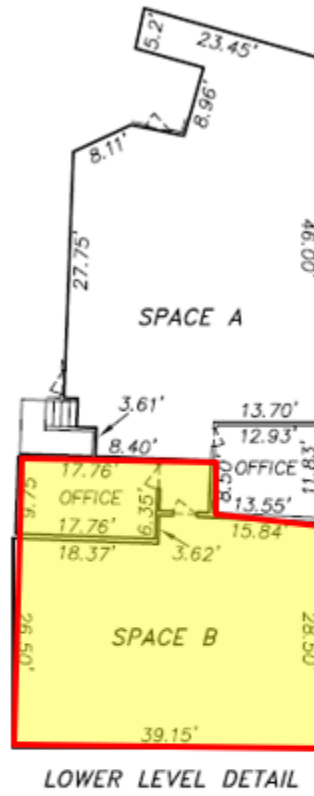
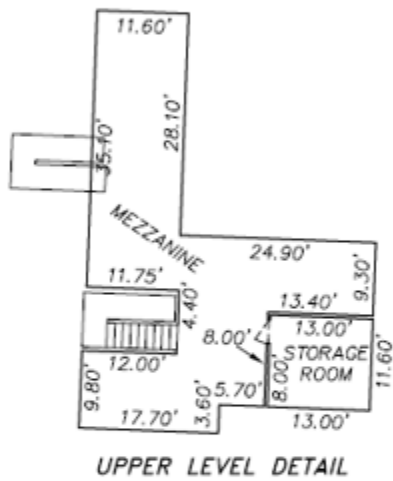
DATED this ____ day of _____, 2021.

Lessee:	PWK Design LLC	Lessor:	Port of Hood River
Signed:	_____	Signed:	_____
By:	Pat Kalahar	By:	Michael McElwee
Its:	Member	Its:	Executive Director
Address:	PO Box 823 Hood River, OR 97031	Address:	1000 E. Port Marina Drive Hood River, OR 97031
Email/phone:	pwkalahar@gmail.com /(319) 541-5706	Email/phone:	(541) 386-1645

Exhibit A LEASED PREMISES

NOTE:

- * TYPICAL INTERIOR WALL THICKNESS IS 5"
- * SOME OF THE INTERIOR WALLS ARE NOT SQUARE



LOWER LEVEL *EXCLUDING STAIRCASE

SPACE A AREA = 1,645 Sq. Ft.
SPACE B AREA = 1,276 Sq. Ft.

UPPER LEVEL *EXCLUDING STAIRCASE

AREA = 1,065 Sq. Ft.

STAIRCASE

AREA = 77 Sq. Ft.

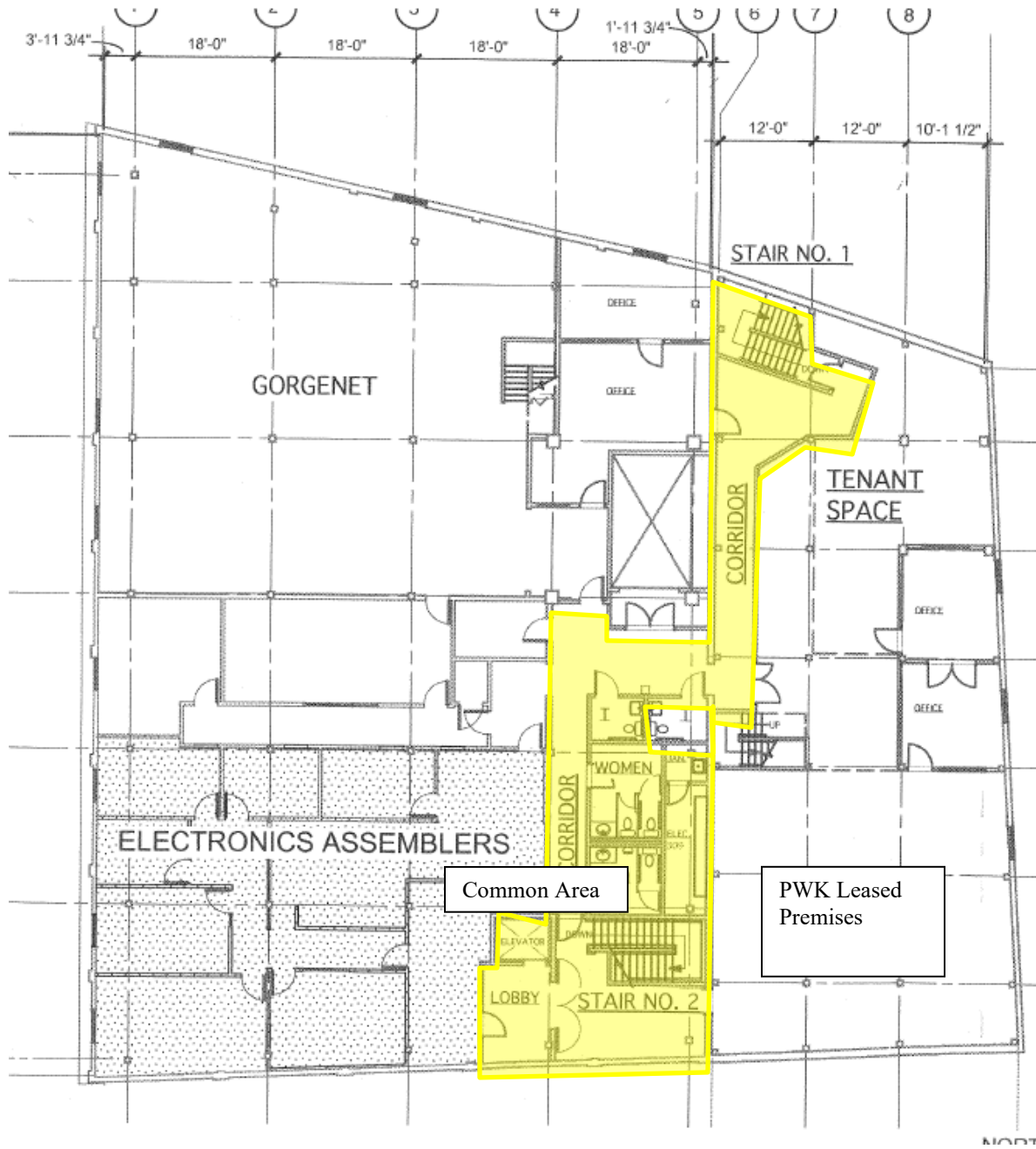
TOTAL LEASE AREA

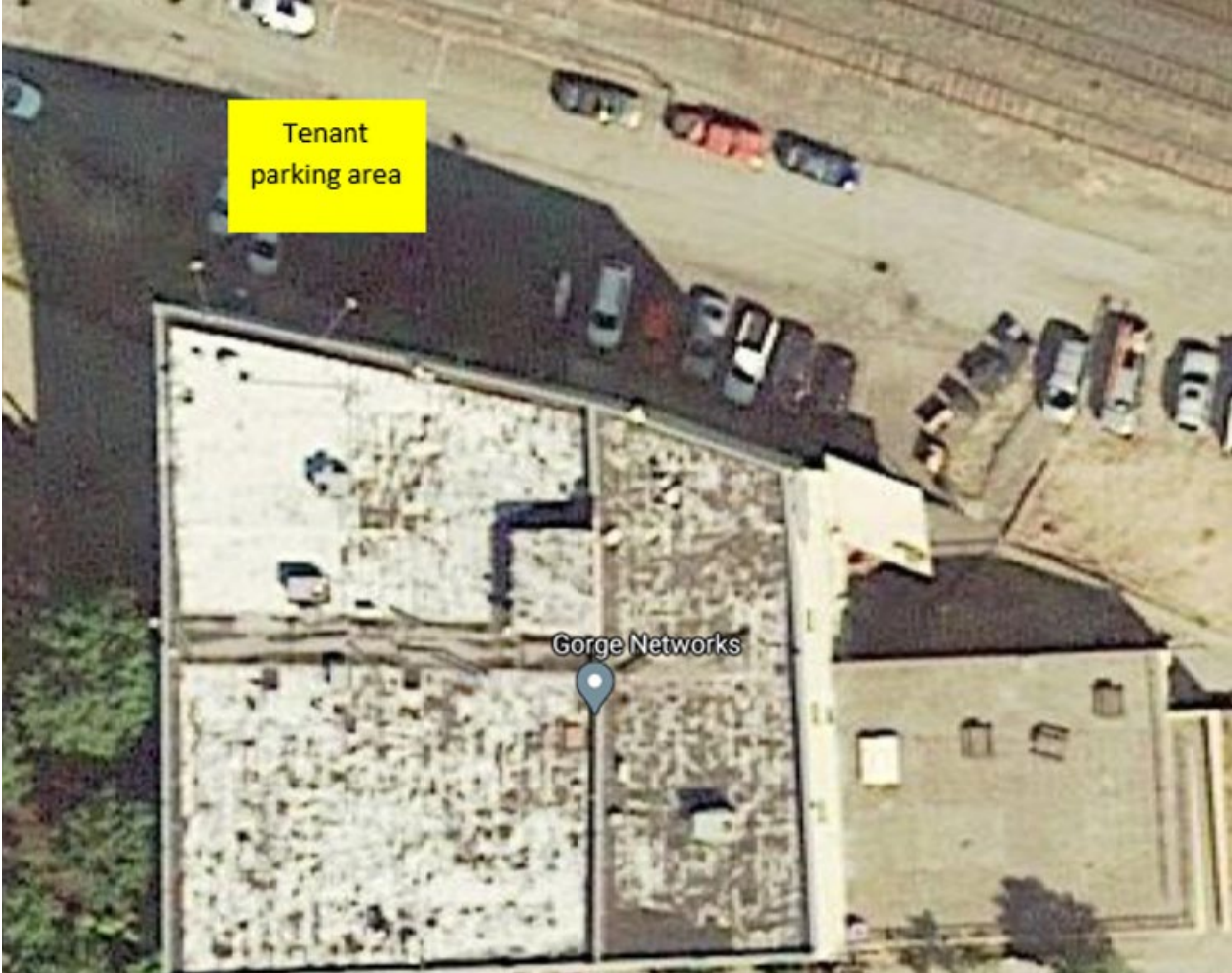
AREA = 4,063 Sq. Ft.



DATE: FEBRUARY 23, 2021
SCALE: 1" = 20'
PROJECT: 14092LEASE
P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE (541)386-4531
E-Mail: terra@gorge.net

Exhibit B COMMON AREAS AND BUILDING EXTERIOR AREAS







Project Director Report
April 6, 2021

The following summarizes Bridge Replacement Project activities from Mar. 14 – April 2, 2021:

PROJECT MANAGEMENT UPDATE

KEY TAKEAWAY:

- *February invoice attached.*

GOVERNMENT AFFAIRS/LOBBYING UPDATE

KEY TAKEAWAYS:

- *TRP has prepared \$5M request via Oregon ARPA funds*
- *Advocating for \$5M via Rep. Bentz in U.S. Transportation Reauthorization Bill*
- *Administration’s Build Back Better proposal could be opportunity for \$150-200M request.*
- *Wash. State Senate budget includes \$5M via Sen. King. Boswell working to ensure inclusion in House budget as well.*

FEIS/ROD CRITICAL PATH UPDATE

KEY TAKEAWAYS:

- *WSP has updated Land Use chapter based upon Commission discussion last month*
- *Yakama Nation Fishers Meeting was a success. Many new ideas for mitigating impacts were generated*
- *Historic Resources Technical Report is complete and being distributed for comment*

LAND USE IMPACTS TO PORT OPERATIONS

WSP has completed staff edits to the Land Use section of the EIS. Management will be reviewing for accuracy. Ensuring that Port operations is fully considered as a part of bridge replacement is critical. Federal policies related to the protection of recreational resources (ie, marina parking) also requires the Port to acknowledge a *di minimus* effect. That draft letter from ODOT to the Port is also under review.

TRIBAL OUTREACH

The Project Team presented to the Yakama Nation (YN) Spring Fishers Meeting on March 25th. We received an excellent response and members of the tribe talked with the team for about 45 minutes. Shaneka Owens, representing Federal Highway Administration (FHWA), thanked the Yakama for their involvement in the project. Some of the highlights from the discussion included the following:

- Concerns about barge traffic being able to pass one another at the same time transiting under the new bridge. A follow up email to Shaver and Tidewater hopes shed light on how they would likely operate with a wider opening (246' to 450').
- Support for bridge replacement.
- Support for dredging of fishing sites to remove siltation.
- Support for making it difficult for predatory birds such as cormorants to perch on the bridge.
- Support for ensuring lighting does not project down onto river surface.
- Support for continued effort to make Breeze-by exemption for tribal members.
- There was interest in seeing if the project could put effort into helping the Bingen fish processing plant obtain an outfall permit. The current facility cannot be used until an outfall is installed.

In addition, the YN placed the fishers survey on their Facebook page and the Col. Riv. Intertribal Fishing Council (CRITFC) sent the survey via text to 400 member fishers. So far WSP has received over a dozen responses to the survey.

HISTORIC STRUCTURE WORK

The Historic Resources Technical Report (focusing on built structures) is complete and has been distributed for agency review. Elements of the 714-page report have been previewed and recent drone and street-side photography are included as requested. Agencies now have 30 days to review for comment by April 19th.

GOVERNANCE/BSWG UPDATE

KEY TAKEAWAYS:

- *BSWG Meeting scheduled for April 13th at 1:30p*
 - *Governance Update*
 - *Finance Plan Criteria Review*
 - *AE/Design RFP Scope Review*
 - *P3 Discussion*
 - *Membership Discussion*
 - *Strategy Principles*

FUNDING & FINANCING UPDATE

KEY TAKEAWAYS:

- *Staff has received BUILD planning grant template*

MEETING SCHEDULE

- WSP Weekly Check In, April 5
- Spring Planning, April 6
- Thorn Run Partners, April 6
- Klickitat County Transportation Comm., April 7

- Sec. 106 Cultural Resources, April 8
- WSP Weekly Check In, April 12
- BSWG Meeting, April 13
- Mott McDonald, April 15
- Rep. Noble, April 16
- WSP Weekly Check In, April 19
- WSP Engineering Mtg., April 19
- Thorn Run Partners, April 20

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*ok to pay
Greenwood
Bridge Replacement*

April 1, 2021
\$89,819.73

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: March 26, 2021
Invoice No: 1044382
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 31 PE 28Feb21

Services provided from February 01, 2021 to February 28, 2021

**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	\$49,113.97	\$1,122.00	\$39,246.44	\$40,368.44	\$8,745.53	82.19%	86.00%
1	Project Management	\$488,616.87	\$7,397.17	\$418,730.55	\$426,127.72	\$62,489.15	87.21%	86.77%
2	Public Involvement	\$233,915.87	\$5,277.08	\$200,411.52	\$205,688.60	\$28,227.27	87.93%	89.21%
3	Project Delivery Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
4	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
5	Environmental	\$1,664,072.93	\$69,411.38	\$1,351,612.72	\$1,421,024.10	\$243,048.83	85.39%	85.84%
6	Engineering	\$428,551.31	\$6,370.06	\$400,063.08	\$406,433.14	\$22,118.17	94.84%	95.37%
7	Transportation	\$129,168.35	\$0.00	\$129,168.35	\$129,168.35	\$0.00	100.00%	100.00%
8	Permit Assistance	\$154,560.70	\$242.04	\$151,819.96	\$152,062.00	\$2,498.70	98.38%	99.14%
9	Contract Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 n/a		0.00%
Totals		\$3,148,000.00	\$89,819.73	\$2,691,052.62	\$2,780,872.35	\$367,127.65	88.34%	88.77%

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

	Budget	Current Invoice	Previously Invoiced	To-Date Invoiced	Amount Remaining	Financial % Complete	Physical % Complete	Performance Ratio (Phys/Fin)
0 Direct Expenses	\$49,113.97	\$1,122.00	\$39,246.44	\$40,368.44	\$8,745.53	82.19%	86.00%	1.05
DE Direct Expenses	\$49,113.97	\$1,122.00	\$39,246.44	\$40,368.44	\$8,745.53	82.19%	86%	1.05
1 Project Management	\$488,616.87	\$7,397.17	\$418,730.55	\$426,127.72	\$62,489.15	87.21%	86.77%	0.99
1.1 Project Management and Coordination	\$402,202.80	\$6,665.35	\$340,556.94	\$347,222.29	\$54,980.51	86.33%	86%	1.00
1.2 Client Progress Meetings	\$51,942.21	\$0.00	\$48,164.65	\$48,164.65	\$3,777.56	92.73%	90%	0.97
1.3 Consultant Team Coordination Meeting	\$21,347.05	\$0.00	\$17,576.80	\$17,576.80	\$3,770.25	82.34%	86%	1.04
1.4 Change Control	\$12,146.68	\$499.60	\$11,639.27	\$12,138.87	\$7.81	99.94%	100%	1.00
1.5 Risk Management	\$978.13	\$232.22	\$792.89	\$1,025.11	(\$46.98)	104.80%	86%	0.82
2 Public Involvement	\$233,915.87	\$5,277.08	\$200,411.52	\$205,688.60	\$28,227.27	87.93%	89.21%	1.01
2.1 Public Involvement Plan and Task Coordination	\$39,798.97	\$914.21	\$31,003.95	\$31,918.16	\$7,880.81	80.20%	86%	1.07
2.2 Stakeholder Interviews	\$18,619.47	\$0.00	\$18,619.47	\$18,619.47	\$0.00	100.00%	100%	1.00
2.3 Media Releases, Fact Sheets, and eNews	\$16,168.57	\$65.75	\$13,235.56	\$13,301.31	\$2,867.26	82.27%	82%	1.00
2.4 Social Media, Digital Ads and Videos	\$5,049.22	\$0.00	\$3,039.29	\$3,039.29	\$2,009.93	60.19%	75%	1.25
2.5 Project Website Support	\$14,862.88	\$0.00	\$11,905.22	\$11,905.22	\$2,957.66	80.10%	80%	1.00
2.6 Bridge Replacement Advisory Committee	\$37,158.02	\$3,570.41	\$28,386.00	\$31,956.41	\$5,201.61	86.00%	83%	0.97
2.7 Stakeholder Working Groups	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
2.8 Public Open Houses	\$49,759.44	\$0.00	\$47,892.25	\$47,892.25	\$1,867.19	96.25%	97%	1.01
2.9 Public Comments	\$2,840.58	\$0.00	\$2,461.44	\$2,461.44	\$379.14	86.65%	99%	1.14
2.10 Community Outreach Events	\$18,651.79	\$0.00	\$18,651.79	\$18,651.79	\$0.00	100.00%	100%	1.00
2.11 Environmental Justice	\$22,661.74	\$595.66	\$17,915.49	\$18,511.15	\$4,150.59	81.68%	83%	1.02
2.12 Status Reports	\$8,345.19	\$131.05	\$7,301.06	\$7,432.11	\$913.08	89.06%	90%	1.01
3 Project Delivery Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0.00%	n/a
3.1 Project Delivery Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
4 Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0.00%	n/a
4.1 Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
5 Environmental	\$1,664,072.93	\$69,411.38	\$1,351,612.72	\$1,421,024.10	\$243,048.83	85.39%	85.84%	1.01
5.1 Environmental Study Plan and Coordination	\$71,938.97	\$2,976.48	\$68,945.24	\$71,921.72	\$17.25	99.98%	100%	1.00
5.2 Agency Coordination	\$120,305.24	\$2,403.65	\$113,604.88	\$116,008.53	\$4,296.71	96.43%	96%	1.00
5.3 Methodology Memoranda	\$27,931.63	\$0.00	\$27,931.63	\$27,931.63	\$0.00	100.00%	100%	1.00
5.4 Technical Report, Technical Memoranda	\$389,476.14	\$0.00	\$389,476.14	\$389,476.14	\$0.00	100.00%	100%	1.00
5.5 ESA Section 7 Compliance	\$114,492.05	\$485.16	\$111,746.48	\$112,231.64	\$2,260.41	98.03%	98%	1.00
5.6 Cultural / NHPA Section 106 Compliance	\$377,996.96	\$43,074.81	\$280,574.03	\$323,648.84	\$54,348.12	85.62%	85%	0.99
5.7 Section 4(f)/Section 6(f)	\$38,352.80	\$1,525.80	\$35,924.44	\$37,450.24	\$902.56	97.65%	98%	1.00
5.8 Draft EIS Re-Evaluation	\$38,095.30	\$0.00	\$38,095.30	\$38,095.30	\$0.00	100.00%	100%	1.00
5.9 Supplemental Draft EIS	\$245,484.70	\$0.00	\$245,484.70	\$245,484.70	(\$0.00)	100.00%	100%	1.00
5.10 Responses to Comments on the 2003 EIS	\$67,153.00	\$3,832.63	\$25,773.49	\$29,606.12	\$37,546.88	44.09%	55%	1.25
5.11 Mitigation Plan	\$56,314.00	\$2,980.15	\$10,023.08	\$13,003.23	\$43,310.77	23.09%	25%	1.08
5.12 Final EIS	\$86,497.00	\$12,132.70	\$3,449.82	\$15,582.52	\$70,914.48	18.02%	20%	1.11
5.13 Record of Decision, Notice of Availability	\$23,719.14	\$0.00	\$0.00	\$0.00	\$23,719.14	0.00%	0%	n/a
5.14 Administrative Record	\$6,316.00	\$0.00	\$583.49	\$583.49	\$5,732.51	9.24%	10%	1.08
6 Engineering	\$428,551.31	\$6,370.06	\$400,063.08	\$406,433.14	\$22,118.17	94.84%	95.37%	1.01
6.1 Engineering Coordination	\$108,923.86	\$2,313.64	\$103,551.18	\$105,864.82	\$3,059.04	97.19%	97%	1.00
6.2 Land Survey	\$14,012.50	\$0.00	\$14,012.50	\$14,012.50	\$0.00	100.00%	100%	1.00
6.3 Geotechnical	\$16,325.96	\$1,104.08	\$9,081.76	\$10,185.84	\$6,140.12	62.39%	63%	1.01
6.4 Hydraulics	\$25,495.26	\$0.00	\$25,495.26	\$25,495.26	\$0.00	100.00%	100%	1.00
6.5 Civil	\$131,603.62	\$2,720.12	\$118,057.27	\$120,777.39	\$10,826.23	91.77%	92%	1.00
6.6 Bridge	\$73,563.33	\$0.00	\$73,563.33	\$73,563.33	\$0.00	100.00%	100%	1.00
6.7 Wind Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
6.8 Architecture and Simulations	\$55,641.10	\$0.00	\$55,641.10	\$55,641.10	\$0.00	100.00%	100%	1.00
6.9 Cost Estimating	\$2,985.68	\$232.22	\$660.68	\$892.90	\$2,092.78	29.91%	100%	3.34
7 Transportation	\$129,168.35	\$0.00	\$129,168.35	\$129,168.35	\$0.00	100.00%	100.00%	1.00
7.1 Methodology Memorandum	\$7,785.98	\$0.00	\$7,785.98	\$7,785.98	\$0.00	100.00%	100%	1.00
7.2 Data Review and Collection	\$11,308.30	\$0.00	\$11,308.30	\$11,308.30	\$0.00	100.00%	100%	1.00
7.3 Existing and Future No Build Conditions	\$42,068.26	\$0.00	\$42,068.26	\$42,068.26	\$0.00	100.00%	100%	1.00
7.4 Build Alternatives Analysis Update	\$27,668.08	\$0.00	\$27,668.08	\$27,668.08	\$0.00	100.00%	100%	1.00
7.5 Transportation Technical Report	\$39,028.48	\$0.00	\$39,028.48	\$39,028.48	\$0.00	100.00%	100%	1.00
7.6 Tolling/Revenue Coordination	\$1,309.25	\$0.00	\$1,309.25	\$1,309.25	\$0.00	100.00%	100%	1.00
8 Permit Assistance	\$154,560.70	\$242.04	\$151,819.96	\$152,062.00	\$2,498.70	98.38%	99.14%	1.01
8.1 Permit Plan and Coordination	\$29,166.70	\$0.00	\$28,579.71	\$28,579.71	\$586.99	97.99%	97%	0.99
8.2 In-water Permits for Geotechnical Investigation	\$22,937.38	\$242.04	\$22,260.86	\$22,502.90	\$434.48	98.11%	98%	1.00
8.3 US Coast Guard Permit	\$72,665.38	\$0.00	\$72,665.38	\$72,665.38	\$0.00	100.00%	100%	1.00
8.4 Columbia River Gorge National Scenic Area	\$20,357.53	\$0.00	\$20,357.53	\$20,357.53	\$0.00	100.00%	100%	1.00
8.5 U.S. Army Corp of Engineers Permits	\$9,433.71	\$0.00	\$7,956.48	\$7,956.48	\$1,477.23	84.34%	100%	1.19
8.6 Washington State Permits – Reserved	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
8.7 Oregon State Permits – Reserved	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
8.8 Washington Local Agency Permits (City/County)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
8.9 Oregon Local Agency Permits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
9 Contract Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0.00%	n/a
9.1 2019 Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
Totals	\$3,148,000.00	\$89,819.73	\$2,691,052.62	\$2,780,872.35	\$367,127.65	88.34%	88.77%	1.00

Administration

- Following today's Spring Planning meeting, the next key dates in our budget preparation will be:
 - May 4 – Budget Committee Meeting
 - June 1 – Budget Hearing
 - June 15 – Budget Adoption
- The candidate filing deadline for the May 18, 2021 Special District election was Thursday, March 18th. The Port will have one contested seat, Position 3.
- Commissioners are required each year to file an Annual Verified Statement of Economic Interest (SEI) with the Oregon Government Ethics Commission by April 15. If you have not already made your filing, or if you need assistance, please contact Genevieve.
- COVID
 - The availability of a vaccine is growing in Hood River County and most all Port staff have either received their shots or are being scheduled to do so in the next few weeks. Port staff is generally classified in the Phase 1b , Group 7 category and eligibility for that group begins April 5.
 - Fred is working closely with staff at the Oregon Department of Transportation to confirm our eligibility for the \$477,698 the OTC recently allocated to the Port from the 2020 federal COVID relief funding help replace lost toll revenue. We hope to receive the funds this month.
 - The Oregon Legislative Emergency Board allocated \$100 million to Business Oregon for a new program to provide financial assistance to commercial landlords impacted by the COVID-19 pandemic. The program provides grants to building owners for lease payments from tenants behind on rent. Anne Medenbach was able to secure \$100,000; the maximum for the Port, due to relief provided to Pfriem. A lease amendment will be required once the funds transfer is verified.
- Senator Ron Wyden held a virtual town hall from the Port Commission Room on April 3. Staff presence was minimal, primarily to assist with building opening and room setup.
- Efforts are ongoing to fill the Property/Development Manager position. I believe a good candidate pool is emerging. I will likely start 1:1 interviews the week of April 12. Anne Medenbach's last day at the Port was memorable with staff gifts and a late afternoon gathering at Waterfront Park across from Pfriem.

- Commissioner Everitt, Kevin Greenwood, and I were able to give a 30-minute presentation to the Oregon Legislature’s Joint Transportation Committee on March 25 regarding the bridge replacement project and funding needs for the Post-NEPA Phase 2. Several committee members related their knowledge of the bridge and expressed support for our replacement efforts.
- Staff has prepared several requests for project funding at both the state and federal levels. Congress is allowing members to submit requests for Community Directed Projects and we will submit a request for \$5 million for bridge replacement directed toward the Transportation Reauthorization bill and \$400,000 for E. Anchor Way on Lot #1. The state of Oregon has received in excess of \$2.5 billion from the American Recovery Act and Representative Williams is seeking requests for financial assistance for various efforts, including infrastructure investments. The deadline was April 2nd and staff submitted requests for financial assistance for the Bridge, Lot #1 (both E. Anchor Way and N. 1st Street and for the commercial hangar and Ken Jernstedt Airfield. This is a very quick and fluid process for the solicitation of what are, essentially, earmarks.

Recreation/Marina

- The Gates Memorial Project is nearing completion. See photo to right, showing most of the concrete flatwork complete. Final grading, tree planting, irrigation and plaque installation is next. A ribbon-cutting is planned for July.
- Youth lacrosse teams are in full swing on the Marina Green. A private youth soccer league will also use the area for specific dates in April, May and June. Because they are for-profit, a fee of \$100 per day will be charged.
- The annual lottery for five seasonal slips on the South Basin Dock occurred on March 31. There were 12 applicants. Slip costs for the summer are \$845.
- Daryl is in touch with Event Site hosts John and Sharon Chow about their availability to serve again this summer. As they are residents of Canada, it is likely they will not be able to travel or may only arrive toward the end of summer. Doug Newcomb, the Event Site host last summer, who did an excellent job, has expressed interest in returning and we will likely welcome him back in May.
- American Cruise Lines has received permission from Hood River County Health to begin landing in Hood River. Their first stop is scheduled for May 6th. A total of 45 stops are planned through early October. Linblad Expeditions has also requested 16 dockings for their ships, the National Geographic Sea Lion and Quest, for September and October 2021.



- Event Site concessions will begin setting up for the season on April 15. The vendors have commented to Daryl that they are already booking up the weekends for the season.
- The Gorge Jr. Sailing team plans to return this season offering Covid-compliant sailing lessons for young kids. The classes will be held in July and August. The Monday night free open sailing will not be held this summer.
- Genevieve, Daryl, and John collaborated to submit a grant request to Travel Oregon's Competitive Recovery Grants program for new artificial surface rigging areas at the Hook, safety and wayfinding signage, and additional garbage and sanitation measures.
- The Marina water & sewage pump-out station will be back in service April 15th.
- Hood to Coast Race Series has requested to hold a new event, the Windy River Relay, on July 24, 2021. Set up would be at the Marina Green. They anticipate 600 runners.
- Port crews have completed installation of a new ADA-accessible ramp at the Moorage Restroom. The project turned out superbly, a great credit to the Facilities staff. See photo to right.



Development/Property

- Early work is underway for installation of an electric car charging station on N. 1st Street. This was part of our agreement with FORTH last year.
- Selective striping and painting within various parking lots and roadways occurred April 1-3. Work included painting of parking lines for ADA stalls, N. 1st street, Event Site, and four spots in the boat launch so they will no longer accommodate a vehicle with a boat trailer making the turn arounds easier to navigate with a trailer. Thank you to Commissioner Chapman for making this recommendation. New parking stops were installed at the Hook to better delineate parking spaces (see photo to right).



- Key Development has entered into an agreement with Tesla to provide seven charging stations south of the parking lot behind the Solstice Building on the waterfront. The only Port connection to this agreement is the option we hold to purchase that property back and build a parking structure. That option is not valid for several years.
-

Airport

- The deadline for the FBO Request for Qualifications (RFQ) was February 19. We received one submittal.
 - Ken Newman, the current chair of the Airport Advisory Committee, has notified staff that he will step down from his position. A new Chair will be elected at the next AAC meeting, to be scheduled likely in May.
-

Bridge/Transportation

- The bi-annual bridge deck maintenance and repair welding wrapped up on April 2. Significant progress was made during the two weeks of work, and most of the break points were addressed. Traffic impacts resulting from single-lane closures were minimal although there were backups on SR-14 when crews were working close to the north end of the bridge. A big thank you to Port welders and flaggers and the crew from Bulldog Welding.
- The inspections of the lift span that were expected to occur last fall are now scheduled for April 25-29. Lubrication of each of the wire ropes will also take place. The operations will require one long (45 minute) bridge lift on each of the four days. Staff will be working to issue public notice and get the word out to businesses and emergency service agencies on both sides of the river. There will be significant traffic impacts during the lifts.

Commission Memo



Prepared by: Fred Kowell
Date: April 6, 2021
Re: Budget Committee Appointment

Laurie Borton has retired from the Budget Committee, leaving a vacancy. The Port issued public notice and advertised the vacancy starting on March 3 and has received two applications, from Becca Sanders and Chris Robuck (see applications attached).

This position serves a three-year term, beginning immediately and continuing through June 30, 2024.

The Commission should nominate and elect one new Budget Committee member from the two applicants.

RECOMMENDATION: Appoint [Nominee] to the Budget Committee for a three-year term beginning April 6, 2021 and expiring June 30, 2024.

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**PORT OF HOOD RIVER
BUDGET COMMITTEE APPLICATION**

Please print - use back if needed

NAME: Becca Sanders

ADDRESS: 2178 Montello Ave

Email becca.e.sanders@gmail.com

PHONE: 541 387 4464 FAX: _____

(You must be a registered voter residing in the Port District.)

**Government committees/commissions/boards/civic/service organizations
on which you have served:** _____

MCCC-BOD Chair; United Way BOD Chair of Allocations;
HROCC-BOD Treasurer; see vita for more

**Please state in concise terms any relevant experience you may have and
explain why you would like to serve on the Port of Hood River Budget
Committee:**

[Exp] I manipulate spreadsheets/work with numbers as a
career; attention to detail; history in Hood River (20 yrs);
waterfront user; big picture thinker; value
innovation; collaborative; doer/get it done orientation;
interested in Port projects.

[Why] opportunity to contribute; asked to apply;
interested in role; engaged in process; different/
new way to serve HR community

Signature

Becca Sanders

Date

3/15/21



Becca Sanders

Evaluator



Owner, LLC



becca.e.sanders@gmail.com



iterationevaluation.com



541.387.4464

ABOUT ME



Grew up in London, Ontario



Living life in Hood River, Oregon



Mediocre outrigger canoe paddler



Love to bike



Happily married, one child...



... and 2 dogs



Mediocre Skier



Keep me outside!

● 1994

Undergrad ✓

● 2000

1st Project as Lead Evaluator ✓

● 2007

Done with Grad School ✓

● 2009

Became a contractor ✓

● 2011

LLC Formed ✓

● 2021

Still Rolling!

EDUCATION

BS



Bachelor of Science
University of Guelph

MS



Master of Science
University of British Columbia

MSW



Master of Social Work
Portland State University

PhD



Food Insecurity/ Hunger
Portland State University

Years as an Evaluator	Evaluations Led	Sectors Evaluated	States Worked In	Large Grant Team Writer
20	50+	8	10	20+

CURRENT EVALUATION PROJECTS

Team Based Care Model
 System of Care Expansion (3)
 Treatment for Individuals Experiencing Homelessness
 Mental Health First Aid
 Partnership for School Success
 Certified Community Behavioral Health Clinics
 Certified Community Behavioral Health Clinics
 Certified Community Behavioral Health Clinics
 National Strategy for Suicide Prevention
 21st Century Afterschool Learning Program
 Social Emotional Literacy of Youth
 Big Brothers Big Sisters
 Peer Support Recovery

Psychiatry
 Children's Mental Health
 Adult Mental Health
 Veteran Mental Health
 Prevention
 Integrated Healthcare
 Integrated Healthcare
 Integrated Healthcare
 Prevention
 Education
 Drug and Alcohol Prevention
 Youth Services
 Peer workforce

National Council
 SAMHSA CMHS
 SAMHSA CMHS
 SAMHSA CMHS
 SAMHSA CSAP
 SAMHSA CMHS
 SAMHSA CMHS
 SAMHSA CMHS
 SAMHSA CSAT
 Department of Education
 Youththink
 BBBS
 Recovery Institute

DC
 Michigan
 Michigan
 Michigan
 Oregon
 Michigan
 Virginia
 Nevada
 Michigan
 Oregon
 Oregon
 Michigan
 Michigan



Becca Sanders

Evaluator



Owner, LLC



becca.e.sanders@gmail.com



iterationevaluation.com



541.387.4464

RECENT EVALUATION PROJECTS

System of Care Expansion (1)	Children's Mental Health	SAMHSA CMHS	Michigan
System of Care Expansion (2)	Children's Mental Health	SAMHSA CMHS	Michigan
Primary Behavioral Health Care Integration	Adult Mental Health	SAMHSA CMHS	Michigan
Project ADAPT for Veterans	Veteran Mental Health	DHHS Michigan	Michigan
Pharmacogenomic Testing in Mental Health	Psychiatric Care	Private Donor	Michigan
Cultural Competence in Mental Health Workforce	Mental Health Workforce	Medicaid PIHP	Michigan
Parent Management Training Oregon-Reunification	Children's Mental Health	DHHS Michigan	Michigan
Residential Services Outcome Measurement	Children's Mental Health	Private Provider	Michigan
System of Care	Children's Mental Health	SAMHSA CMHS	Michigan
Mental Health Statistics Improvement Process	Adult Mental Health	Medicaid PIHP	Michigan
Mental Health System Transformation	Adult Mental Health	SAMHSA CMHS	Michigan
Statewide Consumer Network	Adult Mental Health	SAMHSA CMHS	Michigan
Statewide Consumer Network	Adult Mental Health	SAMHSA CMHS	Michigan
Kids are Special Curriculum	Child Abuse and Neglect	Local Non-Profit	Michigan
Healthcare Behavioral Health Integration Initiative	Integrated Healthcare	Local Foundation	Montana
Geriatric Health Indicators	Integrated Healthcare	National Council	New York
Wellness Oriented Trauma Informed Care	Trauma Informed Care	National Council	Oklahoma
Racial Healing Initiative	Higher Education	Kellogg	Michigan
Neonatal Abstinence Syndrome	Drug/ Alcohol Treatment	Local Foundation	Michigan
Education Re-Connection	Education	Local Foundation	Michigan
Social- Emotional Youth Development	Youth Services	Local Foundation	Michigan
Disproportionate Minority Contact Reduction	Juvenile Justice	OJJDP	Michigan
Trauma Informed Primary Care	Trauma Informed Care	Kaiser Permanente	7 States

EARLY CAREER EVALUATION PROJECTS

Capacity Building and Organizational Development	Nonprofit Services	Local Non-Profit	Michigan
Community Impact Measurement	Nonprofit Services	Junior League of America	Michigan
Drug Free Prevention Coalition	Drug/ Alcohol Prevention	SAMHSA CSAP	Oregon
Youth Drug and Alcohol Prevention	Drug/ Alcohol Prevention	State of Oregon	Oregon
Drug Free Community Anti-Drug Coalitions of America	Drug/ Alcohol Prevention	SAMHSA CSAP	Oregon
Strengthening Treatment Access and Retention	Drug/ Alcohol Treatment	SAMHSA CSAT	Oregon
Matrix Model for Treatment of Methamphetamine	Drug/ Alcohol Treatment	Local Foundation	Oregon
Youth Skill Development	Youth Services	Local Non-Profit	Michigan
Institute for New Leadership	Youth Services	Boys and Girls Club	Michigan
Challenge Day	Youth Services	Local Foundation	Michigan
Strengthening Treatment Effectiveness TCE	Children's Mental Health	SAMHSA CSAT	Oregon
System of Care	Children's Mental Health	SAMHSA CMHS	Oregon
Suspension/ Expulsion Among African American Youth	Education	State of Oregon	Oregon
Prisoner Re-Entry Initiative	Corrections	Local Foundation	Michigan
Men in Mentoring	Youth Services	Big Brothers/ Big Sisters	Michigan



Becca Sanders

Evaluator



Owner, LLC



becca.e.sanders@gmail.com



iterationevaluation.com



541.387.4464

COMMUNITY SERVICE

Gorge Grown	Evaluation Technical Assistance
The Next Door Inc.	Evaluation Technical Assistance
Hood River Warming Shelter	Food Runner, Evaluation Technical Assistance
Hood River Outrigger Canoe Club	Executive Board Member, Treasurer
Mid-Columbia Children's Council	Executive Board Member, Chair
Columbia Gorge Literacy	Reading Tutor
Gorge Non-Profit Collaborative	Founding Executive Board Member
Kalamazoo Literacy Council	Reading Tutor
Providence Hood River Memorial Hospital	Mentor to the Elderly
Columbia Gorge Court Appointed Special Advocates	Child Abuse and Neglect Advocate
United Way of Hood River County	Executive Board Member, Chair of Allocations
Oregon Center for Public Policy	Research Intern, Alleviating Hunger in Oregon Project
Oregon Dispute Resolution Commission	Certified Mediator, State of Oregon
Guelph Humane Society	Shelter Helper

Invited National Talks	Merit Awards Earned	University Courses Taught	Peer Reviewed Publications	Grad Students Supervised
20+	6	Only 2	Only 3	5

PUBLICATIONS

Sanders, B. (2007). **Food Insecurity and Hunger among Low Income US Households: Relations to Federal Food Assistance Program Participation**, *Doctoral Dissertation*, 113p.

Walker, J and Sanders, B. (2011) **The "Community Supports for Wraparound Inventory": An Assessment of the Implementation Context for Wraparound**, *Journal of Child and Family Studies*, v20 n6 p747-757.

Harris, S. and Sanders, B. (2015) **Justice in Mental Health: A Better Foundation for the Expansion of Peer Support**, In Everham, W. (Ed), *Probing The Past*. p73-83.

RECEIVED

**PORT OF HOOD RIVER
BUDGET COMMITTEE APPLICATION**

APR 01 2021

Please print - use back if needed

BY: _____

NAME: Laura Robuck

ADDRESS: 4380 Barrett, Hood River 97031

Email croback@orange.net

PHONE: 541-386-8753 FAX: _____

(You must be a registered voter residing in the Port District.)

Government committees/commissions/boards/civic/service organizations
on which you have served: _____

Please state in concise terms any relevant experience you may have and
explain why you would like to serve on the Port of Hood River Budget
Committee:

See reverse

Laura Robuck 3-28-21

Signature

Date

Experience & Why Serve

Retired CPA. Previous employment includes Finance Director for a small city and for a community college with a budget of \$200 million; both were Oregon municipal entities using the same budget law and financial management statutes as the Port. The college won the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) for the last 10 of my 12 years there. Prior to those jobs, I taught governmental accounting at the University of Alaska, was a volunteer reviewer for GFOA's Certificate of Achievement for Excellence in Financial Reporting, and audited various cities, boroughs, and school districts.

I would like to represent the perspective of those affected by the Port's decisions but not directly benefiting from them.

Commission Memo



Prepared by: John Mann
Date: April 6, 2021
Re: Coffman Engineering Addendum No. 2

During the January 26, 2021, the Commission reviewed the report produced by Harvey Coffman, Coffman Engineers on their evaluation of the condition of the concrete on the north and south approach ramps to the bridge. This evaluation was prompted by prior lab results that indicated high levels of sodium chloride in the concrete, which would indicate full replacement of the concrete might be necessary.

Coffman's recommendation was, instead of full replacement, the Port could seal the deck surface to protect the structural concrete beneath it. The attached Addendum No. will provide for further development of this solution, including specifications of overlay type, under a new Task #5. This task will also include preparation of bid documents for a potential award of contract to perform this repair work in spring of 2022. This Addendum will also extend this contract for one year.

RECOMMENDATION: Approve Addendum No. 2 to Contract with Coffman Engineering for engineering services on the Hood River-White Salmon Interstate Bridge approach ramps, not to exceed \$91,240.00.

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ADDENDUM NO. 2
TO PERSONAL SERVICES CONTRACT

This Amendment No. 2 to a Personal Services Contract ("Contract") is entered into by and between **Coffman Engineers, Inc.** ("Contractor") and the Port of Hood River ("Port").

RECITALS:

WHEREAS, Contractor and Port entered into Contract dated May 13, 2020 for consulting services associated with a condition analysis of the Hood River Bridge piers ("Contract"); and

WHEREAS, the Contract anticipated the possibility of additional engineering analysis tasks associated with high priority bridge projects to informal future capital and capital maintenance project planning; now; and

WHEREAS, the Port requires Coffman's evaluation and analysis related to evaluation of the concrete approach ramps and recommendations for the Long-Term Capital & Maintenance Plan; now therefore:

- Contractor agrees to carry out Task #5 of attached Exhibit A-2 not to exceed \$91,249.00.
- Extend Contract term through May 13, 2022.

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

Date:

COFFMAN ENGINEERS, Inc.

Harvey Coffman, P.E.
1355 N.W. Everett, Suite 100
Portland, OR 97209
Office: 206-462-2657

Harvey.coffman@coffman.com

PORT OF HOOD RIVER

Michael McElwee, Executive Director
1000 E. Port Marina Drive Hood River OR
97031
Phone: (541) 386-1138

mmcelwee@portofhoodriver.com



Exhibit A-2
Task #5, Bridge Approach Ramps
Deck Rehabilitation/Overlay Design
Port of Hood River, Oregon

March 29, 2021

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

Project: Bridge Approach Ramps Deck Rehabilitation/Overlay Design
Port of Hood River, Oregon

Subject: Proposal for Professional Engineering Services

Dear Michael:

Coffman Engineers, Inc (CEI) is pleased to submit this proposal for bridge consulting services for the Port of Hood River on the Hood River-White Salmon Bridge Approach Ramp Concrete Deck Rehabilitation. If you find this proposal acceptable, please provide a Professional Services Agreement to us as our authorization to proceed with the work.

PROJECT DESCRIPTION

As a part of a task initiated by the Port of Hood River in 2020, Coffman Engineers reviewed the available information regarding the North and South approach ramps. The conclusion of this task, as stated in the Deck Rehabilitation Memo dated January 12, 2021, recommended that the Port further validate the Hot Mix Asphalt (HMA) overlay with waterproof membrane option due to the relative lower cost and shorter construction time. This project aims to confirm the HMA overlay with waterproof membrane approach and develop construction-ready documents for the rehabilitation of the approach ramp decks.

PROJECT APPROACH

The general intent of this task is to take a phased approach. The initial phase will verify the existing approach ramps can support the additional weight of the HMA overlay without further restricting the bridge weight capacity. To do this, an in-depth inspection of the structures will be required to validate the condition state of the approach ramp decks. Coffman recommends the use of a Under Bridge Inspection Truck (UBIT) to gain access to the underside of the structure and perform the inspection of the deck soffit. Additionally, Coffman will assess the

load rating capacity of the existing concrete beams to confirm the additional HMA weight will not further restrict the bridge. The most effective way to perform this load rating would be to utilize the previous load rating performed by ODOT and their subconsultant.

This phase is necessary prior to proceeding with developing construction documents for the HMA overlay. Should the HMA be prohibitive other overlay options will be considered as the existing conditions allow. Coffman will document the findings of the inspection, results of load rating analysis, and final recommendation within a report.

The following phase will be the development of the plans, specifications, and estimate (PS&E). Given the nature of the work, Coffman recommends a survey of both approach ramps be performed to define the existing surface elevation and for the use of verifying the appropriate thickness of overlay is applied during construction. The PS&E package will address the need to modify the expansion joints, guardrail heights and the grade transition on and off the approach ramps.

SCOPE OF SERVICES

Our proposed basic services will include the following for the North (Pier 20 thru Pier 28) and South (Abutment E thru Pier 1) approach ramp concrete decks:

- In-Depth Inspection of Approach Ramp Decks –
 - Coffman anticipates the site visit for inspection will require a two-person crew for a full day of inspection (8 hours).
 - Coffman anticipates the rental of a UBIT or similar equipment to verify the existing conditions of the approach ramps for a full day (8 hours). This rental is to include a UBIT driver and bucket operator. Previous bridge inspection reports provided by the Port contain limited information on the overall deck and soffit condition of the approach ramps. This expense has been included in the cost estimate below.
 - The weight of the UBIT will be considered for the compliance with the bridge weight restrictions.
 - The inspection will require traffic control for partial lane closure or the restriction of truck traffic on both ends of the bridge. Traffic control to be provided by the Port. A plan for the inspection and traffic control will be coordinated with the Port prior to the inspection.
- Verification of approach ramp structural capacity due to the added dead load (HMA).
 - Coffman intends to utilize the current load rating calculations to investigate the effect of the increase in dead load (HMA). This evaluation will be conducted to ensure the added weight will not cause further reduction of the current weight restrictions. The results of this assessment will clarify the appropriate overlay option.
- Survey of bridge approach ramps –
 - A topographic survey of the deck surface for both approach ramps will provide the basis of the overlay thickness control.
 - We plan to hire Terra Surveying, of Hood River, as a subconsultant to complete the surveying.
- Develop project plans, specifications, and construction cost estimate for HMA overlay with waterproof membrane.

- These plans and specification will be used to obtain comparable bids for the construction work required. Plans will depict the overlay type, extents, modifications to existing joints, and transitions on and off the approach ramps.
- Plans will address potential modifications to expansion joints, guardrail heights and on grade transition to new deck elevation.
- Specifications will be prepared according to WSDOT Standard Specifications.
- Plans will be prepared according to Coffman plan standards.
- Cost estimate provided by Hill International, Inc.
- Coffman anticipates virtual meetings to discuss the plans at each deliverable stage (30%, 60%, 90%, 100%) of the design.
- Construction Administration Services –
 - At the request of the Port, Coffman is willing to provide construction support to the Port for this project. A line item has been included in the fee proposal to include assistance in responding to bidder questions and one (1) site visit during construction. Any additional construction administration services can be negotiated at that stage of the project.

ADDITIONAL SERVICES:

The following services can be provided for an additional fee to the Agreement:

- Significant changes to the schedule, other than those listed below, including accelerated deadlines, additional milestones, or other material changes to the schedule are potentially additional services.
- Participation in or redesign due to value engineering, or constructability review. Value engineering required due to cost escalation if the project schedule changes.
- The Port of Hood River does not anticipate that any permits will be required for this scope of work. In the event permits are required, Coffman may provide this service for an additional fee.
- One span of the north approach ramp is over Railroad (BNSF) right of way. Coffman anticipates that coordination with the railroad will be handled by the Port. If the Port requires Coffman's involvement, this will be an additional service.
- The Port will handle the bid advertisement and construction management services. Construction administration services, beyond those listed under basic services, can be negotiated at that stage of the project.
- Additional travel to the site beyond what is listed under the project scope.

OWNER FURNISHED ITEMS:

The owner will provide the following items:

- Traffic control for bridge inspection.
- Load Rating details from current Load Rating analysis with individual elements identified.
- Environmental permits applications and permits will be managed by the Port.
- Coordination with Railroad for railroad flagging during bridge inspection.
- The Port will administer the bid advertisement and construction management services and the associated documents.

SCHEDULE:

The deliverable dates for this project will be set upon signing of this proposal. Coffman understands the tentative schedule of this project to be as follows:

- Perform in-depth inspection - March and April 2021
- Inspection and Recommendation Report - May of 2021.
 - We anticipate 1 week for the Port to review the report and provide direction on the recommended overlay type.
- PS&E package delivered by July of 2021.

Upon acceptance of this scope of work, Coffman will coordinate the delivery schedule of the bid document package for the Port's reviews. Coffman anticipates providing drawings to the Port for their review and comment at the 30%, 60%, 90% and 100% stages of design. Coffman understands that the Port would prefer to have construction occur in early Fall of 2021 to provide for good construction weather. Bridge and lane closures due to construction will need to be coordinated with the Port.

DELIVERABLES:

The deliverable for this project will be twofold:

1. The first deliverable will be a report issuing the final recommendation on the overlay options. This report will issue the findings of the in-depth deck inspection, and conclusion of load verification for additional dead load (HMA).
2. The second deliverable will be the construction documents for the implementation of the overlay. The anticipated drawings set will include:
 - General Construction and Note Sheet,
 - Plans of the north and south approach ramps,
 - Detail Sheets for overlay, joint modifications, and repairs,
 - Miscellaneous plans.

We anticipate the following items will be included at each stage of design:

- 30% Deliverable:
 - Preliminary Plans
 - Preliminary Cost Estimate
- 60% Deliverable:
 - 60% Plans
 - Outline of Specifications
 - 60% Cost Estimate
- 90% Deliverable:
 - 90% Plans
 - Draft Specifications
 - 90% Cost Estimate
- 100% Deliverable:
 - Final Plans, Specifications and Estimate

FEE:

We propose to provide the basic services as described above on a Lumpsum basis. Our estimate for this effort is as follows:

Inspection and Review of Load Rating:	\$25,920
Plans, Specifications and Estimate:	\$58,435
<u>Construction Support:</u>	<u>\$ 6,885</u>
Total:	\$91,240

Reimbursable expenses are included in the total fee noted above.

PAYMENTS:

Billings and payments will be made monthly as the work progresses. All other terms and provisions listed in the attached terms and conditions will be applicable to this proposal.

ACCEPTANCE:

If this proposal is acceptable, please provide a Professional Services Agreement to us as our authorization to proceed with the work. The terms and conditions of this proposal are valid if the Agreement is countersigned and returned within 30 days from the date of this letter.

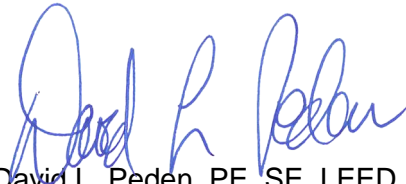
Coffman Engineers, Inc. appreciates this opportunity to assist you on this project. If you have any questions or comments relating to this proposal, please feel free to contact me on my mobile phone at 509.370.8145.

Respectfully submitted,

COFFMAN ENGINEERS, INC.



Harvey L. Coffman, PE, SE
Senior Discipline Manager
Bridge Engineering, Portland Office



David L. Peden, PE, SE, LEED AP
Principal Structural Engineer