



**PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, June 4, 2019
Marina Center Boardroom**

5:00 PM Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Open Public Hearing on Approved Budget for Fiscal Year 2019-2020 (*Fred Kowell – Insert*)
 3. Public Comment (5 minutes per person per subject; 30-minute limit)
 4. Consent Agenda
 - a. Approve Minutes of May 21, 2019 Regular Session (*Genevieve Scholl – Page 3*)
 - b. Approve Land Use Agreement with Columbia Area Transit for Bus Shelter at the Barman Property (*Genevieve Scholl – Page 9*)
 - c. Approve Accounts Payable to Jaques Sharp in the Amount of \$9,108.00 (*Fred Kowell – Page 15*)
 5. Reports, Presentations and Discussion Items
 - a. Financial Report for the Period Ending April 30, 2019 (*Fred Kowell – Page 19*)
 - b. Lease Market Rate Study and Tenant Impact Report (*Anne Medenbach – Page 29*)
 - c. Executive Director Review Process (*Michael McElwee – Page 53*)
 - d. Bridge Replacement Project Update (*Kevin Greenwood – Page 69*)
 6. Director’s Report (*Michael McElwee – Page 129*)
 7. Commissioner, Committee Reports
 1. Airport Advisory Committee, May 23 (Streich, Everitt)
 8. Action Items
 - a. Approve Amendment No. 2 to Contract with Jack Lerner Computer Support Not to Exceed \$35,000 (*Fred Kowell – Page 137*)
 - b. Approve Lease with Cloud Cap Technology at the Wasco Building (*Anne Medenbach – Page 143*)
 - c. Approve Intent to Award and Contract for Big 7 Building Reroof Project Barring No Protests (*Anne Medenbach – Page 159*)
 - d. Appoint Port of Hood River Commission Representative to Bridge Replacement EIS Working Group (*Kevin Greenwood – Page 161*)
 9. Review Staff Budget Recommendations (*Fred Kowell – Page 163*)
 10. Close Public Hearing on Approved Budget for Fiscal Year 2019-2020
 11. Commission Call
-
12. Executive Session under ORS 192.660(2)(e) Real estate negotiations and ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.
 13. Possible Action
 14. Adjourn

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

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

*Port of Hood River Commission
 Meeting Minutes of May 21, 2019 Regular Session
 Marina Center Boardroom
 5:00 p.m.*

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

- Present:** Commissioners Hoby Streich, John Everitt, Brian Shortt, Ben Sheppard, David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, and Daryl Stafford.
- Absent:** Fred Kowell, CFO.
- Media:** Emily Fitzgerald, Hood River News

1. CALL TO ORDER: President Hoby Streich called the regular session to order at 5:03 P.M.

a. Modifications, Additions to Agenda:

1. From staff: Remove Consent Item B (IGA with County for Museum irrigation system), and switch Report Items C and D.
2. From Commission: President Streich noted a correction needed to Page 3 of the Budget Committee Minutes; "Vice President Shortt" should be replaced with "President Streich."

2. PUBLIC COMMENT:

a. Todd Anderson, Hood River spoke as owner/operator of the Columbia Gorge Kayak School concession located at the Nichols Basin in opposition of the proposed aquapark; noting crowding, insufficient facilities, and general comment that privatizing and allowing exclusive use of any area of the waterfront is a bad idea. **Susan Froelich, Hood River** spoke in opposition to the proposed aquapark, noting negative online reviews of such facilities, need for fencing, minimum age requirements, wet suits and changing rooms with hot showers are required and not currently available, per person cost, and safety concerns. **Jason Watts, Hood River** distributed a letter from Big Winds to the Commissioners and spoke in opposition of the proposed aquapark; noting the negative impact the park would have on currently operating SUP concessions. **Karen Sceva, Hood River** also distributed a letter to Commissioners and spoke in opposition of the proposed aquapark; noting crowding at Nichols Basin, conflict with rehabilitation efforts, and the rarity of the Basin being the only recreational water area not affected by the strong river currents. Ms. Sceva noted that the Port has done a great job beautifying the area and she felt the proposed park would take away from that. Ms. Sceva also noted a growing problem of dogs being off leash in the area. **Bernie Boglioli, Hood River** spoke as a representative of the Hood River Outrigger Canoe Clue in opposition to the proposed aquapark, noting the growing outrigger canoe youth and adult beginner and advance programs that utilize the Basin, and the conflicts that would arise should the aquapark be approved. **Alena Iofciu, Hood River** also spoke on behalf of the Hood River Outrigger Canoe Club in opposition to the proposed aquapark, noting the importance of Nichols Basin being available at all times for all activities noting the problematic anchorage of such large structures in high winds.

Michael McElwee noted that the proponents of the aquapark are continuing to pursue approval, and staff at this time requests Commission direction on how to proceed. Daryl Stafford reported that she had met with the aquapark proponents and they reported they are working with engineers on permit approvals for next year. Ms. Stafford described significant infrastructure needs to accommodate such a business at the Nichols Basin. McElwee also noted a letter received in opposition to the aquapark from Columbia Riverkeepers and former Commissioner Jon Davies. After general discussion and a few questions and comments from the Commission, there was unanimous consensus to decline the aquapark proposal.

3. CONSENT AGENDA:

- a. Approve Minutes of May 07, 2019 Budget Committee Meeting as corrected, and the May 7 Regular Session

- Motion:** Move to Approve Consent Agenda
Move: Meriwether
Second: Shortt
Discussion: None

Vote: Unanimous

4. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS:

a. Bridge Capital Projects Report – Facilities Manager John Mann presented a report on the two completed capital improvement and repair projects on the Hood River-White Salmon Interstate Bridge. Mr. Mann reported that the first project replaced the lift motors, skew system, and installed new bridge controls. This work was completed by Hage Electric on May 3. Mr. Mann acknowledged Port facilities crew members Louie Ambers, Steve DePriest, and Travis Gaston for their work during the testing phase of the project that required night work. The second project repaired loose beam ends, damaged Portal Truss, and guardrail uprights along with other miscellaneous steel repairs. This project included items that were included on the fracture critical report for years. The Miscellaneous Steep Repairs project followed the electrical project by one weekend and started May 6. Mr. Mann acknowledged the Commission's decision to allow full closures at nighttime as helping to avoid months of daytime closures that would have been required to complete the work. The project was completed a week ahead of schedule on May 16; Mann commended contractor Abhe & Svoboda for the work. Mr. Mann acknowledged the efforts of Louie Ambers, Travis Gaston, and Brian Spielman for adjusting their schedules to help with concrete patching during the night work. Mann noted that there were only \$5,000 in change orders required for both projects, which is remarkable considering the size of the project budgets. McElwee remarked that Mann should be commended for managing two such significant projects so well. The Commission congratulated Mann on the work well done. Mann then shared photos taken by workers on site and McElwee and described the work done for each photo.

b. Hood River County Energy Plan and Community Solar – Marla Harvey, Coordinator of the Hood River County Energy Plan, gave a brief report with updates to the Energy Plan and then gave a presentation on Community Solar. Ms. Harvey discussed a potential Community Solar project that could be located at the Ken Jernstedt Airfield. Commissioner Meriwether noted that he is the Port representative currently serving on the Hood River County Energy Plan committee. Mr. Meriwether requested Commission support for directing staff to explore possible Port involvement in the project. There was general discussion and Ms. Harvey fielded questions from the Commission. She recommended pursuing an interconnection study for the site to determine cost and next steps. There was unanimous consensus to direct staff to continue to study the potential roles and benefits to the Port for such a project.

c. Marina Electrical System Report – Daryl Stafford, Marina and Waterfront Manager, provided a report on the Marina electrical system tripping and steps taken to solve the problem. Ms. Stafford reported on a group meeting with boat house owners, installations of new individual GFCI breakers at each boat house, and electrical inspections of each boat house to be conducted by Gorge Electric. Stafford also reported on an RMLS listing of a boat house. McElwee commended Stafford on a job well done trying to tackle such a complex and frustrating issue. Stafford will provide an update on the issue at the next meeting.

d. Marina Future Vision – Commissioner Shortt, who will be retiring at the end of June, has extensive experience managing marinas in the Pacific Northwest and throughout the country and has prepared a few thoughts on the future strategic planning for the Marina. Mr. Shortt urged the Commission in the future to consider the upland areas surrounding the Marina as part of the Marina and study potential upland development and new revenue that will be needed going forward, especially in light of the Port's "post-bridge sustainability." Commissioner Shortt recommended the following elements be included in any future planning for the Marina: 1) Mission statement development that addresses local access, power/sail boat needs, schools, tourism, hand launch craft etc., 2) Organizational Chart for the Marina, 3) Development goals and objectives that integrate the basin and the uplands, i.e., upland dry boat storage utilizing a davit design crane, 4). Development of capital and operating budgets for the Marina including a fund for repair and replacement. Shortt urged the Commission to conduct a moorage market rate analysis in-house every 2 years. On the policy side, Shortt recommended the Commission consider revising billing practices to be tied to the greater of either the length of the boat or the slip to optimize rate generation. He also discussed creating a "hot berth" program for short term subleases of vacant slips when the leasee is on an extended trip away with their vessel. He urged the Commission to develop acceptable standards for boat house

sales, structure, floats, and contents and generally expressed his disapproval for keeping house boats in the Marina in the long term. Finally, Shortt emphasized the importance of Marina maintenance with weekly dock walks and monitoring of slip and boat house float integrity. The Commission thanked Mr. Shortt for his presentation. Daryl Stafford then showed a series of tables that illustrated the potential impacts of a couple of Commissioner Shortt's policy recommendations, vis a vis moorage rates and subleasing. There was consensus among the Commission for staff to continue developing policy change recommendations for future consideration.

e. ConnectOregon VI Project Update – Development and Property Manager Anne Medenbach gave a report updating the Commission on the progress and changes to the timeline for the Connect VI project at the airport and detailed three potential options the Commission could consider in project implementation. Medenbach provided a recap of the project since the beginning when the Port was awarded a grant of \$1,364,900 with a pledged local match of \$802,000 for the renovation and expansion of the north apron for a new staging area; preparation of utilities and shovel-ready pad sites; construction of a new av-gas/jet fuel facility to accommodate needs of local air attack firefighting and emergency search and rescue response personnel, local aviation technology companies, visitors, and residents. Medenbach noted that the grant award was valid for five years, and that the FAA's requirement of an Environmental Assessment pushed the original project start date back 18 months, memorialized in a grant amendment executed with ODOT on January 9, 2019 that extended the project completion date to September 30, 2019. Medenbach reported on the loss of previously pledged private investment in the match portion, and wetland mitigation challenges that have pushed the project back further another 3 months. She reported on the status of required permits, and proposed the Commission choose one of three options: 1) bid the entire project, less the paving in 2019, 2) bid the entire project in 2020, or 3) bid the entire project in 2021. After general discussion, there was consensus to bid the entire project with an alternate for paving, after the permits are secured.

President Streich called for a 15-minute break for food at 7:30 p.m. Genevieve Scholl left the meeting at this time.

f. Bridge Replacement Project Update – Kevin Greenwood provided a bridge replacement project update for the period of May 7-21, 2019 highlighting the following activities: Columbia River Gorge Commission presentation on May 14 and project team coordination with Gorge Commission staff on portions of the aesthetics technical report portion of the FEIS. Greenwood also noted that the project team is working to quantify the Gorge Commission Management Plan guidelines for the new bridge. Greenwood reported on agenda for the next EIS Working Group meeting scheduled for May 23. Greenwood noted that the Commission should identify a replacement Port representative for retiring Commissioner Brian Shortt. Greenwood reported that the Navigation Impact Survey is now complete, with WSP identifying a few vessels that need additional clearance, i.e., the Lady Washington. Greenwood explained that while the Type, Size, & Location Study identified an 80 foot vertical clearance, the parabola of the arch does allow for 90 feet at the center of the navigation channel, which would be adequate. The project team travelled to Seattle on May 16 to share these findings with the USCG District 13 bridge division. Greenwood then introduced **Chuck Green of OTAK** to present the peer review of WSP USA's work plan, timelines, and budget adjustments thus far in the FEIS contract. Mr. Green reported that he continues to monitor WSP progress and feels that the level of reporting from WSP is adequate for a project of this size. Mr. Green noted that there is a planned "cost to complete" assessment due in the summer, which WSP will complete and the Port and OTAK will review. There was general discussion with Mr. Green fielding questions from the Commission and consensus that the Commission would rely on the Project Director to schedule the next report from OTAK.

5. Director's Report: Michael McElwee noted the Special Districts election was underway tonight and made remarks about the service and coming retirement of Commissioner Shortt. He noted the rescheduling of Kevin Greenwood's presentation to the Hood River Rotary Club from June 6 to later this year. McElwee explained the coming schedule for the Executive Director review process, beginning with the Personnel Committee meeting May 20, Annotated Work Plan and self-evaluation distributed June 4, review materials and scoring sheets distributed June 7 and due back to Jerry Jaques June 14. Evaluation summary will be discussed in Executive Session on June 18. McElwee noted the coming change of Port logo sign on the office building, and the new CAT bus shelter and public

art installation at the Barman property. He noted the Event Site parking booth would open for the summer this weekend, and online season pass sales exceeded \$47,000. McElwee asked for Commission direction on a request from Oregon Helicopters to operate one or more days of excursion flights from the end of the Marina breakwater this summer. After general discussion, the Commission declined the request. McElwee noted that two weeks of Bridge Deck Welding have been scheduled, one for June and one for August; each requiring six hours of single-lane closures per day.

6. COMMISSIONER, COMMITTEE REPORTS:

a. None

7. ACTION ITEMS:

a. Approve Lease Template and Leasing Strategy – Staff seeks approval of the Lease Strategy including the Lease Template, Tenant Letter 1, Tenant Letter 2, Roll-out Schedule.

Motion: Approve Leasing Strategy for commercial and industrial properties.

Discussion: Commissioner Everitt noted several edits to the Lease Template document to ensure Lease Strategy objectives are achieved. Medenbach reviewed in detail more of the changes made to the Draft Lease document, focusing on the calculation of the Load Factor, Common Area Maintenance charges and services provided, and other details.

Vote: No action taken at this time. Medenbach will send the first letter to tenants and the rest of the documents will be presented for approval at the next meeting.

Michael McElwee asked for a few minutes to discuss an item that was supposed to be discussed during his Director’s Report; Facilities Department Staffing. Referencing the memo included in the packet, McElwee noted that during the Budget Committee meeting, a request was made for staff to further evaluate Facilities Department staffing levels to ensure adequate resources for a good level of maintenance on Port facilities and buildings. Staff recommends 1) hiring a new Level 3 Facilities Worker to replace Rob Arnold who is retiring in June, 2) Budget an additional \$30,000 in flexible resources for temporary positions or contract services, 3) Consider hiring an additions Level 1 or 2 worker, depending on the impacts of the implementation of the new Leasing Strategy.

8. COMMISSION CALL: None.

9. EXECUTIVE SESSION: President Streich recessed Regular Session at 9:22 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. Daryl Stafford made comments thanking Commissioner Shortt for his time and assistance with the Marina.

11. ADJOURN: 9:48 p.m.

Motion: Motion to adjourn the meeting.

Move: Sheppard

Second: Meriwether

Discussion: None

Vote: Unanimous

MOTION CARRIED

The meeting was adjourned at 9:48 p.m.

Respectfully submitted,

Genevieve Scholl

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

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Commission Memo



Prepared by: Genevieve Scholl
 Date: June 4, 2019
 Re: Land Use Agreement – Hood River
 County Transportation District Bus Shelter

The Hood River County Transportation District (“District”), known as Columbia Area Transit or “CAT” has been working to site a bus stop within the city limits that can accommodate large Columbia Area Express busses three times a day plus transfers to smaller busses. In the winter, these stops are accommodated on the State Street stop near the public restrooms, but summertime traffic prohibits such use in the busy season. Port staff has been working closely with District, ODOT, and City of Hood River staff to identify and plan an appropriate site on the waterfront. After much deliberation, all parties agree that despite its unimproved condition, the Barman property provides the best location for a temporary bus stop and shelter at this time. In the future, the District has expressed a desire to explore collaboration on developing a public transit hub on Lot 1.

To help beautify and draw attention to this temporary location, the District and the Port are working with Art of Community to install one large piece of public art that doubles as a bench, “Trillium,” (see photo to right). Due to budgetary constraints and the lack of irrigation water to the site, landscaping will be minimal if at all. The attached land use agreement allows the District to do landscaping with Port approval but does not compel either party to do any landscaping.



The attached Land Use Agreement has been reviewed by District Manager Patty Fink. It provides for a 90-day notification of cancellation of the Agreement by either party during a three year term of authorized use. Staff recommends no fee be charged for the use as the bus stop provides a public benefit in line with Port goals and objectives and there is no competing use at the site at this time.

RECOMMENDATION: Approve Land Use Agreement with Hood River County Transportation District for temporary bus stop and shelter at the Barman property, subject to legal counsel review.

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LAND USE AGREEMENT BETWEEN PORT OF HOOD RIVER AND COLUMBIA AREA TRANSIT

Use of Port property for operating a Transit Center 2019-2022

This is an agreement by and between the PORT OF HOOD RIVER ("PORT") and HOOD RIVER COUNTY TRANSPORTATION DISTRICT, a transportation service district of the State of Oregon, ("DISTRICT") concerning the use of PORT-owned land for the purpose of operating a DISTRICT bus stop and bus shelter.

The parties agree as follows:

1. PORT grants to DISTRICT the right to use a portion of land PORT owns within the Property described in Exhibit A attached hereto ("Property") for three years from the date of this agreement, at no cost, provided that DISTRICT uses the real property for bus stop and bus shelter purposes serving the general public, and DISTRICT complies with the terms of this agreement. DISTRICT acknowledges that the State of Oregon ("State") owns adjacent property, and that PORT is only granting DISTRICT the right to use a portion of the Property PORT owns. It shall be DISTRICT's responsibility to obtain State permission to use the part of the real property State owns.
2. PORT will allow DISTRICT to make capital improvements to that portion of the Property shown on Exhibit B for the purpose of installing a temporary bus shelter structure on an existing concrete pad installed by PORT, landscaping, and installation of public art for beautification purposes related to the operation of the bus shelter. DISTRICT shall obtain specific approval of the Port prior to installation or construction of any allowed capital improvement.
3. Any change in the use of the area in Exhibit B from bus stop and bus shelter usage will require the approval of PORT, which PORT may grant or deny in PORT's discretion. If DISTRICT does not keep the bus stop and bus shelter open to the general public for public transit at least three months each calendar year, or violates any condition of this Agreement and after not less than 30 days written notice from PORT describing the violation fails to remedy the violation or promptly and diligently act to correct the violation if the violation cannot be remedied within 30 days, PORT may terminate this agreement after giving DISTRICT written notice of PORT's election to do so. If this agreement is terminated or the term of this agreement ends DISTRICT shall vacate the real property and PORT may require DISTRICT to remove some or all DISTRICT improvements from the property.
4. DISTRICT understands that there are no utilities serving the real property. No irrigation water, electricity, or other such services are included as part of this Agreement.
5. DISTRICT shall keep all improvements related to DISTRICT bus stop and shelter maintained and in good repair and pay all landscape, maintenance, and garbage costs related to DISTRICT use of the real property.
6. DISTRICT will continuously maintain liability insurance covering use of the real property by DISTRICT employees, volunteers and the public, name PORT an additional insured, and provide proof of

coverage to PORT. DISTRICT waives the right to make any claim against the PORT for damage to DISTRICT property except to the extent resulting from PORT negligence.

- 7. Parking by DISTRICT employees, volunteers or patrons is not allowed anywhere on the surrounding property other than marked on-street parking spaces.
- 8. No advertising signs or billboards are permitted on the real property except those identifying the DISTRICT public transit routes and schedules.
- 9. DISTRICT shall maintain all improvements on the real property in a good, safe, and clean condition at all times.
- 10. PORT reserves the right to install any improvements on the real property as PORT deems appropriate in its sole discretion. Prior to installation PORT will consult with DISTRICT about the design, location and construction of any such improvements.
- 11. This agreement may be terminated by either PORT of DISTRICT with 90-days written notice to the other party. Any amendment to this agreement shall only be effective if in writing and signed by both parties.
- 12. All notices, correspondence, reports and requests shall either be personally delivered or sent via first class mail to the following addresses, unless one party notifies the other of a change of the person or address where notice is to be delivered:

Patty Fink, Executive Director, Hood River County Transportation District
 224 Wasco Loop, Hood River, OR 97031
 Hood River, OR 97031

DATED _____
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT

Signature: _____

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

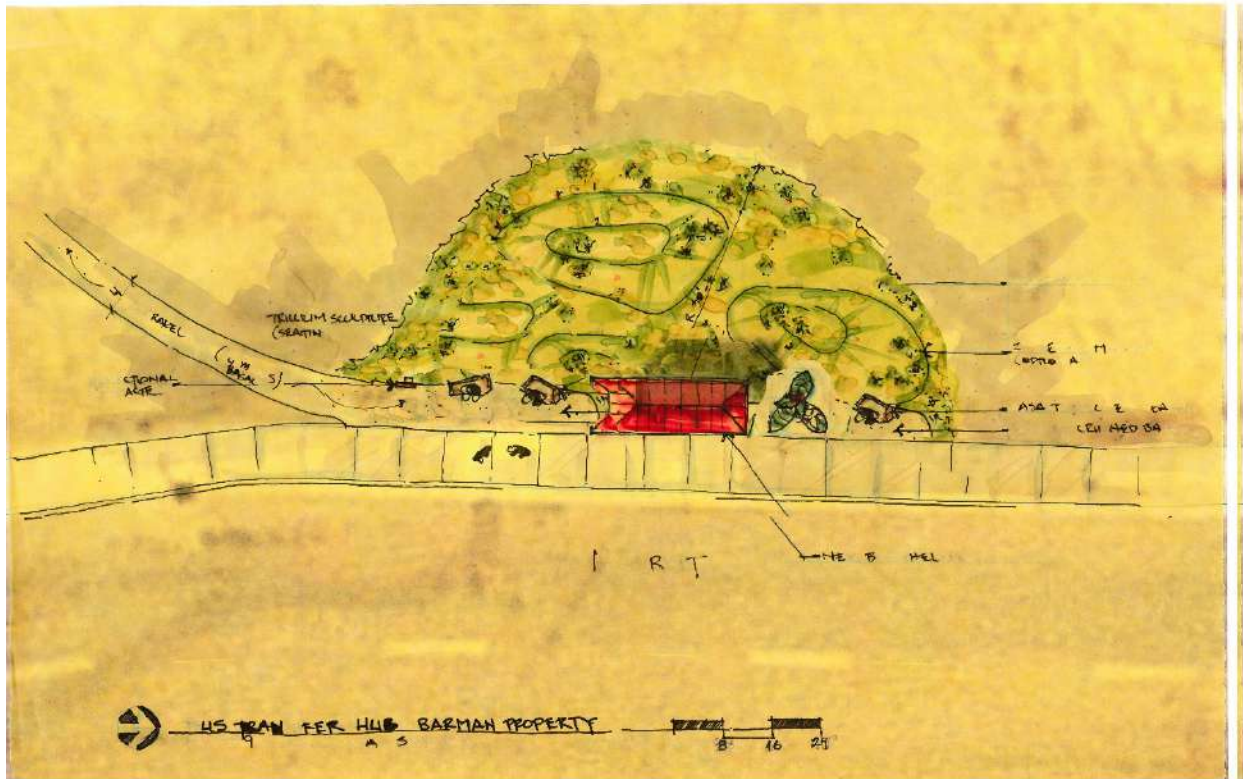
DATED _____
 PORT OF HOOD RIVER

Signature: _____

Exhibit A



Exhibit B



Commission Memo



Prepared by: Fred Kowell
Date: June 4, 2019
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$9,108.00
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$9,108.00
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JAQUES SHARP

— ATTORNEYS AT LAW —

205 3RD STREET / PO BOX 457
HOOD RIVER, OR 97031
(Phone) 541-386-1311 (Fax) 541-386-8771

CREDIT CARDS ACCEPTED



HOOD RIVER, PORT OF
1000 E. PORT MARINA DRIVE
HOOD RIVER OR 97031

Page: 1
May 23, 2019
Account No: PORTOHaM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MCELWEE EMPLOYMENT CONTRACT					
0.00	22.00	0.00	0.00	0.00	\$22.00
MISCELLANEOUS MATTERS					
JJ					
1,430.00	396.00	0.00	0.00	-1,430.00	\$396.00
HRD LEASE (Hood River Distillers)					
0.00	1,760.00	0.00	0.00	0.00	\$1,760.00
LAND USE AGREEMENT-HOOD RIVER COUNTY MUSEUM					
374.00	22.00	0.00	0.00	-374.00	\$22.00
PROPERTY TRANSACTION SALE /					
0.00	44.00	0.00	0.00	0.00	\$44.00
LEASE (Office Lease DMV Building Congressman)					
0.00	22.00	0.00	0.00	0.00	\$22.00
LEASE (Cloud Cap Technology)					
0.00	1,056.00	0.00	0.00	0.00	\$1,056.00
BRANDT LAND TRADE AIRPORT AREA					
110.00	0.00	0.00	0.00	-110.00	\$0.00
STORM LINE SINK HOLE (Hood River Distillers area)					
176.00	1,518.00	0.00	0.00	-176.00	\$1,518.00
ODOT IGA - BRIDGE REPLACEMENT CONSULTATION SERV.					
110.00	0.00	0.00	0.00	-110.00	\$0.00

HOOD RIVER, PORT OF

Account No: M:
P

Previous Balance	Fees	Expenses	Advances	Payments	Balance
ODOT IGA - I-84 BRIDGE REPLACEMENT 88.00	0.00	0.00	0.00	-88.00	\$0.00
DEVELOPMENT OUTSIDE PORT DISTRICT 110.00	0.00	0.00	0.00	-110.00	\$0.00
MASTER LEASE 2019 0.00	3,938.00	0.00	0.00	0.00	\$3,938.00
PROPERTY PURCHASE () 0.00	110.00	0.00	0.00	0.00	\$110.00
PROPERTY PURCHASE 66.00	220.00	0.00	0.00	-66.00	\$220.00
<u>2,464.00</u>	<u>9,108.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-2,464.00</u>	<u>\$9,108.00</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 31st OF MAY UNLESS OTHERWISE STATED

Commission Memo



Prepared by: Fred Kowell
Date: June 4, 2019
Re: Financial Review for the Ten Months
Ended April 30, 2019

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

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

Bridge Traffic and Revenue Report

With regard to the Bridge Traffic and Revenue report you can see our traffic is starting to see a drop off from the previous year due to several factors like winter weather, the elasticity of the toll increase and the numerous bridge closures for work on the bridge in the month of April and May especially. For the ten months ended, traffic is down by 2.9% from 3,688,511 trips from a year ago to 3,579,916 this year. February depicts the bad weather we had similar to January 2017. Before the winter weather we were seeing a flattening of our growth regarding bridge traffic related to the elasticity of the toll increase. The decrease we see in April is due mostly to our bridge closures related to work we needed to do on the bridge. We will see a similar decline in May as well as bridge closures affected both months. This is an interesting development that will need further time to see if the elasticity of the toll increase will have more of a permanent impact. June and July should be a bell weather months that will indicate elasticity of our toll increase and may require changes to our financial forecast model.

Schedule of Expenditures by Cost Center by Fund

Personnel services is below budget overall with some focus on the bridge and Lower Mill to occur over the remaining months. We will most likely come very close to the budget for these two cost centers by year end and might need additional a minor amount of budget transfer dollars from Materials and Services for these cost centers. Otherwise, the rest of the asset centers look fine coming into the end of the year.

Materials & Services is tracking below the budget in many areas. I have highlighted in red and orange color those asset centers that are or will overspend their budgets by year end. In most cases, higher utilities than anticipated in the budget is causing this variance which is offset by a positive variance on the revenue side with the reimbursement of those utilities. That said, a budget transfer will occur for the Jensen, Halyard, and Marina Office buildings due to this reason.

Marina Park depicts a higher level of maintenance than budgeted and will need a budget transfer from their Capital Outlay budget for year end.

The Marina will need a slight budget transfer at year end from their Capital Outlay budget to make sure they come in on budget.

Maintenance will be over budget for the year due to higher vehicle repair costs during the year. If the winter weather had NOT occurred Maintenance might have been able to catch up to their budget but the additional expenses incurred during late winter weather will have them overspending their budget by 10%. A budget transfer from Administration's Materials & Services will be needed to shore up this variance by year end.

The General Fund Materials & Services is tracking pretty close to budget and may come in under budget but a slight budget transfer from Personnel Services should make sure it does not go over.

Capital Outlay is tracking below budget in all asset centers but the Waterfront Land due to the hand held parking enforcement tools being budgeted in FY 2017-18 but were delivered in July 2018. In addition, we have incurred legal and other professional services costs of \$48,716 related to infrastructure issues on the Waterfront industrial land. This variance will require a budget transfer by year end.

Schedule of Revenues

Toll revenues (dollars) are down by 7% to our budget due to a harsh February, bridge closures and the flattening of our bridge traffic due to elasticity of our tolls. In my model, I had hoped for a more drastic swing of cash paying customers moving to Breezeby and making up 75% of our customers but we are still at 66%. The good news is that this helps our revenues but the bad news is that we need more of our customers to move to Breezeby to move to All Electronic Tolling.

Lease revenues from our industrial and commercial properties are right on target, however reimburseable costs such as utilities/taxes are ahead of budget due to higher usage. The Marina and Airport leases reflect the January billings, which depicts a higher revenue than budget for the 10 months ended but will be more in line with our budget by year end.

The Waterfront Recreation revenues are below budget due to a partial season (July-September) which included parking kiosk revenues. With the increase in season passes for the 2019 summer season, revenues should exceed the budget target by June 30th. However, parking kiosk revenues will fall shy of their target due to a deferred rollout in 2018.

Statement of Operating Revenues, Expenditures and Other Sources and Uses

Overall, the actuals are tracking according to the activities we have incurred during the nine months of the year as outlined in the budget, with the exceptions noted above. We will

need to pay particular attention to our bridge traffic over the coming months as this is a key indicator of how elastic our tolls can be.

Accounts Receivables Update – For the most part all accounts are caught up with a few exceptions on historical differences that have carried forward over time but are not material. These variances will be worked out with individual tenants.

RECOMMENDATION: Discussion.

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PORT OF HOOD RIVER
 SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND
 BUDGET AND ACTUAL - 83% THROUGH THE BUDGET
 FOR THE TEN MONTHS ENDED APRIL 30, 2019

EXPENDITURES	Personal Services				Materials & Services				Capital Outlay					Debt Service				Total Appropriation		
	Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Total	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Unspent
<i>Toll Bridge</i>	957,900	792,831	165,069	83%	1,780,100	599,877	1,180,223	34%	457,000	168,654	168,654	288,346	37%	-	-	-		3,195,000	1,561,362	1,633,638
<i>Industrial Facilities</i>																				
Big 7	53,300	38,478	14,822	72%	166,700	133,422	33,278	80%	280,000	-	-	280,000	0%	-	-	-		500,000	171,900	328,100
Jensen Property	64,000	44,970	19,030	70%	183,000	164,019	18,981	90%	54,000	28,154	28,154	25,846	52%	145,000	120,785	24,215	83%	446,000	357,929	88,071
Maritime Building	39,600	30,182	9,418	76%	92,600	59,230	33,370	64%	5,010,000	-	-	5,010,000	0%	-	-	-		5,142,200	89,412	5,052,788
Halyard Building	62,500	44,485	18,015	71%	259,600	235,883	212,246	91%	10,000	-	-	10,000	0%	-	-	-		332,100	280,368	51,732
Timber Incubator Building	28,200	22,485	5,715	80%	35,300	23,420	11,880	66%	12,000	-	-	12,000	-	-	-	-		75,500	45,905	29,595
Wasco Building	49,900	34,906	14,994	70%	110,000	82,960	27,040	75%	25,000	-	-	25,000	-	-	-	-		184,900	117,866	67,034
Hanel Site	34,800	29,027	5,773	83%	38,800	12,831	25,969	33%	430,000	487,387	487,387	(57,387)	113%	1,853,800	1,853,771	29	100%	2,357,400	2,383,016	(25,616)
	332,300	244,533	87,767	74%	886,000	711,766	362,764	80%	5,821,000	515,541	515,541	5,305,459	9%	1,998,800	1,974,556	24,244	99%	9,038,100	3,446,396	5,617,320
<i>Commercial Facilities</i>																				
State Office (DMV) Building	24,600	18,676	5,924	76%	43,500	33,622	9,878	77%	11,000	9,621	9,621	1,379	-	-	-	-		79,100	61,919	17,181
Marina Office Building	38,200	27,196	11,004	71%	46,400	38,256	8,144	82%	13,000	7,500	7,500	5,500	58%	-	-	-		97,600	72,952	24,648
Port Office Building	37,400	25,928	11,472	69%	25,600	19,145	6,455	75%	100,000	-	-	100,000	0%	-	-	-		163,000	45,073	117,927
	100,200	71,800	28,400	72%	115,500	91,022	24,478	79%	124,000	17,121	17,121	106,879	14%	-	-	-		339,700	179,943	159,757
<i>Waterfront Industrial Land</i>	70,900	45,782	32,936	65%	189,400	132,924	56,476	70%	45,000	124,571	124,571	(79,571)	277%	-	-	-		305,300	303,277	2,023
<i>Waterfront Recreation</i>																				
Eventsite	122,700	83,666	39,034	68%	62,800	41,092	21,708	65%	45,000	-	-	45,000	0%	-	-	-		230,500	124,759	105,741
Hook/Spit/Nichols	51,200	35,704	36,841	70%	35,000	23,306	11,694	67%	113,000	5,840	5,840	107,160	5%	-	-	-		199,200	64,850	134,350
Marina Park	175,300	128,943	119,039	74%	45,900	50,804	(4,904)	111%	65,000	-	-	65,000	0%	-	-	-		286,200	179,747	106,453
	349,200	248,313	194,914	71%	143,700	115,203	28,497	80%	223,000	5,840	5,840	217,160	3%	-	-	-		715,900	369,356	346,544
<i>Marina</i>	154,400	118,883	35,517	77%	109,000	90,070	18,930	83%	130,000	-	-	130,000	0%	94,500	79,560	14,940	84%	487,900	288,513	199,387
<i>Airport</i>	152,700	124,313	28,387	81%	131,000	96,981	104,680	74%	1,606,300	197,173	197,173	1,409,127	12%	-	-	-		1,890,000	418,466	1,471,534
Administration	27,200	-	27,200	0%	265,000	97,717	167,283	37%	20,000	9,466	9,466	10,534	47%	-	-	-		312,200	107,183	205,017
Maintenance	-	-	-	-	107,500	99,346	8,154	92%	64,000	53,897	53,897	10,103	84%	-	-	-		171,500	153,243	18,257
<i>Total Expenditures</i>	2,144,800	1,646,456	600,189	77%	3,727,200	2,034,906	1,951,485	55%	8,490,300	1,092,263	1,092,263	7,398,037	13%	2,093,300	2,054,116	39,184	98%	16,455,600	6,827,741	9,653,475
Bridge Repair & Replacement Fund	264,000	214,138	49,862	81%	2,631,700	772,945	1,858,755	29%	749,000	431,744	431,744	317,256	58%	486,000	485,775	225	100%	4,130,700	1,904,603	2,226,097
General Fund	175,400	138,077	37,323	79%	305,544	255,844	49,700	84%	-	-	-	-	-	-	-	-		480,944	393,921	87,023

Unfavorable Variance - Expenditures

Personnel Services is in line with the budget but will need to do a budget transfer within a asset center to cover M&S budget overages.
 Materials & Services is in line with the budget with just a couple of exceptions. Property taxes were paid in the second quarter, but higher utility costs are causing a variance. Revenues likewise are showing a favorable variance.
 The Jensen building as well as the Halyard building have higher utility costs as compared to the budget. Theses costs are reimburseable which is depicted by a favorable revenue variance.
 Maintenance is incurring higher than expected maintenance on equipment and vehicles and also gasoline. Admin will do a budget transfer by year end to shore up this variance.
 Marina Park is experiencing higher than budget maintenance over the winter. A Budget transfer will be needed at year end to compensate for this variance.
 The General Fund will need a slight budget transfer from personnel services to Materials & Services to make sure its in line with a total appropriation.

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PORT OF HOOD RIVER
 Schedule of Revenues by Cost Center By Fund
 BUDGET TO ACTUALS - 83% THROUGH THE YEAR
 FOR THE TEN MONTHS ENDED APRIL 30, 2019

						REVENUES				
	Budget	Actual	Total	Variance	%					
REVENUE FUND										
Toll Bridge										
Bridge Tolls	6,260,000	4,780,837	4,780,837	(1,479,163)	76%					
Cable Crossing Leases	10,000	12,500	12,500	2,500	125%					
Other	71,000	5,130	5,130	(65,870)	7%					
	6,341,000	4,798,467	4,798,467	(1,542,533)	76%					
Industrial Facilities										
Big 7										
Lease Revenues	284,500	236,292	236,292	(48,208)	83%					
Reimbursements/Other	86,200	80,247	80,247	(5,953)	93%					
Jensen Property										
Lease Revenues	357,100	296,391	296,391	(60,709)	83%					
Reimbursements/Other	130,300	114,847	114,847	(15,453)	88%					
Maritime Building										
Lease Revenues	149,000	122,620	122,620	(26,380)	82%					
Reimbursements/Other	52,000	35,802	35,802	(16,198)	69%					
Financing										
Hayward Building										
Lease Revenues	228,100	190,713	190,713	(37,387)	84%					
Reimbursements/Other	213,000	212,082	212,082	(918)	100%					
Note Receivable	19,550	89,854	89,854	70,304	460%					
Timberline Incubator Building										
Lease Revenues	75,300	63,219	63,219	(12,081)	84%					
Reimbursements	15,800	14,323	14,323	(1,477)	91%					
Wasco Building										
Lease Revenues	167,400	136,327	136,327	(31,073)	81%					
Reimbursements	50,600	48,887	48,887	(1,713)	97%					
Hanel										
Reimbursements										
Sale of Property	1,424,400	-	-	(1,424,400)	0%					
	8,303,250	1,641,606	1,641,606	(1,611,644)	20%					
Commercial Facilities										
State Office (DMV) Building										
Lease Revenues	45,200	37,910	37,910	(7,290)	84%					
Reimbursements	-	7,231	7,231	7,231	#DIV/0!					
Marina Office Building										
Lease Revenues	73,100	60,962	60,962	(12,138)	83%					
Reimbursements	22,300	17,508	17,508	(4,792)	79%					
Port Office Building										
Lease Revenues	48,550	40,458	40,458	(8,092)	83%					
Reimbursements	1,000	-	-	(1,000)	0%					
	190,150	164,069	164,069	(26,081)	86%					
Waterfront Industrial Land										
Lease Revenues	600	900	900	300	150%					
Land Sale										
Parking	207,500	69,775	69,775	(137,725)	34%					
Other Income	1,500	3,800	3,800	2,300	253%					
URA Payments	-	-	-	-	-					
	209,600	74,475	74,475	(135,125)	36%					
Waterfront Recreation										
Eventsite, Hook and Spit										
Eventsite - Passes/Permits and Concessions	142,300	86,888	86,888	(55,412)	61%					
Hook/Spit/Nichols	21,700	6,061	6,061	(15,639)	28%					
Marina Park										
Sailing Schools, Showers and Events	9,100	9,005	9,005	(95)	99%					
Lease Revenues	6,600	5,859	5,859	(741)	89%					
Reimbursements	2,100	670	670	(1,430)	32%					
Grant	-	-	-	-	-					
	181,800	108,483	108,483	(73,317)	60%					
Marina										
Lease Revenues	202,800	215,996	215,996	13,196	107%					
Moorage Assessment	84,900	87,296	87,296	2,396	103%					
Reimbursements/Other	65,350	47,063	47,063	(18,287)	72%					
Grant	16,050	7,050	7,050	(9,000)	44%					
Other Financing Sources	-	-	-	-	-					
	369,100	357,405	357,405	(11,695)	97%					
Airport										
Lease Revenues	186,500	176,525	176,525	(9,975)	95%					
Reimbursements	20,700	16,939	16,939	(3,761)	82%					
Grants	1,057,300	116,809	116,809	(940,491)	11%					
Other Financing Sources	-	-	-	-	-					
	1,264,500	310,273	310,273	(954,227)	25%					
	16,859,400	7,454,779	7,380,303	(4,219,497)	44%					
	14,271,100	7,235,935	7,161,460	(1,850,040)	51%					
GENERAL FUND										
Property taxes	68,000	70,235	70,235	2,235	103%					
Transfers from other funds	579,350	443,421	443,421	(135,929)	77%					
	\$ 647,350	\$ 513,656	\$ 513,656	\$ (133,694)	79%					
BRIDGE REPAIR & REPLACEMENT FUND										
Transfers from other funds	\$ 2,191,000	\$ 1,608,285	1,608,285	(582,715)	73%					

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PORT OF HOOD RIVER
STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS
AND BUDGET VS ACTUAL PERFORMANCE
FOR THE NINE MONTHS ENDED APRIL 30, 2019

	REVENUE FUND							GENERAL FUND	BRIDGE REPAIR & REPLACEMENT FUND	TOTAL	
	Bridge	Industrial Buildings	Commercial Buildings	Waterfront Land	Waterfront Recreation	Marina	Airport		Administration Maintenance		
OPERATING REVENUES											
Tolls	\$ 4,798,467									\$ 4,798,467	
Leases		\$ 1,045,562	\$ 139,331	\$ 900	\$ 5,859	\$ 303,292	\$ 176,525			1,671,469	
Reimbursements		506,189	24,739	69,775	670	47,063	16,939			665,375	
Fees, Events, Passes and Concessions					101,954					101,954	
Property taxes								70,235		70,235	
Total Operating Revenues	4,798,467	1,551,752	164,069	70,675	108,483	350,355	193,464	-	70,235	7,307,500	
Operating Expenses											
Personnel Services	792,831	244,533	71,800	45,782	248,313	118,883	124,313	-	138,077	214,138	1,998,671
Materials & Services	599,877	711,766	91,022	132,924	115,203	90,070	96,981	197,064	255,844	772,945	3,063,695
Total Operating Expenses	1,392,708	956,299	162,822	178,706	363,516	208,953	221,294	197,064	393,921	987,083	5,062,366
Operating income/(Loss)	3,405,759	595,453	1,247	(108,031)	(255,033)	141,402	(27,830)	(197,064)	(323,686)	(987,083)	2,245,134
Other Resources											
Income from other sources	-	-	-	3,800	-	-	-	145,947	5,338	18,735	173,820
Grants	-	-	-	-	-	7,050	116,809	-	-	373,848	497,707
Sale of land	-	-	-	-	-	-	-	-	-	-	-
Note receivables	-	89,854	-	-	-	-	-	-	-	-	89,854
Total Other Resources	-	89,854	-	3,800	-	7,050	116,809	145,947	5,338	392,583	761,381
Other (Uses)											
Capital projects	(168,654)	(515,541)	(17,121)	(124,571)	(5,840)	-	(197,173)	(63,363)	-	(431,744)	(1,524,007)
Debt service	-	(1,974,556)	-	-	-	(79,560)	-	-	-	(485,775)	(2,539,892)
Total Other (Uses)	(168,654)	(2,490,097)	(17,121)	(124,571)	(5,840)	(79,560)	(197,173)	(63,363)	-	(917,520)	(4,063,899)
Transfers In/(Out)	(1,608,285)							(443,421)	443,421	1,608,285	-
Net Cashflow	\$ 1,628,820	\$ (1,804,790)	\$ (15,874)	\$ (228,802)	\$ (260,873)	\$ 68,892	\$ (108,193)	\$ (557,901)	\$ 125,073	\$ 96,265	\$ (1,057,384)
BUDGET VS ACTUAL PERFORMANCE											
FY 2018-19 Budget											
Operating revenues - Budget	\$ 6,270,000	\$ 6,859,300	\$ 190,150	\$ 209,600	\$ 160,100	\$ 353,050	\$ 207,200	\$ -	\$ 68,000	\$ -	\$ 14,317,400
Operating revenues - Actuals	4,798,467	1,551,752	164,069	70,675	107,033	350,355	193,464	-	70,235	-	7,306,050
Actuals greater/(Less) than budget	(1,471,533)	(5,307,548)	(26,081)	(138,925)	(53,067)	(2,695)	(13,736)	-	2,235	-	(7,011,350)
	77%	23%	86%	34%	67%	99%	93%		103%	#DIV/0!	51%
Operating expenses - Budget	2,738,000	1,218,300	215,700	260,300	492,900	263,400	283,700	399,700	480,944	2,895,700	9,248,644
Operating expenses - Actuals	1,392,708	956,299	162,822	178,706	363,516	208,953	221,294	197,064	393,921	987,083	5,062,366
Actuals (greater)/Less than budget	1,345,292	262,001	52,878	81,594	129,384	54,447	62,406	202,636	87,023	1,908,617	4,186,278
	51%	78%	75%	69%	74%	79%	78%		82%	34%	55%
Other Resources - Budget	71,000	1,443,950	-	-	21,700	16,050	1,057,300	120,000	6,300	2,397,900	5,134,200
Other Resources - Actuals	5,130	89,854	-	3,800	-	7,050	116,809	145,947	5,338	392,583	766,511
Actuals greater/(Less) than budget	(65,870)	(1,354,096)	-	3,800	(21,700)	(9,000)	(940,491)	25,947	(962)	(2,005,317)	(4,367,689)
Other (Uses) - Budget	457,000	7,819,800	124,000	45,000	223,000	224,500	1,606,300	84,000	-	1,235,000	\$ 11,818,600
Other (Uses) - Actuals	168,654	2,490,097	17,121	124,571	5,840	79,560	197,173	63,363	-	917,520	\$ 4,063,899
Actuals (greater)/Less than budget	288,346	5,329,703	106,879	(79,571)	217,160	144,940	1,409,127	20,637	-	317,480	7,754,701
	37%	32%	14%	277%	3%	35%	12%	75%	#DIV/0!	74%	34%
Net Position - Budget vs Actuals	\$ 96,235	\$ (1,069,940)	\$ 133,676	\$ (133,102)	\$ 271,777	\$ 187,692	\$ 517,307	\$ 249,220	\$ 88,296	\$ 220,780	\$ 561,940

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Commission Memo



Prepared by: Anne Medenbach
Date: June 4, 2019
Re: Lease Market Rate Study and Tenant Impact Report

In April, staff presented the Board with the outlines of a Leasing Strategy. The goal at the time was to begin implementation of the new strategy by July 1 of this year. With 44% of all leased square footage expiring this year, staff feels that it is imperative that the Leasing strategy move forward in a timely manner. To that end, since April, staff as returned to the Commission each meeting with more components of the Leasing strategy for review.

The first step was to bifurcate costs into Base Rent and Additional Rent. By splitting these two into costs that are easily passed through or reimbursed by tenants and costs that are operational in nature, the Port can separate itself from costs that that tenants incur, versus costs that the building would incur regardless of tenant. Additionally, the choice was made to use a load factor to allocate common area costs to the tenants, rather than requiring the Port to pay for these tenant costs as is current practice. Further, the Port currently charges tenants only for taxes and utilities used in suite. The new strategy charges all Operating Costs to the Tenants as Additional Rent, excluding Capital Expenditures.

On May 7, staff presented a draft of the new Lease document along with the draft Lease Strategy Policy. The board discussed this in depth and made changes to the Lease Strategy.

On May 21, staff reviewed the changes made to the original documents and the Board determined that the Lease needed a few more changes. Additionally, before any decisions were to be made regarding lease rates for tenants, the Board wanted to have the Market Rate Study in hand to compare the proposed lease rates to the market.

Staff has now received the Market Rate Study and has completed a YTD impact summary for each building to present and review with the Board. The goal for tonight's meeting is to discuss these impacts building-wide and review the lease a final time. Staff will bring the lease with the proposed rates back and a tenant by tenant analysis on the 18th for final approval.

RECOMMENDATION: Discussion

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Lease Impacts and Market Comparison

		Building Summary										
		Big 7	Jensen	Maritime	Halyard	Timber Incubator	Wasco	Marina Office	DMV	Totals	Difference	
Base rent	Current base rent/yr	\$ 288,649.68	\$ 353,172.00	\$ 149,400.00	\$ 234,612.00	\$ 76,692.00	\$ 164,268.00	\$ 73,752.00	\$ 46,164.00	\$ 1,386,709.68		
	Proposed base rent/yr	\$ 322,841.71	\$ 366,999.12	\$ 253,215.60	\$ 238,286.07	\$ 79,692.00	\$ 174,718.32	\$ 86,461.16	\$ 55,177.92	\$ 1,577,391.89	\$ 190,682.21	
	Current Base rent/month/PSF- AVE	\$ 0.65	\$ 0.75	\$ 0.44	\$ 1.00	\$ 0.60	\$ 1.10	\$ 1.25	\$ 1.86			
	Proposed Base rent/month/PSF- AVE	\$ 0.66	\$ 0.69	\$ 0.55	\$ 1.00	\$ 0.67	\$ 0.98	\$ 1.25	\$ 2.10			
	Proposed base rent % increase	12%	4%	69%	2%	4%	6%	17%	20%			
Addtnl rent	Current Addtnl rent/yr	\$ 92,541.52	\$ 129,360.00	\$ 40,261.00	\$ 220,164.00	\$ 15,213.00	\$ 85,404.00	\$ 19,429.00	\$ -	\$ 602,372.52		
	Proposed Addtnl rent/yr	\$ 173,895.97	\$ 200,547.84	\$ 87,916.00	\$ 281,019.36	\$ 26,688.00	\$ 103,638.67	\$ 67,328.83	\$ -	\$ 941,034.67	\$ 338,662.15	
	Current Addtnl rent/mo/PSF	\$ 0.23	\$ 0.17	\$ 0.09	\$ 0.94	\$ 0.12	\$ 0.57	\$ 0.32	\$ -			
	Proposed Addtnl rent/mo/PSF	\$ 0.34	\$ 0.32	\$ 0.19	\$ 1.18	\$ 0.22	\$ 0.58	\$ 0.88	\$ 1.47			
	Proposed addtnl rent % increase	88%	55%	118%	28%	75%	21%	247%				
Total rents	Current Total rent/yr	\$ 381,191.20	\$ 482,532.00	\$ 189,661.00	\$ 454,776.00	\$ 91,905.00	\$ 164,268.00	\$ 93,181.00	\$ 46,164.00			
	Total proposed rent/yr	\$ 496,737.68	\$ 567,546.96	\$ 341,131.60	\$ 519,305.43	\$ 106,380.00	\$ 278,356.99	\$ 153,789.99	\$ 55,177.92			
	% increase	30%	18%	80%	14%	16%	69%	65%		Total		
	Increase \$/yr	\$ 115,546.48	\$ 85,014.96	\$ 151,470.60	\$ 64,529.43	\$ 14,475.00	\$ 114,088.99	\$ 60,608.99	\$ 9,013.92	\$ 614,748.37		
	proposed Base rent/year/PSF	\$ 7.67	\$ 7.03	\$ 6.60	\$ 12.00	\$ 7.97	\$ 11.76	\$ 15.00	\$ 23.78			

1. Base Rent- Staff recommends an increase in base rents for most buildings. There are a couple of exceptions which Staff will go through on a per tenant basis on June 21st. **This change increases Port revenue by an estimated \$190,682**
2. Additional Rent- Additional rent is increasing drastically in all but the DMV. This is due to the load factor AND that the Port is now passing through ALL Operating Costs to the Tenant. **This is a significant change increases Port revenue by an estimated \$338,010.**
3. There are a couple of anomalies, one is that the Maritime time building has a billing issue that Port Staff is working out. The other is that the DMV is on a full-service lease, hence no Additional Rent costs and an increase in lease rate.
4. By making these changes, the Port will hit all of the goals outlined in the Leasing Strategy.

		Big 7	Jensen	Maritime	Halyard	Timber INcubator	Wasco	Marina Office	DMV
Market Study	Building Type	Off waterfront-metal or better	Off waterfront-metal or better	off waterfront metal	Waterfront LI Flex	Off waterfront -metal	Off waterfront-LI Flex	Waterfront LI office	Waterfront LI Office
	Market Base rate/PSF	\$ 10.50	\$ 10.50	\$ 7.80	\$ 12.00	\$ 7.80	\$ 15.00	\$ 18.00	\$ 18.00
\$ -	proposed Base rent/year/PSF	\$ 7.86	\$ 8.28	\$ 6.60	\$ 12.00	\$ 8.03	\$ 11.76	\$ 15.00	\$ 25.20
	Difference	\$ (2.83)	\$ (3.47)	\$ (1.20)	\$ -	\$ 0.17	\$ (3.24)	\$ (3.00)	\$ 5.78

The Market study shows that the Port will still be mostly be under market regarding Base rents. However, if you look further into the Study, our Additional Rent costs are much higher than most, and the condition of our Port buildings is less than the condition of the higher rental buildings. Due to these factors, Staff will likely recommend remaining under market for base rents. Staff will go through the Market Study and comps at the Meeting on the 4th.

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Ms. Anne Medenbach
Development and Property Manager
Port of Hood River
1000 East Port Marina Drive
Hood River, OR 97031

Re: Opinion of Value/Rate Study

Dear Anne,

Thank you for the opportunity to provide the attached Opinion of Value/Rate Study report for the various property types the Port of Hood River is considering developing. While Hood River's waterfront is unique with its public amenities and attractiveness as a tourist destination unlike any other industrial project I am aware of I feel the suggested rates I have provided are realistic in today's environment and reflective of rates tenants would be ready willing and able to pay.

You asked for rates from 2 different geographic areas, "Off Waterfront" and "Waterfront", which I understand represent your Lot 1 waterfront project in Hood River and your Lower Mill project in Odell. You also asked that the rates be provided for 3 different construction types and/or uses; light industrial/warehouse – metal buildings, light industrial/flex – metal or better buildings and light industrial/office – tilt up or mixed material buildings. These different property types are reflected on the 5 attached sheets with the Expected Base Rental Rate NNN PSF/Year noted in the upper righthand corner. I have also provided the Excel spreadsheet should the print be difficult to read.

Please feel free to contact me with any questions you may have. I look forward to seeing the Port bring these important projects to fruition.

Sincerely,



Stephen Ford
Principal Broker

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Off waterfront - light industrial/warehouse - metal buildings, roll up doors, shared dock or similar

Expected Base Rental Rate NNN PSF/Year: \$7.80 NNN

	1	2	3	4	5
Address:	3600 Crates Way Bldg 4/Ste 2	1500 Osprey Drive	1517 Osprey Drive	3600 Crates Way Bldg 5/Suite 3	3725 Crates Way
City/State:	The Dalles OR	Hood River OR	Hood River OR	The Dalles OR	The Dalles OR
Zip:	97058	97031	97031	97058	97058
Building Type (Industrial or Flex):	Metal Industrial/Warehouse	Metal Industrial/Warehouse	Metal Industrial/Warehouse	Metal Industrial/Warehouse	Metal Industrial/Warehouse
Building Size (Gross SF):	7,000	8,320	10,900	13,500	13,000
Building Size (Net SF):	7,000	8,320	10,900	13,500	13,000
Land Area (SF):	16,160	23,087	35,284	33,705	77,536
Property Condition (Excellent, Good, Fair, Poor)	Good	Excellent	Good	Good	Excellent
# Parking Spaces:	14	16	20	20	16
# Docks:	0	0	0	0	0
# Grade Doors:	1	2	3	4	2
Sprinklered (Yes or No):	Yes	Yes	Yes	Yes	Yes
A/C (Yes or No):	Yes	Yes	No	Yes	Yes
Year Built:	2009	2017	2016	2009	2007
Zoning:	Industrial	M-2 Light Industrial	M-2 Light Industrial	Industrial	Industrial
Ceiling Height:	16	14	18	16	18
Building Occupancy %	100%	100%	100%	100%	100%
Tenant:	Hemp NW, LLC	Northwest Graphic Works, LLC	Hood River Distillers	DG Rollins, LLC	XPO Logistics
Commencement Date:	3/1/19	9/1/17	7/1/16	9/14/17	11/1/16
Base Rent (psf/year):	\$7.20	\$9.60	\$7.20	\$6.52	\$7.00
NNN Charges (psf/year):	\$1.44	\$1.00	\$1.00	\$1.44	\$0.00
Effective Rent:	\$8.64	\$10.60	\$8.20	\$7.96	\$7.00
Lease Type:	NNN	NN	NN	NNN	MG
NNN Equivalent Base Rent:	\$7.20	\$9.52	\$7.12	\$6.52	\$5.48
Tenant Improvement Allowance:	\$0	\$0	\$0	\$0	\$0
Free Rent:	\$0	\$0	\$0	\$0	\$0
Term:	2 Years	5 Years	5 Years	5 Years	1 Year
Other Landlord Concessions:	None	None	None	None	None
% Vacant	0%	0%	0%	0%	0%
Notes	Landlord replaced flooring in office and painted interior at its expense. 3% annual escalations.	Landlord pays RE Tax estimated at \$1.08/sf/yr. Expenses estimated. 3% annual escalations	Landlord pays RE Tax estimated at \$1.08/sf/yr. Expenses estimated. 3% annual escalations. Tenant made significant improvements to building at its	Reflects date of 3rd amendment expanding Premises. 3% annual escalations.	Tenant is vendor to Google and likes short term lease due to the nature of their contract. 2 x 1 year options at \$.50/sf/yr increase. Expenses \$1.52/sf/yr.

Comments:

Lease comps 1 and 4 are different buildings in the same project, The Dalles Business Park which I would classify as a B project with minimal visibility in a thriving industrial park near Google's campus in The Dalles. This park has experienced high occupancy levels since the current owners purchased the property in 2013. At time of purchase there were only 2 tenants in the 5 building project and it has maintained a consistent 100% occupancy since that time. All of the suites have small offices with air conditioning and heat with ceiling hung gas heat in the warehouse. Lease comps 2 and 3 are a multi building project being developed by Bob Benton at Windmaster corner in Hood River County which I would classify as a B- project due to it's location, amenities and neighboring uses. He did not return calls for confirmation of the comps I used which had been provided as a favor by the Appraisal & Consulting Group. His current asking rate is \$12/psf/year NNN but I have no confirmation that he has been able to achieve this rate which I believe would be the highest achieved for this type building in B- location in the region. Lease comp 5 is a building constructed by Tualum Lumber as an owner user base of operations in The Dalles which they only occupied for a short time before putting the building up for lease. It is adjacent to The Dalles Business Park and is nicely amenitized with fenced yard, nice landscaping and nice appearance. XPO Logistics leased the entire building and has been there several years although being a vendor of Google have not wanted to sign leases longer than 2 years in length.

Off waterfront - light industrial/flex - metal or better buildings, roll up doors, mezzanine or similar office space equalling 20%+ of sf

Expected Base Rental Rate NNN PSF/Year: \$10.50 NNN

	1	2	3	4	5
Address:	210 Wasco Loop	1218 Wasco Street	1232 Wasco Street	2501 NW Division Street/Ste 2553	1001 SE Morrison Street
City/State:	Hood River OR	Hood River OR	Hood River OR	Gresham OR	Portland OR
Zip:	97031	97031	97031		97214
Building Type (Industrial or Flex):	Block Industrial/Flex	Block Industrial/Flex	Block Industrial/Warehouse	Concrete Tilt Industrial/Flex	Masonry Industrial/Flex
Building Size (Gross SF):	13,343	18,292	18,292	47,120	27,600
Building Size (Net SF):	13,343	18,292	18,292	47,120	27,600
Land Area (SF):	34,412	25,700	25,700	156,816	18,800
Property Condition (Excellent, Good, Fair, Poor)	Excellent	Good	Good	Fair	Good
# Parking Spaces:	42	16	16	140	0
# Docks:	0	0	0	4	0
# Grade Doors:	4	7	7	17	4
Sprinklered (Yes or No):	Yes	Yes	Yes	Yes	Yes
A/C (Yes or No):	Yes	Yes	Yes	Yes	Yes
Year Built:	2018	2013	2013	1981	1945
Zoning:	LI Light Industrial	I Industrial	I Industrial	Industrial	EX Employment
Ceiling Height:	14	14	14	18	14
Building Occupancy %	100%	100%	100%	100%	100%
Tenant:	Confidential	Slingshot Sports, LLC	Naked Wines, LLC	Unnamed	Photon Agency
Commencement Date:	4/1/18	3/1/14	6/1/14	3/1/19	6/1/17
Base Rent (psf/year):	\$10.20	\$11.64	\$10.84	\$11.76	\$13.20
NNN Charges (psf/year):	\$1.80	\$2.52	\$2.24	\$0.00	\$1.68
Effective Rent:	\$12.00	\$14.16	\$13.08	\$11.76	\$14.88
Lease Type:	NNN	NNN	NNN	MG	NNN
NNN Equivalent Base Rent:	\$10.20	\$11.64	\$10.84	\$10.01	\$13.20
Tenant Improvement Allowance:	\$0	\$23,490 (\$15/sf upper office)	\$26,175 (\$15/sf upper office)	\$0	\$0
Free Rent:	\$0	\$0	\$0	\$0	1.5 months
Term:	5 Years	5 Years	5 Years	5 Years	5 Years
Other Landlord Concessions:	None	None	None	None	None
% Vacant	0%	0%	0%	0%	0%
Notes	Space delivered as vanilla shell with 4 ADA bathrooms and no TIA. Tenant finished space with approx. 35% office. 3% annual escalations. Expenses estimated.	Rate reflects year 1 of 1st 5 year Option Period. Premises consists of 2,743 sf warehouse space on lower level and 1,566 sf office (36%) on upper level. TIA was \$15/sf for upper level office. 2.5% annual escalations. NNN expense blended with \$.25/sf for office and \$.16/sf for warehouse.	Rate reflects year 1 of 1st 5 year Option Period. Premises consists of 4,124 sf warehouse space on lower level and 1,745 sf office (30%) on upper level. TIA was \$15/sf for upper level office. 2.5% annual escalations. NNN expense blended with \$.25/sf for office and \$.16/sf for warehouse.	Premises consists of 4,280 sf with 800 sf office (19%) buildout. No information on TIA nor escalations.	Tenant is a maker space. 3% annual escalations.

Comments:

Comp 1 was a new speculative building being constructed by a local developer with the tenant signing a lease for the entire building before completion. The building was delivered as a warm vanilla shell with completed core and the tenant did all improvements above that at their expense. Comps 2 and 3 are in the same 2 story building located on Wasco which is unique in that with the topography grade access is available for both the lower level warehouse space and the upper level office. The upper level space has big views of the river and Mt. Adams to the north and was delivered as warm vanilla shell with an ADA bathroom, heated and cooled office space and warehouse space heated with ceiling hung gas heaters. The tenant in comp 3 installed additional cooling capacity in the warehouse needed for their wine storage. Comps 4 and 5 are Gresham and Portland comps chosen for their size and construction type. Comp 4 represents a very common property type in Portland and other larger metro areas with reinforced concrete tilt up panel construction.

Off waterfront - light industrial/office - tilt up or mixed material buildings, mostly office with R&D flex area

Expected Base Rental Rate NNN PSF/Year: \$15.00 NNN

	1	2	3	4	5
Address:	206 Wasco Loop	1222 Wasco Street	1228 Wasco Street	S. Larch Street	7515 NE Ambassador Place
City/State:	Hood River OR	Hood River OR	Hood River OR	Bingen WA	Portland OR
Zip:	97031	97031	97031	97058	97220
Building Type (Industrial or Flex):	Block Industrial/Flex	Block Industrial/Office	Block Industrial/Office	Block Industrial/Flex	Concrete Tilt Industrial/Flex
Building Size (Gross SF):	8,600	18,292	18,292	43,160	23,551
Building Size (Net SF):	8,600	18,292	18,292	43,160	23,551
Land Area (SF):	16,117	25,700	25,700	127,630	78,661
Property Condition (Excellent, Good, Fair, Poor)	Good	Good	Good	Excellent	Excellent
# Parking Spaces:	21	16	16	99	16
# Docks:	0	0	0	0	0
# Grade Doors:	2	7	7	1	5
Sprinklered (Yes or No):	Yes	Yes	Yes	Yes	Yes
A/C (Yes or No):	Yes	Yes	Yes	Yes	Yes
Year Built:	2012	2013	2013	2012	1990
Zoning:	LI Light Industrial	I Industrial	I Industrial	Industrial	IG2HX Industrial
Ceiling Height:	14	12	12	12	16
Building Occupancy %	100%	100%	100%	100%	100%
Tenant:	Cloud Cap	Bunnyjuice, Inc.	Outdoor Play, Inc.	Custom Interface, Inc.	Masterpiece Investments, Inc.
Commencement Date:	7/1/12	5/1/18	6/15/18	1/1/13	1/2/18
Base Rent (psf/year):	\$15.50	\$13.80	\$16.20	\$9.90	\$13.80
NNN Charges (psf/year):	\$2.23	\$3.00	\$3.00	\$3.00	\$3.72
Effective Rent:	\$17.73	\$16.80	\$19.20	\$12.90	\$17.52
Lease Type:	NNN	NNN	NNN	NNN	NNN
NNN Equivalent Base Rent:	\$15.50	\$13.80	\$16.20	\$9.90	\$13.80
Tenant Improvement Allowance:	\$0	\$5,220 (\$5/sf)	\$0	\$0	\$0
Free Rent:	\$0	\$0	\$0	\$0	\$0
Term:	5 Years	5 Years	1 Year	5 Years	2 Years
Other Landlord Concessions:	None	None	None	None	None
% Vacant	0%	0%	0%	0%	0%
Notes	Rate & Terms reflect 2019 lease renewal. Premises built out as approx. 24% office. 3% annual escalations.	Premises 1,044 sf office/R&D. 3% annual escalations. Space delivered as vanilla shell with ADA bathroom. \$5/sf finish allowance.	Premises 1,044 sf office/R&D. 3% annual escalations in Option Periods. 2nd generation space delivered turnkey with 2 offices and balance open office.	This was a build to suit lease for the tenant with an option to purchase which has been exercised. 30% office. 3% annual escalations. Expenses estimated.	Premises is 4,727 sf. No information on escalations or TIA other than a comment that the space was "fully built out".

Comments:

Comp 1 is a CMU block building built out almost entirely as office by the UAV industry tenant. The tenant recently exercised a 5 year option which is reflected in the rent and I feel is indicative of the rent for a building of this quality in today's market. Comp 2 is an upper level unit in the Wasco Avalanche building with big views of the river and Mt. Adams that has a small area for warehousing and packaging their product but is mostly office space. The space was delivered as a warm vanilla shell with ADA bathroom with a \$5/sf TIA. The tenant invested a significant amount in their tenant improvements to the space. Comp 3 was a 2nd generation space in the Wasco Avalanche building that had been constructed for a software development company. The initial tenant had built out a conference room, private office and kitchenette with the balance of the space open office which was a good fit for the current tenant. The current tenant only signed a 1 year lease as they are a company in transition having recently been acquired by a Florida investor along with another local retail outlet and their long term retail/wholesale strategy was still being developed. Comp 4 was a build to suit for a single tenant in the UAV industry with an option to purchase which was exercised. The property is sited on leased ground in the Bingen industrial park. Both the build to suit reducing risk and leased ground reducing cost I feel are represented in the lower lease rate for this property. Comp 5 is another Portland reinforced concrete tilt up flex project representative of this property type.

Waterfront - light industrial flex

Expected Base Rental Rate NNN PSF/Year: \$12.00 NNN

	1	2	3	4	5
Address:	3729 Klindt Drive	11851 NE Glenn Widing Drive	15929 NE Cameron Blvd.		
City/State:	The Dalles OR	Portland OR	Portland OR		
Zip:	97058	97220	97230		
Building Type (Industrial or Flex):	Block Industrial/Flex	Masonry Industrial/Flex	Concrete Tilt Industrial/Flex		
Building Size (Gross SF):	7,400	36,474	32,500		
Building Size (Net SF):	6,660	36,474	32,500		
Land Area (SF):	7,841	331,927	71,948		
Property Condition (Excellent, Good, Fair, Poor)	Good	Excellent	Good		
# Parking Spaces:	8	100	60		
# Docks:	0	2	11		
# Grade Doors:	2	6	5		
Sprinklered (Yes or No):	Yes	Yes	Yes		
A/C (Yes or No):	Yes	Yes	Yes		
Year Built:	2009	1998	1998		
Zoning:	CR Commercial Recreation	EG2 HSX Industrial	IG2 Industrial		
Ceiling Height:	14	14	21		
Building Occupancy %	100%	100%	100%		
Tenant:	Lincare, Inc.	Engineered Structures, Inc.	City Recycle		
Commencement Date:	12/7/10	12/1/16	4/1/17		
Base Rent (psf/year):	\$12.25	\$12.84	\$8.00		
NNN Charges (psf/year):	NA	\$3.50	\$2.55		
Effective Rent:	\$12.25	\$16.34	\$10.55		
Lease Type:	MG	NNN	NNN		
NNN Equivalent Base Rent:	\$10.00	\$12.84	\$8.00		
Tenant Improvement Allowance:	\$0	\$60,000	\$0		
Free Rent:	\$0	2 months	\$0		
Term:	2 Years	62 Months	5 Years		
Other Landlord Concessions:	None	None	None		
% Vacant	0%	0%	0%		
Notes	Rate reflects current option period for 2200 sf premises. 2.5% annual escalations. Approx. 40% office with all space conditioned.	Premises 6,202 sf of which 1,720 sf is office (28%). Expenses estimated. 3% annual escalations. Water is across Marine Drive.	Premises 6,000 sf. No detail on TIA, office component nor escalations.		

Comments:

This was a difficult property type to source lease comps for as there are few industrial parks in the region with the type of waterfront amenities the Hood River waterfront has. The Halyard building is obviously a good comp but being a Port property you obviously know the lease rate so I did not include it in this rate study. Comp 1 is a smaller CMU mixed use building constructed on the waterfront in The Dalles Industrial Park on Commercial Recreation zoned land. There is a walking path along the waterfront but none of the other amenities that Hood River's waterfront provides. The tenant space does represent the light industrial flex industrial property type well with fully conditioned space, a 40% office build out and both man and rollup doors. Comps 2 and 3 are in the Marine Drive area of the Portland market so are essentially across the street from the Columbia River like the Hood River waterfront. There is a levee which affects the view and the waterfront experience but there is a public walking/cycling path along the levee and the area is convenient to PDX, I84, I205 and I5.

Waterfront - light industrial office

Expected Base Rental Rate NNN PSF/Year: \$18.00 NNN

	1	2	3	4	5
Address:	603 Portway Avenue	501 Portway Avenue	501 Portway Avenue	33 Nichols Parkway / Ste 390	551 Lone Pine Blvd.
City/State:	Hood River OR	Hood River OR	Hood River OR	Hood River OR	The Dalles OR
Zip:	97031	97031	97031	97031	97058
Building Type (Industrial or Flex):	Block Industrial/Flex	Block Mixed Use	Block Mixed Use	Block Mixed Use	Block Mixed Use
Building Size (Gross SF):	35,000	18,500	18,500	29,760	58,400
Building Size (Net SF):	34,000	16,100	16,100	25,878	50,783
Land Area (SF):	54,450	34,848	34,848	20,473	282,269
Property Condition (Excellent, Good, Fair, Poor)	Excellent	Excellent	Excellent	Excellent	Excellent
# Parking Spaces:	58	46	46	54	224
# Docks:	0	0	0	0	0
# Grade Doors:	2	1	1	0	0
Sprinklered (Yes or No):	Yes	Yes	Yes	Yes	Yes
A/C (Yes or No):	Yes	Yes	Yes	Yes	Yes
Year Built:	2012	2013	2013	2017	2010
Zoning:	Light Industrial	C2 General Commercial	C2 General Commercial	C2 General Commercial	CR Commercial Recreation
Ceiling Height:	12	10	10	10	10
Building Occupancy %	100%	100%	100%	90%	100%
Tenant:	Dakine	Interflue	Hood River Chiropractic	Dr. Jeff Horacek	Mid Columbia Medical Center
Commencement Date:	3/1/13	6/1/13	3/1/14	7/1/18	6/1/10
Base Rent (psf/year):	\$16.20	\$14.16	\$16.80	\$21.00	\$24.00
NNN Charges (psf/year):	\$0.00	\$3.00	\$3.00	\$3.50	\$3.50
Gross Rent:	\$16.20	\$17.16	\$19.80	\$24.50	\$27.50
Lease Type:	MG	NNN	NNN	NNN	NNN
NNN Equivalent Base Rent:	\$13.80	\$14.16	\$16.80	\$21.00	\$24.00
Tenant Improvement Allowance:	Turnkey	\$264,810 (\$35/sf)	\$73,255 (\$35/sf)	\$27,525 (\$25/sf)	\$4,672,000
Free Rent:	\$0	\$0	\$0	\$0	\$0
Term:	5 Years	5 Years	5 Years	5 Years	20 Years
Other Landlord Concessions:	None	None	None	None	None
% Vacant	0%	0%	0%	90%	0%
Notes	Premises is 31,000 sf. This is an old comp that has not been verified by reviewing the lease. 3% annual escalations. Current rent in the 2nd year of the 1st option period assumed to be \$19.34/sf/yr. Limited common areas.	Premises 7,566 rsf with estimated 15% load. Delivered as cold shell with \$35/sf TIA. 3% annual escalations so current rent would be \$16.91. Expenses estimated.	Premises 2,093 rsf with estimated 15% load. Delivered as cold shell with \$35/sf TIA. 3% annual escalations so current rent would be \$19.48. Expenses estimated.	Premises 1,101 rsf with 15% load. Delivered as warm vanilla shell with \$25/sf TIA. 3% annual escalations. Expenses estimated.	Single tenant building with unusually high TIA of \$80/sf. CPI annual escalations. Expenses estimated.

Comments: Comp 1 is the only light industrial zoned Hood River waterfront office comp 1 could find as the other buildings constructed along the waterfront are commercially zoned although it is a restricted commercial zoning. I could find no similar light industrial projects with a waterfront amenity like Hood River's waterfront in other regional markets so the suggested rate has been estimated considering the different amenities a light industrial office project would have as compared to a commercially zoned professional office building. It is assumed that a light industrial office building would have fewer common area amenities and more open office and R&D oriented space but this office type is not well defined in the Hood River market. I assume the core and shell will be slightly less expensive to construct and the tenant improvement allowance will be lower reflecting the less intensive interior buildout. These reduced costs provide for a lower base rent necessary to achieve a reasonable return than reflected in the base rents in comps 4 and 5 which are nicely amenitized professional office space. Comps 2 and 3 are similar to Comp 1 but in a multi-tenant commercially zoned building with more common core amenities than a typical industrial office building would include. Comp 5 is high primarily because of the high TIA provided the tenant although it is in a very attractive waterfront location with fewer amenities than Hood River's waterfront.

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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 _____, an Oregon _____ [sole proprietorship; partnership; corporation; limited liability company], hereinafter referred to as "Lessee."

- 1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor Leases to Lessee approximately _____ square feet of space in Lessor's building commonly known as the _____ Building ("Building") located at _____, Oregon ("Leased Premises"). The Leased Premises are identified in the attached "Exhibit A."

Building Name:
 Building Address:
 Lessee Suite/Description:
 Leased Premises SF:

- 2. Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on _____ and continuing through _____. 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 _____ extension term(s) of _____ year(s) each, through _____, 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 90 days prior to the Lease termination date.

Effective Date:
 Lease Expiration Date:
 Renewal Options:
 Renewal Notice Requirement:

- 3. Allowed Use.** Lessee shall use the Leased Premises for _____. 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; 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. As shown in Exhibit AA "Load Factor" is calculated to determine Building tenant payments for Building Common Area Operating Expenses.

Load Factor Formula: The total Building square footage is _____ SF. The Building Common Area square footage is _____ 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 (Building Name) Load Factor is _____%.

Rentable Area square footage is the Leased Premises square footage (___SF) plus the Load Factor area square footage (_____SF). The Rentable Area square footage will be used to calculate Rent.

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, and shall be payable in equal monthly installments in advance on the first day of each and every 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>

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 rental 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 BK, 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 1 percent or more than 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.

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>

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 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 tenanted and maintained.**

5.3.1.2 All costs and expenses incurred by Lessor for utility usage and 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 Property 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 lease; (c) any amount paid to an entity or individual affiliated with or otherwise related to Landlord 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 or common areas and any tax increase caused by a revaluation of the Premises by virtue of a sale by Landlord; (e) Landlord's general administrative and corporate overhead not directly attributable to management or operation of the Building, and (f) costs for services normally provided by a property manager where the operating costs 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, 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

pay directly 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) 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.

6. Building Common and Building Exterior Areas. Building Common Areas and Building Exterior Areas are provided by Lessor for the joint use or 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 like, 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 with 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 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. As shown in Exhibit A

- 7. Parking.** Lessee may park vehicles in Building Exterior Common Areas designated by Lessor for vehicle parking. [As part of this Lease Lessee may also park vehicles in _____ designated parking spaces located _____. Lessor shall have no obligation to monitor parking or enforce parking restrictions associated with Lessee’s designated parking spaces.]

8. Maintenance and Repair.

Any maintenance and Repair item that is not considered a Capital Expenditure is an Operating Expense as defined in section 5 of this Lease. Lessor Obligations are maintenance and repair items that will be carried out by the Lessor and paid as an Operating Expense by the Tenant through Additional Rent.

8.1 Lessor Obligations. Lessor shall maintain the Building except for tenant leased premises, which are the responsibility of Building tenants, and shall maintain the Building property including: (i) Building Exterior Areas (ii) Building (exclusive of the Premises), and (iii) any Building Common Areas, (including stairs, corridors, restrooms, exterior and interior windows, plumbing and electrical equipment serving the Building, roof and elevators), except for equipment specifically servicing the Premises (“Lessee’s Equipment”), in reasonably good order and condition except for damage occasioned by the act of the Lessee or Lessee’s invitees, which damage shall be repaired by Lessor at Lessee’s expense.

8.2 Lessee Obligations. Lessee shall at all times during the Term at Lessee’s sole cost and expense, keep the Premises in good order, condition and repair. This obligation shall include, without limitation, the obligation to maintain, repair as necessary: floor coverings, wall coverings and paint, casework, ceiling tiles, HVAC exclusively serving the Premises, Window coverings, light bulbs, ballasts and fixtures, locks and hardware and all tenant Improvements.

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 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, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by 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 One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) 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 policies 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 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 30 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. The Tenant Improvement allowance is _____ per Square foot of Leased Premisse. The Lessor/Lessee has agreed to make such improvements which are to be outlined in a future agreement that will become part of this Lease. If Lessee requests Lessor to make Leased Premises improvement changes that will increase the construction cost or improvement project soft costs beyond the Tenant Improvement Allowance, and if Lessor in Lessor's discretion agrees to make changes, Lessor and Lessee will promptly execute a written agreement describing the changes and agree how the costs will be paid prior to such costs being incurred.

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 the agency exercising such power or receiving such conveyance, for any part of such. 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 Landlord in good, broom clean condition, ordinary wear and tear condition at the termination of this Lease. Any cost to bring the Leased Premises back to acceptable condition shall be the sole responsibility of the 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 acceptable condition shall be the sole responsibility of the Lessee.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after 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 30 days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same 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 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 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) 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) 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 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 rents and damages shall survive such termination and Lessor may re-enter, take possession of the 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 Lessee from month to month, 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 10 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 _____, 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, 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. Dispute Resolution. 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 solution 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 or an 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 _____, 20---.

Lessee:		Lessor:	Port of Hood River
Signed:	_____	Signed:	_____
By:		By:	Michael McElwee
Its:		Its:	Executive Director
Address:		Address:	1000 E. Port Marina Drive Hood River, OR 97031
Email/phone:		Email/phone:	(541) 386-1645

Exhibit A
LEASED PREMISES

**Exhibit B
COMMON AREAS**

Commission Memo



Prepared by: Michael McElwee
Date: June 4, 2019
Re: Executive Director Annual Review

The Commission discussed the Executive Director's ("ED") annual review process at the April 23, 2019 meeting and reviewed various materials prepared by Paul Hutter at HR Answers. Since then, the Personnel Committee (President Streich and Vice-President Shortt) met with the ED to discuss the ED's annual review process. The Personnel Committee gave the following directions:

1. Consider a new evaluation form to include evaluation criteria that are more clearly stated and that are focused on criteria that can be more easily evaluated by a Commissioner.
2. Consider a small form of a 360 evaluation, that is customized to the Port of Hood River issues and community stakeholders. The 360 doesn't need to be tied specifically to the annual evaluation but would be intended to assist the ED with feedback to enhance performance generally.
3. Seek examples of evaluation processes and forms from other port authorities.
4. Complete the 2018/19 ED review by the June 18 meeting.

Attached is the existing ED review form; a revised draft ED review form prepared based on input from the Personnel Committee, David Hutter and Communications Manager Genevieve Scholl; the ED job description from the original position recruitment from 2006; and the 2018/19 ED Work Plan as approved by the Commission. These materials are intended to drive a discussion with the full Commission and obtain final direction for the review process this year. If the review form can be finalized at this meeting, the process can occur per the current schedule.

RECOMMENDATION: Discussion.

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**PORT OF HOOD RIVER
EXECUTIVE DIRECTOR PERFORMANCE EVALUATION**

Evaluation shall be based on performance of the following duties as described in Paragraphs 1 and 17 of Employment Agreement:

1. Overall management, administration and direction of Port operations; hiring, disciplining and discharging of Port employees and volunteers; execution and administration of Port policies within budget appropriations pursuant to Port policy and ordinance or resolution; policy advice to elected officials and open communication with the community so as to foster responsive and courteous public service.
2. Initiate, administer and supervise all functions and programs of the Port of Hood River.
3. Supervise the maintenance and upkeep of any facilities and equipment owned or maintained by the Port and Port real property, and recommend to the Port Commission the acquisition of new or sale of used equipment and facilities and Port real property.
4. Keep and maintain proper fiscal records for the Port.
5. Hire and fire all personnel necessary to carry out the business of the Port subject to the limitations of Oregon law, Port policies and any collective bargaining agreement.
6. Do and perform all things necessary to be done to completely and fully administer the Port consistent with the established policies of the Port and any directions of the Port Commission.
7. Provide assistance or services to other units of government when reasonable and practical, which is encouraged, but not required.
8. Ability to cooperate with the Port Commission, staff, community citizens and leaders, peer organizations, districts, the City and the County.
9. Ability to effectively communicate.
10. Effective leadership attributes in leading Port employees.
11. Good work habits as an example to employees.
12. Full and efficient use of all Port services.
13. Performance measured against the Port strategic plan as developed by the Port Commission and revised periodically.

Instructions: Using the form on Page 2, evaluate the Executive Director's work performance as it pertains to the job requirements. Select a number that best describes his performance during the past twelve months. Add comments as necessary.

1-Unacceptable 2-Needs Improvement 3-Meets Expectations 4-Exceeds Expectations 5-Superior

Standards, Criteria, and Policy Objectives	Score/Comments
<p>Leadership. This standard stresses executive leadership, vision, empowering others, and understanding of Port issues.</p>	_____
<p>Governance. This standard centers on developing procedures for working with the board; formulating district policy, standards, and regulations; and describing Port governance in the community.</p>	_____
<p>Communications. This standard emphasizes skill in articulating Port district vision and purpose to the community, media, and state and local agencies involved in transportation and economic development.</p>	_____
<p>Organizational Management. This standard calls for skills in gathering, analyzing, and using data for decision making; framing and solving problems; and formulating solutions to problems. It also stresses quality management to meet internal and external customer expectations and to allocate resources.</p>	_____
<p>Planning and Development. This standard evaluates the Executive Director’s skill in formulating and directing a strategic plan to assist in meeting community economic development needs and the business operations of the Port.</p>	_____
<p>Economic Development. This standard measures knowledge and use of federal, state, and local resources to support economic development in the Port District as outlined in the Port’s strategic plan.</p>	_____
<p>Human Resources Management. This standard assesses skill in developing a staff evaluation and assessment and supervisory system to improve performance. It also requires skills in describing and applying legal requirements for personnel selection, development, retention, and dismissal.</p>	_____
<p>Technical Skills. This standard assesses skills that are necessary to support the mission of the Port. These include knowledge of project financing and construction, lease negotiations and appropriate use of engineers, architects, and other consultants to carry out Port projects.</p>	_____
<p>Addressing Policy Objectives. This standard evaluates the work done by the Executive Director to achieve policy objectives established by the Port Commission, in a timely and effective manner.</p>	_____

TOTAL SCORE _____

Overall Rating _____

NAME: _____ DATE: _____

**RETURN TO LEGAL COUNSEL JERRY JAQUES NO LATER THAN NOON THURSDAY, JULY 9, 2015.
(Email to jerry@hoodriverlaw.com)**

PROPOSED

**PORT OF HOOD RIVER
EXECUTIVE DIRECTOR PERFORMANCE EVALUATION**

Evaluation shall be based on performance of the following duties as described in Paragraphs 1 and 17 of Employment Agreement:

1. Overall management, administration and direction of Port operations; hiring, disciplining and discharging of Port employees and volunteers; execution and administration of Port policies within budget appropriations pursuant to Port policy and ordinance or resolution; policy advice to elected officials and open communication with the community so as to foster responsive and courteous public service.
2. Initiate, administer and supervise all functions and programs of the Port of Hood River.
3. Supervise the maintenance and upkeep of any facilities and equipment owned or maintained by the Port and Port real property, and recommend to the Port Commission the acquisition of new or sale of used equipment and facilities and Port real property.
4. Keep and maintain proper fiscal records for the Port.
5. Hire and fire all personnel necessary to carry out the business of the Port subject to the limitations of Oregon law, Port policies and any collective bargaining agreement.
6. Do and perform all things necessary to be done to completely and fully administer the Port consistent with the established policies of the Port and any directions of the Port Commission.
7. Provide assistance or services to other units of government when reasonable and practical, which is encouraged, but not required.
8. Ability to cooperate with the Port Commission, staff, community citizens and leaders, peer organizations, districts, the City and the County.
9. Ability to effectively communicate.
10. Effective leadership attributes in leading Port employees.
11. Good work habits as an example to employees.
12. Full and efficient use of all Port services.
13. Performance measured against the Port strategic plan as developed by the Port Commission and revised periodically.

Instructions: Using the form on Page 2, evaluate the Executive Director’s work performance as it pertains to the job requirements. Select a number that best describes performance during the past twelve months. Add comments as necessary.

1-Unacceptable 2-Needs Improvement 3-Meets Expectations 4-Exceeds Expectations 5-Superior

Standards, Criteria, and Policy Objectives	Score and Comments (Provide Justification for the Rating)
<p>Leadership Performance in the overall management of Port activities; creativity and vision, issue identification, adherence to legal requirements, budget preparation, project implementation, Commission coordination, positive external agency/stakeholder relationships, and demonstrating the values of the Port.</p>	<p>_____</p>
<p>Commission Goals and Objectives Performance in implementing existing Port policies, standards, and regulations as well as identifying need for new policies, standards and regulations; and describing Port governance to the community.</p>	<p>_____</p>
<p>Communications Performance in communicating Port mission, vision, purpose and activities to the community-at-large, media, and relevant state and local agencies.</p>	<p>_____</p>
<p>Judgement Performance in gathering, analyzing and utilizing information for sound decision making; framing and solving problems; addressing customer expectations, crisis response & management and allocating resources.</p>	<p>_____</p>

<p>Planning and Development Performance in formulating, directing and implementing the property acquisition, planning, leasing, and development of Port properties to meet public policy objectives and the business objectives of the Port.</p>	<p>_____</p>
<p>Economic Development Knowledge and performance in utilizing available federal, state, and local resources to support economic development, establishing effective relationships and seeking policy and regulatory changes that support the economic development activities of the Port.</p>	<p>_____</p>
<p>Human Resources Management Performance in hiring, development, motivation and evaluation of Port personnel including the appropriate application of legal requirements.</p>	<p>_____</p>
<p>Technical Skills Performance in the application of knowledge of project financing, construction, lease negotiations and appropriate utilization of use of engineers, architects, and other consultants to carry out Port projects.</p>	<p>_____</p>
<p>Work Plan Performance in achieving the goals established in the Executive Director’s annual work plan as approved by the Commission and additional goals that may be directed by the Commission.</p>	<p>_____</p>

TOTAL SCORE _____

Overall Rating _____

Any other general comments?

NAME: _____ DATE: _____

RETURN TO LEGAL COUNSEL JERRY JAQUES NO LATER THAN NOON WEDNESDAY, JUNE 12, 2019.
(Email to jerry@hoodriverlaw.com)

PORT OF HOOD RIVER

The Organization

The Port of Hood River is located in Hood River County, 60 miles east of Portland, Oregon in the heart of the scenic Columbia River Gorge. The Gorge is a unique and special region spanning the Columbia River with ample recreational areas, beautiful vistas and a high quality of life for its citizens. The City of Hood River with its small town charm has a population of 6,450.

The topography and climate of the region vary greatly from east to west, leading to a diversity of economies, activities and lifestyles. Generally, the Gorge enjoys a temperate climate, with seasonal changes and varying degrees of precipitation. Mt. Adams and Mt. Hood offer fabulous opportunities for those who enjoy winter sports and year-round mountain recreation. The Gorge is well known for its windsurfing, kayaking, snowboarding, skiing, and mountain biking which attract enthusiasts from around the world. Traditional sportsmen and women can enjoy hunting, fishing and golfing all within a short distance.

Hood River County, with a population of 21,050 inhabitants, has a fertile agricultural valley that leads the world in Anjou pear production. The community also supports a broad creative community of writers, actors and visual artists.

Operating Budget: ~ 3 Million
Port Employees: 19 FTE's
Reports To: 5-member elected Board of Commissioners



The Port

Since its formation in 1933, the Port of Hood River has served as an economic catalyst for the surrounding area. It has been responsible for many of the infrastructure improvements in downtown Hood River.

Hood River Interstate Bridge

The Port owns and operates this bridge which is an important and vital Central Columbia River Gorge crossing. This is the Port's largest revenue source, generating more than \$2 million annually. In fall 2004, the Port completed a \$7.5 million bridge-redecking project.

Hood River Waterfront and Marina

Hood River Waterfront has been home to a variety of enterprises. The Port owns several buildings on the waterfront which are available for light industrial use. The Hood River Expo Center is home to major community and private events, Hood River County Chamber of Commerce and the Visitors Center. The Port owns several recreational waterfront parks, a cruise ship dock, and has just completed transfer to the City of Hood River a 6.4-acre shoreline parcel for park development. About 20 acres of light industrial-zoned property is available for development, and the Port Commission will be completing a master plan to guide that work.

PORT OF HOOD RIVER

The Port's marina has 153 boat slips, 11 boathouse slips and nine float plane slips set within Port Marina Park. It maintains a transient dock for visitors and provides public boat launching facilities.

Real Estate

Big 7 Building - This 45,500-square foot former fruit storage building is owned by the Port and is home to Gorge Networks and the Columbia Gorge Community College Technology Center.

Wasco Business Park - This 5.6-acre parcel inside the City of Hood River has been redeveloped for light industrial users.

John Weber Business Park - This 29-acre tract was purchased and developed by the Port of Hood River in the late 1970s and early 1980s for a middle valley light industrial park. It has been nearly absorbed by the private market.

Airport

Ken Jernstedt Airfield occupies 130 acres and is a general aviation airport with a 3,040-foot asphalt runway. The Port maintains three 12-unit T-hangars for pilots. There are four private hangars, an aerial applicator operation and a large, old hangar used by a gliding club. Flightline Services has been the Port's airport Fixed Base Operator since 1994.



The Position

The Executive Director functions as the chief executive officer of the Port of Hood River. This individual serves as the principal resource to the Board of Commissioners and is responsible for implementing policies set by the Commissioners while overseeing Port marketing, development of Port facilities, property management and community relations. This includes overall direction of the operation, maintenance, administration and use of airports, marinas, industrial districts and other properties and facilities.

The Executive Director is responsible for execution of contracts, delivery of services essential to the Port's mission, as well as financial, accounting and legal matters of the Port. He/She facilitates the development of goals, objectives, business plans, budgets and programs. The ED works to develop and maintain positive relationships with tenants and customers, community groups, and other public and government agencies. This individual hires and provides administrative direction to staff members.

PORT OF HOOD RIVER

Issues and Priorities

- * Form strong relationships with the Commissioners, both as a whole and individually, developing an environment of mutual trust and respect. Facilitate discussions among the Commissioners concerning the role, vision, mission and goals of the Port thereby fostering unity.
- * Quickly get to know the staff members, developing trust, establishing credibility, encouraging teamwork and creating an atmosphere of open, honest, two-way communication. Develop and implement strategies designed to ensure accountability.
- * Involve himself/herself within the community and establish relationships early on with community leaders including elected officials throughout the Port District, professional peers at the City and County levels and leaders in the business and economic development communities.
- * Enhance collaborative partnerships with the City of Hood River, Hood River County, the Mid-Columbia Economic Development District, neighboring port districts, and other regional players. Serve as a catalyst among regional leaders who are also working to enhance the area's economic vitality.
- * Perform an organizational assessment and make appropriate recommendations for increased operational effectiveness to the Commissioners.
- * Translate the Commissioner's policies and goals for the organization into a work-plan with specific milestones and timelines to measure progress and success. Present options/alternatives to the Commission to ensure the optimum plan.

- * Develop and implement a communications plan to educate the public about the Port, its operations, plans and successes in order to enhance public awareness and generate excitement about and support for the Port. Ensure the Port is "open" to the community.
- * Work with existing or potential users of Port facilities to find ways to facilitate growth of these businesses and to identify new opportunities to pursue in order to enhance the current business climate.



Ideal Candidate Profile

The successful candidate will have a mature, healthy sense of self-assurance and be able to listen to and present alternative methods for reaching goals. This individual will be someone who is recognized for establishing and maintaining relationships based upon mutual respect. He or she will demonstrate honesty and integrity beyond reproach and inspire confidence and trust in others. The ideal candidate needs to be outgoing, personable and a compelling spokesperson that is able to articulate the mission of the Port to diverse audiences and balance the financial goals of the Port with the needs of the community it serves.

The successful candidate will quickly establish himself or herself as an active, integral part of the community, and be perceived as an energetic participant in the broader community. The Executive Director must be an approachable and

PORT OF HOOD RIVER

accessible individual, comfortable seeking input from the community. Additionally, he or she must be adept at orchestrating the public input process and work patiently to help citizens understand the reasons behind Port projects. Given the wide array of people with whom the Executive Director will interact, he or she must be equally comfortable conversing with members of the general public, negotiating with attorneys and developers, and creating a positive impression about the Port with the executives of potential Port tenants and partners.

Although we seek someone who is not personally political, we do seek someone who is politically savvy and who understands and can succeed within politically charged situations. The ideal candidate will have a demonstrated history of effectively operating in a politically diverse and active community. The right candidate will have a history of relationship building with multiple stakeholders resulting in successful outcomes in potentially polarized situations.

The successful candidate will be a confident leader who takes initiative and gets things done. This individual will have demonstrated experience in setting a timeline and implementing it, once goals have been set. The selected candidate will be a problem-solver who is well-organized and remains calm under pressure. He or she will have the ability to remain flexible and creative in a challenging work environment. The incoming Executive Director will possess a leadership style that is direct, committed to results and also empowers and encourages others to take initiative. The right person will create and maintain a culture of teamwork, recognize staff for their accomplishments and provide feedback concerning performance. He or she will be available, approachable, inspiring, respectful and open to ideas from all team members.

Minimum Qualifications

A Bachelor's degree from an accredited college or university is required. Candidates should have a minimum of six years of progressively responsible senior level experience in a comparable organization directing operational activities, marketing, business development, property development, finance and other activities relevant to the operations of a Port. The successful candidate will have extensive experience working directly with a board or elected officials. The selected candidate will be required to live in the Port District.

Selection Process

The recruitment process will consist of an evaluation of each applicant's qualifications as demonstrated in a professional resume and cover letter. Candidates best suited for the position will be invited to complete a qualifying supplemental questionnaire and an application packet for further evaluation. Only the most qualified candidates passing the supplemental evaluation will be invited to participate in a preliminary interview. Candidates deemed most qualified based on the criteria outlined in this announcement will be invited to the Port of Hood River for an oral interview process. Travel, meals and lodging will be reimbursed for out-of-area finalists. As part of the final selection process, a background investigation will be conducted.

To Apply

The Port of Hood River is committed to hiring a diverse workforce and all qualified candidates are encouraged to apply by **March 6, 2006**. Please send a cover letter and resume (e-mail preferred) to John Deller at:

 **Waldron & Company**

Three Centerpointe Drive, Suite 200
Lake Oswego, OR 97035
503.620.1106 ♦ 503.968.8081 (fax)
john@waldronhr.com

**EXECUTIVE DIRECTOR
FY 18/19
WORK PLAN
FINAL: 9/11/18**

Action:	Expected Completion	Completion
I. <u>FINANCIAL MANAGEMENT</u>		
<i>Goal: Ensure that financial resources continue to be deployed effectively, with a high degree of foresight and in anticipation of future Port needs.</i>		
1. Install hardware and software and demonstrate capability to implement license plate recognition tolling technology at the Toll Booth.	5/15/19	
2. Prepare a detailed “Fiscal Sustainability Financial Model” Describing the projected financial and operational performance Of the Port without current bridge revenue for Commission Review and discussion.	2/15/19	
3. Select and install an appropriate software program to efficiently manage Port properties and projects.	2/20/19	
II. <u>REAL ESTATE DEVELOPMENT & PLANNING</u>		
<i>Goal: Create significant, positive momentum toward development of the Port’s Real Estate Portfolio consistent with community objectives and Commission direction.</i>		
1. Prepare a DDA Amendment that addresses the allowed scope of development on Expo Property Parcel I for Commission consideration.	9/15/18	
2. Evaluate development feasibility of four potential Port sites as identified by Commission and recommend priorities for further pre-development steps.	12/30/18	
3. Ensure implementation of Expo Phase II DDA with Key Development.	1/30/19	
4. Confluence Business Park (Lot #1)		
A. Prepare a Public Infrastructure Framework Plan for Urban Renewal Agency approval.	1/20/19	
B. Prepare a Property Development Market Analysis For Commission review.	1/20/19	
C. Prepare a Disposition and Development Policy for Commission review.	4/1/19	

- | | |
|---|----------|
| D. Prepare a City/Port Public Improvement Development Agreement for Commission approval. | 6/30/19 |
| 5. Identify a system of consistent place names for all Port properties and review with Commission. | 11/15/18 |
| 6. Lower Mill Site | |
| A. Prepare a final DDA with Neal Creek Forest Products for the sale of two parcels for Commission approval. | 12/15/18 |
| B. Complete wetland permit application and mitigation plan for lot 300. | 10/1/18 |

III. WATERFRONT RECREATION

Goal: Maintain and enhance the waterfront as a prime recreation area to support economic development objectives and Strategic Plan goals.

- | | |
|--|----------|
| 1. Work with OSMB to finalize a master plan for the Boat Launch Ramp Parking Lot and Transient Boat Dock area. | 3/15/19 |
| 2. Evaluate implementation of 2018 Waterfront Parking Plan and recommend changes for summer 2019. | 1/30/19 |
| 3. Prepare design development plans for an upgraded restroom at the Event Site. | 12/30/18 |
| 4. Obtain COE/DSL permit and install modular docks in the in the Nichols Boat Basin. | 5/15/19 |
| 4. Obtain City permits and build a SUP/KAYAK Storage Facility near the Nichols Boat Basin Seawall. | 6/1/19 |
| 5. Develop and install an integrated signage plan for the Waterfront trail system. | 5/1/19 |

IV. BRIDGE/AIRPORT

Goal: Complete significant transportation improvements to enhance site development and economic development objectives.

- | | |
|--|---------|
| 1. Complete the Skew System Upgrade and Lift Span Motors Rehabilitation Project. | 1/30/19 |
| 2. Bridge Replacement | |
| A. Develop an analysis of alternative bridge replacement financing scenarios. | 2/30/19 |
| B. Reach 30% completion of the FEIS/NEPA scope being carried out by WSP Engineering. | 6/30/19 |

- | | | |
|----|--|----------|
| 3. | Complete land lease and development agreements and obtain substantial completion of South Ramp Hangar Project. | 6/30/19 |
| 4. | Complete permitting and construction plans/specs for the North Ramp Connect VI project. | 10/30/18 |

V. ECONOMIC DEVELOPMENT

Goal: Ensure that the Port's role in regional economic development activities is clearly defined. Confirm that the objectives are identified and adequate resources are in place to be successful.

- | | | |
|----|--|---------|
| 1. | Prepare an analysis of regional business sectors identifying real estate development market opportunities. | 4/30/19 |
| 2. | Assess opportunities for collaboration among local public agencies and non-profits. | 3/15/19 |

VI. COMMUNICATIONS & COMMUNITY RELATIONS

Goal: Increase the understanding and awareness of the Port's activities; identify opportunities for successful partnerships with key public agencies and private business; and participate in the life of the Hood River area community.

- | | | |
|----|---|----------|
| 1. | Update Communications Plan for Commission approval. | 10/15/18 |
| 2. | Prepare a detailed description of the "Community Support Initiative" for Commission discussion. | 11/30/18 |

VII. GOVERNANCE & BOARD COMMUNICATIONS

Goal: Evaluate the Board's governance and communications policies and provide recommendations for improvements.

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|----|---|---------|
| 1. | Update the board & staff training policy. | 02/1/19 |
| 2. | Prepare plan for regular project communication and management updates with Commission President and individual Commissioners. | 9/30/18 |

VII. PERSONNEL MANAGEMENT

Goal: Ensure that appropriate personnel policies are in place.

- | | | |
|----|---|---------|
| 1. | Evaluate step ladder and associated staff compensation for personnel and recommend changes. | 2/30/18 |
| 2. | Revise/streamline staff performance evaluation forms | 3/15/19 |
| 3. | Obtain Commission approval of Executive Director | 9/10/18 |

Annual Workplan and provide mid-year and year-end updates.

4. Identify a new Executive Director annual evaluation form 5/15/19
And process and seek Commisison approval.

VII. NEW OR UNPLANNED INITIATIVES

Based on new Commission direction or identified need



BRIDGE REPLACEMENT PROJECT

Project Director Report

June 4, 2019

The following summarizes Bridge Replacement Project activities from May 23-31, 2019.

NATIONAL SCENIC AREA MANAGEMENT PLAN / VISUAL IMPACTS

After completing meetings with the Columbia Gorge Commission planning staff, we will be summarizing the meeting notes and including a matrix showing how the bridge type and treatments discussed in the Type Size & Location (TS&L) study meet the standards from Chapter 7 of the National Scenic Area Management Plan (NSAMP). Though NSA staff was hesitant to approve a design without a permit application, the project team feels confident that the bridge type with appropriate aesthetic elements would receive an NSA permit. The actual NSA permit application will be submitted once significant engineering (15-30%) is completed.

The Visual Impacts technical report, based upon FHWA NEPA guidelines, will include illustrations from a dozen or so Key Viewing Areas (KVAs) in the Gorge to give a sense of the preliminary preferred alternative. This NEPA process does not include a budget for detailed aesthetic treatments or modeling.

EIS WORKING GROUP MEETING

The third EIS Working Group meeting took place on Thursday, May 23rd. After a review of the prior work, there was agreement that the process that took place in the past was adequate and helpful. The group also reviewed roadway connections for bike/ped facilities. Staff will develop a scoring matrix for helping the WG adequately determine whether the criteria for the identified paths are adequate. Also learned that the Port and ODOT have made significant ADA-compliant multi-use improvements at E. Port Marina Dr. Since stormwater will be collected, the project team will meet with ODOT to see if the state's facilities (bioswales) can be utilized.

AGENCY COORDINATION PLAN

As noted last month, invitation letters were distributed to a number of local, state and federal agencies. ODOT will be contacting the tribes including scheduled in June with the Nez Perce and Grand Ronde. On the following page is an updated list as of Friday (5/30) on the agency statuses.



Hood River – White Salmon

BRIDGE REPLACEMENT PROJECT

Project Director Report

June 4, 2019

CO-LEADS

Port of Hood River (POHR)
Fed. Hwy. Admin. (FHWA)
Ore. Dept. of Transportation
(ODOT)

COOPERATING

Bureau of Indian Affairs (BIA)
US Coast Guard (USCG)
US Army Corps of Engineers
(USACE)*
Wash. St. Dept of
Transportation (WSDOT)

PARTICIPATING

Environmental Protection
Agency (EPA)
Hood River County
Klickitat County
Oregon Dept. of State Lands
(DSL)
Oregon Historic Preservation
Office (SHPO)
Washington Dept. of
Archaeology and Historic
Preservation (WAHP)*
Oregon Marine Board
(OSMB)
SW Washington Reg.
Transportation Council
(RTC)
US Forest Service (USFS)*
NOAA Marine Fisheries
(NMFS)*
City of White Salmon*
Skamania County*

DECLINED

Wash. Dept. of Natural
Resources (DNR)
US Fish & Wildlife (USFWS)*
City of Bingen*
Port of Klickitat*
Mt. Adams Transportation
Services*

WAITING FOR RESPONSE

Col. Riv. Gorge NSA
Ore. Dept. of Environmental
Quality (DEQ)
Ore. Dept. of Fish and
Wildlife (ODFW)
Wash. Dept. of Ecology (DOE)

*new response since last report

OTHER ITEMS

- Notice of Intent to produce the Supplemental Draft EIS ran in the federal register on May 23rd.
- The first of four rounds of technical reports are being reviewed. Reports include Air Quality, Energy Tech, Geological Soils Tech, Hazardous Materials, and Water Quality Tech.
- Draft Navigation Impact Report (a separate document from the technical reports) will be reviewed this week by agencies.
- WSP will be preparing a “cost to complete” report this summer.
- WSP has acquired BergerAbam (Scott Keillor’s previous firm). A few of the project’s sub-contractors were with BergerAbam. WSP is now the third largest planning/engineering firm in the world.
- No word on the scope of the proposed Vancouver WSDOT office to study bridge governance.

June 4, 2019 / 2

MEETING/OUTREACH SCHEDULE

- Olympia Session Recap w/ Brad Boswell, 6/3
- Klickitat/Skamania County Transportation Meeting, Bingen, 6/5
- Chuck Green, OTAK, 6/5
- ODOT/FHWA/POHR NEPA Coordination, 6/13
- Salem Session Update w/ Thorn Run Partners, 6/10
- ODOT/FHWA Team Meeting, 6/13
- Project Director on vacation, 6/24-28
- Hood River Rotary Bridge Update Presentation, 9/19

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INVOICE

*Ok to pay
Kgreenwood
Bridge Replacement*

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

May 29, 2019
2-5500-150

Invoice Date: May 28, 2019
Invoice No: 869282
Project No: 80550A

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

Project Manager: Angela Findley
Project: 80550A Hood River Bridge Replacement
Customer Order No: 2018-01
Invoice Description: Invoice 09 PE 26Apr19

Services provided from April 01, 2019 to April 26, 2019

**Summary of Costs
by Top Task**

Task Number	Task Name	Contract Value	Current Invoice	Previously Billed	Total Billed To Date	Contract Balance	Percent Invoiced	Physical % Complete
0	Direct Expenses	\$271,914.00	\$13,440.12	\$4,713.20	\$18,153.32	\$253,760.68	6.68%	10.00%
1	Project Management	\$382,625.00	\$13,791.56	\$118,642.38	\$132,433.94	\$250,191.06	34.61%	31.68%
2	Public Involvement	\$278,002.00	\$177.17	\$106,653.84	\$106,831.01	\$171,170.99	38.43%	41.07%
3	Project Delivery Coordination	\$19,440.00	\$0.00	\$0.00	\$0.00	\$19,440.00	0.00%	0.00%
4	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
5	Environmental	\$1,046,102.00	\$28,891.53	\$168,375.61	\$197,267.14	\$848,834.86	18.86%	20.81%
6	Engineering	\$790,196.00	\$39,093.39	\$87,749.49	\$126,842.88	\$663,353.12	16.05%	18.01%
7	Transportation	\$153,962.00	\$31,927.54	\$80,974.19	\$112,901.73	\$41,060.27	73.33%	77.51%
8	Permit Assistance	\$205,759.00	\$10,749.75	\$61,683.67	\$72,433.42	\$133,325.58	35.20%	37.46%
Totals		\$3,148,000.00	\$138,071.06	\$628,792.38	\$766,863.44	\$2,381,136.56	24.36%	26.02%

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

Angela Findley
Project Manager

Port of Hood River
Hood River Bridge Replacement

Invoice #: _____
Date: _____
Period: _____

		Budget	Current Invoice	Previously Invoiced	To-Date Invoiced	Amount Remaining	Financial % Complete	Physical % Complete	Performance Ratio (Phys/Fin)
0	Direct Expenses	\$271,914.00	\$13,440.12	\$4,713.20	\$18,153.32	\$253,760.68	6.68%	10.00%	1.50
DE	Direct Expenses	\$271,914.00	\$13,440.12	\$4,713.20	\$18,153.32	\$253,760.68	6.68%	10%	1.50
1	Project Management	\$382,625.00	\$13,791.56	\$118,642.38	\$132,433.94	\$250,191.06	34.61%	31.68%	0.92
1.1	Project Management and Coordination	\$277,955.00	\$11,154.73	\$86,078.77	\$97,233.50	\$180,721.50	34.98%	30%	0.86
1.2	Client Progress Meetings	\$68,105.00	\$1,798.78	\$22,335.62	\$24,134.40	\$43,970.60	35.44%	43%	1.21
1.3	Consultant Team Coordination Meeting	\$26,773.00	\$838.05	\$9,731.86	\$10,569.91	\$16,203.09	39.48%	30%	0.76
1.4	Change Control	\$8,074.00	\$0.00	\$0.00	\$0.00	\$8,074.00	0.00%	0%	n/a
1.5	Risk Management	\$1,718.00	\$0.00	\$496.13	\$496.13	\$1,221.87	28.88%	30%	1.04
2	Public Involvement	\$278,002.00	\$177.17	\$106,653.84	\$106,831.01	\$171,170.99	38.43%	41.07%	1.07
2.1	Public Involvement Plan and Task Cod	\$41,553.00	\$0.00	\$20,695.67	\$20,695.67	\$20,857.33	49.81%	55%	1.10
2.2	Stakeholder Interviews	\$20,615.00	\$0.00	\$18,619.47	\$18,619.47	\$1,995.53	90.32%	100%	1.11
2.3	Media Releases, Fact Sheets, and eNe	\$16,257.00	\$0.00	\$4,507.57	\$4,507.57	\$11,749.43	27.73%	30%	1.08
2.4	Social Media, Digital Ads and Videos	\$8,265.00	\$0.00	\$2,338.29	\$2,338.29	\$5,926.71	28.29%	30%	1.06
2.5	Project Website Support	\$24,770.00	\$0.00	\$6,951.45	\$6,951.45	\$17,818.55	28.06%	30%	1.07
2.6	Bridge Replacement Advisory Commit	\$58,568.00	\$0.00	\$12,880.58	\$12,880.58	\$45,687.42	21.99%	20%	0.91
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	\$52,321.00	\$0.00	\$24,372.44	\$24,372.44	\$27,948.56	46.58%	50%	1.07
2.9	Public Comments	\$10,776.00	\$0.00	\$1,121.80	\$1,121.80	\$9,654.20	10.41%	13%	1.25
2.10	Community Outreach Events	\$19,482.00	\$53.35	\$8,418.75	\$8,472.10	\$11,009.90	43.49%	45%	1.03
2.11	Environmental Justice	\$16,961.00	\$53.35	\$3,872.93	\$3,926.28	\$13,034.72	23.15%	30%	1.30
2.12	Status Reports	\$8,434.00	\$70.47	\$2,874.89	\$2,945.36	\$5,488.64	34.92%	33%	0.94
3	Project Delivery Coordination	\$19,440.00	\$0.00	\$0.00	\$0.00	\$19,440.00	0.00%	0.00%	n/a
3.1	Project Delivery Coordination	\$19,440.00	\$0.00	\$0.00	\$0.00	\$19,440.00	0.00%	0%	n/a
4	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		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	\$1,046,102.00	\$28,891.53	\$168,375.61	\$197,267.14	\$848,834.86	18.86%	20.81%	1.10
5.1	Environmental Study Plan and Coordi	\$38,626.00	\$0.00	\$17,221.27	\$17,221.27	\$21,404.73	44.58%	45%	1.01
5.2	Agency Coordination	\$115,512.00	\$5,407.89	\$46,050.84	\$51,458.73	\$64,053.27	44.55%	45%	1.01
5.3	Methodology Memoranda	\$28,246.00	\$2,404.28	\$25,527.35	\$27,931.63	\$314.37	98.89%	95%	0.96
5.4	Technical Report, Technical Memoranda	\$266,994.00	\$13,893.65	\$37,219.26	\$51,112.91	\$215,881.09	19.14%	20%	1.04
5.5	ESA Section 7 Compliance	\$33,681.00	\$0.00	\$0.00	\$0.00	\$33,681.00	0.00%	0%	n/a
5.6	Cultural / NHPA Section 106 Complian	\$94,111.00	\$791.40	\$5,248.91	\$6,040.31	\$88,070.69	6.42%	15%	2.34
5.7	Section 4(f)/Section 6(f)	\$21,595.00	\$317.10	\$352.33	\$669.43	\$20,925.57	3.10%	3%	0.97
5.8	Draft EIS Re-Evaluation	\$48,384.00	\$1,903.39	\$36,191.91	\$38,095.30	\$10,288.70	78.74%	100%	1.27
5.9	Supplemental Draft EIS	\$165,337.00	\$4,173.82	\$563.74	\$4,737.56	\$160,599.44	2.87%	3%	1.05
5.10	Responses to Comments on the 2003	\$76,199.00	\$0.00	\$0.00	\$0.00	\$76,199.00	0.00%	0%	n/a
5.11	Mitigation Plan	\$25,668.00	\$0.00	\$0.00	\$0.00	\$25,668.00	0.00%	0%	n/a
5.12	Final EIS	\$95,877.00	\$0.00	\$0.00	\$0.00	\$95,877.00	0.00%	0%	n/a
5.13	Record of Decision, Notice of Availabil	\$29,562.00	\$0.00	\$0.00	\$0.00	\$29,562.00	0.00%	0%	n/a
5.14	Administrative Record	\$6,310.00	\$0.00	\$0.00	\$0.00	\$6,310.00	0.00%	0%	n/a
6	Engineering	\$790,196.00	\$39,093.39	\$87,749.49	\$126,842.88	\$663,353.12	16.05%	18.01%	1.12
6.1	Engineering Coordination	\$147,696.00	\$9,047.50	\$25,436.84	\$34,484.34	\$113,211.66	23.35%	25%	1.07
6.2	Land Survey	\$14,740.00	\$8,042.50	\$3,980.00	\$12,022.50	\$2,717.50	81.56%	85%	1.04
6.3	Geotechnical	\$174,924.00	\$0.00	\$0.00	\$0.00	\$174,924.00	0.00%	0%	n/a
6.4	Hydraulics	\$30,851.00	\$4,611.08	\$1,300.37	\$5,911.45	\$24,939.55	19.16%	25%	1.30
6.5	Civil	\$157,499.00	\$14,800.28	\$50,768.15	\$65,568.43	\$91,930.57	41.63%	45%	1.08
6.6	Bridge	\$150,796.00	\$1,645.00	\$6,264.13	\$7,909.13	\$142,886.87	5.24%	7%	1.33
6.7	Wind Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
6.8	Architecture and Simulations	\$73,695.00	\$947.03	\$0.00	\$947.03	\$72,747.97	1.29%	5%	3.89
6.9	Cost Estimating	\$39,995.00	\$0.00	\$0.00	\$0.00	\$39,995.00	0.00%	0%	n/a
7	Transportation	\$153,962.00	\$31,927.54	\$80,974.19	\$112,901.73	\$41,060.27	73.33%	77.51%	1.06
7.1	Methodology Memorandum	\$12,930.00	\$0.00	\$7,785.98	\$7,785.98	\$5,144.02	60.22%	75%	1.25
7.2	Data Review and Collection	\$15,760.00	\$0.00	\$11,308.30	\$11,308.30	\$4,451.70	71.75%	100%	1.39
7.3	Existing and Future No Build Condition	\$42,275.00	\$0.00	\$42,068.26	\$42,068.26	\$206.74	99.51%	100%	1.00
7.4	Build Alternatives Analysis Update	\$29,116.00	\$8,854.65	\$18,813.43	\$27,668.08	\$1,447.92	95.03%	100%	1.05
7.5	Transportation Technical Report	\$28,629.00	\$23,072.89	\$0.00	\$23,072.89	\$5,556.11	80.59%	75%	0.93
7.6	Tolling/Revenue Coordination	\$25,252.00	\$0.00	\$998.22	\$998.22	\$24,253.78	3.95%	4%	1.01
8	Permit Assistance	\$205,759.00	\$10,749.75	\$61,683.67	\$72,433.42	\$133,325.58	35.20%	37.46%	1.06
8.1	Permit Plan and Coordination	\$27,552.00	\$1,092.92	\$18,175.23	\$19,268.15	\$8,283.85	69.93%	75%	1.07
8.2	In-water Permits for Geotechnical Inve	\$17,201.00	\$349.84	\$0.00	\$349.84	\$16,851.16	2.03%	3%	1.48
8.3	US Coast Guard Permit	\$121,142.00	\$3,245.14	\$34,969.84	\$38,214.98	\$82,927.02	31.55%	35%	1.11
8.4	Columbia River Gorge National Scenic	\$16,700.00	\$4,920.51	\$6,221.83	\$11,142.34	\$5,557.66	66.72%	60%	0.90
8.5	U.S. Army Corp of Engineers Permits	\$23,164.00	\$1,141.34	\$2,316.77	\$3,458.11	\$19,705.89	14.93%	15%	1.00
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 (Cit	\$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
Totals		\$3,148,000.00	\$138,071.06	\$628,792.38	\$766,863.44	\$2,381,136.56	24.36%	26.02%	1.07



May 29, 2019

Mr. Kevin Greenwood
Hood River Bridge Replacement Project Director
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031

Subject: Hood River Bridge Replacement Project – Environmental Studies, Design and Permitting
Contract No. 2018-01
Progress Report #9: April 1, 2019-April 26, 2019

Dear Mr. Greenwood:

This progress report summarizes the services performed during this reporting period, issues encountered, and decisions or actions pending for all active tasks. The enclosed invoice includes details on all labor and expense billings. A set of charts are also provided to compare project budget to actual costs by major tasks.

I. Major services performed during this period:

- Established and began holding regular NEPA and Cultural Resources meetings with FHWA, ODOT and the Port to efficiently coordinate delivery of the EIS.
- Met with the Columbia River Gorge Commission staff
- Began preparing environmental technical reports.
- Confirmed roadway approach designs with ODOT and WSDOT.
- Please see following table for detailed progress summary by task

II. Issues encountered:

- US Coast Guard requested the replacement bridge provide 90 feet of vertical clearance.
- Historic/cultural resources and tribal consultation schedule is experiencing delay as more coordination is being conducted with ODOT staff to develop Section 106 strategy and implementation protocols.

III. Decisions or actions pending:

- Confirmation is needed from the USCG that the current bridge design provides adequate vertical and horizontal clearance for its vessels. A meeting is being held on May 17 to discuss possible options.
- A cost-to-complete will be conducted in July/August to reallocate budget among tasks as needed; in the meantime, a scope/budget change log will be updated to identify out-of-scope work.

Sincerely,
WSP USA, Inc.

A handwritten signature in blue ink that reads 'Angela J. Findley'.

Angela J. Findley, PMP
Project Manager

Detailed Progress Summary by Task
Work Performed: April 1-26, 2019

TASK 1. PROJECT MANAGEMENT

1.1 Project Management and Coordination

Work Performed this Month:

- Coordinated with Port and project team.
- Updated the detailed project schedule.
- Prepared a schedule change log to support presentations to the Port's Board of Commissioners meetings.
- Prepared March invoice packet.

Work Scheduled for Next Month:

- Continue coordination with Port and project team.
- Update the detailed project schedule.
- Update the schedule change log.
- Prepare a scope change log.
- Prepare April invoice packet.

1.2 Client Progress Meetings

Work Performed this Month:

- Prepared for and facilitated a client progress meeting on April 24.
- Prepared and distributed the action items log.

Work Scheduled for Next Month:

- Prepare for and facilitate client progress meeting on May 23.

1.3 Consultant Team Meetings

Work Performed this Month:

- Prepared for and facilitated a consultant team meeting with project task leads on April 11.

Work Scheduled for Next Month:

- Prepare for and facilitate Consultant team meeting on May 9.

1.4 Change Control (Task has not started)

1.5 Risk Management

Work Performed this Month:

- No activity this period.

Work Scheduled for Next Month:

- Update Risk Management Plan as needed.

Detailed Progress Summary by Task
Work Performed: April 1-26, 2019

TASK 2. PUBLIC INVOLVEMENT

2.1 Public Involvement Plan and Task Coordination

Work Performed this Month:

- Coordinated with Port and Consultant team to implement the Public Involvement Plan.

Work Scheduled for Next Month:

- Continue coordinating with Port and Consultant team to implement the Public Involvement Plan.

2.2 Stakeholder Interviews – Task Complete

2.3 Media Releases, Fact Sheets and eNewsletters

Work Performed this Month:

- No activity this period.

Work Scheduled for Next Month:

- No activity planned.

2.4 Social Media, Digital Ads and Videos

Work Performed this Month:

- No activity this period.

Work Scheduled for Next Month:

- Coordinate with Port on social media content as needed.

2.5 Project Website Support

Work Performed this Month:

- No activity this period.

Work Scheduled for Next Month:

- Coordinate with Port on website updates and troubleshooting.

2.6 Bridge Replacement Advisory Committee (now called the EIS Working Group)

Work Performed this Month:

- Began coordinating with Port on Meeting #3.

Work Scheduled for Next Month:

- Prepare agenda, slide presentation and materials for Meeting #3.
- Attend and facilitate Meeting #3.

2.7 Stakeholder Working Group – Task Closed (not used)

2.8 Public Open Houses

Work Performed this Month:

- No activity this period.

Work Scheduled for Next Month:

- No activity planned.

Detailed Progress Summary by Task
Work Performed: April 1-26, 2019

2.9 Public Comments

Work Performed this Month:

- No activity this period.

Work Scheduled for Next Month:

- No activity planned.

2.10 Community Outreach Events

Work Performed this Month:

- Coordinated within consultant team on content and timing for next outreach event.

Work Scheduled for Next Month:

- Continue planning for next round of community outreach events; investigate school events and other venues to engage the community.

2.11 Environmental Justice

Work Performed this Month:

- Continued planning for next round of EJ outreach events.

Work Scheduled for Next Month:

- Continue planning for next round of EJ outreach events.

2.12 Status Reports

Work Performed this Month:

- Prepared and submitted a final May status report on April 12.

Work Scheduled for Next Month:

- Prepare the June status report.

TASK 5. ENVIRONMENTAL

5.1 Environmental Study Plan and Coordination

Work Performed this Month:

- Held an environmental technical report kick-off meeting on April 23.

Work Scheduled for Next Month:

- Continue coordination with environmental team and other disciplines.

5.2 Agency Coordination

Work Performed this Month:

- Prepared revised draft and final invitation letters to BIA and tribes; coordinated with FHWA to distribute.
- Prepared for and facilitated a NEPA coordination meeting with ODOT and FHWA on April 25; distributed meeting notes on April 29.
- Prepared a final Notice of Intent for FHWA publication.
- Finalized the charter for FHWA, ODOT, WSDOT, Port and WSP roles/responsibilities in delivering NEPA per comments received.

Detailed Progress Summary by Task

Work Performed: April 1-26, 2019

- Finalized the meeting notes for the tribal coordination; distributed with agenda for the April 5 cultural resources kick-off meeting with ODOT.

Work Scheduled for Next Month:

- Continue to log responses from agencies and tribes; update the Agency Coordination Plan.
- Coordinate with FHWA, ODOT and the Port on twice monthly NEPA coordination meetings.
- Coordinate as needed with FHWA, ODOT, and other agencies on the EIS.

5.3 Methodology Memoranda

Work Performed this Month:

- Submitted draft methodology memoranda to WSDOT for review
- Incorporated ODOT, WSDOT and Port comments; submitted a revised draft methodology memo for FHWA review; incorporated FHWA comments.

Work Scheduled for Next Month:

- Distribute methodology memoranda for cooperating and participating agency review.

5.4 Technical Reports, Memoranda and Study Updates

Work Performed this Month:

- Continue technical work, develop data collection plans, conduct literature reviews, perform fieldwork, conduct impact analysis, and write reports.

Work Scheduled for Next Month:

- Continue technical work.
- Submit Group 1 technical report drafts (Air, Energy, Geology/Soil, Hazmat, and Water) to ODOT, WSDOT and the Port for review.

5.5 ESA Section 7 Compliance

Work Performed this Month:

- No activity this period.

Work Scheduled for Next Month:

- Meet with ODOT to discuss framework for the biological assessment and ESA consultation.

5.6 Cultural/NHPA Section 106 Compliance

Work Performed this Month:

- Determined a State of Oregon Archaeological Permit is not needed.
- Prepared for, attended and facilitated a cultural resource coordination meeting with ODOT on March 15.
- Held a cultural resources kick-off meeting on April 5 with ODOT and the Port; distributed action items to the team.
- Began revising the Area of Potential Effects (APE)/Methodology Memo for historic/cultural resources for Port and ODOT review
- Began a baseline scan report of known historic and cultural resources in the APE.

Detailed Progress Summary by Task
Work Performed: April 1-26, 2019

Work Scheduled for Next Month:

- Complete revisions to the Area of Potential Effects (APE)/Methodology Memo for historic/cultural resources
- Submit a draft Baseline scan report of known historic and cultural resources in the APE.
- Participate and facilitate monthly cultural resources meetings; track action items and distribute to the team.

5.7 Section 4(f)/Section 6(f) Evaluation

Work Performed this Month:

- Continue technical analysis to prepare the Section 4(f)/6(f) evaluation.

Work Scheduled for Next Month:

- Continue technical analysis to prepare the Section 4(f)/6(f) evaluation.

5.8 Draft EIS Re-Evaluation

Work Performed this Month:

- Submitted the Draft EIS Re-evaluation to FHWA for signature.

Work Scheduled for Next Month:

- Coordinate with FHWA to obtain signature on the Draft EIS Re-evaluation.
- Close task.

5.9 Supplemental Draft EIS

Work Performed this Month:

- Continued developing project maps/descriptions to support the EIS and technical reports.

Work Scheduled for Next Month:

- Continue developing project maps/descriptions to support the EIS and technical reports.

5.10 Responses to Comments (Task has not started)

5.11 Mitigation Plan (Task has not started)

5.12 Final EIS (Task has not started)

5.13 Record of Decision (Task has not started)

5.14 Administrative Record (Task has not started)

Detailed Progress Summary by Task
Work Performed: April 1-26, 2019

TASK 6. ENGINEERING

6.1 Engineering Coordination

Work Performed this Month:

- Coordinated with Consultant team to support environmental, agency coordination and permitting tasks with design-related information.

Work Scheduled for Next Month:

- Continue providing design support to establish a design footprint for the environmental technical analysis

6.2 Land Survey

Work Performed this Month:

- Completed post-processing and prepared base map files.

Work Scheduled for Next Month:

- Coordinate with surveyor to adjust datum to correlate with TS&L and rectify data.

6.3 Geotechnical

Work Performed this Month:

- No work this period.

Work Scheduled for Next Month:

- Begin coordination for in-water work permits for geotechnical investigations.

6.4 Hydraulics

Work Performed this Month:

- Complete post-processing of bathymetric data.
- Began hydraulic modeling

Work Scheduled for Next Month:

- Continued hydraulic modeling.
- Coordinate with team to confirm correct datum for establishing water level measurements.

6.5 Civil

Work Performed this Month:

- Continued refining roadway temporary and permanent impact footprint.
- Continued refining stormwater temporary and permanent impact footprint.
- Met with ODOT (April 9) and WSDOT (April 30) design staff to confirm the design of the bridge approaches, other roadway work, and pedestrian/bicycle connections.

Work Scheduled for Next Month:

- Continue refinement as needed to support Task 5
- Develop two alternate options for connecting the shared use path on the bridge to the Waterfront Trail.

Detailed Progress Summary by Task
Work Performed: April 1-26, 2019

6.6 Bridge

Work Performed this Month:

-
- Refined the bridge to incorporate the latest water level measurements and made minor adjustments to the bridge design to provide a 90-foot vertical clearance.
- Developed exhibits to convey 90- and 80-foot vertical navigation prisms.

Work Scheduled for Next Month:

- Continue refinement as needed to support Task 5.

6.7 Reserved

6.8 Architecture and Simulations

Work Performed this Month:

- Began review of existing material and Columbia River Gorge guidelines and development of architectural concepts.

Work Scheduled for Next Month:

- Participate in the meeting with the Gorge Commission staff on May 21.

6.9 Cost Estimating (Task has not started)

TASK 7. TRANSPORTATION

7.1 Methodology Memorandum – Task Complete

7.2 Data Review and Collection – Task Complete

7.3 Existing and Future No Build Conditions – Task Complete

7.4 Build Alternatives Analysis

Work Performed this Month:

- Complete analysis the future build conditions.

Work Scheduled for Next Month:

- Close task.

7.5 Transportation Technical Report

Work Performed this Month:

- Completed the draft transportation technical report; submitted to the Port, ODOT and WSDOT for review on April 22.

Work Scheduled for Next Month:

- Incorporate comments from the Port, ODOT and WSDOT; prepared a revised draft and submit to FHWA for review.

7.6 Tolling/Revenue Coordination

Work Performed this Month:

- No activity this period.

Detailed Progress Summary by Task
Work Performed: April 1-26, 2019

Work Scheduled for Next Month:

- No activity planned.

TASK 8. PERMIT ASSISTANCE

8.1 Permit Plan and Coordination

Work Performed this Month:

- Continued to update plan as information is gained.

Work Scheduled for Next Month:

- Continue to update plan as needed.

8.2 In-water Permits for Geotechnical Investigations

Work Performed this Month:

- Begin identifying information needs for the permit application.

Work Scheduled for Next Month:

- Continue developing permit application materials for in-water geotechnical investigations.

8.3 US Coast Guard Permit

Work Performed this Month:

- Continued preparing the Navigation Impact Report.
- Logged and analyzed vessel survey responses.
- Coordinated with USCG to schedule a follow-up meeting to discuss options to provide 90-foot vertical clearance for USCG vessels.

Work Scheduled for Next Month:

- Continue preparing the Navigation Impact Report.
- Continue logging and analyzing vessel survey responses; follow up with non-responders.
- Attend and facilitate meeting with USCG to discuss options to provide 90-foot vertical clearance for USCG vessels.
- Developed and gave a presentation to the USCG Industry Breakfast.

8.4 Columbia River Gorge NSA Permit

Work Performed this Month:

Attended and facilitated a meeting with the Columbia River Gorge Commission staff and local agency staff on April 10.

Work Scheduled for Next Month:

- Hold a follow-up meeting with Columbia River Gorge Commission staff and Hood River County.

Detailed Progress Summary by Task

Work Performed: April 1-26, 2019

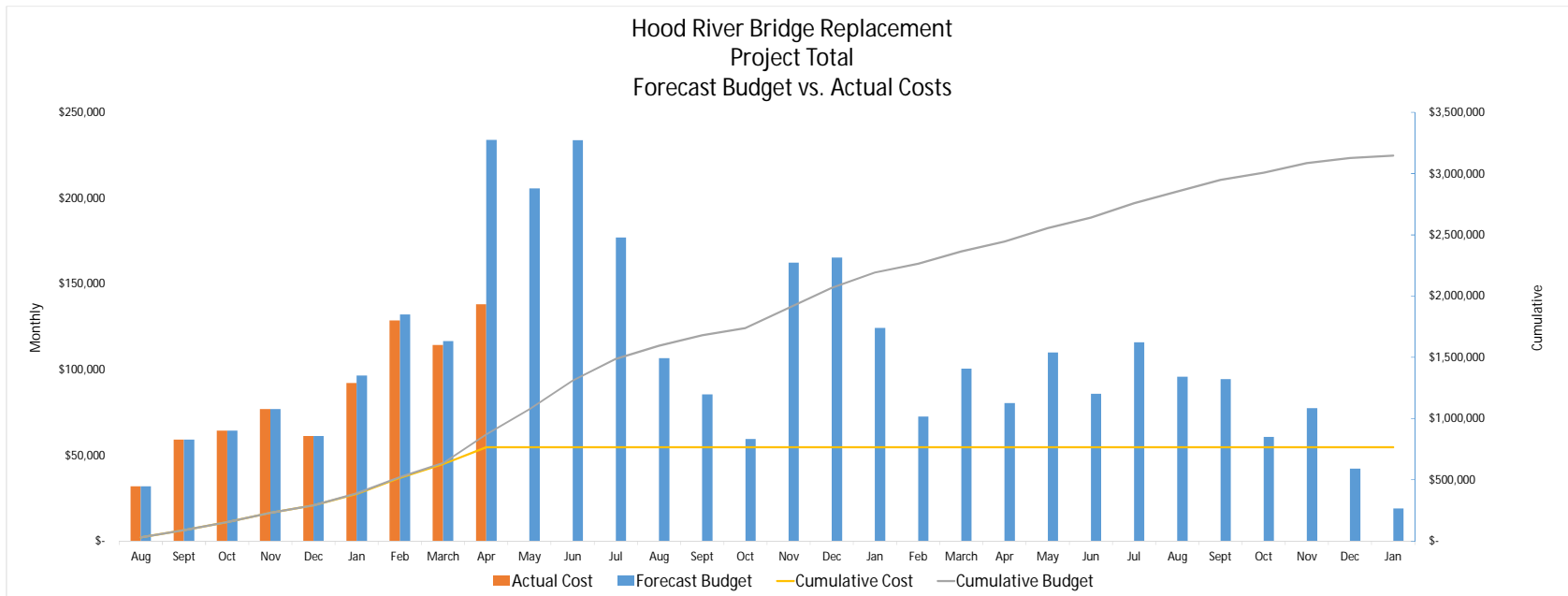
8.5 US Army Corps of Engineers Permits

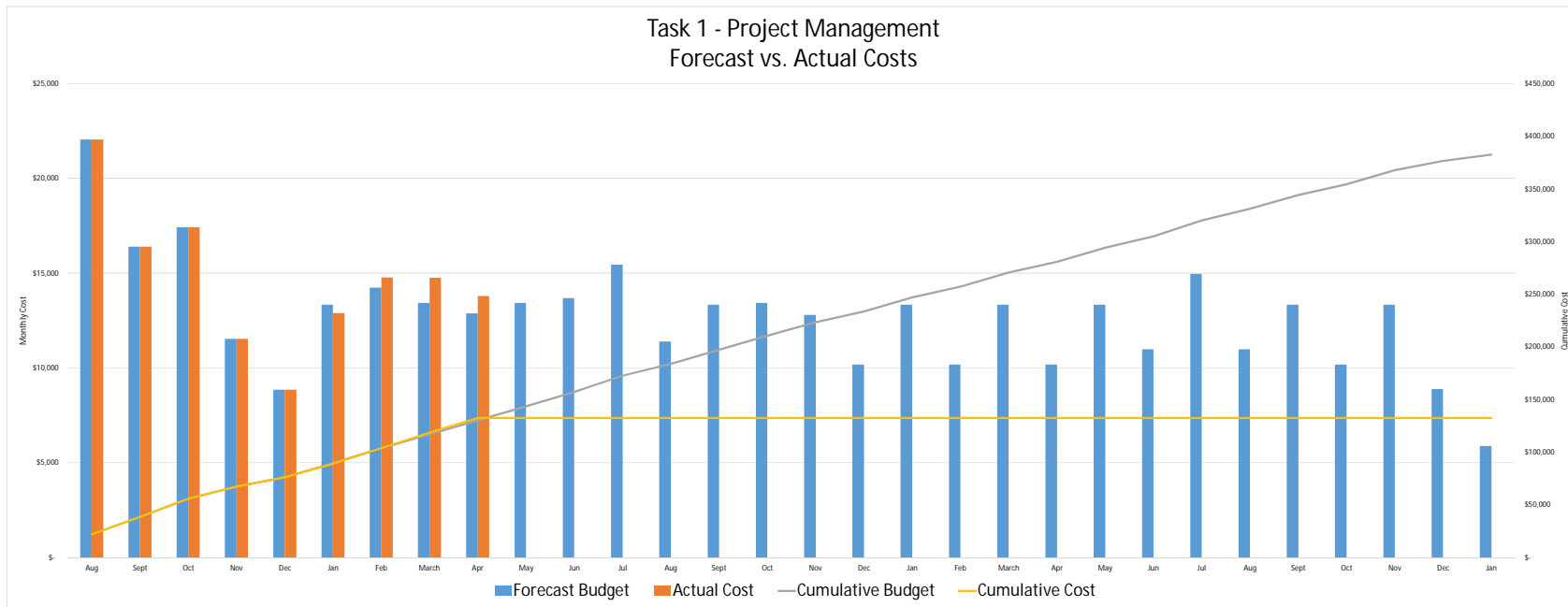
Work Performed this Month:

- Prepared and distributed draft notes from the joint USACE and USCG meeting.
- Submitted a final letter of no objection from the Port regarding the non-Federal sponsor of the river reach surrounding the Hood River Bridge; coordinate with USACE to obtain a response.

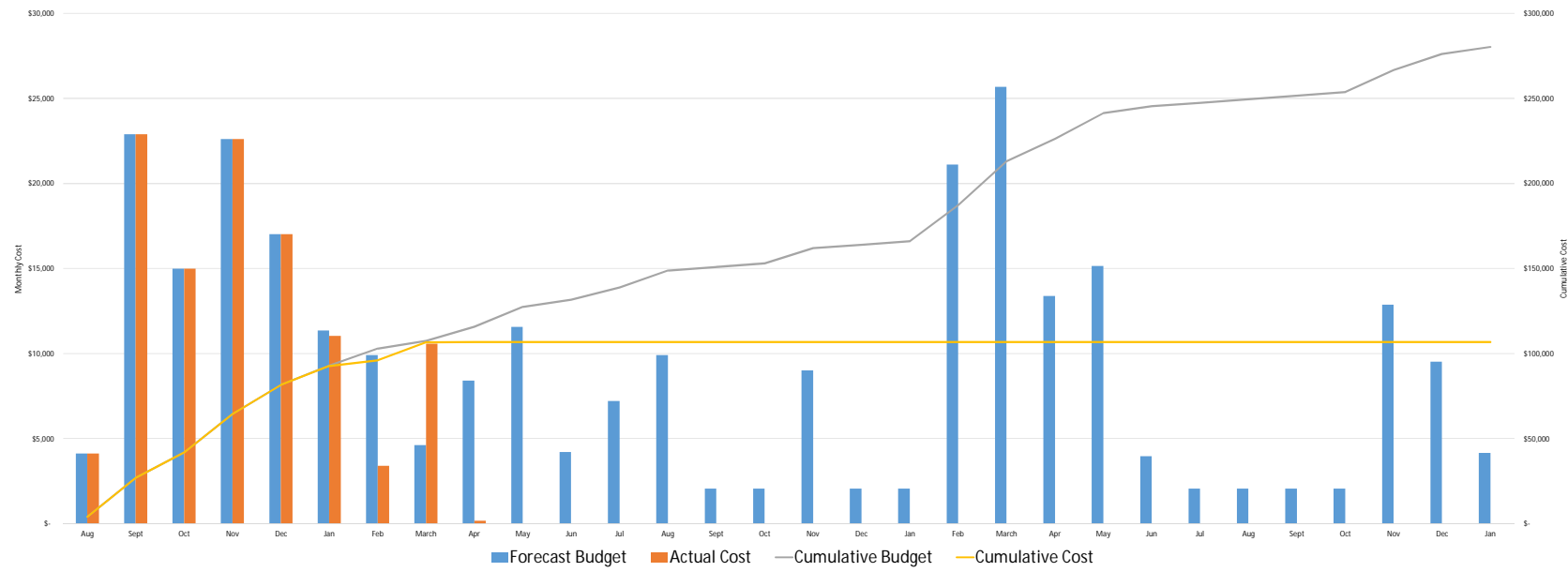
Work Scheduled for Next Month:

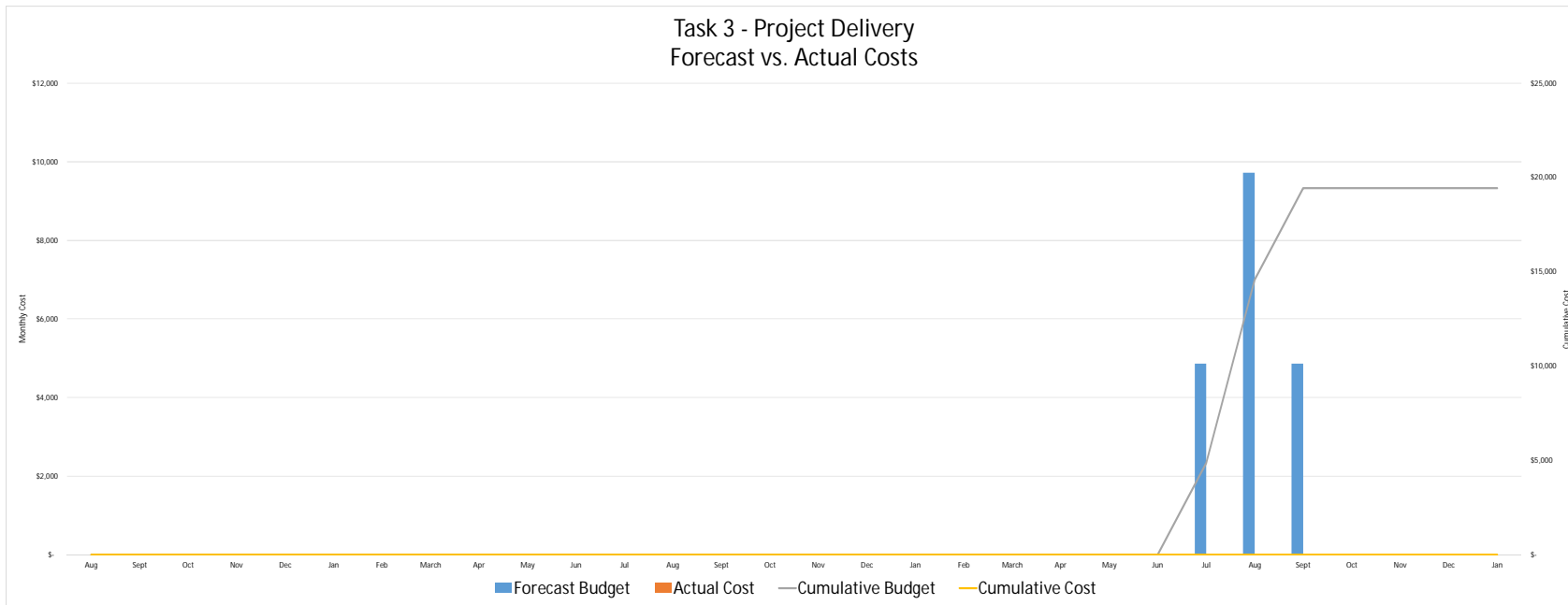
- Coordinate as needed with the USACE.

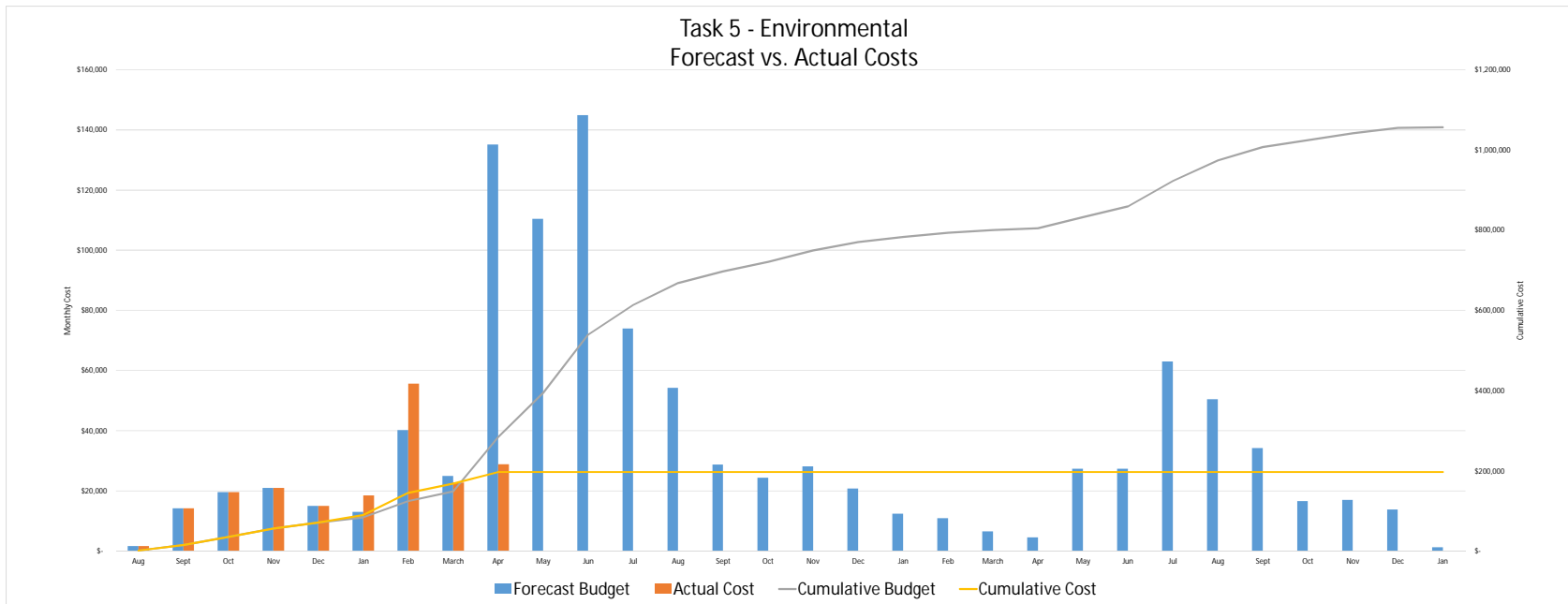




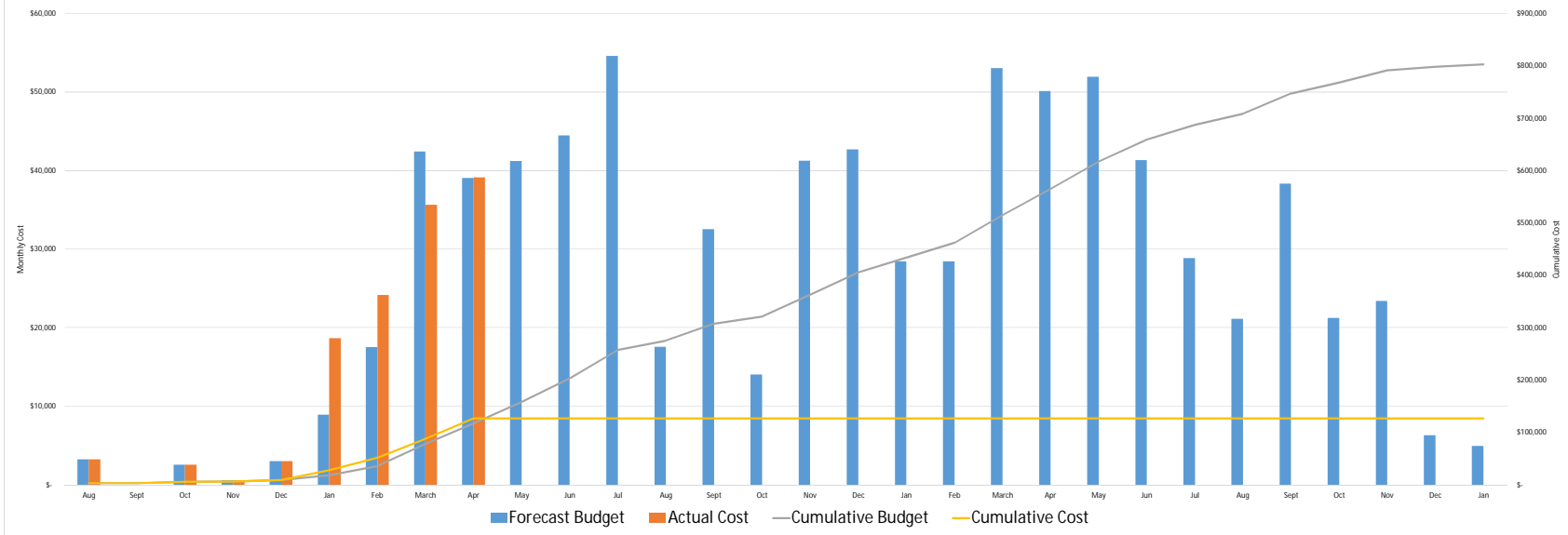
Task 2 - Public Involvement Forecast vs. Actual Costs

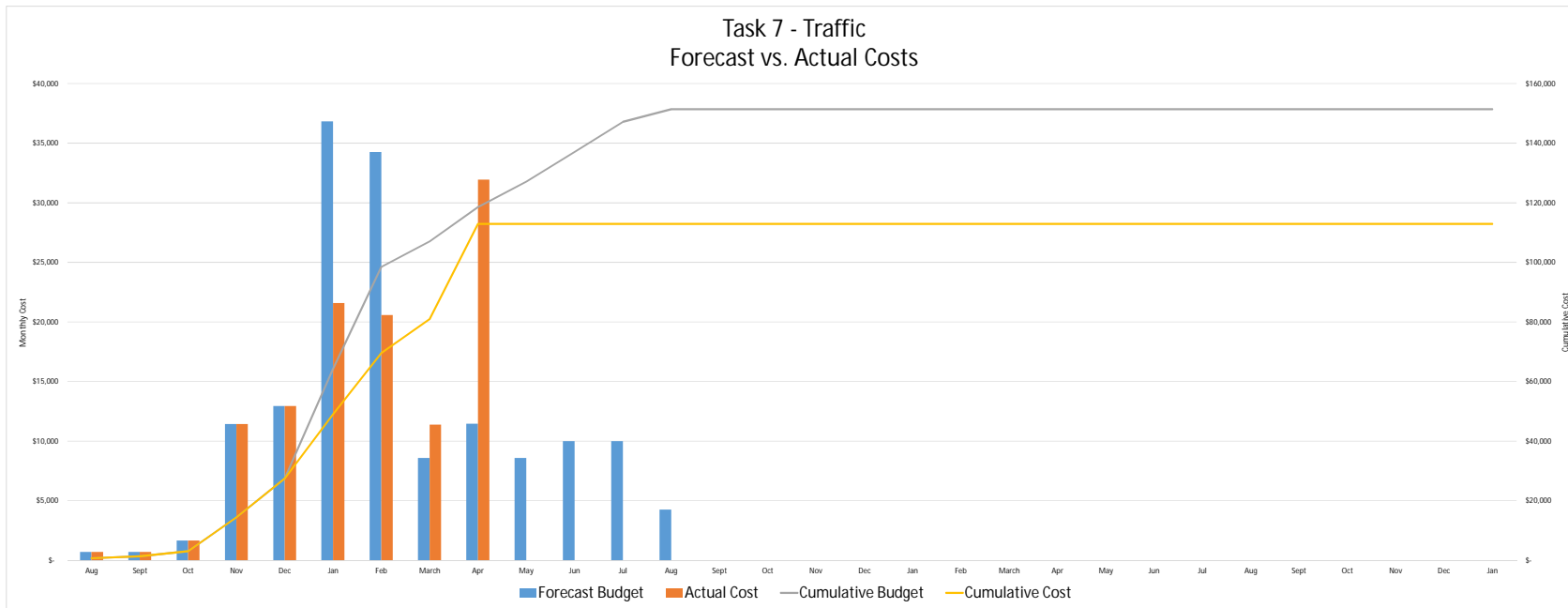


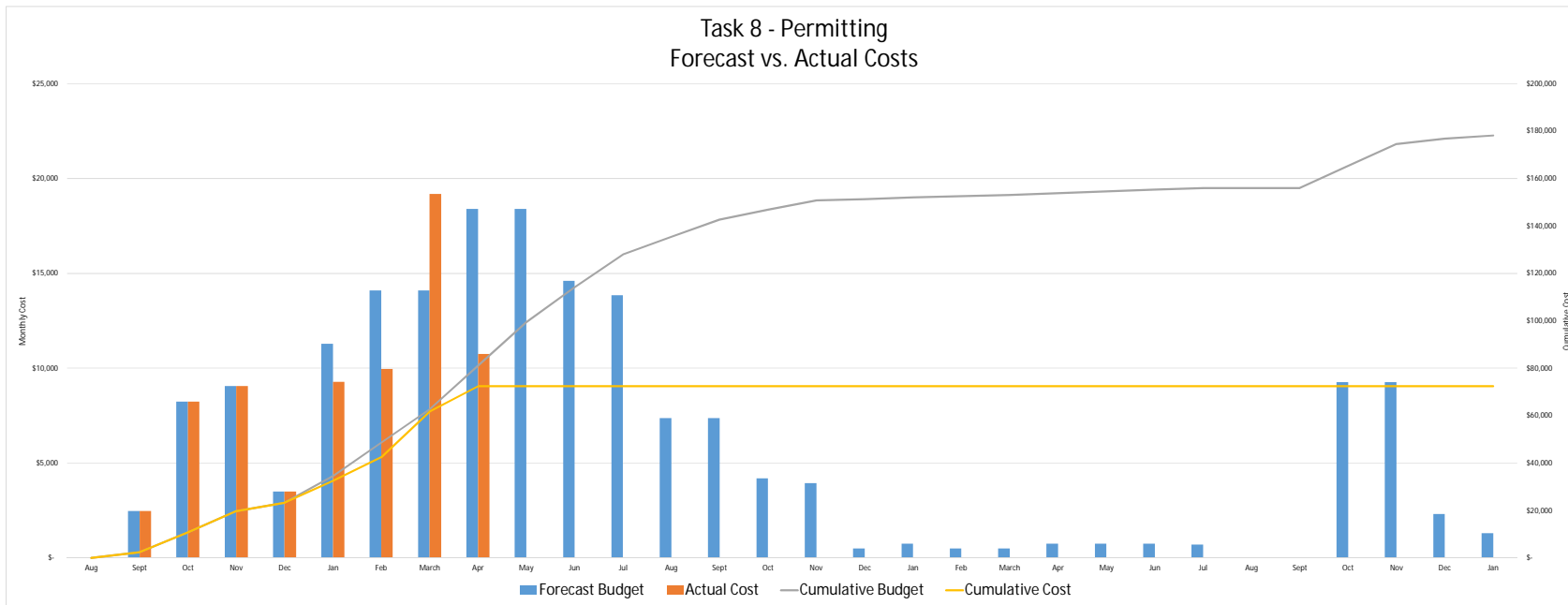


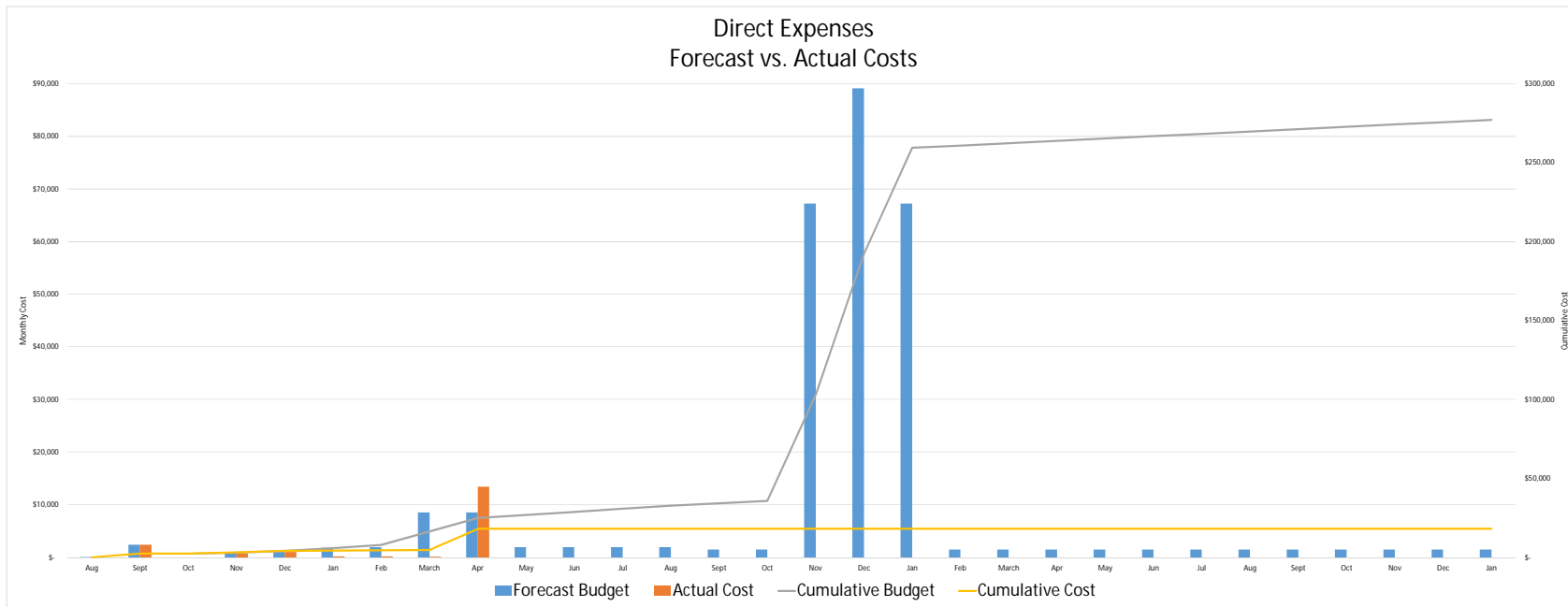


Task 6 - Engineering Forecast vs. Actual Costs









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Payment Summary			
Invoice Number	Amount Invoiced	Amount Paid	Amount Unpaid
Invoice 01-816917	\$31,856.68	\$31,856.68	\$0.00
Invoice 02-822303	\$59,082.09	\$59,082.09	\$0.00
Invoice 03-828506	\$64,441.78	\$64,441.78	\$0.00
Invoice 04-835215	\$76,936.61	\$76,936.61	\$0.00
Invoice 05-841311	\$61,308.46	\$61,308.46	\$0.00
Invoice 06-848117	\$92,138.85	\$92,138.85	\$0.00
Invoice 07-855109	\$128,118.01	\$128,118.01	\$0.00
Invoice 07a-859115	\$518.40	\$518.40	\$0.00
Invoice 08-860588	\$114,391.50	\$114,391.50	\$0.00
Invoice 09-869282	\$138,071.06	\$0.00	\$138,071.06
Total to Date	\$766,863.44	\$628,792.38	\$138,071.06

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Project 80550A Hood River Bridge Replacement Invoice 86928:

Task 0 Direct Expenses

Other Expenses

Expenses

ENVIRONMENTAL DATA RESOURCES, INC.	DATA QUERY REPORT	2019-04-01	INV01256137	370.82
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BA Expenses

Subcontractors

BERGER/ABAM ENGINEERS INC		2019-04-26	326623	169.30
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HHPR Expenses

Subcontractors

HARPER HOUF PETERSON REGHELLIS INC.		2019-04-19	45346	12,900.00
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Expenses Total: **Task 0** 370.82

Subcontractors Total: **Task 0** 13,069.30

Task Total 0 **13,440.12**

Task 1 Project Management

Professional Personnel

Hours Bill Rate Bill Amount

1.2-Client Progress Meetings

FINDLEY, ANGELA J	SR PLANNING MANAGER	4.50	207.35	933.08
HIROTA, MARK E	SR SUPV ENGINEER	2.00	235.00	470.00
POLZIN, SCOTT R	SR PLANNING MANAGER	2.00	197.85	395.70

1.3-Consultant Team Coordination Meetings

FINDLEY, ANGELA J	SR PLANNING MANAGER	1.00	207.35	207.35
HIROTA, MARK E	SR SUPV ENGINEER	1.00	235.00	235.00
POLZIN, SCOTT R	SR PLANNING MANAGER	2.00	197.85	395.70

1.1-Project Management and Coordination

FINDLEY, ANGELA J	SR PLANNING MANAGER	41.00	207.35	8,501.37
POLZIN, SCOTT R	SR PLANNING MANAGER	8.00	197.85	1,582.80
RABBY, JENNIFER ANN	SUPV PLANNER	1.00	140.93	140.93

1.1- Project Management and Coordination

CHESEBRO, LESA D	SUPV PROJECT ACCOUNTANT	3.25	154.34	501.61
DAEMS, RENITA L	SR PROJECT ACCOUNTANT	3.50	122.29	428.02

Labor Total: **Task 1** 69.25 13,791.56

Task Total 1 **69.25 13,791.56**

Task 2 Public involvement

Professional Personnel

Hours Bill Rate Bill Amount

2.10-Community Outreach Events-BA

Subcontractors

BERGER/ABAM ENGINEERS INC		2019-04-26	326623	53.35
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2.11-Environmental Justice-BA

Subcontractors

BERGER/ABAM ENGINEERS INC		2019-04-26	326623	53.35
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2.12-Status Reports

RABBY, JENNIFER ANN	SUPV PLANNER	0.50	140.93	70.47
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Project	80550A	Hood River Bridge Replacement	Invoice 86928:
		Labor Total: Task 2	0.50
		Subcontractors Total: Task 2	106.70
Task Total	2		0.50
			177.17

Task 5 Environmental

Professional Personnel

	Hours	Bill Rate	Bill Amount
5.2-Agency Coordinations			
FINDLEY, ANGELA J	14.50	207.35	3,006.59
POLZIN, SCOTT R	10.00	197.85	1,978.50
RABBY, JENNIFER ANN	3.00	140.93	422.80

5.03 Methodology Memoranda			
JONES, JESSIE LIN	1.00	143.92	143.92
POLZIN, SCOTT R	10.00	197.85	1,978.50
RABBY, JENNIFER ANN	2.00	140.93	281.86

5.4-Technical Report, Technical Memorandum, and Study Updates			
FROHNING, REBECCA A	7.00	130.15	911.05

5.4-Technical Report, Technical Memorandum, and Study Updates-BA			
<u>Subcontractors</u>			
BERGER/ABAM ENGINEERS INC	2019-04-26	326623	725.34

5.4-Technical Report, Technical Memorandum, and Study Updates			
GEIGER, PETER M	6.00	170.86	1,025.16

5.4-Technical Report, Technical Memorandum, and Study Updates			
GEIGER, PETER M	10.50	170.86	1,794.03
ROMERO, PATRICK L	1.00	159.97	159.97

5.4-Technical Report, Technical Memorandum, and Study Updates			
<u>Subcontractors</u>			
BERGER/ABAM ENGINEERS INC	2019-04-26	326623	787.09

5.4-Technical Report, Technical Memorandum, and Study Updates			
ROMERO, PATRICK L	5.00	159.97	799.85

5.4-Technical Report, Technical Memorandum, and Study Updates			
GEIGER, PETER M	1.00	170.86	170.86
RABBY, JENNIFER ANN	4.25	140.93	598.96

5.4-Technical Report, Technical Memorandum, and Study Updates-BA			
<u>Subcontractors</u>			
BERGER/ABAM ENGINEERS INC	2019-04-26	326623	581.16

5.4-Technical Report, Technical Memorandum, and Study Updates			
SPRAGUE, STEPHANIE J	31.00	163.08	5,055.48

5.4-Technical Report, Technical Memorandum, and Study Updates			
GEIGER, PETER M	2.50	170.86	427.15

5.4-Technical Report, Technical Memorandum, and Study Updates			
<u>Subcontractors</u>			
BERGER/ABAM ENGINEERS INC	2019-04-26	326623	787.08

5.4-Technical Report, Technical Memorandum, and Study Updates

Project	80550A	Hood River Bridge Replacement	Invoice 86928:		
	RABBY, JENNIFER ANN	SUPV PLANNER	0.50	140.93	70.47
5.6-Cultural / NHPA Section 106 Compliance					
	POLZIN, SCOTT R	SR PLANNING MANAGER	4.00	197.85	791.40
5.7-Section 4(f)/Section 6(f)					
	RABBY, JENNIFER ANN	SUPV PLANNER	2.25	140.93	317.10
5.8-Draft EIS Re-Evaluation-BA					
<u>Subcontractors</u>					
	BERGER/ABAM ENGINEERS INC	2019-04-26		326623	636.32
5.8-Draft EIS Re-Evaluation					
	FINDLEY, ANGELA J	SR PLANNING MANAGER	1.00	207.35	207.35
	POLZIN, SCOTT R	SR PLANNING MANAGER	5.00	197.85	989.25
	RABBY, JENNIFER ANN	SUPV PLANNER	0.50	140.93	70.47
5.9-Supplemental Draft EIS					
	POLZIN, SCOTT R	SR PLANNING MANAGER	17.00	197.85	3,363.45
	RABBY, JENNIFER ANN	SUPV PLANNER	5.75	140.93	810.37
		Labor Total: Task 5	144.75		25,374.54
		Subcontractors Total: Task 5			3,516.99
Task Total	5		144.75		28,891.53
<hr/>					
Task	6	Engineering			
<hr/>					
<u>Professional Personnel</u>			Hours	Bill Rate	Bill Amount
6.1-Engineering Coordination					
	HIROTA, MARK E	SR SUPV ENGINEER	38.50	235.00	9,047.50
6.2-Land Survey-HHPR					
<u>Subcontractors</u>					
	HARPER HOUF PETERSON REGHELLIS INC.	2019-04-19		45346	8,042.50
6.4-Hydraulics					
	HABTEMICHAEL, YONAS T	ENGINEER II	29.00	95.73	2,776.17
	RAMSDEN, JERALD D (JERRY)	SUPV ENGINEER	10.00	183.49	1,834.91
6.5-Civil					
	BALMES, CASEY A	ENGINEER I	20.50	91.59	1,877.60
	O'DONNELL, ANTHONY R	SR CADD DESIGNER III	14.00	120.36	1,685.04
	OWEN, NATALIE A	LEAD ENGINEER	21.00	131.70	2,765.71
	POT, CHIVANNA T.	SUPV ENGINEER	48.50	168.33	8,164.01
6.5-Civil					
	WILLIAMS, SHANNON A.	LEAD ENGINEER	2.00	153.96	307.92
6.6-Bridge					
	HIROTA, MARK E	SR SUPV ENGINEER	7.00	235.00	1,645.00
6.8-Architecture and Simulations-MZLA					
<u>Subcontractors</u>					
	MARIANNE ZARKIN LANDSCAPE ARCHITECT	2019-04-30		697	947.03
		Labor Total: Task 6	190.50		30,103.86
		Subcontractors Total: Task 6			8,989.53
Task Total	6		190.50		39,093.39

Project	80550A	Hood River Bridge Replacement	Invoice 86928:		
Task	7	Transportation			
Professional Personnel			Hours	Bill Rate	Bill Amount
7.4-Build Alternatives Analysis Update					
	DELAHANTY, RAYMOND J (RAY)	SUPV PLANNER	36.00	167.46	6,028.56
	DOLATA, MATEUSZ J. (MAT)	SUPV ENGINEER	16.00	176.63	2,826.09
7.5-Transportation Technical Report					
	CARINGULA, ABHILEKHA R.	SR ENGINEER	8.00	122.86	982.88
	D'SOUZA, WILSON V.	ASST ENGINEER	4.00	87.59	350.36
	DOLATA, MATEUSZ J. (MAT)	SUPV ENGINEER	90.50	176.63	15,985.02
	FINDLEY, ANGELA J	SR PLANNING MANAGER	4.00	207.35	829.41
	GIBSON, GEOFFREY P	PLANNER II	19.00	88.11	1,674.10
	GRAY, MATTHEW J. (MATT)	PLANNER I	2.50	78.50	196.26
	SUCHER, MATTHEW E	LEAD PLANNER	23.00	132.82	3,054.86
Labor Total: Task 7			203.00		31,927.54
Task Total	7		203.00		31,927.54
Task	8	Permit Assistance			
Professional Personnel			Hours	Bill Rate	Bill Amount
8.1-Permit Plan and Coordination-BA					
Subcontractors					
	BERGER/ABAM ENGINEERS INC	2019-04-26		326623	1,092.92
8.2-In-water Permits for Geotechnical Investigations-BA					
Subcontractors					
	BERGER/ABAM ENGINEERS INC	2019-04-26		326623	349.84
8.3-US Coast Guard Permit-BA					
Subcontractors					
	BERGER/ABAM ENGINEERS INC	2019-04-26		326623	3,245.14
8.4-Columbia River Gorge National Scenic Area (NSA) Permit-BA					
Subcontractors					
	BERGER/ABAM ENGINEERS INC	2019-04-26		326623	2,697.93
8.4-Columbia River Gorge National Scenic Area (NSA) Permit					
	FINDLEY, ANGELA J	SR PLANNING MANAGER	6.00	207.35	1,244.10
	SPRAGUE, STEPHANIE J	SUPV PLANNER	6.00	163.08	978.48
8.5-U.S. Army Corp of Engineers Permits-BA					
Subcontractors					
	BERGER/ABAM ENGINEERS INC	2019-04-26		326623	830.30
8.5-U.S. Army Corp of Engineers Permits					
	FINDLEY, ANGELA J	SR PLANNING MANAGER	1.50	207.35	311.04
Labor Total: Task 8			13.50		2,533.62
Subcontractors Total: Task 8					8,216.13
Task Total	8		13.50		10,749.75
Invoice Total					\$ 138,071.06

Project 80550A Hood River Bridge Replacement Invoice 86928:

Billings-To-Date

	Current	Prior	Total
Labor	103,801.59	460,921.36	564,722.95
Expenses	370.82	2,475.96	2,846.78
Subcontractor	33,898.65	165,395.06	199,293.71
Total	138,071.06	628,792.38	766,863.44

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Expenses

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80550A
 1630
 MISCELLANEOUS SERVICES

INVOICE

EDR
 6 Armstrong Road, 4th floor
 Shelton, CT 06484
 Phone: 855.337.5126
 Fax: 888.322.4793
 paymybill.edrnet.com

Invoice #: **INV01256137**

Account #: 1065619 **Parsons Brinckerhoff**

Bill To:

Patrick Romero
 999 3rd Avenue Suite 3200
 Seattle, WA 98104

Ship To:

Peter Geiger
 999 3rd Avenue Suite 3200
 Seattle, WA 98104

Order Date: 4/16/2019

Invoice Date: 4/18/2019

Order #: 5622424

Property Info	Project #	PO #	Package	Item	Tax	Fee
Hood River Bridge, 1000 E. Port Marina Drive, Hood River, OR 97031	80550A	NA	EDR Lightbox Standard			\$350.00
				Radius Map With Geo	N	
				Certified Sanborn Map Rpt	Y	
				Historical Topo Map	Y	
				City Directory Image Report	N	
				EDR Lightbox Building Permit	N	
				Online Sanborn Report Viewer	N	
				Aerial Photo Search	Y	
				EDR Lightbox	Y	

Sales Tax: \$20.82

Payable Upon Receipt

Total Amount: \$370.82

Remit Payment To :
 EDR
 PO Box 414176
 Boston, MA 02241-4176

Pay By Credit Card:
 paymybill.edrnet.com

ACH / Wire Transfers:
 Bank of America
 Routing #: 111000012
 Account #: 3756450736
 Please contact Accounts Receivable prior to wiring funds.

Federal Tax ID# : 82-4819768

Please remember to include invoice numbers and amounts with your payments. Thank you for your business.

EDR complies with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Subconsultants

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SUB/SUPPLIER COVER SHEET

MULTI-TASK SPLIT

Sub/Supplier Name: **Berger/ABAM Engineers Inc.**

Sub/Supplier Number: **25818** Invoice Date: **15-May-19**

Site: **Federal Way** PO Number: **43089**

Invoice Number: **326623** Invoice Amt: **\$12,009.12**

Project Manager: **Angela Findley** Exp Date: **26.Apr.19**

Project Number:	80550A	WSP Inv#	09
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Task Number:	Amount:	Budget	Invoiced to Date	Budget Remaining
2.01.BA		\$3,637.07	\$3,637.07	\$0.00
2.02.BA		\$9,591.33	\$9,591.33	\$0.00
2.08.BA		\$0.00	\$0.00	\$0.00
2.10.BA	\$53.35	\$7,661.71	\$7,661.71	\$0.00
2.11.BA	\$53.35	\$2,955.03	\$2,955.03	\$0.00
5.02.BA		\$511.79	\$511.79	\$0.00
5.04.03.BA	\$725.34	\$1,971.92	\$1,971.92	\$0.00
5.04.06.BA	\$787.09	\$787.09	\$787.09	\$0.00
5.04.10.BA	\$581.16	\$4,208.38	\$4,208.38	\$0.00
5.04.13.BA	\$787.08	\$787.08	\$787.08	\$0.00
5.05.BA		\$0.00	\$0.00	\$0.00
5.06.BA		\$0.00	\$0.00	\$0.00
5.08.BA	\$636.32	\$6,710.69	\$6,710.69	\$0.00
5.09.BA		\$0.00	\$0.00	\$0.00
5.10.BA		\$0.00	\$0.00	\$0.00
5.11.BA		\$0.00	\$0.00	\$0.00
5.12.BA		\$0.00	\$0.00	\$0.00
8.01.BA	\$1,092.92	\$17,572.41	\$17,572.41	\$0.00
8.02.BA	\$349.84	\$349.84	\$349.84	\$0.00
8.03.BA	\$3,245.14	\$32,273.15	\$32,273.15	\$0.00
8.04.BA	\$2,697.93	\$8,012.28	\$8,012.28	\$0.00
8.05.BA	\$830.30	\$2,525.01	\$2,525.01	\$0.00
DE.BA	\$169.30	\$499.65	\$499.65	\$0.00

Grand Total	\$12,009.12	\$100,054.43	\$100,054.43	\$0.00
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PA Name: **Lesa Chesebro** PA Location: **Portland, OR**

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210 East 13th Street, Suite 300, Vancouver, Washington 98660-3231
360/823-6100 • 360/823-6101 Fax • www.abam.com

16 May 2019

Ms. Angela Findley
WSP USA
851 SW Sixth Avenue, Suite 1600
Portland, OR 97204

Subject: Hood River Bridge Replacement Project – Environmental Studies, Design, and Permitting; Contract No. 2018-01
Progress Report No. 9 from 1 April 2019 to 26 April 2019

Dear Ms. Findley:

This progress report summarizes the services performed during this reporting period, issues encountered, and decisions or actions pending for all active tasks. The enclosed invoice includes details on all labor and expense billings. A set of charts is also provided to compare project budget to actual costs by major tasks.

MAJOR SERVICES PERFORMED DURING THIS PERIOD

- Coordinated with team on public outreach to plan for Community Outreach Event 3 and Environmental Justice (EJ) Event 2.
- Held a meeting with key agencies at the Columbia River Gorge Commission offices, including state, federal, and local jurisdiction staff. Set up a second such meeting to discuss the future National Scenic Area permit and review process.
- Initiated works on Fish and Wildlife and Vegetation and Wetlands technical reports.
- Progress on Navigation Impact Report and Survey.

Please see the detailed list on the following page for a detailed progress summary by task.

ISSUES ENCOUNTERED

- None.

DECISIONS OR ACTIONS PENDING

- None.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Scott Keillor".

J. Scott Keillor, AICP
Senior Project Manager
File 80516AA

JSK:SKW
Attachments



**Detailed Progress Summary by Task
Work Performed 1 April 2019 to 26 April 2019**

**Hood River Bridge Replacement Project
Environmental Studies, Design, and Permitting
Contract No. 2018-01**

TASK 2. PUBLIC INVOLVEMENT

2.1 Public Involvement Plan and Task Coordination

- Ongoing coordination with consultant team.

2.2 Stakeholder Interviews Summary

- Completed.

2.8 Public Open Houses

- Not needed for Open House No. 1.

2.10 Community Outreach Events

- Coordinating with consultant team to plan Community Outreach Event No. 3.

2.11 Environmental Justice Outreach

- Coordinating with consultant team to plan EJ Event No. 2

TASK 5 ENVIRONMENTAL

5.4 Fish and Wildlife and Vegetation and Wetlands Technical Reports

- Prepare base maps
- Begin drafting

5.9 Draft Environmental Impact Statement Evaluation (DEIS)

- Coordination with WSP.
- Submitted drafts of methodology memorandums for fish and wildlife and wetlands and vegetation resources.
- Revised methodology memorandum and responded to agency comments.

5.12 Final EIS

- Met with Environmental team to discuss the format and protocols for the Land Use and Cumulative technical reports.
- Initiated technical task work.

TASK 8. PERMIT ASSISTANCE

8.1 Permit Plan and Coordination

- Continued outreach to other agencies and coordination with team.

8.2 In-Water Permits for Geotechnical Investigation

- Developed request for information necessary to complete permit documentation.

8.3 U.S. Coast Guard Permit

- Ongoing outreach and coordination on river user survey

- Coordination with the U.S. Coast Guard and U.S. Army Corps of Engineers (USACE) on vessel characteristics.
- Coordination with WSP on river data (current, flows, etc.).
- Coordination with USACE on Section 408 permit.
- Preparing navigation impact study

8.4 Columbia River Gorge National Scenic Area Permit

- Held a meeting with key agencies at the Columbia River Gorge Commission offices, including state, federal, and local jurisdiction staff. Setting up a second such meeting to discuss the future National Scenic Area permit and review process.

8.5 U.S. Army Corps of Engineers Permit

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Angela Findley
 WSP USA
 851 SW Sixth Avenue
 Suite 1600
 Portland, OR 97204

May 16, 2019
 Project No: A19.0058.00
 Invoice No: 326623

Project A19.0058.00 EIS for Hood River Bridge Replacement

Month to Month invoice. Run thru last day of each month.

Professional Services through April 26, 2019

Task 210 2.10 Community Outreach Events

Professional Personnel

	Hours	Rate	Amount
<u>Employee/Activity</u>			
J. Keillor, Sr. Project Manager 8	.25	213.38	53.35
Totals	.25		53.35
Total Labor			53.35
Total this Task			\$53.35

Task 211 2.11 Environmental Justice

Professional Personnel

	Hours	Rate	Amount
<u>Employee/Activity</u>			
J. Keillor, Sr. Project Manager 8	.25	213.38	53.35
Totals	.25		53.35
Total Labor			53.35
Total this Task			\$53.35

Task 503 5.04.03 Fish and Wildlife Technical Repo

Professional Personnel

	Hours	Rate	Amount
<u>Employee/Activity</u>			
B. Carrico, Sr Project Manager 8	.50	214.32	107.16
S. Rubin, Environmental Planner 4	6.00	103.03	618.18
Totals	6.50		725.34
Total Labor			725.34
Total this Task			\$725.34

Project A19.0058.00 EIS for Hood River Bridge Replacement Invoice 326623

Task 504 5.04.10 Vegetation and Wetlands

Professional Personnel

Hours Rate Amount

Employee/Activity

B. Carrico, Sr Project Manager 8 .50 214.32 107.16

D. Day, Project Manager 7 3.00 158.00 474.00

Totals 3.50 581.16

Total Labor 581.16

Total this Task \$581.16

Task 508 5.08 Draft EIS Evaluation

Professional Personnel

Hours Rate Amount

Employee/Activity

D. Gunderson, Project Manager 7 4.00 159.08 636.32

Totals 4.00 636.32

Total Labor 636.32

Total this Task \$636.32

Task 512 5.12 Final EIS

Professional Personnel

Hours Rate Amount

Employee/Activity

E. McDermott, Environmental Planner 7 6.00 137.89 827.34

J. Keillor, Sr. Project Manager 8 3.50 213.38 746.83

Totals 9.50 1,574.17

Total Labor 1,574.17

Total this Task \$1,574.17

split hours evenly between
5.04.06 \$787.09 and 5.04.13 \$787.08

Task 801 8.01 Permit Plan and Coordination

Professional Personnel

Hours Rate Amount

Employee/Activity

B. Carrico, Sr Project Manager 8 4.00 214.32 857.28

J. Keillor, Sr. Project Manager 8 .50 213.38 106.69

Project	A19.0058.00	EIS for Hood River Bridge Replacement	Invoice	326623
	L. Townsend, Communications Specialist 3	.25	84.02	21.01
	S. Woehlert, Department Coordinator	1.25	86.35	107.94
	Totals	<u>6.00</u>		<u>1,092.92</u>
	Total Labor			1,092.92
			Total this Task	\$1,092.92

Task	802	8.02 In-water Permits for Geotechnical I		
Professional Personnel				
		Hours	Rate	Amount
<u>Employee/Activity</u>				
	A. Kinney, Environmental Scientist 4	2.00	95.92	191.84
	D. Day, Project Manager 7	1.00	158.00	158.00
	Totals	<u>3.00</u>		<u>349.84</u>
	Total Labor			349.84
			Total this Task	\$349.84

Task	803	8.03 US Coast Guard Perm		
Professional Personnel				
		Hours	Rate	Amount
<u>Employee/Activity</u>				
	B. Carrico, Sr Project Manager 8	8.00	214.32	1,714.56
	B. Wojtala, Environmental Scientist 3	8.00	83.03	664.24
	E. McDermott, Environmental Planner 7	5.50	137.89	758.40
	S. Woehlert, Department Coordinator	1.25	86.35	107.94
	Totals	<u>22.75</u>		<u>3,245.14</u>
	Total Labor			3,245.14
			Total this Task	\$3,245.14

Task	804	8.04 Columbia River Gorge National Sceni		
Professional Personnel				
		Hours	Rate	Amount
<u>Employee/Activity</u>				
	J. Keillor, Sr. Project Manager 8	12.25	213.38	2,613.91
	L. Townsend, Communications Specialist 3	1.00	84.02	84.02
	Totals	<u>13.25</u>		<u>2,697.93</u>
	Total Labor			2,697.93
			Total this Task	\$2,697.93

Project A19.0058.00 EIS for Hood River Bridge Replacement Invoice 326623

Task 805 8.05 U.S. Army Corp of Engineers Permits

Professional Personnel

	Hours	Rate	Amount	
<u>Employee/Activity</u>				
B. Wojtala, Environmental Scientist 3	10.00	83.03	830.30	
Totals	10.00		830.30	
Total Labor				830.30
				Total this Task \$830.30

Task 900 Expenses

Reimbursable Expenses

Project Travel And Subsistence			4.00	
Project Mileage			73.08	
Total Reimbursables		1.0 times	77.08	77.08

Unit Billing

Mileage@0.58				
4/10/2019	4/10/2019 Brian Carrico	139.0 Mileage @ 0.58	80.62	
4/23/2019	4/23/2019 Nicole McDermott	20.0 Mileage @ 0.58	11.60	
	Total Units	1.0 times	92.22	92.22

Total this Task \$169.30

Total this Invoice \$12,009.12

Project Summary

Fee	341,793.00
Invoiced to Date	111,049.70
Fee Remaining	230,743.30
Paid to Date	69,104.06

Approved By:



 Jon Keillor

Please Remit to;
 33301 Ninth Ave South, Suite 300
 Federal Way, WA 98003

Or Pay by ACH/Wire Transfer - email accounts_receivable@abam.com for more information.

Detailed Expense Report

Friday, March 22, 2019
4:15:30 PM

BergerABAM Inc.

Employee 00620 Kelllor, Jon Scott
Signed 

Submitted

Approved _____

Organization 01.10.26
Expense Report: Kelllor expenses Report Date: 3/4/2019

Date	Category	Description	Project	Task	Loc/Sect or	Bill	Company Paid	Credit Card	Account	Amount
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3/18/2019	A# - Mileage - 2019	Mtg w ODOT and WSP	A19.0058.00	900		<input checked="" type="checkbox"/>	<input type="checkbox"/>		5940.01	73.08
Business Reason: mtg w ODOT re NSA agenda EIS for Hood River Bridge Replacement Travel From/To: HR PDX Travel: 126.00 mi @ 0.580										

3/18/2019	A# - Travel (Taxi, Toll, Rental, Fuel)	Mtg w ODOT and WSP	A19.0058.00	900		<input checked="" type="checkbox"/>	<input type="checkbox"/>		5940.00	4.00
Business Reason: parking PDX ODOT EIS for Hood River Bridge Replacement										

SEE DIRECTIONS ON REVERSE

65497399



City of Portland

Valid Downtown District

03:08 PM MAR 18

▲ Expiration Time ▲ Valid Date ▲
01313 03/18/19 at 01:08PM

ID: H030360 PAID: \$ 4.00C

REMOVE VALUABLES FROM VEHICLE

RECEIPT: VALID ONLY IF PROPERLY DISPLAYED
IN CURBSIDE WINDOW THIS SIDE OUT

Isaacks, Megan

From: mileage.report@abam.com
Sent: Thursday, April 11, 2019 2:18 PM
To: Isaacks, Megan; Simmons, Sheila
Subject: Vehicle Mileage Form - Vancouver

Vehicle Mileage Form

Date Received: **4/11/2019 2:18:01 PM**

Please do NOT respond to this e-mail.

2013 Ford Escape SE (VAN)

Employee Name:	Brian Carrico
Date of Trip:	4/10/2019
Purpose:	BUSINESS
Destination:	White Salmon
Odometer Start:	77030
Odometer End:	77169
Total Miles:	139
Job Number:	A19.0058.00
Task Number:	900
Billing Notes:	

Isaacks, Megan

From: mileage.report@abam.com
Sent: Thursday, April 25, 2019 1:23 PM
To: Isaacks, Megan; Simmons, Sheila
Subject: Vehicle Mileage Form - Vancouver

Vehicle Mileage Form

Date Received: **4/25/2019 1:22:53 PM**

Please do NOT respond to this e-mail.

2010 Subaru Outback (VAN)

Employee Name:	Nicole McDermott
Date of Trip:	4/23/2019
Purpose:	BUSINESS
Destination:	Portland - WSP
Odometer Start:	156855
Odometer End:	156875
Total Miles:	20
Job Number:	A19.0058
Task Number:	900
Billing Notes:	

SUB/SUPPLIER COVER SHEET

MULTI-TASK SPLIT

Sub/Supplier Name: Harper Houf Peterson Righellis, Inc.

Sub/Supplier Number: 109650 Invoice Date: 01-May-19

Site: Portland PO Number: 44238

Invoice Number: 45346 Invoice Amt: \$20,942.50

Project Manager: Angela Findley Exp Date: 19.Apr.19

Project Number:	80550A	PB Inv #:	09
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Task Number:	Amount:	Budget	Invoiced to Date	Budget Remaining
6.02.HHPR	\$8,042.50	\$14,740.00	\$12,022.50	\$2,717.50
DE.HHPR	\$12,900.00	\$13,125.00	\$12,908.00	\$217.00

Grand Total	\$20,942.50	\$27,865.00	\$24,930.50	\$2,934.50
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PA Name: Lesa Chesebro PA Location: Portland, OR



Lesia Chesebro
 WSP USA Inc
 lesa.chesebro@wsp.com

May 01, 2019
 Project No: WSP-01
 Invoice No: 45346

Project WSP-01 Hood River Bridge Replacement

Project #80550A

Services Performed this Period Include: Aerial Photo Control

Professional Services Rendered: March 23, 2019 through April 19, 2019

Labor

	Hours	Rate	Amount	
Project Surveyor				
Campbell, John	17.50	150.00	2,625.00	
Survey Technician				
Baker, Katryna	48.75	110.00	5,362.50	
Brown, Tim	.50	110.00	55.00	
Totals	66.75		8,042.50	
Total Labor:				8,042.50

Consultants

David C. Smith & Associates, Inc			12,900.00	
Total Consultants:			12,900.00	12,900.00

BILLING LIMITS:

	Current	Prior	To-Date	
Labor	8,042.50	3,980.00	12,022.50	
Limit			14,740.00	
Remaining			2,717.50	
				TOTAL THIS INVOICE: \$20,942.50

Authorized By: John Campbell
JTC

David C. Smith & Associates, Inc.
 1734 S. E. Tacoma
 Portland, OR 97202-6746

Invoice

COPY

APR 23 2019

BILL TO

Harper Houf Peterson Righellis, Inc.
 Attention: Pat Gaylord
 205 SE Spokane St., Ste 200
 Portland, OR 97202

DATE	INVOICE #
4/22/2019	8179
P.O. NO.	JOB NUMBER
	2446

TERMS
Net 30 days

SERVICES	AMOUNT
Completed Photogrammetric mapping services for the Hood River Bridge the added \$400 is to cover the Airborne GPS we needed to add for control	12,900.00

Total **\$12,900.00**

Balance Due **\$12,900.00**

Professional Photogrammetrists and Digital Mapping Specialists
 Phone: (503) 232-5285
 Please pay from this invoice.

SUB/SUPPLIER COVER SHEET

MULTI-TASK SPLIT

Sub/Supplier Name: Marianne Zarkin Landscape Architect LLC

Sub/Supplier Number: 209001 **Invoice Date:** 02-May-19

Site: Portland **PO Number:** 43090

Invoice Number: 697 **Invoice Amt:** \$947.03

Project Manager: Angela Findley **Exp Date:** 30.Apr.19

Project Number:	80550A	PB Inv #:	09
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Task Number:	Amount:	Budget	Invoiced to Date	Budget Remaining
6.08.MZLA	\$947.03	\$25,145.00	\$947.03	\$24,197.97

Grand Total	\$947.03	\$25,145.00	\$947.03	\$24,197.97
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PA Name: Lesa Chesebro **PA Location:** Portland, OR



Marianne Zarkin
LANDSCAPE ARCHITECTS

**Marianne Zarkin
Landscape Architects**
1326 NE 63rd Avenue
Portland, OR 97213
503.802.0031

Invoice

Date 5/2/19
Invoice # 697

Project: 18.19 Hood Rvr Bridge Replacement

WSP USA Inc
851 SW 6th Avenue Ste 1600
Portland OR 97204

BILLING PERIOD: 04/01/19 - 04/30/19

Terms: Net 30

Description	Contract A...	Billed To Date	Hours	Rate	Amount
WSP Project No 80550A	25145.00				
Principal Landscape Architect - Marianne Zarkin			6	144.90	869.40
Admin - Susan Baker			1	77.63	77.63

Please Remit To:
Marianne Zarkin Landscape Architects
1326 NE 63rd Avenue
Portland OR 97213

Invoice Total \$947.03

Progress Report

WSP Project Number: 80550A

Project Name: Hood River Bridge Replacement **Date:** 5/3/2019

Report No. 1

Progress Period: [April 1- 30, 2019](#)

Reported By: [Marianne Zarkin](#)

1. WORK ACCOMPLISHED IN CURRENT PERIOD:

- Attend meeting with WSP staff to discuss project goals
- Review project materials

2. WORK PLANNED FOR NEXT PERIOD:

- Attend project meeting with Port of Hood River staff
- Review project materials

3. ISSUES AND/OR CONCERNS:

-
-

Executive Director's Report

June 4, 2019

Staff & Administrative

- A reminder that adoption of the FY19-20 Budget will take place on June 18 and Commissioners should confirm their attendance at the meeting. We should also discuss July meeting schedule. Typically, due to the July 4th holiday, the Commission opts for one meeting in July. Commissioner Meriwether is unavailable July 16.
 - Kevin Greenwood's lunchtime presentation to the Hood River Rotary Club on June 6 has been postponed until September 19.
 - Genevieve needs confirmation of attendance at the summer meeting of the Pacific Northwest Waterways Association at the Hood River Inn June 25-27. Early discount registration ends June 3. The Port is a Gold Level Sponsor of the conference.
 - The Personnel Committee (President Streich and Commissioner Shortt) met on May 20 to discuss the Executive Director annual review process. This is a discussion item on the agenda. Assuming there is agreement on the evaluation form, the following schedule is expected:
 - June 5 - Self-evaluation materials completed and submitted to General Counsel.
 - June 12 - Scoring sheets submitted by Commissioners to General Counsel office.
 - June 18 - Compilation/scoring summary distributed at Commission meeting in executive session. Discussion following with Executive Director.
 - The Port is recruiting for a Level III Facilities employee. The individual will replace retiring Rob Arnold. We will be temporarily losing a full-time Facilities Dept. employee to an extended medical leave. Orientation for summer part-time employees took place on May 30. We have two returning employees and several new ones.
 - Thorn Run Partners have provided the attached summary of the 2019 legislative session in Oregon.
-

Recreation/Marina

- There has been some progress on the Marina electrical issues. All boathouse inspections have been completed by Gorge Electric. GFI breakers have been installed for all boathouses. Next, electrical recommendations will be prepared for each tenant.
- A new electrical issue has come up associated with the Marina Restroom block. The direct bury line from the main panel to the building has failed. We will utilize a conduit that was installed during the Marina Green project, but the restroom block will be without power for several days.

- As of May 23, a total of 560 pre-season passes were sold online for total revenue of over \$57,900. All pass sales are now being done at the Event Site booth.
- The Event Site Booth opened for the summer on May 24. Regular enforcement of parking has commenced. Thus far this year pay kiosks on Port-owned streets have collected more than \$5,700 in payments.
- Attached is a letter of thanks from the organizers of the 2019 Kiteboarding Jam. The Port has waived use fees for this event due to its focus on youth.

Development/Property

- Work on the Wasco Building landscaping upgrade will be complete by June 15.
- The Big 7 Re-roof project is on track with a bid closing date of June 4. The project schedule has been extended by 1 month to encourage better bids and pricing.
- Due to the failure of the Hood River County tax levies, it is unlikely that the County will be able to pay Port costs for repairs to the broken irrigation system on the grounds of the Hood River History Museum. This will likely lead to further loss of grass and trees as occurred last year. In addition, the Museum staff has been directed not to use domestic water for any outside watering. Finally, the County has not been billed and they have not paid for their use of domestic water, which is downstream of a meter that serves all Exit #62 Port properties. These are issues that will require future consideration by the Commission.
- The Hood River Energy Council is supporting submittal of an application by the company FORTH to the Department of Energy June 12th to implement an electric car share in Hood River. The goal of this Clean Rural Shared Electric Mobility Project is to demonstrate, test, and refine a model for successful Electric Vehicle (EV) car sharing in rural communities and counties. See attached summary. The degree of interest and support for this effort by the Commission is requested.

Airport

- The 4th wetland fill application submission has been deemed complete by the Department of State Lands. This is a significant milestone in a long effort.
- The bid docs for the Connect VI (“COVI”) project are nearly complete. However, we have been informed that the required permit from the USACE may not be in hand until the end of the year. Coupled with the COVI grant requirements that grant funds be substantially spent by April 2020, we now face significant challenges in completing this project. Staff is in contact with both USACE and ODOT staff to identify a path forward.
- Hood River Soaring will be the Glider concessionaire again at the airport this year. They are doing an outstanding job of training glider pilots and have a deep bench of experienced tow pilots. Their club continues to grow and is now above 50 members, many of them youth.

Bridge/Transportation

- Thankfully, there is very little of significance to report on the bridge. One early morning lift was conducted to grease the cables. Staff are coordinating public messaging plans for the upcoming single-lane daytime closures needed for bridge deck welding.
- Columbia Area Transit has been facing challenges installing improvements to the portion of the Barman property that is being used as a transit stop. The new bus shelter is expected to be installed soon. The landscape improvements have been abandoned for the time being. Art of Community has installed one of two art pieces on the property, meant to enhance the experience for bus stop users. The Land Use Agreement is a Consent item for tonight's meeting.

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From: [Miles Pengilly](#)
To: [Michael McElwee](#); [Genevieve Scholl](#); [Kevin Greenwood](#)
Cc: [Daniel Bates](#)
Subject: 2019 Legislative Session - Week 18 Recap
Date: Tuesday, May 28, 2019 2:27:31 PM

Dear Port Team,

The final week of policy committee action concluded Friday. Any bills that have not been approved by policy committees in both chambers or a joint policy committee are no longer viable legislative vehicles. However, bills in the Joint Ways and Means Committee or in either chamber's Revenue or Rules Committees are still "alive." The House Republicans continued to require that bills be read in their entirety to be considered on the floor, and in response, the Speaker scheduled additional hours of floor sessions and briefly threatened floor sessions over Memorial Day weekend. Although the legislature ultimately did not convene over the holiday, the Speaker put the House on notice that Saturday floor sessions would begin on June 1.

Last week saw the Speaker introduce a bill to divert half of the kicker into infrastructure and clean transportation projects, but it was not able to gain much traction. On Thursday evening, the House finished a lengthy floor session on SB 1008, which reforms juvenile criminal sentencing and has attracted bipartisan support in both chambers. All eyes have turned to the Joint Ways and Means Committees as it prepares agency budgets and the end-of-session spending bills. The committee also decides the fate of many policy bills that were referred to it because they carry a cost to the State. In the coming week, several policy committees have canceled their hearings and others will hold informational hearings.

Highlights from Week 18:

1. [HB 2408](#), which applies prevailing wage to projects in enterprise zones that exceed \$20 million and receive tax credits or tax abatements, **died in the Senate Workforce Committee on 5/23**. Chair Taylor acknowledged that there is a problem around this issue that needs to be solved, but that HB 2408 isn't quite the right fix. She committed to pulling together an interim work group and using one of her committee bills to come up with a solution next session.
2. [HB 2402](#), which makes the 2015 increases in state aviation fuel taxes permanent, passed unanimously out of the Joint Transportation Committee on 5/22 with the -4 amendment. The -4 is a "gut and stuff" amendment that replaces the original bill and instead adds criteria for the Department of Aviation to consider when making grant disbursement decisions. It also authorizes the Department of Aviation to adopt rules to set higher minimum contribution commitment requirements for grants and establish maximum grant amounts. HB 2402 now moves to the House Revenue Committee.

3. **SB 59**, which authorizes the issuance of lottery bonds for Connect Oregon, passed unanimously out of the Joint Transportation Committee on 5/20 with the -1 amendment. The -1 amendment allocates \$50 million in lottery bond proceeds to Connect Oregon. During the hearing the bill received supportive testimony from the Oregon Public Ports Association and numerous rail users, and Co-Chair McKeown made an impassioned statement about the importance of Connect Oregon for Oregon's transportation infrastructure. SB 59 now moves to the Ways and Means Committee.
-
4. **SB 695**, which eliminates the cap on the amount of debt that ports can incur by promissory note, has passed out of the Senate and was referred to the House Revenue Committee on 5/20.

Looking to this week:

1. **Hood River Storm Line:** The Port is sending its funding ask document to Senator Thomsen. TRP will check in with Sen. Thomsen's office on Tuesday to ensure that he has all the information he needs and will relay any questions and/or requests to the Port.

Miles Pengilly
Senior Legislative Associate
Thorn Run Partners
mpengilly@thornrun.com
(503) 816-9129

Portland Office:
610 SW Alder Street
Suite 1008
Portland, Oregon 97205
www.thornrun.com



World Class Kiteboard Academy
163 N. Main St.
White Salmon, WA
1 (541) 908-5937

worldclasskiteboardacademy.com

Hi Daryl Stafford and Port of Hood River,

Thank you for your support of the 2019 Hood River Junior Jam. With your help, we look forward to hosting an event that's aimed at helping young riders progress their freestyle and park riding in a safe and positive environment.

Your contribution will directly affect the success of this event by helping us direct funds toward insurance, judges, media, graphic design, safety, awards and other organizing costs. World Class Kiteboard Academy will not profit from this event; we are simply looking to provide an opportunity for competitors to ride with fellow juniors, have fun, and improve.

Thanks for being a part of the 2019 Hood River Junior Jam!

Lindsay McClure

Vice Principal
World Class Academy

Blaine Baker

Head Coach
World Class Kiteboard Academy

Capo Rettig

Principal
World Class Academy



Forth Mobility Clean Rural Shared Electric Mobility Project Outline – May 22, 2109

The goal of the Clean Rural Shared Electric Mobility Project is to demonstrate, test, and refine a model for successful Electric Vehicle (EV) car sharing in rural communities and counties, benefiting low-income residents, the town at large, visitors and tourists. Hood River, Oregon, will be the initial test site, a town with an estimated population in 2017 of 7,686. Situated in a rural area of the Columbia Gorge, Hood River boasts strong tourism appeal as a nationally-recognized venue for wind surfing and kiteboarding, along with nearby river rafting, kayaking, hiking, skiing, the Fruit Loop, and other attractions. With a combination of typical small-town living, nearby agricultural work, and tourism, Hood River presents an opportunity to test, assess, and hone how best to offer an attractive EV carsharing program, in a rural setting, to benefit drivers from multiple sectors.

The Project envisions:

- Five EVs stationed in Hood River, either at a multi-unit dwelling or a nearby location
- Carsharing managed by Envoy, with new apps developed in Spanish to appeal to diverse community members, and tiered pricing structures, enabling potential subsidization
- Three years of operation:
 - Year 1 will consist of assessing transportation needs in the greater Hood River area, partnering with local transit providers, an affordable housing provider, community members, city government including the city's economic development office to develop the most promising concept and initiate EV placement, charging infrastructure, and the carsharing program.
 - Year 2 will reflect refinements, based upon data, analysis, community feedback, and Lessons Learned from Year 1. The resulting improvements in Year 2 will be further refined by Year 3.
 - In Year 3, the EV carsharing concept should be well-honed and poised for expansion to other communities.
 - Throughout the project, Forth and its partners will present the EV carsharing project in seminars, webinars, and other venues, to generate interest and gain insights from others.
 - By Year 3, Forth will provide technical assistance to facilitate deployment of similar carsharing platforms in other rural communities, with sponsorship from Clean Cities Coalitions; Colorado, Idaho and Utah are preliminary candidates. Case studies will be developed, with lessons learned and roadmaps for Clean Cities Coalitions and others to encourage deployment in other rural settings.
- Data collection and analysis performed by the Pacific Northwest National Laboratory
- Columbia Willamette Clean Cities Coalition support in (i) promoting the program, (ii) communication/outreach, and (iii) disseminating Lessons Learned and the Model to other Clean Cities Coalitions
- Support from Hood River's Mayor and city staff to promote the program, recruit users, and potentially (i) provide parking spaces for Envoy EVs, (ii) venues for charging infrastructure installation, (iii) staff time / advice on how to make the program most attractive to residents / tourists / low-income community members, (iv) advice on charging station installation locations, and (v) expedited permitting for charging stations
- EVs loaned by American Honda (Clarity EVs, post use in 3-year leases)
- Charging infrastructure, communication and outreach provided by the electric utility, Pacific Power, and its parent company, PacificCorp, and in future deployments, other utilities.
- Community support and involvement in project design from Mid Columbia Housing Authority, Mid Columbia Economic Development District, Hood River Columbia Area Transit, and other local community groups.
- Advice, counsel, input and advocacy from Clean Cities Coalitions in Colorado, Utah, Idaho and other states, as well as input from the Colorado Energy Office and other government organizations, to better position deployment in other locations

Commission Memo



Prepared by: Fred Kowell
Date: June 4, 2019
Re: IT Professional Services Contract

This Amendment No. 2 to the contract with Jack Lerner Computer Support for Port office and toll system IT support increases the budget allowance for services provided on an on-call basis. IT support needs continue to grow as the Port continues to grow in activity. The latest invoices have exceeded the contract amount and have not been paid.

Normally, IT support from Jack Lerner Computer support hovers around \$25,000 a year, but in the last two years with tolling system installations, other system migrations and the change out of our desktop PCs, this amount has grown. The previous amount was to carry us through to the end of this fiscal year but is a little short, thus the request for the remainder of this year and for the next fiscal year being requested of \$35,000.

This new level of funding is budgeted for next year and a portion for this year.

RECOMMENDATION: Approve Amendment No. 2 to contract with Jack Lerner Computer Support for IT professional services not to exceed \$35,000.

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**Personal Services Contract – Amendment No. 2
For Services Under \$50,000**

1. This Contract is entered into between the Port of Hood River ("Port") and **Jack Lerner Computer Support** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$35,000**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract is an amended amount and shall be in effect from the date at which every party has signed this Contract through the date at which funds are exhausted. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall carry insurance as described in Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

JACK LERNER COMPUTER SUPPORT

PORT OF HOOD RIVER

Signature Date
President, Lerner Services, Inc.
6465 Trout Creek Ridge Road
Parkdale OR 97041
(541) 352-1036
Federal ID or Social Security Number: 26-0772147

Michael S. McElwee Date
Executive Director
1000 E. Port Marina Drive
Hood River OR 97031

Personal Services Contract Exhibit A

I. SCOPE OF WORK:

All information technology requests that are approved by Port management which relates directly to the Port's internet, computer hardware (servers, PC's, laptops, netbooks, etc.), mobile devices, telecommunications including phone systems, switches, security systems, computer software applications including the BreezeBy, copier, fax, wireless routers, and other IT applications (web portal for payment gateway).

This Personal Services Contract supersedes the contract last dated November 6, 2018.

II. DELIVERABLES AND TIMEFRAME:

The deliverable(s) covered under this Contract shall be: Respond within a 24 hour period or less based upon the severity and risk related to the issue at hand. Servers, tolling software, and telecommunications may need immediate attention versus the development of a program to accept payments. Thus, the timeframe for the deliverable(s) shall be: **as requested by Port of Hood River management.**

III. CONSIDERATION:

Hourly rates under this Contract shall be \$ 95/hr.

Port shall reimburse Contractor for reasonable expenses associated with the purchases that are made on behalf of the Port to repair or replace equipment or materials, that are not considered part of this contract limit.

IV. BILLING AND PAYMENT PROCEDURE:

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

- Invoice date
- Project or task title
- Record of hours worked and a brief description of activities
- Billing rate applied
- Description of reimbursable items

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

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

**Personal Services Contract
Exhibit B**

INSURANCE

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

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

_____ Required and attached OR ___x___ Contractor is exempt

Certified by Contractor: _____
Signature/Title

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

_____ Required and attached Waived by Finance Manager ___X_____

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

_____ Required and attached Waived by Finance Manager ___X_____

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

___x___ Required and attached Waived by Finance Manager _____

- 5. On All Types of Insurance. There shall be no cancellation or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port, except 10 days for premium non-payment.

- 6. Certificate of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract. The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Port. Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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Commission Memo



Prepared by: Anne Medenbach
Date: June 4, 2019
Re: Cloud Cap Lease

Cloud Cap Technology Inc. (Cloud Cap) would like to take over the occupancy of the entire Wasco building, located at 205 Wasco Loop. Negotiations have been ongoing for the past year. The Board reviewed the proposed lease terms on April 7 but did not approve them, opting to wait until implementation of the new Lease Strategy was more complete.

Since May 7, staff has been working with legal counsel and Cloud Cap to finalize the lease and terms. Additionally, staff has been working towards a final Master Lease, (draft attached) that has been approved by Cloud Cap. Legal counsel has reviewed and approved the Lease as written with the exception of the following two clauses, which will be addressed when Jerry Jaques returns from vacation next week.

- 4.3.1.3- Operating expense exclusions. (There are two sentences that Mr. Jaques will need to review.)
- 23. Environmental Indemnities. Wherein both parties indemnify and hold harmless the other for environmental contamination.

The Lease terms provide the following:

- 1 four-year term with 2 renewal options of two years through 2027.
- Lease rate is \$0.98/sf base rent plus Additional Rent including all Operating Expenses.
- A Tenant Improvement allowance of \$5.00/sf or \$59,145 total will be provided by the Port. Cloud Cap will carry out the improvements with plan review and approval and inspections required by the Port. All funds must be used and invoiced no later than July 1, 2020.

Because Cloud Cap's Lease expires June 30, and further because their approval timeframes are long with their corporate office, and staff is requesting approval of this lease, subject to legal counsel review.

RECOMMENDATION: Approve Lease with Cloud Cap Technology Inc. at the Wasco Building, subject to legal counsel review.

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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 **CLOUD CAP TECHNOLOGY, INC.**, an Oregon corporation, hereinafter referred to as “Lessee.”

- 1. Leased Premises Description.** In consideration of the covenants of the parties, Lessor Leases to Lessee approximately 14,857 square feet of space in Lessor’s building commonly known as the 205 Wasco Loop Building (“Building”) located at 205 Wasco Loop, Hood River, Oregon (“Leased Premises”). The Leased Premises are identified in the attached “Exhibit A.”

Building Name: Wasco Building
Building Address: 205 Wasco Loop, Hood River, Oregon
Lessee Suite/Description: Entire building
Leased Premises SF: 14,857 sq. ft.

- 2. Term.** The Lease shall be binding when both parties sign the Lease. The Lease Term shall be for the period effective on **July 1, 2019** and continuing through June 30, 2023. In the event Lessor is unable to deliver any portions of the Leased Premises to Tenant by July 1, 2019 due to currently existing tenants, the Lease Term with regard to such portions shall commence on the date the same are delivered to the Lessee and shall expire June 30, 2023. Lessor shall deliver the entire Leased Premises to Lessee by July 31, 2019, time being of the essence.

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 two extension term(s) of two year(s) each, through June 30, 2027, 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 90 days prior to the end of the Lease Term.

Effective Date: July 1, 2019
Lease Expiration Date: June 30, 2023
Renewal Options: Two (2)
Renewal Notice Requirement: 90 days

- 3. Allowed Use.** Lessee shall use the Leased Premises for light industrial, engineering and assembly and for uses reasonably related thereto. 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. Rent

The rents Lessee owes Lessor shall be and consist of Base Rent (“Base Rent”), Additional Rent (“Additional Rent”). For purposes of this Lease, Base Rent and Additional Rent are referred to collectively as “Rent”. In the event Lessor is unable to deliver the entire Leased Premises to Lessee by July 1, 2019, Rent on the portions of the Premises unable to be delivered, shall be abated until such portions of the Leased Premises have been delivered to Lessee.

4.1 Base Rent. Beginning on the Effective Date, Base Rent shown below, and in paragraph 4.2 shall be payable in equal monthly installments in advance on the first day of each and every 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>
205 Wasco Loop	14,857 sq. ft.	\$0.98 per s.f. per month	\$14,559.86

4.1.1 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 rental amount payable during the previous 12-month period a percentage increase equal to the percentage change in the Consumer Price Index for the Western Region Class BK, or a similar U.S. Government inflation index reasonably 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 1 percent or more than 5 percent.

4.2 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 5.2.1 and Taxes and Assessments as defined in Section 5.2.2.

4.3 Additional Rent Calculation.

<u>Rentable Area (Square Footage)</u>	<u>Estimated Rate per s.f. per month</u>	<u>Monthly Estimated Additional Rent</u>
14,857 s.f.	\$0.40 per s.f. per month	\$5,942.80

4.3.1 Operating Expenses. Operating Expenses shall include all costs for the operation, repair and maintenance of the Building, Common Areas, Building Exterior Areas and the real property on which they are situated whether designated for a particular Building tenant or which benefit some or all Building tenants. Operating expenses may include but are not limited to:

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

- 4.3.1.1.1** 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;
- 4.3.1.1.2** Maintenance and repair of landscaping including plantings, irrigation and sprinkler systems, general landscaping maintenance;
- 4.3.1.1.3** Services for Common Areas such as janitorial, fire suppression, security and door locking system, elevator and HVAC maintenance;

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

4.3.1.1.5 Property management and administration necessary to maintain and manage the building.

4.3.1.2 All costs and expenses incurred by Lessor for utility usage and 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, Interior and exterior Common Areas.

4.3.1.3 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 Property 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) the cost of repairs or other work required as a result of fire, windstorm, casualty or any other occurrence covered by the insurance which Landlord is required to obtain hereunder, including costs subject to any self-insured retention or deductible amount; (c) attorneys' fees incurred in enforcing the terms of any lease; (d) any amount paid to an entity or individual affiliated with or otherwise related to Landlord which exceeds the amount which would be paid for similar goods or services on an arms-length basis between unrelated parties; (e) any cost incurred to test, clean up, contain, abate, remove or undertake any other remedial action as a result of the violation of any environmental law or regulation applicable to the Building, except to the extent caused by Lessee; (f) any cost incurred by Landlord as a result of the negligence of Landlord, its employees or agents; (h) any cost of selling, exchanging or refinancing the Building or common areas and any tax increase caused by a revaluation of the Premises by virtue of a sale by Landlord; (i) Landlord's general administrative and corporate overhead not directly attributable to management or operation of the Building; and (k) costs for services normally provided by a property manager where the operating costs already include a management fee.

4.3.2 **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, Common Areas and Building Exterior Areas and the property on which those sit, either directly or indirectly, 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 during the Lease Term. Lessee shall pay directly all taxes levied on or with respect to Lessee's personal property located on the Leased Premises. [Note: Under current law, Port real property is exempt from property taxation during an upcoming fiscal tax year

4.3.3 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) days after receipt of the Itemized Statement.

The upcoming Fiscal Year Additional Rent payable by Lessee will be based on the average of 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. Common and Building Exterior Areas. Common Areas and Building Exterior Areas are provided by Lessor for the joint use or benefit of Building tenants, including Lessee, their employees, customers, suppliers and other invitees. Common Areas and Building Exterior Areas are identified in the attached "Exhibit B". Use of available Common Areas and Building Exterior Areas shall be subject to like, non-exclusive use on the part of other Building tenants. Lessee agrees that its usage of such Common Areas and Exterior Building Areas shall not interfere with or be inconsistent with the similar rights of other Building tenants. All 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 Common Areas and Building Exterior Areas, which Lessee agrees to abide by. Lessee understands and agrees that other tenants may occupy the Building.

5.1 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.

5.2 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.

6. Parking. Lessee may exclusively park vehicles in Exterior Common Areas designated by Lessor for vehicle parking.

7. Maintenance and Repair.

The Lessor Obligation items shall be coordinated and carried out by Lessor and paid for as an Operating Expense as defined in Section 4 of this Lease.

7.1 Lessor Obligations. Lessor shall maintain the Building except for Building tenant spaces which are the responsibility of Building tenants, and shall maintain the Building property including: (i) Exterior Common Areas and (ii) any Building Common Areas, (including stairs, corridors, restrooms, exterior and interior windows, plumbing and electrical equipment serving the Building, roof and elevators), except for equipment specifically servicing the Premises (“Lessee’s Equipment”), in reasonably good order and condition except for damage occasioned by the act of the Lessee or Lessee’s invitees, which damage shall be repaired by Lessor at Lessee’s expense. In addition to the foregoing, Lessor shall be responsible for providing electricity, gas and water service to the Building as well as (i) HVAC maintenance, elevator maintenance, gorge net ER phone and elevator lines, landscape maintenance, snow removal, parking lot maintenance, Building system electrical issues, and plumbing fixture repair and replacement.

7.2 Lessee Obligations. Lessee shall at all times during the Term at Lessee’s sole cost and expense, keep the Premises in good order, condition and repair. This obligation shall include, without limitation, the obligation to maintain, repair and replace as necessary: floor coverings, wall coverings and paint, casework, ceiling tiles, Window coverings, light bulbs, ballasts and fixtures, locks and hardware and all tenant Improvements. In addition to the foregoing, Lessee shall be responsible for garbage removal, janitorial service, internet, door security, light replacements, and fixture electrical and plumbing maintenance in the Building.

8. Insurance

8.1 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 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, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

8.2 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 One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) 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 policies 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 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.

8.3 Building Damage or Destruction. Lessor shall maintain property insurance covering the Building, Exterior Building Areas and Common Areas providing protection against "all risk of physical loss". If the Leased Premises or Building are partially (more than 25% of the Building) destroyed 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 30 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.

9. Tenant Improvement Allowance. Lessor shall provide Lessee with a tenant improvement allowance in the amount of \$59,145.00 to be used by Lessee for improvements to the Leased Premises. All such improvements shall be subject to the provisions of Section 10 below as Alterations. Additionally, this Tenant Improvement allowance must be utilized no later than July 1 2020. Lessee shall submit all invoices to Lessor for the work prior to that date.

10. 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 reasonable 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 lesser sum as Lessor and Lessee reasonably determine; and (v) Materials used are consistent with existing materials in the Leased Premises and Building and comply with Lessor's Building standards.

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.

Unless otherwise agreed in writing, all permanent improvements now located or hereafter placed on the Leased Premises during the term of the Lease, other than Lessee's trade fixtures, equipment, and items related to Lessee's equipment, shall be the property of Lessor, and shall remain on the Leased Premises at the expiration or termination of the Lease unless Lessor's written consent to such Alterations was conditioned on the removal thereof by Lessee upon Lease expiration or termination. Lessee shall repair any damage caused by its removal of Lessee's trade fixtures, equipment, and items related to Lessee's equipment.

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 shall 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 the agency exercising such power or receiving such conveyance, for any part of such. Notwithstanding the foregoing, Lessee shall be entitled to receive any condemnation award that is made directly to Lessee (i) for the taking of personal property or Trade Fixtures belonging to Lessee, (ii) for the interruption of Lessee's business or its moving costs, (iii) for loss of Lessee's goodwill, or (iv) for any temporary taking where this Lease is not terminated as a

result of such taking. 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, including any improvements Lessor agrees in writing to make prior to or at the commencement of the Lease Term, if any, which shall be deemed acceptable to Lessee when completed by Lessor. Lessee shall return the Leased Premises to Landlord in good, broom clean condition, ordinary wear and tear excepted, at the termination of this Lease.

Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after 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 30 days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same 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. Notwithstanding any provision herein to the contrary, any entry into the Lease Premises by Lessor, its employees and agents and any mortgagee of the Building shall be in compliance with ITAR, NISPOM, and DCID security requirements, and shall be subject to Lessor obeying Lessee's policies, practices and rules regarding security, safety, and protection of proprietary information and trade secrets .

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 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) days after the same are due and payable and subject to three (3) days written notice from Lessor, 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) 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 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 rents and damages shall survive such termination and Lessor may re-enter, take possession of the 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 Lessee from month to month, 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 30 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 Patrick Joyce with a copy to United Technologies Realty, Inc., 9 Farm Springs Road, Farmington, CT 06032, or sent by certified mail with postage prepaid to the address indicated on the signature page of this Lease with a copy delivered as set forth above; and if such notice is to Lessor, delivered personally to the Executive Director, 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. Dispute Resolution.** 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 solution 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 or an 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.

23. Environmental Indemnities. (a) Lessee shall indemnify Lessor and hold Lessor harmless from any cost, liability or expense imposed upon Lessor under any local, state or federal law, ordinance, statute, rule, regulation, or judicial or administrative order because of or arising out of any contamination of the property on which the Leased Premises are located or any contamination of groundwater or surrounding lands because of or arising out of contamination of the property on which the Leased Premises are located due to the actions of Lessee or Lessee's employees or agents.

(b) Lessor shall indemnify Lessee and hold Lessee harmless from any cost, liability or expense imposed upon Lessee, including but not limited to, any cost liability or expense under any local, state or federal law, ordinance, statute, rule, regulation, or judicial or administrative order, because of or arising out of any contamination of the property on which the Leased Premises are located or any contamination of groundwater or surrounding lands because of or arising out of contamination of the property on which the Leased Premises are located that was not caused by the actions of Lessee or Lessee's employees or agents.

(c) The indemnifications of this Section 23 shall survive the expiration or termination of this Lease.

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 _____, 20---.

Lessee: Cloud Cap Technology, Inc.

Lessor: Port of Hood River

Signed: _____

Signed: _____

By:

By:

Michael McElwee

Its:

Its:

Executive Director

Address:

Address:

1000 E. Port Marina Drive

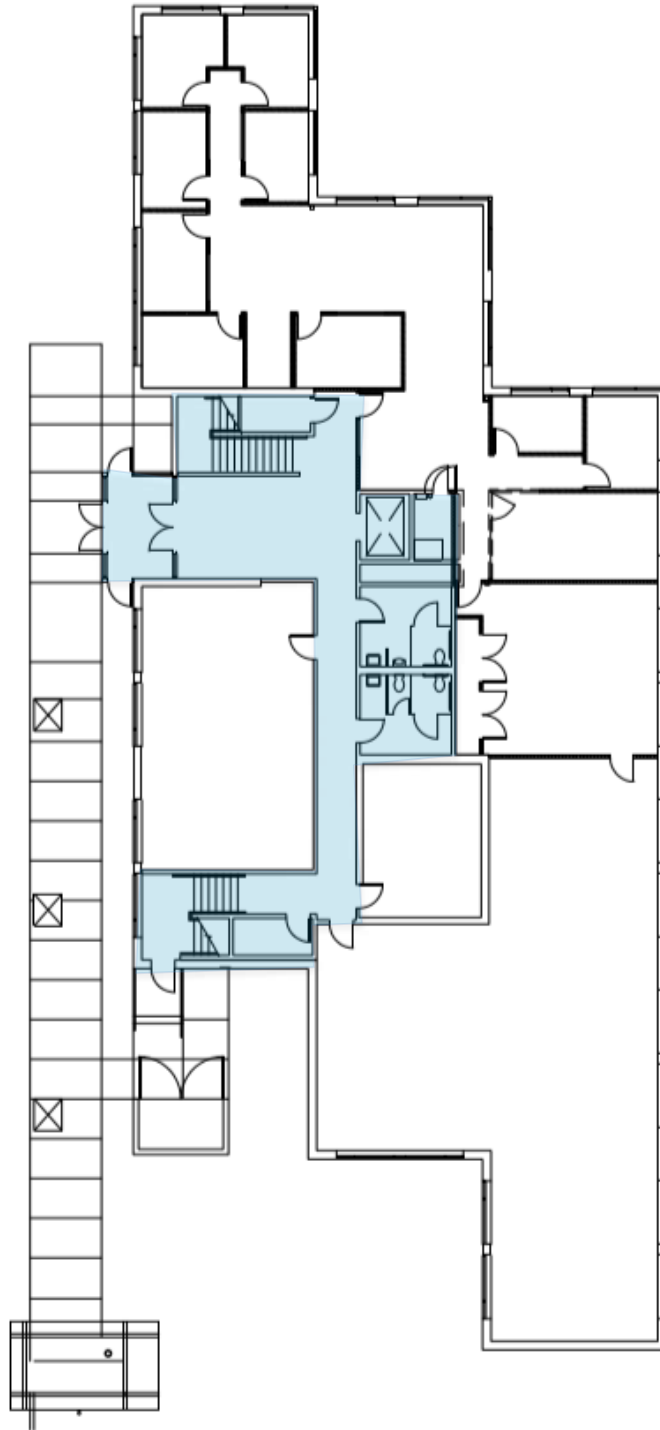
Hood River, OR 97031

Email/phone:

Email/phone:

(541) 386-1645

Exhibit A
LEASED PREMISES- FLOOR PLAN- Common Areas in Blue



**Exhibit A
Second Floor- Common areas in Blue**

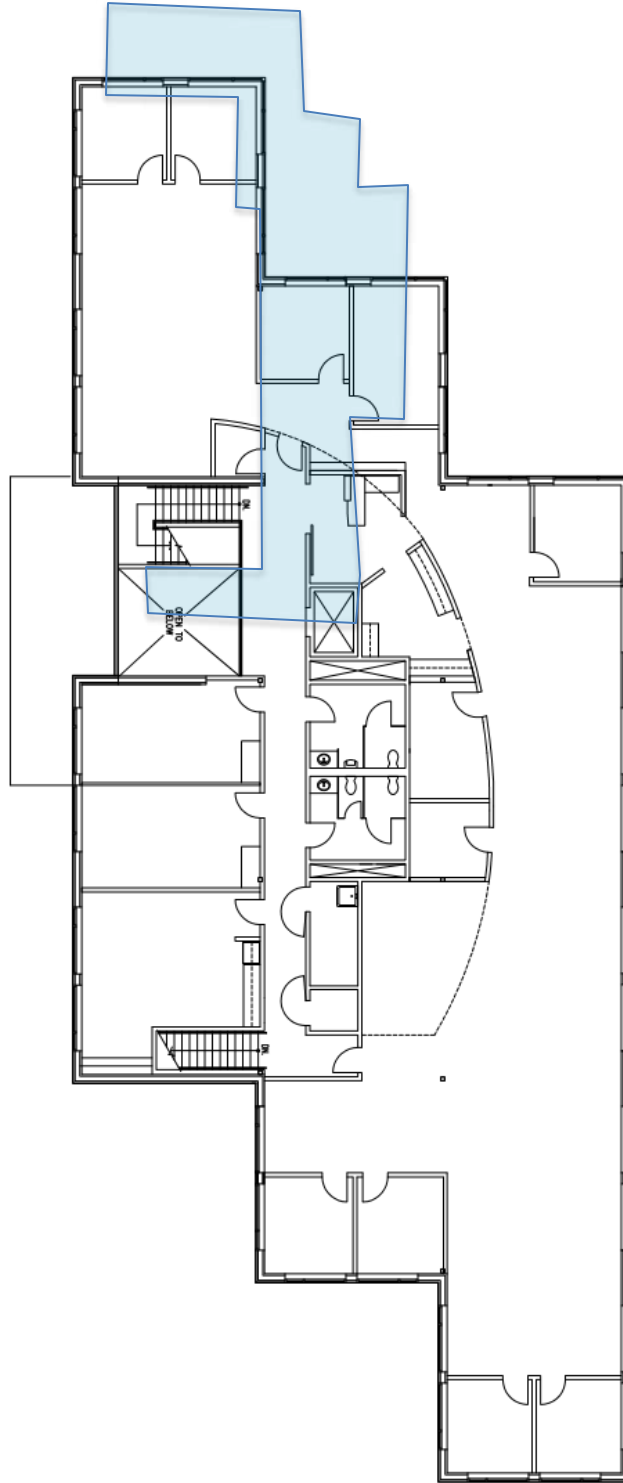
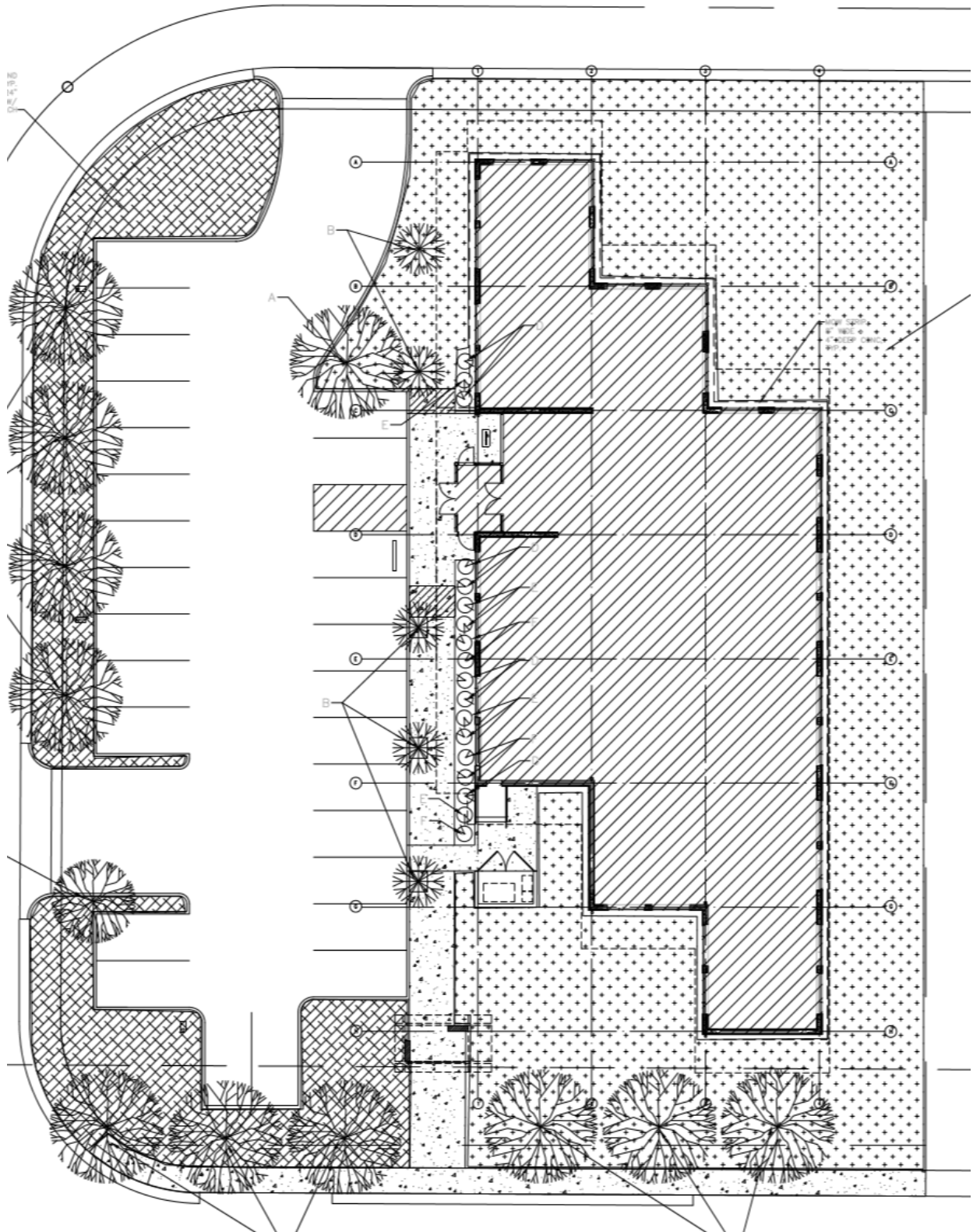


Exhibit B Site Plan



Commission Memo



Prepared by: Anne Medenbach
Date: June 4, 2019
Re: Big 7 Re-roof

Staff issued an Invitation to Bid for the Big 7 building re-roof project on May 16. A-Tech NW is the consultant on the project and they assisted in writing the specifications and contract. The Mandatory Pre-bid Walk-Through meeting was held on May 28 and 5 contractors attended. This was a good number considering the late timing in the season.

The Bid Opening is scheduled for 2:00 PM on June 4th. Sub-Contractor disclosures are due by 4:00 PM.

This project is budgeted for FY 2018/19, so a speedy completion is required. Staff has pushed the deadline to August 3 but cannot likely extent the timeline beyond that due to budget constraints. Per contracting rules, once bids are received and the lowest responsive and responsible Bidder is identified, then the Port can announce an Intent to Award. Once the Intent to Award has been announced, a 7-day protest period begins. During this time, the Contractor will submit all necessary documents. They have 10 days from the Intent to Award to do so. Once the protest period is over, the Port can award a contract. After all documents have been received, then the Port can issue a Notice to Proceed and work can begin.

Due to the short time frame, staff is likely to recommend that the Commission approve an Intent to Award and a Notice of Award, barring no protests on June 4, so that work could start as early as June 11th. There is precedence for this approach.

RECOMMENDATION: Staff will provide bid list and recommended actions at the meeting.

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Commission Memo



Prepared by: Kevin Greenwood
Date: June 4, 2019
Re: Port Representative to EIS Working Group

With the coming retirement of Commissioner Brian Shortt, the Commission should appoint a replacement for his seat on the EIS Working Group (EISWG). The EISWG is comprised of elected officials and transportation agency representatives from both sides of the river (see member list below). Although the next Working Group meeting is not planned until Fall of this year, it is important to fill the seat for continuous representation.

- Betty Barnes, Mayor, City of Bingen
- [Brian Shortt, Commissioner, Port of Hood River](#)
- David Poucher, Mayor, City of White Salmon
- Jon Davies, Member, ODOT Region 1 Area Commission on Transportation
- Lorrie DeKay, Commissioner, Columbia River Gorge Commission,
- Marc Thornsbury, Executive Director, Port of Klickitat
- Tim Counihan, Councilor, City of Hood River
- Matt Ransom, Executive Director, SW Washington Regional Transportation Council
- Rex Johnston, Commissioner, Klickitat County
- Rich McBride, Commissioner, Hood River County

RECOMMENDATION: Appoint Port of Hood River Commission representative to serve on the Bridge Replacement EIS Working Group.

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Commission Memo



Prepared by: Fred Kowell
Date: June 4, 2019
Re: Budget Recommendations from Staff at Budget Hearing for
Adopted Budget FY 2019-20

Once the Budget Committee approves the Proposed Budget, the Board may allow items they feel were left off or have come about since the Budget Committee meeting. Any such changes must be no more than 10% of the appropriation level of the Approved Budget.

As we get closer to our fiscal year-end and the beginning of the new fiscal year our cash balances can be more accurately estimated, and as such staff requests adjustment to the Beginning Cash Balances for each fund as follows:

- General Fund – Increase to \$288,800, + \$3,800
- Revenue Fund – Decrease to \$7,247,500, (\$587,500)
- Bridge Repair & Replacement Fund – Increase to \$1,873,600, + \$587,500

Staff has four items that we would like to add to the Approved Budget before adoption. These amounts are well below the 10% threshold as discussed above. They are as follows:

- Increase seasonal maintenance dollars by \$30,000 following Budget Committee discussion with Maintenance Department and other Port stakeholders.
- Add \$65,000 to CIP for a generator that will be a backup for the Port Office and Shop when there is an electrical outage. Our IT room only has a battery backup so after 45 minutes the system will start to shut down.
- Increase CIP for Lower Mill by \$136,000 for the road project.
- Increase professional services Administration by \$18,000 for programming on credit card migration to integrate into Breezeby and Office financial system.

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