



Hood River – White Salmon

BRIDGE REPLACEMENT PROJECT

Project Director Report

February 5, 2019

The following summarizes Bridge Replacement Project activities from Jan. 22-Feb. 4, 2019.

FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)

FHWA/ODOT/Port met on Jan. 30th to discuss FHWA Headquarter feedback on key questions identified at the Jan 18 meeting. A key question is whether all the Draft EIS (DEIS) analysis is still valid. Based on the DEIS Re-evaluation, most of the analysis is still valid; however, critical habitat is a new protected resource that was designated after the DEIS and therefore not analyzed in the DEIS. Moreover, no archaeological resource investigations were conducted as part of the DEIS, and thus any impacts were not identified and disclosed in the DEIS. These key considerations, along with knowledge that changes in resources and policies that guide environmental impacts have changed since the DEIS was published in 2001, led FHWA and ODOT to decide that a Supplemental Draft EIS (SDEIS) should be published.

- FHWA/ODOT suggested finalizing the Re-evaluation to document this decision.
- This conclusion would require that an updated/revised Notice of Intent (NOI) be issued to notify the public that a Supplement Draft EIS will be published.
- Port/WSP will propose a succinct format for the SDEIS that would re-use the DEIS technical work along with updates to address today's resource and policy requirements. The SDEIS would also notify the public of the intent to publish a joint FEIS/ROD.
- Assuming minimal changes would be needed for the FEIS, FHWA/ODOT support publishing an abbreviated format FEIS that includes the ROD. This is a minimal level of documentation that takes the form of an "errata sheet" to correct errors or show updates from the SDEIS.

Based upon this direction, WSP will be preparing a baseline schedule to be shared with the commission at the Feb. 19th meeting.

GOVERNMENT AFFAIRS UPDATE

Bridge Director attended a Jan. 24th Washington State Senate Transportation Committee hearing at the invitation of Sen. Curtis King. The hearing was for a "legislative concept" submitted by Chair Steve Hobbs (D-Lake Stevens) and included a reference to a "Bi-state Bridge Authority" for the I-5, Bridge of the Gods, and Hood River Bridges. Funding of \$100M was listed as a possible appropriation for the Hood River Bridge. This concept also

included an extensive list of new fees and taxes to generate several billion dollars to fund the concept, which is focused primarily on maintenance and preservation of transportation infrastructure.

Approximately 100 people testified. Individuals were labeled as “pro,” “con,” and “other”. The Port listed itself as “other” and commented on the prior work on bridge replacement that was facilitated by the SW Washington RTC and expressed an interest in the concept for providing an opportunity for Washington to be more active in bridge operations.

Every fifth speaker received a comment or two from committee members. King noted the strong collaboration between the Port and the communities in Klickitat County.

General consensus is that the chances of this concept being passed in its current form is near zero, but the Port’s government affairs consultant, Brad Boswell, noted that the fact that the bridge is on the Transportation Committee’s “radar,” with a specified funding level, is significant.

PUBLIC INFORMATION UPDATE

- Staff presented a project update to OneGorge on Jan. 23rd.
- WSP met with City of White Salmon, City of Hood River and Hood River County officials on Jan. 30th to discuss National Scenic Area permitting process.
- Staff will attend the Feb. 8th Hood River County/ODOT Transportation Committee Meeting.
- Staff will present a project update to Hood River City Council on Monday, Feb. 11th. Council may select a new representative to serve on the EIS Working Group at that meeting.
- Staff will attend and bring project display boards to *Gorge-ous Night* events in Salem (March 6th) and Olympia (March 19th).
- Staff will present a project update to Hood River Rotary on April 18th.
- Staff has inquired to the Region 1 Area Commission of Transportation (ACT) to request an opportunity to present project update in next few months. Jon Davies is a Hood River County private business representative to the ACT.
- The final push for surveys – including KIHR radio PSAs and posts to Port social media feeds – has resulted in over 350 surveys. Survey is now closed, and a report will be tabulated for future commission review.

OTHER PROJECT ELEMENTS

- Staff has received draft Traffic and Revenue (T&R) materials from Stantec and is currently reviewing with the Project Team. Staff is planning for a 1-2 hour work session in late February or March. EIS Working Group members will be invited.

- Staff has continued discussions with both DOTs on personal services contracts. ODOT will review all environmental memos/reports and WSDOT may review engineering and other reports. This is primarily driven by ODOT's staff availability and meant to keep the project moving forward.
- The December Invoice from WSP is attached.
- The EIS Working Group is reviewing dates for their next meeting, most likely in late February or early March.
- Staff is developing a budget and plan for an extra trip to Washington DC in 2019. This expense would not be eligible for ODOT reimbursement. Staff estimates that a three-night lobbying trip with six people attending would cost approximately \$15,000. Initial plans would include representatives from both sides of the Columbia, but this may not be feasible until July 2019.
- Commissioner Shortt met with Sen. Wyden briefly following his town hall meeting January 21. Staff has sent a thank you note to Jacob Egler, the Senator's regional area rep.
- Staff is preparing project budget proposals for FY 2019-20.

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*Ok to pay
Request
Bridge Replacement*

INVOICE

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

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

Jan. 28, '19

Invoice Date: January 24, 2019
Invoice No: 841311
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 05 PE 31Dec18

Services provided from December 01, 2018 to December 31, 2018

Summary of Costs by Top Task

Task Number	Task Name	Contract Value	Current Invoice	Previously Billed	Total Billed To Date	Contract Balance	Percent Invoiced
0	Direct Expenses	277,125.00	1,035.96	3,184.79	4,220.75	272,904.25	1.52 %
1	Project Management	382,625.00	8,837.63	67,400.73	76,238.36	306,386.64	19.93 %
2	Public involvement	283,620.00	17,008.90	64,615.64	81,624.54	201,995.46	28.78 %
3	Project Delivery Coordination	19,440.00				19,440.00	
5	Environmental	1,046,102.00	15,001.31	56,508.99	71,510.30	974,591.70	6.84 %
6	Engineering	836,578.00	3,004.10	6,335.24	9,339.34	827,238.66	1.12 %
7	Transportation	153,962.00	12,928.68	14,504.50	27,433.18	126,528.82	17.82 %
8	Permit Assistance	148,548.00	3,491.88	19,767.27	23,259.15	125,288.85	15.66 %
		3,148,000.00	61,308.46	232,317.16	293,625.62	2,854,374.38	9.33 %

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

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January 24, 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 #5: December 1, 2018-December 31, 2018

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:

- Held Community Meeting on December 10
- Completed and submitted Draft Re-evaluation and NEPA Charter to FHWA and ODOT
- Please see following table for detailed progress summary by task

II. Issues encountered:

- Federal government shut down includes the USCG Bridge Program; no coordination can occur.

III. Decisions or actions pending:

- Decision on the specific NEPA documentation is pending further input from FHWA and ODOT once the environmental technical analyses are updated. Anticipate a decision in April 2019.

Sincerely,

WSP USA, Inc.

A handwritten signature in blue ink that reads "Angela J. Findley". The signature is written in a cursive, flowing style.

Angela J. Findley, PMP
Project Manager

Detailed Progress Summary by Task
Work Performed: December 1-31, 2018

TASK 1. PROJECT MANAGEMENT

1.1 Project Management and Coordination

- Coordinated with Port and project team.
- Updated the detailed and overview project schedule.

Work Scheduled for Next Month:

- *Continue coordination with Port and project team.*
- *Develop a project change log to capture scope and budget changes.*
- *Update schedule.*

1.2 Client Progress Meetings

- Prepared for and facilitated a client progress meeting on December 19.
- Prepared and distributed the action items log.

Work Scheduled for Next Month:

- *Prepare for and facilitate client progress meeting on January 18.*

1.3 Consultant Team Meetings

- Prepared for and facilitated a consultant team meeting with project task leads on December 13.

Work Scheduled for Next Month:

- *Prepare for and facilitate Consultant team meeting on January 24.*

1.5 Risk Management

- No activity this period.

Work Scheduled for Next Month:

- *Update Risk Management Plan as needed.*

TASK 2. PUBLIC INVOLVEMENT

2.1 Public Involvement Plan and Task Coordination

- 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

- Finalized and submitted the final media release, fact sheet (English and Spanish) and e-newsletters to the Port.

Work Scheduled for Next Month:

- *No activity planned.*

Detailed Progress Summary by Task
Work Performed: December 1-31, 2018

2.4 Social Media, Digital Ads and Videos

- Finalized and submitted social media content and digital ads to the Port and news outlets.

Work Scheduled for Next Month:

- *Coordinate with Port on social media content and digital ads to support the online survey.*

2.5 Project Website Support

- Coordinated with Port on website troubleshooting.
- Prepared and submitted final website content to support the December community meeting.

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)

- Reviewed the meeting summary prepared by the Port.

Work Scheduled for Next Month:

- *Prepare strategy for Working Group Meeting #2.*

2.7 Stakeholder Working Group

- No activity.

Work Scheduled for Next Month:

- *No activity planned.*

2.8 Public Open Houses

- Completed all coordination of staffing, materials, logistics for the community meeting with the Port and Consultant team.
- Attended and facilitated the community meeting on December 10.
- Prepared a draft community meeting summary.

Work Scheduled for Next Month:

- *Finalize the community meeting summary.*

2.9 Public Comments

- No activity this period.

Work Scheduled for Next Month:

- *Update the mailing list to include community meeting attendees.*

Detailed Progress Summary by Task
Work Performed: December 1-31, 2018

2.10 Community Outreach Events

- Began planning and scheduled two community outreach events.

Work Scheduled for Next Month:

- Complete preparation of materials and host two community outreach events (tabling at Hood River Wal-Mart and White Salmon Harvest Market).
- Prepare summary of event.

2.11 Environmental Justice

- Developed an EJ outreach plan.
- Scheduled first EJ outreach event.

Work Scheduled for Next Month:

- Complete preparation of materials and attend first EJ event (Latinos en Accion leadership meeting).
- Prepare summary of event.

2.12 Status Reports

- Prepared and submitted a final December status report on December 12.

Work Scheduled for Next Month:

- Prepare the January/February status report.

TASK 5. ENVIRONMENTAL

5.1 Environmental Study Plan and Coordination

- Coordinated with environmental team and other task leads to progress environmental tasks

Work Scheduled for Next Month:

- Continue coordination with environmental team and other disciplines

5.2 Agency Coordination

- Prepared a draft charter for FHWA, ODOT, Port and WSP roles/responsibilities in delivering NEPA; submitted to FHWA, ODOT and Port on December 30
- Scheduled a follow-up meeting for January 18 with FHWA, ODOT and the Port Prepared materials for a project kick-off meeting with WSDOT.

Work Scheduled for Next Month:

- Attend and facilitate a kick-off meeting with WSDOT on January 3
- Revise the charter for FHWA, ODOT, Port and WSP roles/responsibilities in delivering NEPA per comments received.
- Prepare a meeting summary for the January 18 meeting with FHWA, ODOT and the Port

Detailed Progress Summary by Task
Work Performed: December 1-31, 2018

5.4 Technical Reports, Memoranda and Study Updates

- No work this period.

Work Scheduled for Next Month:

- *Prepare for and host a kick-off meeting for environmental technical leads.*

TASK 6. ENGINEERING

6.1 Engineering Coordination

- 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*

TASK 7. TRANSPORTATION

7.1 Methodology Memorandum

- Incorporated ODOT's review comments and prepared a Revised Draft. Transportation Methodology Memorandum to ODOT and WSDOT's final review.

Work Scheduled for Next Month:

- *Incorporate ODOT's and WSDOT's review comments and submit Final Transportation Methodology Memorandum.*

7.2 Data Review and Collection

- Continued collecting and reviewing traffic data.

Work Scheduled for Next Month:

- *Complete data review.*

7.3 Existing and Future No Build Conditions

- Continued developing the existing conditions.
- Began developing future no build conditions.

Work Scheduled for Next Month:

- *Complete analysis of existing conditions.*

7.6 Tolling/Revenue Coordination

- Held conference call with the Port and Stantec on December 21 to coordinate traffic forecasting assumptions, sketch-level tolling and revenue analysis, and future toll rate development to support NEPA

Work Scheduled for Next Month:

- *Coordinate with Port and Stantec as needed.*

Detailed Progress Summary by Task
Work Performed: December 1-31, 2018

TASK 8. PERMIT ASSISTANCE

8.1 Permit Plan and Coordination

- Incorporated and submitted Revised Draft Permit Plan for Port.

Work Scheduled for Next Month:

- *Update Permit Plan as new information is obtained.*

8.3 US Coast Guard Permit

- Followed up and received response from USCG on the Draft Bridge Project Initiation Request
- Began developing plan for the Navigation Impact Report, including the contact list and survey questions
- Coordinated with Lower Harbor Safety Committee to schedule a presentation date

Work Scheduled for Next Month:

- *Continue developing the contact list and survey questions for the Navigation Impact Report*

8.5 US Army Corps of Engineers Permits

- Coordinate with the USACE as needed

Work Scheduled for Next Month:

- *Continue to follow up with the USACE as needed.*

Executive Director's Report

February 5, 2019

Staff & Administrative

- The FY 19/20 budget preparation schedule is attached. In particular, please note the key dates of April 2 for the Spring Planning Work Session (Budget Committee invited) and May 7 for the Budget Committee meeting. Both meetings will begin at 12:00 and are planned for regularly scheduled Commission meeting days.
- The updated draft agenda for the Commission's Strategic Planning Retreat is attached. Any additional input from Commissioners is welcome before it is finalized.
- The Economic Development Group (EDG) has completed the attached list of 2019 Hood River County economic development priority projects as part of the annual Community Economic Development Strategy (CEDS). The CEDS list is primarily used to demonstrate priority projects for potential funding by the EDA. The list will now be forwarded to the Hood River County Commission for their consideration and approval.
- The 2019 Oregon Legislative Session has begun. Attached is a summary of activities prepared by Thorn Run and a list of bills they are tracking for us.
- The PNWA Regional Meeting for the Lower Columbia will be held on February 26 in Portland. Commissioners Everitt and Shortt will attend on behalf of the Port.
- The SDAO Annual conference takes place in Sunriver this week, Thursday – Sunday Feb. 7-10. Commissioners Meriwether and Streich, Genevieve Scholl and myself are scheduled to attend.
- Save the Date cards for the "Gorgeous Nights" are enclosed. Please let Genevieve know if you plan to attend the Salem event. Shuttle service is available.

Recreation/Marina

- Facilities staff has been engaged in a rigorous effort to complete a wide variety of maintenance and cleaning tasks in the Marina. Many of the tasks were identified in a walk-through with Waterfront Manager Daryl Stafford and Commissioner Shortt.
- I have informed Hood River Valley Parks & Recreation Director Mark Hickock that we will be unable to utilize the SDC grant funds that had been approved for the Nichols Basin Modular Dock. The funds cannot be used for the new ramp, the last remaining piece of the project.
- Several trees and branches fell onto the Hook Access Road on January 24. The road was closed for the day for removal.

- The Hood River Yacht Club (HRYC) has taken over the direction of the HRVHS Sailing team. They are making this change to better leverage resources and people-power. The HRYC and the Junior Sailing Program are in negotiations to merge forces as well. Daryl is working with all three parties to craft new contracts.
- The Local Grind restaurant at the Event Site has sold their food cart, and the new owner is Ronda Bresin. Ms. Bresin has renamed the cart “The Downwinder” and will offer a similar menu. Ms. Bresin has years of experience owning and managing a vineyard in Underwood and staff is looking forward to working with her. A new concessionaire contract has been executed.

Development/Property

- Staff anticipates the Urban Renewal Board work session regarding Lot #1 will be postponed to April. The change was primarily based on member availability.
- EcoNorthwest has commenced the market analysis for Lot #1. Much of their findings will be based on a series of interviews with local businesses, developers, and brokers. Staff anticipates completion in mid-March.
- Art of Community sponsored their semi-annual BIG ART Selection discussion on January 30. The meeting was intended for art sponsors to review slides of all the potential art pieces, hear people's impressions and narrow down their preferences. Daryl Stafford attended on behalf of the Port.
- Staff received comments from DSL regarding the 2nd submission for an In-Lieu Fee wetland permit for the Lower Mill property. DSL offered to review the specific sections wherein there were questions. That permit application was resubmitted on February 1st. DSL has 30 days to get comments back or a permit issued.
- Staff is working through a couple of final issues regarding the Lower Mill redevelopment site. The minor partition application was submitted on February 1 to split off the two small parcels and scales from lot 1015. A septic tank vault is being removed. A fire hydrant will need to be relocated to accommodate the west site entrance. Staff expects to present a contract for Commission approval for this work in the coming month.
- The DEQ has issued a preliminary permit for the dirt relocation from the Lower Mill site to the airport. The final permit has not been issued, but DEQ gave staff the approval to move forward with the project, final permit pending.
- Staff has been working with legal counsel to revise the utilities and maintenance clause in the building lease template to allow for CAM charges and move the Port to a NNN lease structure. This transition will occur slowly as leases renew.

Airport

- Groat Brothers is substantially complete with moving the stored soil/wood stockpile from the Lower Mill site to the airport. This was a very challenging project on many levels, and Anne Medenbach and John Mann should be commended for its successful completion.

- Staff and Century West participated in a kick-off meeting with the FAA for the North Ramp Rehabilitation Project on January 29. Staff will now move forward with a third-party fee estimate, then an engineering contract for Commission approval.
- Farmers Irrigation District (FID) will be storing the irrigation pipe needed for the ConnectVI project on the west side of the north hangars, adjacent to Tucker Road within the next month.
- Staff is hosting a meeting with residents of Jeanette road at WAAAM on Friday, February 8th at 4:00 PM to discuss the ConnectVI project and any impacts to them during and after construction.
- Staff is moving through County land use approvals for the ConnectVI project and the engineers have secured approvals of the plans from the various agencies. An invitation to bid will be issued in February.
- The third wetland fill permit application for the ConnectVI project was submitted to DSL and USACE on January 28th. Both agencies have 30 days to respond with comments.

Bridge/Transportation

- There was a full closure of the Hood River-White Salmon Interstate Bridge on Friday, February 1, 2019 beginning at 5:00 a.m. for lift span electrical and mechanical systems testing.
- A project schedule for repairs to the Lift Span Thru-Truss has been prepared that would have work being carried out in May and June. The project also includes repair of a floor beam and other repairs that were identified in the 2018 Fracture Critical inspection. The work will require many days of single-lane closures unless overnight work is done with full-lane closures requiring fewer work days. This is a discussion item on the agenda.
- Facilities staff has noted cottonwood trees on the west side of the north approach ramp that may be susceptible to fall within the roadway. Staff retained Terra Surveying to survey the property lines before determining how best to remove the trees.
- On January 23, a large truck scraped against the guardrail in the northbound lane for the entire length of the bridge. There was no metal ripped out into the traffic lane, but the truck's lug nuts left holes and damaged rail all the way across except on the lift span where there is a rub rail. The truck license plate was not visible on the video. An impact like this creates concerns about the integrity of the vertical steel posts that support the guard rail and is a reminder of the benefits of a rub rail.



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FY 19/20 Budget Schedule

FINAL: January 25, 2019

Task	Lead	Date
Preparation		
• Allocated Labor Matrix	Fred	January 15
• Update 10-Yr. Model	Fred	January 22
• Staff Recommendations *	All	February 8
• Draft 19/20 10-Year Model Update	Fred	February 22
• Balancing	Fred	March 15
• Final 10-Year Model	Fred/Michael	March 22
• Spring Planning Packet Completion	All	March 28
Review		
• Spring Planning		April 2
• Budget Committee		May 7
Adoption		
• Hearing		June 4
• Adopted		June 18

* See Attached Staff Assignments

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Port of Hood River
Strategic Planning Retreat
 February 13, 2019
 9:00 a.m. - 3:00 p.m.
 Columbia Gorge Hotel

Attendees: Commissioners Everitt, Meriwether, Sheppard, Shortt, and Streich. **Staff:** Michael McElwee, Exec. Dir., Fred Kowell, C.F.O., John Mann, Facilities Manager, Anne Medenbach, Property Manager; Genevieve Scholl, Communications Manager; Jana Scoggins, Finance Specialist; Daryl Stafford, Waterfront Manager; Jerry Jaques, General Counsel.

Facilitator: Heidi Venture, Heidi Venture Consulting, LLC

AGENDA

- | | | | |
|--------------|--|------------------|-------------|
| I. | Call to Order | (5 Min.) | Streich |
| II. | Overview & Objectives | (10 min.) | Facilitator |
| III. | Background (Warm-up) | (45 Min.) | Staff |
| | a. <i>Port Roles/Responsibilities</i> | | |
| | b. <i>2013-2018 Strategic Plan</i> | | |
| | c. <i>2017 Future Planning Retreat</i> | | |
| IV. | Current Conditions/Future Trends | (60 Min.) | Commission |
| | a. <i>Current Economic Conditions – Presentation by Dallas Fridley, Oregon State Economist</i> | | |
| | b. <i>Discussion</i> | | |
| | i. <i>ORS 777 Review and other regulatory issues</i> | | |
| | ii. <i>Academic / Workforce Development</i> | | |
| | iii. <i>Political climate – local, state, and federal</i> | | |
| | iv. <i>Demographic influences and population changes</i> | | |
| | v. <i>Industrial/Commercial sector conditions and trends</i> | | |
| | vi. <i>Technology and Innovation – forces in the marketplace</i> | | |
| | vii. <i>Agriculture – state of the industry</i> | | |
| V. | LUNCH | | |
| VI. | Alternative Futures | | |
| | A. <i>Current Bridge vs Replacement Bridge Scenarios/Intersects</i> | (90 min.) | Commission |
| | - <i>See Attached Questions.</i> | | |
| VII. | Summary Discussion/Observations | (30 Min.) | All |
| VIII. | Next Steps – Priority Tasks | (30 Min.) | |

Alternative Futures Discussion Questions

Existing Bridge Remains in Operation for 20+ Years

- Does the mission or objectives of the Port change over the next 20 years? If so, how?
- Which, if any, the Port's current functions or responsibilities do you see terminated or transferred to others? What new functions or responsibilities do you see added to the Port?
- What changes to Port policies do you envision? What new Port policies do you foresee?
- What changes to the size and structure of the organization are envisioned?
- How will the Port functions be funded? What changes to existing revenue sources are envisioned? What, if any, new revenue sources should be sought?
- What new strategic partnerships should be pursued?
- What steps need to be taken, and when, for the Port to successfully evolve over the next twenty years?
- What steps must the Port take in the short-term to implement this 20-year vision of the Port in the face of the uncertain future of the replacement bridge? What steps should not be taken due to the on-going work for the replacement bridge?

Bridge is Replaced in 6-10 years

- Does the mission or objectives of the Port change over the next 20 years? If so, how?
- Which, if any, the Port's current functions or responsibilities do you see terminated or transferred to others? What new functions or responsibilities do you see added to the Port?
- What changes to Port policies do you envision? What new Port policies do you foresee?
- What changes to the size and structure of the organization are envisioned?
- How will the Port functions be funded? What changes to existing revenue sources are envisioned? What, if any, new revenue sources should be sought?
- What new strategic partnerships should be pursued?
- What steps need to be taken, and when, for the Port to successfully evolve over the next ten years? Twenty years?

Memorandum

Date: January 25, 2019
To: Hood River County Board of Commissioners
From: Amanda Hoey, MCEDD Executive Director
Re: Hood River County Economic Development Ranking

Request

Adopt a prioritized list of 2019 economic development projects for incorporation to the updated regional Comprehensive Economic Development Strategy.

Overview

Annually the Hood River County Board of Commissioners prioritizes a list of economic development projects in the County. These projects focus on the key economic development infrastructure needs of the County. Prioritized projects are then also provided to Mid-Columbia Economic Development District for inclusion in the region’s Comprehensive Economic Development Strategy. The MCEDD Board of Directors will meet on March 28, 2019 to consider the regional ranking of projects as derived from the County lists. The annual review of projects provides an opportunity for jurisdictions to inventory and develop consensus regarding high priority economic development projects. Prioritization supports projects in seeking and leveraging new funds and to provide attention from policy makers.

In January, the Hood River Economic Development Group met to review the 2019 list of projects from around Hood River County submitted by the County, City of Hood River, City of Cascade Locks, Port of Hood River and Port of Cascade Locks. The group developed a proposed ranking for consideration and adoption by the Board of Commissioners. They have recommended the following priority order:

Draft Rank	Project Name	Description (as submitted by Project Sponsor)
1	Hood River Interstate Bridge Replacement	A new, replacement bridge is needed to improve and ensure multi-modal transportation of people and goods across the Columbia River between the communities of Bingen and White Salmon in Washington, and Hood River in Oregon. The Port of Hood River is seeking funding to complete the final engineering for a replacement bridge. Total Cost: \$250 million.
2	Bridge of the Gods Maintenance	Maintenance of the Bridge of the Gods. Total cost: \$78,670,000. (Include \$600,000 in Bridge Fix-It funds over six years). Includes: a) WaNaPa and Toll Booth Road intersection traffic circle \$1,690,000. (Signalized intersection if \$2,709,000.) b) Design and construction of Pacific Crest Trail link across the river adjacent to the Bridge. \$28M.
3	Housing	Engage in projects and feasibility analysis to develop critically needed affordable and workforce housing in the City of Hood River and Hood River County.
4	Safe Routes to School- 13th/May	Support for Safe Routes to Schools application to address needs around May Street and 13 th .

5	Cascade Locks Substation	The City of Cascade Locks is on the brink of rapid expansion in the Port of Cascade Locks Industrial Park. The City is able to provide the power for the first few new industrial customers. For the longer term the City needs to purchase the existing Bonneville Power Administration (BPA) substation and expand it to provide the power needs for 2017 and beyond. Total project cost: \$6.3 million
6	Treatment of Biosolids/Sludge	Create additional storage to digest sludge composition. Address the Total Maximum Daily Load issues experienced by Odell Sanitary.
7	Cascade Locks Flex Buildings 5/6	Construct Flex Buildings 5 and 6 to create new jobs in the community. Total cost: \$8M
8	Hood River Lot 1	For Lot 1 to be viable for development, significant improvements are needed to roads and utility systems. In 2016, a collaborative effort between the Port of Hood River, the City of Hood River, the public resulted in preparation of a Long-Term Plan for Lot 1 which described the public goals, urban design principles, and overall concept for future development of Lot 1. Construction of infrastructure - specifically, water, sewer, and public streets - is necessary to prepare the site for industrial development to meet job creation and economic development goals. The current street layout is insufficient to accommodate the increased traffic that is expected with development. Existing utility infrastructure must be relocated. This project specifically targets utility relocation, streets, curbs and parking as well as storm water improvements that are necessary to move development forward. Total Project Cost estimate- \$8,319,050
9	I-84 Exit 62/Cascade Ave Improvements	Construct second westbound lane from Mt. Adams, to I-84 eastbound terminal. Total Cost: \$1.306 million.
10	I-84 Exit 63 Interchange Improvements	Miscellaneous improvements to facilitate access to growing light industrial area at the waterfront and downtown Hood River. 2nd street improvements plus westbound and eastbound ramp improvements. Total cost \$10.043.

Attachment:
Additional projects submitted for consideration of ranking

The following projects were also submitted for consideration of ranking and are presented in no particular order, with an opportunity to include all or part of those listed as “additional priority projects.”

Project Name/ Sponsor	Description
Wetlands Bank	Form of a wetland bank in Hood River, using a linear concept combined with spot mitigation areas. There is potential to leverage additional types of credits such as flora and fauna habitat, forest and recreation needs and incorporate those into linear locations. Following creation of a steering committee, work with a third party consultant versed in wetland bank legal structures and physical needs may be hired to carry out the Scope of Work. Estimated cost for pre-feasibility TA: \$20K-40K
Irrigation Efficiency Upgrades	Support Irrigation efficiency upgrades throughout the valley to improve the viability of farms in the area. Upgrade the distribution systems. Likely Oregon Water Resources Water Supply and Storage application in this year for East Fork Irrigation District to update open canals to pipe and improve efficiencies,
Water Storage Infrastructure (Mid-Valley Reservoir and Pipeline Expansion with Crystal Springs Water District)	The district has aging infrastructure and cost projects that present difficulties in affordability of service and construction. The primary issue to resolve with this project is maintaining adequate water pressures in the Odell region of the valley. A 500,000 gallon reservoir and installation of 18,600' of pipeline would help with the flow restrictions, and create fewer restrictions for development of industrial properties in the Odell area. Total cost: \$4.4 million.
Kingsley Reservoir Campground Replacement/ Construction (Hood River County)	An aspect of the Kingsley Reservoir expansion is replacing the existing campground. In light of existing demand, an initial concept is to design and develop a new campground with a compliment of facilities necessary to support the popularity and variety of use at the site. <i>(Project sponsor note: Want to keep on the list but it does not need to be a priority as it is still going through permitting issues. May go for grant funds from the state via OPRD in the next year.)</i>
Railroad Quiet Zone (City of Cascade Locks)	Upgrade the Herman Creek Lane at grade crossing and apply for Train Horn Quiet Zone status through Federal Railway Administration. Total Project Cost: \$25,000
Transportation Improvements (City and Port of Cascade Locks)	<p>City of Cascade Locks Submitted:</p> <ol style="list-style-type: none"> 1. Forest Lane/WaNaPa Roundabout: Upgrade the intersection of WaNaPa Street and Forest Lane for aesthetic welcome to the City and safety improvements reducing speed of vehicles coming off of west bound I-84. Total Project Cost: \$2 million 2. WaNaPa/Tollhouse Road Roundabout: Upgrade the intersection of WaNaPa Street and Tollhouse Road for aesthetic welcome to the City and safety improvements reducing speed of vehicles coming off of east bound I-84. Total Project Cost: \$2 million 3. Forest Lane Reconstruction: The City needs to rebuild Forest Lane from WaNaPa Street to I-84 overcrossing (10,000 feet) with

	<p>sidewalks on at least one side, curbs and gutters, bike lanes, signage, and paving. Total project cost: \$7 million</p> <ol style="list-style-type: none"> 4. Gravel Pit Road Rebuild: Rebuild Gravel Pit Road from Forest Lane to the UPRR at grade crossing including upgrading the crossing. The road would include sidewalk on the west side, curbs and gutters for a full width (24 foot) Street. Total project cost: \$1.75 million 5. Herman Creek Lane Rebuild: Rebuild Herman Creek Lane from Forest Lane to Attwell Lane (865 feet) with a sidewalk on the west side, curbs and gutters for a full width (24 foot) Street. Total project cost: \$650,000 6. Build Atwell Lane: Construct Attwell Lane from Herman Creek Lane to the Gravel Pit (540 feet) with sidewalk on one side, curbs and gutters for a full width (24 foot) Street. Total project cost: \$400,000 7. Cascade Locks Truck Route Improvements: This project seeks to add a west bound on ramp at this intersection allowing trucks to easily come into and out of the Business Park and access I-84 heading west, as well as widen and rebuild Forest Lane/Frontage Road from Cramblett Way to Exit 47 for trucks. East bound trucks on I-84 would also be able to come through the State Weigh Station, access the frontage service road immediately south of I-84 and travel to the Cascade Locks Business Park with this project. Additional improvements would be incorporated on surface streets to accommodate these access points effectively and safely. Total project cost: \$20 million 8. I-84 Full Interchange Access: Total project cost: \$120 million <p>Port of Cascade Locks submitted Transportation Enhancements.</p> <ol style="list-style-type: none"> 1. Frontage Road Improvements \$14,270,000. 2. Diamond interchange at Wyeth \$28,000,000. 3. Forest Lane street improvements \$10,000,000. 4. Forest Lane and Cramblett Way intersection \$4,598,000. 5. Emergency community escape route in case of fire or other disaster- \$2M. 6. Marine Park Pedestrian Overcrossing \$5M.
<p>Recreation Facilities and Enhancements (Port of Cascade Locks)</p>	<p>Enhancements to the Business Park to serve the growing recreational facility needs and to meet the demand of ever increasing tourists and recreationalists. Includes hiking, biking, nature center, fishing areas, marina, sailing facilities, parking areas, disc golf etc. Total cost: \$2 million.</p>
<p>Historic Preservation (Port of Cascade Locks)</p>	<p>Historic preservation enhancements to historic buildings in Marine Park \$1million</p>

**THORN RUN PARTNERS**

GOVERNMENT RELATIONS

Port of Hood River Legislative Report: Week One

Oregon's 2019 Legislative Session formally began on Monday, January 14th as the Governor was inaugurated for her final term and new and returning legislators were sworn into the 80th Legislative Assembly. The Senate and the House together introduced nearly 1,500 pre-session filed bills. The session unofficially began on Tuesday of this week as Committees began to meet and consider legislation. Democratic Leadership released their caucus agendas and identified four major priorities: cover the Medicaid gap; raise significant revenue for schools; pass a carbon regulation regime; provide housing affordability relief. Each of these is a significant and extensive undertaking for the Legislature and achieving all four will consume much of the Legislature's time in 2019 – with likely political fireworks along the way.

Most committee action was either informational hearings that provided members context for the subjects within the Committee's jurisdiction, or public hearings on non-controversial bills. The Joint Student Success Committee (the Committee tasked with preparing a school funding revenue proposal) announced membership for three subcommittees. Hundreds of additional bills were introduced, and the ongoing federal government shutdown and release of the newest high school graduation rates flavored the tone of the legislative week. Next week, the Ways and Means Subcommittees will start their first round of examinations of the agency budgets within their jurisdiction and most policy committees will continue informational hearings and working through non-controversial bills.

Highlights from Week 1:

- 1. Joint Transportation Committee.** For the 2019 session, the House Transportation Policy Committee has been dissolved and the Senate Business and Transportation Committee has become the Senate Business and General Government Committee. This means that moving forward, all transportation issues will be handled by the Joint Transportation Committee, which continues to be Co-Chaired by Rep. McKeown and Sen. Beyer. The Joint Committee held its first hearing on Wednesday, 1/23, which featured an overview the projects funded by HB 2017 (the 2017 transportation packaged) provided by ODOT. The Port of Hood River's EIS is listed on a [list of HB 2017](#) projects that ODOT provided. ODOT's presentation included a briefing on tolling, but it did not provide any new information since the last briefing that ODOT provided in December. Sen. Frederick shared the concerns that low-income communities in his district have about the cost of tolling on I-5 and I-205.

Looking to Next Week:

- 1. Joint Transportation Committee.** ODOT's update on HB 2017 projects will continue on 1/28, and we will monitor for information relevant to the Port of Hood River.



THORN RUN PARTNERS

GOVERNMENT RELATIONS

2. **Introduced bills.** Hundreds of bills get introduced during the early weeks of the session, and we will continue to review these bills and flag those that may be relevant to the Port.
3. **Bill hearings.** None of the bills that the Port is tracking are scheduled for hearings next week.

TO DO:

1. We have incorporated your feedback and comments on the list of bills we are tracking for the Port and updated that list accordingly. Please review the updated bill tracking list (attached) and let us know if you have any additional feedback or changes.



Port of Hood River Updated Bill Tracking list

Report Date: January 27, 2019

Bill Name	Bill Sponsor	Current Committee	Position	Priority	Next Hearing
HB 2177	Pre-session filed (at the request of House Interim Committee on Economic Development and Trade)	Economic Development (H)	Not Reviewed	No Priority	

Relating to ports.

Directs Oregon Business Development Department to study and make recommendations regarding state laws governing ports. Requires department to submit report on findings by January 1, 2021.

1/25/2019 - No Idea. 1 or 3. Take cue from Mark Landauer. - McElwee

HB 2411	Pre-session filed (at the request of House Interim Committee on Business and Labor for NW Credit Union Association)	Business and Labor (H)	Neutral	3	
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Relating to swiping documents issued by the Department of Transportation; amending ORS 807.750.

Allows financial institutions, after obtaining person's permission, to swipe person's driver license or identification card for purpose of establishing or maintaining contract or account.

1/25/2019 - Don't know enough about how issue applies to POHR. This is NOT on OPPA watch list. - Greenwood

HB 2468	Pre-session filed (at the request of House Interim Committee on Judiciary)	Judiciary (H)	Support	1	
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Relating to landowner liability to certain additional classes of persons; amending ORS 105.676 and 105.682.

Immunizes landowner from claims by invitees, guests, permittees and licensees who, free of most charges, use the land for certain recreational, resource and outdoor purposes.

1/25/2019 - Is this for public or private landowners? - Greenwood

HB 2503	Rep Bonham; Rep Helm; Rep Helt; Rep Lewis; Rep Marsh; Rep Williams; Sen Dembrow; Sen Roblan; Sen Thomsen (Pre-session filed) (at the request of Oregon Outdoors, Oregon State Sheriffs' Association, Mt. Hood Meadows, Oregon Restaurant and Lodging Association)	Veterans and Emergency Preparedness (H)	Support	1	
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Relating to search and rescue operations.

Directs Office of Emergency Management to study and make recommendations regarding funding of search and rescue operations. Requires office to submit report on findings by January 1, 2021.

1/25/2019 - Not on OPPA watch list. - Greenwood



Port of Hood River Updated Bill Tracking list

Report Date: January 27, 2019

Bill Name	Bill Sponsor	Current Committee	Position	Priority	Next Hearing
HB 5039	Presession filed (at the request of Oregon Department of Administrative Services)	Ways and Means (J)	Support	3	
<p>Relating to the financial administration of the Department of Transportation; and declaring an emergency.</p> <p>Appropriates moneys from General Fund to Department of Transportation for certain biennial expenses.</p> <p>Limits certain biennial expenditures from fees, moneys or other revenues, including Miscellaneous Receipts and certain federal funds, but excluding lottery funds and other federal funds, collected or received by department.</p> <p>Limits certain biennial expenditures by department from other federal funds.</p> <p>Limits certain biennial expenditures by department from lottery moneys.</p> <p>Authorizes specified nonlimited expenditures.</p> <p>Declares emergency, effective July 1, 2019.</p>					
HB 5040	Presession filed (at the request of Oregon Department of Administrative Services)	Ways and Means (J)	Neutral	5	
<p>Relating to the financial administration of the Department of Transportation; and declaring an emergency.</p> <p>Approves certain new or increased fee adopted by Department of Transportation.</p> <p>Declares emergency, effective July 1, 2019.</p> <p>1/25/2019 - Not on OPPA watch list. - Greenwood</p>					
HB 5041	Presession filed (at the request of Oregon Department of Administrative Services)	Ways and Means (J)	Neutral	5	
<p>Relating to the financial administration of the Department of Transportation; and declaring an emergency.</p> <p>Approves certain new or increased fees adopted by Department of Transportation.</p> <p>Declares emergency, effective July 1, 2019.</p> <p>1/25/2019 - Not on OPPA watch list. - Greenwood</p>					
SB 59	Presession filed (at the request of Governor Kate Brown for Department of Transportation)	Transportation (J)	Support	3	
<p>Relating to funding Connect Oregon transportation projects; and declaring an emergency.</p> <p>Authorizes issuance of lottery bonds for Connect Oregon.</p> <p>Declares emergency, effective on passage.</p>					
SB 219	Presession filed (at the request of Governor Kate Brown for Office of the Governor)	Business and General Government (S)	Support	3	
<p>Relating to the Regional Infrastructure Fund; creating new provisions; and amending section 3, chapter 786, Oregon Laws 2013.</p> <p>Includes federally recognized Indian tribes located in this state among parties to whom Oregon Business Development Department may provide grants from Regional Infrastructure Fund.</p>					



Port of Hood River Updated Bill Tracking list

Report Date: January 27, 2019

Bill Name	Bill Sponsor	Current Committee	Position	Priority	Next Hearing
1/25/2019 - Neutral & 1. would this potentially pull funding away from Ports? Not on OPPA watch list. - Greenwood.					
SB 291	Sen Hansell; Sen Johnson (Pre-session filed)	Business and General Government (S)	Neutral	5	
Relating to the Emergency Conflagration Act. Allows governing body of county, city or district to authorize persons to exercise authority regarding Emergency Conflagration Act. Prohibits refusal or limitation of response under Emergency Conflagration Act based on lack or scarcity of structures in vicinity of fire.					
1/25/2019 - Not on OPPA watch list. - Greenwood					
SB 341	Sen Baertschiger Jr (Pre-session filed)	Judiciary (S)	Neutral	5	
Relating to recreational immunity; creating new provisions; and amending ORS 105.688. Provides for immunity for landowner arising out of use of land for hunting, even if landowner charges for permission to use land for hunting.					
1/25/2019 - Support & 3. - Greenwood					
SB 413	Rep Lively; Rep McLane; Rep Noble; Sen Beyer; Sen Johnson (Pre-session filed) (at the request of former Representative Richard Vial)	Transportation (J)	Support	3	
Relating to transportation. Authorizes governing bodies of cities and counties to jointly form district for purposes of acquisition, design, construction, reconstruction, installation, operation, maintenance and repair of limited-access public highway projects within district boundaries. Specifies powers of district. Provides civil penalty and collection mechanism for failure to pay toll established by limited-access public highway project district on tollway project. Requires county that receives application for limited-access public highway project submitted by limited-access public highway project district to review and approve application subject only to standards for construction of highways as prescribed by Department of Transportation. Prohibits county from denying application based on finding that project is inconsistent with local intergovernmental agreement or law limiting use or development of land designated rural reserve.					
1/25/2019 - Not on OPPA watch list. - Greenwood					

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Commission Memo



Prepared by: Daryl Stafford
 Date: February 5, 2019
 Re: Hood River Yacht Club Lease

The Hood River Yacht Club (“HRYC”) has been a tenant of the Port since 2012. HRYC leases the south half of the building (839sq.ft.) for club activities, and the fenced storage yard (6340 sq.ft.) for boat storage.

In September 2018, the Commission approved an Addendum to extend the lease through January 15, 2019. The previous lease had expired on June 30, 2017 and had been in holdover status per Section 19 of the lease since that date.

Since July 2015 the Port has made capital investments in the building including painting the exterior and interior and replacement of the gutters.

Staff has reviewed expenses for the portion of the building that the HRYC rents (839sq ft) and suggests the following increases:

HRYP- 839 sq. ft.	2015-2017	2019-2020
Rate per Sq ft	\$0.62	\$.072
Rate per Month	\$520	\$600.94
Electric / Water per month	\$50	\$95

RECOMMENDATION. Approve Lease with Hood River Yacht Club for the HRYC Building in the Marina Park.

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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 **HOOD RIVER YACHT CLUB, INC.**, hereinafter referred to as "Lessee."

1. **Description.** In consideration of the covenants of the parties, Lessor leases to Lessee approximately 839 square feet of space in Lessor's building commonly known as the Port Maintenance ("Building") and adjoining 6,340 square feet of fenced yard, located at the Hood River Marina (collectively, "Leased Premises").

Building Address: Port Maintenance Building
Hood River Marina
Hood River, OR 97031

Approximate Square footage: 839 f. building + 6,340 s.f. yard area

The Leased Premises are identified in the attached "Exhibit A."

2. **Term:** Lease

Commencement Date: January 15, 2019

Lease Expiration Date: January 15, 2021

The lease term shall be for the period commencing on **January 15, 2019** and continuing through **January 15, 2021**.

3. **Rental Rate**

Monthly Rent for the Leased Premises will be the following Monthly Base Rates, plus the applicable Consumer Price Index (CPI) Rate Adjustment, as set forth below:

<u>Space</u>	<u>Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly: Base Rate</u>
Building	839	\$0.72	\$600.94

All rental amounts are payable in advance on the first day of each month, beginning on the date Lessee is entitled to occupy the Leased Premises. 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.

Starting on January 15, 2019 and occurring annually thereafter, including any extensions of this lease, monthly 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 (CPI) for the most recent 12-month period for which a published CPI is available. The CPI figure will be taken from the index entitled CPI-U for Portland, OR - all items and major group figures for all urban consumers, or, if such index is unavailable, will be taken from a similar index published by the United States Bureau of Labor Statistics. However, in no event will the annual increase be less than 1 percent or more than 5 percent.

4. **Use.** Lessee shall use the Leased Premises for yacht club and other community-based club's membership meetings, marine and safety instruction, dry land vessel storage, and for activity reasonably related thereto. The Leased Premises shall not be used for any other purposes without the written consent of Lessor.
5. **Taxes.** Lessee shall pay all taxes on its personal property located on the Leased Premises. Lessee shall pay all real property taxes of governmental units assessed against the Leased Premises, and all real property taxes assessed against all inside and outside common areas of the building based on the amount of lease space occupied by Lessee as a percentage of the total lease space in the building. Lessee shall pay all such real property taxes which have been assessed and are payable during Lessee's occupancy. Lessee shall also pay all such taxes which arise during a tax year as a result of Lessee's occupancy, even if the lease term has ended, or if Lessee has vacated the Leased Premises. However, if another tenant occupies the Leased Premises and agrees to pay any portion of the real property taxes otherwise payable by Lessee, Lessee shall not be required to pay those taxes which the new tenant pays. Under current law, Port real property is exempt from property taxation during an upcoming fiscal tax year (July 1 through June 30) unless a private party occupies such Port property on June 30. If a private party is in possession of Port property on June 30, that Port property is taxed for the entire subsequent fiscal tax year "as a result of Lessee's occupancy." Although Lessee is responsible to pay real property taxes, Lessor will pay the real property taxes to the taxing authority when due and send a bill to Lessee for the amount of taxes Lessor has paid, which will be payable by Lessee to Lessor within ten days after the date of Lessor's bill.
6. **Utilities.** Lessee shall pay a \$95 monthly fee for utility usage, payable in advance on the first day of each month. Lessor shall provide and pay for sewer, water and garbage service for domestic purposes. In no event shall Lessor be liable for an interruption or failure in the supply of any utilities to the leased premises.
7. **Liability Insurance and 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

Port of Hood River Property Lease**Hood River Yacht Club**

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.

Lessee agrees during the term hereof to keep a policy of general commercial liability insurance in effect with respect to the Leased Premises with minimum coverage of one million dollars (\$1 million) combined single limits. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured, 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. A copy of the policy or certificate of insurance shall be delivered to Lessor no later than three days after Lessee occupies the Leased Premises.

8. **Fire Insurance and Waiver of Subrogation.** If the Leased Premises or building where the Leased Premises are located are partially or totally 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 related to repairs undertaken by Lessor. Each party shall provide its own insurance protection at its own expense, and each party shall look to its respective insurance carrier for reimbursement of loss, which may be insured against by a standard form of fire insurance with extended coverage. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.
9. **Lessee/Lessor Covenants.** Lessee shall not do anything which may damage the Leased Premises or any systems in the building or other areas surrounding the building. Lessee shall not be a nuisance or a menace to other tenants in the building. Lessee will not create or use hazardous substances, or dispose of hazardous waste of any kind, unless in strict compliance with

Port of Hood River Property Lease**Hood River Yacht Club**

environmental laws and regulations. Lessee, at Lessee's expense, shall be responsible to provide improvements and equipment, and to obtain any required permits or approvals necessary for Lessee to engage in activities at the Leased Premises. Lessee promises to comply with all laws, ordinances, and government regulations applicable to the Leased Premises and to Lessee's activities at the Leased Premises, and to comply with reasonable rules adopted by Lessor which apply to all tenants of the building.

Lessee shall not attach any fixtures or make any improvements or alterations to the Leased Premises without describing them in writing and receiving Lessor's prior written consent. Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises.

Lessor shall maintain the building roof, bearing walls, exterior walls, windows and the drainage, plumbing, electrical, and heat and cooling systems installed by Lessor to the point at which they enter the Leased Premises. Lessor shall maintain exterior common areas and landscaping and provide ice and snow removal in the parking area outside the Leased Premises [within a reasonable time after the Lessee requests removal].

10. **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.
11. **Care of Leased Premises.** Lessee shall at all times keep the Leased Premises in as good condition as they are in at the outset of this lease, or if improvements are made thereafter in at least as good condition as after such improvements and shall surrender the Leased Premises to Lessor in such good condition, reasonable wear and tear, or loss by fire or other casualty covered by insurance excepted.
12. **Fixtures and Personal Property.** 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, provided that Lessor reserves the right within 30 days after the lease term ends to require Lessee to promptly remove any improvements which Lessee has placed on the Leased Premises at Lessee's expense, in a way which does not cause damage to the Leased Premises.

At the expiration or earlier termination of the lease term Lessee shall remove all furnishings, furniture, equipment, goods of any kind 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 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 facilitate 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. **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 building common areas without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee agrees to maintain in good condition any signs or displays which are allowed.
14. **Lessor's Access to Premises.** Lessor shall have the right to enter upon the Leased Premises at all reasonable hours 24 hours after e-mail or verbal notice to Lessee has been given or the purpose of inspecting the Leased Premises or to make repairs, additions or alterations to the premises or any property owned or controlled by Lessor. . If Lessor deems any repairs reasonably required to be made by Lessee, Lessor may give notice that Lessee shall make the repairs within 30 days or 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. No notice for access is necessary to protect public health and safety in an emergency.
1. **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.
2. **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.

15. **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. This Lease will not be assigned, subleased, or otherwise transferred except with the consent of Lessor, which consent may be granted or denied in Lessor's sole discretion. Any transfer of an ownership interest in Lessee of fifty percent (50%) or more will be deemed an assignment.
16. **Default.** Time is of the essence of performance of all the requirements of this lease. If any rental 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.
17. **Holdover.** If Lessee does not vacate the Leased Premises when the lease term expires, Lessor shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal, and at a rental rate equal to the rent last payable by Lessee during the lease term. 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.
18. **Notices.** Whenever under this lease a provision is made for notice of any kind to Lessee, it shall be deemed sufficient if such notice is made via e-mail. Notices shall be delivered to Lessee's registered agent, to the person signing the lease, or to Lessee's Commodore, who at the date of this lease is:

Brian Douglass douglassbf@gmail.com

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, e-mail to the Executive Director is sufficient or 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.

19. **Dispute Resolution.** Any dispute involving this lease may be resolved by mediation. 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 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.

20. **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: _____, 2019.

Lessee:
Hood River Yacht Club, Inc.
PMB No. 147
2149 Cascade Ave, Ste. 106A
Hood River, OR 97031

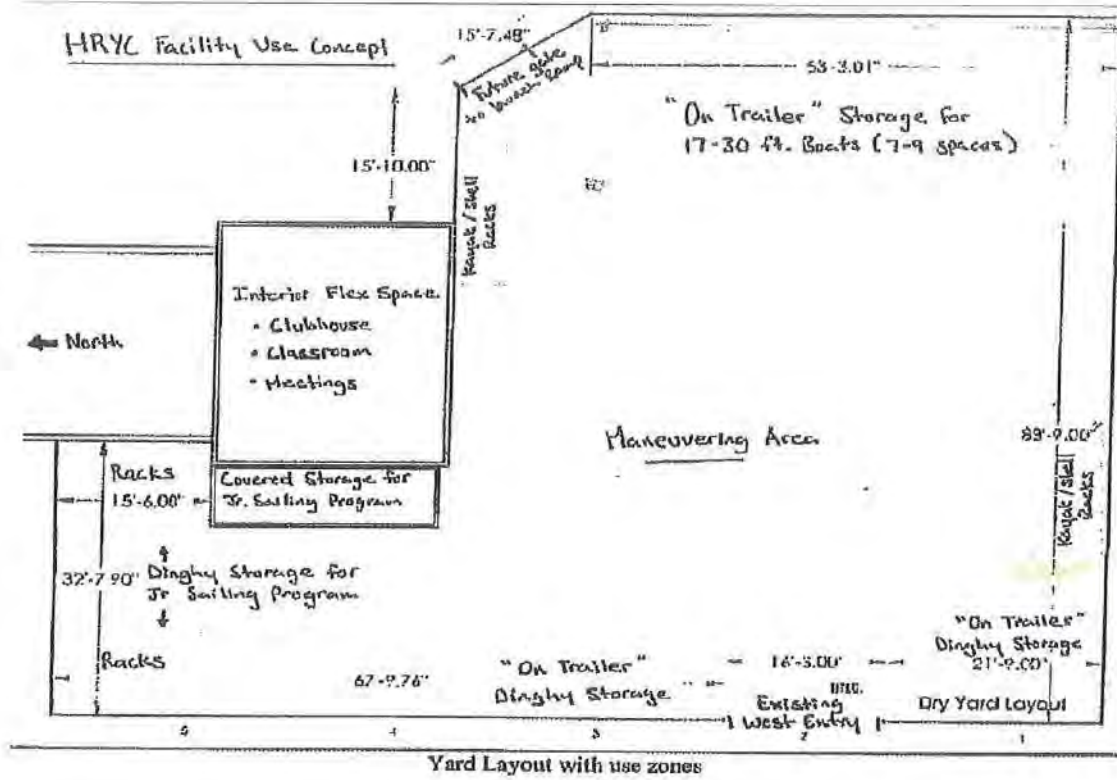
Lessor:
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR, 97031
(541) 386-1645

BY: Brian Douglass
Commodore HRYC

BY: Michael McElwee
Executive Director POHR

Exhibit A

"Use zones" are concept only. Facility measurements are correct.



Commission Memo



Prepared by: Anne Medenbach
Date: February 5, 2019
Re: Airport Access Agreement for Ag

The Airport Access Agreement for Ag (AAAA), is an agreement that allows continued access through the airport for neighboring agricultural operations. This access was terminated when Orchard Road was vacated. To facilitate movement of equipment between operations that are located on both sides of the airport. Hood River County required agreements with adjacent farms to allow continued access.

Since the road vacation, other parties who are not related to agricultural operations have used this through-way as a “short cut.” Such use increases maintenance needs and safety concerns and creates traffic issues for the agricultural operators that use the road for its intended purpose.

As part of an effort to decrease non-ag use of the road, Port staff has erected a fence and signage in strategic locations that will deter some of the unwanted traffic. Another step in the process is to execute agreements with all of the agricultural operators in order to formalize the access authorization and improve clarity of the process.

This template agreement outlines the process and is acceptable to the adjacent agricultural operators. If approved, staff will ensure agreements are promptly executed by all parties.

RECOMMENDATION. Approve Airport Road Use Agreement template and authorize execution of agreements with airport-adjacent agricultural operators.

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ROAD USE AGREEMENT

This agreement is made this ____ day of _____, _____, between Port of Hood River, an Oregon special district, hereinafter Port, and _____, hereinafter Licensee. This Agreement is intended to comply with and give effect to the conditions of approval for the vacation of Orchard Road, which was accomplished by adoption of Hood River County Vacation Order No. 11-002, dated October 17, 2011 and recorded in Hood River County on November 2, 2011 as number 2011-03306.

Port has constructed a gated unpaved road on the eastern end of the Hood River Airport crossing Port's property as depicted on the attached Exhibit A ("Road"). Due to airport safety concerns, use of the Road for non-Port related purposes is limited to supporting nearby local agricultural operations located on or near Orchard Road, Nunamaker Road, Winston Road, Copper Dam Road or Pioneer Road.

Licensee represents s/he/it is actively involved as an operator of a local agricultural operation and has a reasonable need to move vehicles, equipment and personnel across the Road in connection with the production and transportation of agricultural products grown by that operation.

1. Licensee agrees to pay Port an annual fee for use of the Road of \$25.00, due on or before December 31 for the next calendar year, and to pay an annual fee for Road use for each calendar year thereafter. Agreements executed during the year will be prorated to the next December 31.

2. Upon payment of the annual fee and execution of a Road Use Agreement, Port will provide Licensee with a key, code or other access option for the gates located on both ends of the Road and labeled on attached Exhibit A("Gates"). Licensee agrees to close and relock the Gates after each passage over the Road. However, during times of increased use related to ongoing and continuous agricultural operations, Licensee may leave one gate or both Gates open during daylight hours in order to facilitate efficient use of the Road and close the Gates at the end of each day of ongoing and continuous agricultural operations. If the Port notifies Licensee in writing that Licensee has left one or both Gates open when the Gates are to be closed by Licensee, Licensee does not promptly dispute that allegation to the Port's satisfaction, and if Licensee thereafter fails to close one of both Gates as required by this agreement the Port may consider Licensee in breach of this agreement and terminate Licensee's rights to use the Road.

3. The Road may only be used to move vehicles, equipment and personnel in connection with the production and transportation of agricultural products grown on Licensee's property. No other vehicular access to or use of the Road is permitted. Without prior Port written consent, Licensee's vehicles and equipment are not allowed to stop on the Road or travel on adjacent Port property off of the Road except as necessary to operate the Gates. Animals will only be allowed on the Road within Licensee's vehicles. Licensee's employees may use the Road when authorized by Licensee provided the usage complies with this agreement. Licensee shall be responsible for Licensee's and Licensee's employees use of the Road but shall not be responsible

for others use of the Road unless Licensee has given permission to others to use the Road. Violation of the terms of this paragraph will be considered a breach of this agreement.

4. Upon execution of this agreement and at all times while this agreement is in effect, Licensee shall maintain motor vehicle liability insurance in the minimum amount of five hundred thousand dollars combined single limits, covering property damage and personal injury arising out of or related to Licensee's use of a motor vehicle on the access Road, and shall maintain public liability insurance in the minimum amount of five hundred thousand dollars combined single limits. Port shall be named as an additional insured on the public liability policy or policies. A binder or certificate of coverages will be provided to Port at the time of execution of this agreement and upon request by Port thereafter. The general liability policies will provide for at least 14 days notice to Port prior to cancellation. Licensee will indemnify and hold Port harmless from any costs, liabilities or damages arising out of or related to Licensee's or Licensee's employees use of the Road. Licensee shall pay Port for any damage to the Road or a gate caused by Licensee or its employees.

5. Port will maintain the Road and Gates so passenger vehicles, orchard equipment and trucks are able to travel over the Road between the Gates during periods of good weather. Port Road maintenance may include applying gravel and grading once or twice each year, once in early spring and once in late Summer. Port may provide gravel to be stockpiled near the North Gate, which Licensee may use to periodically fill pot holes as needed between Orchard road and the north Gate to the Road. Port may plow the Road at Port's discretion during an active agricultural use period if requested to do so by Licensee. Port will not plow the Road during snowstorms or other inclement weather. Licensee agrees to use of the Road in AS IS condition when used, to assume any risks associated with Road use, and not to claim damages if the Road is unavailable for use or because of Road or gate conditions. Licensee shall promptly notify Port if the Road or Gates requires maintenance.

6. Licensee may not assign or transfer rights hereunder to any other person or entity. The rights under this agreement are personal to Licensee and Licensee's authorized employees.

7. Licensee's use of the Road will at all times be carried out by Licensee and Licensee's employees in a safe and reasonable manner. This Agreement includes current Port Road and Gates usage rules. After notice to Licensee of proposed rulemaking and an opportunity to be heard and provide input, Port may adopt rules of Road and Gates usage in the future that will be binding on Licensee upon receipt of written notice of such rules.

8. Port may terminate this agreement for any breach by Licensee. Licensee's failure to pay the annual fee when due, time being of the essence, or failure to comply with any terms of this agreement or any rules related to this agreement adopted by Port will be a breach. Port shall give written notice to Licensee of a breach and Port's intent to terminate this agreement at least 30 days prior to the termination date specified in Port's notice. If Licensee fails to cure the breach prior to the termination date or satisfy the Port regarding a breach which cannot be cured, termination shall occur at the end of the 30-day period. Upon termination any gate keys in Licensee's possession will be immediately returned to Port and Licensee will not use the Road.

9. Notices under this agreement will be in writing and effective upon personal delivery to the person listed below, or if mailed, three days after mailing, certified mail, return receipt requested, to the parties at the following addresses, which may be changed by written notice:

Port of Hood River
Attn. Michael McElwee
1000 E. Port Marina Dr.
Hood River, Oregon 97031

Licensee

10. In any legal proceeding arising out of this agreement, the prevailing party will be entitled to recover reasonable attorney fees and costs from the loser, as set by the court or decisionmaker at hearing, trial or appeal.

11. This agreement will continue from year to year unless terminated as set forth herein. Licensee may terminate this agreement at any time upon providing written notice to Port and return of all gate keys. The Port may terminate this agreement in its discretion after providing not less than 365 days prior written notice.

This agreement made on the day and year set forth above.

Port of Hood River

Licensee

Name

Name

Title

Title

Signature

Signature

Address

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Exhibit A



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Commission Memo



Prepared by: Michael McElwee
Date: February 5, 2019
Re: North Dock Piling Repair

Late last summer the American Cruise Lines (“AMC”) vessel *Queen of the West* damaged two metal pilings on the North Dock in the Marina. The damage occurred during a period of strong easterly winds that caused the bow to contact the pilings repeatedly, causing severe denting. As per the use agreement for the dockage, AMC has agreed to reimburse the Port for any work required to repair the damage.

The two damaged pilings cannot be repaired and must be replaced. This is a relatively straightforward project for an experienced contractor, but such contractors are few in the region and there are none headquartered in the Gorge. Staff sought quotes from several contractors and only one (Mark Marine) can complete the work while their crews are working upriver in mid-February on another project. This presents the opportunity for significant savings in mobilization costs (approximately \$6,000).

The quote and draft contract are attached. The contract amount is \$19,880, and staff requests authority to add a 15% contingency for unexpected work that may be needed.

RECOMMENDATION: Authorize contract with Mark Marine Services, Inc. for North Dock piling repair not to exceed \$23,762, plus reasonable reimbursable expenses.

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**Personal Services Contract for Services Under \$50,000
Pile Replacement Port of Hood River Marina**

1. This Contract is entered into between the Port of Hood River ("Port") and Mark Marine Services ("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 \$19,880.00. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through March 1, 2019. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, 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 provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

CONTRACTOR

PORT OF HOOD RIVER

Signature Date

Michael McElwee Date

Title: _____

Executive Director

Address: _____

1000 E. Port Marina Drive

Hood River OR 97031

Federal ID or Social Security Number: _____

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**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK: The Contractor shall remove and replace two damaged piles at the north Marina Commercial Dock for the Port of Hood River in the Hood River marina basin located 1000 East Port Marina Dr, Hood River Or 97031. The Contractor shall remove and dispose of in an appropriate disposal site the two damaged piles. The Contractor shall additionally reweld the top cap and reattach the ship cleat in a safe and secure manure in which large vessels can safely tie off to the piles.

II.

III. DELIVERABLES AND TIMEFRAME:

The deliverable(s) covered under this Contract shall be: The Contractor shall perform the above listed tasks at a cost not to exceed \$19,880.00. Payment at completion of project.

The due dates for the deliverable(s) shall be: The completion date of this project is to be no later than March 1, 2019.

IV. CONSIDERATION:

Hourly rates under this Contract shall be; N/A Not a public Improvement Contract.

Reimbursables under this Contract shall be; Contract Price not to Exceed, \$19,880.00

V. BILLING AND PAYMENT PROCEDURE:

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

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

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

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

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**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 _____ Contractor is exempt

Certified by Contractor: _____
Signature/Title

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

_____ Required and attached Waived by Finance Manager _____

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

_____ Required and attached Waived by Finance Manager _____

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

_____ Required and attached Waived by Finance Manager _____

- 5. 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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MARK MARINE SERVICE, INC.

PO BOX 574
 WASHOUGAL, WA 98671-0574
 360-837-2677
 markmarine@earthlink.net



BID

ADDRESS

The Port of Hood River
 1000 E Port Marina Dr
 Hood River, OR 97031
 United States

BID # 18-1096

DATE 12/10/2018

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/10/2018	Mob and Demob - Job site		16,000.00	16,000.00
12/10/2018	General Labor		4,000.00	4,000.00
12/10/2018	Materials - 2) 10"x.5"x60'	2	2,940.00	5,880.00
TOTAL				\$25,880.00

Accepted By

Accepted Date

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Commission Memo



Prepared by: Michael McElwee
Date: February 5, 2019
Re: Contract Amendment with HRT Security

At the October 16, 2018 meeting the Commission approved a three-month contract with HRT Security Patrol Services (“HRT”) to provide surveillance, monitoring and some enforcement services during overnight hours at six locations on the waterfront. The short-term contract was intended allow staff to determine whether this service is appropriate and can be successfully implemented.

By all accounts, HRT has provided valuable and effective service. The firm provides daily reports on patrols and activities that staff believe has resulted in greater safety and property protection for the Port’s public assets. Staff recommends continuing their services through the end of the fiscal year at a monthly cost of \$2,100. Although the costs of patrol services were not included in the FY 2018/19 budget, there are areas where funds will not be spent that can be re-allocated.

RECOMMENDATION: Authorize Amendment No. 1 to Personal Services Contract with HRT Security Patrol Services not to exceed \$10,500.

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**AMENDMENT NO. 1
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 1 to the Personal Services Contract ("Contract") is entered into this **5th Day of February 2019** by and between HRT Security Patrol Services ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated October 16, 2018 for security patrol services on the Port's waterfront properties("Project") for an amount not to exceed \$6,300; and

WHEREAS, the Ports seeks to continue HRT's patrol services through **June 30, 2019**; and

NOW THEREFORE, Port and Contractor agree to increase the contract amount by **\$10,500** for a total contract amount not to exceed \$16,800 and extend the timeframe for completion of work until June 30, 2019.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 1 to be duly executed the day and year first above written.

HRT Security Patrol Services

Port of Hood River

Kenton Chandler
Owner

Michael S. McElwee
Executive Director

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