



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, December 4, 2018
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 3. New Employee Introduction – Maria Diaz (*Fred Kowell*)
 4. Consent Agenda
 - a. Approve Minutes of November 20 Fall Planning Work Session and Regular Session (*Jana Scoggins – Page 3*)
 5. Reports, Presentations and Discussion Items
 - a. Lot #1 Draft Public Infrastructure Framework Plan (*Mike Zilis, Walker/Macy – Page 11*)
 - b. Communications Plan Report (*Genevieve Scholl – Page 13*)
 - c. 2019 Waterfront Events Rate Schedule (*Daryl Stafford – Page 21*)
 - d. Bridge Replacement Project Update (*Kevin Greenwood – Page 29*)
 6. Director’s Report (*Michael McElwee – Page 43*)
 7. Commissioner, Committee Reports
 - a. Airport Advisory Committee, November 29 (Everitt, Streich)
 - b. Urban Renewal Agency, November 13 (Streich, Meriwether)
 - c. OneGorge Advocacy Group, November 28 (Shortt)
 8. Action Items
 - a. Approve contract with EcoNorthwest for Industrial Demand Market Analysis Not to Exceed \$23,940 Subject to Grant Approval (*Michael McElwee – Page 51*)
 9. Commission Call
-
10. Executive Session under ORS 192.660(2)(e) Real estate negotiations and ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.
 11. Possible Action
 12. Adjourn

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

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

This page intentionally left blank.

Port of Hood River Commission
2018 Fall Planning Work Session; November 20, 2018
Marina Center Boardroom
12:00 p.m.

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

Fall Planning Work Session

- Present:** Commissioners Hoby Streich, Brian Shortt, Ben Sheppard, John Everitt and David Meriwether; Budget Committee members: Larry Brown, John Benton; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Genevieve Scholl, Anne Medenbach, Kevin Greenwood, John Mann, Daryl Stafford and Jana Scoggins.
- Absent:** None
- Media:** Elizabeth Fitzgerald, Hood River News

President Streich called the Fall Planning Work Session to order at 12:15 p.m.

- I. **Overview:** President Streich thanked the Commissioners, Budget Committee members, and staff for their attendance and participation in this year’s fall planning work session. President Streich stated that the Port is at a crucial time, and therefore it is essential to have a clear precise vision how to implement directions going forward.
- II. **Financial Summary:** Fred Kowell, Chief Financial Officer, presented the 10-Year Financial Model noting the key summary sheets such Capital Improvements, Grants, Other Financing and Overall Summary that drive this model. Each summary sheet has been updated with June 30, 2018 actuals and discussed to better understand Port’s financial position. Mr. Kowell fielded questions from the Commission regarding future financing options for the replacement bridge, and how each option impacts the Port’s operations and what the Port’s business alternatives are if the bridge revenue will not be the main Cash Flow source.
- III. **Discussion Topics:**

A. Hood River Bridge

Bridge Capital Investment Plan: Michael McElwee, Executive Director, reported that a major component of the Port’s annual budget is devoted to capital spending on projects that support the safety and longevity of the bridge. Port bridge engineers and staff maintain a 15-year capital plan listing expected bridge capital projects, and a list of recommendations from recent bridge inspections and other observed conditions. Aside from repairing the skew/span motor, a key change in the latest update includes an approximately 2-year period where capital spending is low. This pause is intended to determine whether sufficient progress can be made on bridge replacement efforts. If those efforts are not successful, a rapid increase in capital spending will be required to maintain the existing facility.

Bridge Replacement – Post-NEPA Conceptual Schedule: Kevin Greenwood, Bridge Replacement Project Director, reviewed the conceptual subsequent phases after NEPA (National Environmental Policy Act) is completed. The first phase called the Feasibility Analysis Phase includes a detailed traffic and revenue study, as well as evaluation of alternate financial plans, ownership, governance and procurement. The next Deal Structuring Phase involves utilizing governance structure, commissioning investment grade traffic and revenue study, seeking credit ratings, and submitting grant applications. The following phases are the Pre-Construction and Construction phase which focus on completing permits, finalizing engineering and procurement plans, as well as a construction of the new bridge and a removal of the existing bridge. Mr. Greenwood noted that during the process, all assumptions will be reviewed and discussed to select the best possible option not only for the Port but most importantly for the community.

Tolling and the Future of BreezeBy: Fred Kowell reported that the Port has been using electronic tolling since 2007 and operates the only electronic tolling facility in Oregon. Additionally, the Port will soon be the first Oregon Customer Service Center for tolling. Mr. Kowell noted that the Port will start license plate recognition in 2019, which will allow for issuing fines to vehicles running through the toll facility. The Port of Hood River entered into an agreement with the Port of Cascade Locks to implement BreezeBy, the electronic tolling system, at the Bridge of the Gods. Mr. Kowell emphasized the unique opportunity the Port has which is to market itself to other entities in the state as an electronic tolling service provider. Most of these entities need to make capital improvements to their bridges or roads but do not have the funds to do so; therefore, tolling could be the solution to their funding deficit. There was a general consensus to pursue this opportunity.

B. Real Estate

Future Development Alternatives: Anne Medenbach, Development and Property Manager, reported that there may be approximately \$9 million available for the Port to construct income producing buildings in the next fiscal year. Staff worked on developing a Real Estate Asset Strategy which analyzes all of the Port's developable properties. From this analysis, near-term project options emerged: Maritime, S. Jensen, Lower Mill and lot 1015 at the Barman property. Discussion occurred about the types of construction allowed on each property, time-frame of revenue generation, and best return on investment. The Commission made a decision that currently no development will be done at the Maritime and S. Jensen site. The Commission also concluded that there is a need to further research Barman and Lower Mill property, and thus Ms. Medenbach will contact local developers and consultants to do so. A report will be provided at a future date.

Lot #1 Infrastructure Framework Plan: Michael McElwee briefed the Commission on the current efforts to prepare an Infrastructure Framework Plan for Lot # 1. Mr. McElwee noted that the Port staff is pursuing a State of Oregon Port Planning and Marketing Fund grant to engage consultant Eco Northwest to prepare a market analysis for Lot #1. This would inform decisions about the marketability and potential tenant mix in future development. Funding the needed infrastructure for development of Lot #1 is a very significant challenge. Discussion occurred about the direction on preparation of the final Infrastructure Framework Plan. The Commission emphasized the need to present the Urban Renewal Agency with a specific cost, market analysis, and the benefits this development has for the community.

C. Waterfront

Waterfront Parking Plan: The Waterfront Parking Plan was implemented in late June 2018. Michael McElwee reported that after five months of operations, staff considers the plan a success. Public acceptance was mostly neutral or positive, and financial performance met expectations. McElwee noted that staff has assessed the plan's performance after this first summer of operations and identified areas in need of change. The primary potential changes to the Plan include establishing uniform rates, adding additional signage, consolidating parking zones, clarifying definitions for dismissal of complaint, and other. These changes are expected to improve public understanding of the parking plan and improve financial and operating performance.

Waterfront Event Guidelines: Daryl Stafford, Marina and Waterfront Manager, reported that the Event Site and Jensen Beach Parking Lot have been utilized by several large events for exclusive parking and use during the busy summer months. Ms. Stafford noted that events are growing and expanding and thus are requesting longer time extensions and more space. Since these events coincide with high use times for Parking Pass Holders and other beach users, necessary steps must be taken to effectively manage these areas. Discussion occurred about overcrowding and availability for parking, beach access for the public, and potential parking revenue loss, etc. The Commission directed staff to develop an event application rating policy and identify certain amount of days in one season for these events to occur.

D. Airport

Airport Business Model: Anne Medenbach reviewed a 10-year business model for the airport based on established Port assumptions. This model breaks down operations and capital improvements/ grants. Currently, the airport operates at a deficit. Lease income is not keeping up with costs, and the increase in use results in increased utility and maintenance costs which are fully funded by the Port. Additionally, the Port has committed to grant-funded infrastructure projects that require significant funding matches. Ms. Medenbach stated that if the Port moves toward recouping operational costs, the operational budget would be significantly positive; however, it will receive a push-back from current tenants opposing the loss of the subsidy.

Airport Development: FAA and state-funded grants for infrastructure projects provide significant improvements to the airport. Anne Mendenach reported that the Port may need to construct income producing facilities or land lease the properties for construction to the private sector. Ms. Medenbach noted that in the Future Development Options constructing commercial hangars on the north ramp could provide income to the Port with a good return and much needed inventory for local aviation-related operations. Additionally, leasing land to private developers for box hangars has market demand and could provide some additional income as well. The Commission agreed that the airport could compete with the other two development properties and thus should be further evaluated as a potential option.

E. Special Projects

Legislative Advocacy: The Port had significant success with its government relations strategy in fiscal year 2017-2018 when the Oregon legislature awarded \$5-million to the Port to complete environmental studies and authorized consideration of Public Private Partnerships. Kevin Greendwood and Genevieve Scholl, reported that the Port should stay vigilant in looking for federal environmental clearances and permit streamlining, while focusing on financing opportunities and the accompanying governance requirements that may be worth pursuing in Olympia and Washington D.C. Additionally, the Port is focusing on developing relationships with Washington and other state agencies to support the bridge replacement strategy.

Future Operations: The Port relies upon bridge toll revenues to support capital expenditures that keep the bridge safe and operational. Those same revenues are used to support debt obligations and other Port cost centers. As the possibility of bridge replacement increases within the next ten years, the Port must consider ways to carry out its public agency responsibilities with a fundamentally different business model in the future. Michael McElwee stated that engaging in a thorough assessment of the Port’s future revenue mix and cost structure that will affect the Port in the future, and by taking specific actions over the next several years, may lead to a reasonably strong future foundation.

President Streich adjourned the work session at 5:08 p.m. The Regular Meeting of the Port Commission immediately followed after a short recess.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

This page intentionally left blank.

**Port of Hood River Commission
Meeting Minutes of November 20, 2018 Regular Session
Marina Center Boardroom
5:00 p.m.**

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

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

Present: Commissioners Hoby Streich, Brian Shortt, David Meriwether, Ben Sheppard, John Everitt; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Kevin Greenwood, Anne Medenbach, Genevieve Scholl, Daryl Stafford, and Jana Scoggins.
Absent: None
Media: Emily Fitzgerald, Hood River News

1. CALL TO ORDER: President Streich called the regular session to order at 5:14 p.m.
a. Modifications, Additions to Agenda: Action item (b) was removed from the agenda. Consent item (c) was moved to action item (c).

2. PUBLIC COMMENT: Members of All Winds Sport Industry, Dan Schwarz, Deb Fuller, Mike Duhaime, spoke about the association’s mission which is dedicated to representing Windsurf, Kiteboard, and SUP companies, as well as the need to reserve the full Event Site for the following years of their Industry Presentation and Demo event. The members noted that this is the only site in the Gorge that is large enough to accommodate over 300 water-sport retailers. Questions were fielded with regards to parking and public use of the Event Site.

3. CONSENT AGENDA:
a. Approve Minutes of November 6, 2018 Regular Session
b. Approve Lease Amendment with State of Oregon Dept. of Transportation in the DMV Building
c. Approve Accounts Payable to Jaques Sharp in the Amount of \$14,388.
Motion: Move to approve Consent Agenda.
Move: Meriwether
Second: Shortt
Discussion: None
Vote: Unanimous

4. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS
a. Financial Report for the Three Months Ending September 30, 2018: Fred Kowell, Chief Financial Officer, reported that the Bridge Traffic and Revenue report is slightly down by 1% over last year. The only explanation for such a decrease was the increased activity of major maintenance on the bridge than in the previous years. This development will have to be watched over the year to see if bridge traffic is experiencing lower growth than previous years. Personnel services is slightly ahead of the budget due to seven pay periods in the first quarter. Materials & Services are tracking below the budget as expected for this early in the year, same with Capital Outlay. Overall, the actuals are tracking according to the activities incurred during the first quarter as outlined in the budget.

b. Bridge Replacement Project Update - Kevin Greenwood provided highlights of the tasks accomplished in the previous two weeks. On November 9, 2018 the project Team met with members of FHWA/ODOT which resulted in a need to re-evaluate prior work to determine what NEPA classification to pursue. Additionally, as a planning level description of the tolls expected for the new bridge is required in the analysis. EIS Working Group met on November 8th and had good attendance and participation. Additionally, public Open House is scheduled for Monday, December 10th.

5. Director’s Report: Michael McElwee reported that the toll gate in southbound Lane 4 was hit and destroyed. The accident was recorded on the Port’s cameras and will be reported to appropriate authorities. Deck welding is

happening from November 26th through 30th. The bridge lift is still not operational, and the Coast Guard had been notified.

6. COMMISSIONER, COMMITTEE REPORTS:

a. Urban Renewal Agency, November 13, 2018: President Streich reported that Lot #1 Infrastructure Framework Plan was presented during the URA meeting, and the preliminary development concepts were discussed.

7. ACTION ITEMS:

a. Approve Contract with Groat Brothers, Inc. for Dirt Haul and Place for Lower Mill Development Site Not to Exceed \$133,400. The Lower Mill Dirt Haul project entails moving 20,000 CY of wood waste and soil from Lower Mill lot 902 to portions of the airport. Groat Brothers explained that the lower bid is the result of their specialized and larger equipment used exclusively for hauling.

- Motion:** Approve contract with Groat Bros., Inc. for the Lower Mill Dirt Haul and Placement project not to exceed \$133,400.00
 - Move:** Shortt
 - Second:** Meriwether
 - Discussion:** None
 - Vote:** Unanimous
- MOTION CARRIED**

b. Approve Contract with Coles & Betts Environmental Consulting, LLC for Environmental Investigations at the Jensen Building Not to Exceed \$24,575.00. As part of the Future Development Options due diligence, staff needs to consult with Coles & Betts Environmental Consulting regarding potential unresolved environmental issues at the Jensen building.

- Motion:** Approve contract with Coles & Betts Environmental Consulting, LLC for environmental investigations at the Jensen Building not to exceed \$24,575.00.
 - Move:** Shortt
 - Second:** Everitt
 - Discussion:** None
 - Vote:** Unanimous
- MOTION CARRIED**

c. Approve Contract with Allied Maintenance for Janitorial Services in Port Buildings Not to Exceed \$65,932.00. Allied Maintenance, LLC has provided janitorial services in Port buildings with common areas since 2015. This year’s contract amount will be increased by 3% which included additional services such as a deep clean of the Port office two times per year, as well as additional work at Big 7 and Wasco building.

- Motion:** Approve contract with Allied Maintenance LLC for janitorial services in Port buildings not to exceed \$65,932.00
 - Move:** Sheppard
 - Second:** Shortt
 - Discussion:** Commissioner Shortt requests this contract go to bid next year before renewal.
 - Vote:** Unanimous
- MOTION CARRIED**

8. COMMISSION CALL: Commissioner Shortt reflected on the Economic Symposium in The Dalles, OR that focused on the industries driving economic vitality in the region.

9. EXECUTIVE SESSION: President Streich recessed Regular Session 6:10 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation.

10. POSSIBLE ACTION: None

11. ADJOURN:

Motion: Motion to adjourn the meeting.

Move: Meriwether

Discussion: None

Vote: Unanimous

MOTION CARRIED

The meeting was adjourned at 7:00 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

This page intentionally left blank.

Commission Memo



Prepared by: Michael McElwee
Date: December 4, 2018
Re: Draft Public Infrastructure Plan – Lot #1

Mike Zilis of Walker|Macy will attend the Commission meeting and present the final draft of the Lot #1 “Public Infrastructure Framework Plan” for Commission review and comment. The Plan is expected to be presented to the City of Hood River Urban Renewal Agency Board on December 10 for additional feedback. The final plan will be completed in early January.

RECOMMENDATION: Informational.

This page intentionally left blank.

Commission Memo



Prepared by: Genevieve Scholl
Date: December 4, 2018
Re: Communications Plan Review

The last time the Commission reviewed and discussed the Port Communications Plan (“Plan”) was during the 2016 Fall Planning session. The Plan is tied to the goals and objectives of the 2014-2018 Strategic Business Plan, with the stated purpose to “set in place the necessary policies and protocols and enable the development of new programs and tools to optimally communicate with Port constituents, stakeholders, customers, and partners.”

Priority tasks for 2017-18 included the launch of paid parking on the waterfront, a toll increase, promotion of the new BreezeBy customer web portal, and ongoing promotions of Port development projects at Lower Mill and the Airport. There was significant work involved in the management of messaging around bridge replacement – both in a proactive and a reactive mode. Funding for the Final EIS and statutory authorities related to bridge replacement required heavy legislative and constituent communications communicate the Port’s intent. The unsolicited P3 proposal from United Bridge Partners required a detailed and thorough response to our constituency and agency partners on both sides of the river. Now with the EIS contract awarded and public involvement activities managed by WSP, much of the Port’s responsibility has shifted to a supervisory and distribution role, rather than content generation.

In 2015-16, the Port launched a new website and social media feeds on Facebook and Twitter. In 2018, the BreezeBy web portal was launched and integrated with the website. The Port utilizes the Constant Contact email platform for public information distribution via email. These digital media channels provide low cost and timely outlets for Port messaging. Some metrics for the past year illustrate the growth of digital media use for the Port:

- In the past year, the Port’s website, portofhoodriver.com has had 41,856 users with 108,467 total page views. The most popular pages are the BreezeBy Accounts, Bridge Information, Waterfront Recreation and Marina pages.
- Constant Contact BreezeBy list has grown from 7,618 in November 2017 to 12,483 recipients today. There are a total of 18,913 contacts in our database.
- Facebook “Likes” have grown from 403 last November to 685 today. Daily total “Reach” (the number of people who had any content from the Port’s page enter their screen) for the past year exceeds 185,000.
- The Port’s Twitter feed has 177 followers.

Staff anticipates the following activities to be a focus of public information work in the next year or more:

- Bridge Replacement post-NEPA key messaging on the Port's position and intent
- Port of Cascade Locks adoption of BreezeBy electronic tolling system
- Lower Mill site development
- Airport North Ramp development
- Lot #1 infrastructure development
- Waterfront parking changes, continued public information
- Promoting adoption of the BreezeBy mobile app

Each of these focus areas requires minimal financial investment, but significant staff time. Public outreach and public meeting needs for the other items listed could require some cash outlay in display and radio advertising, publications, facilities rental and catering.

Key Questions:

1. Staff seeks Commission input on the attached 2018-19 update to the Plan, specifically on the stated priorities, messages, as well as the chosen media and delivery methods for Port public information and customer communications.
2. What is the appropriate level investment in paid services and advertising to achieve Port goals?

RECOMMENDATION: Discussion.

If the Commission is satisfied with the draft plan:
Approve 2018-2019 Communications Plan.

PORT OF HOOD RIVER 2018-19 COMMUNICATIONS PLAN

PURPOSE

The Port works with the community to create an environment that promotes economic growth and vitality for all citizens. The Port establishes and maintains collaborative relationships with all stakeholders and promotes consensus to meet competing needs. It engages in prudent, cost-effective investments that achieve public objectives but maintain its long-term economic self-sufficiency. The Port is a high-performing organization – a model of best practices among special districts in Oregon – providing high quality services. The Port focuses its efforts on its district while collaborating with other entities in the Mid-Columbia region in recognition of the inter-dependence of communities in the area.

- *Description of Optimal Performance,
2014-2018 Port of Hood River Strategic Business Plan*

The purpose of this communications plan is to set in place the necessary policies and protocols, and enable the development of new programs and tools, to optimally communicate with Port constituents, stakeholders, customers, and partners.

The plan is a living document, meant to foster a proactive approach to public relations while equipping the Port to be prepared to react and respond when unexpected issues arise, or during a crisis. As additional communication systems and tools emerge and become adopted into Port protocols, this plan will evolve to accommodate them. As the coming years promise to bring a period of some of the most rapid change in the Port's history in terms of bridge replacement and ownership, waterfront and rural industrial site development, and continued coalition building for advocacy of regional priorities in an increasingly dramatic and polarized political climate, the purpose of this plan will be to maintain a thoughtful, proactive approach in planning and executing all communications.

INTRODUCTION

Strategic Direction

In January of 2014, the Port Commission approved Resolution 2013-14-2 adopting the 2014-2018 Strategic Plan for the Port of Hood River. The Strategic Business Plan followed a rigorous public input process and included an in-depth situational analysis of the economic impact of the Port, local market trends, S.W.O.T analysis, and identification of critical issues and district needs. Nearly all elements of the plan include a public relations and communications component.

In January of 2015, the Port created a new administrative staff position, Communications and Special Projects Manager, to play a lead role in managing the Port's internal and external communications and carry out a variety of

unique projects related to policy development, project and legislative advocacy, stake holder relationships and Port Website updates. More broadly, the Communications and Special Projects manager assures implementation of the communication elements of the strategies and goals outlined in the Strategic Business Plan.

For FY 2018-19, the Communications Plan continues to be tied directly to the goals and objectives of the 2015-2018 Strategic Business Plan. Specifically, the Plan addresses the following communication needs cited in the Strategic Plan, listed below with the Strategic Plan chapter numbers for context:

FACILITIES PLAN (COMMUNICATIONS ELEMENTS)

1.a. Hood River Toll Bridge:

- Strategy c: Seek federal and state funding to help the Port finance capital upgrade and maintenance projects. *(Lobbying and Advocacy)*
- Strategy d: Support reasonable regional efforts to plan for long-term replacement of the Bridge. *(Lobbying and Advocacy - Regional)*

1.b. Roadways/Parking Areas:

- Strategy b: Participate in transportation planning efforts with the City of Hood River, Hood River County and other jurisdictions within the Port District. *(Lobbying and Advocacy)*
- Strategy c: Advocate for improved freight and transportation access for the region. *(Lobbying and Advocacy - Regional)*

2.a. Waterfront Business Park:

- Strategy b: Actively seek interest of local businesses for expansion opportunities. *(Community Outreach and Public Input)*
- Strategy d: Participate actively and engage the public in planning and development efforts. *(Regional Collaboration)*

2.c. Industrial Property Management:

- Strategy b: Work closely with local businesses and seek ways to assist with facility needs. *(Community Outreach and Public Input)*

3.a. Waterfront Recreation, Marina:

- Strategy b: Increase year-round activity and vitality in the Marina Basin. *(Marketing and Promotions)*

3.d. Waterfront Recreation, Other Recreational Sites:

- Strategy c: Seek funding and partnership opportunities to design, permit and develop additional recreational sites under the Port's ownership and/or design review control. *(Regional Collaboration)*

3.e. Recreation Trails:

- Strategy a: Seek funding opportunities for the design and development of the pedestrian and bicycle trail connections with an emphasis on facilities on or near Port properties. *(Regional Collaboration)*
- Strategy b: Support efforts by the Hood River Valley Parks and Recreation District and other entities to plan, design and construct pedestrian and bicycle facilities. *(Regional Collaboration)*

ECONOMIC DEVELOPMENT AND MARKETING PLAN

1. Business Retention:

- Strategy a: Carry out ongoing communication with existing businesses to anticipate their growth needs, and identify value-added opportunities that foster growth in wages and employment. *(Community Outreach and Public Input)*
- Strategy b: Work cooperatively with the other economic development agencies in the Mid-Columbia region by participating on boards, commission and advisory committees to advance economic development efforts. *(Regional Collaboration)*
- Strategy c: Coordinate with businesses such as agriculture and forestry and identify ways to enhance the area's traditional economic base. *(Community Outreach and Public Input)*
- Support the tourism sector and seek ways to increase tourism activities, particularly in the shoulder seasons. *(Community Outreach and Public Input)*

2. Business Recruitment:

- Strategy b: Work with other economic development entities, other ports and local businesses to integrate the Port's business recruitment strategies in the area. *(Regional Collaboration)*

3. Workforce Training and Education:

- Strategy a: Support efforts to ensure access to high quality education and training opportunities for area residents and workers, and create opportunities for youth to remain in Hood River County. *(Education Initiative)*
- Strategy b: Assist MCEDD, CGCC and other providers to assess the educational and skill level of the local workforce. Assist in identifying needed facilities and resources to address identified training needs. *(Education Initiative)*
- Strategy c: Report to the Commission when training resources may be needed to support the growth of existing businesses or successfully recruit new ones. *(Education Initiative)*

4. Regional Collaboration:

- Strategy a: Participate in and support a regional collaboration with other ports and the CRGNSA Gorge Commission in order to address local economic development issues. *(Regional Collaboration)*

In broader context, the 2018-19 Communications Plan is guided by the stated Mission, Values, Goals, and Strategies of the 2015-2018 Strategic Plan. They are:

PORT OF HOOD RIVER MISSION STATEMENT

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

PORT OF HOOD RIVER VALUES

Values apply to the entire Port organization and serve to guide activities of the agency and the conduct of the Commission and staff. The Port has identified the following seven values paramount:

1. Integrity – maintain a high level of professional standards
2. Responsiveness – act in a timely way to all reasonable requests
3. Transparency – ensure business is conducted openly, with public oversight
4. Collaboration – actively participate with all stakeholders
5. Stewardship – seek high standards of maintenance of the Port’s assets and always consider the long-term public good
6. Innovation – consider new approaches and best practices
7. Quality – strive for excellence in all Port activities

PLAN GOALS

The purpose of this plan is to guide and implement a comprehensive communications program over at least the next fiscal year (2018-19). It is intended to be a living document with ongoing review and modification according to Port priorities, policy direction, and available resources.

Using this plan as a framework, the Port will strive to:

- Increase public awareness and interest in the Port’s operations and long-term economic development and transportation infrastructure goals by providing state-of-the-art communication systems, linking the Port with its constituents, customers, regional communities and the public at large.
- Ensure stakeholders and target audiences have easy access to information that is current, clear, and engaging.
- Maintain strong and positive relationships with the news media to enable consistent visibility of Port activities and impacts.
- Provide communications and marketing services for all Port functional areas: Administration/Office, Facilities, and Toll Booth.
- Create a more efficient and cohesive internal communications system.

Since 2015, the Communication Plan has been guided by the following principles, with key messages and target audiences identified as follows:

GUIDING PRINCIPLES

1. Proactive, and well prepared for reactive communications
2. Positive focus versus negative
3. Open, transparent, clear disclosure of the issues
4. Dialog encouraged and preferred over one-way communications
5. Uniform theme/key talking points. Long-term context explained to avoid scattered, disconnected messages
6. Innovative use of new media, adept and informed deployment of communication technologies (The medium is the message)

7. Collaborative messaging and partnership development throughout the Columbia Gorge for the purpose of amplifying and organizing regional voice on needs and priorities
8. Quality versus quantity – investing in producing highest quality collateral products, programs, and services with an eye to channel fatigue in target audiences (Slow and steady wins the race)
9. Stewardship and storytelling – recognition of the historic and cultural significance of the Port of Hood River, its assets, and its work. Care and attention to archiving, preserving, and sharing the stories of the Port

KEY MESSAGES

The Port is a vital economic engine for Hood River and the Columbia River Gorge region, responsible for maintaining a vital transportation link between two states as well as roads and trail facilities within the City and County. The Port is responsible for job creation and economic prosperity in the region. Whenever possible and appropriate, the Port will convey third-party verified metrics of the impact of Port work and investments in terms of new jobs created, jobs retained and other economic impacts; Port work related to safety and security of Port-owned facilities, i.e. the Hood River-White Salmon Interstate Bridge; Port culture of open collaboration and transparency; specific development and workforce objectives. Regarding bridge replacement, the Port is under contract with the State of Oregon to deliver a completed Final EIS in the next two years. While committed to working in a wholly transparent, open and collaborative way with regional partners, the Port is not yet in a position to make decisions on the future ownership and operation of the new bridge and doesn't expect to be in that position until the EIS process is nearly complete.

TARGET AUDIENCES

The Port is organized into five primary functional areas: Bridge, Airport, Marina, Waterfront Recreation, and Industrial Development. Administratively, Port operations generally fall into three categories: Administrative/Office, Bridge Toll Booth, and Facilities. Each functional area can claim its own group or groups of target audiences and stakeholders dependent on department heads and staff for ongoing informational updates, dialog, and opportunities to provide input throughout the year.

In general terms, the Port's main target audiences are listed below, with some overlap in each category:

- Residents of cities of Hood River, White Salmon, Bingen and Hood River and Klickitat Counties
- Port District constituents
- Port Building Tenants
- Waterfront users
- Marina moorage tenants, guest dock users, cruise ship dock users
- Airport T-Hangar tenants, guest airport users, residential and commercial neighbors of the Airport
- Bridge users and BreezeBy customers
- Businesses and prospective tenants
- Local agencies
- State and federal legislators and their staffs
- Local news media
- Development and construction project bidders and vendors

Secondary audiences:

- Other Ports and public entities of Oregon and the Pacific Northwest (Model organization and programs)
- State and National news media
- Broader public consumer audiences throughout Oregon and Pacific Northwest (Community branding and marketing)

MEDIA

The Port generally employs following media to provide the communications services either in-house or via personal service contracts:

- Press Releases
- Web site(s)
- Social Media (Facebook, Twitter)
- Email Listserv bulk email messaging (newsletters, news alerts, surveys and reports)
- Online Surveys and Feedback Forms
- E-commerce Web Portals
- Presentations
- Print Publications, including twice-yearly newsletters, annual reports
- Print Display Advertising
- Media relations (Including provision of stock photography, B-Roll video, Fact Sheets, etc.)
- Promotional collateral and educational materials development (multimedia)
- Events (Conferences, Trade Shows, Receptions, Tours, etc.)
- Interactive, dynamic-content online Calendars
- Sponsorships
- Policy documents
- Commission Meeting Packets (print and digital)
- Signage: Way finding, Traffic Control, Interpretive, Promotional and Informational
- Maps: Way finding, Parking Control, Promotional and Informational
- Public Notices and Classified Advertising

Commission Memo



Prepared by: Daryl Stafford
 Date: December 4, 2018
 Re: Rate Schedule for Waterfront Events

During the Fall Planning Session November 20, 2018 there was discussion of large events on the Waterfront during the busy summer months and the impact that they have on Port Property and surrounding areas.

User groups that utilize this same area have increased in size and variety. The events coincide with the high use times for locals and tourists causing congestion.

The key points that were reviewed were:

- Availability for Parking for guest patrons and Season Pass holders.
- Waterfront beach access for the public.
- Potential loss of Parking Revenue due to the parking lot being exclusively reserved for the event.
- Event Site Parking Lot Data from 2018:
 - 2018 Average revenue per day during July & August: \$540
 - 2018 Event Site Exclusive Event price: \$900 per day includes the parking lot.

Event Site Parking Lot	2017	2018	% (+/-)
Quantity Daily Parking passes sold	5197	5432	5%
Quantity Annual Parking passes sold	745	1084	46%
Total Parking Revenue	\$114,050	\$139,534	23%

Staff has considered all user groups and would like to add the option for large events to rent the Event Site without exclusive use of the parking lot, and to increase rates during July and August.

See Exhibit "A", Proposed 2019 Rate Schedule (proposed changes are in red).

RECOMMENDATION: Information and discussion.

If the Commission is satisfied with the proposed rate schedule, then:

Approve 2019 Rate Schedule for events on the waterfront.

This page intentionally left blank.

**PORT OF HOOD RIVER
EVENT RULES AND REGULATIONS
FEES AND REQUIREMENTS**

Draft 11/30/2018

The purpose of the Rules and Regulations is to make Port public spaces available for reasonable use, and to provide a process for the reservation of such space. Subject to these Rules and Regulations, the Port will consider public spaces for special events and uses when they do not overly restrict access by the general public or interfere with Port business operations. A User Agreement is required for the use of Port Property for special events or uses. A special event or use is any activity that attracts people to a specific location for commercial or other purposes.

The Port retains the right to cancel any scheduled use in the event of an emergency or for other Port requirements, as determined in the sole discretion of the Port's Executive Director. In the event a scheduled use must be canceled, the Port will provide the Permittee with as much notice as possible.

1. **Application Fee and Form:** A completed Event Application and **non-refundable** \$25 application fee are due 60 days prior to all waterfront and park events. If the application is approved an Event Contract will be provided to the applicant via email and shall serve as confirmation and proof of reservation. If the Port denies the application, notification will be provided by email.
2. **Event Contract:** An approved Event Contract is required to reserve any Port property or facility for any event or gathering that involves more than visiting or routine use by the public at large. User Agreements are issued by the Port in its sole discretion based upon an evaluation of availability of Port properties, as well as the nature and duration of the proposed use. Failure of the applicant to fully disclose intended use may result in immediate cancellation of reservation and denial of subsequent use.
3. **Site & Parking Plans:** Site & parking plans must be provided to and accepted by the Port for those events using equipment, booths, garbage handling, portable sanitation, staging and/or entertainment using amplified sound systems. Races, walks, bikathons, etc., must provide a route map to the Port. The Renter shall conduct the event in conformance with Port-approved policies and other Port requirements.
4. **Parking:** Permittee and all event attendees must observe and adhere to the Port's parking regulations as indicated by signage. Overnight parking is prohibited, except by prior written permission the Port. Event organizers are responsible for ensuring event patrons do not park in prohibited areas.

Special events and uses with high attendance may be required to adhere to and implement a Special Event Parking Management Plan on the day of the event. The plan specifics would be coordinated with the Port. Permittee is required to provide adequate staffing for the parking lot(s) for the duration of the approved use.

5. **Permits:** At least 10 days prior to event, copies of any required permits from the City of Hood River, Hood River County Health Department, Oregon Department of Transportation, or other regulatory agencies, including the Oregon Liquor Control Commission, Oregon State Marine Board, or the U.S. Coast Guard, etc., must be provided to the Port. The City of Hood River requires a Special Event Permit for all public events, which is reviewed by City fire, police, and sanitarian officials.

6. Fee Structure: Renter shall pay the following fees. Multiple-day events may be negotiated.

Rates & Fees

MARINA PARK / HOOK / SPIT / NICHOLS BEACH:	
Up to 50 people	\$50.00 per day
50 – 100 people	\$200.00 per day
Over 100 people	\$500 Exclusive Use per day
PICNIC SHELTER: (Fees Apply only to advanced reservation of shelter)	
Up to 75 people	\$50.00 Exclusive use non-commercial per day \$100.00 Exclusive use commercial per day
75-150 people	\$200.00 Exclusive Use per day
MARINA GREEN:	
Up to 50 people	\$50.00 per day
50 – 200 people	\$200.00 per day
Over 200 people	\$900.00 Exclusive Use per day

EVENT SITE	Months Excluding July & August	July & August Only
Up to 50 people (No reserve parking)	\$100.00 per day	\$150 per day
50 – 100 people (No reserve parking)	\$250.00 per day	\$325 per day
NEW: Over 100 people: Not Including Parking Lot	\$500 per day	\$600 per day
Over 100 people Exclusive Use Including Entire Parking lot	\$1000	\$1500 per day
NEW: Over 100 people Exclusive Use Including Partial Parking lot	\$700 per day	\$900 per day
ALL EVENTS/ALL SITES: Move in/Move out days: (\$200)/per day; Move in / Move out does not imply exclusive use and shall not significantly impact normal use of venue. Based on review of Event Proposal, large events may constitute the need for Exclusive Use Move In / Move Out days.		

- 7. Payments Due: Fees are due 10 days prior to the event.** Additional charges assessed for restroom cleaning, damages, and Port staff assistance will be due and payable upon receipt of invoice after the event.
- 8. Insurance:** An individual Renter shall provide and maintain Comprehensive General Liability Insurance Coverage with a minimum combined single limit of \$1,000,000.00 naming the Port of Hood River as an Additional Insured. A commercial Renter shall provide and maintain broad form Comprehensive Commercial General Liability Coverage with a minimum combined single limit of \$1,000,000.00 naming the Port of Hood River as an Additional Insured. All Renters serving alcohol (for sale) must include complete Liquor Liability Coverage with a limit not less than \$1,000,000.00. If a Renter plans to provide alcohol (not for sale) the policy must include Host Liquor Liability with a minimum limit of \$1,000,000.00. All of the required policies shall be written as a Primary Policy, not contributing with or in excess of any coverage which the Port of Hood River may carry. All copies of insurance certificates must be on file in the Port office prior to set-up. There will be no exceptions. These documents may be reviewed for compliance by the Port's Agent of Record. The Port has discretion to waive this requirement for low-attendance non-public events in the Marina Park such as picnics.
- 9. Alcohol Policy:** If Renter will be selling or serving alcohol at the event, Renter must sign the **Event Alcohol Control Policy** form and follow its requirements and recommendations. **OLCC Permits:** If alcohol is sold or served at public events, an Oregon Liquor Control Commission permit must be obtained and submitted to the City of Hood River Police Department and the Port of Hood River for approval.
- 10. Security:** Adequate security for the event is the responsibility of the Renter. Certified security guards will be required for public events serving alcohol. (See City of Hood River's Special Event Application.) It is the sole responsibility of the Renter to control the event, protect the people present, and comply with all applicable laws and regulations. The Port of Hood River has no responsibility for the event. Port staff will not be onsite unless contracted to do so.
- 11. Food Service/Sales:** Renter shall ensure that all food and alcohol vendors are in compliance with OLCC and food handler laws and regulations. Food Handler Permits may be obtained from the Hood River County Health Department and a copy submitted to the Port. Renter is responsible for all damages caused by vendors and concessionaires, as well as any violations of Port policies. Damages will be assessed after the event and payable upon receipt of invoice.
- 12. Use of Port Name:** The Renter may use the official Port name, logos, or other identification the Port wishes to be identified by in Renter's promotional, advertising and marketing materials.
- 13. Fee or Cost Waivers:** The Port will not waive fees for commercial events with concessions or sales of any type. However, the Port may consider waivers or fee reductions for youth sports and activities or events resulting in community-wide benefits, if an event is a not-for-profit activity involving financial or in-kind contributions from or to local agencies, organizations or residents.
- 14. Indemnification Agreement:** The Renter agrees to indemnify and save the Port, its Commissioners, officers, employees and agents, harmless from any claims by any persons, firms, or corporations arising from or related to event activities conducted on

Port premises or arising from or related to any act of Renter or Renter's agents, contractors, employees, invitees or licensees in or about the Port premises, and from all costs, legal fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against the Port by reason of any such claim, Renter, upon notice from the Port, covenants to resist and defend such action or proceeding by legal counsel satisfactory to the Port.

- 15. Port Right to Cancel:** The Port reserves the right to cancel an event at any time, in the Port's discretion. In case of Port cancellation, neither Renter, nor any third party, shall have the right to claim damages of any kind resulting from the cancellation. The Port may refund rental deposit(s), when appropriate, if an event is canceled.

RENTER COSTS & RESPONSIBILITIES

- 16. Restrooms & Water:** Port Public Restrooms open starting late Spring and close early Fall. For events with high attendance, the Port may require Permittee to coordinate and pay for the rental of sani-cans to be available on site during the special event or use Exclusive Use events at the Marina Green and Event Site must provide portable toilets at the rate of one toilet per 125 participants. All costs associated with the required rental, delivery, pick up, etc., would be those of the Permittee. Event site bathrooms will be closed during exclusive use events unless prior access arrangements have been made with the Port and professional janitorial services have been hired, at the Renters expense, to maintain the bathrooms throughout the rental period.
- 1. Damages:** Renter shall arrange a grounds inspection with Port Facilities staff prior to set up and following exclusive use events at the Event Site and Marina Green. All Sites: Renter shall be assessed at Port's cost for repair of any event related damage to facilities including irrigation or parking lot damage from vehicles, stakes or posts. Waterfront Manager may require a Damage and Cleaning Deposit for certain events.
 - 2. Traffic Control:** Renter shall provide traffic and parking control if over 100 cars per day are anticipated.
 - 3. Water and Electricity:** Renter shall be responsible for any special utility connections at Renter's cost.
 - 4. Garbage:** Renter shall provide sufficient garbage receptacles and collection to accommodate the needs of the event. Permittee is responsible for the removal and proper disposal of all trash, debris and litter, and if necessary, pay for its removal. For events with high attendance and/or that are anticipated to produce a large amount of trash, the Port may require Permittee to coordinate and pay for a waste management service, including but not limited to the rental, delivery and pick up of trash, and have them available on-site during the special event or use. All costs associated with this requirement would be those of the Permittee Following the last paid Move Out day, any remaining garbage or other materials will be removed by the Port at Renters expense.
 - 5. Port Services or Equipment:** Use of any Port equipment or services such as picnic tables and garbage cans shall be negotiated prior to event.

PORT COSTS & RESPONSIBILITIES

- 1.** Port will provide basic water and electricity at no additional charge.
- 2.** Port will provide Renter opportunity for a site inspection and walk through with facilities staff prior to and following event.
- 3.** Port will notify tenants and other users of the park or waterfront closure, if necessary, as well as any other negotiated restrictions on access and use.
- 4.** Port staff will be available during normal working hours to provide minor assistance and coordination during set-up and after event during removal and clean-up.

This page intentionally left blank.

Hood River-White Salmon Bridge Replacement Project

Project Director Report
December 4, 2018

The following summarizes Bridge Replacement Project activities from November 21 through December 4, 2018.

FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)

Attached is a detailed list of tasks accomplished in the third month of the project (October 2018).

Major Work Performed in October:

- Prepared for public information campaign for Dec. 10 Community Meeting
- Initiated coordination with the US Coast Guard and US Army Corps of Engineers
- Prepared the draft transportation methodology memo (to be used for both engineering and environmental justice work)

Major Work Coming Up:

- Re-evaluation of prior work studies
- Implementation of Dec. 10 Community Meeting
- Tribal consultation plan in January
- Complete coordination with the US Coast Guard and US Army Corps of Engineers
- Permit plan being developed

EIS Working Group (EISWG):

- Members invited to Community Meeting along with stakeholders from interview phase

Other Highlights:

- Open House is scheduled for Monday, December 10th from 6-8 at Best Western Hood River Inn. Marketing campaign underway. Significant advertising will be running in local newspapers, radio stations and websites.
- Received third WSP invoice for October 2018 work. Below is a summary of the work completed including percent of budget spent and percent of physical work completed.
- Project Update Poster will be displayed in Port's reception area and rotated monthly.
- Thank you to Port staff, Marcela Diaz and Jana Scroggins, for providing support during Open House.

STANTEC TRAFFIC CONSULTING

- Looking at first meeting in February for Work Session on T&R 101 as Rick Gobeille is not available to travel for January 22nd.

FEDERAL ADVOCACY

- The Port of Hood River has been an active participant in the Pacific NW Waterways Association (PNWA) Mission to Washington to advocate not only for Port of Hood River projects, but also for issues effecting commerce on the entire Columbia River. The Mission is scheduled for March 10-14, 2019.
- Hal Hiemstra, Summit Strategies, has also indicated that July would be a good time for follow-up visits. House and Senate Appropriation bills are usually in play in July – and though the Port will be about a third of the way through NEPA – and there is a chance an infrastructure bill could be in play. Stops for a July visit would include:
 - Washington Senators x 2
 - Oregon Senators x 2
 - Washington Rep.
 - Oregon Rep.
 - USDOT
 - USDA
- August is not a good time to plan a trip as Congress is out of session and most key staff is on vacation.
- Will schedule joint government affairs conference call with Port’s lobbyists in Olympia (Brad Boswell), Salem (Dan Bates), and Washington DC (Hal Hiemstra) to discuss strategy moving into 2019.
- Included in your packet is a conceptual schedule that combines the legislative process with the five-phased bridge replacement schedule. This is purely conceptual and will be modified/improved as the project moves forward.

ODOT CONTRACT

ODOT has developed an Intergovernmental Agreement (IGA) a draft of which is currently being reviewed. The services that ODOT will be providing are not unlike those of a consultant and this IGA creates a framework for ODOT to be paid for their consultation services. ODOT will review the documents prepared by WSP before approving on behalf of FHWA.

As noted last month, this contract will provide reimbursement through the “re-evaluation” process. Based upon the re-evaluation, FHWA can require one of three paths forward:

- Supplemental Draft EIS (DEIS) plus Final EIS (FEIS)
- Final EIS, or
- Environmental Assessment (EA)

Each of these three paths has different requirements and ODOT will reassess their time commitments after FHWA makes their decision. ODOT has included a “not to exceed” amount of \$24,000 for the work through the re-evaluation. This work is scheduled to be completed by March of 2019.

Staff expects to bring the fully vetted contract to the Commission at their December 18th meeting.

ODOT re-affirmed that their staff will continue work on the project during the IGA development and will reimburse the Port from the \$5-million grant proceeds.

COMMUNITY OUTREACH

- Sen. Cantwell's aid, Richard Evans, will be scheduling a trip to Hood River to learn more about the project. Sen. Murray's aid, David Hodges, may join Evans.
- Have talked with the region's two new state legislators. Anna Williams (D-Hood River) will be representing Oregon's 52nd District previously held by Jeff Helfrich. Chris Corry (R-Yakima) will be representing Washington's 14th District previously held by Norm Johnson who retired.

This page intentionally left blank.



November 27, 2018

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 #3: October 1, 2018-October 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:

- Finalized public involvement planning materials
- Initiated coordination with the US Coast Guard and the US Army Corps of Engineers
- Prepared the draft transportation methodology memorandum
- Please see following table for detailed progress summary by task

II. Issues encountered:

- None.

III. Decisions or actions pending:

- Decision on the specific NEPA documentation is pending further input from FHWA and ODOT. Meeting is scheduled for November 9th to follow up the September 24th meeting that concluded with FHWA acting as the lead federal agency for NEPA.

Sincerely,

WSP USA, Inc.

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

Angela J. Findley, PMP
Project Manager



INVOICE

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

*Ok to pay
 Greenwood
 Bridge Replacement*

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

11/28/2018

Invoice Date: November 27, 2018
 Invoice No: 828506
 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 03 PE 31Oct18

Services provided from October 01, 2018 to October 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		2,456.58	2,456.58	274,668.42	0.89 %
1	Project Management	382,625.00	17,419.52	38,445.92	55,865.44	326,759.56	14.60 %
2	Public involvement	283,620.00	14,983.01	27,025.27	42,008.28	241,611.72	14.81 %
3	Project Delivery Coordination	19,440.00				19,440.00	
5	Environmental	1,046,102.00	19,603.63	15,888.11	35,491.74	1,010,610.26	3.39 %
6	Engineering	836,578.00	2,534.09	3,225.22	5,759.31	830,818.69	0.69 %
7	Transportation	153,962.00	1,659.63	1,422.54	3,082.17	150,879.83	2.00 %
8	Permit Assistance	148,548.00	8,241.90	2,475.13	10,717.03	137,830.97	7.21 %
		3,148,000.00	64,441.78	90,938.77	155,380.55	2,992,619.45	4.94 %

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

Angela Findley
 Project Manager

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

TASK 1. PROJECT MANAGEMENT

1.1 Project Management and Coordination

- Coordinated with Port and project team
- Continued preparing the Project Management Plan and Quality Assurance Plan
- Updated the detailed project schedule

Work Scheduled for Next Month:

- *Continued coordination with Port and project team*
- *Submittal of the Project Management Plan and Quality Assurance Plan*
- *Updated schedule*

1.2 Client Progress Meetings

- Prepared for and facilitated a client progress meeting on October 17
- Prepared and distributed the action items log

Work Scheduled for Next Month:

- *Prepare for and facilitate client progress meeting on November 26*

1.3 Consultant Team Meetings

- Prepared for and facilitated a consultant team meeting with project task leads on September 27

Work Scheduled for Next Month:

- *Prepare for and facilitate Consultant team meeting on November 15*

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 continue finalize the Public Involvement Plan
- Coordinated with PI Team to develop additional rounds of logo options; finalized and submitted final logo files
- Finalized the communications protocol

Work Scheduled for Next Month:

- *Coordinate with Port and Consultant team to implement the Public Involvement Plan*

2.2 Stakeholder Interviews

- Prepared and submitted Draft Stakeholder Interview Memorandum

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

- Incorporated review comments from the Port; completed and submitted Final Stakeholder Interview Memorandum

Work Scheduled for Next Month:

- *Close task.*

2.3 Media Releases, Fact Sheets and eNewsletters

- Began preparing a draft media release and fact sheet to support the December community meeting

Work Scheduled for Next Month:

- *Complete and submit the draft media release and fact sheet to the Port for review.*

2.4 Social Media, Digital Ads and Videos

- No activity

Work Scheduled for Next Month:

- *Prepare and submit the draft social media content and digital ads to the Port for review.*

2.5 Project Website Support

- Began preparing a draft website content to support the December community meeting

Work Scheduled for Next Month:

- *Complete and submit the draft website content to the Port for review.*

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

- Began preparing strategy and materials for Working Group Meeting #1.

Work Scheduled for Next Month:

- *Finalize materials, attend and facilitate the November 8 Working Group Meeting*
- *Review meeting summary prepared by the Port*

2.7 Stakeholder Working Group

- No activity

Work Scheduled for Next Month:

- *No activity planned*

2.8 Public Open Houses

- Began preparing draft event plan for the December community meeting

Work Scheduled for Next Month:

- *Complete and submit the draft event plan to the Port for review.*
- *Coordinate staffing, materials, logistics for the community meeting with the Port and Consultant team*

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

2.9 Public Comments

- No activity

Work Scheduled for Next Month:

- *No activity planned*

2.10 Community Outreach Events

- Researched opportunities for community outreach events that could be held in January

Work Scheduled for Next Month:

- *Continue coordination with the Port and Consultant team to schedule an event*

2.11 Environmental Justice

- Researched opportunities for EJ outreach events that could be held in January

Work Scheduled for Next Month:

- *Continue coordination with the Port and Consultant team to schedule an event*

2.12 Status Reports

- Prepared and submitted a final October status report on October 9

Work Scheduled for Next Month:

- *Prepare the November status report*

TASK 5. ENVIRONMENTAL

5.1 Environmental Study Plan and Coordination

- Continued preparing the Environmental Study Plan

Work Scheduled for Next Month:

- *Continue preparing the Environmental Study Plan*

5.2 Agency Coordination

- Met with ODOT Environmental Lead on October 26 to prepare for November 9th meeting with FHWA
- Prepared materials for the November 9th meeting with FHWA, ODOT and Port
- Began preparing a draft Agency Coordination Plan and Tribal Consultation Plan

Work Scheduled for Next Month:

- *Meeting with FHWA, ODOT and the Port on November 9th*
- *Continue preparing a draft Agency Coordination Plan and Tribal Consultation Plan*

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

5.4 Technical Reports, Memoranda and Study Updates

- Continued preparing baseline visual resource and socioeconomic data and documentation

Work Scheduled for Next Month:

- *Continue preparing a baseline environmental technical information and documentation*

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 as needed*

TASK 7. TRANSPORTATION

7.1 Methodology Memorandum

- Completed and submitted the Draft Transportation Methodology Memorandum for Port review

Work Scheduled for Next Month:

- *Incorporate Port's review comments and submit Revised Draft Transportation Methodology Memorandum to ODOT for review*

7.2 Data Review and Collection

- Continued collecting and reviewing traffic data

Work Scheduled for Next Month:

- *Complete data review*

TASK 8. PERMIT ASSISTANCE

8.1 Permit Plan and Coordination

- Began preparing the Draft Permit Plan

Work Scheduled for Next Month:

- *Complete Draft Permit Plan and submit to the Port for review*

8.3 US Coast Guard Permit

- Held coordination teleconference with the US Coast Guard on October 16
- Began preparing the Draft Bridge Project Initiation Request

Work Scheduled for Next Month:

- *Complete the Draft Bridge Initiation Request, obtain Port review, finalize and submit to the USCG*

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

8.5 US Army Corps of Engineers Permits

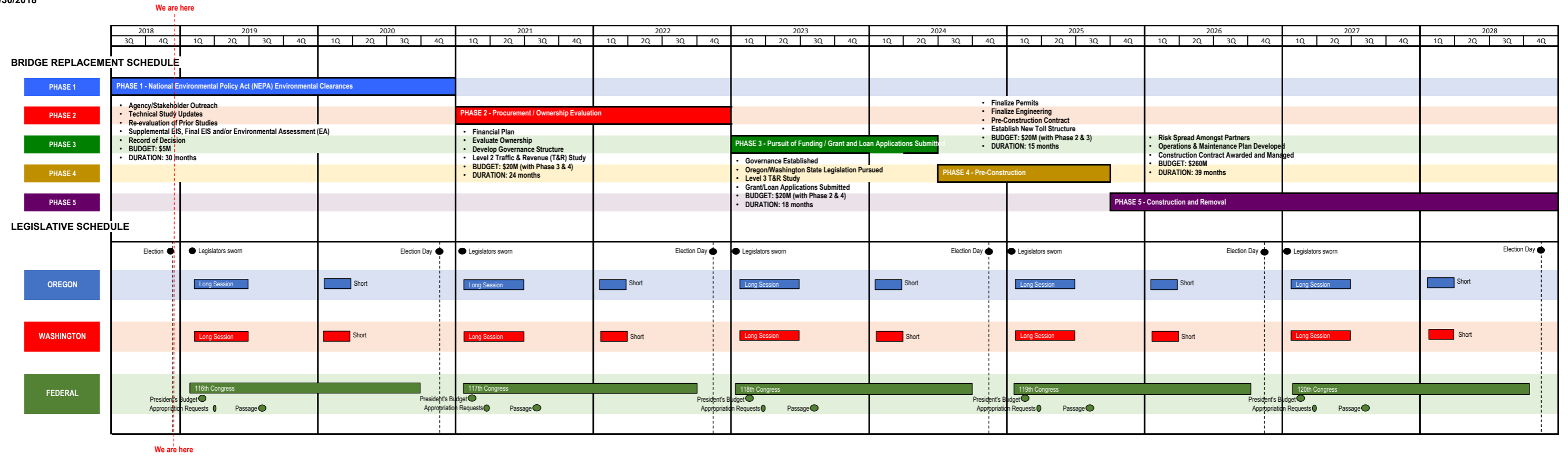
- Continued coordinating with the USACE to clarify information needed to initiate the Section 408 process

Work Scheduled for Next Month:

- *Complete the Draft Section 408 Initiation Request, obtain Port review, finalize and submit to the USACE*

This page intentionally left blank.

PORT OF HOOD RIVER
BRIDGE REPLACEMENT CONCEPT SCHEDULE
 11/30/2018



This page intentionally blank.

Executive Director's Report

December 4, 2018

Staff & Administrative

- As always, staff extends a big thank you to each Commissioner for your participation in the lengthy Fall Planning meeting on November 20. The annual planning meetings provide key input to staff on the approach the Commission seeks to take on various matters.
- We have met all the requirements required by SDAO to achieve a 10% reduction in our property insurance coverage premiums. Thanks to Marcela Diaz for coordinating this effort.
- CFO Fred Kowell has started to commute from his home in N.E. Portland to Hood River using only mass transit options. Travel legs require MAX Light Rail to Gateway, then using the Gorge Express bus to downtown Hood River, then a walk to the Port office.
- Kevin is preparing a draft itinerary for travel to the PNWA Mission to Washington next spring and an additional trip later in the year to focus on Bridge replacement advocacy. This will be a topic for additional Commission discussion at the Dec. 20 meeting.
- The 15-year revenue bonds issued in 2003 for bridge improvements were paid off on December 1. The original issuance amount was \$12 million. The funds were primarily used for replacement of the metal deck and upgrades to the Toll Plaza. Annual debt service has totaled about \$750,000.
- The OneGorge Advocacy group met November 28 in the Port conference room with over 20 people in attendance, including newly elected Oregon House Rep. Anna Williams. There was significant discussion on legislative priorities for 2019 including transportation/transit, funding for rural Sheriff's departments for recreation related public safety costs and search and rescue, and legislative fixes for recreational immunity. Genevieve has re-assumed responsibility for coordinating the group's meetings while Brittany Berge is on maternity leave from Port of Cascade Locks.

Recreation/Marina

- The unisex bathroom at the Marina, which is left open for moorage tenants after the main bathrooms are closed for the winter, was vandalized on November 14. Persons stole all the ADA rails around the toilet and the shower. The bathroom is now locked with a dead bolt. Only the Moorage tenants' bathroom on the east side is now available. Repairs will involve about \$400-\$700 worth of new fixtures and hours of work for replacement.
- As in the past two years, the 'Pastime' is moored at the Cruise Ship Dock for the next few months. The Pastime typically leaves for its summer home in northern waters in March.
- Local Grind has opted to not go forward with their food cart at the Event Site for the upcoming season.

- Staff has been working with the large Event directors to revise some of their site plans for the upcoming 2019 season to help address the parking and beach access concerns.
 1. KB4C- Tonia Farman was agreeable to having the Port run the Event Site parking lot and keeping it open to the public instead of having it exclusive to her event. Lot #1 will be used for overflow parking. Passholders will be able to park as usual and have access to Lot #1 when it fills up. The Port will collect the revenue as they would any other day.
 2. Downwind Paddle Champs- Staff is working with Event director Carter Johnson to determine if the empty lot east of the Maritime building can be used for the shuttles that pick up the paddlers during the event instead of the West Jensen Parking area. Jensen West will remain open to pass holders, the general public and event participants as any other day. Access to the Waterfront concrete steps leading to the water will remain open to the public.
 3. AWSI (All Wind Sports Industry)- Staff is reworking the site plan for this event to allow a larger access area for the public to get out to the sandbar and better utilize overflow parking in Lot #1. A portion of the Event Site parking lot will be utilized for the Event. The remainder will be available to the public and passholders.

Development/Property

- Work continues regarding the existing storm line near the west end of Riverside Dr. The City inspected a portion of the line with a video camera on Nov. 2. Terra Surveying has completed their work to gather invert elevations, inlet locations and other information about the existing line. The civil engineering firm Brown & Caldwell has been retained to evaluate the condition of the existing line.
- We have not yet received a response back from Business Oregon on our application for a “Ports Planning & Marketing Fund” grant to conduct a market analysis for Lot #1. We hope to receive a response soon so that the work can be carried out in a timely way with the Public Infrastructure Plan (“Plan”). The Plan will be presented to the Hood River Urban Renewal Agency Board on December 10. I will schedule a briefing with URA Board members Streich and Meriwether in advance of the meeting.
- Work has begun to move the stored soil/wood stockpile from the Lower Mill site to the Airport. The contractor is Groat Brothers.
- The contract with private security firm HRT started in early November and has proven successful so far. Patrol of Port waterfront properties is carried out between about 10:00 p.m. and 5:00 a.m. Staff receives a written report each morning at about 6:00 a.m. An example report is attached. Aside from the simple fact that there is overnight surveillance of public waterfront property, which may deter un-wanted behavior, the reports provide a summary of un-attended vehicles in various areas and supports enforcement of the Waterfront Parking Plan, particularly related to commercial trucks.

Airport

- A block of mostly cherry trees has been removed from the east end of the airport. The block has not been producing and has not been maintained or harvested for the last two years.

Bridge/Transportation

- The data and images from the underwater survey carried out by Solmar Hydro, Inc. on October 24 should be available for review by the Commission at one of the meetings in December. Consolidation of the survey data is nearly complete.
- There was a hit and run accident on the bridge the evening of November 24 around 11:30 p.m. involving two vehicles. The driver that attempted to flee was apprehended near the toll booth. I appreciate the quick response of law enforcement (Hood River Police, White Salmon Police and Oregon State Police, and toll staff Leroy Pierce who coordinated the towing response. Thank you also to John Mann who was called by dispatch and immediately went to the scene to assist. There was no significant damage to the Bridge.
- As previously reported, a car broke through the barrier gate in Lane #1 (north bound outside lane), stopped and then backed up into the gate which twisted the cabinet, main shaft and mounting plate. A new gate assembly has been ordered, which should take several weeks.
- Welding of the bridge deck commenced on November 26. About 25% of the work was completed that day; unfortunately, weather conditions prevented further work until Friday, November 30. Welding will continue to completion when weather windows allow.
- The final Fracture Critical Inspection Report is complete and has been submitted to ODOT.
- Staff has ordered new limit switches for all lift span warning and barrier gates and will be replacing them the week of December 3. This is the solution recommended by the Gareth Rees, electrical engineer with Stafford Bandlow to resolve the recent malfunction that occurred in early November. Staff is in regular contact with the Coast Guard to keep them informed of repair status. We are still able to lift the bridge, but in the absence of operable gates, required positioning of Port vehicles and warning devices, and a minimum 12-hour notice from mariners.





This page intentionally left blank.





HRT Security Patrol Services

Activity Log Report

LV-009-PHR: Port of Hood River

11/26/2018 05:01 - 11/27/2018 05:00

Date and Name	Activity
11/26/2018 22:35 kchandler	Patrol: 12-2 In the area
11/26/2018 22:42 kchandler	GPS Hit (45.71231767, -121.50158905) 0.1 mi. 
11/26/2018 22:54 kchandler	GPS Hit (45.71465375, -121.50393558) 0.2 mi. 
11/26/2018 23:05 kchandler	GPS Hit (45.7139512, -121.5086173) 0.5 mi. 
11/26/2018 23:11 kchandler	GPS Hit (45.71551705, -121.51191904) 0.8 mi. 
11/26/2018 23:14	GPS Hit (45.71517833, -121.51605124) 1.0 mi.

kchandler	
11/26/2018 23:19 kchandler	<p>Subject had been driving all day. Pulled off for a few hours rest. He will not be staying all night, just long enough to feel safe driving again.</p> <p>12-1 P2 (contact / no action)</p>
11/26/2018 23:28 kchandler	<p>GPS Hit (45.71621038, -121.52654902) 1.8 mi.</p> 
11/26/2018 23:31 kchandler	<p>Patrol: 12-1</p>
11/27/2018 00:18 kchandler	<p>Patrol: 12-2 In the area</p>
11/27/2018 00:27 kchandler	<p>GPS Hit (45.71468318, -121.50681491) 0.4 mi.</p> 
11/27/2018 00:36 kchandler	<p>GPS Hit (45.71262831, -121.50124844) 0.0 mi.</p> 
11/27/2018 00:38	<p>GPS Hit (45.71485351, -121.51579807) 1.0 mi.</p>

kchandler



11/27/2018 00:42
kchandler

GPS Hit (45.71565255, -121.52698236) 1.8 mi.



11/27/2018 00:49
kchandler

GPS Hit (45.71489936, -121.51175935) 0.7 mi.



11/27/2018 00:53
kchandler

GPS Hit (45.71426346, -121.5087441) 0.5 mi.



11/27/2018 00:59
kchandler

Patrol: 12-1

HRT Security Patrol Services

Parking Enforcement Report

LV-009-PHR: Port of Hood River

11/26/2018 05:01 - 11/27/2018 05:00

Date	License	Citation	Make / Model	Location	Reason	Type	Permit	Cited	Towed	History
11/26/2018 22:40 by kchandler				Marina	Abandoned / Unattended	Guest	No	No	No	No history
11/26/2018 22:45 by kchandler				Marina	Abandoned / Unattended	Guest	No	No	No	No history
11/26/2018 22:44 by kchandler				Marina	Abandoned / Unattended	Guest	No	No	No	No history
11/26/2018 22:38 by kchandler		Parked off to the west side in the gravel		Marina	Abandoned / Unattended	Guest	No	No	No	No history

Commission Memo



Prepared by: Michael McElwee
Date: December 4, 2018
Re: ECO Northwest Contract – Lot #1

Along with current efforts to prepare a Public Infrastructure Framework Plan, the Port and URA Board seek to further understand Lot #1's future development potential. Staff sought a proposal from the firm of ECO Northwest ("ECO") to carry out an industrial demand analysis to gauge the level of market interest in the property and help identify the needs of businesses that would seek to locate there. ECO is the same firm that carried out a financial analysis of Lot #1 this past spring.

The cost of such an analysis is approximately \$23,940. To help offset the cost, staff sought a "Port Planning and Marketing Fund" grant in the amount of \$17,955 which requires a pledged cash match of \$5,985. Reports from Business Oregon staff is that our application is likely to be approved.

Once the application paperwork is received and fulfilled, the work would take approximately eight weeks to complete.

RECOMMENDATION: Approve contract with Eco Northwest to conduct an industrial market demand analysis for Lot #1 not to exceed \$23,940 plus reasonable reimbursable expenses, subject to grant approval.

This page intentionally left blank.

PERSONAL SERVICES CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as “Port”), and ECONorthwest (hereinafter referred to as “Consultant”).

In consideration of the mutual covenants set forth in this Agreement, Port authorizes Consultant and Consultant agrees to carry out and complete services as described below:

1. **PROJECT:** Work shall be performed by Consultant is generally described as carrying out a market assessment of the potential for development on Lot #1, a portion of the Hood River Waterfront.
2. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in the scope of services attached hereto and incorporated herein as **Exhibit ‘A’** (“Services”) and to the extent described in this Agreement and shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the community. The Consultant shall be responsible for providing, at the Consultant’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this contract is fully executed and shall terminate on **March 1, 2019** or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.
4. **ADDITIONAL SERVICES:** The Port may request that the Consultant provide the Port with certain services not identified in Exhibit A (“Additional Services”). Additional Services shall not be performed by the Consultant unless written approval is received from the Port. Upon receipt of the written request, the Port and the Consultant shall negotiate the scope of the relevant Additional Services and price, which shall be subject to the mutual written agreement of the Consultant and the Port. If the Consultant performs any Additional Services prior to or without receiving a written request from the Port, the Consultant shall not be entitled to any compensation for such Additional Services. Authorization shall be issued by individual work orders or by amendment to this contract that is signed by the Executive Director of the Port.
5. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of this Agreement however it is agreed and understood that the Consultant must use sound professional practices.
6. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement in an amount not to exceed **\$23,940** (“Compensation”), unless otherwise approved by the Port. The Port will also reimburse Consultant for reasonable direct expenses incurred by the Consultant (“Reimbursable Expenses”). Reimbursable Expenses are exclusive of the not-to-exceed amount. Consultant will not exceed **\$1,000** in total Reimbursable Expenses without Port approval.

Consultant shall submit monthly invoices computed on the basis of hours worked and tasks completed to date. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the Port. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice.

If Port does not pay within twenty-five (25) days of receipt of invoice acceptable to Port, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Consultant reserves the right to withhold services or cancel this Agreement if Port's account is more than sixty (60) days delinquent.

7. **STATUS OF CONSULTANT AND RELATIONSHIP TO PORT:** The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.
8. **REPRESENTATIONS:** The Consultant represents and covenants that:
- a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them.
 - b. To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant understands the locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
 - c. The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
 - d. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon, and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
 - e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

9. **CONSULTANT'S INSURANCE:**

Consultant shall keep and maintain the following insurance for the duration of the contract period:

- a. 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 Contract.
- b. 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.
- c. 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 wrongful acts, errors or omissions in any way related to this Contract.
- d. Prior to commencing any work under this Agreement, the Consultant shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.
- e. 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 under ORS 656.027.)

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 Commercial 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 reviewed by the Port. The contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

If any policy obtained by the Consultant is a claims-made policy, the following conditions shall apply: the policy shall provide the Consultant has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Consultant agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

10. **INDEMNIFICATION:** The Consultant shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the negligent acts of the Consultant, or any of the Consultant's sub-consultants, Consultant's suppliers and/or Consultant's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Consultant to the Port shall survive the termination or expiration of this Agreement.

11. **CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Consultant by the Port or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the Port so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the Port, and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.

12. **ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

13. **SUBCONSULTANTS:**

a. **General.** The Consultant is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-consultant by the Consultant shall be pre-approved by the Port. The Consultant agrees that each and every agreement of the Consultant with any sub-consultants to perform Services under this Agreement shall be terminable without penalty.

b. **Sub-Consultant Commitments:** All of the Consultant's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:

- i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this Agreement.
- ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement
- iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.

The Consultant shall provide the Port with a copy of each subcontract executed with the performance of the Services within seven (7) days of each subcontract's execution.

Sub-consultants who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be sub-consultants of the Consultant and not consultants of the Port. The Consultant shall pay or cause each sub-consultant to pay all wages, salaries and other amounts due to the Consultant's sub-consultants in performance of the duties set forth in this Agreement and shall be responsible for any and all reports and obligations respecting such sub-consultants. All sub-consultants

shall have the skill and experience and any license or permits required to perform the Services assigned to them.

- 14. TERMINATION NOT-FOR-CAUSE:** In addition to any other rights provided herein, the Port shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination.
- a. Obligations of Consultant. After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:
 - i. Stop work on the Services as specified in the notice of termination;
 - ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
 - iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
 - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
 - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
 - b. Termination Settlement. After termination, the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.
 - c. Payment Upon Termination. As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
 - d. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
 - e. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.
- 15. FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by circumstances beyond its reasonable control, including but not limited to acts of God, acts of governmental authorities, strikes, riots, civil unrest, war, lockouts extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable

contemplation of either party. For delays resulting from unanticipated material actions or inactions of Port or third parties, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this contract subject to termination.

16. **RECORD KEEPING:** The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.
17. **WORK PRODUCT:** All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Consultant herein remain the property of the Port under all circumstances, whether or not the services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.
18. **CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:**
 - a. **Public Records.** The Consultant acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Consultant, are subject to the provisions of the Law, and the Consultant acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.
 - b. **Confidential or Proprietary Materials.** If the Consultant deems any document(s) which the Consultant submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
 - c. **Stakeholder.** In the event of litigation concerning disclosure of any document(s) submitted by consultant to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

19. **DESIGNATION OF REPRESENTATIVES:** The Port hereby designates Michael McElwee, Executive Director and the Consultant hereby designates Mark Hirota, P.E. as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties.
20. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission.
21. **INTERPRETATION:** In this Agreement the singular includes the plural and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
22. **BINDING AGREEMENT:** This agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.
23. **NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
24. **LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.
25. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
26. **OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
27. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon.

28. **MEDIATION/ARBITRATION:** Excepting injunctive relief, any dispute, controversy or claim arising out of, in connection with, or relating to, this Agreement or any breach or alleged breach of this Agreement, shall, upon request of any party involved, be submitted to mediation in Hood River County, Oregon. If a settlement cannot be reached through mediation, the parties agree that the dispute will be submitted to and be settled by arbitration in Hood River County, Oregon. Such arbitration shall be in accordance with Uniform Arbitration Act (UAA) as in effect, and as hereinafter amended. Any award rendered shall be final and conclusive upon the parties, and a judgment on such award may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of their respective own experts, evidence and counsel's fees. The parties to either mediation or arbitration recognize that mediation sessions are settlement negotiations and that settlement negotiations are inadmissible in any litigation or arbitration of their dispute, to the extent allowed by law. The parties will not subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceeding beyond mediation. In addition, the parties agree that all information obtained in either the mediation or arbitration process is strictly confidential and further agree that the party not otherwise having such information available to them other than through the mediation or arbitration process shall hold all such information in confidence.
29. **FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
30. **LIMITATION ON LIABILITY:** IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS FOR EVENTS BEYOND THE CONSULTANTS CONTROL; **PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL IN NO WAY DIMINISH CONSULTANTS PROFESSIONAL LIABILITY INSURANCE COVERAGES OR DEFENSE OBLIGATIONS OTHERWISE AVAILABLE TO CONSULTANT UNDER ANY CONSULTANT PROFESSIONAL LIABILITY POLICY.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ____ day of December, 2018.

ECONORTHWEST

PORT OF HOOD RIVER

Name:

Name: Michael S. McElwee

Principal
Title

Executive Director
Title

Date

Date

DATE: September 14, 2018
TO: Michael McElwee – Port of Hood River
FROM: Matthew Craigie, ECONorthwest
SUBJECT: PORT OF HOOD RIVER LOT 1 – INDUSTRIAL DEMAND ANALYSIS - REVISED

Project Understanding and Approach

The Port of Hood River (the Port) has been intently focused on crafting a viable strategy for developing the properties that constitute Lot 1—the last phase of development in Hood River’s waterfront. Currently, the Port is working with Walker Macy Architects and KPFF Engineers to develop an infrastructure development plan for the properties to promote development readiness. Other recent work has included a development feasibility analysis conducted by ECONorthwest. Findings from these efforts has shown that there are significant and costly infrastructure needs in order for the Lot 1 properties to develop. The Port is exploring options to fund these infrastructure needs, and is considering how to partner with others to realize vertical site development.

The Port desires an *industrial demand analysis* to (1) gauge the level of interest in future development of Lot 1, and (2) to help understand the needs and desires of the types of businesses that would locate there. Key questions the Port would like to answer with this research include:

- What is the current and estimated near future level of demand for industrial properties in the Hood River market area?
- Who are the businesses—either local or from outside of Hood River—that would appropriately fit the location, market, physical, and regulatory environment of Lot 1?
- Including but not limited to infrastructure, what are the barriers, real or perceived, with pursuing industrial development in Hood River’s waterfront area?
- The waterfront is a unique industrial area; it draws a mix of commercial and industrial users, but also includes some popular retail spaces. There are also public recreational uses alongside the industrial uses. How does the Port support and promote this unique mix of users? And what do these users need from a building and site features standpoint to thrive?

Project Approach

To answer these questions, we propose an approach that combines data from market sources, summaries of relevant and recent studies, and real-world insights from developers and business owners active in the Hood River market. An high-level outline of our final report is provided below to better illustrate our approach and final deliverable for this work.

Industrial Demand Analysis Outline

The Final Report will start with an **Executive Summary** and a **Purpose and Background** Section.

Demand Analysis

The primary focus of the study is demand for industrial properties in Hood River and specifically for the Lot 1 properties. This section will examine the factors driving both locally serving demand and for export-oriented demand. Subsections will include:

- Drivers of Industrial Land Demand
- Industrial Real Estate Market Trends
- Future Demand Estimates

Summary of Industrial Land Supply

This section will summarize and interpret the findings related to supply of industrial land from other recent analyses and studies. We will draw from Hood River's most recent Economic Opportunities Analysis, Market Analyses and studies focused on Hood River's waterfront, and other analyses and reports. We will work with the Port to identify the relevant past efforts to include, interpret, and summarize in our report.

Market Feedback: Demand & Competitiveness

This section will summarize feedback from market informant interviews. We will interview up to 15 "market informants"—business owners, developers, and others active in the Hood River market. We will combine information from these interviews into a concise narrative that explains the on-the-ground story of industrial property development in Hood River.

Industrial Area Case Study Analysis

This section will feature illustrative summary case studies of other industrial areas with multiple users and area features that have successfully attracted dynamic businesses. The case studies will focus on non-traditional industrial areas like Hood River's waterfront, where industrial and commercial spaces successfully share a district with retail and recreational users. The intent of the case study analysis is to highlight the policies and practices that enabled the co-location of these uses in an industrial zone, and the features—building and site related—that contributed to their success.

Conclusions

Based on the analysis above, this section will summarize the level of demand for industrial properties in Hood River, and specifically for the Lot 1 properties. We will discuss the specific commercial/industrial uses that have the most potential for near term development at Lot 1 and considerations for promoting their development.

Work Plan

Mike Wilkerson will serve as Project Director, Matthew Craigie will serve as Project Manager, and Michelle Anderson will serve as Project Associate on this project. Our proposed work plan is as follows.

Task 1: Data Gathering and Research

During this task, we will work with the Port of Hood River to gather relevant studies, reports, analyses, and other data that will help inform our analysis. We will synthesize this information into a concise narrative that will form the basis for several sections of the final report.

Task 2: Hood River Market Informant Interviews

During this task we will interview up to 15 local business owners, developers, contractors, agency officials, and other local informants. The purpose of these interviews is to gather on-the-ground qualitative information that can be combined with our quantitative research from Task 1. Interview feedback will be summarized in the final report.

The Port of Hood River will schedule and coordinate each interview. Ideally, interviews will take place in person at a location convenient to informants in Hood River.

Task 3: Case Study Analysis

This task focuses on the analysis of other successful industrial areas that have achieved goals similar to those sought by the Port of Hood River for the waterfront area. We will research and summarize best practices and lessons learned from first and second hand sources. The case studies will be compiled into one or two page “cutsheets” and included in the final memorandum.

Task 4: Final Memorandum

The final task entails the compilation of findings into a concise written memorandum. This memorandum will concisely summarize the findings from the analysis. An outline of this memorandum will be provided to the Port early in the project timeline to confirm desired elements. One draft will be provided for review and comments. The Port’s comments and edits will be incorporated into the final deliverable.

Work Timeline and Budget

We propose to conduct the work program detailed in this document on a time and materials basis with a not-to-exceed amount of \$23,940.

We understand that the Port desires a final deliverable by Mid-January 2019. As a first step of this project, we will work with the Port to create a concise project schedule that is aligned with key milestones and the Port’s expectations. The project deliverable will be a concise technical memorandum.

Table 1. Hourly Labor Rates

Personnel	Hourly Rate
Mike Wilkerson – Project Director	\$210
Matthew Craigie – Project Manager	\$145
Michelle Anderson – Project Associate	\$125
Research Analyst	\$95

HOURS BY TASK						TOTALS		
Labor Expenses	\$/Hour	Task 1	Task 2	Task 3	Task 4	Hours	\$	% of Budget
		Data Gathering and Research	Stakeholder Interviews	Case Study Analysis	Final Memorandum			
ECONorthwest								
Mike Wilkerson	210	2		4	2	8	\$1,680	7%
Matthew Craigie	145	12	24	16	16	68	\$9,860	41%
Michelle Anderson	125	12	24	36	24	96	\$12,000	50%
Sub-Total		26	48	56	42	172	\$23,540	98%

Non-Labor Expenses	Task 1	Task 2	Task 3	Task 4	Expense Totals	% of Budget
Travel		\$200			\$200	1%
Data		\$200			\$200	1%
Total	\$0	\$400	\$0	\$0	\$400	2%

Totals by Task	Task 1	Task 2	Task 3	Task 4	Totals	Summary of Expenses
Total Labor	\$3,660	\$6,480	\$7,660	\$5,740	Labor	\$23,540 98%
Direct Expense	\$0	\$400	\$0	\$0	Non-Labor	\$400 2%
Total by Task	\$3,660	\$6,880	\$7,660	\$5,740	Budget	\$23,940 100%
% of Total Budget	15%	29%	32%	24%		

This page intentionally left blank.