



PORT OF HOOD RIVER COMMISSION

AGENDA

Tuesday, January 18, 2022

Via Remote Teleconference

1000 E. Port Marina Drive, Hood River

5:00 P.M.

Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Public Comment (5 minutes per person per subject; 30-minute limit)

2. Consent Agenda
 - a. Approve Minutes from the December 7, 2021 Fall Planning Work Session and the December 21, 2021 Regular Session (*Patty Rosas, Page 3*)
 - b. Approve Resolution No. 2021-22-4 Authorizing Bank Account Signatories Changes (*Michael McElwee, Page 11*)
 - c. Approve Grant Agreement with FAA for Airport Rescue Grant program funding at the Ken Jernstedt Airfield (*Greg Hagbery, Page 15*)
 - d. Approve Addendum No. 7 to Lease with WyEast Laboratories, Inc. at the Timber Incubator Building (*Greg Hagbery, Page 31*)
 - e. Approve Marina Fuel Dock Lease Renewal with Columbia Room, LLC (*Daryl Stafford, Page 35*)

3. Informational Reports – (*Provided for information only, unless discussion requested by Commissioner*)
 - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 47*)
 - b. Executive Director Work Plan Update (*Michael McElwee, Page 51*)

4. Presentations & Discussion Items
 - a. Event Site Dock Food Cart Policies (*Daryl Stafford, Page 63*)
 - b. Bi-State Bridge Authority Legislation Endorsement (*Kevin Greenwood, Page 65*)

5. Executive Director Report (*Michael McElwee, Page 69*)

6. Commissioner, Committee Reports
 - a. Bridge Replacement Bi-State Working Group, January 17 (Fox, Chapman)

7. Action Items
 - a. Authorize Grant Agreement with Washington State Dept. of Transportation related to Bridge Replacement (*Kevin Greenwood, Page 75*)
 - b. Authorize Amendment No. 3 with Oregon Dept. of Transportation for Consultation Services related to Bridge Replacement (*Kevin Greenwood, Page xx*)
 - c. Approve Amendment No. 3 with Steven M. Siegel for Professional Services related to the Replacement of the Hood River-White Salmon Bridge (*Kevin Greenwood, Page xx*)

- d. Approve Amendment No. 7 to Contract with WSP for Bridge Replacement Project (*Kevin Greenwood, Page 101*)

9. Confirmation of Commission Directives to Staff

10. Commission Call

11. Executive Session under ORS 192.660(2)(e) real estate negotiations and 102.660.(2)(f) o consider information or records that are exempt from disclosure by law.

12. Possible Action

13. Adjourn

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

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

Port of Hood River Commission
Meeting Minutes of December 21, 2021 Regular Session
Via Remote Video Conference
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: Ben Sheppard, Kristi Chapman, and Heather Gehring. Legal Counsel: Jerry Jaques, and Anna Cavaleri. From Staff: Michael McElwee, Kevin Greenwood, Daryl Stafford, Genevieve Scholl, Greg Hagbery, and Patty Rosas. Guests: None

Absent: Mike Fox, Hoby Streich, Fred Kowell,

Media: None

1. **Call to Order:** Commissioner Ben Sheppard called the meeting to order at 5:00 p.m.
 - a. **Modifications or additions to the agenda:** Modify 3(b) Recommendation: Authorize an amendment to the Federal Highway Administration (FHWA) lease to allow termination effective January 15, 2022. Subject to that amendment, approve lease with Crestline Construction Company in the Marina Park #1 Building.
2. **Public Comment:** Eric Stasak from Northwest Family Team, proposed a mini-food court on 400 Portway Ave. Stasak has been in contact with Port staff regarding the possibilities on the waterfront.
3. **Consent Agenda:**
 - a. Approve Minutes from the November 16 and December 7, 2021 Regular Sessions.
 - b. Approve Lease with Crestline Construction in the Marina Park #1 Building
 - c. Approve Amendment to Utility Easement Agreement with Northwest Pipeline, LLC on the Bridge.
 - d. Approve Amendment to Utility Easement Agreement with Spectrum Pacific West, LLC on the Bridge.
 - e. Approve Amendment to Utility Easement Agreement with United Telephone Company of the Northwest DBA CenturyLink Corporation on the Bridge.
 - f. Approve Contract with Fred Kowell for Financial Consulting Services Not to Exceed \$25,000.

Motion: Approve consent agenda with stated modification to 3(b)

Move: Kristi Chapman

Second: Heather Gehring

Discussion: None

Vote: Unanimous

4. **Information Reports:** None.

5. **Presentation & Discussion Items:**

- a. **Bridge Replacement Project Update** - Kevin Greenwood provided an update on the Preliminary Cost Estimate (PCE). The final draft was received and can be found on the Bi-State Working Group (BSWG) webpage under the December 12 meeting. Greenwood reviewed some of the assumptions and deliverables and noted that the document can easily be changed throughout design and construction without having to rebuild the document. The total cost for this project was estimated at \$498 million. Commissioner Sheppard spoke to the BSWG in absence of Commissioner Fox for comments. The BSWG expressed concern regarding the new location of the Port office. The BSWG also questioned whether the 4% escalation was adequate.

6. Executive Director Report – Michael McElwee provided a summary of key conclusions, directions to staff, or recommended follow-up actions from Fall Planning. McElwee requested feedback from Commissioners. The Port office will be closed on December 24 and December 31 in observance of the upcoming holidays. The toll booth will be fully closed from 8:00 p.m. on December 24 through 6:00 a.m. on December 26. Customer accounts will be credited for any bridge crossings during this period. McElwee noted that the SDAO annual conferences will be held in February and encouraged all Commissioners to attend.

7. Commissioner, Committee Reports:

- a. **Airport Advisory Committee (AAC), December 16** – Greg Hagbery reported that a formal recommendation was made by the AAC to update Ordinance 23. The Chair of the AAC provided suggestions to the airport engineer, PAE, for review which will then go to legal review before it is presented to the board. The AAC members requested to meet in the Port conference room. Port staff will review availability. Hagbery noted that Hood River Soaring presented a proposal for a staging area at the east end of the airport. This was also provided to PAE for review.

8. Action Items: None

9. Confirmation of Commission Directives to Staff: None

10. Commission Call:

- a. **Visit Hood River Committee** – Commissioner Chapman reported that businesses are seeing seasonality changes. It was suggested that the Port could help with planning by providing bridge traffic statistics. Scholl will follow up.

11. Executive Session: President Sheppard recessed Regular Session at 5:30 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations.

12. Possible Action: None

11. Adjourn:

Motion: Adjourn the meeting

Vote: Unanimous

MOTION CARRIED

The meeting adjourned at 5:43 p.m.

Respectfully submitted,

Patty Rosas

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

**Fall Planning Work Session
December 7, 2021**

Present: Commissioners: Ben Sheppard, Kristi Chapman, Mike Fox, Hoby Streich and Heather Gehring. Legal Counsel: Jerry Jaques, and Anna Cavaleri. From Staff: Michael McElwee, Kevin Greenwood, Daryl Stafford, Fred Kowell, Genevieve Scholl, Greg Hagbery, and Patty Rosas. Guests: None

Absent: None

Media: None

President Sheppard called the Fall Planning Work Session to order at 1:00 p.m.

I. **Overview/Objectives** – President Sheppard opened the work session and stated that this is an opportunity for Commissioners to talk and ask questions. The work session will help staff better understand where the Commission wants to go for the following year and is the first step in the annual budget preparation process.

II. **Financial Policies & Overview:**

a. **Port Financial Policies and Assumptions** - Fred Kowell provided a brief overview of the three key financial policies: Reserves, Debt Coverage Ratio, and Return of Investment. The Port has a formal policy that strives to keep reserves to a level of 10% of the depreciable assets. Debt coverage ratio is set at 2.0 that provides a bookend to the Port in holding down operating expenses in line with revenues. Return on investment looks at revenues less operating costs to come to net cash operating income.

b. **10-Year Financial Model** – Kowell presented a summary of the 10-year financial forecast. Each asset has its own worksheet that shows the amount of revenue and expenses. All worksheets are then linked to the Long-Range Financial Model. The Port assumes about 2-2.5% Consumer Price Index (CPI) every year although that may fluctuate. This lowers the net operating income before debt services and capital outlay. The end of year reserves are liquid assets. In 2021 there was \$12.5 million in reserves that could be used if needed. The reserves are broken down into two categories: Reserves from Sale of Assets and Reserves Unassigned. Reserves from Sale of Assets is specific to industrial land sales which in 2021 totaled about \$3.1 million. The 10% net depreciable assets totaled \$6 million which was \$3.3 million over the unassigned reserves in 2021. Kowell went on to provide an overview of the capital outlay that is planned over the next 10 years. Commissioner Fox asked how much long-term debt the Port has currently that uses the bridge revenue as collateral and when would it be paid off. Kowell responded \$2.2 million, and it would be paid off by 2030.

c. **Bridge Revenues and Uses** – Kowell noted that prior boards determined that the first \$0.50 of the toll is discretionary. This revenue can be used for bridge and non-bridge uses. The tolls above \$0.50 were dedicated for bridge operations, including capital and debt services. The 2018 toll increase revenues are reflected in the Bridge Repair & Replacement Fund. Kowell presented a schedule of revenues and expenditures depicting subsidy. The Capital Outlay was \$4.3 million in 2021 and operating expenses were \$1.9 million. Kowell noted that the Port is a capital-intensive operation. The subsidy from bridge revenues for 2021 was \$1.9 million and the discretionary amount was \$2.2 million. Commissioner Fox asked how much money has been spent on the new bridge. Kowell replied that it was approximately \$1.3 million in 2021. Commissioner Fox asked

that from the Bridge Repair and Replacement fund how much was spent on the new bridge and suggested that the Port create reports that would clearly show that breakdown. Kowell replied that he could provide the amount, but a breakdown would be depicted in a management report. Commissioner Fox suggested changing the name from Bridge Repair and Replacement to Bridge Repair. Kowell responded that this can only be done legally within a budget process.

- d. **Debt Capacity Framework** – Kowell presented a spreadsheet showing the amount of revenue the Port would generate from a toll increase. A small CPI increase of \$0.05 for BreezeBy customers and \$0.25 for non-BreezeBy customers would forecast \$714,631 in revenue. If there was a \$1.00 increase for BreezeBy customers and \$2.00 for non-BreezeBy customers, the forecasted revenue would be \$3.5 million.

III. Key Issues Discussion:

- a. **Long Term Financial Sustainability** – Michael McElwee provided an overview of the long-term financial sustainability issues the Commission should consider for the future of the Port. McElwee noted that there is some time to implement change and build additional revenue streams. The approaches that are currently underway are expected to generate approximately \$460,000 in revenue annually. Some of the approaches that are being considered to generate additional revenue is the ground lease for Lot #900 and contracted services for tolling operations for the new bridge. The Bi-State Bridge Authority (BSBA) will need a tolling partner including customer service functions and an efficient state of the art system. Those new approaches that are being considered could generate approximately \$600,000 in revenue annually. McElwee noted that there will likely be money spent and money borrowed to build additional revenue streams. There is a significant number of reserves that come from prior sales, and per Commission direction, that should be utilized for additional land purchases and/or development costs that can build revenue in the future. McElwee added that the Commission should discuss the potential actions and discussion items listed in the memorandum and reach a decision for next fiscal year budget. Commissioner Fox presented his strategic goals for the Port and proposed reducing reliance on bridge toll revenues to fund non-bridge related operating costs. Commissioner Sheppard added that the Port should be investing and developing wisely while also reducing reliance on toll revenue.
- b. **Hood River Bridge – Existing** – McElwee presented the Capital Maintenance Plan (CMP) and noted the upcoming primary capital projects. Some of the projects include the resurfacing of both approach ramps (\$600,000), and replacement of the lift span ropes (\$1.6 million). The CMP includes a placeholder of \$1 million for structural upgrades to restore the weight limit. In the last several years, Commissioners have considered whether progress on bridge replacement warrants a continued reduction in capital spending or if capital investment needs to accelerate to maintain the current bridge to keep it safe and operational. The CMP assumes that barring a seismic event, the current bridge can be safe and operational with regular inspections and capital maintenance for a long period of time. Staff seeks Commission input on these key issues. Commissioner Fox commented that the Port has done a great job maintaining the existing bridge and added that the Port's priority should be to maintain the bridge's status as safe and operational. He also noted that they must be careful on how they spend the limited funds they have. Commissioner Sheppard asked if the engineer's presentation will include an estimated number of trips that the \$1 million repair will allow. McElwee replied yes, but the impact on major businesses should be considered as well. Commissioner Fox added that they should also consider what this would do to the grading as well. McElwee noted that it's not recommended to incur debt for the critical

projects, but rather taking it from reserves. Commissioner Chapman commented that it would be wise for the Port in their fiscal projections to assume a higher inflation rate than is typical.

- c. **Hood River Bridge Replacement** – Kevin Greenwood provided an overview of key issues that have been identified in the strategic work plan for bridge replacement. Federal Highway (FHWA) will want agreements completed before issuing the Final EIS and Record of Decision. The agreement will include impacts to treaty fishing access sites and acknowledgement of easements. Greenwood noted that the Bi-State Bridge Authority (BSBA) bill in both Oregon and Washington are being finalized for introduction in the 2022 short session. If legislation passes, Steve Siegel will proceed with formation agreements with participating local governments. A BSBA would be formally in existence by mid-2023. Greenwood stated that they want to avoid lapses in project funding. Though \$15 million is a significant start, more funding is needed to keep engineering moving past 30%. Oregon Department of Transportation (ODOT) recently indicated that the current RFP for the Replacement Bridge Management Contract (RBMC) will need to be modified to conform to the agency’s typical A&E and Related Services RFP template. Greenwood noted that some elements of bridge replacement construction will be limited to specific periods in which water-based work can be conducted also referred to as In Water Work Window (IWWW) that ranges from October 1 through March 15. The construction contract Notice to Proceed (NTP) is scheduled for December 2026 allowing for IWWW starting October 2027. If the NTP is delayed, it risks pushing the entire project into the next calendar year. The location of the current administration and maintenance buildings will be impacted by bridge construction. The Port should prepare for the removal and reconstruction of these two buildings. Greenwood presented the bridge replacement concept timeline. Commissioner Fox noted that the Preliminary Cost Estimate (PCE) is almost complete. They now have a document and program that explains how the bridge is going to be built. The current estimate of the replacement bridge as of last week was at \$506 million. Some of the key elements that make up the \$506 million is that engineering is estimated at 6% of the gross construction project cost. The second component is contingency that was selected at 30%. The last major component is inflation that was set to 4%. Commissioner Fox stated that this is based on a schedule where the replacement bridge would be open by October 1, 2028. Once the RBMC is in place they can explore alternate methodologies to possibly lower the cost of the replacement bridge. Commissioner Sheppard asked where the Port office and maintenance building would be relocated and why they were spending \$140,000 on the Port office building, if it will be removed in a few years. Greenwood replied that the assumption was that the relocation would be at the Marina 1 building and added that this could be an opportunity to renovate the building. McElwee noted that the \$140,000 was meant for the remodel of the current Port office but will not happen if the assumption holds that it will have to relocate. Commissioner Fox noted that if the Port administration building is going to be replaced then why does it need to increase by 100% in size when Port activities will more than likely drop overtime. Commissioner Sheppard added that these are all assumptions that can be adjusted as they move forward.
- d. **Real Estate Development** – Greg Hagbery reported that the Port is pursuing several real estate development options and long-term strategies to promote economic development for the community while seeking to establish self-sustainability for existing service areas through non-bridge revenue. Hagbery briefly reviewed some of the key issues and requested guidance as to how the Port would like to proceed. Commissioner Fox noted that there has been a lot of discussion on what the Commission would like to see on Lot #1. There are some Commissioners that would like to get the zoning changed to include commercial type businesses. Commissioner

Fox suggested that the Commission should come up with a recommendation that says they would like to proceed with a plan to change the zoning for Lot #1. Commissioner Sheppard add that there is other commercial land available to the Port. Hagbery added that there would be a significant amount of effort to try to change the zoning. Kristi Chapman commented that they should be creative on how they can best maximize the use of Lot #1. McElwee recapped the Commissions direction to staff to better characterize LI and CG zoning requirements and limitation. Staff will meet the planning director regarding Lot #1 zoning and provide steps and a time frame if the Commission considers initiating a zone change on Lot #1. A work session will be scheduled to further discuss this topic. Commissioner Fox noted that it would be helpful if there was a plan that showed property that still needs to be developed and include a timeline of when it would be developed. McElwee replied that development was subject to market conditions and the cost of money. The ability to create a rough schedule would be dependent upon what capacity they have, to facilitate the development. The Port does not have the capital to develop on all Port property.

Consensus: Commission consensus was to proceed with the current infrastructure project on Lot #1.

- e. **Ken Jernstedt Airfield** – Greg Hagbery provided a brief overview of what the previous efforts have been as well as current efforts. Staff is requesting guidance on how to proceed with some of the key issues. Commissioner Sheppard commented there is a huge interest on the construction of additional T-Hangars and asked how they can construct a land lease structure that returns an asset to the Port in reasonable time. Commissioner Fox noted that there are several places across the US that use ground leases for this type of operation. Hagbery commented that during an airport work session in March of 2021, staff presented a financial analysis of a Port financed T-Hangar project which concluded that it would not provide a positive cash flow until year 16. Hagbery performed a second financial analysis which produced the same results. Staff recommends drafting a lease template that include reversion clauses that essentially after 25-30 years the structure becomes Port property, other items to include would be maintenance requirements, and a limit to lease term. Commissioner Streich asked who would cover the infrastructure costs. Hagbery replied that it hasn't been fully vetted but recommended that the Port push that on to the developer as much as possible. Commissioner Fox noted that the FBO building is in terrible condition and would like to see a nicer facility and asked if a master developer could assess the possibilities. Commissioner Sheppard believes there are local businesses that would be interested in relocating to the airport as well. Commissioner Fox suggested developing a survey to assess community interest at the airport.
- f. **Ordinance 24** – Daryl Stafford provided an overview of the Port Ordinance 24. Although Ordinance 24 is detailed, the ability of a Port Authority to impose and enforce rules is limited by State statute and practical considerations. Staff has been working with legal on some of the key issues and trying to figure out a way resolve it. Commissioner Chapman noted that they are within city limits and does not understand why the city has such hesitation of patrolling. Stafford replied that the Port Ordinance and the County Ordinance do not line up. For example, animal control cannot issue a citation to anyone on Port property but can give them a verbal warning. The Port would need to pass a Resolution that accedes to County Ordinance No. 355 and deliver a copy of the Resolution to the County. Commissioner Chapman asked if overnight camping and trespass violations had to be discussed with the city. Stafford replied that this would require collaboration with the city as far as enforcement. Anna Cavaleri recommended adding additional signage

throughout Port property to help enforce the ordinance. Cavaleri noted that they would need to amend some of the language to the existing ordinance that would require approval from the Commission and added that it would be best that the ordinance line up as close as possible with the city and county rules.

Consensus: Commission consensus was to proceed with amending the language in Ordinance 24 and align with city and county rules.

- g. 2021-23 Communications Plan** – Genevieve Scholl reported that the Communications Plan (Plan) was last updated in 2018. The Plan is presented with the consideration of three main sources: Strategic Business Plan, Strategic Work Plan, and the RBMC. With the new addition of Diversity as a key Port value, changes will need to be made to the Plan. The Port strives to make sure they are reaching all their constituent audiences especially those required by law for the bridge replacement project. Scholl has major concerns on waterfront safety, and the messaging along the waterfront. Staff would like to do a better job relaying the natural hazards that exist in multiple languages. Commissioner Sheppard asked if there was sufficient staff in the communications department to cover all the additional work that is expected in the coming years. Scholl replied no, but the Commission could expect to see proposals from staff on how to meet the needs of some of the programs. Commissioner Chapman suggested partnering with other entities such as Ready Set Gorge to get the message out regarding the hazards that exist at the waterfront. Commissioner Chapman also noted that there has been some divisiveness on the word “Equity” and suggested using a different term that is more inclusive and does not have a negative tone. Commissioner Gehring suggested using a universal pictogram versus signage in multiple languages at the waterfront.

IV. Open Discussion – None

President Sheppard adjourned the meeting at 4:14 p.m.

Respectfully submitted,

Patty Rosas

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Commission Memo



Prepared by: Michael McElwee
Date: January 18, 2022
Re: Check Signatory Authorization

The attached resolution updates the authorized check signatories for the Port's accounts at Columbia State Bank.

A list of signatories, authorized by the Port Commission, is required by bank rules and financial controls. It is typically updated annually with new Commissioner roles, but it also necessary now with the retirement the Port's Chief Financial Officer.

A new Resolution will need to be approved when a new Chief Financial Officer is hired by the Port this spring.

RECOMMENDATION: Approve Resolution 2021-22-4, approving check signing authorization with Columbia Bank.

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RESOLUTION NO. 2021-22-4

Resolution Approving Check Signing Authorization

WHEREAS, the Port of Hood River Port Commission is authorized under ORS 777.405 to authorize persons to sign and countersign checks on behalf of the Port; now therefore

BE IT RESOLVED:

1. Two Commissioners of the Port of Hood River, one being the Treasurer, the Executive Director and a designee are signatories duly authorized to sign checks on the Port’s behalf.
2. The current signors are as follows:

Michael McElwee – Executive Director
Fred Kowell – Chief Financial Officer
Hoby Streich – Commissioner
David Meriwether – Commissioner
3. By this resolution, the signatory authority of retired Chief Financial Officer, Fred Kowell, former Port Commissioner David Meriwether and Commissioner Hoby Streich is terminated.
4. By this resolution, the Port authorizes Commissioner Kristi Chapman and Commissioner Heather Gering, Treasurer, to act as authorized signatories on the Port’s behalf.
5. This resolution updates any previous resolution authorizing signature authority on checks issued against Port of Hood River bank accounts.

ADOPTED BY THE BOARD OF COMMISSIONERS this 18th day of January 2022.

Ben Sheppard

Kristi Chapman

Heather Gehring

Hoby Streich

Michael Fox

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Commission Memo



Prepared by: Greg Hagbery
Date: January 18, 2022
Re: Airport Rescue Grant

The American Rescue Plan Act of 2021 (H.R. 1319, Public Law 117-2), signed into law on March 11, 2021, includes \$8 billion in funds to be awarded as economic assistance to eligible U.S. airports to prevent, prepare for, and respond to the coronavirus disease 2019 (COVID-19) pandemic. To distribute these funds, the FAA has established the Airport Rescue Grant program.

Funds provided under the Airport Rescue Grant program must target costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

On November 24, 2021, the Port of Hood River submitted an Airport Rescue Grant application seeking federal funds for the Ken Jernstedt Airfield. The FAA has awarded \$32,000 to the Port to be used over the next four years.

The Port Commission must formally accept this grant award by January 21, 2022, to be eligible to receive these funds.

RECOMMENDATION: Approve grant agreement with the FAA Airport Rescue Grant program for the award of \$32,000 and ratify the Executive Director's December 27, 2021, signature on the Grant Agreement.

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U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Oregon, Washington

FAA SEA ADO
Seattle Airports District
Office:
2200 S 216th St
Des Moines, WA 98198

Airport Rescue Grant Transmittal Letter

December 16, 2021

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

Dear Mr. McElwee:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-41-0026-016-2022 for Ken Jernstedt Airfield Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **January 21, 2022** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. D. Ferrell".

Warren D. Ferrell
Acting Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date December 16, 2021 _____

Airport/Planning Area Ken Jernstedt Airfield Airport

Airport Rescue Grant No. 3-41-0026-016-2022 (Contract Number: DOT-FA22NM-K0075)

Unique Entity Identifier 089452262

TO: Port of Hood River

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated November 24, 2021, for a grant of Federal funds at or associated with the Ken Jernstedt Airfield Airport, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the Ken Jernstedt Airfield Airport, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Ken Jernstedt Airfield incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$32,000, allocated as follows:
 - \$32,000 ARPA KW2022
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs**. The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor**. The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs**. The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements**. The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance**. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date**. This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before January 21, 2022, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds**. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury**. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Airport Rescue Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Airport Rescue Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States’ share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated December 16, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Warren Ferrell

(Typed Name)

Acting Manager, Seattle Airports District C

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated December 17, 2021

Port of Hood River

(Name of Sponsor)

Michael S. McElwee

Michael S. McElwee (Dec 17, 2021 08:31 PST)

(Signature of Sponsor's Designative Official/Representative)

By: Michael S. McElwee

(Type Name of Sponsor's Designative Official/Representative)

Title: Executive Director

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 (“ARP Act,” or “the Act”), Public Law 117-2. As used herein, the term “public agency sponsor” means a public agency with control of a public-use airport; the term “private sponsor” means a private owner of a public-use airport; and the term “sponsor” includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

Commission Memo



Prepared by: Greg Hagbery
Date: January 18, 2022
Re: WyEast Labs, Lease Addendum No. 7

WyEast Laboratories Inc. (WyEast) has been a tenant in the Timber Incubator Building in Odell since 2013. They have been constructing a new building for the past three years with the intention of vacating the Timber Incubator and relocating to the new facility once completed.

Construction progress has been severely impacted by COVID related supply chain, staffing, and contractor coordination issues. Their new facility is near completion, but WyEast has experienced significant difficulties in scheduling the removal of industry equipment from the Timber Incubator Building.

WyEast has requested a six-month extension to their current lease to adequately relocate industrial equipment to their new facility. This extension provides the option for WyEast to terminate their lease with 30-day notice should they successfully remove their equipment and vacate the space sooner. The attached Addendum No 7 extends the Lease with WyEast through June 30, 2022.

RECOMMENDATION: Approve Addendum No 7 to the Lease with WyEast Laboratories, Inc. at the Timber Incubator Building.

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ADDENDUM NO. 7 TO LEASE

Whereas, the Port of Hood River ("Lessor") and WyEast Laboratories, Inc. ("Lessee") entered a lease of 5,000 square feet at 3875 Heron Drive, Suite 100 and 200, Odell, Oregon, effective July 1, 2013 ("Lease"); and,

Whereas, Lessee Addendum number 2 extended the lease through June 30, 2018; and

Whereas, Lessee Addendum number 3, extended the lease through June 30, 2019, and

Whereas, Lessee Addendum number 4, extended the Lease through June 30, 2020, and

Whereas, Lessee Addendum number 5, extended the Lease through June 30, 2021, and

Whereas, Lessee Addendum number 6, extended the Lease through September 30, 2021, and

Whereas, Lessee requested a lease extension through June 30, 2022 to coordinate relocation of industry equipment to the new facility; and

Therefore, Lessor and Lessee agree as follows:

1. The Lease term shall be renewed and the Lease shall remain in effect through June 30, 2022.
2. Lessee shall have the option to terminate this extension at any time with 30-day notice to Lessor.

Except as modified by Addendum No.1, Addendum No. 2, Addendum No. 3, Addendum No. 4, Addendum No. 5, Addendum No. 6 and this Addendum No 7 to Lease, all terms and conditions of the Lease shall remain in full force and effect.

DATED THIS _____ DAY OF _____ 2022.

By: _____
Michael S. McElwee, Port of Hood River, Executive Director

By: _____
Jeannette Kreft-Logsdon, President, Wyeast Laboratories, Inc.

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Commission Memo



Prepared by: Daryl Stafford
Date: January 18, 2022
Re: Marina Fuel Operations Lease

Port staff has been working with Columbia Room Inc., dba Hood River Shell and Marina Mart in renewing the marina fuel dock lease and operation agreement, which expired in July of last year. The attached draft lease continues the terms of the prior agreement, with the minor adjustment of raising their response time from 15 to 30 minutes, in response to staffing challenges. Hood River Shell has agreed to pay for insurance coverage which has a \$1 million combined single limit (CSL). The agreement also includes a Hold Harmless clause with regard to Port staff, officers and commissioners. Otherwise, Hood River Shell will pay a \$25/month fee to the Port, plus a \$0.20 per gallon fuel flowage fee.

RECOMMENDATION: Approve the Marina Fuel Operations Lease Agreement with Columbia Room, Inc.

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**PORT OF HOOD RIVER
MARINA FUEL OPERATIONS LEASE AGREEMENT**

THIS AGREEMENT is made and entered into this _____day of January, 2022, by and between the **Port of Hood River**, an Oregon Municipal Corporation, hereinafter referred to as “PORT”, and **Columbia Room, Inc.** dba Hood River Shell and Marina Mart, an Oregon Corporation, hereinafter referred to as “LESSEE”, to lease the spaces and areas now situated in the Port of Hood River Marina containing one combination above-ground gasoline-diesel storage tank, gasoline pump and pump house and related pumps, pipes and piping relating thereto (said equipment being owned by PORT) in the location shown on the map attached as **Exhibit “A” (fuel pumping facility)**.

1. **TERM.** This Agreement will commence January 14, 2022 and end January 15, 2027. During the term either party may terminate this Agreement at any time by serving upon the other a written notice of such intent to terminate not less than ninety (90) days prior to the termination date.

2. **COMPENSATION.** PORT gives and grants to LESSEE the exclusive right to operate the fuel pumping facility for the sum payable by LESSEE to Port of \$25 per month as a use fee plus a fuel flowage fee of **20 cents** per gallon of all fuel pumped at the fuel pumping facility based on monthly fuel flowage reports, which shall be provided by LESSEE to PORT at the time of payment. Payments shall be sent to the Port of Hood River, 1000 E. Port Marina Drive, Hood River, Oregon 97031, by LESSEE on the first day of each month beginning February 1, 2022.

3. **RESPONSIBILITIES.**
 - a. LESSEE shall pay for all fuel placed in tanks.
 - b. LESSEE will be available to dispense fuel for the PORT during normal business hours (8:00 a.m. – 6:00 p.m.), including weekends and holidays. Response time shall be within thirty (30) minutes.
 - c. All personnel of LESSEE shall be adequately trained to operate fuel-dispensing equipment in accordance with all applicable local, state, and federal laws.
 - d. LESSEE shall pump fuel in accordance with the requirements of the State of Oregon Fire Code Chapter 23, Section 2310 Marine Motor Fuel Dispensing Facilities and all amendments and revisions and shall obtain and keep current all permits and inspections.
 - e. During the lease term, LESSEE shall comply with all provisions of the Spill Prevention Control & Counter Measures Plan attached as **Exhibit “B”**.
 - f. LESSEE will ensure LESSEE’s personnel will be fully aware of the operation, mechanics and hazards inherent to fueling of boats and who know how to control fuel spills, eliminate possible ignition sources, operate emergency shutoff equipment, and notify emergency responders.
 - g. LESSEE will require LESSEE’s personnel to be trained in emergency shutdown of the system.
 - h. LESSEE will secure the leased area and equipment when not in use by appropriate shut-down devices and security locks.
 - i. LESSEE will inspect containment devices weekly for their physical integrity and maintain them in good condition. Signs of leakage or spillage of contained material shall be investigated and cleaned up immediately by LESSEE and reported to PORT.
 - j. LESSEE will keep records of fueling including deliveries, dispensing, collections, and reconciling collections against fuel dispensed, which PORT shall have the right to inspect.

- LESSEE shall also monitor all deliveries of fuel by distributor and immediately notify PORT of any discrepancy or spillage.
- k. LESSEE will perform all inspections and tests in accordance with all legal requirements, and as may be requested by PORT.
 - l. LESSEE shall immediately advise PORT of any fuel spillage or the malfunction, breakage, potential damage to, or any deviation from normal operation of fueling equipment. A Spill Contingency Plan shall be developed for all fuel storage and dispensing areas by LESSEE. Such plan must specify the quantities and types of fuels stored and dispensed on-site, prevention measures, and spill emergency procedures, including health and safety, notification, and spill containment and control measures, including a drainage plan. Any spill or release MUST BE reported by LESSEE immediately to the Oregon Emergency Response System (OERS) (800-452-0311) or the National Response Center (800-424-8802).
 - m. PORT will provide appropriate containment and control materials which will be stored in a clearly marked location, readily accessible to work and storage areas. Emergency phone numbers shall be posted in a conspicuous location.
 - n. PORT will provide routine maintenance on all fuel equipment and will supply parts and materials for routine maintenance, spill containment, and fire suppression, including fire extinguishers and signage.

4. STANDARD TERMS.

- a. COMPLETE AGREEMENT. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- b. WRITTEN NOTICE. Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed below.
- c. GOVERNING LAW/VENUE. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Hood River County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of PORT shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of PORT according to law.
- d. COMPLIANCE. LESSEE shall comply with all applicable federal, state, and local laws, rules and regulations.
- e. JUDICIAL RULINGS. If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
- f. INDEMNIFICATION. LESSEE shall save harmless, indemnify, and defend PORT, its commissioners, employees and agents from any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from LESSEE's performance of or failure to perform the obligations of this Agreement, to the extent same are caused by the negligence or misconduct of LESSEE or its employees or agents.
- g. INSURANCE. LESSEE shall purchase and maintain at LESSEE's expense, general liability insurance that will provide coverage at a minimum of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. In addition, LESSEE shall purchase and maintain at LESSEE's

expense, Fuel Tank Pollution Liability insurance with a combined single limit of \$1,000,000 limit. The LESSE shall list the Port of Hood River as an additional insured across both policies with a guarantee notice of cancellation within 30 days.

- h. LIABILITY INSURANCE AND HOLD HARMLESS AGREEMENT. LESSEE agrees to indemnify and hold harmless LESSOR, LESSOR's Port Commissioners, Officer and Agents acting within the scope of their employment duties, from any claim by any person, firm or corporation to the extent arising from any wrongful act or omission of LESSEE, LESSEE's employees, or LESSEE's agents acting within the scope of their employment or duties in or about the Leased Premises or resulting from Lessee's breach of any duty under this lease, and if any legal action or proceeding is brought against LESSOR by reason of any such claim, LESSEE upon notice from LESSOR agrees to resist and defend such action by legal counsel.

- i. LESSEE shall not sell, assign, or transfer its interest in this Agreement.

COLUMBIA ROOM INC.,
dba Hood River Shell and Marina Mart
1108 E. Marina Way
Hood River OR 97031

PORT OF HOOD RIVER
1000 E Port Marina Drive
Hood River OR 97031

By: _____
Chuck Hinman, General Manager

By: _____
Michael S. McElwee, Executive Director

EXHIBIT A



FUEL DOCK AGREEMENT
EXHIBIT B

Permit Review for: Port of Hood River Marina Fueling Dock

July 21, 2005

Jeff Walker, Fire Marshal (541) 386-3939 ext 12 jeffw@ci.hood-river.or.us

The following requirements of the International Fire Code (IFC), 2003 edition, shall be met prior to operation of fueling service. (the applicable section of the IFC is listed in parentheses).

(105.1.1) Permits required. Permits required by this code shall be obtained from the fire code official. Permit fees, if any, shall be paid prior to issuance of the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official.

(105.2.2) Inspection authorized. Before a new operational permit is approved, the fire code official is authorized to inspect the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used to determine compliance with this code or any operational constraints required.

The inspections described in this section are necessary for the fire code official to determine that the application for an operational permit complies with the code prior to issuing that permit. Operations may not proceed without an operational permit.

(105.6.17) Flammable and combustible liquids. An operational permit is required:

1. The storage or use of Class I liquids in the fuel tank of a motor vehicle, aircraft, motorboat, mobile power plant or mobile heating plant, unless such storage, in the opinion of the code official, would cause an unsafe condition.

MARINE MOTOR FUEL-DISPENSING FACILITIES

(2210.1 General.) The construction of marine motor fuel-dispensing facilities shall be in accordance with the *International Building Code* and NFPA 30A. The storage of Class I, II or IIIA liquids at marine motor fuel-dispensing facilities shall be in accordance with this chapter and Chapter 34.

(2210.2) Storage and handling. The storage and handling of Class I, II or IIIA liquids at marine motor fuel-dispensing facilities shall be in accordance with Sections 2210.2.1 through 2210.2.3.

(2210.2.1) Class I, II or IIIA liquid storage. Class I, II or IIIA liquids stored inside of buildings used for marine motor fuel-dispensing facilities shall be stored in approved containers or portable tanks. Storage of Class I liquids shall not exceed 10 gallons (38 L). **Exception:** Storage in liquid storage rooms in accordance with Section 3404.3.7. This section addresses the storage of flammable and combustible liquids inside marine motor fuel-dispensing facility buildings. The provision limits the storage of Class I liquid (e.g., gasoline) to 10 gallons (38 L) unless the building has a

flammable and combustible liquid storage room constructed in accordance with the code.

(2210.3) Dispensing. The dispensing of liquid fuels at marine motor fuel-dispensing facilities shall comply with Sections 2210.3.1 through 2210.3.5.

The dispensing of fuel at a marine service station requires special consideration because of the location of the dispensing equipment on piers and floating docks and the movement of the pier or dock in relationship to the shore. Dispensing of fuel at marinas generally requires longer dispensing hoses and greater quantities of fuel.

(2210.3.1) General. Wharves, piers or floats at marine motor fuel-dispensing facilities shall be used exclusively for the dispensing or transfer of petroleum products to or from marine craft, except that transfer of essential ship stores is allowed.

This section restricts the use of the area adjacent to the fuel-dispensing area to the exclusive use of transferring fuel, with the exception of transferring essential ships' stores. This provision is not intended to restrict the berthing and other uses on the pier or floating structure away from the fuel-transferring docking area. Fuel-dispensing hoses must not be stretched over one vessel to reach another; that is, one vessel cannot be docked parallel and alongside another vessel while taking on fuel.

(2210.3.2) Supervision. Marine motor fuel-dispensing facilities shall have an attendant or supervisor who is fully aware of the operation, mechanics and hazards inherent to fueling of boats on duty whenever the facility is open for business. The attendant's primary function shall be to supervise, observe and control the dispensing of Class I, II or IIIA liquids or flammable gases.

Because of the uniqueness of dispensing fuel at marinas and the inherent dangers, the dispensing must be supervised by a trained attendant or supervisor who knows how to control fuel spills, eliminate possible ignition sources, operate emergency shutoff equipment and notify emergency responders.

(2210.3.3) Hoses and nozzles. Dispensing of Class I, II or IIIA liquids into the fuel tanks of marine craft shall be by means of an **approved-type hose equipped with a listed automatic-closing nozzle without a latch-open device.**

Hoses used for dispensing or transferring Class I, II or IIIA liquids, when not in use, shall be reeled, racked or otherwise protected from mechanical damage.

The automatic-closing-type nozzle is designed to operate with automotive-type fuel receivers. Many marine craft are not equipped with automotive-type fuel receivers with the vent line terminating in the receiver tube. It is the fuel returning in the vent line that shuts off the automatic-type nozzle. Therefore, the latch-open device must not be used on marine craft. Hoses at marinas are not restricted to an 18-foot (5486 mm) maximum length as are those at automotive motor fuel-dispensing facilities. Therefore, the longer hoses are more susceptible to damage and must be properly protected by being placed on a rack or rolled on

a reel. It is also wise to mark the nozzle to identify it with a certain dispenser. Because of the length of hose, the operator may attempt to use the wrong nozzle when multiple dispensers are on the pier.

(2210.3.4) Portable containers. Class I, II or IIIA liquids shall not be dispensed into a portable container unless such container is approved.

The attendant must supervise the dispensing operation and assure that approved containers are being used. All portable fuel containers must be removed from the marine vessel and placed on the pier or floating dock before being fueled. The nozzle must be in contact with the container before the fuel is dispensed so as to dissipate static electricity.

(2210.3.5) Liquefied petroleum gas: Liquefied petroleum gas cylinders shall not be filled at marine motor fuel-dispensing facilities unless approved. Approved storage facilities for LP-gas cylinders shall be provided. See also Section 2207.

Many marine vessels use LP-gas for heating and cooking. LP-gas cylinders may not be refilled at a marina unless specifically approved by the fire code official. Section 2207 has requirements for dispensing LP-gas at motor fuel-dispensing facilities, and this section can be used by the fire code official in making the decision on whether or not to approve the dispensing of LP-gas at marinas.

(2210.4) Fueling of marine vehicles at other than approved marine motor fuel-dispensing facilities. Fueling of floating marine craft with Class I fuels at other than a marine motor fuel-dispensing facility is prohibited. Fueling of floating marine craft with Class II or III fuels at other than a marine motor fuel-dispensing facility shall be in accordance with all of the following:

1. The premises and operations shall be approved by the fire code official.
2. Tank vehicles and fueling operations shall comply with Section 3406.6.
3. The dispensing nozzle shall be of the listed automatic-closing type without a latch-open device.
4. Nighttime deliveries shall only be made in lighted areas.
5. The tank vehicle flasher lights shall be in operation while dispensing.
6. Fuel expansion space shall be left in each fuel tank to prevent overflow in the event of temperature increase.

The dispensing of fuel into floating marine craft at locations other than approved marine motor fuel-dispensing facilities is limited to Class II and III liquids (diesel fuel). Gasoline must be dispensed at approved marine motor fuel-dispensing facilities only. Diesel fuel must be dispensed in accordance with all of the six special provisions.

(2210.5) Fire prevention regulations. General fire safety regulations for marine motor fuel-dispensing facilities shall comply with Sections 2210.5.1 through 2210.5.7. This section contains special provisions regarding fire safety at marinas.

(2210.5.1) Housekeeping. Marine motor fuel-dispensing facilities shall be maintained in a neat and orderly manner. Accumulations of rubbish or waste oils in excessive amounts shall be prohibited.

This provision limits fuel sources that may readily ignite if subjected to an ignition source or may spontaneously combust.

(2210.5.2) Spills. Spills of Class I, II or IIIA liquids at or on the water shall be reported immediately to the fire department and jurisdictional authorities.

The key point in this requirement is to immediately report spills. Petroleum products have a lower specific gravity than water; thus, they will float on the surface of water and a small amount of fuel can be spread over a large area of water.

(2210.5.3) Rubbish containers. Metal containers with tight-fitting or self-closing metal lids shall be provided for the temporary storage of combustible trash or rubbish.

The best fire extinguisher for a fire in a metal trash can is the lid. A tight-fitting lid will extinguish the fire by starving the fire of oxygen. Furthermore, if the lid is in place, the combustibles are not likely to ignite in the first place.

(2210.5.4) Marine vessels and craft. Vessels or craft shall not be made fast to fuel docks serving other vessels or craft occupying a berth at a marine motor fuel-dispensing facility.

The intent of this provision is to prevent two or more vessels from mooring alongside each other at a fuel dock. If an accident happens at a marine fuel-dispensing facility, the vessels should be able to cast off their docking lines and get underway without having to untie another vessel. Also, the fuel-dispensing hose should never cross one vessel to get to another.

(2210.5.5) Sources of ignition. Construction, maintenance, repair and reconditioning work involving the use of open flames, arcs or spark-producing devices shall not be performed at marine motor fuel-dispensing facilities or within 50 feet (15 240 mm) of the dispensing facilities, including piers, wharves or floats, except for emergency repair work approved in writing by the fire code official. Fueling shall not be conducted at the pier, wharf or float during the course of such emergency repairs.

The intent of this requirement is to control possible ignition sources within 50 feet (15 240 mm) of the fuel-dispensing area. In order to control the common ignition hazard of smoking, all hot work within 50 feet (15 240mm) of a fuel-dispensing area requires a permit from the fire code official in writing and the fuel-dispensing operation must be placed out of service.

(2210.5.5.1) Smoking. Smoking or open flames shall be prohibited within 50 feet (15 240 mm) of fueling operations. "No Smoking" signs complying with Section 310 shall be posted conspicuously about the premises. Such signs shall have letters not less than 4 inches (102 mm) in height on a background of contrasting color.

No smoking signs must be conspicuously placed around the fuel-dispensing area.

(2210.5.6) Preparation of tanks for fueling. Boat owners and operators shall not offer their craft for fueling unless the tanks being filled are properly vented to dissipate fumes to the outside atmosphere.

Most liquid fuel vapors are heavier than air. Therefore, the vapors, if not properly vented to the atmosphere, will accumulate in the vessel's bilges, causing a very dangerous explosion hazard.

(2210.5.7) Warning signs. Warning signs shall be prominently displayed at the face of each wharf, pier or float at such elevation as to be clearly visible from the decks of marine craft being fueled. Such signs shall have letters not less than 3 inches (76 mm) in height on a background of contrasting color bearing the following or approved equivalent wording:

WARNING
NO SMOKING—STOP ENGINE WHILE FUELING,
SHUT OFF ELECTRICITY.
DO NOT START ENGINE UNTIL AFTER BELOW DECK
SPACES ARE VENTILATED.

One of the greatest dangers in dispensing fuel into marine craft is the accumulation of explosive vapors in the vessel's bilges and below-deck spaces. The intent here is to warn the vessel operators to control ignition sources until the bilges and below-deck spaces have been cleared of explosive vapors.

(2210.6) Fire protection. Fire protection features for marine motor fuel-dispensing facilities shall comply with Sections 2210.6.1 through 2210.6.4.

This section addresses the requirements for fire protection at marine fuel-dispensing facilities.

(2210.6.1) Standpipe hose stations. Fire hose, where provided, shall be enclosed within a cabinet, and hose stations shall be labeled:

FIRE HOSE—EMERGENCY USE ONLY.

Section 2210.1 states that the construction requirements for marine motor fuel-dispensing facilities will be found in the IBC and NFPA 30A. NFPA 30A states that marine fuel-dispensing facilities that are located on piers that extend more than a 500-foot (152 400 mm) travel distance from shore are required to have a Class III standpipe installed in accordance with NFPA 14.

(2210.6.2) Obstruction of fire protection equipment. Materials shall not be placed on a pier in such a manner as to obstruct access to fire-fighting equipment or piping system control valves.

The intent of this section is to make all fire protection equipment, including means for turning off fuel supply lines in an emergency, readily accessible in an emergency.

(2210.6.3) Access. Where the pier is accessible to vehicular traffic, an unobstructed roadway to the shore end of the wharf shall be maintained for access by fire apparatus.

(2210.6.4) Portable fire extinguishers. Portable fire extinguishers in accordance with Section 906, each having a minimum rating of 20-B:C, shall be provided as follows:

1. One on each float.
2. One on the pier or wharf within 25 feet (7620 mm) of the head of the gangway to the float, unless the office is within 25 feet (7620 mm) of the gangway or is on the float and an extinguisher is provided thereon.



Project Director Report
January 18, 2022

The following summarizes Bridge Replacement Project activities from Dec. 16-Jan. 14:

PROJECT MANAGEMENT UPDATE

- *The Replacement Bridge Management Contract (RBMC) RFP has been converted into the ODOT template. ODOT staff has received the RFP and staff anticipates receiving comments from ODOT this week (Jan. 17-21). At that point, Port outside counsel, Bill Ohle, will review for final formatting and dates will be updated before submitting. Staff is aiming for a February 1 RFP release. The conversion took significant time which has pushed the Notice to Proceed for the RBMC RFP to June 25.*
- *Staff is bringing an amendment to the Commission in February with WSP. This will include additional work for treaty negotiations, additional rounds of review required by ODOT, PCE executive summary, 4(f) and 6(f) evaluations, assistance finalizing BUILD grant agreement documentation and assistance on federal grant application expected to be released this spring. The contract amendment will be less than \$175k and will be covered by Washington legislative funding.*
- *Presentation to Hood River Rotary scheduled for Feb. 17, 2022; especially interested in IJA and other funding opportunities*
- *Project Update included in packet.*

MEETING SCHEDULE

- NEPA Check-in, Dec. 16
- Sec. 106, Dec. 17
- WSP Weekly Check In, Dec. 21
- Christmas Break
- Exeltech, Jan. 5
- FHWA Treaty Agreements, Jan. 6
- WSP Weekly Check In, Jan. 10
- BSWG, Jan. 10
- Thorn Run Check In, Jan. 11
- Sec. 106 Consulting Parties #6, Jan. 11
- Sec. 106, Jan. 13
- WSP Weekly Check In, Jan. 17
- Rep. Corry, Jan. 17
- Nate Stice, Governor's Office, Jan. 18
- Thorn Run Check In, Jan. 18
- Sen. Wilson, Jan. 18

- Rep. Barkis, Jan. 18
- Rep. Fey, Jan. 18
- Rep. Slatter, Jan. 18
- Rep. McLain, Jan. 18
- Cong. Herrera-Beutler staff, Jan. 19
- Akana, Jan. 19
- Tiffany Bennett, Jan. 19
- Rep. Corry, Jan. 20
- Rep. Bronoske, Jan. 20
- Rep. Bonham, Jan. 20
- Sen. Pres. Office, Jan. 20
- Rep. Robertson, Jan. 20
- Rep. Wheeler, Jan. 21
- Lindsay Baker, Jan. 24
- WSP Weekly Check In, Jan. 24
- Rep. Trombley, Jan. 24
- Sen. Sheldon, Jan. 24
- Rep. Wylie, Jan. 25
- Sen. Liias, Jan. 25
- NEPA Coordination, Jan. 27
- Cult. Resource Sec. 106, Jan. 28
- Rep. McLain, Jan. 28
- WSP Weekly Check In, Jan. 31
- Thorn Run Partners Check-in, Feb. 1
- Klickitat County Transportation, Feb. 2
- Exeltech, Feb. 2



EIS UPDATE

BRIDGE REPLACEMENT PROJECT

FEBRUARY 2022 UPDATE



In December 2003, a draft environmental impact statement (EIS) was published as part of a bi-state collaborative effort. This draft EIS was the first step in complying with the National Environmental Policy Act (NEPA). Currently, the Port of Hood River (Port) is advancing the project to complete the EIS effort and position the project for future funding and construction. A Bi-State Working Group (BSWG) consisting of Mayors and County Commissioners from both Hood River and Klickitat Counties monitors the project and advises the Port on bridge replacement activities.

NEPA Activities:

Work continues on tasks necessary to finalize the EIS and prepare a Record of Decision. This includes:

- Tribal compensatory agreements (CAs) for to impacts to treaty fishing activities during construction.
- Completion of the Endangered Species Act consultation.
- Finalizing Section 106 process including completion of the mitigation agreement for impacts to the historic bridge.

Other Activities:

- Bridge Authority Legislation has been introduced in both states allowing local border governments to form bi-state bridge authorities.
- The grant agreement between the Port and Washington State for the use of \$5M for project management and engineering should be completed this month.
- Staff continues to complete the procurement documents for hiring a project management firm to provide professional technical direction for the project.
- Local elected officials working with state legislatures to determine federal infrastructure funding availability for bridge replacement.
- Following a bridge de-rating to 32 tons last year, the Port is completing an engineering study to determine the feasibility of repairs to remove restrictions.
- Bids to be received for approach ramps and lift cable repairs this quarter.

How would bridge replacement benefit the Columbia River Gorge communities?

The Hood River Bridge provides a critical connection for residents and visitors to the Columbia River Gorge National Scenic Area. One of only three bridges spanning the Columbia in this region, the bridge is a critical rural freight network facility for agriculture, forestry, heavy industry and high-tech companies with freight originating throughout the northwest. The existing bridge is nearing the end of its serviceable life and is obsolete for modern vehicles with height, width, and weight restrictions and is also a navigational hazard for marine freight vessels. The bridge has no sidewalks or bicycle lanes for non-motorized travel and would likely not withstand a large earthquake.

If project funding is secured, the new bridge would provide a safe and reliable way for everyone to cross or navigate the Columbia River—by car, truck, bus, bicycle, on foot, or on the water. A new bridge would support a thriving economy and livable communities.

WE ARE HERE ▼

Agency/Stakeholder Outreach	Environmental Compliance																	
	Technical Study Updates				Supplemental Draft EIS				Final EIS/ROD									
	Community Meeting				Community Meeting													
	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	
	2018		2019				2020				2021				2022			

To learn more about the project, please visit us at:
www.portofhoodriver.com/bridge

PROJECT CONTACT

Kevin Greenwood, Project Director
 ☎ 541-436-0797
 @ kgreenwood@portofhoodriver.com

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Commission Memo



Prepared by: Michael McElwee
Date: January 18, 2022
Re: Executive Director 21/22 Work Plan

Attached is the Mid-Year Update to the Executive Director's FY 21/22 Work Plan.

As in prior years, this is intended to provide a report on progress made and challenges encountered in achieving ED performance goals at the mid-way point in the fiscal year. It also identifies new goals that were unforeseen when the Work Plan was prepared.

The current ED work plan was finalized and approved by the Commission on August 24, 2021.

This update provides an opportunity to provide feedback and direction on any Work Plan goals. It is expected that an informal ED performance review discussion will occur in Executive Session at an upcoming Commission meeting as described in the ED's Employment Contract.

RECOMMENDATION: Information and feedback.

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Mid—Year Update: For Commission Review January 18, 2022

(Original Work Plan Approved by Commission on 8/24/21)

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:

CENTRAL SERVICES

GOAL 1: ENSURE ALL OPERATIONS CONDUCTED BY PORT STAFF AND CONTRACTORS ARE DONE IN A SAFE MANNER.

GOAL 2: ENSURE THAT FINANCIAL AND STAFF RESOURCES ARE DEPLOYED EFFECTIVELY, WITH A HIGH DEGREE OF FORESIGHT AND IN ANTICIPATION OF FUTURE PORT NEEDS.

GOAL 3: EVALUATE PORT PUBLIC ENGAGEMENT POLICIES AND PROGRAMS AND PROVIDE RECOMMENDATIONS FOR ACTIONS TO ENHANCE AND EXPAND PUBLIC ENGAGEMENT GENERALLY, AND TO ADDRESS DIVERSITY, EQUITY, AND INCLUSION (DEI) CONSIDERATIONS IN ALL POLICY AND INVESTMENT DECISIONS.

GOAL 4: MAINTAIN AND IMPROVE ENGAGEMENT AND COLLABORATION WITH PORT PARTNERS TO LEVERAGE INVESTMENTS AND PURSUE SERVICE EFFICIENCIES.

GOAL 5: PREPARE SUCCESSION PLAN FOR SENIOR LEADERSHIP RETIREMENTS AND STRUCTURE THE ORGANIZATION CHART TO ANTICIPATE THESE TRANSITIONS

GOAL 6: ENSURE THE PORT WORK ENVIRONMENT IS ONE WHERE STAFF CAN GROW PROFESSIONALLY AND FEEL THAT THE PORT IS AN EXCELLENT PLACE TO WORK.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
<p>1. Draft a policy that states any employee can stop work if unsafe conditions exist and brief employees, and highlight safety topics at weekly Port staff and monthly Safety Committee meetings to increase awareness of work safety issues and best practices for a safe work environment.</p> <p><i>Work safety topics are highlighted at each Safety Committee and staff meeting. Stop work directive written and conveyed to all staff on December 28, 2021.</i></p>	5/1/22	COMPLETE
<p>2. Prepare a “Fiscal Sustainability Model” that describes prior and potential future actions and timeframes to reduce reliance on bridge revenue over the next 5 years. Present to Commission for discussion and direction as part of FY 22/23 Budget.</p> <p><i>Issue paper prepared and initial discussion at 12/21/21 fall Planning. Departure of Fred Kowell means forward progress more</i></p>	2/15/22	

challenging--- Initial discussion with consultant for potential support on effort.

4. Identify a staff/consultant structure to build redundancy in the Port's existing management capabilities and technical skills related to tolling over the next three years.

4/15/22

5. Purchase and install OpenMedia Foundation platform to enhance transparency and public participation in Port meetings.

10/30/21

COMPLETE

OpenMedia platform purchased and tested. Ready for use when in-person meetings resume.

6. Prepare and issue a Request for Qualifications (RFQ), complete evaluation process, and recommend a firm to serve as Port General Counsel.

6/20/22

Expect solicitation docs will be prepared and distributed in February.

7. Prepare and issue a Request for Qualifications (RFQ), complete evaluation process and recommend a firm to serve as
Expect solicitation docs will be prepared and distributed in February.

3/20/22

8. Prepare a draft update to the Communications Plan and present to the Commission for discussion and direction.

3/15/22

COMPLETE

Presented at Fall Planning Mtg. on 12/7/22.

9. Complete formatting and printing of the 2021-26 Strategic Business Plan (SPB). Take steps to publicize and increase community awareness of the SBP.

9/30/21

COMPLETE

10. Update the board ~~& staff~~ training policy for Commission consideration.

4/01/22

Staff training is adequately described in Personnel Manual. Draft Board training policy forwarded to Personnel Committee on Jan. 14, 2022.

11. Prepare draft update to Ordinance 24 addressing enforcement issues including towing & trespass for Commission consideration.

Initial discussion at 12/21/21 Fall Planning meeting. Counsel preparing summary of key issue and potential Ord. 24 changes.

4/15/22

12. Engage in regular communication with Commissioners through individual briefings at least once every two months.

Weekly lunches with Commissioners held and scheduled through review period.

6/30/22

COMPLETE

13. Prepare a revised evaluation form and process for annual performance review of the Executive Director for Commission consideration.

H.R. Answers retained on 11/9/21 to recommend form and content of E.D. evaluation form. Will be presented to Personnel Committee late January.

5/1/22

14. Implement modifications to the Port's organizational structure, staff job descriptions and wage scales consistent with plan approved by the Commission on June 1, 2021.

Two promotions & new Contracts Admin. position filled 1/15/22.

12/15/21

COMPLETE

15. Develop and implement a plan to clarify human resource management functions.

Postponed. Emphasis now on selection of new CFO who will be part of plan development.

12/15/21

16. Develop an ~~approach~~ ~~scope and fee proposal~~ for an outside consultant for the Commission to obtain feedback from Port employees on workplace matters including safety, security, wellness, and general work environment.

H.R. Answers retained on 11/9/21 to review and make recommendations on form and content of staff survey. Will be presented to Personnel Committee by late January.

11/30/21

17. Provide confirmation that ED has taken at least 120 hours of vacation.

As of January 8, 72 vacation hours have been taken.

6/15/22

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:

BRIDGE AND OTHER TRANSPORTATION

GOAL 1: ENSURE ONGOING OPERATION AND MAINTENANCE OF THE EXISTING BRIDGE AND IMPLEMENT MEASURES AND TASKS AS LISTED IN THE CAPITAL MAINTENANCE PLAN.

GOAL 2: FACILITATE PORT ENGAGEMENT TO ASSIST IN ALL REASONABLE EFFORTS TO REPLACE THE BRIDGE FOLLOWING THE TASKS IDENTIFIED IN THE BI-STATE WORKING GROUP MEMO OF UNDERSTANDING (MOU) BY REMOVING BARRIERS TO SUCCESS IN ALL POTENTIAL PATHWAYS FORWARD FOR BRIDGE REPLACEMENT.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
<p>1. Complete plans, specifications, cost estimate and construction schedule for replacement of wire ropes.</p> <p><i>Work underway. WJE expected to deliver completed materials by January 25. Work scheduled for fall, 2022.</i></p>	1/10/22	
<p>2. Complete annual update the Bridge Capital Maintenance Plan to ensure the bridge is safe by using engineering-based evaluations to plan and implement needed capital and capital maintenance projects.</p> <p><i>Presented at Fall Planning Work Session on 12/7/21. CMP will be updated again for Spring Planning Work Session.</i></p>	2/15/22	COMPLETE
<p>3. Ensure completion of plans & specifications, manage bid process and complete re-paving of Bridge approach ramps.</p> <p><i>Plans complete. Bid process expected to occur in January. Work Construction expected in March/April, 2022.</i></p>	6/15/22	
<p>4. Complete live load testing and ODOT review, identify reinforcement actions and cost estimates and prepare recommendations to the Commission for potential restoration of the 80 k Bridge weight limit.</p> <p><i>Engineer’s analysis of test results, potential actions and cost estimates underway. Recommendations expected to be presented by early February after consultation with ODOT.</i></p>	1/15/22	

5. Prepare draft legislation to authorize creation of a Bi-State Bridge Authority and file for consideration in the Oregon & Washington legislatures during the 2022 short sessions.

Draft legislation filed in both legislatures. Advocacy efforts ongoing through Feb./March.

2/1/22

COMPLETE

6. Complete agreement necessary to obtain \$5 million in funding from State of Washington for bridge replacement tasks.

Completed and presented to Commission for approval at January 18, 2022 regular meeting.

3/1/22

COMPLETE

7. Finalize a scope of work, complete solicitation, evaluation, and selection process to identify a Bridge Replacement Project Manager (BRPM) for Phase II bridge replacement efforts.

Timeline extended due to extensive additional work reconciling initial drafts with statutory requirements and ODOT format, Draft will likely be submitted for ODOT review by 1/15/22. Final selection will now likely not occur until May/Juen timeframe.

5/1/22

ADJUST TIMELINE

8. Finalize a scope of work, complete solicitation, evaluation and selection process to identify a Design Engineer for Bridge replacement.

Schedule dependent on selection and start up of RBMC. This selection process will not occur until the FY 23 Review Period.

5/1/22

ADJUST TIMELINE

9. Achieve 100% completion of the FEIS/NEPA process and secure Record of Decision.

FHWA decision to require compensation agreements with four Treaty Tribes means securement of ROD is likely postponed until mid-year 2022 or later.

3/15/22

ADJUST TIMELINE

10. Prepare a market assessment to evaluate the potential for selling Breezeby electronic tolling system services to other public entities within Oregon and prepare draft marketing materials for Commission consideration.

6/30/22

REMOVE

Retirement of CFO Fred Kowell means that this goal will be postponed indefinitely.

10. Prepare an outreach and communication plan to inform trucking entities of the damage caused to the Bridge by excessive speed.

10/30/21

COMPLETE

Information flyer distributed to trucking companies and major bridge users in October.

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:

KEN JERNSTEDT AIRFIELD

GOAL 1: IMPLEMENT AND MAINTAIN PROGRAMS AND POLICIES THAT ACHIEVE THE PORT VISION FOR THE AIRFIELD AS ONE THAT OFFERS SAFE, EFFICIENT, AND ATTRACTIVE AVIATION FACILITIES AND SERVICES CONSISTENT WITH FAA B-2 DESIGNATION TO PILOTS, RESIDENTS, BUSINESSES, AND VISITORS.

GOAL 2: ENSURE THE AIRFIELD FULFILLS ITS MISSION TO SUPPORT GENERAL AVIATION, EMERGENCY RESPONSE, EDUCATION, AND ECONOMIC DEVELOPMENT GOALS BALANCED WITH THE NEEDS OF THE SURROUNDING COMMUNITY.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
<p>1. Complete installation of AV Gas Tank and point-of-sale system on the N. ramp.</p> <p><i>Tank shipment date was delayed by manufacturer. Installation date uncertain but should occur by Jan. 30, 2022.</i></p>	11/01/21	
<p>3. Complete architectural plans, cost estimate, pro forma and marketing plan for a Commercial Hangar and make a recommendation to the Commission about proceeding to construction.</p> <p><i>Schedule extended. 90% plans/specs received on December 29, 2022. Cost estimate is being prepared. Formal recommendations now likely in Feb., 2022.</i></p>	12/30/21	
<p>4. Complete evaluation of aviation tracking technologies, discuss with the AAC and bring</p>	11/15/21	COMPLETE

action alternatives to the Commission for direction.

Multiple options reviewed with AAC and presented to Commission at 9/21/21 meeting. Informal approach using "Game Camera" selected. Additional effort to facilitate surveillance cameras now being evaluated.

5. Prepare summary assessment of ground lease issues for T-Hangar/Box Hangar development, discuss with the AAC and bring staff recommendations to the Commission for direction.

Staff analysis & recommendations presented to Commission at Fall Planning Work Session on 12/7/21.

11/15/21

COMPLETE

6. Draft and prepare a contract with the firm selected to provide general and on-call engineering services for Commission consideration.

Selection process complete and contract with Precision Approach Engineering approved by Commission at 8/24/21 meeting.

9/21/21

COMPLETE

7. Identify and implement a reporting, communication and oversight mechanism for activities of the Fixed Base Operator ("FBO") including monthly reports to the Commission.

Report format prepared and monthly reports commenced in October 2021. Attached to ED Monthly report going forward. Additional FBO oversight will come from Property Manager and Facilities Director.

9/30/21

COMPLETE

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA: REAL ESTATE DEVELOPMENT & MANAGEMENT

GOAL 1: IMPLEMENT AND MAINTAIN 2018 REAL ESTATE INVESTMENT STRATEGY (REIS).

GOAL 2: ENSURE THAT THE PORT'S ROLE IN REGIONAL ECONOMIC DEVELOPMENT ACTIVITIES IS CLEARLY DEFINED. CONFIRM THAT THE OBJECTIVES ARE IDENTIFIED, AND ADEQUATE RESOURCES ARE IN PLACE TO BE SUCCESSFUL.

ACTION

COMPLETION DATE
TARGET

CURRENT STATUS

1. Update the Port of Hood River economic impact analysis including a detailed focus on airport activities.

Recommend removal of task. Near term benefits of analysis limited. Business Oregon expected to conduct comprehensive impact analysis of Oregon Ports in 2023.

3. Negotiate a Memorandum of Understanding (MOU) with a development entity describing the terms and conditions for future development of Lot #900 and present to the Commission for possible action.

MOU responses due Jan. 14. Presentation to Commission on Feb. 1 and final decision expected February 18, 2022.

4. Prepare DDA Amendment #9 regarding Expo Phase II for Commission review.

Recommended Amendment #9 nearly complete. Expected to be presented to Commission by Feb. 1, 2022.

5. Prepare plans/specifications, cost estimate and financing plan for construction of E. Anchor Way and seek Commission approval to initiate bidding and construction phases.

Expecting scope/fee proposal from KPFF Engineers by mid-January and Commission action by Feb. 1, 2022.

6. Prepare and submit application to the Economic Development Agency (“EDA”) for grant funding for construction of N. 1st St.
Draft grant application complete. Commission approval to apply expected by Feb. 1, 2022.

7. Complete conceptual engineering plans and cost estimates, identify grant funding opportunities and make recommendation to the Commission about the feasibility of construction of N. 1st St.

Concept plans and cost estimate complete. Presented to Commission and direction received on Sept. 21, 2021.

6/30/22

REMOVE

1/15/22

10/15/21

5/30/21

9/15/21

5/30/21

COMPLETE

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:

MARINA

GOAL 1: ENSURE REALIZATION OF THE VISION OF THE MARINA AS A MULTI-USE RECREATIONAL MARINA THAT IS SAFE, FUNCTIONAL, WELCOMING, AND ATTRACTIVE THAT SERVES THE NEEDS OF MARINA TENANTS, GUEST BOATERS, AND LOCAL RESIDENTS AND GROUPS, PARTICULARLY YOUTH PROGRAMS.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
1. Complete plans, bid package and solicitation process and identify contractor for installation of new parallel boarding floats at the Public Boat Launch. <i>Plans/specs complete. Bidding expected to be completed by February 15.</i>	6/30/22	
2. Expand HRYC Boat Storage Area Fencing <i>Recommend removal of this task. Limited benefit, not a priority.</i>	6/1/22	REMOVE

2021-26 STRATEGIC BUSINESS PLAN SERVICE AREA:

WATERFRONT RECREATION

GOAL 1: ENSURE REALIZATION OF THE VISION OF PORT WATERFRONT RECREATIONAL TO MAINTAIN AND DEVELOP HIGH QUALITY RECREATIONAL SITES THAT PROMOTE RIVER ACCESS, ACTIVE RECREATION AND PASSIVE OPEN SPACE EXPERIENCES FOR COMMUNITY MEMBERS AND VISITORS WHILE SUPPORTING THE ECONOMIC DEVELOPMENT GOALS OF THE PORT DISTRICT.

GOAL 2: ENSURE BEST PRACTICE SAFETY PROTOCOLS AND SYSTEMS ARE IN PLACE AT ALL PORT WATERFRONT RECREATION FACILITIES AND CONTINUOUSLY EVALUATE SAFETY MEASURES ARE APPROPRIATELY MATCHED AND SIZED FOR THE CHANGING USES AND USER GROUPS AT EACH SITE.

ACTION	COMPLETION DATE TARGET	CURRENT STATUS
1. Reconvene the Waterfront Rec. Committee with a renewed focus on user/visitor safety. Recruit public safety officials, local expert user groups, and outside expert consultants to conduct a full evaluation of current conditions and develop recommended actions. <i>Committee membership approved and outside expert under contract. Work Session to be scheduled in Spring '22.</i>	11/31/21	COMPLETE
2. Develop and install an integrated signage plan for the Waterfront trail system.	05/01/22	

Plans complete. Bid process and installation planned for April/May 2022.

3. Complete plans/permits and ensure substantial completion of two rigging areas at the Hook.

Plans complete, contractor selected, pre-con meeting scheduled. Work expected to be completed by March 2022. Grant agencies notified of new completion schedule.

12/15/21

4. Replace Pedestrian Bridge Deck.

Work scheduled.

06/30/2022

5. Install Pedestrian Bridge Deck Lighting.

Work effort being assessed. Lighting engineer may be required.

06/30/2022

UNPLANNED INITIATIVES OR COMMISSION DIRECTIVES

THIS SECTION LISTS NEW, UNPLANNED EFFORTS AND APPROVED COMMISSION DIRECTIVES THAT OCCURRED THROUGHOUT THE REVIEW PERIOD.

ACTION	COMPLETION/DATE TARGET
1. Carry out candidate search and selection process and hire a new CFO to replace retiring Fred Kowell.	03/01/2022
2. Complete Pier Cap and Underwater Inspections and present findings to Commission..	COMPLETE 12/21/21
3. Negotiate renewal of three Utility Easement Agreements on the bridge.	04/30/2022
4. Retain outside counsel, prepare materials and ensure Board training occurs to provide Commissioners with proper and adequate information on Governance, legal risks and exposures, and ED Employment Contract.	COMPLETE 09/30/2021

Commission Memo



Prepared by: Daryl Stafford
Date: January 18, 2022
Re: Event Site Dock Food Concessions

The Port leases space on the Event Site Dock to two food cart businesses, the Downwinder and the Sandbar Café, seasonally from May 1-October 1. Generally, the addition of these businesses to the Event Site enhances the user experience and their operations are much appreciated by waterfront visitors. The 2021 leases were terminated at the end of the season due to compliance and operational issues that occurred over the summer. As part of preparation of the 2022 leases, staff has conducted a review comparable rental rates and a developed a summary of current and upcoming regulations and requirements for food carts in Oregon for Commission consideration. Staff seeks Commission direction on the optimal operation and regulation of these businesses for the Port's interests and Event Site visitors.

REGULATORY CHANGES

In January 2020, the State of Oregon announced significant changes to the rules for new food carts with compliance required for existing food carts by January 1, 2023. The notable changes require the carts to have everything integral to the unit (including the holding tanks) with no auxiliary storage. The Downwinder is a new cart built to requirements, but the Sand Bar Café is not, and it may be cost prohibitive for the cart to be converted. The current owner is trying to sell the business.

Staff has sourced information from the State, County, City, OLCC, SDAO, and the Port's insurance agent for a better understanding of current and upcoming requirements for carts and landlords, and a review from a risk management perspective.

FINANCIAL BACKGROUND

Port expenses related to the Event Site Food Cart agreements have exceeded revenues since 2018 and prior. In 2021, the approximate costs related to both food carts operations, including dock engineering and load ratings, legal reviews and counsel, utilities, electrical repairs requiring a certified electrician, pest control, picnic table replacement and repairs, dock repairs, signage, and other minor expenses was more than \$10,000 not including staff support time, which was significant. The 2021 total combined Revenue from both carts \$3,510.

- i. Sandbar Café- \$373 per month including water & power
- ii. Downwinder- \$329 per month including water & Power

See the rate survey in the table below, showing local area food cart rental rates average \$649.

If Commission would like to move forward with food carts, staff recommends a rate increase.

RISK EXPOSURE

While allowing food carts on Port property does not increase the Port’s insurance premiums, it does increase exposure to risk. While all businesses that sell alcohol in Oregon are permitted and regulated by the OLCC, landlords of those business also carry some risk. Currently, the only food carts allowed to sell alcohol in Hood River are the Port’s Event Site dock tenants. The Port’s insurer advises that, should a claim related to sale of alcohol on Port property be made, Port premiums would increase for the foreseeable future. Scott Reynier, the Port’s insurance agent, has offered to attend the meeting to answer any risk exposure questions for the Commission. Certainly, prohibiting sales of alcohol would have significant impacts to the business models of both of these businesses and may affect their desire to continue operations.

1/10/22 Food Cart Rate Survey				
Area	Location	Contact	Monthly Average Rate	Amenities
Port Waterfront	Event Site Dock	Sandbar Café	\$ 373	water, electric
	Event Site Dock	Downwinder	\$ 329	water, electric
HR Waterfront	Behind Ferment	Key Development	\$ 695	water, electric
HR Heights	Food Pod Court	Freshies	\$ 650	water, electric
	Food Pod Court	Solstice	\$ 650	water, electric
HR East Side	Windance	Dave Nunn-landlord	\$ 400	No immenties
The Dalles	16th St. Food Pod	Cameron McKeown-Landlord	\$ 795	water, greywater disposal, garbage
Bingen	Huck Truck	Brian Carlstrom- Landlord	\$ 600	water, electric, sewer
Portland	Travel Oregon		\$ 750	rate range \$650-\$2,000
		Average- not including Port Food Carts	\$ 649	
***2021 Kite Concession Rent on the upper Event Site Dock was \$704 per month for a 5 month term				

KEY QUESTIONS

Commission direction is sought on the following basic considerations:

1. Does the Port want to continue allowing food carts on the Event Site Dock?
2. If so, does the Port want to continue with allowing the food carts to sell alcohol?
3. What is the appropriate monthly lease rate for these businesses?

RECOMMENDATION: Discussion

Commission Memo



Prepared by: Kevin Greenwood
Date: January 18, 2022
Re: Bi-State Bridge Authority Legislation

One of the highlights this year has been the progress in both Oregon and Washington to pass legislation allowing local governments the right to form bi-state bridge authorities. Members of the Bi-State Working Group (BSWG) have been actively engaged in advocating key legislators and executive branch administrators to support the bill. To date there has been little opposition and questions from legislators focus on formation of the commission, tie-breaking scenarios, etc. Attached is a letter of support from Representative Anna Williams.

As Port staff and commissioners continue to inform and educate legislators this session, the Commission may want to consider making a formal policy statement supporting the bi-state bridge authority bill. This would provide more gravitas that could be acknowledged during meetings and would allow staff to reference the Commission's position during conversations with staff.

RECOMMENDED ACTION: Approve issuance of a statement of support for the proposed Bi-State Bridge Authority legislation in the Oregon and Washington legislatures.

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Representative Anna Williams
House District 52
900 Court St. NE, H-377
Salem, OR 97301
(503) 986-1452



January 12th, 2022

Honorable Chair Marko Lias
Senate Transportation Committee
305 John A. Cherberg Building
PO Box 40444
Olympia, WA 98504

Re: SB 5558 – Concerning the bistate governance of interstate toll bridges owned by local governments: Support

Dear Chair Lias and Members of the Senate Transportation Committee:

I am writing in **support of SB 5558**, which would create a bi-state governance entity to assist the local communities in Washington and Oregon to rebuild the Hood River-White Salmon Interstate Bridge. The current bridge has been connecting people in Oregon and Washington for nearly one hundred years and is an essential piece of infrastructure for the individuals who use it every day. I am one such person, as my mother and sister both live across the river. In this sense the bridge is not only a literal interstate connection but also an important representation of the relationships that exist between and among Columbia Gorge communities.

Unfortunately, the bridge is functionally obsolete, weight-restricted, seismically deficient, and a hazard for maritime freight on the Columbia River. Repair costs continue to grow year over year, and unless construction on a new bridge is underway by 2026, \$50 million will need to be spent on the current bridge over the next fifteen years to provide for its continued safe operation. Replacing the Hood River-White Salmon Bridge is vital to the local economy, and to the safety of surrounding communities in both Oregon and Washington.

Local governments from Oregon (the City of Hood River, Hood River County, and the Port of Hood River) and Washington (Klickitat County and the Cities of Bingen and White Salmon) have partnered together in a bi-state working group to develop and fund a replacement bridge. While the informal local government partnership has worked well so far, a clear, comprehensive, and permanent bi-state governance structure is needed to finance, construct, and operate the replacement bridge. After a year-long study, the bi-state working group found that the replacement of a local government-owned interstate toll bridge can best be accomplished by an independent bi-state authority, chartered by the affected local governments, with sufficient powers to efficiently develop, operate, maintain, toll, and finance the replacement bridge. Since current statutes in Oregon and Washington do not provide a

Representative Anna Williams
House District 52
900 Court St. NE, H-377
Salem, OR 97301
(503) 986-1452



means to establish such an authority, the bi-state working group has prepared legislation to create this bridge authority and seeks to pass it concurrently in the Oregon and Washington Legislatures during their respective 2022 legislative sessions.

Oregon's bi-state bridge authority bill is a priority of Oregon's Joint Transportation Committee and has the support of the Hood River area's legislative delegation. I urge you to support Washington's version of the legislation so that the bi-state authority can be created and this vital infrastructure project can move forward without delay. Thank you for your consideration of my testimony.

Respectfully,

A handwritten signature in black ink, appearing to read "Anna Williams". The signature is fluid and cursive, with the first name "Anna" and the last name "Williams" clearly distinguishable.

State Representative Anna Williams
House District 52
Oregon State Legislature

Administration

- Happy New Year!
- I want to extend a huge thank you to all staff in dealing with the recent storm that ushered in the new year. In particular, the Facilities staff for all the work they did plowing and clearing snow in the early morning hours. We have received many compliments from tenants and airport users for their efforts.
- I have conducted 5 formal interviews of candidates to fill the vacant C.F.O. position. A final candidate was interviewed on January 17th. Fred Kowell has been assisting in the interviews and his participation has been invaluable. I believe now that there is a strong pool of interested candidates. Following a fairly common practice here, some of the interviewed candidates will next participate in an interview with key staff. After that, I will conduct a final interview with the short list candidates. My expectation is to fill the position by March. This schedule will have some impact on our approach to preparation of the FY 23 Budget.
- The new Contracts Administrator position is expected to be filed by late this month. This will be an internal hire and necessitate hiring of a new, part-time front office employee.
- I have mentioned that the SDAO Annual Conference will be held February 10-13, 2022, in Eugene. The conference will now be held virtually. As before, I encourage all Commissioners to participate in this conference. If you are interested, please contact Genevieve.
- One Port staff member has been diagnosed with COVID. The employee is in quarantine and we are adhering to CDC and State recommended protocols.
- I have issued the attached "Stop Work Policy" to all staff. This was a task listed on my FY 22 Work Plan.

Recreation/Marina

- Final bid plans and specifications for the OSMB Boarding Floats Project are being prepared. The project is expected to go out to bid this month.
- There was significant concern about the impact of the recent snow event on some boathouses. No damage occurred. One owner has indicated that they intend to haul out their boat house for demolition. The owner has hired a contractor to perform the removal.

- Due to the opening of sturgeon fishing the Marina boat ramp has been very busy with day traffic. Facilities staff cleared the snow so they could safely launch their boats. Staff at the Best Western Hotel indicated that the fisherman have brought a welcome boost.

Development/Property

- I have extended permission to the City of Hood River to dump excess snow from downtown streets on Lot #1. I have also executed a Use Agreement to a private company who requested the use of Lot #1 for the same purpose.
- We have received response from the two development firms interested in potential hotel development on Lot #900. Final presentations are expected to occur at the February 1 meeting. Staff analysis and recommendation will be provided at that time.
- Staff is in discussions with the current overnight security provider to close their contract. We will be seeking an alternative provider prior to the summer season.
- A press release was received that indicated the Mt. Hood Railroad has been sold to owners of the Fruit Company. I have been in touch with the new owner.

Airport

- We have been informed that delivery of new AV gas tank has been delayed again. Delivery is now expected in early March.
- AAC chair Dave Koebel has made several recommendations related to Airfield plowing based on his observations from the recent storm event. John Mann has prepared a new airport plow priority map and details.

Bridge/Transportation

- Climbers from WSJ Engineers accessed the bridge lift span on January 11. They are putting together the means of cable replacement for the cable project next fall.
- An early morning bridge lift occurred on January 12 for a vessel related to the SDS lumber mill operations.
- Mark Libby, HDR Engineer, reports that he has reviewed and provided comments on BDI's 100+ page report on the load testing analysis. HDR is still in process with analyzing load rating results, evaluating the gusset plate load effects, and summarizing the results in a technical memo. Mark is aiming for the end of the month to complete this work at which time it will be presented to the Commission.
- Wiss Janey still expects to have final draft plans and specifications for the Wire Rope Replacement Project complete by the end of January.

Commission Memo



To: All Staff
FROM: Michael McElwee
Date: December 29, 2021
Re: Stop Work Practice

The Port of Hood River places the highest priority on maintaining a safe workplace for all employees at all times. Achieving this goal requires that all employees are aware of their right and obligation to speak up if work practices are planned or implemented that might be considered unsafe. Please read and follow the “Stop Work Practice” stated below. It applies to all employees, each department, and any work environment at the Port of Hood River.

STOP WORK PRACTICE

A “stop work” order is instituted by any Port employee whenever a safety issue is identified that must be resolved either by direct line of supervision, change in a process or procedure, or by mechanical maintenance or repair. A task will not be performed if it cannot be performed safely.

Each Port of Hood River employee is responsible for adherence to safe work procedures and to perform work in a safe manner. As such, each employee has the right and the obligation to refuse to perform or to stop a task that they believe is unsafe. Exercise of this authority shall not result in any form of reprisal or negative personnel action by management. With this authority comes the responsibility to take an active role in the resolution of safety issues.

By initiating a “stop work” order, the affected system will be placed in a safe state or “lock out” mode of operation. Resolution of a “stop work” order might only affect the worker and the supervisory lead and may only require a discussion between worker and supervisor to clarify uncertainties prior to resuming operations. If the situation requires a change in a process or procedure, the issue is elevated to management and requires the review and approval of the recommended actions of the investigation by this elevated level of management prior to resuming operations. If the “stop work” order is due to an equipment issue, a “lock out/tag out” procedure is implemented until proper maintenance or repair and testing is completed and the equipment or machinery is deemed safe to use.

Once the corrective actions are implemented that resolve the “stop work” issues, and management approval is given, then the system can be configured and placed back into a normal operating mode.

Managers will document the stop work action and identify the root cause and any potential opportunities for improvement. The manager will provide the incident details regarding the stop work action to all supervisors and employees outlining the issue, corrective action and lessons learned. The Port of Hood River Executive Director will promptly review all stop work reports to identify any additional investigation or required follow-up.

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**For Release 7:00 AM
January 10, 2022**

Mt Hood Railroad

Mount Hood Capital Investments LLC

Hood River, Oregon— January 10, 2022 — Mount Hood Capital Investments is pleased to announce the purchase of the Mt Hood Railroad. The purchase is being led by local Hood River Valley resident and entrepreneur L. Scott Webster, owner of Webster Orchards and TheFruitCompany.com. Returning the Mt. Hood Railroad to local ownership will ensure the Railroad best serves the interests of the Hood River Valley community and continues its proud legacy of service to the region for more than a century. The Mt. Hood Railroad will continue to operate both freight and passenger services. Ron Kaufman will remain the railroad’s General Manager.

“I’m really excited about the potential of Mt. Hood Railroad and what it means for this region. Being a third-generation orchardist, I envision great value by enhancing local agritourism, growing the freight business, and providing solutions for our community,” said Scott Webster.

Once the ownership transition process is completed, some exciting plans are forthcoming. For inquiries, please contact.

For more information, press only:

L. Scott Webster, CEO
(541) 387-4100 Direct
scott@mthoodrailroad.com

For more information on services:

Ron Kaufman, GM
(541) 993-2910 Direct
ron@mthoodrailroad.com
www.mthoodrailroad.com

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Commission Memo



Prepared by: Kevin Greenwood
Date: January 17, 2022
Re: Grant Agreement with WSDOT

During the 2021 Washington state legislative session, Substitute Senate Bill 5165 appropriated \$5 million for the Hood River Bridge Project. Along with equal amounts from Oregon state and the US Dept. of Transportation, the project now has \$15 million to begin the Post-NEPA phase of the bridge replacement project. The Washington funding is the first to be released toward the project.

Brad Boswell, the Port's government affairs consultant, was key in working with Senator Curtis King and other members of the Senate Transportation Committee to answer questions, facilitate interaction between the Klickitat County members of the Bi-State Working Group, and usher the funding request through the budgetary process.

SSB 5165 appropriated the funds identified in the state transportation plan (LEAP) to Klickitat County. Exhibit B of the grant agreement is a letter from the Klickitat County Commission requesting that Washington State Dept. of Transportation (WSDOT) provide a direct funding agreement to the Port of Hood River to administer the funds for the project.

Exhibit A of the grant agreement identifies the categories of work to be completed, not only with the Washington state funds, but from all three funding agencies totaling \$15 million. The Bi-State Working Group has reviewed the project category splits by funding agency. The Washington funding will primarily be used to fund project management, engineering/design, bridge authority implementation and financing plan development. The category splits also identify that \$1.25 million of the WSDOT funding will be used as the 20% match required by the federal BUILD grant.

The grant agreement exhibit is currently being reviewed by Port legal counsel.

RECOMMENDATION: Authorize Grant Agreement with Washington State Dept. of Transportation for the Replacement of the Hood River-White Salmon Bridge subject to general counsel review and Executive Director approval.

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**Interagency Agreement
For The
Interstate Bridge: Hood River – White Salmon
Between The
Washington State Department of Transportation (GCB 3577)
And
The Port of Hood River**

This Agreement is between the Washington State Department of Transportation hereinafter referred to as the “State”, and the Port of Hood River, hereinafter referred to as the “Port,” collectively referred to as the “Parties” and individually the “Party.”

WHEREAS, in Engrossed Substitute Senate Bill 5165, Chapter 333, Laws of 2021 (pv), Section 311(1) the Washington State Legislature appropriated \$5,000,000 funding for Klickitat County for the next phase of engineering, project-related studies, financial analysis and governance activities necessary to develop a replacement interstate bridge between White Salmon, WA and Hood River, OR as described as Hood River Bridge (L2000372) project identified in the 2021-2 Legislative Evaluation & Accountability Program (LEAP) transportation document developed April 23, 2021;

WHEREAS, the “Hood River Bridge Replacement Project” (the “Project”) is included in the LEAP transportation document and has authorized State funds for the expenditure of up to \$5,000,000 (Five Million Dollars) to pay the Washington Project Costs, as defined below;

WHEREAS, the Washington State Legislature has determined that Hood River Bridge is an important element of the State’s multimodal transportation system and permits the State to provide financial assistance to cities, counties, ports, and railroads for the purposes of acquiring, rebuilding, rehabilitating, or improving transportation infrastructure;

WHEREAS, the Klickitat County provided written approval for the funds to be reimbursed directly from the State to the Port of Hood River as attached as Exhibit B, and

WHEREAS, the Port is the sole owner and operator of the existing and future Hood River Bridge between White Salmon, WA and Hood River, OR.

NOW THEREFORE, pursuant chapter 39.34 RCW, to the above recitals that are incorporated herein as if fully set forth below and in consideration of the terms, conditions, covenants and performances contained in this Agreement, or attached hereto and by this reference made a part of this Agreement, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1 SCOPE OF WORK

Exhibit A, which is attached hereto and by this reference made a part of this Agreement, identifies the Scope of Work and Schedule for the Project.

SECTION 2 PAYMENTS TO THE PORT

2.1 The estimated costs to complete the total Scope of Work in Exhibit A is currently projected to be \$15,000,000 (Fifteen Million Dollars) (“Total Project Costs”). The State agrees to reimburse the Port up to a maximum amount of \$5,000,000 (Five Million Dollars) (“Washington Project Costs”) for the actual direct and related indirect costs expensed by the Port in the course of completing the Scope of Work for the Washington Project costs as identified in Exhibit A in this Agreement.

2.2 It is understood that the actual Total Project Costs under this Agreement are based on preliminary estimates and that if unforeseen circumstances cause the Total Project Costs to exceed \$15,000,000 (Fifteen Million Dollars), the Port shall per Sec. 2.12 request modifications to the Scope of

Work to keep within the estimated Total Project Cost without any increase of the State's maximum Washington Project Costs.

2.3 Any costs expensed by the Port prior to the execution of this Agreement will not be eligible for reimbursement from the Washington Project Costs.

2.4 The Port shall comply with all provisions of the most recent version of 48 CFR § 31 (Contract Cost Principles and Procedures) or as subsequently amended, regarding accounting conventions.

2.5 The Port shall submit invoices on a quarterly or monthly basis, but not more frequently than once a month. Invoices shall detail work completed and include a Scope of Work status report. The State shall review each invoice for compliance with the terms of this Agreement and make periodic payments to the Port for costs expensed under this Agreement within 30 (thirty) days after receipt of the monthly or quarterly invoice. Supporting documentation for all costs being invoiced shall be submitted with the invoice. Failure to provide supporting documentation at the time of the invoice, or later if the State requests additional documentation, will render the cost ineligible for reimbursement. Any invoice disputed by either party, if not resolved by negotiation, shall be resolved pursuant to Section 18 below.

2.6 Reimbursement for travel, subsistence, and lodging expenses will not be eligible under this Agreement unless specifically preapproved in writing by the State. Reasonable reimbursable travel and lodging expenses are preapproved as a Scope of Work cost incurred by a Port Project Director employee who does not reside in Hood River County, Oregon, but is required by the job to travel to and from Hood River.

2.7 Billing for non-salary cost, directly identifiable with the Project, if any, shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data submitted by the Port with each invoice.

2.8 All above charges must reflect the work conducted under this Agreement.

2.9 Per chapter 43.88 RCW, any invoices for work performed between July 1 and June 30 of any given year must be submitted to the State no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the Port is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by the State for work performed by the Port prior to July 1 must be submitted to the State no later than July 19th of the same year in order for the State to accrue the amount necessary for payment. The Port will thereafter submit any remaining invoices to the State for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. The State shall not be required to pay to the Port late payment fees, interest, or incidental costs expensed by the Port or any other costs related to a delayed payment if the Port fails to comply with the invoice requirements of this Section.

2.10 The payment by the State for any work completed shall not relieve the Port or a Port contractor of any obligation to make good any defective work or material.

2.11 It is agreed that any State payment, pursuant to any Port payment request, will not constitute agreement as to the appropriateness of any item, and that required adjustments, if any, will be made at the time of State's final payment. In the event that the State and/or their representatives conducts an audit, and that audit indicates an overpayment of moneys provided to the Port, the Port agrees to refund the overpayment to the State within thirty (30) calendar days after being billed unless disputed, which shall be resolved pursuant to Section 18 below.

2.12 It is agreed that the Washington Project Costs set forth in Exhibit A are for expected activities and the costs are estimates. If the Port requests the State to add additional Project activities or to reduce or eliminate Project activities, which changes the amount payable for a Project activity reimbursable as Washington Project Costs, the State will consider a Port request to pay other Project costs with grant funds available hereunder. In that event, the Port and State may amend this Agreement

to reflect a changed or added Project activity, and to reflect a changed amount payable for a Project activity. If a Project activity is reduced or eliminated the amount stated in Exhibit A to pay for that Project activity will be applied to another Project activity if approved by the State.

SECTION 3 EMPLOYMENT AND INSPECTION OF WORK

3.1 The Port shall employ all persons or hire independent contractors or consultants necessary to perform the Scope of Work and agrees to be responsible for the management, planning, design, control, operation, construction, maintenance, and repairs that are essential to its performance.

3.2 Upon completion of portions of the Scope of Work funded as a Washington Project Cost under this Agreement, the Port will provide a report to the State providing an overview of the effort and the accomplishments showing that the work has been completed within the terms of this Agreement.

SECTION 4 TERM

This Agreement shall become effective upon execution.

SECTION 5 MAINTENANCE OF RECORDS AND AUDIT REQUIREMENTS

5.1 During the progress of the work, and for a period of not less than six (6) years from the date of final payment by the State to the Port, records and accounts of the Port are to be kept available for inspection and audit by representatives of the State.

5.2 Copies of the records shall be furnished to the State upon request and shall be maintained in accordance with accepted job cost accounting procedures as established in 48 CFR § 31. All costs must be supported by actual invoices and canceled checks. The Port agrees to comply with the audit requirements contained herein, and to impose the same requirement on any consultant, contractor, or subcontractor who may perform work funded by this Agreement.

5.3 The records to be maintained by the Port shall include, but are not limited to, the following:

- (a) Records that identify the sources and applications of funds for this Agreement and contain information pertaining to outlays;
- (b) Supporting source documents;
- (c) All documentation underlying the preparation of any reports;
- (d) Any other records which are required following notification of an amendment to State of Washington or federal regulations which takes effect during the period in which costs are allowable; and
- (e) Any other records necessary to disclose fully the amount and disposition of the funds provided to the Port under this Agreement and charged to the Project, supported by documents evidencing in detail the nature and propriety of the charges, the total cost of each undertaking for which the assistance was given or used, the amount of the costs of the undertaking supplied by other sources, and other books, records, and documents needed for a full and complete verification of the Port's responsibilities and all payments and charges under this Agreement.

5.4 In the event that any litigation, claim or audit is initiated prior to the expiration of said six-year period, the records shall be retained until such litigation, claim, or audit involving the records is complete.

SECTION 6 REPRESENTATIONS, WARRANTIES, AND COVENANTS

6.1 The following representations and warranties by the Parties hereto shall be considered conditions precedent to the effectiveness of this Agreement.

6.2 The Port represents and warrants the following:

- (a) That the monies the Port will derive through this Agreement will be used solely for the Scope of Work as identified in Exhibit A of this Agreement, or as it may be amended;
- (b) The Port has the full power and authority to enter into this Agreement, and to carry out the obligations, which it has hereby undertaken;
- (c) That all proceedings required to be taken by or on the part of the Port to authorize its entrance into this Agreement, have been or will be duly taken;
- (d) That execution of this Agreement and the performance of the Washington Project Costs Scope of Work hereunder will not violate any statute, rule, regulation, order, writ, injunction or decree of any Court, administrative agency or government body;
- (e) That the Port has not employed or retained any company or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the State shall have the right to terminate this Agreement without liability;
- (f) That the Port shall not engage on a full, part-time, or other basis, during the period of the Agreement, any professional or technical personnel, to work on the Scope of Work set forth as Exhibit A in this Agreement, who are, or have been, at any time during the period of the Agreement in the employ of the State without written consent of the employer of such person; and
- (g) That the Port shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee, agent, or officer of the State nor will the Port rent or purchase any equipment, materials, or services from any employee or officer of the State.

SECTION 7 TERMINATION FOR FAULT

Should either the State or the Port substantially fail to perform their obligations under this Agreement, and continue such default for a period of sixty (60) calendar days after written notice of the default from the other Party, and after failure to cure the default within the sixty (60) days period, or as soon thereafter as is reasonably possible if the default cannot be cured in sixty (60) days,, the Party not in default shall have the right at its option, after first giving thirty (30) calendar days written notice thereof by certified mail to the Party in default, and notwithstanding any waiver by the Party giving notice of any breach thereof, to terminate this Agreement. The termination of this Agreement shall not impair any other rights of the terminating Party under this Agreement or any rights of action against the defaulting Party for the recovery of damages. For purposes of this provision, a substantial failure to perform on the part of the Port shall be deemed to include, but shall not be limited to, any action of the Port that materially jeopardizes its ability to perform pursuant to this Agreement.

SECTION 8 TERMINATION FOR CONVENIENCE

The State may terminate this Agreement in whole, or in part, upon thirty (30) calendar days written notice whenever:

- (a) The requisite funding becomes unavailable through failure of appropriation or otherwise; and/or
- (b) The State reasonably determines that such termination is in the best interests of the State.
- (c) If the State exercises its rights under this Section, then the State shall reimburse Port for any expenses and costs eligible hereunder prior to receipt of such notice of termination.

SECTION 9 ASSIGNMENT AND SUCCESSION

The Port may not assign or in any manner transfer either in whole or in part this Agreement or any right

or privilege granted to it hereunder, nor permit any person or persons, company or companies to share in any such rights or privileges without the prior written consent of the State except as otherwise herein provided. Nothing in this Agreement shall be construed to permit any company or any other person, corporation, or association, directly or indirectly, to possess any right or privilege herein.

SECTION 10 FORCE MAJEURE

It is further understood and agreed that neither the Port nor the State, as the applicable case may be, shall be required to keep this Agreement in effect during any period(s) it is prevented from doing so by governmental action, war, strikes, riots, terrorism, or civil commotion, or if the facilities or any portion thereof is made unserviceable by Acts of God including, but not limited to, floods, high water, or other damage by the elements.

SECTION 11 NOTICES

Any notice, request, consent, demand, report, statement or submission which is required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally to the respective Party set forth below, or if mailed, sent by certified United States mail, postage prepaid and return receipt required, to the respective Parties at the addresses set forth below, or to such other addresses as the Parties may from time to time advise by written notice to the other Party. The date of personal delivery or of execution of the return receipt in the case of delivery by certified U.S. mail, of any such notice, demand, request, or submission shall be presumed to be the date of delivery.

NOTICES IN THE CASE OF THE PORT:

Michael McElwee
Executive Director
PORT OF HOOD RIVER
1000 E. Port Marina Dr.
Hood River, OR 97031
(503) 386-1645

The Port consents to allowing the legal notices to be sent to the "Executive Director of the Port of Hood River" at the above address without naming the Executive Director.

NOTICES IN THE CASE OF THE STATE:

Name: _____
Title: _____
Organization Name: _____
Mailing Address: _____
City, State Zip Code : _____

SECTION 12 INTERPRETATION

12.1 This Agreement shall be construed liberally so as to secure to each Party hereto all of the rights, privileges, and benefits herein provided or manifestly intended. This Agreement, and each and every provision hereof, is for the exclusive benefit of the Parties hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right of a third party to recover by way of damages or otherwise against the Parties hereto.

12.2 If any covenant or provision, or part thereof, of this Agreement shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this Agreement. No controversy concerning any covenant or provision shall delay the performance of any other provisions except as herein allowed.

12.3 All remedies provided in the Agreement are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively therewith.

12.4 Any forbearance of the Parties in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of that or any other right or remedy hereunder.

12.5 Each Party hereby agrees to immediately notify the other Party of any change in conditions or any other event which may significantly affect the TERM of this Agreement or the Party's ability to perform any material provisions of this Agreement.

SECTION 13 SUBCONTRACTING

13.1 It is understood that the Port may contract or subcontract all or portions of the Project activities.

13.2 No contract between the Port and its contractors and/or their subcontractors, and/or material suppliers shall create any obligation or liability of the State with regard to this Agreement without the State's specific written consent to such obligation or liability notwithstanding any concurrence with, or approval of, the award, solicitation, execution, or performance of any contract or subcontract. The Port hereby agrees to include the provisions of this Agreement in all contracts entered into by the Port for procurement of any materials or the performance of any work to be accomplished under this Agreement.

SECTION 14 LAWS TO BE OBSERVED

14.1 General Compliance. The Port shall comply with all applicable federal, State, and local laws, rules, regulations, and orders pertaining to the Project. If any action or inaction by the Port results in a fine, penalty, cost, or charge being imposed or assessed on or against the Port and/or the State, the Port shall assume and bear any such fine, penalty, cost, or charges. In the event the State, for any reason, is required to pay the same, the Port, upon demand, shall promptly reimburse, indemnify, and hold harmless the State for or on account of such fine, penalty, cost or charge and shall also pay all expenses and attorney's fees expensed in defending any action that may be brought against the State on account thereof. The Port shall, in the event of any such action and upon notice thereof from the State, defend any such action(s) free of cost, charge and expense to the State.

14.2 Permits and Compliance with land use and environmental laws. The Port shall be responsible for obtaining all necessary permits from federal, state, and local agencies of government and compliance with land use and environmental regulations pertaining to the performance of work under this Agreement.

14.3 Compliance with Social Laws. During the term of the Agreement, the Port and its contractors, subcontractors, and lessees shall comply with all applicable State and Federal workmen's compensation, employer's liability and safety and other similar laws, including but not limited to any State and Federal requirements related to COVID vaccination and transmission mitigation, applicable to the Project.

14.4 Equal Employment Opportunity. In connection with the execution of this Agreement, the Port or its Contractor shall not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex or national origin, or disability, except for a bona fide occupational qualification.

SECTION 15 INDEPENDENT CONTRACTOR

The Port shall be deemed an independent contractor for all purposes and the employees of the Port or any of its contractors, subcontractors, lessees and the employees thereof, shall not in any manner be

deemed the employees or agents of the State.

SECTION 16 SAFETY AND LIABILITIES

16.1 Safety. The Port shall do all things necessary and proper for safe conduct of Project activities and shall comply, or cause its contractors to comply, with all regulations prescribed by law or any public authority with respect thereto for the safety of the public or otherwise.

16.2 Personal Liability of Public Officers. No officer or employee of the State shall be personally liable for any act, or failure to act, in connection with this Agreement, it being understood that in such matters they are acting solely as agents of the State.

16.3 Responsibility for Damage. The State, Transportation Commission, Secretary of Transportation, and all officers and employees of the State including, but not limited to, those of the Department of Transportation shall not be responsible in any manner for: any loss or damage resulting from or related to any Project activities; for any loss of material or damage to any materials or other things used or employed in the performance of Project activities; for any injury to or death of any persons, workers or the public, or for damage to the public for any cause due to the intentional acts or negligence of the Port or anyone employed by it.

16.4 Indemnification. The Port shall indemnify and hold the State and all its officers and employees harmless from, and shall process and defend at its own expense all claims, demands, or suits at law or equity arising out of this Agreement caused by the performance or failure to perform by the Port, its agents, employees and/ or its contractors and subcontractors of any and all duties prescribed by, or incidental to its performance under, this Agreement; provided that nothing herein shall require the Port to indemnify or hold the State harmless against claims, demands, or suits based solely upon the negligent conduct of the State, its officers or employees; and provided further that if the claims, demands or suit is caused by or results from the concurrent negligence of (a) the Port's agents, employees and/or its contractors and subcontractors and (b) the State's agents, employees and/or its contractors and subcontractors, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the Port's negligence or the negligence of the Port's agents or employees.

16.5 The Port agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work under this Agreement for the Project. For this purpose, the Port, by mutual negotiation, hereby waives with respect to the State only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

16.6 This indemnification and waiver shall survive the termination of this Agreement for all claims, demands, or suits at law or equity arising out of this Agreement during its term.

SECTION 17 NO WAIVER OF STATE'S RIGHTS

The State shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Agreement. Neither the granting of an extension of time, nor acceptance of and/or payment for, the whole or any part of the work by the State shall bar the State from seeking recovery of damages or any money wrongfully or erroneously paid to the Port. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

SECTION 18 DISPUTES RESOLUTION

In the event that a dispute arises under this Agreement which cannot be resolved between the Parties, the dispute shall be settled by arbitration in the following manner: Each Party to this Agreement shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member who is not employed by or affiliated in any way with the two Parties to this Agreement. The dispute board shall arbitrate and evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute, applying Washington law. The arbitration under this Agreement is expressly subject to and controlled by the provisions of RCW Chapter 7.04A and the dispute board is granted all authority as provided in RCW Chapter 7.04A. The arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. The determination of the dispute board shall be final and binding on the Parties hereto. The Parties agree to each be responsible for its own costs and further agree to equally share the cost of the third member of the dispute board.

SECTION 19 COMPLETE AGREEMENT

This document and referenced attachment contain all of the covenants, stipulations and provisions agreed upon by the Parties. No agents, or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the Parties as an amendment to this Agreement prior to beginning or continuing any work to be covered by the amendment.

SECTION 20 EXECUTION OF ACCEPTANCE

The Parties adopt all statements, representations, warranties, covenants, and Exhibit to this Agreement.

SECTION 21 AMENDMENT

Either Party may request changes in these provisions. Such changes that are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto prior to beginning or continuing any work to be covered by the amendment.

SECTION 22 COUNTERPARTS

This Agreement may be executed in two counterparts, each of which shall be deemed to be an original having identical legal effect, and may be executed in any available, verifiable electronic format.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date signed last by the Parties below.

Washington State Department of Transportation

By: _____

Date: _____

Printed Name: _____

Approved as to form:

By: _____

Date: _____

Assistant Attorney General
State of Washington

Port of Hood River

By: _____

Date: _____

Printed Name: Michael McElwee, Executive Director

PROJECT CATEGORY SPLITS BY FUNDER (FY 22-24)

12/15/21

	WSDOT	BUILD	ODOT	TOTAL	%
ADMINISTRATIVE					
Administrative and Legal	\$360,000	\$0	\$275,000	\$635,000	
Includes staff, legal costs, travel and reimbursable expenses.					
SUBTOTAL ADMINISTRATIVE	\$360,000	\$0	\$275,000	\$635,000	4%
PROJECT MANAGEMENT					
Replacement Bridge Management Contract	\$1,540,000	\$72,000	\$1,380,000	\$2,992,000	
Obtain technical assistance for short and long-term project planning, develop AE/Design procurement process and facilitate selection of engineering firm, evaluate project delivery approach and other services.					
Public Involvement	\$60,000	\$0	\$40,000	\$100,000	
Create public outreach and informational materials for informing the public on project progress.					
Project Delivery Support	\$20,000	\$0	\$0	\$20,000	
Assistance in and facilitation of selecting a project delivery method for project construction.					
RBMC BUILD 20%	\$18,000	\$0	\$0	\$18,000	
SUBTOTAL PROJECT MANAGEMENT	\$1,638,000	\$72,000	\$1,420,000	\$3,130,000	21%
ENGINEERING/DESIGN					
Architectural, Engineering & Design	\$828,000	\$3,736,000	\$2,432,000	\$6,996,000	
AE/Design BUILD 20%	\$934,000	\$0	\$0	\$934,000	
Complete preliminary engineering and begin bridge design.					
Geotechnical/BUILD 20%	\$152,000	\$608,000	\$0	\$760,000	
Obtain upland and river borings for geotechnical analysis use for evaluating foundation risks.					
SUBTOTAL ENGINEERING/DESIGN	\$1,914,000	\$4,344,000	\$2,432,000	\$8,690,000	58%
OTHER STUDIES/SERVICES					
NEPA/Section 106/Tribal MOAs	\$80,000	\$0	\$0	\$80,000	
Financial Planning	\$183,000	\$0	\$160,000	\$343,000	
Evaluate financial and funding criteria including bond rates, grant opportunities, operational costs, firmer cost estimates, etc. to be used in ongoing financial opportunities.					
Agency Review	\$145,000	\$0	\$95,000	\$240,000	
ODOT and other agency technical review of project materials					
Public Private Partnership (P3) Advising	\$50,000	\$0	\$0	\$50,000	
Technical assistance in evaluating P3 as a possible financing method.					
Governance Legislation/Implementation	\$350,000	\$131,200	\$0	\$481,200	
Technical assistance in developing a bi-state bridge authority including the creation of legislation, governance documents and a plan for implementation.					
BUILD 20%	\$32,800	\$0	\$0	\$32,800	
Traffic and Revenue Studies	\$0	\$40,000	\$285,000	\$325,000	
Evaluate and recommend toll policies required for financial analysis.					
BUILD 20%	\$10,000	\$0	\$0	\$10,000	
SUBTOTAL OTHER STUDIES/SERVICES	\$850,800	\$171,200	\$540,000	\$1,562,000	10%
RIGHT OF WAY ACQUISITION	\$0	\$0	\$0	\$0	
CONTINGENCY					
Contingency	\$134,000	\$412,800	\$333,000	\$879,800	
Contingency/20% BUILD	\$103,200	\$0	\$0	\$103,200	
SUBTOTAL CONTINGENCY	\$237,200	\$412,800	\$333,000	\$983,000	7%
TOTAL	\$5,000,000	\$5,000,000	\$5,000,000	\$15,000,000	100%
BUILD MATCH (20%) SUBTOTAL	\$1,250,000	n/a	\$0	\$1,250,000	



KLICKITAT COUNTY
BOARD OF COUNTY COMMISSIONERS



205 S. COLUMBUS AVENUE, ROOM 103, GOLDENDALE WASHINGTON 98620 • VOICE 509 773-4612
JACOB ANDERSON, DISTRICT #1
DAVID M. SAUTER, DISTRICT #2
DAN CHRISTOPHER, DISTRICT #3

October 26, 2021

TO: Carley Francis, SW Region Administrator

SUBJECT: SR 35, Hood River Bridge Appropriation

The Washington State Legislature enacted Engrossed Substitute Senate Bill 5165, Chapter 333, Laws of 2021 (pv), Section 311(1) the Washington State Legislature appropriated \$5,000,000 for the Hood River Bridge (L2000372) Project identified in the LEAP transportation document to Klickitat County.

As Klickitat County is not the direct Project Manager on the Hood River Bridge Replacement Project, the County would find management of the agreement to be administratively burdensome, the County requests that the Washington State Department of Transportation provide a direct funding agreement to the Port of Hood River and administer funds for the Project.

Should you have questions, please feel free to contact our office at (509) 773-4612.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
Klickitat County, Washington

Handwritten signature of David M. Sauter in blue ink.

David M. Sauter, Chairman

Handwritten signature of Jacob Anderson in blue ink.

Jacob Anderson, Commissioner

Handwritten signature of Dan Christopher in blue ink.

Dan Christopher, Commissioner

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Commission Memo



Prepared by: Kevin Greenwood
Date: January 18, 2022
Re: Consulting Services Amendment No. 3
with ODOT

ODOT invoices the Bridge Replacement project for its staff time reviewing, editing and otherwise consulting on the Port's Bridge Replacement efforts. Here is a summary of the Port's contract history:

ORIGINAL CONTRACT -	\$160,000, April 2019, staff reimbursement
AMENDMENT #1 -	\$ 40,000, Dec. 2019, ethnographic surveys
AMENDMENT #2A -	\$ 50,000, Nov. 2020, Supp. Draft EIS
AMENDMENT #2B -	\$ 15,000, May. 2021, Sec. 106

This contract amendment will include approximately 1,667 hours of additional work on the development of the Tribal Compensatory Agreements and agency coordination for the BUILD grant. These hours would be billed at a rate of \$90/hr. rate and would add \$125,000 to the contract for an updated total of \$410,000.

The Port's legal counsel has reviewed the amendment. This contract is reimbursable from the remaining HB2017 proceeds and the WSDOT grant.

RECOMMENDATION: Authorize Amendment No. 3 with the Oregon Dept. of Transportation for Consultation Services related to the Replacement of the Hood River-White Salmon Bridge not to exceed \$125,000 for a total contract amount not to exceed \$410,000.

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**AMENDMENT NUMBER 03
INTERGOVERNMENTAL AGREEMENT
Hood River Bridge Replacement
Reimbursement for Consultation Services**

This is Amendment Number 3 (“Amendment”) to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” and the **Port of Hood River**, acting by and through its elected officials, hereinafter referred to as “Agency.” State and Agency entered into the Agreement on April 25, 2019, Amendment Number 1 on January 8, 2020, and Amendment Number 2 on December 14, 2020.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase the not to exceed amount of the work performed by State.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

A. Revised Exhibit A is deleted in its entirety and replaced with the attached Exhibit A – Revision 2. All references to “Revised Exhibit A” are now references to “Exhibit A – Revision 2.”

B. TERMS OF AGREEMENT, Paragraph 2, Page 1, which reads:

2. Agency shall pay to State for State’s performance of the Services an amount not to exceed \$250,000. Agency may make such payments from the funds Agency receives under the terms of Intergovernmental Agreement 32334.

Is deleted in its entirety and replaced with the following:

2. Agency shall pay to State for State’s performance of the Services an amount not to exceed \$410,000. Agency may make such payments from the funds Agency receives under the terms of Intergovernmental Agreement 32334.

C. AGENCY OBLIGATIONS, Paragraph 1, Page 2, which reads:

2. Upon receipt of each itemized invoice from State for State’s performance of the Services, Agency shall reimburse State for the Services in that invoice within thirty (30) days, provided that such payments shall not exceed \$250,000 in total.

Is deleted in its entirety and replaced with the following:

2. Upon receipt of each itemized invoice from State for State’s performance of the Services, Agency shall reimburse State for the Services in that invoice

within thirty (30) days, provided that such payments shall not exceed \$410,000 in total.

E. STATE OBLIGATIONS, Paragraph 4, which reads:

4. State's obligation to perform the Services is limited to a maximum of \$250,000, as calculated by State.

Is deleted in its entirety and replaced with the following:

4. State's obligation to perform the Services is limited to a maximum of \$410,000, as calculated by State.
3. **Counterparts**. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement**. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Signature Page to Follow

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

THE PORT OF HOOD RIVER, by and through its elected officials

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL

By  _____

Date December 16, 2021

Agency Contact:

Michael McElwee, Executive Director
1000 E. Port Marina Drive
Hood River, OR 97031
541.386.1138
mmcelwee@portofhoodriver.com

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 1 Manager

Date _____

APPROVAL RECOMMENDED

By _____
Major Projects Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

State Contact:

Kristen Stallman, Major Projects Manager
123 NW Flanders Street
Portland, OR 97209
503.731.4957
kristen.stallman@odot.state.or.us

Exhibit A – Revision 2

Hood River EIS ODOT Staff Hours

<i>Tasks</i>	Total Hours	<i>Hourly rate \$69</i>
<i>Phase 1</i>		
Agency Coordination Plan	16	\$ 1,104
DEIS Reevaluation	12	\$ 828
Technical Reports (includes methods)	782	\$ 53,958
Cumulative Impacts	112	\$ 7,728
Phase 1 Subtotal	922	\$ 63,618
<i>Phase 2</i>		
Supplemental EIS	736	\$ 50,784
Biological Assessment/ ESA Section 7	228	\$ 15,732
Final EIS (including response to SEIS comments and mitigation plan)	456	\$ 31,464
Decision Document/Admin Record	116	\$ 8,004
Ethnographic Studies		\$ 30,000
Phase 2 Subtotal	1536	\$ 135,984
<i>Phase 3</i>		
		<i>Hourly rate \$75</i>
Complete SEIS- Adjusted	274	\$ 20,550
Biological Assessment/Opinion and ESA Section 7	88	\$ 6,600
Decision Document/Admin Record	208	\$ 15,600
Analysis / Section 106 Process	140	\$ 10,500
Final EIS Review and Management	60	\$ 4,500
Phase 3 Subtotal	570	\$ 57,750
<i>Phase 4</i>		
		<i>Hourly rate \$90</i>
Complete Tribal Fishery MOA	278	\$ 25,020
Agency Coordination BUILD Grant	1,389	\$ 125,010
Phase 3 Subtotal	1,667	\$ 150,030
TOTAL	4,695	\$ 407,382

Commission Memo



Prepared by: Kevin Greenwood
Date: January 18, 2022
Re: Professional Services Amendment No. 3
with Steven M. Siegel Consulting

The Port currently has one contract with Steven Siegel Consulting to consult on financial issues and the development of bi-state bridge authority legislation, related policy considerations and implementation documents.

The original contract, executed in April 2020 with a value of \$75,000, was to work with the Bi State Working Group (BSWG) to evaluate different governance structures, facilitate a decision of the BSWG's preferred structure, develop a Memo of Understanding formalizing the work and goals of the BSWG and draft preliminary bridge authority legislation for the Washington and Oregon state legislatures.

Amendment No. 1, executed in November 2020, allowed for Phase 2 work including researching, writing and facilitating the BSWG's direction to create bridge authority legislation for the 2022 session. Draft legislation has been reviewed by both state legislative counsel and will be introduced in the upcoming short session. An additional budget of \$200,000 was added to conduct the work. Amendment No. 2 extended the term of the work through January 31, 2022.

Amendment No. 3 will have Siegel continue to work with both state legislatures to answer questions and facilitate negotiations between both states if and when issues come up that may run counter with the other state's legislative progress. In addition, Siegel will help develop policy documents for the participating local governments required to form the new bridge authority upon passage. An additional budget of \$546,500 will bring the total governance contract to \$821,500. The Bi-State Working Group reviewed these materials at their Dec. 13 meeting.

Activity from this new amendment will be covered in part by HB2017 funds and the new Washington state funding. Siegel will continue to be available to both the Port Commission and BSWG as necessary.

RECOMMENDED ACTION: Approve Amendment No. 3 with Steven M. Siegel Consulting for Professional Services related to the Replacement of the Hood River-White Salmon Bridge.

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AMENDMENT NO. 3
TO PERSONAL SERVICES "GOVERNANCE" CONTRACT

This Amendment No. 3 to Personal Services Contract ("Contract") is entered into this **21st day of December, 2021** by and between Steven M. Siegel ("Contractor") and the Port of Hood River ("Port"), an Oregon Municipal Corporation.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated March 17, 2020 for governance consulting including researching and presenting various types of interstate governance structures, working with the Bi-State Working Group (BSWG) to determine a preferred governance structure, developing for the BSWG a Memo of Understanding (MOU) laying out a path and strategy for future bridge governance work; and

WHEREAS, Contractor produced a long-term preliminary schedule for governance/organization work dated March 8, 2020 showing four phases of work through 2025; and

WHEREAS, Phase 1 was completed with the adoption of the BSWG MOU and submission of a preliminary governance study bill in October 2020; and

WHEREAS, Amendment No. 1 was approved November 17, 2020 to carry out Phase 2 work including the development of draft bi-state bridge authority legislation for Oregon and Washington both of which have received comments from respective legislative counsel; and

WHEREAS, Amendment No. 2 was approved August 21, 2021 to extend the term of the contract through January 31, 2022; and

WHEREAS, Amendment No. 3 shall provide for Phase 3 work described in Exhibit A including responding to legislative queries on the bridge authority legislation, developing policy documents for participating local governments to consider for the formation of the new authority and preparing governance documents for the new authority; and

WHEREAS, all terms used in Amendment No. 3 have the meaning given to them as in the original governance contract, except as amended hereby;

NOW, THEREFORE, Port and Contractor agree to carry out the additional services for an additional amount not to exceed **\$546,500** for a total contract amount not to exceed **\$821,500** and to extend the term of the contract through June 30, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be duly executed effective the day and year first above written.

Steven M. Siegel

Port of Hood River

3787 S.W Lyle Court
Portland, Oregon 97221
(503) 274-0013

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

**PHASE IIA SCOPE AND BUDGET
FOR PERIOD JANUARY 1, 2022 THROUGH JUNE 30, 2023**

1. Scope of Work

1.1. Fee Category 1: Governance

- a. Assist in refining governance legislation, as required, and providing technical support
- b. Prepare, undertake a review process, and seek enactment of the Commission Formation Agreement
- c. Prepare, undertake a review process, and seek enactment by the Board of the Commission of by-laws for the Commission
- d. Analyze the long-term administrative/governance costs of the Commission, and assess funding options to pay such costs
- e. Prepare, undertake a review process, and seek Board approval of FY2024 budget
- f. Prepare and seek approvals of intergovernmental agreements with POHR and others to perform work on behalf of the Commission
- g. Participate in Bi-state Working Group and Commission meetings, as required for governance issues.
- h. Coordinate with Port and project management consultant, as required
- i. Work with governmental offices in Oregon and Washington to ensure that the relationship between their responsibilities and those of the Commission are properly integrated

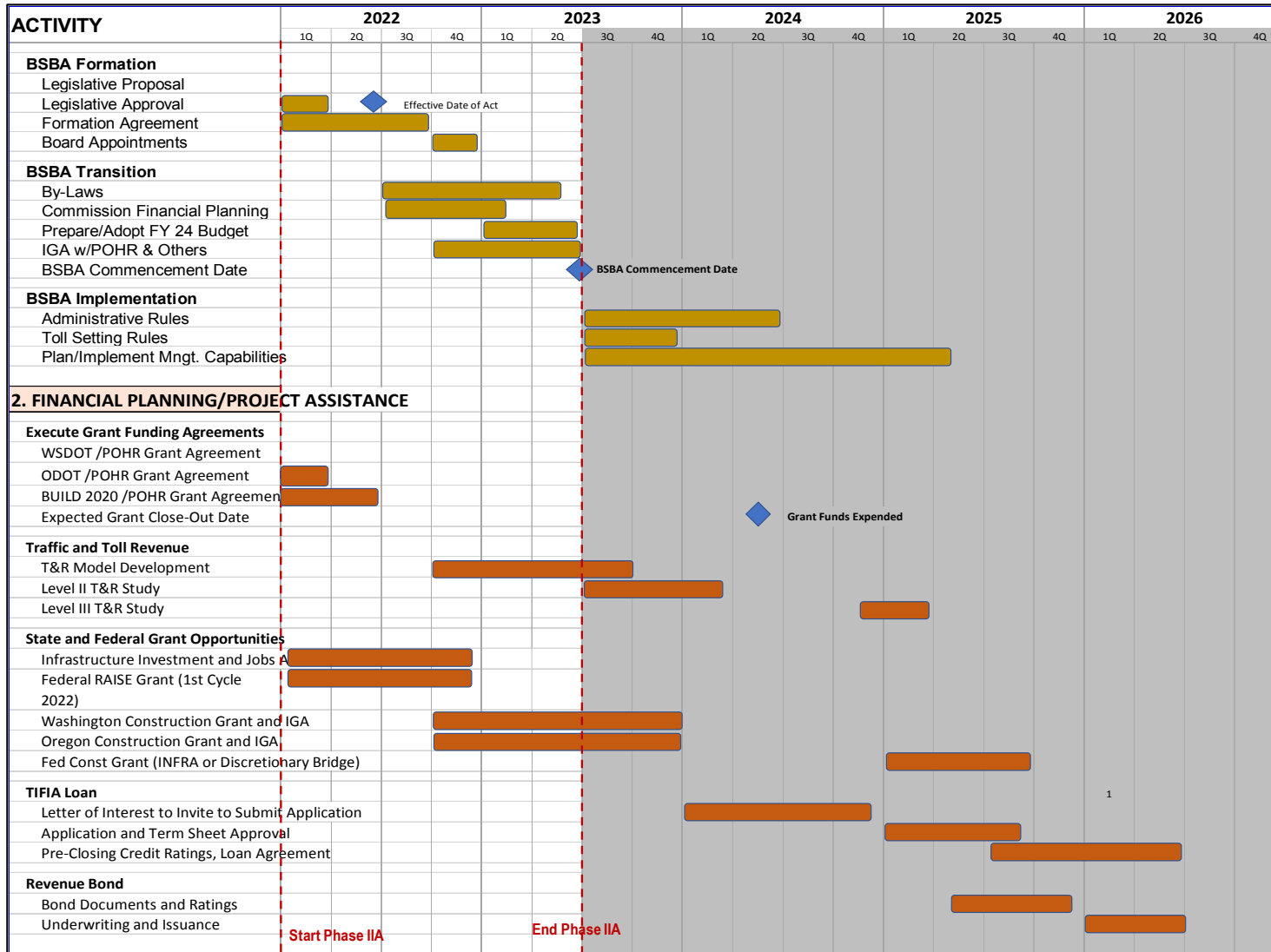
1.2. Fee Category 2: Financial Planning and Project Assistance

- a. Prepare materials for 2023 grant request to Washington, provide technical support to grant request.
- b. Prepare materials for 2023 grant request to Oregon, provide technical support to grant request.
- c. Provide financial planning support to Infrastructure Investment and Job Act grant requests
- d. Establish preliminary assumptions for financial analysis.
- e. Undertake preliminary financial planning analyses
- f. Participate in Bi-state Working Group and Commission meetings, as required for financial issues.
- g. Assist in the procurement of, and oversight of technical work by, the Traffic and Revenue Consultant.
- h. Coordinate with and assist Port and project management consultant, as required

2. Budget

Fee Category:	1/1/22 – 12/31/22	1/1/23 - 6/30/23	Total
1: Governance	\$231,000	\$132,500	\$363,500
2: Financial Planning and Project Assistance	\$90,000	\$93,000	\$183,000
	\$321,000	\$225,500	\$546,500

3. Schedule



Commission Memo



Prepared by: Kevin Greenwood
Date: January 18, 2022
Re: Amendment No. 7 – WSP

WSP's contract with the Port expires at the end of January. With the addition of treaty negotiations extending the publish date for the Final Environmental Impact Statement (FEIS), it is necessary to extend the term of the contract to September 2022.

WSP is preparing a subsequent amendment to include technical assistance finishing the Sec. 106 process, finalizing the FEIS/ROD, assisting FHWA/ODOT on the treaty agreement meetings starting next month, budgeting assistance for federal grant opportunities and preparing an executive summary for the preliminary cost estimate that was not included in the original PCE contract. With the new year commencing, WSP typically updates their wage scale annually per the original contract. The supporting documentation for this amendment will be brought forward in February.

The Washington grant will pay for additional WSP work.

RECOMMENDED ACTION: Approve Amendment No. 7 to contract with WSP to extend the term of the contract through September 30, 2022.

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**PORT OF HOOD RIVER
PROFESSIONAL SERVICES CONTRACT
AMENDMENT No. 7**

This Amendment No. 07 (the “**Amendment**”) to the Port of Hood River Professional Services Contract, No. 2018-01, dated July 16, 2018, (the “**Agreement**”) is entered into between the Port of Hood River and WSP USA, Inc. (collectively, the “**Parties**”).

RECITALS

WHEREAS, the July 16, 2018 Professional Services Contract included an expiration date of January 31, 2021 which was extended to July 31, 2021 by Amendment No. 4 approved by the Port of Hood River Commission on February 16, 2021 and was further extended to January 31, 2022 by Amendment No. 05 approved by the Port of Hood River Commission on July 13, 2021; and,

WHEREAS, this amendment allows for changes to the expiration date; and,

WHEREAS, Amendment No. 01 was approved by the Commission on August 6, 2019 to accommodate job description and rate changes resulting from a merger between WSP USA, Inc. and BergerAbam; and

WHEREAS, Amendment No. 02 was approved by the Commission on October 22, 2019 to allow changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B), and Rate Schedule (Exhibit F) as documented in the 2019 C2C;

WHEREAS, Amendment No. 03 was approved by the Commission on August 11, 2020 to allow changes to the Scope of Work (Exhibit A), Consultant Compensation (Exhibit B), Key Persons (Exhibit D), and Rate Schedule (Exhibit F) as documented in the 2019 C2C;

WHEREAS, Amendment No. 04 was approved by the Commission on February 16, 2021 to allow changes to the Scope of Work (Exhibit A) and Consultant Compensation (Exhibit B), as documented in the 2021 C2C;

WHEREAS, Amendment No. 05 was approved by the Commission on July 13, 2021 to extend the expiration date of the contract to January 31, 2022;

WHEREAS, Amendment No. 06 was approved by the Commission on September 7, 2021 to include additional Preliminary Cost Estimate services and allow changes to the Scope of Work (Exhibit A) and Consultant Compensation (Exhibit B);

NOW, in consideration of the mutual promises contained herein, and for good and valuable consideration, the Parties agree as follows:

