



**PORT OF HOOD RIVER COMMISSION**

**AGENDA**

**Tuesday, May 3, 2022**

**Port Conference Room**

1000 E. Port Marina Drive, Hood River

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**Regular Session**

**Immediately Upon Adjournment of the Budget Committee Meeting**

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 April 19, 2022, Regular Session (*Patty Rosas, Page 3*)
  - b. Approve the Resolution 2021-22-6 for the renewal of Workers' Compensation insurance for FY 2022-23. (*Fred Kowell, Page 7*)
  - c. Approve Amendment No. 2 to Contract with Fred Kowell for CFO services (*Michael McElwee, Page 11*)
3. Informational Reports
  - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 17*)
  - b. Financial Report for the Nine Months Ending March 31, 2022 (*Fred Kowell, Page 19*)
  - c. Waterfront Urban Renewal Status (*Elaine Howard, Page 29*)
4. Presentations & Discussion Items (*None*)
5. Executive Director Report (*Michael McElwee, Page 51*)
6. Commissioner, Committee Reports
7. Action Items
  - a. Approve Coronavirus State Fiscal Recovery Fund Grant Agreement in the Amount of \$5,000,000 for Bridge Replacement Planning & Engineering (*Kevin Greenwood, Page 73*)
  - b. Approve Contract and Work Schedule for Bridge Waterproof Membrane with HMA Overlay Project (*John Mann, Page 99*)
8. Commission Call
9. Confirmation of Commission Directives to Staff

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10. Executive Session under ORS 192.660(2)(e) real estate negotiations.
11. Possible Action

## 12. Adjourn

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

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

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

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**5:00 p.m.**  
**Regular Session**

**Present:** Commissioners: Ben Sheppard (arrived via Zoom at 6:22 p.m.), Kristi Chapman, Mike Fox, Hoby Streich and Heather Gehring. Legal Counsel: Jerry Jaques, Anna Cavaleri, Joyce Brake. From Staff: Michael McElwee, Kevin Greenwood, Greg Hagbery, Daryl Stafford, Genevieve Scholl, and Patty Rosas. Guests: Linda Maddox, Mark Libby, Brad Pickering.

**Absent:** None

**Media:** None

**1. Call to Order:** Vice President Kristi Chapman called the meeting to order at 5:01 p.m.

**a. Modifications or additions to the agenda:** Move Consent Item 2(k) to Executive Session. Modification to Consent item 2(a) – Revised minutes provided to the Commission.

**b. Public Comment:**

- 1) Brad Pickering, manager of Mt. Adams Fruit, emphasized the importance of the bridge to his business and other fruit growers in the Hood River area. Pickering supports any efforts to restore the weight limit to forty tons.
- 2) Linda Maddox, Hood River resident, expressed her concern over the Barman property and the potential development of a hotel. Maddox suggested a visitors center at the Barman property. Maddox also noted her concern regarding the comment that was made at Spring Planning about additional buildings at the waterfront and added that she would not want the waterfront open spaces reduced because of additional buildings.

**2. Consent Agenda:**

- a. Approve Minutes from the April 5, 2022 Spring Planning Work Session (as revised) and Regular Session.
- b. Authorize Office Manager/Finance Specialist Position with May 1, 2022 Start Date.
- c. Approve Contract with Advanced Security & Electrical Technology (ASET) for Port Office & Toll Booth Security Package Not to Exceed \$15,432.
- d. Approve Contract with Advanced Security & Electrical Technology (ASET) for Marina Security Package Not to Exceed \$16,832.
- e. Approve Second Extension to Utility Easement Agreement with Northwest Pipeline, LLC.
- f. Approve Second Extension to Utility Easement Agreement with Spectrum Pacific West, LLC.
- g. Approve Second Extension to Utility Easement Agreement with United Telephone Company of the Northwest, DBA Century Link Corporation.
- h. Approve Amendment No1 to Lease with Wolf Ceramics in the Big 7 Building.
- i. Approve Termination Agreement with Servpro in the Jensen Building.
- j. Approve Event Permit with CGW2 and Associated Fee Waiver Request.
- k. ~~Approve Accounts Payable to Jaques Sharp in the Amount of \$15,994.~~

**Motion:** Approve consent agenda with modifications to 2(a) and removal of 2(k).  
**Move:** Hoby Streich  
**Second:** Mike Fox  
**Discussion:** None  
**Vote:** Unanimous

**3. Information Reports:**

- a. **Bridge Replacement Project Update** - Kevin Greenwood reported that they are preparing RBMC RFP materials to send out to the Evaluation Committee. There will also be an Evaluation Committee training on April 21. Commissioner Streich asked if anyone would be attending the events in Portland planned around the visit of President Joe Biden on April 21. Greenwood replied no but added that he would follow up to see if something could be arranged. Commissioner Fox noted that a meeting with Hal Hiemstra from Summit Strategies also needed to be arranged to discuss federal funding. Greenwood replied that he would set that up. Commissioner Fox continued with the Replacement Bridge Management Contract (RBMC) schedule. The bid submittals are due April 22. Interviews will begin May 9-10. A Committee recommendation will be provided on May 13.

**4. Presentation & Discussion Items:**

- a. **Bridge Weight Limit Analysis Next Steps** – Michael McElwee introduced Mark Libby from HDR Engineering, for a presentation update on the bridge weight limit analysis and options. Libby presented an exhibit that narrowed down the scope of work. A Supplemental Load Rating Analysis (SLRA) is required to restore the weight limit. The SLRA would consider the results from the recent Live Load Testing (LLT) as well as projects like the overlay on both approach ramps and lateral bracing. Libby noted that the lateral bracing in spans 1 and 2 must be addressed. This deficiency was a result from the LLT analysis. With the lateral bracing restoration, the weight limit could increase to thirty-six tons before fall of 2022. In addition, strengthening the Oregon & Washington approach spans and gusset plates would allow for restoration of the forty-ton weight limit.

Commissioner Fox asked about the likelihood of ODOT approving the SLRA. Libby replied that he believes the probability is high. Commissioner Streich asked how beneficial thirty-six-ton weight limit was to the agriculture industry. McElwee replied that for some businesses it is a big impact and added that forty tons is necessary for efficient transport. Commissioner Fox noted that the bridge needs to last another 8-years and expressed concern about increasing the weight. Commissioner Fox stated that the weight and speed damage the bridge further. Commissioner Streich asked if speed or weight was more detrimental. John Mann replied that he believed speed was more damaging. Mann commented that the repairs on the lateral bracing could be done in-house and recommended restoring the weight limit to forty tons but also decreasing the speed limit on the bridge. Commissioner Streich asked for the status on the electrical speed signs. Mann replied that they are in the budget for FY 2023. Commissioner Fox requested a design schedule for all the deliverables. Mann replied that he would work on that as soon as possible.

- 1. **Motion:** Approve Amendment No.4 to Task Order 11 of the Master Services Agreement with HDR Engineering, Inc. to prepare a Supplemental Load Rating for the Hood River Bridge not to exceed \$139,920 plus reasonable reimbursable expenses. Approve for maintenance department to procure lateral bracing materials needed for the design that HDR Engineering will be providing within the next month. Lateral bracing work to be completed as soon as possible.
  - Move:** Mike Fox
  - Second:** Hoby Streich
  - Discussion:** None
  - Vote:** Unanimous

- 2. **Motion:** Approve to have the electrical speeds signs set up and operational in FY 2023 and reduce the speed limit to 15 MPH on the bridge.
  - Move:** Hoby Streich
  - Second:** Mike Fox
  - Discussion:** None
  - Vote:** Unanimous

**5. Executive Director Report:**

- a. **Administration** – McElwee reported that in the packet there is a list of key outcomes from Spring Planning as well as the meeting minutes. Fred Kowell returns on April 20 and has agreed to help with budget preparation. The Budget Committee meeting will take place on May 3 starting at 12:00 p.m. McElwee noted that William Macht, former Port Commissioner, passed away on March 15. The Port normally contributes to the charity that has been identified when a Port Commissioner passes away. McElwee shared some of Macht achievements. Macht was a Port Commissioner from 1983 to 1987.

**6. Commissioner, Committee Reports:** None

**7. Action Items:** None

**8. Commission Call:**

- a. Hoby Streich commented that the current Board should review the Ports fee waiver policy. Daryl Stafford replied that she will provide an overview at the next Commission meeting for discussion. Commissioner Fox suggested reviewing Port policies every five or ten years. Genevieve Scholl recommended adding this to the Strategic Business Plan for policy review.
- b. Commissioner Chapman provided a brief overview of her conversation with Mayor McBride regarding the Energy Council. Overall, the City of Hood River has had great success with the Energy Council, and they are finding a higher rate of return on their investment. Commission consensus was to continue to support the Energy Council with \$10,000 contribution.

**9. Confirmation of Commission Directives to Staff:**

- a. Staff will set up a meeting with Hal Hiemstra from Summit Strategies to discuss federal funding.
- b. Staff will provide an overview of the fee waiver policy for further discussion at the next Commission meeting.
- c. Staff will follow up to try to have someone attend the upcoming roundtable with President Joe Biden.

**10. Executive Session:** Vice President Kristi Chapman recessed Regular Session at 6:10 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) real estate negotiations.

**11. Possible Action:** Commissioner Chapman adjourned the Executive Session at 8:02 p.m. and reconvened the Regular Session.

- 1. **Motion:** Approve Accounts Payable to Jacques Sharp in the Amount of \$15,994.
  - Move:** Hoby Streich
  - Second:** Mike Fox
  - Discussion:** None
  - Vote:** Unanimous

- 2. **Motion:** Approve Amendment No. 9 to the Amended and Re-Stated Disposition and Development Agreement with Key Development and Asset Management, Inc.
- Move:** Heather Gehring
- Second:** Mike Fox
- Discussion:** None
- Vote:** Unanimous

- 12. **Adjourn:**
  - Motion:** Adjourn the meeting
  - Vote:** Unanimous
  - MOTION CARRIED**

The meeting adjourned at 8:04 p.m.

Respectfully submitted,

\_\_\_\_\_  
Patty Rosas

# Commission Memo



Prepared by: Fred Kowell  
Date: May 3, 2022  
Re: SDIS Workers' Compensation Renewal – FY 2022-23

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The Special District's Association of Oregon (SDAO) provides Workers' Compensation insurance through their insurance arm, Special District's Insurance Services (SDIS).

This insurance renewal provides workers compensation insurance for staff and Board members as well as certain volunteers. SDIS is requesting a resolution that allows for volunteer coverage through their renewal process.

The Port does have seasonal volunteers that have been coming to the waterfront on an annual basis to assist the Port in monitoring the waterfront. This renewal will incorporate their volunteer work. This coverage looks at unpaid volunteers and allows a certain amount of coverage if such need arises.

**RECOMMENDATION:** Approve the Resolution 2021-22-6 for the renewal of Workers' Compensation insurance for FY 2022-23.

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**PORT OF HOOD RIVER**  
**Resolution No. 2021-22-6**

**RESOLUTION EXTENDING WORKERS' COMPENSATION COVERAGE  
TO VOLUNTEERS OF THE PORT OF HOOD RIVER**

**WHEREAS**, the above district elects the following:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteer workers as indicated below (checked "Applicable") and listed on the attached Volunteer Election Form(s).

**Board Members**            Applicable     Not Applicable

Public Officials on unpaid boards will be covered only for administrative and clerical functions while performing their authorized duties as elected officials.

**Public Safety Volunteers**            Applicable     Not Applicable

Public Safety Volunteers are covered at the assumed monthly wage indicated on the attached Volunteer Election Form(s)

**Other Volunteers**            Applicable     Not Applicable

Non-public safety volunteers and board members volunteering for duties other than administration and clerical functions will use the attached Volunteer Election Form(s) to keep track of their hours and have their assumed payroll reported in the correct Class Code for all their types of work using Oregon minimum wage.

A roster of active board members and volunteers will be kept monthly for reporting purposes and submitted to SDAO quarterly or more frequently upon request.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Port of Hood River to provide Workers' Compensation coverage as indicated above.

**ADOPTED** by the Board of Commissioners of the Port of Hood River on this 3rd day of May 2022.

\_\_\_\_\_  
Ben Sheppard

\_\_\_\_\_  
Heather Gehring

\_\_\_\_\_  
Mike Fox

\_\_\_\_\_  
Kristi Chapman

\_\_\_\_\_  
Hoby Streich

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# Commission Memo



Prepared by: Michael McElwee  
Date: May 3, 2022  
Re: Amendment No. 2 to Contract with Fred Kowell

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The extended time period now required to identify and hire a new Chief financial Officer (CFO) requires a further extension of the current contract to our retired CFO, Fred Kowell. The original amount was based upon a March training and exit strategy. This contract extension amount will allow for completion of the FY 22/23 Budget and some availability thereafter when a new CFO is on board and would benefit from orientation.

This extension is based upon the specific knowledge Fred possesses such that the time to complete a task/project will be more efficient.

**RECOMMENDATION:** Approve Amendment No. 2 to Contract with Fred Kowell for an additional \$20,000, subject to legal counsel review.

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**Personal Services Contract  
For Services – Amendment 2  
Amended for an additional \$20,000 for a total contract amount of \$56,000**

1. This Contract is entered into between the Port of Hood River ("Port") and **Fred Kowell** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$56,000**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract is an amended amount and shall be in effect from the date at which every party has signed this Contract through the date at which funds are exhausted. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall carry insurance as described in Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

**FRED KOWELL**

**PORT OF HOOD RIVER**

\_\_\_\_\_  
Signature  
President  
752 NE Royal Court  
PORTLAND OR 97232  
(503) 308-2672

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Personal Services Contract  
Exhibit A**

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**I. SCOPE OF WORK:**

All accounting, budgetary, tolling, and financial requests that are approved by Port management which relates directly to the Port's financial systems, financial planning, budget development, accounting, investments, debt, tolling and contract information and development. In addition, information related to known computer software applications including the BreezeBy, Great Plains (Microsoft Dynamic Solutions) and agreed upon applications that the Port would like assistance on.

This Personal Services Contract supersedes any other prior contract.

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**II. DELIVERABLES AND TIMEFRAME:**

The deliverable(s) covered under this Contract shall be: Respond within a 48-hour period or less based upon the severity and risk related to the issue at hand. Tolling and financial issues discussed above may need immediate attention versus being project oriented, thus, the timeframe for the deliverable(s) shall be: **as requested by Port of Hood River management.**

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**III. CONSIDERATION:**

Hourly rates under this Contract shall be \$ 195/hr.

**Port shall reimburse Contractor for reasonable expenses associated with the travel, and an ancillary costs associated to be on site based upon time constraints.**

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**IV. BILLING AND PAYMENT PROCEDURE:**

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

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

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

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

**Personal Services Contract  
Exhibit B**

**INSURANCE**

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

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

\_\_\_\_\_ Required and attached      OR      \_\_\_x\_\_\_ Contractor is exempt

Certified by Contractor: \_\_\_\_\_  
Signature/Title

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

\_\_\_\_\_ Required and attached      Waived by Executive Director \_\_\_X\_\_\_\_\_

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

\_\_\_\_\_ Required and attached      Waived by Executive Director \_\_\_X\_\_\_\_\_

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

\_\_\_\_\_ Required and attached      Waived by Executive Director \_\_\_X\_\_\_\_\_

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

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

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Project Director Report  
May 3, 2022

The following summarizes Bridge Replacement Project activities from April 15-29, 2022:

*PROJECT MANAGEMENT CONTRACT PROCUREMENT*

- *All three teams that submitted proposals to contract as the project managers for the replacement of the Hood River Bridge were invited back for interviews on May 9<sup>th</sup> and 10<sup>th</sup>.*
- *The Evaluation Committee (EC) spent at least 12 hours apiece reading, reviewing and scoring the submitted proposals. The scores were discussed last Friday.*
- *The Commission Board Room will be the location for interviews and will be occupied for all of May 9<sup>th</sup> and the first half of May 10<sup>th</sup>.*
- *The EC meets on May 11<sup>th</sup> to compile scores. The recommendation from the EC will be given to the BSWG at the Fri., May 13<sup>th</sup> meeting.*
- *Assuming there are no changes, the BSWG would make a recommendation to the Port Commission to enter into negotiations with the highest scoring firm at their Tues., May 17<sup>th</sup> meeting.*
- *A Notice of Intent to Award would be issued the following day and negotiations would start as quickly as possible. The Port has contracted with Arup (an international engineering firm that was not interested in bidding on the RBMC RFP) to provide negotiating assistance with the highest scoring firm. The process is still online to have a contract approved by July 12<sup>th</sup>.*

*OTHER ITEMS*

- *Phil Ditzler, FHWA Oregon Administrator, retired March 30. Keith Lynch, Dep. Administrator from Pennsylvania is interim Oregon Administrator. Ditzler had been a strong partner and his influence will be missed.*
- *Project Team will be presenting to Umatilla agency May 5<sup>th</sup> and following up with Yakama on May 11<sup>th</sup>. Awaiting response from Nez Perce on next steps. FHWA will be preparing MOA template.*
- *Next BSWG meeting is scheduled for May 13<sup>th</sup>.*
- *Completed FY23 budget.*

**Section 106 Mini Schedule (as of 4/28/2022)**

Task Name/Description	Responsible Party	Start Date	End Date	Status	Notes
<b>Main Schedule: Section 106 - Cultural</b>	All	2/4/19	7/27/22		
<b>Additional Focused Outreach to Tribes</b>		12/2/19	7/27/22		
<b>Port Negotiates Agreements w/Treaty Tribes</b>		11/1/21	5/31/22		
<b>Archaeological Resources Survey Report (Phase 1)</b>		11/5/19	6/24/22		
Final #3		1/31/22	2/14/22	Complete	
<b>Testing Report (Phase 2)</b>		12/16/20	4/25/22		
Request & Receive Smithsonian Numbers from DAHP		1/3/22	1/28/22	Complete	
Final #3		1/31/22	2/14/22	Complete	
<b>Joint Finding of Effect</b>	ODOT	4/1/22	6/24/22		
Prepare Letter	ODOT	4/1/22	4/15/22		QC by Tobin and Chris
<b>TCP Documentation (See below)</b>					Need TCP Effect resolved before submitting to SHPO/DAHP
Send to SHPO and DAHP	ODOT	5/20/22	5/24/22		
Receive Signatures	SHPO, DAHP	5/24/22	6/24/22		
<b>Memorandum of Agreement</b>		8/10/20	10/14/22		
Revised MOA		11/11/21	7/15/22		
Revise MOA		11/11/21	2/16/22	Complete	Bob H sent materials on 2/17
Consulting Party Review: Revised MOA		2/16/22	3/18/22	Complete	
Mtg #6 w/Consulting Parties: Revised MOA		3/1/22	3/1/22	Complete	
Revise MOA and Monitoring Plan	Kirk, Todd, Roy	3/18/22	4/1/22		
Review revised Monitoring Plan	DAHP, Tribes, etc.	4/4/22	5/4/22		30 Days
<b>TCP Documentation (See below)</b>					
Consulting Party Review: Revised MOA		6/15/22	7/15/22		
Mtg #7 w/Consulting Parties: Revised MOA		6/27/22	6/27/22		
<b>Final MOA</b>		7/15/22	10/14/22		
Finalize MOA		7/15/22	7/22/22		
FWVA Legal Review		7/25/22	8/19/22		30 days. Emily encouraged to put off legal review until MOA is more complete.
Revise MOA		8/22/22	9/2/22		2 weeks.
OR SHPO Review	OR SHPO	9/6/22	9/30/22		30 Days. Jaime French and Jessica Gabriel are the SHPO reviewers
Signatures on Final MOA		10/3/22	10/14/22		2 weeks.
<b>Section 4(f) Historic Bridge Programmatic</b>		10/14/22	10/21/22		
Final Signature	FWVA	10/14/22	10/21/22		
<b>Coordination</b>					
<b>TCP Documentation</b>		3/1/22	6/24/22		
ODOT Coordinates with Yakama & DAHP	ODOT	3/1/22	4/30/22		
Prepare Documentation as needed	ODOT	5/2/22	5/20/22		
Submit Documents to DAHP	ODOT	5/20/22	5/24/22		
DAHP Review	DAHP	5/24/22	6/24/22		
<b>Notification of Adverse Effect to ACHP</b>		4/1/22	5/20/22		
Prepare Letter	WSP and Kirk	4/1/22	4/15/22		
Send to ACHP	ODOT or FWVA	4/18/22	4/20/22		See examples that Bob sent on 2/10; likely includes attaching the draft MOA
ACHP Reviews	ACHP	4/20/22	5/20/22		

# Commission Memo



Prepared by: Fred Kowell  
Date: May 3, 2022  
Re: Financial Review for the Nine Months  
Ended March 31, 2022

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Attached are the following four financial reports for this period:

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

### Bridge Traffic and Revenue Report

With regard to the Bridge Traffic and Revenue report, for the nine months ended March 31<sup>st</sup>, we had 3,253,097 crossings which is 312,867 crossings over the prior nine months ended in 2021, which shows that we are nearing normalcy. However, if you look at the nine months ended March 2019, we are only off by less than 1% of pre-pandemic crossings. With regard to revenues, we are slightly down from our budget by 3%, however, our largest traffic months are ahead of us, so we can still meet budget. That said, Congress provided us with \$577,698 for loss revenues during this pandemic. With this grant amount we will far exceed our budget for the year.

### Schedule of Expenditures by Cost Center by Fund

Personnel services is below budget due to our inability to hire all of our budgeted seasonal workers during the summer months and a replacement for the CFO position. With regard to seasonals, our inability to get applications in for our maintenance and waterfront seasonal staff during the pandemic was the challenge. Due to these impacts, we should be under budget for the remainder of the year.

Materials & Services is tracking well below budget, with only three asset centers that are trending higher than budget. The Halyard Building has higher than anticipated utility costs but those costs will be reconciled and billed out by year end under the new lease framework. The Airport incurred higher professional services than budget due to the legal and other professional services required for the commercial and STS hangars. The Eventsite will most likely be over budget due to garbage/water and porta-potty costs related to the pandemic. Due to the magnitude of these costs, the year end Budget Transfer will need to move budgetary appropriation to the Halyard, Airport and Eventsite to true-up this variance. The remaining asset centers should perform within their budget for the year.

Capital Outlay is tracking well below budget as most of the capital projects have been delayed due to several factors, one being that significant bridge repairs will be needed in the coming months, so freeing up or deferring capital spending is necessary. Also, weather has

delayed certain projects. The Big 7 roof and airport north apron have been completed, while the airport fuel tank will be deferred until next year due to supply shortages. Other infrastructure like Anchorway and the Hook are being deferred for funding reasons, or are moving to completion, respectively.

#### Schedule of Revenues

Please see above for toll revenues explanation.

Our lease properties overall are slightly below budget due to some vacancies in our commercial properties. Our industrial properties that are under the new lease structure can give a false read that looks like they're under-performing, however the lease agreement has the Port truing up the costs by year end which brings the actuals closer to budget.

Waterfront parking should outperform the budget for the year as we had a strong nine-month result. Parking is 95% of budget, with our summer season approaching with historical heavy activity.

Waterfront Recreation revenues are close to budget, but should see the 4<sup>th</sup> quarter bring actual revenues in line with the budget by year end, if historical activity repeats itself.

Marina and Airport revenues are either ahead of budget or will meet budget by year end.

#### Statement of Operating Revenues, Expenditures and Other Sources and Uses

Overall, staff will need to keep an eye on vacancies to our lease properties as well as renewal terms. Lease revenues should come close to budget by year end as the year end true-up of costs will assist in bringing actual revenues close to budget. Bridge traffic and the related revenues should continue to show positive results and beat year end budget numbers. Overall, the Port is doing fine with expenses but we will be watchful to changes in revenues, if any, over the remainder of the year.

Accounts Receivables Update – With the exceptions of those on a payment plan (ie. deferments, waivers, etc.) and two tenants (ie Electronic Assemblers and Real Carbon) other receivables are in line based upon aging. Real Carbon has changed office personnel and we are seeing payments coming in as we print this report, while Electronic Assemblers are one month behind. Staff is working with these tenants and should have this resolved over the next month.

I am available at your convenience to discuss this matter in more detail with you.

**RECOMMENDATION:** Discussion.

**PORT OF HOOD RIVER**  
**Bridge Traffic and Revenue Report**  
**For the Six Months Ended December 31, 2021 and Four Prior Years**

	2017-18		2018-19		2019-20		2020-21		2021-22		Change from Prior year	
	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue
JUL	442,251	\$ 399,618	437,364	\$ 608,941	433,624	\$ 606,062	382,179	\$ 653,208	430,498	\$ 599,161	1.13	0.92
AUG	435,364	\$ 401,815	428,907	\$ 608,085	432,968	\$ 616,279	389,379	\$ 506,045	408,494	\$ 581,800	1.05	1.15
SEPT	412,452	\$ 332,996	396,517	\$ 558,537	389,473	\$ 550,380	341,474	\$ 452,982	398,102	\$ 563,147	1.17	1.24
OCT	389,210	\$ 361,315	390,814	\$ 527,573	387,460	\$ 525,481	361,145	\$ 522,775	388,007	\$ 539,143	1.07	1.03
NOV	341,147	\$ 312,337	340,044	\$ 452,602	334,390	\$ 442,364	291,634	\$ 380,546	334,212	\$ 445,788	1.15	1.17
DEC	324,278	\$ 298,530	395,038	\$ 408,966	327,627	\$ 416,540	291,532	\$ 381,274	317,216	\$ 421,155	1.09	1.10
Calendar Year Total	4,377,500	\$ 4,038,137	4,546,163	\$ 5,969,681	4,328,694	\$ 5,896,268	3,828,639	\$ 5,016,023	4,304,587	\$ 5,909,128	1.12	1.18
JAN	327,522	\$ 293,677	323,461	\$ 428,669	313,603	\$ 360,066	287,781	\$ 391,391	284,752	\$ 375,403	0.99	0.96
FEB	296,977	\$ 387,737	241,313	\$ 302,296	325,895	\$ 395,221	251,487	\$ 331,474	322,240	\$ 422,726	1.28	1.28
MAR	357,160	\$ 501,543	345,915	\$ 437,390	274,160	\$ 255,792	343,619	\$ 456,926	369,576	\$ 493,027	1.08	1.08
APR	362,150	\$ 491,217	346,668	\$ 459,806	236,700	\$ 4,393	363,955	\$ 513,733				
MAY	407,141	\$ 564,038	370,757	\$ 523,822	288,565	\$ 353,299	389,522	\$ 524,965				
JUN	406,529	\$ 566,765	395,038	\$ 587,179	332,373	\$ 750,423	391,694	\$ 540,455				
Fiscal Year Total	4,502,181	\$ 4,911,588	4,411,836	\$ 5,903,866	4,076,838	\$ 5,276,299	4,085,401	\$ 5,655,764	3,253,097	\$ 4,441,350	0.80	0.79

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**PORT OF HOOD RIVER  
SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND  
BUDGET AND ACTUAL - 75% THROUGH THE BUDGET  
FOR THE NINE MONTHS ENDED MARCH 31, 2022**

EXPENDITURES	Personal Services				Materials & Services				Capital Outlay					Debt Service				Total Appropriation		
	Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Total	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Unspent
Toll Bridge	1,291,500	822,952	468,548	64%	1,335,000	676,861	658,139	51%	192,600	66,535	66,535	126,065	35%	-	-	-		2,819,100	1,566,348	1,252,752
<i>Industrial Facilities</i>																				
Big 7	62,800	36,964	25,836	59%	178,200	125,844	52,356	71%	39,000	12,489	12,489	26,511	32%	-	-	-		280,000	175,298	104,702
Jensen Property	72,400	40,457	31,943	56%	203,300	148,984	54,316	73%	189,400	26,492	26,492	162,908	14%	160,000	129,903	30,097	81%	625,100	345,836	279,264
Maritime Building	45,100	27,050	18,050	60%	72,200	52,256	19,944	72%	20,000	-	-	20,000	0%	-	-	-		137,300	79,306	57,994
Halyard Building	69,900	40,764	29,136	58%	328,900	299,397	29,503	91%	20,000	19,138	19,138	862	96%	-	-	-		418,800	359,299	59,501
Timber Incubator Building	32,600	18,850	13,750	58%	37,800	21,270	16,530	56%	25,000	-	-	25,000	0%	-	-	-		95,400	40,120	55,280
Wasco Building	56,900	33,646	23,254	59%	95,200	70,478	24,722	74%	50,000	3,792	3,792	46,208	8%	-	-	-		202,100	107,917	94,183
Hanel Site	40,300	21,994	18,306	55%	27,800	4,362	23,438	16%	1,285,000	1,386	1,386	1,283,614	0%	97,600	-	97,600	0%	1,450,700	27,743	1,422,957
	380,000	219,725	160,275	58%	943,400	722,592	220,808	77%	1,628,400	63,298	63,298	1,565,102	4%	257,600	129,903	127,697	50%	3,209,400	1,135,518	650,925
<i>Commercial Facilities</i>																				
State Office (DMV) Building	27,800	15,638	12,162	56%	52,700	30,789	21,911	58%	25,000	-	-	25,000	0%	-	-	-		105,500	46,428	59,072
Marina Office Building	44,000	25,997	18,003	59%	55,600	39,668	15,932	71%	30,000	15,928	15,928	14,072	53%	-	-	-		129,600	81,593	48,007
Port Office Building	42,500	24,957	17,543	59%	37,900	22,008	15,892	58%	140,000	23,972	23,972	116,028	17%	-	-	-		220,400	70,937	149,463
	114,300	66,592	47,708	58%	146,200	92,465	53,735	63%	195,000	39,900	39,900	155,100	20%	-	-	-		455,500	198,957	256,543
<i>Waterfront Industrial Land</i>	99,000	49,549	49,451	50%	212,000	110,593	101,407	52%	399,000	44,354	44,354	354,646	11%	-	-	-	#DIV/0!	710,000	204,496	505,504
<i>Waterfront Recreation</i>																				
Eventsite	159,100	81,391	77,709	51%	73,500	58,379	15,121	79%	70,000	-	-	70,000	0%	-	-	-		302,600	139,770	162,830
Hook/Spit/Nichols	61,600	34,164	27,436	55%	54,500	31,029	23,471	57%	95,000	9,488	9,488	85,512	10%	-	-	-		211,100	74,681	136,419
Marina Park	213,200	120,535	92,665	57%	78,400	31,843	46,557	41%	175,500	2,896	2,896	172,604	2%	-	-	-		467,100	155,275	311,825
	433,900	236,090	197,810	54%	206,400	121,252	85,148	59%	340,500	12,384	12,384	328,116	4%	-	-	-		980,800	369,726	611,074
<i>Marina</i>	179,600	110,363	69,237	61%	123,600	70,991	52,609	57%	353,600	8,854	8,854	344,746	3%	92,500	86,050	6,450	93%	749,300	276,258	473,042
<i>Airport</i>	174,000	105,477	68,523	61%	175,500	154,507	20,993	88%	3,838,000	70,787	70,787	3,767,213	2%	243,000	-	-		4,430,500	330,771	4,099,729
Administration	35,900	-	35,900	0%	261,700	155,115	106,585	59%	109,000	12,276	12,276	96,724	11%	-	-	-		406,600	167,391	239,209
Maintenance	6,200	-	6,200	0%	153,200	73,264	79,936	48%	84,000	56,500	56,500	27,500	67%	-	-	-		243,400	129,764	113,636
<i>Total Expenditures</i>	2,714,400	1,610,748	1,103,652	59%	3,557,000	2,177,641	1,379,359	61%	7,140,100	374,887	374,887	6,765,213	5%	593,100	215,953	134,147	36%	14,004,600	4,379,229	8,202,414
Bridge Repair & Replacement Fund	309,800	198,723	111,077	64%	1,108,000	578,172	529,828	52%	4,665,000	423,797	423,797	4,241,203	9%	78,500	-	78,500	0%	6,161,300	1,200,692	4,960,608
General Fund	286,700	142,656	144,044	50%	563,850	340,616	223,234	60%	-	-	-	-	-	-	-	-		850,550	483,272	367,278

**Unfavorable Variance - Expenditures**

Please Note: The Halyard building will be over budget due to the significant utility costs incurred due to higher than budgeted production at that building. A year end budget transfer will be needed.  
The Eventsite experienced higher water and porta potty costs than budgeted due to the Covid pandemic. A year end budget transfer will be needed.  
Airport Materials & Services is going to be over budget due to higher than anticipated Professional and legal fees related to the commercial hangar(s). A year end budget transfer will be needed.

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**PORT OF HOOD RIVER**  
**Schedule of Revenues by Cost Center By Fund**  
**Budget to Actuals - 75% Through Budget**  
**For the Nine Months Ended March 31, 2022**

	REVENUES				
	Budget	Actual	Total	Variance	%
<b>REVENUE FUND</b>					
<i>Toll Bridge</i>					
Bridge Tolls	6,249,000	4,499,058	4,499,058	(1,749,942)	72%
Cable Crossing Leases	12,500	-	-	(12,500)	0%
Other	213,000	650,921	650,921	437,921	306%
	<u>6,474,500</u>	<u>5,149,979</u>	<u>5,149,979</u>	<u>(1,324,521)</u>	<u>80%</u>
<i>Industrial Facilities</i>					
Big 7					
Lease Revenues	343,400	239,834	\$ 239,834	(103,566)	72%
Reimbursements/Other	58,900	51,339	\$ 51,339	(7,561)	
Jensen Property					
Lease Revenues	672,600	431,368	431,368	(241,232)	64%
Maritime Building					
Lease Revenues	407,400	269,435	269,435	(137,965)	66%
Halyard Building					
Lease Revenues	624,100	454,318	454,318	(169,782)	73%
Timberline Incubator Building					
Lease Revenues	93,100	67,143	67,143	(25,957)	81%
Reimbursements	3,500	11,409	11,409	7,909	
Wasco Building					
Lease Revenues	334,100	194,027	194,027	(140,073)	58%
Hanel					
Lease Revenues	60,750	51,910	51,910	(8,840)	85%
Land Sales	734,400	-	-	(734,400)	
Other Financing Sources/Leases	1,250,000	-	-	(1,250,000)	0%
	<u>4,582,250</u>	<u>1,770,783</u>	<u>1,718,873</u>	<u>(2,811,467)</u>	<u>39%</u>
<i>Commercial Facilities</i>					
State Office (DMV) Building					
Lease Revenues	36,000	35,370	35,370	(630)	98%
Marina Office Building					
Lease Revenues	71,300	29,193	29,193	(42,107)	43%
Reimbursements	4,000	3,014	3,014	(986)	
Port Office Building					
Lease Revenues	48,550	36,412	36,412	(12,138)	75%
Reimbursements	-	-	-	-	
	<u>159,850</u>	<u>103,989</u>	<u>103,989</u>	<u>(55,861)</u>	<u>65%</u>
<i>Waterfront Industrial Land</i>					
Grants	-	-	-	-	
Parking	124,000	117,523	117,523	(6,477)	95%
Other Income	10,000	5,583	5,583	(4,417)	56%
	<u>134,000</u>	<u>123,106</u>	<u>123,106</u>	<u>(10,894)</u>	<u>92%</u>
<i>Waterfront Recreation</i>					
Eventsite, Hook and Spit					
Eventsite - Passes/Permits and Concessions	183,800	125,940	125,940	(57,860)	69%
Hook/Spit/Nichols	9,400	8,498	8,498	(903)	90%
Marina Park					
Sailing Schools, Showers and Events	9,500	5,019	5,019	(4,481)	53%
Lease Revenues	7,600	5,644	5,644	(1,956)	74%
Reimbursements	2,700	1,125	1,125	(1,575)	42%
	<u>213,000</u>	<u>146,226</u>	<u>146,226</u>	<u>(66,774)</u>	<u>69%</u>
<i>Marina</i>					
Lease Revenues	240,500	255,883	255,883	15,383	106%
Moorage Assessment	84,900	84,853	84,853	(47)	100%
Reimbursements/Other	56,900	50,196	50,196	(6,704)	88%
Grant	139,300	-	-	(139,300)	0%
	<u>521,600</u>	<u>390,933</u>	<u>390,933</u>	<u>(130,667)</u>	<u>75%</u>
<i>Airport</i>					
Lease Revenues	229,800	220,662	220,662	(9,138)	96%
Reimbursements	30,200	8,445	8,445	(21,755)	28%
Grants	261,600	43,000	43,000	(218,600)	16%
Other Financing Sources	3,301,000	-	-	(3,301,000)	0%
	<u>3,822,600</u>	<u>272,107</u>	<u>272,107</u>	<u>(3,550,493)</u>	<u>7%</u>
<b>Budget to Actual Revenues</b>	<u>15,907,800</u>	<u>7,957,123</u>	<u>7,782,106</u>	<u>(7,939,784)</u>	<u>50%</u>
<b>Revenues less Other financing sources</b>	<u>10,955,900</u>	<u>7,914,123</u>	<u>7,739,106</u>	<u>(3,030,884)</u>	<u>72%</u>
<b>GENERAL FUND</b>					
Property taxes	84,300	85,771	85,771	1,471	102%
Other Sources	9,000	47,953	47,953	38,953	533%
Transfers from other funds	764,250	478,741	478,741	(285,509)	63%
	<u>\$ 857,550</u>	<u>\$ 612,465</u>	<u>\$ 612,465</u>	<u>\$ (245,085)</u>	<u>71%</u>
<b>BRIDGE REPAIR &amp; REPLACEMENT FUND</b>					
Grants	3,544,000	457,150	457,150	(3,086,850)	13%
Transfers from other funds	\$ 2,617,300	\$ 728,240	728,240	(1,889,060)	28%

Note 1: Bridge revenues is in line with the budget, with traffic volumes in line with FY 2019-20 Pre-Pandemic.

Note 2: Industrial properties under the new lease agreements will get trued up for costs associated with utilities, maintenance and property taxes at year end. This will align them to the budget by year end.

Note 3: Marina Office Building vacancies are causing an unfavorable variance in revenues and will do so by year end.

Note 3: Waterfront Industrial Land and Recreation are ahead of budget coming off of peak season which should set well for when summer season begins again.

Note 4: Marina and Airport revenues are tracking ahead of budget and will do so by year end.

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**PORT OF HOOD RIVER**  
**STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS**  
**AND BUDGET VS ACTUAL PERFORMANCE**  
**FOR THE NINE MONTHS ENDED MARCH 31, 2022**

	REVENUE FUND							GENERAL FUND	BRIDGE REPAIR & REPLACEMENT FUND	TOTAL	
	Bridge	Industrial Buildings	Commercial Buildings	Waterfront Land	Waterfront Recreation	Marina	Airport				Administration Maintenance
<b>OPERATING REVENUES</b>											
Tolls	\$ 4,499,058									\$ 4,499,058	
Leases		\$ 1,708,035	\$ 100,975		\$ 5,644	\$ 340,736	\$ 220,662			2,376,051	
Reimbursements		62,748	3,014		1,125	50,196	8,445			125,529	
Fees, Events, Passes and Concessions				\$ 117,523	139,457					256,980	
Property taxes								85,771		85,771	
<b>Total Operating Revenues</b>	<b>4,499,058</b>	<b>1,770,783</b>	<b>103,989</b>	<b>117,523</b>	<b>146,226</b>	<b>390,933</b>	<b>229,107</b>	<b>-</b>	<b>85,771</b>	<b>-</b>	<b>7,343,390</b>
<b>Operating Expenses</b>											
Personnel Services	822,952	219,725	66,592	49,549	236,090	110,363	105,477	-	142,656	198,723	1,952,127
Materials & Services	676,861	722,592	92,465	110,593	121,252	70,991	154,507	228,379	340,616	578,172	3,096,429
<b>Total Operating Expenses</b>	<b>1,499,813</b>	<b>942,317</b>	<b>159,057</b>	<b>160,142</b>	<b>357,342</b>	<b>181,354</b>	<b>259,984</b>	<b>228,379</b>	<b>483,272</b>	<b>776,895</b>	<b>5,048,556</b>
<b>Operating income/(Loss)</b>	<b>2,999,245</b>	<b>828,466</b>	<b>(55,068)</b>	<b>(42,619)</b>	<b>(211,117)</b>	<b>209,578</b>	<b>(30,877)</b>	<b>(228,379)</b>	<b>(397,501)</b>	<b>(776,895)</b>	<b>2,294,834</b>
<b>Other Resources</b>											
Income from other sources	73,223	-	-	5,583	-	-	-	67,465	1,744	11,439	159,454
Grants	577,698	-	-	-	-	-	43,000	-	46,209	457,150	1,124,057
Sale of land	-	-	-	-	-	-	-	-	-	-	-
Note receivables	-	-	-	-	-	-	-	-	-	-	-
<b>Total Other Resources</b>	<b>650,921</b>	<b>-</b>	<b>-</b>	<b>5,583</b>	<b>-</b>	<b>-</b>	<b>43,000</b>	<b>67,465</b>	<b>47,953</b>	<b>468,589</b>	<b>1,283,511</b>
<b>Other (Uses)</b>											
Capital projects	(66,535)	(63,298)	(39,900)	(44,354)	(12,384)	(8,854)	(70,787)	(68,776)	-	(423,797)	(798,684)
Debt service	-	(129,903)	-	-	-	(86,050)	-	-	-	-	(215,953)
<b>Total Other (Uses)</b>	<b>(66,535)</b>	<b>(193,201)</b>	<b>(39,900)</b>	<b>(44,354)</b>	<b>(12,384)</b>	<b>(94,904)</b>	<b>(70,787)</b>	<b>(68,776)</b>	<b>-</b>	<b>(423,797)</b>	<b>(1,014,637)</b>
Transfers In/(Out)	(728,240)							(478,741)	478,741	728,240	-
<b>Net Cashflow</b>	<b>\$ 2,855,391</b>	<b>\$ 635,265</b>	<b>\$ (94,968)</b>	<b>\$ (81,389)</b>	<b>\$ (223,501)</b>	<b>\$ 114,674</b>	<b>\$ (58,664)</b>	<b>\$ (708,432)</b>	<b>\$ 129,193</b>	<b>\$ (3,862)</b>	<b>\$ 2,563,708</b>
<b>BUDGET VS ACTUAL PERFORMANCE</b>											
<b>FY 2020-21 Budget</b>											
Operating revenues - Budget	\$ 6,261,500	\$ -	\$ 159,850	\$ 134,000	\$ 213,000	\$ 382,300	\$ 260,000	\$ -	\$ 84,300	\$ 0	\$ 7,494,950
Operating revenues - Actuals	3,848,137	1,770,783	103,989	123,106	146,226	390,933	229,107	-	85,771	0	6,698,052
Actuals greater/(Less) than budget	(2,413,363)	1,770,783	(55,861)	(10,894)	(66,774)	8,633	(30,893)	-	1,471	-	(796,898)
	61%	#DIV/0!	65%	92%	69%	102%	88%		102%	100%	89%
Operating expenses - Budget	2,626,500	1,323,400	260,500	311,000	640,300	303,200	349,500	457,000	850,550	1,417,800	8,539,750
Operating expenses - Actuals	1,499,813	942,317	159,057	160,142	357,342	181,354	259,984	228,379	483,272	776,895	5,048,556
Actuals (greater)/Less than budget	1,126,687	381,083	101,443	150,858	282,958	121,846	89,516	228,621	367,278	640,905	3,491,195
	57%	71%	61%	51%	56%	60%	74%		57%	55%	59%
Other Resources - Budget	213,000	\$ 1,984,400	-	-	-	139,300	3,562,600	18,250	9,000	4,669,000	10,595,550
Other Resources - Actuals	650,921	-	-	-	-	-	43,000	67,465	1,744	468,589	1,231,719
Actuals greater/(Less) than budget	437,921	(1,984,400)	-	-	-	(139,300)	(3,519,600)	49,215	(7,256)	(4,200,411)	(9,363,831)
Other (Uses) - Budget	192,600	1,886,000	195,000	399,000	340,500	446,100	3,838,000	193,000	-	4,743,500	\$ 12,233,700
Other (Uses) - Actuals	66,535	193,201	39,900	44,354	12,384	94,904	70,787	68,776	-	423,797	\$ 1,014,637
Actuals (greater)/Less than budget	126,065	1,692,799	155,100	354,646	328,116	351,196	3,767,213	124,224	-	4,319,703	11,219,063
	35%	10%	20%	11%	4%	21%	2%	36%	#DIV/0!	9%	8%
<b>Net Position - Budget vs Actuals</b>	<b>\$ (722,690)</b>	<b>\$ 1,860,265</b>	<b>\$ 200,682</b>	<b>\$ 494,611</b>	<b>\$ 544,299</b>	<b>\$ 342,374</b>	<b>\$ 306,236</b>	<b>\$ 402,059</b>	<b>\$ 361,493</b>	<b>\$ 760,198</b>	<b>\$ 4,549,528</b>

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## MEMO

TO: Michael McElwee, Port of Hood River Executive Director

FROM: Elaine Howard, Elaine Howard Consulting, LLC

RE: Hood River Waterfront Facts

DATE: April 29, 2022

### Issue:

The following is a status summary and brief analysis of the Hood River Waterfront Urban Renewal District (District). A listing of potential options for consideration of how to add and fund additional projects in the District to achieve additional public policy objectives is included. In conducting this analysis, we reviewed the existing District's goals and objectives, projects, remaining maximum indebtedness and ways an urban renewal plan could be changed if there was a desire by the Hood River Urban Renewal Agency (Agency) and Hood River City Council (City Council) to make changes. We reviewed several planning efforts that have been conducted over the past few years including, most recently, the *Lot 1 - Public Infrastructure Framework Plan* (Infrastructure Plan) prepared by Walker Macy in 2019.

According to the Infrastructure Plan, if the development trends of the successful build out of the Hood River waterfront are applied to the large vacant property west of the Nichols Basin, significant public objectives could be achieved in terms of expanded park space, pedestrian amenities, water access and job creation. There appears to be significant opportunity for increasing the property's assessed value. The area is burdened by a large cost of basic infrastructure cost required for future development, estimated at \$8.3 million. This includes roads, power, storm water lines, sanitary sewer lines, communications, gas and water lines.

The Infrastructure Plan also identifies opportunities for increased access to the waterfront by adding Enhancement Projects identified as a Boat Storage Area, North Plaza, Anchor Way Plaza, Riverside Plaza, Overpass Connection, Accessible Overlook, Riparian Edge Restoration, Transit Stop, Boat Dock Extension, Small Craft Launch Dock and South End

Connection to Nichols Park. The costs of the Enhancement Projects to complement the development of Lot 1 are estimated at \$3.3 million.

The Port has indicated they are actively pursuing financing for several basic infrastructure projects, including grant funding and their own capital. The Agency and City Council could consider whether there might be an option to use tax increment financing to fund a portion of these public improvement costs.

The following are key facts about the District.

### A. Key Facts

- The Hood River Waterfront Urban Renewal Plan (Plan) was approved by the City Council in 2008 by Ordinance No. 1959.
- The Maximum Indebtedness (MI) of the District is \$5,750,000.
- At the start of FY 22/23 there is expected to be \$1.2M remaining in MI authority. The Urban Renewal Agency passed Resolution 2020-URA-04 that dedicates all remaining Waterfront MI to replace a collapsed stormwater line in the District. This project is expected to cost \$6.5M, of which the District has paid \$1.3M to-date. The project will occur over several years and several phases. However, it is anticipated it will need to use all remaining district MI.<sup>1</sup>
- There is no specific duration period to the urban renewal plan although the original financial calculations anticipated the MI would be reached in 2028-29 a twenty-year time frame for taking tax increment revenues.
- The initial frozen base assessed value was \$11,872,754. The value of the District in 2021-22 was \$86,171,600, an increase of \$74,298,846.
- The expected tax increment revenues to be levied in FY 2021/22 are \$830,761.<sup>2</sup>
- When the District uses all its remaining MI, anticipated to occur in FY 2022-23, an additional \$74.3 million dollars in FY2021/22 dollars in assessed value would be returned to the property tax rolls.<sup>3</sup>

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<sup>1</sup> E mail from Will Norris on April 25, 2022

<sup>2</sup> SAL Table 4e, Hood River County Assessor

<sup>3</sup> SAL Table 4e, Hood River County Assessor

- To make any changes in adding projects would mean increasing the MI and increasing the time frame to collect TIF revenue to reach that MI. There are statutory methods of increasing the MI and the timeframe which would not require keeping the full boundary intact. These changes would allow for that acreage to be released to use on the potential West Side District.
- The District has approximately 109 acres.
- The City of Hood River is considering establishing a new West Side urban renewal district and needs additional acreage from both the Downtown and Waterfront urban renewal districts to maximize acreage in the proposed West Side urban renewal district.
- No bonded indebtedness has been incurred within the District. Funding for some District projects (about \$1,200,000) has been borrowed from the Port and subsequently re-paid.

### **B. Goals in the Plan**

The goals of the Hood River Waterfront Plan are to help diversify the economic base in Hood River while taking care to maintain the waterfront as a premier recreational site for all types of recreational activities, ensure there is adequate land for industrial and commercial development, implement transportation improvements, ensure adequate utilities and provide habitat enhancement. The full Goals and Objectives are shown in Appendix 1.

### **C. Projects in the Plan**

The projects were identified when the Plan was adopted to implement the key public policy objectives anticipated at the time. The complete list of projects is shown in Appendix 2. Most of the funding has been allocated to the Wastewater Treatment Plant odor control, transportation improvements and the storm sewer line relocation. Funding was also allocated for the purchase of property in Nichols Basin which has provided a natural area. No tax increment funding was spent on park and recreation improvements including trail connections, Hood River Waterfront Park Phase II, and habitat enhancements. Such projects were anticipated in the original Plan.

Exhibit 1 shows the original projects identified in the Plan and the added project of the stormwater line replacement. Exhibit 1 indicates whether tax increment funds were used on the specific projects.

Projects may be added to an urban renewal plan and it is readily acknowledged that due to the length of urban renewal plans, projects will change over time both due to other funding sources being identified for some projects and previously unidentified needs for other projects.

### Exhibit 1 - Projects in Plan

Original Project	Done	Not done	Added
Wastewater Treatment Plant	X		
Improvements to Portway Avenue sidewalk and parking	X		
Anchor Way (Future Industrial Street)	X		
Riverside to 8 <sup>th</sup>		X	
8 <sup>th</sup> Street		X	
Trail Connections		X	
Waterfront Park Phase II		X	
Recreational Site Access and Enhancements (Nichols Basin Passive Park/Natural Area)		X	
Habitat Enhancements		X	
Business Recruitment		X	
Utility Upgrades and Renewable Energy		X	
<b>Added Project</b>			
Stormwater Line Replacement	partially		X

### D. Changes to the Plan

There are various ways to modify or extend the Hood River Waterfront District, some of which are plan amendments, some not. Any change to increase the MI is a substantial amendment which must be adopted in the same manner as the original Plan. The summary of amendment types in the District Plan is shown in Appendix 3.



## E. Potential Options for Consideration

A summary of the potential options for the future of the Hood River Waterfront District, and consideration of the funding additional projects specifically in relationship with the Lot 1 development, are shown below. The full explanation of each option is shown in Appendix 4.

### Terminate Existing District

- Terminating the District will result in about \$855,683 of funds to the taxing districts in FY 2023/24 and return approximately acreage that could be used for other urban renewal districts in Hood River.<sup>4</sup>
- No new projects would be carried out in the Hood River Waterfront District.

### Increase MI

- The existing MI is fully committed. Any funding to be allocated to additional projects would require an increase in the MI. The statutory thresholds on increasing MI are reviewed in Appendix 4.
- An increase in MI requires the same process as the initial approval of the urban renewal plan including Hood River Urban Renewal Agency consideration, taxing district notification, Hood River Planning Commission review for conformance to the Comprehensive Plan, presentation to the Hood River County Commission (no vote required unless the amendment exceeds thresholds defined in Appendix 4 , city-wide notice and a City Council hearing and consideration of a non-emergency ordinance by the City Council.
- A one year increase in duration will add about \$855,683 of tax increment funds to be spent on projects and administration and will need a MI increase. This amount of MI increase can be approved by adoption of a substantial amendment by the City Council and can be completed without taxing district concurrence.
- A two-year increase in duration will add about \$1,737,036<sup>5</sup> of tax increment funds to be spent on projects and administration and will need a MI increase. This amount of

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<sup>4</sup> Estimated by taking FY 2021/22 tax increment revenues and multiplying by a conservative 3%.

<sup>5</sup> Increasing FY 2022/23 by 3% for 2023/24

increase can be approved by adoption of a substantial amendment by the City Council which can be completed without taxing district concurrence.

- An increase in MI over \$1,869,561 would need concurrence by 75% of the taxing districts levying permanent rate taxes in the District.

### **Underlevy**

- An underlevy is authorized in ORS 457.455 and is a decision by the Agency to take less than the full amount of division of tax revenues either in any one year or permanently. An underlevy can be any size, as determined by the Agency. For example, an underlevy for two years of 50% could add \$868,518<sup>6</sup> of funding to be spent on projects and administration. This action would need a MI increase and would return approximately \$868,518 over two years to the taxing districts. The increase in MI would require a substantial amendment carried out through the process outline previously in this memorandum.

### **Boundary reduction**

- A reduction of boundary can also be any size, as determined by the Agency. For example, a boundary reduction of 50% of the assessed value could add, over a two year period, \$868,518 of funding to be spent on projects, will allow usage of boundary in other urban renewal district s in Hood River. This would need a MI increase and would return approximately \$868,518 to the taxing districts over the two year period.

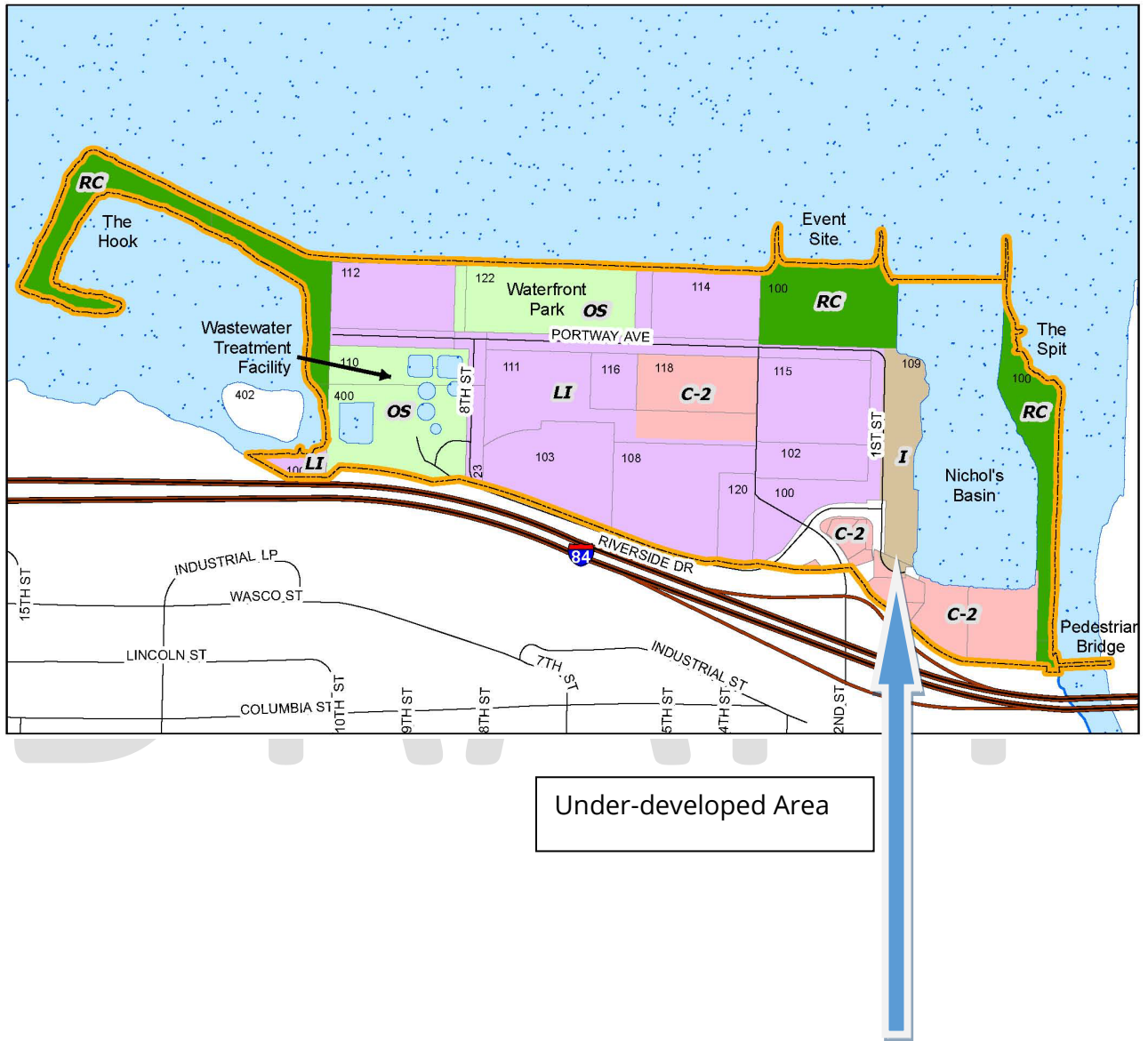
### **Terminating Existing District and Forming new Single Property URD**

- Forming a new, limited acreage urban renewal district (URD) for the development and adjacent recreation amenities could use, for example, approximately twenty acres of property adjacent to the Nichols Basin, including mostly undeveloped property . In its present mostly undeveloped state, this would include a small amount of the District's assessed value capacity. Forming a limited property URD allows the remainder of the acreage and assessed value of the Hood River Waterfront District to be out of urban renewal, providing capacity for the City of Hood River to use it in other urban renewal district s and returning a significant amount of tax increment to local taxing jurisdictions.

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<sup>6</sup> One half of the \$1,737,036 tax increment revenues anticipated over two years

**Exhibit 2- Hood River Waterfront District**



## Appendix 1 Goals and Objectives

Plan Goals and Objectives are:

### Goal 1: *ECONOMY*

**Diversify the economic base in the Hood River area and strengthen the area's role as a regional economic center.**

Objectives:

1A: Support business development by offering sites for local businesses, preserving current industrial uses, promoting private investment, and providing for a mix of employment types and uses.

1B: Promote job retention and creation by targeting quality jobs, enhancing job opportunities for local residents and maintaining minimum job density.

1C: Ensure quality development by promoting sustainable development and place-based planning principles, encouraging quality design and construction, and making strategic infrastructure investments.

1D: Assist in the financing and provision of transportation and infrastructure improvements to support the development of industrial and commercial uses.

1E: Work with property owners to promote beneficial development of properties within the Area.

### Goal 2: *RECREATION*

**Provide facilities and parks to support the world-class waterfront recreational opportunities that exist in Hood River.**

Objectives:

2A: Plan a cohesive system of trails within the waterfront and connecting to the downtown core.

2B: Sustain existing and promote new recreational activities on the water.

2C: Enhance waterfront recreation sites.

2D: Develop additional waterfront recreation sites.

2E: Improve pedestrian access to and along the river.

**Goal 3:        *HABITAT ENHANCEMENT***

**Protect the riverine habitat because of its value both to the environment and to waterfront visitors.**

Objectives:

3A: Provide for appropriate and adequate landscape plantings along the water's edge.

3B: Protect areas of existing bio-habitat and recreate habitat where it has been destroyed.

3C: Ensure that upland development does not degrade habitat conditions in the Columbia River.

**Goal 4:        *LAND USE***

**Ensure an adequate supply of appropriately zoned land to provide for the development of industrial and commercial uses.**

Objectives:

4A: Provide opportunities for industrial development.

4B: Encourage business and industry to locate within the Hood River city limits.

4C: Disperse employment centers to parts of the City with access to adequate transportation routes and public utilities.

**Goal 5:        *TRAFFIC AND TRANSPORTATION***

**Implement transportation improvements that will increase access to the area and mitigate traffic impacts.**

Objectives:

5A: Improve existing streets to meet future development demands.

5B: Develop a network of streets to serve all parcels.

5C: Construct street improvements as consistent with City standards.

5D: Provide sidewalks and streetscape improvements that promote multimodal usage, access and safety.

5E: Provide signalization improvements for efficient traffic flow and safety of transportation systems.

**Goal 6: PUBLIC UTILITIES**

**Ensure that new development is located in areas that can be adequately served by public infrastructure.**

Objectives:

6A: Develop public infrastructure improvements on parcels of underutilized land to encourage private development.

6B: Develop water, sanitary sewer and storm drainage improvements to support industrial uses.

6C: Mitigate negative impacts of the existing wastewater treatment facility.

6D: Where possible, develop environmentally friendly utility systems to support existing and future development.

**Goal 7: PUBLIC INVOLVEMENT**

**Maintain a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning and implementation process.**

Objectives:

7A: Use available media to inform citizens of projects and programs to be undertaken.

7B: Provide for public input as to implementation of the Plan and work to achieve consensus as a basis for proceeding.

## Appendix 2 Projects in the Plan

Projects in the original Plan that are relevant to the discussion of the development of the property to the west of Nichols Basin include:

### Infrastructure

#### Wastewater Treatment Facility

This project includes preliminary engineering and implementing the plan for odor control. The odor control facilities consist of a new biological soil type biofilter for serving the existing primary clarifier and improvements at the existing septage receiving station. (COMPLETED)

#### Portway Avenue

Portway Avenue will be improved as a pedestrian oriented street with new paving, ornamental street lights, pedestrian improvements, street trees and sidewalks. Portway Avenue will be evaluated and constructed to the City Engineer's standards based on the results of the evaluation. (COMPLETED)

#### Riverside Drive to 8<sup>th</sup> Improvements

Riverside Drive will be the primary truck access street for the Waterfront area. Riverside is significantly substandard and improvements and it will need to be reconstructed and widened to meet an expanded level of truck and vehicular traffic. A signal may be required at 2<sup>nd</sup> Street and Riverside Drive. Riverside Drive will be constructed to the City Engineer's standards based on the results of the City Engineer's evaluation.

#### 8<sup>th</sup> Street Improvements

8<sup>th</sup> Street will be improved, including new sidewalks and pedestrian improvements to meet an expanded level of vehicular traffic. 8<sup>th</sup> Street will be constructed to the City Engineer's standards based on the results of the City Engineer's evaluation.

#### Future Industrial Street

The future Industrial Street will serve the industrial parcels in the central waterfront area. This new street would be on a dedicated right-of-way that goes north from Riverside Drive and connects to 2<sup>nd</sup> Street. The street would provide truck access to parcels that front on Riverside Drive, reducing their need to access loading areas

from Portway Ave. and other pedestrian-oriented streets within the waterfront. The future Industrial Street will be constructed to City Engineer's standards based on the results of the City Engineer's evaluation. (COMPLETED)

## **Park and Recreational Improvements**

### Trail Connectivity

Comprehensive trail connections along the Columbia River waterfront including connecting the Hook, Spit, Park and Event Site to each other and to downtown Hood River will be developed. The existing pedestrian bridge over Hood River may become part of the future improvements for pedestrian access. The trail connections may include but are not limited to trail surfacing, lighting, street furniture, signage and landscaping. Trail connections will be built to existing City standards.

### Phase II Hood River Waterfront Park

Phase II of the Hood River Waterfront Park will include but not be limited to landscaping with native vegetation, an open grassy field area, on-site parking, an outdoor amphitheater, irrigation, picnic shelters and a picnic area, public art, youth play areas and structures, an architectural feature reminiscent of a Native American fishing platform, and a swimming platform. Phase II also includes paving (ADA) walking paths that were not completed as part of Phase I. The scope and nature of specific improvements will be refined during Plan implementation.

### Recreational Site Enhancements

Improvements to the various recreational sites will be undertaken. These improvements may include but are not limited to improved access roads, signage, utilities, drainage structures (e.g. bio swales) and support structures (e.g. changing rooms) to accommodate increased recreational use and larger programmed events. (COMPLETED – Nichols Basin property acquisition)

### **Habitat Enhancements**

Habitat enhancements can improve the biological diversity and natural habitat characteristics of the waterfront. A Habitat Enhancement Program will be developed by the Agency. Habitat enhancement project components may include but are not limited to bio-engineering and other types of landscape improvements to Nichols Basin, areas of the Hook and rip rap portions of the Columbia River waterfront.



Some habitat enhancement work may be necessary to mitigate other waterfront projects. The Agency will decide the scope and nature of specific habitat enhancement improvements after the Plan is approved.

## Economic Development

### Utility Upgrades and Renewable Energy

Utility upgrades could consist of assistance as necessary to property owners for a utility tie in to their parcel. This project may also include investment in “green” energy alternatives to support development in the waterfront area.

### Economic Development, Business Recruitment and Marketing Program

An Economic Development, Business Recruitment and Marketing Program for the Area will be established by the Port of Hood River to enhance the community's efforts to identify, recruit and potentially provide incentives for investment in construction or rehabilitation by businesses that meet the community's criteria for job creation and development density for the waterfront industrial area. The Agency will establish the guidelines for this program as part of Plan implementation.

Anticipated funding amounts were specified in the Report that accompanied the adopted Plan, Section V, page 15 of the Report.

## Appendix 2, Exhibit 1. Projects and Cost Allocations

Projects	Estimated Cost	TI Funding	Other Funding	Other Funding Sources
<b>INFRASTRUCTURE IMPROVEMENTS</b>				
Wastewater Treatment Plant Odor Control/Engineering	\$750,000	\$750,000	\$0	
Transportation Improvements				
Portway Avenue	\$350,000	\$350,000	\$0	
Riverside to 8 <sup>th</sup> (including signal at 2 <sup>nd</sup> Street)	\$1,300,000	\$1,000,000	\$300,000	Property Owners Contributions
8 <sup>th</sup> Street	\$400,000	\$400,000	\$0	
Future Industrial Street	\$1,100,000	\$100,000	\$1,000,000	EDA Grant 500,000, IOF 250,000, other: 250,000
<i>Sub total Infrastructure</i>	<i>\$3,900,000</i>	<i>\$2,600,000</i>	<i>\$1,300,000</i>	
<b>PARK/RECREATIONAL IMPROVEMENTS</b>				
Trail Connections	\$500,000	\$250,000	\$250,000	State Grant 200,000 other 50,000
Hood River Waterfront Park Phase II	\$1,700,000	\$850,000	\$850,000	Grants and Fundraising
Recreational Site Access and Enhancements	\$600,000	\$400,000	\$200,000	Grants and Fundraising, Port Investment
<i>Sub total Park/Recreational</i>	<i>\$2,800,000</i>	<i>\$1,500,000</i>	<i>\$1,300,000</i>	
<b>HABITAT ENHANCEMENTS</b>	<i>\$500,000</i>	<i>\$200,000</i>	<i>\$300,000</i>	Grants and Fundraising
<b>ECONOMIC DEVELOPMENT</b>				
Business Recruitment and Marketing	\$250,000	\$100,000	\$150,000	Port of Hood River
Utility Upgrades and Renewable Energy	\$350,000	\$100,000	\$250,000	Property Owners Contributions
<i>Sub total Economic Development</i>	<i>\$600,000</i>	<i>\$200,000</i>	<i>\$400,000</i>	
<i>Materials and Services</i>	<i>\$249,418</i>	<i>\$249,418</i>	<i>\$0</i>	
<i>CONTINGENCY approx. 5%</i>	<i>\$225,000</i>	<i>\$225,000</i>	<i>\$0</i>	
<i>Sub total TI funding</i>		<i>\$4,974,418</i>		
<b>TOTAL</b>	<i>\$8,274,418</i>	<i>\$4,974,418</i>	<i>\$3,300,000</i>	

## **Appendix 3 Amendments identified in the Plan**

### 1. Substantial Amendments

Substantial Amendments are solely amendments:

Adding land to the urban renewal district , except for an addition of land that totals not more than one percent of the existing area of the urban renewal district ; or

Increasing the maximum amount of indebtedness that can be issued or incurred under the Plan.

### 2. Council Approved Amendments

Council Approved amendments consist solely of amendments that result in:

Material changes to the goals and objectives of the Plan; or

Addition or expansion of a project that is materially different from projects previously authorized in the Plan.

### 3. Minor Amendments

Minor Amendments are amendments that are not Substantial or Council Approved Amendments in scope. They require approval by the Agency by resolution.

## Appendix 4 Potential Options for Changes

If the City and Agency are interested in further assisting in the full development of the waterfront area, some of the options which could be considered for the future of the District are outlined below. They include an increase in MI, boundary changes, an underlevy, and a single property urban renewal district.

### 1. Maximum Indebtedness Increase

The MI of an urban renewal district can be increased. A change in the MI changes many factors in operating an urban renewal program. An increase in MI adds to the projects which may be undertaken, lengthens the timeframe of urban renewal, adds to impacts to the taxing districts and lengthens the life span of the URD. The MI may be increased while concurrently taking some properties out of the District or deciding to underlevy the District.

The increase in MI is a substantial amendment to any urban renewal plan. A substantial amendment process requires the Agency to go through the same process of approval as the adoption of an original urban renewal plan: public involvement, Agency review, notification to the taxing districts, Planning Commission review for conformance with the comprehensive plan, a City Council hearing with notice to all citizens of Hood River and vote by the City Council on a non-emergency ordinance. The process also requires the Agency consult and confer with the impacted taxing districts and the Agency provide a presentation to the Hood River County Commissioners.

The City Council may increase the MI of the District Plan by itself by adoption of the non-emergency ordinance if the MI increase is limited to 20% of the original MI as adjusted annually by the inflation rate used in the Report Accompanying the Plan. The Report uses a 4 % inflation rate.<sup>7</sup> Given this analysis, we believe the City Council could increase its MI by \$1,869,561 if it does this adjustment after August of 2022, or by \$1,925,648 if it does this adjustment after August of 2023. The remaining MI for the District Plan as of June 30, 2021 is approximately \$1,200,000, but this amount is encumbered for the stormwater line replacement.<sup>8</sup>

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<sup>7</sup> Report on the Hood River Waterfront Urban Renewal Plan, Table 6, p16.

<sup>8</sup>E mail from Will Norris 04 25 2022.

If the MI increase is above this amount, 75% of the taxing districts impacted by the Plan must vote to concur with the MI increase. These taxing districts would be the city, county and school district or, if the county did not concur, the city and all other taxing districts except the county.

The considerations for an increase in the MI are:

- a. What is the impact on the city budget?
- b. Are there remaining projects to be undertaken in the district?
- c. Are there other sources of funds for those projects?
- d. What is the political climate for a MI increase?
- e. Should the boundary be reduced?
- f. Should an underlevy also be considered?

#### **Appendix 4 - Exhibit 1 – MI Increase Limitations**

<b>Year</b>		<b>Original MI</b>	<b>Adoption Date</b>
Interest calculation in Report	4%	\$5,750,000	August 2008
2008	1	\$6,180,000	
2009	2	\$6,365,400	
2010	3	\$6,556,362	
2011	4	\$6,753,053	
2012	5	\$6,955,644	
2013	6	\$7,164,314	
2014	7	\$7,379,243	
2015	8	\$7,600,620	
2016	9	\$7,828,639	
2017	10	\$8,063,498	
2018	11	\$8,305,403	
2019	12	\$8,554,565	
2020	13	\$8,811,202	
2021	14	\$9,075,538	
2022	15	\$9,347,804	\$1,869,561
2023	16	\$9,628,239	\$1,925,648

Source: Elaine Howard Consulting

## 2. Boundary changes

A boundary change in an urban renewal district would result in a permanent change to the frozen base<sup>9</sup> and to the increment on which the Agency receives annual revenues. A reduction in boundary is typically completed as a result of a decision to permanently put some properties on the regular tax roll so all taxing districts, including the city itself, can benefit from the tax revenues from those properties.

There are no statutory restrictions on the reduction of the boundary. The issues to consider in a boundary reduction are:

- a. Do you have debt for the District? If so, will you have capacity to make any debt payments if you reduce boundary?
- b. Do you have sufficient capacity in a reduced boundary to pay for any projects you want to complete?
- c. If you have additional projects to complete, what are the locations of the projects you may want to undertake in the future? Any location where a project is being undertaken must remain in the boundary.
- d. Will the benefit to the city budget and other taxing district's budgets outweigh the benefit of having the property in the District?
- e. A boundary reduction requires a minor amendment to the District Plan by adoption of an Agency resolution, producing a new legal description and submitting the resolution and new legal description to the County Assessor.
- f. A boundary reduction usually increases the timeframe for a District as it will be receiving less revenues.

## 3. Underlevy

An underlevy is authorized in ORS 457.455 and is a decision by the Agency to take less than the full amount of division of tax revenues either in any one year or permanently. This is implemented through completing the UR 50 form the Agency submits annually to the Hood River County Assessor's office. An underlevy may be used if the Agency decides it wants to share a portion of the TIF revenues that the Agency receives each year. The underlevy

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<sup>9</sup> The Frozen Base in an urban renewal district is the value on which other taxing districts gain taxes.

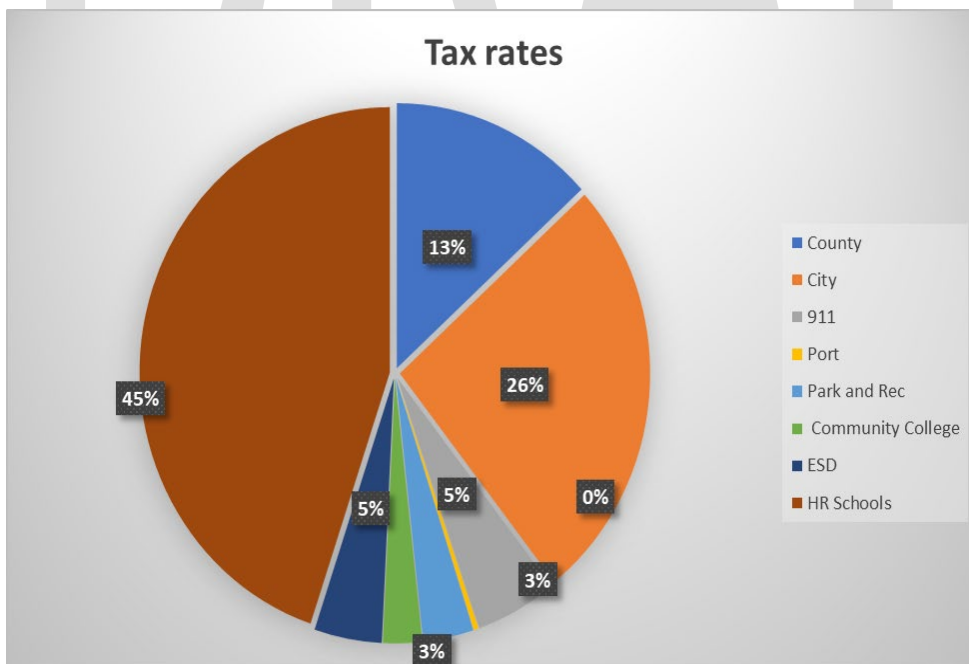
requires consulting and conferring with the impacted taxing districts. This is important as a decision to underlevy may have unintended consequences to other taxing districts, especially schools if they are experiencing compression. The considerations of a decision to underlevy are:

- a. Are there bond or loan covenants that will prohibit taking less than the full amount of annual revenues? If so, can you request changes in those covenants showing you have the capacity to pay the bond payments even with reduced acreage?
- b. Will you have sufficient capacity to make debt payments if you underlevy?
- c. It takes longer to reach MI as the Agency is not taking the full amount of TIF revenue. The result is all taxing districts will be impacted by the District for a longer time period, even though the impact is less.
- d. The Agency is losing the leverage of the city's tax rate to the full permanent rate tax amount. For the amount the Agency decides to underlevy, the City of Hood River itself will receive only about 25% of the amount of funds that the Agency presently receives. The remainder will be returned to the other impacted taxing districts, including the schools although those funds would not be received directly by the Hood River School District, the Education Service District or the Community College as those funds will go through the State of Oregon education funding distribution process.
- e. The upside of a decision to underlevy is an immediate return of revenues to other taxing districts including the city itself. If an underlevy decision is made annually, the other districts do not have an annual guarantee of the use of those funds while a permanent underlevy allows the taxing districts to count those funds in their budgeting process.
- f. An underlevy should be decided by adoption of a resolution of the Agency after consulting and conferring with other taxing districts. Since the Agency has a different composition than the City Council, the City Council should also adopt a resolution for an underlevy. This needs to be completed prior to the deadline of the UR 50 form, July 1 of each year. No amendment to the Plan is required.

**Appendix 4 - Exhibit 2 - Property Tax Rates**

<b>Taxing District</b>	<b>Rate</b>	<b>% of Total</b>
Property Value		
County	1.4171	12.67%
City	2.8112	25.13%
911	0.5644	5.04%
Port	0.0332	0.30%
Park and Rec	0.3498	3.13%
Community College	0.2703	2.42%
ESD	0.4678	4.18%
HR Schools	4.8119	43.01%
Library	0.3900	3.49%
HRC Transit	0.0723	0.65%
<b>Total</b>	<b>11.1880</b>	<b>100%</b>

**Appendix 4 - Exhibit 3 – Property Tax Rates Pie Chart**



#### 4. Limited Acreage URD

Another potential option for assisting with full development of the waterfront is the formation of a limited acreage URD. The process would be to first close the existing District, allowing all taxing districts to receive the full benefit of the increased assessed value in the District. The second step would be to form a new limited acreage URD that consists of the property west of Nichols Basin, potentially some limited acreage additional tax increment producing property and associated rights of way. Although this would not provide an immediate large revenue stream, it could provide opportunities for establishing incentives to allow for the development of the property west of Nichols Basin and/or additional public park spaces and facilities and shoreline restoration based on the additional tax increment revenues after development is complete.

A single property TIF District can operate in different ways:

- A tax rebate to the developer of the property for activities on the property. This would entail a redevelopment agreement with the developer to specifically designate their responsibilities and the amount of funds that would be allocated in a rebate. That rebate would only occur once the property has gone on the tax roll and the Agency has received tax increment revenue.
- Repayment of a loan from the city or port for activities in the URD. These could include public infrastructure including streets and utilities or parks improvements. There are many categories of parks and habitat improvements already identified in the plan.
- Repayment of a more formal loan with an entity like the State Infrastructure Fund.
- Completion of parks improvements once the development is complete, on the tax roll and providing the Agency with an income source.



**Appendix 4 - Exhibit 4 - Options Analysis**

<b>Considerations</b>	<b>MI Increase</b>	<b>Boundary Change</b>	<b>Underlevy</b>	<b>Limited Acreage URD</b>
Reduces acreage for West Side URD	(could)	YES	<b>NO</b>	YES
Returns AV to taxing districts	(could)	YES	YES	YES
Provides funding source for further park enhancements or infrastructure	YES	YES	YES	YES
Supports economic development	YES	YES	YES	YES
Provides short term funding	YES	YES	YES	<b>NO</b>
Provides longer term funding				YES

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## Administration

- May 3 represents the annual meeting of the Budget Committee meeting. A big thanks to the public members and the commissioners for their time and effort in reviewing the FY 22/23 Proposed Budget. After considering any public testimony and any final changes by the Commission, the budget will need to be adopted on June 21.
- The advertisement for the Chief Financial Officer position was distributed May 2. Applications are due May 31 with screening interviews scheduled the week of June 6.
- The Hood River Valley Parks and Recreation District Board of Directors met on April 28 to discuss long-term park funding and capital needs. Commissioner Mike Fox and Executive Director Michael McElwee attended.
- Attached is an editorial I wrote almost exactly five years ago, published in the “Hood River News,” advocating for accelerated bridge replacement efforts. It is worth noting the significant progress that has been made in the ensuing five years and recognize the many people that have assisted in our efforts. It’s also worth noting the rapid rise in the estimated cost for replacement!

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## Recreation/Marina

- Final completion of the new rigging area at the Hook occurred on April 20. This project was funded by a grant from Travel Oregon and a contribution from the CGW2. See photo to right.
- A community group organized a clean-up of the Spit and parts of the Sandbar on April 23 at 9:00 a.m. Daryl and Facilities staff helped facilitate this effort. The Port provided shovels, gloves and pick-up bags.
- Staff continues to update the staffing and operations plan for the waterfront this Summer. So far, we have four summer employees confirmed for the Facilities Dept. and three confirmed for the Event Site booth. The Event Site Booth will open Memorial Day weekend and operate through Labor Day.



- We are experiencing problems with the ramp at the cruise ship dock. Facilities staff will evaluate the possibility of using the lighter aluminum ramp removed from the Nichols Basin Dock. This should really ease the strain on the dock the ramp and give passengers a railing all the way up the ramp which the existing ramp does not.
- Event Site Pass Sales continue to exceed last year's numbers. As of May 1<sup>st</sup>, we have sold approximately 500 parking passes.
- Daryl & Genevieve have added links to the cruise ship schedule on the Port website <https://portofhoodriver.com/marina/cruise-ship-docking-schedule/> and the Waterfront event schedule <https://portofhoodriver.com/waterfront-recreation/events/>. This information is available for the public and will get updated weekly with any changes. We currently have 44 events booked (several for multiple days) and 39 cruise ship visits.
- One of the boathouse tenants has submitted conceptual plans for a new boathouse that she would like to have built. Staff has submitted this to the Marina Committee for review and will bring it to the Commission once the feedback has been compiled for discussion. The boathouse lease options will also be part of that discussion.
- Waterfront Concessions have started setting up and most will be open for business in early May. Feedback to staff is that bookings are looking strong for the upcoming season.

## Development/Property

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- I joined a group for lunch with Sheba Person-Whitley, Seattle Regional Director for the USEDA on April 28. Afterward we spent about 20 minutes for a brief tour and briefing of our efforts on Lot #1 infrastructure. The Seattle office of the EDA is considering many grant funding applications, including our submission for Lot #1.
- We have also submitted an application for a \$400,000 FY23 Congressional Directed Spending (CDS) grant through Senator Merkley's office for the E. Anchor Way Project. Application and support letters are attached.
- Elaine Howard has completed a brief assessment of the Waterfront Urban Renewal District. It is in the packet for Commission consideration. I am preparing a PowerPoint for presentation for the May 9 meeting of the Hood River Urban Renewal Board. The presentation will provide an update on the Port's efforts to obtain grant funding and construct E. Anchor Way and N. 1<sup>st</sup> St. Elaine will also attend that meeting to answer questions about her assessment.

## Airport

- Bill Kelsey conducted a tri-annual inspection of the AWOS on April 22. No issues found with the system, all items were within FAA/manufactures tolerances and specifications.
- The UST service provider, Soil Solutions has taken multiple groundwater delineation samples in the proximity of the original tank location and the secondary excavation pit.

All samples tested have come back clean. The results from one additional groundwater delineation sample and one sample from the secondary excavation are expected to be received on Monday, May 2, 2022. Results from those samples will determine if the project is near completion or if additional groundwater pumping is necessary.

- Three positions are currently open for the Airport Advisory Committee. Staff has received multiple applications of interest from the public. All applications received will be provided to the remaining AAC members at the next scheduled meeting for review. Recommendations on new AAC members will then be brought to the Commission for consideration.

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### **Bridge/Transportation**

- John Mann and Ryan Klapprich attended the annual Bridge Maintenance conference April 26-28. The conference provides an opportunity to share information about maintenance tools, technologies and real-world examples. See John's notes, attached.
- Bids will be received May 3 for the Bridge Approach Rehabilitation Project. John will present the low bid and alternative delivery options and associated pricing for Commission direction.

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# Hood River News

*Official Newspaper - City of Hood River, Oregon and Hood River County*

## **HR Bridge: 'The time is now' to replace this critical, yet outdated, regional span**

**MICHAEL S. McElwee, Executive director, Port of Hood River**

**Published March 3, 2017**

The Hood River/White Salmon Interstate Bridge opened on Dec. 9, 1924, when Calvin Coolidge was president. Within a year, 79,545 cars, 67 stage coaches, 3,920 livestock and 3,764 bicycles had crossed the river. In 1939, the lift span was installed after construction of Bonneville Dam. World War II began that year in Europe.

The bridge is a visible reminder of a broad sweep of history from the beginning of the 20th century. It has connected Gorge communities and served a vital role in our regional economy for 93 years. But now it needs to be replaced to serve our region's needs for the next 100 years.

The bridge is over 30 years past its design life. Its sufficiency rating, a numeric representation of reliability and functionality, is 48.8, a strong indicator of functional obsolescence. It is an extreme bottleneck during frequent highway closures. It has nine-foot, four-inch travel lanes, vastly undersized for today's vehicles, and no pedestrian or bicycle facilities. The 80,000 pound-weight limit restricts freight movement. A sizable earthquake would likely cause catastrophic damage. The lift span opening represents the greatest navigational hazard on the entire Columbia/Snake River inland waterway system.

For these reasons, and more, the Port of Hood River Commission set course in 2015 to pursue bridge replacement. The prospects are daunting — \$280-\$300 million will be required to plan, design and construct a replacement, at a time of limited public financing for infrastructure. Our region's population density, traffic volumes and freight utilization rates are low compared to competing projects. Replacement is not a priority of either state transportation agency because of their significant and largely under-funded system responsibilities.

But there are also reasons for optimism. Early permitting steps are complete. The 2015 FAST Act provides new opportunities for federal funding and talk of a national infrastructure plan continues. The bridge is on the National Highway System (NHS) and transportation projects in the National Scenic Area are FAST Act-eligible. A recent cost/benefit analysis showed significant positive

economic benefits — crucial when competing for project funding. And the Oregon Legislature is now considering a significant transportation funding package in 2017.

The port is seeking to build upon these advantages and opportunities. With sponsorship by Rep. Mark Johnson and Sen. Chuck Thomsen, two bills have been introduced in the 2017 Oregon Legislature. House Bill 2750 would provide clear statutory authority for the port to pursue the development and construction of a replacement bridge under either public or private funding models. House Bill 2749 would fund completion of permitting and preliminary engineering work, increasing both the project's eligibility for construction funding and the potential for a private equity partnership. #Without this legislation, the port's ability to take the next major steps towards bridge replacement would be greatly diminished. The port would need to focus almost exclusively on keeping the existing bridge safe and operational for as long as possible. Capital funding demands for upgrades and repairs will increase. And prospects for either a reduced weight limit or sudden closure from earthquake or vessel strike will grow by the year.

Community support for bridge replacement efforts is crucial. For more information, visit [portofhoodriver.com/bridge](http://portofhoodriver.com/bridge). Or, sign up and support the efforts of OneGorge ([OneGorge.org](http://OneGorge.org)), an informal public/private group that advocates for regional legislative priorities.

The time for a new bridge is now.





## 2021 Congressional Directed Spending Request Form (Port of Hood River Anchor Way Multi-

modal Street & Transit Improvement Project)

### Name & Contact Info

Genevieve Scholl 3861645  
 Work: 541-386-6145  
 Work: 541-386-1138  
 gscholl@portofhoodriver.com

### Mailing Address

1000 E. Port Marina Drive  
 Hood River OR 97031

### Permanent Address

1000 E. Port Marina Drive  
 Hood River OR 97031

\* indicates a required field.

## Section 1. Organization Information

### 1. Requesting Organization \*

Port of Hood River

### 2. Organization's Mailing Address

Please include the requesting organization's mailing address. For example, 121 SW Salmon Street., Ste. 1400, Portland, OR 97204  
 1000 E. Port Marina Drive, Hood River, OR 97031

### 3. Contact's Name at Organization \*

Michael McElwee, Executive Director

### 4. Contact's Email \*

mmcelwee@portofhoodriver.com

### 5. Contact's Phone \*

5413861138

## Section 2. Project/Activity Information

### 1. Subcommittee \*

Transportation, Housing and Urban Development (THUD)

### 2. Department \*

Department of Housing and Urban Development

### 3. Agency \*

US Department of Housing and Urban Development

### 4. Account \*

Only specific accounts are eligible to receive congressionally-directed spending items. Please consult the Subcommittee guidance documents for a list of eligible accounts.

Economic Development Initiative (EDI)

### 5. Project/Activity Title \*

Please provide a brief title to identify your request by. For example, HWY 101 Bridge Repair.

Anchor Way multi-modal street and transit improvement project

**6. Project/Activity Description \***

Please include a short description of the project or activity you are requesting funds for. It should not be the name of an existing program, project, or activity, but rather a description unique to your CDS request.

This project will construct E. Anchor Way as a multi-modal street and transit hub on the Hood River waterfront on the last remaining undeveloped industrial/commercial property located on the waterfront. Phase 1 street construction of E. Anchor Way and Phase 2 street construction of N. 1st Street has significant potential for job creation in the local technology and recreation sectors. Development of street and utility infrastructure on this parcel will connect into existing city streets and utilities. A long community planning process resulted in a development plan for this 12 acre parcel that includes bike/ped corridors, sustainable development, active public spaces, and a regional public transit hub. Total build-out will require financial support for the primary infrastructure. Phase 1 street construction of E. Anchor Way totals \$1.705 million, and Phase 2 project construction of N. 1st Street totals \$3.54 million.

**7. Project Location (s) (City):**

E. Anchor Way and North 1st Street, Hood River, Oregon

**8. Project Location (s) (County): \***

Hood River County, Oregon

**9. Are you submitting multiple requests? \***

Yes

**9.1 If so, please rank this request in order of priority.**

For example, if this is your top priority, please rank it 1.

1

**10. Defense Related? \***

No

**10.1 PE Line Item (if applicable)**

*No answer.*

**10.2 PE Line Item Title (If applicable)**

*No answer.*

**10.3 Defense Line #**

*No answer.*

**Section 3. Project Information****1. Requested funding level for congressional directed spending project? \***

Number, not in thousands. No commas, decimals or numbers with leading zeros. For example if you want to request two-hundred twenty-million, three hundred thousand dollars you would put 220300000.

400000

**2. What is the total cost of the project or activity? \***

Number, not in thousands. No commas, decimals or numbers with leading zeros. For example if the total project cost is two-hundred twenty-million, three hundred thousand dollars you would put 220300000.

1705000

**3. Is this project funded in the administration's budget request? \***

No

**3.1 If so, at what level?**

Number, not in thousands. For example if it was funded at two-hundred twenty-million, three hundred thousand dollars you would put 220300000. No commas, decimals or numbers with leading zeros.

*No answer.*

**4. Has this project received federal funding in the past? \***

No

**4.1 If so, when and how much?**

*No answer.*

**5. Is the project leveraging other federal, state, or private funding? \***

Yes

**5.1 If yes, please list the sources and amounts of the funding.**

Please note if the funding is "in hand" or not.

Port of Hood River - \$955,000 (in hand)

State of Oregon - \$250,000 (Immediate Opportunity Fund application in process)

EDA grant - \$100,000 (application in process)

**6. Are you seeking funds through other federal accounts to support your organizations' project? \***

No

**6.1 If yes, please specify account(s).**

*No answer.*

**7. Merkley State Staff Contact \***

If you have been in contact and/or working with a member of Senator Merkley's state staff, please indicate which one.

Dan Mahr

**8. Wyden State Staff Contact \***

If you have been in contact and/or working with a member of Senator Wyden's state staff, please indicate which one.

Jacob Egler

## Section 4. Project Narrative

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**1. A detailed justification and description of how the funds will be used and indicate whether funds will go toward construction, planning, or programming. \***

This description should provide: a summary of the project including its purpose, goals, history, and current status, as well as the justification for the project. The description should explain how the money will be spent (i.e., \$ -x- for salaries; \$ -x- for programming; \$ -x- for equipment; etc.) Please be specific when describing the activities and expenditures. The justification should also state what performance standards will be used to measure whether this project has achieved its objectives.

In your answer, please describe the need for the project, highlight any benefits to Oregon or the local community from the project, and how quickly the project can be implemented.

Before you finalize your request, please consult the supplemental guidance to ensure your application contains all the information required for the specific account you are requesting funding from. You can find that [here](#). [🔗](#)

The last remaining undeveloped light industrial property on the Hood River Waterfront is a 12-acre property known locally as “Lot 1.” This parcel has significant potential for job creation in the local technology and recreation sectors. Development of Lot 1 requires a significant investment in infrastructure – primarily utilities and streets. A long community planning process has resulted in a development plan for Lot 1 that includes bike/ped corridors, sustainable development, active public spaces, and a regional public transit hub. Total build-out of Lot 1 will require financial support for the primary infrastructure which will be tied into the existing street and utility network now serving the rest of the Hood River waterfront.

Full infrastructure build out of Lot 1 would be completed in two phases. Engineering and permitting costs are estimated at \$155,000. Phase 1 construction of East Anchor Way is estimated at \$1.55 million. Phase 1 construction would be complete in Fall of 2022. A second project phase will eventually construct North 1st Street at a cost of \$3.54 million.

This project will be added to the State Transportation Improvement Plan (STIP) if it receives CDS funding.

**2. If appropriate, how many and what kinds of jobs will be created by this project. \***

Initially, this project will generate construction jobs – but this project has been given “Decision Ready” status with Business Oregon and is a regionally significant project that is identified on the Comprehensive Economic Development Strategy. Industrially-zoned Lot 1 is the most highly visible, easily accessed, and publicly discussed undeveloped property in Hood River. The fact that it remains undeveloped is a testament to the stakeholder interest and investment in the decision-making process on the property. This is a high priority project for the entire region, as conversion of the gravel lot into the community-developed vision for the Lot will finally deliver on its promise of job creation, public transit expansion, enhanced bike and ped access from downtown to the waterfront, business retention and expansion, and new public open space facilities.

**3. Any support from local government or community groups for the project/request? \***

The project enjoys wide support for a broad range of stakeholder interests in the community. Support letters from Mid Columbia Economic Development District, the City of Hood River, Columbia Area Transit, and Key Development are attached.



# Oregon

Kate Brown, Governor

Department of Transportation

Transportation Region 1  
123 NW Flanders St  
Portland, OR 97209-4012  
(503) 731-8200  
Fax: (503) 731-8259

March 31, 2022

Senator Jeff Merkley  
531 Hart Senate Office Building Washington, DC 20510

Senator Ron Wyden  
221 Dirksen Senate Office Building Washington, DC 20510

*Re: Hood River Waterfront Transportation & Utilities Improvement Project*

Dear Senator Merkley and Senator Wyden:

I am writing to express support for the Port of Hood River's proposal requesting Congressionally Directed Spending funding for the Hood River Waterfront Transportation & Utilities Improvement Project. The two key projects of priority are street construction for E. Anchor Way and N. 1st Street. These projects will meet critical local and regional multimodal needs by providing enhanced bike and ped access from downtown to the waterfront and creation of a new, regional public transit hub.

The Hood River Waterfront Transportation & Utilities Improvement Project project would support ODOT's efforts to improve traffic flow patterns to better conform with its Interchange Area Management Plan I-84 Exits 62 & 63, an important preparation for future development. The regional public transit system will also derive direct benefit with construction of a new, key connection point for multiple public and private transportation providers. The improvements to the bike and pedestrian infrastructure will provide the critically necessary first mile and last mile connectivity to the transit hub.

The Hood River Waterfront Transportation & Utilities Improvement Project will enhance the local transportation system immediately. The ODOT Region 1 supports this proposal and application for funding.

Sincerely,

Rian Windsheimer  
ODOT Region 1 Manager  
123 NW Flanders St  
Portland, OR 97209  
503-731-8256



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# CITY OF HOOD RIVER

211 2nd Street, Hood River, OR 97031 Phone: 541-386-1488

April 25, 2022

Senator Jeff Merkley  
531 Hart Senate Office Building  
Washington DC 20510

Senator Ron Wyden  
221 Dirksen Senate Office Building  
Washington DC 20510

*RE: Anchor Way Multi-Modal Street and Public Transit Hub Development Project*

Dear Senator Merkley and Senator Wyden:

I am writing to express support for the Port of Hood River's proposal requesting Congressionally Directed Spending to fund the Anchor Way Multimodal Street and Public Transit Hub Development Project. The two key projects of priority are street construction for E Anchor Way and N First Street. These projects will meet critical local and regional multimodal needs by providing enhanced bike and pedestrian access from downtown to the waterfront and a regional public transit hub.

The Anchor Way Multimodal Street and Public Transit Hub Development Project would support the city's efforts to improve its regional public transit system, with construction of a new, key connection point for multiple public and private transportation providers. The improvements to the bike and pedestrian infrastructure will provide the critically necessary first mile and last mile connectivity to the transit hub.

The Anchor Way Multimodal Street and Public Transit Hub Development Project will enhance the regional transit system immediately. The City supports this proposal and application for funding.

Sincerely,

Kate McBride, Mayor  
City of Hood River

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**Columbia Area Transit**  
224 Wasco Loop  
Hood River, OR 97031  
rideCATbus.org  
541-386-4202

Thursday, April 25, 2022

Senator Jeff Merkley  
531 Hart Senate Office Building  
Washington, DC 20510

Senator Ron Wyden  
221 Dirksen Senate Office Building  
Washington, DC 20510

**Re: Anchor Way Multi-modal Street & Public Transit Hub Development Project**

Dear Senator Merkley and Senator Wyden:

I am writing to express support for the Port of Hood River’s Anchor Way Multi-Modal Street & Public Transit Hub Development Project. This project is critical to the Hood River County Transportation District (dba Columbia Area Transit, CAT) and its capacity to expand and coordinate transit services within the Columbia River Gorge.

The Anchor Way project will not only provide a safe and local transfer point for our Columbia Gorge Express service which connects residents and visitors from Hood River to Cascade Locks, Multnomah Falls and Portland along the I-84 Corridor but will also enhance pedestrian access to transit in downtown Hood River and improve the coordination, effectiveness, and efficiency of local and regional transit services, including those partner agencies in Washington State.

As the public transit provider in Hood River County, CAT has worked together with the City of Hood River and the Port to promote and serve the growing business, visitor, and tourism industry in Hood River County. We see the Anchor Way Multi-Modal Street & Public Transit Hub Development Project as critical to our overall strategy of enhancing transit access within Hood River while also offering a safe and accessible way for employees, residents, and visitor to transfer and travel to other communities throughout the Gorge and to/from the Portland Metropolitan area.



In short, we believe this project is vital to improving the efficiency and availability of public transportation in the I-84 corridor and to the overall mobility of residents and businesses in the region.

Sincerely

A handwritten signature in black ink, appearing to read 'Pat Fink', is written over a light gray rectangular background.

Patricia Fink  
Executive Director  
Hood River County Transportation District  
(dba Columbia Area Transit)



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

April 22, 2022

*Re: Anchor Way Multi-Modal Street and Public Transit Hub Development Project*

Dear Michael McElwee,

I am writing to express support for the Port of Hood River's proposal requesting funding for the Anchor Way Multi-Modal Street & Public Transit Hub Development Project, the first step towards developing a 12-acre industrial property on the Hood River Waterfront. Construction of infrastructure - specifically, water, sewer, and public streets - is necessary to prepare the site for industrial development. The two key projects of priority are street construction for E. Anchor Way and N. 1st Street. These projects will meet critical local and regional multimodal needs by providing enhanced bike and ped access from downtown to the waterfront and a regional public transit hub.

The Mid-Columbia Economic Development District (MCEDD) serves five counties in the Columbia Gorge and supports regional efforts to ensure a thriving economy. The development of the Port of Hood River's Lot 1 is highlighted as a high-priority Hood River County project in MCEDD's Comprehensive Economic Development Strategy (2017-2022) because of its significant potential for job creation.

MCEDD is currently leading a regional planning process to develop a collective vision and implementation strategy for the rapidly expanding public transit system in the Columbia Gorge. The Anchor Way Public Transit Hub project would be a key connection point for multiple public and private transportation providers, supporting a more coordinated and connected regional system. The improvements to the bike and pedestrian infrastructure will provide the critically necessary first mile and last mile connectivity to the transit hub.

MCEDD fully supports this project proposal. The Anchor Way Multi-Modal Street & Public Transit Hub Development Project will enhance the regional transit system, providing the infrastructure needed for employees, residents, and visitors to use public transit to travel to other communities throughout the Gorge, including to and from the Portland metro area. Construction of these streets is also necessary for the full development of this industrial property, which will provide significant economic impact for the region.

Sincerely,

A handwritten signature in blue ink that reads "Jessica Metta".

Jessica Metta, Executive Director  
Mid-Columbia Economic Development District  
802 Chenoweth Loop Rd.  
The Dalles, OR 97058

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# Oregon

Kate Brown, Governor

Department of Transportation

Office of the Director

355 Capitol St NE

Salem, OR 97301

April 1, 2022

The Honorable Brian Schatz  
Chairman  
Subcommittee on Transportation-HUD  
Committee on Appropriations  
United States Senate  
Washington, DC 20510

The Honorable Susan Collins  
Ranking Member  
Subcommittee on Transportation-HUD  
Committee on Appropriations  
United States Senate  
Washington, DC 20510

Dear Chairman Schatz and Ranking Member Collins;

The Oregon Department of Transportation (ODOT) is pleased to provide information that may assist with the selection of projects for Congressionally Directed Spending in this year's appropriations legislation.

The Port of Hood River, OR has submitted a funding request for the Hood River Waterfront Transportation & Utilities Improvement Project. The two key elements of this work are street construction for E. Anchor Way and N. 1st Street. These projects will meet critical local and regional multimodal needs by providing enhanced bike and ped access from downtown to the waterfront and creation of a new, regional public transit hub.

This project is eligible for funding under Title 23, US Code.

An earlier phase of this project is included in Oregon's [2021-2024 Statewide Transportation Improvement Program \(STIP\)](#) as project number 22526. If Congress enacts this FY2023 funding request, ODOT will add the additional work into the existing STIP project upon passage.

Should you have any questions or concerns, please contact Trevor Sleeman, ODOT Federal Affairs Advisor at (503) 986-3448 or [trevor.d.sleeman@odot.state.or.us](mailto:trevor.d.sleeman@odot.state.or.us). Thank you.

Sincerely,

Travis Brouwer  
Assistant Director for Revenue, Finance, and Compliance  
Oregon Department of Transportation

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## **Pacific Northwest Bridge Maintenance Conference**

April 26-28, 2022

Seaside, Oregon

ATTENDEES: Ryan Klapprich, Supervisor, John Mann, Facilities Director

### **STAFF NOTES**

Prepared BY John Mann

The first day I attended a group discussion about scour while Ryan was in a group talk about deck repairs. The head of my table was the bridge engineer from WAsDOT in charge of scour evaluations David Churchill. He asked if we could get together and talk during lunch. He explained if we become a member of the WA or OR Bridge Preservation organization and follow their recommendations we would not need permits for nearly any repair regardless of environmental implications. We can make repairs as they become necessary when scour occurs. I will dig deeper into this, but this could very possibly be a good way to avoid extensive permits for repairs that must take place following our scour evaluation.

Harvey Coffman introduced me to Travis Blain who is the head of bridges in WA. They are buying their own UBITZ truck and will be looking to keeping it operating year-round. He is very interested in getting us on a yearly schedule for use of the UBITZ for cleaning and misc. repairs. This would need some sort agreement but he and I will talk about that and they have a standard contract for providing services to other agencies. They would also have a bridge repair crew available for repairs that were outside of our wheelhouse.

Every year I find at least one really useful thing at this training with a mountain of smaller great ideas. This year was no exception. Ryan and I split up quite a bit to network both with different goals. Ryan concentrated on deck repairs and bridge cleaning, and I focused on scour, bridge closure procedures and gusset plate replacement projects. We both gained a lot of knowledge.

This conference brings the doers to the table and its always great to connect with both those that write the repair plans and those that implement them. We both gained very valuable connections.

Thank you for the opportunity to attend.

John Mann

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: May 3, 2022  
Re: Coronavirus State Fiscal Recovery Fund  
Grant Agreement

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The 2021 Oregon Legislature passed HB 5006 which included \$5-million in American Rescue Plan Act (ARPA) funding for bridge replacement effort. This contribution from Oregon was added to \$5M from Washington, \$5M through the BUILD grant and \$1.25M from the Port of Hood River for a total amount of \$16.25M. This important post-NEPA phase is currently underway and will hire project managers, engineers and other consultants necessary to start the design for the new bridge, increase public communication and prepare for financing.

This funding is unique in that it is a true disbursement grant. Upon approval of the Port Commission, ODOT will transfer all funds directly into the Port's LGIP account. Most legislative appropriations and grants are reimbursement programs.

Other details about the funding:

- Project expenses incurred after March 2021 are eligible for use. The project incurred about \$10k in expenses after the HB 2017 funds were depleted and before the Washington funds were available. This ARPA grant will cover those expenses.
- All expenses reimbursed by the now-depleted HB 2017 funding are also eligible for funding through this program.
- All internal expenses such as personnel costs, reimbursements, taxes, legal costs and other administrative costs are eligible costs through December 31, 2024.
- All external expenses such as contracts related to project management, engineering, governance, or outside counsel are eligible costs through December 31, 2026.

The Port's outside counsel and insurance agent have reviewed the agreement.

**RECOMMENDED ACTION:** Approve Coronavirus State Fiscal Recovery Fund Grant Agreement in the amount of \$5,000,000 for the replacement of the Hood River-White Salmon Interstate Bridge.

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**CORONAVIRUS STATE FISCAL RECOVERY FUND  
GRANT AGREEMENT**

Contract Number: PO-73000-00006992

This grant agreement (“Agreement”), dated as of the date the Agreement is fully executed, is between the State of Oregon, acting through its Oregon Department of Transportation (“ODOT” or “State”), and the Port of Hood River (“Recipient”). This Agreement becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **April 30, 2027** (“Expiration Date”).

This Agreement includes Exhibit A - Contact Information, Use of Funds/Project Description and Reporting Requirements, Exhibit B - Insurance Requirements, Exhibit C - Federal Award Identification, Exhibit D – Recipient Requirements.

Pursuant to Oregon Laws 2021, chapter 669, section 151, ODOT is authorized to distribute grant funds from funds received by the State of Oregon under the federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802) for the purpose of funding certain preconstruction costs for the replacement of the Hood River-White Salmon interstate bridge as more particularly described in Exhibit A (the “Project”).

**SECTION 1 - KEY GRANT TERMS**

The following capitalized terms have the meanings assigned below.

**Act:** The federal American Rescue Plan Act Coronavirus State Fiscal Recovery Fund (codified as 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 *et seq.*) and other guidance promulgated by the U.S. Department of the Treasury.

**Grant Amount:** \$5,000,000.

**Expenditure Deadline:** December 31, 2026.

**Obligation Deadline:** December 31, 2024.

**SECTION 2 - FINANCIAL ASSISTANCE**

- A. ODOT shall provide Recipient, and Recipient shall accept from ODOT, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.
- B. ODOT’s obligations are subject to the receipt of the following items, in form and substance satisfactory to ODOT and its Counsel:
  - (1) This Agreement duly signed by an authorized officer of Recipient; and
  - (2) Such other certificates, documents, opinions and information as ODOT may reasonably require.
- C. Obligation Deadline. Pursuant to the Act, Recipient shall **obligate** Grant funds for Eligible Costs (as that term is defined in Section 4) no later than the Obligation Deadline. Funds are obligated on the date an order is placed for Project-related property or services, as well as the date Recipient contracts, subawards, or enters into similar transactions that require payment for Project activities. Grant funds

may not be used for Project activities obligated after the Obligation Deadline, and any such activities are the sole responsibility of Recipient.

- D. Expenditure Deadline. Grant funds may not be expended for Project activities after the Expenditure Deadline. Project activities occurring after the Expenditure Deadline are the sole responsibility of Recipient.
- E. Return of Unobligated and Unexpended Grant Funds. Recipient must return to ODOT all Grant funds (i) not obligated by the Obligation Deadline (“Unobligated Funds”) and (ii) not expended by the Expenditure Deadline (even if such funds were obligated by the Obligation Deadline) (“Unexpended Funds”). Recipient must return all Unobligated Funds to ODOT no later than April 15, 2025, and must return all Unexpended Funds to ODOT no later than April 15, 2027.

### SECTION 3 - DISBURSEMENT

- A. Full Disbursement. Upon execution of this Agreement and satisfaction of all conditions precedent, ODOT shall disburse the full Grant to Recipient.
- B. Conditions to Disbursements. ODOT has no obligation to disburse Grant funds unless:
  - (1) ODOT has sufficient funds currently available for this Agreement; and
  - (2) ODOT has received appropriations, limitations, allotments or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make payment, and notwithstanding anything in the Agreement, occurrence of such contingency does not constitute a default.

### SECTION 4 - USE OF GRANT

Recipient will use Grant funds for the Project as more particularly described in Exhibit A. Recipient may only use Grant funds to cover actual, reasonable and necessary Project costs in accordance with the Act and Oregon law, as applicable, incurred during the period beginning March 3, 2021, and ending on the Obligation Deadline (“Eligible Costs”). Recipient must expend the entire Grant Amount on Eligible Costs no later than the Expenditure Deadline. Grant funds cannot be used for costs in excess of one hundred percent (100%) of the total Project costs.

### SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to ODOT as follows:

- A. Organization and Authority.
  - (1) Recipient is a public body validly organized and existing under the laws of the State of Oregon.
  - (2) Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to execute and deliver this Agreement and incur and perform its obligations under this Agreement.
  - (3) This Agreement has been authorized by an ordinance, order or resolution of Recipient’s governing body if required by its organizational documents or applicable law.

- (4) This Agreement has been duly executed by Recipient, and when executed by ODOT, is legal, valid and binding, and enforceable in accordance with their terms.
- B. Compliance with the Act. Recipient will comply with the terms, conditions and requirements of the Act.
- C. Full Disclosure. Recipient has disclosed in writing to ODOT all facts that materially adversely affect the Grant, or the ability of Recipient to perform all obligations required by this Agreement. Recipient has made no false statements of fact, nor omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement, including Exhibit A, is true and accurate in all respects.
- D. Pending Litigation. Recipient has disclosed in writing to ODOT all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Grant or the ability of Recipient to perform all obligations required by this Agreement.

**SECTION 6 - COVENANTS OF RECIPIENT**

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify ODOT of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient related to the ability of Recipient to perform all obligations required by this Agreement.
- B. Compliance with Laws.
  - (1) Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
  - (2) Recipient is responsible for all federal or state tax laws applicable to its implementation of the Project and its use of the Grant funds or compensation or payments paid with the Grant funds.
- C. Federal Audit Requirements. The Grant is federal financial assistance, and the associated Assistance Listings number is 21.027. Recipient is a subrecipient.
  - (1) If Recipient receives federal funds in excess of \$750,000 in Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to ODOT a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to ODOT the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - (2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Agreement.
  - (3) Recipient shall save, protect and hold harmless ODOT from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to

the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.

- (4) Recipient is authorized to use the Grant funds to pay itself for those administrative costs that are eligible costs under the Act to implement the Project. Recipient's use of Grant funds for administrative costs does not preclude the State of Oregon from later recovering costs from Recipient if the U.S. Department of the Treasury disallows certain costs after an audit.

D. System for Award Management. Recipient must comply with applicable requirements regarding the federal System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM.

E. Employee Whistleblower Protection. Recipient must comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Recipient must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

F. Compliance with 2 CFR Part 200. Recipient must comply with all applicable provision of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the Cost Principles and Single Audit Act requirements.

G. Federal Employment. ODOT's payments to Recipient under this Grant will be paid by funds received from the United States Federal Government. Recipient, by signing this Agreement certifies neither it nor its employees, contractors, subcontractors or subrecipients who will administer this Agreement are currently employed by an agency or department of the federal government.

H. Recipient Subagreements and Procurements.

Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project. If Recipient enters into a contract for performance of work under this Agreement, Recipient agrees to comply with the following:

(1) Subagreements.

- i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's subagreement with the Contractor and to name ODOT as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. This paragraph shall survive expiration or termination of this Agreement.

- iv. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

(2) Subagreement Indemnity.

- i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, and the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

(3) Subagreement Insurance.

- i. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit B. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit B. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit B.
- ii. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- iii. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.

(4) Recipient shall include provisions in each of its subagreements requiring its contractor(s) to comply with the indemnification and insurance requirements in paragraphs H.(2) and H.(3).

(5) Procurements. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) Chapters 279 A, B, and C, and rules, ensuring that:

- i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
- ii. All procurement transactions are conducted in a manner providing full and open competition.

(6) Conflicts of Interest. Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended, if applicable.

I. RESERVED.

J. Financial Records. Recipient will cooperate with ODOT to provide all necessary financial information and records to comply with the Act's reporting requirements, as well as provide ODOT the reporting required in Exhibit A. Recipient will keep proper books of account and records on all activities associated with the Agreement, including, but not limited to, invoices, cancelled checks, payroll records, instruments, agreements and other supporting financial records documenting the use of the Grant. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records until five years after the Expenditure Deadline or the date that all disputes, if any, arising under this Agreement have been resolved, whichever is later.

K. Inspection. Recipient shall permit ODOT, and any party designated by ODOT, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the administration of this Agreement. Recipient shall supply any Agreement-related information as ODOT may reasonably require.

L. Notice of Event of Default. Recipient shall give ODOT prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.

M. Contribution and Indemnification.

(1) Contribution.

(i) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third-Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third-Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third-Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies



required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

(ii) With respect to a Third-Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third-Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if ODOT had sole liability in the proceeding.

(iii) With respect to a Third-Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third-Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(2) Indemnification. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement: Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes, but is not limited to, all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

(3) Recipient shall meet the insurance requirements within Exhibit B.

N. Representations and Covenants Regarding Prevailing Wage.

(1) The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). If applicable, Recipient shall:

- a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, and comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
- b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
- c) unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a “public body” and the Project is a “qualified project,” as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
  - i. Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
  - ii. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices’ respective apprenticeship training programs;
  - iii. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
  - iv. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs i., ii. and iii. above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.

- (2) Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
- (3) Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works project on which payment of the prevailing rate of wage is required under ORS 279C.840.

O. All employers, including Recipient, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subcontractors complies with these requirements.

## SECTION 7 - DEFAULT

- A. Recipient Default. Any of the following constitutes an “Event of Default” of Recipient:
- (1) Misleading Statement. Any materially false or misleading representation is made by or on behalf of Recipient, in this Agreement or in any document provided by Recipient related to this Grant.
  - (2) Failure to Perform. Recipient fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement, other than those referred to in subsection (1) of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by ODOT. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.
- B. ODOT Default. ODOT will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## SECTION 8 - REMEDIES

- A. ODOT Remedies. Upon the occurrence of an Event of Default, ODOT may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of ODOT’s obligations to make the Grant or further disbursements, return of all or a portion of the Grant Amount, payment of interest earned on the Grant Amount, and declaration of ineligibility for the receipt of future awards from ODOT. If, as a result of an Event of Default, ODOT demands return of all or a portion of the Grant Amount or payment of interest earned on the Grant Amount, Recipient shall pay the amount upon ODOT’s demand. ODOT may also recover all or a portion of any amount due from Recipient by deducting that amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. ODOT reserves the right to turn over any unpaid debt under this Section 8 to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. These remedies are cumulative and not exclusive of any other remedies provided by law.
- B. Recipient Remedies. In the event of default by ODOT, Recipient’s sole remedy will be for disbursement of Grant funds for Eligible Costs of the Project, not to exceed the total Grant Amount, less any claims ODOT has against Recipient.

## SECTION 9 - TERMINATION

In addition to terminating this Agreement upon an Event of Default as provided in Section 8, ODOT may terminate this Agreement with notice to Recipient under any of the following circumstances:

- A. If ODOT anticipates a shortfall in applicable revenues or ODOT fails to receive sufficient funding, appropriations or other expenditure authorizations to allow ODOT, in its reasonable discretion, to make payment under this Agreement.
- B. There is a change in federal or state laws, rules, regulations or guidelines so that the uses of the Grant are no longer eligible for funding.

This Agreement may be terminated at any time by mutual written consent of the parties.

## SECTION 10 - MISCELLANEOUS

A. No Implied Waiver. No failure or delay on the part of ODOT to exercise any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

C. Notices and Communication. Except as otherwise expressly provided in this Agreement, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or ODOT at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

D. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.

E. Severability. If any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.

F. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of ODOT, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of ODOT.

G. Counterparts. This Agreement may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

- H. Integration. This Agreement (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Agreement.
- I. No Third-Party Beneficiaries. ODOT and Recipient are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- J. Survival. The following provisions, including this one, survive expiration or termination of this Agreement: Sections 2.E, 6 (excepting 6.H, Recipient Subagreements and Procurements), 7, 8, 10.B, 10.C, 10.L and 10.M.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Agreement.
- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to ODOT by its attorneys.
- M. Public Records. ODOT's obligations under this Agreement are subject to the Oregon Public Records Laws.

Recipient, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
 acting by and through its  
 Department of Transportation



**PORT OF HOOD RIVER**  
 acting by and through its  
 Board of Commissioners

By: \_\_\_\_\_  
 Jeff Flowers  
 Statewide Investments Management  
 Section Manager

By: \_\_\_\_\_  
 Michael McElwee,  
 Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
State Traffic Roadway Engineer

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
Samuel B. Zeigler, Senior Assistant Attorney General

**EXHIBIT A**

**CONTACT INFORMATION, USE OF FUNDS/ PROJECT DESCRIPTION AND REPORTING REQUIREMENTS**

**Contact Information:**

**ODOT**

State of Oregon, acting by and through its  
Department of Transportation  
555 13<sup>th</sup> Street, NE  
Salem, OR 97301

**Contract Administrator:** Cecelia Gilbert

**Telephone:** 503-986-3528

**Email:** cecelia.gilbert@odot.oregon.gov

**Recipient**

Port of Hood River  
Bridge Replacement  
1000 E. Port Marina Dr.  
Hood River, OR 97031

**Contact:** Michael McElwee, Executive Director

**Telephone:** 541-386-1138

**Email:** mmcelwee@portofhoodriver.com

**Use of Funds/ Project Description:** Funds will be used to complete 30% engineering, conduct traffic and revenue studies, support ongoing financial analysis, project management costs (including costs associated with engaging an owner’s representative), and legal and administrative costs for the replacement of the Hood River-White Salmon interstate bridge.

**Reporting Requirements:** All reports must be submitted to the Contract Administrator and [tami.weil@odot.oregon.gov](mailto:tami.weil@odot.oregon.gov).

**Schedule**

<b>Report Name</b>	<b>Frequency</b>	<b>Due Dates</b>
Project Performance Plan	One-Time	45 days after the Effective Date
Quarterly Report	Quarterly starting in 2022 through the Expiration Date	April 10 <sup>th</sup> , July 10 <sup>th</sup> , October 10 <sup>th</sup> , January 10 <sup>th</sup>
Annual Report	Annually starting in 2022 through the Expiration Date	July 10 <sup>th</sup>

## **Project Performance Plan**

Recipient shall submit to ODOT, using a template and instructions provided by ODOT, the following information in the Project Performance Plan:

1. Problem Statement
2. Goal
3. Rationales
4. Assumptions
5. Resources
6. Activities
7. Outputs
8. Short-Term Outcomes
9. Intermediate Outcomes
10. Long-Term Outcomes

## **Quarterly Reports**

Recipient shall submit Quarterly Reports to ODOT which shall include such information as is necessary for ODOT to comply with the reporting requirements established by 42 U.S.C. 802, guidance issued by the U.S. Treasury, and 2 CFR Part 200 (known as the “Super Circular”). The reports shall be submitted using a template provided by ODOT that also includes the following minimum information:

1. Expenditure Report
  - a) Quarterly Obligation Amount
  - b) Quarterly Expenditure Amount
  - c) Projects
  - d) Primary Location of Project Performance
  - e) Detailed Expenditures (categories to be provided by ODOT)
2. Project Status Update
  - a) Status of project: not started, completed less than 50 percent, completed 50 percent or more, completed.
  - b) Progress since last update including project outputs and achieved outcomes.
  - c) Identify barriers/risks to outcomes and describe actions taken to mitigate delays/risks to the overall project goal.
  - d) Optional: Share with ODOT community outreach/engagement or other positive local news stories.

## **Annual Reports**

Recipient shall submit to ODOT a report annually on the following, as applicable, using a template provided by ODOT:

1. How the Project is Promoting Equitable Outcomes, if applicable
2. How the Project is Engaging with the Community, if applicable



## **Administrative Costs**

Recipient shall also deliver to ODOT no later than April 15, 2025, an accounting of all of its direct administrative costs paid by this Grant accompanied by a certification statement that all such costs comply with the Act. Grant funds may not be used to pay for administrative costs incurred after the Obligation Deadline.

## EXHIBIT B – INSURANCE REQUIREMENTS

### 1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003 (if any) that its sub-recipients, contractors or subcontractors (“contractor”): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Recipient. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party. All references to “contractor” in this Exhibit refer to Recipient’s contractor as identified in this paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient’s subagreements with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient’s contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

### 2. TYPES AND AMOUNTS.

#### a. WORKERS COMPENSATION.

All employers, including Recipient’s contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability Insurance with limits not less than \$500,000 each accident. **Recipient’s contractors shall require compliance with these requirements in each of their subcontractor contracts.**

**b. COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Recipient’s contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than  \$1,000,000  \$2,000,000  \$5,000,000 per occurrence.

Annual aggregate limit shall not be less than  \$2,000,000  \$4,000,000  \$10,000,000.

**c. AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering Recipient’s contractor’s business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than  \$1,000,000  \$2,000,000  \$5,000,000.

**d. ADDITIONAL INSURED.**

The Commercial General Liability Insurance and Automobile Liability Insurance must include the “**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**” as an **endorsed** Additional Insured but only with respect to the contractor’s activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**e. “TAIL” COVERAGE.**

If any of the required insurance policies is on a “claims made” basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month

requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

**f. NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days’ written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**g. CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must endorse: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers’ Compensation.

**The Recipient shall immediately notify ODOT of any change in insurance coverage.**

**EXHIBIT C**  
**FEDERAL AWARD IDENTIFICATION**  
**(REQUIRED BY 2 CFR 200.332(A)(1))**

(i) Subrecipient* Name: <i>(must match name associated with UEI)</i>	Port of Hood River
(ii) Subrecipient's Unique Entity Identifier (UEI):	HEY5-15NP-YSN5-AD8P
(iii) Federal Award Identification Number (FAIN):	N/A
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	
(v) Grant period of performance start and end dates:	Start: March 3, 2021 End: December 31, 2026
(vi) Grant budget period start and end dates:	Start: March 3, 2021 End: December 31, 2026
(vii) Amount of federal funds obligated by this Grant:	\$5,000,000
(viii) Total amount of federal funds obligated to Subrecipient by pass-through entity, including this Grant:	\$5,000,000
(ix) Total amount of the federal award committed to Subrecipient by pass-through entity**: <i>(amount of federal funds from this FAIN committed to Recipient)</i>	\$5,000,000
(x) Federal award project description:	Coronavirus State Fiscal Recovery Fund
(xi) a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Transportation
c. Contact information for awarding official of pass-through entity:	Cece Gilbert, <a href="mailto:Cecelia.GILBERT@odot.oregon.gov">Cecelia.GILBERT@odot.oregon.gov</a>
(xii) Assistance listings number and title:	Number: 21.027 Title: Coronavirus State and Local Fiscal Recovery Funds
(xiii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiv) Indirect cost:	
a. Indirect Cost Allocation Plan (ICAP)	<input type="checkbox"/>
b. Is the 10% de minimis rate being used per 2 CFR § 200.414?	<input checked="" type="checkbox"/>
c. None	<input type="checkbox"/>

\* For the purposes of this Exhibit C, "Subrecipient" refers to Recipient and "pass-through entity" refers to ODOT.

\*\* The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.

**EXHIBIT D**  
**RECIPIENT REQUIREMENTS**

**1. Americans with Disabilities Act Compliance**

- a. State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility (“state highway”):
- i.** Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, “ADA”), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
  - ii.** Recipient shall follow ODOT’s processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
  - iii.** At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State’s Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT’s fillable Curb Ramp Inspection Form and instructions are available at the following address:  
  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
  - iv.** Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
  - v.** Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i.** Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.

- ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.

- iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.

- iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
- ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
- iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
- iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
- v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- vi. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

- 2. If the Project includes traffic signal or illumination improvements on or along a state highway, Recipient shall:

- a. Obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal or illumination, pursuant to Oregon Administrative Rule (OAR) 734-020-0430,
  - b. Enter into a separate traffic signal agreement with State to cover obligations for any traffic signal or illumination being installed on or along a state highway,
  - c. Ensure Recipient, or its contractor's, electrical inspectors possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on State highways. The State District Permitting Office shall verify compliance with this requirement prior to construction. The permit fee should also cover the State electrician's supplemental inspection,
  - d. Maintain, at the Recipient's expense, the pavement surrounding any vehicle detector loops installed in the Recipient street in such a manner as to provide adequate protection for said detector loops. Failure to do so may result in State requiring Recipient to repair or replace the damaged loops at Recipient expense. Future Recipient roadwork activities involving detector loops may also result in the same State requirements. Recipient shall also adequately maintain the pavement markings and signing installed in accordance with the approved signal plan sheets for the signal installation or current Manual on Uniform Traffic Control Devices standards,
  - e. Promptly report modifications to State's Region Traffic Engineer where Recipient has an agreement with State to modify signal timing and the Recipient modifies timing to add railroad or emergency vehicle preemption, bus priority, or other changes that affect vehicle or pedestrian clearances, or operation of the state highway. Any such timing modification shall comply with the ADA and Exhibit D – Recipient Requirements, paragraph 1; and
  - f. Ensure that all Project work and maintenance activities involving pedestrian-activated signals comply with the ADA and Exhibit D – Recipient Requirements, paragraph 1.
3. Recipient shall obtain a permit to occupy State right of way through the ODOT District Permitting Office prior to the commencement of construction.
  4. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life").
  5. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.



## **6. Work Performed within ODOT's Right of Way**

- a.** Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b.** If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c.** Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d.** Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

## **7. General Standards**

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

## **8. Website**

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A. Recipient shall notify the ODOT Contact in writing when the link changes during the term of this Grant Agreement.

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# Commission Memo



From: John Mann  
Date: May 3, 2022  
Re: Bridge Approach Overlay Project.

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Included in our 2021-2022 budget we have the bridge approach overlay project. In late 2021 we began having issues with potholes developing. We brought HDR Engineering in to evaluate the problem. With a 20-hole boring operation in September 2021 and extensive concrete testing it was determined our concrete deck was failing due to salt deposits and calcium build ups in the concrete. This occurred from back when salts were widely used for snow and ice road conditions. The bridge deck has calcium build up which weakens the concrete and the rebar inside the concrete. Mark Libby presented to the board on December 17, 2019 to talk about this issue. We then wrote an agreement to have Coffman Engineering provide repair options. Harvey Coffman spoke with the board on in January 2021 with an update in Michael's Directors report also in July 2021 about the repair options.

Three options were presented by Coffman Engineering. Complete deck demolition, epoxy overlay and a rubber membrane with asphalt overlay were presented as options. Port staff recommended the membrane asphalt repair rather than an epoxy overlay to solve the problem with the most cost-effective means. Coffman Engineering began preparing specifications and plans. This project is the most cost-effective means of protecting the bridge long term. The rubber membrane with an asphalt overlay will keep water and air away from the concrete surface eliminating the degradation process. Once the deck is sealed off from water and air the deterioration stops.

The Port went out to bid March 21, 2022, for this work. The project involves lengthy, full bridge closures. The bid schedule has the base bid at 7-day full closure and alternate one is for completion in 5 days, and alternate two is for completion of the work in 3 days. Each alternate will be more expensive based on each shortened work window. It was determined through discussion with the engineers that it would not be possible to allow traffic to cross during this operation due to the installation requiring full bridge closure to get a high-quality installation. HDR and John Mann have previously presented to the board about the repair process and bridge closure durations. We will determine the best option when bids come in on May 3, 2022, at 10:00am and we will update the board on our recommendation at the board meeting that same day. It is possible that our budget will only support the base bid for the project which would involve a complete 7-day closure. In order to be sure we get the best installation possible, traffic will not be allowed across at any time during the closure period. There simply aren't options for single lane closures or to allow traffic between various portions of the work. The bridge can't be traveled on between the grinding and the overlay asphalt installation. A seamless product is how we keep the water and air out and this cannot be achieved if we were to allow traffic on the surface while its being repaired.

The Port staff will do an extensive public outreach prior to the project. The impact to the community is large and we understand this. We will work with the board May 3, 2022 to determine which alternate and the shortest closure time our budget will support. Work for this project will begin late May early June 2022.

**RECOMMENDATION: Specific action to be determined May 3:** Port staff will provide a contract with our recommendation, time frame of closures, and cost not to exceed amount once they have been received Tuesday.