



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, April 21, 2020
Via Remote Video Conference, Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 - b. Public Comment – Written public comment received via email (*Genevieve Scholl, Page 3*)
 2. Consent Agenda
 - a. Approve Amendment No. 1 with OTAK for Consulting Services Related to Bridge Replacement (*Kevin Greenwood, Page 39*)
 - b. Approve Contract with Bulldog Welding for Welding Services on the Bridge Not to Exceed \$25,600 (*John Mann, Page 43*)
 - c. Approve Change Order with Tapani, Inc. for Irrigation Waterline Install at Airport Not to Exceed \$3,700 (*Anne Medenbach, Page 57*)
 3. Presentations & Discussion Items
 - a. Preliminary Traffic Modeling Report – DKS Associates (*Michael McElwee, Page 61*)
 - b. Steve Gates Memorial Project Update – Mike Zilis (*Daryl Stafford, Page 83*)
 - c. Preliminary Bridge Load Rating (*Michael McElwee, Page 105*)
 - d. All Electronic Tolling Launch Update (*Fred Kowell, Page 115*)
 4. Reports
 - a. Bridge Replacement Update (*Kevin Greenwood, Page 117*)
 5. Director's Report (*Michael McElwee – Page 123*)
 6. Commissioner, Committee Reports
 7. Action Items
 - a. Approve COVID-19 Rent Relief Policy (*Anne Medenbach, Page 141*)
 - b. Approve Contract with Aron Faegre for Airport Hangar Design Not to Exceed \$15,000 (*Anne Medenbach, Page 145*)
 - c. Adopt Resolution 2019-20-6 Clarifying Language in the Prior Resolution 2019-20-5. (*Fred Kowell, Page 151*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) real estate negotiations and ORS 192.660(2)(h) legal consultation on current litigation or litigation likely to be filed.
 10. Possible Action
 11. 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.*

Commission Memo



Prepared by: Genevieve Scholl
Date: April 21, 2020
Re: Public Comment Recieved

The following pages provide a compilation of public comment received via email before Friday, April 17, 2020.

RECOMMENDATION: Informational.

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Genevieve Scholl

From: Anderson Manly [REDACTED]
Sent: Wednesday, April 15, 2020 8:54 PM
To: porthr@gorge.net
Subject: Price increase to cross the bridge?

I just read that the Port of Hood River plans to increase the Hood River Bridge crossing to \$5.00 if you don't use Breeze-by...WHAT THE ACTUAL F [REDACTED]?! ARE YOU ALL OUT OF YOUR F [REDACTED] MINDS?! The country's unemployment rate is skyrocketing due to the current coronavirus situation, stimulus checks have gone out to help those affected try to make ends meet, and you clowns have increased the cost to cross a 100+ year old bridge by 250%!!?

Who's g [REDACTED] n idea was this?

--

+-----+

Anderson Manly
andersonmanly@gmail.com

+-----+

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Genevieve Scholl

From: Archer Mayo [REDACTED]
Sent: Wednesday, April 15, 2020 9:20 PM
To: porthr@gorge.net
Subject: 10 round trip toll

This is off of the charts unbelievable. A three dollars ancillary fee?
So many people have unstable vehicle access or limited banking yet need to cross for work. Breeze-by is a luxury that not all of us can have.

This is seriously wrong.

Archer and Naomi Mayo.

White salmon

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Genevieve Scholl

From: Chris Taylor [REDACTED]
Sent: Thursday, April 16, 2020 7:28 AM
To: porthr@gorge.net
Subject: Bridge toll increase for photo tolls concern

Dear Port Authorities-

I've just read that you will be adding a \$3 per one way trip toll to every vehicle without a breeze by.

I feel this will divide our community in a time we need unity the most. The roundtrip cost will be too high to encourage visitors to cross the bridge, leaving the towns on the Washington side to struggle with attracting tourists.

Locals without bank accounts will also be impacted, but I assume you have programs to help out those individuals who know to ask.

Is there any compromise possible? What about \$5 per round trip? Group the travel trips for one day, even a weeks worth of trips into a single charge?

Please reconsider this 150% rate hike, especially now when every dollar counts for everyone.

Sincerely

Chris Taylor
Founder and GM
Camp 1805 Distillery & Bar
[REDACTED]

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Genevieve Scholl

From: Claire Gilchrist [REDACTED]
Sent: Thursday, April 16, 2020 2:26 PM
To: porthr@gorge.net
Cc: mayor@bingenwashington.org; Mayor@ci.white-salmon.wa.us
Subject: New Tolling plan - feedback

Hello,

I am writing to express my concerns about the tolling announcement posted today (pay-by-plate system).

As a White Salmon resident who works in Hood River, I greatly value the bridge and the way it allows our two communities to support each other. This announcement raised two considerable concerns for me:

- 1) It will be very difficult for some at-risk members of our community to gain access to the reduced (breeze-by) tolling price, because they may not have an active bank account or with the capacity to set it up.
- 2) It has the high likelihood of having a negative impact on Washington businesses, which make up an integral and interconnected part of the larger Gorge community. One of the primary industries that supports our local economy is tourism. A much greater percentage of available tourist accommodation is on the Oregon side of the river. With the new cost of \$10 per round trip, tourists staying in Hood River will be much less likely to drive to the Washington side to go to a winery, restaurant, or activity. This is not simply a 'Washington' problem, because the economies of Hood River, Bingen, White Salmon, and the surrounding communities are intricately linked. Of course, if this announcement is only planned through state closures of businesses, this feedback will not apply with the same strength. However, I did not see any time limit or future plans in the press release.

Currently, our local economies are in crisis. This seems to me like a very poor time to add further strain to a large number of small businesses. I would like to know first whether there is a time limit for this new policy. If there is no time limit, I'd like to know what other options were considered, such as having a third option of 'exact change' cash collection, where people who had 8 quarters or 2 dollar bills could get through without the \$3 surcharge (as have done some toll roads in other parts of the country). I would also like to know how this decision was made without consultation of the local mayors, as it will significantly impact our communities.

Thank you for your time and consideration.

Claire Gilchrist
White Salmon resident
[REDACTED]

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Genevieve Scholl

From: [REDACTED]
Sent: Thursday, April 16, 2020 12:02 PM
To: Genevieve Scholl
Subject: RE: Contact Form Submission from Port of Hood River Website

Thank you for your response. This is still over the top for the conditions we're experiencing. Maybe the Port Commissioners should take a trip to visit the Cascade Locks toll booth. They have a container for money and have kept an Employee working.
Thank you for listening.
Barbara Ritoch

Sent via the Samsung Galaxy S9, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: Genevieve Scholl <gscholl@portofhoodriver.com>
Date: 4/16/20 9:01 AM (GMT-08:00)
To: Barbara Ritoch [REDACTED]
Subject: RE: Contact Form Submission from Port of Hood River Website

Thank you for taking the time to write to us, Barbara - yes, that extra fee is a big sticker shock to everyone.

This new system is still coming together and there are lots of details to work out in the next couple of weeks, but one thing we are working on right now is timing the billing to not happen for 7 days after the crossing. The \$3 fee is tied to the billing (DMV registration look up, printing, mailing, payment processing, etc.) so, if a person pays their toll within that 7 days, they would only pay the regular \$2 toll, and not get that \$3 fee.

It's a complicated system and we are working on how to get that info to visitors and commuters alike, so please stay tuned.

One thing folks often miss about BreezeBy is that you don't actually need a bank account (or even ID) to get a BreezeBy account. All you need is a car with a license plate. We have many customers that top up their accounts with cash weekly, and get that \$1 toll instead of the \$2 cash toll. If you do not yet have a BreezeBy account and would like to get one, it's a much better deal on the tolls. We are happy to help you set up an account – there's no need to come to the office and we will mail your transponder to you with instructions.

I will pass on your email to the Commission, but wanted to be sure you knew about those things as well.

Stay well!

Genevieve Scholl

Special Projects Manager

Port of Hood River

<https://portofhoodriver.com>

<http://facebook.com/PortofHoodRiver>

<http://twitter.com/PortofHoodRiver>

(541) 386-6145

From: Web Reporting <DoNotReply@portofhoodriver.com>
Sent: Thursday, April 16, 2020 8:52 AM
To: Genevieve Scholl <gscholl@portofhoodriver.com>
Subject: Contact Form Submission from Port of Hood River Website

This was entered into the Contact Form on the Port of Hood River Website:

Name: Barbara Ritoch

Email: [REDACTED]

Message: I am appalled at your decision to use an outside company to handle bridge tolls. People cant even afford food and rent yet you will charge them 5 dollars each way if they dont have a transponder. Not much community spirit. Very disappointing.

▪

Genevieve Scholl

From: Heather Whidden [REDACTED]
Sent: Thursday, April 16, 2020 7:47 PM
To: Genevieve Scholl
Subject: Re: Plate by State tolls on an outdated bridge.

I still disagree with it and feel that it puts unnecessary pressure on folks that have already suffered so much. Some would call it taking advantage of the vulnerable in a time of crisis.

Thanks again,
Heather Whidden

On Thu, Apr 16, 2020 at 6:19 PM Genevieve Scholl <gscholl@portofhoodriver.com> wrote:

Thanks for asking for clarification - this is all happening because of the COVID-19 pandemic. It's not intended to be permanent and we want to return to normal operations as soon as it is safe to do so.

Genevieve Scholl
Special Projects
Port of Hood River

From: Heather Whidden [REDACTED]
[REDACTED]
Subject: Re: Plate by State tolls on an outdated bridge.

Hello Genevieve,
There is some confusion on Facebook about whether this new policy is permanent or temporary. Your Email indicated that this is a new policy. Is this temporary or permanent?
Thank you,
Heather Whidden

On Thu, Apr 16, 2020 at 9:18 AM Genevieve Scholl <gscholl@portofhoodriver.com> wrote:

Good morning and thank you for your email, Heather - yes, that new pay-by-plate fee is a big sticker shock to everyone.

This new system is still coming together and there are lots of details to work out in the next couple of weeks, but one thing we are working on right now is timing the toll billing (for folks who don't have BreezeBy) to not happen for 7 days after the crossing. The \$3 fee is tied to the billing (DMV registration look up, printing, mailing, payment processing, etc.) so, if a person pays their toll within that 7 days, they would only pay the regular \$2 toll, and not get that \$3 fee.

It's a complicated system and we are working on how to get that info to visitors and commuters alike, so please stay tuned.

One thing folks often miss about BreezeBy is that you don't actually need a bank account (or even ID) to get a BreezeBy account. All you need is a car with a license plate. We have many customers that top up their accounts with cash weekly, and get that \$1 toll instead of the \$2 cash toll.

I will pass on your email to the Commission, but wanted to be sure you knew about those things as well.

Stay well!

Genevieve Scholl

Special Projects Manager

Port of Hood River

<https://portofhoodriver.com>

<http://facebook.com/PortofHoodRiver>

<http://twitter.com/PortofHoodRiver>

(541) 386-6145

From: Heather Whidden [REDACTED]
Sent: Wednesday, April 15, 2020 10:45 PM
To: porthr@gorge.net
Subject: Plate by State tolls on an outdated bridge.

Dear Port of Hood River,

As a resident of the Columbia Gorge for 29 years, I am outraged by this new toll pay method and the expense of it in the Gorge! Although the Breeze By Pass is a great deal, many residents on both sides of the river live pay check to pay check and don't have credit cards or the money to put out for a Breeze By pass.

As well, we have many visitors to the Gorge who will have to pay this outrageous fee for an antiquated bridge that is deemed unsafe by many residents. You are charging prices that are charged on a new, more modern bridge. I am

outraged by this move and feel that it limits more people to go across a bridge that you can't even walk across or ride your bike across. It is an unfriendly and economically limiting move on your part.

Give us a new bridge, that is safe and user friendly before you raise your prices to some outrageous fee. Again, I am outraged by this move as I am sure many others are.

Please reconsider your decision and make the bridge more accessible to all.

Sincerely,

Heather Whidden

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Genevieve Scholl

From: Leigh Hancock [REDACTED]
Sent: Thursday, April 16, 2020 10:17 AM
To: Porthr@gorge.net
Subject: Toll increase

Dear Port Directors,

I am writing out of concern for the proposed \$10 RT toll on the Hood River bridge, for drivers who do not have BreezBy accounts. While I myself do have BreezBy, I know that many of our more vulnerable residents do not--and for various reasons will not be able to access this system.

This new system places an unfair burden on our poorer residents (including farmworkers, grocery workers and the growing number of unemployed people), at a critical time when many are suffering from the fallout of COVID-19. It is unconscionable for the Port to add exorbitant charges to a population that are already in danger of joblessness, homelessness and hunger.

I am curious how the Port came up with the \$3 ancillary fee. I assume it is there to cover the costs of the new pay-by-plate system. Perhaps it would be better for the Port to assume those costs as part of necessary infrastructure for doing business in the 21st century.

Thank you for your consideration.

Leigh Hancock

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Genevieve Scholl

From: Martha Durkee-Neuman [REDACTED]
Sent: Thursday, April 16, 2020 8:57 AM
To: Porthr@gorge.net
Subject: Raising the toll hurts our most vulnerable

Hi Port Folks,

It was brought to my attention that you are considering raising the cash toll to cross the bridge to \$5. This is inappropriate and outrageous. Many members of our community commute daily across the bridge and the folks who are not able to have Breezebys are the folks in our community that will be the hardest hit by raising the toll.

Usually if someone is unable to obtain a Breezeby it is because they don't have a bank account or don't have sufficient balance in a bank account to maintain one. So to raise only the cash toll penalizes the poor and most vulnerable in our Gorge community.

I strongly recommend that you reconsider this proposal and move to protect our poor and working class people.

Thank you, let me know if you have any questions,
Martha

--

Martha Durkee-Neuman
[REDACTED]

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Genevieve Scholl

From: Martin cD [REDACTED]
Sent: Thursday, April 16, 2020 5:21 PM
To: Genevieve Scholl
Subject: Re: Breeze by updates

Genevieve,

Thanks for responding on this subject. I'm a local Hood River resident who falls under the category of needing to get a BreezeBy for my car for my occasional trip across the river. Which is no hardship on me and will get that done soon.

I also manage a program in Hood River that serves farmworkers and can't help but think as essential workers that need to travel back and forth on the bridge the timing is off and will disproportionately affect those that can least afford the additional cost or time to remedy the additional fee. During this time tourists are in short supply as we all should be staying home unless we are deemed, essential workers. Essential workers we are now finding are workers on the low end of the pay scale. Maybe the Port can at least consider a delay until stay at home orders are lifted or use data on current breezeby holders now vs non holders and then wage a PR campaign to get more people to sign up and hopefully you would see an increase in sign-ups.

Regards,

Martin Campos-Davis
[REDACTED]

On Thu, Apr 16, 2020 at 9:22 AM Genevieve Scholl <gscholl@portofhoodriver.com> wrote:

Thank you for the question, Martin – Marcela is working on the Spanish translation now. We don't yet have an appointment with Radio Tierra, but we will be sure to send the Spanish version press release to them asap.

A couple of other bits of info that you may be able to share -

This new system is still coming together and there are lots of details to work out in the next couple of weeks, but one thing we are working on right now is timing the toll billing (for folks who don't have BreezeBy) to not happen for 7 days after the crossing. The \$3 fee is tied to the billing (DMV registration look up, printing, mailing, payment processing, etc.) so, if a person pays their toll within that 7 days, they would only pay the regular \$2 toll, and not get that \$3 fee.

It's a complicated system and we are working on how to get that info to visitors and commuters alike, so please stay tuned.

One thing folks often miss about BreezeBy is that you don't actually need a bank account (or even ID) to get a BreezeBy account. All you need is a car with a license plate. We have many customers that top up their accounts with cash weekly, and get that \$1 toll instead of the \$2 cash toll.

I will pass on your email to the Commission, but wanted to be sure you knew about those things as well.

Stay well and thank you,

Genevieve Scholl

Special Projects Manager

Port of Hood River

<https://portofhoodriver.com>

<http://facebook.com/PortofHoodRiver>

<http://twitter.com/PortofHoodRiver>

(541) 386-6145

From: Martin cD [REDACTED]
Sent: Wednesday, April 15, 2020 9:33 PM
To: porthr@gorge.net
Subject: Breeze by updates

Will there be a translation in Spanish available? I'd like to be able to help get the word out to the Spanish speaking population in the gorge on the need to get a breeze by. Also, will someone from the port be speaking on Radio Tierra?

Thanks

Martin Campos-Davis
[REDACTED]

Genevieve Scholl

From: Patricia Newman [REDACTED]
[REDACTED] April 17, 2020 9:06 AM
To: porthr@gorge.net
Subject: increase toll

Now is not the time to increase tolls when half of the US is unemployed! Why would you want to unfairly target the residents or visitors from Washington? Please justify your rationale...

Sent from [Mail](#) for Windows 10

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Genevieve Scholl

From: Pikey Tolmie [REDACTED]
Sent: Thursday, April 16, 2020 9:37 AM
To: porthr@gorge.net
Subject: Proposed fee increase on Hood River Bridge

Dear Port Authorities,

I am writing to express my deep concern for the fee increases you are proposing for the Hood River Bridge. While most residents will be able to participate in the Breeze-By program, some cannot. You must make the program available to those people by providing everyone access to your program, perhaps a kiosk where anyone can pay and be part of your Breeze-By system.

People must not be penalized by paying a fee 5 times higher than those with transponders. It is very important you are fair with the community you take money from. Please use your vast resources to come up with a plan that does not put people without the luxury of the required amenities your system demands in a very disadvantageous position

Charging a \$10.00 round trip fee for non transponder equipped vehicles, ie tourist and visitors will result in decreasing revenues to businesses on the Washington side and redirecting those revenues for Hood River businesses. This is flat out wrong.

Your latest proposal clearly is in the interest of and most primarily benefits Hood River. Please develop a plan that encourages equal benefit and equal responsibility on both sides of the river.

Crystal Tolmie
White Salmon, WA

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Genevieve Scholl

From: Ryan Ernst [REDACTED]
Sent: Thursday, April 16, 2020 2:26 PM
To: porthr@gorge.net
Subject: \$5 trip

Hi,

I think you are taking advantage of people who are unable to use your system. I think it's even more damnable that you would choose to do it while people continue to lose jobs. I really hope the morons that came up with idea will feel the same fate as those who have been let go. Sound ugly? If so, please feel free to send me five dollars because then maybe you'd understand how it feels.

Have a terrible day.

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Genevieve Scholl

From: Sheena Dave [REDACTED]
Sent: Friday, April 17, 2020 11:55 AM
To: Genevieve Scholl
Cc: Kevin Greenwood
Subject: Re: Hood river bridge

Thank you both for your response. I have not read through all the information yet but I appreciate it. Thank you. I'm curious, was there ever thought put into possibly adding a condition that would give those who are employed in HR but residing in Washington a further discounted rate? Have you done a study to see how many people are coming to Oregon vs. Oregon to Washington? The numbers of those supporting the bridge, I assume, have hugely been Washingtonians traveling to Oregon so they may work or shop. I feel that a possible "appreciation" to those who have faithfully given towards this project for years are the ones that are continually being burdened by price increases. I thoroughly understand the need to raise the funds to support the bridge safety & upkeep and possibly a new bridge, but I have been hearing that the tolls being raised 25 years ago was going towards this exact cause. That's what is perplexing to me as well as many others.

A program like this would be pretty awesome. If you worked with businesses in HR, it absolutely could be considered a work benefit. I imagine your new "Breezeby" program could easily be engineered to add in such a provision. Thus, allowing this change to be an easier pill to swallow.

Just my 2cents.

Thank you for your time & hearing me.

Stay safe and bless you all.
Sheena Chapman

Sent from my iPhone

On Apr 17, 2020, at 9:45 AM, Genevieve Scholl <gscholl@portofhoodriver.com> wrote:

Good morning, Sheena and thank you for your email. Kevin forwarded it to me to answer your questions.

First – the Port is a public agency, toll revenues are public money that are controlled by a locally-elected, 5-member board of Commissioners. There is a process for budget planning, and there is an audit every year and those are both public record as well. Attached is a Public Records Request form that you could use to submit your request, or you could visit our website for easily accessible details:

Budgets back to 2015: <https://portofhoodriver.com/about-the-port/budget-finance/>
Bridge Replacement Project: <https://portofhoodriver.com/bridge/bridge-replacement-project/>

I really appreciate your sharing your history with the bridge. First question is – do you and your mom have BreezeBy transponders? If not, we need to get you on BreezeBy right away because otherwise you are unnecessarily paying twice the toll you should! When the bridge was originally constructed in 1924, the toll was 75 cents. Breezeby toll is now \$1. That's almost 100 years with very little increase in toll

rates. This is largely due to local control – locally elected folks work hard to keep the toll rates down, and BreezeBy is the best way to do that.

It's a common misconception that you need a bank account to have Breezeby – you don't. You don't even need an ID. You only need a vehicle with a license plate and a mailing address. We have lots of customers that top up their account once a week with cash and get that lowest toll without a bank account. We want to have everyone – especially everyone like you who live in WA and work in OR – to get their Breezeby transponders before May 1 so you will always pay the lowest rate possible, never get a toll bill, and never get that \$3 fee.

The \$3 fee is tied to the toll billing for someone who doesn't have a transponder, and it pays for the DMV registration look up, printing, mailing, payment processing, etc. That bill doesn't happen for 7 days after a crossing, so right now we are trying to create a process where someone could pay their cash toll rate before that 7 days and avoid the fee as well. BUT – it's still better to have BreezeBy because the cash toll rate is twice as much.

Please let me know if you have BreezeBy or need to open a new account – we want to help everyone do that asap. You can add multiple vehicles to the same account as well.

Thank you and stay well!

Genevieve Scholl
Special Projects Manager
Port of Hood River
<https://portofhoodriver.com>
<http://facebook.com/PortofHoodRiver>
<http://twitter.com/PortofHoodRiver>
(541) 386-6145

From: Kevin Greenwood <kgreenwood@portofhoodriver.com>
Sent: Friday, April 17, 2020 7:43 AM
To: Genevieve Scholl <gscholl@portofhoodriver.com>
Subject: Fwd: Hood river bridge

Gen,

Received this this morning....

Kevin Greenwood
Bridge Replacement Director
Port of Hood River
(541) 436-0797
kgreenwood@portofhoodriver.com
<http://portofhoodriver.com>

Begin forwarded message:

From: Sheena Dave [REDACTED]
Subject: Hood river bridge
Date: April 17, 2020 at 3:47:49 AM PDT
To: kgreenwood@portofhoodriver.com

To whom it may concern:

Hello, just curious if you could provide where I may look at where the toll bridge income statements are published. Meaning the budgets for the last 20 yrs??? I'm assuming there's checks and balances in where that income has been spent. And where we can see why a enormous increase should be required. So I'd like to review where my \$\$ when since I was passing through there several times a day.

For a minute Sit in my shoes;

After basketball practice at White Salmon, I'd rush over to Shari's in HR to be a hostess, 6PM. I'd be done by 9 or 10. It was my first job. I was being paid like \$5.50/ hr hostessing so I had to make two payments to the toll once I gained my DL. But before that I needed my mom to drive & pick me up. So my mom would have to make 4 trips to get me to work. If it weren't for me "spectacular personality" (lol) to work my way to a waitress and save enough money for my own car my mom was paying more money in toll to get me there & back than it was worth hourly! I just don't understand how it's been 25+ years and all the raised fees have been enforced with the promise of bridge widening and here I am, still listening to this BS 25 years later. For anyone who lives on the Washington side and works in the more populous HR will Be paying (if making min. Wage, \$11.70/hr? I think) \$10 a day min. To the toll bridge just m to be able to work for thier job!!! An entire hour of thier day going straight to tolls? Does that even seem fair??? Especially back in my hostess situation. I'd work three hours but have to pay 1 hour of my job to cross the bridge? Unbelievable! Again, would love to see where the tolls over the last 25 yrs have been going. Where does one find this information.

Thank you for your time and hopefully you can understand how egregious this increase may be to others well being. Be empathetic! Be human!

Thank you for your time & consideration.

Sheena Chapman

[REDACTED]

[REDACTED]

<Public Records Request_2012 Update.doc>

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Genevieve Scholl

From: Stacia Zabadal [REDACTED]
Sent: Wednesday, April 15, 2020 9:16 PM
To: porthr@gorge.net
Subject: Outragous!

\$5 each way is outrageous. Really can't install a credit card or dollar bill payment at the gate? I do have breeze-by, but for those who don't, I think this is absurd. Just writing to express my opinion.

Stacia Zabadal
[REDACTED]

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Genevieve Scholl

From: William Ayer [REDACTED]
Sent: Friday, April 17, 2020 10:43 AM
To: Porthr@gorge.net
Subject: \$10 Round trip on the Bridge?

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Port,

Do you really think that charging \$10 for a round trip across the bridge during a global pandemic is a good idea?

People are dying. People have lost their jobs. People are fighting to avoid losing their businesses.

Our communities are pulling together create protective equipment to frontline workers, help families in need, and to support local businesses any way possible.

I'm sure that having the bridge toll revenue drop to zero puts the port in a very difficult situation, but guess what, that's what *most* businesses are going through right now.

Unlike most businesses in the gorge, when this is over, the port will still have a monopoly on crossing the Columbia, and the revenues that come from all that waterfront property.

Charging a "\$3 ancillary fee" per crossing is highway robbery when every small business in the region is fighting for their survival.

Sincerely,

William Ayer

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Commission Memo



Prepared by: Kevin Greenwood
Date: April 21, 2020
Re: Otak Consulting Contract Amendment No. 2

Chuck Green, Senior Planner/Engineer at Otak, Inc., has provided valuable technical assistance since the beginning of the NEPA process. His first-hand experience working on the prior planning efforts has been provided valuable insight for the Port's efforts.

Otak's original contract was approved in February 2018 for \$20k and amended in June 2018 to add \$30k. The Port currently has an open balance of \$14k on this contract, but the contract expires June 30, 2020. The Port will continue to rely on Green through June 2021, especially on engineering, cost to complete, contingency, and contract-related issues that will increase as the project concludes.

Amendment No. 2 does not add budget capacity, but solely extends the term of the Contract to June 2021. Services provided by Otak by this Amendment will be reimbursed from the \$5 million grant from the State of Oregon identified in the 2017 Transportation Bill.

Green has provided a scope of work and cost for developing a bid process for selecting a bridge engineering firm. If it makes sense for the Port to pursue an engineering team (likely in early 2021) the Commission may want to approve a second amendment to the contract to allow for Otak to facilitate the bid process.

RECOMMENDATION: Authorize Amendment No. 2 to the Contract with Otak, Inc. for consulting services related to bridge replacement.

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**AMENDMENT NO. 2
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 2 to Personal Services Contract ("Contract") is entered into this **21st day of April, 2020** by and between Otak, Inc. ("Contractor") and the Port of Hood River, an Oregon Special District ("Port").

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated January 10, 2018 for National Environmental Policy Act ("NEPA") technical assistance associated with obtaining a Final Environmental Impact Study (FEIS) for the future replace of the Hood River Bridge ("Project"); and

WHEREAS, Amendment No. 1 was executed on June 19, 2018 and increased the contract amount to \$50,000 to accommodate additional work; and the termination date extended to June 30, 2020

WHEREAS, the Contract term needs to be extended through June 30, 2021 to allow Contractor to provide the Contract services stated in the original Personal Services Contract and Amendment No 1;

NOW, THEREFORE, Port and Contractor agree that the Contract including Amendment No. 1 is extended through June 30, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be duly executed effective the day and year first above written.

Otak, Inc.

Port of Hood River

Chuck Green
Senior Project Manager
700 Washington St., Suite 300
Vancouver, WA 98660

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

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Commission Memo



Prepared by: John Mann
Date: April 21, 2020
Re: Bridge Deck Welding – Bulldog Welding

The Port needs to conduct welding operations on the bridge deck several times per year to keep up with needed maintenance. Staff has contracted in the past with Bulldog Welding, whose crews have been trained in the specific welding needed on the grated steel bridge deck.

The attached contract would provide four (4) welders and equipment for ten (10) working days on the bridge with a not to exceed amount of \$25,600. This work would take place April 20th through May 1st between 7:30am -3:00pm Monday through Friday for this two-week period.

With the reduced traffic we are experiencing on the bridge, staff feels it is an optimum time to complete this work. Because a break in Bulldog's schedule allowed a start date of April 20, the day before the scheduled Commission meeting, the Executive Director executed the contract.

RECOMMENDATION: Ratify contract with Bulldog Welding for bridge deck repair welding not to exceed \$25,600.

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PUBLIC WORKS CONTRACT
 between
PORT OF HOOD RIVER, OREGON
 And
Bulldog Welding.

**THIS CONTRACT SHALL BE BINDING ON THE PORT
 ONLY IF IT IS SIGNED BY THE AUTHORIZED DESIGNEE**

This Small Construction Contract ("Contract") is made by and between Port of Hood River, Oregon ("Port ") and Columbia River Contractors Inc. ("Contractor"). The parties agree as follows:

Project Title: Bridge Welding Spring 2020

Purpose: To weld bridge decking starting on the north end of the south bound lane and completing as much welding as possible in the 10 day period.

Location of Work: 1000 E Port Marina Drive Hood River, OR. 97031

CONTRACTOR DATA

Contractor must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor.

Full Business Name: Bulldog Welding & Specialties, LLC.

Contact Person: Sheanna Schacher

Address: 6876 Wells Rd

City, State, ZIP: The Dalles OR. 07058

Business Telephone: 541-769-0556

Fax:

Email:

Oregon CCB License Number: 155219

Contract Amount Not To Exceed: \$25,600.00

***All information in this contract is subject to public records law.**

TERMS AND CONDITIONS

1. **Effective Date and Termination Date.** This Contract becomes effective on the Contract Start Date or the date on which the Contract is fully executed by both parties, whichever is later. No party shall perform work under this Contract before the effective date.
 - a. Contract Start Date: April 20 , 2020
 - b. Anticipated Final Completion Date: May 1, 2020
 - c. "Work Time In Calendar Days": 10 working days
2. **Contractor's Agreement to Provide Services.** Contractor agrees to provide the Port the services described in Exhibit A.
3. **Statement of Work.** Except as otherwise provided by the Port, as set forth below, Contractor shall furnish all labor, materials, services, tools and machinery necessary to perform the work described in Exhibit A.
4. **Payment for Work.** The Port agrees to pay Contractor in accordance with Exhibit A. Unless otherwise provided in Exhibit A, payments are due and payable thirty (30) days from receipt of Contractor's complete invoice. If applicable, the Port may withhold retainage pursuant to ORS Chapter 279C.
5. **Contract Documents.** The contract documents consist of the following documents which are listed in descending order of precedence: this contract; exhibits to this contract, including:
 - Exhibit A – Statement of Work, Compensation, Payment agreed to in writing prior to signing.
 - Exhibit B – Insurance Requirements
 - Exhibit C – Certification Statement for Corporation or Independent Contractor
 - Exhibit D – Workers' Compensation Exemption Certification, applicable only if Contractor is claiming to be exempt

- Exhibit E – BOLI Prevailing Wage Rates current version incorporated by reference only
- Exhibit F – Request for Quotation; N/A as it is an emergency repair
- Exhibit G – Contractor’s Response to Quotation
- Exhibit H – W-9 Taxpayer Identification Number and Certification. To be submitted to Port.
- Exhibit I – ORS Chapter 279C Standard Terms for Public Works
- Exhibit J – ORS Chapter 279B Standard Terms
- Exhibit K – ORS Chapter 279C Standard Terms for Public Improvement Contracts

A conflict in the contract documents shall be resolved in the priority listed above with this Contract taking precedence over all other documents. The contract documents represent the entire agreement between the parties, and shall supersede any prior representation, written or oral.

6. **Subcontracts and Assignment.** Contractor may not subcontract, assign, or transfer any of its interest or duties, under this Contract without the prior written consent of Port. Port may withhold such consent for any or no reason. If Port consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Port. This Contract is not assignable by the Contractor, either whole or in part, unless the Contractor has obtained the prior written consent of the Port.
7. **Other Contractors.** Port reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the Port. When requested by Port, Contractor shall coordinate its performance under this Contract with such additional or related work.
8. **Nonperformance.** As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Port, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, secure the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services. For purposes of this section, nonperformance shall be defined as failure to appear and perform work as specified and scheduled.
9. **Escalation.** Any price or cost adjustments shall be submitted to the Port by the Contractor prior to the time in which such changes are to become effective and work is performed. The Port reserves the right to reject any modifications of the Contract unacceptable to the Port.
10. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - a. Mutual: Port and Contractor may terminate this Contract at any time by written agreement.
 - b. Port’s Sole Discretion: Port in its sole discretion may terminate this Contract for any reason on 30 days’ written notice to Contractor.
 - c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.
 - d. Contractor Licensing, etc.: Notwithstanding paragraph 10(c), Port may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.
 - e. Payment on Early Termination. Upon termination pursuant to Section 10, “Early Termination,” Port shall pay Contractor as follows:
 1. If Port terminates this Contract for its convenience under Section 10(a) or 10(b), then Port must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Port shall not be liable for any direct, indirect, or consequential damages. Termination by Port shall not constitute a waiver of any other claim Port may have against Contractor.
 2. If Contractor terminates this Contract under Section 10(c) due to Port’s breach, then Port shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.
 3. If Port terminates this Contract under Sections 10(c) or 10(d) due to Contractor’s breach, then Port must pay Contractor for work performed before the termination date less any setoff to which Port is entitled and if and only if Contractor performed such work in accordance with this Contract.
11. **Remedies.** In the event of breach of this Contract the parties shall have the following remedies:
 - a. If terminated under 10(c) by the Port due to a breach by the Contractor, the Port may complete the work either

- itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the Port the amount of the reasonable excess.
- b. In addition to the remedies in Sections 9 and 10 for a breach by the Contractor, the Port also shall be entitled to any other equitable and legal remedies that are available.
 - c. If the Port breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments for which the Contractor has completed the work.
12. **Changes in the Work:** The Port reserves the right to adjust the scope of the work by written change order if required by unforeseen circumstances.
 13. **Inspection and Acceptance of Work.** Port shall inspect Contractor's work and advise Contractor of any deficiencies, or if there are none, that the work has been accepted. Contractor shall perform all additional work necessary to correct any deficiencies without undue delay and without additional cost to Port.
 14. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws applicable to public contracts, to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the attached Exhibits and the following:
 - a. ORS 279A.110: Contractor shall certify in the documents accompanying the bid or offer that the Contractor has not discriminated and will not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.
 - b. ORS 671.560, 701.055: If Contractor is performing work as a landscape Contractor as defined in ORS 671.520(2), Contractor must have a current, valid landscape Contractor's license issued under ORS 671.560. If Contractor is performing work as a Contractor as defined in ORS 701.005(2), Contractor must have a current, valid construction Contractor's license issued under ORS 701.701.055. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify Port immediately if any license, permit, or certification required for performance of this Contract shall cease to be in effect for any reason.
 15. **Hazardous Materials.** Contractor shall notify Port before using any products containing hazardous materials to which Port employees, students, or the general public may be exposed. Products containing hazardous materials are those products defined by Oregon Administrative Rules, Chapter 437. Upon Port request, Contractor must immediately provide Material Safety Data Sheets to Port for all materials subject to this provision.
 16. **Requirements for Hazardous Materials.** The Contractor shall assume lead-containing paint and varnish is present throughout the building unless notified otherwise in the survey documents. As such, Contractor shall perform all work in accordance with OR-OSHA (OAR Chapter 437 Division 3, Subdivision D, 1926.62). When performing lead paint activities and renovation in areas of buildings occupied by children under age six (6), requirements under OAR Chapter 333, Division 69 may also apply, and the Contractor will be required to be licensed under and comply with OAR Chapter 812, Division 7. Contractor certification of its workers must be provided upon request. Asbestos- containing materials ("ACM") are present in various locations throughout the building. It is the Port's intention to abate only materials that are an obstruction, part of demolition, or necessary to complete the renovation. All abatement work will be conducted by the Port under a separate contract. All Contractors are to stop work immediately and notify the Contractor if they suspect ACM are uncovered during demolition or renovation activities that are not identified in these documents. The Contractor shall then notify the Port's contracted hazardous materials consultant and coordinate with that person as necessary to accommodate testing and abatement. If applicable, the Contractor shall enforce implementation of OR-OSHA (OAR Chapter 437 Division 3, Subdivision Z, 1926.1101) requirements during the performance of the Work under this contract.
 17. **Quality of Goods and Services; Maintenance and Warranty.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. The Contractor shall fully warrant all work performed under this Contract (the "Work") for a period of one full year from the date of completion of the Work, and shall make all necessary repairs and replacements to remedy any and all defects, breaks or failures of the Work due to faulty or inadequate materials or workmanship during this period. Contractor shall assign all manufacturers' warranties to Port and all guarantees, and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of Port. Contractor shall provide Port with all manufacturer's warranty documentation and operations and maintenance manuals.
 18. **Insurance.** Contractor shall provide insurance in accordance with Exhibit B.
 19. **Entire Agreement.** When signed by both parties, this Contract and the attached exhibits are the entire agreement between the parties. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
 20. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race;

national or ethnic origin; color; sex; religion; age; sexual orientation; gender expression or identity; pregnancy; n status; familial status; economic status or source of income; mental or physical disability or perceived disabil military service in programs, activities, services, benefits, or employment in connection with this contract. The parties further agree not to discriminate in their employment or personelpolicies.

- 21. **Removal of Debris.** Contractor shall remove damaged guardrails and bridge beam ends, all trash and debris from the site for disposal. Contractor shall clean the work area and remove all trash, debris and tools at least daily prior to leaving the job site and as needed to maintain a safe work area.

I HAVE READ THIS CONTRACT, INCLUDING ALL ATTACHED EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT. I UNDERSTAND THE CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR:

Sheanna Schacher
Contractor's Signature

Sheanna Schacher
Contractor's Printed Name

Owner
Contractor's Title

4/14/2020
Date

NOTE: Contractor must also sign Exhibit C and (if applicable) Exhibit D.

PORT OF HOOD RIVER, OREGON SIGNATURE

(This contract shall not be binding on the Port until signed by the appropriate signing authority)

Michael McElwee
Michael McElwee, Executive Director

4/16/20
Date

PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

STATEMENT OF WORK, COMPENSATION, PAYMENT

CONTRACTOR SHALL PERFORM THE FOLLOWING WORK:

Work will be done at 1000 East Port Marina Dr. Hood River OR, 97031

Emergency Guardrail Repair, Hood River Interstate Bridge

SCOPE AND SPECIFICATIONS OF WORK

The Contractor shall provide four (4) welders and provide ten (10), eight(8) hour work days of welding. The Port of Hood River will provide flagging operations for this work.

Deliverables

The Contractor shall provide 4 welders for 10 days from April 20, 2020 -May1, 2020. 5 working days each week. The contractor shall work ten (10), eight (8) hours days. The hours include drive time from the Dalles. The contractor shall begin on the north end of the south bound lane.

CONTRACT WAGE RATES:

- This project is NOT subject to prevailing wages.
- State of Oregon Bureau of Labor and Industries (BOLI)
- Prevailing wages Federal Davis-Bacon Act (DBA) prevailing wages

TOTAL MAXIMUM CONTRACTED AMOUNT, INCLUDING EXPENSES, IS NOT TO EXCEED: \$25,600.00

INVOICES AND CERTIFIED PAYROLL FORMS SHALL BE SUBMITTED TO:

John Mann
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR, 97031

If submitted electronically, to:

porthr@gorge.net

If faxed to: (541) 386-1395

PORT SHALL MAKE PAYMENT TO: Bulldog Welding & Specialties, LLC.

PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

INSURANCE REQUIREMENTS

Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027 (See Exhibit D). THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit D In lieu of Certificate.

Professional Liability / Errors & Omissions (E&O) insurance with a combined single limit of not less than: \$500,000, \$1,000,000, \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. Required by Port Not required by Port

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than: \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily/Personal Injury and Property Damage, with an annual aggregate limit of \$500,000, \$1,000,000, \$2,000,000. This insurance must include contractual liability coverage. Required by Port Not required by Port

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than: \$500,000, \$1,000,000, \$2,000,000 each occurrence for Bodily Injury / Personal Injury, and Property Damage, including coverage for owned, hired or non-owned vehicles. Required by Port Not required by Port

Excess Umbrella Liability insurance, on an occurrence basis, issued as broad form excess to all other Professional Liability, Errors and Omissions, Commercial General Liability, and Commercial Auto Liability coverage's not less than: \$2,000,000, \$5,000,000, each occurrence with an annual aggregate limit of \$5,000,000, \$10,000,000, Required by Port Not required by Port

Builders All-Risk or Installation Floater: insurance policy to cover the course of construction and all materials or equipment furnished or incorporated into the Work. The policy shall be equal to 100% of the contracted value of the work, and cover all property of an insurable nature, which is either in place or intended to be used as part of the permanent structure. This insurance shall include the interest of District in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage, including without limitation and without duplication of coverage, for theft, vandalism, and malicious mischief. Losses up to the deductible amount shall be the responsibility of the Contractor. This insurance shall be primary and not contributory to any District provided insurance. No Work shall be performed, nor shall Contractor's equipment or materials be stored on District's premises until a certificate evidencing such insurance has been delivered to and approved by District. Required by Port Not required by Port

Additional Requirements. Coverage must be provided by an insurance company admitted to do business in Oregon. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage shall be primary in the event of loss.

Certificate(s) of Insurance Required. Contractor shall furnish current Certificate(s) of Insurance to the Port upon request of the Port. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the Port. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the Port, its agents, officers, and employees are Additional Insured's with respect to Contractor's services to be provided under this Contract. If requested, complete copies of insurance policies shall be provided to the Port. Jones Act: Contractor must be aware of the requirements of the Jones Act, and maintain Jones Act insurance coverage necessary to perform work on or over water at all times during the term of this Contract.

PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

NOTE: Contractor Must Complete EITHER A OR B below (do NOT sign both):

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:

Corporation Limited Liability Company Partnership authorized to do business in the State of Oregon.

Signature (Handwritten: Shanna Clarke)

Owner Title

4/14/2020 Date

OR

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:

- 1. If Contractor is providing labor or services under this Contract for which registration is required under ORS Chapter 701, Contractor has registered as required by law, and
2. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), and
3. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business, and
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

- A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence that is set-aside as the location of the business.
B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
C. My business telephone listing is separate from my personal residence telephone listing.
D. I perform labor or services only under written contracts.
E. Each year I perform labor or services for at least two different persons or entities.
F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

Signature

Date

Not Applicable

**PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
WORKERS' COMPENSATION EXEMPTION CERTIFICATE**

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

- SOLE PROPRIETOR**
 - Contractor is a sole proprietor, and
 - Contractor has no employees, and
 - Contractor will not hire employees to perform this contract.
- CORPORATION - FOR PROFIT**
 - Contractor's business is incorporated, and
 - All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
 - All work will be performed by the officers and directors; Contractor will not hire other employees to perform this contract.
- CORPORATION - NONPROFIT**
 - Contractor's business is incorporated as a nonprofit corporation, and
 - Contractor has no employees; all work is performed by volunteers, and
 - Contractor will not hire employees to perform this contract.
- PARTNERSHIP**
 - Contractor is a partnership, and
 - Contractor has no employees, and
 - All work will be performed by the partners; Contractor will not hire employees to perform this contract, and
 - Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**
- LIMITED LIABILITY COMPANY**
 - Contractor is a limited liability company, and
 - Contractor has no employees, and
 - All work will be performed by the members; Contractor will not hire employees to perform this contract, and
 - If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.**

*NOTE: Under OAR436-50-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.

ONLY SIGN AND COMPLETE THIS FORM IF CLAIMING TO BE EXEMPT FROM WORKERS COMPENSATION COVERAGE

Contractor Printed

Contractor

Contractor

Dat

X Not Applicable

**PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
STANDARD ORS CHAPTER 279C PUBLIC WORKS CONTRACT TERMS**

1. ORS 279C.800 to 279C.870: Contractors and subcontractors must pay workers on public work projects no less than the applicable state prevailing rate of wage for the type of work being performed ORS 279C.830(1)(c); OAR 839-025-0020(3)(a). The applicable prevailing wage rates are July 1, 2016 Rate Schedule (Current prevailing wage rates, and any applicable amendments, can be found at www.oregon.gov/boli). Contractor and any subcontractors shall post the prevailing wage rates ORS 279C.840 (4); OAR 839-025-0033(1) and details of fringe benefit programs ORS 279C.840 (5); OAR 839-025-0033(2) in a conspicuous and accessible place on the project site.
2. ORS 279C.830: If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act the Contractor must pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830 (1) (d); OAR 839-025-0020(3) (b). The applicable state prevailing wage rates can be found at www.oregon.gov/boli. The applicable federal prevailing wage rates can be found online at www.wdol.gov.
3. ORS 279C.836: If this Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870, the Contractors shall:
 - a. File a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
 - b. Include in every subcontract a provision requiring the subcontractor to file a public works bond with the Construction Contractors Board pursuant to ORS 279C.836 before starting work on the project, unless exempt under ORS 279C.836(2) (7) or (8).
4. ORS 279C.845: This Contract is subject to payment of prevailing wages under ORS 279C.800 to 279C.870:
 - a. Every Contractor and subcontractor on a covered project must file certified payroll records with the Port. Contractors and subcontractors must complete a certified payroll statement for each week a worker is employed on a public work. These certified payroll statements must be submitted once a month, by the fifth business day of the following month, to the Port ORS 279C.845; OAR 839-025-0010. For each worker, Contractors and subcontractors must submit name and address, work classification, the number of hours worked each day, the pay rate, gross amount paid, deductions and net amount paid, and the hourly equivalent contributed to any party, plan or program for fringe benefits and the type of benefit provided. If fringe benefits are provided to workers as wages, this must be shown as well. To help Contractors and subcontractors satisfy the filing requirement, form WH-38 can be found on BOLI's website at www.oregon.gov/boli.
 - b. Notwithstanding ORS 279C.555 or 279C.570(7), the Port shall retain 25% of all amounts earned by the Contractor until the Contractor has filed the certified statements as required by ORS 279C.845. In addition, the Contractor shall retain 25% of any amount earned by a First Tier Subcontractor until such subcontractor has filed the certified statements with the Port. The Port and/or the Contractor shall pay any such retained amounts within 14 days after such certified statements are filed.

PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON

STANDARD ORS CHAPTER 279B GOODS AND SERVICES CONTRACT TERMS –
APPLICABLE IF NOT A PUBLIC IMPROVEMENT CONTRACT

1. **Maximum hours of labor:** Contractor shall comply with the maximum hours of labor as set forth in ORS 279B.020 and ORS 279B.235.
2. **Contractor Payment Obligations:** the Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - c. Not permit any lien or claim to be filed or prosecuted against the state or a county, municipal corporation or subdivision thereof, on account of any labor or material furnished.
 - d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
3. **Recycling:** If the contract involves for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
4. **Medical and Workers Compensation:** The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. All subject employers working under the contract are either employers that will comply with ORS 656.017 (Employer required to pay compensation and perform other duties) or employers that are exempt under ORS 656.126 (Coverage while temporarily in or out of state).

Exhibit K
~~X~~ Not Applicable

**PUBLIC WORKS CONTRACT PORT OF HOOD RIVER, OREGON
 STANDARD ORS CHAPTER 279C PUBLIC IMPROVEMENT CONTRACT TERMS**

1. ORS 279C.505: Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in this Contract; pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state, county, school Port, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall further demonstrate that an employee drug testing program is in place.
2. ORS 279C.510: If this Contract includes demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this Contract includes lawn or landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.
3. ORS 279C.515: If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as the claim becomes due, the proper officer or officers representing the Port may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims. Unless the payment is subject to a good faith dispute as defined in ORS 279C.580, if Contractor or any first-tier subcontractor fails to pay a person furnishing labor or materials under this Contract within 30 days after being paid by Port or Contractor, Contractor or first-tier subcontractor shall pay the amount due plus interest charges starting from the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment. The rate of interest charged to the Contractor or first-tier subcontractor shall be in accordance with ORS 279C.515(2). The amount of interest may not be waived. A person with any such unpaid claim may file a complaint with the Construction Contractor's Board unless the complaint is subject to a good faith dispute as defined in ORS 279C.580.
4. ORS 279C.520: Contractor must pay daily, weekly weekend, and holiday overtime. Contractor shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires it, and in such cases, except in cases of Contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and a half pay:
 - a. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 - b. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - c. For all work performed on Saturday, Sunday, News Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
 Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before start of work on this contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work ORS 279C.520 (2); OAR

839-025-0020(2)(c).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week shall not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

5. ORS 279C.520(1)(b) and (c) (Pay Equity):
 - a. Contractor shall comply with ORS 652.220 (Prohibition of discriminatory wage rates based on sex; employer not to discriminate against employee who is a complainant). Compliance is a material element of the Contract. Failure to comply is a breach that entitles the Port to terminate the contract for cause.
 - b. Contractor may not prohibit any of the Contractor’s employees from discussing the employee’s rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who does so.
6. ORS 279C.530: Contractor shall promptly, as due, make payments to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees pursuant to any law, Contract or agreement for the purpose of providing or paying for the services. To the extent any of Contractor’s employees are covered by the Oregon employment laws, the Contractor, its subcontractors, if any, and all employers working under this Contract, are subject employers under the Oregon Workers’ Compensation Law and shall comply with ORS 656.017, which requires them to provide workers’ compensation coverage for all their subject workers. See Contractor Exemption Certification – Exhibit D if you believe you may be exempt from this requirement.
7. ORS 279C.545: Workers employed by the Contractor shall be foreclosed from the right to collect for any overtime under this Contract unless a claim for payment is filed with the Contractor within 90 days from the completion of the Contract, providing the Contractor has:
 - a. Caused a circular clearly printed in blackface pica type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper’s office or in a similar place which is readily available and freely visible to any or all workers employed on the work, and
 - b. Maintained such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.
8. ORS 279C.580(3): Contractor shall include in each subcontract for property or services with a first-tier subcontractor a clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the Port. Contractor shall also include in each subcontract a clause that states that if the Contractor fails to pay any claim for materials or labor furnished under this Contract within 30 days after being paid by Port, interest shall be due on such claim as specified in ORS 279C.515 (2) at the end of the 10-day period that payment is due under ORS 279C.580 (3). Contractor shall require each first-tier subcontractor to include a payment clause and interest clause conforming to the requirements of ORS 279C.580 in each of its subcontracts, and to require each of its subcontractors to include a similar clause in each contract with a lower tiered subcontractor or supplier.

Commission Memo



Prepared by: Anne Medenbach
Date: April 21, 2020
Re: Tapani Inc., Change Order No. 1

Tapani Inc. has completed the first phase of the work for the ConnectOregon VI (COVI) project at the airport. This work consisted of installing irrigation pipe and fittings provided by Farmers Irrigation District (FID) and disconnecting from the existing pipe, moving the pipe from underneath future paving and improvements. This was a requirement of FID.

There are two items on the attached Change Order (CO).

1. There were some parts missing from the package that FID ordered. Those needed to be added to the parts on site.
2. There were some non-standard couplings that joined the existing pipe and the new pipe (two different materials) together. These were not industry standard and the Contractor had some difficulty with them and was concerned that they would leak. However, all testing went well and FID is confident that they will continue to work, as they use these type of connections on many of their other projects. The last item on the CO is a statement that Tapani Inc. will not warranty these fittings. FID is willing to release that portion of the warranty and execute a release of that portion of the warranty with the Port.

RECOMMENDATION: Approve Change Order No. 1 with Tapani Inc. for an amount of \$3,327.27.

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Commission Memo

Prepared by: Michael McElwee
Date: April 21, 2020
Re: Waterfront Traffic Study - Progress Report



During the January 14, 2020 meeting, the Commission authorized a contract with DKS Associates to prepare an updated traffic model for the Waterfront. The new model would update the existing traffic conditions based on the last nine years of build-out, then assess the impact of three different future growth scenarios. This was intended to inform understanding of the impact of the development of the Barman property and Lot #1 under current zoning or if changes to the underlying zoning occur in the future.

DKS has made significant progress on this effort but it is not yet complete. Project manager Garth Appanaitis will join the meeting via Zoom to provide a progress update using the attached project materials for Commissioner information and feedback.

RECOMMENDATION: Information.

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HOOD RIVER WATERFRONT AREA

ASSESSING VEHICLE CAPACITY AND GROWTH POTENTIAL

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AGENDA

1 / BACKGROUND

2 / CURRENT WORK

3 / UPCOMING TASKS

4 / FUTURE STEPS



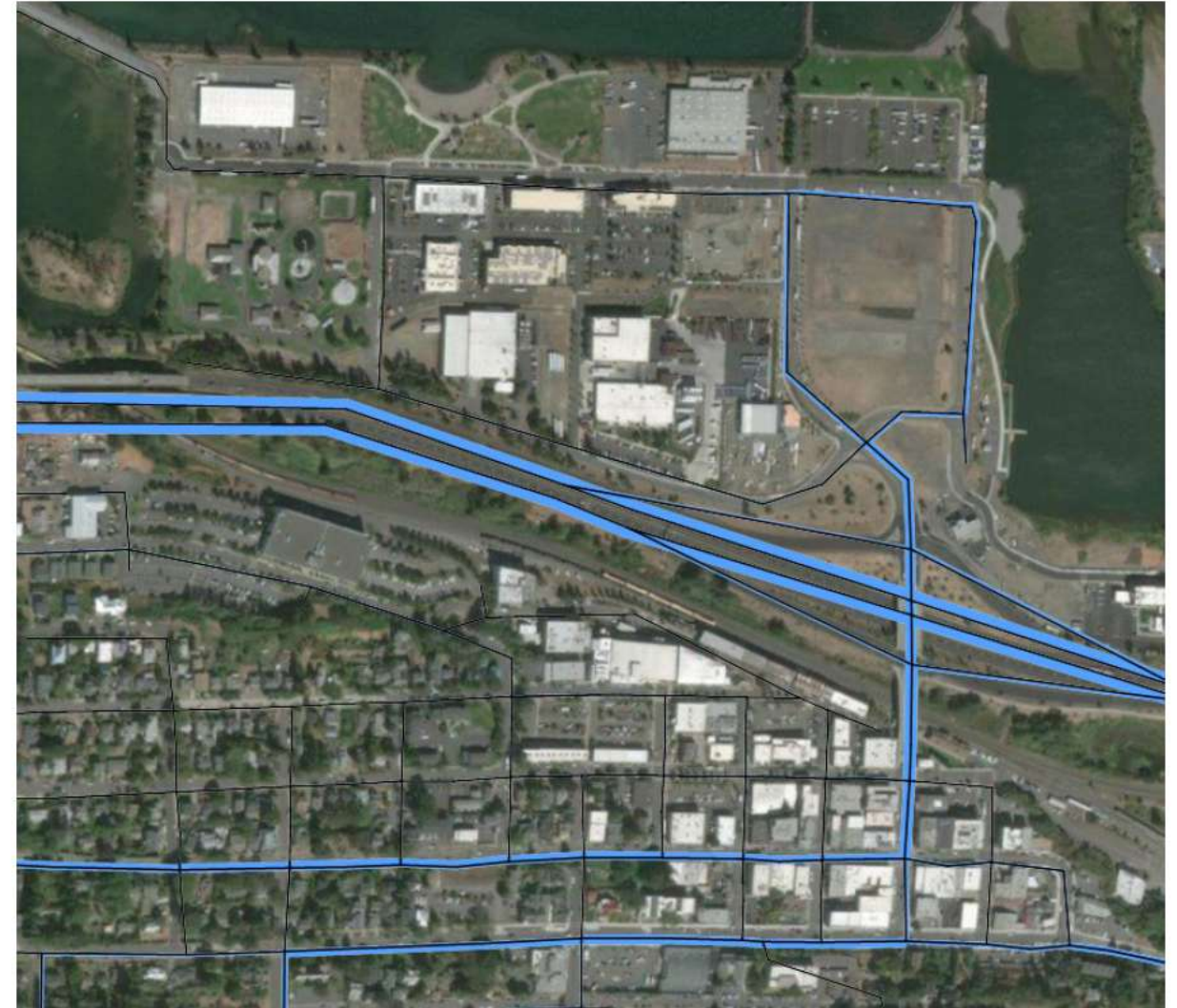
BACKGROUND

PRIOR TRANSPORTATION PLANNING

- Work performed from 2007 to 2011
- Transportation System Plan (TSP)
 - > Long range (20 year) plan for the City's transportation network
 - > Includes vehicle capacity projects and improvements for all modes
 - > Current Hood River TSP was adopted in 2011
- Interchange Area Management Plan (IAMP)
 - > Interchange-specific plan to address operational and capacity issues
 - > Includes a timeline for when interchange-related improvements may be needed
 - > IAMP for I-84 Exits 63 and 64 was completed in 2011

CITYWIDE TRAVEL MODEL

- From IAMP/TSP work
- 2010 base year model
 - > Traffic count data
 - > Land use
- 2031 future year model
 - > Future land use (Comp Plan)
 - > Forecasted traffic volumes



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IAMP TRIGGERS FOR FUTURE PROJECTS

Table 8: I-84 Exit 63 and Exit 64 Interchange Area Transportation Improvement Project Phasing Guide

Estimated Year of Need	Location	Project Needed	Critical Movement	Weekday PM Peak Hour Volume
Near-Term	2 nd Street/ Oak Street	Signalize intersection with no geometric improvements.	Southbound Approach	600
2020	2 nd Street/ I-84 WB Ramps*	Construct second westbound left turn lane (200' storage) and extend right turn storage lane down ramp (125' storage). This will include bridge widening that will add an additional southbound through lane from this intersection to the 2 nd Street/ Oak Street intersection where the additional southbound lane will drop as southbound right turn lane.	Westbound Left Turn	400
	2 nd Street/ I-84 EB Ramps	Extend off-ramp a minimum of 200 feet and extend right turn lane further down ramp (250' storage).	Eastbound Right Turn	125
2025	OR 35/ State Street	Signalize intersection and reconfigure geometry to include a through/right shared lane with a separate left turn lane for the northbound and westbound approaches (250' storage for northbound left, 75' storage for westbound left). For the southbound and eastbound approaches, the lane configuration should include a left turn lane, through lane, and a separate right turn lane (125' storage for southbound left, 150' storage for eastbound through). The eastbound right turn lane may continue to be a channelized right that flows into an add lane that merges further south of the intersection.	Northbound Through/Left	400
2030	2 nd Street/ Riverside Drive	Mitigate failing operations in a manner that supports safe and efficient operation of the I-84 Exit 63 interchange through a project to be approved by ODOT and the City of Hood River. This assumes 1 st Street is still in place between Portway Avenue and Riverside Drive. If 1 st Street is removed, this project will be needed sooner.	Northbound Through/Right	500

* Recommended interim improvement including queue detection on the I-84 Exit 63 westbound off-ramp and surveillance cameras may be implemented prior to the 2nd Street/I westbound ramp improvements if needed.

TRAFFIC VOLUME TRIGGERS ARE PROVIDED FOR KEY INTERSECTION MOVEMENTS

SOME LOCATIONS NOT DIRECTLY TIED TO WATERFRONT ACTIVITY

SOURCE: I-84 EXIT 63 & 64 INTERCHANGE AREA MANAGEMENT PLAN, 2011



CURRENT WORK

OBJECTIVE OF CURRENT ANALYSIS

- What is the status of the IAMP triggers?
- What is the growth potential for the waterfront area?
- Our work plan
 - > Collect new data
 - > Update models
 - > Analyze a few growth scenarios

WATERFRONT AREA CHANGES SINCE 2011



SOURCE: GOOGLE EARTH

- Hotel and medical office
- Ferment brewing and coworking spaces
- New office space

- Turtle Island Foods manufacturing
- Hood River Juice manufacturing
- Other commercial uses on Portway Ave

NEW DATA

- Traffic counts in February 2020
- Updated land use from 2010 to 2020
 - > Port development summary
 - > Lot 6 parking study

HOOD RIVER WATERFRONT DEVELOPMENT
Public & Private Investment since 2005
April 16, 2019



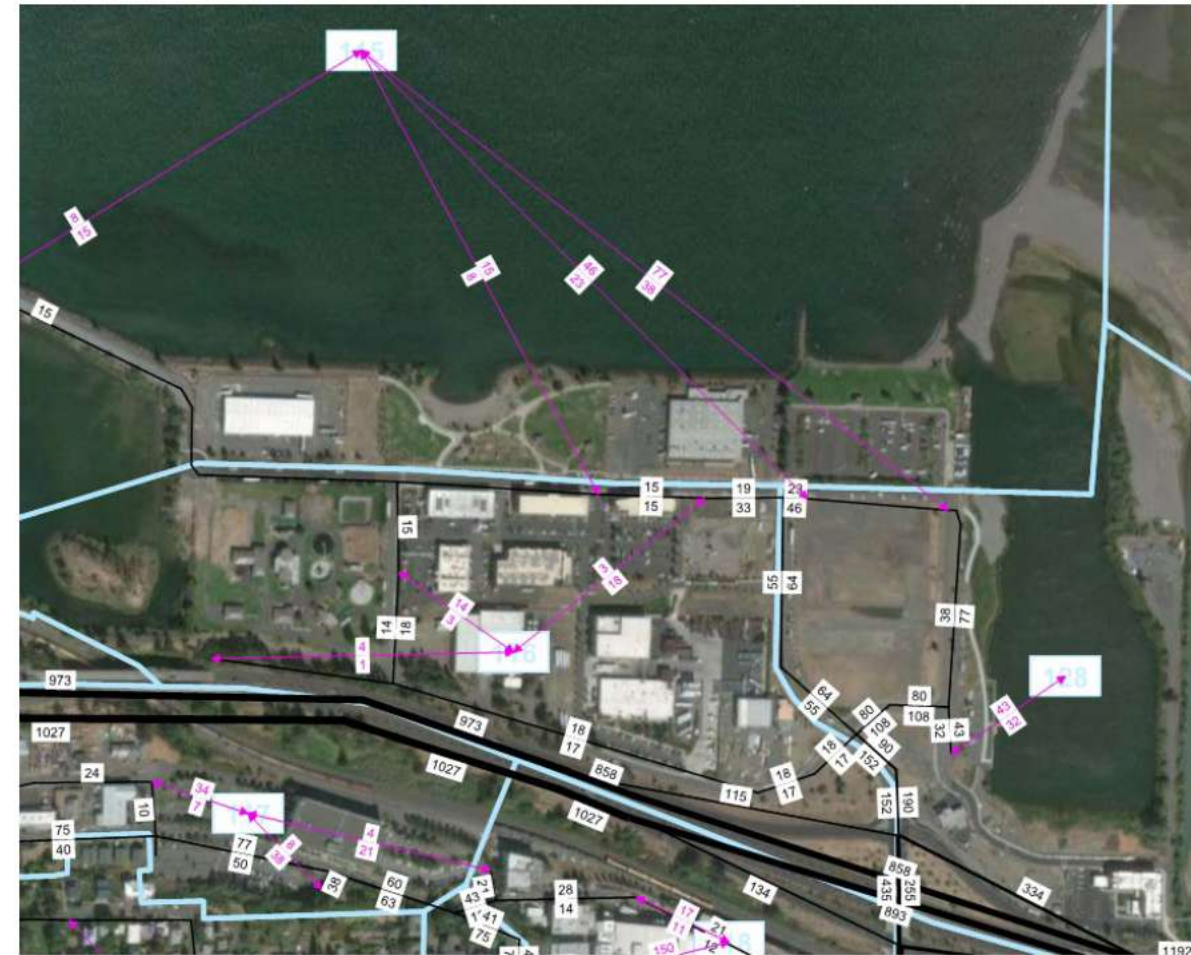
The table on reverse represents a summary of development projects on the Hood River Waterfront since 2005. Projects listed are shown on the map above. The table below presents development planning and market research conducted by the Port of Hood River, the City of Hood River, and other community partners for the Hood River Waterfront since 2006.

Study	Date	Investment	Consultant/Planner	Sponsor
Port Properties Vision Plan (Phase I)	2006	\$15,000	Yost-Grube Hall Architecture	Port of Hood River
Industrial Market Assessment	2006	\$20,000	E.D. Hovee & Company, LLC	Port of Hood River
Waterfront Development Strategy	2007-08	\$70,000	Group Mackenzie	Port of Hood River
Interchange Area Management Plan	2011	\$85,000	DKS Associates	State of Oregon
Lot #1 Preliminary Concept Plan	2013	\$65,000	Group Mackenzie	Port of Hood River
Nichols Basin West Edge Trail Concept Plan	2014	\$50,000	Walker Macy	Port of Hood River
City of Hood River Waterfront Refinement Plan	2014	\$70,000	Hood River City Council	City of Hood River / Port of Hood River
Lot #1 Development Plan	2016	\$55,000	Walker Macy	Port of Hood River
Lot #1 Stormwater Treatment Plan	2016	\$3,000	Engineering Intern Andrew Porter	Port of Hood River
Lot #1 Infrastructure Plan	2018	\$65,000	Walker Macy	Port of Hood River
Lot #1 Financial Analysis	2018	\$15,000	EcoNorthwest	Port of Hood River
Lot #1 Market Analysis	2019	\$23,000	EcoNorthwest	State of Oregon/Port of Hood River
TOTALS		\$536,000		

PORT OF HOOD RIVER = \$402,200 CITY OF HOOD RIVER = \$35,000 STATE = \$98,800

UPDATE MODELS

- Assumptions
 - > Focused on waterfront area only
 - Other areas consistent with TSP
 - > Assuming 2031 TSP land use for future year analysis
 - > Assumed typical recreation volumes



SOURCE: HOOD RIVER VISUM MODEL, DKS

UPDATE MODELS

- Waterfront Area Land Use Changes
 - > Breakdown by estimated number of jobs

Year	Retail Jobs	Service Jobs	Other Jobs	Total Jobs	Job Growth
Previous TSP (2010)	10	15	189	214	-
Current Work (2020)	46	91	440	577	353
TSP Future (2031)	130	167	703*	1,000*	786

* SHOWS SLIGHT INCREASE FROM TSP FUTURE SINCE NUMBER OF EXISTING JOBS (2020) EXCEEDS 2031 FORECAST



UPCOMING TASKS

UPCOMING TASKS – TRAFFIC ELEMENTS

- Traffic Elements contributing to IAMP Triggers
 - > Feb 2020 traffic counts
 - > Approved but unoccupied uses
 - > “Typical recreation” adjustment (increase from Feb)
 - > Future development (scenarios)
 - > Recreational growth

UPCOMING TASKS – DEVT. SCENARIOS

- Identify future traffic relative to IAMP triggers
- Consider potential development
 - > Vary by scale or location
- Potential scenarios
 - > Lot 1 – additional development density
 - > Hotel site
- *What scenarios should be considered?*



FUTURE STEPS

POTENTIAL FUTURE STEPS

- Collect representative traffic counts
- City TSP update and full model update
- ODOT coordination regarding IAMP triggers

THANK YOU

QUESTIONS?

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Commission Memo

Prepared by: Daryl Stafford
Date: April 21, 2020
Re: Steve Gate Remembrance Project



In November 2019, Steve Gates, a long-time resident, community leader and legendary watersports pioneer passed away after a long battle with cancer. A group of local business owners gathered with the idea of creating a remembrance area at Nichols Basin to honor Steve.

The Commission approved a contract with Mike Zilis from Walker Macy Landscape Architects, the firm that provided the Port Nichols Basin West Edge Path Project designs, to provide design and concept sketches for the Gates Remembrance Project not to exceed \$10,000. The work would guide the group toward final design selection of a structure that would fit current and future waterfront plans for the Port. The remainder of the project, if the design is approved by the Commission, will be funded by the group.

Over the last six months the local group, Port staff, the Gates family, and Mike Zilis have collaborated efforts meeting in person and via Zoom to discuss elements of the design. Mr. Zilis will present concept sketches and ideas (attached) during the meeting. Jon Davies from the business group will also participate to answer questions.

With Commission consensus to move forward with this design concept, the local group will solicit funds, prepare construction plans and specs, get feedback from Port staff, obtain required permits, hire contractors and engineers and run the project with Port approval. If their efforts are successful construction would start in May.

RECOMMENDATION: Discussion.

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STEVE'S STORY

COMMUNITY



CHARACTER



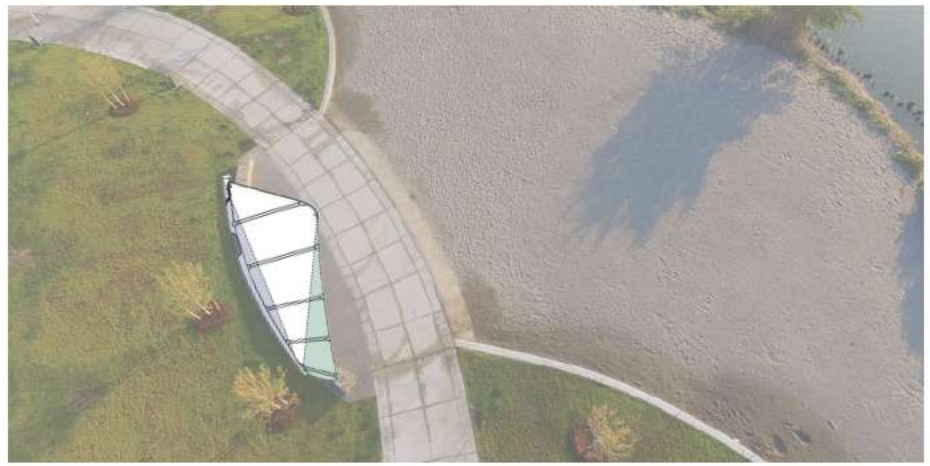
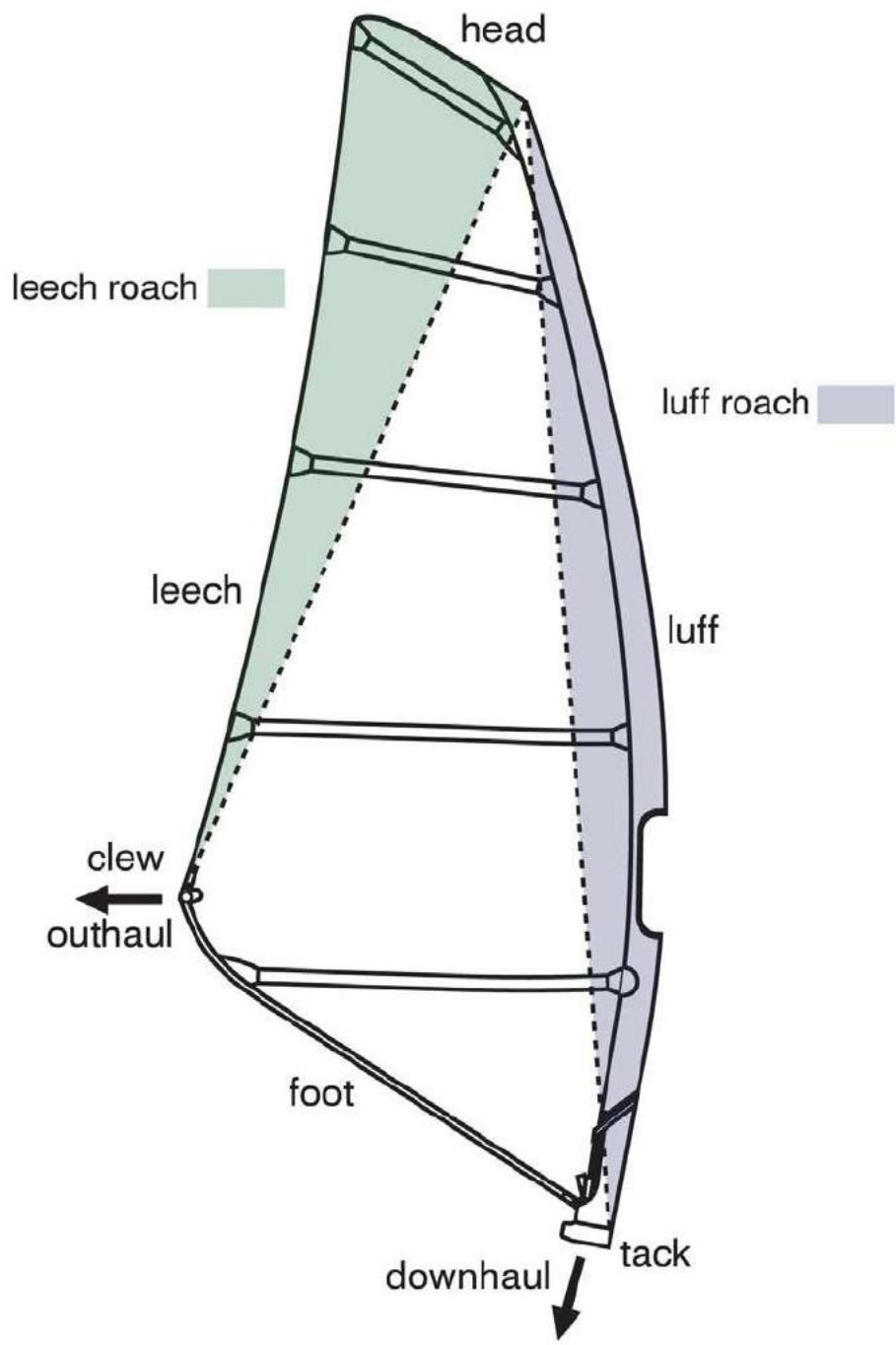
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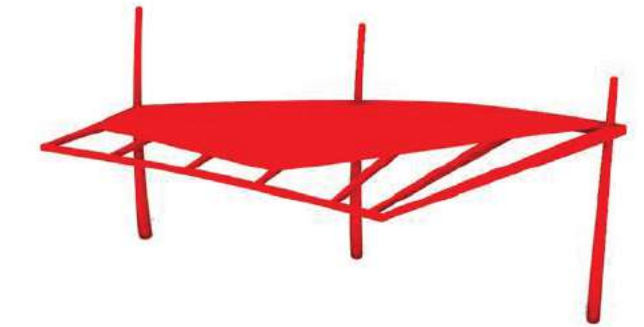
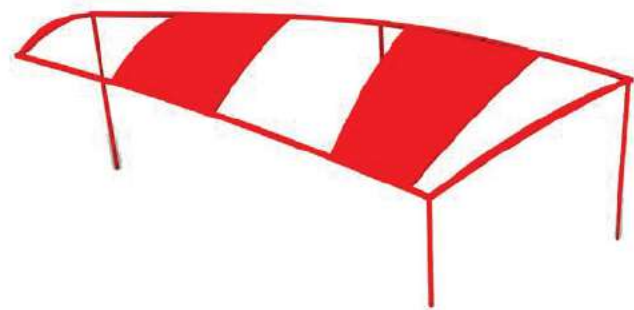
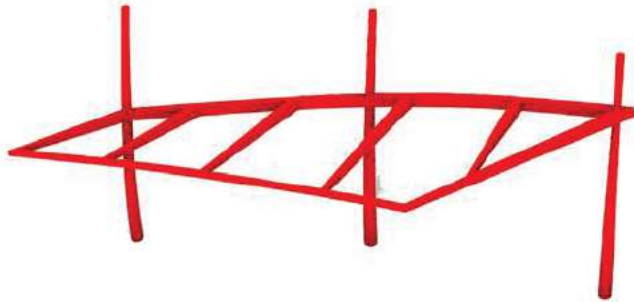
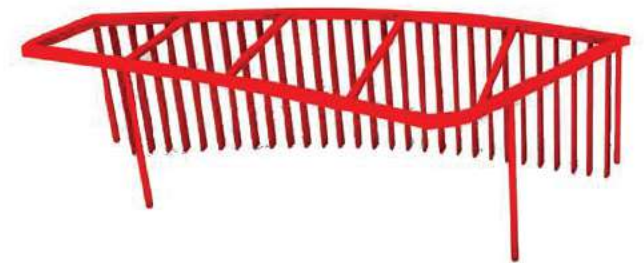
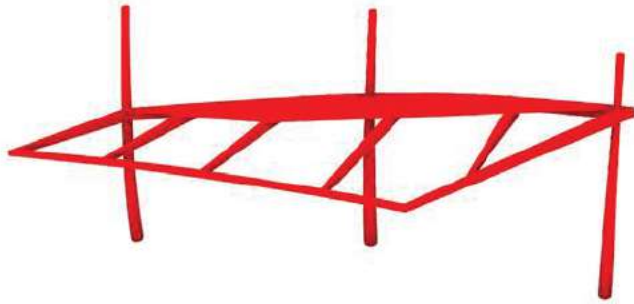
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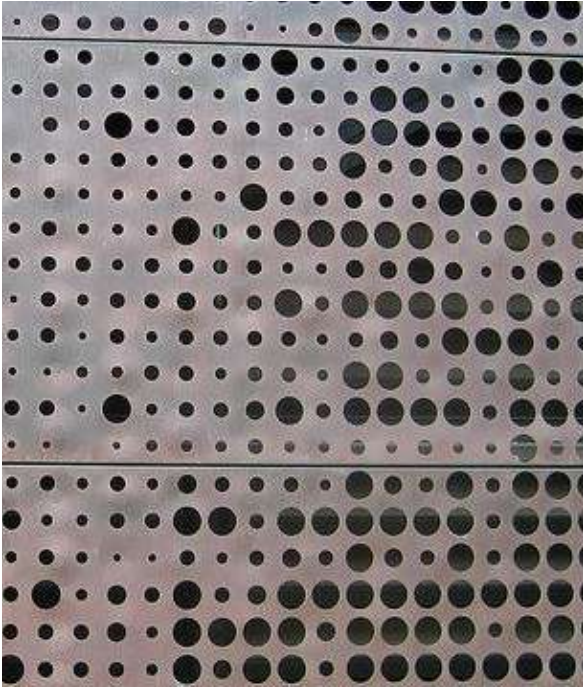
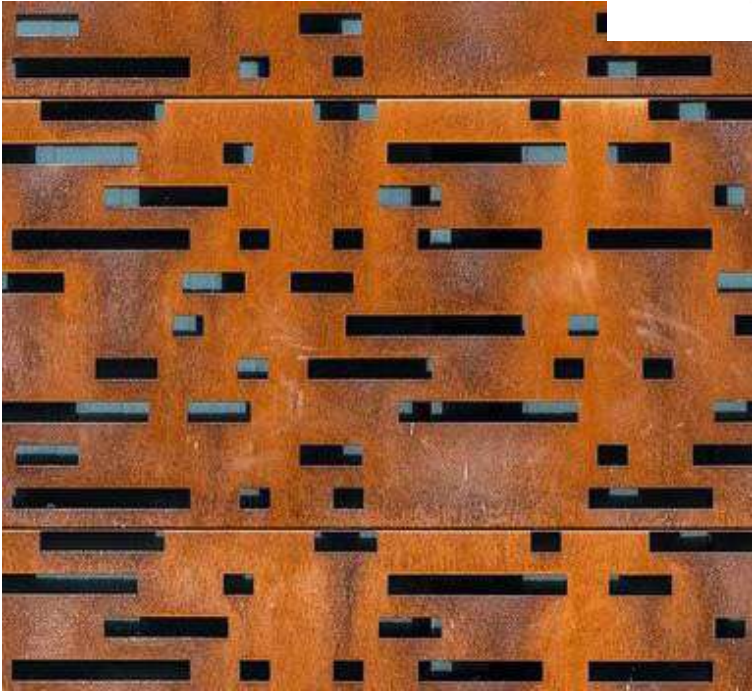
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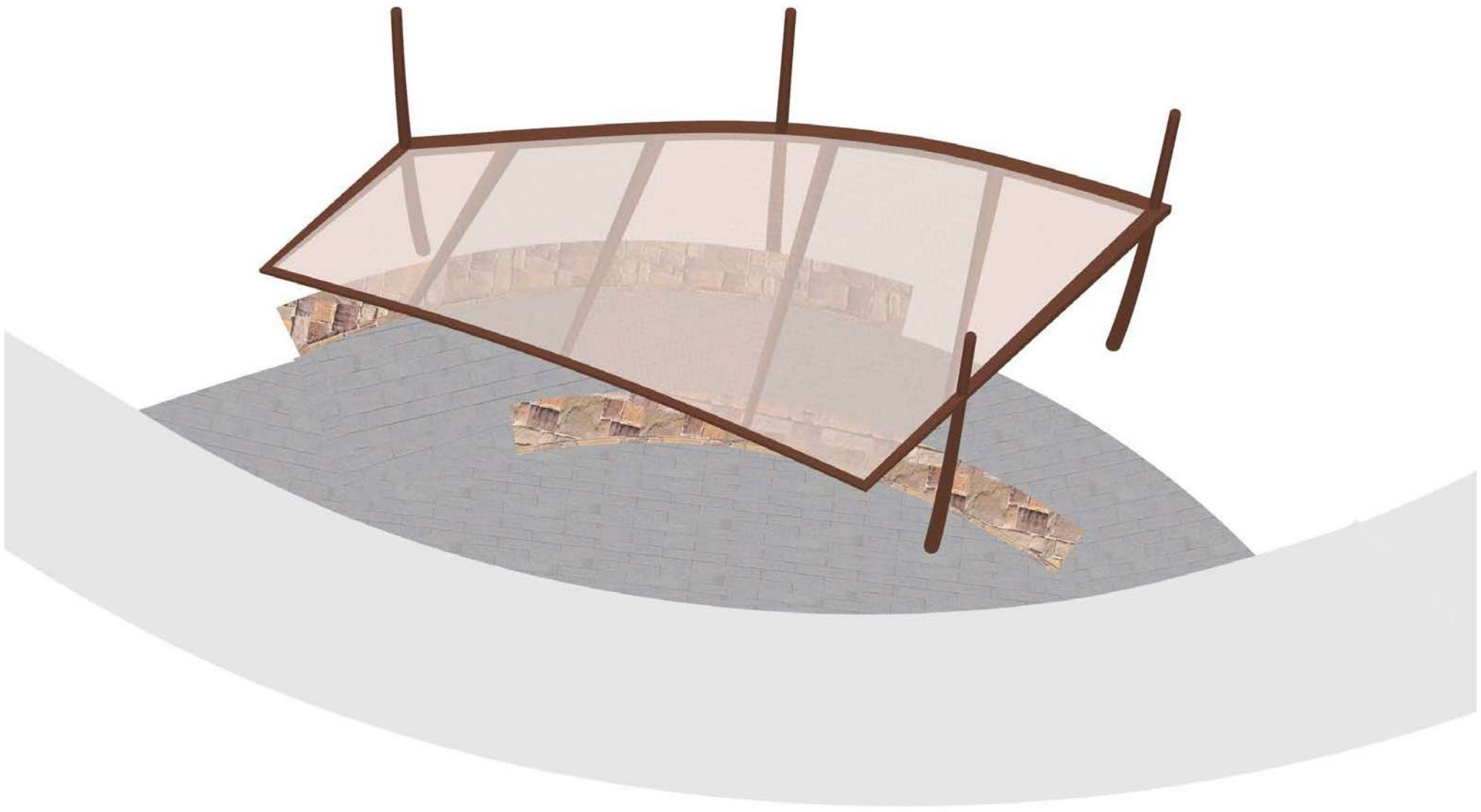
CANOPY STUDIES



CANOPY MATERIALITY



CANOPY



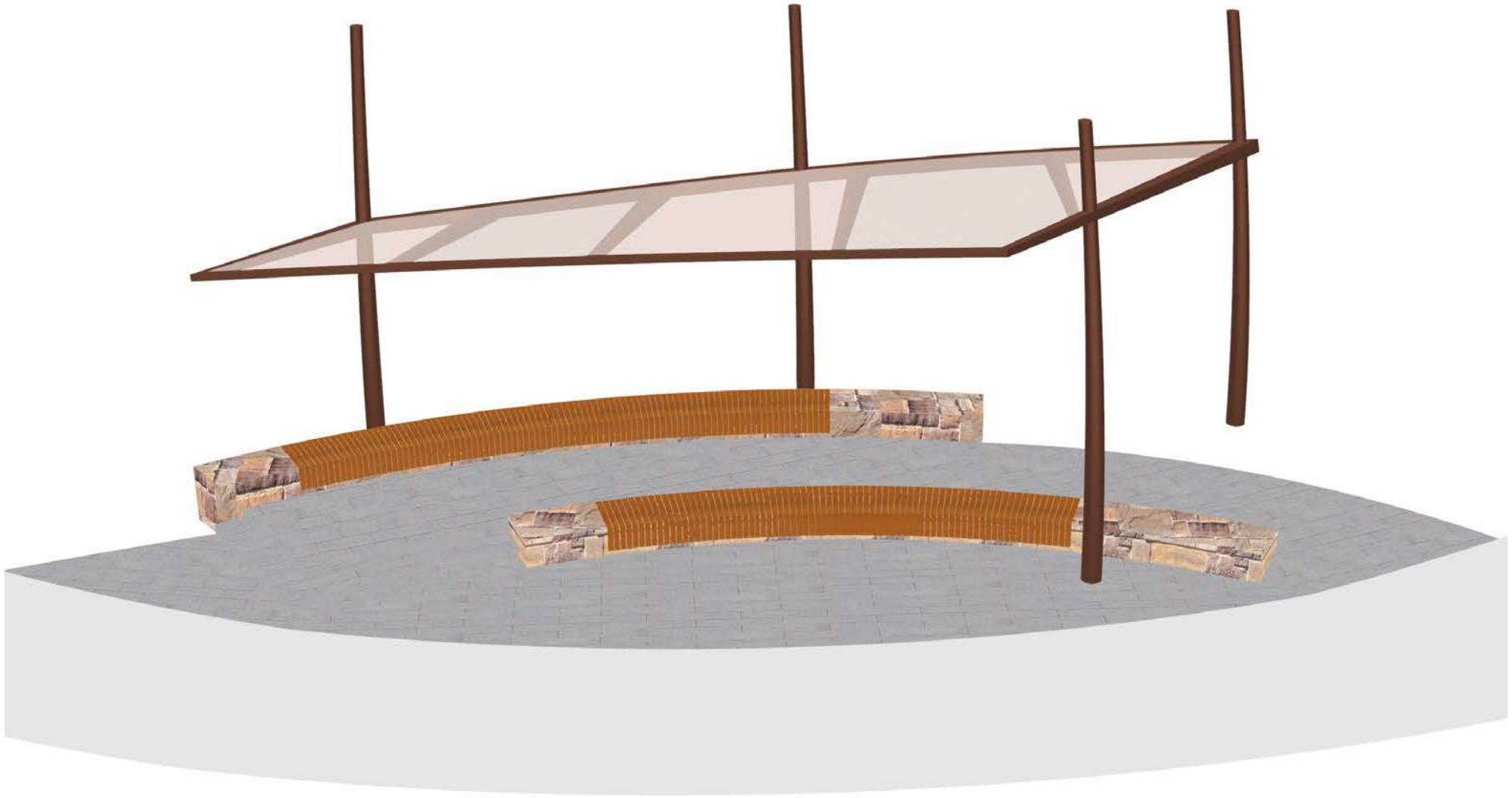
BENCH - EXISTING CONDITION



BENCH MATERIALITY



Larger Seating Area with 2nd Bench

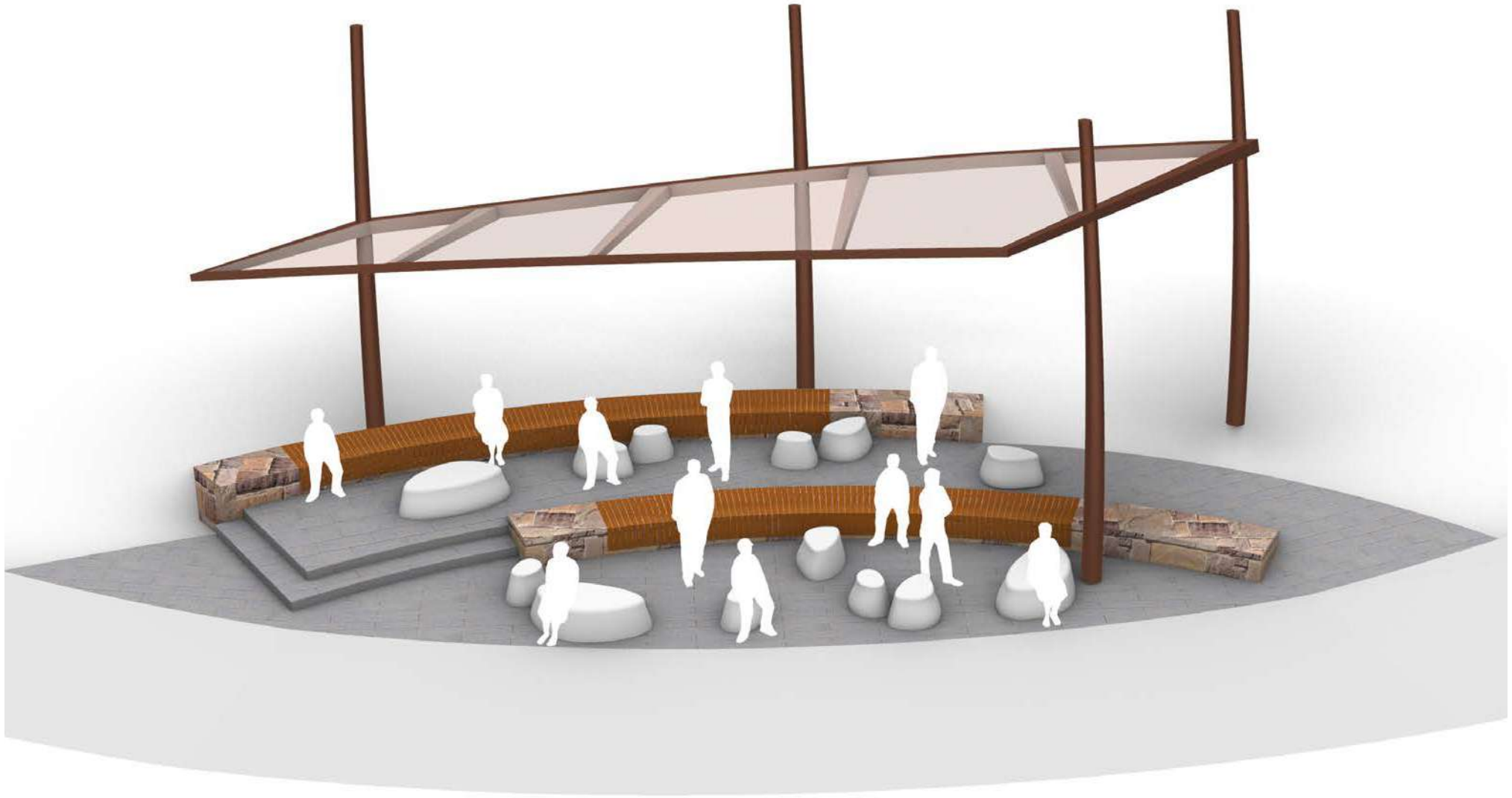


SITE FURNISHINGS

Tournesol Siteworks Pebble Bench



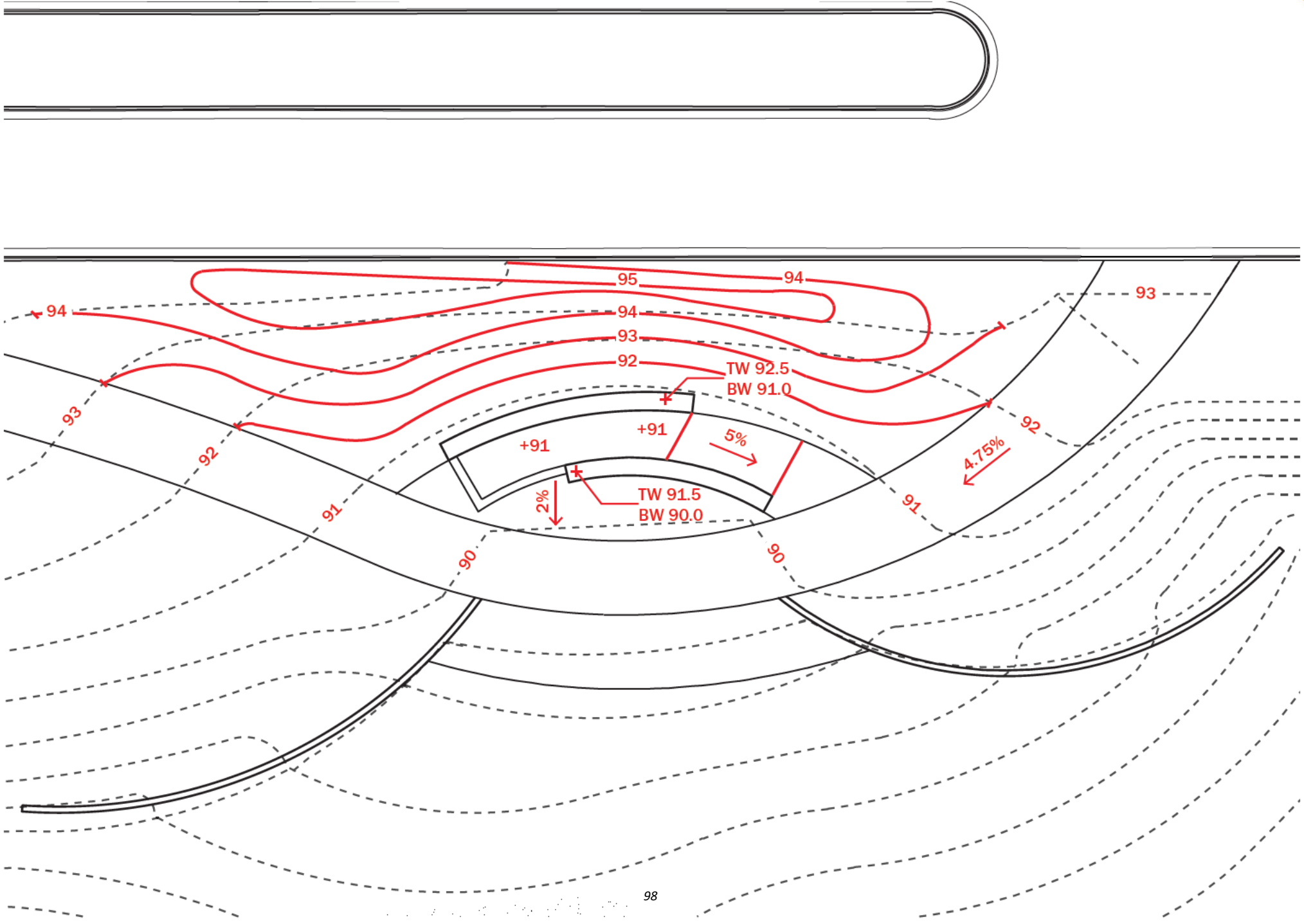
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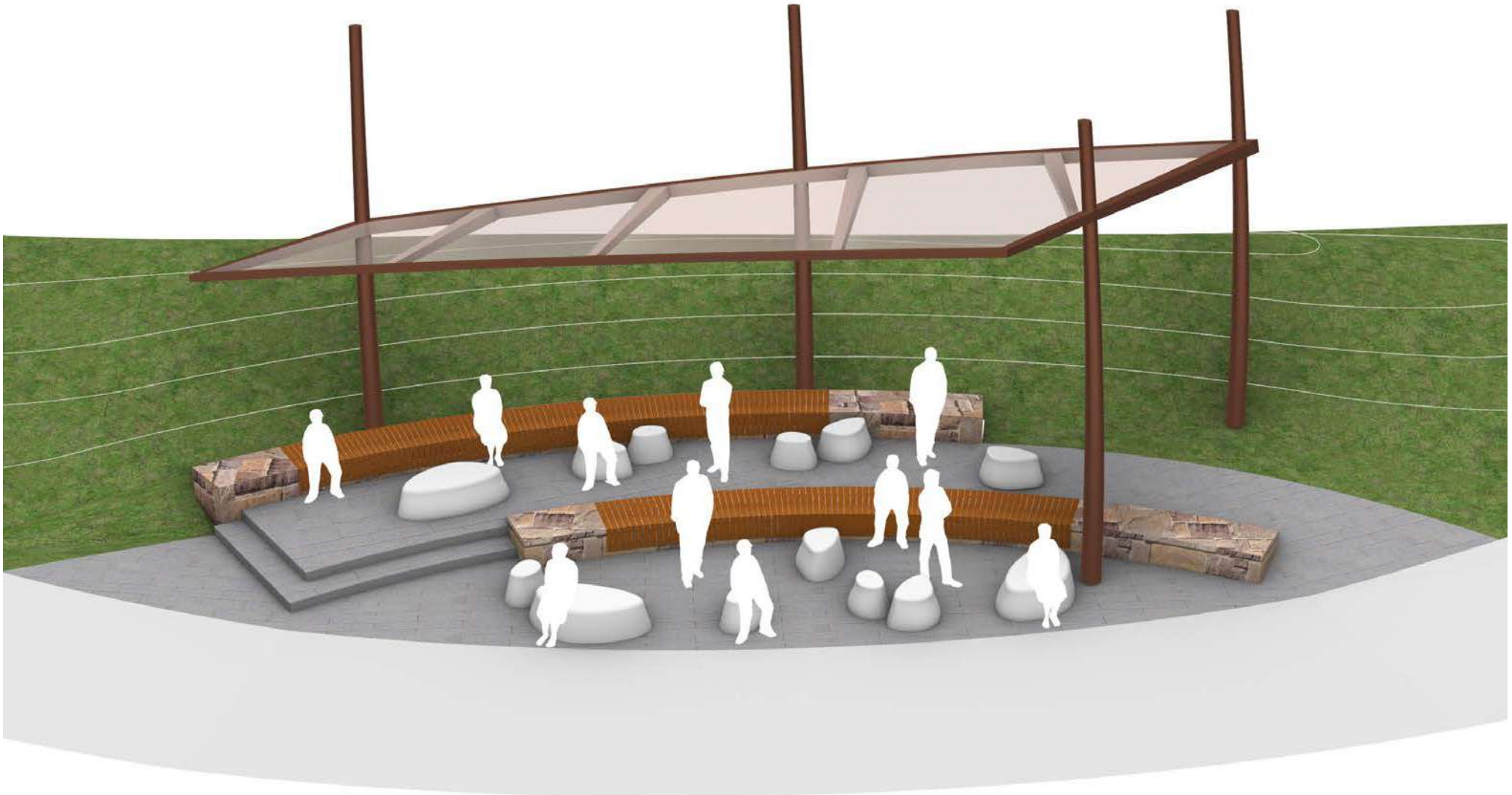
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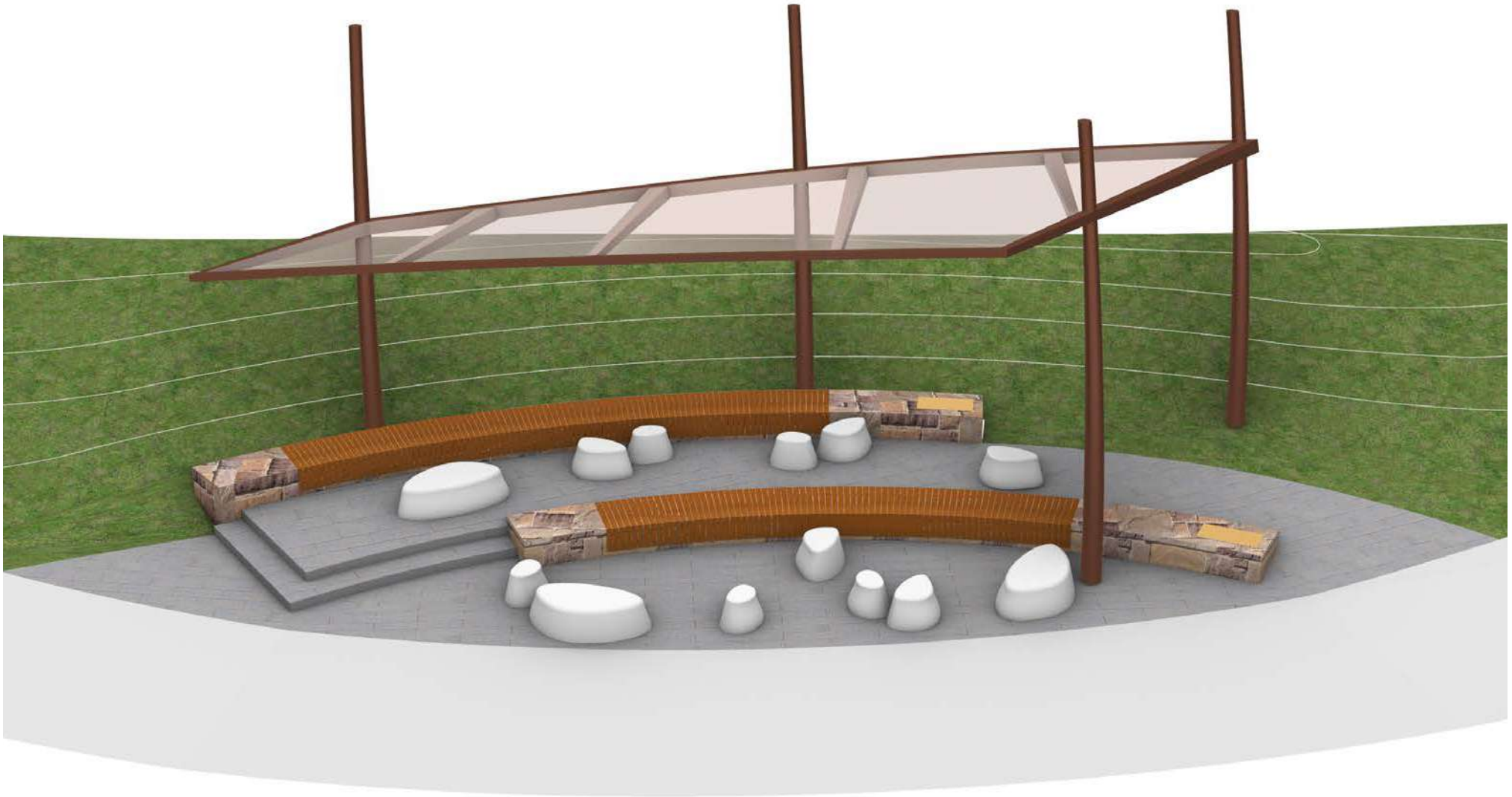
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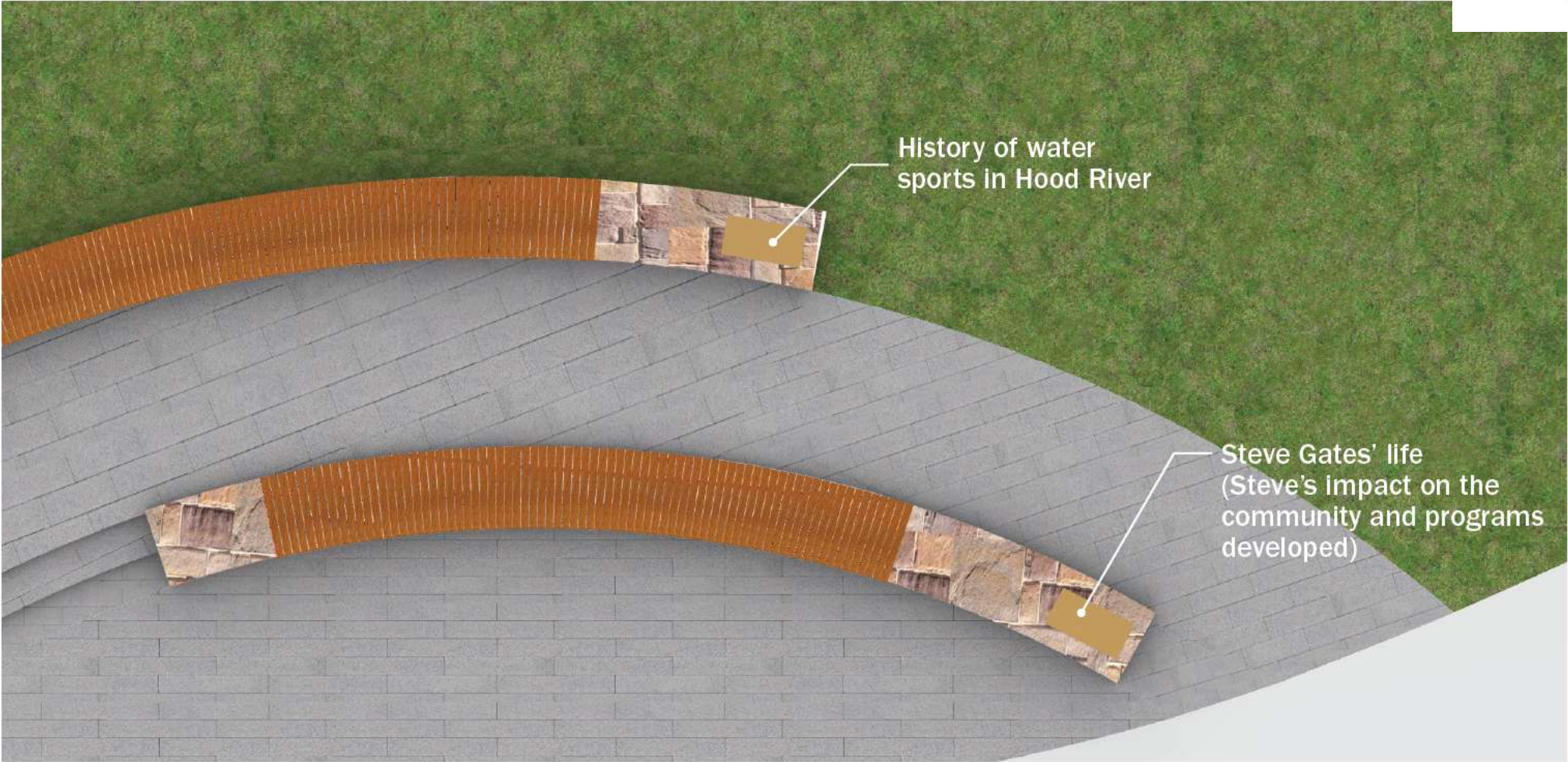
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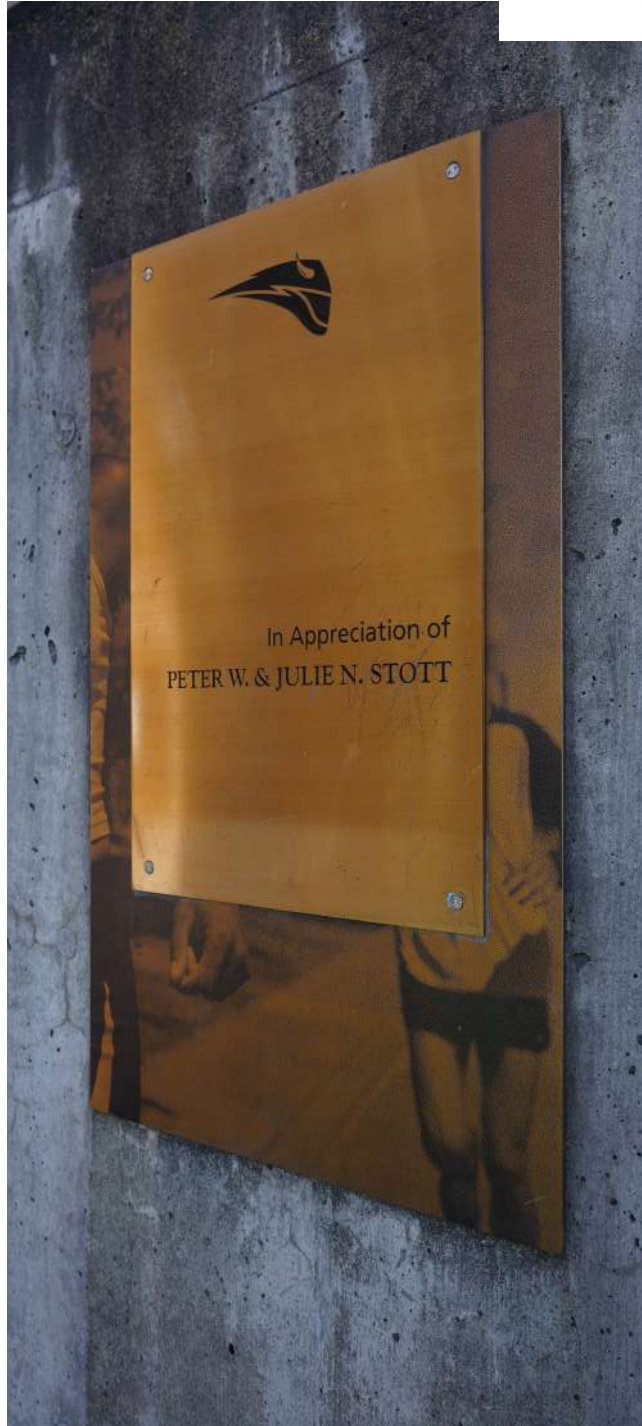
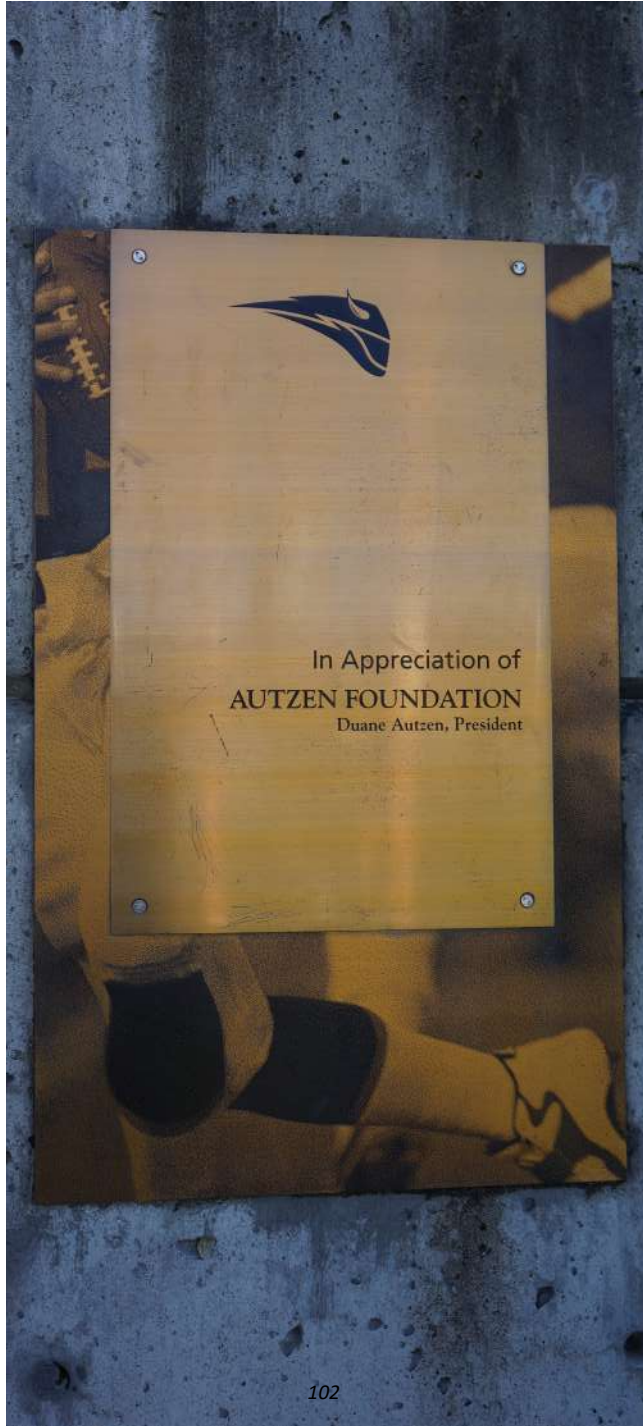
MESSAGING



MESSAGING - STEVE'S STORY



MESSAGING INSPIRATION



MEMORIAL AREA



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Commission Memo



Prepared by: Michael McElwee
 Date: April 21, 2020
 Re: Preliminary Bridge Load Rating

The last load rating analysis of the Hood River Bridge was conducted in 2003. At that time, the maximum vehicle weight was limited to 80,000 lbs. gross vehicle weight (GVW) or 40 tons. For comparison, the typical maximum weight limit for trucks on interstate highways in the state of Oregon is 105,000 lbs. GVW or 52 tons.

Several years ago, ODOT gave the Port notice that they would need to conduct a new Load Rating Analysis (LRA) for the Bridge. This effort was necessitated by a federal mandate that all bridges nation-wide be inspected with particular attention to the type and configuration of gusset plates in wake of the 2007 collapse of the I-35W bridge in Minneapolis. Separately, in 2013, the Federal Highway Administration directed states to give additional attention to the impacts of Specialized Hauling Vehicles (SHV), which are defined as single unit trucks with closely spaced multiple axles that concentrate heavy loads, for example, a concrete mixer.

ODOT contracted with David Evans Associates (DEA) last October to load rate a total of 26 bridges owned by ODOT and other entities including the Port of Hood River. DEA’s analysis utilized new load rating procedures to evaluate the impacts of SHVs. On March 17, we received their preliminary Load Rating Analysis. Based on these draft findings, DEA recommends that reduced weight limits be applied to the Bridge for all heavy vehicle types under ODOT’s vehicle classification system (see attached):

<i>Type</i>	<i>Current Weight Limit</i>	<i>Proposed Weigh Limit</i>
Type 3: 3-axle Single-unit truck	25 Tons	24 tons
Type 3S2: 5-axle tractor/trailer	40 Tons	32 tons
Type 3-3: 6-axle combo truck/trailer	40 Tons	32 tons
SU4: 4 axle SHV	27 Tons	22 tons
SU5: 5 axle SHV	31 Tons	24 tons
SU6: 6 axle SHV	34.75 Tons	25 tons
SU7: 7 axle SHV	38.75 Tons	25 tons

Once ODOT performs their review and accepts the load rating results, they will then provide the Port with official notice of the new load rating. The Port will be required to post new weight limits signs at multiple locations. This will likely need to occur by the middle of May.

Staff has begun reaching out to businesses that haul the major local commodities to better understand the potential impacts of the recommended reduced weight limit. Initial response is summarized as follows:

Fruit - Some orchardists, especially in the lower valley, haul bins across the bridge to Underwood Fruit. Based on a few interviews, the reduced weight limit would result in a few less bins on some larger hauls using Type 3 vehicles. This might require one or two additional trips per fruit calls during harvest, so a minimal impact.

Logs - Log trucks often transit the bridge in both directions. They typically haul at or just above 40 tons. It would be difficult for log trucks to haul at much less than full capacity so a weight limit of 32 tons could have a very significant impact. These trucks could use an alternative bridge to cross the Columbia River, but this is significant out-of-direction travel and not likely.

SHV - Concrete mixers and dump trucks use the Bridge on occasion. From one initial interview, it appears that the impacts of a weight restrictions to 22 and 24 tons (SHV classes associated with concrete mixers and large dump trucks) would be significant if these vehicles are hauling full loads.

General - At various times, typical semi-trucks use the bridge. We believe it is not uncommon for the GVW of these vehicles to exceed 40 tons and some undoubtedly haul at or near the Oregon legal limit of 52.5 tons. This is a vehicle type where we have very limited hard data on weight and almost no way to obtain it.

ODOT will not require significant weight limit enforcement to be carried out by the Port as truckers are expected to follow the posted weight limits. Although weigh-in-motion technology is an expenditure item in our 10-year Bridge Model it will be costly and administratively challenging to implement. Barring weigh-in-motion, the Port has very few enforcement options other than to contact the Weigh Master in Cascade Locks for occasional on-site enforcement operations.

Staff will continue to gather business feedback on the likely bridge weight limit reduction and better understand the implications for bridge customers and port operations.

RECOMMENDATION: Information and Discussion.

Bridge Posting Requirements for Specialized Hauling Vehicles (SHVs)

Specialized Hauling Vehicles (SHVs) are legal vehicles with legal axle weights that meet the Federal Bridge Formula (Formula B) equation for maximum axle group weight and represent short wheel based vehicles with multiple drop axles (such as modern concrete and dump trucks). These vehicles are commonly used in the construction, waste management, bulk cargo and commodities hauling industries. These vehicles consist of moveable axles that raise or lower as needed for weight, and result in higher loads concentrated over shorter distance.

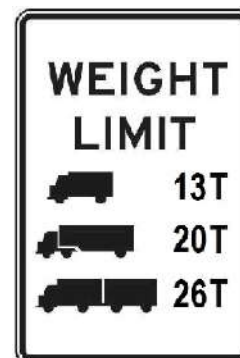
Since the 1975 adoption of the American Association of State Highway and Transportation Officials (AASHTO) family of three legal loads, the trucking industry has introduced specialized single-unit trucks with closely spaced multiple axles that make it possible for these short-wheelbase trucks to carry the maximum load of up to 80,000 lbs and still meet the “Formula B” equation. The AASHTO family of three legal loads selected at the time to closely match the Formula B in the short, medium, and long truck length ranges do not represent these newer axle configurations. These SHV trucks cause force effects in bridges that exceed the stresses induced by the Type 3, Type 3S2, or Type 3-3 legal vehicles by over 50 percent in certain cases. The shorter bridge spans are most sensitive to the newer SHV axle configurations.

The Federal Highway Administration (FHWA) sent a memo to all states on November 15, 2013 requiring every state to post bridges for SHVs that do not pass a load rating analysis for these vehicles, in addition to the current standard legal vehicles.

Routine Commercial Traffic Truck Models

To understand how the SHVs differ from the current standard legal vehicles, it is necessary to know what the standard legal vehicles are. The AASHTO legal vehicles, designated as Type 3, Type 3S2, and Type 3-3 are sufficiently representative of routine average truck configurations in use today, and are used as vehicle models for load rating. When a load rating shows that a bridge does not have sufficient capacity for any one of these standard legal vehicles, the bridge must be posted for load.

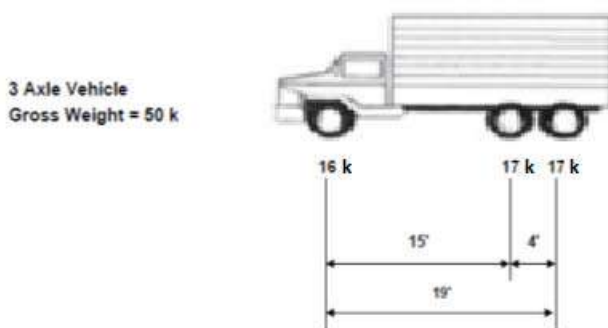
When a bridge needs to be posted for less than legal loads, Oregon uses a single weight-limit sign or a three-vehicle combination sign that conforms to FHWA’s *Manual on Uniform Traffic Control Devices* (MUTCD). Some truck operators make the mistake to try and count the number of axles/wheels shown on the silhouettes in the posting sign to determine which one controls for their vehicle. The



reason that is a mistake is that the top silhouette represents all single-unit legal vehicles; regardless of the number of axles/wheels they may have. Likewise, the middle silhouette represents all semi-tractor and trailer legal vehicles; regardless of the number of axles/wheels they may have. And the bottom silhouette represents double combination vehicles of either a single-unit vehicle or a semi-tractor and trailer towing a loaded trailer. In general, the silhouettes on the three-vehicle combination sign represent the Type 3, Type 3S2, and Type 3-3 Legal Vehicles that are used in bridge load ratings and load postings.

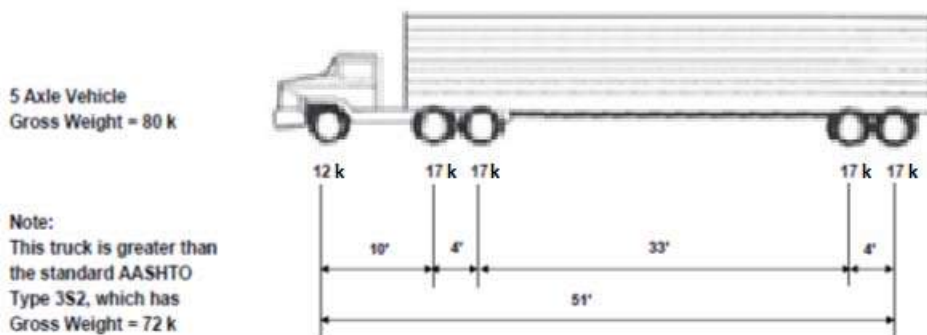
Type 3 Legal Truck

The Type 3 legal vehicle is a three axle single-unit vehicle with a gross vehicle weight of 50,000 LBS (25 tons).



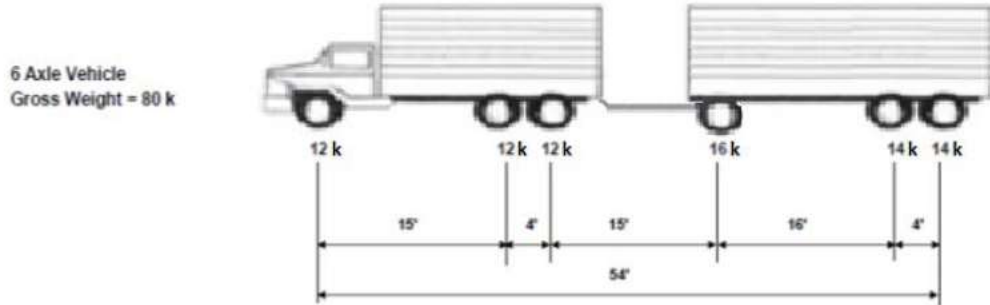
Type 3S2 Legal Truck

The Oregon Type 3S2 legal vehicle is a five axle semi-tractor and trailer combination with a gross vehicle weight of 80,000 LBS (40 tons). This Oregon vehicle model is heavier than the 72,000 LBS (36 tons) national Type 3S2 vehicle model.



Type 3-3 Legal Truck

The Type 3-3 legal vehicle is a six axle combination of a single-unit vehicle pulling a loaded trailer with a gross vehicle weight of 80,000 LBS (40 tons).

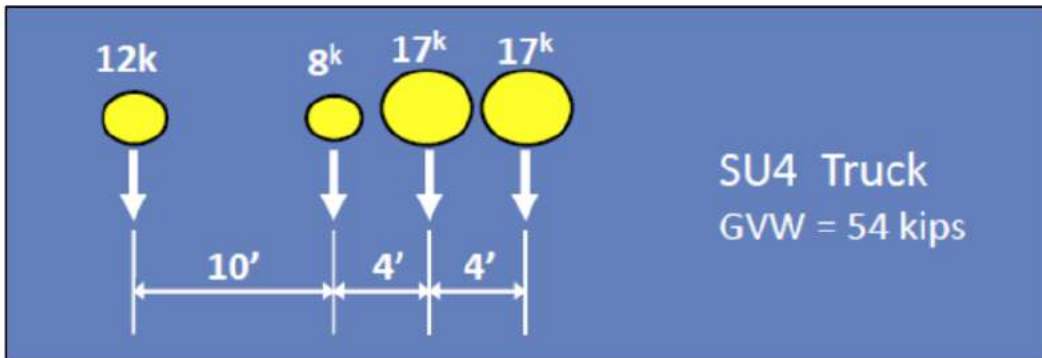


Specialized Hauling Vehicle (SHV) Models

Four Specialized Hauling Vehicle models were adopted by AASHTO in 2005 to represent new trucks that comply with Formula B and meet all Federal weight regulations.

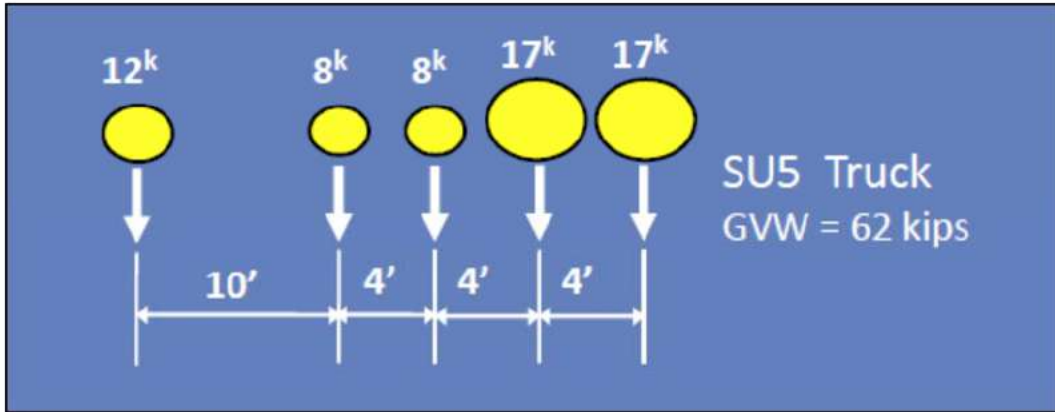
SU4 Legal Truck

The first SHV model is the SU4, which is a four axle vehicle with a gross vehicle weight of 54,000 LBS (27 tons).



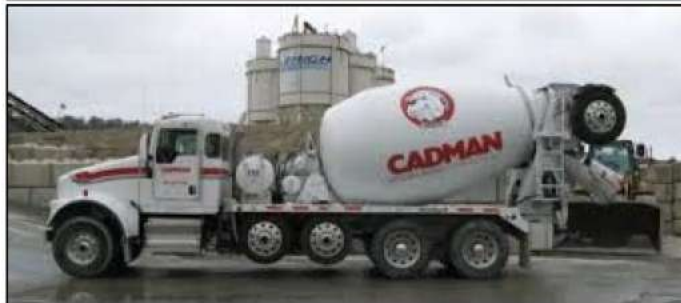
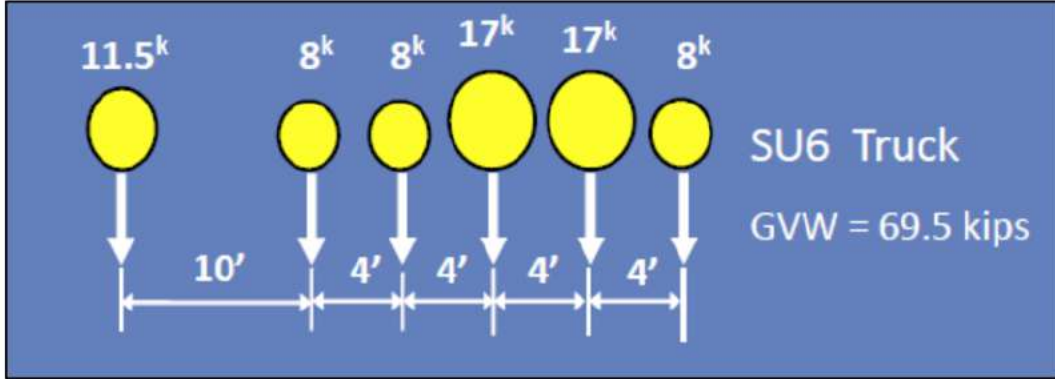
SU5 Legal Truck

The second SHV model is the SU5, which a five axle vehicle with a gross vehicle weight of 62,000 LBS (31 tons).



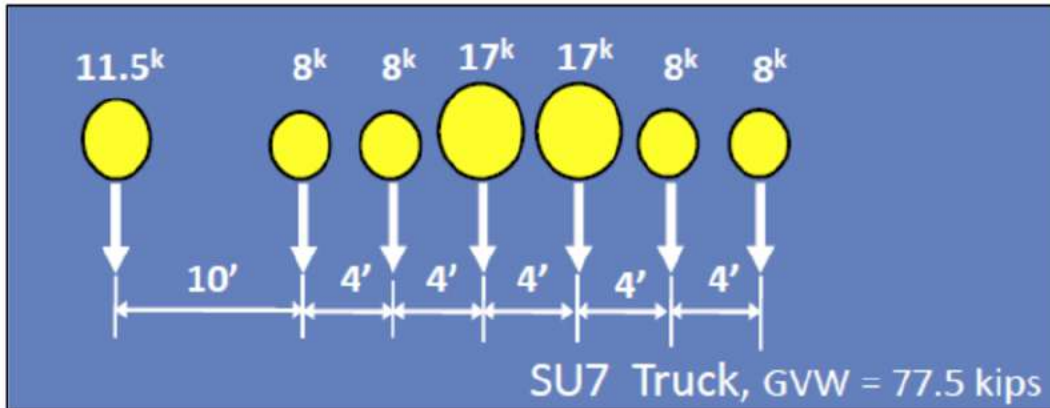
SU6 Legal Truck

The third SHV model is the SU6, which is a six axle vehicle with a gross vehicle weight of 69,500 LBS (34.75 tons).



SU7 Legal Truck

The fourth SHV model is the SU7, which is a seven axle vehicle with a gross vehicle weight of 77,500 LBS (38.75 tons).



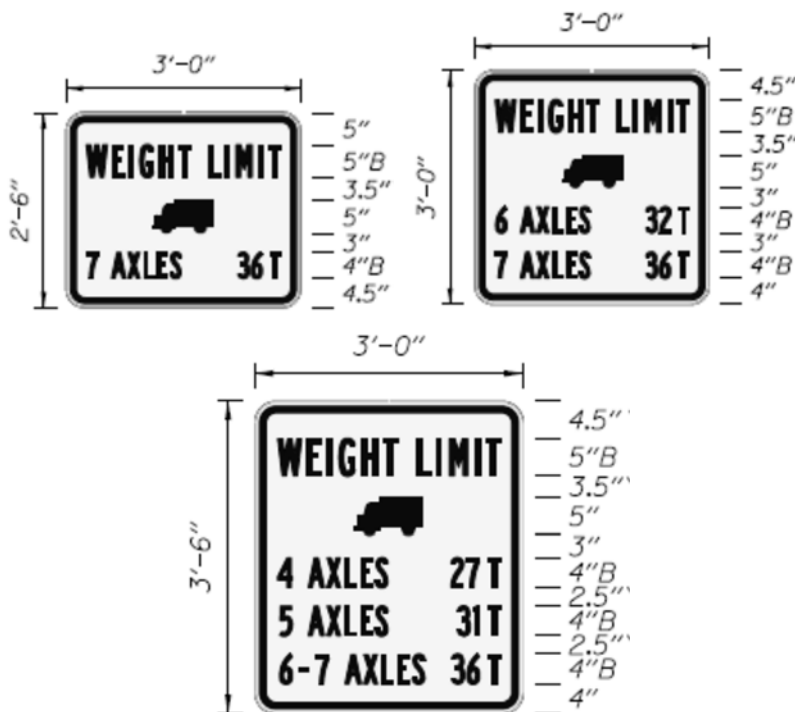
Bridge Load Posting for SHVs

When a load rating shows that a bridge does not have sufficient capacity for any one of the four Specialized Hauling Vehicle models, the bridge must be posted

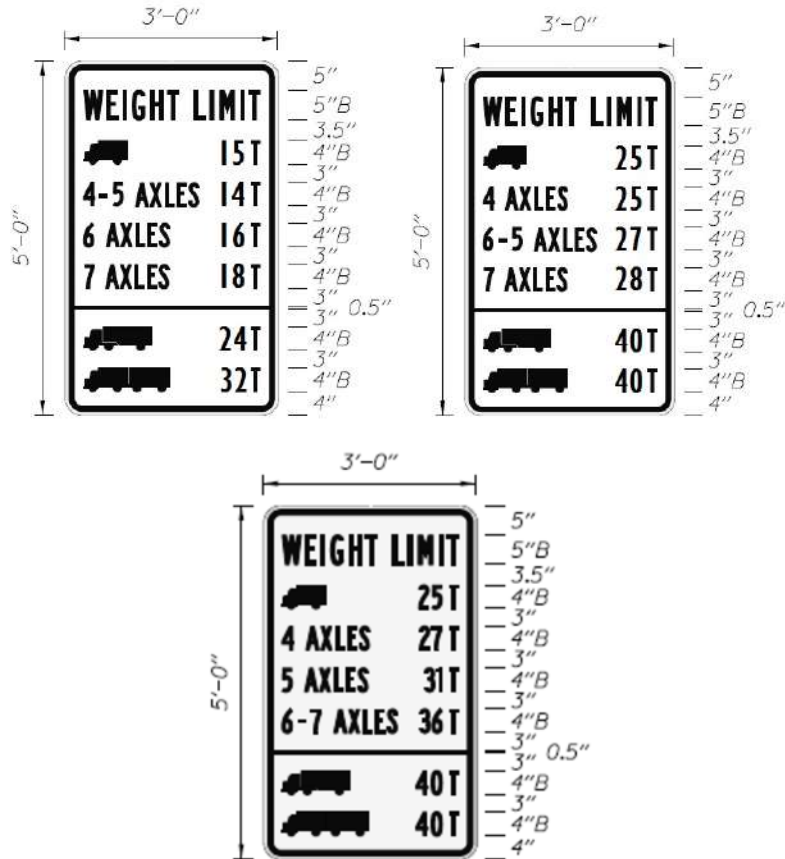
for load. Posting signs must conform to the Manual on Uniform Traffic Control Devices (MUTCD). The MUTCD only has one sign (R12-5) that has silhouettes of trucks for load posting; which are for the three standard legal vehicles. The MUTCD does not allow any other silhouettes of trucks to be used on signs, so there will be no new silhouettes depicting the SHVs on a posting sign. Plus, there is a safety issue of having truck drivers attempting to count the number of axles depicted on a sign while travelling at highway speeds.

The MUTCD does allow the language on posting signs to be modified to account for the posting of Specialized Hauling Vehicles. It is up to each state to determine the language to be used on the posting signs for SHVs. ODOT has designed three new posting signs that will be used under different scenarios when a bridge requires posting for SHVs.

Since SHV trucks can cause force effects in bridges that exceed the stresses induced by the Type 3, Type 3S2, or Type 3-3 legal vehicles by over 50 percent in certain cases, there is a possibility that a bridge has sufficient capacity for legal axle weights and 80,000 LBS GVW for routine commercial traffic, but does not have sufficient capacity for the different SHV configurations. Instead of penalizing all trucks from using the bridge, the following posting sign was developed to restrict only multi-axle single unit vehicles to a lower gross vehicle weight. The posted weight for each single unit vehicle will be determined on a case-by-case basis for the safe load capacity of the bridge. The following weight limit signs are designated as Sign Number OR12-5g from the ODOT Sign Policy and Guidelines, Chapter 3, page 3-112.



The second posting sign is to be used when both routine commercial traffic and SHVs are required to be posted for load. The following variations of the weight limit sign are designated as Sign Number OR12-5f from the ODOT Sign Policy and Guidelines, Chapter 3, page 3-111.



Commission Memo



Prepared by: Fred Kowell
 Date: April 21, 2020
 Re: AET Update

The following is a summary update on the All Electronic Toll System implementation.

What the new system will be enable bridge users to do:

1. Pay your toll before you receive a letter by going online and entering your license plate number. A letter is generated every 7 days so customers can pay their tolls before they receive a letter and without being charged an ancillary fee.
2. Pay your toll after a letter (invoice) is mailed to you by going online and entering your invoice number. The ancillary fee will be waived if you become a Breezeby customer within 30 days of the invoice. This letter will be mailed about after 7 days or weekly.
3. Pay your toll after the second letter is mailed to you. The second letter will be generated with a late fee of \$20 after 10 days have passed from date of the 1st letter (Total of 17 days after the crossing). The letter will state that any unpaid balance after 30 days will go to Collections. Payment can be done online and any ancillary fee will be waived if the customer opens a Breezeby account. Late fees are not eligible for waiver.
4. A 3rd letter will be generated for Oregon license plates when their unpaid account balance is be sent to Collections. The letter will state that their vehicle registration is being placed on hold until payment is made for the unpaid balance.

The following Messaging and Programming steps have been completed:

April 10th – Validated file from Oregon DMV and ran test letters.

April 15th – Ads placed with newspapers to run for the next three weeks beginning April 22. Press release issued, website and social media announcements made. Message is to tell customers that they can save 50% off their tolls if they become a Breezeby customer and their ancillary fees are waived.

April 17th – Finalize letter language with Legal Counsel(s) and program language into AET system.

April 22nd – Newspaper ads run and finalize the language for the inserts that will be stuffed with the letters (invoices). Inserts will assist customers in paying their tolls and alerting them to save money by using Breezeby.

April 24th – Finalize programming the website to take payments for customers that want to pay their toll before they receive a letter based off of their license plate number. This part of the programming will be operational before May 1st.

April 25th – Finish interface testing with Duncan Solutions for file data on license plates.

April 27th – Training for staff on new AET system integration.

April 30th – Test payment system for those that receive an invoice and want to become a Breezeby customer to waive the ancillary fee and to receive a lower toll.

May 1st – Tolls start charging Breezeby customers and AET is fully operational.

May 6th – Payments can be made for those that receive an invoice.

May 8th – Start invoice process

May 9th – 1st invoices are mailed.

RECOMMENDATION: Discussion.



BRIDGE REPLACEMENT PROJECT

Project Director Report
 April 21, 2020

The following summarizes Bridge Replacement Project activities from April 4-16, 2020

PERSONAL SERVICE CONTRACTS UPDATE. The Project currently has seven open personal service contracts (PSC). Several others have either been completed or expired. Here is a summary of the currently open PSCs.

	CONTRACTS							est. contract amend	6/30/20 contract remaining/ unused
	Original	Amount	Last Amend	No.	Total Amend	Total	Expires		
WSP	6/1/18	\$3,148,000				\$3,148,000	1/31/21	2021 2Q	\$943,559
Otak	1/10/18	\$20,000	6/19/18	#1	\$30,000	\$50,000	6/30/20	2021 1Q	\$6,616
*Siegel-NEPA	7/12/16	\$9,000	4/7/20	#7	\$163,631	\$172,631	6/30/21	2021 2Q	\$30,545
ODOT	4/25/19	\$160,000	12/16/19	#1	\$40,000	\$200,000	4/25/24	n/a	\$63,801
WSDOT	3/25/19	\$50,000				\$50,000	when done	n/a	\$48,699
Nez Perce	1/15/20	\$50,000				\$50,000	6/30/20	n/a	\$24,069
Siegel-Gov	4/15/20	\$75,000				\$75,000	3/30/21	2021 1Q	\$50,000

*Total contract is for \$244, but \$71k occurred before NEPA

Staff anticipates contract amendments with WSP for contingency usage, Otak for possible engineering selection process, Siegel for continued Post-NEPA guidance and Level 2 governance evaluation. In the next fiscal year, a new PSC could be brought forth to evaluate toll policies on the new bridge. All contract activity has been completed within budgeted category amounts and been approved by ODOT.

BIOLOGICAL ASSESSMENT UPDATE. Project Team is still waiting to hear back from FHWA/ODOT’s construction team to find out how many years will be necessary for construction. Currently the window is five years for construction and three for demolition. The resource agencies would like to see that reduced.

HISTORIC PROPERTIES SURVEY. Level 2 historic structure surveys have been completed in Hood River and White Salmon.

ARCHAEOLOGICAL SURVEY. The Level 1 draft report for the parcel of interest in White Salmon was completed last week. FHWA/ODOT have two weeks for comment with a final being released in mid-May. This will determine whether a Level 2 survey is required.

TRIBAL AGENCY UPDATE. Tribal consultations are on hold until the end of May. Yakima County has a high number of COVID cases, so the Yakama Nation may take longer to be available. The Project Team will be working with WSDOT staff in outreach to Cowlitz. Nez Perce has completed draft of their Ethnographic Survey and ODOT is reviewing.

USACE FEEDBACK. Project team received comments from the Corps' real estate, environmental and regulatory disciplines on the draft NEPA document. WSP will incorporate their comments in the Supplemental DEIS. One more meeting to summarize their findings will likely be scheduled before completing this task.

The Port received a permit from the Corps to conduct in-water geotechnical borings at 5 locations though we requested borings at 10 locations. Will be following up with Corps to find out how to get all bore locations permitted.

BUILD GRANT. The notice of funding has been released for the \$1-billion Better Utilizing Investments to Leverage Development (BUILD) transportation funding package. Staff is recommending that the Port Commission authorize submittal of a \$5M BUILD grant application including the commitment of \$1.25M in tolls as the local match. This will allow for completion of 15% design. A formal request will be developed for the Commission's May 5th meeting. Details include:

- There is no minimum award size for planning grants. The maximum award size for any grant is \$25M, and "at least" \$15M will be awarded for planning grants not resulting in construction.
- \$500M will be made available to rural projects and not more than \$100M will be awarded to projects in a single state.
- Planning grants do not require a BCA.
- Local match of 20%. For a \$5M grant request, \$1.25M would need to be provided by applicant for a \$6.25M project.
- Joint applications are accepted. A request has been placed in to Klickitat County about applying jointly.
- Call in to WSDOT to obtain letter of support for application.
- Successful applications would be announced in September 2020.
- Deadline for submissions is May 18th.
- ODOT has process for issuing letters of support for specific projects.

OTHER ITEMS

- May Update is attached.
- Finalizing government affairs scopes of work for next fiscal year.
- Project Director periodically meets with engineering firms and contractors interested in the project. WSP's bridge engineer met with management to discuss the next phase. From an engineer's perspective, 30% design allows some cost effectiveness and risk items are reduced substantially. Chuck Green felt that it would likely take 12 months to complete 15% design. It's always good to engage firms interested in the project and these contacts will increase as NEPA nears completion.
- Received confirmation that all non-NEPA, post-construction activities are reimbursable by HB2017. This includes governance, traffic and revenue studies, financial analysis and engineering.

- Awaiting Land Use Technical Report update.
- Once the in-water work window is negotiated for the BA, the next survey is done and the preliminary results from the ethnographic surveys are in-hand, WSP is proposing to move the SDEIS forward in mid-May. That would include 3 of the 4 items we need to move forward. Tribal consultation input would be incorporated during the review process.
- Conducted a Zoom practice session with Steve Siegel in anticipation of the April 24th Bi-State Committee meeting.
- The Reg. 1 ACT Meeting scheduled for April 6th at the Port of Cascade Locks was cancelled due to COVID concerns.
- Project Team has been forgoing bi-monthly update meetings in exchange for periodic phone calls.

MEETING SCHEDULE

- Bi-Monthly NEPA Coordination, April 23
- Bi-State Working Group, April 24
- Cultural Resources Coordination, April 24
- BUILD ODOT Support Letter Due, May 1
- Boswell Interim Planning, May 4
- Bi-Monthly NEPA Coordination, May 14
- Cultural Resources Coordination, May 22

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EIS UPDATE

BRIDGE REPLACEMENT PROJECT

MAY 2020

In December 2003, a draft environmental impact statement (EIS) was published as part of a bi-state collaborative effort. This draft EIS was the first step in complying with the National Environmental Policy Act (NEPA). Currently, the Port of Hood River (Port) is advancing the project to complete the EIS effort and position the project for future funding and construction.

What’s new on the project?

- Preparing documentation for potential historically significant properties that are eligible for listing on the National Register of Historic Places to submit to the Oregon State Historic Preservation Office and the Washington State Department of Archaeology and Historic Preservation.
- Developing a fieldwork plan for additional archaeological investigations that supplement the work conducted in Fall 2019.
- Gathering feedback from the US Army Corps of Engineers on navigational information and analysis to include in the Supplemental Draft EIS.
- Completing the revised draft biological assessment to address FHWA, ODOT, and liaisons to the National Marine Fisheries Service technical review. The biological assessment documents Project impacts to threatened and endangered species and habitat and associated proposed conservation measures.
- Due to the coronavirus pandemic, consultations with the Native American tribes are on hold.

What are the next steps?

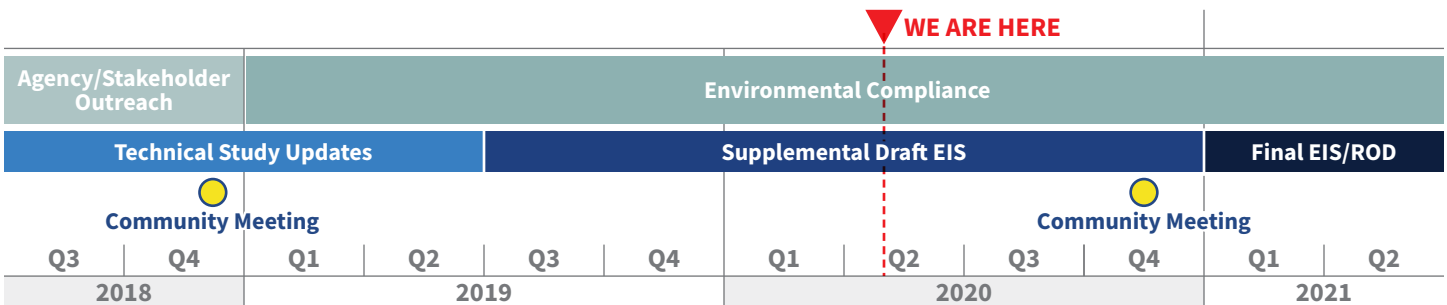
- Conduct additional archaeological investigations in areas where more information is needed.
- Consult with Native American tribes on cultural resources, access to the Columbia River, fishing activities, treaty rights, and any other interests identified by the tribes that relate to the Project.
- Continue to consult with the Columbia River Inter-Tribal Fish Commission (CRITFC) and other federal, state, and local agencies, as needed.
- Integrate additional cultural and biological baseline conditions, impacts, and mitigation into the draft Supplemental Draft EIS.



How would bridge replacement benefit the Columbia River Gorge communities?

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

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



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

PROJECT CONTACT

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

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Executive Director's Report

April 21, 2020

Administrative

- The Strategic Business Plan work session scheduled for April 21 has been canceled. Staff will prepare a recommended revised schedule that responds to the COVID-19 crisis. May 7 is our scheduled Budget Committee Meeting starting at 1:30 p.m.
- Minutes from the March 10 Strategic Business Plan Work Session, April 7 Spring Planning Works Session, and April 7 Regular Session will be presented for approval at the next meeting. There was a technical issue related to the Port's work-from-home protocols that has delayed the preparation of the draft minutes in time for approval at this meeting.
- The following identifies updated Port operations issues in response to the COVID-19 pandemic:
 - Most Facilities Dept. staff is now working with appropriate social distancing and other actions to reduce risk.
 - Some PPE in stock (primarily gloves) has been distributed to the HRCHD PPE Task Force. Additional non-PPE supplies (primarily T.P. and disinfectant) has been distributed to local food security agencies.
 - Waterfront restrooms remain closed and all trash cans and port-a-potties have been pulled into the yard for foreseeable future.
 - The Event Site remains closed with barricades at the parking lot entrance. Additional "AREA CLOSED" signs were installed throughout the waterfront. Hook, Spit and Swim Beach gates, and Waterfront Trail remain open, but staff is monitoring for heightened activity that could require gate closures. Boat launch remains open after consultation with Oregon State Marine Board.
- Staff will seek to convene the Personnel Committee the week of April 20 to discuss potential personnel actions depending on the length of the COVID-19 Stay at Home orders.
- The attached memorandum was received from Marla Harvey, Hood River County Energy Council Coordinator. The Council is requesting \$10,00 from the Port and other parties to support their work to achieve Energy Council objectives.

Recreation/Marina

- Staff has prepared the attached Waterfront Access Update and sent it to both waterfront stakeholder groups and the Marina tenants.
- Marina Wait Lists have been significantly decreased with high turnover for the 30' and under slips. Currently 11 tenants are in default.

- The summer concessions are currently on hold for set up. Some are looking ahead to the challenges that they will face this summer and are considering downscaling or taking a season off. Daryl is working with each of them.
- All events are on hold until further notice, along with picnic shelter reservations.
- Several projects remain on hold - Nichols Dock Ramp, S. Dock repairs, ACL mooring bollards and Event Site Vendor Dock.
- American Cruise Lines has submitted the attached letter to the Hood River City Council regarding their future operations and continued uncertainty.

Development/Property

- Wiring for the 2nd power generator by Hage Electric is complete. Startup and testing are scheduled for April 24. The contractors will be on site all day going through start up procedure and testing. Once they have completed testing, they will do the crossover. This should be a 10-15-minute operation and the office would be fully functional after that.
- The city of Hood River appears to be moving away from formation of a LID to address the waterfront storm line in favor of utilizing tax increment financing from the Waterfront Urban Renewal District. The City has approved a contract with Tetra-Tech Engineering to prepare plans and specifications for the project. That engineering work is expected to be complete by August with construction this fall.
- FORTH has forwarded the attached report on the feasibility of a charging station on S. 1st Street prepared by Pacific Power. Forth appears to be moving forward with four charging stations in other locations. The fifth site has not yet been selected.
- The Big 7 roofing contract will likely go back out to bid within the next 2 weeks. The delay to rebidding results from additional roof inspections and identification of a small seismic issue that had to be addressed. Additionally, it was agreed that the originally specified roofing material was not the ideal material and the new specification will add more durability and lower cost. Coffman Engineering is now acting as the lead consultant on this project, with help from Liz Olberding.

Airport

- Only two T-Hangar tenants that have been in violation of their leases remain to be resolved.
- As part of the recent Federal CARES Act, the FAA will be contributing 100% of the funds for the N. Ramp Project. This is estimated to be about \$256,000 As part of the same legislation the FAA will also be contributing funds to each airport nation-wide depending

on size. For the Ken Jernstedt Airfield, the amount is \$30,000. It is not yet clear what that funding can be used for, but Staff will likely have an update at the meeting on the 21st.

- Tac Aero has taken over a small part of airport maintenance in order to assist Port staff during this awkward time. They will be mowing the grass runway and weed whipping their areas around their buildings.
- Staff met with Coffman Engineers and a paving contractor to discuss paving a portion of the south ramp that is currently a building pad site. This paving would host tie downs that will be lost during the summer to the North ramp construction projects. Staff anticipates having a contract for Board consideration on the 5th of May.
- The first small phase of the COVI project is complete. The irrigation pipe for Farmers Irrigation District was installed and tested on Friday and turned on Saturday for use. The project went well and the second phase is scheduled to start the second week of May.(See photos below).



Bridge/Transportation

- Guard rail repairs from the extensive damage that took place last December are complete. The work was completed in four days. Port staff provided flagging.
- The preliminary load rating analysis being carried out for ODOT by David Evans & Associates is complete and being reviewed by ODOT. The projected rating may have a significant impact on some large vehicle classes. This is a subject for further Commission review and discussion.
- Staff is working very hard to ensure that All Electronic Tolling (AET) is operational by May 1. There are many technical, practical and public-messaging details to be worked out,

several issues of which the Commission should be aware of. The agenda has a progress update for Commission discussion.

- Given the low traffic volumes and the need to complete the biannual repair and maintenance deck welding on the south lane, staff sought and approved a proposal from Bulldog Welding. The work will take place weekdays April 20 - May 1 between 7:00 a.m. and 3:00 p.m. Port staff will provide flagging. This is an item on the Consent Agenda.
- The US Dept. of Transportation has released a Notice of Funding Opportunity for the Better Utilizing Investments to Leverage Development (“BUILD”) grant program. The \$1-billion program allows for planning and engineering costs. A 20% local match is required. For the bridge replacement project, 15% design, geotechnical borings, and support costs would likely be in the \$6-million range. With a \$1.2M local match, the grant would be for \$4.8M. Most of the INFRA grant application could be modified to meet BUILD requirements. A small support contract with FCS Group would be required to make technical adjustments where needed. A joint application with Klickitat County may increase the chances of success.



Memorandum

To: Michael McElwee, Executive Director, Port Commission
From: Marla Harvey, Energy Coordinator [MCEDD Program Manager]
Date: April 3, 2020
Re: Hood River County Energy Plan Implementation Update and Request

The Hood River County Energy Council formed in 2019 to collaboratively develop and execute an implementation strategy for the ambitious Hood River County Energy Plan. Supported by staff at Mid-Columbia Economic Development District, this 11 member council is working with local and regional stakeholders to advance the Energy Plan through strategic planning, project recommendations and development, relationship building, and fundraising. As the Council moves into its second year, we want to thank the Port of Hood River for your financial support and Council participation and share some highlights from our first year.

2019 Accomplishments

In 2019, the Energy Council focused its efforts on creating a strong organizational foundation, assessing opportunities for community solar investment, increasing local resiliency and sharing resources with public jurisdictions with the following efforts:

Formalized the Energy Council and increased expert in-kind support. Current Energy Council members add expertise in climate policy, energy project finance and development, electric vehicles, community engagement, and low-income energy assistance. In addition, community members, non-profits, public bodies, and technical assistance providers are coordinating with the Energy Council to pursue or provide resources to support Energy Plan implementation.

Secured resources to increase community resilience. Specifically, resources that:

- Funded the design of solar and storage microgrids at ten critical facilities throughout the County. These systems would reduce disruptions by providing continuous power for critical services in extended outages without the refueling or health costs of traditional backup power systems. They would also reduce energy costs in normal conditions.
- Will help the community understand and prioritize resilient energy projects through the creation of maps and prioritization tools that overlay needs with energy opportunities.
- Will increase ability to fund energy resilience systems by supporting data collection and research that builds the community and business case for resilient energy systems.
- Supported development of a power-outage preparedness resource list detailing weatherization, backup power options, and funding sources that could help residents prepare for outage situations.

Worked with the Port of Hood River to assess solar development opportunities at the Jensen building and the Airport and shared resources on alternative fuel vehicle options.

While analysis indicates that community solar would be cost prohibitive for these properties at this time, the Port could use these preliminary feasibility studies to consider direct metered solar or community solar in the future, should cost saving opportunities arise.

Increased Investment. In the last year, volunteers and staff helped **leverage close to a million dollars to support Energy Plan implementation** in the form of feasibility studies, project grants, and grants to increase local capacity. In addition to those already listed, Council members and staff fundraised for or connected the community to opportunities that supported innovative projects such as: Adams Creek Co-housing’s work towards a net zero energy, fossil free 25 unit new development; a pilot for the first rural electric car share in the nation, feasibility for hydro generation projects in irrigation systems, and a potential electric school bus and micro grid pilot.

Looking Ahead

While a lot was accomplished in 2019 through dedicated staff, volunteer, and partner efforts, we know it is just the beginning. In 2020, the Energy Council looks forward to expanding on the work started in 2019 by:

- Supporting funding efforts for solar and battery microgrid systems at critical facilities.
- Continuing to plan, prioritize, and implement energy projects that increase community resilience in the long term. Specifically, using mapping tools to prioritize projects that meet community needs, analyzing the business impacts of power outages, identifying and securing funding streams that can support energy resilient systems, and more.
- Supporting public partners in completing assessments, identifying opportunities, and securing technologies that increase resilience and efficiency of publicly owned facilities and fleets, such as school buses and City and County buildings.
- Increasing access to weatherization and renewable energy funding through local campaigns that strategically promote opportunities in communities where access to these resources is low but its impact would be significant.
- Explore opportunities to increase publically available charging stations.

As we move forward with supporting Energy Plan implementation, we hope we can continue to count on Port support. Stable local match is critical to showing community buy in and leveraging outside resources. We also look forward to continuing to work with the Port of Hood River on project development and execution.

Request: To support this important work and ensure Energy Plan implementation continues to be a collaborative, multi-jurisdictional, and effective effort, please continue to support this important work with a contribution of \$10,000.

Waterfront Access Update April 15, 2020

1. The Port of Hood River website will have the most accurate updates, so please check there if you are wondering what is open or not.
2. The message to out of town people is that the Gorge is closed for recreation. We love them and want them to come visit however now is not the time.
3. All Port Waterfront Restrooms (including HRYC building) are closed and trash service has been suspended.
4. Doggie pick up bags are currently unavailable. People should bring their own.
5. Concessions- All set-up is on hold.
6. Event Site Beach and Parking Lot- Closed.
7. Marina Beach- Closed.
8. Lot #1- Closed.
9. Spit- Closed.
10. Waterfront Park-Closed.
11. Waterfront Trail- Open. People are urged to comply with social distancing requirements and non-residents are urged to stay home.
12. Marina- Open for tenants.
13. Marina Tenants will always have access to their boats, even if the River were to get shut down.
14. Marina Water- has been turned on.
15. Marina Pump Out Station- ON
16. Fuel- Open. It is run by the Shell Station, give them a call from the phone on the dock. Please give them at least 15 minutes to send someone over.
17. Guest Dock- Open. Electric is currently turned off.
18. Boat Ramp and adjacent parking lot-Open. Users are urged to comply with social distancing requirements and non-residents are urged to stay home.
19. Oregon has closed all recreational hunting and fishing to non-residents beginning Friday, April 10. (Meaning, if you are not a resident of the state of Oregon, you cannot hunt or fish here). (More information on that here: https://www.dfw.state.or.us/news/2020/04_April/040920.asp)
20. Boating on the Columbia- Open.
21. Hook- Open for river access. Users are urged to comply with social distancing requirements and non-residents are urged to stay home.

PLEASE REMEMBER THAT ALL OF THIS IS SUBJECT TO CHANGE AND IMMEDIATE CLOSURE IF SOCIAL DISTANCING REQUIREMENTS CANNOT BE MAINTAINED.

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741 Boston Post Road, Suite 200 • Guilford, CT 06437 • (203) 453-6800

April 13, 2020

Dear Hood River Council Members:

American Cruise Lines is more committed than ever to its operations in the United States and each of the communities we visit. The disruptions caused by COVID-19 have been unprecedented, but our resolve is firm and we continue to build additional ships for the U.S. market. We appreciate being a part of the Hood River community and wish you the best in this most challenging time.

As you make future decisions, please keep in mind that American Cruise Lines operates U.S. built and flagged small passenger vessels crewed by U.S. citizens and visiting only U.S. ports. Our guests are principally U.S. citizens and we may limit passage to only persons residing in the United States. Further, American Cruise Lines is a 100% American owned family business.

Our three vessels that operate in Hood River *American Song*, *American Pride* and *Queen of the West*, carry less than 185 passengers. For the months of June and July to allow for social distancing on board the ships and tenders, we have further reduced passenger capacity.

We would be happy to participate in any discussion about passenger vessel visits and are willing to candidly discuss any concerns raised by the community. It is important to understand our differences as a company, as well as the economic impact that we have in the community.

In the coming weeks, we remain hopeful circumstances will improve and we will begin to coordinate with ports to develop protocols and a timeline for the small US flag vessels to return to service. All our vessels are safely docked in U.S. ports, adhering to rigorous security and sanitation protocols. We suspended operations early and our entire American Cruise Lines fleet of 11 vessels has been without a single onboard COVID infection.

Please accept our request to be part of Hood River's working group to develop best practices and protocols for the return of US flag passenger vessels to your community. In the meantime, be safe and let us know if we may be helpful in anyway.

Best regards,

Mike Olivo
Senior Manager, Marine & Hotel Operations

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Project Report



Forth CrUSE Project
Port of Hood River – Gorge Paddling Center
101 North 1st St., Hood River, OR 97031

March 16, 2020

Disclaimer

The intent of this report is to provide an estimate of costs associated with recommended electric vehicle charging infrastructure. This report is not intended to serve as an engineering design document. Detailed design efforts may be required in order to implement the recommended charging infrastructure. While the recommendations in this report have been reviewed for technical accuracy and are believed to be reasonably accurate, the findings are estimates only and actual results may vary. As a result, neither Pacific Power nor the report's author(s) shall be liable if estimated costs differ from actual costs. All cost estimates in this report are for informational purposes only and are not to be construed as design documents or as guarantees. Customer shall independently evaluate any advice or direction provided in this report. Any system or service upgrades must go through the full utility estimation process. In no event will Pacific Power or the report's author(s) be liable for any incidental or consequential damages of any kind in connection with this report, with the installation of recommended infrastructure, or with the operation of customer's facilities.

This report may contain confidential electric usage data. Electric usage data is provided to inform customers of estimated increased electricity usage associated with the proposed EVSE installation. Usage data may be used by Pacific Power to forecast increased usage due to EVSE adoption.

Technical Assistance Report

Report Date: March 16, 2020

Site Walk Date: March 3, 2020

Project Number: OR200056

Site/Company Name: Forth CrUSE Program – Port of Hood River – Gorge Paddling Center

Customer Contact Name: Kelly Yearick

EVSE Project Summary

The project is located at the parking lot adjacent to the Gorge Paddling Center located at 101 North 8th Street, Hood River, Oregon 97031. The project consists of the installation of one networked level-2 EV charging port with a new meter panel and a new service from an existing transformer.

Electricity Utilization Assessment

The proposed service will connect to an existing 333-kva 3-phase pad-mounted transformer located in the softscape area east of 1st Street and west of the existing chain link fence. The proposed charging port is initially estimated to be utilized up to 2.6 hours per day 7 days per week, which equates to a total proposed usage of 601 kWh per month.

For the proposed project, with the forecasted charger usage of 601 kWh a month, it is estimated that the Pacific Power service upgrade costs exceed the allowance credit. Actual energy usage will determine monthly billing. The monthly billing is the greater of the monthly bill or 80 percent of the monthly bill plus the Facility Charges. Facility Charges are determined by Pacific Power at the time of the new line extension service request and are 1.4 percent of the total Pacific Power service upgrade costs.

The proposed project will require the selection of networked EVSE models or a networked load management system in order to facilitate payment by the vehicle owners while allowing the site owner to design charger usage rates that adequately cover electricity costs, while encouraging drivers to charge during off-peak periods.

Electrical Equipment Assessment

A new meter pedestal will be required for the proposed service.

Site Design Assessment

Trenching will be required from the existing transformer to the proposed meter panel and then to the proposed EVSE. The proposed design includes removal and replacement of the existing asphalt to avoid disturbing the existing tree located between the curb and the existing chain link fence.

It is expected that a building department permit will be required from the city to build the proposed project.

Site Walk Applicant Engagement

A site walk was completed for this project March 3, 2020. The project design considerations were discussed with representatives of the project applicant.

Attachments

1. Preliminary site layout plan
2. Project installation cost estimate (preliminary budget estimate)

PRELIMINARY DESIGN

SCALE: 1" = 30'



PROJECT SUMMARY

THE PROJECT INCLUDES THE LOCATION OF ONE (1) EV STALL GROUPING AREA CONSISTING OF (1) STANDARD STALL. THE STALL IS LOCATED IN THE SOUTH SIDE OF THE PROJECT SITE. THE EV STALLS WILL BE SERVICED FROM AN EXISTING PAD MOUNT TRANSFORMER AS DETAILED IN SITE LAYOUT HEREIN.

1. TOTAL PROPOSED EV STALLS = 1
 - A. STANDARD STALL = 1
 - B. TOTAL EXISTING STALL REMOVED = 0
2. TOTAL EV CHARGING STATIONS = 1
 - A. SINGLE PORT (PEDESTAL MOUNT) = 1
3. ELECTRICAL EQUIPMENT TO BE INSTALLED:
 - A. INSTALL 200A, 3-PHASE METER & BREAKER PANEL W/ CONC PAD.
4. TOTAL LENGTH OF TRENCH / CONDUIT
 - A. LENGTH OF BELOW GRADE CONDUIT TO THE METER (TtM)= 42 FT
 - B. LENGTH OF BELOW GRADE CONDUIT BEHIND THE METER (BtM)= 98 FT
 - C. LENGTH OF TRENCH TO THE METER (TtM)= 34 FT
 - D. LENGTH OF TRENCH BEHIND THE METER (BtM)= 90 FT
5. SITE WORK IMPACTS INCLUDE:
 - A. REMOVAL & REPLACEMENT OF EXISTING CURB, PAVEMENT & LANDSCAPE.
 - B. IMPACTS TO EXISTING UTILITIES TO BE VERIFIED DURING FINAL ENGINEERING.

LEGEND

- ① EV STANDARD PARKING STALL
- OPCONNECT (7.7 KW) SINGLE PORT CHARGER (USED FOR CHARGER CALCULATION PURPOSES)
- E— PROPOSED ELECTRICAL CONDUIT & TRENCH LINE
- EXISTING TRANSFORMER
- PROPOSED METER & BREAKER PANEL
- ⊙ EXISTING LIGHT POST
- x— EXISTING CHAINLINK FENCE
- ∇ EXISTING SLOPE

SITE CONSTRAINTS

SITE CONSTRAINTS DURING CONSTRUCTION INCLUDE:

1. VEHICLE TRAFFIC WILL BE INTERMITTENTLY CONSTRAINED DURING INSTALLATION OF CONDUIT.
2. ACCESS TO PARKING STALLS AND SIDEWALK ALONG CONDUIT LINE TO BE INTERMITTENTLY INACCESSIBLE DURING CONSTRUCTION.



Preliminary Cost Estimate

Project Name Port of Hood River - Gorge Paddling Center
 Address 101 North 1st Street
 City Hood River
 State OR
 Zip 97031

Project Summary

No. of EVSE Ports 1
 No. of ADA Stalls 0

Preliminary Cost Summary

Item No.	Item Description	Total
1.00	Pacific Power Service Upgrades	\$ 2,999.16
2.00	EVSE Design and Permitting	\$ 13,040.00
3.00	EVSE Construction	\$ 16,790.36
4.00	EVSE Equipment	\$ 11,547.00
	EVSE Contingency	\$ 4,437.65

Preliminary Cost Estimate Total \$ 48,814
 EVSE Cost per Port \$ 48,814.17

The purpose of this preliminary budget estimate is to provide a forecast of the anticipated construction costs based on the scope of work outlined in the preliminary design and is not based on construction documents which are required to obtain actual pricing. This document is provided as tool for planning purposes. Final construction costs may vary from the costs presented in this document.

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Commission Memo



Prepared by: Anne Medenbach
Date: April 21, 2020
Re: COVID-19 Rent Relief Policy

The COVID-19 pandemic has had a significant impact on many local businesses, including Port tenants. In recent discussions with our commercial and industrial tenants, 12 out of the 23 are seeing a more than 50% reduction in business. The remaining 11 are seeing very little impact and in some cases, business is extremely busy. These are mostly food processing businesses but include a recreation business, business services, a tech company and manufacturing.

Most Port tenants have applied for the Federal Emergency Impact Disaster Loan (EIDL), a forgivable loan, and the Paycheck Protection Program (PPP). Both of these programs have been slower than anticipated to roll out and have been overwhelmed by applicants. Local banks have had a difficult time handling applications, and the terms and amounts are not what tenants expected in many cases. Many Port tenants are not expecting to receive much aid from either program as they are running short on funds already.

Staff expects at least 11 tenants to ask for some sort of rent relief. The impact of that on monthly revenue could range from \$15,000-\$40,000 depending on the duration of continued stay at home orders.

Each of these requests will be different and the proposed COVID-19 Rent Relief Policy is purposefully general to allow a case-by-case approach with some shared parameters. This Policy would give staff the ability to negotiate with each tenant, and a final agreement with each would require Commission approval.

RECOMMENDATION: Approve COVID-19 Rental Relief Policy.

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COVID 19 PORT TENANT RENT RELIEF POLICY

The COVID-19 pandemic has created significant disruption to businesses throughout the Mid-Columbia Region., including tenants in Port of Hood River industrial and commercial properties, and other Port facilities. Some tenants may be severely challenged in meeting their financial obligations including rental payments, for an extended period. This policy sets forth the requirements and process by which the Port of Hood River (“Port”) will consider temporary rent relief for Tenants impacted by the COVID-19 pandemic. Tenants are defined as Lessees in the Port’s commercial and industrial properties, Marina and Airport leases.

Rent Relief Request Requirements

1. Tenants must prepare and submit a written request for rent relief for a specified time frame, which may include a start date prior to the date of the request, and any relief sought from other lease terms or conditions, if any.
2. Tenant requests shall provide a brief description of the following:
 - a. Impacts to Tenant’s business incurred or expected as a result of the COVID-19 pandemic which may include:
 - i. Layoffs
 - ii. Loss of business
 - iii. Forced closure
 - iv. Supply chain interruptions
 - v. Other
 - b. Tenant’s expected steps to address impacts.
 - c. Requests Tenant has made or will make to obtain loans, grants, or tax incentives through the CARES Act and other government or non-governmental assistance programs.
 - d. Any other issues or challenges that Tenant believes bear upon a relief request.

Options for Rent Relief

Depending on the Tenant’s situation and anticipated duration of relief needed, the following relief options will be considered on a case-by-case basis:

1. Temporarily defer Base Rent payments for a defined period with deferred rent to be repaid:
 - a. according to a specified repayment plan
 - b. amortized over the remaining lease term
 - c. by extending the lease term to allow for a longer deferred rent amortization period.

2. Other relief options that are appropriate under the circumstances.

Rent Relief Conditions

Unless warranted by extraordinary Tenant circumstances, the following conditions will apply to any rent relief granted:

1. Tenant shall continue to pay monthly Additional Rent amounts, as defined in Tenant's lease, during the lease term and any rent relief period.
2. If rent relief is granted, Tenant shall notify Port in writing if governmental or non-governmental assistance funds will be received by Tenant to apply to rent, notify Port when such funds are received and promptly pay Port all rent relief funds received to reimburse Port for deferred rent.

Implementation Process:

1. Property or Marina Manager reviews Tenant's written request and discusses with Tenant if necessary.
2. Property or Marina Manager prepares draft lease amendment and recommends action to be reviewed by Executive Director and Chief Financial Officer.
3. Property or Marina Manager discusses draft lease amendment with Tenant.
4. Lease amendment is brought to the Port Commission for consideration and possible action at a regular or special Commission meeting.
5. If approved by the Commission, a lease Amendment is executed.

Reporting

1. Monthly during the COVID-19 emergency the Chief Financial Officer shall update the Commission on the financial impacts of Rent Relief actions taken under this Policy.
2. Staff will seek to identify additional Tenant assistance including recommending additional resources or business assistance programs that become available. .

Approved by the Board of Commissioners (April 21, 2020)

Commission Memo



Prepared by: Anne Medenbach
Date: April 21, 2020
Re: Aron Faegre and Associates Contract

Over the last four years, the Port has been working through a series of development activities at the airport, including: a revised Master Plan and Airport Layout Plan (ALP), an Environmental Assessment, S. Ramp AIP improvements, and is now completing two large infrastructure projects on the North Ramp. These activities are bringing the airport into FAA safety compliance and providing shovel-ready land for development to support the local aviation industry.

The Board directed staff to move forward with preliminary design concepts for two projects:

1. Commercial Hangars on the east side of the North ramp. This is a potentially 23,000 sf building footprint that could be used for aviation industry tenants or private storage.
2. Privately built and owned box hangars on the east side of the airport that would be on Port leased land.

Aron Faegre has years of experience in airport projects such as these. He is an architect and engineer specifically focused on aviation. The attached contract outlines a basic design for both projects, with which staff can solicit potential tenants. Once tenants are secured, then the Board could decide to move forward with full construction packages.

RECOMMENDATION: Approve contract with Aron Faegre and Associates for architecture design services at the airport not to exceed \$15,000.

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**Personal Services Contract
For Services Under \$50,000**

1. This Contract is entered into between the Port of Hood River ("Port") and **Aron Faegre** ("Consultant"). Consultant agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$15,000.00 for all tasks combined**. Port shall pay Consultant in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through **July 1, 2020**. Either Consultant or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Consultant at Consultant's address listed below. If Port terminates this Contract, Consultant shall only receive compensation for work done and expenses paid by Consultant 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 Consultant which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Consultant 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 Consultant's industry, trade or profession. Consultant will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Consultant certifies that Consultant is an Independent Consultant as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Consultant 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 Consultant or its sub-Consultants, agents or employees under this Contract. Consultant shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Consultant 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 Consultant 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 Consultant and Port. Consultant 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 Consultant warrants they have authority to sign for and bind Consultant.

Aron Faegre & Associates

Port of Hood River

<p>Signed: <u>Aron Faegre</u> Title: <u>owner</u> Date: <u>4-14-2020</u> Address: 520 SW Yamhill St. Roofgarden 1 Portland, OR 97204 Phone/Email: faegre@earthlink.net, 503-222-2546</p>	<p>Signed: _____ Title: Executive Director Date: _____ Address: 1000 E. Port Marina Drive, Hood River, OR 97031 Phone/Email: (541) 386-1645/ pohr@gorge.net</p>
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**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK:

Task 1: Create 10% design drawings and cost estimate for the north apron commercial hangars. The purpose would be to pre-lease when able. A full construction package could be added to this contract or under a new contract at a future date.

- Floor plans
- Basic component assumptions i.e. metal with what type of doors and dimensions
- Allow for maximum flexibility, basic design with ability to add in mezzanines.
- Cost estimate

Task 2: Create a basic site plan for the box hangars, which will be privately developed. This site plan should include:

- Basic structural requirements, i.e. erect a tube or similar
- dimensions for hangars and paving
- approach to taxiway design

II. DELIVERABLES AND TIMEFRAME:

The deliverable(s) covered under this Contract shall be:

Task 1: Floor plans and cost estimate

Task 2: Site plan with basic requirements for structure, dimensions for paving and approach design.

The due dates for the deliverable(s) shall be: July 1, 2020

III. CONSIDERATION:

Hourly rates under this Contract shall coincide with the rate schedule attached as Exhibit C. A maximum budget of \$15,000 that would be billed on a time and materials basis, with a goal of spending only what is needed to create the above documents, get your review, and then revise them as needed. Work will only proceed only as authorized by the Port.

Reimbursables under this Contract shall be standard reimbursable listed as "Expense charges" in Exhibit C.

IV. BILLING AND PAYMENT PROCEDURE:

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

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

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

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

Exhibit B

INSURANCE

Consultants, please send this to your insurance agent immediately.

During the term of this Contract, Consultant 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 Consultants with one or more employees, unless exempt order ORS 656.027.)

Required and attached OR Consultant is exempt

Certified by Consultant: _____
Signature/Title

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

Required and attached Waived by Finance Manager _____

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

Required and attached Waived by Finance Manager _____

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

Required and attached Waived by Finance Manager _____

- 5. **Certificate of Insurance.** As evidence of the insurance coverage required by this Contract, the Consultant shall furnish acceptable insurance certificates to the Port at the time Consultant 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 Consultant'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 must contain a standard 30 day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Port of Hood River). Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Exhibit C

Hourly Rate Schedule

- | | |
|---------------------------|-----------|
| 1. Aron Faegre, AIA, PE | \$110/hr |
| 2. AFA assisting staff | \$90/hr |
| 3. consultants | x 1.1 |
| 4. printing and materials | x 1.1 |
| 5. travel | 0.50/mile |

Commission Memo



Prepared by: Fred Kowell
Date: April 7, 2020
Re: Resolution 2019-20-6

The attached resolution clarifies the language from the prior resolution and aligns the language to statute. The law specifically uses the words “Administrative fees” instead of “ancillary fees,” and “civil penalties” instead of “late fees.”

RECOMMENDATION: Adopt Resolution 2019-20-6, clarifying language in the prior Resolution 2019-20-5.

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RESOLUTION NO. 2019-20-6

A RESOLUTION AUTHORIZING AND CLARIFYING COLLECTION AMOUNTS AND COLLECTION PROCEDURES FOR NON-BREEZEBY TOLLS UTILIZING A LICENSE PLATE RECOGNITION SYSTEM

WHEREAS, the Port Commission passed Resolution No. 2019-20-5 on April 7, 2020 (“Prior Resolution”) that authorized collection of tolls, toll costs and penalties from non-BreezeBy toll customers whose vehicles cross the Port’s toll bridge, using the Port’s license plate recognition system; and

WHEREAS, the Port Commission wishes to clarify amounts and descriptions of those tolls, collection costs and penalties to be charged:

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF HOOD RIVER THAT:

1. To the extent there is conflict with any provision in this Resolution and a provision in the Prior Resolution provisions of this Resolution will be followed. Any provisions in this Resolution that supplement provisions of the Prior Resolution will also be followed.
2. The Port shall charge owners of vehicles who do not have a BreezeBy account a toll based upon the Class of Vehicle as per Resolution 2017-18-2 in Attachment A, if paid to a toll taker at the time of crossing, or they shall be charged the toll plus administrative fees per crossing if a bridge toll is not paid at the time of crossing.
3. The Port shall use its license plate recognition system to charge tolls and related costs to owners of vehicles who do not use BreezeBy to pay bridge tolls unless they pay a toll taker.
4. In addition to charging persons who do not have a BreezeBy account if a toll is not paid directly when crossing the bridge, the Port shall charge an administrative fee of \$3 per crossing to cover Port non-Breezeby tolling costs.
5. If the Port sends a bill to a non-Breezeby toll bridge customer who fails to pay the bill when due, the Port shall add a \$20 charge as a civil penalty.
6. If the owner of a vehicle registered in Oregon which crosses the bridge has not paid the toll due when crossing, or fails to pay a toll bill or a late payment civil penalty when due, the Port shall notify the Oregon Department Of Motor Vehicles of non-payment, and provide vehicle and owner information, to authorize the DMV to place a hold on the vehicle license plate registration until Port toll and penalty amounts owed are paid in full.

PASSED by the Board of Commissioners of the Port of Hood River this 21st day of April 2020.

(Commissioner signatures on following page.)

John Everitt
President

Ben Sheppard
Vice-President

David Meriwether
Secretary

Kristi Chapman
Treasurer

Hoby Streich
Commissioner