

#### PORT OF HOOD RIVER COMMISSION

#### **AGENDA**

# Tuesday, September 15, 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

#### 2. Consent Agenda

- a. Approve Minutes of the September 1, 2020 Regular Session (Maria Diaz)
- b. Approve Amendment No. 5 to Lease with Wyeast Labs in the Timber Incubator Building (Anne Medenbach, Page 3)
- c. Approve Contract with Metro Access Controls, Inc. for Installation of Automatic Gates at the Airport Not to Exceed \$17,000 (John Mann, Page 7)
- d. Accept the FAA CARES Act Grant in the Amount of \$30,000, Authorize the Executive Director to Execute the Grant, and Ratify the Executive Director's Signature on the Grant Agreement. (Fred Kowell, Page 11)
- e. Approve Accounts Payable to Jaques Sharp in the Amount of \$10,490 (Fred Kowell, Page 13)
- 3. Informational Reports
  - a. Bridge Replacement Project Update (Kevin Greenwood, Page 19)
  - b. Big 7 Roof Project Report (Anne Medenbach, Page 35)
  - c. Connect VI and N. Apron Rehabilitation Project Report (Anne Medenbach, Page 37)
- 4. Presentations & Discussion Items
  - a. Hood River Warming Shelter Services Sarah Kellems (Michael McElwee, Page 39)
  - b. 2020 Summer Intern Presentation: Wasco County Property Analysis (Jose Santillan-Morales, Beto Rojas, Page 41)
  - c. Steve Gates Memorial Presentation Jon Davies (Daryl Stafford, Michael McElwee, Page 43)
  - d. All Electronic Tolling System Report (Fred Kowell, Page 49)
- 5. Executive Director Report (Michael McElwee, Page 79)
- 6. Commissioner, Committee Reports
- 7. Action Items
  - a. Approve Contract with FORTH Mobility for CRUSE E-Car Sharing Pilot Project Station Installation on N. 1<sup>st</sup> Street (Genevieve Scholl, Page 89)
  - b. Approve Change Order No. 5 with Tapani, Inc. for Fuel Farm Pad at the Airport (Anne Medenbach, Page 103)
  - c. Approve Commissioner & Staff Committee Assignments for FY 2020-2021 (Genevieve Scholl, Page 107)
  - d. Approve FY 2020-21 Executive Director Work Plan (Michael McElwee, Page 113)
- 8. Commission Call
- 9. Executive Session under ORS 192.660(2)(e) real estate negotiations and ORS 192.660(2)(h) to consult with counsel 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: Anne Medenbach
Date: September 15, 2020

Re: Wyeast Labs, Lease Addendum #5



Wyeast Laboratories Inc. (Wyeast) has been a tenant in the Timber Incubator Building in Odell since 2013. They have been working on expanding into a new building for the past three years so were on a yearly extension option. They estimate that they are now at least two years out from a new building. The attached addendum extends their lease through 2022 at its current rate plus CPI.

**RECOMMENDATION:** Approve Lease Addendum No. 5 with Wyeast Laboratories Inc. at the Timber Incubator building.

#### ADDENDUM NO. 5 TO LEASE

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

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

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

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

Whereas, Lessee is in the process of constructing a building and anticipates a two-year process to completion; and

Whereas, Lessor agrees to install up to two ceiling fans in the leased premises; now

Therefore, Lessor and Lessee agree as follows:

- 1. The Lease term shall be renewed and the Lease shall remain in effect through June 30, 2022.
- 2. The lease rate shall increase to \$0.65 per square foot per year, effective as of July 1, 2019 through June 30, 2021. CPI will apply after that date per the Lease.

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

DATE	ED THIS DA	Y OF	2020.
Зу:	Michael S. McElwee, Port of	 of Hood River, Executive	Director
Зу:	Jeannette Kreft-Logsdon, F	 President, Wyeast Labor	atories, Inc.

# **Commission Memo**

Prepared by: John Mann

Date: September 15, 2020

Re: Airport Automatic Gates – Metro Access

Controls, Inc.



Traffic on Orchard Road has become very busy with unauthorized vehicles traveling around the east end of the airport. A runway location shift in 2012 required vacation of Orchard Road and the County approved the vacation subject to installation of a farm access road to allow access for farm workers, cargo, and equipment. Now, the road has been used more frequently by unauthorized vehicles.

Port staff has worked with the agriculture operations that have permission to use the road to determine the best way to solve this problem. It was determined that a single gate at the south side of Orchard Road would be a solution. We have a gate that was left over from the Airport project we will re-install at this location. The gate will operate with both keypads and garage opener type remote controls. The attached contract provides 20 control units. The project will require a small amount of excavation, electrical work, and gate installation all performed by the contractor.

The quote for installation by Metro Gates, based in Portland, is \$16,792.00 with a not to exceed number of \$17,000.00 for a complete installation. Metro Gates originally supplied the gate that will be installed.

**RECOMMENDATION:** Approve contract with Metro Gates for installation of automatic gate on Orchard Road at the Airport, not to exceed \$17,000.

# PROPOSAL

Pg. 1 of 2

FOR: PORT OF HOOD RIVER PHONE: 541.399.9228

ACCESS CONTROL

ADDRESS: 1000 E PORT MARINA DR; HOOD RIVER, OR 97031

DATE: 12/06/19 TERMS:

JMANN@PORTOFHOODRIVER.COM

JOB ADDRESS: AIRPORT EAST ENTRANCE

3608 AIRPORT DR; HOOD RIVER, OR 97031 ATTENTION: JOHN MANN

WE PROPOSE	TO FURNISH THE FOLLOWING		AMOUNT
AT ORCHARI INSTALL: 1)  1) 1) 2) 2) 2) SUPPLY: 20) 1)	DROAD:  MAGNETIC MICRODRIVE BARRIER GATE ASSEMBLY, MODEL ACCESS PRO-L-RCO1: CONCRETE MOUNTING PAD FOR OPENER LINEAR AP-5 PROGRAMMABLE RECEIVER DELETE INDIVIDUAL REMOTES SAWCUT VEHICLE PRESENCE LOOP - KEE VEHICLE IS PRESENT GOOSENECK MOUNTING PEDESTAL FABR POWDERCOATED FINISH - SET ON CONCR LINEAR MODEL AK-11 KEYPAD W/ NIGHT LINEAR ACT-31B ONE-BUTTON KEYCHAIR SET O & M MANUALS ON USB FLASH DRIT ONE YEAR LABOR WARRANTY ALL CONDUIT & LOW/LINE VOLTAGE WIR	MOUNTING R WITH ABILITY TO ADD AND PS GATE FROM CLOSING IF RICATED FROM 3 X 3 TUBE RETE PAD LIGHT & MULTIPLE USER CODES N REMOTES VE	\$ 12,224.00
OPTIONS - Ci - - INSTALL: 2)	rcle options chosen to be added to totals:  IF CLIENT POURS 3 CONCRETE SLABS, [2] 24", DEDUCT  IF CLIENT PROVIDES ELECTRICIAN FOR A WET-RATED TO EACH KEYPAD IN 3/4", 3/4" I SCHEDULE 80, 115V 12GA FROM MOTOR T POWER 24-7)) & INCLUDES J-BOX, DEDUC KNOX 3502 KEYSWITCH FOR FIRE DEPAR	ALL CONDUITS & WIRE ([2] 18-4 FROM LOOPS TO MOTOR IN TO LIGHT (ASSUMES LIGHT HAS T	(\$ 1,820.00) (\$ 1,560.00) \$ 1,188.00
DATE INSTAI	LLATION DESIRED	TOTAL	
manufacturers <sup>3</sup> , contrac contractor & allows co month is charged on al CCB # 46091 CC # N		stomer agrees that all equipment is the property of ade per contract terms. A 1 1/2% finance charge per	ETRO ACCESS CONTROL
WE ACCEPT	ΓΗΕ ABOVE PROPOSAL:	2525 NE COLUMBIA BLVD PO (503) 595-4716 (503)	RTLAND OR. 97211 ) 285-1793 Fax
BY:	DATE:	Submitted By: JOHN KRUEGE G20191099	R

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Pg. 2 of 2

FOR: PORT OF HOOD RIVER PHONE: 541.399.9228



ADDRESS: 1000 E PORT MARINA DR; HOOD RIVER, OR 97031

DATE: 12/06/19 TERMS:

JMANN@PORTOFHOODRIVER.COM

JOB ADDRESS: AIRPORT EAST ENTRANCE

3608 AIRPORT DR; HOOD RIVER, OR 97031 ATTENTION: JOHN MANN

#### WE PROPOSE TO FURNISH THE FOLLOWING

**AMOUNT** 

#### **NOTES:**

- \* Per discussion, client to dig & bury loops, dig all trenches & bury when done loops at 4" depth, conduits at 18" depth except 24" at road crossing (minimum depths).
- \* Excavated dirt and materials to be spread on-site unless otherwise negotiated.
- \* Labor quoted at standard wage rates during normal working hours.
- \* The above quotation is based on Metro Overhead Door, Inc. standard insurance limits. We do not carry Builder's Risk, Professional or Pollution Liability, Crime Fidelity, or Data Security Insurance.
- \* IF CITY APPROVAL PROCESS IS REQUIRED, WE EXCLUDE ALL RELATED COSTS INCLUDING PLAN REVIEW FEES, SURVEYS, BUILDING PERMITS.
- \* Flaggers, if required for traffic direction, are the responsibility (and cost) of others.

#### **WARRANTY:**

- \* Magnetic Autocontrol 2 Years Parts
- \* All other parts and labor 1 Year
- \* Warranty work to be done during normal working hours only.

#### DATE INSTALLATION DESIRED

**TOTAL** 

The above proposal is valid for 30 days. Agreements are contingent upon strikes, accidents or other conditions beyond our control. We carry manufacturers', contractors', & employers' liability & workman's compensation insurance. Customer agrees that all equipment is the property of contractor & allows contractor access to property to remove equipment if full payment is not made per contract terms. A 1 ½% finance charge per month is charged on all past due accounts, plus all attorney fees & court cost for collection.

CCB # 46091 CC # METROOD121MJ PORT HOOD RIVER



WE ACCEPT THE ABO	OVE PROPOSAL:	
BY:	DATE:	

2525 NE COLUMBIA BLVD PORTLAND OR. 97211 (503) 595-4716 (503) 285-1793 Fax

Submitted By: JOHN KRUEGER G20191099

# **Commission Memo**

Prepared by: Fred Kowell

Date: September 15, 2020

Re: Acceptance of FAA Cares Act Grant



The FAA has approved the Port's application to replace some components of the AWOS at the Airport, requiring both an electronic signature of the grant award and legal counsel's signature of this approval for \$30,000. There is no match requirement.

Due to the timeliness of forwarding the electronic document back to the FAA we are asking for a ratification of the FAA award of \$30,000 funded under Part II of the CARES Act.

The FAA has initiated the grant acceptance process when it was determined that Commission acceptance and authorization of the Executive Director signature was required. The grant is standard language and no changes to it can be made. The Port's General Counsel has reviewed the grant and must also sign it. The grant will be available for Commission review at the meeting if necessary.

**RECOMMENDATION:** Accept the FAA CARES Act grant in the amount of \$30,000, authorize the Executive Director to execute the grant, and ratify the Executive Director's signature on the grant agreement.

# **Commission Memo**

Prepared by: Fred Kowell

Date: September 15, 2020

Re: Accounts Payable Requiring Commission Approval

Jaques Sharp \$10,490.00

Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE \$10,490.00



#### 205 3RD STREET / PO BOX 457 HOOD RIVER, OR 97031 (Phone) 541-386-1311 (Fax) 541-386-8771

#### CREDIT CARDS ACCEPTED

HOOD RIVER, PORT OF 1000 E. PORT MARINA DRIVE HOOD RIVER OR 97031 Page: 1 September 03, 2020 Account No: PORTOHaM

Previous	Balance	Fees	Expenses	Advances	Payments	Balance
MCELWEE EM	PLOYMENT ( 250.00	CONTRACT 350.00	0.00	0.00	-250.00	\$350.00
MISCELLANEC	US MATTERS	S				
IJ	625.00	925.00	0.00	0.00	-625.00	\$925.00
LEASE DMV BU	JILDING (The	omas Keolker, Heart	of Gold)			
	100.00	0.00	0.00	0.00	-100.00	\$0.00
LAND USE AGE	REEMENT-HO 88.00	OOD RIVER COUI 0.00	NTY MUSEUM 0.00	0.00	-88.00	\$0.00
LEASE (Hood Ri	ver Distillers) 175.00	0.00	0.00	0.00	-175.00	\$0.00
AUDIT LETTER	S 100.00	0.00	0.00	0.00	-100.00	\$0.00
	/ELOPMENT ,585.00	(Key Development; 3,780.00	Pickhardt) 0.00	0.00	-2,585.00	\$3,780.00
BRIDGE SOFTW	/ARE (P Squar 100.00	re Solutions) 200.00	0.00	0.00	-100.00	\$200.00
LEASE (Real Carl	oon; Michael G 25.00	Graham) 0.00	0.00	0.00	-25.00	\$0.00

Septer Account No:

Previous Balance	Fees	Expenses	Advances	Payments	Balance
LEASE (PFriem Brewing) 575.00	75.00	0.00	0.00	-575.00	\$75.00
(Soniq Aerospace, LP) lease- 300.00	Big 7 Suite 204 0.00	0.00	0.00	-300.00	\$0.00
BRIDGE TOLL ENFORCE 450.00	EMENT 0.00	0.00	0.00	-450.00	\$0.00
TOLLS IGA (Port of Cascad 0.00	le Locks) 125.00	0.00	0.00	0.00	\$125.00
ODOT IGA - I-84 BRIDGE 200,00	E REPLACEMENT 0.00	0.00	0.00	-200.00	\$0.00
0.00		( ODELL) 0.00	0.00	0.00	\$2,375.00
EXECUTIVE DIRECTOR 255.00	EVALUATION 180.00	0.00	0.00	-255.00	\$180.00
PROPERTY ( 2,870.00	995.00	0.00	0.00	-2,870.00	\$995.00
AIRPORT/NORTH APROI	N REHABILITATION 0.00	PROJECT 0.00	0.00	-50.00	\$0.00
EMPLOYEE MATTERS 100.00	200.00	0.00	0.00	-100.00	\$200.00
ELECTRIC VEHICLE CHA 1,280.00	ARGER AGREEMENT 260.00	[(Forth(non-profi 0.00	0.00	-1,280.00	\$260.00
CONSUMER COMPLAINT 150.00	T-TOLL CHARGE (De 0.00		0.00	-150.00	\$0.00
AIRPORT ADVISORY CON 175.00	MMITTEE 0.00	0.00	0.00	-175.00	\$0.00
Charter Internet License (Mar 0.00	rina Green) 775.00	0.00	0.00	0.00	\$775.00
LEASE (Gorge Net) JJ					
0.00	250.00	0.00	0.00	0.00	\$250.00
LEASE (HR Chamber of Cor 50.00	mmerce) 0.00	0.00	0.00	-50.00	\$0.00
PROPERTY 275.00	0.00	0.00	0.00	-275.00	\$0.00

HOOD RIVER, PORT OF

Septen

Account No: I

Previous Balance	Fees	Expenses	Advances	Payments	Balance
10,778.00	10,490.00	0.00	0.00	-10,778.00	\$10,490.00



### BRIDGE REPLACEMENT PROJECT

Project Director Report September 15, 2020

The following summarizes Bridge Replacement Project activities from July 9 – August 8, 2020:

#### FEIS/ROD CRITICAL PATH ACTIVITIES

Separate memo attached along with October monthly update.

#### **BI STATE WORKING GROUP UPDATE**

The Bi State Working (BSWG) met on September 3. The main discussion focused on formalizing the BSWG via a Memo of Understanding (MOU). The MOU will eventually be adopted by each of the six local governments making the BSWG the interim decision-making group prior to the establishment of a Bi-State Bridge Authority (BSBA). The primary goals are establishing the BSBA and advocating for funding. The attached 2<sup>nd</sup> draft will be reviewed by the BSWG on Sept. 18<sup>th</sup>. A likely third draft will be considered in October by the BSWG and assuming there is consensus to proceed, the six local agency boards could review and/or approve participating in November/December. Project Director will likely be meeting with the boards later this year to answer questions and listen to comments from the six local governments.

#### LEGISLATIVE STRATEGY DEVELOPMENT

Attached is a matrix outlining the legislative goals for the bridge replacement. There are two types of goals: policy and financial. Policy goals include increasing the limits for rural US Dept. of Transportation projects to \$400M and creating a bi-state bridge authority. Financial goals include grants or appropriations to fund pre-construction and construction efforts. Approximately \$30M will be needed to get the project ready for construction. This includes adequate engineering, traffic and revenue studies, governance and financial development. Construction will cost approximately \$300M. The matrix shows legislative goals by session over the next 6 years to complete pre-construction planning, and a combination of federal grants and loans to complete bridge construction.

The long sessions (odd numbered years) tend to be considered more likely for financial goals. The legislative team has grouped the financial goals in to three long-session tranches: grants totaling \$15M in 2021, \$15M in 2023, and \$100M in 2025. The team will be diving deeper into the 2021 session and developing materials for public information, schedules for reaching out to key legislators and keeping key staff educated and informed on the project's progress.

#### **MEETING SCHEDULE**

- WSP Public Information Plan Review, Sept. 16
- EIS Working Group Meeting, Sept. 17

- BSWG Meeting, Oct. 2
- WSP Weekly Check In, Sept. 21
- Thorn Run Check In, Sept. 22
- NEPA Coordination Meeting, Sept. 24
- Oregon Legislature Pre-session Bill Submission, Sept. 25
- Cultural Resource Meeting, Sept. 25
- WSP Weekly Check In, Sept. 28
- OPPA Meeting, Oct. 1
- BSWG Meeting, Oct. 2



#### **MEMO**

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River

FROM: Angela Findley, WSP

SUBJECT: Status of Critical Path Activities and Projected Work through Oct 15

DATE: September 8, 2020

#### CRITICAL PATH ACTIVITIES

Progress and challenges to completing critical path activities are described below.

#### 1. AGENCY/TRIBE INVITATION LETTERS – COMPLETE

# 2. AGENCY/TRIBE REVIEW OF METHODOLOGY MEMORANDA – COMPLETE

#### 3. ENDANGERED SPECIES ACT (ESA) COMPLIANCE

#### PROGRESS:

- Draft 3 of the Biological Assessment was submitted Aug 19 for final reviews by FHWA, ODOT,
   Port, and NMFS liaison; comments were returned by all reviewers by Sept 4.
- Final revisions are underway; final to be submitted to Port or ODOT, which will formally submit to FHWA on Sept 24

#### **CHALLENGES:**

None.

#### SCHEDULE RISKS:

Moderate risk associated with NMFS and USFWS to completing consultation on schedule.

# SCHEDULED COMPLETION DATE: <del>1/5/2021 (APRIL 2020 MEMO);</del> **1/12/2021 (MAY 2020 MEMO)**

- No change to completion date from May 2020 memo.
- Successor task: Final EIS (final review draft)



# 4. COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

#### PROGRESS:

- Determinations of eligibility and findings of effect were drafted for two railroad properties;
   submitted Aug 28; expected to be finalized by Sept 11.
- Historic Resources Technical Report is underway; draft report held to include railroad assessments; to be sent to Port and ODOT on Sept 11.
- Updates to the Cultural Resources methodology memo, baseline scan, and archaeological survey reports are underway; expected to be submitted to ODOT on Sept 11; revised and submitted to FHWA on Oct 1; revised and submitted to the Oregon SHPO and Washington State DAHP by Oct 15.
- Begin coordinating the Programmatic Agreement (PA) and mitigation plan for the adverse effects
  to the bridge with the Oregon SHPO, Washington State DAHP, tribes and Section 106 consulting
  parties in Sept and Oct. A new timeline was prepared for this task and incorporated into the EIS
  schedule. The team is still vetting this schedule.

#### CHALLENGES:

— Consulting individually and collectively with four Tribes with treaty fishing rights on the Columbia River to discuss potential impacts to the White Salmon Treaty Access Fishing Site and treaty fishing rights is requiring more time than anticipated. ODOT has contacted all four treaty tribes and has met with (Umatilla) or will schedule (Yakama, Warm Springs and Nez Perce) individual meetings. This effort has slowed down as a result of COVID-19; ODOT is reaching out to tribes to determine if tribes will hold meetings via video-conference (e.g., Zoom). The Port is identifying opportunities to engage tribal fishers via web-meeting.

#### SCHEDULE RISKS:

 High risk: Obtaining responses from the tribes and scheduling meetings has also delayed the schedule. Past delay and any continued delay have a high risk of further delaying the SDEIS production schedule.

SCHEDULED COMPLETION DATE: 4/16/2021 (APRIL 2020 MEMO); 5/17/2021 (MAY 2020 MEMO); 5/4/2021 (JUNE 2020 MEMO); 3/3/2021 (JULY 2020 MEMO); 5/27/2021 (AUGUST MEMO); 6/18/21 (SEPT MEMO)

- Adjustment made to schedule to address internal quality control review of the archaeological survey report to meet ODOT expectations. This adjustment moved completion of Section 106 back to mid-June 2021.
- Successor task: Final EIS (final review draft)

#### 5. SUPPLEMENTAL DRAFT EIS PUBLICATION DATE

#### PROGRESS:

- Submitted administrative draft SDEIS #3 for FHWA legal sufficiency review and cooperating agency review on August 28; reviews to be completed by Sept 25.
- Section 4(f) Analysis was submitted to FHWA on August 14; revised an incorporated into the August 28 SDEIS.
- Tribal consultation has restarted; however, tribal governments continue to focus on COVID-19 issues.

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— Three tribes are conducting ethnographic studies that will inform the cultural resources analysis and will be incorporated into the SDEIS. Draft results received from all tribes. Expect final results when tribal councils/committees are able to approve, which is dependent on tribes' resumption of activities after COVID risks are lowered.

#### CHALLENGES:

See challenges identified in Milestones 3 and 4.

#### SCHEDULE RISKS:

Moderate risk: SDEIS continues to meet delivery date. Last review for FHWA legal sufficiency
and cooperating agencies is underway; resulting review comments will dictate final revisions.

#### SCHEDULED COMPLETION DATE: 11/13/2020

- No change to completion date from April 2020 memo.
- Successor tasks: Public Review Period, Final EIS Footprint Set, and Final EIS/Record of Decision

#### 6. CONFIRM NAVIGATION CLEARANCE - COMPLETE

#### 7. FINAL EIS FOOTPRINT SET

Not started, successor task to the SDEIS publication.

#### SCHEDULED COMPLETION DATE: 1/28/2021

- No change to completion date from April 2020 memo.
- Successor tasks: Final EIS/Record of Decision

#### 8. PUBLISH FINAL EIS/RECORD OF DECISION

Not started, successor to SDEIS publication and FEIS footprint set.

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#### SCHEDULED COMPLETION DATE: 7/22/2021

- No change to completion date from April 2020 memo.
- Successor tasks: Close out EIS project

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#### PROJECTED WORK FOR NEXT 30 DAYS

The following work is projected to occur from September 15 through October 15.

#### **TASK 1. PROJECT MANAGEMENT**

- Coordination with Port, Consultant Team and other agencies
- Invoice for August activities
- Update schedule and critical path status

#### **TASK 2. PUBLIC INVOLVEMENT**

- Conduct September meeting with the EIS Working Group.
- Begin preparations for the SDEIS public hearing/community meeting
- Prepare monthly update for November issue.

#### **TASK 5. ENVIRONMENTAL**

- Coordinate with ODOT, WSDOT and FHWA on technical reviews, cultural resources, tribal coordination and all other facets of NEPA compliance
- Submit final BA to Port and ODOT on September 24.
- Address Port and ODOT comments on the draft Historic Resources Technical Report; prepare and submit revised report for FHWA review on October 1; and, prepare and submit final report to the Oregon SHPO and Washington State DAHP on October 22.
- Address Port and ODOT comments on the draft Archaeological Survey Report; prepare and submit revised report for FHWA review on October 1; and, prepare and submit final report to the Oregon SHPO and Washington State DAHP on October 15.
- Support Port to obtain the City of White Salmon and Klickitat County approval on the Section 4(f)
   de minimis finding for Bridge Park; obtain signed letters.
- Delineate impacts to Port property to support Port's approval of the Section 4(f) de minimis finding on the Marina and the temporary occupancy of Waterfront Trail; obtain signed letters.
- Address FHWA and cooperating agency review of Administrative Draft #3 Supplemental Draft EIS; begin preparing the signature copy Supplemental Draft EIS; update and reconcile technical reports with signature copy SDEIS.

#### **TASK 6. ENGINEERING**

 Support the Supplemental Draft EIS production by addressing Requests for Information regarding design.

#### **TASK 7. TRANSPORTATION (TASK COMPLETE)**

#### **TASK 8. PERMIT ASSISTANCE**

 Continued monitoring with US Army Corps of Engineers on issuance of permit for in-water work associated with geotechnical exploration on up to 12 borings.

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### **EIS UPDATE**

#### BRIDGE REPLACEMENT PROJECT

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?

- An administrative draft of the Supplemental Draft EIS is being reviewed by the Federal Highway Administration (FHWA) and the Project's cooperating agencies: U.S. Army Corps of Engineers, U.S. Bureau of Indian Affairs, U.S. Coast Guard, and Washington State Department of Transportation. A "cooperating agency" is any federal agency, other than a lead agency, that has jurisdiction by law or special expertise with respect to any environmental impact involved in a proposed project or project alternative. A state or local agency or a Native American tribe may also become a cooperating agency.
- Submitting the draft Historic Resources Technical Report for the Oregon State Historic Preservation Office (SHPO) and Washington State Department of Archaeology and Historic Preservation (DAHP) review.
- Submitting the biological assessment to the National Marine Fisheries Service and U.S. Fish and Wildlife Service to initiate consultation on Section 7 of the Endangered Species Act.
- Holding an EIS Working Group meeting to brief members on the status of the Supplemental Draft EIS and community engagement planned later in the Fall.

### What are the next steps?

- Finalize the Supplemental Draft EIS by addressing comments from the FHWA legal sufficiency and cooperating agencies' reviews.
- Begin preparing for the community engagement activities and public hearing associated with releasing the Supplemental Draft EIS for public review.
- Address any questions or requests for information from the National Marine Fisheries Service and U.S. Fish and Wildlife Service during their review of the biological assessment.
- Finalize the Cultural Resources Survey Report for review by the Oregon SHPO, Washington State DAHP, and Native American tribes.
- Consult with Native American tribes on cultural resources, access to the Columbia River, fishing activities, treaty rights, and other identified interests.

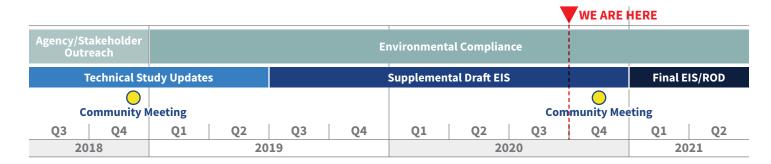




#### How would bridge replacement benefit the Columbia River **Gorge communities?**

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

**6** 541-436-0797

@ kgreenwood@portofhoodriver.com

# MEMORANDUM OF UNDERSTANDING BETWEEN THE OREGON AND WASHINGTON PARTNERS REGARDING THE DEVELOPMENT OF THE HOOD-RIVER WHITE SALMON INTERSTATE REPLACEMENT BRIDGE

This MEMORANDUM OF UNDERSTANDING ("MOU") is hereby made and entered into, by and between, the City of Bingen, City of White Salmon, and Klickitat County (the "Washington Partners"), and the City of Hood River, Hood River County, and Port of Hood River (the "Oregon Partners"). While nonbinding, this MOU establishes the methods by which the partnering agencies will cooperatively govern, manage, and conduct project development for the Hood-River White Salmon Interstate Replacement Bridge (the "Replacement Bridge").

#### RECITALS

- 1. The existing Hood River White Salmon Interstate Bridge is obsolete will not meet the long-term needs of the travel market it serves. Steps must be taken now to fund, design, and procure a Replacement Bridge to avoid an expensive rehabilitation of the existing bridge beginning in FY 2026.
- 2. In February 2008 the Partners adopted a memorandum of understanding to work cooperatively to seek funding for Final Environmental Impact Statement for the Replacement Bridge. In November 2011 the Partners adopted a memorandum of understanding selecting the preferred type, size, and location of the replacement bridge and agreeing to continue to work cooperatively for the Replacement Bridge.
- 3. The Port of Hood River, funded by an ODOT grant, is preparing a Supplementary (SDEIS) and Final (FEIS) Environmental Impact Statement of the Replacement Bridge to satisfy NEPA requirements. The Port established the Bi-State Working Group (BSWG), consisting of the Oregon and Washington Partners, to facilitate information exchange and coordination regarding the NEPA activities.
- 4. The BSWG identified two major requirements for advancing the Replacement Bridge project:
  - a. Governance: A bi-state governance structure, which includes representatives of the Oregon and Washington Partners, must be established to oversee the Replacement Bridge Project. The bi-state structure will be implemented in two phases. A legislatively-enacted bi-state bridge authority will best serve the long-term governance requirements of the Replacement Bridge. Between now and the start of the bi-state bridge authority, BSWG will guide the development of the Replacement Bridge.
  - b. Grant Funding: While toll revenue bonds are anticipated to pay for most of the cost to construct the Replacement Bridge, federal and/or state grant funding is required to complete project development and pay a portion of bridge construction. Acquiring these grant funds requires a coordinated effort by BSWG.
- 5. In order to fulfill its role as the interim governance structure for the Replacement Bridge, BSWG must formalize its role. To do so, this MOU sets forth the role, responsibilities, and work plan, agreed to by BSWG, to govern and seek funding for developing the Replacement Bridge.

#### **UNDERSTANDING**

#### IT IS MUTUALLY UNDERSTOOD AND AGREED TO BY THE PARTIES AS FOLLOWS:

#### 1. Composition of BSWG

- 1.1. Klickitat and Hood River Counties, the Cities of Bingen, Hood River, and White Salmon, and the Port of Hood River (POHR) will each appoint one member, and an alternate, of its governing body to the BSWG.
- 1.2. Each of these appointments will be made in the manner and for the term determined by the appointing body.
- 1.3. Each member jurisdiction will promptly designate a new member to fill any vacancy that arises.

#### 2. Purpose and Authority of BSWG

- 2.1. BSWG will be responsible for:
  - Guiding project development activities and resolving issues by consensus
  - Overseeing Phase 2 and, until the Bi-State Authority is operational, Phase 3 work.
  - Providing for interagency coordination on all project issues
  - Facilitating the implementation of the Bi-State Authority
  - Seeking the funding necessary to develop and construct the Replacement Bridge.
- 2.2. The governing bodies of the jurisdictions will be responsible for approving or rejecting the budgets, work plans, or other actions required of their organization by the consensus direction set by BSWG.

#### 3. Public Engagement

- 3.1. BSWG is responsible for undertaking an open and equitable public engagement process for the Replacement Bridge.
- 3.2. BSWG will issue periodic newsletters and maintain a website to keep the public updated on project activities.
- 3.3. Meetings of BSWG will follow the applicable public meeting and records laws of Oregon and Washington.
- 3.4. BSWG will ensure there are meaningful opportunities for public input at key decision points during project development.

#### 4. Project Development Work Plan

- 4.1. BSWG will cooperatively take the actions needed to develop a Replacement Bridge that is construction-ready no later than FY2026.
- 4.2. Subject to funding availability, the Phase 2 work (between January 2021 and June 2023) is anticipated to include the following:
  - a. Completing up to 15% engineering design (including geotechnical analyses)

- b. Level 2 traffic and toll revenue study
- c. Preliminary financial analyses
- d. Preparing and securing Bi-State Authority legislation
- e. Preliminary assessment of P3 opportunities (If P3 selected as preferred project delivery method, some work activities in Phase 2 and 3 will change)
- f. Securing grant funding for Phase 3 of project development
- 4.3. Subject to funding availability, the Phase 3 work (between July 2023 and June 2025) is anticipated to include the following:
  - a. Completing at least 60% engineering design
  - b. Investment grade traffic and toll revenue study
  - c. Preparation of Plan of Finance for lenders, granting authorities, and rating agencies
  - d. Further P3 consideration or procurement, as may be appropriate
  - e. Implementation of the Bi-State Authority
  - f. Securing grants and credit ratings and making loan applications for construction.
- 4.4. The work activities included in Phase 2 and 3 will be adjusted as may be necessary to match available funding.

#### 5. Management of Project Development

- 5.1. All project development work will be undertaken by a Lead Agency agreed to by BSWG. POHR will be the lead agency for Phase 2 work. The Lead Agency for Phase 3 depends on future circumstances. If the Bi-State Authority is operational before the start of Phase 3, it will be the Lead Agency. Otherwise BSWG will agree on a Phase 3 Lead Agency.
- 5.2. The Lead Agency will, within the available budget:
  - a. Retain a Project Director to oversee required day-to-day technical and administrative work
  - b. Procure and manage the consulting teams required by the work plan.
  - c. Staff BSWG meetings
  - d. Ensure that BSWG is provided technical reports and presentations required by BSWG.
  - e. Coordinate the legislative program described in Section 10.
  - f. In the name of BSWG, undertake the necessary public engagement and stakeholder coordination, as directed by BSWG.
- 5.3. The member jurisdictions shall coordinate with the Project Director with respect to any work activities regarding the Replacement Bridge they undertake.

#### 6. Funding of Work Activities

- 6.1. BSWG is responsible for securing the grant funding required to complete project development and to construct the Replacement Bridge.
- 6.2. BSWG will seek funding contributions for from Oregon and Washington agencies/jurisdictions with the intent of securing equitable contributions from Oregon and Washington agencies/jurisdictions during the course of project development and construction.

- 6.3. Bi-state funding will be pooled so that project development work can be prioritized, procured, and managed by the Lead Agency to implement the work plan agreed to by BSWG.
- 6.4. Funding will be provided to the Lead Agency through interlocal/governmental agreements; granting agency will oversee the work to ensure it complies with the terms and conditions of the granting agency.

#### 7. Long-Term Governance

Draft 2

- 7.1. BSWG will seek to establish an independent Bi-State Authority for the long-term governance of the development, financing, construction, and operations of the Replacement Bridge.
- 7.2. BSWG will prepare and propose bi-state legislation establishing the Bi-State Authority during the 2022 or 2023 legislative sessions; BSWG intends to have the Bi-State Authority operational no later than FY2024.
- 7.3. Prior to proposing legislation establishing the Bi-State Authority to the Oregon and Washington legislatures, BSWG will seek supporting resolutions from the governing bodies represented on BSWG.
- 7.4. If the Bi-State Authority is not approved by the Oregon and Washington legislatures, BSWG will continue in its role as described in this MOU.

#### 8. Public-Private Partnership (P3)

- 8.1. BSWG will continue to examine the P3 option, including soliciting industry opinion regarding the potential P3 market for the Replacement Bridge during Phase 2 of project development. If P3 is determined to be the preferred project delivery method, the work plan for Phases 2 and 3 would be adjusted accordingly.
- 8.2. P3 authority will be proposed for the Bi-State Authority that is similar to that of POHR.
- 8.3. If (a) the Bi-State Authority is not approved or sufficient grant funding is not secured for Phase 3 work and (b) BSWG concludes that a P3 project may be practical, BSWG will consider recommending to POHR that, in cooperation with BSWG, it undertake the project as a P3 under its existing authority.

#### 9. Legislative Strategy

- 9.1. The members of BSWG will be mutually responsible for seeking bi-state legislative approvals of the governance and funding proposals prepared by BSWG.
- 9.2. The Project Director will be responsible for coordinating the efforts of BSWG with regarding to seeking legislation.
- 9.3. POHR will provide a lead government affairs consultant for the Oregon and Washington legislative sessions. The BSWG members will facilitate the assistance of government affairs staff/consultant retained by their jurisdiction to assist the lead government affairs consultants.
- 9.4. BSWG intends to undertake the following legislative efforts (in each state):

- 9-8-20
- a. 2021 Session: Seek legislation requiring BSWG to study and prepare legislation establishing a Bi-State Authority to govern the development and operations of the Replacement Bridge and to report its findings to applicable legislative committees in each state prior to the 2022 legislative sessions. .. Seek a \$5 million grant from each of Oregon and Washington to fund Phase 2 project development and engineering activities
- b. 2022 Session: Seek approval of legislation creating the Bi-State Authority.
- 2023 Session: If not enacted in the 2022 Session, seek approval of legislation creating the Bi-State Authority. Seek grant contributions from each of Oregon and Washington to fund Phase 3 project development and engineering activities
- d. 2025 Session: Seek grant contributions from each of Oregon and Washington to fund the construction of the Replacement Bridge.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the last date below.

Mayor Betty Barnes, City of Bingen	Mayor, Kate McBride, City of Hood River
Date:	Date:
Mayor Marla Keethler, City of White Salmon	Chairman Mike Oates, Hood River County
Date:	Date:
Chairman Jim Sizemore, Klickitat County	President John Everitt, Port of Hood River
Date:	Date:

# HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT

LEGISLATIVE GOALS - DRAFT September 2020

		2020 SESSION	2021 SESSION	2022 SESSION	2023 SESSION	2024 SESSION	2025 SESSION
FEDERAL GOVERNMENT	FUNDING REQUEST	\$5M Application via USDOT programs. INFRA grant application was unsuccessful. The Port and Klickitat County applied jointly for \$5M through the BUILD program. A successful application will require the Port to commit \$1.25M from tolls.	Continue to apply for federal grant programs. Monitor opportunities for capital infrastructure funding.	Continue to apply for federal grant programs. Monitor opportunities for capital infrastructure funding.	Request \$5M for construction of replacement bridge. Anticipate significant transportation package in 2023.	Apply for \$100M USDOT TIFIA loan.	Request \$33M for construction of replacement bridge.
	POLICY REQUEST	Request increase in TIFIA funding cap for rural projects to \$400M, and increase total TIFIA participation threshold to 49%	Continue to lobby for increases in rural TIFIA caps.	Continue to lobby for increases in rural TIFIA caps.	Continue to lobby for increases in rural TIFIA caps.	Continue to lobby for increases in rural TIFIA caps.	Continue to lobby for increases in rural TIFIA caps.
WASHINGTON STATE LEGISLATURE	APPROPRIATION REQUEST	Lobbying effort via Sen. Transportation Committee. To bused with Oregon St. Leg. funding, federal grant proceeds and/or POHR toll contributions. Funds would be used to start 15% design, continue governance development and legislation, tolling studies and finance planning.	Request \$5M via Sen. Transportation Committee for Phase 2 and/or 3 activities. To be used with Oregon St. Leg. funding, federal grant proceeds and/or POHR toll contributions. Funds would be used to start 15% design, continue governance development and legislation, tolling studies and finance planning.	n/a. Short session. Minimal funding opportunities	Request \$5M for construction of replacement bridge. Anticipate significant transportation package in 2023.	n/a	Request \$33M for construction of replacement bridge.
	POLICY REQUEST	Keep key legislators, SW Wash. DOT admin. involved in NEPA and Bi-State Working Group progress.	Solicit feedback from key legislators and agency administrators on draft multi-session legislative strategy; region's desire to form Bi-State Compact for future bridge replacement, ownership and operation; and the project's financial needs moving forward. Seek legislation requiring BSWG to return to legislature no later than the 2023 session with the proposed bi-state authority.	Submit legislation authorizing Bi-State Bridge Authority	Follow up on bridge compact legislation, if not completed in 2022.	n/a	Follow up on bridge compact legislation, if not completed in 2024.
OREGON STATE LEGISLATURE		None. Exepectation to follow through on funding from HB 2017.	Request \$5M via Sen. Capital Committee for Phase 2 and/or 3 activities. To be used with Wash. St. Leg. funding, federal grant proceeds and/or POHR toll contributions. Funds would be used to start 15% design, continue governance development and legislation, tolling studies and finance planning.	n/a. Short session. Minimal funding opportunities	Request \$5M for construction of replacement bridge. Question as to when next transportation packet may be brought forward.	n/a	Request \$33M for construction of replacement bridge.  Question as to when next transportation packet may be brought forward.
	POLICY REQUEST	Keep key legislators, Reg. 1 ODOT admin. involved in NEPA and Bi-State Working Group progress.	Solicit feedback from key legislators and agency administrators on draft multi-session legislative strategy; region's desire to form Bi-State Compact for future bridge replacement, ownership and operation; and the project's financial needs moving forward. Seek legislation requiring BSWG to return to legislature no later than the 2023 session with the proposed bi-state authority.	Submit legislation authorizing Bi-State Bridge Authority	Follow up on bridge compact legislation, if not completed in 2022.	n/a	Follow up on bridge compact legislation, if not completed in 2024.
	FUNDING CONTRIBUTION	Commit \$1.25M as match for successful BUILD application.	Commit match for successful grant applications. Consider adding funds to remaining unused contingency for geotechnical analysis or continued governance work.	n/a. Short session. Minimal opportunities	Lead advocacy efforts	Lead advocacy efforts	Lead advocacy efforts
PORT OF HOOD RIVER	POLICY STATUS	Continue managing HB2017 funding via NEPA process. Facilitate Bi-State Working Group and take leadership role inadvocating for Phase 2 funding.	Facilitate BSWG work plan, develop governance strategies, public information and legislative plans.	Submit legislation authorizing Bi-State Bridge Compact	Lead advocacy efforts	Lead advocacy efforts	Lead advocacy efforts
BI-STATE WORKING GROUP	POLICY STATUS	Consensus for Bi-State Compact. Continue education and feedback to Port consultants for developing future bridge financing, ownership and management. Provide advocacy to states for support of Bi-State effort.	Provide advocacy to appropriate state and federal officials.	<b>Submit legislation</b> authorizing Bi-State Bridge Compact. Provide advocacy to appropriate state and federal officials.	Provide advocacy	Provide advocacy	Provide advocacy

### **Commission Memo**

Prepared by: Anne Medenbach
Date: September 10, 2020
Re: Big 7 Re-Roof Project



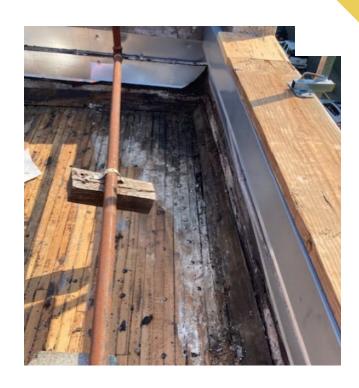
The Big 7 Building was built in the 1940's as a cold storage facility for Diamond Fruit. The Port bought the building in 1984 along with the rest of the Diamond Fruit complex on Industrial Street. The roof has been in need of repair for a couple of years, however, due to the age of the building and the type of construction there were multiple issues to consider:

- 1. The roof deck is made of 2 x 12 boards on end with large 8x8 beams interspersed. There were areas of potential rot. Working with Coffman Engineering, staff was able to come up with a plan for rot repair if needed.
- The original bid, issued in 2019, called for an asphalt project deck. During review, the project team determined that this should be changed to a PVC material; both to increase durability and reduce cost.
- 3. Due to the likelihood of other unknown issues arising, the project was phased so that if one section was problematic and budgets were tight work could be halted, or, if things were going well, then the project could move to the next phase.

The Contractor, Competitive Commercial Roofing, Inc. has done an excellent job. There have been some hiccups with clean up for tenants, but staff and the contractor are working through those issues and the contractor will pay for clean up of tenant spaces. A small amount of rot was found on Roof B and an even smaller amount was found on Roof A. Staff worked with multiple sub-contractors to move utilities and drains and other items that were the Port's responsibility and couldn't be completed until phases were approved. The roof is scheduled to complete by September 18<sup>th</sup>. The table below illustrates costs and Change Orders that were needed.



Roof B -Complete	\$	65,889.00		
CO #1- Rot			\$5,015.00	
CO #2- masonry cap			\$1,600.00	
Roof A	\$	118,829.00		
North siesmic upgrade	\$	21,172.00		
Roof C	\$	5,607.00		
Original contract amount	\$	211,497.00		
CO Total			\$6,615.00	
Revised contract amount	\$	218,112.00		
Subcontractor costs				
Gorge Electric	\$	4,180.00		
A & E Heating	\$	1,500.00		
Allied maintenance	\$	332.50		
Cascade plumbing	300	00*	est	
Total Subs	\$	6,012.50		
Energy Trust est. Incentive	\$	(23,000.00)		
Total project costs (est)	\$	204,124.50		
Total project spending authority	\$	253,000.00		





**RECOMMENDATION:** Informational.

### **Commission Memo**

Prepared by: Anne Medenbach
Date: September 15, 2020
Re: Airport Projects Update



The Port undertook two large airport improvement projects this year - an FAA funded AIP project (North Apron Rehabilitation) and an ODOT funded project (Connect 6). The scope of work for the projects have been included in the Airport Layout Plan (ALP) for over 30 years. The work was split into two projects based on available funding, FAA funding for airside improvements (anything where aircraft travel) and ODOT funding for landside improvements (where buildings are). The funding cycle for FAA is a 5-year plan and the Port worked to put together the ODOT grant funding in order to do both projects at the same time, thereby realizing projects savings and efficiencies.

The Port completed a Master Plan, an Environmental Assessment, and wetland mitigation and was able to put both funding mechanisms together to get the projects to bid in the spring of 2020. Tapani, Inc. won both contracts and the projects will be completed on time and under budget or within 1% of budget, - a remarkable achievement for the Port in light of the pandemic and resulting economic crisis. These were two very successful projects with excellent teams and a terrific final product with great partnerships of Tapani, Inc. and Century West Engineering.

Costs for the Port on these two projects combined is less 10% (9.7%) of total project cost. The FAA, due to the Cares Act, paid for 100% of the project including the needed Change Orders. The COVI project is under budget with a Port estimated match of \$416,413. The table below provides budget details.

North Apron	
Contract amount	\$ 2,380,739.25
Contract amount total with CO's	\$ 37,589.19
Total	\$ 2,418,328.44
Completion	90%
Scheduled Final Completion	25-Sep
COVI	
Contract amount	\$1,886,965.50
Contract amount total with CO's	\$ 22,646.64
Total	\$1,909,612.14
Est. project actual amount	\$1,844,646.60
Completion	92%
Scheduled Final Completion	22-Oct

**RECOMMENDATION:** Informational.

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### **Commission Memo**

Prepared by: Michael McElwee
Date: September 15, 2020

Re: Warming Shelter Presentation



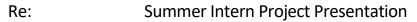
Sarah Kellems, Executive Director of Hood River Shelter Services, will attend the meeting via Zoom to provide background information about the organization and the need for a warming shelter in Hood River this winter. She will be available to answer questions as needed.

**RECOMMENDATION:** Information & discussion.

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### **Commission Memo**

Prepared by: Michael McElwee
Date: September 15, 2020





This summer, Port interns Jose Santillan-Morales and Beto Rojas worked together to study and fully characterize a parcel of land that is owned by the Port in Wasco County. They will present their findings during the meeting.

**RECOMMENDATION:** Informational.

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### **Commission Memo**

Prepared by: Michael McElwee
Date: September 15, 2020

Re: Steve Gates Memorial Project



Work to refine the Gates Project near Frog Beach on the west side of the Nichols Basin has continued over the past two months. Project plans are nearly ready to submit to the City of Hood River for a building permit. Jon Davies will participate in the meeting and update the Commission on design progress and next steps. A portion of the project plans are attached.

**RECOMMENDATION:** Information & discussion.

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## **GENERAL NOTES**

- FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND AND OVERHEAD UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR COST INCURRED DUE TO DAMAGE AND REPLACEMENT OF SAID UTILITIES.
- 2. STREETS, SIDEWALKS, AND ADJACENT PROPERTY SHALL BE PROTECTED THROUGHOUT THE WORK AS REQUIRED BY LOCAL CODES AND REGULATIONS AND APPROVED BY THE OWNER.
- 3. REFER TO CITY AND/OR COUNTY STANDARD PLANS AND SPECIFICATIONS WHERE APPLICABLE.
- 4. ALL WORK AND PORTIONS OF THE PROJECT SHALL COMPLY WITH ALL APPLICABLE CODES.
- 5. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY EXISTING MATERIALS TO REMAIN THAT ARE DAMAGED DURING CONSTRUCTION.
- 6. ALL LIMITS OF WORK, PROPERTY LINES AND LOT LINES SHALL BE VERIFIED PRIOR TO COMMENCING WORK.
- 7. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT (7) DAYS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT OBSERVATION SCHEDULES.

- 8. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH ALL CONSTRUCTION OPERATIONS. ALL PIPING, CONDUIT, SLEEVES, ETC., SHALL BE SET IN PLACE PRIOR TO INSTALLATION OF CONSTRUCTION ITEMS.
- THE LOCATION OF FEATURES TO BE CONSTRUCTED NOT SPECIFICALLY DIMENSIONED MAY BE DETERMINED BY SCALE. IF CONFLICTS ARISE IN FIELD, CONTACT LANDSCAPE ARCHITECT FOR RESOLUTION BEFORE
- ALL DIMENSIONS ARE FROM OUTSIDE FACE OF PAVING, WALLS, ETC., UNLESS OTHERWISE NOTED ON PLANS.
- 11. PRIOR TO INSTALLATION OF ANY CONSTRUCTION ITEM, FORMS WITH STEEL IN PLACE SHALL BE INSPECTED AND APPROVED BY THE LANDSCAPE
- ALL EROSION CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH ALL CODES AND ORDINANCES.
- 13. CONTRACTOR SHALL PROVIDE A SECURE AREA FOR STAGING & STORAGE THROUGHOUT DURATION OF THE CONSTRUCTION.

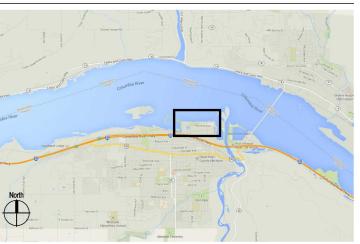
## DRAWING INDEX

- CO.1 CIVIL COVER SHEET
  C1.1 EXISTING CONDITIONS
  C3.1 STREET PAVING AND GRADING PLAN
- C3.2 STREET PAVING AND GRADING PLAN
- C4.2 UTILITY PLAN
- C5.1 EROSION CONTROL PLAN C5.2 EROSION CONTROL PLAN
- C6.1 DETAILS
- L1.0 EXISTING CONDITIONS PLAN L2.1 DEMOLITION PLAN L2.2 DEMOLITION PLAN

- MATERIALS AND LAYOUT PLAN
- L3.2 MATERIALS AND LAYOUT PLAN
- L4.0 IRRIGATION NOTES & SCHEDULE L4.1 IRRIGATION PLAN
- L4.2 IRRIGATION PLAN - PLANTING PLAN
- PLANTING PLAN
- L6.1 DETAILS
- L6.2 DETAILS L6.3 DETAILS
- L6.4 GUARDRAIL DETAILS
- L6.5 GUARDRAIL DETAILS
- L6.6 GUARDRAIL DETAILS L6.7 GUARDRAIL DETAILS
- L6.8 DETAILS
- L6.9 IRRIGATION DETAILS L6.10 - IRRIGATION DETAILS
- S1 - STRUCTURAL DETAILS
- S2 STRUCTURAL DETAILS

## VICINITY MAP

**LOCATION MAP** 



# PROJECT DIRECTORY

OF HOOD AIL

### **OWNER**

Port of Hood River 1000 E. Port Marina Drive Hood River, OR 97031 Contact: Michael McElwee 541-386-1138 mmcelwee@portofhoodriver.com John Mann 541-399-9228 jmann@portofhoodriver.com

### **DESIGNER:**

DKB Limited 4205 Belmont Drive Hood River, OR 97031 Contact: Kelly Bockius 541-308-6317 dkbltd@gmail.com

### STRUCTURAL ENGINEER:

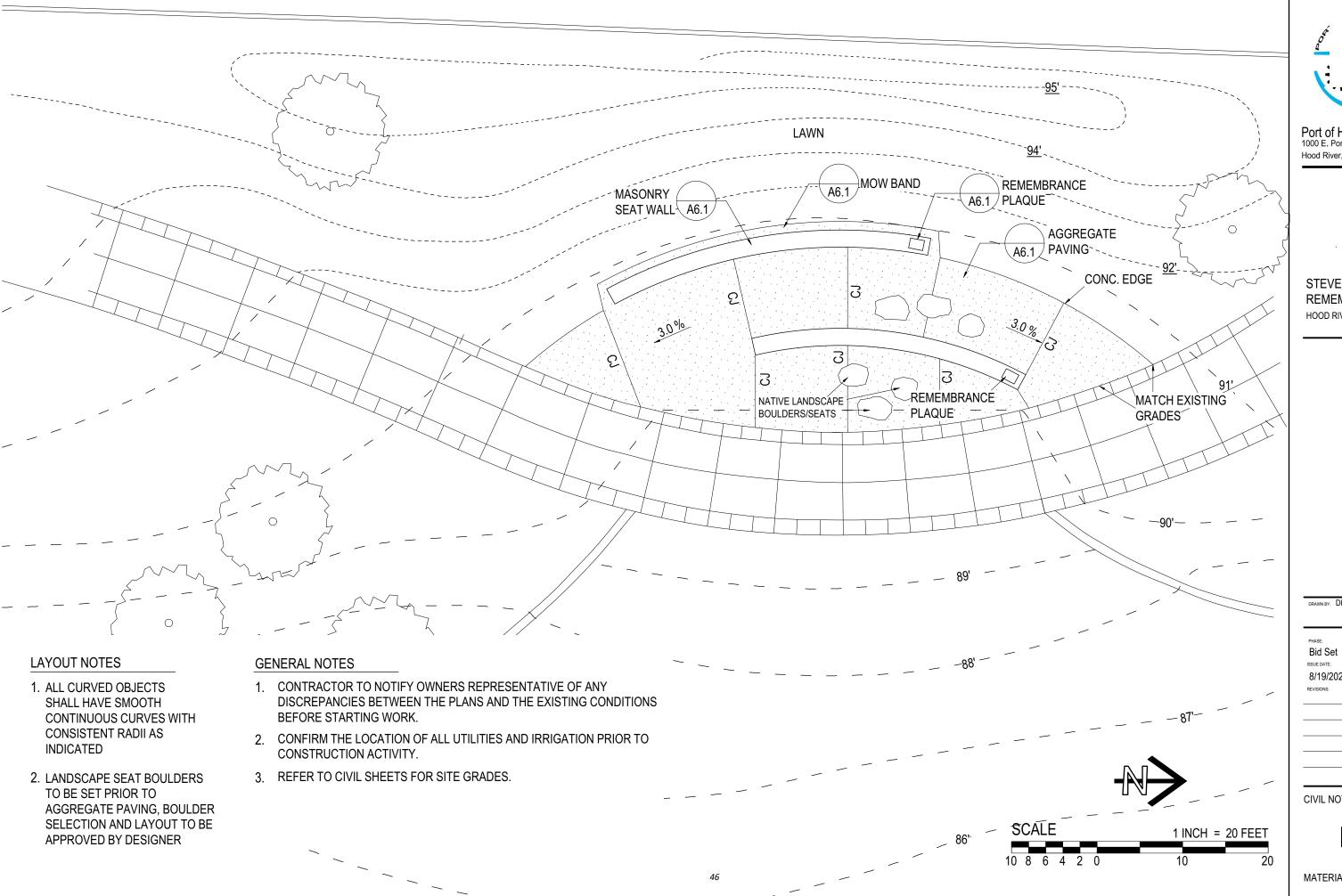
## **ABBREVIATIONS**

	And At Centerline	CTSK.	Coordinate Countersunk	GAL. GALV.	Gallon Galvanized
	Property Line Percent Pound or Number Acre Asphaltic Concrete Asphalt	C.Y. DET. D.F. D.I. DIA. DWG.	Cubic Yards  Detail Drinking Fountain Drain Inlet Diameter Drawing	H.B. H/C HDR. HORIZ. H.P. HT.	Hose Bib Handicap Header Horizontal High Point Height
ALT X.	Added Alternate Alternate Approximately Balled and Burlapped		East Each Expansion Joint Elevation	I.D. I.E. JT.	Inside Diame Invert Elevat Joint
	Bottom of Curb Bench Mark Back of Curb Bottom of Stair Both Ways Bottom of Wall	E EA. E.J. EP EQ. EW EX. EXIST.	Edge of Pavement Equal Each Way Existing Existing	L.A. L.F. L.P. LT.	Landscape A Linear feet Low Point Light
		EXP.	Exposed	MAX. M.B.	Maximum Machine Bolt
	Catch Basin Cast—In—Drill—Hole Cubic Feet Control Joint Clear	F.O.C. F.O.W. FT. FTG.	Face of Curb Face of Wall Foot or Feet Footing	M.B. MED. MEMB. MET. MFR. MH. MIN.	Medium Membrane Metal Manufacturer Manhole
	Concrete Construction Continuous	GA.	Gauge	MIN. MISC.	Minimum Miscellaneous

Ú.	Gallon Galvanízed	N N.I.C. NO.	North Not in Contract Number
	Hose Bib Handicap	N.T.S.	Not to Scale
; ?. ?IZ.	Header '	O.C. O.D. OPP. O.R.	On Center Outside Diameter Opposite Owner's Representative
	Inside Diameter Invert Elevation Joint	P.A. P.C.B. P.O.C. P.S.	Parking Planting Area Point of Curvature Point of Beginning Point of Connection Pipe Sleeve
	Landscape Architect Linear feet Low Point	P.1.	Pressure Treated
	Light	P.V.C.	Polyvinyl Chloride Pipe
(. ∫. MB. ≷.	Maximum Machine Bolt Medium Membrane Metal Manufacturer Manufacturer	R RAD. RIM REINF. REQD. R.O.W.	Riser, Radius Radius Rim Elevation Reinforced, Reinforcing Required Right of Way

Sourn
Score Line
Square Feet
Sheet
Spaces
Specifications
Square
Steel
Sleeve read
To Be Determined
Top of Curb
Tooled Joint
Top of Footing
Top of Pavement
Top of Stair
Top of Wall
Typical T.B.D. Unless Noted Otherwise UNO Vertical Verify In Field West With With Out Waterproof Welded Wire Mesh

45



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

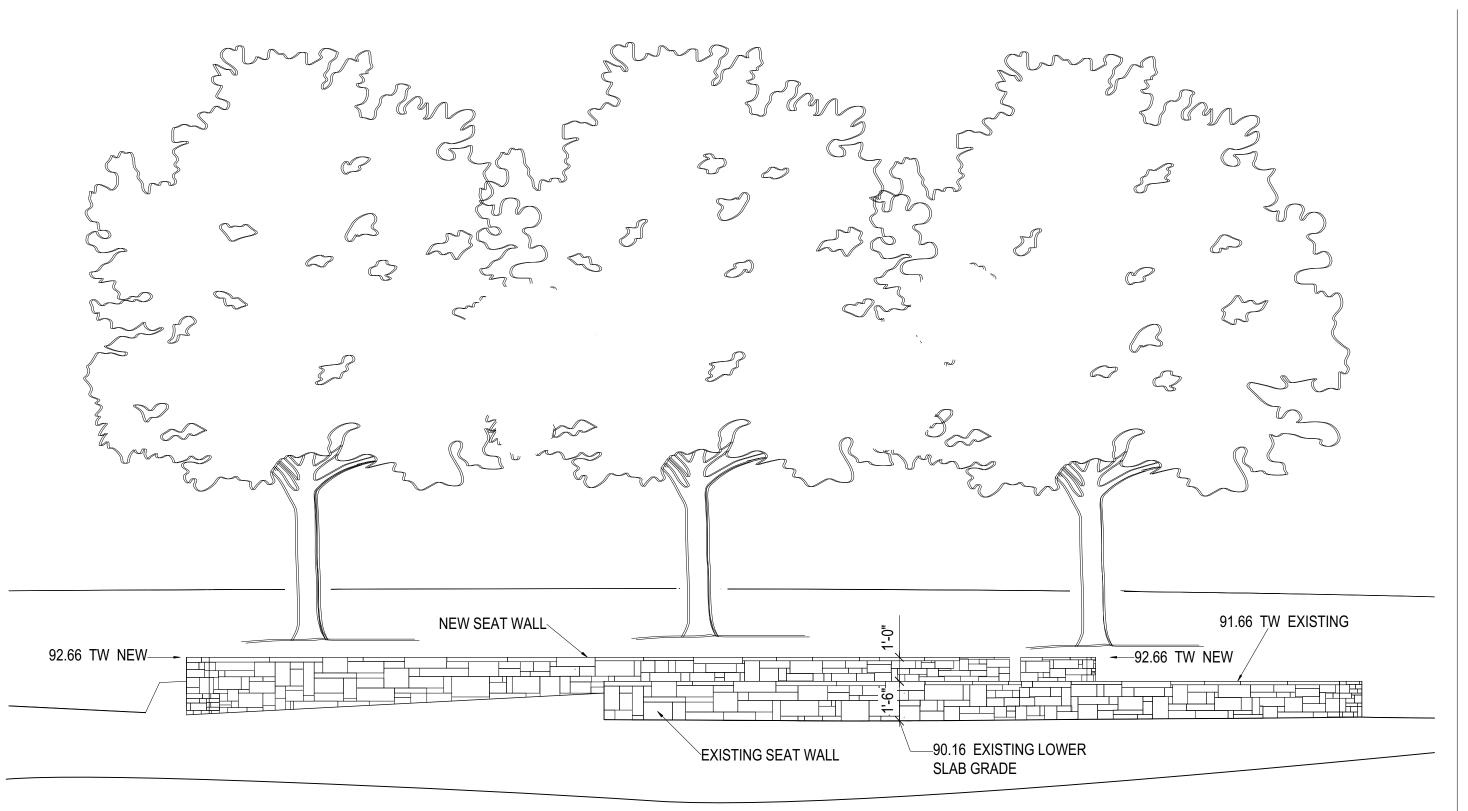
STEVE GATES REMEMBRANCE HOOD RIVER, OR

8/19/2020

CIVIL NOTES

L3.1

MATERIALS







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

STEVE GATES
REMEMBRANCE
HOOD RIVER, OR

DRAWN BY: DKB

PHASE: Draft Set

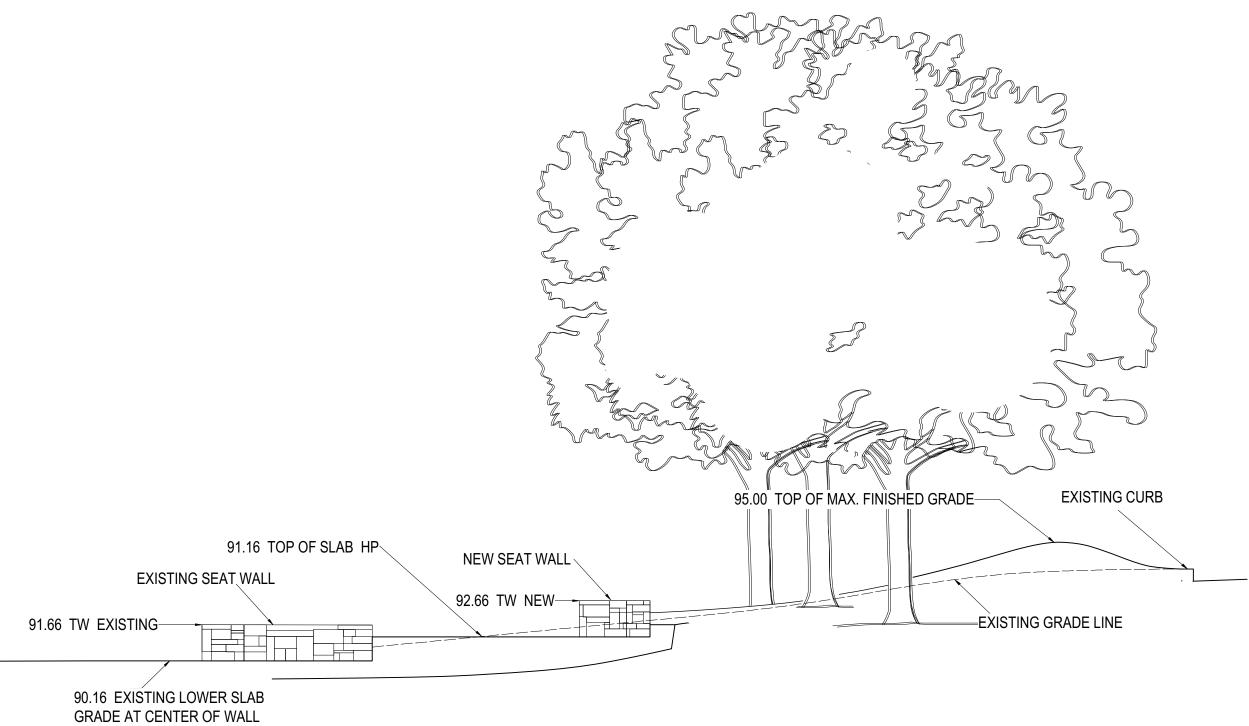
8/19/2020

REVISIONS:

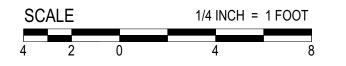
ARCHITECTURAL

A2.1

WEST ELEVATION



**ADJACENT** 



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

STEVE GATES REMEMBRANCE HOOD RIVER, OR

DRAWN BY: DKB

Bid Set

8/19/2020

ARCHITECTURAL

NORTH ELEVATION

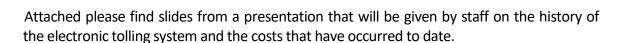
### **Commission Memo**

Prepared by: Fred Kowell

Date: September 15, 2020

Re: Electronic Tolling System Development

Costs and Potential Future Uses



Also attached for review is a presentation prepared by Tyler Mann, for his summer internship project in 2019 that identified potential target market for Breezeby Tolling System in Oregon. Staff will review the criteria that was used to select the bridges. Commission direction is sought on future marketing and development efforts for the system.

**RECOMMENDATION:** Discussion.

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# **BREEZEBY SYSTEM PRESENTATION**







September 15, 2020



# **TOLL SYSTEM COSTS - 2014 TO PRESENT**

# **Tolling System Costs**

Tolling System Items of Cost	Amount	Comments
Project Management - HDR	\$ 36,868	Acquire Tolling contractor, contract review and Project Management to Go-Live
Lane Integration - Psquare	65,556	Integrate lane controllers with back office system
Transponder Readers and IDRIS Lane Hardware - Kapsch	240,690	Replaced Transcore readers with Kapsch Multi-Protocol Readers/Antenas and IDRIS
Replace Back Office - Psquare	203,924	Replaced back office with what we have today
Automated Vehicle Classification - Psquare	73,600	IDRIS controllers failed and replaced with AVC
Total Cost to replace the tolling system	620,638	Cost as compared to other tolling integrator(s) quotes
Expand the tolling system for License Plate Recognition	411,269	Designed to catch Violators with 2 year payback.
	1,031,907	All Electronic Tolling System
Credit card implementation	25,000	To be completed.
Total System Cost	\$ 1,056,907	

# PORT OF HOOD RIVER HISTORY OF BREEZEBY

- Breezeby Started in 2007 Homegrown System and Application
  - > Supported Cash, Ticket, and Breezeby (SeGo Protocol Only).
  - Windows XP based and SQL Server 2003 based system
  - Minimal Functionality
  - > Hardware and Software had reached it's end of life
  - Total Cost of the Electronic Tolling, Lanes, Toll Booth, and Toll Facility = \$3.6 million.
- ➤ Issues In 2014, Windows XP was going to be de-supported in a couple of years and the IDRIS system was starting to degrade in the lanes.
- In 2015, Port staff inquired with several tolling integrators like TransCore, 3M, ETransit and TMRI to determine the magnitude of what it would take to replace our existing system. Only these four responded to our requests and actually came out for a site visit. During their review of our existing system, quotes ranged from \$1.2 million up to \$2 million to replace the existing backoffice, lane controllers, IDRIS, IDRIS controllers and transponder readers/antennas.
- Cost was prohibitive such that we turned to our bridge engineer.

# PORT OF HOOD RIVER HISTORY OF BREEZEBY

- ➤ HDR was hired in 2015 to find a tolling integrator that could replace the current back office and integrate replacement hardware without costing a \$1 million.
- PSquare was hired to replace the Toll System and support the system in late 2015
  - ➤ Lane Upgrade (Completed in April 2017)
    - > Upgrade from Windows XP 2016
    - > Integrate with Multi-Protocol Reader (SeGo and 6C) April 2017
    - > Eliminated Ticket Collection Jan 2017
  - ➤ Back Office System Replacement (Completed in April 2017)
    - > Data Migration of Old Account Database (8000 Accounts)
    - > Replace BOS with Modern State of the Art BOS System (ETBOS)
    - > Customer Portal for Breezeby Customer Account (Account Opening, and Account Management)
  - ➤ Mobil Breezeby Application (April 2018)
  - ➤ AVC installed due to failed IDRIS Controllers November 2018
  - License Plate Recognition System and interfaces with Oregon DMV and Collections 2020

# PORT OF HOOD RIVER HISTORY OF BREEZEBY

### Toll System Key Points

- IDRIS lanes were wearing out but more importantly Windows XP was going to be desupported which meant we had no support to update the operating system for our Lane controllers. The lane controller operating systems were replaced in late 2016.
- Protocol Readers/Antennas and Kapsch IDRIS Loops due to moving to a 6C protocol. IDRIS Controllers were not replaced due to the additional cost and at that point in time, having no failures. At that point in time tolling agencies were migrating to a 6C protocol such that a multi-protocol reader that could read existing tags as well as new tags was more beneficial. Also, Kapsch tags were cheaper.
- IDRIS Controllers started to fail November 2017. Cost of new IDRIS controllers were about the same as replacing the system with a AVC (Automated Vehicle Classification system). The cost was \$73600 vs \$69,000 for IDRIS.
  - > IDRIS only counts axles and works well with moving traffic, while AVC uses a picture scan to classify vehicles and can work better with varying speeds of traffic.
- License Plate Recognition was implemented to catch run-through violators which amounted to about 0.035% or 15,000-20,000 per year. The investment of \$411,000 would have 2-year payback on investment. With a useful life of 7-10 years, your return on investment would be substantial. This project was completed in May 2020 with the Oregon DMV interface to be completed with their next upgrade in Fall 2020.
- At this point, if the Port wanted to move forward, the Port could market itself to agencies that needed a tolling solution for their capital needs regarding their bridges.

# PRESENTATION

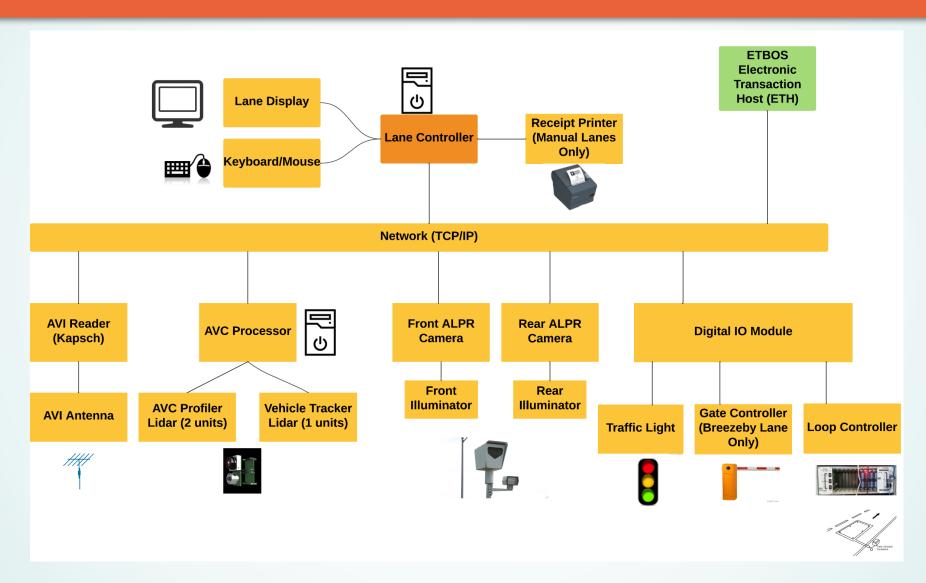
## **BREEZEBY SYSTEM LAYOUT**

# Lane System

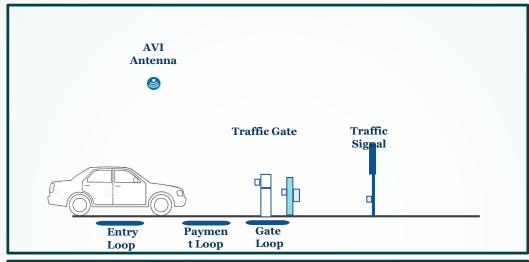
➤ Lane Sensor Layout

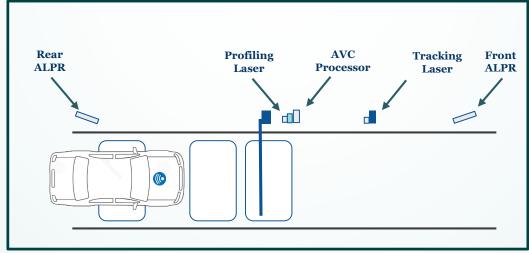
# PRESENTATIONS

## **LANE SUBSYSTEM**



# **LANE SENSOR LAYOUT**





# PRESENTATIONS

# LANE SENSOR LAYOUT



### **ETBOS SECURITY**

# **PCI Compliance and PII Security**

- Verifone Credit Card Tokenization (No Credit Card Info is saved on file)
- > TLS 1.2 Certificates used for Internet Communications
- Implementation of Firewall to separate network segments
- Network Segmentation
  - DMZ for Website
  - **ETBOS** Application VLAN for Database and Application Servers
  - Authentication VLAN for DMZ
  - > IT Management VLAN for IT Infrastructure Management
  - Workstation VLAN (User Workstations, Printers, etc.)
- Anti-Virus Software
- ➤ Single Sign-On using Microsoft Active Directory
- Remote Access Dual Factor Authentication
- Automatic Daily Vulnerability Assessment using GFI

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## Oregon Bridge Tolling Data Collection

Port of Hood River

Researched and Prepared by Tyler Mann

August 6<sup>th</sup>, 2019



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### 1. Introduction

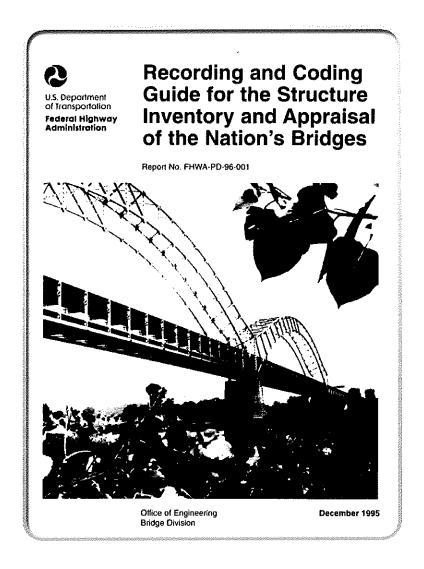
Oregon's infrastructure is reaching a critical condition where if steps are not made to improve roads and bridges, a serious crisis could develop. Bridges are crucial to Oregon transit, but many are old and nearing the end of their useful life. Overtime these bridges will eventually fail and Oregon will be overwhelmed with bridge repairs. Another concern is the Cascadia Fault off the western coast. Most bridges are not engineered to withstand an earthquake of that predicted magnitude. Options for improvement are few and with so many bridges in need of repairs, government funding will be scarce. One option available is tolling. By implementing a tolling system at bridges reaching structural inadequacy, bridge owners can have a new form of revenue to make improvements and repairs for present and future needs.

The reasoning behind this study is that the Hood River Bridge is always in need of repairs and a large portion of funding for these repairs comes from the tolling revenues. Following this same logic, other bridges in Oregon also need repairs and those bridges that are in need of repairs would also benefit from a tolling system installed at them. The National Bridge Inventory (NBI) data has information ranging from its inspection conditions to the estimated cost of improvements on every bridge in Oregon. By researching the condition, location, and other aspects of bridges in Oregon we should find a reasonable number of bridges that are in need of repairs and that could sustain and benefit from a tolling system.

This report contains the means of data acquisition, the criteria for selecting toll bridges, the analysis of the data, the results, and a conclusion.

### 2. Data Acquisition

Data was obtained from the U.S. Department of Transportation Federal Highway
Administration website under the Bridges and Structures page. The data that was wanted was information on condition reports, traffic and traffic related data, and a bridge's structural evaluation. The raw data on all the bridges came from the National Bridge Inventory American Standard Code for Information Interchange (NBI ASCII) 2017 files. The files were then converted from text files to excel files (**Appendix B**) to help process the information. Note that Appendix B is only 33 of the 8148 bridges in Oregon and is there to help show and represent the extensivity of the data analyzed. Next the data was decoded using the *Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges*. This allowed the data to be read and understood instead of being a cluster of cryptic numbers. Most ratings were on a 0-10 scale while other statistics were in meters or tons or number of cars.



#### 3. Criteria

The data in the NBI files is far too extensive, with 8148 bridges and 137 columns of data on each one; irrelevant information had to be removed. To narrow the options a primary criterion was created that prioritizes the important elements in the data. A secondary criterion was also created to further analyze the data and narrow the options even more.

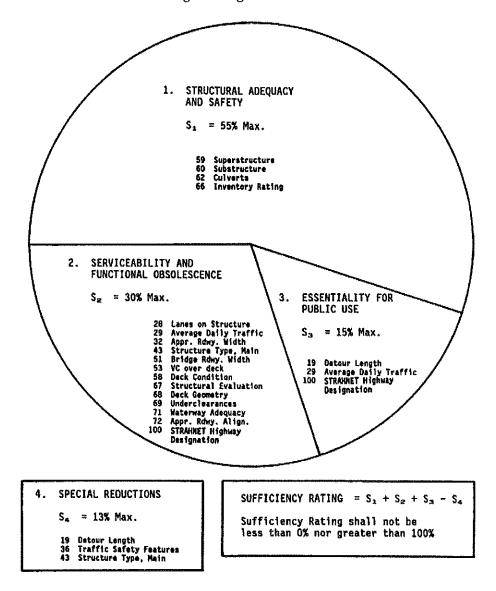
### **Primary Criteria**

The first step taken was removing useless columns of data that did not include relevant information for our purposes. The removed columns contained information such as latitudes

and longitudes, curb and sidewalk widths, and inspection dates. This brought the number of columns from 137 to 22. The rest of the crucial criteria is explained below.

### 3.1a Sufficiency Rating

The sufficiency rating in the NBI files is a culminated rating calculated from a majority of the other ratings in the files. This gives a general idea of which bridges need repairs as those with a low sufficiency rating will most likely be the most structurally deficient. The rating is on a 0% - 100% scale and calculated using the diagram below.



The primary concern is Structural Adequacy and Safety which is determined by the bridge's ratings on its Superstructure, Substructure, Culverts, and Inventory Rating. Secondary concerns are the Serviceability and Functional Obsolescence. This takes in account how functional a

bridge is compared to how much traffic it carries in a day. Thirdly is how publicly accessible it is, this relates to appropriate signage around the bridge and detour lengths if the bridge was to close. Finally, are Special Reductions which considers what type of bridge it is as some styles of bridges are more adequate than others and traffic safety features. Under these circumstances, it was decided that bridges with greater than a 55.0% sufficiency rating were not viable for tolling because they were already sufficient enough. While this gives an approximate idea about the conditions of a bridge, it does not show the intricacies of what is actually wrong with the bridge. A couple examples of this are if the bridge has great signage and functionality, but its structure is terrible, it will still get a decent sufficiency rating, or if the structure of a bridge is fantastic but its functionality is terrible, the sufficiency rating will be low, but it will not be viable for tolling.

### 3.2a Average Daily Traffic (ADT)

The Average Daily Traffic is very important towards a bridge's tolling capabilities because of possibly the most obvious reason, revenue. A higher ADT will create more revenue for the bridge so the owner can repair more problems. If a bridge's ADT is too low, then the cost of installation to payout ratio will be too low and will not be worth it for the bridge owner to install tolling. To further this, for the bridge to be worth tolling, the payout created after the initial cost is taken care of must be high enough that it has an impact on the bridge owner's budget. The next reason ADT is important is because if a bridge has more traffic crossing it daily, repairs associated with the bridge will be more frequent. Thus, bridges with higher ADT will need money more regularly for repairs and a tolling system can provide that income. With this in mind, the minimum ADT a bridge could have under our criteria was 4500 vehicles a day. While a maximum ADT was not put into place it was still examined because if a bridge has a high ADT then adding a tolling system could greatly affect traffic patterns.

### 3.3a Structure Length

The length of the bridge must be considered mainly to remove a large portion of the bridges in the data base. Since the NBI files have information on *all* the bridges in Oregon, many of these are small bridges on highways crossing a dip or ravine, or a bridge in the middle of nowhere that will not be accessible for tolling. To discard these options, the structure length was determined as a just method to limit the bridge's tolling capability. If a bridge was shorter than 55 m (approx. 180 ft.) it was removed. Larger bridges had higher priority than shorter bridges because generally this means it is more important to traffic patterns and vehicles are forced to cross it. This creates a higher ADT which causes a need for more repairs and thus causes the bridge to be more viable for tolling.

#### 3.4a Features Crossed

Features crossed describes the object that the bridge is over. While most bridges on this list cross a body of water, many go over roads or train tracks or a ravine. While the bridges that cross these could be tolled, in the public eye when one imagines a toll bridge, it is crossing a body of water and thus a bridge crossing water will more likely become a toll bridge. Another consideration was that if the bridge crossed a road, this means there is most likely a way around this bridge and people could avoid the toll. A bridge crossing water does not usually have this and people must cross the bridge to get where they are intending to go and therefore the bridge toll will be enforced. For these reasons any bridge crossing anything other than a body of water was removed from the criteria.

### **Secondary Criteria**

The secondary criterion was made to further whittle down the number of bridges to choose from after the majority were taken away due to the primary criteria. Not many strict parameters were set for this criterion but was made as a consideration to help rank and prioritize some bridges over others.

### 3.1b Percent of Truck Traffic

This criterion is similar to the ADT as it deals with the same concepts. Toll bridges with more trucks carry heavier loads on a daily basis so damages are more prevalent. Also, when tolling heavy trucks, the toll is increased in proportion to how many axles the truck has as to compensate for the extra weight the bridge is bearing because of the truck. For both these reasons bridges that have a higher percentage of truck traffic are more likely to need a toll system.

### 3.2b Deck Geometry

Deck geometry is a calculated value on a 0-10 scale with 0 being bridge closure. The calculated value is dependent on how many lanes there are, the ADT, the width of the road, and the vertical clearance the bridge has. The 0-10 scale is still relative to each bridge, this means that even though a bridge may have more lanes or a different design, it does not necessarily mean its deck geometry is higher just because of it. The deck geometry is important because it considers the functionality of the bridge and what vehicles can cross it. If a bridge's deck geometry is inadequate certain trucks cannot pass on it and if it is a crucial bridge to the area, the bridge must be reworked. This is a large issue on the Hood River Bridge with its narrow lanes. So, while this criterion is not crucial to a bridge's structure, those with a low deck geometry rating will most likely be looking for repairs or replacement anyway.

#### 3.3b Structural Evaluation

The structural evaluation is another calculated value on a scale of 0-10 with 0 being bridge failure. The calculated value is determined by the bridge's ADT and inventory rating. The inventory rating is how much weight in metric tons the bridge can hold indefinitely. The structural rating is much more important to the criteria compared to the deck geometry for instance because it is directly related to a bridge's structure and safety. Again, the rating is relative to the individual bridge's inventory rating and ADT but can still be used to compare. This criterion had a non-strict parameter meaning that generally if the bridge's structural evaluation was greater than 6 it was not considered but under special circumstances it could be.

#### 3.4b Scour Critical

Scour critical describes a bridge's susceptibility to scour. Scour is the removal of materials from a bridge's piers or abutments which can then lead to the substructure of the bridge failing. The rating is on a 0-10 scale with 0 being bridge failure. If a bridge has a low scour critical rating, it means it is in needs of repairs and thus was taken into greater consideration when selecting bridges for potential tolling.

#### 3.5b Owner

The list of ownerships possible are listed below. The code was what was given, and the correlated owner was decoded using this list.

<u>Code</u>	<u>Description</u>
01 02 03 04 11	State Highway Agency County Highway Agency Town or Township Highway Agency City or Municipal Highway Agency State Park, Forest, or Reservation Agency Local Park, Forest, or Reservation Agency
21 25 26	Other State Agencies Other Local Agencies Private (other than railroad)
27 31 32	Railroad State Toll Authority Local Toll Authority
60 61 62	Other Federal Agencies (not listed below) Indian Tribal Government Bureau of Indian Affairs
63	Bureau of Fish and Wildlife
64	U.S. Forest Service
66	National Park Service
67	Tennessee Valley Authority
68	Bureau of Land Management
69	Bureau of Reclamation
70	Corps of Engineers (Civil)
71	Corps of Engineers (Military)
72	Air Force
73	Navy/Mari nes
74	Army
75	NASA
76	Metropolitan Washington Airports Service
80	Unknown

Owners other than the state, county, town, or city would most likely not agree to toll their bridge and were removed from the options. Between the remaining four options the most difficult to justify a toll service to would be the state. Because of this when regarding other criteria, county, town, and city owned bridges were given more leeway than state bridges as they usually have less funding for repairs and could have greater benefits from tolling.

### 3.6b Cost of Improvement

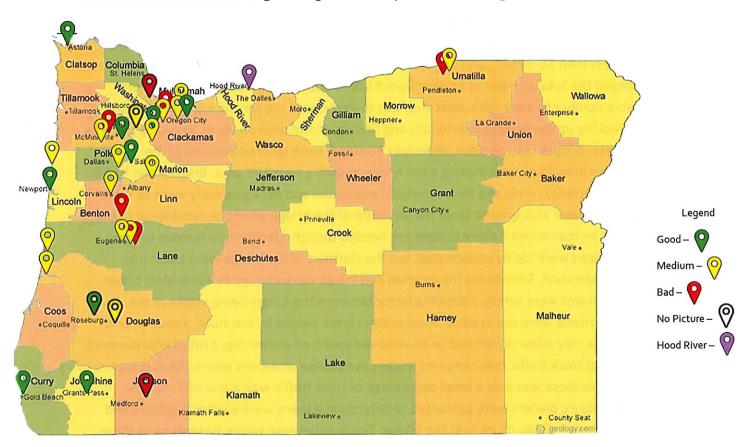
Included in the NBI ASCII files are approximate cost of improvements for the bridges. If bridges have a cost too low than they will not bother implementing a tolling system for improvements. If a cost is too high, the owner is probably not even considering improvements or repairs or replacement. This does not eliminate a bridge from the remaining list but it does mean that it is not as highly prioritized compared to those with a more reasonable cost of improvement.

### 4. Analysis

To analyze the data, the number of bridges was reduced first using the primary criteria. All bridges with greater than 55.0% sufficiency rating, bridges with less than 4500 ADT, bridges that span less than 55 meters, and any bridge that did not cross a body of water was removed. This changed the total number of bridges from 8148 to 108 bridges which is a much more reasonable number to work with. Next step was to implement the second criteria; this was done by looking up the bridges individually and finding information on them, including pictures, locations, etc. Bridges in large cities, especially Portland, were ignored because of the complications associated with making a toll bridge in such a high ADT area. Bridges that had a moderate sufficiency rating and their structural evaluation and deck geometry were all rated relatively high were also ignored since the structure of the bridge would be considered stable. These could be reassessed if more bridges are needed though. Decisions to remove bridges based on images were highly opinionated, but the statistics of the bridge were taken into greater consideration. Sometimes the location and image were enough to eliminate a bridge, but usually images were simply a deciding factor between the bridge being viable or not. Once the primary criteria were put in place, most bridges were owned by the state, a county, or a town and thus only a few others had to be removed based on ownership. Cost of improvement and percent of truck traffic only removed bridges in extreme situations where the cost was radically low or there was only a small percentage of truck traffic with a low ADT. For the remaining bridges, owners were contacted to determine if there were electrical utilities and internet utilities available on or near the bridge. This was because tolling systems need these two utilities to function properly. This in turn got the contact information for the bridge owners for further questions if necessary.

#### 5. Results

After the analysis of the NBI data was complete, of the 8148 bridges, 32 remained as potential bridges for tolling (Appendix A). Below is a map of the locations of all the remaining bridges. The majority of bridges are located along the Cascade Range where most of the rivers in Oregon are located. There is also a large portion of bridges along the coast. The reason these bridges are less structurally sound is most likely because there are more people in Western Oregon than Eastern Oregon and therefore the bridges are used more. With all these bridges being located close to the coast, they are all at risk of being damaged or destroyed due to the Cascadia Fault off the West coast. The estimated size of this earthquake is large enough to put the infrastructure along the coast in critical condition, and bridges are the most susceptible to this. The 32 bridges have a variety of traits without many correlations between them other than a commonly low structural rating. Below is a brief description of all 32 bridges, with condition reports, ADT, locations, cost of improvement, etc. They are also approximately ranked from best to worst with better bridges being near the top and worse bridges at the bottom.



# Appendix A

# Selected Bridges

STRUCTURE_NUMBER_008_1 FEATURES_	DESC_006A	* FACILITY CARRIED 007 V LOCATION 009		▼ OWINER 022 ▼
00123K030 02590	TE RIVER '	'OR 22 (HWY 30) EB '	ALEM '	ОВОТ
00330 105 00689	'YOUNGS BAY '	HWY 105 '	'002 MI S ASTORIA '	ODOT
00357 003 01143	'WILLAMETTE RIVER '	HWY3 '	10.1 MI N OF MAIN ST (O C)	ODOT
00441 01W 03499	'N YAMHILL RIVER '	'OR 99W (HWY 1W) SB'	'002 MI N MCMINNVILLE '	ODOT
00583E058 02909	'WILLAMETTE RIVER '	'OR 99E (HWY 58) '	SCL HARRISBURG '	ODOT
00624A002 18260	'UMATILLA RIVER(UMATILLA)'	'US 730 (HWY 2) '	'IN CITY OF UMATILLA '	ODOT
00706 01W 08414	'MARYS RIVER'	'OR 99W (HWY 1W) NB'	'IN CORVALLIS '	ODOT
00924A009 11817	'SCHOONER CREEK '	'US101 (HWY 9) '	'005 MI W LINCOLN C S C LT'	ODOT
01172 009 32764	'ROGUE RIVER (WEDDERBURN)'	'US101(HWY009) '	OXING ROGUE RIVER	ODOT
01223 015 00133	'WILLAMETTE RIVER '	'OR 126 (HWY 015)WB'	'SPRINGFIELD W C LMTS'	ODOT
01418 025X00014	'ROGUE RIVER '	'US 199 (HWY 025)SB'	'CAVEMAN B 6ST G PASS'	ODOT
01617 01E 01120	'CLACKAMAS RIVER'	'OR 99E(HWY 001E) '	'1.4 MI N OREGON CITY CC '	ОВОТ
01820 009 14168	'YAQUINA BAY	'US101 (HWY 9) '	'NEWPORT S C LIMITS '	ОРОТ
01821E009 19098	'SIUSLAW RIVER (FLORENCE)'	'US101 (HWY 9) '	'00.7 MI S HWY 062 JCT '	ODOT
01822 009 21111	'UMPQUA R & MCINTOSH SL'	'US101(HWY009) '	'00.5 MI N HWY 045 JCT'	ODOT
02058 162C03029	'SANTIAM RIVER'	'OR 22 (HWY 162)CON'	, IN MILL CITY	Linn County
02061 01E 02203	'MOLALLA RIVER '	'HWY 1E NB'	'IN CANBY '	ODOT
02230A070 00039	'COLUMBIA RIVER'	'I-82 (HWY 070) EB '	"WASHINGTON STATE LINE"	ODOT
02557 024 00283	'YAMHILL RIVER'	'BRIDGE STREET '	'IN SHERIDAN '	Yamhil County
04517 01WX00511	'COLUMBIA SLOUGH'	'OR 99W(HWY 001W)'	'5.1 MI N OF PORTLAND CC'	ODOT
05286 018 00246	'COAST FK WILLAMETTE R'	'OR 58 (HWY 018) '	'02.5 MI E HWY 001 JCT '	ODOT
05789A005300000	'WILLAMETTE R/RIVERSIDERD'	COUNTY RD 53 '	S.RIVER RD/WILLAMETTER '	Polk County
06520 022 00317	'MOLALLA RIVER '	'KNIGHTS BRIDGE RD '	'005 MI W CANBY '	Clackamas County
06571 002 00404	'BULL RUN RIVER'	BULL RUN RD '	'00.7 MI E OF TEN EYCK RD'	Clackamas County
06580 001 00284		'LUSTED RD'	'2 MI S OF COUNTY LINE '	Clackamas County
06648 000 00043	'WILLAMETTE RIVER'	COBURG ROAD '	'WILLAMETTE R AT COBURG RD'	Eugene
06/58 039Y04675		'OR 18-HWY 483 '	'060 MI SW HWY 1W JCT '	ODOT
07001 000 00033	'LITTLE BUTTE CREEK '	'EAGLE PT - MAIN ST	'0.33 M EAST LINN ROAD'	Eagle Point
08003 039 05157	'YAMHILL RIVER'	'OR 18 (HWY 39) '	'006 MI SW HWY 01W JCT '	ODOT
11112 000 01132		'FAS A656 '	'040 MI SE TROUTDALE '	Multnomah County
19C508 167 072	'S UMPQUA RIVER/CONN FORD' 'COUNTY RD 167	COUNTY RD 167 '	'2.7 MI NW OF ROSEBURG'	Douglas County
26T03 000 00000	DEER CREEK '	'DOUGLAS AVENUE'	'1.5 E OF S UMPQUA RIVER'	Roseburg

Green – High Priority Yellow – Medium Priority

Red – Low Priority

01418 025X00014 'ROGUE RIVER ' ' US 199 (HWY 025)SB' 'CAVEMAN B 6ST G PASS

Average Daily Traffic (ADT): 32,000

Percent Trucks: 8%

Length: 167.6 m

Ratings: Deck - 6 Satisfactory

Super Structure - 4 Poor

Substructure - 5 Fair

Structural Evaluation – 4 Meets minimum tolerable limits to be left in place as is

Deck Geometry – 3 Basically intolerable requiring high priority of corrective action

Scour Condition – 3 Bridge is scour critical; bridge foundations determined to be unstable

Sufficiency Rating – 30.4%

Recommended Work - Replacement of bridge or other structure because of substandard load carrying capacity or substantial bridge roadway geometry

Estimated Cost - \$3,100,000

Notes – The bridge structure is in poor condition because of the super structure. The deck geometry and scour critical are poor, and the bridge has a lot of daily traffic. The bridge could be a lot for the tolling system but overall would be extremely beneficial and profitable. Estimated repairs are relatively low but seems too low and I would expect it to be higher. Seems like a great bridge for tolling.



Average Daily Traffic (ADT): 150,800 (Seems Strange)

Percent Trucks: 4%

Length: 74.7 m

Ratings: Deck - 5 Fair

Super Structure - 4 Poor

Substructure – 6 Satisfactory

Structural Evaluation – 4 Meets minimum tolerable limits to be left in place as is

Deck Geometry – 2 Basically intolerable requiring high priority of replacement

Scour Condition – 5 Bridge foundations determined to be stable for assessed or calculated scour condition

Sufficiency Rating - 25.5%

Recommended work - Replacement of bridge or other structure because of substandard load carrying capacity or substantial bridge roadway geometry

Estimated Cost - \$1,353,000

Notes – The bridges structure is poor and overall in bad condition. It says the traffic is 150,800 but this does not match previous year's reports, so this number seems wrong. Also, this bridge has already been contacted for tolling and is willing, top priority.



#### 01172 009 32764 'ROGUE RIVER (WEDDERBURN)' 'US101(HWY009) ' 'OXING ROGUE RIVER '

Average Daily Traffic (ADT): 7,500

Percent Trucks: 17%

Length: 578.5 m

Ratings: Deck – 6 Satisfactory

Super Structure – 6 Satisfactory

Substructure – 6 Satisfactory

Structural Evaluation – 2 Basically intolerable requiring high priority of replacement

Deck Geometry – 3 Basically intolerable requiring high priority of corrective action

Scour Condition – 3 Bridge is scour critical; bridge foundations determined to be unstable

Sufficiency Rating - 37.4%

Recommended Work - Replacement of bridge or other structure because of substandard load carrying capacity or substantial bridge roadway geometry

Estimated Cost - \$10,697,000

Notes – Bridge Structure is satisfactory but structural evaluation is 2 and deck geometry is 3. Scour condition is also critical which furthers the need for repairs of the bridge. High cost, high truck percent, and moderate traffic makes for a good tolling bridge.



02061 01E 02203 'MOLALLA RIVER ''HWY 1E NB ' 'IN CANBY '

Average Daily Traffic (ADT): 22,800

Percent Trucks: 5%

Length: 182.8 m

Ratings: Deck - 5 Fair

Super Structure - 5 Fair

Substructure - 5 Fair

Structural Evaluation – 2 Basically intolerable requiring high priority of replacement

Deck Geometry – 2 Basically intolerable requiring high priority of replacement

Scour Condition – 3 Bridge is scour critical; bridge foundations determined to be unstable

Sufficiency Rating - 16.5%

Recommended Work - Replacement of bridge or other structure because of substandard load carrying capacity or substantial bridge roadway geometry

Estimated Cost - \$3,380,000

Notes – The bridge is in priority for replacement, so this could be a great bridge for tolling. The ratings are fair, and the structural evaluation is low. The cost for repair is in a manageable range. Great bridge for tolling.



#### **Executive Director's Report**

September 15, 2020

#### **Administrative**

- Current issues relevant to the COVID-19 pandemic:
  - Mike Matthews reports that the total case count for Hood River County is 238, with 225 release from quarantine, leaving 13 active cases in the county. Mr. Matthews reported no new workplace or "congregate setting" outbreaks. Testing has slowed down, but Hood River County still ranks third in the state for testing ratio to population.
  - The waterfront was extremely busy throughput the Labor Day weekend. On Monday afternoon the wind shifted, bringing extensive smoke into the area and all waterfront recreation sites emptied quickly.
  - o All parking spaces on N. 1st Street were opened up on Friday, Sept. 4.
  - o The Event Site will now be open for all users, not just season passholders.
  - o The Nichols Basin Dock is now open to the public.
  - No kiting signs are still up at Marina Beach. All parking spaces are now open in the lot adjacent to the Swim Beach lawn.
- Anne Medenbach completed the Certified Commercial Investment Manager (CCIM)
  designation on August 17. This designation is a highly sought-after training that shows a
  dedication to excellence.

#### Recreation/Marina

- Facilities staff has installed two new ADA handicap parking spaces and re-painted the stall lines at the Marina Beach Parking Lot.
- Daryl Stafford coordinated a work party with CGW2 on September 12 to move the large stones in shallow water at the Event Site.
- Port crews will not be able to complete the structural reinforcement of the Event Site Dock this year. We will either look for a contractor to do the work or reschedule for next spring.
- We have received proposals from interested food concession and Kiteboard, Windsurf, SUP schools and rentals. These will be reviewed by staff and recommendations for 5-year concession agreements brought to the Commission in October.
- The launch ramp has been extremely busy with the fall fish run coinciding with hot, calm
  weather before and over Labor Day weekend. Truck/trailer overflow parking was
  extensive in the gravel lot adjacent to DMV.
- Engineer Andrew Jansky will likely be retained to prepare conceptual plans for upgrading the Marina Launch Ramp. One issue that has existing for years is the sharp drop off at the

end of concrete ramp. Jansky took the photo below with an aerial drone to illustrate the ramp problem.



#### **Development/Property**

- Coles + Betts has completed their environmental report regarding potential contamination at the Jensen Bldg. It will be submitted to the Oregon Department of Environmental Quality (DEQ) the week of Sept. 20. The key conclusion is that contamination is negligible.
- The re-roof of the Big 7 Building is expected to be complete by September 15. A limited amount of dry rot was found in the first phase with a minimal cost and the project moved into Phase 2 on September 8<sup>th</sup>. Staff is working with impacted tenants and is on-site daily. The project is likely to come in under budget due to an Energy Trust incentive which is estimated at \$23,000 and the fact that so far, dry rot has been minimal
- Hood River County Energy Council staff has submitted two applications for grant funding—one for two electric vehicle charging stations (not related to the Forth Mobility project that is an action item for tonight's agenda) near the Port office and the other to track our fleet energy consumption.

- Pfriem Family Brewers is finishing up significant aspects of their expansion project at the Halyard Building. Tanks were installed Sept. 9 on the new outside slab. Interior tanks will be installed the week of September 7. The project is close to completion.
- Staff completed a walkthrough with Hearts of Gold on September 8<sup>th</sup>. They will be vacating as of the 25<sup>th</sup>. The Chamber of Commerce will also be vacating that day, at which time staff will complete a final walk through of both spaces. One showing has occurred for a portion of the Chamber space.

#### **Airport**

- The Airport continues to be extremely busy the last few weeks with construction and staging for some fire response assets.
- The Connect 6 project is substantially complete as of September 8<sup>th</sup>. Tapani Inc. is working through the final punch list with an expected final completion date 2-3 weeks out depending on if the Commission determines to move forward with the fuel pad work.
- The North Apron Rehabilitation project will be substantially complete as of September 17. Staff and Century West Engineering will complete a walkthrough of the punch list on that day. Final completion will be in mid-October once the plantings are able to be supported by less dry weather.
- Staff is working with Airport neighbors to provide home cleaning, both interior and exterior, to homes impacted by the work.
- The Airport Noise Committee met on September 10 to discuss and refine a specific set of recommended actions to help alleviate the noise that affects some nearby residents.
- Minutes from the August 20<sup>th</sup> meeting of the Airport Advisory Committee are attached.
- The attached diagram shows the locations for the two hangar projects for which Anne is developing concept plans. Both the Commercial Hangars and Box hangars were included in the 2018 Master plan and shown in the Airport Layout Plan (ALP), as approved by the FAA. Commissioners are highly encouraged to contact Anne for a tour of the recently completed projects and of potential future builds.

#### **Bridge/Transportation**

• Staff has continued to refine the schedule for Stafford Bandlow to conduct M&E evaluation and testing of the lift span later this month and in early October. We have been in touch with both Mt. Adams Fruit and SDS Lumber to understand and ameliorate impacts to their operations. Following is the proposed schedule:

#### Monday September 21, 2020

9:00 AM One Full Height Lift

1:30 PM One Full Height Lift

#### Tuesday September 22, 2020

9:00 AM One Full Height Lift 1:30 PM One Full Height Lift

#### Wednesday September 23, 2020

<8:00 AM Three Full Height Lifts 11:00 AM One Full Height Lift

#### Notes:

1. All lifts are to be full lift height with no more than 30 seconds at the fully open position.

2. Lift times are approximate

#### Port of Hood River, Airport Advisory Committee Monthly Meeting

20 August 2020

4:30 PM- 5:30 PM

#### WAAAM Covered Picnic Area

#### **MINUTES**

**PRESENT:** Anne Medenbach, John Benton, John Everitt, Ken Newman, Tor Bieker, Brok Bielen, Ken Musser, Jeff Renard, Chris Robuck, Andrew Young, Margo Damieir

**REGRETS:** James Stuart

**ABSENT:** 

#### **CALL TO ORDER/OPENING REMARKS**

• The meeting was called to order at 4:40.

#### **APPROVAL OF THE MINUTES FROM LAST MONTH**

Last month's meeting minutes were approved with no edits or additions.

#### **ADDITIONS TO THE AGENDA**

No additional items were added to the agenda.

#### APPROVAL OF THE AGENDA

· Agenda was approved with no additions.

#### **ITEMS DISCUSSED**

New AAC Membership

- 2 spots are available on the AAC. Currently there is 1 standing positions on the AAC, TacAero (as the FBO for 4S2). WAAAM's status as a standing member needs approval by the Port Board.
- Chris Robuck brought up concern that there has been no public discussion regarding having WAAAM as a standing AAC member. Chris brought up the following statutes that define and govern the AAC, <a href="https://www.doj.state.or.us/oregon-department-of-justice/public-records/attorney-generals-public-records-and-meetings-manual/">https://www.doj.state.or.us/oregon-department-of-justice/public-records/attorney-generals-public-records-and-meetings-manual/</a>, notably the following excerpts:
  - All meetings of a governing body must be open to the public (page 141). The Oregon form of government requires an informed public aware of the deliberations and decisions of governing bodies and the information upon which such decisions were made (page 135-6).
  - A quorum of a governing body may not meet in private for the purpose of deciding on or deliberating toward a decision on any matter (page 141). A governing body risks violating meetings law through a series of private communications [such as email] (page 145).
  - A governing body must provide for written minutes of its meetings (page 159).

Chris stated that the Port is a public body, the Board of Commissioners is its governing body and the AAC is a public body and, essentially, its own governing body. With this in mind she sees the AAC as a public entity which is required to have public discussion prior to making recommendations to the Port Board.

- Chris Robuck also raised concern about naming a business as a standing member of the AAC. This is specific to WAAAM and not TacAero (4S2 FBO).
- Jeff Renard made the initial motion to recommend WAAAM as a standing member of the AAC. Tor Bieker seconded the motion.
- Concern was raised that if WAAAM is approved by the Port Board as an AAC member, John Benton (seat is up), will represent WAAAM. This would allow an additional spot for new membership.

- Anne brought up the discussion of having non-aviators on the AAC as members. Ken Newman and Dave Koebel thought that having members of the AAC that are non-aviators would be a good thing. Jeff Renard thought that members of the AAC should have aviation experience in order to represent airport operations.
- Round table discussion resulted in the stance that having non-aviation members on the AAC is acceptable.
- Ken Newman put forth a motion to vote for 3 new member recommendations to the AAC. This would be 2
  members and an alternate which would be the 3<sup>rd</sup> member is WAAAM is approved as a standing member.
  The AAC went through the applicants and voted with the following 3 individuals ranking highest in "yes"
  votes:
  - o John Benton
  - o Margo Dameier
  - Adam Young
- This list will go to the Port Board as a recommendation for approval.

#### AAC Purpose Statement (Ken)

- Discussion was given by AAC members to come up with an AAC purpose statement. The group went through 3 drafts that were submitted by Tor Beiker, Ken Newman, and Dave Koebel. Chris brought up a 4<sup>th</sup> version that is on the Port website. Dave's version was a paraphrase of both Tor's and Ken's. Ken made a motion to adopt Dave's statement for the AAC purpose statement. All members agreed and the following statement will become the AAC Purpose Statement:
  - The Airport Advisory Committee gathers information and analyzes options in order to provide input and advice to the Port of Hood River Board of Commissioners on airport and aviation related issues.

#### Construction Report (Anne)

- North apron is done with paving as of 21 August 20. The rest of the paving project will start 22 August 20. This effort should be completed by 09 September 20. (Grass and landscaping will occur when the weather is more conducive to planting).
- Proposal has been made to move fuel tanks from their existing location to North Field. Tor Beiker asked about supplying JET-A. Anne said that they asked legislature for the money pre-covid closures. Most helicopter operators and firefighting assets carry their own support vehicles with fuel. Our current fuel pad was designed for 2 tanks in case a move was made to supply JET-A.
- Commercial hangars will go to the Port Board for updates. Approval may not be made until Fall 2020, if at all
- Box and T-Hangars. There has been a lot of interest in ground leases where individuals would build their own hangars. We would like to work with the FAA to see if the ground paving could be paid for.

#### Fly Friendly (Ken)

• Subcommittee has been meeting by Zoom and in person to discuss noise issues. The subcommittee has sent information to the Port Board for review.

#### TacAero (Jeff)

- Large fire activity has been occurring. Currently 3 fire bosses.
- Not too much money has been generated from fuel sales the last month.
- The FBO is still not fully open to the public and is operating by appointment only. The lounge and restroom are open.

#### WAAAM (John)

• Open but not having large attendance. No social distancing problems. The Fly-In is cancelled.

#### Glider Club (Mark)

• Working on looking into a different prop for the tow plane in an effort to reduce noise. .

#### New Business

- Dave Koebel would like to upgrade the South Ramp by grading and rolling. Currently this would need approval and money. The suggestion was made to increase tie down fees and kicking a percentage to the Port to fund.
- Dave Koebel also wanted to pursue adding 5 tiedowns to the North Ramp.

- Discussion was given to moving AWOS. The current fuel tank location was recommended as an
  appropriate location. Power is already available at the fuel tanks and the weather conditions are
  representative of the airfield.
- Dave Koebel requested that the new lights not be powered up if there is nothing for them to light. These lights also do not have shrouds on them which prevent them from shining upwards.

#### **ACTION ITEMS**

No specific action items given out.

#### **ADJOURNMENT**

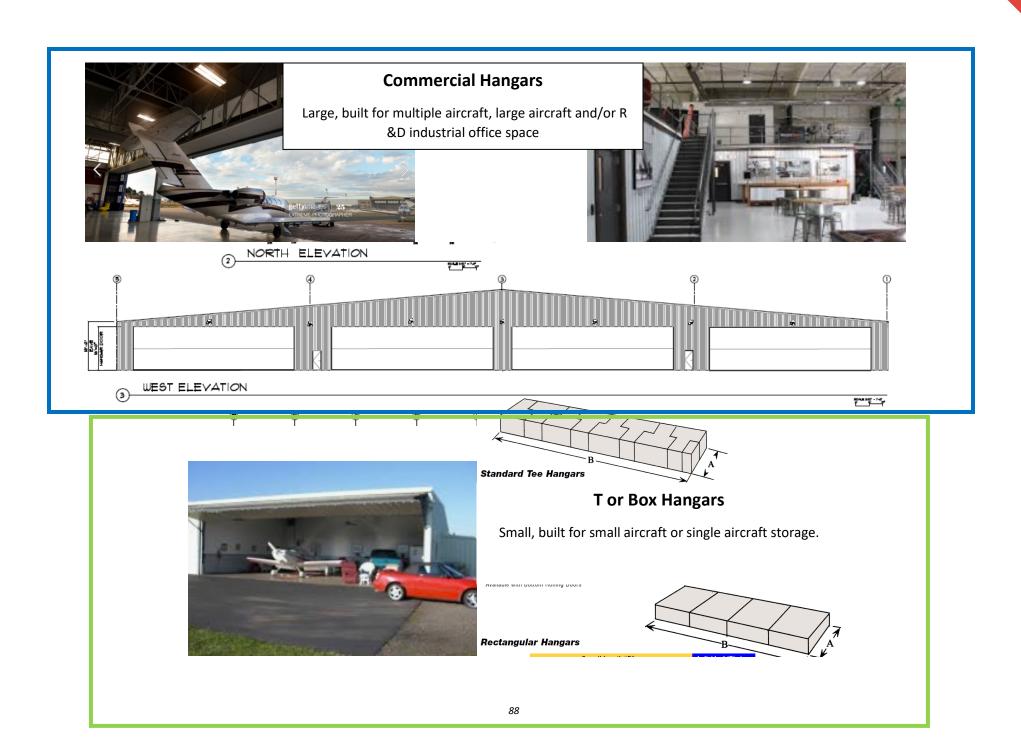
• Meeting was adjourned at 5:17

#### **NEXT MEETING DATE**

• The next meeting is scheduled for 17 September 2020 at 4:00 PM. Location will be in person outside of WAAAM in the covered picnic area. The agenda and meeting link will be provided one week prior to the meeting.

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#### 2018 Airport Layout Plan (ALP). WESTERN ANTIQUE AEROPLANE AND AUTOMOTIVE MUSEUM (WAAAM) AIR MUSEUM RD Box and WAAAM ACCESS EASEMENT (E) -JEANETTE F ACCESS EASEMEN T-Hangars Commercial N. Apron and Hangars 0 0 0 0 115i **COVI** projects 13 AC HOLD LINE (E) -AC HOLD LINE (F) AC HOLD LINE (E) AC HOLD LINE (F) AC HOLD LINE (F) AC HOLD LINE (F) — · · · —OFZ(E/F) AC HOLD LINE (E)-(<del>र र र र</del> कू SEE NOTES 5 & 6



### **Commission Memo**

Prepared by: Genevieve Scholl
Date: September 15, 2020

Re: FORTH Mobility Use Agreement



In August of 2019, the Commission authorized a Letter of Support and Partnership for Forth Mobility's application for grant funding from the U.S. Department of Energy to install electric vehicles and charging stations in Hood River for a community car sharing program. The program would attempt to demonstrate, in part, whether such infrastructure could increase access to electric vehicles and enhance mobility for lower income populations in rural areas. The proposal has the support of the Hood River Energy Council. Additionally, Columbia Area Transit Executive Director Patty Fink was active in encouraging the Port's involvement, as one proposed location for the charging station is located near to the current CAT bus stop at the Barman Property.

Forth was successful in their application and has since worked to implement their program. Concerns about costs beyond the in-kind contribution of potential lost revenue of two paid parking spots, responsibilities vis a vis future ownership and or removal of the charging stations, and liabilities have been addressed. The City of Hood River approved a contract with Forth last month to locate one of the charging stations on City property. Port legal counsel Anna Cavalieri prepared the attached contract for the station proposed on N. 1st Street. A redline version of the agreement showing edits made by legal counsel is available upon request.

**RECOMMENDATION:** Approve Temporary Use Agreement with Forth Mobility for electric car charging station on N. 1<sup>st</sup> street.

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#### **TEMPORARY USE AGREEMENT**

This Temporary Use Agreement (the "Agreement"), effective as of (the "Effective Date"), is by and between Forth, an Oregon nonprofit corporation ("Forth"), and the Port of Hood River ("Port"). Forth and Port will be referred to individually as a "Party" and collectively as the "Parties."

Forth has entered into an Agreement with the United States Department of Energy ("DOE") Office of Energy Efficiency and Renewable Energy ("EERE"), under Award Number DE-EE0008882, to achieve the project objectives and the technical milestones and deliverables stated in Exhibit A, effective October 1, 2019. The success of this project will rely on the commitment of time and resources from community and third-party partners and Forth seeks to secure a cost share commitment from Port in the form of an in-kind cost share of up to two (2) parking spaces with a value of approximately \$7,320.00, based upon annual potential revenue.

WHEREAS, Port is the owner of certain real property described on Exhibit B attached hereto and incorporated herein by reference (the "Property" or "Parking Space(s)").

WHEREAS, Forth has requested (subject to the terms of this Agreement), on a temporary basis to utilize the Property as dedicated parking space(s) for an alternative fuel vehicle car sharing program and correlating electric vehicle ("EV") charging station (the "Permitted Use").

WHEREAS, Port is willing, subject to the terms and conditions hereof, to provide Forth said right to utilize the Property for the Permitted Use only.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which consideration is hereby mutually acknowledged and the other promises, covenants and agreements hereinafter set forth and in furtherance of the understanding of the Parties, it is hereby agreed as follows:

**1. Recitals.** The above recitals are true and correct and incorporated herein by this reference.

#### 2. Use of the Property.

- **2.1** Subject to the terms of this Agreement, commencing on the Commencement date (defined below) and terminating on the Termination Date (defined below), Port provides to Forth only a temporary non-exclusive right to utilize the Property solely for the Permitted Use, including installation of up to two (2) EV charging stations and free parking of authorized, alternative fuel (electric) vehicles. Port has the right to delineate the specific Parking Space(s) that may be so used on the Property as described on Exhibit B hereto.
- **2.2** Forth shall be responsible for the design, permitting and construction/installation of each EV charging station and related infrastructure to be located at each of the two (2) Parking Spaces made available by the Port pursuant to the terms of this Agreement.
- **2.3** Forth shall be responsible for all electricity costs for each EV charging station Forth constructs and installs. Forth shall pay for power directly to the power company.
- **2.4** Except for as otherwise provided herein, Forth shall not construct any improvements in or on the Property nor use the Property for any different purposes other than the Permitted Use without the Port's prior written consent, which consent may be withheld at Port's sole and absolute discretion.

FORTH 

PORT OF HOOD RIVER

TEMPORARY USE AGREEMENT

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- **2.5** This right to utilize the Property for the Permitted Use: (i) shall not attach to the Property, (ii) shall not be construed as a license, easement, lease or any other encumbrance against the Property; (iii) does not confer upon Forth any interest in the Property or real property rights whatsoever; and (iv) is non-exclusive, and Port reserves the right to simultaneously utilize and allow others to utilize the Property. Upon the Termination Date or early termination of this Agreement, Forth shall restore the Property to its status at the Commencement Date.
- **2.6** Within sixty (60) days of the Termination Date (as hereinafter defined), or sixty (60) days after termination as provided herein, whichever occurs first, Forth shall remove all EV charging installations and equipment and restore the two (2) Parking Spaces to their original condition, as verified by the Port, unless Port provides Forth written notice that Port elects to have ownership of the EV charging stations and all associated equipment and infrastructure transferred to Port.
- **3. Term and Termination**. The term of this Agreement (the "Term") shall commence on \_\_\_\_\_\_, 2020 (the "Commencement Date") and shall end three (3) years from the Commencement Date (the "Termination Date"). This Agreement may be terminated early by either Party at any time and for any reason (or no reason) upon thirty (30) days' written notice to the other Party. Forth's post-term obligations described herein shall survive termination. This Agreement may be modified only by written consent of both Parties.

#### 4. Covenants.

- **4.1** Forth shall comply at all times with all present and future laws, regulations, rules and directions of any association, or any governmental authority that has dominion over the Property, and/or the Permitted Use which shall include, without limitation, obtaining any and all necessary governmental permits and/or approvals. Forth shall be responsible for all acts and activities of any use occurring by it or anyone with whom it is working. Forth shall not store, use or dispose of any toxic waste and hazardous substances on the Property. Forth shall not dispose of or allow the leakage of any petroleum products on the Property.
- **4.2** Forth shall compel its agents, contractors, subcontractors, licensees, employees, or anyone else on behalf of Forth to comply with the provisions of this Agreement. The breach of such provision by Forth's agents, contractors, subcontractors, licensees, employees, or anyone else on behalf of Forth, shall be deemed a breach by Forth.
- **5. Liens.** Forth agrees that any construction lien arising from Forth's or its contractors' or subcontractors' use of the Property shall be bonded off or otherwise removed of record within ten (10) days after the date of any such construction lien. This obligation shall survive the Termination Date or early termination of this Agreement.
- **6. Property Condition.** Forth accepts the Property on an "as-is, where-is" basis (with all faults and in its existing condition) in the broadest sense of the term. Forth agrees to maintain the Property in good, clean condition and to not commit or permit to be committed any waste of the Property. Port does not warrant or represent that the Property is safe or suitable for the Permitted Use and Forth expressly assumes all such risks. Forth assumes all risk of loss to any property stored on the Property. Port shall not be responsible for any loss or damage to any property stored on the Property whether caused by the negligence of Port, its agents, employees, licensees, mortgagees or by fire, flood or other cause whatsoever.

#### 7. Indemnification and Insurance.

**7.1** Forth covenants and agrees to defend, protect, indemnify and hold harmless Port, its officers, agents, employees, mortgagees, and lenders from and against all claims, demands, actions, cause of action, suits, damages, judgements, orders, decrees, costs and expenses, including any action or proceedings brought thereon, and all costs, losses, expenses and liability (including reasonable attorney's fees and cost of

suit) for property damage, personal injury, liability or death which shall occur arising out of or occasioned  $L_y$  any activities of Forth, its agents, contractors, sub-contractors, licensees, or employees during the Term.

- **7.2** The indemnity provisions provided in this Section 7 shall survive the Termination Date of this Agreement or early termination. The Parties acknowledge that good, sufficient and independent consideration has been given for the indemnities provide for in this Agreement and Forth acknowledges that but for the indemnities provided to Port in this Agreement, Port would not have entered into this Agreement.
- 7.3 Forth and all its sub-contractors shall maintain at all times during the terms of this Agreement and while Forth and/or its subcontractors are utilizing or performing work on the Property pursuant to the terms of this Agreement, comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit, bodily injury, death and property damage per occurrence. Forth's insurance policies shall name Port as an additional insured with coverage being primary. A certificate of insurance acceptable to Port verifying such coverage shall be delivered to Port prior to any entry upon the Property by Forth or its agents, employees, consultants or subcontractors. Forth shall notify Port within seven (7) calendar days of the cancellation or suspension of any of these insurance policies or coverages.
- **8.** Governing Law / Venue / Amendments. This Agreement shall be construed in accordance with Oregon law, exclusive of choice of law rules, and shall not be amended or modified unless in writing, executed by the Parties. Venue for any action arising hereunder shall lie exclusively in Hood River County, Oregon. The Term of this Agreement may be extended on behalf of Port, by the Port's Executive Director up to an additional three (3) years by mutual written agreement of the Parties. Additional extensions require approval of the Port's Board of Commissioners. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be an original, but each counterpart together shall constitute one and the same instrument. Electronic signatures may be relied upon and shall constitute one and the same as original signatures.
- **9. Severability.** Each Party hereby agrees that each provision in this Agreement will be treated as a separate and independent clause, and the unenforceability of any one clause will in no way impair the enforceability of any of the other clauses in this Agreement. Moreover, if any provision of this Agreement is for any reason be held to be void or unenforceable as written, the Parties intend that: (a) such provision of the Agreement be enforced to the extent permitted by law, and (b) the balance of the Agreement remain in full force and effect.
- 10. Remedies. In the event of default by Forth in its respective obligations, Port shall have (in addition to any other remedies which may be contained herein) all remedies available to it at law or in equity, including, without limitation, the right to specific performance and damages. Port shall provide Forth with written notice of any default and provide Forth with ten (20) days to cure any such default before exercising Port's remedies. If a default cannot reasonably be cured in the ten (10) day period, Forth must make a good faith effort to commence curing the breach during the ten (10) day period and complete curing the breach within thirty (30) days following written notice. Port may enforce the provisions of this Agreement, and in the event of any legal proceedings or litigation resulting therefrom, then Port shall be entitled to recover all costs and reasonable attorney's fees incurred in the action or preceding (including those incurred at trial and appellate levels), in addition to any other relief to which it or they may be entitled. In the event of a default by Port hereto in its respective obligations hereunder, Forth's sole and exclusive remedy shall be to seek specific performance.
- **11. Authority.** The persons signing below on behalf of Port and Fort have full power and authority to bind Port and Forth to the terms hereof.

- **12. Relationship of the Parties.** Neither Party is by this Agreement constituted or appointed the legure representative or agent of the other Party, and neither Party has the right or authority to make, directly or indirectly, on behalf of the other Party, any representation, warranty, guarantee, or commitment, or to assume, execute or incur any liability or any obligation of any kind, whether express or implied.
- **13. Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder will be in writing and addressed to the Parties as follows (or as otherwise specified by a Party in a notice given in accordance with this Section):

Notice to Port: Michael McElwee, Executive Director

1000 East Port Marina Drive Hood River, Oregon 97031

E-mail: mmcelwee@portofhoodriver.com

Notice to Forth: Kelly Yearick

2035 NW Front Ave., Suite 101

Portland, OR 97209

E-mail: kellyy@forthmobility.org

Except as otherwise provided in this Agreement, every notice, demand, request, or other communication will be deemed to have been given or served on actual receipt, or, if mailed, three days after such communication is mailed. Notwithstanding the foregoing, any notice mailed to the last designated address of any person or Party to which a notice may be or is required will not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or Party to which the notice is directed or the failure or refusal of such person or Party to accept delivery of the notice.

- **14. No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the Parties, any right, remedy, or claim under or with respect to this Agreement.
- **15. Assignment.** Neither Party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent.
- **16. Entire Agreement; Amendments.** This Agreement, including all Exhibits, contains the entire agreement of the Parties with respect to the matters covered, and no other previous agreement, statement, or promise made by either Party to this Agreement that is not contained in the terms of this Agreement will be binding or valid. This Agreement, including any Exhibits, may be amended only in writing by both Parties to the Agreement.
- **17. Waiver.** No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and singed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any

right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy power or privilege.

#### **ACCEPTED AND AGREED TO:**

Forth:	Port:
Forth 2035 NW Front Ave, Suite 101 Portland, OR 97209	Port of Hood River 1000 E. Port Marina Drive Hood River, OR 97031
Ву:	By:
Name:	Name:
Title:	Title:

#### **Exhibit A**

#### **Statement of Project Objectives**

#### The Clean Rural Shared Electric Mobility Project (CRuSE)

#### A. OBJECTIVES

The objective of Forth's project is to develop, demonstrate, and refine affordable, accessible, sustainable, and replicable mobility service enabled alternative fuel vehicle car sharing applications in rural Hood River, Oregon supported by dataset collection, analysis, sharing, and public dissemination of results.

#### **B. SCOPE OF WORK**

The project will be conducted in 3 budget periods:

**Budget Period 1: Project Initiation and Launch:** Consists of set up and management activities, pre-work needed to get plug-in electric vehicle (PEV) car sharing service operational at 5 sites, outreach and education, a grand opening for the PEV car sharing service, and follow-on activities, including refinements. Data collection and analysis as well as work on surveys will commence.

**Budget Period 2: Project Refinement:** Consists of project refinement, consumer engagement, education and outreach, marketing, development of a tiered pricing structure, continued data gathering and analysis, and the initial assessments of financial viability. Outreach to other Clean Cities Coalitions and conferences will begin, the on-line toolkit will be created, an interim report will be produced, and efforts will be focused on increasing usage among each market segment.

**Budget Period 3: Project Wrap-up and Results Dissemination:** Consists of project refinement, consumer engagement, education and outreach, marketing, development of app, continued data gathering and analysis, and a more refined approach re assessments of financial viability. Outreach to other Clean Cities Coalitions and conferences will continue, the on-line toolkit will continue to be updated, and efforts will be focused on refining the model of financial viability and producing a final case study. Technical assistance will be provided to other Clean Cities Coalitions interested in pursuing rural PEV car sharing.

#### C. TASKS TO BE PERFORMED

The following tasks will be conducted:

#### **All Budget Periods**

#### **Overall Project Management and Planning**

The Recipient will perform project management activities to include project planning and control, subcontractor control, financial management, data management, management of supplies and/or equipment, risk management, and reporting as required to successfully achieve the overall objectives of the project.

#### Task 0.0 – Project Management and Planning:

The Recipient shall develop and maintain the Project Management Plan (PMP). The content and organization of the PMP is identified in the Federal Assistance Reporting Checklist and Instructions. The initial PMP shall be provided within forty-five (45) days after award. The PMP will be updated and submitted as part of the continuation application prior to the initiation of each budget period. The Recipient shall manage and implement the project in accordance with the PMP.

#### **Task 0.1 – Kick-Off Meeting:**

The Recipient will participate in a project kickoff meeting with the DOE within 30 days of project initiation.

#### **Budget Period 1: Project Initiation and Launch**

#### Task 1.1: Project Initiation

**Task Summary:** Establishment of project structure and governance, project scope and project partner commitments.

#### **Task 1.2: Plan Operations**

**Task Summary:** Finalizing staffing, contracts, and training plans, as well as other operating policies and procedures.

#### Task 1.3: Survey Requirements Identification and Design

**Task Summary:** Design electric vehicle (EV) user survey questions, conduct transportation needs assessment, and collect input from community partners.

#### Task 1.4: Establish Site Locations

**Task Summary:** Based on results of Task 1.3 surveys, identify and secure access to the parking spaces from the site owner.

#### Task 1.5: Secure Vehicles

Task Summary: Finalize contract agreements and take possession of vehicles for use in the project.

#### **Task 1.6: Install Charging Stations**

**Task Summary:** Install charging stations at selected sites.

#### Task 1.7: Site Preparation

**Task Summary:** Site staff and program administrators will be trained on operating procedures for the platform and general EV use.

#### Task 1.8: Plan Outreach and Promotion

**Task Summary:** Finalize plans for project promotion as well as the project kick-off event to launch the pilot.

#### Task 1.9: EV Car Share Data Analysis

**Subtask Summary:** Develop data analysis scripts for the EV car share data and charging station data for assessments of energy efficiency of EV car sharing, mobility gains, economics, sustainability, and environmental impacts.

#### Task 1.10: Implementation of Alternate Payment Methods on Platform

**Task Summary:** Update of the software platform will commence to allow for multiple forms of payment for ride reservations.

#### Task 1.11: Present on Project Findings to Date at Conferences and Workshops Across the Country

**Task Summary:** Present project findings and successes at conferences and workshops to inform similar projects in other rural areas.

#### Task 1.12: Host Regional Workshop for Project Partners and Clean Cities Coalition Members

**Task Summary:** Host Clean Cities Coalition members to discuss the project and communicate best practices for application in other areas.

#### Task 1.13: Project Refinement

**Task Summary:** Review data that has been collected and analyzed so far to determine strategies for improving the project, in striving to achieve financial sustainability of the rural car sharing model.

Milestone	Туре	Description
Transportation Needs Assessment Completed	Technical	Transportation Needs Assessment Completed
Sites Secured	Technical	Establish and secure site locations
Vehicles Secured	Technical	Take possession of vehicles for use in the project.
Charging Stations Installed	Technical	Install charging stations
Assets procured	Go/No Go	5 vehicles, 5 parking spaces, 5 charging stations secured and installed

Continuation: In accordance with the award terms and conditions, specifically the provision named "CONTINUATION APPLICATION AND FUNDING," and the Go/No Go technical criteria outlined above, the Recipient is NOT authorized to proceed beyond Budget Period 1 without the Department of Energy (DOE) Contracting Officer's written approval of acceptable technical progress associated with the Go/No Go technical criteria outlined above and the submission of a continuation application submitted no later than ninety (90) days prior to the end of the current Budget Period. If selected to continue into a subsequent Budget Period, the Recipient will continue to perform the overall tasks listed in this Statement of Project Objectives, or, adjusted tasks as deemed necessary and negotiated during the negotiation of subsequent continuation application(s). If the Recipient unilaterally decides to continue into the subsequent Budget Period prior to the DOE Contracting Officer's written approval, all costs are incurred at the Recipient's risk and no DOE funds may be utilized for such costs prior to the DOE Contracting Officer's written approval of the technical Go/No Go criteria and continuation application.

#### **Budget Period 2: Project Refinement**

## Task 2.1: Present on Project Findings to Date at Conferences and Workshops Across the Country (Continued)

**Task Summary:** Present project findings and successes at conferences and workshops to inform similar projects in other rural areas.

## Task 2.2: Host Regional Workshop for Project Partners and Clean Cities Coalition Members (Continued)

**Task Summary:** Host key project partners and Clean Cities Coalition members to discuss the project and communicate best practices for application in other areas.

#### Task 2.3: Project Refinement (continued)

**Task Summary:** Review data that has been collected and analyzed so far to determine strategies for improving the project, in striving to achieve financial sustainability of the rural car sharing model.

#### **Task 2.4: Introduce Tiered Pricing Structure**

**Task Summary:** Develop an app functionality to allow for multiple pricing options.

#### Task 2.5: Identify Clean Cities Coalitions for Technical Assistance

**Task Summary:** Disseminate the results of the project to other Clean Cities Coalitions to encourage and inform replication of similar projects.

Milestone	Туре	Description
On-Line Tool development initiated	Technical	On-Line Tool development initiated
Tiered Pricing Structure introduced	Technical	Tiered Pricing Structure introduced
Technical Assistance Initiated	Technical	At least three Clean Cities Coalitions to provide technical assistance are identified
Data review and analysis	Go/No Go	Review data that has been collected and analyzed so far to determine strategies to improve the project moving forward, to be documented and submitted

Continuation: In accordance with the award terms and conditions, specifically the provision named "CONTINUATION APPLICATION AND FUNDING," and the Go/No Go technical criteria outlined above, the Recipient is NOT authorized to proceed beyond Budget Period 2 without the DOE Contracting Officer's written approval of acceptable technical progress associated with the Go/No Go technical criteria outlined above and the submission of a continuation application submitted no later than ninety (90) days prior to the end of the current Budget Period. If selected to continue into a subsequent Budget Period, the Recipient will continue to perform the overall tasks listed in this Statement of Project Objectives, or, adjusted tasks as deemed necessary and negotiated during the negotiation of subsequent continuation application(s). If the Recipient unilaterally decides to continue into the subsequent Budget Period prior to the DOE Contracting Officer's written approval, all costs are incurred at the Recipient's risk and no DOE funds may be utilized for such costs prior to the DOE Contracting Officer's written approval of the technical Go/No Go criteria and continuation application.

#### **Budget Period 3: Project Wrap-up and Results Dissemination**

## Task 3.1: Present on Project Findings to Date at Conferences and Workshops Across the Country (Continued)

**Task Summary:** Present project findings and successes at conferences and workshops to inform similar projects in other rural areas.

## Task 3.2: Host Regional Workshop for Project Partners and Clean Cities Coalition Members (Continued)

**Task Summary:** Host key project partners and Clean Cities Coalition members to discuss the project and communicate best practices for application in other areas.

#### Task 3.3: Project Refinement (continued)

**Task Summary:** Review data that has been collected and analyzed so far to determine strategies for improving the project, in striving to achieve financial sustainability of the rural car sharing model.

#### Task 3.4: Introduce a Spanish Language Version of Application

**Task Summary:** Develop a Spanish language version of its software application to make it easier for non-English speakers to access the car share service.

#### Task 3.5: Provide Technical Assistance to Three Other Clean Cities Coalitions

**Task Summary:** Provide technical assistance to rural communities and Clean Cities Coalitions seeking to replicate this project in other contexts.

#### Task 3.6: Wrap Up Pilot Project and Data Collection

Task Summary: Bring the pilot project to a close.

#### **Task 3.7: Produce Final Case Study**

**Task Summary:** Develop a final report.

Milestone	Туре	Description
Spanish Application Deployed	Technical	Spanish language version of Application introduced
Regional Workshops Completed	Technical	At least 3 Regional workshops for project partners and Clean Cities Coalition members hosted
Replicability and Best Practices Communication  Technical		Present on project findings to date at least 5 conferences and workshops across the country
Technical Assistance Completed	Technical	Provide hands-on technical assistance to at least three other Clean Cities Coalitions to implement similar car sharing projects

#### Exhibit B

#### Port agrees to the following conditions under this Agreement:

Port will commit an in-kind cost share of approximately \$7,320 within the timeframe outlined in this Agreement. This in-kind contribution is comprised of the following:

- Provision of up to two (2) parking spaces to be dedicated throughout the project and outfitted
  with an electric vehicle charging station (costs to be covered by Forth). At the execution of this
  contract, one (1) parking space will be reserved to be utilized by the project, with the second
  parking space being reserved as an option should it be needed for unforeseen reasons. These
  parking space options under consideration are as follows:
  - o Port's property near North 1st Street and the Gorge Paddling Center
  - A second parking space may be designated at the Port of Hood River Offices (1000 E. Port Marina Drive, Hood River, OR 97031). At present, this parking space is considered a backup option to the first option.
- Staff time to coordinate project activities
- Letter supporting evidence of cost share contribution for reporting each year

#### Forth agrees to the following conditions under this Agreement:

Forth, as the primary recipient of the U.S. Department of Energy award, will oversee and implement all major project components including but not limited to:

- Reporting and documentation about project to USDOE as required
- Convening project partners throughout to provide project updates, solicit feedback and suggestions, and communicate next steps and project needs from partners
- Oversee implementation of project components (such as charging station installation and car share services) to be conducted by third party contractors to ensure alignment with community partner needs and expectations, troubleshooting and intervening as needed.
- Coordinate with local partners to market and promote the project throughout the community and adjust strategies as needed
- Forth will be responsible for costs associated with the installation and maintenance of the charging station for the duration of the project, including the cost of electricity required to power the charging station.
- Upon the conclusion of the project, Forth will work with Port to transfer ownership of the
  charging stations to Port if it is desired by Port to maintain the infrastructure on its property. At
  this time, Port may request that the charging infrastructure be removed at the Forth's expense
  and the property be restored to the condition as it was prior to removal, wear and tear not
  associated with removal excepted.
- Other responsibilities as needed

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#### **Commission Memo**

Prepared by: Anne Medenbach
Date: September 10, 2020

Re: Tapani Inc. Change Order No. 5



At the direction of the Commission, the Connect 6 project at the airport was bid with alternates that would allow either none or just part of the fuel farm to be installed. The base bid amount of \$1,886,965.50 was approved and did not include any part of the fuel farm. Initially, the Port was working to secure funding from the Oregon legislature to assist in providing the purchase/refurbishment of the AV gas tank and potentially a new jet fuel tank in order to support emergency response services. When the 2020 legislative session ended early, that funding did not come to fruition.

Now that the project is near completion, it is clearly under budget. The engineers and the contractor are finalizing the numbers, but the estimated amount left in both contingency and budget is \$158,703. Tapani has provided a quote to install the concrete fuel pad for \$134,000. Additional footings are needed with an estimated price of \$10,000. A final hard bid for the project will be included in the final change order that will be presented to the Commission on September 15<sup>th</sup>. The Ports initial match for this project was \$416,413. This fuel farm work will be included as part of that match.

The fuel farm area is currently graveled. Staff's recommendation is to approve the fuel pad concrete pour so that it is ready to receive the fuel tanks and so that the project is closer to completion. The fuel tank cost including the fueling system is estimated under \$200,000.

	Item breakdown	Unit	Total Amount
	Contract amount		\$ 1,886,965.50
	contingency	5%	\$ 94,348.28
	Total project Budget		\$1,981,313.78
	Contingency left		\$ 71,703.14
	Under budget amount		\$ 87,000.00
	Total budget remaining		\$ 158,703.14
	Change Order		
4/15/2020	Co 1- additional work for fire hydrant and water line		\$3,728.60
6/11/2020	Co-2 Fire hydrant line demo and ice fountain		\$1,352.36
6/24/2020	Co-3- unidentified storm drain piping		\$4,705.00
7/28/2020	CO-4- Re-excavate and install additional conduits to revised E1.0	drawing	\$12,859.18
Proposed	CO-5- Fuel pad installation	est.	\$144,000.00
	Total Contract Amount		\$1,966,610.64

Staff will provide a final Change Order at the Commission meeting. Time is of the essence as the concrete crew needs an executed change order to schedule and we are nearing the end of concrete season.

RECOMMENDATION:	Approve	Change	Order	No.	5	with	Tapani,	inc	for	the	Aviation
Technology and Emerg	gency Resp	onse Ce	nter pr	oject	at	Ken J	ernstedt	Airfi	eld ı	not to	o exceed
\$		*									

<sup>\*</sup>The attached draft Change Order is for reference only. Final total contract amount will be presented during the meeting.

Date: Septe	ember 16, 2020_		RT OF HOOD RIVER  DRAFT  GE ORDER	Change Order Number	5
	dered by Engineer und the Contract ange proposed by Con	der terms of	Contract No.  CRP No.:  Project Title	ATERCC	
ТО: <u>Та</u> р Үоі	u are hereby required t		and Address) ring changes from the con	ntract plans and spec	ifications:
	DESCR	IPTION OF CHANGES		Decrease in	Increase in
Description Install	60'x72' fuel pad 45' x 72' fuel pad Minus the curb Plus footings	l extend conduits to cente		Contract Price	\$69,000.00 \$65,000.00 TBD TBD TBD
	Original Contract	Current Contract	TOTALS  Est. Net Chang		\$134,000.00 otal After
	Amount	Amount	This Order	This 0	Change
	\$1,886,686.91	\$1,909,332.05	\$134,000.00	\$2,043	3,332.05
The time for of the control of the	,	ased $\square$ ) (no	ot changed □ ) by	10wor	rking days.
	(Surety,	when required)		Date	
✓ APP	PROVAL RECOMMENDED	APPROVED	APPROVED		
Proje	ect Manager		Executive Dire	ector	
Date	;		Date		

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## **Commission Memo**

Prepared by: Genevieve Scholl
Date: September 15, 2020

Re: FY 20-21 Committee Assignments



The attached table illustrates all Commissioner and staff committee assignments recommended for FY 20-21.

Notable changes to the committee assignment matrix include:

- The addition of one new standing seat on the Airport Advisory Committee, to be filled by a representative from WAAAM,
- Formal establishment of Hood River County Energy Council committee membership, and
- Establishment of a new internal Bridge Tolling Committee.

**RECOMMENDATION:** Approve Commissioner and staff committee assignments for FY 20-21.

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#### **Committee Membership and Term**

#### **DRAFT 2020-2021**

As indicated in Governance Policy

Committee	Staff	Commissioners	Public	Appointed Term
Airport Advisory Committee	Medenbach, Kowell	Streich Everitt	Ken Newman, Dave Koebel, John Benton, Tor Bieker, Brook Bielen, Bud Musser, James Stuart, one representative from WAAAM and one from the FBO.	3 years
Budget Committee	McElwee, Kowell	ALL	Laurie Borton, Judy Newman, John Benton, Larry Brown, Svea Truax	3 years staggered
Waterfront Recreation Advisory	Stafford	Sheppard	TJ Gulizia, Laird Davis, Sam Bauer, Mark Hickock, Mike Stroud (CGWWA)	3 years
Marina Committee	Stafford	Sheppard	Josh Sceva, Steve Carlson, Steve Tessmer, Ted Lohr, Shawn Summersett, Lisa Bloomster	3 years
Finance* (Internal)	Kowell, McElwee	Everitt (President), Chapman (Treasurer)	N/A	1 year
Personnel* (Internal)	McElwee	Everitt (President), Sheppard (Vice President)	N/A	1 year

<sup>\*</sup> Commission members determined by Governance Policy according to officer elections held annually at the first meeting in July.

#### **Organizational Appointments**

Organization	Staff	Commissioners	Other Members	Term
Bridge Tolling Committee (Internal)	Kowell	Streich Chapman		2 years
Bi-State Bridge Replacement Working Group	Greenwood McElwee	Everitt Chapman	Betty Barnes, Marla Keethler, David Sauter, Rich McBride, Kate McBride	TBD
Hood River Urban Renewal Agency	McElwee	Streich Meriwether	Kate McBride, Paul Blackburn, Tim Counihan, Erick Haynie, Jessica Metta, Megan Saunders, Mark Zanmiller	4 years, staggered
Hood River County Energy Council	Medenbach	Meriwether Chapman	Butch Miller, Kate McBride, Les Perkins, Alexia Kelly, Annick Chalier, Cathy Higgins, Eric Strid, Julia Garcia-Ramirez	2 years
Hood River County Economic Development Group	McElwee, Scholl		Gordon Zimmerman, Olga Kaganova, Rachel Fuller, Jeff Hecksel, MCEDD staff	
Multi- jurisdictional Parks Master Plan Sub- Committee	McElwee	Streich Meriwether	Mark Zanmiller, Erick Haynie, Megan Saunders, Chrissy Reitz, Corinda Hankins-Elliot, Rich McBride, Les Perkins,	

OneGorge	Scholl	All	Rachael Fuller, Jeff Hecksel, Eric Walker, Dustin Nilsen, Sara Hahnhuston, Marcie Wily Informally	N/A
Advocacy Group	3611611	,	organized group	14/71
Hood River County Chamber of Commerce and Visit Hood River	Scholl (Ex-officio Port representative)		Grant Polson, Corina Farrar, Steve Seymour, Katie Kadlub Riss, David Murrell, Jeremy Duncan, Dillon Borton, Michael Barthmus, Craig Bowder, Sean Cruger, Don Loop, Chuck Hinman, Francisco Ojeda, Ali McLoughlin, Jan Meyer, Christine Barthmus	N/A
Pacific Northwest Waterways Assn. (PNWA)	McElwee (Executive Committee), Greenwood	All	Large roster of members from throughout the PNW.	N/A
Oregon Economic Development Association (OEDA)	Medenbach		Large roster of EcDev agencies throughout the state	N/A
Oregon Public Ports Association (OPPA)	Greenwood, McElwee		Large roster of Ports throughout Oregon	N/A
Oregon Airport Managers Association	Medenbach		Large roster of GA airports throughout Oregon	N/A

Columbia Gorge Technology Alliance	McElwee, Scholl		Large roster of technology companies, service providers, and community partners	N/A
Hood River Rotary Club International	McElwee	Meriwether, Sheppard	Large roster of community business leaders	N/A

## **Commission Memo**

Prepared by: Michael McElwee
Date: September 15, 2020

Re: Executive Director 20/21 Workplan



Attached is the Executive Director's Final FY 20/21 Workplan. This Workplan was reviewed at the Commission meeting on September 1. I have incorporated comments received from two Commissioners and it is ready for final review and approval

**RECOMMENDATION:** Approve Executive Director's FY 20/21 Workplan.

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## EXECUTIVE DIRECTOR FY 20/21 WORK PLAN

Final: 9/15/20

Action: Expected Completion Completion

#### I. AGENCY-WIDE MANAGEMENT

Goal: Ensure that financial resources continue to be deployed effectively, with a high degree of foresight and in anticipation of future Port needs.

Complete update to the Strategic Business Plan including a 04/15/21 "Fiscal Sustainability Financial Model" anticipating the projected financial and operational performance of the Port assuming bridge replacement.

 Select and install appropriate software programs to efficiently manage Port properties and projects.
 Comment: COVID-delayed from 2020.

Comment: COVID-delayed from 2020.

06/30/21

3. Evaluate Port project and administration flows and potential changes organizational structure for Commission consideration and discussion.

04/01/20

#### II. REAL ESTATE DEVELOPMENT & PLANNING

Goal: Create significant, positive momentum toward development of the Port's Real Estate portfolio consistent with community objectives and Commission direction.

Complete due diligence of Exit #62 property and prepare purchase recommendation for Commission action.
 Comment: High priority.

2. Prepare RFI or RFQ to identify development 11/15/20 interest in Barman Property and seek Commission approval for issuance.

3. Obtain Commission approval of near-term real estate acquisition and/or development priorities.Comment: High priority.

Prepare DDA Amendment #9 regarding Expo Phase II 10/30/20 for Commission consideration.
 Comment: COVID-delayed from 2020.

5. Determine Port financial participation in Phase #1 of 3/15/20 the plan to relocate the waterfront storm line.

Comment: Will be based on City proposed funding approach.

\$1.8 m Lottery funding no longer a ₩ālable.

- 6. Confluence Business Park (Lot #1)
  - A. Prepare new subdivision application for phased 05/1/21 property development and infrastructure investment.

#### 7. Lower Mill Site

- A. Prepare A/E plans and specifications for new industrial building and seek pre-construction tenant interest.
- B. Prepare final DDA with Wy'east Laboratories for Commission approval or determine project will not proceed.
- **8.** Obtain a No Further Action (NFA) determination from the Oregon DEQ for the Jensen Building Property. 01/30/21

#### III. WATERFRONT RECREATION

Goal: Maintain and enhance the waterfront as a prime recreation area to support economic development objectives and Strategic Plan goals.

1.	Prepare plans and COE/DSL permit application for long-term upgrades to the Transient Boat Dock.	04/15/21
2.	Prepare plans and COE/DSL permit application for renovation of the Marina Beach West Groin.	03/15/21
3.	Install a new Marina Management Program and insure integration with larger P.M. software upgrade. Comment: COVID-delayed.	11/15/20
4.	Develop and install an integrated signage plan for the Waterfront trail system. <u>Comment</u> : COVID-delayed.	05/01/21
5.	Prepare draft update to Ordinance 24 addressing	05/15/21

#### IV. BRIDGE/AIRPORT

enforcement issues including trespass.

Goal: Complete significant transportation improvements to enhance site development and economic development objectives.

Complete inspections and NDT of counterweight trunnions, 05/01/21 wire ropes and lift span M/E systems.

**Comment:** Reflects an ongoing issue during summer months.

2. Update alternative Long-term Capital Maintenance Plans: 01/30/21

- One identifying the minimal actions needed if bridge replacement construction commences by 2026.
- One identifying the significant capital projects necessary if bridge replacement is deferred.
- 3. Obtain specific recommendations from a qualified
  Engineer that identifies and describes any actions
  required to address bridge pier degradation, particularly
  piers #8 and #10.

10/01/20 09/01/20

#### 4. Bridge Replacement

- A. Develop a strategy to obtain approval 11/01/20 in the Oregon & Washington legislatures for a formal bi-state authority to manage a future replacement Bridge.
- B. Prepare a Memorandum of Understanding 05/01/21 that describes the makeup and responsibilities of the Bi-State Working Group guiding bridge replacement efforts and obtain formal approval from six local jurisdictions.
- C. Reach 95% completion of the FEIS/NEPA scope 6/30/21 being carried out by WSP Engineering.
- 5. Breezeby Marketing Plan-- Prepare SaaS product 04/01/21 development and marketing plan for the Port-owned Breezeby electronic tolling system.
- 6. Update the financial model for the Airport 02/15/21
- 7. Identify and implement reasonable actions to respond to airport noise complaints utilizing the Noise Working Group and recommend actions for Commission consideration.
- 8. Prepare and publish an RFP seeking competitive proposals for Fixed Base Operator services and prepare a new contract for Commission consideration.

#### V. ECONOMIC DEVELOPMENT

Goal: Ensure that the Port's role in regional economic development activities is clearly defined. Confirm that the objectives are identified and adequate resources are in place to be successful.

1. Develop and implement an interview-based survey of 50 local businesses to understand COVID impacts and identify future business retention or expansion needs.

03/15/21

Thru-year

#### VI. COMMUNICATIONS & COMMUNITY RELATIONS

Goal: Increase the understanding and awareness of the Port's activities; identify opportunities for successful partnerships with key public agencies and private business; and participate in the life of the Hood River area community.

1. Present the Communications Plan for Commission discussion and direction.

03/01/21

#### VII. GOVERNANCE & BOARD COMMUNICATIONS

Goal: Evaluate the Board's governance and communications policies and provide recommendations for improvements.

1. Update the board & staff training policy.

04/01/21

<u>Comment</u>: COVID-delayed.

2. Improve regular communication with Commissioners by engaging in 1:1 lunch meetings with Commissioners at least once per quarter.

Ongoing

#### VII. PERSONNEL MANAGEMENT

Goal: Ensure that appropriate personnel policies are in place.

1. Revise/streamline staff performance evaluation forms 05/15/21

 Evaluate prior-completed Executive Director 360 review with Paul Hutter of HR Answers and present key findings to Personnel Committee. 11/15/20

3. Prepare and implement a Staff Performance & Integration Plan including 360 performance reviews and 1:1 evaluation for all management staff and facilitated work session focusing on integrative processes and communication.

02/15/21

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

03/01/21

#### VII. NEW OR UNPLANNED INITATIVES

Based on new Commission direction or identified need during review period.