

PORT OF HOOD RIVER COMMISSION

SPECIAL WORK SESSION & REGULAR SESSION AGENDA

Tuesday, November 15, 2022 Best Western Hood River Inn, Mountainview Room

1108 E. Marina Drive, Hood River

WORK SESSION

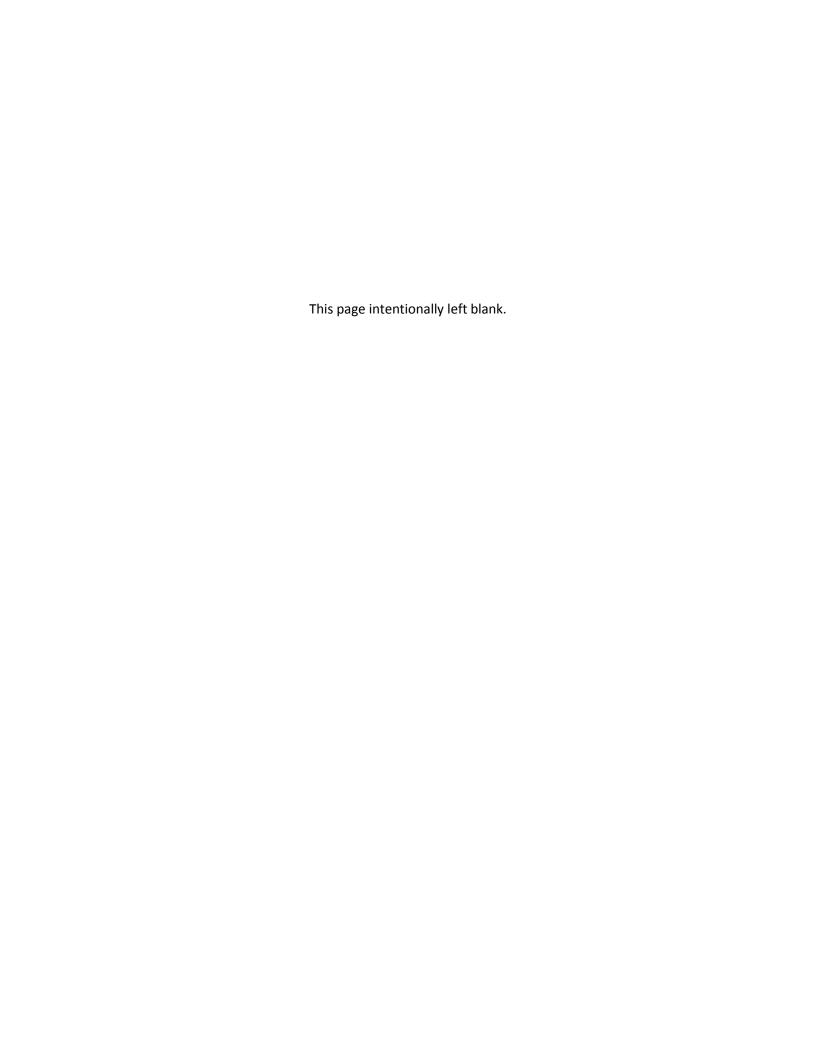
- 1. Call to Order 11:00 a.m.
- 2. Introduction, Purpose and Format of the Brainstorming Session President Ben Sheppard
- 3. Future of the Port, General Discussion 15 minutes
- 4. Waterfront Development 30 minutes
- 5. Airport Development 30 minutes
- 6. Lower Mill 30 minutes
- 7. Other topics As time allows
- 8. Confirmation of Commission Directives Kevin Greenwood

REGULAR SESSION

- 1. Call to Order Immediately upon the adjournment of the work session.
- 2. Consent Agenda
 - a. Approve Minutes from the November 1, 2022 Regular Session (Patty Rosas, Page 9)
 - b. Approve Amendment No. 5 with Fred Kowell for Financial Consulting Services for an amount not to exceed \$10,000 (Kevin Greenwood, Page 13)
 - c. Approve Accounts Payable to Jaques Sharp in the Amount of \$24,550 (Jana Scoggins, Page 19)
 - d. Approve Contract with Campbell Phillips PC for General Counsel Services (Kevin Greenwood, Page 23)
 - e. Approve Purchase of Kubota BX2380RV Tractor (John Mann, Page 27)
 - f. Approve Task Order No. 13 with HDR Engineering for Pier Analysis (John Mann, Page 31)
- 3. 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: Kevin Greenwood
Date: November 15, 2022
Re: Brainstorming Session



During the Commission's October meeting, there was consensus to schedule a brainstorming work session. The session would allow the Commission the opportunity to discuss a vision for the Port as it prepares for a future without tolls and focus on projects that should be incorporated into the Fiscal Year 2023-24 budget process.

The Commission is encouraged to focus on projects and desires for the future; and not be focused too heavily on feasibility. By the end of the session, staff is hoping to receive a list of projects that can then be scored in the following week. Staff would present a report at the December Commission meeting showing how each project was scored. Once there is consensus on a list of prioritized project staff can develop some planning cost estimates for the budget prep.

Finally, staff was encouraged to provide some initial thoughts for projects and programs and those are provided below.

LAND DEVELOPMENT & PROPERTY MANAGEMENT - GREG HAGBERY

1. Lot 1

- a. 9 Acres
- b. Zoning: Light Industrial
- c. No leasable space built to date
- d. Anchor Way / 1ST Street project
 - i. Solve vehicular circulation issues
 - ii. Install utilities in support of future development
 - iii. Create additional buildable space for future "commercial" development
 - iv. Enhance public outdoor and pedestrian space along Nichols Basin
- e. Background information: Walker | Macy Plan

Lot 1 is the crown jewel of undeveloped land at the Hood River Waterfront. It has the most potential value of and parcel in the Port's Real Estate portfolio. Several proposals have been presented to the Port ranging from Light Industrial development to Commercial development. As tourism has become a large economic driver for the City of Hood River, the development of Lot 1 should be carefully considered.

2. Maritime Building

a. 4 Acres

- b. Zoning: Light Industrial
- c. 38,474 SF of leasable space
- d. Prime waterfront location

While one of the best performing Real Estate assets in the Port Real Estate portfolio, the structure is nearing the end of its usable shelf life. Several proposals have been made for redevelopment of the site. Proximity to the Waterfront Park may add to public scrutiny for redevelopment of physical asset vs public space.

3. Lower Mill

- a. 11.34 Acres
- b. Zoning: Light Industrial
- c. No leasable space built to date. 3 short-term ground leases
- d. Wetland project on Lot 902 completed. Site grading remains to be completed.

Original intention of the development of this brownfield site was of a Light Industrial complex with high job density. The Port's aim was to sell three of the four parcels and retain one for Port financed development. Projected profits from sale of three parcels would not fully finance construction and development on Port retained parcel. Several inquiries into the possible purchase of parcels have been received. Inventory of undeveloped Light Industrial property in Hood River County (Port of Hood River's district) is minimal.

4. Airport

- a. Approximately 115 acres (developable land much less)
- b. Zoning: Airport Development
- c. 10,084 SF leasable hangar space + 36 T-hangars
- d. North Apron expansion project recently completed

Previous operations at the Ken Jenstedt Airfield created community contention due to noise issues. This led to an overall reluctance to expand airport functions by previous Port Commissions and staff. The airfield has received substantial effort and funding by the Port and FAA to increase safety and preparation for future development. There are two shovel ready sites on the North Apron ready for commercial hangar construction. There is an FAA scheduled grant request for funding to develop the northeastern corner of the airfield for additional T-Hangar construction. A past proposal to develop the Southern apron with commercial hangars did not materialize but there remains potential. Before capital outlay to pay back airport improvement loans, the airfield operates at an approximate \$80k a year deficit. In accordance with FAA Assurances, all revenue generated at the must be used directly towards the airfield. The Airport Advisory Committee has recently been encouraged to assist the Port with developing ways to help the airfield generate additional revenue.

5. Additional Discussion topics

DMV Parking lot development

- Future Marina perimeter commercial/retail development
- Future Port Office/Maintenance shop

PUBLIC AND CUSTOMER COMMUNICATIONS - GENEVIEVE SCHOLL

1. Port Rebrand

a. Major changes to the Port's business model, administration and leadership, and its important role in the bridge replacement effort all prompt the need for a "rebrand," as outdated communications templates and methods may not best serve the public now.

With the rapid acceleration of meaningful progress in the bridge replacement effort and significant changes to Port leadership, the time may be right for a rebrand effort and development of new approaches to Port communications. Commission discussion is sought on this topic for the purpose of preparing a project timeline and budget request for spring.

2. Breezeby Customer Communications Review and Preparation for AET

- a. LPR system went live in March of 2020 and has run with limited changes since launch. Several potential improvements to the system's customer communications templates, both online and via the paper invoicing system, have been identified by CSR staff.
- b. In preparation for potential move to AET in 2023-24, a detailed assessment of the invoicing process, mobile app and website payment portal UI, and CSR phone and email protocols should be performed to ensure efficiencies and good customer service. This could include new services like SMS alerts for bridge closures, major traffic incidents and integration with WAZE, TripCheck, other platforms

The Port implemented License Plate Recognition technology in the context of enabling billing via DMV registration records and holds for motorists that do not pay a toll. In March of 2020, this system enabled the Port to close the toll booth for weeks while COVID workplace concerns were addressed. Due to the system's intended focus on toll payment violators, the form and content of the invoices are not appropriate for use during Port-caused closures of the toll booth. Again, this year, due to multiple COVID cases among the toll staff, the LPR system was used to collect tolls, but with ancillary fees, late fees, and collections process removed. Important improvements to the customer interface are still needed before the system can be relied upon for more than a violator context and is not truly ready to be an alternate payment method offering for customers.

3. Port tenant customer communications, billing, and reconciliation.

a. The billing process for the Port's 23 building tenants, 165+ marina tenants, and 5 airports tenants could use an update for the purposes of streamlining the process and increase efficiencies. Customer service reps and managers can lead this process to implementation on a short timeline. Commission discussion is sought on

prioritization, form, and content.

- **4. Bridge VMS Signage** Commission discussion is sought on whether to move forward with purchase of VMS signage at the toll plaza, as anticipated in the current FY22-23 budget.
- 5. Cooperative Relationship with RBMC and BSWG/BSBA As the Port has prioritized bridge replacement highly and committed to removing all barriers to success that it is able to, an open and active cooperative relationship with the public information and communications team working under HNTB is important. While Port staff will serve only in a supportive role for work directed by the HNTB team, we should anticipate and prepare to provide the best possible support. While some of this work would be essentially paid for by the project, the economic development goals of the Port and the strategic business plan's stated goals also anticipate investment in this work within the Port's budget as well.

EVENT SITE/WATERFRONT RECREATION - DARYL STAFFORD

- 1. Dry-scape the entrance of the Event Site. This has been a budget item for 4 years, but never completed. It needs an update.
 - a. Rebuild the small retaining wall, put in river rock to make it look nice, repaint the sign.
 - b. This project could be done inhouse to save money.
 - c. Estimated cost \$20,000.
- **2. Evaluate Potential New Parking Payment System.** Parking enforcement is the main way to generate revenue for the Waterfront..
 - a. Upgrades are costly and may not provide a reasonable return on investment.
 - b. Staff needs to research new systems and report back to the Commission. Cascade Locks uses an App that they are happy with.
- 3. Pursue opening the area on the east side of The Hook (Dog Park) for overflow parking, similar to Lot #1. Require passes or payment at kiosks.
 - a. Keep the area a gravel lot, project could be done inhouse.
 - b. Estimated cost \$5,000.
- 4. Install informational kiosks along the waterfront to have a central location for each area to provide information to the public. This would reduce the need for so many signs.
 - a. Locations- Event Site, Frog Beach, Marina Beach, The Hook, The Spit, Marina Boat Ramp
 - b. Estimated cost \$5,000 each, total \$30,000.
- **5. Event Site Bathroom Replacement.** The restrooms are need of major repairs and the costs are significant. Replacement would be a better investment.
 - a. Engineering/Design Plans- Estimated costs \$60,000.
- **6. Marina South Basin Dock Repairs.** The dock has a large amount of rotted wood that needs to be replaced and the floats are uneven. These repairs would need to be done by a professional diver due to the risks involved with the work.
 - a. Estimated Cost-\$60,000.

- 7. Marina moorage dock repairs. The dock fingers on North C-dock that the large vessels berth are in need of major repairs that cannot be performed by staff. Rotted boards and floats need to be replaced.
 - a. Estimated cost \$80,000.
- **8.** Longer term project Restructure docks once boathouses are removed for small boat storage and slips. Convert current South Basin Dock for Jet Skis. This would create greater revenue potential and serve our local population.

BRIDGE MAINTENANCE AND CAPITAL IMPROVEMENT PROJECTS - JOHN MANN

1. Bridge Spot Painting.

a) The bridge is in need of spot painting to protect it from the elements until the new bridge has been built. Budget estimate for the work \$90,000.

2. Miscellaneous Steel Repairs.

a) We have multiple places that require miscellaneous steel repairs found during fracture critical inspections. Budget Estimate for the work \$50,000.

3. Pier concrete repairs

a) There are multiple places we need concrete repairs to the piers. The extent of these repairs are still in evaluation but fall into the "needed at this time" category regardless of bridge life expectancy. Rough budget estimate of \$65,000.

4. Scour Evaluation

a) There is a need to inspect and evaluate the scour potential of the piers as this has never occurred to date.

Budget estimate cost \$15,000.

FACILITIES DEPARTMENT EQUIPMENT NEEDS – JOHN MANN

1. New Kubota Mower for the airport

We have been running old and outdated mowers at the airport and we need to replace them for time efficiency and age of our old worn out mower. Estimated cost \$15,000.

2. New V-plows for full size trucks

We have two older plows that work but are not as capable and as fast as the new V-plow we purchased 2 years ago. The time savings in the long run pay for them in addition we don't have to rent other equipment to move snow. The old plows are still usable sellable items at this point.

Estimated cost each \$8500 for a total estimated value of \$17,000

3. 15 foot Flex wing cutter for tractor at airport

Our flail mower is requiring more money each year in repairs and the time spent taking care of airport grass. This 15 foot flex cutter would get inside the drainage ditches so we wouldn't have to weed eat and drastically cut down on man hours spent at airport.

Estimated cost \$17-20,000

The aforementioned projects are not in a specific order and are shared to help start the discussion. The Commission can remove, add, or amend to this list. Upon conclusion of the

work session, staff will review a list of projects that can be evaluated in the next week for further review at its December meeting.

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Port of Hood River Commission Meeting Minutes of November 1, 2022 Regular Session Via Remote Video Conference & Marina Center Boardroom 5:00 p.m.

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

5:00 p.m. Regular Session

PRESENT: Commissioners: Ben Sheppard, Kristi Chapman (Arrived at 5:38 p.m. via Zoom), Mike Fox, Hoby Streich, and Heather Gehring. Legal Counsel: Anna Cavalieri. From Staff: Kevin Greenwood, Greg Hagbery, John Mann, Michael Shannon, and Patty Rosas. Guests: Abigail Elder, Wade Seaborn, Jody Behr, and Rich Rice.

ABSENT: Genevieve Scholl, Daryl Stafford.

MEDIA: None

- 1. CALL TO ORDER: President Ben Sheppard called the meeting to order at 5:01 p.m.
 - a. Modifications or additions to the agenda:
 - 1) Move Consent Item 2(f) Lease with CG Operations LLC to Action Item 7(b)
 - 2) Move Consent Item 2(d) Marina Rules and Regulations and Marina Moorage Lease Rate Schedule to Action Item 7(c)
 - 3) Remove ORS 192.335(9)(a) and ORS 192.660(2)(f) from Executive Session.
 - b. Public Comment: None

2. CONSENT AGENDA:

- a. Approve Minutes from October 18, 2022 Regular Session
- b. Approve 2023 Event Rate Schedule
- c. Approve 2023 Schedule of Parking Rates & Charges for Waterfront Parking
- d. Approve 2023 Marina Rules and Regulations and Marina Moorage Lease Rate Schedule
- e. Approve 2023 T-Hangar Lease Rate Schedule
- f. Approve Lease with CG Operations LLC in the Timber Incubator Building
- g. Approve 22/23 Parking Permits with Mt. Hood Meadows and Columbia Area of Transit for Guest Parking Use at Event Site and for Employee Bus Parking on E. Portway Ave

Motion: Approve consent agenda

Move: Hoby Streich Second: Mike Fox

Discussion: Commissioner Hoby Streich suggested a work session to discuss parking.

Commissioner Ben Sheppard requested that the boathouse rates not increase due to the current circumstances. Consent Item 2(d) was moved to

Action Item 7(c).

Vote: Unanimous

MOTION CARRIED

3. INFORMATIONAL REPORTS: None

4. PRESENTATION & DISCUSSION ITEMS:

a. Load Rating Presentation, Mark Libby, HDR Engineering – Mark Libby presented a load posting summary. The summary demonstrates the vehicle type, weight, potential revised posted limit, and an optional revised posted limit. Libby described the weight and axles for type 3, 3S2 and 3-3 legal trucks. Kevin Greenwood, Executive Director, clarified that this presentation is for informational purposes but ultimately will help the Commission determine if the end goal is to raise the weight limit to 40 tons. Libby commented that if the Commission decides to move forward then the next steps would be to submit the supplemental load rating analysis to the Oregon Department of Transportation (ODOT) for review. If ODOT approves, then the load limit could be raised to the revised posted limit.

Libby commented that the primary potential cost incurred by raising the weight limit would be the deck welding. The Commission consensus was to move forward with having ODOT review the supplemental load rating analysis. The Commission also requested a report on potential maintenance costs if the weight limit were raised.

b. City of Hood River Easement Request Presentation – Greg Hagbery, Development and Property Manager, introduced Abigail Elder, City Manager, for a presentation on the stormwater plan. Elder noted that the stormwater project encompasses 26-acres. The proposed infrastructure could have an impact on Port properties by way of easements. Elder turned to Jody Behr for a brief overview of the project. Behr commented that the primary project is a waterfront storm pipeline relocation. The existing pipelines are located under private property and are in poor condition. To construct the new waterfront storm pipe at a reasonable depth, the downtown storm runoff must be routed to a new outfall to the river.

The City of Hood River (City) is looking to create a system of distributed water quality treatment facilities. There are possibly two easements needed on Port property. Easement No. 1 is to build the waterfront storm outfall on Port-owned property immediately west of the Waterfront Park. John Mann, Facilities Director, noted that the Port has an upcoming Portway Stormwater Project that ties both the stormwater from Portway, and the future stormwater needs for the Maritime property into one stormwater pipeline connected to the City Outfall Project. The City seeks to start construction this winter. There was consensus from the Commission for Port staff to move forward with easement No. 1.

Behr commented that Easement No. 2 would be on the eastern hillside of the Big 7 property to treat stormwater runoff from the pipes on Industrial Avenue. The project would include pipes and an underground vault. This project has not been finalized and the City is considering other alternatives. Commissioner Sheppard expressed his concern on possible financial impacts to the Port and requested an analysis for this and other potential impacts.

- 5. EXECUTIVE DIRECTOR REPORT: Greenwood reported that the Port has received 5 proposals for legal services and after initial reviews, 3 have been invited for interviews. The interviews will take place November 8. The Port has received 5 applications for the Finance Director position. Jensen Strategies will be conducting interviews next week. Greenwood also noted that the 2022 Special Districts Insurance Best Service Management Program renewal has been received. The Port receives a 10% discount if certain criteria are met, such as board member training. Virtual trainings are available for Board members to review. The Commission requested a link to the training videos. Anna Cavalieri, legal counsel, noted that the Northwest Pipeline Utility License Agreement has been finalized.
- 6. Commissioner, Committee Reports: None
- 7. ACTION ITEMS:

a. Approve Contract with James Dean Construction not to exceed \$313,061.00 for Stormwater project on Portway Ave.

Motion: Authorize Contract with James Dean Construction for Portway Stormwater

Project in an amount Not to Exceed \$313,061.00, subject to legal review and

barring no protest.

Move: Hoby Streich
Second: Mike Fox
Discussion: None
Vote: Unanimous

MOTION CARRIED

b. Approve lease with CG Operations LLC in the Timber Incubator Building.

Motion: Approve lease with CG Operations, LLC for 5,000 square feet of flex

industrial space in unit 100 & 200 located at 3875 Heron Drive, Odell.

Move: Heather Gehring Second: Kristi Chapman

Discussion: Commissioner Fox expressed his personal concern approving the processing

and distribution of hemp. Cavalieri noted that legal had previously prepared a memorandum addressing this issue and stated that hemp is not marijuana.

Vote: Unanimous

MOTION CARRIED

c. Approve 2023 Marina Rules and Regulations and Marina Moorage Lease Rate Schedule.

Motion: Approve 2023 Marina Rules and Regulations and Marina Moorage Lease

Rate Schedule with no increase in boathouse rates, subject to legal counsel

review.

Move: Hoby Streich
Second: Heather Gehring

Discussion: Commissioner Sheppard recommends that there be no increase in

boathouse rates due to their current circumstance.

Vote: Unanimous

MOTION CARRIED

8. COMMISSION CALL:

- a. Commissioner Streich suggested adding boat slip subleasing to the agenda for the upcoming roundtable.
- b. Commissioner Fox noted that he will provide a document at the next meeting related to the nomination process for the Bi-State Bridge Authority.

9. CONFIRMATION OF COMMISSION DIRECTIVES TO STAFF:

- a. Work Session to discuss parking at the Marina.
- b. Mark Libby will submit the supplemental load rating analysis to ODOT and staff will provide a report on potential maintenance costs if the weight limit is raised.
- c. Staff will move forward with the City in regards to Easement No. 1, and have ongoing discussions with Easement No. 2. Staff will provide a report of potential impacts from Easement No. 2.

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d. Provide links to Commission for SDAO Board member training.

Mike Fox, Secretary

- e. Staff will remove the boathouse rate increase from the Marina Moorage Lease Rate Schedule.
- f. Staff will add boat slip subleasing to the agenda of the upcoming roundtable.
- **10. EXECUTIVE SESSION:** President Ben Sheppard recessed Regular Session at 7:05 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) real estate negotiations; ORS 192.335(9)(a); and 192.660(2)(f) to consider information or records that are exempt by law from public inspection.
- and 192.660(2)(f) to consider information or records that are exempt by law from public inspection.

 11. POSSIBLE ACTION: None

 12. ADJOURN:

 Motion: Adjourn the meeting
 Vote: Unanimous
 MOTION CARRIED

 The meeting was adjourned at 7:20 p.m.

 SIGNED:

 Ben Sheppard, President

 ATTESTED:

Commission Memo

Prepared by: Kevin Greenwood
Date: November 15, 2022

Re: Fred Kowell Consulting Contract –

Amendment No. 5



This extension of the current contract with Fred Kowell is needed due to additional work required to complete the Port's FY 22-23 audit. The Port's other contractor, Debbie Smith-Wagar, has other municipal clients that are also completing audits.

The prior extension, Amendment No. 4, was related to training of the Dep. Finance Manager and other consultants needed to ensure day-to-day accounting activities, financial system reports, security, LGIP postings and recordings, investment, etc. This extension is based upon the specific knowledge he brings to the Port such that the time to complete a task/project will be more efficient.

RECOMMENDATION: Approve Amendment No. 5 to contract with Fred Kowell for an additional \$10,000 for a total of \$92,000.

Personal Services Contract For Services – Amendment No. 5 Amended for an additional \$10,000 for a total contract amount of \$92,000

- This Contract is entered into between the Port of Hood River ("Port") and <u>Fred Kowell</u>
 ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to
 Port's satisfaction for a maximum consideration not to exceed <u>\$92,000</u>. Port shall pay
 Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
- 2. This Contract is an amended amount and shall be in effect from the date at which every party has signed this Contract through the date at which funds are exhausted. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
- 3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
- 4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
- 5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
- 6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall carry insurance as described in Exhibit B.
- 7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
- 8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
- 9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
- 10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
- 11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Fred Kowell 752 NE Royal Court PORTLAND OR 97232 (503) 308-2672

Date

Kevin M. Greenwood Executive Director 1000 E. Port Marina Drive Hood River OR 97031

Date

Personal Services Contract Exhibit A

I. SCOPE OF WORK:

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

This Personal Services Contract supersedes any other prior contract.

II. DELIVERABLES AND TIMEFRAME:

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

III. CONSIDERATION:

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

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

IV. BILLING AND PAYMENT PROCEDURE:

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

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

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

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

Personal Services Contract Exhibit B

INSURANCE

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

1.	Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt order ORS 656.027.)
	Required and attached ORx Contractor is exempt
	Certified by Contractor: Signature/Title
2.	Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to the Contractor's services to be provided under the Contract.
	Required and attached Waived by Executive DirectorX
3.	Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
	Required and attached Waived by Executive DirectorX
4.	Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.
	Required and attached Waived by Executive DirectorX
5.	On All Types of Insurance. There shall be no cancellation or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port, except 10 days for premium non-payment.
6.	Certificate of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract. The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Port. Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Commission Memo

Prepared by: Jana Scoggins

Date: November 15, 2022

Re: Accounts Payable Requiring Commission Approval

Jaques Sharp \$24,550.00

Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE \$24,550.00



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

CREDIT CARDS ACCEPTED TARJETAS DE CREDITO ACEPTADAS

HOOD RIVER, PORT OF 1000 E. PORT MARINA DRIVE HOOD RIVER OR 97031 Page: 1 November 02, 2022 Account No: PORTOHaM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MISCELLANEOUS N	MATTERS				
JJ 2,850.00	3,625.00	0.00	0.00	-2,850.00	\$3,625.00
ORDINANCE #24 950.00	0.00	0.00	0.00	-950.00	\$0.00
TIMBER INCUBATO 0.00	OR BUILDING LEA 50.00	SE (Chief Consulting 0.00	0.00	0.00	\$50.00
NORTHWEST PIPE 1,100.00	LINE EASEMENT 2,300.00	0.00	0.00	-1,100.00	\$2,300.00
BRIDGE TELECOM		0.00	0.00	700.00	#0.00
700.00	0.00	0.00	0.00	-700.00	\$0.00
BRIDGE CABLE EA 800.00	SEMENT (Falcon) 0.00	0.00	0.00	-800.00	\$0.00
MARINA - BOATHO			0.00	(25.00	#A. A.A.
625.00	0.00	0.00	0.00	-625.00	\$0.00
BARMAN PROPERT 1,025.00	Y 1,375.00	0.00	0.00	-1,025.00	\$1,375.00

Previous Balance	Fees	Expenses	Advances	Payments	Balance
WAAAM HANGAR LEASE 25.00	0.00	0.00	0.00	-25.00	\$0.00
PROFESSIONAL SERVICE 3,475.00	ES SOLICITATI 2,650.00	ONS 0.00	0.00	-3,475.00	\$2,650.00
2022 EMPLOYMENT MAT 1,087.14	TERS 0.00	0.00	0.00	-1,087.14	\$0.00
BISTATE BRIDGE COMM 2,025.00	ISSION (OR) 13,125.00	0.00	0.00	-2,025.00	\$13,125.00
BRIDGE CONTRACT - WI 225.00	RE ROPE REP 650.00	LACEMENT (OR) 0.00	0.00	-225.00	\$650.00
PORTWAY STORMWATE 1,950.00	R PIPELINE PR 0.00	OJECT 0.00	0.00	-1,950.00	\$0.00
USDOT/FHWA GRANT 1,525.00	0.00	0.00	0.00	-1,525.00	\$0.00
HOOD TECH HANGAR L	EASE		0.00	0.00	·
0.00 CG OPERATIONS LEASE	575.00	0.00	0.00	0.00	\$575.00
700.00	200.00	0.00	0.00	-700.00	\$200.00
19,062.14	24,550.00	0.00	0.00	-19,062.14	\$24,550.00

Commission Memo

Prepared by: Kevin Greenwood
Date: November 15, 2022

Re: Authorize Contract with Campbell

Phillips PC for General Counsel Services



The Port of Hood River issued a request for proposals for general counsel services soon after learning that its long-time general counsel would be retiring as of December 2022. Port staff received five proposals for general counsel service and its current counsel did an initial review and narrowed the selection to three firms for interview. Two firms located in the Gorge were invited for interviews.

Commission President Ben Sheppard, Executive Director Kevin Greenwood, General Counsel Jerry Jaques and Anna Cavaleri were involved in the interviews and conducted individual evaluations. After conferring there was unanimous consensus to recommend authorizing a contract with Campbell Phillips PC for General Counsel Services. The main reasons for the consensus centered around their local office, an awareness of the bridge governance transition, development agreements and real estate leases. There was also confirmation that the Port would be the firm's highest priority client.

President Sheppard has contacted all three firms that were invited for interviews and invited Kristen Campbell, Partner, to attend the November 15 Special Commission Meeting. Jaques Sharpe has agreed to provide support to Cambell's team through December.

RECOMMENDED ACTION: Approve contract with Campbell Phillips PC for General Counsel Services.

LEGAL SERVICES AGREEMENT

Professional Services. Campbell Phillips PC, 208 State Street, Suite 202, Hood River, OR 97031, ("Attorneys") agrees to provide legal services for the Port of Hood River ("Port") as Port general legal counsel. Duties of Attorneys shall include: (1) attendance at regular monthly Port Commission meetings; (2) attendance at Port Commission special meetings; (3) meetings with Port Staff, Commissioners or committees when appropriate or requested by the Port; (4) providing written and oral legal opinions and advice; (5) reviewing and preparing contracts, leases, deeds and other legal documents; (6) representing the Port in contract, real estate, labor and other negotiations when requested to do so; (7) representing the Port in litigation and appeals, or supervising or associating with other legal counsel representing the Port; (8) other routine duties expected of Port general counsel and those requested by the Port Executive Director, Port Commission President or Port Commission.

- 1. <u>Principal Attorney</u>. Kristen A. Campbell ("Principal Attorney") will have primary responsibility for legal work undertaken for the Port. Other attorneys and paralegals in Attorneys' office may handle Port legal matters as determined by Principal Attorney. Attorneys will assist the Port in a professional manner, to the best of their abilities.
- 2. <u>Fees.</u> Attorneys will charge the Port an hourly rate for lawyers, paralegals and legal assistance work. For the first thirty (30) days following the effective date of this Agreement (the "Transition Period"), Attorneys' hourly rate for legal work is \$200.00. Beginning on the thirty-first day following the effective date of this Agreement, Attorneys' hourly rate for legal work is \$225.00, except for Attorneys' hourly rate for litigation and appellate work, which is \$250.00. Paralegal work is billed at \$120.00 per hour. Attorneys will not charge the Port for travel time between offices and to and from Hood River. Travel time beyond a thirty (30) mile radius of Hood River will be billed at a rate of \$100.00 per hour. Attorneys' hourly rates are discounted to the Port as a municipal client. These hourly rates will not be changed without providing the Port at least thirty (30) days prior notice and acceptance by the Port.
- 3. <u>Out-of-Pocket Expenses</u>. In addition to legal fees, Attorneys' bills may include out-of-pocket expenses incurred or advanced on behalf of the Port. These expenses generally will include such items as postage, filing, recording, certification, and registration fees charged by governmental bodies. Expenses may also include costs of courier services, charges for terminal time for computer research and complex document production, charges for photocopying materials, and costs of recorded information or documents we receive.
- 4. <u>Consultants & Associated Legal Counsel</u>. During the course of Attorneys' representation, Attorneys may hire third parties to provide services on behalf of the Port. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations Attorneys may assume responsibility for retaining appropriate service providers. For some Port matters, Attorneys may consult or associate with other lawyers outside Attorneys' office to provide assistance. Port will be responsible for paying all fees and expenses directly to the service providers or reimbursing Attorneys for these expenses unless the Port agrees with Attorneys that Port will directly pay fees and costs of consulting or associated attorneys.
- 5. <u>Alternative Fees</u>. In some circumstances, with prior Port approval Attorneys may charge the Port different rates, such as for litigation or appeals as discussed in paragraph 2 hereinabove.
- 6. <u>Billings</u>. Attorneys will bill the Port monthly. Bills are payable within thirty (30) days of receipt. Bills will contain a concise summary of each matter for which legal services are rendered, the fee that is charged, and list costs.

Attorneys invite the Port to discuss with Attorneys any questions concerning a fee charged for any matter, or questions about billed costs. Attorneys want the Port to be satisfied with both the quality of Attorneys' services and the reasonableness of the fees charged for those services. Attorneys will attempt to provide as much billing information as the Port desires and will discuss any billing issue with Port at any time.

- 7. <u>Files</u>. The Port has the right to receive contents of its files at any time. The Port consents to and agrees that Attorneys may destroy documents in any Port legal file at Attorneys' office if ten (10) or more years have passed since our office closed the file. Attorneys may decide to retain some Port legal files for a longer period.
- 8. Relationships with Other Clients. Because Attorneys are a full-service law firm with many clients, Attorneys may be asked to represent a client with respect to interests that are averse to those of another client who is represented by Attorneys' firm in connection with another matter. Attorneys' firm is not prevented from representing other persons who may disagree with the Port, or who may have business interests potentially affected by the Port, provided the matter Attorneys are handling for another client is not directly related to a matter Attorneys are handling for the Port. If Attorneys determine there is a potential conflict with Attorneys' representation of the Port and another client, Attorneys may provide written notice of the potential conflict to the Port and to Attorneys' other client and seek the consent of both parties to Attorneys' representation of the Port.
- 9. <u>Malpractice Insurance</u>. Attorneys' firm will maintain professional malpractice insurance during our representation of the Port with coverage equal to or exceeding Oregon State Bar requirements.
- 10. <u>Termination</u>. The Port has the right to terminate Attorneys' representation at any time. Attorneys have the same right, subject to Attorneys' obligation to give the Port reasonable notice to arrange alternative representation and, if required, to obtain permission from the judge before whom a litigation matter is pending.

The Port's agreement to this engagement constitutes its acceptance of the foregoing terms. If any of these terms are unacceptable to the Port, now or in the future, please advise Attorneys so that Attorneys can resolve any differences and proceed with a clear, complete, and consistent understanding of the Attorneys/Port relationship.

tle: Partner	PORT OF HOOD RIVER
By: Kristen A. Campbell Title: Partner	By: Kevin M. Greenwood Title: Executive Director
Date:	Date:

Commission Memo



Prepared by: John Mann

Date: November 15, 2022

Re: Replacement Kubota tractor

The board is aware of the tractor accident that occurred in the Indian Creek drainage during a tree removal operation on port properties. The Port received a check from the insurance company for the damages in the amount of \$12,500 for the damaged tractor. Please see attached quote process for the tractor replacement.

RECOMMENDATION: Approve purchase of Kubota BX2380RV with mulching deck and grill guard, front end loader.

QUOTATION REPORT*

item(s	system (secondarian) secondarians budget contains secondarians secondari	is included below.
Dated	this 9th day of November, 2022	_•
		_(signature)
Item:	Kubota BX2380RV with mulching deck and a	grill guard and front end loader. Quantity: 1
SCOP	E OF WORK:	
VEND	OOR/CONTRACTORS CONTACTED:	
1)	Name: Sheppards Address: 440 Riverside Dr, Hood River, OR Phone: (541) 386-3603	Quoted Price:\$16,900.00 97031x per letter attached per phone per internet
2)	Name: Pacific Tractor & Implement Address: Hillsboro, OR Email:kubotacorey@yahoo.com	Quoted Price: \$18,900.00 xper letter attached per phone per internet
3)	Name: Moen Machinery Co. Address: Hermitage Pennsylvania 16148	Quoted Price: 19,000.00 per letter attached per phonex per internet
Price _ Only S Availa Comm and on	blityxents; Sheppards was the best price including	g reasons: x Best Delivery x Other Servicing of equipment locally g the mulching deck without considering shipping al dealership. Delivery dates were also way out for
Notifie	ed the above of approval this 15th day of Nove	ember, 2020.
	Departr	nent Head Signature

Commission Memo

Prepared by: John Mann

Date: November 15, 2022

Re: Task Order 13 HDR Personal Services Agreement

This Task Order No. 13 will provide for recommended bridge maintenance repairs related to the underwater condition of Piers 6 and 8 and miscellaneous steel repair recommendations based on the 2022 biannual bridge inspection. It is anticipated that the work will be developed as two separate projects.

RECOMMENDATION: Approve Task Order 13 with HDR Engineering for pier repairs and miscellaneous steel repairs not to exceed \$95,000.

TASK ORDER 13

SCOPE OF SERVICES for Bridge Maintenance Repairs

November 15, 2022

This Task Order pertains to a **Personal Services Master Service Agreement**, ("**Agreement**") by and between **Port of Hood River**, ("**Port**"), and **HDR Engineering**, **Inc.** ("**Consultant**"), dated June 17, 2015 ("the Agreement"), Amendment 1 dated July 21, 2017, Amendment 2 dated June 25, 2019, and Amendment 3 dated on July 3, 2021. Consultant shall perform Services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

This Task Order will provide for recommended bridge maintenance repairs related to the underwater condition of Piers 6 and 8, and the miscellaneous repair recommendations based on the 2022 biannual bridge inspection. It is anticipated that the work will be developed as two separate bid projects.

PART 2.0 SCOPE OF SERVICES

Task 1: Project Management & Administration

The Consultant will provide project management and contract administration for the services provided by the Consultant including project setup, invoicing and progress reports, client coordination, and quality control reviews of deliverables. Consultant will:

- Provide monthly invoices and progress reports to the Port and identify budget status and tasks performed to date during the billing period;
- Correspond with Port regarding contracts, billing, expenses, earned value, deliverables;
- Perform Quality Control (QC) reviews on all deliverables prior to submitting to Port.

Deliverables:

The following items will be delivered to the Port:

Invoices and progress reports

Task 2: Underwater Pier Repairs

Consultant shall:

- Review videos and notes from 2019 dive inspection to verify the approximate limits of repair areas.
- Coordinate with the US Army Corps of Engineers (USACE) regarding need for permits and application thereof.
- Coordinate with Oregon Department of Fish and Wildlife (ODFW) for an extension to the inwater work window (IWWW).
- Prepare a bid package, including plans, specifications, and Port bid documents, for the repair work.
- Provide construction support consisting of bidder question responses, review of contractor bids, submittal reviews, and responses to contractor requests for information.

Bridge Maintenance Repairs MSA_Amendment3.TaskOrder13.HDR

November 15, 2022

Assumptions

The following assumptions are made:

- All deliverables shall be electronic in MS Word, MS Excel, and/or PDF format.
- Expenses for printing, shipping, travel and lodging for this Task Order are reimbursable at cost. Any specific expenses over \$100 require prior approval.
- USACE is expected to require a nationwide permit due to presence of endangered species.
 Approval process may take approximately 90 days causing challenges with meeting the 2022-2023 IWWW (November 15 to March 15).
- An in-water work window extension from ODFW is anticipated due to the very low impact nature of the work to be performed.
- A Department of Environmental Quality (DEQ) 401 certificate is required for nationwide permit.

Deliverables

The following items will be delivered to the Port:

- Permit applications prepared for Port submittal.
- Bid package for advertisement by the Port (Bid Package 1).

Task 3: Miscellaneous Truss Repairs

Consultant shall:

- Perform field verification and locations of repair elements based on 2022 inspection report comments. Field verification consists of visual observations from the bridge deck.
- Prepare a bid package, including plans, specifications, and Port bid documents, for the repair work.
- Provide construction support consisting of bidder question responses, review of contractor bids, submittal reviews, and responses to contractor requests for information.

Assumptions

The following assumptions are made:

- All deliverables shall be electronic in MS Word, MS Excel, and/or PDF format.
- Expenses for printing, shipping, travel and lodging for this Task Order are reimbursable at cost. Any specific expenses over \$100 require prior approval.
- Repairs to be addressed are identified in Attachment 1 Maintenance Repairs.
- Permits are not required to perform the work.
- The construction work is anticipated to be performed at night under full bridge closure conditions with some limited daytime lane closures possible.

Deliverables

The following items will be delivered to the Port:

• Bid package for advertisement by the Port (Bid Package 2).

PART 3.0 PORT'S RESPONSIBILITIES:

Port shall provide access to Port properties as needed, including traffic control on the bridge, and be available for mutually agreed upon times for site visits.

Port will submit permit related applications and associated fees.

Port will provide Notice to Mariners as required by US Coast Guard.

Bridge Maintenance Repairs MSA Amendment3.TaskOrder13.HDR

November 15, 2022

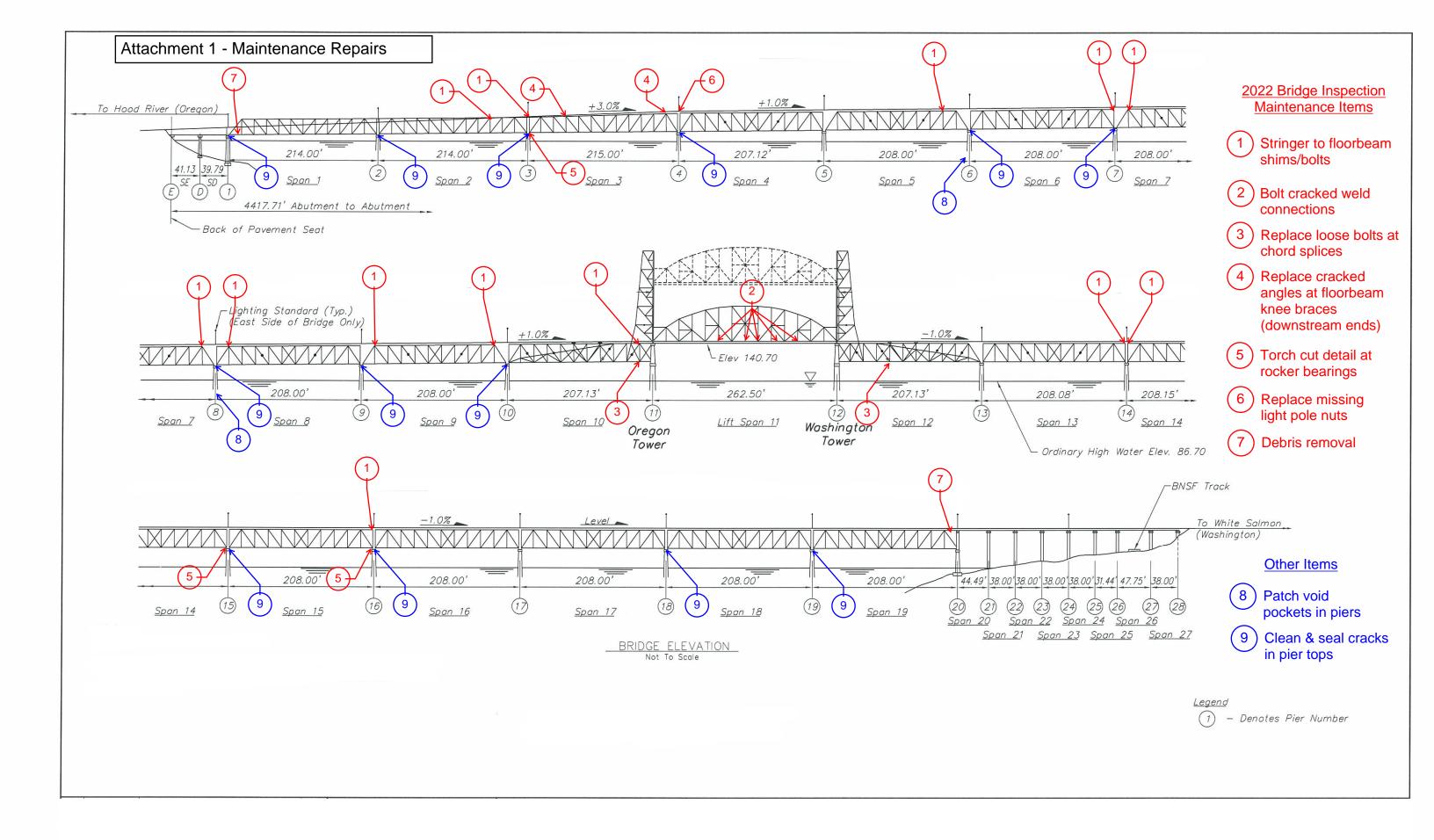
PART 4.0 PERIODS OF SERVICE:

All work shall be completed by August 30, 2023.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order Amendment shall be a not-to-exceed amount of **\$95,000** billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.95. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

This Task Order is	executed this day of _	, 20	022.
PORT OF HOOD "Port"	RIVER	HDR ENGINEE "Consultant"	ERING, INC.
BY:		BY:	
NAME:	Kevin Greenwood	NAME:	Tracy Ellwein
TITLE:	Executive Director	TITLE:	Vice President
ADDRESS:	1000 E. Port Marina Drive	ADDRESS:	1050 SW 6 th Ave Suite 1800
	Hood River, OR 97031		Portland, OR 97204



Attachment 2 - Fee Estimate

Level of Effort										н	DR Engine	ering											
Por	t of Hood River - TO13 Bridge Maintenance Repairs Billable Rates	Principal	Project Manager	Sr. Bridge Engineer	Bridge Engineer	Bridge Engineer	Scientist	\$ 001 69 69	CADD Technician	Project Coordinator	Project Accountant	Hours	Labor	Open	Field Equipment	Travel	Printing & Publications	Misc. Expenses	Misc. Expenses (as a % of Labor)	Total Evnances	₹	HDR Fee	Total Fee (includes sub-consultant mark-up and escalation)
	Task Description																						
Task 01	Project Management & Administration																						
	Project Management & Coordination	2	12							4	2	20		,427 \$ -					\$ -	\$	-	\$ 4,427	\$ 4,551
	Monthly Invoicing		16								16	32		,780 \$ -					\$ -	\$	-	\$ 5,780	
	Client Meetings & Coordination		8							2		10	\$ 2	,393 \$ -		\$ 125			\$ -	\$	125	\$ 2,518	\$ 2,585
	QC Reviews		4	12						4		20	\$ 3	,903 \$ -					\$ -	\$	-	\$ 3,903	\$ 4,013
					İ									\$ -					\$ -	\$	-	\$ -	\$ -
	Sub-total	2	40	12	0	0	0	0	0	10	18	82	\$ 16	,504 \$ -	\$ -	\$ 125	\$ -	\$ -	\$ -	\$	125	\$ 16,629	\$ 17,091
Task 02	Underwater Pier Repairs	•	•			<u> </u>		•	•	•													
	Data review and verification		4			8						12	\$ 2	,106 \$ -					\$ -	\$	-	\$ 2,106	\$ 2,165
	Permit coordination and application preparation		8			16	40	60		4		128	\$ 19	,433 \$ -			\$ 15		\$ -	\$	15	\$ 19,448	\$ 19,992
	Prepare plans, specs, and bid package		16		16	40			40	4		116		,655 \$ -			\$ 20		\$ -	\$	20		
	Construction bidding and support		12		8							20	\$ 4	,509 \$ -					\$ -	\$	-	\$ 4,509	\$ 4,635
	<u> </u>													\$ -					\$ -	\$	-	\$ -	\$ -
	Sub-total	0	40	0	24	64	40	60	40	8	0	276	\$ 44	,702 \$ -	\$ -	\$ -	\$ 35	\$ -	\$ -	\$	35	\$ 44,737	\$ 45,989
Task 03	Miscellaneous Truss Repairs		- 1			1			- 1													•	
	Field verification inspection		8			8						16	\$ 3	,210 \$ -		\$ 125			\$ -	\$	125	\$ 3,335	\$ 3,425
	Prepare plans, specs, and bid package		24		16	48			48	4		140		,160 \$ -			\$ 30		\$ -	\$	30		
	Construction bidding and support		12		8				.,,	-		20		,509 \$ -		1	1		\$ -	\$	-	\$ 4,509	
														\$ -					\$ -	\$	-	\$ -	\$ -
	Sub-total	0	44	0	24	56	0	0	48	4	0	176	\$ 30	,879 \$ -	\$ -	\$ 125	\$ 30	\$ -	\$ -	\$	155	\$ 31,034	\$ 31,898
	Hours	2	124	12	48	120	40	60	88	22	18	534											
Fee		\$575	\$34,243	\$2,431	\$7,171	\$15,017	\$8,632	\$6,221	\$14,239	\$2,025	\$1,532			,085 \$ -	\$ -	\$ 250	\$ 65	\$ -	\$ -	\$	315	\$ 92,400	
Escalation													\$ 2,57								-		
Sub-consultant Budget w/ Mark-up													- /-										
Total																							\$ 94,979
																							, ,,,,,,,