

**PORT OF HOOD RIVER COMMISSION**  
**Tuesday, August 18, 2015**  
**Marina Center Boardroom**  
**5:00 p.m.**

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**Regular Session Agenda**

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1. Call to Order
    - a. Modifications, Additions to Agenda
    - b. Oath of Office – Commissioner Hoby Streich
  2. Public Comment (5 minutes per person per subject; 30 minute limit)
  3. Consent Agenda
    - a. Approve Minutes of August 4, 2015 Regular Session – [Laurie Borton, page 3](#)
    - b. Approve Tom Lichty Account Write-off in the Amount of \$208.49 – [Fred Kowell, page 9](#)
    - c. Approve Accounts Payable to Jaques Sharp Attorneys at Law in the Amount of \$7,527.00 – [Fred Kowell, page 11](#)
    - d. Approve Amendment No. 1 to Contract with Allied Maintenance LLC for Janitorial Services, New Contract Amount Not to Exceed \$6,400.00 – [Anne Medenbach, page 15](#)
    - e. Approve Contract with A&E Heating and Air Inc. for HVAC Units at Jensen Building Not to Exceed \$16,900.00 – [Anne Medenbach, page 19](#)
  4. Reports, Presentations and Discussion Items
    - a. Bridge Projects Update – [David McCurry, HDR Engineering, page 25](#)
    - b. Preliminary Financials for FY Ending June 30, 2015 – [Fred Kowell, page 27](#)
    - c. OneGorge Update – [Genevieve Scholl, page 32](#)
  5. Director’s Report – [Michael McElwee, page 34](#)
  6. Commissioner, Committee Reports
    - Urban Renewal Agency (August 10) – Commissioners Streich and Davies
  7. Action Items
    - a. Approve Amendment #1 to the Contract with HDR Engineering for Services Associated with Repair of Hood River Bridge Auxiliary Trusses Not to Exceed \$99,928 Plus Reasonable Expenses – [Michael McElwee, page 44](#)
    - b. Approve Amendment No. 7 to Executive Director Contract – [Brian Shortt, page 53](#)
    - c. Approve Intergovernmental Agreement with State of Oregon Business Development Department Subject to Final Changes Approved by Legal Counsel – [Michael McElwee, page 57](#)
  8. Commission Call
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9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations
  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.*

Port of Hood River Commission  
Regular Session Meeting Minutes of August 4, 2015  
Marina Center Boardroom

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

**Present:** Commissioners Jon Davies, Fred Duckwall, Rich McBride, and Brian Shortt; Port Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl, and Laurie Borton

**Absent:** Commissioner Hoby Streich

**Media:** None

- 1. Call to Order:** President Shortt called the Regular Session meeting to order at 5:00 p.m.
- a.** Modifications, Additions to Agenda: Consent Agenda items a. and b. will be voted on separately from item c. The order of Reports, Presentations and Discussion Items was realigned to accommodate out-of-town presenters.
- b.** Oaths of Office – Commissioner Hoby Streich: Commissioner Streich, who was re-elected in May to a four-year term, will be sworn in at the August 18 meeting.

**2. Election of Officers for 2015-16:**

**Motion:** Move to appoint Fred Duckwall as Vice President  
**Move:** Davies  
**Second:** McBride  
**Vote:** **Aye:** Davies, Duckwall, McBride, and Shortt  
**Absent:** Streich

**MOTION CARRIED**

**Motion:** Move to appoint Jon Davies as Secretary  
**Move:** McBride  
**Second:** Duckwall  
**Vote:** **Aye:** Davies, Duckwall, McBride, and Shortt  
**Absent:** Streich

**MOTION CARRIED**

**Motion:** Move to appoint Rich McBride as Treasurer  
**Move:** Duckwall  
**Second:** Davies  
**Vote:** **Aye:** Davies, Duckwall, McBride, and Shortt  
**Absent:** Streich

**MOTION CARRIED**

**3. Public Comment:** Linda Maddox commented on the cultural scene she’s observed at the waterfront. There are large crowds, and more families, on the weekends and finding parking can be a challenge. Maddox said she was happy the Nichols Basin was kept open to the public for a variety of uses rather than being used as a wakeboarding park. She then voiced concerns on building footprints conceptualized for Lot 1 combined with building square footages planned by Key Development and NBW-Hood River. Shortt announced that he would keep public comment limited to five minutes per

person and informed Maddox there would be further opportunity for her to comment when the Port holds a public meeting on Lot 1.

Michelle Fetkenhour inquired about the process for filling empty slips from the Wait List. They have purchased a boat that cannot be accommodated by their current slip and feel the process has been moving too slowly, which she said results in lost revenue for the Port. Executive Director Michael McElwee provided a brief summary of the process for offering slips but also said that sometimes there are other projects that take staff off the process. McElwee said that he would follow-up with the Fetkenhour’s during the week.

**4. Consent Agenda:** Amended to separate items for approval.

- Approve Minutes of July 14, 2015 Regular Session
- Approve Committee Assignments for FY 2015-16

**Motion:** Move to approve minutes of July 14, 2015 regular session and committee assignments for FY 2015-16

**Move:** Duckwall

**Second:** McBride

**Vote:** **Aye:** Davies, Duckwall, McBride, and Shortt

**Absent:** Streich

**MOTION CARRIED**

- Approve Reappointment of Columbia River Insurance as Insurance Agent of Record for FY 2015-16.

**Motion:** Move to approve reappointment of Columbia River Insurance as insurance agent of record for FY 2015-16

**Move:** McBride

**Second:** Duckwall

**Discussion:** Davies cited a direct conflict of interest as a partner in Columbia River Insurance

**Vote:** **Aye:** Duckwall, McBride, and Shortt

**Abstain:** Davies

**Absent:** Streich

**MOTION CARRIED**

**5. Reports, Presentations and Discussion Items**

**a. Lot 1 Update – Mike Zilis, Walker|Macy:** Zilis and Christopher Miller provided a PowerPoint presentation and boards illustrating further revisions to conceptual plans that resulted from prior Commission and staff feedback. From tonight’s discussion they were seeking additional feedback on the options presented for further refinement prior to holding a public meeting. Comments from the Commission included leaving utilities in place as a means to save money; use integrated parking as much as possible; change the configuration of the Event Site entrance/exit; provide electrical hookups for “Festival Street;” project ahead as much as possible regarding street realignment, width, pedestrians, trucks, signalization and roundabouts; preserving the view corridor (from downtown) as much as possible by realigning buildings or construction of one-story buildings at the south cornerstone. The

Commission was also interested in associating revenue costs with the conceptual options, illustrating storm water solutions, and showing a range of building square footages.

**b. Waterfront Parking Evaluation – Rick Williams, Rick Williams Consulting:** Williams also used PowerPoint to present parking management options for the entire Waterfront. Any plan intended to be more efficient and accommodate multiple users will require a coordinated management strategy that considers demand and maximizes the parking supply and creates new options. One option, Williams said, was to do nothing and continue existing protocols. Another plan would consider the creation of a partnership ‘council’ with ongoing communication utilizing the existing plan but add signage, establish use protocols and ground rules to bring more order to the system. Williams also talked about pricing and said it would be important to communicate what parking fees go towards, i.e. parking improvements, area marketing, etc. Paid parking will also require robust enforcement, ongoing data collection to measure performance, and a coordinating council group. Williams offered to provide copies of parking plans from Ashland, Bend, and Oregon City. McElwee stated that he would continue partnering discussions with the City of Hood River and that steps would be taken in August to supplement the past two years of data collection.

**c. Port Website Update and Redesign:** Genevieve Scholl, Communications & Special Projects Manager, summarized the redesign as moving from a book format, which functions primarily to provide information with little to no two-way transaction of dialog function; to a conversational format that should increase transactional capabilities of the site in terms of e-commerce and communication/information exchange. Scholl requested feedback from the Commission related to social media platforms (i.e. Facebook, Twitter, Instagram), promoting real estate listing for properties not owned by the Port, webcams, creation of an online Port “store” (i.e. preseason sales of seasonal parking passes), online tools for providing input during formal public input periods, and potential password-protected private side for staff/Commission communications and file sharing. The Commission questioned the social media aspect and the idea of advertising other real estate listings, and thought it was more beneficial to provide transparency of an organized website with information that was easy to find. Responses to a Request for Proposals (RFP) have been received and Commissioner McBride volunteered to serve on the selection committee. Scholl anticipates bringing a contract for approval August 18 and will continue to bring development updates to the Commission.

**6. Director’s Report:** McElwee highlighted the following activities of the past two weeks-- the summer electronic newsletter was sent out July 29; the second annual Commissioners’ Cup sailing regatta has been postponed for this year; former Commissioner Hosford’s daughter Carol has approached the Port to inquire about placement of an art piece on Port property in memory of her parents and McElwee commented there is no policy in place that responds to this type of request. McElwee also noted that staff had received intimidation complaints regarding an SUP club operating from the Event Site. The Maritime roof is experiencing leaks but the contractor has been responsive and Facilities is working with the contractor on a resolution. The Eagle Scout project to place picnic tables on the north side of the airfield should be completed this coming weekend. A bridge inspection is currently underway with single lane closures occurring on Thursday and McElwee will report back at the August 18 meeting. Anne Medenbach, Development/Property Manager, informed the Commission that bids for the Hanel Lower Mill Haul-Fill project were rejected due to the high costs proposed. Medenbach commented that Port staff may be able to complete some of the work and trying to determine how the job can be split.

**7. Commissioner, Committee Reports:**

**a. Marina Ad-hoc Committee:** Marina Manager Laurie Borton reported on the July 16 meeting. The Committee is beginning to focus on prioritization of recommended future projects. Meetings are held monthly on the third Thursday in the Marina Center Boardroom at 8:00 a.m. Commissioner Davies noted a maintenance issue on the South Basin Dock and volunteered to do dock walks to report deficiencies.

**8. Action Items:**

**a. Approve Design of C.M. & W.O. Sheppard Building:** McElwee noted the final building design were as presented previously by the Sheppards and their design consultant and recommended approval.

- Motion:** Move to approve design of C.M. & W.O. Sheppard building
- Move:** Duckwall
- Second:** McBride
- Vote:** **Aye:** Davies, Duckwall, McBride, and Shortt  
**Absent:** Streich

**MOTION CARRIED**

**b. Approve Resolution 2015-16-2 Prohibiting Use of Tobacco on All Properties Owned or Operated by the Port of Hood River:** The Port currently complies with the Oregon Indoor Clean Air Act on all Port-owned properties, including a 10-foot clearance of all entrances, exits, and accessibility ramps. The Port, however, does not have a general policy prohibiting use, and enforcement is seen as problematic. Scholl has been working with Hood River County Prevention Department Prevention Specialist Belinda Ballah to devise a draft policy. Except for the cost of sign posts and Port staff installing new signs and decals, the financial impact would be low as costs for design and production of signage needed to communicate a policy would be covered by Hood River County’s Prevention Department. Ballah was not available to attend the meeting but Majia Yasui commented and responded to Commissioner comments.

- Motion:** Move to approve Resolution 2015-16-2 regulating tobacco/inhalant use on Port property
- Move:** Duckwall
- Second:** Davies
- Discussion:** Policy verbiage to “strongly discourage” versus “prohibit” use of all tobacco products on outdoor property was debated regarding enforcement. It is hoped that peer review will respond to the challenge and “strongly discourage” language will remain in the Policy Statement.
- Vote:** **Aye:** Davies, Duckwall, McBride, and Shortt  
**Absent:** Streich

**MOTION CARRIED**

**c. Approve Contract with Columbia River Port Engineers, dba Ukiah Engineering, Inc. for Assessment of Heavy Truck Use on Bridge Not to Exceed \$8,500:** A strategy to address truck weights on the Interstate Bridge would allow the Port to stay on the issue and understand options by identifying techniques to visually assess the likely weight of an individual truck, determine if a cost-effective scale

system can be implemented, assess potential changes to toll rates and identify techniques to communicate to truckers to encourage them to minimize weights, and identify reasonable mechanisms to increase adherence to truck weights.

**Motion:** Move to approve contract with Columbia River Port Engineers, dba Ukiah Engineering, Inc. for Hood River Bridge truck assessment not to exceed \$8,500 plus reasonable reimbursable expenses

**Move:** Davies

**Second:** Duckwall

**Vote:** **Aye:** Davies, Duckwall, McBride, and Shortt

**Absent:** Streich

**MOTION CARRIED**

**d. Approve Contract with TraneOregon for Halyard Building BCU Replacement Not to Exceed \$16,500:** The Trane component (the “brain”) of the large HVAC unit that serves Suites 101 and 102 is failing and the replacement, which has a three-year parts and labor warranty, needs to be installed by a Trane certified professional. The contract amount conforms to the amount budgeted.

**Motion:** Move to approve contract with TraneOregon for replacement of BCU in the Halyard Building not to exceed \$16,500

**Move:** Davies

**Second:** McBride

**Discussion:** The question of budgeting for a Rheem system replacement was raised.

**Vote:** **Aye:** Davies, Duckwall, McBride, and Shortt

**Absent:** Streich

**MOTION CARRIED**

**e. Ratify Contract with TraneOregon for Halyard Building Compressor Replacement Not to Exceed \$11,115.00:** Due to extreme temperatures and combined BCU and compressor failures, TraneOregon was contracted to replace the system’s compressor as quickly as possible to provide relief for pFriem’s retail space. A quote was received from A&E Heating in the amount of \$10,481; however, the compressor would not be available for two weeks and staff believed this was too long to wait for a \$600 savings.

**Motion:** Move to ratify contract with TraneOregon for replacement of the Halyard Building HVAC compressor unit not to exceed \$11,115.00

**Move:** Davies

**Second:** Duckwall

**Vote:** **Aye:** Davies, Duckwall, McBride, and Shortt

**Absent:** Streich

**MOTION CARRIED**

**9. Commission Call:** Davies reported on two complaints that he had received—dry grass on the Marina Green being used by adults and the new Hook ramp being used by boaters to take people on board.

**10. Executive Session:** Regular Session was recessed at 8:10 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Property Transactions; and ORS 192.660(2)(i) Performance Evaluations of Public Officers and Employees.

Staff was excused from Executive Session at 8:48 p.m. and the Commission continued in Executive Session under ORS 192.660(2)(i) Performance Evaluations of Public Officers and Employees. Executive Director McElwee rejoined Executive Session at 8:57 p.m.

**11. Possible Action:** The Commission was called back into Regular Session at 9:27 p.m. No action was taken as a result of Executive Session.

**Motion:** Move to adjourn

**Move:** Davies

**Second:** Duckwall

**Vote:** **Aye:** Davies, Duckwall, McBride, and Shortt

**Absent:** Streich

**MOTION CARRIED**

**12. Adjourn:** President Shortt adjourned the meeting at 9:27 p.m.

Respectfully submitted,

\_\_\_\_\_  
Laurie Borton

ATTEST:

\_\_\_\_\_  
Brian Shortt, President, Port Commission

\_\_\_\_\_  
Jon Davies, Secretary, Port Commission





Prepared by: Fred Kowell  
Date: August 18, 2015  
Re: Accounts Receivable Write-off

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Occasionally, the Port experiences accounts receivable that are not collectible. In this case it is Marina tenant Tom Lichy, whose moorage was terminated by the Port on December 31, 2013 for violation of Marina Rules & Regulations. Mr. Lichy has unpaid electric charges for the months of October-December, 2013 in the amount of \$74.29 for Slip 254, and \$134.20 for Slip 265 for September-December 2013.

When Mr. Lichy's moorage rights were terminated he was instructed not to visit the Port office or contact Port staff regarding the termination notice, and he was also prohibited from tenancy for a two-year period. As a result of a recent conversation with Mr. Lichy, staff feels any attempts to collect this balance would not be cost-effective.

Staff requests the outstanding balance of \$208.49 be written off.

**RECOMMENDATION:** Write-off uncollectible account of \$208.49 from the Marina account of Tom Lichy.

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Prepared by: Fred Kowell  
Date: August 18, 2015  
Re: Accounts Payable Requiring Commission Approval

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<b>Jaques Sharp Attorneys at Law</b>	<b>\$7,527.00</b>
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Attorney services per attached summary

<b><u>TOTAL ACCOUNTS PAYABLE TO APPROVE</u></b>	<b><u>\$7,527.00</u></b>
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# JAQUES SHARP

— ATTORNEYS AT LAW —  
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  
August 10, 2015  
Account No: PORTOHAM

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MCELWEE EMPLOYMENT CONTRACT					
0.00	231.00	0.00	0.00	0.00	\$231.00
ENVIRONMENTAL INSURANCE					
57.00	0.00	0.00	0.00	-57.00	\$0.00
CONTRACT (Marina Moorage Rules)					
57.00	0.00	0.00	0.00	-57.00	\$0.00
LEASE (HR Yacht Club, Inc.)					
114.00	38.00	0.00	0.00	-114.00	\$38.00
MISCELLANEOUS MATTERS					
JJ					
475.00	361.00	0.00	0.00	-475.00	\$361.00
AGREEMENT-FENCE (Young, Jeremy & Veach, William)					
532.00	1,482.00	0.00	0.00	-532.00	\$1,482.00
HANGAR LEASE (Cloud Cap/Goodrich)					
133.00	76.00	0.00	0.00	-133.00	\$76.00
LEASE (Hood River Distillers)					
114.00	76.00	0.00	0.00	-114.00	\$76.00
LEASE (Double Mountain)					
95.00	0.00	0.00	0.00	-95.00	\$0.00
LEASE (PocketFuel)					
57.00	114.00	0.00	0.00	-57.00	\$114.00

HOOD RIVER, PORT OF

Account No: August  
POR

Previous Balance	Fees	Expenses	Advances	Payments	Balance
ODELL PROPERTY (Robert Hanel) 855.00	209.00	0.00	0.00	-855.00	\$209.00
CONCESSION PERMIT (Gorge Kiteboard School) 0.00	114.00	0.00	0.00	0.00	\$114.00
ART INSTALLATION AGREEMENT 0.00	228.00	0.00	0.00	0.00	\$228.00
BRIDGE SOFTWARE (P Square Solutions) 152.00	3,933.00	0.00	0.00	-152.00	\$3,933.00
PROPERTY PURCHASE (Craig W. Sheppard) 1,026.00	57.00	0.00	0.00	-1,026.00	\$57.00
NAITO DEVELOPMENT CONSERVATION EASEMENT 171.00	0.00	0.00	0.00	-171.00	\$0.00
BIG 7 LEASE (Big Y Fly, Corp. Inc) 228.00	0.00	0.00	0.00	-228.00	\$0.00
LEASE (pFriem Brewing, Josh pFriem, Rudy Keller) 209.00	0.00	0.00	0.00	-209.00	\$0.00
CONTRACT (H.D.R. ENGINEERING) 95.00	0.00	0.00	0.00	-95.00	\$0.00
GORGE NET EASEMENT 57.00	0.00	0.00	0.00	-57.00	\$0.00
NO SMOKING POLICY 373.00	0.00	0.00	0.00	-373.00	\$0.00
CONTRACT (F.L.I. Landscape, LLC) 0.00	114.00	0.00	0.00	0.00	\$114.00
HANEL SITE DESIGN (Vista GeoEnvironmental) 0.00	38.00	0.00	0.00	0.00	\$38.00
LEASE AMENDMENT (Electronic Assemblers, Inc.) JJ 285.00	0.00	0.00	0.00	-285.00	\$0.00
LEASE (Gorge Net) JJ 380.00	0.00	0.00	0.00	-380.00	\$0.00
AIRPORT LEASE (Shearer Sprayers, Inc.) 114.00	456.00	0.00	0.00	-114.00	\$456.00
<u>5,579.00</u>	<u>7,527.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-5,579.00</u>	<u>\$7,527.00</u>



Prepared by: Anne Medenbach  
Date: August 18, 2015  
Re: Janitorial Contract – Allied Maintenance, LLC

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The Port has been using a janitorial service to clean all of our buildings with the exception of the Port offices, public restrooms, and the Yacht Club, which Port personnel maintain. We have had a month-to-month contract with American Cleaning Services for the past year and had previously been using their services since 2012. Staff and tenants have not been happy with the level of service that American has been providing. Staff also feels that it is important to re-quote services every 3 to 5 years to get the best pricing and service.

Staff went out for quotes in June. Three companies attended the mandatory walk through. Of those, two submitted quotes and one declined due to current work load. The two that submitted quotes are American Cleaning Services (based in Portland) and Allied Maintenance, LLC (based in Mosier). Allied Maintenance, LLC has been performing the janitorial work on a trial basis for the past two weeks. The purpose of the trial period was to ensure Allied Maintenance had a clear understanding of Port and tenant expectations and required labor time.

The two week trial has not been enough for Allied to make that assessment, as they have had to “deep clean” in order to get the buildings to a level that they can maintain. Therefore, staff recommends an additional two weeks be added to their trial period. This will bring up the original temporary contract over \$5,000.

**RECOMMENDATION:** Approve Amendment No. 1 to contract with Allied Maintenance, LLC for a new contract amount not to exceed \$6,400.

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**AMENDMENT NO. 1  
TO CONTRACT**

This Amendment No. 1 to the Contract ("Contract") is entered into this \_\_\_\_ day of August, 2015 by and between Allied Maintenance LLC ("Contractor") an Oregon corporation and the Port of Hood River ("Port"), an Oregon Special District.

**RECITALS:**

WHEREAS, Contractor and Port entered into a Contract dated August 3<sup>rd</sup>, 2015 for trial janitorial services to be provided to Port properties ("Project"); and

WHEREAS, Contractor agrees to extend the contract work time period to August 28, 2015,

WHEREAS, all terms used in this Amendment No. 1 have the meaning given to them in the Contract, as amended hereby, unless otherwise defined herein.

NOW THEREFORE, Port and Contractor agree to carry out the additional time for an amount not to exceed **\$3,000** for a total contract amount not to exceed **\$6,400**.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 1 to be duly executed the day and year first above written.

**Allied Maintenance LLC**

**PORT OF HOOD RIVER**

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Joetta Cole  
Owner  
POB 554  
Mosier, OR 97040  
(541) 478-2027

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Michael S. McElwee  
Executive Director  
1000 E. Port Marina Drive  
Hood River OR 97031  
(541) 386-1645  
porthr@gorge.net

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Prepared by: Anne Medenbach  
Date: August 18, 2015  
Re: Jensen Building HVAC Replacement

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The Jensen Building has four heating and cooling units on the north side of the building which serve the office spaces. The Port replaced the large unit back in June. During our budget process, the Commission also approved the replacement of two of the smaller units. The budgeted amount for the replacement of the units is \$18,200, including a small amount for electrical work.

A&E Heating and Air, Inc. provided the initial budgeted quote item in April. At that time, no other contractors were able to respond to the quote request. A&E's quoted amount is \$16,900 to remove the old units and install the new ones.

**RECOMMENDATION:** Approve contract with A&E Heating and Air, Inc., for the replacement of two HVAC units at the Jensen Building not to exceed \$16,900.00, subject to legal counsel review.

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

1. This Contract is entered into between the Port of Hood River ("Port") and **A&E Heating and Air, Inc.** ("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 **\$16,900.00**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through October 1, 2015. 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 15 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 provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. 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.

<b>A &amp; E Heating and Air Inc.</b>	<b>Port of Hood River</b>
Signed:	Signed:
Andrew Meresse, President	Michael McElwee, Executive Director
2149 W. Cascade Ave. Suite 106A-114 Hood River, OR 97031	1000 E. Port Marina Drive Hood River, OR 97031
CCB#:	

**Personal Services Contract  
Exhibit A**

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**I. SCOPE OF WORK:**

**Location: "Jensen" Building, 400 Portway Ave., Hood River, OR 97031**

**Scope:** Replace two 75k BTU gas package roof top units on the North office annex.

- Remove and dispose of existing units and controls
- Replace each unit with a Rheem RPG RRNL-B030JK06E unit
- Replace existing controls with Honeywell Vision Pro 8000 controls.
- Rent crane to install new units and remove old units
- Low voltage electrical connection work

Port will provide the high voltage disconnect and reconnect of the units. Contractor needs to give Port 2 days notice of when the low voltage work needs to be done.

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**II. DELIVERABLES AND TIMEFRAME:**

The deliverable(s) covered under this Contract shall be: Two new package roof top units

The due dates for the deliverable(s) shall be: October 1, 2015

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**III. CONSIDERATION:**

This contract is for an amount not to exceed \$16,900.

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**IV. BILLING AND PAYMENT PROCEDURE:**

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

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

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

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

**Personal Services Contract  
Exhibit B**

**INSURANCE**

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

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

\_\_\_\_\_ Required and attached      OR      \_\_\_\_\_ 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 Finance Manager \_\_\_\_\_

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

\_\_\_\_\_ Required and attached      Waived by Finance Manager \_\_\_\_\_

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

\_\_\_\_\_ Required and attached      Waived by Finance Manager \_\_\_\_\_

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

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

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Prepared by: Michael McElwee  
Date: August 18, 2015  
Re: Bridge Projects Update – HDR Engineering

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During the June 2, 2015 meeting, the Commission approved the Master Engineering Contract with HDR Engineering for various engineering tasks to be carried out in FY 15/16. HDR Project Manager David McCurry will attend the August 18 meeting to present a report on tasks currently underway.

**RECOMMENDATION:** Discussion.

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Prepared by: Fred Kowell  
Date: August 18, 2015  
Re: Financial Review—Ten Months Ended June 30, 2015

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The Budget laws are based upon appropriation levels such that I will first focus on the financial expenditure schedule which depicts budget versus actual activity for the fiscal year.

### Expenditures

In my discussion below I separate the four major cost categories of Personnel Services, Materials & Services, Capital Outlay and Debt Service.

With respect to *Personnel Services* the Port was well within its appropriation for Personnel Services by 10% of the budget. Many Asset Centers were close to their budget but the Marina, Marina Park and the Event Site were well under budget. The Marina saw turnover in staffing that caused less spending in this category. Maintenance work focused on capital projects which caused less allocation to the Event Site and Marina Park as a percentage of work compared to the budget.

Overall, *Materials & Services (M&S)* is under budget by 16% but this is after the Budget Transfer was made. The Budget Transfer moved Budget Appropriation from CIP to Materials & Services. The timing of Waterfront planning and professional services did not occur as originally planned in the budget nor at the level determined in the original budget. The Port has taken a methodical and consistent approach to moving forward with Lot 1 and surrounding area. The Marina was the other area well below budget as the focus turned toward the trail projects and away from the marina. That said, the budget allotted enough appropriation to handle any surprise that might have occurred during the year.

### *Capital Improvement Projects*

Some Capital projects were under budget as certain projects took longer than budgeted to proceed to construction. This included the Nichols Basin West Edge Trail and the ODOT Pedestrian Bridge Trail. Bridge improvements were made to the approaches, as well as some deck welding, however, the toll system improvements took longer than anticipated to acquire a consultant to assist the Port in moving forward with a system upgrade.

- Other capital projects like the Maritime, Big 7 and Wasco Buildings have been re-evaluated and rescheduled.

### Revenues

Bridge revenues tracked according to the forecast except for May and June, where we had higher than anticipated revenues. Our Industrial and Commercial leased properties taken as a whole are in line with the budget except for those vacancies that have already been discussed. The Marina lease revenues came in under budget as the Port looked at a step approach to slip increases. Also, the Marina is looking at a more efficient manner to move customers into slips from the wait list. This will also have a positive effect in the future. Overall, utilities recovered more than the budget due to better metering of utilities at the slips. The Airport revenues will exceed budget with regard to lease revenues and reimbursed utility costs. Grant revenues are under budget due the delay in the Airport Master planning process but only by a few months.

Overall, the Port is in line with its budget for the FY 2014-15. It is anticipated that there will be some audit and year-end adjustments to the financial statements of the Port. I do not believe these adjustments will be material in nature.

I am available at your convenience to discuss this matter further.

**RECOMMENDATION:** Discussion.

**PORT OF HOOD RIVER**  
**SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND**  
**BUDGET AND ACTUAL - 100% THROUGH THE BUDGET**  
**FOR THE TWELVE MONTHS ENDED JUNE 30, 2015**

EXPENDITURES	Cost Centers	Personal Services				Materials & Services				Capital Outlay				Debt Service				Total Appropriation		
		Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Unspent
<i>Toll Bridge</i>	100	737,749	708,438	29,311	96%	425,951	384,049	41,902	90%	80,800	1,354	79,446	2%	-	-	-		1,244,500	1,093,841	150,659
<i>Industrial Facilities</i>																				
Big 7	200/205	40,015	39,774	241	99%	155,625	143,845	11,780	92%	11,000	14,840	(3,840)	135%	-	-	-		206,640	198,459	8,181
Jensen Property	302	59,239	54,886	4,353	93%	190,657	162,597	28,060	85%	105,000	78,246	26,754	75%	145,000	144,942	58	100%	499,896	440,671	59,225
Maritime Building	303	30,932	30,343	589	98%	96,042	78,214	17,828	81%	7,000	-	7,000	0%	-	-	-		133,974	108,556	25,418
Halyard Building	307	54,363	54,085	278	99%	175,852	168,514	7,338	96%	22,000	20,796	1,204	95%	-	-	-		252,215	243,396	8,819
Expo Center	401	12,364	11,928	436	96%	72,145	65,449	6,696	91%	-	-	-	#DIV/0!	-	-	-		84,509	77,377	7,132
Timberline Incubator Building	702	29,181	28,718	463	98%	28,498	22,994	5,504	81%	23,000	9,115	13,885		-	-	-		80,679	60,827	19,852
Wasco Building	800	48,668	48,182	486	99%	98,009	90,767	7,242	93%	14,000	-	14,000		-	-	-		160,677	138,949	21,728
Hanel Site		12,000	-	12,000	0%	48,000	33,752	14,248	70%	915,000	6,150	908,850	1%	-	-	-		975,000	39,902	935,098
		286,762	267,916	18,846	93%	864,828	766,131	98,697	89%	1,097,000	129,148	967,852	12%	145,000	144,942	58	100%	2,393,590	1,308,137	150,355
<i>Commercial Facilities</i>																				
State Office (DMV) Building	501	20,857	20,730	127	99%	24,453	16,092	8,361	66%	44,845	-	44,845		-	-	-		90,155	36,821	53,334
Marina Office Building	506	32,999	32,613	386	99%	33,782	29,892	3,890	88%	57,090	-	57,090	0%	-	-	-		123,871	62,505	61,366
Port Office Building	502	17,257	16,455	802	95%	16,250	15,845	405	98%	13,000	6,683	6,317	51%	-	-	-		46,507	38,982	7,525
		71,113	69,797	1,316	98%	74,485	61,829	12,656	83%	114,935	6,683	108,252	6%	-	-	-		260,533	138,309	122,224
								(117,510)												
<i>Waterfront Industrial Land</i>	300/301	46,092	44,061	2,031	96%	160,634	74,395	86,239	46%	1,029,255	915,789	113,466	89%	-	-	-		1,235,981	1,034,245	201,736
<i>Waterfront Recreation</i>																				
Eventsite	402	119,207	67,830	51,377	57%	42,196	39,358	2,838	93%	5,000	-	5,000	0%	-	-	-		166,403	107,188	59,215
Hook/Spit	306/505	43,798	41,728	2,070	95%	15,595	9,278	6,317	59%	246,000	113,900	132,100	46%	-	-	-		305,393	164,906	140,487
Marina Park	504	212,277	181,883	30,394	86%	68,605	63,063	5,542	92%	582,122	24,194	557,928	4%	-	-	-		863,004	269,139	593,865
		375,282	291,442	83,840	78%	126,396	111,698	14,698	88%	833,122	138,093	695,029	17%	-	-	-		1,334,800	541,233	793,567
<i>Marina</i>	503	151,912	128,430	23,482	85%	103,801	85,973	17,828	83%	95,000	94,157	843	99%	90,396	89,896	500	99%	441,109	398,456	42,653
<i>Airport</i>	600	74,667	73,300	1,367	98%	143,298	98,550	44,748	69%	224,000	129,305	94,695	58%	-	-	-		441,965	301,155	140,810
Administration		23,000	-	23,000		80,847	68,315	12,532	84%	103,900	-	103,900	0%	-	-	-		207,747	68,315	139,432
Maintenance		-	-	-		88,400	78,494	9,906	89%	75,000	70,163	4,837	94%	-	-	-		163,400	148,657	14,743
<i>Total Expenditures</i>		1,766,577	1,583,385	183,193	90%	2,068,640	1,729,435	339,205	84%	3,653,012	1,484,691	2,168,321	41%	235,396	234,838	558	100%	7,723,625	5,032,349	1,756,178
Bridge Repair & Replacement Fund		20,511	20,253	258	99%	60,161	50,448	9,713	84%	614,500	317,427	297,073	52%	724,822	724,322	500	100%	1,419,994	1,112,450	307,544
General Fund		69,595	67,468	2,127	97%	329,375	249,339	80,036	76%									398,970	316,807	82,163

**Unfavorable Variance - Expenditures**  
None. Have inputted the Budget Transfer.

**PORT OF HOOD RIVER**  
**Schedule of Revenues by Cost Center By Fund**  
**Budget to Actuals - 100% Through Budget**  
**For the Year Ended June 30, 2015**

	REVENUES			
	Budget	Actual	Variance	%
<b>REVENUE FUND</b>				
<i>Toll Bridge</i>				
Bridge Tolls	\$ 3,511,607	\$ 3,603,914	\$ 92,307	103%
Cable Crossing Leases	10,000	10,000	-	100%
Other	8,774	-	(8,774)	0%
	<u>3,530,381</u>	<u>3,613,914</u>	<u>83,533</u>	<u>102%</u>
<i>Industrial Facilities</i>				
<i>Big 7</i>				
Lease Revenues	290,388	204,842	(85,546)	71%
Reimbursements/Other	74,467	53,033	(21,434)	71%
<i>Jensen Property</i>				
Lease Revenues	331,388	328,591	(2,797)	99%
Reimbursements/Other	123,470	135,947	12,477	110%
<i>Maritime Building</i>				
Lease Revenues	224,591	226,823	2,232	101%
Reimbursements/Other	33,190	42,725	9,535	129%
<i>Halyard Building</i>				
Lease Revenues	195,360	164,792	(30,568)	84%
Reimbursements/Other	63,548	118,550	55,002	187%
Note Receivable	19,550	19,550	0	100%
Other	-	-	-	-
<i>Expo Center</i>				
Lease Revenues	-	12,257	12,257	#DIV/0!
Reimbursements/Other	-	1,966	1,966	#DIV/0!
Other Financing Sources	1,936,660	-	(1,936,660)	-
<i>Timberline Incubator Building</i>				
Lease Revenues	48,840	64,200	15,360	131%
Reimbursements	5,119	12,383	7,264	242%
<i>Wasco Building</i>				
Lease Revenues	151,816	152,497	681	100%
Reimbursements	52,177	51,319	(858)	98%
Note Receivable	14,430	14,429	(1)	100%
	<u>3,564,994</u>	<u>1,603,905</u>	<u>(1,961,089)</u>	<u>45%</u>
<i>Commercial Facilities</i>				
<i>State Office (DMV) Building</i>				
Lease Revenues	40,061	39,735	(326)	99%
Reimbursements	2,168	100	(2,068)	5%
<i>Marina Office Building</i>				
Lease Revenues	64,920	64,432	(488)	99%
Reimbursements	11,107	19,629	8,522	177%
<i>Port Office Building</i>				
Lease Revenues	57,058	52,559	(4,499)	92%
Reimbursements	1,070	1,232	162	115%
	<u>176,384</u>	<u>177,688</u>	<u>1,304</u>	<u>101%</u>
<i>Waterfront Industrial Land</i>				
Lease Revenues	1,200	7,300	6,100	608%
Reimbursements	-	1,584	1,584	0%
Income from Grants	575,000	505,015	(69,985)	88%
URA Payments	105,682	162,925	57,243	154%
	<u>681,882</u>	<u>676,824</u>	<u>(5,058)</u>	<u>99%</u>
<i>Waterfront Recreation</i>				
<i>Eventsite, Hook and Spit</i>				
Events, Passes, Permits and Concessions	102,459	121,181	18,722	118%
Grant	170,000	65,250	(104,750)	38%
<i>Marina Park</i>				
Sailing Schools, Showers and Events	8,812	6,981	(1,831)	79%
Lease Revenues	5,860	6,240	380	106%
Reimbursements	2,933	600	(2,333)	20%
Grant	390,000	-	(390,000)	0%
	<u>680,064</u>	<u>200,251</u>	<u>(479,813)</u>	<u>29%</u>
<i>Marina</i>				
Lease Revenues	258,854	249,675	(9,179)	96%
Reimbursements	14,943	19,760	4,817	132%
Grant	6,100	6,244	144	102%
Other Financing Sources	-	-	-	#DIV/0!
	<u>279,897</u>	<u>275,678</u>	<u>(4,219)</u>	<u>98%</u>
<i>Airport</i>				
Lease Revenues	145,419	158,381	12,962	109%
Reimbursements	26,711	30,574	3,863	114%
Grant	183,600	119,517	(64,083)	65%
	<u>355,730</u>	<u>308,472</u>	<u>(47,258)</u>	<u>87%</u>
<b>Budget to Actual Revenues</b>	<b>9,269,332</b>	<b>6,856,732</b>	<b>(2,407,541)</b>	<b>74%</b>
<b>Revenues less Other financing sources</b>	<b>7,974,970</b>	<b>6,029,052</b>	<b>(1,945,918)</b>	<b>76%</b>
<b>GENERAL FUND</b>				
Property taxes	59,101	62,244	3,143	105%
Transfers from other funds	339,869	263,770	(76,099)	78%
	<u>\$ 398,970</u>	<u>\$ 326,013</u>	<u>\$ (72,957)</u>	<u>82%</u>
<b>BRIDGE REPAIR &amp; REPLACEMENT FUND</b>				
Transfers from other funds	\$ 1,919,494	\$ 1,112,450	(807,044)	58%

**PORT OF HOOD RIVER  
STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS  
AND BUDGET VS ACTUAL PERFORMANCE  
FOR THE TWELVE MONTHS ENDED JUNE 30, 2015**

	REVENUE FUND							GENERAL FUND	BRIDGE REPAIR & REPLACEMENT FUND	TOTAL	
	Bridge	Industrial Buildings	Commercial Buildings	Waterfront Land	Waterfront Recreation	Marina	Airport				Administration Maintenance
<b>OPERATING REVENUES</b>											
Tolls	\$ 3,613,914									\$ 3,613,914	
Leases		\$ 1,154,002	\$ 156,727	\$ 7,300	\$ 6,240	\$ 249,675	\$ 158,381			1,732,325	
Reimbursements		415,924	20,961	1,584	600	19,760	30,574			489,402	
Fees, Events, Passes and Concessions					128,161					128,161	
Property taxes								62,244		62,244	
<i>Total Operating Revenues</i>	<u>3,613,914</u>	<u>1,569,926</u>	<u>177,688</u>	<u>8,884</u>	<u>135,001</u>	<u>269,434</u>	<u>188,955</u>	<u>-</u>	<u>62,244</u>	<u>6,026,045</u>	
<b>Operating Expenses</b>											
Personnel Services	708,438	267,916	69,797	44,061	291,442	128,430	73,300	-	67,468	20,253	1,671,105
Materials & Services	384,049	766,131	61,829	74,395	111,698	85,973	98,550	146,809	249,339	50,448	2,029,222
<i>Total Operating Expenses</i>	<u>1,092,487</u>	<u>1,034,047</u>	<u>131,626</u>	<u>118,456</u>	<u>403,140</u>	<u>214,403</u>	<u>171,850</u>	<u>146,809</u>	<u>316,807</u>	<u>70,701</u>	<u>3,700,327</u>
<i>Operating income/(Loss)</i>	<u>2,521,427</u>	<u>535,878</u>	<u>46,062</u>	<u>(109,573)</u>	<u>(268,139)</u>	<u>55,031</u>	<u>17,105</u>	<u>(146,809)</u>	<u>(254,563)</u>	<u>(70,701)</u>	<u>2,325,718</u>
<b>Other Resources</b>											
Income from other sources	-	-	-	-	-	-	-	23,253	314	3,593	27,161
Grants	-	-	-	505,015	65,250	6,244	119,517	900	-	-	696,926
Sale of land	-	-	-	-	-	-	-	-	-	-	-
Note receivables	-	33,980	-	162,925	-	-	-	-	-	-	196,905
<i>Total Other Resources</i>	<u>-</u>	<u>33,980</u>	<u>-</u>	<u>667,940</u>	<u>65,250</u>	<u>6,244</u>	<u>119,517</u>	<u>24,153</u>	<u>314</u>	<u>3,593</u>	<u>920,992</u>
<b>Other (Uses)</b>											
Capital projects	(1,354)	(129,148)	(6,683)	(915,789)	(138,093)	(94,157)	(129,305)	(70,163)	-	(317,427)	(1,802,118)
Debt service	-	(144,942)	-	-	-	(89,896)	-	-	-	(724,322)	(959,160)
<i>Total Other (Uses)</i>	<u>(1,354)</u>	<u>(274,090)</u>	<u>(6,683)</u>	<u>(915,789)</u>	<u>(138,093)</u>	<u>(184,053)</u>	<u>(129,305)</u>	<u>(70,163)</u>	<u>-</u>	<u>(1,041,749)</u>	<u>(2,761,278)</u>
Transfers In/(Out)	(1,112,450)							(263,770)	263,770	1,112,450	-
<i>Net Cashflow</i>	<u>\$ 1,407,623</u>	<u>\$ 295,768</u>	<u>\$ 39,379</u>	<u>\$ (357,422)</u>	<u>\$ (340,982)</u>	<u>\$ (122,778)</u>	<u>\$ 7,317</u>	<u>\$ (456,589)</u>	<u>\$ 9,521</u>	<u>\$ 3,593</u>	<u>\$ 485,431</u>
<b>BUDGET VS ACTUAL PERFORMANCE</b>											
<b>FY 2014-15 Budget</b>											
Operating revenues - Budget	\$ 3,521,607	\$ 3,531,014	\$ 176,384	\$ 1,200	\$ 120,064	\$ 273,797	\$ 172,130	\$ -	\$ 59,101	\$ -	\$ 7,855,297
Operating revenues - Actuals	3,613,914	1,569,926	177,688	8,884	135,001	269,434	188,955	-	62,244	-	6,026,045
Actuals greater/(Less) than budget	92,307	(1,961,088)	1,304	7,684	14,937	(4,363)	16,825	-	3,143	-	(1,829,252)
	103%	44%	101%	740%	112%	98%	110%		105%	#DIV/0!	77%
Operating expenses - Budget	1,163,700	1,151,590	145,598	206,726	501,678	255,713	217,965	192,247	398,970	80,672	4,314,859
Operating expenses - Actuals	1,092,487	1,034,047	131,626	118,456	403,140	214,403	171,850	146,809	316,807	70,701	3,700,327
Actuals (greater)/Less than budget	71,213	117,543	13,972	88,270	98,538	41,310	46,115	45,438	82,163	9,971	614,532
	94%	90%	90%	57%	80%	84%	79%		79%	88%	86%
Other Resources - Budget	8,774	33,980	-	680,682	560,000	6,100	183,600	10,000	100	5,000	1,488,236
Other Resources - Actuals	-	33,980	-	667,940	65,250	6,244	119,517	24,153	314	3,593	920,992
Actuals greater/(Less) than budget	(8,774)	(0)	-	(12,742)	(494,750)	144	(64,083)	14,153	214	(1,407)	(567,244)
Other (Uses) - Budget	80,800	1,242,000	114,935	1,029,255	833,122	185,396	224,000	178,900	-	1,339,322	\$ 5,227,730
Other (Uses) - Actuals	1,354	274,090	6,683	915,789	138,093	184,053	129,305	70,163	-	1,041,749	\$ 2,761,278
Actuals (greater)/Less than budget	79,446	967,910	108,252	113,466	695,029	1,343	94,695	108,737	-	297,573	2,466,452
	2%	22%	6%	89%	17%	99%	58%	39%	#DIV/0!	78%	53%
<i>Net Position - Budget vs Actuals @ 100%</i>	<u>\$ 234,192</u>	<u>\$ (875,636)</u>	<u>\$ 123,528</u>	<u>\$ 196,677</u>	<u>\$ 313,754</u>	<u>\$ 38,434</u>	<u>\$ 93,552</u>	<u>\$ 168,328</u>	<u>\$ 85,520</u>	<u>\$ 306,137</u>	<u>\$ 684,487</u>



Prepared by: Genevieve Scholl  
Date: August 18, 2015  
Re: OneGorge Update

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With the conclusion of the Oregon and Washington state legislative sessions, OneGorge is wrapping up, evaluating advocacy efforts, and looking ahead to the short sessions coming next spring. Staff has received numerous positive comments about the way the group is functioning and the participant list is growing steadily – nearing 100 individuals.

**Advocacy Efforts this Session:** During 2015, OneGorge collaborations resulted in the following:

- Group letter to Washington legislators (Curtis King, Gina McCabe, Norm Johnson) calling for funding for the Bingen Point Overpass and urging the preservation of all existing crossings. The project was funded, but more work remains to find funding for a frontage road and to preserve all existing crossings. The cities of White Salmon and Bingen are actively sharing information and inviting OneGorge’s collaboration on this issue.
- Group letter to Washington Senator Curtis King (Transportation Committee Chair) urging action to address the problem of heavy haul trucking on WA SR 14. This issue was brought to OneGorge for collaborative advocacy by Stevenson City Manager Nick Hogan. Senator King has responded, saying that WSDOT will conduct surveys and collect the data needed to inform action.
- Group letter to Oregon Senator Chuck Thomsen requesting a bill to enable bi-state recognition of EMS certification, so that Washington-certified paramedics could perform their life-saving duties more freely in Oregon. No bill was introduced, but Senator Thomsen has drafted a bill that would have Oregon adopt the national EMS certification recognition model, achieving the desired end result.
- Group letter in support of Oregon Representative Mark Johnson’s bill to create a Mt. Hood license plate in Oregon that would in turn create a grant fund, administered by Travel Oregon, to support bike/ped amenity development on the mountain. This effort failed. The legislature and the governor chose instead to create a Trailblazers plate.
- Group letter to the U.S. Dept. of Commerce Secretary Penny Pritzker in support of the Pacific Northwest Manufacturing Partnership’s (PNWP) application for designation as a Manufacturing Community within the EDA’s Investing in Manufacturing Communities Partnership initiative. This letter was requested of OneGorge by MCEDD. The effort was successful.



- In addition to the letters, OneGorge launched a website and played a major supporting role in the “Gorge(ous) Night Out” event in Salem. Washington Representative Gina McCabe and Oregon Senator Chuck Thomsen have each attended OneGorge meetings to give their legislative reports and have Q&A sessions.

**Coming up:** OneGorge is currently working to refresh their list of top regional priorities and to distill from that list some truly actionable items that could result in specific “asks” for state and federal legislators. Staff expects that a new round of Fact Sheet collateral development and coordinated activities will result from this list.

**Challenges:** OneGorge’s biggest challenge now is fostering increased participation from the private sector. During the summer months especially, private sector participation and attendance at OneGorge meetings has dropped. Staff is seeking Commission support in outreach efforts to encourage more awareness and participation in OneGorge from the private sector.

**RECOMMENDATION:** Discussion.

## Executive Director's Report

August 18, 2015

### Staff & Administrative

- I will be on vacation from August 24 - August 28.
- Attached is a calendar of events for September.
- Attached is my draft FY 15/16 work plan for Commission review and comment.
- Our next meeting will occur on September 1, the first Tuesday in September. I would seek Commission approval to move the second meeting next month to September 22 due to the Lot #1 public meeting schedule for September 15.
- Maintenance Manager John Mann and Lead Man Louis Ambers will be attending a two-day training on post-earthquake building evaluations.
- A volunteer review panel has completed their evaluations of the six website redesign proposals. Genevieve is tabulating results and will have a contract ready for approval September 1.
- The OneGorge Advocacy Group met in the Port conference room August 12, with Senator Chuck Thomsen present as a guest. The group is working on identifying a list of top legislative priorities heading in to fall.
- The Port of Cascade Locks has invited all Port staff and commissioners to participate in the Bridge of the Gods Community Bridge Walk, scheduled for Saturday, August 29 at 8:30AM. RSVP to Genevieve and she will pass on our list to Holly at POCL.

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### Recreation

- The Lady Washington arrived on August 16 for its downriver visit. Our Facilities crew carried out the bridge lift on both legs.
- The public meeting for the Lot #1 planning work being carried out by Walker Macy is scheduled for 5:30 p.m. on September 15. The Commission will be able to preview the concept alternatives and discuss the meeting agenda at our September 1 meeting.
- Hood River Valley Parks & Recreation is conducting a traffic analysis associated with the proposed Dog Park.
- We are getting close to a proposed agreement that would allow a large vessel to moor at the Cruise Ship Dock from September through March. This dock sees limited use over the winter and a use agreement for this vessel would provide some income and activity in the Marina.
- We have had no further experiences with rattlesnakes on Port property.
- Sharon Chow's Event Site report for August 3-9 is attached.

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## Development/Property

- Bob Naito's architect has worked out an alternative trail connection concept that is based on constructing a maximum-grade handicap ramp (8.33%) directly from the new NBWE trail to the sidewalk adjacent to the new road. This concept is significantly less expensive—about \$30,000—and would avoid the lower area that is subject to restrictions. Naito proposes the URA and Port split the cost of the work. I have suggested that Naito fund the A/E and permits and that the hard cost of construction would be split by the URA and Port up to \$12,000 each. A final agreement has not been reached. I would appreciate the Commission's direction on this approach.
- It appears that a newly constructed fence is encroaching on the Riverside Drive property that is under agreement with Sheppard's. A geotechnical evaluation will occur starting the week of August 27.

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## Airport

- Century West Engineering is finalizing the draft Airport Master Plan. Staff will update the Commission and seek final input in September.

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## Bridge/Transportation

- David Evans and Associates (DEA) completed their Fracture Critical Evaluation of the Bridge on August 11. Staff met for a debrief on August 12 with ODOT and DEA. Most of the findings were positive but the report will reflect concerns about the Auxiliary Truss connection, metal deck and guard rail.
- There will be single lane closures the week of August 24 for deck welding. Staff will send public notice that bridge users can expect delays up to 15 minutes between 9AM and 2PM all weekdays that week.
- Lane 1 was closed for several days as Jack Lerner rebuilt another lane controller and replaced the old one. We were able to get in touch with Jerry Hautimaki to reconfigure the controller to the IDRIS loop system and transponder reader. As a side note, Dennis Switaj from HDR was able to get in touch with PSquare and PSquare was ready to step in (Pro Bono) to get us up and running.

EXECUTIVE DIRECTOR  
WORK PLAN  
FY 15/16

**DRAFT for Commission Review  
August 18, 2015**

**I. FINANCIAL MANAGEMENT**

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

Action:	Expected Completion	Actual Completion
1. Install new Port web site	2/15/16	
2. Recommend new financial software	4/01/16	

**II. REAL ESTATE DEVELOPMENT & PLANNING**

*Goal: Create significant, positive momentum toward development of the Port's Waterfront properties consistent with community objectives.*

1. Update property assessment and prepare investment evaluation of Port industrial assets for Commission consideration	12/30/15	
2. Ensure successful implementation of DDA with Key Development and construction of Turtle Island Bldg.	06/30/16	
3. Complete concept plan, prepare draft policies, assess options for funding infrastructure and submit a subdivision plan application for Lot #1.	03/01/16	
4. Ensure successful implementation of DDA and construction of Sheppard's Building on Riverside Lot.	06/30/16	
5. Complete site development and partition changes and prepare development plan for Hanel Mill property	05/01/16	
6. Select and install new property management software	11/15/15	

**III. WATERFRONT RECREATION**

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

1. Complete Hook Trail Project	14/15/16	
2. Prepare Plans and permit application for new Transient Boat Dock	06/15/16	
3. Prepare and implement fee-based parking & enforcement plan for Port waterfront properties	05/15/16	

- 4. Scope alternatives for replenishment of beach areas at Event Site and Nichols Basin and provide recommendations **03/30/16**

**IV. TRANSPORTATION/AIRPORT**

*Goal: Complete significant transportation improvements to enhance development objectives.*

- 1. Ensure a thorough assessment of existing ETC system is complete and adequate technical support is in place **03/30/16**
- 2. Ensure successful design of new electronic tolling System and prepare to install **06/30/16**
- 3. Complete engineering for repairs to Lift Span **03/01/16**
- 4. Complete bidding and commence construction of for repairs to Lift Span **06/01/16**
- 5. Complete paving of Marina Way **10/15/15**
- 6. Complete Airport Master Plan and obtain FAA approval **06/30/16**
- 7. Prepare assessment of financing scenarios for a new Bridge including P3 options. **03/30/16**

**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. Increase participation within OneGorge Coalition **3/01/15**
- 2. Assess the Port's regional economic development efforts and prepare a work plan and budget **01/30/16**

**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. Upgrade the Port's web site **02/15/16**
- 2. Prepare a summary of waterfront development for marketing Port properties **11/30/15**

**VII. GOVERNANCE & BOARD COMMUNICATIONS**

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

- 1. Update board & staff training policy **04/15/16**
- 2. Update LCRB rules & Port contracting practices. **03/01/16**

**VII. PERSONNEL MANAGEMENT**

**Goal: Ensure that appropriate personnel policies are in place.**

- 1. Update staff job descriptions. **05/30/16**
- 2. Recommend updated Exec. Dir. Evaluation Process **03/30/16**

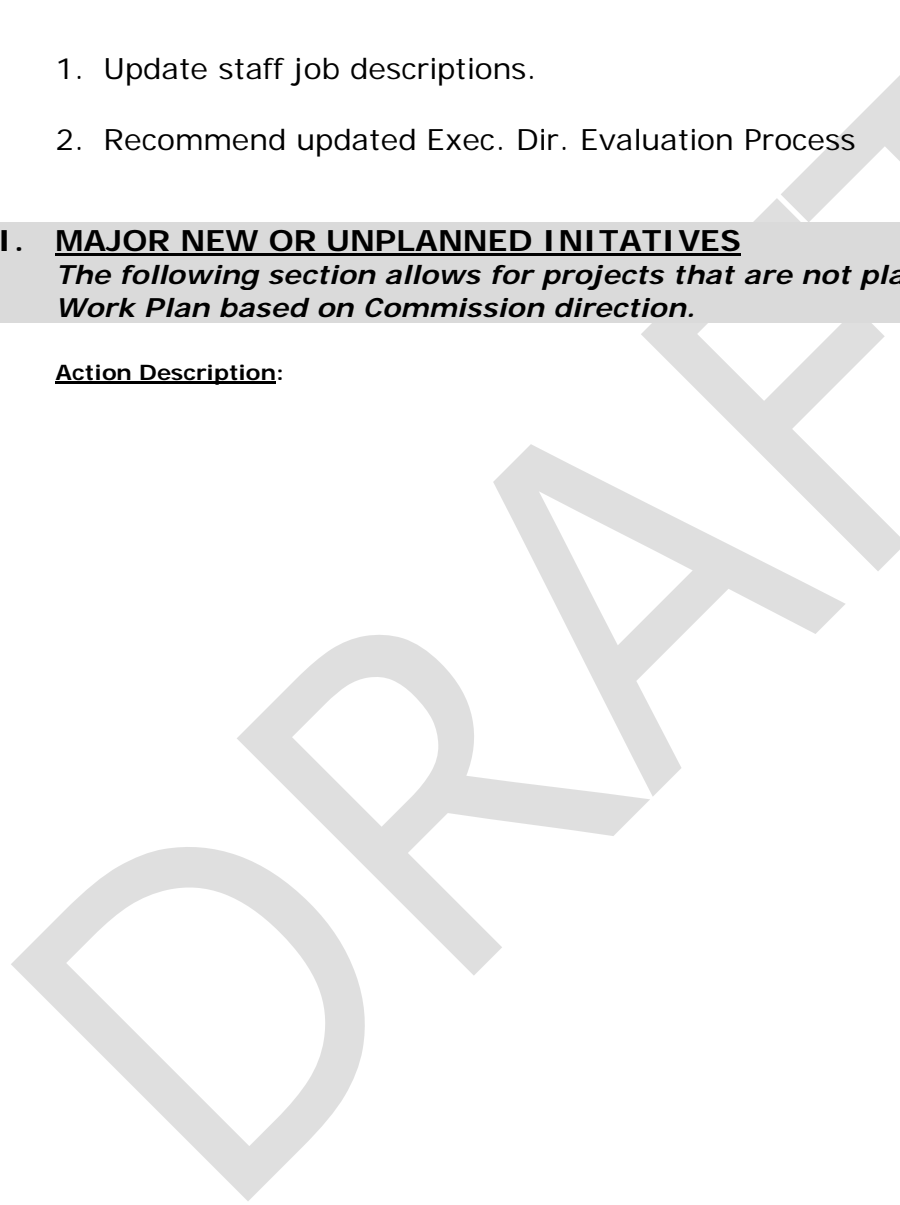
**VII. MAJOR NEW OR UNPLANNED INITIATIVES**

**The following section allows for projects that are not planned but may be added to the Work Plan based on Commission direction.**

Action Description:

Expected Completion

Date Complete



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# Commission Calendar September 2015

August '15							October '15							November '15						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1														
2	3	4	5	6	7	8	4	5	6	7	8	9	10	8	9	10	11	12	13	14
9	10	11	12	13	14	15	11	12	13	14	15	16	17	15	16	17	18	19	20	21
16	17	18	19	20	21	22	18	19	20	21	22	23	24	22	23	24	25	26	27	28
23	24	25	26	27	28	29	25	26	27	28	29	30	31	29	30					
30	31																			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1 Commission Mtg, 5pm	2	3	4	5
6 CGWA Swap Meet Jensen Lot	7 Labor Day <b>Office Closed</b> ----- Cross Channel Swim Sternwheeler at commercial dock	8 Event Site Booth: now closed ----- Finance software upgrade begins (8th-25th)	9 OneGorge, 3pm	10	11	12
13	14 URA - Streich, Davies 6pm	15 Lot 1 Public Meeting 5:30pm ----- Winter layover begins? M/Y Pastime (comm dock)	16	17 Marina Ad-hoc, 8am Shortt	18 Port Potluck Picnic Shelter (details to follow)	19
20	21 KIHR Radio, 8am	22 Commission Mtg, 5pm	23 Sea Bird (overnight) Commercial Dock	24 Sea Lion (overnight) Commercial Dock	25	26
27	28	29	30 Sea Bird (overnight) Commercial Dock	1	2	3
4	5	Notes Out of Office Laurie: 3-8; 18-22 Janet: 4				



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ES Host Report AUGUST 3-9:

MONDAY, AUGUST 3rd:

Cloudy, cool, quiet day with variable wind conditions. Spoke with a lady in the morning re: Not kiting in the launch area.....explained the bouy's.....explained the Sheriff boat/wave runners and possible ticket. Her response was: "Thank you for the 'heads up' and I will pass the info along to the rest of our group". It is ssssoooooo nice to have 'for real' consequences rather than just a rule. 🐾 Rerouted a couple of young fellows to Lot 1 for trainer kite flying. Minimal hamount of dog leashing ed today. Beach Sweep was light and believe it or not, the parking lot was empty 'before' lockup. 😊 Another cool, quiet night. zzz

TUESDAY, AUGUST 4th:

Sunny but not too hot and lovely, steady wind in the morning but up and down the rest of the day. Some dog leashing, curb parking and no kiting in the launch area education. Pretty quiet day overall though. Beach Sweep was fairly average and the lot was clear by 9:30. Quiet night.

WEDNESDAY, AUGUST 5th:

Very strong wind in the morning and much lighter in the afternoon. Some dog leashing, curb parking and rigging area education. Beach Sweep was light and the lot was clear before 9:30. Another quiet night. zzz

THURSDAY, AUGUST 6th:

Consistent, steady, lighter wind all day. Pretty busy as far as parking went. A 'whack' of kiting inside the bouy's.....probably the most we have seen all summer.....weird and quite frustrating. I bet there was at least 8 different kiders and many of them jibing on the inside multiple times. The worst times were between 4:30-8:00.....after the Sheriffs boat was off the water. ☐ We were able to speak with a few of them but certainly not all of them. We also spoke with some windsurfers jibing in the bay. Some dog leasing requests today....mostly repeat offenders. John spent close to an hour trying to locate the owner of a dog just wandering around the lot. He finally located the vehicle.....when the dog lead him to it. The dog had broken the leash and gone looking for the owner who was out kiting. The owner walked up as he was reattaching the dog. Later in the day a dog had a leash on and was sitting about 10 feet from the owner wrapping up his kite. When I went to pick up it's attached leash to hand to the owner, it snapped at me. Hopefully the message has now hit home that he needs to 'hold' the leash! Beach Sweep was fairly light and the lot was clear by 9:30 when Cole came to lock up. There was a group of young people having a fire on the Sandbar but they weren't too noisy so it was a fairly restful night. ☐

FRIDAY, AUGUST 7th:

Very quiet here with low/no wind for much of the day. It didn't take long for the parking lot to get busy once the wind picked up around 4:00. It was short lived as it died off about 6:00 and a lot of kiders were left to do self rescues. Quite a bit of dog leashing education. Casey did a drive through in the afternoon. Some rigging area education and only one curb parking reminder. Hopefully the water doesn't rise too much more or we are going to lose the Sandbar. A fair bit of gear was left for Beach Sweep. While doing Beach Sweep I was talking to a young fellow who kites all over the world. His comment was: "This is a very special site. The parking, the grass rigging and the Sandbar access are the best I have seen. The wind conditions are not as good as some other places though." The lot cleared by 9:45 and it was a cool quiet night.

SATURDAY, AUGUST 8th:

Very quiet in the morning but with pretty good wind. We left about 10:00 to go to the car show in The Dalles. We got back about 2:00 and the parking lot was already parked out with maybe 30 cars in Lot 1. The beach and Sandbar was a sea of people and equipment. The wind had already lightened up but there was still enough for the 24' boat class of racing to happen. So we had race boats, kites and a few windsurfers all competing for water real estate. I had comments from both a windsurfer and a kiter re: a sailboat not yielding to 'right of way' when they (the kiter and windsurfer) were basically floating due to no wind. In the case of the windsurfer....they actually bumped hulls when the sailboat overtook the windsurfer on the same tack and the keel of the boat passed directly under the board of the windsurfer. In the case of the kiter I believe the sailboat came close enough give the lady a good scare and her and her boyfriend simply packed up and went out to Lyle. Everything was pretty much shut down by dinner time. beach Sweep was light considering the number of users and the lot was clear by 9:30.

SUNDAY, AUGUST 9th:

Extremely light wind. Even the 24' sailboat race class tried to get off some races and then moved out to Stevenson. The wind finally improved about 5:00 enough for a lot of kites and a few windsurfers with big sails to get on the water. It really only lasted for an hour or so though. For the most part it was a SUP CITY type of day. There was the usual dog education. We had a fair number of kites still jibing inside the bouy's. We spoke with a couple of them but not all. Sadly, I think that it's going to take an actual citation to be given out before the message is taken seriously. Pepi has put a very good post on the kite forum and I know that some people have read it, I just wish more would. One vehicle received a sticker and was still in the lot Monday morning. It was a quiet night. ☺☐



Prepared by: Michael McElwee  
Date: August 18, 2015  
Re: Bridge Engineering Contract - Task Order 5

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On June 2, 2015, the Commission approved the Master Engineering Contract with HDR Engineers for various engineering tasks to be carried out in FY 15/16. One task that was anticipated but not included in the Master Contract was engineering analysis, plans and specifications associated with repair of the four Auxiliary Truss connections (“Project”).

Both engineering and construction of the Project is included in our FY 15/16 budget and is part of our near-term Bridge work plan. The recent Fracture Critical Inspection showed that the Project is a high priority and it is necessary to move forward with the work at this time. Task Order 5 will deliver bid plans, specifications and costs estimates that will be used in anticipation of repairs being carried out in spring and summer of 2016.

The budgeted fee for engineering associated with the project was \$80,000. HDR’s proposed fee is higher but appears reasonable for a project of this type.

**RECOMMENDATION:** Approve Amendment #1 (Task Order 5) to the contract with HDR Engineering, Inc. for services associated with repair of the Hood River Bridge auxiliary trusses not to exceed \$99,928 plus reasonable reimbursable expenses.

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## TASK ORDER 05

### SCOPE OF SERVICES for AUXILIARY TRUSS BRACE CONNECTION REPAIRS

August 13, 2015

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 16, 2015 ("the Agreement"). Engineer 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**

During the recent Fracture Critical Inspection required by the Federal Highway Administration, ODOT Bridge Inspectors re-examined cracked plates at the location of auxiliary truss brace connections. Repair of these connections is a long-standing issue. Since around 2009 the Port has collected data on the connections between the main deck truss and the auxiliary truss in anticipation of future repairs. In the Lower Chord painting Project completed in 2012, the Port was able to collect a complete inventory of all the brace connections, review the connections prior to, during, and after painting. This information and the recent inspection allow the Port to know if changes have occurred since painting.

The issue is fundamentally an incompatibility of movement occurring between the main deck truss, which supports the load of vehicular traffic, and the auxiliary truss, which braces the lift span towers. The braces that are connected between these two trusses are not capable of carrying the loads and movements induced by the two very different trusses. The auxiliary trusses were installed in the 1930's when the dams on the Columbia River were installed and the lift span was added. Over the decades since, damage has occurred in varying degrees and various attempts have been made to correct the issue. To date no complete solution has been identified or implemented.

Task Order #5 is intended to resolve this issue, completing a design up to the point of preparing bid plans and specifications in order to implement repairs in a construction contract. The scope includes a 3 step process as follows:

- **Step 1** - Collect specific field data on the brace geometry, connections, steel shapes, and damage. This is information never before collected during the biennial inspections and not on any drawings.
- **Step 2** - Perform structural analysis of the trusses, developing alternatives, articulating these to the Port, and providing a proposed solution to advance to final design.
- **Step 3** - Develop full plans, specs, engineering estimates for probably construction costs in preparation for a bid for construction.

In each step there will be check-in with the Port Commission and ODOT on findings, next steps, and cost updates for construction.

## PART 2.0 SCOPE OF SERVICES

### Task 1: Field Data Collection of Brace Connections

The Consultant shall:

- Review previously developed plans, reports, studies, and standards for information related to the auxiliary truss brace connections (braces). This information may include:
  - Biennial ODOT Bridge Inspection Reports
  - Inspection data and photos collected during the bridge painting project
  - Specialty calculations and reports related to the issue
  - Bridge plans and reports for configuration and detailing, specifically for the braces, auxiliary trusses, deck trusses, and all the elements needed to perform analysis
- Perform rope access site inspections to collect targeted information (dimensions, plate sizes, member sizes, bolt sizes, extents of damage, and other detailed information on the braces).
- Develop project specific design criteria that will be used for designing the retrofit of the braces.
- Meet with the Port staff and ODOT to explain the full scope of the damage, timeline, urgency for repairs, and discuss concepts for repair.
- Respond to comments from the Port. The comments will be incorporated into the final memo.

#### Assumptions

The following assumptions are made:

- Meetings will be at the Port offices.
- Rope access techniques will generally be used to minimize adverse impacts to traffic.
- Port will provide flagging and traffic control for access to the bridge.
- Data collection will be focused on the two spans adjacent to the lift span.
- Consultant shall provide three (3) attendees at meetings with the Port (Project Manager, Inspection Lead, Bridge Engineer).

#### Deliverables

The following items will be delivered to the Port:

- Inspection Plan including Safety Plan
- Photos and field collection data compiled as an attachment on a CD and delivered electronically
- Draft and final memorandum of field data collected
- Meeting notes for project specific meetings with the Port and ODOT

### Task 2: Structural Analysis & Repair Alternatives

The Consultant shall:

- Develop 2D structural models of the bridge main deck truss and auxiliary truss and tower.
- Analyze the structural models to determine the theoretical loads and deformations imposed into the auxiliary truss brace connections, and the bridge main truss frames.
- Develop alternatives to repair the damaged connections and any repairs that need to occur on the truss.
- Develop a list of recommended actions, next steps, and approximate construction costs for the alternatives.
- Provide recommended alternative that will be advanced to final design.

- Summarize analysis findings, conclusions, and recommendations in a draft and final brief memorandum for ODOT review
- Present analysis findings, conclusions, and recommendations to the Port Commission.
- Respond to comments from the Port. The comments will be incorporated into the final memo.

### Assumptions

The following assumptions are made:

- Meetings will be at the Port offices.
- Consultant shall provide three (3) attendees at meetings with the Port.
- Consultant shall provide one (1) attendees at the Port Commission meeting.

### Deliverables

The following items will be delivered to the Port:

- Draft and Final auxiliary truss brace connection repair alternatives memo
- Meeting notes for project specific meetings with the Port and ODOT

## Task 3: Final Design

The Consultant shall:

- Complete engineering analysis and prepare plans, specifications, and engineer's estimate of probable construction cost through each of the following stages of design for Port and ODOT review:
  - 60% Plans & Estimate for concept validation and confirmation with Port
  - 90% Plans, Specifications, and Estimate (PS&E) for final Port review and comment
  - 100% PS&E for final Port review, concurrence, and back-check
  - Fully stamped and signed PS&E for bid letting
- Develop calculation documentation which supports the development of the PS&E
- Perform Quality Control (QC) reviews on all deliverables prior to submitting to Port;

### Assumptions

The following assumptions are made:

- Meetings will be at the Port offices.
- Documentation shall be consistent with Consultants standard of practice.
- PS&E shall confirm to ODOT standards.
- Services for construction bidding and construction support are not included.

### Deliverables

The following items will be delivered to the Port, in both electronic and hard copy format:

- 60% Plans & Estimates
- 90% PS&E
- 100% PS&E
- Fully stamped and signed PS&E for construction bidding
- Quality control documentation consistent with Consultants standard of care
- Bridge calculations supporting the PS&E development



#### Task 4: 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 progress reports to the Port and identify budget status and tasks performed to date during the billing period.
- Schedule updates shall be provided with month progress reports;
- Correspond with Port regarding contracts, billing, expenses, earned value, deliverables;
- Perform Quality Control (QA) audits on all services prior to submitting to Port.

#### Deliverables:

The following items will be delivered to the Port:

- Invoices and progress reports

#### **PART 3.0 PORT'S RESPONSIBILITIES:**

Port shall provide the documents noted above and be available for communications as described herein. Port shall provide traffic control and access to the bridge for inspections. Port shall provide all drawings and reports available on the bridge.

#### **PART 4.0 PERIODS OF SERVICE:**

All work shall be completed by March 31, 2016. Notice to proceed to Consultant is assumed to be not later than August 31, 2015. .

It is the intent of the Port to bid the project for construction during late spring and summer 2016. . Consultant shall prepare PS&E with sufficient time to bid the construction project in the second quarter of 2016. .

Specific intermediate deliverable dates will be determined in coordination with the Port.

#### **PART 5.0 PAYMENTS TO CONSULTANT:**

The total fees for labor and expenses for this Task Order shall be a not-to-exceed amount of \$80,000 billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.88. 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.

#### **PART 6.0 OTHER:**

None

This Task Order is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

PORT OF HOOD RIVER  
"Port"

HDR ENGINEERING, INC.  
"Consultant"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Michael S. McElwee

NAME: David C. Moyano

TITLE: Executive Director

TITLE: Vice President

ADDRESS: 1000 E. Port Marina Drive  
Hood River, Oregon 97031

1001 SW 5<sup>th</sup> Ave  
Suite 1800  
Portland, OR 97204

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'B'

Port of Hood River - T05 Auxiliary Truss Brace Connection Repairs  
HDR Engineering, Inc. - Fee Estimate

Tasks	Project Resource	Bill Rate	Principal-in-Charge	Project Manager	Bridge Engr. / Inspection Lead	Bridge Inspector	Bridge Inspector	Bridge Engineer III (Designer)	Bridge Engineer III (Checker)	CAD Technician IV	Project Admin. Asst	Project Controller	Labor Hours	Labor Dollars	Telephone/ Printing/ Shipping	Travel/ Mileage/ Equipment Rental	Total Labor & Expenses
<b>1.0 Field Data Collection of Brace Connections</b>			\$240.31	\$198.32	\$156.93	\$131.56	\$118.08	\$124.70	\$128.97	\$98.93	\$49.19	\$90.00					
				2	2	4	4	8	2		2		24		\$ 50	\$ -	
				2	16	24	24	16					82		\$ 15	\$ 900	
				2	1	4	4	4	2	8	2		9		\$ 15	\$ -	
				2	2	4	4	8					32		\$ 25	\$ -	
				3	3			4					12		\$ 10	\$ 300	
			0	11	24	32	32	40	6	8	6	0	159	\$20,785	\$ 115	\$ 1,200	\$22,100
<b>2.0 Structural Analysis &amp; Repair Alternatives</b>																	
				2				60	4				66		\$ 15	\$ -	
				1	2		2	32	4				67		\$ 15	\$ -	
				2				4	2	24			8		\$ 15	\$ -	
				2	2			8					18		\$ 25	\$ -	
				4				4	2				8		\$ 25	\$ 300	
			0	11	4	2	2	108	12	24	4	0	167	\$20,895	\$ 95	\$ 300	\$21,290
<b>3.0 Final Design</b>																	
				4				60	4				72		\$ 15	\$ -	
				2				60	4	240			310		\$ 150	\$ -	
				2				12	4				26		\$ 15	\$ -	
				2				16	4				26		\$ 15	\$ -	
								4	4				12		\$ 15	\$ -	
			0	10	0	0	0	152	20	240	24	0	446	\$48,441	\$ 210	\$ -	\$48,651
<b>4.0 Project Management &amp; Administration</b>																	
				8				8					24		\$ 25	\$ 300	
				6									20		\$ 25	\$ -	
				4									12		\$ 25	\$ -	
			4	18	2	0	0	8	0	0	12	12	56	\$7,513	\$ 75	\$ 300	\$7,888
			4	50	30	34	34	308	38	272	46	12	828	\$97,633	\$ 495	\$ 1,800	\$99,928
			\$961	\$9,916	\$4,708	\$4,473	\$4,015	\$38,409	\$4,901	\$26,908	\$2,263	\$1,080					
				Total Hours													
				Total Dollars													



Prepared by: Brian Shortt  
Date: August 18, 2015  
Re: Executive Director Contract

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In our capacity as Personnel Committee, Vice-President Duckwall and I have discussed the employment contract of Michael McElwee. This is a normal step following the Executive Director's annual performance review.

We recommend that the Executive Director's contract be amended to provide for a CPI adjustment of 2.3% in FY 15/16.

A proposed contract amendment is attached.

**RECOMMENDATION:** Authorize Amendment No. 7 to the Employment Agreement with the Executive Director.

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## EMPLOYMENT AGREEMENT SEVENTH AMENDMENT

**RECITALS:**

The Port of Hood River (“Port”) and Michael McElwee (“McElwee”) entered into an Employment Agreement dated June 17, 2008, amended on June 23, 2009, July 20, 2010, July 12, 2011, July 12, 2012, June 19, 2013, and September 10, 2014 (“Employment Agreement”). McElwee and Port wish to amend the Employment Agreement to increase McElwee’s monthly salary effective July 1, 2015, by 2.3% (\$230.55).

**AGREEMENT:**Salary Change

Paragraph “5” of the Employment Agreement is amended by replacing the current last sentence with the following new last sentence:

“Effective July 1, 2015, the Port will pay the Executive Director for services rendered a monthly salary of \$10,254.55.”

Except as modified by this Seventh Amendment all terms of the Employment Agreement remain unchanged and in full force and effect.

DATED: \_\_\_\_\_, 2015

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
Michael McElwee, Port Executive Director

\_\_\_\_\_  
Brian Shortt, Port Commission President

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Prepared by: Michael McElwee  
Date: August 18, 2015  
Re: IGA Regarding Strategic Business Plan



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In 2012 the State of Oregon completed a state-wide Strategic Plan for Oregon Ports (“Plan”). The Plan required all ORS 777 ports in Oregon to prepare individual Strategic Business Plans (“SBP”) and submit them for review by Oregon Business Development department (“OBDD”). After SBP approval, the Plan anticipated each port would enter into an Intergovernmental Agreement (“IGA”) with OBDD. This step was intended to formalize the commitment each port would make to comply with its SBP after adoption. Taken together, these actions were intended to demonstrate that all Oregon ports were being managed well and responsive to public agency laws, policies and best practices.

The Port of Hood River completed its SBP in January 2014. Since that time, staff has been in periodic negotiation with OBDD staff about the form and content of a final IGA. Although most of an IGA is standard for all ports, some of it is specific to each individual port and the IGA language has evolved somewhat since the first ones were executed. There have been lengthy delays in the negotiation process as OBDD staff has needed to devote considerable time to dredging and other issues associated with coastal ports.

The attached IGA is now ready for review and approval. Because there may be some final changes from OBDD legal staff the proposed motion includes some flexibility for our Port’s general counsel to address these changes before execution of the IGA.

**RECOMMENDATION:** Approve Intergovernmental Agreement with State of Oregon Business Development Department subject to final changes approved by legal counsel.

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**Intergovernmental Agreement**  
**Establishing a Business Relationship**  
**Between the**  
**Oregon Infrastructure Finance Authority**  
**And**  
**Port of Hood River, Oregon**

This Intergovernmental Agreement (“IGA” or “Agreement”) is made by and between the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department (“Department”), and the Port of Hood River (“Port”) an Oregon Municipal Corporation.

**Recitals**

**A.** At the direction of key state legislators and the Oregon Business Development Commission, the Department, in Spring 2009, commenced a statewide strategic planning effort in order to determine what the State of Oregon’s interest and involvement in Oregon’s 23 port districts should be. The result of this process was the “Ports 2010: A New Strategic Business Plan for Oregon’s Statewide Port System” (as modified or supplemented from time to time the “Statewide Ports Strategic Plan” or “Plan”).

**B.** On May 12, 2010, the Infrastructure Finance Authority (“IFA”) board unanimously approved the Statewide Ports Strategic Plan. This approval included a request and recommendation that the Oregon Business Development Commission endorsed the Statewide Ports Strategic Plan as the Department’s policy and guideline for state/port relations, activities and investments.

**C.** On September 24, 2010, the Oregon Business Development Commission endorsed the Statewide Ports Strategic Plan and adopted the Plan as the Department’s policy and guideline for State/Port relations, activities and investments.

**D.** The Statewide Ports Strategic Plan, published in October 2010, requires that port districts enter into intergovernmental agreements with the Department if they want to receive Department staff support and funding assistance.

**E.** Pursuant to ORS 190.110, the Port desires to enter into this Agreement in order to be eligible for coordinated funding programs; state advocacy and support on business development, regulatory and legislative matters; and state supported training and certification programs from the Department.

**F.** Pursuant to ORS 190.110, the Department desires to enter into this Agreement to assure that (1) funding for Port projects is tied to state priorities, including key industries; (2) there is a return on investment (“ROI”) for state investments; (3) the Port develops and maintains the ability to operate

and maintain its capital facilities; (4) the Port is committed to compliance with state and federal directives; and (5) the Port is held accountable for the proper use of state funds.

## **Agreement**

### **Section 1: Purpose**

This IGA is intended to (a) implement the Statewide Ports Strategic Plan by evidencing the commitment of the Department and the Port to the policies and guidelines set forth in the Plan and (b) provide a description of the roles and responsibilities of and actions to be undertaken by the Department and the Port.

### **Section 2: Appendix A and Appendix B to the Agreement**

Appendix A that is attached to this Agreement sets forth certain representations and facts related to the Port. The Port may update these representations and facts whether through Port Commission resolution or administrative action by written notice and website citation as applicable to the Department.

Appendix B that is attached to this Agreement sets forth certain representations and facts related to the Department. The Department may update these representations and facts by written notice and website citation as applicable to the Port.

### **Section 3: Port's Acknowledgement**

The Port acknowledges that it has read and understands the Statewide Ports Strategic Plan and agrees that it will use its best efforts to implement the policies and conform to the guidelines set forth in the Plan. The Port also understands and acknowledges that the Department is relying on the Port's commitment as set out in this Agreement when making any decisions regarding the award of grants, loans, or technical assistance to the Port pursuant to ORS 285A.600-732 and that the Port's compliance with the terms of this Agreement is required for the Port to be eligible for any grant, loan or technical assistance award.

### **Section 4: Port's Representations**

The Port represents and warrants to the Department the following:

**4.1 Organization and Existence:** The Port is duly and validly organized and in existence as a port under ORS Chapter 777 and a special district pursuant to ORS 198.010(20).

**4.2 Authority:** The Port has full legal right, power, and authority to execute and deliver this Agreement and to incur and perform its obligations under this Agreement.

**4.3 Authorization:** This Agreement and the Port’s execution and delivery hereof have been duly authorized by the Port governing body, and this Agreement has been duly executed and delivered on behalf of the Port by an authorized officer of the Port. This Agreement has been authorized by official action of the governing body of the Port in accordance with applicable law and the Port’s requirements for filing public notices and holding public meetings.

**4.4 Enforceability:** This Agreement constitutes the legal, valid and binding obligation of the Port enforceable in accordance with its terms, subject to the laws of bankruptcy and other similar laws affecting the enforcement of creditors’ rights generally.

**4.5 No Breach:** The authorization, execution and delivery of this Agreement by the Port and the performance by the Port of its obligations hereunder will not result in any breach of, or default under any of the terms of, any existing ordinance, order or resolution, or Department loan agreement or instrument to which the Port is a party or by which the Port or any of its property may be bound, except as previously disclosed in writing to Department. Nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Port was created or established or any laws, rules, regulations, ordinances, orders, resolutions, loan agreements or court orders to which the Port or its properties or operations is subject.

**4.6 Continuing Representations:** The representations and warranties of the Port contained herein are true on the Effective Date of this Agreement and will remain true at all times thereafter until the final performance, observance and discharge of all duties, covenants, agreements and obligations of the Port under this Agreement, except that the representations of the Port contained in Appendix A may be updated by the Port from time to time by written notice to the Department.

## **Section 5: Conditions Precedent to this Agreement**

This Agreement is not effective until the date (“Effective Date”) that this Agreement is fully executed, it has received all required approvals and the following have been delivered to the Department, in form and substance satisfactory to the Department and its counsel:

A certified copy of the meeting minutes, resolution or ordinance documenting the official action of the Port authorizing the execution, delivery and performance of this Agreement shall also be posted on the Port website. Meeting minutes, budget meeting minutes, resolutions and ordinances shall be posted to the Port website not less than four weeks after the applicable meeting(s).

## **Section 6: Roles, Responsibilities & Commitments of the Department**

The Department, in order to fulfill the recommendations of the Statewide Ports Strategic Plan, agrees to undertake the following implementation actions:

**6.1 Revise State Ports Program Institutional Structure:** The Department shall restructure its Ports Program so as to promote the coordination of State/Port-related functions. In the short-term (defined as up to three years), the Department shall endeavor to establish memoranda of understanding with other relevant State agencies to obtain commitments for assistance with the Port Program. Over the

longer-term (three to ten years), the Department shall use good faith effort to provide additional technical assistance including coordination for environmental compliance, regulatory agency reviews, and permitting on major Port projects requiring environmental review.

**6.2 State and Federal Coordination:** The Department shall continue to provide federal coordination assistance on funding requests and regulatory and permitting issues. The Department will use good faith efforts to include in any memoranda of understanding described in Section 6.1 above ways to streamline permitting and regulatory processes where practical, while also supporting regional efforts aimed at accomplishing the same goal with federal agencies. The Department will cooperate with the Oregon Public Ports Association (“OPPA”) to convene the cargo ports to discuss and identify priorities for marine transportation system navigation improvements, dredging, and jetty repairs and coordinate federal funding requests based on those priorities to the Oregon congressional delegation.

**6.3 State-wide Capital Facilities Plan for Ports:** To assist all ports with their capital facilities funding needs the Department will work with OPPA and the ports to create a six-year state-wide Capital Facilities Plan (“CFP”) identifying the top state-wide priorities for state funding and existing funding sources as well as any shortfall of funds for projects. The projects will be based on rankings developed by a committee appointed by OPPA with Department participation and separated into small/medium and large port categories. The CFP will be updated every biennium.

**6.4 Funding of Port by the Department:** The following eligibility criteria shall apply to any Port request(s) for funding from the Department:

**6.4.1** The Port shall be in compliance with the terms of this Agreement.

**6.4.2.** The Port shall submit and receive approval from the Department for periodic updates to its Strategic Business Plan.

**6.4.3** The Port shall have a current basic Capital Facilities Plan identifying its capital project priorities.

**6.4.4.** The Port shall be in compliance with the terms of any loan agreements or other funding agreements between the Port and the Department.

The Port understands and acknowledges that it may not in fact be awarded funding it seeks due to lack of funds, or as the result of an underwriting analysis done by the Department at the time of the Port’s application for funding. This Agreement is not a commitment by the Department to provide the Port with any funding.

**6.5 Training Program:** Working with OPPA and the Special Districts Association of Oregon (“SDAO”), the Department will seek to identify appropriate training programs and opportunities for Port Commissioners, Port CEOs, and other Port employees.

## Section 7: Roles, Responsibilities & Commitments of the Port

The Port is responsible for managing the Port's assets and liabilities within the district. In order to fulfill its obligations under this Agreement, the Port agrees to implement the following required policies, plans and programs:

**7.1 Port Plan:** The Port shall maintain a Strategic Business Plan and a Capital Facility Plan (collectively and individually without distinction "Port Plan"), and seek to update them every five years or if required by circumstance. The Port Plan must be consistent with the templates included in the Statewide Ports Strategic Plan. The Department will provide funding assistance to support those planning efforts set forth in Appendix A, subject to the availability of funds, the Department's approval of Port's application, the requirements of program rules and the execution of a funding contract. The Port shall identify one or more core functions that the Port provides and current and new industries and economic development that the Port expects to support and promote. Targeted industries in the Port's Strategic Business Plan must be consistent with the Department's identified key industries list or regionally important industries identified in the Port's Strategic Business Plan.

**7.2 Planning Process:** When preparing or updating its Port Plan, the Port shall prepare, distribute and publicize a work program and schedule for the planning process. The work program must identify specific opportunities for government stakeholders, residents of the district and Port businesses and tenants to submit to the Port verbal and written comments on the draft interim and final components of the Port Plan. The Port's Strategic Business Plan must also identify links to the Department's key industries or regionally important industries, including new or emerging industries, which the Port's activities or facilities support.

**7.3 Training:** The Port will work to ensure that newly elected Port Commissioners undergo the general board training provided by SDAO and any specialized training provided through OPPA by adopting policies on board and staff training. Ongoing board training and other training opportunities for sitting Port Commissioners and the Port CEO should be encouraged to remain current on statutory and policy changes (see Appendix A).

**7.4 New Business Opportunities:** The Port will evaluate the suitability of new business opportunities based their market feasibility, the Department's key industry list and the regionally important industries identified in the Port's Strategic Business Plan. To qualify for Department funds to attract a new business, the Port shall conduct a market feasibility study or provide a determination, subject to review and approval by the Department, demonstrating that the business opportunity is consistent with the Port's Strategic Business Plan.

**7.5 Governance:** The Port shall comply with its Governance Policy (adopted July 12, 2012) consistent with best management practices and in conformance with state statutes including ethics laws pertaining to conflict of interest and fiduciary responsibilities. The Governance Policy shall be updated from time to time based on Special Districts Association of Oregon (SDAO) sample policies or other best practice examples .

**7.6 Plan Amendment:** The Port may amend its Port Plan in response to unforeseen business opportunities or circumstances. Any amendments to a Port Plan in response to unforeseen business

opportunities or circumstances must be consistent with the requirements of this Agreement and may be noticed to the Department in writing or by email, and through website citation.

**7.8 Audit:** The Port shall cooperate in any review of the Port's audit that is done by the Oregon Secretary of State's Audit Division. The Port shall notify the Department of any delay in filing its annual audit with the Oregon Secretary of State's Office within one calendar week of the identified filing date.

## **Section 8: Reporting Requirements**

**8.1 New Department Programs:** The Department shall, from time to time, update the Port on the implementation of any new programs.

**8.2 Reports:** The Port shall comply in a timely manner with all reporting requirements set forth in its funding agreements with the Department.

**8.3 Notification of Meeting Dates and Plan Changes:** The Port shall regularly update their website with public, ~~or~~ commission or budget meeting dates. They shall in a timely manner provide to the Department draft plan components for all planning and marketing programs (such as the Strategic Business Plan, and Capital Facilities Plan), when in process.

## **Section 9: General Terms**

**9.1 Term; Termination:** The term of this Intergovernmental Agreement commences on the Effective Date of this Agreement and ends on the anniversary of the Effective Date; provided however that this Agreement becomes renewed automatically unless either party gives to the other notice at least thirty (30) days prior to the then effective end date of the term.

This Agreement may be terminated by written mutual consent of the parties. In addition, this Agreement may be terminated by either party with not less than ninety (90) days' written notice to the other party.

Termination of this Agreement does not terminate any other agreement between the Department and the Port unless the other agreement expressly so provides.

**9.2 Notice:** Except as otherwise expressly provided in this Agreement, any notices required or permitted to be given hereunder must be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to the Department or the Port at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed becomes effective five (5) days after mailing. Any communication or notice delivered by facsimile becomes effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the party receiving the communication, or on the next business day, if transmission was outside normal business hours of the party receiving the communication. Any communication or notice given by personal delivery becomes effective when actually delivered.



Notices to Department:

Oregon Business Development Department  
775 Summer Street N.E., Suite 200  
Salem, OR 97301-1280  
(Attention: Dave Harlan, Ports Program and Policy Manager)  
Facsimile Number: (503) 581-5115

Notices to Port:

Port of Hood River  
1000 E. Port Marina Drive  
Hood River, Oregon, 97031  
(Attention: Michael S. McElwee, Executive Director)  
Facsimile Number: (541) 386-1395

**9.3 No Third Party Beneficiaries:** Department and the Port are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or is to be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**9.4 Independent Contractors:** The parties agree and acknowledge that their relationship is that of independent contracting parties and that the Port is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

**9.5 Successors and Assigns:** This Intergovernmental Agreement inures to the benefit of and is binding upon the Department and the Port and their respective successors and permitted assigns. Port shall not assign or transfer any interest in this Agreement without the prior written approval of Department.

**9.6 Amendments:** This Intergovernmental Agreement may be amended only by an amendment signed by both parties. No waiver or consent shall be effective unless in writing and signed by the party against whom enforcement is sought.

**9.7 Severability:** In the event any provisions of this Intergovernmental Agreement are held invalid or unenforceable by any court of competent jurisdiction, such holding does not invalidate or render unenforceable any other provisions hereof

**9.8 Headings:** All headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**9.9 No Construction against Drafter:** Both parties acknowledge that they are each represented by and have sought the advice of counsel in connection with this Agreement and the

transactions contemplated hereby and have read and understand the terms of this Agreement. The terms of this Agreement are not to be construed against either Party as the drafter hereof.

**9.10 Governing Law:** This Agreement is to be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

**9.11 Counterparts:** This Agreement may be executed in several counterparts, each of which constitutes an original and all of which when taken together constitutes one agreement binding on all parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives. The Port, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through the  
Oregon Infrastructure Finance Authority  
of the Business Development Department

**PORT OF HOOD RIVER**  
AN OREGON MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Lynn Schoessler, Executive Director

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

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

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

## **APPENDIX A - Port**

**1. Port Contact Person.** The Port's contact person for this Agreement is Michael S. McElwee, Executive Director.

**2. Certain Representations of the Port.**

**2.1** The governing body of the Port is the Board of Commissioners, comprised of five members, who are elected for four (4) year terms. Two (2) commissioners appear on the general election ballot every 4th year, and three (3) commissioners appear on the ballot every 4<sup>th</sup> year. The chief executive officer of the Port is Michael S. McElwee.

**2.2** The Port's primary business lines include: real estate development and management, marina operations and management, economic development, airfield operations and navigation channel maintenance advocacy. The Port's activities and facilities support: regionally important manufacturing, transportation, agriculture, food processing, fermentation, high technology and tourism/recreational industries.

**3. Additional Criteria for Funding Eligibility.** Below are additional eligibility criteria for review of the Port's request(s) for funding by the Department:

**3.1 Commitment to Implement Strategic Plan:** Demonstrate good faith effort to follow and implement the adopted Port of Hood River Strategic Business Plan as demonstrated by activities included in the adopted annual budget

**3.2 Governance Policies:** Maintain and adhere to the Commission Governance Policy adopted by the Port of Hood River on July 10, 2012.

**3.3 Capital Facilities Plan:** To comply with the requirement in 6.4.3 regarding a current Capital Facilities Plan the Port shall develop and maintain a basic Capital Facilities Plan (CFP) as recommended or identified by its adopted January 14, 2014 Strategic Business Plan. Site specific Capital Facilities Plan may be developed as components of the port's overall CFP. The Port will routinely review and update its CFP as part of its annual budget process.

**3.4 Best Management Practices:** Maintain and adhere to the Financial Administrative Policies and Procedures adopted January 14, 2014, and other appropriate best management practice policies and shall review and update its environmental management policies related to activities and facilities, including Port lease policies and documents.

**4. Department's Funding Assistance for Port Planning Efforts.** Consistent with the terms of item 7.1 of this IGA, the Port may submit funding applications for up to two planning efforts for projects listed below per biennium contingent on the availability of funds. Consideration may be given for funding additional projects for unanticipated opportunities.

**5. Training.** The Port shall require that its Commissioners, CEO and at least one other employee undergo SDAO or other approved training in accordance with the following schedule:

All newly elected or appointed Commissioners shall participate in relevant SDAO board training within one (1) year of their election or appointment. All sitting Commissioners will participate in recurring training at least once per term. The Executive Director and (designated assistant manager) will participate in port specific training at least once a year. Training requirements can be met through participation in SDAO programs, OPPA meetings, or other appropriate training sessions or meetings. Port Commissioners and other staff will be encouraged to participate in additional training and development activities according to the Port’s Training and Development policy.

**6. Other.** Items will be added to this list when deemed mutually acceptable to the Port and the Department.

<i><b>TASK</b></i>	<i><b>TIMELINE</b></i>
Subdivision plan for Lot #1 on the Hood River Waterfront.	March 2016
Waterfront Parking Strategy	May 2016
Market Analysis of Hanel Mill Site	June 2016

## **APPENDIX B - Department**

- 1. Department Contact Person.** The Department's Ports Program Manager (or other designated staff), Dave Harlan, will serve as the Department's contact person for this Agreement.
- 2. Notifications of Meeting Dates and Plan Changes.** The Department shall regularly update the Port on public or Oregon Business Development Commission meetings. On request the Department shall provide in a timely manner examples to the Port of components for all planning and marketing programs (such as the Strategic Business Plan, marketing plans and capital facilities plans) when any changes/updates are in process.
- 3. Training.** The Department shall on request shall identify or confirm in a timely manner training opportunities for Port elected officials, the Port CEO and other Port staff that will assist the Port in meeting the training requirements of this Agreement.
- 4. Best Practices Handbook.** The Department shall identify and distribute Best Management Practices policies, examples and related training opportunities to the Port.
- 5. Federal Advocacy:** The Department will continue to provide good faith advocacy and assistance to the Port on federal navigation channel operations and maintenance and other port-related federal policies and funding opportunities..
- 6. Project Coordination:** The Department will provide good faith project coordination with other state and federal agencies as requested by the Port.

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