



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
Tuesday, August 21, 2018
Marina Center Boardroom

3:00 P.M.
Work Session

1. Development Planning (*Anne Medenbach*)
 - 2018 Real Estate Portfolio Analysis
 - Maritime Site Evaluation Tool
 - Maritime Site Plan Alternatives
-

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
2. **Open Public Hearing for First Reading of Port Ordinance 23-2018, Governing Conduct at the Ken Jernstedt Airfield and Replacing Ordinance 23**
 - a) Authorize reading of Ordinance by Title Only
3. Public Comment (5 minutes per person per subject; 30-minute limit)
3. Consent Agenda
 - a. Approve Minutes of July 31, 2018 Maritime Site Development Work Session and Regular Session (*Jana Scoggins – Page 23*)
 - b. Approve Lease Addendum No. 1 with Hood River Yacht Club, Inc. (*Daryl Stafford – page 27*)
 - c. Approve leases for the Shell Dock Light Watercraft Racks, subject to legal counsel review. (*Daryl Stafford – page 31*)
 - d. Approve Accounts Payable with Jaques Sharp in the Amount of \$7,892.50 (*Fred Kowell – Page 45*)
4. Reports, Presentations and Discussion Items
 - a. Hood River City Planning Director, Dustin Nilsen – Waterfront Refinement Plan Zoning (*Anne Medenbach – Page 49*)
 - b. 2018 Summer Intern Project Reports
 - a. Aidan Liddiard – Wetland Mitigation and Land Development Report
 - b. Connor Truax – Public Information Video Production Report
 - c. Financial Report for the 12 Months Ended June 30, 2018 (*Fred Kowell – Page 63*)
 - d. Bridge Replacement Project Update (*Kevin Greenwood – Page 73*)
 - e. 2018-19 Executive Director Work Plan (*Michael McElwee – Page 85*)
5. Director's Report (*Michael McElwee – Page 91*)
6. Commissioner, Committee Reports
 - a. Airport Advisory Committee
 - b. Marina Committee
7. Action Items
 - a. Approve 2018 Real Estate Asset Strategy Staff Recommendations (*Anne Medenbach – Page 99*)
 - b. Approve Contract with Solmar Hydro Inc. for Underwater Imaging of Hood River White Salmon Interstate Bridge Not to Exceed \$23,637 (*Michael McElwee – Page 101*)
 - c. Approve Task Order No. 8 with HDR Engineering for Engineering Services Related to Bridge Repairs Not to Exceed \$60,000 (*Michael McElwee – Page 119*)

- d. Approve Task Order No. 5 with P-Square, LLC not to exceed \$343,793 for Programming Services Related to the License Plate Recognition System (*Fred Kowell – Page 127*)
- e. Approve Contract with Akana Engineering for Environmental Technical Assistance Not to Exceed \$25,000 (*Kevin Greenwood – Page 141*)
- f. Approve Amendment No. 1 to Contract with Clary Consulting for Technical Assistance Related to Bridge Replacement Not to Exceed \$10,000 (*Kevin Greenwood – Page 157*)
- g. Approve Agreement with PFM Financial Advisors, LLC for Financial/Municipal Consulting Services (*Fred Kowell – Page 161*)
- h. Approve Tenth Amendment to Employment Agreement with Executive Director Michael McElwee (*Hoby Streich – Page 175*)

8. Commission Call

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.*

Commission Memo



Prepared by: Anne Medenbach
Date: August 21, 2018
Re: Ordinance 23-2018 First Reading

This is the first of two public hearings and the first reading of Port Ordinance 23-2018.

The Port of Hood River implemented Ordinance 23 in 2011. The purpose of the ordinance was to clearly define correct procedures for access and operations (take offs and landings) at the Ken Jernstedt Airfield. The ordinance formalizes the Port's authority to act should an airport user carry out access or operations procedures incorrectly. Ordinance 23 requires updating for the following reasons:

- a. The glider operation area has moved.
- b. The 2013 runway shift project in addition to other physical airport changes require an update to the Ordinance exhibits.
- c. Clarification was needed to general definitions to include current airport conditions and planning as well to minimize redundancy.
- d. Further definition of Minimum Standards is needed.

The Airport Advisory Committee and the Fixed Base Operator have both reviewed and provided input on the new draft ordinance.

As airport operations grow and land is further developed, it is staff's opinion that the Port will see an increase in the diverse types of businesses wanting to operate on the airport. To ensure safety and efficiency as well as clarity for those potential new and current users, this update to Ordinance 23 and the imposition of new Minimum Standards is timely. A second reading of Ordinance 23-2018 is expected in September as part of the normal Ordinance adoption process. If approved, updates to lease agreements, concession agreements and the FBO agreement can occur in a cohesive manner.

RECOMMENDATION: Discussion.

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ORDINANCE NO. 23 - 2018

AN ORDINANCE REGULATING CONDUCT AT THE KEN JERNSTEDT AIRFIELD AND SUPERSEDING AND REPLACING PRIOR ORDINANCE 23, DATED MAY 24, 2011

WHEREAS, the Port of Hood River, a public authority created pursuant to the laws of the State of Oregon, and owner and operator of Ken Jernstedt Airfield, possesses the authority to adopt ordinances in furtherance of the safety and welfare of the users of Ken Jernstedt Airfield and the general public, and to enforce the provisions of those ordinances;

WHEREAS, increasing use of the Ken Jernstedt Airfield, the need to clarify use procedures for airport improvements, the need to improve safety and requests by the Federal Aviation Administration require the formulation and implementation of the following Ordinance regulating use and activity at Ken Jernstedt Airfield;

NOW, THEREFORE, the Port of Hood River finds and ordains as follows:

SECTION 1. Scope of Ordinance. This Ordinance regulates conduct at the Ken Jernstedt Airfield.

SECTION 2. Definitions. Unless the context requires otherwise, for purposes of this Ordinance the following definitions apply, whether or not capitalized in the Ordinance text:

a. **"Alternative Grass Landing Area" or "AGLA"** means the grass area at the east end of the Airport and parallel to Runway 7/25 intended to accommodate aircraft landings. The AGLA is an alternative landing area but an integral part of Runway 7/25. The AGLA is shown on Exhibit 'A' attached hereto and incorporated herein by reference.

b. **"AGLA Procedures"** means Federal Aviation Administration approved rules that establish use of the AGLA, stated in Exhibit 'C', attached hereto and incorporated herein by reference.

c. **"Aircraft"** means any device that can be used for human flight, other than Ultralight vehicles as defined in Federal Aviation Regulation§ 103.

d. **"Airfield"** means any runway, taxi-way and area between a runway and taxi-way, and includes areas extending westerly and easterly beyond any runway and taxi-way, and all other areas used for "aviation activity" as defined below including within the Airport "Runway Protection Zone", as defined by the Federal Aviation Administration.

e. **"Airport"** means all real property owned or controlled by the Port that constitutes the area commonly known as the Ken Jernstedt Airfield, a public general aviation airport in Hood River County, bounded on the west by Tucker Road and on the east by vacated Orchard Road. To the North by Western Antique Aviation Auto Museum land and to the South by Airport Drive and private land, as shown on Exhibit 'A' attached hereto, and as may be

extended hereafter, including any Port structures or fixtures thereon.

f. **"Airport Administration Building"** means the structure(s) where the FBO conducts business, including areas within an FBO structure designated to be accessible to the general public.

g. **"Airport Road"** means the road south of and adjacent to the Airport.

h. **"Aviation Activity"** means parking, moving, operating, maintaining, modifying or repairing Aircraft on the Airport.

i. **"Board"** means Port of Hood River Board of Commissioners.

j. **"Camp"** means erecting a tent or shelter, arranging bedding or occupying a parked vehicle, trailer or camper for purposes of, or in such a way as will permit, sleeping or remaining overnight.

k. **"Commercial Activity"** means any Aviation Activity which originates at the Airport, is made available to the general public or involves two or more persons or entities, and is undertaken for profit or personal financial gain, irrespective of where or when payment occurs. Payment includes all forms of compensation, including financial, trade and donations.

l. **"Commercial Glider Operator"** means a person or business that is authorized by the Port to provide glider services to the public as a Commercial Activity.

m. **"Commercial Operator"** means any person or entity that carries out a Commercial Activity at the Airport.

n. **"Concession Agreement"** means a fully executed written agreement between the Port and a person or business entity authorizing the use or establishment of facilities for a Commercial Activity and setting forth the terms and conditions under which the Commercial Activity may take place.

o. **"Executive Director"** means the person the Board has appointed to act as the general manager of all Port operations.

p. **"FAA"** means the Federal Aviation Administration.

q. **"FARs"** means Federal Aviation Regulations which are regulations implemented by the FAA governing aviation activity within the United States and are designed to promote aviation safety and the safety and welfare of the general public.

r. **"FBO"** means the Fixed Base Operator who may be a Port employee, or may be a commercial entity or person having an agreement with the Port to manage aspects of Airport operations and conduct certain Commercial Activity including aircraft maintenance, instruction and retail sales and may be the authorized representative of the Port under designated circumstances; the FBO shall include owners or employees of the FBO or FBO contractors permitted by the Port to perform FBO functions.

s. **"Glider"** means a heavier-than-air Aircraft, that is supported in flight by the dynamic reaction of the air against its lifting surfaces and whose free flight does not depend principally on an engine.

t. **"Glider Flight Activity"** means final preparation of a Glider for launch prior to takeoff, moving a Glider to a takeoff location, and moving a Glider away from the area where a Glider has landed.

u. **"Glider Operations Area"** means the Airport areas shown on Exhibit 'A' and on Exhibit 'B' attached hereto and incorporated herein by reference, designating where Gliders are prepared for launching, launched, brought after landing, and temporarily parked during Glider Flight Activity.

v. **"Glider Support Area"** means that Airport area shown on Exhibit 'A' and Exhibit 'B' attached hereto and incorporated herein by reference, designating the area where all persons not directly involved in Glider Flight Activity but interested in observing Glider Flight Activity, gather; where recreational Glider pilots meet immediately prior to launch; and where Commercial Glider Operators meet with customers to transact business, including registering customers for Glider flights. Glider Flight Activity is prohibited in the Glider Support Area.

w. **"Instrument Flight Rule"** means Port and/or FAA adopted rules governing procedures for conducting instrument flight.

x. **"Limited Access Areas"** means those areas of the Airport the Port has made available to tie down Aircraft or to provide access to T-Hangars for use by Airport tenants or persons moving Aircraft, shown on Exhibit 'A' attached hereto and incorporated herein by reference.

y. **"Motor Vehicle"** means any self-propelled device or device designed for self-propulsion, in, upon or by which any person or property is or may be transported or drawn upon a street, roadway or path, but does not include a vehicle designed for flight.

z. **"No Access Areas"** means those areas where no pilot or public access is permitted unless a legal right exists, because the areas are leased for Commercial Activity, are used for Port purposes, or contain critical weather-related apparatus, shown on Exhibit 'A' attached hereto and incorporated herein by reference.

aa. **"Non-Commercial Operator"** means any person or entity that carries out Aviation Activities at the Airport other than a Commercial Operator.

bb. **"NOTAM"** (Notice-To-Airmen) means a notice containing timely information on unanticipated or temporary changes to components of hazards in the National Airspace System (NAS). Component changes may pertain to facilities, services, procedures or hazards in the NAS. A NOTAM provides information that becomes available too late to publish in the associated aeronautical charts and related publications. The NOTAM system is not intended to be used to impose restrictions on airport access for the purpose of controlling or managing noise, or to advertise data already published or charted.

cc. **"Official Sign"** means all signs, signals, markings, devices and placards placed, erected or provided by the Port or Port designee for the purpose of guiding, directing, warning or regulating Aircraft, Motor Vehicle traffic or personal conduct.

dd. **"Peace Officer"** means a Peace Officer appointed by the Port pursuant to ORS 777.190, or a Peace Officer as defined in ORS 161.015.

ee. **"Pilot in Command"** means the person responsible for the Aircraft as defined by FAA regulations.

ff. **"Port"** means Port of Hood River.

gg. **"Port Tenant"** means any person or business that has entered into a lease or rental agreement with the Port or FBO including renting T-Hangars, Tie-Downs or commercial properties at the Airport.

hh. **"Restricted Access Areas"** means an aircraft runway, all taxi-ways, and areas within 150 feet of a runway or taxi-way at the Airport, shown on Exhibit 'A' attached hereto and incorporated herein by reference.

ii. **"UNICOM"** (Universal Communications) means a ground-to-air radio communication station that may provide airport advisory information to aircraft pilots and persons involved with aviation activity.

jj. **"Ultralight"** is any Aircraft meeting the definitions set forth in FAR Part 103.1.

SECTION 3. Commercial Activity. No person shall engage in any Commercial

Activity at the Airport without the prior approval of the Port, under the terms and conditions prescribed by the Port.

When the Port determines that a person proposes to engage in Commercial Activity at the Airport in the future, the Port may grant that person permission to do so, may issue a Concession Agreement, may require the person to enter a lease or may deny permission to do so.

Minimum Standards, which are adopted by the Port by resolution, outline the type of activities, both commercial and non-commercial that may be carried out at the Ken Jernstedt Airfield as well as the basic requirements for each activity type. These Minimum Standards ensure that each Commercial and Non-Commercial Operator is held to uniform standards to ensure efficient, non-discriminatory and safe operations at the Airport. All persons engaging in Commercial and Non-Commercial Activities at the Airport must comply with Port resolutions establishing Minimum Standards.

SECTION 4. Littering. No person shall litter at the Airport. Littering is defined as the dumping, throwing, placing, depositing or leaving, or causing to be dumped, thrown, deposited or left any refuse of any kind or any object or substance which tends to pollute, mar or deface.

SECTION 5. Fireworks. No person shall ignite fireworks or similar incendiary devices of any kind at the Airport whether legally allowed in Oregon or not.

SECTION 6. Animal Control. No person shall allow a domestic animal which the person owns or for which he or she is caring to be on the Airport unless the animal is on a leash and under the person's control at all times.

SECTION 7. Camping. No person shall camp at any time on the Airport unless the person has written permission to do so from the FBO or Port.

SECTION 8. Hunting. No person shall discharge firearms, hunt, or attempt to trap animals on the Airport unless the person has received written permission to do so from the Port.

SECTION 9. Fires. No person shall build or attempt to build a fire on the Airport.

SECTION 10. Access Prohibitions. No person shall be on any portion of Limited Access Areas, Restricted Access Areas or No Access Areas unless one or more of the following conditions are met:

a. In the Limited Access Areas, they are a Port Tenant or an invited guest of a Port Tenant, a pilot with a legal right to use an Aircraft located at the Airport, or an invited guest under the direct supervision of a Pilot in Command who has a legal right to use an Aircraft located at the Airport.

b. In the Restricted Access Areas, they are a Pilot in Command of an Aircraft or a guest of the Pilot in Command and under the direct supervision of the Pilot in Command of an Aircraft.

- c. In the No Access Areas, they are a Port Tenant authorized by the Port to be there or an invited guest of a Port Tenant authorized to be there.
- d. They have permission from the Port or the FBO to be there.
- e. They are a Port employee or FBO, or a Port or FBO contractor with permission to conduct authorized business and are doing so.
- f. In the case of an emergency requiring access.

SECTION 11. Aircraft Access to Airport. Unless the Port or FBO grants prior permission otherwise, no person shall bring an Aircraft onto the Airport unless they are landing the Aircraft, are traveling across an existing Port Aircraft access easement, are traveling through an approved Aircraft corridor under a Through the Fence Agreement, or in an emergency. No person shall bring an Aircraft onto the Airport on or within a trailer unless the person obtains prior permission from the Port or FBO to do so, or, in the event the Port or FBO are unavailable, they check-in with the FBO at the earliest reasonable opportunity to obtain permission and determine Airport use rules.

SECTION 12. Aircraft Storage. No person shall tie down or in any other way attach any Aircraft to the Airport unless they use Port approved tie-down equipment and they have received permission of the Port or the FBO. No person shall store or park an Aircraft that is not tied down or in a hangar for more than twenty (20) minutes in Restricted Access Areas without permission of the Port or the FBO. Every person using the Airport for Aircraft storage or tie-down parking of Aircraft shall, at the time specified, pay to the FBO such fees as are from time to time fixed in the manner set forth by the Port; provided that the Port may waive any storage or tie-down fees for Aircraft in connection with authorized air shows and fly-ins. T-hangar rentals shall require a written agreement between the proposed Port Tenant and the Port in a form to be determined by the Port.

SECTION 13. Motor Vehicles.

- a. General
 - (1) No person shall engage in any form of ground towing to launch an Aircraft.
 - (2) No person operating a Motor Vehicle may travel through any Restricted Access Area. An Airport map indicating Restricted Access Areas is attached as Exhibit A and incorporated herein by reference.
- b. Parking.
 - (1) Motor Vehicles may be parked on paved areas immediately adjacent to the FBO building and on the shoulder of Airport Road, unless prohibited or restricted by an official sign.
 - (3) No person shall park a Motor Vehicle in Restricted Access Areas without receiving prior written permission from the FBO or Port to do so, or unless necessary because of an emergency.
 - (4) No person shall park a Motor Vehicle in Limited Access Areas without FBO or Port permission to do so except if:
 - (i) Necessitated by an emergency;

(ii) The person is a Port Tenant with permission to park a Motor Vehicle near their leased space; or

(iii) The person is an invited guest of a Port Tenant who has permission to park a Motor Vehicle near a rented space or near a hangar leased by the Port Tenant who invited the person, as a means of access to Aircraft or a T-hangar.

The foregoing notwithstanding, no person shall park a Motor Vehicle within Limited Access Areas for a period longer than eight consecutive hours unless the person has received prior permission to do so from the FBO or Port, and the person displays a parking permit issued by the Port in plain view on the dashboard of the parked Motor Vehicle.

(5) No person shall park a motor vehicle in No Access Areas unless they are a Port tenant authorized to park there, an invited guest of a Port tenant authorized by the Port to park there, or a Port employee.

c. Motor Vehicle Speed; Warning Lights.

Except on Airport Road, no person shall operate a Motor Vehicle at a speed in excess of 15 miles per hour on the Airport. No person shall operate a Motor Vehicle within the Restricted Access Area or No Access Area unless the Motor Vehicle utilizes a clearly visible yellow beacon or yellow flashing lights to alert persons at the Airport and Aircraft pilots that the motor vehicle is present.

SECTION 14. Airport Administration Building Use. No person shall use the Airport Administration Building in violation of any regulation adopted by the Port. Regulations governing use of the Airport Administration Building now in effect are attached to this Ordinance as Exhibit 'D' and incorporated herein by reference. These regulations may be rescinded or modified at any time, as provided in section 19 of this ordinance.

SECTION 15. Aircraft Operations. No person shall engage in conduct at the Airport that violates any of the following provisions:

a. General Aircraft Operations

- (1) All Aircraft shall be operated in conformance with FAR and AGLA regulations and the rules set forth in this Ordinance.
- (2) The Port or the Port's duly authorized representative may suspend or restrict any or all operations at the Airport for reasons including, but not limited to, safety and/or adverse weather conditions whenever such action is deemed necessary.
- (3) The Port or the Port's duly authorized representative shall at all times have the authority to take such action as he or she deems necessary for safety of operations and to safeguard the public at the Airport.
- (4) All ground support activities shall be conducted only in areas designated by the Port or Port's duly authorized representative.
- (5) All Aircraft operators and Pilots in Command shall have the duty at all times to carry out the provisions of this Ordinance and any other applicable regulations with respect to admission and control of children, pets and non-flying observers to or at areas where Aircraft are in operation.
- (6) Flight Rule weather conditions are prescribed by the FARs. Any differing specification shall be made only by the Port and be consistent with this Ordinance and other applicable rules and regulations.

- (7) Aircraft pilots shall be familiar with and comply with local Instrument Flight Rule procedures and with the nonstandard patterns flown by Aircraft operating Instrument Flight Rule or practicing Instrument Flight Rule operations.
- (8) Ultralight pilots shall be aware of the effect of wake and helicopter rotor turbulence upon Ultralight Aircraft and undertake safe separation from helicopters.
- (9) Standard Soaring Society of America (S.S.A.) procedures now or hereafter adopted applicable to Glider Flight Activity on land shall be used by all Glider pilots and their assistants, before a Glider is launched and after a Glider has landed, including using appropriate hand signals.

b. No Simultaneous Aircraft Operation.

- (1) All pilots shall comply with applicable FARs and AGLA Procedures in relation to simultaneous Aircraft operation.
- (2) No pilot shall move an Aircraft or cause an Aircraft to be moved on the AGLA runway if another Aircraft is on or will be imminently landing on the primary runway or the AGLA runway.

c. Landings.

- (1) All pilots shall comply with applicable FARs and AGLA Procedures on landing.
- (2) Pilots intending to use the AGLA shall monitor UNICOM prior to and after landing their Aircraft if it is equipped with a UNICOM radio.
- (3) A pilot, with a radio onboard an Aircraft, who intends to land on the AGLA, shall declare that intention to land on the AGLA by radio prior to landing.
- (4) A pilot may land an Aircraft on the AGLA only when no other aircraft or other activities are occurring or present on either the paved runway or the taxiway.
- (5) Any person who assists with removing a Glider from the AGLA after landing shall remain outside the Restricted Access Areas until the Glider has safely landed and stopped moving.
- (6) Any person who assists with removing a Glider from the AGLA shall comply with FAA procedures and Port regulations applicable to use of the AGLA.

d. Departures.

- (1) All pilots shall comply with applicable FARs and AGLA Procedures on departure.
- (2) Pilots of Aircraft with radios shall declare the intention to taxi on the north parallel taxi-way and complete a thorough visual review of ground and air traffic before crossing the taxi-way holdline.
- (3) Pilots shall keep Aircraft at the designated taxi-way hold line until all traffic on Airport runways or taxi-ways is clear.

SECTION 16. Official Signs. No person shall engage in any conduct in violation of instructions appearing on an Official Sign at the Airport.

SECTION 17. Use of Port Electricity. No person shall connect an electrical device of any kind to a Port electrical power outlet or in any other manner use electricity supplied to the

Port at the Airport without Port permission.

SECTION 18. Fees. No person shall refuse nor neglect to pay when due a fee or charge established by the Board or Executive Director for use of Airport property, Airport facilities or Port or FBO services provided at the Airport.

SECTION 19. Port Regulations. The Board may adopt regulations which define or regulate conduct at the Airport in furtherance of the provisions of this Ordinance, or which otherwise prohibit or limit conduct at the Airport. Each such regulation shall be enacted after publication of a Board meeting agenda that includes a reference to a regulation or regulations to be considered at the Board meeting. The public will have an opportunity at the Board meeting to obtain a copy of the proposed regulation(s) and to comment on the regulation(s) prior the Board adopting a regulation. Each adopted regulation shall be in writing, be dated and be on file for public inspection at the Port business office during Port business hours. If a person violates any provision of an adopted Port regulation the person will be deemed to have violated this Ordinance, and shall be subject to the same penalties as for a violation of a provision of this Ordinance.

SECTION 20. Port Permission. No person may violate a provision of this ordinance unless the person is given express written permission to do so at a specific time or for a specific purpose by the Board or a Port employee, or an activity is allowed by an Official Sign. Such permission shall apply only to the expressly stated time, event, or activity.

SECTION 21. Penalties.

- A. A person who violates a provision of this ordinance shall commit an offense punishable by a fine as a Class A violation. Provided however, if an offense defined in this ordinance is also an offense governed by a provision of the Oregon Criminal Code or Oregon Motor Vehicle Code (“State Regulation”) and the State Regulation offense category is lower than a Class A violation, the ordinance offense and fine payable shall be reduced to be the same as provided in the State Regulation.
- B. Each violation of a section or subsection of this ordinance shall constitute a separate offense.
- C. Each separate violation of this ordinance shall constitute a separate offense.

SECTION 24. Enforcement.

a. By authority of ORS 777.190, the Board appoints the Executive Director and the Port Maintenance Supervisor, as Peace Officers who shall have the same authority, for the purpose of the enforcement of the provisions of this Ordinance, as other peace officers;

b. All Peace Officers shall have the authority to enforce the provisions of this Ordinance and to issue citations for the violation of any section of this Ordinance;

c. Any person who is issued a citation for the violation of any section of this Ordinance must appear in Hood River County Circuit Court on the date and time listed on the citation, or in such other court in Hood River County with jurisdiction over the matter as stated on the citation.

SECTION 25. Right of Removal.

a. No person shall remain at the Airport after being asked to leave the Airport by a Peace Officer if they believe the person being requested to leave has violated or intends to violate any provision of this Ordinance.

b. No person shall cause or allow their personal property to remain at an Airport location after a Peace Officer has asked the person to remove or relocate the personal property.

SECTION 26. Severability. This Ordinance and the regulations adopted pursuant hereto will be liberally construed to effectuate the purposes of this Ordinance. Each section, subsection or other portion of this Ordinance shall be severable; a finding of the invalidity of any section, subsection, or other portion shall not invalidate the remainder.

SECTION 27. Ordinance Superseded and Replaced. Port Ordinance No. 23, An Ordinance Regulating Conduct at the Ken Jernstedt Airfield, dated May 24, 2011, is hereby repealed superseded and replaced by this ordinance.

First Reading: _____, by the Port of Hood River Board of Commissioners.

Second Reading: _____, by the Port of Hood River Board of Commissioners.

Adopted _____, by the Port of Hood River Board of Commissioners.

Effective Date: 30 days after date of adoption, _____, 2018.

Passed: _____, 2018, by the Port of Hood River Board of Commissioners.

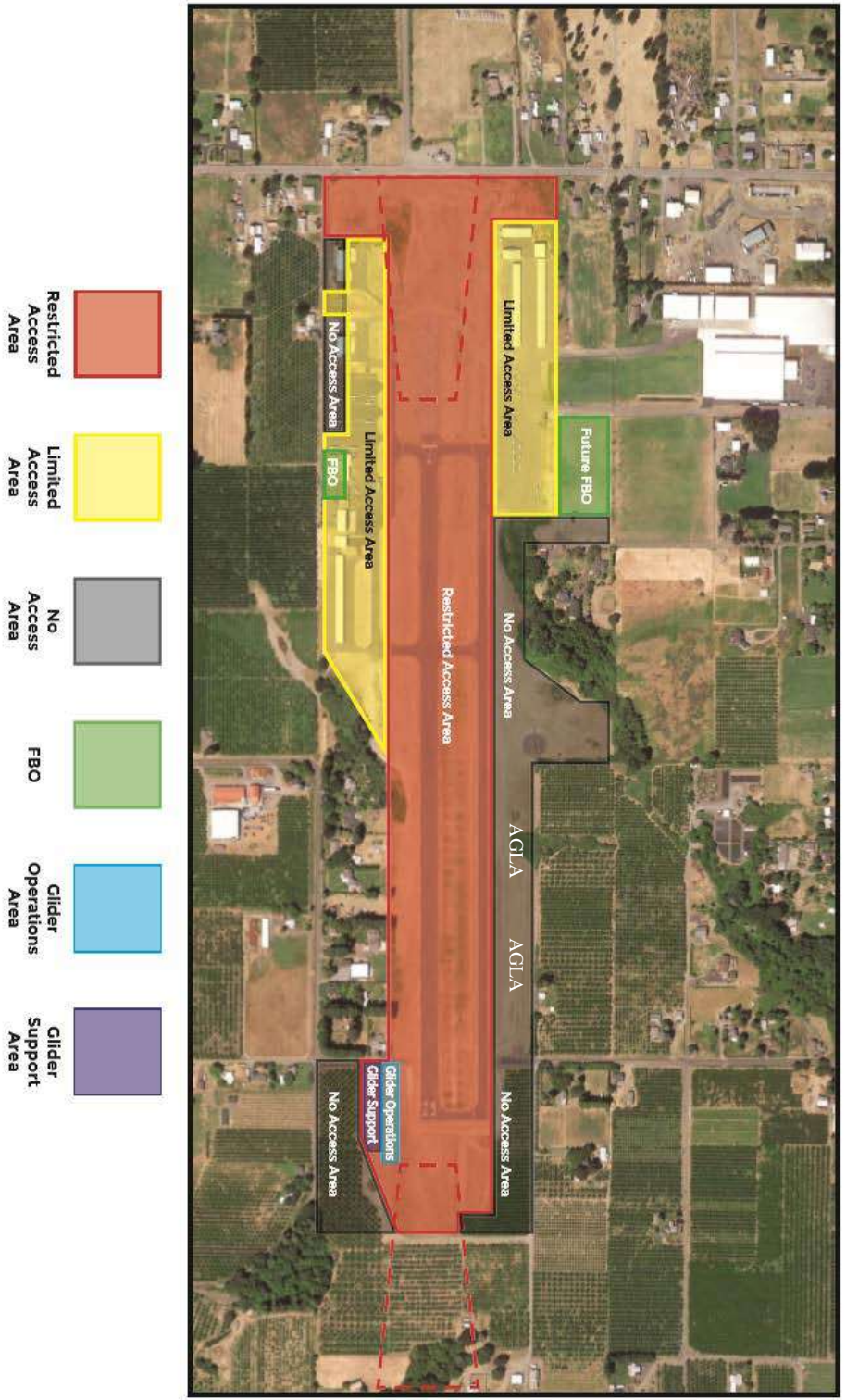
PORT OF HOOD RIVER
1000 E. Port Marina Drive
Hood River, OR 97031

Hoby Streich, Port Commission President

Recording Secretary

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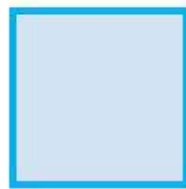
EXHIBIT 'A'



Ordinance 23 - Exhibit A

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EXHIBIT 'B'



Gliders Operations
Area



Glider Support
Area

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EXHIBIT 'C'

Alternative Grass Landing Area Procedures USE REQUIREMENTS

The following rules govern use of the Alternative Grass Landing Area (AGLA) at Ken Jernstedt Airfield in Hood River, Oregon (Airport). The AGLA has been constructed principally to accommodate landing for antique Aircraft. It is located in the grassy median parallel to Runway 7/25, between the paved runway surface and the north parallel taxi-way. The AGLA is an alternative landing area but an integral part of Runway 7/25.

NO SIMULTANEOUS OPERATION

- No simultaneous Aircraft operations shall occur on the paved surface of Runway 7/25 and the AGLA portion of Runway 7/25.
- No simultaneous Aircraft operations shall occur on the north parallel taxi-way and the AGLA.

LANDINGS

- Ken Jernstedt Airfield is a visual approach airport. All pilots are required to adhere to best practices for Airfield safety policies, including checking Notice to Airmen (NOTAM). Radios are encouraged for all aircraft.
- When an Aircraft declares intention to land on the paved runway, no activity is permitted within the AGLA.
- Pilots with radios must declare their intention to land on the AGLA. Landings may occur on the AGLA only when no other Aircraft or other activities are present on either the paved runway or the north parallel taxi-way. If such activity is present, all Aircraft must land on the paved runway.
- Aircraft landing on AGLA must exit taxi-way as soon as safely possible.

DEPARTURES

- Prior to taxi from the north apron or entrance to the north parallel taxi-way, Aircraft with radios shall declare intention to taxi on the north parallel taxi-way and complete thorough visual review of ground and air traffic before crossing the Hold Line. Pilots must remain at the designated hold line until traffic is cleared.
- All pilots must review and understand Airport signage and markings.
- All pilots must review Airport NOTAMS.
- Pilots must have an Airport diagram out and available as a reference during taxi.
- Pilots must maintain appropriate taxi speed and may not exceed 15 miles per hour on the taxi-way.

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EXHIBIT 'D'
Public Use of Airport Administration Building

This Airport Administration Building is owned by the Port of Hood River and managed by the Fixed Based Operator (FBO).

Public uses are allowed in this building. Following is a list of rules for public use:

The FBO will post hours the building is available to the public. Minimum public hours are: 8 a.m.-5 p.m. October through April, and 8 a.m.-6 p.m. May through September, at least five days a week, including all Saturdays and Sundays; building is closed New Years Day, Thanksgiving Day and Christmas Day. If the FBO locks the Airport Administration Building at any time during these hours, it is required to post notice with immediate contact information.

- Pilots may use this building at any time during posted public hours for flight planning.

- Pilots may use the building at any time during posted public hours as a waiting area during weather events that create conditions when safe flying is in jeopardy.

- severe weather events may prevent the building from being open during normal posted hours. The FBO will display a notice if weather prevents this building from being open during normal posted hours. This notice shall contain a contact telephone number.

- Aviation/airport meetings may be held but must be scheduled with the FBO one week prior to desired meeting time. The date, time and estimated number of attendees must be provided when scheduling meetings.

- Transient flight instructors from other airports may debrief students at this building. They may be required to demonstrate proof that they have a flight school at another airport or similar facility.

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*Port of Hood River Commission
Meeting Minutes of July 31, 2018 Work Session
Marina Center Boardroom
5:00 p.m.*

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

4:00 P.M.

Work Session: Maritime Site Development Discussion

Present: Commissioners Hoby Streich, John Everitt, Brian Shortt, and David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Kevin Greenwood, Daryl Stafford, and Jana Scoggins.

Absent: Ben Sheppard

Media: Emily Fitzgerald, Hood River News

After President Hoby Streich called the work session to order at 4:12 p.m., Anne Medenbach, Property and Development Manager, lead the discussion about the plans and applicable zoning regulations for Maritime Site Development. Medenbach presented an overview of the Waterfront Refinement Plan and discussed the zoning options for the property. Additionally, Medenbach reviewed the Asset Strategy Tool which helps evaluate criteria for development and potential options for the site.

It was determined that further discussion is needed to review financial and development options, preferred tenant type, and current site plan in subsequent work sessions.

President Streich adjourned the work session at 5:00 p.m. The Regular Meeting of the Port Commission immediately followed after a short recess.

5:00 P.M.

Regular Session

1. CALL TO ORDER: President Streich called the regular session to order at 5:07 p.m.

a. Modifications, Additions to Agenda: Revised agenda was uploaded to the website and provided five days prior to the meeting. Modifications to the agenda include the postponed date of Public Hearing and First Reading of Ordinance 23-2018 to allow sufficient public notice; a revised memo with attachments for the Maritime Site work session; an addition of Consent Item (e) which is a lease extension for Hearts of Gold Caregivers, LLC; and additions to the ED Report which include the draft minutes from the Marina Committee meeting and Affidavit of Loss of Parking Pass Form.

b. Introduction of 2018 Summer Interns: Michael McElwee, Executive Director, introduced Melissa Manzo Andres - Administration, Aidan Liddiard – Land Development, and Connor Truax – Video Production as the Port’s 2018 Summer Interns.

c. Election of Officers & Committee Assignments:

- Motion:** a. Move to Appoint Hoby Streich as President; Airport Advisory & Personnel Committee Member
 b. Move to Appoint Brian Shortt as Vice President; Personnel & Marina Committee Member
 c. Move to Appoint John Everitt as Secretary; Airport Advisory & Finance Committee Member
 d. Move to Appoint Ben Sheppard as Treasurer; Waterfront Recreation & Finance Committee Member

Move: Meriwether

Second: Shortt

Discussion: None

Vote: **Aye:** Streich, Shortt, Everitt, Meriwether **Absent:** Sheppard

MOTION CARRIED

2. PUBLIC COMMENT: No comment received.

3. CONSENT AGENDA:

- a. Approve Minutes of June 19, 2018 Bridge Replacement Work Session and Regular Session, and June 26, 2018 Regular Session.
- b. Approve Reappointment of Columbia River Insurance as Insurance Agent of Record for FY 2018-19
- c. Approve Reappointment of Pauly Rogers and Company, P.C. as Auditor for FY 2018-19
- d. Approve Amendment No. 3. to the Ground Lease Option with Hood Tech Corp Aero Inc. at the Ken Jernstedt Airfield
- e. Approve Addendum No. 3 to Lease with Hearts of Gold Caregivers, LLC in the Marina Park #1 Building
- f. Approve Accounts Payable to Jaques Sharp in the Amount of \$4,940.

Motion: Move to approve Consent Agenda.

Move: Shortt

Second: Meriwether

Discussion: None

Vote: **Aye:** Streich, Shortt, Everitt, Meriwether **Absent:** Sheppard

4. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS

b. Bridge Replacement Project Update: Kevin Greenwood, Bridge Replacement Project Director, reported that Steve Siegel is looking at Washington State legislative issues. Michael McElwee, Executive Director, attended the Columbia River Intertribal Fishing Council Board Meeting in Warm Springs, and his presentation was well received by tribal representatives. Greenwood continues public outreach plans and focuses on work with WSP Engineers.

5. DIRECTOR'S REPORT: Michael McElwee, Executive Director, noted that the implementation of the Waterfront Parking Plan is going well and generally things appear to align with Year 1 projections. Event Site passes sales are much higher than last years. It appears this summer may be the busiest in many years as a great deal of events are occurring on the waterfront. Two warning buoys installed adjacent to the Nichols Basin seawall to alert swimmers to underwater obstructions were dragged to the east side of the basin. Facilities staff moved the buoys to their proper place. The Stadelman Waterline Project for Crystal Springs Water District is nearly complete. Bridge welding will occur August 6-10.

6. COMMISSIONER, COMMITTEE REPORTS:

a. Marina Committee – Daryl Stafford, Waterfront and Marina Manager, provided a brief report of the items discussed during the Marina Committee meeting. The items included a review of the boathouse leases, a construction of a new canoe shelter at the Nichols Basin, and possible changes to the Rules and Regulations of the Marina at the end of this year.

7. ACTION ITEMS:

a. Approve Contract with WSP Engineers for Engineering Services Associated with Bridge Replacement Final Environmental Impact Study Not to Exceed \$3,148,000. The largest single contract to be funded by the \$5 million appropriation awarded to the Port during the 2017 Oregon Legislative Session will be used to cover the environmental impact studies. This will provide a Record of Decision through a Final Environmental Impact Statement which then will allow for federal environmental clearances to proceed with permits and construction.

Motion: Approve Presented Contract. All signatures from WSP and Port Legal Counsel have been obtained and upon approval, the Executive Director can execute the contract.

Move: Meriwether

Second: Shortt

Discussion: None

Vote: **Aye:** Streich, Shortt, Everitt, Meriwether **Absent:** Sheppard

MOTION CARRIED

b. Approve Amendment No. 5 to Contract with Steve Siegel for Consulting Services Related to the Bridge Replacement Not to Exceed \$50,000. Steve Siegel has provided valuable consulting assistance to the Port’s bridge replacement efforts. His considerable background on several metro-area projects has provided the Port with experienced advice and assistance. The additional contract will focus on technical issues related to constructing a new bridge in Washington state and moving forward with financial modeling.

Motion: Authorize Amendment No. 5 to the Contract with Steven Siegel Consulting for consulting services related to bridge replacement, not to exceed \$50,000.

Move: Meriwether

Second: Shortt

Discussion: None

Vote: **Aye:** Streich, Shortt, Everitt, Meriwether **Absent:** Sheppard

MOTION CARRIED

c. Approve Contract Renewal of Task Order 1 with P-Square for Maintenance and Support of Electronic Tolling System Not to Exceed \$71,000. Task Order 1 is an annual maintenance support contract with P-Square that allows for a constant monitoring of the lanes, hardware, and back-office support for the BreezeBy electronic tolling system.

Motion: Approve renewal of Task Order 1 with P-Square for ongoing maintenance and support of the BreezeBy electronic tolling system, not to exceed \$71,000.

Move: Shortt

Second: Everitt

Discussion: None

Vote: **Aye:** Streich, Shortt, Everitt, Meriwether **Absent:** Sheppard

MOTION CARRIED

8. COMMISSION CALL: None.

9. EXECUTIVE SESSION: President Streich recessed Regular Session at 6:28 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(i) Chief Executive Officer Performance Review and Evaluation.

10. POSSIBLE ACTION. None.

11. ADJOURN:

Motion: Motion to adjourn the meeting.
Move: Commissioner Shortt.
Discussion: None
Vote: **Aye:** Streich, Shortt, Everitt, Meriwether **Absent:** Sheppard
MOTION CARRIED

The meeting was adjourned at 9:36 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

Commission Memo



To: Commissioners
Prepared by: Daryl Stafford
Date: August 21, 2018
Re: Hood River Yacht Club Lease

The Hood River Yacht Club has been a tenant of the Port since 2012. They lease 839 square feet of the building for club activities, as well as a fenced parking area on the south side of the building that is used for boat storage. The Lease expired on June 30, 2017 and has been in holdover status per section 19 of the lease since that date. The HRYC and Port staff seek to formally extend the lease through January 15, 2019 to allow adequate time for negotiations for lease renewal.

RECOMMENDATION: Authorize Addendum No. 1 to Lease with Hood River Yacht Club.

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Commission Memo



To: Commissioners
Prepared by: Daryl Stafford
Date: August 21, 2018
Re: Shell Dock Leases

Hood River Yacht Club (“Club”) has leased and managed two light watercraft storage racks on “C” Dock at the Hood River Marina (Shell Dock) for the last eight years. The Club decided not to renew their lease to manage the Shell Dock, beginning August 1, 2018. The Port will therefore need to re-assume active management and leasing of the Shell Dock.

There are six storage racks that are currently occupied, each requiring a separate lease. A one-year lease from August 1, 2018 through July 31, 2019 is the term. They would automatically roll over each year.

The proposed lease agreements are attached. Like the other Marina Tenant Moorage Rental Agreements, the lease requires that tenants adhere to current Port Marina Rules & Regulations. The Proposed Rate of \$338 per slip is a 4% increase from 2017/2018 rate of \$325 per year.

RECOMMENDATION: Approve leases with Juliana Cuyler, Kristen Dillon, Denise Ward, Claire Fitzpatrick, Mark Thomas and Glen Nelson for the Shell Dock Light Watercraft Racks in the Marina, subject to legal counsel review.

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PORT OF HOOD RIVER MARINA
Shell Dock ANNUAL MOORAGE RENTAL AGREEMENT

Effective Date: 08/01/2018

Tenant: Juliana Cuyler

Shell Dock Slip Number: #1 Shell

The Port reserves the right to relocate the tenant to another moorage slip at any time.

PORT RULES: The undersigned (“tenant”) has received, read and agrees to abide by the current Port of Hood River (“Port”) Marina Rules and Regulations which apply to the Port Marina (“marina”). Tenant also agrees to abide by any new or revised marina moorage rule, regulation or ordinance adopted by the Port hereafter (current, new and revised marina moorage rules, regulations and ordinances, “Moorage Rules”). Moorage Rules shall be in effect on the date posted on the Port’s website, or a later date if so specified by the Port, at www.portofhoodriver.com. It is the tenant’s obligation to review the Port’s website to determine Moorage Rules in effect. As a courtesy, the Port may notify a tenant of Moorage Rules changes sent by email or mail to tenant’s address listed below.

CHARGES: Tenant has received, read, and agrees to pay applicable charges described in the Port’s Marina Moorage Rate Schedule, in effect on the Effective Date stated above (“Effective Date”). Tenant also agrees to pay new or revised marina moorage charges adopted by the Port hereafter. If moorage charges for annual tenancies are changed the new charges payable by tenant shall take effect on the next August 1st after being posted on the Port’s website, or a later date if so specified in writing by the Port.

TERM: This Agreement shall be considered in effect on and after the Effective Date, provided the Port and tenant both sign this Agreement. An annual moorage rental agreement shall remain in effect during the Effective Date calendar year, unless terminated earlier as provided in this Agreement.

AUTOMATIC RENEWAL: If this Agreement is in effect on July 31st any year, it shall be considered automatically renewed on August 1 of the following year, and shall remain in effect, extending an annual tenancy for another calendar year. However, an automatic extension of this Agreement after July 31 shall not occur and the tenancy shall be terminated on the following August 1st if by August 1st the Port receives written notice from the tenant or the Port sends written notice to the tenant stating that this Agreement will not be renewed the following year.

INSURANCE/INDEMNITY: Tenant agrees at all times to hold the PORT OF HOOD RIVER harmless against any and all claims and demands arising from the negligence or intentional misconduct of the undersigned, his or her agents, invitees or employees, and does specifically acknowledge that the PORT OF HOOD RIVER is not liable under any circumstances for any loss or damage to the tenant personally, the SUP, Shell, Outrigger or small watercraft or to any other property tenant owns or possesses located within the marina, except as a result of intentional misconduct by the Port. Tenant agrees to provide a marine/watercraft insurance policy with general liability limits of at least \$500,000. Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be specifically named as additional insured on all insurance policies required to be maintained by the Tenant in a form acceptable to the Port. A certificate of shall be provided at the beginning of Tenant’s moorage term. The Port shall receive written notice thirty days prior to insurance cancellation. Failure to provide or keep in force such insurance shall be construed as a default of this Agreement and the Port will exercise its right to terminate.

DEFAULT: In the event tenant does not timely pay, as provided in Marina Moorage Rate Schedule, fees and other charges which are accrued in favor of the Port, or if the tenant otherwise violates the Port Moorage Rules or any terms of this Agreement the tenant shall be in default hereunder and the tenant’s SUP, Shell, Outrigger or small watercraft and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the marina, or elsewhere, until all charges then owing and all charges which shall thereafter accrue are fully paid and all violations of this Agreement cured. In addition, at its option, the Port may terminate tenant’s right to lease marina space, all without prejudice to the right of the Port to collect fees, rental and utility charges payable under this Agreement before or after tenant’s SUP, Shell, outrigger or small watercraft is removed from the marina. The remedies provided herein are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws and local ordinances, including any Port ordinance. In any action or proceeding for the collection of any sums or charges which may be payable hereunder, tenant agrees to pay, in addition thereto, a reasonable sum for Port’s attorney fees and court costs before suit, at suit or on appeal.

TERMINATION: A moorage rental agreement may be terminated by the Port at any time if a tenant is in default. Termination will occur 10 days after the date the Port sends a default notice to the tenant, unless the tenant cures the default to the Port’s satisfaction within the ten-day period after the notice is sent.

An annual moorage tenancy shall be in effect during the Effective Date calendar year and each succeeding calendar thereafter unless terminated as a result of default or non-renewal.

Any moorage tenancy may be terminated on a specific date, on terms and conditions agreed to in writing by the Port and tenant. Termination shall not relieve the tenant from obligations arising under this Agreement, until fully cured. Notice of termination will be deemed given on the date emailed or sent by U.S. Mail by the Port to a tenant to the tenant’s home or email address below, and when a written notice from tenant is received by the Port.

If Moorage Rules conflict with any provision of this Annual Moorage Rental Agreement, to the extent of any conflict the Moorage Rules shall take precedence and be followed, notwithstanding conflicting language in this Agreement.

THIS AGREEMENT WILL NOT TAKE EFFECT WITHOUT THE FOLLOWING INFORMATION COMPLETED:

Tenant’s Name: Juliana Cuyler
Home Address: 1015 Hutson Road, Hood River, OR 97031

Cell Phone #: 541-806-9193
Alternate Phone #: 541-806-0606
Alternate Phone #:
Email: joeandjul@gorge.net

Emergency Contact Name: Barry Paul
Emergency Contact #: 541-490-1224

- 1. Proof of Insurance: (attach copy) **COI required - \$500,000 watercraft liability; Port named as Additional Insured**
Agent: _____ Policy# _____ Phone# _____
- 2. Current Boat Registration Number If Applicable: (attach copy)
Number: _____ Expiration: _____
- 3. Copy of Title with Name on it if Applicable: (attach Copy)
- 4. Boat Make: _____
- 5. Boat Weight: _____ LOA: _____ Beam: _____

Date: _____ **Tenant Signature:** _____

For Office Use Only:

FOR THE PORT OF HOOD RIVER

By: _____ **Date** _____

1000 E. Port Marina Drive, Hood River, OR 97031 ▪ 541-386-1645 ▪ www.portofhoodriver.com ▪ marina@portofhoodriver.com

PORT OF HOOD RIVER MARINA
Shell Dock ANNUAL MOORAGE RENTAL AGREEMENT

Effective Date: 08/01/2018

Tenant: Kristen Dillon

Shell Dock Slip Number: #2 Shell

The Port reserves the right to relocate the tenant to another moorage slip at any time.

PORT RULES: The undersigned (“tenant”) has received, read and agrees to abide by the current Port of Hood River (“Port”) Marina Rules and Regulations which apply to the Port Marina (“marina”). Tenant also agrees to abide by any new or revised marina moorage rule, regulation or ordinance adopted by the Port hereafter (current, new and revised marina moorage rules, regulations and ordinances, “Moorage Rules”). Moorage Rules shall be in effect on the date posted on the Port’s website, or a later date if so specified by the Port, at www.portofhoodriver.com. It is the tenant’s obligation to review the Port’s website to determine Moorage Rules in effect. As a courtesy, the Port may notify a tenant of Moorage Rules changes sent by email or mail to tenant’s address listed below.

CHARGES: Tenant has received, read, and agrees to pay applicable charges described in the Port’s Marina Moorage Rate Schedule, in effect on the Effective Date stated above (“Effective Date”). Tenant also agrees to pay new or revised marina moorage charges adopted by the Port hereafter. If moorage charges for annual tenancies are changed the new charges payable by tenant shall take effect on the next August 1st after being posted on the Port’s website, or a later date if so specified in writing by the Port.

TERM: This Agreement shall be considered in effect on and after the Effective Date, provided the Port and tenant both sign this Agreement. An annual moorage rental agreement shall remain in effect during the Effective Date calendar year, unless terminated earlier as provided in this Agreement.

AUTOMATIC RENEWAL: If this Agreement is in effect on July 31st any year, it shall be considered automatically renewed on August 1 of the following year, and shall remain in effect, extending an annual tenancy for another calendar year. However, an automatic extension of this Agreement after July 31 shall not occur and the tenancy shall be terminated on the following August 1st if by August 1st the Port receives written notice from the tenant or the Port sends written notice to the tenant stating that this Agreement will not be renewed the following year.

INSURANCE/INDEMNITY: Tenant agrees at all times to hold the PORT OF HOOD RIVER harmless against any and all claims and demands arising from the negligence or intentional misconduct of the undersigned, his or her agents, invitees or employees, and does specifically acknowledge that the PORT OF HOOD RIVER is not liable under any circumstances for any loss or damage to the tenant personally, the SUP, Shell, Outrigger or small watercraft or to any other property tenant owns or possesses located within the marina, except as a result of intentional misconduct by the Port. Tenant agrees to provide a marine/watercraft insurance policy with general liability limits of at least \$500,000. Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be specifically named as additional insured on all insurance policies required to be maintained by the Tenant in a form acceptable to the Port. A certificate of shall be provided at the beginning of Tenant’s moorage term. The Port shall receive written notice thirty days prior to insurance cancellation. Failure to provide or keep in force such insurance shall be construed as a default of this Agreement and the Port will exercise its right to terminate.

DEFAULT: In the event tenant does not timely pay, as provided in Marina Moorage Rate Schedule, fees and other charges which are accrued in favor of the Port, or if the tenant otherwise violates the Port Moorage Rules or any terms of this Agreement the tenant shall be in default hereunder and the tenant’s SUP, Shell, Outrigger or small watercraft and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the marina, or elsewhere, until all charges then owing and all charges which shall thereafter accrue are fully paid and all violations of this Agreement cured. In addition, at its option, the Port may terminate tenant’s right to lease marina space, all without prejudice to the right of the Port to collect fees, rental and utility charges payable under this Agreement before or after tenant’s SUP, Shell, outrigger or small watercraft is removed from the marina. The remedies provided herein are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws and local ordinances, including any Port ordinance. In any action or proceeding for the collection of any sums or charges which may be payable hereunder, tenant agrees to pay, in addition thereto, a reasonable sum for Port’s attorney fees and court costs before suit, at suit or on appeal.

TERMINATION: A moorage rental agreement may be terminated by the Port at any time if a tenant is in default. Termination will occur 10 days after the date the Port sends a default notice to the tenant, unless the tenant cures the default to the Port’s satisfaction within the ten-day period after the notice is sent.

An annual moorage tenancy shall be in effect during the Effective Date calendar year and each succeeding calendar thereafter unless terminated as a result of default or non-renewal.

Any moorage tenancy may be terminated on a specific date, on terms and conditions agreed to in writing by the Port and tenant. Termination shall not relieve the tenant from obligations arising under this Agreement, until fully cured. Notice of termination will be deemed given on the date emailed or sent by U.S. Mail by the Port to a tenant to the tenant’s home or email address below, and when a written notice from tenant is received by the Port.

If Moorage Rules conflict with any provision of this Annual Moorage Rental Agreement, to the extent of any conflict the Moorage Rules shall take precedence and be followed, notwithstanding conflicting language in this Agreement.

THIS AGREEMENT WILL NOT TAKE EFFECT WITHOUT THE FOLLOWING INFORMATION COMPLETED:

Tenant’s Name: Kristen Dillon
Home Address: 401 Montello St, Hood River, OR 97031

Cell Phone #: 541-490-0511
Alternate Phone #: 541-386-4011
Alternate Phone #:
Email: kristen@speedfish.com

Emergency Contact Name: Paul Blackburn
Emergency Contact #: 541-490-1549

1. Proof of Insurance: (attach copy) **COI required - \$500,000 watercraft liability; Port named as Additional Insured**
Agent: _____ Policy# _____ Phone# _____
2. Current Boat Registration Number If Applicable: (attach copy)
Number: _____ Expiration: _____
3. Copy of Title with Name on it if Applicable: (attach Copy)
4. Boat Make: _____
5. Boat Weight: _____ LOA: _____ Beam: _____

Date: _____ **Tenant Signature:** _____

For Office Use Only:

FOR THE PORT OF HOOD RIVER

By: _____ **Date** _____

1000 E. Port Marina Drive, Hood River, OR 97031 ▪ 541-386-1645 ▪ www.portofhoodriver.com ▪ marina@portofhoodriver.com

PORT OF HOOD RIVER MARINA
Shell Dock ANNUAL MOORAGE RENTAL AGREEMENT

Effective Date: 08/01/2018

Tenant: Denise Ward

Shell Dock Slip Number: #3 Shell

The Port reserves the right to relocate the tenant to another moorage slip at any time.

PORT RULES: The undersigned (“tenant”) has received, read and agrees to abide by the current Port of Hood River (“Port”) Marina Rules and Regulations which apply to the Port Marina (“marina”). Tenant also agrees to abide by any new or revised marina moorage rule, regulation or ordinance adopted by the Port hereafter (current, new and revised marina moorage rules, regulations and ordinances, “Moorage Rules”). Moorage Rules shall be in effect on the date posted on the Port’s website, or a later date if so specified by the Port, at www.portofhoodriver.com. It is the tenant’s obligation to review the Port’s website to determine Moorage Rules in effect. As a courtesy, the Port may notify a tenant of Moorage Rules changes sent by email or mail to tenant’s address listed below.

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TERM: This Agreement shall be considered in effect on and after the Effective Date, provided the Port and tenant both sign this Agreement. An annual moorage rental agreement shall remain in effect during the Effective Date calendar year, unless terminated earlier as provided in this Agreement.

AUTOMATIC RENEWAL: If this Agreement is in effect on July 31st any year, it shall be considered automatically renewed on August 1 of the following year, and shall remain in effect, extending an annual tenancy for another calendar year. However, an automatic extension of this Agreement after July 31 shall not occur and the tenancy shall be terminated on the following August 1st if by August 1st the Port receives written notice from the tenant or the Port sends written notice to the tenant stating that this Agreement will not be renewed the following year.

INSURANCE/INDEMNITY: Tenant agrees at all times to hold the PORT OF HOOD RIVER harmless against any and all claims and demands arising from the negligence or intentional misconduct of the undersigned, his or her agents, invitees or employees, and does specifically acknowledge that the PORT OF HOOD RIVER is not liable under any circumstances for any loss or damage to the tenant personally, the SUP, Shell, Outrigger or small watercraft or to any other property tenant owns or possesses located within the marina, except as a result of intentional misconduct by the Port. Tenant agrees to provide a marine/watercraft insurance policy with general liability limits of at least \$500,000. Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be specifically named as additional insured on all insurance policies required to be maintained by the Tenant in a form acceptable to the Port. A certificate of shall be provided at the beginning of Tenant’s moorage term. The Port shall receive written notice thirty days prior to insurance cancellation. Failure to provide or keep in force such insurance shall be construed as a default of this Agreement and the Port will exercise its right to terminate.

DEFAULT: In the event tenant does not timely pay, as provided in Marina Moorage Rate Schedule, fees and other charges which are accrued in favor of the Port, or if the tenant otherwise violates the Port Moorage Rules or any terms of this Agreement the tenant shall be in default hereunder and the tenant’s SUP, Shell, Outrigger or small watercraft and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the marina, or elsewhere, until all charges then owing and all charges which shall thereafter accrue are fully paid and all violations of this Agreement cured. In addition, at its option, the Port may terminate tenant’s right to lease marina space, all without prejudice to the right of the Port to collect fees, rental and utility charges payable under this Agreement before or after tenant’s SUP, Shell, outrigger or small watercraft is removed from the marina. The remedies provided herein are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws and local ordinances, including any Port ordinance. In any action or proceeding for the collection of any sums or charges which may be payable hereunder, tenant agrees to pay, in addition thereto, a reasonable sum for Port’s attorney fees and court costs before suit, at suit or on appeal.

TERMINATION: A moorage rental agreement may be terminated by the Port at any time if a tenant is in default. Termination will occur 10 days after the date the Port sends a default notice to the tenant, unless the tenant cures the default to the Port’s satisfaction within the ten-day period after the notice is sent.

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If Moorage Rules conflict with any provision of this Annual Moorage Rental Agreement, to the extent of any conflict the Moorage Rules shall take precedence and be followed, notwithstanding conflicting language in this Agreement.

THIS AGREEMENT WILL NOT TAKE EFFECT WITHOUT THE FOLLOWING INFORMATION COMPLETED:

Tenant’s Name: Denise Ward
Home Address: 555 Kesia Ct, Hood River, OR 97031

Cell Phone #: 541-490-7368
Alternate Phone #:
Alternate Phone #:
Email: stay@gorge.net, deniselward@outlook.com

Emergency Contact Name: Bettina Brown
Emergency Contact #: 541-806-1608

1. Proof of Insurance: (attach copy) **COI required - \$500,000 watercraft liability; Port named as Additional Insured**
Agent: _____ Policy# _____ Phone# _____
2. Current Boat Registration Number If Applicable: (attach copy)
Number: _____ Expiration: _____
3. Copy of Title with Name on it if Applicable: (attach Copy)
4. Boat Make: _____
5. Boat Weight: _____ LOA: _____ Beam: _____

Date: _____ **Tenant Signature:** _____

For Office Use Only:

FOR THE PORT OF HOOD RIVER

By: _____ **Date** _____

1000 E. Port Marina Drive, Hood River, OR 97031 ▪ 541-386-1645 ▪ www.portofhoodriver.com ▪ marina@portofhoodriver.com

PORT OF HOOD RIVER MARINA
Shell Dock ANNUAL MOORAGE RENTAL AGREEMENT

Effective Date: 08/01/2018

Tenant: Clare Fitzpatrick

Shell Dock Slip Number: #4 Shell

The Port reserves the right to relocate the tenant to another moorage slip at any time.

PORT RULES: The undersigned (“tenant”) has received, read and agrees to abide by the current Port of Hood River (“Port”) Marina Rules and Regulations which apply to the Port Marina (“marina”). Tenant also agrees to abide by any new or revised marina moorage rule, regulation or ordinance adopted by the Port hereafter (current, new and revised marina moorage rules, regulations and ordinances, “Moorage Rules”). Moorage Rules shall be in effect on the date posted on the Port’s website, or a later date if so specified by the Port, at www.portofhoodriver.com. It is the tenant’s obligation to review the Port’s website to determine Moorage Rules in effect. As a courtesy, the Port may notify a tenant of Moorage Rules changes sent by email or mail to tenant’s address listed below.

CHARGES: Tenant has received, read, and agrees to pay applicable charges described in the Port’s Marina Moorage Rate Schedule, in effect on the Effective Date stated above (“Effective Date”). Tenant also agrees to pay new or revised marina moorage charges adopted by the Port hereafter. If moorage charges for annual tenancies are changed the new charges payable by tenant shall take effect on the next August 1st after being posted on the Port’s website, or a later date if so specified in writing by the Port.

TERM: This Agreement shall be considered in effect on and after the Effective Date, provided the Port and tenant both sign this Agreement. An annual moorage rental agreement shall remain in effect during the Effective Date calendar year, unless terminated earlier as provided in this Agreement.

AUTOMATIC RENEWAL: If this Agreement is in effect on July 31st any year, it shall be considered automatically renewed on August 1 of the following year, and shall remain in effect, extending an annual tenancy for another calendar year. However, an automatic extension of this Agreement after July 31 shall not occur and the tenancy shall be terminated on the following August 1st if by August 1st the Port receives written notice from the tenant or the Port sends written notice to the tenant stating that this Agreement will not be renewed the following year.

INSURANCE/INDEMNITY: Tenant agrees at all times to hold the PORT OF HOOD RIVER harmless against any and all claims and demands arising from the negligence or intentional misconduct of the undersigned, his or her agents, invitees or employees, and does specifically acknowledge that the PORT OF HOOD RIVER is not liable under any circumstances for any loss or damage to the tenant personally, the SUP, Shell, Outrigger or small watercraft or to any other property tenant owns or possesses located within the marina, except as a result of intentional misconduct by the Port. Tenant agrees to provide a marine/watercraft insurance policy with general liability limits of at least \$500,000. Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be specifically named as additional insured on all insurance policies required to be maintained by the Tenant in a form acceptable to the Port. A certificate of shall be provided at the beginning of Tenant’s moorage term. The Port shall receive written notice thirty days prior to insurance cancellation. Failure to provide or keep in force such insurance shall be construed as a default of this Agreement and the Port will exercise its right to terminate.

DEFAULT: In the event tenant does not timely pay, as provided in Marina Moorage Rate Schedule, fees and other charges which are accrued in favor of the Port, or if the tenant otherwise violates the Port Moorage Rules or any terms of this Agreement the tenant shall be in default hereunder and the tenant’s SUP, Shell, Outrigger or small watercraft and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the marina, or elsewhere, until all charges then owing and all charges which shall thereafter accrue are fully paid and all violations of this Agreement cured. In addition, at its option, the Port may terminate tenant’s right to lease marina space, all without prejudice to the right of the Port to collect fees, rental and utility charges payable under this Agreement before or after tenant’s SUP, Shell, outrigger or small watercraft is removed from the marina. The remedies provided herein are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws and local ordinances, including any Port ordinance. In any action or proceeding for the collection of any sums or charges which may be payable hereunder, tenant agrees to pay, in addition thereto, a reasonable sum for Port’s attorney fees and court costs before suit, at suit or on appeal.

TERMINATION: A moorage rental agreement may be terminated by the Port at any time if a tenant is in default. Termination will occur 10 days after the date the Port sends a default notice to the tenant, unless the tenant cures the default to the Port’s satisfaction within the ten-day period after the notice is sent.

An annual moorage tenancy shall be in effect during the Effective Date calendar year and each succeeding calendar thereafter unless terminated as a result of default or non-renewal.

Any moorage tenancy may be terminated on a specific date, on terms and conditions agreed to in writing by the Port and tenant. Termination shall not relieve the tenant from obligations arising under this Agreement, until fully cured. Notice of termination will be deemed given on the date emailed or sent by U.S. Mail by the Port to a tenant to the tenant’s home or email address below, and when a written notice from tenant is received by the Port.

If Moorage Rules conflict with any provision of this Annual Moorage Rental Agreement, to the extent of any conflict the Moorage Rules shall take precedence and be followed, notwithstanding conflicting language in this Agreement.

THIS AGREEMENT WILL NOT TAKE EFFECT WITHOUT THE FOLLOWING INFORMATION COMPLETED:

Tenant’s Name: Clare Fitzpatrick (Kathleen Fitzpatrick)
Home Address: 1500 Rock Creek Road, Mosier, OR 97040

Cell Phone #: 541-399-2210
Alternate Phone #: 541-400-0124
Alternate Phone #:
Email: kfitzz77@gmail.com

Emergency Contact Name: Greg Steers
Emergency Contact #: 541-490-0140

- 1. Proof of Insurance: (attach copy) **COI required - \$500,000 watercraft liability; Port named as Additional Insured**
Agent: _____ Policy# _____ Phone# _____
- 2. Current Boat Registration Number If Applicable: (attach copy)
Number: _____ Expiration: _____
- 3. Copy of Title with Name on it if Applicable: (attach Copy)
- 4. Boat Make: _____
- 5. Boat Weight: _____ LOA: _____ Beam: _____

Date: _____ **Tenant Signature:** _____

For Office Use Only:

FOR THE PORT OF HOOD RIVER

By: _____ **Date** _____

1000 E. Port Marina Drive, Hood River, OR 97031 ▪ 541-386-1645 ▪ www.portofhoodriver.com ▪ marina@portofhoodriver.com

PORT OF HOOD RIVER MARINA
Shell Dock ANNUAL MOORAGE RENTAL AGREEMENT

Effective Date: 08/01/2018

Tenant: Glen Nelson

Shell Dock Slip Number: #5 Shell

The Port reserves the right to relocate the tenant to another moorage slip at any time.

PORT RULES: The undersigned (“tenant”) has received, read and agrees to abide by the current Port of Hood River (“Port”) Marina Rules and Regulations which apply to the Port Marina (“marina”). Tenant also agrees to abide by any new or revised marina moorage rule, regulation or ordinance adopted by the Port hereafter (current, new and revised marina moorage rules, regulations and ordinances, “Moorage Rules”). Moorage Rules shall be in effect on the date posted on the Port’s website, or a later date if so specified by the Port, at www.portofhoodriver.com. It is the tenant’s obligation to review the Port’s website to determine Moorage Rules in effect. As a courtesy, the Port may notify a tenant of Moorage Rules changes sent by email or mail to tenant’s address listed below.

CHARGES: Tenant has received, read, and agrees to pay applicable charges described in the Port’s Marina Moorage Rate Schedule, in effect on the Effective Date stated above (“Effective Date”). Tenant also agrees to pay new or revised marina moorage charges adopted by the Port hereafter. If moorage charges for annual tenancies are changed the new charges payable by tenant shall take effect on the next August 1st after being posted on the Port’s website, or a later date if so specified in writing by the Port.

TERM: This Agreement shall be considered in effect on and after the Effective Date, provided the Port and tenant both sign this Agreement. An annual moorage rental agreement shall remain in effect during the Effective Date calendar year, unless terminated earlier as provided in this Agreement.

AUTOMATIC RENEWAL: If this Agreement is in effect on July 31st any year, it shall be considered automatically renewed on August 1 of the following year, and shall remain in effect, extending an annual tenancy for another calendar year. However, an automatic extension of this Agreement after July 31 shall not occur and the tenancy shall be terminated on the following August 1st if by August 1st the Port receives written notice from the tenant or the Port sends written notice to the tenant stating that this Agreement will not be renewed the following year.

INSURANCE/INDEMNITY: Tenant agrees at all times to hold the PORT OF HOOD RIVER harmless against any and all claims and demands arising from the negligence or intentional misconduct of the undersigned, his or her agents, invitees or employees, and does specifically acknowledge that the PORT OF HOOD RIVER is not liable under any circumstances for any loss or damage to the tenant personally, the SUP, Shell, Outrigger or small watercraft or to any other property tenant owns or possesses located within the marina, except as a result of intentional misconduct by the Port. Tenant agrees to provide a marine/watercraft insurance policy with general liability limits of at least \$500,000. Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be specifically named as additional insured on all insurance policies required to be maintained by the Tenant in a form acceptable to the Port. A certificate of shall be provided at the beginning of Tenant’s moorage term. The Port shall receive written notice thirty days prior to insurance cancellation. Failure to provide or keep in force such insurance shall be construed as a default of this Agreement and the Port will exercise its right to terminate.

DEFAULT: In the event tenant does not timely pay, as provided in Marina Moorage Rate Schedule, fees and other charges which are accrued in favor of the Port, or if the tenant otherwise violates the Port Moorage Rules or any terms of this Agreement the tenant shall be in default hereunder and the tenant’s SUP, Shell, Outrigger or small watercraft and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the marina, or elsewhere, until all charges then owing and all charges which shall thereafter accrue are fully paid and all violations of this Agreement cured. In addition, at its option, the Port may terminate tenant’s right to lease marina space, all without prejudice to the right of the Port to collect fees, rental and utility charges payable under this Agreement before or after tenant’s SUP, Shell, outrigger or small watercraft is removed from the marina. The remedies provided herein are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws and local ordinances, including any Port ordinance. In any action or proceeding for the collection of any sums or charges which may be payable hereunder, tenant agrees to pay, in addition thereto, a reasonable sum for Port’s attorney fees and court costs before suit, at suit or on appeal.

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THIS AGREEMENT WILL NOT TAKE EFFECT WITHOUT THE FOLLOWING INFORMATION COMPLETED:

Tenant’s Name: Clare Fitzpatrick (Kathleen Fitzpatrick)
Home Address: 1500 Rock Creek Road, Mosier, OR 97040

Cell Phone #: 541-399-2210
Alternate Phone #: 541-400-0124
Alternate Phone #:
Email: kfitzz77@gmail.com

Emergency Contact Name: Greg Steers
Emergency Contact #: 541-490-0140

- 1. Proof of Insurance: (attach copy) **COI required - \$500,000 watercraft liability; Port named as Additional Insured**
Agent: _____ Policy# _____ Phone# _____
- 2. Current Boat Registration Number If Applicable: (attach copy)
Number: _____ Expiration: _____
- 3. Copy of Title with Name on it if Applicable: (attach Copy)
- 4. Boat Make: _____
- 5. Boat Weight: _____ LOA: _____ Beam: _____

Date: _____ **Tenant Signature:** _____

For Office Use Only:

FOR THE PORT OF HOOD RIVER

By: _____ **Date** _____

1000 E. Port Marina Drive, Hood River, OR 97031 ▪ 541-386-1645 ▪ www.portofhoodriver.com ▪ marina@portofhoodriver.com

PORT OF HOOD RIVER MARINA
Shell Dock ANNUAL MOORAGE RENTAL AGREEMENT

Effective Date: 08/01/2018

Tenant: Mark Thomas

Shell Dock Slip Number: #6 Shell

The Port reserves the right to relocate the tenant to another moorage slip at any time.

PORT RULES: The undersigned (“tenant”) has received, read and agrees to abide by the current Port of Hood River (“Port”) Marina Rules and Regulations which apply to the Port Marina (“marina”). Tenant also agrees to abide by any new or revised marina moorage rule, regulation or ordinance adopted by the Port hereafter (current, new and revised marina moorage rules, regulations and ordinances, “Moorage Rules”). Moorage Rules shall be in effect on the date posted on the Port’s website, or a later date if so specified by the Port, at www.portofhoodriver.com. It is the tenant’s obligation to review the Port’s website to determine Moorage Rules in effect. As a courtesy, the Port may notify a tenant of Moorage Rules changes sent by email or mail to tenant’s address listed below.

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If Moorage Rules conflict with any provision of this Annual Moorage Rental Agreement, to the extent of any conflict the Moorage Rules shall take precedence and be followed, notwithstanding conflicting language in this Agreement.

THIS AGREEMENT WILL NOT TAKE EFFECT WITHOUT THE FOLLOWING INFORMATION COMPLETED:

Tenant’s Name: Mark Thomas

Home Address:

Cell Phone #: 541-550-0978

Alternate Phone #:

Alternate Phone #:

Email: mark.thomas@providence.org, markwthomas@gmail.com

Emergency Contact Name:

Emergency Contact #:

1. Proof of Insurance: (attach copy) **COI required - \$500,000 watercraft liability; Port named as Additional Insured**

Agent: Policy# Phone#

2. Current Boat Registration Number If Applicable: (attach copy)

Number: Expiration:

3. Copy of Title with Name on it if Applicable: (attach Copy)

4. Boat Make:

5. Boat Weight: LOA: Beam:

Date:

Tenant Signature:

For Office Use Only:

FOR THE PORT OF HOOD RIVER

By: _____ **Date** _____

1000 E. Port Marina Drive, Hood River, OR 97031 ▪ 541-386-1645 ▪ www.portofhoodriver.com ▪ marina@portofhoodriver.com

Commission Memo



Prepared by: Fred Kowell
Date: August 21, 2018
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp	\$7,892.50
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$7,892.50
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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 06, 2018
Account No: PORTOHaM

	Previous Balance	Fees	Expenses	Advances	Payments	Balance
MCELWEE EMPLOYMENT CONTRACT	0.00	414.50	0.00	0.00	0.00	\$414.50
MISCELLANEOUS MATTERS JJ	340.00	726.00	0.00	0.00	-340.00	\$726.00
ORDINANCE #24	20.00	0.00	0.00	0.00	-20.00	\$0.00
ORDINANCE #23	980.00	22.00	0.00	0.00	-980.00	\$22.00
LEASE DMV BUILDING (Thomas Keolker, Heart of Gold)	0.00	108.00	0.00	0.00	0.00	\$108.00
LEASE (Hood River Distillers)	400.00	2,684.00	0.00	0.00	-400.00	\$2,684.00
LEASE (Wyeast Laboratories, Inc.)	0.00	88.00	0.00	0.00	0.00	\$88.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)	60.00	1,254.00	0.00	0.00	-60.00	\$1,254.00
PROPERTY SALE	1,980.00	990.00	0.00	0.00	-1,980.00	\$990.00
SOUTH RUNWAY PROJECT	0.00	66.00	0.00	0.00	0.00	\$66.00

HOOD RIVER, PORT OF

Account No: Augu
P

Previous Balance	Fees	Expenses	Advances	Payments	Balance
ORDINANCE 24 AMENDMENT 1 - SMOKING BAN 180.00	0.00	0.00	0.00	-180.00	\$0.00
SOUTH TAXIWAY REHAB. (Airport) 0.00	110.00	0.00	0.00	0.00	\$110.00
WESTERN POWER LEASE (Kearney) 0.00	286.00	0.00	0.00	0.00	\$286.00
TOLL ENFORCEMENT 680.00	22.00	0.00	0.00	-680.00	\$22.00
MARINA MOORAGE AGREEMENT 0.00	66.00	0.00	0.00	0.00	\$66.00
WATERFRONT PARKING 220.00	22.00	0.00	0.00	-220.00	\$22.00
FEIS 40.00	22.00	0.00	0.00	-40.00	\$22.00
BOATHOUSE LEASES 40.00	1,012.00	0.00	0.00	-40.00	\$1,012.00
<u>4,940.00</u>	<u>7,892.50</u>	<u>0.00</u>	<u>0.00</u>	<u>-4,940.00</u>	<u>\$7,892.50</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 31st OF JULY UNLESS OTHERWISE STATED

Commission Memo



Prepared by: Anne Medenbach
Date: August 21, 2018
Re: Waterfront Zoning – Maritime Site

The Commission recently requested that Dustin Nilsen, Hood River City Planning Director, attend a public session meeting to discuss zoning. The Board will be asking for clarification regarding the Waterfront Refinement Plan for Subarea 3, specifically.

Attached is a zoning overview for the Waterfront.

RECOMMENDATION: Discussion.

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Waterfront Zoning Overview – Maritime Site

1. Hood River City Zoning Code

Zoned- Light Industrial (see attached code section)

Definition (17.01.060)-LIGHT INDUSTRIAL USE means industrial service (e.g. corporate laundry and cleaning, etc.), research and development, manufacturing, processing, fabrication, packaging, assembly of goods, and warehousing.

Permitted Uses: Those defined above

A. Uses subject to site plan review

1. Permitted uses and the following when accessory and essential to the permitted light industrial use: office uses, wholesale sales, marketing, training and outside storage
2. Industrial Office uses up to 25,000 square feet of gross floor area.
3. Sales and display of products provided: (i) sales are limited to those accessory and essential to the permitted use; and (ii) the total area devoted to sale and display of such products shall not exceed 2,500 square feet or 25% of the gross floor area within the building, whichever is less, except for LI uses in the Central Business District where the sales and display of products can be greater than 2,500 square feet or 25% of the gross floor area as long as the use remains incidental to the onsite light industrial use.
4. Parking lots of four (4) or more spaces, new or expanded, and or the equivalent of paving equal to four (4) or more parking spaces
5. Transportation facilities pursuant to 17.20.050(B)

B. Refinement plan zoning overlay for Subarea 3

Does not impact uses. Does change allowed footprint, height, setbacks, parking requirements and design. (see attached quick reference guide).

Does change requirements for a Variance negating need to meet the hardship requirements. Section M1 &2 outline this process and allow certain flexibility when applying for a variance. In summary as long as you can make a good case that there are either or both 1. Physical characteristics of the site that require a variance or 2. The alternative better complies with the purpose or intent of the code (design standards, pedestrian friendly and improved access and visibility of waterfront) a Variance may be granted. This has been confirmed by the City Planning Manager.

2. Planning/study work to date

- a. Surveys- Topo, utility and boundary are complete. There is still some question regarding the east lot between the park (.30 acres). Terra surveying is researching to clarify how this lot can be used.
- b. Some geotechnical has been done, but a full study will need to be completed.
- c. Livermore Architects completed a concept master plan with 3 options

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17.03.060 Light Industrial Zone (LI)

A. Permitted Uses.

1. Temporary uses not exceeding thirty (30) days.
2. Caretaker's residence for an on-site industrial use.
3. Transportation Facilities pursuant to 17.20.050 (A).

B. Permitted Uses Subject to Site Plan Review.

1. Light Industrial Uses including the following when accessory and essential to the permitted light industrial use: office uses, wholesale sales, marketing, training and outside storage
2. Industrial Office uses up to 25,000 square feet of gross floor area.
3. Sales and display of products provided: (i) sales are limited to those accessory and essential to the permitted use; and (ii) the total area devoted to sale and display of such products shall not exceed 2,500 square feet or 25% of the gross floor area within the building, whichever is less, except for LI uses in the Central Business District where the sales and display of products can be greater than 2,500 square feet or 25% of the gross floor area as long as the use remains incidental to the onsite light industrial use.
4. Parking lots of four (4) or more spaces, new or expanded, and or the equivalent of paving equal to four (4) or more parking spaces
5. Transportation facilities pursuant to 17.20.050(B)
6. Change of use

C. Conditional Use.

1. Industrial Office uses greater than 25,000 square feet of gross floor area, subject to design standards in 17.16.055.
2. Light Industrial and Industrial Office uses with accessory and incidental employee services, such as but not limited to food and beverage sales. Such employee service uses are further limited by the following threshold criteria to ensure against public sales:
 - a. Location. Employee service areas shall be located within the building(s) of the permitted Light Industrial Use.
 - b. Visibility. An employee service area may be located on a street frontage with interior access and no direct exterior entrance. Secondary fire egress is allowed.
 - c. Signage. No exterior signs promoting employee service and sales are allowed.
3. Public facilities and uses, including change of use.
4. Light Industrial and Industrial Office Uses on parcels of more than 5 acres.

D. Site Development Requirements.

1. Minimum Lot Area: None
2. Minimum frontage: Twenty (20) feet on a dedicated public street

E. Setback Requirements. Minimum Setbacks: None

F. Maximum Building Height. Forty-five (45) feet

G. Parking Regulations.

1. One (1) off-street parking space shall be provided on the building site, or adjacent to the site for each employee. In addition, adequate off-street parking shall be provided on or adjacent to the building site to meet the needs of anticipated clientele.
2. In no case shall there be less than two (2) off-street parking spaces.
3. The Central Business District, the Heights Business District and the Waterfront are exempt from this requirement but shall pay a fee in-lieu of parking in accordance with Chapter 17.24.
4. Parking in the Central Business District, Heights Business District and Waterfront may be satisfied by substituting all or some of the parking requirement at adjacent or nearby off-site off-street locations and/or by adjacent or nearby shared parking if the substitute parking reasonably satisfies the parking requirements of this section. If no off-street or off-site parking reasonably satisfies the parking requirements of this section, the fee in-

lieu of parking shall be paid in accordance with Chapter 17.24. If less than all required parking is provided, the fee in lieu of parking shall be paid in accordance with Chapter 17.24, except that a credit shall be given for the number of spaces provided.

5. Off-street loading facilities shall be encouraged.

a. Public alleys may be utilized for off-street loading facilities.

6. All parking areas and driveways shall be hard surfaced prior to occupancy, under the following circumstances:

a. New construction

b. Change of use

c. New parking area

7. Bicycle parking as required by 17.20.040.

H. Lighting. Artificial lighting shall be subdued and shall not shine, cause glare, or be unnecessarily bright on surrounding properties. Both interior and exterior lighting shall take into consideration the viewshed and shall be dimmed as much as possible after closing without compromising safety and security. Flood lights on poles higher than fifteen (15) feet shall not be permitted.

I. Signs. All signs shall be in conformance with the sign regulations of this title.

J. Landscaping. All landscaping shall be in conformance with the landscape standards in this title.

E. Development and Design Standards for Commercial and Industrial Development.

In addition to the standards of the base zone and the Site Plan Review criteria, the design standards of this section shall apply to all industrial and commercial development within the Waterfront Overlay Zone. Buildings and developments in existence on January 22, 2015, are not subject to these standards and shall not be made non-conforming by their adoption provided that any remodel, addition or new construction, which requires Site Plan Review, complies with the applicable standards.

1. Façade Variation. All buildings shall incorporate design features. Design features include offsets, balconies, projections, window reveals, or other similar elements to preclude large expanses of uninterrupted building surfaces in areas which are visible to the public. Design features shall occur at a minimum of every thirty (30) feet for all building facades within thirty (30) feet of the street, plaza, or other public open space within the Waterfront Overlay Zone; and a minimum of every fifty (50) feet for other facades which are visible to the public from a street, plaza, or other public open space within the Waterfront Overlay Zone.

The facade shall contain at least two (2) of the following features:

a. Recess (e.g., deck, patio, courtyard, entrance or similar feature) that has a minimum depth of six (6) feet;

b. Extension (e.g., floor area, deck, patio, entrance, or similar feature) that projects a minimum of two (2) feet and runs horizontally for a minimum length of four (4) feet;

c. Offsets or breaks in roof elevation of two (2) feet or greater in height; and/or

d. Natural wood, weathering steel trim/accents with a minimum dimension of four (4) feet by six (6) feet.

e. Other similar façade variations approved by the review authority (planning staff or planning commission).

2. In order to avoid façade variations that are out of scale with the building, on buildings that are less than 3,000 square feet, the minimum dimensions (e.g., depth and width) of the features described in a – d, above, may be reduced by up to 50%.

3. Required Windows.

a. Any facade which is within thirty (30) feet of the street, plaza, or other public open space within the Waterfront Overlay Zone shall contain at least the minimum percentage of windows specified in Table 17.03.130-1, below. For buildings in which all facades are within thirty (30) feet of the street, plaza, or other publicly accessible open

space, the percentage of windows required by Table 17.03.130-1 may be reduced by 50% on two of the four sides.

Table 17.03.130-1 Required Windows for Certain Facades

Location Ground	Floor Wall	Total Wall Area
Buildings in Subarea 1	50% of the length	40% of the total wall area
Buildings in Subarea 2	40% of the length	30% of the total wall area
All other buildings	20% of the length	15% of the total wall area

b. For all other facades which are visible to the public from a street, plaza, or other publicly accessible open space at least 15% of the façade shall contain windows.

c. Windows must allow views into ground floor working areas or lobbies, pedestrian entrances, or display areas.

d. Windows should be square or rectangular with multiple lights. Windows with applied muntins which have no profile, or smoked glass or mirrored glass are prohibited.

4. Building Entries. The primary entrance shall be highlighted with architectural features (e.g. windows, recesses, canopies, etc.) and shall have an awning or other protection from natural elements.

Figure 17.03.130-5 Design Standards for Industrial and Commercial Development

5. Exterior Building Materials. Buildings shall be constructed using high quality and long-lasting exterior building materials. A “primary material” is the predominant building material(s) that covers a minimum of sixty (60) percent of the building’s exterior walls. An “accent material” is not the predominant building material. Any one accent material shall not cover more than forty (40) percent of the building’s exterior walls. Permitted materials are as follows:

a. Brick, natural stone (e.g. basalt), split- and ground-faced concrete masonry units, tilt-up concrete (concrete form liner w/color-integral or stain) or a combination of these materials may be used as primary or accent materials.

b. Glass (other than smoked glass or mirrored glass) may be used as primary or accent material.

c. Wood may be used for soffits, overhangs, entrance canopies and as an accent material.

d. Metal (e.g., weather steel) may be used for roofs and as an accent material.

e. Other similar materials that are approved by the review authority (planning staff or planning commission) may be used as primary or accent materials.

6. Building Placement and Orientation. Except as provided in this section, buildings shall have their orientation toward the street rather than the parking area, whenever physically possible.

a. All buildings in Subarea 2 shall have a primary entrance oriented to a street. For purposes of this subsection, “Oriented to a street” means that the building entrance faces the street. Buildings shall have an entrance for pedestrians directly from the street to the building interior. Building entrances may include entrances to individual units, lobby entrances, entrances oriented to pedestrian plazas, or breezeway/courtyard entrances (i.e., to a cluster of units or commercial spaces). Other buildings within the Waterfront Overlay should meet this standard to the extent practicable.

b. Publicly accessible sidewalks shall be provided adjacent to public or private street along the entire street frontage.

c. A building shall be setback not more than twenty (20) feet from a public sidewalk. This standard is met when a minimum of fifty percent (50%) of the front (street-facing) building elevation is placed no more than twenty (20) feet back from the sidewalk of a public or private street, whichever is applicable. The setback may be increased to allow for usable public space(s) with pedestrian amenities (e.g., extra-wide sidewalk, plaza, pocket park).

d. Parking is prohibited between the front elevation of the building and the street.

7. Parking Regulations for Commercial and Recreational Uses in the Light Industrial Zone. The following parking standards apply to commercial and recreational uses. All other uses are subject to the standards of the base

zone.

- a. Commercial/Retail Uses: One (1) space for each 300 square feet of gross floor area.
- b. Drinking and eating establishments: One (1) space for each 200 square feet of gross floor area, including any outside seating areas.
- c. Open space, trails, parks and similar uses: No minimum number of parking spaces is required.
- d. Bicycle parking as required by 17.20.040

G. Development Standards for Subarea 3 and Subarea 4.

In addition to the standards in 17.03.130.E, the following standards apply to Subarea 3 and Subarea 4 as identified on Figure 17.03.130-4.

1. Maximum Building Height on Subarea 3. The maximum building height within the area designated as Subarea 3 on Figure 17.03.130-4 is twenty-eight (28) feet.
2. ESEE Setback Standards on Subarea 3. Within the 75' ESEE setback from the top of bank, the following standards apply:
 - a. Outdoor storage of industrial materials and shipping containers and the parking of commercial trucks and heavy equipment is prohibited.
 - b. Fences shall not exceed three (3) feet in height.
 - c. The Waterfront Trail shall be landscaped with a variety of trees, shrubbery and groundcover at least twenty (20) feet landward of the edge of the trail.
3. Maximum Building Footprint on Subarea 3 and Subarea 4. The maximum building footprint within the areas designated as Subarea 3 and Subarea 4 on Figure 17.03.130-4 is 25,000 square feet.

H. Street Trees, Landscaping and Fencing.

In addition to the standards of Chapter 17.17, the following street tree and landscaping standards shall apply to development within the Waterfront Overlay Zone.

1. One street tree chosen from the City's street tree list shall be placed along the perimeter of the site or parcel fronting the street for each thirty (30) feet of frontage for that portion of the development facing the street.
2. Parking areas shall be shaded on the interior and exterior by deciduous trees and buffered from adjacent uses. A ratio of one (1) tree for each seven (7) parking spaces shall be required to create a canopy and windbreak effect. The tree species shall be selected from a street tree list provided by the City. Landscaped areas shall be fairly evenly distributed throughout the parking area and parking perimeter at the required ratio, but can be grouped around the perimeter to reduce the total area of the parking lot. The number of street trees and parking area trees shall be calculated separately.
3. Landscaping and open areas shall:
 - a. Emphasize the use of native trees, shrubs, or other plants adapted for survival or growth in this area. Shrubs and/or living groundcover shall be planted to assure fifty percent (50%) coverage within one (1) year and ninety percent (90%) coverage within five (5) years.
 - b. Provide for the planting of trees as windbreaks.
 - c. Include street trees and parking area trees that are in scale with the development.
 - d. The tree species selected shall be selected from a street tree list provided by the City, or as otherwise approved by the City.
4. Chain link fences shall include a top rail for security and maintenance and shall have a black, dark brown, or dark green powder coating and shall have a minimum of three (3) feet of landscaped screening along street frontages. Concertina wire, razor wire, barbed wire and similar materials are prohibited.

I. Exterior Lighting.

Lighting facilities

throughout the development should improve night-time public safety and security, promote energy efficiency, and avoid detrimental impacts to the environment or to public use and enjoyment of public and private property. The following standards apply:

1. Light fixtures shall be full-cutoff. When installed, a full-cutoff fixture gives no emission of light above a horizontal plane.
2. Pole-mounted lighting shall not exceed a height of 20 feet.
3. Façade lighting shall be limited to illumination from building-mounted fixtures. Up-lighting is not permitted. When installed, up-lighting emits light above a horizontal plane.
4. Pedestrian scale lighting is required for the public walkways, plazas, and courtyards. Pedestrian-scaled lighting includes “classic street lights” which are specified in the City of Hood River Transportation System Plan, bollard lights and similarly scaled fixtures.
5. Street lights shall be provided on all public streets and private streets with public access. “Classic street lights” as specified in the City of Hood River Transportation System Plan are required unless an alternative is approved by the City Engineer. Spacing of lighting shall be consistent with City of Hood River Engineering Standards unless an alternative is approved by the City Engineer.

J. Screening and Storage.

1. All exterior storage, recycling, garbage cans, and garbage collection areas shall be screened from view from the Waterfront Trail, public plazas and open space, streets, sidewalks, and any adjacent properties. Trash and recycling receptacles for pedestrian use are exempt.
2. All truck loading areas shall be screened from view from the Waterfront Trail, streets, and sidewalks to the extent feasible.
3. Roof-mounted mechanical (e.g., HVAC) equipment shall be screened from view as follows:
 - a. Rooftop mechanical equipment screens shall be required at a height that is as high as the rooftop equipment being screened.
 - b. Screening shall be provided in a manner that is architecturally integral to the overall appearance of the building.
 - c. Required rooftop screening of mechanical equipment (not including silos or other storage facilities) up to six (6) feet in height shall not be included in the calculation of building height provided it is the minimum size necessary to screen the equipment and does not exceed the height of the equipment by more than one (1) foot. Equipment over six (6) in height shall be screened; however, the additional height over six (6) feet shall be included in the calculation of building height.
 - d. Solar panels are exempt from the screening requirements, above.

K. Design Standards for Waterfront Trail Improvements.

The following standards apply to the Waterfront Trail as shown on Figure 17.03.130-7.

Figure 17.03.130-7 Existing and Future Waterfront Trail

1. Public access shall be provided paralleling the waterfront and around the waterfront area via the Waterfront Trail as shown on Figure 17.03.130-7 and as provided in this section.
2. The Waterfront Trail shall be open to the public in accordance with rules and regulations established by the City and the Port.
3. Where a subject parcel includes a portion of a Waterfront Trail, as shown on Figure 17.03.130-7, the layout, location, and construction of the Waterfront Trail shall be reviewed for approval as part of the site plan review.
4. The Waterfront Trail shall be constructed to the following standards:
 - a. The Waterfront Trail shall be a minimum of (10) feet wide except along the area identified as the “Hook” on Figure 17.03.130-7 and in other locations where natural resource impacts preclude development of the full width. In no case shall the width be reduced below eight (8) feet.

- b. The Waterfront Trail shall be constructed of an all-weather material (e.g., asphalt or concrete, preferably concrete).
 - c. Pedestrian scale (e.g., bollard lights) night lighting shall be provided along the Waterfront Trail.
 - d. The Waterfront Trail shall be Americans with Disabilities (ADA) accessible.
 - e. Seating shall be provided at periodic intervals.
 - f. Except for the area identified as the "Hook" on Figure 17.03.130-7, the Waterfront Trail shall be landscaped. This should include a variety of trees, shrubbery, and groundcover at least eight (8) feet wide on the landward side where possible.
5. The Waterfront Trail shall be located substantially as shown on Figure 17.03.130-7, although the exact location of the Waterfront Trail may vary from Figure 17.03.130-7. Safety considerations for Waterfront Trail users shall be a principal consideration in the siting and configuration of the Waterfront Trail.
6. The Waterfront Trail may be public or private. If the proposed portion of the Waterfront Trail is private, a recorded easement in a form approved by the City must be provided, and the Waterfront Trail must be open to the public and shall not be restricted to public access except as allowed by City and Port rules and regulations pursuant.

L. Signs.

All signs shall be in conformance with the sign regulations of Title 18.

M. Adjustments to the Standards.

The review authority may grant a variance to the standards in subsections 17.03.130.E through 17.03.130.K if the following approval criteria are met. For each standard for which an adjustment to the standards is sought, the applicant shall demonstrate that at least one of the following circumstances is met:

1. The physical characteristics of the site or existing structures (e.g., steep slopes, wetlands, other bodies of water, trees or other significant natural features of the site, buildings or other existing development, utility lines and easements, etc.) make compliance with the standard infeasible; or
2. The alternative design better complies with the purpose and intent of the Overlay Zone to establish urban design standards for new industrial and commercial development consistent with the character of the Port and the City of Hood River; to ensure an attractive and pedestrian friendly street character; and to improve local access and visibility to and along the waterfront by protecting public access to the Waterfront Trail.

The variance shall be processed in accordance with the procedures, but not the approval criteria, in Chapter 17.18.

Waterfront Refinement Plan – Quick Reference

	Uses	Frontage	Setbacks	Building Height	Building Size Standards	Parking
Light Industrial	<p><i>Allowed:</i></p> <ul style="list-style-type: none"> Light Industrial (office uses, wholesale sales, marketing, training and outside storage) Industrial office Caretaker's residence for on-site industrial Sales and display of products provided sales are limited to those accessory and essential to the permitted use Parking lots Transportation facilities 	20 ft. on dedicated public street	None	Max. 45 ft.	<ul style="list-style-type: none"> Industrial Office uses up to 25,000 SF of gross floor area. May be greater than 25,000 SF as a conditional use and additional design standards. Sales and display of products provided cannot exceed 2,500 SF or 25% of the gross floor area within the building, whichever is less 	<ul style="list-style-type: none"> One off-street parking space for each employee Adequate off-street parking shall be provided on or adjacent to the building site to meet the needs of anticipated clientele Bicycle parking, depending on proposed use (specified in Table 17.20.040-A)
Waterfront Overlay	<p><i>Allowed:</i> All uses allowed in LI</p> <p><i>Prohibited:</i> Commercial drive-through uses</p>	20 ft. on dedicated public street	<ul style="list-style-type: none"> Front: Max 20 ft. Rear: None Side: None 	Max. 45 ft.	<ul style="list-style-type: none"> Building size standards are determined by the subarea standards (below); if there are no subarea standards specified, then LI standards (above) apply 	<ul style="list-style-type: none"> Prohibited in front setback Commercial/Retail Uses: 1 space for 300 SF gross floor area Drinking and eating establishments: 1 space for 200 SF gross floor area (including outside seating areas)
Subarea 1	<p><i>Allowed:</i> All uses allowed in LI</p> <p><i>Additional Permitted Uses:</i></p> <ul style="list-style-type: none"> Launch sites for non-motorized water sports Food carts Non-motorized water sport schools and rentals Commercial retail uses (but prohibited in northernmost 250 ft.) Parks and playgrounds <p><i>Prohibited:</i> Commercial drive-through uses</p>	20 ft. on dedicated public street Buildings may not occupy more than 50% of the street frontage of North First Street and Riverside Drive	<ul style="list-style-type: none"> Front: Max. 10 ft. Rear: None Side: None No buildings are permitted between the esplanade and the top of the upper bank No commercial retail uses in northernmost 250 ft. 	Max. 24 ft.	<ul style="list-style-type: none"> Max. Square Footage: 16,000 SF Commercial and light industrial uses: Max. Floor Area: 7,000 SF (includes the exterior dimensions of temporary structures, e.g. vending carts) 	See Waterfront Overlay
Subarea 2	<p><i>Allowed:</i> All uses allowed in LI</p> <p><i>Additional Permitted Uses:</i></p> <ul style="list-style-type: none"> Commercial retail uses, including the provision of goods and/or services for sale to the public Professional Office uses which are not accessory and essential to a permitted light industrial use <p><i>Prohibited:</i> Commercial drive-through uses</p>	20 ft. on dedicated public street	<ul style="list-style-type: none"> Front: Max 20 ft. Rear: None Side: None 	Max. 45 ft.	<ul style="list-style-type: none"> Commercial retail uses cannot exceed 1,500 SF or 10% of the gross floor area Total commercial retail square footage in the building (accessory to industrial and non-accessory) cannot exceed 2,500 SF or 25% of the gross floor area within the building, whichever is less Professional Office uses cannot exceed 25% of the gross floor area within a building 	See Waterfront Overlay
Subarea 3	<p><i>Allowed:</i> All uses allowed in LI</p> <p><i>Prohibited:</i> Commercial drive-through uses</p>	20 ft. on dedicated public street	<ul style="list-style-type: none"> Front: Max 20 ft. Rear: None Side: None 	Max. 28 ft.	Max. Building Footprint: 25,000 SF	See Waterfront Overlay
Subarea 4	<p><i>Allowed:</i> All uses allowed in LI</p> <p><i>Prohibited:</i> Commercial drive-through uses</p>	20 ft. on dedicated public street	<ul style="list-style-type: none"> Front: Max 20 ft. Rear: None Side: None 	Max. 45 ft.	Max. Building Footprint: 25,000 SF	See Waterfront Overlay

Note: There are no minimum lot sizes. If a design or development standard is not specified under a subarea, then the standard from the waterfront overlay applies. If there is no standard specified in the overlay, then the LI standard applies.

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Commission Memo

Prepared by: Genevieve Scholl
Date: August 21, 2018
Re: 2018 Summer Interns



As part of the Port's Community Benefit Initiative, the Port has had paid internships for Gorge resident high school and college students every summer since 2013. Interns have completed projects that delivered tangible value to the Port and its constituents in all areas of Port operations; from policy analysis and legislative advocacy strategy, waterfront safety and invasive weed mitigation, stormwater treatment planning for Lot #1, and so on.

This summer the Port's three internships were focused on administrative/front office support, land development and wetland mitigation, and public information video production. Aidan Liddiard, Land Development Intern, and Connor Truax, Video Production Intern, will attend the meeting to give brief presentations about their projects and receive Commission feedback.

RECOMMENDATION: Informational.

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Commission Memo



Prepared by: Fred Kowell
Date: August 21, 2018
Re: Financial Review for the Year Ended
June 30, 2018

This financial review is almost complete but I still have to prepare the year-end financial statements that will ultimately include full accrual adjustments as well as any auditor comments. You will find four attachments regarding this financial review as follows:

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

Bridge Traffic and Revenue Report

With regard to the Bridge Traffic and Revenue Report, you can see our traffic is up by 6% over last year and revenues are up 22% due to the February toll increase. However, it's been awhile that June traffic did not eclipse the prior year and revenues are lower than projected in the forecast due to the Eagle Creek fire, but more importantly the higher percentage of customers switching to Breezeby than anticipated in the budget.

Schedule of Expenditures by Cost Center by Fund

Personnel services are under budget in every instance but the Bridge Repair & Replacement Fund. Although we merged the Bridge Repair Fund with the Bridge Replacement Fund during the Budget Transfer process, I had anticipated moving the contractor budget dollars in Materials & Services to Personnel Services to cover the use of an employee versus a contractor but did not get that amount transferred over. That is why Materials & Services is under budget for the Bridge Repair & Replacement Fund by the amount that should have been transferred over to Personnel Services.

Materials & Services overall is tracking below budget, except for the Nichols/Hook/Spit cost center where the grading of the roads came in slightly higher than anticipated in the Budget Transfer.

Capital Outlay is tracking below budget as most of the capital projects were moving forward during the prime construction period. The only exception was the Airport which depicted a slight overage due to some of the closeout issues on the South Taxiway that was not anticipated when the Budget Transfer was being prepared.

Schedule of Revenues

With the exception of the toll revenues as explained above, lease revenues from our industrial and commercial properties showed continued strength as they exceeded their revenue target. In addition, reimbursements depicted higher than budget numbers due mostly to higher utilities and property taxes.

The Event Site depicts higher than budget numbers as passes continued to be in demand. Parking just got off the ground in June and should show more financial activity in July and August.

The Marina was on track with its budget with no exceptions to be noted. The Airport is slightly under budget but does not reflect any Fuel Sales.

Statement of Operating Revenues, Expenditures and Other Sources and Uses

Overall, the actuals are tracking according to the activities we have incurred during 91.6% of the year as outlined in the budget, with the exception of the financial impact of delaying the toll increase rollout. On a cashflow basis, we're depicting an overall positive of \$769,745 which does not reflect the billings that need to occur for our reimbursable grants related to the airport and the annual marina operating grant from the OSMB.

Accounts Receivables Update – Pfriem has completed making all their payments in arrears. Gianino Marble who was turned over to Collections and are now reimbursing us and should be done by year end.

We had a good year with respect to our budget and I am available at your convenience to answer any questions you may have.

RECOMMENDATION: Discussion.

PORT OF HOOD RIVER
Bridge Traffic and Revenue Report
Exhibit B
Columbia State Bank Loan - Covenant - 3.9 (g)

	2013-14		2014-15		2015-16		2016-17		2017-18		Change from Prior year	
	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue
JUL	372,181	\$ 339,743	379,536	\$ 341,480	399,634	\$ 382,921	423,744	\$ 402,074	442,251	\$ 399,618	1.04	0.99
AUG	372,950	\$ 344,140	380,914	\$ 348,030	391,499	\$ 376,690	425,567	\$ 407,839	435,364	\$ 401,815	1.02	0.99
SEPT	330,147	\$ 304,490	344,693	\$ 317,989	364,125	\$ 350,020	387,860	\$ 372,099	412,452	\$ 332,996	1.06	0.89
OCT	326,995	\$ 299,209	336,623	\$ 303,073	353,313	\$ 339,194	357,180	\$ 337,294	389,210	\$ 361,315	1.09	1.07
NOV	281,772	\$ 252,702	274,601	\$ 244,065	312,731	\$ 297,037	330,795	\$ 313,529	341,147	\$ 312,337	1.03	1.00
DEC	272,528	\$ 237,524	290,855	\$ 249,793	289,296	\$ 269,344	285,209	\$ 260,625	324,278	\$ 298,530	1.14	1.15
Calendar Year Total	3,749,551	\$3,384,542	3,829,791	\$3,424,449	4,063,317	\$3,814,690	4,280,160	\$4,028,417	4,377,500	4,038,137	1.02	1.00
JAN	274,253	\$ 244,374	286,390	\$ 259,626	291,674	\$ 272,828	245,670	\$ 238,709	327,522	\$ 293,677	1.33	1.23
FEB	248,373	\$ 219,088	281,351	\$ 259,207	305,800	\$ 286,071	266,202	\$ 244,472	296,977	\$ 387,737	1.12	1.59
MAR	297,531	\$ 265,325	324,912	\$ 299,162	342,162	\$ 317,959	350,470	\$ 324,146	357,160	\$ 501,543	1.02	1.55
APR	317,218	\$ 282,097	334,016	\$ 307,643	365,654	\$ 338,556	362,559	\$ 334,362	362,150	\$ 491,217	1.00	1.47
MAY	343,575	\$ 301,985	360,643	\$ 341,172	381,248	\$ 357,119	399,271	\$ 368,296	407,141	\$ 564,038	1.02	1.53
JUN	341,619	\$ 307,150	365,407	\$ 332,673	383,267	\$ 362,425	408,626	\$ 421,541	406,529	\$ 566,765	0.99	1.34
Fiscal Year Total	3,779,142	\$3,397,826	3,959,941	\$3,603,914	4,180,403	\$3,950,164	4,243,153	\$4,024,985	4,502,181	4,911,583	1.06	1.22

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PORT OF HOOD RIVER
SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND
BUDGET AND ACTUAL - 100% THROUGH THE BUDGET
FOR THE YEAR ENDED JUNE 30, 2018

EXPENDITURES	Personal Services			Materials & Services			Capital Outlay			Debt Service			Total Appropriation					
	Budget	Actual	Unspent	Budget	Actual	Unspent	Budget	Actual	Total	Budget	Actual	Unspent	Budget	Actual	Unspent			
Toll Bridge	882,600	833,702	48,898	681,100	651,721	29,379	333,000	307,167	307,167	25,833	92%	-	1,896,700	1,792,590	104,110			
<i>Industrial Facilities</i>																		
Big 7	49,900	48,059	1,841	154,200	151,715	2,485	43,000	9,132	9,132	33,868	21%	-	247,100	208,906	38,194			
Jensen Property	61,500	58,376	3,124	175,900	167,314	8,586	370,000	265,679	265,679	104,321	72%	145,000	752,400	636,370	116,030			
Maritime Building	38,900	37,816	1,084	88,000	78,568	9,432	10,000	-	-	10,000	0%	-	136,900	116,384	20,516			
Halvard Building	64,300	61,663	2,637	249,500	238,087	11,413	5,000	-	-	5,000	0%	-	318,800	299,751	19,049			
Timber Incubator Building	29,900	28,990	910	38,300	34,747	3,553	19,000	-	-	19,000	-	-	87,200	63,738	23,462			
Wasco Building	48,900	47,598	1,302	100,700	95,230	5,470	21,000	-	-	21,000	-	-	170,600	142,828	27,772			
Hanel Site	43,300	42,227	1,073	49,900	25,559	24,341	527,000	275,070	275,070	251,930	52%	140,800	126,618	14,182	90%			
	336,700	324,730	11,970	856,500	791,220	65,280	995,000	549,880	549,880	445,120	55%	285,800	271,620	14,180	95%	2,474,000	1,937,451	245,023
<i>Commercial Facilities</i>																		
State Office (DMV) Building	26,100	24,016	2,084	39,500	35,453	4,047	40,000	23,148	23,148	16,853	-	-	105,600	82,616	22,984			
Marina Office Building	37,700	35,016	2,684	46,100	39,079	7,021	43,000	35,090	35,090	7,910	82%	-	126,800	109,185	17,615			
Port Office Building	36,100	31,337	4,763	27,100	25,259	1,841	7,500	-	-	7,500	0%	-	70,700	56,596	14,104			
	99,900	90,369	9,531	112,700	99,792	12,908	90,500	58,238	58,238	32,263	64%	-	303,100	248,398	54,702			
Waterfront Industrial Land	40,700	39,306	32,936	78,000	71,489	6,511	125,000	81,284	81,284	43,716	65%	-	243,700	192,079	51,621			
<i>Waterfront Recreation</i>																		
Eventsite	128,200	80,021	48,179	47,000	46,650	350	15,000	11,120	11,120	3,880	74%	-	190,200	137,791	52,409			
Hook/Spit/Nichols	45,200	42,144	36,841	35,000	35,249	(249)	41,500	2,500	2,500	39,000	6%	-	121,700	79,893	41,807			
Marina Park	154,500	141,524	119,039	63,900	34,167	29,733	43,000	15,039	15,039	27,961	35%	-	261,400	190,730	70,670			
	327,900	263,690	204,059	145,900	116,065	29,835	99,500	28,659	28,659	70,841	29%	-	573,300	408,414	164,886			
Marina	139,800	136,701	3,099	103,200	91,039	12,161	79,000	22,374	22,374	56,626	28%	96,700	95,073	1,627	98%	418,700	345,187	73,513
Airport	132,800	129,531	3,269	165,000	123,172	104,680	1,966,100	1,993,951	1,993,951	(27,851)	101%	-	2,263,900	2,246,654	17,246			
Administration	6,000	-	6,000	137,300	102,730	34,570	11,000	3,025	3,025	7,975	28%	-	154,300	105,755	48,545			
Maintenance	-	-	-	98,600	98,087	513	52,500	52,491	52,491	9	100%	-	151,100	150,578	522			
Total Expenditures	1,966,400	1,818,029	319,762	2,378,300	2,145,314	295,838	3,751,600	3,097,068	3,097,068	654,532	83%	382,500	366,693	15,807	96%	8,478,800	7,427,104	760,170
Bridge Repair & Replacement Fund	90,100	157,059	(66,959)	305,000	225,378	79,622	2,224,500	509,223	509,223	1,715,277	23%	677,500	677,268	232	100%	3,297,100	1,568,927	1,728,173
General Fund	173,000	127,663	45,337	417,950	327,112	90,838	-	-	-	-	-	-	590,950	454,775	136,175			

Unfavorable Variance - Expenditures

Personnel Services regarding the Bridge Repair & Replacement fund was over budget due to the Budget Transfer not having the budget for Bridge replacement moved from M&S to Personnel Services.
Materials & Services for Nichols/Hook/Spit just slightly over budget due to grading of roads being slightly higher than the Budget Transfer amount.
Airport CIP was slightly over budget due to costs being higher for the South Taxiway close out than anticipated.

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PORT OF HOOD RIVER
Schedule of Revenues by Cost Center By Fund
Budget to Actuals - 100% Through Budget
For the Year Ended June 30, 2018

<u>REVENUE FUND</u>	REVENUES				
	Budget	Actual	Total	Variance	%
<u>Toll Bridge</u>					
Bridge Tolls	5,250,000	4,923,276	4,923,276	(326,724)	94%
Cable Crossing Leases	10,000	12,300	12,300	2,300	123%
Other	1,000	29,262	29,262	28,262	2926%
	<u>5,261,000</u>	<u>4,964,838</u>	<u>4,964,838</u>	<u>(296,162)</u>	<u>94%</u>
<u>Industrial Facilities</u>					
<u>Big 7</u>					
Lease Revenues	189,800	263,331	\$ 263,331	73,531	139%
Reimbursements/Other	76,800	85,992	\$ 85,992	9,192	112%
<u>Jensen Property</u>					
Lease Revenues	340,900	345,316	345,316	4,416	101%
Reimbursements/Other	130,600	131,431	131,431	831	101%
<u>Maritime Building</u>					
Lease Revenues	202,000	184,591	184,591	(17,409)	91%
Reimbursements/Other	57,800	50,154	50,154	(7,646)	87%
<u>Halyard Building</u>					
Lease Revenues	218,500	220,154	220,154	1,654	101%
Reimbursements/Other	185,400	213,898	213,898	28,498	115%
Note Receivable	19,550	19,550	19,550	0	100%
<u>Timberline Incubator Building</u>					
Lease Revenues	69,000	71,050	71,050	2,050	103%
Reimbursements	15,000	15,526	15,526	526	104%
<u>Wasco Building</u>					
Lease Revenues	145,500	157,467	157,467	11,967	108%
Reimbursements	47,500	50,936	50,936	3,436	107%
<u>Hanel</u>					
Reimbursements	-	-	-	-	-
Sale of Property	490,000	-	-	(490,000)	0%
	<u>2,188,350</u>	<u>1,809,395</u>	<u>1,809,395</u>	<u>(378,955)</u>	<u>83%</u>
<u>Commercial Facilities</u>					
<u>State Office (DMV) Building</u>					
Lease Revenues	45,100	44,798	44,798	(302)	99%
Reimbursements	-	24,195	24,195	24,195	#DIV/0!
<u>Marina Office Building</u>					
Lease Revenues	68,900	69,095	69,095	195	100%
Reimbursements	22,500	18,191	18,191	(4,309)	81%
<u>Port Office Building</u>					
Lease Revenues	48,550	48,550	48,550	-	100%
Reimbursements	500	-	-	(500)	0%
	<u>185,550</u>	<u>204,828</u>	<u>204,828</u>	<u>19,278</u>	<u>110%</u>
<u>Waterfront Industrial Land</u>					
Lease Revenues	600	-	-	(600)	0%
Land Sale	-	-	-	-	#DIV/0!
Parking	-	6,279	6,279	6,279	0%
Other Income	-	2,125	2,125	2,125	#DIV/0!
URA Payments	339,100	341,462	341,462	2,362	101%
	<u>339,700</u>	<u>349,866</u>	<u>349,866</u>	<u>10,166</u>	<u>103%</u>
<u>Waterfront Recreation</u>					
<u>Eventsite, Hook and Spit</u>					
Eventsite - Passes/Permits and Concessions	124,200	160,967	160,967	36,767	130%
Hook/Spit/Nichols	24,100	5,671	5,671	(18,429)	24%
<u>Marina Park</u>					
Sailing Schools, Showers and Events	9,200	8,136	8,136	(1,064)	88%
Lease Revenues	6,500	6,693	6,693	193	103%
Reimbursements	2,000	2,032	2,032	32	102%
Grant	-	-	-	-	#DIV/0!
	<u>166,000</u>	<u>183,499</u>	<u>183,499</u>	<u>17,499</u>	<u>111%</u>
<u>Marina</u>					
Lease Revenues	196,000	194,337	194,337	(1,663)	99%
Moorage Assessment	85,200	83,619	83,619	(1,581)	98%
Reimbursements/Other	61,400	52,390	52,390	(9,010)	85%
Grant	7,050	-	-	(7,050)	0%
Other Financing Sources	-	-	-	-	#DIV/0!
	<u>349,650</u>	<u>330,346</u>	<u>330,346</u>	<u>(19,304)</u>	<u>94%</u>
<u>Airport</u>					
Lease Revenues	179,900	173,292	173,292	(6,608)	96%
Reimbursements	21,000	17,091	17,091	(3,909)	81%
Grants	1,740,000	1,280,006	1,280,006	(459,994)	74%
Other Financing Sources	-	-	-	-	-
	<u>1,940,900</u>	<u>1,470,389</u>	<u>1,470,389</u>	<u>(470,511)</u>	<u>76%</u>
Budget to Actual Revenues	10,431,150	9,313,161	8,963,295	(1,128,155)	89%
Revenues less Other financing sources	7,834,450	7,642,881	7,293,015	(201,735)	98%
<u>GENERAL FUND</u>					
Property taxes	68,400	69,984	69,984	1,584	102%
Transfers from other funds	522,600	454,174	454,174	(68,426)	87%
	<u>\$ 591,000</u>	<u>\$ 524,158</u>	<u>\$ 524,158</u>	<u>\$ (66,842)</u>	<u>89%</u>
<u>BRIDGE REPAIR & REPLACEMENT FUND</u>					
Transfers from other funds	\$ 3,164,300	\$ 1,574,794	1,574,794	(1,589,506)	50%

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Hood River-White Salmon Bridge Replacement Project

Project Director Report

August 21, 2018

The following summarizes Bridge Replacement Project activities from July 25 through August 21, 2018.

FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)

The contract with WSP Global has been executed and the first Kick-Off meeting took place in Portland on August 9. First order of business will be identifying the lead agency and developing the public information plan, including initial stakeholder interviews. If members of the Commission would like to recommend either individuals or groups to be included, please notify the Project Director. Angela Findley, Project Manager, and her team have been thorough and complete. The Project Team will be convening the Wednesdays after the Commission's second meetings of the month for feedback. Next meeting in Hood River will be Sept. 19th. Refined schedules and scoping will be developed as we progress.

The Port did experience a change in Project Leadership as Alex Cousins, EnviroIssues, will be leaving for a similar position with the City of Portland. Pursuant to the contract with WSP, the Port must approve changes to key personnel. Cousins will be replaced by Anne Pressentin, also of EnviroIssues. Pressentin led the Public Involvement task as a member of the Parametric team that was also interviewed as part of the FEIS selection process. The Port had several conversations with her during the RFP process and she'll be an excellent addition to the team. An introduction letter and her resume are attached.

ODOT CONTRACT BUDGET

Last month, Commissioner Shortt requested a summary of the contracts approved to date related to the Oregon Dept. of Transportation (ODOT) \$5-million grant agreement. Also last month, the Commission approved the \$3.148-million contract with WSP to obtain a Record of Decision necessary to move the bridge replacement one step further. There are a number of expenditure categories and types:

CONTRACTS

NAME	PURPOSE	CONTRACT	THRU	
WSP USA Inc.	FEIS ROD	\$3,148,000	Jan. 2021	
Siegel Consulting	P3/Modeling/Legislative	\$110,000	Mar. 2019	→
Otak	NEPA Advisor	\$50,000	June 2020	
Clary Consulting	Procurement Advisor	\$40,000	Sept. 2018	→
SWRTC	FEIS RFP	\$11,500	complete	
Mott McDonald	Prelim. Cost Estimate	\$22,979	complete	
TOTAL UNDER CONTRACT as of 7/31/18		\$3,382,479		

It is anticipated that Siegel and Clary will have additional contract extensions throughout the FEIS process.

In addition, there are personnel related expenses, approximately \$550,000 over 3.5 years, legal expenses, and administrative expenses. The Port will also be contracting for other services including cultural resource advising, and traffic and revenue studies. The Project Director will be working with the Finance Dept. to develop a profit and loss budget vs. actual that can show periodic updates on the project budget.

PROJECT DELIVERY CONSIDERATION

Included in the meeting agenda is a contract amendment with Clary Consulting. Lowell Clary has produced a scope of work for traffic and revenue studies that will serve as a resource for contracting for those services in the next month. Though Clary's involvement will decrease in the next few months, he will continue to be on contract to advise as needed.

COMMUNITY OUTREACH

WASHINGTON STATE UPDATE

- Anticipate a verbal meeting summary between the Port of Hood River and Washington communities from Thursday, August 16th. Commissioners Streich, Shortt, Exec. Director McElwee, Project Director Greenwood and WSP Project Manager Angela Findley attended representing the Port. Sen. Curtis King and representatives from Klickitat County, Port of Klickitat and the Cities of White Salmon and Bingen called the meeting, which was held at the Port of Klickitat. The following items were to be discussed:
 - Key Decisions regarding the FEIS
 - Bi-state Framework
 - Post-FEIS Process
- I attended the Klickitat County Transportation Committee meeting on Wed., Aug. 1st where the County's "Regional Transportation Plan" was being finalized. Included in the packet is a single page from the plan that shows \$10M toward design and right of way acquisition under County Transportation Improvement Projects (TIP) and \$105M for bridge replacement (Wash. share) under Illustrative Needs. These items have been included in their plan for years, but it should be noted that the County TIP list has been actively funded and that the bridge replacement is the County's number one priority.
- Based on the recent Washington state primary elections, Port lobbyist Brad Boswell reports that there may be a leaning toward more Democrats being elected which could re-direct some attention to the I-5 bridge. In Clark County, the moderate Commission Chair was ousted, and the general election will pit a more conservative and more liberal candidate for the Chair position. If the County elects a more conservative Chair it will set up an interesting dynamic if the state legislature decides to make the I-5 bridge a priority.

COLUMBIA RIVER INTERTRIBAL FISHING COUNCIL (CRITFC) UPDATE

An action item for a new contract with Akana to provide cultural advising assistance is included in this evening's agenda.

INDIVIDUAL MEETINGS

- Wed. Aug. 8th conversation with Randy Clark USCG, Operations, who attended Port presentation at the Columbia River Tow Boat Operators a few months ago. He asked for a copy of the presentation to be shared with the new Astoria Sector Commander, Captain Jeremy Smith. Also included Steven Fischer USCG, Permitting, who is actively engaged in the project.

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	A	B	I	P	R	S	X	Y		
1	TENTATIVE PROJECTED DRAFT									
2	FORM LB-10		BRIDGE REPLACEMENT DEPT.							
3			within the BRIDGE R&R FUND							
4										
5										
6		Completed	Adopted	RESOURCES & REQUIREMENTS DESCRIPTION			FY 19-20	FY 20-21	FY 21-22	TOTAL
7		Fiscal Year	Budget Fiscal				Proposed By	Proposed By	Proposed By	
8		2017-18	Year 2018-19	Budget Officer	Budget Officer	Budget Officer				
24				REQUIREMENTS						
25										
26		59,723	203,900	PERSONAL SERVICES			150,000	154,500	0	568,123
27		50,346	143,800	Wages			128,750	132,612		
28		5,693	60,100	Benefits						
29		3,684	0	Taxes						
30			0	...			21,250	21,888		
31										
32		186,522	2,176,000	MATERIALS & SERVICE			1,411,000	745,381	21,000	4,539,903
33			80,000	Professional Services: Mgt & Admin						80,000
34		50,055		.....Procurement/Financial Advising (Siegel)			75,000	25,000	10,000	160,055
35		20,280		.....NEPA Advising (Otak)			20,000	5,000	0	45,280
36		37,740		.....Procurement/Delivery Advising (Clary)			50,000	5,000	0	92,740
37		11,500		.....EIS RFP Services (SWRTC)			0	0	0	11,500
38		22,979		.....Cost Estimate Update (Mott)			0	0	0	22,979
39		0		.....Reimbursable DOT/FHWA			1,000	5,000	5,000	11,000
40				Professional Services - Legal						0
41		22,630	20,000	.....Local Counsel (Jaques Sharp)			10,000	10,000	5,000	67,630
42		11,765		.....Specialty Counsel (Schwabe)			5,000	10,000	0	26,765
43				Professional Services - EIS						0
44		2,619	1,651,000	.....FEIS (WSP USA)			1,000,000	494,381	0	3,148,000
45		0		.....Other						0
46			385,000	Professional Services - Other Studies						385,000
47		0		.....Traffic/Tolling/Funding Study			150,000	50,000	0	200,000
48		0		.....Project Delivery Analysis			75,000	25,000	0	100,000
49		0		.....Miscellaneous Studies			0	25,000	0	25,000
50				Other Project Items						40,000
51		0		.....Initial Right-of-Way				40,000	0	40,000
52		0		.....Project Delivery RFI/Advertisement/Procurement Support			20,000	50,000	0	70,000
53		0	40,000	.....					0	40,000
54				Miscellaneous						0
55		1,354		.....IT Contract (Lerner)						1,354
56		0		.....Direct Expenses						0
57				.....Other			5,000	1,000	1,000	7,000
58				Office Supplies & Equipment						0
59		3,200								3,200
60		1,300								1,300
61		500								500
62				Advertising/Promotions/Outreach						0
63		600		.....P3/EIS RFP Noticing						600
64		0								0
65		0		...						0
66		0	0	CAPITAL OUTLAY			0	0	0	0
67			0	Project Delivery			0			
68			0	...			0			
69				...						
70		0	0	DEBT SERVICE			0	0	0	0
71				Principal						
73			0	Fees			0			
74										
75		246,245	2,379,900	TOTAL EXPENSES			1,561,000	899,881	21,000	5,108,026
77		0	0	TRANSFER OUT			0	0	0	0
79		0	0	CONTINGENCY			0	0	0	0
81		0	0	UNAPPROPRIATED ENDING FUND BALANCE			0	0	0	0
82										
83		246,245	2,379,900	TOTAL REQUIREMENTS			1,561,000	899,881	21,000	5,108,026

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MEMO

TO: Kevin Greenwood, Hood River Bridge Replacement Project Director, Port of Hood River
FROM: Angela Findley, WSP
SUBJECT: Key Personnel Replacement
DATE: August 1, 2018

For the Environmental Studies, Design and Permitting Support services that WSP is providing the Port of Hood River on the Hood River Bridge Replacement Project, **WSP requests approval to change one of our Key Personnel.**

Our Public Involvement Lead, Alex Cousins with EnviroIssues informed me that he will be leaving his position at EnviroIssues for a new position with the City of Portland in August 2018. Thus, he will no longer be available to serve any role on the project. **WSP recommends that Anne Presentin, who is also with EnviroIssues, replace Alex Cousins as the Public Involvement Lead.**

Anne has familiarity with the project as she met with the Port during the pre-RFP period, and she also supported Alex during the development of scope and budget during the WSP contract negotiations effort. Anne brings 20 years of transportation-related public involvement experience to our team, including her relevant bi-state experience designing and implementing a public involvement strategy on the I-5 Columbia River Crossing project in the Portland-Vancouver area. In addition, Anne has confirmed her availability to perform the duties of the project's Public Involvement Lead. Anne's resume is attached for your reference.

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enviroissues

Anne Pressentin

senior associate

Anne has worked for 20 years to ensure stakeholders can make informed choices and provide input valuable to decision makers through the use of transparent and effective communications. She has led teams as a project manager to deliver engagement and outreach strategies involving multiple tools: print and electronic communications, media relations, open houses, information booths, community presentations, and door-to-door outreach. She has developed overall strategy, facilitated meetings, developed briefing papers, given presentations, responded to reporter questions, summarized findings and written the final documents.

Education

Indiana University, School of Public and Environmental Affairs, Bloomington | M.P.A., Environmental Policy and Natural Resource Management; M.S., Environmental Science

University of Washington, Seattle | B.A., Communications and Political Science

Certifications

International Association of Public Participation | Certificates in Effective Planning, Communications and Techniques for Public Participation, 2013-2014

Institute for Participatory Management and Planning | Systematic Development of Informed Consent, 2004

Key Project Experience

SR 14 - Bingen/White Salmon Circulation Study

Regional Transportation Council, 2014 – 2016

Project manager to engage stakeholders on traffic flow and safety challenges in a rural community with many tourists. Oversaw creation of a stakeholder interview plan and questions to understand key transportation and economic development interests, as well as critical pathways for emergency response. Provided strategic oversight of the final report and findings which informed future planned improvements.

U.S. 26 Ross Island Bridge Rehabilitation Project

Oregon Department of Transportation, August 2014 – present

Manages communications and outreach effort for three-year project to repaint and repair a key transportation link across the Willamette River in Portland. Developed project messaging with client, oversaw creation of communications plan and schedule, edited text for print and electronic materials, developed approach for online open house and oversaw implementation.

Columbia River Gorge Transit Plan

Oregon Department of Transportation, October 2015 – May 2016

Created and implemented public involvement plan for a transit planning effort in a highly used tourist corridor where parking options are limited. Scheduled and supported eight stakeholder

meetings to identify constraints and opportunities to implement transit service. Oversaw development of public outreach materials.

Columbia Gorge Express Marketing

Oregon Department of Transportation, May 2016 – October 2016

Managed project to brand new transit service in the Columbia Gorge between east Portland and Multnomah Falls. Developed marketing plan with use of no paid advertising; oversaw development of branding guidelines, service kick-off event, website content and design, social media posts and collateral. Regularly reported results and reach to partners.

Lower White Salmon River Fish Habitat Conservation Strategy

Mid-Columbia Fisheries Enhancement Group, January – December 2014

Managed project to engage stakeholders and develop conservation approach for area affected by the removal of 100-year old Condit hydroelectric dam in fall 2011. Conducted stakeholder interviews and wrote memo on interview themes; planned and facilitated public meetings; delivered online survey and analyzed results, drafted conservation approach document for public review based on results of stakeholder engagement and technical analysis conducted by U.S. Geological Survey and Columbia Land Trust.

Hood River County Transit Master Plan

Columbia Area Transit, 2016 – 2017

Managed project to educate the community and gain input about transit service in the Columbia River Gorge as part of a master plan effort. Oversaw development of communications and outreach plan, outreach materials and planning for outreach events. Because many residents and visitors were unaware of the existing regular transit service, outreach tools relied on connecting with people through information tables, local leaders and the media.

Portland Metro Area Value Pricing Feasibility Analysis

ODOT, 2017 – present

Serves as communications manager for a project to consider congestion pricing on I-5 and I-205, which affects residents in a four-county area in both Oregon and Washington. Provides strategic advice and oversees overall planning, public involvement events, online open houses, deployment and results of online questionnaire, engagement of environmental justice populations and digital advertising.

Public Communications and Outreach: I-5 Columbia River Crossing

Washington State Dept of Transportation / Oregon Dept of Transportation, 2006 – 2013

Managed team of nine from 2010-2013 in co-located project office to deliver public outreach and information materials for a large-scale, bi-state project. Oversaw development and implementation of public communications for multiple outreach efforts to support the NEPA process, permitting and field work. Efforts included open houses, door-to-door outreach, printed and electronic communication materials, information booths, community presentations, advisory group meetings, expert review panels, legislative review panels, media relations and responding to public inquiries.

1) Safety, 2) Economic Development, 3) Congestion, 4) Connectivity, 5) Support, and 6) Cost/Funding.

Table 5-1: Klickitat County Transportation Improvement Projects

Rank	Facility	Mile Post	Location	Existing Condition	Improvement	Cost* (millions)
Unranked	All	N/A	Klickitat County	Existing transportation system	Preservation and Maintenance	Ongoing
Unranked	All	N/A	Klickitat County	Existing transportation system	Safety Improvements	Ongoing
Unranked	All	N/A	Klickitat County	Existing transportation system	Transportation Enhancements	Ongoing
Unranked	All	N/A	Klickitat County	Existing transit system	Maintain and improve public transit	Ongoing
Fully Funded	SR-14	66-67	Port of Klickitat: Bingen Point	At-grade crossing at Maple St.	Grade-separated RR crossing	\$22.0
BRIDGE > 1	SR-35	N/A	White Salmon to Hood River	Hood River Bridge	Bridge replacement: design and right-of-way	\$10.0
2	N/A	N/A	Klickitat County	Existing rural arterials	Reconstruct to all-weather roads	\$20.0
3	SR-14	66.41	Oak (SR-141) to Maple	Intersection	Roundabout and median	\$0.5
4	SR-14	65.5-66.4	Downtown Bingen	One lane each direction	Radar Speed sign, pedestrian crossings, sidewalk	0.4
5	SR-97/ SR-14	2.3-2.8	Maryhill Spur SR-97/SR-14	Offset intersections	Study: Intersection improvement	\$1.0
6	SR-97	25.4-27.2	Brooks Park to Ski-Lodge Rd	One lane each direction	Study Passing lane	\$0.8
7	SR-14	63.5-77.7	SR-14 within Klickitat Co.	Existing rockfall locations	Rockfall protection	\$5.0
8	SR-14	63.5-64.8	SR-141 Alt. to Dock Grade	Narrow two-lane road	Study: Improve width and grade	\$1.0
9	SR-14	75.8-76.3	Lyle	Uncontrolled access	Design sidewalk and curbs	\$0.3
10	SR-97	14.5-21.3	Little Klickitat Rv - Allen Cr	One lane each direction	Study: Passing lanes	\$1.8
11	SR-141	2.0-6.9	White Salmon to Northwestern Lake Rd. Vic.	Sharp curves	Study: Realignment of curves	\$2.0
12	SR-197	0.8-1.2	Dallesport Rd. to Dock Rd.	Intersections	Add left turn pocket, acceleration and deceleration lane	\$1.0
13	SR-141	0.8-1.2	Ash St. to SE 10th St.	Uncontrolled access	Design Sidewalk and curbs	\$0.3
Total						\$66.1

*These are planning level estimates and additional work will be needed to determine actual cost.

Table 5-2 provides a listing of needed improvements along the regional transportation system that do not have an identified revenue source. These projects will be added to the committed list when adequate financial resources are identified.

Table 5-2: Illustrative Needs

Rank	Facility	Mile Post	Location	Existing Condition	Improvement	Cost* (millions)
BRIDGE > 1	SR-35	N/A	White Salmon to Hood River	Hood River Bridge	Bridge replacement (WA Share)	\$105.0
2	SR-97	2.3-2.8	Maryhill Spur SR-97/SR-14	Offset intersections	Intersection improvement	\$68.0
3	SR-97	25.4-27.2	Brooks Park to Ski-Lodge Rd	One lane each direction	Passing lane	\$8.0
4	SR-14	63.5-64.8	SR-141 Alt. to Dock Grade	Narrow two-lane road	Improve width and grade	\$12.0
5	SR-14	75.8-76.3	Lyle	Uncontrolled access	Add sidewalk and curbs	\$2.7
6	SR-97	14.5-21.3	Little Klickitat Rv - Allen Cr	One lane each direction	Passing lanes	\$18.0
7	SR-141	2.0-6.9	White Salmon to Northwestern Lake Rd. Vic.	Sharp curves	Realignment of curves	\$26.0
8	SR-14	0.8-1.2	Ash St. to SE 10 th St.	Uncontrolled access	Sidewalk and curbs	\$3.0
Total						\$242.7

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Commission Memo



Prepared by: Michael McElwee
Date: August 21, 2018
Re: Executive Director Workplan

Attached is the initial draft the proposed Executive Director's FY 18/19 Workplan. This is a key document that will establish Commission priorities and guide staff efforts in the current fiscal year.

The Commission should review the draft Workplan and consider specific direction to finalize the Workplan at the first meeting in September.

RECOMMENDATION: Discussion.

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**EXECUTIVE DIRECTOR
FY 18/19
WORK PLAN**
Commission Review Draft: 8/21/18

Action:	Expected Completion	Completion
I. <u>FINANCIAL MANAGEMENT</u>		
<i>Goal: Ensure that financial resources continue to be deployed effectively, with a high degree of foresight and in anticipation of future Port needs.</i>		
1. Install hardware and software and demonstrate capability to implement license plate recognition tolling technology at the Toll Booth.	5/15/19	
2. Prepare a detailed "Fiscal Sustainability Financial Model" Describing the projected financial and operational performance of the Port without current bridge revenue for Commission review and discussion.	2/15/19	
II. <u>REAL ESTATE DEVELOPMENT & PLANNING</u>		
<i>Goal: Create significant, positive momentum toward development of the Port's Waterfront properties consistent with community objectives.</i>		
1. Prepare a DDA Amendment that addresses the allowed scope of development on Expo Property Parcel I for Commission consideration.	9/30/18	
2. Ensure implementation of Expo Phase II DDA with Key Development.	12/30/18	
3. Confluence Business Park (Lot #1)		
A. Prepare a Public Infrastructure Framework Plan for Urban Renewal Agency approval.	1/20/19	
B. Prepare a Property Development Market Analysis for Commission review.	1/20/19	
C. Prepare a Disposition and Development Policy for Commission review.	4/1/19	
D. Prepare a City/Port Public Improvement Development Agreement for Commission approval.	5/30/19	
4. Lower Mill Site		
A. Prepare a final DDA with Neal Creek Forest Products for the sale of two parcels for Commission approval.	11/10/18	

- | | |
|---|---------|
| B. Complete wetland permit application and mitigation plan for lot 300. | 10/1/18 |
|---|---------|

III. WATERFRONT RECREATION

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

- | | |
|--|----------|
| 1. Work with OSMB to finalize a master plan for the Boat Launch Ramp Parking Lot and Transient Boat Dock area. | 3/15/19 |
| 2. Evaluate implementation of 2018 Waterfront Parking Plan and recommend changes for summer 2019. | 1/30/19 |
| 3. Prepare design development plans for an upgraded restroom at the Event Site. | 12/30/18 |
| 4. Obtain COE/DSL permit and install modular docks in the in the Nichols Boat Basin. | 5/15/19 |
| 5. Develop and install an integrated signage plan for the Waterfront trail system. | 5/1/19 |

IV. BRIDGE/AIRPORT

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

- | | |
|--|----------|
| 1. Complete the Skew System Upgrade and Lift Span Motors Rehabilitation Project. | 12/30/18 |
| 2. Bridge Replacement | |
| A. Develop an analysis of alternative bridge replacement financing scenarios. | 2/30/19 |
| B. Attain 30% completion of the FEIS/NEPA scope being carried out by WSP Engineering. | 6/30/19 |
| C. Prepare draft legislation to support bridge replacement and seek approval during 2019 WA legislative session. | 11/30/18 |
| 3. Complete land lease and development agreements and obtain substantial completion of South Ramp Hangar Project | 6/30/19 |
| 4. Complete permitting and construction plans/specs for the North Ramp Connect VI project. | 10/30/18 |

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. Prepare an analysis of regional business sectors identifying real estate development market opportunities. | 04/30/19 |
| 2. Assess opportunities for collaboration among local public agencies and non-profits. | 06/30/19 |

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. Update Communications Plan for Commission approval. | 10/15/18 |
| 2. Prepare a detailed description of the "Community Support Initiative" for Commission discussion. | 11/30/18 |

VII. GOVERNANCE & BOARD COMMUNICATIONS

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

- | | |
|--|---------|
| 1. Update the board & staff training policy. | 02/1/19 |
| 2. Prepare plan for regular project communication and management updates with Commission President and individual Commissioners. | 9/30/18 |

VII. PERSONNEL MANAGEMENT

Goal: Ensure that appropriate personnel policies are in place.

- | | |
|---|---------|
| 1. Evaluate step ladder and associated staff compensation for personnel and recommend changes. | 3/30/19 |
| 2. Revise/streamline staff performance evaluation forms | 3/15/19 |
| 3. Obtain Commission approval of Executive Director Annual Workplan and provide mid-year and end-of-year updates. | 9/15/18 |

VII. NEW OR UNPLANNED INITIATIVES

Based on new Commission direction or identified need

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Executive Director's Report

August 21, 2018

Staff & Administrative

- Roy Barnes, the husband of Bingen Mayor Betty Barnes, was tragically killed in a highway accident at I-84 Exit #64 in early August. We will be sending a small contribution to the Bingen Volunteer Fire Department in his name. Mr. Barnes was a retired Washington State Patrol Officer.
- Intern Aidan Liddiard will complete her last day at the Port on August 21. Intern Connor Truax will finish on August 24. A small send-off lunch for both was held on Thursday, August 16.
- The Annual meeting of the Pacific Northwest Waterways Association is scheduled for October 10-12 in Vancouver, WA. We have made two hotel reservations and the Commission will need to determine who is interested in attending.
- The coordinator duties for the OneGorge Advocacy group have been successfully transferred from Genevieve to Port of Cascade Locks Special Projects Manager, Brittany Berge. Fiscal sponsorship will now be handled by the Mt. Adams Chamber of Commerce. The next meeting will be Wednesday, August 22 at the White Salmon Community Library.
- Genevieve will be representing the Port in an ex-officio board member capacity for the newly formed Columbia Gorge Tourism Alliance. Genevieve holds a similar position on the Hood River County Chamber of Commerce; both provide good opportunities for inter-agency coordination.

Recreation/Marina

- Implementation of the Waterfront Parking Plan is going well. Gross parking receipts for the month of July totaled approximately \$28,000. There were 7,869 individual transactions in that timeframe. The receipts total does not include penalties, which average about \$150 per day. The City of Hood River has installed 3-hour maximum parking signs on Portway Ave. in front of Waterfront Park. A meeting of the City's Parking Committee is scheduled for August 29 to review parking implementation over the summer months.
- A tremendous variety of events are occurring on the waterfront throughout the remainder of August and the first part of September, including the All Wind Sport Industry Trade Show at the Event Site through August 17, the Roy Webster Cross Channel Swim on Labor Day, the Gorge Paddle Challenge August 17-19, the CGWA's King of the Hook August 18 and Swap Meet September 2. During this time period we will have nine cruise ship dockings in the Marina as well.
- The Marina Committee met on July 19, minutes are attached to this report.

- Daryl and Genevieve coordinated installation of some humorous dog-control lawn signs designed by Pageworks' Rountree Rouse. The signs promote the on-leash requirement and encourage dog owners to pick up dog waste. Both graphics were also shared via Port social media feeds and received positive comments.



Development/Property

- The Stadelman Waterline Project for Crystal Springs Water District is complete. Staff is awaiting the results of pressure tests. The project contractor, Crestline, performed very well.
- Intern Aidan Liddiard will present her evaluation report on the feasibility of a County-wide, comprehensive wetland strategy at the August 21 meeting. Aidan and Anne visited a new wetland bank in Wapato, Washington in late July.
- Staff hopes to go out to bid for the move of the dirt from the Lower Mill to the airport in August.

Airport

- The Airport Master Plan has been approved by the FAA. The final reimbursement check for the South Ramp paving Project has been received and that project is closed out.
- A meeting of Airport Advisory Committee was held on August 2nd at WAAAM. There are two pending vacancies on the AAC and staff is advertising for interested candidates to fill the two slots.
- There have been very few noise complaints so far this summer as compared to last year.

Bridge/Transportation

- Williams Pipeline Gas crews performed an inspection of their gas line utility in late July. It was determined that no gas leak was present. This inspection required a late night full closure of the bridge for approximately two hours.

- The new traffic and lift span cameras are operating well. Staff is evaluating procedures for processing video clip requests from motorists; usually resulting from minor vehicle accidents like mirror strikes.
- Staff and bridge engineer Mark Libby reviewed the initial findings from the fracture critical inspection carried out by David Evans Associates, Inc. and completed on July 16. The report was generally positive.
- Deck welding occurred during the week of August 13th requiring single-lane closures each day. Significant traffic back-ups occurred on two days, particularly on SR-14 into Bingen, but welding in both travel lanes is complete. Steve DePriest of the Facilities Department led the operation and the entire crew, including welders from Bulldog Welding in The Dalles, performed very well in very hot conditions.
- Intern Connor Truax created a brief informational video featuring John Mann explaining the project and cautioning drivers to be aware of the small confines and workers on the bridge. The video was posted to Port social media feeds and has been viewed more than 1,700 times.
- Clackamas County has reached out to the Port of Hood River in preliminary discussions on possible tolling of their bridges. They will be moving forward with a tolling revenue plan on a crossing at Canby and some of their other bridges which need funding for improvements.
- Port of Cascade Locks is bringing to their Board the costs associated with an interlocal agreement with regard to Breezeby tolling.
- The AVC (Automated Vehicle Classification) system has been installed and is going through its last phase of testing before going LIVE. The AVC replaces the aging IDRIS loop controller system. The License Plate Recognition system is installed in lane 1 and will go through testing in September.



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Port of Hood River
MARINA COMMITTEE MEETING MINUTES

Thursday July 19th, 2018 – 8:00 a.m.

Port Conference Room

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

Present-

Committee Members: Commissioner Brian Shortt 1st Chair, Steve Tessamer, Steve Carlson, Josh Sceva, Shawn Summersett, Ted Lohr, Lisa Bloomster

Port Staff: Michael McElwee Executive, Daryl Stafford

Absent:

Port Staff: John Mann

The meeting was called to order at 8:00 by Brian Shortt

Additions to Agenda: None

Executive Director: Michael McElwee

- Michael welcomed Lisa Bloomster to the committee as our new C-Dock Representative. She is long time C-Dock tenant and sailor and well known in our boating community.
- Summary of Meeting with OSMB regarding future plans for Boat Launch and Guest Dock. Plans were presented to staff from OSMB for a redesign that staff felt would not work. Michael went to Salem to meet with the board to discuss future new designs and upgrades.
- Discussion with group led to suggestions from Committee to have OSMB consider keeping ramp in current location and extending it. Current Ramp is deemed unsafe when water level drops as the trailers fall off the end. Also, the group suggested that we keep the layout of the dock in the L-Shape because it is favorable to our East-West direction.
- Ideas for future planning for a hand launch area for small rafts, Lasers, Sunfish, etc. were brought up, along with a long-term plan for a Swing Arm Marina Crane.
- Current trend was identified as the 30-year old and under as day use boaters so the focus for planning the launch area, guest dock and parking should be suited for them.
- It was suggested that Marina Manager work with OSMB to learn more about their vision state wide.
- Michael shared an overview of plans for the SUP/Canoe Shelter at Nichols Basin. Group conversation of design followed. Consideration of storage options and examples of how other shelters and racks were discussed along with lease options so the project will pay for itself. Commissioner Shortt encouraged group to consider various ways to get the public to use the space such as partners with Parks and Rec in order to gain the greatest benefit for the projected quantity of users. Preliminary designs and site plan application were shared with the committee.

Marina Manager Report: Daryl Stafford

- Port has taken over Shell dock management from HRYC. New Leases will be issued to tenants. One slip was given up, the next person on the wait list accepted. Josh mentioned that the East side of the dock needs some adjusting the next time Eaton is scheduled to come out for repairs.
- Update of Waterfront Events. Beaches are at max capacity. Parking is tight and challenging in concentrated areas. Overall things are going really well.
- Daryl expressed concerns about boat owners that refuse to have current registrations on their boats. If an emergency comes about it is critical that the current owner is linked to the boat by the registration number. She would like to turn off gate keys for those who refuse, and the committee felt that was a reasonable idea.
- New Leases for the 2 boathouses that recently sold are in the works. Inspection for electric thresholds will be scheduled with Steve Carlson. Clean Marina best practice language will be added to educate new owners.
- A hand out of changes to the 2019 Rules and Regulations were handed out to the committee for review, feedback and suggestions.
- The recycle and garbage fenced in area has been removed by the Port Facility Team. The area had become abused and was turning into a trash center for all kinds of things.
- 2018/2019 Budget has been approved. There are funds for the development of the SUP/Canoe shelter and HRYC building. Copy of the budget are available if Committee would like to review.

Dock walk reports

A Dock- Josh Sceva: A-35 bowline, A-9 spring line, A-22 SUPs on dock,A-38 jet ski.

B Dock- Steve Carlson: All is well.

C Dock- Daryl Stafford: Tenants with worn lines have been contacted. Jet skis have been documented.

Boathouses: Steve Tessmer:

- Steve reviewed proposed lease changes suggested by Daryl and thought they looked fine. He has been in contact with new owners of recently sold boathouses to help them understand the responsibilities of ownership.
- New Leases have been sent to legal and expected to be ready next week.

Youth Junior Sailing / South Basin Dock- Sean Summersett:

- Monday night sailing is happening.
- Discussion about the different groups (HRYC, Jr. Sailing Program, High School Sailing Program, Gorge Sailing Team etc.) coming together to form a stronger Youth Sailing Program. Everyone agreed on the importance of promoting sailing for the kids and that having no program in place this summer left a huge void. Ted said the HRYC will make every effort to work with the other groups to have a program for next summer.
- Commissioner Shortt asked what the Port Commission could do to help get the program back on track.

HR Canoe Club- Josh Sceva:

- Club is up to 92 members with plenty of interest from beginners. He is forecasting continued growth with this user group and would like to be part of the planning for the proposed SUP/Canoe shelter to help accommodate more boats.
- Canoe Youth program is crushing it at the races and that is a great sign for the future of the sport in the Gorge.
- Josh shared information about the event at the Waterfront Park this week, The Gorge Downwind Paddle Champs, that has over 700 participants and their families. People from all over the world are now coming to this event and it has really put paddling in the Gorge on the Map.

HR Yacht Club- Ted Lohr:

- Ted started the conversation about how to grow the sailing programs, plan for small boat and hand-launch areas and promote small boat sailing in the Gorge. Ted and Steve Carlson expressed that they felt the current generation will be trending towards dry storage and racks, and that the committee should keep that in mind for future plans for the Marina area. Trends indicate people are purchasing smaller cruising trailer boats that will have specific launching
- Two big sailing races are scheduled for this August, the Double Damned on 8/4, and the Moore 24 Nationals on 8/10. The guest dock and DMV parking area have been reserved for the events.
- HRYC building is scheduled for improvements this year so Michael asked that the club and staff put together a punch list for improvements.
- Ted noted water in the Basin is getting pretty murky and that any long-term plans should include fresh flow into the Marina.

Long Term Planning

- **Restrooms:**
 - All Waterfront Port Restrooms are at maximum use at this point. Upgrades, expansions and additions are necessary to accommodate the large increase in visitors. Committee requested that future Port budgets take into consideration these needs. Commissioner Shortt shared that the Bridge Replacement Efforts are going to require 60% of the Revenue and that alternate ways to support the property will need to be generated. Staff is addressing this challenge.
- **Support for the Tribes:**
 - Commissioner Shortt has been working with the Tribes on the Bridge Replacement and mentioned that it would be a good idea to coordinate with them regarding long term planning on the waterfront. He said that at one point the Tribe had interest in Nichols Basin. The committee agreed a strong partnership would benefit all.

Prepared by: Daryl Stafford

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Commission Memo



Prepared by: Anne Medenbach
Date: August 21, 2018
Re: Real Estate Asset Strategy Approval

The Real Estate Asset Strategy (REAS) was completed in May of 2018 by Port staff and EcoNW. Three work sessions were held in Spring of 2018 with the Commission to validate the direction and content of the REAS.

The Commission held a fourth work session on August 21st for a “deeper dive” into the methods and data behind the recommended actions of the REAS. Staff has separated the REAS recommendations into four action items for Commission approval.

RECOMMENDATION:

1. Approve renegotiation of all leases to NNN or like-kind structures as allowed by individual lease terms.
2. Approve holding all existing buildings within the Port-held portfolio to maintain cash flows to support bridge replacement efforts.
3. Approve the Real Estate Asset Strategy as a development decision-making tool.
4. Approve Future Development Option Immediate Actions as outlined in the Real Estate Asset Strategy.

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Commission Memo



Prepared by: Michael McElwee
Date: August 21, 2018
Re: Bridge Pier Inspection Contract

Underwater inspections of the Hood River/White Salmon Interstate Bridge are carried out every two years. These inspections provide basic information about the condition of the piers, pier footings and rip-rap protection at the mudline. However, underwater photography is limited and there are some pier footings that cannot be inspected close-up by divers due to the presence of "Ghost Nets." Finally, some anomalies have been observed in the pier concrete near the mudline at two locations that require additional observation and attention. For these reasons, the Port has discussed the desirability of clear, high resolution images of the underwater condition of the bridge piers.

The attached proposal from Solmar Hydro, Inc. would provide a hydrographic survey of the river bottom and bridge pier foundation using a multi-beam echo-sounder. This imaging will provide high-resolution, dimensionally accurate imaging and elevation data which will provide a baseline for monitoring changes in the future and can be used for near-term analysis and evaluation by the Port's bridge engineers. Depending on the results of the hydrographic survey, the Port may seek to obtain additional data focused on specific pier areas.

RECOMMENDATION: Authorize contract with Solmar Hydro, Inc. for underwater imaging of the Hood River White Salmon Bridge not to exceed \$23,637.

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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 **Solmar Hydro, 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 **\$23,637**. 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, December 1, 2018. 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, 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, except to the extent the Port is negligent and responsible to pay damages. 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.

SOLMAR HYDRO, INC.**PORT OF HOOD RIVER**

 Michael Stecher, Owner/President Date
 6635 N.E. Baltimore St. Suite 241
 Portland OR 97203
 (206) 200-8629
 Tax ID: **20-2189042**

 Michael McElwee, Executive Director Date
 1000 E. Port Marina Drive,
 Hood River OR 97031
 (541) 386-1138 / porthr@gorge.net

Personal Services Contract

Exhibit A

I. SCOPE OF WORK:

Prepare a high-resolution hydrographic survey around the Hood River – White Salmon Toll Bridge to assist in identifying areas of substructure deterioration and/or undermining that may require repair or rip-rap protection. Additional scope detail is described in Attachment A.

II. DELIVERABLES AND TIMEFRAME:

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

In accordance with Attachment A.

The timeframe for the deliverable(s) shall be:

Completion of all work products by **December 15, 2018**.

III. CONSIDERATION:

Contract services will be billed on a time and materials basis up to the maximum amount of \$23,637.

Hourly rates under this Contract shall be as defined in Attachment A.

Reimbursable expenses shall only include printing, and project-related travel direct costs including mileage, lodging and meals.

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

Invoices for services will be submitted on a monthly basis. Payments due which exceed 90 days from date of invoice may be subject to a monthly charge of 1.5% of the unpaid balance (18% annual).

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: _____, President
Signature/Title

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

Required and attached Waived by Executive Director _____

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

Required and attached Waived by Executive Director _____

- 4. Professional Liability insurance with a combined single limit per occurrence of not less than \$1,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

Required and attached Waived by Executive Director _____

- 5. On All Types of Insurance. There shall be no cancellation or material change, reduction of limits, or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port.

- 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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Condition Survey Proposal
Hood River Bridge – Port of Hood River
May 2018



8316 N. Lombard #297
Portland, Oregon 97203
Tel: (206) 200-8269
Email: mike@solmarhydro.com
Website: www.solmarhydro.com

INTRODUCTION AND BACKGROUND

Solmar Hydro, Inc. (SHI) welcomes the opportunity to propose a high-resolution hydrographic survey for the Port of Hood River. We understand the objective of the survey is to collect sufficient data to assist HDR, Inc. (HDR) and the Port in identifying areas of substructure deterioration, undermining, and/or other areas requiring potential repair.

The site is located in the Columbia River, along the corridor of the existing Hood River Bridge (HRB) between Hood River, OR and White Salmon, WA. The hydrographic survey will comprise a multi-beam echosounder (MBES) condition survey of the river bottom and existing bridge foundations to support present-day structural integrity analyses. As a part of the survey, SHI will sonify the bridge foundations and piers from the river bottom up to the highest elevations feasible, as well as nearby river bottom characteristics (e.g., scour holes, bedforms). The proposed survey coverage area will encompass the right of way of the existing bridge and a corridor swath 100 feet upstream and downstream of the bridge centerline for a total survey area width of 200 feet. In addition, all sides of each accessible bridge foundation will be surveyed with our highest-resolution operating frequency. The final products will include high-resolution and dimensionally-accurate elevation data that can be used for engineering analysis and evaluation.

SHI is an expert hydrographic surveying and mapping firm founded in 2004, and is located in Portland, OR. SHI offers a wide range of hydrographic, marine geophysical, and ocean engineering services to numerous public and private clients nationally and internationally. Personnel comprise USCG licensed vessel captains, National Society of Professional Surveyors (NSPS) Certified Hydrographers, and Professional Engineers licensed in the states of Oregon, Washington, California, and Guam. Our technical expertise in hydrographic and marine geophysical surveying, along with our extensive equipment suite, provides us with the capability to offer clients a comprehensive in-house solution tailored to their needs. Our field office, vessels, and hydrographic surveying equipment are located in Portland, which allows us to rapidly and efficiently perform hydrographic surveying and provide other marine services to our clients in the Columbia River area with flexibility and responsiveness.

SHI is familiar conducting high-resolution survey operations in proximity to infrastructure within Columbia River waters. We frequently survey in and around bridges and marine terminal structures in the region, where current speeds can be large and variable and GNSS signal reception may be compromised. A representative project recently completed is illustrated on the cover page. This project is an ongoing project for the City of Portland where high-resolution MBES technology was employed to measure the river bottom elevations, bedform migration, bridge scour protection, and outfall structures.

In addition, SHI has completed local high-resolution surveys in the vicinity of Hood River. During and following the removal of the Condit Dam from the White Salmon River (which begun in 2011), SHI monitored the sediment bed elevation changes in the Columbia River to map where mobilized sediment was deposited. An example post-dam removal bathymetry product is shown in Figure 1 which shows the sediment delta created at the mouth of the White Salmon River. A bathymetric change map comparing the pre- and post-dam removal bed elevations (Figure 2) illustrates the sediment accumulation as a result of dam removal, specifically into the federal navigation channel.

*Condition Survey Proposal
Hood River Bridge – Port of Hood River*

Both of these representative project examples illustrate our ability to capture full bottom coverage elevations, map bedforms, and ensonify water-column infrastructure (e.g., piers and foundations) in high-resolution with our systems.

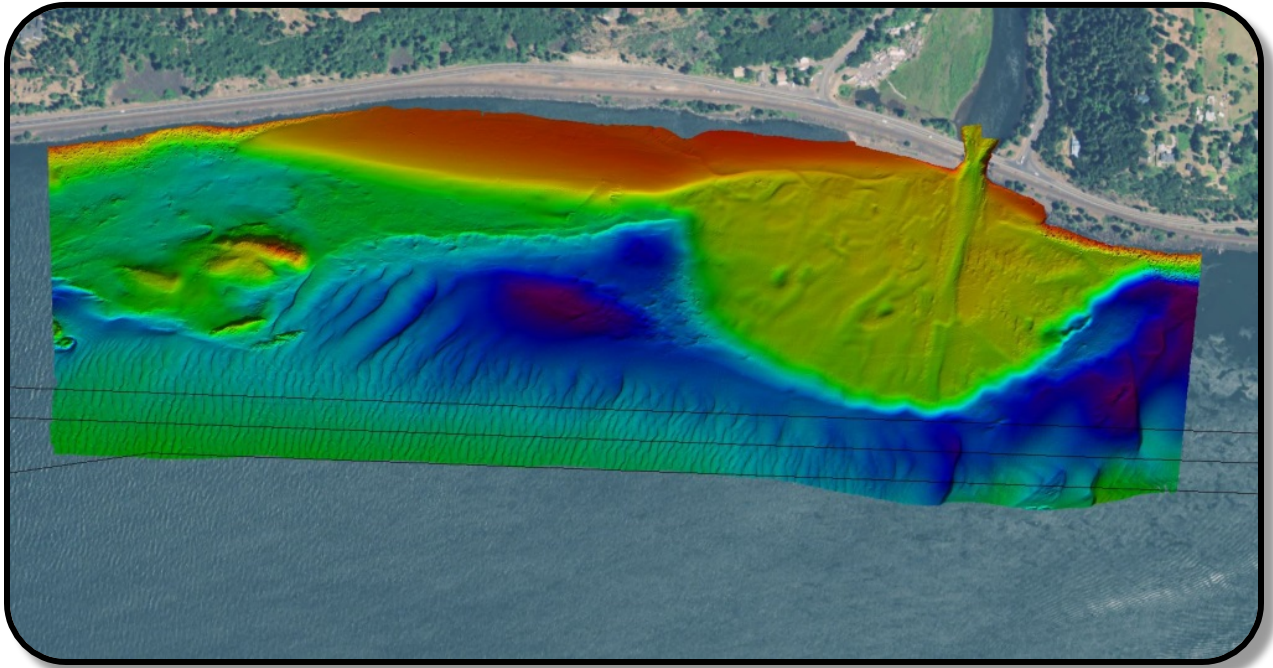


Figure 1. Post-dam removal multi-beam survey illustrating fan of sediment that exited the river.

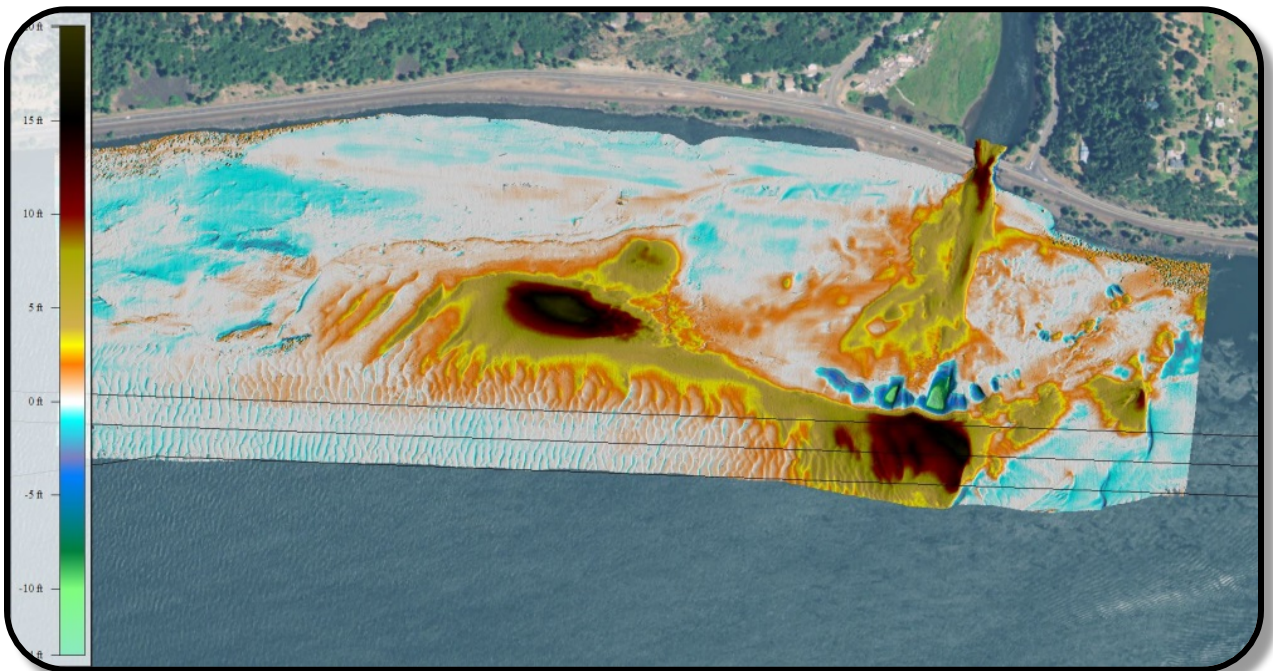


Figure 2. Bathymetric change map comparing pre- and post-dam removal bed elevations in the Columbia River. Warmer colors (red/yellow) indicate sediment deposition.

APPROACH

SHI proposes a phased approach in order to collect data more efficiently and effectively and avoid completing work unnecessarily (explained in more detail below).

PHASE I

Multi-beam bathymetric data will be acquired with an R2Sonic 2024¹ MBES which provides user-selectable operating frequencies between 170 kHz and 400 kHz, and an optional 700 kHz. The operating frequencies dictate the resolution of the emitted beam angles, which directly affect the data resolution of the ensonified objects. In other words, a higher operating frequency leads to a smaller beam angle and smaller 'footprint' (higher-resolution) on the river bottom.



Two complementary methods will be employed during this phase:

- 1) **400 kHz (high frequency)** – with beam angles of $0.45^\circ \times 0.9^\circ$
- 2) **700 kHz (ultra-high frequency)** – with beam angles of $0.3^\circ \times 0.6^\circ$

400 kHz

Using our high frequency option (400 kHz) SHI will collect data along an approximately 200' wide swath along the existing HRB corridor (full bottom coverage between 100' upstream and 100' downstream of the existing bridge centerline). This will allow for an updated survey of the existing river bottom conditions and identify bottom elevations, bedforms, scour development, and other features near the bridge corridor. Surveying at this frequency will yield high-resolution and high-accuracy data (with data density as fine as 0.5 feet per square foot), and will facilitate efficient surveying and coverage within the 200' survey corridor).

700 kHz

Subsequently, SHI will increase the acoustic frequency to our ultra-high resolution option (700 kHz) and ensonify all sides of each HRB pier². During this survey, SHI will transit around each side of the piers and slow our survey speed to increase the data density on the structures. This survey will yield higher-resolution data of the bridge piers, foundations, riprap bases, and other features that may be visible at the time of the survey (e.g., utility cables, nets). The higher data density will assist with identification of existing structural damage and/or deterioration and also will illuminate areas that may require additional investigation.

METHODOLOGY

Phase I surveying will be completed with a vessel-mounted R2Sonic 2024 MBES system. Sonar system horizontal and vertical positioning will be provided with an Applanix POS/MV WaveMaster II inertial navigation system, a high accuracy and precision inertial motion unit. The WaveMaster II is an RTK-GNSS augmented system that provides accurate position, heading and attitude for the survey vessel. Due to the likelihood of encountering overhead obstructions and restricted GNSS horizons near the bridge infrastructure, GNSS reception will be compromised occasionally by multipath effect and signal loss. The WaveMaster II corrects for

¹ The 2024 is currently the highest resolution acoustic MBES system on the market.

² Extremely shallow water depths at any of the bridge piers may prevent safe vessel access and will prohibit ensonification of those piers.

*Condition Survey Proposal
Hood River Bridge – Port of Hood River*

this by providing inertially-derived positions throughout areas of signal loss for continuous and accurate vessel positioning.

Moreover, SHI employs the latest positioning solution utilities available, including Post-Processed Kinematic (PPK) GNSS solutions, to significantly reduce positioning errors to sub-centimeter precisions, both vertically and horizontally. PPK navigation and positioning is an improvement upon RTK GNSS techniques, and provides the most accurate and precise solution available for mobile GNSS mapping, especially in GNSS-compromised environments (e.g., beneath bridges).

The survey coverage area is shown in Figure 3. Data will be acquired by running lines parallel to river bottom contours and the shoreline. In shallower water, MBES data collection becomes inefficient because the swath width coverage is a function of the water depth; therefore, this survey will extend to water depths of approximately 8-10 feet below the sonar head given the water depth at the time of the survey (see Figure 4 for example of areas where coverage may not be feasible). The ultimate survey extents will be confirmed in consultation with HDR and the Port. Per SHI's standard operating procedures, we will conclude our survey by electronically rotating the sonar beams toward the starboard side of the vessel which will increase coverage into the shallow waters.

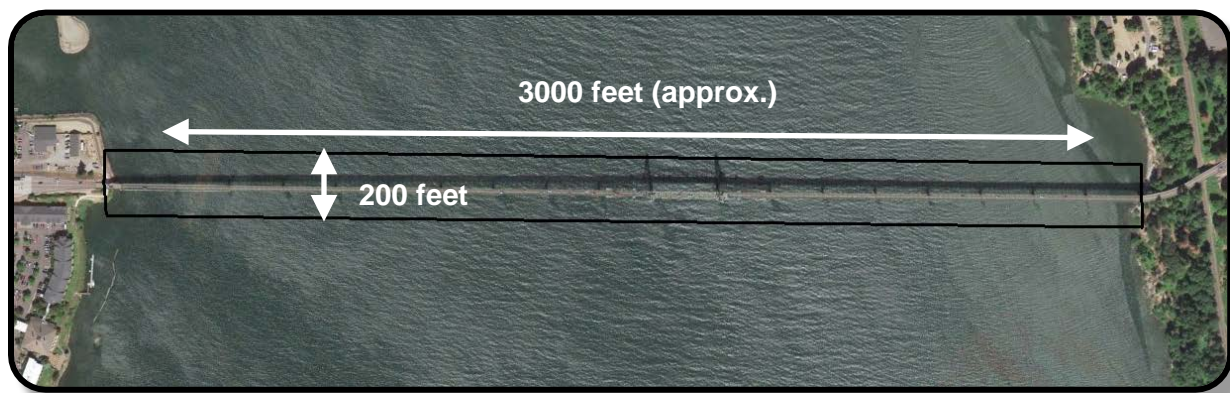


Figure 3. Survey coverage area (black outline).

SHI understands that the project site may include submerged hazards or surface hazards such as submerged piles and/or shallow water conditions. We routinely work in, and are comfortable working around, similar conditions. Our unique sonar mount includes a sacrificial break-away block that protects the sonar system should a submerged hazard be encountered. During normal operation, the block immobilizes the sonar pole mount in place. If an underwater object is struck by the sonar head or pole mount, the block will break and allow the sonar pole mount to rotate, thereby preventing damage to the pole or sonar system. Following such an occurrence, the block can be rapidly replaced, and pole locked back into position, allowing the survey to continue uninterrupted, and without the need for re-calibration of the system. This ability is a clear advantage over other MBES setups that would require re-calibration of the sonar system before proceeding.

*Condition Survey Proposal
Hood River Bridge – Port of Hood River*

Equipment List

- R2Sonic 2024 MBES
- 24' aluminum survey vessel
- Applanix POS/MV WaveMaster II RTK GNSS
- Trimble R7/R8 RTK GNSS (Base and Rover)
- YSI Castaway (or similar) sound velocity profiler
- AML SVP71 fixed sound velocity profiler
- Hypack/Hysweep 2016a
- CARIS 9.1.18
- Applanix POSpac MMS

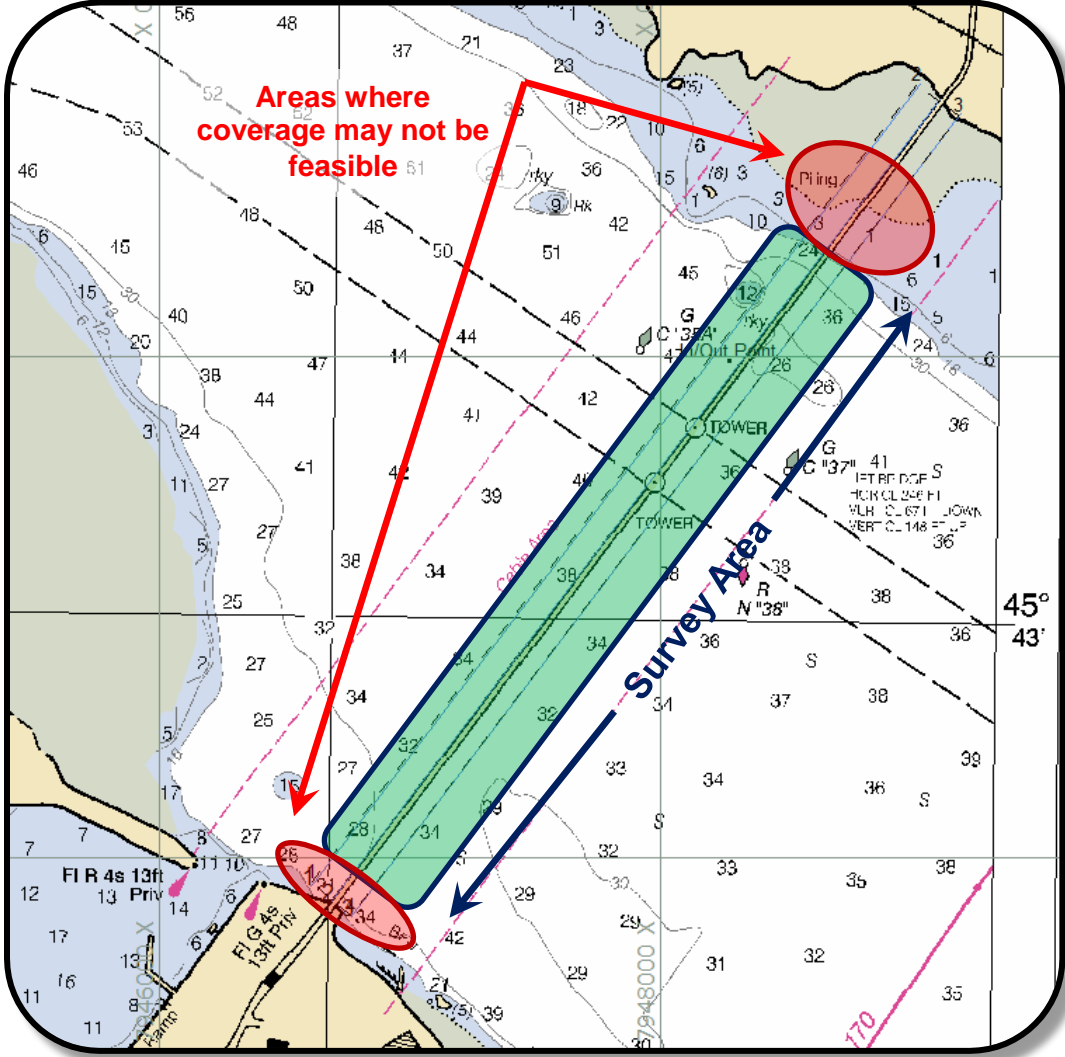


Figure 4. Approximate coverage area (green) overlaying NOAA navigational chart near bridge crossing. Potentially shallow or hazardous areas are shown in red. Coverage may not be safely possible in these areas.

PHASE II (OPTIONAL OR AS-NEEDED)

The Phase I approach identified a spatially-efficient method to scan the HRB structural elements using a traditional MBES setup (surface vessel-mounted): structures and river bottom features are measured by the MBES as the vessel transits. That method is a very cost-effective manner to complete a bridge inspection survey and identify areas of potential deterioration over a large spatial region; however, it is important to recognize that a vessel-mounted MBES can only determine elevations of objects when acoustic signals are reflected from the object. Elements which are not ‘visible’ to the MBES such as deep holes through piers or pile cap undermining (where the MBES angle is insufficient to measure completely within the hole) may not be accurately quantifiable to engineers.

If during the Phase I efforts bridge structural elements are identified as requiring additional detailed evaluations, SHI proposes a focused subsequent survey utilizing a Teledyne Blueview BV5000 3D Multibeam Scanning Sonar. The BV5000 is a high frequency sonar that is lowered to the river bed on a tripod, facilitating the survey of objects from an alternative perspective (i.e., from the side). The sonar can be rotated and tilted to focus in specific orientations or rotated 360° to collect a full scan of surroundings. The company-published beam angles are 1° x 1°; however, the need to operate the BV5000 near the object to be surveyed minimizes the negative effects of a larger beam angle.

Like the R2Sonic 2024 MBES, this system has limitations that must be understood. Though it emits higher frequencies than the R2Sonic 2024 the acoustic signal is subjected to more rapid acoustic attenuation in the water column. Its maximum range to the object being surveyed is typically 30-45 feet depending upon environmental conditions. As a result, the BV5000 and tripod must be deployed numerous times around the perimeter of an object to completely ensonify the object. At the HRB piers, this would require a minimum of four deployments per pier, which will increase the required survey time significantly.

Contrary to the R2Sonic 2024, the BV5000 does not produce geo-referenced data outright since it would be very time consuming and difficult to determine the precise position of the tripod on the river bottom. Typically, BV5000 scans around each bridge pier are merged during post-processing and then rectified using bathymetry data or some other means of positioning the 3D scans (e.g., structural as-builts).

Because of the reasons above (increased time, level of effort, and need to geo-rectify the BV5000 scans to a high-accuracy dataset) SHI recommends utilizing the BV5000 in a focused sense when specific areas of the bridge piers are identified for further evaluation. This will complement the MBES survey from Phase I and will yield a more cost-effective solution for the Port.

Equipment List

- Teledyne Blueview BV5000
- Scanning sonar tripod
- 24’ aluminum survey vessel
- Trimble R7/R8 RTK GNSS (Base and Rover)
- YSI Castaway (or similar) sound velocity profiler
- Hypack/Hysweep 2016a or similar
- CARIS 9.1.18

QUALITY CONTROL AND SAFETY

Professional Standards

SHI adheres to not only the USACE quality standards (e.g., EM 1110-2-1003), but also the NOAA/NOS Specifications and Deliverables, and the International Hydrographic Organization specifications. All of the hydrographic data collected by SHI is rigorously scrutinized with QA/QC analysis routines recognized as industry standards in addition to further in-house procedures. Prior to submittal, all field operations, post-processing and QA/QC procedures will be thoroughly reviewed for completeness.

In addition, and pursuant to the laws of the State of Oregon (and Washington), SHI strictly adheres to the Oregon Revised Statutes (ORS 672) regarding practicing engineering and surveying within the state boundaries. Pursuant to ORS 672.005, SHI surveys are completed and/or supervised by a practicing Professional Engineer in the State of Oregon qualified to complete hydrographic and geophysical surveys of this nature. The hydrographic survey crew will consist of a National Society Professional Surveyors (NSPS) Certified Hydrographer and a Licensed USCG vessel operator.

Crossline Statistics

As a means of statistically evaluating our MBES sonar system performance, SHI will collect cross-lines perpendicular to the mainscheme sections to compute crossline statistics. The crossline statistics routine computes the sounding differences between intersecting lines of MBES mainscheme and cross-line transects providing a standard deviation distribution and an average internal error estimate for the survey. Results will be computed during post-processing for internal QA/QC verification and statistics will be provided upon request.

Project Survey Control

To achieve the highest possible accuracies and data quality during MBES data collection, existing survey control in proximity to the Hood River Bridge will be used, where available. The horizontal datum for this survey, unless otherwise requested, will use be based on NAD83(11), State Plane Coordinate System, Oregon North, with units in international feet. The vertical datum will be the North American Vertical Datum of 1988 (NAVD88), with units also in international feet, unless otherwise requested by HDR or the Port of Hood River.

Patch Test

A patch test will be performed before hydrographic surveying operations commence. The patch test calibration will quantify any residual alignment biases between the POS/MV and the MBES (roll, pitch and yaw). The patch test will also calculate the latency (typically zero) between the time positioning data was received and the time the computed position was logged by the acquisition system.

Minimizing Vertical Uncertainty

Vertical reference elevations will be collected with RTK-GNSS on-the-fly (OTF) ambiguity resolution. The benefits of using OTF RTK techniques at the point of measurement eliminate several potentially significant vertical error components such as errors introduced from vessel settlement and squat, and errors introduced from static and dynamic draft changes. If a different vertical datum is requested (e.g., CRD), an orthometric height correction will be applied to correct from NAVD88 to the requested datum during acquisition and proven with a vessel float check at the nearest tide board. Agreement between nearby tide boards and the vessel

*Condition Survey Proposal
Hood River Bridge – Port of Hood River*

hydrographic survey system is a QA/QC standard check that verifies the survey is being collected in the correct vertical datum.

Bar Check Validation

To check that vertical elevations from the transducer are digitized correctly, a bar will be lowered below the MBES sonar at a known depth and recorded. Necessary adjustments will be made to the draft and sound velocity measurements if the barcheck does not provide satisfactory results, which is seldom the case.

Sound Speed

A recently-calibrated sound velocity profiler will compensate for acoustic refraction within the water column. Though spatial and temporal acoustic properties are not anticipated to vary greatly at this location, sound velocity measurements will be collected at a minimum of two times during the survey. After each deployment, the instrument will be downloaded to verify collection of water column sound speed data and to determine if any significant sound velocity changes are occurring.

Safety Meeting

SHI surveying personnel are committed to practicing safe operations. We hold daily “tailgate” safety meetings prior to all field activities to ensure all crew members are aware of the possible job hazards. In addition, we will participate in any safety meetings required by the Port of Hood River during the course of this project.

DELIVERABLES

SHI will prepare and submit the following deliverables:

- **Tabulated bathymetric survey results as a *.txt file**
 - 400 kHz data: Gridded ASCII XYZ text files at 0.5 foot spacing (1 data point every 0.5 feet, in a gridded format created from a Triangular Irregular Network (TIN) model.
 - 700 kHz data: Full-resolution point cloud of each bridge pier for further evaluation by HDR
- **0.5-ft resolution sun-illuminated geotiff of river bottom 400 kHz MBES bathymetric imagery including contours, spot elevations, and other call-outs as appropriate**
- **Field Survey Report**
 - Including documentation of field procedures, QA/QC tests and results, and final product examples including example point cloud imagery of the bridge piers

COST AND SCHEDULE

Phase I

The cost to complete Phase I is **\$23,637.00.**

We anticipate no more than 2 days to mobilize, survey, and demobilize from the site. Costs include post-processing time and final product (reports, images) generation. In addition, costs

*Condition Survey Proposal
Hood River Bridge – Port of Hood River*

include up to 2 days (16 hours) of time to assist HDR in interpreting the final data products. Additional time can be included and will be billed at the personnel rates listed below.

SHI will assist HDR in interpreting point cloud data for damage and/or deterioration to the extent feasible; however, HDR will remain the primary bridge inspection engineer responsible for quantifying damages and certifying the bridge inspection and repair plan.

Final survey products will be submitted within 30 days of completion of the survey.

Phase II

The cost to complete Phase II is dependent upon the level of effort involved and will be determined following completion of Phase I. Though final survey costs will be determined once a firm scope of work has been developed, the cost for surveys with the BV5000 including labor, equipment, post-processing, and final product generation are estimated to be \$8,000-\$13,000/day. A relevant list of personnel rates are listed below for reference. Additional details can be provided upon request.

Item	Rate
Vessel Captain/Survey Technician	\$105/hr
Lead Hydrographer/PM	\$135/hr
Data Processor	\$105/hr

Thank you very much for considering Solmar Hydro, Inc. for your hydrosurveying needs. We look forward to working with you on this project. Please feel free to contact us at any time for clarification of any information within this proposal.

Sincerely,



Jason Magalen, C.H., P.E.
541-740-3715
jason@solmarhydro.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM

7/31/

ACTION
ITEMS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fisk Marine Insurance International, LLC 8110 Breakwater Drive New Orleans LA 70124	CONTACT NAME: Jodi Wibel PHONE (A/C. No. Ext): (504) 302-4400 E-MAIL ADDRESS: jwibel@fiskusa.com	FAX (A/C. No): (866) 543-4619
	INSURER(S) AFFORDING COVERAGE	
INSURED Solmar Hydro Inc. 31479 Camas Ln Eugene OR 97405	INSURER A : Underwriters at Lloyd's NAIC # 15792	
	INSURER B : HARTFORD CAS INS CO NAIC # 29424	
	INSURER C : LIBERTY MUT INS CO NAIC # 23043	
	INSURER D : GREAT AMERICAN INS. CO. NAIC # 22136	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 2131761455

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket StopGap GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	17L1270C2050	10/4/2017	10/4/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Stop Gap Endt (WA) \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	43UECZE9601 SC	11/11/2017	11/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC5-39S-336862-018	7/7/2018	7/7/2019	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER USL&H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A D	Equipment Professional liability P&I			43MSVN4800 K2 17L1270C2050 OMH 4603680-08	9/10/2017 10/4/2017 8/31/2017	9/10/2018 10/4/2018 8/31/2018	Leased/Rented \$400,000 all items Professional Limit 1,000,000 P&I Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability and Auto policies contain blanket additional insured and blanket waiver of subrogation, and are primary and non-contributory as required by written contract. GL policy also includes blanket stop-gap endorsement for work performed in the state of WA, action over indemnity buyback, sudden and accidental pollution, and in Rem endorsements. Professional liability policy is claims-made basis with \$1,000,000 limit. When required by written contract, 30 days notice of cancellation will be provided except for 10 days for non-payment of premium. Equipment Policy includes waterborne coverage. Workers Compensation policy (state of OR) includes USL&H. P&I policy covers 2 crew per vessel for 90 days on any insured vessel, and includes Jones Act and Death on the High Seas. Vessel Pollution policy \$1MM limit effective 06/25/18-19 policy #OMH 4016345-00 Great American Insurance Co. respect to 2012 20' Woolridge workboat only.
Port of Hood River and each of its Commissioners, officers, agents, and employees are included as Additional Insured with respect to General Liability and Auto Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Port Hood River 1000 Port Marina Drive Hood River OR 97031	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Commission Memo



Prepared by: Michael McElwee
Date: August 21, 2018
Re: HDR Contract - Task Order No. 8

On June 16, 2015, the Commission approved a master contract (“Contract”) with HDR Engineering (HDR) for a variety of bridge engineering tasks. The Contract term runs through June 30, 2019. Under the contract, individual Task Orders are prepared that identify a scope of work and corresponding professional fee for various needed tasks.

The attached Task Order No. 8 is a new task order. It covers a variety of known projects that require engineering expertise including:

- Thru-truss Portal Frame Repairs – bidding support, construction inspection.
- Rocker Bearing Repairs – inspection, CT scan and recommendations.
- Approach Spans Deck Repairs & Maintenance – inspection and recommendations.
- South Abutment – plans and specifications.

Each of these tasks need to be accomplished this fiscal year or the specific course of actions needs to be identified for proper response in FY 19/20. Funds are available in the Port’s FY 18/19 budget.

RECOMMENDATION: Approve Task Order No. 8 to the Master Services Agreement with HDR Engineering, Inc. for bridge engineering services not to exceed \$60,000 plus reasonable reimbursable expenses.

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TASK ORDER 08

SCOPE OF SERVICES for Miscellaneous Repairs

August 21, 2018

This Task Order pertains to a **Personal Services Master Service Agreement**, ("**Agreement**") by and between **Port of Hood River**, ("**Port**"), and **HDR Engineering, Inc.** ("**Consultant**"), dated June 17, 2015 ("the Agreement"), and as amended on July 28, 2017. 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

The Port of Hood River desires for a separate Task Order to address several projects proposed for advancement during the 2018-2019 fiscal year. The scope of work for some of these tasks are partially dependent on pending bridge inspection services (by others) and further site specific investigations. The specific projects anticipated are identified below in Part 2. As the scope of repairs is better defined this Task Order may be amended to match the revised level of effort or new task orders issued to advance projects for production of construction documents.

PART 2.0 SCOPE OF SERVICES

Task 1: Project Management & Administration

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

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

Deliverables:

The following items will be delivered to the Port:

- Monthly invoices and progress reports

Task 2: Bid and Construction Support – Portal Frame Repairs

This task is a continuation of services provided in developing repair designs for collision damaged portal frames on the north end of lift span and the north tower.

The Consultant shall:

- Assist the Port in assembling and reviewing a construction contract for bidding purposes;
- Answer inquiries about bid documents;
- Attend and participate in pre-construction conference

- Respond to requests for information (RFI's) during construction;
- Review submittals and shop drawings;
- Assist Port in providing contract repair plans to ODOT in support of inter-governmental agreement.

Assumptions

The following assumptions are made:

- Submittals will include shop drawings for 3 portal frames, traffic control plan, temporary work access and containment plan, hazardous material safety and disposal plan, paint materials, high strength bolts and installation, and heat straightening plan.
- Up to 5 RFI's covered;
- Conduct up to 2 site visits to inspect work progress.

Deliverables

The following items will be delivered to the Port:

- Updated bid documents as necessary;
- Prompt responses to RFI's and submittals'
- Meeting notes and correspondence in support of above activities.

Task 3: Repair Design for Worn Rocker Bearing Plates

This task is to evaluate and develop preliminary repair design for worn rocker bearing plates at various piers, pending updated inspection results (by others). This item has been previously noted in inspection reports and the 2018 inspection team has been asked to provide specific details of locations and measurements to assist in the evaluation of repair needs. This phase will further evaluate the need for repair, feasible means by which the repairs can be made, and provide estimated costs for advancing the design and developing a construction bid package.

The Consultant shall:

- Review 2018 inspection findings and existing plans for targeted repairs;
- Preliminary design evaluation and cost estimates for rehabilitation alternatives;
- Conduct phased array UT inspection of rocker bearing pins and assess site conditions at rocker bearings at Bents 13 through 20.
- Prepare a Technical Memorandum of findings and recommendations for repair design.

Assumptions

The following assumptions are made:

- Rocker bearing repairs at Bents 17, 18, 19, 20 are anticipated based on prior inspection reports, however bearings at Bents 13 through 16 are similar.
- Final design services will be provided under an amendment to this, or separate, Task Order, based on concurrence of recommendations by Port.

Deliverables

The following items will be delivered to the Port:

- Technical Memorandum of findings and recommendations for rocker bearing repairs.

Task 4: Approach Span Deck and Joint Rehabilitation

This task is to further evaluate the condition of the concrete approach span decks and joints and the need for deck overlay and joint rehabilitation.

The Consultant shall:

- Review 2018 inspection findings and existing plans for targeted repairs;
- Preliminary design evaluation and cost estimates for rehabilitation alternatives;
- Conduct site specific inspections if needed to refine design and approach assumptions;
- Prepare a Technical Memorandum of findings and recommendations for approach span deck and joint rehabilitation.

Assumptions

The following assumptions are made:

- Thin polymer overlay types will be assumed for deck overlays;
- Joints will be repaired or replaced in kind unless a more cost effective type is feasible.

Deliverables

The following items will be delivered to the Port:

- Technical Memorandum of findings and recommendations for approach span deck and joint rehabilitation.

Task 5: South Abutment Revetment

This task is to provide repair details for the sloughing and erosion of the embankment fill slope in front of the south abutment. The abutment cap is undermined and sections of the embankment appear unstable due to the resulting steepness. Precast retaining wall blocks, similar to the wall along the east side of approach embankment and rip-rap slope protection are the anticipated repair concept.

The Consultant shall:

- Prepare preliminary sketch designs for revetment concepts;
- Identify a preferred alternative and cost estimate for repair;
- Prepare a Technical Memorandum of findings and recommendations for abutment revetment.

Assumptions

The following assumptions are made:

- The gas line suspended from the bridge must be protected at all times;
- The path in front of the abutment needs to be protected or repaired if impacted

Deliverables

The following items will be delivered to the Port:

- Technical Memorandum of findings and recommendations for abutment revetment.

PART 3.0 PORT'S RESPONSIBILITIES:

Port shall provide access to Port properties as needed, and be available for mutually agreed upon times for site visits.

PART 4.0 PERIODS OF SERVICE:

All work shall be completed by June 30th, 2019.

PART 5.0 PAYMENTS TO CONSULTANT:

On-Call Services
POHR TO 08_Misc-Repairs_20180802

July, 2018

Page 3 of 4

The total fees for labor and expenses for this Task Order shall be a not-to-exceed amount of \$64,000 billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.95. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

PART 6.0 OTHER:

None.

This Task Order is executed this _____ day of _____, 2018.

PORT OF HOOD RIVER
"Port"

HDR ENGINEERING, INC.
"Consultant"

BY: _____

BY: _____

NAME: Michael S. McElwee

NAME: Zak Toledo

TITLE: Executive Director

TITLE: Vice President

ADDRESS: 2000 E. Port Marina Drive
Hood River, Oregon 97031

ADDRESS: 1001 SW 5th Ave
Suite 1800
Portland, OR 97204

EXHIBIT 'B'
Port of Hood River - T08 Misc Repairs
HDR Engineering, Inc. - Fee Estimate (2018-19)

Tasks	Project Resource	Principal-in-Charge	Project Manager	Bridge Engineer IV	Bridge Engineer III	Bridge Engineer	Bridge Engineer II	Bridge EIT	Cad Technician	Project Admin. Asst	Project Accountant	Labor Hours	Labor Dollars	Telephone/Printing/Shipping	Travel/Mileage/Equipment Rental	Total Labor & Expenses
1.0	Staff Bill Rate	April Siebenaler \$237.56	Mark Libby \$228.42	David McClary \$267.27	Rebecca Bautista \$156.03	Kari Munson \$119.65	Jason Gilliam \$100.68	Heather Gonsior \$117.94	Eugenia Jacobsen \$70.80	Julie Skofstad \$107.70						
	Project Management & Administration	8	16							24		8	\$1,827	\$ 10	\$ -	\$1,837
	Project coordination											40	\$6,240			\$6,240
	Project invoicing and reporting	2	8		16					4		30	\$5,082			\$5,082
	Quality reviews and management	2	32	0	16	0	0	0	4	4	24	78	\$13,149	\$ 10	\$ -	\$13,159
2.0	Bid and Construction Support - Portal Frame Repairs															
	Bid document assembly and inquiries	8							4			12	\$2,111	\$ 10	\$ 165	\$2,121
	Precon & Site Meetings	12										10	\$2,741			\$2,906
	Respond to RFI's	10										10	\$2,284			\$2,284
	Submittal and Shop Dwg reviews	8			16							24	\$3,742	\$ 20		\$3,762
	Subtotal	0	38	0	0	16	0	0	0	4	0	58	\$10,878	\$ 30	\$ 165	\$11,073
3.0	Repair Design for Worm Rocker Bearing Plates															
	Review inspections and plans	4			4				2			10	\$1,774			\$1,774
	Preliminary design evaluation for repairs	8			25	8		18	12			53	\$8,100	\$ 20	\$ 900	\$8,120
	Site specific inspections	4		24								46	\$9,140			\$9,140
	Prepare Tech Memo	6		4	6	2				4		22	\$3,898	\$ 10		\$3,908
	Subtotal	0	22	28	35	10	18	14	14	4	0	131	\$22,913	\$ 30	\$ 900	\$23,843
4.0	Approach Span Deck and Joint Rehabilitation															
	Review inspections and plans	1			2	4						7	\$1,019			\$1,019
	Preliminary design evaluation for repairs	2			12	6			8			28	\$3,991	\$ 15		\$4,006
	Site specific inspections	4		4	4							8	\$1,538	\$ 55		\$1,593
	Prepare Tech Memo	4		8	8	2				4		18	\$2,684	\$ 10		\$2,694
	Subtotal	0	11	0	26	12	0	8	8	4	0	61	\$9,232	\$ 25	\$ 55	\$9,312
5.0	S. Abutment Revetment															
	Preliminary design evaluation for repairs	4			8	4			8			24	\$3,584	\$ 10		\$3,594
	Cost estimates	1			4	2						7	\$1,092			\$1,092
	Prepare Tech Memo	2		6	8	2				4		14	\$1,915	\$ 10		\$1,925
	Subtotal	0	7	0	18	8	0	8	8	4	0	45	\$6,591	\$ 20	\$ -	\$6,611
	Total Hours	2	110	28	95	46	18	30	30	20	24	373	\$62,763	\$ 115	\$ 1,120	\$63,998
	Total Dollars	\$475	\$25,126	\$7,484	\$14,822	\$5,504	\$1,812	\$3,538	\$1,416	\$2,585						

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Commission Memo



Prepared by: Fred Kowell
Date: February 20, 2018
Re: PSquare LLC, Task Order 5

The next phase of upgrading the Breezeby electronic tolling system is to purchase the remaining hardware for the license plate recognition system which will work along with the newly installed vehicle classification system and our existing transponder system.

This Task Order 5 with PSquare will make the tolling system capable of being fully automated if the Port chooses to do so. This next phase will take around 14 months to complete. Part of this delay is that Oregon DMV is moving forward with a replacement of their DMV system which should go-live in January 2019. Due to many facets of their migration taking place right now, we agreed to delay portions of our project until then.

Between now and January 2019, this Task Order will move forward with other parts of our installation and testing, and leave the interface with DMV to a later date. The hardware will cost \$126,017 while the interface and back office integration will cost \$217,775. Although this seems to be a lot of funding it is under budget by \$30,000.

This will address violators which make up about 0.3% of our traffic. This alone will tighten up our tolling system and capture more of the tolls and penalties that we have never been able to collect. At some point in the future, a transition plan will be implemented which will address the next steps in making the Port the only ALL electronic tolling facility in Oregon.

By moving forward with this project, we will be able to contract with other jurisdictions that wish to use our tolling back office, experience and knowledge in assisting them to fund their capital improvements to their aging infrastructure. This conversation is already occurring with other jurisdictions, besides ODOT, in considering tolling as the funding mechanism to their infrastructure needs.

Task Order #4, which encompassed the installation of a Automated Vehicle Classification system (AVC) is on schedule and testing should be completed in the next 30 days.

An automated vehicle classification system (AVC) uses laser technology that identifies a vehicle type or classification. This technology is more accurate than IDRIS due to its ability to scan a vehicle and match that vehicle type to a classification. Since this new technology is cheaper than replacing our current IDRIS controllers, the Port moved ahead in February with Task Order #4.

Our implementation strategy will remain the same. We use Lane 1 to run our tests, then migrate over to the other lanes when Lane 1 has gone through all the exceptions that occur with live data.

As a side note, the Port of Cascade Locks staff will be presenting the cost of using our Breezeby system to their Board in their next meeting. If all goes well, we should be moving the Port of Cascade Locks onto Breezeby by December 2018.

RECOMMENDATION: Approve Task Order 5 with PSquare for ALPR installation, configuration, interface and testing to BreezeBy electronic tolling system, not to exceed \$343,793.

TASK ORDER 5
SCOPE OF SERVICES
for
ELECTRONIC TOLLING SYSTEMS SUPPORT AND DEVELOPMENT

August 21, 2018

This Task Order No. 5 pertains to a Personal Services Agreement, ("Agreement") by and between Port of Hood River, ("Port"), and P-Square LLC ("Consultant"), dated February 20, 2018 ("the Agreement"). Consultant shall perform Services on the project described below as provided herein as the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall pertain to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port has upgraded its toll collection system due to the obsolescence of the Windows XP operating system and the inability of acquiring legacy consulting assistance. The new system's hardware and software is similar in functionality to what was in operation before. However, the Port desires to use enhanced technology to identify violators by capturing their license plate numbers and billing them a penalty for the misuse of the bridge. This new technology also allows the Port to determine the full ramifications of ALL electronic tolling and the benefits it derives. This upgrade in technology will interface and be compatible with our current hardware (ie. multi-protocol sticker-style transponders), lane controllers, AVC (automated vehicle classification system), and our ETBOS back office system application.

The Port has procured P-Square Solutions LLC and has successfully completed the migration to a new platform under Task Orders 2,3 and 4. Task Order 1 is the required ongoing system support for the lanes, loops, controllers, back office, web portal, and some development of the new systems. This Task Order will provide professional services to install new hardware and software for the Vehicle Enforcement System (VES). This project will provide additional enhancements due to the technology used and will more accurately track vehicle traffic across our toll facility. This agreement gives the Port continued access to specialized expertise for quality control over the project management, the new business rules for this new technology and continued support of our major system application.

PART 2.0 SCOPE OF SERVICES

Task 1 : Tolling Systems Enhancement System

The Consultant shall perform the tasks below, within the total authorized fee amount, and as requested by the Port staff:

- Install the Vehicle Enforcement System which includes license plate recognition and validation against existing transponder back office data and our AVC (automated vehicle classification system). This agreement will include the purchase of 3 lanes of VES hardware of ALPR (Automated License Plate Recognition) cameras, installation and the integration of the ALPR

to the lane controller for that lane. Contractor will fully integrate the ALPR Camera System such that all in-lane transactions are associated with the license plate, jurisdiction, and confidence level for both front and rear cameras. Contractor will modify transactions sent to the ETBOS to include the new license plate information.

- Contractor will be responsible for the mounting brackets, cables, conduits, and environment protection required for the ALPR camera installation. The ALPR camera will take a high resolution image of the vehicle license plate and will have the software perform Optical Character Recognition (OCR) of the license plate number and state identifier. The image will be used to perform OCR and then compressed to be transferred to ETBOS for Image Review purposes. The image should be sufficient for a human to easily review the image and extract the license plate number and jurisdiction manually under all lighting conditions in the lanes.
- The Contractor will replace the legacy lanes with Linux based operating systems that will support the current operations of the lanes (ie. Cash collection, Breezeby Collection) , but also capture Violation transactions with the License Plate OCR.
- Contractor will integrate the lane controller with the ETH (Electronic Toll Host) in such a manner that the transactions use XML format data exchange for a, Lane to Host Transaction message, Lane to Host Equipment Status Message, Host to Lane Tag-Late file, and Host to Lane Fare schedule.
- Contractor will provide an interface to transfer all images with image names that includes the date/time of image, Plaza, Lane, Front/back plates, and transaction reference number so that the ETH can associate the image with the transaction easily.
- This interface will be enhanced in a manner such that any integration with external agencies to achieve interoperability in the future can be handled using configuration changes with no source code modifications.
- The lane controller will communicate in real-time to the ETBOS system via an XML message based interface that will be designed by the Contractor. The lane controller will transfer transaction data that uniquely identifies the transaction date/time, AVC axle count, AVC classification, Breezeby transponder ID, lane ID, Agency ID to the ETBOS.
- Contractor will provide modifications to AVC to allow equipment status of the AVC (automated vehicle classification) system, ALPR system, gate controller, MLT terminal and other components of the lane controller such that data is available for review and alerting by the ETH and by a staff person.
- The lane controller will be able to accept new fare schedule in an XML based format similar to the way the POHR lane controller works. The Contractor will prepare and follow a test plan to ensure that the lane integration with the ETBOS is tested before Lane 1 goes LIVE. A test will be conducted before each lane is transition
- The following will be enhancements
 - ECS – Violation Image Review module
 - ECS – VES Transaction Posting and Image file Uploads
 - ECS – Oregon DMV Integration (lookup and Hold)

- ECs – Washington Licensing Integration (Lookup and Hold)
- ECS – Violation Invoice Generation & Escalation business rules and fees
- ECS – Violation Payments (full and partial payments), Waivers, Write-offs, Adjustments, NSF, Reversals, charge backs, Affidavit processing, Violation reset and others that come forward.
- ETH – Violation Transaction Reporting (4 reports)
- ECS – Violation Reporting (10 reports)
- Contractor will maintain security patch version of the OS to the latest version during this phase of the contract.
- Transition the current ECS operations to include violation processing while minimizing impact to the Port's operations.
- Contractor will add at least 10 TB of additional disk space for image storage.
- Image backup will be performed on agreed upon Cloud Storage. Cloud Storage will be borne by the Port.
- The lane and ETH interface will be tested in the lab before being deployed in the lanes. Site acceptance testing will occur as each lane is upgraded, and site acceptance testing is conducted for each lane and the lane interface is fully functional with the ETBOS.
- Contractor will provide training for Port staff which will include Go-Live Violation Processing. Contractor will be available for cut-over at GO LIVE and any additional subsequent training will be made available at an agreed upon time and cost.

Assumptions

The following assumptions are made:

- Consultant's tolling staff will communicate with Port staff in monthly meetings via a phone conference and the internet.
- The total level of effort for this Task Order is those services requested by the Port for the efforts shown herein, up to the not-to-exceed amount of the contract, with the exception travel and related costs when required by Port staff.
- Any Feature enhancements, business rules changes, operational efficiency improvements in existing back office system and tolling technology implementation changes which are outside the scope of work and capabilities of the existing system would be performed as task order on a level efforts estimates and approvals from Port.

Deliverables

The following items shall be delivered to the Port:

- Installation of above hardware, which includes configuration and testing of hardware and software interface.
- Software business rules that will need to be changed to incorporate the enhanced technology and any future efficiencies that come forward during project testing.
- Written deliverables in electronic format as requested.
- Invoices and progress reports ● Monthly/Weekly conference/meetings

Task 2: Project Management & Administration

The Consultant shall provide professional support services and project management services provided by the Consultant including resolution of issues and trouble-shooting efforts to maintain an effective tolling system that has the current level of service and functionality to our customers today. Consultant shall:

- Provide billings of services performed when tasks are complete or are determined by contract. Schedule updates shall be provided with month progress reports.
- Correspond with owner regarding planning and development tasks, billing, expenses, efficiencies and customer value and deliverables;
- Perform Quality Control (QC) testing before any patch or enhancement is updated to the production environment and communicating such deliverables to Port staff;

Deliverables

PART 3.0 PORT'S RESPONSIBILITIES:

Port shall provide the documents noted above and be available for a mutually agreed upon time for the site visit.

PART 4.0 PERIODS OF SERVICE:

This contract is for a period of 14 to 16 months starting no later than September 30, 2018. Notice to proceed to Consultant is assumed to be not later than September 30, 2018.

PART 5.0 PAYMENTS TO CONSULTANT:

The total professional service fees for labor for this Task Order No. 5 shall be a not-to-exceed amount of \$343,792.43. Travel and related expenses or equipment costs are to be billed separately and will be reimbursed at cost. These costs are not part of the not-to-exceed amount of this Task order project.

PART 6.0 OTHER:

Annual Support will start when the project meets its Go-Live date. Estimated Annual cost to be \$85,839.

Attached PSquare Proposal for the Breezeby Violation Enforcement System.

This Task Order is executed this _____ date.

PORT OF HOOD RIVER
"Port"

BY:

NAME: Michael McElwee

TITLE: Executive Director

ADDRESS: 1000 E. Port Marina Drive

P SQUARE SOLUTIONS LLC. Consultant'

NAME:

TITLE: President

ADDRESS: 307 Fellowship Road,
Suite 104
Mount Laurel, NJ 08054

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POHR - Violation Enforcement System Implementation Project

INTRODUCTION

P-Square Solutions LLC, is a Mount Laurel, NJ based Tolling Systems Integrator and a Back-Office System Provider, and with their partner, TDS, a San Diego, CA based Roadway System Provider, have upgraded and replaced the Port of Hood River (POHR) Tolling System. POHR uses its Toll Bridge customers to use Breezeby Transponder to pay for their tolls. The Breezeby Transponder that is purchased by the toll bridge users with an associated account maintained by the POHR Back-Office System, can be used to travel through the toll booth without stopping. Breezeby has been in existence to pay tolls at POHR since 2007.

The Port has solicited a cost proposals from P-Square Solutions to implement enhancements and features to the POHR SYstem that allows an All Electronic Tolling SYstem (Cashless System) that depends on BreezeBy Transponders to pay for tolls or to pay with a License Plate. These enhanced features involve installation of Automated License Plate Recognition (ALPR) cameras in the lanes to capture front and back license plates and associate them with the in-lane vehicles detected by the lane subsystem. When Breezeby transponders are present, the current system already posts these transactions to the Breezeby Accounts to capture revenue. After the ALPR integration is completed, the system will be enhanced to post transactions to accounts based on the License Plates captured. The enhancement also involves sending license plates to Department of Motor Vehicles to get the demographic information and send invoices to the customers. The BOS SYstem also tracks unpaid license plate trips and followup with actions such as assessing additional violation penalties, and followup with DMV to place Registration Holds. These enhancements will allow POHR to switch to a completely cashless tolling system, that reduces the delays at the toll booth, reducing overall cost of collection, while providing the

P-Square Solutions Contact
Reddy Patlolla, President
307 Fellowship Rd, Suite 104
Mount Laurel, NJ 08054

Please see attached:

POHR Scope of Work, Assumptions, etc.

Pricing Summary (Lane and BOS)

- a. Pricing Detail - Lane Sub-System (Hardware/Software/Implementation)
- b. Pricing Details - BOS Software, Implementation, and Project Management Labor.
- c. Pricing Detail - BOS Third Party Hardware, COTS Software Pricing

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POHR - Violation Enforcement System Implementation Project

POHR - Statement of Work, Assumptions, & Exceptions

Sub-System	Description
Lane Subsystem	ALPR Cameras
	Contractor shall install Front and Rear ALPR Cameras on three of the four lanes. This assumes that one of the lanes is already equipped with the ALPR Cameras.
	Contractor will fully integrate the ALPR Camera System with the Lane Controller such that the in-lane transactions are associated with the accurate License Plate, State, Confidence Level for both the Front and Rear Cameras. Contractor will modify transaction sent to the BOS (ETH) to include the new License Plate information. The Contractor is responsible for the mounting brackets, cables, conduits, and environment protection required for the ALPR Camera Install.
	ALPR Camera will take high resolution images of the Vehicle and will have the software to perform Optical Character Recognition of the License Plate. The High Resolution Image will be used to perform the OCR, after which the image will be compressed for transfer to the BOS for Image Review purposes. The resolution should be sufficient for a Human to easily review the Image and extract the License Plate & Jurisdiction manually under all lighting conditions in the lanes.
	Contractor shall replace the Legacy Lanes (all four) with Linux based Operating System that will support the current operations of the lanes (Cash Collection, Breezeby Collection), but also capturing Violation Transactions with License Plate OCR.
	Host Interface
	Contractor shall integrate the Lane Controller and the ETH in such a manner that, the transactions use XML format data exchange for a) Lane to Host Transaction Messages; b) Lane to Host Equipment Status Messages; c) Host to Lane Tag-Plate File; d) Host to Lane Fare Schedule
	Contractor will provide an interface to transfer all images with image names that includes the Date/Time of Image, Plaza, Lane, Front/Back, and transaction reference number so that the Host (ETH) can associate the image with the transaction easily.
	This interface will be enhanced in a manner such that any integration with external agencies to achieve reciprocity in future can be handled using configuration changes only with no source code modifications. <i>Note: POHR is considering reciprocity with WASHDOT, and the CTOC Region in the future. When such integration occurs, the Host to Lane Interface should be able to accomodate Agency Codes, etc in order to differentiate 6C Transponders and License Plates belonging to customers from other agencies.</i>
	The Lane Controller will communicate in real-time to the BOS System via an XML Message based interface that will be designed by the Contractor. The Lane Controller will transfer transaction data that uniquely identifies the Transaction Date/Time, AVC Axle Count, AVC Classification, BreezeBy Transponder ID, Lane ID, Agency ID to the BOS.
	Contractor shall provide additional modifications to provide equipment status of the AVC Classification System, ALPR System, Gate Controller, MLT Terminal, and other components of the Lane Controller so that this data is available for review and alerting by the ETH and by a maintenance technician.
	The Lane Controller will be able to accept new Fare Schedule in an XML based format similar to the way the POHR Lane Controller works.
	The Contractor will prepare and follow a Test Plan to ensure that the Lane Integration with BOS is tested at before the 1st Lane goes into Live Operation. A test will be conducted before each lane is transitioned.
BOS Feature Enhancement	ECS-Violation Image Review Module
	ECS - VES Transaction Posting and Image File Uploads
	ECS - Oregon DMV Integration (Lookup & Hold)
	ECS - Washington DMV Integration (Lookup & Hold)
	ECS - Violation Invoice Generation & Escalation including Fees
	ECS - Violation Payments (full and Partial Payments), Waivers & Write-Offs, Payment Adjustments, NSF, Payment Reversal, Charge Backs, Affidavit Processing, Disputes, Violation Reset, etc.
	ETH - Violation Transaction Reporting (4 Reports)

POHR - Statement of Work, Assumptions, & Exceptions

Sub-System	Description
	ECS - Violation Reporting (10 Reports)
	Contractor will maintain the Security Patch Version of the OS to the latest Version during the Maintenance Phase of the Contract.
	Transition the current ECS Operations to include Violation Processing while minimizing impact to POHR Operations.
BOS Infrastructure	Contractor will add at least 10TB of additional Disk Space for Image Storage.
	Image Backup will be performed on to Amazon Glacier Cloud Storage. The recurring costs for Glacier Storage will be paid for by POHR.
Testing & Training	Factory Acceptance Testing - The Lane/ETH interface will be tested in the lab before it is deployed to the lanes.
	Site Acceptance Testing - After the lane at each lane is upgraded, a site-acceptance test will be conducted to ensure that the lane interface with the BOS is fully functional.
	Training
	Go-Live (Violation Processing)

Exclusions

The Proposal does not include a Collections Agency Interface

**POHR - Violation Enforcement System Implementation Project
Price Proposal (Summary)**

Description	Price
VES Camera Installation, ALPR Integration and Testing	\$ 126,017.43
BOS Software Enhancements, Testing, and Implementation	\$ 217,775.00
TOTAL -Lane/BOS System Implementation Cost	\$ 343,792.43
Annual Remote Support (Remote Support) - Annual Cost*	\$ 85,838.52

Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14
NTP														
BOS														
Business Rules Definition														
OR DMV ICD Review/Analysis														
WA DMV ICD Review/Analysis														
System Design														
ETH-Violation Image Review														
ECS - VES Transaction Posting & Image Transfer														
ECS - Oregon DMV Integration (Lookup & Hold)														
ECS - Washington DMV Integration (Lookup & Hold)														
ECS - Violation Escalation & Notice Generation														
ECS - Violation Payments (full and Partial Payments), Waivers & Write-Offs, Payment Adjustments, NSF, Payment Reversal, Charge Backs, Affidavit Processing, Disputes, Violation Reset, etc.														
ETH - Violation Reporting (4 Reports)														
ECS - Violation Reporting (10 Reports)														
VES Deployment														
Lane Integration														
Lane Software Design														
Lane Software Development														
VES Camera Procurement														
VES Camera Assembly														
Local - Lane Software Integration Testing														
System Deployment in-lane														
System Testing, Training, and Go Live														
FAT - Testing														
System Training														
Site Acceptance Testing														
Go-Live														

Commission Memo



Prepared by: Kevin Greenwood
Date: August 21, 2018
Re: Akana Engineering Contract

As part of the effort to ask the legislature for funding the Final EIS, a white paper was published last fall identifying members to participate in the Bridge Replacement Advisory Committee (BRAC). In addition to including the various local governments in Oregon and Washington in the Gorge, the paper identified including a representative from the Columbia River Intertribal Fish Council (CRITFC).

Tribes are consulted from a regulatory and resource perspective as part of the U.S. Army Corps permit application process, but it was also recommended to find a role for the tribes to participate in a political and policy perspective as well; and BRAC inclusion served that opportunity.

Since the beginning of the year, Port staff and Commissioners have had several contacts with CRITFC to build the Port's relationship with tribes. Commissioner Shortt and Bridge Project Director Greenwood presented a bridge update and noted the Port's desire to include CRITFC involvement in the process at an April 17th Fishing and Watershed Conference in The Dalles. Port Executive Director McElwee also presented at the monthly CRITFC board meeting in Warm Springs, Ore. on June 22nd.

Based upon the feedback specifically from the Warm Springs meeting, it was recommended that the Port reach out to the four individual tribes to gauge their interest in CRITFC representation in a policy-setting role. It will be critical during this outreach that the Port is aware of cultural and natural resource issues which differ between the tribes.

Akana was introduced to the Port by its Chief Financial Officer based upon relationships built through prior projects. Akana is a Native American-owned professional services firm with ten offices across the country. Their headquarters are located in Portland. Herb Fricke, President, is a member of a North Dakota tribe and is married to an active member of the Shoshone tribe. Akana has completed engineering and planning projects for tribes throughout the Columbia Basin including many of the tribal access fishing sites through the Gorge.

Based upon interviews with the Akana management team, the following services can be provided:

- Provide advisory services related to tribal outreach for participation with the Final Environmental Impact Study (FEIS) policy committee.
- Facilitate contact with key tribal individuals with the Nez Perce, Umatilla, Yakama and Warm Springs tribes.
- Review and help prepare materials including presentations to be made to the tribes.

- Advise the Port on effective ways to earn tribal participation on policy-related issues with the FEIS.

This contract has additional services that would be in addition to the baseline services if desired.

RECOMMENDATION: Approve contract with Akana for environmental technical assistance related to bridge replacement, not to exceed \$25,000.

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

1. This Contract is entered into between the Port of Hood River ("Port") and **AKANA** ("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 **\$25,000**. 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 **March 31, 2019**. 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.

CONTRACTOR

Herb Fricke 8/16/18
 Herb Fricke, PE Date
 President
 6400 SE Lake Rd., Ste. 270
 Portland, OR 97222

PORT OF HOOD RIVER

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

Federal ID or Social Security Number: 91-1753733

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**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK:

Provide advisory services related to tribal outreach for participation with Final Environmental Impact Study (FEIS) advisory committee. Facilitate contact with key tribal individuals with the Nez Perce, Umatilla, Yakama and Warm Springs tribes. Review and help prepare materials including presentations and advise the Port of Hood River on effective ways to earn tribal participation with the ultimate goal of identifying a singular Columbia River Inter-Tribal Fish Council (CRITFC) member, or individual tribal representative if so desired by a tribe, to participate on the Bride Replacement Advisory Committee (BRAC).

II. DELIVERABLES AND TIMEFRAME:

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

As requested by Port staff.

The due dates for the deliverable(s) shall be:

Completion of all work products by **March 31, 2019**.

III. CONSIDERATION:

Hourly rates under this Contract shall be:

See Exhibit C, Rate Sheet.

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

Invoices for services will be submitted on a monthly basis. Payments due which exceed 90 days from date of invoice may be subject to a monthly charge of 1.5% of the unpaid balance (18% annual).

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

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**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

Certified by Contractor: *Hubert H. Finke / PRESIDENT*
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

- 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

- 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

- 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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**Personal Services Contract
Exhibit C**

RATE SHEET



2017-2018 Hourly Billing Rates

Standard billing rates (Effective 8 August 2017) are shown in the following table.

Title	Billing Rate (\$/hour)
ProgramManager	\$220.00
Sr Project Manager	\$180.00
Project Manager	\$155.00
Sr Civil Engineer	\$175.00
Civil Engineer	\$135.00
Jr Civil Engineer	\$105.00
Sr Structural Engineer	\$175.00
Structural Engineer	\$135.00
Jr Structural Engineer	\$110.00
Sr Mechanical Engineer	\$170.00
Mechanical Engineer	\$135.00
Jr Mechanical Engineer	\$105.00
Sr Electrical Engineer	\$170.00
Electrical Engineer	\$135.00
Jr Electrical Engineer	\$110.00
Sr Environmental Engineer	\$175.00
Environmental Engineer	\$135.00
Jr Environmental Engineer	\$100.00
Commissioning Agent	\$150.00
Sr Environmental Scientist	\$170.00
Environmental Scientist	\$135.00
Jr Environmental Scientist	\$95.00
Biologist	\$120.00
Jr Biologist	\$95.00
Sr Geologist	\$165.00
Geologist	\$135.00
Sr Planner	\$165.00
Planner	\$135.00
Jr Planner	\$100.00
Architect	\$155.00
Jr. Architect	\$115.00
Sr CAD Tech	\$100.00

Version 2017, 20170808



2017-2018 Hourly Billing Rates

Standard billing rates (Effective 8 August 2017) are shown in the following table.

Title	Billing Rate (\$/hour)
CAD Tech	\$90.00
Intern	\$50.00
Sr Construction Manager	\$165.00
Construction Manager	\$140.00
Sr Construction Inspector	\$135.00
Construction Inspector	\$105.00
Jr Construction Inspector	\$90.00
Sr Field Tech	\$75.00
Jr Field Tech	\$55.00
Senior Construction Admin	\$105.00
Construction Admin	\$75.00
Technical Writer	\$130.00
Clerical	\$80.00
Jr Clerical	\$60.00
Sr Scheduler	\$170.00
Scheduler	\$120.00
Sr Cost Estimator	\$210.00
Cost Estimator	\$130.00
Outreach	\$105.00
Safety	\$150.00

Version 2017, 20170808



August 13, 2018

Kevin Greenwood

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

Re: Port of Hood River – Personal Services Contract- Advisory Services

Dear Mr. Greenwood:

Akana is very interested in providing advisory services under a personal services contract for the Port of Hood River. Akana is a Native American owned small business offering support, engineering, planning, construction, and project management services. Headquartered in Portland with branch offices in Bellevue, Olympia, and Pasco, WA, our staff of 72 engineers, planners, architects, environmental scientists, and construction specialists serves municipalities, state and federal government, and Indian tribes throughout the Northwest.

Several factors set the Akana Team apart:

Experience – Over the past 5 years, Akana has completed major Native American related studies and planning services for both the Federal government and local tribal entities. We have also performed infrastructure projects for tribes from Alaska to Oklahoma and within focus areas that include housing, transportation, water resources and environmental remediation.

Expertise – The Akana Team is comprised of personnel with the expertise and direct contact with the Tribal communities throughout the western United States. Akana has a strong resume and relationship within the area, performing planning and A/E services for the Columbia River Fishing Access Sites Restoration (for the US Army Corps of Engineers), conducting Housing Studies for Native American replacement housing within the Columbia River Basin (US Army Corps of Engineers), and planning and civil design for the Celilo Village re-development.

Capacity – The Akana Team is immediately available to begin work and provide support to the Port. Additional resources are available to provide support in other areas should the need arise.

Knowledge of the Geographic Area – The Akana Team is experienced in and knowledgeable of the general geographical area. Akana's past experience within the vicinity of the Columbia River Basin includes work with the Warm Springs, Yakama, Umatilla and Nez Perce reservations and provides us with knowledge of conditions and the issues unique to these locations.

We appreciate the opportunity to submit this proposal, and look forward to supporting the Port of Hood River in obtaining tribal understanding and input to the Ports Bridge replacement project.

Sincerely,

A handwritten signature in blue ink that reads "Herbert J. Fricke, P.E.".

Herbert J. Fricke, PE
President

Proposal for the Port of Hood River

Akana will provide the following:

- Provide advisory services related to tribal outreach for participation with Final Environmental Impact Study (FEIS) advisory committee.
- Facilitate contact with key tribal individuals with the Nez Perce, Umatilla, Yakama and Warm Springs tribes.
- Review and help prepare materials including presentations
- Advise the Port of Hood River on effective ways to earn tribal participation with the ultimate goal of identifying a singular Columbia River Inter-Tribal Fish Council (CRITFC) member, or individual tribal representative if so desired by a tribe, to participate on the Bridge Replacement Advisory Committee.

Deliverables

Akana expects to provide the following deliverables:

- Minutes of meetings with Tribal Staff and Tribal Councils.
- Development of presentation materials in electronic format (Port will be responsible for the manufacture and distribution of all documents).
- Final overview report of meetings, discussions and understandings.

Assumptions

Akana assumes the following:

- Work is based on time and materials basis; invoicing will be based on actual hours worked.
- Meetings are planned for on-site, with combined trips for staff and council; we will make every attempt to schedule meetings on the same day if possible to control costs.
- Task 2 & 3 – additional services (Port meetings) and training of Port personnel will only occur if authorized and requested by the Port.
- Contract costs are not to exceed the total without approval from the Port.
- Timeframe is through March 31, 2019; current rates are based on this timeframe.



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Commission Memo



Prepared by: Kevin Greenwood
Date: August 21, 2018
Re: Clary Consulting, Inc. Contract
Amendment No. 1

Lowell Clary has provided a valuable national perspective to the Port's bridge replacement project since first participating in a January 2018 work session on procurement options related to infrastructure financing. Since the contract started, Clary has researched other bridge financing projects in the United States; collaborated on sections of the FEIS RFP related to coordinating financing and traffic modeling; developed schedules integrating procurement, traffic studies and EIS work; and participated as an expert panelist in two public work sessions.

With the focus moving toward the FEIS work and gearing up for introductory traffic and revenue studies, staff recommends keeping Clary on contract for a smaller amount, during which he can be consulted on an as-needed basis.

Specific tasks for the next several months will include:

- Advising the Port as it develops the project delivery process, including budgets, schedules and scoping.
- Coordinating with the Port's FEIS consultant team when request by staff.

This amendment will add \$10,000 of service with a total amount not to exceed \$50,000. Services provided by Clary Consulting by this Amendment will be reimbursed from the \$5 million grant from the State of Oregon identified in the 2017 Transportation Bill.

RECOMMENDATION: Authorize Amendment No. 1 to contract with Clary Consulting, Inc. for project procurement technical advisory services not to exceed \$10,000.

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**AMENDMENT NO. 1
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 1 to the Personal Services Contract ("Contract") is entered into this **21st day of August, 2018** by and between Clary Consulting Inc. ("Contractor") and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Contractor and Port entered into a Contract dated February 21, 2018 for bridge replacement strategic planning and financial analysis services associated with future replacement of the Hood River Bridge ("Project"); and

WHEREAS, the original contract covered work related to providing advisory services for developing the project delivery process, including budgets, schedules, coordinating with FEIS advisor, researching applicable case studies and participating in Commission Work Sessions; and

WHEREAS, the Port desires that additional services including providing advisory services for developing the project delivery process, including budgets, schedules, and coordinating with the FEIS team as requested by staff; and

WHEREAS, all terms used in this Amendment No. 1 have the meaning given to them as in the original Contract, except as amended hereby.

NOW THEREFORE, Port and Contractor agree to carry out the additional services for an additional amount not to exceed **\$10,000** for a total contract amount not to exceed **\$50,000** plus reasonable reimbursable expenses; and

Port and Contractor agree to extend the term of the contract through June 30, 2019.

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

Contractor

Port of Hood River

Clary Consulting Inc.
Lowell R. Clary, President
2910-D4 Kerry Forest Pkwy, Ste. 413
Tallahassee FL 32309

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

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Commission Memo



Prepared by: Fred Kowell
Date: August 21, 2018
Re: Financial/Municipal Advisor

Kieu-Oanh Nguyen of PFM Financial Advisors, LLC has been the Port's Financial/Municipal Advisor (FA) since the 2003 bridge bonds were issued and she also assisted in the 2013 refinancing as well as the Lower Mill site financing. She knows the Port's history and has been instrumental as a good sounding board for the various debt instruments that are out on the bond market and how the market is changing. An FA is required for an entity if they wish to go to the bond market. They are NOT an underwriter, but an advisor to the Port with regard to timing, type of instrument, type of issuance and many other factors including financial schedule(s) development.

Due to the new SEC Rule 15Ba1-1(d)(3)(vi), the Port is required to have an agreement and to designate its FA in moving forward with any debt financing that falls under the SEC rules for debt disclosures and financing.

Staff is confident in the PFM Financial Advisors, LLC firm and in Kieu-Oanh Nguyen specifically and recommends authorization of an annual contract for the scope of services related to the Port's current and future debt financings.

RECOMMENDATION: Approve agreement with PFM Financial Advisors, LLC for financial/municipal consulting services as per the attached service and fee disclosure.

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PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement (“Agreement”), made and entered into this ___ day of August, 2018, by and between Port of Hood River, Oregon (the “Port”) and PFM Financial Advisors LLC (hereinafter called “PFM”) sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, The Port desires to obtain the services of a financial advisor to develop and assist in implementing the Port’s strategies to meet its current and long-term financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the Port and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the Port, services related to debt planning, debt policy development, debt issuance, and ongoing debt management, as applicable and set forth in Exhibit A to this Agreement. The Port acknowledges and agrees that most tasks requested by the Port will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Port and PFM. Upon request of the Port, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Port and PFM or its respective affiliate.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the Port for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If the Port has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations provided herein. PFM shall not be responsible for, or have any liability in connection with, verifying that PFM is independent from any other party seeking to rely on the IRMA exemption (as such independent

status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). The Port acknowledges and agrees that any reference to PFM, its personnel and its role as IRMA, including in the written representation of the Port required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by PFM. The Port further agrees not to represent that PFM is the Port's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without PFM's prior written consent.

2. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to the Port together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and the Port shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented expenses incurred, if pre-approved by the Port. Upon request of the Port, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective until December 31, 2020 (the "Initial Term") and shall automatically renew for additional 2 year periods (each a "Renewal Term") and together with the Initial Term, the "Term", unless canceled in writing by either party upon thirty (30) days written notice to the other party.

VI. ASSIGNMENT

PFM shall not assign any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Port; provided that upon notice to Port, PFM may assign this Agreement or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

VII. INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records (“Data”) in the possession of the Port or any third party necessary for carrying out any services to be performed under this Agreement shall be furnished to PFM and the Port shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the Port in connection with a municipal securities transaction or municipal financial product and/or relevant to the Port’s determination whether to proceed with a course of action. To the extent the Port requests that PFM provide advice with regard to any recommendation made by a third party, the Port will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. The Port acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this Agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

VIII. NOTICES

All notices given under this Agreement shall be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the designated below. The parties designate the following as the respective places for giving notice, to wit:

PORT OF HOOD RIVER

1000 E Port Marina Drive
Hood River, OR 97031
Attention: Fred Kowell, Chief Financial Officer

PFM FINANCIAL ADVISORS LLC

650 NE Holladay Street, Suite 1600
Portland, OR 97232
Attention: Kieu-Oanh Nguyen, Director

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the Port. Subject to the exception described above, upon termination of this Agreement, at the Port’s reasonable request no later than three (3) years after the termination of this Agreement PFM shall deliver to the Port copies of any deliverables pertaining to this Agreement.

X. PFM’S REPRESENTATIVES

The Port has the right to request, for any reason, PFM to replace any member of the advisory team. Should the Port make such a request, PFM shall promptly suggest a substitute for approval by the Port.

XI. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for (i) any act or omission in connection with performance of its services hereunder; (ii) any error of judgment or mistake of law; (iii) any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product, or (iv) any financial or other damages resulting from the Port's election to act, or not to act, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to the Port.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of the Port by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Washington. PFM and the Port agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between the Port and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between the Port and an affiliate of PFM shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

IN WITNESS THEREOF, the Port and PFM have executed this Agreement as of the day and year herein above written.

PORT OF HOOD RIVER, OREGON

By: _____
Fred Kowell, Chief Financial Officer

Date: _____

PFM FINANCIAL ADVISORS LLC

By: _____
Michael Berwanger, Managing Director

Date: _____

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EXHIBIT A SCOPE OF SERVICES

1. General, ongoing services relative to the periodic updates, financial planning, credit ratings, and policy development, subject to fees forth in Exhibit B, Section 1. Upon request of the Port:

- Provide general advice, input, and planning as may be requested from time to time by the Port.
- Evaluate the Port's capital financing plans and needs, and the Port's financial resources, relative to any proposed financing.
- Provide analysis of financing options, identify risks, and advise on the feasibility of financing plans.
- Periodically review outstanding obligations for the Port for potential consolidation or refinancing opportunities that may benefit to the Port.
- Advise the Port of changes in state or federal law that may be relevant to the Port's future financing plans.
- Provide advice to the Port related to the existing debt and proposed financing plans of its junior taxing districts.
- If requested, serve as the Port's IRMA in connection with the "Municipal Advisor Rule," and review proposals/analysis provided by underwriters, banks, and other third parties.
- Attend meetings with Port's staff, consultants and other professionals and the Port.

2. Services related to debt transactions (including short term financings, notes, loans, letters of credit, line of credit and bonds) subject to transaction fees as set forth in Exhibit B, Section 2. Upon the request of the Port or as required to complete the financing transaction:

- Develop, or review, a financing plan in concert with Port's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Port by recommending the best method of sale, either as a negotiated sale, direct (bank) placement or a competitive sale. In a competitive sale or direct placement, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such policy selection.
- Advise as to the various financing alternatives available to the Port.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- If appropriate, develop credit rating presentation and coordinate with the Port the overall presentation to rating agencies.

- For a negotiated sale, review underwriter's proposals and provide analysis of same to the Port.
- Assist the Port in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Port and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with the Port's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in offering documents.
- As applicable, advise the Port on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Port in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including final delivery of the bonds.
- For any competitive sale of bonds or notes, prepare official notice of sale, recommend sale parameters, take steps necessary to ensure broad market exposure of the issue, through the use of newswire services and official statement distribution, and perform additional steps necessary and customary for competitive bond sales.
- Review (or upon request, assist with the preparation of, for an additional fee to be agreed in writing) Preliminary Official Statements and final Official Statements prepared on behalf of the Port for use in marketing any bonds and meeting regulatory requirements.

In addition to the services identified above, PFM may also perform special projects as requested by the Port. The scope of such project will be identified prior to undertaking the project. Such projects will be subject to fees based upon hourly rates, as set forth in Exhibit B, Section 3.

EXHIBIT B
COMPENSATION FOR SERVICES

1. General Services Retainer

For general advice between financings, PFM shall receive an annual fee in the amount of \$4,000 (“Retainer”), payable in quarterly installments. The Retainer may be reviewed and revised upon mutual agreement. PFM shall invoice the first quarterly installment for the quarter ending September 30, 2018 at a pro-rated amount based on the effective date of this agreement.

2. Transaction Fees

The compensation schedule for long-term financings will be billed at closing as follows:

<u>Bond Size</u>	<u>Issuance Fee per \$1,000</u>
For financing up to \$20 million	\$1.50 per \$1,000, with a \$20,000 minimum
For financing over \$20 million	\$30,000 plus \$0.75 per \$1,000 over \$20 million

Interim financing or bank placements may be subject to a reduced fee, depending on the time and complexity of the transaction and the specific services provided.

3. Hourly Project Fees (Non-Transaction Related)

In the event the Port requests that PFM perform a significant special project beyond the scope of work contained in Exhibit A, fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience or their equivalents will apply. No such fee will be charged to the Port without first entering into a written addendum or memorandum documenting the requested services and expected fee. Additionally, in the event a financing is started, but cancelled at the Port’s request, accrued time will be billed as follows:

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director/Director	\$315
Senior Managing Consultant	\$295
Senior Analyst	\$250
Analyst	\$210
Associate	\$185

For services completed after 2019, we respectfully request the opportunity to review these fees with the Port, and may propose an adjustment up to 5%, subject to approval of the Port.

4. Official Statements

PFM may coordinate and assist with the preparation of bond official statements upon request of the Port, with compensation based on an additional fee which will depend on the estimated time involved in preparation of the official statement. Although PFM may assist with the preparation of official statements, the Port is primarily responsible for providing accurate and complete information for inclusion in the official statement, and will be responsible for reviewing and certifying the accuracy of the information in the official statement.

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EXHIBIT C
INSURANCE

PFM Financial Advisors LLC (“PFM”) has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$30 million and \$10 million, respectively. PFM also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision

Cyber-Liability \$50,000

General Liability \$0

Professional Liability (E&O) \$1,000,000

Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

Professional Liability (E&O):

Endurance American Specialty Insurance (A+; XV)

XL Specialty Insurance Company; (A; XV)

Continental Casualty Company; (A; XV)

Starr Indemnity & Liability Company; (A; XIV)

Federal Insurance Company; (A++; XV)

Indian Harbor Insurance Company (A; XV)

Great Northern Ins. Company; (A++; XV)

Federal Insurance Company (A++; XV)

Federal Insurance Company (A++; XV)

Great Northern Ins. Company; (A++; XV)

Financial Institution Bond:

Cyber Liability:

General Liability:

Automobile Liability:

Excess /Umbrella Liability:

Workers Compensation & Employers Liability

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Commission Memo

Prepared by: President Hoby Streich
Date: August 21, 2018
Re: Executive Director Contract



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

Based on his performance in FY 17/18 and expectations going forward, the Personnel Committee recommends that the Executive Director's contract be amended to provide a 5% salary increase in FY 18/19 and emphasize our expectations for the use of vacation time.

The proposed contract amendment is attached.

RECOMMENDATION: Authorize Tenth Amendment to the Employment Agreement between the Port of Hood River and Executive Director Michael McElwee.

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EMPLOYMENT AGREEMENT TENTH 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, September 10, 2014, August 18, 2015, September 6, 2016 and July 17, 2017 (“Employment Agreement”). McElwee and Port wish to amend the Employment Agreement to recognize changes in the Consumer Price Index and the fact that McElwee was unable to utilize his full vacation hours in the last contract year due to significant work demands.

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, 2018, the monthly salary of the Executive Director shall increase by 5% to \$11,596.”

Payment for Un-used Vacation Time

Paragraph “13” of the Employment Agreement is amended by adding two sentences:

“McElwee shall receive one-time compensation for 80 hours of vacation hours he was unable to utilize in the 2017/18 contract year based on his 2017/18 salary.”

“McElwee shall include full utilization of his allocated vacation time as a goal in his annual work plan and his performance in achieving this goal shall be assessed during his 2018/19 annual performance review.”

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

DATED: _____, 2018

DATED: _____, 2018

Michael McElwee, Port Executive Director

Hoby Streich Port Commission President