



## PORT OF HOOD RIVER COMMISSION

### AGENDA

Tuesday, September 19, 2023

Port Conference Room

1000 E. Port Marina Drive, Hood River

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1. Call to Order
  - a. Modifications, Additions to Agenda
  - b. Public Comment (5 minutes per person per subject; 30-minute limit)
  
2. Consent Agenda
  - a. Approve Minutes from the September 5, 2023 Regular Session (*Patty Rosas, Page 3*)
  - b. Approve SaaS Agreement with Tyler Technologies for Financial Accounting Software (*Debbie Smith-Wagar, Page 7*)
  - c. Approve Resolution 2023-24-6 Establishing Monthly Meeting Schedule (*Kevin Greenwood, Page 93*)
  - d. Approve Accounts Payable to Campbell Phillips in the Amount of \$8,373.00 (*Debbie Smith-Wagar, Page 99*)
  
3. Informational Reports
  - a. Bridge Replacement Project Update (*Michael Shannon, Page 103*)
  - b. 2022 Waterfront Recreation Annual Report (*Daryl Stafford, Page 109*)
  
4. Presentations & Discussion Items
  - a. Market Analysis Report for Lower Mill Redevelopment Site, ECONorthwest (*Greg Hagbery, Page 123*)
  - b. Participation of Legal Counsel at Board Meetings (*Kevin Greenwood, Verbal*)
  
5. Executive Director Report (*Kevin Greenwood, Page 153*)
  
6. Commissioner, Committee Reports
  
7. Action Items
  - a. Approve Contract with James Dean Construction for Lower Mill Wetland Mitigation and Site Grading Project (*Greg Hagbery, Page 161*)
  
8. Commission Call
  
9. Confirmation of Commission Directives to Staff

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10. **Executive Session** - If necessary, an Executive Session may be held in accordance with: ORS 192.660(2)(a) – Employment of Public Officers, Employees & Agents, ORS 192.660(2)(b) – Discipline of Public Officers & Employees, ORS 192.660(2)(d) – Labor Negotiator Consultations, **ORS 192.660(2)(e) – Real Property Transactions**, ORS 192.660(2)(f) To consider information or records that are exempt by law from public inspection, ORS 192.660(2)(g) – Trade Negotiations, ORS 192.660(2)(h) - Conferring with Legal Counsel regarding litigation, ORS 192.660(2)(i) – Performance Evaluations of Public Officers & Employees,

ORS 192.660(2)(j) – Public Investments, ORS 192.660(2)(n) – Security Programs, ORS 192.660(2)(n) – Labor Negotiations.

11. Possible Action

12. 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.*

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

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### Regular Session

**PRESENT: Commissioners:** Kristi Chapman, Heather Gehring, Ben Sheppard, Mike Fox, and Tor Bieker. **Legal Counsel:** Kristen Campbell. **Staff:** Kevin Greenwood, Genevieve Scholl, Debbie Smith-Wagar, Greg Hagbery, and Daryl Stafford. **HNTB:** Michael Shannon (via Zoom). **Guests:** None

**ABSENT:** None

**MEDIA:** None

1. **CALL TO ORDER:** President Kristi Chapman called the meeting to order at 5:00 p.m.
  - a. **Modifications or additions to the agenda:** None
  - b. **Public Comment:** Written public comment provided in packet.

2. **CONSENT AGENDA:**

- a. Approve Minutes from August 15, 2023 Regular Session
- b. Approve Res. No. 2023-24-3 Creating an Internal Bridge Committee
- c. Approve Agreement with ODOT for I-84 Closures
- d. Approve Lease with Blue Mountain Networks in the Big 7 Building
- e. Approve Res. No. 2023-24-4 Declaring Surplus Property

**Motion:** Move to approve Consent Agenda.

**Move:** Sheppard

**Second:** Fox

**Discussion:** Commissioner Mike Fox requested clarification on Consent Agenda item 2(b) and whether it was Oregon law for Commissioners to be non-voting members of internal and standing committees. Kristen Campbell, Campbell Phillips, replied that it is not specified in the statute. A discussion ensued regarding non-voting members.

**Vote:** **Aye:** Chapman, Gehring, Sheppard, Fox, and Bieker

**MOTION CARRIED**

3. **INFORMATIONAL REPORTS:**

- a. Commissioner Fox reported that they had Oregon legislators and members of the Yakama Nation come out for a tour of the Replacement Bridge Project. The Geotechnical work out in the river has been completed and is now being analyzed. They have had several meetings with the Summit Strategies in Washington DC and they are in the process of scheduling a trip to discuss the grant application that was recently submitted. Members of the Joint Transportation Committee from Washington are planning a tour of the bridges over the Columbia and will be stopping in Hood River for lunch to hear a presentation on the Hood River-White Salmon Bridge on September 27.

4. **PRESTENTATIONS & DISCUSSION ITEMS:**

- a. **Commission Meeting Schedule** – Kevin Greenwood, Executive Director, noted that this item was brought forward by Commissioner Chapman as there may be interest in meeting once a month. Oregon statute requires public boards to meet at least once a month. Greenwood commented that staff is in support of the idea as significant time is spent preparing the meeting packets. The Commission was made aware that there may be an increase in frequency for Special Meetings to consider more time sensitive agreements or actions. A discussion ensued regarding the frequency of Commission meetings.

- Motion:** Move to approve a single meeting on the third Tuesday at 5pm of every month and at that meeting decide whether to have a second meeting ~~the subsequent Tuesday~~ (Amended per Commission discussion).
- Move:** Gehring
- Second:** Sheppard
- Discussion:** Commissioner Chapman requested that the Commissioners email her with agenda items that they would like to have presented at every meeting. Commissioner Heather Gehring requested that the motion not state that the Special Meeting must be the subsequent Tuesday.
- Vote:** **Aye:** Chapman, Gehring, Sheppard, Fox, and Bieker  
**MOTION CARRIED**

- b. **Public Relations Services Scope of Work Discussion** – Genevieve Scholl, Deputy Executive Director, commented that on numerous occasions, the Commission has discussed the possibility of contracting with a public relations firm to add to staff’s capacity on public communications. Staff recommended issuing a Request for Proposals (RFP) in the next four weeks. Commission discussion and direction was sought on the RFP. Scholl noted that this was not included in this year’s budget but there were funds available for it. Greenwood discussed some ideas for the public relations firm such as updating the 2013 Economic Impact study, promoting the importance of the Waterfront, and rebranding the Port. A discussion followed regarding funding for a public relations firm, and what the deliverables would be. Commissioner Ben Sheppard inquired on whether airport funds could be used for public relations purposes and directed staff to seek further information on this. Commissioner Chapman requested that the Commissioners send her their thoughts on where they see the Port once the current bridge is replaced. There was consensus from the Commission that the public first needs to be educated on what the Port has done with the money and what roles Ports play in Oregon, and the reasons for its existence. There was also consensus to continue this discussion at the next meeting.
5. **EXECUTIVE DIRECTOR REPORT:** Greenwood reported that the toll increase took place on September 1. Debbie Smith-Wagar noted that BreezeBy usage is up to about 80% of summer crossings. Greenwood noted that the wire ropes have arrived. The south lift span gear box has been repaired and will be replaced during the single lane closures on September 6. Commissioner Fox suggested a press release once the gear box has been replaced.
6. **COMMISSIONER, COMMITTEE REPORTS:** None
7. **ACTION ITEMS:**
- a. **Approve Contract with Ecological Land Services for Wetland Mitigation Project at the Airport.** Greg Hagbery, Development/Property Manager, noted that in 2018 the Port pursued an apron expansion project at the Ken Jernstedt Airfield. As part of the project, it was necessary to mitigate a wetland by creating an alternative watershed. Annual monitoring was required for five years. The first year of monitoring indicated that an invasive species had outnumbered native species planted in the new wetland area. A revised wetland plant species plan was developed with help from an environmental engineering firm and the Department of State Lands (DSL). The contract would allow assistance in performing the follow-on work.



**Motion:** Move to approve award of contract with Ecological Land Services for professional services for the airport wetland mitigation implementation, not to exceed \$23,800.

**Move:** Gehring

**Second:** Sheppard

**Discussion:** Commissioner Fox inquired on whether the wetland maintenance costs have been budgeted for this project. Hagbery replied that he believes this would be a regular maintenance function versus capital expenditure. Staff was directed to determine how ongoing maintenance costs at the Airport wetlands would be funded.

**Vote:** **Aye:** Chapman, Gehring, Sheppard, Fox, and Bieker  
**MOTION CARRIED**

**8. COMMISSION CALL:** None

- 9. CONFIRMATION OF DIRECTIVES:**
- a. Staff to provide a press release once the gearbox has been repaired on the lift span.
  - b. Staff to continue with scope of work for public relations, and whether airport funds can be used for public relation purposes.
  - c. Staff to provide a maintenance schedule for the Airport wetlands.

**10. EXECUTIVE SESSION:** None

**11. POSSIBLE ACTION:** None

**12. ADJOURN:** The meeting was adjourned by unanimous consent at 6:30 p.m.

**ATTEST:**

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Kristi Chapman, President

\_\_\_\_\_  
Michael Fox, Secretary

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# Commission Memo



Prepared by: Debbie Smith-Wagar, Finance Director  
Date: September 19, 2023  
Re: Contract for Financial Accounting Software

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Port staff began planning for new financial accounting software in the spring. The Request for Proposals for new accounting software closed in July and two vendors were selected to conduct demonstrations of their software in August. The second demonstration was completed on Wednesday, August 30<sup>th</sup>, and Port staff unanimously chose to move forward with Tyler Technologies' ERP Pro (formerly known as Incode).

On September 1, 2023, Port staff notified responding vendors of the decision to move forward with Tyler Technologies and began contract negotiations with the selected vendor. Legal counsel has reviewed the attached contract.

It is the Finance Department's desire to be live on the new software on July 1, 2024. Tyler Technologies said they could meet that deadline.

The cost for the new software proposed by Tyler Technologies is \$87,720 for start-up costs (set-up, training, data conversions, etc.) and \$47,300 for on-going annual fees. This is slightly higher than initially quoted but includes additional training and a slightly more robust time-tracking system for payroll. The data and software will be hosted by Tyler and is managed by Amazon Web Services.

Port staff talked to other users of the software in Oregon and did a site visit to the City of Gladstone to see the software. Users had positive responses about the software and Port staff believe the software will meet the Port's needs into the future.

**RECOMMENDATION:** Approve Software as a Service Agreement with Tyler Technologies for financial accounting software.

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## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means the Port of Hood River, Oregon.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you

perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the

NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating



to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## **SECTION C – PROFESSIONAL SERVICES**

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
  
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.2 provide support during our established support hours;
  - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at

least one (1) weeks' advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
  - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO**

**YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
  
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
  
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.



12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are



reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Statement of Work

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Port of Hood River, OR

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

\_\_\_\_\_

Address for Notices:  
Port of Hood River  
1000 East Port Marina Drive  
Hood River, OR 97031  
Attention: Executive Director



## **Exhibit A Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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**Sales Quotation For:**  
 Port of Hood River  
 1000 E Port Marina Dr  
 Hood River OR 97031-1186

Quoted By: David Snow  
 Quote Expiration: 1/1/24  
 Quote Name:

Tyler Annual Software – SaaS	
Description	Annual
<b>ERP Pro powered by Incode</b>	
<b>ERP Pro 10 Financial Management Suite</b>	
Applicant Tracking	\$ 580
Invoice Approvals	\$ 0
Core Financials	\$ 13,500
Fixed Assets	\$ 1,433
Human Resources Management (Includes Position Budgeting)	\$ 3,855
Employee Access Pro	\$ 0
Project Accounting	\$ 2,829
Employee Access Pro Time & Attendance	\$ 1,000
Purchasing	\$ 3,395
Accounts Receivable	\$ 3,537
<b>ERP Pro 10 Customer Relationship Management Suite</b>	
Utility Billing Water/Gas	\$ 6,427

<b>Tyler Annual Software – SaaS</b>			
Description			Annual
Cashiering			\$ 1,415
<b>Tyler One</b>			
<b>Identity</b>			
Identity Workforce Advanced [5]			\$ 30
<b>Content Manager Suite</b>			
Core			\$ 4,501
Employee Onboarding			\$ 3,858
	<b>TOTAL:</b>		<b>\$ 46,360</b>
	<b>Term # of Years:</b>	<b>3</b>	

<b>Tyler Annual Services</b>			
Description	List Price	Discount	Annual
<b>ERP</b>			
<b>Other Services</b>			
Tyler University	\$ 1,740	\$ 800	\$ 940
	<b>TOTAL:</b>	<b>\$ 1,740</b>	<b>\$ 800</b>
			<b>\$ 940</b>

<b>Tyler Fees per Transaction</b>	
Description	Net Unit Price
<b>ERP Pro powered by Incode</b>	
<b>ERP Pro 10 Financial Management Suite</b>	
AP Automation	\$ 0.00

Services		
Description	Hours/Units	Extended Price
<b>ERP Pro 10 Financial Management Suite</b>		
Professional Services	352	\$ 51,040
Data Conversion Services		\$ 7,000
Project Management	1	\$ 1,750
<b>ERP Pro 10 Customer Relationship Management Suite</b>		
Professional Services	140	\$ 20,300
Project Management	1	\$ 1,250
<b>Content Manager Suite</b>		
Professional Services	44	\$ 6,380
	<b>TOTAL:</b>	<b>\$ 87,720</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total SaaS		\$ 46,360
Total Tyler Services	\$ 87,720	\$ 940
<b>Summary Total</b>	<b>\$ 87,720</b>	<b>\$ 47,300</b>

**Comments**

Work will be delivered remotely unless otherwise noted in this agreement.

**Identity Workforce Advanced [5]** Tyler’s Identity Workforce currently supports the following identity providers (IdP’s) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Identity Automation RapidIdentity, and Okta. Any requirement by you to use an IdP not supported by Tyler may require additional costs, available upon request. Identity Workforce SaaS

Fees are based on user counts. Year one SaaS Fee is based on estimated user count as indicated in this order. Unless otherwise agreed by the parties, the SaaS Fee for each subsequent annual term is based on the preceding annual term's annual user count.

<b>Invoice Approvals</b>	Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.
<b>Core Financials</b>	Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
<b>Utility Billing Water/Gas</b>	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
<b>Cashiering</b>	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
<b>AP Automation</b>	AP Automation pricing quoted reflects processing via ACH or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure.
<b>Human Resources Management /Payroll History Data Conversion</b>	Human Resources Management History conversion includes unlimited historical records.
<b>Human Resources Management Employee Records Conversion</b>	Human Resources Management/Payroll conversion include employee master, deductions/taxes, retirement, current leave totals, current direct deposit - additional fee for historical views.
<b>General Ledger History Data Conversion</b>	General Ledger History conversion includes unlimited historical records
<b>General Ledger Data Conversion</b>	General Ledger conversions include Chart of Accounts - additional fee for historical views.
<b>Accounts Payable History Data Conversion</b>	Accounts Payable History conversion includes unlimited historical records
<b>Accounts Payable Data Conversion</b>	Accounts Payable conversions include Vendor Master Only - additional fee for historical views.





## Exhibit B

### Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
  - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - 2.6 *Web Services:* Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

##### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. Service Availability

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

\* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.





## Exhibit C Schedule 1 Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## Incident Handling

### *Incident Tracking*

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**Statement of Work**

# Port of Hood River

SOW from Tyler Technologies, Inc.

**9/1/2023**

Presented to:  
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1000 E Port Marina Dr  
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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the PoHR (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- <<ProjGoal1>>
- <<ProjGoal2>>
- <<ProjGoal3>>
- <<ProjGoal4>>

### 1.3 Methodology

This is accomplished by the PoHR and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the PoHR’s complexity and organizational needs.



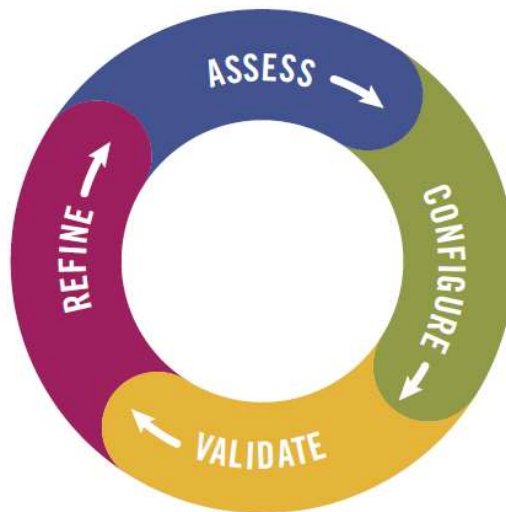
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the PoHR and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the PoHR and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the PoHR's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



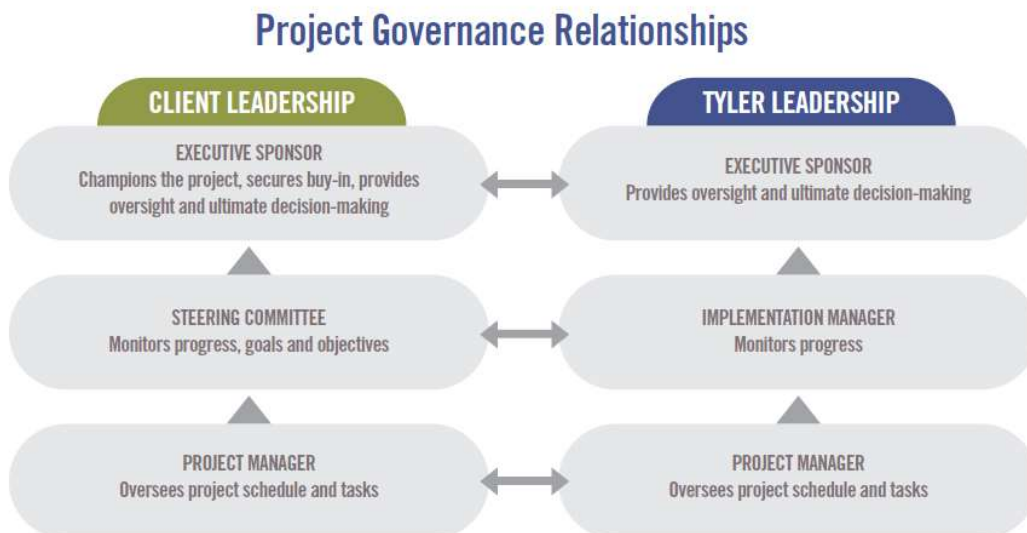
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the PoHR collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the PoHR Steering Committee become the escalation points to triage responses prior to escalation to the PoHR and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The PoHR and Tyler executive sponsors serve as the final escalation point.



### 3. Project Scope Control

#### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

#### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

#### 3.3 Change Request Management

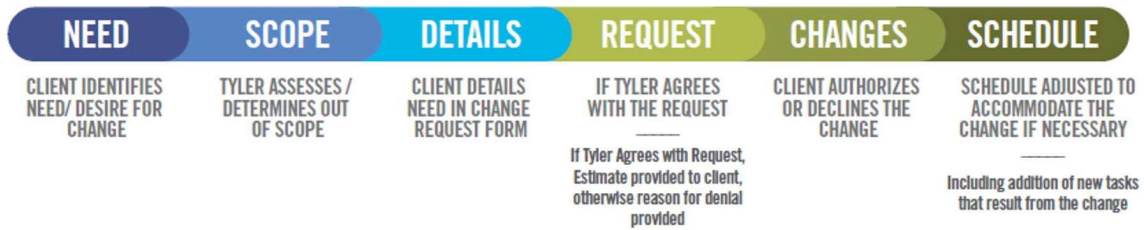
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the PoHR; for example, the PoHR may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the PoHR, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The PoHR will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the PoHR). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

## Change Request Process



## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each PoHR office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the PoHR will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining PoHR feedback and approval on Project deliverables will be critical to the success of the Project. The PoHR project manager will strive to gain deliverable and decision approvals from all authorized PoHR representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each PoHR department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The PoHR shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the PoHR does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the PoHR does not agree the Deliverable or Control Point meets requirements, the PoHR shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The PoHR shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the PoHR does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the PoHR and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the PoHR, but are roles defined within the Project. It is common for individual resources on both the Tyler and PoHR project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



### 5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the PoHR 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the PoHR 's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with PoHR management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the PoHR, the Tyler Project Manager provides regular updates to the PoHR Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the PoHR project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the PoHR project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the PoHR and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the PoHR any items that may impact the outcomes of the Project.
- Collaborates with the PoHR 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the PoHR 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the PoHR and Tyler, in understanding the goals, objectives, status, and health of the Project.

### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the PoHR through software validation process following configuration.
- Assists during Go-Live process and provides support until the PoHR transitions to Client Services.
- Facilitates training sessions and discussions with the PoHR and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.





## 5.2 PoHR Roles & Responsibilities

PoHR resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 PoHR Executive Sponsor

The PoHR executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the PoHR steering committee, project manager(s), and functional leads to make critical business decisions for the PoHR.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 PoHR Steering Committee

The PoHR steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the PoHR project manager and Project through participation in regular internal meetings. The PoHR steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The PoHR steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - Project Goals
  - PoHR Policies
  - Needs of other client projects

### 5.2.3 PoHR Project Manager

The PoHR shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The PoHR Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the PoHR project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a



timely fashion to avoid Project delays. The PoHR project manager(s) are responsible for reporting to the PoHR steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the PoHR project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the PoHR and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the PoHR staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all PoHR resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to PoHR technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.



- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 PoHR Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the PoHR project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of PoHR resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training
  - Process testing
  - Solution Validation

#### 5.2.5 PoHR Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the PoHR business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the PoHR staff during and after implementation.



- Participate in conversion review and validation.

## 5.2.6 PoHR End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

## 5.2.7 PoHR Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for PoHR third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the PoHR's legacy system per the conversion schedule set forth in the project schedule.

### 5.2.7.1 PoHR Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the PoHR's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with PoHR and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

## 5.2.8 PoHR Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the PoHR.

### Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the PoHR with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the PoHR gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the PoHR's team. During this step, Tyler will work with the PoHR to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify PoHR project team.

STAGE 1	Initial Coordination																
	Tyler							PoHR									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
PoHR project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the PoHR		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

**Work package assumptions:**

- Project activities begin after the agreement has been fully executed.

### 6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the PoHR to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all PoHR Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the PoHR's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the PoHR Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the PoHR with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler							PoHR									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				



Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	PoHR provides acceptance of schedule based on resource availability, project budget, and goals.

**Work package assumptions:**

- PoHR has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the PoHR to install License Software. The PoHR is responsible for the installation and setup of all peripheral devices.

**Objectives:**

- Ensure the PoHR’s infrastructure meets Tyler’s application requirements.
- Ensure the PoHR’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								PoHR								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C





Schedule SaaS Environment Availability		A	R					C			I						
Schedule Installation of All Licensed Software		A	R					C			I						I
Infrastructure Audit		A	R					C			I						C

Inputs	Initial Infrastructure Requirements
--------	-------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the PoHR Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the PoHR team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

#### Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								PoHR								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW



Project Management Plan		
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

**Work package assumptions:**

- None

**6.1.5 Intentionally left blank.**

**6.1.6 Control Point 1: Initiate & Plan Stage Acceptance**

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

**Initiate & Plan Stage Deliverables:**

- Project Management Plan
- Initial Project Schedule

**Initiate & Plan stage acceptance criteria:**

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the PoHR
- Stakeholder meeting complete

**6.2 Assess & Define**

The Assess & Define stage will provide an opportunity to gather information related to current PoHR business processes. This information will be used to identify and define business processes utilized with Tyler software. The PoHR collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

**6.2.1 Solution Orientation**

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on PoHR team knowledge transfer such as: eLearning, documentation, or walkthroughs. The PoHR team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:



- Provide a basic understanding of system functionality.
- Prepare the PoHR for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							PoHR									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

### 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The PoHR and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The PoHR will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the PoHR’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	PoHR



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	PoHR current state documentation
	Solution Orientation completion

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

**Work package assumptions:**

- PoHR attendees possess sufficient knowledge and authority to make future state decisions.
- The PoHR is responsible for any documentation of current state business processes.
- The PoHR can effectively communicate current state processes.

**6.2.3 Conversion Assessment**

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

**Objectives:**

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.



STAGE 2	Data Conversion Assessment																
	Tyler							PoHR									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	PoHR Source data
	PoHR Source data Documentation (if available)

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Data Conversion Plan built/updated	PoHR Acceptance of Data Conversion Plan, if Applicable

**Work package assumptions:**

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the PoHR representatives to identify business rules before writing the conversion.
- PoHR subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

**Assess & Define Stage Deliverables:**

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.



- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

## 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the PoHR against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

#### Objectives:

- All licensed software is installed and operational.
- The PoHR can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							PoHR									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on PoHR Devices (if applicable)			I				C				A						R





Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete PoHR configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R							I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

**Work package assumptions:**

- Tyler provides guidance for configuration options available within the Tyler software. The PoHR is responsible for making decisions when multiple options are available.

**6.3.3 Process Refinement**

Tyler will educate the PoHR users on how to execute processes in the system to prepare them for the validation of the software. The PoHR collaborates with Tyler staff iteratively to validate software configuration options to support future state.

**Objectives:**

- Ensure that the PoHR understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

<b>STAGE 3</b>	<b>Process Refinement</b>																
	Tyler							PoHR									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads





Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C					A	R	C	I	C				
Test configuration			I	C						A	R		C				
Refine configuration (PoHR Responsible)			I	C						A	R		C				
Refine configuration (Tyler Responsible)			A	R						I	I		I				
Validate interface process and results			I	C			C			A	R		C				C
Update PoHR-specific process documentation (if applicable)			I	C						A	R		C				
Updates to Solution Validation testing plan			C	C						A	R		C				C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed PoHR-specific process documentation (completed by PoHR)	

**Work package assumptions:**

- None

### 6.3.4 Conversion Delivery

The purpose of this task is to transition the PoHR’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the PoHR will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the PoHR to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.





**Objectives:**

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler							PoHR									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C



Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

**Work package assumptions:**

- The PoHR will provide a single file layout per source system as identified in the investment summary.
- The PoHR subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The PoHR project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

**Prepare Solution Stage Deliverables:**

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

**Prepare Solution Stage Acceptance Criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the PoHR team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the PoHR to review the status of the project and the organizations readiness for go-live.



## 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the PoHR verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the PoHR organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							PoHR									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	PoHR updates report with testing results

### Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

## 6.4.2 Go-Live Readiness

Tyler and the PoHR will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the PoHR has considered its ability to successfully Go-Live. Issues and



concerns will be discussed, and mitigation options documented. Tyler and the PoHR will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

**Objectives:**

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																	
	Tyler								PoHR									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads	
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I					I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C			C
Order peripheral hardware (if applicable)			I							A	R							C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C				C
Final system infrastructure review (where applicable)			A				R				C							C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the PoHR

**Work package assumptions:**

- None

**6.4.3 End User Training**

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.



Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop PoHR specific business process documentation. PoHR-led training labs using PoHR specific business process documentation if created by the PoHR can be added to the regular training curriculum, enhancing the training experiences of the end users.

**Objectives:**

- End users are trained on how to use the software prior to go-live.
- The PoHR is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							PoHR									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (PoHR-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	PoHR signoff that training was delivered

**Work package assumptions:**

- The PoHR project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the PoHR as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of PoHR departments.
- The PoHR will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).



## 6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

### Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

### Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## 6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the PoHR will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the PoHR to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### 6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the PoHR and Tyler will complete work assigned to prepare for Go-Live.

The PoHR provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the PoHR manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the PoHR during Go-Live activities. The PoHR transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

### Objectives:

- Execute day to day processing in Tyler software.
- PoHR data available in Production environment.

STAGE 5	Go-Live	
	Tyler	PoHR



<b>RACI MATRIX KEY:</b> R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Data is available in production environment	PoHR confirms data is available in production environment

**Work package assumptions:**

- The PoHR will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The PoHR business processes required for Go-Live are fully documented and tested.
- The PoHR Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The PoHR Project Team and Power User’s provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the PoHR teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

**6.5.2 Transition to Client Services**

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition





of the PoHR onto the Tyler Client Services team, who provides the PoHR with assistance following Go-Live, officially transitioning the PoHR to operations and maintenance.

**Objectives:**

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the PoHR teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler							PoHR									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer PoHR to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

**Work package assumptions:**

- No material project issues remain without assignment and plan.

**6.5.3 Post Go-Live Activities**

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

**Objectives:**

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.



STAGE 5	Post Go-Live Activities																
	Tyler							PoHR									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

**Work package assumptions:**

- System is being used in a live production state.

**6.5.4 Control Point 5: Production Stage Acceptance**

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

**6.6 Close**

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The PoHR transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



## 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the PoHR for systems implemented in the Phase.

### Objectives:

- Agreement from Tyler and the PoHR teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							PoHR									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	PoHR
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	
	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	



**Work package assumptions:**

- Tyler deliverables for the phase have been completed.

**6.6.2 Project Closeout**

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the PoHR may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

**Objectives:**

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the PoHR teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							PoHR									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to PoHR and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		<b>Acceptance Criteria [only] for Deliverables</b>
	Post Project Report	PoHR acceptance; Completed report indicating all project Deliverables and milestones have been completed

**Work package assumptions:**

- All project implementation activities have been completed and approved.



- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and the PoHR will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The PoHR Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the PoHR project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the PoHR is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the PoHR to make process changes.
- The PoHR is responsible for defining, documenting, and implementing their policies that result from any business process changes.

### 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, PoHR is responsible for managing Organizational Change. Impacted PoHR resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted PoHR resources understand the value of the change, and why they are being asked to change.



## 7.3 Resources and Scheduling

- PoHR resources will participate in scheduled activities as assigned in the Project Schedule.
- The PoHR team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the PoHR will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The PoHR will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The PoHR makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The PoHR will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The PoHR will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The PoHR is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the PoHR representatives to identify business rules before writing the conversion. The PoHR must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The PoHR will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The PoHR Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The PoHR is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



## 7.5 Facilities

- The PoHR will provide dedicated space for Tyler staff to work with PoHR resources for both on-site and remote sessions. If Phases overlap, PoHR will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The PoHR will provide staff with a location to practice what they have learned without distraction.



## 8. Glossary

Word or Term	Definition
<b>Acceptance</b>	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
<b>Accountable</b>	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
<b>Application Programming Interface (API)</b>	A defined set of tools/methods to pass data to and received data from Tyler software products
<b>Agreement</b>	This executed legal contract that defines the products and services to be implemented or performed.
<b>Business Process</b>	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
<b>Business Requirements Document</b>	A specification document used to describe Client requirements for contracted software modifications.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
<b>Change Management</b>	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
<b>Code Mapping [where applicable]</b>	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
<b>Consulted</b>	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
<b>Control Point</b>	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
<b>Data Mapping [where applicable]</b>	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
<b>Deliverable</b>	A verifiable document or service produced as part of the Project, as defined in the work packages.
<b>Go-Live</b>	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
<b>Informed</b>	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]





<b>Infrastructure</b>	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
<b>Interface</b>	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
<b>Integration</b>	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
<b>Legacy System</b>	The software from which a client is converting.
<b>Modification</b>	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
<b>On-site</b>	Indicates the work location is at one or more of the client’s physical office or work environments.
<b>Organizational Change</b>	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
<b>Output</b>	A product, result or service generated by a process.
<b>Peripheral devices</b>	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
<b>Phase</b>	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
<b>Project</b>	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
<b>RACI</b>	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
<b>Remote</b>	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
<b>Responsible</b>	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
<b>Scope</b>	Products and services that are included in the Agreement.



<b>Solution</b>	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
<b>Standard</b>	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
<b>System</b>	The collective group of software and hardware that is used by the organization to conduct business.
<b>Test Scripts</b>	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
<b>Training Plan</b>	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
<b>Work Package</b>	A group of related tasks within a project.



# Part 4: Appendices

## 9. Conversion

### 9.1 ERP Pro Utility Billing Conversion Summary

#### 9.1.1 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

#### 9.1.2 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by the PoHR can be converted by Tyler into historical views

### 9.2 ERP Pro Financials Conversion Summary

#### 9.2.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

**NOTE:** Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The PoHR is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

**NOTE:** Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The PoHR is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

#### 9.2.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and **NOTES**
- Unlimited historical transactions as provided by client.

**NOTE:** 1099 balances and non-1099 balances can be imported into the system using a standard import available to the PoHR from Excel. The PoHR will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.



### 9.2.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

**NOTE:** Employee positions/deductions will be created according to recommended best business practices.

**NOTE:** Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The PoHR will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.



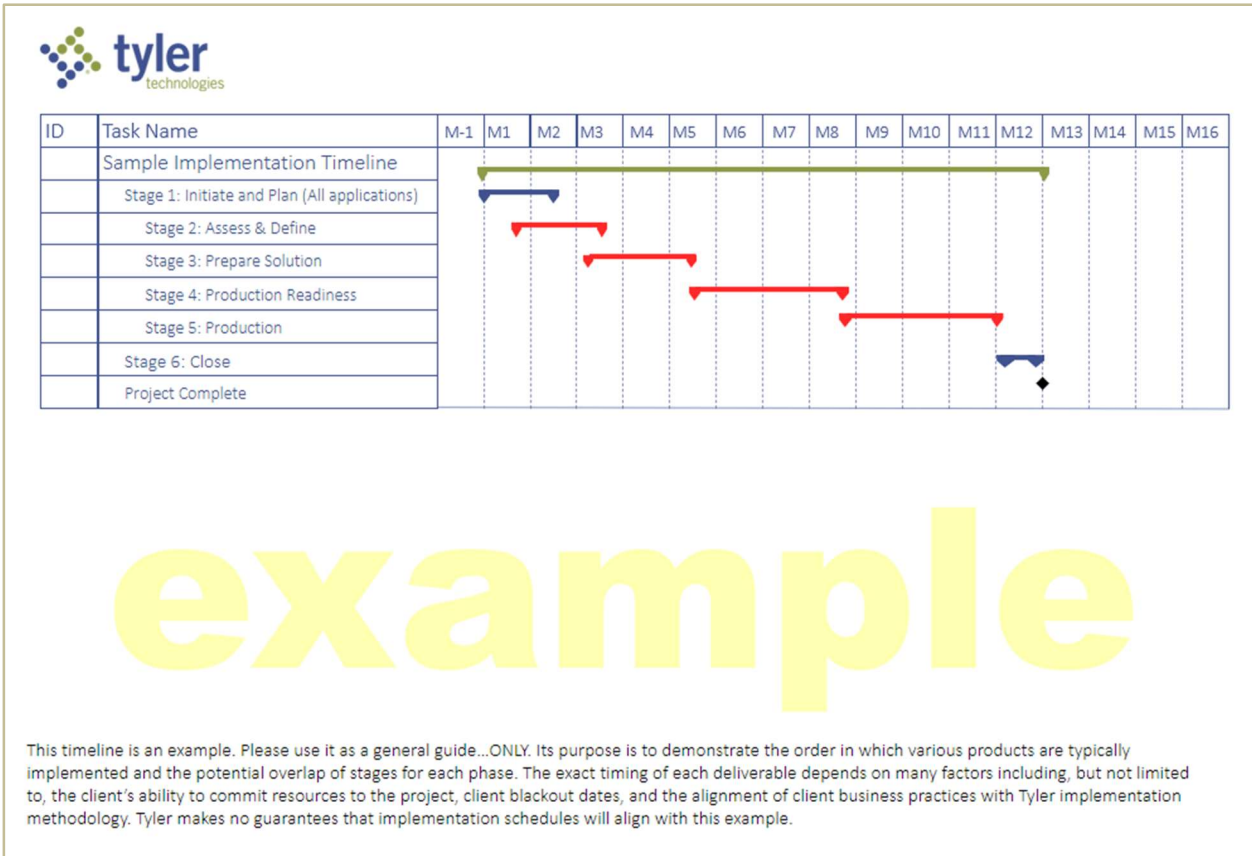
## 10. Additional Appendices

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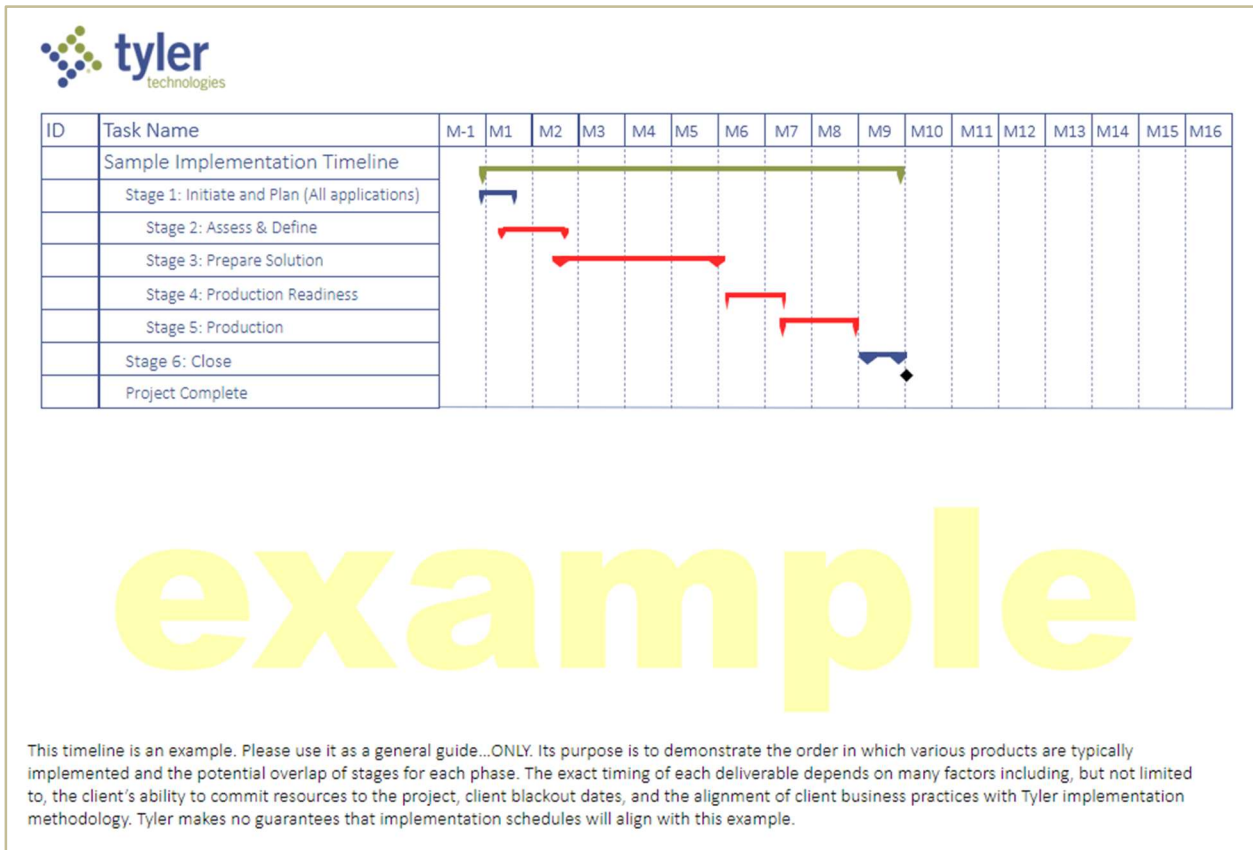


# 11. Project Timeline

## 11.1 ERP Pro Financial Management Timeline



## 11.2 ERP Pro Utility Billing Timeline



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# Commission Memo / Consent



Prepared by: Kevin Greenwood  
Date: September 19, 2023  
Re: Meeting Schedule Policy Change

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At the September 5th regular meeting, the Commission discussed changing their regular meeting schedule.

A motion was passed to amend the Governance Policy to establish the third Tuesday at 5:00 p.m. as the Commission's regular monthly meeting. Staff was directed to draft a resolution to ratify the motion and add to the consent agenda for tonight's meeting.

**RECOMMENDED ACTION:** MOTION to adopt Res. No. 2023-24-6 establishing the Commission's regular monthly meeting schedule.

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5. **Meetings.** At least one Commission meeting per month is required. The Commission has established ~~as its regular meeting dates date as on the first and~~ third Tuesdays of each month, at the Port office, at 5:00 p.m.<sup>1</sup> A regular meeting may be cancelled or rescheduled by the Commission President, in which case the Port will provide notice of the change to the public. The date and time of regular monthly meetings may be changed by majority vote of the Commission.

All meetings of the Commission shall be subject to ~~the~~ Oregon's Public Meetings Law (ORS 192.620). It is the policy of the Commission to comply with both the letter and the spirit of the law. Public notice shall be given of the time and place of all meetings, including meetings of subcommittees and advisory committees established by the Commission.

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<sup>1</sup> ~~Meetings changed to 5:00 p.m. and approved by Commission action at November 17, 2009 meeting~~ Regular meeting changed to third Tuesday of each month at September 5, 2023 meeting.

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**PORT OF HOOD RIVER**  
Resolution No. 2023-24-6

**A RESOLUTION ESTABLISHING COMMISSION MEETING DATE**

**WHEREAS**, the Governance Policy for the Port of Hood River Board of Commissioners was last updated on September 5, 2023, via Resolution No. 2023-24-5; AND

**WHEREAS**, Section B(5) of the Governance Policy states that “the date and time of regular monthly meetings may be changed by majority vote of the Commission”; AND

**WHEREAS**, the Commission discussed at their September 5, 2023 regular meeting the frequency of monthly meeting and decided that a single regular meeting on the third Tuesday of the month was adequate; AND

**WHEREAS**, staff was directed to develop a resolution for Commission ratification; NOW THEREFORE

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

**Section 1.** Change the second sentence of Section B(5) “Meetings” to “The Commission has established its regular meeting date as the third Tuesday of each month, at the Port office, at 5:00 p.m.”

**Section 2.** Make grammatical corrections to the section.

**Section 3.** Codification. Staff is directed to codify this amendment into the Governance Policy according to past administrative practices.

**Section 3.** Effective Date. Resolution shall take effect upon adoption.

Adopted by the Board of Commissioners of the Port of Hood River on this 19th day of September 2023.

**SIGNED**

**ATTEST**

\_\_\_\_\_  
Kristi Chapman, President

\_\_\_\_\_  
Michael Fox, Secretary

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# Commission Memo



Prepared by: Debbie Smith-Wagar  
Date: September 19, 2023  
Re: Accounts Payable Requiring Commission Approval

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<b>Campbell Phillips</b>	<b>\$8,373.00</b>
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Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$8,373.00</b>
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**Primary Timekeeper: 2 Kristen A. Campbell**

	<b>0-30</b>	<b>31-60</b>	<b>61-90</b>	<b>91-120</b>	<b>121-180</b>	<b>181+</b>	<b>Bal Due</b>
<b>2000.001 M Port of Hood River - Admin</b> RE: Admin - General	4,863.00	4,330.00	0.00	0.00	0.00	0.00	9,193.00
<b>2002.001 M Port of Hood River - Marina</b> RE: Marina - General	0.00	1,080.00	0.00	0.00	0.00	0.00	1,080.00
<b>2004.001 M Port of Hood River - Airport</b> RE: Airport - General	180.00	90.00	0.00	0.00	0.00	0.00	270.00
<b>2006.001 M Port of Hood River - Bridge Commission</b> RE: Bridge Authority - General	3,330.00	2,517.00	0.00	0.00	0.00	0.00	5,847.00
<b>2009.001 M Port of Hood River - Real Estate</b> RE: Real Estate - General	0.00	675.00	0.00	0.00	0.00	0.00	675.00
<b>2009.004 M Port of Hood River - Real Estate</b> RE: Real Estate - Lower Mill	0.00	247.50	0.00	0.00	0.00	0.00	247.50
<b>2009 Port of Hood River - Real Estate</b>	0.00	922.50	0.00	0.00	0.00	0.00	922.50
<b>Totals</b>	8,373.00	8,939.50	0.00	0.00	0.00	0.00	17,312.50

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# HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT

Project Director Report  
September 11, 2023

The following summarizes Replacement Bridge project activities from August 28<sup>th</sup>, 2023, to September 11<sup>th</sup>, 2023:

## HOOD RIVER-WHITE SALMON BRIDGE AUTHORITY (HRWSBA)

### COMMUNICATIONS

- *Work in Progress*
  - *Website*
    - *Interactive funding graphic (up on website, just need to add instructions)*
    - *Geotech updates with quotes from lawmakers*
    - *FAQs (tolling/funding section) – just waiting on BA approval*
  - *Video*
    - *Video with lawmakers touring drilling operations (edit all four videos down to one)*
  - *Print/physical materials*
    - *Fall project update factsheet/flyer (English and Spanish)*
  - *Social media*
    - *Upcoming tabling events*
    - *Lawmakers touring drilling operation*
    - *Interactive funding graphic*
  - *Bridge Authority assistance*
    - *Bridge Authority logo style guide*
  - *Grant-writing assistance*
    - *Community Engagement Plan*
- *Upcoming Work*
  - *Media*
    - *Develop pitch for major national/regional outlets*
      - *Messages:*
        - *Project is shovel-ready, community need is very high*
        - *Two rural communities are coming together to build a bridge*
  - *Website*
    - *Add video/media library section to website*
    - *Bridge Authority profiles*
    - *FAQs (remaining sections)*
  - *Email outreach to mailing list*

- *Tabling event roundups*
- *Fall newsletter (targeting October)*
  - *Lawmaker videos/article*
  - *Bridge Authority intros*
  - *Funding/timeline FAQs*
- *Video*
  - *Video focused on everyday people using the bridge, what a new bridge would mean to them (StoryGorge)*
- *Print/physical materials*
  - *Flyers for legislative conversations*
    - *Sept. 27 Washington transportation committee visit (will add a back page to fall project update flyer)*
    - *Late Oct./early Nov. DC trip (Summit Strategies will spearhead this)*
- *In-person outreach*
  - *Tabling events*
    - *El Grito (Sept. 17)*
  - *Office hours with commissioners (targeting October dates)*
- *Social media*
  - *Bridge Authority interviews*

## **GOVERNMENT AFFAIRS UPDATE**

- *State Legislative Activities*
  - *Oregon*
  - *Washington*
    - *Joint Transportation Committee will be doing a tour of the Bridge over the Columbia River from September 26<sup>th</sup> to September 28<sup>th</sup>. They will be here in Hood River for lunch at the Best Western on Sept 27<sup>th</sup>. We are on the agenda for a 30 min presentation on the project.*
      - *Members Attending: Commissioner Fox, Anderson, Keethler, Polson*
      - *Presenters: Commissioner Anderson, Fox*
- *Federal Legislative Activities*
  - *CDS Appropriations requests have been sent for both Washington and Oregon for a total funding request of \$8M.*
    - *Rep. Blumenauer, Rep. Newhouse, Sen. Wyden, Sen. Merkley and Sen. Cantwell submitted requests in support of the project. We are not expecting this to finalized until the end of this year.*
    - *House THUD earmark list were released, and they included \$4M from Rep. Newhouse for the project and \$1M from Rep Blumenauer for Right of Way/Mitigation.*
  - *Project team is working with Summit Strategies to schedule a trip to DC the week of Nov 6<sup>th</sup>.*

## **FUNDING FINANCE & TOLLING (FFT)**

- *Upcoming Work:*
  - *Bridge Investment Program (BIP) grant applications – NOFO anticipated late September, Applications due in November*
  - *Developing a TIFIA Letter of Interest (LOI) – Anticipates submittal late November*
    - *Coordinating a meeting with USDOT staff to discuss content of the LOI report.*
  - *Developing a 3-year cashflow analysis for 2024-2026.*

## **PENDING GRANT FUNDING UPDATES**

- *Safe Streets and Roads for All Grant Program (SS4A)*
  - *2023 Notice of Funding Opportunity (NOFO) released on 3/30/23*
  - *Application Due: 7/10/23 @ 5pm EDT*
  - *Available funding total: \$1.177B*
    - *Planning & Demonstration Grants - Min – Max award \$100,000 to \$10M*
    - *Implementation Grants – Min – Max award \$2.5M to \$25M*
  - *Requested amount of funding: \$1M*
  - *Application Submitted: 7/7/23*
  - *Expected Announcement: 10/2023*
- *Multimodal Project Discretionary Grant (MPDG)*
  - *NOFO Released on: 6/27/2023*
  - *Deadline: 8/21/2023*
  - *INFRA (\$3-3.1 B available from the FY23 an FY24 Funding)*
  - *MEGA (\$1.8 B available from the FY23 an FY24 Funding)*
  - *Rural (\$650-\$675M available from the FY23 an FY24 Funding)*
  - *Mega funding for FY 2025 and FY 2026 may also be allocated to project during this application process, since Mega has the ability to make multi-year awards.*
  - *Project team is preparing the application and completing the Benefit Cost Analysis (BCA).*
  - *Application was submitted on 08/19/23*
- *Bridge Investment Program (BIP)*
  - *Next Opening – Fall 2023*
  - *2023 NOFO – Fall 2023*
  - *RBMC is working on updating Application prior to release of NOFO*

## **TREATY TRIBE MOA'S**

- *A Semi-weekly meeting has been set up with ODOT and FHWA specific to advancing the Treaty Tribe MOA's. A collaboration space has been created on the Project Portal site.*
  - ***Yakama Nation (YN).***
    - *A virtual meeting was held with YN on 8/16 to provide a project update to the new legal counsel Riley Neff-Warner. An in-person meeting was held on 8/22 with the following members from YN,*

- *Phil Rigdon, Department of Natural Resources, Deputy Director*
  - *Noah Oliver, Cultural Resources, Archeologist*
  - *David Blodgett, Fisheries, Program Manager*
  - *David Lindley, Fisheries, Habitat Coordinator*
  - *Marcus Shirzad, Office of Legal Counsel, Senior Attorney*
  - *Riley Neff Warner, Office of Legal Counsel, Staff Attorney*
  - *Erin Rasmussen, Office of Legal Counsel, Summer Legal Fellow*
  - *Councilman Jeremy Takala, Tribal Council Member, Chairman of the Fish & Wildlife Committee*
  - *Councilman Terry Heemsah Sr., Tribal Council Member/Sergeant-at-Arms, Member of the Fish & Wildlife Committee.*
  - *ODOT/ FHWA are reaching out to YN to set up a follow up meeting on the Section 106 MOA.*
- **Nez Perce**
    - *Amanda Rogerson legal counsel for Nez Perce, has been actively working on the Treaty MOA. She has presented the MOA to the Nez Perce Tribal Executive Committee (NPTEC) on 8/22. She received approval to move forward with sending the MOA to the Bridge Authority. She will also be revising the MOA to reference the Hood River White Salmon Bridge Authority instead of the POHR. She will be providing the MOA to legal staff with the Bridge Authority and FHWA. A meeting will be set up after receipt of the updated version of the MOA and legal review.*
- **Umatilla (CTUIR).**
    - *A meeting has been scheduled with CTUIR for 9/12/23 at their offices. Confederated Tribes of the Umatilla Indian Reservation (46411 Timine Way, Pendleton, OR 97801). ODOT, FHWA, Commissioner Fox, Mike Shannon and Herb Fricke will be attending.*
- **Warm Springs.**
    - *We received the letter of support for our Grant applications and the use of their logo from Warm Springs tribe. We are coordinating our next meeting with Warm Springs on the Fishing Treaty MOA.*

## **RBMC**

### **PROGRESSIVE DESIGN BUILD RFQ/RFP**

- *RFP was posted to the project website [Progressive Design Build RFP - Industry Review - Google Drive](#) for review. Confidential one on one meetings will be held by request with the industry and agencies to listen to comments and input.*

- *One on One meetings with industry and agencies are being scheduled for September 25<sup>th</sup>, 26<sup>th</sup>.*
- *The project team is developing an internal Level of Effort for the Phase 1A work that will be done by the Progressive Design Build Team.*

## **GEOTECHNICAL**

- *The two Oregon on land borings were completed on Feb 6<sup>th</sup> and the draft report is in review. Cultural Resource monitoring was done and no cultural resources were found.*
- *Coordination with the tribes will work through ODOT but it is likely the Project will be asked to fund the tribal monitoring costs.*
- *Underwater drilling started on July 10<sup>th</sup> and was completed on August 23<sup>rd</sup>. The team is now analyzing the data will produce a data report that will be included in the final RFP.*

## **SURVEY**

- *Upcoming Work:*
  - *Complete right of way calculations in OR and WA*
  - *Development of Right of Way Maps*

## **RIGHT OF WAY**

- *Coordination has continues with WSDOT and ODOT to define the jurisdictional limits for both agencies.*
- *Right of Way is coordinating with Survey Team on the finalization of jurisdictional lines and will be developing right of way maps.*
- *Right of Way is developing an acquisition schedule and prioritizing public agency parcels and stakeholders.*

## **PERMITTING**

- *Staff have supported the regulatory coordination regarding potential artifacts found during geotech work at B3 and made sure all required regulatory notifications were made.*
- *Environmental Staff have been preparing environmental regulatory sections of the draft PDB RFP.*
- *Environmental Staff have supported development of the MPDG grant application.*
- *Staff continues reaching out to Washington State Department of Ecology (WDOE) and WSDOT for clarification on which Washington State agency will be the lead SEPA agency and to move discussions forward regarding adoption of the NEPA EIS/ROD to satisfy SEPA requirements.*
- *Staff will engage with Nohemi Enciso, LWCF Grant Program Coordinator, in early September related to the LWCF boundary determinations and the impacts to our 6(f) mitigation per her records review.*

## **FINAL EIS/RECORD OF DECISION**

- *Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eislid=314171>*

- Update email from ODOT on 8/31/23 that the Full Biop has been submitted to NMFS for their review and comment. FHWA and ODOT will now coordinate responses to any comments provided by NMFS on the Biop.

**OTHER ITEMS**

**KEY MEETINGS**

8/29	Coordination Call with Oregon and Washington Lobbyist
8/29	Project Update with Parsons
8/30	ODOT Lottery Funding Coordination call
8/30	Project Update with KPFF
8/31	Project Update with Skanska
9/1	Coordination call with HRWSBA Legal Counsel
9/5	Coordination call with Summit Strategies.
9/5	POHR Commission Meeting
9/6	Project Update Presentation to Society of American Military Engineers
9/7	Community Event
9/8	PDB RFP Coordination with WSDOT/ODOT



# Commission Memo



Prepared by: Daryl Stafford  
Date: September 19, 2023  
Re: 2022 Waterfront Report

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The attached 2022 Annual Waterfront Report provides the Commission with an overview of the usage, site improvements, events, and activities along Port-owned areas of the Waterfront. Also included in the report is information on the Marina, Event Site parking receipts, and waterfront Recreation revenue and expenditures.

Typically, the report was presented to the Commission every October, however due to many unforeseen circumstances in 2022 the report was delayed but not forgotten. One downside to having it before the end of the year is that some of the numbers did not reflect the entire year, and feedback from Fall Planning was not included. The reason to have it early was to help determine rates for the upcoming year that were decided upon every November. Now that the Commission has implemented an annual Master Rate & Fee Schedule, the annual rate review aligns with our fiscal year. Therefore, future Waterfront Annual Reports will be presented each January.

This report is being generated for informational purposes only and is not intended to be relied upon as a final account.

**RECOMMENDATION:** Informational.

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# Port of Hood River 2022 Waterfront Recreation Annual Report

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*Prepared by Daryl Stafford, Waterfront Manager*

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## **The following is a summary of waterfront activity during 2022.**

The purpose of this report is to provide an overview of the 2022 season for the Commission highlighting activity on Port-owned waterfront properties.

The Port of Hood River experienced unprecedented recreational and spectator use along the waterfront in 2022. A couple observations that really stood out this year were the number of people who have taken up the sport of wing foiling, quantity and size of sprinter type vans that used each parking location, and the Fish Wheel (pictured above) that drifted onto the sandbar posing a hazard to kiteboarders and piqued the curiosity of onlookers.

Challenges that continue to face the Port from the increased use of Port recreational areas include parking scarcity, size of vehicles that exceeded the size of parking stalls, dogs off leash, and the growing homeless population seeking shelter on Port property. Finding summer help was challenging for most businesses, more so than any years past. This issue affected the Port with shortages in the summer Facilities Department, Bridge Toll booth, and Parking Enforcement positions. Many positions were never filled. This in turn made it difficult to offer the services and hours that have been provided in years previous.

## **Waterfront Capital Projects**

In 2022 there were several waterfront capital projects, some completed, some finishing up in 2023. Notable mentions:

- The new Hook Rigging Area was completed on March 1, 2022. This project was funded by a \$40,000 grant from Travel Oregon, and contributions from the Port and the CGW2.



- Marina Boat Ramp float replacement - Grant was awarded from the Oregon State Marine Board for \$132,300 with a cash match of \$127,646 from the Port. In October, the ramps arrived. Installation was postponed until 2023 due to the extension of the fishing season and delays with configuration issues that required additional engineering and construction.

**Fall Planning:** During the Port’s 2022 annual Fall planning meeting, the Commission expressed interest in having staff explore opportunities for a potential RV park as a future project at the Maritime building area or at the Marina Green. Staff investigated possibilities and confirmed zoning restrictions at Maritime (currently light industrial) that might be difficult to change. The Marina Green may be an option after the completion of the Bridge Replacement Project, and after clarifying limitations and potential penalties tied to previous grant funding for green spaces/Marina operations that are part of the Oregon Land and Water Conservation Fund (LWCF) Section 6(F)(3). There was also direction from the Commission for staff to start looking into the potential of future development around the Marina once the current bridge is replaced, and to schedule a study.

## Events

2022 Event revenue to the Port was \$24,825. For comparison, event revenue in 2021 was \$17,400.

Notable large events:

- July- Waterfront Park: The Downwind Paddle Champs (800 participants) outrigger and surfski event headquartered in Stevenson ending at the Waterfront Park. They did not rent any parking property from the Port as they had in years past, causing major congestion and unsafe parking scenarios.



- July- The Spit: Lions Club Eye Openers Fireworks (est. 10,000 people).
- July- Marina Basin: The Hood to Coast Windy Relay (800 participants) a running relay through the upper valley starting and ending at the Marina Green.
- July Event Site: Kiteboard for Cancer windsport relay (400 participants) raised a record amount of money, \$220,000 for Project Koru, a kiteboard camp for cancer survivors.



- September- Event Site: The All-Wind Sports Industry Trade Show (500 participants) is a private event where the manufacturers of Kite, Windsurf, SUP, Wing, Foil, wetsuits and accessories showcase their products to retailers. They had a record attendance.
- October- Event Site: Harvest Fest (est. 10,000 attendees) is an arts/crafts/food festival showcasing local goods.
- October- Event Site: Gorge Marathon running race (est. 1,500 participants) runs through the upper valley.



### 2022 Waterfront Events that had Permits with the Port

Start Date	End Date	Event Name	Location	# People	Revenue
4/23/2022	4/24/2022	24 Hour Paddle for Cancer Fundraiser	Nichols Basin- Frog Beach	10	\$ -
8/8/2022	8/12/2022	ABK Windsurfing Clinics	Marina Beach	15	\$ 250.00
8/15/2022	8/15/2022	ABK Windsurfing Clinics	Marina Beach	15	\$ 250.00
9/7/2022	9/10/2022	AWSI Trade Show- Private Event	Event Site & Lot #1	300	\$ 6,000.00
5/30/2022	5/30/2022	CGW2 Gear Swap Gorge Grom Fundraiser	Lot #1	300	\$ -
7/3/2022	7/3/2022	CGW2 Gear Swap Gorge Grom Fundraiser	Lot #1	300	\$ -
9/4/2022	9/4/2022	CGW2 Gear Swap Gorge Grom Fundraiser	Lot #1	300	\$ -
10/16/2022	10/16/2022	Columbia Gorge Marathon	Event Site	1500	\$ 2,400.00
10/7/2022	10/9/2022	Harvest Fest	Event Site & Lot #1	10,000	\$ 7,575.00
6/13/2022	8/28/2022	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30	\$ -
7/8/2022	7/10/2022	KB4C (Kiteboard for Cancer)	Event Site	500	\$ 5,400.00
3/1/2022	6/1/2022	Lacrosse Jr. Program Practice & Games	Marina Green	50	\$ -
7/4/2022	7/4/2022	Lions Club Eyeopener Fireworks	Waterfront	10,000	\$ -
5/7/2022	5/8/2022	Oregon State High School Sailing Championship	Event Site- West side	50	\$ -
8/27/2022	9/3/2022	Slider Project Kite Park league KPL Team Battle	Marina Beach/Sandbar	30	\$ 800.00
5/30/2022	5/30/2022	Wet Planet Kayak School- First Descents Camp	Nichols Basin	15	\$ 50.00
6/6/2022	6/6/2022	Wet Planet Kayak School- First Descents Camp	Nichols Basin	15	\$ 50.00
6/13/2022	6/13/2022	Wet Planet Kayak School- First Descents Camp	Nichols Basin	15	\$ 50.00
6/20/2022	6/20/2022	Wet Planet Kayak School- Kids Camp	Nichols Basin	15	\$ 50.00
6/27/2022	6/27/2022	Wet Planet Kayak School- Kids Camp	Nichols Basin	15	\$ 50.00
7/5/2022	7/5/2022	Wet Planet Kayak School- Kids Camp	Marina Beach	28	\$ 50.00
7/11/2022	7/11/2022	Wet Planet Kayak School- Kids Camp	Marina Beach	28	\$ 50.00
7/19/2022	7/19/2022	Wet Planet Kayak School- Kids Camp	Nichols Basin	15	\$ 50.00
7/26/2022	7/26/2022	Wet Planet Kayak School- Kids Camp	Marina Beach	28	\$ 50.00
8/2/2022	8/2/2022	Wet Planet Kayak School- Kids Camp	Nichols Basin	15	\$ 50.00
8/9/2022	8/9/2022	Wet Planet Kayak School- Kids Camp	Nichols Basin	15	\$ 50.00
7/23/2022	7/23/2022	Windy River Marathon Relay- Hood to Coast Series	Marina Green	600	\$ 1,600.00
					\$ 24,825.00



## Waterfront Concessions

**Waterfront Recreation Concessions-** The Port offers several different seasonal permits for Waterfront Recreation. There currently are: 7 windsport lesson and rentals; 2 kayak and SUP lesson and rentals; 2 sailing lesson programs and 1 sailboat tour charter; 1 downwind SUP tour guide; 1 pedicab taxi; 1 non-profit windsurf club; 1 non-profit kids SUP program; and 1 outrigger canoe club.



**Event Site Dock Food Cart Concessions-** The Port had two food carts that were located on the Event Site dock. In January, as part of a Port-wide review of all leases and permits that was previously requested by the Commission, Port staff and legal team performed an evaluation of the food carts and their permits. Expenses incurred to the Port by having the food carts on the dock exceeded revenues over the span of the past 10 years. The Commissioners reiterated their desire to reduce reliance on toll revenue to support Port properties and directed staff to update the permits to reflect current market rates, address concerns over serving alcohol and risk management (the Port has the only food carts in Hood River County that are allowed to sell alcohol), to define permits such that the Port had ultimate control of who the tenant would be if the business were to sell, and at a minimum to cover the Port's expenses. The Sandbar Café signed the 2022 permit, however upon trying to open in June (after craning in and working on the cart for several weeks) they were not able to get certified by the HR County Health department without heavily investing more money in their cart, so they never opened. The Health Department also serves as the local enforcement agency for the DEQ. Increased statewide requirements that were set to go into place in January 2023 (along with concerns of food carts leaking gray water prompted greater restrictions. The Downwinder chose to not sign the revised permit and decided to give up their space on the dock because they were not pleased with the terms/changes to the permit and were upset.

In the Fall of 2022 staff checked in with the Commission regarding future food carts on the dock and they all agreed that it was not in the best interest of the Port to have them in that location, however, they were all in favor of food carts in a new location once plans firmed up for North First Street to the East of Lot #1. The Commission reiterated that desire at the Fall planning session in November.

A portion of space on the dock was filled with the not-for-profit Wylde Wind and Water that teaches youth watersports and water safety.

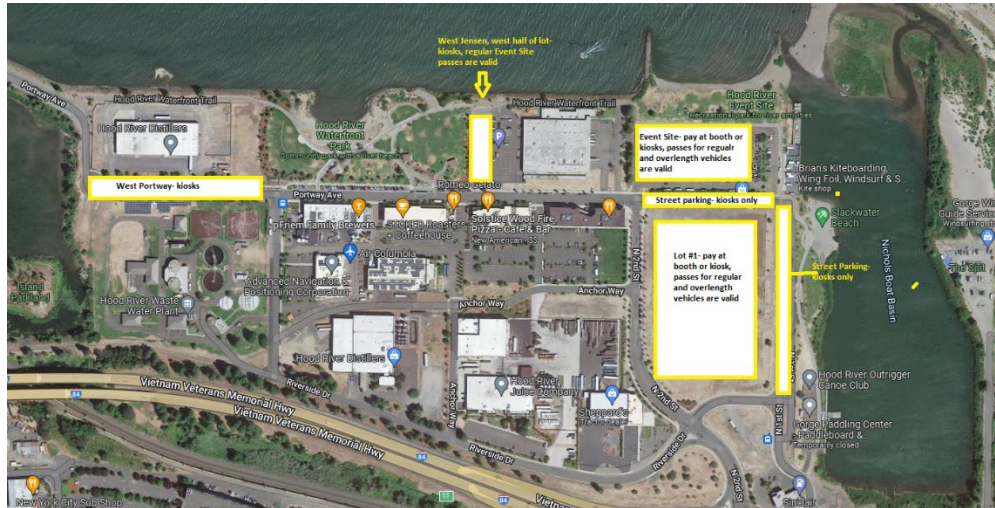


2022 Waterfront Concession revenue totaled \$43,952. For comparison, 2021 revenue was \$37,790.

2022 Waterfront Recreation Concessions			
Concession	Locations	Total Annual Billing as of Oct 2022	Lease Term
Big Winds	Hook	\$ 4,620.00	2021-2025
	Marina Park Shed		
Brian's Windsports	Upper ES Dock- #4	\$ 5,694.00	2021-2025
	Marina Park Shed		
Cascade Kiteboarding	Upper ES Dock- #1	\$ 4,296.00	2021-2025
	Maritime Parking Storage		\$100 Monthly
CGWA- Gorge Groms	Hook	Fees waived by Executive Director	2022
	Maritime Parking Storage		\$100 Monthly
Doug's HR Water Adventures	Upper ES Dock- #5	\$ 3,970.00	2022-2025
	Maritime Parking Storage		\$100 Monthly
Gorge Jr. Sailing	South Basin Dock	Fees waived by Executive Director	2022
Gorge Kiteboard School	Upper ES Dock- #3	\$ 3,846.00	2021-2025
	Marina Park Shed		
Gorge Paddle Center	Nichols Basin	\$ 2,772.00	2021-2025
	Building Rent/Winter Storage		\$200 per month Oct-April
Gorge Sailing Ventures	Marina Commercial Dock	\$ 1,500.00	2022
Hood River Outrigger Canoe Club	Nichols Basin	\$ 1,225.00	2021-2022
Hood River Pedicab	Waterfront	\$ 100.00	2022
Hood River SUP & Kayak	Hook	\$ 2,772.00	2021-2025
Hood River Yacht Club	Club House	\$ 639.49	1/15/2021 - 1/15/2023
	South Basin Dock	\$ 3,000.00	5/1/2021 - 4/30/2023
Kite the Gorge	The Spit	\$ 3,372.00	2021-2025
	Winter Storage Sublease/KTG w/Merlin Electric/Port	\$ (100.00)	11/15/22 -4/15/2023
	Winter Storage Sublease w/Merlin Electric	\$ 500.00	11/15/22 -4/15/2023
Oregon Kiteboarding	Upper ES Dock #4	\$ 4,146.00	2021-2025
	Maritime Parking Storage		\$100 Monthly
Stoke on the Water	Waterfront	\$ 100.00	2022
Wylde Wind & Water	Lower ES Dock- #2	\$ 1,500.00	2022
<b>Total Annual Revenue</b>		<b>\$ 43,952.49</b>	

## Event Site & Port Waterfront Parking

In 2022, the Port had five main pay to park areas along the waterfront: West Portway, Jensen West, Event Site, Lot #1, East Portway, and First Street.



The pay to park areas are the primary source of revenue to support the Port waterfront recreational properties. There were three other Port parking areas that are currently free to park: The Hook, The Spit, and the Marina Basin. During Fall Planning there was discussion that each free area presented opportunity for future parking revenue, and that it should be considered for the future, possibly Spring 2023.

Another parking topic that was addressed in 2022 was the size and number of recreational sprinter vans/trucks that people were parking in an unsafe manner making it impossible for emergency vehicles to get through at The Hook and Jensen West parking lot. On February 9<sup>th</sup> Waterfront Recreation Committee meeting recommended that the Port limit the size of vehicles parking in those areas at their annual meeting. Signs went up at The Hook and at the West Jensen Lot for no vehicles over 22’.



2022 (January 1 – December 31) revenue from the kiosks for paid parking along Portway, Jensen West, 1<sup>st</sup> Street, Lot #1 and the Event Site totaled \$101, 393. Total Event Site day and season pass revenue totaled \$241,380. Total waterfront parking revenue totaled \$342,773.

Event Site Parking- Does not include Kiosk payments				
Year	Daily Passes	Annual Passes	Revenue	% Change from year prior
2022	4993	1227	\$ 241,380.00	12%
2021	6874	1417	\$ 214,554.93	36%
2020	4682	1005	\$ 157,274.00	-2%
2019	6312	961	\$ 159,709.00	14%
2018	5479	1081	\$ 139,747.00	45%
2017	5197	614	\$ 96,222.00	-1%
2016	5410	788	\$ 96,812.00	-16%
2015	6203	844	\$ 114,128.00	53%



## Waterfront Numbers

At the Port's annual 2022 Spring Planning workshop, the Commission consensus was that they would like to budget for year around overnight security, resume full services of open restrooms (normal hours) and trash cans if we have enough summer help, and to add one FT Facilities person.

Waterfront expenses exceeded revenues by \$202,436 for the FY 2021-22, down 18% from FY 2020-21.

### WATERFRONT SUMMARY FISCAL YEAR JULY 1, 2021- JUNE 30, 2022

<b>Fiscal Year 2021-2022 Waterfront Financials</b>	2017-18	2018-19	2019-20	2020-21	2021-22
<b>EXPENSES</b>					
<b>Event Site</b>					
Personnel Services	\$80,021	\$102,936	\$97,239	\$126,563	\$116,036
Materials and Services	\$46,650	\$58,188	\$54,840	\$75,555	\$78,253
Total	<b>\$126,671</b>	<b>\$161,124</b>	<b>\$152,079</b>	<b>\$202,118</b>	<b>\$194,289</b>
<b>Hook, Spit and Nichols</b>					
Personnel Services	\$42,144	\$42,817	\$45,518	\$26,073	\$47,340
Materials and Services	\$35,249	\$30,335	\$46,652	\$38,081	\$48,718
Total	<b>\$77,393</b>	<b>\$73,152</b>	<b>\$92,170</b>	<b>\$64,154</b>	<b>\$96,058</b>
<b>Marina Park</b>					
Personnel Services	\$141,524	\$153,425	\$149,177	\$172,317	\$170,095
Materials and Services	\$34,167	\$30,335	\$50,153	\$65,730	\$44,829
Total	<b>\$175,691</b>	<b>\$183,760</b>	<b>\$199,330</b>	<b>\$238,047</b>	<b>\$214,924</b>
<b>Total Waterfront Recreation Expenses</b>	<b>\$379,755</b>	<b>\$418,036</b>	<b>\$443,579</b>	<b>\$504,319</b>	<b>\$505,271</b>
CIP Projects Not Included in formula	\$28,659		\$50,197	\$72,649	\$64,232
<b>REVENUE</b>					
Events, Parking Passes, Parking Fees, Concessions, HRYC	\$183,499	\$217,110	\$310,411	\$258,897	\$302,835
Grant-Contributed Capital			0\$	\$36,000	\$0
<b>Total Waterfront Recreation Revenue</b>	<b>\$183,499</b>	<b>\$217,110</b>	<b>\$310,411</b>	<b>\$294,897</b>	<b>\$302,835</b>
<b>2022 Expenses Exceeding Revenue</b>					<b>-</b> <b>\$202,436</b>
<b>2021 Expenses Exceeding Revenue</b>				<b>-\$245,422</b>	
2020 Expenses Exceeding Revenue			<b>-\$133,168</b>		
2019 Expenses Exceeding Revenue		<b>-\$200,926</b>			
2018 Expenses Exceeding Revenue	<b>-</b> <b>\$196,256</b>				

# Marina



Demand for Port Marina moorage slips continues to increase, and far exceeds availability. The Port has a total of 162 boat slips, 6 shell dock slips and 11 boathouses with 100% occupancy. The current boat slip waitlist has 83 applicants. The current anticipated wait for a slip for those at the bottom of the list is around 3 years. The demand is greatest for 30’ and under boats. The split this year was 70% power/30% sailboats.

Marina Total # of Slips by size:		12/1/2022
30’ and under = 131 slips	67 power / 64 sailboats	Waitlist= 66
Over 30-45= 29 slips	6 power / 25 sailboats	Waitlist=22
Over 45’= 1 slip	1 sailboat	Waitlist=4
Seasonal 20’ and under= 6 slips		
Boat Houses= 11		
Jet Skis= 14 spots (Kite Schools Only)		
HRYP dingy storage floats= 3		
Gorge Jr. Sailing dingy storage floats=3		
Shell Dock= 6 slips		
Float Plane = 1 slip		

Port Facility staff has been working diligently to replace rotted wood on all docks. They are learning how to do repairs that had previously been contracted out, which has helped to offset expenses. The Port continues to need a professional team to repair and replace the floats.

**Guest Dock-** Most of the use for the guest dock is from fisherman and small power boats who put in for the day. There is no charge for use of the dock unless the vessel stays overnight, and parking was free in 2022. Revenue from vessels staying overnight January-September was \$4,548.

**Cruise Ships-** Total revenue for the cruise ships in 2022 was \$13,775. ACL has exclusive use of the outside Jetty. They pay a \$6,000 per year infrastructure fee to help maintain the jetty. The North Jetty Commercial Dock gets rented to other cruise lines and large vessels visit.

Cruise Ships- Revenue estimates	2019	2020	2021	2022
<b>Cruise Line</b>				
American Cruise Lines (ACL)	\$ 8,400	\$ 6,000	\$ 11,250	\$10,625
Linblad Expeditions	\$ 1,500	\$ -	\$ 1,200	\$3,000
Misc Large Vessels	\$ 2,550	\$ -	\$ 400	\$150
<b>Total</b>	<b>\$ 12,450</b>	<b>\$ 6,000</b>	<b>\$ 12,850</b>	<b>\$13,775</b>



**Hood River Yacht Club-** The HRYC sponsors the High School Sailing team and teaches private lessons in the summer. They rent 3 bays of dock space on the South Basin Dock that they use for their members for small sailboats that they hand launch. They have a waitlist for space for dock and yard storage. The HRYC also sponsors two very competitive regattas that are held in July and August.



**Gorge Jr. Sailing-** The combined youth sailing programs that promote seamanship and taught sailing skills to over 220 young people last summer. The program had one of their best seasons yet with full classes and new boats. They are part of several US Sailing programs that provided grants for national outreach to foster diversity in sailing, STEM classes for middle school kids, Culture Seed, Girls at the Helm and a new pilot program the the Hood River New School.

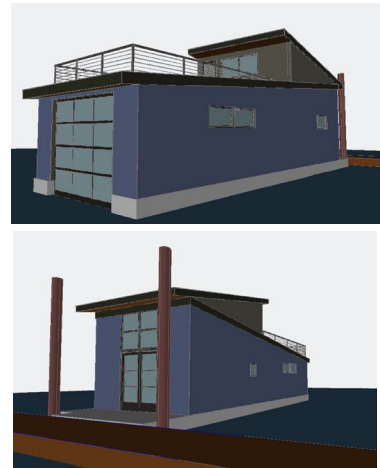


**Boathouses-** In February of 2022 one of the boathouse tenants removed her failing boathouse and had it demolished. It was in a state of disrepair and deemed at risk for sinking and needed to be removed immediately. The tenant provided the Commission with plans for a replacement that added a second floor, bathroom, and expanded the footprint of the existing agreement. There are no set requirements for boathouses in Hood River



County so this required due diligence from staff of what standards are acceptable to meet Oregon Clean Marina requirements. The boathouse tenants have leases that were issued in 2014 with a 5 year notice of non-renewal that state that any boathouse replacement or remodel must have Commission approval.

This event begged the question to the Commission of what they would like to see for future development in the Marina. For the tenant to make such an investment in a new boathouse, the tenant would need a long term lease commitment from the Port. (See proposed new boathouse sketches to the right) Further, with the bridge replacement project possibly starting in 2026, all leases in the Marina should be annual to give the Port full autonomy for the Marina Basin for staging purposes. All moorage slips & building leases are issued on an annual basis, and the boathouses leases required 5-years notice for termination.



While gathering information, staff found that the current leases were in violation of DEQ law by allowing tenants to have water piped in, but not providing a contiguous DEQ approved sewer system for outgoing gray and black water. Violations of this kind have resulted in large fines for other boathouse owners and entities that rent to them. The Port also learned that by allowing this, it was at risk for losing its Clean Marina status and possibly not qualifying for future grants. The Port immediately self reported to the OSMB & DEQ seeking guidance on how to best handle the situation. It was decided that disconnecting each boathouses water source, and the tenants cutting all pipes to sinks and removing port-a-potties would satisfy the requirements. On June 6, 2022, the Port gave notice to the tenants for water shut-off and required removal /decommissioning of boathouse plumbing fixtures. The Commission did not want to install a sewer system for the boathouses so they agreed to provide spigots on the dock for the tenants to have water.

The Commission then directed staff to work on the boathouses lease process for notice of non-renewal, and to prepare a discussion for a future meeting regarding boathouses with a proposal and recommendation for the future of boathouses in the Marina.

At the August 16, 2022 Commission meeting, staff presented the Commission with a list of issues and pros and cons regarding boathouses. Topics such as; future vision, marina best practices, compliance with DEQ law, lease termination, low rates, risk management, outdated leases, replacements, and possible phase out were all discussed. The boardroom was full with lots of public comment both for and against boathouses in the Marina.

The discussion was led by Commissioner Sheppard and included comments from each Commissioner separately. The consensus was unanimous to provide notice of non-renewal of the existing leases (except for the Sheriff's boathouse), and to not offer new leases. There was also Commission consensus to not allow any form of boathouses at the marina and to move towards phase out. On August 24<sup>th</sup>, 2022 the tenants were given formal notice of lease non-renewal and stated that the term would expire on December 31, 2026. The Commission directed staff to host a roundtable meeting with the tenants to discuss boathouse removal. The boathouse Marina Committee representative, Steve Tessmer, indicated that the tenants wanted to discuss the possibilities of new leases not phase out. The Commission directed staff to only discuss phase out. No other directives were given.



In September, the boathouse tenants were reminded of the Port's November 1, 2022 deadline for meeting DEQ requirements for their flotation to have it encapsulated. Steve Tessmer, the boathouse representative on the Marina Committee, conferred with the head of the OSMB Clean Marina asking if only the visible flotation be required due to the expense, as the tenants were recently given notice of non-renewal of their leases, and he agreed. The Port agreed asking the tenants to meet the minimum requirements of the DEQ and OSMB Clean Marina program.



**Water Safety Patrol-** The Sheriff's services are an integral part of the Marina and important for water safety in the Bonneville Pool. The Port continued in an IGA with the HR County Sheriff Department to waive the fees for the Marine Sheriff's Boathouse moorage and to pay for the Marine vessel's fuel from June 15- September 15. The total fuel bill for 2022 was \$573. This was much lower than years past due to the Shell Station not having staff available to pump fuel when the Sheriff needed it, so most of the time they had to tow the boat to the county yard to fill it up, which ultimately gave them less time on the water.



The Sheriff's boathouse was in dire need of repair to the flotation and was at risk of sinking. The HRSO thought it might need to get removed from the Marina because when we have heavy snow loads it lowers the boathouse so far that the door won't open and puts the boat inside at risk of sinking. The county had zero funds allocated for the purpose of refurbishing the boathouse. In September the Port paid \$3,000 out of the Marina budget to have professional divers repair the existing flotation and to have additional flotation installed. The Sheriff's office is grateful for the Port's help and pleased with the repairs.



**MARINA SUMMARY FISCAL YEAR JULY 1, 2021- JUNE 30, 2022**

<b>Fiscal Year 2021-2022 Marina Financials</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
<b>MARINA EXPENSES</b>				
Personnel Services	\$142,157	\$142,594	\$155,622	\$149,802
Materials and Services	\$109,224	\$85,541	\$87,295	\$96,735
Interest Expense	\$28,059	\$25,876	\$23,428	\$20,575
Depreciation Expense	\$79,870	\$78,759	\$77,781	\$76,238
Total	<b>\$359,310</b>	<b>\$332,770</b>	<b>\$344,126</b>	<b>\$343,350</b>
<i>CIP Projects not included in formula</i>	\$9,063	\$0	\$15,290	\$10,479
<b>MARINA REVENUE</b>				
Marina	\$358,829	\$360,444	\$373,576	\$406,615
Grants	\$7,050	\$7,000	\$9,000	\$0
Total Marina Revenue	<b>\$365,879</b>	<b>\$367,444</b>	<b>\$382,576</b>	<b>\$406,615</b>
<b>2021/22 Revenue Exceeding Expenses</b>				<b>\$63,265</b>
<b>2020/21 Revenue Exceeding Expenses</b>			\$38,450	
<b>2019/20 Revenue Exceeding Expenses</b>		\$34,674		
<b>2018/19 Revenue Exceeding Expenses</b>	\$6,569			

*\*\*This report is being generated for informational purposes only and is not intended to be relied upon as a final account. The Port believes the data to be reliable, however, the accuracy and completeness of the information is not guaranteed.*

# Commission Memo



Prepared by: Greg Hagbery  
Date: September 19, 2023  
Re: Lower Mill – Market Analysis – EcoNW Presentation

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On February 7, 2023, the Port Commission approved application for a Business Oregon Port Planning and Market Fund grant for the Lower Mill Site Market Analysis and Feasibility Study in the Amount of \$50,000 and release of the RFP to obtain consulting services. On February 10, 2023, staff issued the RFP. At the March 21, 2023, meeting the Commission approved a contract award to EcoNorthwest (EcoNW).

Chris Blakney and Katherine Buck from EcoNW will join the meeting to provide a synopsis of the analysis, answer questions and receive Commission feedback prior to finalizing the study.

**RECOMMENDATION:** Discussion.

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# Market Analysis for Lower Mill Redevelopment Site Parcels

Date 9/19/2023

**ECON**orthwest  
ECONOMICS • FINANCE • PLANNING

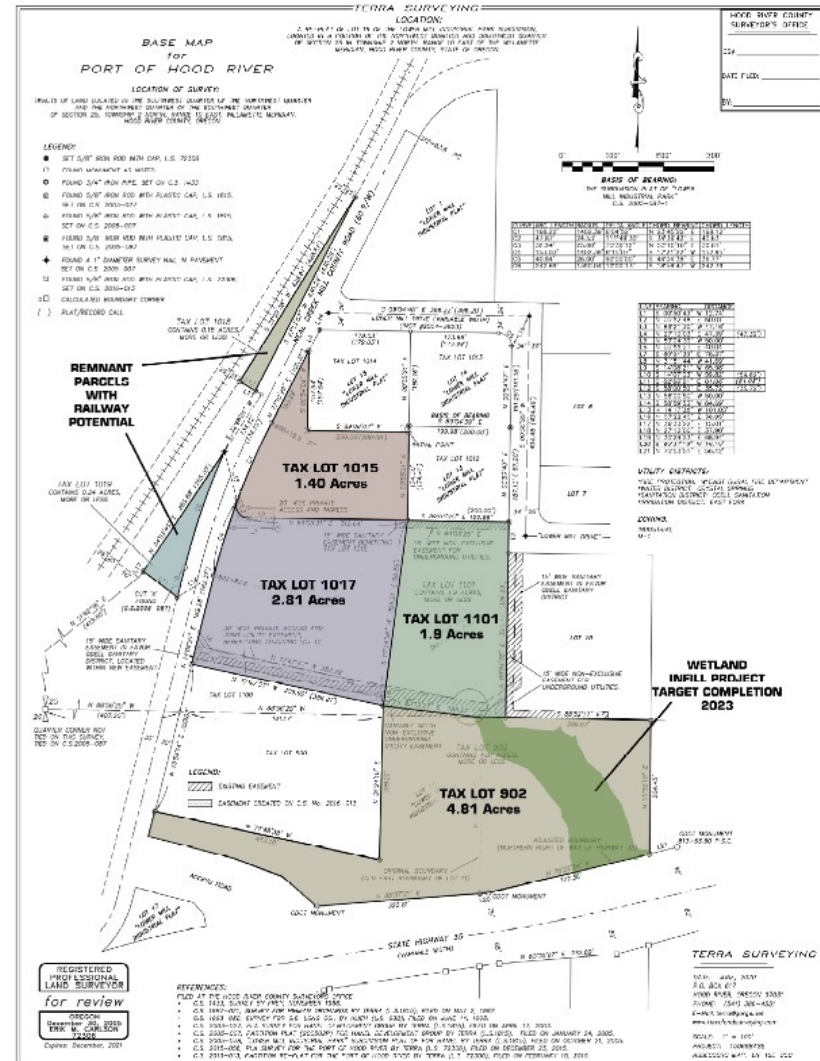
Prepared for | Port of Hood River

PROJECT UNDERSTANDING

# Lower Mill Site

The Port of Hood River is losing a significant share of its revenues and looking for other income generating activities. The Port of Hood River currently receives a significant share of its revenues from toll fees for the Hood River-White Salmon Interstate Bridge crossing. A planned bridge replacement as early as 2029-2030 will eliminate this funding source.

Grant funded study through Business Oregon. Study is paid for through Business Oregon's Port Planning and Marketing Fund.



# Project Overview

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## Task 1: Market Analysis and Highest and Best Use

Summarized local demand and supply data and trends to understand the range of uses that are possible and then determine the highest and best use for Lower Mill with respect to type, scale, and absorption of development.



## Task 2: Financial Feasibility Analysis

Based on the results of the market analysis, engaged Mackenzie Engineering to develop conceptual massings to determine developable area. Developed a site-specific pro forma model calculating the residual land value of identified candidate development forms.



## Task 3: Optimal Deal Structure Assessment

Analyzed sell strategies and phasing plans to determine optimal development structure.



## Task 4: Final Report

Produce a final report summarizing key findings from Tasks 1-3 and recommendations for next steps.

# Market Analysis & Highest and Best Use

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## Key Findings from Analysis and Interviews

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### Mill Site Location

The Mill Site's location will be prohibitive for some users that require greater access to transportation networks and markets.



### Low Inventory, Limited Development

The Mid-Columbia region has very limited speculative industrial space. There is only about 40,000 SF available in the entire market.



### Industrial Lease Rates are Low

Top of the market lease rates average close to \$11psf across the entire market. Achievable rates at Lower Mill would be lower, in the range of \$9psf.



### Development Type

The market is not likely to support the cost of concrete tilt-up construction. Steel frame buildings are the most likely development form.

## Key Findings from Analysis and Interviews

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### Possible Low Interest from Institutional Developers

Low achievable rents and high construction costs may prevent new industrial development from being financially feasible for institutional developers.



### Industrial Demand

There is demand for small scale new industrial space 2,500 to 5,000 SF tenant spaces but there is currently not a supply of this space in Hood River; businesses and employees like to locate in Hood River.



### Potential Users of Spaces

Potential tenants of the industrial space could include the following industries: wind sports/sports, agricultural/food storage, wine and spirits.



### Deal Structure

The Port could develop industrial space, like the Port of Cascade Locks, or choose to develop some parcels while selling off other parcels. There would be minimal interest from the private market for a ground lease structure.



MARKET ANALYSIS

## Case Study

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**Port of Camas-Washougal: Steigerwald  
Commerce Center Building 18 & 20**



**Port of Cascade Locks: Herman Creek  
Business Park**



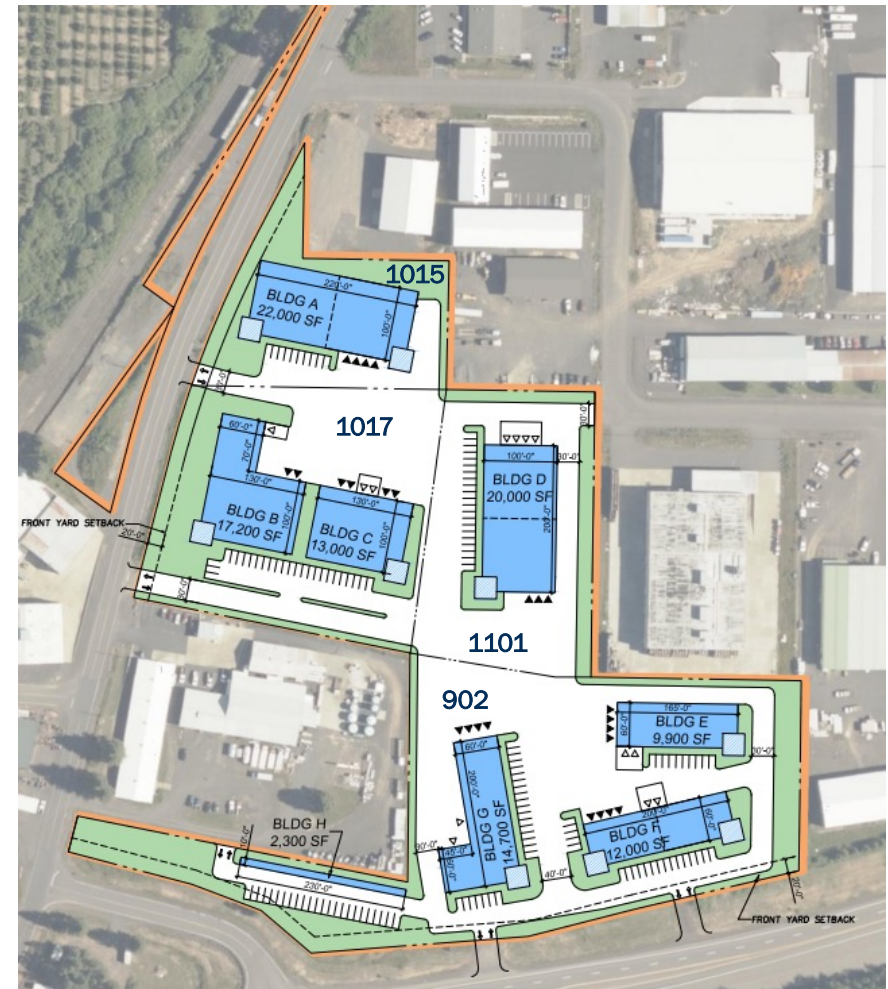
# Financial Feasibility Analysis



## Site Plan

### Factors Considered:

- ❑ Scale informed by Market Analysis
- ❑ Preserve curb cut on Hwy 35
- ❑ Prioritize parcelization to allow for flexibility
- ❑ Explore productive use for “dogleg” portion.



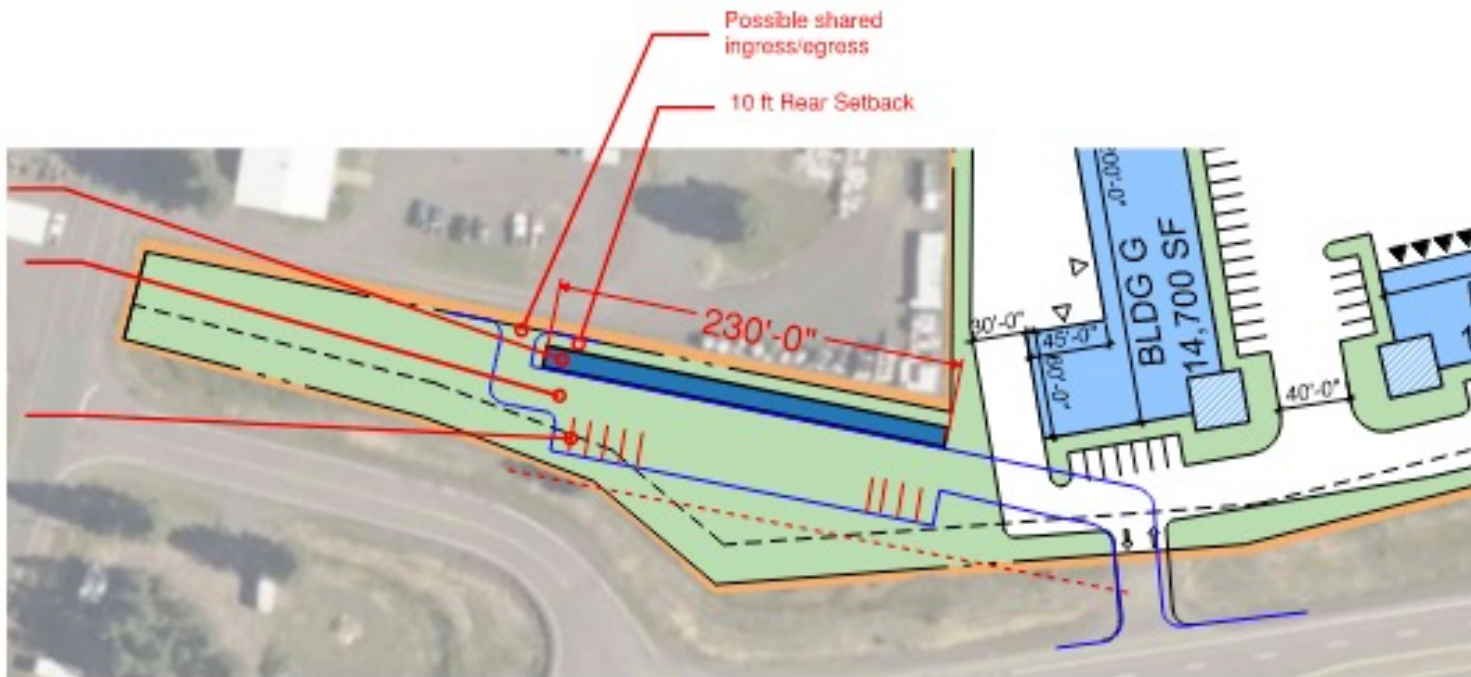
PRO FORMA ANALYSIS

# Site Plan – Storage Units

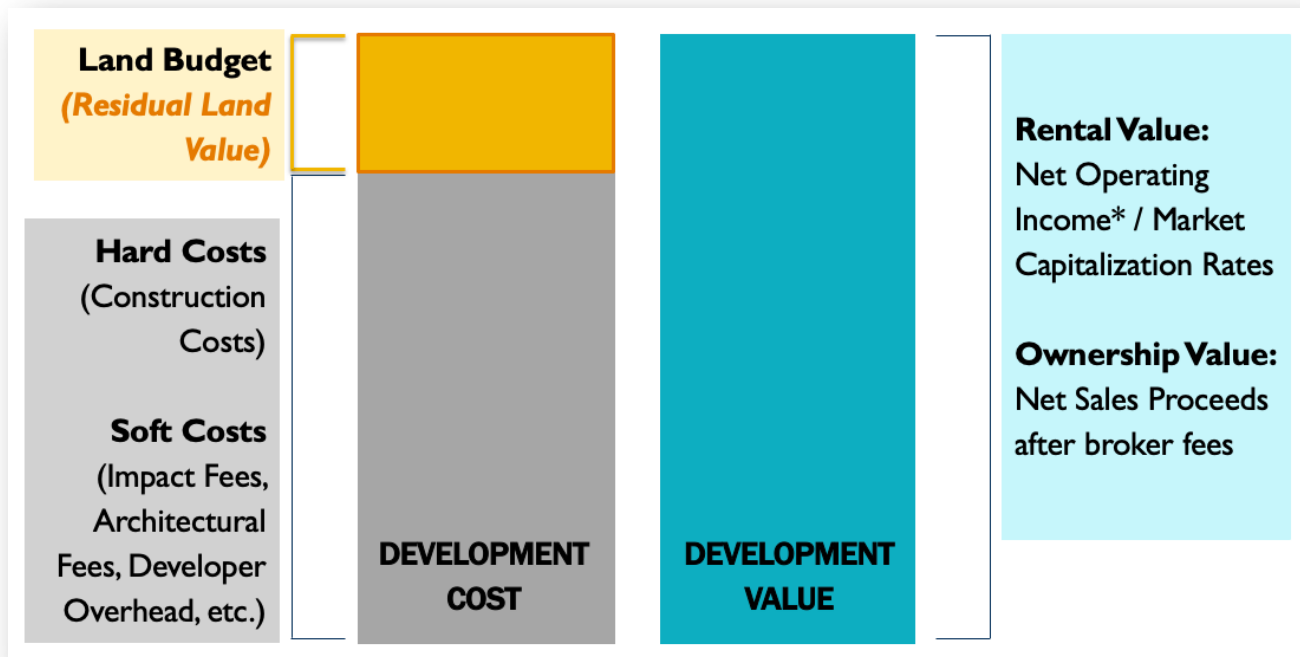
10 ft deep self storage building - 2300 SF

25 ft wide vehicular circulation

20 ft deep parking spaces



# Residual Land Value (RLV) Model



**Residual Land Value**  
The *maximum* price a developer could pay for land under assumed parameters

## Return on Cost (ROC)

Total Project Costs

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Net Operating  
Income



Return  
on Cost

### Return on Cost

A forward-looking metric that calculates the return on investment of the project once it achieves stabilized income.

PRO FORMA ANALYSIS

# Assumptions

## Income, Costs, and Return Threshold

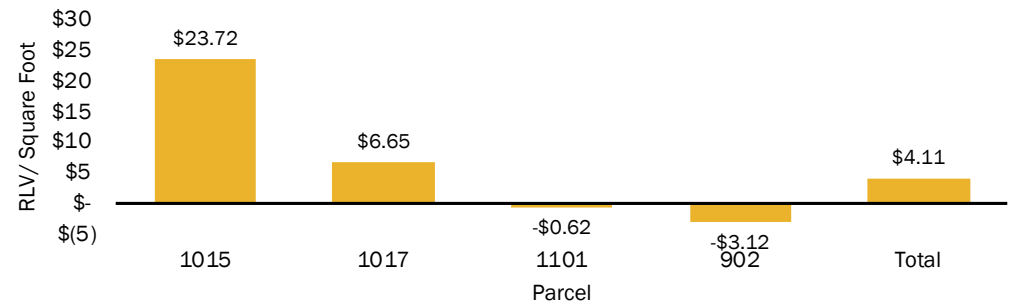
Pro Forma Assumptions	Value	Metric
<b>Costs:</b>		
Building shell	\$90.00	per sf
Building shell (self-storage, not climate-controlled)	\$65.00	per sf
Interior costs (office space, flexible walls, etc)	\$200.00	per sf for 10% of gross floor area
Heating	\$5.25	per sf
Loading doors	\$3,675.00	per door
Total building costs/ sf	\$111.00	per sf
Hardscape	\$25.00	per sf
Landscape	\$3.00	per sf
Soft costs		20% of hard costs
Contingency		10% of hard and soft costs
Developer fees		5% of total costs
<b>Revenues:</b>		
Rent rate, light industrial space	\$9.60	per sf per year
Rent rate, storage space	\$18.00	per sf per year
Sale price	\$175.00	per sf
<b>Return metrics:</b>		
Return on cost threshold	3.50%	

PRO FORMA ANALYSIS

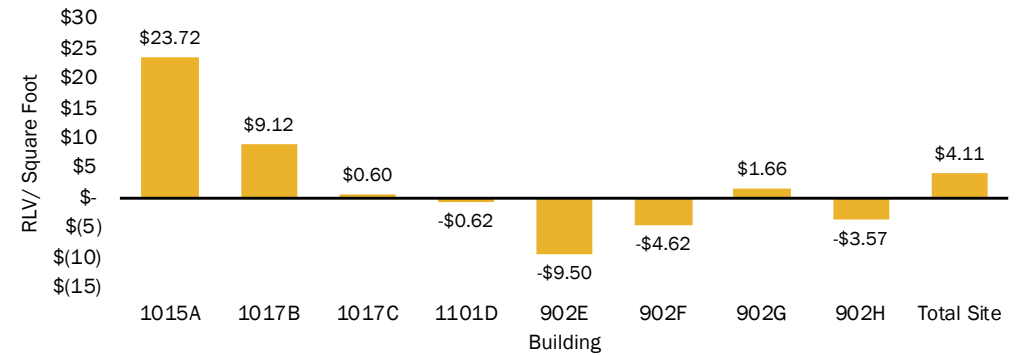
# RLV Results



Residual Land Value (RLV) per Square Foot Results by Tax Lot



Residual Land Value (RLV) per Square Foot Results by Building



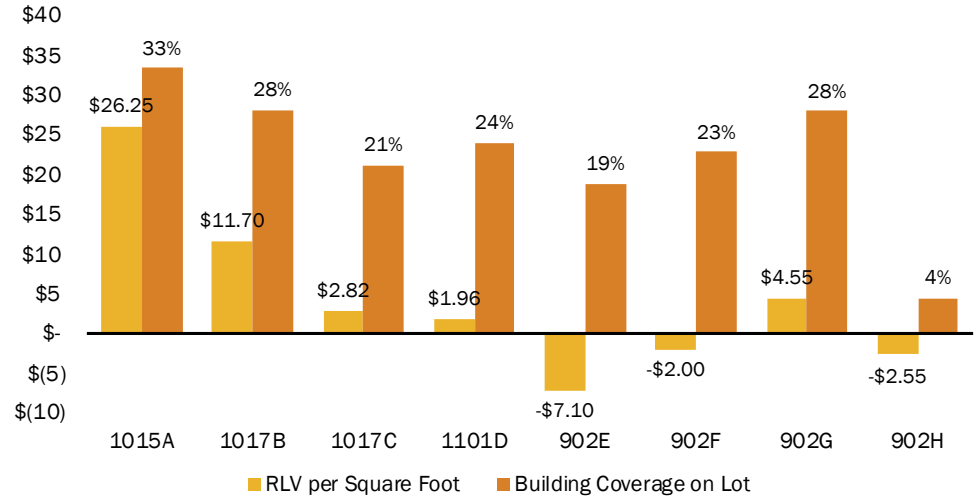


PRO FORMA ANALYSIS

# RLV Results – Building Coverage on Lot

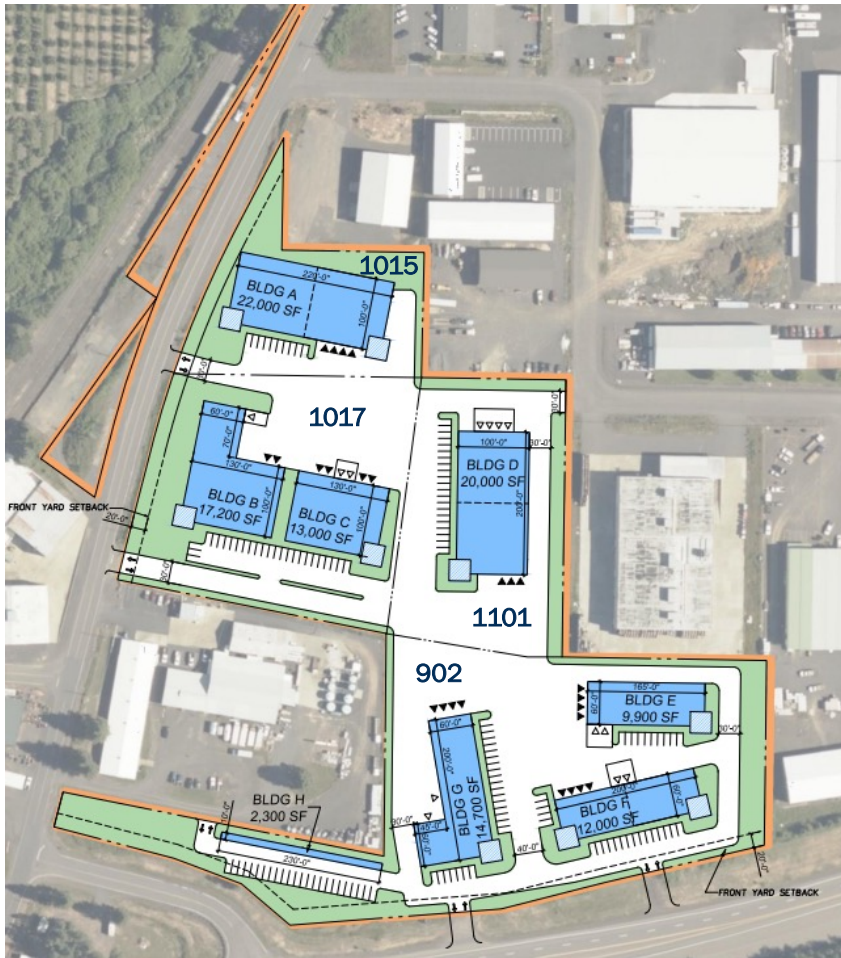


RLV per Square Foot Results and Lot Coverage by Building

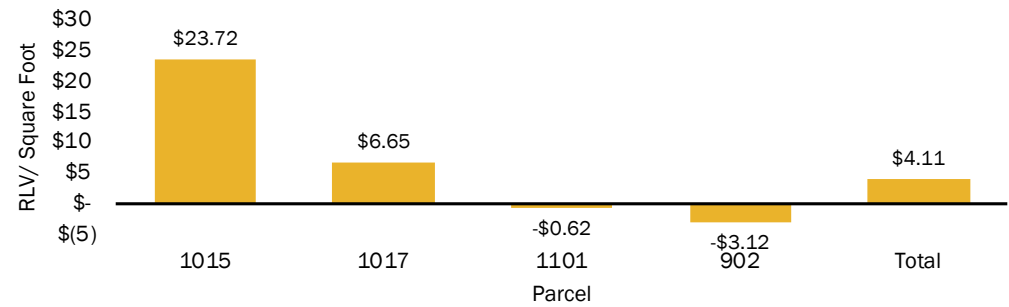


PRO FORMA ANALYSIS

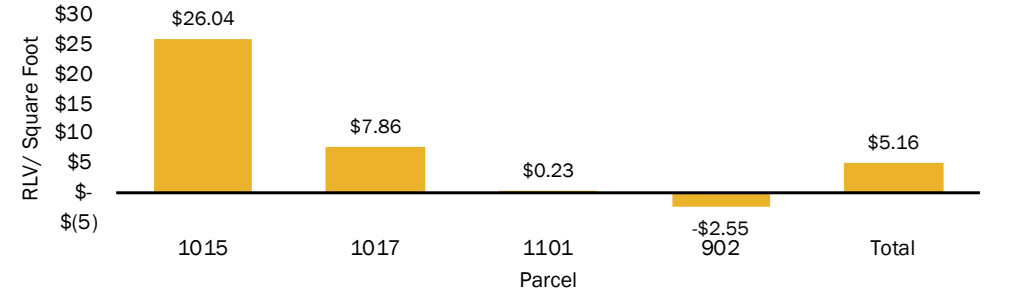
# Consideration #1 – Development Timeline



**Residual Land Value (RLV) per Square Foot Results by Tax Lot – Year 0**



**Residual Land Value (RLV) per Square Foot Results by Tax Lot – Year 2**



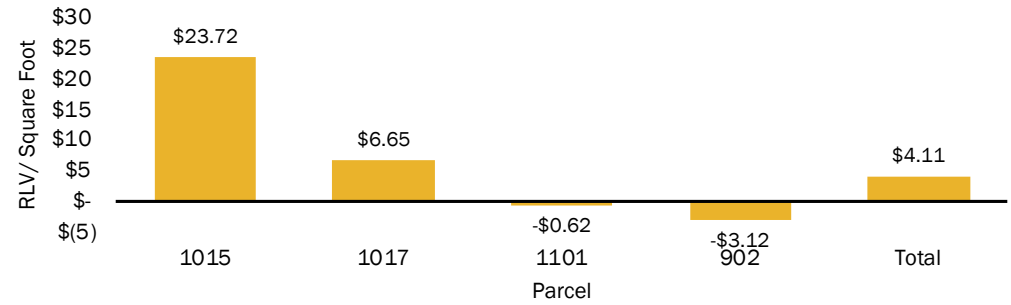


PRO FORMA ANALYSIS

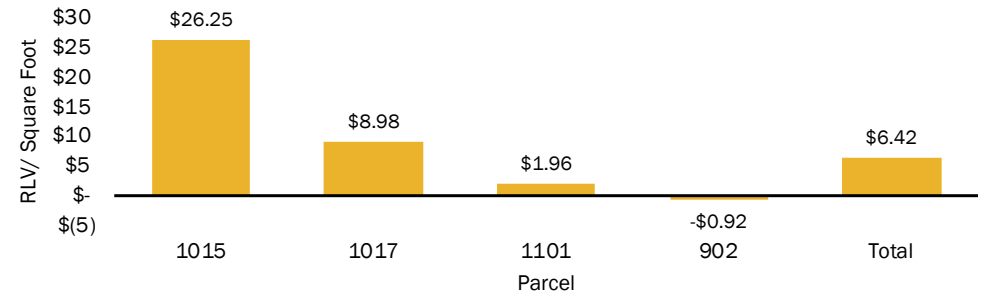
# Consideration #2 – Developer Fee



**Residual Land Value (RLV) per Square Foot Results by Tax Lot – 5% Developer Fee**

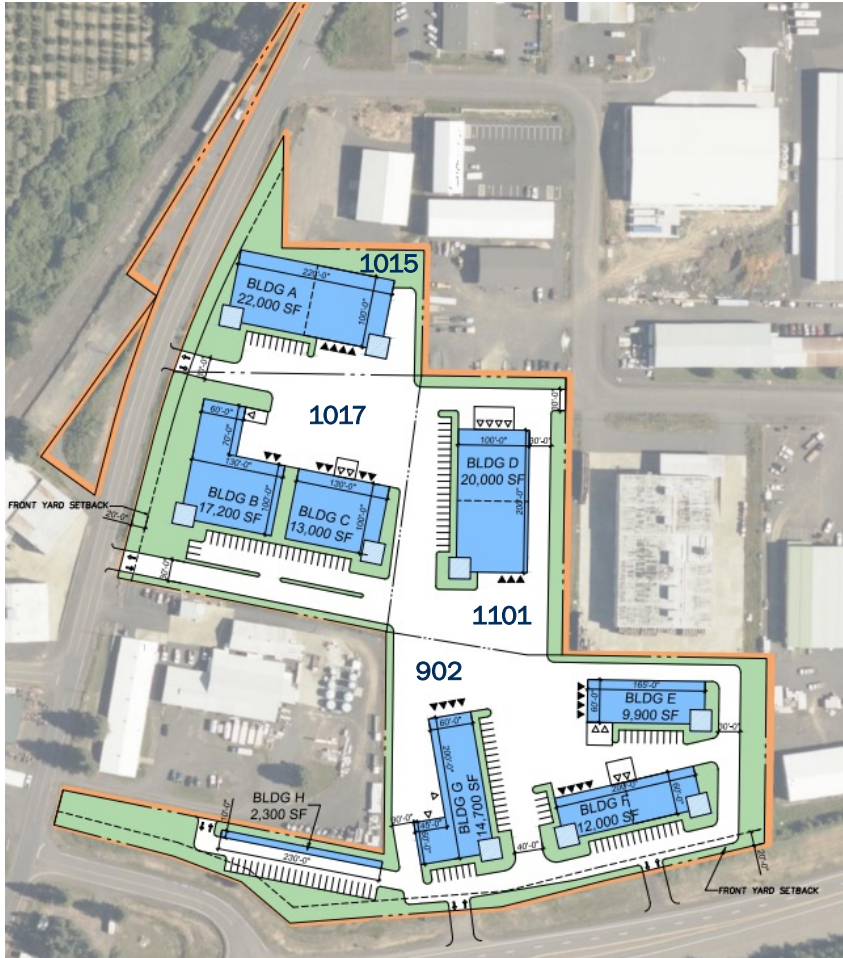


**Residual Land Value (RLV) per Square Foot Results by Tax Lot – 0.5% Developer Fee**

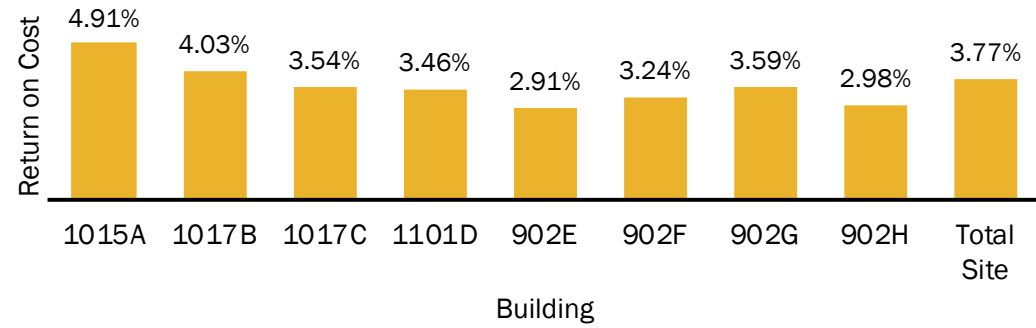


PRO FORMA ANALYSIS

# Consideration #3 – Return on Cost



Return on Cost Results by Building



## Financial Feasibility Takeaways



- ❑ Building A/ Tax Lot 1015 is the most financially viable option to develop
- ❑ Tax Lot 902 is the least financially viable option to develop
- ❑ Financial feasibility is correlated to building coverage of the lot
- ❑ Waiting two years, or staggering development, increases financial feasibility

# Optimal Deal Structure

CONCLUSIONS

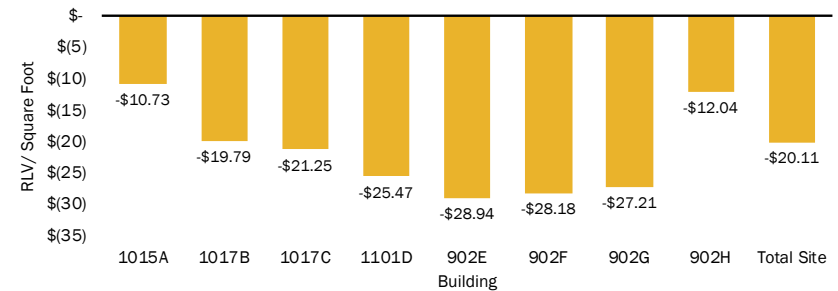
# Deal Assessment: Land Sales

**Residual Land Value for an Institutional Developer.** When calculating the RLV for an institutional developer, the return on cost for these buildings need to be increased to the market return of about 6-8%.

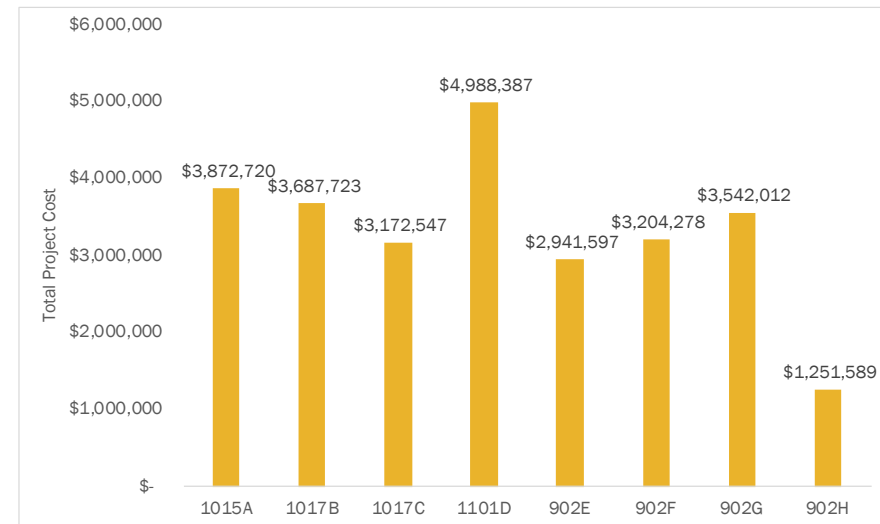
All else equal, increasing the return on cost to 6% causes all of the RLVs for be negative for each building.

This assumes a triple net lease for the building so property tax paid for by the tenant.

**RLV for Institutional Developer at 6% ROC**



**Total Building Cost at 6% ROC**



## CONCLUSIONS

# Deal Assessment Findings

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**Ability to Attract Developer Capital.** Based on the market analysis, the site is unlikely to attract speculative development due to the high costs of construction and the relatively low rental rates for space; the private market would likely not meet their needed returns so these projects would not be financially feasible.

**Economic Development and Market Making Impacts.** There is a demand for industrial space of about 20,000 square feet and this type of space does not exist in the local market. If the Port could accept certain risks, including a lower initial rate of return, in exchange for economic development goals, the project could be viable and can provide space for new industrial businesses and employees within Hood River.

**Phasing and Disposition Impacts.** Tax Lot 1015 has the highest residual land value (RLV) of any of the parcels with an RLV of \$23.72 per square foot. This parcel has the highest building area to lot size ratio and it is also financially feasible to build as a standalone development. This parcel does not rely on the development of other parcels.

**Trade-offs of Lease vs. Sale.** While ground leases are common and may be increasing in popularity, they are typically most successful in markets where land values are disproportionately high and land cost is a barrier to feasibility. Because the majority of users will prefer to own their site in a market like Hood River County, ground lease structures will limit the depth of the market which could have adverse impacts on deal velocity.

**Land Sales.** If the Port sold land to a developer to build light industrial on the site, the RLVs are all negative for the buildings, limiting the sales prices of this land for industrial development.



## Deal Assessment Findings

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**Funding Options.** There are some funding options the Port could utilize to subsidize development costs, including:

- **Special Public Works Fund**
  - Projects where the benefit is primarily commercial and industrial entities and/or the principal source of repayment will be from income derived from the lease of land and/or improvements.
  - The grant amount will be based on the number of eligible commercial and industrial jobs proposed to be created or retained up to \$5,000 for each job created or retained, not to exceed 85% of total project cost.
- **Port Revolving Loan Fund**
  - Provides loans to ports for planning and construction of facilities and infrastructure.
  - Ports may finance a total amount of \$3 million from the Fund, interest rates will be set by Business Oregon at market rates.
- **The Immediate Opportunity Fund**
  - Projects with roadway construction that support economic development through job retention and job creation opportunities.
  - Up to \$500,000 or \$1,000,000 in funding based on project type.
- **SB4 Industrial Land Fund**
  - Development of a site for a facility or development of site for other advanced manufacturing.
  - Loans that can total over \$1,000,000 and a loan term not to exceed of 10 years.

# Recommendations

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## CONCLUSIONS

# Deal Assessment Recommendations

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**Port spearheads development.** If the Port would like to see industrial space and support business growth on these parcels, then the Port would likely need to develop the space itself. If the Port could accept a lower return on cost or utilize funding programs, then development is feasible.

**Phasing strategy.** Staggering development of the overall site will increase the financial feasibility of development. Tax Lot 1015 is the first building/lot that the Port should consider for industrial development. Starting with a lot that has one building onsite would maximize the Port's financial return.

- After completing one project, the Port could reassess the market and their options for the remaining tax lots.

**Ground lease versus sale.** Ground lease is not a likely viable option for these tax lots. The Port could sell specific tax lots as part of the phasing strategy. The Port is likely to receive a higher sales price for the tax lots *after* developing an industrial building on one of the tax lots.

CONCLUSIONS

## Deal Assessment Strategy

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Graphic shared during Commission Meeting

CONCLUSIONS

# Timeline

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Presentation to Port Commission: September 19, 2023

Comments and Feedback to ECONorthwest: September 21, 2023

Final Report and Project End Date: September 29, 2023

# **ECON**orthwest

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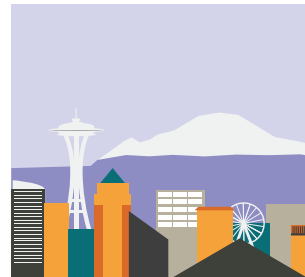
ECONOMICS • FINANCE • PLANNING



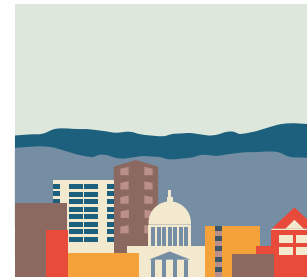
Los Angeles



Portland



Seattle



Boise



Executive Director's Report  
September 19, 2023

### **EXECUTIVE DIRECTOR – KEVIN GREENWOOD**

- *Attended HRWSBA Meeting on Monday.*
- *Commissioner Sheppard and I met with City Councilor Zanmiller and Manager Elder for on-boarding prior to Ben's first Urban Renewal Meeting on Monday.*
- *Project Management update meetings throughout week.*
- *Executed Airfield Wetland Mitigation contract.*
- *Reviewed Commission Directives tracker with managers. Will add as a tab to Project Tracking spreadsheet.*
- *Preparing for Fall Planning. Draft agenda attached – Commission input is sought for the form and content of this year's agenda.*
- *Monitoring valuation of railroad parcels at Lower Mill.*
- *Monday (9/18) schedule: KHR Radio, Pier Repair update, RBMC meeting, HRWSBA organizational readiness workshop (tent.)*
- *Tuesday (9/19) schedule: staff meeting, standing manager meetings, Commission meeting.*
- *Wednesday (9/20) schedule: HNTB/WSP update, HR Valley Parks and Rec Meeting.*
- *Thursday (9/21) schedule: standing coffee w/ President Chapman, MCEDD Board Meeting*
- *Completed execution of ODOT Toll Reimbursement Agreement on Sept. 11.*
- *Reviewed Lower Mill Wetland Grading contract; ready for execution.*
- *Signed up for DPSST Management Training Course recommended before hiring Security Officers.*
- *Monitoring negotiations with DMV for lease renewal.*
- *Read new Public Meeting Law Enforcement rules (<https://bit.ly/3ZfBeiw>)*
- *Prepared for first Internal Bridge Committee meeting. Pulled together latest inspection reports with recommendations for the structure, underwater piers and lift. Meeting scheduled for Sept. 22.*
- *Will be taking training related to Emergency Preparedness and Safety Management as part of Emergency Operations Planning.*
- *Developing concepts for public relations/Centennial celebration activities in coming year.*
- *Monitoring North Apron MOU progress.*
- *Monitoring water leaks resulting in high bill; meter turned off along Marina Green.*
- *Received comments about the volume of traffic last Saturday on bridge. Appears that the brief closures (two 10-minute closures to get paint crew under bridge) were not the cause. With the WAAM Fly In, Huckleberry Fest and great weather with lots of cash payments, there was just a lot of traffic in town causing back ups.*
- *There will be a 10 minute closure this coming Saturday at 7am and then a 10 minute closure around 1:00-1:30pm. Painting should conclude this weekend.*

- *Wes Cochran, EDA Regional Administrator, will be in gorge in early October and is interested in touring our airport. EDA has provided funding for airports in past, so this could be an opportunity for alternate funding.*

#### **SPECIAL PROJECTS/COMMUNICATIONS/H.R. – GENEVIEVE SCHOLL-ERDMAN**

- *Continuing work on Public Relations RFP discussion – determined current FAA grant funding would not provide funding as it wasn't an approved project line item.*
- *Continuing work on Employee Handbook update – reviewing required new policy inclusions such as Paid Leave Oregon, Breastfeeding Breaks, and others.*
- *Working to correct problems caused by Blue Mountain Networks "email harvest" server change that caused the Port's general email [porthr@gorge.net](mailto:porthr@gorge.net) to be deactivated. Resetting passwords and server settings in new system to bring back.*
- *Hourly paid parking receipts for the year are at \$178,969.64 in 26,588 transactions. Last week's receipts were \$7,492.06 with Hook being the busiest area with 398 transactions.*
- *Thus far for the year, a total of 1528 parking tickets were issued, totaling \$57,145 in total fines. Most of the tickets were issued for non-payment violations. Of these, 216 were dismissed with disputes granted, 5 for equipment malfunction, and 15 for officer error. 89 tickets were dismissed due to customer having problems with the mobile payment options and being allowed to pay instead for the time they were parked rather than the full ticket price as a courtesy (first violation only). 79% of all parking tickets were paid or in process.*
- *Columbia Gorge News ran corrected toll increase article on the front page 9/6.*
- *Commissioner Bieker attended an SDAO Board training in Boardman on 9/13, helping the Port secure its discount on our annual SDIS Insurance premium.*
- *Published job posting for Facilities Maintenance Worker Grade 2 job and placed classified ad – there are 3 openings for this position to fill.*
- *Wrote Letter of Support for Visit Hood River grant application to Travel Oregon for large wayfinding signage project.*
- *Determined Security Patrol worker job creation requires Executive Manager DPSST certification for ED – working to sign up Kevin for this training to occur in next couple of weeks.*
- *Finished computer/email/Planner set up for new Facilities Manager, Adam Busch.*
- *Fielded requests for memorial park bench adoptions and worked to complete adoption of bench near Maritime building.*
- *Fielded complaints about traffic backups on Saturday, Sept. 9 that resulted from higher than usual cash toll traffic.*
- *Staff/Commission web site pictures updated.*
- *Executive Director performance evaluation survey distributed. Deadline for responses is Friday, September 22.*

#### **LAND DEVELOPMENT / PROPERTY MANAGEMENT – GREG HAGBERY**

- *Received and reviewed all submitted proposals for the Lower Mill Wetland Mitigation and Site Grading project. Commissioners will receive a memo and recommendation from staff to proceed with a contract award to the lowest bidder in this week's meeting agenda.*

- *Reviewed and discussed draft Financial Feasibility Analysis and Deal Assessment for the Lower Mill Market Analysis with EconNW. Provided comments on the presentation for the Commission at the upcoming meeting. A copy of the slides and staff memo can be found in this week's packet.*
- *The large metal object (old turbine) at the Lower Mill site was scheduled to be removed on Wednesday 9/13. The crane that was intended to lift the object, rated for 12,000lbs, was unable to budge it. A larger crane will be brought on-site in the next two weeks.*
- *Conducted a process review of the Anchor Way & 1<sup>st</sup> Street project with KPFF. Discussed initial traffic count data and methodology of future projections. Also discussed Commission presentation that KPFF will provide at the 10/17 meeting.*
- *Negotiations continue with tenants on lease extensions and rate increases. Some of the Port facilities are old and/or have access considerations, which makes it difficult to impose a competitive rate compared to lease options available in newer facilities that are not owned by the Port.*

#### **AIRPORT MANAGEMENT – GREG HAGBERY**

- *Continued development of the North Apron MOU with outside legal counsel. Incorporated FAA Assurances requirements for development to ensure the Port and developer is maintaining those standards.*
- *Coordinated with PAE on schedule for Mascott to return to Fuel Tank to power up point-of-sale system and diagnostic check on system. Once completed, can proceed with soak test.*
- *Corresponded with Ecological Land Services on schedule for plant procurement and installation for Airport wetland mitigation project. The intention is to install plants during wetter weather but prior to first freeze. Schedule will remain flexible to coincide with weather conditions.*
- *The FBO report for August is attached.*

#### **FINANCE – DEBBIE SMITH-WAGAR**

- *The contract to move forward with Tyler Technologies ERP Pro software is included on the consent calendar. The Finance Department is assessing staffing needs to make sure we have sufficient depth to have a successful implementation.*
- *The auditors conducted fieldwork last week (September 11<sup>th</sup> through the 15<sup>th</sup>). There are a few requests to follow up on, but overall the fieldwork seemed to go well. They conducted the audit remotely, so no one was on site. We are on track to have the annual financial report released in October.*
- *We are assessing our existing hardware to see if we can use it to identify vehicles that are going over the speed limit on the bridge. We have cameras and RADAR equipment, but we need to be sure that we are identifying the correct vehicles that are speeding. We will also need to be able to access the DMV files in order to get addresses for warnings.*

#### **FACILITIES – RYAN KLAPPRICH**

- *Flagging for pipeline painting crew, should be done this week.*

- *Sign change over at event site (no kite launching).*
- *Backflow testing in buildings.*
- *Hanel Mill gravel pile moved out of the contractor's way.*
- *Burn pile moved to other location for contractor.*
- *Extra concrete and asphalt at Hanel being removed Thursday.*
- *Big 7 tenant space repaint 95% complete.*
- *Summer help starting to go back to school, changed schedule with remaining to keep bathrooms open until the 15<sup>th</sup> of October.*
- *Airport fuel tank 98% complete, waiting on asphalt.*
- *Boat moorage cleat replacement and repair.*
- *Underwater Pier project moved to pier 8 and pumping grout.*
- *Wire rope jacking equipment onsite.*
- *Metal turbine at Hanel was unable to be lifted by six ton crane; interested party will be obtaining heavier crane and return.*
- *Crane for HVAC at Pfriem building (replace compressor on roof top).*
- *Removed homeless camp at Big 7.*
- *Meeting with county and museum about irrigation.*

#### **RECREATION/MARINA – DARYL STAFFORD, WATERFRONT MANAGER**

- *Participated in Department of State Land Abandoned and Derelict Vessel Workgroup Session.*
- *Met with 2 separate individuals seeking waterfront concession permits.*
- *Met with an individual who is interested in purchasing the boathouse that is for sale in the Marina in order to secure a 30' and over slip versus working his way up the waitlist.*
- *The Event Site kite launch is now open for the off season.*
- *The next big events on the Waterfront are Harvest Fest October 13-15 (estimated 10,000 participants) and the Columbia Gorge Marathon October 22 (estimated 1,500 participants).*
- *Received 2 new event permit requests. The OSMB would like to set up a tent at Frog Beach during Harvest Fest to promote water safety and give away youth life jackets. Parks and Rec would like to utilize the Marina Green weekly over the span of the next few months for an adult kickball league.*
- *Met with AWSI Director and tradeshow distributors seeking feedback regarding the event. This year was such a success that they are seeking to expand their footprint because they have outgrown their space. They are interested in adding booths at Waterfront Park and Frog Beach for the future.*

*-###-*



Port of Hood River  
**2023 Fall Planning Work Session**  
November XX, 2023; 1:00PM – 5:00PM  
1000 E. Port Marina Drive

**AGENDA**

- I. Welcome & Introduction** (*Kristi Chapman, President*) (5 min.)
- II. Meeting Overview** (*Kevin Greenwood, Executive Director*) (10 min.)
- a. *Reviewing Commission Goals*
  - b. *Sustainability Goals*
- III. Current Financial Overview** (*Debbie Smith-Wagar, Finance Director*) (40 min.)
- Review Port financial policies and current/projected financial conditions.  
Orientation to organization of 10-Yr. Financial Model.*
- IV. Long-Term Fiscal Sustainability** (90 min.)
- (*Kevin Greenwood, Executive Director*)
- a. *Use of Toll Revenue – status from Spring Planning*
  - b. *Metrics and Management Process Steps – status since Spring Planning*
  - c. *Fees, Charges, Rates – status since Spring Planning*
  - d. *Capital Improvement Lists – status since Spring Planning*
  - e. *Waterfront Parks and Recreation – funding options*
  - f. *Property Development – timeline for revenue generation*
- **BREAK** -----
- V. Key Issues for FY 2023-24** (240 min.)
- Discuss specific issues that may impact on the FY 23/24 budget. Managers will summarize each topic and seek Commission discussion and direction.*
- a. *Marina* (*Daryl Stafford*)
  - b. *Airport* (*Greg Hagbery*)
    - *North Apron Development*
  - c. *Waterfront Recreation* (*Daryl Stafford*)
  - d. *Developable Land* (*Greg Hagbery*)
    - *Lower Mill*
    - *New Administration Building*
    - *Lot 1 Improvements*
  - e. *Existing Buildings* (*Greg Hagbery*)
  - f. *Existing Bridge* (*Kevin Greenwood*)
  - g. *Bridge Replacement* (*Mike Shannon*)
  - h. *Administration and Central Services*
    - *Public Relations/Communications* (*Genevieve*)
    - *New Accounting Fund Set-up* (*Debbie*)

**VI. Other**

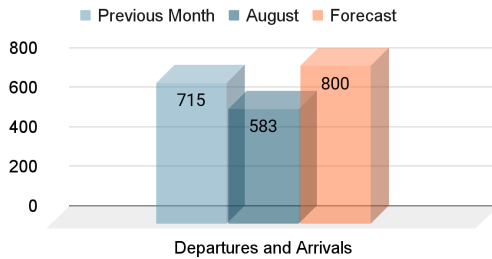
Adjourn Work Session and Open Regular Session

DRAFT

**Airport Activity:**

Airport activity decreased in August. Anticipated increase in September, especially with the WAAAM Fly-In.

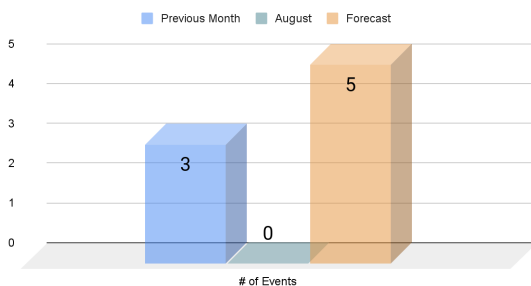
Aircraft Operations



**Night Flights:**

No night flights flown in August. No large events are scheduled for September. Anticipate a normal volume of night flights for September.

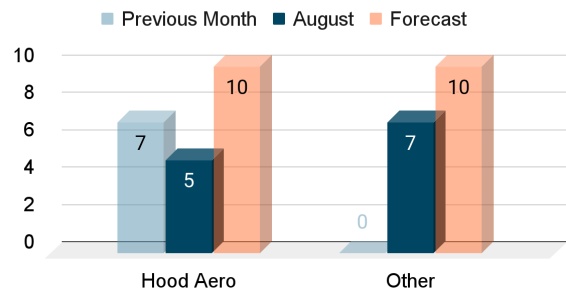
Night Events



**Flight Training:** Hood Aero conducted 5 training events in August with an anticipated increase in September. Local CFI's, not affiliated with the FBO, flew 7 training events with an anticipated increase in September. All training events

were primary flight training.

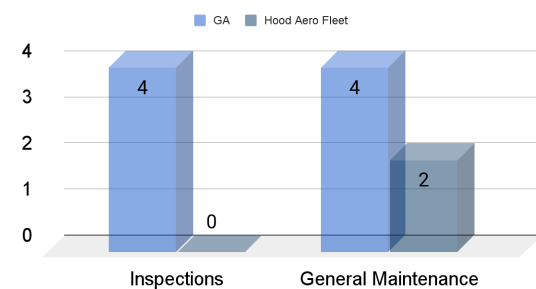
Flight Training Events



**Maintenance Activity:**

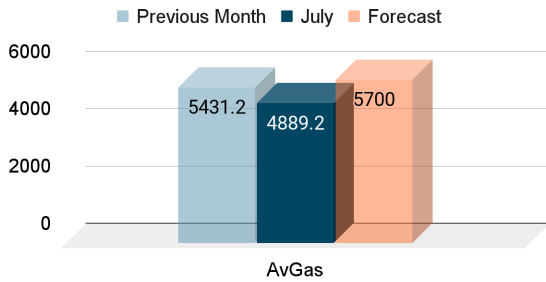
August was a busy month for the maintenance team. Most of the work completed was for non-fleet aircraft. The maintenance department is seeing an uptick in local maintenance activities and anticipates this trend to continue.

Maintenance Events



**Fuel Sales:** Fuel sales showed a slight dip from what was projected for August. Anticipate a spike in sales next month due to the WAAAM Fly-In.

Fuel Sales (Gallons)



Fuel Flowage Fees:

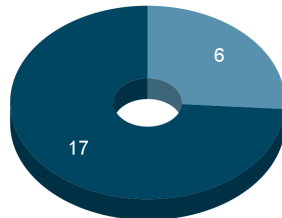
New fuel tank is awaiting a soak test.

Tie Down Activity:

- 23 total spots.
- 74% utilization for August averaged.
- \$0.00 collected in August.

Tie Down Utilization

- Available Tie Downs
- Rented Tie Downs Long Term



Noise Feedback:

No noise complaints taken by the FBO in August. One complaint logged on the Port website.

Pilot Feedback:

No pilot feedback provided for 4S2 during August.

Airport Surfaces:

	Condition	Notes.
Rwy 7/25		
Grass Strip		
N. Ramp		
S. Ramp		
S. Gravel		
Taxiways		

Facilities:

	Condition	Notes.
N. Hangars		
S. Hangars		
FBO		
MX Hangar		
Ops Hangar		
Collins Hangar		
Blue Hangar		

Lighting:

- No issues noted with airport

Other:

- No other issues noted.

# Commission Memo



Prepared by: Greg Hagbery  
Date: September 19, 2023  
Re: Lower Mill Wetland Mitigation and Site Grading

Tax Lot 902 at the Lower Mill previously had a Department of State Lands (DSL) Permit (No. 60720-RF) which required the Port to mitigate the on-site wetland. The DSL permit had a limited number of renewal options. Due to the Pandemic the Port was forced to use all the renewal options and had to perform the work described in the Permit in 2022.

At the April 5, 2022, meeting, staff requested from the Commission and received approval to contract HRK Engineering to produce the necessary surveys, update grading plans, produce technical specifications, develop contract documents and bid forms, as well as provide project management & construction inspections, needed to complete the wetland infill project. Unfortunately, the engineers' estimate received at that time came back more than double the amount that was previously budgeted for the project.

Port Facilities staff took on the task of performing the required site work included in the permit before it expired. This effort allowed the Port to effectively close out the DSL permit and simultaneously saved the Port a significant amount of money.

Given the limited excavation experience and equipment of Port Facilities staff, it was then determined that a professional excavation company would be necessary to complete the remaining improvements and grade the site. Staff solicited an Invitation to Bid (ITB) on OregonBuys.gov and received five competitive bids.

Name	Address	Proposal
Beam Excavating	1535 Osprey Dr., Hood River, OR 97031	\$329,070.00
BCI Contracting, Inc	PO Box 231147, Tigard, OR 97281	\$354,554.20
Black Diamond Homes, Inc	26375 SW Mountain Rd., West Linn, OR 97068	\$459,097.54
James Dean Construction, Inc	579 Highway 141, White Salmon, WA 98672	\$246,460.50
Lyda Excavating, Inc.	PO Box 365 Banks, OR 97106	\$255,970.00

James Dean Construction, Inc submitted the lowest cost proposal at \$246,460.50, which is \$3,539.50 under the \$250K approved in the 2023-2024 Budget for this project.

**RECOMMENDATION:** Approve contract with James Dean Construction, Inc for the Lower Mill Wetland Mitigation and Site Grading project, not to exceed \$246, 460.50, subject to legal review.

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**PORT OF HOOD RIVER  
PUBLIC IMPROVEMENT CONTRACT**

This Contract, entered into between the PORT OF HOOD RIVER, an Oregon municipal corporation, ("PORT") and James Dean Construction, Inc ("CONTRACTOR"), shall become effective when this Contract has been signed by both parties and the Port has issued to CONTRACTOR a Notice to Proceed with the Work.

**WITNESSETH:**

**WHEREAS**, CONTRACTOR, having examined the work site and become familiar and satisfied with conditions, has submitted an acceptable bid to perform excavation and mitigation of a wetland area of approximately 42,000 square feet at the Lower Hanel Mill located at 3301 Neal Creek Mill Road in Odell, Oregon 97031 ("Work"); and,

**WHEREAS**, the parties hereto desire that this Contract be undertaken and completed on the terms and conditions as hereafter set forth;

**THEREFORE, IT IS AGREED AS FOLLOWS:**

**TERMS OF PERFORMANCE**

CONTRACTOR agrees to perform the described Work and provide all machinery, tools, apparatus, materials, equipment, labor, and other means of construction necessary to complete the Work at the designated location in accordance with all terms specified in the Contract Documents, which by this reference are incorporated herein, including the following:

- A) Invitation to Bid
- B) Bidding Instructions
- C) First-Tier Subcontractor Disclosure Form
- D) Bid Form/Bid Schedule
- E) Bid Bond
- F) Performance Bond
- G) Payment Bond
- H) Certificate of Insurance
- I) General Conditions of Public Works Contracts
- J) Notice of Intent to Award
- K) Notice to Proceed
- L) Payment of Prevailing Wages Rates
- M) Drawings prepared for/or issued by PORT
- N) Specifications prepared for/or issued by PORT
- O) All affidavits and certifications submitted by CONTRACTOR as part of CONTRACTOR's Bid Documents, which affidavits and certifications CONTRACTOR agrees will remain effective throughout the term of this Contract.

**CONTRACT PRICE:**

Subject to the provisions of all Contract Documents and in consideration of the faithful performance of the terms and conditions thereof by the CONTRACTOR, PORT agrees to pay CONTRACTOR **\$246,460.50**, in the manner provided in the Contract Documents.

**CONTRACT DATES:**

- 1) Project Start Date: September 20, 2023
- 2) Anticipated Final Completion Date: November 30, 2023
- 3) Final Completion: 71 total project working days.

**AUTHORIZED REPRESENTATIVES**

Unless otherwise specified in the Contract Documents, the Port designates Kevin Greenwood as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters relating to performance, payment, authorization, and to carry out the responsibilities of the Port. Kevin Greenwood’s contact phone is (541) 386-1138 and email is [kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com). Contractor designates Jeffery J. Dean, its Vice President, as its Authorized Representative to act on its behalf. Jeffery Dean’s contact phone is 509-493-8417 and email is [jeff.dean@jamesdeanconstruction.com](mailto:jeff.dean@jamesdeanconstruction.com).

**INTEGRATION**

The Contract Documents and this Contract constitute the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless recorded and provided in writing and signed by Authorized Representatives of both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. CONTRACTOR, by the signature below of its authorized representative, hereby acknowledges that it has read this entire Contract, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Contract on \_\_\_\_\_.

**JAMES DEAN CONSTRUCTION INC.**

**PORT OF HOOD RIVER**

By Jeffery J. Dean

By Kevin M. Greenwood

Its Vice President

Its Executive Director



**PART 4**  
**BID PROPOSAL**

**DATE: August 24, 2023**

**PORT OF HOOD RIVER  
1000 E. PORT MARINA DRIVE  
HOOD RIVER, OREGON 97031**

**PRICE SUBMITTAL:**

The Undersigned proposes and agrees, if this Bid is accepted, to enter into an agreement with the Port of Hood River to furnish all Work as specified or indicated herein for the ITB indicated and within the schedule indicated in the Invitation to Bid. Bidder has familiarized itself with the Work and has visited and inspected the site and is familiar with all the field conditions, legal requirements (federal, state, and local laws, ordinances, rules and regulations), and conditions affecting cost, progress and performance of work, and has made such independent investigations as Bidder deems necessary. Bidder has given the Port written notice of all conflicts, errors, and/or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the Port is acceptable to Bidder.

**BASE BID: Lower Mill Wetland Mitigation and Site Grading**

FOR THE LUMP SUM OF: \$ Two hundred Forty-Six Thousand Four Hundred Sixty and 50/100 . ( \$246,460.50 )

**CHANGES TO THE WORK**

- A. If adjustments to the work occur, the Bid Sheet will be used for the basis of cost adjustment. If quantities are adjusted by more than 25%, equitable overhead factor may be applied.

**BID ALTERNATES:**

The Undersigned agrees, if awarded the Contract, to complete this work not later than:

November 30, 2023.


Company: James Dean Construction, Inc. Telephone: 509-493-8417

Company Address: 579 Highway 141, White Salmon, WA 98672

Email: jeff.dean@jamesdeanconstruction.com Fax: 509-493-8414

Construction Contractors Board Number 65960 Expiration Date 4/30/2025

I attest that I have the authority to commit the firm named above to this Bid amount and acknowledge that the firm meets the qualifications necessary to perform this work as outlined in the Invitation to Bid. I understand that I will be required to provide necessary information to verify that the firm meets these qualifications if selected for the Contract.

By:  Jeffrey J. Dean; Vice- President 9/11/2023

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Signature / Name & Title / Date

## BID SHEET

Specification	Item Description	Unit	Quantity	Unit Cost	Bid Item Total
00210	DIVISION 01 - GENERAL REQUIREMENTS				
	Mobilization / Demobilization	LS	1	\$ 10,000.00	\$ 10,000.00
00280	DIVISION 02 – EROSION & SEDIMENT CONTROL				
	Furnish and Place – Silt Fence	FOOT	1,160	\$ 2.50	\$ 2,900.00
	Furnish and Place – Inlet Protection / Straw Bale Barrier	EACH	50	\$ 30.00	\$ 1,500.00
	Furnish and Place – Gravel Entrance	EACH	1	\$ 1,200.00	\$ 1,200.00
	Furnish and Place – Wattle	FOOT	120	\$ 8.50	\$ 1,020.00
00320, 00330	DIVISION 03 – EARTHWORK				
	Excavation – Topsoil to Stockpile	CY	1,500	\$ 6.75	\$ 10,125.00
	Excavation – Unsuitable Soils to Stockpile	CY	1,600	\$ 6.75	\$ 10,800.00
	Import and Place Structural Fill – 3" minus Crushed Rock	CY	3,200	\$ 50.00	\$ 160,000.00
	Place Crushed Concrete and Soil Material	CY	1,300	\$ 4.00	\$ 5,200.00
	Furnish and Place – General Grading Entire Site	HR	16	\$ 235.00	\$ 3,760.00
00300	DIVISION 04 – CONSTRUCTION				
	Furnish and Place – Ditch Inlet	EACH	1	\$ 4,800.00	\$ 4,800.00
	Furnish and Place – Rip Rap Class 50	SF	200	\$ 7.50	\$ 1,500.00
	Furnish and Place – Non-Woven 16oz Geotextile	SF	45,000	\$ 0.25	\$ 11,250.00
Subtotal					\$ 224,055.00
10% Contingency					\$ 22,405.50
<b>WRITTEN BID TOTAL:</b>					<b>\$ 246,460.50</b>

## CONTRACTOR REGISTRATION FORM

## CONTRACTOR REGISTRATION FORM

Contractor Name	James Dean Construction, Inc.
Address	579 Highway 141
Address	
City, State, Zip	White Salmon, WA 98672
Phone	509-493-8417
Fax	509-493-8414
Email	jeff.dean@jamesdeanconstruction.com
Registration Number	65960
Contact	Jeff Dean
Phone	509-493-8417

This Bid must be signed in ink by an authorized representative of the Bidder; any alterations or erasures to the Bid must be initialed in ink by the undersigned authorized representative.

**1. CCB Requirements**

All Bidders shall be licensed with the State of Oregon Contractors Board (CCB) prior to bidding on Public Improvement Contracts. Failure to comply with this requirement shall result in Bid Rejection.

All subcontractors participating in the project shall be similarly registered with the State of Oregon Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

**Construction Contractors Board Number:** 65960  
**Expiration Date:** 4/30/2025

**2. Asbestos Abatement Licensing Requirements**

An asbestos abatement license under ORS 468A.720 will not be required of the Contractor or its subcontractors.

**3. Joint Venture/Partnership Disclosure**

The Undersigned has authority on behalf of the following entity and is (check one of the following and insert information requested):

- a. A corporation organized and existing under the laws of the State of Washington; or
- b. A partnership/joint venture registered under the laws of the State of \_\_\_\_\_;  
 If yes, name of the contact person for the partnership/joint venture \_\_\_\_\_; or
- c. A limited liability corporation (LLC) or limited liability partnership (LLP) under the laws of the State of \_\_\_\_\_; or
- d. An individual doing business under an assumed name registered under the laws of the State of \_\_\_\_\_.

**4. Responsibility Inquiry/ Contractor References**

(Provide (3) related project references and contact information)

**5. Recycled Products**

Bidder will comply with the recycled products provision in the Invitation to Bid in accordance with ORS 279A.125. Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work as set forth in this document.

**6. Residency Information**

Bidder is a  Resident Bidder ( ) Non-resident Bidder

If a Resident Bidder, enter your Oregon business address:

112 W 4th Street  
The Dalles, OR 97058

If a Non-resident Bidder, enter State of residency: \_\_\_\_\_

**7. Compliance with Tax Laws**

By my signature, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

**8. Certification of Drug-Testing Law Requirements**

By my signature, I certify that Contractor shall demonstrate that an employee drug testing program is in place.

**9. Certification of Compliance with Non-Discrimination Laws**

By my signature, I hereby attest or affirm under penalty of perjury: that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge, the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws.

**11. Signature of Bidder's Duly Authorized Representative**

The Bid must be signed in ink by an authorized Representative of the Bidder. Any alterations or erasures to the bid must be initialed in ink by the undersigned authorized representative.

The undersigned acknowledges, attests and certifies individually and on behalf of the Bidder that:

1. He/She is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addendum or Addenda, if any, issued.
2. Bidder, acting through its authorized representatives, has read and understands all Bid instructions, specifications, plans, terms and conditions contained in this Bid document, including all attachments, exhibits, and Addenda, if any, issued.
3. The Bid submitted is in response to the specific language contained in the Invitation to Bid, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the Invitation to Bid, or (b) any previously issued Invitation to Bid, if any.
4. The Owner shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all the requirements of the Invitation to Bid.

5. The Owner shall not be liable for any expenses incurred by Bidder in preparing and submitting its Bid or in participating in the Bid evaluation/selection process.
6. The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates and payment of a fee to BOLI.
7. The Bid was (1) prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid designed to limit independent bidding or competition; and (2) the contents of this Bid have not been communicated by the Undersigned or its employees or agents to any person not an employee or agent of the Undersigned or its surety on any bond furnished with the Bid and will not be communicated to such person prior to the official opening of the Bids.
8. Bidder is bound by and will comply with all requirements, specifications, plans, terms and conditions contained this Bid, including all attachments, exhibits and Addendum or Addenda, if any, issued.
9. Bidder will furnish the designated items and/or services in accordance with the Bid specifications, plans, and requirements, and will comply in all respects with the terms of the resulting Contract upon award.  
Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.
10. All affirmations and certifications contained in sections 6,7,8,9 and 10 are true and correct.

Authorized Signature Jeff Dean Title Vice-President

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FEIN ID # or SSN # 91-1396797

Contact Person: Jeff Dean

Telephone Number (509) 493-8417 Fax 509 493-8414

## FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

**Project Name** Lower Mill Wetland Mitigation and Site Grading

**Bid Opening Date** September 11 , 2023

**Name of Bidding Contractor** James Dean Construction, Inc.

**Email Address** jeff.dean@jamesdeanconstruction.com

CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OF IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS (SEE INSTRUCTIONS).

### FIRST-TIER SUBCONTRACTORS

<b>Firm Name</b> <p style="text-align: center; color: blue; font-size: 1.2em;">None</p>	<b>Dollar Amount</b>
<b>Category of Work</b>	

<b>Firm Name</b>	<b>Dollar Amount</b>
<b>Category of Work</b>	

<b>Firm Name</b>	<b>Dollar Amount</b>
<b>Category of Work</b>	

<b>Firm Name</b>	<b>Dollar Amount</b>
<b>Category of Work</b>	

<b>Firm Name</b>	<b>Dollar Amount</b>
<b>Category of Work</b>	



**PART 5**

**BID BOND FORM**

**Project Name: Lower Mill Wetland Mitigation and Site Grading**

We, James Dean Construction, Inc., as "Principal,"  
(Name of Principal)

And Travelers Casualty and Surety Company of America, an CT Corporation,  
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Port of Hood River ("Obligee") the sum of (\$ 10% of the total amount of the Bid)  
Ten percent of the total amount of the Bid dollars.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Obligee its good and sufficient performance and payment bonds required by Obligee, as well as any required proof of insurance, within the time fixed by Obligee, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 6th day of September, 2023.

**PRINCIPAL:** James Dean Construction, Inc. **SURETY:** Travelers Casualty and Surety Company of America

By [Signature]  
Signature

BY ATTORNEY-IN-FACT:

Vice-President  
Official Capacity

Kenneth J. Frick, OR Lic.#683264, Attorney-in-Fact  
Name

Attest: [Signature]  
Corporation Secretary

[Signature]  
Signature

112 South Fourth Street  
Address

Yakima WA 98901  
City State Zip

509-248-3515 509-248-3673  
Phone Fax



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kenneth J Frick** of **YAKIMA**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **September**, **2023**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



## EXPERIENCE ATTACHMENT

	Name and Address of Owner	Name of Project	Description	Contract Amount	Date of Completion (if Completed)
1	City of Redmond 411 SW 9th Street Redmond, OR 97756 Corey Kesler ckesler@m-m.ent Phone: (541) 923-7710 Fax: (541) 548-0706	Parking Lot Expansion Project	Parking Lot 500' storm drain in solid rock	\$2,522,063.25	Jun-20
2	Klickitat County Road Department 228 West Main Street, MS-CH-19 Goldendale, WA 98620 Don Bellamy: donb@klickitatcounty.org Phone: 509-773-4616 Fax: 509-773-5713	Courtney Road	Improvement of 4.32 Miles of Courtney Road	\$6,613,789.14	Jul-23
3	Port of Hood River 1000 E. Port Marina Drive Hood River, OR 97031 John Mann: jmann@portofhoodriver.com Phone: 541-386-1645 Fax: 541-386-1395	Portway Stormwater Pipeline	Install Sewer Pipeline	\$282,912.86	Feb-23



**ADDENDUM No. 1**

**Port of Hood River  
Lower Mill Wetland Mitigation and Site Grading  
Wednesday, August 30, 2023**

This Solicitation Addendum modifies the Bid Document(s) only to the extent indicated herein. All other areas not specifically mentioned or affected by this Solicitation Addendum shall remain in full force. This Solicitation Addendum shall be added as a part of the Original Bidding Document.

This Solicitation Addendum must be acknowledged by inserting a signed acknowledgement of the document with submitted proposal. Failure to do so may result in rejection of Bid.

=====

**Addendum No. 1;**

- The schedule for bid submittal has been revised. ON page 3 of the ITB the date for Bids Due is shown as September 21, 2023, 3:00 PM PST. This date has been changed to September 11, 2023, 3:00 PM PST.
- An updated Bid Tabulation has been provided. While this project remains a Prevailing Wage project, this update removes the 30% Prevailing Wage line item from the Bid Tabulation. Contractors have been duly informed that this is a Prevailing Wage project and should develop their bid appropriately.

Greg Hagbery  
Land Development, Airport and Property Manager  
Port of Hood River  
[ghagbery@portofhoodriver.com](mailto:ghagbery@portofhoodriver.com)



**ADDENDUM No. 2**

**Port of Hood River  
Lower Mill Wetland Mitigation and Site Grading  
Wednesday, September 1, 2023**

This Solicitation Addendum modifies the Bid Document(s) only to the extent indicated herein. All other areas not specifically mentioned or affected by this Solicitation Addendum shall remain in full force. This Solicitation Addendum shall be added as a part of the Original Bidding Document.

This Solicitation Addendum must be acknowledged by inserting a signed acknowledgement of the document with submitted proposal. Failure to do so may result in rejection of Bid.

=====

**Addendum No. 2;**

- An inaccurate quantity for geotextile fabric was noted on the Bid Tabulation to be installed per the project plans. The previous tabulation showed 4,500 sf of fabric required. The correct quantity of geotextile fabric is 45,000 sf.

Greg Hagbery  
Land Development, Airport and Property Manager  
Port of Hood River  
[ghagbery@portofhoodriver.com](mailto:ghagbery@portofhoodriver.com)

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