



**PORT OF HOOD RIVER COMMISSION**  
**AGENDA**  
**Tuesday, October 6, 2020**  
**Via Remote Video Conference, Marina Center Boardroom**

---

**5:00 P.M.**  
**Regular Session**

1. Call to Order
  - a. Modifications, Additions to Agenda
  - b. Public Comment
  
2. Consent Agenda
  - a. Approve Minutes of the September 1, 2020 Regular Session (*Maria Diaz, Page 3*)
  - b. Approve Change Order No. 2 with Competitive Commercial Roofing, Inc. for Big 7 Reroof Project Not to Exceed \$2,575 (*Anne Medenbach, Page 9*)
  - c. Authorize Contract with Flowing Solutions, Inc. for Engineering Services at the Marina Jetty Not to Exceed \$8,500 (*Daryl Stafford, Page 13*)
  - d. Authorize Contract with Flowing Solutions, Inc. for Engineering Services at the Marina Boat Launch Not to Exceed \$9,000 (*Daryl Stafford, Page 19*)
  - e. Approve Contract with Coffman Engineering for Bridge Floorbeam Structural Analysis Not to Exceed \$6,000 (*John Mann, Page 25*)
  - f. Approve Hood River County Multi-Jurisdictional Parks & Recreation Master Plan (*Michael McElwee, Page 33*)
  
3. Informational Reports – None.
  
4. Presentations & Discussion Items
  - a. Bridge Replacement Project Update (*Kevin Greenwood, Page 35*)
    1. BUILD Grant Award Report
  - b. Lower Mill Conceptual Design Discussion (*Anne Medenbach, Page 55*)
  
5. Executive Director Report (*Michael McElwee, Page 63*)
  
6. Commissioner, Committee Reports
  - a. Airport Advisory Committee – Everitt, Streich
  - b. Tolling Committee – Everitt (*Page 75*)
  
7. Action Items
  - a. Approve Task Order No. 6 with PSquare for Electronic Tolling System Payment Card Interface and Reporting Enhancements Not to Exceed \$50,000 (*Fred Kowell, Page 77*)
  - b. Authorize Purchase Agreement with Marina Controllers for Marina Management Software Not to Exceed \$11,879 (*Daryl Stafford, Page 83*)
  - c. Approve Amendment No. 2 to Contract with Coffman Engineering for Approach Ramp Analysis & Capital Project Planning Not to Exceed \$50,533 (*Michael McElwee, Page 99*)
  - d. Authorize Application to COAR Grant for AV Gas Tank at Airport (*Anne Medenbach, Page 109*)
  - e. Authorize Waterfront Food Concessionaire Lease Agreements for 2021-2026 (*Daryl Stafford, Page 113*)
  - f. Authorize Waterfront School & Rental Concessionaire Lease Agreements for 2021-2026 (*Daryl Stafford, Page 121*)
  
8. Commission Call

---

9. Executive Session under ORS 192.660(2)(e) real estate negotiations and ORS 192.660(2)(h) to consult with counsel on current litigation or litigation likely to be filed.
  
10. Possible Action
  
11. Adjourn

If you have a disability that requires any special materials, services, or assistance, please contact us at 541,386,1645 so we may arrange for appropriate accommodations.

*The chair reserves the opportunity to change the order of the items if unforeseen circumstances arise. The Commission welcomes public comment on issues not on the agenda during the public comment period. With the exception of factual questions, the Commission does not immediately discuss issues raised during public comment. The Commission will either refer concerns raised during public comment to the Executive Director for a response or will request that the issue be placed on a future meeting agenda. People distributing copies of materials as part of their testimony should bring **10 copies**. Written comment on issues of concern may be submitted to the Port Office at any time.*

*Port of Hood River Commission  
 Meeting Minutes of September 1, 2020 Regular Session  
 Via Remote Video Conference and Marina Center Boardroom  
 5:00 p.m.*

---

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

---

**5:00 p.m.  
 Regular Session**

**Present:** Commissioners John Everitt, Kristi Chapman, Hoby Streich, David Meriwether, and Ben Sheppard; Legal counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Kevin Greenwood, Genevieve Scholl, Anne Medenbach, and Daryl Stafford.

**Absent:** None  
**Media:** None

1. **CALL TO ORDER:** President John Everitt called the regular session to order at 5:02 p.m.
  - a. **Modification or additions to agenda:**
    - 1) Move Items (c) (d) and (e) from Consent to Action Items.
    - 2) Change date on Action item (a)
  - b. **Election of Officers:** The Commission made and accepted nominations and elected officers for FY 2020-21.

- Motion:** Approve election of officers for 2020-21:
- 1) **John Everitt - President**
  - 2) **Ben Sheppard - Vice President**
  - 3) **Kristi Chapman - Treasure**
  - 4) **Secretary - David Meriwether**

**Move:** Streich  
**Second:** Meriwether  
**Discussion:** None  
**Vote:** Unanimous

**Committee Assignments Discussion:** Staff will add to the Committee Chart the Hood River Energy Council as a committee assignment and add Commissioner Chapman to that committee as an alternate to Commissioner Meriwether. Staff will also add a new Tolling Committee to the matrix. Any other changes should be communicated with President Everitt and the Commission will review the full matrix for approval at the next meeting.

- c. **Public Comment:** None.
2. **CONSENT AGENDA:**
    - a. Approve Minutes of the August 11, 2020, Regular Session
    - b. Approve Amendment No. 1 to Lease with GorgeNet in the Big 7 Building

**Motion:** Move to Approve the Amended Consent Agenda  
**Move:** Meriwether  
**Second:** Chapman  
**Discussion:** None

**Vote:** Unanimous

**3. PRESENTATIONS AND DISCUSSION ITEMS:**

- a. **Bridge Pier Assessment Report:** Michael McElwee noted Harvey Coffman with Coffman Engineering would present a summary and recommendations for the issues related to bridge pier spalling and concrete degradation near the mud line from the fall 2019 inspection. Coffman reviewed the existing bridge inspection reports and highlighted the bridge’s complicated construction and designs. Coffman noted his assessment of the condition of the piers to be "fair" with expected deterioration. Coffman recommends the Port develop a plan to monitor piers concisely in ways that would enhance reports to identify concrete damage, the elevation of the river bottom, riprap, and if the footings are exposed. Coffman recommended a scour evaluation and noted the inspection reports were thorough and provided enough detail for federal regulations.
  
- b. **Unaudited Preliminary Financial Report for the 12 Months Ending June 30, 2020:** Kowell presented the financial report, focusing on bridge traffic volumes. IN spite of the COVID-19 pandemic, traffic indicates not much of a negative revenue impact by the end of June and is slowly getting back to normality. Kowell reported that in Expenditures, Materials and Services are lower than the predicted budget due mostly to COVID-19. Kowell reported revenues lower than the predicted budget due to the Coronavirus's impact and highlighted traffic revenues down by 15%; however, traffic counts starting to increase to levels close to prior years. The revenues for industrial properties are on track for budget, with some properties showing slightly lower revenues. Kowell noted the Waterfront street parking underperformed concerning Concessions and Events due to cancellation and deferment of both. Kowell reported Marina and Airport revenues are on track. Kowell reported overall; the actual expenditures are below budget across all Asset Centers and all Cost Categories.

**4. INFORMATIONAL REPORTS: Accepted.**

- a. Bridge Preplacement Project Update
- b. East Side Hangar Design Review
- c. Airport Fuel Farm
- d. Draft FY20-21 Executive Director Work Plan

**5. EXECUTIVE DIRECTOR REPORT:** McElwee reported the Hood River Lions Club Eye Openers’ interest in a New Year's Eve Fireworks Show and sought input from the Commission. The Commission in favor of firework display. McElwee noted Sarah Kellum of Hood River Shelter Service is seeking a partnership to identify a potential location for this winter's Warming Shelter, as all congregate shelter facilities would be non-compliant with COVID restrictions. Commissioners requested more information regarding users and other historical information. McElwee suggested inviting Kellum for a presentation and Commissioner Streich requested that inform nearby tenants and Marina moorage tenants be informed of the request. McElwee reminded the Commission the purpose of bringing this subject forward is to determine whether the Commission regards the matter as a topic of interest for the Port. Commissioner Chapman suggests the removal of traffic cones from N. 1<sup>st</sup> Street to open up the east side of the street for parking.

**6. COMMISSIONER, COMMITTEE REPORTS –** Jerry Jaques, Port legal counsel provided his review of the Oregon law governing public meetings as it relates to Port committees.

**7. ACTION ITEMS:**

- a. Approve Contract with Wiss Janey Elstner Associates for mechanical and electrical evaluation of the bridge lift span not to exceed \$142,055.**

**Motion:** Approve Contract with Wiss Janey Elstner Associates for mechanical and electrical evaluation of the bridge lift span not to exceed \$142,055.

Move:           Streich  
 Second:       Sheppard  
 Discussion:   None  
 Vote:           Unanimous

- b. Modify the Port of Hood River governance policy to add a representation of the Western Antique Auto and Automobile Museum as a public member of the Airport Advisory Committee. Appoint Adam Young and Margo DeMeyer as members to the Airport Advisory Committee for the three-year terms ending June 2023.**

**Motion:** Modify the Port of Hood River governance policy to add a representation of the Western Antique Auto and Automobile Museum as a public member of the Airport Advisory Committee. Appoint Adam Young and Margo DeMeyer as members to the Airport Advisory Committee for the three-year terms ending June 2023.

Move:           Streich  
 Second:       Chapman  
 Discussion:   None  
 Vote:           Unanimous

- c. Approve Right of Entry Agreement with Charter Communication for Fiber Services at the DMV Building.**

**Motion:** Approve Right of Entry Agreement with Charter Communication Operating LLC for Fiber Services at the DMV Building, subject to legal review and acceptance by the Executive Director.

Move:           Meriwether  
 Second:       Chapman  
 Discussion:   None  
 Vote:           Meriwether - Aye  
                   Chapman - Aye  
                   Streich - Nay  
                   Sheppard - Nay  
                   Everitt – Aye

Motion carries.

**d. Approve Amendment No.1 to contract with EnviroIssues for public outreach coordination for Strategic Business Plan Development, and**

**Approve Amendment No. 1 to contract with Pageworks for graphic design and publication services for Public Outreach for Strategic Business Plan Development**

**Motion:** Approve Amendment No.1 to contract with EnviroIssues for public Outreach coordination for Strategic Business Plan Development

Approve Amendment No. 1 to contract with Pageworks for graphic design and publication services for Public Outreach for Strategic Business Plan Development

Move: Chapman  
Second: Sheppard  
Discussion: None  
Vote: Unanimous

**e. Approve Amendments No. 1 to contract with Terry Moore, Good Next Steps for Strategic Business Plan Development.**

**Motion:** Approve Amendments No. 1 to contract with Terry Moore, Good Next Steps for Strategic Business Plan Development

Move: Meriwether  
Second: Chapman  
Discussion: Commissioner Streich expressed concerns that the consultant was not capable of employing the most current means of plan development. McElwee clarified consultant’s role in the plan development process.  
Vote: Unanimous

**f. Authorize Amendment No. 12 to Employment Agreement with Executive Director Michael McElwee adding one-time compensation for 114 vacation hours.**

**Motion:** Authorize Amendment No. 12 to Employment Agreement with Executive Director Michael McElwee adding one-time compensation for 114 vacation hours.

Move: Sheppard  
Second: Chapman  
Discussion: None  
Vote: Unanimous

**8. COMMISSION CALL:** Commissioner Streich brought forth concern regarding allocating monies for the new tolling system, and recommended concerns and questions be addressed in discussion at a future Commission meeting. Streich also urged the creation of a new internal tolling committee that included two commissioners. Kowell highlighted the Port's need to get to an all-electronic tolling system and agreed on the creation of a tolling committee for product development and marketing concept development. Commissioner Chapman sought an understanding regarding Port's protection on ownership of the tolling system intellectual property and referred the question to Port's legal counsel. Commission consensus to bring forward as a presentation and discussion item to a future meeting.

**9. EXECUTIVE SESSION:**

President John Everitt recessed Regular Session at pm to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations, ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.

**10. POSSIBLE ACTION:** None.

**11. ADJOURN 7:54 pm.**

**Motion:**

Motion to adjourn the meeting

Vote: Unanimous

**MOTION CARRIED**

The meeting adjourned at 8:10 pm.

Respectfully submitted,

\_\_\_\_\_  
Maria Diaz

**ATTEST:**

\_\_\_\_\_  
John Everitt, President

\_\_\_\_\_  
David Meriwether, Secretary

This page intentionally left blank.





# Commission Memo

Prepared by: Anne Medenbach  
 Date: October 6, 2020  
 Re: Competitive Commercial Roofing- Change Order No. 2

Competitive Commercial Roofing, Inc. (“CCR”) has completed the reroof of the Big 7 Building. There is one seismic task that will be completed by subcontractors within the next two weeks. CCR has done a great job and the final product is good. The attached Change Order No. 2 encompasses additional rot that was found and repaired on Roof A, as well as new encapsulation of a crumbling parapet wall between the two large roofs.

The Commission approved Bid alternates 1 & 2 with the original contract using a phased approach to account for potential largescale rot. A change order was not needed because the project did not change the approved budget or tasks. Please see table to right.

In addition to the project going well, there is an approximately \$23,000 incentive from energy trust for upgrading the roof insulation. Staff submitted a grant application last week and reimbursement will occur upon submittal of the final project invoice.

Please see project photos on the following page.

Roof B -Complete	\$ 65,889.00	
CO #1- Rot		\$5,015.00
CO #2- masonry cap		\$3,016.00
<i>Roof A</i>	\$ 118,829.00	
<i>North seismic upgrade</i>	\$ 21,172.00	
<i>Roof C</i>	\$ 5,607.00	
<b>Original contract amount</b>	\$ 211,497.00	
CO Total		\$8,031.00
Revised contract amount	\$ 219,528.00	
<b>Subcontractor costs</b>		
Gorge Electric	\$ 4,180.00	
A & E Heating	\$ 1,500.00	
Allied maintenance	\$ 332.50	
Devco Mechanical	\$ 3,980.00	<i>est</i>
<b>Total Subs</b>	<b>\$ 9,992.50</b>	
Energy Trust est. Incentive	\$ (23,000.00)	
<b>Total project costs (est)</b>	<b>\$ 206,520.50</b>	
Total project spending authority	\$ 253,000.00	

**RECOMMENDATION:** Approve Change Order No. 2 with Competitive Commercial Roofing, Inc. in the amount of \$2,575 for a total contract amount not to exceed \$219,528.





This page intentionally left blank.



# Commission Memo

Prepared by: Daryl Stafford  
 Date: October 6, 2020  
 Re: Marina Jetty Rip Rap Repairs

The jetty located along the northern edge of the Marina basin has a groin north of the restroom that helps protect the Swim Beach to the west. The groin is deteriorating and has suffered damage due to erosion. Please see the aerial image to right and on-site images on the following page.



Restoration is necessary to avoid further degradation and support the surrounding infrastructure.

The first step in this repair effort is preparation of conceptual engineering plans. Since much of the groin is below the Ordinary High Water line Corp/DSL permits will be required. Staff sought a proposal from Andrew Jansky of Flowing Solutions, LLC, (“Jansky”) to carry out this initial work. Jansky is an expert in waterside civil engineering and has carried out projects for the Port in the past.

The attached contract includes a scope of services that includes site assessment, preliminary engineering plans, cost estimating and evaluation for the repairs, and permit recommendations. When this work is complete, staff will provide a recommended approach to implement the project. Depending on the permit timeframe, this work may be carried out in spring 2021.

The Commission discussed this project as part of FY 20/21 budget preparations and funding is in the FY 2020-21 Budget.

**RECOMMENDATION:** Authorize contract with Flowing Solutions, LLC for engineering and permitting services associated with restoration of the Marina Jetty groin not to exceed \$8,500.





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

1. This Contract is entered into between the Port of Hood River ("Port") and Andrew Jansky, Flowing Solutions, LLC. ("Contractor"). Contractor agrees to perform the Scope of Work as described for recommendations for restoration and repairs of the Marina Jetty groin located near the restroom on the northern perimeter of the Marina Basin, see Exhibit "A", to Port's satisfaction for a maximum consideration not to exceed \$8,500. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit "A".
2. This Contract shall be in effect from the date at which every party has signed this Contract through March 31, 2021. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent activities or wrongful misconduct of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall provide insurance in accordance with attached Exhibit "B".
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Port of Hood River

Flowing Solutions,

**Flowing Solutions, LLC**

**Port of Hood River:**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Andrew Jansky, PE, MS  
Flowing Solutions, LLC  
3305 S.W 87<sup>th</sup> Ave, Portland, OR 97225  
[andrew@flowingsolutions.com](mailto:andrew@flowingsolutions.com)  
(503) 297-6311  
EIN: 20-1451603

Michael McElwee  
Executive Director  
1000 E. Port Marina Drive, Hood River, OR 97031  
[pohr@gorge.net](mailto:pohr@gorge.net)  
(541) 386-1645



Port of Hood River

Flowing Solutions,

**Personal Services Contract Exhibit "A"**

**An Agreement for the Provision of Limited Professional Services**

**Flowing Solutions**

3305 SW 87th  
Portland, OR 97225  
(503) 297-6311

Date: September 22, 2020

Client: Port of Hood River

Attn: Michael McElwee, Executive Director

Project Name: Rip-Rap Repair Permitting

Scope of Services:

- Visit site and review project with Port
- Collect base photos
- Coordinate survey
- Integrate photo/survey into Civil 3D
- Develop repair concept and work scale
- Develop concept cost
- Coordinate with COE and DSL permit representative about project scope
- Discuss overall permit application strategy and applicable project area
- Draft preliminary project purpose and need statement for permit application
- Develop preliminary plan sheet for work
- Coordination call with Port to review final permit approach

Fee Arrangement: Hourly, not to exceed \$8,500.

Scope does not include final permit application and drawing preparation.

*Principal \$250/Hr.*

*Clerical \$125Hr.*

Offered by Flowing Solutions: Agreed to by Port of Hood River

\_\_\_\_\_  
Signature

Andrew Jansky

Printed Name/Title Printed Name/Title

**Exhibit "B"**

**INSURANCE**

**Contractors, please send this to your insurance agent immediately.**

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

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

Required and attached      OR      \_\_\_\_\_ Contractor is exempt

Certified by Contractor: \_\_\_\_\_  
Signature/Title

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

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

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

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

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

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

- 5. **Certificate of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract.

**The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured** but only with respect to the Contractor's services to be provided under this Contract.

Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate must contain a standard 30 day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Port of Hood River). Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

# Commission Memo



Prepared by: Daryl Stafford  
 Date: October 6, 2020  
 Re: Marina Boat Ramp Repairs

The Marina boat ramp and guest dock have experienced damage due to heavy usage and the lowering and raising of the Bonneville Pool. The ramp has a large drop at its end due to propeller wash caused by people using their engines to get their boats on the trailer. It poses a hazard when the water is low as the trailers fall off the drop (see image below).



The dock connections are weakened from age and high water, causing pinch points beyond design specifications (see images on following page).

The first step in this repair effort is preparation of conceptual engineering plans. The ramp is underwater so Corp/DSL permits will be required. Staff sought a proposal from Andrew Jansky of Flowing Solutions, LLC, to carry out this initial work.

The attached contract includes a scope of services that includes site assessment, preliminary engineering plans, cost estimating and evaluation for the repairs, and permit recommendations. When this work is complete, staff will return with a recommended approach to implement the project.

**RECOMMENDATION:** Authorize contract with Flowing Solutions, LLC for engineering and permitting services associated with restoration of the Marina Boat Ramp not to exceed \$9,000.





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

1. This Contract is entered into between the Port of Hood River ("Port") and Andrew Jansky, Flowing Solutions, LLC. ("Contractor"). Contractor agrees to perform the Scope of Work as described for recommendations for restoration and repairs of the Marina Boat Ramp and Dock located on the eastern perimeter of the Marina Basin, to Port's satisfaction for a maximum consideration not to exceed \$9,000. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit "A".
2. This Contract shall be in effect from the date at which every party has signed this Contract through March 31, 2021. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent activities or wrongful misconduct of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall provide insurance in accordance with attached Exhibit "B".
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Port of Hood River

Flowing Solutions,

**Flowing Solutions, LLC**

**Port of Hood River:**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Andrew Jansky, PE, MS  
Flowing Solutions, LLC  
3305 S.W 87<sup>th</sup> Ave, Portland, OR 97225  
[andrew@flowingsolutions.com](mailto:andrew@flowingsolutions.com)  
(503) 297-6311  
EIN: 20-1451603

Michael McElwee  
Executive Director  
1000 E. Port Marina Drive, Hood River, OR 97031  
[pohr@gorge.net](mailto:pohr@gorge.net)  
(541) 386-1645

**Personal Services Contract Exhibit "A"**

**Marina Launch Ramp & Boarding Floats**  
**An Agreement for the Provision of Limited Professional Services**

**Flowing Solutions**

3305 SW 87th  
 Portland, OR 97225  
 (503) 297-6311  
 Date: September 29, 2020

Client: Port of Hood River  
 Attn: Michael McElwee, Executive Director  
 Project Name: Marina Launch Ramp Boarding Floats

**Scope of Services:**

- Visit site and review project with Port
- Collect base photos
- Coordinate additional survey
- Integrate photo/survey into Civil 3D
- Obtain OSMB current standard boarding float design/cad file
- Utilize OSMB dimensions and details to ensure project would be eligible for OSMB funding
- Develop conceptual dock layout/integrate existing curb with dimensions and other project elements
- Develop cross section and assemble standard details
- Review best transition option location to floating dock sections to remain
- Develop concept cost for project to be used for budgeting
- Coordination call with Port to review final permit approach

**Fee Arrangement:** Hourly, not to exceed \$9,000.

Scope does not include final permit application and drawing preparation.

Principal \$250/Hr.  
 Clerical \$125Hr.  
 Offered by Flowing Solutions: Agreed to by Port of Hood River

\_\_\_\_\_  
 Signature  
 Andrew Jansky

**Exhibit "B"**

**INSURANCE**

**Contractors, please send this to your insurance agent immediately.**

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

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

Required and attached      OR       Contractor is exempt

Certified by Contractor: \_\_\_\_\_  
Signature/Title

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

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

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

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

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

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

- 5. **Certificate of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract.

**The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured** but only with respect to the Contractor's services to be provided under this Contract.

Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate must contain a standard 30 day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Port of Hood River). Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



# Commission Memo



Prepared by: John Mann  
Date: October 6, 2020  
Re: Structural Analysis of Damaged Lift Span Floorbeams

---

During an annual bridge lift span inspection performed by Stafford Bandlow last month, a fracture line was discovered in the two floorbeams on the north and south ends of the lift span. The fractures are specific to a “C” channel, attached to the bottom of the floorbeam, that is not attached to any other floorbeam on the lift span. Improper contact at the four rocker bearings has been determined to be cause of the fracture line.

The attached contract will provide structural analysis by Coffman Engineering to determine the best path for the repair of the damaged floorbeams. This work could include removal of this “C” channel should it be determined not to be structurally relevant. The contract will also provide a repair plan for this damage.

Staff believes, at this time, that needed repairs could be performed by Port crews, but the final determination of our capability will be determined after the scope of work has been outlined via this contract. The contract will also provide a plan for shimming processes required to make all four rocker bearings make proper contact and carry the loads as designed.

**RECOMMENDATION:** Approve contract with Coffman Engineering for bridge floorbeam structural analysis a not to exceed \$6,000.

This page intentionally left blank.

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

1. This Contract is entered into between the Port of Hood River ("Port") and Karl Kolb, Coffman Engineers, Inc. ("Consultant"). Consultant agrees to perform the Scope of Work described in attached Exhibit "A" to Port's satisfaction for a maximum consideration not to exceed \$6,000 for all tasks combined. Port shall pay Consultant in accordance with the schedule and/or requirements in attached Exhibit "A".
2. This Contract shall be in effect from the date at which every party has signed this Contract through October 5, 2020. Either Consultant or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Consultant at Consultant's address listed below. If Port terminates this Contract, Consultant shall only receive compensation for work done and expenses paid by Consultant prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Consultant which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Consultant will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Consultant's industry, trade or profession. Consultant will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Consultant certifies that Consultant is an Independent Consultant as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Consultant shall indemnify, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent activities or wrongful misconduct of Consultant or its sub-Consultants, agents or employees under this Contract. Consultant shall provide insurance in accordance with attached Exhibit "B".
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Consultant shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Consultant and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Consultant and Port. Consultant shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Consultant warrants they have authority to sign for and bind Consultant.

**Karl Kolb, PE, SE**

**Michael McElwee**

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

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

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Vice President Managing Principle DBIA, LEED AP,  
Coffman Engineers, Inc.  
10 N Post Street, Suite 500, Spokane WA 99201  
Federal Tax ID: # 91-1053429  
(509) 328-2994 karl.kolb@coffman.com

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

**Personal Services Contract  
Exhibit A**

**I. SCOPE OF WORK:** Provide load calculations and corrective action plan for damaged floorbeams at both the north and south ends of the lift span.

**II. DELIVERABLES AND TIMEFRAME:**

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

Structural Engineering Scope:

1. Initial site visit by Steve Hawk to take pictures and discuss issues with you, Paul Bandlow of WJE and Harvey Coffman. This was provided 9/23/2020.
2. Drawing review and discussions with the Port and our internal team.
3. Structural evaluation of the 2 end beams of the lift span to determine its load rating and deflection with and without the existing channel and with and without the interior supports. The same analysis would apply to both the north and south end beams. The Port would be responsible for providing the beam midspan deflection information to WJE so they can assess whether the deflection is acceptable for optimal operation of the endlock equipment.
4. Provide recommendations in a stamped memo summarizing our evaluation of the beams including whether the channel should be removed and whether the interior supports should continue to be used to support the beams. Our assessment would not include specific details for removing the channel or detailed modifications necessary to keep it in place. We recommend meeting to discuss the best approach for these details, as there is a lot of equipment that is currently attached to the channel. We would provide these details as an additional service to be approved after our discussions.
5. Provide stamped structural calculations.

The due dates for the deliverable(s) shall be: October 5, 2020

**III. CONSIDERATION:**

See attached 2020 Coffman Engineering rates, maximum of \$6,000 for the term.

**IV. BILLING AND PAYMENT PROCEDURE:**

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

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

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

Port of Hood River

Coffman Engine

The Port shall process payment in its normal course and manner for Accounts Payable, not  
30 days.

**Personal Services Contract  
Exhibit B**

**INSURANCE**

**Consultants, please send this to your insurance agent immediately.**

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

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

Required and attached      OR       Consultant is exempt

Certified by Consultant: \_\_\_\_\_  
Signature/Title

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

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

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

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

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

Required and attached      Waived by Executive Director \_\_\_\_\_

- 5. **Certificate of Insurance.** As evidence of the insurance coverage required by this Contract, the Consultant shall furnish acceptable insurance certificates to the Port at the time Consultant returns the signed Contract.

**The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured** but only with respect to the Consultant's services to be provided under this Contract.

Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate must contain a standard 30-day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Port of Hood River). Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.



**SCHEDULE OF HOURLY BILLING RATES - PORTLAND**  
**Effective January 2020**

<u>CLASSIFICATION</u>	<u>RATE PER HR.</u>
Principal III	\$229.00
Principal II	\$208.00
Principal I	\$193.00
Principal Advisor II	\$224.00
Principal Advisor I	\$203.00
Senior Discipline Manager	\$193.00
Senior Discipline Engineer	\$188.00
Operations Manager	\$173.00
Senior Project Manager	\$182.00
Discipline Manager	\$180.00
Senior Engineer	\$158.00
Engineer III	\$143.00
Engineer II	\$127.00
Engineer I	\$110.00
Engineer I (FP)	\$138.00
Engineer II (FP)	\$163.00
Engineer III (FP)	\$190.00
Sr. Engineer (FP)	\$213.00
Project Manager (FP)	\$165.00
Sr. Project Manager (FP)	\$195.00
Sr. Discipline Engineer (FP)	\$235.00
Sr. Discipline Manager (FP)	\$245.00
Principal I (FP)	\$255.00
Principal II (FP)	\$265.00
Principal III (FP)	\$275.00
Engineering Intern	\$ 74.00
Project Manager	\$155.00
Construction Manager	\$113.00
Commissioning Manager	\$187.00
Commissioning Specialist	\$157.00
Commissioning Project Manager	\$172.00
Commissioning Technician III	\$137.00
Commissioning Technician II	\$128.00
Commissioning Technician I	\$115.00
Sr. Piping Designer	\$130.00
Piping Design Specialist	\$155.00
Senior Designer	\$133.00
Designer III	\$122.00
Designer II	\$114.00
Designer I	\$107.00

Drafter II	\$ 89.00
Drafter I	\$ 77.00
Land Surveyor (PLS)	\$152.00
Survey Party Chief	\$120.00
Survey Tech III	\$108.00
Survey Tech II	\$ 92.00
Survey Tech I	\$ 78.00
Project Controls II	\$ 85.00
Project Controls I	\$ 80.00
Technician Intern	\$ 68.00
Clerical	\$ 68.00
One-Man Survey Crew (without Land Surveyor)	\$137.00
One-Man Survey Crew (with Land Surveyor)	\$181.00
Two-Man Survey Crew (without Land Surveyor)	\$225.00
Two-Man Survey Crew (with Land Surveyor)	\$269.00

**SCHEDULE OF EXPENSE CHARGES**

All billable expenses are subject to the terms of the specific project contract or as follows:

1. Travel from our office will be charged as follows:
  - a. Auto 57.5¢ a mile
  - b. Per diem \$60/day
  - c. Airfare, lodging, rental car, meals, etc. will be charged at actual times 1.1.
2. Survey Equipment will be charged as follows:
  - a. Robot/GPS: \$60/hour
  - b. Drone / Scanner: \$100/hour
3. Delivery charges, plotting, and reproduction of deliverables will be charged at actual times 1.1.
4. Specialty sub-consultant services will be charged at actual times 1.1.

These rates are effective through December 2020.



# Commission Memo



Prepared by: Michael McElwee  
 Date: October 6, 2020  
 Re: Hood River Valley Parks & Recreation  
 Multi-Jurisdictional Master Plan

Along with the Hood River Valley Parks and Recreation District ("District"), the City of Hood River, Hood River County, and the Hood River County School District, the Port of Hood River provides recreational facilities for the benefit of residents and visitors in the Hood River area.

Two years ago, the District identified the need for a planning document that could be used by multiple local agencies to guide planning decisions and addressing growth. In August 2017, the Oregon Parks and Recreation Department awarded a grant to Hood River County to develop a multi-jurisdictional Master Plan for parks and recreation and the District oversaw the planning effort for that plan.

The plan is now complete and has been adopted by the District, City of Hood River, and Hood River County. It is accessible at <https://hoodriverparksandrec.org/master-plan>. The District is requesting that the Port also formally adopt the Plan.

**RECOMMENDATION:** Approve the Hood River Area Multi-Jurisdictional Parks, Recreation, and Open Space Master Plan.

This page intentionally left blank.



## Hood River – White Salmon

# BRIDGE REPLACEMENT PROJECT

Project Director Report

October 6, 2020

The following summarizes Bridge Replacement Project activities from September 9-30, 2020:

### **FEIS/ROD CRITICAL PATH ACTIVITIES**

The Environmental Impact Statement Working Group (EISWG) met Sept. 17 to review updates on technical reports. Next EISWG Meeting will be in Jan. 2021 after open comment period closes to review comments from public/agencies. The EISWG (not to be confused with the BSWG) serves as a Policy Advisory Committee to the NEPA project. It is made up primarily of elected or appointed officials from communities and agencies responsible for growth in the gorge.

Programmatic Agreement Consulting Parties review, Oct. 14 - The programmatic agreement (PA) is a document that acknowledges the mitigation requirements needed as a part of applying for permits. Tribes, resource agencies and historic preservation offices will review and identify mitigation related to replacement project. This separate agreement will be issued as a part of the Final EIS/ROD.

Supplemental Draft EIS (SDEIS) Draft #4 Complete, Oct. 23 – the fourth draft incorporates comments from coordinating agencies’ legal offices. Signature draft to follow.

SDEIS Open House, Dec. 8 – This is the primary opportunity for the public to learn about and comment on the changes in the SDEIS since the original DEIS was released over ten years ago. Similar to the Port’s Strategic Business Plan process, the Project Team is looking at alternative opportunities for engaging the public.

Archaeological Research/Testing Method reviewed, Nov. 5 – Tribes and Historic Preservation Offices have 30 days to review the methodologies related to the archaeological survey work. This round includes a previous round of comments, so we anticipate this including final comments.

Archaeological Testing Fieldwork Complete, Nov. 19 – Once the testing method is reviewed, survey work can begin in early November and finish by the 19<sup>th</sup>.

Geotech Permits Approved, Nov. 21 – The project currently has an approved permit, but it is for a limited period. The USACE is working with the Port to expand the boring period. Team anticipates getting a longer permit period by the end of November.

BA is in formal consultation, natural resource BiOp from USFWS & NMFS, Jan. ‘21

The cultural resource documents are being developed over the next few months and will be released with the Final EIS in mid-2021.

## BI STATE WORKING GROUP UPDATE

The Oct. 4 Bi State Working (BSWG) agenda is included. The WG is finishing up the first phase of governance work contracted to Steve Siegel. The WG is reviewing a final draft of the Memo of Understanding (MOU) before it is distributed for recommended approval by the six local governments. A draft of the MOU was shared with the Commission last meeting. The MOU will likely be included on the next Commission agenda for discussion. The second issue being discussed is the preferred make-up of the Bi-State Bridge Authority (BSA). The WG discussed a ten-member authority made up of six local officials and four state transportation/financing officials. The final authority may change, but the WG agreed that it's important to have a tentative vision for the make-up of the BSA. The last issue revolved around the schedule and tasks related to preparing and supporting legislation in Salem and Olympia required to form the BSA.

## UPCOMING CONTRACTS

### Phase I (HB 2017 Funded)

As noted in the BUILD presentation, there are a number of contracts and bid selection processes that will be developed before tasks are started. Remaining funds from HB2017 would be used for three of the contracts. Below is a list of the contracts or amendments recommended to continue bridge replacement forward into Phase 2. These will be discussed in more detail at the Fall Planning work session in November.

1. Governance II Amendment, S. Siegel, \$200k. Research, prepare BSA legislation in time for '22 long sessions; provide support to legislators and agency administrators. Memo, scope and budget included in packet. This is concurrent work along with AE/Design effort. Recommended approval in November 2020. (Funded out of remaining HB2017 resource)
2. Project Delivery Contract, Lowell Clary, \$20k. Create a new contract to have Clary assist the project to evaluate project delivery methods, review language AE/Design contract, recommend best practices for preparing for a TIFIA loan. This work will add to the AE/Design RFP effort. Recommended approval in November. (Funded out of remaining HB2017 resource)

### Phase II (BUILD Funded)

1. AE/Design RFP Amendment, Otak, \$22k. Add an amendment for Otak to develop the bid documents and process for the selection of an AE/Design firm. Recommended approval in November or December. (Funded out of remaining HB2017 resource)
2. BUILD Contract, FHWA, \$5M. No work can be reimbursed from BUILD until grant agreement executed. January 2021 is likely approval date.
3. Geotechnical Amendment, WSP, \$700k. Add an amendment to conduct geotechnical work. This work will add to the AE/Design RFP effort. Recommended approval likely in January.

4. Design Peer Review Contract, TBD, \$200k. Similar to Otak's advising on the NEPA process, the project would be advised to have a third-party review of the selected AE/Design Firm's work. Recommended approval likely in Summer 2021.
5. AE/Design Contract, TBD, \$4M+. Once the bid process is complete, negotiating contract with AE/Design firm to start the preliminary 15% engineering. The contract will include provisions for additional work to be completed on engineering/design services as funding is made available. Recommended approval likely in Fall 2021.
6. Traffic & Revenue Contract, Stantec, \$332k. If funding is available, contract with Stantec to complete Toll Policy review and Level 2 T&R.

Staff's intent is to prepare work scopes a month or two in advance of Commission action to discuss purpose of work and provide feedback.

### MEETING SCHEDULE

- OPPA Meeting, Oct. 1
- BSWG Meeting, Oct. 2
- PNWA Annual Videoconference, Oct. 6-8
- Thorn Run Check In, Oct. 6
- WSP Weekly Check In, Oct. 6
- Klickitat County Transportation Comm., Oct. 7
- NEPA Coordination Meeting, Oct. 8
- WSP Weekly Check In, Oct. 12
- WSP Weekly Check In, Oct. 21
- Thorn Run Check In, Oct. 20
- NEPA Coordination Meeting, Oct. 22
- Cultural Resource Meeting, Oct. 23

This page intentionally left blank.



*ok to pay  
Greenwood  
Bridge Replacement*  
\$97,894.95  
Sept. 25, 2020

**INVOICE**

WSP USA  
851 SW 6TH AVE  
SUITE 1600  
PORTLAND, OR 97204  
503-478-2800  
503-274-1412

KEVIN GREENWOOD  
PORT OF HOOD RIVER  
1000 EAST PORT MARINA DRIVE  
HOOD RIVER, OR 97031

Invoice Date: September 24, 2020  
Invoice No: 993637  
Project No: 80550A

Company Legal Name: WSP USA Inc.  
Company Tax ID: 11-1531569

Project Name: Hood River Bridge Replacement  
Project Manager: Angela Findley  
Customer Order No: 2018-01  
Invoice Description: Invoice 25 PE 31Aug20

**Services provided from August 01, 2020 to August 31, 2020**

**Summary of Costs  
by Top Task**

Task Number	Task Name	Contract Value	Current Invoice	Previously Billed	Total Billed To Date	Contract Balance	Percent Invoiced	Physical % Complete
0	Direct Expenses	\$32,555.82	\$23.47	\$30,019.82	\$30,043.29	\$2,512.53	92.28%	92.00%
1	Project Management	\$493,710.10	\$19,556.47	\$353,150.41	\$372,706.88	\$121,003.22	75.49%	71.32%
2	Public Involvement	\$244,109.91	\$270.84	\$144,758.12	\$145,028.96	\$99,080.95	59.41%	61.75%
3	Project Delivery Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
4	Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00%
5	Environmental	\$1,595,448.56	\$74,085.94	\$1,099,366.02	\$1,173,451.96	\$421,996.60	73.55%	72.78%
6	Engineering	\$466,850.60	\$3,745.33	\$382,398.36	\$386,143.69	\$80,706.91	82.71%	83.64%
7	Transportation	\$129,277.02	\$0.00	\$129,168.35	\$129,168.35	\$108.67	99.92%	100.00%
8	Permit Assistance	\$154,560.70	\$212.90	\$148,530.34	\$148,743.24	\$5,817.46	96.24%	97.50%
9	Contract Contingency	\$31,487.29	\$0.00	\$0.00	\$0.00	\$31,487.29	0.00%	0.00%
Totals		\$3,148,000.00	\$97,894.95	\$2,287,391.42	\$2,385,286.37	\$762,713.63	75.77%	75.11%

*I hereby certify that the charges invoiced are true and correct and include only such charges as were directly incurred in the performance of the work on the project, have not been previously submitted, and are in accordance with the terms and conditions of the Agreement.*

Angela Findley  
Project Manager

	Budget	Current Invoice	Previously Invoiced	To-Date Invoiced	Amount Remaining	Financial % Complete	Physical % Complete	Performance Ratio (Phys/Fin)
<b>0 Direct Expenses</b>	<b>\$32,555.82</b>	<b>\$23.47</b>	<b>\$30,019.82</b>	<b>\$30,043.29</b>	<b>\$2,512.53</b>	<b>92.28%</b>	<b>92.00%</b>	<b>1.00</b>
DE Direct Expenses	\$32,555.82	\$23.47	\$30,019.82	\$30,043.29	\$2,512.53	92.28%	92%	1.00
<b>1 Project Management</b>	<b>\$493,710.10</b>	<b>\$19,556.47</b>	<b>\$353,150.41</b>	<b>\$372,706.88</b>	<b>\$121,003.22</b>	<b>75.49%</b>	<b>71.32%</b>	<b>0.94</b>
1.1 Project Management and Coordination	\$402,202.80	\$19,318.59	\$282,996.53	\$302,315.12	\$99,887.68	75.16%	69%	0.92
1.2 Client Progress Meetings	\$56,631.71	\$0.00	\$46,236.39	\$46,236.39	\$10,395.32	81.64%	86%	1.05
1.3 Consultant Team Coordination Meeting	\$21,750.78	\$0.00	\$15,179.93	\$15,179.93	\$6,570.85	69.79%	69%	0.99
1.4 Change Control	\$12,146.68	\$237.88	\$8,182.55	\$8,420.43	\$3,726.25	69.32%	70%	1.01
1.5 Risk Management	\$978.13	\$0.00	\$555.01	\$555.01	\$423.12	56.74%	69%	1.22
<b>2 Public Involvement</b>	<b>\$244,109.91</b>	<b>\$270.84</b>	<b>\$144,758.12</b>	<b>\$145,028.96</b>	<b>\$99,080.95</b>	<b>59.41%</b>	<b>61.75%</b>	<b>1.04</b>
2.1 Public Involvement Plan and Task Coordination	\$39,798.97	\$0.00	\$23,051.30	\$23,051.30	\$16,747.67	57.92%	63%	1.09
2.2 Stakeholder Interviews	\$18,619.47	\$0.00	\$18,619.47	\$18,619.47	\$0.00	100.00%	100%	1.00
2.3 Media Releases, Fact Sheets, and eNews	\$16,168.57	\$0.00	\$6,856.21	\$6,856.21	\$9,312.36	42.40%	50%	1.18
2.4 Social Media, Digital Ads and Videos	\$6,049.22	\$0.00	\$2,493.22	\$2,493.22	\$3,556.00	41.22%	50%	1.21
2.5 Project Website Support	\$16,262.88	\$0.00	\$7,770.46	\$7,770.46	\$8,492.42	47.78%	63%	1.32
2.6 Bridge Replacement Advisory Committee	\$47,168.92	\$114.48	\$23,483.67	\$23,598.15	\$23,570.77	50.03%	50%	1.00
2.7 Stakeholder Working Groups	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
2.8 Public Open Houses	\$56,759.44	\$0.00	\$24,372.44	\$24,372.44	\$32,387.00	42.94%	50%	1.16
2.9 Public Comments	\$4,340.58	\$0.00	\$1,287.69	\$1,287.69	\$3,052.89	29.67%	30%	1.01
2.10 Community Outreach Events	\$16,951.93	\$0.00	\$18,651.79	\$18,651.79	(\$1,699.86)	110.03%	100%	0.91
2.11 Environmental Justice	\$13,644.74	\$0.00	\$11,938.99	\$11,938.99	\$1,705.75	87.50%	67%	0.77
2.12 Status Reports	\$8,345.19	\$156.36	\$6,232.88	\$6,389.24	\$1,955.95	76.56%	76%	0.99
<b>3 Project Delivery Coordination</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>n/a</b>	<b>0.00%</b>	<b>n/a</b>
3.1 Project Delivery Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
<b>4 Tolling/Revenue Coordination</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>n/a</b>	<b>0.00%</b>	<b>n/a</b>
4.1 Tolling/Revenue Coordination	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
<b>5 Environmental</b>	<b>\$1,595,448.56</b>	<b>\$74,085.94</b>	<b>\$1,099,366.02</b>	<b>\$1,173,451.96</b>	<b>\$421,996.60</b>	<b>73.55%</b>	<b>72.78%</b>	<b>0.99</b>
5.1 Environmental Study Plan and Coordination	\$71,938.97	\$6,572.40	\$48,432.48	\$55,004.88	\$16,934.09	76.46%	69%	0.91
5.2 Agency Coordination	\$120,305.24	\$1,943.71	\$102,709.48	\$104,653.19	\$15,652.05	86.99%	87%	1.00
5.3 Methodology Memoranda	\$27,931.63	\$0.00	\$27,931.63	\$27,931.63	\$0.00	100.00%	100%	1.00
5.4 Technical Report, Technical Memoranda	\$409,227.93	\$1,996.58	\$383,511.05	\$385,507.63	\$23,720.30	94.20%	96%	1.02
5.5 ESA Section 7 Compliance	\$121,492.05	\$7,767.21	\$98,810.42	\$106,577.63	\$14,914.42	87.72%	88%	1.00
5.6 Cultural / NHPA Section 106 Compliance	\$297,166.96	\$24,763.90	\$185,781.77	\$210,545.67	\$86,621.29	70.85%	70%	0.99
5.7 Section 4(f)/Section 6(f)	\$29,852.80	\$3,622.90	\$29,161.80	\$32,784.70	(\$2,931.90)	109.82%	90%	0.82
5.8 Draft EIS Re-Evaluation	\$38,095.30	\$0.00	\$38,095.30	\$38,095.30	\$0.00	100.00%	100%	1.00
5.9 Supplemental Draft EIS	\$228,736.68	\$27,419.24	\$184,932.09	\$212,351.33	\$16,385.35	92.84%	90%	0.97
5.10 Responses to Comments on the 2003 EIS	\$75,653.00	\$0.00	\$0.00	\$0.00	\$75,653.00	0.00%	0%	n/a
5.11 Mitigation Plan	\$46,673.00	\$0.00	\$0.00	\$0.00	\$46,673.00	0.00%	0%	n/a
5.12 Final EIS	\$92,497.00	\$0.00	\$0.00	\$0.00	\$92,497.00	0.00%	0%	n/a
5.13 Record of Decision, Notice of Availability	\$29,562.00	\$0.00	\$0.00	\$0.00	\$29,562.00	0.00%	0%	n/a
5.14 Administrative Record	\$6,316.00	\$0.00	\$0.00	\$0.00	\$6,316.00	0.00%	0%	n/a
<b>6 Engineering</b>	<b>\$466,850.60</b>	<b>\$3,745.33</b>	<b>\$382,398.36</b>	<b>\$386,143.69</b>	<b>\$80,706.91</b>	<b>82.71%</b>	<b>83.64%</b>	<b>1.01</b>
6.1 Engineering Coordination	\$116,290.84	\$733.98	\$95,778.46	\$96,512.44	\$19,778.40	82.99%	86%	1.04
6.2 Land Survey	\$14,012.50	\$0.00	\$14,012.50	\$14,012.50	\$0.00	100.00%	100%	1.00
6.3 Geotechnical	\$16,325.96	\$743.44	\$5,560.32	\$6,303.76	\$10,022.20	38.61%	40%	1.04
6.4 Hydraulics	\$25,128.28	\$0.00	\$25,495.26	\$25,495.26	(\$366.98)	101.46%	100%	0.99
6.5 Civil	\$126,716.76	\$2,267.91	\$111,959.43	\$114,227.34	\$12,489.42	90.14%	90%	1.00
6.6 Bridge	\$78,450.19	\$0.00	\$73,563.33	\$73,563.33	\$4,886.86	93.77%	92%	0.98
6.7 Wind Analysis	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
6.8 Architecture and Simulations	\$57,940.39	\$0.00	\$55,368.38	\$55,368.38	\$2,572.01	95.56%	100%	1.05
6.9 Cost Estimating	\$31,985.68	\$0.00	\$660.68	\$660.68	\$31,325.00	2.07%	2%	0.97
<b>7 Transportation</b>	<b>\$129,277.02</b>	<b>\$0.00</b>	<b>\$129,168.35</b>	<b>\$129,168.35</b>	<b>\$108.67</b>	<b>99.92%</b>	<b>100.00%</b>	<b>1.00</b>
7.1 Methodology Memorandum	\$7,785.98	\$0.00	\$7,785.98	\$7,785.98	\$0.00	100.00%	100%	1.00
7.2 Data Review and Collection	\$11,308.30	\$0.00	\$11,308.30	\$11,308.30	\$0.00	100.00%	100%	1.00
7.3 Existing and Future No Build Conditions	\$42,068.26	\$0.00	\$42,068.26	\$42,068.26	\$0.00	100.00%	100%	1.00
7.4 Build Alternatives Analysis Update	\$27,668.08	\$0.00	\$27,668.08	\$27,668.08	\$0.00	100.00%	100%	1.00
7.5 Transportation Technical Report	\$39,137.15	\$0.00	\$39,028.48	\$39,028.48	\$108.67	99.72%	100%	1.00
7.6 Tolling/Revenue Coordination	\$1,309.25	\$0.00	\$1,309.25	\$1,309.25	\$0.00	100.00%	100%	1.00
<b>8 Permit Assistance</b>	<b>\$154,560.70</b>	<b>\$212.90</b>	<b>\$148,530.34</b>	<b>\$148,743.24</b>	<b>\$5,817.46</b>	<b>96.24%</b>	<b>97.50%</b>	<b>1.01</b>
8.1 Permit Plan and Coordination	\$32,961.25	\$0.00	\$28,579.71	\$28,579.71	\$4,381.54	86.71%	96%	1.11
8.2 In-water Permits for Geotechnical Investigation	\$19,143.38	\$212.90	\$18,971.24	\$19,184.14	(\$40.76)	100.21%	99%	0.99
8.3 US Coast Guard Permit	\$72,665.90	\$0.00	\$72,665.38	\$72,665.38	\$0.52	100.00%	100%	1.00
8.4 Columbia River Gorge National Scenic Area	\$20,356.46	\$0.00	\$20,357.53	\$20,357.53	(\$1.07)	100.01%	100%	1.00
8.5 U.S. Army Corp of Engineers Permits	\$9,433.71	\$0.00	\$7,956.48	\$7,956.48	\$1,477.23	84.34%	75%	0.89
8.6 Washington State Permits – Reserved	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
8.7 Oregon State Permits – Reserved	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
8.8 Washington Local Agency Permits (City/County)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
8.9 Oregon Local Agency Permits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	n/a	0%	n/a
<b>9 Contract Contingency</b>	<b>\$31,487.29</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$31,487.29</b>	<b>0.00%</b>	<b>0.00%</b>	<b>n/a</b>
9.1 2019 Contingency	\$31,487.29	\$0.00	\$0.00	\$0.00	\$31,487.29	0.00%	0%	n/a
<b>Totals</b>	<b>\$3,148,000.00</b>	<b>\$97,894.95</b>	<b>\$2,287,391.42</b>	<b>\$2,385,286.37</b>	<b>\$762,713.63</b>	<b>75.77%</b>	<b>75.11%</b>	<b>0.99</b>



# 2020 BUILD Grant Review

- What is BUILD?
- 2020 Award Statistics
- Eligible Costs
- Eligible Resources
- Timeline/Milestones
- Project Tasks by FY

**Port of Hood River Board of Commissioners Meeting**  
October 6, 2020



# What is BUILD?

- U.S. Dept of Transportation “Better Utilizing Investments to Leverage Development” (BUILD) since 2018
- Sec. of Transportation awards \$1B Federal Discretionary Grant Program funding surface transportation projects: roads, bridges, transit, rail, ports or intermodal transportation
- Mainly construction. Evenly split between urban and rural projects. First year for planning grants.
- Use of USDOT funds will trigger Sec. 129 regs. on new bridge.



# What is BUILD?

- Port will likely use cash reserves from Feb. 2018 toll increase as match (not big enough to justify a short-term loan.)
- Klickitat County will chair AE/Design selection process and Technical Advisory Committee (TAC)
- Grant agreements must be signed/obligated by Sept. '22; Project must be completed, funds spent by Sept. '26
- Consultant selection must follow federal rules.
- Reimbursement Program. \$6.25M project, submitted invoices will be reimbursed at 80% rate.



# 2020 Award Stats

	URBAN	RURAL	TOTAL
<b>CONSTRUCTION</b>	27 / 215	31 / 350	58 / 565
	\$496.6M	\$483.1M	\$979.7M
<b>PLANNING</b>	5 / 35	<b>7 / 55</b>	12 / 90
	\$9.4M	<b>\$10.6M</b>	\$20.0M
<b>TOTAL</b>	32 / 250	38 / 405	70 / 655
	\$506.0M	\$493.7M	\$999.7M



# Proposed BUILD Costs

COST CLASSIFICATION/TASK	TOTAL COST	% OF TOTAL
<b>ADMINISTRATIVE &amp; LEGAL EXPENSES</b>		
- Port Project Management Staff & Expenses	\$ 120,000	
- Contracted Project Management Expenses	\$ 90,000	
- Governance Evaluation	\$ 50,000	
- Project Legal	\$ 10,000	
- Traffic/Toll Revenue Estimates	\$ 280,000	
SUBTOTAL	\$ 550,000	9%
<b>ARCHITECTURAL &amp; ENGINEERING DOCUMENTS</b>		
- 15% Engineering Design	\$ 4,500,000	
- Geotechnical Borings	\$ 700,000	
SUBTOTAL	\$ 5,200,000	83%
TOTAL	\$ 5,750,000	
CONTINGENCY	\$ 500,000	8%
GRAND TOTAL	\$ 6,250,000	100%



\*Final cost and tasks are negotiated as part of grant agreement development.

# Proposed BUILD Resources

RESOURCE ORIGATION	CONTRIBUTION	% OF TOTAL
<b>FEDERAL</b>		
- BUILD 2020	\$ 5,000,000	
SUBTOTAL	\$ 5,000,000	80%
<b>NON-FEDERAL</b>		
- Port of Hood River	\$ 1,250,000	
	\$ 0	
SUBTOTAL	\$ 1,250,000	20%
GRAND TOTAL	\$ 6,250,000	100%

The Port and FHWA will evaluate as to whether unspent HB2017 funds can be used as part of the non-federal match.



# Future Actions

<u>MILESTONE</u>	<u>COMPLETED</u>
BUILD Award Announced	Sept. 2020
Supp. Draft EIS (SDEIS) Released	Nov. 2020
<b>Governance II Contract (Siegel)</b>	<b>Nov. 2020</b>
<b>Project Delivery Contract (Clary)</b>	<b>Nov. 2020</b>
<b>AE/Design RFP Amendment (Otak)</b>	<b>Nov. 2020</b>
SDEIS Public Comment Period Ends	Jan. 2021
Develop AE/Design S/B/S	Jan. 2021
<b>BUILD Contract Approved</b>	<b>Jan. 2021</b>
<b>Geotechnical Amendment (WSP)</b>	<b>Jan. 2020</b>
In-Water Geotechnical Borings	Feb. 2021

<u>MILESTONE</u>	<u>COMPLETED</u>
Release AE/Design RFP	March 2021
<b>Design Peer Review Contract (TBD)</b>	<b>June 2021</b>
Final EIS/ROD Published	July 2021
<b>AE/Design Contract (TBD)</b>	<b>September 2021</b>
Governance Phase II Complete	December 2021
Traffic & Revenue Work Complete	August 2022
AE/Design Work Complete	September 2022
<b>T&amp;R Contract (Stantec)</b>	<b>TBD</b>
BUILD Work Complete	December 2022



Tentative Timeline/Milestones  
**BOLD** – BSWG/POHR Commission Action  
 Scope may change after negotiations with FHWA and more accurate cost estimates are generated





## Post NEPA Goals

- Establish Formal Interim Work Group
- Prepare Legislation for Bi-State Bridge Authority/Compact
- Advocate for State/Federal Funding/Authority
- Begin U.S. Dept. of Transportation TIFIA Loan process



# Post NEPA Work

## PHASE 2

- Governance Eval. (II, III)
- Toll Policies, Level 2 Traffic & Revenue
- AE/Design Bid Selection Process
- Geotech Work
- 15% (Prelim) Engineering
- P3 Panel

## PHASE 3

- Project Delivery Analysis
- 30% (Prelim) Engineering/ROW
- Obtain Financial Ratings
- Grant/Loan Applications/Prepare for TIFIA process

## PHASE 4

- Governance Implementation (IV)
- 60% Engineering
- Bid Docs/Process
- Complete Permitting
- POHR Reformation

## COSTS THROUGHOUT PHASES

- Engineering Peer Advising
- Administrative/Financial/Legal/PI Costs



# Post NEPA HB2017

## **\$450k BUDGET**

- Governance Work I – complete
- AE/Design Bid Selection Process
- Governance Work II
- P3 Forum
- Ratings
- Toll Policy Evaluation



# Post NEPA BUILD

## **\$6.25M BUDGET**

- Geotechnical Evaluation
- Governance Work III
- 15% Preliminary AE/Design
- T&R Level 2



## Post NEPA Next \$5M?

### **UNKNOWN ORIGIN, BUT WOULD COVER...**

- Up to 30% Preliminary AE/Design
- Governance Work III/IV
- Begin Obtaining Financial Rating
- ROW Acquisition
- TIFIA Loan Application



**Kevin Greenwood**  
Bridge Replacement Project Director  
Port of Hood River  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)  
(541) 961-9517



**Hood River – White Salmon**

**BRIDGE REPLACEMENT PROJECT**

Thank you!

This page intentionally left blank.





# Commission Memo

Prepared by: Anne Medenbach  
 Date: October 6, 2020  
 Re: Lower Mill Preliminary Building Design Review

Livermore Architects (“Livermore”) was awarded a contract at the end of March 2020 to design two conceptual design options for two lots at the Lower Mill Industrial Park. Staff has been working with Livermore on various iterations of these concept plans. Attached is the final design concept. This concept maximizes development on the lots, allows for truck access and creates straight forward, buildable designs. The initial design was for concrete tilt up with an option for a metal building.

Cost estimates were provided by a professional estimator at DCW Cost Management as a subcontractor to Livermore. Their costs are based on 10% design and are therefore very conservative. Costs were between \$275 and \$308/sf just for building construction. When site work was included that cost jumped to \$314 and \$353/sf. At these costs, and assuming the Port would go for 100% financing, the lease rate to hit our return requirement of 4% IRR, would need to be \$1.55/sf. The market rate for industrial buildings in Odell is \$0.85/sf.

Overall Summary				
		SF	\$/SF	TOTAL
B1	South Taxlot - 1011	32,400	275.78	8,935,242
B2	North Taxlot - 1015	25,100	308.53	7,744,004
<b>TOTAL BUILDING CONSTRUCTION</b>		<b>57,500</b>	<b>290.07</b>	<b>16,679,245</b>
S1	Sitework - South	82,807	15.10	1,249,987
S2	Sitework - North	64,622	17.30	1,118,005
<b>TOTAL SITEWORK</b>				<b>2,367,992</b>
<b>RECOMMENDED BUDGET FOR PROJECT</b>				<b>19,047,238</b>
<b>ALTERNATES</b>				
	South - Premanufactured Steel Structure in lieu of Tilt up Construction			(1,697,525)
	North - Premanufactured Steel Structure in lieu of Tilt up Construction			(1,315,058)

Staff will conduct a more in-depth analysis with the estimator over the next month in preparation for further discussion on this project during Fall Planning.

**RECOMMENDATION:** Discussion.

This page intentionally left blank.

GENERAL NOTES

- SITE PLAN IS CONCEPTUAL IN NATURE AND MAY REQUIRE ADDITIONAL DESIGN AND ENGINEERING.
- EXISTING CONDITIONS BASED ON CIVIL DRAWINGS BY VISTA GEGENVIRONMENTAL SERVICES DATED 4/10/2016.

GENERAL SITE INFORMATION		
ADDRESS	3289 NEAL CREEK MILL ROAD HOOD RIVER, OR 97031	3041 LOWER MILL ROAD HOOD RIVER, OR 97031
TAXLOT NUMBER	1015	1011
ZONING	M-1 (INDUSTRIAL)	M-1 (INDUSTRIAL)
SITE AREA	1.39 ACRES	1.96 ACRES
SETBACK REQUIREMENTS	N:0' S:0' E:0' W:20'	N:0' S:0' E:20' W:0'
MAX FLOOR AREA RATIO	3:5	3:5
EXISTING USE	VACANT LAND	VACANT LAND
PROPOSED USE	LIGHT INDUSTRIAL	LIGHT INDUSTRIAL

GENERAL BUILDING INFORMATION	
EXISTING BUILDING FOOT PRINT	NO EXISTING STRUCTURES
EXISTING BUILDING FLOOR AREA	NO EXISTING STRUCTURES
PROPOSED BUILDING FOOT PRINT	TAXLOT 1015: 25,100 SF TAXLOT 1011: 32,400 SF
PROPOSED BUILDING FLOOR AREA	TAXLOT 1015: 25,100 SF TAXLOT 1011: 32,400 SF

PARKING					
SPACES	STANDARD	ACCESSIBLE	VAN ACCESSIBLE	BIicycle	TOTAL
TAXLOT 1015					
REQUIRED	---	2	1	2	---
PROVIDED	36	2	2	2	38
TAXLOT 1101					
REQUIRED	---	2	1	2	---
PROVIDED	26	2	2	2	28
NOTES:	A, B	C		D	

NOTES:  
 A. ACTUAL REQUIRED NUMBER OF SPACES FOR M-1 ZONE IS 'ONE PER EMPLOYEE' PER COUNTY OF HOOD RIVER ZONING CODE.  
 B. NUMBER OF EMPLOYEES IS NOT KNOWN AT THIS TIME.  
 C. ACCESSIBLE PARKING PER TABLE 1106.1 OF OSSC.  
 D. BICYCLE PARKING REQUIRED PER COUNTY OF HOOD RIVER ZONING CODE. --- TWO SPACES PER USE.

LOWER MILL DESIGN STANDARDS

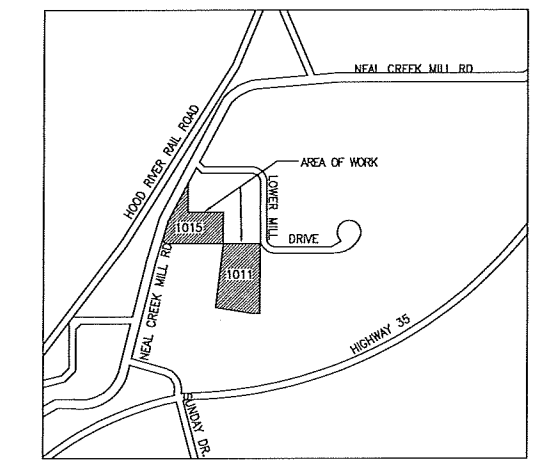
- PROVIDE STREET-SIDE AND PROPERTY LINE BOUNDARY PLANTING AND LOCATION OF UTILITIES WITHIN THE PLANTING AREAS WHERE POSSIBLE IN THE LANDSCAPED STREET SETBACKS, WITH ONLY MINIMAL DISRUPTION OF THESE PLANTING AREAS BY ACCESS DRIVES.
- MAINTAIN, AS MUCH AS POSSIBLE, THE MT. ADAMS AND SURROUNDING VALLEY VIEWS FOR ALL PARCELS THAT CURRENTLY COMMAND SUCH A VIEW.
- MINIMIZE THE VISUAL IMPACT OF ALL EXTERIOR COMPONENTS OF COMMUNICATIONS, PLUMBING, POWER, PROCESSING, HEATING, COOLING AND VENTILATING SYSTEMS FROM ADJOINING STREETS, PARCELS, BUILDINGS, WITH THE GOAL THAT THE SITE HAVE A VEGETATED FEEL.
- ENSURE THAT EACH SITE DEVELOPMENT WILL NOT CREATE A NUISANCE TO ADJACENT SITES OR STREETS, OR OBJECTIONABLE DISTURBANCE TO OCCUPANTS OF ADJACENT PROPERTIES INCLUDING BUT NOT LIMITED TO NOISE, ODOR, LIGHTING, AND ANY OUTDOOR EQUIPMENT.

KEYNOTES

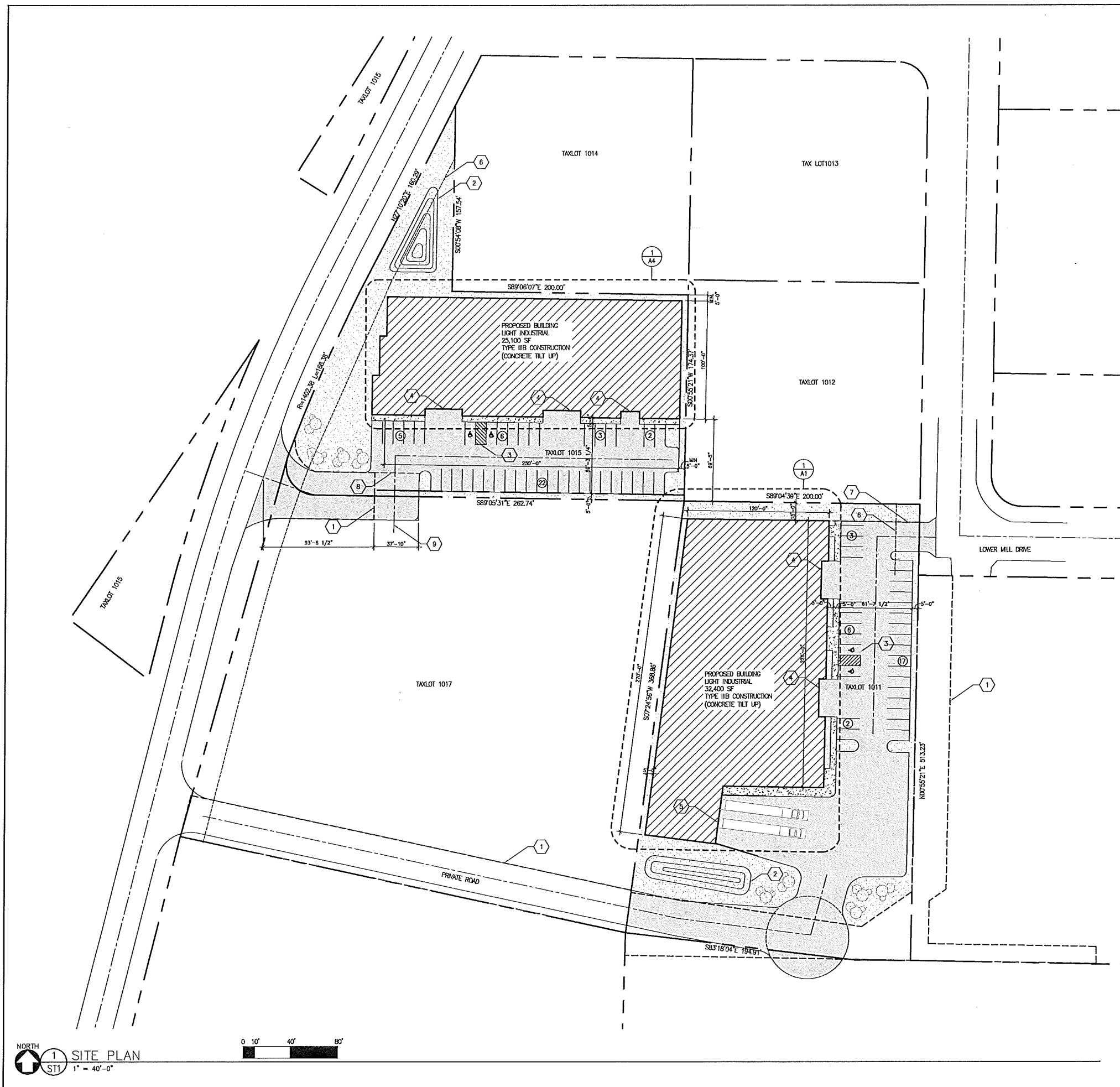
- |   |   |
|---|---|
| 1 PRIVATE ACCESS AND JOINT UTILITY EASEMENT | 6 20' SETBACK   |
| 2 STORMWATER FACILITY                       | 7 UNDERGROUND UTILITY EASEMENT                              |
| 3 VAN ACCESSIBLE PARKING                    | 8 EXTEND EXISTING PRIVATE ACCESS AND JOINT UTILITY EASEMENT |
| 4 OVERHEAD DOOR ACCESS                      | 9 FUTURE DRIVEWAY CONNECTION TO LOT 1017                    |
| 5 LOADING DOCK                              |   |

LEGEND

- PROPOSED BUILDING
- PROPOSED DRIVEWAYS AND PARKING AREA
- PROPOSED LANDSCAPING



2 VICINITY PLAN  
 NOT TO SCALE



1 SITE PLAN  
 1" = 40'-0"



#	DATE	DESC.
A	10/27/20	PRELIMINARY
B	09/23/20	PRELIMINARY
B	09/14/20	OWNER REVIEW

NOT FOR CONSTRUCTION

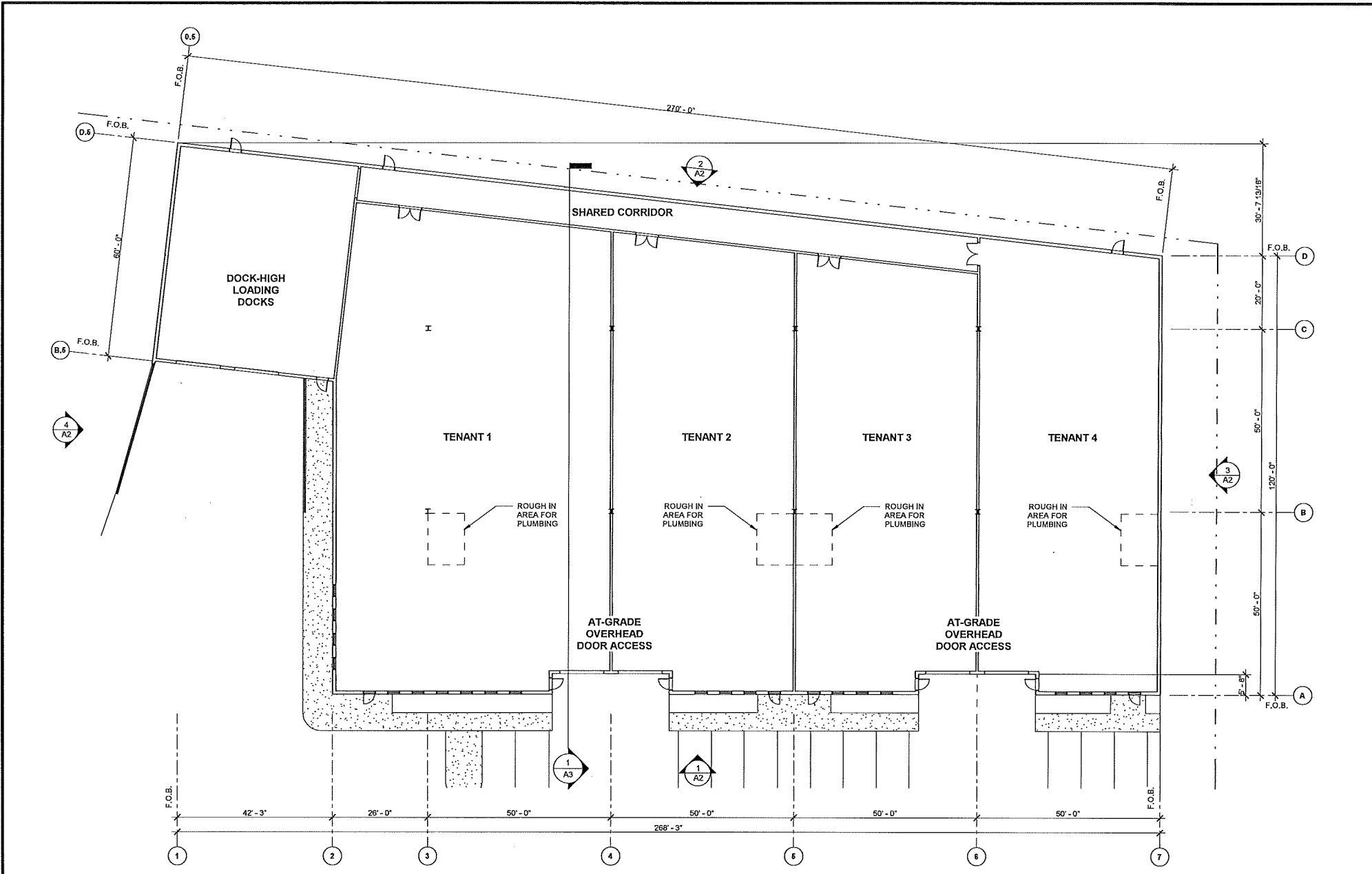
**LIVERMORE**  
 ARCHITECTURE &  
 ENGINEERING, INC.  
 1500 SW Fish Ave, Suite 240  
 Portland, Oregon 97201  
 Phone: 503-462-3002  
 www.livmore.com

Livermore  
 JOB NO: 220020.00

LOWER MILL CONCEPT DESIGN  
 PORT OF HOOD RIVER  
 3289 NEAL CREEK MILL ROAD  
 HOOD RIVER, OREGON 97031

DRAWING TITLE:  
 SITE PLAN  
 DRAWN BY: NNV  
 CHECKED BY: GML

ST1



**FLOOR PLAN - TAXLOT 1101**  
 1/16" = 1'-0"

**FLOOR PLAN GENERAL NOTES**

- APPLICABLE CODES: ALL WORK SHALL BE IN CONFORMANCE WITH ALL FEDERAL, STATE, AND LOCAL CODES. SPECIFICATIONS AND STANDARDS SHALL MEAN, AND ARE INTENDED TO BE, THE LATEST EDITION, AMENDMENT OR REVISION OF SUCH REFERENCE STANDARD, IN EFFECT AS OF THE DATE OF THE CONTRACT DOCUMENTS.
- CONTRACTOR TO VERIFY EXISTING CONDITIONS AND DIMENSIONS SHOWN OR IMPLIED PRIOR TO START OF CONSTRUCTION AND NOTIFY A/E OF ANY DISCREPANCIES.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY TESTING AND COORDINATE ALL REQUIRED INSPECTIONS.
- GLASS USED IN DOORS AND WINDOWS LOCATED WITHIN A 24" ARC OF THE NEAREST VERTICAL EDGE OF A DOOR OR IN AREAS SUBJECT TO HUMAN IMPACT OR OTHER HAZARDOUS LOCATIONS SHALL BE TEMPERED OR OF AN APPROVED SAFETY GLAZING MATERIAL PER SECTION 2406 OF THE INTERNATIONAL BUILDING CODE (IBC).
- VENTILATION AND LIGHT SHALL BE PROVIDED AS PER SECTIONS 1203 AND 1205 OF THE IBC.
- ALL INSULATION INDICATED ON THE PLANS SHALL COMPLY WITH OR EXCEED THE REQUIREMENTS IN SECTION 719 OF THE IBC FOR SMOKE DENSITY AND FLAME SPREAD.
- PROVIDE CLASS ABC EXTINGUISHERS AT EACH EXIT DOOR AND ONE SUCH THAT THE MAXIMUM TRAVEL DISTANCE DOES NOT EXCEED 75-FEET. COORDINATE FINAL LOCATIONS OF EACH WITH FIRE MARSHALL.
- PROVIDE EGRESS IDENTIFICATION PER SECTION 1011 OF THE IBC, VERIFY EXACT LOCATION OF SIGNS WITH FIRE MARSHAL AT TIME OF CONSTRUCTION.
- PROVIDE EGRESS ILLUMINATION PER SECTION 1006 OF THE IBC BY SEPARATE PERMIT.
- ALL DOOR HARDWARE SHALL COMPLY WITH REQUIREMENTS OF LOCAL ACCESSIBILITY CODES AND THE ADA.
- ALL NEW DOORS AND WINDOWS SHALL COMPLY WITH APPLICABLE ENERGY CODES.
- PROVIDE 18" MIN. CLEAR OPPOSITE DOOR LEVER ON PULL SIDE OF DOOR AND 12" MIN. CLEAR OPPOSITE DOOR LEVER ON PUSH SIDE PER ADA GUIDELINES.
- GRID LINES ARE TO CENTERLINE OF COLUMNS UNLESS NOTED OTHERWISE.
- DIMENSIONS ARE AS FOLLOWS: GRID LINE: CENTER OF COLUMN; WALLS: TO FINISH FACE; OPENINGS: TO CENTERLINE; UNLESS NOTED OTHERWISE.
- PAINT ALL INTERIOR AND EXTERIOR STEEL UNLESS NOTED OTHERWISE.
- PROVIDE BOLLARDS AT ALL OVERHEAD DOORS UNLESS NOTED OTHERWISE.

**LEGEND**

- F.O.B. FACE OF BUILDING
- (E) EXISTING
- CL CENTERLINE
- F.F. FINISH FLOOR
- WALL

**APPLICABLE CODES**

BUILDING CODE	2019 OREGON STRUCTURAL SPECIALTY CODE
ELECTRICAL CODE	2017 OREGON ELECTRICAL SPECIALTY CODE
ENERGY CODE	2019 OREGON ZERO ENERGY READY COMMERCIAL CODE
MECHANICAL CODE	2017 OREGON MECHANICAL SPECIALTY CODE
PLUMBING CODE	2017 OREGON PLUMBING SPECIALTY CODE
JURISDICTION	HOOD RIVER COUNTY, OREGON

**OCCUPANCY CLASSIFICATION**

OCCUPANCY GROUPS:	B, F-1, AND S-1
OCCUPANCY SEPARATIONS:	NONE (NON-SEPARATED MIXED USE PER 508.3)

**CONSTRUCTION TYPE**

CONSTRUCTION TYPE:	II-B
--------------------	------

**BUILDING HEIGHT AND AREA**

FOR SPRINKLERED BUILDING WITH A MAXIMUM OF ONE STORY ABOVE GRADE PLANE

ALLOWABLE AREA:	62,000 SF PER TABLE 506.2
PROPOSED AREA (MAIN FLOOR):	32,431 SF
ALLOWABLE HEIGHT:	75 FT
PROPOSED HEIGHT:	32 FT
ALLOWABLE STORIES:	2
ACTUAL NUMBER OF STORIES:	1 (MEZZANINE DOES NOT CONTRIBUTE TO NUMBER OF STORIES PER SECTION 605)

**FIRE PROTECTION SYSTEMS**

AUTOMATIC SPRINKLER SYSTEM:	REQUIRED
FIRE ALARM:	REQUIRED

B	09/14/20	OWNER REVIEW
A	08/31/20	PRELIMINARY

NOT FOR CONSTRUCTION

**LIVERMORE ARCHITECTURE & ENGINEERING, INC.**  
 1500 SW First Avenue, Suite 240  
 Portland, Oregon 97201  
 Phone: 503-462-5302  
 www.livemoreae.com

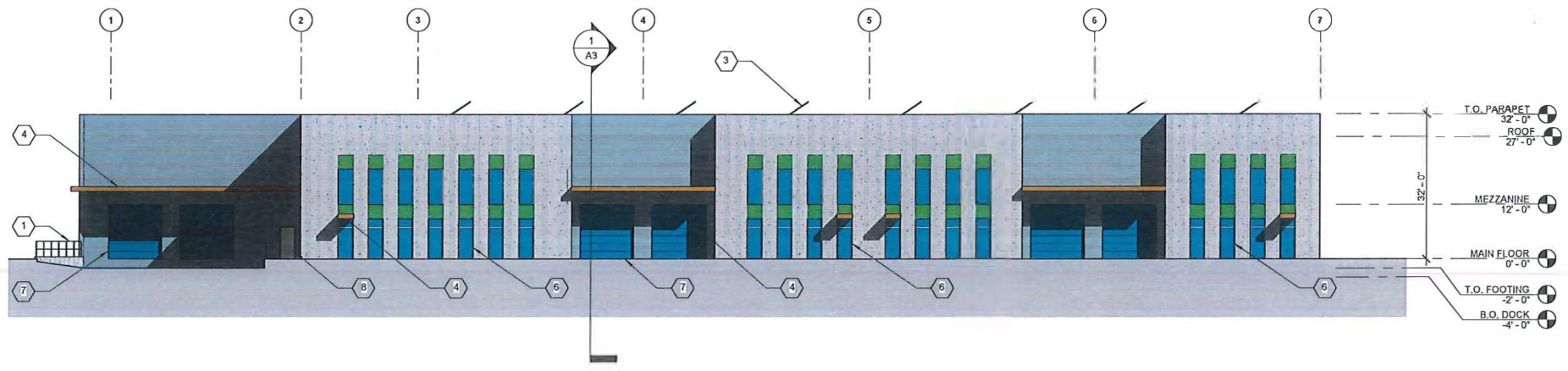
Livemore A&E  
 Job No: 220020.00

**LOWER MILL CONCEPT DESIGN  
 PORT OF HOOD RIVER  
 3041 LOWER MILL DRIVE  
 HOOD RIVER, OREGON 97031**

DRAWING TITLE:  
 FLOOR PLAN - TAXLOT 1011  
 DRAWN BY: KG  
 CHECKED BY: GGB

**A1**





**ELEVATION GENERAL NOTES**

- \* CONTRACTOR TO VERIFY EXISTING CONDITIONS AND DIMENSIONS SHOWN OR IMPLIED PRIOR TO THE START OF CONSTRUCTION AND NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIES.
- \* FINISH GRADE VARIES, SEE CIVIL DRAWINGS

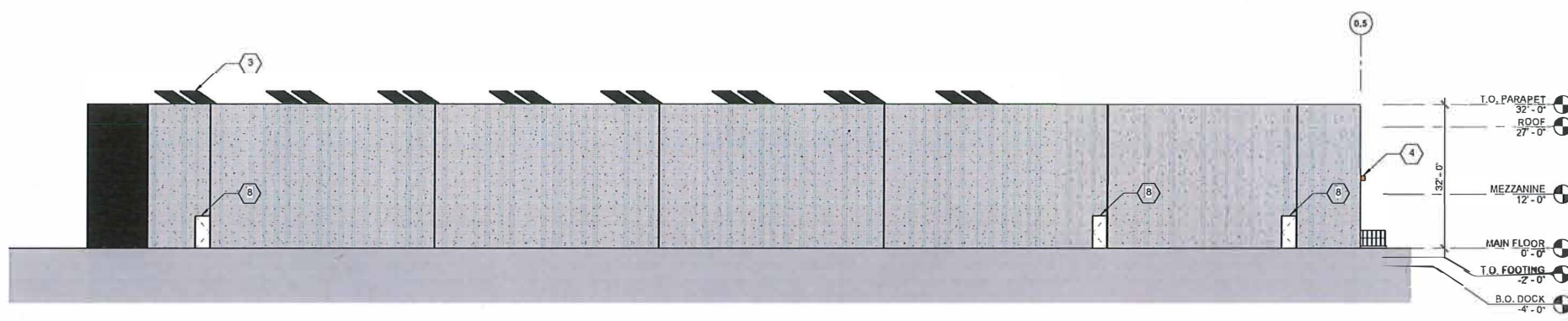
**LEGEND**

- [Hatched Box] TILT-UP CONCRETE WALL PANELS
- [Horizontal Lines Box] HORIZONTAL METAL SIDING - AEP SPAN PERCEPTION SERIES
- [Green Box] SPANDREL PANELS

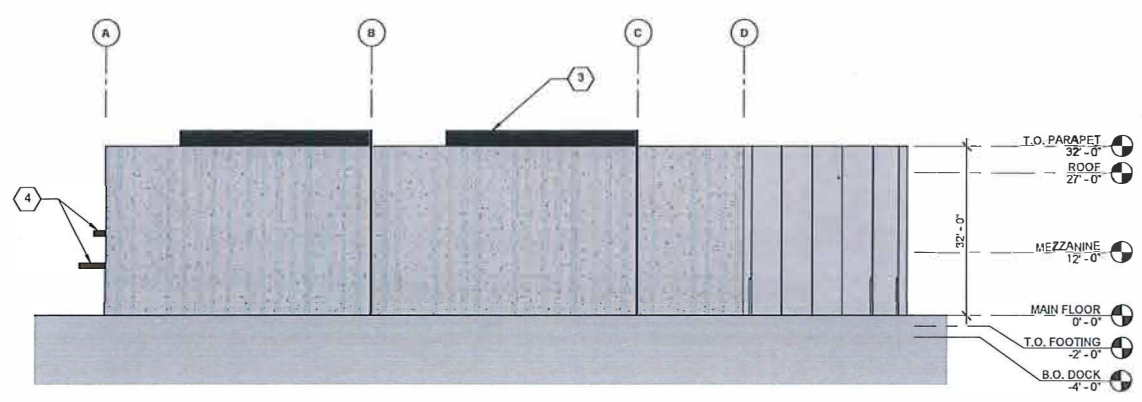
**ELEVATION KEYNOTES**

- 1 STEEL GUARDRAIL
- 2 NOT USED
- 3 PHOTOVOLTAIC PANELS
- 4 MASS TIMBER CANOPY
- 5 NOT USED
- 6 ALUMINUM STOREFRONT SYSTEM AND SPANDREL PANELS
- 7 ROLL-UP DOOR
- 8 HOLLOWMETAL DOOR

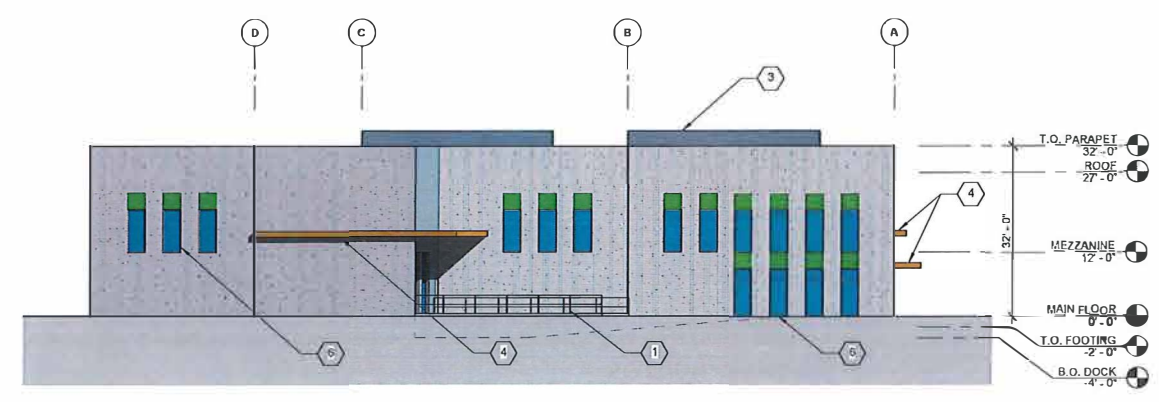
**1 EAST ELEVATION**  
A2 1/16" = 1'-0"



**2 WEST ELEVATION**  
A2 1/16" = 1'-0"



**3 NORTH ELEVATION**  
A2 1/16" = 1'-0"



**4 SOUTH ELEVATION**  
A2 1/16" = 1'-0"

NOT FOR CONSTRUCTION

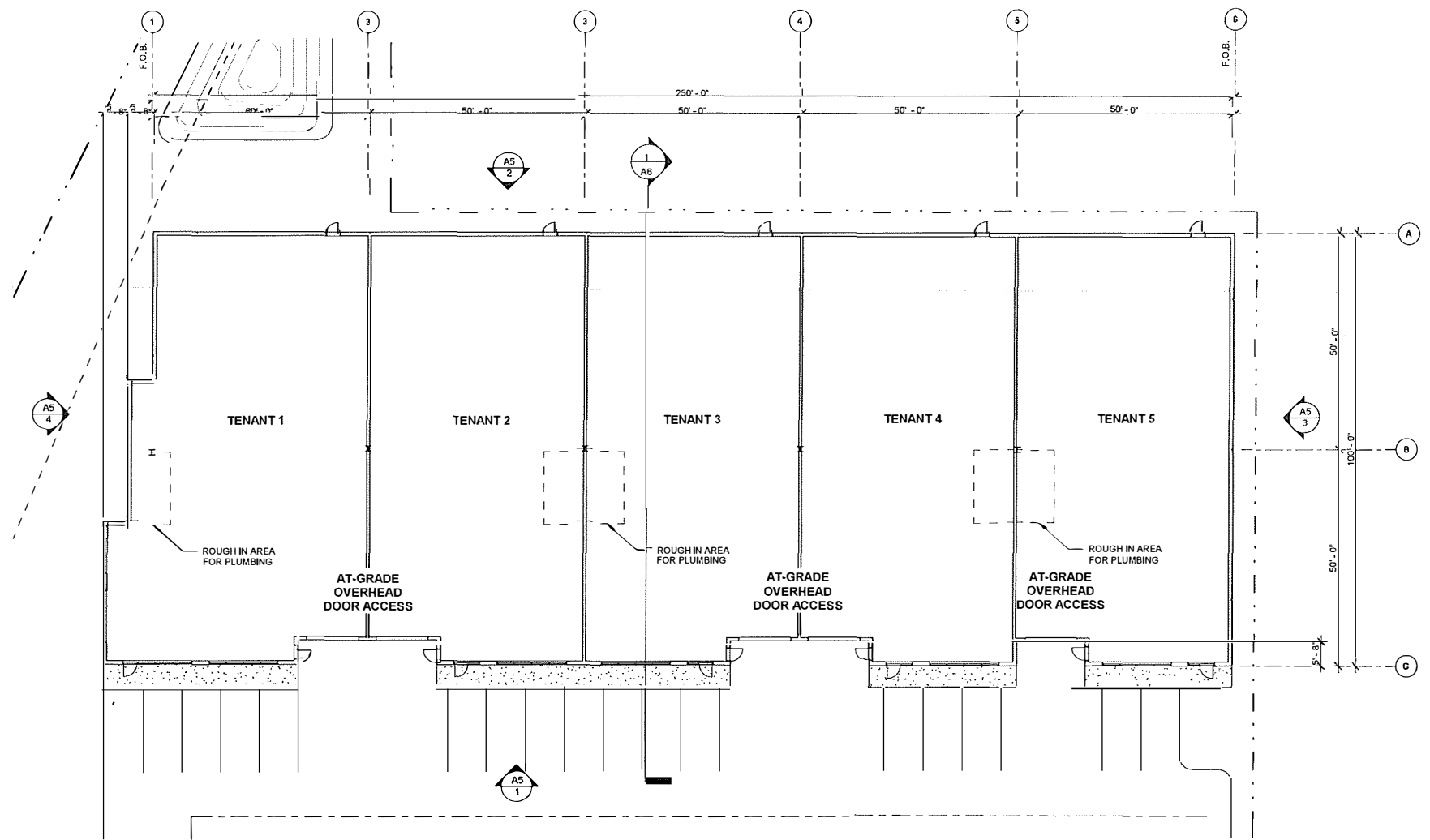
**LIVERMORE ARCHITECTURE & ENGINEERING, INC.**  
1500 SW First Avenue, Suite 240  
Portland, Oregon 97201  
Phone: 503-493-3002  
www.livmore.com

Livmore A&E  
Job No: Z20020.00

**LOWER MILL CONCEPT DESIGN  
PORT OF HOOD RIVER  
3041 LOWER MILL DRIVE  
HOOD RIVER, OREGON 97031**

DRAWING TITLE:  
ELEVATIONS - TAXLOT  
1011  
DRAWN BY: KG  
CHECKED BY: GGB

**A2**



PROJECT NORTH  
 1  
 A4  
 1/16" = 1'-0"  
**FLOOR PLAN - TAXLOT 1015**

**FLOOR PLAN GENERAL NOTES**

- APPLICABLE CODES: ALL WORK SHALL BE IN CONFORMANCE WITH ALL FEDERAL, STATE, AND LOCAL CODES. SPECIFICATIONS AND STANDARDS SHALL MEAN, AND ARE INTENDED TO BE, THE LATEST EDITION, AMENDMENT OR REVISION OF SUCH REFERENCE STANDARD, IN EFFECT AS OF THE DATE OF THE CONTRACT DOCUMENTS.
- CONTRACTOR TO VERIFY EXISTING CONDITIONS AND DIMENSIONS SHOWN OR IMPLIED PRIOR TO START OF CONSTRUCTION AND NOTIFY A/E OF ANY DISCREPANCIES.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY TESTING AND COORDINATE ALL REQUIRED INSPECTIONS.
- GLASS USED IN DOORS AND WINDOWS LOCATED WITHIN A 24" ARC OF THE NEAREST VERTICAL EDGE OF A DOOR OR IN AREAS SUBJECT TO HUMAN IMPACT OR OTHER HAZARDOUS LOCATIONS SHALL BE TEMPERED OR OF AN APPROVED SAFETY GLAZING MATERIAL PER SECTION 2406 OF THE INTERNATIONAL BUILDING CODE (IBC).
- VENTILATION AND LIGHT SHALL BE PROVIDED AS PER SECTIONS 1203 AND 1205 OF THE IBC.
- ALL INSULATION INDICATED ON THE PLANS SHALL COMPLY WITH OR EXCEED THE REQUIREMENTS IN SECTION 719 OF THE IBC FOR SMOKE DENSITY AND FLAME SPREAD.
- PROVIDE CLASS ABC EXTINGUISHERS AT EACH EXIT DOOR AND ONE SUCH THAT THE MAXIMUM TRAVEL DISTANCE DOES NOT EXCEED 75-FEET. COORDINATE FINAL LOCATIONS OF EACH WITH FIRE MARSHALL.
- PROVIDE EGRESS IDENTIFICATION PER SECTION 1011 OF THE IBC. VERIFY EXACT LOCATION OF SIGNS WITH FIRE MARSHAL AT TIME OF CONSTRUCTION.
- PROVIDE EGRESS ILLUMINATION PER SECTION 1006 OF THE IBC BY SEPARATE PERMIT.
- ALL DOOR HARDWARE SHALL COMPLY WITH REQUIREMENTS OF LOCAL ACCESSIBILITY CODES AND THE ADA.
- ALL NEW DOORS AND WINDOWS SHALL COMPLY WITH APPLICABLE ENERGY CODES.
- PROVIDE 18" MIN. CLEAR OPPOSITE DOOR LEVER ON PULL SIDE OF DOOR AND 12" MIN. CLEAR OPPOSITE DOOR LEVER ON PUSH SIDE PER ADA GUIDELINES.
- GRID LINES ARE TO CENTERLINE OF COLUMNS UNLESS NOTED OTHERWISE.
- DIMENSIONS ARE AS FOLLOWS: GRID LINE: CENTER OF COLUMN; WALLS: TO FINISH FACE; OPENINGS: TO CENTERLINE; UNLESS NOTED OTHERWISE.
- PAINT ALL INTERIOR AND EXTERIOR STEEL UNLESS NOTED OTHERWISE.
- PROVIDE BOLLARDS AT ALL OVERHEAD DOORS UNLESS NOTED OTHERWISE.

**LEGEND**

- F.O.B. FACE OF BUILDING
- (E) EXISTING
- C CENTERLINE
- F.F. FINISH FLOOR
- WALL

**APPLICABLE CODES**

BUILDING CODE	2019 OREGON STRUCTURAL SPECIALTY CODE
ELECTRICAL CODE	2017 OREGON ELECTRICAL SPECIALTY CODE
ENERGY CODE	2019 OREGON ZERO ENERGY READY COMMERCIAL CODE
MECHANICAL CODE	2017 OREGON MECHANICAL SPECIALTY CODE
PLUMBING CODE	2017 OREGON PLUMBING SPECIALTY CODE
JURISDICTION	HOOD RIVER COUNTY, OREGON

**OCCUPANCY CLASSIFICATION**

OCCUPANCY GROUPS:	B, F-1, AND S-1
OCCUPANCY SEPARATIONS:	NONE (NON-SEPARATED MIXED USE PER 508.3)

**CONSTRUCTION TYPE**

CONSTRUCTION TYPE: IIB

**BUILDING HEIGHT AND AREA**

FOR SPRINKLERED BUILDING WITH A MAXIMUM OF ONE STORY ABOVE GRADE PLANE

ALLOWABLE AREA:	62,000 SF PER TABLE 506.2
PROPOSED AREA (MAIN FLOOR):	25,112 SF
ALLOWABLE HEIGHT:	75 FT
PROPOSED HEIGHT:	32 FT
ALLOWABLE STORIES:	2
ACTUAL NUMBER OF STORIES:	1 (MEZZANINE DOES NOT CONTRIBUTE TO NUMBER OF STORIES PER SECTION 506)

**FIRE PROTECTION SYSTEMS**

AUTOMATIC SPRINKLER SYSTEM:	REQUIRED
FIRE ALARM:	REQUIRED

B	09/14/20	OWNER REVIEW
A	08/31/20	PRELIMINARY

NOT FOR CONSTRUCTION

**LIVERMORE ARCHITECTURE & ENGINEERING, INC.**  
 1530 SW 11th Avenue, Suite 240  
 Portland, Oregon 97201  
 Phone: 503-493-3300  
 www.livemore.com

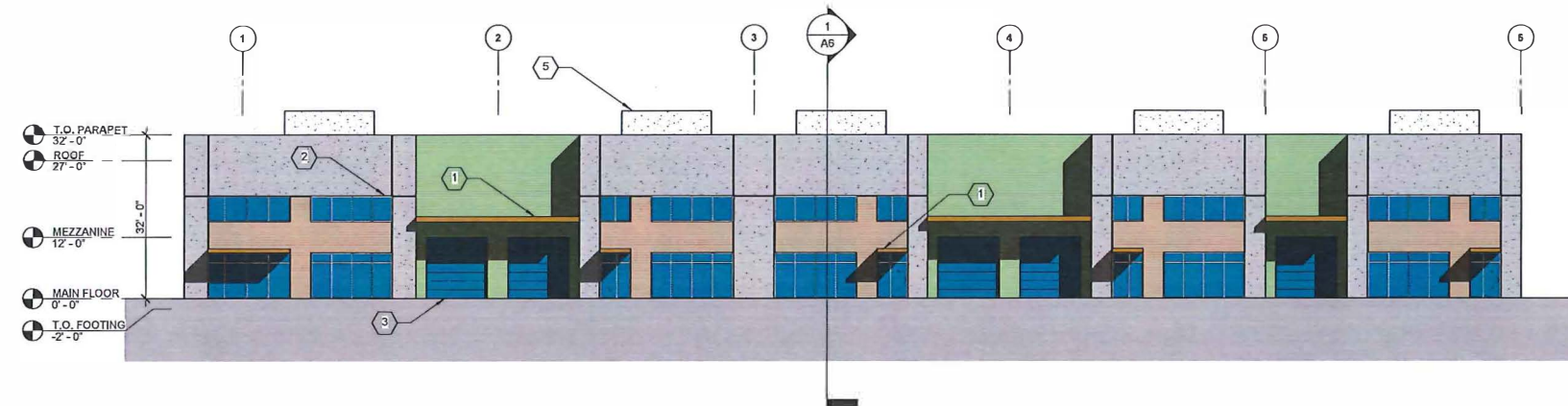
Livemore A&E  
 Job No: 220020.00

LOWER MILL CONCEPT DESIGN  
 PORT OF HOOD RIVER  
 3289 NEAL CREEK MILL ROAD  
 HOOD RIVER, OREGON 97031

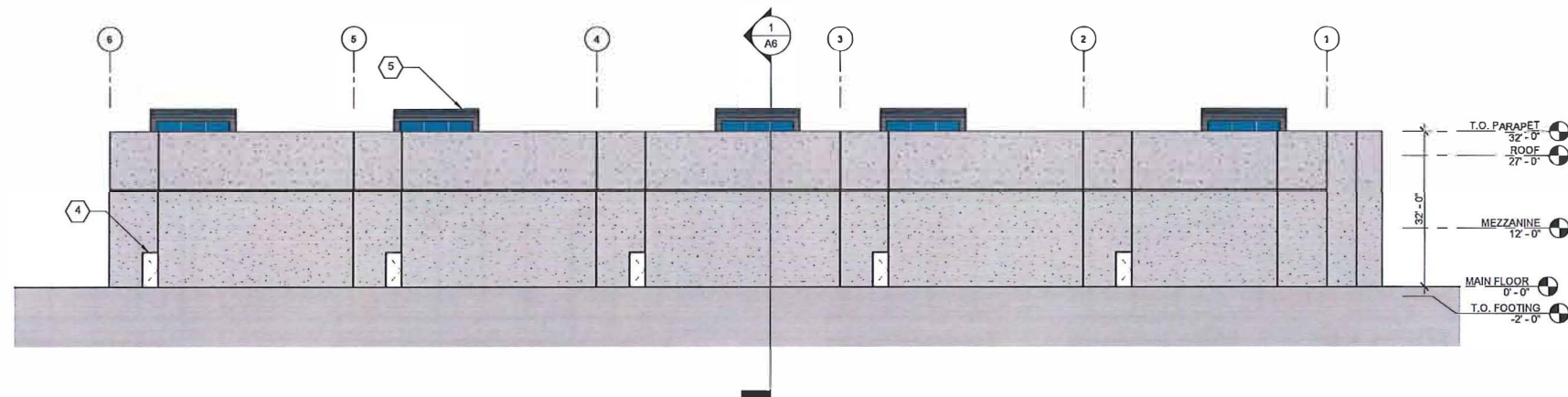
DRAWING TITLE:  
 FLOOR PLAN - TAXLOT  
 1015  
 DRAWN BY: KG  
 CHECKED BY: GGB

A4

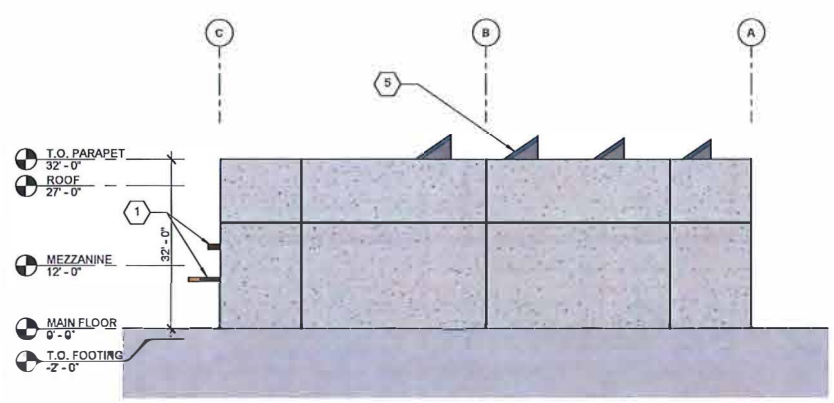




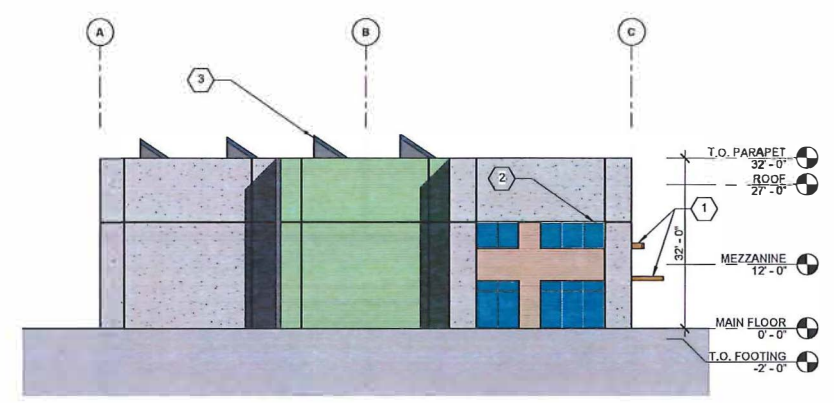
1 SOUTH ELEVATION  
A5 1/16" = 1'-0"



2 NORTH ELEVATION  
A5 1/16" = 1'-0"



3 EAST ELEVATION  
A5 1/16" = 1'-0"



4 WEST ELEVATION  
A5 1/16" = 1'-0"

**ELEVATION GENERAL NOTES**

- CONTRACTOR TO VERIFY EXISTING CONDITIONS AND DIMENSIONS SHOWN OR IMPLIED PRIOR TO THE START OF CONSTRUCTION AND NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCIES.
- FINISH GRADE VARIES. SEE CIVIL DRAWINGS

**LEGEND**

- HORIZONTAL METAL SIDING - AEP SPAN PERCEPTION SERIES
- TILT-UP CONCRETE WALL PANELS
- SPANDREL PANELS

**ELEVATION KEYNOTES**

- 1 MASS TIMBER CANOPY
- 2 ALUMINUM STOREFRONT SYSTEM AND SPANDREL PANELS
- 3 ROLL-UP DOOR
- 4 HOLLOW-METAL DOOR
- 5 ROOF MONITORS WITH PHOTOVOLTAIC PANELS

B 09/14/20 OWNER REVIEW  
A 08/31/20 PRELIMINARY

NOT FOR CONSTRUCTION

**LIVERMORE**  
ARCHITECTURE &  
ENGINEERING, INC.  
1500 SW First Avenue, Suite 240  
Portland, Oregon 97201  
Phone: 503-492-3002  
www.livermore.com

Livermore A&E  
Job No: 220020.00

LOWER MILL CONCEPT DESIGN  
PORT OF HOOD RIVER  
3289 NEAL CREEK MILL ROAD  
HOOD RIVER, OREGON 97031

DRAWING TITLE:  
ELEVATION - TAXLOT 1016

DRAWN BY: KG  
CHECKED BY: GGB

A5





**Executive Director's Report**

October 6, 2020

**Administrative**

- A draft agenda for our annual Fall Planning Meeting is attached. Staff requests Commissioner input and direction of the key topics that warrant focused discussion. In addition, we will need to finalize the time and place for the meeting. Staff is recommending November 10, meeting in person at the Commission meeting room or at another venue capable of ensuring proper physical distancing.
- Also attached is staff's proposed timeline for the 2021-2026 Strategic Business Plan development restart. Commission input is sought on the timing and tasks listed to complete the Plan development process by the end of the fiscal year.
- Marcela Diaz has been promoted to Finance Specialist in recognition of her excellent performance and increasing skills. She will be primarily responsible for Accounts Receivable.
- Brian Spielman will be returning to full-time, regular duty in the Facilities Dept. This is terrific news, but from a staffing standpoint is unfortunately offset by the medical absences of two other employees.
- On September 23 the State of Oregon Office of Economic Analysis (OEA) presented its fifth economic and revenue forecast of the 2019-2021 biennium. Attached is a summary from OPPA director Mark Landauer. The forecast is significantly brighter than the summer forecast had indicated.
- The PNWA annual conference will be held virtually Oct. 6-8. I serve on the Executive Committee and will be participating each day. Commissioners are also encouraged to register and participate. The full conference agenda can be found here: <https://www.pnwa.net/events/2020-pnwa-annual-convention/>

---

**Recreation/Marina**

- The work party that was scheduled for September 12 with CGW2 on to move the large stones in shallow water at the Event Site was canceled due to smoke.
- The boat launch remains extremely busy, particularly on weekends, with the fall fish run underway.
- Port staff removed the chain link fence along the east perimeter of the Marina Green and will be replacing it with the boulders that are stacked in the DMV Lot.
- All seasonal Waterfront Concessions moved out per their lease agreements on October 1<sup>st</sup>.

- The Event Site was reopened for kite launch/land on October 5. This was significantly later than normal due to smoke conditions, higher use by non-kiters, and staff availability for resetting signage and chalking the flight deck.
- John Mann prepared the quote solicitation for the Gates Memorial Project on September 22. The submission deadline is October 13<sup>th</sup>. A construction contract will likely be presented at the October 20<sup>th</sup> Commission meeting.
- American Cruise Lines has decided to install the tie-off bollards on the Marina Breakwater using a local contractor. This work should occur in October.

### **Development/Property**

---

- Due diligence on the Exit #62 property is complete. Communications with the property owner occurred during the week of September 27<sup>th</sup>.
- The re-roof portion of the Big 7 Building project is complete and seismic upgrades will be carried out by a subcontractor over the next two weekends.
- Property lease negotiations with Pfriem and RBS Battens and Hangar leases with Hood Tech and Cloud Cap are underway.
- The Hood River Warming Shelter was considering using the CAT parking lot in the Wasco Business Park for its non-congregate location this winter. The use was not approved by the CAT board due to limitations of federal funding.
- The City is installing new portions of the stormwater line on the waterfront. As part of that project, it seems that the outfall connections for the storm water that comes from both the Halyard Building and the east side of the UTS Building will be terminated. HRK brought this issue to the Port. This is a new situation that is moving quickly, as the City will be abandoning the stormline that currently accepts stormwater from the Halyard Building and there has been no communication from the City that this is occurring.

---

### **Airport**

- The Connect VI project is substantially complete. Final cleanup is occurring now. The concrete fuel pad is scheduled for install on Oct. 12. Final seeding will occur that same week if there is sufficient moisture in the weather forecast.
- The North Apron project asphalt repairs were completed by Granite Construction on Oct. 1<sup>st</sup>. Tie-down chains are in and final seeding and planting of the wetlands will occur in mid-October or once there is enough moisture in the forecast to support planting.

- The Airport Noise Committee met on September 24 to discuss and refine a specific set of recommended actions to help alleviate the noise that affects some nearby residents. This is recommended as a topic of discussion at the Fall Planning Work Session.
  - Minutes from the September 24 meeting of the Airport Advisory Committee are attached.
  - There are now 12 individuals on the wait list to build box hangars at the airport.
  - Staff has submitted the 5-year CIP list to ODA and FAA in anticipation of a Joint Planning Conference in November. This will set up the next five years of grant funding for airport projects. Included currently on the list are the east side hangar apron and taxiway design and construction and relocation of the anemometer.
- 

### **Bridge/Transportation**

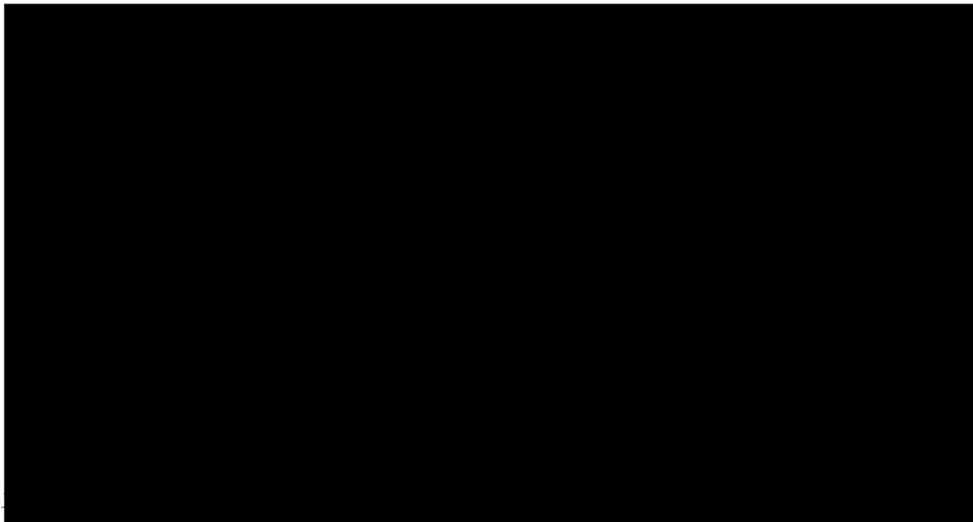
- M&E evaluation and testing of the lift span that had been scheduled for September 21-23 was postponed due to concerns about impact to fruit deliveries. Staff from Stafford Bandlow Engineering (SBE) did come out those days to conduct mechanical evaluation that did not require bridge lifts. One area of inspection was the lift span which is not setting properly on its west side bearings. Coffman Engineering was retained to carry out structural evaluation due to weld cracking in an attachment piece to the floor beam. It appears now that it will be possible to install shims at two bearing points but grinding of the span lock will also be required. The work can be carried out at night but will necessitate a 3-4-hour full closure of the bridge.
- Mt. Adams Fruit has clarified that their primary window for fruit deliveries is August 1-October 31, although activity usually trails off in the last two weeks of October. Staff is working with SBE to determine if the NTD and electrical inspection can be done that late in the year.

This page intentionally left blank.

**Genevieve Scholl**

---

**From:** Mark Landauer <Mark@mjlconsulting.com >  
**Sent:** Wednesday, September 23, 2020 1:04 PM  
**To:**



**Cc:** Frank Stratton  
**Subject:** Revenue Forecast  
**Attachments:** EcoForecast.pdf; RevForecast.pdf

Folks:

I hope each of you and your families are safe and healthy.

Today, the Office of Economic Analysis (OEA) presented its fifth economic and revenue forecast of the 2019-2021 biennium.

Just over six months ago the OEA reported to a joint meeting that “the chance of a recession this year was 1 in 4.” Needless to say, a whole lot has happened since that time.

Despite the fact that we are experiencing the deepest recession since the 1940’s with a 14 percent unemployment today’s forecast is a massive surprise – in a good way – essentially a \$2 billion dollar swing in the right direction!

Oregon’s unemployment rate remains relatively high and are comparable to the height of the Great Recession. The good news is that the actual unemployment rate is far lower than the predicted unemployment rate that was contained in the previous forecast. In reality, Oregon has lost 160,000 jobs rather than the 266,000 that was predicted back in June..

Personal and corporate income taxes have continued to grow which is somewhat shocking. So how can this be, with all the job losses? What is the disconnect? Broadly speaking, there are timing issues, federal aid, income inequality and a spillover from the previous tax year all contributing to this forecast.

As of this forecast we can now expect a 3 year recovery rather than a 4+ year recovery. Federal aid has really cushioned much of the impact to incomes thus far (unemployment). But that federal aid is drying up for many (expanded unemployment has expired so has the Personal Paycheck Protection Program). Low income workers have disproportionately been impacted by the recession. Middle and high income workers have been relatively spared from the impacts low income workers are experiencing.

Typically it takes a couple years for a shock to manifest itself in the economy so what saved us? Well among other things, the Paycheck Protection Program and expanded unemployment benefits, and better than expected income taxes from high income workers. Income inequality is playing a part. High income

individuals are doing remarkably well and as a result a few individuals can have a big impact on the rev outlook for the state.

Furthermore, there has been a pretty strong rebound in consumer spending. Interestingly, video lottery has really bounced back overnight and more strongly than anticipated by 40% from the previous forecast. Also, the poverty gap between racial minorities and their white counterparts has narrowed in the last decade but remains large.

But down the road the job losses that we have experienced, despite being lower than predicted in the last forecast, will really begin to impact the economy and revenue – meaning the next biennium. There are also big questions like what happens when all the deferred rent becomes due, and what portion of those who are unemployed will be so on a temporary versus a permanent basis. Another risk to the forecast is whether the federal government will fail to pass another stimulus package.

Recovery for Oregon will be interesting because economic expansion oftentimes depends on immigration. And recently, Oregon has taken it on the chin from an outside public perception. With the fires, protests, and anarchist rumors abounding, the press attention on Portland and on the state has tarnished our luster resulting in a pretty big hit from outside observers making our state a less attractive as a place to move to.

Bottom line at this point in time, the state's budget is in a very solid position. However, we are still anticipating some difficulties going into the next session. With a \$1.7 billion ending balance from this biennium that money would permit the next biennium's expenditures to increase by about 8%. When you consider that a typical biennium over biennium expenditures increase about 13% we can now begin to understand what proposed budgets will look like for the upcoming biennium.

Now to economic and revenue forecast numbers.

Second Quarter personal income tax collections were up \$380. (23.2%) from the June forecast and personal income is down \$108 million(-0.6%) from the Close of Session Forecast (COS). Second Quarter corporate income tax collections were up \$67.8 million (30.9%) from the June forecast and corporate tax revenue is up nearly \$140 million (11.7%) from the COS estimate. Projected Net General Fund (GF) resources are up \$1.814 billion (9.4%) from the June forecast. Projected lottery resources are up \$149.7 (12/8%) from the June forecast. Projected combined net GF and Lottery resources are up \$1.963 billion (8.6%) from the June forecast and are up \$473.6 million (1.9%) from COS.

At this time Oregon's Personal Kicker is not expected to kick for personal income taxes but we are now within \$500 million in triggering the kicker. Corporate kicker is now projected to kick to the tune of nearly \$140 million.

Interestingly, the projected budget for the 2021-2023 budget is now forecasted to have nearly \$3 billion more than from the previous forecast in June. Furthermore, reserves now stand at nearly \$3 billion with \$424 million in the Educational Stability Fund, \$952 million in the Rainy Day Fund and \$1.7 billion in the projected ending balance.

I have attached the economic and revenue forecast reports if you are interested in the details.

Please let me know if you have any questions.

Best regards,  
Mark Landauer



**Agenda**  
**2020 Fall Planning Work Session**

November \_\_, 2020

Noon – 4:00 P.M.

Via Remote Video Conference and Marina Center Boardroom

---

- |             |   |                |
|-------------|---|----------------|
| <b>I.</b>   | <b>Overview/Objectives - <i>President Everitt</i></b>   | <i>5 min.</i>  |
| <b>II.</b>  | <b>Financial Overview</b>   | <i>15 min.</i> |
|             | <ul style="list-style-type: none"> <li>• Handout: 10-year Financial Model Summary</li> <li>• Highlight: COVID Impacts</li> </ul>  |                |
| <b>III.</b> | <b>Discussion Topics</b>  |                |
|             | <b>A. 2021-26 Strategic Business Plan</b>   | <i>60 min.</i> |
|             | <i>Goal: Re-start the SBP preparation process, review progress status prior to delay, determine scope of additional public outreach and discuss preliminary list of key strategies.</i> |                |
|             | <b>B. Hood River Bridge Replacement</b>   | <i>60 min.</i> |
|             | <i>Goal: Discuss and finalize key advocacy actions, roles and responsibilities for bridge replacement legislative authority and funding.</i>  |                |
|             | <b>C. Real Estate Development Strategy</b>  | <i>60 min.</i> |
|             | <i>Goal: Review funding availability and finalize priority projects, objectives, and primary next steps for advancing real estate development projects.</i>                             |                |
|             | <b>D. Waterfront Recreation &amp; Ordinance 24</b>  | <i>30 min.</i> |
|             | <i>Goal: Review staff recommended updates to Port Ordinance 24 and discuss parking and other enforcement issues on the waterfront.</i>  |                |
|             | <b>E. Airport Noise Abatement</b>   | <i>30 min.</i> |
|             | <i>Goal: Consider Airport Noise Committee recommendations for operational changes at the airport and discuss enforcement capabilities.</i>  |                |
| <b>IV.</b>  | <b>Other Issues</b>   |                |
|             | <i>Open discussion.</i>   |                |

This page intentionally left blank.

# Commission Memo

Prepared by: Genevieve Scholl  
Date: October 6, 2020  
Re: Strategic Business Plan Schedule Update



The Strategic Business Plan Update project was suspended in March due to the COVID-19 pandemic outbreak. The Commission approved extensions of consultant contracts for the project through June of 2020, and Business Oregon has authorized an extension of the \$50K in grant funding support for the project. Staff proposes the following schedule of events for the coming months. Events requiring Commissioner attendance shown in **bold** (please confirm availability).

- **Fall Planning Work Session.** November 10. This is an annual half-day retreat meeting usually focused on brainstorming major capital improvement projects, real estate development or purchases, important policy changes, and other initiatives for the coming year. Staff recommends the 2020 Fall Planning session expand the scope of vision to encompass (broadly) the next five years but follow the traditional format. Specific to the SBP project, the discussion would include:
  1. Brief review of the Situation Assessment.
  2. Discussion of those Key Assumptions flagged as requiring further discussion.
  3. Staff presentation on recommended scope and method of second outreach effort to local businesses and stakeholders.
  4. Preliminary review of projects/strategies list.
- **Post-COVID Public Outreach Effort.** January 2021. Staff, consultants, and Commissioners would be involved in this effort that may include telephone interviews and surveys of local businesses and stakeholders on business retention and expansion needs generally, and specifically in light of the pandemic.
- **Commission Work Session: Strategies and Actions.** February 2021. During this work session, the Commission will utilize the information provided by the first survey, the second public outreach effort, the Fall Planning retreat discussion, consultant reports, and staff recommendations to compile a list of specific strategies and actions for the FY 2021-2026 Strategic Business Plan.
- **First Draft Review.** March 2021. This document will be a rough draft of the Plan and will not yet include any formatting or graphic design. After receiving and incorporating Commission edits, the second draft will then undergo graphic design.
- **Public Hearing on Draft Plan.** May 2021. The public hearing take place during the regular meeting, and would be advertised extensively for two weeks prior, with the draft document available online. Staff would provide a report on written public

comment received, and members of the public would be welcome to speak on any topic of the draft. After the public hearing, Commission discussion and direction would be sought on any material changes to the Plan.

- **Final Draft Plan Approval and Adoption.** June 2021.

**RECOMMENDATION:** Discussion.



# Port of Hood River

*Providing for the region's economic*

**INDUSTRIAL/COMMERCIAL FACILITIES • AIRPORT • INTERSTATE BRIDGE • MARINA**

1000 E. Port Marina Drive • Hood River, OR 97031 • (541) 386-1645 • Fax: (541) 386-1395 •  
[www.portofhoodriver.com](http://www.portofhoodriver.com) • Email: [porthr@gorge.net](mailto:porthr@gorge.net)

## **MINUTES AIRPORT ADVISORY COMMITTEE Thursday, September 24, 2020**

1. Members Present: Tor Beiker, Margo Dameier, Adam Young, Ken Newman, Brook Beilen, Dave Koebel, John Benton (WAAAM)  
Staff: Michael McElwee, Anne Medenbach  
Absent: Commissioner Streich, Jeff Renard (FBO)
2. Minutes are not yet prepared for the August 20 meeting; Anne will have those next week.
3. The Commissioners approved the new members and adding WAAAM as a permanent member. John Benton is representing WAAAM and the two new members are Adam Young and Margo Demeier. The guidance statement, which is informal and required no Commission approval, was presented and generally accepted by the Commission. That statement is:  
“The Airport Advisory Committee gathers information and analyzes options in order to provide input and advice to the Port of Hood River Board of Commissioners on airport and aviation related issue.”
4. Chris Robuck apologized for her behavior at the August 20<sup>th</sup> meeting and stated that she had been frustrated with the process.
5. Century West Engineer James Kirby and Bianca Villanueva attended and lead a discussion about the airport planning and construction process with the FAA. The big impact is that the airport is design for both group 1 & 2 aircraft which requires greater setbacks for everything.
  - i. There is a net tie-down loss of 40, between the last 7 years of projects. This matches the FAA projection for need. However, the airport has a wait list for both tie downs and hangars and may be able to push for more tie downs. There are some potential option locations for tie-downs, however, none of them are FAA eligible. Dave suggested installing a concrete ribbon on the building pads to tie down on. Further discussion need.

# Port of Hood River

*future.*

*Providing for the region's economic*

- ii. Discussed the AWOS location. Determined that just the anemometer could be relocated, keeping the rest of the equipment where it is. That project could be funded by the FAA and should be included in this years CIP list. It can be funded by NPE's. Total cost is estimated at \$100,0000.
- iii. The AAC would also like to look for another location for a supplementary wind cone.

ACTION: The AAC would like to recommend to the Commission that they move the anemometer as part of the CIP list for next year as it is a major safety concern. Also, to look at a location to add a supplementary wind cone mid field.

- 6. Anne gave an update on the projects which should be complete by the end of October. The Commission approved moving ahead with installing the fuel farm concrete pad with extra funds left over from the COVI/ODOT project being under budget. That will be complete toward the end of October.
- 7. WAAAM is slow.
- 8. Glider club has been operating for two weeks as they have their tow plane back. Lots of new students.
- 9. New Business
  - i. T hangar lease input needs to be received by Oct. 1. Brook sent out a google doc for your comments.
  - ii. Mark Stanfield had several questions for the AAC:
    - 1. Can the Port install flush mounted runway lights? Yes, it's a matter of budget and staff time.
    - 2. Has there been further developments with a hot ramp? No, again, staff time has not been available.
    - 3. Is there a place for potential hangar for the glider club? Yes, potentially across 25 in the box hangar area that the Commission is currently considering developing. It is not possible in the glider current location as the zoning is not correct and not easily changed.
    - 4. Could the Port pay for a quieter prop for the tow plane? The Port is waiting for a formal request to take to the Commission.
    - 5. Should the tow plane switch pattern direction to R? There was no consensus on this.
  - iii. Pilot controlled lighting- Discussion and unanimous consent that this is what the AAC wants to move to. It is how the FAA lists the airport already.

## Tolling Committee Report Submitted by President John Everitt via email 10/01/2020

Fred and I had our first meeting of the “Tolling Committee” and I want to report to the commission.

My primary take away was that I had an incorrect idea of the scope and commitment of resources we have made to “growing” our tolling business. In fact, except for wages paid to Tyler Mann, our intern who did the bridge study, no moneys have been spent beyond those invested to improve the efficiency of operating our own bridge. The knowledge and experience we gained making our system better have given us expertise, which we were able to leverage into an agreement with the Port of Cascade Locks to provide them with electronic tolling.

In addition, for the foreseeable future, marketing and sales of tolling as a service will consist of Port networking with colleagues at the International Bridge, Tunnel and Turnpike Association (IBTTA) and the Western Region Interoperability Committee that works with the 6C Coalition. I now understand our strategy to be one of organic growth, driven by demand and circumstances, such as the Bull Run Bridge being rate limited by ODOT, creating a need for the bridge owners and an opportunity for us.

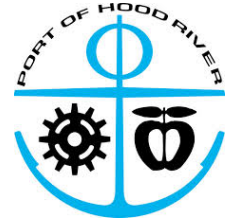
Below is a quote from an email Fred sent me which helped me understand what “6C protocol” is and why it is important:

“The organization that all tolling agencies in the US are tied to is the International Bridge, Tunnel and Turnpike Association (IBTTA). This organization has been directed by the Federal Department of Transportation to make a unified effort to connect all tolling agencies in the US and Canada. The idea is that one transponder can cross the US without having to stop and pay a toll. The West coast is leading this effort since the West coast is the region of the US that has unified under one protocol (6C) which provides the technical specifications that the entire country can fall under. This can NOT be accomplished with any other protocol being used in the US as of today. Being included in the 6C Coalition and the Western Region Interoperability Committee, allows the Port of Hood River and the Port of Cascade Locks to move forward with interoperability if the Federal government mandates that to occur.”

This page intentionally left blank.



# Commission Memo



Prepared by: Fred Kowell  
Date: October 6, 2020  
Re: PSquare LLC, Task Order No. 6

---

The attached Task Order No. 6 with PSquare will enable the Port to provide one of the most often requested services by our customers – the option to pay by credit card at the toll booth. This task order will complete the integration of the credit card terminals with the tolling system and will include building an interface within the tolling system such that a payment can be tied to a vehicle and reported within the system. This enhancement will allow the payment card transactions to be secured behind our tolling network and will allow reporting to be completed with respect to toll collections. This enhancement has been requested by bridge users for a long time and will enhance our toll collections overall.

The credit card payments will be accepted for toll payment but not for adding funds to a Breezeby account due to the time constraints we have relating to traffic backups at our facility. The Port has been very successful in the development of our tolling system with P-Square. The system we have in place today allows the Port to collect tolls in the most effective and customer-friendly manner possible. The cost of this payment card interface enhancement is \$42,000.

The second portion of this Task Order is to develop the reporting structure in a manner that allows staff (and any other licensed user like POCL) to pull information and data from the system for reporting or analysis. The existing system has numerous default reports but custom reports require technical assistance through PSquare. The \$8,000 cost will allow the Port to lower support costs over time by having staff able to apply queries to the tolling system to satisfy the numerous customer issues.

This has been a long journey in getting our tolling system to be an All Electronic tolling system that matches any other system on the west coast. Staff will defer any further enhancements.

**RECOMMENDATION:** Approve Task Order 6 with PSquare, not-to-exceed \$50,000 for payment card interface and reporting enhancements to our tolling system subject to legal counsel review.

This page intentionally left blank.

TASK ORDER 6  
SCOPE OF SERVICES  
for  
ELECTRONIC TOLLING SYSTEMS SUPPORT AND DEVELOPMENT

October 6, 2020

This Task Order No. 6 pertains to a Personal Services Agreement, ("Agreement") by and between Port of Hood River, ("Port"), and P-Square LLC ("Consultant"), dated February 20, 2018 ("the Agreement"). Consultant shall perform Services on the project described below as provided herein as the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall pertain to the Services described below.

**PART 1.0 PROJECT DESCRIPTION & PURPOSE**

The Port has upgraded its toll collection system due to the obsolescence of the Windows XP operating system and the inability of acquiring legacy consulting assistance. The new system's hardware and software is similar in functionality to what was in operation before. However, the Port desires to use credit cards in the toll booth and interface the payments with the tolling system which will specifically identify the vehicle to the payment made. This new interface allows the Port to be in compliance with the PCI standards required for the use of payment cards.

P-Square Solutions LLC will be used in building this interface with the existing tolling system network and infrastructure. This project will provide the necessary enhancements at the toll booth and the technology will be a significant customer service benefit to our customers. In addition, more reporting capability will be provided in this enhancement that allows users to be more integral to the reporting capabilities of the data stored within the tolling system.

**PART 2.0 SCOPE OF SERVICES**

Task 1 : Tolling Systems Enhancement System

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

- Install and interface credit card terminals at the toll booth and interface the transactions within the tolling system network and infrastructure such that payments can be identified by vehicle.
- Provide reports and a reporting capability that allows users to access the tolling data such that reports and analytical data can be pulled and compiled into reports by users. This require a reporting module to be used by users to extract tolling information based upon ad hoc requests.

### Assumptions

The following assumptions are made:

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

### Deliverables

The following items shall be delivered to the Port:

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

### Task 2: Project Management & Administration

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

- Provide billings of services performed when tasks are complete or are determined by contract. Schedule updates shall be provided with month progress reports.
- Correspond with owner regarding planning and development tasks, billing, expenses, efficiencies and customer value and deliverables;
- Correspond with credit card merchant provider and gateway provider to allow for payments to be flow securely (PCI compliant), and in a manner applicable to the ICD that is required by both entities.

- Perform Quality Control (QC) testing before any patch or enhancement is updated to the production environment and communicating such deliverables to Port staff;

Deliverables

**PART 3.0 PORT'S RESPONSIBILITIES:**

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

**PART 4.0 PERIODS OF SERVICE:**

This contract is for a period of 3-6 months starting no later than October 6, 2020. Notice to proceed to Consultant is assumed to be not later than October 6, 2020.

**PART 5.0 PAYMENTS TO CONSULTANT:**

The total professional service fees for labor for this Task Order No. 5 shall be a not-to-exceed amount of \$50,000. Travel and related expenses or equipment costs are to be billed separately and will be reimbursed at cost. These costs are not part of the not-to-exceed amount of this Task order project.

**PART 6.0 OTHER:**

Annual Support will include this enhancement when the project is completed.

This Task Order is executed this \_\_\_\_\_ date.

\_\_\_\_\_  
 PORT OF HOOD RIVER  
 "Port"

BY:

NAME: Michael McElwee

TITLE: Executive Director

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

P SQUARE SOLUTIONS LLC.

"Consultant"

NAME: Reddy Patlolla

TITLE:

President

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

This page intentionally left blank.

# Commission Memo



Prepared by: Daryl Stafford  
Date: October 6, 2020  
Re: Marina Software Purchase

---

As part of our Work Plan and FY 2020-21 Budget, Port staff has been researching a new software program for tenant contract management for the Marina and Airport that would replace the existing marina program due to vendor non-support. The new Marina Controller system is compatible with our accounting program, Microsoft Dynamics (Great Plains).

We have met via Zoom on several occasions with staff from Middi Mainframe, the supplier of Marina Controller, and believe this program will meet our needs to manage the Marina and T-Hangar billing.

The purchase price also includes setup, installation, backups and migration of some data from our existing system. There is an ongoing annual support cost of \$1,700.00 that is not part of the purchase.

**RECOMMENDATION:** Authorize purchase agreement with Middi Mainframe Associates for purchase of Marina Controller software not to exceed \$11,879.

This page intentionally left blank.





**PROPOSAL TO SUPPLY**

**THE MARINA CONTROLLER**

**TO**

**PORT OF HOOD RIVER**

1000 E. Port Marina Drive  
Hood River, OR 97031

**BY**

**MIDDI MAINFRAME ASSOCIATES LTD.**

Po Box 195 Station A Nanaimo  
Nanaimo, BC V9R 5K9

---

**INTRODUCTION**

Controller Series Software is owned and operated by Middi Mainframe Associates, a 35-year-old North American company specializing in developing, deploying, and supporting business management systems. Our product is widely installed in businesses that vary in size from one station to over eighty. Many of them operate seven days a week and produce sales of more than \$200 million a year.

We are confident PORT OF HOOD RIVER will benefit from the many flexible features of Marina Controller, streamlining your moorage procedures and daily routines. Your continued satisfaction is our goal. Our team of engineers is dedicated to customizing Marina Controller to meet the continued unique needs of our marina customers. With your needs in mind, here is a proposal for the supply of the Marina Controller Software.



## **MARINA CONTROLLER INSTALLATION**

The Marina Controller application software covered in this quote includes the following integrated modules:

- Visual Marina**
  - Dock Management**
  - Customer Reservations**
  - Slips, Lineal, and Rafting Moorage**
  - Sublet Reservations**
  - Customer and Vessel Information**
- Point of Sale**
  - Invoice Transactions**
  - Quote Management**
- Accounts Receivable**
  - Account Inquiry**
  - ROA (Received on Account)**
  - Statements**
- Marina Inventory Module**
- Autobill for Annual and Monthly Customers**
- Power and Water Billing**
- Marina Reports**
- Clerk Management**
- Integration with Global Payments Integrated/Swift Harbour Token Module**
- Integration with Swift Harbour for Web-Based Marina Park Picnic Shelter Bookings**

If you require additional changes (enhancements) to these modules they will be quoted separately from this proposal.

## **Marina Controller Licensing**

Licensing purchased by PORT OF HOOD RIVER applies to the ownership of the Marina Controller database only.

Marina Controller is a concurrent user license indicating that the number of licenses purchased will dictate how many users can access Marina Controller simultaneously. A concurrent license is company-wide and shared by anyone with authorized credentials. The software license is based on the number of simultaneous users accessing the program. For example, if you have purchased a 4-station system after four users are logged on to the program, the fifth user is prohibited. When any one of the first four logs out, the next person can log in.

Marina Controller provides simultaneous access to centralized customer data, reservations, reports, etc. through local or global secured connections. Our software provides proper record locking to ensure that accessed data is not compromised by others who may require admittance to the same data.

Additional users can be easily added upon request at the going rate per station. If further assistance is required to configure workstations, this will be billable at the time taken. The Marina Controller Service Agreement will be adjusted accordingly.



## **Server and Workstations**

This proposal assumes that Marina Controller can be loaded on a virtual machine with full administrative access on the current onsite server; we would prefer not to have access to your host server, only the virtual machine. The server will be a standalone unit and will be used for Controller Series Software support access only, it cannot be a machine that you are using for daily use. The virtual server specifications include 1 TB hard drive, 16 GB (minimum) RAM, CPU quadcore minimum, and Windows 10 Pro. We recommend that you have a 2 drive Mirror RAID setup on your server. It is recommended that your server is replaced every three years.

All hardware (workstations/printers) are required to be in place and working correctly. Workstations must have a minimum of Windows 10 Pro. PORT OF HOOD RIVER will be responsible for all network configuration, cables, and wiring. A review of existing hardware and network can be arranged with a Marina Controller Technician. *There is no hardware included in this proposal.*

All sites must have internet access (high speed recommended). All workstations must be on the same network (local or VPN connection). A static IP is recommended. We recommend you do not use the default RD ports. A local provider will be required to setup and maintain your network.

PORT OF HOOD RIVER will be responsible for keeping their Windows Operating System up to date with the latest technology to effectively run the most recent version of Controller Series Software.

## **Backup Solution**

*Port of Hood River is responsible for both local and off-site backup solutions and data security.*

For your consideration, Controller Series Software proposes subscribing to CrashPlan for Small Business with USB external drive rotation for your local and off-site backup solution. We currently have many of our customers, including our in-house practises, using this paid version as it includes the extra benefit of cloud backups. Cloud backup will add an extra layer of protection for your business data. It gives you that added security that your data is safe.

CrashPlan charges \$10 USD per month to the credit card provided and all invoicing and notifications will be emailed directly to PORT OF HOOD RIVER; we will only provide the setup. The server will require 2 USB (minimum 1 TB) external hard drives that need to be rotated daily for offsite backups (not quoted).

If you choose to have a local tech setup your backup solution, please advise your backup solution for our records.

## **Project Management**

In the 35+ years that we have been installing our software, we have learned that proper planning, installation, and training are critical to success. We have also learned it is impossible to predict how much labour will be required to complete a project of this size to everyone's satisfaction, however barring any unforeseen complications, we are confident we will complete this project within the labour budget allowed. Please be advised that both overruns and underruns are possible, and PORT OF HOOD RIVER will be required to authorize overruns for payment.

The Controller Series Software Service Agreement labour rate is \$110 USD per hour.

To remain within our proposed labour budget, it will be necessary for PORT OF HOOD RIVER to make a serious commitment to success. This is done by assigning an in-house project manager. This person must be part of the management group and be able to make decisions and assign resources.



*We require that you assign a project manager who is willing, able, and eager to do the job; the labour estimates are based on this assumption.*

The importance of this position, particularly in a large installation, cannot be overemphasized. This is NOT a full-time position and will only exist for a few months. You must ensure that the person assigned to this project has the time required to get this extra work done. Assigning an already busy manager to this temporary position, without proper backup, will result in project delays that we will have no control over. It can also result in poor implementation of this very important business management strategy.

Assuming you have assigned a capable project manager, here is a broad description of how your new business management system will be implemented:

1. Representatives from Marina Controller and PORT OF HOOD RIVER will meet by conference call to carry out introductory training and project planning. The first session also produces the first version of the rollout plan including various benchmark dates such as customer setup, site setup, current reservation setup, and go-live.
2. Senior management of both companies will approve the plan and the project managers proceed with the implementation. We all know that change is inherent in planning, but experience has shown us that the most important part of this process is everyone's understanding and approving the plan.
3. Both groups will end up with "homework" because of the first session. Shortly after this session, we will have your server up and running and accessible at our offices via the internet. This opens the door for both parties to initiate both setup and hands-on training.

***A considerable amount of time will need to be dedicated to data entry.*** Your customers, reservations, and inventory will all need to be setup in the new system. Customer import is included in this proposal but if you would like our assistance with reservations and inventory, it will be billed at the time taken.

### **Labour Services**

The labour services\* included in this proposal allow for the following activities on our part:

**Marina Controller Software Services:** This refers to the steps we take before delivering the system to prepare it for use in your business. Various people in both of our organizations get involved in this and as a result, the system often arrives with user accounts created, departments configured, and print programs determined.

**Project Management:** This is a standard component for all our projects. This includes hardware acquisition coordination, and organization of your training sessions, overseeing your go-live process, and a variety of other administrative tasks that we take to ensure our mutual success in implementing your new system. It is the most often overlooked facet in the rollout of business-wide systems and something we understand very well.

**Network/Hardware Setup:** This refers to the remote integration of our system into your current network. This labour will be used to set up your PC and printers to work with the Marina Controller Software. It is required that your local tech be responsible for your network.

**Training/System Analysis/Training Prep:** Training is provided over the phone and via the internet. This level of detail is usually worked out by our respective project managers, but we are open to whatever configuration works best for you. It is best to schedule multiple training sessions and allow some time for quick questions. If onsite training is requested, travel time and expenses will be billed separately.



**Programming:** There are five types of programming included in the quote.

- *Agreement:* We will recreate your agreement in Marina Controller. The agreement will autofill customer, vessel, and reservation information from the Marina Controller Software. We have included one moorage agreement in this proposal for the marina. If you have additional agreements, please contact us for an estimate.
- *Maps:* Mainframe will use the provided maps from PORT OF HOOD RIVER for the marina and airport locations. The programming quoted includes drawing site boxes for regular sites and lineal moorage (if applicable). These are estimates only and will be billed at the time taken. The maps will not be to scale.
- *Print Programs:* This includes print programs for invoices, ROA's, and statements.
- *Integration with EdgeExpress (a division of Global Payments Integrated):* EdgeExpress is an optional module to integrate your credit and debit card payments with Marina Controller. The integration is provided at no additional cost for the module, setup, and training. This module allows automatic billing to a credit card for annual and monthly moorage customers as well as the credit card and debit payments of regular point of sale transactions.
- *Integration with Swift Harbour and Global Payment Integrated Token Module:* The Swift Harbour integration makes it easy for Web Reservations to be accepted or declined for transient moorage at the marina and reservations for the picnic shelter. It allows for importing customer, vessel, and reservation details directly into Marina Controller without duplicate entry. With the addition of the EdgeExpress integration, credit card information can be collected as tokens by Swift Harbour and passed to Marina Controller to be used at the time of reservation or as a deposit for both the marina and Marina Park Picnic Shelter. This conforms with the required PC Compliance for credit card security. The setup for Swift Harbour and the collection of tokens is included in this proposal but Swift Harbour will charge directly an annual subscription cost of \$399 USD per year which is not included and payable directly to Swift Harbour.

**Enhancements:** Since Mainframe Associates are the developers, over time it's common for the customer to request new features to be added to the Marina Controller software. These new requests will be quoted to the customer and require authorization and deposit to proceed.

**Data Import:** The import of your customer data (name, address, vessel, etc.) in a CSV file is included. The import format will be sent to you prior and we will work with you to ensure it is ready for import. However, it does not include importing previous invoices and reservation history that you may have in your current system. If you have inventory you wish to import, please forward it to Mainframe Associates to get a data import quote separately.

**\*Controller Series Software reserves the right to allocate hours assigned to any of the above labour services in this proposal to another labour service as required for a successful installation.**

### **Optional Modules**

The following optional modules are not included in the proposal, if interested, please contact us directly for more information and a quote:

#### **Integration with Great Plains Accounting**

The integration with Great Plains Accounting module exports invoices and payments in detail or summary form from Marina Controller to the Great Plains Accounting program.

#### **Integration with Computrol**

Integration with Computrol Fuel units allows pumped fuel amounts to be directly sent to Marina Controller for billing. The units are purchased from Computrol and installed by their recommended technicians only. It is possible without the module to sell gas manually.

### **SERVICE AGREEMENT**

Controller Series Software Service Agreement price for three months is **\$425 USD** for Two Stations. *The Service Agreement commences on your "Go Live" date or 3 months after the signed proposal is received, whichever comes first.* Optional modules will adjust pricing to the Service Agreement and will be billed separately.

Licensing purchased by PORT OF HOOD RIVER applies to the ownership of the Marina Controller software database only. Access to Marina Controller software programs will expire if payments are not current.

The Marina Controller Software Agreement includes support services, minor updates to your Controller Series Software programs, quick how-to questions, and user manual. Regular program training and configuration are billable and will be quoted separately.





**ORDER AND DELIVERY**

To initiate your order, a signed copy of this document, along with payment (as described below), must be returned to our office. This results in the setup of a project management team at our office, which in turn will result in our project manager contacting you to discuss scheduling options.

**Investment Summary**

Below is a summary of the investment Mainframe Associates is proposing for PORT OF HOOD RIVER:

<b><u>Two-Station System</u></b>	
<i>Marina Controller Service Agreement rate for Two Stations is \$425.00* quarterly.</i>	
<hr/>	
<b>Total Investment:</b>	<b>\$11,879.00*</b>

**Payment and Terms**

An initial deposit of **\$7,000.00\*** is required to activate the order. The balance of agreement will be due on the installation "Go Live" date.

Payment may be made to Mainframe Associates Ltd. Cheques may be mailed to:

Mainframe Associates Ltd.  
PO Box 195 Station A Nanaimo  
Nanaimo B.C., V9R 5K9

If sending by courier, please inquire for the address.

*\*All prices are in US Dollars. Marina Controller is a Canadian company and does not collect US taxes, Port of Hood River is responsible to pay any outstanding taxes if required.*

To move forward with the supply of the Marina Controller as outlined in this proposal, please indicate your approval by signing below and returning. This will confirm your agreement with the installation of Marina Controller software and Service Agreement.

**Port of Hood River**

**Middi Mainframe Associates**

X

X

\_\_\_\_\_  
Fred Kowell  
Chief Financial Officer

\_\_\_\_\_  
Paula Stoffels  
General Manager

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

**Date: September 24, 2020**



This page intentionally left blank.





# Marina Controller

The Marina Management Software Solution

FOR



# Port of HOOD RIVER



SALES: 888-616-9  
EMAIL: sales@controllerseriesoftware.c  
WEBSITE: www.marinacontroller.com

## Introduction

Marina Controller Software has been around for over 35 years specializing in developing, deploying, and supporting business management systems.

Our team of engineers is dedicated to adapting Marina Controller to meet your continued unique needs -

- ✓ Streamlining your processes
- ✓ Increasing your efficiency
- ✓ Organizing your business, saving you time

**We give you the tools to maximize your revenue!**



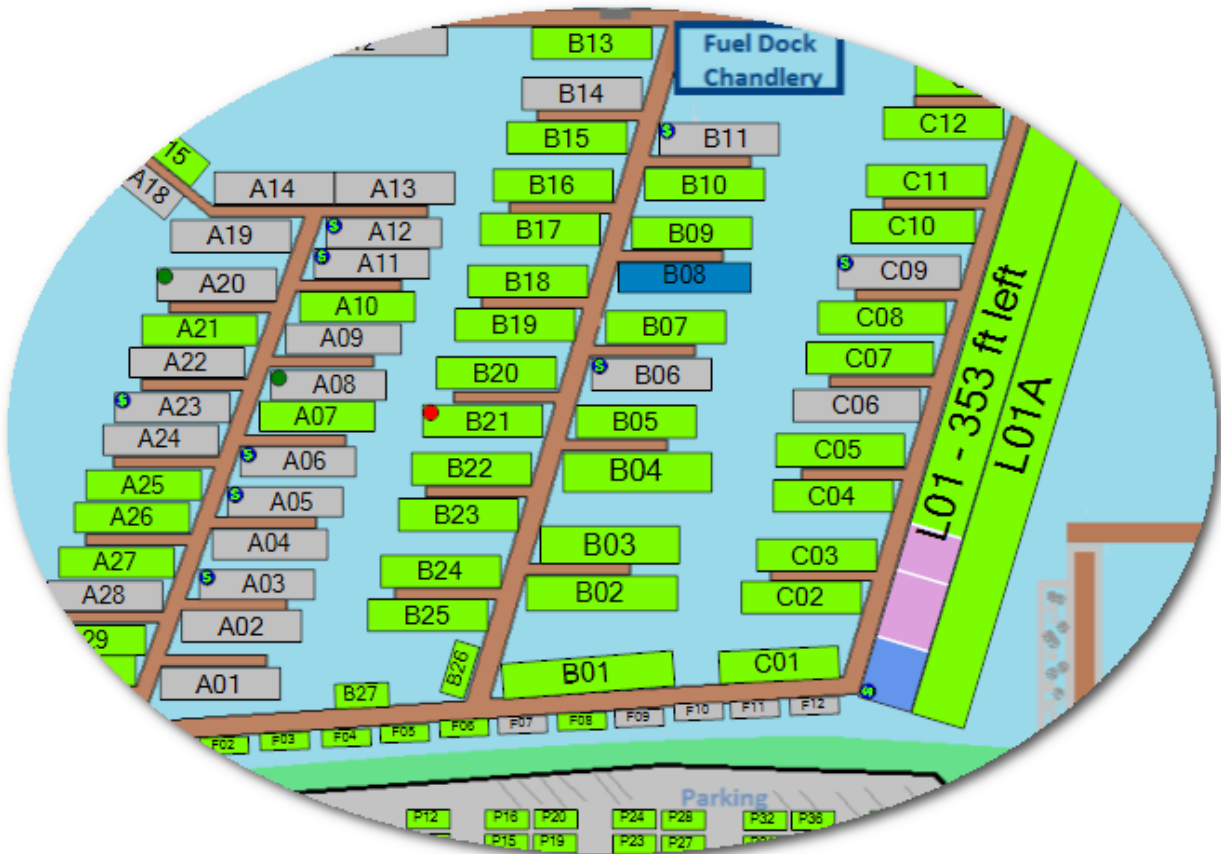
## Marina Controller Features

- ❖ A full-featured, customizable platform to meet Port of Hood River Marina, Airport, and Marina Park Picnic Shelter management needs in one complete software solution.
- ❖ The Windows-based software system's fully integrated modules work in unison to streamline every aspect of your operation for multiple users and multiple locations. It can be accessed remotely online with a Virtual Private Network.





### Visual Marina:


- ❖ Manage your slips and future reservations simply and easily with a **Graphical Map** of your marina and airport.





- ❖ Generate reservations for Annual, Monthly, Transient, and Lineal moorage as well as flexible, multi-layer Sublets.
- ❖ Marina Controller's **Automatic Billing** takes care of renewals within seconds by charging the customer's AR account, emailing the invoice to the customer, and charging your customers' credit card at the same time with EdgeExpress.

- ❖  Easily enter and invoice meter reading for hydro and water consumption with the **Meter Reading Entry and Billing** program. Here, you can track and invoice all individual meter readings as well as view the history of all meter readings, view any unbilled consumption, enter or upload meter readings for individual arriving and departing guests, interim electrical billings, and more. Like the Automatic Moorage Billing, the clerk can easily with the click of a button, charge the customer's AR account, email the invoice to the customer, and charge the customers' credit card at the same time with EdgeExpress.
- ❖ Marina Controller can compile detailed customer and vessel profiles, track customer reservations, site preferences, and purchasing history. This information can be exported to a file to be utilized for marketing campaigns, etc. You can also store documents and pictures in Marina Controller for safekeeping.
- ❖  The Swift Harbour and Global Payment Integrated Token Module makes it easy for Web Reservations to be accepted or declined for transient moorage at the marina and reservations for the picnic shelter. This allows for importing customers, vessels, and reservation details directly into Marina Controller without duplicate entry. With EdgeExpress, credit card information will be collected as tokens by Swift Harbour and passed to Marina Controller to be used at the time of reservation or as a deposit for both the marina and Marina Park Picnic Shelter. This conforms with the required PC Compliance for credit card security.


## Personalized:

- ❖  We will recreate your agreement in Marina Controller with your logo, business information, terms, and conditions. The agreement will autofill customer, vessel, and reservation information from Marina Controller Software. You'll be able to print the agreement with the click of a button, ready for your customer to sign.

## Secure:

- ❖  The software has a robust **Point of Sale** module recording all transactions from Marina Controller. With the included integration of EdgeExpress by Global Payments Integrated, it allows for automatic billing to a credit card as well as credit card and debit payments of regular point of sale transactions. The integration is **PCI compliant** which meets the set of security requirements for businesses that accept, transmit, or process customer payment cards, such as credit cards or debit cards. It also allows for the safe storage of credit card information under PCI compliance.
- ❖  You control what relevant information your employees have access to and the tools to ensure they can function smoothly and efficiently.
- ❖ The software would be installed on a server at your location which provides you with the control and security of your customer and system data information.

## Reports:

- ❖  The robust **Reporting** module provides performance measures including Occupancy, Revenue, and Clerk Activity with multiple sort and filter options. Report categories are available specific for Moorage, Point of Sale, Accounting, Staff & More! Management has their own specific list of reports to effectively make decisions on operations based on real-time reports.
- ❖ For accounting purposes, Marina Controller will produce summary or detailed Journal Entries that can be easily entered into Great Plains software. Let's explore Marina Controller's direct integration with Great Plains in the future.

## We're Here For You:

- ❖ We focus on customer satisfaction and ensure your software implementation is successful.
- ❖ As we are the programmers, we can develop enhancements to satisfy the requirements of your business and grow with you.
- ❖ We offer 24/7 support including a 10 minute emergency response time during evenings and weekends. Our patient, knowledgeable technicians will support you to resolve any software issues.

## Package Inclusions

Our account managers and technicians will guide and facilitate you through each phase of your software implementation on an agreed-upon timeframe and schedule. We provide Marina expertise and thorough support before, during, and after go-live to ensure that your system is running smoothly.

The Marina Controller Software Package includes:

- ❖ Marina Controller Licenses
- ❖ Setup of Marina Controller database on your server
- ❖ Setup of Marina Controller on workstations and printers
- ❖ Setup of system configurations
- ❖ Setup print programs
- ❖ Customized setup of your maps
- ❖ Moorage Agreement
- ❖ Training services including software training, training preparation, and marina-related discussion and consulting
- ❖ Integration with Global Payments Integrated/Swift Harbour Token Module
- ❖ Integration with Swift Harbour for Web-Based Marina Park Picnic Shelter Bookings

This page intentionally left blank.

# Commission Memo



Prepared by: Michael McElwee  
Date: October 6, 2020  
Re: Bridge Approach Ramp Condition  
Assessment

---

On May 5, 2020 the Commission approved a contract with Coffman Engineering (“Coffman”) to provide peer review services associated with various high priority bridge matters that pose a high degree of liability or cost risk to the Port. Under Task No. 1 of this contract, Coffman conducted a review of the underwater pier inspections and the preliminary analysis prepared by HDR. Harvey Coffman presented his findings to the Commission at the Sept. 1 meeting.

The attached contract amendment would bring Coffman’s expertise to bear on two additional high priority tasks. These are:

**Task No. 2: Approach Ramp.** Evaluation of the south and north approach ramps carried out by HDR in May 2029. The lab results indicated high levels of sodium chloride at depths at or below the rebar. This condition would indicate replacement of concrete should be expected in the near or medium term. Such a replacement would be enormously expensive and extremely impactful to traffic flow. Staff’s opinion is that such significant potential impacts warrant a 2<sup>nd</sup> engineering opinion.

**Task No. 3: Capital/Maintenance Plan.** The Port maintains a 30-year estimate of capital and capital maintenance bridge projects. It is updated twice per year. The plan allows the Port to anticipate the timing and approximate cost of our efforts to ensure the bridge is safe and operational for the long term. The next few years are particularly important as the goal is to limit bridge capital expenditures to the absolute minimum assuming progress on bridge replacement continues. Given Coffman’s extensive expertise on bridge and highway maintenance, staff believes an extensive peer review of the current plan is needed.

The contract amendment identifies a not-to-exceed fee and the full amount will not be utilized unless needed.

**RECOMMENDATION:** Authorize Amendment No. 1 to contract with Coffman Engineering for approach ramp and capital plan review not to exceed \$50,533.

This page intentionally left blank.



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

This Amendment No. 1 to a Personal Services Contract (“Contract”) is entered into by and between **Coffman Engineers** (“Contractor”) and the Port of Hood River (“Port”).

**RECITALS:**

WHEREAS, Contractor and Port entered into Contract dated May 13, 2020 for consulting services associated with a condition analysis of the Hood River Bridge piers (“Contract”); and

WHEREAS, the Contract anticipated the possibility of additional engineering analysis tasks associated with high priority bridge projects to informal future capital and capital maintenance project planning; now; and

WHEREAS, the Port requires Coffman’s evaluation and analysis related to evaluation of the concrete approach ramps and recommendations for the Long-Term Capital & Maintenance Plan; now therefore

Contractor agrees to carry out Task #2 and Task #3 of attached Exhibit A not to exceed \$50,533.

Except as changed by this Amendment No. 1, all terms of the Contract remain unchanged and in effect.

**Coffman Engineers**

**PORT OF HOOD RIVER**

\_\_\_\_\_  
David L. Peden, P.E., S.E. Principal

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

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

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

1355 N.W. Everett, Suite 100  
Portland, OR 97209  
Office: 206-462-2657  
[Harvey.coffman@coffman.com](mailto:Harvey.coffman@coffman.com)

1000 E. Port Marina Drive  
Hood River OR 97031  
(541) 386-1138  
[mmcelwee@portofhoodriver.com](mailto:mmcelwee@portofhoodriver.com)

This page intentionally left blank.



## EXHIBIT A

April 27, 2020

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

Project: HOOD RIVER/WHITE SALMON INTERSTATE BRIDGE  
Hood River, Oregon

Subject: Bridge Consulting Services Fee Proposal

Dear Michael:

I am pleased to submit this proposal for bridge consulting services to assist you with a review and assessment of preservation tasks for the bridge. Below is our scope and fee proposal, which is based on information we discussed and on the scope of services as described below.

**PROJECT DESCRIPTION/SCOPE OF SERVICES:** We propose the following tasks for the review, assessment, and recommendations for your preservation concerns:

**1. Pier Reinforcement Project:**

- a. Review bridge inspection, hydrographic survey (Jan. 2019), underwater condition inspection (ODOT) & HDR Pier 6 & 8 underwater inspection (June 2019) reports. Review Pier 6 & 8 videos from underwater inspections (Dec. 2019) to understand the deficiencies identified and develop a historical assessment of the changes to the piers 6 & 8. This will include review of bridge inspection records on any other piers as available.
- b. Review bridge pier details (to the extent available), existing condition assessments, as-built plans, bridge records and available bridge plans as provided by the Port of Hood River.
- c. Summarize review observations and establish priorities to address identified deficiencies. Develop conceptual repair, rehabilitation or strengthening of the critical deficiencies. Summary to be provided in memo format.
- d. Includes two site visits to Hood River for bridge observations meetings.

**2. Approach Deck Rehabilitation**

The North and South concrete deck approaches are deteriorating requiring substantial patching as a result of salt contamination from de-icing. This task involves providing a second-opinion regarding the extent of damage and the

Michael McElwee  
Port of Hood River  
April 27, 2020  
Page 2

need to address this deteriorated condition, with consideration to the planning of repair and rehabilitation alternatives. The Port has concerns that the deck rehabilitation may be a major construction cost and the construction will have major traffic ramifications.

- a. Review bridge inspection reports, Bridge Deck In-Depth Inspection Report (12/13/2019), test results and bridge deck plans.
- b. Develop conceptual alternatives with recommendations regarding the timing of the needed rehabilitation and construction sequencing. Preliminary cost estimates are included.
- c. Includes two site visits to Hood River for bridge observations and meetings.
- d. Review will be presented in memo format and will include recommendations for alternatives, conceptual plans, construction sequencing and preliminary cost estimates.

### 3. Long Term Capital/Maintenance Plan (LTCMP)

- a. Review all known Port of Hood River studies for Long Term Preservation Plan (LTPP), Capital Improvement Plan (CIP), and Inspection & Maintenance Plan (I&MP), bridge inspection reports, and completed projects. Review the list of projects in the CIP/I&MP Spreadsheet to assess the proposed task definitions, project timing, frequency of inspection and maintenance, and cost estimates.
- b. Identify clarifications, additional data needs, deficient assumptions, etc.
- c. Make recommendations regarding any other aspect of the LTCMP.
- d. Summarize in written memorandum.

### 4. Maintenance Procedures Manual Review

- a. Review the Port's maintenance manuals. We will need a definitive list of these manuals.
- b. Provide a fee proposal for providing recommendations regarding the manuals' sufficiency and how they can be improved.

**FEE:** We propose to provide the above services for a not to exceed amount of \$75,000 on a Time and Expense (T&E) basis using the attached rate schedule. See attached fee spreadsheet.

**ADDITIONAL SERVICES:** Additional services may be provided under a new and separate proposal at the request of the Port of Hood River.

**SCHEDULE:** This project will run through June 31, 2021 with the option to modify or extend at the Port's discretion. The project will be divided between the current fiscal year (July 1, 2019 to June 31, 2020) and the following fiscal year July 1, 2020 to June 31, 2021 as the Port prefers.

**PAYMENTS:** Billings and payments will be made monthly as the work progresses. All other terms and provisions listed in the attached terms and conditions will be applicable to this proposal.

Michael McElwee  
Port of Hood River  
April 27, 2020  
Page 3

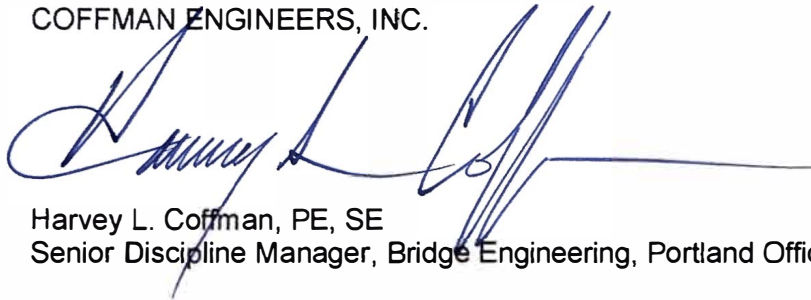
**TERMS AND CONDITIONS:** The attached terms and conditions (Coffman’s General Terms and Conditions) or other mutually agreeable terms will serve as our contract for services, in conjunction with this proposal. Specific terms and details of this proposal will govern where there is a conflict between the two.

**ACCEPTANCE:** If this proposal is acceptable, please provide a Professional Services Agreement to us as our authorization to proceed with the work. The terms and conditions of this proposal are valid if the Agreement is countersigned and returned within 30 days from the date of this letter.

Coffman Engineers, Inc. appreciates this opportunity to assist you on this project. If you have any questions or comments relating to this proposal, please feel free to contact us at m: 509.370.8145, d:206.462.2657 or our Portland office: 503.552.3800.

Sincerely,

COFFMAN ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Harvey L. Coffman', is written over a horizontal line. The signature is stylized and cursive.

Harvey L. Coffman, PE, SE  
Senior Discipline Manager, Bridge Engineering, Portland Office

This page intentionally left blank.

Hood River Bridge over the Columbia River  
 Client: Port of Hood River  
 4/27/2020

Salary Sch. Code  
 E20  
 H Coffman S Hawk

Task	Rate	PM	OM	Senior Mech. Engr.	Senior Elec. Engr.	Engr. III	Eng. II	Designer II	Clerical	Principal II		
	hourly	\$ 175.00	\$ 171.00	\$ 151.00	\$ 151.00	\$ 135.00	\$ 124.00	\$ 112.00	\$ 66.00	\$ 195.00		
<b>CEI Spokane Office</b>												
<b>1 Pier Reinforcement Project</b>												
Review bridge inspection, hydrographic survey (Jan. 2019), underwater condition inspection (ODOT) & HDR Pier 6 & 8 underwater inspection (June 2019) reports. Review Pier 6 & 8 videos from underwater inspections (Dec. 2019) to understand the deficiencies identified and develop a historical assessment of the changes to the piers 6 & 8. This will include review of bridge inspection records on any other piers as available.		40										
Review bridge pier details (to the extent available) and existing condition assessments. Includes the collection of as-built plans, bridge records and available bridge plans to be provided by the Port of Hood River.		20										
Summarize review observations and establish priorities to address identified deficiencies. Develop conceptual repair, rehabilitation or strengthen of the critical deficiencies. Review to be provided in a memo format		20										
QA/QC Review			4									
Memo		4	2									
		84	6	0	0	0	0	0	0	0	90	Labor Subtotal
		\$ 14,700.00	\$ 1,026.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,726.00
Travel two round trips Oly to Hood River												\$240.00
Mileage												\$391.00
Preliminary Construction Cost Estimate Subconsultant												\$2,500.00
<b>1 Pier Reinforcement Project Sub Total</b>												\$18,857.00
<b>2 Approach Deck Rehabilitation</b>												
Review bridge inspection reports, Bridge Deck In-Depth Inspection Report (12/13/2019), test results and bridge deck plans		10	2			10						
Develop conceptual alternatives with recommendations regarding the timing of the needed rehabilitation and construction sequencing. Preliminary cost estimates are included.		10	2			40						
Develop concept plans, construction sequence and preliminary cost estimate		10				30		40				
Review will be presented in memo format and will include recommendations for alternatives, conceptual plans, construction sequencing and preliminary cost estimates.		4	2			10						
		34	6	0	0	90	0	40	0	0	170	Labor Subtotal
		\$5,950.00	\$1,026.00	\$0.00	\$0.00	\$12,150.00	\$0.00	\$4,480.00	\$0.00	\$0.00	\$23,606.00	CEI Fee
Travel two round trips Oly to Hood River												\$240.00
Mileage												\$391.00
Preliminary Alternatives Construction Cost Estimate Subconsultant												\$5,000.00
<b>2 Approach Deck Rehabilitation Sub Total</b>												\$29,237.00
<b>3 Long Term Capital/Maintenance Plan</b>												
Review all known Port of Hood River studies for Long Term Preservation Plan (LTPP), Capital Improvement Plan (CIP), and Inspection & Maintenance Plan (I&MP), bridge inspection reports, and completed projects. Review the list of projects in the CIP/I&MP Spreadsheet to assess the proposed task definitions, project timing, frequency of inspection and maintenance, and cost estimates.		30										
Identify clarifications, additional data needs, deficient assumptions, etc.		20										
Make recommendations regarding any other aspect of the LTCMP.		5										
Summary memorandum.		4	2									
		59	2	0	0	0	0	0	0	0	61	Labor Subtotal
		\$10,325.00	\$342.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,667.00	Our Fee
Travel two round trips Oly to Hood River												\$240.00
Mileage												\$391.00
<b>3 Long Term Capital/Maintenance Plan Sub Total</b>												\$11,298.00
<b>4 Maintenance Procedures Manual Review</b>												
Review the Port's maintenance manuals. We will need a definitive list of these manuals.		20		20	20							
Provide a fee proposal for providing recommendations regarding the manuals' sufficiency and how they can be improved.		20										
Memo/Report		8	4									
		48	4	20	20	0	0	0	0	0	92	Labor Subtotal

		\$8,400.00	\$684.00	\$3,020.00	\$3,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,124.00	Our Fee
Travel two round trips Oly to Hood River												\$240.00 hotel
Mileage												\$391.00 per diem
<b>4 Maintenance Procedures Manual Review Sub Total</b>											\$15,755.00	Task Sub Total
Total Hours		225	18	20	20	90	0	40	0	0	413	Total
Fee		\$39,375.00	\$3,078.00	\$3,020.00	\$3,020.00	\$12,150.00	\$0.00	\$4,480.00	\$0.00	\$0.00	\$65,123.00	Total Project Labor
												\$75,147.00 Grand Total



# Commission Memo



Prepared by: Anne Medenbach  
Date: October 6, 2020  
Re: COAR Grant Application

---

The Oregon Department of Aviation is offering another round of Critical Oregon Airport Relief (“COAR”) grant funding for Oregon airports. The maximum grant amount that the Port can apply for is \$150,000 with a 10% match required. The deadline for the application is October 23<sup>rd</sup>.

Staff recommends that the Commission approve an application for the maximum amount, with a \$15,000 pledged match. If approved, the Commission would then need to formally accept the grant agreement in Spring of 2021. Applications will be reviewed in January/February and awards announced in February/March of 2021.

The grant funds would be used to purchase a new av gas tank for \$165,000. This project would be a “Priority 3” type COAR grant. Additional funds would be needed to purchase and install the fuel pumping system. Staff is researching costs for the pump system and would anticipate having a final estimate within the next couple of months.

**RECOMMENDATION:** Authorize 2020/21 COAR grant application for AV Gas Tank in the amount of \$150,000 with a 10% match of \$15,000.

This page intentionally left blank.

## CRITICAL OREGON AIRPORT RELIEF (COAR)

<b>AVIATION SYSTEM ACTION PROGRAM (ASAP)</b>
<a href="#">Critical Oregon Airport Relief (COAR)</a>
State Owned Airports Reserve (SOAR)
Rural Oregon Aviation Relief (ROAR)
<b>E-GRANTS</b>
Log-in
<b>Program Contacts</b>
<b>Rural Oregon Aviation Relief (ROAR)</b>
<b>PROGRAM CONTACTS</b>
<a href="#">Critical Oregon Airport Relief (COAR)</a>
<b>State Owned Airports Reserve (SOAR)</b>

In 2015, the Oregon State Legislature passed House Bill 2075 to increase the fuel tax on Aviation Gas and Jet Fuel by 2 cents per gallon resulting in the Aviation System Action Program (ASAP). ASAP invests in aviation for specific purposes. The fuel tax increase became effective January 1, 2016 and currently has a sunset date of January 1, 2022.

The Critical Oregon Airport Relief (COAR) Grant Program is one of three programs funded by ASAP. Under this grant program, the Oregon Department of Aviation awards grants for the following purposes:

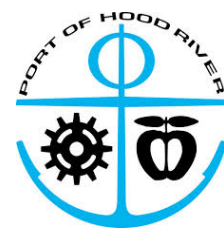
- 1** To assist airports in Oregon with match requirements for Federal Aviation Administration (FAA) Airport Improvement Program grants.
- 2** To make grants for emergency preparedness and infrastructure projects, in accordance with the Oregon Resilience Plan.
- 3** To make grants for aviation related economic development:

- Services critical or essential to aviation including, but not limited to, fuel, sewer, water and weather equipment.
- Aviation-related business development including, but not limited to, hangars, parking for business aircraft and related facilities.
- Airport development for local economic benefit including, but not limited to, signs and marketing.

### Applicant Eligibility

Public use airport owners and airport sponsors, both private and public may be eligible to apply for COAR grants. The maximum grant request is \$150,000 per application. Grant match requirements are determined by category of airport as per the current Oregon Aviation Plan.

This page intentionally left blank.



# Commission Memo

Prepared by: Daryl Stafford  
Date: October 6, 2020  
Re: Waterfront Food Seasonal Concession Recommendations

---

All seasonal waterfront food cart leases expired on October 1, 2020. The Port advertised a call for Letters of Interest in the Columbia Gorge News for multiple weeks (ad text attached). The call invited qualified persons or businesses seeking a five-year concession permit to operate a food concession on Port Property at the Event Site Cruise Ship Dock to submit their proposals for consideration.

The Lease Template for the 2021-25 lease term have been drafted and reviewed by legal counsel and is also attached.

Two spaces are available, and two proposals have been received, both from previous tenants in good standing. Port staff evaluated the applicants on business history and experience, operating plan, compliance, presentation and staff training plan.

The recommendation from Port Staff is to issue permits to the following:

<u>Concession</u>	<u>Type</u>	<u>Location &amp; Space</u>
1. Downwinder	Food	Event Site Dock #2
2. Sandbar Cafe	Food	Event Site Dock #1

**RECOMMENDATION:** Authorize 2021-25 Waterfront Food Concession Leases with the Sandbar Café and Downwinder for spaces #1 and #2 at the Event Site Cruise Ship Dock for the 2021-2025 term.

This page intentionally left blank.

## **Request for Letters of Interest for Seasonal Food Concessions on Port of Hood River Property**

The Port of Hood River is accepting Letters of Interest from qualified persons or businesses seeking to apply for a seasonal concession permit to operate a food vendor concession on Port property. The permit will be valid for five years from 2021-25 for a six month maximum each year beginning April 1 and ending October 1.

Up to two food concession locations are available at the Event Site Dock located near the intersection of N. 1<sup>st</sup> St. and Portway Avenue. Commencing in 2021, fees will increase on an annual basis by the published Consumer Price Index (CPI) for Portland, OR.

Letters of Interest shall be no more than two pages and shall include the following:

1. Business name, description and menu
2. Business owner/manager name, qualifications, experience and summary of business history
3. Description of food cart- Please include detail about size of structure/vehicle/cart including dimensions and utility connect needs- water, electric, gray water disposal
4. Training plan and certifications required for staff
5. Three references

Applicants must be able to obtain all applicable city, county and state permits required for food carts, and provide insurance to satisfy the Port.

Port Staff will review and preliminarily select two vendors, with final decision by Port Commission. All proposers will be emailed results.

Letters of Interest may be sent to Daryl Stafford, Waterfront Manager at the Port of Hood River, 1000 E. Port Marina Drive, Hood River, Oregon 97031 or emailed to [waterfront@portofhoodriver.com](mailto:waterfront@portofhoodriver.com), by 5 p.m. Thursday, **September 17, 2020**.

---

This page intentionally left blank.



**PORT OF HOOD RIVER  
2021-2025 SELF-CONTAINED FOOD VENDOR CONCESSION/LAND USE PERMIT**

The PORT OF HOOD RIVER (hereafter "Port") hereby permits **Business Name** (hereafter "Permittee") to operate a seasonal commercial food concession at the Port Event Site, 107 First Street, Hood River, OR, 97031, during hours the Event Site is open to the public, using a self-contained stationary food unit approved by the Port on Port property, subject to applicable statutes, ordinances and rules. The concession location is an above water area near the Event Site located at First Street and Portway Avenue in Hood River, OR, designated as Food Vendor # \_ on attached Exhibit "A". ("Concession Area") This permit authorizes Permittee to keep the self-contained food unit at the Concession Area from May 1 through October 1 during each year the concession is in effect ("Concession Period"). Permittee may not use the area under the dock or ramp leading to the Concession Area or other Port property without express Port consent.

Permit Fees: Permittee shall pay the following annual fee and utility charges for the initial year Concession Period:

North Space #1 2021:	\$1,265
South Space #2 2021:	\$1,045

Utilities: \$50 per month for water/sewer/storm and \$50 per month for electric, billed annually.

The concession fee is payable on June 1 as a lump sum or in two equal payments on June 1 and August 1 each year the concession is in effect. The concession fee will not be prorated for periods of non-use of the Concession Area by Permittee during the Concession Period unless the Permit is revoked by the Port without cause as provided in the Revocation of Permit paragraph below.

Commencing in 2022 fees will be adjusted by a percentage increase equal to the percentage change in the Consumer Price Index (CPI) for the most recent 12-month period for which a published CPI is available. The fee will not be adjusted, and no refunds will be given, if Permittee activities are temporarily suspended by the Port, or due to any circumstances beyond the Port's control, including but not limited to weather, water levels, or site constraints.

Electricity and water are available at the Concession Area for Permittee's use at Permittee's expense. Permittee will be billed annually for Permittee's use as a separate, additional charge. The Port shall not be liable to Permittee if a utility service is interrupted. Permittee agrees to be responsible for removal of any debris and to dispose of garbage from Permittee's Concession Area, and to keep the Concession Area clean and in good condition. The Port is not liable for losses or damages of any kind incurred by Permittee, Permittee's employees or third parties at or near the Concession Area or related to a concession activity.

Renewal of this permit will be contingent upon Permittee following the requirements of the concession permit and Permittee's activities during the prior year and the Port's evaluation thereof. Port may renew the permit or not, in the Port's discretion. Permittee shall notify the Port no later than December 1 if Permittee does not intend to renew the Permit for the next Concession Period, and thereafter each subsequent Concession Period will be cancelled. If Permittee does not notify the Port by December 1 Permittee will not renew the permit, unless the permit is revoked by the Port the permit will remain in effect the next Concession Period. If Permittee ceases its operations or changes business ownership during the Concession Period the Permit may be transferred with prior Port written consent, or the Permit may be revoked by the Port in the Port's discretion. Subleasing is not allowed.

**Insurance and Indemnity Requirements:** Permittee agrees during each Concession Period to pay for and maintain a comprehensive commercial general liability insurance policy, including coverage for food and liquor service, with a company or companies acceptable to the Port, with insurance limits of a minimum of **\$1,000,000 combined single limit**. Permittee's insurance

policy shall name the Port, and the Port's Commissioners, officers, employees and agents as additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without at least ten days prior written notice to the Port. Permittee shall provide the Port with a Certificate of Insurance as proof of insurance prior to Permittee beginning concession operations each Concession Period. In addition, Permittee agrees to hold the Port harmless from and to indemnify and save the Port, the Port's Commissioners, officers, employees or agents harmless from all claims from any persons, firms, or corporations arising as a result of any business conducted by or actions of Permittee on Port property, or arising from any act of Permittee's agents or employees; and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon, and against all losses, including expenses and attorneys' fees incurred by the Port before suit, after a lawsuit has been filed, or on appeal, by reason of claims for injury to or death of persons and loss of or damage to property arising out of or in any manner connected with Permittee's conduct while operating the concession or in conjunction with operation of the concession, or in any way connected with Permittee's concession, or while operating under the terms of this concession, to the extent any such loss is not otherwise covered by Permittee's insurance.

**Operations:** The Port reserves the right, in the Port's sole discretion, at any time during the term of this Permit to require Permittee to cease operations for a specified period, to change Permittee's hours of operation, to change Permittee's location of operation, to require removal or concealment of signs or other advertising used by Permittee, and reserves the right to restrict or prohibit the sale of any product by Permittee. Permittee shall not display any advertising signs other than identification on the mobile food unit without the Port's prior consent. Permittee agrees to be responsible for removal of any debris and to dispose of garbage from Permittee's Concession Area, and to keep the Concession Area clean and in good condition. The Port requests Permittee to notify Port staff, or if appropriate to notify the police, of activities at or near the Concession Area that Permittee believes may be illegal or dangerous to persons or property.

**Seating:** Designated seating areas approved by the Port will be required in the Concession Area. The Port will provide seating to be used by Permittee. Per City of Hood River requirements, during the Concession Period seating in the Concession Area must be available for public use at all times.

**Parking:** Permittee will be issued permits for two designated complimentary parking spots near the Concession Area and two season parking passes at the Event Site parking lot. Permittee's customers will be required to pay fees if parked at another Port parking locations.

**Licenses:** All conditions of the City of Hood River's Transient Merchant License and the County of Hood River Health Department are applicable to this permit. Failure to comply with any of those conditions may lead to the revocation of this permit by the Port. It is Permittee's responsibility to obtain and maintain all necessary licenses applicable to Permittee's activities and use of the License Area.

**Removal of Permittee Property:** Permittee agrees to remove all Permittee's structures including Permittee's self-contained food unit, equipment and Permittee's materials from the Concession Area by October 1 at the end of each Concession Period. Permittee may install Permittee's personal property at the Concession Area on or after May 1 prior to commencement of a Concession Period if the concession has been renewed.

**Revocation of Permit:** The Port may immediately revoke this permit if Permittee fails to comply with any conditions of this permit. In addition, the Port may revoke the permit without cause, in its complete discretion, after giving Permittee at least 30-days' prior written notice of its intent to do so. If the Port revokes the permit, Permittee shall vacate the Concession Area and remove all Permittee's structures, equipment and concession materials by the effective date of the revocation. Permittee shall not be entitled to claim any damages or to receive compensation from the Port if the Port revokes the Permit. However, if the Port revokes the Permit without cause and Permittee

**Port of Hood River Seasonal Food Concession/Land Lease Permit**

**NAME OF BUSINESS**

has prepaid a Permit fee, the amount prepaid applicable to the period on and after the rev date shall be refunded to Permittee.

**Notice:** (Add notice language used in revised Lesson and Rental Concession Permit)

**Authority to Sign:** The person signing below for Permittee warrants they have authority to do so.

**THE ABOVE CONDITIONS ARE AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

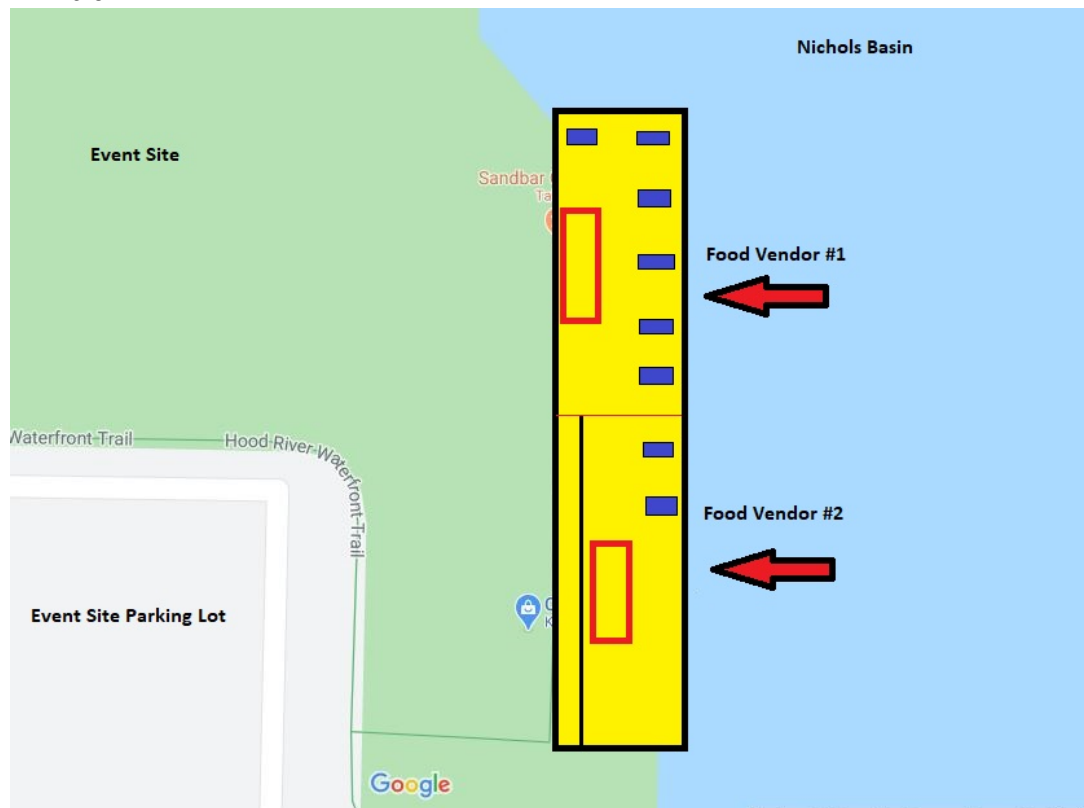
**PERMITTEE:  
Name of Business**

**APPROVED:**

\_\_\_\_\_  
**Name  
Address  
City, State,  
Phone  
Email**

\_\_\_\_\_  
**Port of Hood River Executive Director  
1000 E. Port Marina Drive  
Hood River, OR 97031  
(541) 386-1645  
porthr@gorge.net**

**Exhibit "A"**



This page intentionally left blank.

# Commission Memo



Prepared by: Daryl Stafford  
 Date: October 6, 2020  
 Re: Waterfront Schools  
 Seasonal Concession Permit Recommendations

All seasonal waterfront food cart leases expired on October 1, 2020. The Port advertised a call for Letters of Interest in the Columbia Gorge News for multiple weeks (ad text attached). The call invited qualified persons or businesses seeking a five-year concession permit to operate a food concession on Port Property at the Event Site Cruise Ship Dock to submit their proposals for consideration.

Letters were received from the following nine applicants listed below by the stated deadline. Big Winds opted not to apply for their previous location at the Event Site, leaving a new opportunity available. There was one new concession proposal from Oregon Kiteboarding, an established kite school that has been previously operating out of Lyle, Washington. All other applicants are previous tenants in good standing.

All applications were evaluated by staff based on business history and experience, operating plan, compliance, presentation, emergency response plan, and staff training plan. The intent of the Port is to select a maximum of nine recreation lesson and rental concessions, of which a maximum of six permits will be issued to kiteboarding schools. Staff recommends issuing permits to the following:

<u>Concession</u>	<u>Type</u>	<u>Location &amp; Space</u>
1. Big Winds	Windsurfing/SUP	The Hook- 2 locations
2. Brian's (BWKS)	Kiteboarding/Windsurfing/SUP	Event Site #2 or 4, TBD
3. Cascade Kiteboarding	Kiteboarding	Event Site #1
4. Gorge Kiteboard	Kiteboarding	Event Site #3
5. Gorge Paddle Center	Kayak/SUP	Nichols Basin
6. HR SUP and Kayak	Kayak/SUP	The Hook
7. Kite the Gorge	Kiteboarding	The Spit
8. New Wind	Kiteboarding	Event Site #5
9. Oregon Kiteboarding	Kiteboarding	Event Site #4 or 2, TBD

## **RECOMMENDATIONS:**

Authorize Waterfront Concession School, Rental & Lesson Seasonal Concession Permits for the 2021-2025 term with Big Winds, Brian's (BWKS), Cascade Kiteboarding, Gorge Kiteboard, Gorge Paddle Center, HR SUP and Kayak, Kite the Gorge, New Wind, and Oregon Kiteboarding.

This page intentionally left blank.

## **Request for Letters of Interest for Kiteboarding, Windsurfing, Kayak or SUP Seasonal Concessions on Port of Hood River Property**

The Port of Hood River is accepting Letters of Interest from qualified persons or businesses seeking a seasonal concession permit to operate a kiteboard, windsurf, kayak or SUP instruction or rental concession on Port property. The permit will be valid for five years from 2021-25 for a six month maximum time period beginning April 1 and ending October 1 each year.

Concession fees and spaces available for primary locations are as follows:

- Event Site – Large: \$3,200 (approx. 1950 square feet)-4
- Event Site – Small: \$1,600 (approx. 960 square feet)-1
- Spit: \$2,400-1
- Nichols Basin: \$2,400-1
- Hook: \$2,400-2
- Each secondary location: \$1,600

Commencing in 2021, fees will increase on an annual basis by the published Consumer Price Index (CPI) for Portland, OR.

Letters of Interest shall be no more than five pages and shall include the following:

1. Business name, description and services provided
2. Business owner/manager name, qualifications, experience and summary of business history
3. Preferred location and facility requests
4. Training plan and certifications required for instructors and other staff
5. Proposed emergency reponse plan: procedures, methods and apparatus used to respond to accidents
6. Three references

Port Staff will review and preliminarily select 8 vendors, with final decision by Port Commission. All proposers will be emailed results.

Letters of Interest may be sent to Daryl Stafford, Waterfront Manager at the Port of Hood River, 1000 E. Port Marina Drive, Hood River, Oregon 97031 or emailed to [waterfront@portofhoodriver.com](mailto:waterfront@portofhoodriver.com), no later than 5 p.m. Thursday, **September 24, 2020**. Letters received after that time will not be considered unless locations are unfilled.

---

This page intentionally left blank.



**PORT OF HOOD RIVER  
2021-2025 WATERFRONT RECREATION LESSON & RENTAL  
SEASONAL CONCESSION PERMIT**

The **PORT OF HOOD RIVER** (hereafter "Port") hereby permits **Business Name** (hereafter "Permittee") to operate a commercial lesson and rental concession at the Port Event Site, 107 First Street, Hood River, OR, 97031, during hours the Event Site is open to the public, subject to applicable statutes, ordinances and rules. The location of the concession is near the intersection of First Street and Portway Avenue in Hood River, shown on "Exhibit A" below. This permit authorizes Permittee to operate from April 1 through October 1 from 2021 through October 1 during each year the concession is in effect ("Concession Period").

**Port Property and Public Trust Uses:** The Port enters into this waterfront recreation concession permit which governs management, safety procedures, upland operations, and insurance and emergency response procedures on Port-owned properties. This Permit does not convey the right of the Permittee to operate on stated-owned land, including portions of the Delta (Sandbar). Permittee is only allowed under this permit to operate on property owned by the Port. Permittee shall not preclude any public trust uses (fishing, recreation, navigation and commerce) of the state-owned open water.

Permittee shall inform customers that fishers from the Yakama, Warm Springs, Umatilla and Nez Perce tribes are on the Columbia River exercising their tribal treaty right to fish. Salmon harvested by the tribes is essential to the tribal religion, diet, and economy. The following net and board safety tips are a few things that will help to keep everyone safe while we share the Columbia: look out for buoys, floats, nets and ropes as well as boats; keep a 10 to 20 foot clearance from the buoy line; NEVER try to sail over a net; never assume that a boat operator can see you; and never cut shoreline ropes or ropes that are attached to buoys or nets. (Information provided by the Columbia River Inter-Tribal Fish Commission.)

**Permit Duration and Fees:** Unless revoked by the Port or not renewed by Permittee or the Port, this Permit shall be valid for a six (6) month maximum time period each annual season beginning April 1 and ending October 1, 2021, 2022, 2023, 2024 and 2025. Renewal of this Permit will be contingent upon Permittee following all current and future Port concession requirements of the concession permit, and the Port's evaluation and approval of Permittee's activities during the prior Concession Period, in the Port's discretion. Permittee shall notify the Port no later than December 1 if it does not intend to renew the permit for the next season. If Permittee ceases its operations or changes business ownership during the permit term, the Permit may be transferred with prior Port written consent, or the permit may be revoked by the Port in the Port's discretion. Subleasing is not allowed.

Permittee shall pay a 2021 permit fee of **\$xxxx**, for each location, see Exhibit "B", for each seasonal Concession Period during the term of this permit, payable on June 15 as a lump sum or payable in two equal payments on June 1 and August 1. The concession fee will not be prorated for periods of non-use of the Concession Area by Permittee during a Concession Period, unless the permit is revoked by the Port without cause as provided in the Revocation of Permit paragraph below. Commencing in 2022 fees will be adjusted by a percentage increase equal to the percentage change in the Consumer Price Index (CPI) for the most recent 12-month period for which a published CPI is available. The CPI figure will be taken from the index entitled Consumer Price Index for the Western Region Class BC, or if such index is unavailable will be taken from a similar index published by the United States Bureau of Labor Statistics. However, in no event will the annual increase be less than 1 percent or more than 5 percent. The fee will not be adjusted, and no refunds will be given, if Permittee activities are temporarily

suspended by the Port, or due to any circumstances beyond the Port’s control, including but not limited to weather, water levels, or site constraints.

**Operations, Licenses, and Laws:** Permittee’s operations at the Concession Area may be conducted after 8:00 a.m. during daylight hours daily, unless with 72-hours’ prior notice the Port requests Permittee not to operate on certain days or in certain areas designated by the Port.

Permittee shall be responsible to obtain any required licenses and permits as a condition of granting this concession. These additional permits include any required from Oregon State Marine Board, U.S. Coast Guard, and the City of Hood River for outfitting, guiding, and operating a transient (6-month) business within the city limits. Copies of all permits shall be submitted to the Port prior to Permittee beginning concession operations on Port property.

Permittee shall be responsible to pay any real or personal property taxes assessed against the Concession Area or Permittee’s equipment or structures located on Port property.

All conditions of the City of Hood River’s Transient Merchant License are applicable to this commercial concession permit unless an exemption applies because Permittee operates a permanent retail business within the City of Hood River. Permittee is responsible to determine whether a City license exemption applies to Permittee. The City of Hood River requires a licensee to be named as an additional insured on Permittee’s insurance policy under a City license. Failure to comply with those conditions may lead to the revocation of this Permit by the Port.

Permittee shall comply with all federal, state and local laws and regulations and Port rules and regulations applicable to Permittee’s activities at Port property. Failure to do so may result in the immediate revocation of this Permit by the Port. Permittee also agrees to comply with laws and regulations governing water activities related to Permittee’s use of Port property, including those of the U.S. Corps of Engineers, U.S. Coast Guard, Oregon State Marine Board, Oregon State Marine Board and Oregon Department of State Lands.

**Concession Location Requirements:** Permittee will operate Permittee’s seasonal commercial concession at the Concession Area. Permittee agrees that it will not use any other Port property without the express consent of the Port. Permittee may maintain a temporary trailer or small building on the Concession Area not to exceed the size designated by the Port.

Permittee agrees to be responsible for daily removal of any debris from Permittee's Concession Area and adjacent areas, and to assist the Port and its staff, to the extent Permittee is able, in monitoring activities in and near these areas. Permittee shall notify the Port to report suspected illegal activities; persons defacing Port property; drunk or disorderly behavior or those acting in any way which is or might be dangerous to persons or property in the area.

The Port must pre-approve in writing all Permittee fencing, structures, trailers, storage, landscaping or site improvement work or projects in the Concession Area.

Permittee understands and agrees that Permittee’s concession activities will occur on Port public property, and that others may engage in similar activities in the area. This is a non-exclusive concession permit. If any individual or group leases or is permitted by the Port to use any portion of Port property for an exclusive-use event, the Port may require Permittee to discontinue or curtail Permittee operations or to allow access to the Concession Area during that event. The Port will provide at least 72-hours’ prior notice of exclusive-use events that will occur on properties typically used by Permittee. The Spit is usually closed to kiteboarding activity for approximately three days during the 4<sup>th</sup> of July fireworks show for setup and

cleanup. Permittee may be asked to remove Permittee’s equipment or temporary trailers/buildings by the Port or the City Fire Department for this event. During these exclusive-use events, or if the City or Port requires Permittee to stop Permittee’s activities at the Concession Area or in other designated areas, Permittee may be allowed by the Port to conduct its concession activity on other Port property in an area designated by the Port, and to access the Columbia River from there with their customers.

Permittee agrees to remove any structure or trailer, equipment, gear and all end-of-season carpet, flags, signs, and other concession materials from the Concession Area and other Port properties by **October 1** of each Concession Period. All temporary trailers or small buildings in the Concession Area must be designed to be removed with 24-hours’ notice if required by the Port. Failure to promptly remove a trailer, moveable structure or other Permittee personal property by October 1 or if requested by the Port may lead to the revocation of this Permit.

**Parking:** Permittees with large spaces will be issued two designated complimentary parking spots adjacent to their location and two season parking passes for the Event Site Parking Lot. Permittees with small spaces will be issued one of each. Customers will be required to pay fees if parked at another Event Site or parking regulated location.

**Indemnification:** Permittee agrees to indemnify and save Port, Port Commissioners, officers, employees or agents harmless from any claims by any persons, firms, or corporations arising from Permittee’s business or Permittee activities conducted on or from the Concession Area, and will further indemnify and save the Port harmless from all claims arising as a result of any breach or default on the part of Permittee under the terms of this permit, or arising from any act of Permittee’s agents, contractors, employees, or licensees in or about the Concession Area, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against the Port by reason of any such claim, Permittee, upon notice from Port, covenants to resist and defend such action or proceeding by counsel.

**Insurance Requirements:** Permittee agrees during the term hereof to pay for and maintain a policy of general commercial liability insurance in effect with respect to the Concession Area and Permittee’s activities with minimum coverage of one million dollars (\$1 million) combined single limits. The Port may, with written notice, raise the minimum insurance requirement to an amount of insurance that is reasonably commercially available. The policy shall name the Port as additional insured, and expressly include Port’s Commissioners, officers, employees, or agents as additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Port at least ten days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Port, which approval shall not be unreasonably withheld.

Instructors may be hired as an independent contractor by Permittee; however, such instructors must provide the Port of Hood River proof of general commercial liability insurance with minimum coverage of \$1,000,000 covering the independent contractor and naming the Port as an additional insured, the same as Permittee is required to provide. The insurance company must be registered to do business in Oregon. the Port reserves the right to verify that insurance coverage is provided by an insurance carrier is satisfactory to the Port. Permittee shall not allow an independent contractor to begin teaching until certification and coverage is verified by the Port. It is the preference of the Port that all staff be hired as employees and covered under the Permittee’s Workers’ Compensation policy.

Permittee shall provide the Port with a Certificate of Insurance (“COI”) as proof of insurance coverage, prior to Permittee beginning concession operations on Port property. The COI shall specifically state that (1) The Port of Hood River is named as an additional insured; (2)

**2021-2025 Lesson & Rental Concession Permit****Business Name**

personal watercraft and water sports activities liability are covered including for kiteboardin  
(3) contractor liability is covered.

Permittee shall provide Port a complete list of all employees and subcontractors who will work for or with Permittee on or from Port property when Permittee submits a COI to Port. The list shall describe the type of work each person listed will do for or with Permittee. If Permittee subsequently hires an employee or contracts with an independent contractor not named on Permittee's list provided to Port, Permittee shall notify the Port within 3 business days after the hiring date or prior to the effective contract date. Permittee shall provide Port with a document with that person's name and job description, and in the case of an independent contractor shall submit that person's name and work to be performed with the required contractor proof of insurance prior to work beginning.

**Instructor Requirements:** Permittee shall provide proof of instructor certifications to the Port before Permittee begins concession operations on Port property. All instructors must have a valid CPR/First Aid certificate. Kiteboard instructors must provide evidence of certification, through Professional Air Sports Association (PASA) or International Kiteboarding Organization (IKO). Boater Safety certification is also required for kiteboard instructors. New employee or contracted instructors hired after the Concession Period begins must provide all required certifications to the Port prior to beginning employment or contract work for Port approval. Failure to provide instructor certifications may result in this concession permit being revoked.

Permittee and any independent contractor allowed to act as an instructor shall abide by the requirements of their insurance provider regarding instructor/student ratios, first aid training, safety, and instructor certifications. Failure to comply with those requirements may lead to the revocation of this Permit by the Port.

Permittee shall require all instructors to wear highly visible clothing or rash guards with "INSTRUCTOR" imprinted on the back so that instructors are easily identifiable to the public and Port personnel. It is recommended the school provide its student with the same colored, highly visible clothing for easy identification by the public and Port personnel.

**Retail Sales and Signage:** Permittee is allowed to sell incidental kiteboard, windsurf or SUP supplies and equipment at the Concession Area in conjunction with the instruction or rental concession valued at \$50 or less per item; however, the concession is not to be used for a retail operation or display.

Permittee shall not display any advertising signs other than identification on vehicles, boards, kites, sails, or flags on Port property without the Port's prior consent.

**Outside Clinics:** All instruction and/or events of any kind on any Port property must be administered by Permittee with certified instructors as required by the Port "Instructor Requirements" in this concession permit. This includes free clinics. Permittee may sponsor these events provided there is no conflict with other activities authorized by the Port. Permittee agrees to notify the Port of any Permittee sponsored demonstrations or events on or from Port property prior to their commencement. The Port will notify Permittee of any scheduling conflicts with other events. Liability insurance for each Permittee sponsored event is required. There will be no exceptions.

**Personal Water-Craft Use:** Permittee may use a motorized personal watercraft ("PWC") for safety when kiteboarding or other watersports lessons are being conducted. If a PWC is used, the following documents and equipment are mandatory: current certificate of number (registration) on board the PWC, properly displayed identity number with current validation sticker, coast guard approved PFD (inherently buoyant) for both the operator and rider,

**2021-2025 Lesson & Rental Concession Permit**

**Business Name**

operational engine cutoff switch, sound producing device, operational type B-1 fire extinguisher, and a boater education card with the operator. Before kiteboarding or other lessons commence Permittee must contact the Hood River Sheriff's Office at (541) 387-7034 and request a boat examination. This examination will be accomplished before a PWC is used in the water. Upon successful completion of the examination Permittee will be issued an inspection decal which Permittee will display.

**Revocation of Permit:** The Port may immediately revoke this permit if Permittee fails to comply with any conditions of the Permit. In addition, the Port may revoke the Permit without cause, in its complete discretion, after giving Permittee at least 30-days' prior written notice of its intent to do so. If the Port revokes the Permit, Permittee shall vacate the Concession Area and remove all Permittee's structures, equipment, concession materials and other personal property by the effective date of the revocation. Permittee shall not be entitled to claim or receive any damages or to receive compensation from the Port if the Port revokes the permit for any reason. However, if the Port revokes the Permit without cause and Permittee has prepaid a permit fee, the amount prepaid applicable to the period on and after the revocation date shall be refunded to Permittee.

**Notice:** Any notice or communication under this concession permit will be deemed given to the other party when delivered (a) on the first business day after being emailed, or two business days after being deposited postage prepaid in the U.S. Mail by registered or certified mail, return receipt requested, addressed the mailing address or email address of the party shown below, or (b) when received, if personally delivered to the person signing for Permittee or to the Executive Director of the Port of Hood River. Either party may change their mailing or email address or the party to receive notice by providing notice to the other as provided in this paragraph.

Authority to Sign: The person signing below for Permittee warrants they have authority to do so.

**THE ABOVE CONDITIONS ARE AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

**PERMITTEE**

**PORT OF HOOD RIVER**

\_\_\_\_\_

\_\_\_\_\_

**Name:**

**Michael McElwee, E.D.**

•

**Business Name:**

**Port of Hood River**

**Address:**

**1000 E. Port Marina Drive**

**City, State, Zip:**

**Hood River, OR 97031**

**Email:**

**Email: porthr@gorge.net**

**Phone:**

**(541) 386-1645**

**Exhibit "A":**



**Exhibit "B":**

Lesson & Rental Concession Location	2021 Cost per location
Event Site Large Space	\$3,520
Event Site Small Space	\$1,760
Spit, Nichols, Hook	\$2,640
Each additional space	\$1,760