

PORT OF HOOD RIVER COMMISSION
Tuesday, May 20, 2014
Marina Center Boardroom
5:00 p.m.

Regular Session Agenda

1. Call to Order
 - a. Modifications, Additions to Agenda
2. Public Comment (5 minutes per person per subject; 30 minute limit)
3. Consent Agenda
 - Approve Minutes of May 6, 2014 Regular Session Meetings
 - Approve Joinder of Trust Agreement with Special Districts Insurance Services
 - Authorize Amendment No. 2 to the Lease with Mid-Columbia Distributors, Inc. in the Expo Building to Adjust Terms
 - Approve Accounts Payable to Jaques, Sharp, Sherrerd, FitzSimons and Ostrye in the Amount of \$6,247
4. Reports, Presentations and Discussion Items
 - Waterfront Emergency Access Points
 - Food Vendors at the Jensen Breezeway
 - Nichols Basin West Edge
5. Director's Report/Informational Items
6. Commissioner, Committee Reports
 - Urban Renewal Agency – Streich/Shortt
7. Action Items
 - a. Authorize Amendment No. 1 to the Contract with Walker Macy
 - b. Authorize Contract with Coles Environmental Consulting, Inc. for Phase 1 Environmental Assessment, PRP Research and UST Decommissioning Oversight at the Hanel Property Not to Exceed \$7,250
 - c. Approve Change Order No. 1 with Marc Even Construction in the Amount of \$7,533 for a Total Contract Amount of \$186,888
8. Commission Call

9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations

10. Possible Action

11. Adjourn

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

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

**Port of Hood River Commission
Meeting Minutes of May 6, 2014
Marina Center Boardroom
5:00 P.M.**

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

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

Absent: From staff, Mellissa Halseth

Media: None

1. Call to Order: President Rich McBride called the meeting to order at 5:02 p.m.

- a. Modification, Additions to Agenda: Executive Director Michael McElwee responded that two Action Items on the agenda would be held over to another meeting—the Even Construction change order and the Joinder of Trust Agreement with Special Districts Insurance Services.
- b. Introduction of John Mann, Facilities Supervisor: McElwee introduced Mann to the Commission. Mann joined the Port on May 1 and was previously with Klickitat County. Mann told the Commission he is happy to be a part of the team and he's looking forward to a great experience at the Port of Hood River.

At 5:05 p.m. President McBride opened two public hearings-- for Ordinance No. 24 and for the FY 2014-15 Budget.

2. Public Comment: None.

3. Consent Agenda:

- o Approve minutes of April 15, 2014 regular session meeting and April 22, 2014 Budget Committee meeting
- o Approve re-appointment of John Everitt to the Budget Committee through June 30, 2017
- o Authorize Amendment No. 1 to the concession agreement with Big Winds for SUP storage for the 2014 summer season
- o Ratify Contract Amendment No. 1 with Flowing Solutions in the amount of \$1,560 for the Hook Launch project
- o Authorize Use Agreement with Slingshot Sports for signage on the Big 7 Building

Motion: Move to approve Consent Agenda

Move: Duckwall

Second: Davies

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

MOTION CARRIED

4. Reports, Presentations and Discussion Items:

- Certified Work Ready Communities: Robin Cope, Project Management for the Certified Work Ready Communities (CWRC), and Holli Frances, Mid-Columbia Council of Governments, presented information on the National Career Readiness Certificate (NCRC) initiative that certifies workers in the core areas of mathematics, reading and locating information. To date in the 5-county region of the Gorge, 400 NCRC certificates have been issued and 31

employers have signed letters supporting the initiative. Cope said the support letter signifies an awareness and support of the program. Cope stated that additional information could be found on the www.oregonworkready.com website if there were questions following the meeting.

- Ordinance No. 24 Regarding Conduct on Port Property and Repealing Ordinance No. 22-Second Reading: It was announced that copies of the Ordinance were available for the public.

Motion: Move to read Ordinance No. 24 by title only for the second reading.

Move: Shortt

Second: Duckwall

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

MOTION CARRIED

McBride read the Ordinance by title only: Ordinance No. 24 Regulating Conduct on Port Property and Repealing Ordinance No. 22. McBride announced that public comment would be heard during Action Items.

- NBWE Concept Plan: McElwee presented final concept plans presented April 16 at the Nichols Basin West Edge Project Advisory Committee (PAC) meeting. With one grant in hand, McElwee estimated an additional \$500,000 would be needed to complete the first phase of the connecting trail. McElwee reported that he would be in Portland the end of the week to discuss the project with the Oregon Department of Transportation's *ConnectOregon V* grant committee. McElwee provided additional information with regard to parking that had been received from Walker|Macy and noted there would be further discussion at the May 20 Commission meeting, including consideration of a contract amendment with Walker|Macy for design construction. If additional funding from either grant application submitted to ODOT or the Local Government Grant Program (LGGP) through Oregon Parks & Recreation Department are unsuccessful the contract with Walker|Macy can be suspended.

- Budget Hearing for FY 2014-15: With no public comment heard, the Budget Hearing was closed.

5. Director's Report/Informational Items: The Columbia Gorge Consortium will host a discussion with state legislators highlighting a variety of regional issues on May 16, and the Pacific Northwest Waterways Association (PNWA) summer conference will be held June 23-25; Commissioners were asked to contact staff if they were interested in attending. McElwee reviewed the schedule for his annual performance review. *There was consensus from the Commission to sign the letter of thanks to Senator Chuck Thomsen for his help in securing approval of Oregon SB 1534 which determined that revenue from the Interstate Bridge was not owed to the Washington Department of Revenue.* Staff will be moving quickly to let a bid for approach resurfacing and to determine the best schedule for the least traffic impact. The final day of deck welding occurred April 30 and McElwee requested that his Thank You to the maintenance crew, who endured weather extremes while welding and providing traffic control, be formally noted for the record.

6. Commissioner, Committee Reports:

- Airport Advisory Committee-- Fred Kowell, Finance Manager (and private pilot), was introduced at the May 2 Committee meeting as the new Port liaison. Another meeting will be

scheduled for June. Commissioner Streich suggested inviting the manager from the Columbia Gorge Regional Airport to a Committee meeting to share information and he hoped the invitation would be reciprocated.

7. Action Items:

a. Authorize Change Order No. 4 to the Contract with LaLonde Electric Not to Exceed \$17,856.55 for a Total Contract Amount of \$491,828.84: LaLonde Electric's contract for the Marina electrical upgrade included installation of primary wiring that serves the boathouses. Three construction items relating to project completion included additional cable and pedestals with lights, demolition of existing boathouse power, and replacement of a damaged pedestal that was hit by a tenant's boat. McElwee noted that labor charges for the damaged pedestal replacement would be at the tenant's expense. It was also noted that one electrician will be used for the individual power hookups, which will be required to be State-inspected, and that boathouse tenant Steve Tessmer has agreed to coordinate this effort.

Motion: Move to Authorize Change Order No. 4 to the Contract with LaLonde Electric Not to Exceed \$17,856.55 for a Total Contract Amount of \$491,828.84.

Move: Shortt

Second: Davies

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

MOTION CARRIED

b. Authorize Change Order No. 1 to the Contract with Even Construction: This item relating to the Boathouse Dock will be held over to another meeting.

c. Authorize Contract with Century West Engineering for Airport Master Plan Not to Exceed \$203,995 Subject to Legal Counsel Review: Anne Medenbach, Development/Property Manager, explained that Airport Master Plans are now completed every 7 to 10 years. Medenbach confirmed that Airport Improvement Program (AIP) funding is available from the Federal Aviation Administration. The Master Plan is an eligible project for AIP funding and once the contract is in place, a grant application will be submitted. The FAA would cover 90% of the cost.

Motion: Move to Authorize Contract with Century West Engineering for Airport Master Plan Not to Exceed \$203,995 Subject to Legal Counsel Review.

Move: Duckwall

Second: Streich

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

MOTION CARRIED

d. Authorize Contract with Century West Engineering for Airport Engineering Services Subject to Legal Counsel Review: Medenbach reported moving forward with negotiations for a 5-year engineering contract that would continue through April 30, 2019, on a task-ordered basis. Medenbach noted the FAA preferred that contracts for engineering services be split from master plan contracts.

Motion: Move to Authorize Contract with Century West Engineering for Airport Engineering Services Subject to Legal Counsel Review.

Move: Shortt

Second: Streich

Vote: Aye: Davies, Duckwall, McBride, Shortt, and Streich
MOTION CARRIED

e. Approve Resolution No. 2013-14-6 Adopting an Investment Policy: Kowell noted that all government agencies are required to submit an Investment Policy. In March the Oregon Short Term Fund Board reviewed the Port's policy and approved it with recommendations, which have been incorporated.

Motion: Move to Approve Resolution No. 2013-14-6 Adopting an Investment Policy.
Move: Shortt
Second: Davies
Vote: Aye: Davies, Duckwall, McBride, Shortt, and Streich
MOTION CARRIED

f. Approve Joinder of Trust Agreement with Special Districts Insurance Services: This item will be held over to the May 20 Commission meeting.

g. Adopt Ordinance No. 24 Regulating Conduct on Port Property and Repealing Ordinance No. 22: It is noted for the record that the Ordinance was read by title only for the second public hearing. With no public comment, the hearing on Ordinance No. 24 was closed.

Motion: Move to Approve Ordinance No. 24 Regulating Conduct on Port Property and Repealing Ordinance No. 22.
Move: Davies
Discussion: Attorney Jerry Jaques noted that a clerical correction only was needed to indicate Laurie Borton as the Recording Secretary.
Amended Motion: Move to Approve Ordinance No. 24 Regulating Conduct on Port Property and Repealing Ordinance No. 22 and Make the Clerical Correction Noting Laurie Borton as Recording Secretary.
Second: Duckwall
Vote: Aye: Davies, Duckwall, McBride, Shortt, and Streich
MOTION CARRIED

8. Commission Call: McBride suggested the use of a third party mediator for the Executive Director performance review as an opportunity to step back and be more objective, to filter discussions, and distill points. Streich offered to provide information on who the City used for their executive search; Duckwall commented that a reference should be provided to McElwee for him to determine if a mediator would be beneficial to him.

9. Executive Session: Regular Session was recessed at 6:20 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Estate.

10. Possible Action: The Commission was called back into Regular Session at 7:15 p.m. The following action was taken as a result of Executive Session.

Motion: Move to Approve the Purchase and Sale Agreement with Hanel Development Group, LLC in the amount of \$850,000.
Move: Davies

Second: Duckwall
Vote: **Aye:** Davies, Duckwall, McBride, and Shortt
Nay: Streich

MOTION CARRIED

11. Adjourn: 7:20 p.m.

Motion: Move to Adjourn the May 6, 2014 meeting.
Move: Duckwall
Second: Shortt
Vote: **Aye:** Davies, Duckwall, McBride, Shortt, and Streich
MOTION CARRIED

Respectfully submitted,

Laurie Borton

ATTEST:

Rich McBride, President, Port Commission

Hoby Streich, Secretary, Port Commission

Commission Memo

To: Commissioners
From: Fred Kowell
Date: May 20, 2014
Re: Special Districts Insurance Services Trust (SDIS)

This is a hold-over item from the May 6 Commission meeting. The First Restatement of Declaration of Trust was inadvertently omitted but is now included with the Joinder of Trust Agreement for your full review.

As previously explained, the original SDIS Declaration of Trust has never been comprehensively amended to take into account changes to federal tax and state laws over the past 28 years. In addition, for many years our insurance provider (SDIS), collected membership dues for SDAO via the insurance premium. The membership dues were embedded in the insurance premium. The SDAO membership fees were then transferred to SDAO from SDIS (self-insured insurance pool). This occurred after the premium was paid by the Port. In the future they will be billed separately. After review of the original Declaration of Trust, the SDIS Trustees and their legal counsel decided to draft a new document which would incorporate these tax and legal changes.

Now that a new SDIS Trust Agreement has been approved by the SDIS Board of Trustees, it is necessary that all Trust members join the Trust by having each Special District Board adopt the Joinder of Trust Agreement that is attached. By doing so, the Port agrees to become a party to, and be bound by, the First Restatement of Declaration of Trust of the Special Districts Insurance Trust effective as of April 1, 2014.

The First Restatement of Declaration of Trust and the Joinder of Trust Agreement have been reviewed by legal counsel Jerry Jaques and by Scott Reynier, the Port's insurance agent of record.

RECOMMENDATION: Approve Joinder of Trust Agreement with Special Districts Insurance Services.

EXHIBIT A

**FORM OF
JOINDER TO TRUST AGREEMENT
FOR INITIAL MEMBERS**

By execution of this Joinder, the undersigned public body hereby agrees to become a party to, and is bound by, the First Restatement of Declaration of Trust of the Special Districts Insurance Trust effective as of April 1, 2014 (and as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement"), by and among the Trustees and the Members, in the same manner as if the undersigned were an original signatory to such Agreement.

The undersigned represents and warrants that (i) the undersigned has received a copy of, and has reviewed the terms of, the Agreement and all related or relevant documents and agreements, (ii) undertakes to become a Member of the Special Districts Insurance Trust with all the rights and obligations thereof, and (iii) such undertaking has been duly authorized as an intergovernmental agreement to create a program of self-insurance pursuant to ORS 30.282.

Capitalized terms used but not defined in this Joinder shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of this ___ day of _____, 2014.

[Name of District]

By: _____

Name: _____

Title: _____

Address for Notices:

With copies to:

Special Districts Insurance Services Trust

First Restatement of Declaration of Trust

RECITALS

1. Oregon Revised Statutes Chapter 30.282 authorizes Public Bodies within the state of Oregon to create and participate in self-insurance programs through intergovernmental agreements;
2. On July 1, 1985, the Special Districts Association of Oregon and certain trustees entered into a Declaration of Trust for the Special Districts Insurance Services Trust, which set forth the terms and conditions upon which a self-insurance program solely for the benefit of governmental entities would be organized and operated pursuant to Oregon Revised Statutes Chapter 30.282, which Declaration of Trust was amended on October 22, 1987, February 18, 1988, January 25, 1989, June 27, 1991, June 2, 1994, December 9, 1999, September 21, 2000, January 10, 2002, April 17, 2003, and June 7, 2006 (the "Amended Trust Declaration");
3. The Initial Members have made Contributions to the trustees of the Trust and the trustees have implemented a self-insurance program with multiple pools for the benefit of the Initial Members, and the funds associated with such program constitute a trust fund that has been held for the exclusive benefit of the Initial Members participating in a self-insurance program;
4. Article 7 of the Amended Trust Declaration provided that the Amended Trust Declaration could be amended by the Board of Directors of the Special Districts Association of Oregon, by delivery of a copy of the amendment to each Trustee, provided however, that no amendment could operate to the prejudice of any vested rights held by any participant in the program of the Trust under a policy, contract, or other document for the benefit of such participant; and
5. The Board of Directors of the Special Districts Association of Oregon and the trustees of the Trust have determined that a restatement of the Amended Trust Declaration in the form of this First Restatement of Declaration of Trust, is in the best interests of the Initial Members and prospective Members, and have determined that this First Restatement of Declaration of Trust should be submitted to the Initial Members, and to prospective Members as appropriate, to allow them to become Members.

SECTION 1 DEFINITIONS

1.1 **Definitions.** All capitalized terms in this Agreement shall have the meanings given to them in this Section 1.

1.2 **"Agreement"** means this First Restatement of the Declaration of Trust.

1.3 **"Amended Trust Declaration"** means the Special Districts Insurance Services Trust Declaration of Trust described in the Recitals.

1.4 **"Associated"** means, when used in the phrase "Associated with" an organization, the status of being a current employee of, or a member of the governing body of, that organization, or being a volunteer in good standing of an organization (in accordance with the policies and procedures of that organization) who is nominated in a writing signed by the Chair of the Board of Directors of the organization.

1.5 **"Audit Committee"** means the committee established by the Board, as described in Section 4.8(c).

1.6 **"Board"** means the Board of Trustees of the Trust.

1.7 **"Board Observer"** means the person designated by the Sponsoring Member to attend Board meetings pursuant to Section 4.1(b).

1.8 **"Contribution"** means the amount a Member contributes to the Trust annually pursuant to the Coverage Document.

1.9 **"Coverage Document"** means a contract between the Trust and a Member with respect to self-insurance coverage with respect to which a Member makes a Contribution.

1.10 **"Deadlocked"** means a situation in which the vote of the Trustees on a matter is evenly split for two or more meetings at which such matter is submitted to a vote.

1.11 **"Effective Date"** means April 1, 2014.

1.12 **"Executive Committee"** means the committee established by the Board, as described in Section 4.8(a).

1.13 **"Former Member"** means a Special District, Public Body or Sponsoring Member that was at one time a Member, but whose membership has Terminated.

1.14 **"Initial Members"** means those Special Districts and Public Bodies that had in effect a Coverage Document on the day before the Effective Date.

1.15 **"Joinder"** means a document, substantially in the form attached as Exhibit A, the execution of which constitutes a Member's agreement to be bound by the terms and conditions of this Agreement, and shall include a duly executed resolution in substantially the same form.

1.16 **"Majority"** means more than 50%.

1.17 **"Member"** means a Special District or Public Body that has executed a Joinder to this Agreement and the Sponsoring Member, the membership of which has not Terminated.

1.18 **"Nominating Committee"** means the committee established by the Board as described in Section 4.8(b).

1.19 **"Public Body"** means an entity described in Oregon Revised Statutes 30.260.

1.20 **"Quorum"** means a Majority of the Trustees.

1.21 **"Special District"** means a governmental entity described in Oregon Revised Statutes 198.010.

1.22 **"Sponsoring Member"** means the Special Districts Association of Oregon.

1.23 **"Termination"** means the cessation of the membership of a Member pursuant to this Agreement.

1.24 **"Trust"** means the Special Districts Insurance Services Trust.

1.25 **"Trustee"** means a person who has executed this Agreement or a duplicate thereof agreeing to accept the responsibilities of trusteeship under this Agreement, and who has not resigned or been removed as a Trustee.

1.26 **"Trust Property"** means cash, property or any asset held by the Trustees and subject to this Agreement.

SECTION 2 PURPOSES AND OPERATON OF TRUST

2.1 Purposes. The purposes of the Trust shall continue to be the operation of a program of self-insurance whereby the Members' exposures in the areas of tort liability, property, workers compensation, and ancillary program areas may be effectively and economically managed, and whereby insurance and risk retention strategies to manage such risks may be most responsibly and economically funded, and to provide life, health, and disability programs and other personnel benefit services to Members. The Trustees shall endeavor to accomplish these goals by:

(a) Acting to ensure that there is available to Members markets for liability, property, workers compensation, and ancillary coverages appropriate to risks to which such Members are exposed and markets, programs and services for employee benefits and health, life, and disability insurance coverage needs of Members.

(b) Aggregating the collective buying power of Members and the economic advantages of individual and pooled risk retention and other strategies, where lawful and actuarially sound, and to reduce and stabilize the cost of funding those risks.

(c) Making available to Members resources and expertise in the management of risk through loss prevention and loss control programs, claims management, consulting, data gathering, information sharing and related services.

(d) Acting as a representative and information resource for Members in presenting to appropriate legislative and administrative bodies and committees, data and policy issues related to the cost of public risk in Oregon.

(e) Creating, upon authorization by the Board, pooled self-insured programs funded by Member Contributions and based on sound actuarial analysis, which may be structured as separate pools for various types of risk, with physical or accounting segregation as determined by the Board.

(f) Developing and providing other insurance programs, retirement programs or other related services as are approved by the Board, including but not limited to loan or grant programs in amounts not material to Trust operations and designed to further the objectives of the Trust.

(g) Providing access for Members to coverages with respect to which the Trust is not an indemnitor.

2.2 Trust Property. The Trustees shall collect and manage Trust Property, including but not limited to insurance premiums, Contributions and other revenues, shall make appropriate disbursements from the Trust, and shall oversee the management and administration of the programs of the Trust, approving the necessary contracts, insurance policies, premium contributions, fee schedule group purchases and making such other arrangements and implementing such strategies as necessary to carry out purposes described herein regarding the self-insurance programs, for the exclusive benefit of the Members and as described in this Agreement.

SECTION 3 CONTINUATION OF TRUST AND FUTURE CONTRIBUTIONS

3.1 Trust Agreement. The Trustees and the Sponsoring Member hereby enter into this First Restatement of Declaration of Trust, to be effective on the Effective Date. The Trustees shall invite the Initial Members, and such other Special Districts or Public Bodies as appropriate, to become Members.

3.2 Trust Continuation. The Trust shall continue without interruption on and after the Effective Date and shall be operated from the Effective Date pursuant to this First Restatement of Declaration of Trust.

3.3 Existing and Future Trust Property. The Members confirm that the Trust Property subject to the Amended Trust Declaration as of the Effective Date of this Agreement, including all Contributions and income and profits therefrom, shall remain Trust Property, to be held, managed and distributed pursuant to this Agreement.

3.4 Contributions. Any Contributions made on or after the Effective Date of this Agreement, along with any and all income and profits therefrom, shall be Trust Property, and shall be held, managed and distributed pursuant to this Agreement. A contributing Member's Contribution is irrevocable.

3.5 Agreement by Trustees. The Trustees hereby declare that they will administer, manage, collect, receive, dispose of and distribute all Trust Property for the exclusive benefit of the Members as provided in this Agreement.

SECTION 4 BOARD OF TRUSTEES

4.1 Board of Trustees.

(a) *In General.* The Trust shall be governed by a Board of Trustees ("the Board") composed of not fewer than five, nor more than nine, Trustees. Until changed by a vote of the Board, the number of Trustees shall be seven.

(b) *Board Observer.* As long as the Sponsoring Member is a Member, it shall from time to time designate a Board Observer, who shall be entitled to attend all meetings of the Board, but who shall not be a Trustee, shall have no fiduciary duties, and shall not vote. The Board Observer shall advise the Board on matters potentially affecting Special Districts throughout Oregon, as such matters relate to the activities of the Trust. The Board Observer shall be a nonvoting member of all standing and ad hoc committees of the Board. If the Sponsoring Member ceases to be a Member, there shall be no Board Observer position.

(c) *Continuation of Trustees.* Notwithstanding any requirement of Section 4.3, Trustees of the Trust serving as of the Effective Date shall continue to serve as Trustees until the expiration of their terms of office.

(d) *Election of Trustees.* The Board shall elect a Trustee to fill any vacant Trustee position, which elected Trustee shall serve until expiration of the vacated position.

4.2 Meetings.

(a) *Annual Meeting.* An annual meeting of the Trustees shall be held in June of each year.

(b) *Special Meetings.* Special meetings of the Trustees may be called by the Sponsoring Member, Chair, the Vice-Chair, or a Majority of Trustees, by giving written notice to the Chair or the Vice-Chair.

(c) *Quorum.* A Quorum of Trustees must be present to conduct business at a duly called meeting.

(d) *Manner of Acting.* With respect to any matter to be decided by the Trustees, the Trustees shall act by Majority vote of all Trustees.

(c) *Location of Meeting.* All meetings shall be held within the State of Oregon. While every meeting must have a physical location at which at least one Trustee appears, Trustees may participate in the meeting by means of a conference telephone call or electronic communication method if all persons participating in the meeting can hear each other at the same time.

4.3 Qualifications of a Trustee.

(a) *In General.* Except as provided in Section 4.3(b), as a qualification for appointment and continued service, each Trustee shall be a natural person Associated with a Special District which is a Member.

(b) *Continued Service by Trustee.* If a Trustee becomes no longer Associated with a Member during the Trustee's term of office, the Trustee may serve out the remainder of the Trustee's term.

4.4 Term of Office of Trustee.

(a) *Fixed Terms.* Trustees shall be appointed for a fixed term. Terms shall be three years and shall be staggered so that no more than three Trustees' terms expire during any calendar year. There shall be assigned position numbers to each Trustee position.

(b) *Reappointment.* A Trustee may serve any number of consecutive terms.

4.5 Resignation of a Trustee. A Trustee may resign at any time by giving written notice to the Chair, Vice-Chair or Secretary of the Trust, which resignation shall be effective upon delivery or on such later date specified in the resignation.

4.6 Removal of a Trustee.

(a) *Removal by Trustees.* A Trustee may be removed by a Majority Vote of the Trustees other than the Trustee who is being considered for removal.

(b) *Deadlock Process.* If the Board is Deadlocked on removal of a Trustee, the matter shall be submitted pursuant to the Deadlock Process described in Section 4.13. The Board of Directors of the Sponsoring Member shall determine whether the affected Trustee is to be removed as a Trustee, which decision shall be final. If the Board of Directors of the Sponsoring Member determines that a Trustee should not be removed, that Trustee shall serve until the expiration of his or her term, unless the other Trustees determine that the affected Trustee has engaged in intentional misconduct or gross negligence in carrying out his or her duties, in which case such Trustee may be removed using the processes described in Section (a) and (b) of this Section 4.6.

4.7 Officers.

(a) *Officers.* The officers of the Board shall be a Chair, a Vice-Chair, a Secretary, and a Treasurer. The same person may not concurrently occupy more than two offices.

(b) *Appointment.* Officers shall be elected by the Board at the annual meeting and shall serve a one-year term or until their successors are elected by the Board.

(c) *Resignation.* An officer may resign at any time by giving written notice to the Chair, Vice Chair or Secretary of the Trust, which resignation shall be effective upon delivery or on such later date is specified in the resignation. In the event of a vacancy in an officer's position, the Board shall fill the unexpired portion of the term by election at the next Board meeting.

(d) *Duties of Chair.* The Chair shall, when present, preside at all meetings of the Board and of the Members. He or she shall serve as the chair of the Executive Committee and shall be an ex-officio Member of all other standing committees. The Chair shall perform all duties required of him or her by the Board.

(e) *Duties of Vice-Chair.* The Vice-Chair shall preside at all meetings of the Board and of the Members in the absence of the Chair. He or she shall perform such other duties as assigned by the Board or the Chair. The Vice-Chair shall be the chair of the Nominating Committee.

(f) *Duties of Secretary.* The Secretary will keep or cause to be kept at the Trust's principal office all of the minutes of the meetings of the Board and Members showing the time and place of meeting, the notice given, the names of those present and the content of such meeting in reasonable detail. The Secretary shall perform such other duties as assigned by the Board or the Chair.

(g) *Duties of Treasurer.* The Treasurer will be responsible for oversight of (i) the funds of the Trust; (ii) deposits and withdrawals of such funds in such depositories as may be authorized by the Board; and (iii) the keeping of a full and accurate account of receipts and disbursements at the Trust's principal office. The Treasurer shall be the chair of the Audit Committee and shall perform such other duties as assigned by the Board or the Chair.

4.8 Committees.

(a) *Executive Committee.* The Board shall establish an Executive Committee, the objective of which is to prepare for Board meetings, address the business of the Trust between Board meetings in a manner delegated by the Board, and recommend to the Board the admission of new Members and Termination of existing Members, as necessary.

(b) *Nominating Committee.* The Board shall establish a Nominating Committee, the objective of which is to identify and recommend to the Board appropriate candidates for trusteeship from among the Members.

(c) *Audit Committee.* The Board shall establish an Audit Committee, the objective of which is to assure that the Board is adequately and currently informed of the financial condition of the Trust through reports and other methods.

(d) *Other Committees.* The Board may establish such other committees as it deems necessary and appropriate to carry out its responsibilities, which committees may be standing or ad hoc committees, in the discretion of the Board.

4.9 Salaries and Expenses. Trustees shall serve without compensation, but shall be entitled to reimbursement for expenses in accordance with the applicable expense policies of the Trust.

4.10 Policies and Procedures. The Trustees may from time to time adopt policies and procedures for operation of the Board, committees, and the Trust that are not inconsistent with this Agreement. The Trustees shall establish and maintain policies and procedures designed to cause the Trust to retain net assets sufficient to satisfy projected liabilities at appropriately high actuarially determined confidence levels in the event of catastrophic loss.

4.11 Powers of Trustees. The Trustees shall have each and every power accorded to Trustees under Oregon law and the authority to act in all matters relating to the Trust and Trust property, including but not limited to the power to:

- (a) make and enter into contracts;
- (b) incur debts, liabilities, and obligations;
- (c) acquire, hold, or dispose of property, contributions and donations of Property, funds, services, and other forms of assistance from any person;
- (d) sue and be sued in the name of the Trust, and to settle or compromise any claim;
- (e) engage and employ agents, employees, consultants, contractors, advisers, and any other personnel to assist in the activities of the Trust;
- (f) receive, collect, and disburse monies from any source;
- (g) authorize and pay or credit to Members (and not Former Members) such amounts, from the excess of available funds over amounts required or projected by the Board to fund Trust operations and claim liabilities, as determined appropriate by the Board, in its sole discretion; and
- (h) do all other things necessary and appropriate to carry out the purposes of the Trust and permitted by law.

4.12 Services Contract. The Trustees may enter into a contract with a Member to perform duties of administration of the Trust, which duties shall include but not be limited to claims administration, loss control, underwriting, and other consulting services as may be specified by contract between the Trust and the service provider.

4.13 Deadlock. If at any time the Trustees are Deadlocked on any issue, the Chair or Vice-Chair shall prepare a memorandum summarizing the facts and circumstances of the

situation in reasonable detail, and shall submit this memorandum to the Chair of the Board of Directors of the Sponsoring Member. The Board of Directors of the Sponsoring Member shall resolve the Deadlock and inform the Trustees of its decision, which decision shall be binding upon the Board.

SECTION 5 MEMBERSHIP

5.1 Sponsoring Member. The Special Districts Association of Oregon is the Sponsoring Member of the Trust. The role of the Sponsoring Member is to provide the experience and continuity needed by the Trust to best serve its Members. The Sponsoring Member shall have ongoing duties to the Trust, including:

- (a) Working closely with others engaged by the Trust to provide various services;
- (b) Appointment of a Board Observer, as described in Section 4.1(b);
- (c) Providing its Executive Director as Trust Administrator for the Trust, who shall act in the role of chief operating officer and shall carry out the day-to-day duties of trust administration, as delegated by the Trustees;
- (d) Facilitating strategic planning for the Trust and recommending strategies for improving services to Members and improvement of ongoing operations of the Trust; and
- (e) Engaging in such other duties as reasonably requested by the Board to carry out the objectives of the Trust.

5.2 Distribution to Sponsoring Member. The Trust shall make an annual distribution to the Sponsoring Member in an amount to be determined by the Board in consultation with the Sponsoring Member.

5.3 Qualifications for Membership. A Member other than the Sponsoring Member must be a Special District or Public Body, within Oregon, that is a member in good standing of the Special Districts Association of Oregon.

5.4 Effect of Membership. A Member shall be eligible to participate in the coverages and services offered by or through the Trust on such terms and conditions as set forth in the Coverage Documents. Once an entity becomes a Member, such membership shall continue until terminated in accordance with this Agreement.

5.5 Initial Members. All entities who are Initial Members on the day before the Effective Date shall be eligible to become Members of the Trust as of the Effective Date by executing a Joinder.

5.6 New Members. Upon application by a Special District or Public Body to become a Member of the Trust, the Board may approve membership of such entity on such terms and

conditions as Board determines, in its sole discretion. The Board shall have the exclusive authority to approve or deny an application for membership, in its sole discretion.

5.7 Termination of Membership.

(a) *Termination of All Coverages.* Upon the termination of all participation in programs of the Trust, including but not limited to coverage under all Coverage Documents with respect to a Member (other than the Sponsoring Member), a Member's membership shall cease.

(b) *Sponsoring Member.* The Board may Terminate the membership of the Sponsoring Member for intentional wrongdoing or gross negligence, in its conduct as a Member, by a vote of two-thirds of the Trustees.

5.8 Liability after Termination of Membership. Upon Termination of membership, the Member will continue to be liable for the payment of any Contributions due as of the date of Termination. In the event the Trust is unable to perform its contractual obligations on a Former Member's behalf, the Member will continue to be liable for the payment of its own claims and liabilities arising out of the period when the Former Member was a Member.

5.9 Resumption of Membership after Termination. A Former Member may reapply for membership three years after Termination of membership. The Board in its discretion may waive this time limit or impose additional waiting periods.

5.10 Duties and Obligations of Members.

(a) *Joinder to First Restatement.* Each Member (other than the Sponsoring Member) shall execute a Joinder to this Agreement in a form approved by the Board and shall execute such other documents as are reasonable and appropriate, in the determination of the Board, to evidence membership in the Trust.

(b) *Information.* Each Member will furnish to the Trustees such underwriting and other information as may be reasonably required to carry out the purposes of the Trust at least 45 days prior to the end of the coverage period as described in the Coverage Documents.

(c) *Contributions.* Each Member shall make an annual Contribution based on the coverages the Member elects to the Trust in the amount determined by the Trustees, which amount shall be communicated to the Members within a reasonable period prior to renewal of coverage. The amount of the Contribution of each Member shall be determined by the Board, in its sole discretion, based on the coverages the member elects.

(d) *Cooperation.* As participants in a self-insured program, Members have an obligation to control claim costs by minimizing risk by establishing best management and safety practices. Each Member shall cooperate fully with the Trustees and their agents in the mitigation of risk and the administration of claims. Members' required cooperation shall include, but not be limited to:

(i) Following the loss prevention and risk management programs of the Trust, and abiding by all conditions, requirements, rules or regulations regarding loss control and risk management which may be promulgated by the Trust or its agents.

(ii) Annually completing a best practices checklist as requested by the Trust and endeavoring to the best of its abilities to adhere to the best practices identified on the checklist.

(iii) Giving prompt notification of any claim to the Trust as provided in the Coverage Documents.

(iv) Permitting the Trust's agents at any reasonable time to inspect the Member's properties and operations, and to examine the Member's books, documents and records of any and every kind pertinent to membership or in the administration of the Trust.

(v) Answering questionnaires pertinent to the operation of the Trust, or any particular pool maintained by the Trust, regarding the operations of the Member.

(e) *Trust Insolvency.* In the event of insolvency of the Trust, each Member or Former Member will continue to be liable for the payment of its own claims and liabilities arising during the period of membership.

5.11 Appointment as Agent. Each Member hereby appoints the Trust or its designated agent to act as the Member's agent and attorney-in-fact to act on its behalf, to execute all contracts, reports, waivers, agreements and service contracts, and to make an arrangement of payment of claims and all other things required for the proper and orderly operation of the Trust. Each Member agrees that the Trust or its designees shall have the sole responsibility for the adjustment and/or settlement of any and all claims.

SECTION 6 LIABILITY OF TRUSTEES AND INDEMNIFICATION

6.1 Errors and Omissions Insurance. The Trustees shall secure errors and omissions insurance covering each Trustee in such amounts and on such terms and conditions as determined appropriate by the Board.

6.2 Indemnity.

(a) *In General.* The Trust will indemnify to the fullest extent permitted by law any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Trust) by reason of the fact that the person is or was a Trustee, Board Observer, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Trust. The Trust may indemnify to the fullest extent permitted by law any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Trust) by reason of the fact that the person is or

was an employee or agent of the Trust. Any indemnification provided pursuant to this Section 5.4(a) will not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of any agreement, statute, policy of insurance, vote or resolution of the Board, contract, or otherwise. Notwithstanding the foregoing, the Trust shall not have any obligation to indemnify any person based on actions of such person that are found to constitute gross negligence or intentional misconduct by a court decision from which no appeal may be taken.

(b) *Advancement of Expenses.* The expenses incurred by a Trustee or other person in connection with any threatened, pending or completed action, suit or proceeding (except for an action, suit or proceeding by or in behalf of the Trust), whether civil, criminal, administrative, investigative, or otherwise, which the Trustee or other person is made or threatened to be made a party to or witness in, or is otherwise involved in, will be paid by the Trust in advance upon the written request of the Trustee or other person if he or she (i) furnishes the Trust a written affirmation that in good faith the Trustee believes that he or she is entitled to be indemnified by the Trust; and (ii) furnishes the Trust a written undertaking to repay such advance to the extent that it is ultimately determined by a court that such Trustee or other person is not entitled to be indemnified by the Trust.

(c) *Amendment.* No amendment to this Section 6.2 that limits the Trust's obligation to indemnify any person will have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the person.

(d) *Further Action.* To the fullest extent permitted by law, no Trustee of the Trust or Board Observer will be personally liable to the Trust or the Members for monetary damages for conduct as a Trustee. Without limiting the generality of the preceding, if after this Section 6.2 becomes effective the Oregon statutes are amended to authorize Trust action further eliminating or limiting the personal liability of a Trustee or Board Observer, then the liability of Trustees of the Trust and the Board Observer will be eliminated or limited to the fullest extent permitted by the Oregon statutes, as so amended. No amendment or repeal of this Section 6.2 nor a change in the law, will adversely affect any right or protection that is based upon this Section 6.2 and that pertains to conduct that occurred prior to the time of such amendment, repeal, adoption or change. No change in the law will reduce or eliminate the rights and protections set forth in this Section 6.2 unless the change in the law specifically requires such reduction or elimination.

6.3 Use of Trust Assets to Defend Trust. Trust Property may be used to defend claims of any type made against the Trust or Trustees, and such use shall not be deemed a conflict of interest for any Trustee.

SECTION 7 TERMINATION OF TRUST

7.1 Termination of Trust. The Trust shall terminate upon a vote to terminate the Trust by (A) the Board of Directors of the Sponsoring Member (if the Sponsoring Member is a Member) and (B) either (i) two-thirds of the Trustees or (ii) three-fourths of the Members. The

Trust shall terminate upon a determination by a court of competent jurisdiction that the purposes of the Trust cannot be accomplished, even with amendment or modification of the Agreement or Trust structure. In the event of termination, the Trust shall continue for the purpose of making allowances for claims, retiring any debt, distributing all assets, and performing all other functions necessary to conclude the affairs of the Trust, all of which shall be the responsibility of the Sponsoring Member, for which it will be paid reasonable compensation.

7.2 Distribution of Assets. Upon termination of the Trust, all Trust Property shall be distributed among the Special Districts and Public Bodies who are Members at the date of termination of the Trust, in proportion to their Contributions to the Trust during the 5 years immediately preceding the effective date of termination of the Trust.

7.3 No Assessments. The Trust shall not have the authority to assess Members or Former Members for additional Contributions in the event of Trust insolvency.

SECTION 8 AMENDMENT

8.1 Method of Amendment. This Agreement may be amended by vote of two-thirds of the Trustees and the approval of the Board of Directors of the Sponsoring Member. Amendments shall be distributed to the Members within 60 days of adoption.

8.2 Limitation on Amendments. No amendment to this Agreement shall be adopted which provides for distribution upon dissolution to other than the Members, that causes gratuitous diversion of Trust Property for the benefit of private interests, or retroactively divests a Member of a vested right granted to that Member pursuant to a Coverage Document.

SECTION 9 MISCELLANEOUS

9.1 Title to Trust Property. Legal title to all Trust Property shall be held by the Trustees for the exclusive benefit of the Members as described in this Agreement.

9.2 No Interest in Trust Property by Members. No Member shall have any right to or interest in Trust Property, and no creditor of any Member shall have any claim against Trust Property for any debt or obligation of a Member.

9.3 Intergovernmental Agreement. This Agreement is intended to be an intergovernmental agreement as described in Oregon Revised Statutes 30.282 for three or more Public Bodies to create a program of self-insurance, and shall be interpreted for all purposes as such an agreement.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of Oregon.

9.5 Joinders. Any Joinder to this Agreement executed by a Member will be deemed to be that Member's assent to the entirety of this Agreement, as if such Member had executed an original of this Agreement.

9.6 Dispute Resolution.

(a) *Appeal to Board of Trustees.* In the event of any dispute arising from the operation of the Trust, the affected Member shall first appeal to the Board. In a matter relating to a claim under a Coverage Document, the appeal must be made within 30 days of the Trust's proposed resolution of the disputed claim unless otherwise provided in the Coverage Document. To institute an appeal, the Member must give written notice to the Chair or Vice-Chair of the Board, providing a written summary of the dispute, detailing in reasonable detail the facts and circumstances of the issue and the requested remedies. At the next scheduled Board meeting or at such other time as determined by the Chair, the Board will review the matter, using procedures as promulgated by the Board. The Board's decision will be communicated to the Member within 90 days of the Board's hearing of the appeal.

(b) *Mandatory Mediation.* If a dispute is not resolved by appeal to the Board, it must be submitted to the Arbitration Services of Portland ("ASP"), or its successor, for mediation. The Trust or any Member may commence mediation by providing ASP and the other affected parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The Trust and each affected Member shall cooperate with ASP and with one another in selecting a mediator from the ASP panel of neutrals and in scheduling the mediation proceedings. They agree that they will participate in the mediation in good faith and that they will share equally in the costs (the Trust will pay one half of the costs and the other half will be paid by the affected Member, or if more than one Member, each shall contribute equally to that half or otherwise as they may agree). All of the offers, promises and conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any ASP employees, are confidential and privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, providing that evidence that is otherwise admissible and discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(c) *Mandatory Arbitration.* If the matter is not resolved through mediation, then it shall be submitted to ASP, or its successor, for final and binding arbitration pursuant to the rules of commercial arbitration for ASP. The Trust or a Member may initiate the arbitration with respect to the matter submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties agree. At no time prior to the Earliest Initiation Date will either side initiate an arbitration or litigation related to this Agreement, except as provided by the rules of commercial arbitration for ASP or by agreement of the parties. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any is required, to effectuate such tolling. The dispute will be settled by a single arbitrator. The parties will cooperate with ASP and with one another in selecting an arbitrator and in scheduling arbitration proceedings. Arbitration will occur in Salem, Oregon unless the parties otherwise agree. The parties will be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure the just and efficient resolution of the dispute. If the amount in controversy exceeds \$250,000, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for and computation of the amount of the award,

if any. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The decision of the arbitrator will be final and binding. The party prevailing in the arbitration will also be entitled to recover any amount for his or her costs and attorney fees incurred in connection with the arbitration as determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(d) *Coverage Document Dispute Resolution.* The dispute resolution provisions in any Coverage Document shall apply for the matters to which such provisions are made applicable in the Coverage Document, and shall supersede the dispute resolution provisions of this Section 9.6. If a Coverage Document is silent, or the dispute resolutions contained within it do not apply to a particular dispute, the dispute resolution provisions of this Section 9.6 shall apply.

This First Declaration of Trust is executed by the Sponsoring Member and by the Trustees, who by affixing their signature hereto, agree to accept their appointment as Trustees under this First Restatement of the Declaration of Trust of the Special Districts Insurance Services Trust as of the Effective Date.








SPONSORING MEMBER:

Special Districts Association of Oregon


By: Diedre Conkling

Its: SDAO Board of Directors President

TRUSTEES:

Position No. 1	
Position No. 2	
Position No. 3	
Position No. 4	
Position No. 5	
Position No. 6	
Position No. 7	

Commission Memo

To: Commissioners
From: Anne Medenbach
Date: May 20, 2014
Re: Lease Addendum No. 2 - Mid Columbia Distributors

Mid-Columbia Distributors has been a tenant in the Expo Building since 2008. They are currently on a 6-month rolling lease with a six month notification period to terminate the lease. The Port gave them notice in November 2013 that they would need to vacate by this month.

As the building is still under our control, staff has drafted an addendum to change the lease term to a month-to-month lease. There is a 30 day notice clause to vacate. This will allow the tenant more time to find a new space and keep the building occupied until the time of sale.

RECOMMENDATION: Approve Lease Addendum No. 2 with Mid-Columbia Distributors, Inc, subject to legal review.

Commission Memo

To: Commissioners
From: Fred Kowell
Date: May 20, 2014
Re: Accounts Payable Requiring Commission Approval

Jaques, Sharp, Sherrerd, Fitzsimons & Ostrye	\$6,247.00
Attorney services per attached summary	
TOTAL ACCOUNTS PAYABLE TO APPROVE	<u>\$6,247.00</u>

JAQUES, SHARP, SHERRERD, FITZSIMONS & OSTRYE
 ATTORNEYS AT LAW
 205 3RD STREET / PO BOX 457
 HOOD RIVER, OR 97031
 (Phone) 541-386-1311 (Fax) 541-386-8771

msl
RECEIVED
 MAY 07 2014

CREDIT CARDS ACCEPTED

HOOD RIVER, PORT OF
 1000 E. PORT MARINA DRIVE
 HOOD RIVER OR 97031

Page: 1
 May 06, 2014
 Account No: PORTOHAm

	Previous Balance	Fees	Expenses	Advances	Payments	Balance
ENVIRONMENTAL INSURANCE	36.00	18.00	0.00	0.00	-36.00	\$18.00
MISCELLANEOUS MATTERS JJ	522.00	234.00	0.00	0.00	-522.00	\$234.00 <i>1-6520</i>
LEASE BIG 7 (Slingshot Sports/Jeff Logosz)	0.00	17.00	0.00	0.00	0.00	\$17.00 <i>205</i>
ORDINANCE #24	1,026.00	864.00	0.00	0.00	-1,026.00	\$864.00 <i>1-6520</i>
ORS 777 CHANGES	126.00	1,550.00	0.00	0.00	-126.00	\$1,550.00 <i>1-6520</i>
LEASE (Pfriem Brewing)	162.00	0.00	0.00	0.00	-162.00	\$0.00
GLIDER CONCESSION AGREEMENT'S 2012	18.00	0.00	0.00	0.00	-18.00	\$0.00
PROPERTY TRANSACTION SALE	0.00	108.00	0.00	0.00	0.00	\$108.00 <i>300</i>
REGULAR MEETING FEE JJ	0.00	350.00	0.00	0.00	-350.00	\$0.00
PROPERTY SALE (Bob Naito; NBW Hood River)	54.00	0.00	0.00	0.00	-54.00	\$0.00

Account No:

Previous Balance	Fees	Expenses	Advances	Payments	Balance
LEASE (Double Mountain) 18.00	108.00	0.00	0.00	-18.00	\$108.00 <i>303</i>
CITY SEWER OUTFALL PROJECT (City of HR) 666.00	630.00	0.00	0.00	-666.00	\$630.00 <i>1500-403</i>
ODELL PROPERTY (Robert Hanel) 126.00	1,242.00	0.00	0.00	-126.00	\$1,242.00 <i>1-6520</i>
EXPO SITE DEVELOPMENT 342.00	558.00	0.00	0.00	-342.00	\$558.00 <i>401</i>
REZONE (BergerABAM/Contract Lot 1 Expo) 0.00	18.00	0.00	0.00	0.00	\$18.00 <i>401</i>
WATERFRONT TRAIL 18.00	0.00	0.00	0.00	-18.00	\$0.00
SOFTWARE CONTRACT (RECORDS) 306.00	0.00	0.00	0.00	-306.00	\$0.00
CONCESSION PERMIT (Gorge Kiteboard School) 0.00	198.00	0.00	0.00	0.00	\$198.00 <i>503</i>
ART INSTALLATION AGREEMENT 0.00	432.00	0.00	0.00	0.00	\$432.00 <i>1-6520</i>
TWIN PEAKS LEASE- PARKING (J & J Szeremi, LLC) 0.00	54.00	0.00	0.00	0.00	\$54.00 <i>600</i>
CONTRACT (Century West Engineering) 0.00	216.00	0.00	0.00	0.00	\$216.00 <i>600</i>
<u>3,420.00</u>	<u>6,597.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-3,770.00</u>	<u>\$6,247.00</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 30th OF APRIL UNLESS OTHERWISE STATED

Commission Memo

To: Commissioners
From: Liz Whitmore
Date: May 20, 2014
Re: Emergency Access Points

In an effort to communicate more accurately emergency access points along the waterfront, a signage system has been developed by Hood River Fire Chief Devon Wells in partnership with the Port. Nine access point areas have been identified from the Hook to the Hood River Inn, with a total of (25) 12x18 signs installed. Each signage area has a number assigned to it which will aid 911 callers and dispatch to determine the correct location for emergency responders. See photo below.

The goal of this program is to improve communication between the public, 911 dispatch, and Hood River Fire to identify areas along the waterfront correctly and provide efficient emergency response.



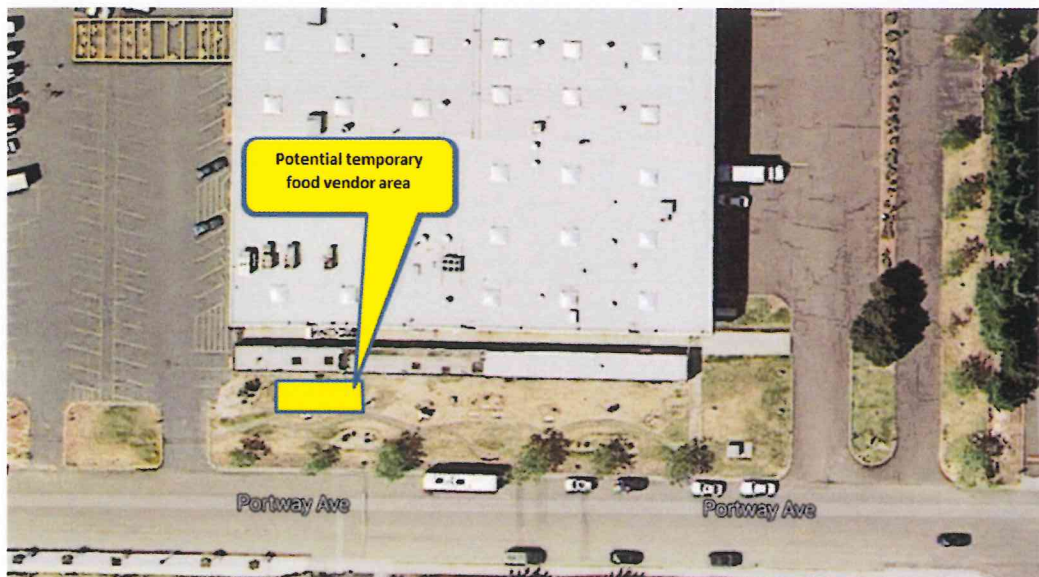
RECOMMENDATION: For discussion.

Commission Memo

To: Commissioners
From: Liz Whitmore
Date: May 20, 2014
Re: Food Vendors at the Jensen Building

Port staff is investigating the potential to locate 2-3 food vendors in front of the Jensen Building adjacent to Portway Avenue. See photo below. This would allow additional food vendors to have a business opportunity along the waterfront on a seasonal basis. The location would have good frontage along Portway, but would also necessitate that food carts be tidy and presentable in appearance. Four different businesses have expressed interest in this opportunity. Staff is seeking the Commission's feedback on this potential option.

Our two existing food vendors at the Event Site, the Sandbar Café and the Local Grind, are in year two of their three-year permit agreement and have expressed interest to continue to lease the space at the lower cruise ship dock in the future.



RECOMMENDATION: For discussion.

Commission Memo

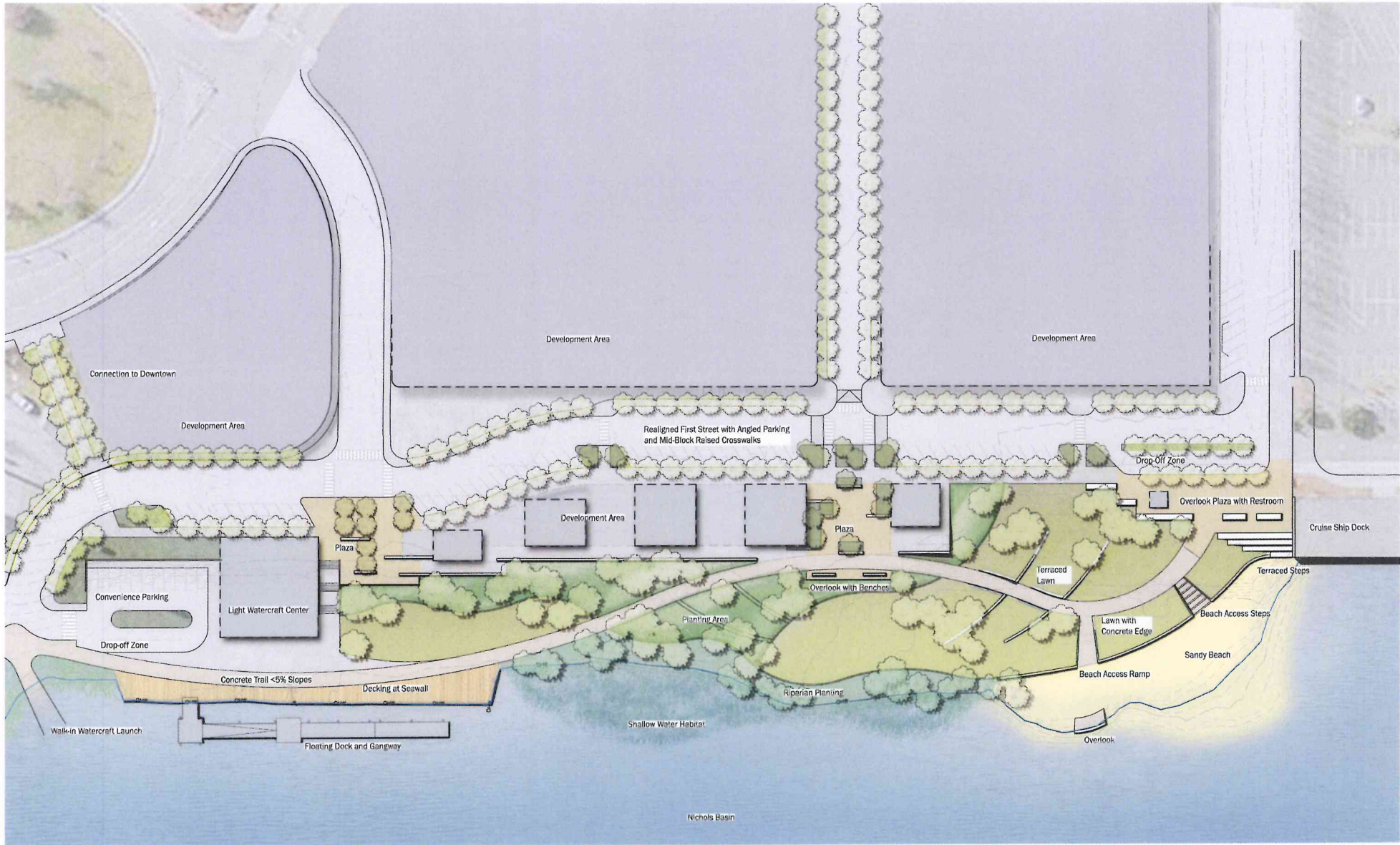
To: Commissioners
From: Michael McElwee
Date: May 20, 2014
Re: Nichols Basin West Edge

Attached are the final concept drawings for the Nichols Basin West Edge Project for Commission review and discussion.

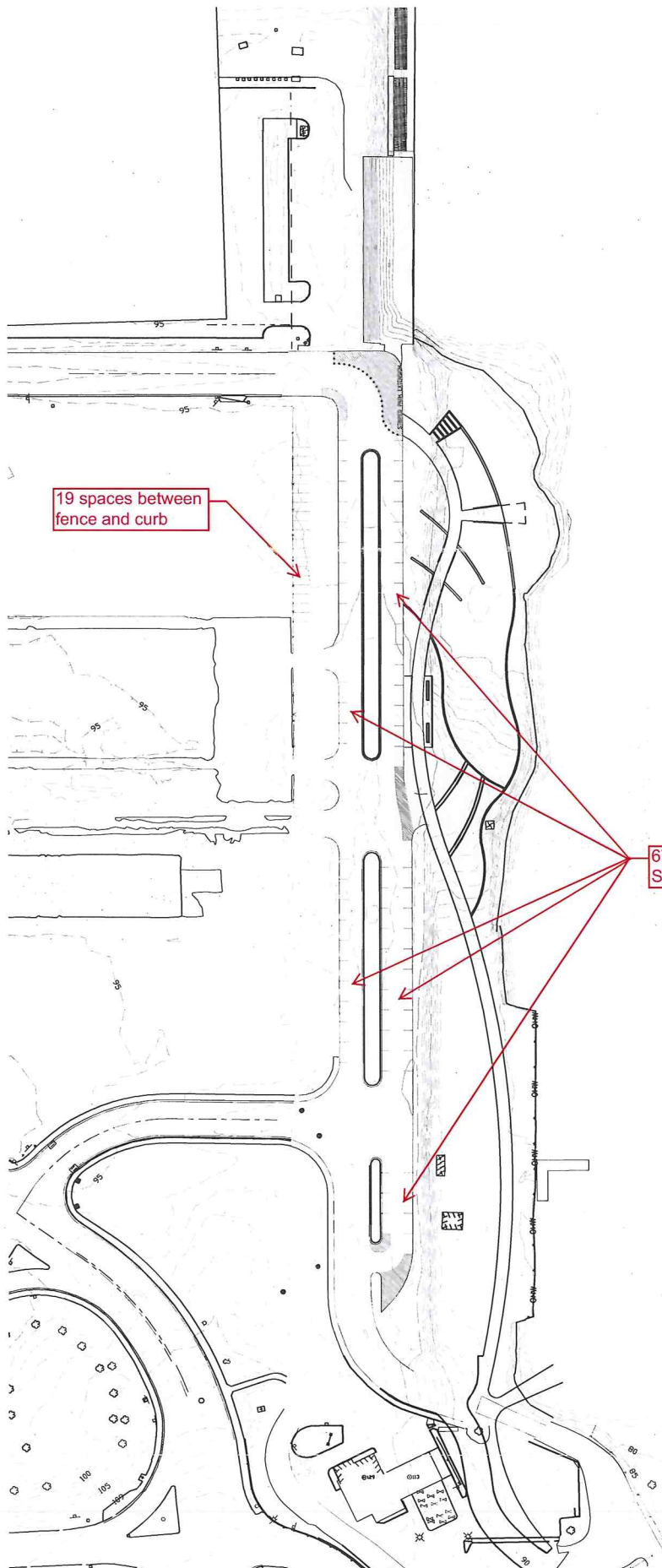


Phase One Plan

Nichols Basin Bike/Pedestrian Trail
Port of Hood River | April 16, 2014

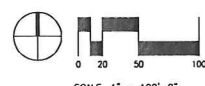
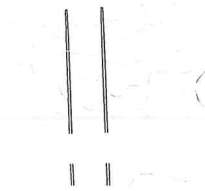


Preferred Vision Plan
 Nichols Basin Bike/Pedestrian Trail
 Port of Hood River | April 16, 2014



19 spaces between fence and curb

67 spaces on 1st Street



Executive Director's Report

May 20, 2014

Staff & Administrative

- I was unable to attend the bi-state meeting of state legislators on May 16. Any update from attending Commissioners would be appreciated.
- Commissioner Streich will also attend the PNWA Summer Conference in Coeur d'Alene, Idaho on June 23-25.
- I have contacted Waldron & Company to discuss the Executive Director review process.
- The City is reviewing changes we proposed to the Port/City IGA for police enforcement of Ordinance 24. We expect to have this reviewed agreement for Commission consideration in June.

Recreation

- The work of the Project Advisory Committee meeting for the Nichols Basin West Edge Project is complete for now. The May 20 meeting will be a chance for additional discussion and input from the Commission. I attended a meeting of the *ConnectOregon V* Review Committee applications in Portland on May 9. Through the support of Amanda Hoey of MCEDD and a fortunate ally in Columbia County Commissioner Tony Hyde, the project was moved from #20 to #12 on the priority list. This still does not assure funding but it is a possibility. Final decisions are made in June by the final review committee.
- A legislative Conference Committee has negotiated a final WRDA bill. The legislation is expected to be considered for final passage by the House and Senate in May. The bill contains our preferred language regarding the Nichols Basin Flowage Easement
- Even Construction is currently building the Boathouse Dock floats. Shop drawings were reviewed May 16. The contractor says he is on schedule for installation in late June.
- Liz has received a request from Melissa Tokstad to approve a popsicle concession on the waterfront this summer. An overview of the business is attached. Staff believes this would be a positive addition.
- The Event Site booth will be open starting Friday, May 23. Discounted pre-season passes are on sale through Wednesday, May 21.
- Liz has discussed the 4th of July fireworks event with Paul Zastrow of the Lions Club and with CGKA. The Lions have tentatively agreed not to request an increase in pool elevation. This should increase access for kiteboarders and reduce conflicts at the Event Site.

Development

- With approval of the Hanel Mill P&S, staff has started the due diligence investigations. Staff is also working closely with Business Oregon and the

Regional Solutions team to explore funding options for the property development as well as business incentives for relocation.

- Renaissance Learning has indicated that they would like to exercise their option to extend their lease at the Wasco Building for another 5 years. Anne is working on the extension details.
- I attended a City Council work session on May 12 to add comments on the proposed Waterfront Refinement Plan-- a legislative process to address a number of development-related issues. See the attached work scope and summary. The work would expect to be completed by December.
- Anne attended a two-day Brownfield Conference in Salem on May 13-14.

Airport

- Over the next several weeks we will confirm FAA funds for the Airport Master Plan and work with Century West to prepare a schedule, and recommended membership for the advisory committee.
- Fred Kowell is now the primary staff liaison to the Airport Advisory Committee.

Bridge/Transportation

- Significant challenges with the BreezeBy tolling system have occurred over the last two weeks. A verbal report on the problems experienced and the status of solutions will be provided by our IT Consultant, Jack Lerner, at the May 20 meeting.
- Staff is working to accelerate the schedule to re-surface the north and south approach ramps, which may include a Special Meeting on June 12 to issue a Notice of Intent to Award and Execution of Contract. We now believe it may be possible to complete the project by the end of July. Anne will provide an update at the meeting.

Region 1 PRIORITIZATION SCORING MATRIX - ALL

	B	C	D	F	G	AB	AC
1	County	Applicant	Project Name	Total ConnectOregon Funds Requested (\$)	Tier	Final Ranking	Running Total
2	Columbia	Port of St. Helens	Berth 1 - Beaver Dock Extension	\$ 2,000,000.00	1	1	\$ 2,000,000.00
3	Multnomah	Columbia River Pilots	Columbia River Underkeel Clearance	\$ 949,608.00	2	2	\$ 2,949,608.00
4	Washington	City of Tualatin	Tualatin River Greenway Trail Gap Completion	\$ 1,585,800.00	1	3	\$ 4,535,408.00
5	Columbia	Port of St. Helens	Berth 2 - Beaver Dock Reconstruction	\$ 2,000,000.00	1	4	\$ 6,535,408.00
6	Multnomah	Peninsula Terminal Co.	Transload Warehouse	\$ 311,642.50	2	5	\$ 6,847,050.50
7	Multnomah	Port of Portland	Terminal 6 Crane Drive Electronics	\$ 1,440,000.00	2	6	\$ 8,287,050.50
8	Columbia	City of Rainier	A-Street Safety Corridor Rail Improvement	\$ 2,996,264.00	2	7	\$ 11,283,314.50
9	Multnomah	Tri-County Metropolitan Transportation (TriMet)	TriMet Westside Bike & Rides; Access to Jobs	\$ 1,510,948.97	2	8	\$ 12,794,263.47
10	Washington	City of Tigard	Tigard Street Trail - A Path to Employment	\$ 1,200,000.00	2	9	\$ 13,994,263.47
11	Multnomah	Portland Bureau of Transportation	Streetcar Safety and Jobs Access Enhancements	\$ 1,600,000.00	1	10	\$ 15,594,263.47
12	Hood River	Port of Hood River	Hood River Waterfront Trail Completion	\$ 379,488.00	3	11	\$ 15,973,751.47
13	Washington	Tualatin Hills Park & Recreation District	Waterhouse Trail No 4	\$ 600,000.00	1	12	\$ 16,573,751.47
14	Columbia	Teevin Bros Land & Timber Co, LLC	Rail Intermodal Consolidation Facility	\$ 2,673,249.25	2	13	\$ 19,247,000.72
15	Columbia	Sause Bros., Inc.	Heavy Lift Equipment Acquisition	\$ 1,113,632.00	2	14	\$ 20,360,632.72

Region 1 PRIORITIZATION SCORING MATRIX - ALL

	B	C	D	F	G	AB	AC
1	County	Applicant	Project Name	Total ConnectOregon Funds Requested (\$)	Tier	Final Ranking	Running Total
16	Multnomah	City of Portland Bureau of Transportation	Bike Share Phase 2: Jobs, Training & Transit	\$ 2,000,000.00	2	15	\$ 22,360,632.72
17	Multnomah	Port of Portland	Terminal 2 Redevelopment	\$ 3,200,000.00	3	16	\$ 25,560,632.72
18	Multnomah	International Raw Materials Ltd.	DGT Rail Expansion	\$ 562,500.00	3	17	\$ 26,123,132.72
19	Multnomah	BNSF Railway Company	Portland Intermodal Facility Improvements	\$ 3,927,200.00	2	18	\$ 30,050,332.72
20	Columbia	Columbia County Rider Transportation	Rainier Transit Center	\$ 542,645.60	2	19	\$ 30,592,978.32
21	Multnomah	Port of Portland	PDX Northside Redevelopment Phase 1	\$ 3,400,000.00	3	20	\$ 33,992,978.32
22	Multnomah	Northwest Container Services	NWCS Equipment Improvement	\$ 1,320,000.00	3	21	\$ 35,312,978.32
23	Multnomah	Northwest Container Services	NWCS Rail Car Modification and Upgrade	\$ 1,506,062.40	3	22	\$ 36,819,040.72
24	Clackamas	Oregon Parks and Recreation Department	Cazadero Trail - Deep Creek Crossings	\$ 3,200,000.00	3	23	\$ 40,019,040.72
25	Multnomah	Metro	St. Johns Rivergate Access Project	\$ 2,294,996.80	3	24	\$ 42,314,037.52
26	Clackamas	City of Wilsonville	I-5 Bike/Ped Bridge - Town Center to Barber St.	\$ 6,400,000.00	4	25	\$ 48,714,037.52
27	Clackamas	Villages at Mt. Hood Board of Directors	Villages at Mt. Hood Bike/Ped Master Plan	\$ 68,000.00	4	26	\$ 48,782,037.52

Business Plan

LilyPops Hood River

Melissa and Kevin Tokstad, Owners

316 Oak Street

Hood River, OR 97031

melissa@melika.com

503-957-2507

Mission

The LilyPops Hood River mission is to create and sell unique, handcrafted ice pops and to bring awareness to the plight of foster children in Oregon.

Summary

LilyPops Hood River produces and sells handmade frozen pops, using locally sourced fruits, vegetables, and herbs. LilyPops will be sold from a mobile bicycle cart and at Farmer's Markets and events around the gorge.

Customers

LilyPops appeal to ice pop lovers of ages. Kids love the basic fruit flavors, and adults have fun trying the unique, more sophisticated pop flavors. We believe there is a tremendous potential market for fresh, local ice pops along the Hood River Waterfront. Instead of operating a pop stand from a single location, we plan to pedal directly to our customers, bringing fun and fresh pops to them as they play.

Pops

Flavors we plan to sell include:

Raspberry Basil, Strawberry Rhubarb Pie, Bananas Foster, Cucumber Watermelon Cilantro, S'mores, Banana Fudge, Orange Creamsicle, Coconut Sweet Potato, Carrot Ginger, Ginger Pear, Grapefruit Lemon, Fruit Salad, and Pineapple Mango Cayenne. We will rotate flavors every few days, using local, in-season fruit as much as possible. All pops will sell for \$4 each.

Sales Plan

LilyPops will be sold from a custom-built cooler attached to a cruiser bicycle. All signage will be professional and tasteful. We would like to sell along the waterfront Thursday - Sunday in June, and possibly every day in July and August. The bike will most likely be out and about from 11am until 3 or 4pm each day, with about half of that time spent on Port property.

Giving Back

LilyPops is named after our foster daughter Lily. We have been caring for her for almost 7 months. Over that time we have learned a great deal about the foster care system in Oregon, and about the children who are caught up in it. We are passionate about doing whatever we can to help these kids, and are working to identify a non-profit that works with foster children in Oregon. We plan to donate a percentage of our profits to that charity.

Business Details

We are currently working with Columbia River Insurance to secure liability and workers comp insurance. This should be finalized by the end of the week.

Proposal

LilyPops requests permission to sell our ice pops on property belonging to The Port of Hood River. We will bring healthy, locally produced treats to the large number of people who recreate at the Port. The bicycle cart will provide a fun bit of novelty, and since it is highly mobile and quite small, we won't cause any disruption in the normal activities at the Port. Because this is a new venture and we do not plan to operate solely on Port property, but will be moving around, we would like to request a permit fee of \$25 a month.



May 9, 2014

Waterfront Refinement Plan

Why: Hood River has more than 40 years experience planning its waterfront district. Since the land was created from dredge spoils and rock in the 1960s it has been zoned, described in the city's Comprehensive Plan, rezoned, subject of attempts at a waterfront "master plan," subject of several comprehensive planning processes by the Port District, subject of lawsuits and initiative petitions. These processes have considered fundamental issues:

- the balance between employment lands, recreation spaces, and habitat
- viewsheds
- vehicular and non-vehicular transportation
- building height, setbacks, design standards
- acceptable uses in each zone
- parks and trails

Recently, the Port has expressed an interest in rezoning the Expo Center parcel, and their planning process for "Lot 1" (East of N. Second Street) presumes additional zone changes. The Port has expended considerable resources and effort planning their remaining waterfront assets, and they have engaged the public in discussion of Lot 1 as a whole and the design of "Zone C" of Lot 1 in particular.

The community has reached a level of understanding of the possibilities of these lands and can now build upon all the previous work to create a Refinement Plan for the area for the area north of Portway, and east of N. Second Street. This includes Lot 1, the Event Site, the Luhr Jensen Building, the Waterfront Park, the Western Power Building, and the Hook (see attached map).

As some of the last pieces of the puzzle are being placed, it becomes more apparent that a series of episodes each focused on a single parcel, which start with extensive public processes at the Port, followed by extensive quasi-judicial proceedings at the Hood River City Planning Commission and City Council, will be both expensive and may not result in the most creative solutions. The City is interested in a collaborative approach with the Port that reduces the "piecemeal" planning of this area.

A single legislative process instead of a parcel by parcel approach has several benefits:

- A larger study area allows a regional view, so the interaction and relationship of the parcels can be considered;
- City Council and Planning Commission members can engage with the community far more easily in a legislative process;
- A legislative process can introduce new tools to address the unique problem of waterfront zoning. Discussions to date suggest a special, narrow commercial zone designation may be appropriate;
- A result forged in the legislative process has legitimate claim to being the will and desire of the community, resolving a variety of controversial issues instead of deferring them;

- A broader process will allow resolution of ambiguities in the city's code which have hampered previous discussions; and
- Potential cost savings to both City and Port by reducing staff hours on future zoning and site plan discussions.

Suggested Process:

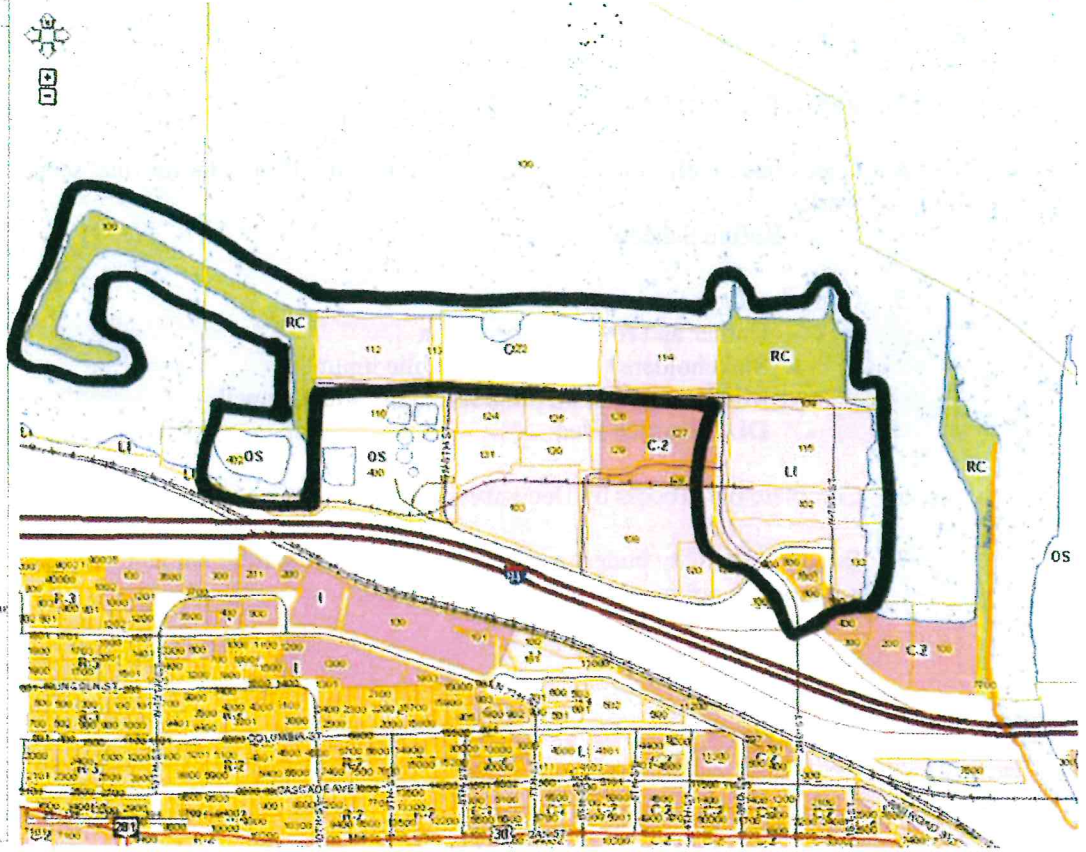
1. City Council sets the process in motion; in full collaboration and coordination with the Port.
 - Direct Staff (Port and City) to establish preliminary waterfront scope of work.
 - Review draft scope with Council (Planning Commission) with Port input.
 - Staff assembles related documents with Port – Comp. Plan, Zoning Map, Lot 1 Plan and related documents.

2. RFP Solicitation - 4 to 6 weeks - Daily Journal, League of Oregon Cities, and others.
 - Select Consultant with Port input, City Council per Staff rec.
 - Specific Deliverables expected from Consultant to address the following (at a minimum):
 - a. Amend Zoning 17.22 Natural Resources to clarify “Top of Bank” by adding a survey map of the Waterfront showing exact location to be used in measuring setbacks.
 - b. Amend Zoning 17.22 Natural Resources to add a definition of the water vs. land boundary on the Columbia River (OHW mark?).
 - c. Amend Zoning 17.01 to address water. Is it zoned by virtue of land it is adjacent to, or should it zoned separately (which will require Comp Map change)? Does it need to be zoned or addressed for health and safety reasons in another section of the HRMC?
 - d. Update Engineering Standards with explanation of economic, social, environmental, and energy (ESEE) requirement for bioengineering standards, and adding water quality provisions for storm water entering the Columbia River. This could be done as part of the Capital Facilities Plan (CFP) update public hearings.
 - e. Identify the public riverfront path characteristics (general location, width, materials, landscaping, ownership.)
 - f. Add an overlay zone OR another section to each base zone (LI, RC, and C-2) entitled: “Provisions for those waterfront lands that are between the Hook and the Spit (further define) the following criteria apply:”
 1. Building Height and floor area limits
 2. Design guidelines
 3. Floodplain – See HRMC 15.44
 4. Uses allowed if different than base zone
 5. Setbacks
 6. Goal 5 provisions

7. Public path provisions

- 2a. Select consultant.
3. Refine Scope - Consultant, Staff and Port
4. Check back with Council (Planning Comm.) and Port input for final scope of work.
 - Refine Schedule
5. Consultant goes to work
 - Gather and review information
 - Stakeholders? Amount of public input?
 - Midpoint check-in, progress report with Council
 - DLCD notice filed
6. Complete the process by December, 2014.
7. Budget: The City budget estimate is \$25,000. A similar amount from the port is anticipated, not to exceed a total of \$50,000.

- Results
- Map Contents
- Places
 - Towns
 - School
 - Cemetery
 - Parks
 - Transportation
 - Roads
 - Airport
 - Railroad
 - Taxlots
 - Parcels
 - AssessorMap
 - Map Index
 - Political Boundaries
 - County Boundary
 - City Limits
 - Nat'l Scenic Area
 - Urban Growth Boundary
 - Districts
 - Tax Code Areas
 - Voting Precincts
 - Natural Features
 - Streams
 - USFWS Nat'l Wetlands Inventory
 - Waterbodies
 - Elevation
 - Solds
 - Land Survey
 - Sections
 - Township
 - Surveys
 - Zoning
 - Zoning



PROPOSED REFINEMENT
AREA



May 12, 2014

Governor John Kitzhaber
160 State Capitol
900 Court St.
Salem, Oregon 97301-4047

Department of State Lands
Attn: Director Mary Abrams
775 Summer St. NE, Suite 100
Salem, Oregon 97301-1279

Department of Environmental Quality
Attn: Director Dick Pedersen
DEQ Headquarters Office
811 SW 6th Ave.
Portland, Oregon 97204-1390

Dear Governor Kitzhaber, Director Abrams and Director Pedersen:

The Oregon Public Ports Association is proud to work with you and your staff and would welcome the opportunity to discuss ways we can accomplish the goals we all share: increasing family wage jobs, generating economic opportunity and prosperity for the residents and businesses of our 23 mainly rural public port districts, and strengthening Oregon's international position in maritime and land-side commerce.

We write today very concerned about Department of Environmental Quality and Department of State Lands setting a precedent for future Oregon port projects by reversing permitting criteria and requiring expanded and new state regulatory processes, and impeding long-established federal permitting processes.

We have observed these regulatory actions as they have been applied to the Morrow Pacific project at the Port of Morrow and Port of St. Helens. As an organization, OPPIA does not take positions on specific projects. Oregon's ports, however, are significant economic drivers in rural communities. It is our role to advocate for them. We are compelled to express our serious concerns about the precedents being set for current and future port development by the state regulatory agencies responsible for the Morrow Pacific Project review process. These precedents will hamper our statutory

purposes and our goals of providing local jobs and creating economic development opportunities in our port districts throughout the state.

Department of Environmental Quality - 401 Certification

DEQ is setting a burdensome regulatory precedent by suddenly requiring 401 Certification for projects seeking permitting through Section 10 of the federal Rivers and Harbors Act. Typically DEQ has pursued 401 Certification only when the US Army Corps of Engineers is permitting under Section 404 of the Clean Water Act. The lack of transparency and lack of clear communications can complicate our efforts to attract businesses to sites at ports around Oregon.

This precedent could hamper port districts in future efforts attracting new business investment to the state when DEQ permitting is required. In this case, two years after the initial application filing, DEQ suddenly inserted the unexpected requirement of a regulatory 401 Certification. We understand that DEQ even posted on its website a Q&A explaining why no 401 certification was applicable in this specific instance. We urge DEQ to stick with the permitting processes for all applicants as it pertains to 401 Certification.

Department of State Lands - Expansion of Scope

Under a typical removal/fill permit, DSL would approve or deny a removal/fill permit quickly. An approval is conditioned on compliance with all federal requirements outlined in the US Army Corps of Engineers permit. DSL has recently requested information of the Morrow Pacific project that far exceeds the scope of review under DSL's purview.

By requesting review of documents created during federal review processes such as the Biological Opinion, Environmental Assessment and Cultural Resource Study, DSL is expanding its scope, and creating confusion between applicants and state and federal agencies. This expansion can create uncertainty for all projects at Oregon's ports.

Department of State Lands - Land Lease Considerations

A recent letter from DSL to Morrow Pacific suggested a "lease for marine industrial use" may be required for the barge-tows temporarily located around the transloading site at Port Westward. Requiring a lease for mobile sources such as a barge, tug or ocean-going vessels is precedent setting with potential impacts to all river commerce. We urge DSL to consider the negative impacts this direction could impose for ongoing and future river users.

Department of State Lands - Tribal Fishing Impacts

DSL has indicated in letters and public statements that it intends to make a permitting decision on the Morrow Pacific project based, in part, on impacts to Tribal Fishing sites.

In view of existing consultation processes between the tribes and appropriate federal agencies, we urge that the permitting process be followed and let federal Tribal Consultation lead this review.

The members of the Oregon Public Ports Association are committed to generating economic opportunity for all the residents and business we serve, at the same time, we acknowledge the need to meet the regulatory and environmental standards for projects that affect our state's waters. It is vital, however, that a fair, timely and transparent review process is applied to all proposed projects in a consistent manner. If that process leads to the issuance of necessary permits for Morrow Pacific, then we should welcome that development and the associated economic benefits to rural Oregon.

We would welcome the opportunity to discuss and work with you and the members of your staff towards our common objective of economic opportunity and expansion in rural Oregon in a responsible, consistent and transparent manner.

Sincerely,



Michael McElwee
OPPA President

Commission Memo

To: Commissioners
From: Michael McElwee
Date: May 20, 2014
Re: Nichols Basin West Edge—Walker|Macy Contract

Attached is a fee proposal from Walker|Macy to prepare bid documents for the Nichols Basin West Edge Project. I am still discussing the proposal with the firm and an alternative may be submitted at the meeting.

There are a number of issues associated with moving ahead on this project. Staff will seek direction from the Commission at the meeting.

RECOMMENDATION: For discussion and possible action.

May 16, 2014

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

**RE: Nichols Basin West Edge Trail Design Documentation
 1334.1**

Dear Michael,

We appreciate the opportunity to continue working on the Nichols Basin West Edge Trail project with you and your community. This proposal is for continued design work and construction documentation for the multi-use path and surrounding landscape components as described below and on the attached Scope-of-Work Exhibit.

PROJECT UNDERSTANDING AND TEAM ROLES:

1. The project is located in the area known as slack-water beach and includes a new multi-use path, lawn, beach and planting areas.
2. Walker Macy proposes the following sub-consultant team to assist us on the project:
 - Civil Engineer: KPFF, Curt Vanderzanden and Paul Dedyo
 - Structural Engineer: KPFF, Craig Totten
 - Shoreline and Permitting: Flowing Solutions, Andy Jansky
3. Walker Macy's team will provide detailed design for the West Edge Trail and associated landscape improvements as identified below and on the attached Scope-of-Work Exhibit.
4. Walker Macy will document surface improvements including paving, planting, grading, irrigation, and site furnishings for areas within our scope.
5. We will provide support drawings for inclusion into the permit applications. All permit applications, fees and submission of the permit to regulatory agencies will be the responsibility of the Port of Hood River. The permits currently anticipated for this project include the following: City of Hood River Building Permit, Site Plan Review, DEQ 1200-C and potentially a floodway development permit.
6. We will provide a letter of repair instructions for the Nichols Basin Bulkhead Wall at the South end of the site based on the initial structural review by KPFF.

Scope of Work:

1. 25% Design Documentation

- 1.1. Meet with the Port and design team to review the design work completed to date, discuss construction budget for the site improvements and schedule.

- 1.2. Incorporate comments from the meeting and into the design and refine to a 25% level.
- 1.3. Attend (1) Project Advisory Committee (PAC) Meeting to review the design, discuss construction budget for the site improvements and schedule.

25% Design Meetings recap:

- One (1) Port and design team review meetings (in Portland)
- One (1) PAC meetings (in Hood River)

2. 60% Design Documentation

- 2.1. Meet with the Port and design team to review the 25% design and the comments from the PAC meeting.
- 2.2. Incorporate comments from the Port and PAC meeting and refine to a 60% level.
- 2.3. Produce and submit 60% Documents:
 - Site Demolition Plan
 - Grading Plan
 - Site Layout Plan
 - Site Materials Plan
 - Irrigation Plan and Details
 - Planting Plan and Details
 - Site Construction Details
 - Specifications in CSI format
 - Estimate of Probable Construction Costs
- 2.4. Attend review meeting with Port and design team to review 60% CD submittal
- 2.5. Propose Value Engineering cost savings by amending project scope if needed to bring project into budget goals. *Value engineering drawing revisions after 60% submittal is not included in this scope of work.*
- 2.6. Attend (1) Project Advisory Committee (PAC) meeting to review the design, discuss construction budget for the site improvements and schedule.
- 2.7. Attend (1) Port Commission meeting review the design, discuss construction budget for the site improvements and schedule.

60% Design Meetings recap:

- Two (2) Port and design team review meetings (in Portland)
- One (1) PAC meetings (in Hood River)
- One (1) Port Commission meeting (in Hood River)

3. 95% Design Documentation

- 3.1. Meet with the Port and design team to review the 60% design and the comments from the PAC meeting.
- 3.2. Incorporate comments from the Port, PAC meeting and accepted Value Engineering options and refine documents to a 95% level
- 3.3. Submit 95% Documents:
 - Site Demolition Plan
 - Grading Plan
 - Site Layout Plan
 - Site Materials Plan

- Irrigation Plan and Details
 - Planting Plan and Details
 - Site Construction Details
 - Specifications in CSI format
 - Estimate of Probable Construction Costs
- 3.4. Attend review meeting with Port and design team to review 95% CD submittal
- 3.5. Prepare for and attend PAC meeting to review 95% Construction Drawings and Cost Estimate

95% Design Meetings recap:

- Two (2) Port and design team review meetings (in Portland)
- One (1) PAC meetings (in Hood River)

4. Permitting

- 4.1. Submit stamped and signed 95% documents to the Port of Hood River as required for permitting
- 4.2. Provide support graphics and drawings to the Port. The Port will submit the permit application and required narratives.
- 4.3. Respond to permit review comments during permitting
- 4.4. Revise drawings and resubmit to the permitting agency if required

5. Bidding

- 5.1. Produce Bid Set documents
- 5.2. Prepare bid addenda during bid period as necessary
- 5.3. Assist client in review of bids

6. Site Design Review

- ~~6.1. Attend (1) pre-application meeting with City Officials~~
- ~~6.2. Preparing initial submission including design narrative~~
- ~~6.3. Update submission to indicate final design solutions~~
- 6.4. Prepare Design Review presentation
- ~~6.5. Attend one (1) meeting with the City of Hood River to review the project~~

Site Design Review Meetings recap:

- ~~Two (2) City of Hood River review meetings (in Hood River)~~

7. Construction Administration (Anticipated T&M Additional Service)

We will provide assistance to the Port during the construction phase on a time and materials basis.

Work could include the following:

- Review of submittals, RFI's and questions that arise during construction
- Site observation of construction and field reports
- Modify drawings for changes in the field
- Substantial completion review and report
- Final completion review and report
- Warranty walk through

Fees

We propose the following fees:

1. 25% Design	\$15,516
2. 60% Design	\$22,991
3. 95% Design	\$26,814
4. Bulkhead Wall Repair Instructions Letter	\$550
5. Permitting	\$7,546
6. Bidding	\$2,541
7. Site Design Review	\$1,342

Total: \$77,300 *plus expenses*

We propose to bill monthly on a percentage of completion per phase. Expenses are additional, and will be billed at 1.1 times our cost. Construction Administration services are anticipated to be a T&M Additional Service at time of construction.

Assumptions

- Our proposal is based on the above scope of work, attached Scope-of-Work Exhibit and a project construction budget of \$693,579. If the Port does not receive the LGGP Grant, the scope and fee will be reevaluated.
- A detailed site survey in AutoCAD v. 2010 or earlier, suitable for construction documentation, will be available for our use.
- A geotechnical report of the project site and consultation with the authoring geotechnical engineer will be available for our use.
- Construction Documentation will be provided in Walker Macy drawing standards. The project will be bid in lump sum format.
- Revisions to the construction documents due to value engineering which occur after 60% submittal will require Walker Macy to evaluate potential impact to fees.
- The Port of Hood River will provide complete Division One specifications and will manage the submittal and RFI process. Walker Macy will assist the team in these efforts.
- Walker Macy will attend all meetings outlined in the scope of work. Meetings beyond those noted will be additional services and will be billed as time and materials.
- This proposal assumes the project will be constructed in one phase. If the project is broken into multiple design or construction phases, scope and fees will be re-evaluated.
- This scope of work is scheduled to be completed by December 2014 and the project construction is scheduled to be completed by December 2015. If project extends substantially beyond these scheduled dates additional scope and fees will be re-evaluated.
- LEED documentation is not currently a part of the proposed scope of services.
- Water features are not currently part of this scope of services.
- Construction Administration services are anticipated to be a future additional scope of services, on a time and materials basis.
- Walker Macy will provide CSI-formatted specifications in MS Word and in PDF format.

- Cut and Fills engineered calculations will be provided for work within the area as shown in the attached Scope-of-Work Exhibit only. Additional calculations are not part of this scope of work and will require additional services.
- The following items are not currently part of this proposal:
 1. Utility work beyond that required for irrigation
 2. Electrical engineering
 3. Storm water management or water quality structures for future development
 4. Storm water management or water quality structures for Phase 1 as shown in the attached Scope-of-Work Exhibit
 5. Work in the right-of-way
 6. Engineered revetment
- No specific lighting levels or photometric documentation will be required.
- United States Army Corps of Engineers and Department of State Lands permits are not anticipated to be part of this scope of work.
- The Port of Hood River will submit required permits and supporting narratives, including City of Hood River Site Design Review. Walker Macy will providing supporting graphics as outline3d above.
- The flowage easement that currently exists will be modified to Ordinary High Water Mark through U.S. Senate Bill S.601-Water Resources Development Act of 2013 prior to the commencement of construction.

We look forward to our continuing work on this important project. Please contact me if you have questions or need clarifications regarding this proposal.

Regards,
Walker Macy



Christopher Miller
Senior Associate



Scope-of-Work Exhibit

Nichols Basin West End Trail

Port of Hood River | May 9, 2014

Commission Memo

To: Commissioners
From: Anne Medenbach
Date: May 20, 2014
Re: Environmental Assessment - Hanel Mill

In a decision made at the May 5 Commission meeting, the Port is under contract to purchase the Hanel Mill site in Odell. There is a due diligence period of five months, ending in September of 2014.

The site is a Brownfield. The first step in assessing the level of contamination is through a Phase 1 Environmental Assessment. This entails a thorough research of the property, its history, uses, any known contamination occurrences, a review of past reports and a brief physical inspection. If the report is inconclusive or if there is evidence of contamination, a Phase 2 assessment will be required.

The PRP (Prospective Responsible Parties) portion of the proposal is additional research from public records and interviews. This is a requirement of a Phase 2. If we don't need to do a Phase 2, we will not need the PRP.

We know that there are two underground storage tanks on site, one diesel and one gas. They are being removed as a requirement of the sale. The proposal includes providing an on-site representative to ensure proper removal of the tanks, correct soil sampling and correct DEQ reporting.

RECOMMENDATION: Authorize Contract with Coles Environmental Consulting, Inc. for a Phase 1 Environmental Assessment, PRP research and UST Decommissioning Oversight for the Hanel Mill Site in Odell Not to Exceed \$7,250.

Commission Memo

To: Commissioners
From: Mellissa Halseth
Date: May 20, 2014
Re: Marina Boathouse Dock Project-Change Order No. 1

Shop drawings have been reviewed by Flowing Solutions and the dock is currently being manufactured.

At Port staff request, Even Construction has submitted the attached Proposed Change Orders (PCOs) for two construction items. The first one is related to fabrication of the boathouse dock. The second is a separate project but will be included in the contract and will not be included in the assessment to the tenants. Together, these constitute Change Order No. 1 to their existing construction contract and are summarized as follows:

- **PCO #1: Additional Engineering and Materials for Boathouse Dock**

\$4,900

Additional engineering was needed to create a wider surface of the dock. Wood whalers have been added and longer through rods to accommodate the wider whalers. The rebar in the floats would be painted with zinc to allow a faster turnaround.

- **PCO #2: Installation of Foam Under Gangway**

\$2,633

Attached is a photo of the float the gangway rests on. This float appears to be sinking with the additional weight of the cable to the new electrical system and will need additional floatation installed to correct it. This PCO is an estimate but should not exceed the amount proposed.

If approved Change Order No. 1 would add \$7,533 to the contract with Even Construction. The overall contract would be increased to \$186,888.

RECOMMENDATION: Authorize Change Order No. 1 to the Contract with Even Construction Not to Exceed \$7,533 for a Total Contract Amount of \$186,888.

Even Construction Proposed Change Order Request #1

Project Name: PORT OF HOOD RIVER BOATHOUSE DOCK REPLACEMENT
Date: 5/9/2014
Reason: Engineering / Even Construction Labor: Proposed engineering change to create concrete cantilever walkways
 Upsized Wood Whalers: Requested by Port of Hood River
 Additional All-Thread Length: Required to accommodate wider whalers
 Paint Rebar with Zinc: Timing constraint - needed faster turnaround than ordering epoxy rebar
 Floatation: Needed to raise walkway height

Item	Materials	Amount
Upsized Wood Whalers		
	Materials	1,050
	Labor (1 Carpenter @ 1 day, 2 Laborers @ 1 day)	1,007
Additional All-Thread Length		1,320
Paint Rebar with Zinc		
	Materials	990
	Labor (1 Painter @ 2 days)	479
Floatation		
	Additional foam at headwalk to sync with new walkway	
	Even Construction to provide	
	Any additional floatation requested: \$225 per block	
	Sub-Total:	4,846
	<i>Profit & Overhead 17%</i>	824
	Total:	5,670
	CREDIT: Cost for epoxy rebar	(3,500)
	SFA Engineering	2,250
	Even Construction Labor	480
TOTAL OF CHANGE ORDER:		4,900
	Original Contract Amount	179,355
	Previous Change Order Requests:	0
	NEW CONTRACT AMOUNT:	184,255

Even Construction Proposed Change Order Request #2

Project Name: PORT OF HOOD RIVER BOATHOUSE DOCK REPLACEMENT
Date: 5/9/2014
Reason: Floatation: Needed to raise height of gangway

Item	Materials	Amount
Floatation		
	Per block cost \$225 installed - estimated 10 blocks	2,250
	Encapsulated foam billets - manufacturer's spec sheet will be provided	
	Sub-Total:	2,250
	<i>Profit & Overhead 17%</i>	383
	Total:	2,633
TOTAL OF CHANGE ORDER:		2,633
	Original Contract Amount	179,355
	Previous Change Order Requests:	4,900
	NEW CONTRACT AMOUNT:	186,888

