

PORT OF HOOD RIVER COMMISSION
Tuesday, May 10, 2016
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
 - a. Approve Minutes of April 26, 2016 Budget Committee Meeting and April 26, 2016 Regular Session ([Page 3](#))
 - b. Approve Lease Termination with Double Mountain at Maritime Building ([Anne – Page 7](#))
 - c. Approve Lease with pFriem Brewing at Maritime Building ([Anne – Page 11](#))
 - d. Approve Lease Amendment No. 1 with CRG Freight at Maritime Building ([Anne – Page 21](#))
 - e. Approve Lease Amendment No. 3 with Hood River Distillers at Maritime Building ([Anne](#))
 4. Reports, Presentations and Discussion Items
 - a. Proposed New Procedure for Lost and Found ([Liz/Michael – Page 27](#))
 5. Director’s Report ([Michael – Page 27](#))
 6. Commissioner, Committee Reports
 - Urban Renewal Agency – Commissioners Davies and Streich ([May 9](#))
 7. Action Items
 - a. Approve Amendment to Task Order No. 7 with HDR Engineering for Lift Span Testing Services Not to Exceed \$32,516 ([Michael – Page 31](#))
 - b. Approve Contract with Crestline Construction for Marina Green Trenching Not to Exceed \$14,580 ([Michael-Page 41](#))
 - c. Approve Lease with Hood River Yacht Club for South Basin Dock ([Michael – Page 49](#))
 8. Approve Personal Services Contracts Rules Changes and Public Contracts Rules Changes
 - a. Proposed Changes to Local Contract Review Board (LCRB) Rules ([Anne – Page 61](#))
 - b. Adopt Resolution 2015-16-6 Making Changes to Personal Services Contracts Rules
 - c. Adopt Resolution 2015-16-7 Making Changes to Public Contract Rules
 9. Commission Call
-
10. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(h) Legal Counsel Regarding Current Litigation or Litigation Likely to be Filed
 11. Possible Action
 12. Adjourn

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

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

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**Port of Hood River Commission
 Meeting Minutes of April 26, 2016 Regular Session
 Marina Center Boardroom
 3:37 P.M.**

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

Present: Commissioners Jon Davies, Fred Duckwall (arriving at 3:53 p.m.), Rich McBride, Brian Shortt, and Hoby Streich; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl, and Laurie Borton

Absent: None

Media: None

1. **CALL TO ORDER:** Upon conclusion of the Budget Committee meeting, President Brian Shortt called the Regular Session meeting to order at 3:37 p.m.
 - a. **Modifications, Additions to Agenda:** An updated staff memorandum related to the Crestline Construction contract was provided and a new Action Item to reappoint two Budget Committee members was added.
2. **PUBLIC COMMENT:** None.
3. **CONSENT AGENDA:**
 - a. Approve Minutes of April 12, 2016 Regular Session
 - b. Approve Accounts Payable to Jaques Sharp Attorneys at Law in the Amount of \$14,505

Motion: Move to approve Consent Agenda

Move: Davies

Second: Streich

Discussion: Davies cited a conflict of interest as the Jaques Sharp law office is a client of his insurance business

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

Absent: Duckwall

MOTION CARRIED

4. **DIRECTOR’S REPORT:** McElwee highlighted the following items: The Commission meeting dates in May will shift to the 10th and the 24th, which will also be the Budget Hearing. The Hook trail amenities project is nearing completion and the Commissioners were encouraged to visit the site. The Lower Mill grading project will be completed today and a punch-list visit will happen tomorrow. The Port’s ConnectOregon VI application for airport funding has been ranked as one of the top three projects and a September award is anticipated, which will require a local match that will likely be financed.

5. **COMMISSIONER, COMMITTEE REPORTS:**

a. **Marina Ad-hoc:** The South Basin Dock concept plan and draft lease were presented to the committee on April 21. Since the meeting both have been updated for sent out for comment. McElwee said he anticipates bringing the lease to the May 10 Commission meeting for approval. The seasonal moorage lottery was held with nine applications received for five slips. Because the SBD management partnership with the Hood River Yacht Club has not been finalized, the Port will manage those five slips for 2016. Alternate accommodations for school jet skis will need to be considered-- with the addition of a third canoe there will not be space behind the SBD for up to 15 jet skis used by the schools.

6. **ACTION ITEMS:**

a. **Approve Contract with Crestline Construction for Portway Avenue Repaving:** The initial solicitation for quotes called for a crack and slurry seal. For a small increase the project will now be an asphalt overlay, which will have a life of about 7 years versus the 3-5 year life of a crack and slurry seal application. Staff is verifying that prevailing wage rates were included in the proposals submitted by Blackline, Inc. and Crestline Construction.

Motion: Move to approve Contract, to include Prevailing Wage language, with Crestline Construction, Inc. for paving of Portway Avenue from N. 8th Street to the cul-de-sac in an amount not to exceed \$57,974.00 subject to legal counsel review

Move: McBride

Second: Streich

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

MOTION CARRIED

b. **Approve Termination of Jensen Parking Easement with Key Development:** Now that Key Development has purchased the Expo Center lot, they have sufficient parking and would like to vacate the easement that allowed for 10 parking spaces in the Jensen Building parking lot.

Motion: Move to approve termination of easement agreement and extinguishment of easement with Key Development Corporation for a portion of the Jensen Building parking lot

Move: Duckwall

Second: Davies

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

MOTION CARRIED

c. **Move to Reappoint John Benton and Larry Brown to Budget Committee for Three-Year Terms:** This agenda addition considered Budget Committee reappointment Benton and Brown whose terms will expire June 30, 2016.

Motion: Move to reappoint John Benton and Larry Brown to the Budget Committee for three-year terms expiring June 30, 2019

Move: Davies

Second: Streich

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

MOTION CARRIED

7. **COMMISSION CALL:** McBride said the Hook road and amenities were stunning and the project was top quality. Davies thanked Chief Financial Officer Fred Kowell for his work on presenting the budget; Shortt said he'd received the same comments from the Budget Committee members and he also offered he his thanks for everyone's time today.

8. **EXECUTIVE SESSION:** Regular Session was recessed at 4:08 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate and ORS 192.660(2)(h) Legal Counsel Regarding Current Litigation or Litigation Likely to be Filed. The Commission was called back into Regular Session at 4:38 p.m.

9. **POSSIBLE ACTION:** No action was taken as a result of Executive Session.

10. **ADJOURN:** At 4:38 p.m. President Shortt entertained McBride's motion to adjourn the meeting.

Respectfully submitted,

 Laurie Borton

ATTEST:

 Brian Shortt, President, Port Commission

 Jon Davies, Secretary, Port Commission

Port of Hood River Commission
 Meeting Minutes of April 26, 2016 Budget Committee Meeting
 Marina Center Boardroom – 12:00 P.M.

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

Present: Commissioners Jon Davies, Fred Duckwall (12:30 p.m. arrival and excused at 2:35 p.m.), Rich McBride, Brian Shortt, and Hoby Streich; Budget Committee members John Benton, Larry Brown, John Everitt, Judy Newman, and Rich Truax; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, John Mann, Genevieve Scholl, and Laurie Borton

Absent: None

Media: None

1. CALL TO ORDER: President Brian Shortt called the meeting to order at 12:08 p.m.

2. ELECTION OF OFFICERS:

Motion: Move to elect John Benton as Chair

Move: Brown

Second: Everitt

Vote: **Aye:** Benton, Brown, Everitt, Newman, and Truax; Davies, McBride, Shortt, and Streich

Absent: Duckwall

MOTION CARRIED

Motion: Move to elect Larry Brown as Secretary

Move: McBride

Second: Everitt

Vote: **Aye:** Benton, Brown, Everitt, Newman, and Truax; Davies, McBride, Shortt, and Streich

Absent: Duckwall

MOTION CARRIED

Brown deferred to staff to take meeting minutes.

Shortt turned the meeting over to Benton, who then called on Michael McElwee, Executive Director as Budget Officer to present the Budget Message. McElwee thanked the Committee, Commissioners, and staff for their participation in both the March 29 spring planning work session and today’s Budget Committee meeting. Upon approval, a Budget Hearing is scheduled for May 24 and budget adoption will occur at the June 7 Commission meeting.

3. BUDGET MESSAGE: There was consensus that McElwee would provide highlights of the Budget Message rather than read the Message verbatim that was included in the Budget packet. Upon conclusion, McElwee stated the Proposed FY 2016-17 Budget represented a best judgment from spring planning discussions while allowing for flexibility.

4. BUDGET REVIEW: Documentation, which is attached to the bound meeting minutes, and detail on how proposed budget figures were reached was presented by Chief Financial Officer Fred Kowell who noted that budget law requires of review of the past two budget years, the current and proposed budgets. Kowell and staff members addressed questions and comments as the budget was reviewed. Kowell reminded the group that Budget Transfers, if required, would typically be done in May or June of the following calendar year.

5. BUDGET DELIBERATIONS: The Bridge Repair and Replacement Fund and how best to depict the toll increase within the budget to assist the public in their determination of where the funds are being held for the future replacement of the bridge was discussed. This discussion was part of the Budget Message whereby the Port will be applying for the FASTLane grant that will require a 40% local match that will allow the Port the first steps towards acquiring federal funding for the replacement of the bridge. Comments were also made that community outreach for toll increases needs to clarify that the increase is necessary for moving forward with acquiring federal funding but the toll increase does not fund a new bridge, as some Committee members are hearing, but only provides for a local match. Kowell finalized the consensus of the discussion and indicated he would look into identifying the best method to depict the collection and use of the toll increase within the Bridge Repair & Replacement fund in the budget. Kowell stated that he

would first need to review technical accounting standards, budget law and the debt covenants for a determination. Kowell then summarized the budget amendment recommendations that resulted from the Budget review; however, half way through the budget meeting, technical difficulties occurred with the laptop and the meeting proceeded with paper documents within the budget packet. The following recommendations occurred from the meeting:

Budget Amendment Recommendations:

1. Revenue Fund Resources (Jensen Building, page 12) – Delete land lease.
2. Revenue Fund (Wasco Street Business Park, page 13) – Delete “notes receivable” which has been paid by Mid-Columbia Council of Governments.
3. Revenue and Bridge Repair and Replacement Funds, Supplemental Schedule of Professional Services (page 32) – update figures in the consulting and legal columns for FY 2016-17 for the Industrial Lands section.
4. Capital Projects (Jensen Building, page 34) – Bump up funding for Site/Landscape/Parking for additional paving on the west side of the building. Kowell would verify to see if the amounts depict this additional amount.
5. Capital Projects (Marina, page 35) – Adjust the 2017 amount for the South Dock Upgrade to \$20,000 vs. \$40,000. Kowell will verify if figures include the float relocation from the Maritime Building to either Nichols Basin or the Marina and the other items within the Marina Capital Projects.
6. Capital Projects (Recreation, page 35) – Allocate the \$50,000 Event Site Dock Repair to 2017 from 2016.
7. Capital Projects (Recreation, page 35) – Consider another subset under Recreation for Nichols Basin. Kowell suggested separating Nichols into the Hook and Spit section of the budget.
8. Capital Projects (Recreation, page 35) – Include funding for Nichols Beach sand repair for 2018. Consider adding another subset.

6. ACTION ITEMS:

Motion: Move to approve a property tax levy at the rate of \$.0332 per thousand of assessed value for FY 2016-17

Move: Everitt

Second: Brown

Vote: **Aye:** Benton, Brown, Everitt, Newman, and Truax; Davies, McBride, Shortt, and Streich
Absent: Duckwall

MOTION CARRIED

Motion: Move to approve the FY 2016-17 budget as amended

Move: Everitt

Second: Nicol

Vote: **Aye:** Benton, Brown, Everitt, Nicol and Truax; Davies, McBride, Shortt and Streich
Absent: Duckwall

MOTION CARRIED

7. ADJOURN: Before the meeting was turned over to Chairman Benton, McElwee thanked staff and acknowledged Kowell especially for the work that is put into preparing the annual budget. Kowell then noted that the terms of John Benton and Larry Brown will be expiring June 30 and there was consensus of the other Budget Committee members that Benton and Brown would consider a reappointment for another three years. The meeting was handed back to Benton who entertained a motion to adjourn at 3:15 p.m.

Respectfully submitted,

ATTEST:

Laurie Borton

John Benton, Chair, Budget Committee

Brian Shortt, President, Port Commission

Larry Brown, Secretary, Budget Committee

Jon Davies, Secretary, Port Commission

Commission Memo



Prepared by: Anne Medenbach
Date: May 10, 2016
Re: Maritime Leases

Double Mountain Brewery currently leases 12,100 sf of warehouse space in the Maritime Building. Their term runs through June, 2017 with a 1 year extension. They recently purchased the Diamond Fruit site near Windmaster corner and would like to terminate their lease as of June 14, 2016. CRG freight subleases 1,000 sf from Double Mountain.

pFriem Brewery and Hood River Distillers (HRD) would both like to lease the entire space. CRG would like to retain their space. Staff negotiated with all parties and the following approach is acceptable to all parties.

pFriem – To lease 5,200 sf at the rate that Double Mountain is currently paying \$0.56/sf. They will also purchase and retain the cold storage unit that is on the site.

CRG - To lease 1,000 sf at their current rate of \$0.62/sf

HRD – To lease 6,000 sf at their current rate of \$0.52/sf. They will build a wall between their space and pFriem at their own expense.

All new leases are through 6/29/2017 with a 1 year extension option through 6/29/2018 at which time HRD will take over the building. At the time of printing, HRD Lease Amendment No. 3 was still in legal review and will be distributed at the meeting.

RECOMMENDATION:

1. Approve lease termination with Double Mountain LLC effective June 14, 2016.
2. Approve lease of 5,200 sf at 910 Portway Ave. with pFriem Brewing Company LLC, effective June 20, 2016.
3. Approve lease of 1,000 sf at 910 Portway Ave. with CRG Freight Inc., effective June 15, 2016.
4. Approve lease of 6,000 sf at 910 Portway Ave. with Hood River Distillers, Inc., effective June 15, 2016.

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LEASE TERMINATION AGREEMENT

This Lease Termination Agreement ("Agreement") is entered into between **The Port of Hood River**, an Oregon municipal corporation ("Lessor") and **Double Mountain, L.L.C.**, an Oregon limited liability company ("Lessee").

WHEREAS, Lessor and Lessee are parties to that certain Lease dated July 1, 2012, as amended by a First Addendum to Lease dated May 29, 2014 and a Second Addendum to Lease dated May 21, 2015 (as amended, the "Lease"), for certain space located at 910 Portway Ave., Hood River, OR 97031, as shown in "Exhibit A" attached hereto ("Leased Premises"); and

WHEREAS, the parties now desire to provide for the termination of the Lease, and the return of the Leased Premises to Lessor, prior to the current expiration date of the Lease.

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Termination.** The parties agree that notwithstanding the original Lease expiration date of June 29, 2017, the Lease shall terminate on June 14, 2016 ("Termination Date"). On the Termination Date Lessee shall quit and surrender and return the Leased Premises to Lessor, in broom clean condition in accordance with the terms of the Lease. A cold storage unit that has been purchased by a new tenant of the Lease space to be vacated by Lessee will remain on the Leased Premises for that tenant's future use.
2. **Mutual Release.** Upon Lessee satisfying its obligations set forth in this Agreement and the Lease, Lessor releases Lessee from any Lease obligations arising after June 14, 2016, and Lessee releases Lessor from any Lease obligations arising after June 14, 2016, the Lease termination date, including any Lessee right to extend the Lease term
3. **Final Payment.** Lessee shall pay Lessor all utility and rental amounts owed under the Lease, through June 14, 2016. Lessee shall pay Lessor the pro-rated share of property taxes assessed from July 1, 2015-June 14, 2016.
4. **Binding upon Successors and Assigns.** This Agreement shall be for the benefit of and be binding upon the parties hereto and their respective successors and assigns
5. **Final Agreement.** This Agreement shall constitute the final agreement and understanding of the parties on the subject matter hereof. This Agreement may be modified only by a further writing signed by the parties.
6. **Attorney Fees.** If any legal action is commenced to enforce or interpret the terms of this Lease Termination Agreement, the prevailing party shall be entitled to reasonable

attorney's fees and costs prior to trial, at trial or on appeal, in addition to any other relief to which the prevailing party may be entitled.

- 7. **Oregon Law; Illegality.** This Agreement shall be governed by the laws of the State of Oregon. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.
- 8. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the dates entered below, the last date being the date of this Agreement.

Lessee:

Lessor:

_____ **Date** _____

_____ **Date** _____

By: Matt Swihart

By: Michael McElwee

Title: Managing Partner

Title: Executive Director

LEASE

This lease is entered into in Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as "Lessor," and **pFriem Brewing Company, LLC**, hereinafter referred to as "Lessee."

1. Description.

In consideration of the covenants of the parties, Lessor leases to Lessee approximately 5,200 square feet of space in Lessor's building commonly known as the Maritime Building ("building") located at 910 Portway Ave., Oregon ("Leased Premises"). The Leased Premises are identified in the attached "Exhibit A."

Building Address:	"Maritime" 910 Portway Ave. Hood River, OR 97031
Tenant Suite:	1
Approximate Square footage:	5,200

The Leased Premises are identified in the attached "Exhibit A."

2. Term.

Lease Commencement Date:	June 20, 2016
Occupancy Date:	June 20, 2016-Cold storage area and access July 1, 2016- remainder of warehouse
Lease Expiration Date:	June 29, 2017
Renewal Options:	One (1) one (1) year option
Renewal Notice Requirement:	Ninety (90) days

The lease term shall be for the period commencing on **June 20, 2016** and continuing through **June 29, 2017**. If not in default, and if Lessee pays Lessor all real property taxes Lessee owes or may be responsible to pay under the terms of the lease, Lessee has the option to extend the lease for one extension term of one year, through June 29, 2018, provided Lessee gives Lessor written notice of Lessee's intent to renew the lease for the additional term while the lease is in effect. To be effective, Lessee's notice to renew must be given to Lessor no later than 90 days prior to the lease termination date.

3. Rental.

Monthly Rent for the Leased Premises will be the following Monthly Base Rates, plus the applicable Consumer Price Index (CPI) Rate Adjustment, as set forth below:

<u>Rent commencement date</u>	<u>Space</u>	<u>Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rate</u>
6-20-2016	Cold storage	2,200	\$0.56	\$1,232
7-1-2016	Warehouse	3,000	\$0.56	\$1,680
	Total	5,200	\$0.56	\$2,912

All rental amounts are payable in advance on the first day of each month, beginning on the date Lessee is entitled to occupy the Leased Premises. However, if the lease does not begin on the first day of a month, rental for the first month shall be prorated to reflect the actual number of days in that month that the lease is in effect and shall be payable immediately.

Starting on June 29, 2017 and occurring annually thereafter, including any extensions of this lease, monthly rent will be adjusted by adding to the monthly rental amount payable during the previous 12-month period a percentage increase equal to the percentage change in the Consumer Price Index (CPI) for the most recent 12-month period for which a published CPI is available. The CPI figure will be taken from the index entitled CPI-U for Portland, OR – all items and major group figures for all urban consumers, or, if such index is unavailable, will be taken from a similar index published by the United States Bureau of Labor Statistics. However, in no event will the annual increase be less than 1 percent or more than 5 percent.

- 4. **Use.** Lessee shall use the Leased Premises for warehousing of materials and equipment associated with brewery operations. The Leased Premises shall not be used for any other purposes without the written consent of Lessor.

- 6. **Taxes.** Lessee shall pay all taxes on its personal property located on the Leased Premises. Lessee shall pay all real property taxes of governmental units assessed against the Leased Premises, and all real property taxes assessed against all inside and outside common areas of the building based on the amount of lease space occupied by Lessee as a percentage of the total lease space in the building. Lessee shall pay all such real property taxes which have been assessed and are payable during Lessee’s occupancy. Lessee shall also pay all such taxes which arise during a tax year as a result of Lessee’s occupancy, even if the lease term has ended, or if Lessee has vacated the Leased Premises. However, if another tenant occupies the Leased Premises and agrees to pay any portion of the real property taxes otherwise payable by Lessee, Lessee shall not be required to pay those taxes which the new tenant pays. [Note: Under current law, Port real property is exempt from property taxation during an upcoming fiscal tax year (July 1 through June 30) unless a private party occupies such Port property on June 30. If a private party is in possession of

Port property on June 30, that Port property is taxed for the entire subsequent fiscal tax year “as a result of Lessee’s occupancy.”] Although Lessee is responsible to pay real property taxes, Lessor will pay the real property taxes to the taxing authority when due and send a bill to Lessee for the amount of taxes Lessor has paid, which will be payable by Lessee to Lessor within ten days after the date of Lessor’s bill.

7. **Utilities.** Lessee shall be solely responsible to pay Lessor for all utilities, including gas, sewer, water, and electricity, used or consumed by Lessee on the Leased Premises, and for garbage service related to Lessee’s occupancy. If electricity, water, sewer or gas is provided to Lessee in common with other tenants of Lessor, Lessee shall pay a portion of the total cost of such service based on the amount of lease space occupied by Lessee as a percentage of the total lease space of all tenants using the same utilities in common with Lessee. Or, Lessor may charge Lessee more or less than other tenants if Lessor believes Lessee’s gas or electricity use will likely be more or less than other tenants use. In such event, Lessor agrees to provide Lessee with an explanation of how those calculations for utility allocations were made. Lessor agrees to consider a different allocation formula for the Leased Premises. If additional service beyond standard domestic service is needed, Lessee shall notify Lessor, and shall pay Lessor for the additional service charges. Lessee shall pay Lessor for Lessee’s utility and garbage services within seven days after Lessor sends Lessee a bill itemizing those charges. Lessee shall be responsible for payment of all utilities and garbage service charges arising during the lease term. In no event shall Lessor be liable for an interruption or failure in the supply of any utilities to the Leased Premises.
8. **Liability Insurance and Hold Harmless Agreement.** Lessee agrees to indemnify and save Lessor, Lessor’s Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and save Lessor harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this lease, or arising from any willful or negligent act or omission of Lessee’s agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

Lessee agrees during the term hereof to keep a policy of general commercial liability insurance in effect with respect to the Leased Premises with minimum coverage of one million dollars (\$1 million) combined single limits. If Lessee renews this lease, at the outset of the renewal term Lessor may, with written notice, raise the minimum insurance requirement to an amount of insurance that is reasonably commercially available. The policy shall name Lessor as additional insured, and expressly include Lessor’s Port Commissioners, officers, employees, and agents as additional named

insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor. A copy of the policy or certificate of insurance shall be delivered to Lessor no later than three days after Lessee occupies the Leased Premises.

9. **Fire Insurance and Waiver of Subrogation.** If the Leased Premises or building where the Leased Premises are located are partially or totally destroyed by fire or other casualty, Lessor may decide to repair the Leased Premises or building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within 30 days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the lease shall continue, and Lessor shall return the Leased Premises or building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or building, or related to repairs undertaken by Lessor. Each party shall provide its own insurance protection at its own expense, and each party shall look to its respective insurance carrier for reimbursement of loss, which may be insured against by a standard form of fire insurance with extended coverage. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.
10. **Lessee/Lessor Covenants.** Lessee shall not do anything which may damage the Leased Premises or any systems in the building or other areas surrounding the building. Lessee shall not be a nuisance or a menace to other tenants in the building. Lessee will not create or use hazardous substances, or dispose of hazardous waste of any kind, unless in strict compliance with environmental laws and regulations. Lessee, at Lessee's expense, shall be responsible to provide improvements and equipment, and to obtain any required permits or approvals necessary for Lessee to engage in activities at the Leased Premises. Lessee promises to comply with all laws, ordinances, and government regulations applicable to the Leased Premises and to Lessee's activities at the Leased Premises, and to comply with reasonable rules adopted by Lessor which apply to all tenants of the building.

Lessee shall not attach any fixtures or make any improvements or alterations to the Leased Premises without describing them in writing and receiving Lessor's prior written consent. Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises.

Lessor shall maintain the building roof, bearing walls, exterior walls, windows and the drainage, plumbing, electrical, and heat and cooling systems installed by Lessor to the point at which they enter the Leased Premises. Lessor shall maintain exterior common areas and landscaping, and provide ice and snow removal in the parking area outside the Leased Premises within a reasonable time after the Lessee requests removal.

11. **Quiet Enjoyment.** From the date the lease commences Lessee will have the right to use the Leased Premises consistent with this lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the building and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.
12. **Care of Leased Premises.** Lessee shall at all times keep the Leased Premises in as good condition as they are in at the outset of this lease, or if improvements are made thereafter in at least as good condition as after such improvements, and shall surrender the Leased Premises to Lessor in such good condition, reasonable wear and tear, or loss by fire or other casualty covered by insurance excepted.
13. **Fixtures and Personal Property.** Unless otherwise agreed in writing, all permanent improvements now located or hereafter placed on the Leased Premises during the term of the lease, other than Lessee's trade fixtures, equipment, and items related to Lessee's equipment, shall be the property of Lessor, and shall remain on the Leased Premises at the expiration or termination of the lease, provided that Lessor reserves the right within 30 days after the lease term ends to require Lessee to promptly remove any improvements which Lessee has placed on the Leased Premises at Lessee's expense, in a way which does not cause damage to the Leased Premises.

At the expiration or earlier termination of the lease term Lessee shall remove all furnishings, furniture, equipment, goods of any kind and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may effect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

14. **Signs.** Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or

visible from building common areas without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee agrees to maintain in good condition any signs or displays which are allowed.

15. **Common Areas/Parking.** Lessee understands and agrees that other tenants may occupy the building. This lease grants to Lessee and to Lessee's agents, employees, business invitees, customers and suppliers in connection with Lessee's business in the Leased Premises the non-exclusive right to use and enjoy throughout the existence of this lease all of the "common areas" associated with the building. "Common areas" shall be defined as all areas and improvements outside the building provided by Lessor for the joint use or benefit of tenants, their employees, customers and other invitees, including public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by other building tenants. Use of available common areas shall be subject to like, non-exclusive use on the part of other tenants who occupy space in the building or any addition thereto, as well as their agents, employees, business invitees, customers and suppliers. Lessee agrees that its usage of such common areas shall not interfere with or be inconsistent with the similar rights of other tenants. All common areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all common areas, which Lessee agrees to abide by.

16. **Lessor's Access to Premises.** Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after 24 hours oral notice (without notice to protect public health and safety in an emergency) for the purpose of inspecting it, or to make repairs, additions or alterations to the premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on site manager) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same within 30 days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof.

Lessor shall share access through the roll up door located on the N. Side of the building with tenant occupying Suite 1a. The both the interior and exterior of the door shall remain free of stored goods at all times and neither tenant shall block access.

17. **Entire Agreement; Amendments.** This lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.

18. **Waiver.** One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.
19. **Assignment.** Lessee agrees not to assign or in any manner transfer this lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent. This Lease will not be assigned, subleased, or otherwise transferred except with the consent of Lessor, which consent may be granted or denied in Lessor's sole discretion. Any transfer of an ownership interest in Lessee of fifty percent (50%) or more will be deemed an assignment.
20. **Default.** Time is of the essence of performance of all the requirements of this lease. If any rental or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fourteen (14) days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the lease may be terminated at the option of Lessor. If the lease is terminated, Lessee's liability to Lessor for rents and damages shall survive such termination and Lessor may re-enter, take possession of the premises, and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.
21. **Holdover.** If Lessee does not vacate the Leased Premises when the lease term expires, Lessor shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal, and at a rental rate equal to the rent last payable by Lessee during the lease term. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than 10 days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this lease or by law with respect to month-to-month tenancy.

22. **Notices.** Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee’s registered agent or to the person signing the lease ,or sent by certified mail with postage prepaid to the address indicated on the signature page of this lease; and if such notice is to Lessor, delivered personally to the Executive Director, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

23. **Dispute Resolution.** Any dispute involving this lease may be resolved by mediation. If the parties agree to use a mediator they will each pay one half the costs of mediation. If mediation does not occur or does not result in a solution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in an arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney’s fees and costs and disbursements incident thereto.

24. **Authority to Execute.** The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED: _____, 2016.

Lessee:

Ken Whiteman, Manager
707 PortwayAve.,
Hood River, OR 97031

Lessor:

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

Exhibit A

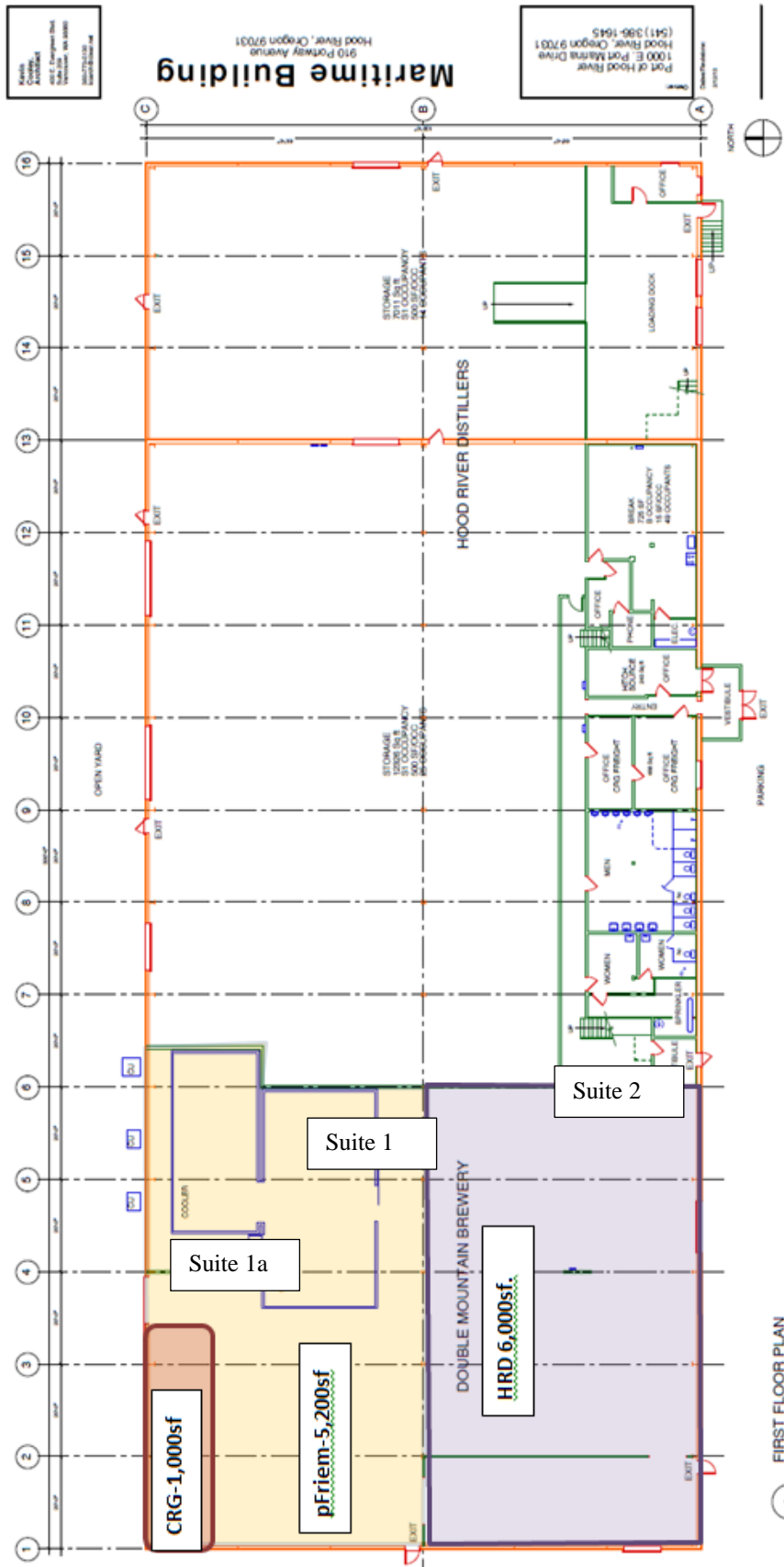


Exhibit A Exterior



ADDENDUM NO. 1 TO LEASE

Whereas, the Port of Hood River ("Lessor") and CRG Freight, Inc. ("Lessee") entered into a lease of approximately 500 square feet at the Maritime Building, effective July 1, 2014 ("Lease"); and,

Whereas, Lessee would like to add 1,000 square feet of warehouse space, known as Suite 1a as shown on "Exhibit A" attached hereto, and clarify the location of access points also shown on "Exhibit A", and

Whereas, Lessee would like to extend the Lease term for both spaces through June 29, 2017 with one (1) one (1) year extension option through June 29, 2018;

Therefore, the parties agree to the following replacement of Lease language in Section 1, "Description", Section 2 "Term", and in the rental box in paragraph 3 of the Lease containing space and rental rate information with the following:

1. "Description. In consideration of the covenants of the parties, Lessor leases to Lessee approximately 500 square feet of office space known as units 100 and 101 and 1,000 square feet of warehouse space, known as Suite 1a in Lessor's building commonly known as the Maritime Building ("building") located at 910 Portway Avenue, Hood River, OR, 97031("Leased Premises"). The Leased Premises are identified in the attached "Exhibit A"."
2. "Term. If not in default, and if Lessee pays Lessor all real property taxes Lessee owes or may be responsible to pay under the terms of the Lease, Lessee has the option to extend the Lease for one (1) extension term of one (1) year, through June 29, 2018, provided Lessee gives Lessor written notice of Lessees' intent to renew the Lease for the additional term while the Lease is in effect. To be effective, Lessee's notice to renew must be given to Lessor no later than April 1, 2017."

<u>Space</u>	<u>Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rate</u>
Units 102 & 103	500	\$0.63	\$315.00
Unit 1a	1,000 sf	\$0.63	\$630.00
Total	1,500		\$945.00

Except as modified by this Addendum No. 1 to Lease, all terms and conditions of the Lease shall remain in full force and effect.

DATED THIS _____ DAY OF _____ 2016

By: _____
Michael S. McElwee, Port of Hood River, Executive Director

By: _____
Randy McMasters, President, CRG Freight, Inc.

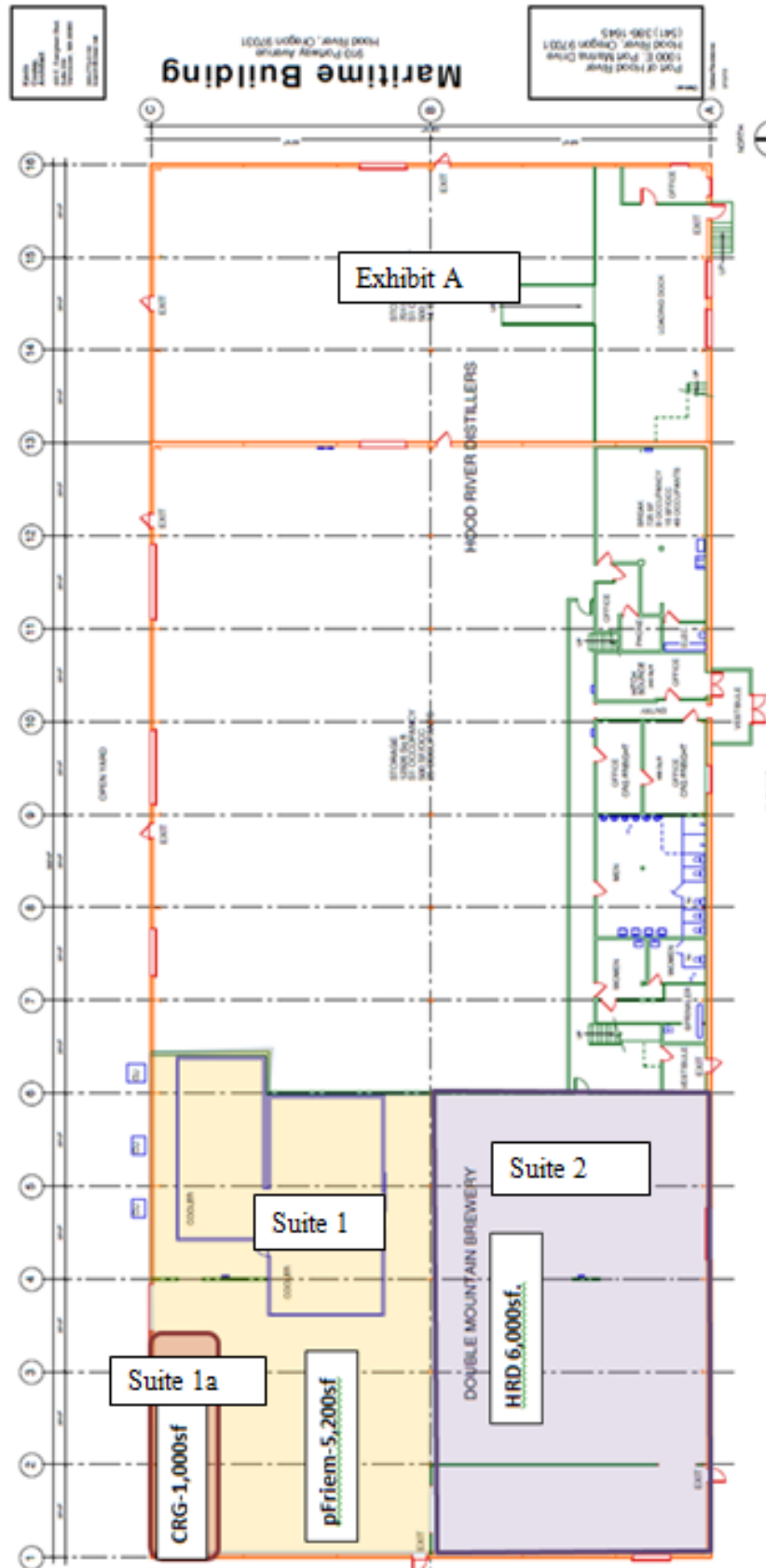
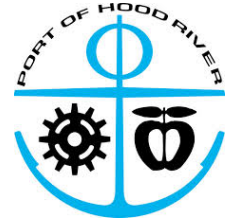


Exhibit A Exterior



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Commission Memo



Prepared by: Liz Whitmore
Date: May 10, 2016
Re: Lost and Found Procedure

In 2015 Port staff collected and tagged a total of 484 Lost and Found items, of which 33% were claimed. A subset of this included larger, more valuable gear (98 items) which had a claim rate of 78%. All items not claimed by the end of the season were donated to CGWA and the Pine Grove Fire Department auction.

To streamline this process and decrease the amount of time staff dedicates to Lost and Found, the attached procedure is proposed.

RECOMMENDATION: For Discussion.



Proposed Lost and Found Procedure

1. The following Lost and Found items will be collected by staff and delivered to the Port Office at 1000 E. Port Marina Drive and logged in:
 - a. Boards and Paddles (kite, windsurf, and SUP)
 - b. Kite Bars and Lines
 - c. Kites and Sails
 - d. Booms and Masts
 - e. Life Jacket Vests
 - f. Wetsuits
 - g. Helmets
 - h. Bicycles and Scooters
 - i. Personal Items (wallets, keys, phones, prescription glasses)
2. Items are kept in a secure location. While the Port of Hood River does not assume liability or responsibility for items turned into Lost and Found, staff will make every reasonable effort to ensure the items are returned to their rightful owner.
3. Anyone wishing to claim an item must appear in person during regular business hours and be able to identify it (color, description, brand name, where the item was lost) as their property, and show identification.
4. Items are kept for a minimum of three months then donated to a 501(c)(3) organization.
5. All other items not listed above will be collected and stored in bins located at the Event Site. These include (but are not limited to): kite pumps, rash guards, booties, tools, leashes, bags, chairs, clothing, shoes, toys, coolers, and towels. Port staff will not be overseeing Event Site bins. Retrieval of lost items will be through the "honor system".
6. Bins will be secured to concrete and locked at night by Port staff.
7. Event Site bins will be cleared out by Port staff every two weeks and items donated or discarded. A Lost and Found sign will be located at the bins that will direct people to the Port office to claim items (a-i) listed above.

Executive Director's Report

May 10, 2016

Staff & Administrative

- The PNWA mid-year conference will be held June 22-24 in Walla Walla. We have made reservations for two Port of Hood River attendees.
- We were approached by a recent engineering school graduate, Andrew Porter, who was seeking an internship opportunity for six weeks this summer. We made a tentative commitment to hire him for six weeks with a project focus on Lot #1 Stormwater planning and a conceptual layout plan for north 1st Street. Mr. Porter is a graduate of UCSC and will be pursuing his master's degree at the University of Pennsylvania this fall.
- Anne Medenbach will be speaking as part of a panel at the Oregon Brownfields conference in Sunriver May 16th as part of the conversation around the Pacific Northwest Manufacturing Partnership and Brownfield redevelopment.
- Most of the administrative and facilities staff will attend CPR training at the Odell Fire Station Monday, May 9.
- Genevieve assisted in convening a Business Oregon sponsored Food & Beverage Industry focus group meeting at the Port on May 6.
- The OneGorge Advocacy Group met in The Dalles on April 27. Discussion focused on Historic Columbia River Highway trail completion, local procurement of goods and services, The Dalles UGB expansion, Gorge Commission Master Plan review and Transportation Priorities List, heavy trucks on SR 14, and the Port's FASTLane application.

Recreation/Marina

- The Hook project is now complete. We have received a number of compliments about the new path and rigging area.
- We have executed an agreement with Lindblad Expeditions for 12 overnight stops at the Cruise Ship Dock. Lindblad operates the National Geographic vessels Sea Bird and Sea Lion. The fee is \$175 per night.
- The Kiteboarding schools are beginning to move onto the old Cruise Ship Dock.



- Seasonal moorage for five watercraft on the South Basin Dock will commence May 16 and run through October 31, 2016.
- Online pre-season sales of Event Site Parking season passes began May 2 on the new website. At time of printing 43 passes had been sold via the website for a total of \$2,580. Sale ends May 23.

Development/Property

- Naito Development has hired a new general contractor for the hotel project. We now understand that the new road, Nichols Parkway, will be open to the public the week of May 9 and provide the public access to the Spit. Access to the Seawall area for the Port's tenants should also be available that week, although the date for final paving of the driveway is not yet known.
- Demolition of the Expo Building is complete.
- Berger Abam is scheduling the pre-application conference for the Lot #1 Preliminary Subdivision in the next two weeks.
- JAL Construction completed the mass grading and clean up at the Lower Mill site on April 28th. Anne Medenbach took the on-site utility contract out to bid as of May 3 with an expected bid close date of May 24.
- "Clean Fill" signs were posted at the Lower Mill site on April 27th and free fill dirt is available for community use.
- "For Lease" signs have been installed at both the Wasco and Big 7 Buildings and lease flyers have been sent to Gorge area brokers. Staff is working with a few potential clients.

Airport/Marina

- Capital maintenance of the Cruise Ship Dock is complete. Port staff fabricated and installed stand-off stanchions to support the larger cruise ships.
- The Connect VI Project "Hood River Airport Aviation Technology & Emergency Response Center" was ranked No. 3 in Region I after the Area Committee on Transportation (ACT) meeting on May 2. The project now goes to the state-wide review committee in June.
- Fencing of the South side of the airport along Copper Dam road will commence within the next month in order to cut down on drive through, non-agriculture related activities on the airport.
- A dangerous runway incursion occurred in late April, when a small child and dog were sighted on the runway by a pilot during landing. We have installed temporary fencing on

the property line nearest the adjacent residences and are seeking approval from the FAA to install permanent fencing.

- Maintenance staff installed temporary snow fencing on the South property boundary of the airport and a number of residences to limit unauthorized airport traffic.
- Anne Medenbach and Fred Kowell toured PDX and Aurora airports on May 2nd with Tac-Aero and Centrex Construction. Meetings were held with the Port of Portland, FBO's and developers regarding airport development and operations at these airports.



Bridge/Transportation

- Chubb's subrogation engineers will carry out their evaluation of the Lift Span the week of May 9. They are seeking single lane closures on two consecutive days. The macrometers have been delivered and were installed on May 4. If full operations can be verified on May 6, we will plan for operational testing the week of May 23. I continue to keep the USCG informed as to bridge repair progress.
- HDR has completed their initial assessment work on the auxiliary trusses and is now started the plans and specs phase of their contract. HDR has also initiated their work on the seismic assessment—this Task Order was delayed due to the allision investigation.

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Commission Memo



Prepared by: Michael McElwee
Date: March 10, 2016
Re: HDR Bridge Contract
Task Order 7 Amendment

At the February 16 meeting, the Commission approved Task Order 7 with HDR Engineers. Work under that Task Order had HDR evaluate the operability of the skew monitoring system and clarify the procedures for an operator to follow when raising the span.

The recommendations from that work have now been implemented and the macrometers (skew monitoring instruments) have been replaced. We are now ready for live testing of the lift span, scheduled for the week of May 23. The attached work scope and fee proposal cover HDR's final calibration, participation in the live testing, and preparation of lift span electrical system as-builts.

The critical testing will take place over three days starting on Day 1 with very limited height lifts to determine whether the span is rising vertically and to make adjustments to the new span guides. If successful, greater height lifts will be attempted on Days 2 and 3. The Port will have its electrician working closely with HDR engineers during these tests.

It is hoped that this is the final step to determine if operability of the lift span can be restored.

RECOMMENDATION: Approve Amendment #1 to Task Order #7 to the contract with HDR Engineering, Inc. for lift span testing not to exceed \$32,516 plus reasonable reimbursable expenses.

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TASK ORDER 07

AMENDED SCOPE OF SERVICES for LIFT SPAN OPERATIONS ENGINEERING

May 5, 2016

This Task Order 07 Amendment No 1 pertains to a **Personal Services Master Service Agreement**, (“**Agreement**”) by and between **Port of Hood River**, (“**Port**”), and **HDR Engineering, Inc.** (“**Consultant**”), dated June 16, 2015 (“**the Agreement**”). This amendment also pertains to the original Task Order 7 dated February 19, 2016. Consultant shall perform additional Services on the project described below as provided herein and in the Agreement. This Task Order amendment shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below and in the original Task Order 07.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

As a result of previous bridge operations, it has been determined that the Port needs to investigate the skew monitoring and other lift span control systems to restore the lift span to the operational state intended per the Mechanical and Electrical Rehabilitation project from 2000. Currently the bridge cannot be raised or lowered reliably or safely. This amendment to Task Order 07 is intended to provide the Port with additional electrical controls inspections, operational support for restoring operations, and recommendations for Port work needed to restore the lift span control system to functionality as designed. This Task Order amendment includes actual field electrical testing of lift span control systems. The Port needs an engineering investigation and support to restore the functionality of the lift span electrical systems and lifting operations as designed. Task Order 07 is amended to conduct additional field testing, document electrical controls, and support lift operations.

PART 2.0 SCOPE OF SERVICES

Task 1 – Inspection of Lift Span Control Systems

Task 1.1 – Additional Lift Span Controls Testing

Consultant shall perform the following additional services:

- Conduct field electrical inspection of the lift span controls, and act in an advisory role to the Port for field inspections according to the inspection plan.
- Access tops of the towers (as needed).
- Re-test the output of the resolver-based encoders in each tower. The testing of the encoder output was performed previously and determined to not be working properly and providing the correct output per the as-built plans.

Assumptions

The following assumptions are applicable:

- Testing to access equipment at the top of each tower will require teams in two places (one HDR staff at the top of the tower and one HDR staff within the control house).
- Testing will require one single day of work, with one electrical engineer and one mechanical technician from Consultant.
- Additional test days due to failure of the test, traffic, or weather conditions are not included.

- Port will complete the repair work identified in the 3/23/16 inspection by HDR for the skew monitoring system.
- The field inspection plan will be agreed upon by the Port and its electrician contractor prior to holding the on-site inspections.
- The anticipated major steps of the inspection are as follows:
 - Control devices shall be disconnected and reconnected by Port staff or the Port provided electricians.
 - A repeat of the testing performed on 3/23/16 will be performed. The encoders will be disconnected from the drive machinery and a testing of the encoders for correct output per the design will be performed.
 - A successful test of the skew encoders and system will preclude the operation of the bridge.
- Port will provide traffic control for safe access to the lift span operator's house and towers.
- Port will provide certified electricians familiar with the bridge.
- Consultant shall not operate nor direct Port to operate the bridge.
- Deliverables shall be provided in PDF format and delivered via email.

Deliverables

The following items will be delivered to the Port:

- Updated inspection report: Lift Span Systems Field Inspection Findings (Updated from original Task 1.0)

Task 2 – Lift Span Testing Procedures

Task 2.1 – Additional Lift Span Testing Procedures

Consultant shall perform the following additional services:

- Review the lift span testing procedures step-by-step with the Port and the Port's electrician. Discuss equipment that will be tested, removed, and reviewed on the bridge and locations of personnel during the testing.
- Revise testing plan based on client comments provided from the phone conference meeting on 4/13/16 and meeting with Port staff on 4/18/16.
- Provide a Final Lift Span Testing Procedures memo.

Assumptions

The following assumptions are applicable:

- The Port will have completed the repair work identified in the 3/23/16 inspection for the skew monitoring system.
- Deliverables shall be provided in PDF format and delivered via email.

Deliverables

The following items will be delivered to the Port:

- Final Lift Span Testing Procedures Memo (Updated from original Task 2.0)

Task 2.2 – Additional Lift Span Operations Support

Consultant shall perform the following additional services:

- Support field operations to verify that the lift span control system functionality as designed has been restored and adjustment of the south longitudinal span guides; as detailed by day below.
- Provide a Draft & Final Lift Span Operations & Field Testing Memo

- Port staff will review the draft memo and provide comments.
- A phone conference call will be held to discuss the comments on the memo.

Day 1) Lifting just to free of the bearings and pin guides (say 2-3ft):

- Work items for the day:
 - Successfully operate warning gates, barrier gates, and span locks up to the point of lift
 - Raise bridge to just off guides in an iterative process
 - Check electrical controls and skew readings
 - Repeat process multiple times to successively higher heights not to exceed 3 feet off the lift span seats.
- Prior work performed before Day 1:
 - Encoders have been installed and testing noted in Task1.1 completed and passed.
 - Port and Consultant staff has performed the step-by-step procedure review noted in Task 2.1.
 - Testing of all warning gate, barrier gate and span lock operation including confirmation of control and indication output by electricians.
 - Port staff to adjust longitudinal span guides out to their full clearance.
- Additional time for troubleshooting and documenting problems with the control system which are not identified in the 2000 rehabilitation plans is not included in the Day 1 work.
- No rigging of rope access will be performed to measure the clearances at the south longitudinal span guides.
- A SPRAT Level III Engineer will be present to assist in the rigging of Port Staff fall protection use.

Day 2) Lifting and setting back down from 3ft. – 15ft. to 20ft:

- Work items for the day:
 - Raise bridge on a foot by foot basis.
 - Check electrical controls for the 'nearly closed' set point
 - Raise Bridge to 10 ft.
 - Raise Bridge to 15 ft.
 - Raise Bridge to 20 ft.
 - Port staff to make initial adjustment of span guides based on clearances witnessed during Days 1 and 2. Consultant to provide advice and inspection for span guide adjustments.
- Prior work performed before Day 2:
 - Day 1 testing completed and passed.
- Additional time for troubleshooting and documenting problems with the control system which are not identified in the 2000 rehabilitation plans is not included in the Day 2 work.
- No rigging of rope access will be performed to measure the clearances at the south longitudinal guides.
- A SPRAT Level III Engineer will be present to assist in the rigging of Port Staff fall protection use.

Day 3) All the way from 20ft to 73ft. (Or as close to full open as possible)

- Work items for the day:
 - Raise Bridge to 20 ft.
 - Raise Bridge to 40 ft.
 - Raise Bridge to nearly open limit or as close a tower steel interference allows
 - Raise Bridge to full open limit or as close a tower steel interference allows

- Document the set point for the 'nearly open' position switch and the greatest physical extent that the bridge can be opened to.
- Port Staff to adjust span guides based on findings of operations during Day 3. Consultant to provide advice and inspection for span guide adjustments.
- Prior work performed before Day 3:
 - Day 2 testing successfully completed and passed.
- Additional time for troubleshooting and documenting problems with the control system which are not identified in the 2000 rehabilitation plans is not included in the Day 3 work.
- The electrical engineer will not be on site for testing during Day 3, but an additional day is included in the fee estimate as buffer for unforeseen work.
- The lift span cannot be lifted to the maximum design height due to interferences noted in previous inspection report.
- No work shall be performed to adjust the full open position switch in the field.
- Recommendations will be provided to confirm height with the Coast Guard and adjust the bridge controls as directed by the Coast Guard in Task 2.3.

Day 4) Hood River Staff to lift bridge (on their own – HDR not present) for at least 2 morning lifts and 2 afternoon lifts for repeatability:

- Prior work performed, before Day 4
 - Day 3 testing completed and passed.
- HDR will provide Sr. Mechanical Engineer on site to observe and troubleshoot Port operations of the bridge.

Port staff will secure the longitudinal span guides by final torqueing the mounting bolts of the adjustable portions of the guides and match marking the bolts.

Deliverables

The following items will be delivered to the Port:

- Draft & Final Lift Span Operations & Field Testing Memo

Task 2.3 – Closeout of Lift Span Operations Inspections & Support

Consultant shall:

- Develop as-constructed markups on the Lift Span Control System Drawings
- Provide recommendations on maximum lift height and corresponding wind speed

Assumptions

The following assumptions are applicable:

- Bridge operation in Task 2.2 has been performed successfully and the Port staff can operate the bridge repeatedly to a significant height off of the bridge seats.
- The results of the maximum lift height during Task 2.2 and information from Port staff on their level of comfort for bridge operation in windy conditions will be used to develop recommendations regarding lift height and wind speed. No new calculations shall be performed to determine acceptable operating wind speeds.
- Recommendations covered by this task are only intended to aid in lift span operations and does not cover long term operations, maintenance actions, or improvements to the control system and lift span.
- Deliverables shall be provided in PDF format and delivered via email.
- Updated as-constructed plans will be created by providing pdf mark-ups on the scanned original 2000 rehabilitation drawings.

Deliverables

The following items will be delivered to the Port:

- As-Construct markups on the 2000 rehabilitation electrical controls drawings

Task 3 – Project Management & Administration

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

- Provide additional monthly progress reports to the Port and identify budget status and tasks performed to date during the billing period.
- Provide additional schedule updates with month progress reports;
- Provide additional correspondence with Port regarding contracts, billing, expenses, earned value, deliverables;
- Perform additional Quality Control (QA) audits on services prior to submitting to Port.

Deliverables:

The following items will be delivered to the Port:

- Additional invoices and progress reports

PART 3.0 PORT'S RESPONSIBILITIES:

The Port shall:

- Provide as-built documentation from the previous operating contractor, if available.
- Provide required staff and contractors at a mutually agreed upon time for site visits and meetings at the Port.
- Provide traffic control as needed for this project.
- Provide licensed electricians to perform the work of opening, de-energizing/re-energizing, adjusting and installing testing equipment on bridge electrical equipment.
- Provide Port staff that shall operate the movable span.

PART 4.0 PERIODS OF SERVICE:

Notice to proceed to Consultant is assumed to be not later than May 6, 2016. Work shall be completed by September 30, 2016.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order shall be a not-to-exceed amount of \$34,480 billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.88 and cost of subconsultant services. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

PART 6.0 OTHER:

None

This Task Order is executed this _____ day of May, 2016.

PORT OF HOOD RIVER
"Port"

HDR ENGINEERING, INC.
"Consultant"

BY: _____

BY: _____

NAME: _____

NAME: David C. Moyano

TITLE: _____

TITLE: Vice President

ADDRESS: _____

1001 SW 5th Ave
Suite 1800
Portland, OR 97204

EXHIBIT 'B'
Port of Hood River - T07 Lift Span Operations Engineering
HDR Engineering, Inc. - Fee Estimate (Amendment No. 1)

Average Weighted Loaded Bill Rate = \$178.66

Tasks	Project Resource	Project Manager	Sr. Mechanical	Electrical Engineer	Sr. Electrical Engineer	Sr. Bridge Engineer	Sr. Mechanical Engineer	Sr. Movable Bridge Director (QA)	Project Assistant	Project Controller	Labor Hours	Labor Fees	Telephone/Printing/Shipping	Travel/Mileage	Materials/Equipment	Total Labor & Expenses
		\$202.29	\$96.22	\$107.83	\$150.51	\$163.21	\$180.12	\$380.79	\$60.19	\$92.71						
1.0	Inspection of Lift Span Control Systems															
1.1	Additional Lift Span Controls Testing															
	Testing output of resolver based encoders	1	8	8			1				17	\$ 1,812	\$ 170	\$ 100	\$ 2,082	
	Revise Inspection Findings Memorandum		2	6	2		1	1			13	\$ 1,904	\$ 20	\$ -	\$ 1,924	
	Subtotal	1	10	14	2	0	2	1	0	0	30	\$ 3,716	\$ 20	\$ 170	\$ 4,006	
2.0	Lift Span Testing Procedures															
2.1	Additional Lift Span Testing Procedures															
	Review the Procedure with Port	2	2	4			6	1			7	\$ 1,189	\$ -	\$ -	\$ 1,189	
	Final Lift Span Testing Procedures Memo		2	4			2	1			11	\$ 1,769	\$ 20	\$ -	\$ 1,789	
	Subtotal	2	2	5	0	0	8	1	0	0	18	\$ 2,958	\$ 20	\$ -	\$ 2,978	
2.2	Additional Lift Span Operations Support															
	Perform Lift Operations	2	24	24	16	8	32				106	\$ 14,779	\$ 10	\$ 1,580	\$ 16,369	
	Lift Span Operations and Testing Closeout Memo	3	8	12	1		1	1			26	\$ 3,382	\$ 24	\$ -	\$ 3,406	
	Conference to Discuss Draft Lift Span Closeout Memo	1		1			1				3	\$ 490	\$ -	\$ -	\$ 490	
	Subtotal	6	32	37	17	8	34	1	0	0	135	\$ 18,651	\$ 34	\$ 1,580	\$ 20,265	
2.3	Closeout of Lift Span Operations Inspections & Support															
	As-Construct the Lift Span Electrical Controls System	0	0	22	4	0	1	1	0		28	\$ 3,535	\$ 10	\$ -	\$ 3,545	
	Subtotal	0	0	22	4	0	1	1	0	0	28	\$ 3,535	\$ 10	\$ -	\$ 3,545	
3.0	Project Management & Administration															
	Additional Project Coordination	3							4	4	11	\$ 1,218	\$ 10	\$ -	\$ 1,228	
	Additional Project Invoicing and Reporting	3							4	4	11	\$ 1,218	\$ 10	\$ -	\$ 1,228	
	Additional Quality Control & Assurance	3							4	4	11	\$ 1,218	\$ 10	\$ -	\$ 1,228	
	Subtotal	9	0	0	0	0	0	0	12	12	33	\$ 3,655	\$ 30	\$ -	\$ 3,685	
	Total Hours	18	44	78	23	8	45	4	12	12	244					
	Total Dollars	\$3,641	\$4,234	\$8,411	\$3,462	\$1,306	\$8,105	\$1,523	\$722	\$1,112		\$ 32,516	\$ 114	\$ 1,750	\$ 34,480	

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Commission Memo

Prepared by: Michael McElwee
Date: March 10, 2016
Re: Marina Green Trenching & Excavation



In March we learned that PacifiCorp would participate in de-commissioning the live-front power cabinet on Marina Green. PacifiCorp agreed to install wiring and transformers after the Port had provided open trenches and installed conduit. This partnership will improve power supply reliability in the area and greatly improve safety for Marina Green users. The Port budgeted \$20,000 in the FY 15/16 budget for this work.

Given the current demands on staff stemming from the bridge allision and spring maintenance activities, it was necessary to secure a contractor for the trenching/excavation work. Staff sought quotes from five local contractors and only one was fully responsive—Crestline.

It is important for this work to be completed soon due to the increasing waterfront activity in June and the need to demonstrate to PacifiCorp that we can respond to their commitment quickly.

RECOMMENDATION: Approve contract with Crestline Construction, LLC for Marina Green testing and excavation not to exceed \$14,580, plus reasonable reimbursable expenses.

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Small Procurement Contract

1. This Contract is entered into between the Port of Hood River ("Port") and Crestline Construction Company, LLC. ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A. The Port of Hood River shall pay a "Not to Exceed" amount of \$14,580.00.
2. This Contract shall be in effect from the date at which every party has signed this Contract through completion and following acceptance of the work by the Port of Hood River. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract, except to the extent the Port is negligent and responsible to pay damages. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

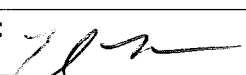
Contractor:	Port of Hood River
Crestline Construction Company, LLC	
Signed:  ERIK KERR <i>MANAGER</i>	Signed:
3600 Crates Way The Dalles OR, 97058	1000 E. Port Marina Drive, Hood River, OR 97031
541-506-4000	(541) 386-1645/ porthr@gorge.net <i>(43)</i>

Exhibit A

Marina Green Trenching Project Specifications

SCOPE AND SPECIFICATIONS OF WORK

- The Contractor shall provide all the equipment, transportation of equipment and personnel required to complete the trenching project in accordance with the contract documents.
- The Contractor shall trench approximately 2,050LFT of trenching. (See attached drawings)
- The Contractor shall provide trenches that meet PP&L Standard trenching depth of 36".
- The Contractor shall pothole areas of concern to assure underground utilities are not damaged during excavation.
- The Contractor shall provide one ground person for the trenching process and for hand work associated with exposing buried utilities. The Contractor must provide a trench ready for the installation of conduit by others.
- Damage to underground utilities shall be the Contractors responsibility. This providing the lines have been marked by the various utilities or Port staff.
- The Contractor shall place two electrical vaults in locations show in drawings. One across the road from the Museum and one near the NW corner of the marina green.
- The Contractor shall work Monday through Friday.
- The Contractor shall complete this work by 5/30/16. No Saturday or Sunday work.

Contract Exclusions

- Permit fee's.
- Calls for inspection by PP&L by others.
- Conduit installation by others.
- Backfill/compaction by others.
- Road grade rock for road crossings by others.
- Rock removal will be invoiced as listed below in Work outside of scope.
- Pipe stabilization.
- Dewatering.
- Saw Cutting by others.
- Asphalt repairs by others.

Work Outside scope of this project

CONDITIONS

- One move-in and one continuous operation will be provided in this contract. Any phasing of work will result in additional costs due to reduction in production and additional move-ins. Weekends are excluded and will not be considered phasing.
- Our bid is based on obtaining normal availability of water. Should drought restrictions be imposed, negotiation will be conducted at this time for alternate sources;
- Excavation for utilities is based upon conventional excavation techniques.
- Material that requires breaking or other rock excavation techniques are not included. Rock excavation, materials larger than one cubic yard, will continue at the unit price of \$157.00 per cubic meter (\$120 per cubic yard), based upon truck measure;
- Soft spot excavation.

- This proposal is based upon dry weather construction techniques. Wet weather construction techniques are beyond the scope of this proposal. All work requested by the owner to be performed in wet or inclement weather or over optimum moisture conditions, will result in additional costs and will be billed on a time and material basis.
- Our bid is based on billing of 100% plus retention within thirty-five (35) days after total completion of Crestline Construction Company, LLC work receiving full payment within fifteen days.
- This proposal remains in effect for thirty (30) days from receipt.
- Diesel fuel costs are based upon the current week's rack rate and diesel fuel cost increases above 10% of this rack rate will be negotiated.

Marina Green Electrical Project Bid Sheet

	Description	Estimated Qty	Unit	Unit Cost	Total
1	Mobilization	1	LS	\$2,000.00	\$2,000.00
2	Potholing	1	LS	\$2330.00	\$2330.00
3	Trenching	2,050.00	LFT	\$233.00	2,330.00
		TOTAL Quote			14,580.00

1) Mobilization;

Shall be paid as a lump sum in the first pay estimate for this project.

The Contractor shall provide all equipment and personnel to complete this item as noted in the specifications of the project.

2) Potholing;

Shall be paid by the number of potholes required with a limit of 10.

The Contractor shall provide all equipment and personnel to complete this item as noted in the specifications of the project.

3) Trenching;

The Contractor shall be paid by the lineal foot of ~~trench completed not to exceed 10%~~ of the total trenching for the project.

The Contractor shall provide all equipment and personnel to complete this item as noted in the specifications of the project.

EMK

Personal Services Contract
Exhibit B

INSURANCE

Contractors, please send this to your insurance agent immediately.

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

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

Required and attached OR Contractor is exempt

Certified by Contractor: _____
Signature/Title

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

Required and attached Waived by Finance Manager _____

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

Required and attached Waived by Finance Manager _____

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

Required and attached Waived by Finance Manager _____

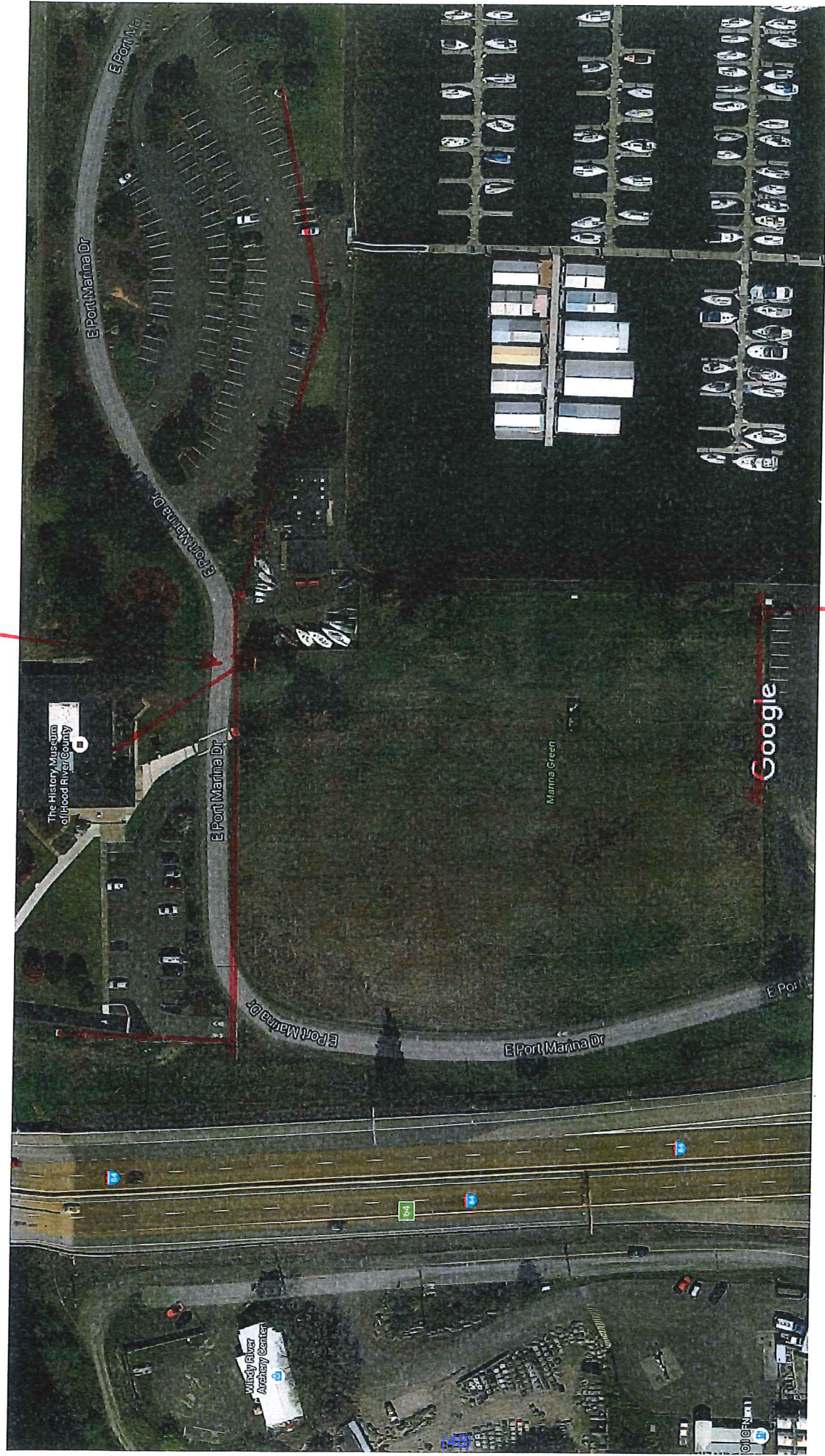
- 5. **Certificate of Insurance.** As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract.

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

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

Google Maps

Vault



Imagery ©2016 Google, Map data ©2016 Google 50 ft

Vault

Google Maps

Commission Memo

Prepared by: Michael McElwee
Date: March 10, 2016
Re: South Dock Marina Basin Lease



The Marina's South Basin Dock (Dock) has experienced increasing demands over the past few years. These new or expanding uses include youth sailing, high school sailing, jet skis, outrigger canoes, seasonal rental and dinghy storage.

For several months, staff has been working with the Marina Ad Hoc Committee, Hood River Yacht Club (HRYC), Gorge Junior Sailing and others to consider program changes to the Dock. In particular, the HRYC has been interested in leasing all or a portion of the dock for dinghy sailing and storage.

Staff and legal counsel have prepared the attached lease agreement with the HRYC for Commission consideration. Staff will review the lease's key terms and conditions at the meeting.

RECOMMENDATION: Approve lease with the Hood River Yacht Club for portions of the Marina Basin South Dock.

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SOUTH BASIN DOCK LEASE

For Commission Action May 10, 2016

THIS SOUTH BASIN DOCK LEASE (“Lease”) is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as “Lessor” or “Port”, and **HOOD RIVER YACHT CLUB, INC.**, an Oregon domestic nonprofit corporation, hereinafter referred to as “Lessee”.

The parties agree as follows:

1. Definitions.

- (a) **“South Basin Dock”** means the dock located on the south shore of the Hood River Marina in Hood River, Oregon, accessible from the south shore of the Hood River Marina and more fully described in Exhibit A, which is attached hereto and incorporated herein by reference.
- (b) **“Infrastructure and Common Areas”** mean portions of the South Basin Dock including ramp, main walkway, pilings and finger floats that are used by other South Basin Dock lessees and are maintained by the Port.
- (c) **“Leased Dock Space”** means the following spaces at the South Basin Dock, shown in Exhibit A:
 - i. **Space A** (3 boat slips) and **Space G** (2 boat slips) for seasonal moorage for watercraft less than 23 feet in length and storage of dinghies or other approved marine use from November-April;
 - ii. **Spaces E and F** for dinghy use/storage; and
 - iii. **Space D** for use by the High School Sailing Program for the months of February to May and dinghy use/storage for the remainder of the year.

2. Description. In consideration of the covenants of the parties herein contained, Lessor leases to Lessee the Leased Dock Space of the South Basin Dock (“Leased Premises”).

3. Term. This lease shall be for the period commencing on May 15, 2016 and continuing through April 30, 2017 (“Lease Term”).

4. Renewal. Provided Lessee is not in default and upon mutual agreement of the parties, this South Basin Dock Lease may be renewed upon terms mutually agreed at the time of renewal (“Renewal Term”). Said renewal shall be in writing. Lessee must notify Lessor of its intent to renew this lease by February 15, 2017.

5. Payment.

- (a) **Space A and Space G:** Lessee shall pay Lessor \$1,250 (\$250/Slip) for use of Spaces A and G during the Lease Term. If lease is renewed, Lessee shall pay Lessor \$5,000 (\$1,000/slip) annually. The Space A and G lease payment is due November 1 of the Lease term or any renewal term. If the Port moves a finger float to Space A adding two additional slips, Lessee shall pay an additional \$2,000 (\$1,000/Slip) during each renewal term. Payment is due by October 15 of the Lease Term and June 15 of any Renewal Term.

- (b) **Space E and Space F:** Lessee shall pay Lessor \$4,000 (\$2,000/Space) for use of Spaces E and F during the lease term. The payment is due by September 15 of the Lease Term or June 15 any Renewal Term.
- (c) **Space D:** Lessee shall pay Lessor \$750 for Space D during the Lease Term. Lessor may install a modular dock in Space D during fall 2016 and Lessor and Lessee will negotiate a new lease payment. If Lessor seeks to install a new modular dock, Lessor shall give Lessee, at minimum, 30-day notice. Lessee shall cooperate by removing any existing temporary floats and temporarily moving dinghies during installation period. Payment for Space D is due September 15 of the Lease Term or any Renewal Term.

6. Keys/Fees. Lessor has sole responsibility for issuing keys to access the leased premises. To obtain a key to access the leased premises, Lessee must pay a \$50 deposit to Lessor. This deposit is refundable upon return of the key to Lessor when the Lease Term ends or is terminated. Lessee agrees that duplicate copies of the key will not be made. Lessor will issue 5 keys to Lessee under this agreement. Additional keys may be issued upon mutual agreement and payment of the \$50 deposit per key. Lessor shall install and maintain a lockbox at the South Basin Dock ramp gate with an access key. Lessor shall provide the code for this lockbox to Lessee.

7. Use. Lessee shall use the leased premises for marine vessel storage and launching in accordance with the terms of this lease. The leased premises shall not be used for any other purposes without the written consent of Lessor. No racks or other storage devices may be installed unless first approved by Lessor in writing.

8.

(a) **Use of Spaces A and G:** Space A and Space G shall be used for seasonal moorage for sail and power vessels under 23 ft. in length from May 1 through October 15. During that time period in the initial Lease Term, seasonal moorage shall be managed by the Port. If Lease is renewed, Port shall advertise to the public, conduct a lottery and provide a priority list of seasonal tenants to Lessee by March 30 of each renewal year and Lessee shall sublease to those Seasonal Tenants using sublease agreements approved by the Port. Lessee may use Spaces A and G from November-April for storage of dinghies or other approved marine use.

(b) **Use of Spaces E and F:** Space E and Space F shall be used for sublease for storage and launching/landing of dinghies. Lessee may install movable floating docks in these spaces with Lessor's prior written permission. .

~~(c)~~ **Use of Spaces D:** Space D shall be made available by Lessee for use by High School Sailing and Gorge Junior Sailing Team during the months of February through July. Lessee may use these Spaces at all other times for dinghy use/storage. A modular dock/rack system may be installed by Lessor in Space D.

9. Seasonal Tenants/Subleases. If Lessee subleases the slips in Spaces A, D, E, F and G for boat slips or dinghy storage as provided in this agreement to sub-lessees as Seasonal

Tenants (“**Seasonal Tenants**”), sublease opportunities must be advertised and made available to the public. Lessee cannot discriminate against non-Lessee members in subleasing to Seasonal Tenants including rates being charged. Lessee is responsible for the administration and management of all subleases.

Lessee shall deliver copies of all leased premises subleases to Lessor prior to execution for Lessor’s approval, and after approval by Lessor when executed. All subleases shall require the sub-lessee to comply with all terms and conditions of this lease and shall be subject to the terms of this lease.

10. Taxes. Lessee shall pay all taxes on its personal property located on the leased premises. Lessee shall pay all real property taxes of governmental units assessed against the leased premises. Lessee shall pay all such real property taxes which have been assessed and are payable during Lessee’s occupancy. Lessee shall also pay all such taxes which arise during a tax year as a result of Lessee’s occupancy, even if the lease term has ended, or if Lessee has vacated the leased premises. [Note: Under current law, Port real property is exempt from property taxation during an upcoming fiscal tax year (July 1 through June 30) unless a private party occupies such Port property on June 30. If a private party is in possession of Port property on June 30, that Port property is taxed for the entire subsequent fiscal tax year “as a result of Lessee’s occupancy”.] Although Lessee is responsible to pay real property taxes, Lessor will pay the real property taxes to the taxing authority when due and send a bill to Lessee for the amount of taxes Lessor has paid, which will be payable by Lessee to Lessor within ten days after the date of Lessor’s bill.

11. Utilities. Lessor shall not provide owner utilities for the leased premises. If Lessee requires utilities, Lessee must receive Lessor’s written permission prior to installation and is responsible for all utility charges.

12. Maintenance. Lessor will maintain all South Basin Dock Infrastructure and Common Areas in a safe and operable condition consistent with typical public marina standards to allow the use of the Leased Dock Space by Lessee. Lessor may add two additional slips to Space A at any time during the term of this lease. If additional slips are added, these will be considered part of this South Basin Dock Lease and Lessee shall pay for each additional slip, prorated for the time the slip is available to Lessee.

13. Parking. Lessee and its Seasonal Tenants may use designated parking areas on Lessor’s property for the purpose of accessing the Leased Dock Space. Lessee and its Seasonal Tenants shall not park in a manner that conflicts with other tenant parking. Lessee shall not allow any parking in the spaces adjacent to the west face of DMV Building. Lessor reserves the right to restrict other parking spaces available for Lessee and its Seasonal Tenants.

14. Liability Insurance and Hold Harmless Agreement. Lessee agrees to indemnify and save Lessor, Lessor’s Port Commissioners, officers, employees and/or agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the leased premises or from anything done by Lessee or the Seasonal Tenants at the leased premises, and will further indemnify and save Lessor harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this lease, or arising from any act of Lessee’s agents, contractors, employees, licensees, or Seasonal Tenants in or about the

leased premises, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

Lessee agrees during the term hereof to keep a policy of general commercial liability insurance in effect with respect to the leased premises with minimum coverage of one million dollars (\$1 million) combined single limits and agrees to require any Seasonal Tenants to carry insurance in a form and amount required by Lessor. Seasonal Tenant subleases for motorized vessels shall require those Seasonal Tenants to maintain watercraft liability insurance in the amount of \$500,000 and fuel spill liability in the amount of \$100,000 if the watercraft has more than 30 gallons fuel capacity. The Lessee and Seasonal Tenants policies shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, or agents as additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen days prior written notice. The Lessee's insurance policy shall name all Seasonal Tenants as additional insured. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor, which approval shall not be unreasonably withheld. A copy of Lessee's policy or certificate of insurance shall be delivered to Lessor within seven days after the date of this lease. A copy of any sublessee's policy or certificate of insurance shall be delivered to Lessor within seven days after the date of the sublease.

15. Fire Insurance and Waiver of Subrogation. If the leased premises are partially or totally destroyed by fire or other casualty, Lessor may decide to repair the leased premises, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within 30 days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the lease for the portion of the Leased Dock Space that is destroyed shall terminate 30 days after the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the lease shall continue and Lessor shall return the leased premises to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the leased premises is disrupted during Lessor's repairs a reasonable portion of the rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's or any Seasonal Tenant's property, including their fixtures or equipment. In no event shall Lessee or any sub-lessee be entitled to recover damages from Lessor related to destruction of the leased premises or related to repairs undertaken by Lessor.

Each party shall provide its own insurance protection at its own expense, and each party shall look to its respective insurance carrier for reimbursement of property loss, which may be insured against by a standard form of fire insurance with extended coverage. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

16. Lessee's/Lessor's Covenants. Lessee shall not do anything which may damage the leased premises, any systems serving the leased premises or areas owned by Lessor near the leased premises. Lessee shall not be a nuisance or a menace to others. Lessee will not create or use hazardous substances, or dispose of hazardous waste of any kind, unless in strict compliance with environmental laws and regulations. Lessee promises to comply with all laws, ordinances, and government regulations applicable to the leased premises and to Lessee's activities at the leased premises, and to comply with rules adopted by Lessor, and Lessee shall require all sub-lessees to likewise comply.

Lessee shall not attach any fixtures or make any improvements or alterations to the leased premises without describing them in writing and receiving Lessor's prior written consent.

Lessee shall not suffer or give cause for the filing of any lien against the leased premises.

17. Quiet Enjoyment. From the date the lease commences Lessee will have the right to use the Leased Dock Space consistent the terms and conditions of this lease. Lessee agrees that Lessor may make improvements to the leased premises and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the leased premises.

18. Care of Premises. Lessee shall at all times keep the leased premises in as good condition as they are in at the outset of this lease, or if improvements are made thereafter in at least as good condition as after such improvements, and shall surrender the leased premises to Lessor in such good condition, reasonable wear and tear, or loss by fire or other casualty covered by insurance excepted. At all times Lessee and all Sublessees shall conform with and enforce requirements in the 2016 Marina Moorage Rules and Regulations.

19. Fixtures and Personal Property. Unless otherwise agreed in writing, all permanent improvements now located or hereafter placed on the leased premises during the term of the lease shall be the property of Lessor, and shall remain on the leased premises at the expiration or termination of the lease, provided that Lessor reserves the right within 30 days after the lease term ends to require Lessee to promptly remove any improvements which Lessee or a sub-lessee has placed on the leased premises at Lessee's expense, in a way which does not cause damage to the leased premises.

At the expiration or earlier termination of the lease term Lessee shall remove all marine vessels and any other personal property of any kind from the leased premises. If Lessee fails to do so this shall be an abandonment of such property, and Lessor may retain the abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may effect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

20. Signs. Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the leased premises without the prior written consent of Lessor. Lessee agrees to maintain in good condition any signs or displays which are allowed.

21. Lessor's Access to Premises. Lessor shall have the right to enter upon the leased premises at all reasonable hours without notice for the purpose of inspecting it, or to make repairs, additions or alterations to the leased premises or any property owned or controlled by Lessor.

22. Waiver. One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the

consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.

23. Assignment. Lessee agrees not to assign or in any manner transfer this lease or any interest in this lease without the prior written consent of Lessor, and not to sublease the leased premises or any part thereof without like consent, which consent may be granted or denied in Lessor's discretion.

24. Default. Time is of the essence of performance of all the requirements of this lease. If any lease payment or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fourteen (14) days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the lease may be terminated at the option of Lessor. If the lease is terminated, Lessee's liability to Lessor for rents and damages shall survive such termination and Lessor may re-enter, take possession of the premises, and remove any persons or property, including any sub-lessee's, by legal action or by self help with the use of reasonable force and without liability for damages.

The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

25. Notices. Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent or to the person signing the lease on behalf of Lessee, or if addressed to Lessee, sent by certified mail with postage prepaid to the address indicated on the signature page of this lease; and if such notice is to Lessor, delivered personally to the Executive Director of Lessor or addressed to Port of Hood River, 1000 E. Port Marina Drive, Hood River, OR 97031, sent by certified mail with postage prepaid. Notice shall be deemed given on the date of personal delivery or if mailed, one day after the date of mailing.

26. Amendments. This lease may be amended only by an instrument in writing executed by all the parties, which writing must refer to this lease.

27. Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this lease.

28. Governing Law. This lease will be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-laws principles.

29. Injunctive and Other Equitable Relief. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the parties may be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

30. Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this lease must be brought against any of the parties in the Circuit Court of Hood River County, Oregon, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

31. Exhibits. The exhibits referenced in this lease are a part of this Lease as if fully set forth in this lease.

32. Severability. If any provision of this lease is invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this lease will not be in any way impaired.

33. Attorney Fees. In the event of litigation by either party to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees thereon and upon any appeal, in addition to its costs and disbursements.

34. Entire Agreement. This lease (including the documents and instruments referred to in this lease) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this lease and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

35. Authority to Execute. The person executing this Lease on behalf of Lessee warrants that they have the authority to do so.

DATED this _____ day of _____, 2016.

Lessee:

**HOOD RIVER YACHT CLUB, INC.
PMB No. 147
2149 Cascade Avenue Ste. 106A
Hood River, OR 97031**

BY:

**Brian Douglas
Its Commodore**

Lessor:

**PORT OF HOOD RIVER
1000 E. Port Marina Drive
Hood River, OR 97031
(541) 386-1645**

BY:

**Michael S. McElwee
Its Executive Director**

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TERRA SURVEYING
South Basin Dock Layout
The Port of Hood River

Exhibit 'A'



TERRA SURVEYING
 DATE: FEBRUARY 19, 2016
 SCALE: 1" = 30'
 PROJECT: 16025FLOAT
 ASSESSOR MAP: 03N10E25DC
 P.O. BOX 617
 HOOD RIVER, OREGON 97031
 PHONE: (541) 386-4531
 E-Mail: terra@gorge.net

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Commission Memo



Prepared by: Anne Medenbach
Date: May 10, 2016
Re: Local Contractor Review Board Rule Changes

In 2005 the Commission passed two resolutions addressing contracting rules for the Port.

1. Resolution 05-06-01 and Exhibits A & B adopted the provisions of Oregon Statute pertaining to the public contracting code and the Attorney General's Model Public Contracting Rules as they existed and would be later modified.
2. Resolution 05-06-02 adopted ORS and Model rules pertaining to Personal Services Contracts.

Proposed Changes:

The proposed changes to Resolution 05-06-01 incorporate legislative changes made to contracts having to do with Architects, Engineers and related services. The proposed changes to 05-06-02 are necessary to address legislative changes that clarify public contracting rules. Both of these changes are necessary for compliance with the ORS and Port policies.

Resolution 05-06-01

- a. The main body of the Resolution will remain unchanged as it adopts the current Model Rules and ORS as amended in the future and allows the Port to create its own rules for the specific circumstances listed in the exhibits.
- b. "Exhibit A" outlined Port established rules separate from the ORS and Model rules regarding surplus property, contract awards at the General Manager's discretion, emergency contracts and surplus property disposition. The Port would like to retain our own rules for these specific circumstances. The other rules that were outlined in Exhibit A already exist in the ORS and are adopted in the Resolution and do not need to be specifically called out in the exhibit.
- c. "Exhibit B" required no changes.

Resolution 05-06-02

- a. The changes required address new rules adopted by the Legislature in 2013 pertaining to contracts with Architects, Engineers and related service providers. The original resolution treated all personal service contracts equally. However, the new rules require a stand-alone process for those types of service providers listed above. The amended resolution adds that specific process and separates it from standard personal service contract procedures.

RECOMMENDATIONS:

1. Approve Resolution No. 2016-16-06 amending Resolution No. 2005-06-01, Exhibit A titled "Adopting Public Contracting Rules and Rules of Procedure for Public Contracting."
2. Approve Resolution No. 2016-16-07 amending Resolution No. 2005-06-02 titled "Establishing Procedural Rules for Personal Services Contracts."

**PORT OF HOOD RIVER
RESOLUTION NO. 2015-16-6**

**A resolution amending Port Resolution 2005-06-2
Establishing Procedural rules for Personal Services Contracts**

WHEREAS, ORS 279C.100 through ORS 279C.125 governs Architectural, Engineering, Photogrammetric Mapping, Transportation Planning, Land Surveying and Related Services and the Port of Hood River ("Port") wishes to amend its Personal Services Contracts Resolution No. 2005-06-2, a copy of which is attached hereto, in order to comply with current Oregon Law;

THEREFORE, IT IS RESOLVED THAT:

Port of Hood River Resolution No. 2005-06-2 is hereby amended as follows:

1. Subsection (1)(b) shall be amended as follows:

All of subsection (1)(b) shall be stricken and in its place the following shall be inserted: "Contracts for Architectural, Engineering, Photogrammetric Mapping, Transportation Planning, Land Surveying and Related Services shall not be considered personal services contracts regulated under paragraphs (1) and (2) of this resolution and instead are covered under subsection (3) of this Resolution, as amended."

2. Subsection (3) shall be added, prior to the last paragraph stating "These rules replace and supersede any prior rules adopted by the Port for award of personal services contracts" and shall state as follows:

(3) Architectural, Engineering, Photogrammetric Mapping, Transportation Planning, Land Surveying and Related Services

The Port adopts the provision of ORS 279A, 279B, and 279 ("Public Contracting Code") and the Oregon Attorney General's Model Public Contracting Rules ("Model Rules") as the contracting rules for the Port, as such Model Rules and Public Contracting Code now exist or are later modified which apply to Architectural, Engineering, Photogrammetric Mapping, Transportation Planning, Land Surveying and Related Services.

Pursuant to ORS 279C.105, the Port adopts the following procedures currently provided in the Public Contracting Code and Model Rules to screen and select persons to perform architectural, engineering, photogrammetric mapping, transportation planning or land surveying services and related services:

- a. Direct Appointment. For projects with an estimated cost for services which does not exceed \$100,000, emergencies as defined under ORS 279B.080, for existing projects being continued with a total cost under \$250,000, and as permitted under OAR 137-048-0200, the Executive Director may directly appoint a consultant, including a consultant from the consultant list under subsection (f).
- b. Informal Selection Procedure (ISP). For contracts under \$250,000 and not meeting the thresholds for Direct Appointment, the Port will use the Informal Selection Procedure as provided in OAR 137-048-0210.

- c. Selection Process for ISP. In selecting consultants under the Informal Selection Procedure, the Port shall issue a RFP to a minimum of 5 consultants, if available. If five prospective consultants are not available, a written record of efforts to locate prospective consultants will be produced and maintained. The Port may evaluate proposals based on, but not limited to, the following criteria:
 - 1. Specialized experience, capabilities and technical competence;
 - 2. Available resources;
 - 3. Record of past performance;
 - 4. Availability of staff;
 - 5. Familiarity and availability to project locale;
 - 6. Project management techniques.

 - d. Formal Selection Procedure (FSP). For contracts that exceed \$250,000 and do not meet the thresholds for Direct Appointment, the Port will use the Formal Selection Procedure as provided in OAR 137-048-0220.

 - e. Selection Process for FSP. For the Formal Selection Procedure, the Port shall advertise the Request for Proposals ("RFP"), or Request for Qualifications ("RFQ") followed by the RFP pursuant to OAR 137-048-0220. The proposals received will then be ranked and the top proposer interviewed. Contract negotiation will begin with the highest ranked proposer.

 - f. Consultant List. The Port shall receive statements from consultants describing their qualifications pursuant to OAR 137-048-0120. The Port shall use these statements, as well as information from prior contracts, to maintain a list of consultants, updated at least once every two years, which may be used for Direct Appointment or other selection procedures.
3. Except as amended by this Resolution, the remainder of Port of Hood River Resolution No. 2005-06-2 is hereby ratified and shall remain in full force and effect.

ADOPTED BY THE BOARD OF COMMISSIONERS, ALSO ACTING AS THE PORT OF HOOD RIVER LOCAL CONTRACT REVIEW BOARD this 10th day of May, 2016.

 Brian Shortt, President

 Fred Duckwall, Vice President

 Jon Davies, Secretary

 Richard McBride, Treasurer

 Hoby Streich

**PORT OF HOOD RIVER
RESOLUTION NO. 2005-06-2**

Establishing Procedural Rules For Personal Services Contracts

WHEREAS, under ORS 279A.070 the Port of Hood River ("Port") wishes to establish its own rules of procedure governing Port personal services contracts;

THEREFORE, IT IS RESOLVED THAT:

Personal services contracts, as defined hereafter, entered into by the Port will be governed by the following procedures for the screening and selection of persons to perform personal services:

1. Personal Services Contracts Definition:

A contract for "personal services" is a contract that calls for specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.

(a) Personal services contracts shall include, but are not limited to, the following:(a) Contracts for services performed in a professional capacity including services of an accountant, attorney, insurance agent of record, physician or dentist, information technology consultant, environmental consultant, or broadcaster;

(b) Contracts for services of a surveyor, engineer, or architect;

(1) These procedures for screening and selection of a surveyor, engineer, or architect, or for related services, shall apply for a new project, or continuation of a project as provided in ORS 279C.115, if the project amount is less than \$10 million, subject however to the provisions of subparagraph (2) below.

(2) The procedures which apply to a local contracting agency in ORS 279C.110 shall apply to a contract for services of a surveyor, engineer, or architect, or for related services if the Port will receive grants, loans or moneys from the State Highway Fund and the value of the project exceeds \$400,000, as provided in ORS 279C.110(2), or if other government grants or loans require compliance with 279C.110 provisions. In such cases the procedures set forth in ORS 279C.110, 279C.115 and 279C.120 for screening and selection shall be used, unless the Port modifies such procedures as allowed under those sections for a particular contract.

(c) Contracts for services as an artist; photographer, film maker, weaver, or sculptor;

(d) Contracts for services that are specialized, creative and research oriented;

(e) Contracts for services as a consultant;

(f) Contracts for educational services.

The Port shall have discretion to determine whether a particular type of contract or service is a personal services contract.

2. Screening and Selection Procedures for Personal Services Contract:

The Port may select a person, firm or group to perform a personal services contract on the basis of availability, cost or qualifications to perform the type of service required, or a combination of those factors, in the Port's discretion. When entering into a personal services contract the Port shall describe the scope of work, work schedule, and cost parameters. Screening and selection procedures may include a consideration of the following factors:

- (a) Specialized experience, capabilities or technical competence available to meet project requirements;
- (b) Resources available to perform the work, including any specialized services, within the applicable time limit;
- (c) Record of past performance, including but not limited to price and cost experience from previous projects, quality of work, ability to meet schedules, cost control and contract administration;
- (d) Availability to perform the work in a timely manner;
- (e) Familiarity with the project locale;
- (f) Proposed project management techniques.

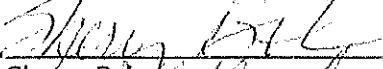
The Port may select an individual, firm or group satisfactory to the Port without considering more than one personal services contract provider, in the Port's discretion. In such case, the compensation level paid must be reasonable and fair to the Port, as determined solely by the Port.

If competitive proposals are received for personal services contracts, qualifications to perform the contract shall be of primary importance. If the Port determines that the services offered by two or more individuals or firms are equally able to meet the Port's needs and are of equal value, the Port should award the contract to the individual or firm offering the service at the lowest price.

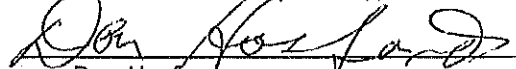
The Port may solicit proposals by personal service providers by any method the Port deems appropriate, including soliciting requests for qualifications or requests for proposals, either formally or informally.

These rules replace and supersede any prior rules adopted by the Port for award of personal services contracts.


ADOPTED BY THE BOARD OF COMMISSIONERS this 19 th day of July, 2005.




Sherry Bohn




Don Hosford



Fred Duckwall



Kathy Watson



Hoby Stretch

**PORT OF HOOD RIVER
RESOLUTION NO. 2015-16-7**

A resolution amending Exhibit A of Port of Hood River Resolution No. 2005-06-1. A copy of the first page of Resolution No. 2005-06-1 is attached hereto, titled "Adopting Public Contracting Rules and Rules of Procedure for Public Contracting."

WHEREAS, the Oregon Legislature and Department of Justice have made amendments to the Public Contracting Code and Model Rules since 2005 and the Port of Hood River ("Port") wishes to make the following modifications to Exhibit A of Port of Hood River Resolution No. 2005-06-1;

NOW, THEREFORE, BE IT RESOLVED:

Exhibit A of Port of Hood River Resolution No. 2005-06-1 shall be stricken and the following Exhibit A inserted in its place, as part of Resolution No. 2005-06-1:

Exhibit A

Section 1. Public Contracting Rules for the Port of Hood River ("Port")

1.1 General Provisions. Except as otherwise provided by these Rules, the powers and duties of the Port Commission as Contract Review Board ("Board" or "Commission") will be exercised by the Board and the powers and duties given or assigned to contracting agencies by Oregon statute or the Attorney General's Model Rules will be exercised by the Port Executive Director acting as the Port's agent, or the Executive Director's designee. In some cases the Executive Director may refer a decision on a particular contract to the Commission for approval, in the Executive Director's discretion. For the purpose of these rules, the Executive Director shall mean the Port Executive Director, or the Executive Director's designee.

1.2 Surplus Property.

- a. General Methods. Surplus property may be disposed of by the Executive Director by any of the following methods upon a determination by the Executive Director that the method of disposal is in the best interest of the Port. Factors that may be considered by the Executive Director include costs of sale, administrative costs, and public benefits to the Port. The Executive Director shall maintain a record of the reason for the disposal method selected, and the manner of disposal, including the name of the person to whom the surplus property was transferred. Methods of disposal of surplus property shall include:
 - b. Governments. Without competition, by transfer or sale to another public agency.
 - c. Auction. By publicly advertised auction to the highest bidder.

- d. Bids. By public advertised invitation to bid.
- e. Liquidation Sale. By liquidation sale using a commercially recognized third-party liquidator selected in accordance with rules for the award of personal services contracts or using Port staff.
- f. Fixed Price Sale. The Executive Director may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.
- g. Trade-In. By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.
- h. Donation. By donation to any organization operating within or providing a service to residents of the Port which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- i. Minimal Value. Surplus property which has a value of less than \$500, or for which the costs of sale are likely to exceed sale proceeds may be disposed of by any means determined to be cost-effective, including by disposal as waste. The official making the disposal shall make a record of the estimated value of the item and the manner of disposal.
- j. Restriction on Sale to Port Employees. Port employees shall not be restricted from competing, as members of the public, for the purchase of publicly sold surplus property, but shall not be permitted to offer to purchase property to be sold to the first qualifying bidder until at least three days after the first date on which notice of the sale is first publicly advertised.
- k. Conveyance to Purchaser. Upon the consummation of a sale of surplus personal property, the Port shall make, execute and deliver, a bill of sale signed on behalf of the Port, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

The foregoing notwithstanding, if the Executive Director or Port Commission negotiates with one or more private or public entities to arrange for the use, operation, maintenance or ultimate lawful disposition of personal property owned or controlled by the Port, before approving a contract, agreement or cooperative arrangement, the Port Commission shall make a finding that the contract, agreement or arrangement will promote the economic development of the Port, the Port District or another public body that performs functions similar to Port functions, as provided in ORS 279A.185(2).

1.3 Contracts Subject to Award at General Manager’s Discretion.

The following classes of contracts may be awarded by the Executive Director in any manner which the Executive Director deems appropriate to the Port’s needs, including, but not limited to, by direct appointment, purchase, private negotiation, from a qualified pool, or using a competitive process. Except where otherwise provided the

Executive Director shall make a record of the method of award.

- a. Concession Agreements. Contracts for concessions.
- b. Advertising. Contracts for the placing of notice or advertisements in any medium.
- c. Amendments. Contract amendments shall not be considered to be separate contracts if made in accordance with Port Public Contracting Rules, the Public Contracting Code or Model Rules.
- d. Copyrighted Materials; Library Materials. Contracts for the acquisition of materials entitled to copyright, including, but not limited to works of art and design, literature and music, or materials even if not entitled to copyright.
- e. Equipment Repair. Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.
- f. Government Regulated Items. Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.
- g. Non-owned Property. Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the Port.
- h. Specialty Goods for Resale. Contracts for the purchase of specialty goods by Port for resale to consumers.
- i. Sponsor Agreements. Sponsoring agreements, under which the Port receives a gift or donation in exchange for recognition of the donor.
- j. Structures. Contracts for the disposal of structures located on Port-owned property.
- k. Temporary Extensions or Renewals. Contracts for a single period of one year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.
- l. Used Property. The Port, for procurements up to \$10,000, upon receiving prior Commission approval, may contract for the purchase of used property by negotiation if such property is suitable for the Port's needs and can be purchased for a lower cost than substantially similar new property. For this purpose the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the Port. The Executive Director shall record the findings that support the purchase.
- l. Utilities. Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities
- m. Insurance Contracts. Contract with insurance brokers or directly with insurance companies

ADOPTED BY THE BOARD OF COMMISSIONERS this 10th day of May, 2016.

Brian Shortt, President

Fred Duckwall, Vice President

Jon Davies, Secretary

Richard McBride, Treasurer

Hoby Streich

**PORT OF HOOD RIVER
RESOLUTION NO. 2005-06-1**

Adopting Public Contracting Rules and Rules Of Procedure For Public Contracting

WHEREAS, the Port of Hood River ("Port") is an Oregon special district which is subject to Oregon's public contracting rules; and

WHEREAS, in 2003 the Oregon Legislature substantially revised the Oregon Public Contracting Code ("Public Contracting Code"), and most of these revisions took effect March 1, 2005; and

WHEREAS, after March 1, 2005, the Port's prior public contracting rules became void, and the Port may adopt new public contracting rules consistent with the revised Public Contracting Code; and

WHEREAS, ORS 279A.065(5) provides that a local contracting agency may adopt its own rules of procedure for public contracts that:

(A) Specifically state that the model rules adopted by the Attorney General do not apply to the contracting agency; and

(B) Prescribe the rules of procedure that the contracting agency will use for public contracts, which may include portions of the model rules adopted by the Attorney General;

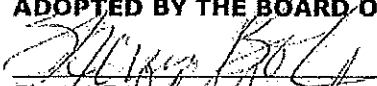
NOW, THEREFORE, BE IT RESOLVED:

1. That, except as otherwise provided herein, the Port hereby adopts the provisions of ORS 279A, 279B, and 279C (Public Contracting Code), and the Oregon Attorney General's Model Public Contracting Rules ("Model Rules") as the contracting rules for the Port, as such Model Rules and Public Contracting Code now exist or are later modified.

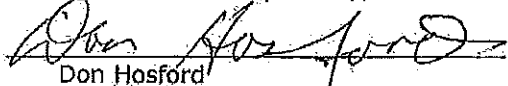
2. That the Port affirmatively adopts the public contracting rules described in Exhibit A, and the findings described in Exhibit B, which are attached to this Resolution and incorporated herein by reference. The Rules described in Exhibit A shall be in addition to, and shall supersede any conflicting provisions in the Model Rules unless a provision violates the Public Contracting Code.

3. That the Port shall regularly review changes in the Public Contracting Code and the Model Rules to ensure that the Rules adopted in Exhibit A are consistent with current law.

ADOPTED BY THE BOARD OF COMMISSIONERS this 19 th day of July, 2005.



Sherry Bohn



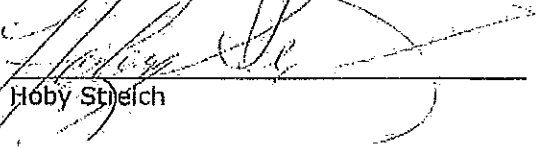
Don Hosford



Fred Duckwall



Kathy Watson



Hobby Stiefel

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