

PORT OF HOOD RIVER COMMISSION
Tuesday, September 1, 2015
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 August 18, 2015 Regular Session – [Laurie- Page 3](#)
 - b. Approve Lease with Ken Peterson at Big 7 Building – [Anne - Page 7](#)
 - c. Approve Lease Amendment No. 1 with RBS at Jensen Building – [Anne -Page 19](#)
 - d. Approve Lease Amendment No. 1 with Big Winds at Jensen Breezeway – [Anne - Page 23](#)
 - e. Approve Lease Amendment No. 2 to Hangar Lease with Cloud Cap Technology, Inc. at Ken Jernstedt Airfield – [Anne - Page 27](#)
 4. Reports, Presentations and Discussion Items
 - a. Trail Project Updates – [Liz- Page 31](#)
 5. Director’s Report – [Michael - Page 33](#)
 6. Commissioner, Committee Reports
 - a. Marina Ad-hoc Committee (August 20) – [Michael - Page 45](#)
 - b. Waterfront Recreation Committee (August 26) – [Commissioner McBride](#)
 7. Action Items
 - a. Approve Contract with Gorge Web Design for Website Redesign – [Genevieve - Page 49](#)
 - b. Approve Contract with Allied Maintenance for Janitorial Services Not to Exceed \$49,140.00 – [Anne - Page 65](#)
 - c. Approve Contract for Excavation and Haul Services at Hanel Mill – [Anne - Page 67](#)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations
 10. Possible Action
 11. Adjourn

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

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

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Port of Hood River Commission
Regular Session Meeting Minutes of August 18, 2015
Marina Center Boardroom

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

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

Absent: None

Media: None

- 1. Call to Order:** President Shortt called the Regular Session meeting to order at 5:00 p.m.
- a.** Modifications, Additions to Agenda: The contract amount for Consent Agenda item d. related to janitorial services was clarified and Consent Agenda item e. related to a contract for HVAC units at the Jensen Building was pulled.
- b.** Oath of Office – Commissioner Hoby Streich, who was re-elected in May to a four year term beginning July 2015, was sworn in by Notary Public Jean Hadley.

2. Public Comment: Russ Werner is negotiating with Dwayne Troxel (Cascade Natives) to purchase the building commonly referred to as the “Blue Hangar” at the Ken Jernstedt Airfield. Werner is willing to take the hangar ‘as is’ and also willing to make repairs to enhance the Port’s asset. The hangar is under a ground lease and Werner said he is aware of the Port’s interest in acquiring the hangar and modifying lease language. Werner believes he can meet current requirements for spray applications; however if the lease term is modified he would have requests in order to make the deal pencil out for his investment. Werner was thanked for his comments and informed that staff would be following up with him.

Linda Maddox addressed the Commission regarding Lot 1—she inquired if the bioswale and utilities could be co-located; regarding the number of parking spaces she recommended that inland and street spaces be counted separately; and because the northeast corner close to the Event Site is so busy she recommended keeping the entire corner open. Regarding the large vessel enquiring about winter moorage, Maddox suggested the contract include liability language should damage to Port facilities occur as a result of winter storms. Maddox also voiced her concern regarding site plans she had seen at the City and what appears to be just a 4-1/2 to 5 feet wide sidewalk at the Hattenhauer property trail connection.

- 3. Consent Agenda:**
 - a. Approve Minutes of August 4, 2015 Regular Session
 - b. Approve Tom Lichty Account Write-off in the Amount of \$208.49
 - c. Approve Accounts Payable to Jaques Sharp Attorneys at Law in the Amount of \$7,527.00
 - d. Approve Amendment No. 1 to Contract with Allied Maintenance LLC for Janitorial Services, New Contract Amount Not to Exceed \$6,400.00 [clarified the amendment was in the amount of \$3,000 for a total revised contract not to exceed \$6,400]
 - e. ~~Approve Contract with A&E Heating and Air, Inc. for HVAC Units at Jensen Building Not to Exceed \$16,900.00 [this item was pulled from the Consent Agenda]~~

Motion: Move to approve Consent Agenda as amended
Move: Duckwall
Second: McBride

Discussion: Davies cited a potential conflict of interest with the Accounts Payable item due to his Columbia River Insurance client relationship with Jaques Sharp Attorneys at Law

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

MOTION CARRIED

4. Reports, Presentations and Discussion Items

a. Bridge Projects Update: Facilities Manager John Mann reported on the recently completed Fracture Critical inspection by David Evans and Associates. Overall it was a good inspection with no immediate red flags. Mann summarized that deck welds are holding; however, some lift span welds are breaking and the Port will be doing test welds and replacing deck clips that are broken; railings that have been hit and are flattening out are a concern and installation of bridge width and weight limit signage have been recommended for SR14, I-84, and Hwy 35; lift span rocker pins are in need of adjustment and cracked knee braces that keep trusses from rolling need repair. Mann reported that above-deck work can be handled by Port crews while below-deck work will need to be contracted. A final report on the Fracture Critical inspection should be received in about three months.

David McCurry, HDR Engineering, provided a PowerPoint presentation to update the Commission on task orders and field work to be done, addressed vulnerabilities, cost estimates and phasing of projects in a 2-year work plan and 3-year preservation model. The auxiliary truss repair, which is on the agenda as an Action Item, was discussed-- bid specifications are anticipated this winter and construction (most work will be below the bridge deck with little traffic disruption) beginning spring of 2016 through the summer. McCurry stated that he would be contacting David Evans and Associates to review findings on the Fracture Critical inspection.

b. Preliminary Financials for FY Ending June 30, 2015: Chief Financial Officer Fred Kowell reviewed the June 30, 2015 preliminary financials stating that overall, the Port is in line with its budget for FY 2014-15. With respect to Personnel Services, the Port is well within its appropriation and that many asset centers were close to budget but the Marina, Marina Park, and Event Site were under budget. Materials and Services (M&S) was under budget by 16% but that was after the Budget Transfer, which moved Budget Appropriations from CIP to M&S. Some capital projects were under budget as some took longer than budgeted to proceed to construction, such as the Nichols Basin West Edge Trail and the ODOT Pedestrian Bridge projects, and the toll system improvements took longer than anticipated to acquire a consultant to assist the Port in moving forward with a system upgrade. Kowell also noted that some projects have been reevaluated and rescheduled. On the revenue side, bridge revenues tracked according to forecast; leased properties taken as a whole are in line with the budget; airport revenues will exceed budget with regard to lease revenues and reimbursed utility costs, and grant revenues are under budget due to the delay in Airport Master Planning process. Kowell anticipates there will be some audit and year-end adjustments but he does not believe these adjustments will be material in nature.

c. OneGorge Update: Genevieve Scholl, Communications & Special Projects Manager, reviewed the advocacy efforts undertaken this legislative session by the OneGorge coalition, a group comprised of nearly 100 individuals with a list that is growing steadily. Scholl also reviewed upcoming activities, such as refreshing the list of top regional priorities and the ensuing new round of Fact Sheets resulting from this list. Scholl also mentioned the "Gorge(ous) Night Out" event that was held in Salem is now being planned for Olympia. During the legislative break, OneGorge's biggest challenge will be fostering increased participation from the private sector and Scholl asked for Commission support in outreach efforts to encourage more awareness and participation. [www.onegorge.org]

5. Director’s Report: McElwee reported that John Mann, Facilities Manager, would be acting Executive Director while he and Fred Kowell are out of the office the week of August 24. A public open house on Lot 1 is being planned for September 15, a Commission meeting night, and McElwee proposed rescheduling the regular session meeting to the following Tuesday, September 22. McElwee then commented on the Nichols Basin West Edge Trail connection stating that both financial and design resolutions had not been reached. McElwee reviewed his draft FY 15/16 Work Plan in detail receiving comments from the Commission.

6. Commissioner, Committee Reports:

a. Urban Renewal Agency: Commissioner Streich reported a meeting was not held August 10. He did, however, participate in an Advisory Committee meeting; stated the URA is looking at purchasing (versus rotating) the art piece at the restroom on State Street, and that the final stages of a park purchase at the Naito project is moving forward. Streich offered to provide an update on the Nichols Basin trail connection at the September 1 Commission meeting.

7. Action Items:

a. Approve Amendment #1 to the Contract with HDR Engineering for Services Associated with Repair of Hood River Bridge Auxiliary Trusses Not to Exceed \$99,928 Plus Reasonable Expenses: McElwee noted the Master Agreement approved by the Commission on June 2, 2015 anticipated but did not include the task of engineering analysis, plans and specifications associated with the repair of four auxiliary truss connections. This project has been included in the Port’s FY 15/16 budget and is part of the near-term Bridge work plan. Staff recommends approval of Task Order 5, which is a Master Contract amendment.

Motion: Move to approve Amendment #1 (Task Order 5) to the contract with HDR Engineering for services associated with repair of Hood River Bridge auxiliary trusses not to exceed \$99,928 plus seasonable reimbursable expenses

Move: Duckwall

Second: Streich

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

MOTION CARRIED

b. Approve Amendment No. 7 to Executive Director Contract: A CPI adjustment of 2.3% in FY 15/16 to the Executive Director’s contract was recommended for approval.

Motion: Move to authorize Amendment No. 7 to the Employment Agreement with the Executive Director

Move: Duckwall

Second: Davies

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

MOTION CARRIED

c. Approve Intergovernmental Agreement with State of Oregon Business Development Department Subject to Final Changes Approved by Legal Counsel: The Port completed its Strategic Business Plan in January 2014 and since that time has been in periodic negotiation with Oregon Business

Development Department (OBDD) staff about the form and content of a final Intergovernmental Agreement (IGA) between the Port and the Oregon Infrastructure Finance Authority. Taken together, these documents intend to demonstrate that all Oregon ports are being managed well and are responsive to public agency laws, policies and best practices. McElwee commented that, as of this morning, the OBDD Ports Division Manager had approved the IGA. Legal Counsel Jerry Jaques commented that he had reviewed the IGA and was not recommending any changes.

- Motion:** Move to approve Intergovernmental Agreement with State of Oregon Business Development Department
 - Move:** Streich
 - Second:** McBride
 - Vote:** **Aye:** Davies, Duckwall, McBride, Shortt, and Streich
- MOTION CARRIED**

8. Commission Call: McBride reported a ride-along with a fruit hauler, who pointed out various bridge conditions related to truck mirrors and bridge ladders, to be very informative. Kowell clarified for Streich the bridge tolls for dually pickups and single/dual axle trailers. Marina Manager Laurie Borton confirmed for Shortt that temporary moorage was offered to the Fetkenhour’s (see August 4 public comment) through a sublease.

9. Executive Session: Regular Session was recessed at 7:00 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Property Transactions.

10. Possible Action: The Commission was called back into Regular Session at 7:30 p.m. No action was taken as a result of Executive Session.

- Motion:** Move to adjourn
 - Move:** Davies
 - Second:** Duckwall
 - Vote:** **Aye:** Davies, Duckwall, McBride, Shortt, and Streich
- MOTION CARRIED**

11. Adjourn: President Shortt adjourned the meeting at 7:30 p.m.

Respectfully submitted,

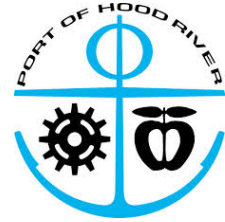
Laurie Borton

ATTEST:

Brian Shortt, President, Port Commission

Jon Davies, Secretary, Port Commission

Commission Memo



Prepared by: Anne Medenbach
Date: September 1, 2015
Re: Lease - Ken Peterson

At the August 18 meeting, the commission directed staff to move forward with lease negotiations with Mr. Ken Peterson for Suite 102 of the Big 7 Building. The lease is attached and has been reviewed by both Mr. Peterson and legal counsel.

RECOMMENDATION: Approve six-month lease with Ken Peterson for Suite 102 at the Big 7 Building.

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LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as “Lessor,” and Ken Peterson, hereinafter referred to as “Lessee.”

- 1. **Description.** In consideration of the covenants of the parties, Lessor leases to Lessee approximately 500 square feet of space in Lessor’s building commonly known as Suite 102 in the Big 7 Building (“building”) located at 616 Industrial Avenue, Hood River, Oregon (“Leased Premises”). The Leased Premises are identified in the attached “Exhibit A.”

Building Address: “Big 7”
616 Industrial Avenue
Hood River, OR 97031

Tenant Suite: 102

Approximate Square footage: 500

The Leased Premises are identified in the attached “Exhibit A.”

2. Term.

Lease Commencement Date: August 21, 2015

Lease Expiration Date: February 29, 2016

Renewal Options: One (1) six (6) month option

Renewal Notice Requirement: Ninety (30) days

The lease term shall be for the period commencing on **August 21, 2015** and continuing through February 29, 2016. 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 six months, through August 31, 2016, 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 30 days prior to the lease termination date. Should Lessee exercise the option to renew the lease, the lease rate will decrease for the renewal term down to \$0.50/s.f. per month.

- 3. **Rental.** Monthly Rent for the Leased Premises will be the following Monthly Base Rates, as set forth below:

<u>Building Unit</u>	<u>Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rate</u>
102	500	\$0.60	\$300.00

All rental amounts are payable in advance on the first day of each month, beginning on August 21, 2015.

4. **Use.** Lessee shall use the Leased Premises for wood working and storage of wood, wood working tools and wood products. The Leased Premises shall not be used for any other purposes without the written consent of Lessor.
5. **Leased Premises Improvements.** Lessor will install one 220 amp plug in the Leased Premises.
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. [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 for gas and electricity used or consumed by Lessee on the Leased Premises. If electric, water, sewer or gas utility service 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 who are using the same utilities in common with Lessee. Lessor agrees to provide Lessee with calculations for utility allocations and agrees to consider a different allocation formula for the lease space if it is reasonably shown that the charges for utility service would be more or less based upon machinery or employee numbers in other lease space in the building. Trash removal service are Lessee's responsibility. 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 place flammable materials of any kind, including but not limited to flammable chemicals, paper, cardboard, wood or wood products, or fabrics, separately or combined with other materials, within six feet of any radiant heat piping in 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 agrees 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 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.** 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 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.
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.** This Lease or any interest therein will not be assigned, subleased, or otherwise transferred by Lessee except with the prior written consent of Lessor, which consent may be granted or denied in Lessor's sole discretion.
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. **Fixtures and Personal Property**
- 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 tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at will upon written notice from Lessor given to Lessee not less than 7 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.
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 or sent by certified mail with postage prepaid to Lessee's address indicated on the signature page of this lease; and if such notice is to Lessor, delivered personally to the Executive Director of Lessor, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to Lessor's 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 legal action filed by a party or may be resolved by mediation if both parties agree in writing. If the parties agree to use a mediator they will each pay one half the costs of mediation. If agreed-upon mediation 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 any legal action filed in court or in any arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney’s fees and costs and disbursements incurred before or at trial, or in an arbitration proceeding.

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 this ____ day of _____, 2015.

Lessee:
Ken Peterson

Phone:
Email:

BY:

Name: Ken Peterson

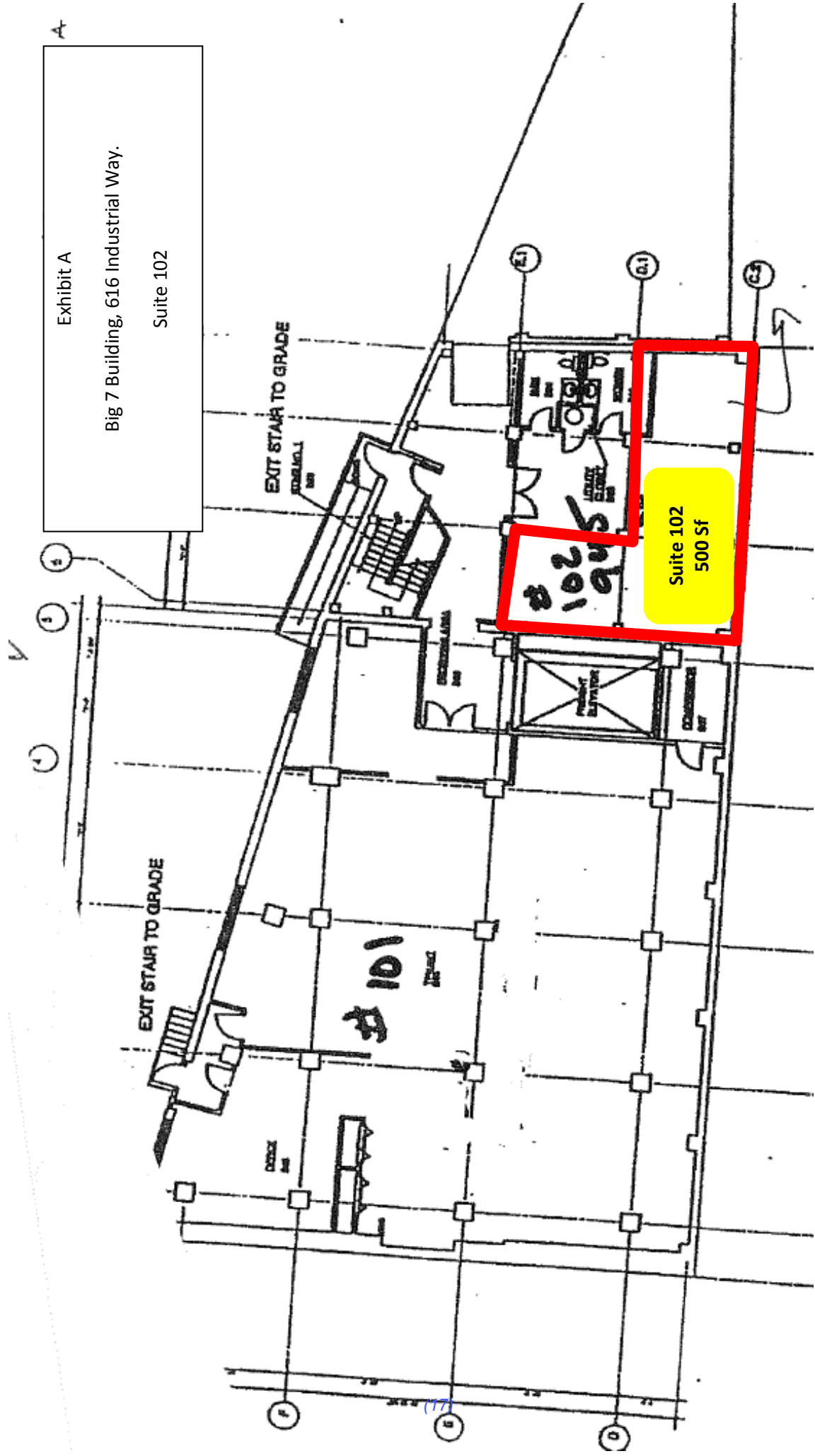
Lessor:
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
541-386-1645
porthr@gorge.net

BY:

Name: Michael McElwee
Title: Executive Director

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Exhibit A
Big 7 Building, 616 Industrial Way.
Suite 102



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Commission Memo



Prepared by: Anne Medenbach
Date: September 1, 2015
Re: Lease Amendment No. 1 – Robichaud Batten Systems, Inc.

Robichaud Batten Systems Inc., (RBS) has been a tenant in the Jensen Building since 2010. They lease 9,543 sf of production space and 1,391 space of office space. Their original lease had one five-year extension option, which they would like to exercise. Resulting from negotiations with staff, they will now also be on a true NNN lease which adds use charges for water, sewer and garbage. Staff also changed the CPI language to match the Portland index rather than the U.S. city average.

As additional background, RBS has been a good tenant; they pay on time and have improved the building electrical systems. Their business is doing well and they are expanding into a couple of new overseas markets.

RECOMMENDATION: Approve Lease Amendment No. 1 with Robichaud Batten Systems Inc.

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FIRST AMENDMENT TO LEASE

Whereas: On October 1, 2010, the Port of Hood River, an Oregon municipal corporation, as Lessor, and Robichaud Batten Systems Inc., an Oregon corporation, as Lessee, entered a lease of premises known as Tenant Space 101 in the Jensen Building located at 400 Portway Avenue, Hood River, Oregon (“lease”) for a term expiring on September 30, 2015, with one (5) year renewal option; and

Whereas, effective October 1, 2015, Lessee wishes to renew the lease for one (5) year term, expiring September 30, 2020; and

Whereas, Lessor would like to amend Section 4 , “Rental” of the lease, to reflect the Portland City average CPI rather than a nationwide average; and

Whereas, Lessor would like to amend Section 7, “Utilities” of the lease, to reflect a pass through of all utilities used by Lessee including garbage, water and sewer;

Therefore, the parties agree to amend the Lease effective October 1, 2015, to extend the lease term through September 30, 2020, and as follows:

1. Section 4. “Rental” is amended to read as follows: replacing paragraph 3, which begins with the word “Beginning,” with the following paragraph.

Beginning on October 1, 2016, and on October 1 thereafter each year this lease is in effect, 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.

2. Section 7. Utilities paragraph is replaced in its entirety to read as follows: 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 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. Lessee shall pay Lessor a flat rate for sewer, water and garbage service equal to the standard basic domestic service rate charged by the service provider. 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.

Except as modified by this First Amendment to Lease, all terms and conditions of the lease shall remain in full force and effect.

Dated, this ____ day of _____, 2015

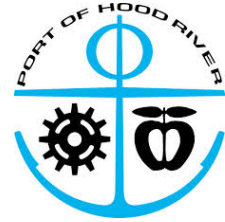
Lessee, Robichaud Batten Systems, Inc.

Lessor, Port of Hood River

By: _____
Romeo Robichaud
President
Date _____

By: _____
Michael S. McElwee
Executive Director
Date _____

Commission Memo



Prepared by: Anne Medenbach
Date: September 1, 2015
Re: Lease Amendment No. 1 – Big Winds

Big Winds Hood River Inc. has been a tenant in the Jensen Building Breezeway Units since the beginning of the summer. They are currently on a month-to-month lease for two small units, totaling 1,080 sf. They would like to add the 144 sf unit that is located between their two units to their lease. This will add \$25.00 per month to their monthly lease amount.

RECOMMENDATION: Approve Lease Amendment No. 1 with Big Winds, Hood River, Inc.

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FIRST AMENDMENT TO LEASE

Whereas: On March 13, 2015, the Port of Hood River, an Oregon municipal corporation, as Lessor, and Big Winds, Hood River Inc., an Oregon corporation, as Lessee, entered a lease of premises known as the Breezeway Units 1 & 3 at the Jensen Building, located at 400 Portway Avenue, Hood River, Oregon ("Lease") on a month to month basis; and

Whereas, Lessee would like to add Unit #2 to the lease, consisting of 144 sf, see exhibit A;

Therefore, the parties agree to amend the Lease effective September 1, 2015, as follows:

1. Section 1, Description, shall be modified to read as follows: In consideration of the covenants of the parties, Lessor leases to Lessee approximately 1,224 square feet of space in Lessor's building commonly known as Units 1, 2 and 3 in the Jensen Breezeway ("Building") located at 400 Portway Ave., Hood River, Oregon ("Leased Premises"). The Leased Premises are identified in the attached "Exhibit A."
2. Section 3, Rental, shall be modified to read as follows:

<u>Building Unit</u>	<u>Square Footage</u>	<u>Monthly Base Rate</u>
1, 2 & 3	1,224	\$225.00

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

Dated, this _____ day of _____, 2015.

Big Winds, Hood River, Inc.

Port of Hood River

By: _____
Steve Gates
President

By: _____
Michael S. McElwee
Executive Director

Date _____

Date _____

“EXHIBIT A”

Unit 8 288 sf	Unit 7 192 sf	Unit 6 192 sf	Unit 5 516 sf	Unit 4 324 sf	Unit 3 732 sf Big Winds	Unit 2 144 sf BW	Unit 1 348 sf BW
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Commission Memo



Prepared by: Anne Medenbach
 Date: September 1, 2015
 Re: Hangar Lease Amendment No. 2 - Cloud Cap

Cloud Cap Technology Inc. has been a tenant in the Helicopter Hangar at the Ken Jernstedt Airfield since 2011. They would like to extend their lease for another three years.

The hangar is in good shape and is located in an area that is not designated in the new Master Plan as ready for redevelopment. It is between the SDS hangar and the C block of T-Hangars (see map).

Cloud Cap Technology has been a steady tenant and they continue to have a good relationship with the Port.

RECOMMENDATION: Approve Lease Amendment No. 2 to Hangar Lease with Cloud Cap Technology Inc.



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SECOND AMENDMENT TO HANGAR LEASE

Whereas, the Port of Hood River, an Oregon municipal corporation, as Lessor, and Cloud Cap Technology, Inc., an Oregon corporation, as Lessee, entered a lease of premises known as the Helicopter Hangar at the Ken Jernstedt Airfield, located at 3602 Airport Drive, Hood River, Oregon (“lease”) for a term commencing on July 1, 2011 and expiring on June 29, 2013; and

Whereas, on April 8, 2013, lease Addendum No. 1 was executed, that extended the lease term through June 29, 2016, modified the lease rate, and added a CPI increase; and

Whereas, Lessee would like to extend the lease for a three (3) year period, expiring on June 29, 2019;

Therefore, the parties agree to amend the lease effective September 1, 2015, as follows:

- 1. Section 2, “Term,” shall be modified to read as follows: This lease shall be for a period commencing June 30, 2011 and continuing through June 29, 2019.
- 2. The following new Section 22 shall be added to the end of the lease prior to the lease date:

22. Compliance With FAA Nondiscrimination Requirements And Other FAA Requirements.

Lessee agrees that Lessee’s rights are subject to, and Lessee will comply with, any federal aviation laws and any FAA rules, regulations or grant conditions affecting Lessor or use of Lessor’s airport now or hereafter in effect. Lessee specifically agrees that:

- A. Tenant for Tenant, Tenant’s heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on or at the premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits (“facilities”), Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- B. Tenant for Tenant, Tenant’s heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or

otherwise be subjected to discrimination, (3) that Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Except as modified by the First Amendment and this Second Amendment to Hangar Lease, all terms and conditions of the lease shall remain in full force and effect.

Dated this _____ Day of _____, 2015

Cloud Cap Technology, Inc.

Port of Hood River

By: _____

By: _____

James Seikkinen
Site Director

Michael S. McElwee
Executive Director

Date _____

Date _____

Commission Memo



Prepared by: Liz Whitmore
Date: September 1, 2015
Re: Waterfront Trail Projects Update

Trail connectivity along the Hood River waterfront is moving in a positive direction with the completion of the Nichols Basin West Edge and Pedestrian Bridge Trails this summer and the extension of the Hook Waterfront Trail scheduled for next spring. The following is an update on all three projects:

Nichols Basin West Edge Trail:

Crestline Construction is currently working on punch list items for the project. Landscaping work includes additional hydro-seeding for grass areas, eliminating invasive weeds, replacing plants, and adjusting irrigation. All temporary fencing will be removed by September 18. Other areas of work include guardrail adjustments and stone seat wall repairs. "Loading and Unloading Only" signs will be installed at the plaza and north end of the trail. Trail connection to the Naito Development project continues to be an ongoing discussion with the City and Bob Naito.

Pedestrian Bridge Trail:

Final project walk-through occurred in early August with Port, ODOT, and WH Pacific representatives. ODOT has since alerted the engineer and contractor that there are two areas within the new concrete sidewalk in the boat launch parking lot that do not meet the required ADA slope as designated in the drawings. Crestline and WH Pacific are working through possible solutions. Interpretive and way-finding signage is being developed for the kiosks on both the west and east bridgeheads.

Hook Waterfront Trail:

The Oregon Parks and Recreation Department just announced the successful projects for their Local Government Grant Program and the Port of Hood River's "Hook Waterfront Trail" project ranked #1 out of 34 projects! The Port, City of Hood River, Hood River Valley Parks and Rec, and now OPRD (with this \$25,895 grant award) will be partnering on the funding for this project estimated at \$100,000. Scope includes the extension of the trail to the new launch, an overlook area with stone seat wall, and rigging area. Construction will take place spring 2016 after the completion of the City's outfall relocation slated to finish by April 15, 2016.

RECOMMENDATION: For discussion.

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Commission Memo



Prepared by: Michael McElwee
Date: September 1, 2015
Re: ED Report and FY 15/16 Work Plan

Michael McElwee will provide a verbal Director's Report at the September 1 meeting.

Attached please find the proposed Executive Director FY 15/16 Work Plan for final Commission review; the PR plan for the Lot 1 Open House event; the most recent Event Site Host Report from Sharon Chow; and an invitation to the Art of Community reception September 4.

RECOMMENDATION: Discussion.

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EXECUTIVE DIRECTOR
WORK PLAN
FY 15/16

FINAL for Commission Approval
September 1, 2015

Action:	Expected Completion	Actual
I. FINANCIAL MANAGEMENT		
<i>Goal: Ensure that financial resources continue to be deployed effectively, with a high degree of foresight and in anticipation of future Port needs.</i>		
1. Prepare a model that estimates tax increment generation and debt capacity within the WURA	2/15/16	
2. Recommend new financial software	4/01/16	
II. REAL ESTATE DEVELOPMENT & PLANNING		
<i>Goal: Create significant, positive momentum toward development of the Port's Waterfront properties consistent with community objectives.</i>		
1. Update property assessment and prepare investment evaluation of Port industrial assets for Commission consideration	12/30/15	
2. Ensure successful implementation of DDA with Key Development and construction of Turtle Island Bldg.	06/30/16	
3. Lot #1 Pre-Development:		
• Complete concept plan	10/01/16	
• Prepare draft policies	11/01/16	
• Assess options for funding infrastructure	02/15/16	
• Prepare a subdivision plan application for Commission approval	04/10/16	
4. Ensure successful implementation of DDA and construction of Sheppard's Building on Riverside Lot	06/30/16	
5. Complete site development and partition changes	05/01/16	

and prepare development plan for Hanel property

- 6. Select and install new property management software **12/01/15**

III. WATERFRONT RECREATION

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

- 1. Complete Hook Trail Project **04/15/16**

- 2. Prepare Plans and permit application for new Transient Boat Dock **06/15/16**

- 3. Prepare and implement fee-based parking & enforcement plan for Port waterfront properties **05/15/16**

- 4. Scope alternatives for replenishment of beach areas at Event Site and Nichols Basin and provide recommendations **03/30/16**

IV. TRANSPORTATION/AIRPORT

Goal: Complete significant transportation improvements to enhance development objectives.

- 1. Ensure a thorough assessment of existing ETC system is complete and adequate technical support is in place **03/30/16**

- 2. Ensure successful design of new electronic tolling system **06/30/16**

- 3. Complete engineering for repairs to Lift Span **03/01/16**

- 4. Complete bidding and commence construction of for repairs to Lift Span **06/01/16**

- 5. Complete paving of Marina Way **10/30/15**

- 6. Complete Airport Master Plan and obtain FAA approval **06/30/16**

7. Bridge Replacement efforts
 - Prepare assessment of financing scenarios including P3 options **03/30/16**
 - Ensure federal legislation that allows funding for Gorge transportation projects
 - Organize Bridge “Summit”

V. ECONOMIC DEVELOPMENT

Goal: Ensure that the Port’s role in regional economic development activities is clearly defined. Confirm that the objectives are identified and adequate resources are in place to be successful.

1. Increase participation within OneGorge Coalition **02/01/15**
2. Assess the Port’s regional economic development efforts and prepare a work plan and budget **03/30/16**

VI. COMMUNICATIONS & COMMUNITY RELATIONS

Goal: Increase the understanding and awareness of the Port’s activities; identify opportunities for successful partnerships with key public agencies and private business; and participate in the life of the Hood River area community.

1. Upgrade the Port’s web site **02/15/16**
2. Update the Port’s Communication Plan **11/01/15**
3. Prepare a summary of waterfront development for marketing Port properties **11/30/15**
4. Prepare Port Education Support and Playing Field Improvement policies for Commission discussion **12/15/15**

VII. GOVERNANCE & BOARD COMMUNICATIONS

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

1. Update board & staff training policy **04/15/16**

- 2. Update LCRB rules & Port contracting practices. **03/01/16**

VII. PERSONNEL MANAGEMENT

Goal: Ensure that appropriate personnel policies are in place.

- 1. Evaluate step ladder and associated staff compensation for personnel to ensure equity **03/30/16**

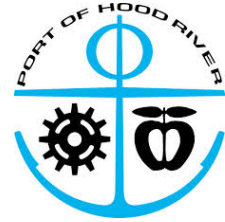
- 2. Recommend changes to Executive Director Evaluation Process **05/30/16**

VII. MAJOR NEW OR UNPLANNED INITIATIVES

The following section allows for projects that are not planned but may be added to the Work Plan based on Commission direction.

<u>Action Description:</u>	Expected Completion Date	Actual Completion Date
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Commission Memo



Prepared by: Genevieve Scholl
Date: September 1, 2015
Re: Lot 1 Open House PR Plan

The Port has scheduled a public open house on Tuesday, September 15, beginning at 5:30PM for the purpose of sharing current Lot 1 design concepts and receiving public comment on the development. The following is the proposed schedule of tasks to publicize the event:

September 2:

- Designated Lot 1 Planning page live at portofhoodriver.com/Lot1.php
- Open House public meeting announcement on home page
- Press release to Gorge area newspapers, radio, and other news outlets
- Email announcement with RSVP request to Lot 1 stakeholders and interested parties, as well as the Port's General Interest opt-in list subscribers

September 5:

- Large full color display ad in Hood River News

September 9:

- Second run of large display ad in the Hood River News

September 10:

- Media alert reminder to Gorge area newspapers, radio, and other news outlets
- Meeting reminder email with second RSVP request to Lot 1 stakeholders and interested parties, as well as Port's General Interest opt-in list subscribers

September 12:

- Potential third run of large display ad in the Hood River News

RECOMMENDATION: Discussion.

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ES Host Report AUGUST 17-23:

[Submitted by Sharon Chow via email on August 26, 2015]

MONDAY, AUGUST 17th:

Another very smoky morning although not quite as bad as yesterday. Very quiet morning with a few more people showing up in the afternoon. There was very marginal wind conditions around 3:30, just enough for a few to get on the water for a couple of hours. There was a lot of dog leashing education today, much to my surprise. For the first time this summer I had a lady answer me with a simple "No!" when I asked her to leash her dog. Unknown to me at the time of the request she and her dog were on their way out of the lot. 🐾 Very few items at Beach Sweep and the lot was clear before lockup.

TUESDAY, AUGUST 18th:

Still have the smokey sky's. ☐ Unbelievably quiet, hot day today. I don't think we even came close to 50% parking. The most exciting thing of the day was watching the 'Tall Ship' go by. No items at Beach Sweep and an all clear on the parking by lockup.

WEDNESDAY, AUGUST 19th:

Incredibly quiet and still smokey morning. The wind did fill in by about 1:30 and it didn't take long for the parking lot to start to fill up. 😊 Any wind was welcome with the heat of the day. We may have even hit 60% parking or better. Quite a bit of dog leashing and rigging area education with a touch of parking education added in to spice things up. There was a fair number of things left for Beach Sweep but we still had an 'all clear' at lockup.

THURSDAY, AUGUST 20th:

Hallelujah! We had wind early.....like 8:30-9:00 am. The best wind was early in the day and then it settled into a way up.....way down.....pattern for a few hours finally holding at the 'way up' late in the afternoon until after the dinner hour. There was no dog leashing requests today. 🐾 We had lot of kites jibing and jumping in the launch bay and a few windsurfers jibing in there as well. We were able to speak with all the windsurfers but only a couple of the kites. Only 4 items at Beach Sweep.

FRIDAY, AUGUST 21st:

Very cool, cloudy, gusty morning.....sweatshirt and pants weather. Then the sun appeared and by noon the wind was cranking. Between the windsurfers, kites and the SUPers coming in fast and furious from Viento downwinders, the beach was busier than the parking lot indicated. We had a lot of dog leashing education, particularly in the later afternoon. John also had a talk with a kiter in his mid 20's that was consistently kiting in the launch bay around a young beginner windsurfer and young people on SUP's. He was extremely arrogant and told John he will continue to jibe around anyone he wants. John told him that if he does it again we will take photos and report him to the Sheriff. His reply was that he would welcome a discussion with the Sheriff. I spoke with another kiter re: kiting in the launch bay.....and he was very nice about it....just didn't know what the bouy's meant. We also talked with a couple of windsurfers jibing in the launch bay. They were a lot different, saying it was their first day here this season and they wished they would have known before they sailed. There was a fair bit of big stuff at Beach Sweep. Kyle put a sticker on one vehicle and it finally left at 11:00

SATURDAY, AUGUST 22nd:

The light easterlies have brought the smoke all back. Today is actually worse than it has ever been so far.

☹️ All activity today is at Waterfront Park with the Paddleboard Challenge. No items at Beach Sweep but it was challenging clearing the lot at lockup. Both Kyle and John had to tell three people with 2 vehicles that they could not spend the night. They finally left @ 10:00.

SUNDAY, AUGUST 23rd:

Another windless, extremely quiet day. We talked to 2 different people with windsurf sails on skateboards, one in the early afternoon and one about supper time. The later fellow had all terrain wheels on his so I was able to reroute him to the paved patch in Lot 1. Beach picnics were the order of the day. Another empty Beach Sweep and all was clear by lockup.



Artists

Ann Fleming, CJ Rench, Francisco Salgado,
 Gabe Babcock, Heather Söderberg,
 Jesse Swickard, Ken Hall, MacRae Wylde,
 Mark Brody, Mark Stevenson, Matt Babcock,
 Patrick Sullivan, Paul Kuniholm Pauper, Ralph Trethewey,
 Sara Ybarra Lopez, Tom Herrera, Whit Poor

Big Art!

Partners

Please join our celebration
 and artists' reception!
 With our Partners, Art of Community is kicking
 off our second year of the BIG ART Walk!

- Big Winds
- Blue Collar Interactive
- Bonnie & Sam Taylor
- BMP on behalf of the Tenants of
 the Old and New Yasui Buildings
- Celilo Restaurant and Bar
- City of Hood River
- CJR Design Studio
- Crestline Construction
- Columbia Center for the Arts
- Columbia Gorge Family Medicine
- Davies Dunn LLP
- Dickinson Family
- Doppio Coffee
- Doris Castañares & Tina Castañares, MD
- Double Mountain Brewery
- Henry & Nan Fischer
- Hood River Chamber of Commerce
- Hood River County
- Hood River County Library District
- Hood River Inn
- Jane Duncombe & Jay Sherrerd
- Maureen Higgins
- Ovino Market, Wine & Cider
- Pickhardt Family
- Port of Hood River
- Providence Hospital
- Robert Henshaw DMD
- Scott Edgar DMD
- Springhouse Cellar
- Schuepbach Builders & Concrete
- Union Building LLC

Friday, September 4, 2015

6pm to 9pm

The Ruins

at Springhouse Cellar

Wine, Beer, and Beverages
 Complimentary Celilo Small Bites
 with music by the

Shed Shakers

This is a family friendly event, with a hands on

Arts Creation Area

Please RSVP to Kristen at
kristen@art-of-community.com
 and go to art-of-community.com to vote for
 your favorite sculpture from 2014/15.



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**Port of Hood River
MARINA AD-HOC COMMITTEE MEETING MINUTES**

**Thursday, July 16, 2015 – 8:00 a.m.
Marina Center Boardroom**

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

Present: Committee Members: Josh Sceva, Steve Tessmer, Lance Staughton, Tammy Lakey. From staff, Michael McElwee, and Laurie Borton. Guests: Jaime and Andy Mack, and Steve Carlson.

Absent: Commissioner Brian Shortt

The meeting was called to order at 8:05 a.m. by Michael McElwee.

1. **Additions to Agenda:** None.
2. **Approve Minutes:** The following corrections to the Hood River Yacht Club Report were noted: Family Friday Nights are every other week; and the race series is held weekly on Wednesday nights.

Motion:	Move to approve minutes of June 18, 2015 Committee Meeting as amended
Move:	Sceva
Second:	Lakey
Vote:	Unanimous

3. **Marina Manager Update:**

- Winter Layover Request: A request has been made for a winter layover. The boat is 100 feet overall with a beam of 25 feet and draft of 6.5 feet. This would be a live aboard situation; however, the vessel has an onboard sewage treatment system that is Coast Guard approved and legal to discharge. If this request moves forward, this would be an exception to current Marina Moorage Rules & Regulations regarding live aboard status and length of stay. Questions still to be answered are: arrival date and length of stay; monthly dockage fee to be charged; will upgrading electrical service at the commercial dock to meet the vessel's requirements be a pass-through cost; how the vessel will get water since our lines are shut down mid-October; and is tie-up to the piling sufficient or will they need dock cleats? There was general consensus that staff should continue discussions with the M/Y Pastime captain to see if the winter layover works for both the vessel and the Port.
- Boat Launch Parking Lot Request: A request was received outlining the following issues: river rock concrete curb islands are a hazard when trying to navigate the parking lot with a trailer; parking spaces are too tight; install better signage directing people around the parking lot to the launch; and incorporate the road that goes to the Port office into the parking lot. The requestor was invited, but declined, to the Ad-hoc meeting. Civil engineering consultant Stu Cato will be asked to take a look at the parking lot.
- Clean Marina Recertification (new agenda item): The Oregon State Marine Board will visit the Port for a Clean Marina recertification walk-through. Site visits are done every three years with online surveys submitted annually. No date has been set for the visit.
- Miscellaneous (new agenda item): There were questions about payment of boats on the guest dock and the sailboat outside the marina entrance. Borton responded the owner of the boat in question on the guest dock had come into the office to make a payment; and the boat outside the marina entrance was at the 30-day limit per Department of State Lands regulations and Marine Deputy Nelson had been contacted. Electric shock stenciling on docks in the Marina has been completed. The GFCI is set at 1 amp (100 milliamps is the national standard) and the boathouse dock is set at 3.5 amp, which Maintenance will keep driving down but there are still problems with some boathouses that owners need to address. A new recycling center is anticipated to be in place the first week in August; repair to the commercial dock is scheduled for the second

week in August; and maintenance will be replacing a restroom door that was vandalized. Jaime Mack will be attending a U.S. Army Corps of Engineers meeting on August 11 and will report on this meeting August 20.

4. **Committee Dock Walk Reports:**

- A Dock – Sceva reported there are SUPs on A dock and he noticed one jet ski in a slip.
- B Dock – No problems were reported by Staughton.
- C Dock – Lakey reported the water spigot at Slip 240 needs to be repaired; and there are jet skis in some slips.
- C Dock South – No report.
- BH Dock – Tessmer said BH307 needs chain tensioners.
- Life Vest Kiosk – When recycling is relocated could a life vest kiosk go into that space? Steve Carlson has vests to donate.

5. **Hood River Yacht Club Report:** Staughton reported 10 to 15 boats participated in this past Wednesday's sailing series and a race was scheduled for Sunday. He said there is a lot of activity and there seems to be a lot more active boats in the Marina. Staughton also reported a sub-committee has been formed that will be working with different user groups to conceptualize things of common interest and looking at user days, times of the year, etc. The HRYC has renewed the shell dock lease with the Port with racks renting for \$26/month.

6. **Marina Assessment Project:**

- Recommended Projects – Prioritization List: Halgren's list was edited by McElwee for discussion. Some projects may be timed with other endeavors or grant funding opportunities but the focus should be on projects in the next five years or phased projects, such as a conceptual plan for upland configuration. A suggestion was made to solicit input from fisherman, especially with the discussion about the boat launch parking lot configuration. With regard to the Yacht Club sub-committee, which will meet monthly prior to the Ad-hoc meetings, Sceva commented that it would be important to know what the Port Commission is planning so that unnecessary efforts aren't made. The project list discussion is summarized as:

- 1) Dry storage feasibility. Where? Size?
- 2) South Basin dock. Repurpose? How? Who manages? Improve gangway.
- 3) Low freeboard dock around basin perimeter. Access? Permit issues?
- 4) Sheriff's Boathouse. Does it make sense to relocate? Where?
- 5) Boat launch parking lot. Reconfigure?
- 6) Hoist. How much demand is there? Is a platform beneficial for the crane company?

See attached list.

- Next Steps: The revised project/prioritization list will be provided to the Committee for review and input on ranking and/or additions. The list will be a standard agenda item for the committee.

7. **Next Meeting:** August 20, 2015, 8:00 a.m., Marina Center Boardroom

Meeting adjourned at 9:15 a.m.

Respectfully Submitted: Laurie Borton

Staff Action:

- a) Talk with civil engineer Stu Cato about the boat launch parking lot.
- b) Maintenance questions:
 - Has the boathouse dock been stenciled for electrical shock hazards?
 - Confirm work schedule for the commercial dock. Will the Mariana will need to relocate?
 - Check the water spigot at Slip 240 for repair.
 - Once recycling is relocated outside the marina gate, could a life vest kiosk be built for that space? If not this year, then in 2016? Are there programs through the OSMB or USACE?
 - BH 307 chain tensioners—Port issue or boathouse owner?

Committee Ranking No.	Project Description	Estimated Cost
1.	Increase Dinghy Storage: Evaluate using gravel lot across from DMV, increasing footprint of existing HRYC dry storage or on west side of Marina.	\$15,000
2.	Install a new gangway ramp leading to the current sailing float. This gangway would be 8 to 10 feet wide to allow for hand launching of sail boats and other floating vessels by hand. The cost of the gangway could be lowered if some ground contouring was done to lower the slope and length of the gangway. Prepare concept plan for use of South Basin Dock. Committee Comment: There are competing needs (floatplanes, youth sailing, seasonal moorage), which calls the question of best use? From below: begin conceptual design and permitting for new transient dock; and prepare concept plan for use of South Basin Dock.	\$80,000 - \$100,000 \$5,000-\$10,000
3.	Begin conceptual design and permitting for new transient dock. Committee Comment: Continuation with low freeboard dock around basin perimeter and ramp tie-ins.	\$10,000 - \$20,000
4.	Apply for a grant and permits to move the Sheriffs boat to the area near the fuel dock. This project may qualify for Oregon State Marine Board funds and or Homeland Security Funding grants. Committee Comment: Does the HRSO need a boathouse? Could it be moved to the south side of the current transient/guest dock? If moved, this would open a slip for another boathouse or secure structure that could be used for the secure storage of equipment.	\$80,000 - \$100,000
5.	Boat Launch Parking Lot: remove rock-filled concrete island. "Remove" one parking space to widen remaining spaces. Add better directional signage. Evaluate feasibility of paid parking. [See attached email.]	TBD
6.	Hoist Committee Comment: it would be used but how much demand is there? Is a platform beneficial for the company that currently cranes vessels in/out?	TBD

2. Improve the landscaping and signage at the entrance to the Ports property along with additional way finding signage around the property. \$15,000 - \$30,000

Committee Comment: **There are more important things to spend money on than landscaping. Situational/seasonal signage throughout the Marina and trails should be consistent.**

3. Change all lights to LEDs.

Pays for itself in 5 yrs.

Committee Comment: **Dock lights are fine; look at parking lot lights as an operational matter. Budget for in 2016-17?**

4. Sponsor annual fishing tournament with local businesses and Chamber.

\$8,000 - \$15,000

Committee Comment: **Low value to Port and could create burden on staff time.**

5. Repair and improve the pathway trail system surrounding Marina. Widen trail for multiple users, add landscaping, story board signs, etc.

\$25,000 - \$75,000/yr

Committee Comment: **The Port is currently maxed out with trails. Safe trails are important but should evolve with other projects. Connect with trail grants?**

(48)

7. Install one long moorage float added to "A" or "B" docks which would allow for boats to tie up next to the dock (with internal piles).

\$180,000 - \$200,000
8' wide by 200' long

Committee Comment: **Whether or not the need exists now, there was a recommendation to apply for a permit.**

8. Add ten Guest Moorage Buoys near the North shoreline.

\$25,000 - \$30,000
Ten buoys (five locations)

Committee Comment: **Is there a need? Where would they dingy to? If guest dock can be improved there may not be a need.**

COMPLETED PROJECTS

1. Boat Ramp: Pull back propeller washed material back into the suspected hole at the end of the concrete ramp.

Commission Memo



Prepared by: Genevieve Scholl
Date: September 1, 2015
Re: Website Development Contract – Gorge Web Design

During the August 4 meeting, the Commission discussed and directed staff to move forward with the RFP process to select a web development firm to do a thorough update and redesign of the Port's website, portofhoodriver.com. During Spring Planning, the Port budgeted \$24,000 for the total project cost.

A Request for Proposals was sent to twelve local firms on July 21 and we received six responses. A three-person volunteer review panel (Rountree Rouse, Mike Schrankel, and Commissioner McBride) scored the proposals based on scoring criteria called out in the RFP.

While the proposed fee represented only 15% of the total possible score, the highest ranking proposal, submitted by Gorge Web Design, also happened to be the lowest cost.

On Monday, August 24 staff conducted a follow-up interview with Dee Holzman, Principal, Gorge Web Design to discuss her proposal and the project in more detail. The result of that meeting is staff recommendation to approve a contract with Gorge Web Design for the Port website development project.

Staff recommends a \$2,500 contingency budget for the project to cover subscriptions or warranties for any plug-in software required as well as any additional labor costs for cyber security software needs and quality assurance.

Final terms of the negotiated contract are waiting on insurance quotes for the firm's General Commercial and Professional Liability insurance at acceptable limits and listing the Port as Additional Insured. Final contract amount will be determined by the commission meeting.

RECOMMENDATION: Approve contract with Gorge Web Design for Port website upgrade not to exceed \$_____, plus reasonable reimbursable expenses, subject to legal counsel review.

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

1. This Contract is entered into between the Port of Hood River ("Port") and **Gorge Web Design** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$X,XXX plus reasonable reimbursable expenses**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through **February 1, 2016**. 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.

Gorge Web Design**PORT OF HOOD RIVER**

Dee Holzman, Principal Date _____
PO Box 1233, Hood River OR 97031
(541) 490-2078 / Email: dee@gorgewebdesign.com
Federal Tax ID Number EIN _____

Michael McElwee, Executive Director Date _____
1000 E. Port Marina Drive, Hood River OR 97031
(541) 386-1645 / porthr@gorge.net

**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK:

Website development from site design to launch of live site, associated with the proposed Port of Hood River website project. (See attached proposal.)

II. DELIVERABLES AND TIMEFRAME:

The deliverable(s) covered under this Contract shall be: As described in attached proposal.

The timeframe for the deliverable(s) shall be: Beta site launch December 1, 2015. Live site launch January 2, 2016. 30-Day training and troubleshooting support ending February 1, 2016.

III. CONSIDERATION:

Contract amount not to exceed \$ _____, plus reasonable expenses associated with the Scope of Work including:

- Subscription services for various website plug-ins and security services required
- Travel Mileage per IRS rate
- Printing, plotting, FAX, postage and handling of documents sent to Port

IV. BILLING AND PAYMENT PROCEDURE:

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

- Invoice date
- Contract project title
- Description of work completed
- Description of reimbursable items

Invoice for services will be submitted on a monthly basis or at project completion.

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

**Personal Services Contract
Exhibit B**

INSURANCE

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

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

_____ Required 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.

___X___ Required Waived by Executive Director _____

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

___X___ Required Waived by Executive Director _____

- 4. Professional Liability insurance with a \$3,000,000 single occurrence limit 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.

___X___ Required Waived by Executive Director _____

- 5. On All Types of Insurance. There shall be no cancellation or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port, except 10 days for premium non-payment.

- 6. Certificate of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract. The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Port. Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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Gorge Web Design

P.O. Box 1233 Hood River, OR 97031

T: (541) 490-2078 E: dee@gorgewebdesign.com

www.gorgewebdesign.com

Proposal for Port of Hood River Website Development and Redesign

August 4, 2015

Gorge Web Design

P.O. Box 1233 Hood River, OR 97031
T: (541) 490-2078 E: dee@gorgewebdesign.com
www.gorgewebdesign.com

Date: August 4, 2015

To: Genevieve Scholl
Communications & Special Projects Manager
Port of Hood River

From: Dee Holzman
Gorge Web Design

Re: Redesign and Development of www.portofhoodriver.com

Dear Genevieve:

Thanks for giving Gorge Web Design the opportunity to present a proposal for your website redesign and development.

As a local web designer and developer since 2000, my experience designing and building custom interfaces and bringing businesses' planned on-line visions to life will be of great benefit to the Port of Hood River in fostering effective 2-way communication between you and your online audiences.

It seems that in the past 10 years or so, the Port's interaction with the local and visiting public has increasingly required the ability to perform convenient online purchases. I understand the need for robust, convenient online services for items such as Breeze-By transponder purchase and fulfillment, Event Site parking passes, Waterfront Park picnic shelter rental reservations and Waterfront Park event proposals and payments, etc. My dedication to long-term customer service will also ensure that any questions or concerns with your website's functionalities will be quickly addressed and solved.

In the following pages, I will be presenting a brief overview of Gorge Web Design, my qualifications and a specific overview of my approach to this project.

Dee Holzman

Gorge Web Design

P.O. Box 1233 Hood River, OR 97031

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www.gorgewebdesign.com

Gorge Web Design General Approach

While the latest HTML, CSS, Javascript, JQuery, PHP/MySQL technology will ensure solid and robust online functionality, my philosophy is that communication is key. Careful planning of each stage of development and component of your website will ensure that the end product allows your audience to easily and reliably do business with the Port of Hood River.

A flexible strategy is also important. Working side by side with you to refine project goals, prioritize features and solidify your vision based on what your customers need, Gorge Web Design will build a website that services customers effectively in the short and long term.

W3C standards, Search Engine Optimization and a responsive display in all devices, platforms and web browsers are factors I always keep in mind while designing and developing web content.

Gorge Web Design specializes in custom theme development for Wordpress and Joomla Frameworks. A solid, proven and easy to use Content Management System that fits your needs is crucial to your project, and through careful evaluation we will decide on the appropriate framework that fits your needs for ease of use, scalability and security.

Here are a few prominent websites using Joomla and Joomla Ecommerce:

- Heathrow Airport: <http://boutique.heathrow.com/>
- Barnes and Noble (Nook Developer): <https://nookdeveloper.barnesandnoble.com/>

Major websites using Wordpress:

- <http://techcrunch.com/>
- <http://www.newyorker.com/>
- <http://www.bbcamerica.com/>
- <http://stores.bestbuy.com/577/>

Gorge Web Design

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Gorge Web Design Specific Approach

Below is a summary of my specific approach to this project.

Overview

Below is a general timeline for the project. Keeping within projected dates depends on the timely receipt of content and images from the Port of Hood River.

August 20 - September 1

Communication and fact-finding for each section of the website:

- Receive preliminary site map and suggest additional structure and organization to achieve project goals for each section, including Airport, Bridge and Waterfront information and transactions.

September 1 – 15

- Submission of draft pages for overall look and feel of the website – theme selection and customization.
- Draft approval – refine look and feel of sample pages as needed based on feedback. Finalize overall look and feel of the website.
- Finish building out site menu and general informational pages for each section (Bridge, Waterfront and Airport). Ensure site compatibility with mobile devices and screen sizes, etc. (list cross browser testing samples)
 - Site pages and functionality are tested on a wide variety of platforms, versions and browsers including Android, iPad, iPhone, Windows Phone, Mac OSX, Ubuntu and Windows.
- Testing and implementation of customer service/trouble ticket contact form.
- Set up newsletter mailing list, where website viewers are invited to submit their email for updates on port projects, construction and general news. Emails are securely stored in a 'Vertical Response' marketing email list for future marketing and newsletter purposes.

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September 15 - 30

- Finish building out site menu and general informational pages for each section (Bridge, Waterfront and Airport). Ensure site compatibility with mobile devices and screen sizes, etc. (list cross browser testing samples)
- Set up and organize media library for public document archive as well as plans, studies and white papers.
- Set up photo galleries, press room page template and maps and media library

October 1 – 30

- Selection and finalization of e-commerce framework of website.
- Set up SSL (secure) connection, e-commerce software, payment Gateway and Authorization.
- Set up online reservation system.
- Test e-commerce sections for usability and scalability.
- Finalization of online reservation system and surveys/polls sections.
- Finalization of Public Works Projects RFP Bid Center

November 1 – 15

- Social Media Integration, facebook, twitter and linkedin page creation and administration
- Search Engine Optimization – although SEO is a consideration throughout the entire process, we will take the time to thoroughly evaluating site structure, markup and individual pages for search engine functionality and optimization.
- Live local weather widgets and links to webcams

November 15 - 30

- Training on administration of site content and e-commerce for Port of Hood River staff
- New site launch

Gorge Web Design

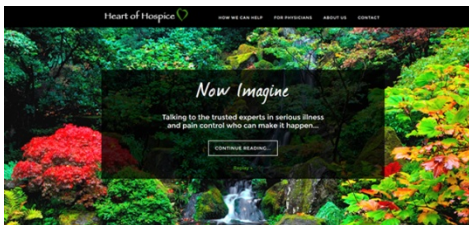
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Below are basic items that will be provided as part of the overall site design and functionality throughout the design and development process:

- Clean design and an easy to navigate interface, with fast-loading pages and a consistent look and feel throughout each section.
- A responsive design compatible with all devices, including laptops, iPads and cell phones.
- Search Engine Optimization, including appropriate mark-up, architecture, content and keyword development.
- Social media integration
- Visitor tracking, including tracking for specific events such as informational and whitepaper downloads, abandoned transactions, webcam views, form submittals, etc.
- A 30-day follow up and troubleshooting period following our launch to ensure that the site is working properly and meeting the goals set forth by the Port of Hood River.

Comparable Projects

1. <http://new.heartofhospice.org>



This is a recent website re-design that will be launched the week of August 3, 2015.

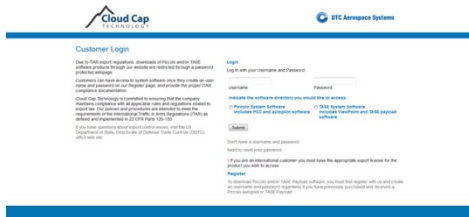
It's a creative, audience-centered approach to serving the needs of families with the need for specialists in end of life care.

Heart of Hospice wanted to provide a large amount of relevant information in a user-friendly and intuitive format, while connecting with their audience in a responsive and compassionate way.

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2. <https://customer.cloudcaptech.com> and <https://rma.cloudcaptech.com>



Cloud Cap Technology streamlines its customer service process with these two secure database driven websites.

Customers securely log in and enter details for their RMA (Return Material Authorization) requests for products ranging from UAV camera systems to guidance systems and motion sensors. Customer service personnel administer all of the RMA requests through a custom back-end interface that automatically assigns the necessary documentation to each request, provides shipping instructions, tracks the process of each request, and provides an easy CSV summary file output for integration into their SAP database.

Cloud Cap Technology Customers use <https://customer.cloudcaptech.com> to register for clearance to download documents and software restricted by ITAR (International Traffic in Arms Regulations).

Customers are directed to submit required documentation through secure online forms, and once approved, are enabled to download restricted product documentation and software. A user friendly password reset function is included. Customer submissions are stored in a database which Cloud Cap Technology Customer Service and Sales personnel use to keep track of export license expirations, downloads and overall tracking of customer activity, while keeping in accordance with Department of State regulations.

Gorge Web Design has worked with Cloud Cap Technology for the past 15 years, in both a full time employee and consultant capacity. Consistent and quick follow up to requests and issues ensures a smooth running website for both Cloud Cap personnel and customers.

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3. <http://www.gorgekids.com>



This newly redesigned project's goal is to provide resources for local and visiting Columbia Gorge families. Functionalities include a new classified ads section, event calendar, local babysitters list, childcare and local organization forms, local events calendar and more.

The goal is to showcase all of the opportunities available throughout the Columbia Gorge for families and targets a wide-ranging audience.

Resume/Hourly Rates of Key Personnel

My Resume is attached, and my hourly rate for programming and website development is \$70.00 per hour.

Additional Recommendation – Support Retainer

Unfortunately with all content management sites, and any other site for that matter, there is a risk of it being hacked or infected with malware. Malware can be injected with the intent to infect other sites on the server in a shared host environment. I would take 1-2 hours per month to ensure regular backups are maintained, **updating** the website's software, extensions and plugins, and maintaining password security.

Site maintenance would also include search engine optimization review to gauge how the site is performing in organic search results for your target keywords. In addition, we could also review visitor behavior by looking at bounce rate, exit pages, etc. to determine if people are finding the information they need on the site.

Travel time and expenses will not be applicable since I am located in downtown, Hood River and can easily meet with you at any time.

Gorge Web Design

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Proposed Fee - Your Investment

Based on my estimation of the number of hours required for this project, I anticipate no more than \$9500 to complete the website based on the scope in your request for proposals. If any additional functionalities are desired as the project evolves, I will notify you if they will require an additional expenditure. A breakdown of hours is below:

Hours	Focus
35	Theme design, customization and development, i.e. 'look and feel of the overall
50	Functionalities, including: <ul style="list-style-type: none"> • Ecommerce, setting up shopping cart system, payment gateway and transaction system. This includes setting up a secure (SSL) connection on your server, installing the shopping cart and ecommerce administration software (such as the widely used and proven WooCommerce Shopping Cart and Administration for Wordpress), creating a merchant account through your bank or other chosen online Payment Solution and choosing and setting up a payment gateway, such as Authorize.net to handle instant online transaction authorization. • Online Calendar-based reservation system • Public works projects RFP center • Email Subscription Service • Full site search functionality • Surveys/Polls module • Customer Service/trouble ticket contact form
30	Site content, including media library, whitepapers, information on Port Business Development, overview of Port activities, etc.
20	Training of Port personnel on Administration of website content and e-commerce and 30-day follow-up, including troubleshooting and evaluation.

Total Hours: 135 Hours at \$70 per hour

Investment: \$9450

Gorge Web Design

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References

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Austin Howard

Lead Avionics Engineer
Martin UAV, LLC
ahoward@martinuav.com
208.310.3078

Commission Memo



Prepared by: Anne Medenbach
Date: September 1, 2015
Re: Janitorial Contract – Allied Maintenance

The Port has been using a janitorial service to clean all of our buildings with the exception of the Port offices, public restrooms, and Yacht Club, all maintained by Port personnel. We have had a month-to-month contract with American Cleaning Services for the past year and previously had been using their services since 2012. Staff recommends as a general best practice to re-quote services every three to five years.

Staff went out for quotes in June. Three companies attended the mandatory walk through. Out of those, two submitted quotes and one declined due to current work load. The two that submitted quotes are American Cleaning Services (“American”), based in Portland and Allied Maintenance, LLC , based in Mosier, (“Allied”).

Although the quote submitted by Allied is higher than American Cleaning Services, staff recommends contracting with Allied, as their performance and service level during the four-week trial period were exceptional.

Quotes:

Allied Maintenance	\$49,140.00
American Cleaning	\$35,340.00

RECOMMENDATION: Approve a one-year contract for Janitorial Services, with Allied Maintenance, LLC in fixed amount of \$49,140.00, subject to legal counsel review.

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Commission Memo



Prepared by: Anne Medenbach
Date: September 1, 2015
Re: Excavate and Haul Contract – Lower Hanel Mill Site

Staff has been in a bidding process for the Hanel clean-up for about 3 months. In response to contractor and engineering input regarding ways to decrease costs and improve efficiency, the first Invitation to Bid was addended to include grading to the project.

By grading the site, the contractor will harvest on-site fill material and reduce imported fill to nearly 0. The site will also be level and buildable after the grading/harvesting is complete. This change was made and the resulting bids were nearly double the engineer's estimate due to hauling costs to commercial disposal facilities. Staff rejected all bids.

There were a number of local contractors who had secured local disposal sites, but were hesitant to use those sites due to one or all of the following:

1. Concerns about material type,
2. Misunderstanding of changes to the bid documents, and
3. Inability to complete both the excavation/disposal portion and the grading/fill portion.

Staff has reconsidered the project scope and has split the clean-up into two projects. Contractors who can excavate, haul, and have a disposal site are not the same as those who can do finish grading and compaction fill. BOLI and Oregon State Contracting Agency have both been contacted regarding this change and have approved the process.

The two resulting projects are now:

1. Excavate and haul the material
2. Grade and fill the resulting wood waste area pit

The first project is set to be complete October 23rd with the grade and fill beginning three days later and completing December 1. These are tight schedules but are doable per contractor and engineer input.

Staff has also made clear that the DEQ gave the site a No Further Action Determination, meaning that they do not consider the site or its contents a contamination threat. The bid documents now include a certification that the contractor has provided the disposal site land owner with all environmental reports and DEQ documents and understands that the material is composed of wood waste and rock and is not structural or straight soil fill.

The process for excavation is very clear regarding materials found that may be contaminated. Those are to be mitigated and disposed of by the Port.

As part of the grant process, staff has also published a fact sheet on the website that directs interested parties to those same documents, gives a history of the site and an outline of the clean-up plan moving forward. Staff will keep this page updated with construction schedules as we receive them. (See <http://www.portofhoodriver.com/BrownfieldCleanup.php>)

The Excavate and Haul Invitation to Bid went out August 19 and was due August 31. Staff will have results of that contract and an additional memo for you at the public meeting on September 1.

RECOMMENDATION: Information.