



## PORT OF HOOD RIVER COMMISSION

### AGENDA

Tuesday, April 23, 2024

Port Conference Room

1000 E. Port Marina Drive, Hood River

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1. **Call to Order** – 5:00 PM
2. **Executive Session (15 min.)** – Recess Regular Session and go into Executive Session pursuant to ORS 192.660(2)(e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.
  - a. Big 7 Building (*K. Greenwood, Pg. 225*)

Media representatives are not to report on or otherwise disclose any of the deliberations during the Executive Session. Final actions or decisions on these matters will be made during the Regular Session.

3. **Reconvene Regular Session – 5:15 p.m.**
  - a. Modifications, Additions to Agenda
  - b. Public Comment (5 minutes per person per subject; 30-minute limit)
    1. Dave Koebel, Hangar Development on North Ramp (*Written Comment, Pg. 3*)
    2. Mike Garrett, Live Stream Cameras at the Waterfront (*Written Comment, Pg. 5*)
4. **Consent Agenda**
  - a. Approve Minutes from April 9, 2024 Spring Planning & Special Meeting (*P. Rosas, Pg. 7*)
  - b. Approve Res. No. 2023-24-16 Adopting Findings for Sole Source Procurement (*D. Smith-Wagar, Pg. 13*)
  - c. Approve Master Service Agreement with PSquare for Tolling System Support (*D. Smith-Wagar, Pg. 19*)
  - d. Approve Contract with Pauly, Rogers and Co. for Audit Services (*D. Smith-Wagar, Pg. 25*)
  - e. Approve Contract with Hood River Security for Security Services (*D. Stafford, Pg. 61*)
  - f. Approve Communications Contract with Goss Creative – NTE \$20,800 (*K. Greenwood, Pg. 79*)
  - g. Approve Contract with HRK Engineering for Parking Lot Design – NTE \$50,000 (*K. Greenwood, Pg. 87*)
  - h. Approve Work Order No. 2 and 3 with Anne Medenbach for Leasing Services (*K. Greenwood, Pg. 115*)
  - i. Approve Res. No. 2023-24-17 for Executive Director Authorization (*K. Greenwood, Pg. 125*)
  - j. Approve Addendum No. 2 to Lease with Crestline in Suite 200 in Marina #1 Building (*K. Greenwood, Pg. 129*)
  - k. Approve Res. No. 2023-24-19 Designating Credit Card Signer with Umpqua Bank (*D. Smith-Wagar, Pg. 133*)
  - l. Approve Accounts Payable to Beery Elsner & Hammond LLP in the Amount of \$8,904.10 (*D. Smith-Wagar, Pg. 137*)
5. **Informational Reports**
  - a. Review Spring Planning Directives (*K. Greenwood, Pg. 141*)
  - b. Bridge Replacement Project Update (*Michael Shannon, Pg. 159*)
6. **Presentations & Discussion Items**
  - a. HR Parks & Rec. Upcoming Ballot Funding Measure (*K. Greenwood, Pg. 167*)

- b. Ken Jernstedt Development MOU (*K. Greenwood, Pg. 171*)
- 7. **Executive Director Report** (*K. Greenwood, Pg. 209*)
- 8. **Commissioner, Committee Reports**
- 9. **Action Items**
  - a. Approve Res. No. 2023-24-18 Waterfront Recreation Policy (*D. Stafford, Pg. 219*)
- 10. **Commission Call**
  - a. Upcoming Meetings:
    - 1. Budget Meeting – May 7, 2024
    - 2. Regular Session – May 21, 2024
    - 3. Regular Session – June 18, 2024
- 11. **Confirmation of Commission Directives to Staff**
- 12. **Adjourn**

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

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

On Mar 21, 2024, at 7:17 PM, david koebel <[koebel54@hotmail.com](mailto:koebel54@hotmail.com)> wrote:

To the Port Commissioners,

March 21, 2024

I would like to reiterate my opposition to the proposed siting of two storage hangars on the most accessible, visible site on the north ramp, precluding any potential public or multi-use building on this ramp.

For years the Hood River Airport Master Plan has featured moving the FBO building to the north ramp, along with the fuel tank, so that public access would be from Museum Drive and the south ramp would essentially be commercial hangars. An FBO is typically the engine that drives airport growth, with flight instruction, maintenance, new pilots purchasing new aircraft, more fuel sales, and community involvement. Putting a storage building on the only publicly accessible site on the north ramp would shut down that potential- for ever.

The FAA is now issuing grants to build buildings, unlike in the past when they would only subsidize infrastructure. We have the potential to get funding for a public use, or multi use, building on the best possible site at our airport. If we lose this opportunity to build the right building on the right spot, it's gone. Trying to retrofit a large steel building into people-friendly space is an expensive fool's errand.

The arguments against moving the proposed hangars to the east side of the north ramp are specious- primarily that the client would not accept having the doors face west. I know of large maintenance hangars with doors facing the prevailing winds, with no adverse effects. Most layout is done with accordance to taxiway access or ramp layout. Our north ramp building sites are not linear- they are set up, shovel ready, to accommodate an "L" shaped development. I believe the proposal submitted by Tac Aero 8 years ago featured a row of hangars along the east side of the ramp with doors facing west, with the public building in the appropriate corner by Museum Drive and the existing parking area. Seemed appropriate then; what's changed?

I'm also not impressed that the developer has already ordered the steel buildings without permits or approval.

I really want to see our airport grow gracefully and appropriately. There is only so much of an opportunity to do it correctly. I hope we can make wise decisions to promote the best that we can be.

Thank you

Dave Koebel

Hood River resident, local pilot/instructor, FAA Designated Pilot Examiner, 35 year airport enthusiast

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**From:** [Mike Garrett](#)  
**To:** [Port of Hood River Info](#)  
**Subject:** Re: Contact Form Submission from Port of Hood River Website  
**Date:** Tuesday, April 16, 2024 3:14:28 PM

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Hi Patty, thanks for getting back to me. What I meant by live streaming, is video streaming like what you have with the cameras at the marina and airport. The camera located at the Luhr Jensen building only streams still frame pictures. So if it was an actual video stream, the wind sport community would love it. But the way it has been working in the past, is still valuable, just not ideal.

Thanks,  
Mike Garrett  
2950 Eliot Dr, Hood River, OR 97031  
541.399.0057

On Tue, Apr 16, 2024 at 3:00 PM Port of Hood River Info <[info@portofhoodriver.com](mailto:info@portofhoodriver.com)> wrote:

Hi Mike,

Thank you for bringing the issue with the live cam to our attention. Our tech support team will address the issue as soon as possible.

In response to your inquiry, the live cam is live streaming, so I'm not entirely sure what you're referring to. Could you please provide more details or clarify your request?

Thank you,

**Patty Rosas**

Executive Assistant

Port of Hood River

(541) 386-1645

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**From:** Port of Hood River <[donotreply@portofhoodriver.com](mailto:donotreply@portofhoodriver.com)>  
**Sent:** Tuesday, April 16, 2024 11:45 AM  
**To:** Port of Hood River Info <[info@portofhoodriver.com](mailto:info@portofhoodriver.com)>  
**Subject:** Contact Form Submission from Port of Hood River Website

This was entered into the Contact Form on the Port of Hood River Website:

Name: Mike Garrett

Email: [mikeinhoodriver@gmail.com](mailto:mikeinhoodriver@gmail.com)

Hello Port of HR,

I was wanting to let you know that the "Hood River Live Cam", located on the bottom of your website is down. You may not know, but that is a valuable camera for the wind sport community, as it is one of the few that actually shows

Message: current conditions on the water. I am hoping that this can be up and running again soon? Better yet, it would be amazing to have it setup as a live stream, like you do for the airport and marina. Please seriously consider this request and propose it to the Board if needed. Thanks, Mike Garrett 2950 Eliot Dr HR 541.399.0057

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

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### Spring Planning Work Session

**PRESENT: Commissioners:** Kristi Chapman, Heather Gehring, Ben Sheppard, Mike Fox (left at 2:30 p.m. and returned at 3:26 p.m.), and Tor Bieker. **Staff:** Kevin Greenwood, Debbie Smith-Wagar, Daryl Stafford, Ryan Klapprich, and Patty Rosas. **Budget Committee:** Judy Newman, John Benton, Larry Brown, Bonifacio Romero, and Brian Shortt. **Guests:** Anne Medenbach, Josh Coombs, and Claudia Munk-von Flotow.

**ABSENT:** None

**MEDIA:** Noah Noteboom, Columbia Gorge News

- I. **WELCOME & INTRODUCTIONS:** President Kristi Chapman called the meeting to order at 1:30 p.m. and welcomed everyone to the meeting. Commissioner Chapman proceeded with introductions.
- II. **MEETING OVERVIEW:** Kevin Greenwood, Executive Director, noted that the role of the Spring Planning Work Session was to prepare for 2024-25 Fiscal Year Budget. Greenwood outlined the goals established during November's Fall Planning Session. Commissioner Fox acknowledged the importance of clarifying aspects such as culture, philosophy, and the approach to self-performing work or subcontracting, recognizing them as crucial factors for future progress. Additionally, Commissioner Fox suggested evaluating the necessity of the Port of Hood River's ("Port") existence, highlighting it as the primary concern. The Commission concluded that the Port's continued operation would hinge upon its financial viability and its alignment with the best interests of the community. A discussion ensued regarding the current financial state of the Port, emphasizing the need to explore new revenue streams. Lastly, Greenwood provided a brief overview of what has been accomplished since Fall Planning and outlined the sustainability goals.
- III. **CURRENT FINANCIAL OVERVIEW:** Debbie Smith-Wagar, Finance Director, presented a 10-year financial model aimed at forecasting future revenues and expenses to facilitate long-term planning. Smith-Wagar began by reviewing the Port's industrial properties, highlighting the original intention of supporting economic development by offering reduced rent rates to startup tenants. However, all current tenants now pay market rates, indicating their success. Smith-Wagar emphasized that the Port's most significant positive income stems from long-term tenants.

Moving on to commercial buildings, Smith-Wagar discussed plans for the Port office building removal to make way for a new bridge, temporary occupancy of Marina East as the new Port office, and the need to review Marina West's profitability. The discussion then shifted to workforce restructuring, with a focus on aligning staffing with public needs and future requirements. The suggestion was made to develop a transition plan outlining the Port's current state, future vision, and the steps needed to achieve it. Further discussions included compensation for the relocation of the Port office building, and ensuring the Port does not subsidize the new bridge. As well as exploring opportunities to utilize the tolling system for additional clients.

Marina and waterfront recreation issues were discussed. Smith-Wagar highlighted a significant leak at Nichols Basin, which resulted in a notable increase in utility costs. The leak has since been fixed. Additionally, attention was drawn to Marina Green Park as the most costly waterfront property, attributed to its size and maintenance needs. Furthermore, there was discussion about the necessary repairs for the moorage float, estimated to cost \$40,000 annually. Moreover, Smith-Wagar offered an overview of Airport developments, noting advancements toward achieving financial sustainability.

Lastly, Smith-Wagar reported on the existing bridge highlighting adjustments made to the Capital Improvement Plan (CIP), reducing it to 8 years to align with the bridge construction timeline. This adjustment significantly lowered the capital outlay for the bridge. Concerns were raised about potential unforeseen costs and the importance of setting aside funds for future expenses. The Commission reached a consensus to allocate the \$0.50 per toll revenue into a dedicated fund for improved management, effective retroactively from the resolution's approval date.

Questions were raised regarding the Fees, Charges, and Rates schedule, with Commissioner Tor Bieker expressing concerns about t-hangar rate increases and advocating for fairness and consistency in rate-setting processes. Staff received direction to develop a policy for rate setting with the objective of ensuring consistency and enhancing transparency. The policy should also note that moorage rates are intended to be positioned within the top 10-20% range compared to other moorage rates in the state. It was noted that moorage holders did not receive a rate increase last year.

#### IV. KEY ISSUES/PROJECTS FOR FY 2024-25

- a. **Big 7 Building Sale** – Greenwood addressed the potential sale of the Big 7 building and expressed concerns about vacancies in Port buildings, as well as pending lease renewals that need attention. Given the current limited capacity to manage these tasks effectively, Greenwood initiated a discussion on the possibility of outsourcing the marketing of vacancies and lease renewal management until a Property Manager is hired. The Commission reached a consensus to proceed with contracting out these tasks. Anne Medenbach from Copper West Real Estate was available to answer any questions regarding the sale of the Big 7 building. Finally, the Commission deliberated on how to allocate the proceeds from the sale of the Big 7 building. It was agreed that the funds should not be allocated for overhead expenses but instead utilized to generate revenue.
- b. **North Apron Progress** – Greenwood reported that the Port signed a Memorandum of Understanding (MOU) with Aircraft Storage in January 2024 to prepare a development agreement and land lease for hangar development on the North Apron. A land use application was signed in February 2024 for the installation of two box hangars on the east-west alignment of the North Apron. However, objections from the community have arisen, as the proposed application appears to deviate from the Airport Master Plan (AMP) adopted in 2018. Although the Airport Layout Plan (ALP) suggests different sites for the hangars, conversations with the County and the Federal Aviation Administration (FAA) indicate some flexibility in proposing alternatives as long as they are aviation related. While the Port proposed relocating the hangars to the northwest alignment, concerns were raised by the developer and others regarding west winds. Staff recommends moving the hangars to the east side just north of the fuel tank. Claudia Munk-von Flotow from Aircraft Storage was available for questions. A discussion ensued regarding the location of the hangars, which concluded with direction to staff to arrange a meeting between all involved parties and provide an update thereafter at the next Commission meeting.
- c. **New 8-Year CIP** – Greenwood noted that the CIP has been shortened to 8 years due to the Hood River-White Salmon Bridge Authority (HRWSBA) undertaking the Bridge Replacement Project. This reduction has significantly decreased capital costs from \$90 million to approximately \$6.5 million. Commissioner Fox suggested integrating a detailed scope of work into the CIP.
- d. **Proceed with USCG Rule Change** – Greenwood reported that staff has nearly completed the task of contacting all mariners. Additionally, a process and form for mariners requesting a lift have been



developed by staff. The rule change will come into effect as soon as all mariners have been contacted.

- e. **Policy on Development** – Daryl Stafford, Waterfront Manager, discussed the challenge of balancing public space and parking with the influx of proposals for business and concession developments on the Waterfront. These proposals demand considerable time and effort from both entrepreneurs and Port staff. Additionally, uncertainties in the pipeline make it difficult for the Commission to enter into new agreements or commitments for property use. Stafford sought direction from the Commission on how to address these requests. Following a discussion on waterfront development proposals, the Commission reached a consensus to divide the waterfront into four separate sections: The Hook, Waterfront, Nichols Basin, and Marina. Commissioners were instructed to email Stafford their ideas regarding either implementing a moratorium or specifying the types of businesses allowed in these areas. The results will be presented at the next Commission meeting.
- f. **Waterfront Sustainability** – Greenwood summarized options to increase net income to support the waterfront such as implementing new paid parking areas and contracting for park maintenance. The Port has already secured contracts with Crystal Green for irrigation and other maintenance tasks at the airport and restrooms. Additionally, park sponsorships and an Adopt-A-Beach program are being considered. Commissioner Fox proposed exploring the use of beach tags as another potential option.
- g. **Waterfront Access/Parking** – Greenwood informed the Commission that staff plans to present a Master Services Agreement and Work Order #1 at the April 23 meeting for approval to initiate the development of parking sites on the Waterfront. Proposed areas for parking site development include Lot #1, east Maritime, Lot #900, Lot #5, and a small section west of the sewer plant. Following deliberation, the Commission agreed to proceed with all suggested sites except Lot #1 and Lot #900.
- h. **Administration Building Relocation** – Greenwood updated the Commission on the relocation of the administrative building, noting that the process is awaiting the Notice to Proceed from the Federal Highway Administration (FHWA). The discussion then turned to the relocation of the maintenance shed, with the Commission directing staff to conduct an analysis for a long-term location for the maintenance shed.
- i. **Development of South Apron T-Hangars** – Greenwood noted that the project is progressing. Currently construction costs for the hangars are estimated at \$1.3 million with grant contributions of approximately \$800,000.
- j. **Workforce Housing Park at Lower Mill Site** – Greenwood mentioned that staff has been collaborating with the County and the Odell Sanitary District regarding workforce housing at the Lower Mill site. Additionally, they met with Geoff Owen from Kiewit to discuss workforce housing opportunities. Owen indicated that they wouldn't have clarity on their workforce needs for approximately 12 months and that it's unlikely for Kiewit to build a park site. Instead, they plan to construct fenced lay-down yards, which could potentially serve as dry camping. Commissioner Fox suggested keeping this option open but reducing the location to about 40 spots. Staff was directed to follow up with the Odell Sanitary District after their meeting on April 9 to determine if there is support for this project.

Greenwood provided an update regarding Rapid Readymix, a tenant at Lower Mill, stating that the plant is currently being disassembled and is expected to be completely removed by April 10. The Port has retained an attorney who will represent them in the meeting scheduled for April 12. Staff sought guidance on the next steps for the lot once it is vacated and cleaned up. Staff was directed to do a market analysis on the property to determine what kind of storage units are needed. As well as making the lower lot available for a potential RV park to address workforce housing needs. Lastly, concerns were raised about unauthorized semi-trucks parking on Port property, which staff will follow up on.

- k. **Roundabout at Second and Riverside/Lot 1** – Greenwood mentioned that KPFF and WSP will organize a meeting with the Oregon Department of Transportation (ODOT) Region 1 to seek approval for the roundabout concept. Once approval is obtained, the next step will be to integrate it into the state transportation plan.

V. **OTHER:** None

VI. **ADJOURN:** The Spring Planning Work Session was adjourned by unanimous consent at 4:39 p.m. The Commission was called back into Regular Session at 4:46 p.m.

**ATTEST:**

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

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Michael Fox, Secretary

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

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**Special Meeting**

**PRESENT: Commissioners:** Kristi Chapman, Heather Gehring, Ben Sheppard, Mike Fox, and Tor Bieker. **Staff:** Kevin Greenwood, Debbie Smith-Wagar, Daryl Stafford, Ryan Klapprich, and Patty Rosas.

**ABSENT:** None

**MEDIA:** None

**1. CALL TO ORDER:** President Kristi Chapman called the meeting to order at 4:46 p.m.

**2. CONSENT AGENDA:**

- a. Approve Minutes from the March 19, 2024 Regular Session
- b. Approve Resolution 2023-24-15 Adopting Findings for Sole Source Procurement
- c. Approve Master Service Agreement with WJE for Bridge Lift Engineering Services
- d. Approve Work Order #1 with WJE for Electrical Work on the Bridge
- e. Approve Work Order #10 with PSquare for Tolling System Support
- f. Approve Accounts Payable to Beery Elsner & Hammond LLP

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

**Move:** Gehring

**Second:** Bieker

**Discussion:** Questions arose regarding the procurement process for tolling system support with PSquare. Debbie Smith-Wagar, Finance Director, highlighted that the Port has a distinct relationship with PSquare, allowing for better pricing and potentially designating them as a sole source provider.

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

**MOTION CARRIED**

**3. INFORMATIONAL REPORT:** No Discussion

**4. ADJOURN:** The meeting was adjourned by unanimous consent at 4:50 p.m.

**ATTEST:**

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Kristi Chapman, President

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Michael Fox, Secretary

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# Commission Memo



Prepared by: Debbie Smith-Wagar, Finance Director  
Date: April 23, 2024  
Re: Sole Source Procurement – P Square

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P Square Solutions provides the software support and maintenance of the Port’s back office tolling system, which the Port has trademarked as BreezeBy. P Square calls the software “ETBOS”. The Port first acquired the ETBOS system in 2015. P Square is the only provider of support and maintenance for the ETBOS system.

The Port’s most recent contract with P Square is from 2017. Language in the contract needs to be updated, but it does not make sense for the Port to engage in a full procurement process because the only way to have anyone other than P Square as our service provider is to change software, and that is expensive both in time and money.

Oregon purchasing law does allow a sole source procurement, but the local government review board (LCRB) has to pass a resolution supporting the exemption from a full procurement process.

**RECOMMENDATION:** Motion to approve the resolution adopting findings to justify a sole source contract with P Square Solutions, LLC to provide maintenance and support for the tolling back office system.

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**PORT OF HOOD RIVER  
Resolution No. 2023-24-16**

**A RESOLUTION ADOPTING FINDINGS TO SUPPORT AN EXEMPTION FROM THE  
QUALIFICATIONS-BASED SELECTION PROCESS FOR A CONTRACT FOR ONGOING SOFTWARE-  
RELATED SERVICES, DECLARING SUCH EXEMPTION, AND AUTHORIZING DIRECT AWARD OF A  
CONTRACT TO P-SQUARE SOLUTIONS, LLC (“P-Square”)**

WHEREAS, the Port of Hood River (“Port”) Board of Commissioners (“Board”) is the Local Contract Review Board of the Port; and

WHEREAS, ORS 279B.085(4) authorizes a Local Contract Review Board to exempt certain contracts from the competitive bidding procurement requirements of ORS 279B upon approval of certain findings of fact; and

WHEREAS, the Port’s Local Contract Review Board has determined that directly awarding a contract to P-Square for certain ongoing software-related services will be most beneficial to the Port, is unlikely to encourage favoritism, and is likely to result in substantial cost savings and other benefits, based on the findings attached as Exhibit A; and

WHEREAS, pursuant to ORS 279B.085(5) the Port published notice of the proposed exemption in The Daily Journal of Commerce (April 8<sup>th</sup>), not less than 7 days prior to the date on which the Port Board intends to take action to approve the exemption; and

WHEREAS, after due deliberation, the Port Board, acting as the Local Contract Review Board, hereby adopts the findings in support of direct award of a contract for ongoing software-related services, as set forth in Exhibit A.

NOW, THEREFORE, THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS RESOLVES AS FOLLOWS:

**Section 1. Exemption Approval.** The Board of Commissioners hereby adopts findings supporting an exemption for a contract for ongoing software-related services, declares such an exemption, and authorizes a direct award of this contract to P-Square. The findings are attached to this resolution as Exhibit A.

**Section 2. Effective Date.** This resolution is and shall be effective from and after the date that it is adopted.

Adopted by the Board of Commissioners of the Port of Hood River on this 23<sup>rd</sup> day of April, 2024.

**SIGNED:**

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Kristi Chapman, President

**ATTEST:**

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Michael Fox, Secretary



## **Findings in Support of Direct Award of Tolling Back Office Software and Hardware Maintenance and Support**

### **Resolution No. 2023-24-16, Exhibit A**

Oregon Law generally requires contracting agencies to award contracts for engineering services via a formal, qualification-based selection process. However, in certain cases, an agency may exempt a contract from this process where its local contract review board (“LCRB”) finds that:

(a) An exemption is unlikely to encourage favoritism in awarding software and hardware maintenance contracts or substantially diminish competition for software and hardware maintenance contracts; and

(b) Awarding an engineering contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency.

The Board of Commissioners serves as the LCRB for the Port of Hood River (“Port”). Port staff worked with legal counsel to draft this document, which the Board may adopt to exempt a contract for tolling back office software and hardware maintenance and support from the formal qualifications-based selection process. If approved, staff intends to directly appoint this contract to P Square Solutions, LLC., for the reasons provided below.

#### **Nature of the Project:**

In 2015 the Port of Hood River upgraded its tolling system to ETBOS, a software solution from P Square Solutions. This installation required a complete overhaul of the Port’s tolling system, including integration with new hardware (both computer hardware and tolling equipment such as antennas and sensors in the toll booth area). The Port entered into an agreement with P Square, and a formal contract for ongoing support was entered into in 2017. The contract needs to be updated, and changing the tolling system is an undertaking that would be a major time and money commitment that does not make sense at this time.

#### **Public Notice and Public Hearing:**

As required by ORS 279B.085(5), the Port published notice for interested parties to request a public hearing to comment on these findings in the April 8, 2024 edition of the *Daily Journal of Commerce*. Nobody requested a hearing to make a public comment on these findings. Pursuant to OAR 137-049-0210(2), the LCRB exempts solicitation of the contract from the advertising requirement of ORS 279B.055.

#### **Additional Analysis:**

*The following discussion is offered in support of ORS 279C.335(2) to show the exemption will be unlikely to encourage favoritism and will likely yield cost savings and other benefits to the Port.*

##### **1. Availability of Potential Proposers**

If these findings are approved, the Port will directly award this contract to P Square Solutions, Inc. The ETBOS software is proprietary, so no other firm can offer support for this system. The only alternative would be to replace the entire system, which is both time-consuming and expensive.

## 2. Budget

As mentioned above, the only alternative to P Square would be to replace the whole system. Replacement of the whole system would cost the Port in excess of \$1 million, possibly more.

## 3. Public Benefits of Exemption

The public benefits from keeping with the same company in multiple ways, for example, P Square is familiar with the Port's tolling policies and procedures and can suggest solutions efficiently and effectively. As mentioned above, cost savings is the biggest advantage to a direct appointment.

## 4. Expertise of Staff and Consultants

Port staff and legal counsel have the necessary expertise to solicit, negotiate, administer, and enforce the terms of the contract. A direct appointment would also be administratively simpler for Port staff than the more formal qualifications-based selection process.

***End of Findings***

# Commission Memo



Prepared by: Debbie Smith-Wagar, Finance Director  
Date: April 23, 2024  
Re: P Square Contract

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P Square Solutions provides software support and maintenance of the Port’s back office tolling system, which the Port has trademarked as BreezeBy. P Square calls the software “ETBOS”.

The Port’s most recent contract with P Square is from 2017. Language in the contract needs to be updated. Legal has provided the attached contract. It still needs to be approved by P Square Solutions, LLC.

This is the contract under which work orders will be issued. The Port does not anticipate any more work orders during this fiscal year, but will be bringing a work order to the Commission to cover the next fiscal year’s cost of support and maintenance. The cost of next year’s support and maintenance has not yet been determined by P Square.

**RECOMMENDATION:** Motion to approve the contract with P Square Solutions, LLC to provide maintenance and support for the tolling back office system, subject to P Square’s acceptance and Port’s legal review of any changes to the contract.

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**Port of Hood River**  
**Amended and Restated Application and System Architecture,**  
**Hardware and Installation On-Call Services**

THIS AGREEMENT is made and entered into by and between the **Port of Hood River**, an Oregon municipal corporation, hereinafter referred to as “Port” or “POHR,” and **P-Square Solutions, LLC**, a New Jersey Corporation, hereinafter referred to as “Consultant” or “P Square”.

**Recitals**

WHEREAS, the parties duly executed that certain Application and System Architecture, Hardware and Installation agreement on January 25, 2017 (the “Original Agreement”), whereby P-Square agreed to provide certain services to the Port in connection with the Project (as defined therein); and

WHEREAS, the intent of the Original Agreement and the relationship of the parties has extended beyond this initial Project scope, as partially contemplated in Article III of the Original Agreement; and

WHEREAS, the parties have continued to diligently execute Task Orders (as defined in the Original Agreement), as needed, for additional services thereunder; and

WHEREAS, the parties fully intend, agree, and desire to continue this working relationship and memorialize their intent to fully and clearly establish a contractual relationship for maintenance and improvements to the back office tolling system; and

WHEREAS, the parties desire to restate and amend the Original Agreement in its entirety in order to more fully capture this intent.

NOW, THEREFORE, for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**Agreement**

- I. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in Work Orders issued by the Port from time to time (the “Services”) and to the extent described in this Agreement. All provisions and covenants contained in said Work Orders are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Work Orders (if any) shall be resolved first in favor of this Agreement. Consultant shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. The Consultant shall be responsible for providing, at the Consultant’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement. All Consultant personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Consultant shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Consultant acknowledges and agrees that Port may cause or direct other persons or contractors to provide services for and on behalf of Port that are the same or similar to the Services provided by Consultant under this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines,

television and radio stations, or any other news medium without the prior written authorization of Port. The Port is under no obligation to issue any further Work Orders but may do so at its sole discretion.

II. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this Agreement is fully executed (the "Effective Date") and shall terminate on June 30, 2030, unless sooner terminated or extended under the provisions of this Agreement. All Services under this Agreement shall be completed prior to the expiration of this Agreement.

III. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement and as specified in each individual Work Order. Each Work Order shall include an individual not-to-exceed amount, which may not be exceeded without written approval from the Port. As provided within the compensation of any Work Order, the Port will also reimburse Consultant for reasonable direct expenses incurred by the Consultant ("Reimbursable Expenses"). Consultant will obtain written approval from Port prior to expenditure of any individual Reimbursable Expense that exceeds \$1,00.00. Consultant will not exceed \$5,000.00 in total Reimbursable Expenses per any individual Work Order without prior written Port approval.

Consultant shall submit monthly invoices computed on the basis of the percentage of work completed or hours worked and detailing the Services provided to date. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the Port. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice. Invoices received from the Consultant pursuant to this Agreement will be reviewed and approved by the Port prior to payment.

No compensation will be paid by Port for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Compensation and Reimbursable Expenses shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of Port and Consultant. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Compensation, Reimbursable Expenses, or any stated project schedule due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

If Port does not pay within twenty-five (25) days of receipt of invoice acceptable to Port, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Consultant reserves the right to withhold services or cancel this Agreement if Port's account is more than sixty (60) days delinquent.

IV. **PUBLIC CONTRACTING REQUIREMENTS:**

- a. **Overtime.** Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, and otherwise in accordance with in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938.

- b. Payment for Labor or Material. Consultant shall make payment promptly, as due, to all persons supplying to Contract labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- c. Contributions to the Industrial Accident Fund. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)
- d. Liens and Claims. Consultant shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- e. Income Tax Withholding. Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- f. Medical Care for Employees. Consultant shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Consultant's employee(s), all sums which Consultant agrees to pay for such services and all monies and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)
- g. Non-Discrimination. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- h. Lawn or Landscaping. If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Consultant shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225)
- i. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Consultant shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
- j. Federal Environmental Laws. Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- k. Tax Law Compliance. Consultant (to the best of Consultant knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with, and for the term of this Agreement shall faithfully comply with : (1) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (2) Any tax provisions

imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant; (3) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and (4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- V. **ORIGINAL AGREEMENT SECTIONS.** Sections V through XXXII of the Original Agreement are fully and completely incorporated into this Agreement as if fully set forth herein, and both parties agree to continue to fully abide and be bound by their terms.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed by their respective duly authorized agents effective as of the Effective Date.

**P-Square Solutions, LLC**

**Port of Hood River**

Signed:

Signed:

Name:

Name:

Kevin M. Greenwood

Title:

Title:

Executive Director

Date:

Date:

Address:

Address:

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

Phone/Email:

Phone/Email:

(541) 386-1645

[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)



# Commission Memo



Prepared by: Debbie Smith-Wagar, Finance Director  
Date: April 23, 2024  
Re: Audit Firm Selection

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The Finance Department issued a request for proposals for audit services. There is a lack of licensed municipal auditors in the State of Oregon, but our current auditors did respond wanting to continue to work with the Port. Pauly Rogers and Co., PC, proposed the regular audit at \$42,000 for the fiscal year ending June 30, 2024; \$44,100 for the fiscal year ending June 30, 2025; and \$46,300 for the fiscal year ending June 30, 2026. Single audit fees for federal grants are proposed at \$4,000, \$4,100, and \$4,200 for those fiscal years.

Pauly Rogers provided the attached Engagement Letter covering the audit for the fiscal year ending June 30, 2024. We recommend the Commissioner approve contract award to, and ultimate execution with, Pauly, Rogers and Co for Audit Services, authorize staff to commence contract negotiations, and authorize staff to enter into a contract with Pauly, Rogers and Co for the same.

**RECOMMENDATION:** MOTION to award a personal service contract to Pauly Rogers and Co for audit services, as further provided in Pauly Rogers and Co's provided proposal, and to authorize staff to negotiate and enter into a contract with Pauly Rogers and Co for the same.

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**PAULY, ROGERS, AND Co., P.C.**  
12700 SW 72<sup>nd</sup> Ave. ♦ Tigard, OR 97223  
(503) 620-2632 ♦ (503) 684-7523 FAX  
www.paulyrogersandcpcpas.com

4/17/2024

Port of Hood River  
Hood River, OR

We are pleased to confirm our understanding of the services we are to provide for the year ended June 30, 2024. We will audit the basic financial statements of Port of Hood River as of and for the year ended June 30, 2024.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of Port of Hood River as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Port of Hood River's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Port of Hood River's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The RSI, as identified in the financial report, is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited.

We have also been engaged to report on supplementary information other than RSI that accompanies Port of Hood River's financial statements. We will subject the supplementary information, as identified in the financial report, to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

In connection with our audit of the basic financial statements, we will read the other information, as identified in the financial report, and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

## **Port of Hood River**

**April 17, 2024**

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

### **Audit Procedures—Internal Control**

**Port of Hood River**  
**April 17, 2024**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Port of Hood River’s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Port of Hood River’s major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Port of Hood River’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

**Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include

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identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily

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available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. Your employees will also upload all requested information to our sharefile portal. We anticipate that the audit will be conducted remotely. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Port; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Pauly, Rogers and Co. P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of

**Port of Hood River**  
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Pauly, Rogers and Co. P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Tara Kamp is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them.

Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as we progress through the audit and are payable upon presentation. The fees for our services should not exceed the following, except as noted below:

**Audit Services:**

Financial Statement Audit	\$ 42,000
Single Audit	<u>4,000</u>
Total	<u>\$ 46,000</u>

The single audit fee quoted above includes the selection of one major program (or one cluster) to be tested. Due to risk criteria, some, of which are mandated by the federal government, more programs may be required to be selected for testing. In that case each additional major program will cost \$3,000.

If the Port does not have substantially all items on the preparation list available and ready for audit, including all accounts reconciled, prior to the first day of the scheduled audit, (whether remote or in person), the Port must contact us to re-schedule the audit. Cancellation for any reason must be communicated to the in-charge auditor at least three days prior to the first scheduled date of fieldwork, otherwise a mobilization fee of \$1,000 will be charged to the Port. If the audit team begins the audit, whether remotely or in person, to conduct fieldwork and finds that the books and records are not adequately prepared for audit, the audit team will have to re-schedule fieldwork until such time that the Port's books and records are adequately prepared for audit and a mobilization fee of \$1,000 will be charged to the Port. If the Port is unable to have the audit completed at the time the audit is scheduled because of lack of preparation, we cannot guarantee adequate open time in our calendar to issue the audit to meet your deadlines. Our calendar fills up months in advance and the Port will have to wait for open calendar time. In addition, all items needed to complete the audit including final prep list items, all testing items and documentation, corrections made if any, and any questions answered must be completed 30 days prior to the date of an audit issuance.

\_\_\_\_\_ **\*Initial here** – management accepts their responsibility for adequate audit preparation.

Upon issuance of any invoices, there is a 30 day grace period for payment before a finance charge is assessed on any outstanding balance. Should any outstanding balance for our services exceed 31 days, you will be notified in writing of the balance due for the specified work performed, and we will perform no further services until we are paid in full. A total of three letters will be sent before we begin collection procedures after 120 days. You agree to reimburse us for all administrative, collection service, attorney, and other related filing fees and costs associated with the collection of our fees.

Requests to present the annual financial report to the board of governance or delegated committee will performed remotely.

Any claim arising out of services rendered to this agreement shall be resolved in accordance with the laws of the State of Oregon. It is agreed by the Port and Pauly, Rogers and Co., P.C. or any successors in interest that no claim



**Port of Hood River**  
**April 17, 2024**

arising out of services rendered pursuant to this agreement by or on behalf of the Port shall be asserted more than two years after the date of this engagement report issued by us.

The Port hereby indemnifies Pauly, Rogers and Co., P.C. and its partners, principals and employees and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the Port's management, regardless of whether such person was acting in the Port's interest. This indemnification will survive termination of this letter.

We have provided staff to work with your Port as auditors. In the future, you may decide that you need the services of one or more full-time employees for this work. At that time, we can assist you in identifying qualified individuals. However, because of the knowledge that our staff has obtained about your Port, you may wish to hire one or more of them. If this should occur, we will charge you a recruiting fee equivalent to twenty percent of the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

**Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing body of Port of Hood River, which will also address other information in accordance with AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose. Our latest peer review letter is available on the AICPA website for the public to view.

We appreciate the opportunity to be of service to Port of Hood River and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,



Tara M. Kamp, CPA  
PAULY, ROGERS AND CO., P.C.

**Port of Hood River**  
**April 17, 2024**

Signature: \_\_\_\_\_

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

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

# PAULY, ROGERS AND CO., P.C.

## Certified Public Accountants

*The Leaders in Oregon Municipal Auditing*



Auditing Services Proposal for:

### **Port of Hood River**

April 12, 2024

Pauly, Rogers and Co., P.C.  
Tara Kamp, CPA Partner  
12700 SW 72nd Avenue  
Tigard, OR 97223  
(503) 620-2632  
tarak@rascpas.com

# PAULY, ROGERS AND CO., P.C.

## Certified Public Accountants

*The Leaders in Oregon Municipal Auditing*

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## Port of Hood River



**PAULY, ROGERS, AND CO., P.C.**  
12700 SW 72<sup>nd</sup> Ave. ♦ Tigard, OR 97223  
(503) 620-2632 ♦ (503) 684-7523 FAX  
[www.paulyrogersandcocpas.com](http://www.paulyrogersandcocpas.com)

04/12/2024

### **Debbie Smith-Wagar, Finance Director**

Port of Hood River  
1000 E Port Marina Drive  
Hood River, OR 97031

Thank you for the opportunity to continue to serve as auditors for the Port of Hood River (herein after referred to as the Port) for the years ending June 30, 2024 through June 30, 2026. We believe this proposal provides all the information you will find necessary about our firm and its services. We also believe this proposal shows our enthusiasm and eagerness to be your auditors.

*Pauly, Rogers and Co., P.C.* has been proud to provide auditing services to Oregon governmental and non-profit clients in many industries since 1947. Our experience and longevity in auditing Oregon governments has put us in the forefront of the audit industry in our State. We audit more than 200 Oregon governments annually, making us the largest municipal auditing firm in the state. We believe an audit should not be a rote exercise. On the contrary, it should help our client develop and enhance the capabilities of their staff and help meet the challenges of the future. We believe the audit process can be a powerful tool in helping the Port increase the effectiveness and efficiency of internal controls, reduce unnecessary and costly procedures, provide clear and compliant financial reports and develop best practices for financial oversight. We will not just write up audit findings and let your staff decide how to best fix the issue; instead we will work with staff to provide options on how to resolve complex audit issues in an efficient manner.

In order to best serve you, our audit provides:

- **A complete understanding of the work to be performed.** We communicate often throughout the year and are available to answer questions, even on April 15<sup>th</sup> (our auditors are 100% dedicated to auditing and do not provide tax services). We will ensure that you are apprised of requirements, standards, and rulings that impact financial accounting and reporting, and related compliance. We will communicate during all phases of audit work including a discussion of all audit findings. We are committed to clear communication and do not surprise our clients with audit findings that were not fully discussed with Management on multiple occasions.

## Port of Hood River

- **A large audit staff to handle all of your needs.** Our highly experienced staff will include a lead auditor on your job for all years noted above. We have over 30 auditors dedicated to auditing in the State of Oregon. Since we audit many governments our staff gain in a single year the experience of several years of experience that other firms provide.
- **A commitment to servicing governments in the State of Oregon.** Pauly, Rogers and Co, P.C. has a deep commitment to servicing governments in the State of Oregon. We have made many presentations at the OGFOA conference as well as many other statewide organizations. Our commitment to servicing our State and understanding the complexities of Oregon keeps us in the forefront of auditing in the state.
- **Delivery of audit reports in a timely fashion.** We will meet your deadlines. We understand the investment you make in the audit relationship in terms of dollars and time, and we are committed to providing value with every interaction. In order to meet your deadlines we perform interim work before your books are closed, and we have a large enough staff to perform our final audit work at any time. Our proposed timeline is flexible and will meet your needs!
- **Free assistance with questions.** Our willingness to provide minor technical assistance throughout the year without billing for additional services has been one of the trademarks of Pauly, Rogers and Co., P.C. A great deal of discussion is expected to occur during the year, all of which helps the auditors, as well as the Port properly deal with issues as they arise.

We are confident you will find our firm has the experience and ability to provide the excellent auditing and advisory services you require. You need a firm that understands how Ports operate. We are on the leading edge of governmental auditing in the State of Oregon, serving more entities than any other firm. We would love to continue as the Port's auditors.

Tara Kamp, CPA, as signer of this letter, is authorized to make representations and to execute a personal services contract on behalf of the firm. We accept the terms and conditions of this proposal and we are ready to enter into this contract with the Port. This proposal is a firm and irrevocable offer for ninety (90) days from the date of submission on April 12, 2024. We may be reached at the address and the telephone number listed on page one (1) of this letter should you have any questions.

Very truly yours,



Tara Kamp, CPA Partner  
PAULY, ROGERS AND CO., P.C.

### **Properly Licensed**

All Shareholders are licensed by the Oregon State Board of Accountancy as Certified Public Accountants. We are members of the AICPA.

### **Independence**

All members of the firm are independent of the Port as defined by generally accepted accounting standards, as required by the rules of conduct of the AICPA and Government Auditing Standards. There is no conflict of interest with regard to any work performed for the Port by our firm. We require all staff members to make annual independence representations, which are kept on file in our office.

### **History and Location**

Pauly, Rogers and Co., P.C. is a local firm that has been providing quality accounting services since 1947. Our mission is to provide high quality personnel and cost effective services to meet our clients' needs with an emphasis on improving our clients' performance and accountability. We are located at 12700 SW 72nd Avenue in Tigard, Oregon.

### **Peer Review**

Our firm underwent a peer review for the year ended April 2020, which included a review of specific government engagements. The reviewing firm issued a review rating of pass. A copy of the report is included on the next page.

### **Personnel**

All four partners, as well as other staff members, at Pauly, Rogers and Co., P.C. are licensed as municipal auditors dedicated to auditing Oregon governments. We also have eight Seniors/Managers, eighteen Associates, and four support staff, all available to meet the Port's needs. Our partners value our relationships with Management and Commissioners, and we demonstrate this by having experienced staff available for audit work. This approach allows for high level communication between our staff and yours, and allows for decisions and audit issues to be resolved in a timely manner, which results in a more efficient and effective audit experience for all involved.

### **Client Base and Range of Services**

Our firm specializes in providing auditing and accounting services to not-for-profit and government organizations. We have a sister Company, *RAS Group, LLC*, which provides a wide range of financial, consulting and tax services to individuals and corporations. We have very experienced tax personnel who can assist with any and all of your tax needs. Having a full-service tax business under the same roof as our auditing and accounting business ensures a smooth transition for clients wishing to engage both sets of services.

### **Sustainability**

Our firm uses a paperless audit system in order to reduce our use of our precious natural resources. We also use a Sharefile portal system for the secure transfer of audit documentation between both parties. This portal system also reduces travel costs and reduces the amount of time spent in cars traveling to our audit clients, which reduces our firms' carbon footprint.

### **Insurance**

Our firm has adequate insurance coverage and can provide documentation upon request.





**Report on the Firm's System of Quality Control**

January 31, 2021

To Pauly, Rogers and Co., P.C. and the Peer Review  
Committee of the Oregon Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Pauly, Rogers and Co., P.C. (the firm) in effect for the year ended April 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

190 Camino Oruga, Suite 1 • Napa, CA 94558 • telephone: 707.255.0677 • fax: 707.255.0687  
Member: American Institute of CPAs • California, Hawaii, & Oregon Societies of CPAs



**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Pauly, Rogers and Co., P.C. in effect for the year ended April 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pauly, Rogers and Co., P.C. has received a peer review rating of *pass*.

*Coughlan Napa CPA Company, Inc.*

Coughlan Napa CPA Company, Inc.

**Experience in Conducting Audits of Oregon Governments**

Our firm has over 70 years of serving Oregon and its local governments. Our extensive experience with Oregon governments has allowed us to develop procedures and practices that allow us to stay at the forefront of governmental auditing in our state.

We have also developed specialized audit programs and procedures to ascertain compliance with the many requirements of the Single Audit Act Amendments of 1996 and OMB Uniform Guidance, the Oregon Revised Statutes and other state and federal audit and reporting requirements. Our professional library contains all available specialized audit programs for federal financial assistance programs. Over 30 of our current engagements have Single Audits.

The GFOA Certificate of Achievement for Excellence requires strict conformity with professional standards and requires additional information about the municipality in the program. For the year ended June 30, 2023, we had a total of 18 clients who submitted to GFOA. Two of our partners have been GFOA reviewers. If you desire to get your GFOA certification our staff will assist in obtaining this award.

**Use of Subcontractors**

No subcontractors will be used during the audit. Our firm has the necessary in-house expertise to provide services to the Port.

**Rotation of staff**

Our firm does not rotate staff assigned to the engagement.

**Disciplinary Action**

There was one disciplinary action concerning our firm hiring a CPA from another state, who was not registered with the Oregon Board of Accountancy (OBA). This issue occurred well over four years ago. Our firm was unaware this employee was not registered in the state of Oregon, or that we were required to make certain they were registered in Oregon before we hired the employee. We consider this item minor and it has no bearing on our audit work. The State Board dismissed the action without any action against the firm.

**Audit Clients with Similar Services**

<b>Current Clients</b>	<b>Primary Contact and Title</b>	<b>E-mail/Telephone</b>
City of Coos Bay	Melissa Olson, Finance Director	541-269-1181 <a href="mailto:molson@coosbayor.gov">molson@coosbayor.gov</a>
City of Troutdale	Erich Mueller, Finance Director	503-674-7231 <a href="mailto:erich.mueller@troutdaleoregon.gov">erich.mueller@troutdaleoregon.gov</a>
City of Wood Village	Seth Reeser, Director of Finance	503-489-6858 <a href="mailto:sethr@woodvillageor.gov">sethr@woodvillageor.gov</a>
City of North Bend	Jeff Bridgens, Finance Director	541-756-8529 <a href="mailto:jbridgens@northbendcity.org">jbridgens@northbendcity.org</a>

Pauly, Rogers and Co., P.C. audits many local government entities, including ports, counties, cities, school districts, charter schools, fire district and water districts. We perform over 200 total engagements in the State of Oregon every year.

**Staffing**

Tara Kamp will act as the Engagement Partner and will be directly involved in managing and performing aspects of the audit. Kenny Allen will act as a Concurring Partner on the audit. We have found this review procedure essential in providing quality audit reports for our clients. Lanae Phelps will act as our Senior Compliance Manager, a Senior Manager Kyle Janicki will be appointed to the audit. The team also has at their disposal over twenty additional experienced auditors should the need arise. Resumes have been provided for key staff members involved in the audit, including their credentials and history with the firm.

**Consulting Service Experience**

Most consultations are considered part of the audit fee. For those that are not, we will advise the Port in advance. These have included budget law questions, payroll questions, accounting issues, reporting issues and internal control questions. Other special engagements have included transient occupancy tax testing, off-site revenue collection testing, examination of very specific areas of processes and procedures, and so on.

**Continuing Professional Education/ Professional Development Programs**

All assigned staff have received a minimum of 24 hours of continuing education in governmental accounting and auditing within the past year, and at least 40 hours within the past two years. In addition, all audit staff members meet the GAO's *Government Auditing Standards* "yellow book" education requirements. Our firm employs a wide range of professional development resources available through the Oregon Society of Certified Public Accountants, the Association of Governmental Accountants, the American Institute of Certified Public Accountants and local colleges and universities. This program offers diversity to staff members and allows the firm to acquire specialized knowledge in key areas such as accounting and auditing. We also conduct in house training for all staff on all newly implemented Governmental Accounting Standards Board (GASB) pronouncements each year to keep up to date on current standards.

We make certain our staff are well trained and familiar with accounting pronouncements and standards, which will impact that particular year.

**Auditing Computerized Accounting Systems**

Our firm has developed computerized audit techniques that will be used for analytical review purposes and sampling. The in-charge auditor and their team of auditors are well versed in auditing with our computerized audit techniques. These procedures are a standard part of audit work. These techniques allow us to increase sample sizes and decrease detection risk. This benefits our clients by providing a timely product and the increased efficiency provides the product at a competitive fee. In addition to computer assisted audit techniques, Pauly, Rogers and Co., P.C. uses a software package to assist with auditing that allows us to increase audit efficiency while reducing the use of almost all paper.

**Information Technology Applications**

We encourage the use of our secure electronic delivering system, "Sharefile", which is very similar to Dropbox in that it is any easy and convenient way to send and receive information much more securely than email. This system enables us to receive information as it becomes available and will help in making the audit more efficient.

**Value Added Services**

As one of the largest municipal auditing firms in the State of Oregon we have developed and seen various best-practices across the state. We will share these best practices with the Port which allows the Port to implement the most efficient and effective policies and procedures. We pride ourselves in viewing our role as advisors to the Port in reducing your overall financial risks, rather than providing a commodity based service of providing you with your opinion letters once a year. We strive to build a partnership with the Port and will stay in regular contact to ensure all accounting and auditing related issues are addressed in real time.

**Tara Kamp, CPA****Engagement Partner****Profile**

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Tara joined Pauly, Rogers and Co., P.C. after having graduated with honors from Portland State University with a Bachelor of Science in Business Administration with an emphasis in Accounting. Tara focuses solely on municipal auditing which has led her to become an expert in the field. She has been in a leadership position for more than 15 years at the firm and has been involved in hundreds of municipal audits. During that time she has developed strong relationships with her audit clients as she goes to great lengths throughout the year to answer questions and help solve problems.

**Presentations**

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- Speaker at the Oregon Association for School Business Officials on a variety of topics, including Internal Controls and Best Practices
- Speaker at Zone Meetings for Educational Service Districts on key accounting internal controls, and GASB Statements

**Education, Designations, and Professional Memberships**

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- Bachelor of Science Degree in Business Administration from Portland State University
- Certified Public Accountant #12754
- Licensed Oregon Municipal Auditor #1485
- OSCP Member
- AICPA Member
- Oregon Government Finance Officers Association Member
- Oregon Association of School Business Officials Member
- Past GFOA Technical Reviewer for the ACFR Program
- Past OSCP Education Foundation Board of Directors

**Similar Clients Serviced**

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- Port of Hood River
- City of Coos Bay
- City of Troutdale
- City of Wood Village

**Roy Rogers, CPA, CGFM**  
**Managing Partner****Profile**

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Roy R. Rogers is the Managing Partner of Pauly, Rogers and Co., P.C. During his tenure, the firm has grown from a staff of four to over 30 employees. He has extensive experience auditing local governments, as well as hundreds of not-for-profit entities. His work currently includes fieldwork, report preparation, planning, supervision and final reviews.

Roy has been the Engagement Partner on numerous compliance and financial audits, as well as various consulting engagements. He has over 40 years of direct experience in accounting, auditing and consulting to governmental entities. He manages the firm's engagements to document, evaluate and make recommendations for improvement in internal control systems.

Roy has performed peer reviews for other firms, as well as risk assessments and internal control evaluations. He also speaks at state and international events on leadership and organizational excellence.

**Professional Achievements**

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- Past AICPA Council and Committee member
- OSCP Past President
- Oregon State Board of Accountancy Liaison
- Tigard Rotary Past President
- Past Mayor of Tualatin

**Education, Designations, and Professional Memberships**

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- Bachelor of Science Degree in Accounting, from Portland State University
- Certified Public Accountant #2148
- Licensed Oregon Municipal Auditor #658
- Certified Government Financial Manager
- Certified Global Management Accountant
- OSCP and AICPA Member
- Past GFOA Technical Reviewer for the ACFR Program

**Similar Clients Serviced**

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- City of King City
- City of Maywood Park
- City of Rainier

## Kenny Allen, CPA, CFE Concurring Partner

### Profile

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Kenny joined Pauly, Rogers and Co., P.C. after having worked as an auditor for the General Accounting Office (GAO), the governmental organization responsible for setting Governmental Auditing Standards (GAGAS). He was responsible for the auditing of on-site security for the Internal Revenue Service (IRS) Service Centers and Field Office. His experience with the GAO also included the internal control over the courier service that carried well over \$500 million dollars at times. With Pauly, Rogers and Co., P.C., Kenny has been involved in hundreds of not-for-profit and municipal audits. He has been in a leadership position for the 21 years he's been with the firm. During that time he has successfully assisted his clients in implementing many new accounting and auditing standards. Kenny was one of the first auditors in the state to early implement GASB Statement 34 in 2002, which changed the entire governmental reporting model.

### Presentations

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- Speaker at the Oregon Association for School Business Officials on a variety of topics, including GASB 34, GASB 45, GASB 54, Oregon Municipal Audit Law, and Internal Controls
- Speaker at the Special Districts Association of Oregon on GASB 54, Internal Controls and other GASB Statements
- Speaker at Zone Meetings for Educational Service Districts on key accounting internal controls, board oversight policies, and many GASB Statements

### Education, Designations, and Professional Memberships

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- Bachelor of Science Degree in Criminal Justice and a Post-Baccalaureate degree in Accounting, from Portland State University
- Certified Public Accountant #10042
- Licensed Oregon Municipal Auditor #1344
- Certified Fraud Examiner
- OSCP Member
- Past GFOA Technical Reviewer for the ACFR Program

### Similar Clients Serviced

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- City of Canyonville
- City of Columbia City
- City of Durham
- City of Forest Grove



**Hans Graichen, CPA  
Partner****Profile**

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Hans Graichen received a Bachelor's degree in Criminology from Southern Oregon University. He later returned to school to pursue a career in accounting, and graduated with honors from Portland State University with a Bachelor's degree in Accounting. He joined Pauly, Rogers and Co., P.C. in 2006. Since then, he has been involved in hundreds of audits. He has extensive audit experience, including all phases of the audit process. Hans will supervise all on-site facets of audit, together with the planning and development of an audit program that will fulfill all professional standards and requirements applicable to you.

During the fieldwork and reporting phases, Hans will assist with any difficult accounting and reporting issues, participate in fieldwork and provide on-site review with technical support for the audit team. Hans is very proud of his expertise in minimizing disruption to the client's workplace during on-site fieldwork. He will be assisted by one or two additional staff accountants with experience conducting over fifty audits each. Hans goes to great lengths to make himself available to his clients so he can answer questions and help solve problems, and consult with client staff regarding any proposed transactions or changes in policies.

**Presentations**

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- Audit presenter at Council and Board Meetings for numerous Oregon municipal and non-profit entities

**Education, Designations, and Professional Memberships**

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- Bachelor of Science in Criminology from Southern Oregon University
- Bachelor of Science in Accounting from Portland State University
- Certified Public Accountant #13022
- Licensed Oregon Municipal Auditor #1510

**Similar Clients Serviced**

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- Mastery Learning Institute- Arthur Academy
- Multnomah Learning Academy
- The Emerson School
- Sweet Home Charter School

**Lanae Phelps, CPA  
Senior Manager****Profile**

Lanae received a Bachelor Degree in both Accounting and Business: Finance from George Fox University. Since joining Pauly, Rogers and Co., P.C., she has been involved in hundreds of audit engagements with both municipal and not-for-profit clients. She has extensive audit and review experience, including completing all phases of the audit and review process. She has been at the firm for over 10 years, and has been in a leadership position for 8 years. During that time she led an audit team with over 30 clients and ensured each audit report was issued in a timely manner and that each client was satisfied with their audit experience. She enjoys interacting with clients and works hard to ensure that the audit process goes as smoothly as possible with minimal disruptions to the client.

As the Compliance Manager, Lanae will assist with researching any difficult accounting and reporting issues and will provide technical support for the engagement team with implementing new audit standards. She spends significant time researching standards and regulations to ensure the firm is in compliance with the proper rules and regulations. She will review the audit report and financial report after they have been prepared for accuracy. Lanae is always available for the engagement staff and clients to answer questions and help solve problems.

**Presentations**

- Speaker at the 2015 Oregon Association for School Business Officials on the topic of Preparing for an Audit and CAFR
- Presenter at a multitude of board meetings to discuss client audit reports with the board
- Presenter at internal continuing professional education trainings for staff on various topics

**Education, Designations, and Professional Memberships**

- Bachelor of Art Double Degree in Accounting and Business: Finance from George Fox University, with a Minor in Spanish
- Certified Public Accountant #15304
- Licensed Oregon Municipal Auditor #1633

**Similar Clients Serviced**

- Port of Hood River
- City of Troutdale
- City of Wood Village
- City of Forest Grove
- City of Coos Bay

## Kyle Janicki Team Lead - Manager

### Profile

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Kyle joined Pauly, Rogers and Co., P.C., after graduating from Southern Oregon University with two Bachelor of Science degrees; one in Financial Mathematics and the other in Economics with a concentration in Finance. The Financial Mathematics degree focused on practical analysis of business solvency and optimization. The Economics Finance degree focused on private and public policy with a parallel of forecasting models.

Kyle worked as math teacher and private tutor after being a teaching assistant in college. During his time at Southern Oregon University he worked on campus as a facilities manager.

During the fieldwork and reporting phases, Kyle will assist with any accounting and reporting issues, participate in fieldwork, and provide review with technical support for the audit team. He will be assisted by one or two additional staff accountants with broad governmental auditing experience. Kyle goes to great lengths to make himself available to his clients so he can answer questions and help solve problems, and consult with client staff regarding any proposed transactions or changes in policies.

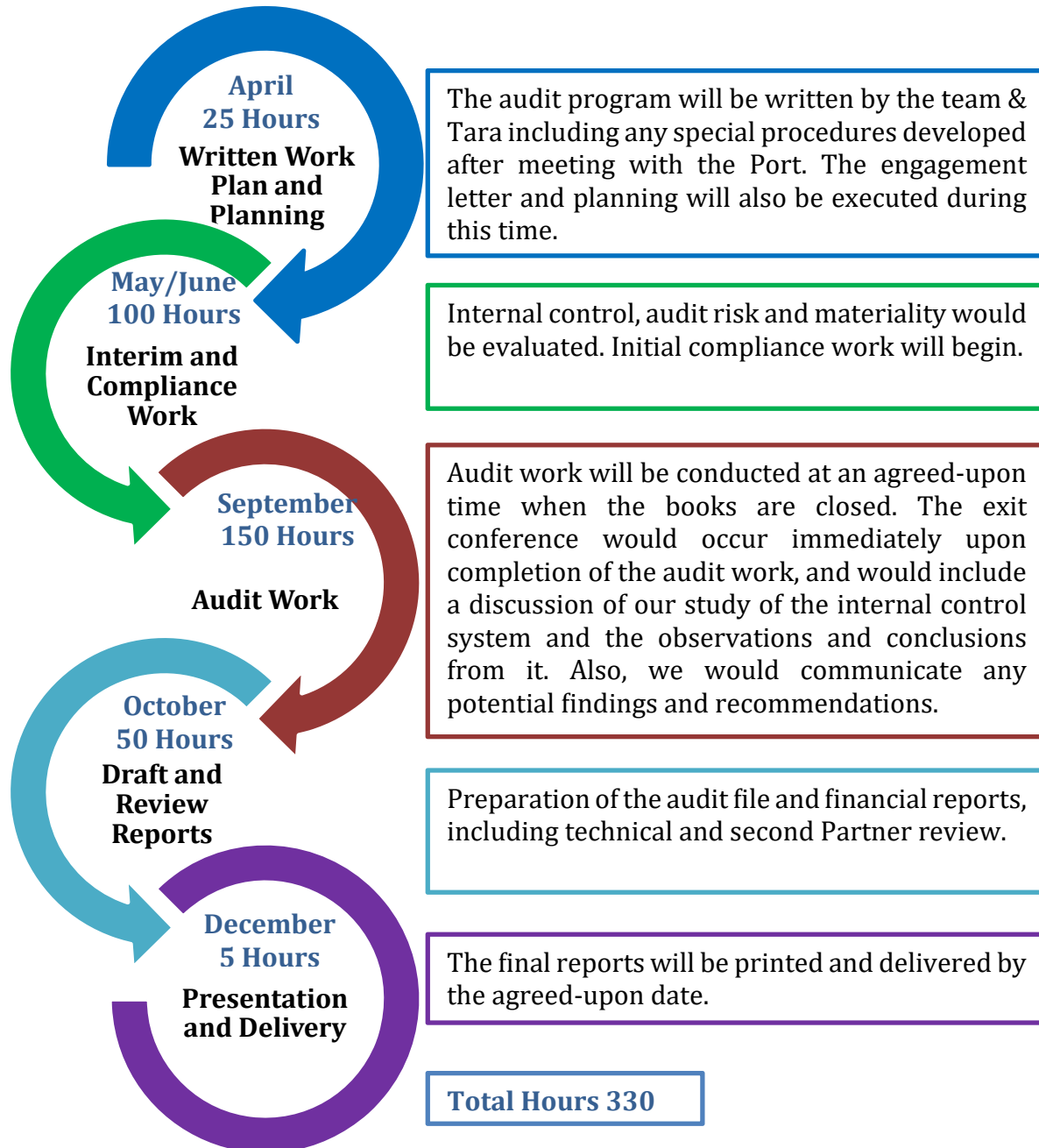
### Education, Designations, and Professional Memberships

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- Bachelor of Science degree in Financial Mathematics accompanied with a Certificate in Applied Finance and Economics from Southern Oregon University
  - Bachelor of Science degree in Economics with a concentration in accompanied with an Applied Statistic Minor from Southern Oregon University
-

### Timeline for Completing the Engagements

**Note:** These hours are an estimate based upon our experience auditing municipal governments. Since we do not bill by the hour, other than for special projects, we will spend whatever amount of time is necessary to meet professional standards and perform the audit in accordance with the proposal. Below is the timeline for the audit noted in the RFP.



Estimated Hours by Team Member

Staff Accountant's	155
Team Lead	95
Managers	30
<u>Partner in Charge</u>	<u>50</u>
Total	330

**Planning**

Annually, our firm develops and updates audit programs for all of our audit clients, specifically tailored for Oregon governments. This process involves the firm's Partners, Managers and Senior Associates, and is designed to develop programs that meet all professional standards of the American Institute of Certified Public Accountants and the *Minimum Standards for Audits of Oregon Municipal Corporations*. During this time, the team would contact the Port's personnel to discuss areas of emphasis, timing of audit work and reporting or other ways our firm can better meet the needs of the Port.

To help provide timely audit reports, we normally perform interim work during a mutually agreeable time. We will send an "Audit Itinerary" early in the fiscal year which includes your audit team contact information as well as interim and final audit preparation lists.

It is expected that all of our audit work and meetings would be conducted remotely.

**Understanding the Port of Hood River Internal Controls**

During interim work, we perform a review of the accounting records in use and conduct an evaluation of internal control as required by generally accepted auditing standards and, when applicable, *Government Auditing Standards*. Our process of gaining an understanding of internal control entails interviewing various accounting staff to develop written walkthrough documents that highlight key controls and control weakness, filling out control checklists, as well as discussions with supervisory staff on areas where controls may be lacking. Any deficiencies encountered in the accounting records or internal control, together with our recommendations, will be discussed with Management at that time. This procedure may permit implementation of corrective action prior to issuance of the audit report and management letter. The work to be performed would include documentation of our understanding of the Port's system of internal accounting controls, initial testing of the accounts payable controls and payroll controls, and initial testing of management's reconciliation procedures for higher risk balance sheet accounts such as cash and investments. Our audit procedures will be developed to target risks identified during our risk assessment of all account balances and transaction classes.

For an audit in accordance with the Single Audit Act, we begin our study and evaluation of the internal control system governing the federal financial assistance programs and begin to assess control risk. This is performed using checklists and procedures developed through years of experience and the most current authoritative guidance. We will also thoroughly research the federal grants selected and use all the OMB circulars and compliance supplements for all areas that we test. Samples are taken and tests performed to ensure processing of data in accordance with prescribed policies and procedures and good management practices. All samples will be the product of "random" sampling, and sample sizes are in accordance with GAO's government auditing standards requirements and will be large enough to assess the control risk at the low level. This work is done once we receive issued federal compliance supplements which are expected in late summer.

**Understanding the Port of Hood River Internal Controls (Continued)**

Also, we can document the Port's compliance with many of the laws and regulations applicable to a Single Audit such as allowable cost, Davis-Bacon Act and procurement procedures. Any problems encountered during our interim tests will be discussed with Management at the conclusion of our interim audit work.

**Analytical Procedures and Substantive Audit Tests**

In conjunction with the Port's personnel, we will schedule a period of time to complete the final audit work for the Port. The audit team would usually consist of two to three accountants. During this time, we will complete our testing of the internal control system and begin substantive testing of the Port's accounts.

Once we get a copy of the final general ledger we will perform an initial analytic review that will highlight areas where there may be significant changes from prior years. We will then determine if these changes are reasonable and this will dictate the level of risk and testing to be applied to each area of the audit.

The substantive testing will include independent confirmations where practical and needed, or examination of subsequent activity, when efficient. Our procedures will include testing the reconciliation of the Port's property tax receipts with those of the County Treasurer, confirmation of revenues received from the State of Oregon and confirmation of any other significant grants or revenues. Tests of expenditures will include sampling of both accounts payable and payroll cycles to ensure adequate coverage. On certain accounts we will perform detailed analytic work that would entail predicting the ending account balance and comparing that with the actual balances, and then determining if the difference is reasonable. If not, we would perform additional tests on that account. We will also perform detailed substantive tests on all other significant balance sheet and income statement accounts.

If there are any audit adjustments, we will discuss this with management and give you our reasoning before we proceed with the adjustment. We will not surprise you with journal entries that are not discussed.

We would complete the grant compliance review during this phase, if necessary. Our program guides will be completed and conclusions documented relating to the assertions implicit in grant compliance and financial reporting.

**Financial Reporting Review and Analysis**

The reporting phase of the engagement will be initiated during audit work and completed in our office after completion of audit work. The reporting phase would be handled by the team. This phase of the audit will include completion of our audit files, analysis and comparisons, as well as a detailed review of the financial statements.

**Financial Reporting Review and Analysis (Continued)**

The review component of the audit includes a review of all workpapers, documents and the financial reports by the team involved in the audit, as well as the compliance manager and manager on the job. At a minimum your audit file and financial statements have three different reviews. The Concurring Partner also performs a technical review of the financial statements and reviews the workpapers for completeness and reviews any important accounting issues, the communication of internal control matters and communication with the governing body, if applicable, and the attorney letter.

**Use of the Port's Personnel**

This proposal is based on the anticipated cooperation of Port's personnel and the assumption that the Port's books will be balanced, reconciled and all accruals made in the timeline set forth in the audit RFP. It is also understood that the Port will prepare all mutually agreed-upon internal financial schedules, and upload all requested files to our secure Sharefile portal. The schedules we request the Port to prepare are no more than those which would be required to prepare a hard, well-documented close of the books at year-end. We request the Port prepare all confirmation letters, retrieve documents, answer questions and, of course, prepare the financials as early in the audit process as possible so that we can audit the financials.

We do not foresee any anticipated issues with the audit of the Port. However, it is possible that issues will arise during the course of the audit. We will keep you up to date of any major audit issues as we become aware of them.

**Ability and Willingness to Provide Constructive Suggestions**

Due to our extensive experience with Oregon governmental audits, we are able to focus on the critical areas and perform the audit in the most efficient manner possible. We can offer valuable suggestions to the Port, as well as compare your procedures with other similar entities. These advantages have kept us in the forefront of municipal auditing in Oregon. As we audit and advise clients, major issues are addressed and solved. We then rely on conversations with client management to address minor issues, and advise upper management and Governing Bodies of our clients when major issues arise.

We are not shy in discussing sensitive topics with any level of management. We never blind-side our clients with un-reviewed management letter comments, and are agreeable to modifying language that does not dilute the message but enhances readers' understanding of the issues.

**Board of Commissioners**

Annually in the planning phase we will send a letter to the governing body requesting information on potential audit areas of interest that we should delve into further. We find that this questionnaire is essential in designing our audit tests. For each issue identified in the questionnaire we will gain a better understanding of the issue and address it as part of our audit process. Upon completion of the audited financial report we will send the governing body a letter detailing the findings of our audit as well as a description of key audit areas and future accounting and auditing pronouncements.

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# PAULY, ROGERS AND CO., P.C.

## Certified Public Accountants

*The Leaders in Oregon Municipal Auditing*



Audit Fee Proposal for:

### **Port of Hood River**

April 12, 2024

Pauly, Rogers and Co., P.C.  
Tara Kamp, CPA Partner  
12700 SW 72nd Avenue  
Tigard, OR 97223  
(503) 620-2632  
tarak@rascpas.com



**PAULY, ROGERS, AND Co., P.C.**  
 12700 SW 72<sup>nd</sup> Ave. ♦ Tigard, OR 97223  
 (503) 620-2632  
 www.paulyrogersandcocpas.com

04/12/2024

**Debbie Smith-Wagar, Finance Director**

Port of Hood River  
 1000 E Port Marina Drive  
 Hood River, OR 97031

Tara Kamp, CPA is authorized to make representations and to execute a personal services contract on behalf of the firm. We accept the terms and conditions of this proposal and we are ready to enter into this contract with the Port. This proposal is a firm and irrevocable offer for ninety (90) days from the date of submission on April 12, 2024.

Our not-to-exceed all-inclusive fees for the years ending June 30, 2024 through 2026 for the Port of Hood River are listed below. The fees are based on the anticipated cooperation of the Port’s staff, and on the assumption that the books will be closed, balanced and all appropriate accounts reconciled to the detail and that the trial balance will have been prepared and made available to us before we begin our final audit work based on the timeline noted in the RPF. It also includes the auditing standards in effect for this year, but not changes in standards or potential scope of work changes that might occur in future years. These fees are inclusive of all staff time, all services outlined below and all of our out-of-pocket expenses for travel, and supplies.

**Fees**

Service	FY 2024	FY 2025	FY 2026
Port Audit	\$ 42,000	\$ 44,100	\$ 46,300
Single Audit, if needed	4,000	4,100	4,200
<b>Total</b>	<b>\$ 46,000</b>	<b>\$ 48,200</b>	<b>\$ 50,500</b>

\*Single audit fee includes one major program. Any addition major programs that require testing will be charged at \$3,000 per program.

**We do not bill by the hour for audits except special projects. So we have not extended the hours by our normal billing rates. We know what it takes to complete an audit and will put in all efforts to complete it professionally without the constraint of being subject to only performing hours in accordance with a budget.**

**Rates for Additional Professional Services**

Pauly, Rogers and Co., P.C. can provide the Port with a variety of services in addition to the annual audit. Special reports, projects or other work undertaken at the client's request is billed at the following hourly rates for 2024: Managing Partner \$225, Partner \$200, Manager \$190, Senior Associate \$160, Associate and Staff Accountant \$110 and Support Staff \$90. At the time of the request, we would estimate the fee to be charged and seek written approval of that fee. Special projects could be unit-priced or receive a reduced fee if they were scheduled at times when we are less busy with audit work.

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# Commission Memo



Prepared by: Daryl Stafford  
Date: April 23, 2024  
Re: Port Waterfront Security Patrol

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In recent years, the Port has contracted with outside security services to provide night-time security patrols of Port buildings and properties; with Kenton Chandler, D.B.A. HRT Security Services from 2018-2022; Best Defense Security in 2022; and in 2023 hiring a Port staff employee for services for a year-round, full-time Security Patrol Worker. Currently the Port is without waterfront security services.

HRT Security is now Chandler Partnership, D.B.A. Hood River Security (HRS) and is representing other businesses located on the waterfront, with expanded services from years past. Port staff recommends that Port enters into a contract with HRS for waterfront security starting May 1, 2024.

The attached draft contract has been reviewed by Port general counsel.

**RECOMMENDATION:** MOTION to authorize contract for Port Waterfront Security Patrol services with Hood River Security.

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## PERSONAL SERVICES CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as “**Port**”), and **Hood River Security (HRS)**, (hereinafter referred to as “**Contractor**”).

In consideration of the mutual covenants set forth in this Agreement, Port authorizes Contractor and Contractor agrees to carry out and complete services as described below:

1. **PROJECT:** Port Waterfront property security patrol and parking enforcement services.
2. **SCOPE OF SERVICES:** The Contractor shall be responsible for the performance of all services as set forth in the scope of services attached hereto and incorporated herein as **Exhibit ‘A’** (the “Services”) and to the extent described in this Agreement and shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the community. All provisions and covenants contained in **Exhibit A** are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and **Exhibit A** (if any) shall be resolved first in favor of this Agreement. The Contractor shall be responsible for providing, at the Contractor’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement. All Contractor personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Contractor shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Contractor acknowledges and agrees that Port may cause or direct other persons or contractors to provide services for and on behalf of Port that are the same or similar to the Services provided by Contractor under this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of Port.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this contract is fully executed and shall terminate on May 1, 2025 or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.
4. **COMPENSATION:** The Port shall pay fees to the Contractor for Services performed under the terms of this Agreement an amount not to exceed **\$35.00 per hour for a 40-hour work week** (“Compensation”), unless otherwise approved by the Port.

Contractor shall submit monthly invoices computed on the basis of the hours of work completed and detailing the services provided to date. Invoices shall include a detailed description of work performed Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice. Invoices received from the Contractor pursuant to this Agreement will be reviewed and approved by the Port prior to payment.

No compensation will be paid by Port for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The compensation shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of Port and Contractor. Failure of Contractor to secure authorization for extra work shall constitute a waiver of all Contractor to adjustment in the compensation due to such unauthorized extra work and Contractor

thereafter shall be entitled to no compensation whatsoever for the performance of such work.

If Port does not pay within twenty-five (25) days of receipt of invoice acceptable to Port, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Contractor reserves the right to withhold services or cancel this Agreement if Port's account is more than sixty (60) days delinquent.

**5. STATUS OF CONTRACTOR AND RELATIONSHIP TO PORT:** The Contractor is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Contractor's employees. Neither the Contractor nor any of the Contractor's employees are nor shall they be deemed employees of the Port. The Contractor is not and shall not act as an agent of the Port. All employees who assist the Contractor in the performance of the Services shall at all times be under the Contractor's exclusive direction and control. The Contractor shall pay all wages, salaries and other amounts due the Contractor's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Contractor has sole authority and responsibility to employ, discharge and otherwise control the Contractor's employees. The Contractor has sole authority and responsibility as principal for the Contractor's agents, employees, sub-Contractors and all others the Contractor hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.

**6. REPRESENTATIONS:** The Contractor represents and covenants that:

- a. The Contractor has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-Contractors of the Contractor employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them. All Work Product of Contractor required to be stamped shall be stamped by the appropriately licensed professional.
- b. To the extent the Contractor deems necessary, in accordance with prudent practices, the Contractor has inspected the sites and all of the surrounding locations whereupon the Contractor may be called to perform the Contractor's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
- c. The Contractor has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
- d. The Contractor is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Contractor's business as now conducted or proposed to be conducted and the Contractor is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
- e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Contractor or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Contractor or any indenture or loan or credit agreement or other material agreement or instrument to which the Contractor is a party or by which the Contractor's properties and



assets may be bound or affected. All such consents and approvals are in full force and effect.

**7. CONTRACTOR'S INSURANCE:**

Contractor shall keep and maintain the following insurance for the duration of the contract period:

- a. 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 Contract.
- b. 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.
- c. Professional Liability insurance with a \$1,000,000 per claim and \$1,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's negligent acts, errors or omissions related to this Contract.
- d. Prior to commencing any work under this Agreement, the Contractor shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Contractor sub-contracts any portion(s) of the Services, said sub-Contractor(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Contractor. If the coverage under this paragraph expires during the term of this Agreement, the Contractor shall provide replacement certificate(s) evidencing the continuation of required policies.
- e. 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 under ORS 656.027.)

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 Commercial 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 required, 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.

If any policy obtained by the Contractor is a claims-made policy, the following conditions shall apply: the policy shall provide the Contractor has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Contractor agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such

policy shall be not later than the date this Agreement is signed by the parties hereto. If the Contractor purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

Insurance: See Exhibit "B".

8. **INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the acts of the Contractor, or any of the Contractor's sub-contractors, Contractor's suppliers and/or Contractor's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Contractor to the Port shall survive the termination or expiration of this Agreement.
9. **CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Contractor agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Contractor by the Port or developed by the Contractor as a result of the performance of this Agreement. The Contractor agrees that if the Port so requests, the Contractor will execute a confidentiality agreement in a form acceptable to the Port and will require any employee or sub-Contractor performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.
10. **ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Contractor, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.
11. **SUBCONTRACTORS:**
  - a. **General.** The Contractor is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-contractor by the Contractor shall be pre-approved by the Port. The Contractor agrees that each and every agreement of the Contractor with any sub-contractors to perform Services under this Agreement shall be terminable without penalty.
  - b. **Sub-Contractor Commitments:** All of the Contractor's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:
    - i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this Agreement.
    - ii. The sub-contractor shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement
    - iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.

The Contractor shall provide the Port with a copy of each subcontract executed with the performance of the Services within seven (7) days of each subcontract's execution.

Sub-contractors who assist the Contractor in the performance of the Services shall at all times be under the Contractor's exclusive direction and control and shall be sub-contractors of the Contractor and not Contractors of the Port. The Contractor shall pay or cause each sub-contractor to pay all wages, salaries and other amounts due to the Contractor's sub-contractors in performance of the duties set forth in this Agreement and shall be responsible for any and all reports and obligations respecting such sub-contractors. All sub-contractors shall have the skill and experience and any license or permits required to perform the Services assigned to them.

If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Agreement as the claim becomes due, the Port may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor pursuant to this Agreement. The Port's payment of a claim under this Section shall not relieve Contractor or Contractor's surety, if any, from responsibility for those claims.

## **12. TERMINATION.**

- a. Mutual Termination. The parties may terminate this Agreement at any time upon mutual written consent of both parties.
- b. Termination for Convenience. In addition to any other rights provided herein, the Port shall have the right, at any time and in its sole discretion, to terminate, for any reason, in whole or in part, this Agreement and further performance of the Services by delivery to the Contractor of written notice of termination specifying the extent of termination and the effective date of termination at least fifteen (15) days prior to termination.
- c. Termination for Cause. Either party may terminate this Agreement due to a material breach of the Agreement, upon thirty (30) days prior written notice to the other party.
- d. Obligations of Contractor. After receipt of a notice of termination, and unless otherwise directed by the Port, the Contractor shall immediately proceed as follows:
  - i. Stop work on the Services as specified in the notice of termination;
  - ii. Terminate all agreements with sub-Contractors to the extent they relate to the Services terminated;
  - iii. Submit to the Port detailed information relating to each and every sub-Contractor of the Contractor under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-Contractor to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-Contractor for substantially the same terms as have been contracted by the Contractor;
  - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
  - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which the Port has or may acquire an interest.
- e. Termination Settlement. After termination, the Contractor shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port.

The Contractor shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Contractor within such thirty-day period. If the Contractor fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Contractor shall be made.

- f. Payment Upon Termination. As a result of termination without cause the Port shall pay the Contractor in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
  - g. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Contractor under this paragraph there shall be deducted any claim which the Port has against the Contractor under this Agreement.
  - h. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Contractor for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.
- 13. FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by unforeseeable circumstances beyond its reasonable control, including but not limited to acts of governmental authorities, civil unrest, war, lockouts, extraordinary weather conditions or other natural catastrophe. For delays resulting from unanticipated material actions or inactions of Port or third parties beyond Contractor's reasonable control, Contractor shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Contractor reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this Agreement subject to termination.
- 14. RECORD KEEPING:** The Contractor shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Contractor's time based and reimbursable costs and expenses under this Agreement. The Contractor shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.
- 15. WORK PRODUCT:** All work product of the Contractor prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Contractor herein remain the property of the Port under all circumstances, whether or not the services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Contractor shall maintain copies on file of any such work product involved in the Services for three (3) years, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

The interest in any intellectual property, including but not limited to copyrights and patents of any

type, arising from the performance of this Agreement and any generated work product shall vest in Port. Contractor shall execute any assignment or other documents necessary to affect this section. Contractor may retain a nonexclusive right to use any intellectual property that is subject to this section. Contractor shall transfer to Port any data or other tangible property generated by Contractor under this Agreement and necessary for the beneficial use of intellectual property covered by this Section.

Subject to the provisions of the Oregon Public Records Law (the "Law"), all construction documents, including, but not limited to, electronic documents prepared under this Agreement are for use only with this project, and may not be used for any other construction related purpose, or dissemination to any contractor or construction related entity without written approval of the Contractor.

**16. CONTRACTOR TRADE SECRETS AND OPEN RECORDS REQUESTS:**

- a. Public Records. The Contractor acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Contractor, are subject to the provisions of the Law, and the Contractor acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Contractor shall be responsible for all Contractors' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Contractor is advised to contact legal counsel concerning such acts in application of the Law to the Contractor.
- b. Confidential or Proprietary Materials. If the Contractor deems any document(s) which the Contractor submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Contractor shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
- c. Stakeholder. In the event of litigation concerning disclosure of any document(s) submitted by Contractor to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Contractor shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

**17. DESIGNATION OF REPRESENTATIVES AND KEY PERSONNEL:** The Port hereby designates Kevin Greenwood, Executive Director and the Contractor hereby designates Kenton Chandler, Principal as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties. In consultation with the Port, the Contractor shall identify the Key Personnel acceptable to the Port who will provide the Services under this Agreement. None of these individuals may be changed, while still in the employ of the Contractor and not on legally required leave, without the Port's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Contractor acknowledges that the Port considers the individuals named as Key Personnel critical to the Contractor providing its Services under this Agreement, and the Port will not pay the cost of any individual providing the Services contemplated by the Key Personnel on behalf of Contractor unless such individuals have been approved by the Port in writing.

**18. PUBLIC CONTRACTING REQUIREMENTS:**

- a. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, and otherwise in accordance with in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938
- b. Payment for Labor or Material. Contractor shall make payment promptly, as due, to all persons supplying to Contract labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- c. Contributions to the Industrial Accident Fund. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)
- d. Liens and Claims. Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- e. Income Tax Withholding. Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- f. Medical Care for Employees. Contractor shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Contractor's employee(s), all sums which Contractor agrees to pay for such services and all monies and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or contract for the purpose of providing or paying for such service. (ORS 279B.230)
- g. Non-Discrimination. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- h. Lawn or Landscaping. If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. (ORS 278B.225)
- i. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
- j. Federal Environmental Laws. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

k. Tax Law Compliance. Contractor (to the best of Contractor knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with, and shall continue to faithfully comply with for the term of this Agreement: (1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (2) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (3) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

19. **NOTICE:** All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. The addresses provided in the signature blocks to this Agreement. When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

20. **ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Contractor and the Port and approved by the Port Commission. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.

21. **INTERPRETATION:** In this Agreement the singular includes the plural, and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

22. **BINDING AGREEMENT:** This agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigners of the parties hereto.
23. **NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
24. **LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Contractor. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Contractor shall have no obligation to perform any non-delegable function.
25. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
26. **OBSERVE ALL LAWS:** The Contractor shall keep fully informed regarding and materially comply with all federal, state, and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.
27. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon. Venue shall be in Hood River, Oregon.
28. **MEDIATION; TRIAL WITHOUT A JURY.** If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.
29. **FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
30. **SEVERABILITY:** If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.
31. **MODIFICATION:** Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of Port and Contractor.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Contractor: Chandler Partnership  
D.B.A. Hood River Security**

**Port of Hood River**

Signed:

Name: Kenton Chandler  
Title: Hood River Security Principal  
Date:  
Address: 1514 Martin Road  
Hood River, OR 97031  
Phone/Email: 541-387-2822  
[Dispatch.hrs@gmail.com](mailto:Dispatch.hrs@gmail.com)

Signed:

Name: Kevin M. Greenwood  
Title: Executive Director  
Date:  
Address: 1000 E. Port Marina Drive,  
Hood River, OR 97031  
Phone/Email: (541) 386-1645  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

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**Personal Services Contract  
Exhibit "A"**

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**I. SCOPE OF WORK:**

Carry out waterfront property patrol and parking enforcement services ("Patrol Services") at the following six (6) areas on the Hood River Waterfront:

- The Hook, West Portway Ave., Jensen West Parking
- Event Site, Lot #1, N. First St.
- The Spit Jetty, Footbridge
- Marina Park, Marina Jetty, Marina Moorage, Marina Guest Dock & Boat Ramp
- Toll Plaza/Port Office Bldg.
- Marina #1 & #2 Buildings, Marina Green

Contractor shall provide the following Patrol Services:

1. Nightly patrols between the hours of 2100 and 0500 on a random basis. Patrols will be conducted in marked or un-marked vehicles by uniformed employees.
2. Enforcement of applicable Oregon laws, City of Hood River Ordinances and Port of Hood River Ordinance 27. Enforce Port of Hood River codes and policies while on duty.
3. Checking/securing Port Park gates. Perform Park and building lock up services as scheduled.
4. Perform required parking enforcement related services including the issuance of parking citations. Work with Waterfront Manager and seasonal parking staff to coordinate parking compliance efforts. Issue parking citations using Pay-to-Park Parking enforcement Handheld device.
5. Security Officers shall perform their duties in an efficient, conscientious manner, and shall be courteous and helpful to all persons on property. Position should exercise discretion and humility.
6. Security Officer(s) shall be responsible for continually patrolling all Waterfront Port owned and controlled properties.
7. Monitor illegal camping sites. Prevent sites from becoming established. Communicate with Hood River Police Department, social services providers, and other property owners to increase awareness.
8. Security Officer(s) are intended to serve as a visual and physical deterrent to crime, and to respond to calls for assistance, and are to call for Police or other emergency response as circumstances warrant. Officers should work to maintain a cooperative relationship with local law enforcement and neighboring private security contractors.
9. All incidents, suspicious or unusual, will be reported to the appropriate authorities and

documented by a written Incident Report. The Incident Reports shall be entered into contractor computer and be available for recall to Port management.

10. Provide daily dock walk; ensure nightly transient moorage documentation is submitted.
11. Protect property assets, limit liability, maintain order, and provide assistance as requested.
12. Investigate issues, concerns, crimes, complaints, and documents as required by the client.
13. Work with Port staff to establish effective and needed security services as needed.
14. Security Officer should be in uniform that clearly identifies the Port or the name of the Contractor.
15. Become familiar with Port facilities ordinances including Dogs at Large provisions.
16. Security officers will have DPSST certification.
17. Contractor reserves the right to temporarily suspend services, regardless of cause, where the potential outcome could adversely affect the safety of officers, clients or public.

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**II. DELIVERABLES:**

Contractor shall use reasonable efforts to keep a log showing of elapsed time performing Patrol Services and a detailed description of all incidents or actions performed in carrying out Patrol Services. The log shall be in a form acceptable to the Port, available for Port review at any time by the Port and which shall be transmitted to the Port on a weekly basis.

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**III. CONSIDERATION:**

Hourly rates under this Contract shall be:

\$35 per hour officer @ 40 hours per week. \$1,400 per week (est. \$5,600 per month)

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**IV. BILLING AND PAYMENT PROCEDURE:**

The Contractor shall submit to the Port a monthly 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/Business Name
- Record of hours worked and a brief description of activities

The Port shall process payment in its normal course and manner for Accounts Payable, net 20 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 and attached    OR     Contractor is exempt

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

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

Required and attached    Waived

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

Required and attached    Waived

4. Professional Liability insurance with a combined single limit per occurrence of not less than \$1,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for personal injury, death or damage of property, including loss of use thereof, arising from the firm's acts, errors or omissions in any way related to this Contract.

Required and attached    Waived

5. On All Types of Insurance. There shall be no cancellation or material change, reduction of limits, or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port.

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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# Commission Memo



Prepared by: Kevin Greenwood  
Date: April 23, 2024  
Re: Communications Contract with Gretchen Goss

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It has been almost a year since the Port published a newsletter. Traditionally, the Port has produced a quarterly newsletter. In addition, there has been some interest in creating an Instagram account that is coordinated with the Port's other social media and newsletter. Goss can also assist with any communications related to the bridge centennial. In the past, there has been less interest by the commission to pursue a rebranding effort and that has not been included.

This is a six-month contract and will be reviewed in the fall to determine the effectiveness of the communication. That will be evaluated by the quality of public feedback.

**RECOMMENDATION:** MOTION to authorize signature of a six-month contract with Gretch Goss to provide newsletter content and social media services for an amount not to exceed \$21,000.

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# Exhibit A



# PROPOSAL

## PORTFOLIO OF SERVICES FOR THE PORT OF HOOD RIVER

Prepared by: Gretchen Goss  
April 11, 2024

### CONTENT CREATION - WRITTEN COMMUNICATION

The quarterly newsletter serves as a means to educate the community about the various projects, events, and news pertaining to The Port of Hood River. This contract covers content creation for the Newsletter, whether occurring quarterly or biannually (TBD). I will provide new vision, insight and voice to the newsletter, aligning with their desire to reach the community and build goodwill with their constituents. With the frequency of the newsletter to be determined, the timeline for this project is subject to change after the first newsletter is released in June.

This proposal is not limited to the newsletter, but focuses on that as the most pressing and time consuming aspect of the written communication needed. Written communication services cover various ghostwriting and copywriting needs.

### TIMELINE

- April: Research and plan
- May: Interview, Draft, Edit
- June - finalize & newsletter published
- August - decide on frequency of newsletter and plan timeline for creation . Timeline for the rest of the year TBD.

### TERMS

- \$50/hr
- Approx. 8 hrs a week, possibly more before first publication.
- Six month contract
- Not to Exceed: \$10,400.00

### WRITTEN CONTENT INCLUDES:

Written Content creation includes but is not limited to:

- Newsletter articles
- Ghostwriting (for the board/staff/etc as needed)
- Blog posts
- Marketing assets (postcards/fliers/signs)



# PROPOSAL

## PORTFOLIO OF SERVICES FOR THE PORT OF HOOD RIVER

Prepared by: Gretchen Goss

April 11, 2024

### CONTENT CREATION - DIGITAL COMMUNICATION

Social Media plays a large role in building customer/constituent trust. In this proposal, I suggest creating an Instagram account and linking it to the existing Facebook account. With strategic social media strategy, we will build the engagement and reach for The Port of Hood River. Posts will educate, inform and excite the community about upcoming projects, stellar employees, events and investments that The Port works hard to manage. This proposal is based on **no more than** 3 posts/reels a week with concurrent stories.

#### TIMELINE

- Phase 1: Research & create brand voice, plan social media calendar
- Phase 2: Build on baseline, engage with community,
- Phase 3: Expand reach, educate and inform with strategic posts.

#### TERMS

- \$50/hr
- Approx. 8 hrs a week, possibly more at request and approval
- Six month contract
- **Not to Exceed \$10,400.00**

### DIGITAL CONTENT INCLUDES:

Digital content creation includes but is not limited to:

- Social media calendar
- All copy for social media posts
- Scheduling social media to post
- Taking photos as needed for the various platforms
- Strategic planning and use of hashtags

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

1. This Contract is entered into between the Port of Hood River ("Port") and Gretchen Goss Creative ("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 **\$20,800** 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 **November 30, 2024**. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent activities or wrongful misconduct of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

**Contractor:**

**Port of Hood River**

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

Title:

Date:

Address:

Phone/Email:

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

Title: Kevin M. Greenwood, Executive Director

Date: April 23, 2024

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

Phone/Email: (541) 386-1645  
kgreenwood@portofhoodriver.com

**Personal Services Contract  
Exhibit A**

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**I. SCOPE OF WORK:**

1. Create, edit articles and content for Port newsletters.
2. Work with newsletter designer to provide content and be available for editing.
3. Provide copywriting needs as requested to be used in press releases, blogs and/or marketing.
4. Create, manage, and provide staff assistance with an Instagram account.
5. Link social media accounts together with Port staff guidance.
6. Take photos as needed for newsletters and social media.

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**II. DELIVERABLES AND TIMEFRAME:**

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

Newsletter content for June and November newsletters

The due dates for the deliverable(s) shall be: June and November for newsletter content; two or three times each month for social media content as coordinated with Port staff.

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**III. CONSIDERATION:**

Hourly rates under this Contract shall be \$50.

Reimbursables under this Contract shall be \_\_\_\_\_n/a\_\_\_\_\_.

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**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
- Record of hours worked and a brief description of activities
- Billing rate applied
- Description of reimbursable items

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

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

**Personal Services Contract  
Exhibit B**

**INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: April 23, 2024  
Re: Design Contract for Waterfront Parking

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Based upon guidance from Spring Planning, staff has received three quotes for providing engineering, design, stormwater reporting, final specifications, and creating/facilitating bid process for developing parking lots at Lot 1 and the E. Maritime Lot. The estimate includes managing the construction of the lots once a contract has been executed in late summer. Construction of both lots would take 4-6 weeks to complete.

HRK Engineering & Field Services has done several projects both for the Port and for other private parking lot development on the waterfront. An initial review shows at least 130 parking spots between the two lots. Last summer's year in review showed a net income generation of approximately \$800 per parking spot.

This proposal would allow for installation of the lots to occur in early fall of this year and paid parking would start early in 2025. Preliminary cost estimates including 30% contingency, project management and design are \$674k with a payback period of seven years.

**RECOMMENDATION:** MOTION to approve contract award to, and ultimate execution with, HRK Engineering for Parking Lot Design not to exceed \$50,000.

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## CONSTRUCTION-RELATED PERSONAL SERVICES CONTRACT

This Agreement is between the Port of Hood River, an Oregon Municipal Corporation, (hereinafter referred to as “**Port**”), and **HRK Engineering & Field Services** (hereinafter referred to as “**Consultant**”).

In consideration of the mutual covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, Port authorizes Consultant and Consultant agrees to carry out and complete services as described below:

1. **PROJECT:** Work shall be performed by Consultant in connection with a project generally described as: **Waterfront Parking Lot Development** (the “Project”).
2. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in Exhibit A (the “Services”) and to the extent described in this Agreement. All provisions and covenants contained in Exhibit A are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Exhibit A (if any) shall be resolved first in favor of this Agreement. Consultant shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the same region of Oregon. The Consultant shall be responsible for providing, at the Consultant’s cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement. All Consultant personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Consultant shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Consultant acknowledges and agrees that Port may cause or direct other persons or contractors to provide services for and on behalf of Port that are the same or similar to the Services provided by Consultant under this Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers, magazines, television and radio stations, or any other news medium without the prior written authorization of Port.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this Agreement is fully executed and shall terminate **June 30, 2025** unless sooner terminated or extended under the provisions of this Agreement. All Services under this Agreement shall be completed prior to the expiration of this Agreement.
4. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of the Services and any project schedule identified in Exhibit A shall be binding on the parties.
5. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement and as specified in Exhibit A. Compensation for the Services shall not exceed **Fifty-thousand dollars (\$50,000.00)** unless otherwise approved in writing by the Port (“Compensation”). If provided in Exhibit A, the Port will also reimburse Consultant for reasonable direct expenses incurred by the Consultant (“Reimbursable Expenses”). Consultant will obtain written approval from Port prior to expenditure of any individual Reimbursable expense that exceeds **\$500.00**.

Consultant will not exceed **\$2,000.00** in total Reimbursable Expenses without prior written Port approval.

Consultant shall submit monthly invoices computed on the basis of the percentage of work completed or hours worked and detailing the Services provided to date. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the Port. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice. Invoices received from the Consultant pursuant to this Agreement will be reviewed and approved by the Port prior to payment.

No compensation will be paid by Port for any portion of the Services not performed. Payment shall not be considered acceptance or approval of any Services or waiver of any defects therein. The Compensation and Reimbursable Expenses shall constitute full and complete payment for said Services and all expenditures which may be made and expenses incurred, except as otherwise expressly provided in this Agreement or agreed to by mutual written and duly signed agreement of Port and Consultant.

If Port does not pay within twenty-five (25) days of receipt of invoice acceptable to Port, the invoice shall incur a service charge of 1.5% per month on the unpaid monthly balance. Consultant reserves the right to withhold services or cancel this Agreement if Port's account is more than sixty (60) days delinquent.

6. **STATUS OF CONSULTANT AND RELATIONSHIP TO PORT:** The Consultant is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.
  
7. **ERRORS IN WORK; EXTRA OR CHANGES IN WORK:** Consultant shall perform such additional work as may be necessary to correct errors in the work required under this without undue delays and without additional cost. Only the Port Key Personnel may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the Compensation, Reimbursable Expenses, or project schedule due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

**8. REPRESENTATIONS:** The Consultant represents and covenants that:

- a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them. All Work Product of Consultant required to be stamped shall be stamped by the appropriately licensed professional.
- b. To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant has inspected the sites and all of the surrounding locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement and is familiar with requirements of the Services and accepts them for such performance.
- c. The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
- d. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
- e. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

**9. CONSULTANT'S INSURANCE:**

Consultant shall keep and maintain the following insurance for the duration of the contract period:

- a. 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 Contract.
- b. 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.
- c. Professional Liability insurance with a \$1,000,000 per claim and \$2,000,000 in the aggregate for malpractice or errors and omissions coverage against liability for personal injury, death, or damage of property, including loss of use thereof, arising from the firm's negligent acts, errors or omissions related to this Contract.
- d. Prior to commencing any Services under this Agreement, the Consultant shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general

liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.

- e. 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 under ORS 656.027.)

As evidence of the insurance coverage required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the Port at the time Consultant returns the signed Agreement. The Commercial General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Consultant's services to be provided under this Agreement. 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 required, complete copies of the insurance policy shall be provided to the Port. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

If any policy obtained by the Consultant is a claims-made policy, the following conditions shall apply: the policy shall provide the Consultant has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Consultant agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

10. **INDEMNIFICATION:** The Consultant shall indemnify, defend and hold harmless the Port, its commissioners, employees and agents, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the acts of the Consultant, or any of the Consultant's sub-consultants, Consultant's suppliers and/or Consultant's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Consultant to the Port shall survive the termination or expiration of this Agreement.
11. **CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the Port, any and all information given to the Consultant by the Port or developed by the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the Port so requests, the Consultant will execute a confidentiality agreement in a form acceptable to the Port and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the Port to execute such a confidentiality agreement.

**12. ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party. In the event of dissolution, consolidation or termination of the Port, the parties agree that the Port may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

**13. SUBCONSULTANTS:**

- a. General. The Consultant is solely and fully responsible to the Port for the performance of the Services under this Agreement. Use of any sub-consultant by the Consultant shall be pre-approved by the Port. The Consultant agrees that each and every agreement of the Consultant with any sub-consultants to perform Services under this Agreement shall be terminable without penalty.
- b. Sub-Consultant Commitments: All of the Consultant's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:
  - i. The subcontract/contract is immediately terminable without cause, and cost for such termination activities shall be determined according to the terms of this Agreement.
  - ii. The sub-consultant shall carry insurance in forms and amounts satisfactory to the Port in its sole discretion, as provided by this Agreement.
  - iii. All warranties (express or implied) shall inure to the benefit of the Port and its successors and assigns.
  - iv. The subcontract/contract shall be subject to all applicable public contracting terms and provisions, as required by state law.

The Consultant shall provide the Port with a copy of each subcontract executed with the performance of the Services within seven (7) days of each subcontract's execution.

Sub-consultants who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be sub-consultants of the Consultant and not consultants of the Port. The Consultant shall pay or cause each sub-consultant to pay all wages, salaries and other amounts due to the Consultant's sub-consultants in performance of the duties set forth in this Agreement and shall be responsible for any and all reports and obligations respecting such sub-consultants. All sub-consultants shall have the skill and experience and any license or permits required to perform the Services assigned to them.

If Consultant fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a subcontractor by any person in connection with this Agreement as the claim becomes due, the Port may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Consultant pursuant to this Agreement. The Port's payment of a claim under this Section shall not relieve Consultant or Consultant's surety, if any, from responsibility for those claims.

**14. TERMINATION NOT-FOR-CAUSE:**

- a. Termination for Cause.

- i. Consultant shall remedy any breach of this Agreement within the shortest reasonable time after Consultant first has actual notice of the breach or Port notifies Consultant of the breach, whichever is earlier. If Consultant fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within ten (10) days of actual notice or the Port's mailing, Port may terminate that part of the Agreement affected thereby upon written notice to Consultant, may obtain substitute services in a reasonable manner, and recover from Consultant the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.
  - ii. If the breach is material and Consultant fails to either remedy the breach or actively begin and maintain efforts satisfactory to the Port to remedy the breach within five (5) days of the Port's notice Port may then treat Consultant as being in default and pursue any remedy available for such default at law or in equity.
  - iii. Pending a decision to terminate all or part of this Agreement, Port unilaterally may order Consultant to suspend all or part of the Services under this Agreement. If Port suspends terminates all or part of the Agreement pursuant to this Section, Consultant shall be entitled to compensation only for Services rendered prior to the date of termination or suspension, but not for any Services rendered after Port ordered termination or suspension of those Services. If Port suspends certain Services under this Agreement and later orders Consultant to resume those Services, Consultant shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
  - iv. To recover amounts due under this Section, Port may withhold from any amounts owed by Port to Consultant, including but not limited to, amounts owed under this or any other Agreement between Consultant and Port.
- b. Termination for Convenience.** In addition to any other rights provided herein, the Port shall have the right to terminate all or part of this Agreement at any time and for its own convenience, by written notice to Consultant.
- c. Obligations of Consultant.** After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:
- i. Stop work on the Services as specified in the notice of termination;
  - ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
  - iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
  - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and

- v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
  - d. Termination Settlement. After termination, the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.
  - e. Payment Upon Termination. As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
  - f. Port's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
  - g. Partial Termination. If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.
15. **FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by unforeseeable circumstances beyond its reasonable control, including but not limited to acts of governmental authorities, civil unrest, war, lockouts, extraordinary weather conditions or other natural catastrophe. For delays resulting from unforeseeable material actions or inactions of Port or third parties beyond Consultant's reasonable control, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this Agreement subject to termination.
16. **RECORD KEEPING:** The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement, or for three (3) years after all other pending matters in connection with this Agreement are closed. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
17. **WORK PRODUCT:** All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port

to the Consultant herein remain the property of the Port under all circumstances, whether or not the Services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years after Port makes final payment on this Agreement and all other pending matters are closed, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement and any generated work product shall vest in Port. Consultant shall execute any assignment or other documents necessary to affect this section. Consultant may retain a nonexclusive right to use any intellectual property that is subject to this section. Consultant shall transfer to Port any data or other tangible property generated by Consultant under this Agreement and necessary for the beneficial use of intellectual property covered by this section

Subject to the provisions of the Oregon Public Records Law (the "Law"), all construction documents, including, but not limited to, electronic documents prepared under this Agreement are for use only with this Project, and may not be used for any other construction related purpose, or dissemination to any contractor or construction related entity without written approval of the Consultant.

**18. CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:**

- a. Public Records. The Consultant acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Consultant, are subject to the provisions of the Law, and the Consultant acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.
- b. Confidential or Proprietary Materials. If the Consultant deems any document(s) which the Consultant submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.
- c. Stakeholder. In the event of litigation concerning disclosure of any document(s) submitted by consultant to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.



**19. DESIGNATION OF REPRESENTATIVES AND KEY PERSONNEL:** The Port hereby designates Kevin Greenwood, Executive Director and the Consultant hereby designates \_\_\_\_\_, [\_\_\_\_\_] as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties (collectively, the “Key Personnel”). In consultation with the Port, the Consultant shall identify the Key Personnel acceptable to the Port who will provide the Services under this Agreement. None of these individuals may be changed, while still in the employ of the Consultant and not on legally required leave, without the Port’s prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Consultant acknowledges that the Port considers the individuals named as Key Personnel critical to the Consultant providing its Services under this Agreement, and the Port will not pay the cost of any individual providing the Services contemplated by the Key Personnel on behalf of Consultant unless such individuals have been approved by the Port in writing.

**20. PUBLIC CONTRACTING REQUIREMENTS**

- a. Overtime. Any person employed on work under this Agreement, other than a person subject to being excluded from the payment of overtime pursuant to either ORS 653.010 to 653.261 or 29 USC §201 to 209, shall be paid at least time and a half for all overtime worked in excess of 10 hours in any one day or 40 hours in any one week, and for all work performed on a Saturday or any legal holiday, or for all work performed on any other holiday specified in a collective bargaining agreement. (ORS 279B.235)
- b. Payment for Labor or Material. Consultant shall make payment promptly, as due, to all persons supplying to Contract labor or material for the performance of the work provided for in this Agreement. (ORS 279B.220)
- c. Contributions to the Industrial Accident Fund. Consultant shall pay all contributions or amounts due the Industrial Accident Fund from Consultant incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)
- d. Liens and Claims. Consultant shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)
- e. Income Tax Withholding. Consultant shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)
- f. Hours of Labor. Consultant shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. (29 USC §§ 201 *et. seq.*)
- g. Medical Care for Employees. Consultant shall promptly, as due, make payment of all sums to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care incident to the sickness or injury of Consultant's employee(s), all sums which Consultant agrees to pay for such services and all monies and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or contract

for the purpose of providing or paying for such service. (ORS 279B.230)

- h. Non-Discrimination.** Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.
- i. Foreign Contractor.** If Consultant is not domiciled in or registered to do business in the state of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Consultant shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.
- j. Federal Environmental Laws.** Consultant shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- k. Tax Law Compliance.** Consultant (to the best of Consultant knowledge, after due inquiry), for a period of no fewer than six calendar years (or since the firm's inception if less than that) preceding the effective date of this Agreement, faithfully has complied with, and for the term of this Agreement shall continue to comply with:

1) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

2) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;

3) Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and

4) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**21. NOTICE:** All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Notice, bills, payments, and other information shall also be made via email to the parties listed in the address block below. Payments may be made by personal delivery, mail, or electronic transfer. The addresses provided in the signature blocks to this Agreement. When notices are so mailed, they shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this Section.

**22. ENTIRE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights,

duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission. The Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute but one and the same Agreement. Any party shall be entitled to sign and transmit electronic signatures to this Agreement (whether by facsimile, .pdf, or electronic mail transmission), and any such signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature to this Agreement agrees to promptly execute and deliver to the other parties, upon request, an original signed Agreement.

- 23. INTERPRETATION:** In this Agreement the singular includes the plural, and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to “writing” include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the Agreement, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.
- 24. BINDING AGREEMENT:** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigners of the parties hereto.
- 25. NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- 26. LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.
- 27. LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
- 28. OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with

all federal, state, and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.

29. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon. Venue shall be in Hood River, Oregon.
30. **MEDIATION; TRIAL WITHOUT A JURY.** If either party has a claim or dispute in connection with this Agreement, it shall first attempt to resolve the dispute through mediation. The parties shall mutually select an acceptable mediator, shall equally share the applicable mediation fees, and shall mutually select an applicable mediation venue. If either party fails to proceed in good faith with the mediation, or the parties otherwise fail to resolve the claim via the mediation process, the claiming party may proceed with litigation. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees, in both mediation and litigation.
31. **FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
32. **SEVERABILITY:** If any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.
33. **MODIFICATION:** Any modification of the provisions of this Agreement shall be reduced to writing and signed by authorized agents of Port and Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Consultant: HRK Engineering**

**Port of Hood River**

Signed:

---

Name:

Title:

Date:

Address:

Phone/Email:

Signed:

---

Name:

Title:

Date:

Address:

Phone/Email:

Kevin M. Greenwood

Executive Director

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

(541) 386-1645

[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

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April 17, 2024

Port of Hood River  
Mr. Kevin Greenwood - Port Director  
1000 E Marina Drive  
Hood River, Oregon 97031

**Subject:** Proposal & Cost Estimate for Civil Design  
Anchor Way - Portway Parking Lots  
Port of Hood River – Hood River, Oregon 97031

Dear Mr. Greenwood:

HRK Engineering and Field Services, LLC (HRK) is pleased to submit this proposal to provide civil engineering and construction surveying services for two proposed parking lots located in the Port of Hood River, Hood River, Oregon.

### **Project Background**

Mr. Kevin Greenwood, Port of Hood River Director, contacted HRK on April 11, 2024, to request civil engineering and construction surveying services to design two parking lots located on two vacant lots in the Port of Hood River, Hood River, Oregon.

After having a detailed discussion with you, we have developed a comprehensive understanding of your requirements. We have also created two draft drawings to propose potential layouts that cater to your needs (Anchor Way Parking – Exhibit 1) and (Portway Parking – Exhibit 2); these layouts provide 66 parking stalls in each of the proposed parking lots. Our extensive experience working with the City of Hood River on similar projects during the past 15 years has enabled us to refine our approach and provide you with the best possible service. Based on all these factors, we have defined a clear scope of work that aligns with your expectations.

### **Proposed Scope of Services**

In order to deliver two complete sets of construction drawings for this work, HRK has proposed a series of tasks that will ensure the successful completion of the project. Tasks 2 and 3 will concentrate on creating a comprehensive set of civil drawings that will accurately represent the design and layout of the construction sites. Task 4 will be to design the stormwater management report, which will ensure that the site is equipped to handle any potential issues related to stormwater management. Task 5 will provide the necessary time and resources to support the previous tasks, ensuring

that the project is completed on time and within budget. In addition, bidding documents will be prepared and written in this task.

### **Task 1: Project Management**

HRK has allocated specific time frames for each task to ensure the project progresses smoothly. The tasks include project management, writing detailed specifications, creating bid documents and schedules, attending meetings for progress updates, and budget control to monitor cost estimates.

Deliverables: Specification in PDF and Word format.

### **Task 2: Topographic Survey**

HRK will perform a topographic survey of the sites, recording all the public and private utilities, property corners, recorded easements, and all the existing features present at the site.

Deliverables:

- Topographic Survey Base Map in CAD and PDF format.

### **Task 3: Civil Design**

HRK will use the base map created from the topographic survey to design the layout plan for the proposed parking lots. As part of this task, HRK will complete the following construction drawings in accordance with the City of Hood River Engineering Standards: Cover Sheet, General Notes, Testing Schedule, Existing Ground Conditions, Erosion and Sediment Control, Site Plan, Grading Plan, Storm Sewer Plan, Private Utilities, and Standard Details.

Deliverables:

- Drawings in CAD and PDF format.

### **Task 4: Stormwater Management Report**

HRK will design the storm drainage conveyance system and grading plan following the City of Hood River engineering standards. If required by the City of Hood River Engineering Department, HRK will design the detention and water quality facilities and prepare the Stormwater Management Report.

Deliverables:

- Design Drawings in CAD and PDF format.
- Stormwater Report in PDF format.



## **Task 5: Building Preparation and Office Support**

HRK has set aside time to assist with invoicing and budget control management and to prepare and write the bid documents for these two projects.

Deliverables:

- Bid documents in PDF format.
- Invoices in PDF format.

## **Task 6: Project Administration**

As part of the project administration, HRK will assist with bid results and contractor selection. Construction for the two proposed parking lots has been assumed to take 8 weeks. During this time, HRK will provide construction management, inspection, and density testing services. Additionally, HRK will perform construction staking and a survey as built.

Deliverables:

- Daily construction reports.
- Compaction reports
- As-built drawings in CAD and PDF format.

## **Proposed Budget, Authorization, and Schedule**

The cost estimated to perform the proposed work is \$49,981 on a time-and-material, not-to-exceed basis. This cost estimate is based on information available to HRK at this time and represents the sum of all the tasks described in this proposal. HRK will bill for time and materials, consistent with the attached proposed cost estimate. If additional work is required outside this scope of work, HRK will get your approval before executing such work. In the event conditions change, unforeseen circumstances are encountered, or work efforts are redirected, we will seek your authorization to modify the scope of work and cost estimate.

We are excited to start this project as soon as we receive approval for the proposal and cost estimate. Once we have secured the approval, we will commence work immediately and follow the attached schedule detailed in Exhibit 3 to ensure a smooth and successful project outcome.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions about this proposal or require any additional information, please do not hesitate to contact Carlos Garrido at 541-386-6480 or by email at [cgarrido@hrkus.com](mailto:cgarrido@hrkus.com)

Sincerely,  
HRK Engineering and Field Services, LLC

A handwritten signature in black ink, appearing to read 'Carlos Garrido', written in a cursive style.

Carlos Garrido, Principal

Attachment: Cost Estimate  
Exhibit 1  
Exhibit 2  
Exhibit 3

Client: Mr. Kevin Greenwood

Address: 1000 E Port Marina Drive - Hood River, OR 97031

Project: Anchor Way - Portway Parking Lots

HRK Engineering #: 24-016

LABOR CATEGORY	Unit	Billing Rate	TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		TASK 6		TOTALS	
			Project Management		Topographic Survey		Civil Design		Stormwater Report		Bidding Preparation Office Support		Project Administration		Hrs	\$
			Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$
Project Manager	HR	\$ 135.00	10.00	\$ 1,350.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	10.00	\$ 1,350.00
Professional Engineer	HR	\$ 180.00	3.00	\$ 540.00	0.00	\$ -	4.00	\$ 720.00	4.00	\$ 720.00	0.00	\$ -	0.00	\$ -	11.00	\$ 1,980.00
Senior Engineer	HR	\$ 145.00	12.00	\$ 1,740.00	0.00	\$ -	20.00	\$ 2,900.00	22.00	\$ 3,190.00	30.00	\$ 4,350.00	144.00	\$ 20,880.00	228.00	\$ 33,060.00
Staff Surveyor	HR	\$ 110.00	0.00	\$ -	8.00	\$ 880.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	8.00	\$ 880.00
Designer	HR	\$ 105.00	0.00	\$ -	4.00	\$ 420.00	16.00	\$ 1,680.00	4.00	\$ 420.00	0.00	\$ -	8.00	\$ 840.00	32.00	\$ 3,360.00
Survey Crew	HR	\$ 200.00	0.00	\$ -	12.00	\$ 2,400.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	13.65	\$ 2,730.00	25.65	\$ 5,130.00
Office Tech Support	HR	\$ 77.00	0.00	\$ -	0.00	\$ -	8.00	\$ 616.00	10.00	\$ 770.00	0.00	\$ -	0.00	\$ -	18.00	\$ 1,386.00
Clerical	HR	\$ 72.00	4.00	\$ 288.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	12.00	\$ 864.00	0.00	\$ -	16.00	\$ 1,152.00
<b>Subtotal Direct Labor</b>			<b>29.00</b>	<b>\$ 3,918.00</b>	<b>24.00</b>	<b>\$ 3,700.00</b>	<b>48.00</b>	<b>\$ 5,916.00</b>	<b>40.00</b>	<b>\$ 5,100.00</b>	<b>42.00</b>	<b>\$ 5,214.00</b>	<b>165.65</b>	<b>\$ 24,450.00</b>	<b>348.65</b>	<b>\$ 48,298.00</b>

EXPENSES	Unit	Billing Rate	QTY	\$	QTY	\$	QTY	\$	QTY	\$	QTY	\$	QTY	\$	QTY	\$
Communication	% DL	1.00		\$ 39.18		\$ 37.00		\$ 59.16		\$ 51.00		\$ 52.14		\$ 244.50	0.00	\$ 482.98
Mileage	Miles	\$ 0.72	100.00	\$ 71.50	40.00	\$ 28.60		\$ -		\$ -		\$ -		\$ -	140.00	\$ 100.10
Field Supplies	LS	\$ 50.00	1.00	\$ 50.00	2.00	\$ 100.00	2.00	\$ 100.00	1.00	\$ 50.00	2.00	\$ 100.00		\$ -	8.00	\$ 400.00
Office Supplies	LS	\$ 50.00	4.00	\$ 200.00		\$ -		\$ -		\$ -	4.00	\$ 200.00	6.00	\$ 300.00	14.00	\$ 700.00
<b>Subtotal Expenses</b>				<b>\$ 360.68</b>		<b>\$ 165.60</b>		<b>\$ 159.16</b>		<b>\$ 101.00</b>		<b>\$ 352.14</b>		<b>\$ 544.50</b>		<b>\$ 1,683.08</b>
<b>DIRECT LABOR &amp; EXPENSES SUBTOTAL</b>				<b>\$ 4,278.68</b>	<b>\$ 3,865.60</b>	<b>\$ 6,075.16</b>	<b>\$ 5,201.00</b>	<b>\$ 5,566.14</b>	<b>\$ 24,994.50</b>	<b>\$ 49,981.08</b>						

<b>TASK AND PROJECT TOTALS</b>				<b>\$ 4,278.68</b>	<b>\$ 3,865.60</b>	<b>\$ 6,075.16</b>	<b>\$ 5,201.00</b>	<b>\$ 5,566.14</b>	<b>\$ 24,994.50</b>	<b>\$ 49,981.08</b>						
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# Commission Memo



Prepared by: Kevin Greenwood  
Date: April 23, 2024  
Re: Work Orders No. 2 & 3 with Anne Medenbach for Leasing Services

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On January 23, 2024, the Commission directed staff to procure the services of a real estate agent to assist with the sale of the Big 7 Building. After final interviews, the Commission authorized an Exclusive Listing Agreement (ELA) with Anne Medenbach of Copper West Real Estate on March 19th. This ELA acts like a Master Services Agreement (MSA) in that additional listing or leasing agreements can be approved during the term of the ELA. Medenbach is currently marketing the building.

Due to recent personnel changes, management is looking for contract support to renew existing leases and also to market and fill vacancies throughout Port properties. Medenbach is uniquely capable of providing these services.

The following two work orders will provide the following on a six-month basis:

Work Order No. 2: Owner will pay agent 1% for each lease renewal located in existing space. Owner will pay agent 1% for any new leases placed in the Big 7 building. Six-month term.

Work Order No. 3: Owner will pay agent 3% for each new lease in which there is a new tenant in a currently vacant space other than the Big 7 building. Six-month term.

**RECOMMENDATION:** MOTION to authorize work orders number two and three with Anne Medenbach, Copper West, for real estate leasing services.

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9.3 EXCLUSIVE LISTING AGREEMENT

1 This is a legally binding agreement establishing an exclusive agency relationship between Seller, Principal Broker and Principal Broker's
2 Firm and establishing Seller's obligations to compensate Principal Broker and Firm. If Seller does not understand this agreement, Seller
3 should seek the advice of legal and financial professionals.

4 1. Parties to this Agreement.

5 Seller Port of Hood River Broker Anne Medenbach
6 Seller Principal Broker Rita Ketler
7 Seller Principal Broker's Firm Copper West Real Estate ("Firm")
8 Seller

9 2. Purpose. This Agreement establishes Firm's exclusive right to sell the property located at 616 Industrial Street, Hood River, OR 97031
10 ("Property"), and more particularly described in the associated MLS Data Input Form (attach as an exhibit to this Agreement).

11 3. Exclusive Right to Sell. Under this Exclusive Right to Sell, Seller agrees that Firm shall be entitled to a commission under the terms
12 described in Section 7 below ("Brokerage Fee").

13 4. Agents. By signing below, Seller understands and agrees that this Agreement creates an agency relationship with Broker, Principal
14 Broker, Anne Medenbach, CCIM [insert name(s) of additional agents acting
15 as seller's agent], and with any other agent associated with Firm that Firm appoints to act as Seller's agent (collectively and individually
16 "Seller's Agent"). Seller acknowledges having received the Oregon Real Estate Agency Disclosure Pamphlet at first contact with Seller's
17 Agent and represents that Seller understands the contents of said Pamphlet. A Form 9.2 Disclosed Limited Agency Agreement will be
18 required (i) if buyer's agent is associated with Firm or (ii) if Principal Broker or any Seller's Agent intend to represent both a buyer and
19 Seller in this transaction.

20 5. Term. This Agreement shall commence when signed by all parties in Section 21 below, and expires at 11:59 p.m. on
21 10-31-2024 [Date]. If Seller accepts an offer to purchase or lease the Property, the Term extends through the date of closing for
22 that transaction. Upon expiration, this Agreement terminates except Seller remains obligated under Section 7 below.

23 6. Listing Terms. Seller agrees to list the Property for \$ ("Listing Price").

24 7. Brokerage Fee. The Brokerage Fee is a fee for services rendered established by the parties to this agreement. It is not fixed,
25 controlled, or recommended by law, the MLS, or any other person not a party to this Agreement. Seller shall pay a Brokerage Fee
26 if any of the following occurs:

- 27 (i) Seller sells the Property during the term of this Agreement or any extension or renewal of the Agreement Term; or
28 (ii) Seller's Agent finds a buyer who is ready, willing, and able to purchase the Property at or above the Listing Price during the
29 term of this Agreement or any extension or renewal of the Agreement Term; or
30 (iii) Seller accepts an offer on Property but refuses to close the sale on the terms of the accepted offer
31 (iv) Within [X] 120 Calendar Days or [ ] Calendar Days after expiration or termination of this Agreement, Seller sells
32 Property to a person with whom Seller's Agent placed Seller in contact.

33 The Brokerage Fee shall be equal to [X] 1.000 % of the Gross Sales Price, or shall be equal to [ ] \$ . The Gross Sales price is
34 the sales price unmodified by seller concessions or buyer upgrades. The Brokerage Fee shall be negotiable throughout the Term of
35 this Agreement. The Brokerage Fee will be paid to Firm at Closing of the sale. Seller instructs Escrow to pay Firm the Brokerage Fee
36 out of proceeds of the Sale.

37 8. Multiple Brokerage Fees Prohibited. If Seller lists the Property with a subsequent duly licensed real estate broker or principal broker
38 after expiration or mutually agreed upon termination of this Agreement, and application of this Agreement would result in Seller
39 paying more than one Brokerage Fee, no Brokerage Fee will be due under this Agreement. This provision does not apply if Seller
40 unilaterally terminates.

41 9. Cooperating Broker Fee. A Cooperating Broker Fee paid to the cooperating broker through the Principal Broker is not required
42 and is not fixed, controlled or recommended by law, the MLS, or any other person not a party to this Agreement. If the box below
43 is checked, the Seller authorizes Principal Broker to advertise and offer the below Cooperating Broker Fee arrangement:
44 [ ] If this box is checked and cooperating broker takes part in the sale, Principal Broker shall pay the cooperating broker an amount
45 equal to [ ] % of the Gross Sales Price, or an amount equal to [ ] \$ , out of Brokerage Fee in Section 7.

Seller Initials
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### EXCLUSIVE LISTING AGREEMENT

46 If no Cooperating Broker Fee is offered or if the Cooperating Broker Fee is less than the total value of the cooperating broker's expected  
 47 compensation from a Buyer Representation Agreement, Buyer may request Seller to pay the Buyer's broker fees as a contribution to  
 48 Buyer's closing costs. Seller is not obligated to agree to any Buyer requests to pay Buyer's broker fees.  
 49

50 **10. Earnest Money Forfeited.** Seller's Agent and Seller agree that (Choose one):

- 51  If a Sale Agreement is terminated and the buyer forfeits their Earnest Money, Seller's Agent's expenses, including without  
 52 limitation advertising costs and attorney fees, will be paid from the forfeited Earnest Money. Up to half of the remaining funds  
 53 will be disbursed to Firm, up to the Brokerage Fee. All remaining funds will be disbursed to Seller.  
 If a Sale Agreement is terminated and the buyer forfeits their Earnest Money, all funds will be disbursed to Seller.

54 **11. Insufficient Funds.** If the proceeds from the sale of Property are insufficient to cover closing costs, Seller agrees and acknowledges  
 55 that Seller will remain responsible for paying all closing costs and debts including the Brokerage Fee.

56 **12. Termination; Early Termination Fee.** The parties may mutually terminate this Agreement with a written termination statement  
 57 signed by Seller and Principal Broker or Broker acting on behalf of Principal Broker. Seller may unilaterally terminate this Agreement  
 58 before the end of the Term ("Early Termination"). As a condition required for an Early Termination, Seller shall pay an "Early  
 59 Termination Fee" equal to 25% of the expected Brokerage Fee based on the Listing Price stated above. If a Brokerage Fee is payable  
 60 to Firm at the time of the Early Termination, Seller shall remain obligated to pay the Brokerage Fee to Firm at Closing, but will not be  
 61 required to pay an Early Termination Fee. If a Brokerage Fee is payable to Firm under Section 7(iv) above, the amount of any Early  
 62 Termination Fee paid by Seller shall be deducted from the Brokerage Fee.

63 **13. Services; Authority.** Seller authorizes Seller's Agent to market the Property and authorizes Seller's Agent to:

- 64 (i) Place a "For Sale" sign on the Property and remove other similar signs;  
 65 (ii) Turn on, leave on, or cause utility providers to do so, any of the Property's utilities to permit showing of Property;  
 66 (iii) Gather and disclose any information pertaining to encumbrances on or condition of the Property;  
 67 (iv) Access the Property at reasonable times to show it to prospective buyers;  
 68 (v) Advertise the Property and information about the Property in any manner deemed appropriate by the Seller's Agent;  
 69 (vi) Accept deposits on behalf of Seller;  
 70 (vii) Deliver documents, disclosures, and addendums to buyers on behalf of Seller;  
 71 (viii) Share commissions, compensation, finder's fees or Brokerage Fees with cooperating brokers and cooperating firms;  
 72 (ix) Communicate with Seller by telephone, text messaging, facsimile, email and/or other electronic means during and after the  
 73 Term of this Agreement.

74 If Property is occupied by a tenant, Seller will obtain permission and authority from tenant to permit the above services where  
 75 necessary. Seller authorizes marketing of the Property to begin on 04/18/2024 ("Marketing Date").

76 **14. Optional Authorizations.** By checking the below boxes, Seller further authorizes only the following selected actions:

- 77  Seller's Agent may place a lockbox on the Property, with Seller responsible for all risk of loss or damage stemming from such  
 78 lockbox;  
 79  Seller's Agent may advertise the Property on the Internet in addition to the multiple listing services selected below  
 80  Seller's Agent may advertise the Property with the following multiple listing services, and Seller authorizes the uncompensated  
 81 use, relicense, repurpose, and display of Property photos and Property data on the same:  Regional Multiple Listing Service  
 82 (RMLS)  Oregon Data Share/Flex MLS (Southern Oregon MLS, MLS of Central Oregon, Klamath County Association of  
 83 REALTORS®)  Lincoln County MLS (LCMLS-O)  Clatsop MLS (CMLS)  Tillamook County Board MLS (TCBMLS)  Willamette  
 84 Valley MLS (WVMLS)  Intermountain MLS (IMLS)

85 **15. Seller Representations.** Seller represents and warrants the following:

- 86 (i) Seller has authority to convey marketable and insurable title to the Property and to enter into this Agreement;  
 87 (ii) Seller will cooperate with Seller's Agent to sell the Property;  
 88 (iii) Seller shall accurately and truthfully complete a **Property Disclosure Statement** if required by law or contract;  
 89 (iv) If Property is subject to Lead-Based Hazard disclosures, Seller shall accurately and truthfully complete any required disclosure  
 90 statements;  
 91 (v) Seller acknowledges that Seller's Agent may not have made inquiries or investigations into the Property and may rely on  
 92 Seller's disclosure statements;

Seller Initials \_\_\_\_\_

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Leasing and

Page 2 of 3



EXCLUSIVE LISTING AGREEMENT

- (vi) All information provided by Seller and all information Seller will provide is and will be correct, complete, and not misleading to the best of Seller's knowledge and ability;
(vii) Seller will install approved smoke and carbon monoxide detectors as required by Oregon law;
(viii) Seller will comply with all laws relating to the Property and sale thereof, including fair housing laws; and
(ix) On the closing of the sale and date of possession, the Property will be free from material defects and in substantially its present condition.

16. FIRPTA. The Foreign Investment in Real Property Tax Act of 1980 requires buyers withhold certain amounts of money at closing to cover the tax when purchasing Foreign-Person owned property. To avoid delays in closing, Seller must complete a FIRPTA disclosure based on the following: [ ] Seller is a foreign person under FIRPTA; or [X] Seller is not a foreign person under FIRPTA

17. Indemnification. Seller shall protect, defend, indemnify, and hold harmless Seller's Agent, Firm, and their respective agents, assigns and employees from and against:

- (i) Any damages other than for those caused by Seller's Agent's failure to comply with duties owed to all parties in a transaction as a result of Seller's Agent's representation of Seller;
(ii) all losses, costs, liabilities, claims, damages, and expenses of every character and kind, as incurred, relating to or arising out of inaccuracy, nonfulfillment or breach of any representation, warranty, covenant or agreement made by Seller in the Sale Agreement;
(iii) any legal action including any counterclaim based on facts that, if true, would constitute a breach of any representation, warranty, covenant or agreement made by Seller in the Sale Agreement;

relating to or arising out of any act or omission of Seller prior to the Closing Date; or information and disclosures about the Property provided by Seller.

18. Dispute Resolution. Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement, shall be exclusively resolved in accordance with this dispute resolution provision, under the laws of Oregon. All disputes within the jurisdiction of the small claims court shall be submitted to small claims court in the county where the Property is located. All disputes not within the jurisdiction of the small claims court will be resolved through mediation, and if unresolved through mediation, to binding arbitration through Arbitration Services of Portland (ASP) according to the then-existing rules of ASP. The prevailing party in any dispute resolution procedure (as determined by the judge, mediator or arbitrator, as applicable) shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred at trial, on appeal, at mediation and at arbitration.

The following matters are excluded from this Dispute Resolution provision:

- (i) Any matter within the jurisdiction of probate, small claims, or bankruptcy court;
(ii) Matters that must be exclusively resolved under Article 17 of the Code of Ethics and Professional Standards Policies of the National Association of REALTORS®; and
(iii) Matters related to contracts with Seller that predate this Agreement and contain a mandatory mediation or arbitration provision.

SELLER HAS BEEN ADVISED TO CONSULT INDEPENDENT LEGAL COUNSEL TO UNDERSTAND THE PROVISIONS OF THIS AGREEMENT AND BY CONSENTING TO THIS AGREEMENT, HEREBY WAIVES THE CONSTITUTIONAL RIGHT TO BRING ISSUES AND CLAIMS RELATED TO THIS AGREEMENT TO A TRIAL BY JUDGE OR JURY, OTHER THAN SMALL CLAIMS COURT PROCEEDINGS, IN ANY STATE OR FEDERAL ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY.

19. Modification. No provision in this Agreement may be modified except in a writing signed by Seller and Principal Broker.

20. Additional Provisions. Seller means Landlord and Buyer means Tenant. This listing agreement is for leasing services for new and existing tenants. Broker will negotiate lease terms for approval by the Port Board. Port shall provide the lease draft to Broker.

21. Signatures

Seller: Port of Hood River Dated:
Seller: Dated:
Seller: Dated:
Seller: Dated:

Broker [signing for Broker, individually, and on behalf of Principal Broker]: Rita Ketler

Dated:



9.3 EXCLUSIVE LISTING AGREEMENT

This is a legally binding agreement establishing an exclusive agency relationship between Seller, Principal Broker and Principal Broker's Firm and establishing Seller's obligations to compensate Principal Broker and Firm. If Seller does not understand this agreement, Seller should seek the advice of legal and financial professionals.

1. Parties to this Agreement.

Seller Port of Hood River Broker Anne Medenbach
Seller Principal Broker Rita Kettler
Seller Principal Broker's Firm Copper West Real Estate ("Firm")
Seller

2. Purpose. This Agreement establishes Firm's exclusive right to sell the property located at Multiple, see addendum, Hood River, OR ("Property"), and more particularly described in the associated MLS Data Input Form (attach as an exhibit to this Agreement).

3. Exclusive Right to Sell. Under this Exclusive Right to Sell, Seller agrees that Firm shall be entitled to a commission under the terms described in Section 7 below ("Brokerage Fee").

4. Agents. By signing below, Seller understands and agrees that this Agreement creates an agency relationship with Broker, Principal Broker, Anne Medenbach, CCIM [insert name(s) of additional agents acting as seller's agent], and with any other agent associated with Firm that Firm appoints to act as Seller's agent (collectively and individually "Seller's Agent"). Seller acknowledges having received the Oregon Real Estate Agency Disclosure Pamphlet at first contact with Seller's Agent and represents that Seller understands the contents of said Pamphlet. A Form 9.2 Disclosed Limited Agency Agreement will be required (i) if buyer's agent is associated with Firm or (ii) if Principal Broker or any Seller's Agent intend to represent both a buyer and Seller in this transaction.

5. Term. This Agreement shall commence when signed by all parties in Section 21 below, and expires at 11:59 p.m. on 10-31-2024 [Date]. If Seller accepts an offer to purchase or lease the Property, the Term extends through the date of closing for that transaction. Upon expiration, this Agreement terminates except Seller remains obligated under Section 7 below.

6. Listing Terms. Seller agrees to list the Property for \$ [Listing Price].

7. Brokerage Fee. The Brokerage Fee is a fee for services rendered established by the parties to this agreement. It is not fixed, controlled, or recommended by law, the MLS, or any other person not a party to this Agreement. Seller shall pay a Brokerage Fee if any of the following occurs:

- (i) Seller sells the Property during the term of this Agreement or any extension or renewal of the Agreement Term; or
(ii) Seller's Agent finds a buyer who is ready, willing, and able to purchase the Property at or above the Listing Price during the term of this Agreement or any extension or renewal of the Agreement Term; or
(iii) Seller accepts an offer on Property but refuses to close the sale on the terms of the accepted offer
(iv) Within [X] 120 Calendar Days or [ ] Calendar Days after expiration or termination of this Agreement, Seller sells Property to a person with whom Seller's Agent placed Seller in contact.

The Brokerage Fee shall be equal to [X] 3.000 % of the Gross Sales Price, or shall be equal to [ ] \$ [ ]. The Gross Sales price is the sales price unmodified by seller concessions or buyer upgrades. The Brokerage Fee shall be negotiable throughout the Term of this Agreement. The Brokerage Fee will be paid to Firm at Closing of the sale. Seller instructs Escrow to pay Firm the Brokerage Fee out of proceeds of the Sale.

8. Multiple Brokerage Fees Prohibited. If Seller lists the Property with a subsequent duly licensed real estate broker or principal broker after expiration or mutually agreed upon termination of this Agreement, and application of this Agreement would result in Seller paying more than one Brokerage Fee, no Brokerage Fee will be due under this Agreement. This provision does not apply if Seller unilaterally terminates.

9. Cooperating Broker Fee. A Cooperating Broker Fee paid to the cooperating broker through the Principal Broker is not required and is not fixed, controlled or recommended by law, the MLS, or any other person not a party to this Agreement. If the box below is checked, the Seller authorizes Principal Broker to advertise and offer the below Cooperating Broker Fee arrangement:
[X] If this box is checked and cooperating broker takes part in the sale, Principal Broker shall pay the cooperating broker an amount equal to [X] 1.500 % of the Gross Sales Price, or an amount equal to [ ] \$ [ ], out of Brokerage Fee in Section 7.

Seller Initials \_\_\_\_\_





### EXCLUSIVE LISTING AGREEMENT

46 If no Cooperating Broker Fee is offered or if the Cooperating Broker Fee is less than the total value of the cooperating broker's expected  
 47 compensation from a Buyer Representation Agreement, Buyer may request Seller to pay the Buyer's broker fees as a contribution to  
 48 Buyer's closing costs. Seller is not obligated to agree to any Buyer requests to pay Buyer's broker fees.

49 **10. Earnest Money Forfeited.** Seller's Agent and Seller agree that (Choose one):

- 50  If a Sale Agreement is terminated and the buyer forfeits their Earnest Money, Seller's Agent's expenses, including without  
 51 limitation advertising costs and attorney fees, will be paid from the forfeited Earnest Money. Up to half of the remaining funds  
 52 will be disbursed to Firm, up to the Brokerage Fee. All remaining funds will be disbursed to Seller.  
 53  If a Sale Agreement is terminated and the buyer forfeits their Earnest Money, all funds will be disbursed to Seller.

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 57 signed by Seller and Principal Broker or Broker acting on behalf of Principal Broker. Seller may unilaterally terminate this Agreement  
 58 before the end of the Term ("Early Termination"). As a condition required for an Early Termination, Seller shall pay an "Early  
 59 Termination Fee" equal to 25% of the expected Brokerage Fee based on the Listing Price stated above. If a Brokerage Fee is payable  
 60 to Firm at the time of the Early Termination, Seller shall remain obligated to pay the Brokerage Fee to Firm at Closing, but will not be  
 61 required to pay an Early Termination Fee. If a Brokerage Fee is payable to Firm under Section 7(iv) above, the amount of any Early  
 62 Termination Fee paid by Seller shall be deducted from the Brokerage Fee.

63 **13. Services; Authority.** Seller authorizes Seller's Agent to market the Property and authorizes Seller's Agent to:

- 64 (i) Place a "For Sale" sign on the Property and remove other similar signs;  
 65 (ii) Turn on, leave on, or cause utility providers to do so, any of the Property's utilities to permit showing of Property;  
 66 (iii) Gather and disclose any information pertaining to encumbrances on or condition of the Property;  
 67 (iv) Access the Property at reasonable times to show it to prospective buyers;  
 68 (v) Advertise the Property and information about the Property in any manner deemed appropriate by the Seller's Agent;  
 69 (vi) Accept deposits on behalf of Seller;  
 70 (vii) Deliver documents, disclosures, and addendums to buyers on behalf of Seller;  
 71 (viii) Share commissions, compensation, finder's fees or Brokerage Fees with cooperating brokers and cooperating firms;  
 72 (ix) Communicate with Seller by telephone, text messaging, facsimile, email and/or other electronic means during and after the  
 73 Term of this Agreement.

74 If Property is occupied by a tenant, Seller will obtain permission and authority from tenant to permit the above services where  
 75 necessary. Seller authorizes marketing of the Property to begin on 04/23/2024 ("Marketing Date").

76 **14. Optional Authorizations.** By checking the below boxes, Seller further authorizes only the following selected actions:

- 77  Seller's Agent may place a lockbox on the Property, with Seller responsible for all risk of loss or damage stemming from such  
 78 lockbox;  
 79  Seller's Agent may advertise the Property on the Internet in addition to the multiple listing services selected below  
 80  Seller's Agent may advertise the Property with the following multiple listing services, and Seller authorizes the uncompensated  
 81 use, relicense, repurpose, and display of Property photos and Property data on the same:  Regional Multiple Listing Service  
 82 (RMLS)  Oregon Data Share/Flex MLS (Southern Oregon MLS, MLS of Central Oregon, Klamath County Association of  
 83 REALTORS®)  Lincoln County MLS (LCMLS-O)  Clatsop MLS (CMLS)  Tillamook County Board MLS (TCBMLS)  Willamette  
 84 Valley MLS (WVMLS)  Intermountain MLS (IMLS)

85 **15. Seller Representations.** Seller represents and warrants the following:

- 86 (i) Seller has authority to convey marketable and insurable title to the Property and to enter into this Agreement;  
 87 (ii) Seller will cooperate with Seller's Agent to sell the Property;  
 88 (iii) Seller shall accurately and truthfully complete a **Property Disclosure Statement** if required by law or contract;  
 89 (iv) If Property is subject to Lead-Based Hazard disclosures, Seller shall accurately and truthfully complete any required disclosure  
 90 statements;  
 91 (v) Seller acknowledges that Seller's Agent may not have made inquiries or investigations into the Property and may rely on  
 92 Seller's disclosure statements;

**Seller Initials** \_\_\_\_\_

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Leasing- part of



EXCLUSIVE LISTING AGREEMENT

- (vi) All information provided by Seller and all information Seller will provide is and will be correct, complete, and not misleading to the best of Seller's knowledge and ability;
(vii) Seller will install approved smoke and carbon monoxide detectors as required by Oregon law;
(viii) Seller will comply with all laws relating to the Property and sale thereof, including fair housing laws; and
(ix) On the closing of the sale and date of possession, the Property will be free from material defects and in substantially its present condition.

16. FIRPTA. The Foreign Investment in Real Property Tax Act of 1980 requires buyers withhold certain amounts of money at closing to cover the tax when purchasing Foreign-Person owned property. To avoid delays in closing, Seller must complete a FIRPTA disclosure based on the following: [ ] Seller is a foreign person under FIRPTA; or [X] Seller is not a foreign person under FIRPTA

17. Indemnification. Seller shall protect, defend, indemnify, and hold harmless Seller's Agent, Firm, and their respective agents, assigns and employees from and against:

- (i) Any damages other than for those caused by Seller's Agent's failure to comply with duties owed to all parties in a transaction as a result of Seller's Agent's representation of Seller;
(ii) all losses, costs, liabilities, claims, damages, and expenses of every character and kind, as incurred, relating to or arising out of inaccuracy, nonfulfillment or breach of any representation, warranty, covenant or agreement made by Seller in the Sale Agreement;
(iii) any legal action including any counterclaim based on facts that, if true, would constitute a breach of any representation, warranty, covenant or agreement made by Seller in the Sale Agreement;

relating to or arising out of any act or omission of Seller prior to the Closing Date; or information and disclosures about the Property provided by Seller.

18. Dispute Resolution. Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement, shall be exclusively resolved in accordance with this dispute resolution provision, under the laws of Oregon. All disputes within the jurisdiction of the small claims court shall be submitted to small claims court in the county where the Property is located. All disputes not within the jurisdiction of the small claims court will be resolved through mediation, and if unresolved through mediation, to binding arbitration through Arbitration Services of Portland (ASP) according to the then-existing rules of ASP. The prevailing party in any dispute resolution procedure (as determined by the judge, mediator or arbitrator, as applicable) shall be entitled to recover all reasonable attorneys' fees, costs and expenses incurred at trial, on appeal, at mediation and at arbitration.

The following matters are excluded from this Dispute Resolution provision:

- (i) Any matter within the jurisdiction of probate, small claims, or bankruptcy court;
(ii) Matters that must be exclusively resolved under Article 17 of the Code of Ethics and Professional Standards Policies of the National Association of REALTORS®; and
(iii) Matters related to contracts with Seller that predate this Agreement and contain a mandatory mediation or arbitration provision.

SELLER HAS BEEN ADVISED TO CONSULT INDEPENDENT LEGAL COUNSEL TO UNDERSTAND THE PROVISIONS OF THIS AGREEMENT AND BY CONSENTING TO THIS AGREEMENT, HEREBY WAIVES THE CONSTITUTIONAL RIGHT TO BRING ISSUES AND CLAIMS RELATED TO THIS AGREEMENT TO A TRIAL BY JUDGE OR JURY, OTHER THAN SMALL CLAIMS COURT PROCEEDINGS, IN ANY STATE OR FEDERAL ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY.

19. Modification. No provision in this Agreement may be modified except in a writing signed by Seller and Principal Broker.

20. Additional Provisions. Seller is Landlord and Buyer is Tenant. Broker will list properties for lease as notified by Landlord. Each property will be listed at the price and terms outlined by the Landlord. Any lease terms will be proposed to Landlord and Continued... See Addendum Additional Provisions 1

21. Signatures

Seller: Port of Hood River Dated:
Seller: Dated:
Seller: Dated:
Seller: Dated:

Broker [signing for Broker, individually, and on behalf of Principal Broker]: Rita Ketler

Dated:

Sale Agreement # \_\_\_\_\_



**OVERFLOW ADDENDUM**

1 **1. Property Address or Description: Multiple, see addendum, Hood River, OR 97031**

2 **2. Names of Parties to this Agreement:**

3	<b>Buyer</b> _____	<b>Seller</b> <u>Port of Hood River</u>
4	<b>Buyer</b> _____	<b>Seller</b> _____
5	<b>Buyer</b> _____	<b>Seller</b> _____
6	<b>Buyer</b> _____	<b>Seller</b> _____

7 **3. Description of Addendum.**

8 This Addendum modifies the above referenced Sale Agreement. Upon Mutual Acceptance of this Addendum by Buyer and Seller, the  
9 terms of this Addendum are made a part of the Sale Agreement. To the extent that the terms or provisions in this Addendum conflict  
10 with terms or provisions in the Sale Agreement, the terms or provisions in this Addendum will control. All provisions of the Sale  
11 Agreement not modified by this Addendum will remain unchanged.

12 **4. Agreement.**

13 **The Parties agree as follows: 1) Additional Provisions**  
14 **approved prior to a lease being executed. The properties included in this listing agreement are all located in Hood River and**  
15 **are: 205 Wasco Loop, 400 Portway Ave., 600 E Marina Drive and 700 E. Port Marina Drive.**

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40 **5. Signatures.**

41 **By signing below, the Parties agree to the terms of this Addendum and make it part of the above referenced Sale Agreement:**

42	Buyer: _____	Dated: _____	Seller: _____	Dated: _____
			<b>Port of Hood River</b>	
43	Buyer: _____	Dated: _____	Seller: _____	Dated: _____
44	Buyer: _____	Dated: _____	Seller: _____	Dated: _____
45	Buyer: _____	Dated: _____	Seller: _____	Dated: _____

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: April 23, 2024  
Re: Executive Director Authorization

---

Resolution will authorize the Executive Director to sign all documents necessary or convenient to finalize the sale of property located at 3289 Neal Creak Mill Road, Hood River, Oregon 97031 to Mt. Hood Railroad.

**RECOMMENDATION:** Motion to approve Resolution 2023-24-17 authorizing Executive Director Kevin Greenwood to sign deeds and documents to transfer interests in Port real property.

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PORT OF HOOD RIVER  
Resolution No. 2023-24-17

RESOLUTION AUTHORIZING PORT EXECUTIVE DIRECTOR  
TO SIGN DOCUMENTS AND DEED TO  
TRANSFER INTERESTS IN PORT REAL PROPERTY

WHEREAS, the Port of Hood River ("Port") entered into an agreement attached as Exhibit A with Hood River Railroad LLC dba Mt. Hood Railroad ("Mt. Hood Railroad") dated April 3, 2024 ("Agreement") to sell certain real property commonly known as 3289 Neal Creek Mill Road, in the County of Hood River, Oregon ("Property"); and

WHEREAS, the Port Commission duly authorized and approved the sale of Property on March 19, 2024 by oral vote; and

WHEREAS, the Port Commission wants the Port Executive Director to sign all documents necessary or convenient to finalize the sale of Property to Mt. Hood Railroad, including the Port deed; NOW THEREFORE

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

Port Executive Director, Kevin Greenwood, is authorized to sign any documents necessary or convenient to close the sale of the Property to Mt. Hood Railroad pursuant to the terms of the Agreement, including signing the Port's deed conveying title to Property to Mt. Hood Railroad.

ADOPTED BY THE BOARD OF COMMISSIONERS of the Port of Hood River this 23 day of April, 2024.

SIGNED:

---

Kristi Chapman, President

ATTEST:

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Michael Fox, Secretary

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: April 23, 2024  
Re: Crestline/FHWA Lease Extension

---

Crestline Construction Co. LLC currently leases space in the East Marina Building (Suite 101). The Port is working with Crestline as we transition tenants out of that building as we prepare for relocating the Port's administrative office. Staff and Crestline agree that an extension through June 30, 2024 will help both parties find a permanent location for the tenant

**RECOMMENDATION:** MOTION to approve lease extension with Crestline Construction Company through June 30, 2024.

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**ADDENDUM NO. 2 TO LEASE**

**Whereas**, the Port of Hood River (“Lessor”) and Crestline Construction Company LLC, (“Lessee”) entered into a lease of Suite 200 in the Marina Park #1 (“Building”) located at 700 E. Port Marina Way, Hood River, Oregon (“Leased Premises”), effective January 13, 2022 (“Lease”); and,

**Whereas**, Lessee requested a one year extension through February 15, 2024 to ensure the construction contract with FHWA in support of State Route 84 improvements are adequately complete.

**Whereas**, Lessee requested a lease extension through June 30, 2024.

**Therefore**, Lessor and Lessee agree as follows:

1. The Lease term shall be renewed and the Lease shall remain in effect through June 30, 2024.

Except as modified by Addendum No. 2 to Lease, all terms and conditions of the Lease as shall remain in full force and effect.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

By: \_\_\_\_\_  
Kevin M. Greenwood, Port of Hood River, Executive Director

By: \_\_\_\_\_  
Matt Smith, Crestline Construction Company LLC, Project Manager

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# Commission Memo



Prepared by: Debbie Smith-Wagar, Finance Director  
Date: September 5, 2023  
Re: Credit Card Signer

---

The Port has several credit cards issued to select employees to facilitate purchases that require recurring charges (software such as Adobe and Microsoft 365), and for miscellaneous charges that are more efficient when paid for at the time of purchase.

Commercial banks offer purchasing card programs, which are restricted cards with generally low limits that allow employees to make these efficient purchases on their own. Purchasing cards restrict where the cards can be used; for example, they cannot be used at ATM machines and cannot be used at liquor stores, etc. The Finance Department would like to use purchasing cards rather than traditional credit cards to streamline our purchasing process, reduce the number of checks that are written, and earn a cash rebate on our purchases.

Umpqua Bank requires a designated credit card/purchasing card manager. It is the Port's intent to designate the Finance Director as that designated person.

**RECOMMENDATION:** Move to approve Resolution 2023-24-19 Designating an Official Credit Card Signer with Umpqua Bank.

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**PORT OF HOOD RIVER**  
**Resolution No. 2023-24-19**

**A RESOLUTION DESIGNATING AN OFFICIAL CREDIT CARD SIGNER WITH  
UMPQUA BANK**

**WHEREAS**, the Port of Hood River’s commercial bank, Umpqua Bank, has issued credit cards to select employees; AND

**WHEREAS**, the Port would save money and have better control over the cards by moving to a purchasing card program; AND

**WHEREAS**, Umpqua Bank requires that an employee be designated as the manager of the purchasing card program; NOW THEREFORE

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

Designate the current Finance Director, Debbie Smith-Wagar, as authorized to sign for and manage the Port’s purchasing card/credit card program with Umpqua Bank.

Adopted by the Board of Commissioners of the Port of Hood River this 23rd day of April, 2024.

**SIGNED**

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

**ATTEST**

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

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# Commission Memo



Prepared by: Debbie Smith-Wagar  
Date: April 23, 2024  
Re: Accounts Payable Requiring Commission Approval

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<b>Beery Elsner &amp; Hammond LLP</b>	<b>\$8,904.10</b>
---------------------------------------	-------------------

Attorney services per attached summary

<b>TOTAL ACCOUNTS PAYABLE TO APPROVE</b>	<b>\$8,904.10</b>
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**Beery, Elsner & Hammond, LLP**

1804 NE 45th Ave  
Portland, OR 97213-1416  
(503) 226-7191  
Tax ID #93-1234801

April 1, 2024

Port of Hood River  
1000 E. Port Marina Dr  
Hood River, OR 97031  
dsmith-wagar@portofhoodriver.com

Our File: PORTHR

SUMMARY OF ACCOUNT

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NEW CHARGES PER ATTACHED STATEMENT(S)

<u>Matter</u>	<u>Balance Forward</u>	<u>Payments &amp; Credits</u>	<u>Total New Charges</u>	<u>Balance Due</u>
GENERAL-General	2,446.00	2,446.00	2,623.50	2,623.50
REALPROP-Real Property Transactions	<u>3,666.99</u>	<u>3,666.99</u>	<u>6,280.60</u>	<u>6,280.60</u>
TOTAL	6,112.99	6,112.99	8,904.10	8,904.10

---

LEGAL FEES (per the attached itemization): \$ 8,893.50

DISBURSEMENTS (per the attached itemization): \$ 10.60

Balance (current bill) \$ 8,904.10

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Previous Balance Due \$ 6,112.99

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Total Payments and Credits \$ 6,112.99

**TOTAL BALANCE DUE \$ 8,904.10**

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# Commission Memo



Prepared by: Kevin Greenwood  
Date: April 23, 2023  
Re: Review Spring Planning Directives

---

The Port Commission conducted Spring Planning on April 9. This memo will summarize the directives from that Work Session, ensure that staff correctly understands where the Commission is heading, and give an update on progress since that session.

This memo will serve as an index of the directives. Each responsible manager will have a subsequent page attached to this memo summarizing progress since Fall Planning.

## BACKGROUND THEMES

1. Consensus that the Port should continue to exist after the new bridge is operational – *Comm. Fox agreed assuming that the agency can sustain itself on other operational income.*
2. The Hood River Waterfront is the gem of the Port's assets; generate new net income to maintain the highest levels of service and quality possible.
3. Approach each cost center with the premise that there will be no longer be bridge toll Set a goal of getting the airport revenue neutral by July 1, 2026.
4. Port initiatives should focus on projects that generate positive net income to make up loss of tolls.
5. Keep and lease current port-owned property to generate revenue. If a port-owned property is sold, proceeds should be used to generate additional net income and not to cover operational costs.
6. Minimize the wear and tear on the existing bridge until the new bridge is open in Fall 2029.
7. Incorporate solar or other green energy concepts into design.
8. Invest in staff training and update operational policies.

## DIRECTIVES

1. Develop Transition Plan for Port off tolls for non-bridge activities
2. Market BreezeBy Tolling Program for new clients
3. Outsource Leasing Services
4. Determine Market Study on Storage Facilitie
5. Develop Policy on Waterfront Development
6. Develop Plan for Waterfront Sustainability
7. Pursue North Apron Development Pursuant to Airport Master Plan
8. Develop waterfront access/increased parking
9. Develop workforce housing at Lower Mill Site
10. Remodel Marina East Building for Port Administrative Offices/ID ops location
11. Develop Roundabout at Second St. and Riverside Dr.
12. Develop So. Apron T-hangars at Airport

13. Prepare for Bridge Construction
14. Develop 8-year CIP for existing bridge
15. Pursue USCG Rule Change for mariner lift request
16. Sell Big 7/Identify use for proceeds

-###-

## Spring Planning Session Directive

### Discussion Topic:

1. Develop Transition Plan for Port – Kevin Greenwood

### Overview:

A number of key milestones will be occurring in the next few months which will give the Port tools for more granular planning for operations over the next two years: (1) the new ERP Pro-10 (Tyler Technologies) financial software will be live July 1, (2) new fund system will be introduced this budget season, (3) time sheet tracking by asset center has started for hourly, salaried and management staff. Though it will take until early 2025 for enough data to be generated to develop meaningful reports, this effort will give the Port much more clarity on the Port's operation.

On the revenue side, the Port has focused on new revenue opportunities which can be seen in directives from Spring Planning.

On the expense side, the Port has currently not replaced two senior management positions and the Commission has been approving contracts to relieve the need for those positions to be replaced in the near term. Facilities is also researching contract labor for bathroom cleaning and irrigation management/repairs. Thought starting on a smaller scale, contracts can be enhanced as employees transition and more accurate labor accounting is known.

Staff met on December 5<sup>th</sup> and developed five Mission/Vision statements for Commission review. Those samples are attached to this memo.

### Milestones:

- May 31 – employees begin tracking time by new asset centers
- June 15 – new fund systems introduced in FY24-15 budget
- July 1 – new financial software is operational
- January 1 – six month activity reports available

## Spring Planning Session Directive

### Discussion Topic:

2. Market BreezeBy Tolling System to Others – Debbie Smith-Wagar

### Overview:

When the Port invested in the BreezeBy tolling system, the Port looked into marketing the system to other small municipal tolling agencies. The Port of Cascade Locks (POCL) has hired the Port of Hood River (POHR) to provide “back of the house” tolling services for the Bridge of the Gods. POCL has provided positive feedback to the POHR on the ease and reporting of the system.

The Commission set a directive of marketing BreezeBy.

Other possible markets:

1. Wheatland Ferry – Marion County
2. Buena Vista Ferry – Marion/Polk Counties
3. Canby Ferry – Clackamas County
4. ODOT
5. Multnomah County

Short of these agencies contacting the Port, the Commission may want to discuss hiring a marketing firm to approach bridge, ferry and transportation facility owners to discuss contracting for services. P-Square – the Port’s third party contractor – developed the software. The software and marketing are both being used by the POCL. Agencies have the option to hire a firm to develop their own software, but the costs are extremely high. The Port, however, does own the trademark BreezeBy and that inter-operability between various agencies could have value as well

### Request:

Is there interest in pursuing a contractor to help market the BreezeBy name and/or software?

### Attachment:

none.



## **Spring Planning Session Directive**

### **Discussion Topic:**

3. Outsource Leasing Services – Kevin Greenwood

### **Overview:**

The Port hired Anne Medenbach to sell the Big 7 building in March. Since that time, the Port has lost its property manager. Medenbach served in the role for the Port for many years and has the background to market and lease vacancies for the Port.

Medenbach's contract with the Port terms out at the end of October, but the Commission may want to maintain the concept and solicit a longer term arrangement if it seems effective.

### **Next Steps:**

Monitor contract for effectiveness.

### **Attachment:**

none.

## **Spring Planning Session Directive**

### **Discussion Topic:**

4. Sell Big 7 – Kevin Greenwood

### **Overview:**

The Commission hired Anne Medenbach to sell the Big 7 Building in March. There was consensus that proceeds from liquidated Port assets should be used to produce new revenue producing assets.

### **Options:**

The Port is currently pursuing a number of new revenue generating asset centers with the intent of positive net income being generated by July 1, 2026. Those initiatives will have some out-of-pocket (OOP) expenses for the Port. The list includes:

1. Development of Paid Parking: \$600,000 OOP
2. Development of So. Apron T-hangars: \$350,000 OOP
3. Development of Storage Facility at Lower Mill: TBD

Other medium term or non-revenue producing activities include:

1. Public admin/FBO at airport
2. Roundabout at Second and Riverside

### **Attachment:**

none.

## **Spring Planning Session Directive**

### **Discussion Topic:**

5. Pursue No. Apron Development – Kevin Greenwood

### **Overview:**

See Discussion Topic on tonight's agenda

### **Attachment:**

none.

## Spring Planning Session Directive

### Discussion Topic:

6. Waterfront Plan for Sustainability – Kevin Greenwood

### Options:

1. Focus on paid parking. See other Commission Directive.
2. Consider contracting with a landscaping company for ongoing parks maintenance. The City has used Crystal Green landscaping services to assist with the landscaping needs of their parks. Staff is recommending that the Port procure a landscaping agreement for one year allowing management to monitor quality of work.
3. Sell Sponsorships. Staff will propose the idea of park sponsorship to the Waterfront Committee during the January meeting to gain feedback and perspectives. We will have examples of other parks that do this with a survey of pricing. Charge a fee for signage/corporate presence on waterfront.
4. Adopt-A-Beach program. Staff will monitor interest, but will likely require volunteer monitor manager to coordinate.
5. Beach Tags. Had been discussed at prior planning sessions, removed since paid parking serves same purpose, but added back to list for further discussion, if there is interest.

### Attachment:

none.

## **Spring Planning Session Directive**

### **Discussion Topic:**

7. Waterfront Access/Increased Parking – K. Greenwood

### **Overview:**

Commission agreed to pursue paid parking at the E. Maritime Lot and Lot 5. Other lots were not considered feasible at this time. See Consent Agenda Item for pursuing engineering of two new lots.

**Attachment:** none

## Spring Planning Session Directive

### Discussion Topic:

8. Determine Market Study on Storage Facilities – K. Greenwood

### Overview:

After determining that the development of workforce housing was not feasible at the Lower Mill industrial site, the Commission directed staff to study the market for various storage facilities.

Staff has identified twelve storage facilities in Hood River, White Salmon/Bingen, and The Dalles. The list of storage types include:

1. Roll-up door storage units from 10'x10' on up. Include heated and non-heated.
2. Enclosed RV/boat storage units, individual stalls or group stalls.
3. Open air RV/boat storage spaces, no covers and covered (but not enclosed).

Survey included rates for the aforementioned storage types.

### Next Steps:

1. Identify or estimate numbers of total units of each.
2. Identify or estimate vacancies.
3. Analyze findings.
4. Make recommendations on storage types
5. Work with architects to develop units at Lower Mill.

### Attachment:

none.

## Spring Planning Session Directive

### Discussion Topic:

#### 9. Pursue Workforce Housing at Lower Mill Site – K. Greenwood

#### Overview:

The Port asked the Odell Sanitary District to consider a lesser ratio (residential equivalent unit) per RV space for system development charges (SDCs) and to consider relief on SDCs if the RV park was only a temporary use through the end of bridge construction. The request included a reduction of the temporary RV park from 110 spaces to 45 spaces on the single lot next to Hwy 35.

Chuck Rapelje, District Manager, reported that the District Board decided to keep their current policy of charging a single REU per RV hook up. Each REU is approximately \$7,000. Their board chair also talked to the County Planning about the temporary use and the District felt that any use for more than 180-days would not be considered temporary.

As noted in the Spring Planning report, Kiewit managers noted that they likely would not know their work force needs for another 12-18 months and that the number would be closer to 100. Kiewit does not build camping spaces for their workforce as most will travel for 60 to 90 minutes back-and-forth to work sites.

#### Questions:

1. Should the Port still consider developing temporary workforce housing?
2. Should the lot along Hwy 35 be used for storage (see prior report)?
3. Should the lot be retained for future possible parking?

## **Spring Planning Session Directive**

### **Discussion Topic:**

10. Waterfront Development Policy – D. Stafford

### **Overview:**

See Action Item on tonight's agenda

### **Attachment:**

None.



## **Spring Planning Session Directive**

### **Discussion Topic:**

11. Proceed with new Administrative/Ops Location – K. Greenwood

### **Overview:**

The Commission agreed to continue developing the architectural work order with Sum Design, but to await bringing the agreement to the Commission until the funding is known.

There was a request to finalize a permanent location of the maintenance yard. Since the programming needs for maintenance is less complicated, staff is recommending that the location be determined until after Kiewit identifies their laydown needs and that the site be considered temporary during bridge construction.

HNTB is working to free-up federal or state funds by July for the relocation of the Admin/Ops. At that time, the Port and HRWSBA may look at using Bridge Repair reserves as an alternative source.

### **Next Step:**

1. Continue negotiations with Sum Design on the architectural work order with preparation for June or July adoption.

### **Attachment:**

none.

## **Spring Planning Session Directive**

### **Discussion Topic:**

12. Develop Roundabout at Second St. and Riverside Dr. – K. Greenwood, Scott Keillor

### **Overview:**

Project currently underway. WSP and KPFF continue to press ODOT for next meeting on roundabout criteria. Technical memo had been sent and project team is awaiting feedback. Schedule was included in Spring Planning packet.

### **Attachment:**

none

## **Spring Planning Session Directive**

### **Discussion Topic:**

13. Develop South Apron T-Hangars at Airport – Tor/Kevin/Tracy @ PAE

### **Overview:**

The Port did receive two state grants (COAR) this February totaling \$16k but are matching funds for a larger \$190k federal grant (BIL) that the project is hoping to receive in June. A draft schedule was shared at Spring Planning. A number of other grants and entitlements were identified as part of the funding package.

The current schedule shows construction contract being awarded in March 2025.

Staff will share progress as new information is obtained. Awaiting next round of grants.

### **Attachment:**

None

## Spring Planning Session Directive

### Discussion Topic:

14. Prepare for Bridge Construction – K. Greenwood

### Overview:

The Commission heard a report from Michael Shannon, Bridge Replacement Director, on impacts to the Port from the bridge replacement project. A summary of those impacts include:

1. Relocation of Port operational functions. This is dependent on construction funding and also tied to start of construction. 6-9 months prior to construction space would need to be available. Construction is planned for 4Q 2025, so move should be complete by early 2025.
2. Installation of new boat launch. Construction approach will be needed which won't be known until 3Q 2024.
3. Administrative support for the project. Financial support of the RBMC will likely continue until at least the opening of the bridge. Administrative support for the HRWSBA will continue at least through the end of this fiscal year, 2Q 2024.
4. Transition of Port property (ROW) to the project. Intergovernmental agreement (IGA) should be resolved before the Progressive Design Build (PDB) team under contract in 2Q 2024.
5. Quantifying Loan to the project for non-reimbursable expenses. Terms should be quantified by 2Q 2024.
6. Transferring collected tolls to HRWSBA reserve account Terms should be quantified by 2Q 2024 to start building credit for the Authority.

### Next Steps:

1. Many of these impacts should be incorporated into the IGA between the HRWSBA and the Port by 2Q 2024.
2. An architectural procurement is currently being prepared for release before end of year.

### Attachment:

none

## **Spring Planning Session Directive**

### **Discussion Topic:**

15. Develop 8-Year Capital Improvement Plan for Bridge – Ryan Klapprich

### **Overview:**

The new 8-year CIP and Risk Register was shared at Spring Planning.

Master Services Agreement with Wiss Janney Elstner (WJE) was approved for the remaining life (8 years) of the current bridge.

Work Order 1A was approved to inspect mechanical and electrical systems controlling lift span functions.

Work Order 1B was approved to address lift span seating issues by adjusting live load shoes.

Work Order 1C was approved to analyze reducing stress on equipment during emergency stop situations.

Capital projects to be included in next fiscal year budget.

### **Next steps:**

Schedule next Internal Bridge Committee Meeting

Request more detailed scope for all projects identified in 8-year CIP

Request 8-year insurance plan from Columbia Insurance

### **Attachment:**

None

## Spring Planning Session Directive

### Discussion Topic:

16. Pursue USCG Rule Change for Bridge Lifts – K. Greenwood

### Overview:

Earlier this year, the Internal Bridge Committee met with USCG Dist. 13 Bridge Manager, Steve Fischer. Fischer stated that the USCG will not allow for a bridge lift to be decommissioned, but that a bridge owner may ask mariners for a period of time in advance of a lift. At the February 20, 2024 meeting, the Commission directed staff to proceed.

- A list of qualifying mariners has been generated.
- A process has been created along with a mariner form to submit the request.
- A script has been generated and reviewed by Fischer.
- All mariners have been contacted except for those at the Portland Yacht Club (PYC).
- Port staff has developed a process and form for mariners requesting a lift (see attached).

### Next Steps:

1. Schedule PYC contact
2. Finalize notice
3. Direct USCG to post notice

### Attachment:

none.

-###-



# HOOD RIVER-WHITE SALMON BRIDGE REPLACEMENT

Project Director Report  
April 22, 2024

The following summarizes Replacement Bridge project activities from April 8, 2024 to April 22, 2024:

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

### PUBLIC INVOLVEMENT & COMMUNICATIONS

#### *Recently completed*

- *Strategy*
  - *Updated Phase 1A Public Involvement & Communications Plan per commissioner/staff comments*
- *Communications & Government Relations Subcommittee*
  - *Facilitated 4/10 meeting*
- *Bridge Authority support*
  - *Explored options for translating meeting materials into Spanish*
- *Bridge Aesthetics Committee*
  - *Attended coordination meetings*
  - *Planned 4/17 open house*
  - *Created promotional materials for 4/17 open house (English and Spanish)*
  - *Finalized and shared Bridge Aesthetics Committee video*
  - *Promoted open house on social media and via direct emails*
  - *Created content for open house (boards and packets in English and Spanish)*
  - *Created content for online open house (English and Spanish)*
  - *Planned Bridge Aesthetics Committee online open house*
  - *Held 4/17 open house*
  - *Captured video footage at open house*
  - *Launched online open house*
  - *Promoted online open house on social media and via direct emails*
  - *Coordinated with The Next Door to provide Spanish-language interpretation and facilitation for the Aesthetics public process*
  - *Confirmed date for Spanish-language workshop*
- *Media outreach*
  - *Tracked media coverage*
- *Email outreach*
  - *Drafted spring newsletter*
- *Graphics*
  - *Made further updates to funding graphic*
- *Social media*
  - *Monitored social media accounts*

- *Tracked and responded to comments on social media*
- *Posted weekly to project channels*
- *Shared Authority meeting recordings on YouTube*
- *Websites*
  - *Made further edits to updated FAQs*
  - *Added video section to home page*
  - *Continued to update websites for Bridge Authority and project*
- *Video*
  - *Story Gorge conducting additional interviews for video highlighting everyday users' needs*
  - *Story Gorge incorporating JLA edits to emergency preparedness video*
- *Public questions/comments*
  - *Coordinated with project director to respond to questions and comments as needed*

### **Upcoming work**

- *Strategy*
  - *Finalize Phase 1A Public Involvement & Communications Plan*
- *Communications & Government Relations Subcommittee*
  - *Next meeting 5/8*
- *Bridge Aesthetics Committee*
  - *Continue to promote online open house*
  - *Compile and summarize feedback from open house events*
  - *Continue to support committee meetings*
  - *Work with The Next Door to promote and plan Spanish-language workshop*
  - *Attend coordination meetings*
- *Email outreach*
  - *Send spring newsletter*
- *Media outreach*
  - *Share IGA announcement*
  - *Continue to answer reporter questions and arrange interviews as needed*
  - *Share PDB announcement*
- *Website*
  - *Add updated FAQs once finalized*
  - *Add updated funding graphic*
- *Video*
  - *Story Gorge to deliver everyday user video*
  - *Story Gorge to deliver emergency preparedness video*
- *Social media*
  - *Continue to share news and promote events on a regular basis*
- *Public questions/comments*
  - *Continue to respond to questions and comments as needed*

### **GOVERNMENT AFFAIRS UPDATE**

- *State Legislative Activities*



- *Staff are coordinating with the Commissioner Keethler and our Washington and Oregon lobbyist to set up a Government Relations meeting to discuss our outreach plan for the 2025 legislative session. Key elements will be*
  - *Identification and Mapping of Key races and potential changes*
  - *Outreach strategy and relationship mapping between the Authority and Key members*
  - *Meetings schedule with Key Legislative Members*
  - *August/September in person visit*
- *Oregon*
  - *Briefings have been set up with the following:*
    - *4/24 - AOC – Association of Oregon Counties*
    - *4/29 - ODOT Executive Team*
    - *4/29 - Oregon Governor's Office*
- *Washington*
  - *There has been a legislative redistricting in Washington which has impacted on the districts that are representing the project. Staff are working with Washington Lobbyist to meet with legislative Staff.*
  - *Sen. King has announced that he will be running again in his new district.*
  - *The following meetings have been scheduled:*
    - *4/22 - Sen King*
- *Federal Legislative Activities*
  - *CDS Appropriations have been received from Oregon and Washington*
    - *\$4M for Preliminary Engineering from Washington*
    - *\$4M for Tribal Mitigation and Right of Way from Oregon*
    - *Staff received an update from Congressman Earl Blumenauer office. No date has been provided for receiving these funds. The funds will flow through the DOT's in Oregon and Washington.*

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

- *Upcoming Work:*
  - *WSDOT Funding*
    - *Project team has finalized the funding agreement with SDOT SW Region for the state funds that will be coming to the Authority as part of the \$15M in funding committed as part of the 23-25 biennium.*
    - *The 2023 legislative session modified the funding to be all State Funds, WSDOT has been provided the signed HB5201 and will work with staff on any updates to the existing agreement. WSDOT staff have sent the information to the Office of Financial Management within WSDOT.*
  - *Oregon Funding*
    - *Project team is working with ODOT on agreement for a loan from the Oregon Infrastructure Bank for 2024. The initial application has been submitted and staff is working on the final application.*
    - *The \$20M in Oregon funding has been committed to the project and will be available after a 2025 Lottery Bond sale.*

- *HB5201 passed through the Oregon Legislature changing the recipient from the POHR to HRWSBA.*

#### **PENDING GRANT FUNDING UPDATES**

- *Bridge Investment Program (BIP)*
  - *NOFO released on 09/27/23*
  - *Deadline for FY 23/FY24: 12/04/23*
  - *Deadline for FY 25: 08/01/24*
  - *Deadline for FY 26: 08/01/25*
  - *Total Funding Available \$9.620B*
  - *Award Max: \$3B*
  - *Award Min: \$50M*
  - *Application was submitted on 12/02/2023.*
    - *Pending notification on this grant, anticipated notification Feb/March 2024.*
    - *The project team debriefed with USDOT/FHWA on 3/1/2024 regarding our BIP application and its resubmittal, FHWA has ranked our project as Highly Recommended, and we discussed a single improvement point around the impact the \$200M INFRA grant had on our Financial Plan. The project team is revising our application and will be resubmitting prior to the 3/14 deadline.*

#### **PENDING GRANT AGREEMENTS**

- *Raise Grant: \$3.6M*
  - *The project team is working through the grant agreement with FHWA*
  - *Raise grant is progressing through to get signatures by the Authority.*
- *INFRA Grant: \$200M*
  - *The project team continues to work with FHWA and is beginning the development of the Grant agreement.*
  - *Staff is working with FHWA to allow for non-federal expenditures to be applied as local match to federal work.*
- *A coordination meeting was held on 3/28 with FHWA Oregon Division and FHWA HQ staff.*
- *BUILD20*
  - *BUILD20 Grant transfer documents have been signed by the Authority and sent to FHWA to finalize the recipient transfer from Port of Hood River to the Authority.*

#### **TREATY TRIBE MOA'S**

- *A Semi-weekly meeting has been set up with ODOT and FHWA specific to advancing the Treaty Tribe MOA's. A collaboration space has been created on the Project Portal site.*
  - ***Yakama Nation (YN).***
    - *ODOT/ FHWA emailed YN on 9/18 to set up a follow up meeting on the Section 106 MOA.*
    - *FHWA/ODOT met with Noah Oliver with YN and came to an agreement on some modifications to the Section 106 MOA and Fishing Treaty MOA. These modifications are being incorporated into the agreements.*
    - *The project team has sent an updated MOA to YN on 3/22/24*

- *An in-person meeting has been scheduled with YN on 5/8/2024*
- **Nez Perce**
  - *Legal met with Nez Perce legal and an updated Treaty MOA was resubmitted to FHWA legal on 3/5/24*
  - *FHWA legal is working with Nez Perce on the next meeting, tentative date was 5/7/24*
- **Umatilla (CTUIR).**
  - *The project team/FHWA and ODOT next meeting with CTUIR is on 4/9/24*
  - *Staff received draft compensation terms from CTUIR on 3/12/2024 and is working with FHWA on a response*
- **Warm Springs.**
  - *We received the letter of support for our Grant applications and the use of their logo from Warm Springs tribe.*
  - *The project team is coordinating our next meeting with Warm Springs on the Fishing Treaty MOA.*
  - *FHWA sent a letter to Warm Springs on 2/7/2024 requesting a Govt. to Govt. consultation on the Treaty MOA.*
  - *A meeting was held with Warm Springs on 4/3/24. A project update was given and the Treaty Fishing MOA was discussed. Monthly and Quarterly meetings are being scheduled with Warm Springs*
  - *Staff sent an email to Warm Springs on 4/3/24 with an updated MOA and request for meeting dates.*

## **GEOTECHNICAL**

*The Geotechnical team has completed the work on the 3 additional borings on the Oregon side, they are developing the updated data report.*

## **SURVEY**

- *Upcoming Work:*
  - *Review abutting property vesting deeds in Washington*
  - *Complete right of way calculations in WA*
  - *Development of Right of Way Maps*
  - *Further dissection of Port of Hood River bridge deed from 1950.*
  - *Final QC of mapping and upload to SharePoint*
- *Accomplishments:*
  - *Completed right of way and property line calculations in OR*
  - *Integration of prior/current topographic data*

## **RIGHT OF WAY**

- *ROW/Survey/Utility group is working through Federal 4(f) Recreational restrictions related to construction staging areas & relocation of Port offices.*

- Reached out to FHWA 4.5.2024 with the ODOT di minimis report document completed as part of the NEPA process and describing prior determinations of 4(f) impacts as known and acceptable, waiting for feedback.
  - Talked with FHWA 4.18.24, they are reviewing with the 4(f) coordinator and ROW is coordinating a meeting for 4.22.2024
- Working through questions on the 4(f) concerns regarding 600-700 Marina drive relocation plans
- ROW developing outreach letter for agency owned property to find out which, if any, may be willing to donate property/property rights to the Authority for the project.
  - It has been generally indicated by FHWA this could be done any time, we will confirm with FHWA before proceeding with any conveyances.
  - The donations will still need to go through valuation and be approved for compliance for funding/matching eligibility and/or ability to incorporate into project.
    - First rough draft of letter completed and submitted for initial review 4/10, confirmation of FHWA's opinion added as subtask for 4/22 meeting
  - Also working on plan for old bridge ROW vacation or donation post-construction and demolition.
- ROW working to provide Tribal coordinator with information with intent to have current outreach efforts share this and begin initial discussion of the needed.
- ROW preparing info package for Kiewit and any agency personnel that recently became involved and/or are unfamiliar with history, and current stages of planning
- ROW working to complete HRWSBA Draft ROW Policy for review asap.
  - First rough draft of Policy completed and submitted for initial review 4/11 – core is for ROW activity to follow State laws, ODOT/WSDOT/FHWA ROW Manuals and LPA Guidelines under compliance oversight by FHWA or their delegate.
    - Based on CFR Title 23, Vol 1, Part 710, Section 201(d)(1), which defines alternative options to a ROW manual for Non-SDOT's granted Federal Aid under Title 23 United States Code.
    - Sub-topic planned for 4/22 meeting: discuss FHWA approval of Authority's Policy of using DOT manuals.
      - (Standard practice for LPA's and/or ROW consultants contracted to SDOTs and SDOT certified LPA's when performing ROW activity under State/Federal Aid Compliance oversight).

**General items per FHWA recommendations:**

- a. *Prioritize (in addition to the Gas utility and BNSF RR) BIA, USACE meetings to initiate discussion, coordinate to include FHWA/Chris Woods in any meetings with agency, especially Feds*
- *Per Chris Woods suggestion – Separate tribal access rights mitigation from the property rights acquisition.*
    - *(Only the property rights acquisition would include BIA oversight.)*
    - *Project Team looking into potential design revisions to avoid acquiring ROW on both the Pipeline and TFAS/BIA properties.*
      1. *ROW is proceeding with EC-2 assumptions until changes are confirmed*

**BNSF Coordination**

- *BNSF provided a draft Preliminary Engineering Agreement; the agreement has been reviewed by Bridge Authority legal counsel and the Engineering Committee and comments have been provided back to BNSF on 4/5/2024.*

**PERMITTING**

- *Environmental staff have supported efforts associated with outstanding NEPA, Section 106 MOA, and tribal MOA issues.*
- *Environmental staff have supported the work of the Bridge Aesthetics Committee and efforts to plan and organize the BAC Public Open House and processing of stakeholder feedback.*
- *Environmental staff attended the April 17 BAC Open House in White Salmon.*
- *Environmental staff have developed a work flow for Phase 1A and 1B environmental tasks and deliverables prepared by Kiewit.*
- *Environmental staff have met with Kiewit staff to share existing environmental/regulatory information and next steps for moving the non-NEPA regulatory permitting process forward.*

**AESTHETIC COMMITTEE**

- *The initial committee members have been established.*
- *The first meeting for the committee was on 2/13/2024.*
- *Additional ODOT staff have been requested to attend these meetings.*
- *The project team is continuing to request participation from the 4 treaty tribes and a request letter is being drafted that will be sent to each of the tribes. ODOT is also coordinating meetings with each of the tribes.*
- *The public meeting was held on 4/17, a summary of comments that were received is being developed.*

**FINAL EIS/RECORD OF DECISION**

- *Environmental Impact Statement technical reports are available at <https://cdxapps.epa.gov/cdx-enepa-ll/public/action/eis/details?eisd=314171>*
- *Update email from ODOT on 8/31/23 that the Full Biological Opinion (BO) has been submitted to NMFS for their review and comment. FHWA and ODOT will now coordinate responses to any comments provided by NMFS on the BO.*
- *Email from Cindy Callahan with FHWA on 3/28/24 with comments/questions from NMFS. Responses sent on 3/29/24. NMFS general counsel has completed their review with minor comments.*

**OTHER ITEMS- N/A**

**KEY MEETINGS 04/08/2024 – 04/22/2024**

4/08/2024	HRWSBA Regular Meeting
4/09/2024	HRWSBA/FHWA/ODOT – Treaty MOA Debrief
4/09/2024	PDB Contract Discussion
4/10/2024	HRWS Bridge Alternatives Kick-Off Meeting
4/10/2024	HRWSBA Communications, Government Relations Committee
4/11/2024	HRWS Bridge Alternatives Kick-Off Meeting

4/11/2024	HRWSBA – Monthly Reporting – Project Team
4/11/2024	HRWSBR – Workflows – Monthly Report
4/11/2024	HRWSBA – 2024/2025 Lobbyist Contracts
4/15/2024	Hood RAISE Project – Weekly Check-in
4/15/2024	HRWSBR – Weekly Progress Meeting/Project Kick-off/Pre-Design Meeting
4/16/2024	HRWSBR Structure & Geotechnical Task Force Meeting
4/16/2024	HRWSBR Civil Task force Meeting
4/16/2024	HRWSBR – INFRA Grant Team – Weekly Meeting
4/16/2024	HRWSBR – NEPA and Fishing MOAs Discussion
4/16/2024	HRWSBR – Hydrology & Hydraulics Task Force Meeting
4/16/2024	HRWSBR – Environmental & Tribal Coordination Task Force Meeting
4/16/2024	HRWSBR – ROW/Survey/Utilities/RR Coord. Task Force Meeting
4/17/2024	HRWSBR – Workflows – Criteria Deviations
4/17/2024	HRWSBA – Funding and Finance Committee Meeting
4/17/2024	Bridge Aesthetics Open House
4/18/2024	HRWSBA – Engineering and Construction Committee Meeting
4/19/2024	Oregon Briefings Prep
4/19/2024	Hood River RAISE Project – Weekly Check-in
4/22/2024	Sen King Mtg
4/22/2024	HRWSB – BAC Coordination
4/22/2024	HRWSBA Regular Meeting

# Commission Memo



Prepared by: Kevin Greenwood  
Date: April 23, 2024  
Re: Presentation from Hood River Valley Parks & Rec District  
Regarding Spring Ballot Measures

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Mike Howard, Board Member of the Hood River Valley Parks and Recreation District (HRVPRD) will be in attendance tonight to discuss the two measures on the May ballot.

Mark Hancock, General Manager, also submitted a fact sheet that is included in the packet.

**RECOMMENDATION:** Informational only.

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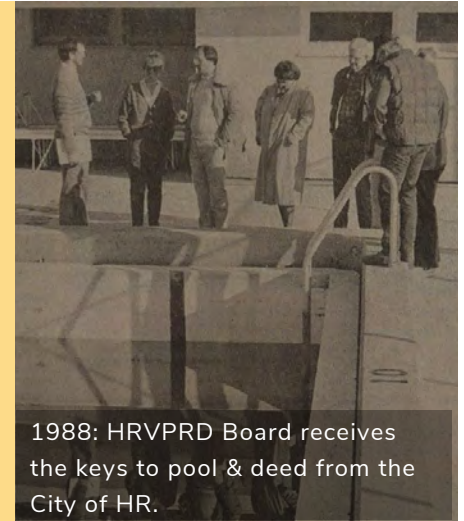




# Information on the two ballot measures for the May 2024 Election to: **Replace the Pool & Fund Parks, Trails, Recreation, and Operations**

## History of HRVPRD

- **1948:** Pool was built on its current site by the City of Hood River.
- **1988:** Hood River County voters passed formation of the Hood River Valley Parks & Recreation District (HRVPRD) to save the 1940s era pool when the city decided to shut it down. HRVPRD becomes a special purpose government entity & begins collecting taxes, separate from the city or county.
- **1992:** Voters passed a measure expanding the Parks & Recreation District Charter, giving the authority to **manage parks and trails**, without increasing the tax rate.
- **1997:** Oregon tax law changed with Measure 50, which **froze all taxing rates** in the state permanently and required future measures to be approved by voters. HRVPRD's tax rate is \$0.3498 per \$1,000 of assessed property value.



1988: HRVPRD Board receives the keys to pool & deed from the City of HR.



## Completed Projects

- **7 New Parks built by HRVPRD in the last 25 years:** Rotary Skate Park, Odell Community Park, Golden Eagle, Culbertson, Hazelview, Barrett and Morrison Park.
- **6 new miles of trails added**, including the Indian Creek Trail & the Westside Trail.
- **34 acres of future parkland and trails secured** since 2020 for preservation, development, and trail connections.
- **Community Recreation Offerings Revitalized:** HRVPRD took over recreation programming (sports, day camps, enrichment) from the school district. In 2023, there were over 3,200 registrations for these recreation programs.



## Challenges

- **Consultants determined the pool is failing.** Any major malfunction in the competition pool filter, the boiler, tent walls, or pipes may cause immediate closures and costly repairs.
- Funds from the Hood River County School District to support **recreation offerings will end in September 2024**
- The community-guided Parks Master Plan identified priorities: **more parks, sports fields, natural areas, trail connections, & indoor recreation space.** The current tax rate, one of the state's lowest Parks and Rec District rates, cannot support any significant new park development.
- HRV Parks and Recreation owns no multi-purpose rooms, gyms, and fields, **limiting recreation scheduling and access.**



For more information about Hood River Valley Parks and Recreation:

[www.hoodriverparksandrec.org](http://www.hoodriverparksandrec.org)

# Community Engagement & Finding Solutions



**2017: Pool Study** found the pool had 3-5 years left of useful life & gave options for replacement.

**2020: Parks Master Plan** created & accepted by HRVPRD, City, County, Port, & School District, with significant community input.

**2021 Westside Park Study** determined whether the land was suitable for a park. Results of study & feedback led the HRVPRD board to purchase the 20 acres identified in the Parks Master Plan for future park development.

**2017-2023 - Extensive Community Input** received through stakeholder interviews, multiple English & Spanish focus groups, tabling events, local group meetings, online surveys, open houses, & two statistically valid surveys.

**2023: HRVPRD Board** considered multiple packages and funding measures to address community priorities. (Pool with community center, trails, park improvements, recreation).

**2024: HRVPRD Board** chooses to refer **two ballot measures** a General Obligation Bond & Operational Levy in the May 2024 Election.

## Ballot Measure Details

### General Obligation Bond

If the measure passes tax revenue would be used to:  
**Build Pool, Parks, & Trails**

- **New Pool with Community Center & Recreation Space.** If passed, a new pool & community center would be built to include amenities such as: warm water therapy & recreation pool, competition pool, family changing areas, fitness area, space for community use & recreation programming, and gymnasium. **Without bond funding, the current pool would continue to deteriorate until it's no longer feasible to operate.**
- **Build Westside Park.** If passed, tax revenue would be used for the development of Westside Park which would include picnic areas, trails, playground, natural area, and multi-use field for softball, baseball, soccer, lacrosse, and more (20 acres on Fairview and Belmont by Westside School). **Without bond funding, the parkland would stay vacant open space.**
- **Purchase & Preserve Parkdale Park** as a community park. This land is privately owned, and HRVPRD has an exclusive option to purchase the property, If approved, bonds funds would be used to purchase the parcel. **Without bond funding, the district would release its option agreement, and the parcel may be sold privately.**
- **Make Park Improvements & Key Trail Connections.** If approved, bond funds would connect the missing links on the Indian Creek Trail & Westside Community Trail. **Without bond funding, the trails may remain incomplete.**

**Length:** If passed this tax would continue for 25 Years  
**Tax Rate:** \$1.27 per \$1,000 Assessed Property Value  
**Estimated Cost for Average Household:** \$279 per year

### Operational Levy

If the measure passes tax revenue would be used for:  
**Operations & Maintenance**

- **Take Care of Public Resources.** HRVPRD has one full-time maintenance employee who works out of a 10'x14' shed in the aquatic center parking lot. A levy would fund operations of expanded parks & trails. **Without a levy, maintenance duties would not increase (trash, bathroom cleaning, and landscaping, and maintaining new parkland).**
- **Operate an Expanded Pool with a Community Center.** If passed, tax revenue would support services & maintenance of a bigger pool & community center, which would require more supplies and staffing. **Without the levy, current staffing levels could affect operating hours, programs, and facility support.**
- **Provide recreation opportunities for youth & adults.** In 2021 the School District transferred Community Education (recreation programming) to HRVPRD with funding for 2 employees through Sept 2024. If passed, levy would continue funding for recreation programs & reduce barriers to access. **Without the levy, program costs could increase, and options would be limited.**

**Length:** If passed this tax would continue for 5 Years (will need renewal)

**Tax Rate:** \$0.43 per \$1,000 Assessed Property Value  
**Estimated Cost for Average Household:** \$95 per year



# Commission Memo



Prepared by: Kevin Greenwood  
Date: April 23, 2024  
Re: Discussion on MOU for Development at the Ken Jernstedt Airport

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At the Spring Planning Session on April 9<sup>th</sup>, staff was directed to work with WAAAM supporters and Aircraft Storage LLC (AS) to find consensus on a path forward on the location/installation of two 60' x 120' private hangars on the North Apron.

It should be noted that the adoption of the non-binding MOU allowed for approval of a land use application was allowed as part of AS's due diligence on the project. Since that time, WAAAM supporters continue to advocate for the inclusion of a public-facing administration/FBO building and maintenance hangar. Two additional "commercial" are identified to the east of the maintenance hangar. Four box hangar sites are identified on the east pad just north of the new fuel tank. ASLLC has indicated that they are not interested in placing their box hangars on the east pads. WAAAM also has a 200-ft. easement along the north edge of the apron and have indicated a willingness to adjust that easement to benefit construction more aligned with the published master plan.

ASLLC modified the plan by renaming the box hangars as "commercial" hangars, but there was reluctance by WAAAM to support the name change. Supporters have felt that the Port should invest in the administration/FBO building, maintenance and commercial hangars though the current MOU includes ASLLC's role in developing the entire site in phases. Construction of such a facility (FBO/admin, maintenance and commercial hangars) would be expensive and likely not able to recoup costs by the Port. There are mixed thoughts about whether there are actually serious federal grants available for such a venture. Current funding has been earmarked for construction of T-hangars on the south side to generate net income for the Airport.

The Ken Jernstedt Airport currently runs in a deficit of approximately \$125,000 annually; though most public airports depend heavily on a standing tax base contribution.

The following questions are still up in the air:

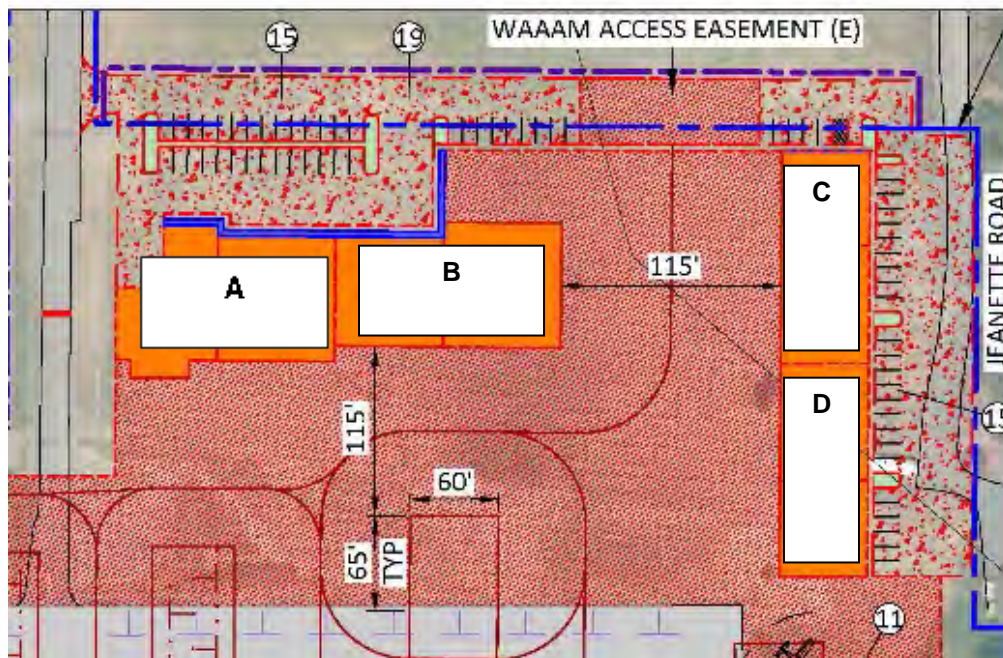
1. Should the existing LU application continue on with proposed hangars on site A & B (see attached graphic)
2. Should the north side of the apron be considered "public" for future Port development?
3. Should the LU application be amended to include the proposed hangars on site C & D (or site B & C)?



4. If the hangars are located on site C & D (Jeanette Rd.) there will be a need for grading and plantings. It's unclear if asphaltting will be needed. Is the Port willing to assist in the grading access off Jeanette Rd?
5. If the north side of the apron is to be considered "public" does the Port want to discontinue the RFDI/MOU process with ASLLC?
6. Assuming federal grant requirements can be met, should the Port look and handing the airport over to a non-profit group like WAAAM or other agency?

Staff is looking for guidance on how to proceed.

**RECOMMENDATION:** Informational only.



January 23, 2024

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE PORT OF HOOD RIVER AND AIRCRAFT STORAGE LLC.**

This **MEMORANDUM OF UNDERSTANDING** (this "MOU"), dated the 1/25/2024 day of \_\_\_\_\_, 2024 (the "Effective Date") is by and between the **PORT OF HOOD RIVER**, an Oregon municipal corporation, ("Port") and **AIRCRAFT STORAGE, LLC**, an Oregon limited liability corporation ("Developer"). Port and Developer are each referred to hereunder as a "Party," and collectively as the "Parties."

**1. Background, Purpose, and Intent**

- 1.1. Purpose. The purpose of this MOU is to confirm the mutual intent and agreement in principle of the Parties to enter into a ground lease with the Port as Lessor and Developer as Lessee for approximately 20,000-74,000 square feet [to be confirmed] of tax lot 2501, bounded by tax lot 1603 to the north and tax lot 2600 to the south, as shown in **Exhibit A** of this MOU ("Ground Lease") and for Developer to develop the leased land ("Project") in accordance with the terms of a Development Agreement ("Development Agreement"). Port and Developer have had preliminary discussions regarding the Project. It is now necessary to establish a more formal understanding of the scope of the Project, Project issues, Project documents and the roles of Developer, including its Project Team, and Port.
- 1.2. Background. Following a Request for Developer Interest ("RFDI"), Port selected the developer for negotiations of an MOU addressing the respective lease and development proposal. The Port's selection of Developer for further negotiations does not constitute a final selection of a developer. Final selection of Developer is subject to: (i) reaching mutual agreement on, (ii) final approval by the Port Commission of, and (iii) execution by both Parties of the Development Agreement and Ground Lease described in this MOU.
- 1.3. Intent. This MOU provides Developer a time period, set forth in Section 5 of this MOU, to complete its due diligence, satisfy any prerequisites set by the Port, and to negotiate and execute a Development Agreement. The Development Agreement will detail the actual development program to be undertaken by the Developer, including the development plan, team, schedule for the Project, mutual responsibilities of the Parties and other terms and conditions for the transaction. The Development Agreement will include as an exhibit an unexecuted Ground Lease that describes the rent and other payments the Developer is required to pay to the Port, rights and obligations of the Port as the property owner and of the Developer to complete the Project development, rights and obligations of the Lessee, and such additional terms and conditions as the Parties mutually agree upon. The Development Agreement will set forth pre-conditions and deadlines which must be satisfied by the Developer before the Ground Lease is executed.
- 1.4. Non-Binding MOU. Except for Section 5, 6, 7 and Section 8 of this MOU: (i) neither Party shall be bound by the provisions of this MOU on any legal theory or basis, and (ii) the Parties shall be bound only upon execution of the Development Agreement, which execution shall be in each Party's sole discretion and, for the Port, subject to the approval of the Port Commission.
- 1.5. Anticipated Project Revisions. The Parties agree and acknowledge that the Project

January 23, 2024

planning is in its preliminary phase, and that prior to execution of the Development Agreement, the various components of the Project will be clarified, and subsequently memorialized in the Development Agreement and the Ground Lease exhibit to be attached thereto. The Parties further agree and acknowledge that the Project details set out in this MOU and the exhibits attached hereto are preliminary, and subject to modification. Any such modifications will be confirmed in the Development Agreement, and the Ground Lease exhibit to be attached thereto.

## **2. Development Program**

- 2.1. Public Objectives. The public objectives for the development program established by the Port are set forth in **Exhibit B**.
- 2.2. Project Team. Developer has formed and will manage the Project Team, which is preliminarily identified in **Exhibit C**, and is subject to change during the Exclusivity Period.
  - 2.2.1. Developer has represented that there is no pending, concluded or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas, or conflicts involving a Project Team member that may affect the ability or appropriateness of the team member's involvement in the undertaking described in this MOU.
  - 2.2.2. Developer will promptly inform Port of any changes to the Project Team. Port reserves the right to approve all members of the Project Team prior to finalizing the Development Agreement. Port's approval of a Project Team member will be based on evidence given the Port that the Project Team member: (i) is legally and financially able to operate and fully perform its proposed role; (ii) has not been declared ineligible nor is proposed to be declared ineligible for contracts by any federal or state law, regulation or agency, (iii) has not been convicted of a material criminal offense or had any civil judgment rendered against it for commission of fraud, dishonesty or failure to perform on a contract; and (iv) satisfies such other criteria as the Port may reasonably establish.
- 2.3. Preliminary Development Program. The preliminary development program proposed for the Ken Jernstedt North Apron Development is described in **Exhibit D**; and may be subsequently modified based on further due diligence by each Party or future negotiations between the Parties. The preliminary development program described in Exhibit D represents those aspects of the development program proposed in good faith by the Developer and tentatively accepted by the Port or, where so designated, incorporated in the Developer's proposal but not accepted by the Port at the time of this MOU. The Parties agree and acknowledge that Exhibit D includes the following, some of all of which may be incomplete, in whole or in part, as of the Effective Date: Exhibit D-1.1 Site Improvements, Exhibit D-1.2 Site Plan, Exhibit D-2.1 Floor Plan Level 1, Exhibit D-2.2 Floor Plan Level 2, Exhibit D-3 Building Elevations, and Exhibit D-4.1 Illustrations.
- 2.4. Preliminary Development Schedule. The preliminary development schedule for the Ken Jernstedt North Apron Development is described in **Exhibit E**. The preliminary development schedule may be subsequently modified based on further due diligence by each of the Parties, or as a result of future negotiations between the Parties.
- 2.5. Preliminary Estimate of Permanent Job Benefits. The preliminary estimate of the number,

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type, and salaries of direct permanent jobs resulting from the Project is described in **Exhibit H**. These preliminary estimates may be subsequently modified based on further due diligence.

- 2.6. Preliminary Development Finance Plan. The preliminary development finance plan is described in **Exhibit F**. The preliminary finance plan may be subsequently modified based on further due diligence by each Party, and/or future negotiations between the Parties. The Ten-Year Development/Operations Pro Forma for the Project is set out in Exhibit F-1.
- 2.7. Incomplete Exhibits. The Parties agree and acknowledge that one or more of the exhibits hereto may not be complete upon the mutual execution of this MOU. In such event, the Parties will cooperate to complete any such exhibits prior to the end of the Exclusivity Period, which exhibits may then be incorporated herein and/or in the Development Agreement.

### 3. **Development Agreement**

- 3.1. Timeframe for Negotiations. Port and Developer will negotiate and intend to execute a Development Agreement no later than the last day of the Exclusivity Period defined in Section 5 of this MOU. The Development Agreement may be subsequently modified by mutual agreement of the Parties thereto to incorporate updated or more specific schedule, cost and budget information to be produced pursuant to the Development Agreement.
- 3.2. Development Agreement Terms Anticipated by the Port. The Port anticipates the terms required for the Development Agreement by the Port will include, but not be limited to, the following:
  - 3.2.1. Unless otherwise agreed to by Port, in its sole discretion, Developer will have full financial, legal, managerial and administrative responsibility for the planning, design, acquisition of all approvals, financing, construction, repair, alteration, improvement, management, and operation of the Project, and satisfaction of all obligations of the Lessee under the Ground Lease.
  - 3.2.2. No legislative changes or land use approvals shall be proposed to the County or become binding on property owned by Port without the consent of the Port, which shall not be unreasonably withheld. Developer will coordinate with the Port in connection with making any proposals to the County, or any other governmental authority, regarding the development of the Ken Jernstedt North Apron.
  - 3.2.3. All improvements on the North Apron shall be constructed and operated in compliance with all applicable federal, state and County laws, statutes, codes and legal requirements. Developer will be responsible for all improvements, required permits, and development fees and charges, and meeting all applicable zoning and development requirements. Port shall have the right to approve of the proposed development prior to executing the Ground Lease based upon criteria to be negotiated in the Development Agreement.
  - 3.2.4. All development costs must be funded entirely by Developer, with no Port funding or guaranties.
  - 3.2.5. Developer and, if different, the Lessee will be prohibited from subordinating the

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Port property, ground lease, or any other asset of the Port, or any interest in any asset of the Port, to the lien of any mortgage, security agreement, or any other encumbrance.

- 3.2.6. Neither the Development Agreement nor the Ground Lease are intended to make the Port a stockholder in a joint company, corporation or any other association whatsoever with the Developer, or to create the relationship of principal and agent, partners, joint venturer, or any other similar such relationship, between the Parties.
- 3.2.7. During the Exclusivity Period, Developer and the Port may discuss and address the following additional issues:
- a. Project Approvals needed by the Federal Aviation Administration, if any.
  - b. Possible use of Project facilities for a Federal Emergency Management Agency "Resiliency Center", on an emergency basis.
  - c. Possible joint venture of Developer with another party for a portion of the Project, and/or a possible sublease of a portion of the Ground Lease premises, as part of or separate from any joint venture Developer may propose for a portion of the Project.
  - d. Possible phasing of the Project.
  - e. Other issues raised by the Parties.
- 3.3. Unless otherwise mutually agreed upon, the Development Agreement will contain provisions not inconsistent with the basic understandings set forth herein, and will include representations and warranties, conditions, covenants and understandings that are appropriate and customary for like transactions. The Development Agreement shall address, but not be limited to:
- a. Approval of the design for the Project with the Federal Aviation Administration and Hood River County;
  - b. Project schedule;
  - c. Assurances and security to guarantee Developer performance;
  - d. Review and approval by Port of evidence of agreements with third-parties necessary to complete the development, such as financing agreements, leases, and easements;
  - e. Special or unique terms of the Development, such as coordination with adjacent public improvement projects, and grants of easements;
  - f. Identification of the final Project Team;
  - g. Rights of Port to participate in Project Team meetings; and
  - h. Identification of those events that must occur and the key milestones to be achieved to close Project financing, execute the Ground Lease, and begin construction ("Contingencies"). The Development Agreement will describe the time and manner for satisfaction of these Contingencies, and the consequences of failure to timely satisfy the Contingencies. Contingencies include, but are not



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limited to:

- (1) Approval by the Port of the building program, project schedule, design, Project Team, and cost feasibility for the Project;
  - (2) Approval by the Port Commission of the Development Agreement and Ground Lease between Developer and Port;
  - (3) The ability of Developer to secure regulatory approval for the Project;
  - (4) The ability of Developer to secure adequate and reasonable financing for the Project; and
  - (5) Securing of equity or limited partners as required to raise required equity for the Project.
- i. All items in Section 3.2.
  - j. Any other items agreed to by the Parties.

#### **4. Preliminary Ground Lease Terms**

- 4.1. Preliminary Ground Lease Financial Terms. Subject to satisfaction of any applicable Contingencies in the Development Agreement, Port will enter a Ground Lease with Developer or, subject to approval in its sole discretion by Port, an entity proposed by Developer ("Lessee"). The preliminary financial terms proposed for the Ground Lease are described in **Exhibit G** and **G-1**. The preliminary financial terms may be subsequently modified based on further due diligence by each of the Parties, or as a result of future negotiations between the Parties.
- 4.2. Ground Lease Terms to be required by Port. The Port will require that the land to be developed on the North Apron be Ground Leased:
  - 4.2.1. As a triple net lease in which, in addition to its full rent obligation, Lessee will be obligated to pay all costs associated with the site and improvements, including, but not limited to all costs and expenses associated with site development, construction and financing of the Project, building maintenance, repair, including all repair and capital replacement, utilities, liability insurance, real estate taxes, special assessments, legal fees, property management fees, and capital improvements, and all other costs and expenses of the Project.
  - 4.2.2. "As Is" with no Port representations, indemnification, or warranties regarding the condition of the site, including, without limitation, the environmental, soils, seismic, or any other condition of the site, and the suitability of the site for Developer's or, if different, Lessee's intended uses. Developer shall be solely responsible to determine the appropriateness of the site for the proposed Development, including but not limited to, the environmental condition of the Project site and shall be solely responsible for environmental inspection and any remediation costs associated with the Project site.
  - 4.2.3. Subject to easements, encumbrances, and other title exceptions identified in a preliminary title report or title commitment at the commencement of the Development Agreement. The Port will cause a title insurance company to prepare a preliminary title report or title commitment for delivery to Developer. Developer

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shall be responsible for confirming that the condition of title is satisfactory for Developer's intended purpose and for determining and verifying the existence of any encumbrances on the site. Developer shall be solely responsible for obtaining, at Developer's sole cost and expense, an ALTA survey of the Project site.

- 4.2.4. Subject to a requirement that Developer commence construction by a set number of months after the Ground Lease is first executed, and, if construction does not commence within the required timeline, the Port may terminate the Ground Lease.
- 4.2.5. Subject to the prohibition that the Developer and, if different, Lessee may not create any lien, mortgage, pledge or encumbrance upon any property interest of the Port or payments owing the Port.

## **5. Exclusivity Period**

- 5.1. Binding Obligation. The provisions of this Section 5 shall be binding, notwithstanding the otherwise non-binding nature of this MOU.
- 5.2. Term of Exclusivity Period. This MOU shall be effective on the date on which it is executed by both Parties and shall automatically terminate on the earlier of either the effective date of the Development Agreement if executed, or at the end of the Exclusivity Period defined below if the Development Agreement has not been executed by that time. Developer will retain the exclusive right to negotiate with Port for development of the Project, and Port will be bound not to negotiate with other parties for development on the Project site until 5 p.m. pacific time on the date that is one hundred eighty (180) days after the Effective Date hereof or the earlier date that this MOU is terminated ("Exclusivity Period"). The Exclusivity Period may be extended for an additional period of one hundred eighty (180) days, or such other extension as the Parties may agree on, by mutual written agreement of the Parties, each in its sole discretion, any time prior to the expiration of the Exclusivity Period. This MOU automatically expires at 5 p.m. on the last day of the Exclusivity Period, as may be extended by mutual written agreement of the Parties, as provided herein.
- 5.3. Purpose of Exclusivity Period. During the Exclusivity Period, Port and Developer will: (i) complete all due diligence and feasibility analysis each deems necessary to enter the Development Agreement, (ii) satisfy any conditions precedent to the execution of the Development Agreement, and (iii) negotiate and prepare the Development Agreement, and a form of Ground Lease to be executed if pre-conditions set forth in the Development Agreement are satisfied.
- 5.4. During the Exclusivity Period.
- a. Developer will satisfy itself by personal investigation and any other means it deems necessary, as to the conditions affecting the Project site and proposed Project, the cost thereof, governmental approvals, and all other matters pertaining to the proposed Project. Developer is solely responsible for conducting its own independent research and due diligence regarding the Development Agreement and Ground Lease, and the subsequent development of the Project under these documents.
  - b. Port will complete whatever due diligence and feasibility analyses it deems necessary. Port is solely responsible for conducting its own independent research and due diligence for preparation of the Development Agreement and

January 23, 2024

Ground Lease.

- c. Port will have lead responsibility for preparation and document control of the Development Agreement and Ground Lease.
- 5.5. Termination of MOU and Exclusivity Period. This MOU, including the Exclusivity Period, may terminate: (i) at any time, upon mutual written agreement of the Parties, (ii) automatically, upon expiration of the Exclusivity Period, unless the Parties, each in its sole discretion, have agreed in writing upon an extension, or (iii) automatically, upon execution of the Development Agreement. Upon termination, unless otherwise provided herein, the respective obligations of the Parties hereunder will be of no further force or effect. All notices given pursuant to this Section 5 shall be delivered in writing as required by Section 7 herein.
  - 5.6. Costs Incurred during Exclusivity Period. Port assumes no responsibility and bears no liability for cost incurred by Developer for any work it undertakes in response to this MOU. Developer assumes no responsibility and bears no liability for cost incurred by Port for any work it undertakes in response to this MOU. Each Party will be responsible for paying its own costs, expenses, commissions, and fees incurred in connection with work undertaken during the Exclusivity Period, including, but not limited to, preparation and execution of the MOU, Development Agreement, Ground Lease, and any associated agreements, and all technical, financial, design, inspections and other due diligence.
  - 5.7. Mutual Indemnification. During the term of this MOU, Developer and, subject to all procedural, damage and other limitations of the Oregon Tort Claims Act and the Oregon Constitution applicable to Port, Port each agree to indemnify, hold harmless and defend the other Party, including its officers, employees and agents, from and against all claims, suits, actions, damages and losses, including reasonable attorney fees, resulting from or arising out of their respective breaches of any binding obligations under this MOU, and any of their respective negligent acts or omissions related to the Project that occur after the date of this MOU. Each Party's indemnification obligation under this subsection 5.7 shall survive termination of this MOU for a period of ten (10) years.
  - 5.8. Responsibilities of the Parties during Exclusivity Period.
    - 5.8.1. Cooperation and Good Faith. Each Party agrees that it will work cooperatively, expeditiously, and in good faith, to diligently pursue the development of the Ken Jernstedt North Apron in accordance with this MOU. When a Party's review is required, the Party will complete its review on a timely basis. Where the approval of a Party is required, such approval shall not be unreasonably, withheld, conditioned, or delayed, except as expressly provided otherwise herein. Each Party shall maintain the financial and human resources required to complete their required work tasks in accordance with the Project schedule.
    - 5.8.2. Project Information. During the Exclusivity Period:
      - a. Port will take reasonable steps to timely provide relevant information, as reasonably determined by the Port, as may be reasonably requested by Developer for its due diligence, to the extent any such information is a public record, is in Port's possession, and is not confidential, privileged, or proprietary; provided Port will have no obligation to prepare, request, or

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commission any new or additional report, study or information not in Port's possession on the Effective Date hereof. Developer may use any such information obtained from the Port solely for purposes related to the Project, provided, however, the Port does not warrant the content of the information it provides to the Developer will be correct or complete, or any other aspect of such information, in whole or in part. Such information may include, but not be limited to:

- (1) Geotechnical reports and any other site-specific reports requested by the Developer in the Port's possession;
  - (2) Information on plans for the development of the Ken Jernstedt Airfield;
  - (3) Comments on the Developer's site plans, designs, and development program; and
  - (4) Such other information as may be reasonably requested from time to time by Developer.
- b. Developer will schedule and hold periodic briefings with Port staff (at least every other week) and timely provide information as may be reasonably requested by Port for its due diligence and use. Port anticipates that such information may include, but not be limited to:
- (1) Design information describing or illustrating the Project with reference to immediately adjacent parcels and joint access arrangements, including the completion of conceptual level drawings to include site plan, grading plan, floor plans, elevations and two illustrative renderings of the proposed development to be incorporated into the Development Agreement;
  - (2) Description of the programming for the improvements to be built on the North Apron, including estimated amount of floor area devoted to each use and an estimate of the number and type of jobs at the completed Project;
  - (3) Estimate of total Project cost;
  - (4) Project schedule;
  - (5) Financial data illustrating the proposed financial performance or feasibility of the Project;
  - (6) Such other information as may be reasonably requested from time to time by Port.
- c. Developer will also provide to the Port the following items during the Exclusivity Period:
- (1) Conduct a pre-application conference with the County of Hood River and provide the staff summary findings to Port;
  - (2) Traffic and vehicular site access analyses that certify all requirements of the County of Hood River and ODOT will be met;
  - (3) Describe how the proposed design complies with all applicable Federal

Aviation Administration requirements.

- d. Developer and the Port will maintain open lines of communication during the Exclusivity Period, when appropriate directly and through legal counsel, and will share relevant information regularly, with the goal of moving the Project forward in a prompt and efficient manner

**6. Confidentiality/Public Communications**

- 6.1. Binding Obligation. The provisions of this Section 6 shall be binding, notwithstanding the otherwise non-binding nature of this MOU.
- 6.2. Designation of Confidential Materials. If necessary or beneficial to submit trade secrets or other confidential information in response to this MOU, the trade secret or other confidential information must be marked "TRADE SECRET AND/OR CONFIDENTIAL INFORMATION." Additionally, each page containing the trade secret or other confidential information must be marked "TRADE SECRET AND/OR CONFIDENTIAL INFORMATION." Except as otherwise provided in a Port Project development document or agreement, the Port will not disclose information submitted as confidential if reasonable to withhold disclosure and if the public interest would suffer by the disclosure, as determined by the Port in its sole discretion. By submitting the TRADE SECRET AND/OR CONFIDENTIAL INFORMATION to the Port, Developer agrees to indemnify and hold harmless the Port, its Commissioners, officers, employees, and agents from all costs, damages, and expenses, including attorney fees, incurred in connection with any such material that Developer has designated as a trade secret and/or as confidential information.
- 6.3. Compliance with Law. The Port must comply with public disclosure requirements under ORS 192.311, et seq. including ORS 192.355 (4). Only information that is a trade secret or otherwise exempt from public disclosure under Oregon law can be kept confidential. When responding to a public records request, the Port will independently assess if the requested information is exempt from public disclosure, and, unless otherwise reversed by judicial action, the Port's determination will be final.
- 6.4. Disclosure of Information. The Port may disclose trade secret or other confidential information contained in the proposal under the following circumstances:
- a. The Port may reveal any trade secret or other confidential information to any Port or County of Hood River staff, outside consultant, or third-party engaged with in reviewing proposals or negotiating agreements pursuant to this MOU; and
  - b. The Port may publicly disclose any trade secret or other confidential information used by the Port Commission to select the Developer, and any MOU, lease, or other agreement with the Developer, each of which may include information designated in the proposal as exempt from public disclosure.
- 6.5. Public and Port Communications. After the MOU is executed by the Port and the Developer, except as otherwise authorized in writing by the Executive Director or Port Project and Development Manager, the Developer, including their agents, may not issue public statements or engage in any communication with Port staff and commissioners other than the Executive Director or the Port Project and Development Manager, regarding their Project or the MOU process.

**7. Notice**

7.1 All notices or other communications required by or relating to this MOU or the Project will be in writing, and sent by personal delivery, by first class certified mail, return receipt requested, by overnight delivery, or by email with a written or computer generated confirmation of receipt by the intended recipient. Communication shall be deemed received at the time confirmed by delivery receipt. Recipients of communications may be changed by providing written communications of the change to the other party in the same manner as other notices are provided.

7.2 Correspondence concerning the Project shall be addressed to:

7.2.1 For Port:

Port of Hood River  
1000 E. Port Marina Drive  
Hood River, Oregon 97031  
Attn: Greg Hagbery, Development & Property Manager  
Facsimile: 541-386-1395  
Email: [ghagbery@portofhoodriver.com](mailto:ghagbery@portofhoodriver.com)

With a copy by email to:

Kevin Greenwood  
Port Executive Director  
[kgreenwood@portofhoodriver.com](mailto:kgreenwood@portofhoodriver.com)

With a copy to

Kenneth S. Antell  
Dunn Carney, Attorneys at Law  
Suite 1500, 851 SW Sixth Avenue  
Portland, Oregon 97204  
Email: [Kantell@dunnearney.com](mailto:Kantell@dunnearney.com)

7.2.2 For Developer

Claudia Munk-von Flotow  
CMLK Development  
403 Portway Avenue, Level 2  
Hood River, Oregon 97031  
[claudia@cmlkdevelopment.com](mailto:claudia@cmlkdevelopment.com)

**8 Assignment**

8.1 Developer may not assign any of its rights under this MOU without Port consent which may be withheld in the Port's sole discretion

**9 Attorney Fees**

9.1 In the event either Party breaches any obligation under the binding portions of this MOU, the nonbreaching Party shall be entitled to all costs and expenses incurred, including

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reasonable attorney fees, as a result of the breach. In addition, in the event any suit, action, or arbitration is instituted to enforce any term of this MOU, the prevailing Party shall be entitled to recover from the other Party such sum as the court or arbitrator may adjudge reasonable as attorney fees and costs in arbitration, at trial, and on appeal of such arbitration, suit and action, and also any attorney fees and costs incurred in any bankruptcy matter, in addition to all other sums provided by law.


**10 Exhibits**

10.1 The Parties agree and acknowledge that this MOU includes the following Exhibits, some of which may not be complete:

- Exhibit A - Project Site Plan – Concept (Section 1.1)
- Exhibit B – Public Objectives (Section 2.1)
- Exhibit C – Project Team (Section 2.2)
- Exhibit D - Preliminary Development Program (Section 2.3)
- Exhibit D-1.1: Blank (Section 2.3)
- Exhibit D-1.2: Site Plan (Section 2.3)
- Exhibit D-2.1: Conceptual Building Plan – Box Hangars 1-4 (Section 2.3)
- Exhibit D-2.2: Floor Plan Level 2 (Section 2.3)
- Exhibit D-3: Blank (Section 2.3)
- Exhibit D-4.1: Illustrations (Section 2.3)
- Exhibit E: Preliminary Conceptual Development Schedule, Pending Coordination with Municipality (Section 2.4)
- Exhibit F: Preliminary Development Financial Terms (Section 2.6)
- Exhibit F-1: Ten-Year Development/Operations Pro Forma (Section 2.6)
- Exhibit G: Preliminary Ground Lease Financial Terms (Section 4.1)
- Exhibit G-1: Ten Year Forecast of Rent Payments to Port (Section 4.1)
- Exhibit H: Preliminary Estimate of Permanent Job Benefits (Section 2.5)

**AGREED AND ACCEPTED**

**FOR PORT OF HOOD RIVER**

DocuSigned by:  
  
EB9A7895F4E4A5  
 Kevin M. Greenwood, Executive Director

Date: 1/25/2024

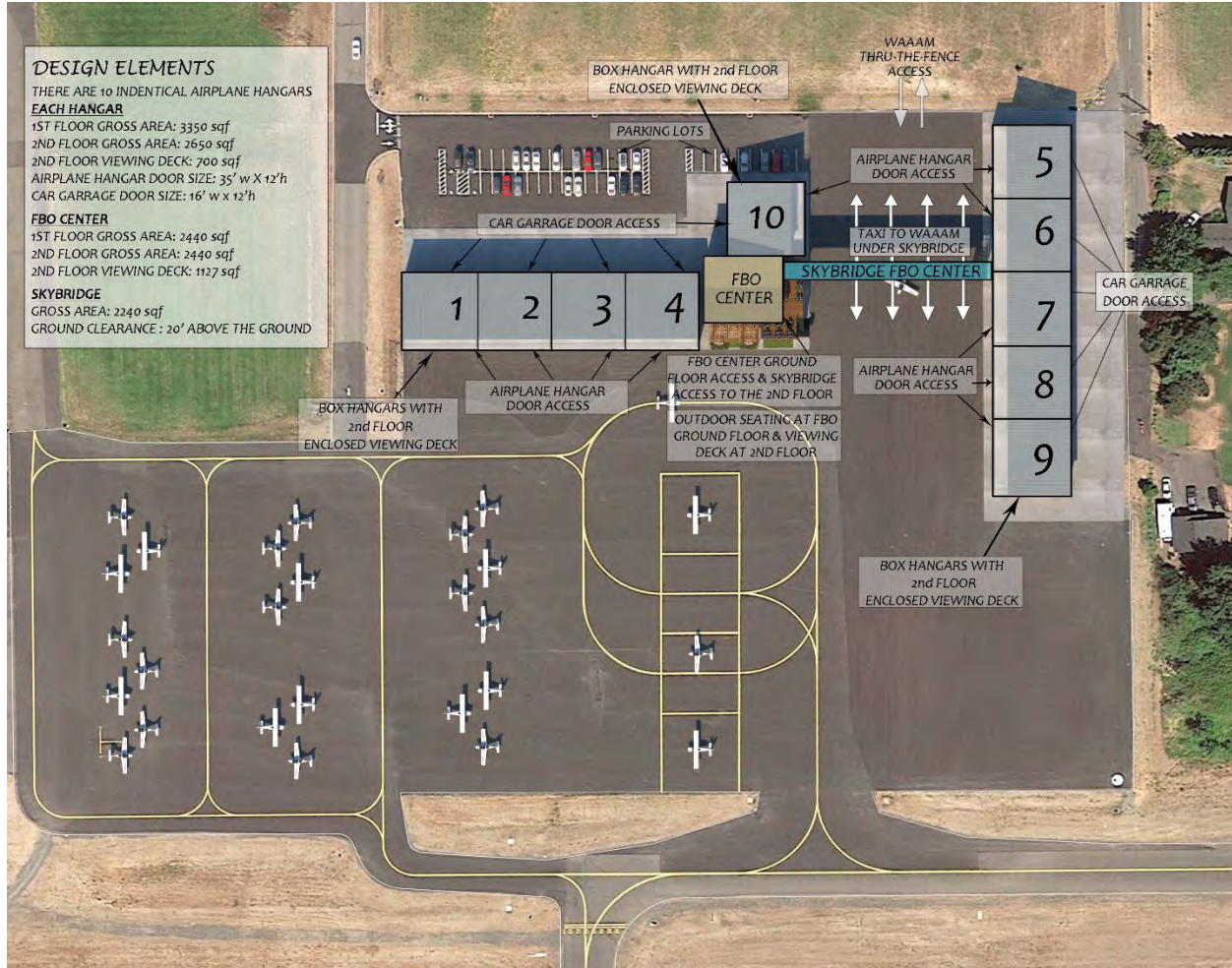
**FOR DEVELOPER**

DocuSigned by:  
  
451D9F4427A545C...  
 Claudia Munk-von Flotow, President

Date: 1/25/2024



### Exhibit A: Project Site Plan - Concept





## **Exhibit B: Public Objectives**

The development program must facilitate the overall vision for the Ken Jernstedt Airfield, including the following key goals:

- High Quality Design & Construction
- Environmental Sustainability
- High job quality and density

## **Elements of Development**

In addition to the overall vision and development regulations for the Ken Jernstedt Airfield, the Port established the following elements for the development program:

### **1. Required:**

- Facilitate the development of the site in a manner that increases aviation related operations at the airfield.
- Maximize the revenues made available to the Port for its programs.
- Minimize the risk to the Port associated with the successful development of the site.

### **2. Preferred:**

- Sustainable building practices that meet or exceed the standards required for Silver LEED™ certification by the US Green Building Council.
- Creation of new jobs available to the regional workforce in the Hood River Valley (Please complete Exhibit H).

## **Port Objectives for the Development Agreement and Ground Lease**

The Port has established the following objectives for the transactional agreement with the Developer

- Maximize the lease and other revenues made available to the Port for its programs.
- Minimize the risk to the Port associated with the successful development of the North Apron.

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**Exhibit C: Project Team**

*[Describe anticipated Project Team to the extent known or reasonably anticipated. Include options where known. Project Team is subject to future changes, and to Port approval prior to entering the Development Agreement. Developer can use form below, or any other method agreeable to Port, to describe the Project Team]*

<b>Developer(s)</b>	Claudia Munk-von Flotow
	CMLK Development Corp.
<b>Lessee under Ground Lease</b>	Aircraft Storage, LLC
<b>Architect(s)/Designer(s)</b>	Centrex Design and Construction
	HRK Civil Engineering and Field Services
<b>Attorney</b>	Kell, Alterman & Runstein, L.L.P.

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**Exhibit D: Preliminary Development Program**

*[Describe anticipated Development Program to the extent known or reasonably anticipated. Include options where known. Development Program is subject to future changes, and to Port approval prior to entering the Development Agreement.]*

<b>Target Market</b>	Private aircraft owners.
	Aviation-related businesses.
<b>Design Objectives</b>	Building design shall be similar to the adjacent WAAAM building.
	A new FBO center may resemble Hood River waterfront heavy timber design, pending financial feasibility.
<b>Building Materials</b>	Primary exterior material: metal.
	Secondary materials: glass, wood, and stone.
<b>Total Square Footage of Building</b>	Each hangar shall be approximately 3,350 gross square feet ground floor area.
	A new FBO center shall be approximately 2,440 gross square feet ground floor area.
<b>Number, Type, Size of Hangars</b>	Quantity 10 new hangars, phased delivery.
<b>Off Site Improvements</b>	Parking lot improvements and associated landscaping.
<b>Site Plan</b>	See Exhibit A.
<b>Floor Plans</b>	Hangar buildings shall be clear-span and maintain potential for second floor mezzanine space, if so desired by end user.
<b>Building Elevations</b>	Buildings shall be a maximum of 45 feet, pursuant to the limitations of the Airport Height Combining Zone.
	*Most hangars of this type do not exceed 30 feet in height.
<b>Illustrations</b>	See below.
<b>Total Development Cost Estimate</b>	See Exhibit D 1.1.

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**Exhibit D-1.1:**

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**Exhibit D-1.2: Site Plan**

Refer to attachment.

**Exhibit D-2.1: Conceptual Building Plan – Box Hangars 1-4**

Refer to attachment.

**Exhibit D-2.2: Floor Plan Level 2**

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**Exhibit D-3:**

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Exhibit D-4.1: Illustrations



View to the southeast.



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View to the northwest.



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**Exhibit E: Preliminary Conceptual Development Schedule, Pending Coordination with Municipality**

Task	Days	Start	End
Exclusivity Period	180**	TBD	TBD
Draft Development Agreement presented to Developer	60	TBD	TBD
Negotiations on DA/GL	120	TBD	TBD

*\*Dates are tentative and will change as preceding tasks change.*

*\*\* Developer may request up to 180 days of additional time for Exclusivity Period*

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**Exhibit F: Preliminary Development Financial Terms**

*[Describe preliminary development financial terms to the extent known or reasonably anticipated. Include options where known. Preliminary development financial terms are subject to future changes, and to Port approval prior to entering the Development Agreement. Developer can use form below, or any other method agreeable to Port, to describe the preliminary development financial terms.]*

<b>Development Costs (Current Dollars) by Major Category</b>	See attached.
	See attached.
<b>General Description of Development Finance Plan</b>	Approximate 60 percent loan to value ratio.
<b>Equity Provided by Developer</b>	Per phase, approximately 40 percent of phased project cost.
<b>Equity Provided by Others</b>	
<b>Major Loan Terms and Assumptions</b>	Commercial loan rates for this type of construction are currently between six to ten percent with recourse.
<b>Ten-Year Development/Operations Pro Forma (in Year of Expenditure Dollars), including escalation assumptions</b>	See below.

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<b>Conceptual Development Costs - North Apron Hangars and FBO</b>		
<b>Pricing Date: October 2023</b>		
<b>Item #</b>	<b>Description</b>	<b>Cost</b>
<b>Pre-Construction, Design, and Engineering - Ten Buildings and Full Site</b>		
1	Site Survey	\$8,000
2	Hazardous Materials Survey	\$0
3	Geotechnical Report	\$22,000
4	Traffic Impact Study	\$9,500
5	Environmental and FAA Studies - Federal and State (CATEX, CEQA)	\$0
6	Civil Design	\$50,000
7	Architectural Design	\$150,000
8	Structural Engineering	\$50,000
9	Landscape Design	\$0
10	MEP Design	\$0
11	Metal Building Engineering	\$13,000
12	Project Coordination	\$60,000
13	Jurisdictional Fees	\$150,000
14	Testing and Special Inspection	\$100,000
<b>Pre-Construction, Design, and Engineering</b>		<b>\$612,500</b>
<b>Construction Cost - Phase 1 - Four Buildings</b>		
15	Ramp - Phase 1	\$146,624
16	Site and Civil - Phase 1, Including Dewatering	\$348,970
17	Phase 1 Hangar Construction - Four Buildings E-W	\$2,095,600
18	General Conditions	\$360,000
<b>Subtotal</b>		<b>\$2,951,194</b>
19	Insurance	\$44,268
20	Overhead and Profit	\$88,536
21	Design Contingency	\$44,268
22	Construction Contingency	\$295,119
<b>Construction Cost - Phase 1 - Four Buildings</b>		<b>\$3,423,385</b>
<b>Construction Cost - Phase 2 - Five Buildings</b>		
23	Ramp - Phase 2	\$41,344
24	Site and Civil - Phase 2, Including Dewatering	\$301,910
25	Phase 2 Hangar Construction - Five Buildings N-S	\$2,687,360
26	General Conditions	\$360,000
<b>Subtotal</b>		<b>\$3,390,614</b>
27	Insurance	\$50,859
28	Overhead and Profit	\$101,718
29	Design Contingency	\$50,859
30	Construction Contingency	\$339,061
31	Escalation	\$101,718
<b>Construction Cost - Phase 2 - Five Buildings</b>		<b>\$4,034,831</b>
<b>Construction Cost - Phase 3 - One Hangar and FBO</b>		
32	Phase 3 - Hangar Construction - One Building	\$523,900
33	Phase 3 - FBO Construction	\$1,973,400
34	General Conditions	\$360,000
<b>Subtotal</b>		<b>\$2,857,300</b>
35	Insurance	\$42,860
36	Overhead and Profit	\$85,719
37	Design Contingency	\$42,860
38	Construction Contingency	\$285,730
39	Escalation	\$85,719
<b>Construction Cost - Phase 3 - One Hangar and FBO</b>		<b>\$3,400,187</b>

Page 25 of 29

**Exhibit F-1: Ten-Year Development/Operations Pro Forma**

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
	Phase 1 - Four hangars.		Phase 2 - Five additional hangars.		Phase 3 - One additional hangar and FBO (both Port-owned; no rent revenue to developer, no ground lease payments on Port facilities).					
<b>Gross Lease Rate PSF per Hangar</b>	\$ 1.00	\$ 1.03	\$ 1.06	\$ 1.09	\$ 1.13	\$ 1.16	\$ 1.19	\$ 1.23	\$ 1.27	\$ 1.30
Potential Gross Revenue										
Hangar 1	\$ 40,200	\$ 41,406	\$ 42,648	\$ 43,928	\$ 45,245	\$ 46,603	\$ 48,001	\$ 49,441	\$ 50,924	\$ 52,452
Hangar 2	\$ 40,200	\$ 41,406	\$ 42,648	\$ 43,928	\$ 45,245	\$ 46,603	\$ 48,001	\$ 49,441	\$ 50,924	\$ 52,452
Hangar 3	\$ 40,200	\$ 41,406	\$ 42,648	\$ 43,928	\$ 45,245	\$ 46,603	\$ 48,001	\$ 49,441	\$ 50,924	\$ 52,452
Hangar 4	\$ 40,200	\$ 41,406	\$ 42,648	\$ 43,928	\$ 45,245	\$ 46,603	\$ 48,001	\$ 49,441	\$ 50,924	\$ 52,452
Hangar 5	\$ -	\$ -	\$ 42,648	\$ 43,928	\$ 45,245	\$ 46,603	\$ 48,001	\$ 49,441	\$ 50,924	\$ 52,452
Hangar 6	\$ -	\$ -	\$ 42,648	\$ 43,928	\$ 45,245	\$ 46,603	\$ 48,001	\$ 49,441	\$ 50,924	\$ 52,452
Hangar 7	\$ -	\$ -	\$ 42,648	\$ 43,928	\$ 45,245	\$ 46,603	\$ 48,001	\$ 49,441	\$ 50,924	\$ 52,452
Hangar 8	\$ -	\$ -	\$ 42,648	\$ 43,928	\$ 45,245	\$ 46,603	\$ 48,001	\$ 49,441	\$ 50,924	\$ 52,452
Hangar 9	\$ -	\$ -	\$ 42,648	\$ 43,928	\$ 45,245	\$ 46,603	\$ 48,001	\$ 49,441	\$ 50,924	\$ 52,452
Hangar 10 (Port Owned)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FBO (Port Owned)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Potential Gross Revenue</b>	\$ 160,800	\$ 165,624	\$ 383,834	\$ 395,349	\$ 407,209	\$ 419,425	\$ 432,008	\$ 444,968	\$ 458,317	\$ 472,067
<b>Vacancy Loss</b>	\$ (40,200)	\$ (41,406)	\$ (95,958)	\$ (98,837)	\$ (101,802)	\$ (104,856)	\$ (108,002)	\$ (111,242)	\$ (114,579)	\$ (118,017)
25%										
<b>Effective Gross Revenue</b>	\$ 120,600	\$ 124,218	\$ 287,875	\$ 296,511	\$ 305,407	\$ 314,569	\$ 324,006	\$ 333,726	\$ 343,738	\$ 354,050
<b>Ground Lease to Port \$0.30/SF/YR, 3% escalation</b>	\$ (6,000)	\$ (6,180)	\$ (20,670)	\$ (21,255)	\$ (21,840)	\$ (22,425)	\$ (23,010)	\$ (23,595)	\$ (24,180)	\$ (24,765)
Approximate Ground Lease Area (SF)	20,000	20,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000	65,000
<b>Operating Expenses Not Passed to Tenant</b>	\$ (8,040)	\$ (8,281)	\$ (19,192)	\$ (19,767)	\$ (20,360)	\$ (20,971)	\$ (21,600)	\$ (22,248)	\$ (22,916)	\$ (23,603)
5%										
<b>Net Operating Income (NOI)</b>	\$ 106,560	\$ 109,757	\$ 248,014	\$ 255,489	\$ 263,206	\$ 271,173	\$ 279,396	\$ 287,883	\$ 296,642	\$ 305,682
<b>Debt Service</b>	\$ (174,220)	\$ (174,220)	\$ (348,394)	\$ (348,394)	\$ (348,394)	\$ (348,394)	\$ (348,394)	\$ (348,394)	\$ (348,394)	\$ (348,394)
6% Interest; 30 year term; \$2.4 MM principal					6% Interest; 30 year term; \$4.8 MM principal					
<b>Net Income After Debt</b>	\$ (67,660)	\$ (64,463)	\$ (100,380)	\$ (92,905)	\$ (85,188)	\$ (77,221)	\$ (68,998)	\$ (60,511)	\$ (51,752)	\$ (42,712)
<b>Projected Return</b>	-1.68%	-1.60%	-1.24%	-1.15%	-1.06%	-0.96%	-0.85%	-0.75%	-0.64%	-0.53%
Total Project Cost	\$	4,035,885.00	\$							8,070,716.00

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January 23, 2024

**Exhibit G: Preliminary Ground Lease Financial Terms**

*[Describe preliminary ground lease financial terms to the extent known or reasonably anticipated. Include options where known. Preliminary ground lease financial terms are subject to future changes, and to Port approval prior to entering the Development Agreement. Developer can use form below, or any other method agreeable to Port, to describe the preliminary financial terms.]*

<b>Initial Term of Ground Lease (years)</b>	Commencing at Certificate of Occupancy on a per building basis.
<b>Option Terms following Initial Term: Number, Length, Terms</b>	Maximum as allowable per FAA.
<b>General Description of Ground Lease Methodology or Structure</b>	Gross lease at \$0.30 per square foot of ground annually for occupiable buildings.
<b>Starting Annual Base Rent for Initial Term</b>	Gross rate of \$0.30 per square foot of ground annually.
<b>Escalation in Base Rent for Initial Term</b>	Three percent.
<b>Description of Any Additional (Participatory) Payments [Include formula, definition of terms, any triggers, etc.]</b>	
<b>Phase-in of Rent at beginning of Ground Lease Terms</b>	
<b>Any additional material terms or conditions</b>	
<b>Ten Year Forecast of Rent other Payments to Port</b>	See pro forma.

January 23, 2024

**Exhibit G-1: Ten Year Forecast of Rent Payments to Port**

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January 23, 2024

**Exhibit H: Preliminary Estimate of Permanent Job Benefits**

*[Describe preliminary number, type, and salaries of the direct, permanent jobs resulting from the proposed development, to the extent reasonably anticipated. These estimates are subject to future changes as part of the preparation of the Development Agreement. Developer can use form below, or any other method agreeable to Port, to estimate the direct job impact of the development.]*

<b>Activity</b>	<b>Anticipated Number of Direct Jobs</b>	<b>Anticipated Average Annual Salary (2023\$)</b>
Hood Technology Corp Headquarter	150	\$150,000
Decavo Headquarter	60	\$100,000
Related Aircraft Maintenance	2	\$75,000
<b>Other (Specify)</b>		
<b>Total</b>	212	Average \$108,000

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Executive Director's Report  
April 23, 2024

#### **ADMINISTRATION – KEVIN GREENWOOD, EXECUTIVE DIRECTOR**

- *BUILD 2020 grant has been transferred to the Hood River White Salmon Bridge Authority (HRWSBA). This amendment also includes transferring the Port's requirement of providing a \$1.25M match to the State non-federal grants.*
- *The Odell Sanitary District met on April 9<sup>th</sup> and decided to keep the development charges and monthly base rate for each RV space equal to a full residence. In addition, they are following the County's view that anything longer than 180-days is permanent.*
- *Museum, Port, Chamber and WAAAM have agreed to Bridge Centennial Event sometime in October. Planning is underway.*
- *HRWSBA is still awaiting approval from FHWA to authorize relocation expenses. Michael Shannon has set July 1 as a deadline for that determination.*
- *Airport Report included as Attachment A*

#### **ADMINISTRATION – PATTY ROSAS, EXECUTIVE ASSISTANT**

- *Statement of Economic Interest (SEI) reports was due April 15, 2024. If you have not filed your SEI please contact OGEC at (503) 378-5105.*
- *Vacancies have been posted for Toll Collectors, Parking Enforcement Officers, and Facilities Workers.*
- *2<sup>nd</sup> notification for the welding project went out April 1.*
- *Attached is the Social Media and Website Analytics report (Attachment B). It offers insights into the Port's online presence, analyzing social media engagement, audience demographics, and website traffic.*
- *Working towards finalizing the Communications Plan that will now include guidelines for social media.*

#### **FINANCE – DEBBIE SMITH-WAGAR, FINANCE DIRECTOR**

- *Software: We continued setting up information for online approvals and bank files for direct deposit and electronic payments to vendors. We also began setting up payroll with training scheduled in May for that module.*
- *Replacement Bridge:*
  - *We have been working with the Oregon division of the Federal Highway Administration (FHWA) on getting grant agreements in place with the Bridge Authority for the federal grants. There are still some dollars left in some of the grants that were in the Port's name (ARPA and the Washington state appropriation), so there will continue to be a Replacement Bridge Fund in the Port's budget.*

- *The process to get a TIFIA loan approved continues. It can take 18 months or more to get the loan approved, so we are working diligently on the Letter of Interest (LOI), which needs to be completed before an official application. We are expecting an indicative rating from KBRA (Kroll) early in May. We will submit the LOI as soon as the indicative rating is received.*
- *Budget: The budget process is taking some time as the structure of our general ledger is revamped (i.e., improved!). We are on track to have the first budget committee meeting as scheduled May 7<sup>th</sup>.*
- *Finance Director took nine hours of Government Finance Officers Association training over three days that covered Preparing and Implementing a Capital Improvement Plan. Much of the training reinforced the direction the Port is moving to prepare a multi-year document and had some good insight on the actual process of preparing the document. A draft document will be ready for the May 7<sup>th</sup> Budget Committee meeting.*

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

- *Port Waterfront Concessions start setting up for the season on April 15<sup>th</sup> and most open for business on May 1<sup>st</sup>.*
- *Ryan & Daryl met with the Director of the OSMB Clean Marina Program for our 3-year inspection, and the Port passed with flying colors. There were a few minor recommendations.*
- *The Port has ads out for the Parking Enforcement position, and we have had one application to date from a returning Port summer employee. We hope to hire 2 more people over the next month.*
- *We plan to staff the Event Site booth for limited days and hours for the summer. We have one returning employee and plan to hire one more person for that position.*
- *The Port had a new event submit a proposal. Bristol Hospice would like to host a stunt kite flying contest on Lot #1 on Saturday, May, 18<sup>th</sup> as a fundraiser for Hearts of Hospice. Details are TBA. Staff has let them know that only the south half of Lot #1 would be available due to the Port's needs for parking.*
- *The Port's 2024 Waterfront Event Schedule is posted on the Port's website under Recreation. Please see the attached schedule for reference. The 2024 Cruise Ship schedule is posted on the Port's website under Marina (Attachment C).*
- *Staff plans to host a Waterfront Committee meeting when time allows, hopefully in May. We are all hands-on deck at the moment with the vacancy of the Property Manager Position. Everyone is pitching in to cover, but it is a challenge to keep up.*

#### **BRIDGE/TRANSPORTATION – RYAN KLAPPRICH, FACILITIES MANAGER**

- *Water turned on in parks and moorage for the year.*
- *Irrigation repairs.*
- *Weed eating for chemical spray around all parks.*
- *Plumbing repairs shower bathroom.*
- *Bridge welding flagging.*
- *Main water line leak at picnic shelter lawn repaired.*
- *Installed signpost at Big 7 for building sale.*

## WELDING SUMMARY – RYAN KLAPPRICH, FACILITIES MANAGER

- *The companies who conducted the welding were Bulldog Welding, R & S Flagging (certified welders) and Kellogg Welding*
- *Total welds: 7,785*
- *Total time welding: 421.5 hours*
- *Typically, the welds last for years with a potential 5% chance of rebreaking. We will conduct regular inspections and monitoring throughout the year, and possibly can wait until spring again to weld.*
- *We had a total of 8 welders for the first time and were able to accomplish getting both lanes completed.*
- *Port had 4 flaggers 2 teams alternating and had a 5<sup>th</sup> person for breaks with a total 144 hours of flagging.*



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## 4S2 FBO Report | March 2024

### Airport Activity:

There were 479 flight events at Hood Aero in March. Spring conditions resulted in more operations than were forecasted. Anticipate a continued increase in flight operations next month.



### Night Flights:

One internal night flight was scheduled in March. No large events scheduled for April.



**Flight Training:** Hood Aero conducted 10 training events in March with an anticipated increase in April. No other training flights were conducted at 4S2 in

March.

### Flight Training Events



### Maintenance Activity:

1 inspection and 2 general maintenance events took place throughout March.

### Maintenance Events



**Fuel Sales:** Fuel sales showed a slight increase over last month. Anticipated good flying conditions should lead to an increase in fuel sales in the upcoming months.

### Fuel Sales (Gallons)



**Fuel Flowage Fees:**

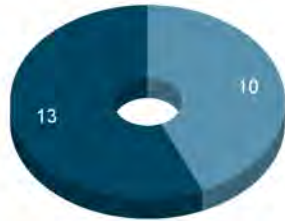
\$227.18 paid in flowage fees to the Port of Hood River in March. Based on .10 per gallon and a rounded sale of 2271.89 gallons.

**Tie Down Activity:**

- 23 total spots.
- 57% utilization for February averaged.
- No tie down fees collected in March.

Tie Down Utilization

- Available Tie Downs
- Rented Tie Downs Long Term



**Noise Feedback:**

No noise complaints received by the FBO in March.

**Pilot Feedback:**

No specific pilot feedback was received by the FBO in March.

**Airport Surfaces:**

	Condition	Notes.
Rwy 7/25		
Grass Strip		
N. Ramp		

S. Ramp		
S. Gravel		
Taxiways		

**Facilities:**

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

**Lighting:**

- No issues noted with airport

**Other:**

- The self-serve fuel tank has a leak that has been reported to Mascot. We are able to fill our truck from the self-serve tank and provide fuel from the truck until the leak is fixed.

## SOCIAL MEDIA & WEBSITE ANALYTICS REPORT

### FACEBOOK OVERVIEW: (Past 28 days)

<b>Facebook Followers:</b>	2,986																					
<b>Post Reach:</b> The number of people who saw any of your posts at least once. Metric is estimated.	12,599																					
<b>Post Engagement:</b> The number of reactions, comments, shares and clicks on your posts.	3070																					
<b>New Page Followers:</b> The number of new followers of your Facebook Page.	11																					
<b>Audience:</b>	Hood River, OR – 682 White Salmon, WA – 519 The Dalles, OR – 192																					
<b>Age &amp; Gender:</b>																						
<p> <span style="display: inline-block; width: 10px; height: 10px; background-color: purple; margin-right: 5px;"></span> Men: 26.90%  <span style="display: inline-block; width: 10px; height: 10px; background-color: teal; margin-right: 5px;"></span> Women: 73.10%         </p> <table border="1" style="margin-top: 10px;"> <caption>Facebook Audience Distribution by Age Group and Gender</caption> <thead> <tr> <th>Age Group</th> <th>Men (%)</th> <th>Women (%)</th> </tr> </thead> <tbody> <tr> <td>18-24</td> <td>~1%</td> <td>~2%</td> </tr> <tr> <td>25-34</td> <td>~5%</td> <td>~12%</td> </tr> <tr> <td>35-44</td> <td>~8%</td> <td>~20%</td> </tr> <tr> <td>45-54</td> <td>~6%</td> <td>~16%</td> </tr> <tr> <td>55-64</td> <td>~4%</td> <td>~11%</td> </tr> <tr> <td>65+</td> <td>~3%</td> <td>~9%</td> </tr> </tbody> </table>		Age Group	Men (%)	Women (%)	18-24	~1%	~2%	25-34	~5%	~12%	35-44	~8%	~20%	45-54	~6%	~16%	55-64	~4%	~11%	65+	~3%	~9%
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18-24	~1%	~2%																				
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35-44	~8%	~20%																				
45-54	~6%	~16%																				
55-64	~4%	~11%																				
65+	~3%	~9%																				

### TWITTER OVERVIEW (Past 28 days):

<b>Twitter Followers:</b>	499
<b>Post Reach:</b>	354
<b>New Page Followers</b>	0

### PORT WEBSITE OVERVIEW (Past 28 days)

<b>Website Views:</b>	8,657
<b>Most Popular Content (Top 5):</b>	Home Page: 2,330 Hood River Bridge: 1,346 BreezeBy: 1,153 Traffic Alerts: 600 Employment Opportunities: 397

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Start Date	End Date	Event Name	Location	Estimated # People
3/19/2024	5/28/2024	Rugby practice Every Tuesday 5:30-7:30	Marina Green	15
4/13/2024	4/13/2024	Oregon Bass Federation Fishing Tournament/ Club-Cascade Bassmasters	Marina Boat Ramp/Guest Dock	40+ boats
4/15/2024	6/15/2024	HRP&R Youth Soccer practice- Monday, Wednesdays, Thursdays	Marina Green	50
4/15/2024	5/6/2024	Hood River New School Ultimate Frisbee PE Class - Every Monday	Marina Green	50
4/19/2024	4/19/2024	Mosaic 25- Commercial film group	DMV parking Lot	10
4/20/2024	4/21/2024	24 Hour Paddle for Cancer Fundraiser	Nichols Basin	30
4/27/2024	4/27/2024	Ciderfest	Event Site/ Lot #1	5,000
4/27/2024	4/27/2024	Gorge Sailing Team regatta	Marina Guest Dock	30
4/27/2024	4/27/2024	Oregon Bass Federation Fishing Tournament/ Club-TBF of Oregon	Marina Boat Ramp/Guest Dock	40+ boats
5/11/2024	5/11/2024	Oregon Bass Federation Fishing Tournament/ Club-PacNW Basserzz	Marina Boat Ramp/Guest Dock	40+ boats
5/18/2024	5/18/2024	Bristol Hospice- Kite Festival	Lot #1	50-100
5/18/2024	5/18/2024	Windance Demo Day	Event Site	50
5/25/2024	5/25/2024	Windance Demo Day	Event Site	50
5/26/2024	5/26/2024	CGW2 Gear Swap	Lot #1	300
5/26/2024	5/26/2024	Oregon Bass Federation Fishing Tournament/ Club-Mid Valley Bass Club	Marina Boat Ramp/Guest Dock	40+ boats
5/27/2024	5/27/2024	Wet Planet Kayak School- First Descents Camp	Marina Beach	24+ staff
6/1/2024	6/1/2024	Windance Demo Day	Event Site	50
6/3/2024	6/3/2024	Wet Planet Kayak School- First Descents Camp	Marina Beach	24+ staff
6/8/2024	6/8/2024	Windance Demo Day	Event Site	50
6/10/2024	6/10/2024	Wet Planet Kayak School- First Descents Camp	Marina Beach	24+ staff
6/17/2024	6/17/2024	Wet Planet Kayak School- First Descents Camp	Marina Beach	24+ staff
6/24/2024	6/24/2024	Wet Planet Kayak School- First Descents Camp	Marina Beach	24+ staff
7/1/2024	7/5/2024	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30
7/1/2024	7/1/2024	Wet Planet Kayak School- First Descents Camp	Marina Beach	24+ staff
7/4/2024	7/4/2024	4th of July Fireworks	Waterfront	10,000
7/6/2024	7/6/2024	CGW2 Gear Swap	Lot #1	300
7/6/2024	7/7/2024	KB4C (Kiteboard for Cancer)	Event Site	250

7/8/2024	7/13/2024	Gorge Downwind Paddle Champs- Canoe/Outrigger Race	Stevenson/Waterfront Park	850
7/8/2024	7/12/2024	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30
7/10/2024	7/10/2024	Wet Planet Kayak School- Adventure Treks	Marina Beach	36+ staff
7/15/2024	7/19/2024	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30
7/15/2024	7/15/2024	Wet Planet Kayak School- Kids Kayak Camp	Frog Beach, Nichols Basin	12+ staff
7/20/2024	7/21/2024	SIC Gorge Paddle Challenge- SUP, OC, Foil, Wing Race	Waterfront Park/ Jensen West Parking	400
7/22/2024	7/26/2024	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30
7/22/2024	7/22/2024	Wet Planet Kayak School- Kids Kayak Camp	Frog Beach, Nichols Basin	12+ staff
7/29/2024	8/2/2024	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30
7/29/2024	7/29/2024	Wet Planet Kayak School- Adventure Treks	Marina Beach	36+ staff
8/3/2024	8/3/2024	Pfreim Anniversary Party	Waterfront Park	
8/5/2024	8/9/2024	ABK Windsurfing Clinics	Marina Beach	20
8/5/2024	8/9/2024	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30
8/12/2024	8/16/2024	ABK Windsurfing Clinics	Marina Beach	20
8/12/2024	8/16/2024	Jr. Sailing Program Kids Program	Marina Basin/ SB Dock	30
9/1/2024	9/1/2024	CGW2 Gear Swap	Lot #1	300
9/2/2024	9/7/2024	AWSI Trade Show- Private Event	Event Site & Lot #1	600
9/7/2024	9/7/2024	Oregon Bass Federation Fishing Tournament/ Club-Cascade Bassmasters	Marina Boat Ramp/Guest Dock	40+ boats
10/5/2024	10/5/2024	Hops Fest-	Event Site	5,000
10/11/2024	10/13/2024	Harvest Fest	Event Site & Lot #1	10,000
10/12/2024	10/12/2024	Oregon Bass Federation Fishing Tournament/ Club-Cascade Bassmasters	Marina Boat Ramp/Guest Dock	40+ boats
10/20/2024	10/20/2024	Columbia Gorge Marathon	Event Site	1500
11/2/2024	11/2/2024	Oregon Bass Federation Fishing Tournament/ Club-Cascade Bassmasters	Marina Boat Ramp/Guest Dock	40+ boats

# Commission Memo



Prepared by: Daryl Stafford  
Date: April 23, 2024  
Re: Waterfront Development/Concession Proposals

---

At our April 9<sup>th</sup> Spring Planning meeting one of the discussion topics was to adopt a resolution for staff guidelines for Concession and Business proposals for the Waterfront. Currently the Port does not have any guidelines or rules for staff to follow, so all applications are considered. Port Staff wants to make sure we are representing the wishes of Commissioners, yet at the same time would like to be able to streamline the process for the sake of efficiency and everyone's time.

The Commission directed staff to divide the Waterfront into 4 zones and to reach out to each Commissioner for feedback.

The attached Resolution incorporates that feedback.

**RECOMMENDATION:** Motion to adopt Resolution No. 2023-24-18 setting waterfront recreation development and concession permits.

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**PORT OF HOOD RIVER**  
**Resolution No. 2023-24-18**

**A RESOLUTION SETTING WATERFRONT RECREATION DEVELOPMENT  
AND CONCESSION PERMITS**

**WHEREAS**, the Port of Hood River Board of Commissioners regulates the use of Port Property through its Property Ordinance, last adopted via Ord. No. 27 on May 16<sup>th</sup>, 2023; AND

**WHEREAS**, the Commission would like to create a policy for recreation concession proposals and recreation business development of the waterfront; NOW, THEREFORE

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

**Section 1. Divide Waterfront Recreation into four zones (See Exhibit A).**

- A. Zone 1:** Encompasses all Port-owned streets and land surrounding the Marina Basin including the boat ramp, Marina Green, Marina Park, Marina Moorage, Marina Beach, the Marina Jetty, and the East Waterfront Trail.
- B. Zone 2:** Encompasses all Port-owned streets and land surrounding Nichols Basin including Frog Beach, The Spit, Lot #1, the Central Waterfront Trail and Nichols dock.
- C. Zone 3:** Encompasses all Port-owned streets and land associated with the North Central Waterfront including the Event Site, North Central Waterfront Trail along the Jensen Building, and Jensen West parking area.
- D. Zone 4:** Encompasses all Port-owned streets and land surrounding the Hook including the Maritime East Parking, the strip of land to the East of the Water Treatment Plant, and the West Waterfront Trail.

**Section 2. Guidelines for all areas.**

- A. Presentations:** Public Comment 5-minute waterfront recreation business/concession proposals are allowed at any regular meeting Commission Meeting. Presentations considered for agenda items for a Commission meeting will be allowed twice a year, once in the Spring and once in the Fall.
- B. Food Carts:** No food carts on any Port property until the Port develops a dedicated food cart area with the required infrastructure.
- C. Floating over water buildings/structures:** The Port will not issue any permits for structures/buildings floating over water.
- D. Record of inquiries:** Staff will maintain a list of all waterfront concession inquiries and proposals to present to the commission annually.
- E. Existing Port Waterfront Concessions:** The Port will continue to issue annual permits to existing Concessions that have met the terms of the previous year's permit. The Port reserves the right not to renew a permit for non-compliance or the Commissions desire for different use of the area.

### Section 3. Guidelines by Zones

**A. Zone #1- East Waterfront Marina Basin and surrounding area:**

- a. No new business development or new Concession permits will be issued in or around the Marina Basin until the Port has a better understanding of the needs of the Bridge Replacement Project Contractor.

**B. Zone #2- Nichols Basin and surrounding area:**

- a. No new business development or new Concession permits issued for the Nichols Basin area until the traffic circle/parking plan has been decided that will help to determine the development of North 1st St. that will provide new access points and upland accommodations.

**C. Zone #3- Northcentral waterfront from Jensen west to the east end of the Event Site:**

- a. No additional recreation concession rental/school permits available for this area.

**D. Zone #4- West waterfront Jensen east lot, The Hook, the area to the west of the Water Treatment Plant:**

- a. No Concession permits available for the end of the west end of The Hook.
- b. No Concession permits available for the East Maritime Lot.
- c. Staff should consider proposals for the area previously known as the Dog Park that parallels the Water Treatment Plant.

**Section 4. Annual Review.** The Commission, through assistance by Port staff, shall annually review and change or adjust resolution at the Port Commission Spring Planning meeting and prior to the subsequent budget's adoption.

**Section 5. Effective Date.** The effective date of this resolution is May 1, 2024.

**Section 6. Repealer.** All previous directives and/or policy resolutions regarding waterfront recreation concession/development permits are hereby repealed.

Adopted by the Board of Commissioners of the Port of Hood River this 23th day of April 2024.

**SIGNED**

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

**ATTEST**

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

EXHIBIT A



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