



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
February 20, 2018
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 3. Consent Agenda
 - a. Approve Minutes of February 6, 2018 Regular Session (*Jana Scoggins – Page 3*)
 - b. Approve Contract with Lerner Tech Support for On-Call Services Not to Exceed \$34,000 (*Fred Kowell– Page 7*)
 - c. Approve Accounts Payable to Jaques Sharp in the Amount of \$15,388 (*Fred Kowell – Page 17*)
 4. Reports, Presentations and Discussion Items
 - a. Hood River Swimming Pool Evaluation, Bill Summerfield (*Michael McElwee – Page 17*)
 - b. Capital Facility Funding Opportunities, Sam Goldstein, USDA Rural Development (*Kevin Greenwood – Page 19*)
 - c. Second Review, Administrative Rules Governing Public-Private Partnership Proposals Related to Bridge Replacement (*Kevin Greenwood – Page 25*)
 - d. Bridge Replacement Project Update - (*Kevin Greenwood – Page 75*)
 - e. Financial Report for the 6 Months Ending December 31, 2017 (*Fred Kowell – Page 81*)
 5. Director’s Report (*Michael McElwee – Page 93*)
 6. Commissioner, Committee Reports
 - a. SDAO Annual Conference (Meriwether, Sheppard, Carlson)
 7. Action Items
 - a. Approve Resolution No. 2017-18-3 Declaring Support for Hood River County Energy Plan (*Anne Medenbach –Page 103*)
 - b. Approve Task Order 4 with P-Square LLC for Tolling System Upgrades Not to Exceed \$73,600 (*Fred Kowell– Page 111*)
 - c. Approve Contract with Aset Advanced Security & Electrical Technology, Inc. for Installation of Security Cameras on the Bridge Not to Exceed \$34,000 (*Fred Kowell– Page 135*)
 - d. Approve Contract with Clary Consulting Co. for Consulting Services Related to Bridge Replacement Not to Exceed \$40,000 (*Kevin Greenwood – Page 141*)
 - e. Approve Amendment No. 2 to Fixed Base Operator Agreement with TacAero (*Anne Medenbach – Page 147*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation
 10. Possible Action
 11. Adjourn

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

The chair reserves the opportunity to change the order of the items if unforeseen circumstances arise. The Commission welcomes public comment on issues not on the agenda during the public comment period. With the exception of factual questions, the

*Commission does not immediately discuss issues raised during public comment. The Commission will either refer concerns raised during public comment to the Executive Director for a response or will request that the issue be placed on a future meeting agenda. People distributing copies of materials as part of their testimony should bring **10 copies**. Written comment on issues of concern may be submitted to the Port Office at any time.*

**Port of Hood River Commission
 Meeting Minutes of February 6, 2018 Regular Session
 Marina Center Boardroom
 5:00 p.m.**

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

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

Present: Commissioners Brian Shortt, John Everitt and David Meriwether; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Genevieve Scholl, Steve Carlson, Kevin Greenwood, and Jana Scoggins.
Absent: Hobby Streich, Ben Sheppard, and Anne Medenbach
Media: None

1. CALL TO ORDER: Vice President Shortt called the meeting to order at 5:03 p.m.

a. Modifications, Additions to Agenda. None.

2. PUBLIC COMMENT: Linda Maddox, Hood River, complimented the paving plans for the parking lot at the West side of the Jensen building and encouraged the Port to plant native vegetation along the remaining gravel area.

3. CONSENT AGENDA:

a. Approve Minutes of February 6, 2018 Regular Session

Motion: Move to approve Consent Agenda.

Move: Meriwether

Second: Everitt

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

4. REPORTS, PRESENTATIONS, AND DISCUSSION ITEMS:

a. Pacific Northwest Waterways Association – Executive Director Kristin Miera & Government Relations

Director Heather Stebbings: The Port has been an active member of the Pacific Northwest Waterways Association (PNWA), hosts of the annual legislative Mission to Washington D.C. to advocate for issues affecting inland and coastal ports, marine freight companies, and associated industries for many years. Miera and Stebbings commented that with new project proposals and a constantly evolving regulatory atmosphere, effective advocacy requires a long-term approach by building trust among partners to ensure future success. Miera emphasized that PNWA has been participating in critical planning discussions on the project authorizations and funding for our region’s small ports, and related industries.

b. Bridge Replacement Project Update - Kevin Greenwood, Bridge Replacement Project Director, invited Steve Siegel from Siegel Consulting, LLC to guide the first Commission review of the Draft Administrative Rules governing public-private partnerships related to bridge replacement. Siegel implemented comments and changes from the Commissioners and reviewed policy oriented issues related to unsolicited and solicited proposals.

a. Discussion: Administrative Rules Governing Public-Private Partnership Proposals Related to Bridge Replacement: Steve Siegel commented that industry representatives have advised that better proposals would be expected when more is known about the project. Discussion occurred about the advantages and disadvantages of accepting unsolicited proposals. After legal counsel comment and general discussion, Commissioners concluded that unsolicited proposals will not be a beneficial option for the Port and thus should be removed from the Administrative Rules.

Additional subjects discussed included Greenwood’s continued work on the review of financing options, public outreach, and other related agency issues.

5. EXECUTIVE DIRECTOR’S REPORT: Michael McElwee reported that new interest in the BreezeBy program has substantially increased and Staff has been extremely busy assisting customers with setting up BreezeBy accounts. McElwee also reported that Fred Kowell, Chief Financial Officer, has been an active participator of the California Toll Operators Committee who creates and recommends standards for tolling operations, technology, interoperability and legislation within the Western region of the United States. McElwee also discussed the possibility of installation of an electronic tolling system, similar to BreezeBy, at the Bridge of the Gods operated by Port of Cascade Locks. McElwee also reported that the Hood River County Museum is hosting a concert called Hoodstock at the Marina Beach area. TacAero’s Fixed Base Operations monthly report for January 2018 provided information about occupancy, fleet hours, and maintenance operations. Lot #1 will be the subject of a Hood River Urban Renewal Agency meeting on February 12. Genevieve Scholl and Kevin Greenwood traveled to Olympia for initial meetings with legislators on the Bridge Replacement Project on January 30.

6. COMMISSIONER, COMMITTEE REPORT: Commissioner John Everitt commented that the Airport Advisory Committee met on January 25 and discussed outcomes of the Fly Friendly-Program and expanding operations and development of TacAero.

7. ACTION ITEMS:

a. Approve Contract with Gorge Electric for On-Call Services Related to Bridge Electric Systems Not to Exceed \$20,000 and Payment of Jones Act Insurance Premium in the Amount of \$2,887.58: Gorge Electric provides on-call services including on-site assistance during a bridge lift and small electrical or lighting repairs. This contract is a renewal of the original contract approved by the Commission on April 21, 2015. Jones Act insurance is required for any work over a federal waterway and will be again added to the Gorge Electric contract.

Motion: Approve contract with Gorge Electric Inc. for Hood River Interstate Bridge on-call services not to exceed \$20,000 and pay Jones Act insurance premium in the amount of \$2,887.58.

Move: Meriwether

Second: Everitt

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

b. Approve Task Order 5 with Century West Engineering for Engineering services at the Ken Jernstedt Airfield Not to Exceed \$208,080.04. Century West Engineering (CWE) is the Port’s engineer of record for the Ken Jernstedt Airfield and is involved in four projects on the north side of the airport. Due to these projects overlapping in timing, funding and physical area, CWE will provide engineering design and bidding services for proposed improvements at the airport.

Motion: Approve Task Order 5 with Century West Engineering for engineering services at the Ken Jernstedt Airfield not to exceed \$208,080.04.

Move: Everitt

Second: Meriwether

Discussion: None

Vote: **Aye:** Unanimous

MOTION CARRIED

c. Approve Contract with ECONorthwest for Real Estate Consulting Services Not to Exceed \$16,000. The Port owns a variety of property types which are utilized to support economic growth in the District. To better encourage the Port’s policy goals, Staff would like to develop a strategy with ECONorthwest to maximize the management and performance of these properties.

- Motion:** Approve contract with ECONorthwest for portfolio consulting services not to exceed \$16,000.00.
 - Move:** Meriwether
 - Second:** Everitt
 - Discussion:** None
 - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

d. Approve Amendment No. 2 to Contract with Summersett Civil Engineering, LLC Not to Exceed \$9,000: Summersett Civil Engineering prepared plans to pave the gravel parking lot west of the Jensen Building. On February 1, 2018, the Port received Administrative Site Plan Review Approval from the City. The Port is now in a position to proceed with final construction drawings in preparation for bidding this spring.

- Motion:** Authorize Amendment No. 2 to contract with Summersett Civil Engineering for engineering services associated with the West Jensen Parking Lot not to exceed \$9,000, for a total contract amount not to exceed \$16,000 plus reasonable reimbursable expenses.
 - Move:** Everitt
 - Second:** Meriwether
 - Discussion:** None
 - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

8. COMMISSION CALL: None.

9. EXECUTIVE SESSION: None.

10. POSSIBLE ACTION: None.

11. ADJOURN:

- Motion:** Motion to adjourn the meeting.
 - Move:** Meriwether
 - Second:** Everitt
 - Discussion:** None
 - Vote:** **Aye:** Unanimous
- MOTION CARRIED**

The meeting was adjourned at 7:28 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

Commission Memo



Prepared by: Fred Kowell
Date: February 20, 2018
Re: IT Support Contract – Lerner Computer Support

For years, the Port has contracted with Lerner Computer Support for office and toll system IT support. Due to the tolling system migration, web portal installation, Office 365 migration, and Marina program issues, the current contract is overspent. The latest invoices have exceeded the contract amount but have not yet been paid.

Normally, IT support from Lerner Computer support hovers around \$18,000 a year without any system installations, or migrations. However, the marina program and other tolling system issues (i.e., IDRIS controllers) will require more IT support in the future. The following breakdown depicts prior work completed, annual ongoing costs and specific areas where IT support will be needed:

- Catch up amount includes tolling system assistance - \$7,542
- Ongoing Office 365 support - \$2,500
- On-site migration with P-Square AVR system in 2018 - \$3,500
- Assistance with server and tolling system failures - \$2,458
- Annual operations amount - \$18,000

All of the above costs were included in the budget, but have yet to be incorporated into the contract.

RECOMMENDATION: Approve contract with Lerner Computer Support for on-call IT tech support not to exceed \$34,000, including \$7,542 of service invoices already submitted.

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

1. This Contract is entered into between the Port of Hood River ("Port") and Jack Lerner Computer Support ("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 \$34,000. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through the date at which funds are exhausted. 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 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, 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 activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall carry insurance as described in 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.

JACK LERNER COMPUTER SUPPORT

PORT OF HOOD RIVER

Signature Date
President, Lerner Services, Inc.
6465 Trout Creek Ridge Road
Parkdale OR 97041
(541) 352-1036
Federal ID or Social Security Number: 26-0772147

Signature Date
Michael S. McElwee
Executive Director
1000 E. Port Marina Drive
Hood River OR 97031

**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK:

All information technology requests that are approved by Port management which relates directly to the Port's internet, computer hardware (servers, PC's, laptops, netbooks, etc.), mobile devices, telecommunications including phone systems, switches, security systems, computer software applications including the BreezeBy, copier, fax, wireless routers, and other IT applications (web portal for payment gateway).

This Personal Services Contract supersedes the contract last dated March 5, 2015.

II. DELIVERABLES AND TIMEFRAME:

The deliverable(s) covered under this Contract shall be: Respond within a 24 hour period or less based upon the severity and risk related to the issue at hand. Servers, tolling software, and telecommunications may need immediate attention versus the development of a program to accept payments. Thus, the timeframe for the deliverable(s) shall be: **as requested by Port of Hood River management.**

III. CONSIDERATION:

Hourly rates under this Contract shall be \$ 95/hr.

Port shall reimburse Contractor for reasonable expenses associated with the purchases that are made on behalf of the Port to repair or replace equipment or materials, that are not considered part of this contract limit.

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
- Project or task 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

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 ___x___ 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 ___X_____

- 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 ___X_____

- 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.

___x___ Required and attached Waived by Finance Manager _____

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

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

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Commission Memo



Prepared by: Fred Kowell
Date: February 20, 2018
Re: Accounts Payable Requiring Commission Approval

Jaques Sharp **\$15,388.00**

Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE **\$15,388.00**

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JAQUES SHARP

ATTORNEYS AT LAW

205 3RD STREET / PO BOX 457
HOOD RIVER, OR 97031
(Phone) 541-386-1311 (Fax) 541-386-8771

CREDIT CARDS ACCEPTED

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

Page: 1
February 08, 2018
Account No: PORTOHAM

PAID
FEB 11 2018
BY: _____

	Previous Balance	Fees	Expenses	Advances	Payments	Balance
MISCELLANEOUS MATTERS JJ	340.00	672.00	0.00	0.00	-340.00	1-6520 (1-8420) 0-8420 \$672.00
HANGAR LEASE (Cloud Cap/Goodrich)	0.00	200.00	0.00	0.00	0.00	600-5520 \$200.00
LEASE (Pfriem Brewing)	0.00	60.00	0.00	0.00	0.00	307-5520 \$60.00
EXPO SITE DEVELOPMENT (Key Development;Pickhardt)	240.00	40.00	0.00	0.00	-240.00	401-5520 \$40.00
CONTRACT (Gorge Electric)	0.00	19.00	0.00	0.00	0.00	100-5520 \$19.00
WATER ISSUES ODELL (Crystal Springs Water District)	2,080.00	1,160.00	0.00	0.00	-2,080.00	210-5520 \$1,160.00
LEASE (PFriem Brewing)	0.00	1,060.00	0.00	0.00	0.00	307-5520 \$1,060.00
SOUTH RUNWAY PROJECT	40.00	706.00	0.00	0.00	-40.00	1500-608 \$706.00
ORDINANCE 24 AMENDMENT 1 - SMOKING BAN	0.00	40.00	0.00	0.00	0.00	300-5520 \$40.00
TOLL ENFORCEMENT	0.00	80.00	0.00	0.00	0.00	100-5520 \$80.00

HOOD RIVER, PORT OF

Febru
Account No: I

	Previous Balance	Fees	Expenses	Advances	Payments	Balance
P3 - BRIDGE	300.00	5,890.00	0.00	0.00	-300.00	\$5,890.00
ODOT BRIDGE FUNDS IGA (State of OR; ODOT)	240.00	20.00	0.00	0.00	-240.00	\$20.00
NATURAL GAS EASEMENT (near bridge)	460.00	0.00	0.00	0.00	-460.00	\$0.00
OVERWEIGHT TRUCK ENFORCEMENT	1,060.00	0.00	0.00	0.00	-1,060.00	\$0.00
WATERFRONT PARKING	1,260.00	420.00	0.00	0.00	-1,260.00	\$420.00
STORM LINE SINK HOLE (HDR area)	680.00	1,426.00	0.00	0.00	-680.00	\$1,426.00
OTAK SERVICES AGREEMENT (Bridge FEIS)	0.00	720.00	0.00	0.00	0.00	\$720.00
RTC SERVICES AGREEMENT (BRIDGE FEIS)	0.00	940.00	0.00	0.00	0.00	\$940.00
ORDINANCE 25 (Airport rules)	0.00	1,935.00	0.00	0.00	0.00	\$1,935.00
	<u>6,700.00</u>	<u>15,388.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-6,700.00</u>	<u>\$15,388.00</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 31st of JANUARY UNLESS OTHERWISE STATED

Commission Memo

Prepared by: Michael McElwee
Date: February 20, 2018
Re: Hood River Pool



Bill Summerfield is a member of a steering committee tasked with advising the Hood River Valley Park & Recreation District (HRVPRD) on options for upgrading or replacing the Hood River Pool. The committee has met for over a year to study the condition of the existing pool. Mr. Summerfield will attend the meeting and present the work of the Committee, including options that are currently being considered by HRVPRD.

He will be seeking feedback on the desirability of the various options.

STAFF RECOMMENDATION: Informational.

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Commission Memo

Prepared by: Kevin Greenwood / Fred Kowell
Date: February 20, 2018
Re: USDA Capital Funding Opportunities



The U.S. Department of Agriculture – Rural Development (USDA-RD) has a tax-exempt Community Facilities (CF) Direct Loan Program that could provide a significant funding source for the bridge replacement.

The program provides affordable funding to develop essential community facilities in rural areas. Rural areas with no more than 20,000 residents according to the latest US Census data are eligible for this program. Funds can be used to purchase, construct, and/or improve essential community facilities, purchase equipment and pay related project expenses.

Included in the packet is a four-page summary of the program.

Staff met with USDA last month to discuss the CF program for possible bridge financing. Sam Goldstein, State Finance Director, felt that the agency could offer favorable terms and will attend the meeting to discuss the opportunity.

RECOMMENDATION: Informational.

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Community Facilities Direct Loan & Grant Program Program 101

Abbreviated Fact Sheet

Program Status: Open

What does this program do?

This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings.

Who may apply for this program?

Eligible borrowers include:

- Public bodies
- Community-based non-profit corporations
- [Federally-recognized Tribes](#)

What is an eligible area?

Rural areas including cities, villages, townships and towns including Federally Recognized Tribal Lands with no more than 20,000 residents according to the latest [U.S. Census Data](#) are eligible for this program.

How may funds be used?

Funds can be used to purchase, construct, and / or improve essential community facilities, purchase equipment and pay related project expenses.

Examples of essential community facilities include:

- Health care facilities such as hospitals, medical clinics, dental clinics, nursing homes or assisted living facilities
- Public facilities such as town halls, courthouses, airport hangars or street improvements
- Community support services such as child care centers, community centers, fairgrounds or transitional housing
- Public safety services such as fire departments, police stations, prisons, police vehicles, fire trucks, public works vehicles or equipment
- Educational services such as museums, libraries or private schools
- Utility services such as telemedicine or distance learning equipment
- Local food systems such as community gardens, food pantries, community kitchens, food banks, food hubs or greenhouses

For a complete list see Code of Federal Regulations [7 CFR, Part 1942.17\(d\)](#) for loans; [7 CFR, Part 3570.62](#) for grants.

What kinds of funding are available?

- Low interest direct loans
- Grants
- A combination of the two above, as well as our [loan guarantee program](#). These may be combined with commercial financing to finance one project if all eligibility and feasibility requirements are met.

What are the funding priorities?

- Priority point system based on population, median household income
 - Small communities with a population of 5,500 or less
 - Low-income communities having a median household income below 80% of the state nonmetropolitan median household income.

What are the terms?

Funding is provided through a competitive process.

Direct Loan:

- Loan repayment terms may not be longer than the useful life of the facility, state statutes, the applicants authority, or a maximum of 40 years, whichever is less
- Interest rates are set by Rural Development, contact us for details and current rates
- Once the loan is approved, the interest rate is fixed for the entire term of the loan, and is determined by the median household income of the service area and population of the community
- There are no pre-payment penalties
- Contact us for details and current interest rates applicable for your project

Grant Approval:

1. Applicant must be eligible for grant assistance, which is provided on a graduated scale with smaller communities with the lowest median household income being eligible for projects with a higher proportion of grant funds. Grant assistance is limited to the following percentages of eligible project costs: Maximum of 75 percent when the proposed project is:
 - Located in a rural community having a population of 5,000 or fewer; and
 - The median household income of the proposed service area is below the higher of the poverty line or 60 percent of the State nonmetropolitan median household income.
2. Maximum of 55 percent when the proposed project is:
 - Located in a rural community having a population of 12,000 or fewer; and
 - The median household income of the proposed service area is below the higher of the poverty line or 70 percent of the State nonmetropolitan median household income.
3. Maximum of 35 percent when the proposed project is:
 - Located in a rural community having a population of 20,000 or fewer; and
 - The median household income of the proposed service area is below the higher of the poverty line or 80 percent of the State nonmetropolitan median household income.
4. Maximum of 15 percent when the proposed project is:
 - Located in a rural community having a population of 20,000 or fewer; and

- The median household income of the proposed service area is below the higher of the poverty line or 90 percent of the State nonmetropolitan median household income. The proposed project must meet both percentage criteria. Grants are further limited.
- Grant funds must be available

Are there additional requirements?

- Applicants must have legal authority to borrow money, obtain security, repay loans, construct, operate, and maintain the proposed facilities
- Applicants must be unable to finance the project from their own resources and/or through commercial credit at reasonable rates and terms
- Facilities must serve rural area where they are/will be located
- Project must demonstrate substantial community support
- Environmental review must be completed/acceptable

How do we get started?

- Contact your local office to discuss your specific project
- Applications for this program are accepted year round
- Program resources are available online (includes forms needed, guidance, certifications)
- Request a [Data Universal Number System \(DUNS\)](#) number if your organization doesn't already have one. It should not take more than a few business days to get your number.
- Register your organization with the [System for Award Management \(SAM\)](#) if you aren't already registered. The registration is free, but you need to complete several steps.

Who can answer questions?

Contact your [local RD office](#).

What governs this program?

- Direct Loans: [7 CFR Part 1942, Subpart A](#)
- Grants: [7 CFR Part 3570, Subpart A](#)

NOTE: Because citations and other information may be subject to change please always consult the program Instructions listed in the section above titled "What Law Governs this Program?" You may also contact [your local office](#) for assistance.

Forms & Resources

NOTE: If state specific forms are not shown above, please refer to the application materials listed below to start the process of applying. Please ensure that your state is selected in the dropdown menu above to find the [State Office contact information](#) for this program and speak to a [Community Programs Specialist](#) before attempting to fill out any forms or applications. This will save you valuable time in the process.

Application Checklist for use with this program:

[RD Form 1942-40, Checklist - Public Body](#) (pdf) or

[RD Form 1942-39, Checklist - Other Than Public Bodies](#) (pdf)

Engineering

Individual states may have particular requirements based on state and local regulations. Please select your state in the dropdown menu above to find your local contact for this program.

Environmental

Rural Development environmental requirements can be found here: [RD 1970 Environmental Policies and Procedures](#). Benefits of the 1970 environmental regulations are described here: [7 CFR 1970 Benefits](#).

Architect

Rural Development (RD) Programs, such as Community Facilities (CF) and Multi-Family Housing (MFH), involve the construction of new buildings or renovation of existing facilities. The development of these facilities involves the need for architectural services for the preparation of plans, specifications, public bidding, contracting, construction, and construction monitoring.

Applicants, at the earliest possible time, should provide a Preliminary Architectural Feasibility Report, including the Cost Estimate, for the review by the RD Area Loan Specialist and RD State Architect. These two documents are needed to determine the project's feasibility. RD's State Architect will evaluate and provide architectural/construction guidance to the Applicants and their Architects, for RD financed architectural projects, in the following areas:

- Initial site visit & evaluation of the proposed project
- Preliminary Architectural Feasibility Report
- Agency concurrence of Owner/Architect Agreements
- Agency acceptance of Plans & Specifications
- Agency concurrence of Construction Contract documents
- Construction & construction monitoring

Interest Rates

Current interest rates for the 2nd Quarter of Fiscal Year 2018, effective January 1 - March 31, 2018

Poverty: 4.500%*
Intermediate: 4.00%*
Market: 3.50%

For this quarter, all loans will be given at the lower market rate.

Commission Memo



Prepared by: Kevin Greenwood
Date: February 20, 2018
Re: Second Review – P3 Administrative Rules

Steve Siegel has been contracted to draft the Public Private Partnership (P3) Administrative Rules required by the State of Oregon as part of the legislation passed last session. The Commission reviewed Siegel's first preliminary review draft and by consensus agreed not to accept unsolicited proposals as part of the Hood River-White Salmon Bridge Replacement Project. In addition, there were other items that were updated based upon Commissioner and Legal Counsel input.

The Commission will review a second preliminary draft during the February 20 meeting. The Commission may then (1) forward these draft rules to be publically distributed as a Public Discussion Draft, (2) amend these draft rules to be publically distributed, or (3) direct staff to produce a third preliminary review draft.

Included in your packet are the following:

1. Executive Summary from Steve Siegel
2. Commission/Director Roles
3. Adoption Schedule
4. Second review draft of Administrative Rules

Mr. Siegel will be on the phone to provide background on the changes from the first review draft and to answer questions from the Commission.

RECOMMENDATION: Discussion and possible direction to staff to finalize changes and prepare Public Discussion Draft.

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Memorandum

Date: February 15, 2018
To: Port of Hood River Commission
From: Steven Siegel
Subj: Revisions to Public-Private Partnership Rule

The attached redraft of the Public-Private Partnership Rule reflects the revisions directed by the Commission during its review of the previous draft. Because of substantial reformatting, the changes cannot be shown as redlines of the previous draft. To help understand the differences, this memorandum outlines the major changes. Under the revised draft:

- The Port is not allowed to accept or consider Unsolicited Proposals, unless and until the Commission amends the Rule. Because Unsolicited Proposals are prohibited, there is no need for the concept of Competing Proposals. As revised, the only course of action for the Port is to solicit proposals through a competitive process via a Request for Proposals (RFP), Request for Qualifications (RFQ), or a multi-staged RFQ/RFP process.
- There is no requirement to wait until the Final Environmental Impact Statement (FEIS) is complete to seek proposals. With only Solicited Proposals allowed, and a requirement that the Commission approve the RFQ or RFP before issuing it, the Commission controls if and when a proposal can be made. The Commission may choose to wait until the FEIS is complete, or can decide it is in the Port's best interest to solicit proposals earlier.
- The requirement for prequalification of proposers is eliminated. Under a Solicited Proposal process, the same objective can be met by issuing a RFQ. The revised draft expressly allows the Port to issue "requests for information," "requests for interest," and other preliminary documents to obtain information useful in issuing a RFP or RFQ.
- The roles of the Director and the Commission to make certain decisions in the previous draft have been modified to require Commission approval of all substantive decisions. Attachment A shows the roles under the revised draft.
- A section was added regarding Term Sheets to guide the preparation of detailed Agreements. Term Sheets were addressed in the previous draft, but not very specifically. In the revised rule, the Commission can require to the Negotiation Team to negotiate a Term Sheet before beginning substantial work on the final Agreement. The Term Sheet must be approved by the Commission.
- A section was added regarding how notice may be provided between the Port and proposers.
- The first draft of the Rule contained two lists of criteria to be used in evaluating proposals; one list contained criteria required by statute and a second list contained a preliminary list of other criteria that may be used. The revised draft only has the statutorily required criteria. Additional criteria can be required by the Commission by including them in the RFQ or RFP.

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Roles of Commission and Director in Draft Rule

Factor	Section Numbers	Director Role	Commission Role
Undertaking a Solicited Proposal			
Issuance of a RFQ or RFP	4.1(1)	Recommends	Approves
Addendum modifying a RFQ or RFP	4.1(6)(a)	Recommends	Approves, unless Commission grants Director the authority
Addendum clarifying but not modifying a RFQ or RFP	4.1(6)(c)	Approves	
Fees for Proposals	4.1(3)	Recommends in RFQ/RFP	Approves in RFP/RFQ
Prohibited Lobbying			
Violation of Lobbying Prohibition	4.5(5)	Determines, subject to appeal	
Appeals of Violation	4.5(6)		Resolves appeals
Penalty for Lobbying	4.5(6)		Sets penalty
Authorized Public Outreach	4.5(4)	Approves	
Selection of Proposers for Negotiation			
Evaluation Panel	5.1(1)	Nominates	Appoints
Designation of Responsive and Unresponsive Submissions	5.2(6)(7)	Recommends	Approves
Proposers for Negotiation	6.2(2)	Recommends	Approves
Appeals from Rejected Proposers	6.3(5)		Resolves appeals
Type of Negotiations	7.1(2)	Recommends	Approves
Terms and Conditions of Negotiations	6.2(2)	Recommends	Approves
Agreement Negotiations/Approval			
Appointment of Negotiation Team	7.1(1)	Nominates	Appoints
Requirement for a Term Sheet	7.4(1)	Recommends	Approves
Approval of Term Sheet	7.4(2)(3)	Recommends	Approves
Selection of Preferred Proposal among Competing Negotiations	7.3(2)(b)	Recommends	Approves
Approval of Agreement	7.3(5)	Recommends	Approves
Replacement or Subcontractors prior to Execution of Agreement	7.6(2)	Recommends	Approves

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PPP RULE COMPLETION AND ADOPTIONS SCHEDULE - DRAFT 2-13-18.SS

Commission Meeting	Tuesday	1/23/18	Preliminary Review Draft #1 Discussed
Commission Meeting	Tuesday	2/6/18	Commission Directs Changes to be Made to Preliminary Review Draft #1 for 2nd Review
	Thursday	2/15/18	Staff Completes Preliminary Review Draft #2 Rule, Distributes to Commission for 2nd Review. DELIVERABLE: New Rules and 2-pg Summary.
Commission Meeting	Tuesday	2/20/18	Commission Directs Changes to be Made to Preliminary Review Draft #2 for Public Discussion Draft
	Thursday	2/22/18	Based on Commission Direction Public Discussion Draft Prepared
	Friday	2/23/18	MM approves Public Discussion Draft for Release
	Monday	2/26/18	Notice of Availability in Paper, Post on Website, Post schedule on website. Notice should include due dates for written comments (3/16) and hearing.(3/20)
Commission Meeting	Tuesday	3/6/18	Commission Meeting - No Action
	Friday	3/16/18	Written Comments from Public Due (18 days)
	Monday	3/19/18	Staff Completes the Compilation of Comments from Written Submittals (KG/GS) and Sends to Commission
Commission Meeting	Tuesday	3/20/18	Public Hearing; Comments Received, Commission Directs Staff to Assess Comments and Return with Recommendations
	Friday	3/23/18	Compilation and Summary by KG/GS forwarded to SS for analysis
	Thursday	3/29/18	Staff Completes the Assessment of Comments from Written Submittals and Public Hearing and Prepares Draft for "Recommendation Draft" and Sends to Commission
Commission Meeting	Tuesday	4/3/18	Reviews Draft Recommendation Draft, Directs Changes if Needed
	Friday	4/6/18	Staff Prepares Revised Recommendation Draft, if Needed, Sends to Commission
	Thursday	4/12/18	All Remaining Issues with Commission Resolved, if any
	Friday	4/13/18	Port Completes Recommended Draft Rule, Posts on Website Notice in Paper of Availability of Recommendation Draft, Public Hearing on 5/1 and Ability to Send Written Comments by 4/27/18
Commission Meeting	Tuesday	4/17/18	Commission Meeting - No Action
	Friday	4/27/18	Written Comments from Public Due (14 days)
	Monday	4/30/18	Staff Prepares Compilation of Written Comments Received, Sends to Commission
Commission Meeting	Tuesday	5/1/18	Public Hearing on Recommendation Draft, Commission Directs Staff to Assess Comments and Return with any Final Recommendations
	Friday	5/4/18	Assessment of Comments and Staff Recommendations for Changes Sent to Commission,
	Thursday	5/10/18	All Remaining Issues with Commission Resolved, if any
	Friday	5/11/18	Post Final Draft on Website
Commission Meeting	Tuesday	5/15/18	Commission Vote on Final Draft of Rule

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PORT OF HOOD RIVER RULE**PUBLIC PRIVATE PARTNERSHIPS FOR BRIDGE PROJECTS AND BRIDGE PROJECT ACTIVITIES****1. PURPOSE AND INTENT OF RULE**

(1) The primary purpose of this Rule is to describe the process for developing and constructing a replacement bridge between Hood River, Oregon and White Salmon, Washington if undertaken as a Public-Private Partnership with the Port of Hood River.

(2) This Rule implements the authority granted to the Port by ORS 381.310 to ORS 381.314 to enter into public-private partnership agreements in connection with a Bridge Project, and is adopted in compliance with ORS 381.310(4)(b) requiring the Port to adopt rules that substantially conform with the Department of Transportation rules implementing ORS 367.800 to 367.824. Nothing in this Rule shall be interpreted as limiting the Port's authority under other state statutes, including but not limited to its authority to exempt contracts from public bidding under ORS 279C.335(2).

2. DEFINITIONS

As used in this rule:

1. "Agreement" means a written agreement, including but not limited, to a contract for a Bridge Project or Bridge Project Activity that is entered into under Section 2 of Chapter 710 Oregon Laws 2017.

2. "Bridge" means the existing Port interstate bridge as of the effective date of this Rule, or a completed bridge that results from a Bridge Project, and any Related Facilities.

3. "Bridge Project" means a project to construct, reconstruct, or replace a bridge that spans the Columbia River, and any Related Facilities, that a Private Entity undertakes in accordance with an Agreement with the Port of Hood River that requires the Private Entity to fund, in whole or in part, the construction, reconstruction, or replacement of a Bridge.

4. "Bridge Project Activity" means an activity that a Private Entity undertakes in accordance with an Agreement with the Port of Hood River to plan, acquire, finance, develop, design, construct,

Preliminary Review Draft 2

1 reconstruct, replace, improve, maintain, manage, repair, lease, or operate a bridge, Bridge Project, or any
2 Related Facility.

3 5. "Commission" means the Port of Hood River Commission.

4 6. "Days" means calendar days unless specified as business days.

5 7. "Direct Negotiations" means the undertaking of negotiations between the Port and a
6 single selected proposer regarding an Agreement, as described in paragraph 3(a) of subsection 9.2.

7 8. "Director" means the Executive Director of the Port of Hood River, or his or her designee,
8 or a Port employee authorized by the Commission to act in the place of and with the authority of the
9 Executive Director under this Rule if the Executive Director is unavailable.

10 9. "Evaluation Panel" means the panel of persons appointed by the Director to evaluate a
11 proposal for a Bridge Project or Bridge Project Activity under subsection 5.1 of this Rule.

12 10. "Key Person" means an official in a Managing Entity, Ownership Entity, or Major
13 Subcontractors who plays a critical role in running the enterprise or a critical role in a proposal and whose
14 loss or unavailability could jeopardize the success of the proposal.

15 11. "Lobbying" has the meaning given that term in paragraph (3) of subsection 4.5 of this
16 Rule.

17 12. "Local Government" has the meaning given that term in ORS 174.116.

18 13. "Major Partner" means a Private Entity that has an ownership interest in excess of 25%
19 in a Managing Entity, Ownership Entity, or Major Subcontractor, as applicable.

20 14. "Major Subcontractor" is the member of the Team, other than the Managing Entity,
21 designated in the proposal to have primary responsibility for one or more of the following: project
22 development, engineering, architecture/design, project management, construction (including any
23 construction subcontractors with subcontracts of at least 10% of the construction budget), legal, financial,
24 operations, or maintenance.

25 15. "Managing Entity" means the Private Entity or Private Entities authorized to execute
26 Agreements for the proposal and that will have primary management and oversight responsibility for the
27 performance of the obligations under an Agreement. The Managing Entity may also be a Major
28 Subcontractor or an Ownership Entity.

Preliminary Review Draft 2

1 16. “Negotiation Team” shall have the meaning provided in paragraph (1) of subsection 7.1
2 of this Rule.

3 17. “Notice of an Unresponsive Submission” means a written notice sent by the Director to
4 a proposer that (a) the proposal was deemed incomplete or otherwise unresponsive to the requirements
5 of these Rules or the Solicitation Document; (b) the proposal will not be considered further, and (c) the
6 reasons for the determination.

7 18. “Organizational Disclosure Requirements” means any information, certifications, forms,
8 or attestations required regarding the qualifications, expertise, experience, financial backing, integrity,
9 ownership, litigation and claims history, organizational structure, and decision-making structure of any
10 Team member, Key Person, or Major Partner associated with a proposal.

11 19. “Ownership Entity” means a Private Entity or Private Entities anticipated to have an
12 ownership interest in the Bridge Project of at least 25% or that are the managing partners of an ownership
13 group anticipated to have an ownership interest in the Bridge Project of at least 25%

14 20. “Port” means the Port of Hood River.

15 21. “Private Entity” means any entity that is not a unit of government, including but not
16 limited to a corporation, partnership, company, nonprofit organization, joint venture, or other legal entity,
17 or a natural person.

18 22. “Project” means a Bridge Project or Bridge Project Activity.

19 23. “Public-Private Partnership” or “PPP” means an arrangement between the Port and one
20 or more Private Entities that includes a Private Contribution and provide for the design and construction,
21 maintenance and operation, or ownership of the Bridge Project or Bridge by one or more Private Entities.
22 The use of the word “partnership” in all contexts under this Rule is not intended to mean or to confer on
23 the relationship formed between the Port and a Private Entity any of the attributes or incidents of a
24 partnership under common law or under ORS chapters 67 and 70.

25 24. “Private Contribution” means resources supplied by a Private Entity to accomplish all or
26 part of the work on a Bridge Project, including but not limited to, funding; financing; providing income or
27 revenue; in-kind contributions of engineering, construction, or maintenance services; or other items of
28 value provided by a Private Entity.

Preliminary Review Draft 2

1 25. “Related Facilities” means real or personal property for: (a) operating, maintaining,
2 renovating, or facilitating the use of a Bridge; (b) providing goods and services to people who use a Bridge;
3 or (c) generating revenue that can reduce tolls or that will be deposited in an account established under
4 an Agreement.

5 26. “Responsive Submission” means a Submission that complies with all requirements,
6 terms, and conditions of a Solicitation Document and this Rule.

7 27. “Rule” means this rule of the Port of Hood River regarding public-private partnerships for
8 a Bridge Project or Bridge Project Activity.

9 28. “Sensitive Business, Commercial or Financial Information” means information submitted
10 by a Private Entity in connection with a proposal for a Bridge Project or Bridge Project Activity, which
11 complies with the criteria in paragraph (2) if subsection 8.1 of this Rule, and which is exempt from public
12 disclosure under Oregon law and this Rule.

13 29. “Solicitation Document” means a written request for proposals, request for qualifications,
14 or any similar call for proposals or proposers issued by the Port in connection with a Bridge Project or
15 Bridge Project Activity, including any addenda thereto.

16 30. “Solicited Proposal” means a proposal submitted in response to a Solicitation Document.

17 31. “Submission” means a proposal or a statement of qualifications submitted in response to
18 or in connection to a Solicitation Document.

19 32. “Submission Deadline” means the date and time set forth in a Solicitation Document by
20 which a Submission is required to be received by the Port at a required location.

21 33. “Team” means the Managing Entities, Ownership Entities, Major Subcontractors, and
22 other significant participants proposed to undertake a Bridge Project or Bridge Project Activity.

23 34. “Term Sheet” means a non-binding agreement, approved by the Commission pursuant to
24 subsection 7.4 of this Rule, specifying preliminarily agreed-upon terms for preparing the final Agreement
25 or Agreements.

26 35. “Unresponsive Submission” means a Submission that does not comply with all
27 requirements, terms, and conditions of a Solicitation Document and this Rule.

Preliminary Review Draft 2

1 36. “Unsolicited Proposal” means proposal to the Port by a Private Entity for a Bridge Project
2 or Bridge Project Activity that is not submitted pursuant to a Solicitation Document.

3 **3. GENERAL AUTHORITY TO ENTER A PUBLIC-PRIVATE PARTNERSHIP FOR A BRIDGE PROJECT OR A**
4 **BRIDGE PROJECT ACTIVITY**

5 (1) The Port may, in accordance with ORS 381.310 to ORS 381.314 and this Rule, solicit
6 proposals or qualifications and enter into Direct Negotiations or Competing Negotiations for a Public-
7 Private Partnership to plan, acquire, finance, develop, design, manage, construct, reconstruct, replace,
8 improve, maintain, repair, operate, or own a Bridge Project or Bridge Project Activity if the Commission
9 has determined that such an approach has the potential to accelerate cost-effective delivery of the Project
10 or reduce the public cost of carrying out the Project.

11 (2) The Port shall not accept or consider an Unsolicited Proposal for a Public-Private
12 Partnership for a Bridge Project or Bridge Project Activity, unless and until this Rule is amended to allow
13 consideration of Unsolicited Proposals.

14 (3) The Port may select one or more proposers for the purpose of negotiating agreements
15 for a Bridge Project or Bridge Project Activity under Section 7 of this Rule, or may reject all proposers.
16 With regard to a proposal selected for negotiations, the Port may enter into negotiations for the full scope
17 of the proposal or for any part or parts of the proposal.

18 (4) The selection of a proposer or proposal for negotiations does not constitute a final
19 selection of such proposer or proposal nor prohibit the Port from considering other proposers or
20 proposals. Final selection of a proposer or proposal is subject to the Commission’s approval of an
21 Agreement.

22 **4. SOLICITATION OF STATEMENTS OF QUALIFICATIONS AND/OR PROPOSALS FOR A PUBLIC-**
23 **PRIVATE PARTNERSHIP FOR A BRIDGE PROJECT OR BRIDGE PROJECT ACTIVITY**

24 **4.1 Solicitation Documents**

25 (1) The Port may solicit proposals for a Bridge Project or one or more Bridge Project Activities
26 by issuing a Request for Qualifications (RFQ), a Request for Proposals (RFP), or a multi-staged RFQ/RFP
27 (each referred to herein as a “Solicitation Document”), as determined by the Port. Before issuing a
28 Solicitation Document, the Solicitation Document shall first be approved by the Commission.

Preliminary Review Draft 2

1

2 (2) Each Solicitation Document shall specify the requirements for the Submission content,
3 and criteria and procedures under which Submissions will be evaluated and selected, either by reference
4 to this Rule or by supplementation or amendment to the provisions of this Rule. Nothing in this Rule is
5 intended to limit the scope of the Port's discretion or authority to develop evaluation criteria and
6 processes for a Solicited Proposal as long as the criteria and processes comply with the requirements of
7 ORS 381.310.

8 (3) The Port may require a proposer to pay a proposal review fee, in an amount prescribed
9 in the Solicitation Document, to accompany a Submission. If required by the Solicitation Document, the
10 Port shall not accept or consider a Submission that is not accompanied by payment of the required fee.

11 (4) Following approval of a Solicitation Document by the Commission, the Port will furnish
12 reasonable notice of the Solicitation Document, as determined by the Port, for the purpose of fostering
13 and promoting competition. The notice will indicate where, when, how, and for how long the Solicitation
14 Document may be obtained and generally describe the work. The notice shall specify the date and time
15 by which the response to the Solicitation Document must be submitted to the Port (the "Submission
16 Deadline") and may contain any other appropriate information. The Port may charge a fee or require a
17 deposit for the Solicitation Document. The Port shall furnish notice of the availability of the Solicitation
18 Documents as follows:

19 (a) Mail notice of the availability of Solicitation Documents to entities that have
20 expressed an interest in the Port's procurements;

21 (b) Place notice on the Port's internet web site;

22 (c) Place notice in the Daily Journal of Commerce and any other applicable
23 publications determined by the Director; and

24 (d) Use any other method the Director determines will promote competition.

25 (5) The Port may require potential proposers to register its name, contact information, and
26 areas of interest as a prerequisite to receiving the Solicitation Document.

Preliminary Review Draft 2

1 (6) Following the issuance of the initial Solicitation Document, the Port may from time to
2 time issue an addendum to the Solicitation Document requesting additional information, the addition or
3 deletion of project features, alternative financing terms, additional Organizational Disclosure
4 Requirements, and other materials not included in the initial Solicitation Document or initial Submissions.

5 (a) Except as described in paragraph (6) (c) below, before issuing an addendum to a
6 Solicitation Document, the addendum shall first be approved by the Commission unless the Commission
7 otherwise authorizes the Director to issue addenda without Commission approval.

8 (b) Notice of the availability of an addendum shall be provided as set forth in
9 paragraph (2) of Section 10 of this Rule. Upon the Port's issuance of notice of availability of an addendum,
10 the provisions of the Solicitation Document shall be as amended or clarified by the addendum and any
11 previous addenda. Each addendum shall include a deadline for the Submission of requested materials.
12 The burden of responding to an addenda accurately and completely resides with the proposer. Failure of
13 a proposer to adequately or timely respond to such addenda shall constitute sufficient grounds to reject
14 the applicable Submission.

15 (c) The Director may issue an addendum that clarifies and does not otherwise revise
16 a Solicitation Document or previous addendum, without the approval of the Commission.

17 (7) The Port may issue a request for information, request for interest, or other preliminary
18 documents to obtain information useful in preparing a Solicitation Document.

19 **4.2 Eligible Proposers, Team Members, Key Persons, and Major Partners**

20 (1) All members of the proposed Team and their Major Partners and Key Persons:

21 (a) Must be able to legally operate and fully perform their proposed role and
22 responsibilities under the Submission in Oregon and Washington, or provide evidence that they will have
23 such ability prior to entering an Agreement; and

24 (b) Have or will have the ability to obtain the appropriate financial, material,
25 equipment, personnel, and expertise necessary to fulfill their proposed roles and obligations under the
26 Submission.

27 (2) No Submission will be considered from a Team in which a member of the Team, a Major
28 Partner of a Team member, or a principal officer of a Team member or a Major Partner:

Preliminary Review Draft 2

1 (a) Is disbarred, suspended, disqualified, proposed for debarment, or declared
2 ineligible for contracts by any federal agency or agency of the State of Oregon; or

3 (b) Has, within the last 3-year period, been convicted of or had a civil judgment
4 rendered against it for commission of fraud or a criminal offense in connection with obtaining or
5 attempting to obtain a public (federal, state, or local) contract or subcontract; violation of federal or state
6 antitrust statutes relating to the Submission of bids, proposals, or qualifications; or commission of
7 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax
8 evasion or receiving stolen property.

9 **4.3 Contents of a Proposal or Statement of Qualifications**

10 (1) A Submission must include all information required by this Rule and the
11 Solicitation Document. Unless otherwise revised in the Solicitation Document, a Submission shall be
12 formatted and include the information set forth in Exhibit 4.3 of this Rule. All information must be
13 complete, accurate, current, and truthful. The failure or refusal of any proposer to provide complete,
14 accurate, current, and truthful information requested by the Port shall be sufficient grounds for rejection
15 of the Submission.

16 (2) A Submission must be in response to the specific language in a Solicitation Document, an
17 addendum to a Solicitation Document, or a written notice from the Port; proposers shall not make any
18 assumptions based on verbal statements or written statements not contained in a Solicitation Document,
19 addendum to a Solicitation Document, or a written notice from the Port.

20 (3) In addition to the information required by this Rule and the Solicitation Documents, the
21 Port may request in writing from time to time such additional information, Organizational Disclosure
22 Requirements, or other materials from the proposer as the Port deems beneficial to understanding or
23 reviewing the Submission. Failure by a proposer to provide such information or material within the time
24 specified by the Port in the written notice, or if no time is specified within a reasonable time as determined
25 by the Port, shall be sufficient grounds for rejection of the proposal. In addition, the Port may undertake
26 such reference checks and make such other inspections of team members as the Port may find beneficial
27 to reviewing a Submission.

Preliminary Review Draft 2

1 (4) All aspects of the Submission must comply with all applicable federal, state, and local laws
2 and regulations, including but not limited to the provisions of and this Rule.

3 (5) A cover letter must be attached to or incorporated in Submission that:

4 (a) Incorporates a statement to the effect that by responding to the Solicitation
5 Document, the proposer acknowledges for itself and its Team that it agrees to and accepts all terms and
6 conditions under this Rule and the Solicitation Document, and

7 (b) Is signed by a duly authorized representative(s) of the Team making the
8 Submission.

9 (6) The Submission must include duly executed copies of all Organizational Disclosure
10 Requirements, including but not limited to any conflicts of interest forms, certifications, and attestations,
11 required under the Solicitation Document.

12 (7) The proposer shall clearly identify any Sensitive Business, Commercial, or Financial
13 Information in the proposal or statement of qualification that the proposer considers exempt from public
14 disclosure under Oregon state law, as described in Section 8 of this Rule.

15 (8) All pages of a proposal or statement of qualification shall be double-sided and numbered.
16 Each copy of the proposal or statement of qualification must be contained in a single volume where
17 practicable. An electronic version of the proposal and any supporting material submitted as part of the
18 proposal or statement of qualification shall also be provided.

19 **4.4 Obligation to Update Changed Information**

20 (1) Any change in the status of the proposer, the Team, any of the Key Persons, or any Major
21 Partners must be reported to the Port within fourteen (14) calendar days of the known change, and those
22 whose status has changed or who have been added are required to satisfy all Organizational Disclosure
23 Requirements within the fourteen day period. For purposes of this section, a “change in the status of a
24 proposer” includes reorganization of the business structure or corporate structure of the proposer, Team
25 Member, or a Major Partner amounting to a transfer of over twenty five percent (25%) of the entity’s
26 ownership.

Preliminary Review Draft 2

1 (2) Any replacement or additional Team member, Key Person, or Major Partner must meet
2 the requirements set forth in subsection 4.2 of this Rule.

3 (3) The burden of satisfying the Organizational Disclosure Requirements, both in terms of
4 producing the disclosures and assuring their accuracy and completeness, resides with each proposer.
5 Failure to meet this burden shall be sufficient grounds for rejection of the Submission.

6 **4.5 Communications during the Solicitation, Evaluation, and Negotiation Process**

7 (1) From the date on which the Commission approves a Solicitation Document to the date on
8 which the Commission approves an Agreement or terminates the solicitation process without approving
9 an Agreement, all communications, whether direct or indirect, between the proposer, including any Team
10 member, agent, or representative of the proposer, and the Port shall only be with the contact person or
11 persons designated by the Director, and not with any other staff member, Commission member, or other
12 official, agent, or representative of the Port.

13 (2) Unless otherwise authorized in writing by the Director or his or her designee as described
14 in paragraph (4) of this subsection, no proposer or potential proposer, agent or representative of a
15 proposer or potential proposer, Team member, or agent or representative of a Team member shall
16 engage in Lobbying, as described in paragraph (3) of this subsection, between the date on which the
17 Commission approves a Solicitation Document and the date on which the Commission approves an
18 Agreement or terminates the solicitation process without approving an Agreement.

19 (3) Lobbying under this Rule shall include any direct or indirect contact, not authorized under
20 paragraph (4) of this subsection, in which a proposal for a Bridge Project or Bridge Project Activity is
21 discussed, whether in person, in writing, or electronically, by a proposer or potential proposer or an agent
22 or representative of a proposer or potential proposer (including any member of the Team, or an agent or
23 representative of a Team member) with any member of the Commission; any local, state, or federal official
24 (including presentations to any governmental boards or commissions); or persons (or agents or
25 representatives of persons) engaged in print or electronic media. Lobbying does not include any valid
26 appeal by a qualified proposer under this Rule, provided the appeal is limited to the content and process
27 described in this Rule.

Preliminary Review Draft 2

1 (4) The Director may authorize proposers or potential proposers, as applicable, to engage in
2 Public Outreach, if the Director determines such Public Outreach: (i) does not afford any Private Entity an
3 undue competitive advantage and (ii) is in the best interest of the Port. As used in this Rule, Public
4 Outreach shall include any direct or indirect contact with public officials or media that is authorized by
5 the Director. The authorization to engage in Public Outreach shall be in writing and shall describe the
6 specific purpose or purposes for which Public Outreach is authorized, any limitations on the Public
7 Outreach, and the time period during which the authorization is effective. Any proposer or potential
8 proposer, agent or representative of a proposer or potential proposer, Team member, or agent or
9 representative of a Team member authorized to engage in Public Outreach shall only do so under the
10 terms and conditions set forth in the Director’s authorization. Any Public Outreach not complying with
11 the terms and conditions in the Director’s authorization shall constitute Lobbying under this subsection.

12 (5) Any violation of the prohibition against Lobbying shall constitute grounds for disqualifying
13 the violator but not the proposal (allowing the Team to replace the violator) or terminating consideration
14 of the proposal of the violator. The Director shall determine whether prohibited Lobbying has occurred. If
15 the Director determines that Lobbying occurred, the Director shall send notice to the violator or violators
16 stating the nature of the violation.

17 (6) Any proposer or potential proposer receiving notice under paragraph (5) of this
18 subsection shall have five (5) business days after receiving the Port notice to file a written appeal of the
19 Director’s determination to the Commission stating its reasons why the Director’s determination is
20 unwarranted. The Commission may overturn the determination of the Director if the Commission finds
21 that (i) there was not any improper contact or (ii) the contact was unintended or incidental and contact
22 could not have reasonably given the violator or the violator’s proposal a competitive advantage. If the
23 Director’s determination is not appealed or the Commission upholds the Director’s determination that
24 Lobbying occurred, the Commission shall, in its reasonable discretion, impose the appropriate penalty.

25 **5. SELECTION OF A TEAM OR TEAMS FOR NEGOTIATING AGREEMENT(S) FOR A PUBLIC-PRIVATE**
26 **PARTNERSHIP FOR A BRIDGE PROJECT OR BRIDGE PROJECT ACTIVITY**

27 **5.1 Evaluation Panel**

28 (1) Each Submission shall be evaluated by an Evaluation Panel nominated by the Director and
29 approved by the Commission.

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1 (2) The Evaluation Panel shall be of such size and composition as the Port determines is in
2 the best interest of achieving a credible and technically sound assessment of the proposals, but may not
3 consist of less than three (3) members, and may be comprised of such Port staff, including the Director,
4 or officials, state and local staff or officials, public representatives, consultants, or other advisers as the
5 Commission may determine.

6 (3) Under the direction of the Director, the Evaluation Panel shall:

7 (a) Screen each Submission received by the Submission Deadline for its
8 responsiveness to the requirements in the Solicitation Document and this Rule and identify any potential
9 Unresponsive Submission, as provided in subsection 5.2 of this Rule;

10 (b) Evaluate each Responsive Submission, as provided in subsection 5.3 of this Rule;
11 and

12 (c) Prepare a final report documenting the results of its evaluation, as provided in
13 paragraph (8) of subsection 5.3 of this Rule.

14 **5.2 Initial Screening for Responsiveness of Submissions**

15 (1) The Port shall not accept or consider any Submission received by the Port after the
16 Submission Deadline or at a location other than that specified in the Solicitation Document.

17 (2) Each Submission received by the Submission Deadline at the correct location will be
18 assessed to determine if it is a Responsive Submission, which will receive detailed consideration by the
19 Port, or an Unresponsive Submission, which will not receive detailed consideration.

20 (3) To be a Responsive Submission, the Commission must find that the Submission:

21 (a) Is duly executed by an authorized representative of the Team;

22 (b) Is accompanied by the fee required by the Solicitation Document, if any;

23 (c) Satisfies all Organizational Disclosure Requirements, including all duly executed
24 forms, certifications, and attestations, required by the Solicitation Document;

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1 (d) Provides all information required by the Solicitation Document; and

2 (e) Complies with all other applicable requirements, terms, and conditions under this
3 Rule and the Solicitation Document.

4 (4) Any Submission that the Commission finds does not comply with all criteria in paragraph
5 (3) of this subsection shall be an Unresponsive Submission and shall not be considered.

6 (5) Following the Submission Deadline, the Director shall cause to be undertaken an initial
7 screening of all Submissions received by the Port by the Submission Deadline, as follows:

8 (a) Each Submission will be reviewed to determine if it (i) is duly executed by an
9 authorized representative of the Team, (ii) is accompanied by the fee required by the Solicitation
10 Document, if any, and (iii) complies with all Organizational Disclosure Requirements, including all duly
11 executed forms, certifications, and attestations required by the Solicitation Document.

12 (b) If any of the items reviewed in paragraph (5)(a) of this subsection is found to
13 deficient, the proposer shall be notified in writing by the Port, and if the proposer has not fully rectified
14 the deficiency or deficiencies in the Port's notice by within three (3) business days following the date on
15 which notice is provided, as set forth in section 10 of this Rule, consideration of the Submission will be
16 terminated.

17 (c) Each Submission complying with the criteria in paragraph (5)(a) of this subsection
18 will be reviewed by the Evaluation Panel to determine if the Submission (i) provides all information
19 required by the Solicitation Document and (ii) complies with all other applicable requirements under this
20 Rule and the Solicitation Document. The Evaluation Panel may request in writing clarifications from a
21 proposer regarding its Submission, and may take such clarifications received from the proposer into
22 account in making its assessment. The Evaluation Panel will report its findings in writing to the Director.

23 (6) After reviewing the findings of the Evaluation Panel, the Director shall recommend to the
24 Commission a list of those Submissions that are Responsive Submissions, which, subject to Commission
25 approval, will be further considered by the Evaluation Panel, and those Submissions that are Unresponsive
26 Submissions which, subject to Commission approval, will not receive any further consideration, and an

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1 explanation of the reasons for the recommendation. The Director shall make the recommendation
2 available to proposers by issuing or electronic posting the recommendation.

3 (7) If the Director recommends that a Submission is an Unresponsive Submission, the
4 Director promptly convey to the proposer a “Notice of an Unresponsive Submission” stating his or her
5 reasons for the recommendation. A proposer receiving a Notice of an Unresponsive Submission shall have
6 five (5) Business Days from the date of notice, as set forth in section 10 of this Rule, to appeal in writing
7 to the Port. The written appeal shall explain in detail why the Notice of an Unresponsive Submission was
8 issued in error. If appealed, the Commission shall hear the appeal within fourteen (14) days after Port
9 receipt of the appeal, unless the time is extended by the Commission.

10 (8) Each Submission approved by the Commission as a Responsive Submission shall be
11 evaluated by the Evaluation Panel pursuant to subsection 5.3 of this Rule. Further consideration of a
12 Submission designated as an Unresponsive Submission shall be terminated upon the Commission’s action.

13 **5.3 Evaluation of Responsive Submissions**

14 (1) The Evaluation Panel shall evaluate each Responsive Submission in accordance with this
15 subsection 5.3.

16 (2) In evaluating proposals for a Bridge Project, the following factors must be considered
17 pursuant ORS 381.310(6):

18 (a) The estimated cost of the Bridge Project;

19 (b) The qualities of the design that the proposer submits, if appropriate, including:

20 (A) The structural integrity of the design and how the design will likely affect
21 future costs of maintaining the bridge;

22 (B) The aesthetic qualities of the design and other aspects of the design such
23 as the width of lane separators, landscaping and sound walls;

24 (C) The traffic capacity of the design;

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1 (D) Aspects of the design that affect safety, such as lane width, the quality of
2 lane markers and separators, the shape and positioning of ramps and curves and changes in elevation;
3 and

4 (E) The ease with which traffic will pass through any toll collection facilities;

5 (c) The extent to which the bridge project will involve small businesses. The Port shall
6 encourage small businesses to participate in the bridge project to the maximum extent that the port
7 determines is practicable. As used in this paragraph “small business” means an independent business with
8 fewer than 20 employees and with average annual gross receipts during the last three years of not more
9 than \$1 million for construction firms and not more than \$300,000 for businesses that are not construction
10 firms; however, small business does not include a subsidiary or parent company that belongs to a group
11 of firms that the same individuals own or control and that have average aggregate annual gross receipts
12 during the last three years in excess of \$1 million for construction firms or \$300,000 for firms that are not
13 construction firms;

14 (d) The proposer’s financial stability and ability to provide funding for the Bridge
15 Project or Bridge Project Activity and obtain, or act as, a surety for the proposer’s performance and
16 financial obligations with respect to the Bridge Project or Bridge Project Activity;

17 (e) The experience of the proposer and the proposer’s subcontractors in engaging in
18 bridge project activities of a size and scope similar to the proposed Bridge Project or Bridge Project
19 Activity;

20 (f) The terms of the financial arrangement that the proposer accepts or proposes
21 with respect to franchise fees, license fees, lease payments, or operating expenses and the proposer’s
22 required rate of return from engaging in the bridge project activity; and

23 (g) The terms that the proposer offers for engaging in the bridge project activity,
24 including:

25 (A) The amount of proposed tolls and administrative fees;

26 (B) Schedules for altering tolls and administrative fees; and

27 (C) Any restrictions or conditions on future increases in tolls or
28 administrative fees.

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1 (3) In addition to the criteria in paragraph (2) of this subsection, the Evaluation Panel shall
2 employ any additional criteria set forth in the Solicitation Document, or an addendum to the Solicitation
3 Document, in evaluating a Submission.

4 (4) If after opening Submissions the Director determines that amendments to the process or
5 criteria in the Solicitation Document or addendum to a Solicitation Document would be beneficial to the
6 Port, the Director may recommend such amendments to the Commission as an addendum to the
7 Solicitation Document and, subject to the Commission approval, the Evaluation Panel may employ the
8 amended evaluation process or criteria. At least five (5) days or such other reasonable time period before
9 the Evaluation Panel can use the amended process or criteria in the addendum, the Port shall issue or
10 post the addendum to allow proposers adequate time to address the addendum.

11 (5) Unless otherwise limited in the Solicitation Document, subject the approval of the
12 Director and, when required, the Commission, the Evaluation Panel may:

13 (a) Request in writing additional information from proposers;

14 (b) Employ outside technical or legal advice;

15 (c) Seek public input;

16 (d) Undertake reference checks of Team members, and

17 (e) Investigate the validity of assumptions and information provided by proposers.

18 (6) The Evaluation Panel may from time to time request proposers to make presentations
19 regarding its Submission to the Evaluation Panel. Proposers shall be afforded not less than ten (10)
20 business days following written notification from the Evaluation Panel to make such presentations. The
21 format of these presentations will include a formal presentation by the proposer, followed by any
22 questions the Evaluation Panel has pertaining to the Project, proposal, or statement of qualifications. The
23 Evaluation Panel is not limited to asking the same or similar questions to each proposer. If there is an issue
24 to which the proposer is unable to adequately respond during the formal presentation, the Evaluation
25 Panel may, at its discretion, grant the proposer a reasonable period of time in which to submit a written
26 response.

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1 (7) As part of its evaluation of a Submission, the Port may consult with appropriate state
2 agencies and local governments in Oregon and Washington. Consultation under this Rule will occur in
3 such manner and at such time as the Port considers appropriate in the particular circumstance, and may
4 include but not be limited to:

5 (a) An informal information-sharing opportunity prior to completion of the Port's
6 evaluation of the proposal;

7 (b) Solicitation of comments from the appropriate state agencies and local
8 governments in Oregon and Washington; and

9 (c) Any additional method(s) of consultation appropriate under the circumstances.

10 (8) Upon the completion of its evaluation, the Evaluation Panel shall transmit to the Director
11 a final report and any supporting materials the Evaluation Panel deems relevant. To the extent permitted
12 by law, the report of the Evaluation Panel, including any documentation in connection with its
13 preparation, shall not be subject to public disclosure until such time as the Director issues his or her
14 recommendation under subsection 6.1, at which time the report will be made public; provided, however,
15 the Port may redact from the from the publicly disclosed recommendation report any Sensitive Business,
16 Commercial or Financial Information that is exempt from disclosure by law.

17 **6. Director's Recommendation and Commissions Approval of Proposers for Negotiation**

18 **6.1 Director's Recommendation to the Commission**

19 (1) Following receipt of the Evaluation Panel report under paragraph (8) of subsection 5.3,
20 the Director shall determine if the report is sufficient for the Director to make his or her recommendation
21 to the Commission. If the Director finds that the report of the Evaluation Panel is insufficient to make a
22 recommendation, the Director shall ask the Evaluation Panel for such additional analysis or
23 documentation as the Director deems necessary to make a recommendation.

24 (2) Following the Director's determination that the report of the Evaluation Panel is sufficient
25 to make a recommendation, the Director shall prepare his or her recommendation to the Commission,
26 which may include a recommendation to:

27 (a) Reject all Submissions and terminate the process;

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1 (b) Select one Submission for Direct Negotiations, and reject all other proposals;

2 (c) Select one Submission for Direct Negotiations, and retain one or more other
3 proposals for possible future negotiations if the initial negotiations are not successfully concluded;

4 (d) Select two or more Submittals for Competing Negotiations; and reject all other
5 proposals; or

6 (e) Such other recommendation as the Director may determine.

7 (3) Upon the completion of his or her recommendation, the Director shall transmit the
8 recommendation to the Commission along with any supporting materials the Director deems relevant;
9 provided, however, the Port may redact from the from the publicly disclosed recommendation report any
10 Sensitive Business, Commercial or Financial Information permitted by law. The Director shall notify
11 proposers of his or her recommendation by emailing proposers, without confirmation of delivery, to the
12 proposer's email address as described in paragraph (3)(b) of Section 10 of this Rule.

13 **6.2 Commission Review and Selection of Proposers for Negotiation**

14 (1) The Commission shall review the recommendation and any supporting materials
15 forwarded by the Director under Section 6.1. If the Commission finds that recommendation and
16 supporting materials transmitted by the Director are insufficient to make a decision, the Commission shall
17 require the Director to obtain such additional information as the Commission deems necessary to make
18 its decision.

19 (2) If the Commission finds the recommendation of the Director and the supporting materials
20 are sufficient for the Commission to take an action, the Commission as a whole or a sub-committee
21 appointed by the Commission shall review the recommendation and supporting material, including
22 holding any hearings the Commission deems necessary, and may approve, amend, or reject the Director's
23 recommendation, with or without conditions, continue or, or take such other actions as the Commission
24 deems in the best interest of the Port, including cancelling the solicitation process or procurement in the
25 Solicitation Document. If the Commission acts to cancel the solicitation process or procurement, the
26 reasons for the cancellation shall be in writing and included in the solicitation file.

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1 (3) Pursuant to ORS 381.310(6)(b), if the Commission’s action is to select a single proposal
2 for Direct Negotiations, the action must follow a public hearing in which the elements described in
3 subsection 5.3 of this Rule are considered. The Commission shall select a Submission that provides the
4 best overall public value. In determining the best overall public value, the Commission must find that the
5 selected Submission, compared to other Submissions, is likely to:

- 6 (a) Reduce the cost of constructing the Bridge Project;
7 (b) Accelerate the schedule for completing the Bridge Project; and
8 (c) Reduce the financial risk to the Port and the public.

9 (4) The Commission may authorize, at its option, Competing Negotiations with multiple
10 proposers as a means of selecting from among the Submissions selected for detailed evaluation. In making
11 this selection, the Commission shall comply with the requirements in paragraph (3) of this subsection.

12 (5) Any action by the Commission to approve or disapprove one or more Submissions shall
13 not take effect until the completion of the appeal process set forth in Section 6.3.

14 (6) Promptly following a Commission action to reject one or more Submissions, the Port will
15 give, electronically or otherwise, written notice to all participating proposers of the Port’s action.

16 **6.3 Appeals of Commission Action to Reject Submissions**

17 (1) A Commission action in which one or more Submissions are rejected may be appealed by
18 an adversely affected proposer in accordance with the provisions of this subsection 6.3. A properly filed
19 appeal will be heard by the Commission or such other body or hearings officer as the Commission may
20 appoint. An appeal that is not fully consistent with the requirements of this Rule shall not be heard.

21 (2) For purposes of this Rule, a protesting proposer is adversely affected by a Commission
22 action only if: (i) the proposer has submitted a Responsive Submission, and (ii) the Submission was
23 rejected for further consideration by the Commission’s action.

24 (3) To appeal a Commission action, an adversely affected proposer must submit to the
25 Director a written protest stating the facts and providing explanations that demonstrate the Port:

- 26 (a) Committed a material violation of a provision in the Solicitation Document or this
27 Rule in evaluating the Submission or taking the Commission action; or

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1 (b) Otherwise abused its discretion in evaluating a proposal or proposals.

2 (4) The written protest must be received by the Port no later than 5:00PM (Pacific Time) on
3 the 14th calendar day following the day on which the Port sent notice of the Commission action under
4 Section paragraph (5) of subsection 6.2. If the Port receives no written protest concerning the proposed
5 selection listing within the 14-calendar day period, then the Commission action automatically shall
6 become effective on the 15th calendar day following the day on which the Port sent notice of the
7 Commission action under paragraph (5) of subsection 6.2.

8 (5) In response to a protest that complies with the requirements of this rule, the Commission
9 will issue a written decision that resolves the issues raised in the protest. In considering a timely protest,
10 the Port may request further information from the protesting proposer and may undertake any further
11 investigations the Commission finds beneficial. The Port will make its written decision available, by mail
12 or by electronic means, to all proposers identified in the Port's notice.

13 **7. Negotiation and Approval of Agreements for Bridge Projects or Bridge Project Activities**

14 **7.1 Negotiation Team**

15 (1) Any Submissions approved by the Commission for negotiation of an Agreement shall be
16 referred to a Negotiation Team nominated by the Director and appointed by the Commission. The
17 Negotiation Team shall be of such size and composition as the Commission determines is in the best
18 interest of the Port, and may be comprised of such Port staff, including the Director, legal counsel,
19 consultants, or other advisers as the Commission may determine.

20 (2) Under the direction of the Director, the Negotiating Team shall be responsible for Direct
21 Negotiations with a proposer or Competing Negotiations with proposers, as authorized by the
22 Commission, and be subject to any terms or conditions set forth from time to time by the Commission
23 regarding the negotiations.

24 **7.2 Legal Counsel**

25 (1) Prior to commencing negotiations on an Agreement, the Port shall engage legal counsel
26 for the purpose of:

27 (a) Advising the Port on the legality of specific proposed partnerships and the legal
28 sufficiency of any Agreements;

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1 (b) Advising the Port on the legal procedures and practices that are related to
2 implementing a Bridge Project in a Public-Private Partnership;

3 (c) Assisting the Port in negotiating agreements and preparing documents related to
4 a Public-Private Partnership;

5 (d) Advising the Port on accounting, investment and tax requirements that apply to
6 a Bridge Project the Port undertakes in a Public-Private Partnership; and

7 (e) Advising the Port concerning any relevant federal securities or other laws and
8 related disclosure requirements.

9 **7.3 Negotiation and Approval of Agreements**

10 (1) Subject to its statutory authorities and this Rule, the Port may enter into one or more
11 Agreements with Private Entities for a Bridge Project or one or more Bridge Project Activities. To the
12 extent permitted by law, the Port may conduct negotiations regarding Agreements without public
13 disclosure of the content of the negotiations or draft agreements, provided the final Agreement shall be
14 subject to public disclosure.

15 (2) Subject to Commission approval, the Negotiation Team may enter into:

16 (a) Direct Negotiations with one proposer for an Agreement for a Bridge Project or
17 Bridge Project Activity. The Commission may establish terms and conditions for the negotiations, including
18 setting an exclusivity period for such negotiations. The Commission in its discretion may, from time to
19 time, extend such exclusivity period. If the negotiations are not subject to an exclusivity period, at any
20 time during the negotiations, the Director may recommend and the Commission may approve to
21 terminate the Direct Negotiations or commence Competing Negotiations with one or more other
22 proposers.

23 (b) Competing Negotiations with multiple proposers for an Agreement for a Bridge
24 Project or a Bridge Project Activity. Such Competing Negotiations may be sequential or concurrent, or a
25 combination of sequential and concurrent. The Commission may set terms and conditions for the
26 negotiations. During the course of Competing Negotiations the Director may from time to time
27 recommend and the Commission may approve the termination of one or more of the Competing
28 Negotiations, potentially resulting in Direct Negotiations with one proposer. If more than one Competing

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1 Negotiation successfully yields an Agreement, the Director shall evaluate the relative merits of the related
2 Agreements and recommend a preferred Agreement for Commission approval.

3 (3) The object of Competing Negotiations is to maximize the Port's ability to obtain best
4 value. Accordingly, the Competing Negotiations may include but shall not be limited to:

5 (A) Informing proposers of deficiencies in their Submissions;

6 (B) Notifying proposers of parts of their Submissions for which the Port
7 would like additional information; and

8 (C) Otherwise allowing proposers to develop revised Submissions that will
9 permit the Port to obtain the best proposal. The scope, manner, and extent of negotiations with any
10 proposer are subject to the discretion of the Port. In conducting these negotiations, the Port shall not (i)
11 engage in conduct that unfairly favors any proposer over another; (ii) reveal to another proposer a
12 proposer's Sensitive Business, Commercial, or Financial Information, or (iii) reveal to another proposer a
13 proposer's price (or pricing information) or business terms.

14 (4) The Negotiation Team shall transmit any final Agreements to the Director for his or her
15 review and recommendation to the Commission. As part of the Director's review, Legal Counsel shall
16 review the legal sufficiency of the Agreement or Agreements and the legal history/organization of the
17 Team. Following the Director's review and Legal Counsel's approval of the legal sufficiency of the
18 Agreement or Agreements, the Director shall transmit his or her recommendation on the Agreement or
19 Agreements to the Commission for its approval.

20 (5) Following receipt of the Director's recommendation regarding an Agreement or
21 Agreements, the Commission shall hold such work sessions, public hearings, briefings, and discussions on
22 the Agreement or Agreements as the Commission finds beneficial to its deliberations. Following
23 completion of its review of the Director's recommendation and the Agreement or Agreements, the
24 Commission may approve, reject, or offer amendments to the recommended Agreement, terminate any
25 further consideration of the Agreement, or terminate the solicitation process.

26 7.4 Term Sheet

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1 (1) The Commission may require that the Negotiation Team first negotiate a Term Sheet with
2 a proposer before undertaking substantial work on an Agreement.

3 (2) If a Term Sheet is required by the Commission, the Negotiation Team shall seek to
4 negotiate a draft Term Sheet. If the Negotiation Team:

5 (a) Cannot reach agreement on a draft Term Sheet or make reasonable progress
6 toward a Term Sheet within a reasonable time period, the Negotiation Team shall so notify the Director,
7 and the Director shall forward the information to the Commission, which could then decide to continue
8 negotiations or terminate negotiations with the proposer.

9 (b) Reaches agreement on a draft Term Sheet, the Negotiation Team shall forward
10 the draft Term Sheet to the Director. The Director may (i) direct the Negotiation Team to undertake
11 further work on the draft Term Sheet before recommending it to the Commission, or (ii) recommend to
12 the Commission that the draft Term Sheet be approved, rejected, or amended or that the negotiation
13 process be terminated.

14 (3) After receiving a recommendation from the Director, the Commission may hold such work
15 sessions, public hearings, briefings, and discussions on the Term Sheet as the Commission finds beneficial
16 to its deliberations. Following completion of its review of the Term Sheet the Commission may approve
17 or reject a Term Sheet, direct the Director to continue negotiations of the Term Sheet based on certain
18 terms or conditions approved by the Commission, or terminate the negotiations with the proposer. The
19 Port shall make its action available to all proposers actively engaged in the process at the time of the
20 Commission's action.

21 **7.5 Terms of the Agreement**

22 (1) The Agreement or Agreements shall define the rights and obligations of the Port and the
23 respective proposer with regard to the Bridge Project or Bridge Project Activity. At a minimum, pursuant
24 to ORS 381.310, an Agreement for a Bridge Project with a Private Entity must include:

25 (a) At what point in the Bridge Project the public and private partners will assume
26 responsibility for specific elements of the Bridge Project;

27 (b) How the public and private partners will share costs and risks of the Bridge
28 Project;

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1 (c) How the public and private partners will allocate financial responsibility for cost
2 overruns;

3 (d) Incentives to perform and penalties for a failure to perform an element of the
4 Bridge Project;

5 (e) Accounting and auditing standards for evaluating work on the Bridge Project; and

6 (f) Whether the Bridge Project is consistent with the applicable state, regional, and
7 local transportation plans and programs, and, if not, how and when the Bridge Project will become
8 consistent with such plans and programs.

9 (g) The account or accounts into which proceeds from tolls, administrative fees and
10 civil penalties from the bridge may be deposited. The account designated for the share of toll proceeds
11 received by the Port or another unit of government must be a depository that meets the requirements
12 set forth in ORS chapter 295. The account designated for the share of toll proceeds received by a Private
13 Entity shall be an insured institution, as defined in ORS 706.008.

14 (h) That the public has dedicated and unrestricted use of the bridge for the duration
15 of the bridge's functional life unless the Port, a state government or the federal government declares an
16 emergency that forbids using the bridge; and

17 (i) That construction of the bridge project may not proceed until the Department of
18 Transportation has issued, in accordance with ORS 374.305, any permits that are necessary to connect
19 the bridge project to state highways.

20 (2) If an Agreement is for the sale or transfer of ownership of a Bridge or Bridge Project, the
21 Agreement shall provide that:

22 (a) The sale or transfer is subject to an easement in favor of public use for the
23 duration of the functional life of the Bridge or Bridge Project;

24 (b) Other than for a sale or transfer to a subsidiary or affiliate of the seller, the Port
25 has a right of first refusal in any subsequent sale or transfer of the Bridge or Bridge Project under which
26 the seller must offer the Port a price, terms and conditions that are the same as or better than the price,
27 terms and conditions that the seller offers to any other prospective purchaser, which allows a reasonable

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1 period of time to comply with legal requirements applicable to the purchase and to arrange financing for
2 the purchase if needed; and

3 (c) If the Port declines to purchase the bridge or bridge project under paragraph (b)
4 of this subsection, the State has a right of first refusal that the state may exercise and under which the
5 seller must offer the State a price, terms and conditions that are the same as or better than the price,
6 terms and conditions that the seller offers to any other prospective purchaser and to the Port.

7 (3) If the Agreement is for a Bridge Project Activity that is a Public Works under ORS 279C.800,
8 the Agreement shall require that:

9 (a) ORS 279C.380, 279C.385 and 279C.390 and 279C.800 to 279C.870 apply to the
10 Bridge Project Activity; and

11 (b) If the Agreement is for constructing, reconstructing, performing a major
12 renovation, or painting a Bridge Project, the Agreement must provide that those workers be paid in
13 accordance with ORS 279C.540 and 279C.800 to 279C.870.

14 (4) In addition to the specified requirements under law and this Rule, an Agreement for a
15 Bridge Project or a Bridge Project Activity may include such other terms as the Port finds beneficial and
16 legally permitted.

17 (5) If pursuant to subsection 7.4 a Term Sheet is approved by the Commission, the
18 Negotiation Team shall seek to negotiate an Agreement or Agreements with the proposer that
19 substantially conforms to the provisions of the Term Sheet. Circumstances discovered during the course
20 of negotiating the Agreement or Agreements may result in refinements or amendments to the provisions
21 in the Term Sheet. The Director shall apprise the Commission of any material changes from the provisions
22 of the Term Sheet, and, when deemed beneficial to the negotiations, may offer amendments to the Term
23 Sheet for Commission approval. The Port shall make its action available to all proposers actively engaged
24 in the process at the time of the Commission's action.

25 **7.6 Port Approval of Major Subcontractors**

26 (1) Prior to the execution of any Agreement with a proposer, the proposer must provide to
27 the Director or his or her designee, for review, a list of all Major Subcontractors not included in the initial
28 proposal and all information regarding such Major Subcontractors required by this Rule or subsequent
29 requests by the Port.

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1 (a) All subcontractors, whether a Major Subcontractor or not, must be legally eligible
2 to perform or work on public contracts under federal and Oregon law and regulations. No subcontractor
3 will be accepted who is on the list of contractors ineligible to receive public works contracts under ORS
4 279C.860.

5 (b) During performance of the contract, the proposer shall promptly notify the Port
6 of the engagement or disengagement of any Major Subcontractor.

7 (2) If the Director objects to any proposed Major Subcontractor, whether included in the
8 initial proposal or added pursuant to paragraph (1) of this subsection, the Director, subject to Commission
9 approval, may require the proposer to submit for Port review an acceptable substitute subcontractor
10 before transmitting the Agreement to the Commission for final approval. The Director, in his or her
11 reasonable discretion, shall establish and, from time to time amend, a deadline for providing the Port, for
12 Port review, an acceptable substitute subcontractor. A proposer's failure to submit an acceptable
13 substitute within the deadline will constitute sufficient grounds for the Port to refuse to execute an
14 Agreement without incurring any liability for the refusal. If the substitute subcontractor is approved by
15 the Port, the Port may revise the proposed Agreement to account for any differences necessitated by the
16 substitution. The Commission shall approve any substitute subcontractors.

17 **8. Public Disclosure and Public Records Requests**

18 **8.1 Designation of Sensitive Business, Commercial or Financial Information**

19 (1) By making a Submission, the proposer acknowledges and accepts that, as a public entity,
20 the Port must comply with and will comply with public disclosure requirements under ORS 192.311, et
21 seq. Upon written request and within a reasonable time, the Director or his designee will provide records
22 relating to Bridge Project or Bridge Project Activity proposals for public inspection in accordance with ORS
23 Chapter 192, unless the records are otherwise exempt from public disclosure under Oregon law and this
24 Rule.

25 (2) A proposer may seek an exemption from public disclosure of Sensitive Business,
26 Commercial, and Financial Information provided to the Port for the purpose of evaluating a proposal for
27 a Bridge Project or Bridge Project Activity if such information is:

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1 (a) Submitted in confidence, not customarily provided to or available to business
2 competitors, and not otherwise required by law to be submitted, where such information should
3 reasonably be considered confidential, and the public interest would suffer by the disclosure;

4 (b) A trade secret under ORS 192.345 and ORS 646.461 through ORS 646.475;

5 (c) Of a personal nature that if disclosed would constitute an unreasonable invasion
6 of privacy; or

7 (d) Otherwise exempt from public disclosure under Oregon law under a statute cited
8 by the proposer in writing with specific reference to information claimed to be exempt.

9 (3) Although some information provided by a proposer to the Port for the purpose of
10 evaluating a proposal may be exempt from public disclosure, the terms of a proposed or final Agreement
11 between the Port and a Private Entity are subject to public disclosure.

12 (4) To seek an exemption from public disclosure of Sensitive Business, Commercial, or
13 Financial Information, the proposer must comply with the following:

14 (a) Each individual page submitted with such information, whether included in the
15 proposal or otherwise submitted in connection with the proposal, shall have a statement in bold and
16 underline text on the top of the page providing the sections or paragraphs on the page considered to be
17 Sensitive Business, Commercial, or Financial Information; and

18 (b) The proposal shall include a table showing the page number of each page in the
19 proposal containing such information.

20 (5) The Port may at any time, and from time to time, make a written request to the proposer
21 to justify designating information as Sensitive Business, Commercial, or Financial Information. The
22 proposer shall have five (5) business days from the date of the Port's request to respond in writing to the
23 request. Failure to respond in writing within the required time may be grounds for the Port to provide
24 public disclosure of the information.

25 (6) Notwithstanding a proposer's designation of information as exempt from public
26 inspection, including information constituting Sensitive Business, Commercial, or Financial Information,
27 or a proposer's written justification for such designation, the Port, when responding to a public records

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1 request, will independently assess whether the information constitutes Sensitive Business, Commercial,
2 or Financial Information or is otherwise exempt from public disclosure. In determining whether the
3 information is exempt from disclosure, the Port will consider the evidence and objections to disclosure
4 presented by the proposer, but as custodian of the records or information the Port must make the initial
5 determination of the records that may be withheld from disclosure.

6 **8.2 Public Records Requests**

7 (1) Upon written request and within a reasonable time, the Director or his designee will
8 provide records relating to Bridge Project or Bridge Project Activity proposals for public inspection in
9 accordance with Oregon law and this Rule.

10 (2) The Port may charge fees to cover its reasonable and actual costs in responding to public
11 records requests. Such costs may include but are not limited to costs associated with locating records,
12 separating exempt from nonexempt records, monitoring the requester's inspection of requested records,
13 copying records and delivering copies of requested records. The Port may charge fees calculated to
14 reimburse it for its reasonable and actual costs as authorized by the relevant provisions of the Public
15 Records Law.

16 (3) The Port will prepare an estimate of the costs of responding to any request for public
17 records as required by ORS 192.324(4), and may prepare an estimate of costs in other circumstances. The
18 Port may require payment of all or a portion of the estimated costs before acting on the request.

19 (4) Records related to a proposal for a Bridge Project or Bridge Project Activity submitted to
20 the Port under this Rule are exempt from public disclosure until the Commission has selected one or more
21 proposals for negotiation of an Agreement, unless the Director determines that an earlier time is in the
22 Port's best interest.

23 (5) Notwithstanding paragraph (4) of this subsection, Sensitive Business, Commercial or
24 Financial Information is exempt from disclosure unless and until the records or information contained in
25 them is submitted to the Commission in connection with its review and approval of a proposal, Term
26 Sheet, or final Agreement for a Bridge Project or Bridge Project Activity. To the extent required by law,
27 the Port will permit public disclosure of any Sensitive Business, Commercial, or Financial Information
28 submitted to the Commission in connection with its review and approval of a proposal, Term Sheet, or
29 final Agreement for a Bridge Project or Bridge Project Activity. No less than five (5) business days prior to

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1 submitting any Sensitive Business, Commercial, or Financial Information to the Commission that the Port
2 intends to publicly disclose, the Director shall notify the proposer of his or her intent to do so. No longer
3 than five (5) business days following receipt of the Director's notice:

4 (a) The proposer may (i) notify the Port that it disagrees with the Port's
5 determination that such Sensitive Business, Commercial, or Financial Information is required to be publicly
6 disclosed under applicable law and state its reasons for disagreeing, and (ii) concurrently institute
7 appropriate proceedings in its own behalf to protect the proposer's interests in preventing the disclosure
8 or maintaining the confidentiality of the information. The proposer shall be exclusively responsible for all
9 costs, expenses, and attorney fees incurred in taking any action to prevent the disclosure of information.
10 In such a case, unless the Port concurs with the proposer's reasons for retaining confidentiality or is
11 otherwise directed the District Attorney or court, the Port shall permit public inspection of the subject
12 Sensitive Business, Commercial, or Financial Information;

13 (b) The proposer may recommend an alternative to releasing the subject Sensitive
14 Business, Commercial, or Financial Information. In such instance, the Director shall consider the
15 proposer's alternative and decide which Sensitive Business, Commercial, or Financial Information to
16 submit to the Commission based on his or her determination of the information required to satisfy the
17 Commission's needs and applicable state laws; or

18 (c) To the extent permitted by law, the proposer may prevent the disclosure the
19 Sensitive Business, Commercial, or Financial Information by withdrawing its proposal from consideration.

20 (6) If the Port is served with a public records request for production of a document that
21 includes information marked by the proposer as Sensitive Business, Commercial, or Financial Information;
22 and

23 (a) If the Port agrees that such information is Sensitive Business, Commercial, or
24 Financial Information that is exempt from public disclosure, then the Port will redact the Sensitive
25 Business, Commercial, or Financial Information from the document before the Port permits inspection of
26 the records by the person making the request. By submitting a proposal the proposer thereby agrees that
27 if following a Port decision to redact information a District Attorney or a court later orders production of
28 the redacted information, the proposer shall pay for all costs resulting from such appeal to the District
29 Attorney or court, including any attorney fees imposed on the Port by its failure to provide the documents;
30 or

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1 (b) If the Port does not agree that such information is Sensitive Business,
2 Commercial, or Financial Information exempt from public disclosure, the Port will inform the proposer of
3 its decision to disclose the information, giving the proposer no fewer than five (5) business days in which
4 to institute appropriate proceedings in its own behalf to protect the proposer's interests in preventing the
5 disclosure or maintaining the confidentiality of the information. The proposer shall be exclusively
6 responsible for all costs, expenses, and attorney fees incurred in taking any action to prevent the
7 disclosure of information. In such a case, unless otherwise directed the District Attorney or court, the Port
8 shall permit public inspection of the Sensitive Business, Commercial, or Financial Information.

9 **9. Terms and Conditions**

10 (1) The Port reserves all rights available to it by law in administering these rules, including
11 without limitation, the right in its sole discretion to:

12 (a) Reject any and all Submissions at any time.

13 (b) Terminate evaluation of any and all Submissions at any time.

14 (c) Suspend, discontinue and/or terminate agreement negotiations with any
15 proposer at any time prior to the actual authorized execution of such agreement by all parties.

16 (d) Negotiate with a proposer without being bound by any provision in its proposal.

17 (e) Request or obtain additional information about any proposals or members of a
18 Team.

19 (f) Issue addenda to and/or cancel any Solicitation Document

20 (g) In accordance with the applicable laws, revise, supplement, or withdraw all or any
21 part of these Rules.

22 (h) Decline to return any and all fees required to be paid by proposers hereunder.

23 (i) Request revisions to proposals.

24 (2) Except as otherwise provided for in a Solicitation Document, by submitting a Submission,
25 or any other information to the Port, the proposer thereby:

26 (a) Waives any claim for any reimbursement of the costs and expenses of making the
27 Submission or any follow up activities in connection with the Submission or additional information; and

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1 (b) Agrees that neither the Commission, Director nor the Port, its employees,
2 representatives, or agents are liable for, or obligated to reimburse the costs incurred by proposers in
3 developing Submissions or in negotiating agreements. In its sole discretion, the Port may, in a Solicitation
4 Document, provide for the possibility of payment for work product developed by a proposer in the course
5 of developing a Submission.

6 (3) Any and all information the Port makes available to proposers shall be as a convenience
7 to the proposer and without representation or warranty of any kind. If a proposer has a question regarding
8 application of these rules, the proposer may submit the question in writing to the Director or his designee.

9 (4) The Port reserves the right to waive or to permit the correction of minor or technical
10 violations of this Rule. The Port will not grant relief under this section in any case in which granting the
11 relief would give the entity or person applying for relief a material competitive advantage that is not made
12 available to its competitors.

13 (5) The Port reserves the right at any time in the Port's discretion to extend any deadline or
14 time within which a proposer or the Port must take any action required or permitted this rule, and to do
15 so if a affected proposer applies in writing for relief to the Port and demonstrates in that application that
16 special circumstances warrant the grant of such relief. For the purpose of this subsection, special
17 circumstances that warrant the grant of relief include practical exigencies that reasonably can be regarded
18 as imposing a substantial, practical impediment to the proposer's ability to meet the deadline or achieve
19 the correction of a violation of provisions of this Rule. The grant or denial of relief to a proposer under
20 this subsection shall be determined by the Commission.

21 (6) By submitting a proposal, a proposer thereby waives and relinquishes any claim, right in
22 or expectation that the proposer may assert against the Commission, the Port, or its members, officers,
23 representatives and employees, that the proposer may occupy, use, profit from, or otherwise exercise
24 any prerogative with respect to any route, right of way or public property identified in the proposal as
25 being involved in or related to the proposed Bridge Project. A proposer may obtain no right to claim
26 exclusivity or the right of use with respect to any such route, right-of-way, or public property by virtue of
27 having submitted a proposal that proposes to use or otherwise involve or affect it.

28 (7) By submitting a proposal, a proposer thereby waives and relinquishes, as against the
29 Commission, the Port, and their members, officers, representatives, and employees, any right, claim,

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1 copyright, proprietary interest or other right in any proposed route, right of way or alignment or
2 configuration identified in the proposal as being involved in or related to the proposed Bridge Project.

3 (8) By submitting a Submission to the Port, the proposer thereby acknowledges that it has
4 agreed to and accepts all terms and conditions under this Rule.

5 (9) Each proposer and Team member by submitting a Submission, including but not limited
6 to information and forms satisfying Organizational Disclosure Requirements, thereby accepts all risk of
7 adverse public notice, damages, financial loss, or criticism, that may result from any disclosure or
8 publication of any material or information required or requested by the Port in connection with the
9 proposer's Submission. In making a Submission, the proposer and each Team member expressly waives,
10 on behalf of itself, its partners, joint venturers, officers, employees, representatives, and agents, any claim
11 against the Director, the Commission, the Port, and their officers, representatives, agents, and employees
12 for any damages that may arise therefrom.

13 (10) In addition to the Organizational Disclosure Requirements in a Solicitation Document, the
14 Director or the Director's designee may impose, after the Submission, any other Organizational Disclosure
15 Requirements the Director determines to be reasonably necessary to evaluate the Team associated with
16 a proposal. All proposers, and Team members and Key Persons associated with a Submission, must
17 complete and submit any required disclosure form prescribed by the Port within the deadlines set by the
18 Director or the Director's designee, including any documents required in the disclosure process. Failure
19 to provide such disclosures or documents shall constitute sufficient grounds for rejection of the proposal.

20 (11) Any statement or representation made by the proposer, including the Team, in response
21 to or in connection with a Solicitation Document determined to be false or fraudulent, a
22 misrepresentation, or inaccurate because of an omission could result in a claim under the Oregon False
23 Claim Act, ORS 180.750 to 180.785, and subject to liabilities or penalties associated with making a false
24 claim under that Act.

25 **10. Notices**

26 (1) All notices required or permitted hereunder shall be in writing and shall be served on the
27 Port and each proposer in the manner and at the addresses set forth hereafter. Unless otherwise provided
28 under this Rule, any such notices shall either be:

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1 (a) Sent by overnight delivery using a nationally recognized overnight courier, in
2 which case notice shall be deemed delivered one (1) business day after deposit with such courier;

3 (b) Sent by U.S. mail, certified return receipt requested, in which case the notice shall
4 be deemed delivered three (3) days from the postmark,

5 (c) Sent by email with confirmation of delivery in which case the notice shall be
6 deemed delivered on the date the email is sent, except if sent after 5:00 p.m. or if sent on a day other
7 than a regular business day receipt shall be at 8:00 a.m. on the next regular business day, or

8 (d) Sent by personal delivery, in which case notice shall be deemed delivered upon actual
9 receipt.

10 (2) Notice of addenda to a Solicitation Document shall be sent posting on the Port's website
11 and by email to proposers that have registered its interest in the procurement, without confirmation of
12 delivery, in which case the notice shall be deemed delivered on the date the posting occurred or the date
13 the email is sent, except if sent after 5:00 p.m. or if sent on a day other than a regular business day receipt
14 shall be at 8:00 a.m. on the next regular business day.

15 (3) The Port's or a proposer's address may be changed by written notice to the other party,
16 or the Port may change its address by publishing a revised address on the Port's website, provided,
17 however, that no notice of a change of a proposer's address shall be effective until actually received by
18 the Port. Unless changed:

19 (a) Mail and courier notices to the Port shall be addressed to: Executive Director, Port
20 of Hood River, 1000 E. Port Marina Way, Hood River, OR 97031. Mail and courier notices to a proposer
21 shall be addressed to the physical or post office address listed by the proposer in a proposal, or in a letter
22 sent to the Port which specifically states the address is to use when the Port sends a notice to the
23 proposer. Unless changed by the Port, the Port's email address for notices shall be
24 mmcelwee@portofhoodriver.com.

25 (b) A proposer's email address for notices sent by the Port shall be the email address
26 the proposer provides to the Port as an email contact address, or if none is specified the proposer's email

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- 1 address listed in correspondence to the Port, or if none is specified a proposer email address publicly
- 2 available to receive business emails.
- 3

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1 EXHIBIT 4.3

2 CONTENT AND FORMAT REQUIREMENTS FOR SOLICITED PROPOSALS

3 A Solicited Proposal shall include the following, except as expressly waived, supplemented, or
4 amended by the Port in the Solicitation Document, separated by tabs as herein described.

5 (1) Cover Letter

6 The Cover Letter shall not exceed two (2) pages, must be signed by an authorized
7 representative of the Team, and must include:

8 (a) The name of the Managing Entities and Ownership Entities
9 included in the proposal;

10 (b) A short summary of the of the proposal;

11 (b) The name and contact information of the designated contact person for
12 purposes all communications with the Port regarding the proposal;

13 (d) The following acknowledgement of the Rule: *“As the authorized
14 representative of the Team, I hereby acknowledge and agree on behalf of the Team to all terms and
15 conditions set forth in the Port of Hood River’s rule regarding Public-Private Partnerships for a Bridge
16 Project or Bridge Project Activity;”* and

17 (e) Any additional information the proposer deems beneficial to the Port’s
18 consideration of the proposal.

19 (2) TAB 1: Organizational Disclosure Requirements.

20 (a) Identify the Team anticipated to undertake the proposal, including each
21 Managing Entity, Ownership Entity, and each Major Subcontractor identified at the time of the proposal.
22 For each of these entities:

23 (i) Identify the Major Partners and Key Persons in the entity;

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1 (ii) Provide the names, addresses, telephone numbers, and
2 email addresses of persons within the entity who may be contacted for further information;

3 (iii) Describe the length of time in business, and the entity's
4 experience in similarly sized transportation projects and public-private partnerships in which it had a
5 similar role. Describe each similarly sized transportation project and each public-private partnership the
6 entity was involved with during the past ten (10) years, whether or not successfully completed. For each
7 include the name, address, telephone number, and email address of a specific contact person at the public
8 entity. For each project or public-private partnership that was not successfully completed, describe why
9 the project or partnership was not successful.

10 (iv) Include the resumes for those managerial persons that
11 will likely be associated in a significant way with the proposal; and

12 (v) Provide financial information regarding the entity
13 demonstrating its financial ability to perform its obligations or responsibilities under the proposal. If
14 available, provide the most recent independently audited financial statement of the entity.

15 (b) Describe the legal organization of the Team, and the
16 management structure of the Team, including major decision-making, quality control, and reporting
17 relationships.

18 (c) Submit an executed Conflict of Interest Disclosure Forms for each
19 Managing Entity, Ownership Entity, and Major Subcontractor.

20 (d) For each Managing Entity, Ownership Entity, and Major
21 Subcontractor, provide the most recent ten-year history of its involvement in claims and litigation,
22 including mediated or arbitrated claims, arising out of past projects or under contracts in which the
23 proceedings exceeded \$1,000,000 in liability exposure or claim amount. Describe the nature of the claim
24 or litigation and its final (or current) disposition. Include information concerning whether (and the
25 circumstances) the entity or any Key Person in the entity has been:

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1 (i) Convicted of any criminal offense in obtaining or
2 attempting to obtain a public or private contractor subcontract, or in the performance of such contract or
3 subcontract;

4 (ii) Convicted under any state or federal statute of any other
5 offense indicating a lack of business integrity or improper business dealings;

6 (iii) Found liable for or settled for an amount \$500,000 or
7 greater in connection with obtaining or attempting to obtain a public or private contract or subcontract
8 or its performance under a contract or subcontract.

9 (3) TAB 2: Project Characteristics

10 (a) Provide a detailed description of the proposed Bridge Project or
11 Bridge Project Activity, including, if applicable, the use or disposition of the existing Bridge.

12 (b) For each of the following activities: overall project management,
13 project development, design and engineering, construction, maintenance and operations/tolling, and
14 ownership, describe the following:

15 (i) The entities responsible for managing and, if different,
16 performing the work;

17 (ii) How the activity is organized;

18 (iii) The scope of the work under the proposal;

19 (vii) The proposed responsibilities/obligations and rights/
20 authorities of the Port, ODOT, WSDOT, or other public entity for the activity; and

21 (viii) Any other material terms, conditions, or assumptions
22 regarding the activity.

23 (c) List the major assumptions underlying the Project and any critical
24 factors for the Project's success.

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1 (d) Identify the proposed schedule for implementation of the
2 Project.

3 (e) Identify any significant assistance the proposal contemplates
4 from the Port, or other public entities, such as right-of-way acquisition, operation and maintenance
5 responsibilities, or responsibilities for obtaining permits or approvals.

6 (f) Identify any portions of the proposal that will not qualify for the public
7 contracting exemption under paragraph (4)(a) of Section 2 of Chapter 710 of Oregon Laws 2017.

8 (g) Describe the proposed tolling program for the Bridge Project, if any,
9 including:

10 (i) The proposed methods of and responsibilities for setting toll
11 rates, collecting tolls, and enforcing toll collection.

12 (ii) The assumed toll rate structure for the first year of operations,
13 for each classification of vehicles, method of toll collection, and, if applicable time of day and time of year,
14 including (and shown separately) any administrative or other fees to be collected in connection with the
15 toll;

16 (iii) The assumption regarding toll rate increases in future years,
17 including the assumed or estimated schedule for such increases, estimated or assumed amount of the toll
18 rate increase, and the process and protocols for how future toll rate increases will be approved and
19 implemented;

20 (iv) The role, if any, of the Port or other public entity in setting or
21 approving toll rates or toll rate increases; and

22 (v) Any limits, covenants, or criteria regarding the setting of toll rates
23 and toll rate increases that are proposed to be incorporated in the agreements with the Port, including
24 any terms or conditions regarding such limitations.

25 (vi) Include any traffic studies, forecasts, and related materials that
26 establish the toll revenue assumptions.

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1 (h) Identify any amendments to federal or state statutes or rules that are
2 required to implement the proposal, the party or parties responsible for securing such amendments, and
3 the schedule for doing so.

4 (4) TAB 3: Project Financing and Business Terms

5 (a) Provide a projected budget for the Project, and identify key
6 assumptions in the budget, risk factors, and methods of addressing the risk factors.

7 (b) Provide a detailed description of the financial plan for developing,
8 constructing, and operating the Bridge Project or Bridge Project Activity. Identify any proposed:

9 (i) Equity contributions by Private Entities anticipated to
10 provide such equity contributions, the nature of the equity contribution, and any material terms and
11 conditions regarding the private equity contribution;

12 (ii) Other Private Contributions included in the finance plan,
13 such as contributed services, the Private Entities anticipated to provide these other Private Contributions,
14 and any material terms and conditions of such contribution.

15 (iii) Bonds or other borrowings expected to be repaid with
16 toll revenues, and the material terms or assumptions underlying these borrowings;

17 (iv) Borrowings or credit enhancements not related to toll
18 revenues that are included in the finance plan, and the material terms or assumptions underlying these
19 borrowings;

20 (v) Public funding contribution, whether by the Port,
21 Washington, Oregon, or the federal government, whether by grant, loan, credit enhancement, or other
22 form of financial contribution, and the material terms or assumptions underlying these contributions;

23 (vi) Other local, state, or federal resources, such as
24 contributed rights-of-way or other services, included in the finance plan; include the specific sources,
25 timing, and how obtained;

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1 (vii) Other components to the financial plan, including their
2 material terms, conditions, timing, and sources.

3 (c) Describe the nature of the commitment to complete the Bridge
4 Project or Bridge Project Activity the proposer anticipates making in the Agreement with the Port;
5 including:

6 (i) Describe if the anticipated commitment in the
7 Agreement to undertake the Bridge Project or Bridge Project Activity is unconditional or contingent;

8 (ii) If the anticipated commitment is contingent, describe
9 the conditions precedent to making a binding commitment to complete the Bridge Project or Bridge
10 Project Activity, including the process, timing, criteria, and any other material factors associated with the
11 conditions precedent;

12 (iii) If the proposal includes a due diligence period for the
13 proposer, describe the scope of, and roles and responsibilities for, the due diligence period, including the
14 parties responsible for paying the costs and expenses of the due diligence; and

15 (iv) Any completion guaranties or warranties anticipated to
16 be included in the Agreement.

17 (d) Describe any payments or financial contributions proposed to be
18 made to the Port in the Agreement, such as any purchase price for the existing Bridge, toll revenue sharing
19 formula, lease payments, franchise fees, in-kind services provided to the Port, or other Private
20 Contributions. Describe any such payments or contributions to other public entities.

21 (e) Provide any other material terms or conditions related to the
22 financial and business arrangements in the proposal.

23 (f) Provide a twenty (20) year cash-flow for the proposal showing
24 costs and revenues, rates of return for private investors, and payments to the Port or other public entities.

25 (5) TAB 4: Public Coordination and Involvement

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1 (a) Identify the public oversight functions proposed for the Port,
2 ODOT, or WSDOT, if any, with regards to project development, construction, or operations and
3 maintenance, if any, including the scope the scope of the oversight, the review rights of the public entities,
4 and the approval rights of the public entities;

5 (b) Explain the strategy and plans that will be carried out to involve
6 and inform the agencies and the general public in areas affected by the Project;

7 (c) Explain the steps to be taken to ensure bi-state coordination with
8 the development and operation of the Bridge Project, including roles and responsibilities for providing
9 such bi-state coordination; and

10 (d) Explain the steps to be undertaken to ensure coordination with
11 the Federal Highway Administration and other federal agencies overseeing the Bridge Project or Bridge
12 Project Activity.

13

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Commission Memo



Prepared by: Kevin Greenwood
Date: February 20, 2018
Re: Bridge Replacement Update

The following update provides an overview of Bridge Replacement Project activities from February 7 through February 20, 2018.

FINAL ENVIRONMENTAL IMPACT STATEMENT (FEIS)

- SWRTC has submitted the EIS Schedule (attached).
- I have arranged a meeting with Oregon FHWA and DOT representatives next week.
- Brian Zabel, US Army Corps, and I have spoken multiple times to discuss project permitting.
- Staff consideration of potential Proposal Evaluation Committee processes and protocols for reviewing, scoring and ranking the proposals is underway. Staff will review best practices to recommend a process to the Commission for consideration in the coming weeks.

FINANCING OPTIONS

- Staff continues to research more traditional federal funding programs such as US Dept. of Agriculture – Rural Development programs.
- Staff and Summit Strategies personnel are continuing to monitor infrastructure funding programs coming out of Washington DC. Initial review appears to show that environmental and permitting issues may be streamlined and an emphasis will be placed on leveraging local and private equity.

PROJECT DELIVERY CONSIDERATION (P3s)

- Attached a draft schedule for selection of the EIS engineering firm.
- Staff has prepared a contract with Clary Consulting Inc. to advise on the project delivery/procurement for Commission approval. Principal Lowell Clary was a panelist during the January 18 work session.
- Staff has begun discussions with Dan Blocher of Mott McDonald, about updating the preliminary cost estimate for the bridge replacement.

COMMUNITY OUTREACH

- Staff has compiled a list of upcoming public events and dates that could provide opportunities for distribution of public information materials and/or project updates:
 - One Gorge Legislative Reception (Olympia, Wash.): Wednesday, February 21, 5:30pm.

- Skamania County Commission Meeting (Stevenson, Wash.): Tuesday, March 6, 9:30am. (Meets every Tuesday)
- Klickitat County Commission Meeting (Goldendale, Wash.): Tuesday, March 6, 1:00pm. (Meets every Tuesday)
- Port of Klickitat (Bingen, Wash.): Tuesday, March 6, 4:30pm. (1st and 3rd Tuesdays)
- City of Bingen: Tuesday, March 6, 7:00pm. (1st and 3rd Tuesdays; *conflicts with PoHR Commission Meeting)
- City of White Salmon: Wednesday, March 7, 6:00pm. (1st and 3rd Wednesdays)
- Klickitat County Transportation Committee (Bingen, Wash.): Tuesday, April 6, 10:30am. (1st Tuesday every other month)
- Skamania County Transportation Committee (Stevenson, Wash.): Tuesday, April 6, Noon. (1st Tuesday every other month)
- Brad Boswell, the Port's lobbyist in Olympia, also recommended that the Port host a tour of the bridge for Sen. King and Reps. McCabe and Johnson sometime this spring.
- Staff is developing a new web blog page in the Bridge section of the Port's website to feature articles on the replacement progress, documents related to past efforts and current effort, committee rosters, organizational updates and schedules. The "Bridge Replacement Project Updates" section is live now, but will be under construction throughout February.

ADMINISTRATIVE

- Many thanks to the Facilities crew who have brought the "east wing" office space to a usable state and the entire space, including a large board room, an open lobby room, and several new work stations is organized and usable.
- I am looking forward to working with Port interns this year and finding projects to help move the bridge replacement forward.
- Submitted Draft 2018-19 Bridge Replacement Fund Budget for CFO feedback.

**Hood River Bridge FEIS Consultant Selection Process
SW Washington Regional Transportation Council (SWRTC)**

	Jan-18	Jan-18	Feb-18	Feb-18	Mar-18	Mar-18	Apr-18	Apr-18	May-18	May-18	Jun-18	Jun-18
Preparation: Draft Scope of Work, Determine Lead Agency, Terms & Conditions, Criteria, Schedule, etc.												
Preparation of RFP												
RFP Notice												
Consultant Pre-Meeting												
RFP Responses Due												
Evaluation of Proposals by Evaluation Committee												
Check References												
Determine Firms to Interview based on Average Rank												
Invite Qualified Firms to Interview												
Interview/Final Evaluation/Rank Firms by Evaluation Committee												
Management review of Evaluation Team recommendation and final ranking of firms												
Management Negotiate Scope and Budget with Preferred Firm. If unable to reach agreement with the first firm, terminate negotiation and move to second ranked firm.												
Port Commission Award Contract												
Contract with Consultant/Work Begins												

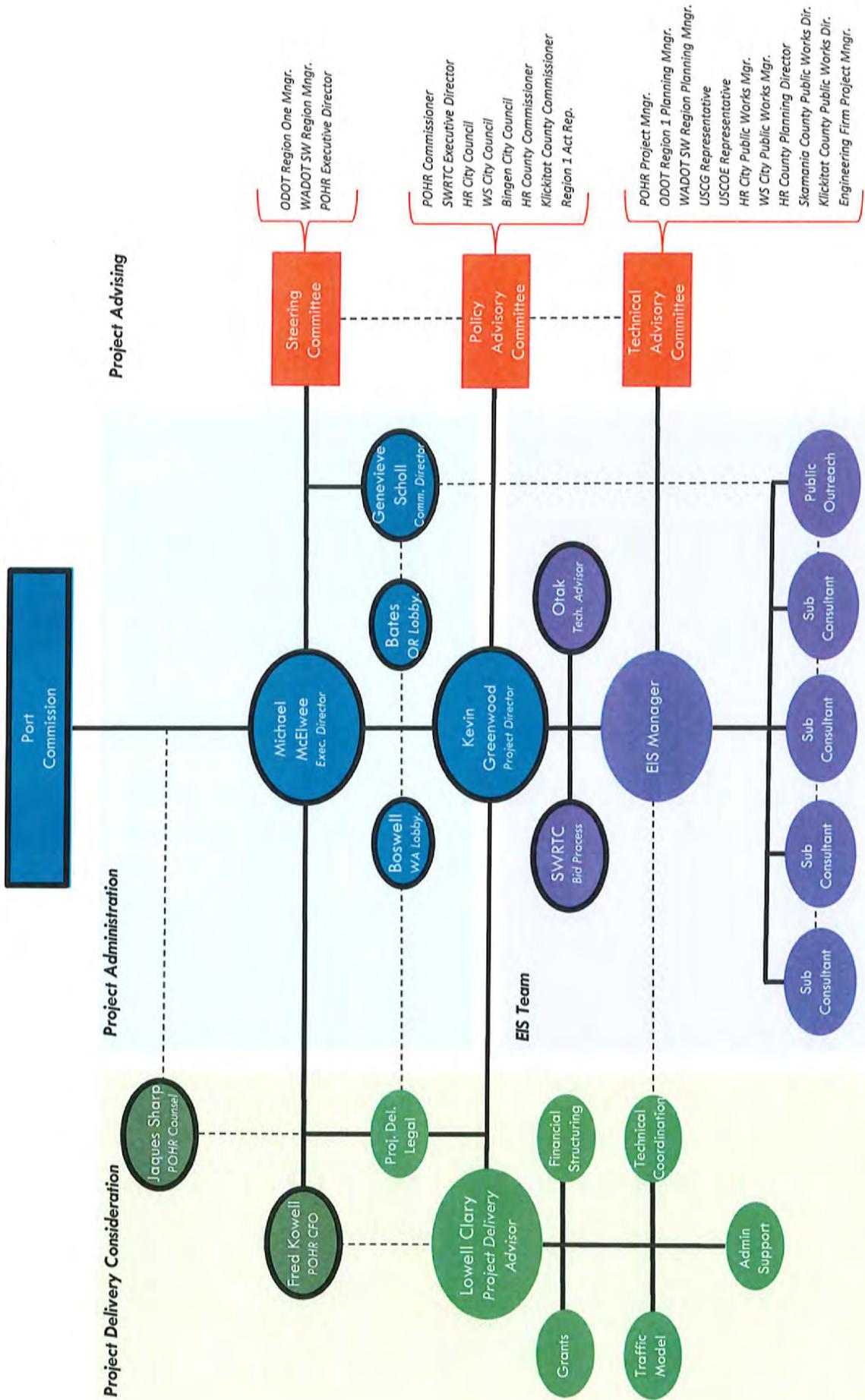
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HOOD RIVER BRIDGE REPLACEMENT PRE-CONSTRUCTION PROJECT ORGANIZATION

As of 2/20/2018

BLACK BOLD LINES AROUND OVALS INDICATE POSITION IS FILLED



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Commission Memo



Prepared by: Fred Kowell
Date: February 20, 2018
Re: Financial Review for the Six Months
Ended December 31, 2017

Attached to this memo are the following financial review reports:

- Bridge Traffic and Revenue Report
- Schedule of Expenditures by Cost Center by Fund
- Schedule of Revenues by Cost Center by Fund
- Statement of Operating Revenues, Expenditures and Other Sources and Uses

Bridge Traffic and Revenue Report

The Bridge Traffic and Revenue report shows bridge traffic is up by 2.2% over last year, but revenues are about even due to the Gorge fires which impacted traffic revenues by 1.4%. Although toll revenue is only about 40% of the budget, the budget calculated a toll increase to be effective January 1st. Our next quarter financial report should see the actuals close in on the budget. It looks like toll revenues were impacted by the Eagle Creek fire by about \$80,000 of lost revenues. That said, the next several months should tell us how well traffic has been impacted by the toll increase.

Schedule of Expenditures by Cost Center by Fund

Personnel services is running slightly under the budget and in some instances right on target. This trend should continue into the 3rd quarter, where the Port historically is under budget before we come into the summer hiring season. The Event Site is slightly ahead of budget due to the summer season but should see it come in line with the budget in the 3rd quarter due to the winter season.

Materials & Services is tracking below the budget for many asset centers like the bridge, recreation, and our commercial properties, but our industrial properties are spending above the budget due primarily to property taxes and maintenance. With the exception of the Wasco, Big 7, and Halyard buildings, the rest of our industrial properties should come in on budget by year end. Due to maintenance and utilities, these three properties are projected to overrun their budgets in M&S by year end. That said, these three properties are expected to underspend their Capital Outlay such that a budget transfer will occur at year end to true up their budgets.

Capital Outlay is tracking below budget as most of the capital projects are just starting to move forward with the exception of the airport south taxiway which is completed. Maintenance is over budget with regard to the equipment and vehicles purchased (i.e., electronic reader board sign) which was higher than originally budgeted. Under

Administration, the money counting machine ended up costing less than budgeted and will cover the shortfall in Maintenance.

Schedule of Revenues

With the exception of the toll revenues, lease revenues from our industrial and commercial properties are tracking according to their budget for this time of year. The Marina and Airport leases will catch up starting in January once the annual billings occur.

Statement of Operating Revenues, Expenditures and Other Sources and Uses

Overall, the actuals are tracking according to the activities we have incurred during the first half of the year as outlined in the budget, with the exception of the financial impact of the Eagle Creek fire. On a cashflow basis, we're depicting an overall positive of \$20,344, which does not reflect the billings that need to occur for our reimbursable grants related to the airport and the annual marina operating grant from the OSMB.

Accounts Receivables Update – Pfriem has kept to their payment plan that will make them current over a six-month time period. Other accounts receivables are within a reasonable aged period of time based upon their billings with the exception of Gianino Marble and Granite; that account was turned over to Collections for \$8,367. Our Collections agent (Columbia Credits, Inc.) has been able to secure payment from almost all of the accounts we have turned over to them. It may take a couple of years but they have been successful in fulfilling our past due accounts.

Since we did not have a severe winter (yet), bridge traffic should continue to experience a 2-4% uptick as historically has occurred in prior years.

RECOMMENDATION: Discussion.

PORT OF HOOD RIVER
Bridge Traffic and Revenue Report - Quarterly
Exhibit B
Columbia State Bank Loan - Covenant - 3.9 (g)

	2013-14		2014-15		2015-16		2016-17		2017-18		Change from Prior year	
	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue
JUL	372,181	\$ 339,743	379,536	\$ 341,480	399,634	\$ 382,921	423,744	\$ 402,074	442,251	\$ 399,618	1.04	0.99
AUG	372,950	\$ 344,140	380,914	\$ 348,030	391,499	\$ 376,690	425,567	\$ 407,839	435,364	\$ 401,815	1.02	0.99
SEPT	330,147	\$ 304,490	344,693	\$ 317,989	364,125	\$ 350,020	387,860	\$ 372,099	412,452	\$ 332,996	1.06	0.89
OCT	326,995	\$ 299,209	336,623	\$ 303,073	353,313	\$ 339,194	357,180	\$ 337,294	389,210	\$ 361,315	1.09	1.07
NOV	281,772	\$ 252,702	274,601	\$ 244,065	312,731	\$ 297,037	330,795	\$ 313,529	341,147	\$ 312,337	1.03	1.00
DEC	272,528	\$ 237,524	290,855	\$ 249,793	289,296	\$ 269,344	285,209	\$ 260,625	324,278	\$ 298,530	1.14	1.15
Calendar Year Total	3,749,551	\$3,384,542	3,829,791	\$3,424,449	4,063,317	\$3,814,690	4,280,160	\$4,028,417	4,377,500	4,038,137	1.02	1.00
JAN	274,253	\$ 244,374	286,390	\$ 259,626	291,674	\$ 272,828	245,670	\$ 238,709			0.84	0.87
FEB	248,373	\$ 219,088	281,351	\$ 259,207	305,800	\$ 286,071	266,202	\$ 244,472			0.87	0.85
MAR	297,531	\$ 265,325	324,912	\$ 299,162	342,162	\$ 317,959	350,470	\$ 324,146			1.02	1.02
APR	317,218	\$ 282,097	334,016	\$ 307,643	365,654	\$ 338,556	362,559	\$ 334,362			0.99	0.99
MAY	343,575	\$ 301,985	360,643	\$ 341,172	381,248	\$ 357,119	399,271	\$ 368,296			1.05	1.03
JUN	341,619	\$ 307,150	365,407	\$ 332,673	383,267	\$ 362,425	408,626	\$ 421,541			1.07	1.16
Fiscal Year Total	3,779,142	\$3,397,826	3,959,941	\$3,503,914	4,180,403	\$3,950,164	4,243,153	\$4,024,966	2,344,702	2,106,611	1.02	1.02

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Port of Hood River Bridge Traffic Activity



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PORT OF HOOD RIVER
 SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND
 BUDGET AND ACTUAL - 50% THROUGH THE BUDGET
 FOR THE SIX MONTHS ENDED DECEMBER 31, 2017

EXPENDITURES	Personal Services				Materials & Services				Capital Outlay					Debt Service				Total Appropriation		
	Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Total	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual	Unspent
<i>Toll Bridge</i>	882,600	413,265	469,335	47%	623,100	280,734	342,366	45%	258,000	170,461	170,461	87,539	66%	-	-	-		1,763,700	864,460	899,240
<i>Industrial Facilities</i>																				
Big 7	49,900	24,964	24,937	50%	142,200	91,131	51,069	64%	55,000	9,132	9,132	45,868	17%	-	-	-		247,100	125,227	121,873
Jensen Property	61,500	30,223	31,277	49%	171,900	105,341	66,559	61%	466,000	1,444	1,444	464,556	0%	145,000	72,531	72,469	50%	844,400	209,539	634,861
Maritime Building	38,900	19,459	19,441	50%	88,000	43,285	44,715	49%	10,000	-	-	10,000	0%	-	-	-		136,900	62,744	74,156
Halyard Building	64,300	32,103	32,197	50%	227,500	148,937	78,563	65%	10,000	-	-	10,000	0%	-	-	-		301,800	181,040	120,760
Timberline Incubator Building	29,900	15,040	14,860	50%	34,300	19,144	15,156	56%	23,000	-	-	23,000	-	-	-	-		87,200	34,184	53,016
Wasco Building	48,900	24,682	24,218	50%	91,700	63,788	27,912	70%	30,000	-	-	30,000	-	-	-	-		170,600	88,470	82,130
Hanel Site	43,300	22,090	21,210	51%	49,900	17,853	32,047	36%	625,000	68,189	68,189	556,811	11%	140,800	70,354	70,447	50%	859,000	178,485	680,515
	336,700	168,561	168,139	50%	805,500	489,479	316,021	61%	1,219,000	78,765	78,765	1,140,235	6%	285,800	142,884	142,916	50%	2,647,000	879,690	1,086,795
<i>Commercial Facilities</i>																				
State Office (DMV) Building	26,100	12,547	13,553	48%	39,500	16,343	23,157	41%	25,000	7,857	7,857	17,144	-	-	-	-		90,600	36,747	53,853
Marina Office Building	37,700	18,256	19,444	48%	46,100	25,608	20,492	56%	43,000	34,945	34,945	8,055	81%	-	-	-		126,800	78,810	47,990
Port Office Building	36,100	17,864	18,236	49%	24,600	12,697	11,903	52%	25,000	-	-	25,000	0%	-	-	-		85,700	30,561	55,139
	99,900	48,667	51,233	49%	110,200	54,648	55,552	50%	93,000	42,802	42,802	50,198	46%	-	-	-		303,100	146,117	156,983
<i>Waterfront Industrial Land</i>	40,700	19,975	20,725	49%	78,000	23,355	54,645	30%	85,000	680	680	84,320	1%	-	-	-		203,700	44,009	159,691
<i>Waterfront Recreation</i>																				
Eventsite	128,200	66,339	61,861	52%	40,000	19,284	20,716	48%	15,000	11,120	11,120	3,880	74%	-	-	-		183,200	96,743	86,457
Hook/Spit/Nichols	45,200	22,746	22,454	50%	29,000	10,360	18,640	36%	54,500	-	-	54,500	0%	-	-	-		128,700	33,107	95,593
Marina Park	154,500	74,762	79,738	48%	63,900	18,427	45,473	29%	43,000	-	-	43,000	0%	-	-	-		261,400	93,189	168,211
	327,900	163,847	164,053	50%	132,900	48,072	84,828	36%	112,500	11,120	11,120	101,380	10%	-	-	-		573,300	223,039	350,261
<i>Marina</i>	132,800	66,345	66,455	50%	110,200	50,993	59,207	46%	79,000	-	-	79,000	0%	96,700	80,513	16,187	83%	418,700	197,850	220,850
<i>Airport</i>	128,800	64,243	64,557	50%	169,000	73,937	104,680	44%	1,966,078	1,550,428	1,550,428	415,650	79%	-	-	-		2,263,878	1,688,608	575,270
Administration	6,000	-	6,000	0%	151,300	44,808	106,492	30%	20,000	3,025	3,025	16,975	15%	-	-	-		177,300	47,833	129,467
Maintenance	-	-	-	-	84,600	65,474	19,126	77%	43,500	52,491	52,491	(8,991)	121%	-	-	-		128,100	117,965	10,135
<i>Total Expenditures</i>	1,955,400	944,902	1,010,498	48%	2,264,800	1,131,499	1,142,918	50%	3,876,078	1,909,772	1,909,772	1,966,306	49%	382,500	223,397	159,103	58%	8,478,778	4,209,571	3,588,692
Bridge Repair & Replacement Fund	90,100	42,394	47,706	47%	305,000	28,183	276,817	9%	2,224,500	396,040	396,040	1,828,460	18%	677,500	13,672	663,828	2%	3,297,100	480,289	2,816,811
General Fund	173,000	60,902	112,098	35%	417,950	174,424	243,526	42%	-	-	-	-	-	-	-	-		590,950	235,326	355,624

Unfavorable Variance - Expenditures

Payroll overall is on track with the budget in most areas with the exception of the Eventsite which is seasonal. However, Materials and Services in our industrial properties will most likely need budgetary relief from Capital Outlay by the end of the year. Most of the costs thus far is related to property taxes and maintenance costs which should come in on budget as the year progresses. Maintenance is well above budget in M&S due to the magnitude of maintenance supplies stored for the winter. This should be closer to budget as the year progresses. Capital Outlay is on track or below budget due to the time of year. This should get closer to budget as the year progresses. Maintenance equipment is over budget in capital due to actual equipment cost as compared to the original budget.

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PORT OF HOOD RIVER
 Schedule of Revenues by Cost Center By Fund
 Budget to Actuals - 50% Through Budget
 For the Six Months Ended December 31, 2017

	REVENUES				
	Budget	Actual	Total	Variance	%
REVENUE FUND					
<i>Toll Bridge</i>					
Bridge Tolls	5,250,000	2,118,660	2,118,660	(3,131,340)	40%
Cable Crossing Leases	10,000	5,050	5,050	(4,950)	51%
Other	1,000	-	-	(1,000)	0%
5,261,000	2,123,710	2,123,710	(3,137,290)	40%	
<i>Industrial Facilities</i>					
Big 7					
Lease Revenues	189,800	124,897	\$ 124,897	(64,903)	66%
Reimbursements/Other	76,800	49,691	\$ 49,691	(27,109)	65%
Jensen Property					
Lease Revenues	340,900	171,926	171,926	(168,974)	50%
Reimbursements/Other	130,600	82,789	82,789	(47,811)	63%
Maritime Building					
Lease Revenues	202,000	97,055	97,055	(104,945)	48%
Reimbursements/Other	57,800	34,328	34,328	(23,472)	59%
Halvard Building					
Lease Revenues	218,500	108,086	108,086	(110,414)	49%
Reimbursements/Other	185,400	126,249	126,249	(59,151)	68%
Note Receivable	19,550	9,775	9,775	(9,775)	50%
Timberline Incubator Building					
Lease Revenues	69,000	35,211	35,211	(33,789)	51%
Reimbursements	15,000	10,784	10,784	(4,216)	72%
Wasco Building					
Lease Revenues	145,500	80,620	80,620	(64,880)	55%
Reimbursements	47,500	37,111	37,111	(10,389)	78%
Hanel					
Reimbursements	490,000	-	-	(490,000)	0%
Sale of Property	2,188,350	968,523	968,523	(1,219,827)	44%
<i>Commercial Facilities</i>					
State Office (DMV) Building					
Lease Revenues	45,100	22,277	22,277	(22,823)	49%
Reimbursements	-	24,195	24,195	24,195	#DIV/0!
Marina Office Building					
Lease Revenues	68,900	33,268	33,268	(35,632)	48%
Reimbursements	22,500	13,707	13,707	(8,793)	61%
Port Office Building					
Lease Revenues	48,550	24,275	24,275	(24,275)	50%
Reimbursements	500	-	-	(500)	0%
185,550	117,722	117,722	(67,828)	63%	
<i>Waterfront Industrial Land</i>					
Lease Revenues	600	-	-	(600)	0%
Land Sale	-	-	-	-	#DIV/0!
Parking	-	-	-	-	0%
Other Income	-	1,425	1,425	1,425	#DIV/0!
URA Payments	339,100	341,462	341,462	2,362	101%
339,700	342,887	342,887	3,187	101%	
<i>Waterfront Recreation</i>					
Eventsite, Hook and Spit					
Eventsite - Passes/Permits and Concessions	124,200	54,671	54,671	(69,529)	44%
Hook/Spit/Nichols	24,100	1,450	1,450	(22,650)	6%
Marina Park					
Sailing Schools, Showers and Events	9,200	6,502	6,502	(2,698)	71%
Lease Revenues	6,500	3,336	3,336	(3,164)	51%
Reimbursements	2,000	300	300	(1,700)	15%
Grant	-	-	-	-	#DIV/0!
166,000	66,259	66,259	(99,741)	40%	
<i>Marina</i>					
Lease Revenues	196,000	1,079	1,079	(194,921)	1%
Moorage Assessment	85,200	-	-	-	
Reimbursements/Other	61,400	17,997	17,997	(43,404)	29%
Grant	7,050	-	-	(7,050)	0%
Other Financing Sources	-	-	-	-	#DIV/0!
349,650	19,076	19,076	(245,375)	5%	
<i>Airport</i>					
Lease Revenues	179,900	36,369	36,369	(143,531)	20%
Reimbursements	21,000	10,848	10,848	(10,152)	52%
Grants	1,740,000	1,136,566	1,136,566	(603,434)	65%
Other Financing Sources	-	-	-	-	
1,940,900	1,183,783	1,183,783	(757,117)	61%	
10,431,150	4,821,960	4,479,073	(5,527,177)	46%	
7,834,450	3,334,157	2,991,270	(4,418,280)	43%	
Budget to Actual Revenues					
Revenues less Other financing sources					
GENERAL FUND					
Property taxes	68,400	63,225	63,225	(5,175)	92%
Transfers from other funds	522,600	234,725	234,725	(287,875)	45%
\$ 591,000	\$ 297,950	\$ 297,950	\$(293,050)	50%	
BRIDGE REPAIR & REPLACEMENT FUND					
Transfers from other funds	\$ 3,164,300	\$ 727,583	727,583	(2,436,717)	23%

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PORT OF HOOD RIVER
STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS
AND BUDGET VS ACTUAL PERFORMANCE
FOR THE YEAR SIX MONTHS ENDED DECEMBER 31, 2017

	REVENUE FUND								BRIDGE REPAIR & REPLACEMENT FUND	TOTAL	
	Bridge	Industrial Buildings	Commercial Buildings	Waterfront Land	Waterfront Recreation	Marina	Airport	Administration Maintenance	GENERAL FUND		
OPERATING REVENUES											
Tolls	\$ 2,123,710									\$ 2,123,710	
Leases		\$ 617,796	\$ 79,821	\$ -	\$ 3,336	\$ 1,079	\$ 36,369			738,400	
Reimbursements		340,952	37,902	-	300	17,997	10,848			407,999	
Fees, Events, Passes and Concessions					62,623					62,623	
Property taxes								63,225		63,225	
Total Operating Revenues	2,123,710	958,748	117,722	-	66,259	19,076	47,217	-	63,225	3,395,957	
Operating Expenses											
Personnel Services	413,265	168,561	48,667	19,975	163,847	66,345	64,243	-	60,902	42,394	1,048,199
Materials & Services	280,734	489,479	54,648	23,355	48,072	50,993	73,937	110,282	174,424	28,183	1,334,106
Total Operating Expenses	693,999	658,041	103,315	43,329	211,919	117,337	138,180	110,282	235,326	70,577	2,382,304
Operating income/(Loss)	1,429,712	300,707	14,407	(43,329)	(145,660)	(98,262)	(90,963)	(110,282)	(172,101)	(70,577)	1,013,653
Other Resources											
Income from other sources	-	-		1,425	-	-	-	50,713	1,173	8,459	61,770
Grants	-						1,136,566				1,136,566
Sale of land	-										-
Note receivables	-	9,775		341,462	-	-	-	-	-	-	351,238
Total Other Resources	-	9,775	-	342,887	-	-	1,136,566	50,713	1,173	8,459	1,549,573
Other (Uses)											
Capital projects	(170,461)	(78,765)	(42,802)	(680)	(11,120)	-	(1,550,428)	(55,516)	-	(396,040)	(2,305,813)
Debt service	-	(142,884)	-	-	-	(80,513)	-	-	-	(13,672)	(237,069)
Total Other (Uses)	(170,461)	(221,650)	(42,802)	(680)	(11,120)	(80,513)	(1,550,428)	(55,516)	-	(409,712)	(2,542,882)
Transfers In/(Out)	(727,583)							(234,725)	234,725	727,583	-
Net Cashflow	\$ 531,668	\$ 88,833	\$ (28,395)	\$ 298,878	\$ (156,780)	\$ (178,775)	\$ (504,825)	\$ (349,809)	\$ 63,796	\$ 255,753	\$ 20,344

BUDGET VS ACTUAL PERFORMANCE

FY 2016-17 Budget

Operating revenues - Budget	\$ 5,260,000	\$ 1,678,800	\$ 185,550	\$ 600	\$ 141,900	\$ 342,600	\$ 200,900	\$ -	\$ 68,400	\$ -	\$ 7,878,750
Operating revenues - Actuals	2,123,710	958,748	117,722	-	64,809	19,076	47,217	-	63,225	-	3,394,507
Actuals greater/(Less) than budget	(3,136,290)	(720,052)	(67,828)	(600)	(77,091)	(323,525)	(153,683)	-	(5,175)	-	(4,484,243)
	40%	57%	63%	0%	46%	6%	24%		92%	#DIV/0!	43%
Operating expenses - Budget	1,505,700	1,142,200	210,100	118,700	460,800	243,000	297,800	241,900	590,950	395,100	5,206,250
Operating expenses - Actuals	693,999	658,041	103,315	43,329	211,919	117,337	138,180	110,282	235,326	70,577	2,382,304
Actuals (greater)/Less than budget	811,701	484,159	106,785	75,371	248,881	125,663	159,620	131,618	355,624	324,523	2,823,946
	46%	58%	49%	37%	46%	48%	46%		40%	18%	46%
Other Resources - Budget	1,000	509,550	-	339,100	24,100	7,050	1,740,000	66,000	500	8,500	2,695,800
Other Resources - Actuals	-	9,775	-	342,887	1,450	-	1,136,566	50,713	1,173	8,459	1,551,023
Actuals greater/(Less) than budget	(1,000)	(499,775)	-	3,787	(22,650)	(7,050)	(603,434)	(15,287)	673	(41)	(1,144,777)
Other (Uses) - Budget	258,000	1,504,800	93,000	85,000	112,500	175,700	1,966,078	63,500	-	2,902,000	\$ 7,160,578
Other (Uses) - Actuals	170,461	221,650	42,802	680	11,120	80,513	1,550,428	55,516	-	409,712	\$ 2,542,882
Actuals (greater)/Less than budget	87,539	1,283,151	50,198	84,320	101,380	95,187	415,650	7,984	-	2,492,288	4,617,696
	66%	15%	46%	1%	10%	46%	79%	87%	#DIV/0!	14%	36%
Net Position - Budget vs Actuals @ 50%	\$ (2,238,049)	\$ 547,483	\$ 89,155	\$ 162,878	\$ 250,520	\$ (109,725)	\$ (181,847)	\$ 124,315	\$ 351,122	\$ 2,816,770	\$ 1,812,622

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Executive Director's Report
February 20, 2018

Staff & Administrative

- Fernando Rodriguez, an accomplished student at Hood River Valley High School, has begun intern work for the Port. He will be coming into the office two days per week for 2-3 hours each day and will provide assistance to Stafford Bandlow on the lift span skew system upgrade. He will also assist Kevin Greenwood on the bridge replacement efforts.
- Part-time Facilities Dept. employee Robert Riggelman was awarded fireman of the year at the Firefighter’s banquet on February 11. Rob has been first on the scene at two injury accidents on Port property within the last year alone.
- Staff remains busy setting up new BreezeBy accounts but the volume has slowed. New account applications are now averaging 25-35 per day. The total number of new accounts created since January 1, 2018 totals 2,241.
- Genevieve traveled to Salem February 8 to provide testimony in support of HB 4152 which would provide \$154,000 in funding to Hood River and Multnomah County Sheriff’s offices for wildfire recovery and preparedness training and equipment. The bill is sponsored by Representative Jeff Helfrich and co-sponsored by Senator Chuck Thomsen.
- Steve Carlson, along with Commissioners Everitt and Sheppard, attended the annual SDAO conference in Seaside, OR. This is a Commissioner report item.
- The Gorgeous Night in Salem legislative reception is now planned to take place March 7. Shuttle service is available from Martin’s Gorge Tours, and Genevieve is actively seeking event sponsors. If you would like to attend, please let her know.



Recreation/Marina

- Installation of GFCI pedestal breakers on South C Dock began on February 13. After one installation at a slip with a connected boat the breaker tripped. Because of the current cold temperatures, we have postponed replacement of any further breakers to prevent boats from freezing. Electricians did complete replacement of the electrical boxes at the Visitor Dock—an effort partially funded through an Oregon State Marine Board grant.

- The final re-dress of the lawn at the Event Site took place on February 13. The entire Facilities Dept. staff contributed to the successful completion of this effort, an important part of the beach replenishment improvement project.



Development/Property

- The Port’s proposed Lot #1 “Infrastructure Framework Plan” was discussed at the Hood River Urban Renewal Agency meeting on February 12. There was unanimous consent to support the Port’s efforts to complete the plan and dedicate City staff time to the effort.
- Livermore Architects has been engaged to put together conceptual development plans for the Maritime lot. The goal is to provide the board with these ideas this spring in conjunction with the budget process.
- The wetland permits for the Lower Mill and John Webber business park have been re-submitted. Additional water use permits are not needed and a redesign will be incorporated into the mitigation site.
- Coffman Engineering, under contract to the Port, has completed their review of Pfriem’s proposal to modify the HVAC system at the Halyard Building. Pfriem will be moving forward with contracting the work in March. This will improve HVAC efficiencies, increase airflow and reduce humidity in Suites 101 and 102. Pfriem has also selected a firm to remediate the mold in the Halyard Building. Work will begin in the next two weeks.
- The City of White Salmon is seeking to create a “rustic” park along the bank of the Columbia River under and east of the Hood River Bridge. It would provide safe and fun access to the river for locals and visitors. A concept plan has been prepared and the city is seeking funding for implementation. Access would be provided from the Mt. Adams Chamber parking lot. The largest expense is expected to be a footbridge over the BNSF tracks.



Airport

- The draft Ordinance 23 and Minimum standards have been sent to the AAC for review and comment. Once comments have been received, staff will present final drafts to the board for approval in March.
- Pageworks is developing public information materials for the roll out of the Fly Friendly program. Staff anticipates having a final public meeting in March to provide updates to noise-reduction measures at the Airport.

Bridge/Transportation

- On February 13, a vehicle crossing the bridge left a trail of medical waste, including used needles and bandages. Facilities Dept. staff completed a cleanup of the hazardous materials at some personal risk. We will obtain better protective gear so staff is prepared if a similar incident occurs in the future.
- Fred reports that at the end of June of 2017 toll payment methods were 51%/49% cash versus Breezeby. At the end of January, the ratio had moved to 41%/59%. By the end of February, the ratio should be getting closer to our target of 35%/65%. Applications for new BreezeBy accounts will likely increase in in late May with the influx of summer visitors.
- Port crews will be replacing the toll house canopy lights on February 20 from 9:00am - 3:00 p.m. Single lane closures will occur and traffic will be routed around and through the Breeze- By lanes. Typical public notice will be issued and the reader board display message will alert bridge users to the flagging and traffic flow change.
- Most BreezeBy marketing efforts, including radio and print ads, will conclude in the next two weeks. Handouts at the Toll Booth and the notice on the Variable Message Sign near the Toll Plaza will continue. Bi-lingual posters are available for display – contact Genevieve if you would like some for your business.
- Hal Heimstra of Summit Strategies has provided for our review a summary of the Trump Administration infrastructure funding package, attached. Staff is monitoring the debate and will report to the Commission should plausible bridge replacement funding scenarios arise.

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Summary of Trump Infrastructure Proposal

After a long wait, the Administration released its infrastructure proposal today along with its budget. The details of the proposal are consistent with what Administration officials have been previewing for months and consistent with the summary document leaked late last month.

The infrastructure initiative is designed to leverage \$200 billion of federal spending into at least \$1.5 trillion in total infrastructure investment and reduce the project approval process to 2 years.

Administration's four overarching objectives (in the Administration's words):

- To stimulate \$1.5 trillion in new investment and infrastructure from \$200 billion direct federal spending derived (paid for) from savings from other areas of the federal budget.
- To shorten the permitting process into two years.
- To invest in rural infrastructure.
- To make improvements in training our workforce so Americans are prepared to take advantage of the jobs that will be created as we build out and improve our infrastructure.

The \$200 billion is divided into the following 5 programs or categories:

- \$100 billion would be dedicated to the Incentives Program, which will have to do the bulk of the initiative's leveraging. Projects would be selected by the Administration based on the following weighting:
 - 50%: securing new, non-federal revenue to create sustainable, long-term funding;
 - 20%: committing new, non-federal revenue for operations, maintenance and rehabilitation over the life of the project's life;
 - 10%: dollar value of the project (larger projects favored);
 - 10%: use of innovative procurement, project delivery, and operations methodologies;
 - 5%: use of new technology; and
 - 5%: economic and social returns of the project.
- \$50 billion would be dedicated to rural infrastructure, \$40 billion of the funding would be made available to Governors via formula to be distributed within their states, the remaining \$10 billion would be distributed as rural performance grants by the Administration based on performance criteria.
- \$20 billion would be dedicated to transformative projects to fund demonstration, project planning, or capital construction of projects that could dramatically improve future infrastructure and become self-sustaining without federal support. The [hyperloop](#) has been used as an example of the type of project this program could support.
- \$20 billion would go to assist in project finance tools, including \$14 billion going to the following existing federal loan programs: Transportation

Infrastructure Finance and Innovation Act (TIFIA), including expanding eligibility to airport projects and non-federal maritime and inland waterway ports; Railroad Rehabilitation and Improvement Financing (RRIF), including the federal government covering the loan subsidy cost to short-line freight and passenger rail; Water Infrastructure Finance and Innovation Act (WIFIA), including expansion to flood mitigation, navigation, and water supply; and Rural Utilities Service (RUS) loan programs. The plan also would dedicate \$6 billion to removing the cap on and broadening the eligibility of private activity bonds (PABs)

- \$10 billion to create a new Federal Capital Revolving Fund to fund purchasing, building or renovating federally owned civilian real property. Current budget scoring has been biasing decision making toward leases, which the Administration calls inefficient.

The Administration's goal of streamlining the environmental review and permitting process to reduce uncertainty and unlock investment would be achieved by:

- Establishing a "One Agency, One Decision," which will create a lead federal agency that would work with permitting agencies to reach a collective decision. After 21 months, all agencies would sign the record of decision, and then the permitting would be done within three months after that;
- Eliminate certain duplicative provisions in environmental laws;
- Expand on current provisions allowing delegation of aspects of the environmental review and permitting process to states;
- Remove application of federal requirements for projects with de minimis Federal share; and
- Create two new pilot programs to test new ways to improve the environmental review process.

The document also calls for a number of additional and significant policy changes, such as allowing the tolling of all Interstates, commercialization of rest areas, and requiring value capture for all transit projects funded through Capital Investment Grants.



February 12, 2018



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

Dear Commissioners,

We extend our sincere thanks to you and the Port of Hood River staff for inviting PNWA to present on February 6th. This was a wonderful opportunity to provide information on our association and our longstanding partnership with the Port. As you saw in our presentation, PNWA is active in a wide variety of policy areas and covers a number of projects related to infrastructure, economic development, trade, and tourism. We work every day with Congress, federal agencies, and partners in the region and around the country to support federal investments in infrastructure and ensure policies are in place to help our members succeed in their own efforts.

PNWA is thankful for our continued partnership with the Port of Hood River. Your support amplifies our voice in the Northwest and in Washington, DC, and helps to provide the breadth and depth needed to be a successful and effective regional trade association. Your participation is especially important as the Administration considers increasing funding for infrastructure and streamlining the permitting process. Your Hood River Bridge replacement will be top of mind as advocate for Northwest infrastructure projects in the coming months.

As we mentioned, we also host a number of meetings throughout the year, including our Regional Meetings scheduled for the next few week, and our Mission to Washington, DC in March. We are looking forward to having the Port join us in DC, and encourage your participation in our other events throughout the year. These feature wonderful learning opportunities, and the ability to network with other ports, transportation stakeholders, our Congressional partners and agency colleagues. Please let us know if we can provide any additional information as you consider your involvement with PNWA.

Thank you again for the opportunity to meet. We are honored to have the Port of Hood River as a member, and look forward to working with Michael, Genevieve, and the entire port team in the coming year.

Sincerely,

Kristin Meira
Executive Director

Heather Stebbings
Government Relations Director

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COMMISSION CALENDAR

February 2018

February 2018						
Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

March 2018						
Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 28	29	30	31	Feb 1	2	3
4	5	6 5:00pm Commission Meeting (Port Conference Room)	7	8	9	10 SDAO Annual Conference (Seaside, Oregon)
11 SDAO Annual Conference	12	13	14	15	16	17
18	19 President's Day - Office Closed	20 Second Review of Administrative Rules 5:00pm Commission Meeting (Port of Hood River)	21 5:30pm Gorgeous Night in Olympia (Capitol Building - Columbia Room)	22	23	24
25	26	27	28 3:00pm OneGorge (Port Conference Room)	Mar 1	2	3

Commission Memo



Prepared by: Anne Medenbach
Date: February 20, 2018
Re: Resolution 2017-18-3, Hood River Energy Plan

In November of 2016, Hood River County created a steering committee which brought together the Ports of Hood River and Cascade Locks, the County, and the City of Hood River to develop an Energy Plan that could provide an overall guide and framework to achieve state goals for sustainability.

In December of 2017, the final draft of the Energy Plan was distributed to the public for input. Energy Plan committee members provided public comment at other agencies' public meetings to explain the plan and the process including the Port of Hood River on December 5th. The public input period has ended and the comments have been incorporated and reviewed. The final plan is attached to this memo along with a letter from Hood River City Council Member Becky Brun that provides a summary of the plan. The full text of the plan (85 pages) is available for download at: <http://bit.ly/2jySewO>.

The City of Hood River has formally adopted the plan. The County is set to adopt the plan on February 20.

RECOMMENDATION: Approve Resolution 2017-18-3 declaring support for the Hood River County Energy Plan.

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RESOLUTION 2017-18-3

THE PORT OF HOOD RIVER BOARD OF COMMISSIONERS, HOOD RIVER, OREGON
ORGANIZATIONAL COMMITMENT TO THE HOOD RIVER COUNTY ENERGY PLAN

A RESOLUTION OF THE PORT OF HOOD RIVER COMMISSION WHICH DEMONSTRATES A SIGNIFICANT COMMITMENT (HEREIN REFERRED TO AS "PORT") TO ESTABLISH AND IMPLEMENT POLICIES, GUIDELINES, GOALS, AND STRATEGIC ACTIONS TO PROMOTE A HOOD RIVER COUNTY ENERGY PLAN.

This Resolution is a commitment to use the Hood River County Energy Plan a blueprint to improve community resilience, increase energy independence, and increase economic benefits related to energy use in Hood River County while reducing emissions from the burning of fossil fuels.

The scope addresses the energy generated or used within the county of Hood River. It includes objectives and strategies to address energy use efficiency, energy source and its corresponding fossil fuel implications, local energy generation, energy impacts of personal, commercial and mass transit, and the infrastructure decisions impacting energy use. Specifically, the plan addresses four focus areas:

- Buildings Design Construction and Occupancy
- Transportation and Land Use
- Agriculture and Water
- Community-Scale Solutions

All objectives strategies, and potential actions aim to help the county of Hood River increase investment in energy efficiency and renewable energy projects, achieve energy generation control, stability and price security, and provide key services in the event of emergency.

WHEREAS, the Port of Hood River has a long-standing history of energy efficiency and renewable energy development — to reduce energy costs, hedge our bets against rising energy costs in the future, and increase our community's resilience to warming temperatures natural disasters, both natural and human caused.

WHEREAS, Climate change threatens to significantly impact the surrounding natural environment and resources on which Hood River County's economy and livability depends.

WHEREAS, Warming temperatures are already impacting the county — vanishing snowpack, declining stream flows, severe storms, prolonged drought, and increasing wildfire risks threaten public health, food security, business supply chains, recreation, tourism and quality of life — and these impacts are projected to become much more severe in coming decades.

WHEREAS, the threat of man-made and natural disasters — ranging from oil train derailments to wildfires to earthquakes — is more imminent than ever before, and the county's dependence on out-of-state energy makes us vulnerable during emergencies as well as to volatile price changes from national and international markets.

WHEREAS, we have a responsibility to analyze our energy use — one of the community's biggest expenses — and determine ways to more efficiently and cost-effectively procure and consume it.

WHEREAS, the energy industry is rapidly changing and there are increasing opportunities to invest in an energy future that provides good local jobs, generates clean power, saves taxpayers money, and could allow the county to be a refuge in times of emergency.

WHEREAS, recognizing that the ability to solve these complex problems requires collaboration and communication with public and private partners, Hood River County in 2016 invited local partners and stakeholders to work together to develop the Hood River County Energy Plan. The specific overarching goals of the plan are as follows:

1. Reduce fossil fuel emissions related to energy use in Hood River County. Specifically, replace 30%, 50%, 80% power generated from fossil fuels with clean, renewable energy in buildings, water systems, and transportation by 2030, 2040 and 2050 respectively, as compared with 2016 levels.
2. Improve resilience and energy independence. Specifically, generate 50% of the county's energy needs with local, diversified energy sources and storage capacity by 2050. Increase overall capacity, price security, energy generation control and stability, and provide key services in the event of emergency.
3. Increase investment in locally produced power. Specifically, strategically develop and utilize \$25 million in revolving funds by 2025 to enable local clean energy projects and create a business environment that supports the Hood River County Energy Plan goals.

NOW, THEREFORE, BE IT RESOLVED, that the PORT OF HOOD RIVER will work with others supporting this plan to address the three goals outlined in the plan.

BE IT FURTHER RESOLVED that the PORT OF HOOD RIVER will use the Energy Plan as a guiding document and, when determined appropriate, incorporate the Energy Plan's goals, strategies and actions.

BE IT FURTHER RESOLVED that the Executive Director will aspire as part of ongoing strategic planning efforts to keep the Board of Commissioners aware of the goals, guiding principles, and action strategies provided in the Hood River County Energy Plan for Port operations; and

AND FINALLY, BE IT FURTHER RESOLVED, that the Port through all the initiatives described above hereby acknowledges its commitment to the residents of the county of Hood River to provide a more stable, resilient energy future for its residents.

Adopted by the Port Board of Commissioners this the _____ day of _____, 2018, and effective immediately.

Hoby Streich, President

Brian Shortt, Vice President

Ben Sheppard, Treasurer

John Everitt, Secretary

David Meriwether, Commissioner

Jerry Jaques, Legal Counsel

Dear Hood River Port Commissioners,

After more than a year and hundreds of hours of volunteer work, we are pleased to present the final Hood River County Energy Plan. Since we last presented to the Commission, the Hood River County Energy Plan Steering Committee has reviewed public comment, copyedited the plan, expanded the Energy Plan Steering Committee, and researched best practices for pursuing plan strategies. Thanks for this opportunity to update you on the public comment process and alert you to relevant plan changes. In addition, we'd like to thank you for your ongoing participation and financial support, and request your involvement in our next phase.

Summary of public comment

The Hood River County Energy Plan Steering Committee collected 27 comments on the energy plan. Of these 27 comments, 24 supported the concept of reducing energy use and increasing local energy generation in Hood River County, one utility and one Washington resident said not sure, and one utility did not answer the question but expressed interest in some of the plan's strategies. A vast majority of respondents expressed that they were impressed by the plan and grateful for the efforts involved. Suggestions typically flagged additional opportunities or suggested prioritization of elements. A complete record of public comment is attached.

Summary of substantial plan changes

The HRC Energy Plan Steering Committee reviewed comments most relevant to their focus area and made changes where appropriate. As a disproportionate share of comments were most relevant to the Buildings Focus Area, the Buildings Subcommittee provided an additional response to Public Comments to formally document their comment review process (also attached in Public Comment Packet). In addition to minor clarifications, typo corrections, and additional examples, the Hood River County Energy Planning Committee made the following changes to the energy plan.

- We reworded the Vision Statement to prioritize resilience, energy independence and economic vitality before fossil fuel emissions (page 29).
- We expanded what resources could be included in Goal 2. Instead of calling for Hood River County to generate 50% of its energy needs from *new* local diversified energy sources and storage capacity by 2050, the goal now includes existing local generation resources in the 50% target. Note: Hood River County already generates approximately 18% of its energy from local small-scale hydro and solar (page 30).
- We clarified and specified objectives where possible, but their content remains the same. We further emphasized that Objectives are 2030 targets. Substantial clarifications were made to Transportation and Land Use Objective 5 (page 59) and Community Scale Solutions Objective 1 (74).

- We identified disparities in economic burden and encouraged pursuing opportunities that mitigated economic burden and expanded benefits related to energy use. Specifically, we added information regarding economic burden in Hood River County to the baseline section (page 22) and the plan now recommends increasing focus on “energy burdened communities and industries” (page 41) and we encourage the pursuit of cost-effective financing and ownership models that expand access to renewable energy such as Community Renewable Energy Development models (71, 75).

Summary of energy planning efforts accomplishments to date

The benefits of planning for energy go beyond the HRC Energy Plan. Since the energy planning process began in September 2016, the Hood River County Energy Planning Committee has raised over \$108,000 in grants and loans to support local projects, including:

- \$69,000 Pacific Power Blue Sky Grant to fully fund a battery ready solar project on the Hood River County Health Department.
- \$22,000 raised from Hood River and Oregon investors to finance a solar system on the City of Hood River Public Works Building. The system cost city taxpayers nothing, and saved the city money on electricity costs in the first year.
- \$10,000 from the Ford Family Foundation to support the Hood River County energy planning process.
- \$10,000+ from the Department of Energy for renewable energy project technical assistance and energy planning projects.

Beyond financial resources, the HRC energy planning process has galvanized an impressive amount of human capital, uniting diverse agencies and groups. In addition to the creation of the Hood River County Energy Plan, those achievements include but are not limited to:

- Over a 1,000 hours of volunteer labor
- 30 + individuals, 3 utilities, 5+ nonprofits, and 3+ businesses
- 3 public Community Town Hall events
- 1 informational video with over 3,000 views

Next Step Request

While we are energized by what we've been able to accomplish together thus far, we know this is just the beginning. Our progress will depend on how successfully we continue to leverage resources and work together in pursuit of the multi-benefit strategies outlined in the plan. The Energy Plan Executive Committee would like to invite Michael McElwee and any interested Port Commissioners to join a government leaders roundtable discussion in March to discuss the Port's priorities as they relate to the energy plan. Marla will be following up with you about the date and time of that meeting.

That roundtable discussion will help us prepare for the Energy Plan Strategic Planning Workshop scheduled for April 4th from 6:00-8:30 p.m. to determine implementation priorities for the near term. This workshop will be led by Titus Tomlinson, Program Coordinator with the RARE program. This workshop is open to the public as well as elected officials. RSVP is appreciated. If you know others from the community we should invite, please let Marla know.

Thank you for your support of this effort over the last two years. With the passage of a resolution in support of the Hood River County Energy Plan, this will mark one of the most collaborative governing body planning efforts in recent history.

Sincerely,

Becky Brun

Hood River City Council Member, Hood River Energy Plan Steering Committee Co-Chair

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Commission Memo



Prepared by: Fred Kowell
Date: February 20, 2018
Re: PSquare LLC, Task Order 4

The Port has migrated to a new back-office operating system created by PSquare. Under the original contract, PSquare was responsible for migrating the existing functionality of our existing system to a new operating platform; create a new back office operating system; and create a web portal for the BreezeBy customer account management. This original contract, known as Task Order 1, was to be completed over three phases, which we are all now in the final phase.

Task Order 2 was issued to provide ongoing maintenance and support, and development planning for the next phases. Task Order 3 created a robust platform that will allow for various toll rates by vehicle class/type and payment type. (The old system did not have this functionality nor was it part of the original contract.)

This Task Order 4 will address the IDRIS controllers that are past their useful life and starting to fail. When the Port installed new IDRIS loops, we did not replace the IDRIS controllers since they had never failed or showed signs of failure. The IDRIS controllers take the signal from the loops and use algorithms to determine the axle counts for vehicles that pass over the loops. The Port can either replace the IDRIS controllers with new ones, but this would be more expensive than the new technology that is being used today.

An automated vehicle classification system (AVC) uses laser technology that identifies a vehicle type or classification. This technology is more accurate than IDRIS due to its ability to scan a vehicle and match that vehicle type to a classification. This new technology is cheaper than replacing our current IDRIS controllers with new ones, and there is improved accuracy in the calculation of the appropriate toll of each vehicle. This is especially true when it comes to vehicles towing trailers. The IDRIS failure rates are higher when vehicles stop and start. The AVC scans a vehicle and matches the picture with other vehicle types which provides a lower failure rate.

Included in Task Order 4 is the purchase of camera technology for automatic license plate recognition (APLR). We are only purchasing license plate recognition for one lane which will be tested over a period of a year. This final phase of automating our toll facility will require agreements with the DMVs of Oregon and Washington.

As a side note, the Port of Cascade Locks is purchasing the same equipment such that all the back-office business rules will be the same.

This project has been in our financial forecast for next year, but not in our current budget. However, the auxiliary truss project cost less than budgeted by \$73,000 such that if approved, this work can fit in our current budget.

RECOMMENDATION: Approve Task Order 4 with PSquare for the purchase, installation, configuration, and testing of and AVC and ALPR system, not to exceed \$73,600.

TASK ORDER 4
SCOPE OF SERVICES
for
ELECTRONIC TOLLING SYSTEMS SUPPORT AND DEVELOPMENT

February 20, 2018

This Task Order No. 4 pertains to a Personal Services Agreement, ("Agreement") by and between Port of Hood River, ("Port"), and P-Square LLC ("Consultant"), dated February 20, 2018 ("the Agreement"). Consultant shall perform Services on the project described below as provided herein as the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall pertain to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port has upgraded its toll collection system due to the obsolescence of the Windows XP operating system and the inability of acquiring legacy consulting assistance. The new system's hardware and software is similar in functionality to what was in operation before. However, the Port has identified that its existing IDRIS controllers are starting to malfunction, and as such require the use of a different technology that will function with its current hardware and features, such as its multi-protocol sticker-style transponders, lane controllers, ETBOS back office system application and a future violation processing system that will be beneficial to our public.

The Port has procured P-Square Solutions LLC and has completed the migration to a new platform that will require ongoing system support for the lanes, loops, controllers, back office, web portal, and some development of the new systems. This contract will provide professional services to install the replacement hardware and software for the existing IDRIS system. This project will provide enhancements due to the technology used to more accurately track vehicle traffic across our toll facility. This agreement gives the Port continued access to specialized expertise for quality control over the project management, the new business rules for this new technology and continued support of our major system application.

PART 2.0 SCOPE OF SERVICES

Task 1 : Tolling Systems Upgrade Support

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

- Install an Automated Classification system (including installation, integration with the lanes, and validation. This will include validation with our current back-office systems. Each unit shall include two (2) laser scanners, one AVC processor. Cost will not exceed \$46,000 for 4 units.

- Install violation enforcement camera and ALPR (front and back) for one lane. This will include a front and back camera, ALPR processor, and a light source. Cost will not exceed \$18,400.
- Acquire and configure and AVC spare which includes two (2) laser scanners and a AVC processor, in case of malfunction or damage to the other units. Cost will not exceed \$9,200.
- Continued trouble shooting of issues that arise due to known and unknown events such as power failures, user errors, and software updates.

Assumptions

The following assumptions are made:

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

Deliverables

The following items shall be delivered to the Port:

- Installation of above hardware, which includes configuration and testing of hardware and software interface.
- Software business rules may or may not need to be changed due to future efficiencies that come forward during project testing.
- Written deliverables in electronic format as requested

Task 2: Project Management & Administration

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

- Provide billings of services performed when tasks are complete or are determined by contract. Schedule updates shall be provided with month progress reports.

- Correspond with owner regarding planning and development tasks, billing, expenses, efficiencies and customer value and deliverables;
- Perform Quality Control (QC) testing before any patch or enhancement is updated to the production environment and communicating such deliverables to Port staff;

Deliverables

The following items shall be delivered to the Port:

- Invoices and progress reports ● Monthly conference/meetings

PART 3.0 PORT'S RESPONSIBILITIES:

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

PART 4.0 PERIODS OF SERVICE:

This contract is for the period ending September 30, 2018. Notice to proceed to Consultant is assumed to be not later than March 15, 2018.

PART 5.0 PAYMENTS TO CONSULTANT:

The total professional service fees for labor for this Task Order No. 4 shall be a not-to-exceed amount of \$73,600. Travel and related expenses or equipment costs are to be billed separately and will be reimbursed at cost. These costs are not part of the not-to-exceed amount of this Task order project.

PART 6.0 OTHER:

None

This Task Order is executed this _____ date.

PORT OF HOOD RIVER

P SQUARE SOLUTIONS LLC.

 NAME: Michael McElwee

 TITLE: Executive Director

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

 NAME:
 TITLE:

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

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Port Of Hood River Vehicle Classifier and ALPR Upgrade



(17)



AVC System Description

The TDS Automatic Vehicle Classifier has been installed in various sensor configurations at locations all around the world since it was designed and patented in 1996. While the basic conceptual design has remained the same, the sensor suite has been expanded and upgraded over the years to take advantage of new technologies.

The design recommended for POHR is based on our laser measurement system that was first developed for BCFerries in British Columbia. The system uses 2 lasers for to track vehicles through the lane and to develop a 3 dimensional profile of each vehicle which is analyzed to determine the classification. The systems at BCFerries have been in service since 2014, and have proven their ability to work in all weather conditions.

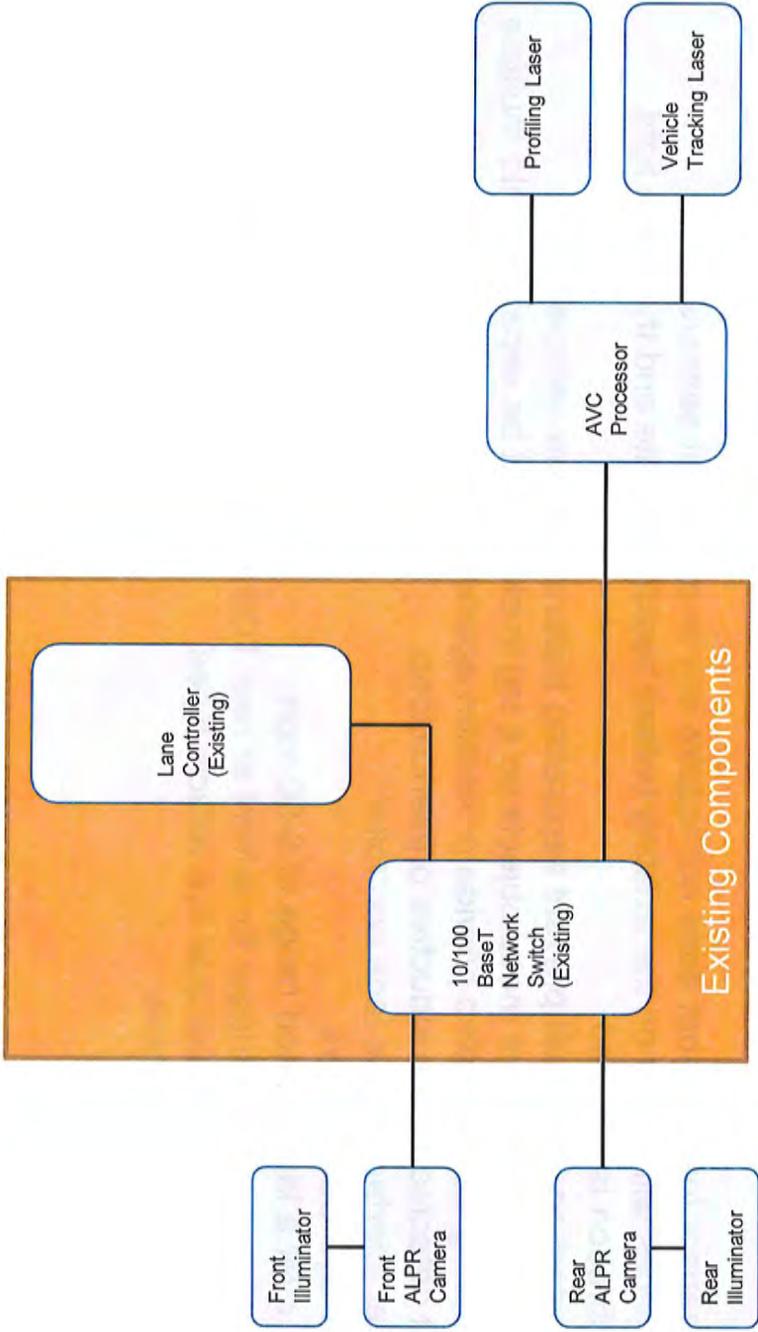
The POHR system will use the latest generation lasers which are very compact and have no moving parts. The laser is made by LeddarTech. For an in-depth description of the technology go to www.leddartech.com.



Vehicle Classifier Upgrade Features

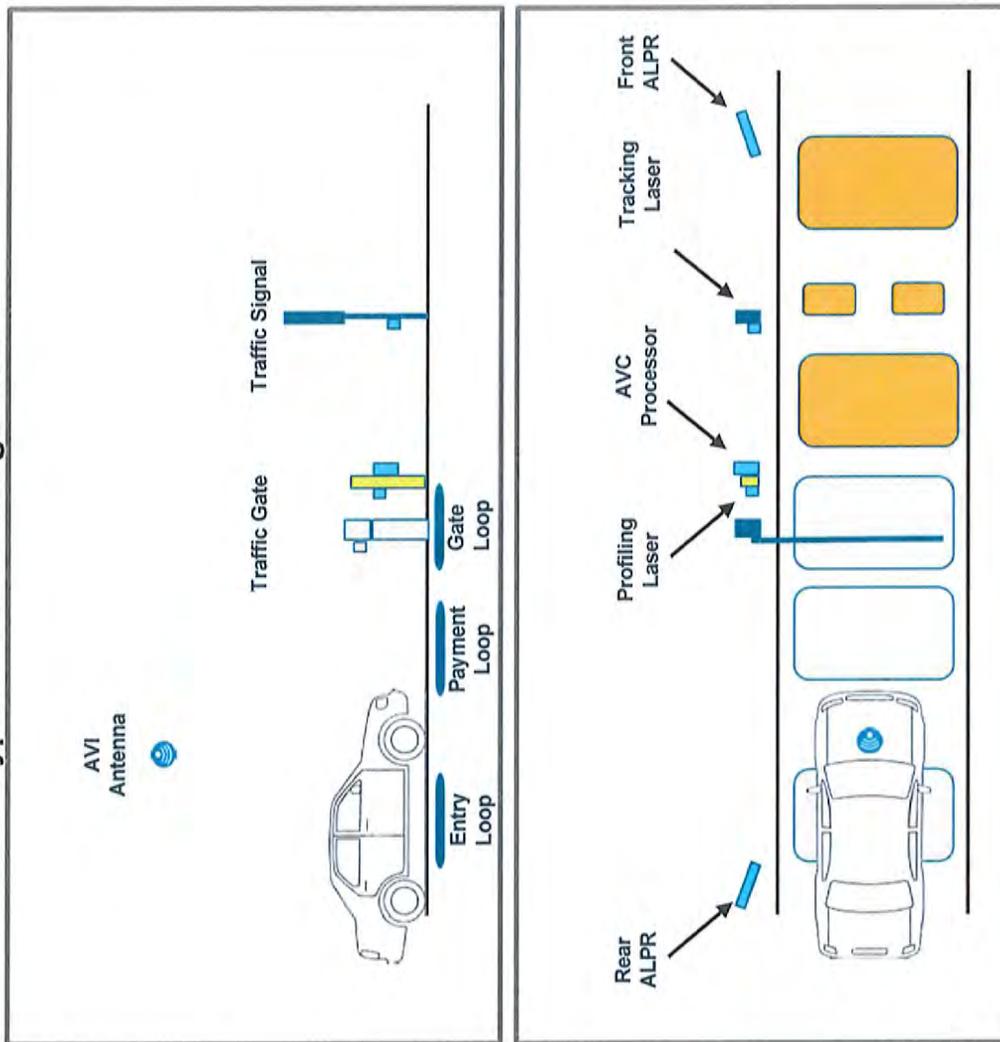
The classification for each vehicle is currently provided by the Idris system. This functionality can be replaced by the laser based TDS Automatic Vehicle Classifier. The TDS system includes the following features:

- Small sensor footprint that does not require any in-pavement sensors
- The devices will mount on the existing bollard beside the gate and the traffic light.
- No calibration is required
- Hitch detection which will prevent separating trailers from tow vehicles
- Detects wood as well as metal objects so a log truck will not be separated into multiple vehicles
- The profiling laser will also provide protection against lowering the gate arm on non-metallic objects which are not detected by the inductive presence loop.
- Ethernet interface to the lane controller
- Class 1 Eye Safe Lasers
- Works over a large speed range of 0-50 mph
- Will provide a camera trigger for a front or rear TDS ALPR camera if this option is added in the future.
- Can report duals for most dual tire vehicle types
- Simple installation process

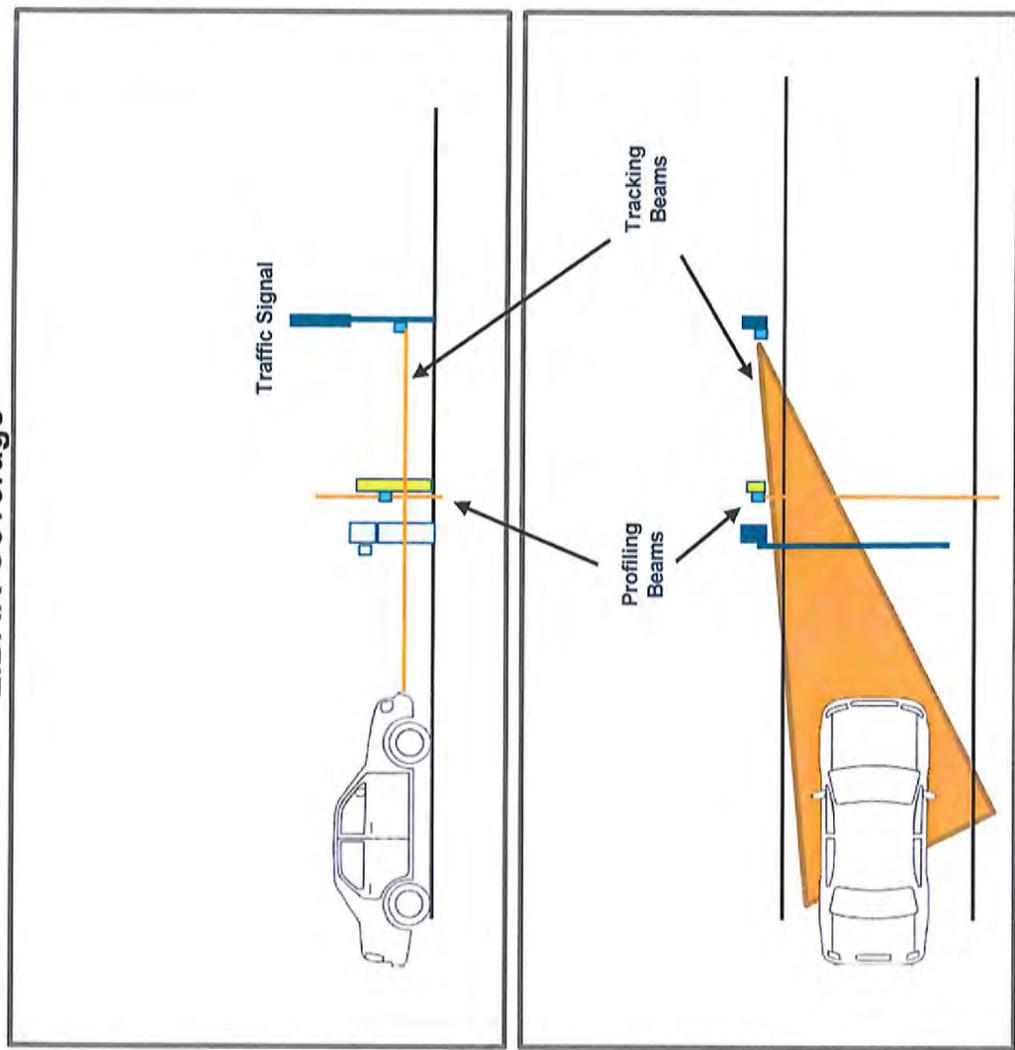


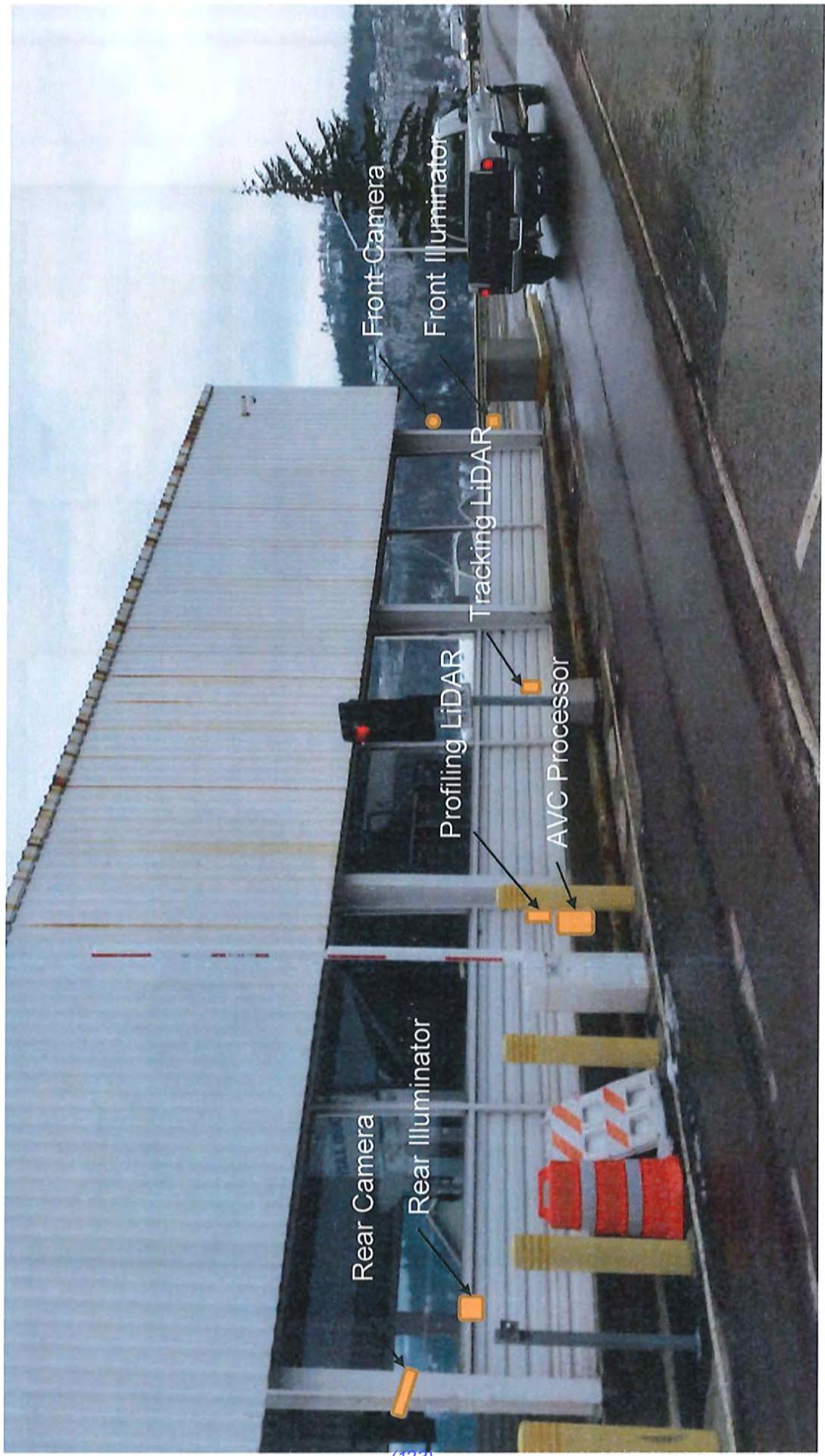
POHR AVC/ALPR Lane Components

Bypass Lane Configuration



LiDAR Coverage





Date: 2015/05/19

Time: 10:08:08

Total Vehicles: 18

System Status: Ok

Customer Display

Feet Metres

Wireframe Animation

Get Last Edited Vehicle

Lane Clear

Advance Vehicle Queue

10:05:59

34541

10:05:45

34540

Above Lane (ft)

Size: Length = 31.1 ft, Max Height = 11.7 ft

10:05:13

34538

10:05:00

34537

31 FEET

HEIGHT: **11.6 ft**

CLEARANCE: **18 in**

34539

31.1 ft

9.4 m

Wire Frame (Scanner 2): Max. Width - 9.58 ft, Length - 31.1 ft, Max. Height - 11.7 ft

Vehicle Length (ft)

Existing Idris System Rack

There are 2 existing Idris system racks located in the booth; 1 for lanes 1 and 4, and 1 for lanes 2 and 3. Each Idris system consists of the following components:

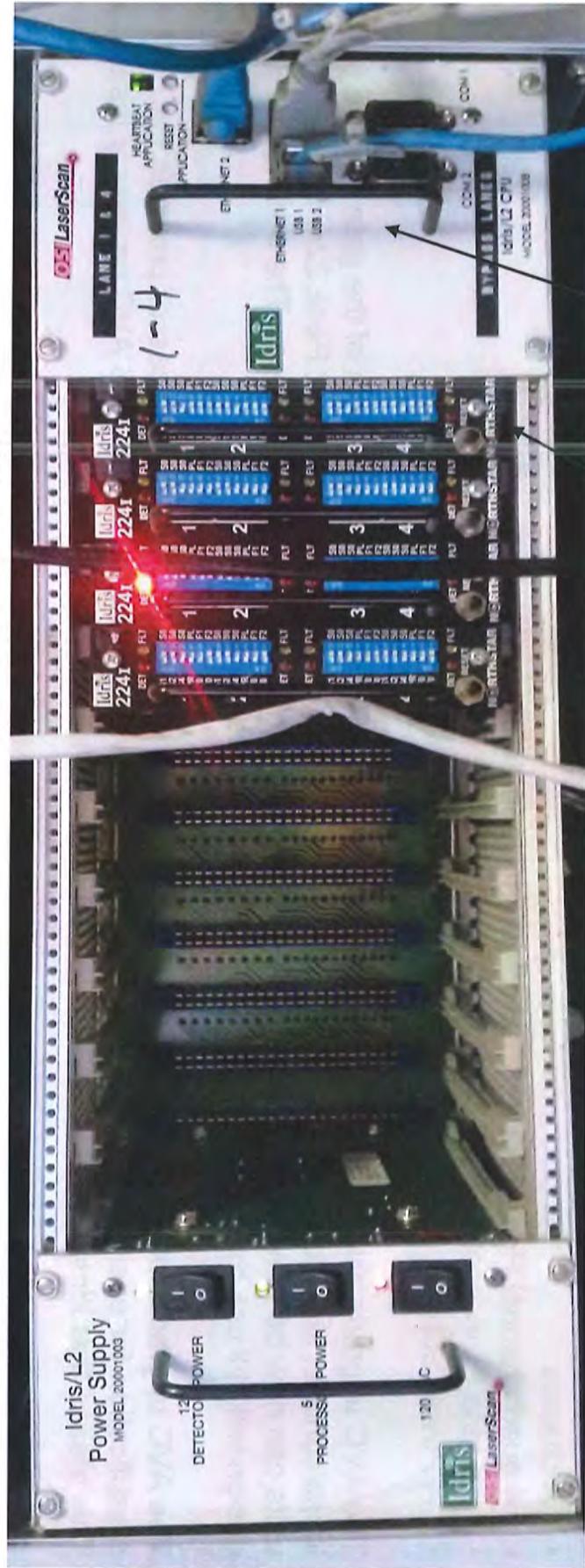
- A chassis
- 4 quad channel Peek 224i loop detectors (16 loop detectors total)
- An Idris Processor
- A Power Supply

The AVC upgrade will remove the need for all of the loops (8) that are downstream of the gate. These 8 loops connect to 8 loop detector inputs on the Idris chassis, which translates into 2 Peek 224i units. These 2 units can now be used for spares for the remaining loop detectors that are still in use. The updated lane design will still use the entry loop and payment loop in each lane.

The AVC upgrade will also remove the need for the Idris processor. The Idris processor provides the PVR classification for each vehicle currently. This message will be provided by the TDS AVC processor instead. This means that Idris processor can be turned off/removed from the chassis.

This means that POHR will not have to buy any Idris spares as the AVC upgrade will result in 2 spare loop detectors per chassis.

Lane 4 Lane 1



These cables will be disconnected and this module will be removed as part of the upgrade

This Loop Detector is no longer required and can be used as a spare after lane 1 AVC upgrade

Idris Unit for Bypass Lanes (1 & 4)

Existing Peek Loop Detector 224i

The Peek 224i loop detector is the interface to the each of the loops in the lane. Each loop detector has 4 channels, with each channel communicating with 1 loop. This unit is still available for purchase from Peek Traffic.

The 224i reports vehicle presence for a loop using 2 interfaces. The first interface is an analog switch closure that is connected directly to the Lane Controller discrete interface module. This is how the lane controller detects vehicle presence for the Entry and Pay loops. This reporting is not related to the Idris Processor and will not be affected when the Idris processor is removed.

For the vehicle classification loops which are located downstream of the gate, the 224i reports the sampled loop signal over a serial channel on the back plane of the card chassis, to the Idris processor. Since the new AVC design replaces these loops, and removes the Idris processor, this reporting is no longer required.

AVC Summary

The TDS AVC system will replace the existing Idris classifier, and remove the need to buy spare parts for it. The new system will do a better job of axle counting than the Idris system and provides an upgrade path to current technology for which spare parts will be available for several years.

The new system can be installed in a few hours and does not require any modifications to the road surface.

Once all 4 lanes are upgraded, the loop detectors for all lanes can be consolidated into one rack, which will result in a spare chassis and a spare chassis power supply.

ALPR Overview

TDS has been delivering ALPR cameras for toll operations since 2004. Our current generation camera provides the following features:

- Read rates typically greater than 90%
- State determination available
- Ethernet interface to Lane Controller
- OCR performed on LPR Processor
- ALPR results stored in each image in EXIF header
- Onboard web server allows image review directly from camera
- Supports various transfer protocols for upload to Back Office System
- Available in Color or IR
- Simple installation process

The brochure for our SightingPro series camera can be found at:
<http://transportdatasystems.com/brochures/br-sightingpro.pdf>

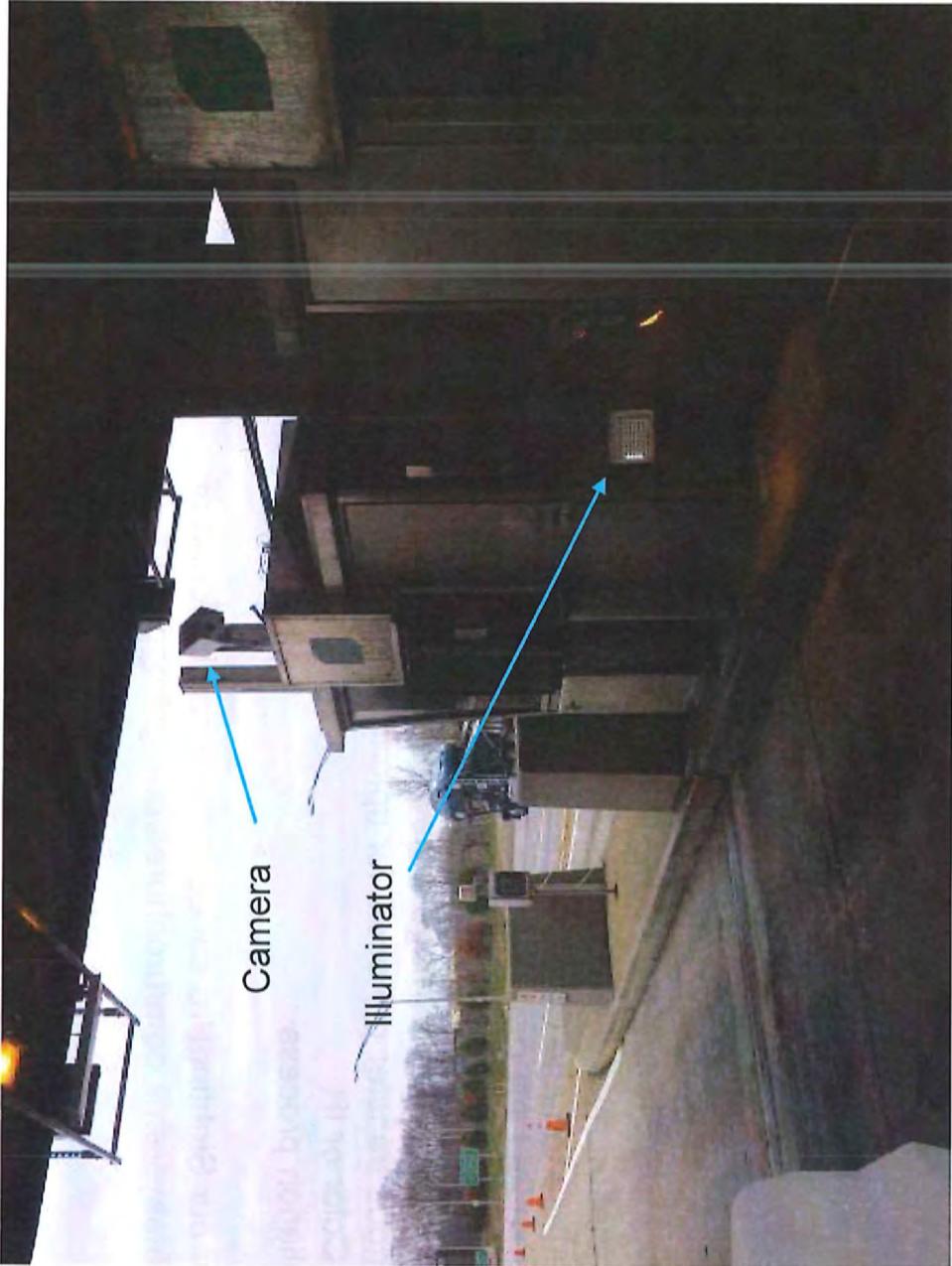
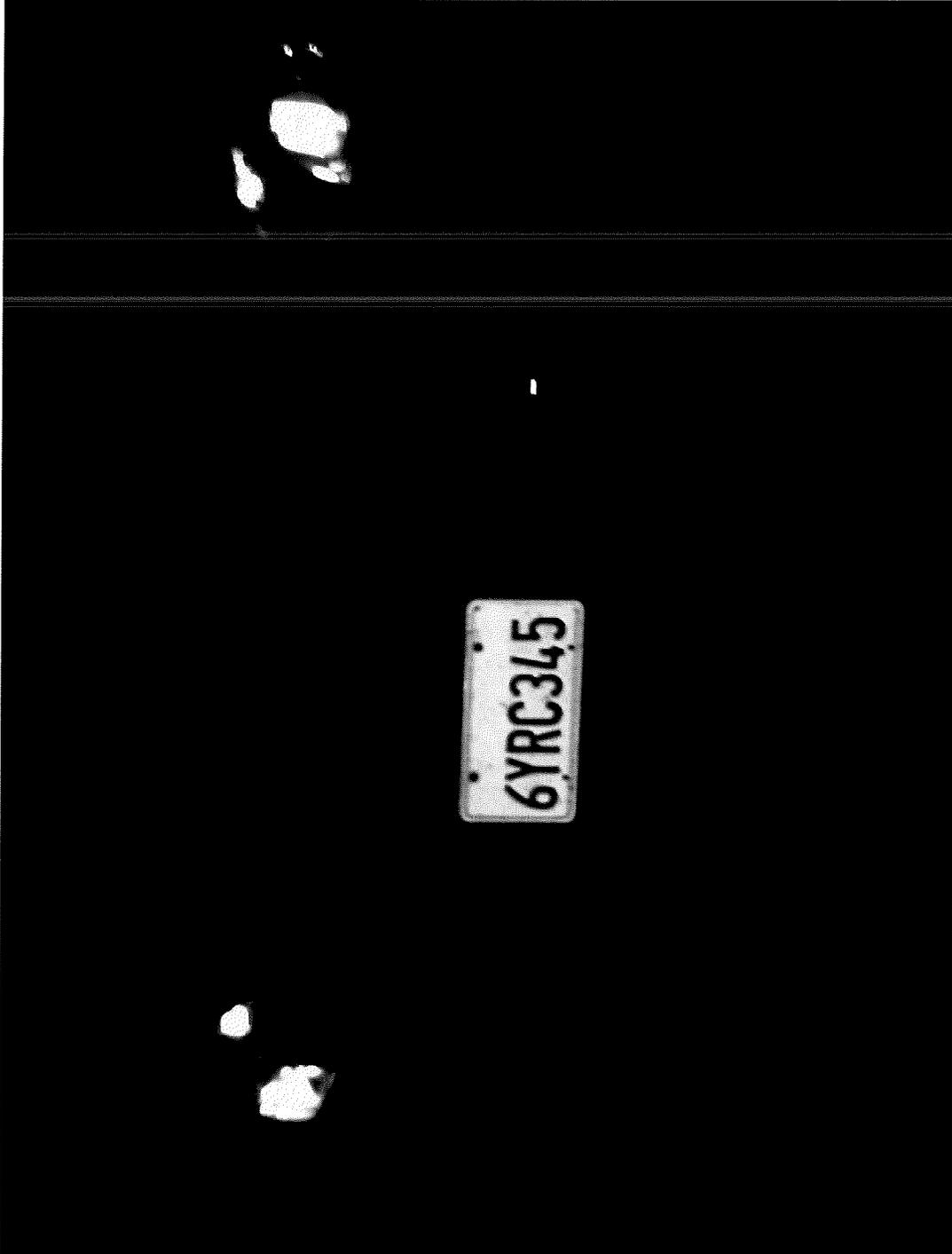




Plate: 2RF096
State: OK
Conf: 87



PRICING FOR AVC Upgrade for four(4) Lanes AND VES Cameras for one (1) Lane

Description	Qty	Unit Price	Sub-Total
Automated Classification System (including installation, integration with the lane, and validation) - Each Unit Includes two(2) Laser Scanners, one AVC Processor	4	\$ 11,500	\$ 46,000
Violation Enforcement Camera with ALPR (Front and Back in each lane) - Each Front and Rear Camera includes Camera, ALPR Processor, and Light Source AVC Spare	1	\$ 18,400	\$ 18,400
- Includes two(2) Laser Scanners and an AVC Processor VES Camera Spare (none provided)	1	\$ 9,200	\$ 9,200
	0	\$ 18,400	\$ -
Total			\$ 73,600

NOTE-

- During meeting with POHR on Jan 30th, P-Square was requested to provide a quote for an AVC Replacement for all the lanes, and to install one set of VES Cameras (Front and Back) for one lane. The VES Cameras will not be integrated with the ETH at this time. The cameras will allow POHR to review images and License Plates and get an understanding of the technology as it plans to implement Violation Enforcement at POHR and possibly All Electronic Tolling (AET) in the near term future.
- Includes installation, mounting brackets, NEMA Cabinets in the toll zone to accommodate the AVC Processor.
- A local electrician and a TDS installer will perform the installation.
- Includes installation of conduits (surface mounted) for AVC Sensors to the AVC Processors and network cabling to the Switch in the booth.
- Each Lane with AVC will consist of two Laser Scanners and the necessary mounting brackets, NEMA Cabinets, AVC Processors, surface mounted conduits, and cables (Power and data).
- Includes necessary AVC software license and per camera ALPR License.
- Cameras will store images (older images will be automatically purged) and images will be accessible over the network via a web browser interface.
- This proposal does not include integration of the ALPR License Plate info in the transaction record. Additional Lane Software changes, ETH Change will be needed.
- Spare AVC consists of two Laser Scanners and 1 AVC Processor with manufacturer provided cables only. Will not include mounting brackets and other paraphernalia.
- No VES Spares Provided.

Schedule and Payment Milestones

Schedule & Payment Milestone	Payment Due
NTP – 30% downpayment	\$ 22,080
12 Weeks – Receipt of hardware and factory testing	\$ -
1 Week – Shipment to POCL	\$ -
1 Week – Installation of hardware – 60% payment	\$ 44,160
3 Weeks – System Acceptance – 10%	\$ 7,360
Total	\$ 73,600

Commission Memo



Prepared by: Fred Kowell
Date: February 20, 2018
Re: Bridge Security Cameras

Since the vessel allision to the pier of the north tower in 2016, the Port has planned to install security surveillance of the bridge's control room, southbound traffic congestion and vessel traffic under our lift span. The need was further amplified last year with the vandalism attack to the control room and the north tower.

As part of the toll system upgrade, the Port is installing a camera system package that upgrades the camera server to allow access by multiple users to review video footage. This installation includes low-light camera technology, replacing the cameras at the toll booth and installing new cameras at the lift span. New cameras will also depict barge traffic under the bridge. There will also be a new intrusion alarm system for the lift span control booth installed.

With this significant upgrade to the camera server, multiple staff members will be able to review video footage. This package will also provide the toll booth with the ability to see southbound traffic (congestion), an improvement to traffic control.

Since we are using wireless technology to retrieve the video signal, the cost is higher than cutting over from the fiber connection. The Port received a \$5,000 security grant from Special Districts Association of Oregon to assist in funding this security video package.

RECOMMENDATION: Approve the contract with Aset Advanced Security & Electrical Technology, Inc. for an amount not to exceed \$34,000, subject to legal counsel review.

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

1. This Contract is entered into between the Port of Hood River ("Port") and Aset Advanced Security & Electrical Technology, Inc. ("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 \$34,000. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through the period the work in Exhibit A is completed. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, 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 activities 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

 Signature _____ Date _____
 Title: _____
 Address: _____

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

Federal ID or Social Security Number: _____

**Personal Services Contract
Exhibit A**

-
- I. SCOPE OF WORK: Upgrade Video surveillance system at the tolling facility. Provide and install Video Surveillance system at locations agreed upon by both parties. Existing cabling and network will be used when available. Port will provide electrical outlet, flagger service and lift rental.**
-

II. DELIVERABLES AND TIMEFRAME:

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

- Installation of 1 – Samsung 32ch 4k NVR with 24 TB storage.
- Installation of 1 – 5MP bullet camera
- Installation of 7 – 5MP dome cameras
- Installation of 1 – fisheye dome
- Installation of 5 – wall mount adapters with caps, backbox and pole mount adapter
- Installation of 2 – Cisco L2 and L3 10 port GB PoE switch with SFP
- Installation of 3 – Fast series wireless radios with mounts
- Installation of 1 – 16ch NVR no HDD (toll booth) and 21.5" monitor with wall mount
- Installation of 2 – Minuteman 900 VA UPS
- Installation of 1 – Hardware/cables/materials and conduit
- Installation of and setup as well as Proline SFP fiber connection.
- Installation of Intrusion Alarm System to Control Room

The due dates for the deliverable(s) shall be: Before the end of April 2018.

III. CONSIDERATION:

This Contract shall not exceed \$34,000.00.

Reimbursables under this Contract shall be purchases of hardware outside of this contract.

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

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

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

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Commission Memo

Prepared by: Kevin Greenwood
Date: February 20, 2018
Re: Bridge Replacement Consulting - Clary
Consulting Company



Lowell Clary, Principal of Clary Consulting Inc., served as a panelist during the Port's Bridge Replacement Finance Options work session on January 18. Mr. Clary has been in private consulting since 2008 assisting municipal and state agencies with transportation procurement and financing. He also served as the Asst. Secretary at the Florida Dept. of Transportation. Clary has worked on similar projects in Colorado, Seattle, Connecticut, Florida and North Carolina and has decades of experience developing tolling models, financial analysis and procurement methods.

Staff recommends the Port enter into a contract with Clary Consulting Inc. to advise on bridge-related procurement and environmental tasks, including reviewing budgets, schedules, and coordinating with Chuck Green, the Port's EIS advisor. If approved, Clary would also serve as the Port's Project Delivery Administrator through this contract.

The \$40,000 contract would be used sparingly in the first several months and would be reimbursed through the \$5 million Oregon state legislative appropriation.

RECOMMENDATION: Approve contract with Clary Consulting Inc. for bridge replacement consulting services not to exceed \$40,000 plus reasonable reimbursable expenses.

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**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK:

Provide advisory services for developing the project delivery process, including budgets, schedules, coordinating with EIS advisor when appropriate as requested by staff. Serve as Port's contract Project Delivery Administrator.

II. DELIVERABLES AND TIMEFRAME:

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

As requested by Port staff.

The due dates for the deliverable(s) shall be:

Completion of all work products by **September 30, 2018**.

III. CONSIDERATION:

Hourly rates under this Contract shall be:

Professional services at \$340 per hour loaded rate (this includes all costs including travel expenses). Hours are not charged for travel time unless actual work is performed during travel time.

No reimbursable expenses.

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

Invoices for services will be submitted on a monthly basis. Payments due which exceed 90 days from date of invoice may be subject to a monthly charge of 1.5% of the unpaid balance (18% annual).

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



**Personal Services Contract
Exhibit B**

INSURANCE

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

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

Required and attached

Certified by Contractor: _____

Florida coverage - covers Oregon per DCBS - note limits to 25 days / calendar year - will purchase Oregon policy if needed

[Signature]
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

- 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

- 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

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

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

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Commission Memo



Prepared by: Anne Medenbach
Date: February 20, 2018
Re: FBO Agreement- Amendment No. 2

On May 31, 2015, the Port executed a Fixed-Based Operator (FBO) agreement and land lease assignment transfer from Classic Wings to Hood Tech Corp., Aero Inc. (HTCAI). The original FBO agreement had a termination date of 2019, however, the assignment transfer terminated the agreement on December 1, 2017. The reason for this termination date was that HTCAI and the Port were in negotiations regarding development on the north and south sides of the airport. Due to the new development, both parties understood that the current FBO agreement was going to change in substantial ways and they wanted a closer deadline to ensure negotiation for those changes was complete before development began on the north side.

In November of 2017, the board extended the FBO agreement to March 1, 2018. Since that time, staff has developed new Minimum Standards and revised Ordinance 23 which, if approved, would both create new standards for FBO operations and necessitate changes to the FBO agreement. Those documents are currently under review with finalization expected in March. Staff anticipates an amendment of the current FBO agreement be necessary at that time. That amendment would likely include:

1. Changes to insurance requirements.
2. Extension of the term through 2019 or when a new agreement is negotiated based on north side development, whichever occurs first.
3. Additional changes required by the new standards.

Staff recommends a new FBO agreement be negotiated in tandem with the north side FBO development process as those negotiations may inform the agreement in ways we can't currently foresee. Staff therefore recommends extending the current agreement until that time through this Amendment No. 2.

RECOMMENDATION: Approve Amendment No. 2 to the FBO Agreement with Hood Tech Corp., Aero Inc. for Fixed Based Operations at the Airport.

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**AMENDMENT 2 TO FIXED BASED OPERATOR AGREEMENT AND
LAND LEASE TENANT RIGHTS**

Whereas, the Port of Hood River ("Lessor") and Hood Tech Corp., Aero Inc. ("Lessee") entered into a Fixed Based Operator agreement and a land lease of 3,000sf, effective May 31, 2015 ("Agreement"); and,

Whereas, the Agreement was extended to expire on March 1, 2018 with Amendment No.1 on December 6, 2017, and;

Whereas, Lessee and Lessor would like to extend the Agreement to terminate June 1, 2018, and;

Whereas, per the Agreement, Section 4. A, an extension is allowed with written agreement;

Therefore, all parties agree to the following changes to the Agreement:

- 1. The term shall be extended to a new termination date of June 1, 2018.

Except as modified by Amendment No. 1 and this Amendment No. 2, the Agreement shall remain in full force and effect.

DATED THIS _____ DAY OF _____ 2018

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

By: _____
Jeremy Young, President, Hood Tech Corp., Aero Inc.

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