



PORT OF HOOD RIVER COMMISSION
MEETING AGENDA
June 5, 2018
Marina Center Boardroom

5:00 P.M.
Regular Session

1. Call to Order
2. Modifications, Additions to Agenda
3. Public Comment (5 minutes per person per subject; 30-minute limit)
4. **Open Budget Hearing for the Approved Budget for Fiscal Year 2018-19**
5. Consent Agenda
 - a. Approve Minutes of May 15 Regular Session and Budget Committee Meeting (*Jana Scoggins – Page 3*)
 - b. Approve Amendment 1 with Duncan Solutions for Parking Fee Collection Management Not to Exceed \$6,400 (*Michael McElwee – Page 11*)
 - c. Ratify Parking Agreements with Three Trucking Companies for Parking in Zone 6, West Portway Avenue (*Michael McElwee – Page 15*)
6. Reports, Presentations and Discussion Items
 - a. Real Estate Portfolio Analysis Report (*Anne Medenbach – Page 23*)
 - b. Bridge Replacement Project Update (*Kevin Greenwood – Page 25*)
7. Director's Report (*Michael McElwee – Page 27*)
8. Commissioner, Committee Reports
 - a. Marina Committee, May 17 – Shortt
9. Action Items
 - a. Adopt as Emergency Ordinance 24-2018, Regulating Conduct on Port Property and Repealing Ordinance 24 (*Michael McElwee – Page 37*)
 - b. Approve Fee Schedule for Paid Parking on Port-owned areas of the Hood River Waterfront (*Michael McElwee – Page 49*)
 - c. Authorize Contract Negotiations with WSP for Environmental Studies Related to Bridge Replacement (*Michael McElwee – Page 53*)
 - d. Adopt Resolution 2017-18-5 Amending the Public Contracting Rules to Include Rules for Public Private Partnerships for Bridge Projects and Bridge Project Activities (*Kevin Greenwood – Page 149*)
10. Commission Call

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

11. Possible Action
12. Adjourn

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

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

*Port of Hood River Commission
Meeting Minutes of May 15, 2018 Regular Session
Marina Center Boardroom
Upon Conclusion of Budget Committee Meeting*

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

Present: Commissioners Hoby Streich (arrived at 4:35 p.m.), Brian Shortt, Ben Sheppard, John Everitt; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Genevieve Scholl, Anne Medenbach, Kevin Greenwood, John Mann, Daryl Stafford, and Jana Scoggins.
Absent: Meriwether
Media: Kirby Newmann-Rae, Hood River News

- 1. **CALL TO ORDER:** Vice President Shortt called the meeting to order at 4:10 p.m.
- 2. **MODIFICATIONS, ADDITIONS TO AGENDA:** Revised Schedule of Rates and Charges for the Waterfront Parking Plan has been presented during the meeting.
- 3. **PUBLIC COMMENT:** Tammy Kaufman, Husum Resident, stated that there might be difference in opinion regarding Bridge Replacement on the Washington side of the river, thus it is necessary to have patience and good communication during the outreach efforts.

- 4. **CONSENT AGENDA:**
 - a. Approve Minutes of May 1, 2018 Regular Session.
 - b. Approve Amendment No. 1 to Contract with Southwest Washington RTC for EIS RFP Solicitation Services Not to Exceed \$1,960.
 - c. Approve Accounts Payable for Attorney Services per Summary for \$13,099 in Total.

Motion: Move to approve Consent Agenda.
Move: Everitt
Second: Sheppard
Discussion: None
Vote: **Aye:** Unanimous
MOTION CARRIED

5. **REPORTS, PRESENTATIONS AND DISCUSSION ITEMS:**
a. Real Estate Portfolio Analysis Final Report: Anne Medenbach, Property and Development Manager, briefly presented the final report on the Real Estate Portfolio analysis and strategic planning process. Commission requested more time to review the approximately 70-page report which was included in the packet.

b. Financial Report for the Nine Months Ended March 31, 2018: Fred Kowell, Chief Financial Officer, reviewed the Bridge Traffic and Revenue Report which shows traffic up 8% compared to last year as well as revenues increased by 13% due to the February toll increase. Personnel services are running slightly under the budget, as well as Materials and Services. Capital Outlay is tracking below budget, but most of the capital projects are now moving forward due to the summer season. Lease revenues are tracking according to the budget. Overall, the actuals are tracking according to the activities. Since we did not have a severe winter, bridge traffic should continue to experience a 2-4% increase as experienced in previous years.

c. Bridge Replacement Project Update: Kevin Greenwood, Bridge Replacement Project Director, reported that Washington communities are expressing concerns about the format of the BRAC and the Organizational Chart. The Port is trying to reinforce the points about supporting efforts to fund the FEIS made in the 2008-2011 MOU, and the Port’s intent to move the ball forward toward a bi-state solution. Discussion occurred about other options for messaging and public outreach. There was a consensus to create a draft Resolution to help the Port answer important questions regarding the bridge replacement efforts. A follow-up Work Session on next steps related to the EIS and Financing Options studies is planned for some time prior to June 21st. Greenwood noted that the cost estimate to replace the bridge prepared by Mott McDonald is approximately \$270 million

6. EXECUTIVE DIRECTOR’S REPORT: Michael McElwee, Executive Director, discussed several topics including the summer meeting of PNWA is in Clarkson, WA on June 25-27, as well as the implementation of the Waterfront Parking Plan. Custom signage for zone demarcation, payment method info, and “Park for Parks” branding is being develop. Water levels in the Columbia have been trending to very high levels which is being monitored as it becomes a concern closer to the summer recreation season. 24-hour notices for bridge lifts are required. A food concession proposal from Big Man Rotisserie has been received and staff recommends approval.

7. COMMISSIONER, COMMITTEE REPORT:

Waterfront Recreation Committee: Commissioner Sheppard turned to Daryl Stafford, Marina and Waterfront Manager, to provide a brief report on the Waterfront Recreation Committee meeting which was took place May 9, 2018. Stafford reported that the representatives discussed an approach to better cooperation, increased safety, and improved access points and signage.

8. ACTION ITEMS:

a. Approve Contract with Beam Excavating, Inc. for Paving Jensen Beach Parking Lot, Not to Exceed \$104,903.25. It was planned in the FY17/18 budget to improve the parking lot on the west side of the Jensen Building adjacent to Waterfront Park (Jensen Beach Lot) by installing standard asphalt parking lot with landscaping and storm water retention by this summer.

Motion: Authorize contract with Beam Excavating, Inc. for construction of the Jensen Beach Parking Lot, not to exceed \$104,903.25.

Move: Everitt

Second: Sheppard

Discussion: None

Vote: **Aye:** Streich, Shortt, Everitt, Sheppard

Absent: Meriwether

MOTION CARRIED

b. Approve Waterfront Parking Fees & Penalty Schedule for 2018: On March 3, 2018, the Commission approved implementation of the Waterfront Parking Plan. Many significant steps have been carried out such as a public meeting on May 10, media outreach, execution of a contract with Cale Parking Systems, specification and ordering of parking kiosks, development of the customized enforcement tools, preparation of a signage/curb painting and others. The next step to be completed is Commission approval of the schedule of parking fees and penalties, and operational policies for the parking areas.

Motion: Approve the Waterfront Parking Fee Schedule dated May 15, 2018.

Move: N/A

Second: N/A

Discussion: Legal Counsel requested more time to review the schedule. Commission agreed to postpone the formal approval to the next meeting.

Vote: **Aye:** N/A

MOTION CARRIED

10. COMMISSION CALL: None.

11. EXECUTIVE SESSION: None

13. POSSIBLE ACTION: None

14. ADJOURN:

Motion: Motion to adjourn the meeting.

Move: Shortt
Second: Everitt
Discussion: None
Vote: **Aye:** Streich, Shortt, Everitt, Sheppard **Absent:** Meriwether
MOTION CARRIED

The meeting was adjourned at 6:11 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

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**Port of Hood River Commission
Meeting Minutes of May 15, 2018, Budget Committee Meeting
Marina Center Boardroom
12:00 p.m.**

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

Present: Commissioners John Everitt, Ben Sheppard, Brian Shortt; Budget Committee members: John Benton, Larry Brown, Laurie Borton, Judy Newman, Rich Truax; from staff, Michael McElwee, Fred Kowell, Genevieve Scholl, Anne Medenbach, Kevin Greenwood, John Mann, and Jana Scoggins.
Absent: Streich, Meriwether
Media: None

1. CALL TO ORDER: Vice President Shortt called the budget meeting to order at 12:17 p.m.

2. ELECTION OF OFFICERS:

Motion: Move to elect John Benton as Chair.
Move: Newman
Second: Truax
Vote: Benton, Borton, Brown, Newman, Truax; Everitt, Sheppard, Shortt
Absent: Meriwether, Streich

MOTION CARRIED

Motion: Move to elect Larry Brown as Secretary.
Move: Newman
Second: Truax
Vote: Benton, Borton, Brown, Newman, Truax; Everitt, Sheppard, Shortt
Absent: Meriwether, Streich

MOTION CARRIED

Vice President Shortt turned the meeting over to Chairman Benton, who then elected Michael McElwee, Executive Director, as Budget Officer. There was a consensus to have minutes taken by staff.

3. BUDGET MESSAGE: There was consensus that McElwee would provide highlights of the Budget Message rather than read the Message verbatim that was included in the Budget packet. McElwee explained that the annual budget is prepared in conformance with financial policies and reviewed the timeline of budget adoption. The Port functions on a fiscal year basis as a Municipal Corporation in the State of Oregon in accordance with ORS 777 and other statutes. The Port operates under three funds: General Fund for general governmental activities, Revenue Fund for business-type activities, and Bridge Repair and Replacement Fund for capital improvements and replacement efforts of the Hood River/White Salmon bridge. Additionally, McElwee discussed overall vacancy rates at industrial and commercial properties as well as capital improvements completed in FY 2017-18 and scheduled for FY 2018-19. The Port completed high priority bridge improvements in the current fiscal year, however, the budget maintains a higher level of expenditures for maintenance, repairs, inspections and bridge replacement efforts. The FY 2017-18 Budget allocated funds for installation of parking meters on Port waterfront streets to increase turnover and generate revenue to off-set the Port’s recreational area maintenance costs. No major capital investments in the Marina are anticipated in FY 2018-19. Significant capital projects are underway at the Airport and require a major commitment of staff time and Port financial contributions that could impact the FY 2018-19 budget. On the administration and management side, the Port experienced employee turnover in FY 2017-18. Due to growing demand to meet financial, administrative and maintenance obligations, the Commission will need to consider approving a new full or part-time position to address the burden. McElwee stated that the proposed FY 2018-19 Budget reflects project priorities, staffing levels and capital and administration expenditures that staff believes are consistent with the Port’s mission and direction from the Port Commission.

4. BUDGET REVIEW: Fred Kowell, Chief Financial Officer, reviewed and discussed the budget with the Budget Committee and Port Commission. Kowell presented proposed budget figures in great detail, including the implemented toll increase in February 2018 which is fully reflected in the FY 2018-19 budget, as well as the transfer from the Revenue Fund of \$3,541,000 to the Bridge Repair & Replacement Fund which represents the toll increase from the 1994/2012 tolls and the 2018 toll increase. Kowell and staff members addressed questions, noted recommended modifications, and comments as the budget was reviewed. Budget Documentation will be attached to the bound meeting minutes.

5. BUDGET DELIBERATIONS: The following recommendations were received from the Budget Committee:

Budget Amendment Recommendations:

1. Continue the adopted policy with regards to using the greater Portland Consumer Price Index (CPI) which is 3.93, as the multiplier for the Port annual cost of living increase. Evaluate the continued use of the CPI in subsequent years.
2. Further discussion should occur regarding the expansion of cameras for security surveillance on Port properties.
3. Consider entering into an agreement with the Sherriff’s office to provide a use of the fuel dock to allow for more patrol hours on the water.
4. Add \$400,000 towards Bridge Repair & Replacement Fund: Environmental Impact Study – Consulting Services.
5. Hook, Spit, Nichols and SUP need to move from Event Site & Marina Park over to Hook, Spit, Nichols, and SUP account.
6. Reduce the budget of \$90,000 for Pier Foundation 3D Scanning to \$40,000.
7. Add \$40,000 for the Portal Truss - Bridge Repair for the next year.
8. Lower Mill (“Hanel”) – Reduce the budget from \$400,000 for the water line to \$277,000. Use \$150,000 in the budget for next year as some of this work will be accomplished in FY 2017-18.
9. Marina fees should reflect a 6% increase.
10. Add \$25,000 for support in the finance department and \$25,000 for the facilities department.
11. Staff should survey other Airports and Marinas with regards to their rates and how they compare to ours.
12. Redo the graph to match Revenues. Remove Reserves.

6. ACTION ITEMS:

Motion: Move to approve a property tax levy at the rate of \$.0332 per thousand of assessed value for FY 2018-19.

Move: Newman

Second: Borton

Vote: **Aye:** Benton, Borton, Brown, Newman, Truax; Everitt, Sheppard, Shortt
Absent: Meriwether, Streich

MOTION CARRIED

Motion: Move to approve the FY 2018-19 budget as amended.

Move: Shortt

Second: Everitt

Vote: **Aye:** Benton, Borton, Brown, Newman, Truax; Everitt, Sheppard, Shortt
Absent: Meriwether, Streich

MOTION CARRIED

7. ADJOURN:

- Motion:** Motion to adjourn the meeting.
- Move:** Benton
- Second:** Shortt
- Discussion:** None
- Vote:** **Aye:** Benton, Borton, Brown, Newman, Truax; Everitt, Sheppard, Shortt
Absent: Meriwether, Streich

MOTION CARRIED

Chairman Benton then turned the meeting back over to Vice President Shortt. Shortt adjourned the meeting at 3:56 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

John Benton, Chair, Budget Committee

Larry Brown, Secretary, Budget Committee

Brian Shortt, Vice President, Port Commission

John Everitt, Secretary, Port Commission

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Commission Memo

Prepared by: Michael McElwee
Date: June 5, 2018
Re: Waterfront Parking Services Agreement



During the March 20, 2018 meeting, the Commission approved a services agreement (“Agreement”) with Duncan Solutions, dba Professional Account Management, LLC (“PAM”), to manage the processing and collection of parking citations under the Waterfront Parking Plan to be implemented in June. One scope item that was inadvertently not included in the contract was an integrated wireless enforcement interface with the Cale parking meters. The attached Amendment No. 1 would add the \$6,400 one-time fee for this service. Ongoing support and maintenance is covered under the Agreement.

RECOMMENDATION: Authorize Amendment No. 1 to Services Agreement with Professional Account Management, LLC for wireless enforcement interface services.

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Service Agreement AMENDMENT #001

Port of Hood River, Oregon (Client) and Professional Account Management, LLC (“PAM”) have entered into a Service Agreement for Processing Parking Citations as of the 10th day of April 2018 (Agreement). This amendment (Amendment #001) to the Agreement is made effective this 24th day of May 2018 (Amendment Effective Date) by and between Client and PAM. Both Client and PAM may be referred to herein individually as Party and collectively as Parties.

WHEREAS, Client wishes to continue to receive services under the Agreement and PAM wishes to continue to provide services thereunder; and

WHEREAS, the Parties wish to amend the Agreement to include the changes documented herein.

NOW, THEREFORE, the Parties agree as follows:

1. Schedule A – Pricing Summary shall be modified to include an additional line item in the Parking Enforcement Equipment table, to include integrated wireless enforcement with the Port’s Cale meters. The cost for this service is \$6,400 as shown in the quote attached to this amendment. This is a one-time fee, charged for the interface setup and development. Ongoing support and maintenance is already covered under the agreement.

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN UNCHANGED.

IN WITNESS WHEREOF, the Parties’ authorized representatives have executed this Amendment as of the dates last set forth below.

PORT OF HOOD RIVER, OREGON

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PROFESSIONAL ACCOUNT MANAGEMENT, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CivicSmart Software Quote

Prepared for:	Duncan Solutions End Client: Port Hood	Ship-to Region:	OR
Quote ID:	18 05 07 205r	Date Due:	5/7/2018
Sales Rep:	Jeff Rock	Expiry Date:	6/6/2018

Product ID	Description	DS Price	Qty	Total
1. Software				
SW - MSM - CALE	Wireless Enforcement Integration with Cale	\$ 6,400.00	1	\$ 6,400.00
Subtotal				\$ 6,400.00
System Purchase Total				\$ 6,400.00

2. Additional Requirements

Sales Tax will be added to the Invoice if applicable.
 Payment - All hardware, software and equipment payment due Net 30 days upon delivery. Remaining balance due Net 30 days upon project implementation and training.
 Shipping is F.O.B. Origin
 6 week lead time
 Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached.
 Prices are subject to change in the event of new or increased costs due of wireless communications and other third party vendor services.
 Recurring prices are valid for the first full year of service and may be subject to change for subsequent contract terms.
 *All service agreements and warranty terms and conditions from the manufacturer apply.

Please Send Purchase Order To: Duncan Parking Technologies, Inc.
 PO BOX 2081
 Milwaukee, WI 53201-2081
 Ph: (414) 534-8066 Fax: (870) 741-6806
 mlindholm@civicsmart.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation

Authorized Signature

Date

Print or Type Name

Print or Type Title

Email Address

Phone Number

Bill To Address:

Ship To Address:

Commission Memo

Prepared by: Michael McElwee June 5, 2018
Date: Trucking Company Agreements
Re:



Part of implementation of the Waterfront Parking Plan (“Plan”) includes addressing truck/trailer parking on west Portway Ave. between 8th Street and the Hook. The Plan designates this area as “Zone 6” and limits parking of passenger vehicles due to the high use for truck trailer parking and associated safety concerns.

In May, staff initiated contact with each of the trucking companies that regularly utilize Zone 6 and offered an agreement that would allow truck/trailer parking for \$150 per month. Without such an agreement, the daily rate for any truck/trailer drop is \$20, if approved by the Commission.

Thus far, three trucking companies have responded favorably to the offer. Attached are separate, one-year License Agreements with YRC Freight, Peninsula Trucking and Oak Harbor. Each could be renewed for one year by the Executive Director if all conditions are met. Staff seeks Commission approval of these agreements

RECOMMENDATION: Ratify License Agreements with YRC Freight, Peninsula Trucking and Oak Harbor for truck parking on west Portway Avenue.

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LICENSE AGREEMENT GRANTED BY PORT OF HOOD RIVER

TO: YRC

1. **Agreement:** Subject to the terms of this License Agreement ("Agreement") the Port of Hood River ("Port") grants to YRC ("Licensee") permission to park commercial trucks and/or attached or detached trailers at all hours along curbs in Pay To Park Zone #6 between 8th Street and the road leading to the Hook peninsula ("License Area"). This is a non-exclusive License.
2. **License Fee:** Licensee shall pay a \$150 license fee to the Port each month during the License Term. The Port shall send invoices to Licensee monthly. Payment must be received by the Port within ten (10) days from the invoice date.
3. **Term:** The right granted by this Agreement shall commence on **July 1, 2018** and continue through **June 30, 2019** ("License Term"). The License Term may be extended by the Port Executive Director for up to one year if an amendment to this Agreement is executed by both parties. If Licensee breaches any provision of this License, and if within fourteen (14) days after the Port sends written notice to Licensee of the violation Licensee fails to cure the violation to the Port's satisfaction, the Port may immediately terminate this License and extinguish all rights granted to Licensee hereunder.
4. **Laws:** Licensee shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to its occupancy or use of the License Area and shall comply with all Port ordinances, rules or requests regarding use or curtailment of use of the License Area during the License Term.
5. **Insurance:** Licensee agrees to hold the Port, its employees, agents and Commissioners harmless from and indemnify them against any claims or liability for damage to persons or property in any way related to Licensee's occupancy or use of Port property. During the term of this Agreement Licensee shall carry and keep in effect a Commercial General Liability insurance policy covering bodily injury and property damage issued on an occurrence basis in an amount not less than \$1,000,000 combined single limit per occurrence ("Commercial Insurance") and provide the Port proof of such coverage.
6. **Covenants:** Licensee shall not do anything which damages Port property, including spilling any motor oil or fuel within the License Area. Licensee shall keep the License Area in at least as good condition as it was in at the outset of the License Term. At the expiration of the License Term Licensee shall have removed materials and any personal property from the License Area, and return the vacated License Area to the Port in the condition that existed at the start of the License Term. Licensee shall not park trucks or trailers in a location or in any manner which impedes traffic flow in the License Area.
7. **Attorney Fees:** In the event of litigation by either party to enforce its rights hereunder the prevailing party shall be entitled to recover its reasonable attorney's fees from the losing party incurred prior to trial, at trial or on appeal.

- 8. **Signing Authority:** Each person signing this Agreement on behalf of the Port and Licensee represents and warrants they have authority to do so.
- 9. **Notices:** Notices or communication between the parties, shall be sent via email or U.S.P.S. regular mail to the following addresses:

Port of Hood River
 Attn: Michael McElwee
 1000 E. Port Marina Drive
 Hood River, Oregon 97031
mmcelwee@portofhoodriver.com
 (541) 386-1138

YRC
 Attn: Christine Ippolito
 6845 N Cutter Circle
 Portland, Oregon 97217
christine.ippolito@yrcfreight.com
 (503) 289-1018

Dated: 5-24, 2018

PORT OF HOOD RIVER

YRC

By: 

By: 

Name: Michael McElwee

Name: JIM MARES

Title: Executive Director

Title: CITY OPERATIONS MANAGER

LICENSE AGREEMENT GRANTED BY PORT OF HOOD RIVER

TO: Peninsula Trucking

1. **Agreement:** Subject to the terms of this License Agreement ("Agreement") the Port of Hood River ("Port") grants to **Peninsula Trucking** ("Licensee") permission to park commercial trucks and/or attached or detached trailers at all hours along curbs in Pay To Park Zone #6 between 8th Street and the road leading to the Hook peninsula ("License Area"). This is a non-exclusive License.
2. **License Fee:** Licensee shall pay a \$150 license fee to the Port each month during the License Term. The Port shall send invoices to Licensee monthly. Payment must be received by the Port within ten (10) days from the invoice date.
3. **Term:** The right granted by this Agreement shall commence on **July 1, 2018** and continue through **June 30, 2019** ("License Term"). The License Term may be extended by the Port Executive Director for up to one year if an amendment to this Agreement is executed by both parties. If Licensee breaches any provision of this License, and if within fourteen (14) days after the Port sends written notice to Licensee of the violation Licensee fails to cure the violation to the Port's satisfaction, the Port may immediately terminate this License and extinguish all rights granted to Licensee hereunder.
4. **Laws:** Licensee shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to its occupancy or use of the License Area and shall comply with all Port ordinances, rules or requests regarding use or curtailment of use of the License Area during the License Term.
5. **Insurance:** Licensee agrees to hold the Port, its employees, agents and Commissioners harmless from and indemnify them against any claims or liability for damage to persons or property in any way related to Licensee's occupancy or use of Port property. During the term of this Agreement Licensee shall carry and keep in effect a Commercial General Liability insurance policy covering bodily injury and property damage issued on an occurrence basis in an amount not less than \$1,000,000 combined single limit per occurrence ("Commercial Insurance") and provide the Port proof of such coverage.
6. **Covenants:** Licensee shall not do anything which damages Port property, including spilling any motor oil or fuel within the License Area. Licensee shall keep the License Area in at least as good condition as it was in at the outset of the License Term. At the expiration of the License Term Licensee shall have removed materials and any personal property from the License Area, and return the vacated License Area to the Port in the condition that existed at the start of the License Term. Licensee shall not park trucks or trailers in a location or in any manner which impedes traffic flow in the License Area.
7. **Attorney Fees:** In the event of litigation by either party to enforce its rights hereunder the prevailing party shall be entitled to recover its reasonable attorney's fees from the losing party incurred prior to trial, at trial or on appeal.

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Port of Hood River
 Attn: Michael McElwee
 1000 E. Port Marina Dr.
 Hood River, Oregon 97031
mmcelwee@portofhoodriver.com
 (541) 386-1138

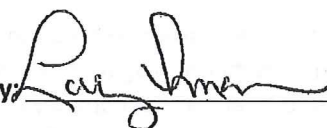
Peninsula Trucking
 Attn: Larry Ohman
 3182 NW 26th Ave.
 Portland, Oregon 97210
larryo@peninsulatruck.com
 (503) 224-7067 x2120

Dated: 5/25, 2018

PORT OF HOOD RIVER

Peninsula Trucking

By:  _____

By:  _____

Name: Michael McElwee

Name: LARRY OHMAN

Title: Executive Director

Title: nw regional mgr

LICENSE AGREEMENT GRANTED BY PORT OF HOOD RIVER

TO: Oak Harbor Freight Lines, Inc.

1. **Agreement:** Subject to the terms of this License Agreement ("Agreement") the Port of Hood River ("Port") grants to **Oak Harbor Freight Lines, Inc.** ("Licensee") permission to park commercial trucks and/or attached or detached trailers at all hours along curbs in Pay To Park Zone #6 between 8th Street and the road leading to the Hook peninsula ("License Area"). This is a non-exclusive License.
2. **License Fee:** Licensee shall pay a \$150 license fee to the Port each month during the License Term. The Port shall send invoices to Licensee monthly. Payment must be received by the Port within ten (10) days from the invoice date.
3. **Term:** The right granted by this Agreement shall commence on **July 1, 2018** and continue through **June 30, 2019** ("License Term"). The License Term may be extended by the Port Executive Director for up to one year if an amendment to this Agreement is executed by both parties. If Licensee breaches any provision of this License, and if within fourteen (14) days after the Port sends written notice to Licensee of the violation Licensee fails to cure the violation to the Port's satisfaction, the Port may immediately terminate this License and extinguish all rights granted to Licensee hereunder.
4. **Laws:** Licensee shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to its occupancy or use of the License Area and shall comply with all Port ordinances, rules or requests regarding use or curtailment of use of the License Area during the License Term.
5. **Insurance:** Licensee agrees to hold the Port, its employees, agents and Commissioners harmless from and indemnify them against any claims or liability for damage to persons or property in any way related to Licensee's occupancy or use of Port property. During the term of this Agreement Licensee shall carry and keep in effect a Commercial General Liability insurance policy covering bodily injury and property damage issued on an occurrence basis in an amount not less than \$1,000,000 combined single limit per occurrence ("Commercial Insurance") and provide the Port proof of such coverage.
6. **Covenants:** Licensee shall not do anything which damages Port property, including spilling any motor oil or fuel within the License Area. Licensee shall keep the License Area in at least as good condition as it was in at the outset of the License Term. At the expiration of the License Term Licensee shall have removed materials and any personal property from the License Area, and return the vacated License Area to the Port in the condition that existed at the start of the License Term. Licensee shall not park trucks or trailers in a location or in any manner which impedes traffic flow in the License Area.
7. **Attorney Fees:** In the event of litigation by either party to enforce its rights hereunder the prevailing party shall be entitled to recover its reasonable attorney's fees from the losing party incurred prior to trial, at trial or on appeal.

- 8. **Signing Authority:** Each person signing this Agreement on behalf of the Port and Licensee represents and warrants they have authority to do so.
- 9. **Notices:** Notices or communication between the parties, shall be sent via email or U.S.P.S. regular mail to the following addresses:

Port of Hood River
 Attn: Michael McElwee
 1000 E. Port Marina Drive
 Hood River, Oregon 97031
mmcelwee@portofhoodriver.com
 (541) 386-1138

Oak Harbor Freight Lines, Inc.
 Attn: Peggy Aitkens
 9026 NE 13th Avenue
 Portland, Oregon 97211
peggy.aitkens@oakh.com
 (503) 289-1018

Dated: 5/24/18, 2018


PORT OF HOOD RIVER

By: 

Name: Michael McElwee

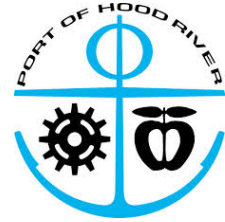
Title: Executive Director

Oak Harbor Freight Lines, Inc.

By: 
 Name: Matthew Scudder

Title: Terminal Mgr

Commission Memo



Prepared by: Anne Medenbach
Date: June 5, 2018
Re: Real Estate Portfolio Report

The Port undertook a real estate portfolio analysis and strategic planning process beginning in February of 2018. The goal of this effort was to devise a management strategy for the Port's existing buildings and remaining developable land. The process included two workshops with the Commission and a final report.

On March 20, staff and EcoNW, the contracted project consultants, conducted the first workshop to introduce the framework for the process and outline the deliverables. Policy assumptions and criteria were presented for input and as a basis for the direction of the strategy.

The second workshop was held during the April 3 Commission meeting and clarified the assumptions and criteria, reviewed the analysis completed by staff and assessed near-term actions. During the Spring Planning work session on April 17, final recommendations were provided for consideration for the 2018/19 budget.

Based on input received from the Commission, staff worked with EcoNW to compile the final report, included in the meeting packets for May 15. The final report, as well as the tools that staff used for the analysis, are meant to be utilized on an annual basis for review of next steps for development of existing buildings and developable land. The strategy and recommendations provided in the final report may change over time but set a policy basis for portfolio management that can be used for the long term.

RECOMMENDATION: Information and Discussion.

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Hood River-White Salmon Bridge Replacement Project

Project Director Report

June 5, 2018

The following summarizes Bridge Replacement Project activities from May 16 through June 5, 2018.

FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)

REQUEST FOR PROPOSALS (RFP) PROCESS

- Key timeline dates (Commission meetings in *italics*), X=completed:
 - Release RFPMarch 28, 2018 X
 - Pre-Submittal MeetingApril 18, 2018 X
 - Submittals Due to the SWRTC.....April 25, 2018 X
 - EISEC Interviews top ranked proposers..... May 23, 2018 X
 - Management Prepares Commission Staff Report May 29, 2018 X
 - *Commission Authorizes Negotiations to Begin* June 5, 2018
 - First Negotiation Meeting with Firm.....June 7, 2018
 - Management Prepares Commission Staff ReportJune 26, 2018
 - *Commission Approves Contract*July 17, 2018
 - Contract Begins/Notice to Proceed late July 2018
- Separate action item in packet for authorizing contract negotiations with top scoring firm.

WASHINGTON STATE UPDATE

- Met with Sen. Curtis King on May 29th. The Port is working with Sen. King to modify the Organizational Chart and the Bridge Replacement Advisory Committee (BRAC) charter to more clearly show the nature of the decisions being made during the NEPA process. Most, if not all, of the decisions during the process will focus on technical decisions such as vertical navigational clearance, width of bicycle/pedestrian lane, structural design criteria, whether to use Federal Highway Administration criteria for the studies, and so on. Chuck Green is producing a list of the elements that the NEPA consultants will be focusing on during the study. In addition, staff is looking at ways to reconfigure the Organizational Chart that more accurately represents a role for the elected officials that is more aligned with the Port Commission's position in the flow chart. Other elements being reviewed:
 - Organization Chart
 - BRAC Charter
 - Schedule (splitting out procurement and ownership discussion to more clearly show when these items are to be discussed and by whom)
 - A Statement by the Port Commission showing support for a joint effort to move the project forward
- Steve Siegel is looking at Washington State legislative issues and working on developing a financing model.

PROJECT DELIVERY CONSIDERATION

P3 ADMINISTRATIVE RULES PROCESS

- Key timeline dates (Commission meetings in *italics*), X=completed:
 - *Prelim Review Draft #1 Discussed*January 23, 2018 X
 - *Commission Directs Changes to Draft #1*.....February 6, 2018 X
 - *Commission Directs Changes to Draft #2*.....February 20, 2018 X
 - Public Discussion Draft ReleasedFebruary 23, 2018 X
 - Written Comments DueMarch 15, 2018 X
 - *Public Hearing #1*March 20, 2018 X
 - *Commission Reviews PD Draft Changes (if any)*..... April 3, 2018 X
 - Staff Prepares Revised Recommended DraftApril 6, 2018 X
 - Notice for Second Hearing.....April 13, 2018 X
 - Written Comments DueApril 27, 2018 X
 - Staff Prepares Compilation of CommentsApril 30, 2018 X
 - *Public Hearing #2* May 1, 2018 X
 - Comments Reviewed; Recommendations to Comm..... May 4, 2018 X
 - Post Proposed Final Draft on Website..... May 11, 2018 X
 - *Commission Vote on Final Draft of Rule* June 5, 2018 X
- P3 Rules Adoption this evening completes process.

FINANCING OPTIONS

- No activity this month

COMMUNITY OUTREACH

- Met with Peter Cornelison, May 14; White Salmon City Council Meeting, May 16; Columbia River Tow Boat Operators Association, May 16
- Staff is discussing and preparing an agenda for a Work Session tentatively scheduled for June 19th to educate the Commission and public on the NEPA process.
- Executive Director will be attending Columbia River Intertribal Fishing Commission meeting in Warm Springs on June 21-22.

ADMINISTRATIVE

- Project Director will be on vacation June 21-28.

Executive Director's Report

June 5, 2018

Staff & Administrative

- The summer meeting of PNWA is in Clarkson, WA on June 25-27. Commissioners interested in attending should notify Jana as soon as possible.
- The Port's auditors were in the office on May 23-24 for their interim work.
- Staff is working with SDAO to assist in the actuarial valuation of implicit subsidy in the healthcare plan. This is being completed by every government in the nation to comply with latest GASB pronouncement on post-retirement benefits excluding pensions.
- Hood River County will not renew their contract with Summit Strategies for federal advocacy services due to expected budget reductions in FY 18/19. The County has been part of the local agency coalition that has retained Summit for almost 20 years. The City dropped out several years ago.
- I am working with HR Answers, a human resources consulting firm in Beaverton, to update the Executive Director evaluation form. HR Answers is affiliated with SDAO to assist special districts with personnel matters.
- Anne attended a Certified Commercial Investment Member (CCIM) class in Bend last week. She has one more class to attend to achieve her certification.

Recreation/Marina

- Implementation of the Waterfront Parking Plan continues on many fronts. Conventional street signage has been ordered. Zone signage is being designed. A public meeting was held on May 10. The week of May 21 concrete pads were installed, curbs were cleaned and painted and parking spaces were marked. The Cale pay stations are expected to arrive and be installed the week of May 28. Finalization of rates and fees is an important action for the June 5th meeting.
- High water conditions continue in the Columbia River. Genevieve prepared a press release that was published on the front page of the "Hood River News" encouraging awareness and caution by waterfront users.
- The Event Site booth opened for the season on May 26th. The Event Site had very intense use over the Memorial Day weekend and was nearly at capacity each of the three days.
- Online sales of the pre-season discount annual passes were nearly equal to all passes sold in May of 2017. At the time of printing, total annual pass sales are now more than double sales in the same period last year. Staff anticipates more frequent use of the Lot #1 overflow parking area this summer as a result.

- Daryl convened a meeting of the various Concessionaires operating on Port property on May 16, 2018. Summary notes from the meeting are attached.
- Local and regional transit services began operations on May 25. Columbia Area Transit and the Columbia Gorge Express are now in operation. The waterfront stop is at the Barman Property near the Valero Gas Station. The Port paid for the new concrete pad and a Port crew installed the temporary bus shelter. Preliminary ridership counts for that first weekend have about 244 riders, 70% getting off/on the bus in downtown or at the Port area. CAT reports that between 55 and 103 passengers utilized the trolley service each day over Memorial Day weekend. A celebration is planned for June 16, please see attached flyer.
- The draft minutes from the May 17 Marina Committee meeting are attached.

Development/Property

- Work continues ahead of schedule on the West Jensen Parking Lot Re-Paving and Construction Project. The City has raised questions about the need for a building permit for the rehabilitation of the existing parking lot. We do expect at least one change order for the new parking lot— the subgrade for the retention pond is made up entirely of sand and may need a stone blanket for sand retention.
- Northwest Natural Gas finished their upgrade to the regulator near the south end of the bridge several weeks ago. Their work area was left in poor condition and the Best Western Hotel owner hired a contractor to make needed repairs. I have sent a letter to NWNG asking them to reimburse the hotel.
- I am in discussions with Key Development about the terms of a potential Amendment #8 to the DDA regarding Lot #6.
- The Pre-construction meeting for the Stadelman Waterline was held on May 18 at Crystal Springs Water District office. An easement was found to be needed from Stadelman Fruit which has been verbally secured and will be finalized before June 5th. Some last-minute changes were needed to accommodate a new vault location, but Crestline and staff have worked through it and the submittal process. The project is anticipated to start construction on June 11. The target completion date is August 20.
- The DMV building has been re-sided by Dan Homer Construction.

Airport

- The Oregon Department of Aviation (ODA) and the Oregon Aviation Board met at WAAAM on May 17. Anne attended the meeting and presented an update on our airport.
- Oregon Airport Managers and Washington Airport Managers held a joint annual meeting at Skamania Lodge on the May 21st. Anne hosted a tour of the airport on the 20th.

- The Environmental Assessment is nearly ready for public review. Our target date for that is June 14th and our consultants are confident we will hit that target.
- Work continues on the ConnectOregon IV site development planning and the Tac Aero hangars.

Bridge/Transportation

- The next fracture critical inspection of the bridge will occur this July 9-17. David Evans & Associates is doing the work under contract with ODOT. Only minor disruptions to bridge traffic are expected as the inspection work is done primarily via rope access.
- A maintenance lift occurred on May 17 to grease the cables and carry out other tasks. The lift span is operating very well. The Hood River News editor rode the lift span and wrote an article in the May 26 edition.
- Installation of new cameras at multiple locations on the bridge is not yet complete due to a faulty server which will be replaced in about a week.
- Staff is working with the Port of Cascade Locks regarding training on the business rules for their new electronic tolling system implementation while also evaluating operating costs that the Port of Cascade Locks will need to reimburse to the Port of Hood River.

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Waterfront Concessionaire Meeting

5/16/2018 8am

Port Boardroom

Port Staff: John Mann and Daryl Stafford

Concessions Represented: Sandbar Café, Local Grind, Big Winds, Gorge Kite School, Brian's, New Wind Kiteboarding, Gorge Paddle Center, Kite the Gorge

Short Briefing from each Concessionaire: Please tell us what's going with your business!

- Susie owner of Sandbar Café: Breaking records, needs more garbage cans, making new seating, would like signage directing people to ES for food, electric keeps blowing: John Mann said he would have Gorge Electric take a look.
- Todd owner of Gorge Paddle Center: Concerned about parking for his customers when kiosks go in, busy with lessons and rentals, Basin water is super high slight flooding today.
- Jason Manager of Big Winds: Opening dates for windsurfing & SUP schools, downwind shuttle, introduced new ES Manager for BW Sam Wiley. No longer offering Downwind Guide services.
- Jim owner of New Wind Kite School: Concerns about debris, need more trash cans, discussed launch pad safety.
- Larry owner of Local Grind: Opening for sure Memorial Day, Requested more trash cans at entrance to Concession because he felt the public uses his, working on clean up and shade tents.
- Owen owner Gorge Kite School: Would really like to see recycle bins, or for the Port to have some kind of plan. Suggested Lions Club partnership. High water safety concerns.
- Brian owner of Brian's Windsurfing: Expressed the importance for all instructors for kiting should be IKO certified. Having a hard time teaching windsurfing lessons right now with the environment issues at hand.
- Justin owner of What'SUP: Happy at the Hook! High water has challenged his launch area. He is working on a platform to make access easier.
- Carlos and Spring owners of Kite the Gorge: Reviewed problems with Dogs on the Spit and kites getting ruined. Also talked about signage to the Spit, congestion on the water and high water safety.

High Water Access

- **Launch Pad update. CGKA & Port:** Guidance from group with regard to extending launch area and better signage. Event Site has been experiencing heavy early season traffic. Fear of launch area getting shut down of it becomes too much of a safety hazard. Everyone is really looking forward to the water level receding so that kite launching can move back out to the Sand Bar.
- **Signage:** New signs have been put up for indicating launch area safety for beach goers.

Safety

- **Partnership with Sheriff's Dept/Marine Deputy:** Deputy Curtiss Kowell is working with the schools on rescues. The schools seem to be the first responders and it has caused challenges with teaching lessons. Schools would like to see some sort of partnership in the future.
- **Beach Clean Up: Schedule date /depends on water level:** CGKA is waiting for the water to go down before anything can be planned. Efforts must be coordinated with Port Facility Manager John Mann, Marine Deputy Kowell, and CGKA. Trucks on the

- **Bootlegging Kite Instruction, Sliders in the Spit:** Carlos suggested having an Association of Kite Instructors where they would have to be certified to be teaching on the River to help prevent people taking money for teaching that aren't qualified. The Slider Project ramps out in the river are growing and there is concern of the dangers of too many obstacles in a beginner area. It was suggested they should be invited to join the next Waterfront Committee meeting to let everyone know what their intentions are.

Overview of Port Waterfront Activity

- **Parking:** Daryl Stafford went over the Port's recent changes to parking along the Waterfront and suggested that Concessionaires encourage their staff to purchase early season discounted Event Site Passes.
- **2018 Events on the Waterfront:** Stafford reviewed the big events scheduled for the summer months that would have impact on the Concessions. KB4C, Gorge Downwind Paddle Champs, Columbia Gorge Paddle Challenge, and various small events.
- **Maintenance Projects:** John Mann, Facility Manager went over the paving schedule at the Jensen Lot, and the Parking Kiosk schedule for First Ave and East Portway.
- **Signs: Directions, kiting, windsurfing, food, dogs:** Stafford asked for feedback for short term and long term signs on Port Property. Group discussion followed with lots of great ideas.
- **Jet Ski Parking at South Basin Dock:** Stafford requested that each school provide registration and proof of insurance for all Jet Skis moored in the Marina.
- **Instructor Info:** Port will put link on Recreation Page for Concessionaires to upload all the instructor certifications. Reminders also went out to group for City Permits and current Proof of Insurance for businesses.



CELEBRATE PUBLIC TRANSPORTATION

IN THE GORGE

SATURDAY, JUNE 16, 9-10:30 AM

Join us at the new Bus Stop at the Port of Hood River: south of the Event Site and just north of the Hood River Valero Gas Station.

Coffee*Donuts*Transit Information

Hop on the Pink Trolley to Downtown/The Heights

Hop on the Columbia Gorge Express to Portland

New Routes to: Hood River, Portland, Cascade Locks
Parkdale, White Salmon, Bingen, The Dalles

EVERYBODY RIDES!

¡TODOS ARRIBA!



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Port of Hood River**MARINA COMMITTEE MEETING MINUTES****Wednesday May 17th, 2018 – 8:00 a.m.****Port Conference Room**

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

Present: Members Josh Sceva, Steve Tessmer, Shawn Summerrett

Staff Members: Brian Shortt, Daryl Stafford, John Mann

Absent: Committee: Lance Staughton, Steve Carlson

The meeting was called to order at 8:00 by Daryl Stafford.

Additions to Agenda: None

No Minutes to approve.

Marina Manager Report.

Stafford briefed committee regarding her new position and the transition. Recent Dock walk found several boats with expired registrations. She is contacting owners to remedy the situation. All boats are safely secured and no problems were found. Discussed Waterfront Events happening this summer and the increase of visitors. Wait lists are still growing for the Marina and turnover is low. High water is causing stress on the ramps, docks and maintenance has been monitoring. Concern regarding electrical and its tolerance for the above average water. Pool Levels are forecasted to stay high for a while. News letter with Spring reminders regarding boater safety and good boating practices, insurance, registration, dock housekeeping, power cords, and moorage fees not yet paid.

Dock walk reports

1. A Dock- Sceva. A dock in good shape
2. B Dock- Stafford: Several non compliant cords. Contacted owners.
3. C Dock- Stafford: Non 30' boats on East side of North C dock. Tenant items on docks, fingers,
4. Boathouse Dock- Tessmer Monitoring chains and attachments under stress due to record high water. Working with Port Maintenance to identify and fix problems.
5. Youth Junior Sailing / South Basin Dock- Summersett: Youth Sailing Program is taking the summer off. Monday night sailing will still happen. Organization is restructuring.
6. HR Canoe Club- Sceva: Club currently not using SB dock, considering subleasing space to Kite Schools for their Jet Skis. Most of the canoes are in Nichols Basin this year.
7. HR Yacht Club- No member present. HRYC board is discussing who will take Lance Staughten's place on the committee.
8. Cruise Ships- Stafford: Schedule is filling up. Several date and time changes due to challenges presented for large boats with current and high water in other locations.

9. Seasonal Lottery- Stafford: All slips have been spoken and paid for.
10. Guest Dock- OSMB conducted their annual inspection of the pump out station and it got a good report. She suggested we order a new handle soon.

Discussion Topics

1. Rules and Regulations- Stafford: New billing payment policy has confused many boat owners. Above average amount of delinquent accounts. Suggested policy clarity with dates that payments are due and when penalties will be imposed. Other policies discussed were subleasing, selling of boats and new owners taking over of slips, Wait List terms and New Tenant Policy. Shortt suggested better slip strategies to optimize boat length and size, conducting a rate survey, and revisiting Moorage Agreements.
2. Restrooms- Mann: Working on plan to dedicate one small restroom to Marina Tenants Only. Summer hours will be started Memorial Day Weekend. Damage seems to be frequently incurred from the homeless population, use of cameras and better lighting was discussed. Long term redesign will be expensive however needed.
3. Youth Sailing Program- Summersett: Advertising for Youth Sailing Director, no qualified applicants at this point. Current Directors have become too busy to be able to run it so they decided to pause for a year so that the integrity of the organization would not be compromised.
4. Long Term Planning
 - a) Better use of open Park space to help pay for the land and maintenance costs.
 - b) Would like to have the opportunity to review the next budget before it is passed by the commission with regards to the Marina expenses.
 - c) Proposed boat storage in gravel lot area to generate income. There has been a need for that identified.
 - d) Plans are going forward with budget allowance for a Storage Shelter for canoes and SUPs in Nichols Basin. Design and management proposals are still in the early stages.
 - e) Tessamer: Discussed Framework to improve the economy of scale and development of logical places. Long term permitting process should immediately be underway for 5, 10, 20 years. Suggested hiring outside firm to make it happen. Current staff does not have the time or experience to dedicate at this point.
 - f) Short: Master Plan of the Port and the challenges of how to tie it all together. Bridge project has taken over precedence at this point.

Prepared by: Daryl Stafford

Commission Memo

Prepared by: Michael McElwee
Date: June 5, 2018
Re: Ordinance 24- 2018



As activity along the waterfront changes over time there is a periodic need to consider updates to Port Ordinance 24, regulating conduct on Port property. This year it is particularly important due to the upcoming implementation of the Waterfront Parking Plan. Ordinance 24 was last modified and adopted on May 6, 2014.

The attached final draft of Ordinance 24-2018 includes changes following a lengthy review by staff and the Port's General Counsel. This draft has been forwarded previously to the Commission for review.

The process to adopt a Port ordinance typically includes two published notices prior to two Commission meetings, with a vote at the second meeting. The ordinance would then take effect 30 days after passage. However, Ordinance 24-2018 has numerous provisions related to the Hood River waterfront. With the onset of the summer tourism season and associated high waterfront use, staff recommends that Ordinance 24-2018 be adopted as an emergency action so that it may go into effect immediately per ORS 198.550. Commission approval to read Ordinance 24-2018 by title only, and unanimous approval by the Commissioners in attendance is required. The specific reasons for the emergency action are stated in Section 37.

Staff will review key section changes in the attached draft ordinance at the meeting. These are highlighted in yellow.

RECOMMENDATION: Repeal Ordinance No. 24 adopted on May 6, 2014 and approve Ordinance 24-2018.

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**ORDINANCE NO.
24-2018**

**AN ORDINANCE REGULATING CONDUCT ON PORT PROPERTY AND
REPEALING ORDINANCE NO. 24**

The Port of Hood River ordains as follows:

SECTION 1. Scope of Ordinance. This ordinance regulates conduct on Port Property, including at Port structures.

SECTION 2. Definitions. Unless the context requires otherwise, for purposes of this ordinance the following definitions and provisions stated in a definition apply:

“Board” means Port of Hood River Board of Commissioners.

“Boat Launch” means the concrete ramp on the east side of the Marina Boat Basin.

“Camp” means erecting a tent or shelter, arranging bedding or occupying a parked Vehicle, trailer or camper for purposes of, or in such a way as will permit, sleeping or remaining Overnight.

“Commercial Activity” means any activity directed to the general public or between two or more persons or entities undertaken for profit or personal gain.

“Courtesy Notice” means a written notice delivered or sent to a person informing them that a Parking Complaint has been issued and about their payment obligation.

“Dock” means a wharf or platform for loading or unloading people or materials.

“Event Site” means Port Property which includes an improved Vehicle parking area and beach access to the Columbia River, located north of Portway Avenue, west of the Nichols Basin inlet, south of the Columbia River, and east of the Jensen building.

“Executive Director” means the person the Board has appointed to act as the general manager of all Port operations.

“Jensen Building” means the Port building located west of the Event Site, north of Portway Avenue and east of the City waterfront park.

“Hook” means Port Property which includes a peninsula located west of the western terminus of Portway Avenue, east of Wells Island, north of Interstate 84, and south of the Columbia River.

“Interstate Bridge” means the bridge owned by the Port which crosses the Columbia River from Hood River, Oregon to Washington.

“Kiteboarding” means pumping/drying kites, carrying inflated kites, rigging or attaching lines, launching and landing.

“Lot 1” means the undeveloped lot east of Second Street, south of Portway Avenue, and west and south of a road leading from the north end of Portway Avenue south to Second Street.

“Marina Beach” means Port Property located east of the Hood River and north of the Marina Park.

“Marina Boat Basin” means the river basin located north of the Marina Green and east of the Marina Park, used for launching and moorage of boats and pontoon airplanes, with access to the Columbia River.

“Marina Boat Basin Area” means Port Property located west of the Interstate Bridge approach road, south of the Marina Beach, east of the Hood River and north of Interstate 84.

- “Marina Green”** means Port Property which includes a grass recreation field located south of the Marina Boat Basin and north of Interstate 84.
- “Marina Park”** means the park setting and picnic shelter located east of the Hood River and west of the Marina Boat Basin.
- “Nichols Basin”** means the river basin north of Interstate 84, which runs south to north along the western boundary of the Spit, with access to the Columbia River.
- “Official Sign”** means all signs, signals, markings, devices and placards placed, erected or provided by the Port for the purpose of guiding, directing, warning or regulating Vehicle or boat traffic or personal conduct. An Official Sign includes a Port message appearing on or from an electronic kiosk or other electronic device which provides information.
- “Overnight”** means between 11:00 p.m. and 6:00 a.m.
- “Parking Complaint”** means a written or electronic notice demanding payment issued by the Port placed on a Vehicle or provided to a person who has violated a Pay to Park Zone parking requirement.
- “Parking Pass”** means a Port-issued parking permit that authorizes a Vehicle which displays the Parking Pass to be parked in a designated Port parking location at times specified and on terms required by the Port. The Board or Executive Director may establish Parking Pass parking locations or requirements.
- “Pay to Park Zone”** means an area of Port Property designated as a Pay to Park Zone described and/or depicted on a Port map or diagram, where the Port limits Vehicle parking times and charges for Vehicle parking at specified parking locations. These Port locations reserved for Vehicle parking, which may be in a separate confined parking area or be shoulder spaces located adjacent to a curb along a Port access way, are not considered part of a public road or street subject to Oregon Motor Vehicle Code laws governing travel on a public road or street.
- “Peace Officer”** means a peace officer appointed by the Board pursuant to ORS 777.190, or a peace officer as defined in ORS 161.015.
- “Pedestrian Bridge”** means the bridge owned by the Port of Hood River intended for pedestrian use which crosses the Hood River from the Marina Boat Basin Area leading to the southern terminus of the Spit access road.
- “Port”** means Port of Hood River. Any action attributed to the Port by this Ordinance shall be an action by a Port employee, the Board, or their designee.
- “Port Marina Building Office”** means the Port headquarter building located at 1000 E. Port Marina Drive, Hood River, Oregon 97031.
- “Port Website”** means the official Port website, portofhoodriver.com.
- “Port Employee”** means a Port employee paid a salary by the Port, or a Port employee in a full year, full time position paid wages by the Port when working for the Port. A Port employee shall have authority to carry out acts contemplated by this ordinance, and for purposes of regulating activities on Port Property shall be a “person in charge” as defined in ORS 164.205(5).
- “Port Property”** means real property in Hood River County, Oregon owned or controlled by the Port, and the Interstate Bridge.
- “Portway Avenue”** means a City of Hood River (“City”) street running westerly from the intersection with North Second Street and easterly from the intersection with Eighth Street, and includes connected Port roads extending in a straight line westerly from the west end of the City street and in a straight line easterly from the east end of the City street.
- “Spit”** means Port Property which is a peninsula located north of Interstate 84, west of the Hood

River, east of the Nichols Basin and south from the Columbia River including exposed land in the Columbia River which is occasionally submerged.

“Transient Dock” means Port Property located west of the Boat Launch and used for temporary tie-up and limited overnight moorage

“Truck” means a commercial Vehicle consisting of a cab and/or a trailer attached to or detached from the cab.

“Vehicle” means every motorized device intended to carry people.

“Vehicle Owner” means the registered owner of a Vehicle in whose name title to the Vehicle is issued, and who is entitled to possession and use of a Vehicle.

“West Jensen Parking Zone” means a Pay to Park Zone on the Jensen Building property westerly from the Jensen Building.

GENERALLY APPLICABLE REGULATIONS

SECTION 3. Commercial Activity. No person shall engage in any Commercial Activity on Port Property without the prior approval of, and under the terms and conditions prescribed by the Port.

SECTION 4. Littering. No person shall litter on Port Property. For purposes of this section littering is defined as the dumping, throwing, placing, depositing or leaving, or causing to be dumped, thrown, deposited or left any refuse of any kind or any object or substance which tends to pollute, mar or deface.

SECTION 5. Vegetation. No person shall remove vegetation on Port Property without written permission from the Port.

SECTION 6. Fireworks. No person shall ignite fireworks or similar incendiary devices of any kind on Port Property, whether legally allowed in Oregon or not unless authorized by the Port in writing.

SECTION 7. Animal Control. No person shall bring an animal onto Port Property, or allow an animal to be on Port Property, except when the animal is leashed and under the control of an adult, provided however, (1) a dog may be off leash one hour before and after sunrise and one hour before and after sunset at the Hook and the Spit if the person with the dog complies with the provisions of the Hood River County dog control ordinance and (2) a dog may be off leash at the Hood River Parks & Recreation Department Dog Park, located west of the Sewer Treatment Plant, when the Dog Park is open to the public.

SECTION 8. Animal Waste. No person shall allow the feces of an animal in that person’s care or control to remain anywhere on Port Property other than in a waste receptacle.

SECTION 9. Launching Boats. No person shall launch a motorized watercraft from Port Property except at the Marina Boat Basin.

SECTION 10. Camping. No person shall camp Overnight on Port Property or camp in a Pay to Park Zone between the hours of 9:00 p.m. and 9:00 a.m.

SECTION 11. Hunting. No person shall discharge firearms, hunt, or attempt to trap or injure an animal on Port Property.

SECTION 12. Fires. No person shall build or attempt to build a fire on Port Property.

SECTION 13. Drones, Remote-Controlled Aerial Devices. (1) No person shall operate a remote-controlled flying or aerial device on or from Port property in a manner that violates FAA regulations governing such devices. (2) No person shall operate a remote-controlled flying or aerial device on or from Port Property after a Port employee requests the person not do so because the Port Employee has reasonable grounds to believe that activity may conflict with or impair other permitted uses on Port Property or may pose a hazard to others.

SECTION 14. Kiteboarding.

Location Restrictions:

No person shall launch or operate a kiteboard or training kite from Port Property other than at the following locations:

An area where the activity is permitted by an Official Sign.

Marina Green and Marina Beach, except when prohibited by an Official Sign.

Safety Restrictions:

No person shall launch or operate a kiteboard or training kite from Port Property, including where permitted under subsection a. or b. of this Section after a Port employee requests the person not do so because the Port Employee has reasonable grounds to believe that activity may conflict with or impair other permitted uses on Port Property or may pose a hazard to others.

SECTION 15. Vehicle Parking.

- a. **Parking Restrictions:** (1) No person shall park a Vehicle on Port Property in violation of an Official Sign or request of a Port employee. (2) No person shall park a Vehicle Overnight anywhere on Port Property unless expressly authorized by the Port. (3) No person shall park a Vehicle on Port Property where curbs are painted red.
- b. **Pay to Park Zone Obligations:** The Board or Executive Director are authorized to establish Pay to Park Zone parking requirements, including designating parking locations, parking time limits, amount payable to park at a location, and late payment charges. The operator of a Vehicle, and the Vehicle Owner who parks a Vehicle or permits a person to use the Vehicle, parked in a Pay to Park Zone, in consideration of the Port granting the right to park the Vehicle at that location, shall be required and contractually obligated: (1) to comply with all Port parking requirements posted on a Pay to Park Zone Official Sign including an electronic message on or from a Pay to Park Zone kiosk or other electronic device, including an app used for the payment of parking charges; (2) to pay when due a Pay to Park Zone charge owed for parking a Vehicle; and (3) to pay any late payment charges owed to the Port.
- c. **Parking Passes:** If a valid Parking Pass is clearly displayed on the dashboard or rearview mirror of a Vehicle which authorizes the Vehicle to be parked where the Vehicle is parked during the time the Vehicle is parked, payment of other Pay to Park Zone parking charges is not required.
- d. **Parking Terms and Conditions:** Parking charges, late payment charges and terms and conditions for parking in a Pay to Park Zone shall be established by the Executive Director or Resolution of the

Port Commission.

SECTION 16. Vehicle Speed. No person shall operate a Vehicle at a speed in excess of 15 miles per hour in the Marina Boat Basin area or at the Hook or Spit, or in excess of 25 miles per hour on other Port Property, unless an Official Sign authorizes a different maximum speed.

SECTION 17. Vehicles on a Path or Off a Road. (1) No person shall operate a Vehicle on any pedestrian path located on Port Property except a motorized wheelchair or device used to improve mobility for a disabled person, a Port maintenance Vehicle and an emergency Vehicle. (2) No person shall drive or park a Vehicle on Port Property off a Port road or parking area without Port permission.

SECTION 18. Official Signs. No person shall engage in any conduct in violation of instructions or prohibitions appearing on an Official Sign on Port Property. No person shall place a sign on Port property without permission by the Port Executive Director or their designee. Contents of an Official Sign shall be approved by the Executive Director. If an Official Sign is placed by the Port on Port property contents of the sign shall be deemed approved by the Executive Director.

SECTION 19. Use of Port Utilities. No person shall connect an electrical device of any kind to a Port electrical power outlet or in any other manner use or interfere with electricity or water supplied to or by the Port on Port Property.

SECTION 20. Fees. No person shall refuse nor neglect to pay a fee or charge established by the Board or Executive Director for use of Port Property, Port facilities or Port services, when due.

SECTION 21. Tobacco use. No person shall use tobacco products of any kind, including cigars, cigarettes, e-cigarettes, vape pens, snuff or chewing tobacco while on Port Property or within Port buildings or facilities.

SECTION 22. Port Permission. No person may violate a provision of this ordinance unless the person is given express written permission to do so at a specific time or for a specific purpose by the Board or a Port employee, or an activity is allowed by an Official Sign. Such permission shall apply only to the expressly stated time, event, or activity.

SITE-SPECIFIC REGULATIONS

SECTION 23. Boat Launch and Transient Dock.

No person shall park a Vehicle in the Boat Launch parking lot Overnight.

No person shall dock a boat under 26 feet long to the Transient Dock for more than three consecutive nights.

No person shall dock a boat that is 26 feet in length or longer to the Transient Dock for more than ten consecutive nights in a 30-day period.

SECTION 24. Marina Boat Basin. All Marina Boat Basin tenants shall comply with the conditions of their moorage agreement and with moorage rules and regulations adopted by the Port. Unless otherwise allowed or prohibited by an Official Sign, the following activities are prohibited in the Marina Boat Basin or Marina Boat Basin Area:

- a. No person shall jump or dive into, swim in, windsurf, or kiteboard in the Marina Boat Basin.
- b. No person shall operate a boat, an airplane or any other type of watercraft in the Marina Boat Basin at a speed in a manner which causes a wake.
- c. No person shall clean fish in the Marina Boat Basin or Marina Boat Basin Area.
- d. No person shall stay on a boat or boathouse moored in the Marina Boat Basin for a period of time that violates a Port moorage rule or regulation.
- e. No person shall park a Vehicle at the Marina Boat Basin parking lot for more than three consecutive nights.
- f. No parent, guardian, or person having custody or control of a child under the age of 16 years shall allow the child to be in a moored boat or boathouse in the Marina Boat Basin unaccompanied by an adult.

SECTION 25. Marina Park.

- a. No person except a Marina Boat Basin tenant or their guest shall operate or park a Vehicle at the Marina Park between the hours of 10:00 p.m. and 6:00 a.m.
- b. No person shall park a Vehicle on Marina Green grass.

SECTION 26. Marina Beach. No person shall recreate or otherwise use the Marina Beach in violation of an Official Sign or request of a Port employee.

SECTION 27. Pedestrian Bridge. The following activities are prohibited on the Pedestrian Bridge:

- a. No person shall jump or dive from the Pedestrian Bridge.
- b. No person shall drive a Vehicle on the Pedestrian Bridge, with the exception of a motorized wheelchair or device used to improve mobility for a disabled person, and Port maintenance vehicles.
- c. No person shall ride a bicycle, scooter or skateboard on the Pedestrian Bridge.

SECTION 28. Spit. No person shall drive or park a Vehicle on the Spit north of the designated parking area.

SECTION 29. Event Site. No person shall engage in an activity related to kiteboarding or windsurfing at the Event Site except at times and in areas designated by an Official Sign.

SECTION 30. Event Site & Nichols Basin Structures. No person shall jump or dive from a wharf, pier, dock or pylon at or near the Event Site or the Nichols Basin. No person shall use a dock owned by the Port located at the Event Site or in the Nichols Basin without Port permission or unless allowed by an Official Sign.

SECTION 31. Hook. No person shall operate or park a Vehicle at the Hook between the hours of 9:00 p.m. and 5:00 a.m. or when the Hook roadway entrance gate is closed.

SECTION 32. Interstate Bridge. The following activities are prohibited on the Interstate Bridge:

- a. No person shall ride a bicycle on the Interstate Bridge.
- b. No person shall operate an electronic bicycle, motorized scooter or skateboard on the Interstate Bridge.
- c. No person shall walk onto or jump from the Interstate Bridge.
- d. No person shall drive a Vehicle in excess of 25 miles per hour on the Interstate Bridge, unless a different speed is posted at an entrance to the Interstate Bridge, in which event the driver shall obey

- the posted speed. Emergency Vehicles are exempt from this requirement in cases of an emergency.
- e. No person driving a Vehicle shall pass another Vehicle traveling in the same direction, or pass a Vehicle in the same lane of travel which is stopped on the Interstate Bridge.
 - f. No person shall stop, park, or leave a Vehicle unattended on the Interstate Bridge.
 - g. No person shall drive a Vehicle onto or across the Interstate Bridge without paying a bridge toll established by the Port.

ENFORCEMENT

SECTION 33. Severability. This ordinance shall be liberally constructed to effectuate the purposes of this ordinance. Each section, subsection or other portion of this ordinance shall be severable; the invalidity of any section, subsection, or other portion shall not invalidate the remainder.

SECTION 34. Enforcement of Ordinance and Parking Compliance. The following provisions apply to enforcement of violations of this ordinance:

- a. Port employees shall have authority to carry out the provisions of this ordinance, to cause citations for ordinance violations to be issued by a Peace Officer, and if the employee is a Peace Officer to issue citations.
- b. All peace officers of the city, the county, the state and those appointed by the Board shall have the authority to enforce the provisions of this ordinance and to issue citations for the violation of any section of this ordinance.
- c. Any person who is issued a citation for the violation of any section of this ordinance must appear in the Circuit Court of the State of Oregon, Hood River County or in such other court in Hood River County with jurisdiction over the matter as stated on the citation.

The following provisions apply to compliance with Pay to Park Zone parking requirements:

- a. A person who fails to comply with a Port Pay to Park Zone requirement and fails to pay a Pay to Park Zone parking charge when due shall be liable to the Port for the amount owed, and shall be liable for any late payment charge owed if the parking charge payment is not received when due.
- b. The Port is authorized to issue a written notice or a Parking Complaint to a person who has not complied with a Pay to Park Zone parking requirement and has an obligation to pay the Port as a result.
- c. The Port, or a Port designee on behalf of the Port, is authorized to issue a Courtesy Notice or a payment demand and to undertake collection activities to collect an unpaid Pay to Park Zone obligation.
- d. If a person disputes a Port claim of non-compliance with a Pay to Park Zone requirement, failure to pay a parking charge when due, or the contents of a Parking Complaint or payment demand, for any reason, the person may obtain a Port form to be used to state the reason(s) for their dispute at the Port Marina Building Office or Port Website (“Dispute Form”). A completed Dispute Form may be filed with the Port in person at, or sent by mail

to, the Port Marina Building Office or be submitted to the Port at the Port Website. A properly completed and filed Dispute Form will be considered by the Executive Director or their designee if received within 30 days after the issuance of a Parking Complaint and if a Courtesy Notice is issued 30 days after issuance of the Courtesy Notice, or may be considered later in the Executive Director's discretion. The Executive Director or their designee may take any action they deem appropriate in response to the information in a Dispute Form filed with the Port, or received in some other manner, including obtaining more information, reducing or forgiving a parking charge, or undertaking or continuing collection activities.

SECTION 35. Penalties and Payments.

- a. A person who violates a provision of this ordinance shall commit an offense punishable by a fine as a Class A violation. Provided however, if an offense defined in this ordinance is also an offense governed by a provision of the Oregon Criminal Code or Oregon Motor Vehicle Code ("State Regulation") and the State Regulation offense category is lower than a Class A violation, the ordinance offense and fine payable shall be reduced to be the same as provided in the State Regulation.
- b. Each violation of a section or subsection of this ordinance shall constitute a separate offense.
- c. Each separate violation of this ordinance shall constitute a separate offense.
- d. If a person fails to comply with any Pay to Park Zone parking requirement established by the Port, the person shall owe the Port the amount established by the Board or Executive Director as a result of their failure to comply.

SECTION 36. Right of Removal.

No person shall remain on Port Property after being asked to leave Port Property by a Peace Officer or by a Port employee who has reasonable grounds to believe the person has violated a provision of this ordinance or of the Oregon Criminal Code, or the person has threatened to do so.

No person shall cause or allow their personal property to remain at a location on Port Property after a Peace Officer or a Port employee has asked the person to remove or relocate the personal property.

SECTION 37. Ordinance Effective Immediately. Because many people will use Port Property as weather improves it is important for the protection of Port Property and the public that ordinance provisions that regulate Port Property activities take effect immediately, and because the Port intends to install parking control equipment in Pay to Park Zones in June to manage limited parking areas efficiently, to encourage parking turnover, and to provide funds for Port Property maintenance it is important that ordinance parking provisions take effect immediately. Therefore, an emergency is declared. This ordinance shall take effect immediately after being read once and passed unanimously by Port Commissioners at a Board meeting.

SECTION 38. Ordinance Repealed. Port Ordinance No. 24, An Ordinance Regulating Conduct on Port Property, dated May 6, 2014, is repealed and replaced by this ordinance.

This ordinance is adopted and in effect after being introduced, read once, put on its final passage and

approved unanimously by Port Commissioners at the Board meeting held on June 5, 2018.

PORT OF HOOD RIVER
1000. E. Port Marina Drive Hood River, OR 97031

Hoby Streich, President

Jana Scoggins, Recording Secretary

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Commission Memo



Prepared by: Michael McElwee
Date: June 5, 2018
Re: Waterfront Parking Rate Schedule

At its March 3, 2018 meeting, the Commission approved implementation of the Waterfront Parking Plan starting in early summer 2018. Since that decision, significant steps have been carried out including execution of a contract with Cale Parking Systems, specification and ordering of parking kiosks, execution of a services agreement with Duncan Solutions, development of the customized enforcement tools, preparation of a signage/curb painting plan, and a robust public outreach effort.

Implementation of the Waterfront Parking Plan is expected to begin on June 11. Commission approval of the Schedule of Parking fees and Penalties ("Schedule") and operational policies for the various Port waterfront parking areas is needed.

The Commission reviewed a draft schedule at the April 3 and May 15 meetings. Staff has updated the Schedule (attached) based on feedback from Cale and Duncan Solutions, and public input that has been received. Staff will review the many details of the Schedule and seeks Commission approval.

RECOMMENDATION: Approve the Waterfront Parking Fee Schedule dated June 5, 2018.

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Port of Hood River
**Waterfront Parking Plan
 2018**
Schedule of Rates & Charges

6/05/2018

Event Site Passes

	<u>2017</u>	<u>2018</u>
- Daily	\$ 8	\$ 8
- Daily Oversize	\$ 20	\$ 15
- Annual Pre-Season	\$ 70	\$ 75
- Annual Regular Pass	\$ 100	\$ 100
- Additional Family Discounted Passes	\$ 40	Discontinued
- Annual Preseason Oversize Pass	\$ 140	\$140
- Annual Oversize Pass	\$ 180	\$200

Notes:

*Passes must be displayed at all times when parked in designated lots
 Passes used only at Event Site, West Jensen & Lot One (when open)
 Pre-season passes purchased on-line only May 1-May 23, 2018
 Lost passes will NOT be replaced or refunded*

*Pre-season passes will be mailed if purchased prior to May 23
 After May 23 passes may be picked up at the Event Site Booth
 When Event Site reaches 90% capacity, Lot #1 is opened*

RATES

	Passenger Cars		Commercial Trucks	
	April 1 - Sept. 30	Oct. 1 - March 31	April 1 - Sept. 30	Oct. 1 - March 31
Zone 0001: Nichols Basin *	\$0/hr. <i>Max. 2 Hr. Stay</i>	\$1/hr. <i>Max. 4 Hr. Stay</i>		
Zone 0002: N. First Street	\$1.75/hr. <i>Max. 4 Hr. Stay</i>	\$1/hr. <i>No Max. Stay</i>	Prohibited \$20/Overnight	\$2/Hr. \$20/Overnight
Zone 0003: East Portway Ave.	\$1.75/hr. <i>Max. 4 Hr. Stay</i>	n/a <i>Not Open</i>		
Zone 0004: Event Site	n/a <i>Booth Open</i>	\$5/Day <i>HRM Ski Bus</i>		
Zone 0005: West Jensen	\$1/hr. <i>Max. 8 Hr. Stay</i>	\$1/hr. <i>Max. 8 Hr. Stay</i>		
Zone 0006: West Portway Ave.	\$1/hr. <i>Weekends Only</i>	Prohibited	\$150/Month (w/Agreement) \$20/Day or Part (Individual User)	

Notes: *Payment for parking shall be required 9:00 a.m. to 8:00 p.m.
 Overnight Parking for Tractor/Trailers is allowed in Zone 2 & 6 Only
 No overnight parking for passenger car/truck, van any Zone
 Jensen Bldg. tenants issued pass, marked spaces for visitors*

*On July 4th street parking will be free with no max. hours.
 Overnight is vehicle parked anytime between 11:00 p.m. and 6:00 a.m.*

* Zone #1 Parking Kiosk to be installed in Spring 2019.

Parking Complaint & Late Payment Charges

	Charge	<i>Additional Charge (added each stated period)</i>			
		30+ Days	60+ Days	90+ Days	Over 90 Days
Overtime Parking	\$10	\$10	\$10	\$20	Collections
Non-Payment (Each Occupied Space)	\$18	\$18	\$18	\$20	"
Parking in Unauthorized Space	\$20	\$20	\$20	\$30	"
Car/Van Overnight Parking	\$40	\$40	\$40	\$40	"
Truck Overnight No-Pay (Zone 2)	\$40	\$40	\$40	\$80	"
Truck Overtime Parking (Zone 2)	\$20	\$20	\$20	\$40	"
Truck Daytime No-Pay (Zones 6 & 2)	\$40	\$40	\$40	\$80	"

H/C Ramp, Fire Lane, Overnight Parking, etc. *Contact City Police*

Notes: *Overnight Parking for passenger vehicles not allowed in any Zone
 Trucks are defined as commercial tractor and/or trailer
 Unauthorized parking for passenger vehicles is Event Site, Zone 5 tenant spaces, Zone 6 weekdays
 and truck parking in Zones 2 & 3*

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Commission Memo



Prepared by: Michael McElwee
Date: June 5, 2018
Re: FEIS Consultant Selection Process

The Environmental Impact Studies (EIS) process is the next significant step in the regional effort to replace the Hood River/White Salmon Interstate Bridge. \$5 million was received from 2017 Oregon legislature for this purpose.

The Port retained the Southwest Washington Regional Transportation Council (RTC) to prepare a Request for Proposals (RFP) and administer the evaluation process to select a multi-disciplinary firm to carry out the project. An evaluation Committee (EC) Committee was identified, composed of representatives of the Port of Hood River, Port of Klickitat, City of Hood River and Washington and Oregon Depts. of Transportation. The law firm of Schwabe Williamson was retained to review the RFP and evaluation materials.

The process to select an engineering firm was initiated on March 28th when the RFP was formally advertised. Three proposals were received by the deadline of April 25th. EC members then each independently reviewed and scored each proposal. Two firms, WSP and Parametrix, scored high enough to qualify for in-person interviews on May 23rd. Following the interviews and calibration of the combined scores, the firm of WSP Engineering received the highest cumulative score from the members of the EC.

I have reviewed the comments and scores from the EC and concur that the Committee diligently followed the process and selection criteria as described in the RFP. Therefore, I recommend that the Commission authorize contract negotiations with the EC's highest ranked firm -- WSP Engineering. Included in the packet is a matrix of the scores from the Committee. All Committee member comments and score sheets are on file and will become public documents upon completion of the process.

If authorized by the Commission, contract negotiations will begin immediately. Assuming negotiations are successful and in line with the proposed \$3-million budget, staff would seek to prepare a contract for Commission consideration at either the June 19 or July 17th meeting. If terms cannot be successfully negotiated, then the Commission can direct staff to begin negotiations with Parametrix.

RECOMMENDATION: Authorize contract negotiations with WSP for Environmental Studies associated with the Hood River/White Salmon Interstate bridge replacement.

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Hood River Bridge Replacement Evaluation Committee Matrix 5/23/2018

RFP Evaluation (100 possible pts.)

Firm	ODOT	WSDOT	City HR	Port HR	Port Klick	Average
WSP	95.0	95.0	87.0	92.0	75.0	88.8
Parametrix	94.0	84.0	90.0	89.0	75.0	86.4
HR Engineers	75.0	57.0	73.0	58.5	55.0	63.7

Interview Evaluation (30 possible pts.)

Firm	ODOT	WSDOT	City HR	Port HR	Port Klick	Average
WSP	28.0	27.0	25.0	27.0	18.0	25.0
Parametrix	24.0	26.0	20.0	22.0	17.0	21.8
HR Engineers	HR Engineers not eligible for interviews per RFP instructions					
<i>HR Engineers not eligible for interviews per RFP instructions</i>						

RFP and Interview Cumulative Evaluation (130 possible pts.)

Firm	ODOT	WSDOT	City HR	Port HR	Port Klick	Average
WSP	123.0	122.0	112.0	119.0	93.0	113.8
Parametrix	118.0	110.0	110.0	111.0	92.0	108.2
HR Engineers	75.0	57.0	73.0	58.5	55.0	63.7

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Commission Memo



Prepared by: Kevin Greenwood
 Date: June 5, 2018
 Re: P3 Administrative Rules

Tonight concludes the year long process to allow the Port of Hood River the option to consider Public Private Partnerships as a possible procurement method to replace the Hood River/White Salmon Bridge.

The process began with the passage of HB 2750 in the 2017 Oregon Legislative Session. Late last year, Steve Siegel, the Port’s technical advisor, began developing the Preliminary Review Draft of the P3 Administrative Rules. That Draft was reviewed at the Commission’s January 23rd meeting. Since that time, the Port has conducted a number of open session discussions and two public hearings to generate comments regarding these Rules. Many were incorporated into the Final Draft in front of the Commission tonight.

Here is a summary of the Port’s progress since the beginning of the year:

- *Prelim Review Draft #1 DiscussedJanuary 23, 2018* X
- *Commission Directs Changes to Draft #1.....February 6, 2018* X
- *Commission Directs Changes to Draft #2.....February 20, 2018* X
- Public Discussion Draft ReleasedFebruary 23, 2018 X
- Written Comments DueMarch 15, 2018 X
- *Public Hearing #1March 20, 2018* X
- *Commission Reviews PD Draft Changes (if any).....April 3, 2018* X
- Staff Prepares Revised Recommended DraftApril 6, 2018 X
- Notice for Second Hearing.....April 13, 2018 X
- Written Comments DueApril 27, 2018 X
- Staff Prepares Compilation of CommentsApril 30, 2018 X
- *Public Hearing #2 May 1, 2018* X
- Comments Reviewed; Recommendations to Comm..... May 4, 2018 X
- Post Proposed Final Draft on Website..... May 11, 2018 X
- *Commission Vote on Final Draft of Rule June 5, 2018*

Commission meetings in *italics*, X=completed

Based upon the ample opportunity for public input, received comments, edits and improvements, staff is recommending that the Rules as presented tonight be adopted.

RECOMMENDATION: Adopt Resolution 2017-18-5 amending the Public Contracting Rules to include Rules for Public Private Partnerships for Bridge Projects and Bridge Project Activities.

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PORT OF HOOD RIVER
RESOLUTION NO. 2017-18-5

Adopting Rules for Public Private Partnerships (P3s) for Bridge Projects and Bridge Project Activities

WHEREAS, the Oregon State Legislature passed House Bill 2750 in 2017 allowing the Port of Hood River (“Port”) to consider Public Private Partnerships (“P3s”) subject to adoption of administrative rules for implementing the provisions of HB 2750 (“Rules”); and,

WHEREAS, drafts of the Rules were reviewed and discussed by the Port Commission at their regular meetings on January 23, February 6, February 20, and April 3, 2018; and,

WHEREAS, the first public hearing regarding draft Rules was held on March 20, 2018 after notices ran in the *Hood River News*, *White Salmon Enterprise*, *The Dalles Chronicle*, and the *Portland Daily Journal of Commerce* between February 28 and March 1, 2018; and,

WHEREAS, the second public hearing regarding draft Rules was held on May 1, 2018 after notices ran in the *Hood River News*, *White Salmon Enterprise*, *The Dalles Chronicle*, and the *Portland Daily Journal of Commerce* between April 25 and 28, 2018; and,

WHEREAS, the proposed final draft Rules were posted on the Port’s website on May 11, 2018; and,

WHEREAS, the Port received comments from the P3 community, Oregon and Washington Depts. of Transportation, and the public during the public review process and revised the proposed Rules based on these comments; and,

WHEREAS, enactment of these Rules does not constitute support at this time for any specific procurement method for the replacement of the Hood River/White Salmon Bridge or Bridge Project Activities;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT OF HOOD RIVER, the following:

The Port of Hood River Public Contracting Rules are hereby amended to include Rules for Public Private Partnerships for Bridge Projects and Bridge Project Activities, stated in Attachment A attached hereto and incorporated herein.

ADOPTED BY THE BOARD OF PORT COMMISSIONERS ALSO ACTING AS THE PORT OF HOOD RIVER LOCAL CONTRACT REVIEW BOARD on June 5, 2018.

Hoby Streich, President

Brian Shortt, Vice President

John Everitt, Secretary

Ben Sheppard, Treasurer

David Meriwether, Commissioner

**PORT OF HOOD RIVER RULE
PUBLIC PRIVATE PARTNERSHIPS FOR BRIDGE PROJECTS AND BRIDGE PROJECT ACTIVITIES
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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 ORS 381.310 ORS 381.314.

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 a Private Contribution.

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, reconstruct, replace, improve, maintain, manage, repair, lease, or operate a bridge, Bridge Project, or any Related Facility, including all ancillary activities.

5. "Business Days" means all days when the Port of Hood River offices are scheduled to be open to the public for general business.

6. "Clarification" means additional materials or information regarding a Submission that is provided to the Port by the proposer at the request of the Port.

7. “Commission” means the Port of Hood River Commission.
8. “Competitive Negotiations” means negotiations of Term Sheets or Agreements between the Port and multiple proposers that are undertaken as part of the process of evaluating and selecting the preferred Submission, as more fully described in subsection 7.3(2)(b) and (3) of the Rule.
9. “Days” means calendar days, unless specified as business days, and include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or legal holiday.
10. “Direct Negotiations” means the undertaking of negotiations between the Port and a single selected proposer regarding a Term Sheet or Agreement, as described in paragraph 2(a) of subsection 7.3.
11. “Director” means the Executive Director of the Port of Hood River, a Port employee authorized in writing by the Executive Director to act under this Rule in the place of, on behalf of, and with the authority of the Executive Director to perform specified Executive Director tasks, or a Port employee authorized by the Commission to act in the place of and with the authority of the Executive Director under this Rule if the Executive Director is unavailable.
12. “Evaluation Panel” means the panel of persons appointed by the Director to evaluate a proposal for a Bridge Project or Bridge Project Activity under subsection 5.1 of this Rule.
13. “Key Person” means an official in a Managing Entity, Ownership Entity, or Major Subcontractors who plays a critical role in running the enterprise or a critical role in a proposal and whose loss or unavailability could jeopardize the success of the proposal.
14. “Local Government” has the meaning given that term in ORS 174.116.
15. “Major Partner” means a Private Entity that has an ownership interest in excess of 25% in a Managing Entity, Ownership Entity, or Major Subcontractor, as applicable.
16. “Major Subcontractor” is the member of the Team, other than the Managing Entity, designated in the proposal to have primary responsibility for one or more of the following: project development, engineering, architecture/design, project management, construction (including any construction subcontractors with subcontracts of at least 10% of the construction budget), legal, financial, operations, or maintenance.
17. “Managing Entity” means the Private Entity or Private Entities authorized to execute Agreements for the proposal and that will have primary management and oversight responsibility for the

performance of the obligations under an Agreement. The Managing Entity may also be a Major Subcontractor or an Ownership Entity.

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

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

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

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

22. “Port” means the Port of Hood River.

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

24. "Private Entity" means any entity that is not a unit of government, including but not limited to a corporation, partnership, company, nonprofit organization, joint venture, or other legal entity, or a natural person.

25. “Project” means a Bridge Project or Bridge Project Activity.

26. “Public Communications” has the meaning given that term in paragraph (3) of subsection 4.5 of this Rule.

27. “Public-Private Partnership” or “PPP” means an arrangement resulting from an Agreement between the Port and one or more Private Entities for the design, construction, maintenance, operation, financing, or ownership of the Bridge Project or Bridge by one or more Private Entities that includes a Private Contribution and, in return, the right of the Private Entity (or Entities) to receive all or a portion of toll revenues from the Bridge or Bridge Project and/or other public funds or resources. The

use of the word “partnership” in all contexts under this Rule is not intended to mean or to confer on the relationship formed between the Port and a Private Entity any of the attributes or incidents of a partnership under common law or under ORS chapters 67 and 70.

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

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

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

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

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

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

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

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

36. “Submission Performance Guaranty” means a legal commitment or other instrument provided by a proposer in or in conjunction with a Submission that provides assurance to the Port of the proposer’s capacity to perform or intent to perform under the Submission, should it be selected by the Port.

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

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

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

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

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

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

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

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

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

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

4.1 Solicitation Documents

(1) The Port may solicit proposals for a Bridge Project or one or more Bridge Project Activities by issuing a Request for Qualifications (RFQ), a Request for Proposals (RFP), or a multi-staged RFQ/RFP

(each referred to herein as a “Solicitation Document”), as determined by the Port. Before issuing a Solicitation Document, the Solicitation Document shall first be approved by the Commission.

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

(3) The Port may require in a Solicitation Document (or an Addendum or a notice) that the proposer provide to the Port a Submission Performance Guaranty to accompany a Submission (or during the evaluation of proposals or the negotiation of Agreements). If required to accompany a Submission, the Port shall not consider a Submission that is not accompanied by the required Submission Performance Guaranty.

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

(a) Mail the announcement of the availability of Solicitation Documents to Private Entities that submitted a writing to the Port expressing an interest in the Port’s Bridge Project or Bridge Project Activity procurements;

(b) Place the announcement on the Port’s internet web site;

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

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

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

(6) Following the issuance of the initial Solicitation Document, the Port may from time to time issue an addendum to the Solicitation Document or a writing requesting Clarifications, the addition

or deletion of project features, alternative financing terms, additional Organizational Disclosure Requirements, and other materials not included in the initial Solicitation Document or initial Submissions.

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

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

(c) The Director may, without the approval of the Commission, issue an addendum that clarifies the meaning of provisions in a Solicitation Document or previous addendum, amends a process in a manner that does not violate a provision of this rule or reduce the Commission's decision-making authority, requests Clarifications from proposers, or provides additional data or other information to proposers.

(7) The Port may issue a request for information, request for industry review, expression of interest, or other preliminary documents or market-sounding mechanisms to obtain information useful in preparing a Solicitation Document.

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

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

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

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

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

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

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

4.3 Contents of a Proposal or Statement of Qualifications

(1) A Submission must include all information required by this Rule and the Solicitation Document, and comply with any formatting requirements set forth in the Solicitation Document. All information must be complete, accurate, current, and truthful. The failure or refusal of any proposer to provide complete, accurate, current, and truthful information requested by the Port shall be sufficient grounds for rejection of the Submission.

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

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

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

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

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

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

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

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

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

4.4 Obligation to Update Changed Information

(1) The proposer must notify the Port of any change in the status of the proposer, a Team member, a Key Person, or a Major Partner within five (5) business days of the date of the known change. A change in status under this Rule includes (a) the replacement of a Team member, Key Person, or Major Partner; (b) a shift in the role or a material commitment of a Team member, Key Person, or Major Partner; and (c) reorganization of the business structure or corporate structure of the proposer, Team Member, or a Major Partner amounting to a transfer of over twenty percent (20%) of the entity's ownership (at one time or cumulatively during the procurement process). The notice to the Port shall include an explanation of the reason(s) for the change, and all information on the changed entity or entities that are required by this Rule or the Solicitation Documents. Those entities whose status has changed or who have been added are required to satisfy all Organizational Disclosure Requirements within the five (5) business day period; provided, however, the Director may prescribe in writing a longer time period for fulfillment of the Organizational Disclosure Requirements if she or he finds special circumstances that justify an extension.

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

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

(4) The Port shall approve or reject a proposed change to the status of the proposer, a Team member, a Key Person, or Major Partner as follows:

(a) If notice of a proposed change in the status of the proposer, a Team member, a Key Person, or a Major Partner is received by the Port prior to a Commission action approving or rejecting a Submission for detailed evaluation, the Director shall have the authority to (i) approve the change; (ii) reject the change and provide the proposer additional time to propose a different change; or (iii) reject the change and terminate further consideration of the proposal. In making this determination, the Director shall consider (i) the extent of the change proposed by the proposer, (ii) the experience, technical capacity, and organizational disclosure of the entities involved in the change, and (iii) the impacts of considering or allowing the change on the fairness and schedule of the solicitation process. Unless otherwise extended by the Director, the Director shall notify the proposer of his or her decision and reasons for the decision within a five (5) business day period from the date the Port receives notice from the proposer under subsection 4.4(1). A proposer may appeal to the Commission a rejection of a proposed status change made by the Director by filing a written appeal with the Port no later than three (3) business days after receipt of the Director's notice under this paragraph stating the reasons why the Director's determination was in error. If properly appealed, the Commission shall hear the appeal within fourteen (14) days of the Port receipt of the written appeal, unless this time is extended by the Commission. In considering the appeal, the Commission shall only consider the explanation of the error(s) set forth in the proposer's written appeal.

(b) If notice of a proposed change in the status of the proposer, a Team member, a Key Person, or a Major Partner is received by the Port following a Commission action approving or rejecting a Submission for detailed evaluation, the Commission shall have the authority to (i) approve the change; (ii) reject the change and provide the proposer additional time to propose a different change; or (iii) reject the change and terminate further consideration of the proposal. In making this determination, the Commission shall consider (i) the extent of the change proposed by the proposer, (ii) the experience, technical capacity, and organizational disclosure of the entities involved in the change, and (iii) the impacts of considering or allowing the change on the fairness and schedule of the solicitation process.

4.5 Communications during the Solicitation, Evaluation, and Negotiation Process

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

(2) Unless otherwise authorized in writing by the Director or his or her designee as described in paragraph (4) of this subsection, no proposer or potential proposer, agent or representative of a proposer or potential proposer, Team member, or agent or representative of a Team member shall

engage in Public Communications, as described in paragraph (3) of this subsection, between the date on which the Commission approves a Solicitation Document and the date on which the Commission approves an Agreement or terminates the solicitation process without approving an Agreement.

(3) Public Communications under this Rule shall include any direct or indirect contact, not authorized under paragraph (4) of this subsection, in which a proposal for a Bridge Project or Bridge Project Activity is discussed, whether in person, in writing, or electronically, by a proposer or potential proposer or an agent or representative of a proposer or potential proposer (including any member of the Team, or an agent or representative of a Team member) with any member of the Commission; any local, state, or federal official (including presentations to any governmental boards or commissions); or persons (or agents or representatives of persons) engaged in print or electronic media..

(4) The Solicitation Documents may describe certain Public Communications that the proposer or potential proposer may engage in. In addition, the Director may authorize proposers or potential proposers to engage in Public Communications, if the Director determines such Public Communications: (i) does not afford any Private Entity an undue competitive advantage and (ii) is in the best interest of the Port. The authorization to engage in Public Communications shall be in writing and shall describe the specific purpose or purposes for which Public Communications is authorized, any limitations on the Public Communications, and the time period during which the authorization is effective. Any proposer or potential proposer, agent or representative of a proposer or potential proposer, Team member, or agent or representative of a Team member authorized to engage in Public Communications shall only do so under the terms and conditions set forth in the Solicitation Documents or Director's authorization, as applicable. Any Public Communications not complying with the terms and conditions in the Director's authorization shall constitute unauthorized Public Communications under this subsection.

(5) An unauthorized Public Communications may constitute grounds for (i) disqualifying the violator but not the proposal (allowing the Team to replace the violator) or (ii) terminating consideration of the proposal of the violator, depending on the nature and extent of the unauthorized Public Communications. The Director shall determine whether unauthorized Public Communications has occurred. If the Director determines that unauthorized Public Communications occurred, the Director shall send notice to the violator or violators stating the nature of the violation and the penalty, if any.

(6) Any proposer or potential proposer receiving notice under paragraph (5) of this subsection shall have five (5) business days after receiving the Port notice to file a written appeal of the Director's determination to the Commission stating its reasons why the Director's determination is unwarranted. If the Director's determination is not appealed or the Commission upholds the Director's determination, the penalty, if any, stated in the Director's notice under subsection 4.5(5) will be imposed. If appealed, the Commission may amend or overturn the determination (and penalty) of the Director if the Commission finds that (i) there was not any improper contact or (ii) the contact was unintended or

incidental and contact could not have reasonably given the violator or the violator's proposal a competitive advantage.

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

5.1 Evaluation Panel

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

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

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

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

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

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

5.2 Initial Screening for Responsiveness of Submissions

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

(2) Each Submission received by the Submission Deadline at the correct location will be assessed to determine if it is a Responsive Submission. To be a Responsive Submission, the Submission must:

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

(b) Be accompanied by the Submission Performance Guaranty, if the Solicitation Document or Addenda require such a guaranty to accompany the Submission.

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

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

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

(3) Any Submission that does not comply with all criteria in paragraph (2) of this subsection shall be an Unresponsive Submission and shall be disqualified from further consideration.

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

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

(b) If any of the items reviewed in paragraph (4)(a) of this subsection is found to be deficient, the proposer shall be notified in writing by the Port, and the proposer must fully rectify the deficiency or deficiencies identified in the Port's notice by within five (5) business days following the date on which notice is provided, unless a later date is authorized in writing by the Director due to special circumstances. Failure to fully rectify the deficiency or deficiencies identified in the Port's notice within the required time period shall make the Submission an Unresponsive Submission that receives no further consideration.

(c) Each Submission complying with the criteria in paragraph (4)(a) of this subsection will be reviewed by the Evaluation Panel to assess if the Submission (i) provides all information required by the Solicitation Document and (ii) complies with all other applicable requirements under this Rule and the Solicitation Document. The Evaluation Panel will report its findings in writing to the Director.

(5) After reviewing the findings of the Evaluation Panel, the Director shall determine which, if any, Submissions are Unresponsive Submissions that will not receive any further consideration.

(6) If the Director determines that a Submission is an Unresponsive Submission, the Director shall promptly convey to the proposer a "Notice of an Unresponsive Submission" stating his or her reasons for the determination. A proposer receiving a Notice of an Unresponsive Submission shall have five (5) business days from the date of notice, as set forth in section 10 of this Rule, to appeal in writing to the Port. The written appeal shall explain in detail why the Notice of an Unresponsive Submission was issued

in error. If appealed, the Commission shall hear the appeal within fourteen (14) days after Port receipt of the appeal, unless the time is extended by the Commission. If not appealed, the Director's determination shall take effect at the close of the appeal period.

5.3 Evaluation of Responsive Submissions

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

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

- (a) The estimated cost of the Bridge Project;
- (b) The qualities of the design that the proposer submits, if appropriate, including:
 - (A) The structural integrity of the design and how the design will likely affect future costs of maintaining the bridge;
 - (B) The aesthetic qualities of the design and other aspects of the design such as the width of lane separators, landscaping and sound walls;
 - (C) The traffic capacity of the design;
 - (D) Aspects of the design that affect safety, such as lane width, the quality of lane markers and separators, the shape and positioning of ramps and curves and changes in elevation; and
 - (E) The ease with which traffic will pass through any toll collection facilities;
- (c) The extent to which the bridge project will involve small businesses. The Port shall encourage small businesses to participate in the bridge project to the maximum extent that the Port determines is practicable. As used in this paragraph "small business" means an independent business with fewer than 20 employees and with average annual gross receipts during the last three years of not more than \$1 million for construction firms and not more than \$300,000 for businesses that are not construction firms; however, small business does not include a subsidiary or parent company that belongs to a group of firms that the same individuals own or control and that have average aggregate annual gross receipts during the last three years in excess of \$1 million for construction firms or \$300,000 for firms that are not construction firms;

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

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

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

(g) If the Submission proposes private sector involvement or control in the setting of toll rates and fees, the nature and level of the private sector's involvement or control, the nature and level of public oversight of the private sector's involvement or control, and, if applicable, the proposed terms regarding:

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

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

(C) Any restrictions or conditions on future increases in tolls or administrative fees; and

(h) If the Submission proposes private ownership of the Bridge or Bridge Project, the organizational structure of the Ownership Entities, the experience of the Ownership Entities and Key Persons, the reversionary ownership rights of the Port, if any, and the Port's rights, if any, to approve future ownership transfers.

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

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

(5) Unless otherwise limited in the Solicitation Document, subject the approval of the Director, the Evaluation Panel may:

- (a) Request in writing Clarifications from proposers;
- (b) Employ outside technical or legal advice, subject to the decision of the Commission to retain such technical or legal advisors;
- (c) Undertake reference checks of Team members, and
- (d) Investigate the validity of assumptions and information provided by proposers.

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

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

- (a) An informal information-sharing opportunity prior to completion of the Port's evaluation of the proposal;
- (b) Solicitation of comments from the appropriate federal agencies, and state agencies and local governments in Oregon and Washington; and
- (c) Any additional method(s) of consultation appropriate under the circumstances.

(8) Upon the completion of its evaluation, the Evaluation Panel shall transmit to the Director a final report and any supporting materials the Evaluation Panel deems relevant. To the extent permitted by law, the Submissions and the report of the Evaluation Panel, including any documentation in connection with its preparation, shall not be subject to public disclosure until such time as the Agreement is approved under subsection 7.3, unless the Commission finds that it is in the best interest of the Port to

allow public disclosure at an earlier date. To the extent permitted by law, the Port may redact Sensitive Business, Commercial, or Financial Information from any publicly disclosed Submission; evaluation report, memorandum or documentation; or recommendation report.

6. RECOMMENDATION AND APPROVAL OF PROPOSERS FOR NEGOTIATION

6.1 Director's Recommendation to the Commission

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

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

- (a) Reject all Submissions and terminate the process;
- (b) Select one Submission for Direct Negotiations, and reject all other proposals;
- (c) Select one Submission for Direct Negotiations, and retain one or more other proposals for possible future negotiations if the initial negotiations are not successfully concluded;
- (d) Select two or more Submittals for Competitive Negotiations; and reject all other proposals; or
- (e) Such other recommendation as the Director may determine.

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

6.2 Commission Review and Selection of Proposers for Negotiation

(1) The Commission shall review the recommendation and any supporting materials forwarded by the Director under Section 6.1. If the Commission finds that recommendation and

supporting materials transmitted by the Director are insufficient to make a decision, the Commission shall require the Director to obtain such Clarifications as the Commission deems necessary to make its decision.

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

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

(a) Reduce the cost of constructing the Bridge Project, including reducing the technical and environmental risks of the Bridge Project;

(b) Accelerate the schedule for completing the Bridge Project; and

(c) Reduce the financial risk to the Port and the public, including the financial burden on the Port, states, and bridge users

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

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

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

6.3 Appeals of Port Action to Reject Submissions

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

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

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

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

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

(4) The written protest must be received by the Port no later than 5:00PM (Pacific Time) on the fifth (5th) business day following the day on which the Port sent notice of the Commission or Director action under paragraphs (6) or (7) of subsection 5.2 or paragraph (5) of subsection 6.2. If the Port receives no written protest concerning the action under subsection 6.2 within the 5-business day period, then the Commission action automatically shall become effective on the sixth (6th) business day following the day on which the Port sent notice of the Commission or Director action under paragraph (6) of subsection 6.2.

(5) Unless otherwise extended by the Commission, the Commission shall hear the appeal within 14 days from the date on which it receives the appeal. In response to a protest that complies with the requirements of this rule, the Commission will issue a written decision that resolves the issues raised in the protest. In considering a timely protest, the Port may request further information from the protesting proposer and may undertake any further investigations the Commission finds beneficial. The Port will make its written decision available, by mail or by electronic means, to all proposers identified in the Port's notice.

7. NEGOTIATION AND APPROVAL OF AGREEMENTS

7.1 Negotiation Team

(1) Any Submissions approved by the Commission for negotiation of an Agreement shall be referred to a Negotiation Team nominated by the Director and appointed by the Commission. The Negotiation Team shall be of such size and composition as the Commission determines is in the best

interest of the Port, and may be comprised of such Port staff, including the Director, legal counsel, consultants, or other advisers as the Commission may determine.

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

7.2 Legal Counsel

(1) Prior to commencing the public-private procurement process, the Port shall engage legal counsel for the purpose of:

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

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

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

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

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

(f) Issuing legal opinions.

7.3 Negotiation and Approval of Agreements

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

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

(a) Direct Negotiations with one proposer for Term Sheet or an Agreement for a Bridge Project or Bridge Project Activity. The Commission may establish terms and conditions for the

negotiations, including setting an exclusivity period for such negotiations, and may enter an exclusive negotiation agreement with a selected proposer. The Commission in its discretion may, from time to time, extend such exclusivity period. If the negotiations are not subject to an exclusivity period, at any time during the negotiations, the Director may recommend and the Commission may approve to terminate the Direct Negotiations or commence Competitive Negotiations with one or more other proposers.

(b) Competitive Negotiations with multiple proposers for Term Sheet or an Agreement for a Bridge Project or a Bridge Project Activity. Such Competitive Negotiations may be sequential or concurrent, or a combination of sequential and concurrent. The Commission may set terms and conditions for the negotiations. During the course of Competitive Negotiations the Director may from time to time recommend and the Commission may approve the termination of one or more of the Competitive Negotiations, potentially resulting in Direct Negotiations with one proposer. If more than one Competitive Negotiation successfully yields a Term Sheet or an Agreement, the Director shall evaluate the relative merits of the Term Sheets or Agreements and recommend a preferred Term Sheet or Agreement for Commission approval.

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

- (A) Informing proposers of deficiencies in their Submissions;
- (B) Notifying proposers of parts of their Submissions for which the Port would like Clarifications; and
- (C) Otherwise allowing proposers to develop revised Submissions that will permit the Port to obtain the best proposal. The scope, manner, and extent of negotiations with any proposer are subject to the discretion of the Port. In conducting these negotiations, the Port shall not engage in conduct that unfairly favors any proposer over another; nor, unless otherwise subject to public disclosure, reveal to another proposer a proposer's Sensitive Business, Commercial, or Financial Information, or reveal to another proposer a proposer's price (or pricing information) or business terms.

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

(5) Following receipt of the Director's recommendation regarding an Agreement or Agreements, the Commission shall hold such work sessions, public hearings, briefings, and discussions on

the Agreement or Agreements as the Commission finds beneficial to its deliberations. Following completion of its review of the Director's recommendation and the Agreement or Agreements, the Commission may approve, reject, or offer amendments to the recommended Agreement, terminate any further consideration of the Agreement, or terminate the solicitation process.

7.4 Term Sheet

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

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

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

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

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

7.5 Terms of the Agreement

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

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

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

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

(d) Incentives to perform and remedies for failure to perform an element of the Bridge Project;

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

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

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

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

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

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

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

(b) Other than for a sale or transfer to a subsidiary or affiliate of the seller, the Port has a right of first refusal in any subsequent sale or transfer of the Bridge or Bridge Project under which the seller must offer the Port a price, terms and conditions that are the same as or better than the price, terms and conditions that the seller offers to any other prospective purchaser, which allows a reasonable period of time to comply with legal requirements applicable to the purchase and to arrange financing for the purchase if needed; and

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

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

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

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

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

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

7.6 Port Approval of Major Subcontractors

(1) All Major Subcontractors must be approved or disapproved in writing by the Port prior to performing work on the Bridge Project or Bridge Project Activity. Major Subcontractors included in a Submission may be approved as part of the evaluation and selection process. To obtain Port approval of a Major Subcontractor not included in the Submission, the proposer shall submit to the Port a written statement providing (a) all information regarding the Major Subcontractor required by this Rule and the Solicitation Documents (including any Addenda) and (b) a statement of the nature of the work to be performed by the proposed Major Subcontractor. No review, approval, deemed approval, objection, or failure to object by the Port under this subsection 7.6 shall be deemed to constitute an approval, determination, or waiver of professional or contracting licensing requirements of the Major Subcontractor, or compliance with any legal requirements pertaining to the Major Subcontractor. No

approval given by the Port under this subsection 7.6 will be deemed a representation or warranty by the Port of any kind and will not give rise to any Port liability for a Major Subcontractor's deficient performance.

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

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

(2) Except as provided in paragraph (4)(a) of subsection 4.4, if the Director objects to any proposed Major Subcontractor, whether included in the initial proposal or added pursuant to paragraph (1) of this subsection, the Director, subject to Commission approval, may require the proposer to submit for Port review an acceptable substitute subcontractor before transmitting the Agreement to the Commission for final approval. The Director, in his or her reasonable discretion, shall establish and, from time to time amend, a deadline for providing the Port, for Port review, an acceptable substitute subcontractor. A proposer's failure to submit an acceptable substitute within the deadline will constitute sufficient grounds for the Port to refuse to execute an Agreement without incurring any liability for the refusal. If the substitute subcontractor is approved by the Port, the Port may revise the proposed Agreement to account for any differences necessitated by the substitution. The Commission shall approve any substitute subcontractors.

8. PUBLIC DISCLOSURE AND PUBLIC RECORDS REQUESTS

8.1 Designation of Sensitive Business, Commercial or Financial Information

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

(2) Except as otherwise limited in a Solicitation Document, a proposer may seek an exemption from public disclosure of Sensitive Business, Commercial, and Financial Information provided to the Port for the purpose of evaluating a proposal for a Bridge Project or Bridge Project Activity if such information is:

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

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

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

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

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

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

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

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

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

(6) Notwithstanding a proposer's designation of information as exempt from public inspection, including information constituting Sensitive Business, Commercial, or Financial Information, or a proposer's written justification for such designation, the Port, when responding to a public records request, will independently assess whether the information constitutes Sensitive Business, Commercial, or Financial Information or is otherwise exempt from public disclosure. In determining whether the information is exempt from disclosure, the Port will consider the evidence and objections to disclosure presented by the proposer, but as custodian of the records or information the Port must make the initial determination of the records that may be withheld from disclosure.

8.2 Public Records Requests

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

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

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

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

(5) Notwithstanding paragraph (4) of this subsection, Sensitive Business, Commercial or Financial Information is exempt from disclosure unless and until the records or information contained in them is submitted to the Commission in connection with its review and approval of a proposal, Term Sheet, or final Agreement for a Bridge Project or Bridge Project Activity. To the extent required by law, the Port will permit public disclosure of any Sensitive Business, Commercial, or Financial Information submitted to the Commission in connection with its review and approval of a proposal, Term Sheet, or final Agreement for a Bridge Project or Bridge Project Activity. No less than five (5) business days prior to submitting any Sensitive Business, Commercial, or Financial Information to the Commission that the Port intends to publicly disclose, the Director shall notify the proposer of his or her intent to do so. No longer than five (5) business days following receipt of the Director's notice:

(a) The proposer may (i) send notice, as described in section 10, to the Port that it disagrees with the Port's determination that such Sensitive Business, Commercial, or Financial Information is required to be publicly disclosed under applicable law and state its reasons for disagreeing, and (ii) concurrently institute appropriate proceedings in its own behalf to protect the proposer's interests in preventing the disclosure or maintaining the confidentiality of the information. The proposer shall be exclusively responsible for all costs, expenses, and attorney fees incurred in taking any action to prevent the disclosure of information. In such a case, unless the Port concurs with the proposer's reasons for

retaining confidentiality or is otherwise directed the District Attorney or court, the Port shall permit public inspection of the subject Sensitive Business, Commercial, or Financial Information;

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

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

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

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

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

9. TERMS AND CONDITIONS

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

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

- (b) Terminate evaluation of any and all Submissions at any time.
- (c) Suspend, discontinue and/or terminate agreement negotiations with any proposer at any time prior to the actual authorized execution of such agreement by all parties.
- (d) Negotiate with a proposer without being bound by any provision in its proposal.
- (e) Request or obtain Clarifications about any proposals or members of a Team.
- (f) Issue addenda to and/or cancel any Solicitation Document
- (g) In accordance with the applicable laws, revise, supplement, or withdraw all or any part of these Rules.
- (h) Decline to return any and all fees required to be paid by proposers hereunder.
- (i) Request revisions to proposals.

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

(a) Unless otherwise authorized in writing by the Port, waives any claim for any reimbursement of the costs and expenses of making the Submission, preparing Clarifications, or undertaking any other activity or incurring any other cost or expense related to the Port's procurement of a Bridge Project or Bridge Project Activity; and

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

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

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

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

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

(7) By submitting a proposal, a proposer thereby waives and relinquishes, as against the Commission, the Port, and their members, officers, representatives, and employees, any right, claim, copyright, proprietary interest or other right in any proposed route, right of way or alignment or configuration identified in the proposal as being involved in or related to the proposed Bridge Project.

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

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

(10) In addition to the Organizational Disclosure Requirements in a Solicitation Document, the Director or the Director's designee may impose, after the Submission, any other Organizational Disclosure Requirements the Director determines to be reasonably necessary to evaluate the Team associated with a proposal. All proposers, and Team members and Key Persons associated with a Submission, must complete and submit any required disclosure form prescribed by the Port within the deadlines set by the

Director or the Director's designee, including any documents required in the disclosure process. Failure to provide such disclosures or documents shall constitute sufficient grounds for rejection of the proposal.

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

(12) To the extent permitted by law, the Commission reserves the right to review in executive session any (i) information or record, (ii) recommendation of the Director or (iii) appeal of determination by the Director prepared or undertaken in connection with this Rule, including any information that contains or pertains to Sensitive Business, Commercial, or Financial Information. All final decisions and actions by the Commission shall be made in a public meeting.

10. NOTICES

(1) All notices required or permitted hereunder shall be in writing and shall be served on the Port and each proposer in the manner and at the addresses set forth hereafter. Any such notices shall either be:

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

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

(c) Sent by email with confirmation of delivery in which case the notice shall be deemed delivered on the date 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 shall be at 8:00 a.m. on the next regular business day, or

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

(2) Notice of addenda to a Solicitation Document shall be sent by an electronic posting on the Port's website or by email to proposers that have registered its interest in the procurement, without confirmation of delivery, in which case the notice shall be deemed delivered on the date the posting occurred or the date 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 shall be at 8:00 a.m. on the next regular business day.

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

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

(b) A proposer's email address for notices sent by the Port shall be the email address the proposer provides to the Port as an email contact address, or if none is specified the proposer's email address listed in correspondence to the Port, or if none is specified a proposer's email address publicly available to receive business emails.