



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

5:00 P.M.
Regular Session

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30-minute limit)
 3. Consent Agenda
 - a. Approve Minutes of November 6, 2018 Regular Session ([Jana Scoggins – Page 3](#))
 - b. Approve Lease Amendment with State of Oregon Dept. of Transportation in the DMV Building ([Anne Medenbach – Page 7](#))
 - c. Approve Contract with Allied Maintenance for Janitorial Services in Port Buildings Not to Exceed \$65,932 ([Anne Medenbach – Page 11](#))
 - d. Approve Accounts Payable to Jaques Sharp in the Amount of \$14,388 ([Fred Kowell – Page 17](#))
 4. Reports, Presentations and Discussion Items
 - a. Financial Report for the Three Months Ending September 30, 2018 ([Fred Kowell – Page 21](#))
 - b. Bridge Replacement Project Update ([Kevin Greenwood – Page 31](#))
 5. Director's Report ([Michael McElwee](#))
 6. Commissioner, Committee Reports
 - a. Urban Renewal Agency, November 13 (Streich, Meriwether)
 7. Action Items
 - a. Approve Contract with Groat Brothers, Inc. for Dirt Haul and Place for Lower Mill Development Site Not to Exceed \$133,400 ([Anne Medenbach – Page 37](#))
 - b. Approve Agreements with Sharon Pessl for Secondary Location of Lower Mill Dirt Placement ([Anne Medenbach – Page 41](#))
 - c. Approve Contract with Coles & Betts Environmental Consulting, LLC for Environmental Investigations at the Jensen Building Not to Exceed \$24,575 ([Anne Medenbach – Page 43](#))
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real estate negotiations and ORS 192.660(2)(h) Consultation with legal counsel regarding current litigation or litigation likely to be filed.
 10. Possible Action
 11. Adjourn

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

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

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

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

**4:00 P.M.
 Work Session**

Present: Commissioners Hoby Streich, Brian Shortt, David Meriwether, John Everitt; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl, and Jana Scoggins.

Absent: Commissioner Ben Sheppard

Media: Emily Fitzgerald, Hood River News

1. Lot 1 Public Infrastructure Framework Plan

Michael McElwee, Executive Director, introduced Mike Zilis, Walker/Macy, and Mark VanderZanden, Surround Architecture, who presented preliminary development concept drawings illustrating the location of existing utility infrastructure, recommended new locations, and initial plans for new public projects essential for the future development of Lot #1. Mr. Zilis and Mr. VanderZanden summarized the average development time of the waterfront properties and compared its potential users. This provided an estimated time of 8 years to develop Lot #1, if current strategy is followed. Mr. Zilis and Mr. VanderZanden fielded questions from the Commission regarding phasing of the project and total cost involved in the development. McElwee noted that a similar presentation would be given to the URA Board on November 13.

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

Present: Commissioners Hoby Streich, Brian Shortt, David Meriwether, and John Everitt; Legal Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Kevin Greenwood, Genevieve Scholl, Daryl Stafford, and Jana Scoggins.

Absent: Commissioner Ben Sheppard

Media: Emily Fitzgerald, Hood River News

2. CALL TO ORDER: President Streich called the Regular Session to order at 5:10 p.m.

a. Modifications, Additions to Agenda: A new Consent Item (h), Collateral Access Agreement, has been added to the agenda. Report item (c), 2019 Marina Rules & Regulations, has been added to Action Item (e). Action item (a) has been removed from the agenda for further review.

3. PUBLIC COMMENT: None.

4. CONSENT AGENDA:

- a. Approve Minutes of October 16, 2018 Regula Session.
- b. Approve Contract Amendment No. 1 with Lerner Services, Inc. Not to Exceed \$25,000.
- c. Approve Change Order No. 2 with Crestline Construction Company LLC for Stadleman Waterline Extension Not to Exceed \$13,757.50.
- d. Approve Use Agreement with Mt. Hood Meadows for Event Site Skier Bus Parking.
- e. Approve Use Agreement with Mt. Hood Meadows for East Portway Avenue Employee Bus Parking.
- f. Approve Contract with Surround Architecture for A&E Services at the Marina.
- g. Approve Staff/Commission Communications Plan
- h. Ratify Collateral Access Agreement with Silicon Valley Bank.

Motion: Move to approve Consent Agenda.

Move: Meriwether

Second: Everitt

Discussion: None

Vote: Streich, Shortt, Meriwether, Everitt

Absent: Sheppard

MOTION CARRIED

5. REPORTS, PRESENTATIONS AND DISCUSSION ITEMS

a. Fracture Critical Bridge Inspection Review: Michael McElwee introduced Mark Libby, HDR Engineering, who presented a report on the semi-annual Fracture Critical Inspection of the Bridge. Mr. Libby summarized the findings of the ODOT – Sampson, David Evans and Associates report, and recommended bridge repair and maintenance activities needed in the near and long-term future. In the condensed list of inspection findings, Mr. Libby reviewed maintenance tasks needed for joints, guardrail, rocker bearings, stringers and floor beams, bolts and debris accumulation.

b. Fall Planning Draft Agenda Review: Michael McElwee presented the agenda for Fall Planning Work Session which is an opportunity to have broad discussion about key initiatives and policy matters facing the Port. McElwee commented that it is an essential planning session for the Commission to provide general direction to staff. McElwee reviewed the priority items identified by staff, and the Commission requested that the Port's mission statement is built into the presentations.

c. 2019 Marina Rules & Regulations: Daryl Stafford, Waterfront and Marina Manager, reported that as part of an annual review and update, the Port Staff and the Marina Committee recommended changes to the Marina Rules and Regulations to be implemented in the January of 2019. Stafford summarized those changes which emphasize firmer rules with regards to current vessel information and registration, add administrative fees for betterment slip changes, change sublease terms, remove tall dock storage lockers and cabinets, and review other policy requirements. Stafford noted that the purpose of proposed changes for this year is to improve administration efficiency, safety and security, and to encourage best practices for the Marina.

d. Bridge Replacement Project Update: Kevin Greenwood, Bridge Replacement Project Director, summarized activities that occurred in the last two weeks of October. Greenwood highlighted that the first meeting of the EIS Working Group has been scheduled for Thursday, November 8. Additionally, Stantec Consulting contract has been executed. A teleconference is scheduled for Friday, November 2 to discuss needed data to begin analysis, and a work session is planned for December.

6. Director's Report: Michael McElwee reported that a repair is needed at the cruise ship dock, and HRT Security has begun nightly patrols of waterfront properties. Additionally, McElwee reported that the damaged guard rail on the approach road at the north end of the bridge has been repaired. The bridge centerline painting occurred on October 16. John Mann attended the Heavy Movable Structures Biennial Symposium on October 22. A maintenance lift on November 2 resulted in a circuit breaker related to the crossing arm barriers being tripped. The issue was evaluated and solved.

7. COMMISSIONER, COMMITTEE REPORTS:

a. Marina Committee: Daryl Stafford reported that the Marina Committee met on October 18 and focused on the changes to the Rules and Regulations. Additional items discussed included spring clean-up, signage at the Nichols Basin, Boat Ramp and Guest Dock conceptual designs.

b. Pacific Northwest Waterways Association Annual Convention: Genevieve Scholl, Communication and Special Projects Manager, provided a brief report on the PNWA annual meeting and encouraged Commissioners to attend the next planned meeting. Scholl noted several subjects presented at the meeting such as the benefits and challenges of wetland mitigation banks, international tariffs on commodities and goods, and earthquake emergency preparedness.

8. ACTION ITEMS:

a. Approve Resolution 2018-19-2 Adopting Preventative Maintenance Plan for Port Buildings. The Port Resolution 2018-19-2 adopts a Preventative Maintenance Policy closely modeled on the Special District Insurance Services recommended policy. The purpose is to define clear expectations for the preventative maintenance of Port buildings. Commissioner Meriwether noted a typo in the resolution draft.

Motion: Approve Resolution 2018-19-2 adopting a preventative maintenance policy for Port-owned buildings with changes as noted.

Move: Shortt

Second: Meriwether

Discussion: None

Vote: Streich, Shortt, Meriwether, Everitt **Absent:** Sheppard

MOTION CARRIED

b. Nominate Commissioner David Meriwether for Port Representative Position on the URA Board. David Meriwether is one of two Commissioners representing the Port of Hood River on the Urban Renewal Agency Board. Commissioner Meriwether’s current term will expire December 31, 2018, and he has indicated his willingness to serve for another two-year term.

Motion: Approve nomination of David Meriwether to the Urban Renewal Agency Board for a two-year term ending 31, 2020.

Move: Everitt

Second: Shortt

Discussion: None

Vote: Streich, Shortt, Meriwether, Everitt **Absent:** Sheppard

MOTION CARRIED

c. Approve 2019 Marina Moorage Rate Schedule. Capital improvements vary from year to year, staff’s recommendation is to increase rates one more year at 6% to build enough cashflow to accommodate minor capital improvements. Additionally, staff recommends changes to moorage terms for full payment due within 60 days, and a \$35 fee to be applied to late payments.

Motion: Approve 2019 Moorage rate and revised payment schedule.

Move: Meriwether

Second: Everitt

Discussion: None

Vote: Streich, Shortt, Meriwether, Everitt **Absent:** Sheppard

MOTION CARRIED

d. Approve 2019 Airport T-Hangar Lease Rate Schedule. Staff is recommending a 6% increase in 2018 T-Hangar rates and will develop a plan for Commission review that will depict the increase necessary over the next several years. The plan will include the build-out of additional hangars at the airport and the rates that will be necessary to cover the costs of development.

Motion: Approve increase of 6% to T-Hangar lease rates at the Ken Jernstedt Airfield for calendar year 2019.

Move: Shortt

Second: Everitt

Discussion: None

Vote: Streich, Shortt, Meriwether, Everitt **Absent:** Sheppard

MOTION CARRIED

9. COMMISSION CALL: None

10. EXECUTIVE SESSION: President Streich recessed Regular Session 7:12 p.m. to call the Commission into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Attorney/Client Consultation.

11. POSSIBLE ACTION: None

12. ADJOURN:

Motion: Motion to adjourn the meeting.

Move: Shortt

Discussion: None

Vote: Unanimous

MOTION CARRIED

The meeting was adjourned at 8:35 p.m.

Respectfully submitted,

Jana Scoggins

ATTEST:

Hoby Streich, President, Port Commission

John Everitt, Secretary, Port Commission

Commission Memo



Prepared by: Anne Medenbach
Date: November 20, 2018
Re: DMV- Lease Amendment

The Oregon DMV has been a tenant at 600 Marina Way since 1977. Every two years, the state renews their lease. This lease is a form lease from the DMV, following their standard template. They typically increase their lease rate at 2% every two years. This year it is 1.8%

The most recent lease amount was \$2,480.91 per month, and the next two year rate will be \$2,525 per month.

RECOMMENDATION. Approve Lease Amendment with the Department of Transportation, Driver and Motor Vehicle Services Division.

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STATE OF OREGON
LEASE AMENDMENT

THIS LEASE AMENDMENT, dated _____, 2018, is made by and between PORT OF HOOD RIVER (Lessor) and the STATE OF OREGON, acting by and through its Department of Transportation, Driver and Motor Vehicle Services Division (Lessee).

Lessor and Lessee are parties to a lease dated December 3, 2002, as amended by lease amendment dated November 23, 2004, extended on November 7, 2008, amended further on December 14, 2010, December 27, 2012, November 8, 2013, October 22, 2014, December 14, 2015 and December 29, 2016 (herein referred to as the Lease), covering Premises described as approximately 1,200 rentable square feet of office space at the Port of Hood River, Port Marina Park, Hood River, Oregon, more particularly described as a portion of a building located at T3N R11E of the W.M, Section 30, Parcel 10098, also known as 610 E Port Marina Drive, Hood River, Hood River County, Oregon 97031.

In consideration of the mutual agreements contained herein, Lessor and Lessee agree that the Lease shall be amended as follows, **effective as of January 1, 2019**, unless otherwise specified below:

1. Term. Section 1 of the Lease, as previously amended, is hereby amended as follows:

1. Term. Lessee has provided timely notice to Lessor of Lessee’s election to exercise both of its options to extend the Lease as provided in Section 3 – Option to Extend. Accordingly, the term of this Lease is hereby extended for a period of two (2) years, commencing **January 1, 2019** and continuing through **December 31, 2020**.

2. Rent. Section 2 of the Lease, as previously amended, is hereby amended as follows:

2. Rent. Lessee shall pay Base Rent in arrears by the 10th day of each month for the preceding month or partial month. The Base Rent for any partial month shall be prorated on a per diem basis. The monthly Base Rent for the extension shall be per the following Rent Schedule:

<u>LEASE PERIOD</u>	<u>BASE RENT</u>
01/01/2019 – 12/31/2023	\$2,525.00

3. Option to Extend. Section 3 of the Lease, as previously amended, is hereby amended as follows:

3. Option to Extend. If Lessee is not in default, Lessee shall have the option to extend this Lease for two (2) options to extend the lease for consecutive terms of two (2) years each. Each extension term shall commence on the day following the expiration of the immediately preceding term. Notice exercising the extension option shall be delivered to Lessor in writing not less than ninety (90) days prior to the expiration of the then current term. Unless otherwise agreed in writing, if such notice is given, all terms and conditions of this Lease, other than the rent, shall apply during the extension term. Rent for the extension terms shall be negotiated with the goal of establishing a mutually agreed fair market rate. In the event the parties are unable to agree on a fair market rental rate for the extension term this Lease may be cancelled with no further obligation to the other. In the event the Lease is cancelled pursuant to the provisions of the previous sentence, the termination date for the then current term shall be the later of i) the natural expiration of such term or ii) a date six (6) months after written notice is given by either party to the other that a fair market rental rate for the option term cannot be agreed upon. If the natural expiration of the then current term is extended pursuant to sub clause (ii) of the previous sentence, the rental rate for the extended term period shall not be increased during such extended period.

Except as expressly amended hereby, all other terms and conditions of the Lease shall remain in full force and effect.

This Lease Amendment shall not become effective nor be binding on the State of Oregon or the Lessee agency until it has been executed, in the signature spaces provided below, by all parties to the Lease Amendment.

LESSOR: PORT OF HOOD RIVER

By _____

Date _____

LESSEE: STATE OF OREGON, acting by and through its
Department of Transportation, Driver and Motor Vehicles Services Division

By _____

Date _____

APPROVAL: STATE OF OREGON, acting by and through its
Department of Administrative Services

By _____
Real Estate Services

Date _____

Commission Memo



Prepared by: Anne Medenbach
Date: November 20, 2018
Re: Contract with Allied Maintenance, LLC

Allied Maintenance, LLC has provided janitorial services in Port buildings with common areas since 2015. They do an excellent job and both our tenants and maintenance staff report being satisfied with their performance.

This year, staff recommends adding a deep clean of the Port office two times per year and removing the Maritime building off the schedule. Additionally, Big 7 and Wasco both needed a little more work and that is reflected in the new scope of work.

Last year's contract amount was \$63,842. If approved, this year's contract amount will be \$65,932; a 3% increase that includes additional services.

RECOMMENDATION. Approve contract with Allied Maintenance LLC for janitorial services in Port buildings not to exceed \$65,932.00.

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Janitorial Services Contract

1. This Contract is between the Port of **Hood River ("Port")** and **Allied Maintenance, LLC** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction in accordance with the terms in attached Exhibits A, B and C. Port shall pay Contractor amounts stated in Exhibit C. which in total shall not exceed **\$65,932.00**.
2. This Contract shall be in effect from **November 1, 2018** through **October 31, 2019**. Either party may terminate this Contract in the event of a breach of the Contract by the other party after seven days written notice. Port may terminate this Contract for any reason after 30 days written notice to Contractor. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date. Notices shall be by personal delivery or mailed to the addresses listed below.
3. All work products of the Contract which result from this Contract are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract, except to the extent the Port is negligent and responsible to pay damages. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Contractor: Allied Maintenance LLC

Port of Hood River

Signed: _____
Joetta Cole

Signed: _____

POB 554, Mosier, OR 97040
(541) 478-2027/(541) 490-6632

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

**Maintenance Services Contract
Exhibit A**

I. SCOPE OF WORK:

Contractor shall provide Janitorial Services to the following Port owned buildings:

Big 7-	616 Industrial Street
Jensen-	400 Portway Ave.
Marina Park	(Chamber) 700 E. Port Marina Way
Marina Park	(DMV) 650 E. Port Marina Way
Wasco-	205 Wasco Loop
Port Office	1000 E. Port Marina Drive

Contractor shall provide services as outlined in attached Exhibit C. Contractor have inspected the locations. Contractor shall furnish and provide all equipment, tools and cleaning products and hand soap necessary to complete all work within the scope of this Contract. No separate payment shall be made for these items. Port shall provide all paper products and trash liners. Such items shall be requested from the Port in email to jmann@portofhoodriver.com or via phone at (541) 399-9228.

Contractor shall be provided with keys and cards to access the buildings. Contractor shall be responsible for all keys. Any lost or stolen keys shall be paid for by Contractor as will any cost to the Port associated with such a loss.

II. DELIVERABLES AND TIMEFRAME:

Contractor shall provide janitorial services described in Exhibit C and on that schedule. Any changes to that schedule or service agreement must be approved in advance in writing by the Port.

III. CONSIDERATION:

This Contract is an annual contract for a total amount not to exceed \$63,842.00.

Any additional work that is not covered in the Contract must be approved in advance in writing by the Port. Additional services will be paid for based on actual Contractor time at an hourly wage rate of \$36.00 per hour, unless otherwise agreed in writing by Contractor and the Port.

IV. BILLING AND PAYMENT PROCEDURE:

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

- Invoice date
- Building name/s
- Billing rate applied
- Total hours worked

Invoices for services will be submitted on a monthly basis.

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

**Personal Services Contract
Exhibit B**

INSURANCE

Contractors, please provide this to your insurance agent immediately.

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

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

Required and attached OR Contractor is exempt

Certified by Contractor: _____
Signature/Title

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

Required and attached Waived by Finance Manager _____

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

Required and attached Waived by Finance Manager _____

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

_____ Required and attached Waived by Finance Manager _____

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

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

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

Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate must contain a standard 30 day notice of cancellation clause which guarantees notification in writing to the Certificate Holder (Port of Hood River).

Exhibit C

Exhibit C

Janitorial Services Provided	Wasco	Jensen	Marina Park(Chamber)	Marina Park 2 (DMV)	Big 7	Big 7
	705 Wasco Loop	400 Portway Ave.	700 E. Port Marina Way	600 E. Port Marina Way	616 Industrial Rd	616 Industrial Rd
Man hours per week - 36.30	6	2	2	10	10	4
Days scheduled	M,W,F	T	T,R	M,T,W,R,F	M,T,W,R,F	
Restrooms					Floors 3-4	Floors 1-2
Sweep & mop Floors	3	1	5	5	1	1
Sanitize fixtures, sink, toilets, urinals	3	1	5	5	1	1
Sanitize countertops	3	1	5	5	1	1
Wipe and clean partitions and walls	3	1	5	5	1	1
Spot clean mirrors	3	1	5	5	1	1
Restock paper products and hand soap	3	1	5	5	1	1
Wax floor monthly	yes	yes	yes	yes	Yes	NO
Strip floor wax 2 times per year	yes	yes	yes	yes	Yes	yes
Empty trash receptids and reline (as necessary)	3	1	5	5	1	1
Entry Way						
Sweep & mop Floors		1 x mo		5	1	1
Vacuum floors	NA	1 x mo	5	NA	NA	1 time per month
Clean door glass interior/exterior	1	1 x mo	5	5	1	
Stairs						
Vacuum	1	1	1	NA	5	1 time per month
Clean hand rails, spot clean walls	1		1	NA	5	1 time per month
Hallway						
Vacuum/Sweep/mop	1	1	1	1 (back & front)	5	1
Spot clean wall	1	1	1	1 (back & front)	5	1
Elevator						
Vacuum/sweep/mop	1	NA	NA	NA	1	NA
Spot clean door glass and buton panel	1	NA	NA	NA	1	NA
Fee per building per week	\$ 235.00	\$ 72.00	\$ 72.00	\$ 360.00	\$ 360.00	\$ 144.00
Total All buildings per week	\$ 1,243.00	\$ 65,932.00				
Deep Clean 2 X per year of Port office	\$ 1,296.00	Annual Contract Amount				

Port of Hood River provides- All paper products (TP, towels, liners)
 Contractor provides- Cleaning supplies, cleaning equipment (mops, brooms, vacuums etc.) and hand soap

Commission Memo



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

Jaques Sharp	\$14,388.00
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Attorney services per attached summary

TOTAL ACCOUNTS PAYABLE TO APPROVE	\$14,388.00
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JAQUES SHARP

— ATTORNEYS AT LAW —

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

CREDIT CARDS ACCEPTED

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

Page: 1
November 08, 2018
Account No: PORTOHaM

	Previous Balance	Fees	Expenses	Advances	Payments	Balance
CONTRACT (Marina Moorage Rules)	0.00	1,474.00	0.00	0.00	0.00	\$1,474.00
MISCELLANEOUS MATTERS JJ	308.00	286.00	0.00	0.00	-308.00	\$286.00
MAINTENANCE AGREE- MARINA SEWER (CITY OF HR)	88.00	0.00	0.00	0.00	-88.00	\$0.00
LEASE (Hood River Distillers)	0.00	1,034.00	0.00	0.00	0.00	\$1,034.00
BRANDT LAND TRADE AIRPORT AREA	0.00	1,100.00	0.00	0.00	0.00	\$1,100.00
LEASE (PFriem Brewing)	0.00	2,838.00	0.00	0.00	0.00	\$2,838.00
BRIDGE REPLACEMENT 2016 (ODOT/WDOT)	0.00	88.00	0.00	0.00	0.00	\$88.00
PROPERTY SALE (0.00	22.00	0.00	0.00	0.00	\$22.00
WESTERN POWER LEASE (Kearney)	88.00	0.00	0.00	0.00	-88.00	\$0.00
OVERWEIGHT TRUCK ENFORCEMENT	550.00	0.00	0.00	0.00	-550.00	\$0.00

HOOD RIVER, PORT OF

Account No: November
 Pi

Previous Balance	Fees	Expenses	Advances	Payments	Balance
MARINA MOORAGE AGREEMENT 0.00	506.00	0.00	0.00	0.00	\$506.00
WATERFRONT PARKING 22.00	0.00	0.00	0.00	-22.00	\$0.00
STORM LINE SINK HOLE 1,386.00	3,828.00	0.00	0.00	-1,386.00	\$3,828.00
FEIS 1,320.00	0.00	0.00	0.00	-1,320.00	\$0.00
PFM Financial Advisor Contract 110.00	0.00	0.00	0.00	-110.00	\$0.00
TOLLS IGA (Port of Cascade Locks) 22.00	1,386.00	0.00	0.00	-22.00	\$1,386.00
BRIDGE SPAN DRIVE CONTRACT 154.00	154.00	0.00	0.00	-154.00	\$154.00
BRIDGE INTERSTATE AGREEMENTS 1,540.00	0.00	0.00	0.00	-1,540.00	\$0.00
SECURITY SERVICES CONTRACT (HRT) 682.00	110.00	0.00	0.00	-682.00	\$110.00
BRIDGE TRAFFIC/ REVENUE CONTRACT (Stantec) 660.00	396.00	0.00	0.00	-660.00	\$396.00
RECREATIONAL IMMUNITY 242.00	110.00	0.00	0.00	-242.00	\$110.00
CA DMV APPLICATION 0.00	242.00	0.00	0.00	0.00	\$242.00
OUTRIGGER LICENSE 0.00	132.00	0.00	0.00	0.00	\$132.00
AIRPORT EAST END ROAD 0.00	506.00	0.00	0.00	0.00	\$506.00
PROPERTY PURCHASE 0.00	176.00	0.00	0.00	0.00	\$176.00
<u>7,172.00</u>	<u>14,388.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-7,172.00</u>	<u>\$14,388.00</u>

THIS STATEMENT REFLECTS SERVICES PROVIDED AND PAYMENTS RECEIVED THROUGH THE 31st OF OCTOBER UNLESS OTHERWISE STATED
 (20)

Commission Memo



Prepared by: Fred Kowell
Date: November 20, 2018
Re: Financial Review for the Three Months
Ended September 30, 2018

Attached are four reports for this financial review:

1. Bridge Traffic and Revenue Report
2. Schedule of Expenditures by Cost Center by Fund
3. Schedule of Revenues by Cost Center by Fund
4. Statement of Operating Revenues, Expenditures and Other Sources and Uses

Bridge Traffic and Revenue Report

With regard to the Bridge Traffic and Revenue report you can see traffic is slightly down by 1% over last year. It's actually flat during a time that would show growth of 2-4%. The only explanation for such a decrease was the increased activity of major maintenance on the bridge (i.e., welding, lift span, guard rails, etc.) that were more than previous years. This is an interesting development that will need to be watched over the year to see if bridge traffic is experiencing lower growth than previous years depicted.

Schedule of Expenditures by Cost Center by Fund

Personnel services is slightly ahead of budget due to there being seven pay periods in the first quarter. Although Event Site personnel costs are higher in the first quarter, this variance will most likely close to the budget by year end.

Materials & Services is tracking below the budget as is expected for this early in the year, with the exception of Maintenance. Maintenance is higher than budget as most of their purchases occur during this time of year as well.

Capital Outlay is tracking below budget as most of the capital projects are just starting to move forward. The six-month report will shed more light on the status of our capital projects to-date and what to expect going forward.

Schedule of Revenues

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

Statement of Operating Revenues, Expenditures and Other Sources and Uses

Overall, the actuals are tracking according to the activities incurred during the first quarter as outlined in the budget. Staff and the Board will need to pay particular attention to bridge traffic over the coming months, as this is a key indicator of community growth and if there is any elasticity in the latest toll rate increase.

Accounts Receivables Update – Big Y Fly is behind on their lease and staff has reached out to them in assisting them in catching up. They have agreed to pay the true up and we have agreed to re-evaluate the utilities/taxes calculation on their lease space which could eliminate their outstanding balance.

Electronic Assemblers is behind on their utility billings and will meet with staff to discuss the methodology on how utility costs are allocated.

RECOMMENDATION: Discussion.

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

	2014-15		2015-16		2016-17		2017-18		2018-19		Change from Prior year	
	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue	Traffic	Revenue
JUL	379,536	\$ 341,480	399,634	\$ 382,921	423,744	\$ 402,074	442,251	\$ 399,618	437,364	\$ 608,941	0.99	1.52
AUG	380,914	\$ 348,030	391,499	\$ 376,690	425,567	\$ 407,839	435,364	\$ 401,815	428,907	\$ 608,085	0.99	1.51
SEPT	344,693	\$ 317,989	364,125	\$ 350,020	387,860	\$ 372,099	412,452	\$ 332,996	396,517	\$ 558,537	0.96	1.68
OCT	336,623	\$ 303,073	353,313	\$ 339,194	357,180	\$ 337,294	389,210	\$ 361,315			1.09	1.07
NOV	274,601	\$ 244,065	312,731	\$ 297,037	330,795	\$ 313,529	341,147	\$ 312,337			1.03	1.00
DEC	290,855	\$ 249,793	289,296	\$ 269,344	285,209	\$ 260,625	324,278	\$ 298,530			1.14	1.15
Calendar Year Total	3,829,791	\$3,424,449	4,063,317	\$3,814,690	4,280,160	\$4,028,417	4,377,500	4,038,137	3,420,267	4,580,540	1.02	1.00
JAN	286,390	\$ 259,626	291,674	\$ 272,828	245,670	\$ 238,709	327,522	\$ 293,677			1.33	1.23
FEB	281,351	\$ 259,207	305,800	\$ 286,071	266,202	\$ 244,472	296,977	\$ 387,737			1.12	1.59
MAR	324,912	\$ 299,162	342,162	\$ 317,959	350,470	\$ 324,146	357,160	\$ 501,543			1.02	1.55
APR	334,016	\$ 307,643	365,654	\$ 338,556	362,559	\$ 334,362	362,150	\$ 491,217			1.00	1.47
MAY	360,643	\$ 341,172	381,248	\$ 357,119	399,271	\$ 368,296	407,141	\$ 564,038			1.02	1.53
JUN	365,407	\$ 332,673	383,267	\$ 362,425	408,626	\$ 421,541	406,529	\$ 566,765			0.99	1.34
Fiscal Year Total	3,959,941	\$3,603,914	4,180,403	\$3,950,164	4,243,153	\$4,024,985	4,502,181	4,911,588	1,262,788	1,775,563	1.06	1.22

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PORT OF HOOD RIVER
 SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND
 BUDGET AND ACTUAL - 25% THROUGH THE BUDGET
 FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2018

	Personal Services			Materials & Services			Capital Outlay			Debt Service			Total Appropriation		
	Budget	Actual	Unspent	Budget	Actual	Unspent	Budget	Actual	Total	Budget	Actual	Unspent	Budget	Actual	Unspent
EXPENDITURES	957,900	240,909	716,991	1,780,100	167,882	1,612,218	457,000	4,332	4,332	-	-	-	3,195,000	413,123	2,781,877
<i>Toll Bridge</i>															
<i>Industrial Facilities</i>															
Big 7	53,300	15,957	37,343	166,700	27,326	139,374	280,000	-	-	-	280,000	0%	-	500,000	43,283
Jensen Property	64,000	19,432	44,568	183,000	28,401	154,599	54,000	9,396	9,396	44,604	17%	145,000	36,235	108,765	25%
Maritime Building	39,600	11,504	28,096	92,600	10,608	81,992	5,010,000	-	-	5,010,000	0%	-	-	5,142,200	22,113
Halvyard Building	62,500	18,898	43,602	259,600	45,470	214,130	10,000	-	-	10,000	0%	-	-	332,100	64,368
Timber Incubator Building	28,200	8,135	20,065	35,300	4,292	31,008	12,000	-	-	12,000	-	-	-	75,500	12,426
Wasco Building	49,900	15,109	34,791	110,000	16,153	93,847	25,000	-	-	25,000	-	-	-	184,900	31,262
Hanel Site	34,800	9,123	25,677	38,800	1,922	36,878	430,000	113,492	113,492	316,508	26%	1,853,800	-	2,357,400	124,537
	332,300	98,160	234,140	886,000	134,172	751,828	5,821,000	122,888	122,888	5,698,112	2%	1,998,800	36,235	9,038,100	391,455
<i>Commercial Facilities</i>															
State Office (DMV) Building	24,600	7,152	17,448	43,500	7,171	36,329	11,000	-	-	11,000	-	-	-	79,100	14,323
Marina Office Building	38,200	11,475	26,725	46,400	5,088	41,312	13,000	-	35,090	(22,090)	0%	-	-	97,600	16,563
Port Office Building	37,400	11,460	25,941	25,600	2,750	22,850	100,000	-	-	100,000	0%	-	-	163,000	14,210
	100,200	30,087	70,113	115,500	15,010	100,490	124,000	-	35,090	88,910	0%	-	-	339,700	45,096
<i>Waterfront Industrial Land</i>															
	70,900	14,660	32,936	189,400	28,907	160,493	45,000	25	25	44,975	0%	-	-	305,300	43,592
<i>Waterfront Recreation</i>															
Eventsite	122,700	41,442	81,258	62,800	16,273	46,527	45,000	-	-	45,000	0%	-	-	230,500	57,714
Hook/Spit/Nichols	51,200	12,588	36,841	35,000	5,437	29,563	113,000	2,964	2,964	110,036	3%	-	-	199,200	20,989
Marina Park	175,300	45,242	119,039	45,900	9,543	36,357	65,000	-	-	65,000	0%	-	-	286,200	54,786
	349,200	99,272	237,138	143,700	31,253	112,447	223,000	2,964	2,964	220,036	1%	-	-	715,900	133,489
<i>Marina</i>															
	154,400	39,591	114,809	109,000	29,254	79,746	130,000	-	-	130,000	0%	94,500	-	487,900	68,845
<i>Airport</i>															
	152,700	41,043	111,657	131,000	26,011	104,680	1,606,300	93,595	93,595	1,512,705	6%	-	-	1,890,000	160,650
<i>Administration</i>															
Maintenance	27,200	-	27,200	265,000	34,087	230,913	20,000	-	-	20,000	0%	-	-	312,200	34,087
	-	-	-	107,500	43,112	64,388	64,000	13,000	13,000	51,000	20%	-	-	171,500	56,112
Total Expenditures	2,144,800	563,722	1,544,985	3,727,200	509,688	3,217,204	8,490,300	236,804	271,894	8,218,406	3%	2,093,300	36,235	1,346,449	115,388
<i>Bridge Repair & Replacement Fund</i>															
	264,000	70,220	193,780	2,631,700	132,052	2,499,648	749,000	56,589	56,589	692,411	8%	486,000	-	4,130,700	258,861
<i>General Fund</i>															
	175,400	33,891	141,509	471,950	73,712	398,238	16%	-	-	647,350	107,603	539,747	-	486,000	0%

Unfavorable Variance - Expenditures

Personnel Services is in line with the budget. There was an extra pay period in the first quarter which affected the actuals compared against the budget. In addition, summer activity caused more staff time and overtime during this quarter. Materials and Services is below budget due to the start of the year, however, Maintenance is showing more seasonal expenses during this quarter than anticipated. This should be reduced if we have a calm winter.

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PORT OF HOOD RIVER
Schedule of Revenues by Cost Center By Fund
Budget to Actuals - 25% Through Budget
For the Three Months Ended September 30, 2018

	REVENUES				
	Budget	Actual	Total	Variance	%
REVENUE FUND					
<i>Toll Bridge</i>					
Bridge Tolls	6,260,000	1,775,563	1,775,563	(4,484,437)	28%
Cable Crossing Leases	10,000	12,000	12,000	2,000	120%
Other	71,000	-	-	(71,000)	0%
	<u>6,341,000</u>	<u>1,787,563</u>	<u>1,787,563</u>	<u>(4,553,437)</u>	<u>28%</u>
<i>Industrial Facilities</i>					
Big 7					
Lease Revenues	284,500	69,803	\$ 69,803	(214,697)	25%
Reimbursements/Other	86,200	16,964	\$ 16,964	(69,236)	20%
Jensen Property					
Lease Revenues	357,100	88,523	88,523	(268,577)	25%
Reimbursements/Other	130,300	22,392	22,392	(107,908)	17%
Maritime Building					
Lease Revenues	149,000	35,937	35,937	(113,063)	24%
Reimbursements/Other	52,000	5,967	5,967	(46,033)	11%
Financing	5,050,000				
Halyard Building					
Lease Revenues	228,100	56,432	56,432	(171,668)	25%
Reimbursements/Other	213,000	53,475	53,475	(159,525)	25%
Note Receivable	19,550	4,887	4,887	(14,663)	25%
Timberline Incubator Building					
Lease Revenues	75,300	18,836	18,836	(56,464)	25%
Reimbursements	15,800	2,214	2,214	(13,586)	14%
Wasco Building					
Lease Revenues	167,400	40,543	40,543	(126,857)	24%
Reimbursements	50,600	6,590	6,590	(44,010)	13%
Hanel					
Reimbursements		-	-	-	
Sale of Property	1,424,400		-	(1,424,400)	0%
	<u>8,303,250</u>	<u>422,563</u>	<u>422,563</u>	<u>(2,830,687)</u>	<u>5%</u>
<i>Commercial Facilities</i>					
State Office (DMV) Building					
Lease Revenues	45,200	11,260	11,260	(33,940)	25%
Reimbursements	-		-	-	#DIV/0!
Marina Office Building					
Lease Revenues	73,100	18,130	18,130	(54,970)	25%
Reimbursements	22,300	2,470	2,470	(19,830)	11%
Port Office Building					
Lease Revenues	48,550	12,138	12,138	(36,413)	25%
Reimbursements	1,000	-	-	(1,000)	0%
	<u>190,150</u>	<u>43,998</u>	<u>43,998</u>	<u>(146,153)</u>	<u>23%</u>
<i>Waterfront Industrial Land</i>					
Lease Revenues	600		-	(600)	0%
Land Sale	-		-	-	#DIV/0!
Parking	207,500	60,887	60,887	(146,613)	0%
Other Income	1,500	850	850	(650)	57%
URA Payments	-		-	-	#DIV/0!
	<u>209,600</u>	<u>61,737</u>	<u>61,737</u>	<u>(147,863)</u>	<u>29%</u>
<i>Waterfront Recreation</i>					
Eventsite, Hook and Spit					
Eventsite - Passes/Permits and Concessions	142,300	56,122	56,122	(86,178)	39%
Hook/Spit/Nichols	21,700	300	300	(21,400)	1%
Marina Park					
Sailing Schools, Showers and Events	9,100	2,676	2,676	(6,424)	29%
Lease Revenues	6,600	1,733	1,733	(4,867)	26%
Reimbursements	2,100	156	156	(1,944)	7%
Grant	-		-	-	#DIV/0!
	<u>181,800</u>	<u>60,987</u>	<u>60,987</u>	<u>(120,813)</u>	<u>34%</u>
<i>Marina</i>					
Lease Revenues	202,800	5,639	5,639	(197,161)	3%
Moorage Assessment	84,900	1,651	1,651	(83,249)	2%
Reimbursements/Other	65,350	9,653	9,653	(55,697)	15%
Grant	16,050	-	-	(16,050)	0%
Other Financing Sources	-		-	-	#DIV/0!
	<u>369,100</u>	<u>16,943</u>	<u>16,943</u>	<u>(352,157)</u>	<u>5%</u>
<i>Airport</i>					
Lease Revenues	186,500	15,163	15,163	(171,337)	8%
Reimbursements	20,700	4,422	4,422	(16,278)	21%
Grants	1,057,300	-	-	(1,057,300)	0%
Other Financing Sources	-		-	-	
	<u>1,264,500</u>	<u>19,585</u>	<u>19,585</u>	<u>(1,244,915)</u>	<u>2%</u>
Budget to Actual Revenues	<u>16,859,400</u>	<u>2,413,376</u>	<u>2,351,639</u>	<u>(9,248,162)</u>	<u>14%</u>
Revenues less Other financing sources	<u>14,271,100</u>	<u>2,408,489</u>	<u>2,346,752</u>	<u>(6,664,749)</u>	<u>17%</u>
GENERAL FUND					
Property taxes	68,000	686	686	(67,314)	1%
Transfers from other funds	579,350	107,603	107,603	(471,747)	19%
	<u>\$ 647,350</u>	<u>\$ 108,289</u>	<u>\$ 108,289</u>	<u>\$ (539,061)</u>	<u>17%</u>
BRIDGE REPAIR & REPLACEMENT FUND					
Transfers from other funds	\$ 2,191,000	\$ 180,874	180,874	(2,010,126)	8%

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**PORT OF HOOD RIVER
STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS
AND BUDGET VS ACTUAL PERFORMANCE
FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2018**

	REVENUE FUND										BRIDGE REPAIR & REPLACEMENT FUND		TOTAL	
	Bridge	Industrial Buildings	Commercial Buildings	Waterfront Land	Waterfront Recreation	Marina	Airport	Administration Maintenance	GENERAL FUND		FUND			
OPERATING REVENUES														
Tolls	\$ 1,777,513													\$ 1,777,513
Leases		\$ 310,074	\$ 41,528		\$ 1,733	\$ 7,290	\$ 15,163							
Reimbursements		107,602	2,470	60,887	156	9,653	4,422							
Fees, Events, Passes and Concessions					59,098									
Property taxes														
Total Operating Revenues	1,777,513	417,676	43,998	60,887	60,987	16,943	19,585	-	686	686	-	2,398,275		
Operating Expenses														
Personnel Services	240,909	98,160	30,087	14,660	99,272	39,591	41,043	-	33,891	70,220	667,833			
Materials & Services	167,882	134,172	15,010	28,907	31,253	29,254	26,011	77,199	73,712	132,052	715,452			
Total Operating Expenses	408,791	232,332	45,096	43,567	130,525	68,845	67,055	77,199	107,603	202,272	1,383,285			
Operating Income/(Loss)	1,368,722	185,344	(1,099)	17,320	(69,538)	(51,902)	(47,470)	(77,199)	(106,917)	(202,272)	1,014,990			
Other Resources														
Income from other sources	5,050	-	-	850	-	-	-	39,213	1,204	5,343	51,660			
Grants	5,000	-	-	-	-	-	-	-	-	77,987	82,987			
Sale of land	-	-	-	-	-	-	-	-	-	-	-			
Note receivables	-	4,887	-	-	-	-	-	-	-	-	4,887			
Total Other Resources	10,050	4,887	-	850	-	-	-	39,213	1,204	83,330	139,534			
Other (Uses)														
Capital projects	(4,332)	(122,888)	(35,090)	(25)	(2,964)	-	(93,595)	(13,000)	-	(56,589)	(328,484)			
Debt service	-	(36,235)	-	-	-	-	-	-	-	(36,235)	-			
Total Other (Uses)	(4,332)	(159,123)	(35,090)	(25)	(2,964)	-	(93,595)	(13,000)	-	(56,589)	(364,719)			
Transfers In/(Out)	(180,874)	-	-	-	-	-	-	(107,603)	107,603	180,874	-			
Net Cashflow	\$ 1,193,566	\$ 31,108	\$ (36,189)	\$ 18,145	\$ (72,502)	\$ (51,902)	\$ (141,065)	\$ (158,589)	\$ 1,890	\$ 5,343	\$ 789,805			
BUDGET VS ACTUAL PERFORMANCE														
FY 2016-17 Budget														
Operating revenues - Budget	\$ 6,270,000	\$ 6,859,300	\$ 190,150	\$ 209,600	\$ 160,100	\$ 353,050	\$ 207,200	\$ -	\$ 68,000	\$ -	\$ 14,317,400			
Operating revenues - Actuals	1,777,513	417,676	43,998	60,887	59,537	16,943	19,585	-	686	-	2,396,825			
Actuals greater/(less) than budget	(4,492,487)	(6,441,624)	(146,153)	(148,713)	(100,563)	(336,107)	(187,615)	-	(67,314)	-	(11,920,576)			
	28%	6%	23%	29%	37%	5%	9%		1%		17%			
Operating expenses - Budget	2,738,000	1,218,300	215,700	260,300	492,900	263,400	283,700	399,700	647,350	2,895,700	9,415,050			
Operating expenses - Actuals	408,791	232,332	45,096	43,567	130,525	68,845	67,055	77,199	107,603	202,272	1,383,285			
Actuals (greater)/less than budget	2,329,209	985,968	170,604	216,733	362,375	194,555	216,645	322,501	539,747	2,693,428	8,031,765			
	15%	19%	21%	17%	26%	26%	24%		17%	7%	15%			
Other Resources - Budget	71,000	1,443,950	-	-	21,700	16,050	1,057,300	66,000	500	8,500	2,685,000			
Other Resources - Actuals	-	4,887	-	850	-	-	-	39,213	1,204	5,343	51,497			
Actuals greater/(less) than budget	(71,000)	(1,439,063)	-	850	(21,700)	(16,050)	(1,057,300)	(26,787)	704	(3,157)	(2,633,503)			
Other (Uses) - Budget	457,000	7,819,800	124,000	45,000	223,000	224,500	1,606,300	84,000	-	1,235,000	11,818,600			
Other (Uses) - Actuals	4,332	159,123	35,090	25	2,964	-	93,595	13,000	-	56,589	364,719			
Actuals (greater)/less than budget	452,668	7,660,677	88,910	44,975	220,036	224,500	1,512,705	71,000	-	1,178,411	11,453,881			
	1%	2%	28%	0%	1%	0%	6%	15%		5%	3%			
Net Position - Budget vs Actuals	\$ (1,781,610)	\$ 755,958	\$ 113,361	\$ 113,845	\$ 460,148	\$ 66,898	\$ 484,435	\$ 366,714	\$ 473,137	\$ 3,868,682	\$ 4,931,568			

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Hood River-White Salmon Bridge Replacement Project

Project Director Report
November 20, 2018

The following summarizes Bridge Replacement Project activities from November 7 through November 20, 2018.

FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)

Included in the Packet is a list of tasks accomplished in the first month of the project.

Meeting with Fed. Hwy. Administration (FHWA)/ODOT:

- Project Team met with members of FHWA/ODOT on Nov. 9th. Items of note included:
 - A re-evaluation of prior work will be conducted to determine what NEPA classification to pursue.
 - A planning level description of the tolls expected for the new bridge is required in the analysis as part of the environmental justice review. This was not scoped as part of the FEIS contract. The Project Team will be coordinating with Stantec to leverage the work they are producing. This is an extremely high level analysis to be used to gauge the impact on lower-income communities.
 - Will review opportunities for federal streamlining.
 - Coming up with an agreement on review time so reports do not linger on desks.
 - ODOT will take lead reaching out to tribes.
- We also discussed the IGA amendment. (see below)

EIS Working Group (EISWG):

- Working Group met on Nov. 8 and had good attendance and participation.
 - Reviewed WG charter
 - Reviewed findings from stakeholder interviews
 - Reviewed history of project. At least four members of the WG were involved in some part of the prior study effort.
 - Consensus to re-affirm the preferred alternative from prior efforts.
 - Reviewed NEPA schedule
- Group will meet on a roughly three-month schedule

Other Highlights:

- Open House is scheduled for Monday, December 10th from 6-8 at Best Western. Marketing campaign to follow.
- November EIS Update has been released, see attached.
- Received second WSP invoice for September 2018 work. Below is a summary of the work completed including percent of budget spent and percent of physical work completed. The actual work product this month is included in your packet.

Task	Contract Value	September Invoice	Previous Billed	Total Billed TD	Contract Balance	% Invoice	% Work	Per. Ratio
0	\$277,125	\$2,388	\$69	\$2,457	\$274,668	0.9%	1.0%	1.13
1	\$382,625	\$16,395	\$22,051	\$38,446	\$344,179	10.0%	10.2%	1.02
2	\$283,620	\$22,891	\$4,134	\$27,025	\$256,595	9.5%	10.8%	1.13
3	\$19,440			\$-	\$19,440	0.0%	0.0%	n/a
5	\$1,046,102	\$14,221	\$1,667	\$15,888	\$1,030,214	1.5%	1.7%	1.12
6	\$836,578		\$3,225	\$3,225	\$833,353	0.4%	0.6%	1.56
7	\$153,962	\$711	\$711	\$1,423	\$152,539	0.9%	9.3%	10.07
8	\$148,548	\$2,475		\$2,475	\$146,073	1.7%	0.0%	0.00
	\$3,148,000	\$59,082	\$31,857	\$90,939	\$3,057,061	2.9%	3.5%	1.21

STANTEC TRAFFIC CONSULTING

- Conducting low-impact visual truck counts throughout gorge.
- Looking at January 22nd for Work Session on T&R 101.
- Will coordinate with WSP and environmental justice section in FEIS.

ODOT CONTRACT BUDGET

As noted earlier, the IGA amendment between the Port and ODOT was also discussed at the Nov. 9th meeting. ODOT has made it clear that they expect to be reimbursed for their time reviewing the various memos and reports. As they have been developing the scope for a subsequent agreement with the Port, there are many levels of review and some levels may change based upon the results of the re-evaluation. Two choices were offered up for the scoping:

- A large scope that shows the greatest impact since it's unknown until after the re-evaluation is complete (sometime in early spring 2019)
- A small scope that includes the re-evaluation and other known work. Would include subsequent amendments based upon the findings of the re-evaluation
- Staff recommends a short amendment through the re-evaluation process. A subsequent amendment would be brought forth based upon the decision of FHWA/ODOT.

ODOT re-affirmed that their staff will continue work on the project during the IGA development.



EIS UPDATE

BRIDGE REPLACEMENT PROJECT

NOVEMBER 2018

In December 2003, a draft environmental impact statement (EIS) was published as part of a bi-state collaborative effort. This draft EIS was the first step in complying with the National Environmental Policy Act (NEPA). Currently, the Port of Hood River (Port) is advancing the project to complete the EIS effort and position the project for future funding and construction.

What's new on the project?

- Continued coordination with the US Coast Guard and US Army Corps of Engineers; prepared materials to initiate engagement with these federal agencies in early bridge design assumptions.
- Began planning for the first public open house.
- Documented the methodology for traffic analysis and coordinated review by various agencies.
- Held the first Working Group meeting on November 8. The Working Group will provide guidance and input to the project team on the analysis and recommendations for the EIS.
- Met with Oregon Department and Transportation (ODOT) and the Federal Highway Administration (FHWA) to define a strategy for complying with the National Environmental Policy Act (NEPA).

What are the next steps?

- Initiate Section 408 review process with the US Army Corps of Engineers, which is a required authorization needed whenever a new bridge is built in a federal navigation channel.
- Hold first public open house in December.
- Conduct updated traffic analysis on the existing and future baseline conditions, which is a requirement for the EIS impact analysis
- Begin a re-evaluation of the technical work documented in the 2003 draft EIS to determine the level of analysis that needs to be conducted as the project moves forward.
- Continue collaboration with local, state, and federal agencies as well as the member tribes of the Columbia River Inter-Tribal Fish Commission.

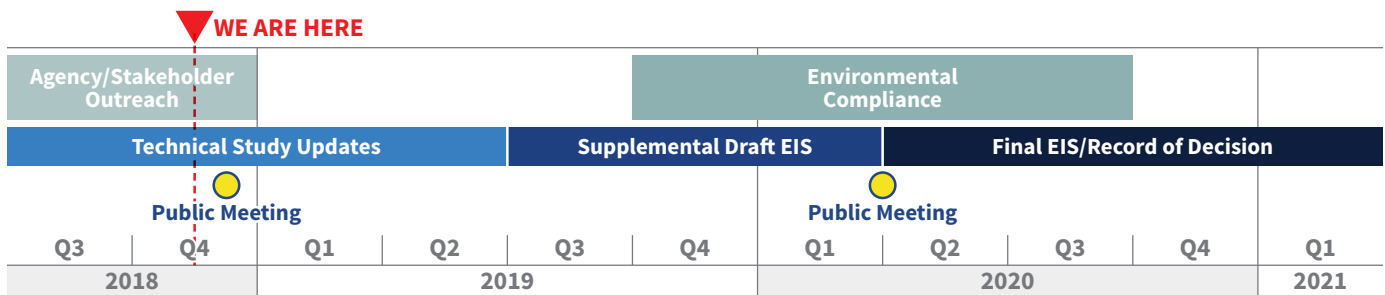


Photo: Sam Beebe

How would bridge replacement benefit the Columbia River Gorge communities?

The Hood River Bridge provides a critical connection for residents and visitors to the Columbia River Gorge National Scenic Area. One of only three bridges spanning the Columbia in this region, the bridge is a critical rural freight network facility for agriculture, forestry, heavy industry and high-tech companies with freight originating throughout the northwest. The existing bridge is nearing the end of its serviceable life and is obsolete for modern vehicles with height, width, and weight restrictions and is also a navigational hazard for marine freight vessels. The bridge has no sidewalks or bicycle lanes for non-motorized travel and would likely not withstand a large earthquake.

If project funding is secured, the new bridge would provide a safe and reliable way for everyone to cross or navigate the Columbia River—by car, truck, bus, bicycle, on foot, or on the water. A new bridge would support a thriving economy and livable communities.



To learn more about the project, please visit us at:
www.portofhoodriver.com/bridge

PROJECT CONTACT

Kevin Greenwood, Project Director
 ☎ 541-436-0797
 @ kgreenwood@portofhoodriver.com

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Detailed Progress Summary by Task
Work Performed: September 1-30, 2018

TASK 1. PROJECT MANAGEMENT

1.1 Project Management and Coordination

- Coordinated with Port and project team
- Continued preparing the Project Management Plan and Quality Assurance Plan
- Updated the detailed project schedule

1.2 Client Progress Meetings

- Prepared for and facilitated a client progress meeting on September 12
- Prepared and distributed the action items log

1.3 Consultant Team Meetings

- Prepared for and facilitated a consultant team meeting with project task leads on September 27

1.4 Risk Management

- No activity this period.

TASK 2. PUBLIC INVOLVEMENT

2.1 Public Involvement Plan and Task Coordination

- Coordinated with Port and Consultant team to continue developing the Public Involvement Plan
- Coordinated with PI Team to develop first round of logo options
- Reviewed internal draft of the communications protocol

2.2 Stakeholder Interviews

- Coordinated with PI Team on stakeholder interviews planning and execution

2.6 Bridge Replacement Advisory Committee

- No activity this period.

2.12 Status Reports

- Prepared and submitted a final September status report on September 5

TASK 5. ENVIRONMENTAL

5.1 Environmental Study Plan and Coordination

- Contributed to detailed project schedule and subcontract development for environmental-related items
- Began preparing the Environmental Study Plan

5.2 Agency Coordination

- Prepared for and attended the September 24 meeting with FHWA, ODOT and Port

5.4 Technical Reports, Memoranda and Study Updates

- Gathered demographic data to support the social/economic technical analysis and shared it with the PI Team
- Began preparing baseline visual resource data and documentation

Detailed Progress Summary by Task
Work Performed: September 1-30, 2018

TASK 6. ENGINEERING

6.1 Engineering Coordination

- No activity this period.

TASK 7. TRANSPORTATION

7.1 Methodology Memorandum

- Continued preparing the draft transportation methodology memorandum

7.2 Data Review and Collection

- Continued collecting and reviewing traffic data; coordinated with the Port on additional data from BreezeBy

TASK 8. PERMIT ASSISTANCE

8.3 US Coast Guard Permit

- Began coordinating with the US Coast Guard
- Reviewed draft navigation survey prepared by Permit Team

Commission Memo



Prepared by: Anne Medenbach
 Date: November 20, 2018
 Re: Lower Mill Dirt Haul

The Lower Mill Dirt Haul project entails moving 20,000 CY of wood waste and soil from the Lower Mill lot 902 to portions of the airport. An additional location is also needed to hold the soil and a privately owned and suitable location has been found for the excess.

In 2015, the Port excavated 20,000 CY of non-structural fill from the former Lower Hanel Mill site. This material has been tested and the DEQ-approved ABCA plan is to sort out large wood, metal, and rock and use the remaining soil as an agricultural amendment. The Port sorted the fill before it was placed in its current location and all metal, large wood, and large rock has been removed. Removal of the fill will allow for development of lot 902.

Staff went out to bid for the haul and placement of the fill on September 24. Bids closed on October 25 and the nine bids received are listed below.

Company	Bid
Groat Brothers Inc.	\$133,400
JAL Construction	\$169,638
James Dean Construction	\$196,840
Nutter Corporation	\$227,880.22
Crestline Construction LLC	\$248,360
Conway Construction	\$280,180
Tapani Corp.	\$297,560
Mission Construction	\$379,316
Beam Excavation	\$572,863

Groat Brothers Inc. is a haul company based in Woodland, WA and has several references. Groat Brothers explains their lower bid is the result of their specialized and larger equipment used exclusively for hauling. They only do haul/place jobs such as this and are very competitive. They are the lowest responsive and responsible bidder for this project. An Intent to Award letter was issued on Friday, October 26.

RECOMMENDATION. Approve contract with Groat Bros., Inc. for the Lower Mill Dirt Haul and Placement project not to exceed \$133,400.00.

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**PORT OF HOOD RIVER
PUBLIC IMPROVEMENT CONTRACT**

This Contract entered into between the PORT OF HOOD RIVER, an Oregon municipal corporation, ("PORT") and **Groat Brothers, Inc.** ("CONTRACTOR"), shall become effective when this Contract has been signed by both parties and the Port has issued to CONTRACTOR a Notice to Proceed with the Work.

WITNESSETH:

WHEREAS, CONTRACTOR, having examined the Work site and become familiar and satisfied with conditions, has submitted an acceptable bid to excavate and haul 20,000 CY of soil from the Lower Mill Industrial site, a Port property to Ken Jernstedt Airfield and 4463 Booth Hill Road, in Odell, a privately-owned property("Work"); and,

WHEREAS, the parties hereto desire that this Contract be undertaken and completed on the terms and conditions as hereafter set forth;

THEREFORE, IT IS AGREED AS FOLLOWS:

Terms of Performance

CONTRACTOR agrees to perform the described Work and provide all machinery, tools, apparatus, materials, equipment, labor and other means of construction necessary to complete the Work at the designated location in accordance with all terms specified in the Contract Documents, which by this reference are incorporated herein, including the following:

- A) Invitation to Bid
- B) Bidding Instructions
- C) First-Tier Subcontractor Disclosure Form
- D) Bid Form/Bid Schedule
- E) Bid Bond
- F) Performance Bond
- G) Payment Bond
- H) Certificate of Insurance
- I) General Conditions of Public Works Contracts
- J) Special Provisions
- K) Notice of Intent to Award
- L) Notice to Proceed
- M) Payment of Prevailing Wages Rates
- N) Drawings prepared for/or issued by PORT
- O) Specifications prepared for/or issued by PORT
- P) All affidavits and certifications submitted by CONTRACTOR as part of CONTRACTOR's Bid Documents, which affidavits and certifications CONTRACTOR agrees will remain effective throughout the term of this Contract.

Contract Price:

Subject to the provisions of all Contract Documents and in consideration of the faithful performance of the terms and conditions thereof by the CONTRACTOR, PORT agrees to pay CONTRACTOR **\$133,400.00** in the manner and at the times provided in the Contract Documents. The Contract price is for completing the Work. No alternates are included.

Contract Dates:

Project Start Date: December 3, 2018
Substantial Completion: March 29, 2019
Final Completion: April 5, 2019 (89) working days)

Liquidated damages

If the CONTRACTOR fails to complete the Work within the time specified or within any extension of time agreed to by both parties in writing, CONTRACTOR shall pay liquidated damages of \$250.00, for each day of delay beyond the completion day identified above. (If no dollar amount is specified this paragraph shall not apply to this Contract.)

Representatives

Unless otherwise specified in the Contract Documents, the Port designates Michael McElwee, as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters relating to performance, payment, authorization, and to carry out the responsibilities of the Port. Contractor has named Dennis Groat its Authorized Representative to act on its behalf.

Integration

The Contract Documents and this Contract constitute the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no other understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Contract on _____,
20__.

**GROAT BROS., INC.
CONTRACTOR**

PORT OF HOOD RIVER

Signed: _____
Dennis Groat

Signed: _____
Michael McElwee

Its Manager _____

Its Executive Director _____

Commission Memo



Prepared by: Anne Medenbach
Date: November 20, 2018
Re: Lower Mill Dirt Haul - Secondary location

The Lower Mill dirt move placement location at the airport cannot hold all the material. After the initial Intent to Award was issued to Groat Brothers, Inc., it was discovered that some of the material would need to go elsewhere. At the same time, a private property owner contacted the Port to express interest in hosting the dirt to fill in a former private model plane airstrip and grow grass for elk and deer. The private EFU (Exclusive Farm Use) site is about 5 acres on clay soils with a gradual slope and a flat spot. The DEQ has approved the dirt to be placed for agricultural uses, which this would be.

In order to transfer the dirt to the private party, the Port needs two agreements in place:

1. A sale agreement to transfer the dirt and some of the liability to the private party for a fee (\$15,000-\$20,000)
2. An access agreement to allow the Port's contractor to place the dirt.

Staff is working with a third-party environmental law firm to draft these two agreements and negotiating with the owner on payment. These documents will be brought to the board meeting on November 20th.

RECOMMENDATIONS:

Approve sale and transfer of Lower mill dirt to Sharon Pessl for the amount of \$15,000-\$20,000, to be paid by the Port, subject to legal review.

Approve the access agreement with Sharon Pessl allowing the Port and Port's contractor to access the secondary placement location, subject to legal review.

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Commission Memo



Prepared by: Anne Medenbach
Date: November 20, 2018
Re: Jensen Environmental Investigations - Coles and Betts

As part of the Future Development Options due diligence, staff consulted with Coles & Betts Environmental Consulting regarding potential unresolved environmental issues at the Jensen building. To fully characterize any remaining issues with the site, staff proposes a Time and Materials contract with Coles & Betts for environmental investigations on the site.

RECOMMENDATION. Approve contract with Coles & Betts Environmental Consulting, LLC for environmental investigations at the Jensen Building not to exceed \$24,575.00.

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Port of Hood River

Business Name and date

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

1. This Contract is entered into between the Port of Hood River ("Port") and **Coles & Betts Environmental Consulting LLC** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction on a time and materials basis for a maximum consideration not to exceed \$21,575.00. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through June 1, 2018. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 15 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall provide insurance in accordance with attached Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

Coles & Betts Environmental Consulting LLC

Port of Hood River

Signed: _____
 Title: Jill Betts, Managing Member
 Date: _____
 Address: _____
 Phone/Email: _____

Signed: _____
 Title: Executive Director
 Date: _____
 Address: 1000 E. Port Marina Drive, Hood River,
 OR 97031
 Phone/Email: (541) 386-1645/ pohr@gorge.net

**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK:

STEP 1: Collect a groundwater sample from the one existing groundwater monitoring well located inside the Tofurky leasehold and analyze the sample for dissolved RCRA8 metals (Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver) and zinc by United States Environmental Protection Agency (EPA) Method 6020, and for chlorinated solvents by EPA Method 8260C. The results will be compared to the Oregon Department of Environmental Quality (DEQ) and/or EPA regulatory reference levels for ecological receptors and to DEQ Risk-Based Concentrations (RBCs) for multiple exposure pathways pertaining to human health (e.g., vapor intrusion). A letter report will be prepared documenting the sampling activities, the lab results, and C+BEC's recommendations.

Assumptions: The groundwater sampling activities can be completed during normal business hours and within 6 hours. Lab results will be available on a normal-turn basis. Purge water disposal will only be necessary if contamination is discovered, and it may be able to be stored on-site for later disposal with the drilling investigation derived waste. The groundwater sampling event will be completed on a time and materials basis, and the estimated cost may be less than what is listed.

STEP 2: If sufficient contamination is identified from the groundwater sampling event to merit further investigation, additional activities will be completed that focus on the former indoor plating area, the breezeway area and/or the former irrigation system, and the former underground storage tanks (USTs) on the southern and eastern portions of the Property. Note that regardless of the results from the monitoring well sampling, the Port may want to continue the investigation due to other uncertainties related to past operations at this facility. The tasks associated with the subsurface investigation are:

- A geophysical survey to determine whether UST(s) are present, and to determine whether any subsurface sumps or other features associated with former Luhr Jensen operations are present on the south side of the building. If possible, a geophysical survey and/or inspection of the indoor former plating area's sumps (these may be covered by walk-in coolers).
- A subsurface investigation that will include utilization of a direct push drill rig for sampling soil and groundwater at the above-referenced areas of environmental concern (up to 7 borings) drilling for soil and groundwater field screening, sampling, and analyses. C+BEC will prepare a report documenting the field activities, lab results, and C+BEC's recommendations.

The proposed site investigation activities are designed to document whether contamination is present in the areas of environmental concern on the Property. The scope of work for Step 2 may change based on the groundwater monitoring well sampling event results, site conditions, findings during the geophysical survey, and field screening data. For example, if the geophysical survey does not find evidence of UST(s), a subsurface investigation in the vicinity of the UST(s) may not be necessary. Furthermore, if significant contamination is found, additional investigation activities may be necessary at a later date at additional cost. The scope of work will be modified only upon the client's approval.

Assumptions: The geophysical survey and subsurface investigation activities can be completed during normal business hours. Drilling and sampling activities will be completed in two 10-hour days. Lab results will be available on a normal-turn basis. The site investigation activities will be completed on a time and materials basis, and the estimated cost may be less than what is listed.

II. CONSIDERATION:

All work will be billed on a time and materials basis and may be less than the estimated costs listed below. C+BEC will work with the Port and its counsel to determine the most cost effective way to investigate the site while managing risk.

* As a cost savings measure, this estimate assumes the Port will be present to coordinate and assist Pacific Geophysics. Survey cost includes a report documenting the survey findings. Also, C+BEC will have the geophysical contractor bill the Port directly for their subsurface survey.

Step One:

Estimated Cost: \$3,000

C+BEC (Coordination, Field Work, Field Equipment)	\$1,600
Analytical Laboratory	\$450
Purge Water Disposal	\$250
C+BEC Letter Report	\$700

Step Two:

Estimated Cost: \$21,575

Geophysical Survey	\$3,000*
C+BEC (Coordination, Field Work, Field Equipment)	\$5,400
Private Utility Locator	\$575
Drilling Contractor (2 days)	\$5,100
Analytical Laboratory (7 soil and 7 groundwater samples)	\$5,200
Purge Water Disposal	\$500
C+BEC Letter Report	\$1,800

III. BILLING AND PAYMENT PROCEDURE:

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

- Invoice date
- Contract project title
- Record of hours worked and a brief description of activities
- Billing rate applied
- Description of reimbursable items

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

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

**Personal Services Contract
Exhibit B**

INSURANCE

Contractors, please send this to your insurance agent immediately.

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

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

Required and attached OR _____ Contractor is exempt

Certified by Contractor: _____
Signature/Title

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

Required and attached Waived by Finance Manager _____

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

Required and attached Waived by Finance Manager _____

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

Required and attached Waived by Finance Manager _____

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

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

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