

PORT OF HOOD RIVER COMMISSION

Tuesday, June 16, 2015

Marina Center Boardroom

5:00 p.m.

Regular Session Agenda

1. Call to Order
 - a. Modifications, Additions to Agenda
 2. Public Comment (5 minutes per person per subject; 30 minute limit)
 3. Consent Agenda
 - a. Approve Minutes of June 2, 2015 Regular Session - *(Laurie Borton)*
 - b. Approve Reappointment of Rich Truax to Budget Committee for Three Year Term Ending June 30, 2018 - *(Fred Kowell)*
 - c. Approve Reappointments of Sam Bauer, Cori Collins, Pepi Gerald, Adam Lapierre, Greg Stiegel, and Lori Stirn to Waterfront Recreation Committee for Three Year Terms Ending June 30, 2018 - *(Liz Whitmore)*
 - d. Approve Lease with Hood River Yacht Club for Marina Club House - *(Anne Medenbach)*
 - e. Approve Lease Amendment #1 Electronics Assemblers at Big 7 Building - *(Anne Medenbach)*
 - f. Approve Lease Amendment #1 with Gorge Networks at Big 7 Building - *(Anne Medenbach)*
 - g. Approve Lease Amendment #1 with Big Y Fly at Big 7 Building - *(Anne Medenbach)*
 - h. Approve Lease Amendment #1 with Pfreim Brewing Company LLC at the Halyard Building - *(Anne Medenbach)*
 4. Action Item: Approve Disposition and Development Agreement with C.M. & W.O. Sheppard for Riverside and North 2nd Lot - *(Michael McElwee)*
 5. Reports, Presentations and Discussion Items
 - a. Tolling System Upgrade – *Dennis Switaj, HDR Engineering*
 - b. Expo Design Plans for Light Industrial Buildings - *Jeff Pickhardt, Key Development*
 - c. Lot 1 Update – *Mike Zilis, Walker | Macy*
 - d. Waterfront Parking Plan Update - *(Liz Whitmore)*
 6. Director's Report
 7. Commissioner, Committee Reports
 - a. Urban Renewal Agency – Commissioners Streich and Davies (June 8)
 8. Action Items
 - a. Approve Contract with P-Square Solutions for Tolling System Upgrade Not to Exceed \$229,290 - *(Fred Kowell)*
 - b. Approve License Agreement with Gorge Networks for Installation of Conduit and Fiber Optic Line on Port Waterfront Properties - *(Anne Medenbach)*
 - c. Approve Contract with HDR Engineering for On-Call Services Associated with the Hood River Bridge Not to Exceed \$98,000 *(Fred Kowell)*
 - d. Approve Crestline Construction Change Order No. 2 in the Amount of \$22,613.52 for the Nichols Basin West Edge Trail Project - *(Liz Whitmore)*
 - e. Approve Design for Turtle Island Building - *(Michael McElwee)*
 - f. Authorize Executive Director to Sign Financing Agreement with State of Oregon Infrastructure Financing Authority *(Fred Kowell)*
 - g. Adopt Resolution No. 2014-15-5 Authorizing Budget Transfer for FY 2014-15 *(Fred Kowell)*
 9. Commission Call
-
10. 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
 Regular Session Meeting Minutes of June 2, 2015
 Marina Center Boardroom**

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

Present: Commissioners Jon Davies, Fred Duckwall, Rich McBride, and Brian Shortt; Port Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, Anne Medenbach, Genevieve Scholl (until 5:40 p.m.), Liz Whitmore, and Laurie Borton

Absent: Commissioner Hoby Streich

Media: None

1. Call to Order: President McBride called the Regular Session meeting to order at 5:00 p.m.

a. Modifications, Additions to Agenda: ORS 192.660(2)(f) Exempt Public Records and ORS 192.660(2)(h) Legal Counsel were added as Executive Session criterion. The tolling system upgrade presentation was tabled as Dennis Switaj, HDR Engineering, was not available to attend the meeting. Chief Finance Officer Fred Kowell was available to discuss Action Item A regarding the contract with P-Square Solutions for the upgrade, however, Attorney Jerry Jaques reported he had not reviewed the contract and suggested tabling the Action Item. Executive Director Michael McElwee stated possible action may result from Executive Session discussion.

2. Public Comment: None.

3. Consent Agenda:

- o Approve Minutes of May 19, 2015 Regular Session
- o Approve Lease Extensions in Maritime Building with Hood River Distillers and Double Mountain Brewery Subject to Legal Counsel Review
- o Ratify Amendment No. 1 to Contract with Larry Halgren & Associates Not to Exceed \$1,500

Motion: Move to approve Consent Agenda

Move: Davies

Second: Duckwall

Discussion: Davies cited a potential conflict of interest with the Double Mountain lease extension due to his Columbia River Insurance client relationship with the Maritime Building tenant

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

Absent: Streich

MOTION CARRIED

4. Reports, Presentations and Discussion Items

a. Tolling System Upgrade – Dennis Switaj, HDR Engineering: This item was held over to another meeting.

b. Fiber Attachment on Bridge – Dan Bubb, Gorge Networks: Bubb spoke about the fiber connection project on the waterfront (the first phase last year connected fiber to the Marina area) and his goal for a lease that will take fiber across the river via an attachment to the Interstate Bridge.

Regarding the second phase that will bring a fiber loop to the waterfront area, there was discussion that the exact route for the installation needs to be finalized before an easement can be issued, and that close collaboration between Port staff, GorgeNet, and GorgeNet's contractor will be required. Bubb, however, did ask for permission to begin work on the connection from the pedestrian footbridge to the NBW Hood River LLC hotel project because his work needs to be coordinated with the hotel contractor's timeline. There was Commission consensus to provide temporary permission for this portion of the second phase.

c. **Waterfront Parking Plan for Summer:** Liz Whitmore, Waterfront Coordinator, provided a conceptual layout for discussion illustrating 90-minute to 4-hour angled and parallel parking alternatives for Portway Avenue and N. 1st Street since parking has been eliminated at "Slackwater Beach" due to construction of the Nichols Basin West Edge Trail. Signage, enforcement, towing, use of a permit system were also discussed. McElwee commented that a meeting with parking consultant Rick Williams and the City was already scheduled and he would ask Williams to review and comment on the layout. A parking plan will be brought back to the Commission for further discussion at the June 16 meeting.

d. **Airport Through the Fence Agreements:** Kowell provided information on the Federal Aviation Administration's (FAA) policy of not issuing Through-the-Fence (TTF) agreements unless there was commercial activity. The FAA now allows for commercial/residential use agreements. There are currently three residences bordering the Ken Jernstedt Airfield that have aircraft that will require TTF Agreements that mirror FAA policy. Kowell said that agreements would be brought back to the Commission at a later date, and once executed, copies will need to be provided to the FAA.

e. **Bridge Replacement Task List:** McElwee reviewed a task list of efforts that could be carried out to advance efforts toward long-term replacement of the Interstate Bridge. An approximation of cost and staff time was also included. There was consensus that the following efforts would have no significant impact on the FY 15-16 budget: prepare more detailed descriptive bridge materials, increase outreach, convene annual "summit," evaluate specific public-private-partnership opportunities, and develop alternative replacement finance models. McElwee said that he would have a conversation with the City and County and request they include the bridge replacement on their transportation system plans (TSP). McBride suggested adding a task for the development of a regional transportation plan, which would be a good tool to use when funding requests are made.

f. **Financial Review for Ten Months Ended April 30, 2015:** Kowell reviewed expenditures and revenues for the 10-month period ending April 30 and reported that, overall, the Port is in line with its financial forecast and budget with respect to revenues and its expenses are under budget. Kowell noted a Budget Transfer will be brought to the Commission June 16 that will be expenditure neutral and only changing appropriation levels at the cost category levels.

5. Director's Report: McElwee highlighted the following—there will be a turnover in tollbooth staffing with the retirements of Robert Worth and new part-time status of Vincent Ormando; kite launching and landing from the Event site will end June 4; Marina tenants will receive notification that base utility rates will not take effect until January 2016 and tenants who have paid will receive a refund. The Nichols Basin West Edge Trail project is on schedule; however, staff is working with the contractor on some

landscape plant issues. McElwee reported he had provided additional comments to the City regarding the Conditional Use Permit Amendment for the Naito hotel project regarding the 30% increase in commercial building floor area. The Sheppard’s waterfront project was approved by the Hood River Planning Commission following a June 1 public hearing and a Disposition and Development Agreement will be an Action Item for the Commission on June 16. And congratulations were offered to Commissioners Shortt and Streich on election results for their renewed four-year terms.

6. Commissioner, Committee Reports:

a. Addition: Related to the GorgeNet discussion, Commissioner Shortt commented that when utilities are installed on the waterfront there should be an assurance that what’s adequate today will still be adequate in 5 to 10 years. He would also like to make sure that a competitive ‘pipeline’ for services is kept open.

b. Addition: Commissioner Davies reported on his attendance at a recent Gorge Innoventure board meeting discussing next steps and that another meeting would be held next week.

7. Action Items:

a. Approve Contract with P-Square Solutions for Tolling System Upgrade in an Amount Not to Exceed \$229,280: This item was held over to the June 16 meeting.

b. Approve Intergovernmental Agreement with Oregon Department of Aviation for 2015 Pavement Maintenance Program: On three year intervals, the Oregon Department of Aviation (ODA) conducts an assessment of small Oregon airports that includes an onsite visit and analysis of the condition of all airport pavement. ODA’s final report includes a forecast of projects and pavement conditions along with treatment recommendations and cost estimates. Another airport has donated their entitlement funds to cover the 10% match on all state funded Pavement Management Plan (PMP) projects. Anne Medenbach, Property/Development Manager, reported the Intergovernmental Agreement (IGA) provides a vehicle for the funding to move forward.

Motion: Move to approve IGA with Oregon Department of Aviation for the 2015 Statewide Airport Pavement Maintenance Program

Move: Shortt

Second: Davies

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

Absent: Streich

MOTION CARRIED

c. Approve Resolution No. 2014-15-3 Extending Worker’s Compensation Coverage to Port Volunteers: Davies excused himself from the room during discussion citing a direct conflict of interest because of his involvement with Columbia River Insurance and the agency’s partnership with Special Districts Association of Oregon (SDAO). Kowell reported the Resolution formally directs SDAO to provide Workers’ Compensation coverage for Port Commissioners while performing their authorized duties as elected officials and for other volunteers that assist the Port in its various operations.

Motion: Move to approve Resolution 2014-15-3 providing Port Commission and volunteers with Workers’ Compensation insurance
Move: Duckwall
Second: Shortt
Vote: **Aye:** Duckwall, McBride, and Shortt
Abstain: Davies
Absent: Streich
MOTION CARRIED

d. Approve Resolution 2014-15-4 Adopting the FY 2015-16 Budget in the Total of \$15,590,930 and the Assessed Tax Rate of \$0.0332 per \$1,000 of Assessed Value:

Motion: Move to approve Resolution 2014-15-4 adopting the FY 2015-16 Budget in the total of \$15,590,930 and the assessed tax rate of \$0.0332 per \$1,000 of assessed value
Move: Duckwall
Second: Davies
Vote: **Aye:** Davies, Duckwall, McBride, and Shortt
Absent: Streich
MOTION CARRIED

8. Commission Call: McBride invited everyone to the June 3 “Loco Wednesday” (*Share the stoke and get ready for another great sporting season in the Hood*) at the Event Site from 4-7pm, with live music and enough food to serve 200 people. He said the event, which will be held every Wednesday in June, has been generously sponsored by the community, as well as the Port and its Commissioners.

9. Executive Session: Regular Session was recessed at 7:05 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Property Transactions; ORS 192.660(2)(f) Exempt Public Records; and ORS 192.660(2)(h) Legal Counsel.

10. Possible Action: The Commission was called back into Regular Session at 8:05 p.m. No action was taken as a result of Executive Session.

11. Adjourn: President McBride adjourned the meeting at 8:05 p.m.

Respectfully submitted,

 Laurie Borton

ATTEST:

 Rich McBride, President, Port Commission

 Hoby Streich, Secretary, Port Commission

Commission Memo



Prepared by: Fred Kowell
Date: June 16, 2015
Re: Budget Committee Reappointment

Rich Truax was appointed to the Budget Committee to fill a vacancy for a term that expired on June 30, 2012. Truax has indicated he would like to continue his participation on the Committee for another three-year term.

Staff recommends he be reappointed for an additional term that would expire June 30, 2018. However, should the Commission determine that this Committee position should be advertised, Truax would be eligible to resubmit an application.

Jeff Nicol's term also expires on June 30, 2015 and he has decided to let his term lapse. Staff would appreciate input from the Commission on possible candidates that could be contacted to fill this vacancy; otherwise the position will need to be advertised.

Unexpired terms include John Benton and Larry Brown (2016), and John Everitt (2017).

RECOMMENDATION: Approve reappointment of Rich Truax to the Budget Committee for a three year term expiring June 30, 2018.

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Commission Memo



Prepared by: Liz Whitmore
Date: June 16, 2016
Re: Waterfront Recreation Committee Appointments

Six positions on the Waterfront Recreation Committee expire June 30, 2015. Staff is seeking direction from the Commission on filling these positions.

The following members have indicated they would like to serve another three-year term.

- Sam Bauer (general public)
- Cori Collins (general public)
- Pepi Gerald (general public)
- Adam Lapierre (CGKA)
- Lori Stirn (Parks and Rec)
- Greg Stiegel (CGWA)

These individuals have been valuable and engaged members of the Waterfront Recreation Committee, and staff recommends reappointment. The Governance Policy allows the Commission to forego the interview process if the entire Commission is in agreement.

RECOMMENDATION: Approve reappointment of Sam Bauer, Cori Bison, Pepi Gerald, Adam Lapierre, Lori Stirn, and Greg Stiegel to the Waterfront Recreation Committee with terms ending June 30, 2018.

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Commission Memo



Prepared by: Anne Medenbach
Date: June 16, 2015
Re: Lease - Hood River Yacht Club, Inc.

The Commission approved a lease with the Hood River Yacht Club, Inc. (HRYC), starting July 1, 2014 for one year. HRYC would like to have a two-year lease with a one-year option. The rate will remain with same with the addition of a CPI bump starting with the renewal term.

The Port is currently working with HRYC to install an awning on the south side of the building which will cost under \$500. HRYC would also like to have the yard repaved. This is something that staff is discussing with HRYC but is not part of the lease agreement. A repave would cost about \$10,000.

RECOMMENDATION: Approve lease with Hood River Yacht Club, Inc., subject legal counsel review.

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LEASE

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

1. Description. In consideration of the covenants of the parties, Lessor leases to Lessee approximately 839 square feet of space in Lessor’s building commonly known as the Port Maintenance (“building”) and adjoining 6,340 square feet of fenced yard, located at the Hood River Marina (“Leased Premises”).

Building Address: “Port maintenance building”
 Hood River Marina
 Hood River, OR 97031

Approximate Square footage: 839 building + 6,340 yard area

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

2. Term.

Lease Commencement Date: July 1, 2015
 Lease Expiration Date: June 30, 2017
 Renewal Options: One (1) one (1) year option
 Renewal Notice Requirement: Ninety (90) days

The lease term shall be for the period commencing on **July 1, 2015** and continuing through June 30, 2017. If not in default, and if Lessee pays Lessor all real property taxes Lessee owes or may be responsible to pay under the terms of the lease, Lessee has the option to extend the lease for one extension term of one year, through June 30, 2018, provided Lessee gives Lessor written notice of Lessee's intent to renew the lease for the additional term while the lease is in effect. To be effective, Lessee’s notice to renew must be given to Lessor no later than 90 days prior to the lease termination date.

3. Rental.

Monthly Rent for the Leased Premises will be the following Monthly Base Rates, plus the applicable Consumer Price Index (CPI) Rate Adjustment, as set forth below:

<u>Space</u>	<u>Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rate</u>
Building	839	\$0.64	\$536

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

on the date Lessee is entitled to occupy the Leased Premises. However, if the lease does not begin on the first day of a month, rental for the first month shall be prorated to reflect the actual number of days in that month that the lease is in effect and shall be payable immediately.

Starting on July 1, 2016 and occurring annually thereafter, including any extensions of this lease, monthly rent will be adjusted by adding to the monthly rental amount payable during the previous 12-month period a percentage increase equal to the percentage change in the Consumer Price Index (CPI) for the most recent 12-month period for which a published CPI is available. The CPI figure will be taken from the index entitled CPI-U for Portland, OR – all items and major group figures for all urban consumers, or, if such index is unavailable, will be taken from a similar index published by the United States Bureau of Labor Statistics. However, in no event will the annual increase be less than 1 percent or more than 5 percent.

- 4. Use.** Lessee shall use the Leased Premises for yacht club and other community-based club's membership meetings, marine and safety instruction, dry land vessel storage, and for activity reasonably related thereto. The Leased Premises shall not be used for any other purposes without the written consent of Lessor.
- 5. Taxes.** Lessee shall pay all taxes on its personal property located on the Leased Premises. Lessee shall pay all real property taxes of governmental units assessed against the Leased Premises, and all real property taxes assessed against all inside and outside common areas of the building based on the amount of lease space occupied by Lessee as a percentage of the total lease space in the building. Lessee shall pay all such real property taxes which have been assessed and are payable during Lessee's occupancy. Lessee shall also pay all such taxes which arise during a tax year as a result of Lessee's occupancy, even if the lease term has ended, or if Lessee has vacated the Leased Premises. However, if another tenant occupies the Leased Premises and agrees to pay any portion of the real property taxes otherwise payable by Lessee, Lessee shall not be required to pay those taxes which the new tenant pays. [Note: Under current law, Port real property is exempt from property taxation during an upcoming fiscal tax year (July 1 through June 30) unless a private party occupies such Port property on June 30. If a private party is in possession of
- 6. Utilities.** Lessee shall pay a \$50 monthly fee for utility usage. Lessor shall provide and pay for sewer, water and garbage service for domestic purposes. In no event shall Lessor be liable for an interruption or failure in the supply of any utilities to the leased premises.
- 7. Liability Insurance and Hold Harmless Agreement.** Lessee agrees to indemnify and save Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done

by Lessee at the Leased Premises, and will further indemnify and save Lessor harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this lease, or arising from any willful or negligent act or omission of Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

Lessee agrees during the term hereof to keep a policy of general commercial liability insurance in effect with respect to the Leased Premises with minimum coverage of one million dollars (\$1 million) combined single limits. If Lessee renews this lease, at the outset of the renewal term Lessor may, with written notice, raise the minimum insurance requirement to an amount of insurance that is reasonably commercially available. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor at least fourteen days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor. A copy of the policy or certificate of insurance shall be delivered to Lessor no later than three days after Lessee occupies the Leased Premises.

- 8. Fire Insurance and Waiver of Subrogation.** If the Leased Premises or building where the Leased Premises are located are partially or totally destroyed by fire or other casualty, Lessor may decide to repair the Leased Premises or building, or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within 30 days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the lease shall continue, and Lessor shall return the Leased Premises or building to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's fixtures, furniture, floor coverings or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises or building, or related to repairs undertaken by Lessor. Each party shall provide its own insurance protection at its own expense, and each party shall look to its respective insurance carrier for reimbursement of loss, which may be insured against by a standard form of fire insurance with extended coverage. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

9. Lessee/Lessor Covenants. Lessee shall not do anything which may damage the Leased Premises or any systems in the building or other areas surrounding the building. Lessee shall not be a nuisance or a menace to other tenants in the building. Lessee will not create or use hazardous substances, or dispose of hazardous waste of any kind, unless in strict compliance with environmental laws and regulations. Lessee, at Lessee's expense, shall be responsible to provide improvements and equipment, and to obtain any required permits or approvals necessary for Lessee to engage in activities at the Leased Premises. Lessee promises to comply with all laws, ordinances, and government regulations applicable to the Leased Premises and to Lessee's activities at the Leased Premises, and to comply with reasonable rules adopted by Lessor which apply to all tenants of the building.

Lessee shall not attach any fixtures or make any improvements or alterations to the Leased Premises without describing them in writing and receiving Lessor's prior written consent. Lessee shall not suffer or give cause for the filing of any lien against the Leased Premises.

Lessor shall maintain the building roof, bearing walls, exterior walls, windows and the drainage, plumbing, electrical, and heat and cooling systems installed by Lessor to the point at which they enter the Leased Premises. Lessor shall maintain exterior common areas and landscaping, and provide ice and snow removal in the parking area outside the Leased Premises [within a reasonable time after the Lessee requests removal].

10. Quiet Enjoyment. From the date the lease commences Lessee will have the right to use the Leased Premises consistent with this lease without hindrance or interruption by Lessor or any other persons claiming by, through or under Lessor, subject, however, to the terms and conditions of this lease. The foregoing notwithstanding, Lessee agrees that Lessor may make improvements to the building and adjacent areas which may cause noise or otherwise temporarily disrupt Lessee's quiet enjoyment of the Leased Premises.

11. Care of Leased Premises. Lessee shall at all times keep the Leased Premises in as good condition as they are in at the outset of this lease, or if improvements are made thereafter in at least as good condition as after such improvements, and shall surrender the Leased Premises to Lessor in such good condition, reasonable wear and tear, or loss by fire or other casualty covered by insurance excepted.

12. Fixtures and Personal Property. Unless otherwise agreed in writing, all permanent improvements now located or hereafter placed on the Leased Premises during the term of the lease, other than Lessee's trade fixtures, equipment, and items related to Lessee's equipment, shall be the property of Lessor, and shall remain on the Leased Premises at the expiration or termination of the lease, provided that Lessor reserves the right within 30 days after the

lease term ends to require Lessee to promptly remove any improvements which Lessee has placed on the Leased Premises at Lessee's expense, in a way which does not cause damage to the Leased Premises.

At the expiration or earlier termination of the lease term Lessee shall remove all furnishings, furniture, equipment, goods of any kind and trade fixtures from the Leased Premises in a way that does not cause damage to the Leased Premises. If Lessee fails to remove any this shall be an abandonment of such property, and Lessor may retain Lessee's abandoned property and all rights of Lessee with respect to it shall cease; provided however, that Lessor may give Lessee written notice within 30 days after the lease expiration or termination date electing to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove personal property and Lessee fails to promptly do so, Lessor may effect a removal and place the property in storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, storage, disposal, and other costs incurred by Lessor with regard to such personal property.

13. Signs. Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from building common areas without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee agrees to maintain in good condition any signs or displays which are allowed.

14. Lessor's Access to Premises. Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after 24 hours oral notice (without notice to protect public health and safety in an emergency) for the purpose of inspecting it, or to make repairs, additions or alterations to the premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on site manager) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same within 30 days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof.

15. Entire Agreement; Amendments. This lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.

16. Waiver. One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant

or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.

17. Assignment. Lessee agrees not to assign or in any manner transfer this lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent. This Lease will not be assigned, subleased, or otherwise transferred except with the consent of Lessor, which consent may be granted or denied in Lessor's sole discretion. Any transfer of an ownership interest in Lessee of fifty percent (50%) or more will be deemed an assignment.

18. Default. Time is of the essence of performance of all the requirements of this lease. If any rental or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fourteen (14) days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of creditors or if Lessee shall abandon the premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the lease may be terminated at the option of Lessor. If the lease is terminated, Lessee's liability to Lessor for rents and damages shall survive such termination and Lessor may re-enter, take possession of the premises, and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

19. Holdover. If Lessee does not vacate the Leased Premises when the lease term expires, Lessor shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal, and at a rental rate equal to the rent last payable by Lessee during the lease term. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than 10 days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this lease or by law with respect to month-to-month tenancy.

20. Notices. Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee’s registered agent, to the person signing the lease, or to Lessee’s on site manager who at the date of this lease is _____, or sent by certified mail with postage prepaid to the address indicated on the signature page of this lease; and if such notice is to Lessor, delivered personally to the Executive Director, 1000 E. Port Marina Drive, Hood River, OR 97031 or sent by certified mail with postage prepaid to the address indicated on the signature page of this lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.

21. Dispute Resolution. Any dispute involving this lease may be resolved by mediation. If the parties agree to use a mediator they will each pay one half the costs of mediation. If mediation does not occur or does not result in a solution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in an arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney’s fees and costs and disbursements incident thereto.

22. Authority to Execute. The persons executing this Lease on behalf of Lessee and Lessor warrant that they have the authority to do so.

DATED this _____ day of _____, 2015.

Lessee:
Hood River Yacht Club, Inc.
PMB No. 147
2149 Cascade Ave, Ste. 106A
Hood River, OR 97031

Lessor:
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR, 97031
(541) 386-1645

BY:

BY:

Name:
Title:

Name: Michael McElwee
Title: Executive Director

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Commission Memo



Prepared by: Anne Medenbach
Date: June 16, 2015
Re: Electronic Assemblers Lease Amendment #1

The Commission approved a lease with Electronic Assemblers that began on November 1, 2010 for Suites 301, 302, 303 and 402 in the Big 7 Building. The current term is through October 31, 2015 with one (5) year option to renew. The current rate is \$0.73/sf NNN for office and \$0.58/NNN for third floor production.

Electronics Assemblers would like to allow GorgeNet to lease a portion of the 402 Suite, now known as 401b. This amendment takes that portion out of the Electronics Assemblers lease as of July 1, 2015. Big Y Fly would like to take over Suite 403 (1,300sf) at the same terms and rate as the rest of their lease.

RECOMMENDATION: Approve Lease Amendment #1 with Electronics Assemblers Inc.

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FIRST AMMENDMENT TO LEASE

Whereas: On November 1, 2010, Port of Hood River, an Oregon municipal corporation, as Lessor, and Electronics Assemblers Inc., an Oregon Corporation, as Lessee, entered a Lease for premises known as Tenant Space 301, 302, 303 and 402 in the Big 7 Building located 616 Industrial Street, Hood River, Oregon, and

Whereas, Lessee would like to move out of a portion of Suite 402, known hence forth as Suite 401b, equating to approximately 917 square feet, in Exhibit 'A'.

Therefore, the parties agree as follows:

Section 4 of the Lease shall be amended as follows:

Effective July 1, 2015

Date	Square Footage	Lease Rate	Monthly Total
November 1, 2010-October 31, 2011 November 1, 2010-October 31, 2011	9,300 Manufacturing 2,263 Office	\$0.51 \$0.61	\$6,123.43
November 1, 2011-October 31, 2012 November 1, 2011-October 31, 2012	9,300 Manufacturing 2,263 Office	\$0.53 \$0.64	\$6,377.32
November 1, 2012-October 31, 2013 November 1, 2012-October 31, 2013	9,300 Manufacturing 2,263 Office	\$0.55 \$0.67	\$6,631.21
November 1, 2013-October 31, 2014 November 1, 2013-October 31, 2014	9,300 Manufacturing 2,263 Office	\$0.57 \$0.70	\$6,885.10
November 1, 2014-October 31, 2015 November 1, 2014-June 30, 2015	9,300 Manufacturing 2,263 Office	\$0.58 \$0.73	\$7,045.99
July 1, 2015-October 31, 2015	9,300 Manufacturing 1,346 Office	\$0.58 \$0.73	\$6,403.50

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

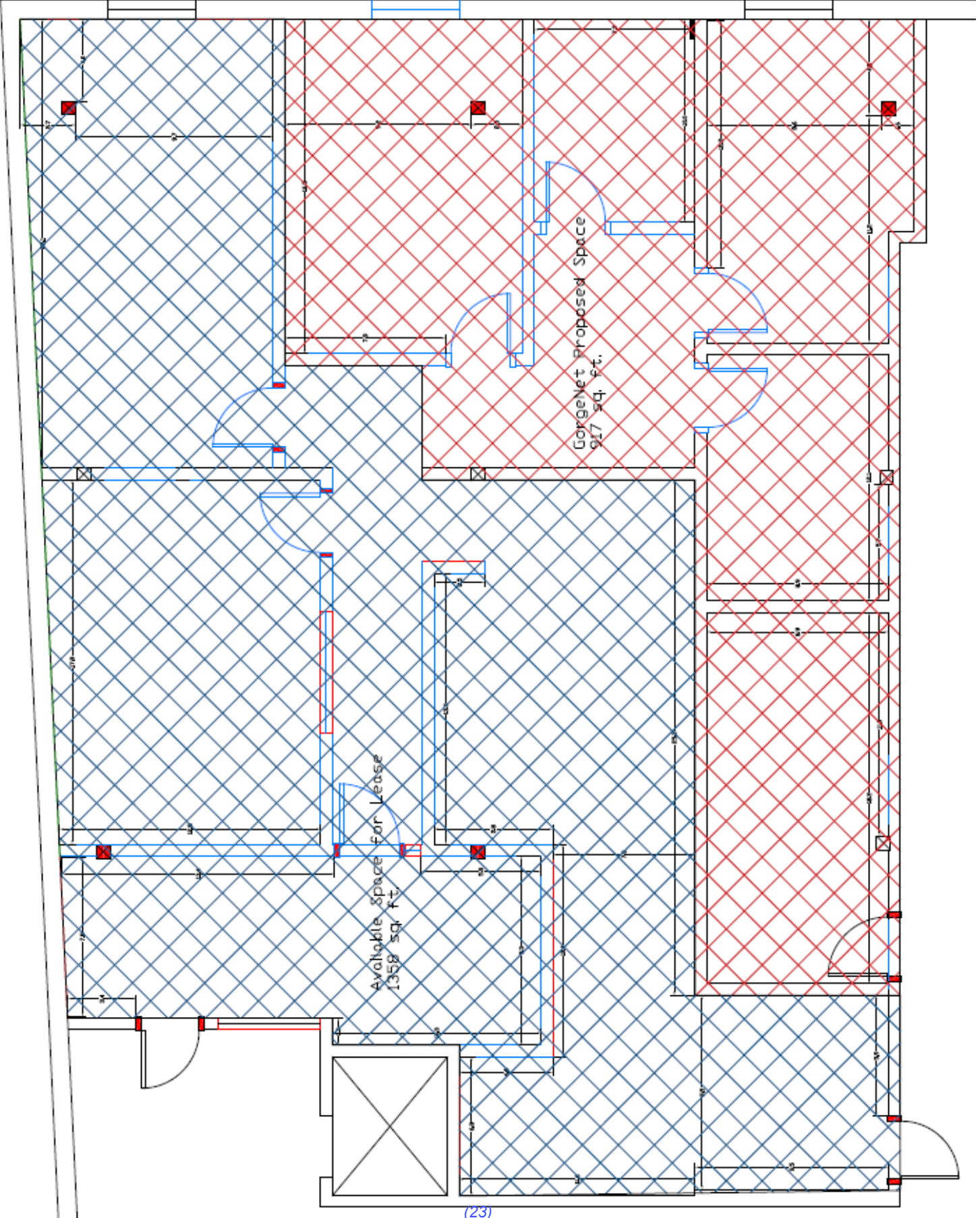
Lessee, Electronics Assemblers, Inc

Lessor, Port of Hood River

By: _____
 Bill Pullum
 President
 Date _____

By: _____
 Michael S. McElwee
 Executive Director
 Date _____

Exhibit A



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Commission Memo



Prepared by: Anne Medenbach
Date: June 16, 2015
Re: GorgeNet Inc. - Lease Amendment #1

The Commission approved a lease starting on October 8, 2014 with GorgeNet for Suite 403 (1,300sf) in the Big 7 Building. The current term is for one year with three (1) year options to renew. The current rate is \$0.60/sf NNN.

GorgeNet would like to move closer to their other offices on the west side of the building. Big Y Fly would like to take over Suite 403 (1,300sf). Suite 402, currently occupied by Electronics Assemblers, can be easily demised to create 917 sf of office for GorgeNet. A private entrance from Suite 401 can be easily accommodated, at their cost. This would leave approximately 1,200 sf of office to market for Electronics Assemblers. The rate would be \$0.65/sf NNN and is on the same terms.

RECOMMENDATION: Approve Lease Amendment #1 with GorgeNet Inc.

FIRST AMMENDMENT TO LEASE

Whereas: On October 8, 2014, Port of Hood River, an Oregon municipal corporation, as Lessor, and Gorge Networks Inc., an Oregon Corporation, as Lessee, entered a Lease for premises known as Tenant Space 403 in the Big 7 Building located 616 Industrial Street, Hood River, Oregon.

Whereas, Lessee would like to move out of Suite 403 and move into a portion of Suite 402, of approximately 917 sf henceforth known as Suite 401b, "leased premises" found in Exhibit 'A'.

Therefore, the parties agree as follows:

Section 3 of the Lease shall be amended as follows:

Effective July 1, 2015

<u>Space</u>	<u>Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rate</u>
Suite 401b	917	\$0.65	\$596.00

Lessee shall be allowed to create a new entrance from Suite 401 to Suite 401b, after receiving approval from Lessor. Lessee shall provide Lessor with a scaled drawing and plan of such entrance. All improvement costs for new entrance shall be at the expense of the Lessee.

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

Lessee, Gorge Networks, Inc

Lessor, Port of Hood River

By: _____
Dan Bubb
President
Date _____

By: _____
Michael S. McElwee
Executive Director
Date _____

Commission Memo



Prepared by: Anne Medenbach
Date: June 16, 2015
Re: Big Y Fly- Lease Amendment #1

The Commission approved a lease with Big Y Fly beginning on February 3, 2015 for 2,774 sf in the Big 7 Building, Suite 404. The current term is for three years with one (3) year option to renew. The current rate is \$0.65/sf NNN for office and \$0.35/NNN for mezzanine.

GorgeNet currently leases this space but would like to move closer to their other offices on the west side of the building. Big Y Fly would like to take over Suite 403 (1,300sf) at the same terms and rate as the rest of their lease.

RECOMMENDATION: Approve Lease Amendment #1 with Big Y Fly Co. Inc.

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FIRST AMMENDMENT TO LEASE

Whereas: On February 1, 2015, Port of Hood River, an Oregon municipal corporation, as Lessor, and Big Y Fly Co, Inc., an Oregon Corporation, as Lessee, entered a Lease for premises known as Tenant Space 404 and Mezzanine, in the Big 7 Building located 616 Industrial Street, Hood River, Oregon.

Whereas, Lessee would like to add Suite 403 (1,300 square feet) to their lease at the same terms and rate as suite 404. Exhibit 'A' illustrates the new leased premises.

Therefore, the parties agree as follows:

Section 3 of the Lease shall be amended as follows:

Effective July 1, 2015

<u>Space</u>	<u>Square Footage</u>	<u>Rate per s.f. per month</u>	<u>Monthly Base Rate</u>
Suite 404	1,709	\$0.65	\$1,110
Mezzanine	1,065	\$0.35	\$370
Suite 403	1,300	\$0.65	\$845

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

Lessee, Big Y Fly Co., Inc

Lessor, Port of Hood River

By: _____
Cameron Larsen
President
Date _____

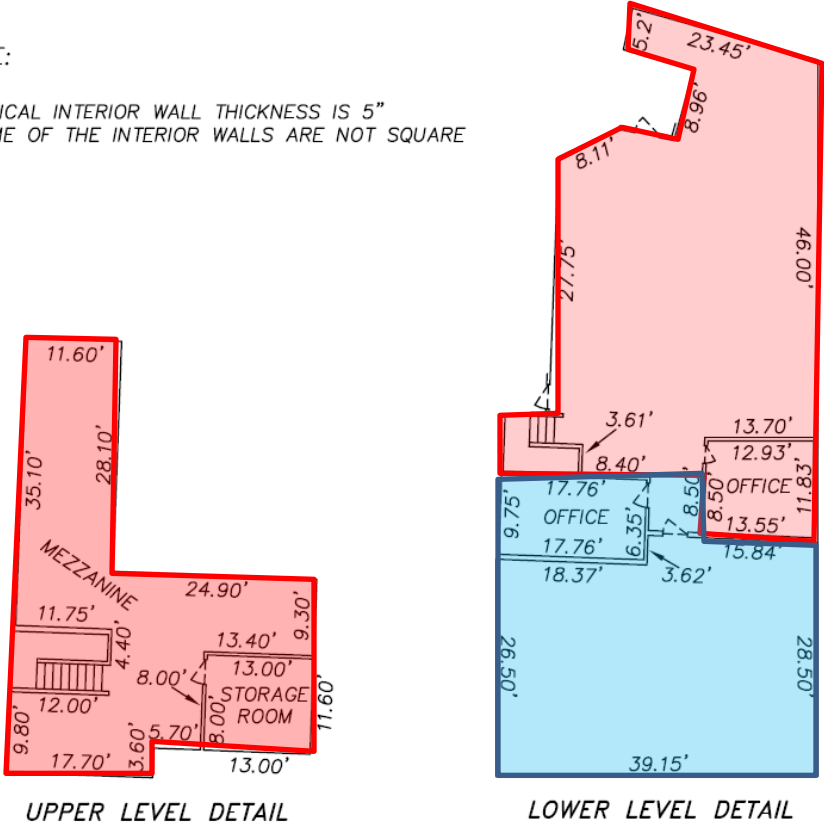
By: _____
Michael S. McElwee
Executive Director
Date _____

Exhibit A
Suite 403 and 404
4,074 sf

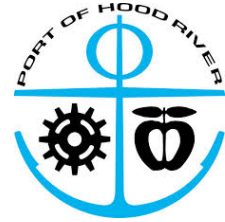
TERRA SURVEYING
LEASE MAP
FOR
PORTION OF "BIG 7" BUILDING

NOTE:

- * TYPICAL INTERIOR WALL THICKNESS IS 5"
- * SOME OF THE INTERIOR WALLS ARE NOT SQUARE



Commission Memo



Prepared by: Anne Medenbach
Date: June 16, 2015
Re: Pfriem- Lease Amendment #1

On February 3rd, 2015, the Commission approved a new lease with pFriem Brewing Company LLC. This lease included a number of new terms and incorporated two old notes and took over the adjacent Suite 103.

The new request was that pFriem would like to delay payment on suite 103 for 6 months. They agreed to amortize that delayed rent over the 7 year term at 5% interest. That additional rental amount would be payable as additional rent on a monthly basis.

The Commission approved the lease and this change on February 3rd. This is how the Port has been billing the rent and how pFriem has been paying it. However, the above clause did not make it into the final lease agreement. Hence, there is a need for an amendment to the lease to incorporate this previously agreed upon language.

RECOMMENDATION: Approve Lease Amendment #1 with pFriem Brewing Company, LLC.

FIRST AMMENDMENT TO LEASE

Whereas: On February 4, 2015, Port of Hood River, an Oregon municipal corporation, as Lessor, and Pfriem Brewing Company, LLC, an Oregon limited liability company, as Lessee, entered a Lease of premises known as Tenant Space 101, 102 and 103 in the Halyard Building and an adjacent patio located 707 Portway Avenue, Hood River, Oregon ("Lease"); and,

Whereas, on February 4, 2015 the Port of Hood River Board of Commissioners approved the request of Lessee to delay payment of rental for Suite 103 for 6 months and to amortize the rent payable for Suite 103 from August 1, 2015 through January 31, 2022, including interest at 5% per annum; ,

Therefore, the parties agree as follows:

The rental rate/amount box in Section 5 of the Lease shall be replaced with the following rental rate/amount boxes:

Rent Schedule 1: February 4, 2015 through July 31, 2015

Suite #	Square footage	Rate	rental amount
101	4774	\$0.88	\$ 4,201.00
102	4463	\$0.88	\$ 3,927.00
103	4857	delayed	delayed
Patio	672	\$0.22	\$ 148.00

Rent Shedule 2: August 1, 2015 through January 31, 2022

Suite #	Square footage	Rate	rental amount
101	4774	\$0.90	\$ 4,296.60
102	4463	\$0.90	\$ 4,016.70
103	4857	\$0.95	\$ 4,614.15
Patio	672	\$0.22	\$ 148.00

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

Lessee, Pfriem Brewing Company, LLC

Lessor, Port of Hood River

By: _____
Kenneth Stephen Whiteman
General Manager
Date _____

By: _____
Michael S. McElwee
Executive Director
Date _____

Commission Memo



Prepared by: Michael McElwee
Date: June 16, 2015
Re: Disposition & Development Agreement with Sheppards

Negotiations on a final draft Disposition & Development Agreement (DDA) with C.M. and W.O Sheppard, Inc. (Sheppard's) are complete. The DDA (attached) is based substantially on the Memorandum of Understanding. The DDA now requires Commission consideration of approval.

The DDA would enable construction of an approximately 23,000 g.s.f. light industrial building for assembly/repair/sales of agriculture machine products. 1,100 s.f. is potential leased space. Negotiations have been conducted under the terms of a Memorandum of Understanding approved by the Commission on October 3, 2014.

Key terms of the proposed DDA are summarized as follows:

Site: 1.93 acres Located at North 2nd St. & Riverside Ave.

Purchase Price: \$689,374. Payment shall be cash at closing with credit for a \$10,000 Buyer deposit. The purchase price will be reduced by ½ cost the of a waterline re-location not to exceed \$40,000.

Conditions Precedent to Closing:

- City agrees to water line re-location
- Buyer obtains financing
- City issues all land use approvals
- Buyer obtains building permit
- Port approves plans
- Buyer and Port enter into an Open Space Maintenance Agreement
- Buyer provides a jobs plan satisfactory to the Port
- Buyer provides a corporate guaranty

Schedule:

- DDA Approval- June 16, 2015 (subject to Commission action)
- Closing - November 5, 2015
- Construction Start- February 1, 2016
- Substantial Completion- October 2016

Final Termination Date: November 15, 2015

Default Remedy (Pre-Conveyance): Port terminates agreement, collects deposit.

Default Remedy (Post-Conveyance): Port may re-purchase property plus 75% of any hard construction costs expended by Buyer less property taxes, etc., any indebtedness/claims and 5-10% of purchase price depending on construction status.

Port Future Rights: First Offer w/ 60-days good faith negotiations (does not apply to closely-held sales).

Over the past several months, Sheppards has been very proactive and completed a number of due diligence & pre-development tasks including: 100% Design Development Drawings, 30% construction drawings, Traffic Impact Letter and ODOT concurrence letter, Environmental (Level 1) Assessment, project cost estimates, Land Use Approval by City of Hood River and City Review of Water Line Re-location and Cost Estimates. Sheppard's has assembled a project team and obtained pricing for general contractors.

The DDA is the instrument by which the Port sells public property for a specific purpose under terms that must be met prior to transfer of title. The entire DDA is a public document and it allows the public to review and understand all aspects of the transaction.

If the DDA is not approved on June 16, 2015 the period defined in the MOU for exclusive negotiations will need to be extended as it terminates on June 25, 2015.

RECOMMENDATION: Approve Disposition and Development Agreement with C.M. and W.O Sheppard, Inc. for the sale of 1.93 acres of Port property located at 2nd Street & Riverside Avenue subject to legal counsel review.

**AGREEMENT FOR DISPOSITION
OF PROPERTY FOR DEVELOPMENT
PORT OF HOOD RIVER TO C.M. & W.O SHEPPARD, INC.**

This **AGREEMENT FOR DISPOSITION OF PROPERTY FOR DEVELOPMENT** (this "Agreement") is made as of _____, 2015 ("Effective Date") by the **PORT OF HOOD RIVER**, a municipal corporation ("Port") and **C.M. & W.O SHEPPARD, INC.**, an Oregon domestic corporation ("Buyer"). Port and Buyer are referred to jointly in this Agreement as "Parties" and individually as a "Party."

RECITALS

1. Port is responsible for creating and carrying out economic development objectives and programs of the State of Oregon under the authority of ORS Chapter 777 and is the owner of real property on the Hood River Waterfront generally described as the Waterfront Business Park.
2. Buyer is interested in purchasing certain real property in the City of Hood River, Oregon commonly known as Tax Lot 120 and Tax Lot 132, legally described and depicted in Exhibit A (the "Property").
3. The Property is located outside the Waterfront Business Park subdivision. However, the parties seek a development of the Property which is consistent with the development standards required with the Waterfront Business Park subdivision.
4. The Port Commission has determined that the Buyer's plans and objectives are consistent with the Port's Waterfront Development Strategy, and that implementing the Buyer's plans will facilitate area economic development, the creation of quality jobs and implementation of a high quality commercial project adjacent to the Waterfront Business Park. The Parties are now prepared to enter into a definitive agreement for Buyer to undertake acquisition of the Property to develop and operate the Project.
5. The completion of the Project according to the terms of this Agreement, including the Scope of Development, the Jobs Plan and Schedule of Performance, is a material inducement to Port's sale of the Property to Buyer.
6. Port finds that Buyer's use of the Property pursuant to this Agreement, will help achieve the community and Port goals for, among others, job creation and high quality development consistent with the Waterfront Development Strategy. The Port further finds that the Property is not needed for public use.

AGREEMENT

This Agreement shall incorporate by this reference, the Recitals, the Definitions and all Exhibits hereto. The Parties, in consideration of the premises and the agreements set forth herein and for other valuable consideration the receipt and adequacy of which are hereby acknowledged, covenant and agree as follows:

PORT OF HOOD RIVER/C.M. & W.O. SHEPPARD, INC.
DDA – **FINAL**– 06/16/2015

1. DEFINITIONS

1.1 Definitions. Words that are capitalized, and which are not the first word of a sentence, are defined terms. A defined term has the meaning given it when it is first defined in this Agreement. Some defined terms are first defined in the text of this Agreement, and some are first defined in Exhibit B, which is a glossary of all defined terms. Defined terms may be used together and the combined defined term has the meaning of the combined defined terms. A defined term that is a noun may be used in its verb or adjective form and vice-versa. If there is any difference between the definition of a defined term in the text of this Agreement and the definition of that term in Exhibit B, the definition in the text controls. Defined terms may be used in the singular or the plural.

2. GENERAL TERMS OF CONVEYANCE

2.1 Conveyance of Property. Upon satisfaction of the Conditions Precedent to Conveyance in Section 2.7 hereof, the Port will convey the Property to Buyer pursuant to a Special Warranty Deed in substantially the form attached hereto as Exhibit C. The Closing shall occur in an escrow closing at the office of the Escrow Agent not later than the date set forth in the Schedule of Performance attached hereto as Exhibit D unless the Parties agree to a later date.

2.2 Buyer Deposit. Within twenty-one (21) days after the Effective Date, Buyer will deposit into Escrow the sum of Ten Thousand and no/100 Dollars (\$10,000.00) as a deposit to secure the Buyer's obligation to purchase the Property ("Buyer Deposit"). If the Parties Close the purchase, the Buyer Deposit will be credited to the Purchase Price. If the Parties do not Close the purchase for any reason other than Buyer's default under this Agreement, the Escrow Agent will return the Buyer Deposit to the Buyer. If the parties do not Close the purchase due to the Buyer's default, then the Escrow Agent will pay the Buyer Deposit to the Port as full compensation and liquidated damages for the Port's costs incurred in pursuing the conveyance of the Property to the Buyer, and for holding the Property off the market through the scheduled Closing Date, which shall be the Port's sole and exclusive pre-closing remedy.

2.3 Purchase Price. The Purchase Price for the Property is \$8.20 per square foot. The parties agree that a survey of the Property completed by the Port shows that the Property consists of 84,070 square feet. The square footage conveyed may be adjusted prior to Closing by agreement of the parties causing a commensurate adjustment of the total Purchase Price.

2.4 Payment. Buyer will pay the Purchase Price in cash at Closing, with credit for the Buyer Deposit.

2.5 Title Review.

2.5.1 Within fifteen (15) days after the Effective Date, the Port will deliver to Buyer a preliminary title report for the Property from the Escrow Agent (the "Title Report") together with copies of all documents listed as title exceptions as provided by the Escrow Agent. Within twenty (20) days following its receipt of the Title Report, Buyer shall object to any exceptions to title by giving written notice to the Port. Within ten (10) days of Buyer's written notice to the Port described in the preceding sentence, the Port shall notify Buyer in writing of its intention to remove or not remove the objectionable exceptions to title prior to Closing. If the Port notifies

PORT OF HOOD RIVER/C.M. & W.O. SHEPPARD, INC.
DDA – **FINAL**– 06/16/2015

the Buyer of its intention to remove some or all of the objected to exceptions, Port shall do so at or before Closing. If the Port notifies the Buyer of its intention to not remove some or all of the objected to exceptions, Buyer may terminate this Agreement by giving the Port notice of termination within five (5) days after the receipt of the Port's notice given pursuant to this sentence, or Buyer may proceed to close subject to same. If Buyer does not give notice of termination pursuant to this subsection 2.5.1, Buyer shall close subject to the objected to exceptions.

2.5.2 Port covenants and agrees that it shall not further encumber the Property (other than those exceptions appearing on the Title Report on the date provided to Buyer) without the written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer may obtain an update to the Title Report at any time prior to the Closing and Buyer shall promptly provide Port with a copy of any such updated Title Report. Within twenty (20) days following its receipt of the updated Title Report, Buyer shall object to Port in writing to any exceptions to title. Within ten (10) days after Buyer's written notice to Port described in the preceding sentence, Port shall notify Buyer in writing of its intention to remove or not remove the objectionable exceptions to title prior to Closing. If the Port notifies the Buyer of its intention to not remove some or all of the objected to exceptions, Buyer may terminate this Agreement by giving the Port notice of termination within five days after the receipt of the Port's notice given pursuant to this sentence, or Buyer may proceed to close subject to same. If Buyer does not give notice of termination pursuant to this subsection 2.4.2, Buyer shall close subject to the objected to exceptions.

Any exceptions to which Buyer does not timely object in writing, or otherwise accepts at Closing, are the "Final Permitted Exceptions."

2.6 Title Insurance, Survey, Property Taxes and Closing Costs.

2.6.1 The Port, at its expense, shall provide Buyer with a standard coverage ALTA Owner's Policy of Title Insurance, issued by Escrow Agent, covering the Property insuring Buyer in the amount of the Purchase Price, all free and clear of encumbrances except the standard exceptions and the Final Permitted Exceptions. Buyer, at its option and its expense, may elect to obtain extended coverage under such policies of title insurance and any endorsements to the policy that Buyer desires, and the Port agrees to execute any affidavits or other documents required by the Escrow Agent to enable Buyer to obtain such coverage, provided there is no Port expense to do so.

2.6.2 Buyer will pay the costs for recording a Memorandum of this Agreement, the Deed and any other documents required by Buyer to be recorded other than documents required to be recorded for purposes of curing title matters objected to by Buyer or which are otherwise required to be recorded pursuant to this Agreement in order to deliver title to the Property to Buyer in the condition required under this Agreement ("Curative Recording"). Port shall pay the costs of any Curative Recording.

2.6.3 The Port will make reasonable efforts to satisfy the condition set forth in Section 2.7.1(a)(iii) below with respect to the Encroachment (as defined in Section 2.7.1(a)(iii)).

2.6.4 Each of the Buyer and the Port shall pay one-half (1/2) of any escrow fees charged by Escrow Agent. In addition, Buyer shall be obligated to pay all property taxes assessed with respect to the period from and after the Closing Date. Any assessments on the Property shall be prorated as of the Closing Date, except that the Port shall be obligated to pay installments due through the Closing Date for any assessments that may be paid in installments, and Buyer shall be responsible for installment payments due after the Closing Date. All other Closing costs, if any, shall be allocated in accordance with the customary practice in Hood River County.

2.7 Conditions Precedent to Conveyance.

2.7.1 Conditions.

Buyer and the Port are not obligated to Close unless the following conditions are satisfied to the reasonable satisfaction of the benefited Party. The Party benefited by a particular condition shall not unreasonably withhold, condition or delay acknowledgment that the condition has been satisfied. The Parties shall act diligently and in good faith to satisfy conditions over which they have control or influence.

(a) Buyer. Buyer is not obligated to purchase the Property until, to Buyer's satisfaction:

(i) Port shall have provided to Buyer a title insurance commitment evidencing the willingness of a title insurance company to insure the Property in accordance with Section 2.6.1 above, subject only to the standard exceptions and the Final Permitted Exceptions;

(ii) Buyer shall, in its sole discretion, have approved of the environmental condition of the Property;

(iii) Port shall have removed or caused the removal of the encroachment of the chain link fence currently encroaching onto the Property from the neighboring property to the north, as shown on Exhibit K attached hereto (the "Encroachment");

(iv) The City shall have irrevocably agreed to the relocation of the water line and vacation of the Water Line Easement as provided in Section 3.1 below subject to conditions and terms satisfactory to Buyer in Buyer's sole discretion;

(v) Buyer has obtained a commitment(s) of the private equity and/or private or commercial financing sources to provide construction and permanent financing in an amount sufficient to allow Buyer to purchase and develop the Property according to the Scope of Development;

(vi) The City has given all land use approvals for the Project, the appeal period for such approvals has passed without an appeal being filed; or, if an appeal has been filed, it has been satisfactorily resolved;

(vii) The Port has approved Final Construction Drawings for the Project pursuant to the process and criteria described in Section 5.4 below;

(viii) The City has issued building permits for the Project;

PORT OF HOOD RIVER/C.M. & W.O. SHEPPARD, INC.
DDA – **FINAL**– 06/16/2015

(ix) The Port and the Buyer shall have entered into, or be prepared at Closing to enter into an Open Space Assessment Agreement substantially in the form attached hereto as Exhibit E;

(x) The Port and the Buyer have agreed to the final form of the Deed (Exhibit C);

(xi) The Port has maintained the necessary financial and human resources anticipated for the Port to complete any tasks that are the responsibility of the Port under this Agreement; and

(xii) No litigation is pending which prevents the Port or Buyer from performing their respective obligations under this Agreement.

(b) Port. Port is not obligated to sell the Property until, to Port's satisfaction:

(i) Buyer delivers to the Port a statement of the commitment of private equity and financing sources to provide funding in an amount sufficient to allow Buyer to purchase and develop the Property, which commitment is approved by the Port;

(ii) The City has given all land use approvals for the Project, the appeal period for such approvals has passed without an appeal being filed; or, if an appeal has been filed, it has been satisfactorily resolved;

(iii) The Port has approved Final Construction Drawings for the Project pursuant to the process and criteria described in Section 5.4 below;

(iv) Buyer has provided, and Port has approved, a Development Program for the Project which shall include a written and numeric description of anticipated building uses and associated floor areas in the completed Project satisfactory to the Port;

(v) Buyer has provided, and Port has approved, a Jobs Plan for the Project including a description of the number, description and wage rates of expected jobs in the Project in order to achieve the Port's minimum job density goal of one job for every 1,000 square feet of building improvements;

(vi) Buyer has obtained building permits for the Project;

(vii) Buyer is a duly organized, existing Oregon corporation or other lawful entity existing in good standing under the laws of its state of formation and authorized to do business in Oregon and has full authority to enter into and perform the obligations of this Agreement;

(viii) If Buyer at Closing is not C.M. & W.O. Sheppard, Inc., C.M. & W.O. Sheppard, Inc. shall have executed a corporate guaranty as security for the substantial completion of the Project construction, on terms acceptable to the Port.

(ix) The Port and the Buyer shall have entered into, or be prepared to enter into at Closing, the Open Space Assessment Agreement on terms acceptable to Port;

(x) The Port and the Buyer have agreed to the final form of the Deed (Exhibit C);

(xi) The Buyer has maintained the necessary financial and human resources anticipated for the Buyer to complete the Project; and

(xii) No litigation is pending which prevents Port or Buyer from performing their respective obligations under this Agreement.

2.7.2 Elections upon Non-Occurrence of Conditions. Except as provided below, if any condition in Section 2.7.1 is not fulfilled to the satisfaction of the benefited Party or Parties on the earlier of (i) the date designated for satisfaction of the condition, or (ii) on the date scheduled for Closing in the Schedule of Performance, subject to any extension that may be granted pursuant to this Section 2.7.2, then such benefited Party or Parties may elect to:

(a) Terminate this Agreement, which termination shall become effective sixty (60) days after the notice of termination is sent ("Termination Date") unless, before the sixty (60) day period ends, the other Party fulfills such condition or conditions to the reasonable satisfaction of the benefited Party or Parties; or

(b) Waive in writing the benefit of that condition precedent to its obligation to perform under this Agreement, and proceed in accordance with the terms hereof; or

(c) Extend the Termination Date by which the applicable condition may be satisfied, but only if the other Party agrees in writing to the extension.

2.7.3 Final Termination Date.

(a) If all of the conditions precedent under Section 2.7.1. have not been satisfied, waived or otherwise resolved pursuant to this Agreement on or before December 1, 2015 then this Agreement shall automatically terminate on January 1, 2016 ("Final Termination Date"), unless the date for satisfying the unsatisfied condition(s) is extended by agreement of the Parties prior to the Final Termination Date, or unless the failure of satisfaction of the conditions precedent is the result of an unavoidable delay, as described in Section 9.9 below (Unavoidable Delay).

(b) If the Final Termination Date is extended for a period of Unavoidable Delay, the maximum period of Unavoidable Delay shall be no longer than 180 days, unless the cause of Unavoidable Delay is the other Party's breach or default.

(c) If the Agreement is terminated for failure of satisfaction of the conditions precedent, without breach by the Buyer, then the obligations of the Parties to each other under this Agreement shall terminate, and the Escrow Agent shall deliver the Buyer Deposit to the Buyer. If the Agreement is terminated for failure of satisfaction of the conditions precedent due to breach by the Buyer, then the obligations of the Parties to each other under this Agreement shall terminate, and the Escrow Agent shall deliver the Buyer

Deposit to the Port as full compensation and liquidated damages for the Port's costs incurred in pursuing the conveyance of the Property to the Buyer, and for holding the Property off the market through the scheduled Closing Date, which shall be the Port's sole and exclusive remedy. Neither the Port nor the Buyer shall have any other recourse against the other for failure of satisfaction of the conditions precedent without breach by the Port.

2.8 Port Representations and Warranties.

Port represents and warrants that:

2.8.1 The Port is not a foreign person within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

2.8.2 The Port has full power and authority to enter into and perform this Agreement in accordance with its terms, and the Port has taken all requisite entity action in connection with the execution of this Agreement.

2.8.3 No representation, warranty or statement of the Port in this Agreement or any of the exhibits attached contains any untrue statement of a material fact or, to the Port's knowledge, omits a material fact necessary to make the statements of facts contained herein not misleading.

2.8.4 As of the date hereof there are no breaches by the Port under this Agreement or events that with the passage of time would constitute a breach of the Port under this Agreement.

2.8.5 To the Port's knowledge, the Port has received no notice from any municipal, state or federal governmental authority ("Authority") that the Property is in violation of any Environmental Laws, or subject to any existing, pending, or threatened investigation or inquiry by any Authority or of any remedial obligations under, any Environmental Law or other applicable laws, statutes, regulations, rules, ordinances, codes, permits or orders of any governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and their political subdivisions and all applicable judicial, administrative and regulatory decrees and judgments pertaining to the protection of health or safety or the environment.

2.8.6 Except as specifically disclosed by the Port to Buyer in a writing for such purpose, the Port has no knowledge of and has received no notice of any Release of any Hazardous Substances on or affecting the Property.

2.8.7 Prior to the Closing Date, the Port shall notify Buyer of any material change in the Port's representations and warranties or in any information furnished to Buyer pursuant to this Agreement from the date hereof to the Closing Date. After such notification, Buyer shall have thirty (30) days to give the Port notice of termination of the Agreement based on the material change stated in the Port's notice, with a termination date not less than ten (10) days after the date of the Buyer notice, and if the Agreement is thereafter terminated, the Escrow Agent shall pay the Buyer Deposit to the Buyer. If Buyer does not provide the notice of termination pursuant to this subsection, then the transaction shall proceed to Closing.

2.8.8 The Property is not subject to any leases which will survive Closing.

2.8.9 To the Port's knowledge, there is no litigation, action, suit, or any condemnation, environmental, zoning, or other government proceeding pending or threatened, which may affect the Property, Port's ability to perform its obligations under this Agreement, or Buyer's ability to develop the Project according to all applicable laws, ordinances, rules and regulations.

2.8.10 "Port's knowledge" shall mean the actual knowledge of the Port's Executive Director, Michael McElwee, or his successor, without duty of investigation or inquiry.

2.9 Buyer Representations and Warranties.

Buyer represents and warrants that:

2.9.1 Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms, and Buyer has taken all requisite entity action in connection with the execution of this Agreement and the transactions contemplated hereby.

2.9.2 No representation, warranty or statement of Buyer in this Agreement or any of the exhibits attached contains any untrue statement of a material fact or, to the Buyer's knowledge, omits a material fact necessary to make the statements of facts contained herein not misleading.

2.9.3 As of the date hereof there are no breaches by Buyer under this Agreement or events that with the passage of time would constitute a breach of Buyer under this Agreement.

2.9.4 Except for Buyer's representations and warranties expressly set forth in this Agreement, Buyer enters into this Agreement without reliance upon any verbal representation of any kind by Port, its employees, agents or consultants regarding any aspect of the site, the Project, its feasibility, financing or compliance with any governmental regulation.

2.9.5 "Buyer's knowledge" shall mean the actual knowledge of Ben Sheppard, without duty of investigation or inquiry.

2.9.6 Buyer's and Port's representations and warranties in Sections 2.8 and 2.9 above are given as of the Effective Date and shall be deemed remade on the Closing Date.

3. PUBLIC IMPROVEMENTS AND INFRASTRUCTURE

3.1 No Utility Service Representations. Notwithstanding the representations of Section 2.8 above, except as provided below in this Section 3.1, Buyer will determine for its own benefit that public and private utilities are available to the Property with sufficient capacity to serve the Project, and that any utilities located within the Property are acceptable or shall be removed by Buyer, at Buyer's expense. Notwithstanding the foregoing, Buyer and the Port acknowledge and agree that the 15 foot water line easement that approximately bisects the property running in a north-south direction (the "water line

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easement") will be extinguished as a condition of Closing and will be relocated from the Property to the public right-of-way, generally as shown on the attached Exhibit L. Buyer shall be responsible for such relocation in compliance with City requirements, but the Port agrees to credit Forty Thousand and no/100 dollars (\$40,000.00) to the Buyer at Closing as a share of the cost of relocation, which shall be deducted from the Purchase Price at Closing. At completion of the relocation, the Buyer will provide to the Port a statement of the actual final cost of the relocation, with such documentation of the costs as the Port reasonably requests. If the actual cost of relocation is less than \$80,000.00, the Buyer shall reimburse the Port, in cash, one half of the difference between \$80,000.00 and the actual cost. The Port and Buyer agree to cooperate and to exercise good faith efforts to facilitate such extinguishing and relocation.

3.2 Subsurface, Surface and Building Conditions. Except for the representations of Section 2.8 above and the terms of this Section 3, the Property shall be conveyed to Buyer "AS IS". Port makes no warranties or representations as to the suitability of the soil conditions or any other conditions of the Property or structures thereon for any improvements to be constructed by the Buyer, and Buyer warrants that it has not relied on any representations or warranties outside this Agreement, made by Port as to the environmental condition of the Property, the suitability of the soil conditions or any of the conditions of the Property for any improvements to be constructed by the Buyer. Buyer agrees that absent breach of this Agreement or a representation and warranty by the Port, the Port will not be liable for any loss, cost or damage which may be caused or incurred by Buyer by reason of any such soil or physical conditions on the Property. Port hereby allows Buyer free access to Port's records with respect to conditions of the soils and agrees to assist in obtaining the cooperation of other public and private agencies having such information.

4. ECONOMIC DEVELOPMENT – JOB CREATION/JOB DENSITY

Buyer acknowledges that the Port requires a minimum job density of one job for each 1,000 square feet of building improvement built on the Property. As part of the submission of the Project site plan for review by the Port pursuant to this Agreement, Buyer shall provide the Jobs Plan to the Port. As the Project proceeds, Buyer will update the Jobs Plan to include more detail as available and any changes.

5. DEVELOPMENT

5.1 Project Scope of Development. Buyer has identified the preliminary Scope of Development for the Project as shown in Exhibit F attached hereto. The Conceptual Plans for the Project and a Preliminary Project Budget are included in the Scope of Development. As design of the Project proceeds pursuant to Section 5.4 below, Buyer will update the Scope of Development to reflect the revisions made pursuant to the Design Guidelines review process to the Scope of Development. The revised and refined Scope of Development is subject to Port approval by the Port, in the Port's sole discretion, and the amended Scope, upon Port approval, will be deemed to replace the Scope of Development attached as Exhibit E.

5.2 Project Schedule. Buyer has prepared and Port has approved the Project Schedule attached hereto as Exhibit D. The Parties may amend by mutual agreement the Schedule as required to accommodate changed conditions, or otherwise. If an action on the Schedule is dependent on occurrence of an earlier action on the Schedule, the extension of the date to complete the earlier action shall automatically extend the date for completion of

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the dependent action. Either Party may, at any time, propose an integrated Schedule to reflect revisions earlier approved. The other Party shall approve or disapprove of the restated Schedule within ten (10) days after receipt from the proposing Party, provided however, that a Party may only disapprove a restated Schedule if the restated Schedule has errors of calculation or is otherwise factually incorrect. Any approved revised Schedule, upon Port approval, will be deemed to replace the Schedule attached as Exhibit D. To the extent that the Parties agree upon changes to the Schedule that would impact the ability of the Parties to meet the Final Termination Date set forth in Section 2.7.3, the Final Termination Date shall be deemed extended accordingly.

5.3 Financing. Buyer will obtain all private equity and/or private or commercial construction and permanent financing necessary to acquire the Property and complete construction of the Project. Buyer will arrange all financing at its sole cost and expense. Not later than fifteen (15) business days before the date scheduled for Closing, Buyer will provide to the Port evidence of the financing agreements necessary to complete the acquisition and the Project. The Port will review the financing agreements for consistency with the terms of this Agreement. The Port will notify the Buyer of any objections to or questions about terms of the financing agreements within ten (10) business days of receipt of the financing agreements by the Port. Buyer will respond to any Port objections or questions from the Port within five (5) business days of Buyer's receipt of the Port's notice, for the Port to determine if Buyer's financing is acceptable.

5.4 Plans, Drawings and Port Review.

5.4.1 Design Guideline Process. Buyer will diligently pursue the design work necessary to construct the Project. Notwithstanding that the Property is located outside the Waterfront Business Park subdivision, Port and Buyer will engage in the process for design review described in the Waterfront Business Park Design Guidelines, revised by the Port Commission July 21, 2010 attached hereto as Exhibit G ("Design Guidelines"). Buyer will submit the initial Site Plan for Port review not later than the date required in the Project Schedule, and the Parties will thereafter cooperate to produce acceptable plans for the Project. The Port shall have the right to approve or disapprove the plans submitted by Buyer during the Design Guidelines process in the Port's sole discretion.

5.4.2 Design Guideline Review Criteria. Port will apply the criteria in Sections III and IV of the Design Guidelines in reviewing the Buyer's plans. As provided in the Design Guidelines, Buyer may not apply for City Site Plan review or for City building permits until Port has approved the Plans to be submitted.

5.4.3 Changes in Approved Drawings. If Buyer wants to change any Drawings after approval by Port, Buyer shall submit the proposed changes to Port for approval. Buyer acknowledges that it may be required to secure separate City approval of such changes. Port shall assist Buyer throughout City design review and any land use process of the appropriate agencies, to obtain approval for Port approved plans submitted by the Buyer, but Port does not represent or warrant that its assistance will guarantee approval. Port shall not incur any costs related to providing such assistance.

5.5 Diligent Completion

Subject to the terms and conditions of this Agreement, after Closing, Buyer will complete the Project through the construction of improvements on the Property in substantial conformance with, and without any material deviation from, the Final Construction Drawings, and in compliance with the Schedule of Performance, subject to Unavoidable Delay as provided in Section 9.9. Buyer agrees to keep Port informed of its progress with respect to development of the Project during construction, with periodic reports to be issued no less frequently than once a month until the City issues a final Certificate of Occupancy for the Project. Such update reports may be made via email correspondence to Michael McElwee or his successor.

5.6 Project Team

The Buyer has notified the Port of the names and contact information for the Buyer's architect, structural engineer, general contractor, and project manager, and other key Buyer team members ("Project Team"). These persons/firms are listed on Exhibit H. Buyer will notify Port of any changes to the Project Team. Port may contact any member of the Project Team directly to obtain information about the Project at any time. Each Project Team member is authorized by this Agreement to provide Port with any Project information requested by Port if Buyer is authorized to release such information, provided Port's request does not result in charges for providing the information, or if the Project Team member intends to charge for providing the information that Port agrees in advance with the Project Team member to pay such charges. Notwithstanding the foregoing, in no event shall any attorney have the right or obligation under this Section 5.6 to breach attorney-client privilege.

5.7 Port Role in Construction Approval Process. Port will upon Buyer's request, assist Buyer in obtaining the City approvals necessary to commence construction and complete the Project as proposed in this Agreement. The Parties understand and agree that Port cannot guarantee such approvals, but Port shall use its best efforts in working with the City and any other parties necessary to accomplish the Project.

5.8 Inspection and Property Access.

5.8.1 Before Conveyance of Property. Before conveying the Property to Buyer, and pursuant to a written Permit of Entry in the form attached hereto as Exhibit J, the Port shall allow Buyer and Buyer's employees, agents and consultants to enter upon the Property at all reasonable times whenever and to the extent necessary to carry out the purposes of this Agreement.

5.8.2 After Conveyance of Property. After conveying the Property to Buyer during construction of the Project, and until a final Certificate of Occupancy is issued, Buyer's work shall, upon reasonable notice, be accessible at all reasonable times for inspection by representatives of the Port. Port agrees not to interfere with the work occurring on the Property. In the event that Port or its representatives enter the Property pursuant to this Section 5.8.2, they shall do so at their own risk and shall comply with all construction site rules established by Buyer and Buyer's contractors. In addition, Port shall not be entitled to indemnification for any losses, liability or injury arising in connection with entry to the Property pursuant to this Section 5.8.2, except to the extent the same arises out of the gross negligence or willful misconduct of Buyer.

5.9 Liens. Buyer agrees that in the event any statutory lien shall be filed against the Property prior to the City's issuance of a final Certificate of Occupancy for the Project by reason of labor, services, or materials supplied to or at the request of Buyer or pursuant to any construction in the Project, it shall pay and discharge the same of record within thirty (30) days after the filing thereof, subject also to the provisions of the following sentence. Buyer shall have the right to contest the validity, amount or applicability of any such respective liens by appropriate legal proceedings, and so long as it shall furnish bond or indemnity as hereinafter provided, and be prosecuting such contest in good faith, the requirement that it pay and discharge such items within said thirty (30) day period shall not be applicable, provided, however, that in any event, Buyer shall within thirty (30) days after the filing thereof, bond in accordance with applicable laws, or in the alternative indemnify against such liens in amount and form satisfactory to induce the Escrow Agent to insure over such liens or to reissue or update its existing policy, binder or commitment without showing any title exception by reason of such liens and, further, the Buyer shall indemnify and save harmless the Port from all loss, damage, liability, expense or claim whatsoever (including attorneys' fees and other costs of defending against the foregoing) resulting from the assertion of any such liens. In the event such legal proceedings shall be finally concluded (so that no further appeal may be taken) adversely to the Buyer, Buyer shall within five (5) days thereafter cause the lien(s) to be discharged of record.

6. ENVIRONMENTAL MATTERS

6.1 Indemnification. Buyer shall comply with all Environmental Laws with respect to its construction, business and the operation of the Project from and after the date of Conveyance, except for matters caused in whole or in part by the act or failure to act of the Port or its employees, agents, contractors, or invitees. Buyer shall defend, indemnify and hold harmless the Port, its successors and assigns, against any and all damages, claims, losses, liabilities and expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses which may be imposed on or incurred by the Port or asserted against the Port, and its successors or assigns, by any other party or parties, including, without limitation, a governmental entity, to the extent arising out of a violation of Environmental Laws by Buyer. The indemnity set forth in this Section 6.1 shall survive the issuance of the final Certificate of Occupancy.

6.2 Contribution. The foregoing indemnity does not limit any rights of contribution that the Parties may have against others under applicable law or agreement. The indemnity is intended only as an allocation of responsibility between the Parties to this Agreement.

7. ASSIGNMENT PROVISIONS

7.1 No Assignment. Unless approved by the express written consent of Port, no assignments of interest in this Agreement shall be permitted, or transfer of the Property shall be permitted until after the City has issued a final Certificate of Occupancy ("CO") for the Project. Prior to issuance of the CO for the Project, the Port may condition its approval of a transfer or assignment as Port finds necessary in its sole discretion.

7.2 Permitted Assignment or Transfer. Notwithstanding Section 7.1, "assignment or transfer" shall not include:

7.2.1 Assignment or transfer to an Affiliate;

7.2.2 Any Mortgage(s) which Buyer may cause to attach to the Property; or

7.2.3 The use of a third party accommodator to effect a tax deferred exchange in connection with acquisition of the Property pursuant to IRC §1031.

Any assignment or transfer permitted by this Section 7.2 shall not operate to relieve the Buyer of the Buyer obligations under this Agreement.

8. PERMITTED MORTGAGES

8.1 Mortgagee Protection Provisions.

8.1.1 **Effect of Revesting on Mortgages.** Any repurchase of the Property by the Port pursuant to Section 9.4. shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way the rights of a Mortgagee.

8.1.2 **Mortgagee Not Obligated To Construct.** Notwithstanding any of the provisions of the Agreement, except those which are covenants running with the Property and set forth in the Deed, a Mortgagee or its designee for purposes of acquiring title at foreclosure shall in no way be obligated by the provisions of this Agreement to undertake or complete the improvements on the Property or to guarantee such completion, provided, however that nothing in this Agreement shall be deemed or construed to permit or authorize any such Mortgagee to devote the Property or any part thereof to any uses, or to construct any improvements thereon other than those uses or improvements provided or permitted in this Agreement.

8.1.3 **Copy of Notice of Default to Mortgagee.** If Port delivers any notice or demand to Buyer with respect to any breach of or default by Buyer in its obligations or covenants under this Agreement, Port shall at the same time send a copy of such notice or demand to each Mortgagee of which the Buyer has given the Port written notice and provided an address, at the last address of such Mortgagee shown in the records of Port.

8.1.4 **Mortgagee's Options to Cure Defaults.** After any Buyer default in, or breach of this Agreement where Buyer fails to cure or remedy said breach, each Mortgagee may, at its option, cure or remedy such breach or default within thirty (30) days after passage of the latest date for Buyer's cure of the breach or default, and if permitted by its loan documents, to add the cost thereof to the Mortgage debt and the lien of its Mortgage. If the breach or default is with respect to construction of the improvements, nothing contained in this Agreement shall be deemed to prohibit such Mortgagee, either before or after foreclosure or action in lieu thereof, from undertaking or continuing the construction or completion of the improvements, provided that the Mortgagee notifies Port in writing of its intention to complete the Project according to the approved Final Construction Drawings.

8.1.5 **Amendments Requested by Mortgagee.** Port shall execute amendments to this Agreement or separate agreements to the extent reasonably requested by a Mortgagee proposing to make a loan to Buyer secured by a security interest in all or any part of the Property and/or the Project, provided that such proposed amendments or other agreements do not materially and adversely affect the rights of Port or its interest in the Property.

9. DEFAULT; REMEDIES

9.1 Default and Cure.

9.1.1 **Default by Buyer.** A default shall occur if Buyer breaches any material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Buyer receives written notice from Port specifying the breach. Buyer's failure to act diligently and in good faith to satisfy conditions over which it has control or influence is a breach. In the case of a breach which cannot with due diligence be cured within a period of thirty (30) days, a default shall occur if Buyer does not commence the cure of the breach within thirty (30) days after Buyer receives written notice from Port and thereafter diligently prosecute to completion such cure. A default also shall occur if Buyer makes any assignment for the benefit of creditors, or is adjudicated as bankrupt, or has a receiver, trustee or creditor's committee appointed over it that is not removed within one hundred eighty (180) days after appointment. A default shall occur, and Port shall be irreparably harmed by such default, if Buyer or its assignee constructs any portion of the Project in a manner materially inconsistent with Port-approved Drawings. Buyer shall not be in default hereunder for failure to pay any tax, assessment, lien or other charge if Buyer in good faith is contesting the same and, if necessary to avoid foreclosure, has furnished an appropriate bond or other undertaking to assure payment in the event Buyer's contest is unsuccessful.

9.1.2 **Default by Port.** A default shall occur if Port breaches any material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) days after Port receives written notice from Buyer specifying the breach. The Port's failure to act diligently and in good faith to satisfy conditions over which it has control or influence is a breach. In the case of a breach which cannot with due diligence be cured within a period of thirty (30) days, a default shall occur if the Port does not commence the cure of the breach within thirty (30) days after the Port receives written notice from the Buyer and thereafter diligently prosecute to completion such cure.

9.2 **Port's Pre-Conveyance Remedies.** If Buyer fails to comply with any material term of this Agreement and is in default before the Property is conveyed to Buyer, Port may, as its sole and exclusive remedy, terminate this Agreement by written notice to Buyer and collect the Buyer Deposit. Buyer acknowledges that the damages to the Port in the case that Buyer fails to Close are difficult to determine and agrees that the amount of the Buyer Deposit is a reasonable estimate of the compensation for such damages, and that the forfeiture of the Buyer Deposit is liquidated damages, not a penalty. If Port terminates this Agreement as provided in this Section 9.2, then Buyer shall deliver to Port within thirty (30) days after such termination, copies of all Property market research, design documents, engineering documents, proformas and financial projections prepared for Buyer by third parties, and which Buyer is authorized to release; and design and construction contracts which Port may use in any manner that Port deems appropriate with the consent of any party having approval rights thereunder.

9.3 **Restoration.** If, prior to acquiring the Property Buyer performs any activities on the Property, and Buyer does not acquire the Property for any reason, Buyer agrees, upon Port request, to restore the Property to substantially the condition that existed prior to the time that Buyer performed any activities thereon. Port may elect to require that any improvements Buyer has installed on the Property remain on the Property.

9.4 Port's Post-Conveyance Remedies for Buyer's Failure to Undertake, Diligently Prosecute or Complete Construction: Liquidated Damages

If the Buyer (1) Closes the Property purchase but fails, absent Unavoidable Delay, to begin construction of the Project within thirty (30) days after the Start Construction Date in the Schedule of Performance (unless that date is extended by mutual agreement), (2) begins construction of the Project, but thereafter, absent Unavoidable Delay, fails to complete (as defined below in this Section) the Project within 60 days after the date for such completion in the Schedule and materially in accordance with the Final Construction Drawings, or (3) if the Port repurchases the Property from Buyer under Section 9.5, in any of these events, Buyer will pay to the Port, liquidated damages, in the amount of Fifty Thousand and no/100 Dollars (\$50,000.00) ("Liquidated Damages Amount"). The commitment to pay Liquidated Damages shall be eliminated upon Buyer's "completion" of the Project by the completion date in the Schedule or within 180 days after the date construction of the Project begins, whichever date is later. For purposes of this Section "completion" means the issuance of a temporary Certificate of Occupancy for the Project. The Buyer's obligation to pay Liquidated Damages shall be secured by a Performance Bond or letter of credit procured by the Buyer in favor of the Port, or money deposited in escrow by Buyer on terms acceptable to the Port, the proceeds of which will be available to pay Liquidated Damages according to the terms of this paragraph. If a Performance Bond or letter of credit is used by Buyer it shall be of a character and form reasonably acceptable to Port. The Parties agree that the damages to the Port are difficult to ascertain in the case of the failure of Buyer to complete the entire Project, and that the Liquidated Damages are not a penalty, but rather a reasonable assessment of Port damages incurred.

9.5 Port's Post-Conveyance Remedies for Buyer's Failure to Undertake, Diligently Prosecute or Complete Construction: Repurchase

In addition to any remedy allowed by Section 9.4 and 9.8, if, after Closing, absent Unavoidable Delay, Buyer fails to begin the development of the Property by the Start Construction date in the Schedule of Performance or such other "Start Construction Date" agreed to in writing by the Parties; or if after beginning development, Buyer discontinues development for a period that the Port reasonably determines will result in Buyer's failure to complete the Project by the date required by the Certificate of Occupancy date in the Schedule of Performance or such other "Certificate of Occupancy Date" agreed to in writing by the Parties, then Port may demand in writing that Buyer cure such default within thirty (30) days. If Buyer discontinues development for a consecutive period of thirty (30) or more days (for reason other than Unavoidable Delay), the Port is entitled to a presumption that the discontinuance will result in Buyer's failure to complete development by the date required by this Agreement. "Discontinuing development" means a failure to make material progress in the customary course of building construction. If Buyer does not cure the default within the thirty (30) day period (or in the case that such default is not curable within said thirty (30) day period, if Buyer shall have not commenced and be diligently pursuing such cure to completion), then, such action or inaction shall create in the Port the Port's right to repurchase the Property and any improvements constructed by Buyer on the Property, in the Port's sole discretion until closing of the repurchase, as follows:

9.5.1 The Port will pay to the Buyer the amount of the Purchase Price together with seventy-five percent (75%) of the total of all amounts spent by Buyer as the Hard Costs of construction of improvements on the Property as of the date of the repurchase, reduced by:

(a) the amount of any real property taxes, use fees, assessments, liens or other charges against the Property, including any Mortgage debt or potential Mortgage charges, which Buyer has not paid in full prior to Buyer's re-conveyance to Port;

(b) the amount of the Port's payment in full of any indebtedness or claims affecting title to the Property prior to or at the time of repurchase, including payoff of a Mortgage debt and Mortgage charges, which Buyer hereby agrees may be paid by the Port;

(c) the cost of an ALTA title insurance policy in the amount of the Purchase Price insuring Port as owner and any escrow fees charged by the Escrow Agent; and,

(d) an amount equal to 5% of the Purchase Price if repurchase occurs prior to construction of the Project, and an amount equal to 10% of the Purchase Price if repurchase occurs after construction of the Project has begun, to compensate Port for loss of use of the Property prior to re-conveyance, and to apply to Port costs or losses that could result from Port exercising Port's right to repurchase the Property.

(e) Notwithstanding the foregoing, the price payable to Buyer by the Port pursuant to this Section shall not in any case be reduced to a negative number resulting in Buyer being indebted to or otherwise obligated to pay the Port any amount with respect to such repurchase.

9.5.2 The Port shall give Buyer notice of the Port's election to repurchase after expiration of any cure period allowed by Sections 9.1.1. and 9.5.

9.5.3 Upon receipt of the Port's notice, Buyer shall thereafter take all action, including the payment of all debts and the execution of all documents necessary to re-convey marketable title to the Property to the Port, free and clear of all liens and encumbrances other than the lien of any Mortgages and the Final Permitted Exceptions. In addition, if the Port accepts other title exceptions that are the result of Buyer's pursuit of the development of the Project, or determines that the Buyer, after using its good faith efforts, cannot remove one or more of such exceptions required to be removed by Buyer hereunder, Port may accept the re-conveyance subject to the exceptions described in this sentence. Buyer shall re-convey the Property to Port in escrow through the offices of the Escrow Agent.

9.5.4 At the time of re-conveyance, Buyer shall provide to the Port a standard coverage ALTA Owner's Policy of Title Insurance, issued by Escrow Agent, covering the Property insuring Port in the amount of the Purchase Price, all free and clear of encumbrances except the standard exceptions, any Mortgages and the Final Permitted Exceptions.

9.5.5 At reconveyance, Buyer shall provide Port with any work product produced by any third parties for Buyer, including copies of all Property market research, design documents, engineering documents, proformas and financial projections prepared for Buyer, and which Buyer is authorized to release; and design and construction contracts which Port may use in any manner that Port deems appropriate with the consent of any party having approval rights thereunder.

9.6 Buyer's Pre-Conveyance Remedies. If Port defaults as to any material term of this Agreement prior to Closing, Buyer may, as its exclusive remedy: (i) terminate this Agreement by written notice to Port, in which case the Escrow Agent shall return the Buyer Deposit to the Buyer; or (ii) specifically enforce the obligations of the Port under this Agreement.

9.7 Buyer's Post-Conveyance Remedies. In the event of Port's material default after the Port conveys the Property to Buyer, Buyer may, as its exclusive remedy, specifically enforce the obligations of the Port under this Agreement.

9.8 Nonexclusive Remedies. The rights and remedies provided by this Agreement, including but not limited to the Port's right to repurchase the Property pursuant to Section 9.5 above, shall not be deemed exclusive, except where otherwise indicated, and shall be in addition to any and all rights otherwise available at law or in equity. The exercise by either Party of one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or of any of its remedies for any other default by the other Party, including, without limitation, the right to compel specific performance. Any limitation of remedies set forth herein should not limit or affect the obligations of a Party under any contractual indemnities set forth herein.

9.9 Unavoidable Delay.

9.9.1 Neither a Party nor Party's successor in interest shall be considered in breach of or in default with respect to any obligation created hereunder or progress in respect thereto if the delay in performance of such obligations (the "Unavoidable Delay") is due to the other Party's breach or default in the performance of any of its obligations under this Agreement or causes that are reasonably unforeseeable, beyond its control, and without its fault or negligence, including but not limited to acts of God, acts of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquake, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation involving a Party or others relating to zoning or other governmental action or inaction pertaining to the Project, extraordinary delay in the issuance of necessary permits for the Project, malicious mischief, condemnation action, delays of litigation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar events and/or occurrences reasonably beyond the control of such Party.

9.9.2 It is the purpose and intent of this provision that, in the event of the occurrence of any such Unavoidable Delay, the time or times for performance of the obligations of the Port or Buyer as the case may be, shall be extended for the period of the Unavoidable Delay; provided, however, that the Party seeking the benefit of this Section shall, within thirty (30) days after the Party becomes aware of the causes of any such Unavoidable Delay, notify the other Party in writing of the cause or causes of the delay and the estimated time of correction. Notwithstanding any other provision of this Agreement, the time for Parties' performance shall not be extended by one or more events of Unavoidable Delay for a cumulative period greater than 180 days unless the delay is due to the other Party's breach or default of this Agreement. If the delay is due to the other Party's breach or default of this Agreement, the time for Parties' performance shall not be extended for a cumulative period greater than 210 days

9.10 Mediation and Arbitration.

9.10.1 **Mediation.** Any dispute under this Agreement may be resolved by mediation. If the Parties agree to use a mediator they will each pay one half the costs of mediation.

9.10.2 **Arbitration.** If an unresolved dispute involves payment of money only and not a demand for any other remedy, the dispute shall be resolved by arbitration. If mutually agreed, the Parties may also submit a dispute to arbitration which involves a remedy other than payment of money. Any arbitration instituted to resolve a dispute shall be in accordance with the rules of the Arbitration Service of Portland, Inc. then in effect. The Parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree upon an arbitrator, or a process to select one, either Party may apply to the Hood River County Circuit Court to appoint one. The award rendered by an arbitrator shall be binding on the Parties and may be entered in the Hood River County Circuit Court.

10. PORT RIGHT OF FIRST OFFER

Except as otherwise provided in this Section 10, in the event that after the completion of the Project and issuance of the Certificate of Occupancy for the Project, Buyer intends to sell or otherwise convey fee simple ownership of the Property, or any part thereof, as improved as part of the Project ("Offered Property"), Buyer shall not take steps to market the Offered Property, nor respond to an unsolicited offer for the acquisition of the Offered Property without first giving written notice of that intent or that offer to the Port and negotiating in good faith with the Port for a period of sixty (60) days to determine if Buyer and Port can agree on the fair market value of the Offered Property and on the other terms and conditions for a Port purchase of the Offered Property. However, this Section 10 is not a right of first refusal or an option; and, accordingly, if the Buyer and the Port cannot reach an agreement after sixty (60) days of good faith negotiations, Buyer shall be free to sell or otherwise convey the Offered Property and the right of first offer set forth in this Section shall be forever extinguished. In such event, the Port agrees to execute any quit claim or release reasonably requested by the Buyer in order to evidence that the Port's right of first offer pursuant to this Section has been extinguished. Notwithstanding any other provisions of this Section, the right of first offer provided in this Section 10 shall not apply to: (a) any transfers of the Offered Property to an Affiliate of Buyer; (b) any transfers for estate planning purposes, such as to a trust, in connection with estate planning by any shareholders of Buyer; (c) any transfers to any descendant or spouse of any shareholder of Buyer or Affiliate of any such person; or (d) the first sale or other transfer by Buyer of each portion of the Property to a third party, provided each such transfer occurs within one hundred eighty (180) days from the date a Certificate of Occupancy is issued with respect to that portion of the Property. If Buyer transfers the Offered Property in a manner described in subsections (a) through (d) immediately above, the Buyer shall notify the Port of the date of the transfer, and the name and notification address of the transferee and the Port's right of first offer shall continue in effect as to the transferee and any subsequent transfer of the Property.

11. MISCELLANEOUS PROVISIONS

11.1 Port Contract Manager. Port has designated Michael S. McElwee as the Port Contract Manager. The Port Contract Manager shall have the authority to take action to implement this Agreement on behalf of the Port and shall have such other authority as is

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specifically assigned to the Port Contract Manager in this Agreement or is otherwise delegated by the Port Commission.

11.2 Compliance with Laws; Discrimination. Buyer shall comply with all applicable laws and, for itself and its successor and assigns, agrees that during the construction of the Project Buyer will not discriminate against any employee or applicant for employment because of race, color, religion, age, gender, sexual orientation or national origin.

11.3 Notice.

11.3.1 Any notice or communication under this Agreement by either Party to the other shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by registered or certified U.S. mail; postage prepaid, return receipt requested, or (b) when received if personally delivered, and:

11.3.2 In the case of a notice or communication to Buyer, addressed as follows:

C.M. & W.O Sheppard, Inc.
Attn: Mr. Ben Sheppard
102 State Avenue
Hood River, OR 97031

11.3.3 In the case of a notice or communication to the Port, addressed as follows:

Mr. Michael S. McElwee
Executive Director
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031

With a copy to:

Mr. Jerry J. Jaques
Jaques Sharp, Attorneys at Law
P.O. Box 457
Hood River, OR 97031

or addressed in such other way in respect to either Party as that Party may, from time to time, designate in writing dispatched as provided in this Section. Notice given in any other manner shall be effective upon receipt by the Party for whom the same is intended.

11.4 Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of the Deed transferring title to the Property from the Port to Buyer or any successor in interest, and any such Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

11.5 Headings. Titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

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11.6 Waivers. Except as otherwise expressly provided in this Agreement, no waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver. No waiver by Port or Buyer of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

11.7 Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under U.S. Bankruptcy Code, is instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorney fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

11.8 Choice of Law. This Agreement shall be governed by Oregon law.

11.9 Calculation of Time. All periods of time referred to herein shall 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.

11.10 Construction. In construing this Agreement, singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require.

11.11 Legal Purpose. Buyer agrees that it shall use the Property solely for lawful purposes.

11.12 Severability. If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

11.13 Entire Agreement. This Agreement and the attachments hereto are the entire agreement between the Parties. There is no other oral or written agreement between the Parties with regard to this subject matter. There are no oral or written representations made by a Party, implied or express, other than those contained in this Agreement.

11.14 Modifications. Any modifications to this Agreement shall be made in writing and executed by both Parties. The Parties recognize that circumstances may change and that it may be in the interest of both Parties that Agreement be amended from time to time. For this reason, each of the Parties will consider changes that may be proposed by the other during the term of this Agreement. Port Contract Manager may approve minor modifications to this Agreement without Port Commission approval. "Minor Modifications" include:

11.14.1 Changes in the Schedule of Performance when deemed warranted by the Port Contract Manager which do not exceed sixty days, excluding a change in the Final Termination Date; and

11.14.2 Corrections of errors, clarifications, or minor modifications that do not change the substantive content of the Agreement.

All other modifications to the Agreement must be approved by the Port Commission.

11.15 Successors and Assigns. Subject to the provisions of Section 7, the benefits conferred by this Agreement, and the obligations assumed thereunder, shall inure to the benefit of and bind the successors and assigns of the Parties.

11.16 Place of Enforcement. Subject to the provisions of Section 9.9 relating to mediation and arbitration, any action or suit to enforce or construe any provision of this Agreement by any Party shall be brought in the Circuit Court of the State of Oregon for Hood River County, or the United States District Court for the District of Oregon in Portland, Oregon.

11.17 No Partnership. Nothing contained in this Agreement or any acts of the Parties hereby shall be deemed or construed by the Parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the Parties.

11.18 Non-waiver of Government Rights. Subject to the terms and conditions of this Agreement, by making this Agreement and delivery of the deeds, Port is specifically not obligating itself, or any other agency with respect to any discretionary action relating to development or operation of the improvements to be constructed on the Property, including, but not limited to, rezoning, variances, environmental clearances or any other governmental approvals which are or may be required, except as expressly set forth herein.

11.19 Approvals. Where approvals of Port are required, Port will approve or disapprove within ten (10) business days after receipt of the material to be approved, except where a longer or shorter time period is specifically provided to the contrary. Failure by Port to approve or disapprove within said period of time shall be deemed approval. Any disapproval shall state in writing the reasons for such disapproval. Approvals will not be unreasonably withheld, conditioned or delayed except where rights of approval are expressly reserved to Port's sole discretion in this Agreement. Buyer, upon receipt of such disapproval, shall revise such disapproved portions in a manner responsive to the stated reasons for disapproval and resubmit the same to Port within thirty (30) days after receipt of the notice of disapproval.

11.20 Approval by Port Contract Manager. Unless specified to the contrary elsewhere in this Agreement as to a particular consent or approval, whenever consent or approval by Port is required under the terms of this Agreement, all such consents or approvals shall be given in writing from the Port Contract Manager, or from such other staff as the Port Commission has designated.

11.21 Authorization and Confidentiality.

11.21.1 Port and Buyer will each seek all approvals required by law, bylaws, operating agreements or pertinent corporate documents in order to enter into this Agreement.

11.21.2 Except for published information or information ascertainable from public records, any confidential information furnished or disclosed by Port in connection with the Project, will be held by Buyer in confidence and will not be divulged to any third party, except for a Party's advisors and consultants or as may be necessary to further the development of the Project.

11.21.3 Buyer acknowledges that information provided to the Port is subject to the Oregon Public Records Law (ORS 192.410 to 192.505). If the Buyer submits information to the Port in confidence which should be reasonably considered to be confidential, such as Buyer's or Buyer's members' financial information, projected Project costs, Project pro forma statements, lender correspondence or documentation, information, or Buyer's member's personal information, and the Port obliges itself in good faith not to disclose the information, and such information is requested pursuant to the Oregon Public Records Law, the Port will promptly notify Buyer and consider whether the public interest will suffer from the disclosure of such information, and if so, to the extent allowed by state law, Port will hold in confidence such information, and will not divulge such information to any third party, except for Port's advisors and consultants. In any case, the Port will provide Buyer with an opportunity to seek a protective order or other relief from disclosure available under applicable law. To be considered confidential information, any materials submitted must be marked as "Submitted in Confidence" on the first page of any such materials. As between the Parties, but subject to the foregoing, the Port's decision to disclose or to hold information in confidence shall be final.

11.21.4 Except as required by Section 9.2 in the case of Buyer default, if for any reason the Project fails to materialize, then each Party will return all such confidential information to the Party from whom it was obtained.

11.22 Brokers. Each party represents and warrants to the other that it has not engaged any broker or other real estate professional in connection with this Agreement. Port will indemnify, defend and hold Buyer harmless from and against any fees, commissions, and charges claimed by any broker, agent or other person or entity who has acted on behalf of the Port and is owed a commission by the Port under a written broker agreement with the Port in connection with the Property or this transaction. Buyer will indemnify, defend and hold the Port harmless from and against any fees, commissions, and charges claimed by any broker, agent or other person or entity who has acted on behalf of the Buyer and is owed a commission under a written broker agreement with Buyer in connection with the Property or this transaction.

11.23 Recording of Memorandum of Agreement. Port shall provide for recording a Memorandum of this Agreement within thirty (30) days of the Effective Date. The form of the Memorandum of Agreement is attached as Exhibit I to this Agreement. When the City issues to Buyer a final Certificate of Occupancy or if the Agreement is terminated, the Parties shall cooperate to promptly record an Amended Memorandum of Agreement to reflect the surviving covenants of this Agreement.

Executed in multiple counterparts as of the day and year first above written.

PORT OF HOOD RIVER, OREGON

By: _____

APPROVED AS TO FORM:

Port General Counsel

C.M. & W.O SHEPPARD, INC.

By: _____
Craig W. Sheppard, President

By: _____
Benjamin C. Sheppard, Vice-President

EXHIBITS

- Exhibit A – Property Description and Depiction
- Exhibit B – Definitions
- Exhibit C – Form of Deed
- Exhibit D – Schedule
- Exhibit E – Form of Open Space Assessment Agreement
- Exhibit F – Scope of Development
- Exhibit G – Waterfront Business Park Design Guidelines
- Exhibit H – Project Team Members
- Exhibit I – Form of Memorandum of Agreement
- Exhibit J - Form of Permit of Entry
- Exhibit K - Encroachment
- Exhibit L - Water Line Relocation and Estimate

EXHIBIT A
PROPERTY DESCRIPTION AND DEPICTION

TERRA SURVEYING
TOPOGRAPHIC SURVEY
for
THE SHEPPARD'S

TAX LOTS 120 & 132, HOOD RIVER COUNTY ASSESSORS MAP 3N-10E-25

LEGEND:

- FOUND 5/8" IRON ROD, NO CAP, UNLESS NOTED
- CALCULATED, NOT FOUND OR SET
- ⊕ SANITARY SEWER MANHOLE
- ⊕ STORM SEWER MANHOLE
- ⊕ WATER VALVE
- ⊕ WATER METER
- ⊕ FIRE HYDRANT
- ⊕ CATCH BASIN
- * STREET/PARKING LOT LIGHT
- ⊕ ELECTRIC BOX FOR LIGHTS
- ⊕ IN GROUND UTILITY VAULTS
- ⊕ STORM LINE STUB
- ⊕ IRRIGATION VALVE
- ⊕ TELEPHONE PEDESTAL
- ⊕ SIGN
- x 93.2' SPOT ELEVATION
- ⊕ 4" BLOSSOMING FRUIT TREE
- ⊕ 2"-6" DECORATIVE DECIDUOUS TREE

LINE LEGEND:

- s — STORM SEWER LINE
- S — SANITARY SEWER LINE
- W — WATER LINE
- e — BURIED POWER LINE
- T — CENTURY LINK LINE
- G — NATURAL GAS LINE
- R — BURIED FIBER OPTIC

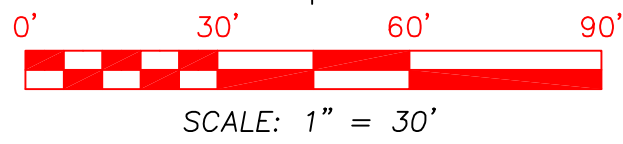
NO PPL
NO CHARTER COMMUNICATIONS
NO NATURAL GAS

BASIS OF BEARING

HOOD RIVER COUNTY SUBDIVISION PLAT #2009-4121

BASIS OF BEARING ORIGIN
U.S.G.S STATION PONDER-2
N.A.V.D 1983 (1998 ADJUSTMENT)
LATITUDE = 45°42'39.37105" (N)
LONGITUDE = 121°32'59.76083" (W)
ORTHOMETRIC HEIGHT OF 102.638 METERS (336.74')
N.A.V.D. 1988 USING THE 1999 GEOID FOR THE U.S.

BASIS OF BEARING OF THE SURVEY IS OREGON
STATE PLANE,
NORTH ZONE (3601), GRID BEARINGS &
INTERNATIONAL FEET.



STORM SEWER:

STORM MANHOLE #312
RIM = 95.70'
15" RCP IE (E) = 87.90'
15" RCP IE (W) = 87.85'

STORM MANHOLE #316
RIM = 97.29'
12" CMP IE (SW) = 91.24'
15" RCP IE (E) = 83.25'
15" RCP IE (S) = 83.14'
24" RCP IE (E) = 83.09'

STORM MANHOLE #320
RIM = 96.23'
6" PVC IE (NE) = 90.33'
24" RCP IE (E) = 81.83'
24" RCP IE (W) = 81.78'

STORM MANHOLE #399
RIM = 95.82'
15" RCP IE (NW) = 77.46'
18" RCP IE (S) = 76.37'
24" RCP IE (E) = 76.27'

STORM MANHOLE #404
RIM = 97.02'
6" PVC IE (SE) = 89.27'
8" PVC IE (NE) = 88.62'
8" PVC IE (N) = 88.57'
15" RCP IE (W) = 88.27'

STORM CATCH BASIN #216
RIM = 93.68'
15" CMP IE (SE) = 88.48'
12" CMP IE (N) = 88.38'
15" RCP IE (SW) = 88.23'

STORM CATCH BASIN #222
RIM = 96.46'
12" CMP IE (NE) = 92.36'

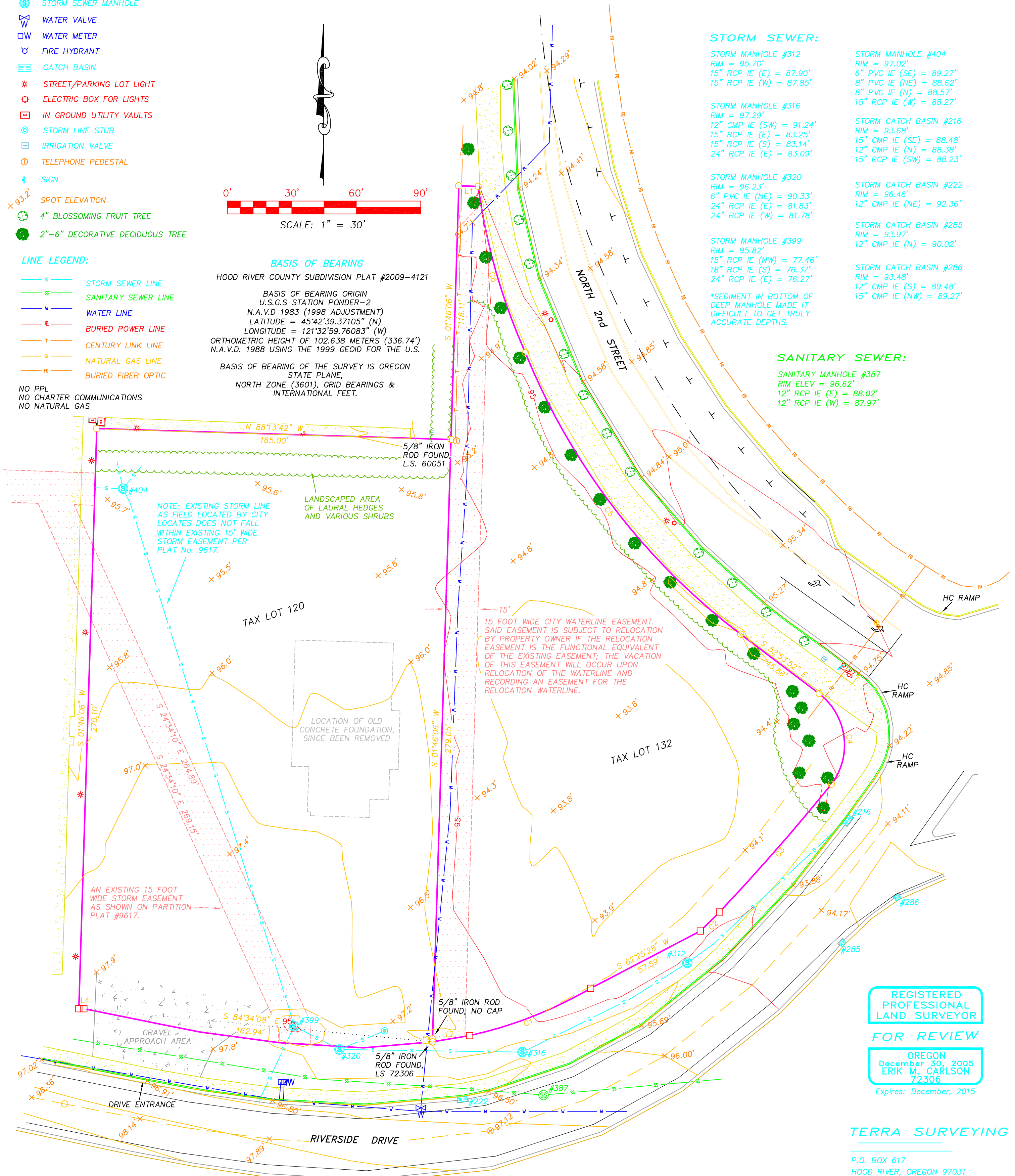
STORM CATCH BASIN #285
RIM = 93.97'
12" CMP IE (N) = 90.02'

STORM CATCH BASIN #286
RIM = 93.48'
12" CMP IE (S) = 89.48'
15" CMP IE (NW) = 89.27'

*SEDIMENT IN BOTTOM OF
DEEP MANHOLE MADE IT
DIFFICULT TO GET TRULY
ACCURATE DEPTHS.

SANITARY SEWER:

SANITARY MANHOLE #387
RIM ELEV = 96.62'
12" RCP IE (E) = 88.02'
12" RCP IE (W) = 87.97'



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	193.73'	60.76'	S 68°41'06" W	60.51'	17°58'10"
C2	304.53'	12.58'	S 45°18'06" W	12.58'	02°22'01"
C3	1026.32'	79.14'	S 41°13'18" W	79.12'	04°25'05"
C4	30.20'	47.16'	S 07°46'51" E	42.51'	89°28'00"
C5	311.52'	166.95'	N 37°24'24" W	164.96'	30°42'22"
C6	281.93'	80.65'	N 15°50'35" W	80.38'	16°23'28"

REGISTERED PROFESSIONAL LAND SURVEYOR
FOR REVIEW
OREGON
December 30, 2005
ERIK M. CARLSON
72306
Expires: December, 2015

TERRA SURVEYING
P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE: (541) 386-4531
E-Mail: terra@gorge.net
www.terrandsurveying.com
DATE: JANUARY, 2015
SCALE: 1" = 30'
PROJECT: 14151

LINE	BEARING	DISTANCE
L1	N 88°11'10" W	9.01'
L2	N 80°28'32" E	17.57'
L3	N 03°20'42" E	1.39'
L4	N 89°51'10" W	2.36'

EXHIBIT B**GLOSSARY**

1. **"Affiliate"** means an entity that controls, is controlled by the Buyer.
2. **"Agreement"** means this Agreement for Disposition of Property for Development and all attached Exhibits.
3. **"Authority"** has the meaning set forth in Section 2.7.5 herein.
4. **"Buyer"** means C.M. & W.O. Sheppard, Inc., an Oregon corporation.
5. **"Buyer Deposit"** has the meaning set forth in Section 2.2 herein.
6. **"City"** means the City of Hood River, Oregon, a municipal corporation of the State of Oregon.
7. **"Close"** or **"Closing"** means the conveyance of the Property to Buyer by the Port by Deed and the simultaneous payment of the Purchase Price by Buyer to the Port, all as more specifically described in Section 2 of this Agreement.
8. **"Closing Date"** means the date on which Port conveys the Property to Buyer.
9. **"Conceptual Plans"** mean the preliminary floor plans, elevations of the building and site drawings for the Project included in the Scope of Development, Exhibit F.
10. **"Deed"** means the form of Statutory Special Warranty Deed conveying fee simple title to the Property to Buyer subject to the conditions specified in this Agreement, including the right to repurchase the Property, substantially in the form attached to this Agreement as Exhibit C.
11. **"Design Guidelines"** means the Waterfront Business Park Design Guidelines revised by the Port Commission July 21, 2010, attached hereto as Exhibit G.
12. **"Development Program"** has the meaning set forth in Section 2.7.1(b)(iv).
13. **"Effective Date"** means the date that all Parties have executed this Agreement.
14. **"Environmental Laws"** means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act, U.S.C. §§ 1251 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 *et seq.*; Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; Refuse Act, 33 U.S.C. §§ 407 *et seq.*; Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§ 11001 *et seq.*; Occupational Safety and Health Act, 29 U.S.C. §§ 65 *et seq.*, to the extent it includes the emission of any Hazardous Material; Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. §§ 136 *et seq.*; Federal Safe Drinking Water Act, 42 U.S.C. §§ 300(f) *et seq.*; or any similar or analogous state or local statute or ordinance, or any regulation, order, rule, or requirement adopted thereunder which regulates Hazardous Substances.
15. **"Escrow Agent"** means AmeriTitle.
16. **"Final Construction Drawings"** means all plans and specifications required to complete the Project pursuant to the terms of this Agreement approved by the Port and the appropriate City agencies.
17. **"Final Permitted Exceptions"** has the meaning set forth in Section 2.5.3.

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18. **“Hard Costs”** means the direct contractor or subcontractor costs for labor, material, equipment, and services; contractors’ overhead and profit; and other direct construction costs. Hard Costs do not include the compensation paid to the architect, engineer or other consultants; the cost of acquiring the Property or required rights-of-way; legal costs; permits and fees; financing fees; construction Interest and operating expenses; leasing and real estate commissions; advertising and promotion; and supervision.
19. **“Hazardous Substances”** means any substance, chemical, waste or other material which is listed, defined or otherwise identified as “hazardous” or “toxic” under any federal, state local or administrative agency law or ordinance (collectively “Environmental Laws”) including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act, U.S.C. §§ 1251 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 *et seq.*; Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; Refuse Act, 33 U.S.C. §§ 407 *et seq.*; Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§ 11001 *et seq.*; Occupational Safety and Health Act, 29 U.S.C. §§ 65 *et seq.*, to the extent it includes the emission of any Hazardous Material and includes any Hazardous Material for which hazard communication standards have been established; Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. §§ 136 *et seq.*; Federal Safe Drinking Water Act, 42 U.S.C. §§ 300(f) *et seq.*; or any similar or analogous state or local statute or ordinance, or any regulation, order, rule, or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and “source,” “special nuclear” and “by-product” material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 *et seq.*
20. **“Jobs Plan”** has the meaning set forth in Section 2.7.1(b)(v).
21. **“Laws”** means any applicable governmental rule, regulation, code, law, statute, ordinance, order, policy, or similar binding pronouncement enacted by any local, state, or federal government agency, bureau, department, or government.
22. **“Mortgage”** means a mortgage or deed of trust against the Property, or any portion thereof securing the loan of funds solely for the purpose of Buyer acquiring and developing the Property, recorded in the real property records of Hood River County, Oregon.
23. **“Mortgagee”** means the holder of any Mortgage together with any successor or assignee of such holder. The term “Mortgagee” shall include any Mortgagee as owner of the property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, or any insurer or guarantor of any obligation or condition secured by a mortgage but shall not include (a) any other party who thereafter obtains title to the Property or such part from or through a Mortgagee or (b) any other purchaser at foreclosure sale other than a Mortgagee.
24. **“Open Space Assessment Agreement”** is attached hereto as Exhibit E.
25. **“Port”** means the Port of Hood River, a municipal corporation.
26. **“Preliminary Project Budget”** means the Buyer’s initial estimate of the costs for the Project including hard and soft costs, permits, and developer fee.

27. **"Project"** generally means the Property, fixtures and the buildings existing on the Property to be renovated, and other improvements to be newly constructed, by Buyer on the Property as initially described in the Scope of Development and refined through the Port-approved Drawings.
28. **"Project Team"** has the meaning set forth in Section 5.6 herein.
29. **"Property"** has the meaning set forth in Recital 2.
30. **"Purchase Price"** means the price Buyer shall pay to the Port for the Property to be conveyed by the Port to Buyer pursuant to Section 2.3.
31. **"Release"** means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, disposing or dumping.
32. **"Schedule of Performance"** means the document describing the schedule by which the Buyer's obligations under this Agreement will be completed, attached hereto as Exhibit D.
33. **"Scope of Development"** means the detailed description of the rehabilitation of improvements and the new improvements to be built comprising the Project, attached hereto and incorporated herein as Exhibit F.
34. **"Title Report"** has the meaning set forth in Section 2.5.1.
35. **"Unavoidable Delay"** has the meaning set forth in Section 9.9 herein.
36. **"Waterfront Development Strategy"** means the policy adopted by the Port Commission September 18, 2007 to promote business development, jobs retention and creation, and promotion of quality development in the Waterfront Business Park.
37. **"Waterfront Business Park"** means the subdivision of land by the Port, approved by the City and recorded on October 27, 2009 in the records of Hood River County, Oregon.

EXHIBIT C
FORM OF STATUTORY SPECIAL WARRANTY DEED

After Recording Return to and
Tax Statements to be sent to:

C.M. & W.O Sheppard, Inc.
Attn: Mr. Ben Sheppard
102 State Avenue
Hood River, OR 97031

STATUTORY SPECIAL WARRANTY DEED

KNOW ALL PEOPLE, that the PORT OF HOOD RIVER a municipal corporation (which, together with any successor public agency designated by or pursuant to law, is herein called the "Port"), conveys and specially warrants to C.M. & W.O Sheppard, Inc., an Oregon corporation (the "Buyer"), and unto its successors and assigns, all the following described real property, with the tenements, hereditaments and appurtenances (herein called the "Property"), situated in the County of Hood River and State of Oregon:

[Insert legal description here]

free of liens or encumbrances created or suffered by Grantor except as set forth on the attached Exhibit A.

The conveyance is made pursuant to that certain Agreement for Disposition and Development of Property located in Hood River County, between Buyer and the Port, dated _____, 201_, a Memorandum of which was recorded on _____, 201_ as Document No. _____, Records of Hood River County, Oregon (the "DDA"). Any capitalized terms in this Deed shall have the meanings set out in the DDA, unless otherwise defined herein. The Buyer has given \$_____ and other value for this conveyance.

The conveyance is subject to the following:

1. All easements, covenants, restrictions, conditions and encumbrances of record shown on Exhibit A; and
2. The right of the Port, upon Buyer default under particular conditions specified in the DDA, to exercise any remedy provided in the DDA including the right to repurchase the Property.
3. The right of the Port to purchase all or part of the Property under a Right of First

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Offer under terms specified in the DDA.

It is intended that the delivery of this Deed shall not effect a merger of those provisions of the DDA that are intended by the terms of said Agreement to continue after the delivery of this Deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the Port of Hood River, a _____ of the State of Oregon, has caused this Deed to be executed this ____day of _____, 201__.

[Insert signature block and notary for Port here.]

**Exhibit A to Statutory Special Warranty Deed
LIST OF PERMITTED EXCEPTIONS**

**EXHIBIT D
SCHEDULE**

SHEPPARD'S SCHEDULE OF PERFORMANCE

Activity

Retain Architect	Completed
Preliminary Plan Review Meeting with Port	Completed
Submit Lender Pre-Approval Letter	Completed
Pre-application Conference w/City	Completed
Land Use/Site Plan Approval (completed pending appeal period)	June 1
Complete Design Development Drawings	Completed
Complete Design Development Cost Estimates	Completed
Submit Preliminary Plans to Port for Design Review	June 30
Obtain Design Approval from Port	July 14
Complete Construction Drawings	August 1-2015
Submit Construction Drawings to Port (if changes)	August 1-2015
Submit for Building Permits	August 1-2015
Lender Loan Approval	August 15,2015
Obtain Building Permits	October 30, 2015
Closing	November 5, 2015

Start Construction	February 1, 2015
Substantial Completion	October 1, 2016
Certificate of Occupancy	November 1, 2016

EXHIBIT E

After recording return to:

Mr. Michael S. McElwee
Executive Director
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031

AGREEMENT FOR PAYMENT OF AN ANNUAL OPEN SPACE MAINTENANCE FEE

This **AGREEMENT FOR PAYMENT OF AN ANNUAL OPEN SPACE MAINTENANCE FEE** (this "Agreement") is made as of _____, 2015 ("Effective Date") by the **PORT OF HOOD RIVER**, a municipal corporation ("Port") and **C.M. & W.O SHEPPARD, INC.**, an Oregon domestic corporation ("Sheppard"). Port and Sheppard are referred to jointly in this Agreement as "Parties" and individually as a "Party."

RECITALS

1. Port is responsible for creating and carrying out economic development objectives and programs of the State of Oregon under the authority of ORS Chapter 777 and is the owner of real property on the Hood River Waterfront Area, generally described as the area located in the City of Hood River that is north of I-84, west of the Hood River, south of the Columbia River and east of the peninsula commonly called "the hook" (the "Waterfront Area").
2. Sheppard is the prospective developer of certain commercial facilities on land to be sold by Port to Sheppard (the "Property") under the terms set forth in the Agreement For Disposition of Property for Development ("Development Agreement") made as of _____ 2015. The Property is legally described as _____, in Hood River, Oregon.
3. The Development Agreement provides that Sheppard, and after transfer of the Property by Port to Sheppard, any subsequent owner of the Property, shall pay to Port an annual assessment of \$0.25 per square foot of building area to maintain the public open space and rights-of-way on property that the Port maintains in the Waterfront Area ("Open Space Maintenance Fee").
4. The Development Agreement calls for the execution of this Agreement between the Parties as a condition precedent to closing on the conveyance of the Property.

AGREEMENT

The Parties, in consideration of the premises and the agreements set forth herein and for other valuable consideration the receipt and adequacy of which are hereby acknowledged, covenant and agree as follows:

1. DEFINITIONS

Words that are capitalized, and which are not the first word of a sentence, are defined terms. A defined term has the meaning given it when it is first defined in this Agreement. Defined terms may be used together and the combined defined term has the

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meaning of the combined defined terms. A defined term that is a noun may be used in its verb or adjective form and vice-versa. Defined terms may be used in the singular or the plural.

2. TERMS OF AGREEMENT

2.1. **Port Notice of Fee Amount.** The Port shall, in the first week of June of each year following the execution of this Agreement, notify in writing the then current owner(s) of record of the Property, or any portion thereof, (each a "Property Owner") of the Open Space Maintenance Fee to be paid by each to the Port for the twelve (12) month period beginning July 1 of the same year ("Port Notice"). The Port Notice will be sent to the address for a Property Owner shown in the real property tax records of Hood River County, Oregon. If a Property Owner is not the person or entity that receives the property tax statements, a Property Owner shall designate an address for notice other than that stated in the real property records by giving notice of such address to the Port pursuant to Section 5.2 below. Failure of a Property Owner to receive the Port Notice because the address in the real property tax records is not accurate or current and a Property Owner has not given notice of an alternate address for receipt of the Port notice shall not excuse the Property Owner's obligation to pay the Open Space Maintenance Fee, or any accrued interest incurred pursuant to Section 3.1 below.

2.1.1. **Assessment Rate; Amount.** Port shall calculate the amount to be paid by a Property Owner in each year by multiplying the then current assessment rate ("Rate") times the square feet of building space within that Property Owner's portion of the Property for which a temporary or permanent certificate of occupancy has been granted prior to the date of the Port Notice. The building space area will be as stated in the certificate of occupancy.

2.1.2. **Rate Adjustments.** The Rate shall be \$0.25 per building square foot during the Port fiscal year 2014-2015 and be increased or decreased each year by the change in the Consumer Price Index since the last Rate setting action by Port. Port shall use the Consumer Price Index for the Portland-Salem, OR-WA area most recently available from the U.S. Bureau of Labor Statistics.

2.2. **Property Owner Notice to Port.** Sheppard and any subsequent Property Owner shall, prior to the first week of June of each year after the Effective Date, inform Port in writing of the square feet of building space renovated or created since July 1 of the preceding year, if any, for which a temporary or permanent certificate of occupancy has been granted in that period. Whether or not a Property Owner provides such information, the Port may calculate such square footage to compute the amount of an Open Space Maintenance Fee.

2.3. **Payment Due Date.** Property Owner shall pay to Port the Open Space Maintenance Fee amount or amounts stated in the Port Notice on or before the July 1 immediately following the Port Notice. Should July 1 of any year fall on a Saturday, Sunday or National Holiday, payment is due the next business day.

2.4. **Use of Fee.** The Open Space Maintenance Fee shall be used for the maintenance by the Port or a successor public entity of the public open space and rights-of-way on property that the Port, or a successor public entity, maintains in the Waterfront Area.

2.5. **Term.** This Agreement shall commence on the Effective Date and continue and run with the Property for so long as the Port or another public entity owns and

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maintains the public open space and rights-of-way in the Waterfront Area or until earlier terminated by the Port giving written notice of termination to the Property Owner(s).

3. ENFORCEMENT AND COLLECTION

3.1. **Interest.** Failure of the Property Owner to pay to the Port the full amount of the fee assessed by the Port under this Agreement within three (3) business days of the due date shall incur an interest charge against the entire amount of the payment. The penalty interest charge will be determined by adding a margin of six hundred (600) basis points to the highest U.S. Prime Rate published in the Money Rates section of *The Wall Street Journal* on the date payment was due. If *The Wall Street Journal* stops publishing the Prime Rate, Port will select a similar reference rate.

3.2. **Port Right to Remedies.** Port may seek any available remedy in law or equity to enforce this Agreement and collect any and all amounts owed but not paid, by and from a Property Owner, including penalty interest amounts, at any time of its choosing. Port will notify a Property Owner of its intent to pursue enforcement and collection under this Agreement five (5) business days prior to taking action.

4. ATTORNEY'S FEES AND COURT COSTS

4.1. **Right to Recover Costs.** Port is entitled to recover from Property Owner any and all reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs and expenses, including court costs, actually incurred and reasonably necessary in connection the exercise of its rights of enforcement and collection under this Agreement, including but not limited to costs before trial, at trial or on appeal. This provision shall cover costs and attorney fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

5. MISCELLANEOUS PROVISIONS

5.1. **Port Representative.** Port has designated Michael S. McElwee, Executive Director, or his successor, or may designate another person, as the Port Representative. The Port Representative shall have the authority to take action to implement this Agreement on behalf of the Port and shall have such other authority as is specifically assigned to the Port Representative in this Agreement or is otherwise delegated by the Port Commission.

5.2. Notice

5.2.1. Any notice or communication under this Agreement by either Party to the other shall be deemed given and delivered (a) forty-eight (48) hours after being dispatched by registered or certified U.S. mail; postage prepaid, return receipt requested, or (b) when received if personally delivered, and:

5.2.2. In the case of a notice or communication to Sheppard, addressed as follows:

C.M. & W.O Sheppard, Inc.
Attn: Mr. Ben Sheppard
102 State Avenue
Hood River, OR 97031

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5.2.3. In the case of a notice or communication to the Port, addressed as follows:

Mr. Michael S. McElwee
Executive Director
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031

With a copy to:

Mr. Jerry J. Jaques
Jaques Sharp, Attorneys At Law
P.O. Box 457
Hood River, OR 97031

or addressed in such other way in respect to either Party as that Party may, from time to time, designate in writing dispatched as provided in this Section. Notice given in any other manner shall be effective upon receipt by the Party for whom the same is intended.

5.4 **Choice of Law** This Agreement shall be governed by Oregon law.

5.5 **Calculation of Time.** All periods of time referred to herein shall 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. Time is of the essence to this Agreement.

5.6 **Headings.** Titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

5.7 **Failure to Exercise Rights.** No failure by Port to exercise any right granted by this agreement with respect to the performance, or manner or time thereof, of any obligation of the Property Owner or any condition inuring to Port's benefit under this Agreement shall be considered a waiver of any right of Port under this agreement.

5.8 **Entire Agreement.** This Agreement is the entire agreement between the Parties. There is no other oral or written agreement between the Parties with regard to this subject matter. There are no oral or written representations made by a Party, implied or express, other than those contained in this Agreement.

5.9 **Severability.** If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

5.10 **Modifications.** Any modifications to this Agreement shall be made in writing and executed by both Parties. The Parties recognize that circumstances may change and that it may be in the interest of both Parties that Agreement be amended from time to time. For this reason, each of the Parties will consider changes that may be proposed by the other during the term of this Agreement. Port Representative may approve minor modifications to this Agreement without Port Commission approval. "Minor

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Modifications" include corrections of errors, clarifications, or minor modifications that do not change the substantive content of the Agreement.

All other modifications to the Agreement must be approved by the Port Commission.

5.11 **Successors and Assigns.** The benefits conferred by this Agreement, and the obligations assumed thereunder, shall inure to the benefit of and bind the successors and assigns of the Parties.

5.12 **Runs with the Property; Recording of Agreement.** This Agreement runs with the Property and will apply to any and all portions of the Property after land division and conveyance. The Port shall record this Agreement in the Hood River County deed records within thirty (30) days of the Effective Date.

Executed in multiple counterparts as of the day and year first above written.

PORT OF HOOD RIVER, OREGON

By: _____
Michael S. McElwee, Executive Director

APPROVED AS TO FORM:

Port General Counsel

C.M. & W.O SHEPPARD, INC.

By: _____
Benjamin C. Sheppard, Vice-President

[Acknowledgements on next page]

STATE OF OREGON)
) ss.
COUNTY OF HOOD RIVER)

This instrument was acknowledged before me on _____, 2015, by Michael S. McElwee, Executive Director of the PORT OF HOOD RIVER.

Notary Public for
My commission expires:_____

STATE OF OREGON)
) ss.
COUNTY OF HOOD RIVER)

This instrument was acknowledged before me on _____, 2015, by Ben Sheppard, President of C.M. & W.O SHEPPARD, INC., an Oregon corporation, as its duly authorized representative.

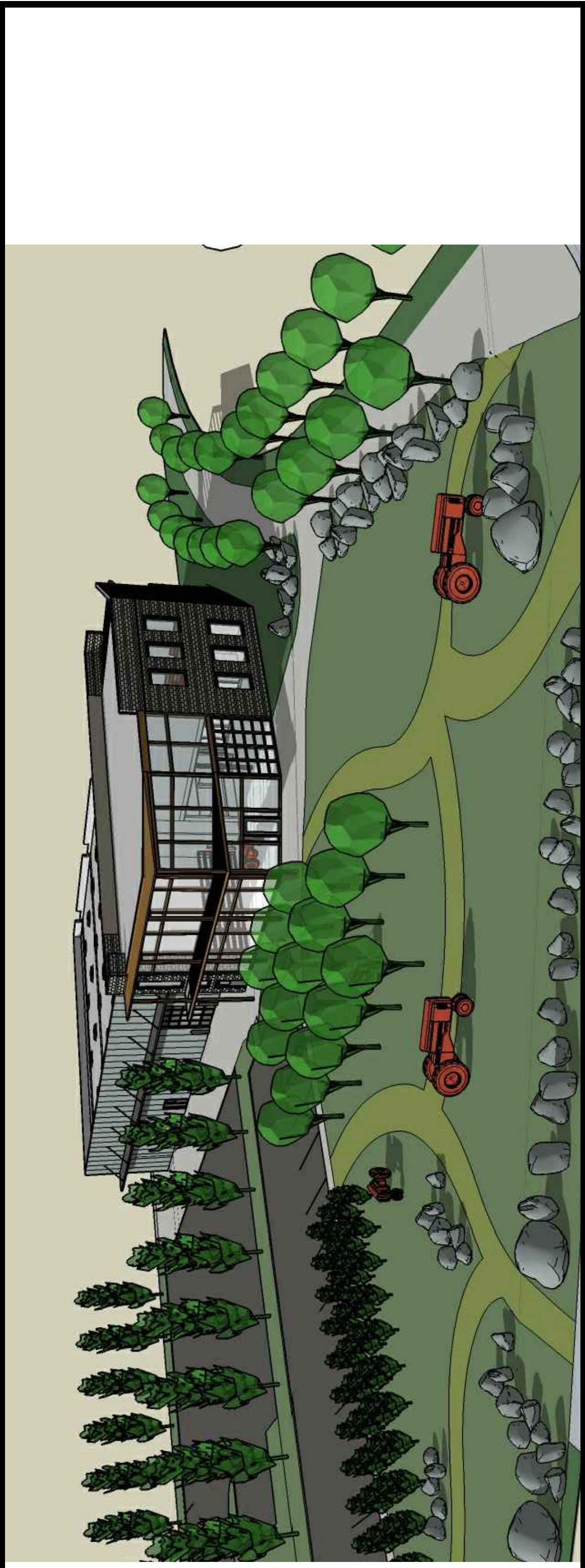
Notary Public for
My commission expires:_____

**EXHIBIT F
SCOPE OF DEVELOPMENT**

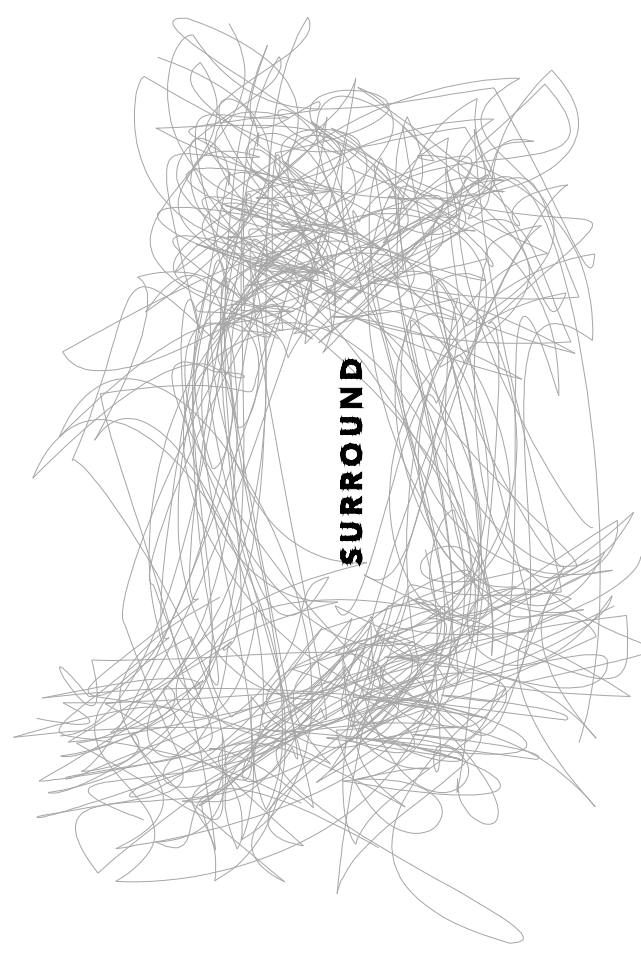
sheppards

hood river, oregon

30% DESIGN DEVELOPMENT | 03.26.2015
ISSUED TO: OWNER, CONTRACTORS FOR PRICING



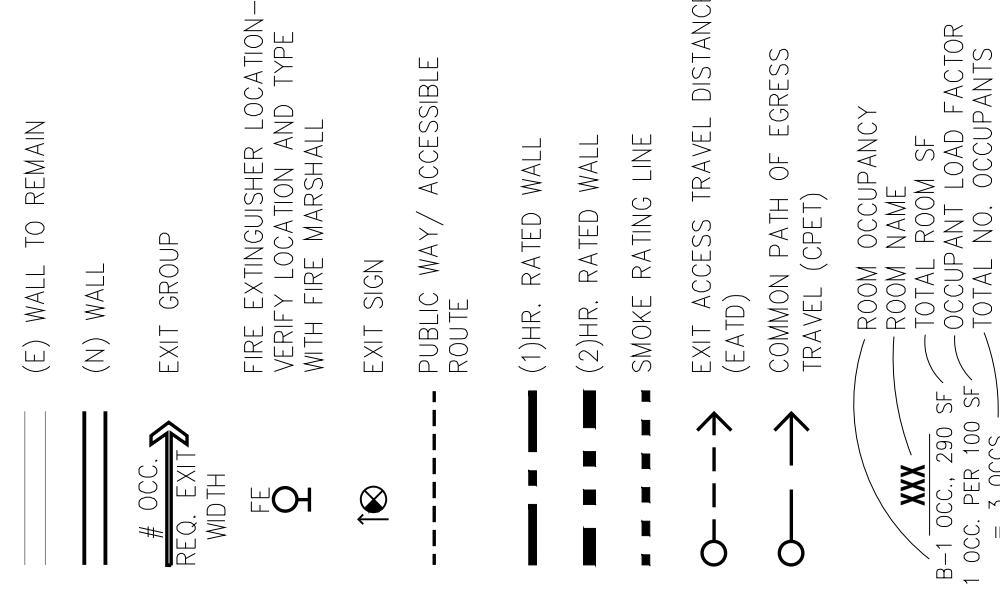
RENDERINGS (VARIES FROM FINAL DESIGN)



DRAWING NOTES

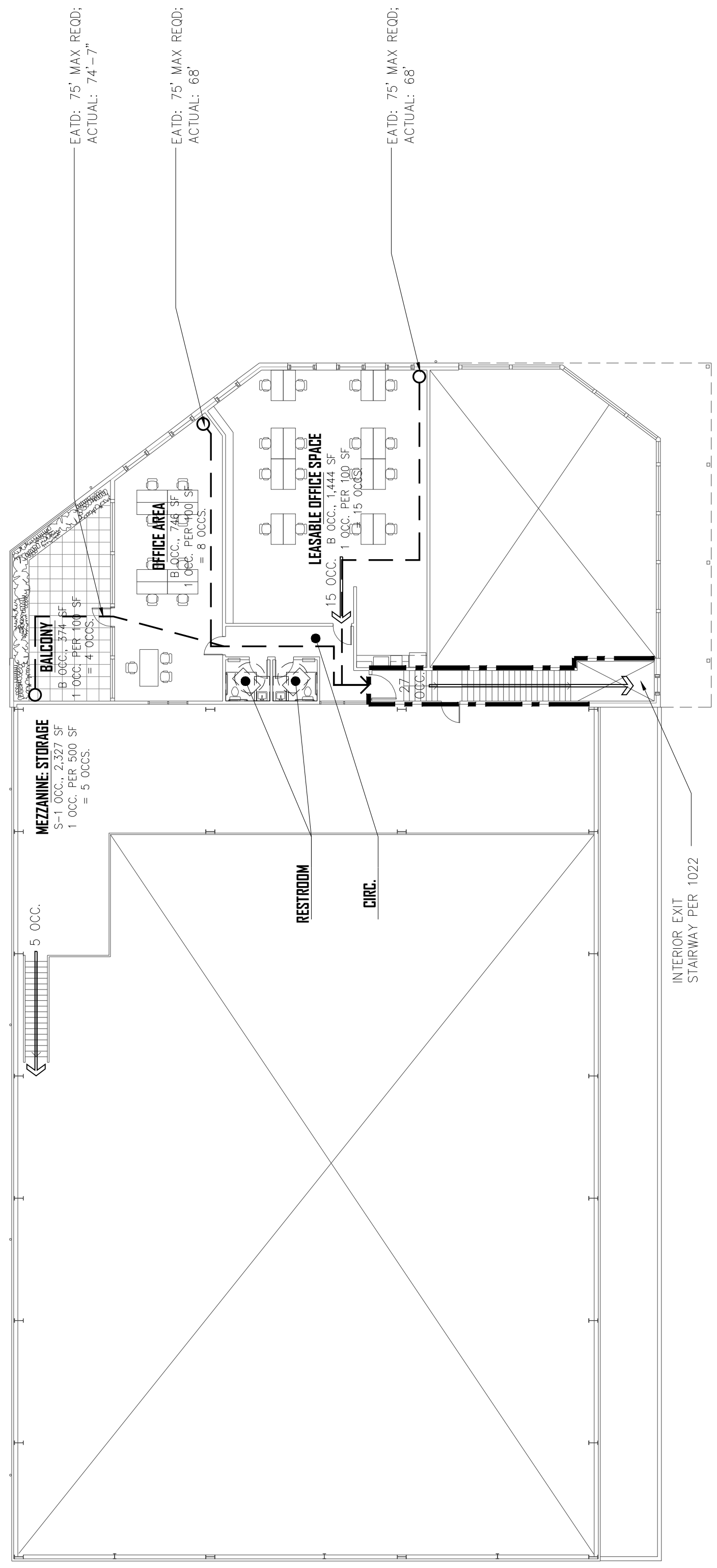
- SEE 0001 FOR PROJECT DESCRIPTION AND PROPERTY DATA.
- SEE 0102 FOR OCCUPANCY AND AREA.
- ALL ROOFS SHALL HAVE CLASS C ROOF COVERINGS, UNO.
- MORE NOTES? EDIT THESE!

LEGEND

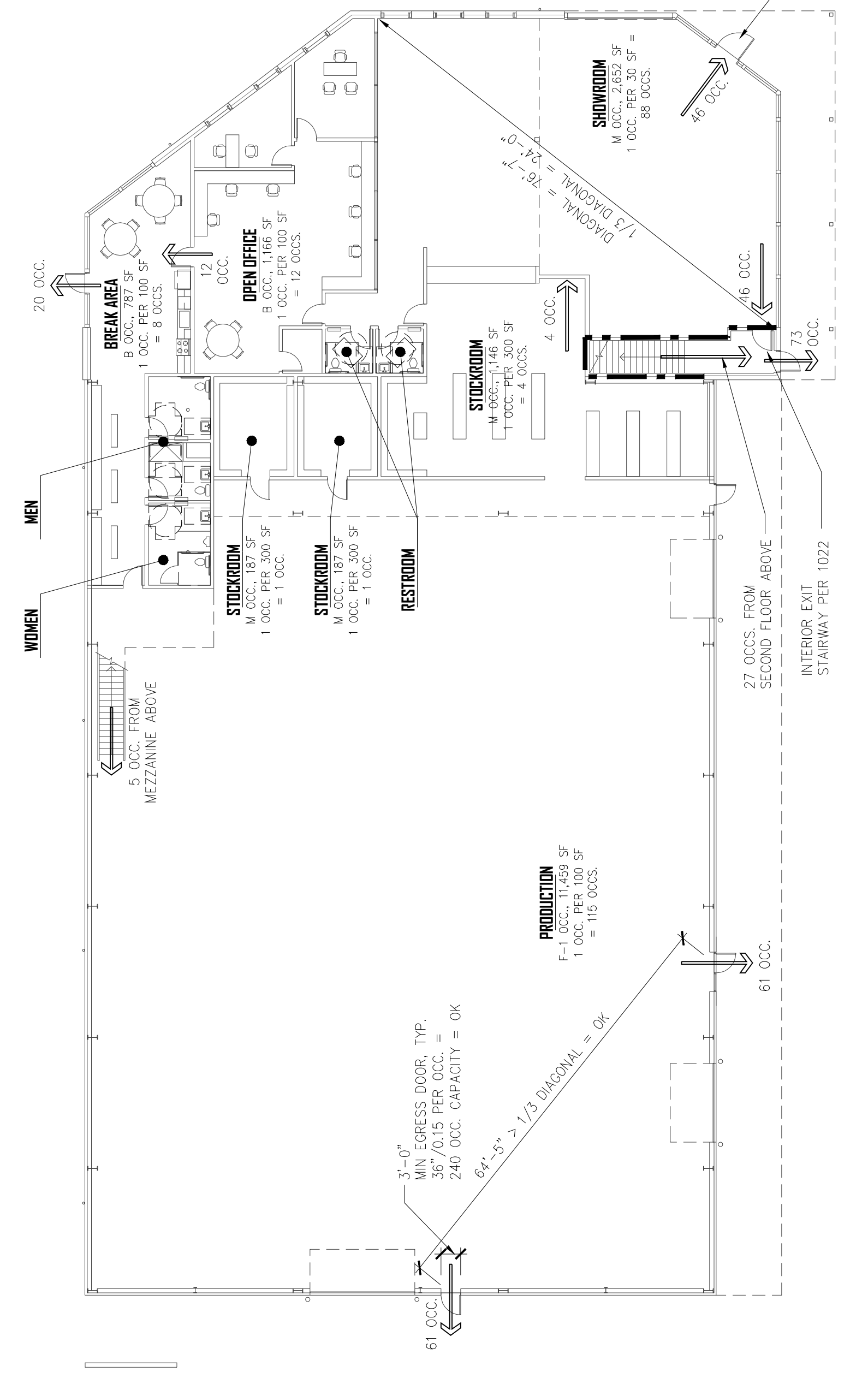


CODE ANALYSIS

JURISDICTIONAL AUTHORITY: CITY OF HOOD RIVER
 APPLICABLE CODES: 2014 OREGON STRUCTURAL SPECIALTY CODE (OSSC); 2014 OREGON ENERGY EFFICIENCY SPECIALTY CODE.
 OCCUPANCY (CHAPTER 33):
 GROUND FLOOR: B, BUSINESS / F-1, MODERATE HAZARD FACTORY INDUSTRIAL / M, MERCANTILE
 SECOND FLOOR: B, BUSINESS / S-1, MODERATE HAZARD STORAGE
 ALLOWABLE HEIGHT & AREA (TABLE 503):
 HT = 40'-0" HT. = 60'-0" ACTUAL
 B = 2 STORIES, 9,000 SF / STORY B = 3 STORIES, 30,780 SF / STORY HT. = 37'-0"
 F-1 = 1 STORY, 8,500 SF / STORY F-1 = 2 STORIES, 29,070 SF / STORY F-1 = 1 STORY, 11,459 SF (GROUND)
 M = 1 STORY, 9,000 SF / STORY M = 2 STORIES, 30,780 SF / STORY M = 1 STORY, 3,534 SF (GROUND)
 S-1 = 1 STORY, 9,000 SF / STORY S-1 = 2 STORIES, 30,780 SF / STORY S-1 = 2 STORIES, 2,327 SF (SECOND)
 BUILDING AREA MODIFICATIONS (SECTION 506):
 SECTION 506.1: EQUATION 5-1: $A_g = [(A + X)H] + (A1 + X)H1$
 B OCCUPANCY: $A1 = 9,000$ SF $A_g = 29,070$ SF (ALL AREA PER STORY)
 M OCCUPANCY: $A1 = 9,000$ SF $A_g = 30,780$ SF (ALL AREA PER STORY)
 S-1 OCCUPANCY: $A1 = 9,000$ SF $A_g = 29,070$ SF (ALL AREA PER STORY)
 FRONTAGE INCREASE (BUILDING AREA INCREASE)
 SECTION 506.2: EQUATION 5-2: $If = [(F/P) - 0.25]W/30$
 F = 399' (BUILDING PERIMETER FRONTING OPEN SPACE)
 P = 595' (ENTIRE BUILDING PERIMETER)
 W = 30.0' (WIDTH OF OPEN SPACE)
 If = 0.42
 AUTOMATIC SPRINKLER SYSTEM INCREASE
 SECTION 506.3: Is = 2 (BUILDING AREA IS PERMITTED TO BE INCREASED AN ADDITIONAL 200%)
 SEPARATED OCCUPANCIES (SECTION 509.4)
 ALLOWABLE BUILDING AREA (SECTION 508.4.2): PER STORY, SUM OF RATIOS OF EACH SEPARATED OCCUPANCY AREA DIVIDED BY ALLOWABLE BUILDING AREA OF EACH SEPARATED OCCUPANCY < 1.0:
 GROUND FLOOR:
 F-1 OCC M OCC S-1 OCC
 $3,008$ SF $11,459$ SF $3,534$ SF
 $29,070$ SF $30,780$ SF $30,780$ SF
 = .170 < 1.0 - OK
 OCCUPANCY SEPARATION (TABLE 508.4): B/F-1/M/S-1: NONE REQUIRED
 CONSTRUCTION TYPE (CHAPTER 6): TYPE V-B
 FIRE RESISTIVE REQUIREMENTS (TABLE 601):
 EXTERIOR NON-BEARING WALLS & PARTITIONS 0 HOURS
 INTERIOR NON-BEARING WALLS & PARTITIONS 0 HOURS
 EXTERIOR BEARING WALLS 0 HOURS
 ROOF CONSTRUCTION 0 HOURS
 FIRE RESISTANCE RATING FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE (TABLE 602):
 FIRE SEPARATION DISTANCE CONSTR TYPE OCCUPANCY
 ALL (V-B) F-1/M/S-1: 2 HR
 B: 1 HR
 X' < 5'
 5' ≤ X' < 10'
 10' ≤ X' < 30'
 EXTERIOR WALL OPENINGS (SECTION 705, TABLE 705.B)
 FIRE SEPARATION DISTANCE DEGREE OF OPENING PROTECTION ALLOWABLE AREA
 X' < 3' UNPROTECTED, SPRINKLERED NOT PERMITTED
 20' ≤ X' UNPROTECTED, SPRINKLERED NO LIMIT
 FIRE PROTECTION SYSTEMS (SECTION 903): THIS BUILDING IS FULLY SPRINKLERED.
 OCCUPANT LOAD (TABLE 1084.1.1): SEE CODE PLANS THIS DRAWING (1, 2, 3/6101)
 COMMON PATH OF EGRESS TRAVEL (TABLE 1014.3): B/F-1/S-1 OCC. (WITH SPRINKLERS): 100' MAX. M OCC. (WITH SPRINKLERS): 75' MAX.
 EXIT ACCESS TRAVEL DISTANCE (TABLE 1016.2): B OCC (WITH SPRINKLERS): 300' MAX; F-1/M/S-1 OCC. (WITH SPRINKLERS): 250' MAX.
 EXITS FROM STORIES (SECTION 1021.2, TABLE 1021.2(2)): SECOND STORY WITH ONE EXIT, B/S OCC; MAX 29 OCCUPANTS, MAX 75' EXIT ACCESS TRAVEL DISTANCE.
 ACCESSIBLE PARKING FACILITIES (SECTION 1108.1):
 24 TOTAL PARKING SPACES PROVIDED IN LOT = 1 ACCESSIBLE SPACE, INCLUDING 1 VAN ACCESSIBLE SPACE REQUIRED & PROVIDED.
 ROOF ASSEMBLY FIRE CLASSIFICATION (TABLE 1505.1): CONSTRUCTION TYPE V-B = CLASS C ROOF COVERING IS REQUIRED.
 PLUMBING FIXTURES (TABLE 29-A):
 B, BUSINESS & S-1, STORAGE: 68 OCCS. / 2 = 34 MALE, 34 FEMALE. PROVIDED FIXTURES: (REQUIRED ARE IN PARENTHESES)
 M, MERCANTILE: 80 OCCS. / 2 = 40 MALE, 40 FEMALE. PROVIDED FIXTURES: (REQUIRED ARE IN PARENTHESES)
 F-1, INDUSTRIAL: 115 OCCS. / 2 = 58 MALE, 58 FEMALE. PROVIDED FIXTURES: (REQUIRED ARE IN PARENTHESES)



2 LEVEL 2 - CODE PLAN
1/8" = 1'-0"



1 GROUND LEVEL - CODE PLAN
1/8" = 1'-0"

AREA SUMMARY

GROUND FLOOR	17,905 SF
SECOND FLOOR	5,146 SF
TOTAL	23,051 SF

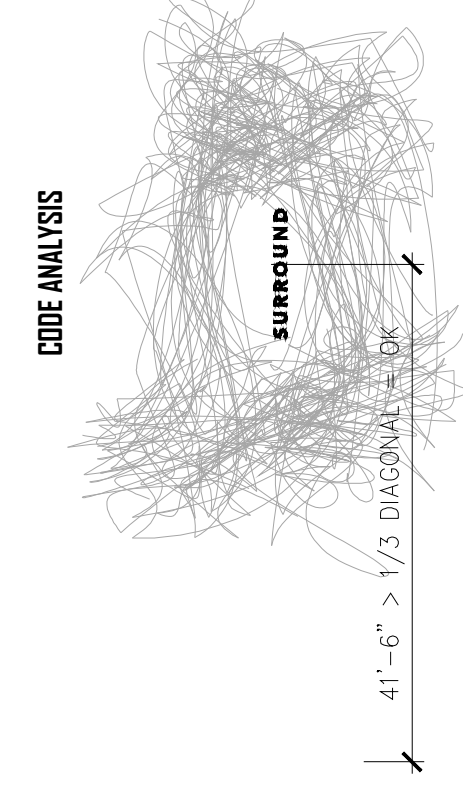
OCCUPANT SUMMARY

FACTORY	100 SF / OCC	115 OCC
BUSINESS	100 SF / OCC	47 OCC
MERCANTILE	300 SF / OCC	94 OCC
STORAGE	500 SF / OCC	5 OCC
TOTAL		261 OCC

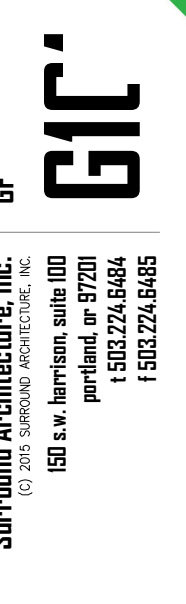
PARKING (SECTION 1104.1)
 (24) SPACES PROVIDED TOTAL:
 (1) VAN ACCESSIBLE SPACE PROVIDED
 ENERGY CODE
 SEE COMCHECK FORMS ???

DRAWING REVISIONS

NO.	DATE



SHEPPARDS
 DATE: 02.26.2015
 PHASE: 30% DESIGN DEV.
 PROJECT: HOOD RIVER OR
 DRAWN BY: GF
 SURROUND ARCHITECTURE, INC.
 150 S.W. HARRISON AVENUE, SUITE 100
 HOOD RIVER, OREGON 97113
 503.224.8686
 188.224.4665



TERRA SURVEYING
TOPOGRAPHIC SURVEY
for
THE SHEPPARD'S
TAX LOTS 120 & 132, HOOD RIVER COUNTY ASSESSORS MAP 3N-10E-25

- LEGEND:**
- FOUND 5/8" IRON ROD, NO CAP, UNLESS NOTED
 - CALCULATED, NOT FOUND OR SET
 - ⊙ SANITARY SEWER MANHOLE
 - ⊙ STORM SEWER MANHOLE
 - W WATER VALVE
 - WM WATER METER
 - ⊙ FIRE HYDRANT
 - ⊙ CATCH BASIN
 - * STREET/PARKING LOT LIGHT
 - ELECTRIC BOX FOR LIGHTS
 - IN GROUND UTILITY VAULTS
 - ⊙ STORM LINE STUB
 - IRRIGATION VALVE
 - ⊙ TELEPHONE PEDESTAL
 - ⊙ SIGN
 - ⊙ SPOT ELEVATION
 - ⊙ 4" BLOSSOMING FRUIT TREE
 - ⊙ 2"-6" DECORATIVE DECIDUOUS TREE

- LINE LEGEND:**
- STORM SEWER LINE
 - SANITARY SEWER LINE
 - WATER LINE
 - BURIED POWER LINE
 - CENTURY LINK LINE
 - NATURAL GAS LINE
 - BURIED FIBER OPTIC
 - NO PPL NO CHARTER COMMUNICATIONS
 - NO NATURAL GAS

BASIS OF BEARING
HOOD RIVER COUNTY SUBDIVISION PLAT #2009-4121
BASIS OF BEARING ORIGIN
U.S.G.S STATION PONDER-2
N.A.V.D 1983 (1988 ADJUSTMENT)
LATITUDE = 45°42'39.71105" (N)
LONGITUDE = 123°05'00.00000" (W)
ORTHOMETRIC HEIGHT OF 1026.38 METERS (3367.74')
N.A.V.D. 1988 USING THE 1989 GEOID FOR THE U.S.
BASIS OF BEARINGS OF THE SURVEY IS OREGON
STATE PLANE
NORTH ZONE (3601), GRID BEARINGS &
INTERNATIONAL FEET.

NOTE: EXISTING STORM LINE
AS FIELD LOCATED BY CITY
LOCATES DOES NOT FALL
WITHIN EXISTING 15' WIDE
STORM EASEMENT PER
PLAT NO. 8917.

LANDSCAPED AREA
OF LAURAL HEDGES
AND VARIOUS SHRUBS

LOCATION OF OLD
CONCRETE FOUNDATION,
SINCE BEEN REMOVED

AN EXISTING 15 FOOT
WIDE STORM EASEMENT
AS SHOWN ON PARTITION
PLAT #8917.

15' FOOT WIDE CITY WATERLINE EASEMENT.
SAID EASEMENT IS SUBJECT TO RELOCATION
BY PROPERTY OWNER IF THE RELOCATION
EASEMENT IS THE FUNCTIONAL EQUIVALENT
OF THIS EASEMENT. THE RELOCATION
OF THIS EASEMENT WILL OCCUR UPON
RELOCATION OF THE WATERLINE AND
RECORDING AN EASEMENT FOR THE
RELOCATION WATERLINE.

5/8" IRON ROD
FOUND NO CAP

5/8" IRON ROD
FOUND NO CAP

5/8" IRON ROD
FOUND NO CAP

5/8" IRON ROD
FOUND NO CAP

5/8" IRON ROD
FOUND NO CAP

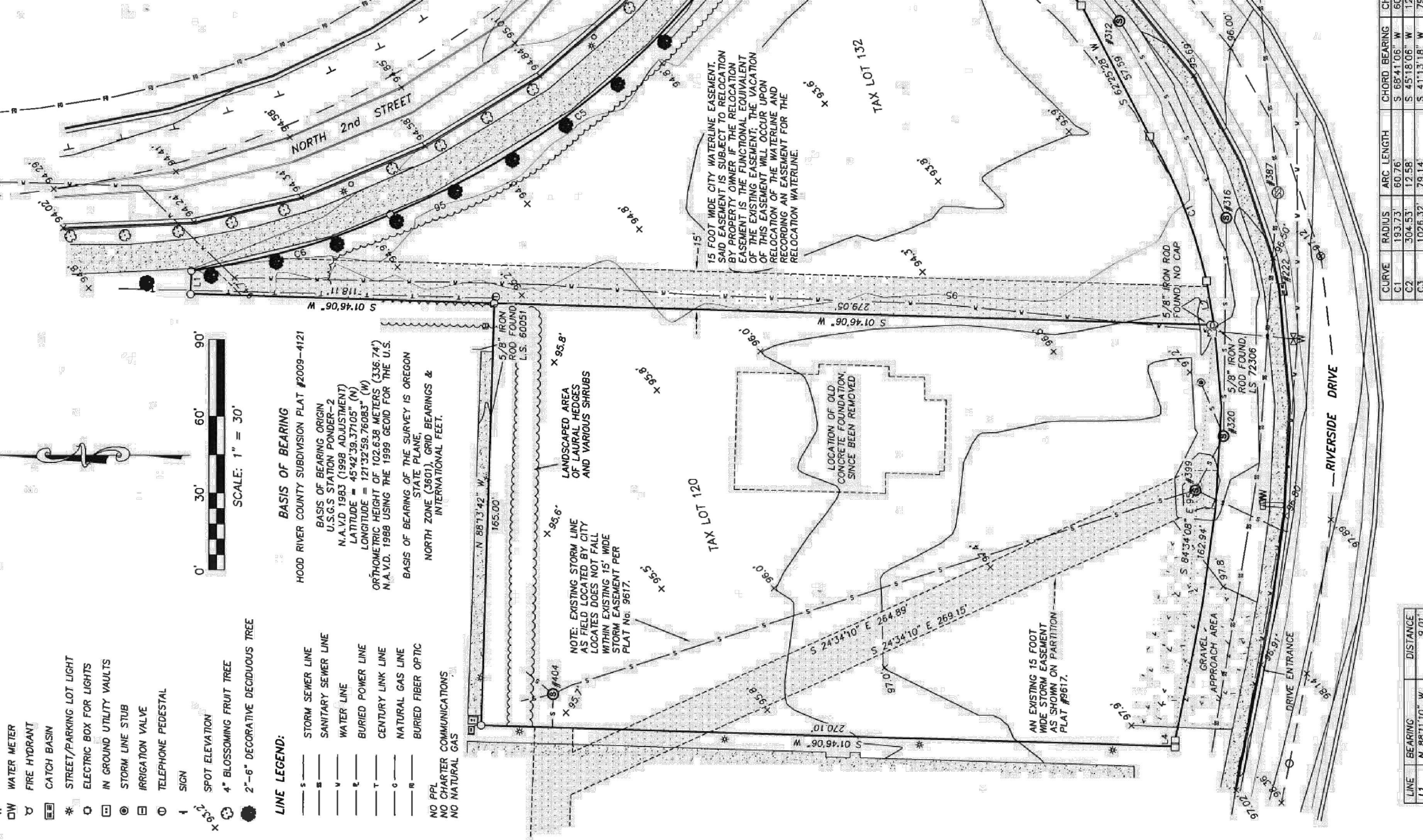
5/8" IRON ROD
FOUND NO CAP

5/8" IRON ROD
FOUND NO CAP

5/8" IRON ROD
FOUND NO CAP

- STORM SEWER:**
- STORM MANHOLE #312
6" PVC IE (SE) = 88.27'
8" RCP IE (E) = 87.90'
15" RCP IE (W) = 87.85'
 - STORM MANHOLE #316
RIM = 87.29'
12" CMP IE (SW) = 81.24'
12" CMP IE (SE) = 86.48'
15" RCP IE (E) = 83.14'
15" RCP IE (W) = 83.09'
 - STORM MANHOLE #320
RIM = 86.23'
6" PVC IE (NE) = 80.33'
24" RCP IE (E) = 81.83'
24" RCP IE (W) = 81.78'
 - STORM MANHOLE #339
15" RCP IE (NW) = 77.46'
18" RCP IE (S) = 76.37'
24" RCP IE (E) = 76.27'
 - *SEWAGE IN BOTTOM OF
DEEP MANHOLE MADE IT
DIFFICULT TO GET TRULY
ACCURATE DEPTHS.

- SANITARY SEWER:**
- SANITARY MANHOLE #287
RIM ELEV = 86.62'
12" RCP IE (E) = 88.02'
12" RCP IE (W) = 87.97'



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	193.73	60.76	S 88°41'06" W	60.51	17°58'10"
C2	304.53	72.38	S 43°18'06" W	72.38	06°22'05"
C3	30.20	47.16	S 07°46'31" E	42.51	89°29'00"
C4	311.52	166.95	N 37°24'24" W	164.96	30°42'22"
C5	281.93	80.65	N 15°50'35" W	80.38	16°23'28"

LINE	BEARING	DISTANCE
L1	N 89°51'10" W	2.36
L2	N 89°51'10" W	2.36
L3	N 89°51'10" W	2.36
L4	N 89°51'10" W	2.36

REGISTERED
PROFESSIONAL
LAND SURVEYOR
FOR REVIEW
OREGON 2005
Dennis W. CARLSON
ERIK 79308
Expires: December, 2015

TERRA SURVEYING
P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE: (541) 386-4531
E-Mail: terra@terra.net
www.terrasurveying.com
DATE: JANUARY, 2015
SCALE: 1" = 30'
PROJECT: 14151

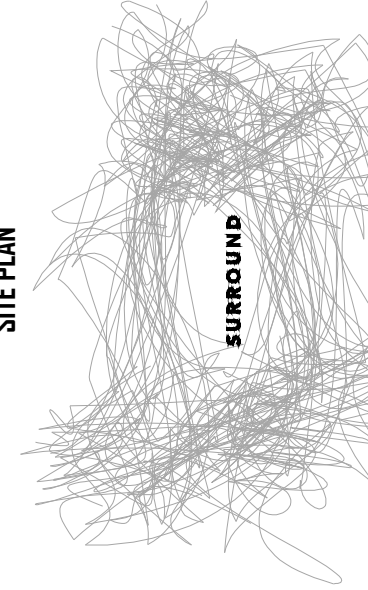
DRAWING REVISIONS
NO. DATED

SITE SURVEY PLAN

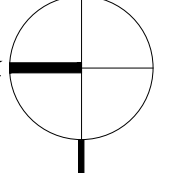
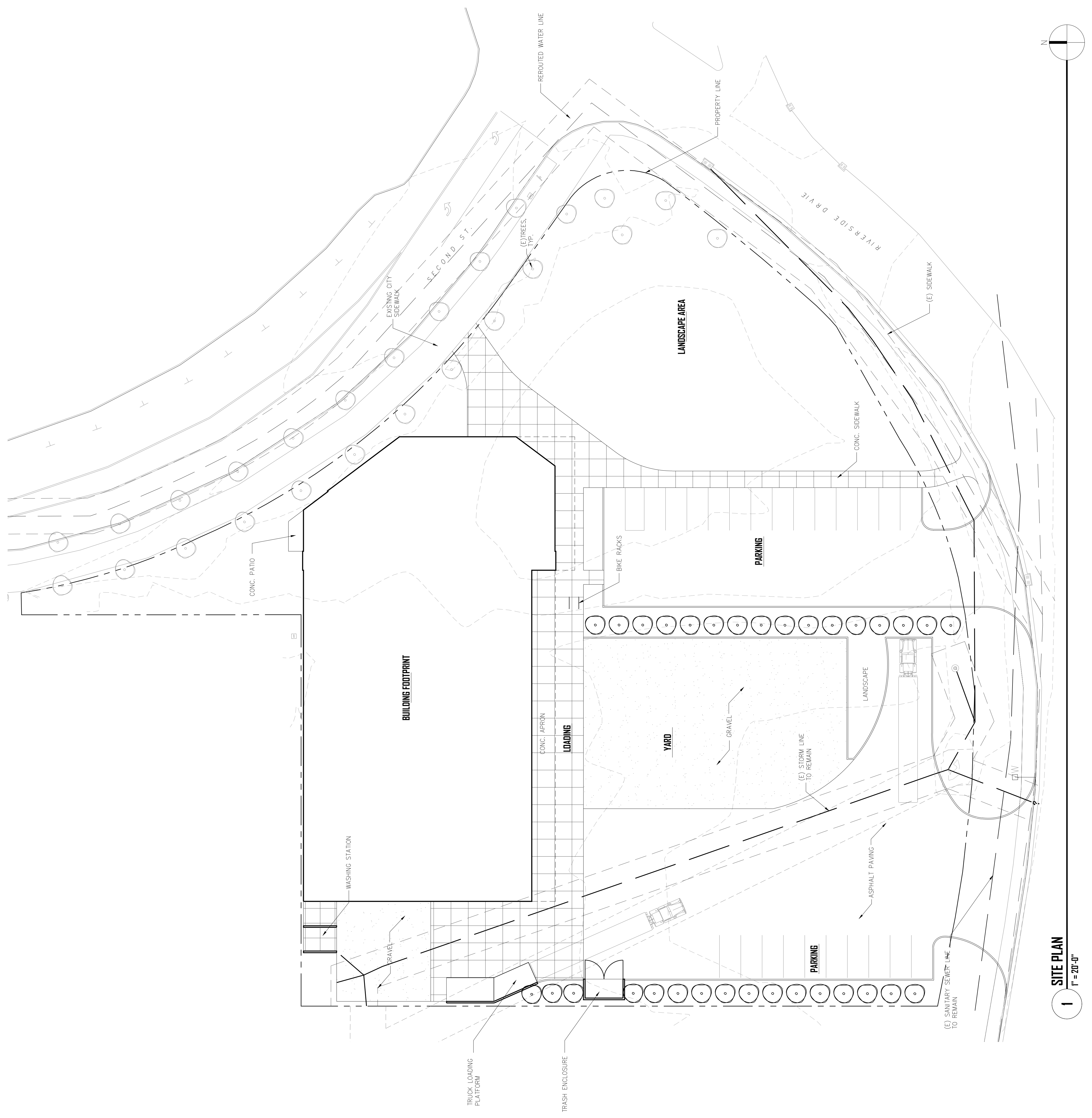
date: 02.26.2015
phase: 30% DESIGN DEV.
HOOD RIVER, OR
SHEPPARD'S

Surround Architecture, Inc.
150 S.W. Harrison, Suite 100
Portland, OR 97201
503.224.8884
158.224.8885

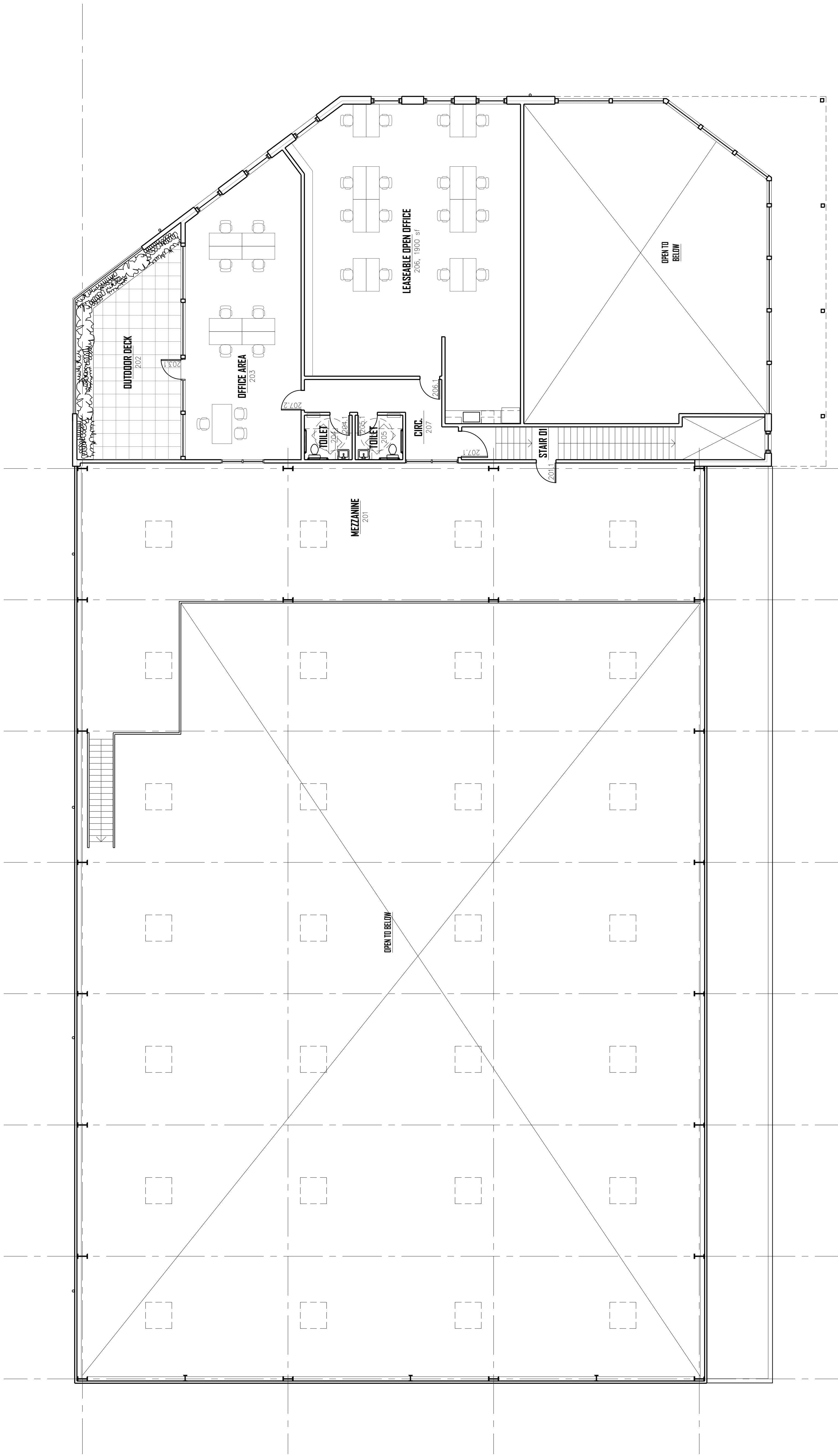
AD
ACTION ITEMS



DRAWING REVISIONS	
NO.	DATE



1 SITE PLAN
1" = 20'-0"



DRAWING REVISIONS

NO.	DATE	DESCRIPTION

SECOND FLOOR PLAN

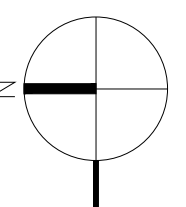
SURROUND

date: 03.26.2015
 phase: 30% DESIGN DEV.
 location: HOOD RIVER, OR
 drawn by: RW

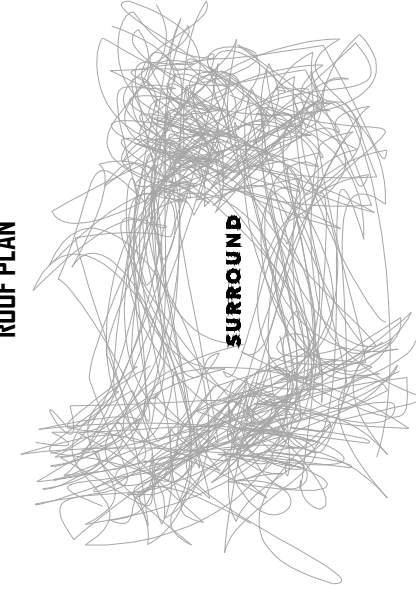
SHEPPARDS

Surround Architecture, Inc.
 10100 SE BROADWAY, SUITE 100
 HOOD RIVER, OR 97106
 503.224.4984
 188.224.4985

AIC

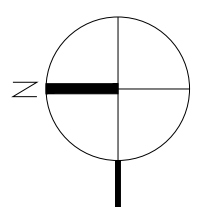
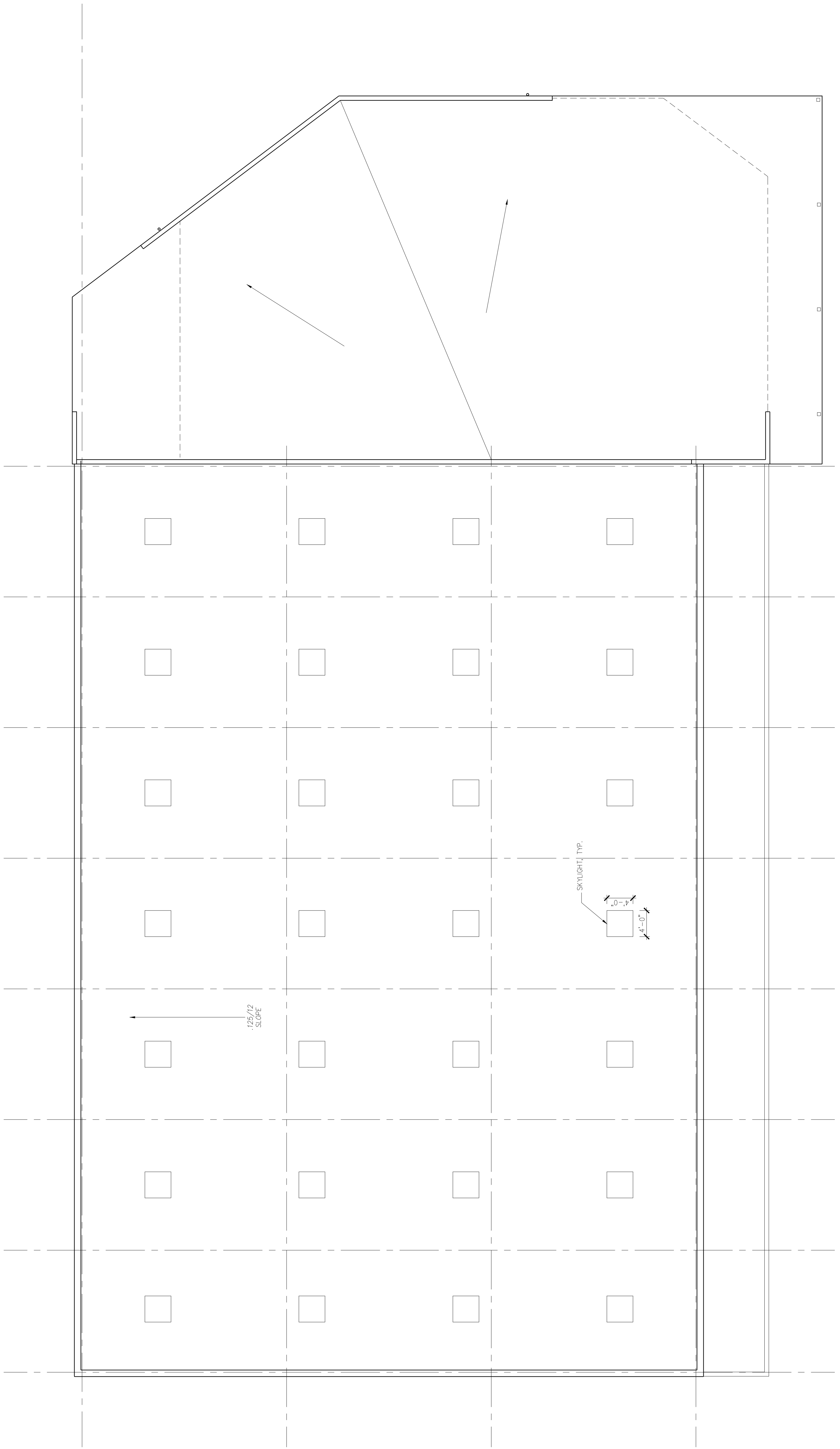


1 SECOND FLOOR PLAN
 1/16"=1'-0"

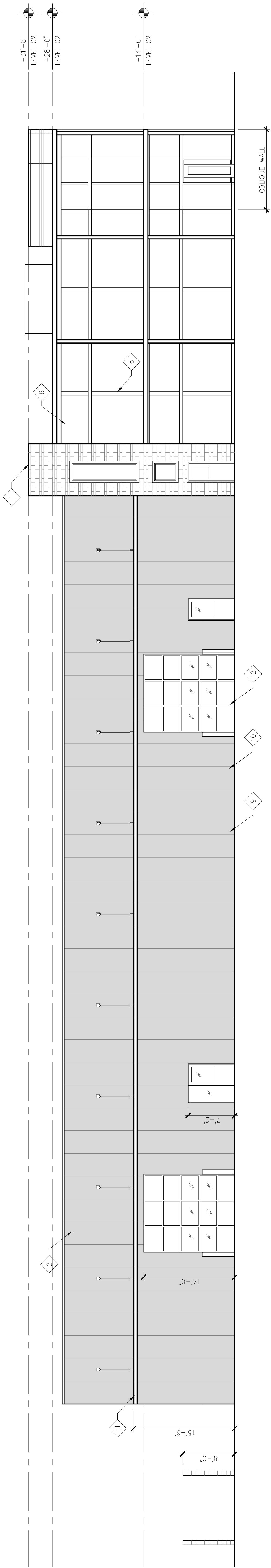


DRAWING REVISIONS

NO.	DATE



1
ROOF PLAN
1/16"=1'-0"

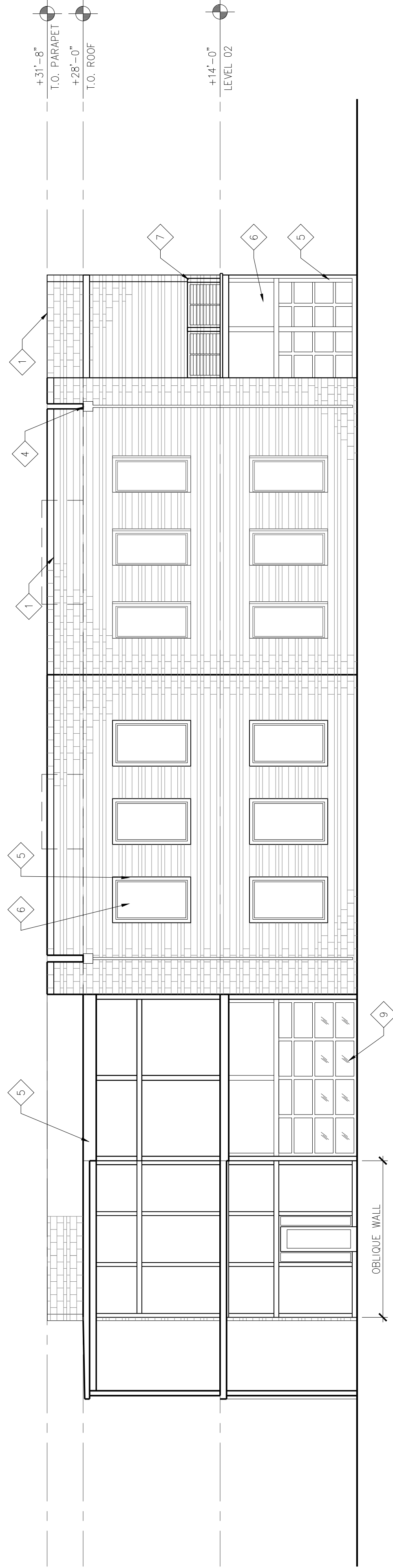


1 SOUTH ELEVATION

1/8"=1'-0"

KEYED NOTES

- 1 GROUND FACE CMU
- 2 INSULATED METAL PANEL 1
- 3 INSULATED METAL PANEL 2
- 4 PTD METAL COLLECTION BOX AND DOWN SPOUT
- 5 CEDAR CLADDING
- 6 ALUM. CLAD WOOD WINDOW
- 7 PAINTED RAIL
- 8 WOOD SIDING / SCREEN WALL
- 9 GLAZED ALUM. OVERHEAD DOOR
- 10 BOLLARD
- 11 PAINTED STEEL CANOPY
- 12 HOLLOW METAL DOORS AND RELTIES



2 EAST ELEVATION

1/8"=1'-0"

DRAWING REVISIONS

NO.	DATE

EXTERIOR ELEVATIONS

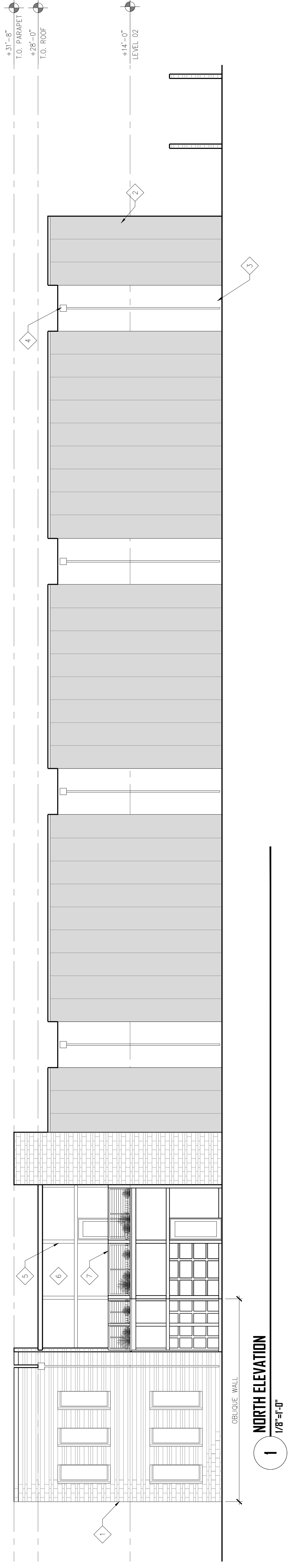
SURROUND

SHEPPARDS
date: 02.26.2015
phase: 30% DESIGN DEV.
HOOD RIVER, OR
designed by: ELO

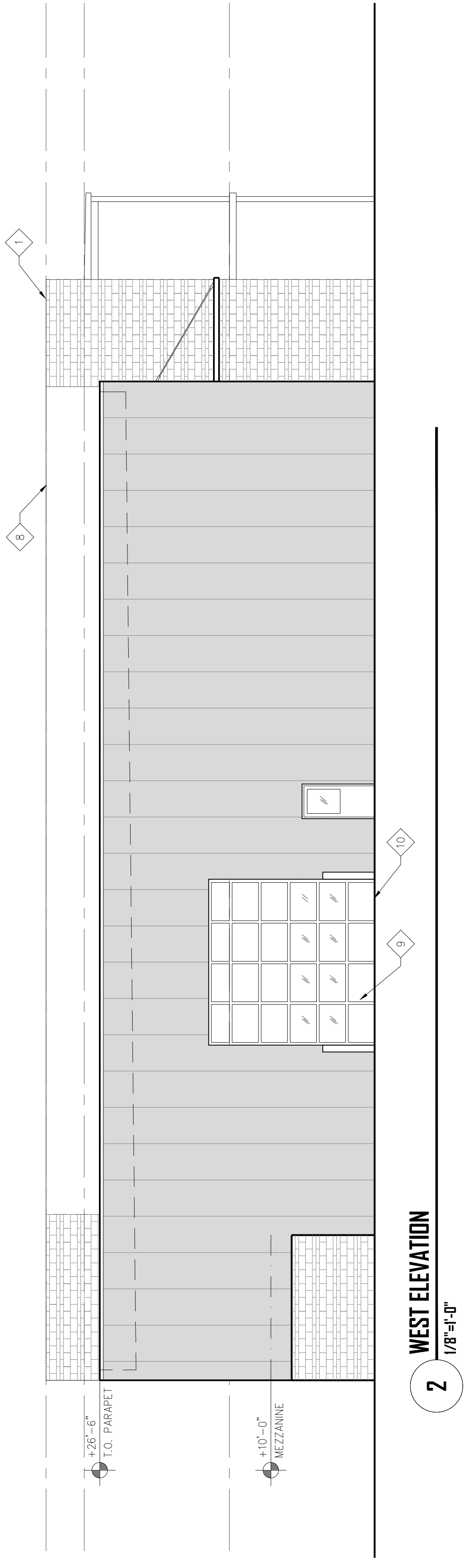
Surround Architecture, Inc.
10100 SE ARDENWOOD AVENUE, SUITE 100
PORTLAND, OR 97206
503.224.4686
188.224.4685

A31

ACTION ITEMS



1 NORTH ELEVATION
1/8"=1'-0"



2 WEST ELEVATION
1/8"=1'-0"

KEYED NOTES

- 1 GROUND FACE CMU
- 2 INSULATED METAL PANEL 1
- 3 INSULATED METAL PANEL 2
- 4 PTD METAL COLLECTION BOX AND DOWN SPOUT
- 5 CEDAR CLADDING
- 6 ALUM. CLAD WOOD WINDOW
- 7 PAINTED RAIL
- 8 WOOD SIDING / SCREEN WALL
- 9 GLAZED ALUM. OVERHEAD DOOR
- 10 BOLLARD
- 11 PAINTED STEEL CANOPY
- 12 HOLLOW METAL DOORS AND RELTIES

DRAWING REVISIONS

NO.	DATE

EXTERIOR ELEVATIONS

SHEPPARDS
date: 03.26.2015
phase: 30% DESIGN DEV.
HOOD RIVER, OR
designed by: ELO

Surround Architecture, Inc.
10101 S.W. BARSTON AVENUE, SUITE 100
PORTLAND, OR 97201
503.224.4984
188.224.4985

A3C
ACTION ITEMS

EXHIBIT G
WATERFRONT BUSINESS PARK DESIGN GUIDELINES

PORT OF HOOD RIVER
WATERFRONT BUSINESS PARK

DESIGN GUIDELINES

July, 2010

These Design Guidelines (Guidelines) have been adopted by the Port of Hood River Commission (Port) to ensure that high quality site planning, architecture, engineering and landscape architecture are developed and maintained throughout the Hood River Waterfront Business Park (Park).

I. GENERAL APPLICATION

- A. These Guidelines apply to all development projects carried out on land leased or purchased from the Port located within the Park. The Guidelines will typically be used in association with disposition agreements, leases or other contracts which will reflect the unique requirements, such as schedule and compliance actions, for individual projects. "Development" includes any building or site improvement, construction, renovation or rehabilitation, and exterior alterations to existing buildings. Notwithstanding the generality of the preceding sentence, the Guidelines do not apply to:
1. Interior modifications which do not alter the exterior appearance of a building;
or
 2. A development that the Port has exempted from the application of the Guidelines;
- B. The Port may limit application or waive specified Guidelines in its sole discretion.
- C. In addition to applicable Guidelines, proposed development in the Waterfront Business Park shall conform to the requirements of other governing bodies, including but not limited to, the City of Hood River (City).
- D. The Port will review proposed development based upon the purposes of these Guidelines set out in Sections III.A and IV.A below, as implemented through the criteria of Sections III.B and IV. B. below, and considering the available facts regarding the particular development, and the best interests of property owners in the Park.

II. REVIEW PROCESS

The Port will review and approve Plans for all development in the Park using the following process. The Port's authority is exercised in its proprietary capacity as seller or lessor of property, and the Port's decisions relating to the Guidelines are not land use decisions. During the review, the Port will consider the unique aspects of each development and assist individual developers or tenants as necessary to avoid delay or inconveniences in the execution of plans. It is not the Port's intent to dictate design features. The Port encourages creative design, quality development and collaboration between developers and businesses which will enhance the Park.

For each development, the property owner will designate its representative(s) for engagement with the Port, and the Port is entitled to rely on the statements of the representatives as those of the owner. For purposes of these Guidelines, an owner or its representative with authority to act on behalf of the owner will be referred to as the "developer." The Port shall act through its Executive Director or his/her designee.

Adopted by Port Commission July 20, 2010

A. Preliminary Plan Review Meeting

A pre-design and orientation meeting shall be held with the developer, architect and Port staff to discuss the proposed development, design concept, and specific considerations associated with these Guidelines ("Preliminary Plan Review"). This meeting will provide initial Port design input and an overview of the review process. This meeting should be held in the early stages of development design. The Port may provide input and recommendations based on the preliminary plans during the meeting, and during any period after the meeting to which the parties may agree. However, the Port's recommendations are not binding on the developer. The Port need not produce a written record of this meeting, unless the Port determines that the proposed development is clearly not subject to these Guidelines, in which case, the Port will notify the developer of that determination, and the developer need not continue in the review process.

B. Plan Review

Unless the Port notifies the developer as a result of the Preliminary Plan Review that the Guidelines do not apply, prior to submitting a development plan to the City of Hood River for regulatory Site Plan review, the developer shall provide draft site plans to the Port, and obtain Port approval of those plans. These site plans are intended to provide as much detail as possible on the development to determine conformance with the Design Guidelines.

Preliminary plans shall consist of the following:

1. A cover sheet or page showing general project information including project title, date, owner, developer, architect/engineer team, engineer, address for notices to the developer, the development schedule and project location.
2. A brief development summary describing the project including, intended uses, employee projection, hours of operation, estimated traffic impact and truck access needs, building size, parking, landscape concept, building design intent, noise, light, or odors associated with the proposed use, and any other pertinent project information requested by the Port as a result of the Preliminary Plan Review.
3. Site plan drawn to an appropriate scale showing:
 - (1) The location and dimensions of property lines, street rights-of-way, easements (proposed and existing) and setbacks (buildings, parking, etc.).
 - (2) Building location;
 - (3) Driveway/ curb cut locations and sizes;
 - (4) Parking, loading and service area layout, including designated parking areas for employee, visitor, or other limited use parking areas, maneuvering areas, outdoor storage and refuse collection locations;
 - (5) Location of sidewalks and pedestrian paths;
 - (6) Type and location of planting material and landscape features;
 - (7) Location of all utilities including gas, electricity, telephone, water and storm and sanitary sewers;
 - (8) Grading and site drainage information; and
 - (9) Proposed type, location, size, height, material, lighting of exterior signs.
4. Floor plans which indicate the layout and uses for all building floors. These drawings should also indicate primary entrances and potential office and/or showroom space, if applicable. Interior materials and finishes need not be presented.

5. Elevations showing proposed exterior wall and roof materials, height of proposed structure, and any special architectural features, such as canopies, columns, and the like.
6. Location, height, and size of any exterior mechanical, electrical or process equipment whether on site or roof-mounted, and the proposed screening technique for such equipment.

A meeting with Port staff is encouraged to describe the submitted materials. Regardless of whether a meeting is held, within ten working days of the Port's receipt of all materials, or longer time period if the Port needs additional time to review the materials and notifies the developer ("Plan Review Period"), the Port shall respond in writing to the developer indicating the Port's findings relating to the Building Design Guidelines and the Site Design Guidelines set out in Sections III and IV below, including the Port's intent to allow any deviation from the Guidelines. During the Plan Review Period, Port staff may contact the developer to discuss the submission and resolve any specific site issues or concerns.

If the Port finds that the proposed plan does not comply with the applicable Guidelines or that insufficient information has been submitted, and the Port does not waive or limit the Guidelines, then the developer shall modify the proposed site plan to satisfy the Guidelines, and thereafter resubmit the revised site plan for Port approval. The Port's review of a revised site plan will be limited to review of the revisions to the previously non-complying components of the development and any other components added or changed from the original site plan submitted. The Port will complete a review of the revised site plan within five (5) working days of resubmission, or longer time period if the Port needs additional time to review the materials and notifies the developer, with the same opportunities for discussion as in the original review.

Developer may not submit its proposed site plan for City regulatory Site Plan review until the Port and the developer have agreed to the proposed site plan. If the City's regulatory Site Plan review changes a component previously approved by the Port, the City Site Plan review decision shall govern the site plan provided the change is a City requirement not requested by the developer or if requested by the developer the change is acceptable to the Port.

C. Final Plan Review

Prior to submitting plans and related information necessary for City building permits, the developer shall provide one copy of the information to the Port for Port review and approval. The Port will review and notify the developer within ten working days of any non-conformance with these Guidelines, or later if the Port needs additional time to review the information and notifies the developer, and unless the Port waives compliance, the Port will specify changes that are necessary. The Port will not object to any components of the development which it has previously approved, or to any component changed by City Site Plan review provided the change is a City requirement not requested by the developer or if requested by the developer the change is acceptable to the Port. The developer shall not submit the information to the City for building permit review until the Port has approved the submission.

D. Construction Review

If changes are made to any Port approved plans during the City building permitting process, the developer shall clearly describe and highlight such changes and provide one copy to the Port for review prior to any changes being constructed. The Port will make any comments on the changes within ten working days of receipt of the changes from the developer, or later if the Port needs additional time to review the changes and notifies the developer. Developer

will seek to incorporate the Port's comments into the development to the extent reasonably possible within the requirements of the City permitted plans.

E. Record Drawings

As-constructed drawings (single hard copy and digital copy) of all development on the site and all underground utilities, including any required utility easement area, shall be furnished to the Port no more than thirty days after the City issues the final City Certificate of Occupancy for the development.

III. BUILDING DESIGN GUIDELINES

A. PURPOSE

The following Building Design Guidelines are intended to enhance compatibility with the surrounding area, provide permanence, and contribute to a safe, high quality pedestrian-oriented streetscape and encourage high quality architectural design for all facilities within the Park, thus strengthening the image as a unique business campus.

B. GUIDELINES

1. Provide variety in the use of materials and permanent architectural features, such as windows, recesses, off-setting walls, changes in materials, and other features which may be proposed;
2. Use high quality and long-lasting building materials, such as brick, tilt-up concrete, wood, or masonry. Metal buildings are not permitted, however metal roofs and metal as an accent exterior finish material may be used.
3. Highlight main entrances with architectural features, such as windows, recesses, and canopies, and provide protection, if possible, from natural elements.
4. Use ground floor windows or product display niches on elevations that border pedestrian streets, unless the Port finds such features are not feasible or reasonable given the building use and location.
5. Vary roof lines along large building facades facing streets and other public rights-of-way with differing materials and/or stacking of the parapet heights or by other articulation method.
6. Provide architectural interest and variety on building elevations adjacent to public streets through the use of scoring, changes in materials, and the use of a variety of finishes such as wood, brick and concrete block.
7. If possible, screen roof mounted equipment from view from the far side of sidewalk adjacent to streets or adjacent properties by use of parapet wall, mechanical enclosure (penthouse), or other feature that is made of a primary exterior finish material. At a minimum, all mechanical units shall be painted to match the color of the building to minimize visual impacts.

8. Place buildings near adjacent streets with no parking between the street and the front elevation, to encourage a better pedestrian environment.
9. Consider use of energy efficient and sustainable design techniques including the use of solar panels. If such techniques are not incorporated, the developer's submission will include an explanation of the lack of use.

IV. SITE DESIGN GUIDELINES

A. PURPOSE

The following Site Design Guidelines are intended to create landscape areas that contribute to the aesthetics of the surrounding area, provide attractive setting for buildings, and provide safe, interesting outdoor spaces for employees, customers, users, and the community.

B. GUIDELINES

1. Provide street-side planting and location of utilities within the planting areas where possible in the landscaped street setbacks, with only minimal disruption of these planting areas by access drives.
2. Provide a safe, all-weather, efficient, and aesthetically pleasing pedestrian circulation system serving each site, including connecting parking areas with building entries and connecting each building site to the adjacent pedestrian street circulation systems, if available. Materials shall include but not be limited to: scored concrete, or pavers (asphalt or otherwise), or similar materials.
3. Screen service and loading areas adequately from streets, pedestrian circulation areas, open space areas, and adjacent parcels.
4. Minimize the visual impact of all exterior components of communications, plumbing, power, processing, heating, cooling and ventilating systems from adjoining streets, parcels, buildings, and open space areas, with the goal that they should not be visible from a nearby sidewalk on the other side of the street.
5. Ensure that each site development will not create a nuisance to adjacent sites or streets, or objectionable disturbance to occupants of adjacent properties including but not limited to noise, odor, lighting, and any outdoor equipment. The determination of "nuisance" shall be in the Port's sole discretion.
6. Wherever possible, utilize native vegetative species which are disease and drought resistant and are well suited for the climate in Hood River, provided that the Port may approve proposed alternative species based on the developer's justification of the alternate. Recommended species for street trees are listed below and other species are subject to Port approval:
 - Acer Rubrum 'October Glory' October Glory Red Maple
 - Fraxinus Pennsylvanica "Cimmoron" Cimmoron Green Ash
 - Tilia Cordata 'Chancellor' Chancellor Littleleaf Linden

Port of Hood River
Waterfront Business Park
Design Policy
Page Number 6

7. Utilize water conserving irrigation systems for landscape areas to minimize water usage. If developer determines such a system is not feasible, developer will explain its determination as part of the submission to the Port.

Port Contact:

All plans and correspondence and submission of plans shall be directed to:

Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031
Attention: Executive Director

EXHIBIT H
PROJECT TEAM MEMBERS

Architect:	Surround Architecture, Inc. Contact: Mark VanderZanden
Civil Engineer:	Shawn Summersett Civil Engineering Contact: Shawn Summersett
Geotechnical Engineer:	Geodesign Contact: Bret Shipton
Environmental:	Betts and Coles Contact: Jill Betts
Structural Engineer:	Madden and Bauman Contact: Jerome Madden
Legal:	Perkins Coie Contact: Christopher Criglow
	Contact: Scott Ferguson
	TBD

EXHIBIT I
FORM OF MEMORANDUM OF AGREEMENT

After recording return to:

Mr. Michael S. McElwee
Executive Director
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT FOR DISPOSITION OF PROPERTY FOR DEVELOPMENT ("Memorandum") shall serve as notice to all persons that the **PORT OF HOOD RIVER**, a municipal corporation ("Port"), and **C.M. & W.O SHEPPARD, INC.**, an Oregon domestic corporation, an Oregon corporation ("Buyer"), entered into an Agreement For Disposition of Property for Development dated as of _____, 2015 ("Agreement") relating to the real property to be conveyed by the Port (the "Port Property") located in Hood River County, Oregon. The Port Property is more particularly described in Exhibit A attached hereto.

The parties to the Agreement are:

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

and

C.M. & W.O Sheppard, Inc.
Attn: Mr. Ben Sheppard
102 State Avenue
Hood River, OR 97031

Among other things, the Agreement requires the Port to convey the Port Property to Buyer upon the satisfaction of certain conditions precedent, and requires Buyer to complete certain private improvements on the Port Property all as more particularly set forth in the Agreement (the "Project"). Other property or value was part of the whole consideration given for the Port Property conveyance referenced herein.

As a condition subsequent to the Port Property conveyance, in the event of a Buyer default under particular conditions specified in the Agreement, Port shall have legal remedies, including the right to repurchase the Property according to the terms of the Agreement.

PORT OF HOOD RIVER/C.M. & W.O. SHEPPARD, INC.
DDA – **FINAL**– 06/16/2015

Port and Buyer execute this Memorandum to acknowledge being bound by the Agreement and to give notice of the Agreement to third parties.

PORT OF HOOD RIVER:

By: _____
Michael S. McElwee, Executive Director

Date: _____

C.M. & W.O SHEPPARD, INC.

By: _____
Benjamin C. Sheppard, Vice-President

Date: _____

STATE OF OREGON)
) ss.
COUNTY OF HOOD RIVER)

This instrument was acknowledged before me on _____, 2013, by Michael S. McElwee, Executive Director of the PORT OF HOOD RIVER.

Notary Public for
My commission expires: _____

STATE OF OREGON)
) ss.
COUNTY OF HOOD RIVER)

This instrument was acknowledged before me on _____, 2015, by Ben Sheppard, President of C.M. & W.O SHEPPARD, INC., an Oregon corporation, as its duly authorized representative.

Notary Public for
My commission expires: _____

PORT OF HOOD RIVER/C.M. & W.O. SHEPPARD, INC.
DDA – **FINAL**– 06/16/2015

Exhibit J

Form of Permit of Entry

EXHIBIT J
FORM OF PERMIT OF ENTRY

The **PORT OF HOOD RIVER**, a municipal corporation (the “Port”), as owner of the real property described in Section 1 below, hereby authorizes and grants a revocable permit (“Permit”) to **C.M. & W.O SHEPPARD, INC.**, an Oregon domestic corporation, through its officers and employees, (“Buyer”), to enter the Subject Property at all reasonable times during the Permit Period (described below), and perform work to the extent necessary to carry out the purposes of this Agreement, including but not limited to conducting pre-construction environmental, seismic and geotechnical assessment work (“Permitted Activities”). Buyer may engage agents, contractors or consultants to perform the Permitted Activities (“Authorized Parties”), but Buyer is the responsible party under this Permit.

1. Buyer shall be allowed to enter that certain real property commonly known as Tax Lot 120 and Tax Lot 132, legally described and depicted in Exhibit A (“Subject Property”) during the Permit Period for the purposes of completing the Permitted Activities.
2. Buyer will, if applicable, at its sole cost and expense, promptly remove any equipment, products or facilities that it installed or caused to be installed on the Subject Property in conducting the Permitted Activities.
3. Buyer will promptly repair any damage to the Subject Property that might have been caused in conducting the Permitted Activities, and promptly restore the Subject Property to substantially the same condition it was in prior to the Authorized Parties’ initial entry upon the Subject Property to conduct Permitted Activities, except for reasonable wear and tear and except as the parties may otherwise agree. The repair of damage and restoration of the Subject Property will include the required clean-up of any release of hazardous substances (as defined by applicable law) to the extent resulting from the Permitted Activities, provided however, that if Buyer does not Close the purchase of the Subject Property, Buyer will not be liable for the clean-up of hazardous substances existing on the Subject Property prior to commencement of the Permitted Activities, if any, except to the extent of the degradation of the environmental condition of the Subject Property resulting from the Permitted Activities. In lieu of restoration, Port in its discretion may require Buyer to pay for any damage, including a degradation of the environmental condition of the Subject Property resulting from the Permitted Activities. Port may give Buyer notice to remove the equipment, products or facilities that Buyer does not timely remove in accordance with this Section 3, and if Buyer does not remove the equipment, products or facilities within 15 days after Buyer receives Port’s notice, Port may remove the same. Buyer will reimburse Port upon demand for the costs Port incurs for such removal.

4. The Buyer's activities upon the Subject Property shall be without expense to the Port. Should the Port incur costs as a result of the Buyer's use and occupancy of the Subject Property, the Buyer agrees to reimburse the Port promptly upon the presentation to the Buyer of a billing and documentation of such expense.
5. Buyer shall indemnify, hold harmless, and at the Port's request, defend the Port and its officials, agents, and employees from and against any and all liability or alleged liability, all suits, legal proceedings, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or in connection with or incidental to any negligent act or performance, or error or omission of Buyer or anyone acting on behalf of Buyer in connection with or incidental to this Permit; provided however, that nothing herein shall be construed to require indemnification of the Port for liability attributable to the Port's sole negligence.
6. Buyer shall not cause or permit to occur the generation, release, manufacture, handling, processing, storage, disposal or improper use of any Hazardous Substance, pollutant, or contaminant, on, under, or about the premises. Hazardous Substances are substances regulated under any environmental law or regulation now or hereafter enacted by any governmental authority.
7. In conducting the Permitted Activities, Buyer will: (a) provide Port with reasonable advance notice of when it intends to perform invasive Permitted Activities and permit Port, at Port's sole discretion, to have a representative present during all invasive Permitted Activities; (b) take reasonable actions and implement reasonable protections necessary to ensure that the Permitted Activities and the equipment, materials, and substances generated, used or brought onto the Property in connection with the Permitted Activities, pose no unreasonable threat to the safety or health of persons or the environment, and cause no damage to the Property or other Property of Port or other persons; and (c) not permit the Permitted Activities or any other activities undertaken by Buyer or on Buyer's behalf to result in any liens, judgments or other encumbrances being filed or recorded against the Property, and Buyer will, at its sole cost and expense, immediately discharge any such liens, judgments or encumbrances that are so filed or recorded.
8. Buyer agrees to obtain, maintain, and keep during the Permit Period comprehensive general liability and automobile liability insurance written on an "occurrence" basis. Such insurance shall be in the amount of not less than \$2,000,000 combined single limit for liability insuring bodily and/or personal injury, including death and disease, and property damages. Insurance shall be without prejudice to otherwise existing coverage, and shall include coverage for auto, operations, products, completed operations, and negligent acts. Buyer agrees, prior to commencement of the performance hereunder, to provide a Certificate of Proof of Insurance naming the Port and its respective officers, agents, and employees as additional insureds. The certificate shall provide that

coverage afforded will not be canceled without prior written notice to the Port. Buyer's contractor(s) or consultant(s) may provide the required insurance so long as the Port have approved said contractors and received the appropriate certificate.

9. Buyer shall, in the use of the Subject Property, observe all rules, regulations, and laws now in effect by any municipality, county, or state authority having jurisdiction over the Subject Property, as they relate to the use of the Subject Property for the purposes above described. Buyer further agrees to indemnify the Port for any damages caused by the violation thereof.
10. Port shall not be in any way responsible or liable for damage or theft to any materials or equipment brought onto the Subject Property by Buyer, or its contractors(s) or consultant(s) pursuant to this permit. Buyer will, if applicable, at its sole cost and expense, remove all equipment or facilities that are caused to be brought upon the Subject Property in conducting the Permitted Activities.
11. This permit of entry will be effective from , 20 through , 20 (“Permit Period”) and may be canceled by the Port upon ten (10) days' written notice to Buyer. Ten (10) day's notice of cancellation is acknowledged by the parties to be reasonable, and adequate to fully mitigate any damages which might otherwise accrue due to early termination.
12. This permit shall be personal to Buyer, and not transferable or assignable.
13. All notices or other communications required by or relating to this Permit or will be in writing, and sent by first class U.S. Mail, personal delivery, by overnight delivery, or by e-mail with an electronic confirmation of receipt. Notice shall be effective upon receipt by the addressee, or, in the case of delivery by U.S. mail, three days after deposit in the mail.

For Port: Mr. Michael S. McElwee
 Executive Director
 Port of Hood River
 1000 E. Port Marina Drive
 Hood River, OR 97031

With a copy to:
 Mr. Jerry J. Jaques
 Jaques Sharp, Attorneys at Law
 P.O. Box 457
 Hood River, OR 97031

For Buyer: C.M. & W.O Sheppard, Inc.
 Attn: Mr. Ben Sheppard
 102 State Avenue
 Hood River, OR 97031

- 14. The Buyer will keep the Subject Property secure from the unauthorized entry of other persons during the time of this Permit, and Buyer assumes all liability related to injury to invitees, licensees, or trespassers, whether from latent or patent hazardous defects.

- 15. The Buyer shall provide to the Port full copies of reports or other information developed as a result of the work performed under this Permit. Buyer shall make the reports or information available to the Port within ten working days of the completion of the work.

TERMS AND CONDITIONS OF THIS PERMIT ARE HEREBY ACCEPTED:

C.M. & W.O SHEPPARD, INC.

PORT OF HOOD RIVER

Craig W. Sheppard, President

Michael S. McElwee, Executive Director

Benjamin C. Sheppard, Vice President

Date

Date

APPROVED AS TO FORM:

Port General Counsel

Exhibit K
Encroachment

TERRA SURVEYING
TOPOGRAPHIC SURVEY
for
THE SHEPPARD'S

TAX LOTS 120 & 132, HOOD RIVER COUNTY ASSESSORS MAP 3N-10E-25

LEGEND:

- FOUND 5/8" IRON ROD, NO CAP, UNLESS NOTED
- CALCULATED, NOT FOUND OR SET
- Ⓢ SANITARY SEWER MANHOLE
- Ⓣ STORM SEWER MANHOLE
- Ⓜ WATER VALVE
- Ⓦ WATER METER
- Ⓢ FIRE HYDRANT
- Ⓢ CATCH BASIN
- * STREET/PARKING LOT LIGHT
- Ⓢ ELECTRIC BOX FOR LIGHTS
- Ⓢ IN GROUND UTILITY VAULTS
- Ⓢ STORM LINE STUB
- Ⓢ IRRIGATION VALVE
- Ⓢ TELEPHONE PEDESTAL
- Ⓢ SIGN
- x 93.2' SPOT ELEVATION
- Ⓢ 4" BLOSSOMING FRUIT TREE
- Ⓢ 2"-6" DECORATIVE DECIDUOUS TREE

LINE LEGEND:

- s — STORM SEWER LINE
- S — SANITARY SEWER LINE
- W — WATER LINE
- E — BURIED POWER LINE
- T — CENTURY LINK LINE
- G — NATURAL GAS LINE
- R — BURIED FIBER OPTIC

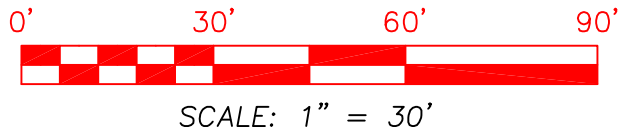
NO PPL
NO CHARTER COMMUNICATIONS
NO NATURAL GAS

BASIS OF BEARING

HOOD RIVER COUNTY SUBDIVISION PLAT #2009-4121

BASIS OF BEARING ORIGIN
U.S.G.S STATION PONDER-2
N.A.V.D 1983 (1998 ADJUSTMENT)
LATITUDE = 45°42'39.37105" (N)
LONGITUDE = 121°32'59.76083" (W)
ORTHOMETRIC HEIGHT OF 102.638 METERS (336.74')
N.A.V.D. 1988 USING THE 1999 GEOID FOR THE U.S.

BASIS OF BEARING OF THE SURVEY IS OREGON
STATE PLANE,
NORTH ZONE (3601), GRID BEARINGS &
INTERNATIONAL FEET.



STORM SEWER:

STORM MANHOLE #312
RIM = 95.70'
15" RCP IE (E) = 87.90'
15" RCP IE (W) = 87.85'

STORM MANHOLE #316
RIM = 97.29'
12" CMP IE (SW) = 91.24'
15" RCP IE (E) = 83.25'
15" RCP IE (S) = 83.14'
24" RCP IE (E) = 83.09'

STORM MANHOLE #320
RIM = 96.23'
6" PVC IE (NE) = 90.33'
24" RCP IE (E) = 81.83'
24" RCP IE (W) = 81.78'

STORM MANHOLE #399
RIM = 95.82'
15" RCP IE (NW) = 77.46'
18" RCP IE (S) = 76.37'
24" RCP IE (E) = 76.27'

STORM MANHOLE #404
RIM = 97.02'
6" PVC IE (SE) = 89.27'
8" PVC IE (NE) = 88.62'
8" PVC IE (N) = 88.57'
15" RCP IE (W) = 88.27'

STORM CATCH BASIN #216
RIM = 93.68'
15" CMP IE (SE) = 88.48'
12" CMP IE (N) = 88.38'
15" RCP IE (SW) = 88.23'

STORM CATCH BASIN #222
RIM = 96.46'
12" CMP IE (NE) = 92.36'

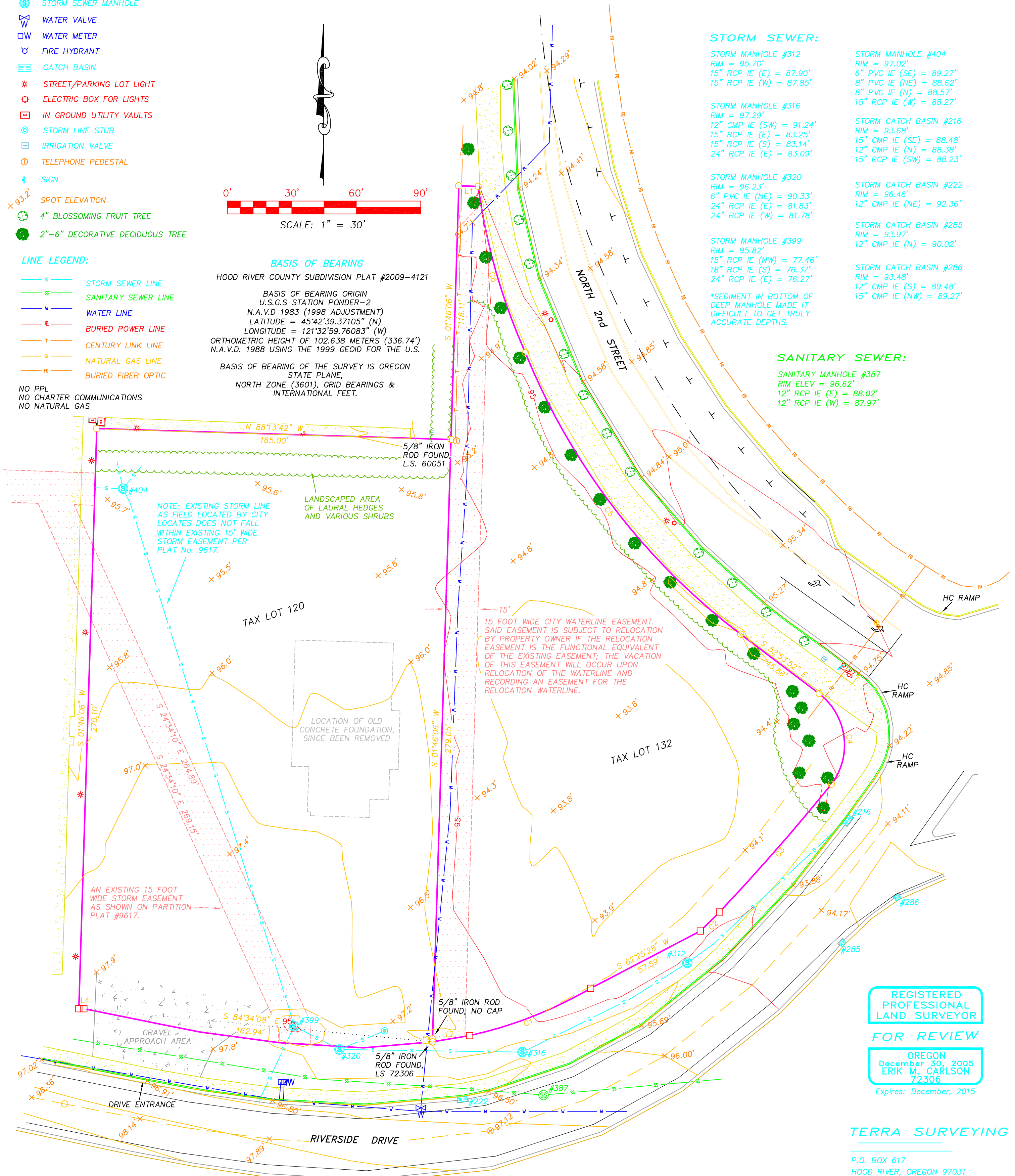
STORM CATCH BASIN #285
RIM = 93.97'
12" CMP IE (N) = 90.02'

STORM CATCH BASIN #286
RIM = 93.48'
12" CMP IE (S) = 89.48'
15" CMP IE (NW) = 89.27'

*SEDIMENT IN BOTTOM OF
DEEP MANHOLE MADE IT
DIFFICULT TO GET TRULY
ACCURATE DEPTHS.

SANITARY SEWER:

SANITARY MANHOLE #387
RIM ELEV = 96.62'
12" RCP IE (E) = 88.02'
12" RCP IE (W) = 87.97'



15' FOOT WIDE CITY WATERLINE EASEMENT. SAID EASEMENT IS SUBJECT TO RELOCATION BY PROPERTY OWNER IF THE RELOCATION OF THE EXISTING EASEMENT IS THE FUNCTIONAL EQUIVALENT OF THE EXISTING EASEMENT; THE VACATION OF THIS EASEMENT WILL OCCUR UPON RELOCATION OF THE WATERLINE AND RECORDING AN EASEMENT FOR THE RELOCATION WATERLINE.

NOTE: EXISTING STORM LINE AS FIELD LOCATED BY CITY LOCATES DOES NOT FALL WITHIN EXISTING 15' WIDE STORM EASEMENT PER PLAT No. 9617.

AN EXISTING 15 FOOT WIDE STORM EASEMENT AS SHOWN ON PARTITION PLAT #9617.

LOCATION OF OLD CONCRETE FOUNDATION, SINCE BEEN REMOVED

LANDSCAPED AREA OF LAURAL HEDGES AND VARIOUS SHRUBS

5/8" IRON ROD FOUND, NO CAP

5/8" IRON ROD FOUND, LS 72306

REGISTERED PROFESSIONAL LAND SURVEYOR
FOR REVIEW
OREGON
December 30, 2005
ERIK M. CARLSON
72306
Expires: December, 2015

TERRA SURVEYING

P.O. BOX 617
HOOD RIVER, OREGON 97031
PHONE: (541) 386-4531
E-Mail: terra@gorge.net
www.terrandsurveying.com

DATE: JANUARY, 2015
SCALE: 1" = 30'
PROJECT: 14151

LINE	BEARING	DISTANCE
L1	N 88°11'10" W	9.01'
L2	N 80°28'32" E	17.57'
L3	N 03°20'42" E	1.39'
L4	N 89°51'10" W	2.36'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	193.73'	60.76'	S 68°41'06" W	60.51'	17°58'10"
C2	304.53'	12.58'	S 45°18'06" W	12.58'	02°22'01"
C3	1026.32'	79.14'	S 41°13'18" W	79.12'	04°25'05"
C4	30.20'	47.16'	S 07°46'51" E	42.51'	89°28'00"
C5	311.52'	166.95'	N 37°24'24" W	164.96'	30°42'22"
C6	281.93'	80.65'	N 15°50'35" W	80.38'	16°23'28"

Exhibit L

Water Line Relocation and Estimate



Date: 5/19/2015

Attention: Mark VanderZanden

Regarding: Sheppard's building

Subject: Water Main Relocation

Reference: Attached Drawing

Mark

Here is the "**Estimated Cost**" as per the attached drawing to relocate the water main from the within the property to the right away.

Scope of Work

Cut and remove Asphalt paving sidewalks and curbs as needed, Excavate and prep piping trench, Install approved piping with approved bedding, repair/replace sidewalks, curbs and paving as required.

Option A: \$ 57,340.00

Option B: \$ 49,146.00

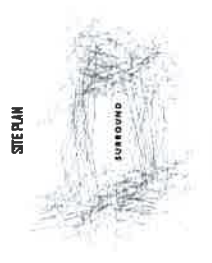
Price subject to change with approval civil engineering and drawings.

Feel free to give me a call if you have any question.

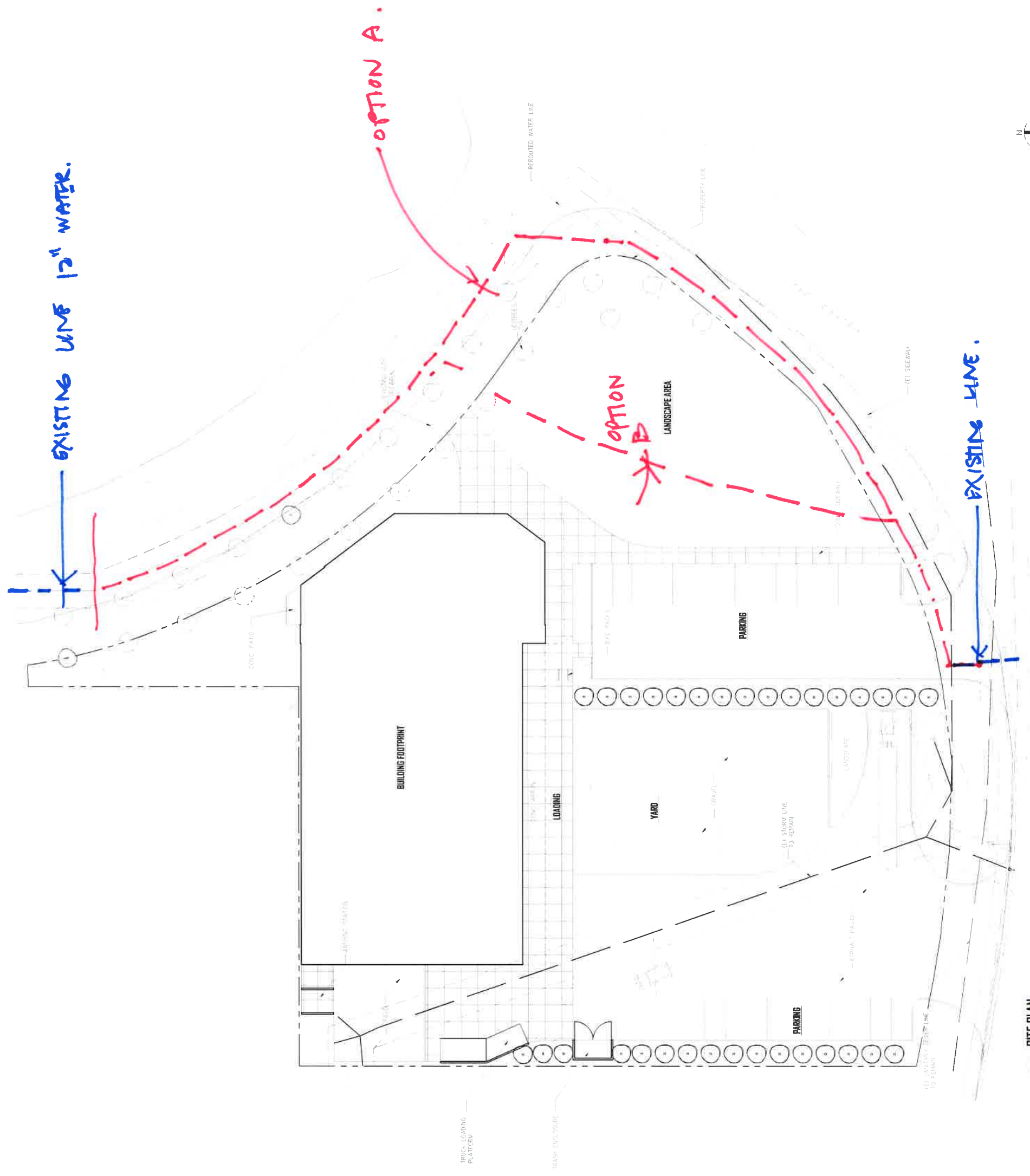
Craig Shartner

Project Manager
Phone: 360 694 2552
Cell: 360 521 7008

NO.	DATE



SHEPARD ARCHITECTURE, INC.
 HOOD RIVER, OR 97113
 DATE: 08.26.2015
 PROJECT: 2014_033001
 DRAWN BY: RW
AIL
 SHEPARD ARCHITECTURE, INC.
 2014_033001
 1502.00A.MA



SITE PLAN
 1" = 40'
 N

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Commission Memo



From: Fred Kowell
Date: June 16, 2015
Re: Tolling System Upgrade Presentation

Dennis Switaj of HDR Engineering will give a presentation providing background information for the upcoming tolling system upgrades. Contract approval with P-Square Solutions is a proposed Action Item.

RECOMMENDATION: Discussion.

May 27, 2015

To:
Mr. Fred Kowell
Chief Financial Officer
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031

Re: Port of Hood River ETC system Upgrade, Maintenance and a replacement Proposals

Dear Mr. Kowell,

P-Square Solutions is pleased to submit these proposals to Port of Hood River for review and consideration for Port Hood River ETC system Operating Environment upgrades through ETC system software maintenance and Support services. Also provided is a Proposal to replace the Port of Hood River ETC system using P-square Solutions Web based solution of Enterprise Back Office System on J2EE platform and Lane Controller Software.

The proposal Organized into following sections:

- P-Square Solutions Executive Overview
- Port of Hood River Legacy ETC system and Proposed Services
- Port of Hood River Proposed ETC Replacement system
- P-Square Solutions Web based Solutions of Enterprise Toll Back Office System features
- Project Approach and Timelines
- P-Square Solutions Project Execution Experience
- Cost Proposal for Upgrade, Maintenance and Consulting
- P-Square Solutions Project Team , Execution and Experience

P-Square Solutions client references will be provided upon requests. Upon notice from Port of Hood River, P-Square is prepared to negotiate in good faith, to establish a mutually acceptable contract for the defined Scope of work. I speak for the entire P-Square team when I say that we are looking forward with excitement to the opportunity to work with Port of Hood River on this project.

Sincerely,



Goverdhan Reddy Patlolla
President
P-Square Solutions LLC



Port of Hood River
ETC System
Upgrade, Maintenance & Replacement
Proposal

To
Port of Hood River Bridge Commission

Submitted By
P-Square Solutions LLC



Revision 1.4 May 27th, 2015

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1 Introduction

P-Square Solutions considers it a privilege to submit its proposal to Port of Hood River Bridge Commission with regards to its Toll System Back Office software Maintenance and replacement services. P-Square solutions understands that in the short term basis Port of Hood River Toll Bridge Legacy ETC System Operating environment needs to be maintained through needed upgrades to a supported operating and database environment and understands that the ETC system need software maintenance to support ongoing toll operations. P-Square recommends that on long term basis, Port of Hood River Toll Bridge ETC System would require a Next generation back office system with enhanced functionality, ability for customization with flexible business rules changes and high available and scalable system with operational efficiencies

Port of Hood River Toll Bridge is a vital economic link connecting the communities of Hood River and White Salmon has been owned and operated by the Port of Hood River since 1950, 26 years after the Oregon-Washington Bridge Company constructed it in 1933 as a result of the Bonneville Dam Project. Since that time, the Port has invested millions in the structure to keep the transportation flowing safely between the communities. Its mission is to initiate, promote and maintain quality of life and a healthy economy throughout the Port District and the Columbia River Gorge has been constant driving force for improvements over the past years. The Port of Hood River owns and operates the Hood River/White Salmon Bridge, the Hood River Airport, John Weber Business Park in Odell, the Expo Center facility, and the Hood River Marina and waterfront area. The Toll Plaza Improvement project consisting of four lanes, completed in 2007, implemented an electronic toll collection system called “BreezeBy” for frequent commuters. BreezeBy bypass lanes are for electronic tolling only. All others must drive through the center Toll Plaza lanes.

Hardware and operating system upgrades can be performed to up keep the system operations but Back office software solution is still using legacy technology architecture which is being phased out in industry. The replacement with web based solutions are easy to maintain with less overheads and provides centralized processing using the application server platforms with ability to extend the application features and needed performance and scalability.

Current Back Office Software solution requires constant monitoring and workarounds since operationally business rules changes to system is difficult to implement and with the current software design is not scalable to handle increase in the traffic and data volume with limited option of scalability and process enhancement and proactive monitoring capabilities.

Back Office software solution needs upgrade to latest web based solution on a middleware environment to handle scalability and maintainability and address the ever expanding future needs along with resolving the issues and limitation of the current system. P-Square Solutions proposes replacing Port Hood River existing Back Office System solution with a J2EE based back office Application software solutions.

1.1 Scope

The scope of this document is to provide a high level details of an ETC System Maintenance and Replacement system consisting of the Lane Controller software along with a Web based Back Office System Application implemented on a J2EE platform to replace Port Hood River current Legacy ETC system. The new Back office system will be a web based application providing enhanced application features, rich user interfaces and flexible Integration services and highly scalable solution to handle current and future increase in traffic and data volumes with increased performance, efficiency and ease of operations.

P-Square solutions proposes the following scope of services for the Port of Hood river ETC toll system.

1.1.1 Toll Back Office System Upgrade and Maintenance

- Review and Upgrade of ETC toll System Components Operating environment
- ETC Toll system Software maintenance and IT consulting

1.1.2 Replacement Toll Back Office System

The replacement system proposed is Linux based Lane Controller software with the new In-Lane equipment integration development. Back Office system middleware application replaces functionality of current Back office backend programs, utilities and as well as frontend application. The salient features of the PSS Back Office system are to address limitations of the current system such as:

- **Scalability** – The system scale the Toll application easily to the performance metrics mandated by the toll operations. The entire application is on a middleware J2EE container deployed on an Application server environment comes naturally with an industry standard feature rich enterprise solutions capabilities of high availability, transaction processing and fail-over and recoverability features by combination of Hardware and Software clustering to the needs of Toll Operations.
- **Maintainability** – Since applications are residing on the application server and clients only has web URL to access, maintainability becomes easy since only Application server

only need to be maintained than individual client machines thus keeping the IT overhead costs cost to a minimum. Similarly, adding a client is just providing the web address (URL) to the user and with the standard web browser users can connect to the Back Off application with no need for any installation or configuration.

- **Configuration** – Any addition to the Many BOS configuration features, adding a new lane will be just a configuration parameter settings in the Back office application server and database. Only connectivity or access to the application server will be needed. Any replacements and upgrades of existing lanes system would be minimal cost under this configuration.

2 Executive Summary

P-Square Solutions LLC, a New Jersey based MBE/SBE corporation, is a custom software development and consulting services company, providing cost effective software solutions and services to clients in Tolling and Intelligent Transportation Systems (ITS) Industry. Our staff consists of a team of highly experienced toll systems experts and experienced global software development team providing services ranging from system design, development, integration and software & maintenance support for tolling systems. We have a proven record of developing and maintaining end-to-end toll solutions, Inter-operability solutions, middleware applications (J2EE/.NET) and IT infrastructure. P-Square Solutions offers Managed Consulting Services (MCS) and Software Development Services firmly built on sound software engineering practices. Our global delivery model is highly agile and adaptable from simple components development to development of complex turn-key solutions using best practice Software Development Life Cycle (SDLC) methodologies. P-Square also offers ready to use software specifically catered to the toll industry. Some notable products include: Web based Enterprise Toll Host Processing system; Integrated Toll Accounting system; Data Life Cycle management system; and a GIS based Content and Configuration Management system.

Since inception, P-Square has provided maintenance and consulting services for leading toll authorities. P-Square depth of experience in toll industry coupled with our proven solution delivery using best practices of software development methods would be asset to a project Implementation. P-Square is a complete software solution delivery company that provides both software and IT Consulting services. We also provide Enterprise Application Development, Systems Integration and Performance Management to Telecom, Healthcare and Insurance sectors. We provide software and IT services to many leading Systems Integrators in Toll Industry and Multiple State Toll Authorities. P-Square consulting group has range of experience that includes Program Management, Project Management, Systems Integration, design, development of many Toll and ITS projects.

Our Consulting services include has highly experienced and qualified Various Toll systems Experts, Toll Inter-operability, Middleware application (J2EE/.NET) architects, Software designers and developers, IT infrastructures specialists. Our Database Engineering and Administration Services are catered towards highly demanding and critical applications in various Database platforms like Oracle, SQL Server, IBM DB2 and Informix with expertise in configuration architectures like High Availability, Hot Standby, Data Modeling, Administrations and Management, Integration, Performance Analysis and Tuning.

P-Square experience in Toll system include but not limited to the Exit-Entry, Barrier, Bridge Toll collections systems with complete End-To-End implementation experience and along with functional and operational requirements knowledge on entire Electronic Toll collection Systems.

We have expertise on Functional and Technical architecture in various Toll Back office systems including Lane, Violation Enforcement, Toll Plaza, Toll Host, Customer Account management and Violation Processing systems including various Inter-operable Protocols. We have hands-on experience and Implementation knowledge in many reciprocal systems with various implementation protocols like Point-to-Point systems like IAG's, EZ-Pass, CTOC's Fastrak and HUB systems like ATI and IMSP/IEA systems.

P-Square Solutions has provided IT Infrastructure and Toll Systems software consulting, maintenance and sub-contract services to SANDAG, Delaware department of Transportation (DelDOT) and New Jersey Turnpike Authority (NJTA). P-Square has worked with NJTA as consultant and architects for their Legacy Electronic Toll Collection Host System porting to a consolidated Host platform using middleware application on a J2EE Architectural framework. P-Square has worked on the NJTA Plaza Consolidation project to provide an Integrated J2EE middle ware application replacing the Legacy Plaza distributed client server application across turnpike and Parkway Roadways. P-Square also provided various IT Services which included overall Systems architecture, server and Storage including DR solutions and Oracle Database environments and configurations. P-Square Solutions has been providing software and system maintenance to DelDOT Host and Plaza systems along with lanes for past nine years including system upgrades.

3 Port of Hood River Legacy ETC system

The mile-long Hood River -White Salmon Bridge crosses the Columbia River at approximately river mile 169.8 on the Bonneville Pool. The Toll Plaza Improvement project implemented an electronic toll collection system called “BreezeBy” for frequent commuters. The Port's new electronic tolling system utilizes reader cards mounted in or on vehicles identifying people enrolled in the program, an overhead antenna reads the tag, and an automatic gate opens after the toll transaction. Drivers using BreezeBy will be able to pass through the toll plaza at around 5-10 mph without stopping. The Toll Bridge has four lanes and all vehicles with the BreezeBy electronic transponders in place may use ALL four lanes, including the outside bypass lanes. All others (tickets, cash payments) must use through the inside canopy area only. The Toll Plaza facility is fully operational at this time for electronic tolling. During the busy daytime hours the use of the bypass lanes increases the flow through the Toll Plaza area thus improving traffic congestion.

The current ETC system consists of the following Sub-systems: The actual components would be documented as part of the Project Analysis phase.

- Toll both In-Lane Systems/Equipment consisting of Loops, Antenna readers
- Lane Controller for Toll Transaction Capture and toll collection check out functionality
- Back office system with transaction processing and Account management

3.1 BreezeBy back office system

The BreezeBy ETC system account management system current high level functionality

- Bridge patrons can set up personal or commercial accounts at the Port office, by mail, or fax; account opening forms can be downloaded from port web site and completed forms can be sent to Ports office.
- Accounts can be set up and replenished using credit cards, debit cards, check, money order, or cash. Cash payments should be made in person, not by mail.
- Breeze By users will receive 20% toll discounts.
- Personal accounts require a minimum \$20 initial deposit, although recommended deposits of at least one month's worth of tolls. Automatic replenishment can occur when accounts reach minimum balances of \$10, or can occur manually. Personal accounts can link and track all of a household's vehicles, and the first three transponders are free.
- Commercial accounts can be initiated with a deposit of one month's usage. Automatic replenishment will occur when the account reaches 10% of the monthly use amount. Commercial accounts will receive the first six transponders free.
- Motorcycles and some vehicles must use an externally mounted transponder.
- Motorcycles and some vehicles must use an externally mounted transponder. Additional transponders cost \$15 each for internally mounted, \$27 each for externally mounted.

Windshield replacement will require acquiring another transponder; once peeled off they are not usable. Only defective transponders will be replaced for no charge after the first complementary ones are used. Lost or stolen transponders will cost \$15 to replace if over the allotted amount for an account.

- Automatic replenishment is the easiest way to manage an account. You can set up automatic replenishment with a checking account, credit card or debit card. The Port sends monthly statements via email or mail.

3.2 ETC system Upgrade proposed Scope of services

The following scope of services are expected for the purpose of proposal. The scope of services will be revised once the Actual software inventory and analysis is performed.

- Upgrade of current ETC toll System Components Operating environment consisting but not limited to
 - o Lane Controller System software operating environment
- ETC Toll system Software maintenance and IT consulting services including but not limited to
 - o Provide Software support prior, During and Post OS upgrade of the ETC system
 - o Monitor and support ETC functional sub-systems to provide software and data fixes to support the smooth toll collection operations.
 - o New and missing Toll system Functionality and provide on estimated software development and IT Consulting services as needed basis.

3.2.1 Proposed Operating Environment Upgrade Services

The scope of upgrade ETC The Lane Controller System Operating environments needs to be upgraded to supported OS system.

System	OS	Programming Software	Upgrade/Migration
Lane Controller	Windows XP	C/C++	Windows 7 /C/C++

3.3 Proposed Software Maintenance Services

P-Square as part of software maintenance will be providing the maintenance services with the current system operations and continue to provide the software maintenance post upgrade for their OS and Application programming languages and platforms:

P-Square will be providing the following services:

Backup Services – P-Square solutions will perform full and incremental backups of all maintained systems as noted above.

3.3.1 Lane Controller

P-Square will monitor and verify the following aspects of transaction capture and processing:

Monitoring of Lane Controller Operations – P-Square will perform the following checks each day for each B&T lane controller.

- Insure that application processes are running.
- Insure that current valid tag file is in place on Lane Controller.
- Check space on disk partitions.
- Check memory utilization.
- Check for error messages from in-lane equipment.
- Verify that transactions are being downloaded.
- Check current system clock time.
- Log all system restarts or outages.
- Check all configuration tables on the Lane Controller to verify they are current.
- Check lane controller alarms.
- Assess disk usage and available space.
- Current Lane Status (e.g. Open/Closed, mode of operation).
- Check continuity of network connections.

Lane Controller Corrective Measures – P-Square will perform the following corrective measures for any problem related to B&T lane controllers:

- Recover transactions from damaged storage drives.
- Determine the cause of any unexpected system reboot. Assure that all failures are logged, and reported to the OS manufacturer for diagnosis.
- Verify and update revisions to the system BIOS, and firmware as required.
- Update and patch the Operating System as required.
- Manually push out Valid Tag File in the case of a failure.
- Manually recover transactions in the case of a failure.
- Assist in the diagnosis of hardware problems.
- Diagnose and repair lane controller software.
- Verify lane hardware and disk replacements were successful.

3.3.2 Transaction Processing and Back Office system

Monitoring of Transaction Processing and Back Office Operations

- Monitor Account scheduled batch processes and daily reports
- Status of application processing (e.g. Transaction uploading, valid tag downloads, and Database archive and backup processing).
- Disk usage (action taken if file system reaches 80% of capacity or greater).
- Verify that transaction files are generated and transmitted on schedule.
- Verify that all Revenue Reports are generated and transmitted as required.
- Monitor the status of both archive and full backups.
- Monitor CPU utilization to detect locked, blocked or runaway processes.
- Check for "Reasonableness". Verify that no system storage or performance criteria have changed unexpectedly from the previous day (e.g. table and file sizes changing at unusual rates, runtime of automated jobs changing unexpectedly, etc.)
- Check OS process list to verify that all processes that should be running are in place, and that no unusual processes are running.
- Check the time synchronization to assure proper operation.
- Check all application and system log files for possible application/system errors.
- Check synchronization of transaction data bases.
- Check the accounts Auto replenishment process logs

Preventive and Corrective Measures – P-Square will provide the following corrective and preventive measures:

- Move and re-size file system storage areas.
- Review database performance statistics and determine optimum configuration. Make changes as required to assure optimum performance.
- Determine the cause of any un-expected system reboot. Assure that all OS failures are logged, and reported to the OS manufacturer for diagnosis. Perform follow-up as required.
- Log and resolve any user errors reported, including application errors and Oracle or other third-party tool errors.
- Correct all file transfer problems to/from the back office or the Lane Controller. This includes valid tag files and transaction files. Perform contingency measures to ensure proper file security and transfer when failures occur.
- Verify and update revisions to the system BIOS and firmware as required.
- Update and patch the Operating System as required.
- Update and patch any third-party applications as required.
- Assist technician in the diagnosis of hardware problems.
- Diagnose and correct any Operating System performance issues.
- Diagnose and correct any Database or application performance issues.
- Repair any database issues detected.
- Assist in the diagnosis of any hardware problems that may arise.

3.4 Proposed Toll system IT consulting services

As part of IT consulting services, P-Square will provide adequate resources to modify and test code and produce associated documentation for routine system changes requested by Port. Included among these changes will be those affecting the existing reporting system as well as functional changes to lane controller and Back Office sub-system software. P-Square will commence with such changes after receiving an official change order request from the port. Such changes shall be made in accordance with the Extra Work provisions of the Contract and as per the price sheet submitted with the proposal.

3.5 Proposed Reporting

In addition to regularly issued reports, P-Square will also provide the following:

Daily Checklist Report – P-Square will develop a daily check-list/report to record the results of all routine systems checks and procedures conducted each day by the Contractor. The report will be forwarded to assigned staff each day.

Incident Reporting – P-Square will immediately notify assigned personnel of any problem that is or may potentially affect lane operations or revenue processing. P-Square will provide Port with a description of the problem, an outline of the measures that are being pursued to remedy the problem and an estimate of when the problem will be resolved. Depending on the severity of the matter, Port may request that P-Square provide a written report on the incident.

Periodic Reports – P-Square will also provide with regular periodic review/status reports, the period of the reports would be defined by the Port. The reports shall summarize calls and incidents occurring within the reporting period and shall provide an update of all issues and pending matters (e.g. task requests, upgrades, tests, purchases, etc.). P-Square will also provide an recap report summarizing the major events and assessing the current health of the system.

4 Proposed Replacement ETC Solution

The proposed ETC replacement solution Consisting of Lane Controller software solution on Linux operating environment and an Enterprise Toll Back office solution a web based Application using J2EE framework's well-known multi-tier architecture. The following sections provide details on the Lane Controller specifications and proposed solution architecture and the software stack being used to develop the Enterprise Toll Back Office solution.

4.1 Lane Controller Software solution

The lane controller (LC) is an embedded computer system that controls the flow of data between the in-lane subsystem and sensors, Video Transaction Data Multiplexer (VTDM), Violation Enforcement System (VES) and Back office system. The LC computer located in the Toll plaza/booth coordinates all the in-lane subsystem toll operations. Its functions include processing toll event and transactions, reporting to the Supervisory functions in real-time.

4.1.1 Lane Subsystem Overview

The lane subsystem processes, stores, and transmits all real-time event and transaction data from the in-lane subsystem to the plaza subsystem.

The lane subsystem consists of:

- Touch screen toll terminal
- Receipt Printer
- Patron Toll Display (PTD)
- Automatic Coin Machine (ACM) (Optional)
- Automatic Vehicle Identification (AVI)
- Vehicle Separators
- Loop Sensors

4.1.2 Lane Operation

The lane subsystem operation is based on the equipment installed in each lane. There is one lane controller installed for each lane. The lane controller captures all the events that occur within the lane for a particular vehicle into one transaction. Events are triggered by a vehicle's passage through a lane. These components include loop, treadle counts (forward and reverse), toll collector button presses (classification, payment method, receipt, cancel). Events are short messages that have high priority for transmission to the Video transaction Data Multiplexer (VTDM). Transactions are defined as the composite of all events associated with a single vehicle's presence, classification, payment, treadle counts, and exit from a lane. A transaction includes all relevant information about a vehicle passing through the lane, such as Automatic Vehicle Identifier (AVI), information, and unusual occurrences (U/O). The lane subsystem also constructs non-revenue-related messages, such as lane activity messages, and maintenance-related messages.

4.2 Lane Controller Configuration

The following sections describe hardware, software, and network configurations.

4.2.1 Hardware Configuration

Lane Subsystem hardware configurations differ according to toll payment method.

4.2.2 Manual Lane Configuration

A manual lane is configured to accept and validate toll collection transactions through direct interface with a toll collector (person). The toll collector classifies vehicles, collects tolls and dispenses change when appropriate. Some manual lanes are also equipped for AVI/ETC operations.

4.2.3 ACM Lane Configuration

The Automatic Coin Machine (ACM) Lane configuration performs all the functions needed for collecting tolls with coins. It is configured for stand-alone unattended operation when integrated as part of a barrier installation. Some ACM lanes are also equipped for AVI/ETC operations. The lane controller controls all lane devices including the ACM. ACM associated components such as vaults and displays are controlled by the ACM.

4.2.4 AVI Lane Configuration

Selected manual and automatic lanes are equipped with Automatic Vehicle Identification (AVI) Readers. The lane controller interfaces with the AVI readers system for electronic toll collection. The reader system is composed of a reader computer, an AVI antenna, and a transponder. The AVI configuration performs all the functions required for electronic toll collection, automatic vehicle classification, and violation processing. It is configured for stand-alone unattended operation when integrated as part of a barrier plaza installation. An AVI lane performs the following functions:

- Automatic vehicle classification
- Electronic toll collection.
- Control of the barrier gate arm (if installed).
- Signaling to the VES to capture the violator's license plate image.

4.3 Proposed Replacement Back Office Solution

The proposed J2EE Back Office solution is a web based Application based on J2EE framework. Users can login to the application using the standard web browser on their work system with ability use single sign-on integrated to network login. The Enterprise Toll Back Office application will be hosted on JBOSS application server and all backend processes will be developed using Java and will be scheduled using enterprise scheduler. Communication to the lanes will be handled through a module called Lane Server application which can coexist with in the same application server hosting the Back Office application depending on the scalability configurations requirements.

4.4 Back Office Solution Functionality

The proposed J2EE Toll Back Office solution shall consists of the following functionality which can be customized to any business rules and operational requirements.

- **Account Management**

A comprehensive Account management functionality with configurable business rules and seamless management functions across various channels; such as web, e-mail, phone, mail, fax, walk-in, third-party retailers and other registered providers like DMV and Fleet or rental companies.

- Account Setup and support
- Pre-paid accounts and Post Paid Accounts
- Discount plans and Promotions
- Fees and Fines
- Account Replenishment , cash, credit, debit
- Statements and Notice processing

- **CSR Management and deposit reconciliation**

- **Vehicle License Plates and Transponders**

- **Transponder Inventory Account Management**

Inventory Management maintains and tracks transponder inventory and fulfillment process.

- Inventory Fulfillment
- Transponder testing and replacement

- **Payment Processing**

- Payment Methods handling and Financial accounting
- Payment Plans
- Credit Card Processing

- Payment Tokenization and third-party processing
- ACH Processing
- Check/Money Order processing
- Cash Processing
- Payment Gateway Interfaces
- Refunds
- Digital Wallet Payment Processing
- **Case Management**
 - Case Assignment and Tracking
 - Workflow management
 - Escalations
- **Customer Communications**
 - Incoming and Outgoing
 - Notification tracking distribution
- **Transaction Processing and Toll Posting**
 - Account status and Transponder status posting processes
 - Adjustments and reversals
 - Image Transaction and Review processing
 - Violation Transaction and Notice Processing
 - Un-registered Account Invoice Processing
 - Notice and Invoice Escalations, DMV holds, collections, Court and Dispute management
- **Audit and Financial Reconciliations**
- **Reporting, Dashboards**
- **Self-Service Customer Portal and website**
- **Call Center & Self Service IVR**
- **Self Service Customer Mobile Applications**

4.5 Software Stack

There are a number of categories of software required to implement J2EE project. All of this software either implements the Java EE standard or provides augmented features useful to implement the project. The product stack categories, the recommended software are outlined in Table below. The following sections will describe the product stack usage in detail.

Category	Proposed
Application Server at Host	JBOSS Application Server 4.2
Database Server	RDBM (Oracle/SQL Server)
Directory Server	Microsoft Active Directory Services (ADS)
Reporting Solution	Microsoft Reporting Services (SSRS) or Jasper Reports
Enterprise Scheduler	Quartz
Integration Development Environment	Eclipse

4.5.1 Application Server

An application server is an essential tool to implement a J2EE application. Typical application servers implement the Servlet, Java Server Pages (JSP), JSF, EJB, Java Transaction API (JTA), Java Authentication and Authorization Service (JAAS) and Java Naming and Directory Interface (JNDI) specifications critical to develop mission-critical server-side Java applications. In addition, robust application servers must support features such as clustering, high availability, distributed caching, application deployment tools and administrative consoles for management, monitoring and debugging.

IBM WebSphere, BEA WebLogic, Oracle Application Server (Oracle AS), Apache and JBOSS application server are the few application servers in the market today. JBOSS AS is by far the most widely used open source Java application server. In addition, professional support from RedHat is available for JBOSS AS.

For Enterprise Toll BOS System Application Implementation PSS team recommends to use RedHat JBOSS Application Server for the development and testing purpose to keep the cost at minimum. For actual production deployment PSS team suggest buying support from RedHat JBOSS Application Server.

4.5.2 Database Server

Relational database servers have remained a critical part of enterprise application development for the better part of three decades. Although object-relational databases and concepts have made some inroads into application development, the enterprise landscape is likely to be dominated by relational databases in the foreseeable future. The project will use a JDBC compatible relational database as its primary data storage mechanism. PSS team recommends using the oracle database for the J2EE Enterprise Toll BOS System Application Implementation for the enterprise performance and support.

4.5.3 Directory Server

One of the primary goals of this project is to solidify application security by applying industry standard solutions. In particular the project will implement a single sign-on scheme in which all user and application authentication/authorization profiles will be stored in an LDAP compatible directory server. The application will utilize the JAAS standard to secure application and user authentication/authorization at all levels including scheduled backend processes, the next generation web interface as well as application components (the JAAS implementation details will be outlined in the HLD document). The directory server must also have robust administration features to easily maintain a large set of profiles. The BOS system has the ability integrate with Microsoft Active Directory Services for user authentication and the same will be used by the J2EE BOS System Application. The will minimize the cost of the implementation.

4.5.4 Reporting Solution

A critical part of the application is generating robust reports. Although it is possible to write web-based reports with basic Java tools such as Servlets and JDBC, it is not a good idea. Such hand-rolled reports are usually feature-poor, difficult to develop, time-consuming, inflexible and difficult to maintain. For robust reporting needs, it is much more practical to use a third-party reporting solution. Such a reporting solution should include features such as a good report design environment, a server-side report runtime environment, asynchronous report generation, graphing, supporting various report output formats such as XML/HTML/RTF/Excel/PDF as well as query optimizers. There are various reporting solutions available in the Java platform, each with unique strengths and weaknesses. The primary solutions that have significant market share are Crystal Reports, Actuate, Jasper Reports and JReport.

J2EE Enterprise Toll BOS System Application Implementation can use leverage the Microsoft Reporting Services (SSRS) for creating report and the same can be used for J2EE Enterprise Toll Host System Application Implementation. Alternatively Jasper Reports can also be used as the solution for developing reports. It's freely available and thus minimizes the cost of implementation for the project. It is far more widely deployed and better documented than

JReport. It also has a widely deployed open source report design environment named iReport. It is possible to purchase support from JasperSoft for Jasper Reports.

4.5.5 Enterprise Scheduler

The most critical part of the system is the processing of large volume transactions and file records. These recurrent processes are triggered by time, file system changes or business data rather than driven by any user input or real-time messages. Furthermore, these are also long running tasks as opposed to short bursts of activity characterized in a real-time web-based system.

Enterprise schedulers are used to implement time or business trigger based recurring processes or “jobs”. Schedulers are optimized to utilize relatively long running threads and lengthy transactions. Good schedulers provide functionality such as cron-like flexible time triggers, file triggers, the ability to define custom triggers, job management (start, stop, interrupt), job prioritization, job sequences and failure retries. There are two robust Java enterprise job schedulers – Flux and Quartz. While Flux is a commercial product, Quartz is widely adopted as an open source scheduler. PSS team recommends using Quartz scheduler for the Enterprise Toll Host System Application implementation. This will minimize the cost of implementation.

4.6 Development and Integration Environment

Developing enterprise Java applications is a non-trivial task. A typical development task involves sketching out low-level component design, developing the component, unit testing a component, making sure a component follows the standards/best practices for the organization, integrating the component into the application, performing functional testing by running the application locally, debugging, integrating a developed component into the source code repository and synchronizing with the source code repository. After the completion of a development cycle, it is also necessary to deploy the code base as well as perform basic system administration. Modern integrated development environments make it possible to perform all these tasks from a single desktop application. This fact makes these tools a critical component in increasing developer productivity and effectiveness as well as producing high quality software in a timely fashion.

The Eclipse IDE enjoys a wide deployment base, is extremely stable and contains a full set of IDE features. These facts make Eclipse the default choice for a large majority of Java development projects.

5 Enterprise Toll Back Office System

The new web based J2EE Enterprise Toll Back of Office Architecture provides following benefits, improvements with reduced costs and improved return on investments:

5.1 Benefits of Enterprise Toll Back Office System (ROI)

The cost benefits of proposed new web based J2EE solution in the long run are as follows:

System

- **Centralized Data center operation** – With Middleware system architecture, all physical servers including the Application servers and Database servers will be hosted in central operations center rather than distributing across wide network. We can reuse existing server pool for Initial implementation and rollout and expanded as needed basis without much interruption to the operations and functionality.
- **Easily scalable to add more plazas** – no need to add new physical plaza server which is needed in current configuration
- **Less Software Licensing fees due to fewer servers in configuration** – most of the software used in the proposed solution is open source and are tried and stable in the industry
- **Open Source Software** – Cost effective for the proposed implementation
- **Reuse of the OS and Database engine**

Operations

- **Single Application to Manage** – Single consolidated web based application, no IT deployment and installation overhead to individual user PCs.
- **Redesign Application** – Redesigned application for collector audit, easy to add third party file based interface, better reporting thus increasing the productivity and efficiency of the users

Maintenance

- **Centralized maintenance** – Less server maintenance and less overhead of distributed processing.
- **Less Software License Maintenance fees**

5.2 System Improvements

Consolidation

- Standardization of System Architecture – Hardware and Software
- Improved Performance , Scalability and Maintainability
- Centralized Host eliminates the Plaza System hardware and software maintenance Costs and Overheads
- Single Application Source to maintain and manage

Architecture

- Highly scalable and Extensible middleware Web application using the industry standard J2EE application architecture
- Enterprise Application Architecture with high availability, fail-over and clustering capabilities
- Industry standard Web Application security features with tight Integration to LDAP/ADS and Single Sign-on
- Application Configuration Capability with XML System variables
- Industry standard Enterprise Scheduler and Notification Services

Configuration

- Easy to configure and expand the Initial configuration
- Easy to add a new plaza to the application
- Easy to add a new lane or replace current lane to the application
- Easy to keep old lanes and new lanes configuration
- Easy to configure to handle more traffic from lanes
- Easy to add a new third party file based interfaces

Functional

- Redesigned and Improved Collector Audit Module
- Redesigned and Improved Violation Processing
- Redesigned and Improved Away Agency Reconciliation

Reporting

- Improved Toll Traffic and Revenue Reporting
- Improved Toll Audit Reporting
- Improved Reconciliation Reporting
- Improved Operational Reporting

- Export reports dataset into other formats excels pdf for better usage.

Dashboards

- Interactive visual and graphical views with drill down capability
- Revenue, Traffic and Violation Analytics
- Published reports for Executive Management
- User Self Service capabilities with full and Ad-hoc queries and analysis
- Provide Comparative Visual Indicators in terms of overall system KPI and KPM's
- Proactive Delivery of alerts and notifications of exceptions in the System

Administrative

- Administrative Console for Operational Management
- Dash boards for the Operational KPI's
- Web Based GUI for File and Download and process Monitoring
- Web Based GUI for Lane Monitoring

Overall it provides Agency a consolidated web based J2EE application that is flexible, configurable and scalable to the future expansion needs for the Operations.

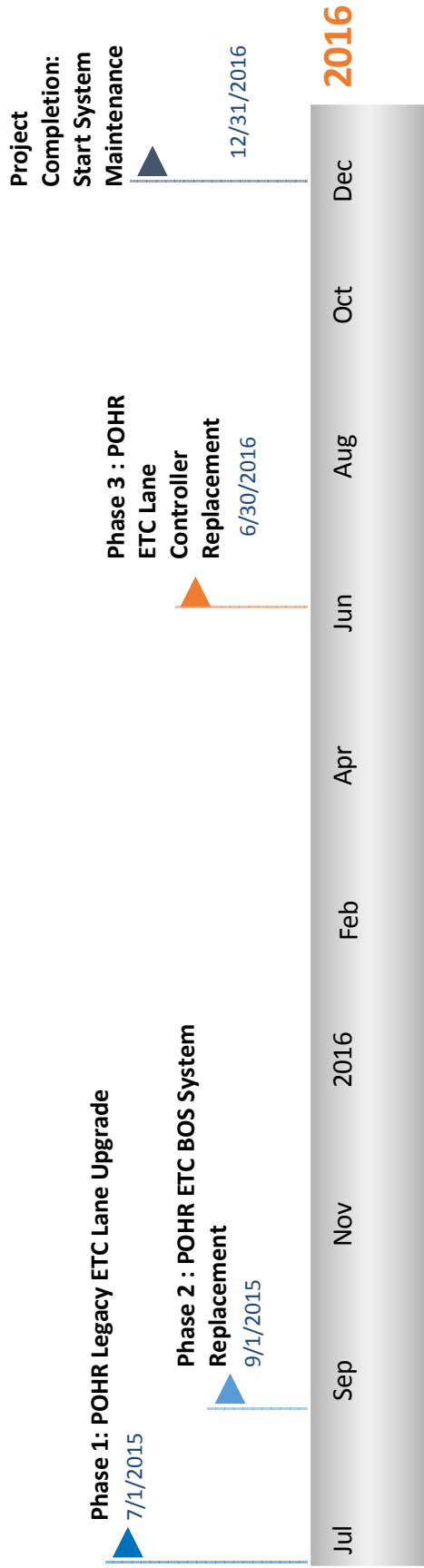
6 Project Approach and Timelines - ETC Upgrade, Maintenance and Replacement

The detailed project plan would be provided based on the System analysis and design phase. The proposed plan consists of Upgrade of the Lane controller Operating environment followed by Initial Phase of the Project to replace the BOS system and followed by the Lane Controller software Integration and changes.

The Project would be implemented in the following 3 Phases totaling 18 months. First year from Project NTP both Lane controller upgrade and BOS replacement would be completed. New BOS system Operations would be stabilized with in a period of 2 month while working on the New Lane controller Interface and Integration requirements with selected vendor AVI/AVC equipment.

Phase#	Phase Task	Incremental Period In Months	Duration In Months
Phase 1	Review and Analysis of Legacy ETC System Lane controller Upgrade supported operating Environment	NTP +2.5 months	2.5 months
Phase 2	Enterprise Toll Back Office System Replacement of Legacy Back Office system	+ 10 months (Initial System requirements would be started during the Lane controller Upgrade Transition of Phase 1) +2 Months Operations Stability with New BOS system	10 months
Phase 3	Lane Controller Replacement and Integration with Upgraded In-Lane Equipment	+ 4 months (System Requirements of this task could be started during the Operations of Phase2)	6 months

Port of Hood River Toll Bridge ETC Upgrade, Maintenance and Replacement



• **Phase 1 - POHR Legacy ETC Lane Upgrade- 2.5 Months**

NTP	NTP
+1	Legacy ETC System Review and Analysis Document , recommend upgrade Path & Identify Software Inventory and Changes
+1	Perform Upgrade Conversion – Lane Software and Configuration
	Integration /UAT Testing – Tests Runs, Review
+.5	Lane Controller Upgrade Deployment

- System review and analysis Current OS Platform and Software Dependencies for Both Lane and Back office system components.
- Document the recommended upgrade path and Identify software Inventory and changes needed for the Operating environment upgrade.
- Development Environment setup using the new Operating system and other needed Application components.
- Perform the Software conversion needed for Lane software and application configuration.
- Integration testing with live data feeds and perform UAT to make sure all functionality tested across all Lane Controllers and Integrate with in-Lane hardware system.

Phase 2 - POHR ETC BOS System Replacement - 10 Months

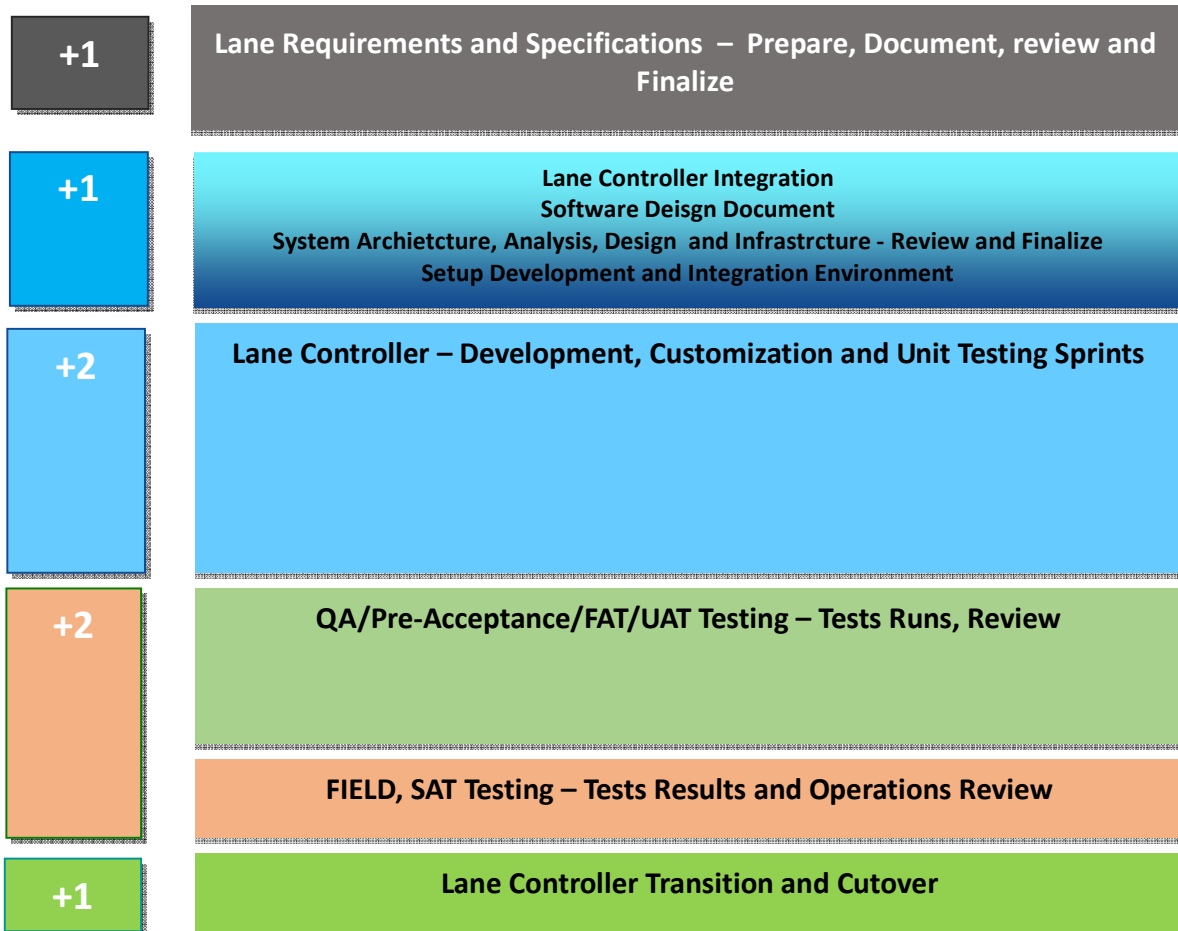
Port Hood River ETC system Replacement
 PSS J2EE Enterprise Toll Back Office System Implementation

NTP	PSS Enterprise Back Office System – Budget Approvals and Contract
+1	Enterprise Toll BOS Requirements and Specifications – Prepare, Document, review and Finalize
+2	J2EE Enterprise Toll BOS Software Design Document System Architecture, Analysis, Design and Infrastructure - Review and Finalize Setup Development and Integration Environment
+4	J2EE Enterprise Toll BOS – Development, Customization and Unit Testing Sprints
+2	QA/Pre-Acceptance/FAT/UAT Testing – Tests Runs, Review
	SAT Testing – Tests Results and Operations Review
+1	Enterprise Toll BOS – Data Migration, Transition and Cutover

Serial No.	Phase Milestones	Estimated Duration	Tasks
1	Specification and Design	NTP +3 Months	Technical Specifications and Software Requirements
			Preliminary design Development and review (PDR)
			Detailed Design
2	Software Development & Customization	+4 months	Test plans and test scripts
			BOS Software Development and refactoring
			Unit Testing
3	QA & Testing	+2 months	Integration and Dry Runs
			Factory Acceptance Test (FAT)
			Field Testing and UAT Tests
			System Acceptance Testing
4	Transition and Cutover	+1 months	Operational plans for transition
			Legacy systems transition
			Migration and cutover

○ Phase 3 - POHR ETC Lane Controller Replacement - 6 Months

Port Hood River ETC system Replacement
 PSS Lane Controller and In-Lane Equipment Integration & Implementation



Serial No.	Phase Milestones	Estimated Duration	Tasks
1	Specification and Design	NTP +1 Months	Technical Specifications and Software Requirements
			Preliminary design Development and review (PDR)
			Detailed Design
2	Software Development & Customization	+2 months	Test plans and test scripts
			LC Software development and refactoring
			Unit Testing
3	QA & Testing	+2 months	Integration and Dry Runs
			Factory Acceptance Test (FAT)
			Field Testing and UAT Tests
			System Acceptance Testing
4	Transition and Cutover	+1 months	Operational plans for transition
			Legacy systems transition
			Migration and cutover

7 Price Proposal

The overall cost of the ETC system Upgrade, Maintenance and Enterprise Back office Solution would consist of the following items.

7.1 Port of Hood River ETC Software support and Maintenance

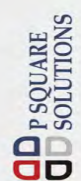
System Maintenance is amended to include only a minimal maintenance effort of 8 hours on a monthly basis with flexibility to expand as needed basis as an additional services for critical and escalated support issues. The Total cost of the Maintenance per Annam based on monthly minimum 8 hours cost is \$8,640.00

Any Escalated issues which requires onsite presence, might require extensive work beyond regular monitoring would be provided with recommendations for review and authorization. Upon review the Authority would provide authorization to perform the fixes or onsite travel as appropriate and would be billed as Time and Material basis as per proposed consulting hourly rates.

Monthly minimum hours of support would include the following items.

- Monthly conference call up to 2 hours to review and discuss ongoing issues, changes or additions to the system operations
- Remote monitoring of all issues notified and provide analysis and support

The Task Orders and changes to the existing system is not part of this quote. It is provided as task orders proposal with consulting hourly rates such tasks are performed on estimates basis in a separate proposal.



P-Square Solutions LLC
Port of Hood River Toll Bridge ETC System - Price Proposal Sheet
Project: Port of Hood River Toll Bridge ETC System Maintenance

Quote Date	May 27, 2015	Quote No#:	PSS-PHR-ETC-SM-20150527-01
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Port Hood River ETC System - Back Office Sysetem (BOS) and Lane System Maintenance (Monthly)						
Bid Item	Description	Total Effort	Units	Cost per Unit	Cost Basis	Annual Amount
1.00	Port Hood River ETC System Maintenance	1.00	Days	\$720.00	\$720.00	\$8,640.00
Port Hood River ETC Lane, BOS System Maintenance						
					Monthly	Annual
					\$720.00	\$8,640.00
Port Hood River ETC System Maintenance - Total Estimated Amount						

1. Port Hood River ETC System Server and other Hardware Support is not part of this quote.
2. Onsite Support is included as part of this quote and would be coordinated with authority operations team as needed basis. This includes the Annual Review meeting.
3. ETC system software maintenance on regular basis would be provided remotely through a secure Network access.
4. The Task Orders and changes to the existing system is not part of this quote. It is provided as task orders proposal with consulting hourly rates such tasks are performed on estimates basis in a separate proposal.

7.2 Port of Hood River Legacy Lane Controller OS Platform Upgrade



P-Square Solutions LLC

Port of Hood River Toll Bridge ETC System - Price Proposal Sheet

Project: Port Hood River ETC System OS Platform Upgrade & BOS Review

Quote Date

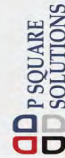
May 27, 2015

Quote No#: PSS-PHR-ETC-UG-20150527-02

Port Hood River ETC System - Lane System OS Platform Upgrade & BOS Review

Bid Item	Description	Total Effort	Units	Cost per Unit	Cost Basis	Amount
1.00	Port Hood River ETC Lane System OS Platform Upgrade	23.00	Days	\$720.00	\$16,560.00	\$16,560.00
2.00	Port Hood River ETC BOS System OS/DB Platform Review and Analysis	14.00	Days	\$720.00	\$10,080.00	\$10,080.00
Port Hood River ETC Lane Upgrade						\$26,640.00
Total						
Port Hood River ETC Lane System OS Platform Upgrade & BOS Review- Total Estimated Amount						\$26,640.00

- 1. Port Hood River ETC System Server and other new Hardware procurement if any is not part of this quote
- 2. Project travel and onsite support would be billed as time and material.



P-Square Solutions LLC
Port of Hood River ETC System Upgrade - Price Proposal Sheet Details
Project: Port of Hood River ETC System OS Platform Upgrade

Port of Hood River ETC System - Lane Controller Software OS Platform Upgrade						
Port Hood River ETC Lane System OS Platform Upgrade						
Bid Item	Description	Total Effort	Units	Cost per Unit	Cost Basis	Contract Basis * Total Amount
1.00	Phase1 :OS Platform and Lane Analysis	5.00	Days	\$720.00	\$3,600.00	\$3,600.00
2.00	Phase2 :Lane Software Conversion	10.00	Days	\$720.00	\$7,200.00	\$7,200.00
3.00	Phase 3 :Transition,Integration and Production Deployment	5.00	Days	\$720.00	\$3,600.00	\$3,600.00
4.00	Project Management	3.00	Days	\$720.00	\$2,160.00	\$2,160.00
	ETC Lane Software OS Platform Upgrade Estimated Efforts	23.00	ETC Lane Software OS Platform Upgrade Estimated Amount			\$16,560.00
Port Hood River ETC Back Office System (BOS) Review						
Bid Item	Description	Total Effort	Units	Cost per Unit	Cost Basis	Contract Basis * Total Amount
1.00	Pro-active Monitoring and Diagnostics	12.00	Days	\$720.00	\$8,640.00	\$8,640.00
6.00	Project Management	2.00	Days	\$720.00	\$1,440.00	\$1,440.00
	ETC BOS OS/DB Platform upgrade Estimated Efforts	14.00	ETC BOS OS/DB Platform upgrade Estimated Amount			\$10,080.00

P-SQUARE SOLUTIONS LLC

PRICE SHEET - Ver 1.4

DATE: 05/27/2015

Port of Hood River ETC System - Lane Software OS Platform Upgrade - Efforts estimation in Man Days			
Task No.	Project Task	Description	Total # Man Days
I	Phase1 : Current OS Platform/Lane Analysis	OS Platform analysis for Lane systems Inventory and Analyze the Lane System OS platforms and suggest recommended path Review the lane source Code and perform the compatibility checks and validations with In-Document upgrade path including the changes to Source code modules and Libraries as Total Efforts in Man Days	5
II	Phase2 : Lane Software Conversion	Lane Controller Software OS Platform Conversion/upgrade Setup the development Environment with upgraded Operating System for Lane controller Perform needed software program changes and compilation for upgraded Operating Lane Controller Software upgrade testing with in Lab using the In-Lane Hardware Lane Controller Software Integration testing with Live traffic in the Lane Support the transition of the Upgraded Lane Controller Total Efforts in Man Days	10
III	Phase 3: Transition, Live Testing and Production	Transition/Upgrade Deployment Perform and Support lane Controlled deployment through Live Lanes and Post Total Efforts in Man Days	5
IV	Project Management	Project Management and Coordination Total efforts in Man Days	3
4.1		ETC Lane System Upgrade- Total Estimated Efforts	23

Port of Hood River ETC System - Back Office System (BOS) OS Platform Review - Efforts Estimation in Man Days			Total # Man Days
Task No.	Project Task	Description	
I	Phase1 : Current OS Platform /BOS Analysis	OS Platform analysis for BOS	12
1.1		Inventory and Analyze the BOS OS and Programming platform and suggest recommended path	
1.2		Review the BOS source code and perform the compatibility checks and validations with OS and Integration Environment	
1.3		Document upgrade path including the changes to Source code modules for Database, Backend, Frontend as needed	
V	Proeject Management	Total Efforts in Man Days	12
5.1		Project Management and Coordination - Total efforts in Man Days	2
		Total efforts in Man Days	2
		ETC BOS Review - Total Estimated Efforts	14

7.3 Port of Hood River Software Changes and Task orders – Consulting Prices



**P-Square Solutions LLC
Port of Hood River ETC System Software changes - Price Proposal
Project: Port of Hood River - Consulting Price Proposal**

Quote Date	May 27, 2015	Quote No#:	PSS-PHR-ETC-CS-20150527-03
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Port of Hood River ETC System - Software Support, Maintenance and Modifications - Resource Rate Worksheet				
Bid Item	Task Description	Consultant Title	Consultant Level/Type	Loaded Hourly Rate
1.00	Systems Monitoring and Administration Tasks	Windows Administrator	Seasoned Professional/Senior - Toll Systems Expertise	\$90.00
2.00	Database Monitoring and Administration Tasks	Database Administrator	Seasoned Professional/Senior - Toll Systems Expertise	\$95.00
3.00	Application Software Development	Application Programmer/Developer (Backend/Frontend) Software Engineer System Programming(C++)/Lane Systems	Seasoned Professional/Senior - Toll Systems Expertise (Seasoned Professional/Senior - Toll Systems Expertise	\$110.00 \$110.00
4.00	Software Project Management	Software Support Manager	Seasoned Professional/Senior - Toll Systems Expertise	\$110.00

7.4 Port of Hood River ETC Back Office System Replacement

The overall cost of the Enterprise Lane and Back office Solution would consist of the following items. Fixed cost component which is Software and Hardware costs and variable cost of the Project implementation includes transition of the system.

- Fixed Cost of ETC Software consisting of Lane Controller and Back Office System
 - o Server and Storage Estimated Costs
- Variable cost of Project Implementation and Transition to New System



P-Square Solutions LLC

Port of Hood River Toll Bridge ETC System Replacement- Price Proposal Sheet
Project: Port Hood River Lane and BOS System Replacement

Quote No#: PSS-PHR-ETBOS-20150527-04

May 27, 2015

Quote Date

Port of Hood River ETC System - Lane Controller & Back Office System (BOS) replacement

Bid Item	Description	Total Effort	Units	Cost per Unit	Cost Basis	Amount
1.00	P-Square Lane Controller Software Cost	LS	LS	LS	\$0.00	\$0.00
2.00	Enterrprise Toll Back office System Software Cost	LS	LS	LS	\$0.00	\$0.00
Port of Hood River Enterprise Toll Back Office System Software costs						
3.00	Enterrprise Toll Back office System Hardware Cost (Estimated ony 2 servers and Storage- Actuals TBD)	LS	Days	\$720.00	\$50,000.00	\$50,000.00
Port of Hood River Enterprise Toll Back Office System Estimated Hardware costs						
4.00	Lane Controller Software Implementation Cost (Estimated only - Actual TBD) Includes Requirements Analysis, In-Lane Equipment Integration, Live Traffic tests, Project Onsite Support, Testing and Transition efforts	80.00	Days	\$720.00	\$57,600.00	\$57,600.00
5.00	Enterrprise Toll Back office System Implementation Cost (Estimated only - Actual TBD) Includes Requirements Analysis, Project Onsite Support, Testing and Migration efforts	120.00	Days	\$720.00	\$86,400.00	\$86,400.00
Port of Hood River ETC System repalcement Implementation costs						\$144,000.00

Port of Hood River ETC System Replacement Implmentation- Total Estimated Amount (Does not include the In-Lane equipment changes and hardware Costs) \$194,000.00

1. Project travel costs would be billed as a actuals basis.
 2. The In-Lane Equipment replacement hardware costs are not part of this quote.

7.5 Port of Hood River Lane Controller Hardware

The Lane Controller Fixed Costs consists of the Software and Hardware costs. Fixed cost of Hardware for Lane controller are estimated based on the system requirements and In-Lane equipment Integrations)

- Lane Controller Equipment and Peripherals Estimated cost
 - o Lane Controller Integrated Unit
 - o Terminal , Receipt Printer, Card Reader and other peripherals and Communication equipment
 - o Lane Controller Server



P-Square Solutions LLC

Port of Hood River Toll Bridge ETC System Replacement - Price Proposal Sheet
Project: Port Hood River Lane System - Price Proposal

Quote Date

May 27, 2015

Quote No#: PSS-PHR-ETLCS-20150527-05

Port Hood River ETC System - Lane Controller Server Hardware Cost

Lane Controller System Hardware Cost (Estimated per LC- Actuals TBD)				
1.00	- Lane Controller Integrated Unit - Terminal , Receipt Printer, Card Reader and other peripherals and Communication equipment - Lane Controller Server	LS	4.00	\$14,000.00
				\$56,000.00
Port Hood River Enterprise Toll Back Office System Estimated Hardware costs				\$56,000.00

Port Hood River ETC Lane Controller Hardware Estimated Cost
(Does not include the In-Lane equipment changes and hardware Costs)
\$56,000.00

1. Project travel costs would be billed as a actuals basis.
2. ETC System In-Lane Equipment replacement hardware costs are not part of this quote.

8 Project Core Team

The Core members of the P-Square team collectively have more than 100 man years of experience in Toll industry at the same time have expertise in the both J2EE Application Development frame works and IT infrastructures technologies. The effectiveness of P-square team comes from thorough understanding of Legacy Toll systems and ability to adapts and design applications on new technology framework. This provides agency the best of both worlds by having the technological expertise and toll industry experience.

P-Square core team collectively has more than 100 man years of experience in Toll Industry across North America, Europe and South America. The experience ranges from all types of ETC systems including the Open Loop (Barrier) systems, Closed Loop (Entry/Exit)systems and Free flow systems in many ETC system configurations Cash based(Touch screens, collector Deposits/audits), coin based (ACM), tag based (E-ZPass, Fastrak), Express Tolls (Express E-ZPass, Free-flow systems and Plate Based (Video Tolling).

Team has worked on all components of ETC systems which includes, Lane, Plaza, Host, CSC, VPC and Inter-operability processing including many of the external interfaces of Bank/DMV/Clearing houses/Payment Gateways for Credit/ACH/Debit cards/Collection agencies/Invoice &Mailings/VTDM/MOMS to name a few.

P-square core team's has proven track record and effective use of technologies for the application and solution implementation for business needs. P-Square Application Development framework experience include both Client-Server technologies and N-tier systems and extremely hands-on many of the N-Tier architectures including both J2EE and .Net framework technologies. The Core team has in-depth knowledge and experience on the Enterprise Back-office systems, high volume transaction processing systems using J2EE architecture. P-Square team has worked on many enterprise projects in Toll systems, Health-Care and Telecom solutions implementing J2EE Frameworks and cutting edge technologies. P-Square team has experienced in many J2EE pattern and framework technologies for optimal application performance and end user experience. Effective use of Application servers clustering, Messaging, queues and Batch processing techniques using J2EE systems and various Database technologies such as Oracle, SQL server and Informix databases for enterprise transaction processing and availability and performance.

P-Square team has very good expertise in the Systems architecture and administration in IT Infrastructure management, Data centric operations and High availability solutions involving clustering and replication technologies. Team members have provided pro-active solution implementations for IT eco systems management and monitoring using GRID technologies and enterprise backup solutions. P-Square has created center of excellences in Database technologies including Oracle Grid technologies, RAC databases, Golden Gate Data replications and Data warehousing and analytical solutions.

Reddy Patlolla, President – Leads the P-Square Solutions vision, Operations, development, Expansion and Roadmap for the Business Services and Service Portfolios. Manages Client relations, Contracts management, and oversight on Project deliveries. Systems Architect: IT Infrastructures, Data centric operations, High availability solutions and Database technology expert; Experienced in Toll Industry IT infrastructures, Application systems HOST/PLAZA/CSC/VPC and Reciprocity and Back office solutions for Toll systems.

Niyasi Pedyakkal, CTO – Leads the Technology vision, Operations and Solution delivery defines the Roadmap for Product development and expansion of Service Portfolios. Manages Client Relations and solution deliveries and Technical management on onshore and offshore teams. J2EE Architect: Design, development and hands on experience in ETC Back office HOST/PLAZA/LANE/CSC/VPC systems and Expert in Inter-operable solutions using the SOA technologies and experienced in IAG, CTOC and IEA systems.

Girish Pande, Lead Project management – Leads the Project management and Project delivery and operations. Manages the Manages consulting services and Global Project delivery operations. Supports New Business Development. Project Manager/Business Analyst: Highly regarded in the Toll industry comes with huge business and functional experience in all areas of the Toll Systems and managed Application design and well versed development technologies.

Gregory Shin, Lead Systems Engineering – Leads the Systems Engineering group efforts for Lane software integrations and project Support. Supports new business development. Responsible for product design, development, and integration of various real-time systems OS including C-Executive, LynxOS and Linux based Lane Controller software across many ETC toll projects. Extensive experience in In-lane systems like Lane Controller, VTDM, ProMux, Lucas Deeco Toll/Touch Screen Terminals and Linux based Touch Terminal Software. Provided Technical leadership to System Acceptance/R&D and field-tests for ETC lane Controller systems tests.

Shane Savgur, VP, System Engineering – Leads the Systems Engineering Services, Project Delivery and New business development and Engagements. Over 18+ years of experience in the Systems development, Integration, System Operations of Electronic Toll Collection and Traffic Management Systems. Technology management and Operations management experience in both Public Sector and Private sector. Expertise in wide range of Tolling systems, lane, back-office, Inter-operability, customer service, violation processing and payment systems.

Patrick Hallinan, Lead, Software Engineering – Leads the Middleware Application Technical architecture, Development and Project support and deliveries. Experienced in software development field and has worked in various programming languages including Web and Middleware development. Patrick is Instrumental for Architecture blueprints and Technical POC's for many of our Middleware Product Platforms development.

9 Appendices –A

9.1 Successful Project Case Studies

P-Square Solution have successfully implemented following projects in tolling industry for various clients:

9.1.1 Project #1: NJTA J2EE Toll Plaza Consolidation Project

Project Name	New Jersey Turnpike Authority (NJTA) Toll Plaza Software Consulting Service Project (RFP -108) Professional Services
Company Name	New Jersey Turnpike Authority 581 Main Street Woodbridge, New Jersey 07095-5042 Phone : (732).750.5300 Fax : (732) 750-5399
Project Manager	Gregory Megow Assistant Director, Software Engineering Phone: (732) 442-8600 ext. 2173 E-mail: gmgow@turnpike.state.nj.us
Project Description	<p>The New Jersey Turnpike Authority (the “Authority”) procured the services to provide toll plaza software consulting services through RFP. The Project scope was to provide professional services to migrate toll plaza software from the existing client/server based to a java based system. The scope includes design, develop, test and implement toll plaza software in the Java architecture. The software migration will consolidate the toll plaza applications on both Authority roadways, namely the Garden State Parkway (“Parkway”) and the New Jersey Turnpike (“Turnpike”). More significantly, the software migration will regionalize plaza servers and locate them at the Authority’s primary and disaster recovery site for toll plaza functionality and upgrade aging hardware.</p> <p>The Authority utilizes MyETCPassport as its integrated Toll Systems package an in-house developed product that was upgraded to combine Parkway and Turnpike Toll Systems into a Java based environment.</p> <p>Plaza Software Upgrade</p>

	<p>The project scope is to understand the current design, operations of the system and work with the ETC Staff to migrate the system to integrate with MyETCPassport. Some of the key features that need to be implemented were</p> <ol style="list-style-type: none"> 1. Implement Plaza – Host, Host – Plaza communications. 2. Implement stand alone and application server based real time monitory applications. 3. Implement the current plaza level summaries at Host. 4. Implement transaction processing at Host. 5. Develop traffic, operation and audit reports. 6. Develop testing tools to simulate and test the load from all the Turnpike and Parkway lanes. <p>Application, Systems Integration Should understand current application, systems architecture and implement the plaza sub system to integrate with MyETCPassport. The new architecture should be a clustered architecture with ability to load balance the load across different servers at the Primary and DR sites.</p> <p>Documentation Responsible to document the services that are delivered to the Authority. Documents include, but are not limited to: proper commenting/documentation of the source code, Deployment procedures and scripts, installation, start and stop scripts. The programmers should follow industry standard logging procedures.</p> <p>Testing Responsible for developing the overall test plan, test scripts, and supporting documentation which will be utilized for the various phases of testing. The overall test plan should detail the processes, tools, tasks, and materials to be used for all of the testing phases. Testing phases should include unit testing, integration testing, user acceptance testing, and system performance/stress testing.</p> <p>Training Provide training to the ETC team for all the functionality that is Implemented during the migration.</p>
<p>Project Technology Overview</p>	<p>J2EE/Java/IBM MSMQ JSP/HTML Pro*C/PL/SQL Programming Red Hat Enterprise Linux (RHEL)/ Oracle RDBMS</p>
<p>Project Duration</p>	<p>July 2011 – March 2013</p>

	<ul style="list-style-type: none"> - Understanding and Analysis of the Current J2EE Implementation Stack and Architecture - Toll Plaza Software upgrade with Similar J2EE software stack and Architecture - Application , systems Integration - Documentation - Testing - Training
Project Value	\$1,447,754.00

9.1.2 Project #2: Delaware Department of Transportation (DELDOT) ETC System upgrade

Project Name	Delaware Department of Transportation (DELDOT) ETC System upgrade
Company Name	<p>Delaware Department of Transportation I-95 Toll Plaza 1200 Whitaker Road Newark, DE 19702 Phone : 302.366.7299 Fax : 302.366.7271</p>
Project Manager	<p>Jon Osborne Phone: 302.366.7220 Mobile: 410.920.8611 E-mail : Jon.Osborne@state.de.us</p>
Project Description	<p>The Delaware Department of Transportation (DelDOT) currently operates and collects tolls on SR-1 and on section of I95 using electronic toll collection system. DelDOT's ETC system is in operations since 1998 and is still using the same software solution for Plaza and Host System since the last implementation in 1998. DelDOT ETC system comprises of One Toll Host And Three Mainline toll Plazas.</p> <p>There were many software components of the DelDOT ETC System including Hardware which was successfully upgraded from HP-UX servers to Dell Intel Linux Servers. The Legacy Power Builder application has been upgraded to newer Versions and similarly the host and plaza database has been upgraded to latest release of IBM Informix dynamic server. The Host and Plaza backend software programs are ported from the HP-UX to Linux Environment.</p> <p>Upgrading Host and plaza Informix Databases to Supported</p>

	<p>versions and Porting Operating environment to Red Hat Linux and Application software both backend and front-end is one of the very successful projects completed by P-Square solutions for Host and Plaza systems in the years 2009 and 2010 respectively. The replacement Host system has been run parallel for period of 8 weeks during test period and all functions and reports have been fully compared and reconciled with the existing system before migrating to New Host system. Similarly the New Plaza systems upgrade was done without much issue to the current operations. The Complete move was performed on a holiday weekend with minimal impact to the users. The Performance and User experience and availability of the system has been increased to 99.99% thus improving the overall ETC system Operations.</p> <ol style="list-style-type: none"> 1) DeIDOT ETC Host system upgrade project <ol style="list-style-type: none"> a. Operating System ported to Linux from HP-UX b. Upgraded Host Informix Database to Supported Versions on Linux from HP-UX c. Ported the Legacy ETC Host backend software C/ESQLC to Linux Operating system from HP-UX d. Upgraded the Host Power builder application to supported versions on Supported Windows Client Environment 2) ETC Plaza system Upgrade project <ol style="list-style-type: none"> a. Operating System ported to Linux from HP-UX b. Upgraded Plaza Informix Database to Supported Versions on Linux from HP-UX c. Ported the Legacy ETC Plaza backend software C/ESQLC to Linux Operating system from HP-UX d. Upgraded the Host Power builder application to supported versions on Supported Windows Client Environment
Project Technology Overview	<p>ESQL/C/SPL Sybase PowerBuilder C/C++ /TCP Programming Red Hat Enterprise Linux (RHEL)/ IBM Informix RDBMS</p>
Project Duration	<p>March 2009 – July 2010</p> <ul style="list-style-type: none"> - System Portability and Upgrade analysis - System Operating Environment Compatibility and POC - Software Porting and Configuration management - Software Integration testing and Site Factory Testing

	<ul style="list-style-type: none"> - Software Implementation and Parallel Run support - Software Maintenance and Support through the Production Operations
Project Value	\$315,790.00

9.1.3 Project #3: South Bay Expressway Toll System Software Consulting Services

Project Name	<p>South Bay Expressway Toll System Software Consulting Service</p> <p>Professional Services</p>
Company Name	<p>South Bay Expressway /SANDAG 1129 La Media Road, San Diego, CA 92154 Phone : (619).710.4000 Fax : (619) 710-4097</p>
Project Manager	<p>Samuel Johnson, Mobility Operations Director Phone: (619) 710-4012 E-mail: sjohnson@sbexpress.com</p>
Project Description	<p>South Bay Expressway is a toll road operator in the San Diego area Which is currently owned and operated by SANDAG. The Toll Road, also referred to as SR125 South Toll road is about 10 miles long connecting SR-905 at the south side with SR-54 on the north side.</p> <p>P-square is responsible for the software design, development, deployment and maintenance of several software components that are an integral part of the SBX’s toll collection system. Some of the specific Software projects that P-square was involved with include :</p> <ul style="list-style-type: none"> - Financial Module Design for the Customer Service back-office software. - California Toll Operator Committee (CTOC) – Toll Interoperability software: SBX FastTrack transponders are interoperable with four other Toll agencies in California. SBX exchanges plate files, tag files, transaction files, and reconciliation files with the software developed by P-Square. - FastTrack Account Module: P-square developed flexible account statement module that enhances SBX ability to deliver the accounts statements in a secure manner and have the ability to modify the statements formats without any change to the software. - Tag Order Fulfilment Module – P-Square has enabled SBX

	<p>to integrate with Endicia, the postage company to automate the shipping label printing and transponder order fulfilment using the workflow process.</p> <ul style="list-style-type: none"> - Violation filtering module – P-square developed a violation Filtering Module that enables SBX to filter out violation generated during the hardware malfunction. - Pay-by-Plate Website – the website that P-Square developed enables SBX customers to pay for the tolls within five days of the transaction. - Payment Gateway for all in-lane Credit Card Transaction processing – P-square provided SBX with an important component of its credit card in-lane solution – interface with PayPal payment gateway. - Software Bugs fixes and software releases
Project Technology Overview	.NET/VB/C#/Java T-SQL/SQL Programming Web Development in html5 Web Services Microsoft Windows Server 2012 /Microsoft SQL Server 2012
Project Duration	March 2008 – June 2012 (SBX) June 2012 – Current (SANDAG) <ul style="list-style-type: none"> - Software Design, development, deployment and Maintenance of SBX Toll System Software - Sub-contractor to Prime System Integrator - System fixes, Enhancements and Task Orders - Replacement Functionality - Testing, Documentation and Training
Project Value	\$220,471.00 (Cumulative value of Various Task Orders)

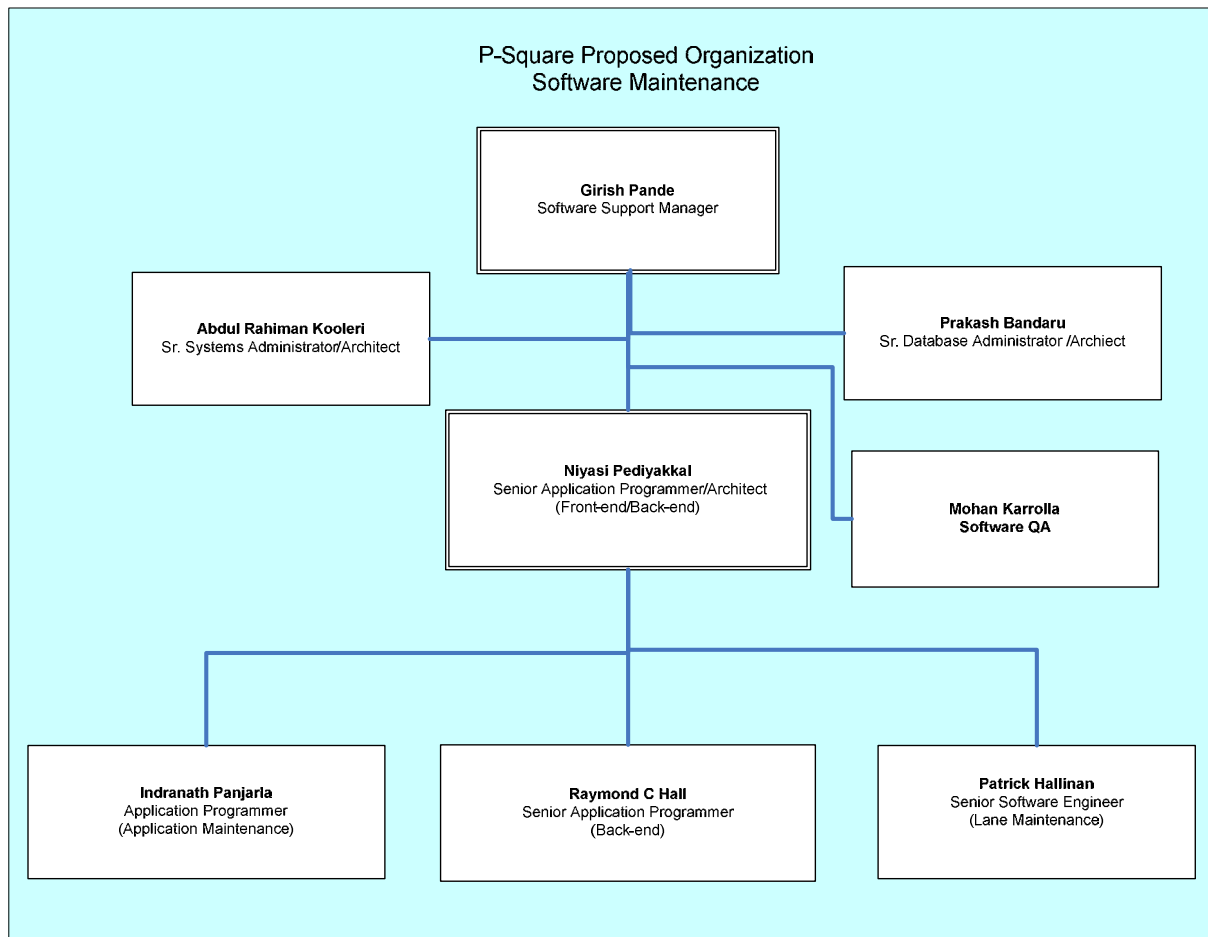
9.1.4 Project #4: Interoperability Management Service Provider (IMSP) Hub Development

Project Name	Interoperability Management Service Provider (IMSP)
Company Name	Sanef its america Inc. 95 SeaView Blvd. Port Washington, NY, 11050 Phone : 516-484-3333 Fax : 516-484-5161
Project Manager	Kinjal Munshi Phone: 516-592-6134 Mobile: 607-237-5578 E-mail : Kinjal.Munshi@Sanef-its-America.com

<p>Project Description</p>	<p>This Project Interoperability Management Service Provider (IMSP) is Complete End-to-End Software project with phases of design, development, testing, Implementation and Support. The objective is to replace existing Toll Inter-operability system of National Roadway Authority, Ireland to newly re-architected system to adopt to New ISO protocols for Inter-operability system. The project is successfully completed through all phases of project after months of Parallel operations, test validations and migrating to the New IMSP Hub system with no interruption to current operations involving 12 Toll service providers interfacing with Hub System.</p> <p>This new entity, the Interoperability Management Service Provider (IMSP) is an interoperability hub that supports the interoperability between Toll Service Providers (TSP) and Toll Chargers (TC). The IMSP Solution is divided into two main sub-systems, namely the Solution hub core which is located in a Host environment and the IMSP CO (Compatible Operator) Client which is located in the TSP or TC premises. The two sub-systems communicate through secure Virtual Private Networks (VPN) through the Internet. The files exchanged between TSPs and TCs and the IMSP CO Client are XML formatted and later phases adoptable for ISO definitions for Toll Inter-operability.</p> <p>IMSP system developed to achieve the following goals:</p> <ol style="list-style-type: none"> 1. Exchange list information (White, Grey and Black lists) concerning the Service Users that are allowed to use the tolled roads thus reducing or eliminating the possibility of fraud. This goal is facilitated by the IMSP through the gathering of lists coming from the TSPs, consolidating said lists and distributing the resulting consolidated lists to TCs. 2. Allow Service Users to use the Services provided by TCs while receiving a single invoice. This goal is attained by the IMSP through the gathering of interoperable transactions (Charging and Enforcement information) made on the TCs toll plazas, consolidating said transactions, informing the respective Service User TSPs of the interoperable transactions performed on all the TCs toll plazas and, periodically, establishing and distributing the financial information (Settlement Statements) that support the settlement amongst the TSPs and the TCs. 3. Simplify and render transparent the handling of disputes amongst TSPs and TCs. This is facilitated by the IMSP through the implementation of a web based tool with which TSPs and TCs are able to handle transaction dispute raising and handling. While increasing the transparency of the
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	<p>process it also renders the financial information processed by the IMSP more in line with the effective payments made between TSPs and TCs.</p> <p>4. Handle the security elements that support the interoperability. The IMSP handles this by providing a key management system to manage the needed Trust Objects (DSRC interoperable keys amongst other cryptographic elements) as well as a procedure and Standard Operating Procedure (SOP) for the distribution of said Trust Objects.</p> <p>The above goals are focused on the IMSP Solution and its role in guaranteeing the interoperability between TSPs and TCs. The design of the IMSP Solution is based on the requirements that come from the IMSP Contract and from the Supplemental Functional Requirements established with the NRA through a series of workshops between the different Stakeholders.</p>
Project Technology Overview	<p>.NET/C#/T-SQL Programming Microsoft MVC Framework Web Development in html5 Web Services Microsoft Windows Server 2012 /Microsoft SQL Server 2012</p>
Project Duration	<p>August 2013 – May 2014</p> <ul style="list-style-type: none"> - Business requirements Analysis and Use case specifications - Detailed Design Document - Software Development and QA Testing - Software Integration testing and Site Factory Testing - Software Implementation and Trail Period Parallel Run support - Software Support through the Production Operations and Warranty Period
Project Value	\$350,000.00

9.2 P-Square ETC Software Maintenance Organization



9.3 P-Square ETC Software Maintenance Members Resumes

Will be provided upon request.

10 Appendices –B : References

References and additional documentation will be provided upon request.

Commission Memo



Prepared by: Michael McElwee
Date: June 16, 2015
Re: Expo Project Update

Jeff Pickhardt, President of Key Development will provide an update on planning, permitting and architectural design progress on the three buildings proposed for the Expo property. This will be an opportunity to ask specific questions about the plans for the Turtle Island Building that were submitted for Port Design Review, an action item on the agenda.

Recommendation: Information.

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Commission Memo

Prepared by: Michael McElwee
Date: June 16, 2015
Re: Lot #1 Planning Worksession



Mike Zilis, principal at Walker|Macy will attend the June 16 meeting to discuss their firm's Lot #1 work to date. He and I will facilitate a discussion about various aspects of planning that are underway. Please review the attached agenda, schedule, and discussion outline prior to the meeting. Commission input and direction is sought.

RECOMMENDATION: For Information.

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MEETING AGENDA

Time: 6:00pm

Topic: Port Commission Meeting #1

Meeting Date: 06/16/2015

Location: Walker Macy

Project: Lot 1 Development Plan

Project #: P3153.01

1. Background

- W/M Scope of Work
- Schedule
- Meeting Outcomes.

2. Schedule (Attachment)

3. Discussion Outline (Attachment)

- Background
- Objectives
- Development Issues
- Disposition Policy

4. Work to Date

- Site Assessment
- Overall Site Plan (Attachment)
- Observations/Key Issues
 - Parking
 - Utilities
 - Stormwater
 - WRP (Subarea 4) Impacts
 - Other
- Next Steps

5. Discussion



Port of Hood River
Lot 1 Development Plan
 June 8, 2015

	M	T	W	T	F	Sat	Sun
June	1	2	3	4	5	6	7
	PHASE 1: Prepare Draft Site Assessment Memorandum	Board of Commissioners MTG					
	8	9	10	11	12	13	14
	Conference Call with Port Staff						
	15	16	17	18	19	20	21
		Board of Commissioners MTG and WORKSHOP re: Programming, Vision, Goals	Conference Call with Port Staff	Internal Design Team Meeting	Site Assessment Memo COMPLETE		
	22	23	24	25	26	27	28
	PHASE 2: Preliminary Development Scenario		Meet with Port Staff in Portland				
July	29	30	1	2	3	4	5
			Conference Call with Port Staff		July 4th Holiday	Independence Day	
	6	7	8	9	10	11	12
			Meet with Port Staff in Hood River		Issue information for Board Packet		
	13	14	15	16	17	18	19
		Board of Commissioners MTG Present Final Site Assessment Memo & Preliminary Development Scenario	Conference Call with Port Staff	Public Meeting			
	20	21	22	23	24	25	26
	PHASE 3: Prepare Preferred Development Plan		Meet with Port Staff in Hood River				
Aug	27	28	29	30	31	1	2
			Conference Call with Port Staff				
	3	4	5	6	7	8	9
		Board of Commissioners MTG	Meet with Port Staff in Portland				
	10	11	12	13	14	15	16
			Conference Call with Port Staff				
	17	18	19	20	21	22	23
		Board of Commissioners MTG and Present Preferred Development Plan	Meet with Port Staff in Portland				
	24	25	26	27	28	29	30
Sept	31	1	2	3	4	5	6
	PHASE 4: Prepare Final Draft Development Plan	Board of Commissioners MTG and PUBLIC MTG to present preferred development plan	City of Hood River Subdivision Pre-Application Conference				
	7	8	9	10	11	12	13
	Labor Day		Meet with Port Staff in Portland				
	14	15	16	17	18	19	20
		Board of Commissioners MTG & Present Final Draft Development Plan					
	21	22	23	24	25	26	27
			Conference Call with Port Staff				
Oct	28	29	30	1	2	3	4
	Deliver Final Documents to Port		(176)				

June 16, 2015

Lot #1 Conceptual Subdivision Plan Discussion Outline

The Port has carried out significant planning work on Lot #1 over several years. We are now building on that work to identify a more specific approach to property development and provide the basis for a subdivision plan application. Walker/Macy has been retained assist in this effort. This paper represents a staff framework for Commission and public consideration about the future development of Lot #1.

I. Background

The Group Mackenzie “Lot #1 Preliminary Concept Plan” (2010) provided a general approach to future development for public discussion. The Walker/Macy “NBWE Concept Plan” (2014) identified a specific approach to development along the Nichols Basin. The recent Waterfront Refinement Plan (2015) modified zoning across much of the Waterfront including Lot #1 and implemented design guidelines. In addition, the Port’s “Strategic Business Plan” (2014) highlighted Lot #1 as a key area of focus for the Port’s future light industrial development efforts and states:

Nichols Basin Business Park (Lot #1) - “Complete a high-quality business park that attracts growing local firms and new businesses, creates and retains high quality jobs and supports adjacent recreational, scenic and environmental amenities.”

With these planning efforts complete, the staff work plan for 2015 anticipated an application for a light industrial subdivision plan will be made by late in the year.

II. Public Objectives

An important aspect of Lot #1 development is the identification of public objectives that the Port seeks to achieve in the long-term. Lot #1 represents one of the last large, developable light industrial sites in the City and is also a highly visible and crucial part of the waterfront. Development should be guided by overall statements of purpose that guide the final plan and Port policies and a development strategy. Based on our Strategic Business Plan and prior successful efforts in the Waterfront Business Park, consideration of the primary public objectives to guide development of Lot #1 is needed. Staff suggests the following seven:

- 1. Family wage jobs**
- 2. High quality design and construction**
- 3. Augment the Downtown Core**
- 4. Waterfront-compatible businesses**
- 5. Broad public access**

6. Superior pedestrian environment

7. Environmental Sustainability

III. Port Objectives

In addition to public objectives, the Port must develop Lot #1 to achieve its own business objectives. Lot #1 represents more than 80% of the developable industrial land in the Port's current portfolio. This limited supply needs to be developed in a way that helps sustain the Port of Hood River over the long term and helps meet business objectives. The following seven additional Port objectives that should be considered:

1. Maximize long-term revenue
2. Consider current market needs vs. future opportunities
3. Adhere to the Port's financial policies
4. Be consistent with articulated disposition policy
5. Maintain design & development control
6. Contribute to maintenance costs for public infrastructure
7. Leverage other resources and seek financial partners

III. Development Issues

Staff seeks direction on some broad development issues that can help give direction to the long-term development strategy for Lot #1. Some are listed below with initial staff recommendations:

A. Brand

The premier business location in the Gorge -- quality, sustainable design in a work hard/play hard environment.

B. Target Market

1. Established, local businesses looking to expand.
2. New businesses to the Gorge
3. Floor area needs of 5,000 s.f. to 10,000 s.f.
4. Focus on three business sectors:
 - i. Outdoor gear
 - ii. Technology
 - iii. Food/agriculture/beverage

C. Design Principles

1. Pedestrian Orientation
2. Vertical Density
3. Human Scale
4. Flexible lot configuration
5. Timeless architecture
6. Internal, “soft”, joint-use parking
7. Environmental “Best Practices”
8. Multiple use areas
9. Recognize view corridors

D. Implementation Schedule

The Port should be prepared develop Lot #1 in a careful, patient manner due to its singular importance to the waterfront context and to achieve described objectives. Development of most of the property will be dependent upon construction of critical road and utility infrastructure-- it will be years before financing can be obtained. Full build-out of Lot #1 should be considered in terms of an 8-12 year timeframe— much is dependent upon market conditions, infrastructure needs and financing..

E. Financing

Financing development of Lot #1 will be challenging due to the magnitude of infrastructure costs, the Port’s financial limitations, attractiveness for private investment and many other factors. The following are likely sources of development capitalization:

Infrastructure:

- IFA loans/grants
- ODOT Immediate Opportunity Fund (IOF)
- Tax Increment Financing

Site/Building Development

- Port equity (rollover from asset disposition)
- Debt
- Port/Private financing partnership

8. Disposition Policy

A key policy consideration is the extent to which the Port will sell portions of Lot #1. The Port has established a policy of not selling property that borders the Columbia River due to its long-term value as a public asset in public ownership. Lot #1 represents a large public asset to the Port and the community. A clear disposition policy for Lot #1 will let the public and private businesses know what to expect and direct staff response and a number of future implementation actions.

- *The Port shall not sell properties bordering the Nichols Boat Basin unless necessary to a non-profit organization for the purpose of constructing a public boathouse.*

- *The Port shall generally not seek sell any properties on the balance of Lot #1 unless some or all of the following conditions exist:*
 - *Compelling business need*
 - *Achieve important public objectives*
 - *Superior financial return to the Port*

- The Port will consider land leases if the business terms are adequate, the lease term is 30 years or less and a clear right of purchase is defined.

- The Port will consider creative forms of public/private partnerships.

9. Design Guidelines:

The Port has used specific design guidelines and a required design review process for the last several years with good results in the Waterfront Business Park. However, the Waterfront Refinement Plan (WRP) is now complete and includes City-mandated design guidelines. Staff recommends that the Port maintain its own design review process but consider additional guidelines in recognition of the prominence and importance of Lot #1.

Commission Memo



Prepared by: Liz Whitmore
Date: June 16, 2015
Re: Waterfront Parking Update

Based on Commission feedback and further analysis of traffic patterns on 1st Street and Portway Ave., revisions have been made to the waterfront parking configuration. Please see attached drawing indicating the following:

- (28) diagonal parking spaces on Portway, an increase of (18) spaces from existing parallel parking of current layout.
- (47) parallel parking spaces on 1st Street, an increase of (38) from existing designated parking spaces.
- Yellow highlighted area indicates 90-minute parking.
- Pink highlighted area indicates no time limit.
- Additional drop-off zone added adjacent to the path starting point at the north end.

As previously discussed, staff would like an opportunity to assess parking capacity, vehicular circulation, and typical length of time cars are parked in designated areas this summer to determine future planning needs. Rick Williams, the Port's parking consultant, met with staff last week and will be providing a report outlining parking management strategies, alternatives and pricing.

RECOMMENDATION: For discussion.

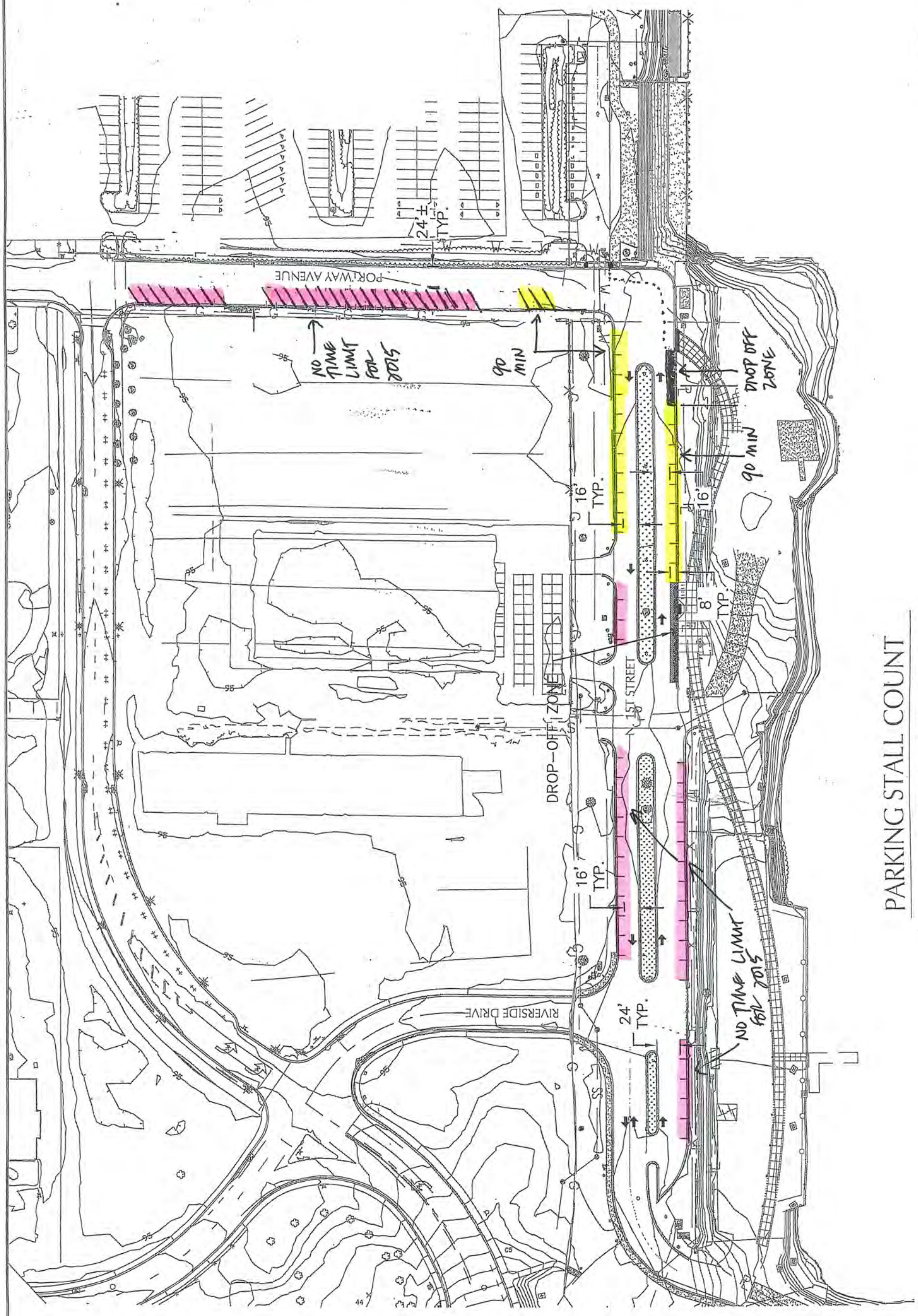
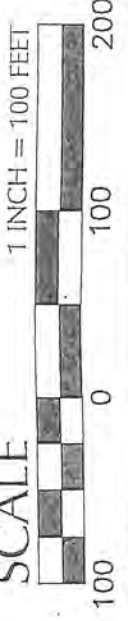
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PORT OF HOOD RIVER
N. 1st Street Parking
And Portway Avenue Parking

SHEET	1
OF	4
PROJECT NO.	JENNSTEIT
TYPE	

STUART L. CATO
CONSULTING CIVIL ENGINEER
855 SW KATHLEEN LANE
BRAINARD, OREGON 9725
503-552-0801 PHONE/FAX

DESIGNED BY S.L.C.A.	DATE	04/26/15
DRAWN BY J.B.C.	DATE	01/21/15
REVIEWED BY C.V.	DATE	
PROJECT NO.	13135	REF.
SCALE		
NO.	DATE	REVISION
1	08/15	ADD PORTWAY
		S.L.C.



PARKING STALL COUNT

(47) PARALLEL SPACES
 (28) ANGLED SPACES
 (75) TOTAL

File: M:\p\2014\314152-Slu-Cato-Nico-2014\CAD\PL07\N-1st-St-Parking\N-1st-St-STE.dwg TAB:1
 Plotted: 8/9/15 at 3:54pm By: jacob
 Project: N-1st-St-xib N-1st-St-xav 1334_Design

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Executive Director's Report

June 16, 2015

Staff & Administrative

- The June 16 meeting has a lengthy agenda and some significant items for Commission review and possible action. Staff recommends that the Commission hold just one meeting in July, scheduled for July 14.
- Executive Review materials will be coming to you via mail in about two weeks. The packet will include an annotated work plan, self-evaluation, and an evaluation form. Completed materials should be sent to Jerry Jaques office.
- Please plan to attend the 2015 PNWA Summer Conference at the Best Western on June 22, 23 and 24. I will be making a short presentation on June 22 to welcome the attendees to the area, and the Port is a Silver Sponsor of the event. Genevieve has been assisting PNWA in conference planning.
- Genevieve has completed a Needs Assessment and is moving on to the Scope of Work for the Port's new website and will present the project concept and work plan at the July 14 meeting.
- Staff will have a draft Smoke-Free Facilities and Grounds policy and resolution also for your review on July 14.
- We have a short list of building names we are considering for the Maritime Building and the Jensen Building. Genevieve is polling the tenants via email for their opinions. The Commission will be able to review the resulting final choices on July 14.
- The OneGorge Advocacy group met in Hood River on June 10. Washington Representative for District 14 Gina McCabe was in attendance, as well as U.S. Rep. Greg Walden's Constituent Services Manager, Risa Wonsyld. Hal Heimstra called in from D.C. with a legislative update on PNRS and transportation reauthorization, and Michelle Giguere called in from Salem. The next meeting is Wednesday, July 8 at 3:00PM, location TBD.

Recreation

- Daily Pass sales at the Event Site total 829 as of June 10, an increase over last year of 110. Annual passes are also up, with 647 sold as of June 10, 108 more than last year.

- Event Site hosts John and Sharon Chow arrive June 25 or 26.
- Based on Commission direction, staff issued a refund notification letter (attached) to all Marina tenants stating that electrical and garbage fees will not be imposed in 2015. Those tenants that have already paid will receive their refunds by the end of June.
- Construction on the NBWE Trail Project continues per schedule. Columbia Riverkeeper has now tentatively agreed to allow a paved trail around the Hattenauer property. The City is taking the lead on this project and will be requesting financial help from the Port and Naito Development.
- Commissioner McBride reports that the first “Loco Wednesday” at the Event Site on Wednesday June 3 was a big success. 135 meals were served. Similar events will be held on June 10, 17 and 24.



- The Marina Green lawn is very brown, the result of a severely damaged valve box. The valves are now repaired and crews are trying to lay down water to bring the grass back. It appears the damage occurred from the ground shifting around the box, possibly the result of a recent spate of small earthquakes.
- Hood River County has been unable to keep up with landscape maintenance around the Museum for the last few months. The County has suggested that the Port take on this maintenance for a fee. John Mann is evaluating this concept.
- 4th of July access limitations for traffic and crowd control are rolling out. Genevieve will issue a press release with the details; Liz has already begun outreach to Paul Zastrow, CGKA, and Reservoir Control to confirm water levels.

Development

- The City has not yet made a decision regarding the Conditional Use Permit Amendment for the Naito Hotel project. This amendment would allow a 30% increase in the commercial building floor area.
- Anne continues doing a wide variety of tasks related to the possible Hanel transaction. She has obtained proposals from civil engineering firms for the site and utility work and continued discussions with Crystal Springs Water District (CSWD). It appears now that CSWD will install the main service line at their expense. Bids went out for the clean-up last week.
- Jeff Pickhardt will attend the June 16 meeting to provide an update on the Expo Project. Staff has reviewed the design review application for the first phase, Turtle Island Distribution Building and this will be an action item on the agenda.
- The utility maps for the waterfront were forwarded to the Commission on June 5.

Airport

- The next meeting of the Master Plan Advisory Committee is scheduled for Wednesday, June 24 at 4:30PM, at WAAAM.
- According to FBO Scott Gifford, a USFS contract heavy lift helicopter and support crew over-nighted at the Airport on June 3. They were enroute to Wenatchee and told to overnight in The Dalles. According to Scott: "the crew said that they would stay in Hood River instead--the food and hotels played a part in that decision, but they love the airport and the support we give them."

Bridge/Transportation

- Fred continues to hold quarterly meetings of all toll staff.
- Small "Rumble Strips" will be installed on either side of the Toll Booth in July. This is an additional attempt to slow the speed of vehicles through the Toll Plaza.
- Hal Hiemstra reports that the FHWA is still reviewing the PNRS applications and hasn't finalized the PNRS report to Congress. There is some indication that the Senate EPW Committee is going to make a significant financial commitment to PNRS in their long-term rewrite of MAP 21.



Port of
Hood River

Providing for the region's economic future.

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1000 E. Port Marina Drive • Hood River, OR 97031 • (541) 386-1645 • Fax: (541) 386-1395 • www.portofhoodriver.com • Email: porthr@gorge.net

To: All Marina Tenants

From: Fred Kowell, Chief Financial Officer
Port of Hood River

NOTIFICATION OF BASE UTILITY REFUND

All Port of Hood River Marina tenants received notification of a change in billing for base utility costs in November of 2014. However, those changes were to be reflected in new Marina Moorage Rules & Regulations that were not approved by the Port Commission until May 2015, and therefore were not in effect until that time.

Therefore, the Port of Hood River will issue refunds for base utility and garbage/recycling payments received for 2015. If you have made any such payments you will be issued a refund check for the amount paid by July 1, 2015.

Please note: Refunds will be issued for **base** service costs only. There will be no refund for actual electrical usage. Invoices for actual electrical use will continue to be issued per Marina Rules and Regulations in effect January 1, 2015.

Beginning January 1, 2016, the Port will bill Marina Moorage tenants for the base utility costs as described in the Marina Moorage Rules & Regulations.

Please contact myself or Marina Manager Laurie Borton at (541) 386-1645 or via email to porthr@gorge.net for any questions.

Thank you,

Fred Kowell
CFO, Port of Hood River

Commission Memo



From: Fred Kowell
 Date: June 16, 2015
 Re: Tolling System Upgrade

Staff has been working for over a year to identify system requirements and other needs to acquire tolling system support. Our current tolling system requires the services of two different consultants to maintain our two tolling systems. Both consultants are now either in retirement or near to. They both expressed concern that the Port should seek future assistance due to their withdrawing from the industry.

After investigating a possible solution to this dilemma, it was discovered that any maintenance would have to occur under a new upgraded operating system since any prospective programming support wouldn't be possible under a de-supported Windows XP operating environment. To move forward with system support and operating upgrades, it became clear that tolling system support is a niche industry with niche pricing. Staff requested additional technical support and consulting expertise that have the experience and knowledge of the tolling industry. The Port hired HDR Engineering and with their Toll Practice Leader, Dennis Switaj, we are now able to move forward with a contract with a vendor. P Square Solutions will be able to maintain our current system as we migrate to upgraded system that take both our systems and merge them into one integrated system.

P Square Solutions has been implementing electronic tolling systems for various clients including the South Bay Expressway, New Jersey Turnpike, and Delaware's tollways (SR-1 and I-95). What is most important is that HDR's Dennis Switaj has been working with this organization as well as the other larger tolling companies.

This contract will be in phases with the description, timeline and costs depicted below:

Phases	Task	Period in Months	Cost
Phase 1	Review and Analysis of Legacy ETC System Lane Controller and Upgrade Support of Operating Environment	2.5 Months	\$ 26,840
Phase 2	Enterprise Toll Back Office System Replacement of Legacy Back Office System	10 months	\$ 194,000
Phase 3	Lane Controller Replacement and Integration with Upgrade In-Lane Equipment	6 months	\$ 56,000

Over the past twelve months the functionality of our current system continues to degrade due to the inability to have technical support make the necessary changes in the system.

During this time the Port has worked with TransCore, ETransit, Kapsch, TRMI Systems, 3M and HNTB to understand our requirements and provide us with their estimate. Three of these companies did not quote based upon the size of the Port.

HDR's Dennis Switaj has been instrumental in acquiring P-Square to bid on this project and has worked on implementations with them.

RECOMMENDATION: Approve the contract with P-Square Solutions to provide toll system technical support and system upgrade, not to exceed \$229,280 for Phases 1 and 2.

Commission Memo



Prepared by: Anne Medenbach
Date: June 16, 2015
Re: Gorge Net Fiber Project - Phase 2 and Bridge

Dan Bubb, President/CEO of Gorge Networks Inc., presented a plan to the Commissioners on June 2nd outlining the Gorge Networks Inc. plan for installing fiber on the waterfront and requesting a license for this activity.

The Commission asked that Gorge Networks, Inc. provide a clear map of the intended path forward, with the understanding that the model of installation that Gorge Net follows would take advantage of projects expected to occur or already occurring and is subject to variation. The purpose of the attached map is to illustrate the intended path forward with options outlined. Wherever those options are unclear, the map indicates which option would be preferred.

By approving the license, the Port is approving a utility easement contingent upon GN finishing the project to the specifications requested and providing as-builts. The license and work area for Phase 2 are attached.

RECOMMENDATION: Approve license agreement with Gorge Networks Inc.

LICENSE

GRANTOR: Port of Hood River, an Oregon municipal corporation (“Port”)

GRANTEE: Gorge Networks, Inc. or its agents or assigns (“GNI”)

SCOPE OF LICENSE: GNI may install underground conduit and fiber optic lines and related necessary appurtenances that transmit information on Port along the route illustrated in Appendix A. GNI shall strive to minimize the impact of the installation on road and landscapes by boring the conduit wherever possible. Where trenching is necessary, GNI shall properly compact and patch with landscape that matches the original landscape, and where appropriate, restore asphalt to a least four inches depth and level with the existing asphalt. GNI shall take before and after pictures of the route that illustrate that the installation had minimum impact on Port property.

PURPOSE: The purpose of this license is to allow GNI to install conduit and fiber optic line on Port property. After installation to the Port’s satisfaction, the Port will grant to GNI a mutually satisfactory utility easement for the actual location of the conduit and line.

EFFECTIVE DATE: Date signed by Executive Director.

EXPIRATION DATE: One year after Effective Date.

THE PORT OF HOOD RIVER, a municipal corporation of the State of Oregon

By: _____

Date: _____

Michael S. McElwee, Executive Director



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Commission Memo



Prepared by: Michael McElwee
Date: June 16, 2015
Re: Bridge Master Engineering Contract

On June 2, 2015, the Commission approved the FY 15/16 budget which includes a number of tasks associated with the Hood River Interstate Bridge. The attached master contract with HDR Engineering (HDR) allows many of these tasks to be carried out. Staff is seeking Commission approval now so that HDR is positioned to commence work soon after July 1.

The contract includes the following scope of work identified in individual Task Orders:

Task 1: On-call Services Fee: \$25,000

Provide technical expertise to assist staff in assessing, analyzing and designing potential repairs and projects associated with the bridge. One such known effort is the update to the 30-year financial model for bridge repairs.

Task 2: Seismic Evaluation Fee: \$30,000

Perform a seismic assessment of the bridge structure and supporting elements inform the Port on the type and magnitude of upgrade steps that may be considered to improve seismic resiliency.

Task 3: Pier Evaluation Fee: \$22,000

Assess the condition of the pier concrete to make recommendations on the timing, magnitude, type, and scope of future rehabilitation of pier concrete on the bridge. Provide information about the condition of the pier concrete and provide an approximate timeline for deterioration of the concrete and future rehabilitation.

Task 4: Toll System Upgrade Support Fee: \$21,000

As the Port upgrade its toll collection system with a software design contractor, additional advice and recommendations from HDR tolling experts may be needed.

HDR was selected for this master contract because of their solid performance on prior Port assignments and their prior experience with seismic vulnerability studies and movable lift span structures. Commission approval of additional task orders under this contract may be sought.

RECOMMENDATION: Approve contract with HDR Engineering, Inc. for bridge engineering services not to exceed \$98,000.

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PERSONAL SERVICES MASTER SERVICE AGREEMENT

This Agreement is between the **Port of Hood River**, an Oregon Municipal Corporation, (hereinafter referred to as "Port"), and **HDR Engineering, Inc.**, (hereinafter referred to as "Consultant").

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

1. **GENERAL DESCRIPTION OF WORK:** The work under this Agreement shall consist of the described work and services necessary to accomplish completed work for a project requested by the Port and agreed to by Consultant related to the Port's interstate bridge (the "Facility") The Consultant shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this agreement and in any Task Order (the "Task")..
2. **SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in the specific scope of services and for the maximum professional fees set forth in each Task Order attached to this Agreement. Future Task Orders, if any, will be issued using the form or a similar form attached hereto and incorporated herein as **Exhibit 'A'** (the "Services") in accordance with the terms of this Agreement and to the extent described in this Agreement and a Task Order, and shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the community. The Consultant shall be responsible for providing, at the Consultant's cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement.
3. **TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this contract is fully executed and shall terminate on **June 1, 2017** or when the Services have been completely performed to the Port's satisfaction, whichever first occurs, or otherwise by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.
4. **ADDITIONAL SERVICES:** The Port may request that the Consultant provide the Port with certain services not identified in Exhibit A ("Additional Services"). Additional Services shall not be performed by the Consultant unless written approval is received from the Port. Upon receipt of the written request, the Port and the Consultant shall negotiate the scope of the relevant Additional Services and price, which shall be subject to the mutual written agreement of the Consultant and the Port. If the Consultant performs any Additional Services prior to or without receiving a written request from the Port, the Consultant shall not be entitled to any compensation for such Additional Services. Authorization shall be issued by individual work orders or by amendment to this contract that is signed by the Executive Director of the Port.
5. **TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to provide their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance of this Agreement however it is agreed and understood that the Consultant must use sound professional practices.
6. **COMPENSATION:** The Port shall pay fees to the Consultant for Services performed under the terms of this Agreement and each Task Order, ("Compensation"), unless otherwise approved by the Port. The Port will also reimburse Consultant for reasonable direct expenses incurred by the Consultant ("Reimbursable Expenses"). Consultant will obtain written approval from Port prior to expenditure of any

individual Reimbursable expense that exceeds \$500. Consultant will not exceed \$1,500 in total Reimbursable Expenses without Port approval.

Consultant shall submit monthly invoices computed on the basis of percentage of work completed and detailing the services provide to date. Invoices shall include a detailed description of work performed and include evidence of any reimbursable expenses in a form acceptable to the Port. Port shall make payments in a timely manner, within twenty-five (25) days of receipt of invoice.

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

7. **STATUS OF CONSULTANT AND RELATIONSHIP TO PORT:** The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the Port other than that as owner and independent contractor, nor shall it be construed as creating any relationship whatsoever between the Port and any of the Consultant's employees. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the Port. The Consultant is not and shall not act as an agent of the Port. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services. The Port's only interest is in the results to be achieved.
8. **REPRESENTATIONS:** The Consultant represents and covenants that:
- a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the services in a manner consistent with this Agreement. Further, any employees and sub-consultants of the Consultant employed in performing the Services shall have the skill, experience and licenses required to perform the Services assigned to them.
 - b. To the extent the Consultant deems necessary, in accordance with prudent practices, the Consultant has observed the visible and accessible areas of the sites and all of the surrounding locations whereupon the Consultant may be called to perform the Consultant's obligations under this Agreement, and is familiar with requirements of the Services and accepts them for such performance.
 - c. The Consultant has knowledge of all of the legal requirements and business practices in the State of Oregon that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
 - d. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon, and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.

The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the board of directors or any shareholders of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the certificate of incorporation or by-laws of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which

the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

9. **CONSULTANT'S INSURANCE:**

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

- a. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the Port of Hood River and each of its Commissioners, officers, agents, and employees as Additional Insured with respect to Contract.
- b. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c. Professional Liability insurance with a \$1,000,000 per claim and \$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.
- d. Prior to commencing any work under this Agreement, the Consultant shall provide the Port with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any portion(s) of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the Port and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.
- e. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)
- f. Worker's insurance coverage required by the Jones Act for work over water if applicable to a Task.

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

If any policy obtained by the Consultant is a claims-made policy, the following conditions shall apply: the policy shall provide the Consultant has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The

Consultant agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

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

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

Sub-consultants who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be sub-consultants

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

14. **TERMINATION NOT-FOR-CAUSE:** In addition to any other rights provided herein, the Port shall have the right, at any time and in its sole discretion, to terminate, not for cause, in whole or in part, this Agreement and further performance of the Services by delivery to the Consultant of written notice of termination specifying the extent of termination and the effective date of termination.
- a. **Obligations of Consultant.** After receipt of a notice of termination, and unless otherwise directed by the Port, the Consultant shall immediately proceed as follows:
 - i. Stop work on the Services as specified in the notice of termination;
 - ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
 - iii. Submit to the Port detailed information relating to each and every sub-consultant of the Consultant under this Agreement. This information will include sufficient detail so the Port can immediately contact each such sub-consultant to determine the role or function of each in regard to the performance of the Services and if the Port so elects, the Port may engage any sub-consultant for substantially the same terms as have been contracted by the Consultant;
 - iv. Complete performance in accordance with this Agreement of all of the services not terminated; and
 - v. Take any action that may be necessary, or that the Port may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Consultant and in which the Port has or may acquire an interest.
 - b. **Termination Settlement.** After termination the Consultant shall submit a final termination settlement proposal to the Port in a form and with a certification prescribed by the Port. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Port upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed the Port's payment obligations under this Agreement shall be deemed satisfied and no further payment by the Port to the Consultant shall be made.
 - c. **Payment upon Termination.** As a result of termination without cause the Port shall pay the Consultant in accordance with the terms of this Agreement for the Services performed up to the termination and unpaid at termination.
 - d. **Port's Claims and Costs Deductible upon Termination.** In arriving at the amount due the Consultant under this paragraph there shall be deducted any claim which the Port has against the Consultant under this Agreement.
 - e. **Partial Termination.** If the termination is partial the Port shall make an appropriate adjustment of the price of the Services not terminated. Any request by the Consultant for further adjustment of prices shall be submitted in writing within thirty (30) days from the effective date of notice of partial termination or shall be deemed forever waived.
15. **FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by circumstances beyond its reasonable control, including but not

limited to acts of God, acts of governmental authorities, strikes, riots, civil unrest, war, lockouts extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable contemplation of either party. For delays resulting from unanticipated material actions or inactions of Port or third parties, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs. Delays of more than ninety (90) calendar days shall, at the option of either party, make this contract subject to termination.

16. **RECORD KEEPING:** The Consultant shall maintain all records and documents relating to Services performed under this Agreement for three (3) years after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Consultants time based and reimbursable costs and expenses under this Agreement. The Consultant shall make these records and documents available to the Port, at the Port's office, at all reasonable times, without any charge. If accepted by the Port, photographs, microphotographs or other authentic reproductions may be maintained instead of original records and documents.
17. **WORK PRODUCT:** All work products of the Consultant prepared pursuant to this Agreement, including but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the Port to the Consultant herein remain the property of the Port under all circumstances, whether or not the services are complete. When requested by the Port, all work products shall be delivered to the Port in PDF or full-size, hard copy form. Work products shall be provided to the Port at the time of completion of any of the discrete tasks specified in the Services. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years, shall make them available for the Port's use, and shall provide such copies to the Port upon request at commercial printing or reproduction rates.

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

18. **CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:**
 - a. **Public Records.** The Consultant acknowledges and agrees that all documents in the Port's possession, including documents submitted by the Consultant, are subject to the provisions of the Law, and the Consultant acknowledges that the Port shall abide by the Law, including honoring all proper public records requests. The Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.
 - b. **Confidential or Proprietary Materials.** If the Consultant deems any document(s) which the Consultant submits to the Port to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the Port together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the Port in the Port's discretion. The Port will make a good faith effort to accommodate a reasonable confidentiality request if in the Port's opinion the Port determines the request complies with the Law.

- c. Stakeholder. In the event of litigation concerning disclosure of any document(s) submitted by consultant to the Port, the Port's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.
19. **DESIGNATION OF REPRESENTATIVES:** The Port hereby designates **Michael McElwee, Executive Director** and the Consultant hereby designates **David McCurry and Kerri Chipman** as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties.
20. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the Port and approved by the Port Commission.
21. **INTERPRETATION:** In this Agreement the singular includes the plural and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
22. **BINDING AGREEMENT:** This agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.
23. **NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
24. **LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the Port are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the Port, and the Consultant shall have no obligation to perform any non-delegable function.
25. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
26. **OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state and local laws, ordinances and regulations and all orders and decrees of bodies or

tribunals having jurisdiction or authority which may affect those engaged or employed in the performance of this Agreement.

- 27. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be tried in the courts of the State of Oregon.
- 28. **MEDIATION/ARBITRATION:** Excepting injunctive relief, any dispute, controversy or claim arising out of, in connection with, or relating to, this Agreement or any breach or alleged breach of this Agreement, shall, upon request of any party involved, be submitted to mediation in Hood River County, Oregon. If a settlement cannot be reached through mediation, the parties agree that the dispute may upon mutual consent of both parties be submitted to and be settled by arbitration in Hood River County, Oregon. Such arbitration shall be in accordance with Uniform Arbitration Act (UAA) as in effect, and as hereinafter amended. Any award rendered shall be final and conclusive upon the parties, and a judgment on such award may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of their respective own experts, evidence and counsel's fees. The parties to either mediation or arbitration recognize that mediation sessions are settlement negotiations and that settlement negotiations are inadmissible in any litigation or arbitration of their dispute, to the extent allowed by law. The parties will not subpoena or otherwise require the mediator to testify or produce records, notes, or work product in any future proceeding beyond mediation. In addition, the parties agree that all information obtained in either the mediation or arbitration process is strictly confidential and further agree that the party not otherwise having such information available to them other than through the mediation or arbitration process shall hold all such information in confidence, to the extent allowed by law and subject to the provisions of the Law.
- 29. **FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.
- 30. **LIMITATION ON LIABILITY:** IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE, OR OTHER ECONOMIC LOSS FOR EVENTS BEYOND THE CONSULTANTS CONTROL; **PROVIDED, HOWEVER, THAT THIS LIMITATION SHALL IN NO WAY DIMINISH CONSULTANTS PROFESSIONAL LIABILITY INSURANCE COVERAGES OR DEFENSE OBLIGATIONS OTHERWISE AVAILABLE TO CONSULTANT UNDER ANY CONSULTANT PROFESSIONAL LIABILITY POLICY.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ____ day of _____.

CONSULTANT: HDR ENGINEERING, INC.

PORT OF HOOD RIVER

Title:

Michael S. McElwee
Title: Executive Director

Date

Da

EXHIBIT A
TASK ORDER

This Task Order pertains to an Agreement by and between the PORT OF HOOD RIVER, (“PORT”), and HDR Engineering, Inc. (“CONSULTANT”), dated _____, 2015, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:
PROJECT NAME:

- PART 1.0 PROJECT DESCRIPTION:
- PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT ON THE PROJECT:
- PART 3.0 PORT’S RESPONSIBILITIES:
- PART 4.0 PERIODS OF SERVICE:
- PART 5.0 PAYMENTS TO CONSULTANT:
- PART 6.0 OTHER:

TASK ORDER 01**SCOPE OF SERVICES
for
ON-CALL ENGINEERING**

June 16, 2015

This Task Order pertains to a **Personal Services Master Service Agreement**, ("**Agreement**") by and between **Port of Hood River**, ("**Port**"), and **HDR Engineering, Inc.** ("**Consultant**"), dated June 16, 2015 ("the Agreement"). Engineer shall perform Services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port of Hood River has prioritized immediate and long-term action plans for the goal of maintaining the safety and functionality of their various infrastructure assets, including the Hood River Bridge crossing the Columbia River. As part of this effort, the Port requires technical expertise to assist their staff in assessing, analyzing, and designing various repairs and projects. This on-call contract will allow the Consultant to provide these services throughout the course of the year, up to but not over the not-to-exceed amount listed herein.

PART 2.0 SCOPE OF SERVICES**Task 1: Technical Services & Professional Advice**

The Consultant shall perform any combination of a variety of the following tasks associated with the Port's facilities:

- Update the short term work plan and long term preservation plan for the Hood River-White Salmon (Columbia River) Bridge
- Provide expert advice on specific issues associated with bridge inspection, maintenance, repair, rehabilitation, and retrofit.
- Provide minor technical engineering design services as it relates to the Port facilities.
- Serve as a Technical Advisor on applications and forms associated with Port project funding, such as STIP applications.
- Present to the Port Commission regarding any of the above mentioned items.
- Attend meetings, workshops, or other events as requested by the Port at the Port's office in Hood River.

Assumptions

The following assumptions are made:

- Items listed above are specific to this on-call engineering task. Major professional service items may require a separate Task Order to execute.
- Port will provide existing documents such as plans, reports, and letters stating decisions impacting the task order to aid the Consultant's efforts.
- Port will accept electronic documents as deliverables.
- Expenses for printing, shipping, and travel mileage are covered at cost. Any additional expenses require prior approval.

- This On-Call is intended to cover fees and costs not explicitly cover by other Task Orders.

Deliverables

The following items will be delivered to the Port:

- The format of the deliverable will depend on the specific task but may include technical memoranda, correspondence logs, drawings, calculation, spreadsheets, templates documents, or any combination of these.

Task 2: Project Management & Administration

The Consultant will provide project management and contract administration for the services provided by the Consultant including project setup, invoicing and progress reports, client coordination, and quality control reviews of deliverables. Consultant will:

- Provide monthly progress reports to the Port and identify budget status and tasks performed to date during the billing period.
- Correspond with Port regarding contracts, billing, expenses, earned value, deliverables;
- Perform Quality Control (QC) reviews on all deliverables prior to submitting to Port;

Deliverables:

The following items will be delivered to the Port:

- Invoices and progress reports

PART 3.0 PORT'S RESPONSIBILITIES:

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

PART 4.0 PERIODS OF SERVICE:

All work shall be completed by June 30, 2016.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order shall be a not-to-exceed amount of \$25,000 billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.88. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

PART 6.0 OTHER:

None

This Task Order is executed this _____ day of _____, 2015.

PORT OF HOOD RIVER
"Port"

HDR ENGINEERING, INC.
"Consultant"

BY: _____

BY: _____

NAME: _____

NAME: David C. Moyano

TITLE: _____

TITLE: Vice President

ADDRESS: _____

1001 SW 5th Ave
Suite 1800
Portland, OR 97204

TASK ORDER 02

SCOPE OF SERVICES for SEISMIC VULNERABILITY ASSESSMENT

June 16, 2015

This Task Order pertains to a **Personal Services Master Service Agreement**, ("**Agreement**") by and between **Port of Hood River**, ("**Port**"), and **HDR Engineering, Inc.** ("**Consultant**"), dated June 16, 2015 ("the Agreement"). Engineer shall perform Services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port is taking steps to plan and prepare for an earthquake, which is reportedly likely to occur. Recent reports suggest a 37.5% chance of a Cascade Subduction Zone (CSZ) event to occur within the next 50 years. The exact magnitude of earthquake and the seismic vulnerability of the Hood River Interstate Bridge is unclear. To begin to be prepared and informed, the Port of Hood River Commission seeks to start developing an understanding of potential needs for the bridge. The Hood River Interstate Bridge is an important local connection for emergency services and a vital regional economic route for post-earthquake recovery, but was built long before seismic loads were considered in design and has never experienced a notable seismic event. This Task Order is intended to perform of a general survey of the structure and supporting elements to identify deficiencies that would prevent bridge use after a seismic event and to better inform the Port Commission on the next steps.

PART 2.0 SCOPE OF SERVICES

Task 1: Seismic Vulnerability Data Collection & Review

The Consultant shall:

- Review previously developed plans, reports, studies, seismology data, standards for information related to the seismic vulnerability of the structure. This information may include:
 - Geotechnical data and reports on local seismicity and seismic hazard;
 - Statewide seismic resiliency plans and reports;
 - Previous preliminary seismic hazard evaluation of the future new bridge replacement;
 - Geotechnical data and design reports for nearby projects, such as the I-84 Button Bridge road interchange completed by ODOT.
- Review the bridge plans and reports for configuration and detailing, specifically identifying load path and seismic vulnerability of structural elements on the bridge.
- Determining design seismic parameters using the FHWA Seismic Retrofitting Manual for Highway Structures such as importance, remaining service life, performance level, hazard level, retrofit category.
- Meet with the Port staff to discuss the findings of seismic hazard and develop clear actionable goals and objectives for the final reporting.

Assumptions

The following assumptions are made:

- The Port will be available for a phone call or meeting to discuss.
- No geotechnical professional will be consulted under this task order, although recommendation may be made for future consultation.

Deliverables

The following items will be delivered to the Port:

- A data sheet summary of findings.
- Outline of the final report.
- Meeting notes for meetings with the Port.

Task 2: Seismic Vulnerability Assessment & Report

The Consultant shall:

- Perform a high level seismic hazard assessment of the site and bridge.
- List likely and potential deficiencies
- Using federal and state guidelines and experience with local guidance, develop a list of viable retrofits to improve structure performance will be created for discussion on future steps.
- Develop planning level cost estimates on the Phase 1 and Phase 2 type retrofits as defined by ODOT and FHWA.
- Develop a list of recommended actions, steps, and approximate costs for advancing the bridge toward construction activities that would enhance seismic resiliency.
- Recommendations for further field investigations and structural analyses.
- Summarize findings and conclusions in a draft and final report
- Present findings and report to the Port Commission.
- Respond to comments from the Port. The comments will be incorporated into the final memo.

Assumptions

The following assumptions are made:

- Consultant shall provide three (3) attendees at meetings with the Port.
- Consultant shall provide one (1) attendees at the Port Commission meeting.

Deliverables

The following items will be delivered to the Port:

- Draft and Final Hood River Interstate Bridge Seismic Vulnerability Report

Task 3: Project Management & Administration

The Consultant will provide project management and contract administration for the services provided by the Consultant including project setup, invoicing and progress reports, client coordination, and quality control reviews of deliverables. Consultant will:

- Provide monthly progress reports to the Port and identify budget status and tasks performed to date during the billing period.
- Schedule updates shall be provided with month progress reports;
- Correspond with Port regarding contracts, billing, expenses, earned value, deliverables;
- Perform Quality Control (QC) reviews on all deliverables prior to submitting to Port;

Deliverables:

The following items will be delivered to the Port:

- Invoices and progress reports

PART 3.0 PORT'S RESPONSIBILITIES:

Port shall provide the documents noted above and be available for communications as described above.

PART 4.0 PERIODS OF SERVICE:

All work shall be completed by December 15, 2015. Notice to proceed to Consultant is assumed to be not later than June 30, 2015.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order shall be a not-to-exceed amount of \$30,000 billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.88. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

PART 6.0 OTHER:

None

This Task Order is executed this _____ day of _____, 2015.

PORT OF HOOD RIVER
"Port"

HDR ENGINEERING, INC.
"Consultant"

BY: _____

BY: _____

NAME: _____

NAME: David C. Moyano

TITLE: _____

TITLE: Vice President

ADDRESS: _____

1001 SW 5th Ave
Suite 1800
Portland, OR 97204

TASK ORDER 03

SCOPE OF SERVICES for PIER CONCRETE ASSESSMENT

June 16, 2015

This Task Order pertains to a **Personal Services Master Service Agreement**, ("**Agreement**") by and between **Port of Hood River**, ("**Port**"), and **HDR Engineering, Inc.** ("**Consultant**"), dated June 16, 2015 ("the Agreement"). Engineer shall perform Services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port seeks to better understand the condition of the pier concrete to make a more informed decision on the timing, magnitude, type, and scope of future rehabilitation of pier concrete on the bridge. This Task Order seeks to provide targeted information about the condition of the pier concrete and provide an approximate timeline for deterioration of the concrete and future rehabilitation. The outcomes of this task will provide the Port with the data needed to better plan future projects and expenditures to continue to safely maintain and the bridge. This task order results in a memorandum of recommendations and specific actions for the Port to take the next step.

PART 2.0 SCOPE OF SERVICES

Task 1: Desktop Review & Inspection Work Planning

The Consultant shall:

- Perform a cursory review of the drawings and inspection reports available to date for the pier concrete to increase familiarity with the current condition and deterioration trends of the pier concrete.
- Meet with the Port at the Port offices and provide a pre-inspection review of data to reaffirm the need and scope of pier concrete inspections. The meeting shall including a discussion with the Port on the project background and past issues.
- Develop a Pre-Inspection Condition Memorandum and Inspection Work Plan for Port review and approval. Inspection Work Plan shall include traffic control, safety plan, access plan, timing, duration, and Port required involvement.

Assumptions

The following assumptions are made:

- Consultant shall provide two (2) representatives for meetings with the Port.

Deliverables

The following items will be delivered to the Port:

- Pre-Inspection Pier Concrete Condition Memorandum
- Inspection Work Plan

Task 2: Field Inspection, Testing, & Reporting

The Consultant shall:

- Perform field inspection of 3 piers in the river, selected by the consultant as representative samples of pier concrete condition.
- Sound concrete and select representative locations for concrete coring.
- Map and photo document any significant cracking of pier concrete.
- Core 3 total small samples of concrete in the selected piers using standard practice for coring and patching cored holes.
- Send 3 samples of concrete cores for petrographic examination and reporting at a qualified laboratory.
- Develop a draft Pier Concrete Inspection Report for Port review, including attached specialty reports.
- Meet with the Port at the Port offices and provide a post-field review to discuss the findings of pier concrete inspections. The meeting shall including a discussion with the Port on the findings in specialty reports and the content expected for the final report.
- Provide a final Pier Concrete Inspection Report
- Provide a draft and final Pier Concrete Condition Assessment & Rehabilitation Needs Report that will identify the outcomes of the inspection and analysis of the results of findings. Report will include:
 - Analysis of the inspection findings;
 - Approximate timeline for deterioration of the concrete;
 - Future rehabilitation projects;
 - Estimates of future project timing, scope, and costs;
 - Statement of new information gained from tis effort, compared to previous knowledge;
 - Specific actions and timeline for next Port actions.

Assumptions

The following assumptions are made:

- Consultant shall provide three (3) qualified bridge inspectors for inspections on the bridge.
- Consultant shall provide three (3) attendees at meetings with the Port.
- Port shall provide traffic control for access out to the bridge.

Deliverables

The following items will be delivered to the Port:

- Draft and Final Pier Concrete Inspection Report
- Draft and Final Pier Concrete Condition Assessment & Rehabilitation Needs Report

Task 3: Project Management & Administration

The Consultant shall provide project management and contract administration for the services provided by the Consultant including project setup, invoicing and progress reports, client coordination, and quality control reviews of deliverables. Consultant shall:

- Provide monthly progress reports to the Port and identify budget status and tasks performed to date during the billing period.
- Schedule updates shall be provided with month progress reports;
- Correspond with Port regarding contracts, billing, expenses, earned value, deliverables;
- Perform Quality Control (QC) reviews on all deliverables prior to submitting to Port;

Deliverables:

The following items will be delivered to the Port:

- Invoices and progress reports

PART 3.0 PORT'S RESPONSIBILITIES:

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

PART 4.0 PERIODS OF SERVICE:

All work shall be completed by October 31, 2015. Notice to proceed to Consultant is assumed to be not later than June 30, 2015.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order shall be a not-to-exceed amount of \$XX,000 billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.88. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

PART 6.0 OTHER:

None

This Task Order is executed this _____ day of _____, 2015.

PORT OF HOOD RIVER
"Port"

HDR ENGINEERING, INC.
"Consultant"

BY: _____

BY: _____

NAME: _____

NAME: David C. Moyano

TITLE: _____

TITLE: Vice President

ADDRESS: _____

1001 SW 5th Ave
Suite 1800
Portland, OR 97204

TASK ORDER 04

SCOPE OF SERVICES for ELECTRONIC TOLLING SYSTEMS UPGRADE SUPPORT

June 16, 2015

This Task Order pertains to a **Personal Services Master Service Agreement**, ("**Agreement**") by and between **Port of Hood River**, ("**Port**"), and **HDR Engineering, Inc.** ("**Consultant**"), dated June 16, 2015 ("the Agreement"). Engineer shall perform Services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the Services described below.

PART 1.0 PROJECT DESCRIPTION & PURPOSE

The Port desires to upgrade their current toll collection system due to concern that the original developers will soon be unavailable to maintain the software and also due to the obsolescence of the Windows XP operating system which is the foundation of the current system. The upgrade may include system hardware and software similar in functionality to what is in operation today. In addition, over the life of the current system operation, the Port has identified functions and features, such as a transition to sticker-style transponders, a violation processing system, and a web portal, that may be beneficial to include in the next upgrade cycle.

The Port has determined that, to pursue this upgrade, support from a tolling consultant is warranted in order take advantage of specialized expertise to investigate the baseline technical condition, to analyze the procurement from a professional perspective, and to prepare an authoritative report for Port's use in making a decision on a path forward.

PART 2.0 SCOPE OF SERVICES

Task 1: Tolling Systems Upgrade Support

The Consultant shall:

- Attend a meeting of the Port's Commissioners to discuss the proposed vendor Tolling Systems.
- Update the Electronic Tolling Systems Alternatives Report based on additional discussions and requests from the Port and/or Port Commission. Updates may include additional documentation, refinement for the current baseline of their tolling system, desired attributes of the requested upgrades, and new alternatives available to Port based on their available budget, and schedule, and the associated advantages and disadvantages of each previous and new alternative refinement. The updated report will provide the Port with the information needed to document a definitive decision to resolve their need for a toll system upgrade.
- Assist the Port in negotiations with the selected vendor for the upgrade and replacement of the tolling system.
- Assist with finalizing the contract with the selected vendor.
- Provide oversight of the vendor during the implementation phase of the upgrade and replacement projects.
- Provide technical support as needed throughout the project.

- Assist the Port staff with updating the Port Commission with periodic updates on the progress of the project.

Assumptions

The following assumptions are made:

- All deliverables shall be electronic in MS Word and/or PDF format.
- Consultant's tolling expert will attend one (1) on site meeting with the Port and Commissioner's meeting including travel expenses, time, and project related expenses.
- Meetings will be held at the Port of Hood River's offices in Hood River, Oregon.
- Additional coordination meetings may be conducted via phone conference.
- Electronic copies or hard copies of Tolling Systems Vendor submissions shall be made available by Port.
- The total level of effort for this Task Order is those services requested by the Port for the efforts shown herein, up to the not-to-exceed budget, after which the Port and Consultant may agree on the need for additional support. All services listed herein may not be part of the services provided up to the not-to-exceed budget.

Deliverables

The following items shall be delivered to the Port:

- Final updated Toll System Alternatives Report
- Summary notes for key correspondence with tolling vendor
- Port Commission presentation (as requested)

Task 2: Project Management & Administration

The Consultant shall provide project management and contract administration for the services provided by the Consultant including project setup, invoicing and progress reports, client coordination, quality control reviews of deliverables. Consultant shall:

- Provide monthly progress reports to the Port for each activity and identify budget status and tasks performed to date during the billing period. Schedule updates shall be provided with month progress reports;
- Correspond with owner regarding contracts, billing, expenses, earned value, deliverables;
- Perform Quality Control (QC) reviews on all deliverables prior to submitting to Port;

Deliverables

The following items shall be delivered to the Port:

- Monthly invoices and progress reports

PART 3.0 PORT'S RESPONSIBILITIES:

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

PART 4.0 PERIODS OF SERVICE:

All work shall be completed by June 30, 2016. Notice to proceed to Consultant is assumed to be not later than July 1, 2015.

PART 5.0 PAYMENTS TO CONSULTANT:

The total fees for labor and expenses for this Task Order shall be a not-to-exceed amount of \$25,000 billed monthly based on actual staff hours expended, actual staff hourly rates times a multiplier of 2.88. Expenses billable to the project and in conformance with the Agreement will be reimbursed at cost and are included in the total not-to-exceed amount.

PART 6.0 OTHER:

None

This Task Order is executed this _____ day of _____, 20__.

PORT OF HOOD RIVER
"Port"

HDR ENGINEERING, INC.
"Consultant"

BY: _____

BY: _____

NAME: _____

NAME: David C. Moyano

TITLE: _____

TITLE: Vice President

ADDRESS: _____

ADDRESS: 1001 SW 5th Ave
Suite 1800
Portland, OR 97204

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Commission Memo



Prepared by: Liz Whitmore
Date: June 16, 2015
Re: Nichols Basin West Edge Trail Update and Change Order #2

Construction Update:

Crestline Construction is finishing up critical path items on the Nichols Basin West Edge Trail project and is tracking for substantial completion by July 1. Guardrail installation above the seawall will extend through mid-July. The path and beach will be open to the public by July 2. Protective fencing will be installed around all grass areas for 60 days to allow for establishment.

Change Order #2

Please see attached description of Change Order #2. The project is currently on budget with \$7,181.73 remaining in the budgeted contingency.

RECOMMENDATION: Approve Change Order #2 in the amount of \$22,613.52 with Crestline Construction for a total revised contract amount of \$680,598.22.

Contract Change Order #2



Project: Nichols Basin West Edge Trail
Start Date: March 9, 2015
Contractor: Crestline Construction Company, LLC

Original Contract Amount with Alternates	\$642,785.00
7% Budgeted Contingency	\$44,994.95
1. Crestline Change Order Proposal: Asphalt repair for trenches and potholes - 2196 sf	\$13,988.52
2. Crestline Change Order Proposal: Storm area drainage pipe and drains at path adjacent to sea wall	\$8,625.00
Total Change Orders	\$22,613.52
Contract Reduction Previously Approved	-\$5,403.71
Remaining Contingency	\$7,181.73
Previously Approved Change Orders	\$20,603.41
Revised Contract Amount	\$680,598.22

Cc: Fred Kowell, Finance Manager

Commission Memo



Prepared by: Michael McElwee
Date: June 16, 2015
Re: Turtle Island Distribution Facility

Key Development (Key) has submitted final design plans for a proposed distribution facility for Turtle Island building on a portion of the Expo Building Parking Lot. This project was contemplated in the Amended and Re-Stated Disposition and Development Agreement (DDA) approved by the Commission on February 17, 2015. Section 5.4 of the DDA requires Key to follow the Port's Design Guidelines including submission of plans for Port review prior to submission to the City for a building permit.

Staff has reviewed the building plans, sees very few issues of concern and believes they generally respond very well to the Port's Design Guidelines. The one exception is the exterior skin of the building. The plans show only one window on the entire exterior of the building. While it is acknowledged that this is a building for distribution, it would meet the Design Guidelines more successfully if some additional glazing could be added. Alternatively, Key has mentioned the possibility of adding a "Green Wall" to portions of the facade plans—this could be a successful alternative to windows but the drawings provide limited detail.

Jeff Pickhardt, President of Key Development will be in attendance at the meeting to discuss his plans in more detail and will be available to answer questions about the building exterior. The plans are attached for Commissioner review.

Recommendation: Approve plans submitted by Key Development for the Turtle Island Building dated May 20, 2015.

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TURTLE ISLAND FOODS

ANCHOR WAY HOOD RIVER, OR 97031

GENERAL NOTES

- A. UNLESS NOTED OTHERWISE, DIMENSIONS ON PLANS ARE AS FOLLOWS:
 1. TO FACE OF STUDS (F.O.S.)
 2. TO FACE OF CONCRETE
 3. CENTERLINE OF COLUMNS
 4. ALL DOORS ARE DIMENSIONED TO THE EDGE OF THE DOOR OPENING, ALL OTHER OPENINGS ARE DIMENSIONED TO THE EDGE OF THE ROUGH OPENING UNLESS OTHERWISE NOTED.
- B. DRAWINGS ARE SHOWN TO SCALE WHERE NOTED, WITH SCALE REFERENCES PROVIDED AS AIDS IN DETERMINING THE SIZE, PROPORTION AND LIMITS OF THE COMPONENTS OF THE PROJECT RELATIVE TO THE ACTUAL COMPLETED WORK. HOWEVER, ONLY THE WRITTEN NOTATIONS DESCRIBING AND SIZES SHALL BE UTILIZED FOR CONSTRUCTION. THE DRAWINGS SHALL NOT BE "SCALED" UNDER ANY CIRCUMSTANCES.
- C. SYSTEMS SHOWN ON THE DRAWINGS ARE INTENDED TO BE FINISHED, INSTALLED AND TURNED OVER TO THE OWNER IN PROPER FUNCTIONING CONDITION.
- D. ALL WORK TO BE CONSTRUCTED PER GOVERNING CODES WHICH ARE HEREIN INCORPORATED INTO THESE DOCUMENTS. ALL CODE REQUIRED WORK TO BE INCLUDED IN CONTRACT SUM.
- E. ALL ELEVATIONS OF NON-CIVIL DRAWINGS ARE REFERENCED FROM TOP OF THE UPPER FLOOR SLAB HAVING THE FOLLOWING ASSUMED ELEVATION: FINISH FLOOR ELEVATION = 100'-0".
- F. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WORK BETWEEN TRADES.
- G. WHERE DAMAGE TO INSTALLED FINISHES OCCURS DURING CONSTRUCTION, THE CONTRACTOR SHALL RESTORE SUCH FINISHES AS SPECIFIED OR SCHEDULED, TO MATCH ADJACENT SURFACES.
- H. FIXTURES AND EQUIPMENT SHOWN ARE FOR COORDINATION PURPOSES ONLY. REFER TO THE MANUFACTURER'S PRODUCT DATA AND THE MECHANICAL AND/OR SPECIFICATIONS FOR FIXTURE AND EQUIPMENT DESCRIPTIONS AND LOCATIONS.
- I. CUTTING AND PATCHING: THE CONTRACTOR SHALL DO ALL CUTTING, FITTING, OR PATCHING OF HIS WORK THAT MAY BE REQUIRED TO MAKE ITS SEVERAL PARTS FIT TOGETHER PROPERLY AND SHALL NOT ENDANGER ANY WORK BY CUTTING, EXCAVATING OR OTHERWISE ALTERING THE WORK OR ANY PART OF IT. ALL PATCHING, REPAIRING AND REPLACING OF MATERIALS AND SURFACES CUT OR DAMAGED IN EXECUTIONS OF WORK SHALL BE REPLACED WITH APPLICABLE MATERIALS SO THAT SURFACES WILL, UPON COMPLETION, MATCH SURROUNDING SIMILAR SURFACES IN BOTH FINISH AND COLOR.
- J. THE CONTRACTOR SHALL CAREFULLY REVIEW THE ARCHITECTURAL, STRUCTURAL, MEP, POWER, TELEPHONE, CABLE AND OTHER CONTRACT DOCUMENTS PRIOR TO CONSTRUCTION. BRING ANY DISCREPANCIES OR CONFLICTING DATA TO THE ATTENTION OF THE DESIGNER PRIOR TO COMMENCEMENT OF THE WORK.

APPLICABLE CODES

ALL CODES REFERENCED ARE TO BE USED AS AMENDED BY THE STATE OF OREGON AND LOCAL JURISDICTION.

BUILDING CODE:
 2010 OREGON STRUCTURAL SPECIALTY CODE

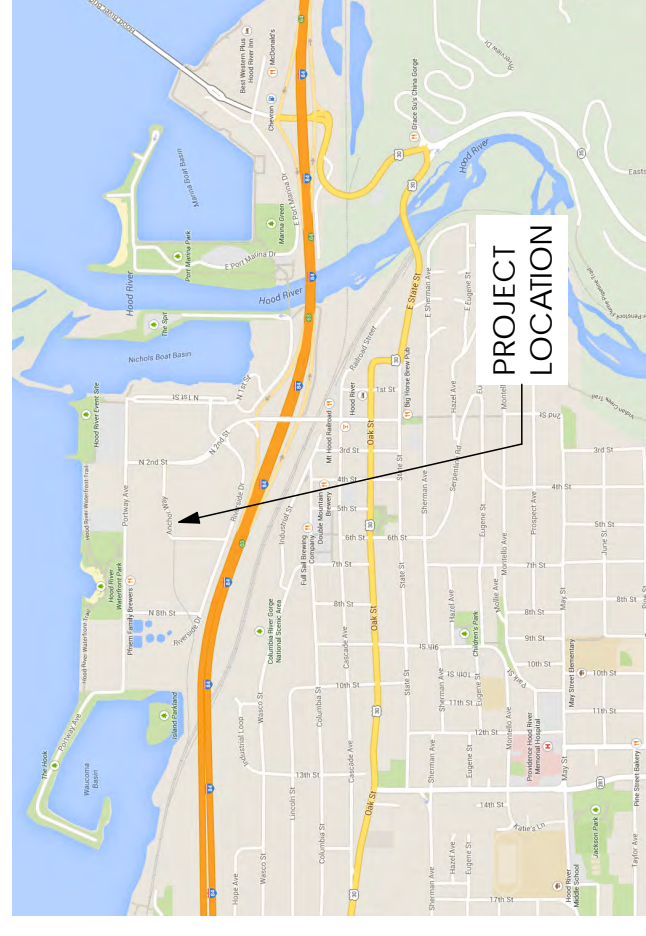
ABBREVIATIONS

AB	Anchor Bolt	GWB	Gypsum Wall Board	REQ	Requirement
AFF	Above Finished Floor	HB	Hose Bib	SEC	Section
AL	Aluminum	HM	Hollow Metal	SHING	Sheathing
BD	Board	HR	Hour	SHT	Sheet
BFF	Below Finished Floor	ID	Inside Diameter	SIM	Similar
BLDG	Building	INSUL	Insulation	SPEC	Specification
CLG	Ceiling	JT	Joint	SQ	Square
CMU	Concrete	MAX	Maximum	STD	Standard
CONC	Concrete	MIL	Metal	STL	Steel
CMU	Concrete Masonry Unit	MFR	Manufacturer	STRL	Structural
CONT	Continuous	MIN	Minimum	TEL	Telephone
DIA	Diameter	NC	Non-	TFCI	Tenant
DIM	Dimension	NIC	Not in Contract	Furnished,	Contractor
DN	Down	NO	Number	Installed	Installed
DWG	Drawing	NTS	Not to Scale	IFTI	Tenant Furnished
EA	Each	OC	On Center	TO	Top Of
ELEV	Elevation	OD	Overflow Drain	TOB	Top of Brick
EO	Equal	OFCI	Owner	TOC	Top of Curb
EXP	Expansion	Furnished,	Contractor	TOW	Top of Wall
FD	Floor Drain	Installed	Installed	TYP	Typical
FE	Fire Extinguisher	OFOI	Owner	UNO	Unless Otherwise
FIN	Finish	Furnished,	Contractor	W/	With
FOC	Face of Brick	Owner Installed	Without	W/O	Without
FOF	Face of Concrete	OPG	Opening	WD	Wood
FOF	Face of Foundation	OVHD	Overhead	WP	Waterproof
FOS	Face of Stud	PL	Plate	WR	Water Resistant
FT	Foot	PPM	Pre-Painted Metal	WT	Weight
GA	Gauge	R	Riser		
GALV	Galvanized	RAD	Radius		
GYP	Gypsum	RD	Roof Drain		
		REF	Reference		
		REINF	Reinforcing		

PROJECT DATA

ZONING: L-1 LIGHT INDUSTRIAL
 SITE AREA: OVERLAY: IAMP-ACCESS BLOCKS
 BLDG USE: *** SITE AREA ***
 OCC. GROUP: REFRIGERATION & DISTRIBUTION CENTER
 CONST. TYPE: #BLDG OCCUPANCY GROUP
 CLIMATE ZONE: #BLDG CONSTRUCTION TYPE
 BLDG. CODE: ZONE 5
 FIRE SPRINKLERS: #BUILDING CODE
 LEGAL DESCN: TAX MAP: 3N-10E-25-DETAIL 1
 TAX LOT: 129

VICINITY MAP



PROJECT TEAM

ARCHITECT:
 STEMACH DESIGN & ARCHITECTURE
 919 NW BOND ST, SUITE 214
 BEND, USA 97701
 OFFICE PHONE: 541 647-5661
 OFFICE FAX: 541 749-2464
 CONTACT: STACEY STEMACH,
 NCARB, LEED AP+, EAC-PT

CIVIL ENGINEER:
 *** CIVIL ENG ***
 ADDRESS
 CITY
 PHONE
 CONTACT

STRUCTURAL ENGINEER:

*** STRUCT ENG ***
 ADDRESS
 CITY
 PHONE
 CONTACT

MECHANICAL ENGINEER:

*** MECH ENG ***
 ADDRESS
 CITY
 PHONE
 CONTACT

ELECTRICAL ENGINEER:

*** ELEC ENG ***
 ADDRESS
 CITY
 PHONE
 CONTACT

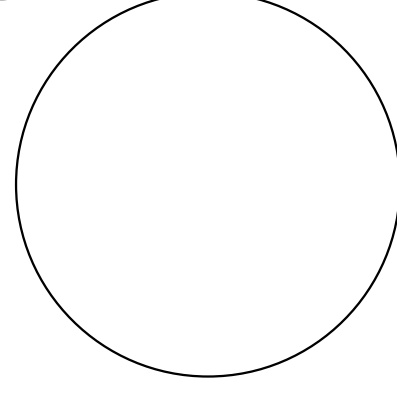
SHEET INDEX

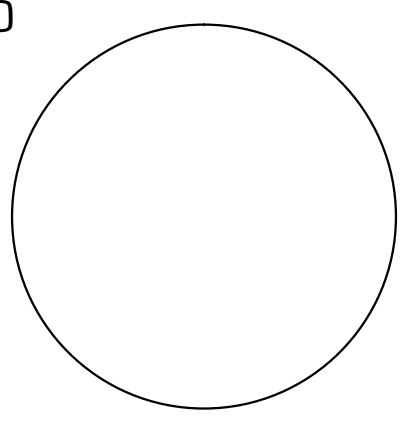
ARCHITECTURAL DRAWINGS
 A001 TITLE SHEET / GENERAL INFO
 A002 GENERAL NOTES & SPECIFICATIONS
 A101 SITE PLAN
 A102 GRADING / DRAINAGE PLAN
 A201 SITE DETAILS
 A202 DEMO PLAN
 A203 FLOOR PLAN
 A204 ENLARGED FLOOR PLAN / INTERIOR ELEVATI...
 A205 ROOF PLAN
 A301 FOUNDATION PLAN
 A302 BUILDING ELEVATIONS
 A401 BUILDING SECTIONS
 A402 BUILDING SECTIONS

SCOPE OF WORK

[ENTER DESCRIPTION OF PROJECT'S SCOPE]

SITE DATA	
ZONING:	L-1 LIGHT INDUSTRIAL
OVERLAY:	IAMP-ACCESS MGMT. BLOCKS
ALLOWED USE:	XXXX
MINIMUM DEVELOPMENT STANDARDS:	XXXXXX
CONDITIONAL USE:	XXXXX
DEVELOPMENT STANDARDS:	
FRONT SETBACK:	0 FEET
SIDE SETBACK:	0 FEET
REAR SETBACK:	0 FEET
MAXIMUM BUILDING HEIGHT:	45 FT MAX.
ACTUAL BUILDING HEIGHT:	XX'-XX"
MAX BUILDING COVERAGE %:	
X SQ FT / X SQ FT = % COVERAGE	
VEHICLE PARKING:	
REQUIRED: X STALLS	
ADA VAN ACCESSIBLE SPACES:	X REQUIRED, X PROVIDED
BICYCLE PARKING:	
REQUIRED: XXXXX = X REQUIRED	
PROVIDED: X SPACES	
SITE LIGHTING:	
XXXXXX	
TOTAL SITE AREA:	X sf
EXISTING LANDSCAPING:	X sf
LANDSCAPING ADDED:	X sf
NEW TOTAL LANDSCAPING:	X sf



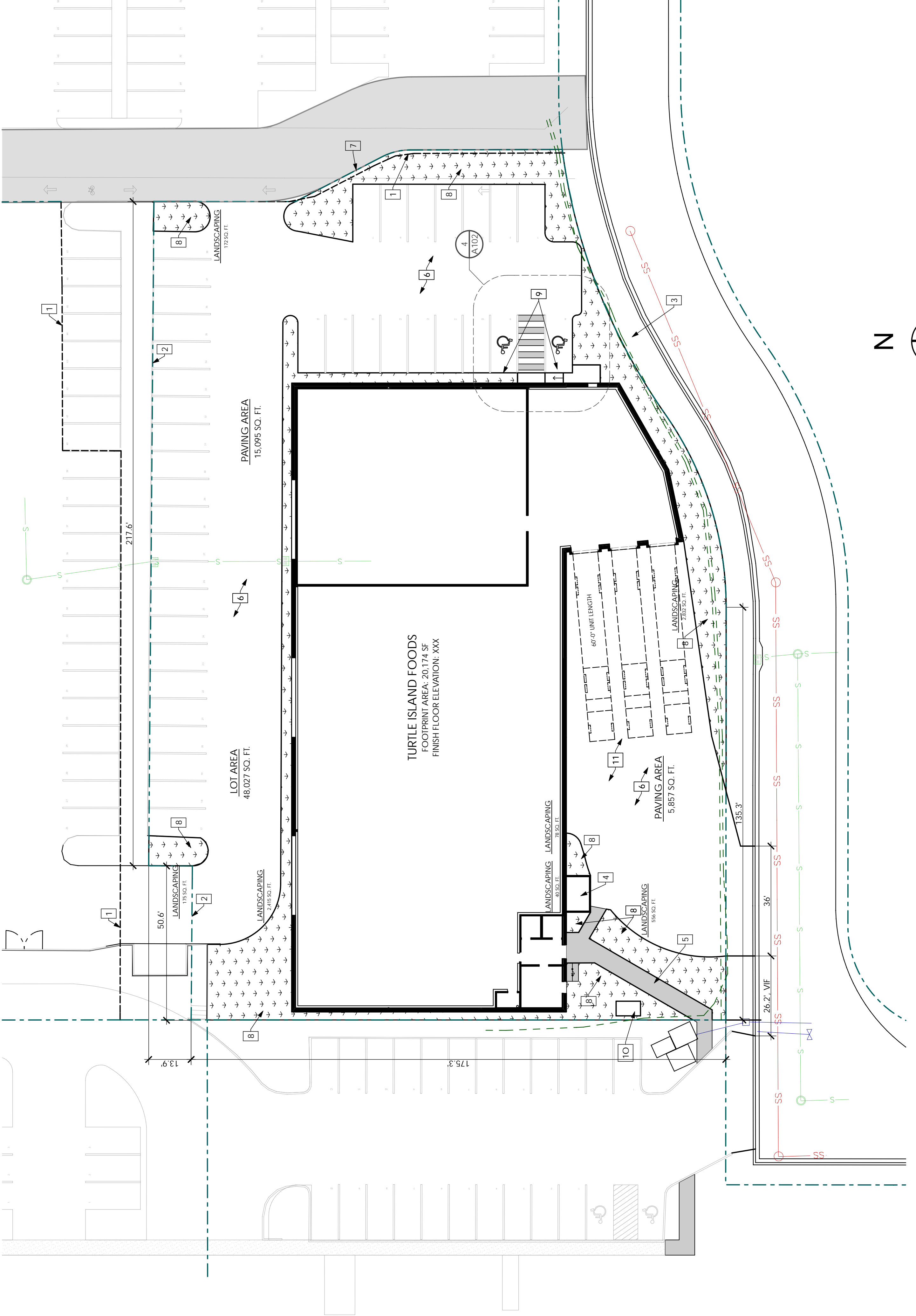


IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THE DIMENSIONS SHALL BE MEASURED ON REDUCED DRAWINGS. ALL LABELED SCALES SHALL BE TO THE SAME SCALE.
 STEMACH DESIGN & ARCHITECTURE

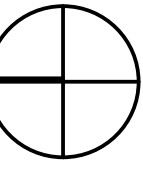
SITE PLAN KEYNOTES	
1.	EXISTING LOT LINE.
2.	PROPOSED LOT LINE.
3.	PROPOSED UTILITY EASEMENT.
4.	TRASH ENCLOSURE, 12'x8'
5.	PEDESTRIAN ACCESS PATH.
6.	NEW ASPHALT PAVING. SEE CIVIL DETAILS.
7.	LOT LINE ADJUSTMENT WILL INCLUDE AN ACCESS EASEMENT FOR LOT 6.
8.	LANDSCAPING. SEE CIVIL.
9.	ADA PARKING SIGN
10.	ELECTRICAL VAULT
11.	PARKING AVAILABLE TO ACCOMMODATE STANDARD 53' TRACTOR TRAILER

SITE PLAN GENERAL NOTES	
A.	REFER TO CIVIL DRAWINGS FOR HORIZONTAL CONTROL INFORMATION, DRAINAGE, SLAB AND PAVING ELEVATIONS, PUBLIC WORK IMPROVEMENTS, AND SITE UTILITIES. REFER TO LANDSCAPE DRAWINGS FOR PLANTING AND IRRIGATION DESIGN.
B.	SIDEWALKS AND RAMPS SHALL BE CONSTRUCTED TO THE FOLLOWING REQUIREMENTS: 1. MAX. CROSS SLOPE OF SIDEWALKS & LANDINGS: 1:50 2. MAX. CROSS SLOPE OF SIDEWALKS: 1:20 3. MAXIMUM SLOPE OF RAMPS: 1:12 4. MAXIMUM SLOPE OF DISABLED PARKING STALLS: 2% IN ANY DIRECTION 5. 2% MAXIMUM SLOPE FOR 5'-0" IN DIRECTION OF TRAVEL AT ALL BUILDING ENTRANCES
C.	LIMITS OF WORK: THE CONTRACTOR SHALL CONFINE OPERATIONS AT THE SITE TO AREAS PERMITTED BY LAW, ORDINANCES, PERMITS AND THE CONTRACT DOCUMENTS.
D.	STAGING AREA: THE CONTRACTOR AND SUBCONTRACTORS SHALL LIMIT STORAGE OF MATERIALS AND PORTABLE FIELD OFFICES WITHIN THE AREAS APPROVED BY THE CITY OF HOOD RIVER.
E.	GENERAL CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE OR DISRUPT EXISTING UTILITIES, INCLUDING DRAINS, WHILE EXCAVATING OR GRADING DURING CONSTRUCTION. CONFIRM LOCATION OF EXISTING UTILITIES OF ADJACENT PROPERTIES.
F.	PRIOR TO START OF WORK THE CONTRACTOR SHALL COORDINATE WITH EACH RESPECTIVE GOVERNING AUTHORITY IN VERIFYING THE LOCATION (INVERT ELEVATIONS, HORIZONTAL CONTROLS, EASEMENTS) OF EXISTING SANITARY AND STORM SEWER, WATER, NATURAL GAS, ELECTRICAL, FIBER OPTIC, SLEEPER, OVERHEAD POWER LINES AND OTHER UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND DOCUMENTS. IF A CONSTRUCTION CONFLICT IS DISCOVERED BETWEEN THE UTILITY INFORMATION OBTAINED AND THE CONTRACT DOCUMENTS NOTIFY THE ARCHITECT IMMEDIATELY.
G.	EMERGENCY VEHICLE ACCESS: THE CONTRACTOR SHALL MAINTAIN FIRE TRUCK ACCESS TO THE SITE THROUGHOUT THE CONSTRUCTION PROCESS UNLESS AN ALTERNATE PLAN IS APPROVED BY THE FIRE DEPARTMENT.

SITE DATA	
ZONING:	LI - LIGHT INDUSTRIAL
ALLOWED USE:	LIGHT INDUSTRIAL USES LESS THAN 25,000 SQ. FT.
BUILDING IS PROPOSED AS RACKED STORAGE AND DISTRIBUTION	
DEVELOPMENT STANDARDS:	
MINIMUM STREET FRONTAGE:	20'-0" (29% PROVIDED)
MINIMUM SETBACKS:	NONE
MAXIMUM BUILDING HEIGHT:	45'-0" (40' PROVIDED)
EXISTING LOT AREA:	51,738 SQ. FT.
PROPOSED LOT AREA:	48,027 SQ. FT.
LANDSCAPE AREA:	6,307 SQ. FT.
LANDSCAPE COVERAGE:	13% (10% REQUIRED)
PAVING AREA:	20,952 SQ. FT.
BUILDING FOOTPRINT:	20,174 SQ. FT.
VEHICLE PARKING:	
REQUIRED:	1 SPACE PER EMPLOYEE, 5 EMPLOYEES PROVIDED: 38 PARKING SPACES, 2 ADA COMPLIANT SPACES
BICYCLE PARKING:	
WAREHOUSE AND FREIGHT MOVEMENT:	REQUIRED: 2, OR 1 PER 40,000 SQ. FT. OF FLOOR SPACE PROVIDED: 2
SITE LIGHTING:	NEW EXTERIOR LIGHTING FIXTURES SHALL BE FULL CUT-OFF OR SHIELDING METHOD TO DIRECT EMISSIONS DOWNWARD.



SITE PLAN
 SCALE: 1" = 20'



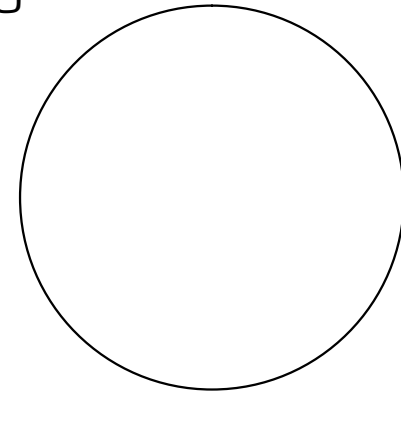
SITE DETAILS

TURTLE ISLAND FOODS
 ANCHOR WAY
 HOOD RIVER, OR 97031

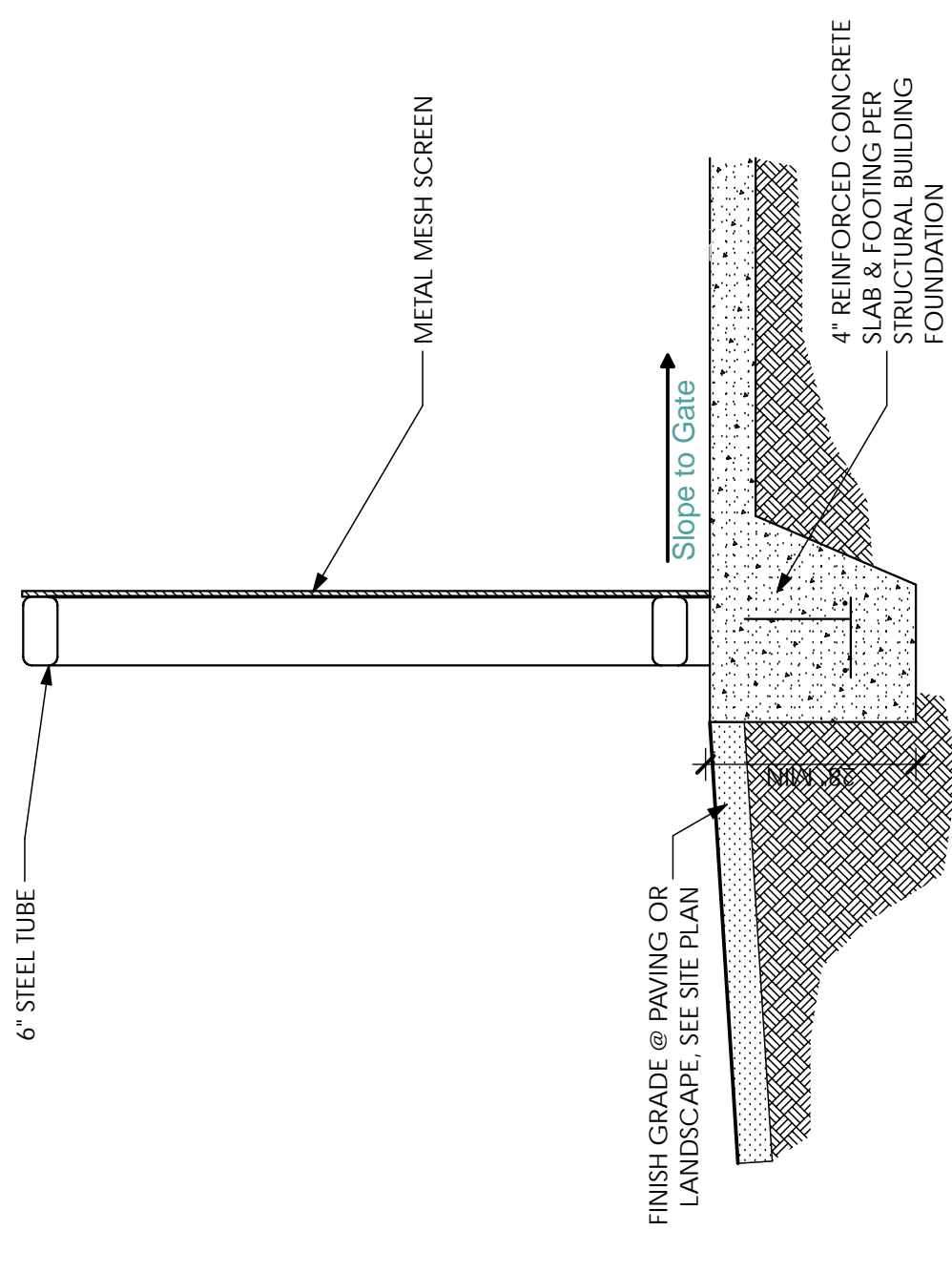
Date: 5/20/15
 Job: 14016

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THE DIMENSION SHALL BE MEASURED AND ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES. STEMACH DESIGN & ARCHITECTURE

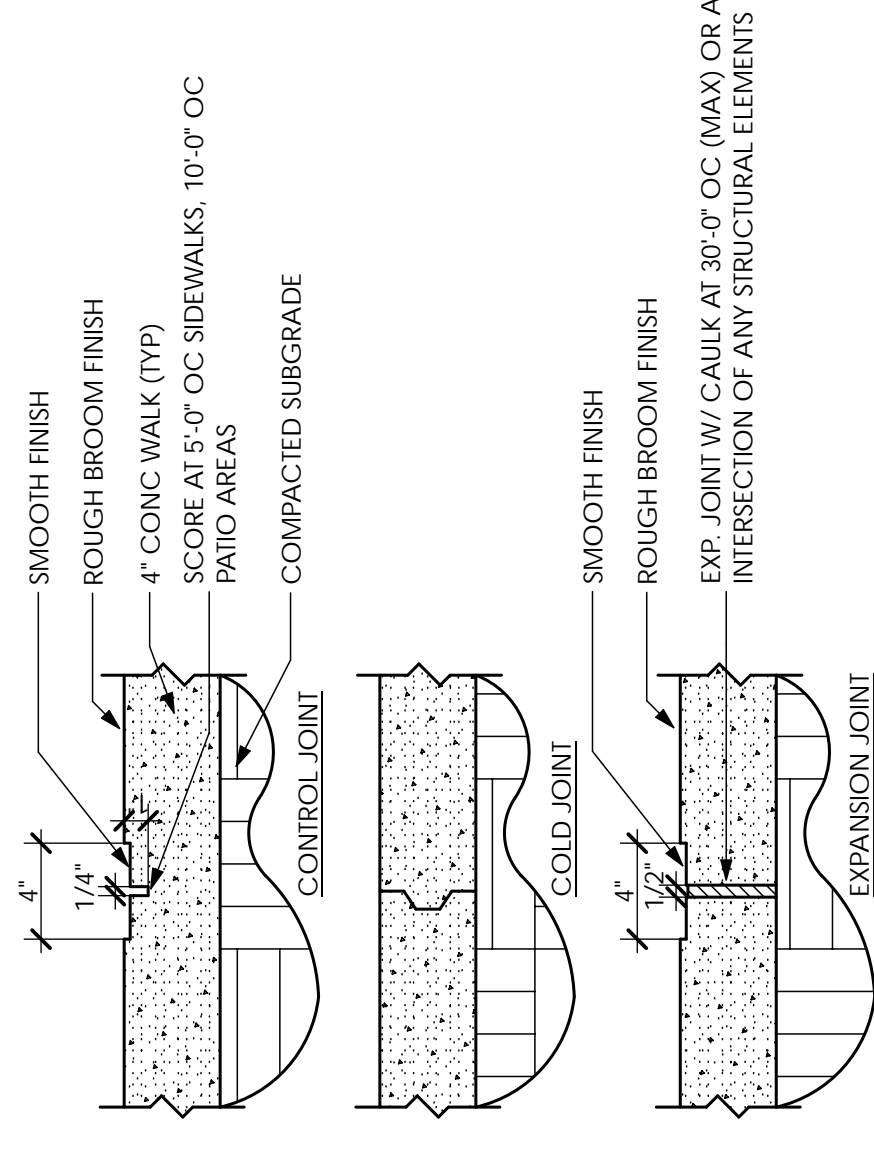
CURRENT REVISION: 



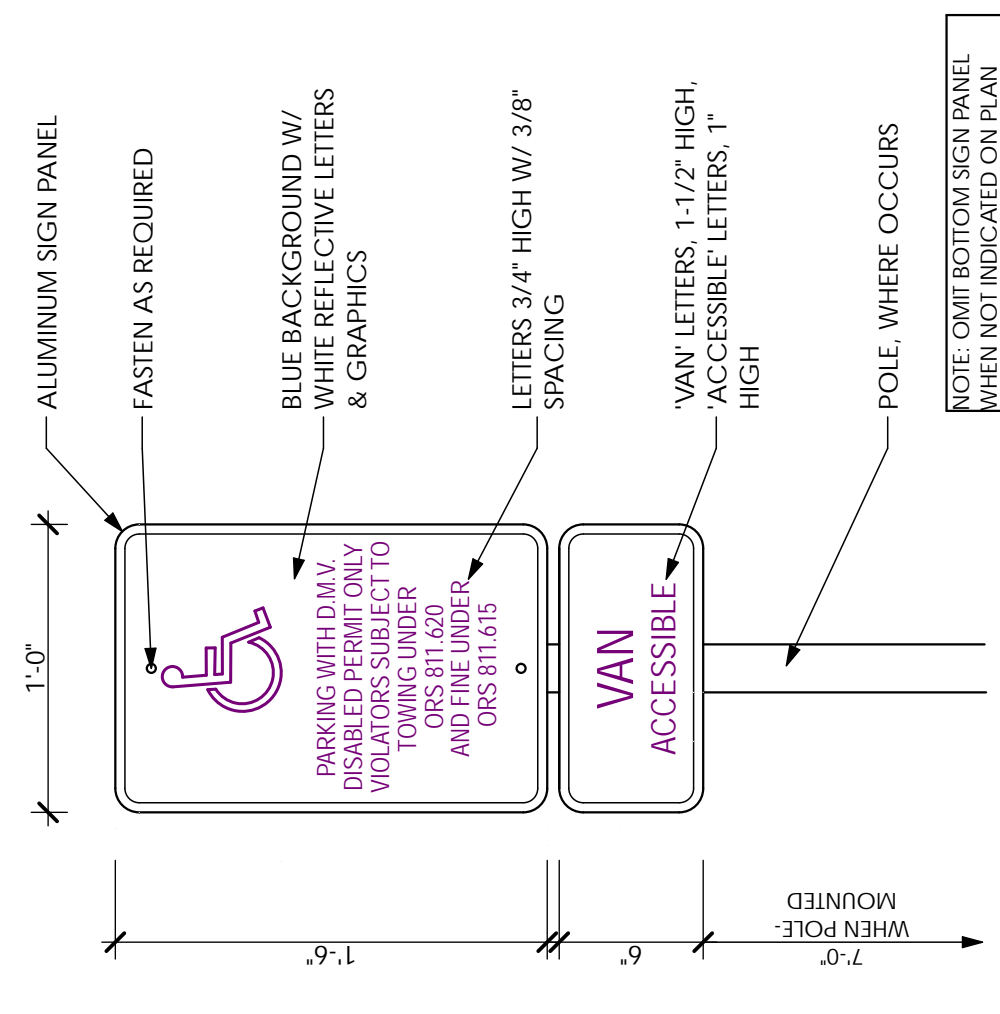
1 TRASH ENCLOSURE SECTION
 SCALE: 3/4" = 1'-0"



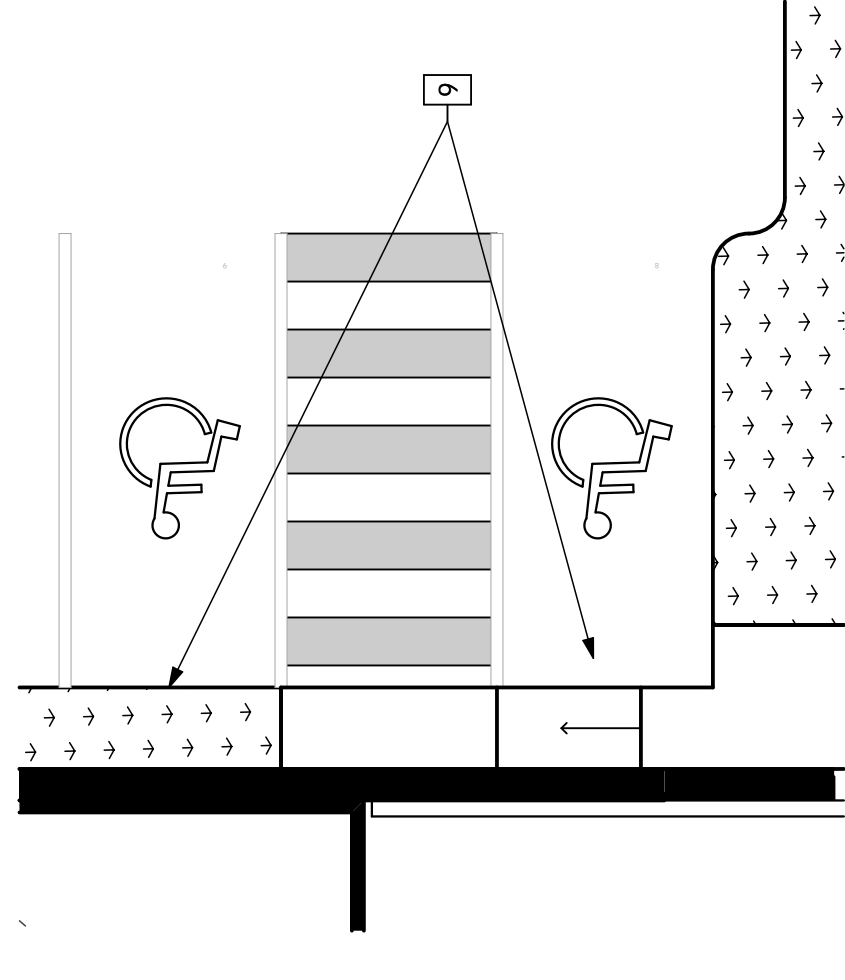
2 SIDEWALK CONSTRUCTION
 SCALE: 1/2" = 1'-0"



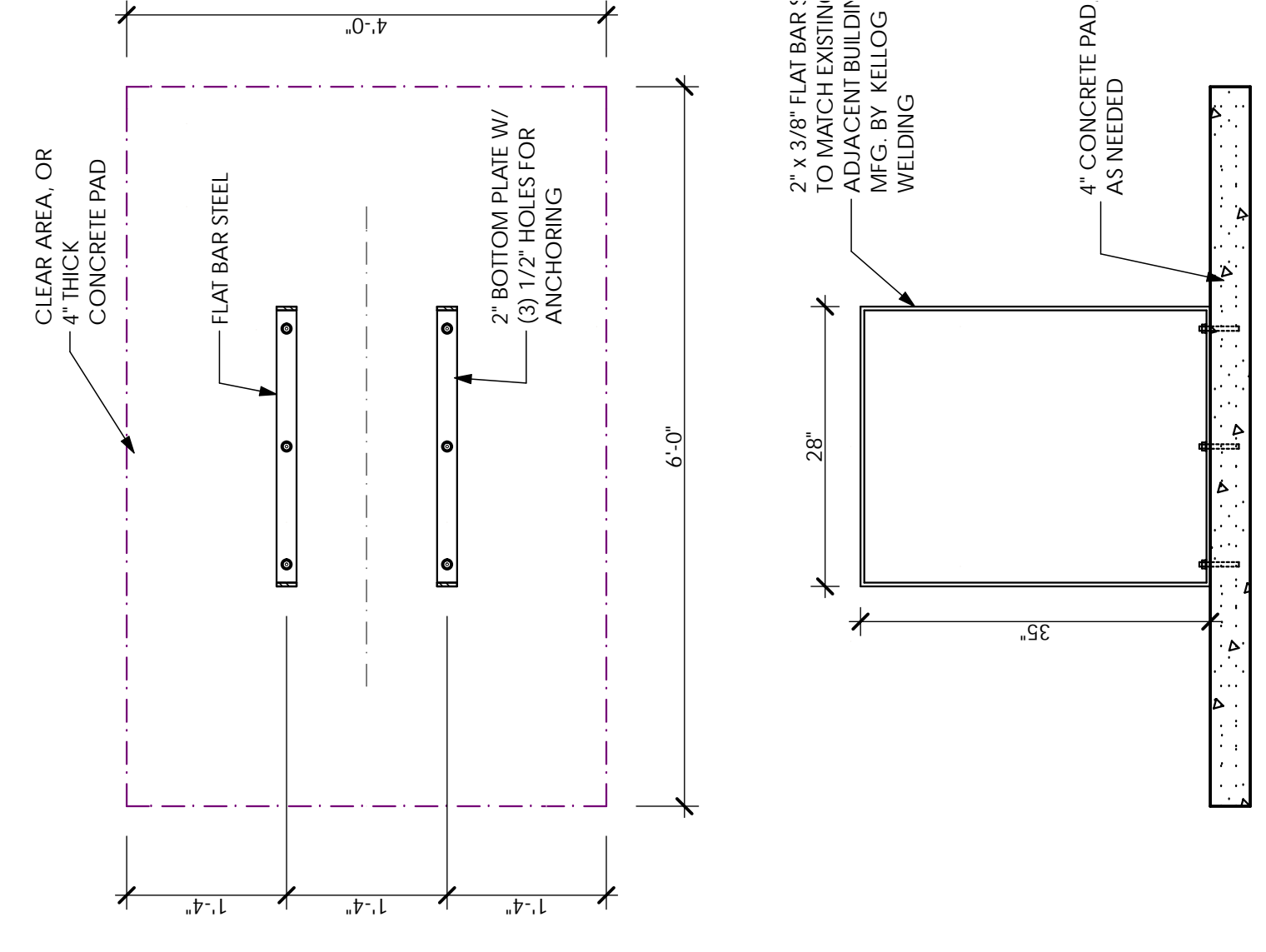
3 ADA PARKING SIGN
 SCALE: 1/2" = 1'-0"



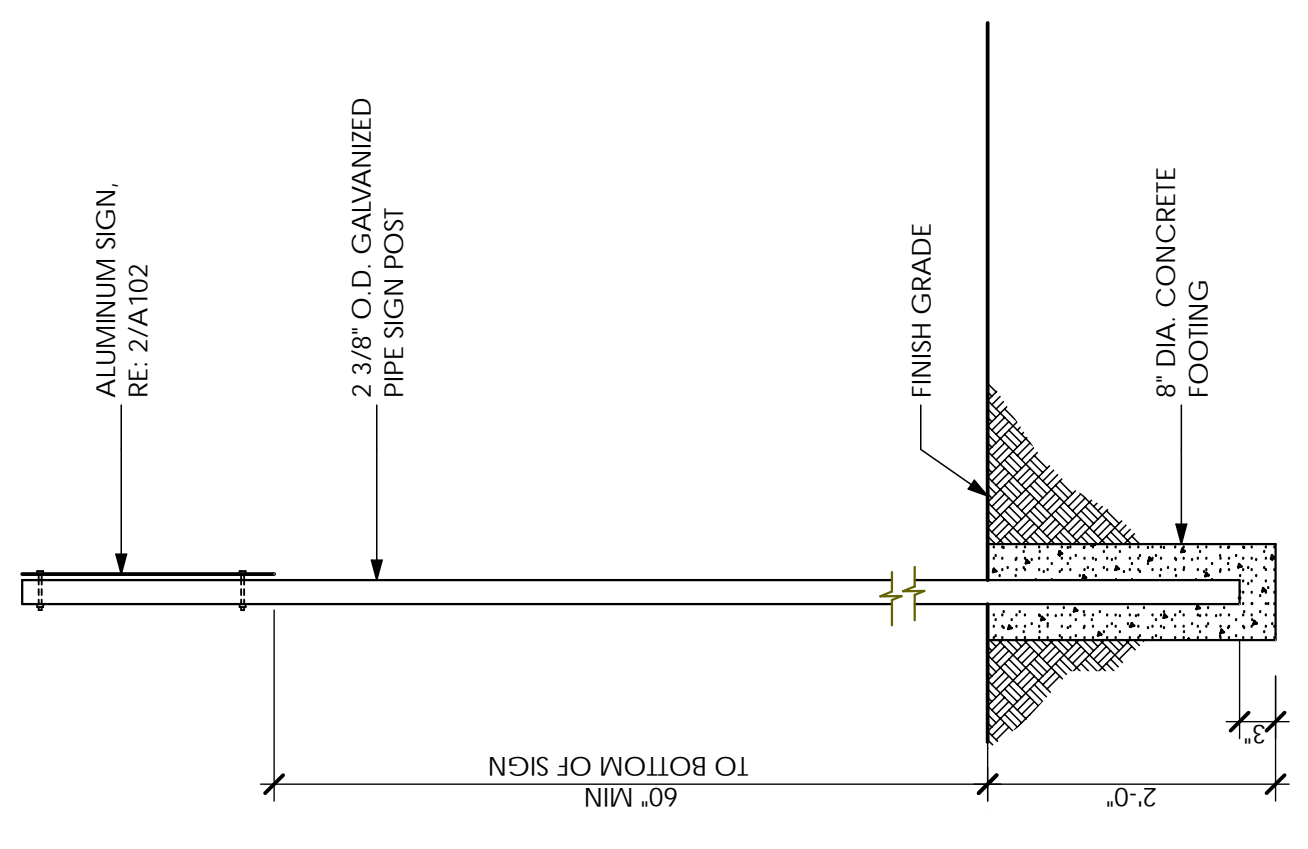
4 ADA PARKING DETAIL
 SCALE: 1/8" = 1'-0"

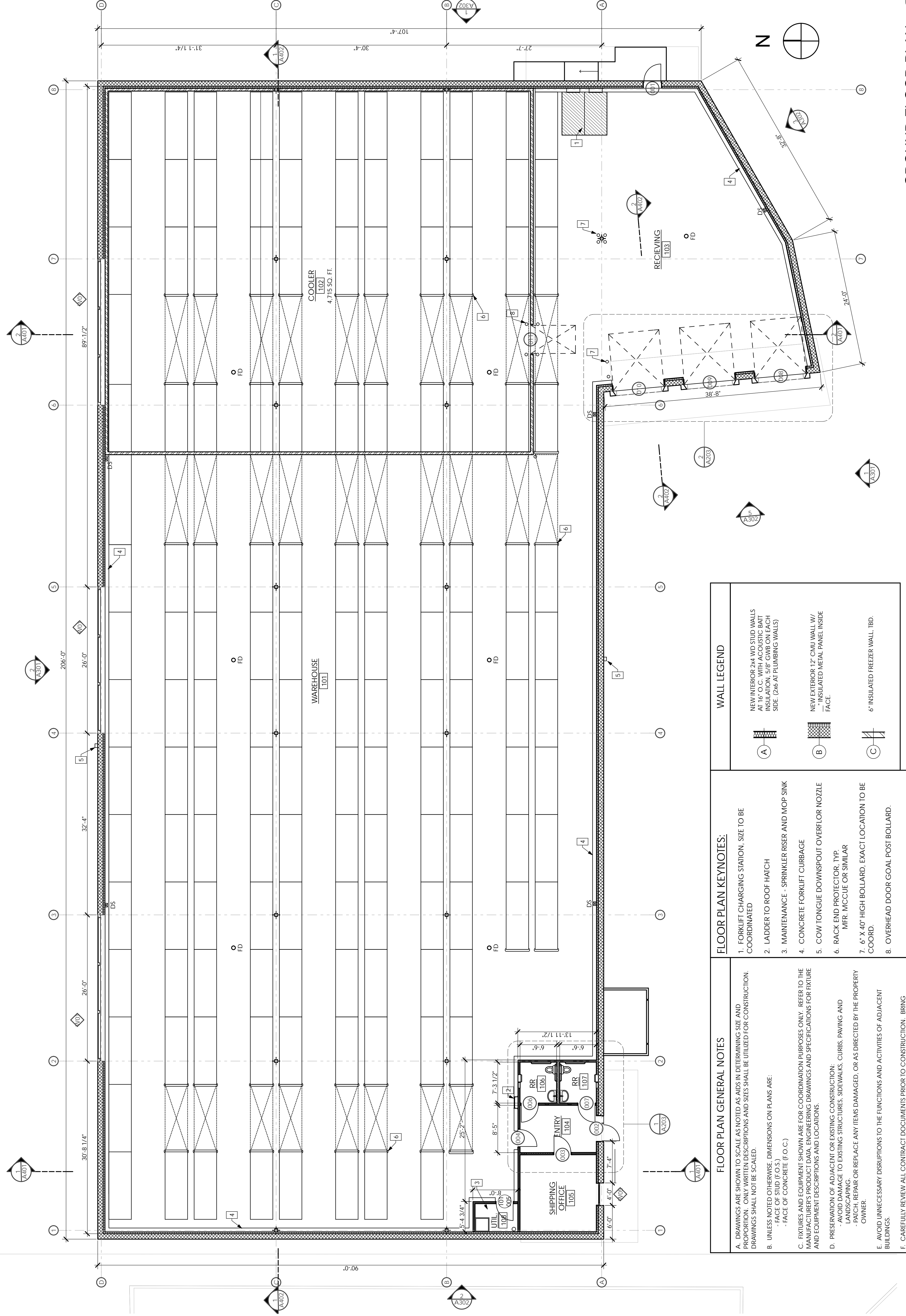
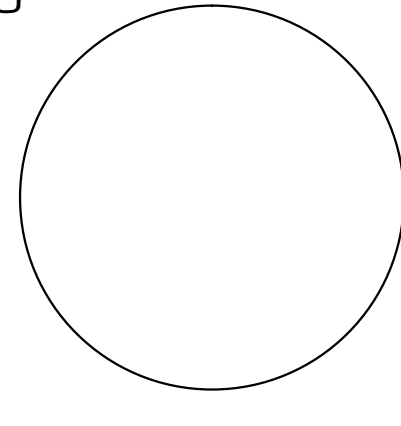


5 BICYCLE RACK PLAN/ELEVATION
 SCALE: 3/4" = 1'-0"

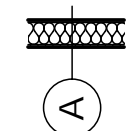
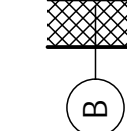
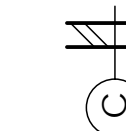


6 ADA PARKING POLE
 SCALE: 3/4" = 1'-0"



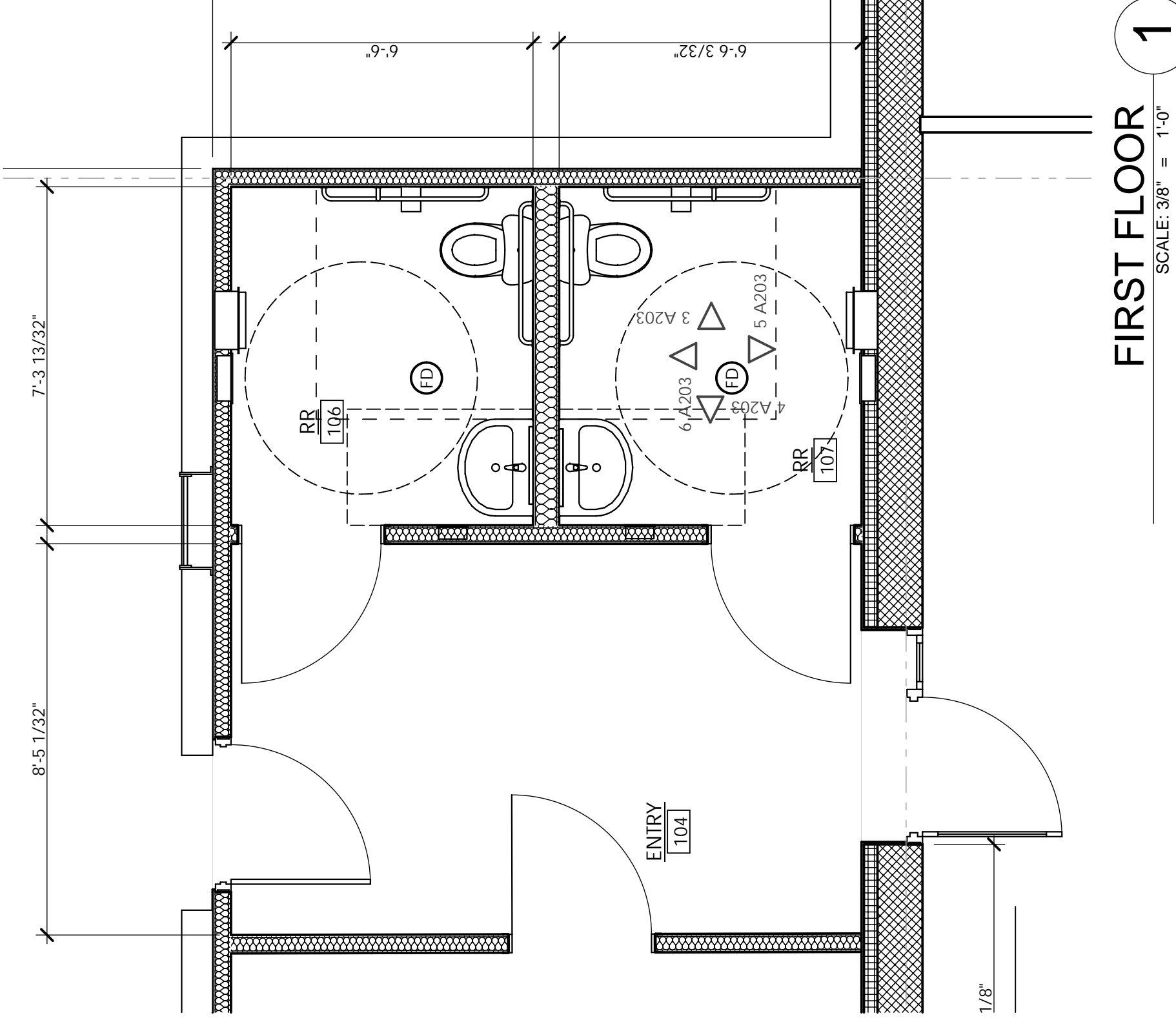
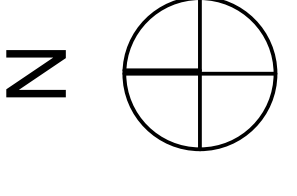
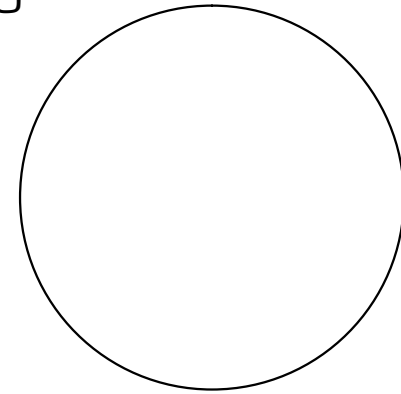


WALL LEGEND

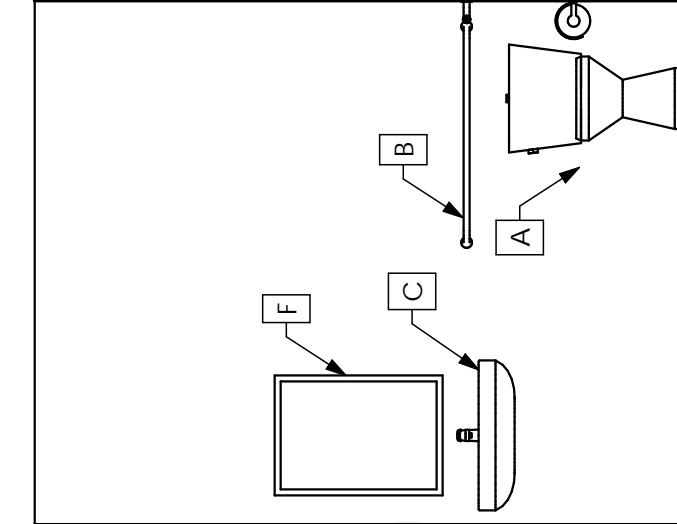
	NEW INTERIOR 2x4 WD STUD WALLS AT 16" O.C. WITH ACOUSTIC BATT INSULATION. 5/8" GWB ON EACH SIDE. (2x6 AT PLUMBING WALLS)
	NEW EXTERIOR 12" CMU WALL W/ " " INSULATED METAL PANEL INSIDE FACE.
	6" INSULATED FREEZER WALL. TBD.

- FLOOR PLAN KEYNOTES:**
1. FORKLIIFT CHARGING STATION. SIZE TO BE COORDINATED
 2. LADDER TO ROOF HATCH
 3. MAINTENANCE - SPRINKLER RISER AND MOP SINK
 4. CONCRETE FORKLIIFT CURBAGE
 5. COW TONGUE DOWNSPOUT OVERFLOOR NOZZLE
 6. RACK END PROTECTOR, TYP. MFR. MCCUE OR SIMILAR
 7. 6" X 40" HIGH BOLLARD. EXACT LOCATION TO BE COORD.
 8. OVERHEAD DOOR GOAL POST BOLLARD.

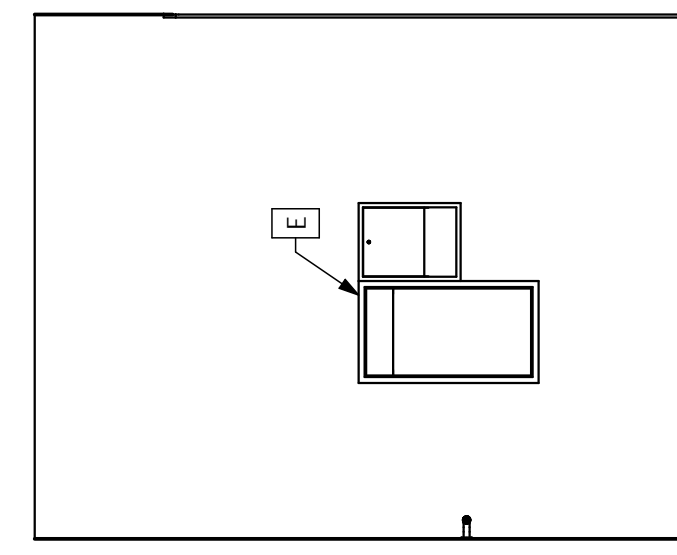
- FLOOR PLAN GENERAL NOTES**
- DRAWINGS ARE SHOWN TO SCALE AS NOTED AS AIDS IN DETERMINING SIZE AND PROPORTION. ONLY WRITTEN DESCRIPTIONS AND SIZES SHALL BE UTILIZED FOR CONSTRUCTION. DRAWINGS SHALL NOT BE SCALED.
 - UNLESS NOTED OTHERWISE, DIMENSIONS ON PLANS ARE:
 - FACE OF STUD (F.O.S.)
 - FACE OF CONCRETE (F.O.C.)
 - FIXTURES AND EQUIPMENT SHOWN ARE FOR COORDINATION PURPOSES ONLY. REFER TO THE MANUFACTURER'S PRODUCT DATA, ENGINEERING DRAWINGS, AND SPECIFICATIONS FOR FIXTURE AND EQUIPMENT DESCRIPTIONS AND LOCATIONS.
 - PRESERVATION OF ADJACENT OR EXISTING CONSTRUCTION:
 - AVOID DAMAGE TO EXISTING STRUCTURES, SIDEWALKS, CURBS, PAVING AND LANDSCAPING.
 - PATCH, REPAIR OR REPLACE ANY ITEMS DAMAGED, OR AS DIRECTED BY THE PROPERTY OWNER.
 - AVOID UNNECESSARY DISRUPTIONS TO THE FUNCTIONS AND ACTIVITIES OF ADJACENT BUILDINGS.
 - CAREFULLY REVIEW ALL CONTRACT DOCUMENTS PRIOR TO CONSTRUCTION. BRING DISCREPANCIES OR CONFLICTING DATA TO THE ATTENTION OF THE ARCHITECT PRIOR TO COMMENCING WORK.
 - INSTALL PORTABLE FIRE EXTINGUISHER CABINETS NO MORE THAN 5'-0" A.F.F.



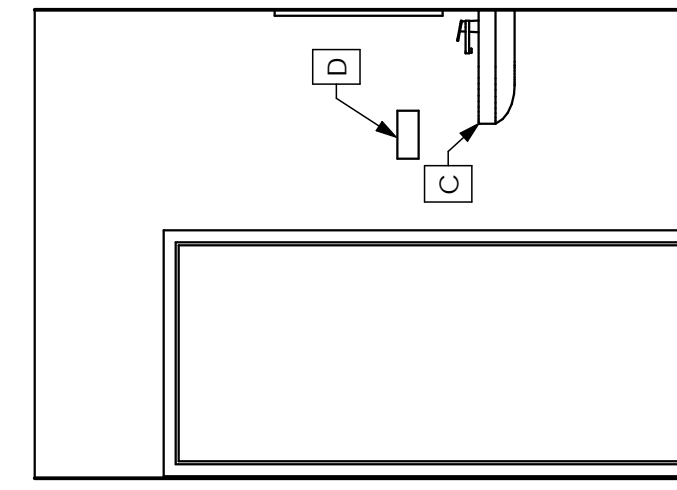
FIRST FLOOR
 SCALE: 3/8" = 1'-0"



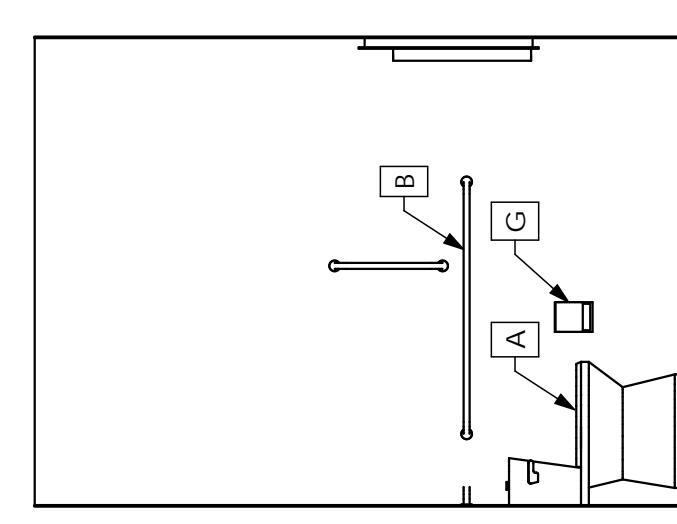
RR South
 SCALE: 3/8" = 1'-0"



RR South
 SCALE: 3/8" = 1'-0"

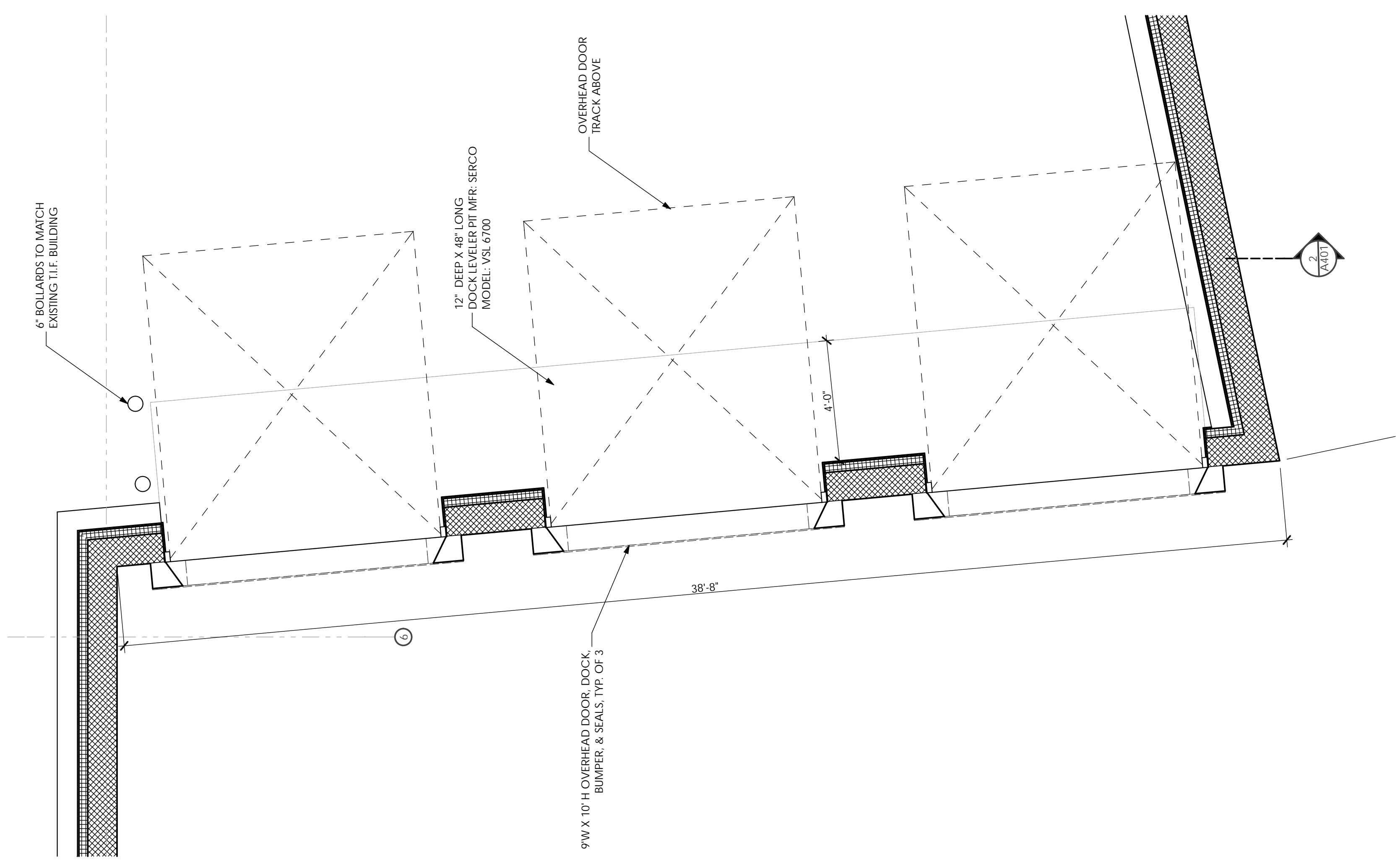


RR South
 SCALE: 3/8" = 1'-0"



RR South
 SCALE: 3/8" = 1'-0"

- INTERIOR ELEVATION KEYNOTES:**
- A. PLUMBING FIXTURE, SEE PLUMBING DWGS
 - B. ADA COMPLIANT GRAB BARS
 - C. WALL MOUNTED ADA COMPLIANT LAVATORY, SEE PLUMBING DWGS
 - D. SOAP DISPENSER, SEE SPECS
 - E. RECESSED TRASH RECEPTACLE AND PAPER TOWEL DISPENSER, SEE SPECS
 - F. VANITY MIRROR, SEE SPECS
 - G. TOILET TISSUE HOLDER, SEE SPECS



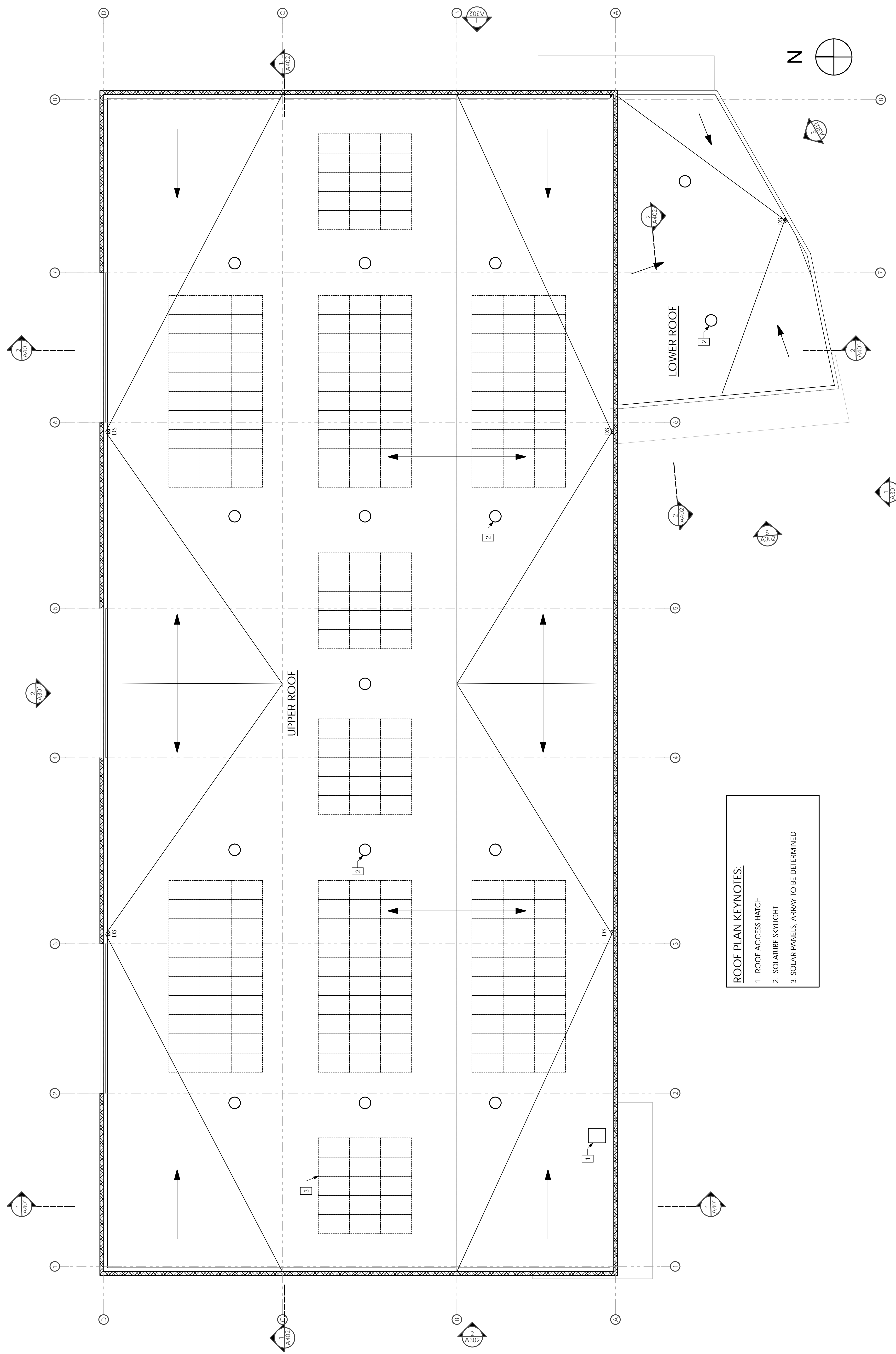
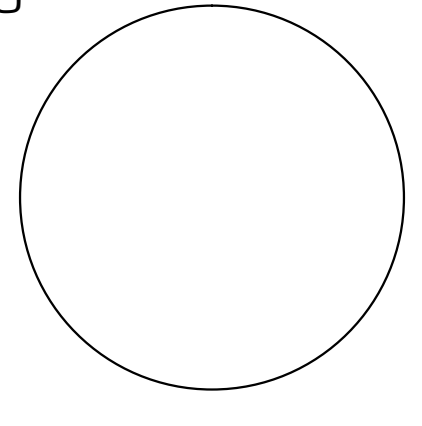
FIRST FLOOR
 SCALE: 3/8" = 1'-0"

ROOF PLAN
TURTLE ISLAND FOODS
ANCHOR WAY
HOOD RIVER, OR 97031
Date: 5/20/15
Job: 14016

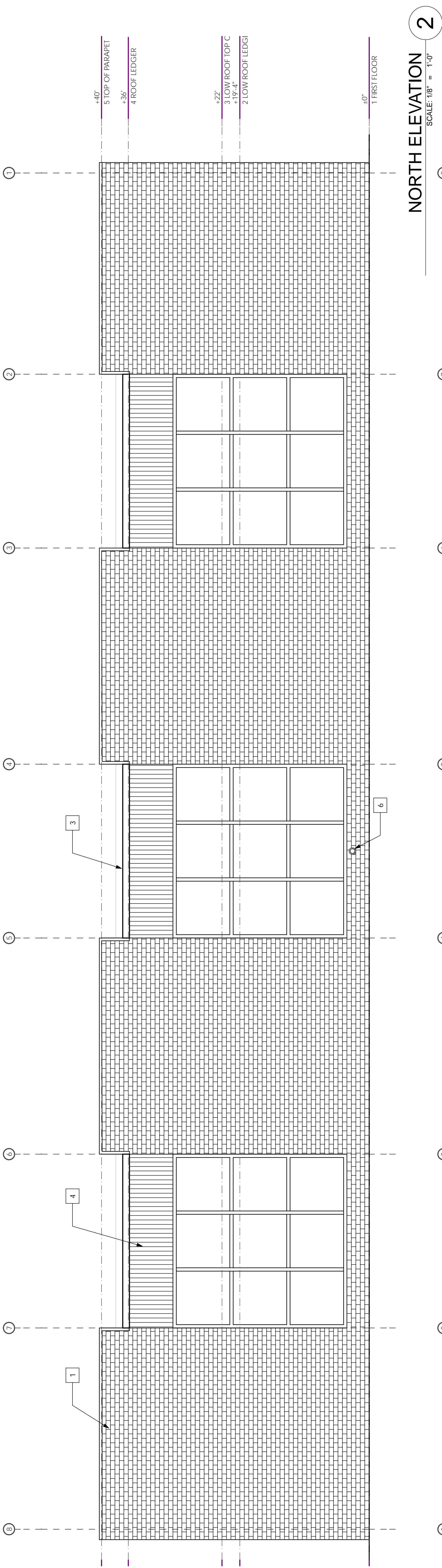
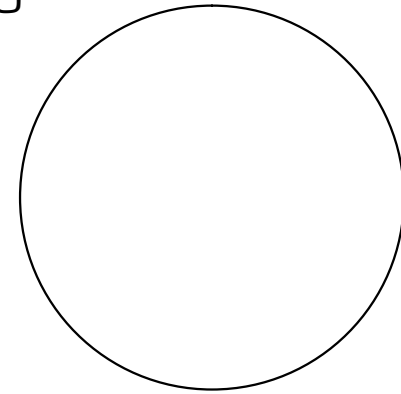
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THE DIMENSION SHOWN WILL BE ENLARGED ON REDUCED DRAWINGS. ALL LABELED SCALES: STEINBACH DESIGN & ARCHITECTURE

STEMACH
DESIGN & ARCHITECTURE
919 NW Bond #214 - Bend, OR 97701
t 541.647.5661 - f 541.749.2464
www.stemachdesign.com

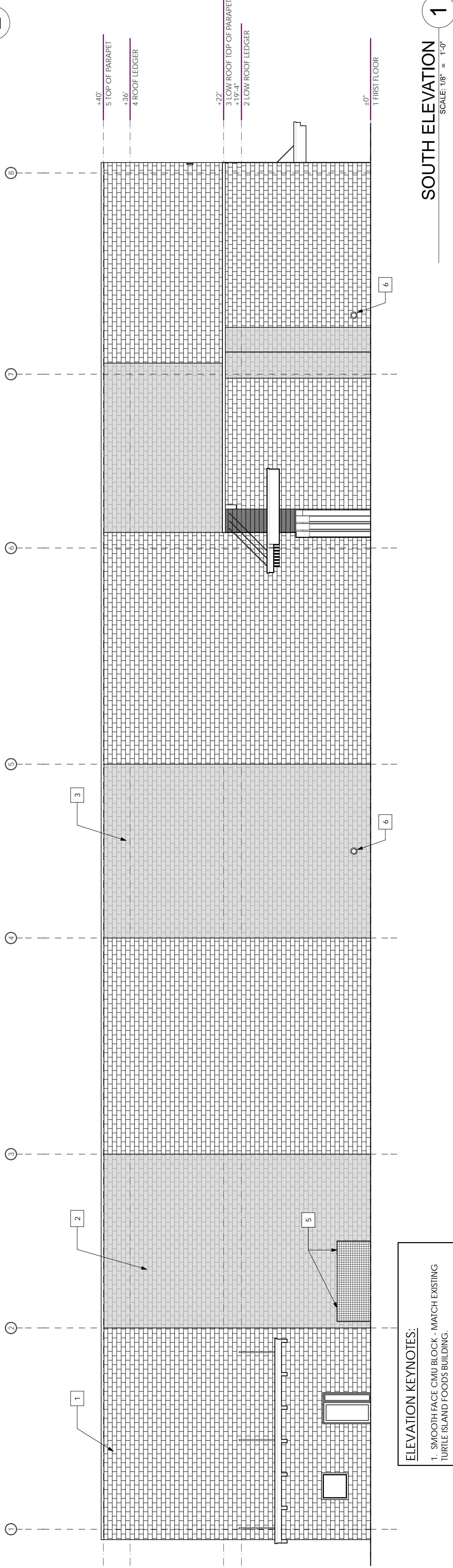
CURRENT REVISION: 



ROOF PLAN KEYNOTES:
1. ROOF ACCESS HATCH
2. SOLATUBE SKYLIGHT
3. SOLAR PANELS, ARRAY TO BE DETERMINED



NORTH ELEVATION 2
 SCALE: 1/8" = 1'-0"



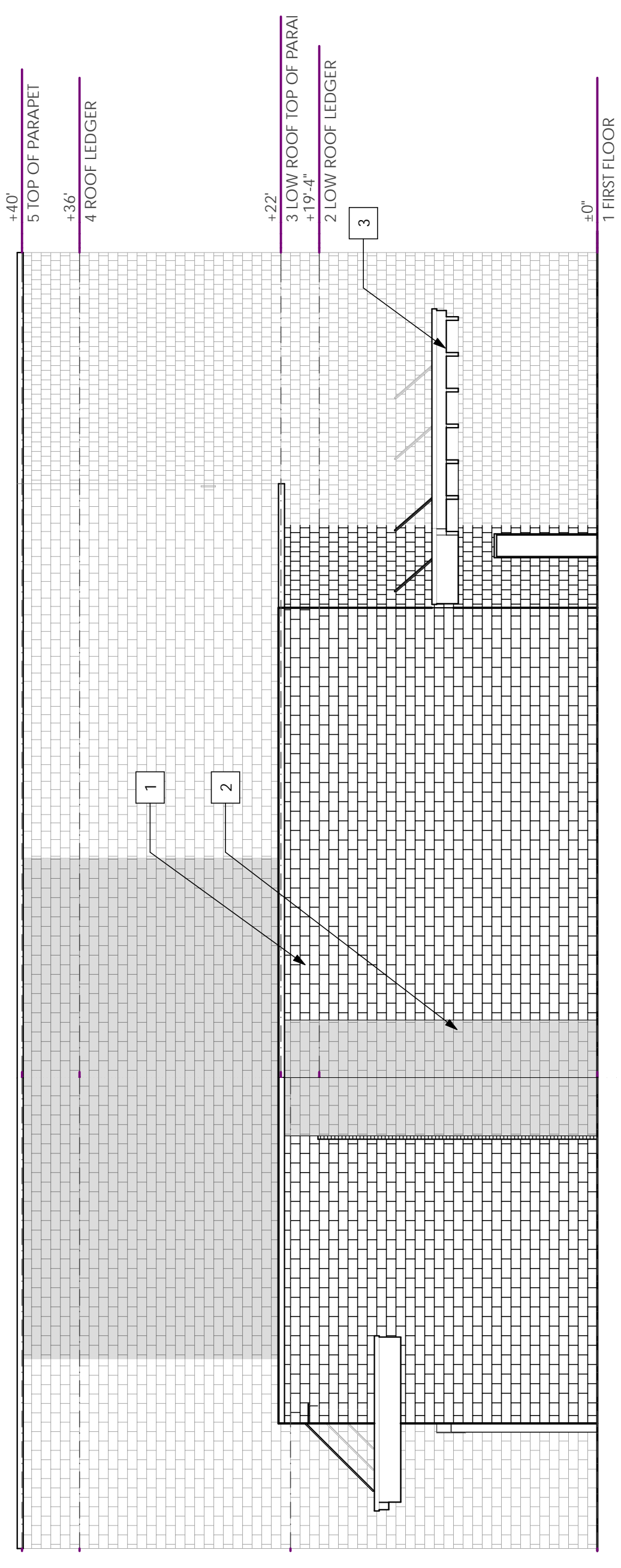
SOUTH ELEVATION 1
 SCALE: 1/8" = 1'-0"

- ELEVATION KEYNOTES:**
1. SMOOTH FACE CMU BLOCK - MATCH EXISTING TURTLE ISLAND FOODS BUILDING.
 2. SPLIT FACE CMU BLOCK - MATCH EXISTING TURTLE ISLAND FOOD BUILDING.
 3. METAL FRAMED WOOD ROOF OVERHANG, SEE DETAILS.
 4. VERTICAL T&G WOOD SIDING - MATCH EXISTING TURTLE ISLAND FOOD BUILDING
 5. 8'x8' SMOOTH FACE CMU TRASH ENCLOSURE.
 6. APPROX. LOCATION OF DOWNSPOUT OVERFLOW NOZZLE

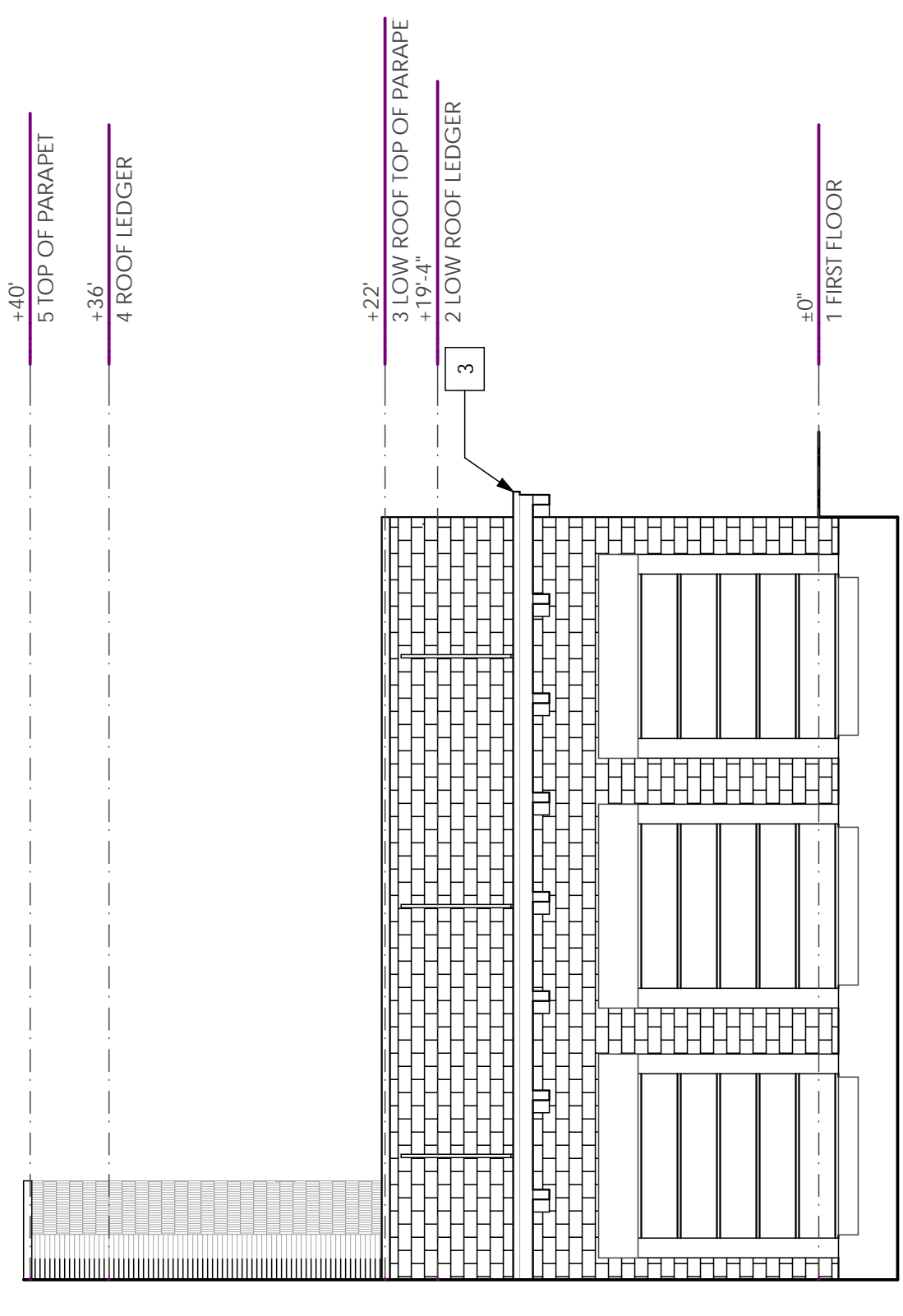
TURTLE ISLAND FOODS
 ANCHOR WAY
 HOOD RIVER, OR 97031

Date: 5/20/15
 Job: 14016

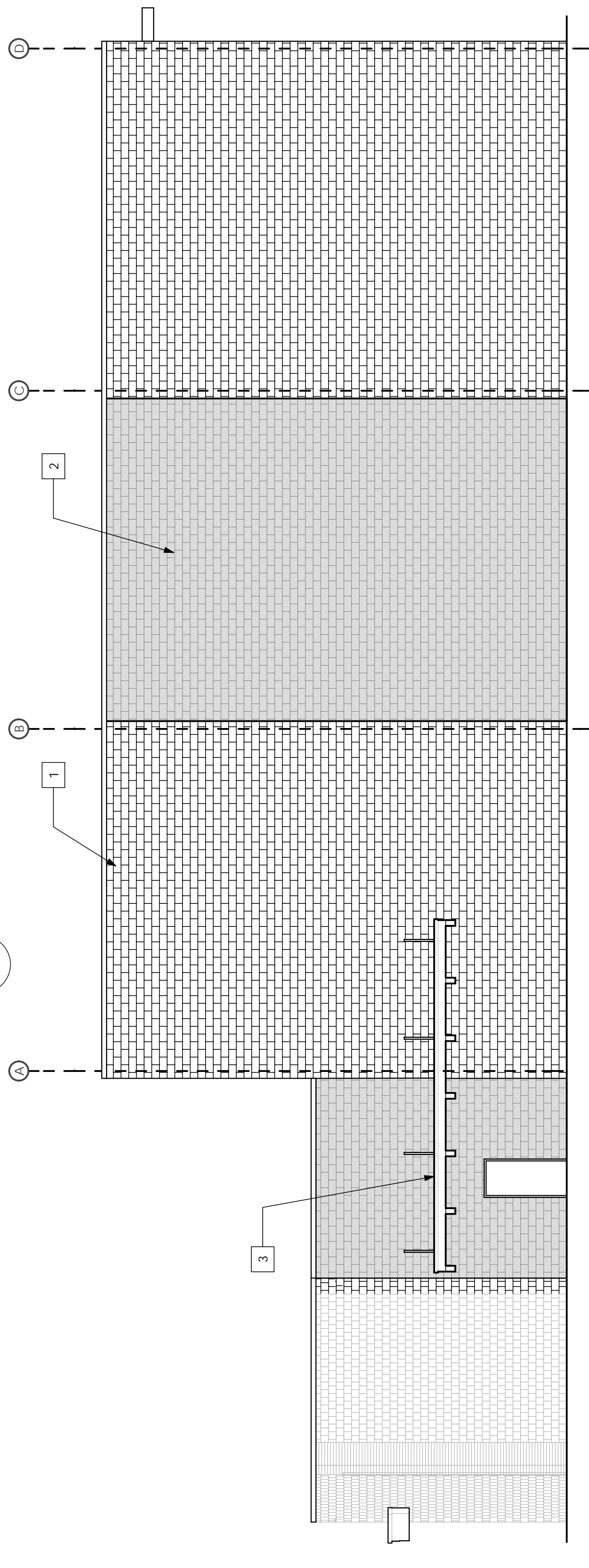
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THE DIMENSION SHALL BE MEASURED AS SHOWN ON THE DRAWING. ALL LABELED SCALES SHALL BE USED AS SHOWN. STEMACH DESIGN & ARCHITECTURE



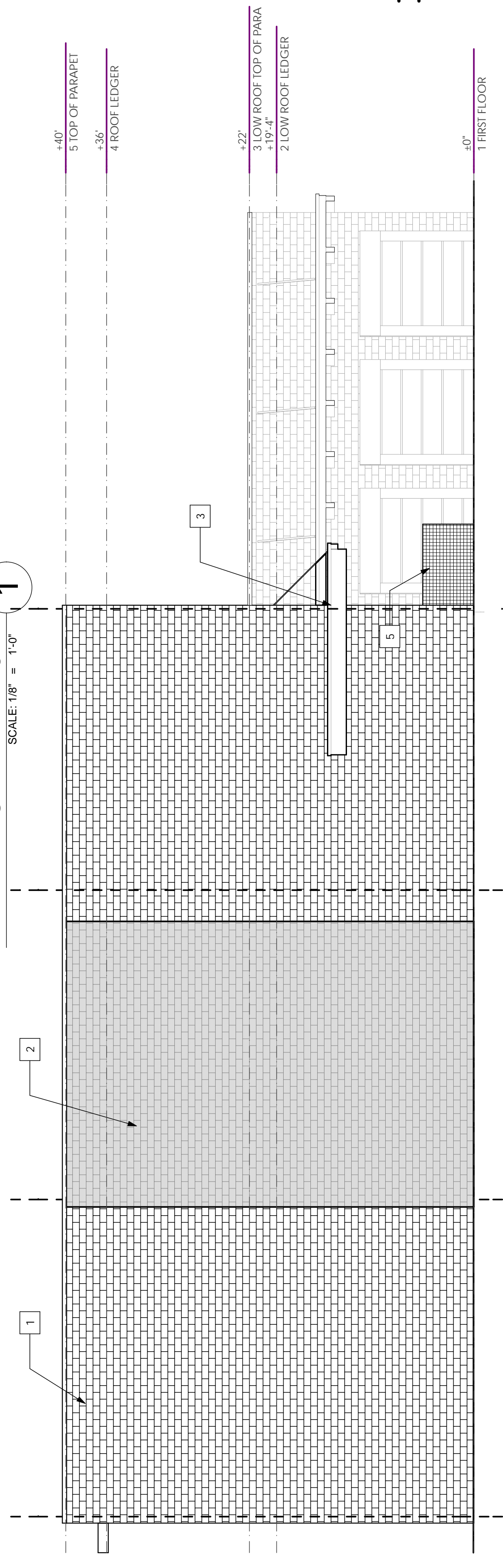
SOUTHEAST ELEVATION 3
 SCALE: 1/8" = 1'-0"



WEST ELEVATION TRUCK DOCKS 5
 SCALE: 1/8" = 1'-0"



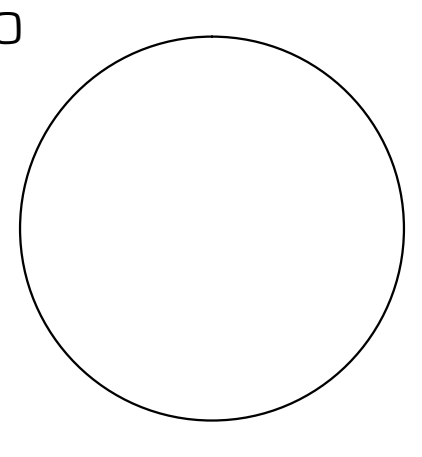
EAST ELEVATION 1
 SCALE: 1/8" = 1'-0"



WEST ELEVATION 2
 SCALE: 1/8" = 1'-0"

- ELEVATION KEYNOTES:**
1. SMOOTH FACE CMU BLOCK - MATCH EXISTING TURTLE ISLAND FOODS BUILDING.
 2. SPLIT FACE CMU BLOCK - MATCH EXISTING TURTLE ISLAND FOOD BUILDING.
 3. METAL FRAMED WOOD ROOF OVERHANG, SEE DETAILS.
 4. VERTICAL T&G WOOD SIDING - MATCH EXISTING TURTLE ISLAND FOOD BUILDING
 5. 8"x8" SMOOTH FACE CMU TRASH ENCLOSURE.

CURRENT REVISION:



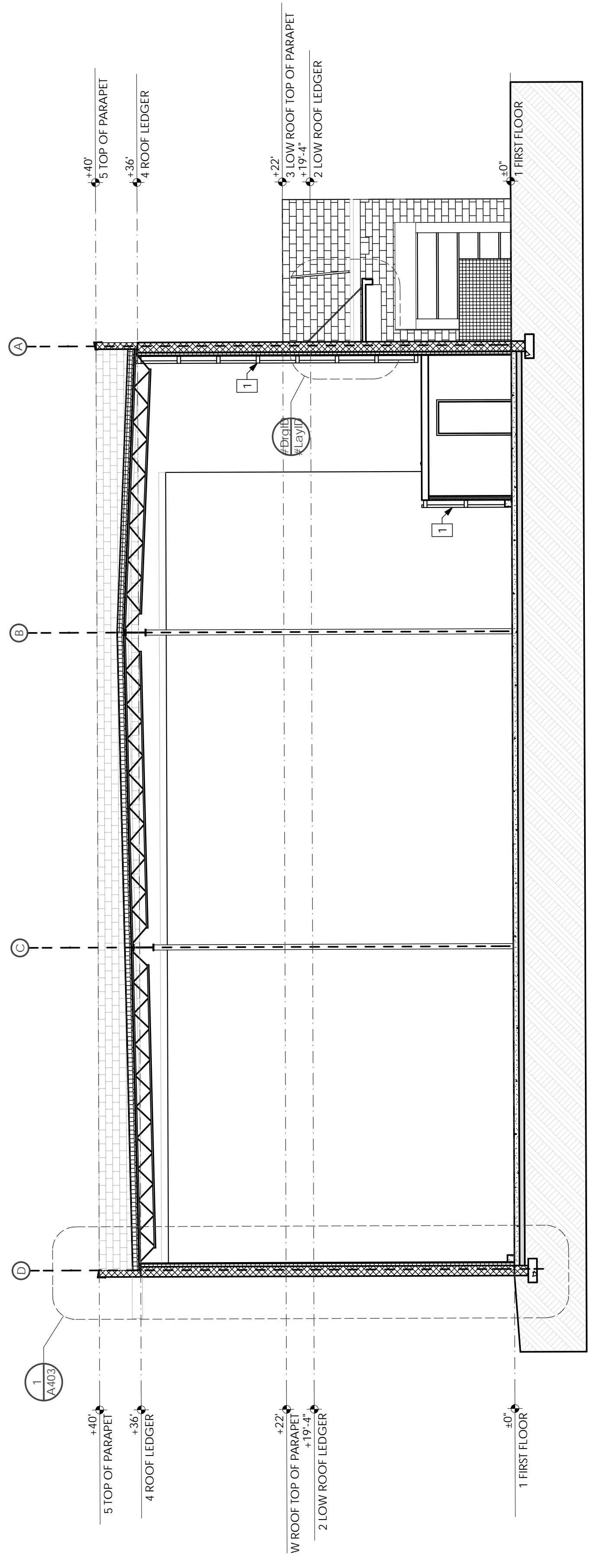
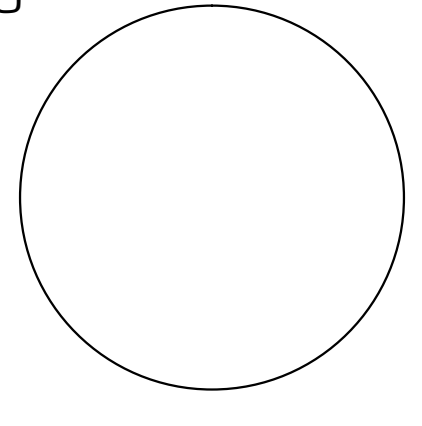
TURTLE ISLAND FOODS
 ANCHOR WAY
 HOOD RIVER, OR 97031

Date: 5/20/15
 Job: 14016

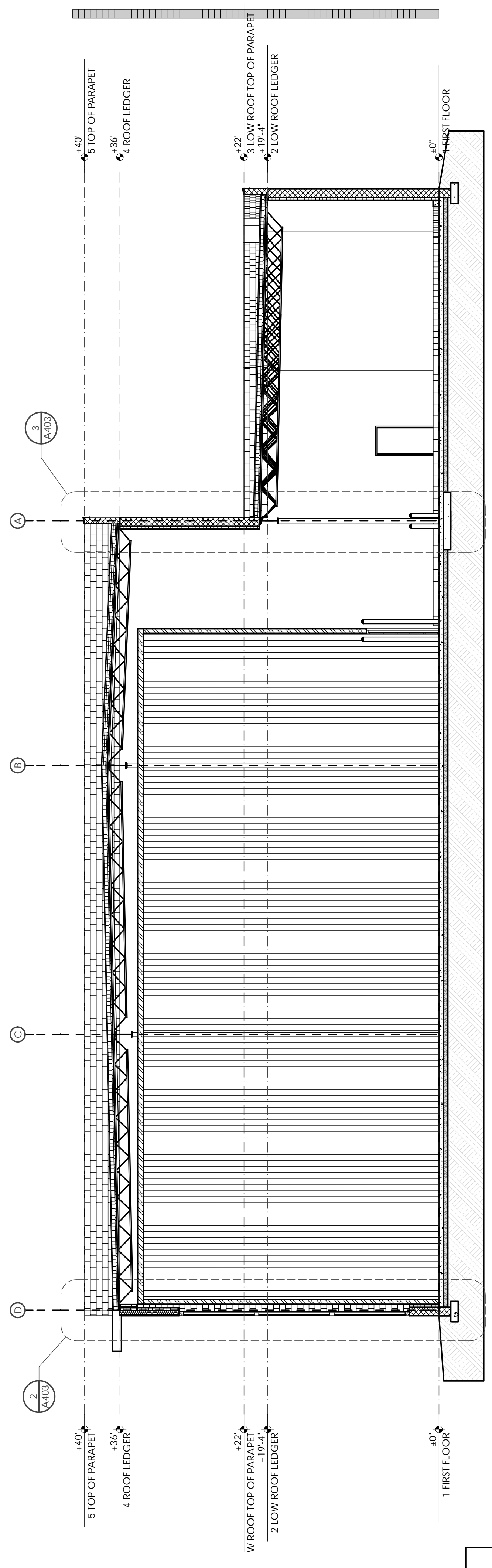
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THE DIMENSION SHALL BE CONSIDERED AS SHOWN AND SHALL BE ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.
 STEMACH DESIGN & ARCHITECTURE

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 t 541.647.5661 - f 541.749.2464
 www.stemachdesign.com

CURRENT REVISION: 



SECTION A 1
 SCALE: 1/8" = 1'-0"



SECTION A 2
 SCALE: 1/8" = 1'-0"

SECTION KEYNOTES:

1. LADDER TO ROOF HATCH
- 2.
- 3.
- 4.
- 5.

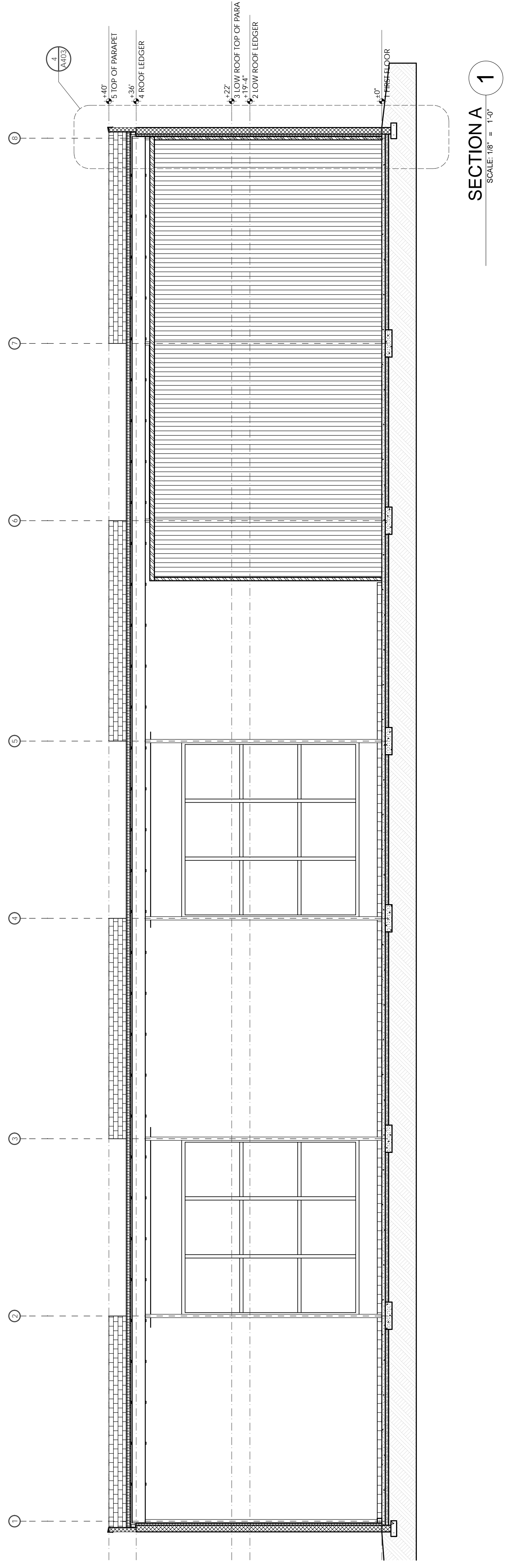
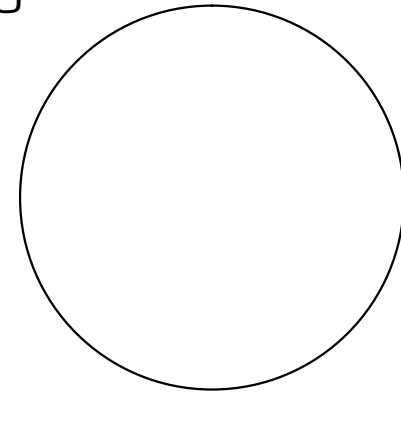
BUILDING SECTIONS
TURTLE ISLAND FOODS
 ANCHOR WAY
 HOOD RIVER, OR 97031

Date: 5/20/15
 Job: 14016

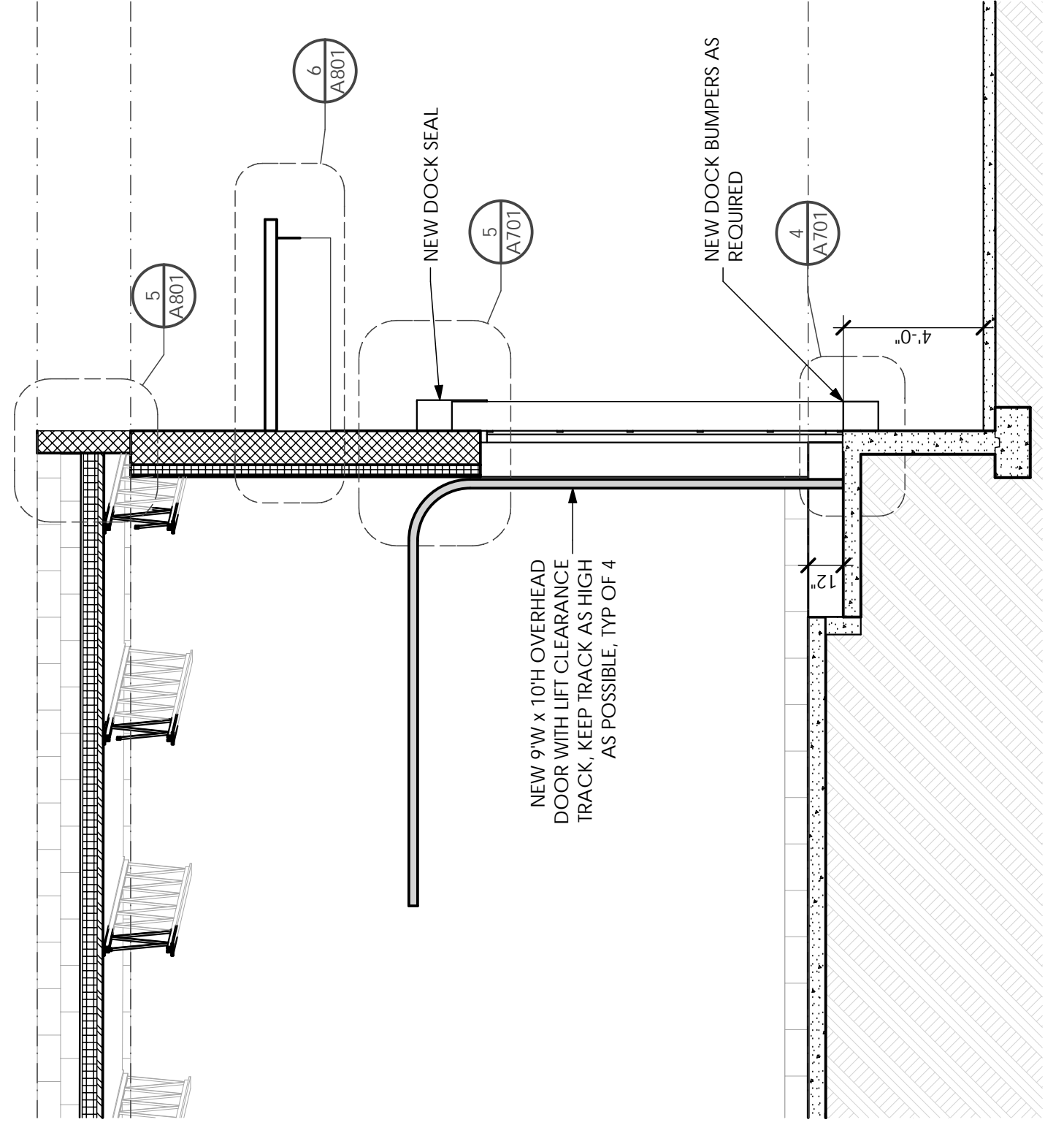
IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THE DIMENSION SHALL BE MEASURED AND ROUNDED UP OR DOWN AS NEAR AS POSSIBLE TO THE NEAREST 1/8" OR 1/4" AS APPLICABLE. ALL LABELED SCALES SHALL BE USED AS SHOWN. STEINBACH DESIGN & ARCHITECTURE

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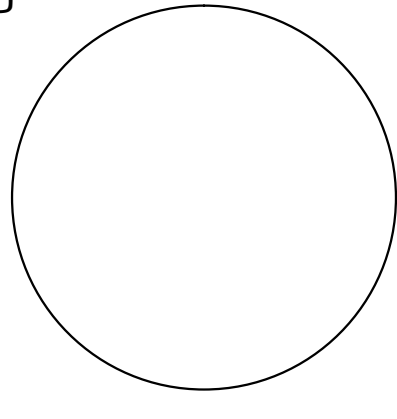
SECTION A
 SCALE: 1/8" = 1'-0"



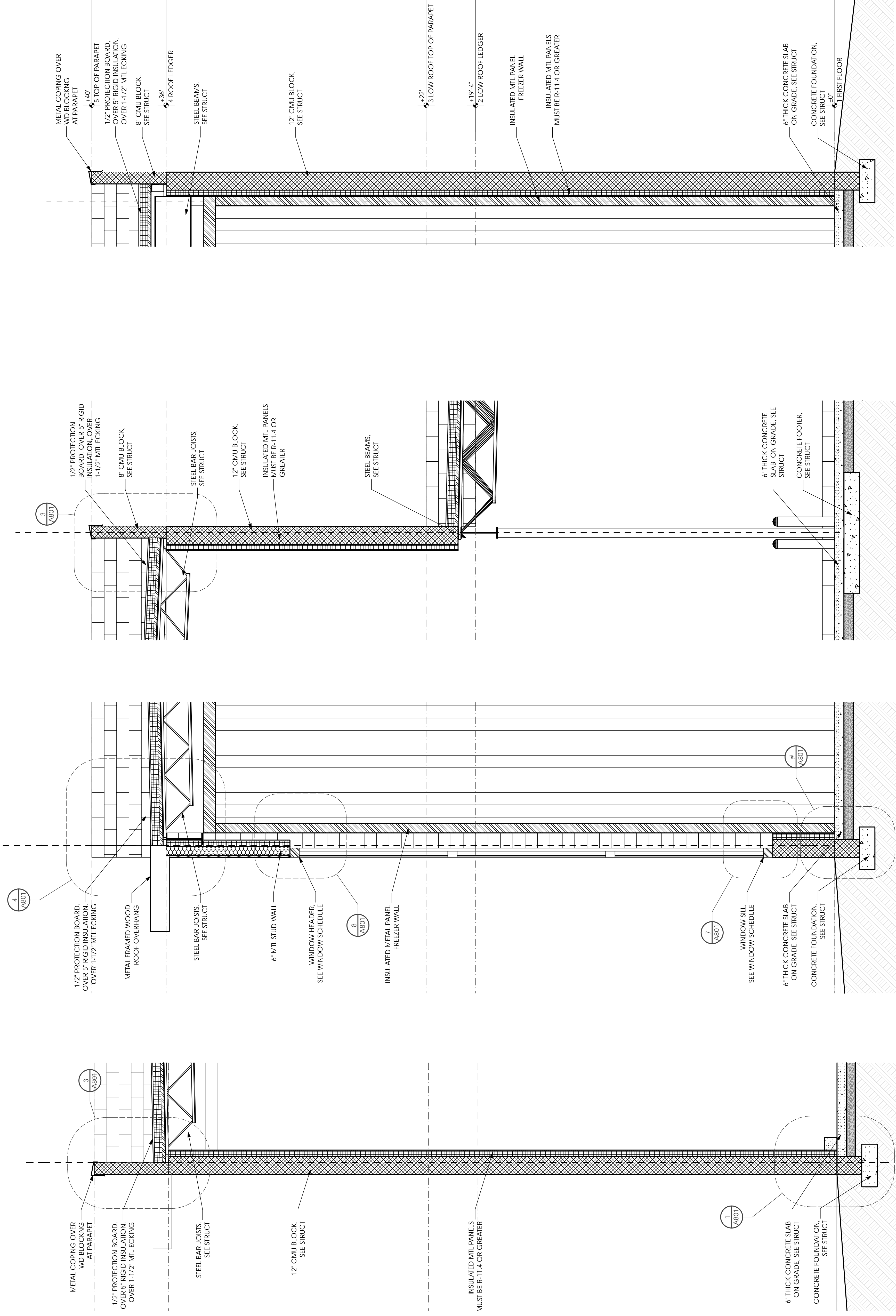
WALL SECTION 2
 SCALE: 1/4" = 1'-0"

SECTION KEYNOTES:

- 1.
- 2.
- 3.
- 4.
- 5.



IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THE DIMENSION SHALL BE MEASURED AS SHOWN. ALL LABELED SCALES SHALL BE USED AS SHOWN. STEMACH DESIGN & ARCHITECTURE



WALL SECTION 1
 SCALE: 3/8" = 1'-0"

WALL SECTION 2
 SCALE: 3/8" = 1'-0"

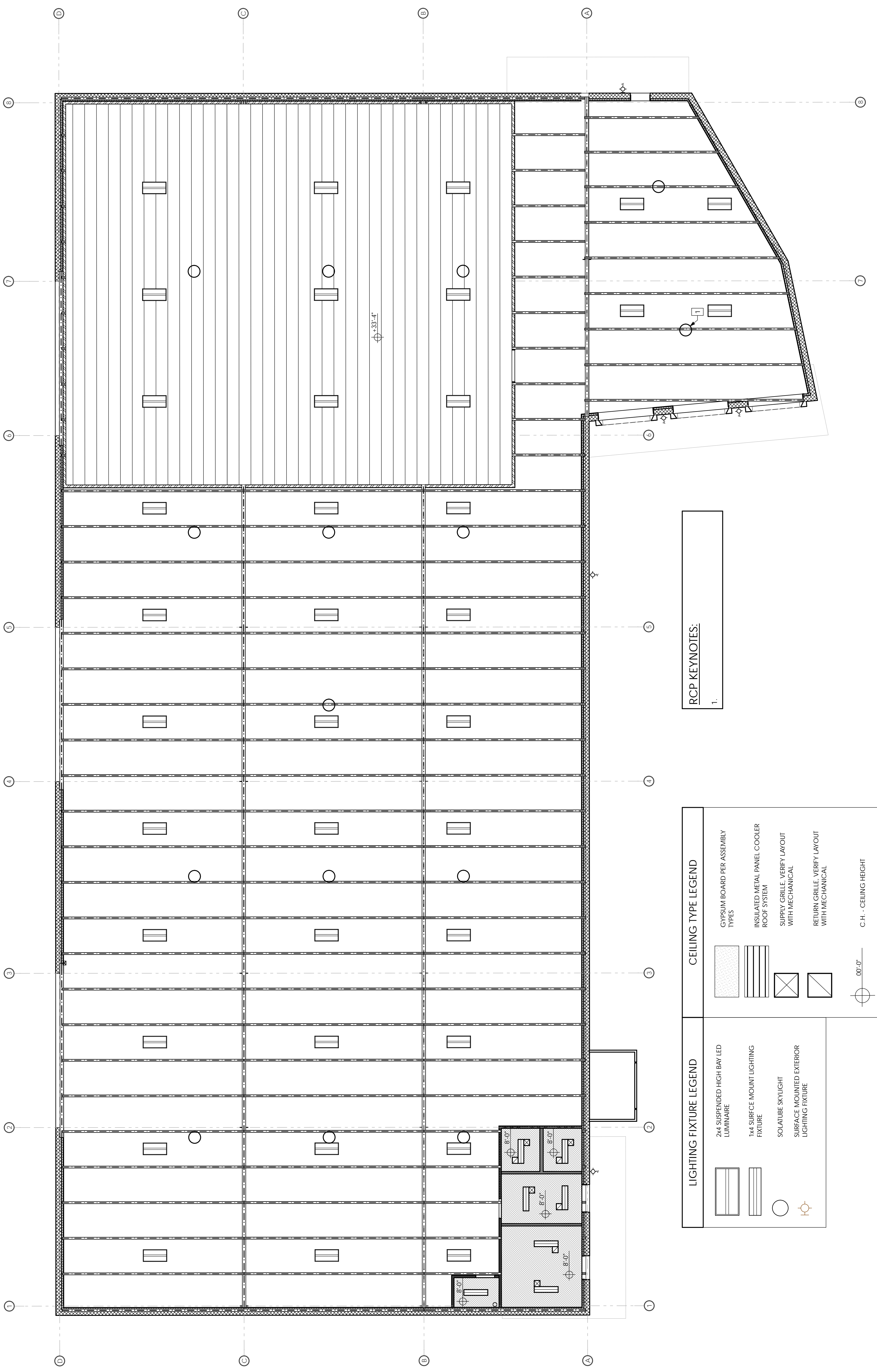
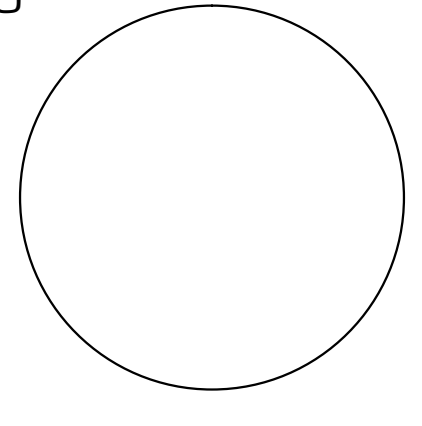
WALL SECTION 3
 SCALE: 3/8" = 1'-0"

WALL SECTION 4
 SCALE: 3/8" = 1'-0"

REFLECTED CEILING PLAN
 TURTLE ISLAND FOODS
 ANCHOR WAY
 HOOD RIVER, OR 97031
 Date: 5/20/15
 Job: 14016
 REFLECTED CEILING PLAN
 IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THE DIMENSION SHALL BE MEASURED AS SHOWN. ALL LABELED SCALES SHALL BE USED AS SHOWN. STEMACH DESIGN & ARCHITECTURE

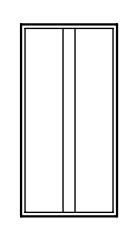
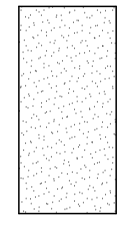
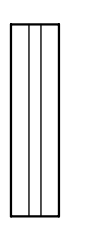
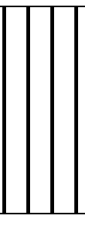
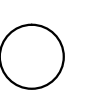
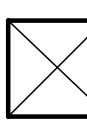
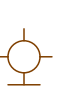
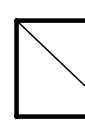
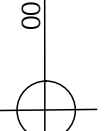
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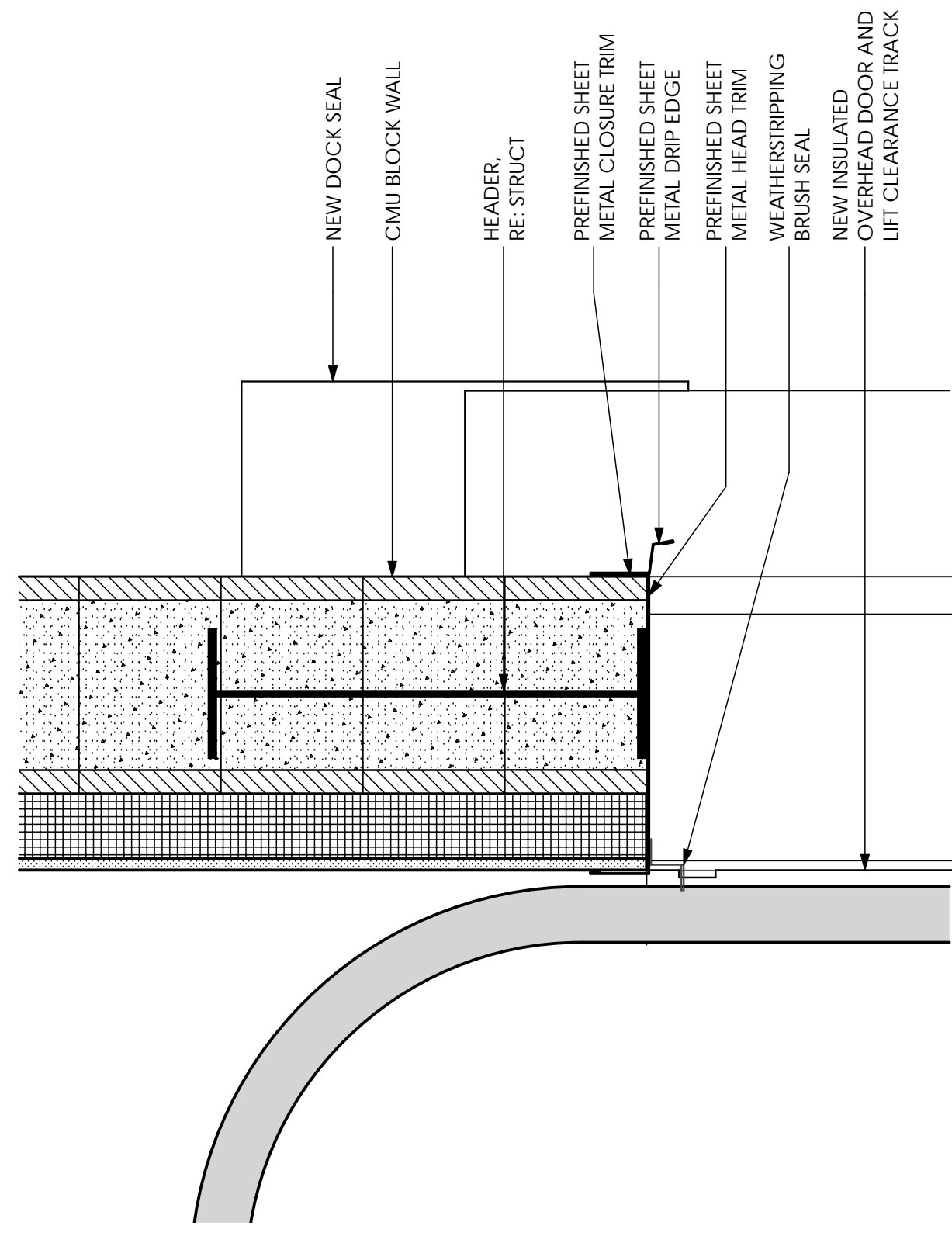
CURRENT REVISION: 



1
 FIRST FLOOR LIGHTING / R.C.P.
 SCALE: 1/8" = 1'-0"

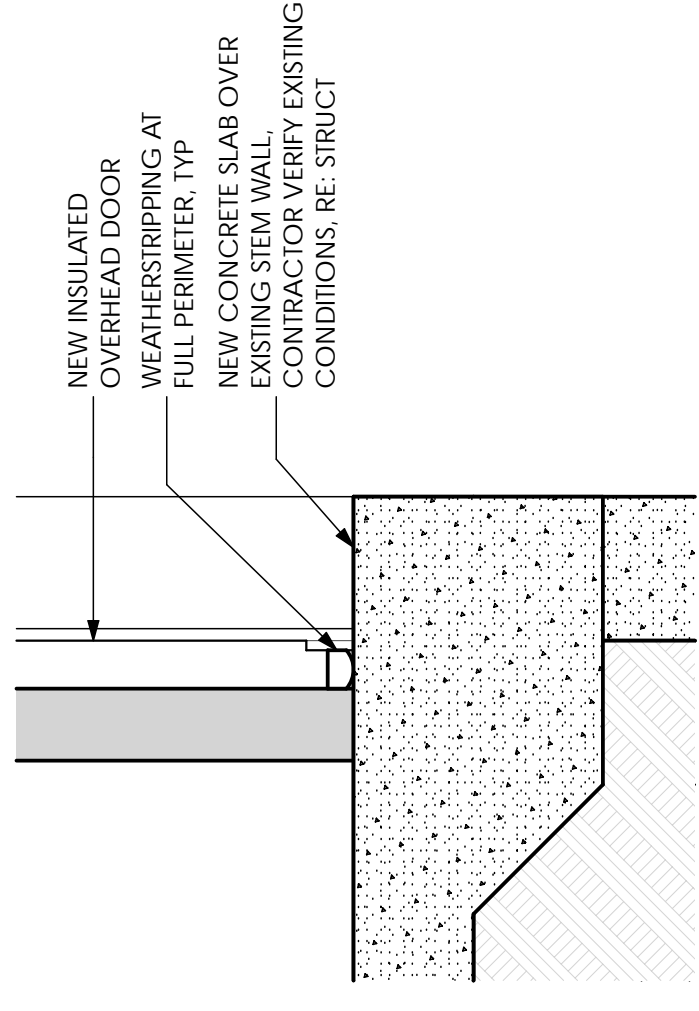
RCP KEYNOTES:
 1.

LIGHTING FIXTURE LEGEND	CEILING TYPE LEGEND
 2x4 SUSPENDED HIGH BAY LED LUMINAIRE	 GYPSUM BOARD PER ASSEMBLY TYPES
 1x4 SURFACE MOUNT LIGHTING FIXTURE	 INSULATED METAL PANEL COOLER ROOF SYSTEM
 SOLATUBE SKYLIGHT	 SUPPLY GRILLE, VERIFY LAYOUT WITH MECHANICAL
 SURFACE MOUNTED EXTERIOR LIGHTING FIXTURE	 RETURN GRILLE, VERIFY LAYOUT WITH MECHANICAL
	 C.H. - CEILING HEIGHT



OVERHEAD DOOR HEAD
SCALE: 1/12" = 1'-0"

OVERHEAD DOOR SILL (1)
SCALE: 1/12" = 1'-0"



WINDOW TYPES	
ID	W05
Nominal W x H Size	26'-0" x 26'-0"
MATERIAL	ALUMINUM - CLEAR ANODIZED
NOTES	
QUANTITY	3

WINDOW TYPES	
ID	W01
Nominal W x H Size	4'-0" x 4'-0"
MATERIAL	ALUMINUM - CLEAR ANODIZED
NOTES	
QUANTITY	1

WINDOW TYPES
SCALE: 1" = 1'-0"

RM #	ROOM NAME	FLOOR		WALLS			CEILING		NOTES
		FINISH	BASE	NORTH	EAST	SOUTH	WEST	TYPE	
101	WAREHOUSE	CONC-CS	-	IMP	IMP	IMP	IMP	IMP	-
102	COOLER	CONC-CS	-	IMP	IMP	IMP	IMP	IMP	-
103	RECEIVING	CONC-CS	-	IMP	IMP	IMP	IMP	IMP	-
104	ENTRY	CONC-CS	RB	GWB	GWB	GWB	GWB	GWB	8'-0"
105	SHIPPING OFFICE	CONC-CS	RB	GWB	GWB	GWB	GWB	GWB	8'-0"
106	RR	CONC-CS	RB	GWB	GWB	GWB	GWB	GWB	8'-0"
107	RR	CONC-CS	RB	GWB	GWB	GWB	GWB	GWB	8'-0"
108	UTIL.	CONC-CS	RB	GWB	GWB	GWB	GWB	GWB	8'-0"

FINISH SCHEDULE
SCALE: 1" = 1'-0"

FINISH MATERIAL LEGEND

FLOOR:	CONC - CS	CONCRETE - CLEAR SEALED
	CPT	CARPET
	SV	SHEET VINYL
	LVT	VINYL TILE
BASE:	RB	RUBBER BASE
	WB	WOOD BASE
WALLS:	P	PAINT
	IMP	INSULATED METAL PANELS
	WC	WALL COVERING
	CT	CERAMIC TILE
	MT	MOSAIC TILE
	ST	STONE TILE
MILLWORK:	PL	PLASTIC LAMINATE
	WV	WOOD VENEER
	SLDS	SOLID SURFACE
WOODWORK:	WT	WOOD TRIM
CEILING:	ACT	ACOUSTIC CEILING TILE
	GWB	GYPSUM CEILING

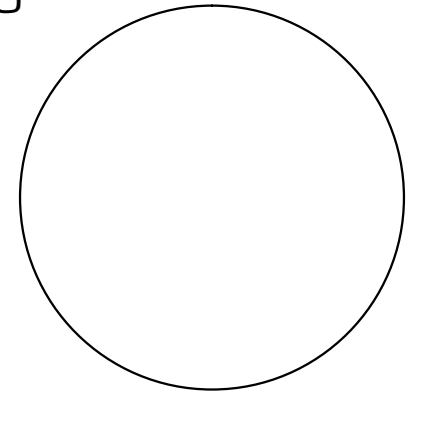
FINISH MATERIALS LEGEND
SCALE: 1/4" = 1'-0"

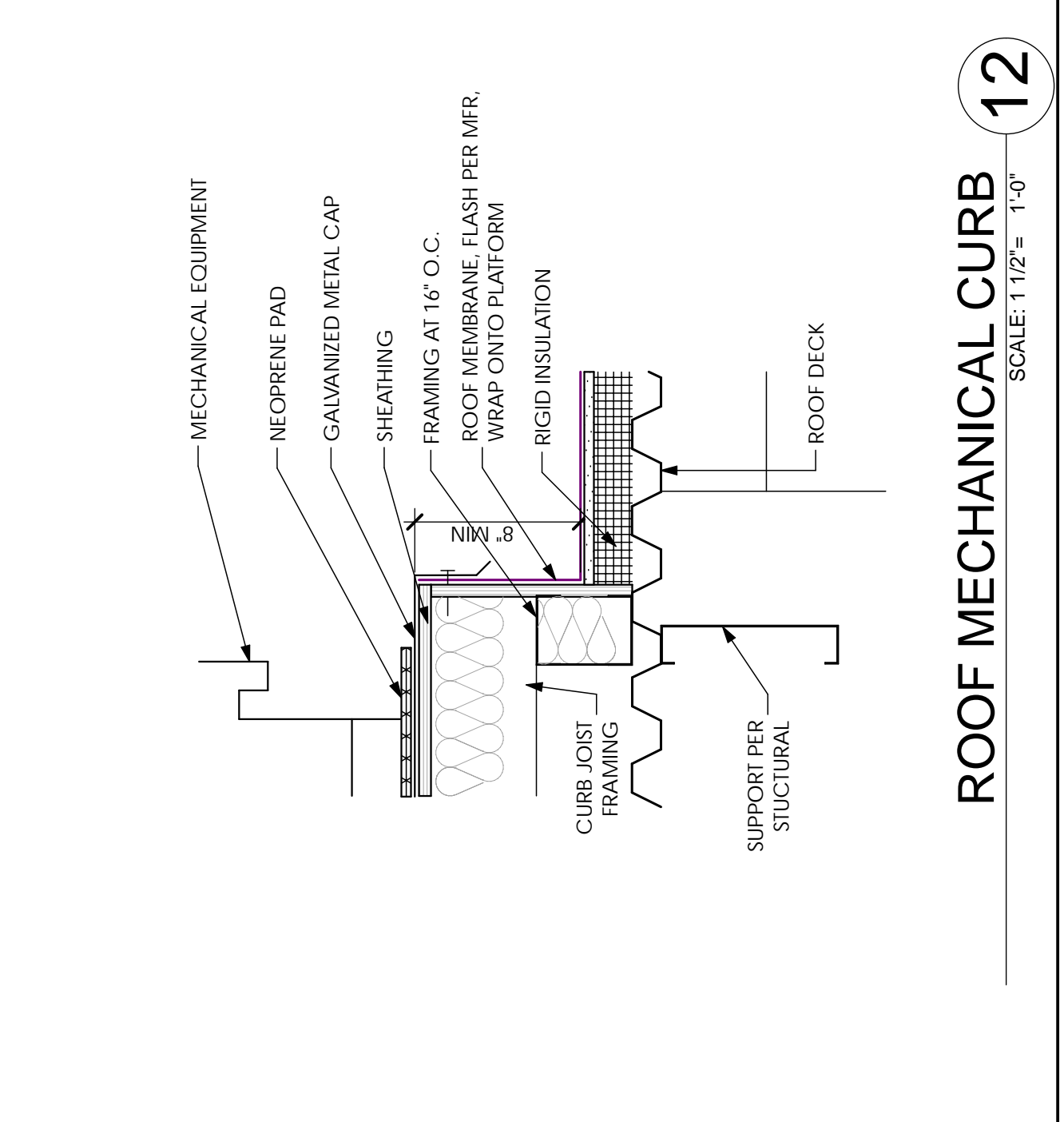
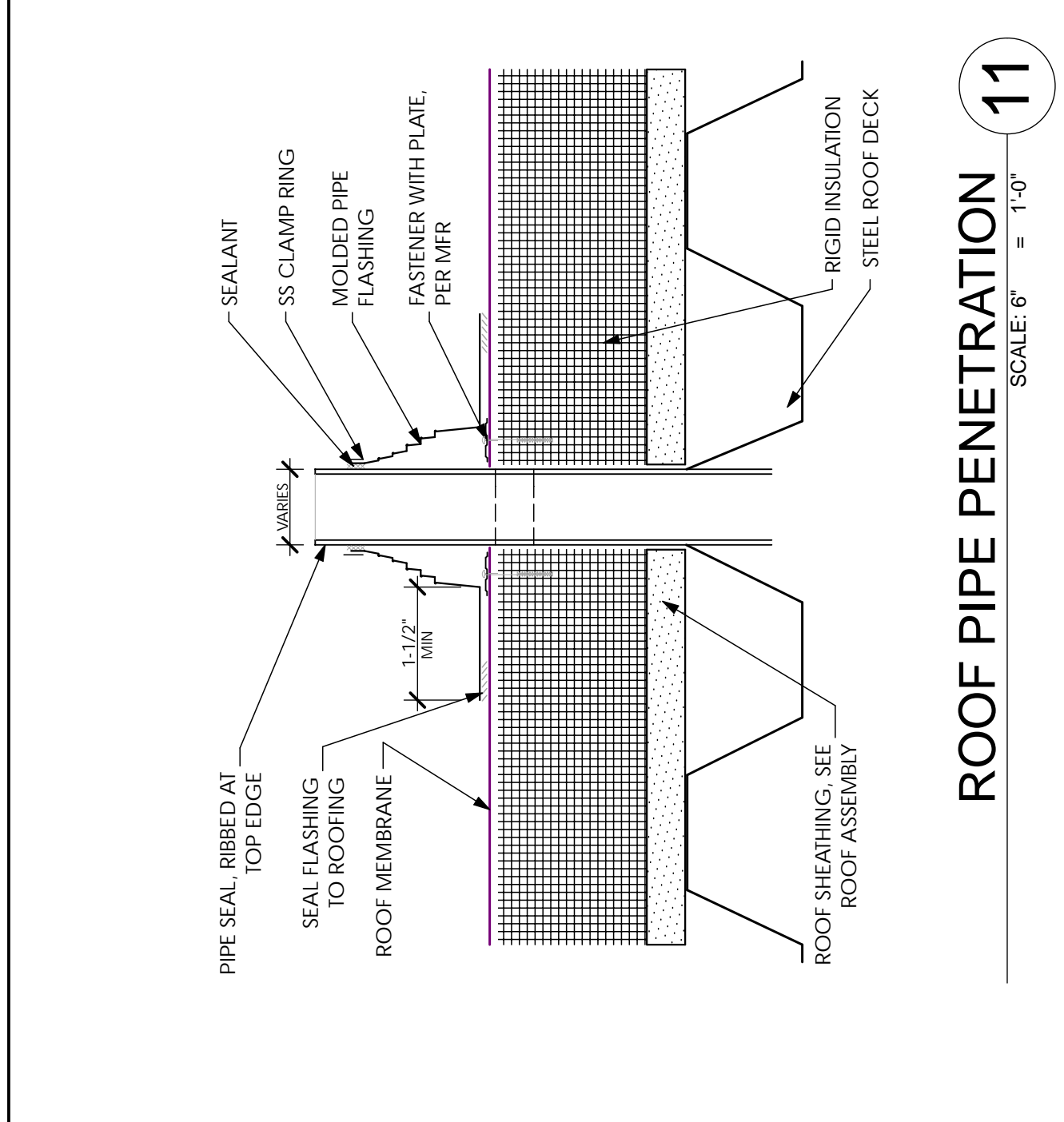
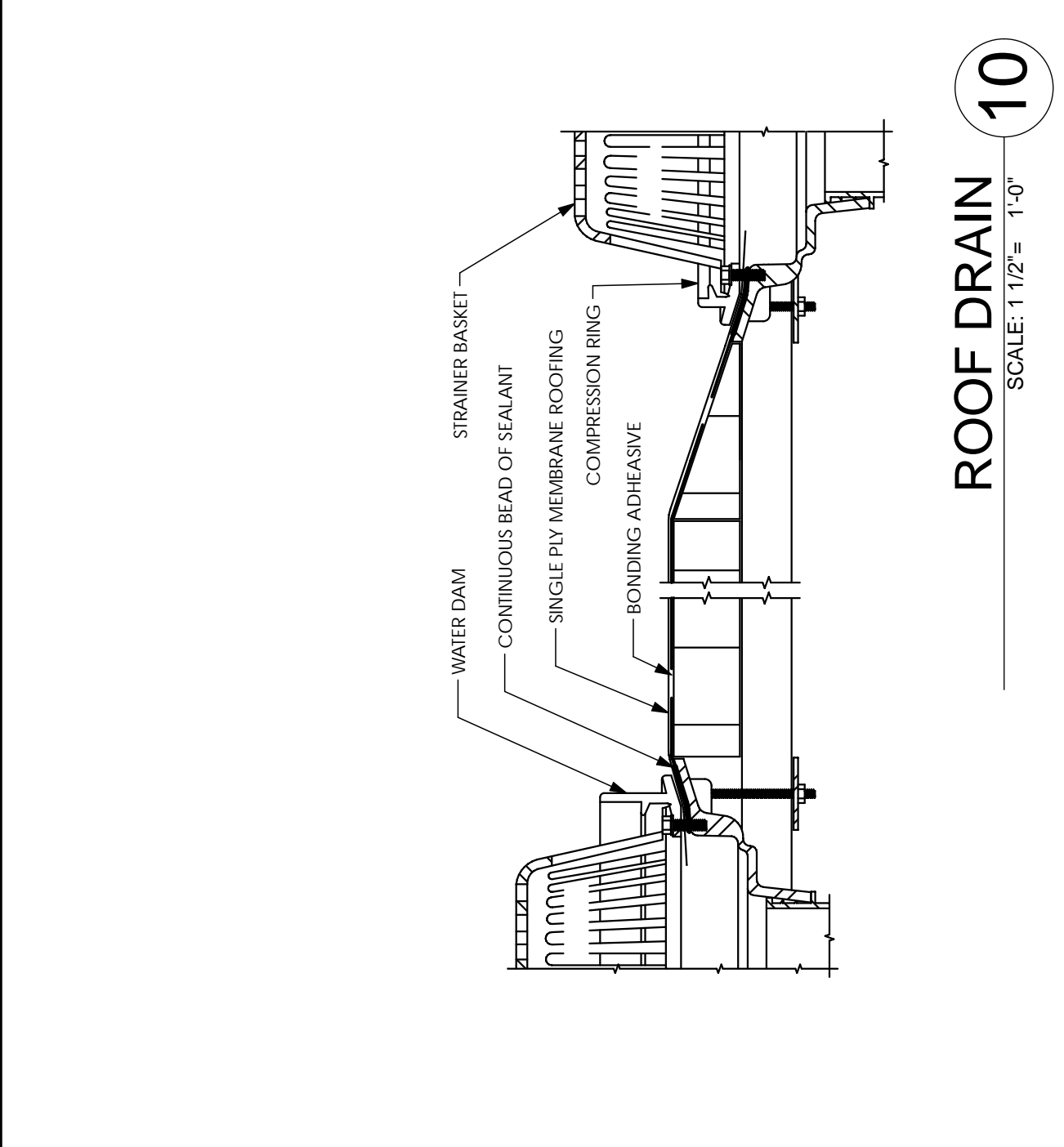
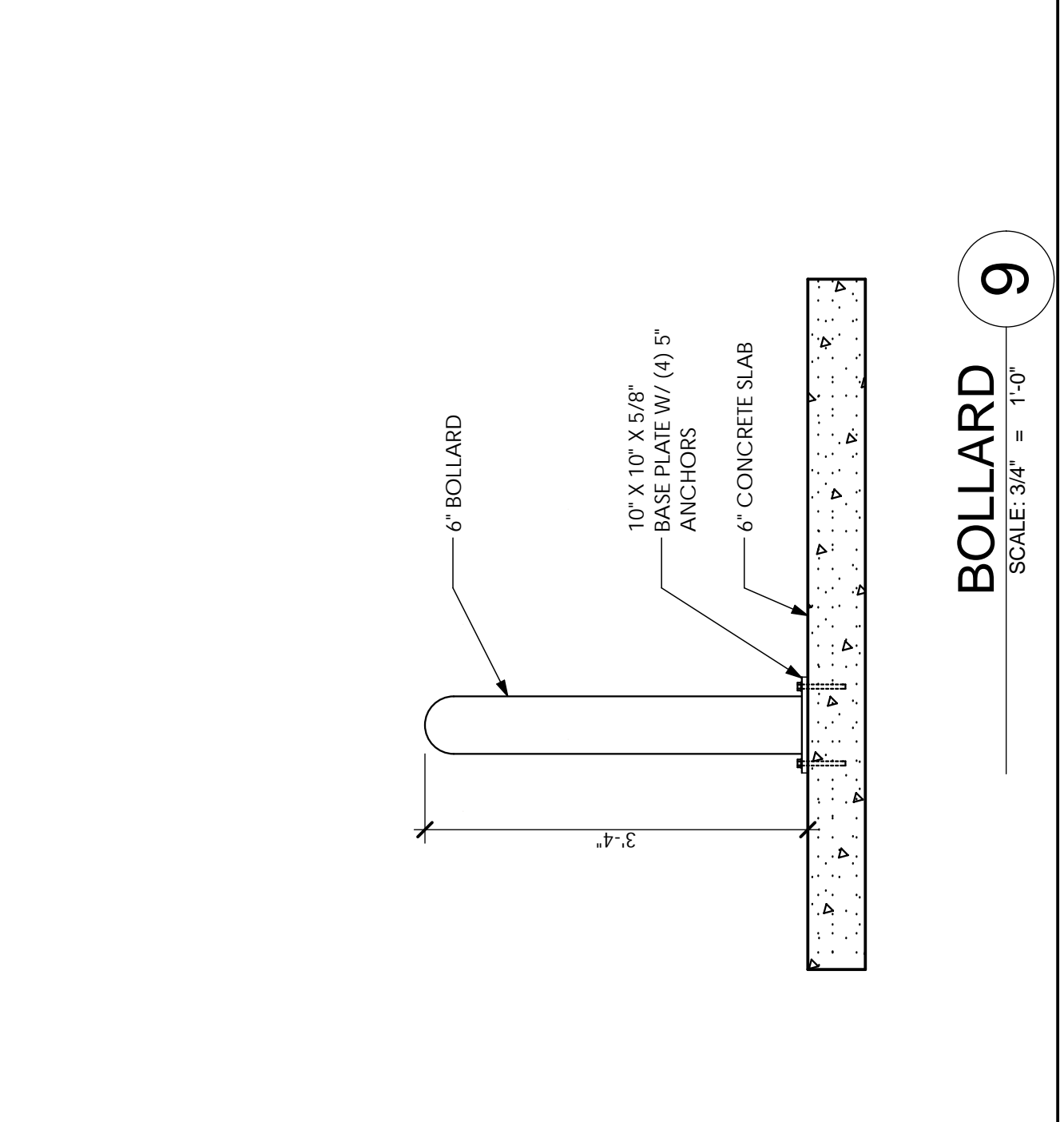
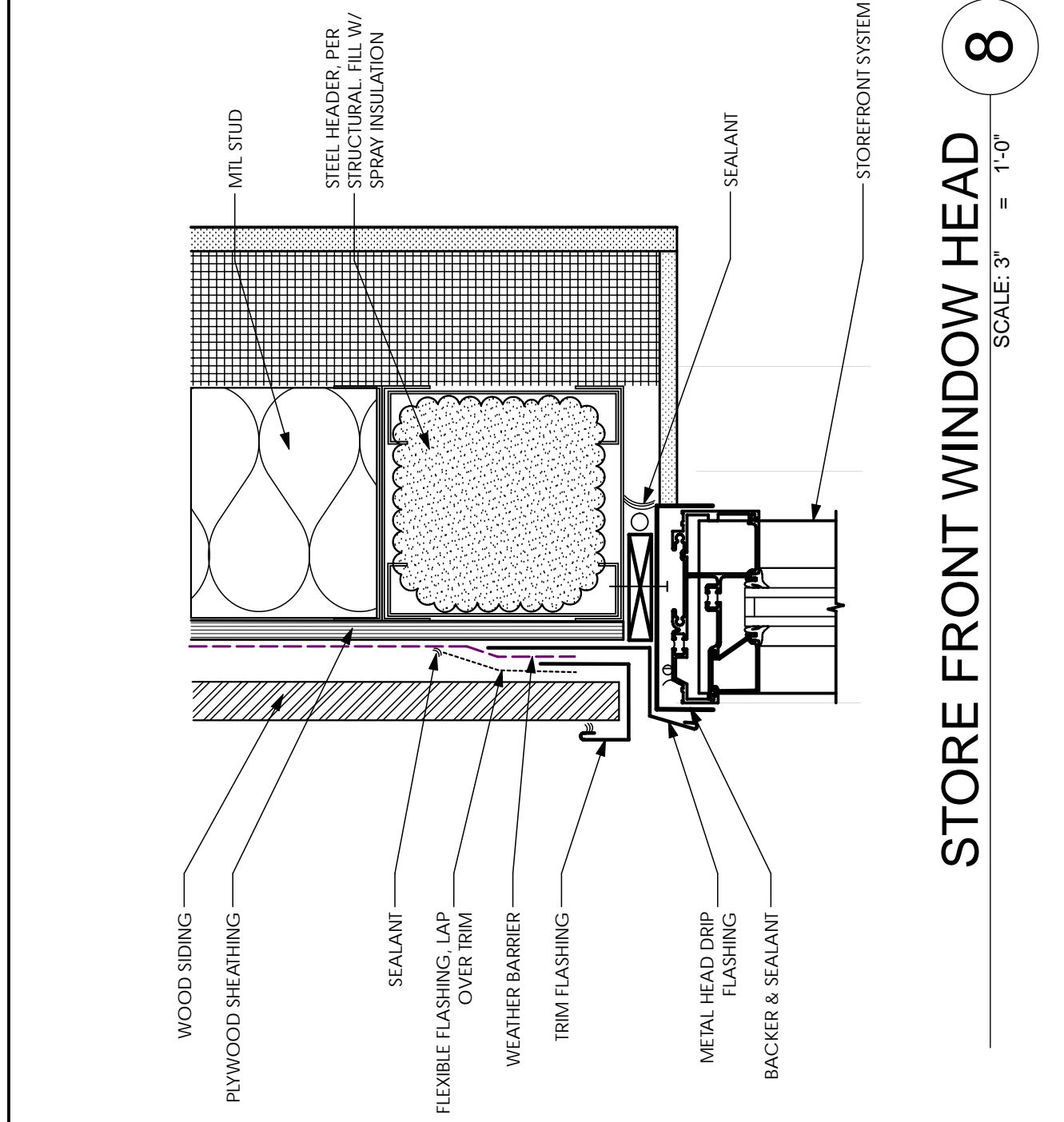
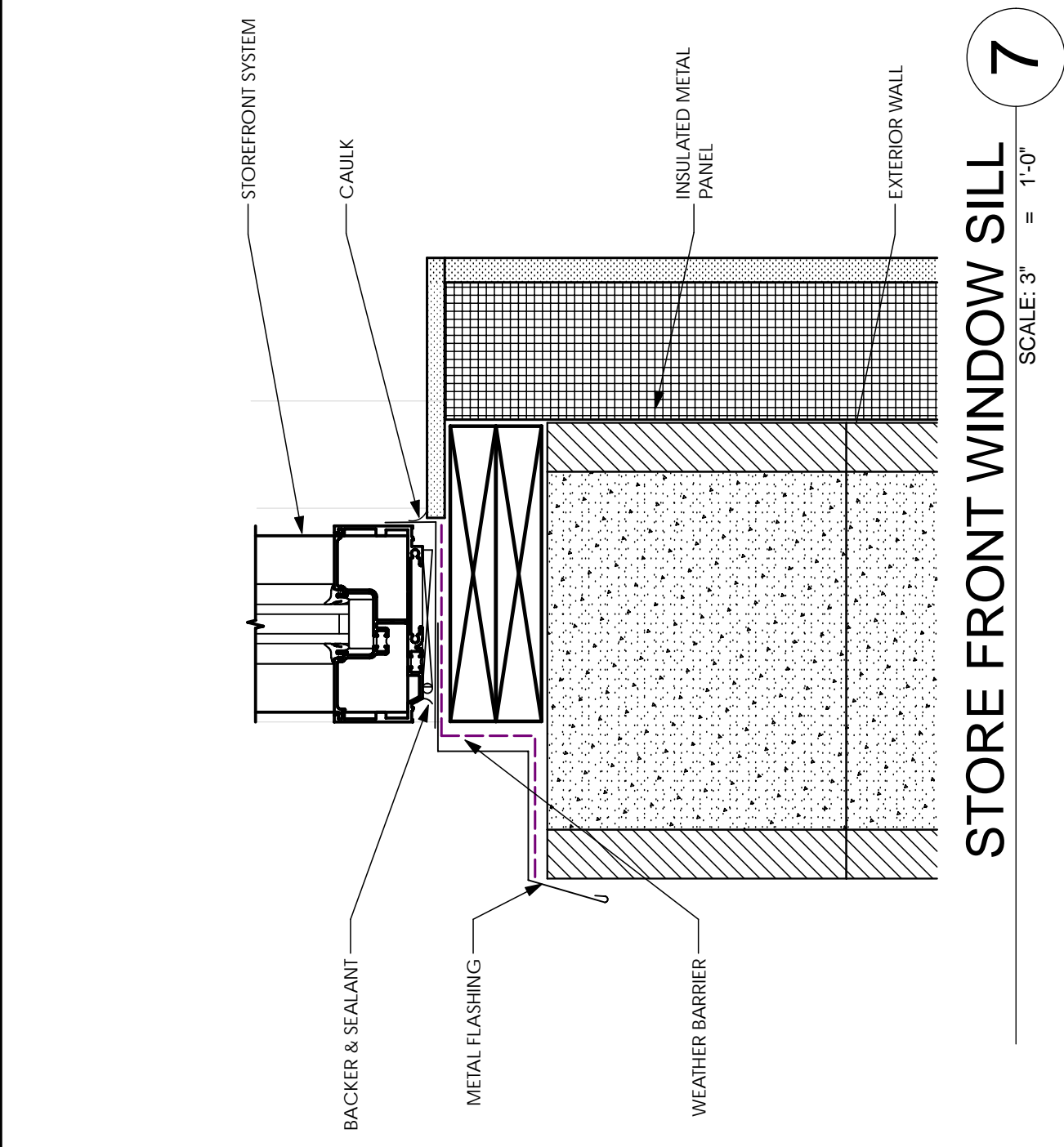
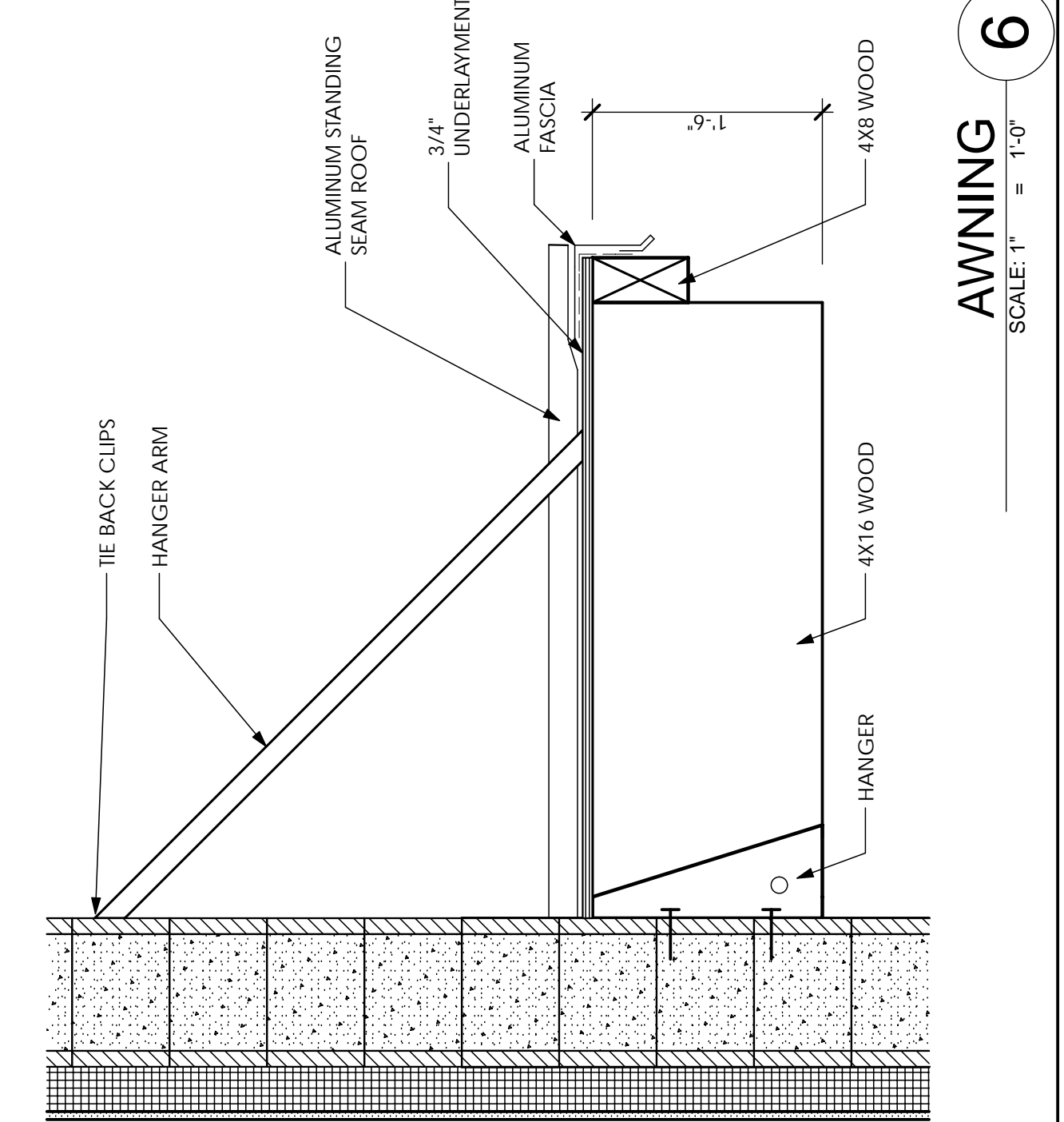
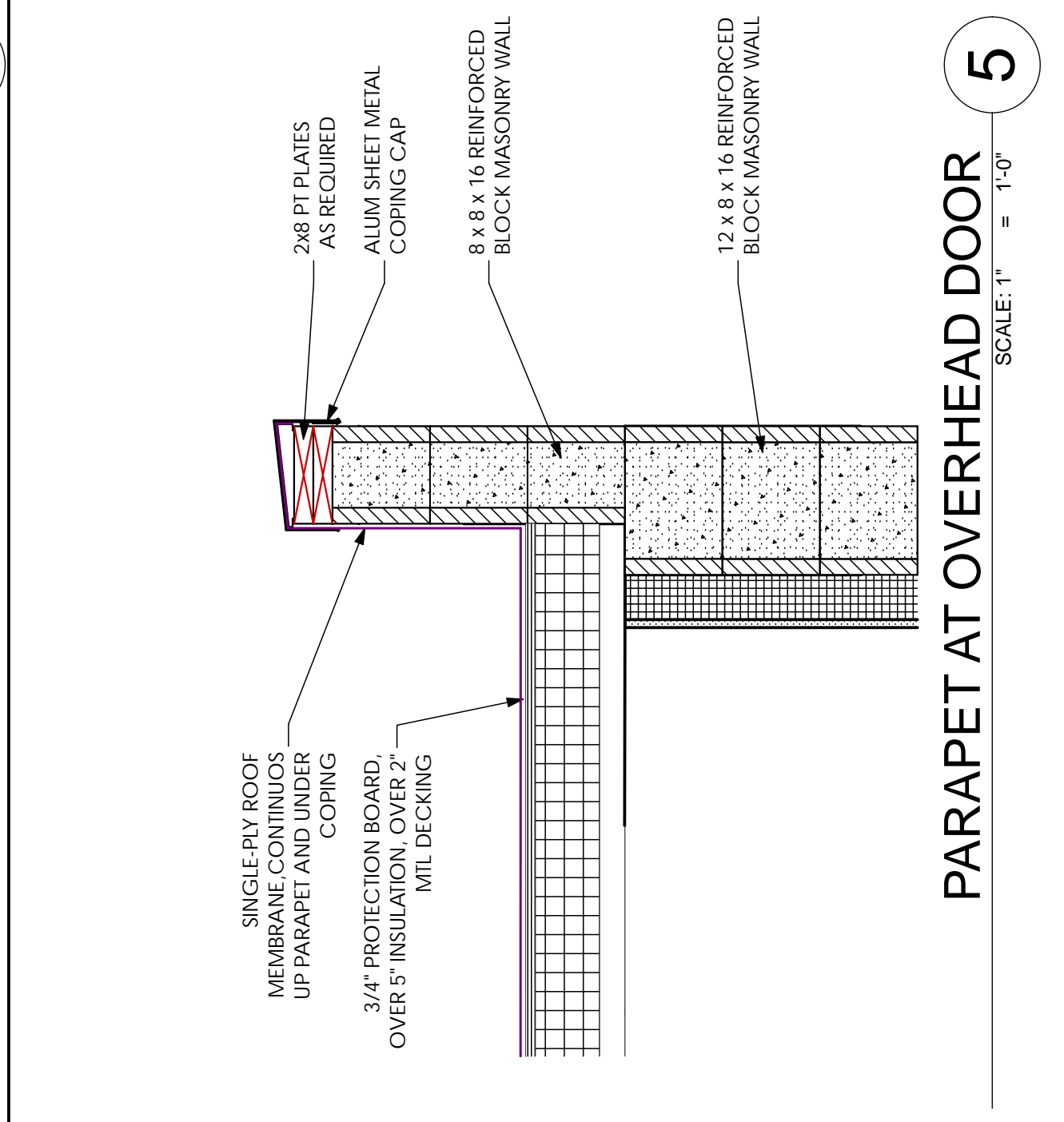
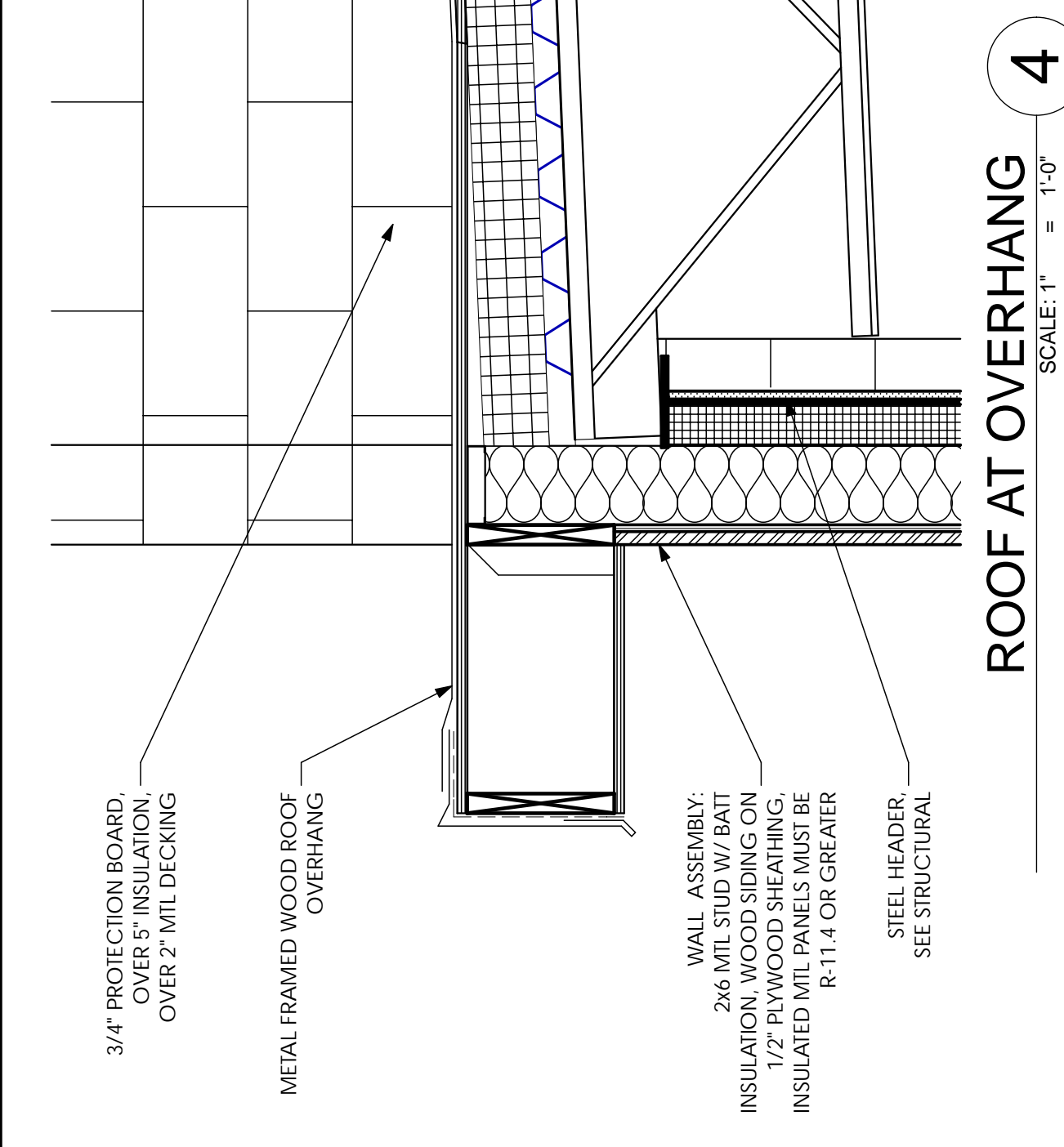
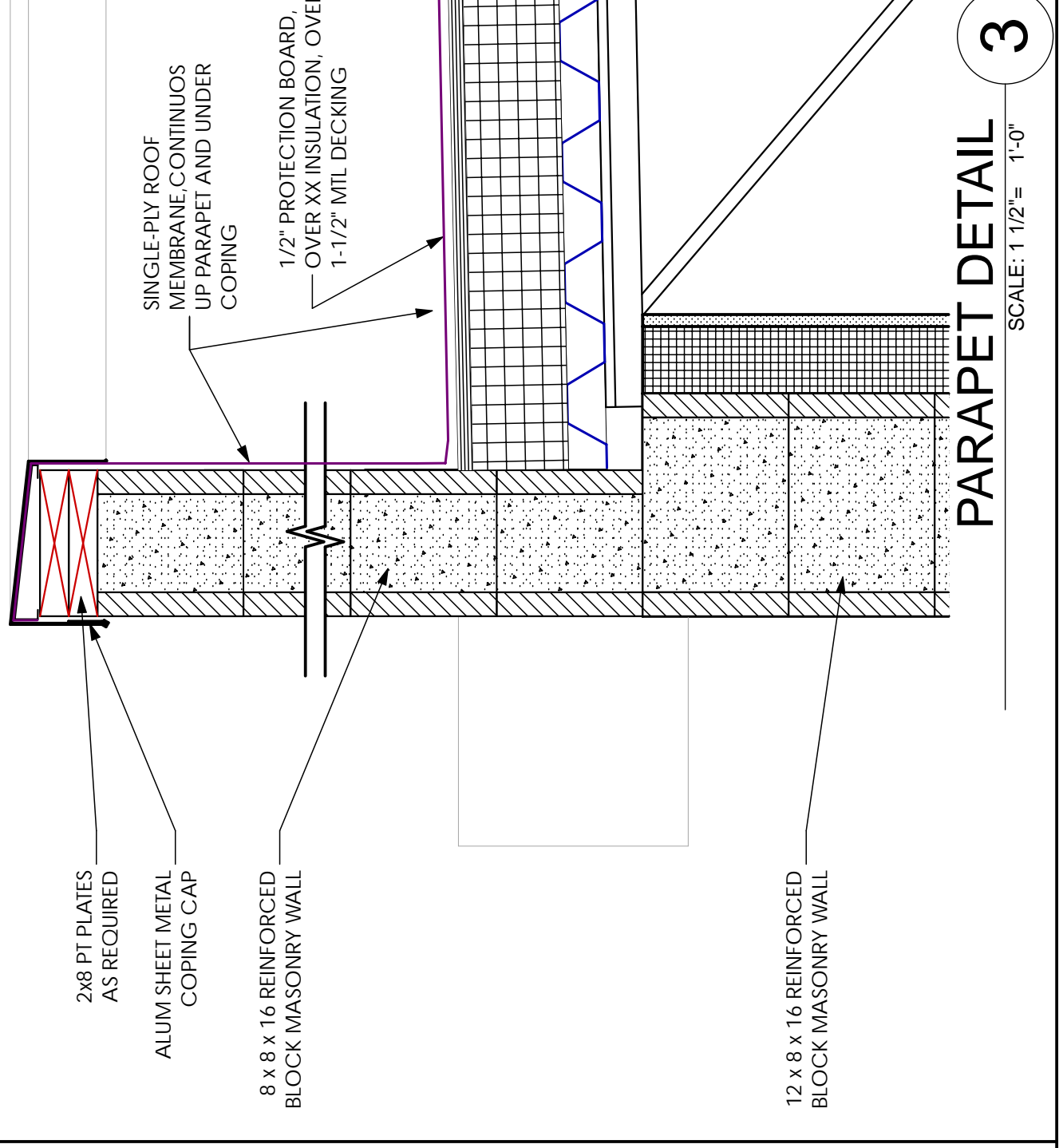
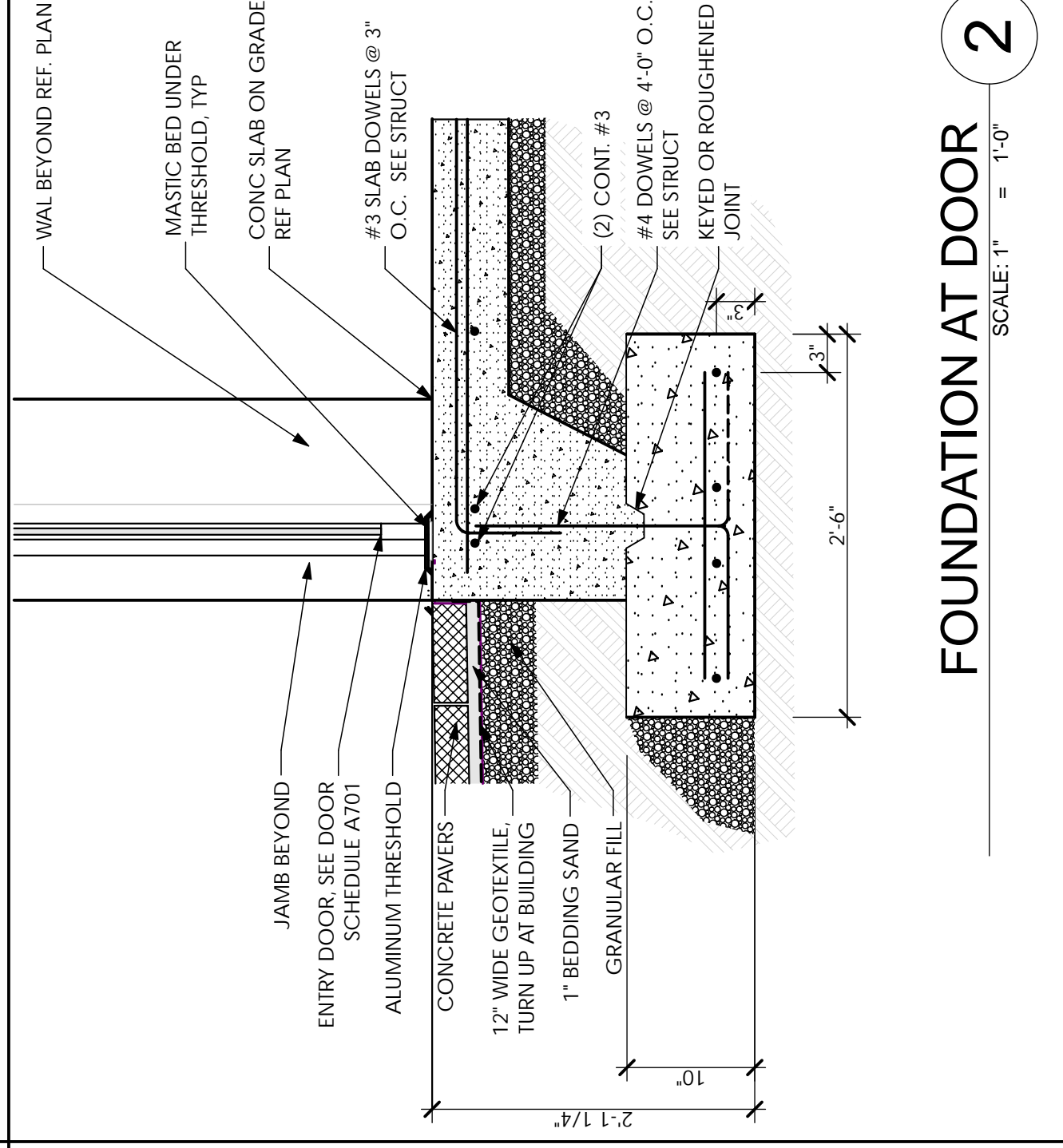
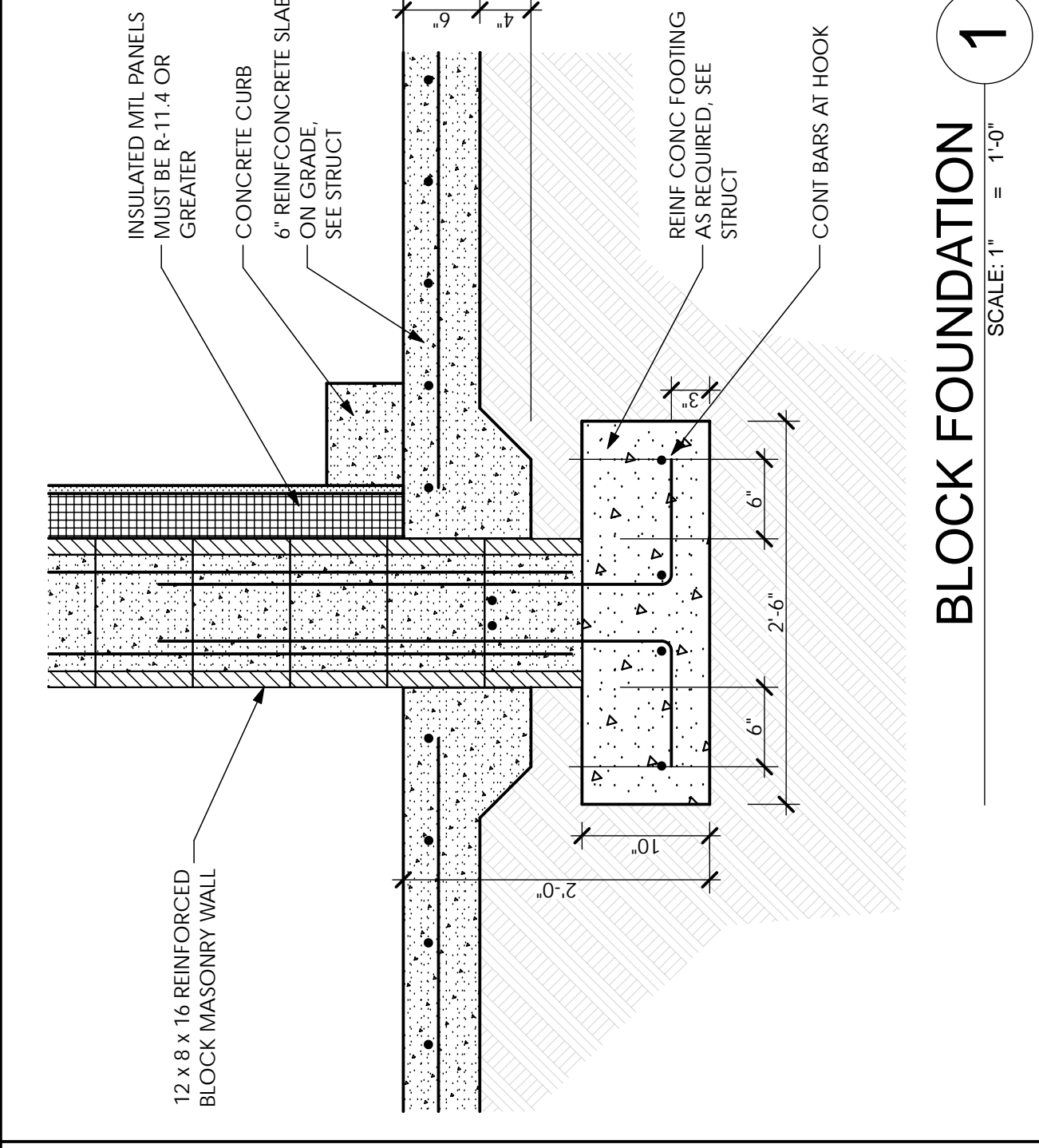
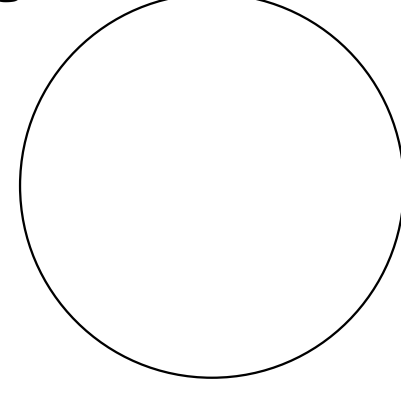
MARK	SIZE		MATERIAL	THICKNESS	FRAME					FIRE RATING	HARDWARE		NOTES	
	W	HT			EL	GLZ	MATERIAL	EL	GLZ		MATERIAL	EL		GLZ
001	3'-0"	7'-0"	0-1/16"	MTL	D									
002	3'-0"	7'-0"	0-1/16"	MTL	E									
003	3'-0"	7'-0"	0-1/16"	MTL	C									
004	3'-0"	7'-0"	0-1/16"	WD	C									
005	3'-0"	7'-0"	0-1/16"	WD	C									
006	3'-0"	7'-0"	0-1/16"	WD	C									
007	3'-0"	7'-0"	0-1/16"	WD	C									
008	9'-0"	10'-2"	0-1/16"	INSUL	B									
009	9'-0"	10'-2"	0-1/16"	INSUL	B									
010	9'-0"	10'-2"	0-1/16"	INSUL	B									
011	5'-0"	8'-0"	0-1/16"	POLY	A									

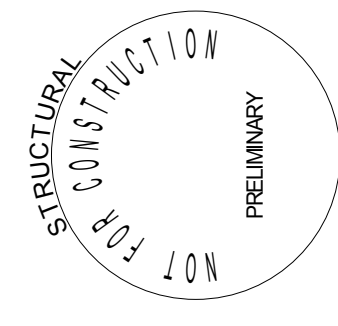
DOOR / FRAME SCHEDULE - NEW (NCS)
SCALE: 1" = 1'-0"

DOOR TYPES					
ELEVATION	A	B	C	D	E
FRONT ELEVATION					
NOTES	FASTRAY FR COLD STORAGE DOOR W/ STANDARD LIFT, POLYESTER & FABRIC				HOLLOW METAL
QUANTITY	1	3	4	2	1

DOOR TYPES
SCALE: 1" = 1'-0"







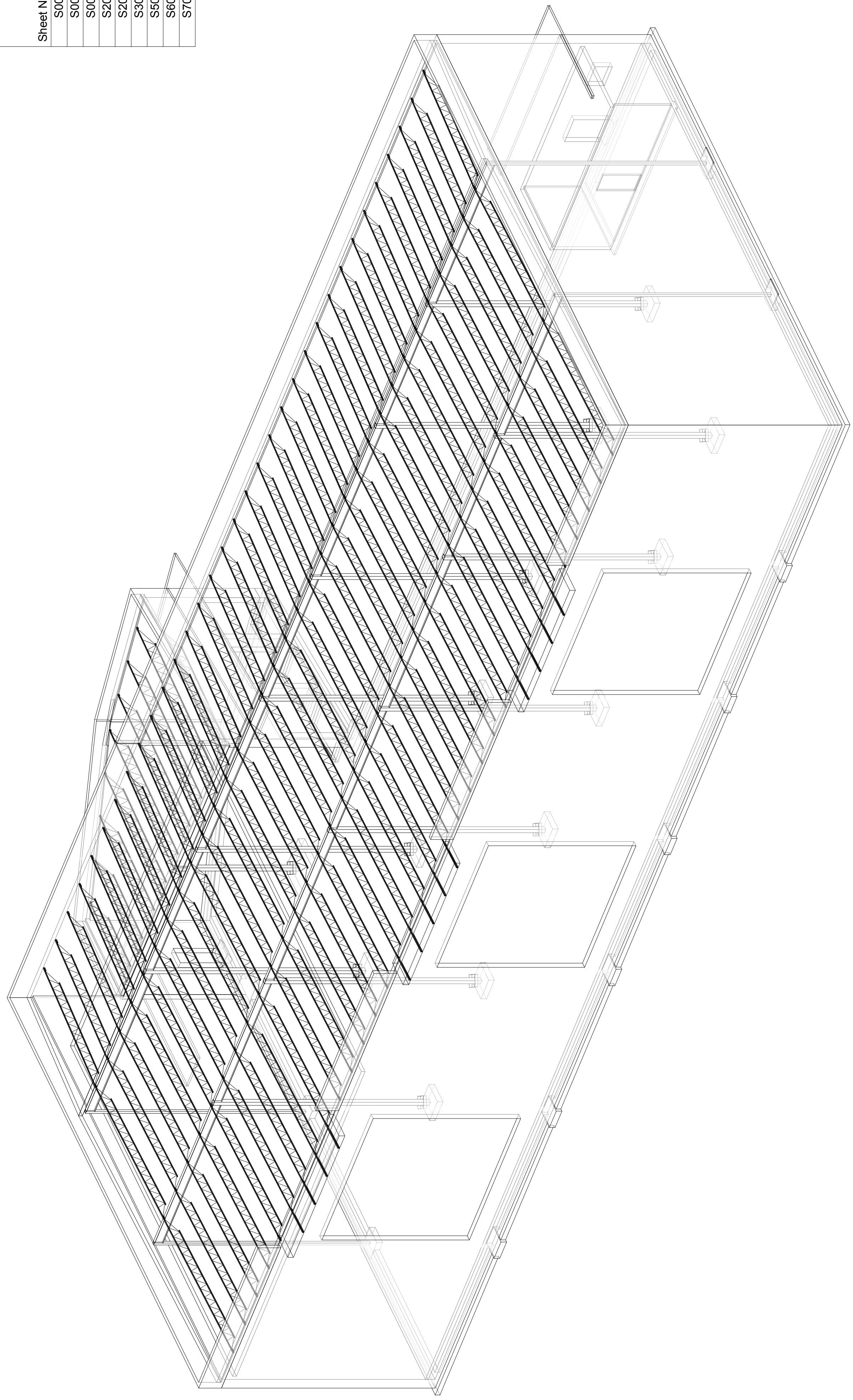
DESIGN DEVELOPMENT

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Sheet Number	Sheet Name
S000	STRUCTURAL COVER SHEET
S001	GENERAL STRUCTURAL NOTES
S002	SPECIAL INSPECTIONS
S201	FOUNDATION PLAN
S202	ROOF FRAMING PLAN
S301	CANOPY FRAMING PLANS
S501	FOUNDATION DETAILS
S601	CMU DETAILS
S701	ROOF FRAMING DETAILS

DRAWING INDEX LEGEND

- ISSUED
- DELETED
- REVISED
- ISSUED FOR REFERENCE ONLY



STRUCTURAL ABBREVIATIONS

@	At	Control Joint	ENGR	Engineer	HEX	Hexagonal	LNTL	Lintel	PCF	Pounds per Cubic Foot	SF	Square Foot	UNO	Unless Noted Otherwise
&	And	Centerline	EQ	Equal	HORIZ	Horizontal	LONG	Longitudinal	PERF	Perforate, Perforated, Performance	SL	Show Load	VERT	Vertical
'	Feet	Clear	EOR	Equipment	HSS	Hollow Structural Shape	LSL	Laminated Strand Lumber	PERM	Perimeter	SIM	Similar	VIF	Verify in Field
·	Inch	Clear	EOR	Equipment	HVAC	Heating, Ventilating, Air Conditioning	LT WT	Laminated Veneer Lumber	PERP	Perpendicular	SOG	Slab on Grade	W/	With
#	Number, Pound	Concrete Masonry Unit	EW	Each Way	HT	Height	LVL	Laminated Veneer Lumber	PL	Plate	SPEC	Specification, Specifications	W/O	Without
(E)	Existing	Column	EXT	Exterior	IBC	International Building Code	MANUF	Manufacturer, Manufactured	PLF	Pounds per Lineal Foot	STD	Standard	WD	Wood
(N)	New	Concrete	F TO F	Face to Face	IN	Inch	MAX	Maximum	PLWD	Plywood	STIFF	Stiffener	WF	Wide Flange (Structural Steel)
AB	Anchor Bolt	Connection	FAB	Fabricate	INFO	Information	MECH	Mechanical Bolt	PREFAB	Prefabricated	STL	Steel	WT	Weight
ACI	American Concrete Institute	Continuous	FDN	Foundation	INSP	Inspect, Inspection	MEZZ	Mezzanine	PSF	Pounds per Square Foot	STRUCT	Structural	WVF	Welded Wire Fabric
ADD	Addendum, Addition	Concrete	FT	Foot, Feet	INSUL	Insulation	MEZZ	Mezzanine	PSL	Pounds per Square Inch	T&B	Top and Bottom	WVF	Welded Wire Fabric
ALT	Alternate	Deformed Bar Anchor	FTG	Foot, Feet	INT	Interior	MIN	Minimum	PT	Post-Tensioned, Preservative-Treated	T&G	Tongue and Groove		
APPROX	Approximate	Double	FTG	Foot, Feet	JST	Joist	MISC	Miscellaneous	QTY	Quantity	TAN	Tangent		
ARCH	Architect, Architectural	Detail	GA	Gauge	K	Kilopound (1000 pounds)	MTL	Metal	REF	Refer, Reference	THK	Thick, Thickness		
ASTM	American Society for Testing and Materials	Doug Fir (Douglas Fir)	GALV	Galvanized	KIP	Kilopound (1000 pounds)	N	North	REF	Refer, Reference	THRO	Threaded		
AVG	Average	Diameter	GC	General Contractor	KIP	Kilopound (1000 pounds)	NO	Number	REIN	Reinforce, Reinforcement	TOB	Top of Beam		
AWS	American Welding Society	Diagonal	GEN	General	L	Angle, Left, Length	NOM	Nominal	REQD	Required	TOF	Top of Footing		
BEV	Bevel	Diaphragm	GL	Glulam (Glue-Laminated Beam)	L	Angle, Left, Length	NTS	Not To Scale	REV	Revision	TOJ	Top of Joist		
BLDG	Building	Dimension	GR	Grade	LAM	Laminate, Laminated	OC	On Center	SCHED	Schedule	TOL	Tolerance		
BLKG	Blocking	Dead Load	GYP	Gypsum	LAT	Lateral	OPP	Opposite	SECT	Section	TRANS	Transverse		
BOT	Bottom	Drawing	GYP BD	Gypsum Board	LAT	Lateral	OWSJ	Open Web Steel Joist	SHTH	Sheathing	TYP	Typical		
BRDG	Bridge, Bridging	DWGS	HAS	Headed Anchor Stud	LB	Pound	PAF	Powder Actuated Fasteners	SIMP	Simpson Strong-Tie				
BRG	Bearing	DWL	HDD	Headed	LL	Long Leg Vertical								
		EA	HDR	Header	LLV	Long Leg Vertical								
		ENGR	HDR	Header	LL	Live Load								

SPECIAL INSPECTIONS

- SPECIAL INSPECTORS:**
 1. A QUALIFIED SPECIAL INSPECTOR IS TO BE CONTRACTED BY THE OWNER PER IBC CHAPTER 17 REQUIREMENTS, AND ALL LOCAL ORDINANCES.
 2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL INSPECTIONS WITH THE SPECIAL INSPECTOR IN A TIMELY MANNER PRIOR TO ALL WORK REQUIRING SPECIAL INSPECTION.
 3. ALL SPECIAL INSPECTORS SHALL BE CERTIFIED TO PERFORM THE NECESSARY INSPECTIONS ON THE MATERIALS AND OPERATIONS INDICATED PER IBC, ACI, AWS OR OTHER APPROVED GOVERNING INSTITUTION STANDARDS.

SPECIAL INSPECTION: STEEL

VERIFICATION AND INSPECTION	INSPECTION			REMARKS
	IBC CODE REFERENCE	CODE OR STANDARD REFERENCE ^a	FREQUENCY OF INSPECTION CONTINUOUS PERIODIC	
1. MATERIAL VERIFICATION OF HIGH-STRENGTH BOLTS, NUTS AND WASHERS:				
A. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS	-	APPLICABLE ASTM MATERIAL SPECIFICATIONS; AISC 360, SECTION A3.3	- X	
B. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED	-	-	- X	
2. INSPECTION OF HIGH-STRENGTH BOLTING:				
A. SNUG-TIGHT JOINTS			- X	
B. PRETENSIONED AND SLIP-CRITICAL JOINTS USING TURN-OF-NUT WITH MATCH-MARKING, TWIST-OFF BOLT OR DIRECT TENSION INDICATOR METHODS OF INSTALLATION		AISC 360, SECTION N6.6	- X	
C. PRETENSIONED AND SLIP-CRITICAL JOINTS USING TURN-OF-NUT WITHOUT MATCH-MARKING OR CALIBRATED WRENCH METHODS OF INSTALLATION			- X	
3. MATERIAL VERIFICATION OF STRUCTURAL STEEL AND COLD FORMED STEEL DECK:				
A. FOR STRUCTURAL STEEL, IDENTIFICATION MARKINGS TO CONFORM TO AISC 360.	-	AISC 360, SECTION M6.5	- X	
B. FOR OTHER STEEL IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS			- X	
C. MANUFACTURER'S CERTIFIED TEST REPORTS.			- X	
4. MATERIAL VERIFICATION OF WELD FILLER MATERIALS:				
A. IDENTIFICATION MARKINGS TO CONFORM TO AWS STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS		AISC 360, SECTION A3.5 & APPLICABLE AWS A5 DOCUMENTS	- X	
B. MANUFACTURER'S CERTIFICATE OF COMPLIANCE REQUIRED			- X	
5. INSPECTION OF WELDING:				
A. STRUCTURAL STEEL:				
1. COMPLETE AND PARTIAL PENETRATION GROOVE WELDS:			X -	
2. MULTIPASS FILLET WELDS:	1706.2	AWS D1.1 AISC 360 SECTION N5	X -	
3. SINGLE PASS FILLET WELDS > 5/16"			X -	
4. SINGLE PASS FILLET WELDS < 5/16"			- X	
5. FLOOR AND ROOF DECK WELDS:		AWS D1.3	- X	

SPECIAL INSPECTION: CONCRETE

VERIFICATION AND INSPECTION	IBC CODE REFERENCE	CODE OR STANDARD REFERENCE ^a	INSPECTION		REMARKS
			FREQUENCY OF INSPECTION CONTINUOUS PERIODIC		
1. INSPECTION OF REINFORCING STEEL AND PLACEMENT	1910.4	ACI 318: 3.5, 7.1-7.7	-	X	
2. INSPECT ANCHORS TO BE INSTALLED IN CONCRETE PRIOR TO CASTING. VERIFY THAT ALL ANCHORS ARE CORRECTLY PLACED AND THAT LOADS HAVE BEEN ALLOWABLE WHERE STRENGTH DESIGN IS USED.	1908.5, 1909.1	ACI 318: 8.1.3, 3.3.2	-	X	
3. INSPECTION OF ANCHORS INSTALLED IN HARDENED CONCRETE.	1909.1	ACI 318: 3.8.6, 8.1.3, 21.1.8	-	X	
4. VERIFYING USE OF REQUIRED DESIGN MIX.	1910.10	ACI 318: CH 4, 5.2-5.4	-	X	
5. AT THE TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	1913.10	ASTM C 172 ASTM C 91 ACI 318: 5.6, 5.8	X	-	
6. INSPECTION OF CONCRETE PLACEMENT PROCEDURES AND APPLICATION TECHNIQUES.	1910.6, 1910.7, 1910.8	ACI 318: 5.9, 5.10	X	-	
7. INSPECTION FOR MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	1910.9	ACI 318: 5.11-5.13	-	X	
8. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	-	ACI 318: 6.1.1	-	X	

^a WHERE APPLICABLE, SEE ALSO SECTION 1707.1, SPECIAL INSPECTION FOR SEISMIC RESISTANCE.

SPECIAL INSPECTION: MASONRY

VERIFICATION AND INSPECTION	IBC CODE REFERENCE	TMS 402/ACI 530.1 / ASCE 5 ₅	TMS 602/ACI 530.1 / ASCE 6 ₆	INSPECTION	
				CONTINUOUS	PERIODIC
1. COMPLIANCE WITH REQUIRED CONSTRUCTION PROVISIONS AND THE APPROVED SUBMITTALS SHALL BE VERIFIED	-	-	Art. 1.5	-	X
2. VERIFICATION OF f_m AND f_{sp} PRIOR TO CONSTRUCTION EXCEPT WHERE SPECIFICALLY EXEMPTED BY THIS CODE.	-	-	Art. 1.4B	-	X
3. VERIFICATION OF SLUMP FLOW AND VSI AS DELIVERED TO THE SITE FOR SELF-CONSOLIDATING GROUT.	-	-	Art. 1.5b.1.b.3	X	-
4. AS MASONRY CONSTRUCTION BEGINS, THE FOLLOWING SHALL BE VERIFIED TO ENSURE COMPLIANCE:					
A. PROPORTIONS OF SITE-PREPARED MORTAR	-	-	Art. 2.6A	-	X
B. CONSTRUCTION OF MORTAR JOINTS	-	-	Art. 3.3B	-	X
5. DURING CONSTRUCTION THE INSPECTION PROGRAM SHALL VERIFY:					
A. SIZE AND LOCATION OF STRUCTURAL ELEMENTS	-	-	Art. 3.3F	-	X
B. TYPE, SIZE AND LOCATION OF ANCHORS, INCLUDING OTHER DETAILS OF ANCHORAGE OF MEMBERS, FRAMES OR OTHER CONSTRUCTION	-	Sec. 1.2.2(e), 1.16.1	-	-	X
C. SPECIFIED SIZE, GRADE AND TYPE OF REINFORCEMENT, ANCHOR BOLTS	-	Sec. 1.16	Art. 2.4, 3.4	-	X
D. PREPARATION, CONSTRUCTION, AND PROTECTION OF MASONRY DURING COLD WEATHER (TEMPERATURE BELOW 40°F OR HOT WEATHER (TEMPERATURE BELOW 90°F))	Sec. 2104.3, 2104.4	-	Art. 1.8C, 1.8D	-	X
6. PRIOR TO GROUTING, THE FOLLOWING SHALL BE VERIFIED TO ENSURE COMPLIANCE:					
A. GROUT SPACE IS CLEAN	-	-	Art. 3.2D	-	X
B. PLACEMENT OF REINFORCEMENT AND CONNECTORS	-	Sec. 1.13	Art. 3.4	-	X
C. CONSTRUCTION OF MORTAR JOINTS	-	-	Art. 3.3B	-	X
7. GROUT PLACEMENT SHALL BE VERIFIED TO ENSURE COMPLIANCE	X	-	Art. 3.5	X	-
8. PREPARATION OF ANY REQUIRED GROUT SPECIMENS, MORTAR SPECIMENS AND/OR PRISMS SHALL BE OBSERVED	-	-	Art. 1.4	-	X

^a THE SPECIFIC STANDARDS REFERENCED ARE THOSE LISTED IN CHAPTER 35

SPECIAL INSPECTION: POST-INSTALLED ANCHORS

VERIFICATION AND INSPECTION	IBC CODE REFERENCE	CODE OR STANDARD REFERENCE	INSPECTION		REMARKS
			CONTINUOUS	PERIODIC	
INSTALLATION IN HARDENED CONCRETE AND COMPLETED MASONRY.	1703.4.2, 1705.1.1, 1909.1	ICC EVALUATION REPORT	X	-	SPECIAL INSPECTIONS APPLY TO ANCHOR AND PROTECTIVE HOLES. DIMENSIONS, COMPLIANCE WITH DRILL BIT REQUIREMENTS, CLEANLINESS OF THE HOLE AND PROTECTIVE ANCHOR/ADHESIVE INSTALLATION, ANCHOR EMBEDMENT, AND TIGHTENING TORQUE.

Date: 5/20/15
 Job: 15-B108

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN MEASURED TO THE NEAREST 1/16" USING ALL LABELED SCALES. CONTRACTOR SHALL VERIFY DIMENSIONS AND REPORT TO ARCHITECT.

STEMMACH DESIGN & ARCHITECTURE

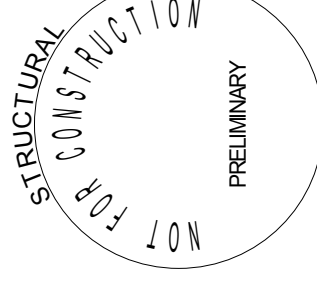
SDCS

ACTION ITEMS

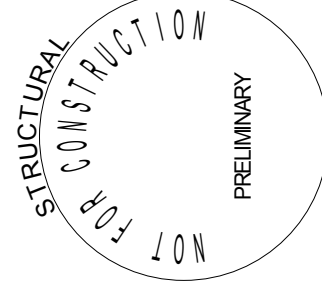
STEMMACH
 DESIGN & ARCHITECTURE

919 NW Bond #214 - Bend, OR 97701
 t 541.647.5661 - f 541.749.2464
 www.stemmachdesign.com

DESIGN DEVELOPMENT



TURTLE ISLAND FOODS
 ANCHOR WAY HOOD RIVER, OR 97031
 SPECIAL INSPECTIONS



Foundation Legend

- INDICATES FOOTING TYPE. REF S201 FOR SCHEDULE.
- INDICATES STEP IN ELEVATION.
- INDICATES COLUMN STARTING AT THIS LEVEL. REF XXXX AND XXXX FOR BASE CONNECTION.
- INDICATES CMU WALL TYPE. REF S201 FOR SCHEDULE.

Foundation Plan Notes

- A VERIFY ALL DIMENSIONS WITH THE ARCHITECTURAL DRAWINGS. DETAILS ON THESE PLANS ARE INTENDED TO DEPICT THE GENERAL CONSTRUCTION METHOD FOR THIS STRUCTURE. CONNECTIONS, DETAILS AND CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE ASSUMED TO BE THE SAME AS SHOWN ON THE ARCHITECTURAL DRAWINGS. IF ANY QUESTIONS ARISE REGARDING THE APPLICATION OF DETAILS ARE ENCOUNTERED, NOTIFY THE ARCHITECT AND STRUCTURAL ENGINEER OF RECORD FOR CLARIFICATION IN A TIMELY MANNER PRIOR TO BID OPENING.
- B THE CONTRACTOR IS TO LAYOUT CONCRETE SLAB CONTROL JOINTS PER THE CRITERIA IN THE STRUCTURAL NOTES AND SCHEDULE. ALL STRUCTURAL CONTROL JOINTS SHALL BE ARCHITECT AND STRUCTURAL ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
- C PREPARATION OF THE BUILDINGS SUBGRADE BENEATH THE BUILDINGS CONCRETE SLAB-ON-GRADE AND ALL PAD AND CONTINUOUS FOOTINGS SHALL BE IN ACCORDANCE WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT BY XXXX, AND SHALL BE REVIEWED AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO POURING CONCRETE.
- D VERIFY SIZE AND LOCATION OF ALL MECHANICAL AND WALL PENETRATIONS.
- E REF ARCHITECTURAL FOR ALL EDGE OF SLAB DIMENSIONS.

CMU WALL SCHEDULE

MARK	SIZE	GROUTED CELLS	VERT REINF	HORIZ REINF	END REINF	END COND	COMMENTS
1	12"	SOLID	(2) #5 @ 48" OC	(2) #5 @ 48" OC	N/A	N/A	N/A
2	12"	SOLID	(2) #7 @ 16" OC	(2) #5 @ 48" OC	N/A	N/A	N/A

- NOTES:
1. AT LOCATIONS WITH PILASTERS AT THE END OF THE SHEAR WALL, THE LARGER OF PILASTER AND END REINFORCEMENT SHALL CONTROL AS THE END REINFORCEMENT.
 2. AT CORNERS OF INTERSECTING WALLS, THE LARGER REINFORCEMENT SHALL GOVERN.
 3. FOR A TYPICAL SHEAR WALL REINFORCEMENT LAYOUT, SEE DETAIL XX AND XX.
 4. SHEAR WALL END REINFORCEMENT SHALL BE ADDITIONAL TO JAMB REINFORCEMENT WHERE APPLICABLE.
 5. UNLESS OTHERWISE NOTED IN THE ABOVE SCHEDULE OR DETAILS, MASONRY WALLS SHALL BE REINFORCED AS FOLLOWS:
6" NOMINAL WALL THICKNESS:
#4 @ 24" OC VERTICAL AT CENTER OF GROUTED CELLS
(1) #4 @ 48" OC MAX IN HORIZONTAL BOND BEAMS

- 8" NOMINAL WALL THICKNESS:
#5 @ 32" OC VERTICAL AT CENTER OF GROUTED CELLS
(2) #4 @ 48" OC HORIZONTAL IN BOND BEAMS

- ALL OTHER LOCATIONS:
#5 @ 24" OC VERTICAL AT CENTER OF GROUTED CELLS
(2) #4 @ 48" OC HORIZONTAL IN BOND BEAMS

6. HORIZONTAL REINFORCEMENT SHALL BE HOOKED AROUND END REINFORCEMENT W/ STANDARD 180° HOOKS PER DETAIL XXXX.XXX.

7. WALL TYPE CALLED OUT ON FOUNDATION PLAN SHALL CONTINUE TO ROOF TYP UNO.

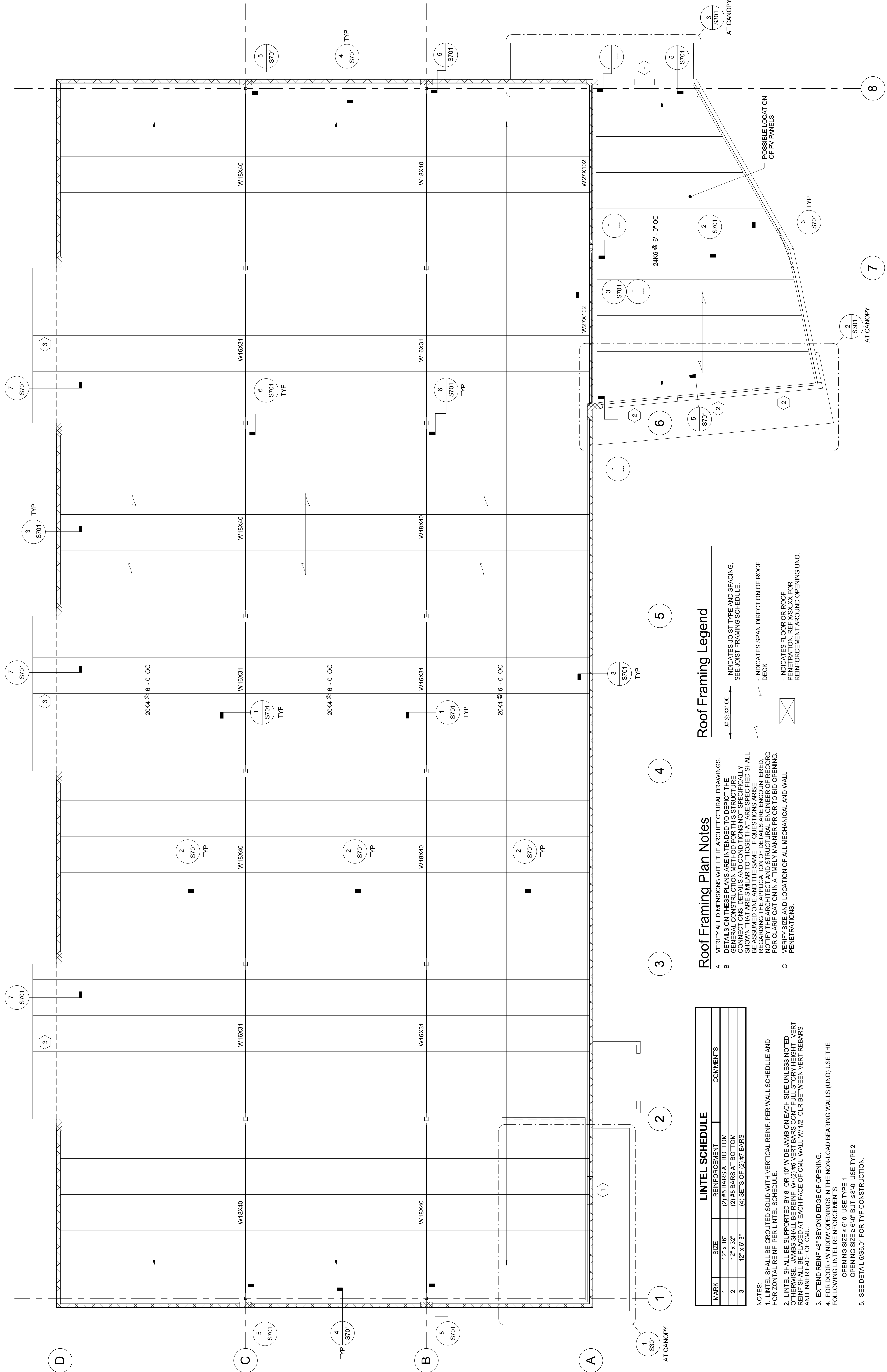
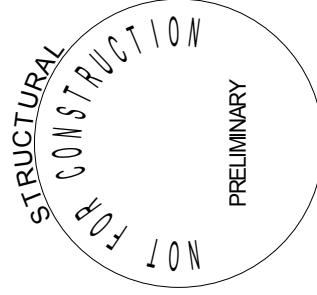
MARK	SIZE	REINFORCING		NOTES
		LONG.	BOTTOM	
1	1'-6" WIDE X 10" DEEP X CONT	(2) #4 EQ SPACED	- BOTTOM	
2	2'-6" WIDE X 10" DEEP X CONT	(3) #4 EQ SPACED	- BOTTOM	
3	3'-6" X 3'-6" X 12"	(3) #5 EQ SPACED EACH DIRECTION	- BOTTOM	
4	4'-0" X 4'-0" X 12"	(4) #5 EQ SPACED EACH DIRECTION	- BOTTOM	
5	4'-9" X 4'-9" X 12"	(4) #5 EQ SPACED EACH DIRECTION	- BOTTOM	
6	6'-6" X 6'-6" X 14"	(7) #6 EQ SPACED EACH DIRECTION	- BOTTOM	

1 FOUNDATION PLAN
S201 1/8" = 1'-0"

Date: 5/20/15
Job: 15-B108

IF THE ABOVE DIMENSIONS DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN REVISIONED. ALL DIMENSIONS SHALL BE APPROPRIATE TO THE PROJECT. ALL LABELED SCALES SHALL BE USED AS SHOWN. STEWACH DESIGN & ARCHITECTURE

DESIGN DEVELOPMENT



Roof Framing Legend

- J# @ XX' OC - INDICATES JOIST TYPE AND SPACING. SEE JOIST FRAMING SCHEDULE.
- J# @ XX' OC - INDICATES SPAN DIRECTION OF ROOF DECK.
- ⊗ - INDICATES FLOR OR ROOF PENETRATION. REF VISA XX FOR REINFORCEMENT AROUND OPENING UNO.

Roof Framing Plan Notes

- A VERIFY ALL DIMENSIONS WITH THE ARCHITECTURAL DRAWINGS. DETAILS ON THESE PLANS ARE INTENDED TO DEPICT THE GENERAL INTENTION AND NOT TO BE USED FOR CONSTRUCTION. DIMENSIONS SIMILAR TO THOSE THAT ARE SPECIFIED SHALL BE ASSUMED ONE AND THE SAME. IF QUESTIONS ARISE REGARDING THE APPLICATION OF DETAILS ARE ENCOUNTERED, NOTIFY THE ARCHITECT AND STRUCTURAL ENGINEER OF RECORD FOR CLARIFICATION IN A TIMELY MANNER PRIOR TO BID OPENING.
- B VERIFY SIZE AND LOCATION OF ALL MECHANICAL AND WALL PENETRATIONS.
- C VERIFY SIZE AND LOCATION OF ALL MECHANICAL AND WALL PENETRATIONS.

LINTEL SCHEDULE		
MARK	SIZE	REINFORCEMENT
1	12" x 16"	(2) #5 BARS AT BOTTOM
2	12" x 32"	(2) #5 BARS AT BOTTOM
3	12" x 48"	(4) SETS OF (2) #7 BARS

1. LINTEL SHALL BE GROUTED SOLID WITH VERTICAL REINF. PER WALL SCHEDULE AND HORIZONTAL REINF. PER LINTEL SCHEDULE.
2. LINTEL SHALL BE SUPPORTED BY 8" OR 10" WIDE JAMB ON EACH SIDE UNLESS NOTED OTHERWISE. JAMBS SHALL BE REINF. W/ (2) #6 VERT BARS CONT FULL STORY HEIGHT. VERT REINF SHALL BE PLACED AT EACH FACE OF CMU WALL W/ 1/2" CLR BETWEEN VERT REBARS AND INNER FACE OF CMU.
3. EXTEND REINF 48" BEYOND EDGE OF OPENING.
4. FOR DOOR / WINDOW OPENINGS IN THE NON-LOAD BEARING WALLS (UNO) USE THE FOLLOWING LINTEL REINFORCEMENTS:
OPENING SIZE ≤ 6'-0" USE TYPE 1
OPENING SIZE ≥ 6'-0" BUT ≤ 8'-0" USE TYPE 2
5. SEE DETAIL 5/S6.01 FOR TYP CONSTRUCTION.

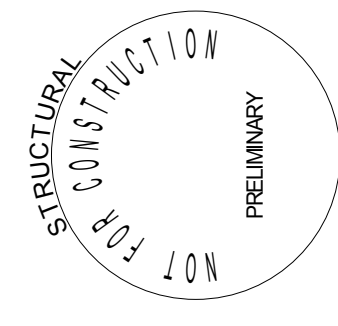
1 ROOF FRAMING PLAN
S202 1/8" = 1'-0"

CANOPY FRAMING PLANS

ANCHOR WAY HOOD RIVER, OR 97031

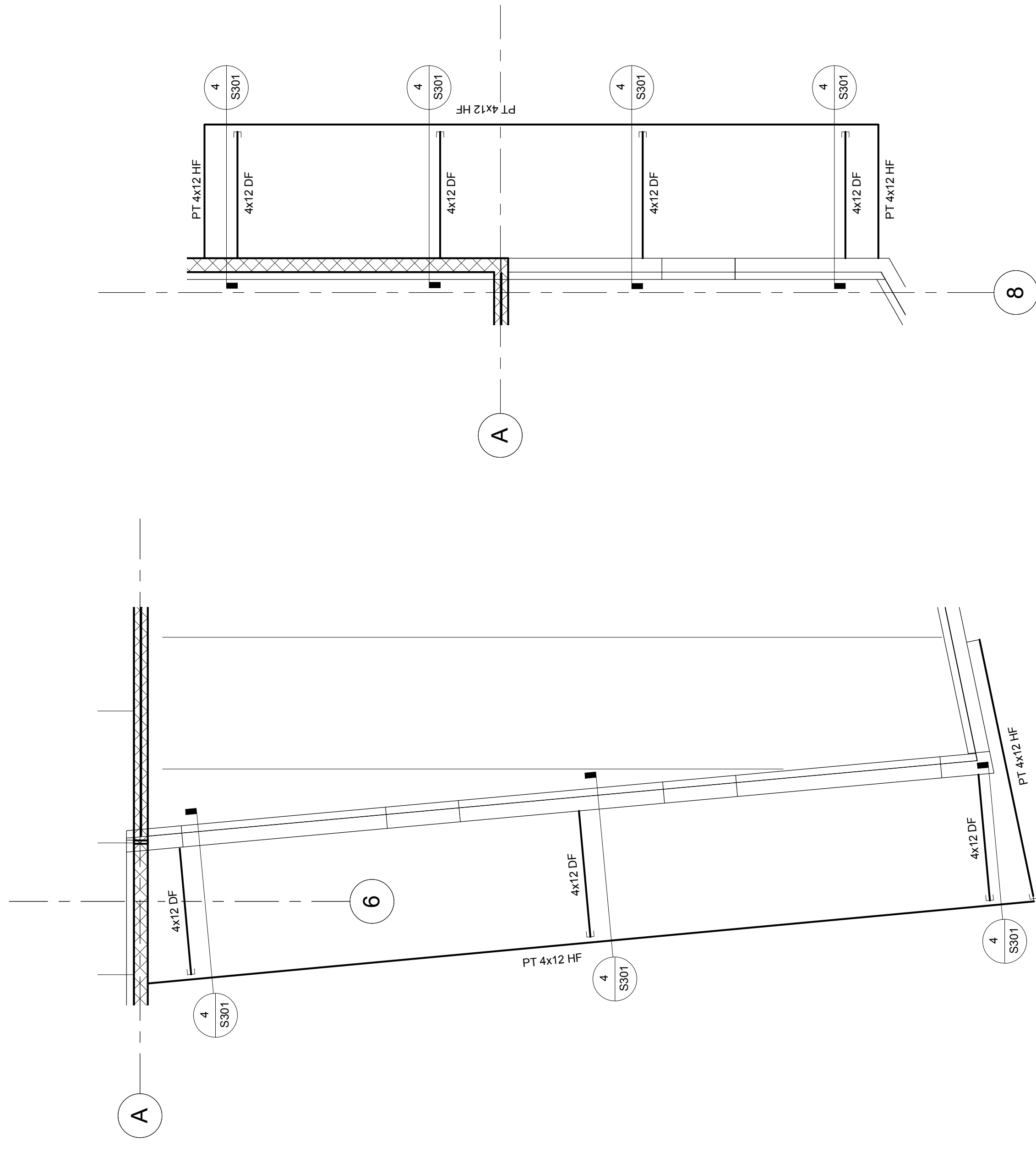
TURTLE ISLAND FOODS

Date: 5/20/15
 Job: 15-BT08
 IF THE ABOVE DIMENSIONS DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN RE-DRAWN TO CORRECT. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. ALL LABELED DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. STEWACH DESIGN & ARCHITECTURE



DESIGN DEVELOPMENT

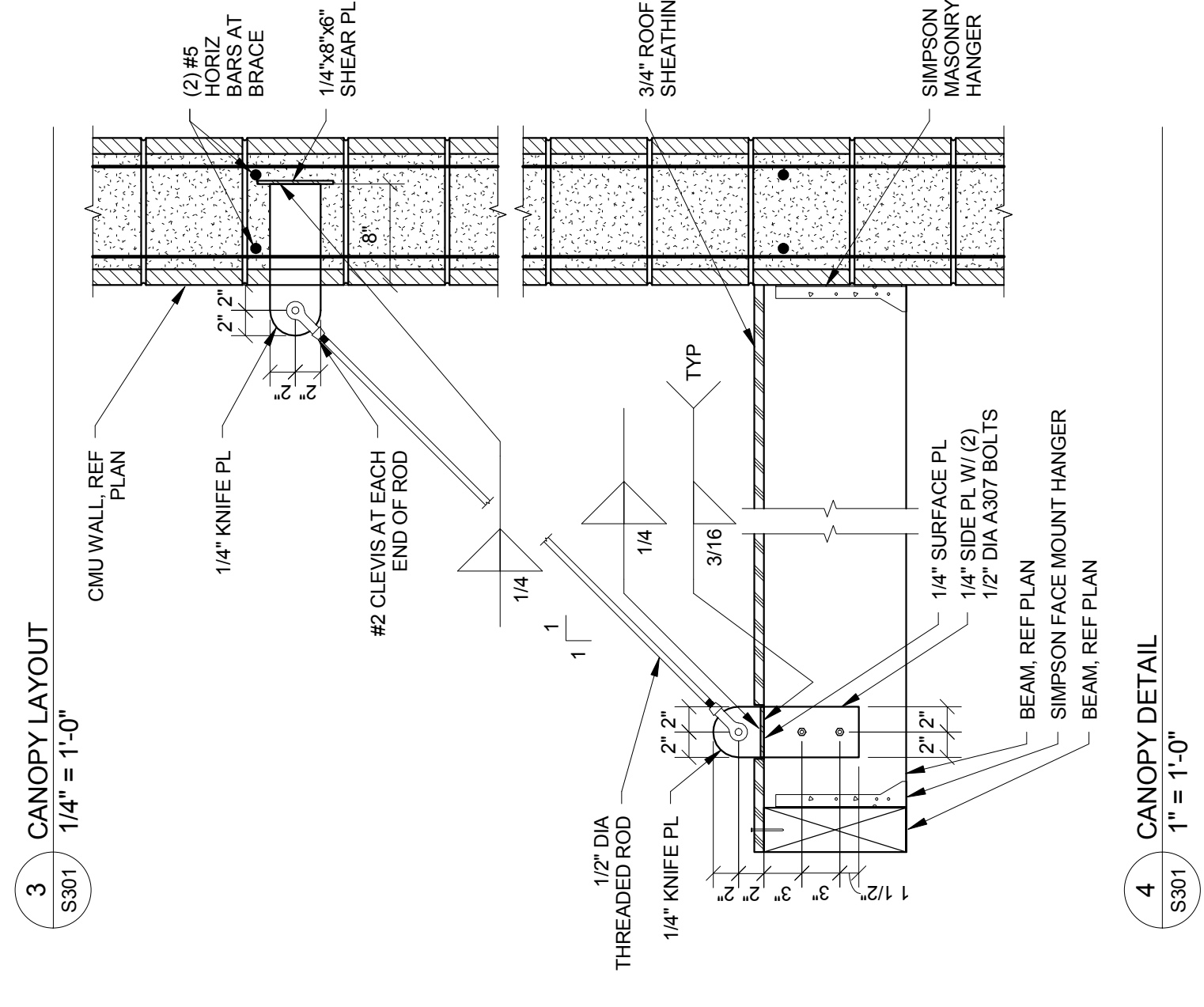
STEWACH DESIGN & ARCHITECTURE
 919 NW Bond #214 - Bend, OR 97701
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 www.stewachdesign.com



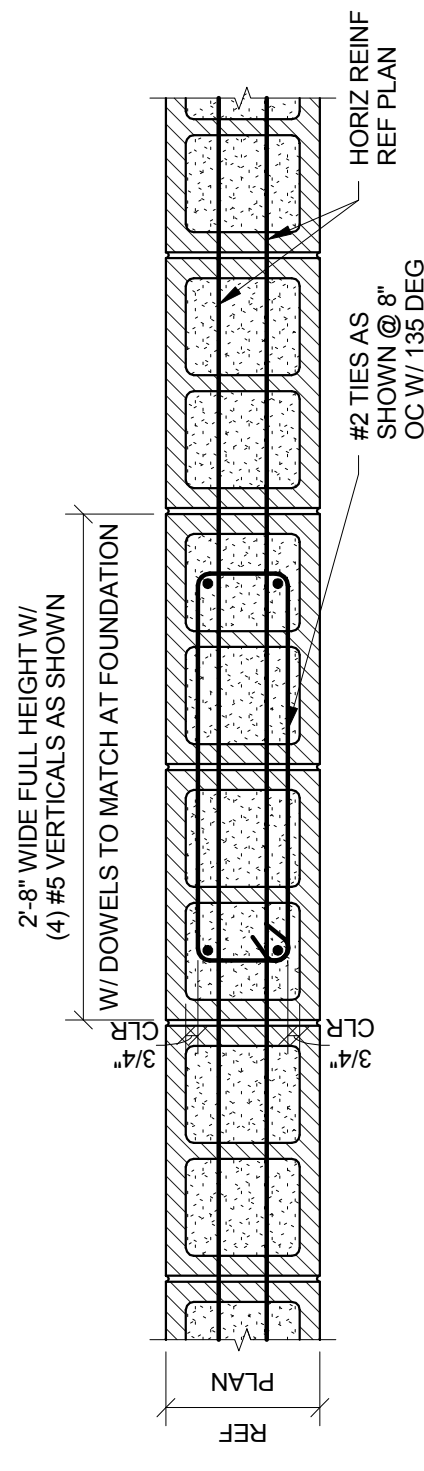
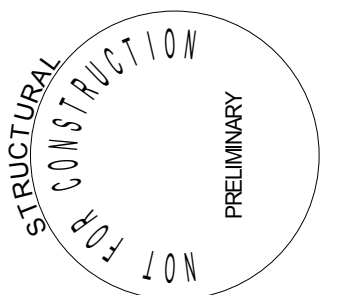
1 CANOPY LAYOUT
 S301 1/4" = 1'-0"

2 CANOPY LAYOUT
 S301 1/4" = 1'-0"

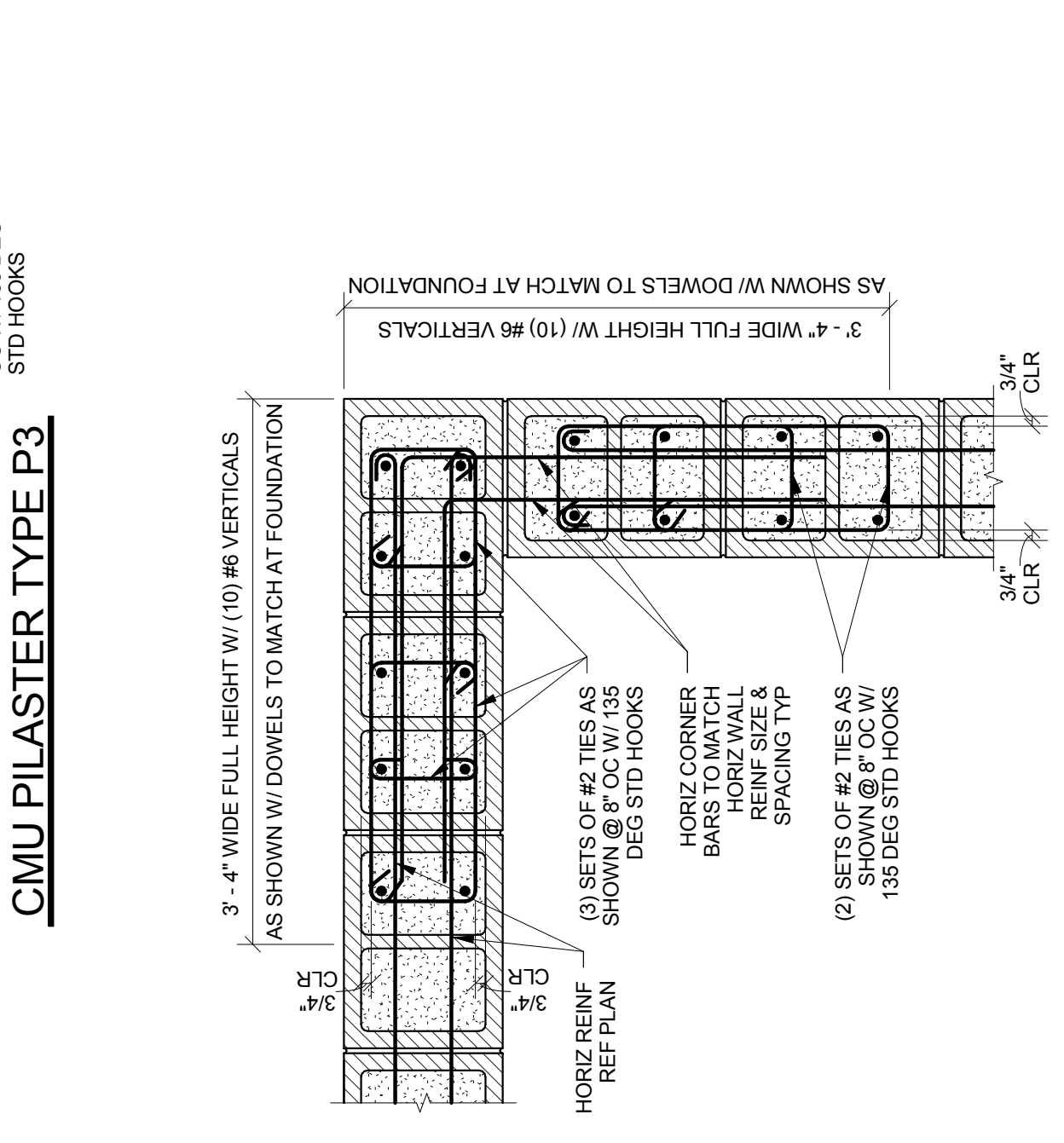
3 CANOPY LAYOUT
 S301 1/4" = 1'-0"



4 CANOPY DETAIL
 S301 1" = 1'-0"

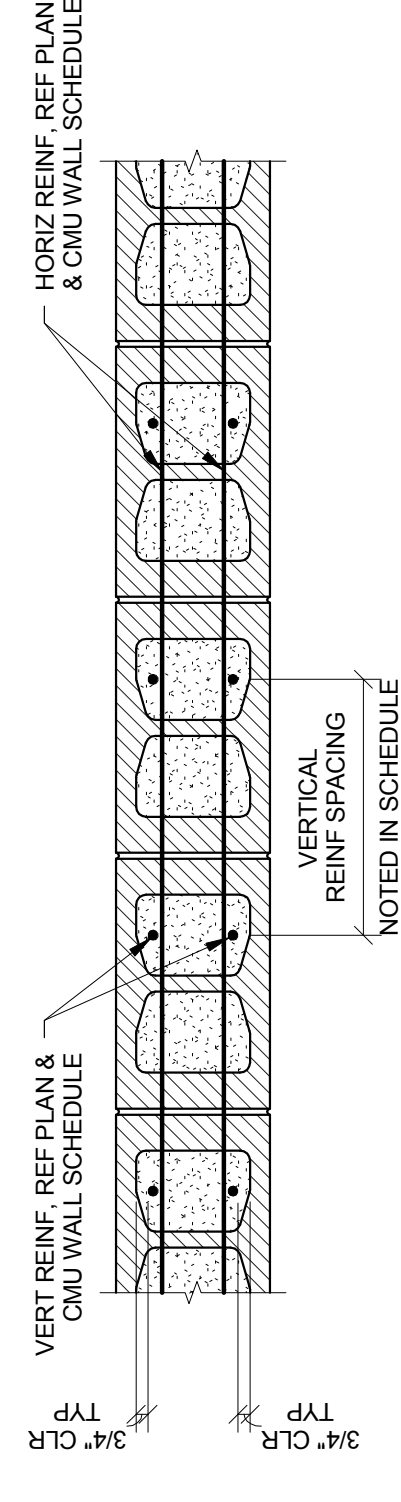


CMU PILASTER TYPE P3

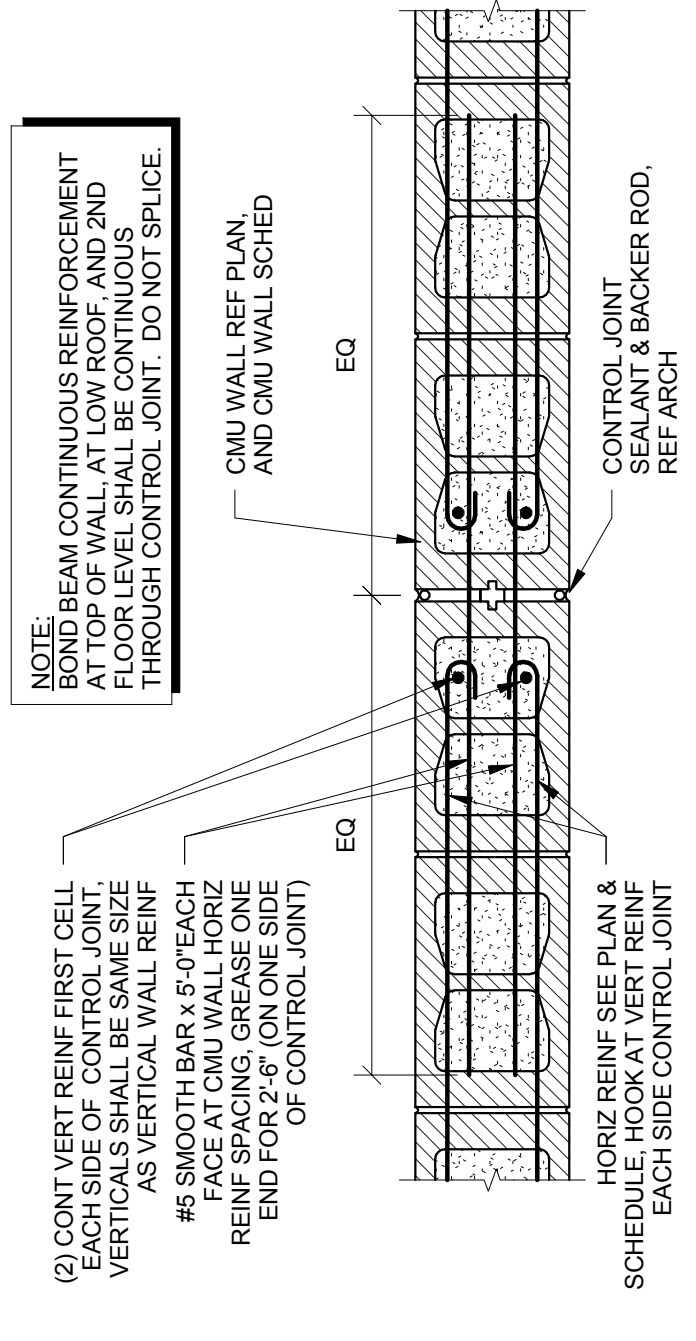


CMU WALL PILASTER TYPE P7

1 CMU WALL PILASTER TYPES
1" = 1'-0"

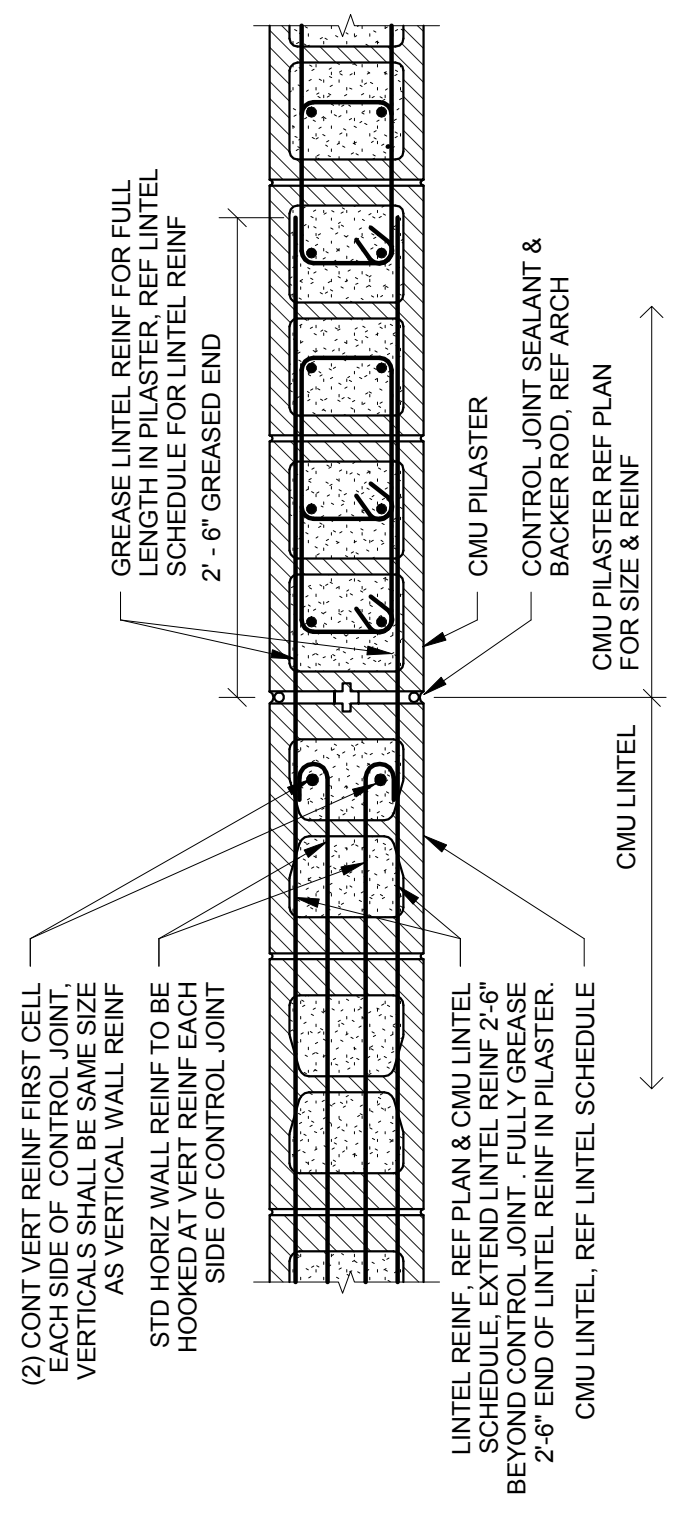


2 TYPICAL CMU WALL CROSS SECTION
1" = 1'-0"

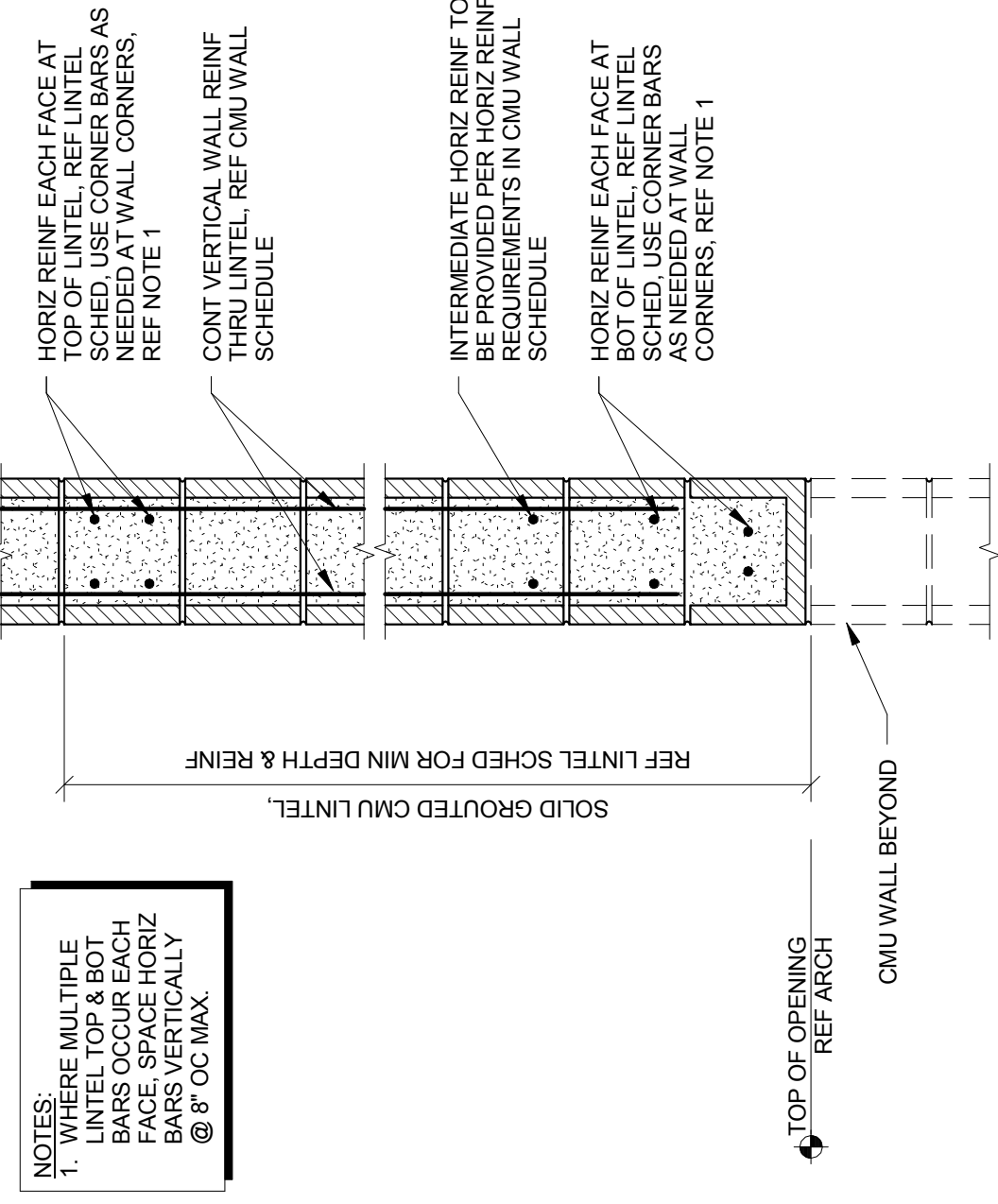


3 CMU WALL REIN AT CONTROL JOINT
1" = 1'-0"

NOTES:
1. BOND BEAM CONTINUOUS REINFORCEMENT AT TOP OF WALL, AT LOW ROOF, AND 2ND FLOOR LEVEL SHALL BE CONTINUOUS THROUGH CONTROL JOINT. DO NOT SPLICE.
2. PILASTER SHOWN IS FOR EXAMPLE ONLY. REF PLAN FOR PILASTER TYPE, SIZE & REIN.

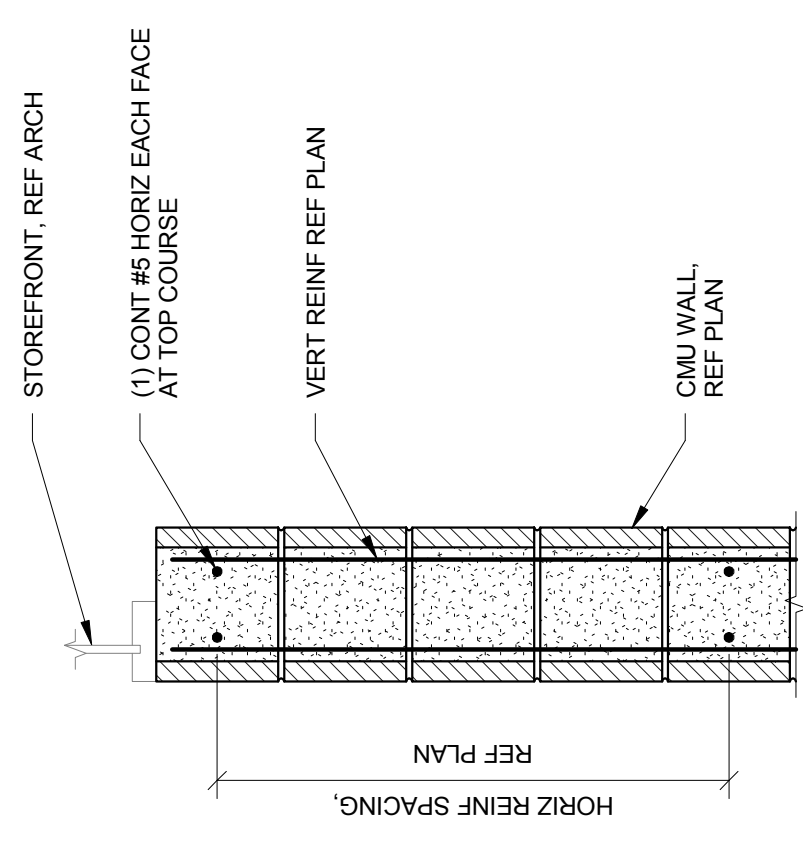


4 CMU LINTEL REIN AT CONTROL JOINT
1" = 1'-0"



NOTES:
1. WHERE MULTIPLE LINTEL TOP & BOT BARS OCCUR EACH FACE, SPACE HORIZ BARS VERTICALLY @ 8" OC MAX.

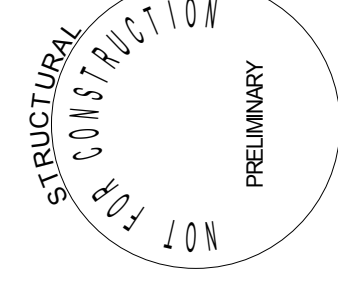
5 TYPICAL CMU LINTEL REIN REQUIREMENTS
1" = 1'-0"



6 TYPICAL BOND BEAM AT BOTTOM OF WINDOW OPENING
1" = 1'-0"

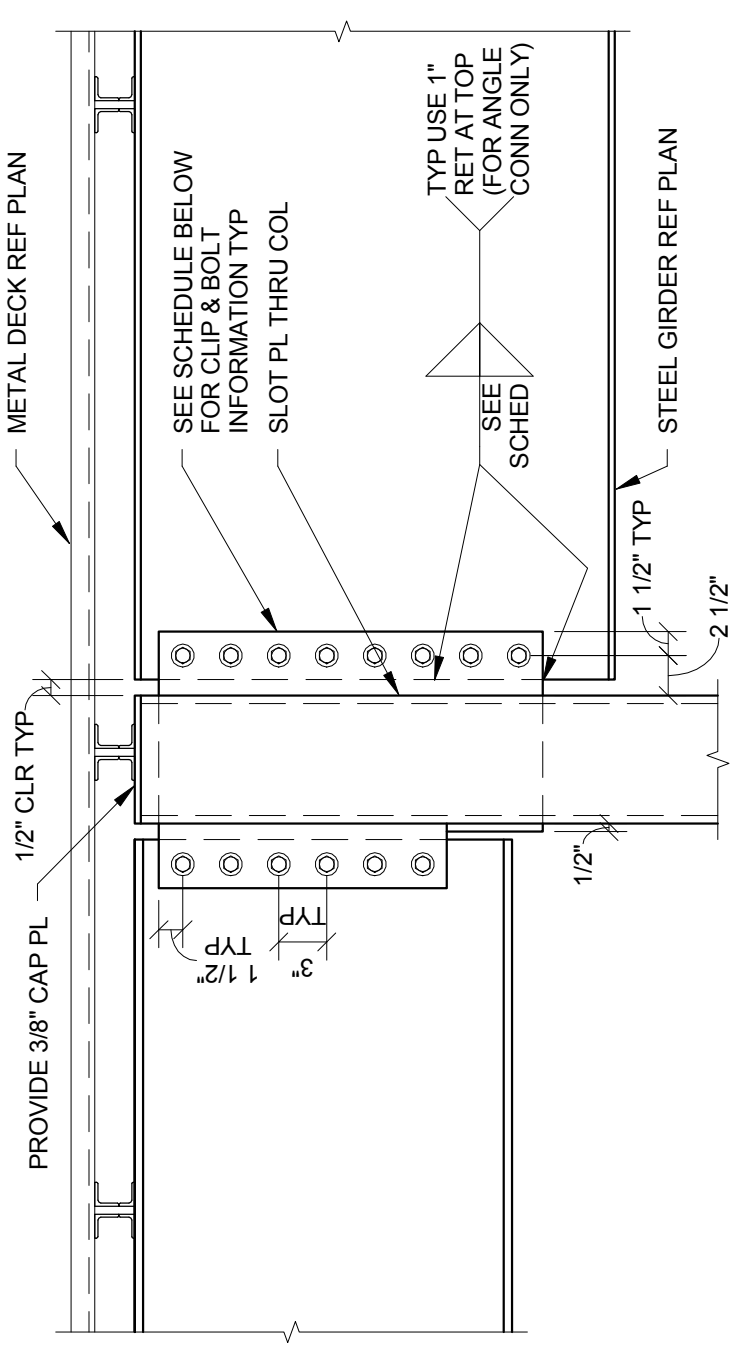
Date: 5/20/15
 Job: 15-B108

IF THE ABOVE DIMENSIONS DO NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN RE-DRAWN TO CORRECT. ALL DIMENSIONS SHALL BE MEASURED TO FACE UNLESS OTHERWISE NOTED. ALL LABELLED DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
 STEWACH DESIGN & ARCHITECTURE



DESIGN DEVELOPMENT

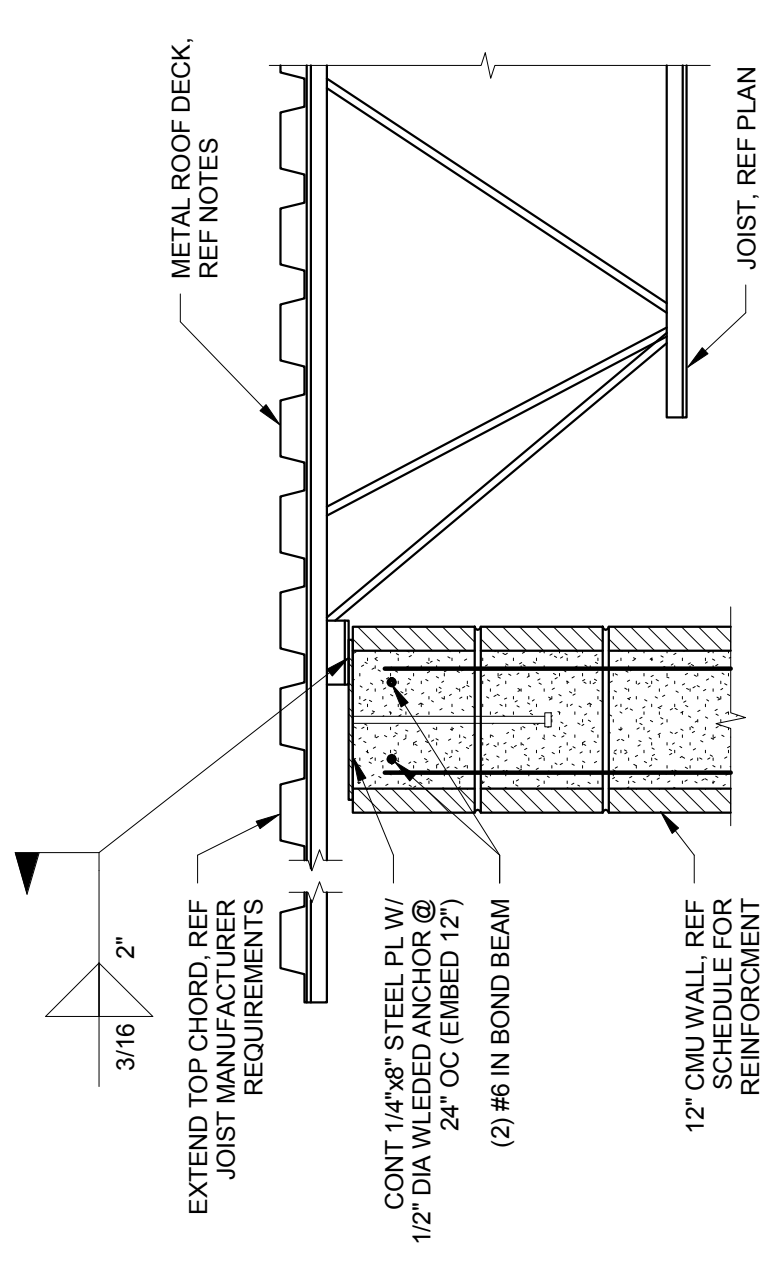
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 DESIGN & ARCHITECTURE
 919 NW Bond #214 - Bend, OR 97701
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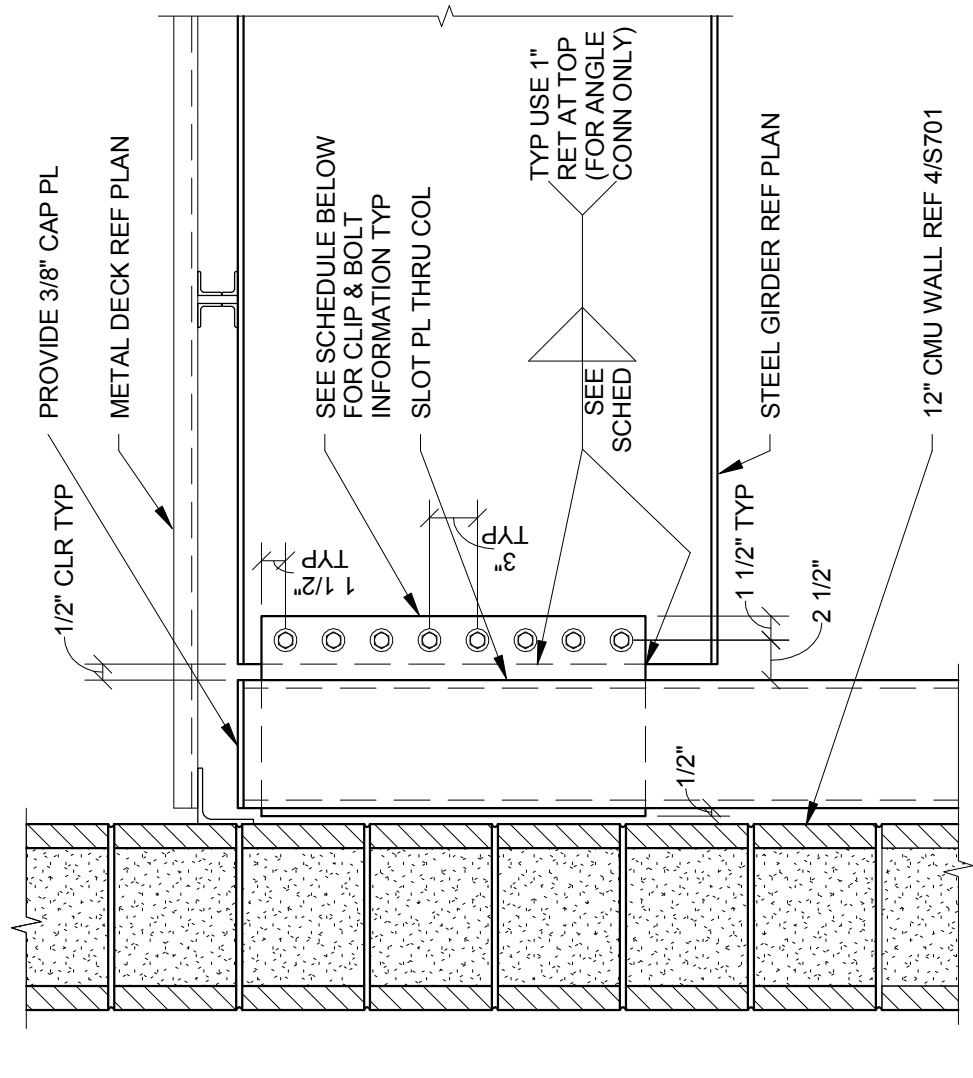
CONNECTION SCHEDULE		
BEAM SIZE	PLATE DIMENSIONS	# BOLTS
WBx, W10x	1/4"x4"x6"	(2) 3/4" DIA A307
W12x	5/16"x4"x6"	(3) 3/4" DIA A307
W14x	5/16"x4"x6"	(3) 3/4" DIA A307
W18x, W18x	5/16"x4"x1'-0"	(4) 3/4" DIA A307
W21x, W24x	3/8"x4"x1'-6"	(6) 3/4" DIA A325

* FOR PURPOSES OF USING THIS SCHEDULE, UNLESS OTHERWISE NOTED, A GIRDER SHALL BE REGARDED AS ANY BEAM SUPPORTING ONE OR MORE OTHER BEAM(S) OR JOIST.

6 GIRDER CONNECTION TO HSS COLUMN
 S701 1" = 1'-0"



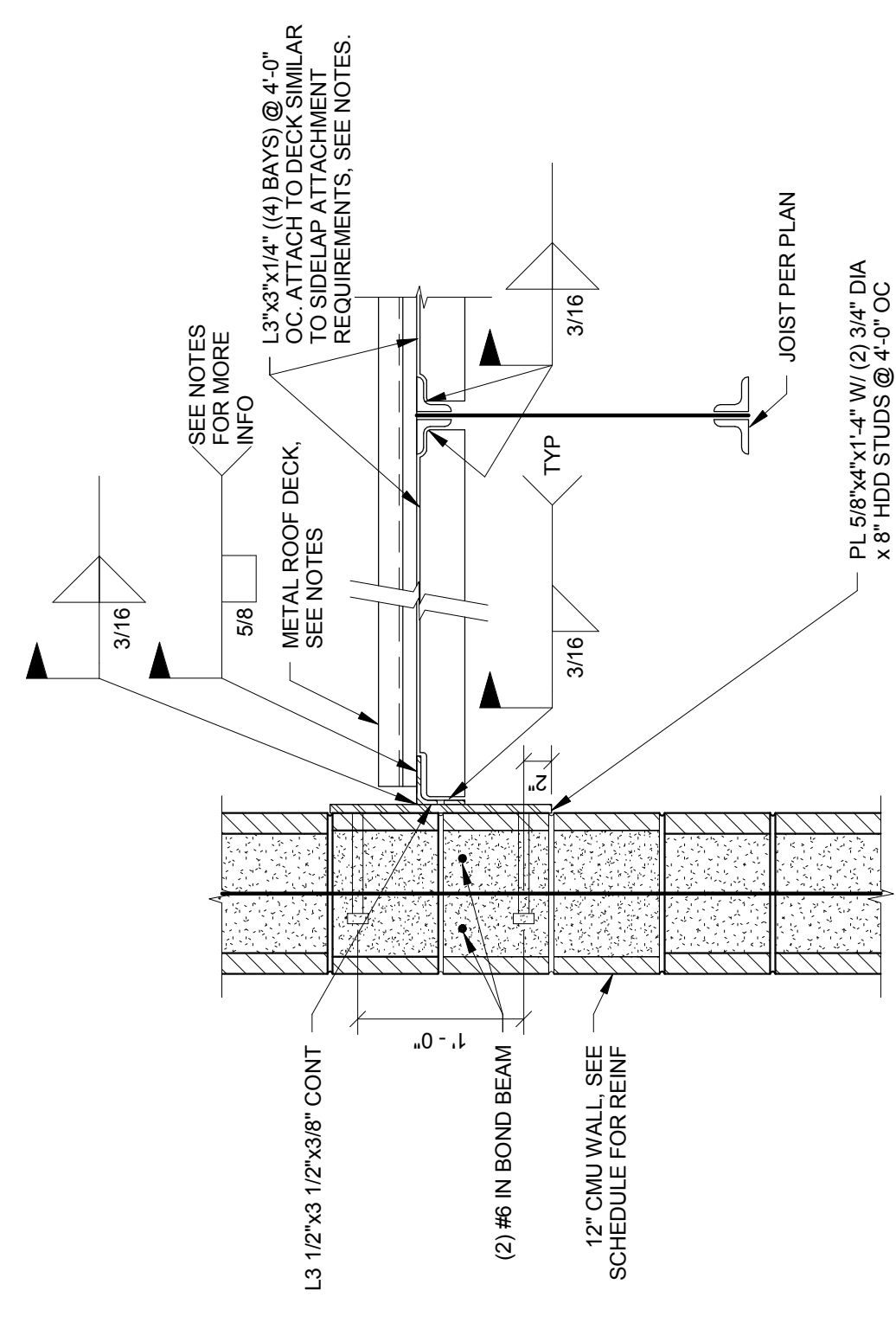
7 JOIST SUPPORT AT CMU
 S701 1" = 1'-0"



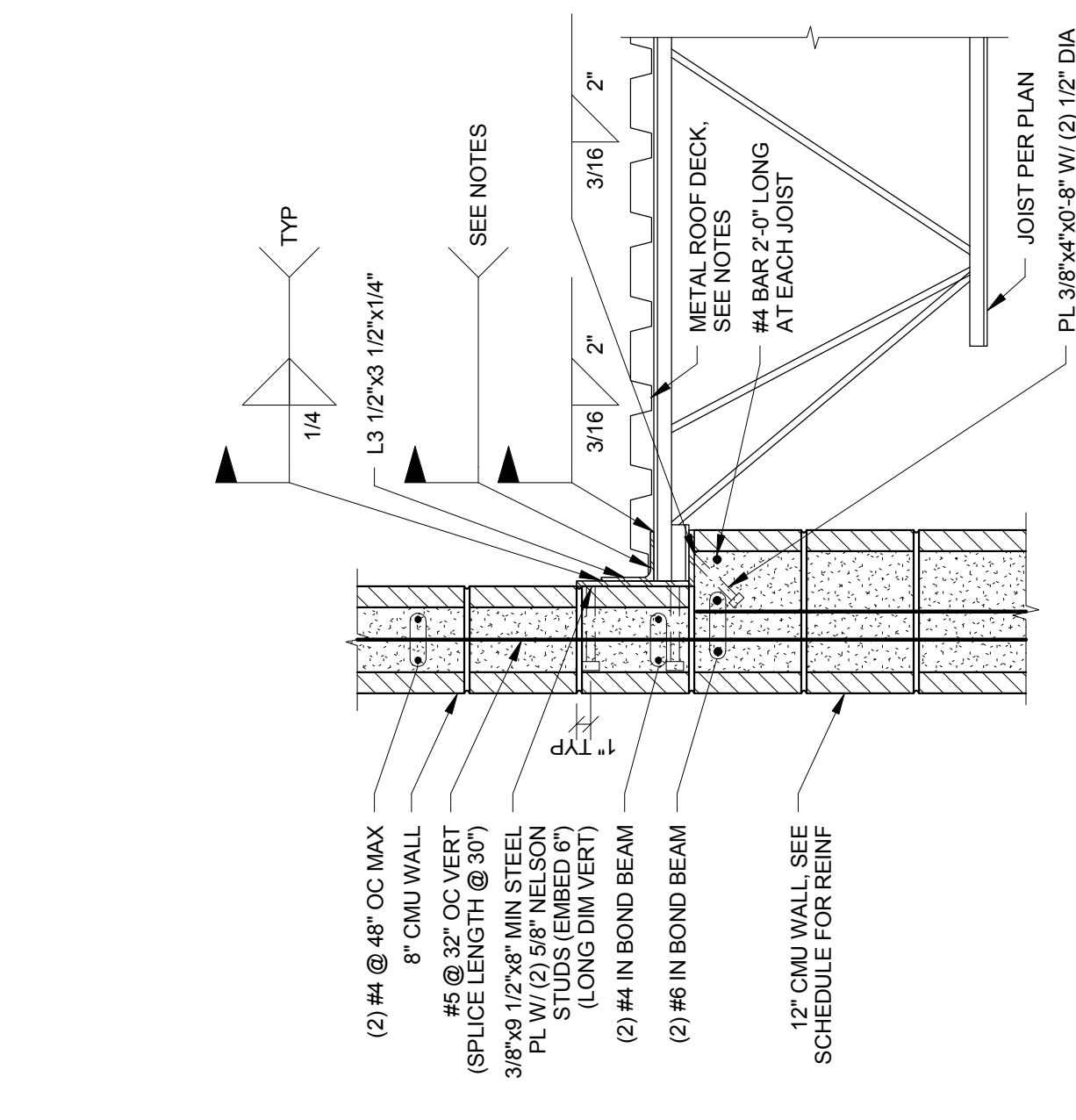
CONNECTION SCHEDULE		
BEAM SIZE	PLATE DIMENSIONS	# BOLTS
WBx, W10x	1/4"x4"x6"	(2) 3/4" DIA A307
W12x	5/16"x4"x6"	(3) 3/4" DIA A307
W14x	5/16"x4"x6"	(3) 3/4" DIA A307
W18x, W18x	5/16"x4"x1'-0"	(4) 3/4" DIA A307
W21x, W24x	3/8"x4"x1'-6"	(6) 3/4" DIA A325

* FOR PURPOSES OF USING THIS SCHEDULE, UNLESS OTHERWISE NOTED, A GIRDER SHALL BE REGARDED AS ANY BEAM SUPPORTING ONE OR MORE OTHER BEAM(S) OR JOIST.

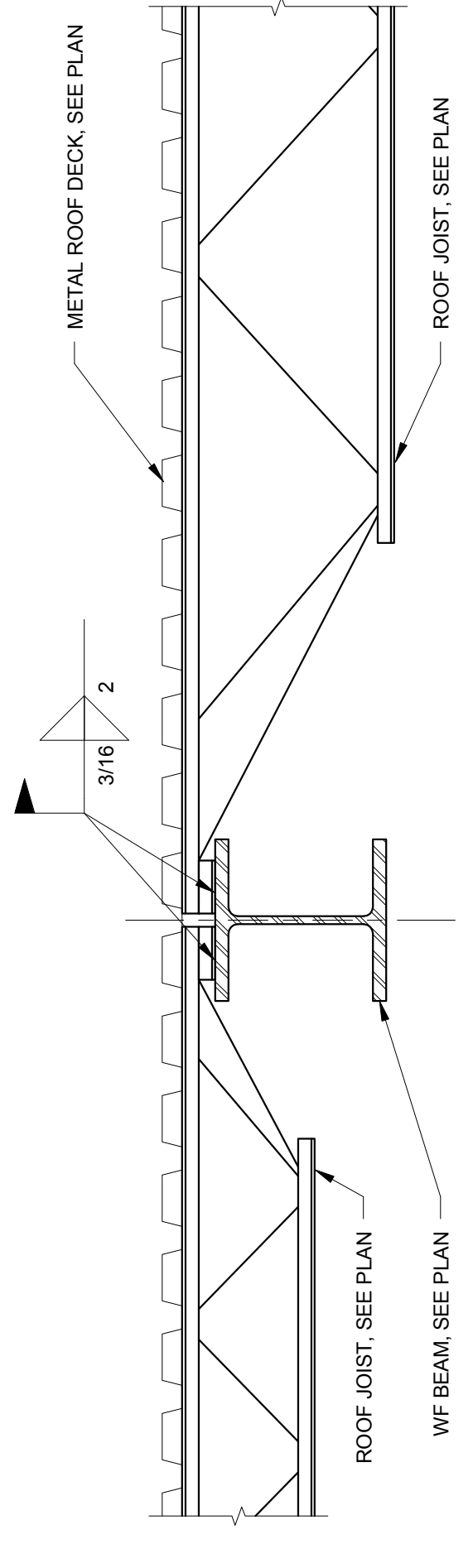
5 GIRDER SUPPORT AT CMU
 S701 1" = 1'-0"



4 ROOF SUPPORT AT CMU
 S701 1" = 1'-0"

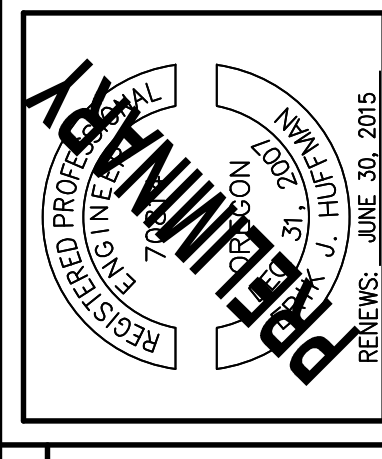


2 ROOF JOIST AT METAL DECK
 S701 1" = 1'-0"



1 ROOF JOISTS TO WF BEAM
 S701 1" = 1'-0"

3 JOIST SUPPORT AT CMU
 S701 1" = 1'-0"



REVISIONS: JUNE 30, 2015
PRELIMINARY
 HOOD RIVER COUNTY, OREGON
COVER SHEET
TURTLE ISLAND FOODS
CONSTRUCTION PLANS



REVISIONS:
 1
 2
 3
 4
 5
 6
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 8
 9
 10
 11
 12
 13
 14
 15
 16

DESIGNED BY: E.J.H.
 DRAWN BY: E.J.H.
 SCALE: N.T.S.
 FILE: C-01
 DATE: 5/08/2015

VERIFY SCALES
 0 1"
 BAR EQUALS ONE INCH
 ON ORIGINAL DRAWING
 SHEET: **C-01**
 PROJECT NO: 13741

OWNER:
PORT OF HOOD RIVER
 1000 E. PORT MARINA DR
 HOOD RIVER, OREGON 97031

ENGINEER & SURVEYOR:
BECON CIVIL ENGINEERING & LAND SURVEYING
 ERIK J. HUFFMAN, PE, PLS
 549 SW MILL VIEW WAY, SUITE 105
 BEND, OREGON 97702

SCHEDULE OF PUBLIC IMPROVEMENTS:
 CITY OF HOOD RIVER:
 - (2) TYPICAL SETBACK SIDEWALK DRIVEWAYS
 - RELOCATE EXISTING FIRE HYDRANT
 - NEW STORMWATER PIPE LATERAL
 - RELOCATE EXISTING STREET LIGHT

APPROVALS:

CITY OF HOOD RIVER: _____

NOTE: SIGNATURE DOES NOT GRANT APPROVAL TO COMMENCE CONSTRUCTION.

FIRE MARSHAL: _____

UTILITY OWNERS

WATER / SEWER
 CITY OF HOOD RIVER - 541-387-5216

POWER
 PACIFIC POWER - 503-813-6232

PHONE
 CENTURYLINK - 541-387-0260

GAS
 NW NATURAL - 541-296-2229

TELEVISION
 CHARTER COMMUNICATIONS - 855-990-5475

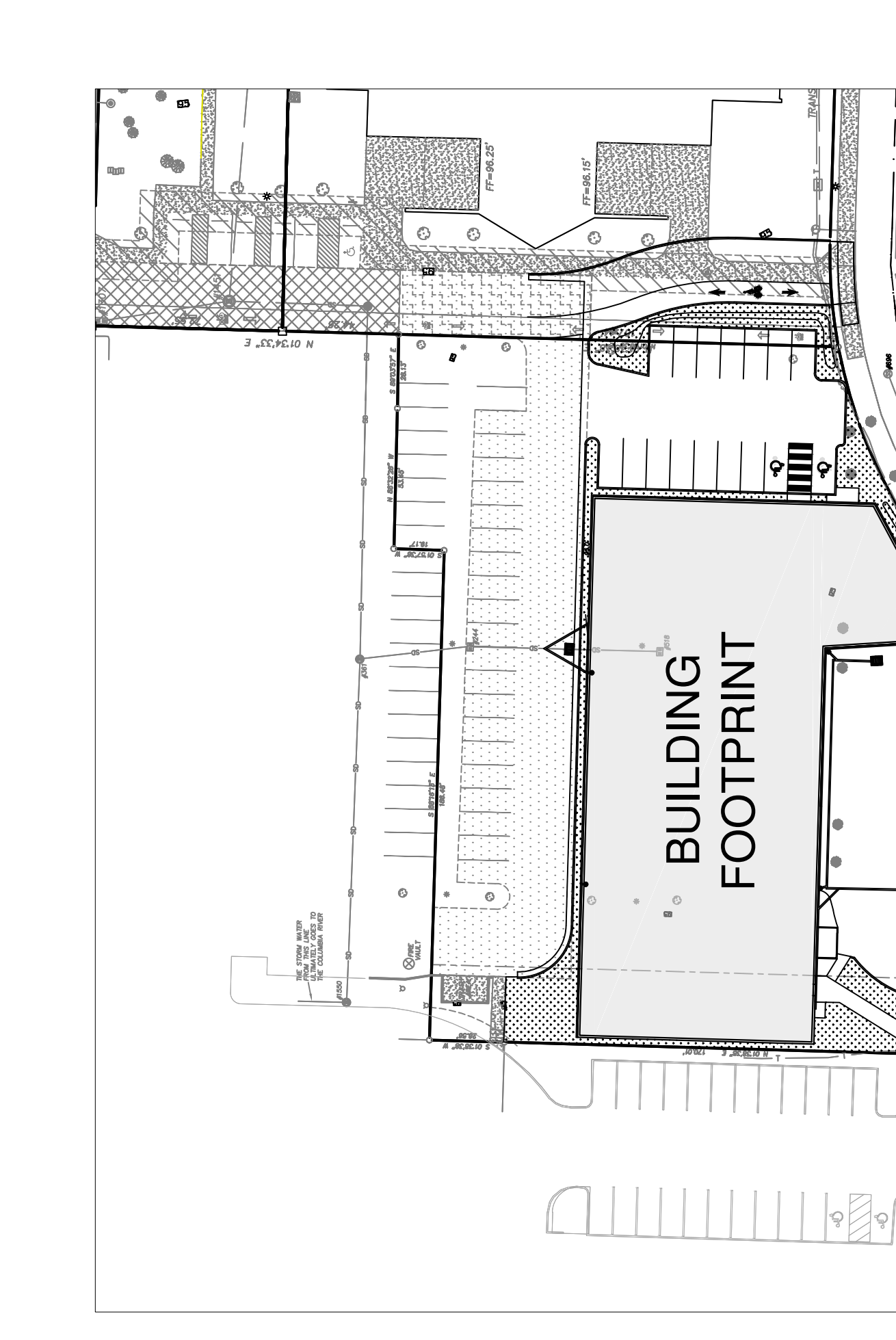
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 C-03 EROSION AND SEDIMENT CONTROL COVER SHEET
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TURTLE ISLAND FOODS
CONSTRUCTION PLANS
MAY 2015
TAX LOT 129, 504 ANCHOR WAY
 CITY OF HOOD RIVER, HOOD RIVER COUNTY, OREGON

CONSTRUCTION NOTES:

- NO CONSTRUCTION SHALL BE STARTED WITHOUT A NOTICE TO PROCEED BY THE CITY ENGINEERING DEPARTMENT. THE CITY ENGINEERING DEPARTMENT AND THE DESIGN ENGINEER SHALL BE NOTIFIED AT LEAST 24 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY CONSTRUCTION WORK DONE PRIOR TO NOTICE TO PROCEED BEING ISSUED OR WITHOUT INSPECTION WILL BE REJECTED.
- CONTRACTOR SHALL VERIFY ALL CONDITIONS ON THE JOB SITE INCLUDING BUT NOT LIMITED TO, ALL DIMENSIONS, GRADES, ELEVATIONS, EXTENT AND COMPATIBILITY TO THE EXISTING SITE CONDITIONS, AND WITH THE WORK DESCRIBED IN THE ENGINEERS DRAWINGS. ANY DISCREPANCIES OR UNEXPECTED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. CONTRACTOR SHALL NOT PROCEED WITH ANY OF THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO, THEN IT IS UNDERSTOOD THAT THE CONTRACTOR IS CHOOSING TO PROCEED AT THE CONTRACTOR'S OWN RISK AND SHALL INCUR ALL COSTS, IF ANY, TO RESOLVE THE ISSUES TO THE SATISFACTION OF THE ENGINEER.
- A CITY INSPECTOR ACTING ON BEHALF OF THE CITY MAY REQUIRE REVISIONS IN PLANS TO SOLVE UNFORESEEN PROBLEMS THAT MAY ARISE IN THE FIELD.
- ALL CONSTRUCTION WORK AND INSTALLATIONS SHALL CONFORM TO THE CITY STANDARDS AND SPECIFICATIONS, AND ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT "UNDERGROUND LOCATE SERVICE" AT 1-800-332-2344 AT LEAST 48 BUSINESS-DAY HOURS PRIOR TO THE START OF CONSTRUCTION FOR THE LOCATION OF POWER, GAS, CABLE, TV AND TELEPHONE UNDERGROUND FACILITIES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR CONTACTING THE APPROPRIATE PUBLIC AGENCY FOR THE LOCATION OF UNDERGROUND FACILITIES.
- ALL UTILITIES SHOWN ARE ACCURATE TO THE EXTENT OF AVAILABLE RECORDS AND KNOWLEDGE. NO POT-HOLING TO VERIFY LOCATIONS AND ELEVATIONS WAS AUTHORIZED BY THE OWNER. THE CONTRACTOR HAS THE TOTAL RESPONSIBILITY TO VERIFY THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND TO NOTIFY THE UTILITY COMPANIES WHEN WORKING IN THEIR PROXIMITY. CONTRACTOR TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503)232-2987.
- ALL GRADING SHALL BE IN CONFORMANCE WITH THE CURRENT CITY STANDARDS AND SPECIFICATIONS AND CURRENT GRADING ORDINANCE. ALL SUBGRADE MATERIAL SHALL BE CONSIDERED CLASS A AND COMPACTED TO 95% OF OPTIMUM DENSITY. AS SPECIFIED IN THESE PLANS. ALL FILL MATERIAL SHALL BE COMPACTED TO 95% RELATIVE COMPACTION PER THE CITY TESTING REQUIREMENTS.
- ALL FINAL CUT SLOPES SHALL NOT EXCEED A GRADE OF 2 TO 1 VERTICAL UNLESS OTHERWISE APPROVED. FILL SLOPES SHALL NOT EXCEED A GRADE OF 2 HORIZONTAL TO 1 VERTICAL UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- ALL UNSUITABLE SOILS MATERIALS, RUBBISH AND DEBRIS RESULTING FROM GRADING OPERATIONS SHALL BE REMOVED FROM THE JOB SITE AND DISPOSED OF PROPERLY.
- THE CONTRACTOR SHALL EMPLOY ALL LABOR, EQUIPMENT, AND METHODS REQUIRED TO PREVENT DUST IN AMOUNTS DAMAGING TO PROPERTY OR NEARBY VEGETATION AND DOMESTIC ANIMALS USING A Mixture of OTHER PERSONS OCCUPYING BUILDINGS IN THE VICINITY OF THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY DUST RESULTING FROM CONSTRUCTION.
- THE CONTRACTOR SHALL FOLLOW ALL APPLICABLE INDUSTRIAL SAFETY REGULATIONS. THE CITY AND DESCHUTES COUNTY AND THEIR OFFICIALS, THE ENGINEER, AND THE OWNER SHALL NOT BE RESPONSIBLE FOR ENFORCING SAFETY REGULATIONS.
- MATERIAL QUANTITIES USED, NOTED, OR PROVIDED IN A SEPARATE ITEMIZED QUANTITY TAKE-OFF ARE AN ENGINEER'S OPINION OF PROBABLE MATERIAL REQUIREMENTS, AND IS AN ESTIMATE ONLY. CONTRACTORS HAVE THE SOLE RESPONSIBILITY OF MAKING THEIR OWN QUANTITY TAKE-OFF AND COST ESTIMATE.
- ALL WORK SHALL BE PERFORMED BY A CITY APPROVED CONTRACTOR.
- UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS (PUE) IDENTIFIED ON THIS PLAN MAP. AS MAY BE NECESSARY OR DESIRABLE IN SERVING THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE THE REMOVAL OF ANY OBSTRUCTIONS INCLUDING TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE AT THE LOT OWNERS EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT PRIOR WRITTEN APPROVAL OF THE UTILITIES AND FACILITIES IN THE PUE.
- CITY ENGINEER'S SIGNATURE DOES NOT CONSTITUTE APPROVAL OF FACILITIES PROPOSED ON PRIVATE PROPERTY. SEPARATE PERMITS ISSUED BY THE BUILDING DEPARTMENT ARE REQUIRED AND SHALL BE OBTAINED BY THE DEVELOPER FOR FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
- ANY WORK WITHIN EXISTING PUBLIC RIGHT-OF-WAY OR DEDICATED CITY EASEMENTS REQUIRES A SEPARATE RIGHT-OF-WAY EXCAVATION PERMIT OBTAINED FROM THE CITY ENGINEERING DIVISION.



SITE MAP
 SCALE: 1" = 100'



VICINITY MAP
 NOT TO SCALE

PRELIMINARY
 REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 2000 N. W. HILLMAN
 TALLENTON, OREGON 97146
 REVISIONS: JUNE 30, 2015

TURTLE ISLAND FOODS
CONSTRUCTION PLANS
EXISTING CONDITIONS AND DEMOLITION PLAN
 HOOD RIVER COUNTY, OREGON

REVISIONS:
 1.
 2.
 3.

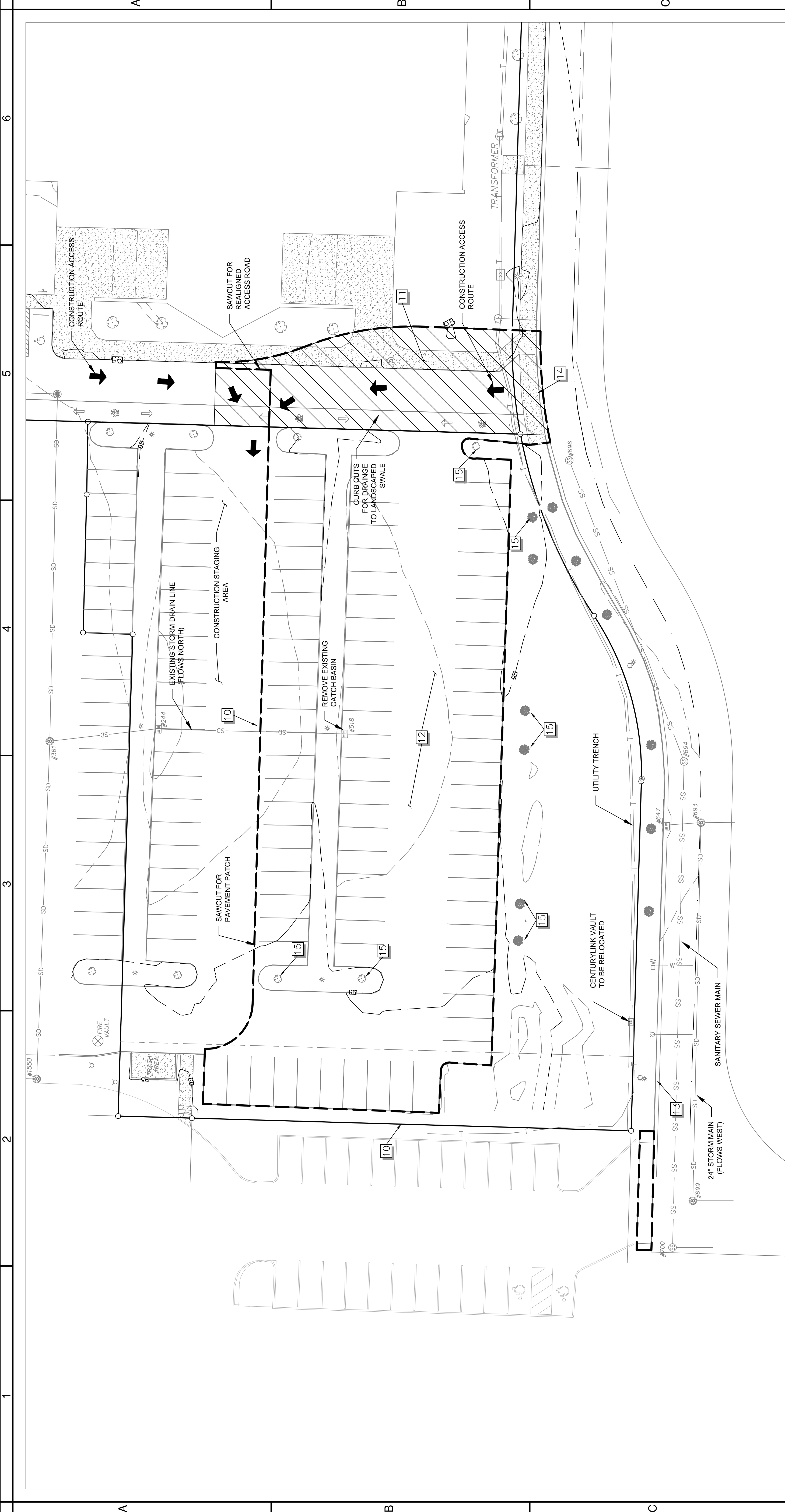
BECON
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 & LAND SURVEYING
 SUITE 105
 BEND, OREGON 97702
 (541) 633-3140
 www.becconeng.com

DESIGNED BY: E.J.H.
 DRAWN BY: E.J.H.
 SCALE: 1"=20'
 FILE: C-02
 DATE: 5/08/2015

VERIFY SCALES
 0 1"
 BAR EQUALS ONE INCH
 ON ORIGINAL DRAWING

SHEET: **C-02**

PROJECT NO: 13741

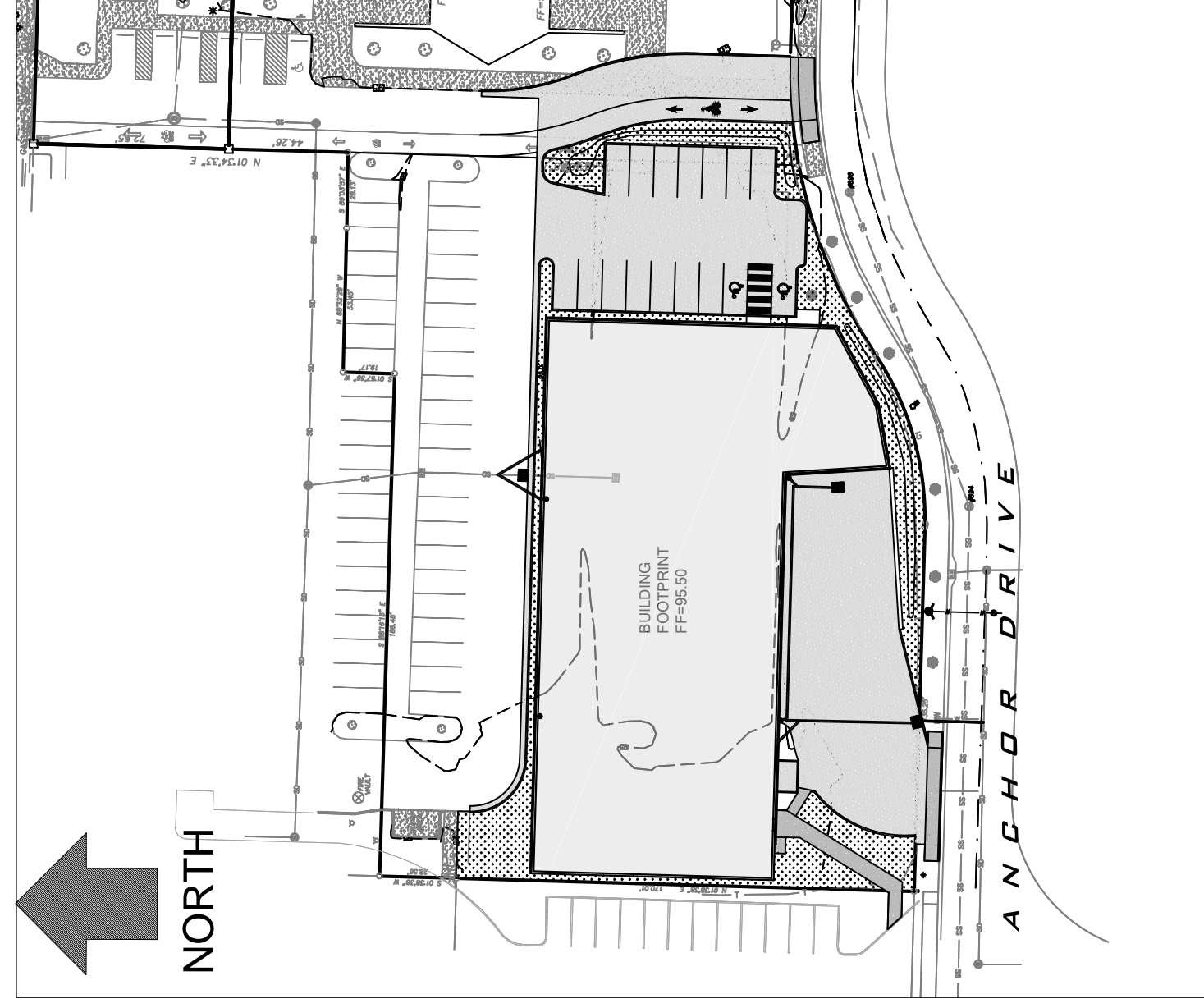


- DEMOLITION NOTES**
- 10 AREA OF DEMOLITION
 - 11 CONSTRUCTION ACCESS ROUTE
 - 12 REMOVE EXISTING AC PARKING LOT
 - 13 SAWCUT AND REMOVE EXISTING CURB FOR NEW COMMERCIAL DRIVEWAY
 - 14 SAWCUT AND REMOVE EXISTING DRIVEWAY. CUT AND RECONSTRUCT NEW.
 - 15 REMOVE TREE
 - 16 RELOCATE EXISTING CATCH BASIN. SEE C-07.

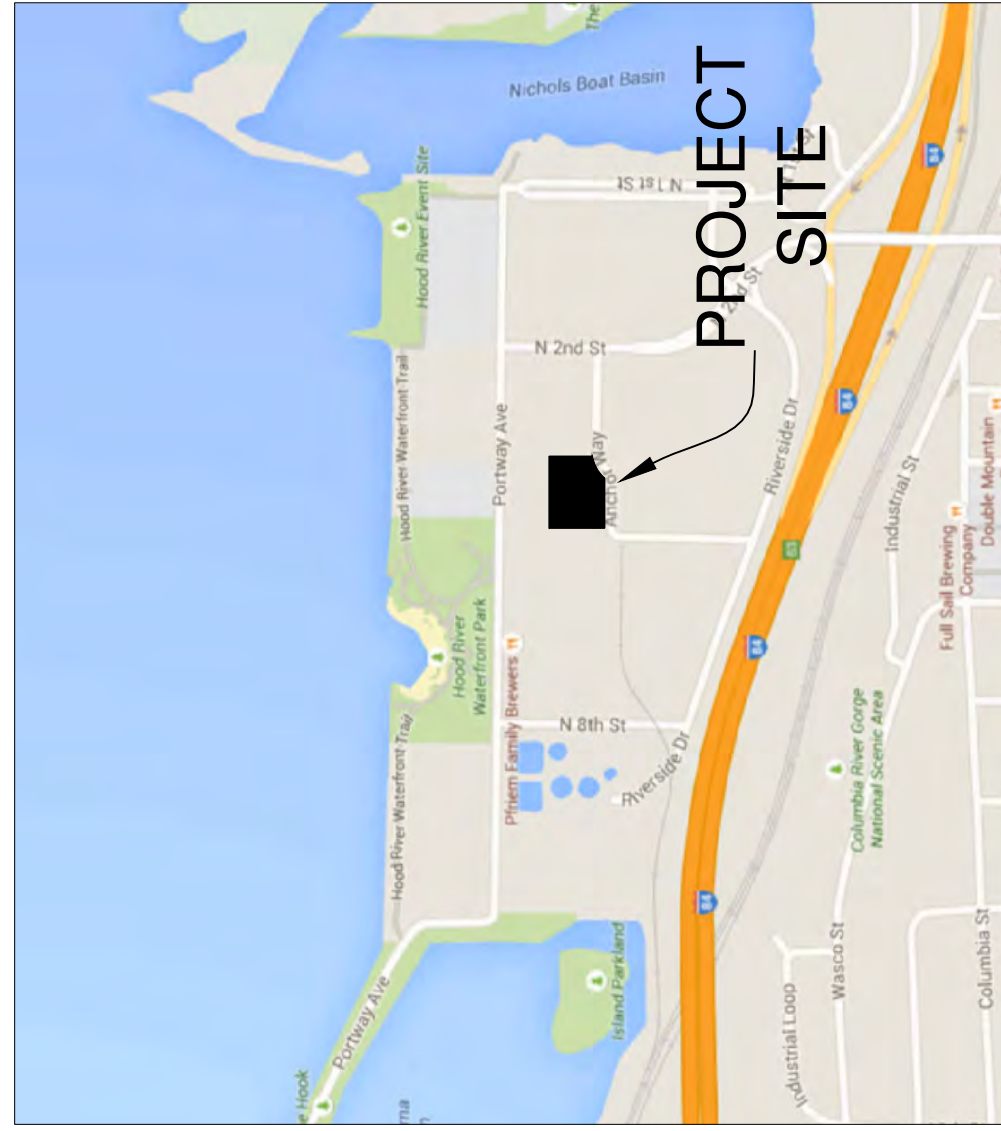
EXISTING CONDITIONS AND DEMOLITION PLAN
 SCALE: 1"=20'

- LEGEND:**
- PROPERTY LINE ——— SS
 - EXISTING CURB ——— S
 - EXISTING SIDEWALK ——— W
 - EXISTING EASEMENTS - - - - -
 - 1' CONTOURS ———
 - 5' CONTOURS ———
 - SAWCUT - - - - -
 - DEMOLITION AREA ———
 - EXISTING TREE [Tree Symbol]
 - EXISTING SEWER ——— SS
 - EXISTING MANHOLE (S)
 - EXISTING WATER ——— W
 - EXISTING HYDRANT [Hydrant Symbol]
 - EXISTING CATCH BASIN [Catch Basin Symbol]
 - EXISTING DRYWELL [Drywell Symbol]
 - EXISTING POWER ——— P
 - EXISTING VAULT [Vault Symbol]
 - EXISTING STORMWATER DRAIN ——— SD

EROSION AND SEDIMENT CONTROL PLANS COVER SHEET



SITE MAP
NOT TO SCALE



STANDARD EROSION AND SEDIMENT CONTROL PLAN DRAWING NOTES:

- ALL PERMIT REGISTRANTS MUST IMPLEMENT THE ESCP. FAILURE TO IMPLEMENT ANY OF THE CONTROL MEASURES OR PRACTICES DESCRIBED IN THE ESCP IS A VIOLATION OF THE PERMIT.
- THE ESCP MEASURES SHOWN ON THIS PLAN ARE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, UPGRADE THESE MEASURES AS NEEDED TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL EROSION AND SEDIMENT CONTROL REGULATIONS. (SCHEDULE A.8.c.i.(1)(c))
- SUBMISSION OF ALL ESCP REVISIONS IS NOT REQUIRED. SUBMITTAL OF THE ESCP REVISIONS IS ONLY UNDER SPECIFIC CONDITIONS. SUBMIT ALL NECESSARY REVISIONS TO DEQ OR AGENT.
- PHASE CLEARING AND GRADING TO THE MAXIMUM EXTENT PRACTICAL TO PREVENT EXPOSED INACTIVE AREAS FROM BECOMING A SOURCE OF EROSION. (SCHEDULE A.8.c.i.(1)(d))
- IDENTIFY, MARK, AND PROTECT (BY FENCING OFF OR OTHER MEANS) CRITICAL RIPARIAN AREAS AND VEGETATION INCLUDING IMPORTANT TREES AND ASSOCIATED ROOTING ZONES, AND VEGETATION AREAS TO BE PRESERVED. IDENTIFY VEGETATIVE BUFFER ZONES BETWEEN THE SITE AND SENSITIVE AREAS (E.G., WETLANDS), AND OTHER AREAS TO BE PRESERVED, ESPECIALLY IN PERIMETER AREAS. (SCHEDULE A.8.c.i.(1) & (2))
- RE-VEGETATE OPEN AREAS WHEN PRACTICABLE BEFORE AND AFTER GRADING OR CONSTRUCTION. IDENTIFY THE TYPE OF VEGETATIVE SEED MIX USED. (SCHEDULE A.7.b.ii.(1) AND A.7.b.ii.(3))
- EROSION AND SEDIMENT CONTROL MEASURES INCLUDING PERIMETER SEDIMENT CONTROL MUST BE IN PLACE BEFORE VEGETATION IS DISTURBED AND MUST REMAIN IN PLACE AND BE MAINTAINED, REPAIRED, AND PROMPTLY IMPLEMENTED FOLLOWING PROCEDURES ESTABLISHED FOR THE DURATION OF CONSTRUCTION, INCLUDING PROTECTION FOR ACTIVE STORM DRAIN INLETS AND CATCH BASINS AND APPROPRIATE NON-STORMWATER POLLUTION CONTROLS. (SCHEDULE A.7.d) ESTABLISH CONCRETE TRUCK AND OTHER CONCRETE EQUIPMENT WASHOUT AREAS BEFORE BEGINNING CONCRETE WORK. (SCHEDULE A.8.c.i.(6))
- APPLY TEMPORARY AND/OR PERMANENT SOIL STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS AS GRADING PROGRESSES AND FOR ALL ROADWAYS INCLUDING GRAVEL ROADWAYS. (SCHEDULE A.8.c.i.(2))
- ESTABLISH MATERIAL AND WASTE STORAGE AREAS, AND OTHER NON-STORMWATER CONTROLS. PREVENT TRACKING OF SEDIMENT ONTO PUBLIC OR PRIVATE ROADS USING BMPs SUCH AS: GRAVELLED (OR PAVED) EXITS AND PARKING AREAS; GRAVEL ALL UNPAVED ROADS LOCATED ON-SITE, OR USE AN EXIT TIRE WASH. THESE BMPs MUST BE IN PLACE PRIOR TO LAND-DISTURBING ACTIVITIES. (SCHEDULE A.7.ii.(1) AND A.8.c.i.(4))
- WHEN TRUCKING SATURATED SOILS FROM THE SITE, EITHER USE WATER-TIGHT TRUCKS OR DRAIN LOADS ON SITE. (SCHEDULE A.7.d.ii.(3))
- USE BMPs TO PREVENT FUELING, STORMWATER EXPOSURE TO POLLUTANTS FROM SPILLS, MAINTENANCE ACTIVITIES, AND WASTE HANDLING ACTIVITIES. THESE POLLUTANTS INCLUDE FUEL, HYDRAULIC FLUID, AND OTHER OILS FROM VEHICLES AND MACHINERY, AS WELL AS DEBRIS, LEFTOVER PAINTS, SOLVENTS, AND GLUES FROM CONSTRUCTION OPERATIONS. (SCHEDULE A.7.e.i.(2))
- IMPLEMENT THE FOLLOWING BMPs WHEN APPLICABLE: WRITTEN SPILL PREVENTION AND RESPONSE PROCEDURES; EMPLOYEE TRAINING ON SPILL PREVENTION AND PROPER DISPOSAL OF SPILLS; PROPER FUELING AND STORAGE PRACTICES; PROPER STORAGE OF FUELS AND MACHINERY MATERIAL DELIVERY AND STORAGE CONTROL; TRAINING AND SIGNAGE; AND COVERED STORAGE AREAS FOR WASTE AND SUPPLIES. (SCHEDULE A.7.e.ii)
- USE WATER, SOIL-BINDING AGENT OR OTHER DUST CONTROL TECHNIQUE AS NEEDED TO AVOID WIND-BLOWN SOIL. (SCHEDULE A.7.b.ii)
- THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS TO MINIMIZE NUTRIENT RELEASES TO SURFACE WATERS. EXERCISE CAUTION WHEN USING TIME-RELEASE FERTILIZERS WITHIN ANY WATERWAY RIPARIAN ZONE.
- IF A STORMWATER TREATMENT SYSTEM (FOR EXAMPLE, ELECTRO-COAGULATION, FLOCCULATION, FILTRATION, ETC.) FOR SEDIMENT OR OTHER POLLUTANT REMOVAL IS EMPLOYED, SUBMIT AN OPERATION AND MAINTENANCE PLAN (INCLUDING SYSTEM SCHEMATIC, LOCATION OF SYSTEM, LOCATION OF INLET, LOCATION OF DISCHARGE, DISCHARGE DISPERSION DEVICE DESIGN, AND A SAMPLING PLAN AND FREQUENCY) BEFORE OPERATING THE TREATMENT SYSTEM. OBTAIN PLAN APPROVAL BEFORE OPERATING THE TREATMENT SYSTEM. OPERATE AND MAINTAIN THE TREATMENT SYSTEM THROUGHOUT THE CONSTRUCTION PERIOD. (SCHEDULE A.8.c.i.(4))
- TEMPORARILY STABILIZE SOILS AT THE END OF THE SHIFT BEFORE HOLIDAYS AND WEEKENDS. IF NEEDED, THE REGISTRANT IS RESPONSIBLE FOR ENSURING THAT SOILS ARE STABLE DURING RAIN EVENTS AT ALL TIMES OF THE YEAR. (SCHEDULE A.7.b)
- AT THE END OF EACH WORKDAY SOIL STOCKPILES MUST BE STABILIZED OR COVERED, OR OTHER BMPs MUST BE IMPLEMENTED TO PREVENT DISCHARGES TO SURFACE WATERS OR CONVEYANCE SYSTEMS LEADING TO SURFACE WATERS. (SCHEDULE A.7.e.ii.(2))
- CONSTRUCTION ACTIVITIES MUST AVOID OR MINIMIZE EXCAVATION AND CREATION OF BARE SOIL. (SCHEDULE A.7.b)
- SEDIMENT FENCE-REMOVE TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL. (SCHEDULE A.9.c.i)
- OTHER SEDIMENT BARRIERS (SUCH AS BIOBAGS); REMOVE SEDIMENT BEFORE IT REACHES TWO INCHES DEPTH ABOVE GROUND HEIGHT, AND BEFORE BMP REMOVAL. (SCHEDULE A.9.c.ii)
- CATCH BASINS: CLEAN BEFORE RETENTION CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT. SEDIMENT BASINS AND SEDIMENT TRAPS: REMOVE TRAPPED SEDIMENTS BEFORE DESIGN CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT AND AT COMPLETION OF PROJECT. (SCHEDULE A.9.c.iii & A.9.c.iii.b)
- WITHIN 24 HOURS, SIGNIFICANT SEDIMENT THAT HAS LEFT THE CONSTRUCTION SITE, MUST BE REMEDIATED. INVESTIGATE THE CAUSE OF THE SEDIMENT RELEASE AND IMPLEMENT STEPS TO PREVENT A RECURRENT OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DIVISION OF STATE LANDS REQUIRED TIMEFRAME. (SCHEDULE A.9.b.i)
- THE INTENTIONAL WASHING OF SEDIMENT INTO STORM SEWERS OR DRAINAGE WAYS MUST NOT BE ALLOWED. (SCHEDULE A.9.b.ii)
- RELEASED SEDIMENTS (SCHEDULE A.9.b.iii)
- THE ENTIRE SITE MUST BE TEMPORARILY STABILIZED USING VEGETATION OR A HEAVY MULCH LAYER, TEMPORARY SEEDING, OR OTHER METHOD SHOULD ALL CONSTRUCTION ACTIVITIES CEASE FOR 30 DAYS OR MORE. (SCHEDULE A.7.ii)
- PROVIDE TEMPORARY STABILIZATION FOR THAT PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES CEASE FOR 14 DAYS OR MORE WITH A COVERING OF BLOWN STRAW AND A JACKPAPER, OR OTHER COVERING OF COMPOST MULCH UNTIL WORK RESUMES ON THAT PORTION OF THE SITE. (SCHEDULE A.7.ii)
- TEMPORARY PERMANENT EROSION CONTROL MEASURES ON ALL EXPOSED AREAS. DO NOT REMOVE TEMPORARY SEDIMENT CONTROL PRACTICES UNTIL PERMANENT VEGETATION OR OTHER COVER OF EXPOSED AREAS IS ESTABLISHED. HOWEVER, DO REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AS EXPOSED AREAS BECOME STABILIZED, UNLESS DOING SO CONFLICTS WITH LOCAL REQUIREMENTS. PROPERLY DISPOSE OF CONSTRUCTION MATERIALS AND WASTE, INCLUDING SEDIMENT RETAINED BY TEMPORARY BMPs. (SCHEDULE A.9.ii.(2) AND A.9.c.iii)
- RECORD THE INSPECTIONS AND OBSERVATIONS IN A LOG THAT IS ON SITE. (SCHEDULE B.19(1))
- ALL ESCP CONTROLS AND PRACTICES MUST BE INSPECTED VISUALLY ONCE TO ENSURE THAT BMPs ARE IN WORKING ORDER PRIOR TO THE SITE BECOMING INACTIVE OR IN ANTICIPATION OF SITE INACCESSIBILITY AND MUST BE INSPECTED VISUALLY ONCE EVERY TWO (2) WEEKS DURING INACTIVE PERIODS GREATER THAN SEVEN (7) CONSECUTIVE CALENDAR DAYS. (SCHEDULE B.1.b.(2))
- IF PRACTICAL, INSPECTIONS MUST OCCUR DAILY AT A RELEVANT AND ACCESSIBLE DISCHARGE POINT OR DOWNSTREAM LOCATION DURING PERIODS IN WHICH THE SITE IS INACCESSIBLE DUE TO INCLEMENT WEATHER. (SCHEDULE B.1.b.(4))

BMP MATRIX FOR CONSTRUCTION PHASES

REFER TO DEQ GUIDANCE MANUAL FOR A COMPREHENSIVE LIST OF AVAILABLE BMPs.

BMP	YEAR:	MONTH:	2015	X
EROSION PREVENTION				
PRESERVE NATURAL VEGETATION				
GROUND COVER				
PLASTIC SHEETINGS			**X	
MATING				
DUST CONTROL				
TEMPORARY PERMANENT SEEDING				
OTHER				
SEDIMENT CONTROL				
SEDIMENT FENCE (PERIMETER)			**X	
SEDIMENT FENCE (INTERIOR)				
STRAW MATS				
INLET PROTECTION			**X	
DEWATERING				
SEDIMENT TRAP				
OTHER				
CONSTRUCTION ENTRANCE			**X	
PIPE SLOPE DRAIN				
OUTLET PROTECTION				
SURFACE ROUGHENING				
CHECK DAMS				
OTHER				
POLLUTION REDUCTION				
PROPER SIGNAGE				
TRAFFIC MANAGEMENT				
SPILL KIT ON-SITE				
CONCRETE WASHOUT AREA			**X	
OTHER				

** SIGNIFIES BMP THAT WILL BE INSTALLED PRIOR TO ANY GROUND DISTURBING ACTIVITY.

RATIONALE STATEMENT

A COMPREHENSIVE LIST OF AVAILABLE BEST MANAGEMENT PRACTICES (BMP) OPTIONS BASED ON DEQ'S GUIDANCE MANUAL HAS BEEN REVIEWED TO COMPLETE THIS EROSION AND SEDIMENT CONTROL PLAN. SOME OF THE ABOVE LISTED BMPs WERE NOT CHOSEN BECAUSE THEY WERE DETERMINED TO NOT EFFECTIVELY MANAGE EROSION PREVENTION AND SEDIMENT CONTROL FOR THIS PROJECT BASED ON SPECIFIC SITE CONDITIONS, INCLUDING SOIL CONDITIONS, TOPOGRAPHIC CONSTRAINTS, ACCESSIBILITY TO THE SITE, AND OTHER RELATED CONDITIONS, AS THE PROJECT PROGRESSES AND THERE IS A NEED TO REVISE THE ESC PLAN, AN ACTION PLAN WILL BE SUBMITTED.

SHEET INDEX

EROSION AND SEDIMENT CONTROL PLANS

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- C-06 UTILITY PLAN
- C-07 GRADING AND DRAINAGE PLAN
- C-08 DETAILS

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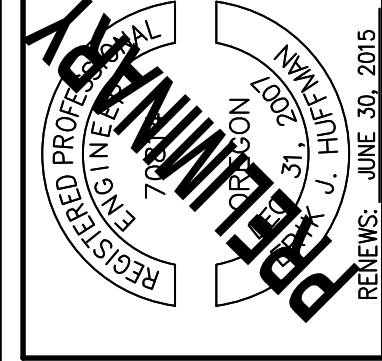
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TURTLE ISLAND FOODS
CONSTRUCTION PLANS
ESCP COVER SHEET
HOOD RIVER COUNTY, OREGON



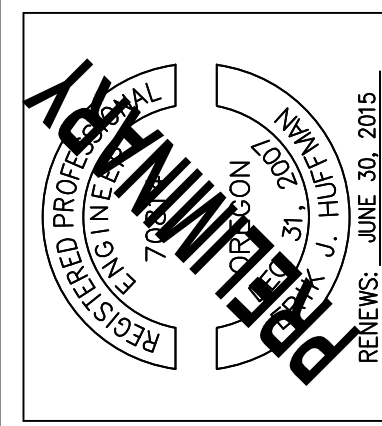
REVISIONS:

1		
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(541) 533-3140
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SCALE: N/A
FILE: 0-08
DATE: 5/08/2015

VERIFY SCALES
0 1" = BAR EQUALS ONE INCH ON ORIGINAL DRAWING
SHEET: C-03
PROJECT NO: 13741



REVISIONS: JUNE 30, 2015

TURTLE ISLAND FOODS CONSTRUCTION PLANS EROSION CONTROL PLAN



REVISIONS:

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DRAWN BY: E.J.H.
SCALE: 1"=30'
FILE: C-04
DATE: 5/08/2015

VERIFY SCALES
0 1"
BAR EQUALS ONE INCH
ON ORIGINAL DRAWING

SHEET: **C-04**

PROJECT NO: 13741

GRADING & UTILITY EROSION & SEDIMENT CONSTRUCTION NOTES

- TEMPORARY STABILIZATION MEASURES SHALL INCLUDE: COVERING EXPOSED SOIL WITH PLASTIC SHEETING, STRAW MULCHING, WOOD CHIPS, OR OTHER APPROVED MEASURES.
- STOCKPILES SHALL BE COVERED WITH PLASTIC SHEETING AND CONFIGURATION REQUIRED AROUND THE PERIMETER OF THE STOCKPILE.
- AREAS SUBJECT TO WIND EROSION SHALL USE APPROPRIATE DUST CONTROL MEASURES INCLUDING THE APPLICATION OF A FINE SPRAY OF WATER, PLASTIC SHEETING, STRAW MULCHING OR OTHER APPROVED MEASURES.
- CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED THROUGHOUT THE PROJECT. ENTRANCES SHALL BE LIMITED TO ONE PER SITE AND NOT EXCEED 10 FEET IN LENGTH. ENTRANCES SHALL BE LIMITED TO FIVE WASHES, STREET SWEEPING AND VACUUMING (REQUIRED TO INSURE ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT).
- ACTIVE INLETS TO STORM WATER SYSTEMS SHALL BE PROTECTED THROUGH THE USE OF APPROVED INLET PROTECTION MEASURES. ALL INLET PROTECTION MEASURES ARE TO BE REGULARLY INSPECTED AND MAINTAINED AS NEEDED.
- SATURATED MATERIALS THAT ARE HAILED OFF SITE MUST BE TRANSPORTED IN WATER-TIGHT TRUCKS TO ELIMINATE SPILLAGE OF SEDIMENT AND SEDIMENT-LADEN WATER.
- AN AREA SHALL BE PROVIDED FOR THE WASHING OUT OF CONCRETE TRUCKS IN A LOCATION THAT DOES NOT PROVIDE RUN-OFF THAT CAN ENTER THE STORM WATER SYSTEM. IF THE CONCRETE WASH-OUT AREA CAN NOT BE CONSTRUCTED GREATER THAN 50' FROM ANY DISCHARGE POINT, WASH-OUT AREAS SHALL BE PROVIDED AS BERM OR STRAW MULCH. THE WASH-OUT AREA SHALL BE LIMITED TO 1000 GALLONS OF CONCRETE WASH-OUT. THE WASH-OUT AREA SHALL BE LIMITED TO 80% OF CAPACITY. THE CONCRETE WASH-OUT STATION MUST BE LINED. SEE DETAILS.
- SWEEPINGS FROM EXPOSED AGGREGATE CONCRETE SHALL NOT BE TRANSFERRED TO THE STORM WATER SYSTEM. SWEEPINGS SHALL BE PICKED UP AND DISPOSED OF IN THE TRASH.
- AVOID PAVING IN WET WEATHER WHEN PAVING CHEMICALS CAN RUN-OFF INTO THE STORM WATER SYSTEM.
- USE BMP'S BERMS, SEDIMENT FENCE AND INLET PROTECTION TO PREVENT RUN-OFF FROM REACHING DISCHARGE POINTS.
- COVER CATCHBASINS, MANHOLES, AND OTHER DISCHARGE POINTS WHEN APPLYING SEAL COAT, TACK COAT, ETC. TO PREVENT INTRODUCING THESE MATERIALS TO THE STORM WATER SYSTEM.
- TEMPORARY OR PERMANENT SEED SHALL BE APPLIED BETWEEN JUNE 1 AND SEPTEMBER 15 TO ENSURE THAT VEGETATION IS ESTABLISHED PRIOR TO "WET WEATHER" PERIOD. SEEDING BETWEEN MARCH 15-MAY 31 AND OCTOBER 1-15 IS ACCEPTABLE IF ADDITIONAL "WET WEATHER" BMP MEASURES ARE APPLIED.
- EXPOSED CUT OR FILL AREAS SHALL BE STABILIZED THROUGH THE USE OF TEMPORARY SEEDING AND MULCHING. EROSION CONTROL BLANKETS OR MATS, MID-SLOPE SEDIMENT FENCES OR OTHER APPROVED EROSION CONTROL MEASURES. SLOPES EXCEEDING 25% MAY REQUIRE ADDITIONAL EROSION CONTROL MEASURES.

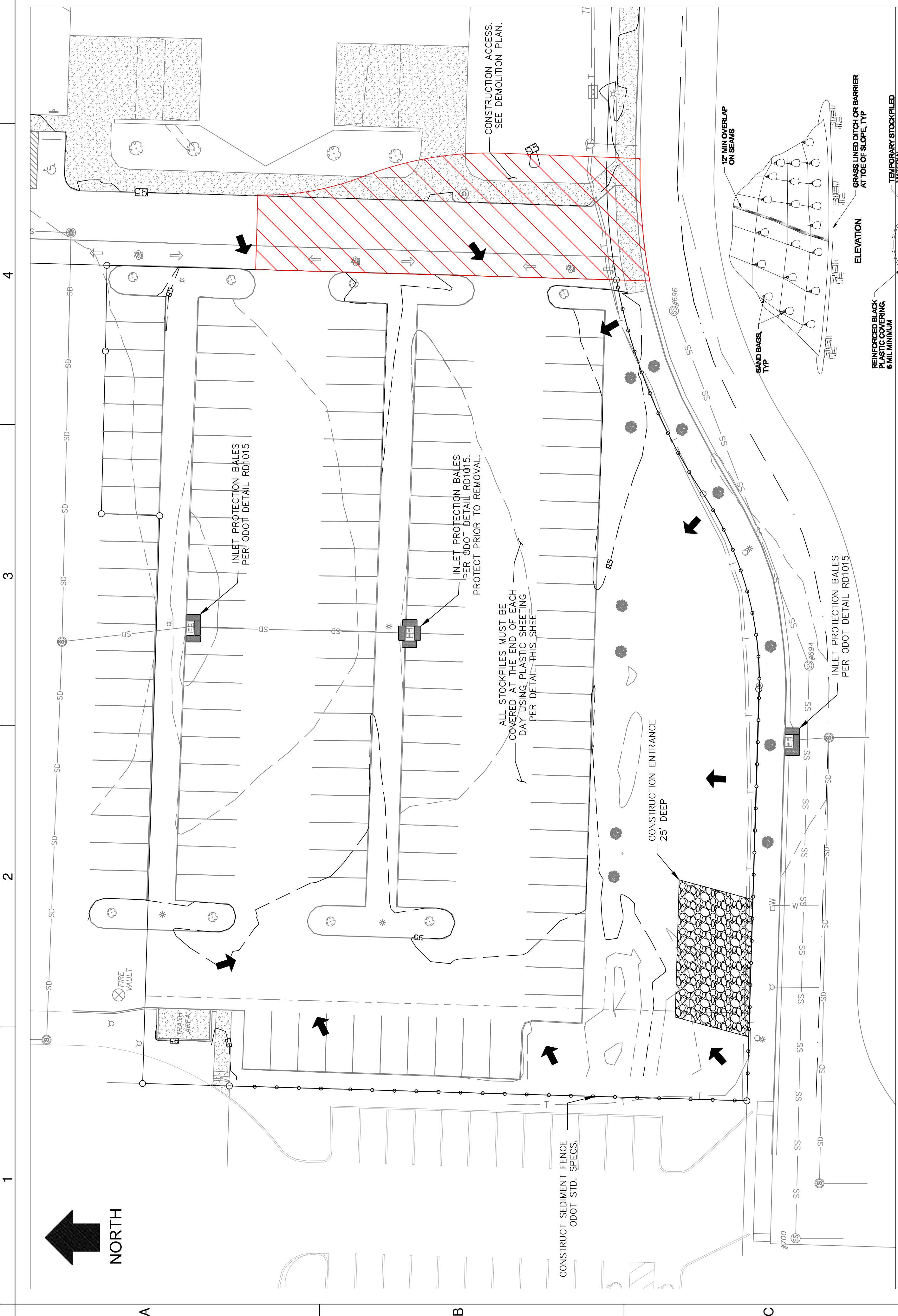
EROSION AND SEDIMENT CONTROL BMP IMPLEMENTATION

- THE STORMWATER FACILITY SHALL BE CONSTRUCTED AND FUNCTIONING PRIOR TO SITE PAVING.
- INLET PROTECTION SHALL BE IN-PLACE IMMEDIATELY FOLLOWING PAVING ACTIVITIES.

PRE-CONSTRUCTION CLEARING, AND DEMOLITION NOTES:

- ALL BASE ESC MEASURES (INLET PROTECTION, PERIMETER SEDIMENT CONTROL, GRAVEL CONSTRUCTION ENTRANCES, ETC.) MUST BE IN PLACE, FUNCTIONAL, AND APPROVED IN AN INITIAL INSPECTION, PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
- SEDIMENT BARRIERS APPROVED FOR USE INCLUDE SEDIMENT FENCE, BERMS CONSTRUCTED OUT OF MULCH, CHIPPINGS, OR OTHER SUITABLE MATERIAL, STRAW MATS, OR OTHER APPROVED MATERIALS.
- SENSITIVE RESOURCES INCLUDING, BUT NOT LIMITED TO, TREES, WETLANDS, AND RIPARIAN PROTECTION AREAS SHALL BE CLEARLY DELINEATED WITH ORANGE CONSTRUCTION FENCING OR CHAIN LINK FENCING IN A MANNER THAT IS CLEARLY VISIBLE TO ANYONE IN THE AREA. NO ACTIVITIES ARE PERMITTED TO OCCUR BEYOND THE CONSTRUCTION BARRIER.
- CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES INCLUDING, BUT NOT LIMITED TO, STREET SWEEPING AND VACUUMING, SHALL BE REQUIRED TO INSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT.
- RUN-ON AND RUN-OFF CONTROLS SHALL BE IN PLACE AND FUNCTIONING PRIOR TO BEGINNING SUBSTANTIAL CONSTRUCTION ACTIVITIES. RUN-ON AND RUN-OFF CONTROL MEASURES INCLUDE: SLOPE DRAINS (WITH OUTLET PROTECTION), CHECK DAMS, SURFACE ROUGHENING, AND BANK STABILIZATION.

THESE EROSION AND SEDIMENT CONTROL PLANS ASSUME "DRY WEATHER" CONSTRUCTION.



EROSION CONTROL PLAN

SCALE: 1"=20'

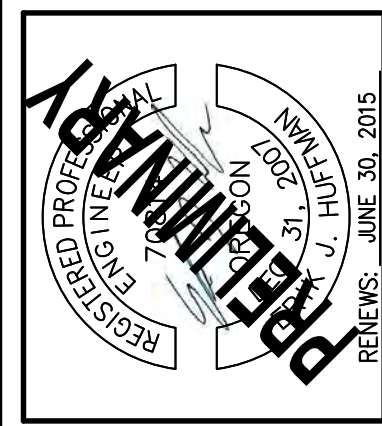
LEGEND:

	PROPERTY LINE		EXISTING SEWER
	EXISTING CURB		EXISTING MANHOLE
	EXISTING SIDEWALK		EXISTING WATER
	EXISTING EASEMENTS		EXISTING HYDRANT
	1' CONTOURS		EXISTING CATCH BASIN
	5' CONTOURS		EXISTING DRYWELL
	SEDIMENT FENCE		EXISTING POWER
	INLET BALE		EXISTING VAULT
	CONSTRUCTION ENTRANCE		
	DRAINAGE FLOW DIRECTION		

NOTES:

- ALL SEAMS SHALL BE TAPED OR WEIGHTED DOWN FULL LENGTH. ALL SEAMS SHALL HAVE A MINIMUM 12" OVERLAP.
- SEAMS PARALLEL TO THE SLOPE CONTOUR SHALL HAVE THE UP HILL SHEET OVERLAP THE DOWN HILL SHEET.
- NO SURFACE RUN-OFF SHALL BE ALLOWED TO RUN UNDER THE PLASTIC COVERING.
- DRAINAGE FROM AREAS COVERED BY REINFORCED PLASTIC SHEETING SHALL BE CONTROLLED SUCH THAT NO RUN-OFF OCCURS DIRECTLY ONTO UNCONTROLLED DISTURBED AREAS OF THE CONSTRUCTION SITE.
- PROVIDE GRASS LINED DITCH OR BARRIER AT TOE OF SLOPE AS REQUIRED BY CITY ENGINEER.
- COVERING SHALL BE MAINTAINED TIGHTLY IN PLACE BY USING SANDBAGS OR TREES ON ROPES WITH A MAXIMUM 10' GRID SPACING IN ALL DIRECTIONS.

TEMP. PLASTIC SHEETING
NOT TO SCALE



REVISIONS: JUNE 30, 2015
PRELIMINARY
 HOOD RIVER COUNTY, OREGON
TURTLE ISLAND FOODS
CONSTRUCTION PLANS
SITE PLAN



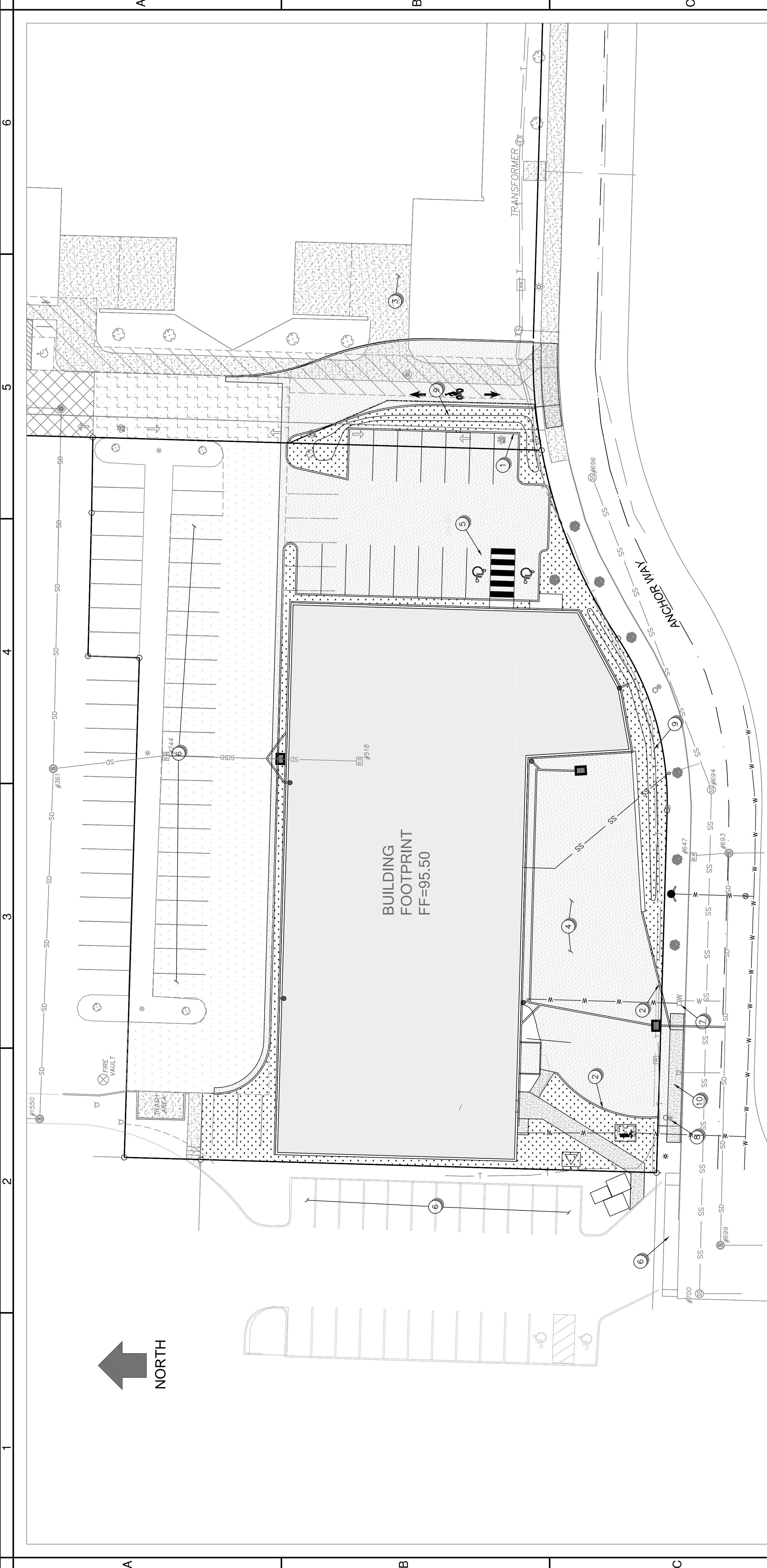
REVISIONS:

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BECON
 CIVIL ENGINEERING & LAND SURVEYING
 649 SW MILL VIEW WAY
 SUITE 105
 BEND, OREGON 9702
 (541) 633-3140
 www.becconeng.com

DESIGNED BY: E.J.H.
 DRAWN BY: E.J.H.
 SCALE: 1"=20'
 FILE: C-05
 DATE: 5/08/2015

SHEET: **C-05**
 PROJECT NO: 13741



LEGEND:

- PROPOSED CONCRETE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED LANDSCAPING/ DRAINAGE SWALE
- PROPOSED CURB
- EXISTING AND PROPOSED CATCH BASINS
- PROPOSED STORM PIPE
- EXISTING STORM PIPE
- PROPOSED CONTOUR
- EXISTING CONTOUR
- WATERLINE AND HYDRANT
- STREET LIGHT
- DOWNSPOUT

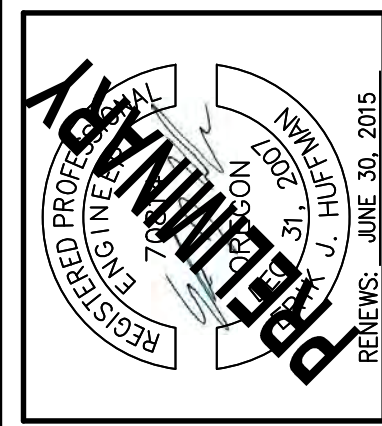
SITE AND ROADWAY NOTES

1. CONSTRUCT EXTRUDED CURB PER CITY STDS. AND SPECS.
2. CONSTRUCT VERTICAL CURB - PER CITY STDS. AND SPECS.
3. CONSTRUCT ASPHALT CONCRETE FOR PARKING AREA 3/6-IN ROCK
4. CONSTRUCT ASPHALT CONCRETE FOR TRUCK AREA 3/11-IN ROCK
5. ADA PARKING 2% MAX GRADE ANY DIRECTION
6. EXISTING TO REMAIN - PROTECT IN PLACE
7. RELOCATE EXISTING FIRE HYDRANT
8. RELOCATE EXISTING STREET LIGHT
9. RIVER ROCK SWALE - TYPICAL. SEE DETAILS.
10. CONSTRUCT COMMERCIAL DRIVEWAY PER STDS. AND SPECS.

SITE DATA - TL129

- PARCEL 1, HOOD RIVER COUNTY
- PARTITION PLAT 2012-05P
- EXISTING TOTAL LOT AREA = 51,738 SF
- EXISTING IMPERVIOUS AREA = 33,255 SF
- PROPOSED LOT AREA = 52,958 SF
- PROPOSED IMPERVIOUS AREA = 45,186 SF

SITE PLAN
 SCALE: 1"=20'



REVISIONS: JUNE 30, 2015

TURTLE ISLAND FOODS
CONSTRUCTION PLANS
UTILITY PLAN

HOOD RIVER COUNTY, OREGON

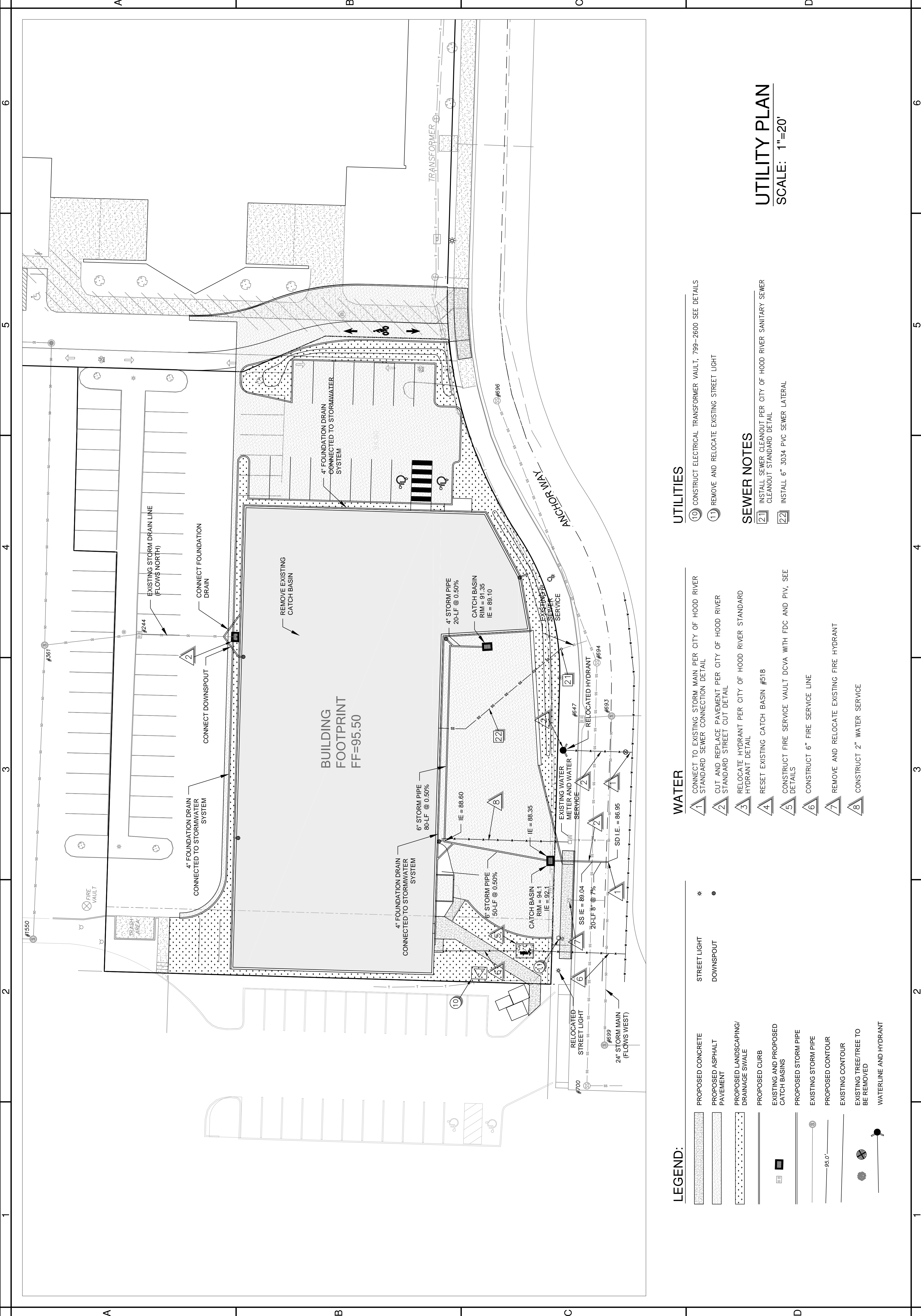


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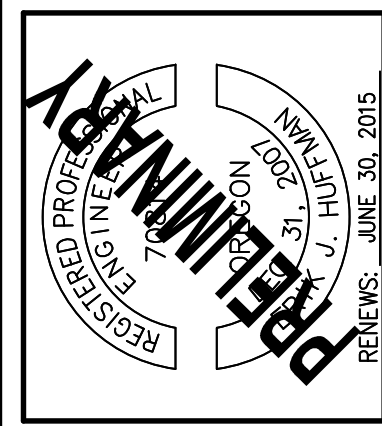
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BEND, OREGON 97702
(541) 633-3140
www.becconeng.com

DESIGNED BY: E.J.H.
DRAWN BY: E.J.H.
SCALE: 1"=20'
FILE: C-06
DATE: 5/08/2015

VERIFY SCALES: 0 1"
BAR EQUALS ONE INCH ON ORIGINAL DRAWING
SHEET: **C-06**
PROJECT NO.: 13741



- LEGEND:**
- PROPOSED CONCRETE
 - PROPOSED ASPHALT PAVEMENT
 - PROPOSED LANDSCAPING/ DRAINAGE SWALE
 - PROPOSED CURB
 - EXISTING AND PROPOSED CATCH BASINS
 - PROPOSED STORM PIPE
 - EXISTING STORM PIPE
 - PROPOSED CONTOUR
 - EXISTING CONTOUR
 - EXISTING TREE/TREE TO BE REMOVED
 - WATERLINE AND HYDRANT
 - STREET LIGHT
 - DOWNSPOUT
- UTILITIES**
- 10 CONSTRUCT ELECTRICAL TRANSFORMER VAULT, 799-2600 SEE DETAILS
 - 11 REMOVE AND RELOCATE EXISTING STREET LIGHT
- SEWER NOTES**
- 21 INSTALL SEWER CLEANOUT PER CITY OF HOOD RIVER SANITARY SEWER CLEANOUT STANDARD DETAIL
 - 22 INSTALL 6" 3034 PVC SEWER LATERAL
- WATER**
- 1 CONNECT TO EXISTING STORM MAIN PER CITY OF HOOD RIVER STANDARD SEWER CONNECTION DETAIL
 - 2 CUT AND REPLACE PAVEMENT PER CITY OF HOOD RIVER STANDARD STREET CUT DETAIL
 - 3 RELOCATE HYDRANT PER CITY OF HOOD RIVER STANDARD HYDRANT DETAIL
 - 4 RESET EXISTING CATCH BASIN #518
 - 5 CONSTRUCT FIRE SERVICE VAULT DCVA WITH FDC AND PIV, SEE DETAILS
 - 6 CONSTRUCT 6" FIRE SERVICE LINE
 - 7 REMOVE AND RELOCATE EXISTING FIRE HYDRANT
 - 8 CONSTRUCT 2" WATER SERVICE
- UTILITY PLAN**
SCALE: 1"=20'



TURTLE ISLAND FOODS
CONSTRUCTION PLANS
GRADING & DRAINAGE PLAN
 HOOD RIVER COUNTY, OREGON



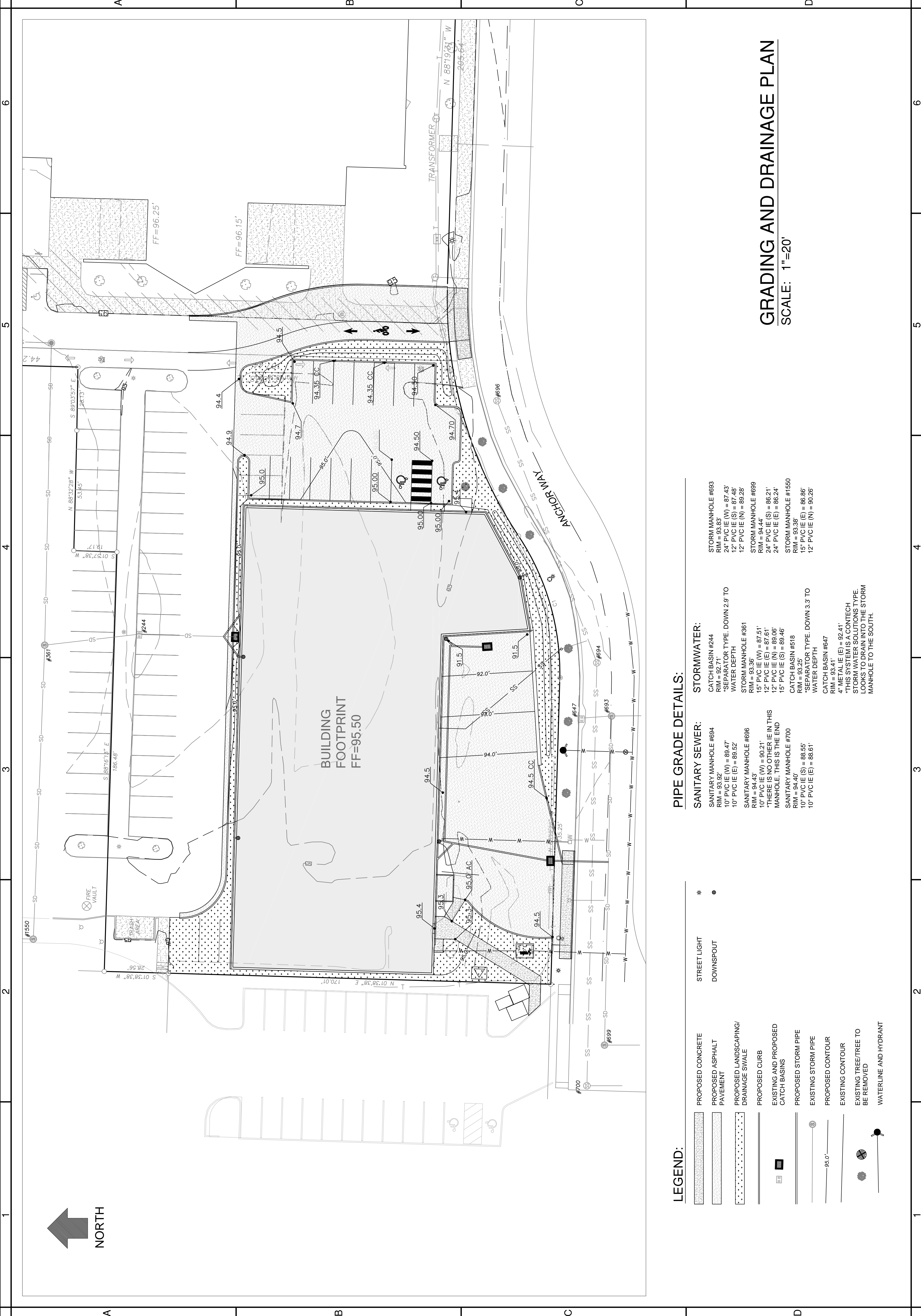
REVISIONS:

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DESIGNED BY: E.J.H.
 DRAWN BY: E.J.H.
 SCALE: 1"=20'
 FILE: C-07
 DATE: 5/08/2015

SHEET: **C-07**
 PROJECT NO: 13741



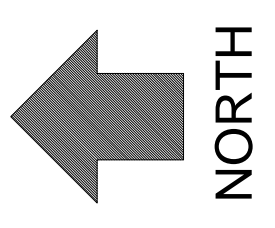
PIPE GRADE DETAILS:

- | | | |
|---|---|--|
| <p>SANITARY SEWER:</p> <ul style="list-style-type: none"> SANITARY MANHOLE #684
RIM = 93.92'
10" PVC IE (W) = 89.47'
10" PVC IE (E) = 89.52' SANITARY MANHOLE #686
RIM = 94.43'
10" PVC IE (W) = 90.21'
10" PVC IE (E) = 87.61'
*THERE IS NO OTHER IE IN THIS MANHOLE. THIS IS THE END SANITARY MANHOLE #700
RIM = 94.40'
10" PVC IE (S) = 88.55'
10" PVC IE (E) = 88.61' | <p>STORMWATER:</p> <ul style="list-style-type: none"> CATCH BASIN #244
RIM = 92.71'
*SEPARATOR TYPE, DOWN 2.9' TO WATER DEPTH STORM MANHOLE #361
RIM = 93.26'
15" PVC IE (W) = 87.51'
12" PVC IE (E) = 87.61'
12" PVC IE (N) = 89.06'
15" PVC IE (S) = 89.46' CATCH BASIN #518
RIM = 93.25'
*SEPARATOR TYPE, DOWN 3.3' TO WATER DEPTH CATCH BASIN #647
RIM = 93.41'
4" METAL IE (E) = 92.41'
*THIS SYSTEM IS A CONTECH STORM WATER SOLUTIONS TYPE. LOOKS TO DRAIN INTO THE STORM MANHOLE TO THE SOUTH. | <ul style="list-style-type: none"> STORM MANHOLE #683
RIM = 93.83'
24" PVC IE (W) = 87.43'
12" PVC IE (S) = 87.48'
12" PVC IE (N) = 89.28' STORM MANHOLE #699
RIM = 94.44'
24" PVC IE (S) = 86.21'
24" PVC IE (E) = 86.24' STORM MANHOLE #1550
RIM = 93.38'
15" PVC IE (E) = 86.86'
12" PVC IE (N) = 90.26' |
|---|---|--|

LEGEND:

- PROPOSED CONCRETE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED LANDSCAPING/ DRAINAGE SWALE
- PROPOSED CURB
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- EXISTING TREE/TREE TO BE REMOVED
- WATERLINE AND HYDRANT
- STREET LIGHT
- DOWNSPOUT

GRADING AND DRAINAGE PLAN
 SCALE: 1"=20'



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Commission Memo



Prepared by: Fred Kowell
Date: June 16, 2015
Re: Financing Approval for Hanel Purchase

Although some of the numbers are still being worked out, the financing is moving forward. Since the close for Hanel will occur on July 6th, staff will need authority to sign the financing agreements with the State of Oregon, Business Development Department, Infrastructure Financing Authority. I have applied for a loan in the amount of \$1,800,000. The financing for the Hanel transaction is as follows:

	<u>Amount</u>	<u>Funding Mechanism</u>
Purchase Price	\$ 775,000	Expo Center Sale
Environmental Work	250,000	DEQ Reimbursable Grant
Development Work	300,000	Loan
Construction	1,500,000	Loan
	<u>\$ 2,825,000</u>	

The loan will “ultimately” be used to pay for the development and construction work at the site, but during the interim period (July-October) will be used to pay for the purchase and environmental work. The sale of the Expo Center will replenish the funding as well as the DEQ reimbursable grant.

The terms of the financing are still being worked out but should be close to 3.51% with a twenty year amortization, with interest only during construction. We will be paying off this loan from the sale of some of the parcels that will be developed.

RECOMMENDATION: Authorize the Executive Director to sign the financing agreement with the State of Oregon Infrastructure Financing Authority not to exceed \$1,800,000.

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Commission Memo



Prepared by: Fred Kowell
Date: June 16, 2015
Re: Budget Resolution Transfer

Usually towards the close of a fiscal year, an organization will adjust its budget to reflect changes that have occurred since the adoption of the budget. These changes are reflected between major cost categories (objects) that are defined in our Adopted Budget as Personnel Services, Materials & Services, Capital Outlay and Debt Service. This budget resolution takes into account the changes between cost categories and between asset centers (ie. Bridge, Marina, Airport, etc.).

For this to be a Budget Resolution Transfer, the overall budget appropriation level must **not** change. That is the case here. Only budgetary expenses will be transferred from one cost category to another or within a cost category.

It should be noted that in preparing the Adopted Budget for FY 2014-15, I used the previous year's activity to guide me in what to budget for the coming year as well as what was anticipated to occur during the next fiscal year, at the time of budget preparation. Although this is common practice, it does not account for something unexpected.

The primary changes in this Budget Resolution Transfer are as follows:

- Appropriation changes occurred between CIP and Materials & Services largely because of items that were originally budgeted in CIP but does not meet the capitalization threshold or policy when the costs were incurred. So the funding was budgeted and appropriated but a budget transfer must occur to cover where the cost will ultimately be recorded.
- Transfer appropriation from the CIP category for higher utility, taxes and maintenance costs as was the situation with the Halyard building. The utility costs were reimbursed creating a favorable variance on the revenue side. There were some assets that needed more M&S appropriation due to maintenance activity during the year.
- Personnel Services will see a slight increase in appropriation for two assets due to higher labor costs incurred than the budget reflected.
- CIP appropriation was increased for the Marina as the Boathouse dock work was extended into this year more than originally anticipated.

- CIP appropriation was transferred from the Maritime Building to the Expo Center M&S for costs not budgeted for due to deferred sale. Maritime did not incur the building improvements as anticipated in the budget, thus the unspent appropriation.
- Overall, this Budget Resolution Transfer is a zero impact to the overall appropriation for the Port.

RECOMMENDATION: Approve a Budget Resolution Transfer as depicted in Resolution No. 2014-15-5 for the FY 2014-15 as presented with the attached documents.

Resolution No. 2014-15-5

Resolution Transfer

BE IT RESOLVED that the Board of Commissioners of the Port of Hood River hereby approves the Budget Transfers for the fiscal year ended June 30, 2015 as presented below and discussed before the Board.

Transfer of Appropriations between Cost Categories

<u>General Fund</u>	Adopted Budget	Revised Budget	Change Increase (Decrease)
<u>Resources</u>			
Property Taxes	\$ 59,101	\$ 59,101	\$ -
Transfers from Revenue Fund	339,869	339,869	\$ -
<i>Total</i>	\$ 398,970	\$ 398,970	\$ -
<u>Appropriations</u>			
Personnel Services	\$ 69,595	\$ 69,595	\$ -
Materials & Services	329,375	329,375	-
<i>Total</i>	\$ 398,970	\$ 398,970	\$ -
<u>Revenue Fund</u>			
<u>Appropriations</u>			
Personnel Services	\$ 1,763,577	\$ 1,766,577	\$ 3,000
Materials & Services	1,915,140	2,068,640	153,500
Capital Outlay	3,810,012	3,653,012	(157,000)
Debt Service	234,896	235,396	500
Transfers	2,259,364	2,259,364	-
Contingency	500,000	500,000	-
<i>Total</i>	\$ 10,482,989	\$ 10,482,989	\$ -
<u>Bridge Repair & Replacement Fund</u>			
<u>Resources</u>			
Transfers from Revenue Fund	\$ 1,919,494	\$ 1,919,494	\$ -
<u>Appropriations</u>			
Personnel Services	\$ 20,511	\$ 20,511	\$ -
Materials & Services	44,661	59,661	15,000
Capital Outlay	630,000	614,500	(15,500)
Debt Service	724,322	724,822	500
Contingency	500,000	500,000	-
<i>Total</i>	\$ 1,919,494	\$ 1,919,494	\$ -
<i>Total Appropriations</i>	\$ 12,801,453	\$ 12,801,453	\$ -

ADOPTED BY THE BOARD OF COMMISSIONERS this 16th day of June, 2015.

Rich McBride

Brian Shortt

Jon Davies

Hoby Streich

Fred Duckwall

PORT OF HOOD RIVER
BUDGET ADJUSTMENTS BETWEEN MAJOR COST OBJECTS
SCHEDULE OF EXPENDITURES AND CHANGES TO APPROPRIATION
FOR THE FY 2014-15

Cost Center	Personnel Services		Materials & Services		Capital Outlay		Debt Service		Increase/ (Decrease) to Adopted Budget	Notes
	Adopted	Revised	Adopted	Revised	Adopted	Revised	Adopted	Revised		
REVENUE FUND										
Toll Bridge	737,749	737,749	400,951	425,951	105,800	80,800	-	-	-	1
Industrial Facilities										
Big 7	39,015	40,015	128,625	155,625	107,000	11,000	-	-	(68,000)	2
Jensen Property	59,239	59,239	190,657	190,657	110,000	105,000	-	145,000	(5,000)	3
Maritime Building	30,932	30,932	96,042	96,042	35,000	7,000	-	-	(28,000)	4
Halyard Building	54,363	54,363	127,852	175,852	17,000	22,000	20,796	-	53,000	3,4
Expo Center	12,364	12,364	4,145	72,145	-	-	-	-	68,000	2
Timber Incubator Bldg	29,181	29,181	28,498	28,498	43,000	23,000	9,115	-	(20,000)	4
Wasco Bldg	48,668	48,668	82,009	98,009	30,000	14,000	-	-	-	4
New Site	12,000	12,000	48,000	48,000	915,000	915,000	31,087	-	-	5
	285,762	286,762	705,828	864,828	1,257,000	1,097,000	137,950	145,000	24,215	
Commercial Facilities										
State (DMV) Office Bldg.	20,857	20,857	24,453	24,453	44,845	44,845	-	-	-	
Marina Office Building	32,999	32,999	33,782	33,782	57,090	57,090	-	-	-	
Port Office Building	17,257	17,257	14,250	16,250	15,000	13,000	6,683	-	-	6
	71,113	71,113	72,485	74,485	116,935	114,935	6,683	-	-	
Waterfront Industrial Land										
	44,092	46,092	162,634	160,634	1,029,255	1,029,255	558,547	-	-	7
Waterfront Recreation										
Eventsite	119,207	119,207	37,196	42,196	10,000	5,000	-	-	-	8
Hook and Spit	43,798	43,798	15,595	15,595	246,000	246,000	107,690	-	-	
Marina Park	212,277	212,277	68,605	68,605	582,122	582,122	6,731	-	-	
	375,282	375,282	121,396	126,396	838,122	833,122	114,421	-	-	
Marina										
	151,912	151,912	139,301	103,801	60,000	95,000	94,157	89,896	72,744	9
Airport										
	74,667	74,667	143,298	143,298	224,000	224,000	109,769	-	-	
Administration										
Maintenance	23,000	23,000	80,847	80,847	103,900	103,900	-	-	-	
	-	-	88,400	88,400	75,000	75,000	67,663	-	-	
	1,763,577	1,766,577	1,915,140	2,068,640	3,810,012	3,653,012	1,090,198	234,896	96,959	
		3,000		153,500		(157,000)		500		
Bridge Repair & Replacement Fund										
	20,511	20,511	44,661	60,161	630,000	614,500	317,427	724,322	68,146	10
General Fund										
	69,595	69,595	329,375	329,375	-	-	-	-	-	

Notes to Budget Adjustments:

Changes to Appropriations to Cost Center

- Some of the tolling upgrade services is considered planning which is not capitalizable and will be expensed, thus the budget transfer to Materials & Services of \$25,000 from CIP.
- Big 7 CIP had originally anticipated \$50,000 of TI's and \$52,000 of HVAC and other building improvements. Some of these costs were not capitalizable and are thus expensed. \$27,000 is shifted to M&S with \$1,000 to Personnel Services. Expo Center was budgeted to be sold in FY 2014-15. This did not occur, and \$68,000 is being transferred from the Big 7 CIP budget for work that did not occur in FY 2014-15 to cover the Materials & Services cost at the Expo Center.
- Transfer \$5,000 from Jensen CIP to Halyard CIP. Jensen CIP did not incur as much Breezeby costs as budgeted thus transferred \$5,000 to Halyard due to HVAC issues.
- Transfer \$28,000 from Maritime CIP to Halyard M&S as well as from Timber Incubator CIP to Halyard M&S. This is due to increased utilities, taxes, and maintenance. Utilities and taxes are being reimbursed.
- Transfer \$16,000 from Wasco CIP to M&S for expenditures that are not capitalizable.
- Transfer \$2,000 from Port Office CIP to M&S due to expenditures to Personnel Services due to more labor incurred than anticipated in the budget.
- Transfer \$2,000 from Waterfront Industrial Land Materials & Services to Personnel Services due to costs below the capitalization threshold.
- Transfer \$5,000 from Eventsite CIP to Materials & Services due to costs below the capitalization threshold.
- Transfer \$35,000 from Marina Materials & Services to CIP due to Boat House dock work being completed in this year than budgeted. Funding came from master plan budget that turned out to be significantly less.
- Transfer \$15,500 from Bridge Repair & Replacement CIP to M&S due to inspection costs that cannot be capitalizable. Also, transfer \$500 to Debt Service due to SEC filing fees.