

PORT OF HOOD RIVER COMMISSION
Tuesday, November 3, 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 October 22, 2015 Regular Session (*Genevieve – Page 3*)
 - b. Approve Lease Addendum No. 2 with Cloud Cap Technology for Hangar at Ken Jernstedt Airfield (*Anne – Page 9*)
 - c. Approve Contract with Coffman Engineers, Inc. for Engineering Services Associated with Repairs to the Event Site Dock Not to Exceed \$4,000 (*Liz – Page 13*)
 - d. Approve Accounts Payable to Hood River County for Property Taxes in the Amount of \$176,715.05 (*Fred – Page 19*)
 4. Reports, Presentations and Discussion Items
 - a. Lift Span Damage Assessment Update, HDR Engineering – David McCurry (*Michael – Page 21*)
 - b. Architecture Foundation of Oregon/Citizen Driven Design, Hennebery Eddy Architects– Tim Eddy (*Michael – Page 23*)
 5. Director’s Report (*Michael – Page 29*)
 6. Commissioner, Committee Reports
 7. Action Items
 - a. Approve Task Order No. 6 with HDR Engineering for Bridge Lift Span Damage Assessment, Subject to Legal Counsel Review (*Michael – Page 41*)
 - b. Approve Amendment No. 1 to Professional Services Contract with Jack Lerner Computer Support for Tech Support Services for New Contract Amount Not to Exceed \$28,000 (*Fred – Page 45*)
 - c. Approve Contract with Westech Construction Inc. for Demolition of Lower Mill Buildings Not to Exceed \$44,336, Subject to Legal Counsel Review (*Anne – Page 51*)
 - d. Ratify Amendment No. 1 to Contract with Archaeological Investigations Northwest, Inc. for Services at Lower Mill Property Not to Exceed \$9,108 (*Anne – Page 53*)
 8. Commission Call
-
9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations
 10. Possible Action
 11. Adjourn

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

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

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

**Port of Hood River Commission
 Regular Session Meeting Minutes of October 20, 2015
 Marina Center Boardroom**

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

Present: Commissioners Hoby Streich, Jon Davies, Fred Duckwall, Rich McBride, and Brian Shortt; Port Counsel Jerry Jaques; from staff, Michael McElwee, Anne Medenbach, Genevieve Scholl, Liz Whitmore

Absent: None

Media: Patrick Mulvihill, Hood River News

1. Call to Order: President Shortt called the Regular Session meeting to order at 5:00 p.m.
a. Modifications, Additions to Agenda: An action item to approve Change Order #1 with Westech Construction was added to the agenda as Action Item D.

2. Public Comment: Isa Silver, speaking from the perspective of a Marina tenant and former consultant for the Port that the update to the Marina Master Plan process was unsatisfactory. Ms. Silver recommends the Port establish the following goals for the Marina: 1) Be respected by Marina tenants in the Administration of the Marina; Ms. Silver suggests the Port conduct a customer satisfaction survey for Marina tenants on an annual basis, 2) Enforce the no boat storage policy. Ms. Silver also recommends attention to how the sewer outfall nozzle problem and no hooks on pedestals problem were addressed.

Wes Lapp of Real Carbon spoke on how the Port leverages benefit to the community, citing his business as an example. Mr. Lapp reported that Real Carbon now has a \$3-4 million order for antennae components that was the result of a very long sales cycle (over 5 years), that will finally result in 2 new FTEs. As a tenant in a Port building, Mr. Lapp offered compliments to the Port’s contribution to maintaining the area’s quality of life.

- 3. Consent Agenda:**
- a. Approve Minutes of October 6, 2015 Regular Session.
 - b. Approve Contract with A&E Heating and Air, Inc. for HVAC Units at Jensen Building Not to Exceed \$16,900.
 - c. Approve Accounts Payable to Jaques Sharp Attorneys at Law in the Amount of \$6,636.
 - d. Ratify Contract with Coles Environmental Inc. for Lot 300 Phase 1 Environmental Assessment in the Amount of \$4,960.
 - e. Ratify Contract with Vista GeoEnvironmental Services, LLC for Quality Assurance Monitoring of Lower Mill Site Excavation Not to Exceed \$4,788.84.

Motion: Move to approve Consent Agenda

Move: Duckwall

Second: Davies

Discussion: Commissioner Davies stated his potential conflict of interest, as Jaques Sharp Attorneys is a client of his company, Columbia River Insurance. Commissioner Streich stated his potential conflict of interest, as A&E Heating and Air, Inc. is a tenant of his.

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

MOTION CARRIED

4. Reports, Presentations and Discussion Items

a. Marine Deputy Services Update, HRSO – Marine Deputy Quintin Nelson and Sheriff Matt

English: Liz Whitmore introduced Deputy Quintin Nelson, who provided a summary report of onshore and on-the-water patrol hours, law enforcement contacts, incidents, and lessons learned for the 2015 season (June 15 – September 15). Deputy Nelson provided a comparison for all these statistics to the 2014 season, noting the increased investment by the Port has resulted in notable increases in motorized and non-motorized boat contacts and inspections and citations (primarily for life vests). Deputy Nelson noted that, compared to the populations served by other marine deputies, our local water users have markedly fewer causes for field sobriety tests, with zero conducted in 2015. With his Lessons Learned report, Deputy Nelson noted that some events do not have permits through the Coast Guard, and Liz Whitmore reiterated that, depending on the location of the event and whether it is under Port jurisdiction, the Port may not be able to determine whether that permit has been secured before an event takes place; she noted that events taking place at Waterfront Park or the State Parks would not have the Port involved. In his Event Site Safety Zone report, Deputy Nelson presented a list of Event Site Safety Zone problems and possible solutions. Commissioner Shortt recommended that this list be given to the Waterfront Recreation Committee for review and planning for the 2016 season. Lastly, Deputy Nelson asked whether the Port could assist with the cost of refueling the Sheriff's boats in the Marina, as the travel time to fuel up at the County maintenance shop is far too long and detracts from available time on the water doing patrols. Michael McElwee said that he would work with staff to find a solution. McElwee thanked Deputy Nelson for his report and his work this summer; recommended the HRSO coordinate more with CGWA and CGKA to implement Deputy Nelson's education/outreach recommendations for the Event Site Safety Zone; and asked if the Deputy had seen any particularly dangerous or troubling activities this summer that might need a policy response. Deputy Nelson noted that besides windsurfers taking too many turns in the Safety Zone, kites kiting inside the safety zone, the only other potentially dangerous practice was kiter kiting into the mouth of Nichols Basin as something that would be considered reckless behavior that endangers others. There was brief discussion on whether Oregon State Marine Board (OSMB) would require guiding licenses for the schools and consensus that Liz Whitmore would research the matter with OSMB and report back at a later date. McElwee asked if the Sheriff's Office will continue this beneficial program next summer. Sheriff English said that they would want to do so. Sheriff English requested a letter of support for HRSO's request to the OSMB for more funding for marine patrols throughout the County to be able to meet the increased demand. Michael McElwee said that Port staff would have a letter drafted and signed in the next week.

b. Waterfront Annual Report: Liz Whitmore presented her summary report of the 2015 season, with packet materials detailing the three completed waterfront trail projects, waterfront recreation statistics, a statement of revenue from events (\$16,650 total 2015 revenue), Event Site parking receipts (total \$111,968), and the 2014-15 Fiscal Year Waterfront Recreation Expenditures/Revenue report (Total Revenue \$200,252, Total Expenditures \$539,369). Whitmore shared aerial photos of the completed Nichols Basin West Edge trail project supplied by Crestline Construction. She clarified some of the issues affecting the OSMB determination of whether guiding licenses should be required of the concession schools. Commissioner Davies commended Whitmore on the report and raised a concern of whether the waterfront is at a "saturation point" for events, and cautioned staff not to overcommit waterfront areas to events.

c. Financial Software Update: Michael McElwee discussed the Port's upgrade of its financial software to Microsoft Great Plains 2015, which will provide more robust functionality and reporting capabilities. He described the process now underway to transfer data from the old system to the new

system, noting that there will be a contract coming soon with Fine Solutions, a Great Plains authorized consultant to assist in staff training and utilization of new capabilities. He also noted the Port will need to purchase a new server, as our current server is too slow to handle these large data transfers. Commissioner McBride asked if this is a long-term software solution or if this is a needed short term upgrade. McElwee stated that this was not a permanent solution, but rather prompted by the Microsoft de-support notice of the previous product.

d. Lower Mill Site Excavation Project Update: Anne Medenbach presented a project update, sharing photos of Westech Construction crews working at the site. The photos featured the size and types of wood waste and concrete being excavated from the former log pond, the depth of excavation, and the sort and stockpile areas. She discussed the larger than expected quantities of concrete and described the process by which Westech Construction could crush, remove rebar, and process the concrete within the proposed Change Order #1 that will be discussed as Action Item D. Medenbach reported that the excavation would be complete by Thursday, October 22 and that JAL Construction has their Notice to Proceed and are ready to go. Medenbach reported that the asbestos removal would occur next week so that Westech would be able to demolish the building on schedule. She reported that the Grade & Fill permits have been received; an application for minor partition has been submitted to the County; no contamination has been found in the excavated material; and that a survey will be conducted after excavation is complete to determine the amount of excess re-usable topsoil we will have and needed adjustments to import fill volume required. Commissioner Davies asked what the disposition path would be for the well-preserved large logs. Medenbach answered that her understanding was that these kinds of logs are desired by artisans and woodworkers and that she'd be investigating best marketing for that sale soon. The Commission complimented Medenbach on her work.

5. Director's Report: McElwee and Commissioner Shortt will fly to Washington D.C. October 21 to meet with Rep. Walden and others to discuss the House Transportation Reauthorization bill. McElwee commended Genevieve Scholl for her coordination of the most recent OneGorge Advocacy Group meeting which was well attended and focused on transportation. Key Development has submitted their draft permit plans and their site plan review simultaneously to the City of Hood River. Hood River Distillers response to the application is included in the Commission packets. Key Development will respond and the City will make the final determination. There will be a full bridge closure in the early morning hours (3:00AM - 4:30AM) on Thursday, October 21 for maintenance to the lift span deck. McElwee thanked Commissioner Davies for bringing to the Port's attention damage to the north lift span pier that appears to have resulted from a vessel striking the pier sometime before October 11. The Port has filed a report with the Coast Guard and updated that filing with photographs today. The Coast Guard initiated an investigation.

6. Commissioner, Committee Reports:

- a. PNWA Annual Conference:** Commissioner Shortt distributed his notes from the PNWA Conference, highlighting the following issues of importance for the Port: 1) Cascadia Seismic Event Planning for the Maritime Community – What discussion should the Port of Hood River be having with regional responders? What would our role be in supporting the expected needs?; 2) Report from the Beltway: House leadership questions and the Transportation Infrastructure bill; 3) Corps of Engineers: Population growth, oil and coal transport, return of manufacturing, climate change, and the environmental groups challenge to the Snake River Dams existence; and

- 4) Opinion Research Analyst John Horvick’s report on polling about Transpacific Trade regarding oil and coal transport.
- b. Marina Ad-hoc Committee – Commissioner Shortt reported on the October 15 Marina Ad-hoc committee meeting, noting that the Committee has formed a subcommittee to develop recommendations for dinghy storage and other Marina layout considerations. The Marina Ad-hoc committee will have recommendations for the update to the Marina Master Plan ready in time for Fall Planning, including recommendations on rates, rules and regulations, and development priorities.
- c. Urban Renewal Agency (URA) – Commissioner Streich reported on the October 13 meeting noting that the URA has a Purchase & Sale Agreement with NBW Hood River for the property just north of the hotel site at Nichols Basin. He also commended McElwee for his participation, along with City Manager Steve Wheeler, in the AORA video project promoting urban development in rural communities. Commissioner Streich requests that staff have the video available for viewing at a future Commission meeting. Finally, he noted that the URA has discussed their maximum indebtedness limit and the need to carefully prioritize expenditures.

7. Action Items:

a. Approve Contract with Asset Protection Partnership, LLC for Re-keying Services Not to Exceed \$14,465.60, Subject to Legal Counsel Review: Anne Medenbach provided background information on the re-keying project, explaining that the Commission approved a budget for re-keying the Big 7, Wasco, DMV, Jensen, and Chamber Buildings this year for \$16,200. Since then, the scope of re-keying the Jensen Building has been found to be much larger than anticipated. Medenbach recommends a phased approach, with the first phase re-keying all but the Jensen Building and the 3rd & 4th floors of the Big 7 Building.

Motion: Move to approve contract with Asset Protection Partnership, LLC for re-keying services not to exceed \$14,465.60, subject to legal counsel review

Move: Duckwall

Second: Davies

Discussion: None.

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

MOTION CARRIED

b. Approve Lease with Electronics Assemblers, Inc. at the Big 7 Building: Medenbach provided details on a new proposed lease agreement with Electronics Assemblers, Inc. including new lease terms and a commencement date of November 1, 2015.

Motion: Move to approve lease with Electronics Assemblers, Inc. for 11,735 square feet of industrial space located at 616 Industrial Street

Move: Davies

Second: Streich

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

MOTION CARRIED

c. Approve Plans Submitted by Key Development for Expo Building Redevelopment: McElwee reported on the staff review of the Permit Set plans submitted by Key Development per the Amended and Re-Styled Disposition and Development Agreement (DDA) approved by the Commission on February 17, 2015. McElwee says that the plans comply with and exceed the Port’s adopted design guidelines and present some very creative thinking in terms of utilization of local materials and signature features. He notes that Key Development is using some of the very best architects in Portland and commends Jeff Pickhardt on his rigorous approach, absolutely meeting the design guidelines. Commissioner Davies asked if staff is comfortable with the design’s parking accommodation. McElwee replied yes and that, broadly speaking, the Waterfront Refinement Plan guidelines drive to a minimal amount of parking. Commissioner Shortt asked staff to produce a map of the waterfront labeled with tenant company names.

- Motion:** Move to approve plans submitted by Key Development for Expo Building redevelopment
 - Move:** Duckwall
 - Second:** Streich
 - Vote:** **Aye:** Davies, Duckwall, McBride, Streich and Shortt
- MOTION CARRIED**

d. Approve Change Order #1 to Contract with Westech Construction Inc., for a New Contract Amount of \$83,406.92: Medenbach reported that Westech Construction began excavation of the Lower Mill Site on October 12. More concrete than anticipated has been encountered during excavation. Westech provided a quote to process the concrete, removing the rebar and crushing the concrete into usable pieces. Their quote was for two-days of processing, for a total of \$5,400. Commission discussion centered on whether the Commission should authorize spending for more than two days, in case the processing takes longer than expected.

- Motion:** Move to approve Change Order #1 to contract with Westech Construction, Inc. for an increased amount not to exceed \$8,110.38 and a new total contract about not to exceed \$86,110.38
 - Move:** McBride
 - Second:** Davies
 - Vote:** **Aye:** Davies, Duckwall, McBride, Streich and Shortt
- MOTION CARRIED**

8. Commission Call: Streich clarified that the Urban Renewal Agency’s purchase and sale agreement with NBW Hood River includes a Statutory Warranty Deed. McBride, responding to Isa Silver’s comments made earlier during the Public Comment period, stated that he felt a customer satisfaction survey conducted yearly in the Fall would be a great idea. Davies commended Liz Whitmore on her work managing such a busy season on the waterfront this year, and commented that, compared to other globally-known beach destinations and the problems they experience with crime and garbage/waste management, the Hood River waterfront is a spectacular destination. Shortt relayed a comment made during the Marina Ad-hoc committee meeting that every recreation site on the waterfront should have a defibrillator located there and available for use in an emergency.

9. Executive Session: Regular Session was recessed at 7:15 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Property Transactions.

10. Possible Action: The Commission was called back into Regular Session at 8:19 p.m. No action was taken as a result of Executive Session.

11. Adjourn: President Shortt adjourned the meeting at 8:20 p.m.

Respectfully submitted,

ATTEST:

Genevieve Scholl

Brian Shortt, President, Port Commission

Jon Davies, Secretary, Port Commission



Prepared by: Anne Medenbach
Date: November 3, 2015
Re: Cloud Cap-Airport Hangar
Lease Addendum No. 2

Cloud Cap Technologies Inc. has been working with staff on an addendum to their lease at the airport for a number of months. They originally wanted a two year extension which would take them through 2018. They now would like an additional two year renewal option which takes them through 2020. They already have a CPI increase written into their lease.

RECOMMENDATION: Approve Lease Addendum No. 2 with Cloud Cap Technology, Inc., for the Hangar located at 3602 Airport Drive at the Ken Jernstedt Airfield.

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ADDENDUM NO. 2 TO HANGAR LEASE

Whereas, the Port of Hood River, an Oregon municipal corporation, as Lessor, and Cloud Cap Technology, Inc., an Oregon corporation, as Lessee, entered a lease of premises known as the helicopter hangar at the Ken Jernstedt Airfield, located at 3602 Airport Drive, Hood River, Oregon ("lease") for a term commencing on July 1, 2011 and expiring on June 29, 2013; and

Whereas, on April 8, 2013, lease Addendum No.1 was executed which extended the lease term through June 29, 2016, modified the lease rate and added a CPI increase, and

Whereas, Lessee would like to extend the lease term for a two (2) year period, expiring on June 29, 2018, and

Whereas, Lessee would like to add one (2) year renewal option,

Therefore, the parties agree to amend the lease as follows:

1. Section 2, Term, shall be modified to read as follows: This lease shall be for a period commencing June 30, 2011 and continuing through June 29, 2018.

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 (2) year renewal term, through June 29, 2020, provided Lessee gives Lessor written notice of Lessee's intent to renew the lease no later than November 30 in the year preceding the lease's termination date

2. The following new Section 23 shall be added to the end of the lease prior to the lease date:

23. Compliance With FAA Nondiscrimination Requirements And Other FAA Requirements. Lessee agrees that Lessee's rights are subject to, and Lessee will comply with, any federal aviation laws and any FAA rules, regulations or grant conditions affecting Lessor or use of Lessor's airport now or hereafter in effect. Lessee specifically agrees that:

- A. Lessee for Lessee, Lessee's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on or at the premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits ("facilities"), Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of

the Department of Transportation, and as said Regulations may be amended.

B. Lessee for Lessee, Lessee's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Except as modified by Addendum No. 1 and this Addendum No. 2 to Hangar Lease, all terms and conditions of the lease shall remain in full force and effect.

Dated: _____, 2015

Cloud Cap Technology, Inc.

Lessor, Port of Hood River

By: _____

By: _____

Mary Beth Rogers
General Manager

Michael S. McElwee
Executive Director

Date _____

Date _____



Prepared by: Liz Whitmore
Date: November 3, 2015
Re: Event Site Dock Repair
Structural Engineering Services

Steven Hawk of Coffman Engineers submitted the attached proposal for structural engineering services to develop construction drawings for the repair of the deteriorated portions of the Event Site dock. A structural analysis on the dock was completed earlier this year in which the timber pile and pile cap beam in two locations at the southeast corner of the upper dock were identified as an area for repair. The project has been budgeted for the 2015-16 fiscal year, and would be completed in spring 2016.

Staff received two proposals from structural engineering firms and recommends moving forward with Coffman Engineers. Steven Hawk is a Senior Structural Engineer who works through Coffman's Spokane office, but has a satellite office located in Hood River. Included in the fee proposal are stamped structural drawings, answering contractor questions, and site visits as required during construction.

RECOMMENDATION: Approve contract with Coffman Engineers for structural engineering services associated with repairs to the Event Site Dock not to exceed \$4,000.

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October 22, 2015

Ms. Liz Whitmore, Waterfront Coordinator
Port of Hood River
1000 E. Port Marina Drive
Hood River, OR 97031

Project: Event Site Dock Repair
Hood River, Oregon

Subject: Structural Engineering Services Proposal

Dear Liz:

It was great to talk to you on October 8, 2015 about the structural repair the Port needs for the Event Site Dock. Thanks for giving us the opportunity to propose on the project. Our proposal is based on the project criteria as we understand it from our discussions, the Dock Evaluation Report you gave us that KPFF provided, and also on the scope of services as described in the following sections of this proposal.

PROJECT DESCRIPTION

We will provide structural engineering services to develop construction drawings for the repair of the failing portions of your Upper Dock structure.

The Upper and Lower Docks are located immediately east of the Event Site parking lot on the west bank of Nichols Boat Basin. In KPFF's evaluation report dated March 3, 2015, timber pile and pile cap beam deterioration was noted at the Upper Dock at two locations (Grids H-2 and H-3) that greatly reduces the allowable live load in that area. They provided two repair options, and we understand you would like to implement Repair Option 2, which involves adding steel channels on both sides of the existing pile cap beam as shown in the attached Figure 7 from their report. We would take this conceptual drawing and create structural drawings of the repair for permitting and construction.

STRUCTURAL ENGINEERING SCOPE OF WORK

BASIC SERVICES AND DELIVERABLES

1. Site visit to field verify existing conditions and dimensions.
2. Provide stamped structural drawings for permitting and construction including:
 - a. General Structural Notes
 - b. Existing Upper Dock Repair Plan
 - c. Repair Sections and Details.
3. Provide stamped structural calculations.
4. Answers to contractor questions during construction.
5. Site visits as required before and during construction.

ADDITIONAL SERVICES

The following services are not included under Basic Services and will be considered Additional Services to the Agreement:

Ms. Liz Whitmore
October 22, 2015
Page 2

- 1. Repair design of any other items noted in KPFF’s report such as the Deteriorated Lower Fender Beam Supports as shown in the report’s Photos A16 and A17.

DESIGN CRITERIA

- a) 2014 Oregon Structural Specialty Code and ASCE 7-10.

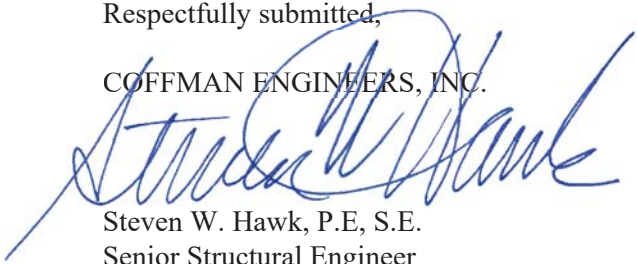
BASIC SERVICES FEE SUMMARY:

We propose a lump sum fee of \$4,000 for the above Basic Services. These fees include all labor costs and reimbursable expenses through construction.

Thank you for this opportunity to be of service to you. If this meets with your approval, please sign below in accordance with the attached Agreement for Professional Services.

Respectfully submitted,

COFFMAN ENGINEERS, INC.



Steven W. Hawk, P.E., S.E.
Senior Structural Engineer



David L. Peden, P.E., S.E.
Principal

Enclosures:

Repair Option 2 Concept Sketch (Figure 7 from KPFF Report)
Agreement for Professional Services

Accepted By: _____
Authorized Signature

Date: _____

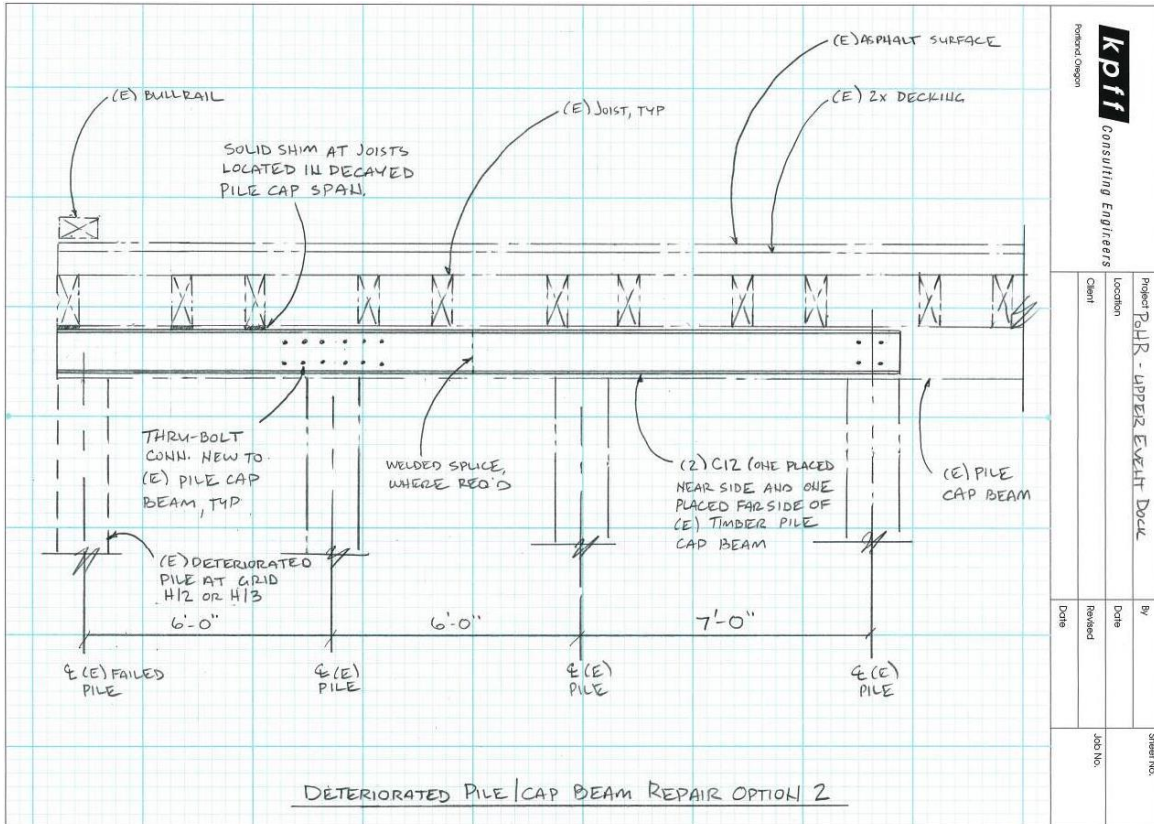


Figure 7: Deteriorated Pile Repair – Option 2

LIMITATIONS

Observation and investigation of the structure was limited to areas observable by reasonable visual investigation and by limited accessibility via shore access. Access to the piling was limited to the sections in reach at the water line and did not include sections below the waterline. Recommendations in this summary report are strictly based on visual assessment. A load rating of the structure was performed based on existing conditions.

Observations, analyses, conclusions, and recommendations contained within this report reflect our best engineering judgment. Concealed problems with the construction of the docks may exist that cannot be revealed through drawings, visual observation and photos alone. Therefore, KPFF can in no way warrant or guarantee the condition of the existing construction of the docks, or their future structural performance.

RECOMMENDATIONS AND CONCLUSIONS

Except for a localized area of the Upper Event Dock, the upper and lower event docks appear to be in good condition.

The live load capacity of both timber docks is primarily controlled by the decks' joists. However, there are isolated regions, as shown on Figures 4, 5A and 5B above, with deficiencies that result in lower live load capacities.



AGREEMENT FOR PROFESSIONAL SERVICES
Attachment to and part of Proposal
Dated: October 22, 2015
To: Liz Whitmore, Waterfront Coordinator, Port of Hood River
Project: Event Site Dock Repair

10 North Post Street, Suite 500
Spokane, Washington 99201
(509) 328-2994
FAX (509) 328-2999

1. PROFESSIONAL SERVICES BY STAFF AND OFFICERS
Unless otherwise noted in the agreement, fees for services are based on the time expended on the project, including travel time, by professional, technical, and clerical personnel, and will be computed using our standard billing rate schedule.
2. REIMBURSABLE EXPENSES
Expenses other than salary costs that are directly attributable to our professional services are invoiced as described on our reimbursable schedule, or if not listed, at our cost plus 10%. Examples of these expenses include but are not limited to out of town travel expenses, long distance telephone charges, postal and shipping charges, use of personal and rental cars, job related supplies, and blue printing and reproduction costs.
3. SERVICES BY OTHERS
When considered necessary, other firms or consultants may be utilized with your approval. The cost of services of other consultants or firms will be marked up 10% (or as otherwise agreed in writing) to cover taxes and other overhead-type expenses, and will be included in our invoice.
4. PAYMENTS
Invoices will be submitted monthly for prior services. Payment will be due upon receipt of invoice. An account will become delinquent thirty days after date of billing. It is agreed that a late charge will be added to delinquent accounts at the rate of one percent (1%) for each thirty days delinquent (provided the rate of such late charge shall not exceed the maximum allowable by the laws of the state in which our office submitting the invoice is located). If you fail to make payments to us within 30 days of receipt of invoice, we may, after giving seven days written notice to you, suspend services.
5. OTHER PROVISIONS
Neither party shall hold other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.

It is understood and agreed that we have not been retained or compensated to provide design and construction review services relating to the safety precautions of any contractor or subcontractor who may work on the project and that we will not be providing such services. An opinion of construction cost prepared by us represents our judgment as a design professional and is supplied for your general guidance. Since we have no control over the cost of labor and material, or over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to contractor bids of actual cost to the project.
6. OWNERSHIP OF DOCUMENTS
All reports, field data, field notes, test data, calculations, drawings and specifications, estimates, CAD drawing files, and other documents prepared by us, as instruments of service, shall remain our property.

It is understood by you that any design produced as a result of these professional services is for a specific project and unique set of design criteria, and you agree and understand that any such design will not be used as a prototype in the future without a new engineering evaluation.
7. GENERAL LIABILITY AND LIMITATION THEREOF
We agree to hold you harmless and to indemnify and defend you on account of any liability due to bodily injury or property damage arising directly out of our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive or professional office package general liability insurance and not otherwise. We carry comprehensive or professional office package general liability insurance, which, subject to its limits, terms and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of our operational negligence. At your request, we will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.
8. PROFESSIONAL LIABILITY AND LIMITATION THEREOF
This paragraph relates only to Professional Liability and not to General Liability. Should we or any of our agents or employees be found to have been negligent in the performance of professional services from which you sustain damages, you will agree to limit your recoverable damages from such liability, plus any claims for cost of defense or other incurred costs to an aggregate amount not to exceed \$1 Million dollars or our fee, whichever amount is greater. In the event that you are unwilling or unable to limit our professional liability to these sums, we will waive this limitation upon written request, provided that you agree to pay for this waiver. If you do not exercise your written option as set forth above at the time you accept this agreement for professional services, it is agreed that you accept the \$1 Million dollars limitation set forth in this paragraph.
9. STANDARD OF CARE
Services performed by us under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied is made.
10. HAZARDOUS SUBSTANCES (ASBESTOS & TOXIC CHEMICALS)
It is understood and agreed that, in seeking the professional services of COFFMAN ENGINEERS under this agreement, you may be requesting COFFMAN ENGINEERS to undertake obligations for the client's benefit involving the presence or potential presence of hazardous substances. Therefore, you agree to hold harmless, indemnify, and defend COFFMAN ENGINEERS from and against any and all claims, losses, damages, liability, and costs, including but not limited to costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the sole negligence of COFFMAN ENGINEERS in the performance of services under this agreement.
11. TERMINATION
This agreement may be terminated by either party by seven days written notice in event of substantial failure to perform in accordance with the terms of the agreement by the other party through no fault of the terminating party. If this agreement is terminated, it is agreed that we shall be paid for services performed to the termination notice date, including reimbursable expenses due, plus termination expenses.
12. MEDIATION
In an effort to resolve any conflicts that arise during or following the completion of the project, you and COFFMAN ENGINEERS agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Prepared by: Fred Kowell
Date: November 3, 2015
Re: Accounts Payable Requiring Commission Approval

Hood River County

Property tax statements over \$5,000

- Jensen \$ 41,377.25
- Marina Office Building \$ 11,637.71
- Wasco Building \$ 16,141.99
- Halyard Building \$ 55,393.86
- Big 7 \$ 16,123.75
- Maritime Building \$ 15,323.31
- Expo \$ 9,231.37
- Timber Incubator \$ 6,991.90

Total Property Taxes to Pay \$172,221.14

TOTAL ACCOUNTS PAYABLE TO APPROVE \$172,221.14

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Prepared by: Michael McElwee
Date: November 3, 2015
Re: Lift Span Update – HDR Engineering

David McCurry will provide an update to the Commission on HDR's survey and other inspections of the lift span and provide a preliminary analysis of the damage resulting from the vessel strike of the lift span pier.

RECOMMENDATION: Informational.

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Prepared by: Michael McElwee
Date: November 3, 2015
Re: Citizen Driven Design Presentation - AFO

Architecture Foundation of Oregon (AFO) representative Tim Eddy will give a presentation on AFO's Citizen Driven Design program. Mr. Eddy will share case studies that highlight ways in which local leaders can identify problems and work with designers to find solutions.

RECOMMENDATION: Informational.

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CITIZEN DRIVEN DESIGN

Design thinking can create healthier, more livable communities. Tim Eddy, AIA, Jeff Stuhr, AIA and Nancy Merryman, FAIA, all Board members of the Architecture Foundation of Oregon, join the Port of Hood River to share examples and begin a conversation about how design thinking can empower citizens to create social, economic and environmental solutions for our community.

5:00pm, Tuesday, November 3

Hood River Marina Center Board Room

afo



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architecture foundation of oregon
connecting Oregonians with our designed environments

afo supports Oregon's quality of life and creates awareness of our designed environments through education, engagement, philanthropy and inspiration

Citizen Driven Design is a series presentation by the Architecture Foundation of Oregon and is available to groups throughout Oregon. It uses case studies to demonstrate the value of design thinking in private and public development projects.

Design can be nearly invisible, yet it has considerable impact on our everyday lives. The Architecture Foundation of Oregon helps people connect to design and the ways in which it shapes their lives and their communities.

As populations continue to grow and the natural environment is increasingly built upon, AFO works to foster thoughtful, considered decisions about the buildings and infrastructure that are placed in our world. Oregon, in particular, is a very special, almost sacred place. With its rugged Pacific coastline, its pristine mountain ranges, sumptuous river valleys, vast high deserts and fertile agricultural lands, it reminds us of why our predecessors faced arduous journeys to reside here.

Putting a shovel in that land, felling a tree, pouring a foundation, erecting or altering a structure, neighborhood or community are privileges that come with a deep responsibility to step lightly on the earth.

We share responsibility, not only in terms of ecological consciousness, but also with regard to the visual, spatial and tactile impact that the built environment has on our daily lives. It is imperative to pay attention to the shadows that are cast, the pathways that might be blocked, and the connections that may be broken as changes are made.

Thoughtful, considered design enhances our relationship to the natural environment and to humanity.

Citizen Driven Design demonstrates how – through design – we can contribute to preserving our very special sense of place, even as our numbers increase and our presence expands.

Case studies include the following:

- the Alsea Bay Bridge in Waldport
- the Chambers Covered Railroad Bridge in Cottage Grove
- Colonel James Nesmith Readiness Center in Dallas
- the Garden of Surging Waves in Astoria
- Jungers Culinary Center in Bend
- Silver Falls State Park near Silverton
- Tamástlikt Cultural Institute in Pendleton
- Vernonia School
- Warm Springs Museum

Each case highlights one or more problems to be solved, how local leaders worked with designers to enhance their community, and resulting benefits.

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Executive Director's Report

November 3, 2015

Staff & Administrative

- A draft Fall Planning Worksession agenda is attached for Commission review and input.
- President Shortt and I will update the Commission on the October 21-22 visit to Washington, D.C. to discuss the House Transportation Bill with congressional offices. The Hood River News ran an article on the visit October 24.
- Genevieve attended the Oregon Connections Telecommunications conference in Hood River October 22-23. The conference provided updates on broadband and fiber expansion progress throughout Oregon as well as new information on cybersecurity and technology in education.

Recreation

- The contractor for the City's sewer outfall project at the Hook is expected to mobilize on November 19. The project is expected to be substantially complete by March 15, 2016. Construction plans for the Port's trail enhancements, including a rigging area, are in final draft form and will be ready for review by the Commission in December.
- Consultant Rick Williams is expected to be finished with the outline of a specific DRAFT parking management strategy in the next two weeks. The City is interested in participating in this plan and assisting with enforcement, at a cost. This will be a discussion item in December.
- In response to Sherriff English's request to the Commission during the October 20 meeting, Liz prepared a letter to OSMB in support of the Hood River Sheriff's Office request for increased funding for marine patrols, attached.

Development/Property

- I attended a meeting with City staff and Walker/Macy to review the draft conceptual subdivision plan for Lot #1. The Planning Director will prepare written suggestions which will assist in the preparation of the final plan in November.
- Excavation of the log pond at the Lower Mill site finished up October 30. Please see Anne's memo attached.

Airport

- We are developing a draft narrative and program for the possible Connect VI ODOT grant application that was discussed at the October 20 Commission meeting.

- We have received a request from a property owner adjacent to the North Ramp for a 'Through-the-Fence' Agreement. Staff is reviewing this request with Century West to evaluate possible impact to the draft Airport Plan.

Bridge/Transportation

- Staff has been very involved in various efforts related to the recent vessel strike on the Bridge. These efforts include engineering evaluation, USCG Investigation, insurance, media relations and other matters. David McCurry of HDR will attend the meeting to update the Commission on the damage evaluation and staff will provide an update on other matters.
- After Port crews painted the re-painted Bridge center line on October 22, we received complaints from about 8 motorists about paint splatters on their vehicles. There may be Commission testimony and the issue may warrant further discussion.
- Representative Mark Johnson has been selected to co-chair a committee looking into transportation issues in the National Scenic Area. The work of the committee will be coordinated through Oregon Solutions at PSU. See attached press release.
- The Hood River Economic Development Working Group (EDG) met on October 29 to discuss potential projects for the next ODOT STIP round. The funds available are limited and focused exclusively on "Enhance" projects primarily bike and pedestrian adjacent to state highway facilities. Only three projects met the criteria—two from the City and one from the County.
- Genevieve issued the first of a series of press releases and public notifications about the discontinuation of bridge ticket book sales on October 29. We received several questions and customer comments. The planned PR schedule is attached.

Port of Hood River
2015
Fall Planning Work Session

November 17, 2015 – 12:00 Noon
 Marina Center Boardroom

Agenda

1. **Overview/Objectives** (10 min.) Shortt
2. **Financial Summary** (20 min.) Kowell
3. **Discussion Topics** (2 hr.) All
 - A. *Bridge/Transportation*
 - a. Tickets Discontinuation Policy & Communications Plan/Schedule
 - b. 2015-18 Capital Work Plan
 - c. Overweight Trucks – Signage Needs, Outreach Plan, Enforcement
 - B. *Facilities*
 - a. Building Roles, Condition and cash flow analysis
 - C. *Development*
 - a. Waterfront
 - i. *Lot #1*
 1. *Overview of potential projects and costs*
 2. *Sale and lease policy specific to Lot 1 Subdivision Plan*
 3. *Development Goals*
 4. *Infrastructure Financing*
 - ii. *Parking Strategy*
 - b. Lower Mill
 - i. *Partition Plan-this has already been submitted to the County, a review of the partition plan can be offered*
 - ii. *Development Goals –including general overview of an income valuation of a Port built building. Timeline for sales and construction/completion of new building*
 - D. *Recreation*
 - a. Beach Replenishment
 - b. Waterfront Trail Wayfinding & Interpretive Signage Plan
 - E. *Marina*
 - a. Parking Lot -- Paid Parking
 - b. 2016 Moorage Rates
 - c. Strategic Planning
 - F. *Airport*
 - a. Master Plan overview with potential project outline
 - b. Market analysis of potential airport users
 - c. New Hangar Development
 - d. Connect VII Application
 - e. Jet Fuel Sales IRR

f. Fencing

G. Special Projects

- a. Communication Plan & Related Policies
- b. Bridge Summit Planning

H. Business Plan-- Key Projects List Review

4. Strategic Vision Discussion (1 hr.) All

- A. Future Roles and Responsibilities of the Port - *What does the Port look like in 20 years?*
- B. Future Challenges and Opportunities - *What are the key trends or market conditions that will impact the Port's role in the future?*
- C. A Future Without the Bridge - *What is the core business for the Port if the Bridge is no longer operational, or no longer operated by the Port?*
- D. What is the Port's role (if any) in the following areas?
 - a. *Agriculture*
 - b. *Education (Consider K-12, Post-Secondary)*
 - c. *Technology*
 - d. *Parks & Recreation*
 - e. *Regional Advocacy/Collaboration*
 - f. *Transportation*
 - g. *Business Recruitment*
 - h. *Economic Development*
- E. What operational issues should the Port consider?



Port of Hood River

Providing for the region's economic future.

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October 30, 2015

Scott Brewen, Director
Oregon State Marine Board
PO Box 14145
Salem, OR 97309-5065

Dear Mr. Brewen:

On behalf of the Port of Hood River Commissioners, I am writing to request the Oregon State Marine Board increase funding for the Hood River County Sheriff's Office, Marine Division.

You may know that boating activity in Hood River is extraordinarily busy in the summer months. In 2015 over 215,000 vehicles visited the Port of Hood River properties located at the Marina, Boat Launch, and Event Site between June 1 and September 30. Thousands of visitors and community members kiteboard, windsurf, stand-up paddleboard, sail, and motorboat throughout the summer. With so many competing uses and safety a major concern, the Port of Hood River contributed \$5,200 toward a part-time reserve officer to assist the Hood River County Marine Deputy in patrolling the waterfront. The increased law enforcement presence while beneficial was not enough to meet the demand of the area.

The Hood River County Sheriff's Office deserves a level of funding from the State that is commensurate with the extremely high volume and concentration of boating activity in Hood River County. The Port has done what we can to increase funding for the program from its own resources. We strongly urge the OSMB to increase its financial support for the Marine Division program here in time for the 2016 summer season.

Respectfully,

Michael McElwee
Executive Director

cc: Port of Hood River Commission

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Prepared by: Anne Medenbach
Date: November 3, 2015
Re: Westech Construction Inc.
Lower Mill Excavation – Change Order #2

The excavation of the log pond at the Lower Mill site was completed on Friday, October 30. As of that day, the estimated volume of excavated material is over our original estimated quantities by 12,000 CY. Our initial estimation of total excavated material was 17,000 CY. We now estimate the total volume to be 29,000 CY.

The reasons for the engineering estimates being so low is that when borings and test pits were dug, the boring stopped once native soils were encountered (silts). We now find that the mill operators layered two ponds using native soils as a top cover. So, even though we thought we were hitting native soils, there was a second entire layer of log pond under that soil in some places. This doesn't necessarily mean that we will need more fill, as we will be grading the site down and were originally estimating that we would have about 6,000 CY of excess. With the building concrete and our need for imported base fill, we may be within our current grade and fill contract.



Staff have finalized survey results and a change order at the board meeting on Tuesday, as well as confirmation of an additional \$60,000 in grant monies by the meeting.

RECOMMENDATION: Informational.

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**REPRESENTATIVE MARK JOHNSON
OREGON HOUSE OF REPRESENTATIVES
HOUSE DISTRICT 52**

FOR IMMEDIATE RELEASE
Wednesday, October 21, 2015

CONTACT: Preston Mann
503.986.1009
preston.mann@state.or.us

**Representative Mark Johnson Appointed By Governor To Help Lead Columbia
River Highway Oregon Solutions Project**

*Project Will Focus On Providing Practical And Sustainable Solutions To Safety And Congestion
Issues In Columbia River Gorge National Scenic Area*

Salem, OR – Representative Mark Johnson (R-Hood River) has been appointed by Governor Kate Brown to serve as co-convenor of the Historic Columbia River Highway Collaborative Oregon Solutions project. Rep. Johnson, together with co-convenor Multnomah County Commissioner Diane McKeel and a team of public, private and civic leaders, will work to develop practical and sustainable solutions to ongoing safety and congestion issues in the Columbia River Gorge National Scenic Area.

“I’m honored to be selected by Governor Brown to help lead this important initiative,” said Rep. Johnson. “The Columbia Gorge Scenic Area is loved by Oregonians and is a national treasure - but all of this attention and affection is resulting in congestion that risks diminishing the quality of the experience for all. I look forward to working with all stakeholders to learn what can be done to manage the increasing demands for use while also looking out for the best interests of local residents.”

Governor Brown’s decision to designate the Historic Columbia River Highway Collaborative as an Oregon Solutions project came at the request of state and local community leaders and after the project received an assessment summary by Oregon Solutions staff. The designation brings with it the support of professional Oregon Solutions staff, assistance in leveraging funding for the project, and will help unite stakeholders and community members together in a collaborative and productive manner. The project’s focus will be on alleviating traffic congestion and safety issues in the Columbia River Gorge Scenic Area in a way that will protect and preserve the region for future generations.

[Oregon Solutions](#) was established with the passage of Oregon’s Sustainability Act in in 2001. The group works to solve community-based problems through collaboration with business, nonprofit and government leaders. Since 2001, Oregon Solutions has completed over 60 projects around the state.

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Toll Tickets Discontinuation PR Schedule

Week of November 2, 2015:

- Press release to all Gorge media outlets
- Notification on website
- Constant Contact mailing to Chambers and other groups
- Poster and handouts at the Front Desk – face to face information discouraging purchase of new books of tickets in any large volume

Week of November 16:

- Prominent article in Port Newsletter
- Poster and handouts at the Toll House (small ¼ page flyer given to anyone redeeming a ticket)
- Poster and handouts at the Front Desk – face to face information discouraging purchase of new books of tickets in any large volume

Week of November 30:

- ¼ page full color ad in Hood River News and White Salmon Enterprise
- Poster and handouts at the Toll House (small ¼ page flyer given to anyone redeeming a ticket)
- Poster and handouts at the Front Desk – face to face information discouraging purchase of new books of tickets in any large volume

Week of December 7:

- Second run of both ads
- Second Press Release reminder of the schedule Poster and handouts at the Toll House (small ¼ page flyer given to anyone redeeming a ticket)
- Poster and handouts at the Front Desk – face to face information discouraging purchase of new books of tickets in any volume

Week of December 21:

- Notification of Port Holiday Hours and Reminder on Tickets Discontinuation

Week of December 28:

- Media alert reminder
- Poster and handouts at the Toll House (small ¼ page flyer given to anyone redeeming a ticket)
- Poster and handouts at the Front Desk – face to face information discouraging purchase of new books of tickets in any volume
- Constant Contact mailing to Chambers and other groups – No more ticket sales after this week.

Week of January 4:

- “How to Redeem Discontinued Toll Tickets” article on website, printed out as a flyer for Toll House and Office.



Prepared by: Michael McElwee
Date: November 3, 2015
Re: Task Order No. 6 – Lift Span Damage
Analysis

Additional engineering services are required from HDR Engineering as a result of the vessel strike of the lift span pier.

The attached spreadsheet shows the anticipated work tasks and estimated fees, some of which, by necessity, are being carried out.

At the meeting, a draft Task Order covering this important evaluation will be ready for Commission review and action.

RECOMMENDATION: Approve Task Order No. 6 with HDR Engineering for Bridge Lift Span Damage Assessment subject to legal counsel review.

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LAUREN 'B'
 Port of Hood River - T06 Pier Impact Assessment
 HDR Engineering, Inc. - Fee Estimate

Average Loaded Bill Rate = \$131.14

Tasks	Project Resource	Bill Rate	Project Manager	Sr. Bridge Engineer III	Rope Access Engineer II	Bridge Engineer I	Bridge Engineer II	Mechanical Tech	Electrical Engineer	QA Sr. Engineer V	Project Assistant	Project Controller	Labor Hours	Labor Dollars	Telephone/ Printing/ Shipping	Travel / Mileage / Equipment Rental	Total Labor & Expenses
1.0 Initial Investigation & Project Coordination	Initial Response Site Visit	\$198.32											20	\$ 2,625	\$ 10	\$ -	\$ 2,635
	Project Meetings & Coordination		4	10	4								24	\$ 3,245	\$ 10	\$ -	\$ 3,255
	Quality Management & Reviews		4	8									10	\$ 1,862	\$ 10	\$ -	\$ 1,892
	Project Management		12	2									30	\$ 3,808	\$ 10	\$ -	\$ 3,818
Subtotal			20	20	4	0	8	6	0	4	14	84	\$ 11,560	\$ 40	\$ -	\$ 11,600	
2.0 Pier Impact Zone Inspection	Pier Impact Zone Inspection			2									2	\$ 314	\$ 10	\$ -	\$ 324
	Inspection Plan, Safety Planning, & Mobilization			10	8								18	\$ 2,517	\$ 10	\$ -	\$ 2,527
	Field Inspection of North Pier Concrete		1	4									8	\$ 1,173	\$ 10	\$ -	\$ 1,183
	Pier Impact Concrete Inspection Memo		1	16	8	0	0	0	0	1	2	2	28	\$ 4,004	\$ 30	\$ -	\$ 4,034
Subtotal			1	16	8	0	0	0	0	1	2	4	\$ 629	\$ 10	\$ 3,000	\$ 3,639	
3.0 Tower Alignment Survey	North Tower			4									4	\$ 629	\$ 10	\$ 3,000	\$ 3,639
	South Tower		1	4									10	\$ 1,422	\$ 10	\$ 150	\$ 1,582
	Tower Alignment Survey Memo		1	12	0	0	2	0	0	1	2	0	18	\$ 2,680	\$ 30	\$ 6,150	\$ 8,860
	Subtotal			1	12	0	2	0	0	1	2	0	4	\$ 629	\$ 10	\$ 3,000	\$ 3,639
4.0 Structural Steel Inspection	Span 10 Auxiliary Truss Inspection			32	32	8	8						16	\$ 1,771	\$ 10	\$ 150	\$ 1,931
	Span 11 Lift Span Inspection			32	32	8	8						64	\$ 8,810	\$ 10	\$ 3,090	\$ 11,910
	Span 12 Auxiliary Truss Inspection			32	32	8	8						16	\$ 1,771	\$ 10	\$ 150	\$ 1,931
	South Tower Inspection			32	32	8	8						64	\$ 8,810	\$ 10	\$ 1,800	\$ 10,620
Subtotal			1	98	100	20	24	0	0	2	2	23	\$ 2,963	\$ 10	\$ 1,800	\$ 4,773	
5.0 Mech. & Elec. Inspection	Lift Span Power Draw Inspection			2									0	\$ -	\$ 150	\$ -	\$ 150
	Lift Span Mech/Elect Detailed Inspection		1	2				16	16	2	2	0	32	\$ 3,543	\$ 150	\$ -	\$ 3,693
	Pier Impact Mech/Elect Inspection Memo		1	2	0	0	0	8	4	2	2	0	19	\$ 2,379	\$ 450	\$ -	\$ 2,529
	Subtotal			1	2	0	0	0	24	20	2	2	51	\$ 5,921	\$ 450	\$ -	\$ 6,371
6.0 Final Report & Recommendations	Data Review & Analysis of Maint., Repair, Rehabilitation		2	2				4	4				20	\$ 2,594	\$ 10	\$ -	\$ 2,604
	Analysis of Bridge Components			2				4	4				32	\$ 3,879	\$ 10	\$ -	\$ 3,889
	Cost Estimating for Rehabilitation Alternatives		4	6				4	4				28	\$ 3,294	\$ 10	\$ -	\$ 3,304
	Final Conclusions & Recommendations Meeting		4	2				4	4				21	\$ 2,778	\$ 10	\$ -	\$ 2,788
Subtotal			10	12	0	0	70	17	16	0	10	135	\$ 16,730	\$ 50	\$ -	\$ 16,780	
Total Hours			34	160	112	20	104	47	36	10	32	8	563				
Total Dollars			\$6,743	\$25,155	\$13,225	\$1,934	\$12,969	\$4,545	\$4,489	\$2,475	\$1,574	\$720		\$ 73,830	\$ 660	\$ 14,940	\$ 89,430

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Prepared by: Fred Kowell
Date: November 3, 2015
Re: IT Professional Services Contract

Every year we contract with Lerner Computer Support for IT support for the office and some of the toll system support. In February 2015, the Port approved a contract of \$18,000 based upon prior historical levels of service. Due to the tolling equipment failure and problems with the auto replenishment programming for BreezeBy, the contract is now over spent. The latest invoices have exceeded the contract amount.

Jack Lerner had to rebuild the lane controller, and it took a significant amount of labor to configure the lane controller with the toll operating system. The auto replenishment routine that runs at midnight is failing and has had to be manually re-run at times. When this happens, there is a sequence of sub-routines that need to run as well, requiring additional time.

Currently, the contract is overspent by \$8,025. With the contract approval of P-Square Solutions, there will be a slight increase in Lerner Computer Support costs during knowledge transfer to P-Square but over time these type of services will be performed by P-Square.

Recently, Lerner Computer Support was called in to assist Fine Solutions in the migration of the new SQL server database and Microsoft GP 2015 application. Although the cost of this GP 2015 upgrade from GP 2010 was budgeted, the budget was not reflected in the contract amount of \$18,000 that was initiated in February 2015.

On an annual basis, a contract amount of \$15,000 should be sufficient but due to the lane controller issue and the cost to upgrade the current financial system, staff would recommend a one-time contract this year for \$28,000.

Annual contract - \$15,000

Lane Controller and Auto Replenishment Shortfall - \$8,000

GP 2015 Upgrade (Budgeted but not in Contract) - \$3,000

Server Upgrade (Budgeted but not in Contract) - \$2,000

RECOMMENDATION: Approve Amendment No. 1 to Professional Services Contract with Lerner Computer Support for IT support for a new contract amount not to exceed \$28,000.

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

1. This Contract is entered into between the Port of Hood River ("Port") and **Jack Lerner Computer Support** ("Contractor"). Contractor agrees to perform the Scope of Work described in attached Exhibit A to Port's satisfaction for a maximum consideration not to exceed **\$28,000**. Port shall pay Contractor in accordance with the schedule and/or requirements in attached Exhibit A.
2. This Contract shall be in effect from the date at which every party has signed this Contract through the date at which funds are exhausted. Either Contractor or Port may terminate this Contract in the event of a breach of the Contract by the other. Port may terminate this Contract for any reason by giving 30 days written notice to Contractor at Contractor's address listed below. If Port terminates this Contract, Contractor shall only receive compensation for work done and expenses paid by Contractor prior to the Contract termination date.
3. All work products of the Contract, which result from this Contract, are the exclusive property of Port. Port shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
4. Contractor will apply that skill and knowledge with care and diligence to perform the work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession. Contractor will, at all times during the term of the Contract, be qualified, professionally competent, and duly licensed to perform the work.
5. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
6. Contractor shall indemnify, defend, save, and hold harmless Port, its Commissioners, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall carry insurance as described in Exhibit B.
7. This Contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
8. This Contract shall be governed by the laws of the State of Oregon and any litigation involving any question arising under this Contract must be brought in the Circuit Court in Hood River County, Oregon. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
9. Contractor shall adhere to all applicable federal, state, and local laws and regulations, including those governing its relationship with its employees.
10. This Contract contains the entire agreement between Contractor and Port and supersedes all prior written or oral discussions or agreements. Any modification to this Contract shall be reduced to writing and signed by the Contractor and Port. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of Port.
11. The person signing below on behalf of Contractor warrants they have authority to sign for and bind Contractor.

JACK LERNER COMPUTER SUPPORT

PORT OF HOOD RIVER

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

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

**Personal Services Contract
Exhibit A**

I. SCOPE OF WORK:

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

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

II. DELIVERABLES AND TIMEFRAME:

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

III. CONSIDERATION:

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

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

IV. BILLING AND PAYMENT PROCEDURE:

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

- Invoice date
- Project or task title
- Record of hours worked and a brief description of activities
- Billing rate applied
- Description of reimbursable items

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

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

**Personal Services Contract
Exhibit B**

INSURANCE

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

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

_____ Required and attached OR ___x___ Contractor is exempt

Certified by Contractor: _____
Signature/Title

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

_____ Required and attached Waived by Finance Manager ___X_____

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

_____ Required and attached Waived by Finance Manager ___X_____

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

___x___ Required and attached Waived by Finance Manager _____

- 5. On All Types of Insurance. There shall be no cancellation or intent not to renew the insurance coverages without 30-days written notice from the Contractor or its insurer(s) to the Port, except 10 days for premium non-payment.
- 6. Certificate of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish acceptable insurance certificates to the Port at the time Contractor returns the signed Contract. The General Liability certificate shall provide that the Port, its Commissioners, officers, agents, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the Port. Insuring companies or entities are subject to Port acceptance. If requested, complete copies of the insurance policy shall be provided to the Port. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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Prepared by: Anne Medenbach
Date: November 3, 2015
Re: Westech Construction Inc.
Lower Mill-Building Demolition

There are two buildings at the Lower Mill site, a shop and an office. The office building on the north side will need to come down before the Port constructs a building on the lot. Asbestos found in the building was remediated last week and the building is ready for demolition. The shop building will also need to be demolished so that the site is clear and ready for new development.

The shop is an old building that could only be used for equipment storage. It will be costly to demolish but will ultimately affect our sales price if not removed. Furthermore, we have a processor on site now that can process the concrete in the building and slabs for use as fill in the log pond excavation.

Westech Construction Inc. and JAL Inc. are both on site with equipment that can be used for the demolition. Additional specialty equipment is needed, but the trucks used for hauling are already there. Doing the demolition now would take advantage of that mobilization. Quotes came in at the following prices:

- | | |
|-----------------------------|-------------|
| 1. Westech Construction Inc | \$44,336.00 |
| 2. JAL Construction Inc. | \$46,163.50 |

RECOMMENDATION: Approve contract with Westech Corporation Inc., to demolish two buildings at the Lower Mill site for an amount not to exceed of \$44,336.00, subject to legal counsel review.

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Prepared by: Anne Medenbach
Date: November 3, 2015
Re: Archeological Investigations Northwest Inc.
Lower Mill - Additional Services

Archeological Investigations Northwest Inc, (AINW) is the company that has been on site at the Lower Mill excavation to monitor for culturally significant findings. The initial contract was for five 8 hour days. The contractor has been working 10 hour days and also had overtime due to travel time.

The excavation has taken longer than we anticipated, and we need an archaeologist due to the way the wood waste was originally placed (multiple layers). Archeological services are a requirement of the EPA.

At the time of the Commission meeting , AINW will have been on site for thirteen days, eight days more than originally anticipated.

RECOMMENDATION: Ratify Amendment #1 to contract with Archaeological Investigations Northwest Inc. for Lower Mill project not to exceed of \$9,108, subject to legal counsel review.

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**AMENDMENT NO. 1
TO PERSONAL SERVICES CONTRACT**

This Amendment No. 1 to the Personal Services Contract ("Contract") is entered into this 20th day of October, 2015 by and between Archaeological Investigations Northwest Inc. ("Consultant") an Oregon corporation and the Port of Hood River ("Port"), an Oregon Special District.

RECITALS:

WHEREAS, Consultant and Port entered into a Personal Services Contract dated October 7th for cultural artifacts monitoring of the excavation at the Hanel Mill property ("Project"); and

WHEREAS, Consultant agrees to continue working for an additional 8 days on the Project as described in the attached Scope-of-Work Exhibit; and

WHEREAS, all terms used in this Amendment No. 1 have the meaning given to them in the Contract, as amended hereby, unless otherwise defined herein.

NOW THEREFORE, Port and Consultant agree to carry out the additional work tasks for an amount not to exceed **\$9,108.00** for a total contract amount not to exceed **\$16,016.00**.

IN WITNESS WHEREOF, the parties hereto have caused Amendment No. 1 to be duly executed the day and year first above written.

**Archeological Investigations
Northwest Inc.**

PORT OF HOOD RIVER

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