



**PORT OF HOOD RIVER COMMISSION**  
**MEETING AGENDA**  
**May 1, 2018**  
**Marina Center Boardroom**

---

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

1. Call to Order
  2. Modifications, Additions to Agenda
  3. Open Public Hearing on Draft Administrative Rules Governing Public Private Partnerships related to Bridge Replacement (*Kevin Greenwood – Page 3*)
  4. Public Comment (5 minutes per person per subject; 30-minute limit)
  5. Consent Agenda
    - a. Approve Minutes of April 17 Spring Planning Work Session and Regular Session (*Jana Scoggins – Page 53*)
  6. Reports, Presentations and Discussion Items
    - a. Expo DDA Lot 6 Parking Analysis (*Michael McElwee – Page 59*)
    - b. Bridge Replacement Project Update (*Kevin Greenwood – Page 69*)
    - c. Spring Planning Discussion Topic: Future Focus (*Michael McElwee – Page 93*)
  7. Director's Report (*Michael McElwee – Page 111*)
  8. Commissioner, Committee Reports
    - a. Airport Advisory Committee – April 26
  9. Action Items
    - a. Approve Contract with S2 Contractors, Inc. for Paving East Portion of West Jensen Building Parking Lot (*Anne Medenbach – Page 115*)
    - b. Approve Contract for Stadleman Waterline Improvement Project (*Anne Medenbach – Page 117*)
    - c. Approve Service Contract with Kapsch TraffiCom USA for Tolling System Hardware Service Not to Exceed \$43,662 (*Fred Kowell – Page 119*)
    - d. Approve Port Resolution No. 2017-18-5 Adopting Personnel Policies as Defined (*Fred Kowell – Page 127*)
  10. Commission Call
  11. Close Public Hearing
- 

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

12. Possible Action
13. 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.*

# Commission Memo



Prepared by: Kevin Greenwood  
Date: May 1, 2018  
Re: Public Hearing No. 2 - P3 Rules

---

With the passage of HB 2750, the Oregon State Legislature allowed the Port of Hood River to consider Public Private Partnerships (P3s) if the Port would develop rules similar to the State's. Steve Siegel has been a technical advisor throughout the process. This schedule, developed by Siegel and Port Staff, has been moving along and May 1st is the second and final opportunity for the Commission to hear public comment on the Rules.

As of April 24, the Port had received four sets of comments (all of which are available at [https://portofhoodriver.com/wp-content/uploads/2018/04/P3-Rules-18.04.24\\_Redacted.pdf](https://portofhoodriver.com/wp-content/uploads/2018/04/P3-Rules-18.04.24_Redacted.pdf)).

Siegel and staff have reviewed the comments and were able to improve the rules based on received input. Attached is a memo from Siegel on the significant changes and a red-lined version of the rules. Mr. Siegel will call in to summarize the changes and answer any questions.

- Key timeline dates (Commission meetings in *italics*), X=completed:
  - *Prelim Review Draft #1 Discussed* .....January 23, 2018 X
  - *Commission Directs Changes to Draft #1*.....February 6, 2018 X
  - *Commission Directs Changes to Draft #2*.....February 20, 2018 X
  - Public Discussion Draft Released .....February 23, 2018 X
  - Written Comments Due .....March 15, 2018 X
  - *Public Hearing #1* .....March 20, 2018 X
  - *Commission Reviews PD Draft Changes (none)*..... April 3, 2018 X
  - Staff Prepares Revised Recommended Draft .....April 6, 2018 X
  - Notice for Second Hearing.....April 13, 2018 X
  - Written Comments Due .....April 27, 2018 X
  - Staff Prepares Compilation of Comments .....April 30, 2018 X
  - *Public Hearing #2* ..... May 1, 2018
  - Comments Reviewed; Recommendations to Comm..... May 4, 2018
  - Post Final Draft on Website ..... May 11, 2018
  - *Commission Vote on Final Draft of Rule* ..... May 15, 2018

Upon closure of the Hearing, staff will compile, review, and analyze comments and post a final draft on the website.

**RECOMMENDATION:** Open hearing and receive public comment on the P3 rules.

This page intentionally left blank.

TO: Port of Hood River Commission, Michael McElwee, Kevin Greenwood

FROM: Steve Siegel

SUBJ: Proposed Final Draft of Public-Private Partnership (P3) Rule

About 60 specific comments were received from four testifiers during the public review period. The comments reflected in depth reviews by the testifiers, all of whom were transportation professionals, some of whom specialized in P3 projects. In addition, ODOT reviewed the Draft Rule and did not provide written testimony, but verbally advised the Port's lobbyist that they found that the Port's Draft Rule substantially conforms to the ODOT Rule, as required by the statute.

The attached Proposed Final Draft shows the redline revisions to the Public Review Draft proposed for Commission action. Most of the proposed revisions reflect grammatical or citation corrections, terminology refinements for understandability, or other technical clarifications; but there are a few that deserve attention from the Commission. Below is a summary of the key issues identified in the comments:

1. Establish limitations in the Rule regarding the types of P3 arrangements the Port will consider. Comments were received that the Rule should prohibit P3 agreements wherein (i) ownership is transferred to the private entity, (ii) public resources other than toll revenue are provided to the P3 partner, and (iii) the P3 partner is involved in toll setting. We concluded it was premature to establish these prohibitions in the rule. The Port will be undertaking analyses of P3 market for the replacement bridge. Establishing limitations on deal points in the rule prior to these analyses would simply amount to a guess about what is feasible. If it is feasible to restrict ownership, public funding requirements, etc., the Commission can do so later in the RFP. Thus, no revisions to the rule are proposed in response to these comments.
2. Streamline the process by eliminating inefficiencies. P3 entities are sensitive to the amount of time a procurement process takes because time is money. The comments address two different ways to expedite the process:
  - a. Tighten time period requirements in the rule. Early drafts of the rule had tight time frames. In the preparation of various drafts, the time period requirements were lengthened. Upon review, we believe that some time period requirements should be retightened. As a result, revisions are proposed to subsections 4.4(1), 5.2(7), 6.3(4) and (5), each of which shorten the time period for appeals.
  - b. Allow Director to take additional intermediate actions that currently are assigned to the Commission. There is full agreement that the major policy and substantive actions during the procurement (i.e.; issuing the RFP, selecting proposals for detailed evaluation, selecting the preferred proposal, approving agreements, etc.) should be taken by the Commission. But there are intermediate actions that are more procedural in nature that could be made by the Director in shorter time frames without undermining the Commission's role. The initial draft of the Rule had the Director handling these items, the Public Review Draft placed responsibility for these actions on

the Commission, and the attached proposed final rule seeks to refine the balance. As a result, revisions are proposed to subsections 4.1(6)(c), which expands to the types of addenda to an RFP that the Director may issue without Commission approval; 4.4.(4)(a), which allows the Director to approve changes in the proposed Team prior to any action by the Commission selecting or rejecting the team (after a Commission action, any change in the Team still requires Commission approval); 4.5(5) and (6), which allows the Director to determine the penalty associated with lobbying (which is now referred to as unauthorized public communications), although the Director's determination can be appealed to the Commission; and 5.2, which allows the Director to determine Unresponsive Submissions (with appeals to the Commission).

3. Restrict, to the extent permitted by law, public disclosure of Submissions and the Evaluation Panel's report until after the Agreement is executed. The final selection of a preferred proposer does not occur until after the Agreement is approved (subsection 3(4)). Until then, it is possible that there may be Competitive Negotiations with multiple proposers, or there may be further consideration of a lower ranked proposer if an agreement cannot be reached with a higher ranked proposer. Allowing proposers to have access to the Submissions or the report of the Evaluation Panel during this period could undercut the Port's ability to get the best deal. Thus, subsection 5.3(8) was amended to permit the Port to withhold public disclosure of Submissions and evaluation reports until after the Agreement is approved. This creates a secondary problem. Proposers that are rejected or lower ranked will want to review, and potentially appeal, these results. Without access to the Submissions and evaluation panel reports, there needs to be a public record of the basis for the Port's actions – this is provided by a revision to subsection 6.1(3), requiring the Director's recommendation to include an explanation of the reasons for the recommendation, and subsection 6.2(2), which requires the Commission, when acting to approve or reject Submissions, to include findings as to its reasons.

-###-

**PORT OF HOOD RIVER RULE**  
**PUBLIC PRIVATE PARTNERSHIPS FOR BRIDGE PROJECTS AND BRIDGE PROJECT ACTIVITIES**

<b><u>1</u></b>	<b><u>PURPOSE AND INTENT OF THE RULE</u></b>	<b><u>1</u></b>
<b><u>2</u></b>	<b><u>DEFINITIONS</u></b>	<b><u>1</u></b>
<b><u>3</u></b>	<b><u>GENERAL AUTHORITY TO ENTER A PUBLIC-PRIVATE PARTNERSHIP FOR A BRIDGE PROJECT OR A BRIDGE PROJECT ACTIVITY</u></b>	<b><u>5</u></b>
<b><u>4</u></b>	<b><u>SOLICITATION OF QUALIFICATIONS AND/OR PROPOSALS FOR A PUBLIC-PRIVATE PARTNERSHIP FOR A BRIDGE PROJECT OR BRIDGE PROJECT ACTIVITY</u></b>	<b><u>6</u></b>
<b><u>4.1</u></b>	<b><u>Solicitation Documents</u></b>	<b><u>6</u></b>
<b><u>4.2</u></b>	<b><u>Eligible Proposers, Team Members, Key Persons, and Major Partners</u></b>	<b><u>8</u></b>
<b><u>4.3</u></b>	<b><u>Contents of a Proposal or Statement of Qualifications</u></b>	<b><u>9</u></b>
<b><u>4.4</u></b>	<b><u>Obligation to Update Changed Information</u></b>	<b><u>10</u></b>
<b><u>4.5</u></b>	<b><u>Communications during the Solicitation, Evaluation, and Negotiation Process</u></b>	<b><u>12</u></b>
<b><u>5</u></b>	<b><u>SELECTION OF A TEAM OR TEAMS FOR NEGOTIATING AGREEMENT(S) FOR A PUBLIC-PRIVATE PARTNERSHIP FOR A BRIDGE PROJECT OR BRIDGE PROJECT ACTIVITY</u></b>	<b><u>14</u></b>
<b><u>5.1</u></b>	<b><u>Evaluation Panel</u></b>	<b><u>14</u></b>
<b><u>5.2</u></b>	<b><u>Initial Screening for Responsiveness of Submissions</u></b>	<b><u>14</u></b>
<b><u>5.3</u></b>	<b><u>Evaluation of Responsive Submissions</u></b>	<b><u>16</u></b>
<b><u>6</u></b>	<b><u>RECOMMENDATION AND APPROVAL OF PROPOSERS FOR NEGOTIATION</u></b>	<b><u>20</u></b>
<b><u>6.1</u></b>	<b><u>Director’s Recommendation to the Commission</u></b>	<b><u>20</u></b>
<b><u>6.2</u></b>	<b><u>Commission Review and Selection of Proposers for Negotiation</u></b>	<b><u>21</u></b>
<b><u>6.3</u></b>	<b><u>Appeals of Port Action to Reject Submissions</u></b>	<b><u>22</u></b>
<b><u>7</u></b>	<b><u>NEGOTIATION AND APPROVAL OF AGREEMENTS FOR BRIDGE PROJECTS OR BRIDGE PROJECT ACTIVITIES</u></b>	<b><u>23</u></b>
<b><u>7.1</u></b>	<b><u>Negotiation Team</u></b>	<b><u>23</u></b>
<b><u>7.2</u></b>	<b><u>Legal Counsel</u></b>	<b><u>23</u></b>
<b><u>7.3</u></b>	<b><u>Negotiation and Approval of Agreements</u></b>	<b><u>24</u></b>
<b><u>7.4</u></b>	<b><u>Term Sheet</u></b>	<b><u>25</u></b>
<b><u>7.5</u></b>	<b><u>Terms of the Agreement</u></b>	<b><u>26</u></b>
<b><u>7.6</u></b>	<b><u>Port Approval of Major Subcontractors</u></b>	<b><u>28</u></b>
<b><u>8</u></b>	<b><u>PUBLIC DISCLOSURE AND PUBLIC RECORDS REQUESTS</u></b>	<b><u>29</u></b>
<b><u>8.1</u></b>	<b><u>Designation of Sensitive Business, Commercial or Financial Information</u></b>	<b><u>29</u></b>
<b><u>8.2</u></b>	<b><u>Public Records Requests</u></b>	<b><u>31</u></b>
<b><u>9</u></b>	<b><u>TERMS AND CONDITIONS</u></b>	<b><u>33</u></b>
<b><u>10</u></b>	<b><u>NOTICES</u></b>	<b><u>36</u></b>

1 **PORT OF HOOD RIVER RULE**

2 **PUBLIC PRIVATE PARTNERSHIPS FOR BRIDGE PROJECTS AND BRIDGE PROJECT ACTIVITIES**

3  
4 **1. PURPOSE AND INTENT OF RULE**

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

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

14 **2. DEFINITIONS**

15 As used in this rule:

16 1. "Agreement" means a written agreement, including but not limited to a contract, for a  
17 Bridge Project or Bridge Project Activity that is entered into under ORS 381.310 ORS 381.314.

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

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

24 4. "Bridge Project Activity" means an activity that a Private Entity undertakes in accordance  
25 with an Agreement with the Port of Hood River to plan, acquire, finance, develop, design, construct,  
26 reconstruct, replace, improve, maintain, manage, repair, lease, or operate a bridge, Bridge Project, or any  
27 Related Facility, including all ancillary activities.



Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)

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

3 4.6. “Clarification” means additional materials or information regarding a Submission that is  
4 provided to the Port by the proposer at the request of the Port

5 7. “Commission” means the Port of Hood River Commission.

6 5.8. “Competitive Negotiations” means negotiations of Term Sheets or Agreements between the  
7 Port and multiple proposers that are undertaken as part of the process of evaluating and selecting the  
8 preferred Submission, as more fully described in subsection 7.3(2)(b) and (3) of the Rule.

9 6.9. “Days” means calendar days, unless specified as business days, and include Saturdays,  
10 Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any  
11 Saturday, Sunday, or legal holiday, the period shall be extended to include the next day which is not a  
12 Saturday, Sunday or legal holiday.

13 7.10. “Direct Negotiations” means the undertaking of negotiations between the Port and a  
14 single selected proposer regarding a Term Sheet or Agreement, as described in paragraph 3.2(a) of  
15 subsection 9.2.7.3.

16 8.11. “Director” means the Executive Director of the Port of Hood River, a Port employee  
17 authorized in writing by the Executive Director to act under this Rule in the place of, on behalf of, and with  
18 the authority of the Executive Director to perform specified Executive Director tasks, or a Port employee  
19 authorized by the Commission to act in the place of and with the authority of the Executive Director under  
20 this Rule if the Executive Director is unavailable.

21 9.12. “Evaluation Panel” means the panel of persons appointed by the Director to evaluate a  
22 proposal for a Bridge Project or Bridge Project Activity under subsection 5.1 of this Rule.

23 10.13. “Key Person” means an official in a Managing Entity, Ownership Entity, or Major  
24 Subcontractors who plays a critical role in running the enterprise or a critical role in a proposal and whose  
25 loss or unavailability could jeopardize the success of the proposal.

26 ~~11.1.~~ ~~“Lobbying” has the meaning given that term in paragraph (3) of subsection 4.5 of this~~  
27 ~~Rule.~~

28 12.14. “Local Government” has the meaning given that term in ORS 174.116.

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

1 ~~13~~15. “Major Partner” means a Private Entity that has an ownership interest in excess of 25%  
2 in a Managing Entity, Ownership Entity, or Major Subcontractor, as applicable.

3 ~~14~~16. “Major Subcontractor” is the member of the Team, other than the Managing Entity,  
4 designated in the proposal to have primary responsibility for one or more of the following: project  
5 development, engineering, architecture/design, project management, construction (including any  
6 construction subcontractors with subcontracts of at least 10% of the construction budget), legal, financial,  
7 operations, or maintenance.

8 ~~15~~17. “Managing Entity” means the Private Entity or Private Entities authorized to execute  
9 Agreements for the proposal and that will have primary management and oversight responsibility for the  
10 performance of the obligations under an Agreement. The Managing Entity may also be a Major  
11 Subcontractor or an Ownership Entity.

12 ~~16~~18. “Negotiation Team” shall have the meaning provided in paragraph (1) of subsection 7.1  
13 of this Rule.

14 ~~17~~19. “Notice of an Unresponsive Submission” means a written notice sent by the Director to  
15 a proposer stating that (a) the proposal was deemed incomplete or otherwise unresponsive to the  
16 requirements of these Rules or the Solicitation Document; (b) the proposal will not be considered further,  
17 and (c) the reasons for the determination.

18 ~~18~~20. “Organizational Disclosure Requirements” means any information, certifications, forms,  
19 or attestations required by the Port regarding the qualifications, expertise, experience, financial backing,  
20 integrity, ownership, litigation and claims history, organizational structure, and decision-making structure  
21 of any Team member, Key Person, or Major Partner associated with a proposal.

22 ~~19~~21. “Ownership Entity” means a Private Entity or Private Entities anticipated to have an  
23 ownership interest in the Bridge Project of at least 25% or that are the managing partners of an ownership  
24 group anticipated to have an ownership interest in the Bridge Project of at least 25%

25 ~~20~~22. “Port” means the Port of Hood River.

26 ~~20~~23. “Private Contribution” means resources supplied by a Private Entity to accomplish all or  
27 part of the work on a Bridge Project, including but not limited to, funding; financing; providing income or  
28 revenue; in-kind contributions of engineering, construction, or maintenance services; the acceptance of  
29 risks otherwise borne by the public, or other services or items of value provided by a Private Entity.

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

1 ~~24-24.~~ 24. "Private Entity" means any entity that is not a unit of government, including but not  
2 limited to a corporation, partnership, company, nonprofit organization, joint venture, or other legal entity,  
3 or a natural person.

4 25. "Project" means a Bridge Project or Bridge Project Activity.

5 ~~22-26.~~ 26. "Public Communications" has the meaning given that term in paragraph (3) of subsection  
6 4.5 of this Rule.

7 ~~23-27.~~ 27. "Public-Private Partnership" or "PPP" means an arrangement resulting from an  
8 Agreement between the Port and one or more Private Entities ~~that includes a Private Contribution and~~  
9 ~~provide~~ for the design, ~~and~~ construction, maintenance, ~~and~~ operation, financing, or ownership of the  
10 Bridge Project or Bridge by one or more Private Entities that includes a Private Contribution and, in return,  
11 the right of the Private Entity (or Entities) to receive all or a portion of toll revenues from the Bridge or  
12 Bridge Project and/or other public funds or resources. The use of the word "partnership" in all contexts  
13 under this Rule is not intended to mean or to confer on the relationship formed between the Port and a  
14 Private Entity any of the attributes or incidents of a partnership under common law or under ORS chapters  
15 67 and 70.

16 ~~24.~~ 24. ~~"Private Contribution" means resources supplied by a Private Entity to accomplish all or~~  
17 ~~part of the work on a Bridge Project, including but not limited to, funding, financing, providing income or~~  
18 ~~revenue; in kind contributions of engineering, construction, or maintenance services; or other items of~~  
19 ~~value provided by a Private Entity.~~

20 ~~25-28.~~ 28. "Related Facilities" means real or personal property for: (a) operating, maintaining,  
21 renovating, or facilitating the use of a Bridge; (b) providing goods and services to people who use a Bridge;  
22 or (c) generating revenue that can reduce tolls or that will be deposited in an account established under  
23 an Agreement.

24 ~~26-29.~~ 29. "Responsive Submission" means a Submission that complies with all requirements,  
25 terms, and conditions of a Solicitation Document and this Rule.

26 ~~27-30.~~ 30. "Rule" means this rule of the Port of Hood River regarding public-private partnerships for  
27 a Bridge Project or Bridge Project Activity.

28 ~~28-31.~~ 31. "Sensitive Business, Commercial or Financial Information" means information submitted  
29 by a Private Entity in connection with a proposal for a Bridge Project or Bridge Project Activity, which

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

1 complies with the criteria in paragraph (2) if subsection 8.1 of this Rule, and which is exempt from public  
2 disclosure under Oregon law and this Rule.

3 ~~29.32.~~ 32.32. "Solicitation Document" means a written request for proposals, request for qualifications,  
4 or any similar call for proposals or proposers issued by the Port in connection with a Bridge Project or  
5 Bridge Project Activity, including any addenda thereto.

6 ~~30.33.~~ 33.33. "Solicited Proposal" means a proposal submitted in response to a Solicitation Document.

7 ~~31.34.~~ 34.34. "Submission" means a proposal or a statement of qualifications submitted in response to  
8 or in connection to a Solicitation Document.

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

11 ~~32.36.~~ 36.36. "Submission Performance Guaranty" means a legal commitment or other instrument  
12 provided by a proposer in or in conjunction with a Submission that provides assurance to the Port of the  
13 proposer's capacity to perform or intent to perform under the Submission, should it be selected by the  
14 Port.

15 ~~33.37.~~ 37.37. "Team" means the Managing Entities, Ownership Entities, Major Subcontractors, and  
16 other significant participants proposed to undertake a Bridge Project or Bridge Project Activity.

17 ~~34.38.~~ 38.38. "Term Sheet" means a non-binding agreement, approved by the Commission pursuant to  
18 subsection 7.4 of this Rule, specifying preliminarily agreed-upon terms for preparing the final Agreement  
19 or Agreements.

20 ~~35.39.~~ 39.39. "Unresponsive Submission" means a Submission that does not comply with all  
21 requirements, terms, and conditions of a Solicitation Document and this Rule.

22 ~~36.40.~~ 40.40. "Unsolicited Proposal" means a proposal to the Port by a Private Entity for a Bridge Project  
23 or Bridge Project Activity that is not submitted pursuant to a Solicitation Document.

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

26 (1) The Port may, in accordance with ORS 381.310 to ORS 381.314 and this Rule, solicit  
27 proposals or qualifications and enter into Direct Negotiations or Competitive Negotiations for a Public-  
28 Private Partnership to plan, acquire, finance, develop, design, manage, construct, reconstruct, replace,  
29 improve, maintain, repair, operate, or own a Bridge Project or Bridge Project Activity if the Commission

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

1 has determined that such an approach has the potential to accelerate cost-effective delivery of the Project  
2 or reduce the public cost or risk of carrying out the Project.

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

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

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

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

16 **4.1 Solicitation Documents**

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

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

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

1           (3)     The Port may require in a Solicitation Document (or an Addendum or a notice) that the  
2 proposer provide to the Port a ~~a proposer to pay a proposal review fee, in an amount prescribed~~  
3 Submission Performance Guaranty in the Solicitation Document, to accompany a Submission (or during  
4 the evaluation of proposals or the negotiation of Agreements). If required ~~by the Solicitation Document to~~  
5 accompany a Submission, the Port shall not ~~accept or~~ consider a Submission that is not accompanied by  
6 ~~payment of the required fee~~ the required Submission Performance Guaranty.

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

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

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

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

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

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

24           (6)     Following the issuance of the initial Solicitation Document, the Port may from time to  
25 time issue an addendum to the Solicitation Document or a writing requesting ~~additional~~  
26 ~~information~~ Clarifications, the addition or deletion of project features, alternative financing terms,

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

1 additional Organizational Disclosure Requirements, and other materials not included in the initial  
2 Solicitation Document or initial Submissions.

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

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

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

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

21 **4.2 Eligible Proposers, Team Members, Key Persons, and Major Partners**

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

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

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

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

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

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

11 **4.3 Contents of a Proposal or Statement of Qualifications**

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

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

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



**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

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

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

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

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

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

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

19 **4.4 Obligation to Update Changed Information**

20 (1) The proposer must notify the Port of Any change in the status of the proposer, ~~the a~~  
21 Team member, ~~any of the a~~ Key Persons, or ~~any a~~ Major Partners within five (5) business days of the date  
22 of the known change. A change in status under this Rule includes (a) the replacement of a Team member,  
23 Key Person, or Major Partner; (b) a shift in the role or a material commitment of a Team member, Key  
24 Person, or Major Partner; and (c) reorganization of the business structure or corporate structure of the  
25 proposer, Team Member, or a Major Partner amounting to a transfer of over twenty percent (20%) of the  
26 entity's ownership (at one time or cumulatively during the procurement process). The notice to the Port

Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)

1 shall include an explanation of the reason(s) for the change, and all information on the changed entity or  
2 entities that are required by this Rule or the Solicitation Documents. Those entities ~~must be reported to~~  
3 ~~the Port within fourteen (14) calendar days of the known change, and those~~ whose status has changed or  
4 who have been added are required to satisfy all Organizational Disclosure Requirements within the  
5 ~~fourteen~~ five (5) business day period; provided, however, the Director may prescribe in writing a longer  
6 time period for fulfillment of the Organizational Disclosure Requirements if she or he finds special  
7 circumstances that justify an extension. For purposes of this section, a “change in the status of a proposer”  
8 ~~includes reorganization of the business structure or corporate structure of the proposer, Team Member,~~  
9 ~~or a Major Partner amounting to a transfer of over twenty five percent (25%) of the entity’s ownership.~~

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

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

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

17 (a) If notice of a proposed change in the status of the proposer, a Team member, a  
18 Key Person, or a Major Partner is received by the Port prior to a Commission action approving or rejecting  
19 a Submission for detailed evaluation, the Director shall have the authority to (i) approve the change; (ii)  
20 reject the change and provide the proposer additional time to propose a different change; or (iii) reject  
21 the change and terminate further consideration of the proposal. In making this determination, the  
22 Director shall consider (i) the extent of the change proposed by the proposer, (ii) the experience, technical  
23 capacity, and organizational disclosure of the entities involved in the change, and (iii) the impacts of  
24 considering or allowing the change on the fairness and schedule of the solicitation process. Unless  
25 otherwise extended by the Director, the Director shall notify the proposer of his or her decision and  
26 reasons for the decision within a five (5) business day period from the date the Port receives notice from  
27 the proposer under subsection 4.4(1).

28 (b) If notice of a proposed change in the status of the proposer, a Team member, a  
29 Key Person, or a Major Partner is received by the Port following a Commission action approving or

1 rejecting a Submission for detailed evaluation, the Commission shall have the authority to (i) approve the  
2 change; (ii) reject the change and provide the proposer additional time to propose a different change; or  
3 (iii) reject the change and terminate further consideration of the proposal. In making this determination,  
4 the Commission shall consider (i) the extent of the change proposed by the proposer, (ii) the experience,  
5 technical capacity, and organizational disclosure of the entities involved in the change, and (iii) the impacts  
6 of considering or allowing the change on the fairness and schedule of the solicitation process. The  
7 Commission shall hear the appeal within fourteen (14) days of the Port receipt of the notice of the  
8 proposed change, unless this time is extended by the Commission.

9 **4.5 Communications during the Solicitation, Evaluation, and Negotiation Process**

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

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

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

Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)

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

16 (5) Any ~~violation of the prohibition against Lobbying~~unauthorized Public Communications  
17 ~~shall~~may constitute grounds for (i) disqualifying the violator but not the proposal (allowing the Team to  
18 replace the violator) or (ii) terminating consideration of the proposal of the violator, depending on the  
19 nature and extent of the unauthorized Public Communications. The Director shall determine whether  
20 prohibited Lobbying has occurred. If the Director determines that unauthorized ~~Lobbying~~Public  
21 Communications occurred, the Director shall send notice to the violator or violators stating the nature of  
22 the violation and the penalty, if any.

23 (6) Any proposer or potential proposer receiving notice under paragraph (5) of this  
24 subsection shall have five (5) business days after receiving the Port notice to file a written appeal of the  
25 Director’s determination to the Commission stating its reasons why the Director’s determination is  
26 unwarranted. If the Director’s determination is not appealed or the Commission upholds the Director’s  
27 determination, the penalty, if any, stated in the Director’s notice under subsection 4.5(5) will be imposed.  
28 If appealed, the~~The~~ Commission may amend or overturn the determination (and penalty) of the Director  
29 if the Commission finds that (i) there was not any improper contact or (ii) the contact was unintended or  
30 incidental and contact could not have reasonably given the violator or the violator’s proposal a  
31 competitive advantage. ~~If the Director’s determination is not appealed or the Commission upholds the~~

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

~~Director's determination that Lobbying occurred, the Commission shall, in its reasonable discretion, impose the appropriate penalty.~~

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

**5.1 Evaluation Panel**

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

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

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

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

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

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

**5.2 Initial Screening for Responsiveness of Submissions**

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

(2) Each Submission received by the Submission Deadline at the correct location will be assessed to determine if it is a Responsive Submission. ~~which will receive detailed consideration by the~~

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

1 ~~Port, or an Unresponsive Submission, which will not receive detailed consideration.~~ (3) To be a  
2 Responsive Submission, ~~the Commission must find that~~ the Submission must:

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

4 (b) ~~Is~~Be accompanied by the ~~fee~~Submission Performance Guaranty, if required by  
5 the Solicitation Document, ~~if any, or Addenda require such a guaranty to accompany the~~  
6 Submission.

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

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

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

12 (43) Any Submission that ~~the Commission find~~ does not comply with all criteria in paragraph  
13 (32) of this subsection shall be an Unresponsive Submission and shall ~~not be considered~~disqualified from  
14 further consideration.

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

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

22 (b) If any of the items reviewed in paragraph (54)(a) of this subsection is found to be  
23 deficient, the proposer shall be notified in writing by the Port, and if the proposer has not fully rectified  
24 the deficiency or deficiencies in the Port's notice by within five (5) business days following the date on  
25 which notice is provided, as set forth in section 10 of this Rule, ~~consideration of the Submission may be~~  
26 terminated unless a later date is authorized in writing by the Director due to special circumstances. Failure

Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)

1 to fully rectify the deficiency or deficiencies within the required time period shall make the Submission  
2 and Unresponsive Submission.

3 (c) Each Submission complying with the criteria in paragraph ~~(54)~~(a) of this  
4 subsection will be reviewed by the Evaluation Panel to ~~determine~~assess if the Submission (i) provides all  
5 information required by the Solicitation Document and (ii) complies with all other applicable requirements  
6 under this Rule and the Solicitation Document. ~~The Evaluation Panel may request in writing clarifications~~  
7 ~~from a proposer regarding its Submission, and may take such clarifications received from the proposer~~  
8 ~~into account in making its assessment.~~ The Evaluation Panel will report its findings in writing to the  
9 Director.

10 ~~(65)~~ After reviewing the findings of the Evaluation Panel, the Director shall ~~recommend to the~~  
11 ~~Commission a list of those~~ determine which, if any, Submissions ~~that are Responsive Submissions, which,~~  
12 ~~subject to Commission approval, will be further considered by the Evaluation Panel, and those~~  
13 ~~Submissions that are Unresponsive Submissions which, subject to Commission approval, that~~ will not  
14 receive any further consideration, ~~and an explanation of the reasons for the recommendation. The~~  
15 ~~Director shall make the recommendation available to proposers by issuing a written notice to the~~  
16 ~~proposers or by an electronic posting of the recommendation.~~

17 ~~(76)~~ If the Director ~~recommends~~determines that a Submission is an Unresponsive Submission,  
18 the Director shall promptly convey to the proposer a "Notice of an Unresponsive Submission" stating his  
19 or her reasons for the ~~recommendation~~determination. A proposer receiving a Notice of an Unresponsive  
20 Submission shall have ~~fourteen (14)~~five (5) business days from the date of notice, as set forth in section  
21 ~~6.3(4)~~10 of this Rule, to appeal in writing to the Port. The written appeal shall explain in detail why the  
22 Notice of an Unresponsive Submission was issued in error. If appealed, the Commission shall hear the  
23 appeal within fourteen (14) days after Port receipt of the appeal, unless the time is extended by the  
24 Commission. If not appealed, the Director's determination shall take effect at the close of the appeal  
25 period.

26 ~~(8)~~ ~~Each Submission approved by the Commission as a Responsive Submission shall be~~  
27 ~~evaluated by the Evaluation Panel pursuant to subsection 5.3 of this Rule. Further consideration of a~~  
28 ~~Submission designated as an Unresponsive Submission shall be terminated upon the Commission's action.~~

29 **5.3 Evaluation of Responsive Submissions**

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

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

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

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

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

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

11                           (C)     The traffic capacity of the design;

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

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

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

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



Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)

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

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

7 (g) If the Submission proposes private sector involvement or control in the setting of  
8 toll rates and fees, the nature and level of the private sector’s involvement or control, the nature and level  
9 of public oversight of the private sector’s involvement or control, and, if applicable, ~~the~~ proposed terms  
10 that the proposer offers for engaging in the bridge project activity, including regarding:

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

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

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

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

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

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

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

3 (a) Request in writing ~~additional information~~ Clarifications from proposers;

4 (b) Employ outside technical or legal advice, subject to the decision of the  
5 Commission to retain such technical or legal advisors;

6 ~~(c) Seek public input;~~

7 ~~(d)~~ Undertake reference checks of Team members, and

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

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

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

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

24 (b) Solicitation of comments from the appropriate federal agencies, and state  
25 agencies and local governments in Oregon and Washington; and

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

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

1 (8) Upon the completion of its evaluation, the Evaluation Panel shall transmit to the Director  
2 a final report and any supporting materials the Evaluation Panel deems relevant. To the extent permitted  
3 by law, the Submissions and the report of the Evaluation Panel, including any documentation in  
4 connection with its preparation, shall not be subject to public disclosure until such time as the Agreement  
5 is approved under subsection 7.3, unless the Commission finds that it is in the best interest of the Port to  
6 allow public disclosure at an earlier date. ~~the Director issues his or her recommendation under subsection~~  
7 ~~6.1, at which time the report will be made public; provided, however, the~~ To the extent permitted by law,  
8 the Port may redact Sensitive Business, Commercial, or Financial Information from ~~the from the any~~  
9 publicly disclosed Submission; evaluation report, memorandum or documentation; or recommendation  
10 report ~~any Sensitive Business, Commercial or Financial Information that is exempt from disclosure by law.~~

11 **6. RECOMMENDATION AND APPROVAL OF PROPOSERS FOR NEGOTIATION**

12 **6.1 Director's Recommendation to the Commission**

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

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

- 21 (a) Reject all Submissions and terminate the process;
- 22 (b) Select one Submission for Direct Negotiations, and reject all other proposals;
- 23 (c) Select one Submission for Direct Negotiations, and retain one or more other  
24 proposals for possible future negotiations if the initial negotiations are not successfully concluded;
- 25 (d) Select two or more Submittals for Competitive Negotiations; and reject all other  
26 proposals; or

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

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

9 **6.2 Commission Review and Selection of Proposers for Negotiation**

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

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

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

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

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

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

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

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

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

13 **6.3 Appeals of Port Action to Reject Submissions**

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

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

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

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

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

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

1 (4) The written protest must be received by the Port no later than 5:00PM (Pacific Time) on  
2 the ~~14<sup>th</sup> calendar~~ fifth (5<sup>th</sup>) day following the day on which the Port sent notice of the Commission or  
3 Director action under paragraphs (6) or (7) of subsection 5.2 or paragraph (5) of subsection 6.2. If the Port  
4 receives no written protest concerning the action under ~~paragraphs (6) or (7) of subsection 5.2 or~~  
5 ~~paragraph (5) of subsection 6.2~~ within the ~~14 calendar~~ 5-business day period, then the Commission action  
6 automatically shall become effective on the ~~15<sup>th</sup> calendar~~ sixth (6<sup>th</sup>) business day following the day on  
7 which the Port sent notice of the Commission or Director action under ~~paragraphs (6) or (7) of subsection~~  
8 ~~5.2 or paragraph (5)~~ of subsection 6.2.

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

16 **7. NEGOTIATION AND APPROVAL OF AGREEMENTS FOR BRIDGE PROJECTS OR BRIDGE PROJECT**  
17 **ACTIVITIES**

18 **7.1 Negotiation Team**

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

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

28 **7.2 Legal Counsel**

29 (1) Prior to commencing ~~negotiations on an Agreement~~ the public-private procurement  
30 process, the Port shall engage legal counsel for the purpose of:

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

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

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

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

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

11 (f) Issuing legal opinions.

12 **7.3 Negotiation and Approval of Agreements**

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

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

19 (a) Direct Negotiations with one proposer for Term Sheet or an Agreement for a  
20 Bridge Project or Bridge Project Activity. The Commission may establish terms and conditions for the  
21 negotiations, including setting an exclusivity period for such negotiations, and may enter an exclusive  
22 negotiation agreement with a selected proposer. The Commission in its discretion may, from time to time,  
23 extend such exclusivity period. If the negotiations are not subject to an exclusivity period, at any time  
24 during the negotiations, the Director may recommend and the Commission may approve to terminate the  
25 Direct Negotiations or commence Competitive Negotiations with one or more other proposers.

26 (b) Competitive Negotiations with multiple proposers for Term Sheet or an  
27 Agreement for a Bridge Project or a Bridge Project Activity. Such Competitive Negotiations may be

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

1 sequential or concurrent, or a combination of sequential and concurrent. The Commission may set terms  
2 and conditions for the negotiations. During the course of Competitive Negotiations the Director may from  
3 time to time recommend and the Commission may approve the termination of one or more of the  
4 Competitive Negotiations, potentially resulting in Direct Negotiations with one proposer. If more than one  
5 Competitive Negotiation successfully yields a Term Sheet or an Agreement, the Director shall evaluate the  
6 relative merits of the ~~related~~Term Sheets or Agreements and recommend a preferred Term Sheet or  
7 Agreement for Commission approval.

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

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

11 (B) Notifying proposers of parts of their Submissions for which the Port  
12 would like ~~additional information~~Clarifications; and

13 (C) Otherwise allowing proposers to develop revised Submissions that will  
14 permit the Port to obtain the best proposal. The scope, manner, and extent of negotiations with any  
15 proposer are subject to the discretion of the Port. In conducting these negotiations, the Port shall not ~~(i)~~  
16 engage in conduct that unfairly favors any proposer over another; nor, unless otherwise subject to public  
17 disclosure, ~~(ii)~~ reveal to another proposer a proposer's Sensitive Business, Commercial, or Financial  
18 Information, or ~~(iii)~~ reveal to another proposer a proposer's price (or pricing information) or business  
19 terms.

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

26 (5) Following receipt of the Director's recommendation regarding an Agreement or  
27 Agreements, the Commission shall hold such work sessions, public hearings, briefings, and discussions on  
28 the Agreement or Agreements as the Commission finds beneficial to its deliberations. Following



1 completion of its review of the Director’s recommendation and the Agreement or Agreements, the  
2 Commission may approve, reject, or offer amendments to the recommended Agreement, terminate any  
3 further consideration of the Agreement, or terminate the solicitation process.

4 **7.4 Term Sheet**

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

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

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

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

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

25 **7.5 Terms of the Agreement**

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

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

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

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

7 (d) Incentives to perform and ~~penalties~~ remedies for a failure to perform an element  
8 of the Bridge Project;

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

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

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

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

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

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

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

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

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

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

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

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

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

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

29 **7.6 Port Approval of Major Subcontractors**

Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)

1 (1) ~~Prior to the execution of any Agreement with a proposer, the proposer must provide to~~  
2 ~~the Director or his or her designee, for review, a list of all Major Subcontractors not included in the initial~~  
3 ~~proposal and all information regarding such Major Subcontractors required by this Rule or subsequent~~  
4 ~~requests by the Port.~~ All Major Subcontractors must be approved or disapproved in writing by the Port  
5 prior to performing work on the Bridge Project or Bridge Project Activity. Major Subcontractors included  
6 in a Submission may be approved as part of the evaluation and selection process. To obtain Port approval  
7 of a Major Subcontractor not included in the Submission, the proposer shall submit to the Port a written  
8 statement providing (a) all information regarding the Major Subcontractor required by this Rule and the  
9 Solicitation Documents (including any Addenda) and (b) a statement of the nature of the work to be  
10 performed by the proposed Major Subcontractor. No review, approval, deemed approval, objection, or  
11 failure to object by the Port under this subsection 7.6 shall be deemed to constitute an approval,  
12 determination, or waiver of professional or contracting licensing requirements of the Major  
13 Subcontractor, or compliance with any legal requirements pertaining to the Major Subcontractor. No  
14 approval given by the Port under this subsection 7.6 will be deemed a representation or warranty by the  
15 Port of any kind and will not give rise to any Port liability for a Major Subcontractor's deficient  
16 performance.

17 (a) All subcontractors, whether a Major Subcontractor or not, must be legally eligible  
18 to perform or work on public contracts under federal and Oregon law and regulations. No subcontractor  
19 will be accepted who is on the list of contractors ineligible to receive public works contracts under ORS  
20 279C.860.

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

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

1 Agreement to account for any differences necessitated by the substitution. The Commission shall approve  
2 any substitute subcontractors.

3 **8. PUBLIC DISCLOSURE AND PUBLIC RECORDS REQUESTS**

4 **8.1 Designation of Sensitive Business, Commercial or Financial Information**

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

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

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

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

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

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

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

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

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

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

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

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

20 **8.2     Public Records Requests**

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

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

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

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

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

18           (a)     The proposer may (i) send notice, as described in section 10, to the Port that it  
19 disagrees with the Port's determination that such Sensitive Business, Commercial, or Financial  
20 Information is required to be publicly disclosed under applicable law and state its reasons for disagreeing,  
21 and (ii) concurrently institute appropriate proceedings in its own behalf to protect the proposer's interests  
22 in preventing the disclosure or maintaining the confidentiality of the information. The proposer shall be  
23 exclusively responsible for all costs, expenses, and attorney fees incurred in taking any action to prevent  
24 the disclosure of information. In such a case, unless the Port concurs with the proposer's reasons for  
25 retaining confidentiality or is otherwise directed the District Attorney or court, the Port shall permit public  
26 inspection of the subject Sensitive Business, Commercial, or Financial Information;

27           (b)     The proposer may recommend an alternative to releasing the subject Sensitive  
28 Business, Commercial, or Financial Information. In such instance, the Director shall consider the  
29 proposer's alternative and decide which Sensitive Business, Commercial, or Financial Information to

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

1 submit to the Commission based on his or her determination of the information required to satisfy the  
2 Commission’s needs and applicable state laws; or

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

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

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

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

24 **9. TERMS AND CONDITIONS**

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

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

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



**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

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

4 (e) Request or obtain ~~additional information~~ Clarifications about any proposals or  
5 members of a Team.

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

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

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

10 (i) Request revisions to proposals.

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

13 (a) Unless otherwise authorized in writing by the Port, ~~We~~ waives any claim for any  
14 reimbursement of the costs and expenses of making the Submission, ~~or any follow up activities preparing~~  
15 Clarifications in connection with the Submission, ~~or additional information~~ or undertaking any other  
16 activity or incurring any other cost or expense related to the Port's procurement of a Bridge Project or  
17 Bridge Project Activity; and

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

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

26 (4) The Port reserves the right, in the Port's discretion, to waive or to permit the correction  
27 of minor or technical violations of this Rule. The Port will not grant relief under this section in any case in

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

1 which granting the relief would give the entity or person applying for relief a material competitive  
2 advantage that is not made available to its competitors.

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

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

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

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

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

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

1 against the Director, the Commission, the Port, and their officers, representatives, agents, and employees  
2 for any damages that may arise therefrom.

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

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

15 **10. NOTICES**

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

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

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

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

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

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

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

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

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

22

Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)

~~EXHIBIT 4.3~~

~~CONTENT AND FORMAT REQUIREMENTS FOR SOLICITED PROPOSALS~~

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

~~(1) Cover Letter~~

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

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

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

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

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

~~(e) Any additional information the proposer deems beneficial to the Port's consideration of the proposal.~~

~~(2) TAB 1: Organizational Disclosure Requirements.~~

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

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

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

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

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

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

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

18 ~~\_\_\_\_\_ (c) \_\_\_\_\_ Submit an executed Conflict of Interest Disclosure Form provided~~  
19 ~~by the Port for each Managing Entity, Ownership Entity, and Major Subcontractor.~~

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

Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)

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

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

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

9 ~~(3) \_\_\_\_\_ TAB-2: Project Characteristics~~

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

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

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

17 ~~\_\_\_\_\_ (ii) \_\_\_\_\_ How the activity is organized;~~

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

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

21 ~~\_\_\_\_\_ (v) \_\_\_\_\_ Any other material terms, conditions, or assumptions~~  
22 ~~regarding the activity.~~

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

Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)

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

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

6 ~~\_\_\_\_\_ (f) Identify any portions of the proposal that will not qualify for the public~~  
7 ~~contracting exemption under ORS 381.310(4)(a).~~

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

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

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

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

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

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

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



Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)

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

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

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

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

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

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

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

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

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

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

Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)

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

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

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

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

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

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

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

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

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

25 ~~\_\_\_\_\_ (5) TAB 4: Public Coordination and Involvement~~

**Proposed Final Draft -- Redline Revisions from Public Review Draft (4-26-18)**

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

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

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

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

13

This page intentionally left blank.

*Port of Hood River Commission  
2018 Spring Planning Work Session; April 17, 2018  
Marina Center Boardroom  
12:00 p.m.*

---

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

---

### Spring Planning Work Session

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

President Streich called the Spring Planning Work Session to order at 12:13 p.m.

1. **Welcome & Introductions:** President Streich thanked the Commissioners, Budget Committee members, and staff for their attendance and participation in this year’s spring planning work session.
2. **Overview:** Michael McElwee, Executive Director, commented that this work session is the first step in preparation of the Port’s annual budget, and it is the opportunity for the Commission to have a sustained discussion and provide clear direction for staff about matters that may affect the FY 18/19 budget. McElwee noted that the 10-year financial model would be the basis for the meeting to provide a tool for the Commission to have a detailed understanding of the budget over a period sufficient to show longer term assumptions, trends and impacts.
3. **Key Discussion Topics:** When considering the 2018/2019 fiscal year budget, staff highlighted the following key issues:

Bridge Capital Maintenance Plan: The bi-annual practice of Port’s bridge engineer, HDR, is to maintain a clear assessment of key capital and maintenance cost drivers for the Bridge over a 30-year timeframe. Key changes in the latest update include the recent work accomplished to improve operation of the lift span projects and upgrades to tolling software and hardware systems. Upgrades to the skew system and replacement of the span drive motors are capital projects scheduled to be completed in FY 18/19. The plan also includes a reasonable amount of capital investment needed to keep the Bridge safe and operational while focusing on Bridge replacement tasks.

Future Tolling Technologies: The Port has been using electronic tolling since 2007 with regards to transponders and vehicle classification. The legacy operating system for BreezeBy became outdated and had to be replaced in early 2017. With the help of PSquare developers, the Port installed new IT infrastructure which included new servers and IDRIS loops, as well as the development of a new BreezeBy system. However, the original IDRIS readers began to fail in late 2017. Included in the proposed 2018-19 budget is the installation of new LIDAR scanning technology which will allow the Port to replace the IDRIS readers and assist with more accurate identification of vehicle class. Additionally, the Port will be purchasing a license plate recognition technology and enter into agreements with state DMVs to place a hold on vehicle registrations for non-payment of the bridge toll. On a parallel path, the Port of Hood River will assist the Port of Cascade Locks in the installation and use of the BreezeBy System and provide back-office support for their full operation.

Bridge Replacement Project: In the fiscal year of 2017/2018, the Port has been progressing nicely on meeting the terms of the Intergovernmental Agreement with the State of Oregon executed late in 2017. The project director has been hired. Contracts have been executed for the selection of an Environmental Impact Studies (EIS) consultant team, the appointment of an EIS technical advisor and procurement

advisor, the update of preliminary cost estimate and development of procurement rules. The largest budget item for 2018-2019 will be the work performed by the EIS Consultants. Other major activities affecting the new budget will be extensions of advising team's contracts and increases in studies related to project procurement.

State & Federal Lobbying: The Port had significant success with its government relations strategy in fiscal year 2017-2018 when the Oregon legislature awarded \$5-million to the Port to complete environmental studies and authorized consideration of Public Private Partnerships. The Port's federal team cultivated relationships with key federal agencies for potential funding of bridge replacement. Additionally, the Port is focusing on developing relationships with Washington and other state agencies to support the bridge replacement strategy. Key issues discussed for the Fiscal Year 2018-2019 included Federal, Oregon and Washington Legislative Objectives, as well as appropriate spending levels for such lobbying goals.

Real Estate Development Priorities: The Port currently owns and manages a Real Estate Portfolio containing 200,000 sf of buildings and a significant amount of buildable land. In this fiscal year, staff has undertaken an analysis and policy process that lays the foundation for decision making in the near and long-term management of development priorities. From this analysis, near-term project options emerged such as the Maritime East building re-development, lease restructure, and discussion occurred about the possibility of providing more focus on land leases. Anne Medenbach reviewed the real estate portfolio analysis currently underway with preliminary results.

Near-term Airport Investments: Significant work is underway at the airport in both construction and planning. From 2016 to 2020, over \$6-million of FAA, ODOT, and Port funds will be expended, as well as substantial amount of private investment from Hood Tech Corp., Aero Inc. In addition to the business and emergency uses, the airport offers educational opportunities that open the door to an entire industry for youth and other career seekers. General aviation services and support to private pilots are also very important to the mix of uses that contribute to a thriving aviation "ecosystem". A tension has developed between public, recreational and business use at the airport. Fly Friendly Program has been created to reduce conflicts. The amount of business interest in the airport is unprecedented. Determining how to focus this interest and balance typical operations to achieve self-sufficiency is critical.

Waterfront Parking Plan: With recent Commission decision to implement the Waterfront Parking Plan this year, many steps are underway which include the contract with Cale Parking Systems to deliver parking kiosks and the Services Agreement with Duncan Solutions to develop the parking enforcement tools. Facilities staff is ordering materials to install kiosks footings and signage. A master installation plan for kiosks, signage, and directional information is being developed. A schedule of and materials for public outreach agenda are being prepared. On the critical path for some of these key steps is finalization of the schedule of parking fees and penalties, and the operational policies for the various Port waterfront parking areas.

Public Transit Plans: A variety of public and private organizations are combining forces to implement a demonstration transit plan for the local bi-state area starting in summer 2018, comprised of: Mt. Adams Transit, Columbia Area Transit, ODOT, CAT, Mt. Hood Meadows, and Gray Line of Portland. These provide opportunities for the Port to participate in a meaningful way to improve public transit in the Columbia Gorge. Although funding has been secured for much of these efforts, agencies have asked the Port to assist by providing a location on the waterfront for vans and busses to stop as well as to help defray the Bridge tolls for public transportation services.

Public Information & Communications: Since January 1, 2017, the Port’s public information messaging and customer communications have increased substantially in both volume and frequency. The diversity of media utilized to deliver the Port’s messages has also grown. Discussion occurred about the strengths and weaknesses of different types of delivery methods and the possibility of exploring new channels. Priority topics include Waterfront Parking, Bridge Replacement Project public information, major bridge maintenance, capital upgrade projects & traffic impacts, airport operations, development and noise issues.

Community Support Initiative (CSI): Since FY 2015, the Port has taken steps to implement an innovative effort to leverage Port activities to enhance local workforce development efforts by providing opportunities for students in high school and college to experience some aspect of the wide range of technical areas of Port operations, and to support specific projects that demonstrate the ways the Port provides tangible value to the community. For the FY 2018/19 budget, staff is proposing an increase for the CSI initiative to expand the program beyond internships such as contribution to local public/recreational space projects for youth, job shadow days with Port contract engineers, student representation on Port advisory committees, etc.

Future Focus: In interest of time, this topic was tabled to a later date.

5. **Financial Overview:** Fred Kowell, Finance Manager, stated that the Spring Planning Meeting is the first step in preparation of the Port’s annual budget and reminded Commissioners and Committee members that the Port’s financial policies approved by the Board drive the level of capital improvements that the Port incur from year to year and determines the magnitude of debt that the Port can issue. Kowell noted that such policies keep expense growth in check while looking at when revenue generation needs to increase.
  
6. **10-Year Financial Planning Model:** Fred Kowell lead the discussion on specific pages from the financial model. The 10-Year Financial Model is a complex spreadsheet that incorporates staff assumptions about projects and operations affecting several fiscal years of Port’s budget. Kowell offered a projection of where the Port should land with respect to revenues, operating expenses, capital spending and other sources of funding and uses of resources. Kowell reviewed agency-wide statistics of total operating revenues and expenses, wages, cash on cash return, and what kind of reserves the Port is looking at for the year of 2018/19. Further discussion of capital improvement projects planned at the airport, bridge, marina and other properties occurred. Kowell concluded the report by noting that actuals will begin to replace assumptions as the model goes forward.

**Follow Up Items:**

- Commissioner Sheppard directed Fred Kowell to provide financial and model report on the current traffic count and the justifiability of license plate recognition based over current electronic tolling method.
- Commissioner Shortt directed Fred Kowell to establish a reporting system to track the originating state license plate of vehicles crossing the Hood River/White Salmon Bridge when license plate recognition system is installed. Commissioner Shortt envisions more marketing possibilities outside of Port’s District based on this report.
- Commissioner Everitt directed Anne Medenbach, Property and Development Manager, to further evaluate land lease options.

- President Streich directed Michael McElwee to evaluate other options before establishing West Portway as street parking for commercial vehicles only. President Streich requested more data on what business at the Waterfront utilize overnight parking for their commercial trucks and would prefer to see West Portway for public parking use.

President Streich adjourned the work session at 5:23 p.m. The Regular Meeting of the Port Commission immediately followed after a short recess.

Respectfully submitted,

\_\_\_\_\_  
Jana Scoggins

**ATTEST:**

\_\_\_\_\_  
Hoby Streich, President, Port Commission

\_\_\_\_\_  
John Everitt, Secretary, Port Commission



**Port of Hood River Commission  
 Meeting Minutes of April 17, 2018 Regular Session  
 Marina Center Boardroom  
 5:00 p.m.**

---

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

---

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

**Absent:** None

**Media:** None

1. **CALL TO ORDER:** President Streich called the meeting to order at 5:23 p.m.
2. **MODIFICATIONS, ADDITIONS TO AGENDA:** Action item (b) has been added to appoint Laurie Borton as a member of Budget Committee.

3. **PUBLIC COMMENT:** None.

4. **CONSENT AGENDA:**

- a. Approve Minutes of April 3, 2018 Regular Session.
- b. Approve Account Payable to Jaques Sharp in the Amount of \$8,360.

**Motion:** Move to approve Consent Agenda.

**Move:** Meriwether

**Second:** Everitt

**Discussion:** None

**Vote:** **Aye:** Unanimous

**MOTION CARRIED**

5. **EXECUTIVE DIRECTOR’S REPORT:** Michael McElwee, Executive Director, reported that a full height bridge lift was completed the morning on April 17, and two single lane closures are planned for Thursday, April 19 and Monday, April 23 to work on the replacement of aviation and navigations lights as well as perform repairs to damaged guardrail.

7. **COMMISSIONER, COMMITTEE REPORT:**

**Airport Advisory Committee:** Anne Medenbach, Property and Development Manager, briefly reported that the final public hearing about noise issues at the airport was on March 22, 2018. Discussion occurred about the Fly Friendly Program and updates on the program will be provided every 6-12 months.

9. **ACTION ITEMS:**

a. **Approve Concession Agreement with Hood River Soaring for Glider Operations at the Airport.** Hood River Soaring has been a Glider Club for two years at the airport. They are non-profit club providing gliders, tows, and training for their members but are not able to provide commercial “scenic flights” due to their club status. This change and other clarifying language is reflected in the new agreement.

**Motion:** Approve Concession Agreement with Hood River Soaring for glider operations at the Ken Jernstedt Airfield.

**Move:** Meriwether

**Second:** Sheppard

**Discussion:** None

**Vote:** **Aye:** Unanimous

**MOTION CARRIED**

**b. Appoint Laurie Borton as a member of Port of Hood River Budget Committee.**

**Motion:** Appoint Laurie Borton as a member of Port of Hood River Budget Committee.  
**Move:** Shortt  
**Second:** Meriwether  
**Discussion:** None  
**Vote:** **Aye:** Unanimous  
**MOTION CARRIED**

**10. COMMISSION CALL:** None.

**11. EXECUTIVE SESSION:** None.

**12. POSSIBLE ACTION:** None

**13. ADJOURN:**

**Motion:** Motion to adjourn the meeting.  
**Move:** Streich  
**Second:** Shortt  
**Discussion:** None  
**Vote:** **Aye:** Unanimous  
**MOTION CARRIED**

The meeting was adjourned at 5:30 p.m.

Respectfully submitted,

\_\_\_\_\_  
 Jana Scoggins

**ATTEST:**

\_\_\_\_\_  
 Hobby Streich, President, Port Commission

\_\_\_\_\_  
 John Everitt, Secretary, Port Commission

# Commission Memo

Prepared by: Michael McElwee  
Date: May 1, 2018  
Re: Expo DDA Lot #6 Parking Analysis



---

At the December 19, 2017 meeting the Commission approved Amendment #7 to the Amended and Re-Stated Disposition & Development Agreement (“DDA”) with Key Development (“Key”). Amendment #7 related to the portion of the old Expo property identified as Lot #6. It shifted the Lot #6 schedule forward about one year and required the Port and Key to complete a detailed parking analysis that would be the basis for a decision by the Port whether allow Lot #6 to remain as a Key parking resource, the location for a small distribution building, or re-purchased by the Port under the terms of the DDA.

The parking study is now complete and attached. In summary, it strongly indicates that Lot #6 provides an important parking resource for area businesses. Staff will review the report and discuss its findings at the May 1 meeting. The Commission will need to consider the likely need for a subsequent DDA Amendment to resolve whether Lot #6 is allowed to remain as a Key parking resource, or whether Key is either required to construct a small distribution building, or sell the parcel back to the Port under the terms of the DDA.

**RECOMMENDATION:** Information and Discussion.

This page intentionally left blank.

**RICK WILLIAMS CONSULTING**

Parking &amp; Transportation

PO Box 12546

Portland, OR 97212

Phone: (503) 459-7638

E-mail: rick@rickwilliamsconsulting.com

**MEMORANDUM**

**TO:** Michael McElwee, Port of Hood River  
Jeff Pickhardt, Key Development

**FROM:** Rick Williams, RWC

**DATE:** April 25, 2018

**RE:** Waterfront Business Park Subdivision – Lot 6 Parking Analysis

---

**I. Background**

The Port of Hood River (Client) is leading an effort to explore parking demand and supply related to existing and proposed development in the Waterfront Business Park that affects Parcel 1 development options. Parcel 1 is currently used as a surface parking lot (Lot 6) and the Port is partnering with Key Development in this assessment (see **Figure A**). This memorandum is intended to evaluate parking demand on Lot 6 and within the waterfront area and offer insights into approaches that assess conditions of constraint or surplus in the parking supply and to address any significant parking demand/supply imbalance that may exist in the Waterfront Business Park Subdivision. This will ensure that the parking resources in the area are maximized and new parking supply is adequately accommodated. The goal is to provide the highest degree of efficiency and benefit to all stakeholders accessing the development and the waterfront.

**Figure A: Waterfront Business Park Area (Lot 6 highlighted in yellow)**



## II. Problem Statements

- Would redevelopment of Lot 6 create adverse impacts for parking in the Waterfront Business Park Subdivision?
- Is parking utilization within existing lots fully optimized and is the parking resource on Lot 6 necessary to accommodate existing parking demand in the area?

## III. Approach

This analysis looks at parking demand from two perspectives. These approaches are quantified in Section IV and compared as they address the problem statements.

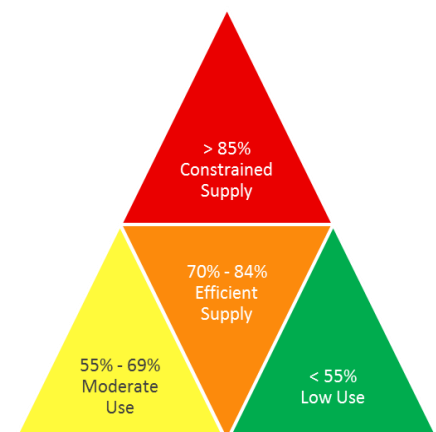
### A. Traditional Model – Code Based

The first perspective uses the traditional model for estimating “parking demand” - found in municipal parking codes. This approach assigns a demand number (parking requirement) to each individual land use (e.g., office, retail, restaurant, residential, and industrial). Within Hood River’s municipal parking development standards, parking demand for commercial and industrial waterfront land uses fall under sections 17.03.050 (General Commercial Zone – C2) and 17.03.060 (Light Industrial Zone – LI). The standard within these sections is uniform, requiring that *“One (1) off-street parking space shall be provided on the building site, or adjacent to the site for each employee. In addition, adequate off-street parking shall be provided on or adjacent to the building site to meet the needs of anticipated clientele.”* These standards can be totaled for an individual site or totaled to derive an aggregated “demand” forecast for an area (multiple sites).

To facilitate this analysis, the Port of Hood River and Key Development assembled employee and “clientele” information from businesses located in the Waterfront Business Park currently served by seven parking lots (including Lot 6). Findings are discussed in Section IV.

### B. Shared Use Model - Parking Demand Assessment

An approach being implemented more frequently in many cities is one that evaluates how the individual peak demands for parking overlap across operating days. This model allows for demand estimating to measure how parking activity actually evolves over the course of a day (or days) by land use type. In short, this approach allocates demand by the individual peak hour for parking for each land use in the project and evaluates the supply of parking serving those sites as a common supply. Surpluses or deficits of parking within the larger supply are assessed for their potential and feasibility to share parking



between land uses; attempting to optimize one land uses’ surplus with another land uses’ deficit. Underlying this approach is the 85% occupancy rule that the parking industry uses to determine a constraint with a parking supply. A parking supply occupied at 85% or greater in a shared peak hour is considered constrained, resulting in potential adverse impacts for access and marketability for the businesses reliant on that supply. This is represented in the red area of the graphic at the bottom right of page 2. As the graphic shows, an occupancy between 70% and 84% (orange in the graphic) is considered efficient; allowing flexibility in the supply to meet typical demand with room to accommodate upward fluctuations in normal demand and/or growth in demand.

To support this analysis, the Port of Hood River and Key Development engaged surveyors to conduct a series of weekday parking occupancy counts for these lots in July/August 2017 and March of 2018.<sup>1</sup> These counts were averaged to provide estimated parking demand for seven off-street lots that serve light industrial and commercial land uses between the hours of 9AM and 7PM. This allows for a determination of the average peak hour demand for a typical weekday (by lot and by combined supply). This also provides for an estimate of the current demand for Lot 6 as well as impacts on parking demands in the combined supply should Lot 6 be redeveloped. Findings are discussed in Section IV.

**IV. Findings**

This section summarizes the findings from the two demand evaluations. Findings are applied to both the code and shared occupancy based approaches. Demand from both approaches is contrasted to the specific supply of parking associated with private land uses in the area.

**Table 1** (at right) provides a break out of the studied supply. As the table indicates the supply consists of seven lots that serve a number of private land uses in the waterfront area. This supply totals 393 stalls; the largest single lot being Lot 6 with 102 stalls.

**Table 1: Studied Supply – Waterfront**

Parking Sites	Stall Total
Jensen (400 Portway)	54
489 N 8th	70
Turtle Is. (602 Anchor Way)	24
Lot 6	102
Solstice (501 Portway)	56
Dakine (602 Portway)	59
Halyard Building (707 Portway)	28
<b>Total Stalls</b>	<b>393</b>

*A. Code Based Approach*

As stated earlier, parking requirements for light industrial and commercial uses in the waterfront area call for one off-street parking space for each employee associated with a commercial or light industrial

<sup>1</sup> Summer weekday occupancy counts were conducted by the Port of Hood River. Data counts were taken on July 6, 11, 20, 25 and August 3, 2017. Counts covering each day of the week were then averaged to provide the typical day total. Spring weekday occupancy counts were conducted by Key Development. Data counts were taken on March 14, 15 and 16, 2018. These counts were then averaged with the 2017 summer counts to provide for an updated typical day total.

land use. In addition, adequate off-street parking needs to be provided on or adjacent to the building site to meet the needs of anticipated clientele (customers and patrons).

With the help of the Port of Hood River and Key Development, businesses were asked to estimate their employee and clientele demands for a typical weekday. Businesses estimated both low and high demand ranges for both employees and anticipated clientele. Employee counts were estimated to represent typical peak hour demand. Clientele counts were estimated as total visits over the course of an operating day. Findings from this survey are summarized in **Table 2**.

As **Table 2** indicates, peak hour employee demand ranges from 446 to 569 employees per typical day. From a code perspective, this exceeds current parking capacity designated to serve these land uses by 113% and 145%, respectively, assuming a combined supply of 393 stalls. This would project deficits of 53 to 176 stalls to just meet employee demand.

**Table 2: Summary of Estimated Employee and Clientele Demand (by location and aggregated)**

Building	Employee Count (low)*	Employee Count (high)	Patron / Client Count (low)*	Patron / Client Count (high)
489 N 8th Street (UTS)	4	4	2	2
489 N 8th Street (UTS)	18	18	5	5
489 N 8th Street (UTS)	20	20	5	5
489 N 8th Street (UTS)	6	6	4	4
603 Portway Ave	4	7	50	200
603 Portway Ave	75	75	6	6
603 Portway Ave	17	17	NA	NA
501 Portway Ave	50	150	250	900
501 Portway Ave	6	6	75	400
501 Portway Ave	9	9	40	40
501 Portway Ave	4	4	21	21
501 Portway Ave	25	30	2	10
501 Portway Ave	10	10	5	5
501 Portway Ave	8	8	2	2
602 Anchor Way	150	150	2	5
707 Portway	40	55	90	90
<b>TOTAL</b>	<b>446</b>	<b>569</b>	<b>559</b>	<b>1,695</b>

\*The low end of the range represents average daily clientele in the low season (January). The high end is average daily clientele in the high season (July).

Patron (or clientele) demand ranges from 559 to 1,695 per typical day. We were unable to determine the “bell curve” of demand for each of the unique land uses for these aggregate estimates, but per code defined demand (requirement) the deficit already indicated for employee demand likely pushes a significant portion of patron demand to other areas of the waterfront (e.g., the on-street system).



**Conclusion (code based approach):** The existing parking supply is constrained and given that the code based demand for employee parking alone (446 – 569 stalls) exceeds the current available supply; there is a net deficit. The needs of “anticipated clientele” exacerbate the supply constraint/deficit. Loss of all or a portion of Lot 6 (up to 102 stalls) would likely create adverse impacts for the entire supply as existing users from Lot 6 would be pushed into remaining supply and the new use developed would bring additional code required demand that would need to be contained on the site and/or pushed to a newly developed supply (which would be, as yet, unidentified and possibly compete with existing uses).

*B. Shared Use Analysis*

The actual use of the parking supply was evaluated using a shared use approach. This approach assumes that existing supplies of parking can, or are, being used to serve multiple land uses that are in close proximity to each other. As described above, a number of weekday occupancy counts were taken over the course of eight separate days in the summer (July/August 2017) and early spring (March 2018). Data from all eight survey days were averaged and are displayed in **Table 3**. Areas highlighted in red indicated lots that exceed the 85% constraint level by hour of day. The yellow highlighted cell indicates the aggregated peak hour for the entire 393 stall supply.

**Table 3: Typical Weekday – Average Occupancy (by hour of day, by lot and aggregated)**

Parking Site	Spaces	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM
Jensen (400 Portway)	54	17	16	16	16	15	17	16	17	14	12	12
Occupancy		31%	29%	29%	30%	29%	31%	30%	31%	25%	22%	23%
489 N 8th	70	47	48	50	46	49	46	40	34	24	17	14
Occupancy		67%	69%	72%	65%	70%	66%	57%	49%	34%	25%	20%
Turtle Is. (602 Anchor Way)	24	21	21	20	21	21	21	21	15	16	18	19
Occupancy		86%	86%	85%	88%	86%	86%	86%	64%	68%	74%	78%
Lot 6	102	80	81	82	83	82	84	83	69	47	36	31
Occupancy		78%	79%	80%	81%	80%	82%	82%	68%	46%	36%	30%
Solstice (501 Portway)	56	32	36	37	39	43	43	38	37	33	31	25
Occupancy		58%	63%	67%	69%	76%	76%	68%	67%	59%	56%	44%
Dakine (602 Portway)	59	49	50	49	39	39	43	44	42	28	14	11
Occupancy		59%	84%	82%	66%	66%	72%	75%	70%	48%	24%	19%
Halyard Building (707 Portway)	28	26	25	26	25	25	24	26	25	23	21	17
Occupancy		91%	89%	92%	88%	88%	86%	91%	90%	82%	74%	59%
<b>Total</b>	<b>393</b>	<b>271</b>	<b>275</b>	<b>280</b>	<b>268</b>	<b>272</b>	<b>277</b>	<b>268</b>	<b>239</b>	<b>185</b>	<b>149</b>	<b>129</b>
Occupancy		69%	70%	71%	68%	69%	70%	68%	61%	47%	38%	33%
				11AM PEAK								

As the table indicates:

- Two lots -Turtle Island (602 Anchor Way) and The Halyard Building (707 Portway) operate at a constrained level of parking for the majority of a typical weekday operating day.
- Lot 6 reaches a peak occupancy of 82% at 2:00 PM. During this peak hour 84 vehicles are parked on the lot.
- The peak hour occupancy of the entire supply reaches 71% at 11:00 AM. At this hour, 280 vehicles are parked in the combined supply, which would leave 113 stalls empty.

These findings reveal that the overall system of off-street parking on these lots tends to cover existing demands for access and would be considered efficient per the graphic on page 2. This would include access for employees and “anticipated clientele.”<sup>2</sup> who can access these lots and/or other parking in the adjacent area (e.g., on-street and in Port of Hood River facilities).

If we assume that Lot 6 was to be redeveloped, we can rerun the shared use model to estimate the impact of this on the existing off-street parking supply, which is summarized in **Table 4**. We assume that:

- A new use would be built on Lot 6 and its “parking demand” would be contained on the site; mitigating its impact on existing land uses.
- 102 stalls are removed from the “shared supply” that is currently serving existing light industrial and commercial land uses surveyed in this analysis.
- All current demand for parking on Lot 6 – including the 84 vehicles parking on Lot 6 in its peak hour – would be absorbed back into the existing supply.
- There is no estimate of how Lot 6’s existing hourly demand might distribute to other lots, but only to the bottom line of an aggregated supply of 291 stalls (i.e., 393 current stalls minus 102 stalls = 291).<sup>3</sup>

**Table 4: Estimated Parking Demand w/out Lot 6 (hourly, by lot, aggregated)**

Parking Site	Spaces	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM
Jensen (400 Portway)	54	17	16	16	16	15	17	16	17	14	12	12
Occupancy		31%	29%	29%	30%	29%	31%	30%	31%	25%	22%	23%
489 N 8th	70	47	48	50	46	49	46	40	34	24	17	14
Occupancy		67%	69%	72%	65%	70%	66%	57%	49%	34%	25%	20%
Turtle Is. (602 Anchor Way)	24	21	21	20	21	21	21	21	15	16	18	19
Occupancy		86%	86%	85%	88%	86%	86%	86%	64%	68%	74%	78%
Solstice (501 Portway)	56	32	36	37	39	43	43	38	37	33	31	25
Occupancy		58%	63%	67%	69%	76%	76%	68%	67%	59%	56%	44%
Dakine (602 Portway)	59	49	50	49	39	39	43	44	42	28	14	11
Occupancy		59%	84%	82%	66%	66%	72%	75%	70%	48%	24%	19%
Halyard Building (707 Portway)	28	26	25	26	25	25	24	26	25	23	21	17
Occupancy		91%	89%	92%	88%	88%	86%	91%	90%	82%	74%	59%
<b>Total</b>	<b>291</b>	<b>271</b>	<b>275</b>	<b>280</b>	<b>268</b>	<b>272</b>	<b>277</b>	<b>268</b>	<b>239</b>	<b>185</b>	<b>149</b>	<b>129</b>
Occupancy		<b>93%</b>	<b>95%</b>	<b>96%</b>	<b>92%</b>	<b>94%</b>	<b>95%</b>	<b>92%</b>	<b>82%</b>	<b>64%</b>	<b>51%</b>	<b>44%</b>
				<b>11AM PEAK</b>								

As **Table 4** indicates, the loss of Lot 6 assumes that all existing users of the lot are pushed back into the reduced supply of 291 total stalls. This results in constraints of parking for seven of eleven survey hours. During these hours (beginning at 9AM) demand exceeds the 85% constraint standard, generally at a level no less than 92% occupancy. The peak hour remains at 11 AM and increases to 96%.

<sup>2</sup> It is likely clientele trips are accommodated on these lots (with surpluses) and/or within the public on-street parking supply adjacent to these lands uses.

<sup>3</sup> It is reasonable to assume that current Lot 6 parkers might find their way (for instance) to observed parking surpluses at the Jensen or 489 N 8<sup>th</sup> sites, given that these lots show empty parking over the course of the day. For purposes of this evaluation the consultant distributed the demand to the aggregated supply as how Lot 6 demand

**Conclusion (shared use approach):** Observed occupancy averages indicate that the existing supply of parking tends to balance current parking demands for an average weekday.<sup>4</sup> A key component of this balance is provided by Lot 6, which comprises 102 stalls (26% of the total private off-street supply) and serves 84 vehicles in the peak hour. Loss of Lot 6 would create significant constraints within the supply currently serving the surveyed land uses and possibly push demand into other areas of the waterfront - competing with those uses (e.g., on-street and in Port facilities).

## V. Summary

The analyses conducted here allow us to address the problem statements presented in Section II.

- Would redevelopment of Lot 6 create adverse impacts for parking in the Waterfront Business Park Subdivision?

From both the code and shared use perspectives, it is likely that loss of Lot 6 would create adverse parking constraints within the current supply of parking serving the surveyed land uses. From a code perspective there is neither adequate off-street parking for employee or anticipated clientele demand at this time. Loss of Lot 6 to new development would increase the deficit of code directed need for existing land uses. If required parking for a new land use on Lot 6 could not be contained on the site, impacts to existing supply could be adverse as new users compete with existing users. Also, the code required parking need for a new use on Lot 6 will likely affect the design and size of any new use built on the site if there is an attempt to contain required parking on the Lot 6 parcel.

- Is parking utilization within existing lots fully optimized and is the parking resource on Lot 6 necessary to accommodate existing parking demand in the area?

Based on the shared use analysis, it appears that parking within the surveyed sites operate in a balanced manner. Average peak occupancy (71%) creates a fluctuating surplus of approximately 103 stalls, enough to accommodate upward fluctuations of parking demand during unique (versus) average operating weekdays. Additional efforts to manage the supply of parking on private lots, and within the entire waterfront area, would prove very useful in ensuring that parking supplies are optimized and actively coordinated. The strategies and systems described in the Port of Hood River's *Waterfront Parking Implementation Plan* (as yet fully implemented) would contribute positively to optimizing parking in the area. This would

---

would be absorbed at unique sites would be speculative at this time and could be facilitated through formal shared use agreements between land uses.

<sup>4</sup> As these are weekday averages (based on eight days of data), the peak hour expressed here (11AM at 71%) likely fluctuates lower and higher on individual days. As such, the 71% peak demonstrates that upward fluctuations of current demands are currently accommodated.

require formal agreements and commitments (in time and resources) from multiple partners (i.e., private owners, individual businesses, the City and the Port).

Lot 6 is clearly a key parking resource in the waterfront area. It provides 26% of parking currently serving the surveyed land uses. Loss of this supply (without planning for possible net new supply or more active and aggressive demand management programs) would create significant constraints for access to the surveyed land uses and/or create competitive conflicts for parking in other existing supply sources - the on-street system and Port resources.

# Hood River-White Salmon Bridge Replacement Project

Project Director Report  
 May 1, 2018

The following summarizes Bridge Replacement Project activities from April 18 through May 1, 2018.

## FINAL ENVIRONMENTAL IMPACT STUDY (FEIS)

### REQUEST FOR PROPOSALS (RFP) PROCESS

- Key timeline dates (Commission meetings in *italics*), X=completed:
  - Release RFP .....March 28, 2018 X
  - Pre-Submittal Meeting .....April 18, 2018 X
  - Submittals Due to the SWRTC.....April 25, 2018 X
  - EISEC Interviews top ranked proposers..... May 23, 2018
  - Management Prepares Commission Staff Report ..... May 29, 2018
  - *Commission Authorizes Negotiations to Begin* ..... June 5, 2018
  - Management Prepares Commission Staff Report .....June 26, 2018
  - *Commission Approves Contract (tent.)* .....July 3, 2018
  - Contract Begins/Notice to Proceed .....July 2018
- The Port had approximately 20 people representing four firms attend the Pre-Submittal Meeting. Several clarifications were made and a single and final addendum was issued last Monday.
- The Port thanks the members of the EIS Evaluation Committee for reviewing and scoring the proposals. This is a significant time commitment being managed by the SW Washington Regional Transportation Council (RTC).
- The Committee is made up of Marc Thornsbury, Port of Klickitat; Dustin Nilson, City of Hood River; Michael Williams, WSDOT; Kristin Stallman, ODOT; and Kevin Greenwood, Port of Hood River. Thank you!

### OUTREACH PROCESS

- The BRAG continues to have members appointed by the various public agencies. Hood River County, Port of Hood River, City of Hood River and Gorge Commisison have now designated members (*see attached letter*). The Washington local governments are unclear how, or if, they will decide to participate.
- The BRAG is being established to fulfill expectations in the IGA between ODOT and the Port of Hood River. Any significant decisions about procurement and delivery are several years away. The BRAG will work closely with the EIS Consultant Team to receive status updates, final reports and otherwise provide a feedback loop between the consultants’ work and the member communities. The intent is to provide a transparent and open review of information between the Port and communities throughout the Gorge.

- The \$5-million grant from the State of Oregon will only complete the environmental (FEIS) clearances and study financing/delivery options for a new bridge. It is not enough to complete final engineering, bid documents, negotiations and other unforeseen tasks necessary to issue a P3 RFP or advertise for bids under a public procurement model. Significant additional work and funding will be needed.

## PROJECT DELIVERY CONSIDERATION

### FINANCIAL MODELING

- Lowell Clary has produced a list of financial modeling criteria that can serve as the foundation for developing models. *(Attached)*
- Here are the criteria Clary used in his research:
  - Location/Rural: This is the area that is the most challenging as most new/replacement bridges are in urban areas.
  - Governing/Ownership Entity: Local Government; Bi-State Entity/Authority; Other local government entity structure; Private. Will include brief description of the entity, legal authority, etc.
  - Key Statistics – Traffic, Toll Rates, Annual Revenues
  - New/Replace Bridge Brief Description and Costs: Looking in the \$100M to \$500M range, prefer \$150M to \$300M range.
  - Year Bridge Replaced: Looking for within the last 10 to 15 years, prefer last 5 to 7 years.
  - Project Delivery and Funding Approach.
  - Any Other Key Items to Note (such as did the governing entity change, how did they deal with bridges that are owned by one side of the river and touched by on the other, etc.)

### FINANCING OPTIONS

- Nothing to report this month

### CONSTRUCTION COST ESTIMATE

- Contract has been executed and work is underway.
- Anticipate deliverable first week of May.

## COMMUNITY OUTREACH

- Along with Commissioner Shortt, I presented at the Fisheries and Watershed Science Conference hosted by CRITFC, The Dalles, April 17<sup>th</sup>.
- Talked to Rex Johnstone, Klickitat County Commissioner on Apr. 23 about County's involvement in bridge process.
- Attending White Salmon-Bingen Rotary, May 1; Bingen Council Meeting, May 1. (Project Director may need to leave early to attend)

- Staff is discussing and preparing an agenda for a Work Session in June.

#### **ADMINISTRATIVE**

- Included first project reimbursement request to ODOT. This report provides a good monthly summary of the project's expenditures. *(Attached)*

This page intentionally left blank.



# HOOD RIVER COUNTY BOARD OF COMMISSIONERS



JEFF HECKSEL, COUNTY ADMINISTRATOR

601 State Street • Hood River, OR 97031 • (541) 386-3970 • FAX (541) 386-9392

## BOARD OF COMMISSIONERS

RON RIVERS - CHAIR  
KAREN JOPLIN - DISTRICT NO. 1  
RICH McBRIDE - DISTRICT NO. 2  
BOB BENTON - DISTRICT NO. 3  
LES PERKINS - DISTRICT NO. 4

April 24, 2018

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

RE: Appointment to Hood River-White Salmon Bridge Replacement Advisory Group (BRAG)

Dear Michael:

The Board of Commissioners acted April 16, 2018 to appoint Commissioner McBride to represent Hood River County on the above referenced group.

Contact information for Commissioner McBride is:

[rmcbride@co.hood-river.or.us](mailto:rmcbride@co.hood-river.or.us)  
541-490-6567

Thank you,

Heidi DeHart  
Administrative Assistant

A Small County with a big mission:  
Providing Quality of Life for all.

This page intentionally left blank.

## Survey of Governing/Ownership Structures For Bi-State Local Toll Bridges

Submitted by Lowell Clary, Clary Consulting, Tallahassee, FL

### Summary:

A survey has been conducted of the most common governing and ownership structures for local toll bridges that share state and in certain cases international boundaries. The governing and ownership structures form the following major structures across the United States:

**Local Government Ownership** – A number of examples exist where a local government owns toll bridges that cross state and international lines. These are most common in Texas where a number of local cities own and manage the Texas side of international bridges that cross the Rio Grande River into Mexico. Local government owned toll bridges that cross state borders exist in New Jersey, Nebraska, Illinois and Oregon. Examples of note include the following:

- The **City of McAllen, Texas takes the lead and jointly owns the bridge with the Cities of Hidalgo and Mission, Texas** for the U.S./Texas side of the two international bridges, with one more recent opening in 2009, being the Anzalduas International Bridge. The two toll bridges are governed by a Board of Trustees composed of elected and appointed officials. See Exhibit 1 for more details.
- **Burlington County Bridge Commission**, which is part of Burlington County, New Jersey, owns and operates a series of bridges including toll bridges that span from New Jersey to Pennsylvania over the Delaware River. See Exhibit 2 for more details.
- The **Bellevue Bridge Commission** operates the Bellevue GAR Memorial Bridge which connects Bellevue, Nebraska to Mills County, Iowa, across the Missouri River. See Exhibit 3 for more details.
- The **Port of Hood River** owns and operates the Hood River-White Salmon Bridge that connects Hood River, Oregon to White Salmon, Washington, across the Columbia River. See Exhibit 4 for more details.

**Bi-State or Bi-Country Ownership** – These examples are most common for Bi-Country along the U.S./Canadian border where the rivers associated with the system of Great Lakes crossover in New York, Michigan, and Minnesota and Bi-State in the eastern U.S. for New York/New Jersey, New Jersey/Delaware/Pennsylvania, and the Ohio River along the Kentucky/Indiana border at Louisville. Most of these Bi-County and Bi-State entities are “authorities” that were created many years ago when the toll bridges were originally built. Examples of note include:

- The **Delaware River Joint Toll Bridge Commission** owns and operates a series of 19 bridges (seven tolled and twelve toll supported) along the New Jersey and Pennsylvania border over the Delaware River. The Commission operates pursuant to a Joint Agreement enacted by the two jurisdictional states of New Jersey and Pennsylvania in December 1934. The Agreement forms the basis of the agency’s federal Compact, first authorized by the United States Congress in 1935. See Exhibit 5 for more details.

- The **Port Authority of New York and New Jersey (PANYNJ)** is a joint venture between the states of New York and New Jersey, established in 1921 through an interstate compact authorized by the United States Congress. The Port Authority oversees much of the regional transportation infrastructure, including toll bridges and toll tunnels, airports, and seaports, within the geographical jurisdiction of the Port of New York and New Jersey. The Port Authority has replaced several major toll bridges in recent years including the Bayonne Bridge which connects New Jersey to Staten Island in New York and the Goethals Bridge connecting Elizabeth, New Jersey, to Staten Island, New York. See Exhibit 6 for more details.
- **Ohio River Bridges** is an interlocal agency/agreement between the States of Kentucky and Indiana that covers two bridges that were constructed connecting the City of Louisville in Kentucky with southern Indiana. The bridges were split for development, implementation and operations with the Abraham Lincoln Bridge the State of Kentucky and the Lewis and Clark Bridge the State of Indiana. The states agreed on the tolling to be the same for the bridges. See Exhibit 7 for more details.

**Private Ownership** – These examples are limited and mixed on the locations as Bi-Country along the U.S./Canadian border and Bi-State in select states. Examples of note include:

- The **Ambassador Bridge** is a suspension bridge that connects Detroit, Michigan, United States, with Windsor, Ontario, Canada. The bridge is owned by Grosse Pointe, Michigan, billionaire Manuel Moroun through the Detroit International Bridge Company in the United States and the Canadian Transit Company in Canada. See Exhibit 8 for more details.
- The **Dingman's Ferry Bridge** is the last privately owned toll bridge on the Delaware River and one of the last few in the United States. It is owned and operated by the Dingmans Choice and Delaware Bridge Company. See Exhibit 9 for more details.
- The **Weslaco - Progreso International Bridge** on the U.S.–Mexico border, has been in operation at this location since 1952. It connects the cities of Progreso, Texas, and Nuevo Progreso (in Río Bravo Municipality), Tamaulipas. The bridge is privately owned and operated.

## Exhibit 1

### Local Government Ownership

### Toll Bridges Crossing State/International Borders

#### Example - City of McAllen, Texas

The City of McAllen, Texas and the local area own (Cities of Hidalgo, McAllen and Mission, Texas) the U.S./Texas side of the two international bridges, with one more recent, being the **Anzalduas International Bridge**. The two toll bridges are governed by a Board of Trustees composed of elected and appointed officials.

- **Anzalduas International Bridge** is an international bridge over the [Rio Grande](#), which connects the western outskirts of both the city of [McAllen, Texas](#) in the [United States](#) and the city of [Reynosa, Tamaulipas](#) state, in [Mexico](#).
  - It provides cross-border commuters with two southbound and northbound lanes, as well as a pedestrian crossing. The bridge opened on December 15, 2009.



Anzalduas International Bridge  
McAllen, Texas - Reynosa, Tamaulipas  
*(The U.S. is shown on the right.)*

Photo courtesy of  
Anzalduas International Bridge

- Traffic averages 2,000 to 3,000 autos per day and 50 to 100 trucks and buses per day depending on the day of the week and month of the year.
- Toll rates in March 2018 are \$3.50 for Autos, Light Trucks and Motorcycles. The full toll rate schedule can be found at <http://www.mcallen.net/departments/bridge/anzalduas>
- Revenues forecasted for fiscal year 2017-18 are \$3.66 million.
- The valuation (cost) for the Bridge as of December 31, 2017 is \$43 million.
- The bridge was a design-bid-build project delivery approach.
- The financing approach was a traditional revenue backed bond issue and funds advanced from the City all to be paid through future toll revenues.

**Exhibit 2**  
**Local Government Ownership**  
**Toll Bridges Crossing State/International Borders**  
**Example – Burlington County Bridge Commission – New Jersey**

Burlington County Bridge Commission, which is part of Burlington County, New Jersey, owns and operates a series of bridges including toll bridges that span from New Jersey to Pennsylvania over the Delaware River. The tolls are collected one way on the New Jersey side for trips going from New Jersey to Pennsylvania. The toll bridges are governed by the Burlington County Bridge Commission, composed of three commissioners appointed by the Commissioners of Burlington County, New Jersey.

- The **Burlington–Bristol Bridge** is a truss bridge with a lift span crossing the Delaware River from Burlington, New Jersey to Bristol Township, Pennsylvania in the United States. Construction of the bridge started on April 1, 1930, and the bridge opened to traffic on May 2, 1931. The bridge carries NJ 413 and PA 413.



- New bridges for the site have been proposed, but most would require the access ramp to extend out to Route 130, which would result in the destruction of historic buildings, as well as the large industrial park near the bridge.
- Average daily traffic for the Burlington-Bristol Bridge in 2015 was 11,000 to 12,000 vehicles per day.
- Toll rates in March 2018 for Auto, Light Trucks and Motorcycles is \$4.00 for cash and \$3.00 for vehicles with EZ-Pass electronic toll transponders. The full toll rate schedule can be located at <http://www.bcbridges.org/toll-rates-e-zpass/>

### Exhibit 3

## Local Government Ownership

### Toll Bridges Crossing State/International Borders

#### Example – Bellevue Bridge Commission – Nebraska

The Bellevue Bridge Commission operates the Bellevue GAR Memorial Bridge which connects Bellevue, Nebraska to Mills County, Iowa, across the Missouri River. The Bellevue Bridge Commission is composed of appointed officials that are appointed by the City of Bellevue, Nebraska.

- The **Bellevue Bridge** (known as the **Bellevue Toll Bridge** and officially called the **Grand Army of the Republic Bridge**) is a [continuous truss bridge](#) over the [Missouri River](#) connecting [Mills County, Iowa](#) and [Sarpy County, Nebraska](#) at [Bellevue, Nebraska](#). The bridge formally connected [Nebraska Highway 370](#) and [Iowa Highway 370](#).
  - The bridge was built in 1950 by the Bellevue Bridge Commission. Although the bridge is considered obsolete there are no current plans to replace it. Various government entities have sparred over who should own the bridge (nobody wants the expense of owning it) when the initial bonds were to be paid off in 2000. The issue has been temporarily resolved since the Bridge Commission found funds to re-deck the facility in 2004.



- Traffic averages about 2,000 vehicles per day. Traffic levels were much higher until officials built a non-tolled bridge nearby that diverted a portion of the traffic that formerly used the toll bridge. A significant amount of traffic is truck traffic from local facilities in the area near the bridge.
- Toll rates for autos and light trucks is \$1.00. The full toll rate schedule can be found at <http://bellevuebridge.net/toll-fees-1/>
- Toll revenues average about \$500,000 per year and support the annual operations and maintenance of the bridge.



**Exhibit 4**  
**Local Government Ownership**  
**Toll Bridges Crossing State/International Borders**  
**Example – Port of Hood River – Oregon**

The Port of Hood River, located in the County of Hood River, Oregon, was created and incorporated on July 28, 1933 because of the Bonneville Dam Project due to the expressed desire by the Oregon State Legislature and the United States Government to develop industrial lands in the Columbia River Basin. The first meeting was held August 12, 1933 with a Commission of five elected members. Five Commissioners, elected throughout the district for four-year terms, still guide the Port of Hood River today. The owners of the bridge, built in 1923 by the Oregon-Washington Bridge Co., approached cities, counties, and ports on both sides of the river regarding purchase of the bridge. All declined except the Port of Hood River.



A brief summary of the Hood River – White Salmon Bridge includes:

- Toll rates for autos and light trucks as of March 2018 were \$2.00 cash and \$1.00 for BreezeBy electronic tolls. More details on toll rates can be found at <https://portofhoodriver.com/bridge/toll-rates/>
- Average daily traffic is 10,000 to 12,000 depending on the day of the week and time of year.
- Toll revenues forecasted for 2017-18 are \$5.3 million.
- The Port of Hood River is studying the replacement of the existing bridge and preliminary estimates are in the \$250 million to \$300 million range depending on the final selection alternative for the replacement bridge.



**Exhibit 5**  
**Bi-Country/Bi-State Government Ownership**  
**Toll Bridges Crossing State/International Borders**  
**Example – Delaware River Joint Toll Bridge Commission –**  
**New Jersey/Pennsylvania**

The Delaware River Joint Toll Bridge Commission owns and operates a series of seven toll and twelve toll supported bridges along the New Jersey and Pennsylvania border over the Delaware River. The Commission operates pursuant to a Joint Agreement enacted by the states of New Jersey and Pennsylvania in December 1934. The Agreement forms the basis of the agency's federal Compact, first authorized by the United States Congress in 1935. A board of 10 commissioners — five from each state — governs the Commission. New Jersey members are nominated by the Governor and confirmed by the state Senate. Pennsylvania members appointed by the governor and serve at his/her pleasure. A sample toll bridge includes:

- Milford-Montague Toll Bridge – opened in 1953, located seven miles south of the New Jersey/New York State line, the bridge connects Montague Township, Sussex County, New Jersey to Dingman Township, Pike County, Pennsylvania, over the Delaware River. The bridge serves an important regional economic function, serving a gateway function to the Pocono Mountains resorts of Pennsylvania and the Delaware Water Gap Recreation Area on both sides of the river in Pennsylvania and New Jersey.



- Rehabilitated in \$19.1 million project February 2008 to May 2009. Major items included: replacement of bridge precast concrete deck panels; replacement of deteriorated supporting stringers and truss members; blast-cleaning/painting of the entire steel superstructure; repairs or replacement of the approaches, and new signage.
- Traffic in 2017 averaged 3,000 to 4,000 vehicles per day, could be higher or lower depending on the season and day of the week.
- Toll rate for autos, light trucks, and motorcycles is \$1.00 for cash and \$.60 for EZ-Pass electronic tolls. The full toll rate schedule can be located at <http://www.drjtbc.org/toll-rates/>
- Toll revenues for 2017 totaled \$1.64 million.

**Exhibit 6**  
**Bi-Country/Bi-State Government Ownership**  
**Toll Bridges Crossing State/International Borders**  
**Example – Port Authority of New York and New Jersey**

The Port Authority of New York and New Jersey is a joint venture between the states of New York and New Jersey, established in 1921 through an interstate compact authorized by the United States Congress. The Port Authority oversees regional transportation infrastructure, including toll bridges and toll tunnels, airports, and seaports, within the geographical jurisdiction of the Port of New York and New Jersey. The governor of each state appoints six members of the agency's Board of Commissioners, subject to state senate approval. Commissioners serve as public officials without pay for overlapping six-year terms.

The Port Authority is replacing and upgrading several major toll bridges including the Bayonne Bridge and the Goethals Bridge which both connect New Jersey to Staten Island, New York. A brief description of the Goethals Bridge replacement project includes:

- The **Goethals Bridge** connects Elizabeth, New Jersey, to Staten Island, New York.
  - The Final Environmental Impact Statement (FEIS) was completed for a replacement bridge and published in August 2010 under the auspices of the US Coast Guard. This document was prepared to assess the environmental, transportation, and socio-economic impacts of the Goethals Bridge Replacement, and to satisfy the requirements set forth under NEPA and state/local requirements. The Record of Decision (ROD), under the US Coast Guard, was issued in January 2011. Subsequently, federal funds/financing was sought by the P3 developer that required the NEPA process be updated to accommodate the USDOT Federal Highway Administration's NEPA requirements with the FHWA issuing its ROD June 2013.
  - In April 2013, the Port Authority authorized a \$1.5 billion project to advance the implementation and delivery of the replacement of the Goethals Bridge. The Port Authority authorized award of a Public-Private Partnership (P3) contract to a P3 Developer to provide the design, build, finance, and maintenance for the new bridge over a 35-year term. The Port Authority retains significant operation of the new bridge, including toll collections. As part of the P3 effort, the P3 Developer also pursued and obtained federal financing. The first of the two spans, running parallel to the old bridge, opened June 2017, and the second new span will open in 2018.
  - The replacement bridge just south of the original bridge when complete, will provide:
    - Three 12-foot-wide lanes in each direction replacing the old bridge two narrow 10-foot-wide lanes
    - Enhanced outer and inner shoulders in each direction
    - Sidewalk/bikeway path along the New Jersey-bound roadway segment
    - Improved safety conditions and performance reliability by meeting current geometric design, structural integrity, security and seismic standards, and reduces life-cycle cost

- Corridor between roadway decks to accommodate potential transit service
- State-of-the-art smart bridge technology
- Clearance permitting passage of deep-sea vessels through the Arthur Kill channel



- **Key reasons for a public-private partnership for toll bridge.**
  - Risk transfer - Goethals Bridge replacement is a highly complex project. The P3 structure will transfer substantial risk for potential construction overruns and the long-term cost and quality of maintenance to the Developer.
  - Efficiency and long-term alignment of interests - The developer will be paid for performance over the life of the P3 instead of receiving upfront payment under a traditional delivery approach. If the developer underperforms or the replacement bridge develops problems during the service period, the Port Authority will be able to reduce payment. This payment scheme will align the interests of Port Authority and of the developer in designing and implementing a project as efficiently as possible, and in providing high-quality design, construction, upkeep and user service.
  - Attractive and increased financing capacity - Port Authority repays the costs of construction over the life of the P3 once the project is complete—which has allowed the Port Authority to commence procurement for the project more quickly. The commitment to pay the P3 is subordinate to existing senior debt.
- As of March 2018, cash tolls from New Jersey to New York are \$15 for cars and motorcycles; there is no toll for passenger vehicles going from New York to New Jersey. E-ZPass users are charged \$10.50 for cars and \$9.50 for motorcycles during off-peak hours and \$12.50 for cars and \$11.50 for motorcycles during peak hours. More information on the toll rates can be found at <http://www.panynj.gov/bridges-tunnels/tolls.html>
- Traffic in January 2018 averaged about 35,600 vehicles per day and could have been higher or lower depending on the day of the week during the month. EZ-Pass use was over 87% of vehicle trips during the month.
- Revenues in 2017 for the bridge totaled \$220.8 million.

**Exhibit 7**  
**Bi-Country/Bi-State Government Ownership**  
**Toll Bridges Crossing State/International Borders**  
**Example – Ohio River Bridges**

The purpose of the Louisville-Southern Indiana Ohio River Bridges Project is to increase cross-river mobility by improving safety, alleviating traffic congestion and connecting highways. The project will stimulate the economy of the entire Louisville-Southern Indiana region. According to the Federal Highway Administration’s Record of Decision, to meet these needs two crossings were necessary – one in the downtown area and one eight miles upstream in the metro area’s growing East End. The Downtown Crossing (Abraham Lincoln Bridge) connects downtown Louisville and Jeffersonville, Ind., running parallel to the Kennedy Bridge. The East End Crossing (Lewis and Clark Bridge) is located eight miles upstream and connects Prospect, Kentucky. and Utica, Indiana.

Formal agreements to govern the construction, financing and long-term management of the Louisville-Southern Indiana Ohio River Bridges Project have been approved by both Kentucky and Indiana. The agreements spell out rights and responsibilities for each state on construction and for long-term operation including: Budget and financing, Environmental and workforce commitments, Operations and maintenance and Tolling collection and enforcement. Toll rates were set for autos and light trucks at \$2.00 with “River Link” electronic tolls, \$3.00 with a pre-registered vehicle tag and \$4.00 for post-payment via vehicle tag recognition. The full toll schedule is located at <https://riverlink.com/>

### **Planning and Environmental Stage**

The Ohio River Bridges Project is governed by a detailed list of environmental and historic mitigation obligations that have been carefully researched and are being addressed at each stage of the project. The sum total of these efforts results in the design and construction of each of the six sections of the Ohio River Bridges Project, including measures to protect and preserve historic, cultural and environmental resources.

The specific measures the Project addresses were identified in the Environmental Impact Statement phase of the project and recorded in three project documents – the Final Environmental Impact Statement (FEIS), the Section 106 Memorandum of Agreement (MOA) and its parent document, the Record of Decision (ROD).

The Supplemental Final Environmental Impact Statement (SFEIS) for the Louisville-Southern Indiana Ohio River Bridges Project was approved by the Federal Highway Administration, the Kentucky Transportation Cabinet and the Indiana Department of Transportation on April 20, 2012. The effort was launched as a result of significant cost-saving proposals, as well as plans to utilize tolling to help meet revenue shortfalls.

## Design and Construction Stage

The Bridges Project is managed by officials from the Kentucky Transportation Cabinet (KYTC) and the Indiana Department of Transportation (INDOT). A Bi-State Management Team of these officials oversees work completed by the general engineering consultant, Community Transportation Solutions (CTS).

---

### Downtown Crossing



The Kentucky Transportation Cabinet (KYTC) took the lead on financing, designing and constructing the Downtown Crossing. The project delivery approach was design-build with financing provided by KYTC through revenue bonds and a TIFIA loan, with a total project cost of \$1.274 billion. Innovations by the Design Build Team resulted in completion of the project in 2016 – exceeding KYTC expectations. Work included:

- Building a new I-65 bridge with six northbound lanes
- Reconfiguring Spaghetti Junction (I-64, I-65 and I-71)
- Reconfiguring Indiana roadways and bridge approaches
- Rehabbing the Kennedy Bridge (I-65) with six southbound lanes

---

### Lewis and Clark Bridge (East End Crossing)





Indiana DOT (INDOT), in conjunction with the Indiana Finance Authority (IFA), was responsible for overseeing the financing, design and construction of the East End Crossing via a P3 delivery approach with the P3 Developer responsible to design-build-finance-operate and maintain the facility over a long-term agreement with INDOT via the IFA being responsible for Availability Payments over the term of the agreement where the Developer is responsible for the “availability” of the facility and if this does not meet established performance standards the payments may be reduced by INDOT/IFA. The total project cost is \$1.053 billion. Highlights of the East End Crossing included:

- Building a new East End bridge eight miles upstream from downtown Louisville
- Extending the Snyder Freeway (841/265) in Kentucky to the new bridge, including a 1,700-foot tunnel under the Drumanard Estate in Prospect
- Constructing a four-mile new-terrain highway in Indiana, extending the Lee Hamilton Highway (62/256) to the new bridge

### **Operations Phase**

RiverLink is the tolling system for the Louisville-Southern Indiana Ohio River Bridges Project. The project includes the new Abraham Lincoln Bridge in downtown Louisville (I-65), the revamping of the existing Kennedy Bridge in downtown Louisville (also I-65), a new Lewis and Clark Bridge connecting the extension of the Snyder Freeway (I-265) with Southern Indiana (state road 265) and the rebuilding of the I-65, I-64 and I-71 interchanges.

Anticipated traffic on the two bridges is estimated at over 70,000 vehicles per day growing to over 100,000 per day after a growth period through 2020. Toll revenue generated is estimated at over \$75 million in 2018 growing to over \$100 million after a growth through 2020.

**Exhibit 8**  
**Private Ownership**  
**Toll Bridges Crossing State/International Borders**  
**Example – Detroit International Bridge Company**

The **Ambassador Bridge** is a suspension bridge that connects Detroit, Michigan, United States, with Windsor, Ontario, Canada. It is the busiest international border crossing in North America in terms of trade volume: more than 25% of all merchandise trade between the United States and Canada crosses the toll bridge.



The bridge is owned by Grosse Pointe, Michigan, billionaire Manuel Moroun through the Detroit International Bridge Company in the United States and the Canadian Transit Company in Canada. In 1979, when the previous owners of the bridge put it on the New York Stock Exchange and shares were traded, Moroun was able to buy shares, eventually acquiring the bridge. The bridge carries 60 to 70 percent of commercial truck traffic in the region.

- Average daily traffic is approximately 10,000 trucks and 4,000 cars per day.
- Toll rates for autos and light pickups is \$5.00, with discounts at \$4.60 and \$4.00 Reward and Nexus card users. For more details on the toll rates see <http://www.ambassadorbridge.com/Auto/USTollRates.aspx>  
<http://www.ambassadorbridge.com/Commercial/USCTollRates.aspx>
- Toll revenue is proprietary information as this is a privately-owned bridge.

**Exhibit 9**  
**Private Ownership**  
**Toll Bridges Crossing State/International Borders**  
**Example – Dingmans Choice and Delaware Bridge Company**

The **Dingman's Ferry Bridge** is the last privately owned toll bridge on the Delaware River and one of the last few in the United States. It is owned and operated by the Dingmans Choice and Delaware Bridge Company.

Today, the bridge provides an important link for commuters to reach destinations in New Jersey and New York City. The bridge lies south of the current Milford Bridge, and well north of the Interstate 80 bridge at the Delaware Water Gap. As such, it is in a location which caters well to the commuter lifestyle of many area residents of Delaware Township, Dingman Township, and other surrounding communities. The current bridge was built in 1900 and has a weight limit of four tons and a height limit of 11 feet for commercial vehicles.



- Toll rates for autos and pickup trucks are \$1.00. Frequent users can purchase a book of 40 tickets (trips) for \$30. The complete toll rate schedule can be located at <http://dcdbc.com/ratesandrestr.php>
- Average annual daily traffic and toll revenue is proprietary information.



**Exhibit 10**  
**Private Ownership**  
**Toll Bridges Crossing State/International Borders**  
**Example – Weslaco-Progreso International Bridge**

The **Weslaco - Progreso International Bridge** on the U.S.–Mexico border, has been in operation at this location since 1952. It connects the cities of Progreso, Texas, and Nuevo Progreso (in Río Bravo Municipality), Tamaulipas.

The State of Texas recognizes the importance of the Progreso Bridge. From 1993 through the end of 1997, the Texas Department of Transportation invested over \$10 million in FM 1015, which connects to US 83 and points north. The Texas Department of Transportation invested over \$5 million more in 1998 and in 1999 to provide for five lanes of traffic.

The bridge was constructed in 1952 by B&P Bridge Company after a flood destroyed the original suspension bridge connecting Rio Roco, Mexico to the United States. Sam Sparks acquired the bridge in 1984, and the bridge was renovated to six lanes in 2003. Mr. Sparks passed away in 2011.

The new bridge was completed in 2003 and features broad, covered walkways on each side and four traffic lanes. A truck bridge, located to the East side, is open to remove heavy northbound truck traffic.



The City of Weslaco announced in 2006, that the city had entered into a right of first refusal agreement with the current owner of the bridge, Sam Sparks. This means that if Sparks decides to sell the bridge, Weslaco will be the first buyer on the list.

- Toll rate for autos and pickup trucks is \$3.00.
- Average daily traffic and toll revenue is proprietary information.

This page intentionally left blank.

**PORT OF HOOD RIVER**  
**Hood River/White Salmon Bridge Replacement Project**  
**State of Oregon Funding Request**  
**Pre-Development Phase**  
**Fee Estimate**  
*as of 3/8/2018*

Invoice No. 001-2282018

	Preliminary Budget	Previously Billed	Billings for Two Months	
			1/31/18	2/28/18
<b>PROJECT MANAGEMENT AND ADMINISTRATION</b>				
<i>Port Project Management Staff Related Expenses (3.5 year est.)</i>	\$ 525,000			
Salaries			\$ 8,038.46	\$ 8,461.54
Benefits			924.25	972.78
Taxes			597.96	630.31
		\$ -	9,560.67	10,064.63
<u>Materials and Services</u>				
Business Cards			27.50	
Computer			775.06	
Printer and Toner			376.97	
Computer Monitor			249.43	
Office - Desk, chair, mat, bookcase and tray				2,101.64
Office setup - IT (Lerner Services)				1,353.75
Phone and Internet setup - GorgeNet				437.25
<u>Travel Reimbursement</u>				
Phone			125.00	125.00
Travel			486.69	672.08
Lodging			328.07	1,185.81
Meals and Ancillary				30.66
		-	11,929.39	15,970.82
<b>CONTRACTED PROJECT ADVISORS</b>	\$ 250,000			
Regional Transportation Council - RFP Development	\$ 7,500			
OTAK - RFP Assistance	\$ 50,000		3,624.00	
Steve Siegel - P3 Rules and Broad Modeling	\$ 100,000		12,983.75	10,516.25
Clary - EIS Quality Control	\$ 40,000			
Various	\$ 52,500			
Mott MacDonald			2,266.48	
		-	18,874.23	10,516.25
<b>PROPOSAL ASSISTANCE AND TECHNICAL ASSISTANCE</b>	\$ 132,000			
Project Legal	\$ 45,000			
Jaques Sharp Attorneys at Law			7,570.00	10,480.00
Schwabe Williamson - EIS RFP Review				
DOT/FHWA Staff Costs	\$ 87,000			
		-	7,570.00	10,480.00
<b>CONSULTANT SCOPE AND BUDGET PORTION</b>	\$ 907,000		38,373.62	36,967.07
<b>OUTREACH AND AGENCY COORDINATION</b>	\$ 135,000			
Outreach/Engagement Activities, Website Content	\$ 75,000			
Daily Journal of Commerce - P3 Bridge Replacement				159.60
Committee Facilitation	\$ 20,000			
Resource Agency Consultations	\$ 40,000			
		-	-	159.60
<b>NEPA ENVIRONMENTAL IMPACT STUDIES</b>	\$ 375,000			
<b>Permit NEPA/Environmental Clearance Studies</b>				
Army Corps Section 404 and 408 Processes				
Updated River Navigation for Coast Guard Bridge Permit				
Section 106/4(f)/Archaeological Studies				
Hydraulic Study				
Environmental/Permits Study Plan				
General Permit Assistance/NEPA Clearances				
		-	-	-
<b>Engineering to Support Environmental and Project Process</b>	\$ 950,000			
Design Review/Refinement Based on Navigation/COE Dredge assessment				
Wind analysis				
Detailed Topo/River Subsurface Surveys				
Update TS&L				
Schematic Roadway/Interchange design				
Geotechnical investigation				
Updated Year-of-Expenditure Programming-Level cost estimate				
		-	-	-
<b>Permits (Assuming Processed Through Environmental Consultant)</b>	\$ 950,000			
Army Corps Section 408				
Coast Guard Bridge Permit				
WA and OR Shoreline Permit				
Hydraulics Permit(s)				
Other Permits as Noted in Environmental Study Plan				
Tribal Coordination				
<b>Environmental/Design/Permit Assistance Consultant Subtotal</b>	\$ 2,275,000		-	-



# Commission Memo



Prepared by: Michael McElwee  
Date: May 1, 2018  
Re: Future Focus Discussion

---

At the April 17, 2018 Spring Planning work session, the Commission deferred the “Future Focus” discussion item due to time constraints. The one-page summary of that topic prepared by staff is attached along with the final report from futurist Glen Hiemstra. Both of these items were in the Spring Planning packet.

**RECOMMENDATION:** Discussion.

This page intentionally left blank.

**April 17, 2018**  
**Spring Planning Session**

**Discussion Topic:**  
**Future Focus**

**Overview:**

In November 2017, the Port engaged futurist Glen Hiemstra to facilitate a worksession with Commissioners and staff regarding the long-term future of the Port. Mr. Hiemstra's final report is attached. From a staff standpoint, the following are the key topic areas that should be a priority for future discussion and action, and would have an impact on our work tasks and budget assumptions over the next few years. They are listed in no particular order.

- 1. Regional collaboration—opportunities, roles, strategies and outcomes**
  - a. Economic development
  - b. Transit
  - c. Advocacy
  - d. Resource sharing
  
- 2. Means and methods to support local economic sectors**
  - a. Agriculture
  - b. Technology
  - c. Forest products
  - d. Education
  - e. Housing
  
- 3. Alternative real estate development approaches**
  - a. Land lease
  - b. Participatory lending
  - c. Percentage Rent
  
- 4. New and/or expanded business lines**
  - a. Tolling
  - b. Parking
  - c. Aviation
  
- 5. Future Port financial sustainability and operational structure(s)**

Staff seeks a discussion about these topics and others that the Commission seeks to focus on that may become part of staff work plans in future fiscal years.

This page intentionally left blank.



# Port of Hood River

## Strategic thinking session

Nov 15, 2017

## INTRODUCTION



The Port of Hood River decided to engage in a long-term strategic thinking activity in November 2017. The intent is to explore the future on a longer time horizon and with a wider-angle look at issues than is typical of regular Port planning activities. The resulting strategic insight can then be used in later strategic planning activities. The meeting of the Port Commissioners and Port leadership was not designed as a decision-making meeting but as a future brainstorm, exploration, and discussion. The Port engaged national Futurist, Glen Hiemstra, Founder of Futurist.com to plan and conduct the day-long meeting. He was invited to make a presentation of his

view of long-term trends in an evening session on November 14, 2017 to which the public was invited. About 20 members of the community attended that evening session. Glen's presentation slides can be found in Appendix B. Prior to the sessions, Glen interviewed a small set of community leaders by telephone, and a summary of the key input can be found in Appendix A.

What follows below is a summary of the day-long Commission meeting held on November 15, 2017, along with some concluding recommendations from the event facilitator.

The November 15, 2017 meeting began with a listing of the desired outcomes of the day's discussion, which included:

## Outcomes

List of strategic implications of long-term trends

- List of what we may move from and move to
- List of common themes in preferred future images 2035-2040
- List of what we need to learn, prepare for, and do
- Next step(s)

A model that is being used by futurists to organize a scan of the external environment is the acronym STEEP. It stands for:

- Society and Demographics
- Technology and Science
- Economy and Markets
- Environment and Energy
- Politics and Regulation

The meeting facilitator, Glen Hiemstra, delivered a presentation with his views of future developments in these categories on the evening of November 14, a presentation open to the public. His presentation slides can be found in Appendix B.

Glen's key observations were:

Population growth is going to continue, and become more diverse. An aging population must be accounted for, as is the need for affordable housing.

Technologically, the Internet of things, autonomous vehicles, and advances in manufacturing will be dominant. This will impact traffic, parking, and the kind of business facilities that are needed

Economically there are a myriad of opportunities in small-scale but high tech development, such as the current cluster in drones and avionics. Agriculture will continue to be important.

Environmentally, climate change will likely lead to more variable weather, and a public demand for sustainability solutions. With energy, there are many opportunities arising for renewable energy, including especially solar and wind in the local area. Adding solar to a bridge is an option.

Politically and in terms of regulation, there will be a need for regional and cross-river collaboration, calling for leadership from the Port.

## STEPP brainstorm and discussion

Reflecting on the trends that Glen addressed the previous evening and using the STEEP model, the group asked which *Events, Trends and Developments (ETD's)* stand out as important for the Port and Region, or which individuals felt were missing in Glen's presentation. The results were recorded into the STEEP categories.

## Society & Demographics

- Region will add 3000-5000 people
- Will move from 15% over age 65 to 23% with implications for housing, infrastructure, social services, electoral support for taxes, etc.
- Diversity in population
- More people will move out of larger cities and be willing to commute 1-2 hours
- Wealth & Income gap increasing
- Poverty and homelessness increasing

*Key points summary:* While the various state agencies that forecast population assume modest growth in the Hood River region, the discussion focused on the possibility that the forecasts are too modest, and that population growth would probably be faster, and would almost certainly be faster if there were housing available.

This will put pressure on the urban growth boundary and the expectations for on either side of the line. Dealing with the wealth gap and providing service to the more diverse population were other future issues of note.

### Technology and Science

- Tolling technology extended to parking, modes, smart phones
- Autonomous vehicles
  - Fewer vehicles due to autonomy
- E-bikes, electrification of transportation
- UAV, avionics, aviation
- Recreation technology advances
- Smart buildings, smart grid, connectivity
- 3D printing to impact manufacturing

*Key points summary:* There is a desire to apply Port knowledge of electronic tolling technology to other realms, and future trends in smart city applications may support this possibility. Autonomous vehicles may, on the ten to twenty year time horizon, decrease vehicle traffic if this technology is accompanied by a shift to shared and fleet owned cars. Long-haul trucks will almost certainly be autonomous on the interstates. However, when combined with

anticipated regional growth, the number of vehicles crossing a bridge may not diminish. Local parking could be impacted by fewer local cars and more local autonomous cars being used more continuously rather than parked most of the time. Electric bikes have a lot of promise for enhancing local recreation and they along with regular bikes should be accounted for in bridge design. Any new Port business development facilities built on remaining or newly acquired land will need to conform to smart and green standards which exceed today's, and the Port has the opportunity to model these standards on a small scale.

### Economy & Markets

- Housing needs for agricultural workers
  - Need to consider schools with housing provided for employees
  - Need to consider health care facilities with housing provided for employees
- Tech industry clustering
  - Merge Agriculture-Forestry-Technology, for example waste stream management on-site

- Gorge-region "stock market" or investment network, enabling way for local residents to invest in local companies
- Food processing and agriculture contribution to local economy continues, but single crop is vulnerable
- Price competition for agriculture commodities
- Transportation pressures and needs
- Finding way to capture 38,000 cars driving by on Interstate for stop/shop/visit
- Future shipping (possibilities)
- Port role in facilitating introductions (to deal with non-Port issues)

*Key points summary:* The participants assume that the future economy will remain focused, in similar shares as today, on agriculture, small-scale manufacturing and services especially related to technology and the local retail and health care. There is a concern about how to continue to support the current tech focus related to avionics and drones while attracting new good paying jobs and whether the Port should look to sell or lease

space. Obviously housing is considered to be a future issues, and the question was raised about local enterprises, like the schools or health care, support for employee housing.

**Environment & Energy**

- Flood, fire, drought, etc. threats increase in wild-weather future
- Focus on resilience
- Water scarcity (for data centers)
- Energy efficiency
  - Producing energy here, a county-wide energy plan
  - Micro-hydro
- Living Buildings
- Regional sustainability via 5-Port Collaboration
- Strong community interest in and expectation for efficiency & sustainability

*Key points summary:* This discussion recognized the likelihood of future climate-induced concerns about drought, fire and a need for local resilience planning. Water for future data center expansion in the region was noted. Energy was a primary area of focus, with an anticipation that all future development would be expected to be energy efficient. Regional

collaboration for sustainability is expected.

**Politics & Regulation**

- Gorge Commission Master Plan Update
- Urban Growth Boundary revisited
  - Agriculture land use
  - UGB requires 20-year supply
  - Workforce and housing pressures
  - Who does this?
- Distributed power generation
- Local sales tax re-visited
- Highway fund issues at federal level
- Forest management policies re: fire danger
- Oregon regional services push

*Key points summary:* A strong feeling was expressed that as regional Gorge planning continues, and as the other trends emerge, there will be a need to revisit aspects of the growth plan, urban boundaries, tax planning and the role of and limits on the Port.

In addition to looking at the STEEP categories, the group listed future trends of interest that may be specific to the Port of Hood River, including.

**Port Specific**

- New bridge

- Communication technology
  - Paper processes shifting to electronic
- Available land is decreasing, pressures on housing for labor
- Increase use of waterfront for recreation
- Parking pressures and desire for transit in region
- Expectation for quality, customer service, bi-lingualism
- “One Gorge” movement

*Key points summary:* Solving the bridge issue is a given. In terms of Port operations, modernizing communications, and stepping up to customer expectations including a need to be bi-lingual are assumed. The future use of Port lands, whether to acquire more, how to deal with parking pressures are issues. Eventually the group expected that regionalism will become more important.

**General Implications of the Long-Term ETD’s**

Having listed and discussed long term events, trends and developments, the group asked “what are the

implications for the Port of these kinds of trends in the next 10-20 years?" The following implications were recorded.

- Urbanization of the waterfront
- Monetize visitations
- E-bikes vs. trail use as it is now
- Address parking lots
  - Ski parking and bus service
  - Can you move waterfront parking offsite, and develop parking lots for buildings?

- Use school parking more efficiently in summer
- More transit ideas
  - Transit from Portland, across the bridge, to and from rural areas
- Air rights development
- Value of existential discussion – in the very long run should the Port exist or not exist?

As a method of sharpening the implications discussion and making it more practical, the group engaged in a From-

To discussion. The question is framed as, "Over the next 10 to 20 years, if the trends develop as we anticipate, what will the Port be moving from and moving to, in terms of what it does or how it does it? The results are below:

**FROM – TO Exercise: in the future what will the Port move from and to?**

FROM	TO
Stand alone entity	Participant in more diverse service provision system
Mostly misunderstood	Mostly understood, as the public can see the process as well as end result
Current Size & Services	Reduction in what we provide and do, based on reduced income from Bridge
Current Size & Services	Growth in various revenue streams
Focus on light industrial development	More mixed-use development as lead agency, e.g. housing
No role in workforce development, per statute	Workforce development role
Oregon entity	Bi-state entity: Five Ports One Team, collaboration, One Gorge

*Key implications summary:* If we review the various implications discussion points three things seem to stand out. First, the participants expect that over time regional collaboration will become more expected and

important, to include more collaboration with local Hood River entities, and also two-state, multiple Port entities. Taking a leadership role in this seemed attractive. Second, quite obviously the future scale of Port operations will

depend on the future of the bridge and the Port’s role in its development and share of its revenue. Third, there is a need or at least an opportunity for the Port to envision a shift from its current somewhat limited



mission to an expanded role in mixed-use development that accounts for community

interests in housing, energy, transit, and so on, within a regional service framework.

(Image credit:  
[https://commons.wikimedia.org/wiki/File:Hood\\_River\\_OR\\_-\\_aerial.jpg](https://commons.wikimedia.org/wiki/File:Hood_River_OR_-_aerial.jpg))



## The Preferred

### Future

The session shifted at this point from a focus on anticipated futures and implications, to *envisioning a preferred future for the Port*. The task was framed as imagining and comparing “preferred future images”. The most common images and the most preferred images could then, in later planning processes, be referred to as a starting point for articulating a new vision for the Port.

*Process:* First, each individual imagines their own preferred future images for about the year 2035, and records the images on small post-it notes. The notes are then shared, and similar ideas are gathered into clusters on a large board. Finally, the clusters are refined and labeled by a small group.

#### Preferred Future Image Exercise

As individuals did the initial round of listing their images, they were encouraged to

think about categories to include:

- Physical infrastructure of the Port, waterfront, facilities
- What we are doing, functions, purpose
- How we are organized, how we get jobs done
- What is the interface with other agencies, entities
- What is the interface with the public
- Bridge – what it looks like, how it is operated, who “owns” it
- Other images or wildcards

The clustered images that resulted are as follows:

#### BRIDGE

- New bridge built that provides significant public benefit by leveraging local ownership
  - Bridge was paid for with royalties from joint venture
  - New bridge is owned and managed by Port and provides ongoing revenue stream
  - The bridge is free
  - Port has ownership of debt-free bridge
  - New bridge is still owned by the

Port, at least partially

- Multi-modal bridge facilitates walk, bike, vehicle traffic
  - Bike & pedestrian crossing encourages alternative low-carbon commutes
  - Other green elements
  - Park and ride both sides of bridge
- Other transportation
  - Connectivity to town
  - Light rail to Portland
  - Reconfigured freeway exit G4
  - Regional fixed-route public transit system is operational within county, to Portland, bi-state
  - Increased airport traffic
  - Port part of regional ferry system
  - Short sea shipping

#### ECONOMIC FACILITATOR

- Port functions as a facilitator of import/export of local products and talent and ideas while ensuring benefits are felt within the region
- The Port facilitates networks, incubates markets
- Facilitator of State, Federal, Private

- funding and grant opportunities
- Department of Solicitation
- No waste

## COLLABORATIVE ENVIRONMENT

- Port is involved in extensive collaboration & coordination with other regional entities
- Port Board expanded to include one each from City Council, County Board, and School Board
- The Port is a key participant in area-wide public service systems, sometimes in the lead, sometimes following
- Working in collaboration with other local and regional agencies to bring their strengths into the district to improve our services. For example, Police working with recreation community on water rescue & safety.
- Port, school district, county and city are housed in one location, sharing many support functions
- The Port works with Washington and Oregon agencies and businesses to do combined CIP & vision

- planning, which shares resources to tackle local & regional issues
- Port Board & Staff are multicultural, multilingual, multifaceted, with greater inclusion and voice for Native Americans, Latino, under-represented populations. Port has discovered previously unknown economic development opportunities from being so.
- The Port serves as a forum to address community needs and is an initiator of change.

## SUSTAINABLE PORT

- The Port administers tolling facilities throughout the Western U.S.
- The Port funds itself via leases, property management, strategic business investments, not tolls or tax base
- Decreasing commerce unless new land/assets acquired
- Port has developed more than 500 acres of industrial/commercial land
- Port owns and has developed real estate in other counties and Washington state

- Port office re-located
- Re-development of maritime and Jensen buildings
- Build out of existing lands
- Development of the Hook
- Acquisition of other lands
- Port owns and develops property throughout the Gorge, with a green campus model that has zero waste, mission focus by regional goals, and housing including, as well “incubator/innovation campus/”
- The Port serves as a sponsor/facilitator for entrepreneurial business development
- A building or complex focusing on innovation and supporting young business
- Hood River waterfront is nationally recognized example of sustainable building technology & renewable energy.
- Business and light industrial core surrounded by green space, beaches, trails, etc.
- The area has a vibrant, sustainable and inclusive economy



## RECREATION – OPEN SPACE

- Port developing riverfront recreation on both sides of the river
- Expanded waterfront access, beaches with different access options depending on your interests.
- Recreation – Marina expansion, boat ramp relocation, water access to Nichels Basin, changing demographic needs, increased usage
- The Port is integral in preventing this area from becoming another Telluride
- The Port creates multiple pedestrian & bike connections between downtown and the river
- Parkway covered tunnel over I-84.
- The Gorge is an even better playground
- Interconnected park, pathway, open space and natural areas preserved and maintained by the Port on waterfront

## INNOVATION TECHNOLOGY

- Integrated agricultural diversity – timber, fruit, grapes/vineyards, wine, with K-12 &

College, and with Trades & Technology

- Technology focus on advanced products, R&D, recreation product testing labs
- Innovation actions supporting entrepreneurship opportunities, available low cost space
- Port is the leader in connecting technology education and workforce needs of local business
- Buildings are constructed out of mostly local materials, using locally trained trades workers who can do a number of skilled work tasks in different hand-on industries
- Waterfront is built out with vibrant recreation/technology /production facilities and public spaces. Vibrant mix of symbiotic local & regional businesses support business with a regional showcase feel. Shared amenities.
- Innovate economic development to include full consideration and action on ripple effects. Maintain quality of life means social justice infused in economic development activities such that we

are the Port/Community that figured it out, solved the problem of if you work in a community you ought to be able to live there (Aspen, Vail, not Hood River).

- Lot One is developed but mostly green, vibrant, walkable area that has a park-like feel but is hosting over 1000 full time year-round workers.
- Waterfront: road/Interstate vehicle off-ramp direct into multi-story marking & distribution center

## AIRPORT

- Airport becomes a technology hub for aviation, avionics development
- Funding created through joint government and private sector infusions and development fees

## WORK FORCE

- Project completed: people don't have to live in the area to transport themselves to other jobs, thus housing demands in the local community don't have to be vital.
- Appointment scheduled parking

## WORKFORCE HOUSING/ CO-WORKING SPACE

- Port assembles new affordable housing sites on behalf of City and County
- Port owns and manages portfolio of live-work and workforce housing facilities
- Housing is denser with more small green spaces that are integrated with storm-water and park amenities.
- Housing is smaller, cleaner, cheaper to operate with locally produced power, public land utilization and appreciation caps. Maybe housing on Port property
- Energy for the County is locally produced on a micro-level, the Port has some production housed on properties which provide all power and some heat

tech/aviation/trades/service/agriculture sectors, and, if they go to college it's for advanced degrees in interesting things, not just vocational requirements. No student debt.

## WILD CARD

- No bridge, but landing pads where people drop off to go to work
- Drone transport – Port develops in partnership with tech firms
- Port becomes a government liaison with private sector to...

## EDUCATION

- School curriculum is integrated with mentoring programs. All contractors and Port tenants are required to provide mentor/internship/trades opportunities
- Class of 2035 HRVHS – graduates 100% employed locally at great paying jobs in

## THEMES – COMMON GROUND IN PREFERRED FUTURE IMAGES

After listening to, reviewing and discussing the wide variety of preferred future images, the group developed two final lists. First, we asked what are the common ground themes within the preferred future images. Second, we asked, based on the images and the common ground themes, “what does the Port need to learn about for the long term, prepare for in the medium term and begin to do soon for the short term?”

### THEMES – common ground in preferred future images

- Expanded role & scope for the Port
- Collaborator, facilitator with other agencies
- Unafraid of breaking the mold, pushing boundaries
- Shift from brick and mortar to IP
- Embrace community values – sustainability
- Agriculture, transportation,

- research, international trade marketing
- Real estate development role, but a with a social theme, innovation, etc.
- Branded waterfront, sustainable, living
- Refined, enhanced, sustainable, preserved waterfront, with open space
- Education, teaching, training
- Replace the bridge

### In the long run, what do we need to learn?

- Knowledge about public private partnerships
- More sophisticated, thoughtful public private partnerships on real estate investment
- Statutory limits – what we can and cannot do, how the change this
- Borrowing capacity with and without a bridge
- How to take our tolling technology today and expand it
- Inventory of what we contribute to the community beyond the bridge
- Agriculture needs and gaps
- Preparation for future commissioners, for example a budget

with and without bridge, financial model for Port with two-thirds of current income, alternate revenue streams

### In the medium term, what do we need to prepare for?

- Demand for infrastructure from a growing community
- Likely opportunities that may come from funding, Congress
- Public conversation about what we do as a Port
- Different dialogue with the public
- If we do more real estate development, implications for staff & functions
- Autonomous vehicles

### If the short term, what do we need to do?

- In the works on the Oregon side, do the whole effort on the Washington side
- Identify barriers to success
- Make a concerted effort to reach out to other agencies
- Re-visit the plan for Lot One
- Assess impact of owning versus sale of properties

## Conclusions

This day of strategic thinking was designed to enable the Port Commission and leadership to anticipate long terms trends out to 2035 and beyond, consider the implications of these trends, and then to imagine preferred future images and what they may mean for Port planning going forward.

Key themes for the future include:

Completing a new bridge

Expanding the role of the Port as a network leader in regional collaboration, and in terms of mixed use development

Completing the waterfront to the best vision for sustainability, renewable energy, traffic management, and mixed use

Supporting both high tech and agriculture development

Engaging the public and local agencies in thinking boldly about the long term vision

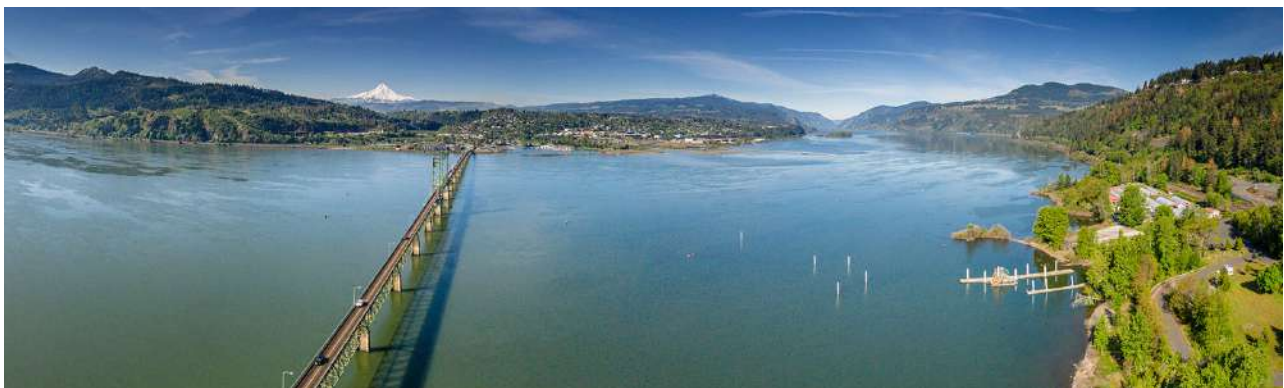
### Recommendations

1. Complete bridge specification process to emphasize sustainability, energy production, and revenue options
2. Consider convening local agencies, business partners, stakeholders, public in a long-term vision charette in 2018 especially for final waterfront
3. Expand Port vision to mixed use and regional network leadership.

Report prepared by Glen Hiemstra, Futurist.com

Dec 11, 2017

Image credit:  
Blaine Franger courtesy of Port of Hood River.



## Appendix A

In preparing for the day with the Commissioners and leadership, consultant Glen Hiemstra conducted a series of several telephone interviews with community business, public sector and association leaders. Glen asked them for their view of long terms issues for the Port.

### Future Issues of Interest

Housing for population growth, housing for local workers including especially agriculture workers

Completing a new bridge

Supporting economic development for high tech employment

Look for ways to support larger scale manufacturing facilities, not just small scale

Sustainability in the face of climate issues

Waterfront development, support for recreation

Regional cooperation

This page intentionally left blank.

## Executive Director's Report

May 1, 2018

### Staff & Administrative

- Thank you to all Commissioners and to the Budget Committee for their time and efforts at the Spring Planning Meeting. The discussion was extremely helpful in providing direction to staff on key issues and in budget preparation efforts.
- A total of 3,440 new Breeze-By account accounts have been created since January 1, 2018. There is now a total of 14,400 active Breeze-By accounts.
- As mentioned at the Spring Planning meeting, Daryl Stafford was hired as the Waterfront Manager and started work for the Port on April 23. Steve Carlson is doing well and has offered to help orient Daryl to the various projects and events he had been working on.
- The summer meeting of PNWA will occur in Clarkston, WA on June 25-27. The Commission will need to consider whether our Port should attend and, if so, which Commissioners and/or staff.
- Genevieve attended the Oregon Economic Development Association's marketing and branding training at the World Trade Center in Portland on April 13.
- The April 25 OneGorge meeting was held at the White Salmon Community Library and featured in-depth discussion of Washington legislative issues with guest Representative Gina McCabe.
- U.S. Senator Jeff Merkley's field staff Dan Mahr and Jacob Oakenberg will visit the Port on Friday, April 27 for a tour of the bridge, the airport, and the Lower Mill site. Mr. Mahr has filled the position previously held by Phil Chang.
- The Columbia River Gorge Commission has convened an Economic Vitality Work Group to review the Scenic Area Management Plan. Paul Koch, GM at POCL is representing Oregon Ports. The three main tasks of the Committee are to:
  - 1) Review the Economic Chapter of the Management Plan and make recommendations to the Commission about information that needs to be updated/revised, added or deleted because it is no longer relevant;
  - 2) Discuss the Vital Sign Indicators for Economics to recommend the most relevant indicators in the NSA that can be monitored over the next decade and who might be the entity to monitor them; and
  - 3) Discuss and define how the Gorge Commission implements the second purpose of the National Scenic Area Act to support economic development while



protecting resources.

---

## Recreation/Marina

- The next Marina Committee meeting will be scheduled when Daryl is adequately oriented to her new position and agenda items warrant.
- Staff from the Oregon State Marine Board has been on-site conducting a survey of the parking lot and launch ramp. They will conduct a bathymetric survey in the coming weeks. Both efforts are intended for use by OSMB engineers to prepare revised concept plans for the launch ramp area for future Commission consideration.
- Implementation of the Waterfront Parking Plan is well underway. May will be an important month for installation of kiosks, signage, curb striping, software programming and finalization of rates and fees. I have made presentations to CGWA and the Chamber and Visitors Council thus far. A public meeting will be held in early May.
- Restrooms on all recreational properties are now open. Evening closing will occur at 7:00 p.m. until the summer crew begins work. One Facilities staff member remains on light duty (primarily office tasks) due to a work-related fall. This has created increased work load for other staff and a delay in some projects and maintenance tasks.
- Three items remain related to the City's Sewer Pump Station project: Crestline will make asphalt replacement at the button bridge intersection; final paving will be done around the new concrete entrance island; and City crews will plant three new trees to replace the one large pine that had to be removed. The work will likely take place in May.
- The "Queen of the West" and "American Pride" are now docking in the Marina Basin on their summer/fall schedule. They expect to make about 28 stops this year.

---

## Development/Property

- Governor Brown has requested a time extension to the deadline for her decision about the census tracts to be designated as Opportunity Zones. Her decision will now likely occur in May or June.
- I have moved forward on finalization of a scope of work and draft contract with Walker|Macy to prepare an "Infrastructure Framework Plan" for Lot #1 as budget appears to be available. This will likely be Commission action item in June.
- On April 19, I attended the second meeting of the Natural Hazards Management Plan (NHMP) Steering Committee. The purpose was to further review Hood River County's hazard vulnerabilities and update response priorities.
- The parking analysis for Lot #6 in the Waterfront Business Park was completed by Rick Williams and is intended to help the Commission determine the best approach to development of that lot. In summary, the Port/Key DDA requires construction of a small



industrial building on that lot; however, the growth of the waterfront businesses has meant it is heavily used as a surface parking lot.

- Pfriem has completed the mold remediation and expects to complete their HVAC upgrade by the second week in May. The project appears to be going well.

---

## Airport

- The final public meeting on noise mitigation efforts at the airport was held on April 12. Less than 20 people attended.
- Crestline finished the paving work for the South Taxiway last week. The sub-contractor has to come back one more time to complete the fog seal and then the project will be complete. This is expected to occur the first week in June.
- The FAA and Century West have pushed out the schedule for the final wetland permit receipt for the Connect VI project to September rather than the original June timeline. The reason is that the agencies are holding firm to the maximum review times. In addition, the joint permit application doesn't really get submitted jointly and even after each agency has approved the EA (which includes the wetland), they still have to go through the approval process again for the permits. Staff has submitted a Change Order to ODOT for the new timeline for the grant and they have stated that they will approve the Change Order based on this approach. Permits and design will be finalized in 2018 with bidding occurring in February of 2019 and a project completion deadline of September 2019.

---

## Bridge/Transportation

- Quotes to repair the north end of the portal truss on the lift span are expected soon. There is \$35,000 in the current budget to complete this work.
- USDOT is retooling its TIGER grant program, renaming it "Better Utilizing Investments to Leverage Development," (BUILD) and changing its focus to advantage rural areas. This is a transportation discretionary grants program awarded to projects with a "significant local or regional impact," whereas TIGER was aimed at projects with national or regional significance. Staff is tracking this program for potential funding for a new bridge.
- Port crews have been very active with various tasks over the last few weeks including installation of new LED Aviation and Navigation lights, replacement of guard rail and multiple bridge lifts. We have been actively pushing out notifications of closures or delays through press releases, social media and the VM sign.
- Installation of new cameras at multiple locations on the Bridge is underway and should be complete by May 4. Port crews have had to provide significant assistance to the contractor including high-lift operation and flagging.
- The Port of Cascade Locks has approved a contract with PSquare for development and installation of an electronic tolling system on the Bridge of the Gods. We will be working

with the POCL on an agreement to provide tolling administration support to their operation which is expected to be operational next year.

- Fred Kowell attended a conference in Charlotte, N.C. April 22-24 regarding tolling technology. Representatives from agencies all over the country attended including ODOT.
- Fixed-route bus service is coming to the Gorge via a multi-agency partnership that includes the Port. Genevieve met with project partners on April 25 to discuss the roll out schedule. This is an exciting development for our community that will not only result in multiple Portland trips per day, but linked services throughout the communities of the Mid-Columbia – an important work force/commuter service that’s been needed for a long time.

# Commission Memo



Prepared by: Anne Medenbach  
Date: May 1, 2018  
Re: Jensen Building Parking Lot Paving

---

A quote solicitation for paving of the eastern half of the west Jensen Building parking lot was issued on April 4; sent to four paving contractors. A walk through was held on April 8 and two contractors attended; Granite Construction and S2 Contractors.

The following quotes were received on April 26<sup>th</sup>:

**S2 Contractors Inc:                      \$97,121.00**

**Granite Construction Company:      \$137,881.00**

The budgeted amount for the project was \$90,000. The Port has worked with S2 Contractors Inc. before; on the Marina Drive project in 2016. They worked well on that project and provided a very good product.

**RECOMMENDATION:** Approve contract with S2 Contractors Inc. for the paving of the eastern half of the west Jensen Building parking lot not to exceed \$97,121.00

This page intentionally left blank.

# Commission Memo



Prepared by: Anne Medenbach  
Date: May 1, 2018  
Re: Public Improvement Project Contract -  
Stadleman Waterline

---

The Stadleman Waterline Improvement Project went out to bid on April 10<sup>th</sup>. Two contractors attended the mandatory pre-bid walk through on April 20; Crestline Construction and Beam Excavating.

The scheduled contract award date is May 8<sup>th</sup>. Due to the quick contract time on this project, it is important to award the contract before the next Commission meeting on the 15<sup>th</sup>. The Commission can do this by approving the contract, barring no protests. The no protest period is a 7-day timeframe wherein contractors can protest the bid award. If there are no protests, then staff will move forward with the award on the 8<sup>th</sup>.

Therefore, staff proposes that the Commission approve a contract, barring no protests, to the Apparent Low Bidder on May 1<sup>st</sup>. Staff will present a recommendation of contract award reflecting the Apparent Low Bidder.

**RECOMMENDATION:** Information and action.

This page intentionally left blank.

# Commission Memo



Prepared by: Fred Kowell  
Date: May 1, 2018  
Re: Kapsch Service Contract Renewal

---

With the installation of the Kapsch transponder reader, antennas, and lane equipment, the Port also received a service contract that will expire at the end of May 2018. This contract will renew for a period from June 2018 to May 2019 for anything that goes wrong with our Kapsch hardware.

Having a service agreement allows the Port to respond to a hardware failure immediately by having the hardware configured to communicate with the back office system. Not having a service agreement could be significant financially, with the response time it takes to get the hardware on-site causing loss of toll revenue, with an average of 10,000 to 13,000 trips a day crossing our bridge.

**RECOMMENDATION:** Approve service contract with Kapsch TraffiCom USA for tolling system hardware service not to exceed \$43,662, subject to legal counsel review.

This page intentionally left blank.





March 30, 2018

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

Subject: Port of Hood River Maintenance  
 Contract: Port of Hood River Contract for the Purchase of Goods & Services

---

Kapsch TrafficCom USA, Inc. (“Kapsch”) is pleased to offer this proposal to furnish the Port of Hood River (“Customer”) for the subject project as detailed below in the “Work Included” section, and including referenced attachments.

This proposal and all related materials attached or appended hereto are proprietary and confidential to Kapsch, and submitted solely for the recipient’s internal evaluation purposes. Disclosure to any third parties is prohibited without the express written consent of Kapsch, as described further herein.

**1. PRICING AND PAYMENT TERMS**

The Kapsch price to provide the materials and services described in the ‘Work Included’ section of this proposal is as follows:

Current Contract Term	Extension Contract Term
June 2017 - May 2018	June 2018 - May 2019
\$ 42,389.38	\$ 43,661.06

- a. The price quoted is valid for 90 days and subject to Kapsch’s terms and conditions as expressed herein. No other terms and conditions apply unless expressly agreed to in writing by Kapsch.
- b. The above quoted price **does not** include any bonds, taxes, permits or duties that may be applicable to the proposed scope of work. Delivery is FOB site (this may be removed if not applicable or stated with any conditions as necessary).
- c. All pricing is in US Dollars.
- d. Net 30 days upon receipt of invoice from Kapsch

Payment Terms will be mutually agreed upon following contract execution and documented in writing.

**2. WORK INCLUDED**

The following section outlines the scope of materials and services (“Scope of Work”) included in this proposal.

**A. General**

The proposed scope of work is applicable to the following project sites:

- Port of Hood River, OR

#### **B. Scope Description**

- a. Preventative Maintenance of Electronic Toll Collection Equipment
  - i. In lane hardware
  - ii. Loop Detection
- b. Maintenance Support Center
- c. Time and Materials Corrective Actions

#### **C. Assumptions**

1. None.

### **3. WORK NOT INCLUDED**

The following listing of "Work Not Included" is intended as further clarification regarding Kapsch's proposed offering.

1. Providing service, repair or troubleshooting of any field related equipment.
2. Performing any configuration, programming and start-up of any related devices unless noted above in the "Work Included" section.
3. Furnishing any hardware or any additional software unless stated otherwise in the "Work Included" section.
4. Performing any services in the capacity of a licensed Professional Engineer unless specifically stated otherwise in the "Work Included" section.
5. Providing any submittal data, drawings, manuals, reports, test data or record documentation other than the deliverables listed above in the Work Included section. Installation of any equipment unless stated otherwise in the Work Included section.
6. Testing of any equipment not listed above in the Work Included section.
7. Any other system not expressly stated in Work Included Section.

### **4. TERMS AND CONDITIONS**

- a) **Terms and Conditions:** This proposal, if accepted by Customer, will form the basis of an Agreement, which shall incorporate this proposal scope letter, the terms and conditions attached hereto.
- b) **Term and Schedule.** The term of this Agreement shall be for a period of twelve (12) months from execution unless otherwise terminated in accordance with the specific terms and conditions of this Agreement. The Agreement may be extended by prior written agreement by the parties. This proposal is predicated upon Kapsch being afforded a reasonable duration to perform its scope of work, and shall be based upon a mutually agreed upon schedule.
- c) **Exchange of Confidential Information is effective** – signed outlined in Attachment 2.

Kapsch appreciates this opportunity to submit this proposal. Should you have any questions regarding our proposal, please contact the undersigned at 602-317-7175 or lauri.brady@kapsch.net

Yours Truly,  
**Kapsch TrafficCom USA, Inc.**



Lauri Brady  
Director, Sales and Business Development

cc: Dave Gumpel, JB Kendrick, Janet Eichers

Acceptance of Scope of Work:

**Kapsch TrafficCom USA, Inc.**

**Port of Hood River**

By: 

By: \_\_\_\_\_

Name: Lauri Brady

Name: \_\_\_\_\_

Title: Director, Sales and Business Development

Title: \_\_\_\_\_

Date: March 30, 2018

Date: \_\_\_\_\_

**Kapsch TrafficCom USA, Inc. (“Kapsch”)  
Standard Terms and Conditions  
Port of Hood River**

1. **Payment.** Payment terms are Net-30 from receipt of approved invoice. Charges are exclusive of, and Customer is responsible for, any customs, import duties, federal, state, and local taxes (except tax on Kapsch income) unless otherwise agreed in writing. This Agreement may be suspended by Kapsch without notice if payment of any undisputed invoice is sixty (60) days in arrears or it may be terminated by Kapsch without notice if payment of any undisputed invoice is ninety (90) days in arrears.
2. **OWNERSHIP/LICENSE:** Designs, drawings, specifications, reports, computer software and code, photographs, instruction manuals, and other technical information and data (hereinafter "Work") provided by Kapsch hereunder, whether conceived and developed prior to or during the performance of work, and all proprietary right and interest therein and the subject matter thereof shall be and remain the property of Kapsch except as otherwise expressly agreed in writing by Kapsch. Kapsch hereby grants a royalty-free, limited, non-transferable license to Customer to use Work delivered by Kapsch to Customer solely for the purposes specifically expressed hereunder. Customer warrants that it is an authorized licensee directly or indirectly, of any intellectual property that will be supported under this Agreement.
3. **Confidentiality/Non-Disclosure.** Client acknowledges and agrees that all materials in any form supplied by Kapsch hereunder, including this proposal letter, are proprietary and confidential to Kapsch (“Kapsch Materials”). Client may not disclose Kapsch Materials to any third party without the express written permission of Kapsch. Client shall use Kapsch Materials solely for the purposes expressed herein, and shall use the same degree of care to protect Kapsch Materials as it would employ with respect to its own information that it protects from publication or disclosure, which shall be no less than commercially reasonable care.
4. **Warranty.** Kapsch warrants that it shall provide any services under this Agreement in good faith and workmanlike manner. Kapsch warrants any materials delivered shall conform to applicable specifications for a period of one year after delivery. Upon written notice of a defect, Kapsch shall at its option repair or replace the defective material. This warranty covers defects arising under normal use, and does not cover defects resulting from misuse, abuse, neglect, repairs, alterations or attachments made by Customer or third parties not approved by Kapsch, problems with electrical power, usage not in accordance with product instructions, or any interfaces with systems, equipment, firmware or software not developed by Kapsch. Kapsch reserves the right to investigate claims by Customer as to defects. Customer shall pay costs to investigate invalid claims and for any repair or replacement shown by investigation not to be covered by warranty. Products supplied but not manufactured by Kapsch shall be subject to the warranty provided by the original manufacturer, which Kapsch shall pass through to the Customer.

THE WARRANTIES SET FORTH IN THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING

WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.

5. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify the other (the "Indemnified Party") against those liabilities imposed upon the Indemnified Party with respect to all third party claims for loss of or damage to property and injuries to persons, including death, to the extent that such liabilities result from negligence or any willful misconduct of the Indemnifying Party. The foregoing mutual indemnification shall not apply to either parties liability to either parties employees under applicable Worker's Compensation laws. The foregoing indemnification shall not be deemed a waiver of any defense to which either party may be entitled under applicable Worker's Compensation laws. The Indemnified Party shall give prompt notice of any such claim and the Indemnifying Party shall have the right to control and direct the investigation, preparation, action and settlement of each such claim.
6. **Limitation of liability.** NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, EXCEPTING COMPLIANCE WITH THE CONFIDENTIALITY PROVISIONS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF USE OR PRODUCTION, OR ANY LOSS OF DATA, PROFITS OR REVENUES, OR ANY CLAIMS RAISED BY CUSTOMERS OF CUSTOMER, REGARDLESS OF THE FORM OF ACTION (WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR IN TORT) AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. KAPSCH'S LIABILITY IS LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES, AND SHALL NOT EXCEED THE TOTAL OF ALL AMOUNTS PAID BY CUSTOMER UNDER THIS AGREEMENT.
7. **Default termination.** If either party fails or neglects to perform any of its material obligations under this Agreement and such failure continues for a period of thirty (30) days after written notice, the other party shall have the right to suspend or terminate this Agreement.
8. **Assignment.** Neither Party shall assign or otherwise transfer its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party, such consent shall not be unreasonably withheld. If consent is given, the rights and obligations hereunder shall be binding upon and enure to the benefit of the assignee.
9. **Insurance.** Kapsch will maintain in force through the entire term of this Agreement, insurance policies covering Workman's Compensation, Employers Liability and Commercial General Liability. Prior to commencement of the work, Kapsch will provide the Customer certificates of insurance. Such certificates shall evidence that the insurance is in effect and show the Customer named as an additional insured.
10. **Force majeure.** Kapsch shall not be responsible for failure to perform any responsibilities or obligations hereunder due to causes beyond its reasonable control or the control of its suppliers.
11. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Party at its address as follows, or to such other address as either Party may, by written notice designate to the

other. Additionally, Notices sent by any other means (i.e. facsimile, overnight delivery, courier and the like) are acceptable subject to confirmation of both the transmission and receipt of the Notice.

<p><b>Port of Hood River</b> 1000 E. Marina Drive Hood River, OR 97031 Attn: General Counsel</p>	<p><b>Kapsch TrafficCom USA, Inc.</b> 8201 Greensboro Drive, Suite 1002 McLean, VA 22102 Attn: General Counsel</p>
--	--

- 12. **Independent contractor.** It is expressly understood that Kapsch is an independent contractor and that nothing in this Agreement shall be construed to designate Kapsch or any of Kapsch's principals, partners, employees, consultants or subcontractors, as servants, agents, partners, joint ventures or employees of Customer.
- 13. **Laws and safety.** All services performed hereunder shall comply with all applicable federal, state or provincial and local laws, regulations and orders, codes, including, without limitation, all relating to occupational health and safety.
- 14. **Disputes and Governing Law.** Each Party shall issue written notice to the other of any dispute hereunder within ten (10) days of when it becomes aware, or should have become aware, of the matter or source of dispute. Upon receipt of such notice, the Parties' executive management teams shall work together in good faith to negotiate a resolution. If the Parties cannot reach a resolution that is mutually agreeable within thirty (30) days subsequent to receipt of such notice, the aggrieved Party shall have the right to seek legal resolution within the court system. The Parties may at this time also agree to pursue resolution of the disputed subject matter through binding arbitration. This Agreement shall be governed by the laws of the Commonwealth of Virginia, excluding its conflict of laws provisions.
- 15. **Entire agreement.** No waiver, change, or modification of any term or condition of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire agreement between the parties with respect to the subject of this Agreement and supersede those of all previous formal and informal maintenance agreements between the parties with respect to after-sale support of Kapsch systems.
- 16. **Survival.** The parties' obligations under the Confidentiality, Warranty, Indemnity, Limitation of Liability, Ownership, Disputes and Governing Law provisions hereunder shall survive completion, delivery or any termination hereof.

# Commission Memo



Prepared by: Fred Kowell  
Date: May 1, 2018  
Re: Resolution No. 2017-18-5, Employee Handbook

The Port has not made any significant updates to the Employee Handbook since 1994. The Employee Handbook provides the Personnel Policies and Procedures for the Port. Staff have worked with HR Answers in updating our Employee Handbook to incorporate the latest changes in employment laws and to review what changes we should consider. Special Districts Association of Oregon has partnered with HR Answers to assist special districts in the preparation and review of their personnel policies.

Besides the updates to our policies regarding Equal Employment and Diversity, Harassment, Workplace Violence, and Standards of Conduct, to align our policies with current best practices, staff recommends the following changes to the Port's Holidays, Vacation Leave, and Compensation.

- 1.) Port staff historically have taken a paid leave day off for the day after Thanksgiving. In most years, only one person on staff (besides the toll collectors) have been in the office after Thanksgiving Day. The office has been closed for this day, since there wasn't enough staff to open the office. This new policy adds the day after Thanksgiving as a Port Holiday. This would increase the number of holidays from 8 to 9.
- 2.) Vacation leave was expanded to allow for those employees that have been with the Port for many years and have accumulated vacation over 200 hours. Those employees will be allowed to cash out up to 120 hours to assist them in their vacation needs. This will be allowed once every five years.
- 3.) The Port has a seven (7) step compensation program. Each step is separated by a 5% increase. The Port has two longevity steps. Once an employee reaches step 7, they must remain at that step for five years before they're allowed an increase of 5%. The second longevity step occurs after five more years. Any step increase is based upon the performance evaluation of the employee. This policy reduces the number of years an employee would have to stay at top step from five to three before receiving a longevity increase of 5%.
- 4.) Pager compensation has been increased from \$100 to \$200 per pay period. The pager compensation may be effective to the beginning of the year.

**RECOMMENDATION:** Approve Resolution 2018-18-5 adopting Port personnel policies as defined in the Employee Handbook.

This page intentionally left blank.



# **EXHIBIT A**

## **PORT OF HOOD RIVER**

### **EMPLOYEE HANDBOOK**

**Adopted date: May 1, 2018**

**Effective Date: July 1, 2018**



## WELCOME TO THE PORT OF HOOD RIVER

I would like to take this opportunity to welcome you to the Port of Hood River. We trust that your employment with our agency will be a mutually rewarding experience.

The Employee Handbook outlines the Port's personnel policies. The handbook should prove to be very helpful in explaining our approach to these matters and is intended to establish clear expectations and consistent practice. Recognizing that employees are the foundation of any successful organization; our elected Board of Commissioners has consistently supported developing personnel policies that allow us to attract and retain outstanding staff.

Along with an open-door policy, we encourage active communication. Please feel free to discuss any questions you may have about these items with your direct supervisor, Chief Financial Officer or the Executive Director.

Our organization is committed to providing challenging and interesting work, encouraging growth in our staff, holding ourselves to high professional and ethical standards and celebrating our many successes. We value our staff tremendously, and we cannot separate the success of our employees as professionals and the success of the Port as an organization.

Again, to new staff, welcome aboard. To those current employees simply receiving an updated handbook, we greatly appreciate your continued service.

Sincerely,

Michael McElwee  
Executive Director



# PORT OF HOOD RIVER TABLE OF CONTENTS

**PORT OF HOOD RIVER .....2**

**ADOPTED DATE: JULY 2018 ..... 2**

**SECTION 1 .....5**

**INTRODUCTION TO THE PORT .....5**

**HISTORY OF THE PORT ..... 6**

**MISSION, VISION, VALUES; COMMUNICATION PRINCIPLES AND ETHICS ..... 12**

Mission .....12

Approach .....12

Values .....12

Code of Ethics.....12

**EMPLOYEE HANDBOOK OVERVIEW ..... 13**

Employment Relationship .....13

Employment Definitions.....13

Changes in Policy.....14

**SECTION 2 ..... 16**

**PORT PERSONNEL POLICIES ..... 16**

**EQUAL EMPLOYMENT AND DIVERSITY OPPORTUNITY ..... 17**

**HARASSMENT..... 17**

**HARASSMENT, INCLUDING SEXUAL HARASSMENT ..... 17**

**WORKPLACE VIOLENCE ..... 19**

Prohibited Conduct .....19

External Sources of Violence.....19

Safety Measures.....19

Enforcement.....20

**COMMUNICATIONS..... 20**

Port Communications.....20

Bulletin Boards .....20

Whistle Blower Protection .....20

Dispute Resolution .....22

Open Door Policy.....23

Suggestions.....23

Confidentiality.....23

Subpoena and Deposition Response Procedure .....24

**PERSONNEL DOCUMENTS ..... 24**

Personnel Records.....24

Position Descriptions.....24

**PERFORMANCE MANAGEMENT EMPLOYEE PERFORMANCE REVIEW ..... 25**

Career Development.....25

Job Posting .....26

Leaving the Port .....26

Personal and Professional Conduct.....26

**SECTION 3 .....27**

**PORT COMPENSATION .....27**

**COMPENSATION PLAN ..... 28**

    Compensation Goal.....28

    Workweek and Hours of Work.....28

    Lunch and Rest Periods .....28

    Overtime Pay.....29

**ADDITIONAL COMPENSATION ..... 29**

    On-Call Compensation.....29

    Paid Leave Benefit.....29

**COMPENSATORY AND 40-HOUR WORKWEEK TIME OPTIONS ..... 29**

    Non-Exempt Employees.....29

    40-Hour Workweek Time Options.....30

    Exempt Employees .....30

**PAYROLL TIME RECORDING (EXEMPT AND NON-EXEMPT) ..... 30**

    Pay Period and Paydays .....31

    Emergency Pay Advances.....31

    Payroll Deductions and Documents .....31

**SECTION 4 .....32**

**PORT BENEFITS AND SERVICES .....32**

**INSURANCES ..... 33**

    Insurance Overview and COBRA .....33

    Medical and Dental .....33

    Vision.....33

    Life, LTD, ADD.....34

    Flexible Spending Accounts.....34

    Supplemental Insurance.....34

**RETIREMENT ..... 34**

    Public Employees Retirement System (PERS) .....34

    Deferred Compensation.....34

**VACATION AND HOLIDAYS ..... 34**

    Vacations.....34

    Holidays.....35

    Floating Holiday.....36

**LEAVES OF ABSENCE..... 36**

    Sick Leave .....36

    Bereavement.....37

    Jury Duty.....38

    Uniform Services Leave and Re-Employment .....38

    Family Medical Leaves of Absence (FMLA) .....38

    Pregnancy Disability Leave .....40

    Personal Leave .....40

    Changes in Leave Status.....40

Sick Leave Donation Program.....	40
<b>STATE COMPENSATION AND REIMBURSEMENT .....</b>	<b>41</b>
State Unemployment Insurance .....	41
Workers' Compensation.....	41
Travel and Subsistence.....	41
<b>OTHER SERVICES .....</b>	<b>41</b>
Education and Training Assistance Programs .....	41
Employee Assistance Program (EAP) .....	43
Automatic Bank Deposit.....	43
Uniforms, Boots and Rain Gear.....	43
Management Communications.....	43
<b>SECTION 5 .....</b>	<b>45</b>
<b>PORT STANDARDS OF CONDUCT .....</b>	<b>45</b>
<b>AND CORRECTIVE ACTION .....</b>	<b>45</b>
<b>ATTENDANCE .....</b>	<b>46</b>
Attendance Standards.....	46
Absence Without Notice .....	46
Inclement Weather Attendance: Office is Open for Normal Business .....	46
Inclement Weather Attendance: Office is Closed for Normal Business .....	47
Inclement Weather Attendance: Office is Closed Early .....	47
Emergency Notification System .....	48
<b>ALCOHOL AND DRUGS .....</b>	<b>48</b>
<b>SMOKING.....</b>	<b>50</b>
<b>DRESS AND PERSONAL APPEARANCE .....</b>	<b>50</b>
Port Uniform Policy.....	51
Port Clothing .....	51
<b>CHARITABLE ACTIVITIES AND SOLICITATION .....</b>	<b>51</b>
<b>CHILDREN IN THE WORKPLACE .....</b>	<b>51</b>
Pets in the Workplace .....	52
<b>COMMUNICATIONS.....</b>	<b>52</b>
Port Office Telephone, Cellular Telephone and Wireless Communication Device Use .....	52
Personal Cellular Telephone/Texting/Email Use.....	52
E-Mail Use .....	52
Internet Use.....	54
Software and Hardware Use .....	55
<b>CORRECTIVE ACTION .....</b>	<b>56</b>
<b>SEARCH OF PROPERTY: PORT AND PRIVATE.....</b>	<b>57</b>
<b>SECTION 6 .....</b>	<b>59</b>
<b>PORT SAFETY AND HEALTH.....</b>	<b>59</b>
<b>PORT SAFETY AND HEALTH OVERVIEW.....</b>	<b>60</b>
Fires and Emergencies.....	60
Accidents .....	60
Safety Program.....	60
<b>HANDBOOK RECEIPT AND ACKNOWLEDGEMENT .....</b>	<b>61</b>

**HANDBOOK RECEIPT AND ACKNOWLEDGEMENT..... 62**  
**INDEX..... 63**  
**OTHER ADOPTED PORT PLANS/POLICIES ..... 67**



# **SECTION 1 INTRODUCTION TO THE PORT**

**HANDBOOK RECEIPT AND ACKNOWLEDGEMENT..... 62**  
**INDEX..... 63**  
**OTHER ADOPTED PORT PLANS/POLICIES .....67**

## History of the Port

The Port of Hood River was created and incorporated on July 28, 1933 as a result of the Bonneville Dam Project due to the expressed desire by the Oregon State Legislature and the United States Government to develop industrial lands in the Columbia River Basin. The first meeting was held August 12, 1933 with a Commission of five elected members. Five Commissioners, elected throughout the district for four-year terms, still guide the Port of Hood River today.

**AIRPORT:** In the 1930's steps were taken by Hood River County to establish an airfield at the present site of Hood River Airport. Hood River County in 1976 deeded the Hood River Airport to the Port of Hood River, which agreed to assume ownership and upgrade the facility. The Port purchased additional land in order to provide space for potential future expansion of the airport. In 1978, 24 T-hangars were constructed for small private plane rental. In 1995, airport improvements included a new north access road, paving and sealing the runways and taxiways, and adding a new parking area. An FAA grant of \$397,000 helped fund the project. New fuel tanks were installed and 12 new T-hangar spaces and a helicopter hangar were constructed in 1997. In 1998, the airport was dedicated in honor of Ken Jernstedt, the decorated war hero, former mayor, and long time civil servant. By resolution, the Port Commission changed the airport name to Ken Jernstedt Airfield on June 19, 2001. As part of the Master Plan, a residence and orchard was purchased in 2005 and the house was moved in 2006, which increased air space clearance. An FAA Airport Improvement Program Grant funded 95% of an Automated Weather Observation System (AWOS) and a Crack Sealing Project in 2009-2010. Also completed in that year was a new grass runway. In 2011-13, work began on the vacation of Orchard Road which was necessary to shift the main runway to meet FAA standards. In 2014, the Port Commission authorized Century West Engineering to update the Airport Master Plan (for which the FAA would cover 90% of cost). The Master Plan was approved in 2018.

**BRIDGE:** The owners of the bridge, built in 1923 by the Oregon-Washington Bridge Co., approached cities, counties, and ports on both sides of the river regarding purchase of the bridge. All declined except the Port of Hood River. The Port of Hood River purchased the interstate bridge for \$800,000 in 1950. Toll for autos was \$.75; truck toll varied (by weight) up to \$5.00. The Port spent \$725,000 in bridge improvements replacing timber trestle with two steel girder spans; auto toll was reduced to \$.50 in 1954. In 1965 bridge improvements included replacing railing and curbs with steel posts, adding mercury vapor lights; and replacing the toll house with a sheet metal building. In 1967, United Telephone Company added a cable across the bridge valued at approximately \$4 million. In 1971 and 1972 bridge improvements included portal bracing; guardrail replacement; repainting; and replacing operations of the river navigation and aerial obstruction lights with a photocell. In 1973, the estimated cost of replacing the bridge with an identical structure was \$5,600,000. In 1976, renovation began for mechanical maintenance, sandblasting, cleaning and painting. In 1976, the estimated cost of replacing the bridge with an identical structure was \$7,900,000. In 1977, ten spans were welded; new power and control cable supports were installed; and marine radio was installed. Mechanical traffic axle counters were installed in 1978, and additional improvements to the concrete supports and to the communication system were made. In the 1980's Pier cap repairs were begun; United Telephone Service replaced their cable underwater between the towers. In 1980, the estimated cost of

replacing the bridge to meet 1980 design standards was \$35,000,000. In 1994 a bridge study was completed and recommendations were made for projects to extend the useful life of the bridge with an estimated cost of \$12-14 million. During this time the toll was increased by \$.25 and discount books were offered to frequent users. The increased revenue was placed in the Bridge Repair and Replacement Fund, to be spent solely on bridge repair and upgrades. Phase One Seismic Retrofit was completed in 1996 to strengthen the bridge. In 1997, the Washington approach was widened at a cost of \$1.6 million. In 1998 the estimated cost of replacing the bridge was \$175,000,000. The \$2.1 million lift span upgrade project began in 1999. The mechanical and electrical lift span improvements costing \$1.8 million was completed in the year 2000. In 2000, the redecking and renovation planning began. The utility line replacement project was accomplished in 2002. The actual redecking project – costing \$7.5 million – was completed in November of 2004. In 2006 and 2007, the Toll Plaza and approaches were improved and electronic tolling costing approximately \$4 million was completed. In 2010, the Port commissioned non-motorized crossing alternatives for the Hood River Bridge. The study analyzed the feasibility of informal carpooling/ride share and a fixed route service for bicyclists and pedestrians. In that same year, bridge specialists Burgess & Niple carried out the semi-annual fracture critical inspection of the bridge. In October 2010, ODOT completed its semi-annual underwater inspection of the bridge and noted three areas of concern: cable stays on the upstream side of piers are deteriorating; exposed portions of concrete footing have continued to deteriorate, exposing some re-bar; and “ghost” fishing nets have snagged piers in a couple of locations. In November, the Port approved a contract with HNTB Engineers for a longevity study of the bridge, focusing on the useful life of the bridge, capital repair/replacement costs, and maintenance assumptions of all bridge components.

In 2011, the bridge painting project began at the northern end of the bridge, with an estimated cost of \$250,000 per span. The project was completed in December of 2012 by S&K Painting over six months ahead of schedule. In October the Port Commission authorized a bridge toll increase, raising the toll from 75 cents to \$1.00 for standard vehicles, effective January 1, 2012.

In October of 2012, HNTB Engineers presented their study evaluating the feasibility of adding a bicycle/pedestrian path to the Hood River Interstate Bridge. The study concluded that, with the limited weight capacity of the bridge’s steel trusses, such an addition would impact weight load and would likely cost about \$10 million.

In April of 2014 a major bridge deck maintenance welding project was completed, with budget allotted for future repairs as needed. An electronic speed sign was installed on the bridge in an effort to slow southbound traffic near the tollbooth. Also in 2014-2015, the Port collaborated with GorgeTranslink and Mt. Adams Transportation Service to promote the Bike on Board program, providing an alternative for bicyclists to get a ride across the bridge. In September, the Port contracted with HDR Engineering, Inc. for tolling system upgrade management services; in November HDR conducted an inspection of the bridge's moveable lift span as part of a separate contract

**WATERFRONT DEVELOPMENT:** Several significant property acquisitions took place in the 1950s along the waterfront to prepare for future fill and development of usable land in the area. The State of Oregon, U.S. Government, Corps of Engineers and Bonneville Power Administration all cooperated in the fill project. The property east of the bridge was filled and prepared for development. Eddie Mays Inn (now Hood River Inn) was constructed on the eastern fill area in 1964. Fill of the second waterfront site, located west of the Hood River, was completed in the 1960s. Both properties supported the development of many business uses, including industrial, commercial and recreational. The waterfront planning and development continues to be an ongoing project for the Port of Hood River as the area's community and economy changes and diversifies. The third fill project, in the Marina Park area, was completed in 1970 and the area's general improvements began. In 1972, the first permanent moorage floats were installed in the marina. The Port Office Building was completed in 1973. A visitor dock was installed in the marina in 1975. In 1977, Department of Motor Vehicles moved into the Port office complex with Oregon State Police. The Hood River County Museum was built in Port Marina Park on land provided by the Port of Hood River. The Waterfront Industrial Park gained diverse industrial development from businesses such as Luhr Jensen, Western Power Products, Hood River Distillers, and Jantzen. The first Port of Hood River waterfront plan was produced in 1975. In 1980 the Marina swim beach opened. The Hood River Waterfront Plan, Phase I, sets waterfront development in process in 1983. In 1985, a pedestrian bridge was built across the Hood River to link Marina Park with downtown. Marina Park restrooms were remodeled adding showers. Cruise ships began stopping at the commercial dock in 1989. Also in 1989, the Hood River Waterfront Plan was updated. In 1991, Wells Island was sold to the Trust for Public Land and then subsequently sold to the U.S. Forest Service. An additional dock was added to the Marina moorage. Construction of the Event Site began at a cost of \$1 million, using \$317,000 in lottery funding, and improving the cruiseship dock as well. Beginning in 1993, Clark Door building began its transformation into the Hood River Expo Center exhibition hall and Visitors Center. 71 cruise ships stop at the commercial dock in 1993. National trade shows began booking events into the Expo Center. A 150-foot extension was built on cruise dock allowing larger and multiple cruise ship dockings. A community Marina Planning Committee process began in 1994 to study ideas and concerns for the future development of commercially zoned areas of the Marina. In 1995, the Waterfront Advisory Committee was formed as part of an agreement between the Port and the City of Hood River to prepare a plan for the waterfront. Marina moorage was expanded in 1995 to accommodate longer boats and new overflow dock constructed.

A dedicated swimming beach was constructed in the Marina Park area. A public/private partnership agreement between the Port and D.M. Stevenson Ranch was entered into in 1997 for the development of Hood River Front Lodge on the waterfront, which included a new conference facility. During this time, new restrooms were constructed in the Marina parking area with funds from Fish & Wildlife and State Marine Board. In 1998, the Port received a \$500,000 grant for street and utility improvements for the Second Street extension project.

A Visitors Center expansion was completed in 1999 and in the same year, the Port Commission denied extension of the Stevenson agreement and put the waterfront development on hold. The Army Corps of Engineers dredged the Boat Basin channel to



allow bigger cruise ships to pass through the channel from the Columbia River in 2000 and 2002. Kiteboarding came to the waterfront "Spit" in 2000. Construction of two new restrooms at the Event Site and the Marina Park Beach began in 2000 and were completed in the spring of 2001.

In July of 2003, the Commission entered into negotiations with William Smith Properties to plan and develop the waterfront property. The 2nd Street Project engineering began in the fall of 2002. Work was completed on the Marina Park portion of the River Walk pedestrian access way in 2002 with the help of an Oregon State Parks grant. In 2005, the Commission pulled the mixed-use development rezoning and decided to develop the waterfront as a business park, with public amenities interspersed for recreation, bicycle/pedestrian riverfront trails, and water access. "Lot 6" was donated to the City of Hood River in January of 2006 for a waterfront park under terms of an intergovernmental agreement. In July 2009, Cascade Equipment of Carson, WA was awarded the Anchor Way industrial street project, which included streetscape improvements on Portway Avenue. The project was funded in part by the U.S. Economic Development Administration and the Oregon Department of Transportation Immediate Opportunity Fund. In October 2011, the Port hired Robinson Construction to construct the Halyard Building and contracted with Milstead & Associates for construction management services.

In May 2010, the Port purchased the Jensen Building at Waterfront Business Park. In October 2010, three Disposition and Development Agreements (DDAs) were approved by the Commission for the sales of Lots 2, 7, and 8 at the Waterfront Business Park to Key Development. The City of Hood River's Waste Water Treatment Plant improvements were completed in the same month.

In February of 2011, Port contractor Group MacKenzie submitted a Lot #1 Traffic Analysis to the Port. The study evaluated the potential traffic impact of a campus-scale development at the site to be incorporated into ODOT's Interstate Access Management Plan. In September, a DDA was approved for the sale of Lot #3 at Waterfront Business Park to Key Development for the construction of a commercial building. In November, the Port approved a design plan submitted by Dean Cameron for a new building at Wasco Business Park.

In April of 2012, the Portway Avenue Improvement Project was awarded to Crestline Construction Company, with a low combined bid of \$343,797. EDA grant funds covered over \$150,000 of the cost. In December of 2013 the Port Commission approved a DDA with Key Development for the Expo Center property.

Following two public input meetings held in 2013, the Port Commission formally adopted its [2014-2018 Strategic Business Plan](#) in January of 2014. Also in January, the Port contracted with Berger ABAM to prepare an application to change the comprehensive plan and zoning on portions of the Expo property from C2 to LI; an application for the zone change was submitted the following April for the 2.33 acre property. In May, the Port entered into contract for the purchase of the Hanel Mill site in Odell, subject to a due diligence period of five months.

**WATERFRONT RECREATION:** In January 2010, the Port Commission considered the Nichols Boat Basin Long-Term Planning, and decided to evaluate the basin's habitat qualities, environmental qualities, shipping channel, recreational use, water quality, and other considerations. In March of the same year, the Columbia River Gorge Commission asked the Port to help publicize the impacts of water sports on Native American fishing activities. In May, the Port approved a one-year trial period for use of the Marina Swim Beach for kiteboard pumping, drying, and access to the Sandbar. Also in May, a Memorandum of Understanding was updated for the cooperative management of the Delta, approved by the Oregon Department of State Lands, Columbia Gorge Kiteboarding Association, Columbia Gorge Windsurfing Association, and the Port.

In April 2011, the Port Commission weighed multiple parking changes in the Event Site area, and agreed on a new parking plan. The Commission also decided to offer annual Event Site parking passes at discounted rates through May 31. In May, new signage was installed at the Event Site, Nichols Basin and Marina Beach.

In September 2012, a Request for Proposals process was initiated to select kiteboarding, windsurfing and SUP concessions at the waterfront for the 2013-2015 term, with a plan in place to lessen crowding at the popular multi-use Event Site.

In January 2013, the Oregon State Marine Board held a public hearing at the Port's January 22 meeting to receive public comment on the Port's application for buoys for the Event Site "No Wake Zone." Also in January, Port staff submitted two grant applications seeking funds for a new pedestrian/bike path and open green space along Nichols Basin's west edge. In March, the Commission voted to increase recreation site parking fees to \$5 for a daily pass, as recommended by the Waterfront Recreation Advisory Committee. The purpose of the increase was to help cover maintenance costs. In June, new parking at the City-owned Hood River Waterfront Park was constructed with a loan from the Port.

In May 2014, the Port was awarded a \$445,000 grant from the Oregon Parks and Recreation Department Local Government Grants Program for the Nichols Basin West Edge Trail Project which was completed the following year.

**ECONOMIC DEVELOPMENT:** In the 1900's a 29-acre tract of land west of Odell was purchased by the Port of Hood River to develop a light industrial park-which will later be named John Weber Business Park (JWBP). In the 1982 the following key economic information was generated on port-developed property: 19 businesses; \$10 million valuation; \$6,925,000 payroll; 710 jobs; \$172,000 in property taxes. The Port of Hood River purchased Wells Island in 1983. The Diamond Fruit Complex was a 21-acre cannery complex purchased in 1984 for \$800,000. Yost, Grube, Hall Architects of Portland developed a master plan and economic/market study regarding the complex. In 1985, Waucoma Center and Graf Building began their rehabilitation and Wasco and Industrial Streets were reconstructed. The City of Hood River agreed to form an Urban Renewal District surrounding the Diamond Complex. The 50-year old cold storage plant was transformed into a modern telecommunications center, with the help of a \$2.4 million bond issue. United Telephone Company of the Northwest began the process to purchase the

building in 1986. In 1986, the Columbia Building renovation was completed and DaKine Hawaii moved in. Other businesses to take space shortly thereafter in the Columbia Building included Hood River Brewing Co., makers of Full Sail Ale, and Kerrits Activewear.

From 1988 to 1990, reconstruction of Industrial and Columbia between 3rd and 7th linked downtown and the Diamond Complex to the Waucoma Center. The project included new water mains, sanitary and storm sewers, underground electrical, streetlights, curbs and sidewalks, and paved streets. A \$521,000 grant/loan from the state along with additional funding from the Port (\$307,000) and the City (\$104,000) paid for these improvements. In 1989, the Port sold the property at 7th and Columbia and the Lodge at Hood River Condominiums were privately developed in that space. In 1990 the Diamond Fruit Growers' office building located at 3rd & Cascade was sold by the Port-the first Diamond property to be sold after rehabilitation. Full Sail Brewing purchased the Diamond Fruit Cannery building and built a new facility in 1995. In 1996, the Diamond Complex's Graf Building was sold. The Port contracted a study of industrial land availability with the results showing that only 28 acres remained. Land at 5th and Cascade was transferred to the City of Hood River for the construction of a parking lot and a \$350,000 grant was obtained for the project. In 1998, fifteen years after the purchase of the Diamond Complex, the Port retains ownership of only two buildings. All others have been sold back to the private sector and are back on the tax rolls.

The Columbia Building was sold in 2003 to Key Development Company. The Diamond Fruit Complex Big 7 Building was renovated to house Gorge Networks and the Columbia Gorge Community College Hood River Center, including the Integrated Technology Center. Classes opened to the public in the fall of 2004. At this time, Big 7 Building is the only Port-owned building that was part of the Diamond Fruit Complex renovation

**John Weber Business Park:** In 1990, Hogg & Davis and Wilbur Ellis established businesses in Odell at the new John Weber Business Park. In 1993, the Port and Hogg & Davis donated land to the Odell Improvement Committee to create a two-acre day park at JWBP. In 1997, Hood River Supply purchased 2 ½ acres of property to expand their business. The Timber Incubator Building was completed with grant funds from U.S. Forest Service and Rural Economic and Community Development. Within two months, all spaces were leased in the 10,080 square foot building. All vacant parcels were sold in 2005 and 2006 except for Lot 7, with new buildings constructed for local businesses.

**WASCO BUSINESS PARK:** The Port purchased over five acres of property on Wasco Street to develop a light industrial business park. Engineering and street work was completed in the 2003. The first building was completed in 2005 with Humanities Software being the first tenant. All other parcels were sold immediately and construction for new facilities for job creation and company growth began.



## Mission, Vision, Values; Communication Principles and Ethics

### Mission

The Port of Hood River works to promote and maintain a healthy economy and strong quality of life in the Port District and throughout the Columbia Gorge.

### Approach

The Port works with the community to create an environment that promotes economic growth and vitality for all citizens. The Port establishes and maintains collaborative relationships with all stakeholders and promotes consensus to meet competing needs. It engages in prudent, cost-effective investments that achieve public objectives but maintain its long-term economic self-sufficiency. The Port is a high-performing organization – a model of best practices among special districts in Oregon – providing high quality services. The Port is efficient and careful with public resources to which it has been entrusted. The Port focuses its efforts on its district while collaborating with other entities in the Mid-Columbia region in recognition of the inter-dependence of communities in the area.

### Values

- Integrity – maintain a high level of professional standards
- Responsiveness – act in a timely way to all reasonable requests
- Transparency – ensure business is conducted openly, with public oversight
- Collaboration – actively participate with all stakeholders
- Stewardship – seek high standards of maintenance of the Port’s assets and always consider the long-term public good
- Innovation – consider new approaches and best practices
- Quality – strive for excellence in all Port activities

### Code of Ethics

The Port is a Special District and all of its employees operate under Oregon Revised Statutes Chapter 777, and other state and federal laws. By statute, a port district is a local unit of government whose primary responsibilities are to enhance transportation, promote industrial development, manage recreational facilities, and encourage general economic growth and stability in the district. The Port abides by the Ethics rules promulgated by the state of Oregon. Port employees are expected to conduct business with the best interests of the Port in mind. Employees have the right to engage in activities outside of Port business, which are of a private nature, unrelated to Port business and do not conflict with the best interests of the Port. No activity should be undertaken that conflicts with or appears to conflict with their Port responsibilities. A conflict of interest or the appearance of a conflict of interest exists whenever a reasonable and prudent person would believe that the activity in question creates such a conflict. Examples of conflict of interest include but are not limited to:

- Having a monetary interest directly or indirectly, in a contract or transaction for product or services paid for with Port funds

- Accepting or soliciting any gift, favor, loan or anything of value, which can reasonably be construed as given for the purpose of obtaining special consideration or influence

If an employee is given anything of value that could be reasonably construed to create a conflict of interest, the employee must immediately report such activity to the Executive Director. Failure to report a potential conflict of interest shall be grounds for disciplinary action up to and including termination. Contact the Chief Financial Officer or the Executive Director if you have any questions regarding a possible conflict of interest including outside work.

## Employee Handbook Overview

### Employment Relationship

Nothing in this Handbook shall constitute a contract of employment or a promise of employment for any specific duration. Your employment with the Port is entered into voluntarily, and you are free to resign at any time and for any reason. Similarly, the Port is free to terminate the employment relationship at any time, for any reason. ***Your employment relationship with the Port is strictly “at will” and may be terminated by either party for any reason, with or without cause, at any time. This Handbook is not a contract.*** Only the Board of Commissioners has the authority to agree to employment for any specified period of time and an employment agreement for a specific term must be in writing, signed by the employee and the Board of Commissioners.

### Employment Definitions

The following terms are used to describe the classification of employees, their employment status and special conditions:

- **Exempt Employees.** Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and state law and who are exempt from overtime pay requirements.
- **Non-exempt Employees.** Employees whose positions do not meet FLSA and state exemption tests and who are paid a multiple of their regular rate of pay for hours worked in excess of 40 hours per week. Time is managed and recorded in 15-minute increments.
- **Full-time Employees.** Employees whose position is scheduled to work 40 hours per week on an ongoing basis (longer than six months).
- **Part-time Employees.** Employees whose position is scheduled to work 32 hours or less per week on average on an ongoing basis (longer than six months). Part-time employees are ineligible for Port benefits.
- **Limited-Term Employees.** Employees who are hired for an extended but pre-established period (which may be defined by time and/or project). They may work a full-time or part-time schedule of half-time or greater. Limited-term Employees

are eligible for all Port benefits and holiday pay.

- **Training Period Employees.** Newly hired employees who do not fully meet the job's qualifications may be hired at a rate of pay less than the minimum rate of pay for that position's range, not to exceed six months. May be a full-time or part-time employee.
- **Temporary Employees.** Employees who are hired for a pre-established period (which may be defined by time and/or project), usually during peak workloads or for vacation relief. They may work a full-time or part-time schedule. Temporary employees are ineligible for Port benefits and holiday pay with the exception of the paid Oregon Sick time.
- **Interns.** Students who are currently enrolled in an accredited school and are hired for a limited period of time usually during the summer. Interns may work a full-time or part-time schedule. Interns are ineligible for Port benefits and holiday pay with the exception of the paid Oregon Sick time. Interns may be paid by the Port or paid by other entities or not paid.
- **Employment of Minors.** Generally, employees must be 18 years of age or older. Occasionally, the Port will hire students or others who are 16 or 17 years old, but the Executive Director must approve their hire in advance. State law defines work hours and conditions.
- **Essential Personnel.** Employees designated as "Essential Personnel" on their position descriptions are required to report to work in emergencies even if the District Office is closed for inclement weather conditions.

### Changes in Policy

This Handbook functions as an introduction to the Port and as a guide to its expectations and policies. The policies expressed in this Handbook are effective when approved by the Board of Commissioners and supersede all other pre-existing policies and practices, expressed or implied, written or oral, which may have been issued on subjects covered herein.

To meet the needs of its employees and customers, the Port needs to be flexible. Therefore, it reserves the right to make additions, deletions or other changes to the provisions and policies of this Handbook as appropriate, and any changes shall become effective upon adoption. The Port will try to give employees as much advance notice of any changes as is practicable under the circumstances, but lack of notice will not make any change in policy of no effect. In all matters covered by this Handbook, including without limitation, working conditions, disciplinary matters, policy formations and compensation, the Port intends to reserve complete discretion except where limited by law. In all disputes, investigations or matters of controversy, Port determination of the facts, made in good faith, will be conclusive. The Port reserves the right to interpret these policies as situations arise and its interpretation, made in good faith, shall be conclusive.

If you are uncertain about any policy or procedure, please check with your supervisor

and/or the Executive Director.

The information contained in this Handbook applies to all employees of the Port. ***It is presented as a matter of information only, and its contents should not be interpreted as a contract between the Port and any of its employees.***

## **SECTION 2 PORT PERSONNEL POLICIES**

## Equal Employment and Diversity Opportunity

The Port is an Equal Opportunity Employer. We believe that every employee has the right to work in an environment free from all forms of unlawful discrimination. It is the policy of the Port that employment decisions for all applications and employees will be made without regard to race, color, religion, sex, age, national origin, creed, marital status, veteran status, disability or other characteristics protected under federal, state or local law.

This policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs and all other conditions and privileges of employment. Employment and promotional decisions are based upon the ability to meet and exceed essential job duties and not on personal characteristics that are not related to their ability to do their job.

The Port will apply sound recruitment practices that provide all qualified job applicants the opportunity to apply for and be considered for all positions that open within the Port.

The Port expects that all employees will maintain a working environment that encourages mutual respect, promotes civil and congenial relationships among employees and is free from all forms of discrimination, harassment and violence. Violations of our standards and policies may result in corrective action, up to and including termination.

No employee will be retaliated against for raising good faith concerns under this policy. We seek employee cooperation and assistance in helping to maintain equal employment opportunity.

Any employee, including Management, involved in discriminatory practices will be subject to discipline, up to and including discharge.

The Port fully complies with all state and federal policies and requirements providing for full accessibility to all Port buildings for individuals with disabilities.

## Harassment

### Harassment, Including Sexual Harassment

The Port is committed to providing a workplace where customers, coworkers, supervisors and managers treat each other in a courteous, professional and respectful manner. Harassment of any kind is prohibited. This specifically includes sexual harassment and other harassment based upon race, color, religion, sex, ethnic or national origin, age, creed, marital status, disability or any characteristic protected under state and federal discrimination regulations.

This policy applies to all employees at all times when they are acting within the scope of

their employment, whether at the office, an official company function outside the office, a company-sponsored social event or working outside of the Port's office location.

Employees who violate this policy are subject to corrective action, up to and including termination. The Port will not retaliate in any manner against any employee who, in good faith, makes a report of workplace harassment or who participates in the investigation process. Nor will the Port tolerate any retaliation by any employee against other employees who, in good faith, make reports of workplace harassment or participates in the investigation process. Any conduct perceived to be in retaliation for making a claim of harassment should be reported in the same manner as a harassment claim under this policy.

"Harassment" is any conduct, gestures or words that are intended or reasonably likely to offend, upset, denigrate or humiliate another. "Sexual harassment" can be defined as any unwelcome sexual advance, request for sexual favors or other verbal or physical conduct of a sexual nature or with sexual overtones where:

- Submission to the advance is either an explicit or implicit term or condition of employment;
- Submission to or rejection of the advance affects the basis of employment decision for the employee; or
- Such conduct or statements have the purpose or effect of interfering with the employee's work performance or creating an intimidating, hostile or offensive work environment. This includes interactions with vendors, visitors, and customers of the Port.

Examples of harassment, which may violate Port policy, also include:

- Verbal harassment, including emails such as epithets, derogatory comments or slurs, demeaning or sexually explicit jokes;
- Physical harassment such as assault, impeding or blocking movement, unwelcome touching or any physical interference with normal work or movement when directed at any individual;
- Visual forms of harassment such as derogatory, offensive or sexually suggestive posters, cartoons, pictures or drawings displayed in the work place; or
- Behavioral forms of harassment such as suggestive facial expressions or noises, leering or obscene gestures.

If you believe you have been the victim of harassment, or know of someone who has, report it immediately to your supervisor, or the Executive Director. No employee who observes or is subjected to an act of sexual or other harassment shall overlook the act. All employees have a duty to report acts of harassment to themselves or to others immediately.

If you do make a complaint, the Port will promptly conduct an impartial, discreet investigation. All complaints shall be kept confidential to the greatest extent possible, but absolute confidentiality cannot be guaranteed. Appropriate corrective actions will be taken upon completion of our investigation. The Port's goal is to have every employee treated with dignity and respect.



## Workplace Violence

The Port is committed to providing a safe and productive work environment for all employees. Any form of workplace violence committed by or against employees will not be tolerated. Employees are prohibited from making threats or engaging in violent activities.

### Prohibited Conduct

The following list of behaviors, while not all-inclusive, provides examples of prohibited conduct under this policy:

- Intentionally causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person, or subjects another individual to emotional distress;
- Intentionally damaging property belonging to the Port or another employee;
- Possession of a weapon while on Port property or while otherwise conducting District business. *Items required to perform essential duties, such as utility knives, may be carried for that purpose. Personal "pocket" knives are permissible if the blade is 3" or less in length. No firearms, hunting knives or any other items that could reasonably be considered a weapon, either concealable or carried openly, will be permitted on Port property; or*
- Threats to display or use a weapon.

Employees who are aware of potentially dangerous situations, or who witness or are privy to violent threats or conduct are required to report them immediately to a supervisor or manager. All reports will be investigated and confidentiality will be maintained whenever possible. All parties involved in a dangerous situation will be counseled as appropriate, and the results of the investigation will be discussed with them.

### *External Sources of Violence*

Incidents involving non-employees, vendors, clients or others who engage in threats, threatening conduct or violent acts, should be immediately reported to a supervisor or manager. The Port will, as appropriate, report the incident to the proper authorities.

### Safety Measures

Employees are expected to exercise good judgment and to inform a supervisor or Chief Financial Officer or Executive Director, if any employee or non-employee exhibits behavior that might lead to a potential danger. Such potentially-dangerous behavior may include, but is not limited to:

- Carrying weapons in the workplace or while on Port business;
- Displaying overt signs of extreme stress, resentment, hostility or anger;
- Making threatening remarks;
- Sudden deterioration of performance; or
- Irrational or inappropriate behavior.



Employees who are subject to harassment, violence or threats from a non-employee, including domestic violence, should notify Port management. Port management will assess the situation and, if appropriate, design a plan or otherwise assist at-risk employees and Port staff to prepare for possible emergency situations.

### **Enforcement**

Any employee determined to have engaged in threats, threatening conduct or any inappropriate acts of aggression or violence in the workplace or while conducting Port business will be subject to corrective action, up to and including termination following the investigation.

Non-employees engaged in violent acts on the Port's premises or directed at employees during the course of conducting Port business, shall be immediately reported to the proper authorities and supervisors.

## **Communications**

### **Port Communications**

Each employee is entitled to be treated with professional respect by our coworkers. Communications between employees at all levels are required to be courteous, respectful and professional. When we are talking to or about each other, what we say and how we say it are important. Gossip about individuals and hateful language of any kind are contrary to our standard for communication and conduct.

### **Bulletin Boards**

The Port has bulletin boards located in the employee lunchroom, Maintenance Shop and at the Toll Booth, which is used to help communicate important Port information. All items to be posted must be approved in advance by the Executive Director. You are responsible for regularly reading the information posted on the bulletin board.

### **Whistle Blower Protection**

The Port's Whistle Blower policy implements state law which provides each employee rights and obligations to report to the appropriate person information concerning alleged improper governmental actions and the right to do so free from retaliatory action. Port officials and employees are prohibited from taking retaliatory action against any Port employee because he or she reported in good faith an improper governmental action in accordance with state law. It is the Port policy to:

- Encourage Port employees to report improper governmental actions taken by Port officers or employees; and,
- Keep Port employees who have reported improper governmental actions, in accordance with the Port policies and procedures.

"Improper governmental action" means any action by a local governmental officer or employee undertaken in the performance of the officer's or employee's official duties, whether or not within the scope of the employee's employment that is in violation of any law or rule, is an abuse of authority, is of substantial and specific danger to the public

health or safety or is a gross waste of public funds. "Improper governmental action" DOES NOT include personnel actions.

"Retaliatory action" means (1) any adverse change in an employee's employment status, or the terms and conditions of employment, including denial of adequate staff to perform duties, frequent staff changes, frequent and undesirable office changes, refusal to assign meaningful work, unwarranted and unsubstantiated letters of reprimand or unsubstantiated unsatisfactory performance evaluations, demotion, transfer, reassignment, reduction in pay, denial of promotion, suspension, dismissal or any other disciplinary action; or (2) hostile actions by another employee to the employee that were encouraged by a supervisor, manager or official.

"Emergency" means a circumstance that if not immediately changed may cause damage to persons or property.

Port employees who become aware of improper governmental action shall report such action to the Executive Director. If the Executive Director is the subject of the report, then the discussion or report should be made to the President of the Board of Commissioners or, in the President's absence, to any Board member. Except in the case of an emergency, before an employee provides information of an improper governmental action to a person who is not a public official or a person listed in the Port's policy, the employee shall discuss or provide a written report to the Executive Director. An employee who fails to make a good faith attempt to follow this policy shall not receive the protection of the state whistleblower law.

The Executive Director, the President of the Board of Commissioners or a Board member, as applicable, shall promptly investigate the report of improper governmental action. Port officers and employees involved in the investigation of such action shall keep the identity of reporting employees confidential to the extent possible under law, unless the employee authorizes the disclosure of his or her identity in writing.

Following the completion of an investigation, the employee reporting the alleged, improper governmental action shall be advised of the results of the investigation and any actions taken by the Executive Director or Board of Commissioners with respect to such report. However, any personnel actions taken as a result of the investigation may be kept confidential.

An employee who believes he/she has been the subject of retaliatory action for reporting improper governmental action shall obtain relief as follows:

- Provide the Board a written notice or have a discussion of the charge of retaliatory action specifying
  - (a) the alleged retaliatory action, and (b) the relief requested no later than thirty (30) days after the occurrence of the alleged retaliatory action. The Board shall respond to the charge and request for relief within thirty (30) days.

The employee must prove his or her claim by a preponderance of the evidence. The administrative law judge shall issue a final decision no later than forty-five (45) days after the date the request for hearing was delivered to the local government. The final decision of the administrative law judge is subject to judicial review under the arbitrary and

capricious standard. Relief ordered by the administrative law judge may be enforced by petition to Superior Court.

The administrative judge may grant the following relief:

- Reinstatement with or without back pay;
- Injunctive relief to return the employee to the position he or she held before the retaliatory action and to prevent any recurrence of retaliatory action;
- Costs and reasonable attorney's fees to the prevailing party; and,
- The imposition of a civil penalty personally upon the retaliator of up to three thousand dollars (\$3,000) payable by each person found to have retaliated against the employee, and a recommendation to the Board that any person found to have retaliated against the employee be suspended with or without pay or dismissed.

### **Dispute Resolution**

Under normal conditions, if you have a job-related problem, question or complaint and you are unable to resolve it on a one-to-one personal level, you should discuss the problem, question or complaint with your supervisor. The simplest, quickest and most satisfactory solution will often be reached at this level. At any time, you may seek advice and guidance from the Executive Director.

If the discussion with your supervisor does not address your problem, question or complaint or resolve the matter to your satisfaction, then the following process can be used:

- Within 15 calendar days following your discussion with your supervisor, you may present your written or oral complaint to the next level of management. If the matter is still not resolved satisfactorily, then
- Within 15 calendar days following your discussion with higher management, you may present your written or oral complaint to the Executive Director. The Executive Director shall investigate the problem, question or complaint by undertaking whatever means the Executive Director deems appropriate and will render a decision on the matter. If the matter is still not resolved to your satisfaction, then
- Within 15 calendar days following your receipt of the Executive Director's decision, you may appeal the Executive Director's decision in writing to the Board of Commissioners.
- Within 15 calendar days, the Board of Commissioners shall make a determination as to whether or not they will hear your appeal and advise you of its decision. If the Board of Commissioners decides to review your appeal, it will be heard at the next regularly scheduled Board meeting, unless otherwise provided by the Board. Contact your immediate supervisor with any questions you have relating to the proper appeal procedure.

When the issue involves the supervisor or manager with whom you would ordinarily discuss a complaint hereunder, you may bypass that individual and proceed to the next person in authority, without compromising your appeal rights or fear of retaliatory action. At any time, you may seek the advice and guidance from the Chief Financial Officer or Executive Director.

Difficulties in using this complaint procedure should be brought to the attention of the Executive Director.

This complaint handling procedure does not apply to any disciplinary action or non-action taken by the Port, which action or non-action is within the Port's sole discretion. The above procedure is a non-binding guideline that the Port tries to follow. It does not confer or guarantee you any rights.

This complaint handling procedure is made available to employees for the purpose of amicably and effectively resolving job-related complaints unrelated to the disciplinary decisions or acts of the Port. The Port shall not retaliate against an employee making a good faith report of a complaint under the procedure set forth herein, nor subject any employee to an adverse employment decision based on that employee's good faith report. However, if the Port determines that a frivolous complaint is made under this procedure for the sole purpose of harassing, disparaging or intimidating another employee, the reporting employee may be subject to discipline, up to and including termination.

The Port takes all complaints seriously and will address such complaints in a manner that it deems appropriate. If an investigation of a complaint is deemed necessary, the Port shall conduct such investigation as discreetly as possible and practical. The Port shall disseminate information relating to the complaint on a "need to know" basis only; however, the Port cannot guarantee the confidentiality of any complaint.

### **Open Door Policy**

Our policies and practices emphasize open-door practices in which you are encouraged to deal directly with your supervisor and other members of management regarding complaints. Your needs are usually best met by avoiding the addition of an outside third party whenever possible.

### **Suggestions**

The Port encourages you to suggest methods to improve quality and efficiency in the Port. Submit your suggestions in writing to Port management. Your suggestions should be detailed so that the system or procedure can be adequately evaluated.

### **Confidentiality**

During the course of employment, you will be working with our customer lists, business systems, future development plans and other information that we consider confidential. As a public agency, most of our records are public information; HOWEVER, you may become aware of information that is sensitive and could be misinterpreted or used inappropriately if taken out of context. It is the Port's expectation that each employee will protect this information by safeguarding it when in use, filing it properly when not in use, and discussing it only with those who have a legitimate "need to know" basis. If you feel uncertain about the information you work with, discuss it with your supervisor immediately.

Additionally, all employees of the Port are to respect the confidential nature of information that may be shared with them by subordinates, peers and supervisors. The Port cannot guarantee employees that information that they may share will be held in confidence; the Port has set this expectation for all employees of the Port.

### **Subpoena and Deposition Response Procedure**

Due to the various aspects of the Port's operations and the nature in which it performs its responsibilities, litigation involving the Port or requiring Port staff to be a witness is rare. In most situations, the involvement of Port personnel is limited to providing and identifying Port records in a lawsuit not involving the Port. The following describes the procedure to be taken by Port personnel when they receive a subpoena to respond to a deposition:

- Port personnel who receive a subpoena for a deposition or court appearance will notify Port management of the subpoena.
- The employee will provide a copy of the subpoena to the Executive Director.
- The Executive Director will contact the Port legal counsel for consultation and direction based upon initial investigation and factfinding.
- Port legal counsel will then advise the Port on the appropriate course of action to be followed.

If appropriate, Port legal counsel will advise the individual subpoenaed on the nature of the proceedings, the requirements of the subpoena, the proper methods for verifying the need for the Port's personnel testimony and the proper methods for testifying and providing documents. If requested, in some unique cases, Port legal counsel may accompany the Port personnel to the deposition or trial.

## **Personnel Documents**

### **Personnel Records**

Important events in each employee's history with the Port will be recorded and kept in the employee's personnel file. Regular performance reviews, change of status records, commendations, corrective action warnings and educational attainment records are examples of records maintained.

You are responsible for notifying the Chief Financial Officer of changes in address, telephone number, and/or family status (births, marriage, death, divorce, legal separation, etc.), as income tax status and group insurance may be affected by these changes. The Chief Financial Officer will provide the change notification to payroll and the employee's supervisor. This responsibility includes employees on lay-off status and leaves of absence.

Your personnel file is available for your inspection in the Chief Financial Officer's office.

### **Position Descriptions**

The Port, uses Position Descriptions to aid in staffing, wage and salary administration and training. They also help employees and supervisors communicate about job responsibilities. However, Position Descriptions are not fixed Port policy; they are only guidelines and can normally be expected to change over time. Each employee is expected to review their Position Description with management at their annual performance appraisal to ensure the Position Description matches up with the current essential job duties of the position.



From time to time, employees are expected to perform duties and handle responsibilities that are not part of their normal job. If, over the months, these new duties and responsibilities remain a significant part of the assignment, the Position Description may be changed.

## **Performance Management**

### **Employee Performance Review**

The Port understands and values the contribution of all of its employees. The annual evaluation process seeks to ensure that each and every employee has the support necessary to maximize his or her potential and contribution to the effectiveness of the District.

To meet this goal, the Port utilizes a “Employee Performance Evaluation Form” and an “Employee Development Goals Form” to track and document goals, performance and achievements throughout the year.

A key component of the performance review and evaluation process is ongoing communication between employees and supervisors. It is expected that all specific performance issues or concerns will be addressed immediately or as soon as a concern is identified.

The development form and goal form, along with any employee comments and response materials, will be included in their personnel files. The Port shall strictly guard the confidentiality of employees’ performance evaluations.

An Annual Personal and Professional Development Form will be completed and discussed by your supervisor on the anniversary month you were hired by the Port. You and your supervisor will submit a completed performance review to the Chief Financial Officer after obtaining signatures from the Executive Director. Should the supervisor or employee request that another management person be present during the annual performance evaluation, the Chief Financial Officer or Executive Director will sit in based upon availability. The annual performance review provides an annual summary of your annual goal check-in discussions on professional development, goal attainment and overall performance evaluation for the year.

At the end of the evaluation, there should be:

- Solid understanding of the past year’s performance, including any differences in performance factor rating and overall rating.
- Direction for the upcoming period.
- Understanding of the new compensation level, if applicable.
- Beginning of the development of next year’s goals.
- Signed annual review by the employee and supervisor.

### **Career Development**

The Port seeks to create an environment of personal and professional growth. If you would like to discuss your career or to better understand the requirements of a position at

the Port, please contact the Executive Director or Chief Financial Officer to arrange for a confidential discussion. Such a discussion will not jeopardize your present position or future with the Port and will be intended to assist you in understanding the differences between your current position and the position of interest. Education and Training Assistance Programs are also available and defined under the "Other Services" section of the Employee handbook for those wishing to increase their skills and knowledge.

### **Job Posting**

The Port seeks talented and motivated professionals to fill all positions at the Port. Whenever a position becomes available and posted at the Port, the hiring manager will ensure that only applicants, both internal and external, who meet the qualifications of the position as defined in the Position Description, are evaluated for the position. Applicants, who currently meet the qualifications, have a history of strong performance, and could be expected to perform at a high level in the position, will be further considered for the position. Current job openings are typically posted on the Port's web site and in local newspapers.

### **Leaving the Port**

If you decide to leave the Port, please advise your supervisor in writing at least two weeks prior to your date of departure, so that an orderly transition can be made. This process includes turning in any Port property, completing required forms and having an exit interview. The exit interview with the Chief Financial Officer or Executive Director is to document the reasons you are leaving and solicit constructive feedback to improve the Port. If an employee fails to give two weeks notice, he/she will no longer qualify for payout of any accrued vacation hours.

### **Personal and Professional Conduct**

It is Port policy that employees maintain a working environment that encourages mutual respect, promotes civil and congenial relationships among employees and is free from all forms of harassment and violence. Employees are expected to conduct themselves in an appropriate manner as judged by a reasonable person. Employees have the right to conduct their work without disorderly or undue interference from other employees. The Port prohibits employees from violating this right of their coworkers.

The Port encourages a congenial work environment of respect and professionalism. Therefore, the Port prohibits employees from intentionally harming or threatening to harm other employees, vendors, visitors or property belonging to any of these parties. This prohibition includes but is not limited to intentional acts such as:

- Verbally abusing others
- Using intimidation tactics and making threats
- Making malicious, false or harmful statements about others
- Creating conflict with coworkers, supervisors, visitors or vendors
- Spreading malicious rumors
- Treating coworkers or visitors in a discourteous or unprofessional manner

## **SECTION 3 PORT COMPENSATION**



## Compensation Plan

### Compensation Goal

The goal of the Port Compensation Plan is to ensure that, to the extent possible, the total compensation package, salaries plus benefits provided to Port employees:

- Recognizes knowledge, skills and responsibilities required.
- Considers physical demands and work environment.
- Is competitive in the appropriate job market(s).
- Is equitable in the governmental industry.
- Considers equity within the organization.

Established wage or salary ranges are reviewed periodically and may be adjusted, as the Port deems appropriate.

The Port uses a seven (7) step compensation range with two (2) longevity steps for each Job Classification. Each step is differentiated by a 5% increase with a possible annual Cost of Living Index adjustment being applied to the compensation range once approved in the Budget process by the Board of Commissioners. Longevity steps are provided once a person attains the top of their range (Step 7). Once an employee reaches Step 7 and is at that step for three (3) years they may receive a Longevity increase of 5%. After another five years an employee may receive another 5% Longevity increase.

An employee may be hired between Steps 1 and 7 with longevity taking place thereafter.

### Workweek and Hours of Work

The Port's normal workweek consists of 40 hours, worked eight hours per day for five consecutive days, between 12:00 a.m. Sunday and 11:59 p.m. Saturday. The day shift normally starts at 7:00 or 8:00 a.m. and normally ends at 3:30 p.m. or 5:00 p.m., depending on your assigned area of work. Based on the needs of the Port, your shift may vary from this schedule, so please see your supervisor for your schedule. From time to time, your supervisor may need to change your schedule to meet scheduling or other needs. This is especially true for toll collectors and their shifts. Notice will be given as far in advance as possible.

### Lunch and Rest Periods

All non-exempt employees are entitled to at least a 30-minute unpaid lunch period during their normal workday schedule not later than six hours into their shift. The Port does claim an undue hardship exception for Toll Collectors. This exception provides for a meal break that over the shift period will be taken. All other non-exempt employees will normally have a lunch period of either a half hour or an hour during their normal workday. Please see your supervisor for information on your assigned time and length of the lunch period. All non-exempt employees are entitled and required to take two 10-minute breaks (or the equivalent in smaller increments), one in the morning and one in the afternoon, as work allows. Toll Collectors are exempt from the timing of the breaks. Toll Collectors may take their breaks whenever tolling activity allows for them to do so.

**Overtime Pay**

Your supervisor shall authorize all overtime work by non-exempt employees in advance.

Employees normally shall be compensated at one-and-one-half times (1-1/2) their regular rate of pay (standard overtime rate) for hours "worked" in excess of forty (40) in a workweek. Hours worked does not include time off due to holidays, personal holidays, vacation, and sick leave. Overtime will be paid to the nearest quarter hour. However, if you work during a holiday, or you have to initiate a truck roll due to off-hour activity or do the bank run, your rate of pay will be double your regular rate.

**Additional Compensation****On-Call Compensation**

Non-exempt employees assigned to primary on-call duty (required to monitor On-Call activity) shall be compensated \$200 for every pay period in which such duty is required. On-Call employees will be paid at the double rate of pay for activity that requires the employee to respond to requests. For the purpose of this section, on-call duty assignments are defined as a requirement to remain accessible and available for a specific period (e.g., one week), and employees are required to return to work immediately if necessary. On-Call employees are required to carry the On-call telephone.

- Non-exempt employees on-call are entitled to overtime (2x) rate of pay for any call-out to respond to an emergency which requires the employee to leave his premises for Port business. This will be for actual time worked, but not less than 1 hour.

For purposes of this policy, hours are calculated from the time the employee leaves home to report to the Port office and returns home.

Any non-exempt employee that, on an emergency unscheduled basis, is required to remain on duty and work beyond their standard shift, will be compensated at the employee's standard overtime rate of pay for the time worked.

**Paid Leave Benefit**

Non-exempt employees who have no absences other than those for protected leave or Oregon Sick Time for any full calendar year of service shall be entitled eight hours off with pay. Eligibility shall be determined by March 1 of each year and the time off must be used by May 1. This program is only available to full-time employees who were on the payroll and in paid status for the full calendar year (2,080 hours).

**Compensatory and 40-Hour Workweek Time Options****Non-Exempt Employees**

By written agreement of the supervisor and the employee, an employee may elect to be compensated for overtime or holiday work in the form of compensatory time off (comp time) rather than pay. Such election must be made in advance, either on a standing or ad hoc basis. Either party may require that overtime be compensated in pay. Comp time is earned at the rate the employee would have been paid. For example, if the employee would have been paid at an overtime rate which is one and one-half times the normal rate, then the employee earns 1-1/2 hours of comp time. When approved, overtime can only be converted to comp time in

one-half hour increments. Quarter-hour overtime periods will remain and be paid out as overtime. Such comp time may be accumulated to a maximum of forty (40) hours; however, if not taken within three (3) months of being earned, it will be paid to the employee at the employee's regular hourly pay rate. Upon termination of employment, an employee shall be paid for any accrued but unused compensatory time at the employee's regular hourly pay rate.

#### **40-Hour Workweek Time Options**

On a case-by-case agreement between the supervisor and the employee, an employee may, within the same 40-hour workweek, work more than 8 hours one day and less than 8 hours on a different day(s) netting out to a zero gain or loss of hours, and no overtime.

For example, an employee with supervisor approval could work 8 hours on Monday, 6 hours on Tuesday, 9 hours on Wednesday, 8 hours on Thursday and 9 hours on Friday without going over or under 40 hours for that workweek. Hours "traded" must be within the same 40-hour workweek to meet federal law. If the hours cannot be "traded" within the same 40-hour workweek, the employee will either have overtime or will have to take vacation or sick leave for the missing hours based upon the reason for having less than 40 hours of paid time in that workweek.

These one-time agreements are not a mechanism for creating ongoing flex scheduling including but not limited to "four 10-hour day" schedules. The needs of the Port and the department determine if and when flexible scheduling is possible and/or available and under what specific unique circumstances it can be authorized.

#### **Exempt Employees**

Exempt employees work a "professional workweek," which means they are not bound by an 8-5 workday. If the needs of the position require that they arrive early or stay late, however, they are not compensated with overtime pay. They are paid for the job they do, not the hours that they work.

Exempt employees are required to keep exception time reporting whereby, time off for sick leave and vacation should be approved beforehand. In the interest and furtherance of public accountability principles, and to ensure that public funds are appropriately allocated and used, the Port will make deductions from an exempt employee's paid leave banks to offset time missed, as set forth in this policy.

Exempt employees shall be required to use paid time for vacation and sick leave absences of 4 hours or more in an 8-hour day; if paid time is not available, an employees request for additional leave will be reviewed on a cases by case basis. Leave bank deductions will not be required for absences of less than 4 hours in a day for up to 12 such leaves of absences per year and not more than 2 such occurrences per month.

### **Payroll**

#### **Time Recording (Exempt and Non-exempt)**

Your timesheet is a legal record of the hours you are at work, and your paycheck is based on the time recorded on your timesheet. Each employee is responsible for accurately maintaining a monthly timesheet. Timesheets shall contain all information required by the supervisor and Finance department and be signed by the employee and supervisor. Employees are responsible for submitting a completed timesheet by the

required date in order to ensure processing for payment on payday. If you must leave work early for any reason, notify your supervisor. (See Attendance, page 5-1)

### **Pay Period and Paydays**

All Port employees are responsible for the timely submission and accuracy of their time records and accounting for all hours worked and/or leave taken. In addition, employees are responsible for accurately reporting all Family Medical Leave Act and Oregon Family Leave Act status hours taken during the pay period. If you have any questions, please contact the Chief Financial Officer for more information.

**Non-exempt and Exempt Employees:** The payroll period is a bi-weekly pay period that begins on a Sunday and runs through the second Saturday in a 14-day period. Pay date is the Wednesday following the end of a pay period. Time sheets must be submitted by 8 am on the Monday morning before the pay date, unless notified by the Finance department of a change in submittal date due to holidays. (Please see the attached schedule). There are 26 pay periods in a year.

### **Emergency Pay Advances**

In the event of an emergency or unforeseen circumstance, employees may need to have money available due before the pay date. Provisions are made for requesting an advance for emergency purposes only.

***The Executive Director shall authorize disbursement of emergency pay advances.*** Maximum emergency advance shall be limited to 30% of gross pay, but in no case, shall the advance exceed the amount earned to date by the employee, including all tax withholding.

### **Payroll Deductions and Documents**

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes, retirement and insurance. If you have any questions regarding your deductions, please contact the Chief Financial Officer.

The Federal Social Security Act covers all Port employees. Payroll deductions as required by the Act are withheld each pay period.

Employee Withholding Allowance Certificate (W-4) is provided at the time of hire. Changes can be made during the year by completing a new W-4 form from the Chief Financial Officer's office. A copy will be placed into the employee's personnel file. At the end of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form. Questions can be answered by the Finance department.

# **SECTION 4 PORT BENEFITS AND SERVICES**

## Insurances

### Insurance Overview and COBRA

The Port provides a comprehensive package of employee benefit programs for its employees. Complete and official details of insurance plans are contained in separate documents, a copy of which employees receive on their first day of work or when programs are changed. The descriptions in this Handbook are only brief summaries for your general information. Contact the Chief Financial Officer for more details.

The Port makes available for the employee, or employee and spouse, or employee and children or a family, a comprehensive healthcare insurance program for all regularly scheduled employees (30 hours or more per week). The healthcare insurance program covers medical, dental, vision and orthodontia. The employee will pay 10% of the healthcare premium cost that relates to his/her individual status (ie. Self, self+spouse, self+child, family).

The Port seeks to manage benefit costs while providing a comprehensive benefit package to its employees. The Port will review total expected benefit costs in each budget year. If the annual growth rate of benefits is within a reasonable and expected rate, the Port will continue to pay 90% of premium cost for medical, dental and vision insurance. If the growth rate is above a reasonable rate and expected to continue to be above that rate, the Port will explore and implement an appropriate cost-sharing strategy for premiums with staff.

Benefits become effective on the first of the month following the date of hire, unless the date of hire is the first work day of the month, whereby the effective date is the first of the month. For more details and official terms of these plans, refer to the plan booklet, which you received on your first day of work; or contact the Chief Financial Officer's office.

The existence of these employee benefits and plans, in and of themselves, does not signify that an employee will be employed for the requisite time necessary to qualify for these benefits and plans.

Our group health insurance program may be continued at your cost if you leave the Port under circumstances described by federal law (COBRA). You and your eligible dependents will receive a detailed explanation of this privilege upon termination of employment.

### Medical and Dental

The Port provides access to medical and dental insurance for its employees that work more than 30 hours per week on an ongoing basis. Election coverage information is provided at the time of hire and is available on an annual election period basis and in the event of significant events defined in the insurance coverage.

### Vision

The Port provides vision coverage to all full-time and part-time employees that meet the 30 hour per week requirement. Specific information on coverage is provided at the time of hire and is available in the Chief Financial Officer's office.



**Life, LTD, ADD**

The Port provides basic coverage for Life insurance, and Short-Term Disability for all employees. For salaried employees, the Port pays for Long-Term Disability. Specific information on each coverage is provided at the time of hire and is available in the Chief Financial Officer's office.

**Flexible Spending Accounts**

The Port provides for both a Medical Flexible Spending Account (FSA) and a Dependent Care Assistance Program (DCAP) for Port employees. Annual enrollment is required each year to utilize this benefit. Please see the Chief Financial Officer for specific information on each of these flexible spending accounts, including benefits and risks involved when using a FSA or DCAP.

**Supplemental Insurance**

The Port makes available Supplemental Insurance options under AFLAC or Colonial Life insurance that can be purchased by an individual employee on an after-tax basis. Sign up for the insurance is at the time of hire or during the annual election period in the fall. Specific information is available in the Chief Financial Officer's office.

**Retirement****Public Employees Retirement System (PERS)**

The Oregon Public Employees Retirement System covers all employees who are in a PERS qualified position. This will be for Port employees who work at least 600 hours and more than six months in a calendar year. A mandatory PERS payroll deduction of 6% is required of the employee once the employee becomes a member of PERS. The Port also funds the PERS defined benefit of the pension plan which changes every bi-annum. For more information regarding the Oregon PERS plan, please see the Chief Financial Officer or go to the Oregon PERS website.

**Deferred Compensation**

Port employees have the option of investing pre-tax dollars in a 457 plan (as prescribed by law), with the Oregon Savings Growth Plan operated by the State of Oregon Retirement Systems Deferred Compensation Program. Information and forms are available in the Chief Financial Officer's office.

**Vacation and Holidays****Vacations**

A paid vacation benefit is provided to eligible employees to allow time away from work for relaxation and recreational purposes. Our vacation plan is designed to provide you with the opportunity to rest and get away from the everyday routine.

Full-time employees accrue vacation at the following rates:

1 <sup>st</sup> through 12 <sup>th</sup> month (1 year)	3.08 hours/pay period
13 <sup>th</sup> through 60 <sup>th</sup> month (5 years)	3.69 hours/pay period
61 <sup>st</sup> through 120 <sup>th</sup> month (10 years)	4.62 hours/pay period

121 <sup>st</sup> through 180 <sup>th</sup> month (15 years)	6.15 hours/pay period
181 <sup>st</sup> month forward	6.92 hours/pay period

Eligible employees who work 32 hours a week or more accrue vacation allowance on the same basis as full-time employees, except it is pro-rated according to the actual number of hours scheduled to be worked. No accrual shall occur during unpaid leave status.

The Executive Director may provide for new hires a starting rate of vacation accrual higher than the 1<sup>st</sup> year rate stated above. If an employee is started at an advanced accrual rate, the employee will maintain that accrual rate until the employee’s actual longevity indicates a different rate (i.e., an employee starting at an equivalent accrual rate of 3.69 hours per pay period or equivalent longevity of 5 years would stay at that rate until the employee’s actual 61<sup>st</sup> month of employment, when the accrual would be increased to 4.62 hours per pay period).

Vacations should be scheduled with your supervisor in advance of time to be taken off. Vacation time may be used in hourly increments of no less than one (1) hour; however, all employees are encouraged to take at least one vacation of 5 consecutive days each year. Vacations up to three weeks may be taken at any one time, but require management approval well in advance of the vacation.

Employees may accumulate a maximum of two hundred forty (240) hours of vacation time by the end of the calendar year. Any vacation balance above 240 hours at the end of a calendar year will be lost. Employees are responsible for monitoring their accruals and scheduling time off as necessary to preserve the ability to accrue vacation.

Employees that have a vacation balance in excess of 200 hours will be allowed to cash out up to 120 hours to assist in their vacation needs once every five years. This cash-out payment must be approved by the Executive Director and the employee must request such a payout four weeks in advance of their vacation. If such a vacation is contemplated the employee shall receive approval from their supervisor.

After one year of service, vacation becomes an earned benefit up to a maximum of two hundred forty (240) hours. Any accrued, unused vacation time (up to two hundred forty hours) will be paid in full upon separation; provided, that employees voluntarily resigning from their employment with the Port provide the Port at least two weeks written notice of their resignation. Vacation pay is computed at the rate being earned upon separation.

**Holidays**

Full-time employees are eligible for ten (10) paid holidays in each calendar year.

<u>Holiday</u>	<u>Date Usually Observed</u>
New Year's Day.....	January 1
Presidents Day .....	Third Monday in February
Memorial Day .....	Last Monday in May
Independence Day .....	July 4
Labor Day ...	First Monday in September
Veterans Day.....	November 11
Thanksgiving Day ...	Fourth Thursday in November
Friday after Thanksgiving .....	Fourth Friday in November



Christmas Day .....December 25

When a Port holiday falls on Sunday, the following Monday will be observed as the holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the holiday.

A non-exempt employee working on a Holiday will be paid double their regular rate of pay. Holidays are defined as 24 hours between midnights.

### **Floating Holiday**

Full-time employees shall receive two floating holidays per year. Floating holidays shall be credited January 1 of each year of each year. For newly hired employees with a hire date after July 1<sup>st</sup>, will be credited with (1) floating holiday their first year. Newly hired employees before July 1<sup>st</sup> will receive (2) floating holidays.

- Floating holidays must be used by the end of the final pay period of each calendar year, may **not** be carried forward into the next year, and may not be cashed out if not used.
- Requests for use of floating holidays must be in increments of an 8-hour day. Requests should comply with procedures outlined for the use of vacation except that departments may authorize shorter advance request requirements or less formal application procedures.

32-hour per week employees shall be credited with one and half floating holidays per year.

## **Leaves of Absence**

### **Sick Leave**

Sick leave is provided to continue pay during illness or injury incapacitating the employee to perform his/her work. This may include a contagious illness whereby his/her attendance at work would create a direct threat to the health of fellow employees or the public, or as otherwise provided by law. This program is intended to meet the requirements of Oregon Sick Time and its use is subject to certain conditions and restrictions as defined herein.

- Use of sick leave is contingent upon following required reporting procedures and compliance with the purpose of sick leave. **Employees who fail to call in according to procedures may be charged unpaid time for the absence.**
- Earned vacation leave or accrued compensatory time may be used when accrued sick leave is not available or the employee is nearing the maximum amount allowed in their vacation bank for an absence necessitated by illness or injury.
- Full-time employees shall accrue sick leave at the rate of eight (8) hours per month or ninety-six (96) hours per year. Sick leave may be accumulated up to an unlimited maximum number of hours but must be used for its intended purpose.
- No accrual shall occur during unpaid leave, and sick leave accrual will be pro-rated based on the number of hours in paid status up to a maximum of the employee's work schedule.

- Part-time or seasonal employees are eligible for Oregon Sick Leave. They will accrue one (1) hour of sick leave for every 30 hours worked. Part-time or seasonal employees will not be able to use sick leave for the first ninety (90) calendar days from the date of hire. Under the state law, part-time or seasonal workers are capped up to 40 hours that can be carried over in a year. In addition, part-time or seasonal workers are capped at 40 hours that can be used in a year.

When leave is taken to care for a dependent the Port expects that other care arrangements will be made as soon as possible, except where leave for dependent care purposes is provided for by family leave laws (ORS 659A.150-186) and the employee is eligible for such leave. The employee must comply with the notice requirements under family leave laws, which may provide for later notification of inability to work than is otherwise required by this policy, if the need for the leave is unanticipated. The most current Federal Family Leave Policies will always be available in the Finance Office.

- **Workers' Compensation Integration.** An employee may charge his/her sick leave account for the difference between any compensation received from the Workers' Compensation Insurance and the employee's normal pay for injuries and illnesses covered by Workers' Compensation. The calculation shall be based on the difference between the employee's normal post-tax take home pay and the pay for Workers' Compensation.
- **Family Illness Usage.** Employees may use sick leave in the event of an illness or serious health condition in the employee's immediate family requiring the attendance of the employee. For the purpose of this section, immediate family is defined as spouse, dependent children, parents or the step/in-law equivalents and grandparents. Sick and/or unpaid leave may be allowed to care for such other relatives and in such circumstances as required by state and federal laws and administrative regulations.
- **Medical and Dental Appointments.** Sick leave will be allowed for medical appointments for the employee or members of the employee's immediate family requiring the attendance of the employee. Employees shall make a reasonable effort to schedule these appointments to cause the least disruption to their workday or, if possible, during off-duty hours.
- **Reporting and Approval Procedure.** Employees unable to report for work shall notify their immediate supervisor within one hour of their scheduled start to work time. Every effort should be made to speak to the supervisor personally as early as possible to allow for adequate staff scheduling to cover absences due to illness. During extended absences due to illness, an employee must maintain daily (before 9:00 a.m.) contact with the supervisor (or make other suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work.
- **Physicians Release Upon Return.** Depending on the length and circumstances of an employee's sick leave, the supervisor may require a physician's written release before the employee may return to work (see FMLA below). If an employee is sick to due illness after five work days, the employee is required to submit a physician's statement.

### **Bereavement**

In the event of a death in your immediate family, you may take time needed, up to three working days, with pay, to handle family affairs and attend the funeral. "Immediate family"

is defined as: spouse, children, parents, grandparents, grandchildren, brothers and sisters of all statuses (in-law, step, foster or adopted). In addition to this paid time, Oregon employers are required to provide seven (7) additional days so that employees can travel or take care of family matters. This is a protected leave for the employee. The Executive Director may grant additional bereavement leave based on a case-by-case basis. Within the discretion of the Port, bereavement leave may be combined with sick leave, vacation leave or an unpaid leave of absence.

Funeral leave for "non" immediate family not listed above may be granted through the use of sick leave for one day. Any additional days granted must be taken as vacation.

### **Jury Duty**

In order that you may serve on a jury without loss of earnings, the Port will pay your normal earnings for the period of jury service up to two weeks\*. You must, however, sign over to the Port and submit to Finance, all court payments (checks) received by you for jury service. You can then submit an expense reimbursement form to Finance for your actual expenses, (i.e., mileage, meals or lodging) for the Jury Duty time period. Please notify the Finance promptly after receiving notification to appear. You must also immediately return to work each day following your completion of jury duty unless there are less than two (2) hours remaining in your normal work schedule.

\*Exempt employees will not see a salary reduction for jury service beyond the two-week cap identified above.

### **Uniform Services Leave and Re-Employment**

The Port upon request will grant leave to members of the reserve components of the Armed Forces of the United States or the State of Oregon, or to an employee who leaves his or her employment with the Port, whether voluntarily or involuntarily, to perform military duty. Such employees will be accorded all rights to which they are entitled under Oregon and federal law and in compliance with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA), as may be amended periodically. Any employee requesting leave for military duty will be advised of his/her employment rights and benefits.

Any employee who has been employed by the Port for at least six months is entitled to one paid leave absence for annual active duty for training per military training year, not to exceed fifteen (15) days.

Except as provided for above, the Port will not provide wages or other monetary compensation during an employee's military leave of absence. At the employee's discretion, employee may use accrued vacation, personal holidays, or compensatory time during the absence. The employee may elect to continue health care coverage during the absence and may be subject to paying the cost of such coverage.

### **Family Medical Leaves of Absence (FMLA)**

Eligible employees are granted up to 12 weeks of leave without pay in a 12-month calendar period for qualifying family and medical reasons starting every January 1. To be eligible for such leave, an employee must have worked for the Port for at least 12 months and at least 1,250 hours in the preceding 12 months. Employees who expect to take five or more days of sick or regular leave or more than three intermittent leaves for any of the

reasons defined below, need to contact the Chief Financial Officer to determine if FMLA applies and forms need to be filled out.

If an employee requests or makes known to their supervisor that they are requesting an FMLA related leave request, the supervisor must inform the Chief Financial Officer and the Chief Financial Officer with the employee will determine if FMLA applies. The supervisor cannot reject or attempt to change an employee's FMLA request before it is determined if it meets FMLA requirements. The Chief Financial Officer will review and determine if the request falls under FMLA with its rights and requirements. The Chief Financial Officer will notify the supervisor of any FMLA status.

Leave will be granted for any of the following reasons:

1. To care for your child after birth or placement for adoption or foster care; (if both parents are employed by the Port, combined sick leave shall not exceed 12 weeks);
2. To care for your child (if such child is under the age of 18 or incapable of self-care), spouse or parent who has a serious health condition; or
3. For a serious health condition that makes you unable to perform the essential duties of your job.

In requesting leave, you are **required to notify the Port if you use paid leave for any reason covered by the FMLA**, so that we may designate the leave as counting against your FMLA leave allowance. FMLA will be monitored and tracked on a "calendar year" basis (January 1 to December 31).

You must provide the Port with at least 30 days written notice when your FMLA leave is foreseeable. If leave is not foreseeable, you must provide notice as soon as practicable, usually one to two days. Otherwise, leave may be delayed until 30 days after notice is given. **FMLA** leave request forms are available from the Chief Financial Officer. When leave is taken for a serious health condition (either your own or a family member) that is expected to extend beyond five consecutive working days, the request must be supported by a medical certification (FMLA Medical Certification Form). The Port may require a second opinion at the Port's option and expense. **Certification forms** are available from the Chief Financial Officer.

Accrued paid leave (sick leave and vacation leave) must be used to the extent available during absences for the above reasons. Paid leave may not be used as an extension of a FMLA leave. Sick leave and vacation leave will not accrue during periods of leave.

Intermittent or reduced schedule leave may be taken when medically necessary for either your own serious health condition or for that of a family member.

If your leave extends past two weeks, the Port requires you to report at least every two weeks on your status and intent to return to work. During FMLA leave, the Port will continue to provide health insurance on the same basis as during regular employment.

The Port retains the option of requiring you to provide a medical certification of your fitness to return to work after a medical leave for your own serious health condition. When you return to work following your FMLA leave and have not exceeded the maximum duration and absent extraordinary circumstances, you will be returned to your former or equivalent

position. If you have additional questions, please contact the Chief Financial Officer.

### **Pregnancy Disability Leave**

Female employees not eligible for Family Medical Leave, or who otherwise have exhausted their FMLA, are entitled to an unpaid pregnancy disability leave of absence for the period of actual disability due to pregnancy, childbirth or related medical conditions; employees seeking leave under this policy should provide written notice of the intended leave dates at least 30 days in advance of the leave or as soon as possible in the case of an emergency.

An employee returning from such leave is entitled to the same job with the same pay, unless the Port's circumstances have so changed as to make it impossible or unreasonable to do so.

### **Personal Leave**

The Port may authorize personal leave of up to 30 days for compelling personal reasons. Approval is at the discretion of the Port and is based on department work requirements, your performance history and other factors. During this approved leave, the employee remains eligible for Port paid insurance benefits. While no loss of service credit occurs during an approved leave of absence, there are other factors to consider such as employee paid benefit continuation and approval processes. See the Chief Financial Officer for these details.

### **Changes in Leave Status**

A Port employee that accrues both vacation and sick leave may move from one leave status to another depending upon the circumstances taking place during the leave. For example, an employee on vacation leave will be able to go to holiday leave status for a Port defined holiday and back to vacation leave status. An employee may move from vacation status to sick leave status based upon the circumstances of the events and the approval of their manager. If an employee only accrues sick leave then sick leave taken during a holiday may be offset by the holiday leave.

### **Sick Leave Donation Program**

#### Criteria and Eligibility for Transferring Sick Leave:

Port employees who have exhausted their sick and vacation leave benefits may receive a donation of sick leave from other Port employees if they require extended time off for illness or injury. In such an event, the Port's only involvement shall be to credit the sick leave balance that has been exhausted by the amount requested from the employee who has sufficient sick leave to donate. Employees may donate up to 10% of their sick leave balance.

A Port employee seeking to donate under the Sick Leave Donation Program (SLDP) will complete a SLDP form and submit it to the Chief Financial Officer. The form will include the employee's name to which the amount of transfer will be credited, the eligible event and the number of hours of the employee's sick or vacation leave that will transfer. An employee can submit more than one application for any qualifying eligible event defined above.

Finance will be responsible for calculating the proper donated leave from the employee



donating the leave to the employee receiving the donated hours such that compensation is equal.

## **State Compensation and Reimbursement**

### **State Unemployment Insurance**

This program is self-funded by the Port and is in compliance with all state regulations and requirements. The program provides weekly benefits if you become unemployed through no fault of your own or due to circumstances described in the law.

### **Workers' Compensation**

The Port carries insurance to cover the cost of work-incurred injury or illness. Benefits help pay for your medical treatment and part of any income you may lose while recovering. Specific benefits are prescribed by law depending on the circumstances of each case. To be assured of maximum coverage, work-related accidents must be reported immediately to your supervisor and to the Chief Financial Officer.

### **Travel and Subsistence**

The Port has an adopted a travel policy, which provides for reimbursement of expenses incurred by employees in the carrying out of their responsibilities for the Port (see Other Adopted Plans/Policies tab – Reimbursable Expense & Travel Advance Policy). Please contact your supervisor or the Chief Financial Officer prior to traveling for specific information if you have questions regarding eligibility for reimbursement of these types of expenses.

## **Other Services**

### **Education and Training Assistance Programs**

The Port offers our employees opportunities for professional development in two ways. All employees are encouraged to participate in workshops, seminars and other educational programs to improve job skills. At least once a year, employees are encouraged to attend a special training workshop or conference that is directly related to their position at the Port. It is expected that local opportunities will be sought out but, in the event that specialized training cannot be found in the local area, meals and lodging cost may also be covered as part of the training expense. There is no specific, fixed amount authorized for each employee. Every effort is made to ensure adequate funding in the Port's Annual Budget to accommodate requests for workshop attendance. Employees should submit funding requests to their department manager during the annual budget development process for the following year to ensure requests are identified and funding requests are reflected in the proposed budget.

The Education Assistance Program is established to encourage employees to continue their personal development and education in order to meet present and future needs of the Port, to increase employee effective work performance and efficiency and to facilitate promotion from within the Port.

Any class, seminar, education program or certification/test that employees seek reimbursement for MUST receive prior written approval from the Executive Director or designee. Also, participation in programs requiring time away from work and related

expenses require approval prior to registration for the program.

*Eligibility:* All regular (full-time and part-time) employees who are in good standing with the Port are eligible for education reimbursement.

Training programs such as workshops, institutes, seminars and symposiums, which do not meet the above criteria, are not covered under the Education Assistance Program. These types of courses may be attended during regular work hours after review and approval by the Executive Director or designee.

*Reimbursement:* The program covers only the cost of tuition, required textbooks, and required enrollment cost and examination fees. Textbooks included for reimbursement shall become the property of the Port. Reimbursement will not be made if the employee is eligible for reimbursement from other sources. Portions not covered by other sources MAY be covered by the Port up to the limit of this policy.

*Limit:* The Port will reimburse each regular employee for tuition for job-related education up to a maximum of \$600 per year. Reimbursement will be contingent upon the employee completing pre-approved, job-related classes with a passing grade of 'C' or better. If the course is not graded, then a "Pass" must be obtained for reimbursement. The amount allowed for reimbursement shall be as follows:

- Annual maximum allowance may be reviewed and revised as necessary. Annual maximum allowance does not include books.
- Employees may request reimbursement for up to ninety dollars (\$90) per year for books.

As detailed above, the foregoing is conditioned on:

- The educational course must have been approved by the Port prior to the employee's enrollment;
- The employee must receive a grade of 'C' or better or a "Pass" if the course is ungraded; and
- If the employee voluntarily terminates his/her employment with the Port within 90 days after completion of any course or courses, the employee must repay the amount reimbursed for that course or courses up to a maximum of two hundred fifty dollars (\$250). A former employee will be sent a bill for this repayment as it cannot be deducted through payroll.

*Application:* Employees seeking reimbursement for class/course, seminar, education program or certification/test must complete the appropriate form and receive approval before enrolling. A copy of the signed form will be placed in the employee's personnel file. Forms are available from the Chief Financial Officer.

*Claim for Reimbursement:* Upon successful completion of the class/course the employee must provide the Port with a copy of the grade report and receipts for approved expenses. For examinations/tests, the Port will pay for the examination/testing fees once, pass or fail. Courses that do not have a grade or a pass/fail shall be reimbursed upon completion of the course.

*Exclusion from Wages:* This reimbursement will be excludable from an employee's taxable wages when meeting the criteria as outlined above and detailed in Internal Revenue Service Publication 15-b, Employer's Guide to Fringe Benefits.

### **Employee Assistance Program (EAP)**

The Port provides access for all employees to a comprehensive Employee Assistance Program. Please see the Chief Financial Officer for complete information on the program. You can also find information posted on the Port bulletin board in the lunch room.

### **Automatic Bank Deposit**

Many of our employees find it convenient to have their regular paycheck automatically deposited in their bank account. If you would like to make a similar arrangement, contact the Finance department regarding available options.

### **Uniforms, Boots and Rain Gear**

The Port provides and makes available uniforms, hats and name tags to all Maintenance and Tolling personnel, not just as a benefit to the employees, but also to identify those workers to the public. As a representative of the Port, these personnel have a responsibility to represent the Port in a positive and professional manner. One of the ways of accomplishing this responsibility is to wear the uniform every day or have Port logo tags identifying the person is a Port employee. Maintenance personnel will utilize Port uniforms, hats, name tags and safety equipment with the Port's logo while working in the field. This is an expectation of the Port and the Board of Commissioners.

Safety of our employees is a key objective of the Port. All employees who work in an environment where injury to the foot could occur must wear appropriate work boots.

Once a year (every 12 calendar months or as needed, but no more than once a year), all Maintenance personnel are authorized to purchase one (1) pair of steel toed or work boots from the vendor of their choosing. The Port has established a maximum dollar amount of \$200.00. This amount includes the basic boot and any upgrade to the boot. Prior to ordering the boots, the employee must pay any cost in excess of the authorized amount. If possible, costs within the limit may be billed directly to the Port.

Once every four years, all Maintenance personnel are authorized to purchase one (1) pair of steel-toed or reinforced rubber boots. The Port has established a maximum dollar amount of \$100.00. Prior to ordering the boots, the employee must pay any cost in excess of the authorized amount. Costs within the limit will be billed directly to the Port.

The employee is responsible to provide reasonable care and maintenance for their boots as with all personal protective equipment. If you have questions, please contact your supervisor.

Appropriate rain gear as well as boot tracks for ice, will be provided to field personnel.

### **Management Communications**

The Port may provide coffee and like kind beverages for the public and Port employees during business hours or during the conduct of Port business, and may provide refreshments for Port employees during any All Employee meetings, as this serves a



business purpose and enhances employee relations.

**SECTION 5  
PORT STANDARDS OF CONDUCT  
AND CORRECTIVE ACTION**

## Attendance

### Attendance Standards

Punctuality and regular attendance are essential to the effective operation of the Port. These also help you to establish a good working reputation and add to your opportunity for advancement.

*Exempt:* Exempt employees work a "professional workweek," which means they are not bound by an 8-5 clock. However, it should be noted that this flexibility also means that if the needs of the position require that they arrive early or stay late, they are not compensated with overtime pay.

*Non-Exempt:* You are expected to arrive for work on time and be ready to start work at the beginning of your scheduled shift. You are also expected to complete your shift as scheduled. All Port personnel have been assigned a normal work schedule based upon the department they work in and the business needs of that department. If you are unable to report for work for any reason, if you will arrive late, or must leave early, notify your immediate supervisor or, in his/her absence, front office, before your starting time or before you leave. If you do not report as scheduled and, if you have not spoken to your supervisor or the front office in advance to explain your absence, disciplinary action may result. If you are not on an approved leave, you must call and notify your supervisor each day prior to your scheduled shift. If you are on an approved leave, you must call in as required by any of our call-in policies.

We reserve the right to require a physician's release when an employee returns to work following any lengthy absence due to a medical condition (see FMLA, page 4-7).

### Absence Without Notice

For us to operate the Port effectively, we ask that you keep us informed of your status when you are off work because of illness or accident from any cause. If you fail to notify us after three days of consecutive absence, we may presume you have resigned, and you may be removed from the payroll. Likewise, you must call your supervisor daily while off work due to short-term illness or accident, or we will presume you have resigned, and you will be removed from the payroll. **Non-exempt personnel:** If you must leave work for any reason before the end of the day, you must receive supervisory approval.

If you are having difficulties meeting the requirements of your schedule, please contact your supervisor. Excessive tardiness and/or absenteeism may result in disciplinary action.

### Inclement Weather Attendance: Office is Open for Normal Business

For the safety of Port employees, sick leave may be used for severe travel advisories during inclement weather. Employees shall notify their supervisor on or before starting time if they are unable to travel safely to work.

As a public agency, the Port must be prepared to serve the customers of the Port as scheduled, regardless of weather conditions (including snow, black ice, ice storms and

related adverse elements). All employees should be prepared with suitable transportation during inclement weather as your attendance is usually required to maintain service to our customers. It is the employee's responsibility to provide the solution to personal circumstances (distance to drive, equipment for vehicle, school closure issues, etc.) in order to be at work as scheduled.

On an inclement weather day, where vehicular traffic is restricted or impeded, the Port will grant up to a one-hour "grace" period for those employees who arrive at work late. On subsequent days, employees are expected to make whatever arrangements are needed to be at their workstations as scheduled.

Staff will be compensated for actual time worked in accordance with standard Port payroll policies and procedures. In the event, due to unique conditions at your home location, you are unable to come to work safely, contact your supervisor no later than one hour before your regularly scheduled start time. Any work time missed due to inclement weather will be charged to your accrued but unused sick or vacation leave.

#### **Inclement Weather Attendance: Office is Closed for Normal Business**

If inclement weather causes the office to be closed for normal business that workday, then essential personnel still need to report and non-essential personnel are excused. Specific Maintenance staff (as defined in position descriptions) are required to report during inclement weather events as well as toll collectors and some office staff.

#### **Non-Exempt Employees:**

If the Port makes the determination to close the office, any work time missed due to inclement weather will be charged to your accrued, but unused vacation/sick leave while the office is officially closed. If you have exhausted your vacation or floating holiday leave, then you will need to use leave without pay. You may also be able to utilize flex time with your supervisor's approval.

#### **Exempt Employees:**

If the Port makes the determination to close the office any work time missed due to inclement weather will be charged to your accrued, but unused vacation/sick leave while the office is officially closed. If you have exhausted your vacation or floating holiday leave no deduction will be made to your salary.

The Executive Director may require non-essential employees to work during any office closure, work different shifts or perform job duties outside the scope of the employee's normal job duties, until such time as the inclement weather situation has ended. All employees, who work during any official office closure, shall be paid at their regular rate of pay.

#### **Inclement Weather Attendance: Office is Closed Early**

If the Port makes the determination to close the office prior to the normal closing period, on duty, non-essential personnel are excused unless otherwise directed by the Executive Director and will be paid for the remainder of their scheduled shift and paid leave need not be charged. All non-exempt personnel not excused will be required to work the remainder of their scheduled shift and shall be paid at their regular rate of pay.

## **Emergency Notification System**

The Port has an Emergency Notification System. In the event of a Port emergency where the Port invokes an emergency command center, Port employees are expected to follow the Port Emergency Notification Procedure (Procedure #004-2005 - Port Emergency Notification System).

To verify whether the office is open for normal business, each employee will receive an email by 7 am to their Port inbox. You will be directed within the email advising of the operations of the Port.

## **Alcohol and Drugs**

The Port is committed to protecting the safety, health and well-being of its employees, the public it serves and all people who come into contact with the Port and the services it provides. Drug and alcohol abuse poses a direct and significant threat to this goal, and to the goal of providing a productive and efficient work environment in which all employees have an opportunity to reach their full potential. Accordingly, the Port is committed to assuring a drug-free work environment for all its employees.

The Port therefore strictly prohibits the use, purchase, possession, sale, conveyance, distribution or manufacture of illegal (whether under federal and/or state law) drugs, intoxicants, controlled substances or drug paraphernalia associated with illegal drug use while on the job, while on Port property, while operating Port vehicles or while otherwise representing the Port. The Port further prohibits employees from being under the influence of alcohol (defined as having an alcohol concentration level of 0.8 or greater) or controlled substances (any detectable trace in the body system) while on duty. This policy applies to all Port employees.

Prescription medications or nonprescription medications are not prohibited when taken in accordance with a lawful prescription, as applicable, and consistent with standard dosage recommendations. Prescription medication means a drug or medication lawfully prescribed under both federal and state law by a physician or other health care provider licensed to prescribe medication for an individual and taken in accordance with the prescription; but specifically excludes, without limitation, medical marijuana, which remains a controlled substance prohibited by federal law. Employees who are taking a prescription or over-the-counter medication that may impair their ability to perform their duties safely and effectively must notify their supervisor and should provide written notice from their physician or health care provider with respect to the effects of such medication. The Port will assist in arranging a ride home for the employee if the employee appears impaired by the use of prescription and/or over-the-counter medications and such impairment impacts the employee's ability to safely and/or effectively perform his or her duties.

Port employees who are assigned primary on-call duty are expected to immediately respond to a Port on-call request and perform Port business. Assigned primary on-call personnel may not report for duty and conduct Port business when their performance may be impaired due to alcohol or drug use. Accordingly, assigned primary on-call

personnel must refrain from using alcohol or drugs while on-call.

Employees may be subject to a drug and alcohol urinalysis test when there is reasonable suspicion to believe an employee is under the influence of, or impaired by the use of, alcohol or drugs. If an employee appears to be under any influence of drugs or alcohol, the Port may require the employee to submit to appropriate tests, including urinalysis or breath tests, to confirm the existence of such alcohol or prohibited drug substance in his or her system. Failure to promptly permit such tests upon management's request shall be grounds for disciplinary action, up to and including termination.

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the medical review officer responsible for receiving and interpreting the drug test. These employees will be responsible for the cost of any re-testing

All Port employees shall be subject to reasonable suspicion, post-accident, return to duty and follow-up drug testing, as follows:

Reasonable Suspicion: Where the Port has reason to suspect that an employee has violated or is presently violating or is otherwise under the influence of alcohol or drugs, such employee may be required to immediately submit to an alcohol or drug analysis test. Failure to comply with reasonable suspicion testing requirements will be grounds for disciplinary action, up to and including termination.

Post-Accident testing: Following an accident involving a Port vehicle or Port equipment, the driver/operator of such vehicle or equipment is required to submit to an alcohol and drug test when (1) the driver receives a citation under state or local law for a moving traffic violation; (2) an injury or fatality occurs as a result of the accident; (3) the accident results in damage to one or more vehicles or equipment which requires the removal of the vehicle/equipment by towing or otherwise is estimated to exceed \$2,000; or (4) management deems it appropriate under the particular circumstances. Testing shall occur as soon as possible, after the accident. An employee required to take a post-accident alcohol test may not use alcohol for eight (8) hours following the accident, or drugs for thirty-two (32) hours following the accident, or until a post-accident test is given, whichever comes first. An employee who is subject to post-accident testing must remain readily available for such testing and may not take any action to interfere with testing or results of testing. Failure to comply with post-accident testing requirements will be grounds for disciplinary action, up to and including termination.

Return to duty testing: Employees who have violated this policy, including those who have tested positive on a drug or alcohol test, and who under the Port's disciplinary policy are allowed to return to work, must test negative prior to being released for duty.

Follow-up testing: An employee who is referred for assistance that is related to alcohol misuse and/or use of drugs is subject to unannounced follow-up testing for a period not to exceed 12 months as directed by a substance abuse professional and the Port. The number and frequency of follow-up testing will be determined by the substance abuse professional and the Port, but will not be more than six tests in the first 12 months following



the employee's return to duty. Failure to promptly permit such tests upon management's request shall be grounds for disciplinary action, up to and including immediate termination.

Employees violating this policy will be subject to disciplinary action, up to and including termination. A refusal to take a drug and/or alcohol test required by the Port shall be deemed the equivalent of a positive result and an employee refusing to take such test shall be subject to disciplinary action, up to and including termination.

Employees with Commercial Driver's Licenses: In addition to the policy set forth above, those employees who are required to have and maintain a commercial driver's license (CDL) in order to perform their duties are further subject to the drug and alcohol testing requirements and regulations established by the United States Department of Transportation (USDOT) and its designated agencies. Port employees holding a CDL will be subject to the Port's policy and the USDOT policy set forth in the Port's Safety Program Manual under "Substance Abuse Policy for Employees Required to Possess a Commercial Driver's License." To the extent that the USDOT policy set forth in the Safety Program Manual conflicts with the general policy set forth above, the USDOT policy shall govern employees holding a CDL or otherwise occupying a safety-sensitive position.

## Smoking

For reasons of safety, public relations, and other concerns, smoking is prohibited in all Port buildings. Smoking is also prohibited in all Port vehicles. Smoking is allowed in designated areas.

## Dress and Personal Appearance

The purpose of the dress code is to ensure that all members of the public that we come in contact with feel that we respect our role here and take our work seriously. This means that ornaments, clothing or personal adornment that may be offensive to others may be banned, should it emerge as an issue. Employees are expected to maintain an appropriate appearance that is business-like, neat and clean, as determined by the requirements of the work area. Supervisors will require that employees adhere closely to the Dress and Personal Appearance standards of the Port. Appropriate attire for the office is clean, neat, pressed and business-like.

- **Examples of non-acceptable attire.** Faded and/or tattered jeans, shirts displaying inappropriate advertising or writing. Overalls, sweatshirts/pants, jogging suits, shorts, or tank tops are inappropriate. Any clothing with spaghetti straps; any clothing that reveals bare backs, midriffs, or any revealing, provocative clothing. Sleeveless garments that are not clearly business-like or garments that reveal undergarments either directly or indirectly through tightness or transparency. Zoris, "flip-flops" or sandals are not acceptable footwear. Open-toed shoes should offer solid stability for the work performed and be as business-like as other attire.
- **Casual Friday.** Jeans and a slightly more casual appearance are allowed on

Fridays as long as job duties do not require more formal wear. The requirement is always neat, clean and in good repair.

- **Uniforms.** Some employees are provided uniforms for the purpose of making them easily identifiable to the public. All employees represent the Port, and their appearance is important. Where uniforms are provided, employees are required to **always** wear the uniform when working.
- **Hair.** Hair should be clean, combed and neatly trimmed or arranged. This also pertains to sideburns, moustaches and beards.
- **Personal Hygiene.** Good personal hygiene habits must be maintained.

### **Port Uniform Policy**

Employees who have been provided uniforms by the Port are required to be in uniform every workday, including after hours, holiday and weekend call-outs. This also includes proper footwear provided by the Port.

### **Port Clothing**

The Port shall provide an article of Port logo clothing for all employees on an annual basis. The use of Port logo clothing provides for and supports the culture of the organization as a highly professional, customer service oriented organization.

Port logo clothing may be worn at work, when in compliance with the Port's dress code guidelines, and outside of work where the employee is promoting community awareness of the Port.

## **Charitable Activities and Solicitation**

The Port encourages and supports employee participation in charitable organizations of their choice. However, care must be taken in utilizing Port facilities and resources for the benefit of specific organizations. The Port recognizes and supports employee activities in community-based organizations such as the American Red Cross.

Small-scale efforts initiated by employees such as selling raffle tickets or candy for a child's school or youth group are authorized but must be done in a manner that is not disruptive to the work environment. Caution should be exercised to ensure that other employees are not made to feel obligated to participate.

All activities for charitable purposes must be approved by the Port. Contact your supervisor for specific details.

## **Children in the Workplace**

The Port supports the national "Bring Your Child to Work Day" event for school-age children, which is the fourth Thursday in April each year. At the same time, the Port seeks to maintain a professional business environment to support productivity and ensure that customers and stakeholders doing business at the office are not negatively impacted by other activities. Participation by an employee in the event must be cleared with the employee's supervisor in advance. Participating employees are responsible for the child



(or children) and will accompany the child (or children) in the workplace. School age children are allowed to participate during the regularly scheduled work day of the employee.

### **Pets in the Workplace**

Employees are responsible for their pets and must accompany them when they are in the workplace. Pets are allowed but on an occasional basis and must not disrupt the work environment.

## **Communications**

### **Port Office Telephone, Cellular Telephone and Wireless Communication Device Use**

Port telephones (office and cellular) are to be used for Port business in serving the interests of our customers and in the course of normal Port operations. On occasion, we recognize that infrequent personal calls may be necessary, but should be limited to emergencies or essential personal business, kept brief and every effort made to restrict them to your breaks and/or lunch period.

Improper use of a Port cellular telephone while driving Port vehicles or operating Port equipment is a violation of this policy and may result in disciplinary action, up to and including termination.

### **Personal Cellular Telephone/Texting/Email Use**

The Port is aware that employees utilize their personal cellular telephones for phone calls, email and texting functions. At the same time, cellular telephones are a distraction in the workplace. To ensure the effectiveness of the Port workforce, personal use should be limited to your breaks and lunch periods.

Personal cellular telephone use while driving Port vehicles or operating Port equipment is a violation of this policy and may result in disciplinary action, up to and including termination.

### **E-Mail Use**

The Port encourages employees to utilize the E-Mail system as a method of increasing employee productivity, thereby improving overall capabilities of the Port to serve its customers.

Electronic records, including E-Mail messages are public records under Oregon disclosure laws governing preservation and destruction of public records. All employees are required to assure compliance with these laws in their use of the E-Mail system.

Because the Port owns its electronic computing system and all of the records that are transmitted and maintained on it, all E-Mail files are regarded as official Port business records and none can be considered the private property of employees. **Employees should have no expectation of privacy with respect to any E-Mail communications, cellular telephone records, text message records and saved office voicemails.** All E-Mail records are subject to review and disclosure by supervisory or other personnel, at any time and without prior notice, to assure compliance with State law and this policy. E-mails may be releasable to the public and are subject to discovery proceedings in legal

actions. Consequently, the Port's E-Mail system is not the appropriate forum for any discussion of confidential or personal issues.

Employees are accountable for their use of E-Mail just as they are for other conduct and communications at the workplace. The Port will view the propriety or impropriety of any communication on the basis of how it would have been perceived and dealt with had it been conducted in person, by phone or "paper" communication.

Employees are prohibited from sending messages or possessing materials, which would generally be considered inappropriate in the workplace. This includes any material of a sexual nature, such as jokes, posters, pictures or sexual communications.

Communications, which would be inappropriate under other policies – sexual harassment, racial comments, religious or political solicitations, insubordination, breaches of confidentiality and so forth – are equally unacceptable when delivered by E-Mail communication.

The following guidelines can help in developing effective E-mail communications:

- **Limit their use** to official business.
- **Respond promptly** to messages.
- **Know Your Audience** - Be aware of the culture and conventions of your E-Mail recipients. Communication - and especially E-Mail conventions - may vary between groups. Remember, different users have different levels of experience with technology applications like E-Mail. Be patient and supportive with new users.
- **Proofread** - Spelling and grammar mistakes can be just as distracting in an E-Mail message as they are in written communications. Take time to proofread your messages, especially messages that are used to communicate or document Port business.
- **Keep Messages Brief and to the Point** - Make your messages "concise," not cryptic. Shorter paragraphs have more impact and are more likely to be read.
- **Don't Over-Distribute E-Mail** - Every message you send creates work for someone else who must read, consider and deal with the message.
- **Respect the Privacy Rights of Others** - Do not invade privacy by forwarding or distributing messages without permission or reading other people's mail. If you receive someone else's mail by mistake, use the same consideration you would with traditional mail. Inform the appropriate party and see that the mail is returned.
- **Separate Opinion from Non-Opinion** - So that readers do not confuse personal opinion with Port policy or position, use labels and explanatory notes to distinguish opinion from fact. If necessary, include a brief disclaimer.
- **Label Messages that are meant to be Humorous and be Careful with Sarcasm** - Use established conventions or explanatory notes to alert the recipient that a message is meant to be taken humorously. Facial expressions, voice inflection and other cues that help recipients to interpret a message are absent from E-Mail. You cannot always control when and in what context a message will be read. It might be read at the wrong time or by the wrong party. The reader might not understand your intention.

- **Avoid Sending E-Mail in Anger or as an Emotional Response** - Do not be hasty. If a message or posting generates negative feelings, set it aside and reread it later.
- **Be Careful What You Say about Yourself and Others** - As a rule, do not commit anything to E-Mail that you wouldn't want to become public knowledge. Think twice before posting personal information about yourself or others.
- **Remember, E-Mail Privacy is an Illusion** - Assume that your message could be around for a long time. It is easy to copy, store, resurrect and forward anything you write in E-Mail.
- **Do Not Send Abusive, Harassing or Bigoted Messages** - You and the Port can be held liable for the misdeeds of its users.

### Internet Use

Access to the Internet via Port resources is intended to facilitate the effective and efficient use of Port employees' time and effort. To that end, this use cannot disrupt or interfere with the work of other network users, adversely affect operation of the Internet or the Port's own internal network or misrepresent the interest of the Port.

All use of the Internet via Port resources must comply with applicable laws and policies (federal, state and local laws, in addition to Port policies), such as federal, state and local laws and Port policy with respect to sexual harassment. Internet access via Port resources, therefore, must not be used for illegal purposes.

The safety and security of the Port's network and resources must be considered when using the Internet. Individual users should use caution and some skepticism when downloading resources from the Internet.

There is a wide variety of information on the Internet. Some individuals may find some information on the Internet offensive or otherwise objectionable. Individual users should be aware that the Port has no control over and, therefore, cannot be responsible for the content of information available on the Internet.

Individual users must be aware of and attempt to prevent potential Port liability in their use of the Internet. For that reason, all outgoing messages that do not reflect the official position of the Port and must include the following disclaimer: "The opinions expressed here are my own and do not represent those of the Port of Hood River."

Resources, which involve executable or binary files, must not be downloaded without being properly scanned for viruses. Resources, which are not used for a clear Port purpose, must not be accessed or downloaded. Resources of any kind, for which there is a fee, must not be accessed or downloaded without prior approval of a supervisor.

Port employees have no right to expect that Internet access is private. The Port has the right to monitor and record all accesses to any web site or news group from any Port computer at any time and does so without notice. The Port may use this information in disciplinary actions, up to and including termination, or other legal proceedings. Records on the Internet are public records. As such, they are subject to the same rules for public

inspection and retention as all other Port records.

Use of the Internet by employees of the Port shall support education and research that is consistent with the mission and work of the employee's position with the Port. Use will be in accordance with the Port's policy on standards of conduct including the following:

1. Maintain the integrity of files and data. Do not modify or copy files/data of other users without their consent.
2. Treat information created by others as the private property of the creator. Respect copyrights.
3. Use the network in a way that does not disrupt its use by others.
4. Do not use the Internet to access or process pornographic or otherwise inappropriate material.
5. Do not use the Internet for commercial purposes.

If it is determined that an authorized user is engaged in unauthorized activity or is violating this code of conduct, the Port reserves the right to discontinue the user's privilege of using the Internet and take appropriate disciplinary action.

### **Software and Hardware Use**

Port employees should have no expectation of privacy or right of privacy in any personal record, file or document that resides on the Port network system or on a Port computer used by employees. Any record, file or document under any format (file) that resides on a Port system or on a Port computer is subject to review by Port staff at any time regardless of the nature of the file or where the file was created. The Port IT consultant must be provided the password for any files that are password protected on the Port network system.

The following defines the Port's policy on Use of Personal Computer Software and Hardware:

1. The Port licenses the use of computer software from a variety of outside companies. The Port does not own this software or its related documentation and unless authorized by the software developer, does not have the right to reproduce it except for backup purposes.
2. With regard to client/server and network applications, Port employees shall use the software only in accordance with the license agreements.
3. Port employees shall not download or upload unauthorized software over the Internet.
4. District employees learning of any misuse of software or related documentation with the Port shall notify the Chief Financial Officer or the Executive Director.
5. According to applicable copyright law, persons involved in the illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. The Port does not condone the illegal duplication of software. Port employees who make, acquire, or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such

discipline may include termination.

6. Do not destroy, modify or abuse the hardware or software in anyway.
7. Do not develop or pass on programs that harass other users or infiltrate a computer or computing system and/or damage the software components of a computer or computing system, such as viruses, worms, "chain" messages, global mailings, ResEdit., etc. Do not "hack" the system.

Any doubts or questions concerning whether any employee may copy or use a given software program should be raised with the Chief Financial Officer or the IT consultant before proceeding.

## Corrective Action

Groups of people who are working together for any purpose require certain guidelines pertaining to their conduct and relationships. Accordingly, our employees must be aware of their responsibilities to the Port and to coworkers.

We strive to take a constructive approach to corrective action matters to ensure that actions, which would interfere with operations or an employee's job, are not continued.

The Port generally uses the following corrective action steps: (1) oral reprimand; (2) written reprimand; (3) suspension without pay; and (4) discharge. However, where warranted by the nature of the offense of the particular circumstances, the Port, in its discretion, may initiate discipline at an "advance step" of the corrective action process or implement other disciplinary measures (i.e., demotion, coaching,) as determined appropriate by the Port. In addition, counseling and special evaluations may be part of the discipline process, as the Port in its sole discretion deems appropriate.

The Port retains its right to take into consideration the circumstances of the event and the performance and work history of the employee in determining what employment action will take place on a case-by-case basis. The Port in its discretion may deviate from the preceding guidelines where it deems appropriate or necessary to do so under the circumstances. In all matters of any corrective action, the Port reserves complete discretion except as limited by law. In all disputes, investigations or matters of controversy, the Port's determination of the facts, made in good faith, will be conclusive. The Port reserves the right to interpret these policies as situations arise and its interpretation, made in good faith, shall be conclusive.

Violations of our standards will result in corrective action, up to and including termination. In arriving at a decision for proper corrective action, the Port will consider the relevant factors, including the seriousness of the infraction, the past record of the employee and other surrounding circumstances.

Although there is no way to identify every possible violation of standards of conduct, the following is a partial list of infractions, which may result in disciplinary action:

1. Falsifying employment application, timecard, or personnel or other Port



- documents or records and general acts of dishonesty
2. Unauthorized use, removal or destruction of Port or employee property
  3. Gambling, carrying weapons or explosives, or violating criminal laws on Port premises
  4. Sexual harassment or harassment based upon employee's membership in any protected class
  5. Fighting, throwing things, horseplay, practical jokes or other disorderly conduct
  6. Engaging in acts of fraud or sabotage
  7. Threatening, intimidating, coercing, using abusive or vulgar language or interfering with the performance of other employees
  8. Excessive absenteeism or lateness
  9. Any violation of drug and/or alcohol policy, including possession, sale or use of intoxicants or illegal drugs on Port premises, the Port vehicles or while on Port business
  10. Insubordination or refusal to comply with legitimate instructions or failure to perform reasonable duties, which are assigned
  11. Violation of safety rules or failure to follow safety procedures
  12. Damaging or destroying Port property due to careless or willful acts
  13. Performance, which in the Port's opinion, does not meet the requirements of the position
  14. Engaging in such other practices as the Port determines may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of the Port, its employees or customers
  15. Violations of Port communication standards
  16. Inability or unwillingness to get along with other employees
  17. Failure to safeguard Port assets
  18. Violation of any Port rule, policy or practice whether written or unwritten

This list is intended to be representative of the types of activities, which may result in disciplinary action. It is not intended to be comprehensive and does not alter the employment-at-will relationship between the employee and the Port.

We believe our policies and expectations are clear. If, however, you have any questions concerning the application or intent of these policies, please consult your supervisor. Your cooperation in observing our work standards and expectations will make corrective action unnecessary.

### **Search of Property: Port and Private**

For the safety of the employees and/or the welfare of the Port, it is the policy of the Port, when deemed necessary by management, for authorized persons to search and inspect both Port property and personal items brought onto Port property, which includes owned or leased facilities, surrounding grounds and parking areas. Refusal to cooperate in a search, inspection or investigation will result in a disciplinary action, up to and including

termination.

All Port property is eligible for search and shall include but is not limited to: individual lockers, desks, filing cabinets and computers. Personal property brought onto Port grounds is eligible to be searched and shall include but is not limited to: pockets, purses/wallets, briefcases, cars/trucks, lunch boxes, toolboxes, shopping bags/boxes and coats. *Employees should have no reasonable expectation of privacy as to the Port's premises and/or any property brought thereupon.*

The decision to search, under most conditions, will involve the Executive Director or Chief Financial Officer or department manager. The Executive Director or Chief Financial Officer will determine the reasonableness of a search or inspection. Whenever possible, a minimum of three personnel will be required to conduct the search; two to conduct the search and one to document and record the inventory and event. One of the people observing the search must be of the same gender as the person whose belongings are being searched.

Documentation will include the following:

1. Why the search was conducted (observed events, seriousness of the offense, and reliability of the source)
2. Who was involved
3. Where was the search conducted?
4. Date and time of the search
5. What, if anything, was found
6. What actions were taken with the person involved
7. What final instructions were given to the employee

The Executive Director or Chief Financial Officer will immediately report to the appropriate authorities any illegal items that are found and document such notification.

## **SECTION 6 PORT SAFETY AND HEALTH**



## Port Safety and Health Overview

The Port strives to provide safe working conditions for our employees. We observe the safety laws of the government within whose jurisdiction we operate. No one will knowingly be required to work in any unsafe manner. Safety is every employee's responsibility, and all employees are expected to do everything reasonable and necessary to keep the Port a safe place to work.

### Fires and Emergencies

IN CASE OF EMERGENCY, DIAL 911. Exits, fire extinguishers and first aid kits are located throughout the Port office buildings. An Automated External Defibrillator (AED) unit is located in the copier room. We also have volunteers trained in cardio-pulmonary resuscitation (CPR), AED and first aid. Exits and areas around fire extinguishers must be kept clear at all times.

### Accidents

No matter how insignificant a workplace injury or accident may seem when it occurs, notify your supervisor immediately and complete the appropriate accident report. In addition, in the event of a time loss accident or accident requiring medical treatment, make sure the Executive Director is notified immediately. Employees who fail to report an injury or accident as required herein shall be subject to corrective action up to and including termination.

### Safety Program

Safety rules are contained in the adopted Safety Policy and Procedures Manual (a copy of which is located in each department), and you are responsible to become familiar with them and observe them at all times. Each employee, upon hire, will go through a Safety Orientation that will identify and provide information and training on all safety related issues for their position and the environments they will work in.

# HANDBOOK RECEIPT AND ACKNOWLEDGEMENT

## **HANDBOOK RECEIPT AND ACKNOWLEDGEMENT**

I acknowledge that I have received copy # \_\_\_\_\_ of the Port of Hood River (Port) Employee Handbook and have read and understand the Port Employee Handbook. If I have any questions, I understand that it is my responsibility to inquire about it. I understand that neither spoken nor written representations, including this Handbook, create any expressed or implied contract of employment between the Port and me. I agree that my employment is voluntary or at-will so that I have the right to terminate my employment at any time for any reason and that the Port has the same right.

I understand that the provisions of the Handbook may be amended or be revised at any time, without notice, at the Port's discretion, but that the Port will do its best to address me of any changes. Further, I understand this Handbook is not an exhaustive statement of Port rules, policies or procedures.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

## INDEX

### A

Absence Without Notice, 47  
Accidents, 61  
ADD Coverage, 35  
Additional Compensation, 30  
Alcohol Policy, 49  
Attendance Standards, 47  
Automatic Bank Deposit, 44

### B

Bereavement Leave, 39  
Boots, 44  
Bulletin Boards, 21

### C

Career Development, 26  
Cellular Telephone Use, 53  
Changes in Leave Status, 41  
Changes in Policy, 16  
Charitable Activities, 52  
Children in the Workplace, 52  
COBRA, 34  
Code of Ethics, 14  
Communications, 21  
Compensation Plan, 29  
Compensatory Time, 30  
Complaint Handling, 23  
Confidentiality, 24  
Corrective Action, 46, 57

### D

Deferred Compensation, 35  
Dental, 34  
Dispute Resolution, 23  
Diversity Opportunity, 18  
Dress & Personal Appearance, 51  
Drugs Policy, 49

### E

Education & Training Assistance Programs, 42  
E-Mail Use, 53  
Emergency Notification System, 49  
Emergency Pay Advances, 32  
Employee Assistance Program (EAP), 42  
Employee Handbook Overview, 15  
Employee Performance Review, 26  
Employment Definitions, 15  
Employment Relationship, 15  
Equal Employment, 21

Exempt Employees, 31  
External Sources of Violence, Workplace Violence, 20

## F

40-Hour Workweek Time Options, 47  
Family Medical Leaves of Absence (FMLA), 40  
Fire & Emergencies, 61  
Flexible Spending Accounts, 35  
Floating Holiday, 37

## H

Harassment, 18  
Hardware Use, 56  
History of the Port, 5  
Holidays, 36  
Hours of Work, 29

## I

Inclement Weather Attendance, 47-48  
Inclement Weather Notification System, 49  
Insurance Overview, 34  
Internet Use, 56

## J

Job Posting, 27  
Jury Duty Leave, 39

## L

Leave Donation Program, 41  
Leaves of Absence, 37  
Leaving the Port, 27  
Life Insurance Coverage, 35  
LTD Coverage, 34  
Lunch Periods, 29

## M

Management Communications, 45  
Medical, 34  
Military Leave, 39  
Mission, 14

## N

Non-exempt Employees, 30

## O

Office Telephone Use, 53  
On-Call Compensation, 30  
Open Door Policy, 24  
Overtime Pay, 30

**P**

Paid Leave Benefit, 30  
Pay Period & Paydays, 32  
Payroll Deductions & Documents, 32  
Performance Management, 26  
Personal & Professional Conduct, 27  
Personal Cellular Telephone/Texting/Email Use, 53  
Personal Leave, 41  
Personnel Policies, 17  
Personnel Records, 25  
Pets in the Workplace, 53  
Position Descriptions, 25  
Pregnancy Disability Leave, 41  
Prohibited Conduct, Workplace Violence, 20  
Public Employees Retirement System (PERS), 35

**R**

Rain Gear, 44  
Reporting, Workplace Violence, 21  
Rest Periods, 29  
Retirement, 35

**S**

Safety Measures, 20  
Safety Program, 61  
Search of Property, 59  
Sexual Harassment, 18  
Sick Leave, 37  
Smoking, 51  
Software Use, 56  
State Unemployment Insurance, 42  
Subpoenas, 25  
Suggestions, 24  
Supplemental Insurance, 34

**T**

Time Recording, 31  
Travel & Subsistence, 42

**U**

Uniform Policy, 52

**V**

Vacations, 35  
Values, 14  
Vision, 14  
Vision Insurance, 34

**W**

Wastewater Specialist Certification Program, 42

Whistle Blower Protection, 21

Wireless Communication Device Use, 53

Workers' Compensation, 42

Workplace Violence, 20

Workweek, 31

## OTHER ADOPTED PORT PLANS/POLICIES

- 1 – Classification Ranges & Position Table and Organization Chart
- 2 – Compensation Plan
- 3 – Reimbursable Expense & Travel Advance Procedures
- 4 – Purchasing Contract Rules and Policy
- 5 – Whistleblower Policy