

PORT OF COLUMBIA COUNTY
34090 SKYWAY DR, SCAPPOOSE, OR 97056
AUGUST 9, 2023
COMMISSION MEETING
6:00 P.M.

SOCIAL HOUR OPEN TO THE PUBLIC: 4:30 – 6:00 PM

The Port of Columbia County Commission Meeting will be in person.

Due to the location of this meeting lacking internet connectivity, we will remain in compliance with state law by providing telephone access. Future meetings at the Port offices in Columbia City will be accessible by Zoom.

Members of the public who want to attend the meeting electronically should do so by:

Call-In: 717-275-8940

Code: 873 1168

I. CALL MEETING TO ORDER (President, Robert Keyser)

A. Flag Salute

B. Roll Call

II. ADDITIONS TO AGENDA

III. CONSENT AGENDA (The Board has agreed to implement a Consent Agenda. Implementation of the Consent Agenda means that all items marked with an asterisk (*) are adopted by a single motion unless a Member of the Board requests that such item be removed from the Consent Agenda and voted upon separately. Generally, Consent Agenda items are routine in nature and enable the Board to focus on other matters on the agenda.)

A.* Approval of Minutes; July 12, 2023

IV. COMMENTS FROM VISITORS (Limited to 2 min. per person unless prior authorization is obtained)

V. OLD BUSINESS

A. Dredging Project Update **MH**

B. Marina Improvement Project Update **MH**

C. Airport Update **AB**

NO PENDING TTF APPLICATIONS AT THIS TIME

D. Fixed Based Operator (FBO) Update **Betsy Johnson**

E. Lignetics Update **SPC**

F. Resolution 2023-17 **EM & AB**

A RESOLUTION ESTABLISHING MOORAGE RATES AT THE SCAPPOOSE BAY MARINE PARK, AND REPEALING RESOLUTION 2021-14

G. Resolution 2023-21 **EM & AB**

A RESOLUTION ESTABLISHING HANGAR AND TIE-DOWN FEES AT THE SCAPPOOSE AIRPORT, AND REPEALING RESOLUTION 2021-16

VI. NEW BUSINESS

A. Ordinance 2023-01 (Second Reading)** **RLS**

AN ORDINANCE AMENDING ORDINANCE 2005-01 REGARDING PROCEDURES FOR PUBLIC CONTRACTING TO ALLOW DISPOSITION OF PERSONAL PROPERTY WITH MINIMAL TO NO VALUE

B. Ordinance 2023-02 (First Reading)** **RLS**

AN ORDINANCE AMENDING PORT PUBLIC CONTRACTING RULES REGARDING PERSONAL SERVICES CONTRACTS

C. Resolution 2023-20 **GG**

A RESOLUTION INCREASING THE EXECUTIVE DIRECTOR'S SPENDING AUTHORITY FROM \$25,000 TO \$100,000

D. Resolution 2023-22 **MH**

A RESOLUTION APPROVING THE SELECTION OF USA ROOFING and WATERPROOFING, LLC., FOR SCAPPOOSE AIRPORT HANGAR A AND HANGAR B ROOFING PROJECT

E. Electric Vehicle Charging Stations at Marina (Discussion Only) **LT**

F. Annex of Port Shop Property **MH**

VII. EXECUTIVE DIRECTOR'S REPORT

VIII. COMMISSIONER REPORTS

IX. ADJOURNMENT

Pursuant to ORS 192.640 (1) the Port of Columbia County Board of Commissioners reserves the right to consider and discuss, in either Open Session or Executive Session, additional subjects which may arise after the agenda is published

Next Regularly Scheduled Meetings

September 13th Comm. Mtg at 8:30 a.m.

Upcoming Events

September 5th at 5:30 p.m. SBM Adv. Com. Mtg

September 25th at 5:00 p.m. SA Adv. Com. Mtg

September 25th at 11:30 a.m. Ag. Information Com. Mtg

**** Copies available at the Port Office.**

Agenda times and order of items listed are estimated and are subject to change without notice. This facility is ADA accessible. If you need special accommodation, please contact the Port office at (503) 397-2888 or TTY (800) 735-1232, at least 48 hours before the meeting.

PORT OF COLUMBIA COUNTY
JULY 12, 2023
COLUMBIA CITY, OREGON 97018

The Port of Columbia County held a Board meeting at 8:30 a.m. on Wednesday, June 12, 2023, at the Port office, 100 E Street, Columbia City, Oregon, and via Zoom video conferencing, with the following present:

Commissioners

Robert Keyser	President
Chip Bubl	Secretary
Nick Sorber	Treasurer
Brian Fawcett	Vice President
Nancy Ward	2nd Vice President

Guests

Alta Lynch - Zoom
Natasha Parvey NEXT
Jasmine Lillich - Zoom
Carroll Sweet - Zoom
Paul Vogel - Zoom
Doug Bean - Zoom
Brady Preheim
Jan Schollenberger
Finos Lunsford

Staff

Sean P Clark	Executive Director
Robert Salisbury	Port General Counsel
Bob Gadotti	Executive Finance Mgr. (Ret.)
Miriam House	Operations Mgr.
Elliot Levin	N. County Terminal Mgr.
Brittany Scott	Exec. Assistant
Elizabeth Millager	Operations Coordinator
Guy Glenn, Jr.	Executive Finance Manager
Sydell Cotton- Zoom	Acct. & Payroll Specialist
Amy Bynum	Real Est. & Bus. Dev. Mgr.
Lacey Tolles	Data Res. & Projects Spec.
Susie Tolleshaug – Zoom	Administrative Assistant
Gina Sisco	External Affairs Mgr.

President Robert Keyser called the Port of Columbia County Commission Meeting to order at 8:30 a.m.

Oath of Office

Robert Salisbury, Port General Counsel, asked Commissioner-Elect Nick Sorber, Commissioner Nancy Ward, and Commissioner Chip Bubl to stand, raise their right hand and repeat the Oath, and be sworn into Office.

Election of Officers

Nancy Ward moved to nominate Chip Bubl for President. Brian Fawcett moved to nominate Robert Keyser for President. There being no further nominations, Robert Keyser called for a vote. Brian Fawcett, Nick Sorber, and Robert Keyser voted in favor of Robert Keyser for President. Nancy Ward and Chip Bubl voted in favor of Chip Bubl for President. Robert Keyser was elected President.

Robert Keyser moved to nominate Brian Fawcett for Vice President. Nancy Ward moved to nominate Chip Bubl for Vice President. There being no further nominations, Robert Keyser called for a vote. Brian Fawcett, Nick Sorber, and Robert Keyser voted in favor of Brian Fawcett for Vice President. Nancy Ward and Chip Bubl voted in favor of Chip Bubl for Vice President. Brian Fawcett was elected Vice President.

Brian Fawcett moved to nominate Nick Sorber for Treasurer. Nancy Ward moved to nominate Chip Bubl for Treasurer. There being no further nominations, Robert Keyser called for a vote. Nick Sorber, Brian Fawcett and Robert Keyser voted in favor of Nick Sorber for Treasurer. Nancy Ward and Chip Buble voted in favor of Chip Bubl for Treasurer. Nick Sorber was elected Treasurer.

Nancy Ward moved to nominate Chip Bubl for Secretary. There being no further nominations, Robert Keyser called for a vote. The vote was unanimous. Chip Bubl was elected Secretary.

Robert Keyser moved to nominate Nancy Ward for 2nd Vice President. There being no further nominations, Robert Keyser called for a vote. The vote was unanimous. Nancy Ward was elected 2nd Vice President.

Committee Assignments

Sean Clark encouraged the Commissioners to let him know about the committees they would like to be involved in. Mr. Clark pointed out that geographic proximity is an important consideration for participation. Mr. Clark will reach out to each of the Commissioners to better understand which committees they are interested in. Chip Bubl asked if the Commissioners could just email their selections to Mr. Clark. Mr. Clark indicated they could.

Additions To the Agenda

Robert Keyser asked the Commission if there were any changes to the agenda. There were none.

Consent Agenda

Brian Fawcett moved; Chip Bubl seconded a motion to adopt the consent agenda items A, B & C; June 14th minutes, Financial Reports, and approval of June 2023 Check Register (A) in the amount of \$346,823.24. The motion carried unanimously.

Brian Fawcett moved; Nick Sorber seconded a motion to adopt consent agenda item D; approval of June 2023 Check Register (B) in the amount of \$1,074.92. Robert Keyser abstained from voting, declaring a potential conflict of interest. The motion carried.

Comments From Visitors

Jan Schollenberger stated she is a neighbor who lives on 1st Street in Columbia City and is here in front of the Port Commission because of the problems the neighborhood experiences with the plant operated by Lignetics on Port property. She explained that Lignetics has been releasing particulate matter into the neighborhood, south of the plant, since 2019. Some of Ms. Schollenberger's neighbors have been here longer and have experienced all kinds of hardships due to the plant's activities. Ms. Schollenberger mentioned she thinks the Port shares responsibility since the Port is the property owner, and believes the Port has minimum requirements and rules that should be applied. Ms. Schollenberger would like the Port to take a serious look at the activities at the plant and see what the Port can do. Chip Bubl asked if Ms. Schollenberger had contacted DEQ. Ms. Schollenberger stated she believed DEQ Air Permit should come up for review in September 2023. Mr. Bubl asked Ms. Schollenberger to send all of the materials to Sean Clark so the Port can review them and respond appropriately.

Brady Preheim stated that it is ridiculous to have public comment after the Election of Officers. Mr. Preheim informed the Commission of his negative thoughts about how the Election of Officers was done, and he also expressed his concerns about the Executive Director's Salary.

Jasmine Lillich gave an update regarding the Columbia County Planning Commission Hearing on June 26, 2023, regarding the proposed modifications for the NEXT Project. Ms. Lillich thanked the Port for their support in the Agriculture Information Committee Meetings. She said there are a lot of great things happening in those meetings.

Carroll Sweet commented that she is sympathetic to the Columbia City neighbors dealing with the dust at their homes and thinks the Port needs to take this into deep consideration. Ms. Sweet also thinks Chip Bubl should have been elected President.

Finos Lunsford came to express his feelings about the sawdust from Lignetics. Mr. Lunsford has lived in Columbia City at his address since 1976. Mr. Lunsford is here because the Port is the landlord for Lignetics and said it is time to do something and correct the situation. Mr. Lunsford would like to file a formal complaint. Mr. Lunsford mentioned they have thought about hiring an attorney. Nancy Ward said he shouldn't have to hire an attorney. Mr. Lunsford thanked her. Ms. Ward stated that the Port will investigate this issue. Chip Bubl asked when the DEQ was out last. Mr. Lunsford said it had been a year, but he had not heard anything back from them. Robert Keyser stated the staff will be reaching out to Mr. Lunsford to set up a meeting to discuss this further. Sean Clark stated that this issue will be at the top of his priority list.

Old Business

Dredging Project Update

Miriam House updated the Commission that the Port was awarded a grant from the Oregon State Marine Board (OSMB) to fund 25% of the proposed dredging project cost. The Port was awarded \$485,000 from OSMB, based on the current project cost estimate of \$1.9M. The Port also received an email from the Portland Sediment Evaluation Team (PSET) saying they are close to approving the Sediment Analysis Plan. Chip Bubl asked if Ms. House had seen any of the results from the sediment survey. Ms. House replied that nothing was approved. Mr. Bubl asked if Ms. House knew how bad the situation would be in terms of disposal, and she did not have any information to confirm at the time. Nick Sorber asked if there were plans to dredge on the inside of the main pier of the dock. Ms. House said the current plan is to dredge the entire interior of the Marina as well as the kayak area. Robert Salisbury asked how the \$485,000 would be disbursed and Ms. House indicated it would be on a reimbursement basis.

Marina Improvement Project Update

Miriam House updated the Commission that the Port also received another grant in the amount of \$407,000 from the Oregon State Marine Board (OSMB) for the marina improvement project. OSMB and the Port will each contribute \$407,000 towards the project (the grant being 50% of the estimated project cost). Ms. House said they were very pleased and grateful for the OSMB grant funding. Ms. House stated Lacey Tolles will continue to pursue and apply for other types of grant funding. The Commission was pleased with all the grant funding secured by Port staff. Ms. House stated there won't be any forward momentum on the upland Marina Improvement Project until the engineering plans are completed. The Port anticipates submitting the plans to the County in September and sending the RFPs out in October, which will aid in determining the best time to do the upland portion of the project.

Airport Use Permit Update

Amy Bynum updated the Commission regarding the ongoing grant from the Oregon Department of Aviation for emergency generators. She anticipates starting the bidding process before September. The Port has also asked for an extension on the grant with reasonable certainty it will be approved since it is common for other airports to secure extensions like this. The Port has submitted a request to the Federal Aviation Administration (FAA) for the Runway Rehab and the West Side Pavement Maintenance grants also. The next scheduled Airport Advisory Committee meeting is July 31st. She explained that both Commissioner Ward and Bubl, along with Sean Clark and Lacey Tolles, went on a tour of the Aurora Airport with Aron Faegre. Ms. Bynum mentioned it was amazing to study the Through-The-Fence (TTF) commercial opportunities at their airport. They were introduced to Mr. Faegre by Ed Freeman. Mr. Keyser asked if there has been continued outreach to Transwestern. Ms. Bynum responded yes, Port staff and Transwestern have been meeting regularly and it has been very productive. Ms. Bynum also mentioned she requested one hundred extra copies of the Port newsletter to mail to all the T-hanger tenants with their invoices. Mr. Keyser proposed having the next commission meeting on August 9th at the Airport with a social hour an hour before the meeting. Nancy Ward asked if the Commission is going to have a second monthly meeting or asked if they had been eliminated. Mr. Keyser said we will have one if we need a second meeting. Ms. Ward suggested having this airport meeting as our second meeting. Mr. Keyser stated that was an excellent suggestion. Mr. Clark mentioned that there will be a Strategic Business Planning Kick-off meeting to update the Commissioners in August. Brian Fawcett asked if the strategic business plan kick-off could possibly be our second meeting in August. Mr. Clark stated it could potentially be, and he would need to confirm with the Commissioners. Mr. Bubl asked if it could be the second meeting in July. Nick Sorber said he would be available on August 9th and Mr. Fawcett replied that he would be available as well. Mr. Keyser asked if the August 9 meeting date had been discussed with the Advisory Committee. Ms. Bynum said she mentioned it to Keith Forsyth (Airport Advisory Committee Chair). Mr. Keyser suggested having the social hour at 4:30 PM and the meeting at 6:00 PM on August 9th.

New Business

Code of Ethics Acknowledgement

Robert Salisbury gave a PowerPoint presentation as part of the Commissioner's Annual State of Oregon Code of Ethics Acknowledgment. Commissioners Nick Sorber, Nancy Ward, Robert Keyser, Brian Fawcett, and Chip Bubl each acknowledged receipt and review of the Code of Ethics Acknowledgment form and ORS 244.020. Nancy Ward asked that all Commissioners be informed on the topics for Executive Session, not just the President. All the Commissioners were in agreement.

Ordinance 2023-01 (First Reading)

Robert Salisbury informed the Commission the Ordinance was on the agenda last month and the Commission asked to amend the language. Mr. Salisbury said the only change is that the disposal of property with minimum to no value must also be approved by the Executive Director. Mr. Salisbury mentioned this is up for the first reading. The second reading of the Ordinance will be at the August 9th Commission meeting.

Personnel Policies – Paid Leave Oregon

Robert Salisbury advised the Commission that he included a brochure in the packet about Paid Leave Oregon, which applies to the birth or adoption of a child, serious illness for an employee or a loved one, and sexual assault, violence, harassment, or stalking. The program starts on September 3, 2023. Currently, the employees of the Port are contributing to the program, the Port itself is not contributing to the program. The Port would be required to contribute to the program if they had 25 employees or more. Port employees over a certain salary taking family leave through the new program would be paid 70% of their salary during that 12-week period. Mr.

Salisbury asked if the Port Commission would consider a proposal to contribute to the remaining 30% to make the Port employees' salaries whole. Brian Fawcett, Nick Sorber, and Nancy Ward all agreed that the Port should contribute the other 30% to the paid leave. The motion carried unanimously.

Executive Director's Report

Provided and read by Sean Clark. The Report is on file at the Port Office.

Commissioner Reports

Chip Bubl said he went on the trip to the Aurora Airport, and it was awe-inspiring as to what they were able to accomplish economically. The Aurora Airport developed a system of reviewing the economic impacts of Through-The-Fence (TTF) agreements. Mr. Bubl also attended the City-County dinner and said it was informative.

Brian Fawcett said he agrees public comment should come before the Election of Officers next year. Mr. Fawcett also said the dust issue at Lignetics should be a high priority; it is a livability issue that should be prioritized. Mr. Fawcett welcomed Nick Sorber to the Port Commission.

Nick Sorber mentioned he attended the same City-County dinner as Chip Bubl, Nancy Ward, and Sean Clark and found it very informative as well. Mr. Sorber is looking forward to working with the staff and getting up to speed.

Nancy Ward welcomed Nick Sorber to the Commission. Ms. Ward mentioned that she appreciated the Ethics presentation by Mr. Salisbury today. She commented on the staff as a whole and remarked that the presentations and information the Port staff are giving to the Commission have risen way above the bar and are much appreciated. Ms. Ward stated that appearances matter and this is why she is disappointed with the process regarding the election of officers. She went on to say that everyone on the Commission is capable of being President. Ms. Ward felt that the election of the President was orchestrated to deny Chip Bubl an opportunity to become President. Ms. Ward suggested the Commission rotate the position of President. Ms. Ward further reported that it had been a busy month, including the PNWA Summer Conference at the Port of Everett, which she said was impressive. In addition to their marina, they have a retail business and industrial tenants. They do it all and do it really well. They also visited the Port of Skagit and met with their very helpful and friendly staff. She was also impressed with how the Port of Skagit helps the agriculture industry. Ms. Ward mentioned she had no idea what to expect going to the Aurora Airport, which includes a helicopter firefighting company. Ms. Ward said the trip was productive and gave her a lot of ideas to think about.

Robert Keyser wanted to first address the officer election issue. Mr. Keyser said he has been on the Port Commission for a little over 20 years, and the officer elections have always been done the same way. Mr. Keyser thinks rotating may not be a bad plan. Brian Fawcett mentioned he supports rotating positions as well. Mr. Keyser said he stepped outside to speak to the people who made public comments about Lignetics to ask them to call in advance and be included on the agenda. Mr. Bubl thought the issue had been solved some years ago. He was unaware there was this level of concern. Mr. Keyser mentioned there will be some transportation issues in North County for the next few weeks due to the Lewis and Clark Bridge being closed for 8 days starting Sunday. Mr. Keyser welcomed Nick Sorber and congratulated Robert Gadotti on his retirement.

Executive Session

The Board held an executive session to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed pursuant to ORS 192.660(2)(h) and to review and evaluate the job performance of the Port Executive Director pursuant to ORS 192.660(2)(i).

THE COMMISSION RETURNED TO REGULAR SESSION.

Executive Director's Salary

Robert Gadotti presented a summary of comparable salaries including comparable Executive Director positions at other Ports in Oregon. Salaries for the Executive Director's position from the Port of Tillamook, Port of Astoria, Port of Hood River, and Port of Newport were all reviewed. Mr. Gadotti said this comparison had been used to propose Sean Clark's salary for the Executive Director's position in the 2023-2024 fiscal year. Mr. Gadotti recommended a salary of \$189,000 for the position and confirmed this amount was included in the budget, factoring in this comparable information. Nick Sorber suggested taking the median of the four comparable Ports in Oregon. Taking the average of those four comparable Ports equals a salary of \$189,093.25. Ms. Ward asked if Mr. Gadotti knew how the other Ports arrive at the salaries they have. Brian Fawcett stated he thinks each

Commission for those organizations determines what they felt the value of the position was. Mr. Gadotti said the Port is using the comparison as a guide to help the Commission determine what Mr. Clark's salary should be because it is less than the salaries other comparable ports are paying for the Executive Director position. Mr. Fawcett said to be able to retain somebody in a competitive market is another reason to justify the salaries. Mr. Fawcett indicated the value of the position and believes Mr. Clark is underpaid. Mr. Gadotti said the Port should look at the industry for comparable salaries. Nick Sorber stated that this is a unique field since it is not a typical CEO position. Mr. Fawcett mentioned this process seems reasonable and correct to him and he supports the salary increase. Ms. Ward also supports the increase. Nick Sorber made a motion to increase Sean Clark's salary to \$189,093.25 effective July 1, 2023. Chip Bubl seconded the motion. The motion carried unanimously.

THERE BEING NO FURTHER BUSINESS BEFORE THE COMMISSION THE MEETING ADJOURNED AT 11:15 A.M.

President

Secretary

August 9, 2023
Date Adopted by Commission



Resolution 2023-17 STAFF REPORT

Moorage Rate Adjustments

DATE: June 14, 2023

TO: Commission Board

FROM: Miriam House, Operations Manager
Bob Gadotti, Executive Finance Manager
Elizabeth Millager, Operations Coordinator

RE: **Moorage Rate Adjustments – Effective August 1, 2023**
Resolution 2023-17

Discussion

Historically, the fees for Marina non-commercial tenants have been adjusted by resolution every other year. The last increase to Marina rates was approved by the Board effective July 1, 2021. In this cycle, staff calculated the two-year Consumer Price Index (CPI) effect, amounting to an 11.7% increase. Attached is a spreadsheet showing the historical as well as proposed rates.

Staff is recommending an increase equal to the two-year CPI for all Marina rates. A survey of other rates (see attached) indicates that Scappoose Bay Marine Park rates are on the lower end of pricing. This increase will better position Scappoose Bay Marine Park with current market rates and lessen competition with local marinas per our mission. The additional revenue will help fund future marina improvement projects.

The Marina Advisory Committee was advised of the proposed rate increase and did not voice any objections to the increase.

Recommendation

Adoption of Resolution 2023-17, adjusting the moorage rates at Scappoose Bay Marine Park by 11.7% effective August 1, 2023.

RESOLUTION NO. 2023-17

A RESOLUTION ESTABLISHING MOORAGE RATES AT THE SCAPPOOSE BAY MARINE PARK, AND REPEALING RESOLUTION 2021-14

WHEREAS, Ordinance No. 2007-01 authorizes the Board of Commissioners of the Port of Columbia County to establish and charge rates at the Scappoose Bay Marine Park, and the Commissioners adopted the current moorage rate schedule through Resolution 2021-14; and

WHEREAS, historically, the Port has adjusted the rate schedule according to the Consumer Price Index (CPI) every other year, which in this cycle would amount to an 11.7% increase in the rates; Now, therefore

BE IT RESOLVED that the following are hereby established as moorage rates at the Scappoose Bay Marine Park:

<u>TYPE OF FEE</u>	<u>MONTHLY AMOUNT</u>
Open Moorage without Utilities	\$4.44/feet x boat length
Open Moorage with Utilities	\$5.79/feet x boat length
20' Uncovered without Utilities	\$88.00
25' Uncovered without Utilities	\$111.00
30' Uncovered with Utilities	\$174.00
30' Covered with Utilities	\$219.00
Boathouse Moorage (by area):	
0 – 800 square feet	\$145.00
801 – 1,000 square feet	\$174.00
over 1,000 square feet	\$0.1864 per square foot
Floating Home (by area):	\$0.3262 per square foot, but not less than \$546.00 per month
Additional Floats (by area):	\$0.0815 per square foot
Boat Trailer Parking (tenant only)	\$30.00

BE IT FURTHER RESOLVED that Resolution No. 2021-14 is hereby repealed.

BE IT FURTHER RESOLVED that the fees established herein take effect on the 1st day of August 2023.

PASSED AND ADOPTED this 14th day of June 2023 by the following vote:

AYES: _____ **NAYS:** _____

ABSTAIN: _____

PORT OF COLUMBIA COUNTY

By: _____
President

Attested By:

Secretary



Resolution 2023-21 STAFF REPORT

Hangar Rate Adjustments

DATE: August 9, 2023

TO: Board of Port Commissioners

FROM: Amy Bynum, Deputy Executive Director

RE: Scappoose Airport Hangar Rate and Tie Down Fee Adjustments – Effective October 1, 2023

Discussion

The rental rates for the Scappoose Airport non-commercial tenants have traditionally been adjusted by resolution every other year and were due to be adjusted in July 2023. In this cycle, Port Finance calculated the two-year Consumer Price Index (CPI) amounted to an 11.7% increase.

This 11.7% increase was presented to the Airport Advisory Committee at their May and August meetings. A financial analysis of the Airport's revenue and expenditures was presented and discussed (see attached). After a conversation, with part of the committee recommending no increase (see letter attached) and one member resigning, the Committee ultimately voted to recommend a lesser 10% increase of rental rates for non-commercial tenants. The committee also recommended the Port execute a tenant survey project to better understand the relationships, community mechanics, and desired services at the Airport.

Staff recommends a 10% increase to all Airport non-commercial tenants hangar rates and to execute an airport wide tenant survey. This increase will better position the Airport compared to neighboring airport's current rates and the additional revenue will help fund future airport improvement projects while not overly burdening the airport community with the full 11.7% increase.

Recommendation

Adoption of Resolution 2023-21 adjusting Scappoose Airport t-hangar rates by 10% effective October 1, 2023.

Statement of Financial Position

Scappoose Airport

Date - 7/31/2023

Revenue	2016	2017	2018	2019	2020	2021	2022
From Operations							
Hangars	\$268,754	\$287,422	\$285,666	\$298,304	\$290,588	\$313,151	\$311,334
Tie Downs	\$3,069	\$3,211	\$1,938	\$1,437	\$1,443	\$1,609	\$1,804
Permits Rent & Leases	\$337,048	\$420,767	\$440,412	\$448,918	\$443,967	\$454,533	\$526,862
Through the Fence	\$4,800	\$4,800	\$3,400	\$2,400	\$2,400	\$2,400	\$2,515
Rembursements (total)	\$13,847	\$11,493	\$27,467	\$15,805	\$18,262	\$20,822	\$38,372
Other fees	\$2,578	\$6,883	\$10,630	\$2,113	\$3,309	\$4,294	\$12,377
Total Operating Revenue	\$630,096	\$734,576	\$769,513	\$768,977	\$759,969	\$796,809	\$893,264
Total Grant Revenue	\$50,636	\$212,489	\$3,712,852	\$139,919	\$2,183,085	\$252,377	\$490,221
Total Revenue	\$680,732	\$947,065	\$4,482,365	\$908,896	\$2,943,054	\$1,049,186	\$1,383,485
Expenditures	2016	2017	2018	2019	2020	2021	2022
For Operations							
Repairs and Maintenance (total)	\$53,784	\$76,039	\$40,229	\$33,070	\$34,400	\$57,965	\$78,789
Supplies	\$15,214	\$3,685	\$2,191	\$1,192	\$1,478	\$2,246	\$4,521
Utilities	\$21,696	\$18,721	\$21,105	\$22,699	\$32,255	\$15,780	\$33,077
Prop and Casualty Insurance	\$34,722	\$36,254	\$9,447	\$43,667	\$58,441	\$52,703	\$68,667
Bad Debt	\$0	\$0	\$0	\$20,000	\$20,000	\$5,000	\$0
Debt Service	\$0	\$47,627	\$59,606	\$40,337	\$44,945	\$4,139	\$39,763
Property Taxes	\$889	\$865	\$875	\$1,586	\$1,597	\$1,195	\$1,212
Labor and Overhead	\$328,197	\$302,542	\$318,237	\$346,168	\$356,263	\$415,525	\$401,751
Depreciation	\$313,000	\$287,119	\$287,119	\$290,653	\$283,632	\$374,749	\$373,365
Total Operating Expenditures	\$767,502	\$772,852	\$738,809	\$799,372	\$833,011	\$929,302	\$1,001,145
Total Grant Expenditures	\$50,636	\$212,489	\$3,712,852	\$139,919	\$2,183,085	\$252,377	\$490,221
Total Expenditures	\$818,138	\$985,341	\$4,451,661	\$939,291	\$3,016,096	\$1,181,679	\$1,491,366
Net Operating Profit/Loss	\$137,406	\$38,276	\$30,704	\$30,395	\$73,042	\$132,493	\$107,881
Scappoose Airport Operations	2016	2017	2018	2019	2020	2021	2022
Cummulative Total Operating Revenue	\$630,096	\$1,364,672	\$2,134,185	\$2,903,162	\$3,663,131	\$4,459,940	\$5,353,204
Cummulative Total Operating Expenditures	\$767,502	\$1,540,354	\$2,279,163	\$3,078,535	\$3,911,546	\$4,840,848	\$5,841,992
Cumulative Net Profit/Loss	\$137,406	\$175,682	\$144,978	\$175,373	\$248,415	\$380,908	\$488,788

July 30, 2023

Members of the Airport Advisory Board,

As agreed during the May 20, 2023 Meeting, a workgroup consisting of members of the Advisory Committee met to discuss the increase in hangar rents. Several points came out of the meeting.

Some members of the Airport Advisory Committee (AAC) and certainly the subgroup are feeling a little disrespected. They are there to advise the commission. Failure to give adequate notice of the proposed rent increase seemed inappropriate. The Committee is the “eyes and ears” of the airport community. They had wanted an opportunity to take input from affected folks, have discussions and render a thoughtful recommendation. The process didn’t allow for any of that.

Although established to review hangar rate increases, the group discussed a wide range of airport-related matters, however, prior to this evening’s meeting, a memo was circulated (Attachment 1) by our new Airport Manager that appears to address a number of these issues going forward.

The workgroup spent an enormous amount of time discussing the rationale for raising T-hangar fees when the Port is A.) Having limited success marketing two large empty buildings with no discernible revenue source and B.) has potential customers awaiting timely processing of applications to make multi-million dollar investments in hangars with no demonstrable sense of urgency (specifically the Clayton Eveland proposal).

The workgroup was also unaware until a review of June 14th Commission minutes (Attachment 2) that the airport rate increase was part of a larger increase involving other Port properties. And while we understand the concerns raised by Commissioner Iverson, we also appreciate Commissioner Keyser’s point about keeping the rate increases to single digits. We also support Director Clark’s suggestion about exploring caps.

Based on our review and deliberation, the subcommittee offers the members of the Airport Advisory Committee the following recommendations:

- 1.) Delay indefinitely any T-hangar rental agreements.
- 2.) Survey the airport community as to their needs for airport services and amenities.
- 3.) To the extent possible, populate the Airport Advisory Committee with “pro airport/aviation and economic development” people. We would recommend consideration of former State Senator Betsy Johnson and CET Executive Director Paul Vogel.
- 4.) Include AAC in the **formulation** of a capital construction schedule commensurate with airport needs and the outcome of a reliable customer survey.
- 5.) Provide adequate notice for committee deliberations prior to calling for input on any airport related agenda item.

We realize that the Commission must weigh some of these recommendations against other “hydraulics” with respect to the budget, but given the available information, these seem to best represent the issues.

Respectfully,

Keith Forsythe

John Helm

Chuck “Doc” Hamm

Mike Smith

Scappoose Airport Updates – Summer 2023

We are in the final phase of design for the **Emergency Generator Project** and the invitation to bid will be published soon.

The Port has applied for FAA grant funding for two maintenance projects. The runway rehabilitation will involve 2-3 runway closures through the summer and fall. NOTAM's will be filed and Transwestern will be alerted. Please check for NOTAM's.

- **Rehabilitate Runway 15/33 Project Overview**

- Replace the existing runway lighting system.
- Install new Precision Approach Path Indicators (PAPI).
- Install/upgrade airport electrical building equipment (as needed).
- Install spare conduits (as needed).
- Installation of runway markings.
- Conduct a Streaked Horned Lark Survey.
- Develop a Disadvantaged Business Enterprise (DBE) Program per FAA regulations.

- **Westside Pavement Maintenance Project Overview**

- Minor crack repair on Taxiway B and the five connector taxiways.
- Surface seal (as needed) of Taxiway B and the five connector taxiways.
- Minor crack repair and surface seal (as needed) on taxi lanes.
- Minor crack repair and surface seal (as needed) on aprons.
- Installation of taxiway, taxi lane, and apron markings.

Corporate Hangars for Lease:

- 34090 Skyway Drive – 31,500 sq. ft. of clear span hangar and office space with utilities and foam fire suppression and a 26' x 80' doorway.
- 34100 Skyway Drive – 12,000 sq. ft. hangar and office space with mezzanine and four bay doors. Divisible to 6,000 sq ft. with 18' x 50' doorways.

Scappoose Airport Advisory Committee:

The Scappoose Airport Advisory Committee meets every other month at 5 pm at the Port office, 100 E Street, Columbia City, Oregon. The next meeting is scheduled for Monday, July 31, 2023. Meeting details are on the Port's website at www.portofcolumbiacounty.org.

Pet Reminder:

For everyone's safety dogs must be on a leash when at the Scappoose Airport. Please clean up after your pet.



Dear Scappoose Aviation Community,

I hope you are having a lovely summer. I would like to take the opportunity to introduce myself as the newly appointed Airport Manager of Scappoose Airport. I am enthusiastic to join this remarkable community and take on the responsibility of overseeing the operations of this vibrant airport.

First and foremost, I want to express my commitment to fostering strong communication among all airport stakeholders. Effective communication is the foundation of any successful endeavor, and I firmly believe that open and transparent dialogue is key to the growth and prosperity of our airport. I encourage you to reach out to me with any questions, concerns, or ideas you may have, and I will commit to doing the same.

Furthermore, I believe in the importance of mutual respect between the Port, businesses, and pilots. Each stakeholder plays a crucial role in the success of our aviation community, and it is essential that we recognize and appreciate the contributions made by one another. By fostering an atmosphere of mutual respect, we can build strong partnerships that will drive success at Scappoose Airport.

I also want to emphasize my dedication to economic development at Scappoose Airport. I understand the importance of a thriving aviation community and the positive impact it has on our local economy. As the Airport Manager, I will actively seek opportunities to attract new businesses, expand existing ventures, as well as maintain and enhance our airport's infrastructure to support sustainable growth.

I am genuinely excited about the future of Scappoose Airport and the opportunities that lie ahead. I am committed to serving you to the best of my abilities and ensuring that Scappoose Airport is a safe and welcoming hub for aviation enthusiasts and businesses alike.

In that spirit, I hope you can join us for the next Port Commission meeting at the Scappoose Airport in the new hangar building at 34090 Skyway Drive, Scappoose Oregon. This will be a special meeting held on **August 9th, social hour beginning at 4:30 pm with the Commission meeting starting at 6 pm**. I look forward to seeing many of you there!

Sincerely,

Amy J. Bynum
Deputy Executive Director & Airport Manager

#2

PORT OF COLUMBIA COUNTY
JUNE 14, 2023
COLUMBIA CITY, OREGON 97018
Resolution 2023-17 Discussion

RESOLUTION 2023-17

A RESOLUTION ESTABLISHING MOORAGE RATES AT THE SCAPPOOSE BAY MARINE PARK, AND REPEALING RESOLUTION 2021-14

Elizabeth Millager, Operations Coordinator, and Bob Gadotti from the Port presented the Resolution. Nancy Ward asked whether we considered setting rates for the marina at the same time as the airport. Mr. Gadotti said we did not consider that option. The earliest we can implement the rate increase would be October 1, 2023, and this would have a \$22K impact on the budget. Ms. Ward mentioned that she is concerned about treating tenants differently, which is a huge red flag, and a potential problem that could be avoided. Brian Fawcett understands the thought process, that it could look as if tenants of a similar type were not being treated the same, but the airport and marina are different properties. Mr. Fawcett would prefer to approve this marina resolution today. Chip Bubl mentioned that he would like to keep the marina and airport resolutions together. Ms. Ward said the problem is that we have previously set rates for both the marina and the airport at the same time, and we should provide notice in advance if we are going to change the process.

Chip Bubl moved, Nancy Ward seconded a motion to table Resolution 2023-17. Nancy Ward, Chip Bubl, Chris Iverson and Robert Keyser voted aye. Brian Fawcett voted nay. The motion carried, 4-1.

Mr. Bubl said that he didn't know coming into this meeting whether the Port had been treating the resolutions the same or differently until the discussion today, and the Commission better have a good reason to now treat them differently. Mr. Fawcett stated that one reason is that one advisory committee can meet more often than the other. Ms. Ward mentioned that unfortunately the Commission is tied to waiting for the Airport Advisory Committee. The Marina Advisory Committee acted appropriately and did it on the first go-round, so to penalize the Marina Advisory Committee for being efficient and doing the job at the time it was

presented seems wrong. Mr. Iverson stated that if we raise the base rate at the marina by almost 12%, and then negotiate to raise the airport by only 5%, that's going to be a huge issue. Robert Keyser suggested that he liked and understood every two-year cycle, but he would like to add a caveat when the CPI runs at 3% or more, the Port will apply the increase annually, because it is really hard to ask our tenants for a 10%, 12%, or 15% increase. Mr. Fawcett said that is a great idea, especially if the Port can avoid a double-digit increase, even though it's over two years. If the Port had done them annually, it would have been a 5.5% increase each year. Sean Clark mentioned that maybe the Commission needs to think about a cap.

RESOLUTION NO. 2023-21

A RESOLUTION ESTABLISHING HANGAR AND TIE-DOWN FEES AT THE SCAPPOOSE AIRPORT, AND REPEALING RESOLUTION 2021-16

WHEREAS, the Board of Commissioners for the Port of Columbia County adopted a hangar and tie-down fee schedule through Resolution 2021-16; and

WHEREAS, historically, the Port has adjusted the fee schedule according to the Consumer Price Index (CPI) every other year with input and a recommendation from the Scappoose Airport Advisory Committee; and

WHEREAS, the Board of Commissioners finds that, in this cycle, the CPI adjustment would amount to an 11.7% increase in the rates, however the Scappoose Airport Advisory Committee recommends a 10% increase in the rates; therefore

BE IT RESOLVED that the following are hereby established as hangar and tie-down fees at the Scappoose Airport reflecting a 10% increase in rates:

<u>TYPE OF FEE</u>	<u>MONTHLY AMOUNT</u>
East Side Open Hangar	\$118.00
East Side T Hangar	\$204.00
East Side L Hangar	\$248.00
West Side T Hangar	\$249.00
West Side L Hangar	\$278.00
Tie Down Space	\$ 45.00

BE IT FURTHER RESOLVED that Resolution No. 2021-16 is hereby repealed.

BE IT FURTHER RESOLVED that the fees established herein take effect on the 1st day of October 2023.

PASSED AND ADOPTED this 9th day of August 2023 by the following vote:

AYES: _____ **NAYS:** _____

ABSTAIN: _____

PORT OF COLUMBIA COUNTY

By: _____
President

Attested By: _____
Secretary



Ord. 2023-01 STAFF REPORT

Disposition of Personal Property With Minimal To No Value

DATE: August 9, 2023
TO: Port Commission
FROM: Bob Salisbury, Port General Counsel
RE: **Amendment of Ordinance 2005-01**
Disposition of Personal Property With Minimal To No Value

Discussion

Port Ordinance 2005-01, Section 7 deals with the disposition of surplus personal property, but does not contain a rule related to the disposition of property with minimal to no value.

This amendment to Ordinance 2005-01 adds language to allow disposal of personal property worth \$1,000 or less or for which the costs of sale are likely to exceed sales proceeds by any means determined to be cost-effective by Port staff, including by disposal as waste. Per the Commission's request at our June 14, 2023 meeting, language was added indicating that the disposal must be approved by the Executive Director. Port staff are also required to make a written record of the approximate value of the item and the manner of disposal.

As this is an amendment of an existing Port Ordinance, this action requires two readings by the Commission before passage.

Recommendation

After two readings of this amendment, adopt Ordinance 2023-01 amending Port Ordinance 2005-01, Section 7, to provide for the disposition of personal property with minimal to no value.

ORDINANCE NO. 2023-01

AN ORDINANCE AMENDING ORDINANCE 2005-01 REGARDING PROCEDURES FOR PUBLIC CONTRACTING TO ALLOW DISPOSITION OF PERSONAL PROPERTY WITH MINIMAL TO NO VALUE

WHEREAS, Port Ordinance 2005-01, Section 7 outlines the Port process regarding Disposition of Personal Property, also known as surplus property; and

WHEREAS, as Ordinance 2005-01 lacks a clearly written rule regarding disposal of personal property with minimal to no value, Port staff recommend this amendment of Ordinance 2005-01 in order to more efficiently conduct Port business; and

WHEREAS, this Ordinance 2023-01 adds a new section 7(E) to close this loophole and allow disposal of personal property with minimal to no value so long as the disposal is approved by the Executive Director; Now, therefore

BE IT ORDAINED by the Board of Commissioners of the Port of Columbia County that Ordinance 2005-01, Section 7, is hereby amended to add a new Section 7(E) as follows:

Disposition of Property with Minimal To No Value. Personal property which has a value of less than \$1,000.00, or for which the costs of sale are likely to exceed sales proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste, so long as the disposal is approved by the Executive Director. Port staff making the disposal shall make a written record of the approximate value of the item and the manner of disposal.

First Reading: July 12, 2023.

Second Reading: August 9, 2023.

PASSED AND ADOPTED this 9th day of August 2023 by the following vote:

AYES: _____

NAYS: _____

Port of Columbia County

ABSTAIN: _____

By: _____
President

Attested By:

Secretary



Ord. 2023-02 STAFF REPORT

Amendment to Personal Services Contracting Rules

DATE: August 9, 2023
TO: Port Commission
FROM: Bob Salisbury, Port General Counsel
RE: Amendment to Ordinance 2006-01 regarding personal services contracts

Discussion

ORS (Oregon Revised Statutes) 279A.065 gives the Port the authority to adopt our own rules related to personal or professional services contracts. With some exceptions, typical examples of personal services contracts are those with accountants, attorneys, consultants, physicians, artists, architects, and engineers.

Port staff recommends raising the amount from \$50,000 (which has been in place for 17 years) to \$100,000 so that direct appointments of personal services contracts may occur for such contracts under \$100,000 per annum. For personal services contracts more than \$100,000 per annum (also raised up from \$50,000), the only other significant change is that language requiring Port staff to “solicit at least three” prospective contractors was replaced with language to “attempt to solicit up to three” prospective contractors.

Raising the amount from \$50,000 to \$100,000 will allow the Port to be more efficient and cost-effective in the use of staff time and will reduce administrative burden. For transparency and accountability, the Port Executive Director is required to notify each Port Commissioner by email in advance of any spending decision over \$50,000. The Executive Director will also continue the current practice of notifying the Commission in a public meeting of these expenditures during the Executive Director’s Report.

As this is an amendment of an existing Port Ordinance, this action requires two readings by the Commission before passage.

Recommendation

Adopt Ordinance 2023-02, amending Ordinance 2006-01, Section 6(A)(5)(a)-(b) regarding personal services contracts.

ORDINANCE NO. 2023-02

AN ORDINANCE AMENDING PORT PUBLIC CONTRACTING RULES REGARDING PERSONAL SERVICES CONTRACTS

WHEREAS, ORS 279A.065 gives the Port the authority to adopt rules related to personal or professional services contracts; and

WHEREAS, the framework for personal services contracts was established in 2006 at \$50,000 and it is appropriate to make changes after 17 years; and

WHEREAS, raising the amount from \$50,000 to \$100,000 will make the Port more efficient, cost-effective and reduce administrative burden; Now, therefore

BE IT ORDAINED by the Board of Commissioners of the Port of Columbia County that Ordinance 2006-01 is hereby amended in the following particulars:

Section 6(A)(5)(a)-(b) is hereby deleted in its entirety and replaced with the following:

- a) For personal services contracts involving an anticipated fee of \$100,000 or less per annum, the Contracting Agency or its designated officer may negotiate a contract for such services by direct appointment of any qualified contractor.
- b) For personal services contracts involving an anticipated fee of more than \$100,000 per annum, the Contracting Agency or its designated officer shall attempt to solicit up to three (3) prospective contractors who shall appear to have at least minimum qualifications for the proposed assignment, notify the prospective contractor in reasonable detail of the proposed assignment, and determine the prospective contractor's interest and ability to perform the proposed assignment. The Executive Director will notify each Port Commissioner by email in advance of any spending decision over \$50,000 related to the award of personal service contracts and will also notify the Commission in a public meeting of these expenditures during the Executive Director's Report.

First Reading: _____.

Second Reading: _____.

PASSED AND ADOPTED this 14th day of September 2023 by the following vote:

AYES: _____ **NAYS:** _____

Port of Columbia County

ABSTAIN: _____

By: _____
President

Attested By:

Secretary



Increasing Executive Director Spending Authority

Resolution 2023-20 STAFF REPORT

DATE: August 9, 2023
TO: Port Commission
FROM: Guy Glenn, Jr., Executive Finance Manager
RE: Increase Executive Director Spending Authority

Discussion

Currently, the Port Executive Director is authorized to approve certain purchases up to \$25,000. Due to increased costs for materials and services, it is necessary and prudent to increase this spending authority from \$25,000 to \$100,000. This change will speed up the purchasing process for many projects and reduce the administrative burden on Port staff. It will make the Port more efficient and cost-effective.

For transparency and accountability, the Port Executive Director is required to notify each Port Commissioner by email in advance of any spending decision over \$50,000. The Executive Director will also continue the current practice of notifying the Commission in a public meeting of these expenditures during the Executive Director's Report.

Recommendation

Adopt Resolution 2023-20, increasing the Port Executive Director spending authority from \$25,000 to \$100,000.

RESOLUTION NO. 2023-20

A RESOLUTION INCREASING THE EXECUTIVE DIRECTOR'S SPENDING AUTHORITY FROM \$25,000 TO \$100,000

WHEREAS, the Port Executive Directors' spending authority of \$25,000 has become inadequate for many smaller scale projects requiring materials and services due to increased costs and inflation; and

WHEREAS, raising the spending authority to \$100,000 will speed up the purchasing process for many projects and will make the Port more efficient, cost-effective and reduce administrative burden; and

WHEREAS, the current spending authority of \$25,000 is lower than Port rules which allow direct appointment of personal services contracts under \$50,000, which effectively nullifies the ability to make such direct appointments for personal services contracts over \$25,000; and

WHEREAS, this spending authority remains subject to all other legal requirements for government agencies, such as rules regarding public contracting; and

WHEREAS, for transparency and accountability the Executive Director is required to notify each Port Commissioner by email in advance of any spending decision over \$50,000 and also notify the Commission in a public meeting of these expenditures during the Executive Director's Report, Now, therefore

BE IT RESOLVED by the Board of Commissioners of the Port of Columbia County as follows:

The Board approves increasing the Executive Directors' spending authority from \$25,000 to \$100,000. The Executive Director will notify each Port Commissioner by email in advance of any spending decision over \$50,000 and will also notify the Commission in a public meeting of these expenditures during the Executive Director's Report.

PASSED AND ADOPTED this 9th day of August 2023 by the following vote:

AYES: _____

NAYS: _____

Port of Columbia County

ABSTAIN: _____

By: _____
President

Attested By:

Secretary



Resolution 2023-22

STAFF REPORT

Scappoose Airport Hangar A and Hangar B Roofing Project

DATE: August 9, 2023

TO: Commission Board

FROM: Miriam House, Operations Manager

RE: Scappoose Airport Hangar A and B Roofing Project

Discussion

The Scappoose Airport Hangar A and Hangar B buildings are leaking and have ongoing condensation problems inside. These buildings house Air Sense Avionics and Precision Composites. The old metal roofs have been repaired multiple times in the past and have deteriorated to the point where replacement is necessary. Funds for this project were included in the 2023-2024 budget.

The scope of work for this project is to overlay the metal roof with flute filler, insulate, and install PVC roll roofing membrane. All seams in the membrane will be hot air welded and new gutters will be installed. Contractors are required to be certified in the installation process for PVC membrane roofing making it a personal services contract.

Port staff solicited contractors and received six quotes. Port staff reviewed and evaluated all the quotes and recommend a local business, USA Roofing and Waterproofing, at a cost of \$169,916. Their installation process has unique elements including membrane coated flashing that allows roof material to be bonded instead of rolled, reducing leak points, and extending the roof life. The installation is accompanied by a manufacturer inspection certification and 25-year NDL 100% coverage warranty. A contract with them will also include our standard 10% provision for potential change orders and charges for addressing any additional work discovered as the project progresses.

Recommendation

Adopt Resolution 2023-22 authorizing a contract with USA Roofing and Waterproofing, LLC.

RESOLUTION NO. 2023-22

A RESOLUTION APPROVING THE SELECTION OF USA ROOFING and WATERPROOFING, LLC., FOR SCAPPOOSE AIRPORT HANGAR A AND HANGAR B ROOFING PROJECT

WHEREAS, the roofs of both Hangar A and Hangar B buildings at Scappoose Airport are leaking and have deteriorated to the point where replacement is needed. The cost of the project was included in the 2023-2024 budget; and

WHEREAS, Port staff solicited contractors pursuant to Port rules regarding personal services contracts and received six quotes; and

WHEREAS, Port staff thoroughly evaluated the quotes for suitability, price, quality, and experience and, as a result of that process, selected USA Roofing and Waterproofing, LLC, as the most qualified at a cost of \$169,916.00 and recommends that firm for the project; now, therefore,

BE IT RESOLVED by the Board of Commissioners of the Port of Columbia County as follows:

The Board authorizes the Executive Director, or his designee, to execute a contract for the specified roofing work with USA Roofing and Waterproofing, LLC., at a not-to-exceed amount of \$169,916.00 with contractual provisions for a 10% contingency for additional costs, for a not-to-exceed total of \$186,907.00, to be approved by the Executive Director or his designee.

PASSED AND ADOPTED this 9th day of August 2023, by the following vote:

AYES: _____

NAYS: _____

Port of Columbia County

ABSTAIN: _____

By: _____
President

Attested By:

Secretary

SCAPPOOSE AIRPORT HANGAR A and HANGAR B **ROOFING PROJECT AGREEMENT**

THIS AGREEMENT (“Agreement”), effective on the last signing date below, is made by and between USA Roofing and Waterproofing (“Contractor”), with an address of 6423 NW St. Helens Rd, Portland, OR 97210; and the PORT OF COLUMBIA COUNTY, a municipal corporation and port district of the State of Oregon, with an address of P.O. Box 190, Columbia City, Oregon 97018 (“Port”).

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. **SERVICES:** The Port requires roofing services for Hangar A and Hangar B at Scappoose Airport, in Scappoose, Oregon (the “Project”). See **Exhibit 1** (Quote from USA Roofing and Waterproofing, dated June 29, 2023), which includes “Best Choice 25-year NDL 100% Coverage Warranty” for each building, attached to and made a part of this Agreement, collectively hereinafter referred to as the “Services”. This Agreement is for all Services proposed and purchased from Contractor, including labor, equipment, any necessary materials beyond those that may be provided by the Port, overhead, ancillary costs, profit, and any other aspect of performance contemplated in this Agreement.
2. **TIMELINE AND PERFORMANCE:** The Services to be performed shall commence as proposed by the Contractor, approximately the end of August 2023 or early September 2023. Contractor agrees to perform and complete all the Services contemplated in this Agreement by September 30, 2023, unless both Contractor and Port agree either (i) to modify this requirement due to changes in the scope of work as considered in Section 6 below; or (ii) that there have been unforeseen circumstances that have prevented, or will prevent, timely execution of the Services.
3. **COMPENSATION AND PAYMENT:** See **Exhibit 1** for reference. The total cost for the Services is agreed to be \$169,916.00, subject to additional costs or credits as jointly agreed upon by Contractor and Port, per Section 7. The Port retains the right to calculate and hold back retainage until such time as full performance of all project Services is confirmed by the Port.
4. **INDEPENDENT CONTRACTOR:** Contractor shall be fully independent and shall not act as an agent or employee of Port. Contractor shall be solely responsible for its employees and subcontractors, and for their compensation, benefits, contributions, and taxes, if any. Contractor to comply with all applicable regulations of the Oregon Bureau of Labor and Industries (BOLI), as may be required by law.

5. INSURANCE: Contractor shall carry Worker's Compensation Insurance as required by applicable law and Commercial General Liability and Automobile Liability Insurance for bodily injury and property damages. Contractor shall procure, and continuously maintain during the term of this Agreement, Commercial General Liability and Automobile Liability Insurance with combined single limits, or their equivalent, of not less than \$2,000,000.00 for each occurrence and a \$4,000,000.00 aggregate for bodily injury and/or property damage. It shall also include contractual liability coverage for the indemnity provided under this Agreement, shall name the Port as an Additional Insured under the liability provisions, and shall be in sufficient form to protect both Contractor and Port against claims of third persons for personal injury, death or property damage arising from the service performed by Contractor pursuant to this Agreement. Contractor is to provide proof of such insurance in the form of a Certificate or similar instrument prior to contract execution. The Port requires and shall be entitled to any broader coverage and/or higher policy limits maintained by the Contractor. Any and all available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Contractor.

6. PUBLIC WORKS CONTRACTS AND CONTRACT SPECIFICATIONS --
REQUIRED CONDITIONS: Contractor understands and agrees or certifies that:

A. They are registered, licensed and bonded as a specialty or general contractor in the State of Oregon and that such registration license and bond shall remain in full force and effect throughout the entire duration of this contract.

B. If the contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of the public agency may pay such claim and charge the amount of the payment against funds due or to become due the contractor by reason of the contract, per ORS 279C.515.

C. No person will be employed for more than 10 hours in any one day, or 40 hours in any one week except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases the person so employed must be paid at least time and one-half the regular rate of pay for all time worked:

(1) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(2) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(3) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540, and per ORS 279C.520 (1).

D. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting

a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work, per ORS 279C.520 (2).

E. The contractor must promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of the contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service, per ORS 279C.530.

F. Contractor acknowledges they understand Prevailing Wage Laws and associated requirements. Projects over \$50,000 are to be paid prevailing wage rates per the Prevailing wage provisions of ORS 279C.800-870 when applicable. Contractor to comply with all applicable regulations of the Oregon Bureau of Labor and Industries (BOLI), as may be required by law.

G. The contractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(4), (7), (8) or (9), and require such a bond in every subcontract unless exempt under the same ORS provisions.

H. The contractor is required to obtain and submit written proof to the Port of a bid bond, performance bond and a payment bond, all of which are requirements of this Agreement and are subject to the approval of the Port.

7. CHANGES: To be coordinated and negotiated by Port and Contractor before commencement of any work identified as a result. The Contractor is to communicate the additional requirement(s) prior to commencement of any additional work and to provide an estimate of expected time and costs for the expected additional work. Upon receipt, and after review and agreement, the Port will issue a change order authorizing the additional work. Based on the change order, supplemental compensation may be authorized per Section 3. Likewise, should any work specified in Exhibit 1 be determined not to be necessary or desired in the course of the project, the initiating party will notify the other and a change order will be produced and signed. In that case, a credit to the Port may be authorized per Section 3.

8. PORT RESPONSIBILITIES: The Port agrees to: (i) provide Contractor all available material, data, and information pertaining to the Project or the Services; (ii) convey and discuss such material, data and information with Contractor; (iii) ensure cooperation of Port employees; and (iv) assist in a liaison capacity with any tenants currently leasing or renting any facilities, buildings or other structures that may be impacted by the Services.

9. INDEMNIFICATION:

A. Contractor agrees to indemnify, hold harmless, and defend Port, including its Commissioners, officers, volunteers and employees, (using legal counsel acceptable and approved by Port) for, from and against any and all costs, claims, actions, liabilities or expenses (including, without limitation, all costs, demands, charges, suits, judgments, fines, penalties, liabilities, debts, attorneys' fees and causes of action), of whatsoever nature of character, including without limitation, claims, losses and expenses for property damage, bodily injury or death, which may be imposed upon or claimed against or incurred by the Port and which arise from any of the following, except and to the extent resulting from the Port's gross negligence or willful misconduct: (a) any act, omission or negligence of the Contractor or the Contractor's partners, officers, directors, agents, employees, invitees or Subcontractors; (b) any use, occupation, management or control of Port property by the Contractor or the Contractor's employees, agents, subcontractors, or suppliers, whether or not due to the Contractor's own act or omission and whether or not occurring on Port property; (c) any condition created on Port property by the Contractor or the Contractor's employees, agents, Subcontractors, or suppliers, and any accident, injury or damage arising from the condition; (d) any breach, violation or nonperformance of any of the Contractor's obligations under this Contract; or (e) any damage caused by the Contractor or the Contractor's employees, agents, subcontractors, or suppliers on or to Port property.

B. Waiver of Subrogation. Each party waives any right of action that it and/or its insurance carrier(s) might have against the other party (or its commissioners, employees, and agents) for any loss, cost, damage, or expense (collectively, "Loss") covered by any property insurance policy or policies maintained or required to be maintained pursuant to this Agreement. If any party's applicable insurance policies do not allow the insured to waive the insurer's rights of recovery prior to a Loss, such party shall cause such policies to be endorsed to allow the waivers of subrogation required by this Section.

10. SITE ACCESS: The Port shall provide unimpeded and timely access to any site necessary for the successful and timely completion of Services per this Agreement.

11. SAFETY: It is the responsibility of the Contractor to furnish safety devices and safeguards to its employees as well as any other workers under its direct supervision. Furthermore, the Contractor shall adopt and use safe practices, methods, operations, and processes while performing the Services under this contract. The Contractor is liable for all fines, including fines and costs incurred by the Port due to labor and industry violations directly attributable to the Contractor.

12. SEVERABILITY: If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of Contractor and Port shall be construed as if this Agreement did not contain the particular term or provision held invalid.

13. **GOVERNING LAW:** This agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Oregon. Any litigation arising out of this agreement shall be brought in Columbia County, Oregon, with the substantially prevailing party entitled to its legal fees and costs including but not limited to those incurred in negotiation, mediation, arbitration, litigation, and appeal.

14. **FORCE MAJEURE:** Neither party shall be liable for any delay or inability to perform caused by: act of God; extremely adverse weather conditions, strikes or labor troubles, hostilities, war, or government action; act of terrorism; riot or civil commotion; fire or explosion; and/or any other similar or dissimilar circumstances which arises and is not within the direct control of a party.

15. **COUNTERPARTS:** This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument. A facsimile or PDF electronically sent signature hereto shall be deemed equivalent to an original.

17. **TERMINATION FOR CONVENIENCE:** The Port may, without cause and at any time, terminate this Agreement, in whole or in part, by written notice to the Contractor. In the event of such termination, the Contractor shall be entitled to payment for work performed and demobilization. Contractor will not be entitled to any other costs, damages, or allowances for overhead or profit on work not performed or provided.

18. **LIENS:** The Contractor agrees that if any lien is filed or if a claim of any nature is asserted against the Port on account of any obligation of the Contractor, the Contractor shall, within five (5) days thereafter, at its own cost and expense, cause such lien or claim to be satisfied or discharged. The Contractor's failure to do so shall constitute a default hereunder.

19. **ATTORNEYS' FEES:** If any suit, action, or arbitration is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sums as a court may adjudge reasonable as attorneys' fees at trial, on appeal, or on any petition for review, and in any proceedings in bankruptcy or arbitration, in addition to all other sums provided by law.

20. **ENTIRE AGREEMENT:** This Agreement, with its Exhibits, constitutes the entire Agreement between Contractor and Port for the Services as defined in section 1, above. All understandings and agreements between Contractor and Port and representations by either party concerning this Agreement are contained within this Agreement. No waiver, consent, modification, amendment or change in the terms of this Agreement shall bind

either party unless in writing and signed by both parties. Any written waiver, consent, modification, amendment or change only in the specific instance and for the specific purpose given.

21. CHOICE OF LAW: This Agreement is governed by and subject to interpretation pursuant to the laws of the State of Oregon with venue in Columbia County Circuit Court, St. Helens, Oregon.

IN WITNESS hereof, Contractor and Port, having caused their respective duly authorized representatives to sign this Agreement, do hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions as of the Effective Date listed above.

USA ROOFING AND WATERPROOFING

PORT OF COLUMBIA COUNTY

By: 

By: _____

Date Signed: 08/03/2023_____

Date Signed: _____

Name: Chris Caven_____

Name: Sean Clark_____

Title: President _____

Title: Executive Director_____



Aug 03, 2023

53770 Airport Road

Precision Composites
Technologies
53770 Airport Road
Scappoose, OR 97056



Chris Caven
USA Roofing and Waterproofing
llc
(503) 836-7663
ccaven@usaroofingpdx.com
License Number OR CCB#
219661| WA Lic# usaorw829k

IB PVC (60 Mil Single Ply) PVC Roll Roofing Membrane- Building A

Item

IB PVC (60 Mil Single Ply)

IB Systems had been Producing PVC roofing solutions for over 40 years.

When you're installing a commercial or residential roof it's good to know you are getting the Industries Best (IB).

Prepare Roof System

- a. Installation of Flute filler over metal roofing.
 - b. Installation drip metal at gutter edge
 - c. Installation of gravel stop at rake edge
 - d. 1/4" Densdeck high performance cover board.
 - e. All Roofing substrate mechanically fastened with square insulation plates and #14 Screws.
 - f. All Seams in membrane to be hot air welded.
 - g. All pipes penetrating the roof to have factory fabricated stack flashings installed.
 - h. Two way air vents installed every 1000 square feet of roofing to prevent negative air pressure and promote air flow.
 - i. Job to be inspected upon completion and probed for quality assurance, using industry standard test and USA Roofing exclusive quality control process.
-

Safety

- a. All OSHA regulations followed during project.
 - b. Grounds cleaned daily.
 - c. Caution for people, cars, landscape, and property.
 - d. Communications channels and protocol established with project contacts.
-

Warranty

15 year USA Roofing and Waterproofing Craftsmanship warranty.

Plus The Longest available manufacture Warranties.

Included- 'Best Choice Warranty': 25 years 100% coverage on all materials and labor. No Dollar Limit labor and materials.

IB PVC (60 Mil Single Ply) PVC Roll Roofing Membrane- Building A

Total	\$68,575.00
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IB PVC (60 Mil Single Ply) PVC Roll Roofing Membrane - Building B

Item

IB PVC (60 Mil Single Ply)

IB Systems had been Producing PVC roofing solutions for over 40 years.

When you're installing a commercial or residential roof it's good to know you are getting the Industries Best (IB).

- Safety
- a. All OSHA regulations followed during project.
 - b. Grounds cleaned daily.
 - c. Caution for people, cars, landscape, and property.
 - d. Communications channels and protocol established with project contacts.
-

Warranty

15 year USA Roofing and Waterproofing Craftsmanship warranty.

Plus The Longest available manufacture Warranties.

Included- 'Best Choice Warranty': 25 years 100% coverage on all materials and labor. No Dollar Limit labor and materials

Total

\$66,675.00



6k Gutters Building A and Building B

Item

6k Aluminum Gutters

*Continuous formed all aluminum gutters with Hangfast (hidden) Fasteners Choice of colors: White or Harvest Brown

*Premium custom colors are available (availability an pricing may vary)

2x3 Down Spouts

Warranty

10 Year USA Roofing and Waterproofing Craftsmanship warranty on gutters, with lifetime material warranty.

Total	\$4,648.00
-------	------------



Optional Enhanced Insulation for building A

(additional 11.4 R value)

Item	
<hr/>	
2" Polyiso insulation	
Optional Upgrade- mechanically fastened with insulation plates and screws for an additional 11.4 R values	

Total	\$15,220.80
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Optional Enhanced Insulation for building B (additional 11.4 R value)

Item	
<hr/>	
2" Polyiso insulation	
Optional Upgrade- mechanically fastened with insulation plates and screws for an additional 11.4 R values	
<hr/>	
Total	\$14,798.00



Summary

Please select one or more options from this proposal and sign it with any notes.

<input checked="" type="checkbox"/> IB PVC (60 Mil Single Ply) PVC Roll Roofing Membrane- Building A	
Total	\$68,575.00
<input checked="" type="checkbox"/> IB PVC (60 Mil Single Ply) PVC Roll Roofing Membrane - Building B	
Total	\$66,675.00
<input checked="" type="checkbox"/> 6k Gutters Building A and Building B	
Total	\$4,648.00
<input checked="" type="checkbox"/> Optional Enhanced Insulation for building A (additional 11.4 R value)	
Total	\$15,220.80
<input checked="" type="checkbox"/> Optional Enhanced Insulation for building B (additional 11.4 R value)	
Total	\$14,798.00

Total

Combined total amount of all selected items.

\$169,916.80

Customer notes



Precision Composites Technologies

08/03/2023

Date

Chris Caven
USA Roofing and Waterproofing LLC
(503) 836-7663
ccaven@usaroofingpdx.com



Summary

08/03/2023

, USA Roofing and Waterproofing llc

Date

By signing this document you agree to the statement of works provided by USA Roofing and Waterproofing llc and in accordance with any terms described within.

Chris Caven
USA Roofing and Waterproofing llc
(503) 836-7663
ccaven@usaroofingpdx.com



CONTRACT OF SERVICE

The General Terms and Conditions Set Forth Below Shall be Considered Part of This Contract

STANDARD EXCLUSIONS: Unless specifically included in the work to be performed by USARW (USA Roofing & Waterproofing), or in subsequently executed Change Orders, this Agreement does not include labor or materials for the following work: moving Owner's property around the site; final construction cleaning beyond "broom swept" condition; landscaping repair or work of any kind; correction of existing out-of-plumb or out-of-level conditions in existing structure; correction of concealed substandard framing; removal and replacement of existing rot or insect infestation; and exact matching of existing finishes. USARW shall not be responsible for the repair of secondary results of demolition and/or installation, including, but not limited to, cracked or broken driveways, sheetrock cracks and holes, and damage to concealed items such as wires, cabling, and pipes. Gutter downspouts and will route in the same manner as removed (unless otherwise specified) USARW is not responsible for drainage of water beyond the downspout.

NATURE OF WORK. USARW, by and through its subsidiaries and affiliates, shall furnish labor and material necessary to perform the work described herein or in the referenced contract documents. USARW does not provide engineering, consulting, or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. USARW assumes no responsibility for structural integrity, compliance with building codes, or design. The Owner is responsible for errors and omissions that may occur from our suggested scope of work and it is recommended that the Owner have the scope of work reviewed by a licensed construction professional. If plans, specifications, or other design document have been furnished to USARW, Owner warrants that they are sufficient and conform to all applicable laws and building codes. USARW is not responsible for any loss, damage, or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by USARW from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal activities of roofing construction equipment and operations. USARW is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

PAYMENT TERMS; LATE FEES. All invoices sent by USARW are due within (7) seven days. If Owner fails to pay on time, the outstanding balance will incur interest equal to four-percent (4%) per month beginning on the eighth day.

INTERIOR PROTECTION. Owner acknowledges that re-roofing of an existing building may cause disturbance, dust, or debris to fall into the interior and possibly, if hot asphalt is used, may result in asphalt drips depending upon deck conditions. Owner agrees to remove or protect property directly below the roof in order to minimize potential interior damage. USARW shall not be responsible for disturbance, damage, clean up or loss to interior property that Owner did not remove or protect prior to commencement of roofing operations. Owner shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Owner agrees to hold USARW harmless from claims of tenants who were not so notified and did not provide protection.

APPROVALS. USARW will notify Owner in writing upon completion of each building. Owner will then have seven (7) days to inspect the building. Unless owner discovered a material defect and provides USARW notice of such defect, the building will be deemed approved and final upon the earlier of: (a) Owner's execution of an acceptance notice provided by USARW, or (b) expiration of the inspection period.

CHANGES. USARW shall be entitled to additional compensation beyond the contract price in the event USARW performs work beyond the scope of work specified herein or if USARW's work is made more difficult or time consuming as a result of issues beyond the control of USARW. See also the Unknown or Concealed Conditions Section. The Contract Price shall be adjusted for additions or changes in the work to be performed by USARW as follows: USARW shall charge \$65.00 per man hour, plus the cost of materials x 1.1, plus any other costs incurred by USARW x 1.1, for all additional work or changes performed by USARW. The Time for Performance of USARW's work shall also be extended as the result of USARW performing additional work. Billings for changes, modifications, or additions will be issued upon substantial completion of the additional work. Failure of USARW or Owner to sign a change order shall not preclude recovery for changes, modifications or additions made by USARW, and acceptance of said work or materials shall be presumed unless there is written notice to the contrary.

TIME OF PERFORMANCE. USARW shall begin performance of its work within a reasonable period of time following Owner's timely acceptance of this Agreement and/or as otherwise specified herein. USARW shall complete its work within a reasonable period of time unless specifically stated otherwise herein. USARW shall not be responsible for delays that are beyond its control. Delays beyond USARW's control shall include, but not be limited to, the following: modified or additional work ordered by the Owner; act or neglect of an architect or another contractor; fire; flood; wind; adverse weather conditions not suitable for the performance of USARW's work; delays in material deliveries or unavailability of materials; delays caused by any lender, and any other delay beyond the control of USARW. USARW shall not be liable for any damages (special, indirect, or consequential) arising in any manner from delays in the performance of USARW's work.

UNKNOWN, CONCEALED, OR NOT VISUAL CONDITIONS. This Agreement is based solely on the observations USARW was able to make with the site and structure in its current condition at the time this Agreement was bid and the conditions of the site and structure as represented by Owner. Should USARW encounter unknown or concealed conditions (such as dry rot, infestation, wires, cables, pipes, and concealed and physical conditions below the surface of the ground) before or during the performance of the work that are at variance with the conditions indicated by the Owner or in the contract documents, or differ materially from those generally inherent in the type of work being provided in this Agreement, USARW shall be entitled to an adjustment of the Contract Price and/or Time for Performance and the Price and/or Time of Performance shall be adjusted as per the Changes Section herein. Owner's authorization to USARW to address any concealed conditions shall entitle USARW to compensation for any additional work performed as a result of concealed conditions as specified in the Changes Section above.

HAZARDOUS MATERIALS. USARW is not responsible for the removal of hazardous materials such as asbestos, asbestos siding, lead-based paint, or other similarly hazardous substances that have not been rendered harmless. Should USARW encounter what they reasonably believe is hazardous materials or hazardous conditions, USARW shall immediately stop work and report the condition to the Owner.

MOLD: USARW has no responsibility under this Agreement relating to mold, mold remediation, or indoor air quality and pollution, including, but not limited to, health issues, health impacts, physical ailments, mold remediation, ventilation system remediation, property damage, containments for the removal of any building materials, special debris disposal costs, HEPA vacuuming, any cleaning relating to mold remediation, negative air machines, or anything else related to mold or indoor

air quality and pollution. The parties hereby agree that USARW shall not be liable for any damages by not identifying any mold, fungi and/or microbes present or occurring at a later date, as well as detrimental health effects from mold, fungi and/or microbes either directly or indirectly caused by our activities, materials used, processes, workmanship or lack of recognition of those conditions.

OWNER'S OBLIGATIONS: Owner shall provide USARW complete and continuous access to the premises during the progress of the work and shall not interfere with USARW's on premises activities. Owner shall clear the immediate work area and any adjacent areas that may be impacted by the work and shall remove or trim back shrubs, trees, flowers, or landscaping elements which may hinder or delay the work and which are situated in a position where they may be damaged or destroyed during the course of USARW's work. Owner shall be responsible for removing any items affixed to interior walls that may fall as a result of USARW's on site construction activities. USARW has no control over such items and shall not be responsible for any damage to them as a result of USARW's on site construction activities. USARW shall not be responsible for damage to lawns and landscaping resulting from USARW's on-site construction activities. Owner shall provide USARW with reasonable access to all work areas and walking areas to access all work areas. Owner shall not dispose of any debris in the drop boxes provided by USARW for the disposal of debris from the Project. Owner shall be responsible for all additional drop box charges resulting from the disposal of debris by someone other than USARW and its subcontractors into the drop boxes provided by USARW. Owner shall provide USARW access and permission to install temporary or permanent safety equipment. This may include one or more permanent roof safety anchors for installers to connect safety harnesses. USARW shall not be liable for repair or replacement of any building materials affected by the installation of temporary or permanent safety equipment.

USARW'S OBLIGATIONS: USARW shall be responsible for all construction under this agreement. USARW is licensed by the State of Oregon Construction Contractors Board and Washington Department of Labor and Industries. USARW shall coordinate the work of all subcontractors. USARW shall substantially comply with all laws, rules, ordinances, regulations, or orders relating to the performance of the work described herein. USARW shall maintain general liability and workers' compensation insurance as required by the State of Oregon Construction Contractors Board or the State of Washington Department of Labor & Industries. USARW shall keep the job site reasonably clean during the progress of the work and upon completion of the work shall remove all waste materials and rubbish from the work site and conduct general "broom swept" cleanup of the work site.

DISPUTES: Owner agrees to direct all concerns regarding USARW's work to USARW. In the event of a dispute relating to this Agreement, Owner and USARW shall first attempt to resolve any issues amongst themselves. Owner and USARW agree to exercise their best efforts in good faith to resolve all disputes between themselves. Any dispute or claim that arises out of or which relates to this agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The owner, the contractor, and all subcontractors, sub-subcontractors, material suppliers, engineers, architects, designers, construction lenders, bonding companies, and all other parties concerned with and involved in the performance of the contract are bound, each to the other, by this arbitration clause, provided such party has signed this contract, or signs a contract that incorporates this contract by reference, or signs any other agreement to be bound by this arbitration clause. This arbitration clause shall not preclude any party from filing a statutory construction lien or from commencing suit to foreclose such lien, but the foreclosures suit shall be stayed until the rendering of the arbitration award, which award shall be binding in such foreclosure suit as to all matters determined in arbitration, and the lien may then be foreclosed to the extent permitted by law. The parties acknowledge that mediation usually helps parties to settle their dispute. Therefore, any party may propose mediation whenever appropriate by any mediation process or mediator as the parties may agree upon.

ATTORNEY FEES: Owner agrees to pay USARW's reasonable attorney fees, including collection fees, costs and disbursements incurred without filing suit, which USARW may incur to enforce any right granted in this Agreement. In the event suit, action or arbitration is instituted to enforce any right granted in this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees to be fixed by the arbitrator or court at trial or on appeal plus its costs and disbursements.

TERMINATION. Neither party may terminate this agreement unless a material breach is committed by the other party. In the event that a party commits a material breach, the non-breaching party shall give the breaching party written notice of the breach. Such notice must contain the details of the breach and how to cure. The breaching party will have forty-five (45) days' opportunity to cure. USARW retains the right to suspend work if Owner fails to render payment in accordance with this agreement. In the event that Owner purports to terminate the agreement without cause, Owner shall be liable to USARW for any and all partially completed work, as well as fifty-percent (50%) of the balance due on the full contract.

WORKMANSHIP WARRANTY. In addition to and independent of the manufacturer's warranty on products used by USARW, USARW warrants the work against roof leaks caused by defective workmanship for a period of 15 years from the job completion date. If a defect covered by this warranty occurs resulting in a roof leak, USARW will repair the roof leak at no charge to the Owner. To obtain service under this limited warranty, Owner must give written notice to USARW identifying the original work performed, the date of job completion, and the nature of the problem. Such written notice shall be given to USARW at 6423 Saint Helens Rd, Portland Or 97210. This limited warranty covers roof leaks caused by defective workmanship and does not include roof leaks caused by:

(1) Obstruction or impairment of proper drainage of the roof by debris buildup, ice & snow buildup, structural "low spots", etc., that results in leaks caused by standing water or "ponding"; (2) Excessive walking on the roof and/or walking on the roof by persons who do so improperly; (3) Improper flashing or sealing of any roof penetrations made after the work done by USARW has been completed (such as heating & air conditioning systems and ducts installed after USARW's work has been completed); (4) Any physical damage of whatever nature to the roofing material; (5) Work done on the roof by persons other than USARW. **NOTICE TO OWNER:** This limited warranty covers workmanship only and excludes all materials used. The roofing materials selected are NOT covered by this limited warranty. Please see the manufacturer's warranty for details about warranties on the roofing materials. Owner is hereby informed that USARW does not agree with or endorse the manufacturer's warranty of the roofing materials selected by the Owner. Consequently, USARW shall not be held in any way responsible or liable for any defects in the roofing materials.

FINAL AND COMPLETE AGREEMENT: This Agreement (including all Addendums & documents attached hereto at the time of signing the Agreement and any written Change Orders executed during construction) contains the entire agreement between USARW & Owner, and no other prior oral or written inducement or promise has been made to, or extended from either party as a part of this Agreement.



Electric Vehicle Charging Stations at Marina

STAFF REPORT

DATE: August 9, 2023

TO: Port Commission

FROM: Lacey Tolles, Data Resource and Project Specialist

RE: Electric Vehicle (EV) Charging Stations at Scappoose Bay Marina
FOR INFORMATION ONLY

Discussion

Columbia River PUD recently approached the Port about the possibility of the Port receiving a 100% grant to fund Electric Vehicle (EV) charging stations at Scappoose Bay Marina.

Columbia River PUD will attend our August 9 meeting and answer questions about this potential grant, which would fully fund the addition of two Direct Current Fast-Charging (DCFC) stations and one single, Level Two charger. Installing these EV charging units will help accommodate the continued expansion at the Marina.

If the Commission decides to pursue this opportunity, these chargers would be sited in front of a 45-foot parking spot at the north end of the parking lot (near the Bayport RV Park restrooms) and designed to accommodate trucks and trailers and standard vehicles.

Community benefits of adding EV charging units include enhanced public infrastructure, accessibility and convenience, education opportunities, and lastly, health and safety. Installing EV charging stations at the Scappoose Bay Marina improves infrastructure, while promoting electric mobility and encouraging both residents and visitors to adopt cleaner transportation options.

LEGEND

- PROJECT PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING MAJOR CONTOUR
- 100-YEAR FLOOD LINE
- EDGE OF (E) WETLAND
- WETLAND AREA
- EXISTING BUILDING
- ASPHALT PAVING

NEW PORT SHOP

