

### PORT COMMISSION MEETING

### NOVEMBER 8, 2023, 8:30 A.M. 100 E STREET COLUMBIA CITY, OR 97018

The Port Commission Meeting will be in person. In accordance with state law, the meeting will be accessible via telephone or Zoom. Members of the public may attend the meeting electronically by:

https://us02web.zoom.us/j/89228289237

Call-In (253) 215-8782 Meeting ID: 892 2828 9237 Passcode: 069413

- 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; October 25, 2023 pg. 3

B.\* Financial Reports; October 2023

<u>pg. 6</u>

C.\* Approval of October Check Register (A) and electronic payments in the total amount of \$408,352.64.

#### IV. COMMENTS FROM VISITORS

(Limited to 2 min. per person unless prior authorization is obtained)

- V. OLD BUSINESS
  - A. Marina Update Miriam House & Lacey Tolles
  - B. Airport Update
    No pending Through the Fence (TTF) applications

    Amy Bynum
  - C. Lignetics/Neighbors Update Sean Clark
- VI. NEW BUSINESS
  - A. Financial Update Guy Glenn, Jr.
  - B. Resolution 2023-29 pg. 13 Miriam House
    RESCINDING RESOLUTION 2023-22 AND APPROVING THE SELECTION OF
    DR. ROOF, INC. FOR SCAPPOOSE AIRPORT HANGAR A AND HANGAR B
    ROOFING PROJECT

#### VII. EXECUTIVE DIRECTOR'S REPORT

#### VIII. COMMISSIONER REPORTS

#### IX. EXECUTIVE SESSION

The Board will hold an Executive Session to deliberate with persons designated to negotiate real property transactions under ORS 192.660 (2)(e) and to consider exempt public records, including written legal advice from Port General Counsel, which is privileged under ORS 40.225, exempt from disclosure under ORS 192.355(9)(a), pursuant to ORS 192.660(2)(f).

#### X. ADJOURNMENT

Pursuant to ORS 192.640 (1) the Port of Columbia County Commission 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

Nov. 22 Commission Work Session (TBD) Dec. 13 at 8:30 a.m. Commission Mtg. **Upcoming** Events

Nov. 27 at 11:30 a.m. Agricultural Comm. Mtg Nov. 27 at 5:00 p.m. Airport Advisory Mtg

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.



# COMMISSION WORK SESSION MINUTES

OCTOBER 25, 2023, 6:00 P.M. 100 E STREET COLUMBIA CITY, OR 97018

The Port of Columbia County held a Board meeting at 6:00 p.m. on Wednesday, October 25, 2023 at the Port office and via Zoom video conferencing with the following present:

Commissioners		<u>Staff</u>	
Robert Keyser	President	Sean P. Clark	Executive Director
Brian Fawcett	Vice President	Amy Bynum	Real Estate & Bus. Dev. Mgr.
Nancy Ward	2 <sup>nd</sup> Vice President	Robert Salisbury	Port General Counsel
Nick Sorber	Treasurer	Bob Gadotti (Zoom)	Executive Finance Mgr. (Ret.)
Chip Bubl	Secretary	Guy Glenn, Jr.	Executive Finance Mgr.
		Elliot Levin	N. County Terminal Mgr.
<u>Guests</u>		Gina Sisco	External Affairs Mgr.
Scott Keillor	WSP	Elizabeth Millager	Operations Coordinator
		(Zoom)	
Doug De Vries	WSP (Zoom)	Susan Tolleshaug (Zoom)	Administrative Asst.
Todd Chase	FCS Group (Zoom)	Christa Burns	Administrative Asst. II
Tim Wood	FCS Group (Zoom)		
Jasmine Lillich	(Zoom)		
Natasha Parvey	NXTClean (Zoom)		
Suzie Glenn	Clackamas Citizen		
Tom Gordon			
Kyle M.			

President Robert Keyser called the Port of Columbia County Commission Meeting to order at 8:00 p.m. All Commissioners were present.

#### **Additions To Agenda**

Robert Keyser asked the Commission if there were any additions to the agenda. There were no additions. Mr. Keyser said there is no public comment scheduled, but the public can comment on Agenda items.

#### Strategic Business Plan Workshop/Update

Port Executive Director Sean Clark introduced Scott Keillor, Senior Vice President and Planner from WSP. Mr. Keillor gave a PowerPoint presentation on the status of the Port's Strategic Business Plan (SBP) including the initial findings and the next steps in the SPB process. He thanked the Port Commission for their contributions and stated the Strategic Business Plan update is an opportunity to advance the Port over the next 5-10 years. First, Mr. Keillor summarized the results of the Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis from the kickoff meeting with the Commission on Aug. 9, 2023. Some of the Port's strengths include access to the Columbia River and I-5, quality of life in Columbia County, available industrial land, a diverse portfolio of facilities, affordable and clean power availability, and the Port's status as a deep-water port. The Port's weaknesses include outdated infrastructure, limited

technology, Oregon's overall business climate, shared locational advantages with competition, lack of workforce, childcare and housing, and lack of commercial amenities. For opportunities, the Port has the Oregon Manufacturing Innovation Center (OMIC) and Portland Community College (PCC), vacant Port facilities, rezoning at Port Westward, available industrial land, room for infrastructure improvements, and building speculative buildings. Some threats include aging infrastructure (especially existing docks), costs of deferred maintenance at the airport and marina, supply-chain disruptions, inflation, climate change, and data management and cyber-security. WSP interviewed eight stakeholders identified by the Port for their feedback on their top strategic priorities of the Port. The stakeholders believe the Port's role is to serve as an economic catalyst to support the local economy and job growth and the Port is currently on track for fulfilling its mission. The Port also received community input from two open houses in October and through an online survey. Approximately 100 people have responded so far, and the survey will run through the end of October.

Tim Wood, FCS Group, provided a market analysis which gave an economic overview of job growth and employment by industry in Columbia County, and specifically within the Port district. Mr. Wood shared some highlights of the market analysis, including Columbia County's record high population, income, and employment in 2022-23 despite an overall population decrease in Oregon. The state's economic growth remains among the highest in the nation over the past few years, with the annual Gross Domestic Product (GDP) up 9.8% in 2021 and 2022, while low employment and high interest rates are constraining near-term growth in the nation and region. Columbia County has a diverse business climate supported by various transportation assets including the river, highway, rail and air accessibility, and a regional labor force. A mix of light and heavy industrial, commercial, and recreational job growth is expected to bring 4,211 to 10,994 net new jobs to Columbia County over the next 20 years.

Todd Chase, FCS Group, presented a fiscal analysis showing the monetary impact of Port-related business on the local and regional economy, which has supported 1,429 Port-dependent jobs and generated \$69.5 million in labor income in 2022. Doug De Vries, FCS Group, discussed an assessment of the Port's facilities, including public street, rail and marine access, sanitary sewer, electrical power, potable water, natural gas, stormwater, and buildings/structures. Recommendations were made on future projects and improvements at each facility as follows: Scappoose Bay Marina dredging and expansion; Bayport RV Park expansion; building demolition, dock inspection, and site development in Columbia City; Industrial Way design, rail spur maintenance, and possible industrial development at McNulty Creek; Milton Creek property acquisition and site development; Port maintenance shop construction, site development along Old Portland Road, and rail spur maintenance at Multnomah Industrial Park; Bailey Bridge replacement and Department of Environmental Quality (DEQ) remediation at Railroad Corridor; roof repairs, paint removal and repainting, and demolishing or repurposing at Clatskanie Business Center; and, increasing dock capacity, NEXT Renewable Fuels development, west dolphin replacement, water intake system upgrade, Hermo Road access completion, and seismic resiliency at Port Westward.

Next, Mr. Keillor invited the Port Commission and staff to provide their input on the Port's vision and mission statements. The Commissioners brainstormed some key values and guiding principles they believe to be important to the future success of the Port. Some of the qualities discussed include economic growth and return, community leadership, supporting local business, facilitating innovation, environmental and economic stewardship, accountability, transparency, and a future-forward outlook.

Lastly, Mr. Keillor provided a timeline for the next steps in the process. In December 2023, WSP and FCS Group will draft the SBP based on the initial findings and feedback from the Port Commission and the local community. This will include the Port's revised vision and mission statement, priority projects and policies. The Port will hold another open house in December and a second Commission workshop in early 2024 to present the draft SBP and solicit additional feedback from the Port and the community. The final SBP will be delivered in February 2024.

#### Lignetics/Neighbors Update

Sean Clark, Port Executive Director, informed the Commission that he sent a letter to Lignetics on October 23 stating the Port would like to partner with them on a solution to the ongoing neighborhood concerns, specifically the timeline for project completion. A copy of the letter was also sent to local resident Jan Schollenberger on October 25 and Mr. Clark will follow up. The Department of Environmental Quality (DEQ) will do an unannounced inspection before the end of the year. The Commission discussed the DEQ complaint process and asked if there had been a legitimate complaint filed. Port General Counsel, Robert Salisbury, explained that the 2022 DEQ annual report was not completed until April 2023. Mr. Clark stated he will find out more information on the steps involved in the DEQ complaint process and mentioned the possibility of the Port having some testing done. Chip Bubl stated it would make more sense for DEQ to do their own testing. Brian Fawcett commented that the letter to Lignetics was well-written, supportive of the community, and offered help to the tenant to solve the problem. The other Commissioners nodded in agreement that the Lignetics Letter was very well-written by Mr. Clark.

#### **Commissioner Reports**

Secretary

Brian Fawcett said the Strategic Business Plan process is very useful and he looks forward to seeing the outcome. Nancy Ward agreed.

THERE BEING NO FURTHER BUSINESS BEFORE THE COMMISSION THE MEETING ADJOURNED

#### **Executive Director's Report**

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

AT 7:43 P.M.	
	November 8, 2023
President	Date Adopted by Commission



### **Finance Update October 2023**

### STAFF REPORT

DATE:

November 8, 2023

TO:

**Commission Board** 

FROM:

Guy Glenn

**Executive Finance Manager** 

RE:

Finance Update as of October 31, 2023

#### Discussion:

This agenda item is a preliminary report of the Port's current financials as of October 31, 2023.

Cash and Investments: \$10,439.310.54

YTD Revenues Collected: \$2,474,666, which is 30.3% of the annual budget of \$8,169,368.

YTD Expenses: \$1,629,355, which is 10% of the annual budget of \$16,263,413. The annual expense budget includes \$3,062,743 of contingency that will not be utilized.

October 2023 checks and electronic payments issued totaled \$408,352.64.

#### October Highlights:

2022-2023 Audit in process – waiting for draft report. Onboarding Christa Burns (Admin II position). Preparing for Port Westward O&M budget process, Columbia County tax invoicing, insurance renewals and cash flow projection. Attended Oregon Economic Development Association and Oregon Government Financial Officers Association conferences.

	Port of Columbi	a County			
	Income State	ement			
	For the period	endina			
	October 31,2023				
	Current	Yr To Date	Annual	%	Prior Yr To Date
	Actual	Actual	Budget	Remaining	Actual
Resources					
Property Taxes	106	1,261	10,000	87.4%	1,636
Licenses and Permits	47,030	184,273	607,905	69.7%	185,052
Rents and Reimbursements	526,372	1,738,718	5,539,770	68.6%	1,632,232
Terminal Services	54,992	274,711	718,925	61.8%	114,026
Bayport RVPark	8,900	44,671	161,757	72.4%	53,920
Parking Fees	1,306	17,154	35,191	51.3%	17,610
Launch Fees	2,491	20,271	59,264	65.8%	16,299
Other Marina Fees	110	910	6,556	86.1%	1,346
Grants		22,250	400,000	94.4%	17,035
Loan Proceeds	-	878	400,000	100.0%	-
Interest Earnings	41,401	147,377	200,000	26.3%	46,914
InterGovernmental Income		(=)	155	0.0%	=
Contributions	·	•	740	0.0%	*
Miscellaneous Income	7,507	23,070	30,000	23.1%	6,872
Total Resources	690,214	2,474,666	8,169,368	69.7%	2,092,941
Requirements					
Personnel Services	202,017	757,530	2,824,265	73.2%	641,160
Materials and Services	154,482	588,089	2,295,741	74.4%	587,855
Capital Outlay	112,409	256,935	7,295,000		121,991
Debt Service		26,801	785,664		53,602
Contingency	-	7/2	3,062,743	100.0%	*
				0.0%	
Total Requirements	468,908	1,629,355	16,263,413	90.0%	1,404,609
Ending Fund Balance	221,307	845,312		0.0%	

### Port of Columbia County Vendor Check Register Report - A

Chk No.	Vendor ID	Vendor Name	Date	Amount	Voided
44367	MYSY001	My System Shield LLC	10/4/2023	\$836.00	No
44368	BANK001	BMO Financial Group	10/4/2023	\$4,822.12	No
44369	BUBL001	Chip Bubl	10/4/2023	\$150.00	No
44370	CINT002	Cintas Corporation No 3	10/4/2023	\$740.69	No
44371	CITY001	City of Columbia City	10/4/2023	\$265.23	No
44372	CITY003	City of St. Helens	10/4/2023	\$71.25	No
44373	CITY005	City of Clatskanie	10/4/2023	\$79.53	No
44374	CLAT002	Clatskanie PUD	10/4/2023	\$558.01	No
44375	COMC001	Comcast	10/4/2023	\$89.58	No
44376	CONN001	Connecta Satellite Solutions LLC	10/4/2023	\$44.78	No
44377	DAHL001	VASA Hldgs LLC dba	10/4/2023	\$49.66	No
44378	DJC	DAILY JOURNAL OF COMMERCE OR	10/4/2023	\$350.80	No
44379	FAWC001	Brian Fawcett	10/4/2023	\$150.00	No
44380	FPRE001	F. Preston	10/4/2023	\$2,800.00	No
44381	GLOB001	Global Security	10/4/2023	\$194.85	No
44382	KEYS001	Robert Keyser	10/4/2023	\$150.00	No
44383	KIWA002	Kiwanis Club of Clatskanie	10/4/2023	\$99.00	No
44384	MYSY001	My System Shield LLC	10/4/2023	\$2,350.00	No
44385	NORT001	Northwest Parking Equipment	10/4/2023	\$252.62	No
44386	QUIL001	Staples Inc dba	10/4/2023	\$259.92	No
44387	SISC001	Gina Sisco	10/4/2023	\$109.79	No
44388	SORB001	Nick Sorber	10/4/2023	\$150.00	No
44389	TOLL001	Lacey Tolles	10/4/2023	\$171.98	No
44390	VOYA001	Voya - State of Oregon	10/4/2023	\$4,090.00	No
44391	WARD001	Nancy Ward	10/4/2023	\$150.00	No
44392	WAYN001	Wayne Martin Floor Covering	10/4/2023	\$2,438.00	No
44393	WILC001	Wilson Oil Inc dba	10/4/2023	\$544.06	No
44394	638M001	638 Mechanical Solutions LLC	10/13/2023	\$9,422.91	No
44395	ACEH001	Ace Hardware - St Helens	10/13/2023	\$445.92	No
44396	ACEH002	Ace Hardware - Scappoose	10/13/2023	\$243.66	No
44397	AIRS001	Airside Solutions	10/13/2023	\$249.45	No
44398	AMBI001	Ambient IT Solutions	10/13/2023	\$1,482.00	No
44399	BEMI001	Bemis Printing & Graphics	10/13/2023	\$370.00	No
44400	BYNU001	Amy Bynum	10/13/2023	\$856.13	No
44401	CENT002	Century West Engineering	10/13/2023	\$6,674.58	No
44402	CINT001	Cintas First Aid & Safety	10/13/2023	\$108.00	No
44403	CINT002	Cintas Corporation No 3	10/13/2023	\$39.09	No

44404	COLU0013	Columbia Feed & Supply	10/13/2023	\$95.99	No
44405	COLU026	Columbia County Transfer Station	10/13/2023	\$208.43	No
44406	COUN001	Country Media	10/13/2023	\$314.65	No
44407	HUDS002	Hudson Portable Toilet Service	10/13/2023	\$132.50	No
44408	MYSY001	My System Shield LLC	10/13/2023	\$2,778.00	No
44409	NUIS001	John A. Norvell dba	10/13/2023	\$175.00	No
44410	NWNA001	NW Natural Gas Company dba	10/13/2023	\$85.66	No
44411	OREI001	O'Reilly Auto Enterprises LLC	10/13/2023	\$10.15	No
44412	PACI005	Pacific Office Automation	10/13/2023	\$617.24	No
44413	RICK001	Rick's Hi-School Pharmacy	10/13/2023	\$4.59	No
44414	SALI002	Robert Salisbury	10/13/2023	\$127.07	No
44415	SDIS001	SDIS	10/13/2023	\$876.24	No
44416	SHRE001	Shred Northwest, Inc	10/13/2023	\$60.00	No
44417	STEL001	Richard Stellner	10/13/2023	\$306.00	No
44418	TVW0001	TVW	10/13/2023	\$884.75	No
44419	WARD001	Nancy Ward	10/13/2023	\$149.49	No
44420	WAST002	Waste Management of OR, Inc.	10/13/2023	\$33.45	No
44421	WREN001	Wrenchers	10/13/2023	\$23,754.00	No
44422	ZIPL001	Ziply Fiber	10/13/2023	\$120.86	No
44423	GUAR001	Guaranty Chevrolet	10/13/2023	\$80,709.97	No
44424	ATTM001	AT&T Mobility	10/18/2023	\$1,116.37	No
44425	CABL001	Cable Huston	10/18/2023	\$3,589.00	No
44426	CENT001	CenturyLink	10/18/2023	\$338.14	No
44427	CHAR001	Charter Communications	10/18/2023	\$217.04	No
44428	CINT002	Cintas Corporation No 3	10/18/2023	\$148.35	No
44429	COLU010	Columbia River Steamship Operators	10/18/2023	\$1,250.00	No
44430	COMC002	Comcast Business	10/18/2023	\$2,039.72	No
44431	COUN001	Country Media	10/18/2023	\$265.05	No
44432	DJC	DAILY JOURNAL OF COMMERCE OR	10/18/2023	\$461.28	No
44433	HRAV001	HRA VEBA Plan	10/18/2023	\$5,881.00	No
44434	HUDS001	Hudson Garbage Service	10/18/2023	\$935.12	No
44435	HUDS002	Hudson Portable Toilet Service	10/18/2023	\$322.00	No
44436	KERN001	Kern & Thompson LLC	10/18/2023	\$14,000.00	No
44437	KOLD001	Culligan	10/18/2023	\$61.75	No
44438	LOOPN001	LoopNet	10/18/2023	\$1,476.00	No
44439	MACK001	Mackenzie	10/18/2023	\$301.35	No
44440	NORW001	Norwest Engineering, Inc	10/18/2023	\$17,273.44	No
44441	NWNA001	NW Natural Gas Company dba	10/18/2023	\$47.03	No
44442	PORT002	Portland General Electric	10/18/2023	\$7,893.17	No
44443	QUIL001	Staples Inc dba	10/18/2023	\$132.52	No

44444	SAIF001	SAIF Corp	10/18/2023	\$4,585.22	No
44445	SIER001	Sierra Springs	10/18/2023	\$126.11	No
44446	VOYA001	Voya - State of Oregon	10/18/2023	\$4,090.00	No
44447	WILC001	Wilson Oil Inc dba	10/18/2023	\$789.80	No
44448	AMBI001	Ambient IT Solutions	10/27/2023	\$787.50	No
44449	BURN001	Christa Burns	10/27/2023	\$125.24	No
44450	CENT003	CenturyLink	10/27/2023	\$54.14	No
44451	CHR1002	Chris O Janitorial LLC	10/27/2023	\$3,511.66	No
44452	CINT002	Cintas Corporation No 3	10/27/2023	\$143.00	No
44453	CITY001	City of Columbia City	10/27/2023	\$5,526.87	No
44454	CITY002	City of Scappoose	10/27/2023	\$2,540.47	No
44455	CITY003	City of St. Helens	10/27/2023	\$27,768.03	No
44456	CITY006	City of Rainier	10/27/2023	\$72.00	No
44457	CLAT002	Clatskanie PUD	10/27/2023	\$28.00	No
44458	CLIN001	Clint Wilcoxen Trucking	10/27/2023	\$3,000.00	No
44459	COLU008	Columbia River PUD	10/27/2023	\$3,326.24	No
44460	COLU009	Columbia County	10/27/2023	\$303.85	No
44461	COMC001	Comcast	10/27/2023	\$2,219.85	No
44462	COUN001	Country Media	10/27/2023	\$210.80	No
44463	DAHL001	VASA HIdgs LLC dba	10/27/2023	\$16.14	No
44464	DEPA001	Department of Environmental Quality	10/27/2023	\$4,390.00	No
44465	GLEN001	Guy Glenn	10/27/2023	\$369.03	No
44466	KJSE001	KJ Security Solutions & Locksmith	10/27/2023	\$17.00	No
44467	KPFF001	KPFF, Inc	10/27/2023	\$8,887.50	No
44468	ORKI001	Orkin LLC	10/27/2023	\$491.94	No
44469	PITN001	Pitney Bowes	10/27/2023	\$589.04	No
44470	QUIL001	Staples Inc dba	10/27/2023	\$62.98	No
44471	RAIN005	Rainier Senior Citizens, Inc	10/27/2023	\$123.00	No
44472	SCAP002	Scappoose Sand and Gravel	10/27/2023	\$16.82	No
44473	SEEL002	Warren Seely Farms	10/27/2023	\$250.00	No
44474	SHRE001	Shred Northwest, Inc	10/27/2023	\$60.00	No
44475	STAN002	The Standard	10/27/2023	\$2,016.40	No
44476	SUPP002	SupplyWorks	10/27/2023	\$55.26	No
44477	TOLL001	Lacey Tolles	10/27/2023	\$122.59	No
44478	WILD001	Wild Currant	10/27/2023	\$500.00	No

112 SubTotal \$288,228.46

#### **Electronic Withdrawals**

WDL000005694	ADP001	ADP Payroll	10/5/2023	\$63,760.69	No
WDL000005708	ADP001	ADP Payroll	10/11/2023	\$1,127.28	No

WDL000005710		PERS	10/13/2023	\$17,472.52	
WDL000005723	ADP001	ADP Payroli	10/19/2023	\$65,402.99	No
WDL000005735		Cardinal Services C Burns	10/23/2023	\$2,259.75	No
DAJ000005702		Cardinal Services C Burns	10/6/2023	\$2,274.51	No
WDL000005740		PERS	10/27/2023	\$8,415.26	No
WDL000005698		Regence/InstaMed - Health Ins	10/6/2023	\$24,299.15	No

SubTotal \$120,124.18

Total \$408,352.64

#### September 2023

## PORT OF COLUMBIA COUNTY Request for Reimbursement and Commissioner Stipend

It is the policy of the Port of Columbia County to reimburse commissioners for legitimate expenses made or costs incurred by commissioners in the course of conducting Port business. All requests for reimbursement must include receipts or other adequate documentation. Vehicle reimbursement may be made for the use of a personal vehicle for official business only.

Commissioner	Ward	_					Date	e of F	Request .	10.	08.2023
					Expense or N	tile	age Reir	nbur	sement	_	
Date	Description		eeting tipend	Miles Driven	2023 Rate		ileage	Me	als and Other		<b>Fotal</b>
09.06.2023	Oregon Aero tour	\$	50.00	10	0.6550	\$	6.55			\$	6.55
09.08.2023	Andrew Neimi - lunch	_		24	0.6550	\$	15.72	\$	46.00	\$	61.72
09.10.2023	Agenda Packet & meeting prep	\$	50.00		0.6550	\$	• .			\$	
09.13.2023	Board Meeting	\$	50.00	26	0.6550	\$	17.03			\$	17.03
09.21.2023	Scappoose ED & PNWA monthly	\$	50.00	6	0.6550	\$	3.93			5	3.93
09.23.2023	Ag Committee - Clatskanie	\$	50.00	84	0.6550	\$	55.02			\$	55.02
09.27.2023	Project Meeting / Amy & Nick	\$	50.00	8	0.6550	\$	5.24			\$	5.24
September	Misc phone calls	\$	50.00		0.6550	\$				\$	
					0.6550	\$	•			\$	-
					0.6550	\$	0. <del>0</del> 0			\$	
	iewed By				0.6550	\$				\$	
	Benjemed BA.				0.6550	\$	Ē			\$	-
	9,				0.6550	\$				\$	
					0.6550	s				\$	
					0.6550	\$				\$	
	TOTAL REQUESTED REIMBURSEMENT	\$	350.00			\$	103.49	\$	46.00	\$	149.49
	TOTAL REQUESTED REIMBURSEMENT	\$	350.00	l		\$	103.49	\$	46.00	\$	14

I certify that the expenses sought to be reimbursed were incurred in the course of official PORT business and were paid by me from my official PORT business an

Form RR-C (Rev. 01-2020)



### Res. 2023-29 STAFF REPORT

# Scappoose Airport Hangars A and B

DATE: November 8, 2023 TO: Commission Board

FROM: Miriam House, Operations Manager

RE: Scappoose Airport Hangar A and B Roofing Project

\$176,230, with 10% contingency for total of \$193,853

#### **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. Contractors are required to be certified in the installation process for PVC membrane roofing making is a personal services contract.

Port staff solicited contractors and received six quotes. After review and evaluation, the Port Commission approved Resolution 2023-22 and the selection of USA Roofing on August 9, 2023. However, this firm was unable to fulfill the contract requirements because they had not included in their bid the cost for bond requirements, which raised the quote by \$28,000.

Staff have since re-engaged with the next two most qualified contractors and selected Dr. Roof, Inc. at a cost of \$176,230.00, an increased cost of only \$6,314.00 over the previously selected contractor. Dr. Roof was able to lower their initial quote, which enabled us to add a more robust gutter system for this slight increase. A contract with Dr. Roof, 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 2023-29, to rescind Resolution 2023-22 and authorize a contract with Dr. Roof, Inc. for installation of a new roof system on Hangar Buildings A and B at Scappoose Airport with a 10% contingency for not to exceed total of \$193,853.00.

#### **RESOLUTION NO. 2023-29**

# A RESOLUTION TO RESCIND RESOLUTION 2023-22 AND APPROVE THE SELECTION OF DR. ROOF, INC. FOR SCAPPOOSE AIRPORT HANGAR A AND HANGAR B ROOFING PROJECT

**WHEREAS**, the roofs of the 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 and received six quotes. The Commission approved USA Roofing on August 9, 2023, pursuant to Resolution 2023-22; however, USA Roofing did not bid the project correctly which resulted in a significant increase in cost above the amount of the other, lower quotes, and

**WHEREAS**, Port staff re-engaged with the two most qualified, lowest responsive bidders and after a review process selected Dr. Roof, Inc. with a quote of \$176,230.00. Staff recommends Dr. Roof, Inc. for this project; now, therefore,

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

The Board hereby rescinds Resolution 2023-22 and authorizes the Executive Director or his designee to execute a contract for the Hangar A and Hangar B roofing work at Scappoose Airport with Dr. Roof, Inc., in the amount of \$176,230.00 with a 10% contingency for additional costs, for a not-to-exceed total of \$193,853.00.

**PASSED AND ADOPTED** this 8th day of November 2023, by the following vote:

AYES: ABSTAIN:	NAYS:		Port of Columbia County
		Ву:	President
Attested By:			. 100.00.00
Sacratary			
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 Dr. Roof, Inc. ("Contractor"), with an address of 1311 NE 144<sup>th</sup> Street, Vancouver, WA 98685; 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 both Hangar A and Hangar B to include Duro Tuff 60mil, with BG7 continuous gutter system and 15-year NDL Warranty, at Scappoose Airport, in Scappoose, Oregon (the "Project"). See Exhibit 1 (Quote from Dr. Roof, Inc., dated October 25, 2023), 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 November 15, 2023. Contractor agrees to perform and complete all the Services contemplated in this Agreement by approximately January 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 \$176,230.00, 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

POCC – Dr. Roof, Inc., Hangar A and B Roof Project Agreement 2023
Page 1 of 6

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 if 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

POCC – Dr. Roof, Inc., Hangar A and B Roof Project Agreement 2023
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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 ORS279C.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, employees and agents, (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,

POCC – Dr. Roof, Inc., Hangar A and B Roof Project Agreement 2023 Page 3 of 6 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 it 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

POCC – Dr. Roof, Inc., Hangar A and B Roof Project Agreement 2023
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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.

DR. ROOF, LYC.	PORT OF COLUMBIA COUNTY
By: Mrn June	By:
Date Signed://	Date Signed:
Name: Shaya Bouren	Name: <u>Sean Clark</u>
Title: Droduction Manager	Title: <u>Executive Director</u>

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# Port of Columbia Airport Building A&b

**Dr Roof Inc. Re-Roof Proposal** 

**EXHIBIT 1** 

Resolution 2023-29

Port of Columbia County 53770 Northeast Airport Rd. Scappoose, OR 97056



Prepared By:

Shawn Bowen - Cell (509)821-

1311 NE 144th St. Vancouver, WA 98685 Ph. 360-852-8884 WA License DRROOI\*990QT /

Date: 10-13-2023

# **Existing Roof System**

Port of Columbia County 53770 Northeast Airport Rd. Scappoose, OR 97056

The existing roof system is corrugated metal roof panels with exposed fasteners.

These panels are installed direct to steel purlins.





# **Roof Plan**

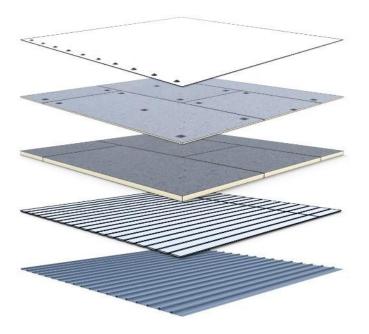
Port of Columbia County 53770 Northeast Airport Rd. Scappoose, OR 97056

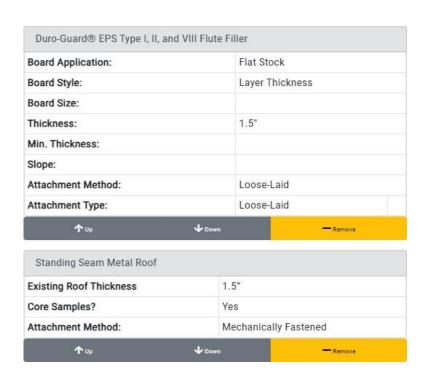
(Green highlighted area included in scope of work)



### **Roof Photos**

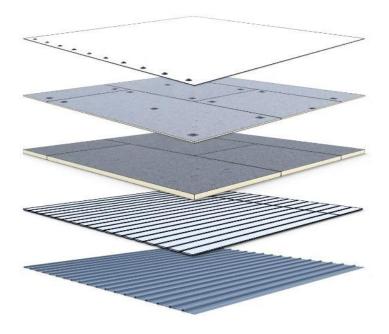
Port of Columbia County 53770 Northeast Airport Rd. Scappoose, OR 97056

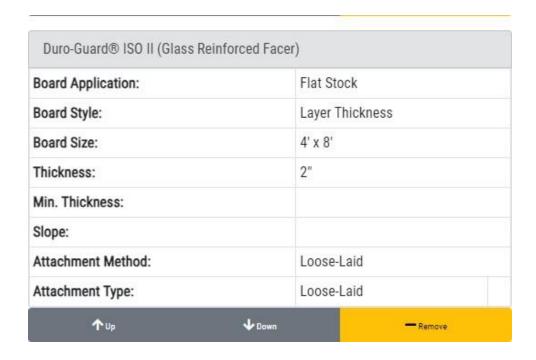




### **Roof Photos**

Port of Columbia County 53770 Northeast Airport Rd. Scappoose, OR 97056

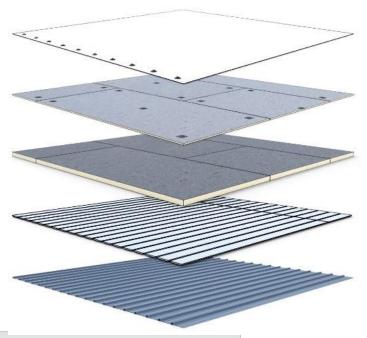


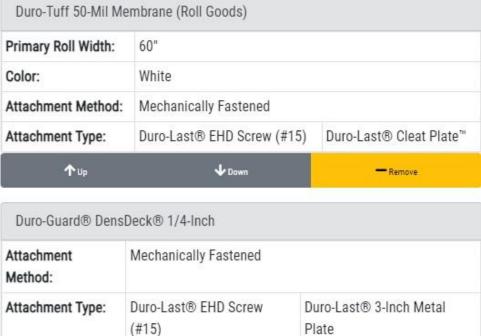


### **Roof Photos**

Port of Columbia County 53770 Northeast Airport Rd. Scappoose, OR 97056

**↑**Up





**↓** Down

- Remove

## **Roof Scope of Work**

Port of Columbia County 53770 Northeast Airport Rd. Scappoose, OR 97056

# 60 Mil Duro-Tuff PVC Membrane (Retro-fit Application)

- -Clean existing roof surface of debris and blow off roof surface before installing new system.
- -Install Flute filler to match the existing metal panels.
- -Install 2" Iso board over the top of the flute filler to create a smooth surface.
- -Install 2x4 lumber on all perimeter eaves per manufacturer specifications.
- -Install one layer of 1/4" Dens deck over the Insulation board (Class A fire Rating)
- -Mechanically fasten the Dens deck.
- -Install Duro-Last PVC membrane over the Dens Deck.
- -Membrane will be mechanically attached and all seams will be hot air welded to meet manufacturer's specifications.
- -Install one walk pad (30"x60") per rooftop for safe access onto roof from ladder.
- -Factory made outside corners will be used on all corners as needed.
- -Install new PVC anti-condensation breather vents per manufacturer's specifications.
- -Install new stack flashings on all pipes and seal as needed.
- Prob all seams and details to ensure a watertight seal.
- -Clean up and haul away any debris caused by the roofing and repairs.
- -Duro-Last inspection to be completed by manufacture (Inspection for Warranty Certification)
- -Dr Roof Inc. to obtain permits and basic engineering for the re-roof project. Permit and Engineering cost to be added to the invoice plus 15% service fee.

## **Pricing / Alternates / Unit Costs**

Port of Columbia County 53770 Northeast Airport Rd. Scappoose, OR 97056

#### Cost:

Retro-fit Duro Tuff 60mil: \$ 155,245.67 (15-year NDL Warranty through Duro-

Last) (Building A and B)

BG7 Gutter system (Continuous run) \$18,109.59 (Recommended Gutter system)

\*Includes both buildings

Engineering and permit fees up to \$2500.00 plus 15% = \$2875.00

Port to pya 50% performance bond fee not to exceed \$2643.00

#### **Qualifications:**

- Quote is Valid Through 11/15/23—No price escalation or protection.
- We may require a Hazardous Material report or Good Faith Letter.
- If damaged decking / substrate is discovered we will replace the damaged wood on a Time and
  Material Basis. It is the Owners responsibility to either approve Dr Roof to replace or provide alternative replacement in a timely manner and in sufficient time for the area to be brought into a water-tight condition before the end of the work day.
- Our proposal does not include any guarantee, for or against, or provide for proper ventilation which, without, could lead to condensation. In addition, we do not assume any design liability in these areas. Condensation and associated damage is not covered by either the Contractor or Manufacturer's warranties.
- All Wood Work unless listed.
- Interior work of any kind including cleaning and protection
- Installation over buried components on the deck surface
- Hazardous Material testing and abatement, Demolition other than listed
- Electrical, Plumbing and Mechanical work
- Correction of roof slope or ponding water conditions
- Shop and As-Built Drawings
- Permits, Bonds, Code Compliance and Upgrades
- Fume Mitigation, Dust Control, Water reclamation
- Condensation Mitigation / Venting Revision

# **Pricing / Alternates / Unit Costs**

Port of Columbia County 53770 Northeast Airport Rd. Scappoose, OR 97056

#### **Exclusions:**

- All Wood Work unless listed.
- Interior work of any kind including cleaning and protection
- Installation over buried components on the deck surface
- Hazardous Material testing and abatement, Demolition other than listed
- Electrical, Plumbing and Mechanical work
- Correction of roof slope or ponding water conditions
- Shop and As-Built Drawings
- Permits, Bonds, Code Compliance and Upgrades
- Fume Mitigation, Dust Control, Water reclamation
- Condensation Mitigation / Venting Revision
- Unforeseen Conditions