PORT OF HOOD RIVER COMMISSION Tuesday, September 23, 2014 Marina Center Boardroom 5:00 p.m.

Regular Session Agenda

- 1. Call to Order
 - a. Modifications, Additions to Agenda
- 2. Public Comment (5 minutes per person per subject; 30 minute limit)
- Consent Agenda
 - Approve Minutes of September 9, 2014 Regular Session
 - Approve Lease with Hood Technology for Hangar #1 at Ken Jernstedt Airfield
 - Approve Amendment No. 1 Extending Completion Date of Personal Services Contract with Surround Architecture for Jensen Building Breezeway Design Services
- 4. Reports, Presentations and Discussion Items
 - Hook Launch Update
 - 2013-14 Year End Preliminary Financial Report
 - Waterfront Refinement Plan Frank Angelo, Angelo Planning Group
- 5. Director's Report
- 6. Commissioner, Committee Reports
 - Urban Renewal Agency Commissioner Streich
- 7. Action Items
 - Approve Contract with Gorge Electric Inc. for Marina Electrical GFI Work in an Amount Not to Exceed \$21,467
 - Approve Contract with Gorge Electric, Inc. for Jensen Building Lighting Retrofit in an Amount Not to Exceed \$40,886
- 8. Commission Call
- 9. Executive Session under ORS 192.660(2)(e) Real Estate Negotiations
- 10. Possible Action
- 11. Adjourn

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

The chair reserves the opportunity to change the order of the items if unforeseen circumstances arise. The Commission welcomes public comment on issues not on the agenda during the public comment period. With the exception of factual questions, the Commission does not immediately discuss issues raised during public comment. The Commission will either refer concerns raised during public comment to the Executive Director for a response or will request that the issue be placed on a future meeting agenda. People distributing copies of materials as part of their testimony should bring 10 copies. Written comment on issues of concern may be submitted to the Port Office at any time.

Port of Hood River Commission Meeting Minutes of September 9, 2014 Marina Center Boardroom 5:00 P.M.

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

Present: Commissioners Jon Davies, Fred Duckwall, Rich McBride, Brian Shortt, and Hoby Streich;

Port Counsel Jerry Jaques; from staff, Michael McElwee, Fred Kowell, and Laurie Borton

Absent: From staff, Anne Medenbach

Media: None

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

a. Modification, Additions to Agenda: None by staff. McBride noted he would provide comment under "Commissioner, Committee Reports" on meetings he had recently attended.

2. Public Comment: Bob Nippolt spoke to the Commission about a monument honoring Ken Jernstedt's service during World War II and to his community. He is hopeful the Port will consider placement of the life-size figure of Jernstedt and his dog atop a granite pedestal somewhere on Port property. Although the Jernstedt family does not support this endeavor, Nippolt has moved forward with fund raising for the project and has commissioned Söderberg Bronze Works to create a statue. Nippolt was thanked for his presentation and McBride informed him the Commission would like the opportunity to discuss the project and that staff would get back with him. Linda Maddox spoke about the notice issued by Friends of the Waterfront regarding a pending property transaction with NBW Hood River, LLC that would bring the riparian portion of Naito's Nichols Basin property under City ownership. Maddox said she hoped all details would be finalized within two weeks. Maddox also told the Commissioners she was concerned with the City's preliminary schedule for the Hood River Waterfront Refinement Plan, stating the timeline did not provide adequate time for public review and comment. She emphasized the zoning document needs to be thoughtful, careful, and workable. McBride thanked Maddox for her comments and noted the Refinement Plan is a work-in-progress.

3. Consent Agenda:

o Approve minutes of August 19, 2014 regular session

Approve Addendum No. 3 to lease with Leonidas Montenegro for Jensen Breezeway Building

o Ratify First Amendment to Purchase and Sale Agreement with Hanel Development

Motion: Move to approve Consent Agenda.

Move: Duckwall Second: Davies

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

MOTION CARRIED

4. Reports, Presentations and Discussion Items:

- Technology for Commissioners: Fred Kowell, Finance Manager, reiterated that staff wanted to support the Commission with whatever technology worked best for them individually in receiving Port information and meeting materials. The iPads seem to have greater success than Microsoft Tablets, while the preference of some is to receive a hard copy of board packets while checking emails from a desktop computer. The Commission was asked to provide input to staff if different technology was desired.
- Update on Waterfront Land Use Actions and Refinement Plan: Michal McElwee, Executive Director, provided the following update: City staff approved a minor partition for the Expo property consistent with the Key Development DDA; the City Planning Commission will consider a zone change application to rezone 2.33 acres of C2 to LI on September 15; and the application to remove the C2 condition on another portion of the Expo property is still suspended. There was a lengthy discussion on

the City's Waterfront Refinement process and the preliminary schedule that responds to the City's desire to complete the rezoning, design guidelines, and public path requirements by the end of the calendar year. McElwee reported a project advisory committee (PAC) is being formed but membership had not been finalized. September 24 is the anticipated date for the first public meeting regarding the Plan. The desire to hold a work session prior to the September 24 meeting that would involve the City and their consultant was expressed by the Commission in order to have a better understanding of the entire area involved, size and scale of dimensions, overlay breakdowns, etc.

- Formation of Area Committee on Transportation (ACT): McElwee reported that momentum is back after a two-year hiatus to reconsider the value in joining the Oregon Department Transportation Commission Region 1 ACT. Hood River County (county, cities, ports, Gorge Commission) points of view on transportation issues and projects might have a better opportunity in receiving united consideration. The Commission would like more information about voting structure; however, they expressed a level of comfort following the County Task Force lead and recommendations.
- **5. Director's Report/Informational Items:** McElwee noted the summer season went well and thanked the Commission and staff for their involvement, with a note of special thanks to the Facilities crew who have stepped up and taken pride and ownership in many projects. The transitional downside to the 'shoulder season' is the closing of restrooms and associated complaints. McElwee noted, however, that portable restrooms have been placed at the Event Site.

6. Commissioner, Committee Reports:

- Urban Renewal Agency— Commissioner Streich reported on meetings held August 21 and September 8. A decision was made at the September meeting to purchase a parcel of the NBW Hood River LLC (Naito) property at the Nichols Basin with terms and details to be finalized but Streich said he was happy to report that the deal was moving forward.
- Marina Ad-Hoc—Commissioner Davies reported on a meeting held September 3 where a Profit & Loss report provided by Finance Manager Fred Kowell was discussed. The bottom line is the Marina loses money annually and committee members were asked to submit ideas in hopes of finding a way to at least break even. Davies said that a well thought out rate recommendation would be brought to the Commission in November.
- Congressional and Legislative Staff Meeting (agenda addition): McBride reported on the August 25 meeting hosted by Hal Hiemstra, Ball Janik. McBride and Kowell spoke about the Port's efforts in economic development, the waterfront, and grant successes. McBride reported that bridge discussions (viability of the existing bridge and the need for a new crossing) were very supportive by all participants. McBride also commented that Hiemstra recommended a lobbying trip to Washington, D.C. in November.
- Gorge Technology Alliance Appreciation Dinner (agenda addition): McBride also reported on his attendance at the September 8 GTA dinner.

7. Action Items:

a. Approve Contract with HDR Engineering for Tolling Upgrade Project Management Services Not to Exceed \$22,000 Subject to Legal Counsel Review: Kowell reported that he and the Port's IT consultant Jack Lerner have identified existing requirements that provide the foundation for the functionality of the Port's tolling system today. Assistance is required, however, in creating technical specifications and criteria to decide on whether to move forward with an online, real-time system or pick aspects of the current system to enhance and develop. HDR Engineering can provide an independent expert decision. Details of a contract need to be finalized but Kowell reported the amount would not exceed \$22,000.

Motion: Move to Approve Contract with HDR Engineering for Tolling Upgrade Project

Management Services Not to Exceed \$22,000 Subject to Legal Counsel Review.

Move: Davies

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Second: Streich

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

MOTION CARRIED

b. Approve Sixth Amendment to Employment Agreement with Executive Director: McBride reported that he and Commissioner Shortt, in their capacity as Personnel Committee, met with McElwee to discuss his Employment Agreement. Based on FY 2014 port initiatives and comparable salaries of other port positions, they were recommending a 5% increase and an additional six months added to severance terms.

Motion: Move to Approve Sixth Amendment to Employment Agreement with Executive Director.

Move: Duckwall Second: Davies

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

MOTION CARRIED

- **8. Commission Call:** Streich commented he was proud to be a part of the Urban Renewal Agency and the projects the URA are accomplishing, such as the State Street project and waterfront property purchase.
- **9. Executive Session:** Regular Session was recessed at 7:00 p.m. and the Commission was called into Executive Session under ORS 192.660(2)(e) Real Estate Negotiations and ORS 192.660(2)(f) Exempt Public Records.
- **10. Possible Action:** The Commission was called back into Regular Session at 7:50 p.m. No action was taken as a result of Executive Session.
- 11. Adjourn: President McBride entertained a motion for adjournment at 7:50 p.m.

Motion: Move to Adjourn the September 9, 2014 meeting.

Move: Duckwall Second: Davies

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

MOTION CARRIED

	Respectfully submitted,
ATTEST:	Laurie Borton
Rich McBride, President, Port Commission	
Hoby Streich, Secretary, Port Commission	

Commission Memo

To: Commissioners

From: Anne Medenbach

Date: September 23, 2014

Re: Hood Technology Corporation Lease

The Commission discussed terms for a proposed lease with Hood Technology Corporation for Hangar #1 at the airport on September 9^{th} . The terms of the lease are as follows:

-3 years with two 1-year extension options

-\$0.65/sf

-Triple Net

The hangar is to be used for manned aircraft storage, repair and alteration. Please see attached lease.

RECOMMENDATION: Approve lease with Hood Technology Corporation for Hangar #1 at Ken Jernstedt Airfield.

LEASE

THIS LEASE is entered into at Hood River, Oregon by and between **PORT OF HOOD RIVER**, an Oregon municipal corporation, hereinafter referred to as "Lessor," and Hood Technology Corporation, hereinafter referred to as "Lessee."

- 1. <u>Description</u>. In consideration of the covenants of the parties, Lessor leases to Lessee approximately 3,900 square feet of space in Lessor's building commonly known as the Hangar #1 ("building") located at 3650 Airport Drive, Hood River, Oregon ("Leased Premises"). The Leased Premises are identified in the attached "Exhibit A."
- 2. <u>Term.</u> The lease term shall be for the period commencing on October 1, 2014, and continuing through September 30, 2017. If not in default, and if Lessee pays Lessor all real property taxes Lessee owes or may be responsible to pay under the terms of the lease, Lessee has the option to extend the lease for one two (2) year extension term, through September 30, 2019, provided Lessee gives Lessor written notice of Lessee's intent to renew the lease no later than July 31, 2017.
- 3. <u>Rental.</u> Monthly Rent for the Leased Premises will be the following Monthly Base Rates, plus the applicable Consumer Price Index (CPI) Rate Adjustment, as set forth below:

<u>Space</u>	Square Footage	Rate per s.f. per month	Monthly Base Rate
3650 Airport Drive	3,900	\$0.65	\$2,535

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

Starting on October 1, 2015, and occurring annually thereafter, including any extensions of this lease, monthly rent will be adjusted by adding to the monthly rental amount payable during the previous 12-month period a percentage increase equal to the percentage change in the Consumer Price Index (CPI) for the most recent 12-month period for which a published CPI is available. The CPI figure will be taken from the index entitled U.S. City Average – all items and major group figures for all urban consumers, or, if such index is unavailable, will be taken from a similar index published by the United States Bureau of Labor Statistics. However, in no event will the annual increase be less than 1 percent or more than 5 percent.

- 4. <u>Use</u>. Lessee shall use the Leased Premises for manned aircraft storage, repair and alteration. The Leased Premises shall not be used for any other purposes without the written consent of Lessor.
- 5. <u>Leased Premises Occupancy; Improvements.</u> Lessor agrees to make f minor repairs to the hangar which Lessor determines are appropriate prior to Lessee's occupancy, including patching and painting of interior space. Lessor will use its best efforts to complete Lessor's

work prior to October 1, 2014 However, Lessor does not represent or warrant that the work will be completed by that time, in which event Lessee's right to occupy the Leased Premises will be delayed until Lessor notifies Lessee that Lessor's work is completed. In that event, rental Lessee owes for October, 2014, shall be reduced by a credit for days Lessee has not been authorized to occupy the Leased Premises.

- 6. Taxes. Lessee shall pay all taxes on its personal property located on the Leased Premises. Lessee shall pay all real property taxes of governmental units assessed against the Leased Premises, and all real property taxes assessed against all inside and outside common areas of the building based on the amount of lease space occupied by Lessee as a percentage of the total lease space in the building. Lessee shall pay all such real property taxes which have been assessed and are payable during Lessee's occupancy. Lessee shall also pay all such taxes which arise during a tax year as a result of Lessee's occupancy, even if the lease term has ended, or if Lessee has vacated the Leased Premises. However, if another tenant occupies the Leased Premises and agrees to pay any portion of the real property taxes otherwise payable by Lessee, Lessee shall not be required to pay those taxes which the new tenant pays. Although Lessee is responsible to pay real property taxes, Lessor will pay the real property taxes to the taxing authority when due and send a bill to Lessee for the amount of taxes Lessor has paid, which will be payable by Lessee to Lessor within ten days after the date of Lessor's bill.
- 7. <u>Utilities</u>. Lessee shall be solely responsible to pay for utilities, including gas, sewer, water, garbage and electricity used or consumed by Lessee on the leased premises. In no event shall Lessor be liable for an interruption or failure in the supply of any utilities to the leased premises.
- 8. <u>Liability Insurance and Hold Harmless Agreement</u>. Lessee agrees to indemnify and save Lessor, Lessor's Port Commissioners, officers, employees and agents harmless from any claims by any persons, firms, or corporations arising from business conducted on the Leased Premises or from anything done by Lessee at the Leased Premises, and will further indemnify and save Lessor harmless from all claims arising as a result of any breach or default on the part of Lessee under the terms of this lease, or arising from any willful or negligent act or omission of Lessee's agents, contractors, employees, or licensees in or about the Leased Premises, and from all costs, counsel fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist and defend such action or proceeding by counsel.

Lessee agrees during the term hereof to keep a policy of Airport Premises Liability insurance in effect with respect to the Leased Premises with minimum coverage of one million dollars (\$1 million) combined single limits with \$2,000,000 aggregate. If Lessee renews this lease, at the outset of the renewal term Lessor may, with written notice, raise the minimum insurance requirement to an amount of insurance that is reasonably commercially available. The policy shall name Lessor as additional insured, and expressly include Lessor's Port Commissioners, officers, employees, and agents as additional named insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving

Lessor at least fourteen days prior written notice. The insurance shall be provided by an insurance company registered to do business in the State of Oregon, or by a company approved by Lessor. A copy of the policy or certificate of insurance shall be delivered to Lessor no later than three days after Lessee occupies the Leased Premises.

- 9. Fire Insurance and Waiver of Subrogation. If the Leased Premises are partially or totally destroyed by fire or other casualty, Lessor may decide to repair the Leased Premises or not, in Lessor's sole discretion. Lessor shall notify Lessee in writing of Lessor's intent regarding repair within 30 days after the date of the damage. If Lessor notifies Lessee that Lessor does not intend to repair the damage the lease shall terminate effectively at the date of the damage. If Lessor notifies Lessee that Lessor intends to repair the damage the lease shall continue, and Lessor shall return the Leased Premises to as good a condition as existed prior to the damage, in a prompt manner reasonable under the circumstances. If Lessee's use of the Leased Premises is disrupted during Lessor's repairs a reasonable portion of the rent shall be abated during the disruption. In no event shall Lessor be required to repair or replace Lessee's property including Lessee's aircraft, fixtures, furniture or equipment. In no event shall Lessee be entitled to recover damages from Lessor related to destruction of the Leased Premises, or related to repairs undertaken by Lessor. Each party shall provide its own insurance protection at its own expense, and each party shall look to its respective insurance carrier for reimbursement of loss, which may be insured against by a standard form of fire insurance with extended coverage. There shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.
- 10. <u>Lessee/Lessor Covenants</u>. Lessee shall not do anything which may damage the Leased Premises or any systems in the building or other areas surrounding the building. Lessee will not create or use hazardous substances, or dispose of hazardous waste of any kind, unless in strict compliance with environmental laws and regulations. Lessee, at Lessee's expense, shall be responsible to provide improvements and equipment, and to obtain any required permits or approvals necessary for Lessee to engage in activities at the Leased Premises. Lessee promises to comply with all laws, ordinances, and government regulations applicable to the Leased Premises and to Lessee's activities at the Leased Premises including any FAA requirements, and to comply with reasonable rules adopted by Lessor.

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

Lessor shall maintain the building roof, bearing walls, exterior walls, windows and the drainage, plumbing, electrical, and heat and cooling systems installed by Lessor to the point at which they enter the Leased Premises. Lessor disclaims liability, and Lessee releases Lessor from any liability, for damage to aircraft or items stored at the leased premises. Lessor shall maintain exterior common areas and landscaping, and provide ice and snow removal in the parking area outside the Leased Premises within a reasonable time after the Lessee requests removal.

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

12. FAA Requirements.

- 1. Tenant for Tenant, Tenant's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on or at the premises for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits ("facilities"), Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- 2. Tenant for Tenant, Tenant's heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under the premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- 13. Care of Leased Premises. Lessee shall at all times keep the Leased Premises in as good condition as they are in at the outset of this lease, or if improvements are made thereafter in at least as good condition as after such improvements, and shall surrender the Leased Premises to Lessor in such good condition, reasonable wear and tear, or loss by fire or other casualty covered by insurance excepted. Port will maintain the structural components of the hangar. The Port shall provide the airplane doors in good condition, door and door mechanisms shall be the responsibility of the tenant thereafter. Tenant shall be responsible and liable for any damage to the hangar caused by or related to Tenant's use or use of any Tenant invitees, including but not limited to, bent or broken interior and exterior walls or ceilings, damage to doors and door mechanism, damage to unsealed floors due to fuel or oil spilling, and damage due to improper or negligent use of the premises. Tenant is required to equip and maintain a metal drip pan under the engine of the aircraft in the hangar. Tenant

shall not allow the premises to be in or remain in such a condition as would constitute a fire hazard.

No maintenance of the stored aircraft shall be conducted in the hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Oily rags and similar materials shall be stored in metal, metal-lined or other approved containers equipped with tight-fitting covers. Combustible rubbish shall be removed from the premises daily.

14. <u>Fixtures and Personal Property</u>. Unless otherwise agreed in writing, all permanent improvements now located or hereafter placed on the Leased Premises during the term of the lease, other than Lessee's trade fixtures, equipment, and items related to Lessee's equipment, shall be the property of Lessor, and shall remain on the Leased Premises at the expiration or termination of the lease, provided that Lessor reserves the right within 30 days after the lease term ends to require Lessee to promptly remove any improvements which Lessee has placed on the Leased Premises at Lessee's expense, in a way which does not cause damage to the Leased Premises.

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

- 15. <u>Signs</u>. Lessee shall not erect or install any signs, flags, lights or advertising media nor window or door lettering or placards visible from outside the Leased Premises or visible from building common areas without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee agrees to maintain in good condition any signs or displays which are allowed.
- 16. Common Areas. This lease grants to Lessee and to Lessee's agents, employees, business invitees, customers and suppliers in connection with Lessee's business in the Leased Premises the non-exclusive right to use and enjoy throughout the existence of this lease all of the "common areas" associated with the building. "Common areas" shall be defined as all areas and improvements outside the building provided by Lessor for the joint use or benefit of tenants, their employees, customers and other invitees, including public parking areas, access roads, driveways, entrances and exits, landscaped areas, and sidewalks, excepting those parking spaces that may be designated for use by other tenants. Use of available common areas shall be subject to like, non-exclusive use on the part of other tenants, as well as their agents, employees, business invitees, customers and suppliers. Lessee agrees that its

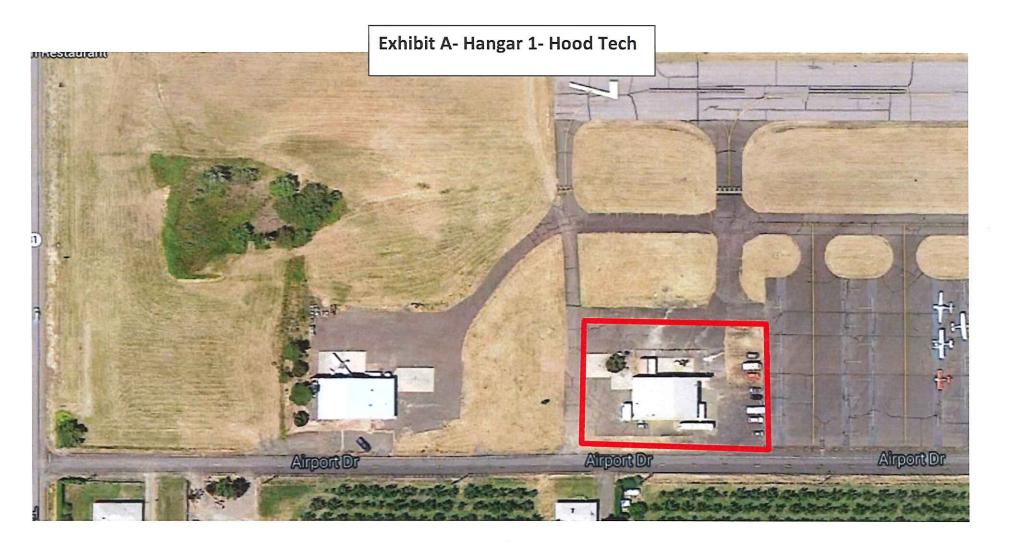
usage of such common areas shall not interfere with or be inconsistent with the similar rights of other tenants. All common areas shall be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce equitable rules with respect to all common areas, which Lessee agrees to abide by.

- 17. Lessor's Access to Premises. Lessor shall have the right to enter upon the Leased Premises at all reasonable hours after 24 hours oral notice (without notice to protect public health and safety in an emergency) for the purpose of inspecting it, or to make repairs, additions or alterations to the premises or any property owned or controlled by Lessor. E-mail from Lessor to Lessee (or Lessee's on site manager) may serve as notice of inspection of the Leased Premises. If Lessor deems any repairs reasonably required to be made by Lessee to be necessary, Lessor may give notice that Lessee shall make the same within 30 days (immediately in an emergency involving public health and safety), and if Lessee refuses or neglects to commence such repairs and complete the same in a timely manner, Lessor may make or cause such repairs to be made. If Lessor makes or causes such repairs to be made Lessee agrees that it will, within 30 days, pay to Lessor the cost thereof. Lessee also agrees to allow governmental inspections of the Leased Premises, including fire code inspections, at all reasonable hours after 24 hours oral notice, and to promptly comply with any inspection requirement.
- 18. <u>Entire Agreement</u>; <u>Amendments</u>. This lease contains the entire agreement of the parties with respect to the Leased Premises. No prior agreement, statement, or promise made by any party to the other not contained herein shall be valid or binding. This lease may not be modified, supplemented or amended in any manner except by written instrument signed by both parties.
- 19. <u>Waiver</u>. One or more waivers of any covenants or conditions by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Lessor to any act by Lessee requiring Lessor's consent or approval shall not be construed as consent or approval to any subsequent similar act by Lessee.
- 20. Assignment. Lessee agrees not to assign or in any manner transfer this lease or any estate or interest therein without the previous written consent of Lessor, and not to sublet the premises or part or parts thereof without like consent. Lessor will not unreasonably withhold its consent. This Lease will not be assigned, subleased, or otherwise transferred except with the consent of Lessor, which consent may be granted or denied in Lessor's sole discretion. Any transfer of an ownership interest in Lessee of fifty percent (50%) or more will be deemed an assignment.
- 21. <u>Default</u>. Time is of the essence of performance of all the requirements of this lease. If any rental or other sums payable by Lessee to Lessor shall be and remain unpaid for more than ten (10) days after the same are due and payable, or if Lessee shall fail to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within fourteen (14) days after written notice to Lessee specifying the nature of the default with reasonable particularity, or if Lessee shall declare bankruptcy or be insolvent according to law or if an assignment of Lessee's property shall be made for the benefit of

creditors or if Lessee shall abandon the premises, then in any of said events Lessee shall be deemed in default hereunder. In the event of a default the lease may be terminated at the option of Lessor. If the lease is terminated, Lessee's liability to Lessor for rents and damages shall survive such termination and Lessor may re-enter, take possession of the premises, and remove any persons or property by legal action or by self help with the use of reasonable force and without liability for damages. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

- 22. <u>Holdover.</u> If Lessee does not vacate the Leased Premises when the lease term expires, Lessor shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal, and at a rental rate equal to or greater than the rent last payable by Lessee during the lease term. Failure by Lessee to remove fixtures, furnishings, trade fixtures, or other personal property which Lessee is required to remove under this lease shall constitute a failure to vacate to which this paragraph shall apply. If a month-to-month tenancy results from holdover by Lessee under this paragraph, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given to Lessee not less than 10 days prior to the termination date specified in Lessor's notice. Lessee waives any notice which would otherwise be required by this lease or by law with respect to month-to-month tenancy.
- 23. Notices. Whenever under this lease a provision is made for notice of any kind, it shall be deemed sufficient if such notice to Lessee is in writing delivered personally to Lessee's registered agent, to the person signing the lease, or to Lessee's on site manager who at the date of this lease is Andreas von Flotow, or sent by certified mail with postage prepaid to the address indicated on the signature page of this lease; and if such notice is to Lessor, delivered personally to the Executive Director, 1000 E. Port Marina Drive, Hood River, OR 97031or sent by certified mail with postage prepaid to the address indicated on the signature page of this lease. Notice shall be deemed given on the date of personal delivery or if mailed, two business days after the date of mailing.
- 24. <u>Dispute Resolution</u>. Any dispute involving this lease may be resolved by mediation. If the parties agree to use a mediator they will each pay one half the costs of mediation. If mediation does not occur or does not result in a solution satisfactory to both parties, the dispute shall be resolved by arbitration. Any arbitration shall be in accordance with the rules of the Arbitration Service of Portland then in effect. The parties shall use a single arbitrator mutually agreeable to them. If they are unable to agree on an arbitrator, or a process to select one, either party may apply to the Hood River County Circuit Court to appoint an arbitrator. The award rendered by an arbitrator shall be binding on the parties and may be entered in the Hood River County Circuit Court. The prevailing party in an arbitration proceeding, including any appeal therefrom or enforcement action, shall be entitled to recover their reasonable attorney's fees and costs and disbursements incident thereto.

25. <u>Authority to Execute</u> . The persons execute warrant that they have the authority to do:	ting this Lease on behalf of Lessee and Lessor so.
DATED this day of	, 2014.
Lessee:	Lessor:
Hood Technology Corporation	Port of Hood River
3100 Cascade Avenue	1000 E. Port Marina Drive
Hood River, OR 97031 (541) 387-2288	Hood River, OR, 97031 (541) 386-1645
andy@hoodtech.com	porthr@gorge.net
BY:	BY:
Andreas von Flotow Title: President	Michael S. McElwee Executive Director



Commission Memo

To: Commissioners

From: Liz Whitmore

Date: September 23, 2014

Re: Contract Amendment No. 1 with Surround Architecture

The Commission approved a contract with Surround Architecture on July 15 for design services for the Jensen Building Breezeway. Work is still in progress and staff recommends modifying the contract date from September 1, 2014 to December 31, 2014.

RECOMMENDATION: Approve Contract Amendment No. 1 with Surround Architecture Extending Completion Date for Jensen Building Breezeway Design Services.

Commission Memo

To:

Commissioners

From:

Liz Whitmore

Date:

September 23, 2014

Re:

Hook Launch Update

The \$75,000 grant funding for the Hook launch, rigging area and waterfront trail amenities was not successful. With contributions from the CGWA and HRV Parks and Rec in addition to the Port's budgeted amount for the project, there is funding to build the launch this winter from January - March 2015 during the fish window.

Hook Laur	ch - Cost Estimate
\$92,000	Hook Launch
\$24,000	Enhanced Beach - Bid Alternate
\$25,000	Engineering
\$141,000	Estimated Total Project Cost
-\$50,000	CGWA Contribution
-\$20,000	Parks & Rec Contribution
-\$71,000	POHR Budgeted Amount
\$0	Additional Needed

The waterfront asphalt trail will be built by the City of Hood River, but has been deferred until the spring of 2016 due to the outfall relocation delay. Based on cost estimates, the budget is approximately \$50,000 short to complete the trail amenities (rigging areas, stone seat wall, landscaping, and solar lighting). This work would occur in the spring of 2016 when the City has completed the outfall relocation. There are options to reduce the scope of the rigging area and trail amenities by phasing in the project over time.

	Engineering Estimated Total Project Cost
\$61.035	Rigging area and trail amenities

RECOMMENDATION: For discussion.

Commission Memo

To:

Commissioners

From:

Fred Kowell

Date:

September 19, 2014

Re:

FY 2013-14 Unaudited Budget vs Actuals Financial Report

Please find attached several pages which depict the actual financial results for the fiscal year ended June 30, 2014. Although these results are preliminary and unaudited, there should only be some minor adjustments being made during the audit.

The Statement of Operating Revenues, Expenditures and Other Sources and Uses of Funds depict the actual results from a summary level by major function. The lower part of the statement depicts how the Port fared for the year as compared to the budget.

The actual results for the year depict about \$390,322 of net operating income before depreciation, amortization or other non-cash adjustments. The budget vs actual section of the report depicts a large net positive variance which is primarily due to the purchase of the Hanel property being deferred until the environmental impact results are confirmed.

The other two reports depict budget vs actual revenues per each cost center, and expenditures by cost center (budget vs actuals) was well.

The last report is the Bridge Traffic and Revenue report.

Although the revenues and expenses look fine as compared against the budget, the toll bridge revenues are starting to flatten out. With the bonus being reduced starting January 1, 2015, the Port should see the increase in revenues be in line with the same percentage increase in bridge traffic.

Recommendation: For discussion.

PORT OF HOOD RIVER

STATEMENT OF OPERATING REVENUES, EXPENDITURES AND OTHER SOURCES AND USES OF FUNDS AND BUDGET VS ACTUAL PERFORMANCE

FOR THE TEN MONTHS ENDED APRIL 30, 2014

<i>OPERATING REVENUES</i> Tolls	Bridge	Industrial Buildings	Commercial	Waterfront	Waterfront			Administration	GENERAL	REPLACEMENT	
	Bridge	Ruildings	Dudlaliana								
Tolls			Buildings	Land	Recreation	<u> Marina</u>	Airport	Maintenance	FUND	FUND	TOTAL
10113	\$ 3,410,633									\$	3,410,633
Leases		\$ 1,286,848	\$ 143,213	\$ 10,813	\$ 6,000	\$ 252,525	\$ 161,884				1,861,282
Reimbursements		381,604	14,104	528	1,772	15,139	26,349				439,496
Fees, Events, Passes and Concessions					118,432						118,432
Property taxes					,				59,289		59,289
Total Operating Revenues	3,410,633	1,668,452	157,317	11,340	126,203	267,663	188,233		59,289	-	5,889,131
, ,											
Operating Expenses				47.000							
Personnel Services	621,048	247,249	52,678	45,630	333,968	121,534	71,180		58,328	10,341	1,561,955
Materials & Services	366,299	691,946_	56,982	135,856	106,041	68,068_	150,258	158,131	286,985	352	2,020,919
Total Operating Expenses	987,346	939,195	109,660	181,486	440,009	189,602	221,438	158,131	345,313	10,693	3,582,874
Operating income/(Loss)	2,423,286	729,256	47,657	(170,146)	(313,806)	78,061	(33,204)	(158,131)	(286,024)	(10,693)	2,306,257
Other Resources											
Income from other sources	195	<u></u>			-	-	-	46,833	558	4,578	52,164
Grants	3,000	-		-	-	6,100	260,484	-	_	-	269,584
Sale of land	· -	<u></u>		_	_	-	_	1,500	_		1,500
Note receivables	_	26,046		_	_	_	_	-	_	_	26,046
Total Other Resources	3,195	26,046				6,100	260,484	48,333	558	4,578	349,294
Other (Uses)	(0.077)	(222.252)	(50.045)	(25.240)	(02.000)	/276 802)	(404 700)	(44.000)		(4.50, 400)	(4.000.640)
Capital projects	(2,857)	(328,252)	(60,246)	(35,210)	(92,880)	(376,003)	(121,708)	(44,086)	-	(162,400)	(1,223,642)
Debt service		(144,942)	-	-		(107,657)	-			(788,988)	(1,041,587)
Total Other (Uses)	(2,857)	(473,194)	(60,246)	(35,210)	(92,880)	(483,661)	(121,708)	(44,086)		(951,388)	(2,265,229)
Transfers In/(Out)	(906,730)							(231,171)	231,171	906,730	-
Net Cashflow	\$ 1,516,895	\$ 282,109	\$ (12,589)	\$ (205,356)	\$ (406,686)	\$ (399,500)	\$ 105,571	\$ (385,055)	\$ (54,295)	\$ (50,773) \$	390,322
BUDGET VS ACTUAL PERFORMANCE											
FY 2013-14 Budget											
Operating revenues - Budget	\$ 3,365,757	\$ 1,487,733	\$ 156,046	\$ 1,200	\$ 116,143	\$ 242,449	\$ 177,642	\$ -	\$ 56,517	\$ - \$	5,603,487
Operating revenues - Actuals	3,410,633	1,668,452	157,317	11,340	126,203	267,663	188,233	_	59,289	<u>-</u>	5,889,131
Actuals greater/(Less) than budget	44,876	180,719	1,271	10,140	10,060	25,214	10,591		2,772		285,644
Accudis greater/(Less) than subject	101%	112%	101%	945%	109%	110%	106%		105%	#DIV/0I	105%
Operating expenses - Budget	1,067,063	1,044,401	127,819	177,257	485,117	215,701	255,321	170,941	365,681	31,911	3,941,212
Operating expenses - Actuals	987,346	939,195	109,660	181,486	440,009	189,602	221,438	158,131	345,313	10,693	3,582,874
• •	79,717	105,206	18,159	(4,229)	45,108	26,099	33,883	12,810		21,218	
Actuals (greater)/Less than budget	93%	90%	86%	102%	91%	88%	87%	12,010	20,368 94%	34%	358,338 91%
					 						
Other Resources - Budget	8,774	20,380		224,478	320,000	749,303	230,000	24,000	100	4,000	1,581,035
Other Resources - Actuais	3,195	26,046	_	-		6,100	260,484	48,333	558	4,578	349,294
Actuals greater/(Less) than budget	(5,579)	5,666		(224,478)	(320,000)	(743,203)	30,484	24,333	458	578	(1,231,741)
Other (Uses) - Budget	5,000	1,712,550	70,000	122,527	586,000	674,979	230,000	83,175	-	984,000 \$	4,468,231
Other (Uses) - Actuals	2,857	473,194	60,246	35,210	92,880	483,661	121,708	44,086	-	951,388 \$	2,265,229
•	2.144	1,239.356	9.754	87.317	493.120	191.318	108.292	39.089	-	32.612	2,203.007
Actuals (greater)/Less than budget	<u>2,144</u> 57%	1,239,356	9,754 86%	87,317 29%	493,120	191,318 72%	108,292	39,089 53%	#DIV/0!	32,612 97%	2,203,002 51%

PORT OF HOOD RIVER

SCHEDULE OF EXPENDITURES BY COST CENTER BY FUND BUDGET AND ACTUAL - 100% THROUGH THE BUDGET

FOR THE TEN MONTHS ENDED JUNE 30, 2014

	Cost	Pe	ersonal Service	es	Т	Mate	erials & Servi	ces	1	С	apital Outlay		Т		Debt Serv	ice		Tot	al Appropriati	ion
EXPENDITURES	Centers	Budget	Actual	Unspent	85%	Budget	Actual	Unspent	%	Budget	Actual	Unspent	%	Budget	Actual .	Unspent	%	Budget	Actual	Unspent
Toll Bridge	100	675,204	621,048	54,156	92%	391,859	366,299	25,560	93%	5,000	2,857	2,144	57%	(=)	-	-		1,072,063	990,203	81,860
3,	•																			
Industrial Facilities																				
Big 7	200/205	36,697	29,553	7,144	81%	126,009	117,410	8,599	93%	22,000	4,542	17,458	21%	. 				184,706	151,505	33,201
Jensen Property	302	56,435	47,678	8,757	84%	190,511	171,511	19,000	90%	75,550	20,305	55,245	27%	145,000	144,942	58	100%	467,496	384,435	83,061
Maritime Building	303	28,316	24,775	3,541	87%	84,433	73,554	10,879	87%	50,000	49,983	17	100%	(2)				162,749	148,312	14,437
Halyard Building	307	51,176	47,261	3,915	92%	124,617	117,935	6,682	95%	255,000	244,834	10,166	96%	(2)				430,793	410,029	20,764
Expo Center	401	32,976	33,728	(752)	102%	121,651	115,466	6,185	95%	=	8€	-	#DIV/0!	: - ::				154,627	149,194	5,433
Timberline Incubator Building	702	26,719	25,009	1,710	94%	25,277	15,736	9,541	62%	-	12	2		_				51,996	40,745	11,251
Wasco Building	800	45,949	39,246	6,703	85%	85,635	80,334	5,301	94%	-	\$ 7	(7)		570				131,584	119,580	12,004
Hanel Site		2	21	4	0%	8,000		8,000	0%	1,165,000	8,588	1,156,412	1%	:=:		100		1,173,000	8,588	1,164,412
	7-	278,268	247,249	31,019	89%	766,133	691,946	74,187	90%	1,567,550	328,252	1,239,298	21%	145,000	144,942	58	100%	2,756,951	1,412,389	180,150
Commercial Facilities	2.5																			
State Office (DMV) Building	501	18,635	16,562	2,073	89%	23,246	21,089	2,157	91%	3,000	5 = 5	3,000		50				44,881	37,651	7,230
Marina Office Building	506	24,445	22,512	1,933	92%	31,292	26,513	4,779	85%	62,000	60,246	1,754	97%	**				117,737	109,271	8,466
Port Office Building	502	16,052	13,604	2,448	85%	14,149	9,379	4,770	66%	5,000	-	5,000	0%	21			2 =	35,201	22,984	12,217
	-	59,132	52,678	6,454	89%	68,687	56,982	11,705	83%	70,000	60,246	9,754	86%	-				197,819	169,906	27,913
Waterfront Industrial Land	300/301	41,524	45,630	(4,106)	110%	135,733	135,856	(123)	100%	122,527	35,210	87,317	29%	27				299,784	216,696	83,088
Waterfront Recreation																				
Eventsite	402	117,530	96,368	21,162	82%	43,104	34,126	8,978	79%	12,000	-	12,000	0%	=				172,634	130,494	42,141
Hook/Spit	306/505	41,283	38,068	3,215	92%	14,584	11,187	3,397	77%	87,000	39,970	47,030	46%	=				142,867	89,224	53,643
Marina Park	504_	205,103	199,532	5,571	97%	63,513	60,728	2,785	96%	487,000	52,910	434,090	11%				-	755,616	313,171	442,445
	-	363,916	333,968	29,948	92%	121,201	106,041	15,160	87%	586,000	92,880	493,120	16%		-	***	ti 13 .	1,071,117	532,889	538,228
								2 52 5			222 2 22					7.000		000.600	670.060	047.447
Marina	503	139,524	121,534	17,990	87%	76,177	68,068	8,109	89%	560,000	376,003	183,997	67%	114,979	107,657	7,322	94%	890,680	673,263	217,417
			NAMES OF THE PARTY								404 700	400000			$\widehat{\Omega}$			105 224	242446	440.475
Airport	600	70,485	71,180	(695)	101%	184,836	150,258	34,578	81%	230,000	121,708	108,292	53%					485,321	343,146	142,175
						00.045	77.040	4.007	IOM PAN	42.475	42.620	20 555	arara a					125,220	90.00	35,552
Administration		=	-	<u>~</u>		82,045	77,048	4,997	94%	43,175	12,620	30,555	29%					0/80	89,668	
Maintenance	7.	- 4 600 050	4 402 207	424766	02772020	88,896	81,083	7,813	91%	40,000	31,466	8,534	79%	250.070	252,599	7 200	070/	128,896	112,549	16,347 1,322,730
Total Expenditures	9	1,628,053	1,493,287	134,766	92%	1,915,567	1,733,581	181,986	90%	3,224,252	1,061,242	2,163,010	33%	259,979	232,399	7,380	97%	7,027,851	4,540,709	1,322,730
5.1 5 1.0 5 1.0 5	. E	40.050	40.244	1 000		10.001	252	10 200	901	105.000	162 400	32,600	020/	789,000	788,988	12	100%	1,015,911	962,080	53,831
Bridge Repair & Replacement Fund	a =	12,250	10,341	1,909	84%	19,661	352	19,309	2%	195,000	162,400	52,000	83%	703,000	700,500	12	100%	1,013,311	302,080	33,031
		C4 202	E0 200	2.055	(<u>15</u> 50/1000)	204.200	200.005	17 442	97980									2CF C01	2/15 212	20.269
General Fund		61,283	58,328	2,955	95%	304,398	286,985	17,413	94%								(<u>=</u>	365,681	345,313	20,368

Explanations

Revenue Fund

With regard to the overall performance of the Revenue Fund, the cost categories of Personnel Services and Materials & Services were under budget by 8%-10%. Capital Outlay was well under budget due to the purchase of the Hanel site being deferred until further environmental testing was completed which pushed the purchase into FY 2014-15.

General Fund

The General Fund tracked within 5%-6% of the budget and the budget transfer of \$30,000 was helpful in this situation.

Bridge Repair & Replacement Fund

The Bridge Repair & Replacement Fund was within budget. Capital Outlay was less than anticipated due to some of the engineering work being completed in July.

PORT OF HOOD RIVER

Schedule of Revenues by Cost Center By Fund Budget to Actuals - 100% Through Budget For the Ten Months Ended April 30, 2014

		REVE	NUES		
	Budget	Actual	Total	Variance	%
REVENUE FUND					
Toll Bridge Bridge Tolls	\$ 3,355,757	\$ 3,397,633	\$ 3,397,633	\$ 41,876	101%
Cable Crossing Leases	10,000	10,000	10,000	-	100%
Other	8,774	3,195	3,195	(5,579)	36%
	3,374,531	3,410,828	3,410,828	36,297	101%
Industrial Facilities					
Big 7	276 276	270 544	270 544	2 222	1010
Lease Revenues Reimbursements	276,276 72,622	279,514 68,378	279,514	3,238	101%
Jensen Property	72,622	08,378	68,378	(4,244)	94%
Lease Revenues	315,225	328,725	328,725	13,500	104%
Reimbursements	137,414	118,596	118,596	(18,818)	86%
Maritime Building	- 2000 mile (1 € 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0			,	
Lease Revenues	66,194	174,172	174,172	107,978	263%
Reimbursements	39,915	45,945	45,945	6,030	1159
Halyard Building					
Lease Revenues	154,938	164,903	164,903	9,965	1069
Reimbursements	38,086	61,991	61,991	23,905	163%
Note Receivable	5,950	11,617	11,617	5,667	195%
Other Expo Center		=0	-	-	
Lease Revenues	144,149	138,857	120 057	/E 202\	96%
Reimbursements	39,848	36,041	138,857 36,041	(5,292) (3,807)	90%
Other Financing Sources	-	-	-	(3,807)	307
Fimberline Incubator Building					
Lease Revenues	25,650	52,125	52,125	26,475	2039
Reimbursements	4,900	474	474	(4,426)	109
Wasco Building	2. ************************************			_	
Lease Revenues	124,393	148,552	148,552	24,159	1199
Reimbursements	48,123	50,178	50,178	2,055	1049
Note Receivable	14,430	14,429	14,429	(1)	1009
	1,508,113	1,694,498	1,694,498	186,385	1129
Commercial Facilities					
tate Office (DMV) Building					
Lease Revenues	36,973	37,274		301	1019
Reimbursements	3,201	3,372	3,372	171	1059
Varina Office Building	40.006	56.440	F		
Lease Revenues Reimbursements	48,896	56,443	56,443	7,547	1159
Port Office Building	15,535	10,598	10,598	(4,937)	689
Lease Revenues	48,550	49,495	49,495	945	1029
Reimbursements	2,891	134	134	(2,757)	59
	156,046	157,317	157,317	1,271	1019
Naterfront Industrial Land	9	1000 E-22-0 - 0 - 0-14-2		270. • 170. C 2570.	
Lease Revenues	1,200	10,813	10,813	9,613	9019
Reimbursements	=	528	528	528	09
Land Sale	150,000		5 7 8	(150,000)	09
Note Receivable	74,478	-	H 1	(74,478)	09
-	225,678	11,340	11,340	(214,338)	59
Naterfront Recreation					
Eventsite, Hook and Spit					
Events, Passes, Permits and Concessions	69,334	109,833	109,833	40,499	1589
Marina Park	27.050				7020027
Sailing Schools, Showers and Events Lease Revenues	37,963	8,599 6,000	8,599	(29,364)	239
Reimbursements	5,843	6,000	6,000	157	1039
Grant	3,003 320,000	1,772 -	1,772	(1,231)	599
Grant	436,143	126,203	126,203	(320,000)	299
Marina		120,203	120,203	(303,340)	257
Lease Revenues	226,085	252,525	252,525	26,440	1129
Reimbursements	16,364	15,139	15,139	(1,226)	939
Grant	9,303	6,100	6,100	(3,203)	669
Other Financing Sources	740,000			(740,000)	09
	991,752	273,763	273,763	(717,989)	289
<u> Nirport</u>	3 			***	
Lease Revenues	149,859	161,884	161,884	12,025	1089
Reimbursements	27,783	26,349	26,349	(1,434)	959
Grant	230,000	260,484	260,484	30,484	09
	407,642	448,717	448,717	41,075	1109
Budget to Actual Revenues	7,099,905	6,122,667	6,111,326	(762,901)	869
Revenues less Other financing sources	5,555,744	5,830,037	5,830,037	274,293	1059
		•			
GENERAL FUND					
Property taxes	56,517	59,289	59,289	2,772	1059
Transfers from other funds	279,064	231,171	231,171	(47,893)	839
	\$ 335,581	\$ 290,460	\$ 290,460	\$ (45,121)	879
DOLOGO DEDATO O DESTRUCTO					
BRIDGE REPAIR & REPLACEMENT FUND	A 2 A 2 A 2 A 2 A 2 A 2 A 2 A 2 A 2 A 2	A		14.150.00 × ×	
Transfers from other funds	\$ 1,371,557	\$ 906,730	906,730	(464,827)	669

PORT OF HOOD RIVER Bridge Traffic and Revenue Report Exhibit B

Columbia State Bank Loan - Covenant - 3.9 (g)

		8-09		9-10		0-11		1-12	201	2-13	201	13-14	Change Prior	
	Traffic	Revenue	Traffic	Revenue										
JUL	357,936	\$259,432	369,953	\$274,001	368,701	\$272,041	361,074	\$265,574	355,233	\$297,432	372,181	\$ 339,743	1.05	1.14
AUG	351,111	\$255,618	368,993	\$272,514	357,092	\$265,020	355,868	\$261,248	364,506	\$318,526	372,950	\$ 344,140	1.02	1.08
SEPT	301,296	\$228,080	326,714	\$246,948	322,018	\$241,873	318,316	\$238,794	328,071	\$380,237	330,147	\$ 304,490	1.01	0.80
ост	310,245	\$229,867	312,632	\$232,449	313,442	\$231,631	309,883	\$231,842	317,197	\$287,740	326,995	\$ 299,209	1.03	1.04
NOV	258,780	\$190,133	273,782	\$200,036	260,599	\$188,211	269,853	\$197,401	277,328	\$249,148	281,772	\$ 252,702	1.02	1.01
DEC	226,349	\$165,182	265,881	\$191,619	260,682	\$186,520	274,203	\$195,532	265,925	\$233,136	272,528	\$ 237,524	1.02	1.02
calendar	····													
year total	3,447,200	\$2,529,348	3,630,702	\$2,665,538	3,632,193	\$2,661,262	3,622,901	\$2,646,090	3,617,141	\$3,300,132	3,749,551	\$3,384,542		
JAN	243,673	\$176,385	258,150	\$185,567	257,579	\$185,687	236,015	\$208,412	257,781	\$240,242	274,253	\$ 244,374	1.06	1.02
FEB	241,444	\$175,075	256,241	\$185,567	245,980	\$176,730	256,567	\$225,906	259,626	\$241,084	248,373	\$ 219,088	0.96	0.91
MAR	274,661	\$197,332	294,755	\$215,519	281,508	\$202,433	282,592	\$251,099	320,340	\$269,257	297,531	\$ 265,325	0.93	0.99
APR	296,018	\$215,785	296,654	\$216,952	296,450	\$213,830	292,315	\$263,709	300,672	\$268,777	317,218	\$ 282,097	1.06	1.05
MAY	324,615	\$238,565	316,978	\$231,889	319,552	\$232,419	320,953	\$291,884	325,314	\$290,897	343,575	\$ 301,985	1.06	1.04
JUN	332,336	\$244,830	326,881	\$240,473	332,635	\$244,601	320,439	\$292,903	329,245	\$296,477	341,619	\$ 307,150	1.04	1.04
fiscal vear total	3,518,464	\$2,576,283	3,667,614	\$2,693,534	3,616,238	\$2,640,994	3,598,078	\$2,924,305	3,701,238	\$3,372,952	3,779,142	\$3,397,826	1.02	1.01
year total									<u> </u>		1	J		

ANNUAL BRIDGE TRAFFIC AND REVENUES

June 30th	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
Fiscal	3,518,464 \$ 2,576,283	3,667,614 \$ 2,693,534	3,616,238 \$ 2,640,994	3,598,078 \$ 2,924,305	3,701,238 \$ 3,372,952	3,779,142 \$ 3,397,826
Year Total		4.24% 4.55%	-1.40% -1.95%	-0.50% 10.73%	2.87% 15.34%	2.10% 0.74%

Commission Memo

To:

Commissioners

From:

Michael McElwee

Date:

September 23, 2014

Re:

Waterfront

Refinement

Plan

Presentation/Work

Session

Following up on our September 9 meeting, Frank Angelo, principal at Angelo Planning Group (APG), will provide an update on the Waterfront Refinement Plan (WRP). This will be an opportunity for Commission discussion and input in the early stage of the WRP and before the public meeting tentatively scheduled for September 30.

Attached is a draft handout that will be used to provide overview information to the public.

RECOMMENDATION: For information.

Hood River Waterfront Refinement Plan: *Initial Concepts*

Purpose

Hood River has more than 40 years of experience planning its waterfront district. Although much of the land has been developed over the years the remaining parcels, primarily adjacent to the Columbia River and Nichols Boat Basin, need further planning refinement. The City of Hood River, in partnership with the Port of Hood River, has initiated preparation of the **Hood River Waterfront Refinement Plan** to address some of the remaining undeveloped areas as well as to ensure that community resources are protected. As a first step, the City and Port are interested in getting input from the community regarding the initial concepts outlined below. Later this Fall, these concepts will be developed into an overlay zoning district that will define implementation options within the Refinement Plan area. The community will have additional opportunities to provide input on the draft plan and code amendments through the legislative process scheduled for November and December.

Proposed Plan Area

The proposed Plan Area for the **Hood River Waterfront Refinement Plan** includes property adjacent to the Columbia River from the Hook to the southwest corner of the Nichols boat basin. Almost all of these properties are owned by the Port of Hood River.





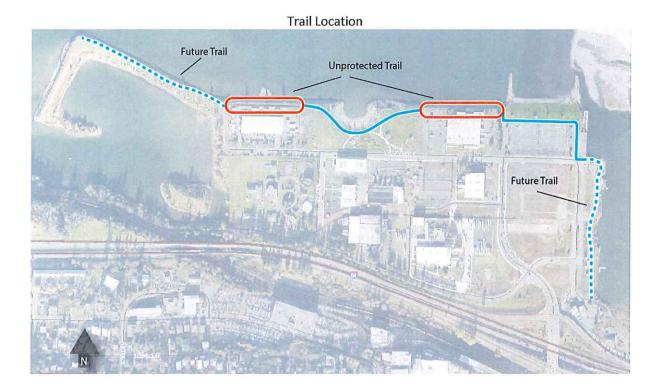


Initial Plan Concepts

On the following pages are some initial concepts that could be implemented through the **Hood River Waterfront Refinement Plan**.

Continuous Waterfront Trail

- Provide a permanent easement to preserve public access to the existing waterfront trail. Portions of the existing waterfront trail are not currently protected for permanent public use.
- Adopt design standards for future trail segments. Design standards should ensure that future trail
 projects and adjacent landscaping compliment the surrounding uses and natural environment.











Design Standards, Zoning and Allowed Uses along the west bank of the Nichols Boat Basin The Nichols Basin West Edge project has produced an overall design concept for the west side of the Nichols Basin that anticipates an active recreational area with some commercial development and a community boating facility. A portion of this area, Lot 1A, is a relatively narrow strip of land between 1st Street and the Nichols Boat Basin. The zoning or allowed uses for Lot 1A may need to be modified to reflect this long-range vision. There is a potential public benefit in allowing a wider range of uses while ensuring that the design standards for Lot 1A recognize its unique location. As part of the **Hood River Waterfront Refinement Plan**, the zoning and design standards for Lot 1A could be changed to:

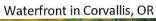
- Ensure connections to the new Nichols Basin Bike/Pedestrian Trail expected to be constructed in
- Create an interactive edge, with small scale, single story buildings that are not dominated by parking.
- Ensure that connections are provided between the 1st Street and the Trail and the Boat Basin through several public spaces (e.g. plazas).
- Require buildings to have pedestrian-friendly façades facing all public spaces (e.g. trail, sidewalk, plazas).
- Allow civic and recreation uses (such as a community light watercraft center) and small commercial
 uses to activate the area and create an environment where pedestrians circulate comfortably
 between the Trail and 1st Street.
- Establish new zoning or an overlay district to reflect the long-term vision for the area.

















Design Standards for Development within the Light Industrial Zone

As part of the **Hood River Waterfront Refinement Plan**, design standards for new industrial development could be adopted to address the following design features:

- Windows, entrances and building orientation to the street
- Building materials
- Parking location
- Landscaping and screening
- View corridor from the 2nd Street overpass

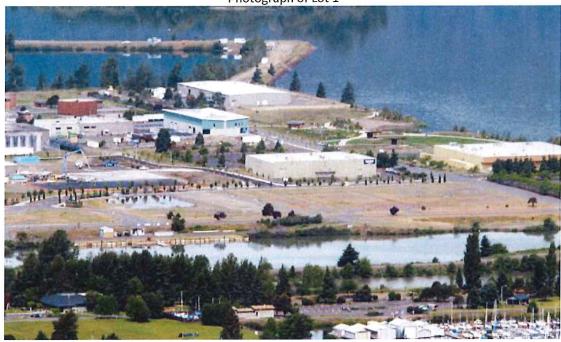
In the near term, these standards would primarily affect development on Lot 1 (located east of 2^{nd} Street, south of Portway Avenue and west of North 1^{st} Street). Lot 1 is one of the largest remaining development sites within the Waterfront District and is also one of the most visible. It is currently zoned Light Industrial and is expected to remain Light Industrial.







Photograph of Lot 1



Existing light industrial building showing preferred design



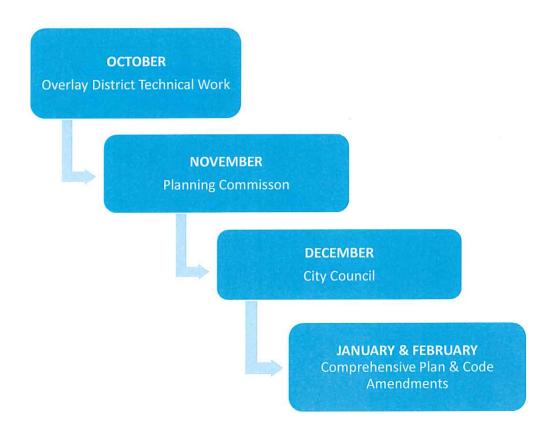




OTHER ISSUES TO BE ADDRESSED

- Draft a definition to add to HRMC 17.22 Natural Resources to clarify "Top of Bank" location.
- Draft a definition of the water vs. land boundary on the Columbia River for Zoning 17.22.
- Draft new language for Section 17.01 Unzoned Water.
- Draft new language explaining what bioengineering standards will be used on lands subject to the Columbia River Waterfront Overlay Zone.
- Clear up language conflicts between Comprehensive Plan Goal 7 (Natural Hazards), Zoning Ordinance 17.03.090 Environmental Hazard Zone; and Hood River Municipal Code 15.44 Flood Hazards.
- Verification of traffic impacts associated with any proposed changes.

SCHEDULE







Executive Director's Report

September 23, 2014

Staff & Administrative

- The "State of the Port" presentation to Hood River Rotary will be posted on our web site.
- Commissioner Shortt and I will be attending the PNWA annual meeting October 15-17 in Vancouver.
- Thanks to Commissioners Duckwall, Davies and Shortt for attending the Board training on September 3. In order to obtain an insurance discount, other Commissioners will need to attend some type of training before November 15. Laurie will identify upcoming opportunities.
- I continue to work ahead with other ports and private businesses on the regional advocacy strategy. We have come to tentative agreement on a name, logo, mission statement and initial fact sheets. This will be a discussion item in October.

Recreation

- Launching and landing resumed at the Event Site on September 15.
- Three boathouse owners have still not fixed their physical connections.
- We are attempting to deal with an (apparently) abandoned sail boat and trailer in the Boat Launch parking lot. There are very specific steps, defined in statute for removing private property.
- We have stockpiled about 2,000 cubic yards of good fill material east of the Maritime Building and another 500 yards at the Airport. The material on the waterfront will likely be used for the West Edge project.
- Liz and I met with the HRVPR board on September 17 to discuss funding support for both the ramp and the NBWE project. The board approved \$20,000 for the Hood Ramp Project. They will consider the \$35,000 we requested for the NBWE project in October. One board member suggested approval could be tied to Port support for a Dog Park.
- Walker|Macy is nearly complete with 60% construction drawings for the NBWE project. The next PAC meeting is tentatively scheduled for October 1.
 We have retained CJ Rench to prepare concepts for the seawall rail.

Development

- A presentation and work session on the Waterfront Refinement Plan will occur at the September 23 meeting.
- The Planning Commission recommended approval of the zone change application related to rezoning 2.33 acres of C2 to LI on September 15. They also recommended approval of the site plan presented by Key Development for the Turtle Island warehouse. Both items will be at City Council on September 22.

• The 100% construction documents for the Frontage Road trail are complete. However, an immediate challenge is how to finalize the plans to anticipate the coming Naito hotel project.

Airport

• The initial meeting of the Master Plan Project Advisory Committee occurred on September 17. Fred will provide an update.

Bridge/Transportation

- The ODOT committee evaluating an Area Committee on Transportation (ACT)
 has received feedback on the various options from a number of regional
 stakeholders. My read of them is that there is a split between support for
 one large ACT and two Acts—one urban and one rural.
- Facilities staff will resume some welding of the bridge deck in late September and October to address new breaks before winter.







Joint Press Release

For Immediate Release September 18, 2014

Sharon Carter Klickitat Co. Senior Services/ Mt. Adams Transportation Svc. 509-493-6228 SharonC@co.klickitat.wa.us Scott Turnoy Gorge TransLink/ MCEDD 541-296-2266 scott@mcedd.org Michael McElwee Port of Hood River 541-386-1645 mmcelwee@portofhoodriver.com

Partnership promotes bike transport across Hood River Interstate Bridge

Bicyclists in the Mid-Columbia have an option for transporting their bikes across the Hood River Interstate Bridge. Mt. Adams Transportation Service (MATS) recently added bicycle racks to some vehicles so that cyclists may utilize its fixed route service across the bridge on a three-day per week schedule, for the cost of \$1.

Cyclists may be picked up with their bicycles by MATS vehicles at designated stops and times on Mondays, Wednesdays and Fridays. The service is available four different times throughout the day: morning, around noon, mid-afternoon and late afternoon. The schedule allows passengers to board at various stops in White Salmon, Bingen or Hood River, as MATS vehicles follow the fixed route.

MATS primary mission is to provide transportation to Klickitat County residents for medical trips or essential needs. "We have limited space on vehicles, but in most cases can accommodate cyclists and their bikes," relays Sharon Carter, Director of Klickitat County Senior Services. "It's imperative that cyclists call ahead to ensure there will be space to accommodate them."

Promotion of the MATS' service to cyclists is a partnership between MATS, the Port of Hood River, and Gorge TransLink, and is hoped to be a welcome alternative for bicyclists and pedestrians wishing to cross the bridge. Over the years, the Port of Hood River has explored options with bridge engineers to accommodate pedestrian and bicycle crossings, but designs and costs for structural modifications have been impractical and cost-prohibitive. Bridge replacement has been studied but is not anticipated within the next 20 years.

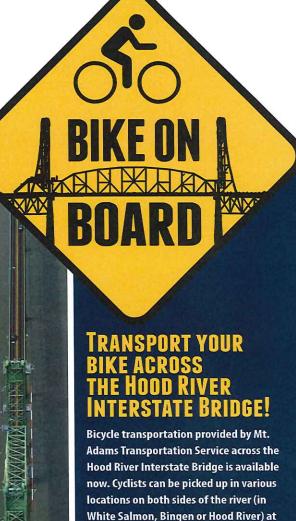
In 2009, the Port commissioned a study by Alta Planning + Design, a Portland planning firm that focuses on bike infrastructure. The study found support for a crossing alternative that would expand upon existing transit services between the three communities and across the bridge, providing bicycle racks on transit vehicles. Recommended alternatives were to expand fixed route transit service that serves communities in both Oregon and Washington, and crosses the bridge multiple times a day. Currently, MATS provides its fixed route service three days per week.

"The Port of Hood River and Gorge Translink are pleased to support this effort by MATS to transport cyclists across the bridge. Our area is rich in recreation, and filled with active people. Bicycle transit across the bridge has been a goal for many years for the Port and the region," said Scott Turnoy, Project Manager for Gorge TransLink. "We are thrilled to take this step toward a solution."

Complete information about the MATS fixed route is available at klickitatcounty.org/senior/ or http://www.gorgetranslink.com/cyclist.html.

Passengers or cyclists should call MATS at 509-493-4662 or 800-493-7606 for more information, or to schedule a pick up. A complete route schedule accompanies this article.







scheduled times and transported by MATS across the bridge to a designated stop.









ions
8:15 AM
8:17 AM
8:20 AM
8:25 AM
8:45 AM
9:05 AM
9:10 AM
9:15 AM
9:17 AM
9:20 AM
9:25 AM
9:27 AM
9:30 AM
9:33 AM

RUN 3 - Built around pick up at Opportunity Conr	nections
WHITE SALMON LIBRARY	1:30 PM
OAK & HUMBOLDT, BINGEN (BANK)	1:32 PM
MCDONALDS/BN	1:35 PM
PORT OF HOOD RIVER*	1:40 PM
OPPORTUNITY CONNECTIONS (THOMSEN RD)	2:00 PM
3RD & CASCADE (BPOE)*	2:15 PM
WALMART*	2:20 PM
CGCC - INDIAN CREEK CAMPUS* ^B	2:25 PM
ROSAUERS*	2:27 PM
PROVIDENCE HOSPITAL*	2:30 PM
PORT OF HOOD RIVER*	2:35 PM
BRIDGE MART (BINGEN)	2:38 PM
OAK & HUMBOLDT, BINGEN (NAPA)	2:40 PM
WHITE SALMON LIBRARY	2:43 PM

		Port of Mood River
Wal Mart	BPOE (3rd & Cascar Gascade	34
Hood River	S Providence	
		F (hry13)
	T . 11	1 1
Columbia Gorge Comm. C	ollege Way Rosauers	Opportunity Connections 4:4 miles South

WHITE SALMON LIBRARY	11:40 AM
OAK & HUMBOLDT, BINGEN (BANK)	11:50 AM
MCDONALDS (BINGEN)	11:55 AM
PORT OF HOOD RIVER*	12:00 PM
PROVIDENCE HOSPITAL*	12:15 PM
CGCC – INDIAN CREEK CAMPUS* ^β	12:20 PM
ROSAUERS*	12:22 PM
WALMART*	12:27 PM
PORT OF HOOD RIVER*	12:32 PM
BRIDGE MART (BINGEN)	12:35 PM
OAK & HUMBOLDT, BINGEN (NAPA)	12:37 PM
WHITE SALMON LIBRARY	12:40 PM

RUN 4 – Built around pick up at Providence Hospital		
WHITE SALMON LIBRARY	4:20 PM	
OAK & HUMBOLDT, BINGEN (BANK)	4:22 PM	
MCDONALDS (BINGEN)	4:25 PM	
PORT OF HOOD RIVER*	4:30 PM	
3RD & CASCADE (BPOE)*	4:34 PM	
WALMART*	4:39 PM	
CGCC – INDIAN CREEK CAMPUS* β	4:44 PM	
ROSAUERS*	4:46 PM	
PROVIDENCE HOSPITAL*	4:50 PM	
PORT OF HOOD RIVER*	5:05 PM	
BRIDGE MART (BINGEN)	5:08 PM	
OAK & HUMBOLDT, BINGEN (NAPA)	5:11 PM	
WHITE SALMON LIBRARY	5:30 PM	

^{*}Stops in Hood River, Oregon

§ Stops not necessary on Fridays (CGCC not open on Fridays)

Commission Calendar

October 2014

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7 ODOT Contracting: Anne Commission Mtg	8	9 ORAVI Summit McElwee/Streich at WAAAM	10	11
12	13 Columbus Day Port Office is Open URA? Shortt/Streich	14 Bridge Maint. Conf Oct. 14-16 (Mann)	15 PNWA: McElwee/Shortt	16 PNWA: McElwee/Shortt Harvest Fest Lot 1, Event Site Exclusive Use With move-in/move-out	Harvest Fest Lot 1, Event Site Exclusive Use	18 Harvest Fest Lot 1, Event Site Exclusive Use With move-in/move-out
19 Harvest Fest Lot 1, Event Site Exclusive Use With move-in/move-out	20 KIHR Radio, 8am	21 Commission Mtg	22	23	24 Pacific NW Air Museums Conf. @ WAAAM	25 Col. Gorge Marathon Marina Green
26	27	28	29	30	31	
		September 20 S M T W Th 1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28 29 30	F Sa S S S S S S S S S S S S S S S S S S	M T W Th F Sa 3 4 5 6 7 8 10 11 12 13 14 15 17 18 19 20 21 22 24 25 26 27 28 29	Notes: Date for Fall Planning to	be determined

Commission Memo

To: Commissioners

From: Anne Medenbach

Date: September 23, 2014

Re: Marina Electrical Update

The Commission approved a contract with Eaton Electric in the amount of \$19,319 on August 19 to add GFCI protection to each main circuit in the Marina. LaLonde Electric provided a bid of \$32,100 which would have enabled them to oversee the Eaton install. Eaton is the manufacturer of the equipment that is being installed. A requirement of the purchase of their equipment is that they install it. Since that time, it has become clear that a contract directly with Eaton is not possible. Therefore, Gorge Electric, Inc. has provided the Port with a bid for the work in an amount not to exceed \$21,467.

RECOMMENDATION: Approve contract with Gorge Electric Inc. for the Marina circuit split and additional GFI monitor/protection equipment installation, not to exceed \$21,467.

PROPOSAL

Gorge since 1981

Electric

INCORPORATED

P.O. Box 806 Hood River, OR 97031 (541)386-2468 fax:(541)386-8944gorge.elec@gorge.net OR: CCB 111706 WA GORGEIO43D1

DATE	Reference	
9/18/2014	Shunt Trips	

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

ARCHITECT	DESCRIPTION	DRWGS. Dated
Port of HR	GFI Relay	

We here by submit the following proposal

Work to be performed at Port of Hood River Marina Dock:

Gorge Electric, Inc. and/or its subcontractor proposes the following:

Procure the correct external ground fault relay (Bender, RCMS460), zero-sequence CTs, and shunt trips (for the 5 circuitbreakers called out in the one-line diagram) in order to meet NEC555.3 applicable to marina installations. Take measurements of the existing switchboard to determine the specific CTs that will fit inside the switchboard. Parts will be ordered after the initial visit and then we will return to the site to install and test the new equipment.

If it is determined that a system issue (like bond from neutral to ground downstream the new gear) causes the new system to trip earlier than expected it is possible thay any troubleshooting of that issue would have to be covered under a separate order. This proposal covers the installation of the new relay and testing to prove that it works as designed.

Port of Hood River Responsibilities:

- 1. Port to arrange utility outage on line side of breaker being tested (if applicable)
- 2. Schedule and perform sswitching operations to deenergize equipment on which work will be performed.
- 3. Delays or standby time beyond the control of Gorge Electric will be billed applicable labor rates.
- 4. Prior to start of work Port of Hood River will familiarize Gorge Electric and subcontractor staff wil the customer's safety program. Gorge Electric shall not be obligated to begin work unless safety practices are acceptable to Gorge Electric and sugcontractor staff.
- 5. Additional work requested by customer to be performed on a time and material basis or proposed separately.

Twenty One Thousand Four Hundred Sixty Seven and 00/100

Accepted By:	TOTAL	\$21,467.00
Price is valid for 60 days from date of proposal. Work to be completed in a timely and professional manner. In accepting this proposal and attached contract addendum the above	Thank-you,	We Appreciate Your
named customer agrees to pay in full the amount listed.		Business

Commission Memo

To: Commissioners

From: Anne Medenbach

Date: September 23, 2014

Re: Jensen Building - Energy Trust Lighting Upgrade

The Jensen Building is mostly lighted with T12 light fixtures. T12 ballasts are no longer available and the replacement bulbs are very expensive. They are also expensive to operate and are being replaced by more efficient T8s and LEDs. The Port purchased a stock pile of T12 bulbs and ballasts from the School District a number of years ago and we are down to four ballasts.

The Energy Trust of Oregon offers incentives to change out T12s to more efficient versions. They did an energy audit of both the Big 7 and Jensen buildings (see attached). As part of Spring Planning, the Commission approved the expenditures to upgrade our lighting in these two buildings.

The budget for the Jensen Building lighting upgrade after incentive was \$20,000. The actual cost after incentive is \$26,339. The quote provided by Gorge Electric is \$40,886 for the total project cost. _ The Energy Trust will reimburse the Port for \$14,547 once this contract with Gorge Electric is signed.

We had in the budget \$10,000 for landscaping at Jensen that we will not be doing and \$17,000 for Breezeway upgrades, which we will not be doing this year. Staff suggests that we use a portion of this budget to complete the lighting upgrade. The upgrade will save \$9,418 in energy costs per year and has a payback time of 2.8 years.

Please see the attached energy savings and payback timeline.

RECOMMENDATION: Approve contract with Gorge Electric Inc. in an amount not to exceed \$40,886 for completion of a lighting upgrade to the Jensen Building.



September 3, 2014

Proposed Lighting Retrofit

Jensen Building

Prepared by

Platt Electric

Estimated Energy Savings and Energy Trust of Oregon Incentive Package

Based on the lighting retrofit project proposal that has been prepared, we have estimated the energy savings and the incentives that would be available from Energy Trust of Oregon.

Estimated Annual Energy Savings	121,652 kWh	
Estimated Annual Cost Savings	\$ 9,418 per year	
Estimated Energy Trust of Oregon Incentive	\$ 14,547	
Estimated Installation Cost	\$ 40,886	

Based on your proposed retrofit and estimated installation cost, we show the following financial analysis:

Estimated Installation Cost	\$ 40,886
minus Energy Trust of Oregon incentive	\$ (14,547)
Net Installation Cost	\$ 26,339
Energy Savings Payback (in years)	2.8
% of installed cost paid for by incentives	36%
Rate of Return	36%

Estimated cost for every year the project is delayed	\$ 9,418
Estimated cost for every year the project is delayed	φ 9,410

This project requires a pre-installation inspection.

This is an estimate only, as actual savings and incentives will vary based on final installed measures and costs, actual area operating hours, energy rates and building usage.

Green Project Box: (Estimate for informational purposes only. The carbon footprint from electricity generation is calculated from a regional average, which may be different than the national average.)

This proposed project could	offset approximately	46 tons of CO2 generated by fossil fuels,
equal to taking more than	8 cars off the road or	7.3 acres of reforested trees.

PROPOSAL



OR; CCB 111706 WA GORGEIO43D1

DATE Reference

9/3/2014 Jensen Bldg

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

ARCHITECT	DESCRIPTION	DRWGS. Dated	
as built	Jensen Bldg	viewed 6/18/2014	

We here by submit the following proposal

Revised Proposal is for a lighting exchange at Jensen Building, Port of Hood River

Customer is to provide assistance in clearing work space areas, which are to be free of machines, storage items and other encumbrances to allow fixture alterations.

Per Attached Lighting Documentation:

- 1. Removal of existing lighting
- 2. Install new lighting

Occupancy Sensor controls may be required and installed on a per item as needed basis. Costs for occupancy controls are not included in proposal price.

Disposal to be done by others

Attached Energy Trust Savings Information is provided as an estimate, actual savings to be determined upon final submittal.

NOTE:

Energy incentives are estimates and are to be finalized by Energy Trust Representative. Gorge Electric, Inc. to assist in completion of incentive process.

Additions, alterations, or deviations from the information used to prepare a fixed price contract must be bid separately or done on a time and material basis. Job to be completed within a reasonable time frame. Time restrictions resulting in overtime hours to be billed at regular overtime rate. Payment to be 30% Due at Notice to Proceed, 50% Due at rough-in, Remainder due upon completion.

Forty Thousand Eight Hundred Eighty six and 00/100

	TOTAL	\$40,886.00	
Price is valid for 60 days from date of proposal. Work to be completed in a timely and professional manner. In accepting this proposal and attached contract addendum the above named customer agrees to pay in full the amount listed.		Thank-you, We Appreciate Your Business	