

**Chelan Douglas Regional Port Authority
Meeting Agenda
March 9th, 2021
9:00 am**

In order to maximize social distancing related to COVID-19, the meeting will be held at the CTC and remotely using Zoom Virtual Conference.

I. CALL TO ORDER

**Note: When the Chelan Douglas Regional Port Authority meeting is called to order, the Port of Chelan County and Port of Douglas County meetings are simultaneously called to order.*

II. INTRODUCTIONS

III. CONFLICT OF INTEREST

IV. CONSENT AGENDAS

CDRPA: Approval of Chelan Douglas Regional Port Authority Minutes of February 23rd, 2021 Meeting; and Check Register Pages #2021-05-#2021-08, including Electronic Transfers

POCC: Approval of Port of Chelan County Check Register Page #2021-03

V. PRESENTATIONS

- CTC Entrance Design Concepts – W.E.S. Landscape Architecture – Wendy Santiago
- Douglas County Sewer District – Commissioners Sutton and Peterson, and GM Bernita Landers – 10:30 am

VI. CDRPA ACTION ITEMS

- (1) Waterville Airport Pavement Rehabilitation Project – Bid Award
- (2) FAA Reimbursable Agreement – Airport Apron & Taxiway Project
- (3) CDRPA Resolution No. 2021-05 Surplus Property – Actapio Personal Property
- (4) Community Action Council Lease Agreement – Lineage Buildings G & I

VII. CDRPA INFORMATIONAL ITEMS (Board may take action on any items listed)

- (5) Pangborn Airport Land Use Planning Update
 - Boundary Line Adjustment
 - Zoning Request
 - Airport Safety Zones/Airport Overlay
- (6) Pangborn Airport – Parking Lot Management Plan
- (7) Johnson Building – Waterville Airport
- (8) Lease Management Report

VIII. MISCELLANEOUS STAFF REPORTS

- CEO
- Director of Finance & Administration
- Director of Airports
- Director of Economic & Business Development
- Public Works & Capital Projects Manager
- Property & Maintenance Manager
- CTC Manager

IX. PUBLIC COMMENT

X. REVIEW CALENDAR OF EVENTS

XI. ITEMS FROM BOARD OF DIRECTORS

- XII. EXECUTIVE SESSION:** An Executive Session may be called during the meeting. The purpose must be announced and is limited by RCW 42.30.110. Examples include: (1) to discuss with legal counsel litigation, potential litigation and/or legal risks (RCW 42.30.110(1)(i)); (2) to consider the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price (RCW 42.30.110(1)(b)); and (3) to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price (final action selling or leasing public property shall be taken in a meeting open to the public)(RCW 42.30.110(1)(c)); and (4) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee(RCW 42.30.110(1)(g))

XIII. ADJOURN

PLEASE NOTE: The agenda is tentative only. The Board of Directors may add, delete, or postpone items and may take action on any item not on the agenda. The Directors may also move agenda items during the meeting. If you wish to address the Regional Port Authority on a non-agenda or an agenda item, please raise your hand to be recognized by the President. When you have been recognized, give your name and address before your comments. The Board of Directors are committed to maintaining a meeting atmosphere of mutual respect and speakers are encouraged to honor this principal.

The Port Authority office is ADA compliant. Please contact the Administrative Office at 509-884-4700 at least three (3) days in advance if you need any language, hearing or physical accommodation.



**Board of Directors
Chelan Douglas Regional Port Authority
Meeting Minutes
February 23rd, 2021
9:00 am**

Present:

Directors

JC Baldwin, Director
Rory Turner, Director
Donn Etherington, Director

Jim Huffman, Director
W. Alan Loeb sack, Director
Mark Spurgeon, Director

Staff

Jim Kuntz, Chief Executive Officer
Trent Moyers, Director of Airports
Ron Cridlebaugh, Dir. of Economic Dev.
Tricia Degnan, CTC Manager (Zoom)
Quentin Batjer, Legal Counsel
Sarah Deenik, Communications Coordinator (Zoom)
Esther McKivor, Accounting Specialist (Zoom)
Randy Asplund, Port Engineer (Zoom)

Monica Lough, Dir. of Finance & Admin.
Ron Russ, Property Manager (Zoom)
Craig Larsen, Econ. Dev. Manager (Zoom)
Cami Harris, Executive Assistant
Bealinda Tidd, Accounting Specialist (Zoom)
Laura Camarillo Reyes, CTC Asst. (Zoom)

Guests (all via Zoom):

Ray Dobbs
Erin McCardle, City of Chelan
Jim Gylling, Consultant

Mayor Bob Goedde, City of Chelan
Jenny Rojanasthien, GWATA
Linda Haglund, Wen. Downtown Assoc.

The Chelan Douglas Regional Port Authority (CDRPA) Meeting was called to order at 9:00 am. Due to the COVID-19 virus outbreak, the meeting was held at Confluence Technology Center and via Zoom as previously posted in the required Public Meeting Notice.

Introductions were made.

Conflict of Interest: None

CONSENT AGENDA:

CDRPA CONSENT AGENDA:

The Chelan Douglas Regional Port Authority Consent Agenda consisting of minutes of February 9th, 2021 Meeting; and January 2021 Commission Meeting Calendar was presented and the following action was taken:

Motion No.

Moved by:
Seconded by:

02-08-21 CDRPA

JC Baldwin
Mark Spurgeon

To approve the Chelan Douglas Regional Port Authority Consent Agenda consisting of Minutes of February 9th, 2021 Meeting; and January 2021 Commission Meeting Calendar, as presented.

Motion passed 6-0.

PRESENTATIONS:

GWATA – Jenny Rojanasthien provided an update on GWATA activities and events scheduled for 2021. She also noted the GWATA Board of Directors voted to approve a name change to NCW Tech Alliance to better reflect the regional approach of the organization. Rojanasthien thanked the Directors for their continued support.

CDRPA ACTION ITEMS:

Personnel Policy Updates – Lough and Batjer reviewed the updates to the Regional Port Personnel Policies which addressed minor inconsistencies. Discussions ensued and the following action was taken:

Motion No.	02-09-21 CDRPA
Moved by:	JC Baldwin
Seconded by:	Jim Huffman
	To adopt the updated CDRPA Personnel Policy, with modifications per Board discussion.
	<i>Motion passed 6-0.</i>

Actapio Generators – Kuntz and consultant Jim Gylling provided information on the Actapio generators and the projected costs to refurbish them to meet Washington State Department of Ecology air quality standards. Discussion ensued and the following action was taken:

Motion No.	02-10-21 CDRPA
Moved by:	Rory Turner
Seconded by:	Mark Spurgeon
	To authorize the CEO to proceed with developing a plan for Board review and approval to surplus and sell four Caterpillar generators which the Regional Port will own as of March 1, 2021.
	<i>Motion passed 6-0.</i>

HVAC Design Build – CWICC Building – Kuntz and Asplund reviewed the CWICC Building HVAC Replacement Project. Staff recommends utilizing a Design-Build process using the MRSC Small Works Roster. Discussions ensued and the following actions were taken:

Motion No.	02-11-21 CDRPA
Moved by:	Donn Etherington
Seconded by:	Mark Spurgeon
	To authorize the CEO to proceed with Design-Build contracting for the HVAC Replacement – CWICC Building.
	<i>Motion passed 6-0.</i>

Motion No.	02-12-21 CDRPA
Moved by:	Donn Etherington
Seconded by:	Mark Spurgeon
	To authorize the CEO to award a Design-Build contract up to \$175,000 for HVAC Replacement – CWICC Building
	<i>Motion passed 6-0.</i>

HVAC Design Build – Executive Flight Building PHASE II – Kuntz and Asplund reviewed the Executive Flight Building HVAC Phase II Replacement Project. Staff recommends utilizing a Design-Build process. Discussions ensued and the following action was taken:

Motion No.
Moved by:
Seconded by:

02-13-21 CDRPA
Mark Spurgeon
JC Baldwin
To authorize the CEO to proceed with Design-Build process for HVAC Replacement – Executive Flight Building Phase II.

Motion passed 5-1.

Director Loeb sack called for a 5-minute break at 10:20am. Meeting resumed at 10:25am.

Partners in Economic Development – 2021 Nonprofit Grant Awards – Criddlebaugh reviewed the list of nonprofit applicants for the 2021 Partners in Economic Development Grant Program. He thanked Commissioners Baldwin and Spurgeon for participating in the selection committee. He reviewed the organizations recommended for funding noting the total budget for the 2021 program is \$200,000 of which \$50,000 is slated for emerging projects later in the year. Discussions ensued and the following action was taken:

Motion No.
Moved by:
Seconded by:

02-14-21 CDRPA
JC Baldwin
Jim Huffman
To approve the 2021 Community Partners in Economic Development Grant Awards for Non-Profits, as presented.

Motion passed 6-0.

Orondo River Park 2021 Management Plan – Russ reviewed the 2021 Orondo River Park Management Plan. Discussions ensued and the following action was taken:

Motion No.
Moved by:
Seconded by:

02-15-21 CDRPA
Jim Huffman
Mark Spurgeon
To authorize the CEO to sign the Orondo River Park Management Plan with Chelan County PUD for fiscal year 2021.

Motion passed 6-0.

CAN Management – Christina Nulf Concession Agreement – Orondo River Park – Kuntz and Batjer reviewed the past due amount owed by CAN Management. Discussion ensued on whether to pursue legal action or “write-off” the balance as uncollectible. Board directed staff to proceed with sending the Summons to CAN Management. No formal action was taken on this item and more information will be provided at an upcoming Board meeting.

Pangborn Memorial Airport FAA CARES Act Grant Offers – Kuntz and Moyers reviewed two FAA CARES Act Grant offers received by Pangborn. Discussions ensued and the following actions were taken:

Motion No.
Moved by:
Seconded by:

02-16-21 CDRPA
JC Baldwin
Mark Spurgeon

To authorize the CEO to enter into FAA Grant Offer #1 in the amount of \$1,021,952 for costs related to operations, personnel, cleaning, sanitizing, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Motion passed 6-0.

Motion No.
Moved by:
Seconded by:

02-17-21 CDRPA
JC Baldwin
Mark Spurgeon

To authorize the CEO to enter into FAA Grant Offer #2 in the amount of \$13,840 to provide relief from rent and minimum annual guarantees to on-airport parking, on-airport car rental, and in-terminal airport concessions.

Motion passed 6-0.

INFORMATIONAL ITEMS

- **Pangborn Memorial Airport 2020 Fuel Margins** – Lough reviewed the fuel margins for 2020.
- **Pangborn Memorial Airport 2020 Passenger Boarding Report/Comparisons** – Moyers reviewed the 2020 Passenger Enplanement and Load Factor reports compared to similar sized airports in Eastern Washington.
- **Pangborn Memorial Airport Terminal Ramp Rehabilitation Project Update** – Kuntz reviewed the current budget estimate for the Airport Terminal Ramp Rehabilitation project. Chris Mansfield from T.O. Engineers will provide further details at the Board Meeting on March 9th. Discussions ensued and Board directed staff to proceed with submitting an application to the FAA for the project. The following action was taken:

Motion No.
Moved by:
Seconded by:

02-18-21 CDRPA
Rory Turner
Mark Spurgeon

To authorize the CEO to submit an FAA Grant Application for the Terminal Ramp Rehabilitation Project.

Motion passed 6-0.

MISC STAFF REPORTS:

Kuntz provided information and updates including:

- Reported the Fibro Property transaction closed Monday.
- Old Port of Chelan County and Port of Douglas County email addresses will be discontinued in 30 days.
- Update on Chelan Airport Blue Ribbon Panel selection.
- Information on business lead for property in Olds Station.
- Lineage South update.
- Reported on other business leads for various Regional Port properties. More information on these leads will be provided at the next Board Meeting.
- MALSR update including property acquisition and Environmental Assessment status.

Moyers provided information and updates including:

- Waterville Airport Pavement Project bid update; received two bids and will bring to March 9th Board Meeting for Board review.

Cridlebaugh provided information and updates including:

- Update on the new Department of Commerce Small Business COVID-19 Relief Grant Program. Commerce plans to manage the grant process.

Degnan provided information and updates including:

- CTC Meeting Center is now open at 25% capacity. Starting to see interest in bookings.
- Possible lead for CTC South office space.

PUBLIC COMMENT – An opportunity for public comment was provided; however, no public comments were received.

REVIEW CALENDAR OF EVENTS: Did not review.

ITEMS FROM BOARD OF DIRECTORS: Board of Directors provided various updates.

Meeting adjourned at 1:15 pm.

Signed and dated this 9th day of March, 2021.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Mark Spurgeon, Director

Rory Turner, Director

W. Alan Loeb sack, Director

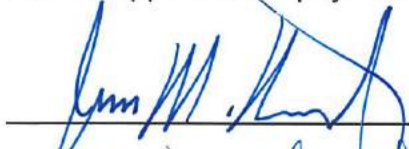
**Chelan Douglas Regional Port Authority
Check Register Listing
2021-February**

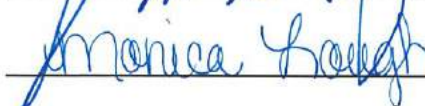
<u>Date Issued</u>	<u>Register #</u>	<u>Reason</u>	<u>First #</u>	<u>Last #</u>	<u>Amount</u>
02/02/21		WA Dept. of Revenue Tax Pmt		ACH	\$104,810.44
02/03/21	2021-05	Re-Issue Grant Check Lost in Mail	7800	7800	\$5,000.00
02/12/21		Payroll Mid-month Draws		ACH	\$3,250.00
02/12/21		VIMLY Benefit Solutions - HRA		ACH	\$231.82
02/12/21	2021-06	Mid-Month Payables	7801	7865	\$238,562.67
02/19/21		VIMLY Benefit Solutions - HRA		ACH	\$3,575.00
02/25/21		WA Dept of Revenue - Sales Tax		ACH	\$1,872.90
02/26/21	2021-07	February 2021 Payroll	7866	7868	\$236,332.81
02/26/21	2021-08	Month-end Payables	7869	7912	\$139,072.19

Transactions for approval March 9, 2021 total:

\$732,707.83

We, the undersigned Directors of the Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify the merchandise or services hereinafter have been received and that the checks listed above are approved for payment.

Chief Executive Officer 

Dir of Finance & Admin. 

Director Baldwin _____

Director Etherington _____

Director Huffman _____

Director Loeb sack _____

Direct Spurgeon _____

Director Turner _____

**Chelan Douglas Regional Port Authority
Check Register
2021-05**

We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval February 3, 2021 check 7800 in the amount of **\$ 5,000.00**
 Jim Kuntz, Chief Executive Officer _____
 Monica Lough, Director of Finance & Admin _____

Date Issued	Claimant	Purpose	Check Number	Amount
	Chelan County CARES Phase II Grant			
	The Laundry Basket		7800	5,000.00
	Net Chelan County CARES Phase II Grant			<u>5,000.00</u>
		TOTAL		<u>5,000.00</u>

Void:

**Chelan Douglas Regional Port Authority
Check Register
2021-06**

We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval February 12, 2021 checks 7801 - 7865 in the amount of

\$ 238,562.67

Jim Kuntz, Chief Executive Officer _____

Monica Lough, Director of Finance & Admin _____

Monica Lough

Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
02/12/2021	Chelan County PUD	Electricity	7820	2,244.10
02/12/2021	City of Cashmere	Water/Sewer	7821	331.82
02/12/2021	DGS Landscaping	Snow plow, deicer for Dec 2020	7827	4,292.15
02/12/2021	Schmitt Electric, Inc	Electrical repairs	7850	116.81
02/12/2021	Waste Management	Monthly service	7858	714.27
Net Cashmere Mill District				<u>\$7,699.15</u>
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
02/12/2021	B&C Snowplowing	Snowplowing, deicing - CTC	7807	2,940.35
02/12/2021	Banner Bank	Office & maintenance supplies	7813	1,476.65
02/12/2021	Chelan County PUD	Electrical & Water	7820	8,144.28
02/12/2021	City of Wenatchee	Sewer/Stormwater	7822	604.51
02/12/2021	Columbia Orchard Management	Conference room rental refund	7824	628.00
02/12/2021	Crown Paper & Janitorial Supply	Janitorial supplies	7826	325.26
02/12/2021	Firefly	IT Managed Services	7832	1,944.33
02/12/2021	GFC Services	Custodial Services	7834	4,079.60
02/12/2021	North Cascades Heating & A/C, Inc	HVAC service	7841	154.61
02/12/2021	North Central ESD	Video Conference Operator Dec/Jan	7842	3,630.00
02/12/2021	Office Depot	Office Supplies	7844	62.57
02/12/2021	Pacific Security	Patrol Service - January	7846	362.82
02/12/2021	Waste Management	Monthly service	7858	933.58
Net Confluence Technology Center				<u>\$25,286.56</u>
<u>DOWNTOWN WENATCHEE SOUTH</u>				
02/12/2021	Apple Valley Pumping Service	Portable handwash rental	7804	73.93
02/12/2021	B&C Snowplowing	Winter services	7807	2,332.75
02/12/2021	Cascade Natural Gas	Utilities	7818	13.78
02/12/2021	Chelan County PUD	Utilities	7820	1,427.85
02/12/2021	City of Wenatchee	Water/Sewer/Storm/Fire	7822	822.52
02/12/2021	Lowe's	Maintenance supplies	7840	41.16
Net Downtown Wenatchee South				<u>\$4,711.99</u>
<u>OLDS STATION BUSINESS PARK</u>				
02/12/2021	B&C Snowplowing	Snowplowing, deicing - IB #3, IB #5, IB #9	7807	4,014.50
02/12/2021	Chelan County PUD	Electricity/Water	7820	3,073.64
02/12/2021	City of Wenatchee	Sewer/Stormwater	7822	681.85
02/12/2021	Waste Management	Monthly service	7858	126.04
Net Olds Station Business Park				<u>\$7,896.03</u>

**Chelan Douglas Regional Port Authority
Check Register
2021-06**

PANGBORN AIRPORT

02/12/2021	Ag Supply Co.	Terminal/Airfield Maintenance & Gas	7802	1,812.86
02/12/2021	Automation DeSigns & Solutions, Inc	Extended warranty for software renewal	7863	1,071.18
02/12/2021	Avfuel Corp	Refueler shipping, Jet & 100LL gas	7864	81,197.43
02/12/2021	Banner Bank	Transportation Security Clearinghouse	7865	500.00
02/12/2021	Banner Bank	Aviation/Airfield/Vehicle/Equipment maintenance	7814	1,492.70
02/12/2021	Banner Bank	FBO expenses, membership dues	7815	239.52
02/12/2021	Cathoun & Dejong, Inc	Fuel Gard and O-ring	7816	807.64
02/12/2021	Douglas County PUD	Airfield/Terminal Electricity	7829	4,369.00
02/12/2021	Ferguson Enterprises, Inc.	Toilet/urinal parts	7831	58.28
02/12/2021	Firefly	IT Managed Services & Hardware Replacement	7832	13,010.73
02/12/2021	Home Depot Pro	Purell hand wash	7836	159.07
02/12/2021	Jerry's Auto Supply	Aviation/Vehicle & Equipment maintenance	7837	341.24
02/12/2021	Northwest Snow& Ice Equipment	Vehicle & Equipment maintenance	7843	1,518.30
02/12/2021	Oxarc Inc.	Cylinder Rental	7845	79.37
02/12/2021	Ridgeline Graphics, Inc	Fuel tickets	7848	358.42
02/12/2021	Two Rivers Terminal, LLC	Deicer	7854	4,692.37
02/12/2021	Verizon Wireless	On-call phones	7855	94.77
02/12/2021	Volaire Aviation Inc	Air Service Development Retainer - Feb 2021	7856	4,000.00
02/12/2021	Waste Management	Monthly service	7858	838.66
02/12/2021	Wells& Wade Mechanical	H Hangars - mechanical repair	7859	404.98
	Net Pangborn Airport			<u>\$117,046.52</u>

PANGBORN AIRPORT BUSINESS PARK

02/12/2021	B&C Snowplowing	Snowplow, deicing, sanding	7807	4,581.09
02/12/2021	Banner Bank	Office supplies	7865	407.12
02/12/2021	Banner Bank	Office supplies	7811	41.28
02/12/2021	Banner Bank	Building tools	7814	217.36
02/12/2021	Douglas County PUD	Electricity	7829	1,574.00
02/12/2021	Home Depot Pro	Floor grinder	7836	31.55
02/12/2021	Oxarc Inc.	Fire Extinguisher Service - 3306	7845	60.11
02/12/2021	Platt Electric Supply	Flour bulb 20amp	7847	18.10
02/12/2021	Rodda Paint Co.	Paint - 3306 TI	7849	213.75
02/12/2021	Star Rentals, Inc.	Boomlift	7851	833.91
02/12/2021	York Building Services, Inc.	Janitorial services - Feb 2021	7862	1,535.00
	Net Pangborn Airport Business Park			<u>\$9,513.27</u>

RPA OFFICE/AVIATION CENTER

02/12/2021	Ag Supply Co.	Supply lines for restroom faucet	7802	41.57
02/12/2021	Banner Bank	Lock Depo - Securakey	7865	256.00
02/12/2021	Banner Bank	Maintenance supplies	7811	80.79
02/12/2021	Douglas County PUD	Electricity	7829	1,210.00
02/12/2021	Home Depot Pro	Maintenance supplies	7836	34.66
02/12/2021	Waste Management	Monthly service + Recycle	7858	500.18
	Net RPA Office/Aviation Center			<u>\$2,123.20</u>

MANSFIELD AIRPORT

02/12/2021	Douglas County PUD	Electricity	7829	55.00
	Net Mansfield Airport			<u>\$55.00</u>

ORONDO RIVER PARK

02/12/2021	A Central, LLC	Asbestos Inspection	7801	405.00
	Net Orondo River Park			<u>\$405.00</u>

**Chelan Douglas Regional Port Authority
Check Register
2021-06**

<u>PYBUS INCUBATOR</u>				
02/12/2021	Lowe's	Maintenance supplies	7840	51.44
02/12/2021	Subsplash, Inc.	Return Security Deposit	7852	6,500.00
	Net Pybus Incubator			\$6,551.44
<u>MALAGA PROPERTY</u>				
02/12/2021	Enduris	Property insurance	7830	119.00
	Net Malaga Property			\$119.00
<u>PESHASTIN PROPERTY</u>				
02/12/2021	Apple Valley Pumping Service	Portable toilet rental	7804	90.00
	Net Peshastin Property			\$90.00
<u>ADMINISTRATIVE & GENERAL</u>				
02/12/2021	Banner Bank	Supplies, subscriptions, services	7865	969.10
02/12/2021	Banner Bank	Replacement keys for file cabinet	7811	11.81
02/12/2021	Banner Bank	Office Max - webcam	7812	30.37
02/12/2021	Cami Harris	Mileage/office supplies	7817	77.65
02/12/2021	Cascade Quality Water	Bottled water	7819	7.53
02/12/2021	Coleman Oil Company	PMA & Port Vehicle fuel	7823	210.54
02/12/2021	Cordell, Neher & Company, PLLC	Professional services	7825	275.00
02/12/2021	Landline Surveyors	Research	7839	375.00
02/12/2021	Office Depot	Office supplies	7844	654.45
02/12/2021	Teresa D Johnson, CPA Inc.	Professional services	7853	1,741.67
02/12/2021	WA State Good Roads & Transp. Assoc.	2021 Annual Membership	7857	200.00
02/12/2021	Xerox Corporation	Printer usage 12/30/20 to 01/01/21	7861	13.73
	Net Administrative & General			\$4,566.85
<u>BUSINESS DEVELOPMENT & MARKETING</u>				
02/12/2021	Banner Bank	Lunch - Manson Marketing	7808	17.20
02/12/2021	Banner Bank	Pipedrive Inc - monthly subscription	7865	62.81
02/12/2021	Banner Bank	Marketing Services	7810	272.73
	Net Business Development & Marketing			\$352.74
<u>CAPITAL PROJECTS</u>				
02/12/2021	Airport IFE Services, Inc	PMA Terminal Apron Reconstruction Project	7803	3,000.00
02/12/2021	DOH Associates	IB #5 Gutter Construction Admin	7828	1,066.00
02/12/2021	DOH Associates	Huney Jun TI Construction Docs	7828	25,156.26
02/12/2021	DOH Associates	CTC Window Sealant, Pre-Design	7828	412.50
02/12/2021	France & Co.	Downtown Wenatchee South Restoration	7833	11,707.38
02/12/2021	Gylling Consulting, Inc.	CTC-Actapio Diligence	7835	10,350.00
02/12/2021	Wenatchee World	Ad - Rebid Waterville pavement project	7860	308.98
	Net Capital Projects			\$52,001.12
Working WA Grants - Douglas County				
02/12/2021	Banuelos Construction		7838	144.80
	Net Working WA Grants - Douglas County			\$144.80
TOTAL				\$238,562.67

Void: 7805, 7806, 7809

Chelan Douglas Regional Port Authority
Check Register
2021-07

We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval February 26, 2021, checks 7866 - 7868 & electronic payments in the amount of:

\$

236,332.81

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin



<u>Date Issued</u>	<u>Claimant</u>	<u>Purpose</u>	<u>Check Number</u>	<u>Amount</u>
Payroll				
02/26/21	Asplund, Randy	February 2021 Payroll	EFT	2,835.97
02/26/21	Baldwin, Janet L	February 2021 Payroll	EFT	1,476.68
02/26/21	Beidler, Camryn N	February 2021 Payroll	EFT	1,756.22
02/26/21	Camarillo Reyes, Laura	February 2021 Payroll	EFT	2,846.42
02/26/21	Chatriand, Bobbie J	February 2021 Payroll	EFT	2,891.87
02/26/21	Cridlebaugh, Ronald W	February 2021 Payroll	EFT	5,863.07
02/26/21	de Mestre, Stacie	February 2021 Payroll	EFT	5,021.32
02/26/21	Deenik, Sarah K	February 2021 Payroll	EFT	4,164.88
02/26/21	Degnan, Tricia E	February 2021 Payroll	EFT	4,374.71
02/26/21	Dennis, Kyle L	February 2021 Payroll	EFT	230.88
02/26/21	Etherington, Donn	February 2021 Payroll	EFT	1,100.52
02/26/21	Flaget, Todd R	February 2021 Payroll	EFT	3,816.03
02/26/21	Haley, Newton B	February 2021 Payroll	EFT	461.75
02/26/21	Harris, Camille L	February 2021 Payroll	EFT	3,104.01
02/26/21	Huffman, James D	February 2021 Payroll	EFT	1,321.13
02/26/21	Kuntz, James M	February 2021 Payroll	EFT	11,641.78
02/26/21	Lamb, Kenneth R	February 2021 Payroll	EFT	4,163.41
02/26/21	Lamb, Shane C	February 2021 Payroll	EFT	3,472.53
02/26/21	Lape, Felicity D	February 2021 Payroll	EFT	759.51
02/26/21	Larsen, Craig N	February 2021 Payroll	EFT	5,889.11
02/26/21	Loebsack, W Alan	February 2021 Payroll	EFT	896.71
02/26/21	Lough, Monica D	February 2021 Payroll	EFT	7,545.03
02/26/21	Martinez, Rafael	February 2021 Payroll	EFT	4,069.99
02/26/21	McKivor, Esther S	February 2021 Payroll	EFT	3,891.79
02/26/21	Moyers, Trent D	February 2021 Payroll	EFT	7,375.32
02/26/21	Orr, Marcus J	February 2021 Payroll	EFT	4,236.44
02/26/21	Ramos, Jorge E	February 2021 Payroll	EFT	3,320.17
02/26/21	Russ, Ronald R	February 2021 Payroll	EFT	5,713.12
02/26/21	Russell, Justin L	February 2021 Payroll	EFT	3,660.57

02/26/21	Ruud, David K.	February 2021 Payroll	EFT	461.75
02/26/21	Sanchez, Edwin C	February 2021 Payroll	EFT	1,486.85
02/26/21	Scott, Tristan L	February 2021 Payroll	EFT	2,061.48
02/26/21	Smith, Charles B	February 2021 Payroll	EFT	2,863.11
02/26/21	Spurgeon, Mark M	February 2021 Payroll	EFT	678.51
02/26/21	Stutzman, Lynn A	February 2021 Payroll	EFT	411.75
02/26/21	Tidd, Bealinda	February 2021 Payroll	EFT	3,336.70
02/26/21	Turner, Rory A	February 2021 Payroll	EFT	1,476.68
02/26/21	Vargas, Manuel A	February 2021 Payroll	EFT	4,011.13
02/26/21	Bealinda Tidd	February Sunshine fund	7866	122.00
02/26/21	Washington Counties Insurance Fund	March Insurance	7867	31,131.94
02/26/21	HRA VEBA Trust	February VEBA	7868	2,000.00
02/26/21	Department of Retirement Systems	February Retirement	ACH	36,016.11
02/26/21	US Treasury	February Payroll taxes	EFTPS	42,373.86
	Net Payroll			<u>236,332.81</u>

**Chelan Douglas Regional Port Authority
Check Register
2021-08**

We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval February 26, 2021 checks 7869 - 7912 in the amount of \$ 139,072.19

Jim Kuntz, Chief Executive Officer _____

Monica Lough, Director of Finance & Admin _____

Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
02/26/2021	Local Tel Communications	Fire Alarm Services	7894	181.77
	Net Cashmere Mill District			\$181.77
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
02/26/2021	Cascade Natural Gas	Natural Gas	7873	28.09
02/26/2021	Columbia Valley Community Health	Cancelled Room Reservation	7877	890.85
02/26/2021	Crown Paper & Janitorial Supply	Custodial Supplies	7878	142.43
02/26/2021	Firefly	IT Managed Services & Hardware Install	7883	4,211.44
02/26/2021	Graybeal Signs, Inc.	CTC South Directory & Plaques for Suites 100-108	7884	1,230.96
02/26/2021	Kelley Imaging Systems, Inc.	Copier Services	7892	168.19
02/26/2021	Keyhole Security Inc.	Security System Repair	7893	677.69
02/26/2021	Local Tel Communications	Fire Sprinkler System & Maint Services	7894	625.59
02/26/2021	North Cascades Heating & A/C, Inc	Repair rooftop fans	7898	154.61
02/26/2021	Office Depot	Office Supplies	7899	65.49
02/26/2021	Weinstein Beverage Co.	Beverage Supplies	7909	417.24
02/26/2021	Zipty Fiber	Monthly service	7911	1,129.27
	Net Confluence Technology Center			\$9,741.85
<u>DOWNTOWN WENATCHEE SOUTH</u>				
02/26/2021	Cascade Natural Gas	Utilities	7873	76.45
	Net Downtown Wenatchee South			\$76.45
<u>OLDS STATION BUSINESS PARK</u>				
02/26/2021	Cascade Natural Gas	Natural Gas	7873	37.96
02/26/2021	HOM Solutions Inc	Tenant Security Deposit Refund	7885	6,400.00
02/26/2021	Local Tel Communications	Alarm Systems	7894	572.88
02/26/2021	Valley Tractor & Equipment, Inc.	Equipment Maintenance	7908	171.18
	Net Olds Station Business Park			\$7,182.02
<u>PANGBORN AIRPORT</u>				
02/26/2021	Ag Supply Co.	Aviation & Vehicle Maint, Fuel	7869	3,751.16
02/26/2021	Avfuel Corp	Jet Fuel	7871	23,359.05
02/26/2021	Cintas Corporation	Uniforms and shop towels	7874	76.41
02/26/2021	Driveline Service of Wenatchee	Equipment Maintenance	7881	450.28
02/26/2021	Federal Express Corp	Shipping Fees	7882	16.88
02/26/2021	Firefly	IT Managed Services - March 2021	7883	1,444.72
02/26/2021	Home Depot Pro	Equipment Maint, Cleaning Supplies	7886	141.27
02/26/2021	Jerry's Auto Supply	Vehicle Maintenance	7888	408.00
02/26/2021	Local Tel Communications	On-call phones, Alarm System	7894	867.65
02/26/2021	Lowe's	Terminal & Vehicle Maintenance	7895	1,105.91
02/26/2021	Ogden Murphy Wallace, PLLC	Legal Services	7900	5,204.50
02/26/2021	Randy Petersen	Refund credit in PMA account	7912	1,483.84

**Chelan Douglas Regional Port Authority
Check Register
2021-08**

02/26/2021	RH2 Engineering, Inc.	Professional Services	7902	1,811.65
02/26/2021	T-O Engineers	Professional Services	7907	367.50
	Net Pangborn Airport			<u>\$40,488.82</u>
<u>PANGBORN AIRPORT BUSINESS PARK</u>				
02/26/2021	Keyhole Security Inc.	Lock repair and rekey.	7893	248.73
02/26/2021	Local Tel Communications	Fire Alarm Services	7894	171.13
02/26/2021	Lowe's	Building Supplies	7895	60.95
02/26/2021	Rodda Paint Co.	Buidling Maintenance	7903	106.87
	Net Pangborn Airport Business Park			<u>\$587.68</u>
<u>RPA OFFICE/AVIATION CENTER</u>				
02/26/2021	Home Depot Pro	Building & Maintenance Supplies	7886	797.70
02/26/2021	Cascade Natural Gas	Natural Gas	7873	5,756.47
	Net RPA Office/Aviation Center			<u>\$6,554.17</u>
<u>WATERVILLE AIRPORT</u>				
02/26/2021	Douglas County PUD	Utrilities	7880	40.00
	Net Waterville Airport			<u>\$40.00</u>
<u>ORONDO RIVER PARK</u>				
02/26/2021	Douglas County PUD	Utilities	7880	54.00
02/26/2021	Local Tel Communications	Utilities	7894	65.90
	Net Orondo River Park			<u>\$119.90</u>
<u>ADMINISTRATIVE & GENERAL</u>				
02/26/2021	Alan Loeb sack	Mifeage	7870	107.80
02/26/2021	Cascade Auto Center	Vehicle Maintenance	7872	219.71
02/26/2021	Coleman Oil Company	Fuel	7876	290.70
02/26/2021	Davis Arneil Law Firm, LLP	Legal Services	7879	9,241.00
02/26/2021	Firefly	IT Managed Services, Hardware Install	7883	2,864.49
02/26/2021	J. C. Baldwin	Mileage	7887	75.04
02/26/2021	Jim Huffman	Mileage	7889	8.29
02/26/2021	Kelley Connect	Office Supplies	7891	263.93
02/26/2021	Local Tel Communications	Monthly service	7894	983.82
02/26/2021	Mark M. Spurgeon	Mileage	7896	14.56
02/26/2021	Office Depot	Office Supplies	7899	174.24
02/26/2021	Ogden Murphy Wallace, PLLC	Legal Services	7900	9,734.00
02/26/2021	RH2 Engineering, Inc.	Professional Services	7902	400.00
02/26/2021	Rory Turner	Mileage	7904	82.77
02/26/2021	Stacie de Mestre.	Mileage	7905	39.20
02/26/2021	State Auditor's Office	WA State Audit Costs	7906	1,006.16
	Net Administrative & General			<u>\$25,505.71</u>
<u>BUSINESS DEVELOPMENT & MARKETING</u>				
02/26/2021	Davis Arneil Law Firm, LLP	Public Records Request	7879	344.50
02/26/2021	Jorge Ramos	Logo wear	7890	95.00
	Net Business Development & Marketing			<u>\$439.50</u>
<u>ECONOMIC DEV CONTR - MUNICIPALITIES</u>				
02/26/2021	City of Bridgeport	Econ Dev Contr - Municipalities	7875	245.00
	Net Economic Dev Contr - Municipalities			<u>\$245.00</u>

**Chelan Douglas Regional Port Authority
Check Register
2021-08**

CAPITAL PROJECTS

02/26/2021	Maul Foster Alongi, Inc.	EPA Brownfields Consulting	7897	4,228.75
02/26/2021	Ogden Murphy Wallace, PLLC	Property Sale to S.P.O.R.T.	7900	1,946.00
02/26/2021	Ogden Murphy Wallace, PLLC	PMA Instrument Lighting System	7900	2,544.00
02/26/2021	RH2 Engineering, Inc.	Exec Flight Building HVAC Replacement	7902	1,186.85
02/26/2021	RH2 Engineering, Inc.	Exec Flight Bldg Sewer Modification	7902	513.61
02/26/2021	RH2 Engineering, Inc.	Fibro Prop Phase 1 ESA	7902	3,967.01
02/26/2021	T-O Engineers	Terminal Apron Recon	7907	32,058.79
02/26/2021	T-O Engineers	RW12 RPZ Analysis	7907	415.00
02/26/2021	T-O Engineers	MALSR 30% Design	7907	185.00
02/26/2021	T-O Engineers	RW12 RPZ Land Acq	7907	764.21
02/26/2021	Wenatchee World	RFQ - Architectural Design Services	7910	100.10
	Net Capital Projects			\$47,909.32

TOTAL

\$139,072.19

Void: 7901

**Port of Chelan County
Check Register Log
2021 - February**

<u>Date Issued</u>	<u>Register #</u>	<u>Reason</u>	<u>First #</u>	<u>Last #</u>	<u>Amount</u>
2/26/2021	2021-03	Month-End Payables	5089	5089	\$ 17,970.00

Transactions for approval March 9, 2021 total:

\$17,970.00

Voided checks: None

We, the undersigned Commissioners of Port of Chelan County, in the State of Washington, do hereby certify the merchandise or services hereinafter have been received and that the Warrant listed above is approved for payment.

Executive Director

Dir. of Finance & Admin.

Commissioner Baldwin

Commissioner Etherington

Commissioner Turner

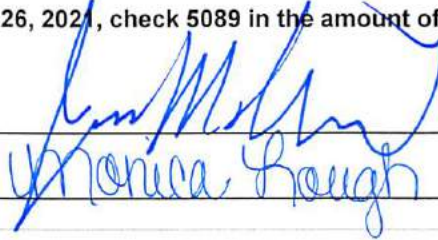
**Port of Chelan County
Check Register
2021-03**

We, the undersigned Commissioners of Port of Chelan County, Chelan County, Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval February 26, 2021, check 5089 in the amount of \$ **17,970.00**

Jim Kuntz, Executive Director _____

Monica Lough, Director of Finance & Admin _____



Date Issued	Claimant	Purpose	Check #	Amount
2/26/2021	Ogden Murphy Wallace, PLLC	Legal Fees - Fibro Corp. Litigation	5089 \$	17,970.00

Memo

To: **Board of Directors**

From: **Tricia Degnan**

cc: **Jim Kuntz**

Date: **March 3, 2021**

Re: **CTC Entryway Concepts**

Since installation of the Water Feature, during construction of the building, we have encountered ongoing water intrusion into the lower level of the CTC.

There have been many efforts to correct the issue, only to have it reoccur.

At RH2's recommendation, in July of 2020 the board directed staff to solicit bids and contract with a Landscape Architect to develop alternative options for the CTC entryway.

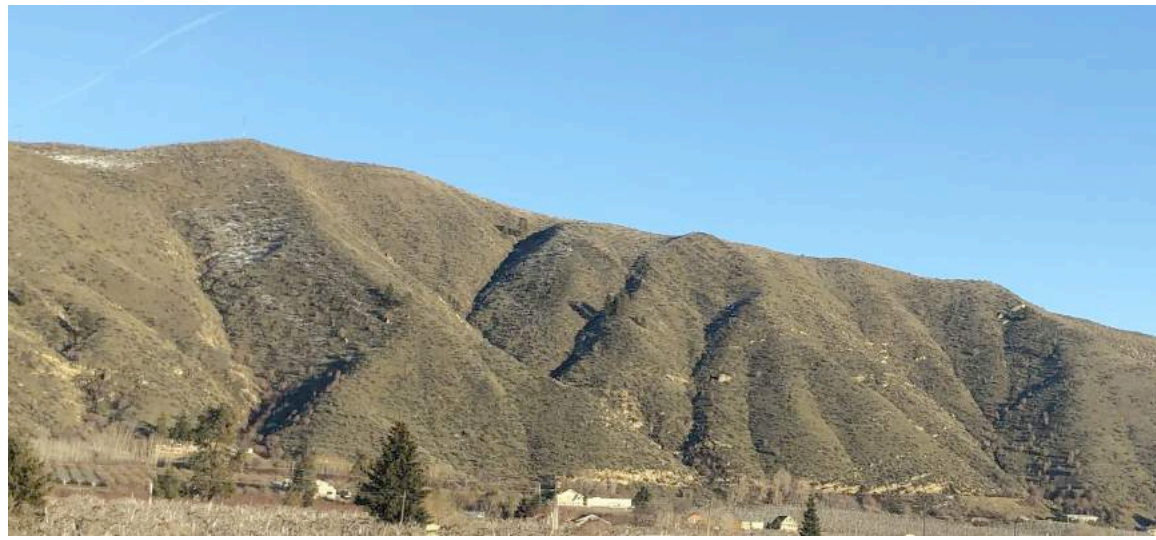
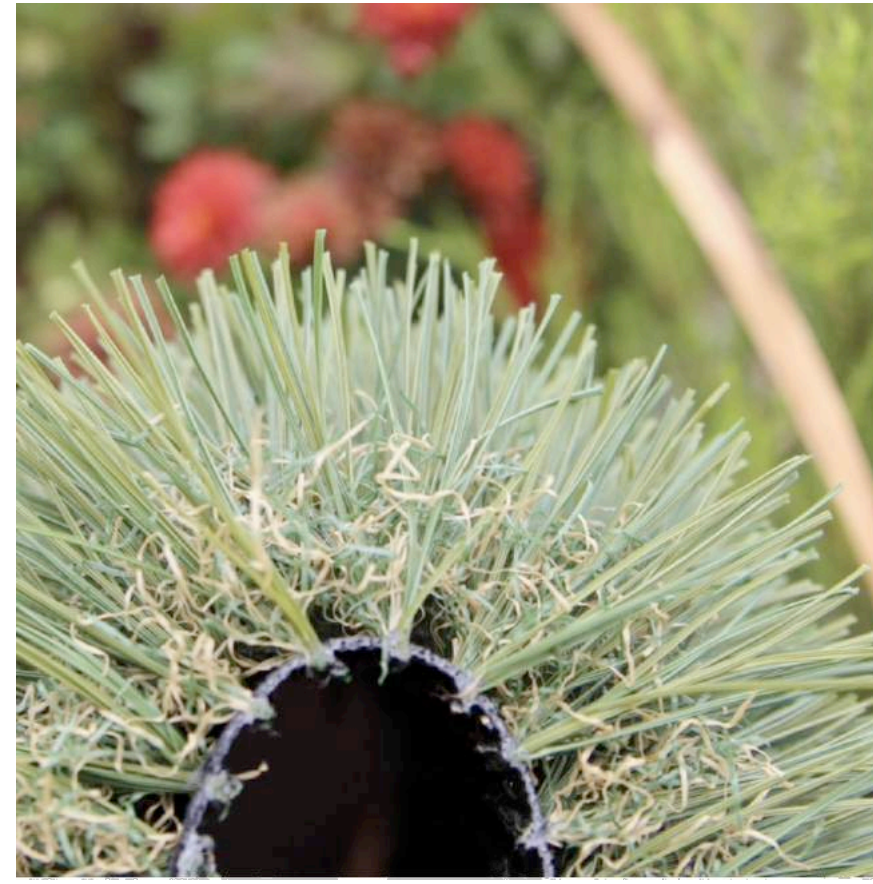
W.E.S. Landscape Architecture out of Kalama, WA was selected to provide multiple concepts and rough construction costs for each conceptual designs.

Wendy Santiago with W.E.S. spoke with CDRPA staff and visited the valley to help provide designs that reflect the character of Chelan and Douglas Counties.

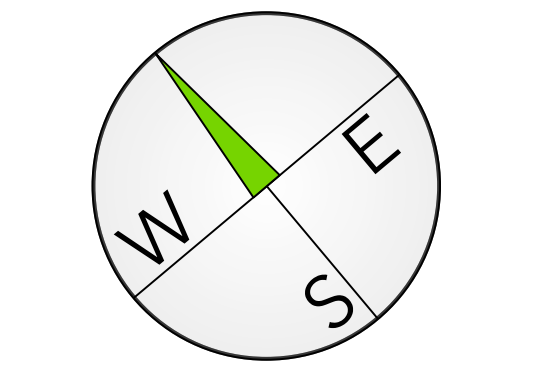
Included in your packet are three design concepts from W.E.S. Landscape Architecture for your review.



SYNTHETIC TURF GRASS
 This is a zero water use design. Low, sculpted 'velvet' covered hills flank the entry. The synthetic turf is in three different blue-green shades, one color per side. This will enhance the 3-D effect and brighten the north side of the building.



LANDSCAPE INSPIRATION
 The sculpted mounds in this design suggest the perfect and repeating geometry of the hills common in your two counties. The shapes and their shadows are intriguing. When the light is right, the hills look like they're covered in blue-green velvet.



W. E. S.
LANDSCAPE
ARCHITECTURE

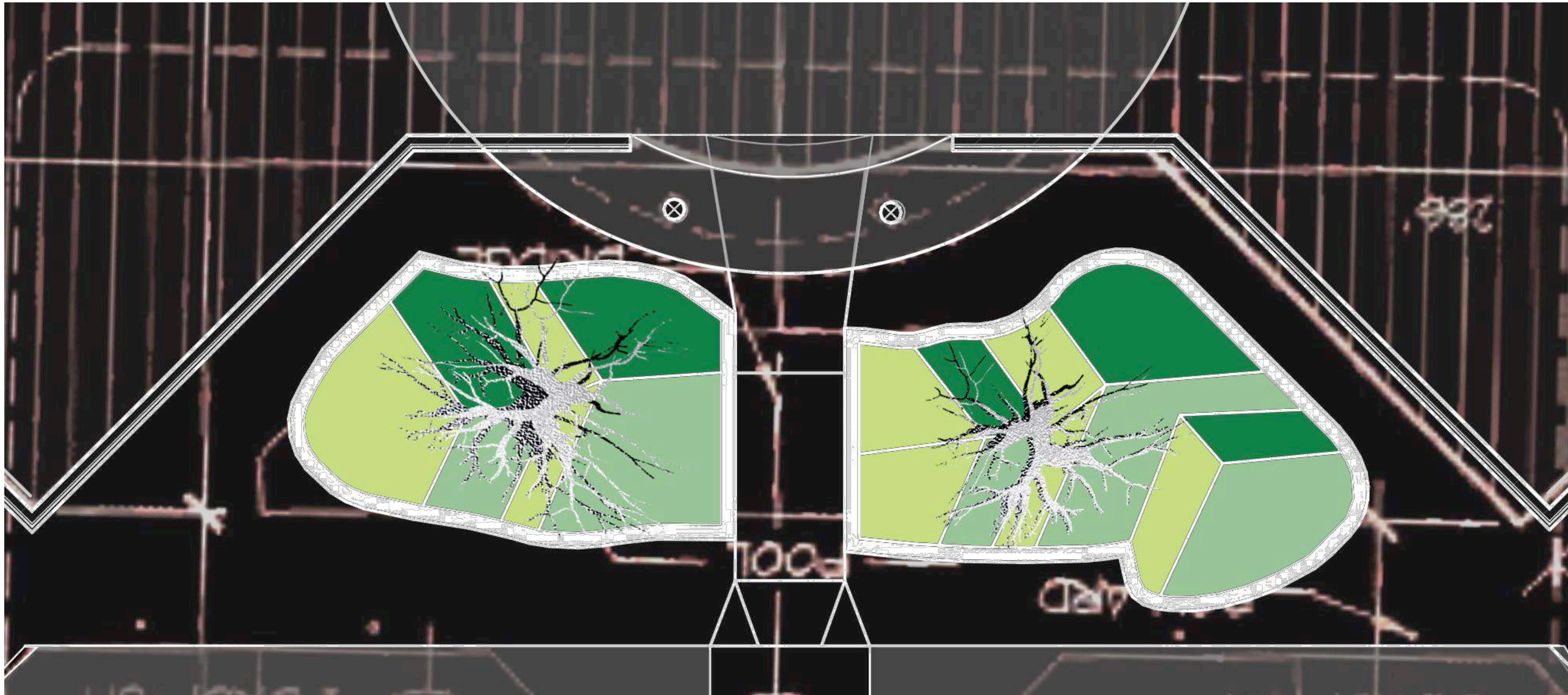
115 ROYAL COACHMAN LN
 KALAMA, WA 98625
 TEL. 650.515.0655
 WA LIC. #1611
 CA LIC. #4161
 ID LIC. # LA-16912

CONFLUENCE
TECHNOLOGY
CENTER
 286 TECHNOLOGY
 CENTER WAY
 WENATCHEE, WA 98801

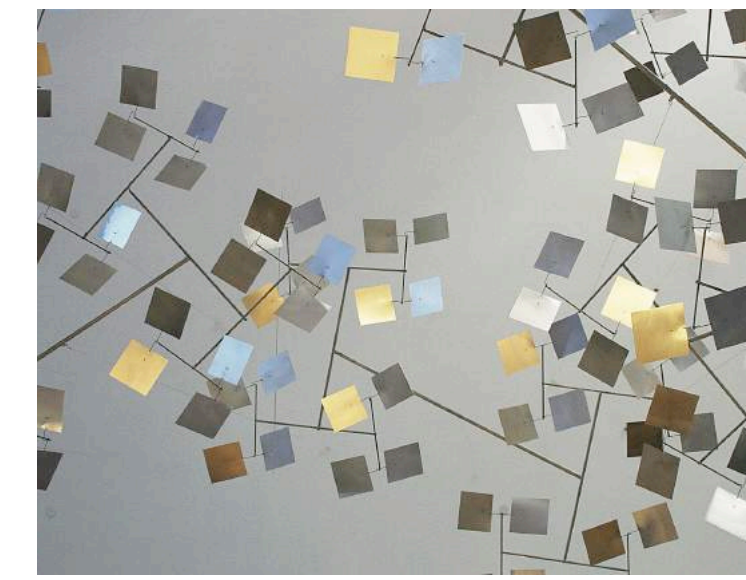
CONCEPTUAL
 DESIGN

No. 1

FOR BUILDING
 ENTRY



1 Plan Variant #1
 Scale: 1/8" = 1'-0"



METAL TREES WITH LEAVES THAT FLUTTER IN THE WIND

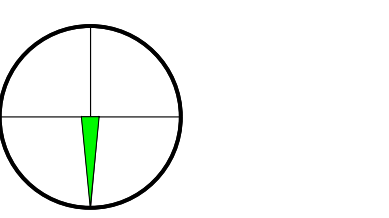
The leaves would be stamped out of lightweight metal, in complimentary shades of green, and flutter freely in the wind. The trunk and branches would be made out of metal. At night, uplights would reflect off the leaves.



2 Elevation Variant #1
 Scale: 1/4" = 1'-0"

Rev.	Issue	Date

Seal:



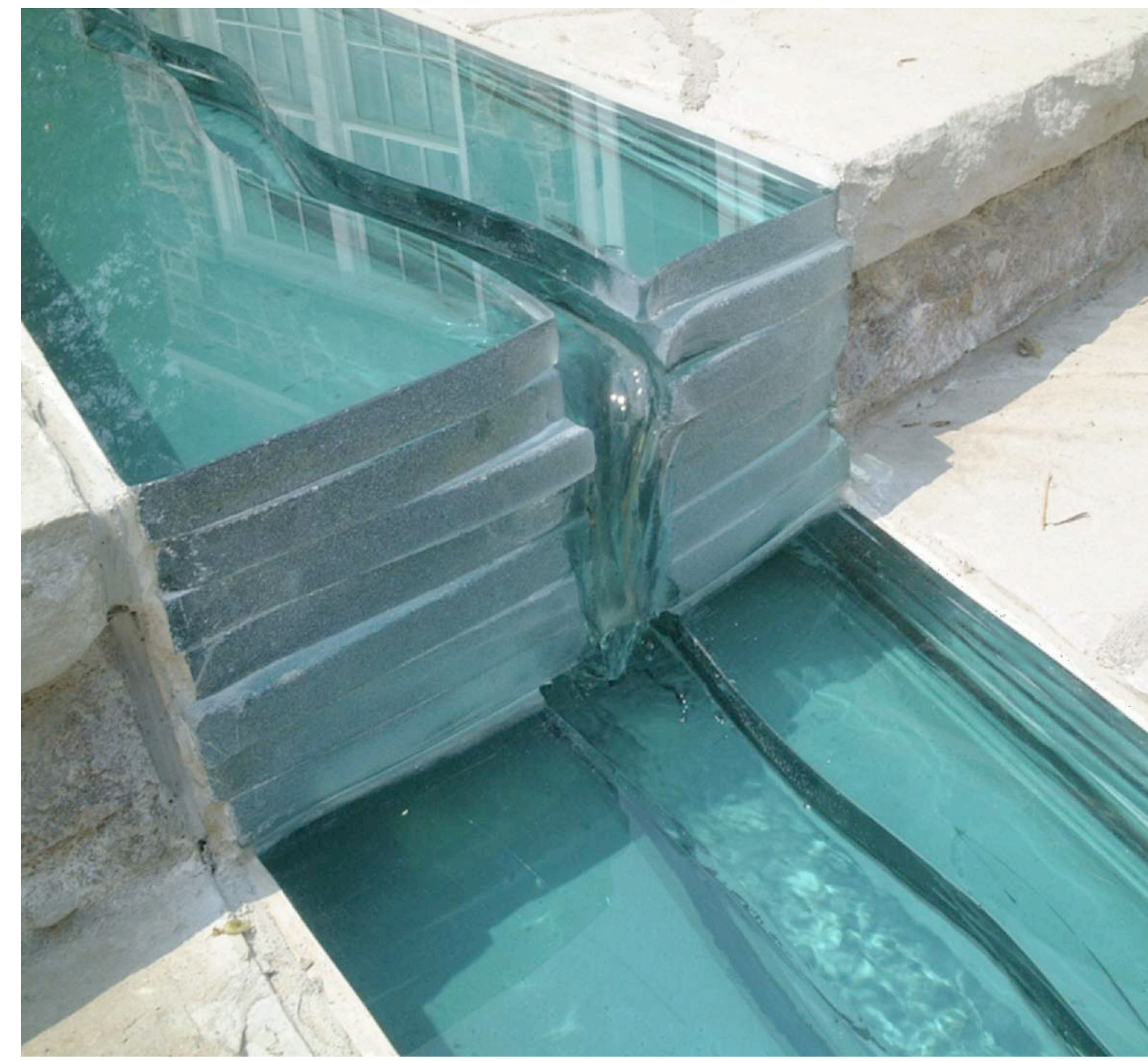
Drawing
 North:
 Scale: 1/8" = 1'-0"

Date: FEB 26, 2021
 Drawn by: WES

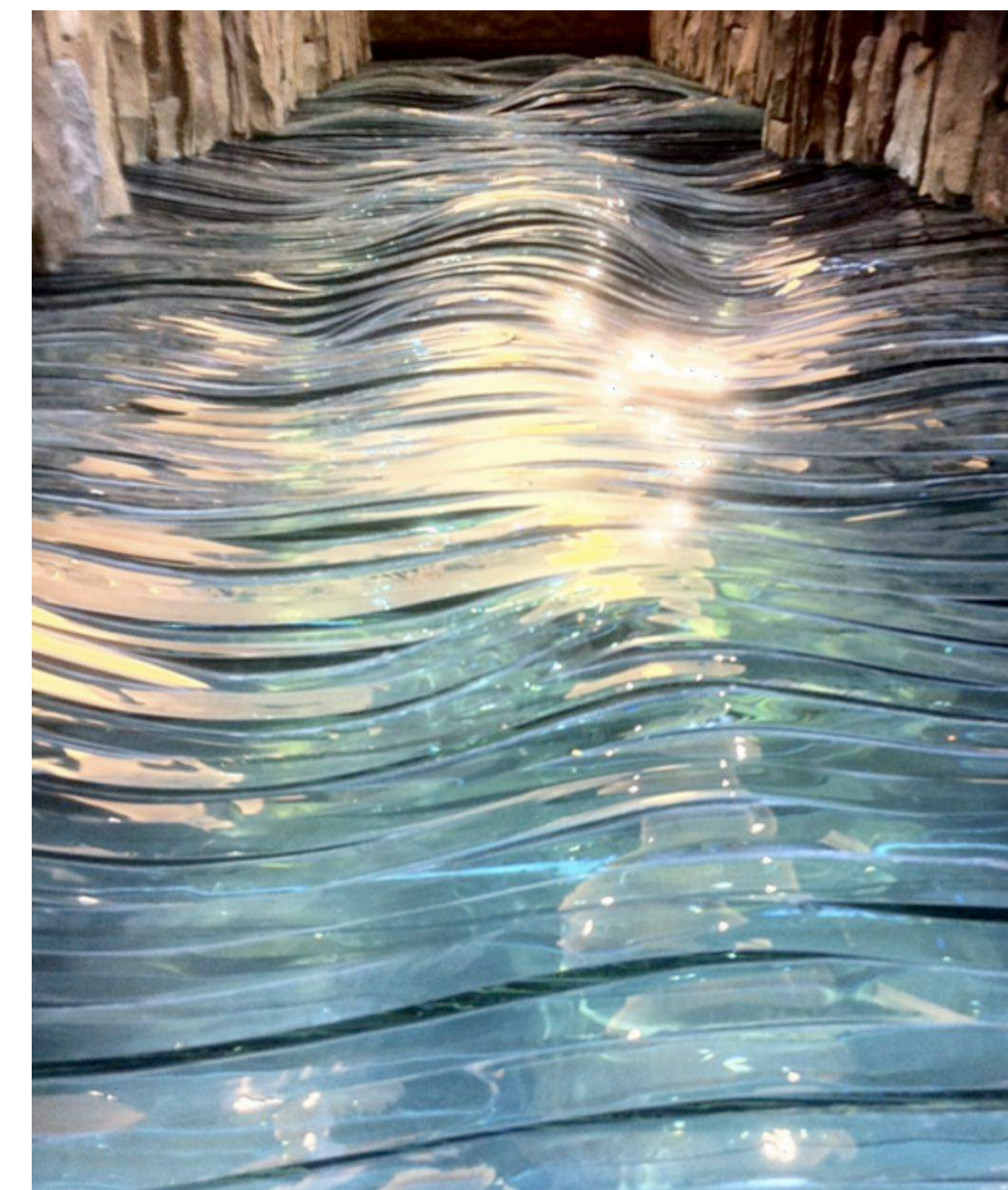


groundcovers & grass

LOW WATER USE PLANTS
Artificial turf can also be substituted



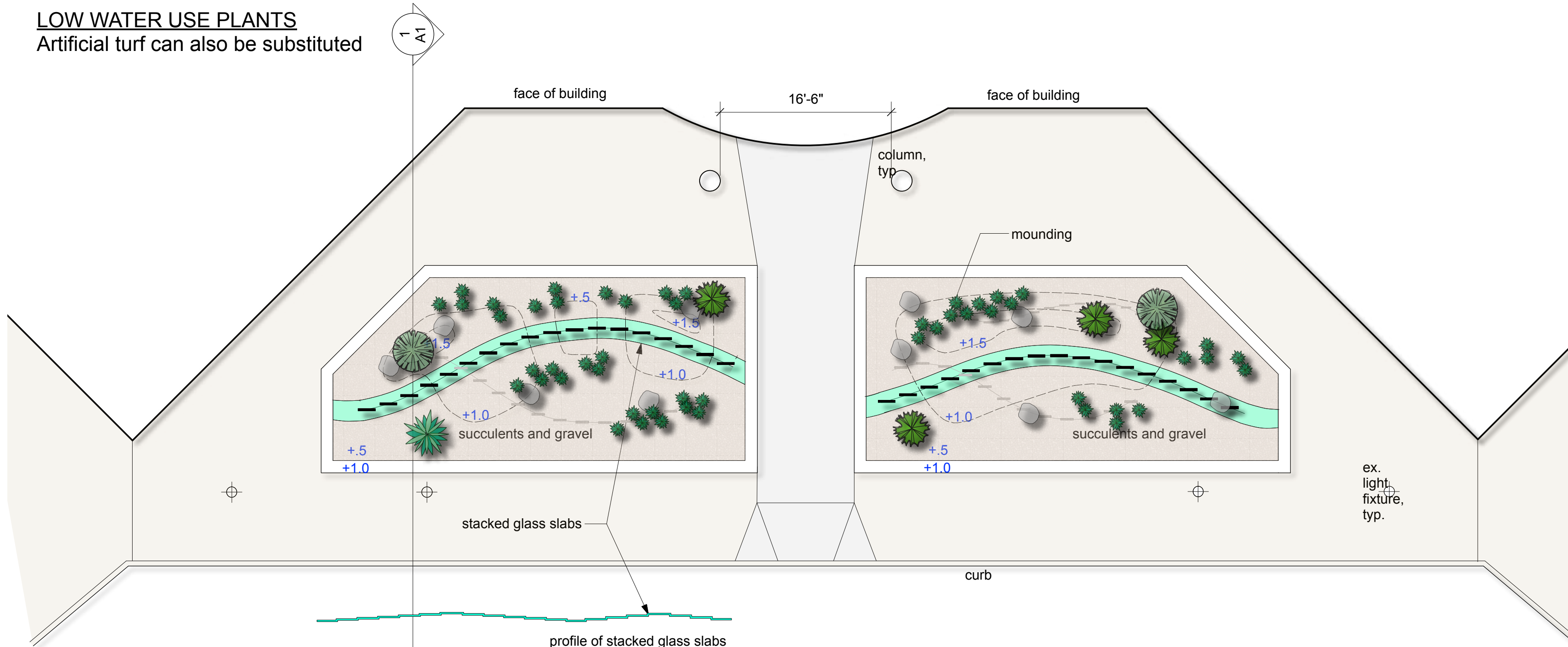
FLAT STACKED SLABS OF GLASS
This images shows water, your design does not have water



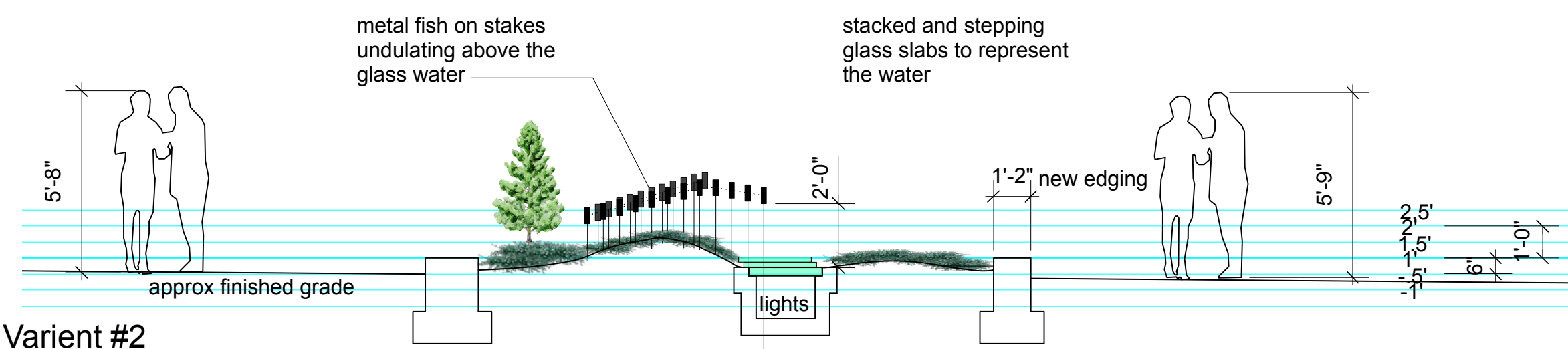
SLABS OF GLASS ON EDGE WITH FLAME CUT EDGES
As an alternative to flat, stepping, slabs of glass, glass can be on edge with an undulating top edge



'Blue Moon' Boulevard Cypress dwarf conifers



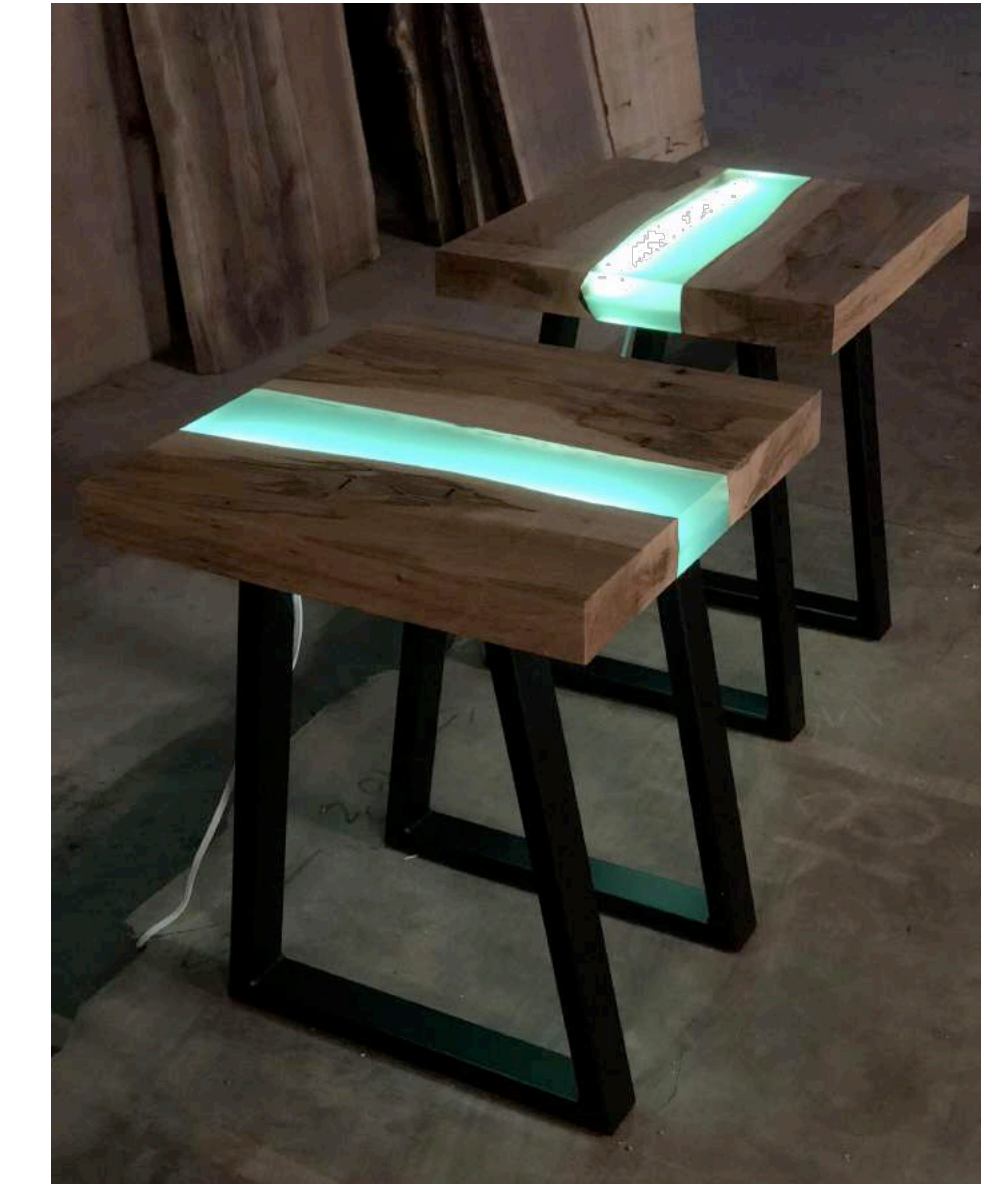
1 Plan Variant #2
Scale: 1/8" = 1'-0"



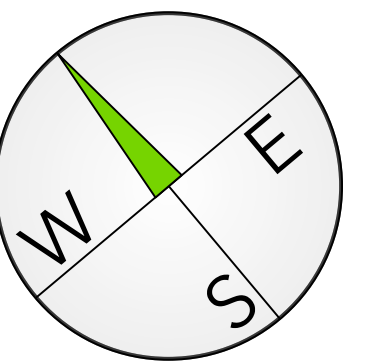
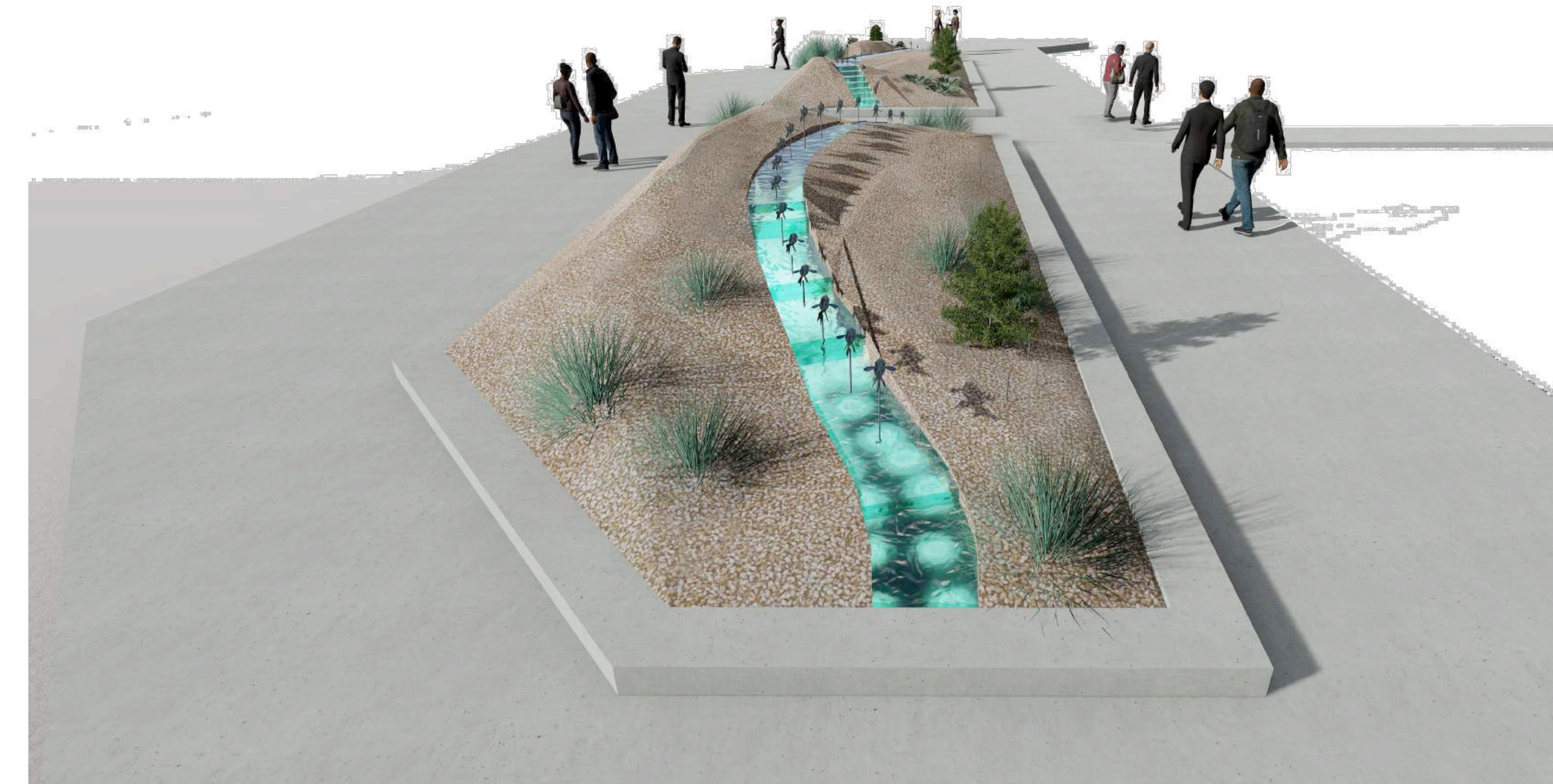
2 Section/Elevation Variant #2
Scale: 1/4" = 1'-0"



FISH OR BIRDS ABOVE GLASS
Flashy metal fish or birds can undulate on stakes above the surface of the 'water'



LIGHTS UNDER THE GLASS
Lights under the glass can be on a timer.



W. E. S. LANDSCAPE ARCHITECTURE

115 ROYAL COACHMAN LN
KALAMA, WA 98625
TEL. 650.515.0655
WA LIC. #1611
CA LIC. #4161
ID LIC. # LA-16912

CONFLUENCE TECHNOLOGY CENTER

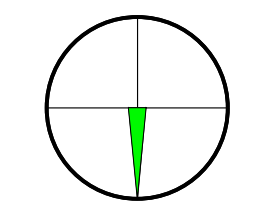
286 TECHNOLOGY CENTER WAY
WENATCHEE, WA 98801

CONCEPTUAL DESIGN

No. 2
FOR BUILDING ENTRY

Rev.	Issue	Date

Seal:



Drawing North:
Scale: 1/8" = 1'-0"

Date: FEB 26, 2021
Drawn by: WES



groundcovers & grass

LOW WATER USE PLANTS

Artificial turf can also be substituted

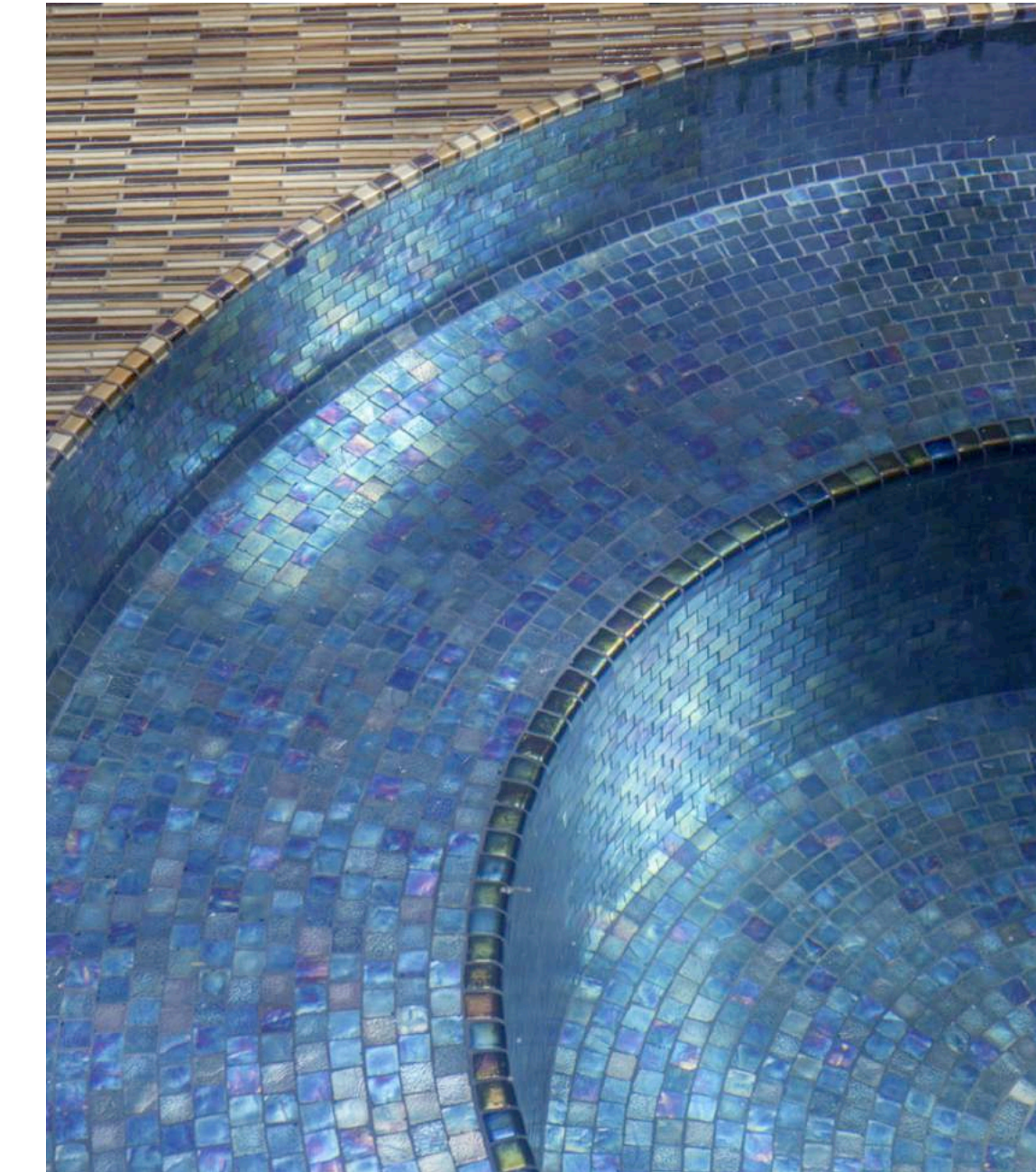
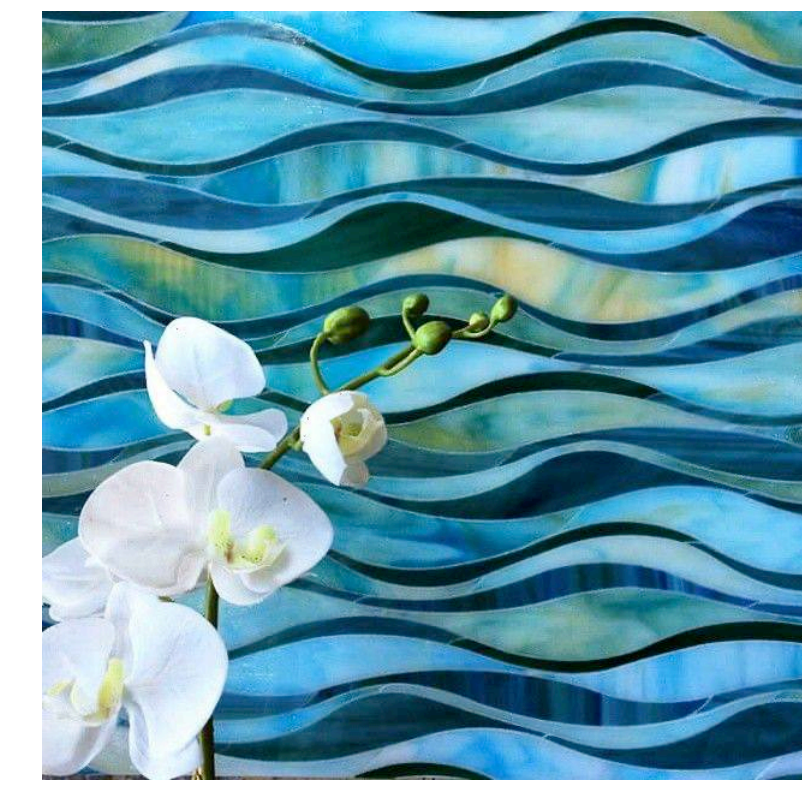
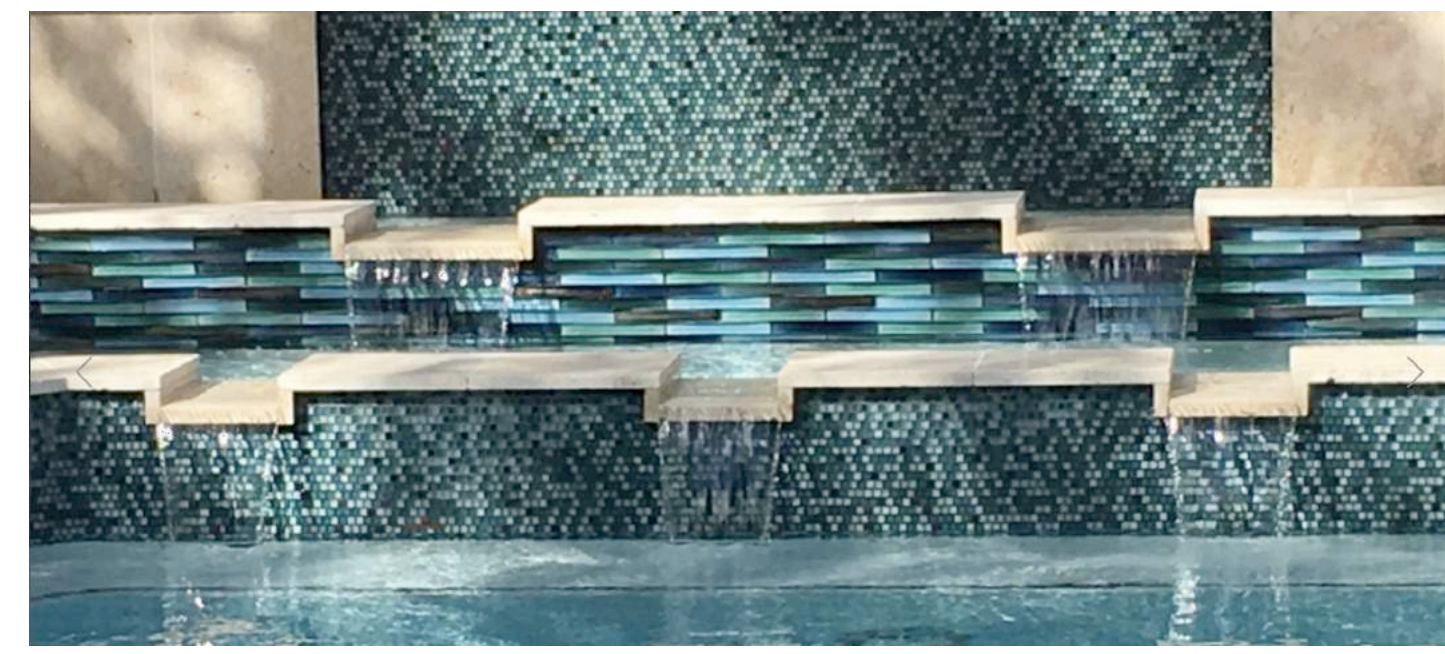
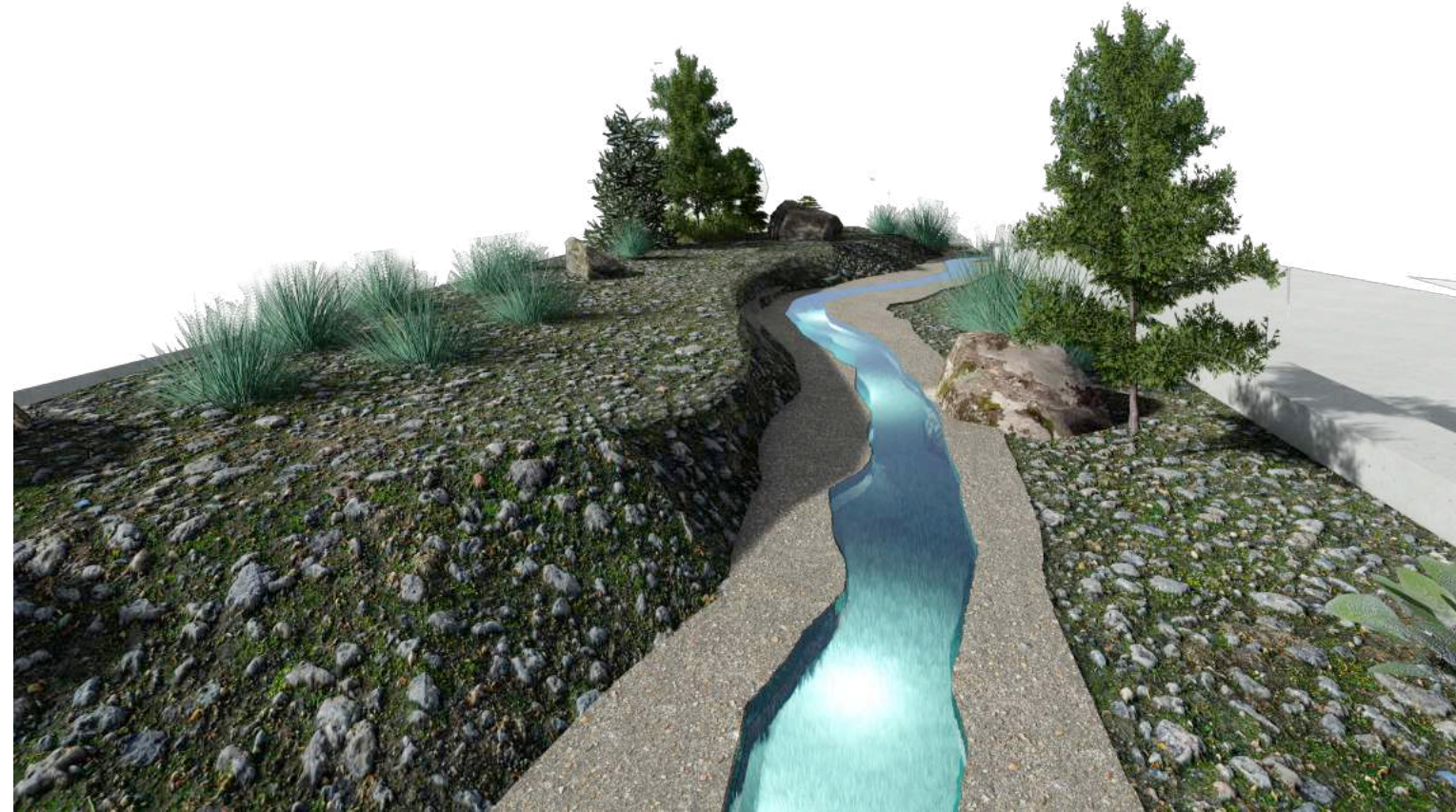


'Blue Moon' Boulevard Cypress
dwarf conifers



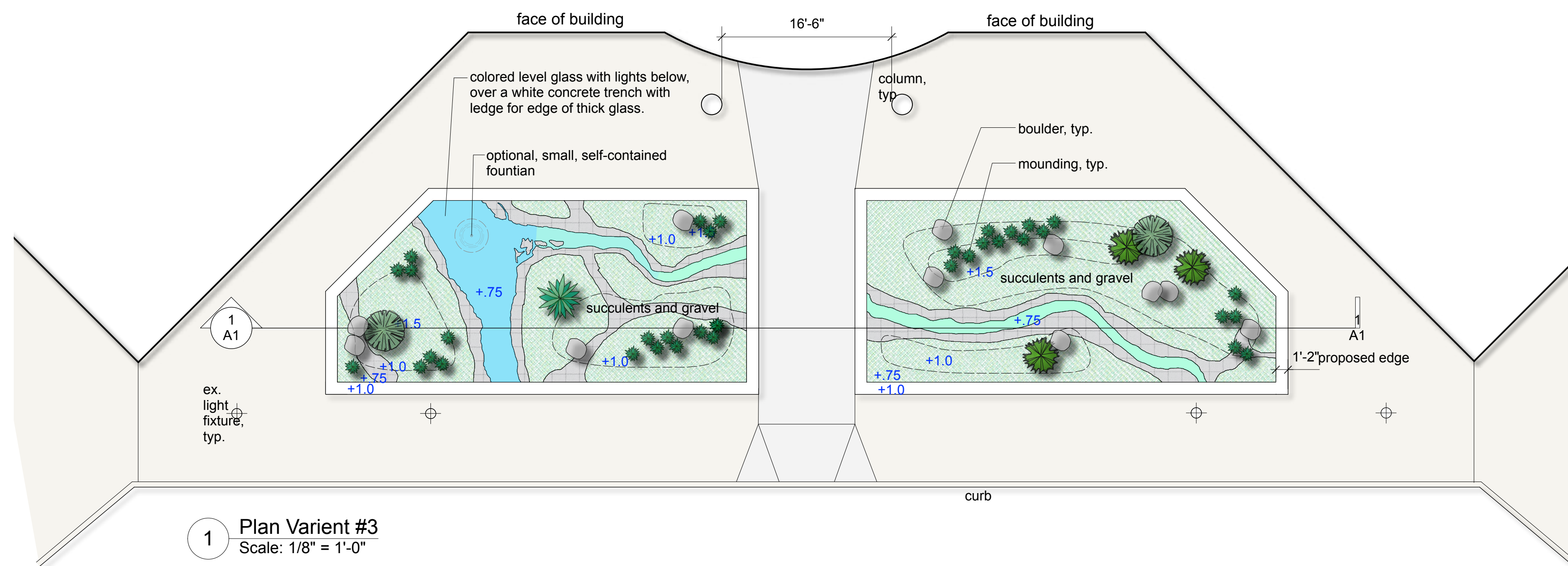
GLASS TO REPRESENT WATER

Thick slabs of glass can be flame cut to reflect the Wenatchee and Columbia Rivers.

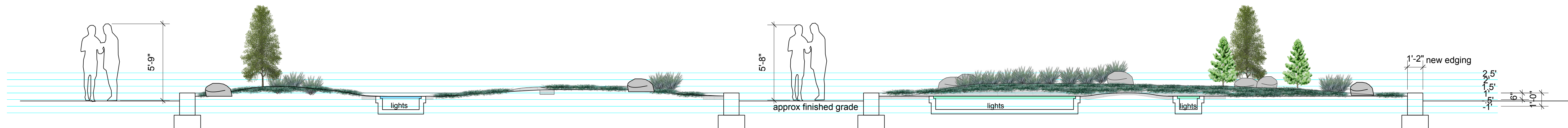


TILE TO REPRESENT WATER

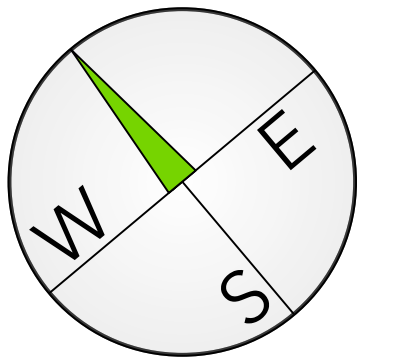
Green and blue tile can be used in place of glass, including luminiscent tiles. An optional, small, self-contained fountain at the confluence can be included.



1 Plan Variant #3
Scale: 1/8" = 1'-0"



2 Section/Elevation Variant #3
Scale: 1/4" = 1'-0"



**W. E. S.
LANDSCAPE
ARCHITECTURE**

115 ROYAL COACHMAN LN
KALAMA, WA 98625
TEL. 650.515.0655
WA LIC. #1611
CA LIC. #4161
ID LIC. # LA-16912

**CONFLUENCE
TECHNOLOGY
CENTER**

286 TECHNOLOGY
CENTER WAY
WENATCHEE, WA 98801

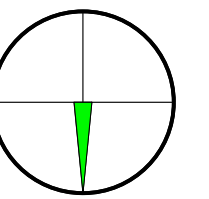
CONCEPTUAL
DESIGN

No. 3

FOR BUILDING
ENTRY

Rev.	Issue	Date

Seal:



Drawing
North:
Scale: 1/8" = 1'-0"

Date: FEB 26, 2021
Drawn by: WES

Memo

To: **Board of Directors**

From: **Stacie de Mestre**

cc: **Jim Kuntz and Trent Moyers**

Date: **March 2, 2021**

Re: **Waterville Airport Pavement Rehabilitation Project – Bid Award and Project Budget**

Recommendation of Award:

On January 26, 2021 an Invitation to Bid was issued for the Waterville Airport 2021 Pavement Rehabilitation Project. On February 16, 2021 CR Contracting, LLC and Road Products, Inc submitted bids. Please see attached for the bid tabulation. Based on the attached letter from JUB Engineers, staff is recommending that the award of the contract be made to CR Contracting, LLC for the Base Bid, Additive Schedule 1, and Additive Schedule 2 in the amount of \$185,052.21 including WSST.

Establishment of Project Budget:

Staff is recommending the following overall project budget be established for the Waterville Airport Pavement Rehabilitation Project:

Construction Contract:	\$185,052.21
JUB Task Authorization:	<u>\$ 35,409.34</u>
Subtotal:	\$221,029.84
Construction Contingency:	\$ 14,620.16

*may not be eligible for WSDOT reimbursement

Total Project Budget: \$235,650.00

Revised WSDOT Grant \$198,926.86

Max CDRPA Share \$ 36,723.14

Note: CDRPA proposed match in 2021 Budget: \$17,421.00

Revised 2021 proposed match: \$36,723.14

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY (CDRPA)
WATERVILLE AIRPORT REBID 2021 PAVEMENT REHABILITATION PROJECT
EAST WENATCHEE, WASHINGTON**

Bid Tab

February 16, 2021

SCHEDULE	CR Contracting, LLC Bend, OR	Road Products, Inc Spokane, WA
Base Bid - Runway	\$129,110.39	\$178,704.21
Additive Schedule 1 – Taxiway	\$16,249.87	\$19,403.57
Additive Schedule 2 - Apron	\$39,691.95	\$47,219.88
Total	\$185,052.21	\$245,327.66

HELPING EACH OTHER
CREATE BETTER COMMUNITIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

March 1, 2021

Chelan Douglas Regional Port Authority
Stace de Mestre, Public Works and Capital Projects Manager
1 Campbell Parkway, Suite A
East Wenatchee, WA 98802

**RE: WATERVILLE AIRPORT REBID
2021 PAVEMENT REHABILITATION PROJECT**

Dear Stacie:

On February 16, 2021 two (2) eligible, responsive and responsible bids were received and opened for the above referenced project. A price analysis comparing the bid items of the low bidder against the Engineer's Estimate has been performed. The bid tabulation is attached, and the totals of the Engineer's Estimate and the two (2) bids are as follows:

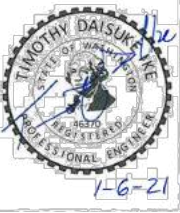
Engineer's Estimate	CR Contracting, LLC Bend, OR	Road Products, Inc. Spokane Valley, WA
\$220,272.45	\$185,052.21	\$245,327.66

It is our recommendation to award the project to CR Contracting, LLC in the amount of One Hundred Eighty-Five Thousand, Fifty-Two Dollars and Twenty-One Cents (\$185,052.21). Contingent on available funding and with your concurrence, we will prepare the necessary award documents.

Sincerely,

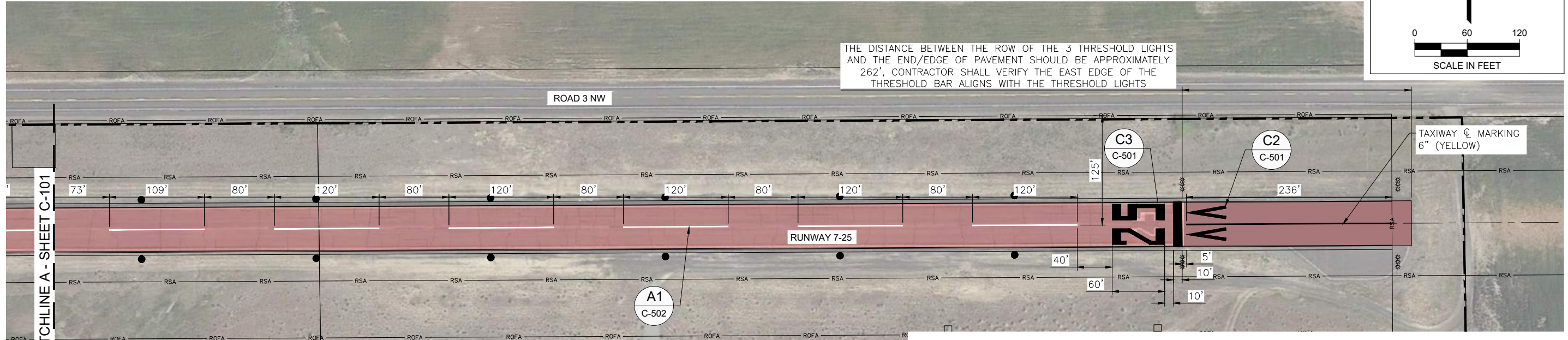
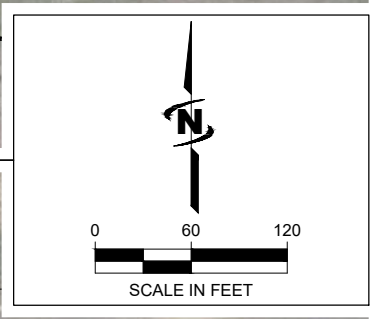
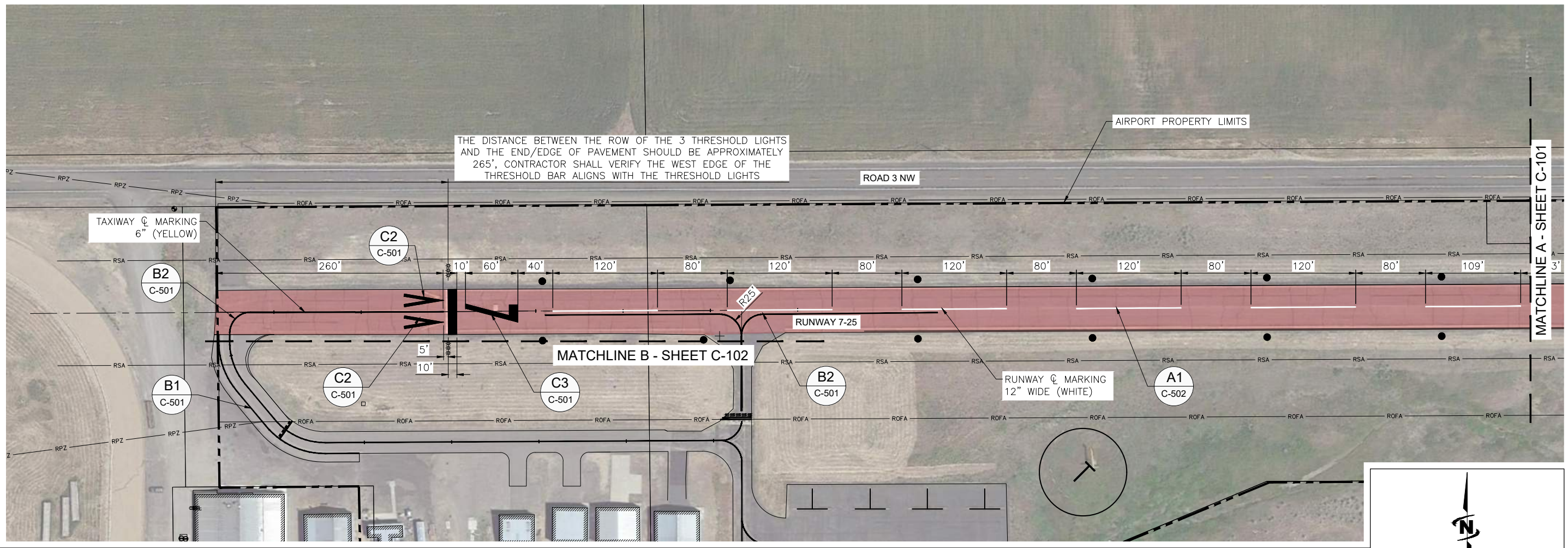
Timothy D., Ike, P.E. Project Manager
J-U-B ENGINEERS, Inc.

Attachment



REUSE OF DRAWINGS
 JUB SHALL RETAIN ALL COMMON LAW, STATUTORY, COPYRIGHT AND OTHER RIGHTS IN THIS DRAWING. NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF JUB. ANY REUSE WITHOUT WRITTEN CONSENT BY JUB WILL BE AT CLIENTS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO JUB.

NO.	REVISION	DESCRIPTION	BY	APPR.	DATE



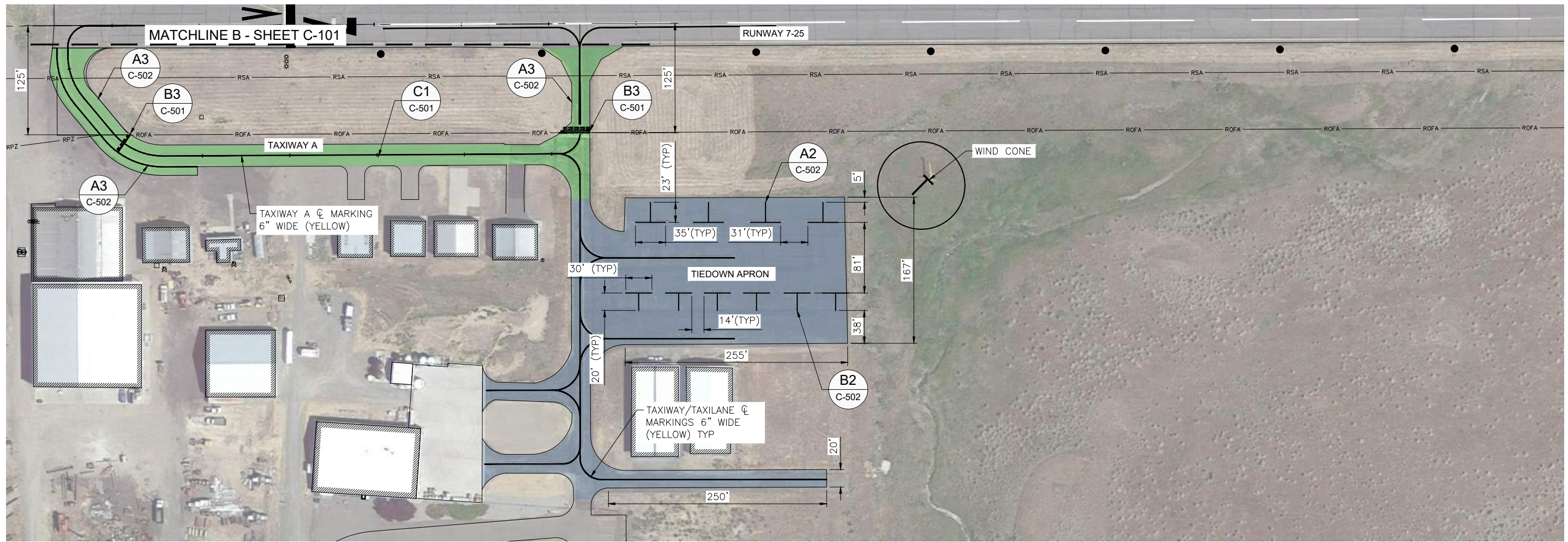
- LEGEND**
- BASE BID LIMITS OF CRACK SEAL, SLURRY SEAL, AND PAVEMENT MARKING REMOVAL APPROXIMATELY 17,500 SY.
- CONSTRUCTION NOTES**
1. RUNWAY CENTERLINE STRIPE LENGTH AND SPACING CHANGES AT CENTER OF RUNWAY.
 2. TEMPORARY MARKINGS SHALL INCLUDE HALF APPLICATION RATE NON-BEADED MARKINGS FOR RUNWAY 7-25. TEMPORARY MARKINGS SHALL BE PAID BY THE SQUARE FOOT UNDER ITEM P-620.
 3. ALL RUNWAY CENTERLINE STRIPES ARE 12" WIDE, WHITE.

NOTE: DATA SHOWN PER HISTORIC SURVEYS TOGETHER WITH CURRENT AERIAL IMAGERY. CONTRACTOR TO FIELD VERIFY PK NAIL LOCATIONS AT RUNWAY ENDS AND PRESERVE AND PROTECT THE MONUMENTS. CHANGES IN FIELD CONDITIONS SUBSEQUENT TO PRIOR SURVEYS MAY NOT BE REFLECTED HEREON.

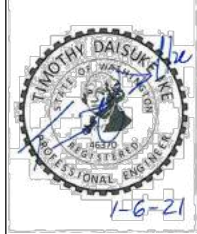
Plot Date: 1/6/2021 3:51 PM Plotted By: Stephanie Nelson
 Date Created: 2/2/2020 JUB\COM\CENTRAL\CLIENTS\MACHELAN\DOUGLAS\REGIONAL\PORT\AUTHORITY\PROJECTS\15-25-011 WATERVILLE AIRPORT DESIGN\CAD\SHEET\45-20-011_C-101.DWG

WATERVILLE AIRPORT
 CHELAN DOUGLAS REGIONAL PORT AUTHORITY (CDRPA)
 2021 PAVEMENT REHABILITATION PROJECT - REBID
 SLURRY SEAL AND STRIPING PLAN

FILE: 45-20-011_C-101
 JUB PROJ. #: 45-20-011
 DRAWN BY: SDN
 DESIGN BY: SLS
 CHECKED BY: TDI
 ONE INCH = 120 FEET
 AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
 LAST UPDATED: 1/6/2021
 SHEET NUMBER:
C-101



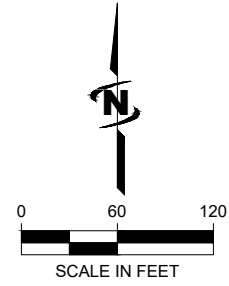
JUB
 J-U-B ENGINEERS, INC.
 W. 422 Riverside Ave.
 Suite 304
 Spokane, WA 99201
 Phone: 509.458.3727
 www.jub.com



REUSE OF DRAWINGS
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NO.	REVISION	DESCRIPTION	BY	DATE

Plot Date: 1/6/2021 3:52 PM Plotted By: Stephanie Nelson
 Date Created: 1/12/20 JUB:\CENTRAL\CLIENTS\MACHELAN\CUGLAS\REGIONAL\PORT AUTHORITY\PROJECTS\45-20-011 WATERVILLE AIRPORT DESIGN\CAD\SHEET\45-20-011_C-102.DWG



LEGEND

- BASE BID LIMITS OF CRACK SEAL, SLURRY SEAL, AND PAVEMENT MARKING REMOVAL APPROXIMATELY 17,500 SY.
- ADDITIVE BID SCHEDULE 1 LIMITS OF ADDITIVE ALTERNATE CRACK SEAL & SLURRY SEAL APPROXIMATELY 2,700 SY.
- ADDITIVE BID SCHEDULE 2 LIMITS OF ADDITIVE ALTERNATE CRACK SEAL & SLURRY SEAL APPROXIMATELY 7,500 SY.

CONSTRUCTION NOTES

1. RUNWAY CENTERLINE STRIPE LENGTH AND SPACING CHANGES AT CENTER OF RUNWAY.
2. TEMPORARY MARKINGS SHALL INCLUDE HALF APPLICATION RATE NON-BEADED MARKINGS FOR RUNWAY 7-25. TEMPORARY MARKINGS SHALL BE PAID BY THE SQUARE FOOT UNDER ITEM P-620.
3. COVER TIEDOWN ANCHORS PRIOR TO SEAL COAT.
4. ALL RUNWAY CENTERLINE STRIPES ARE 12" WIDE, WHITE.

NOTE: DATA SHOWN PER HISTORIC SURVEYS TOGETHER WITH CURRENT AERIAL IMAGERY. CONTRACTOR TO FIELD VERIFY PK NAIL LOCATIONS AT RUNWAY ENDS AND PRESERVE AND PROTECT THE MONUMENTS. CHANGES IN FIELD CONDITIONS SUBSEQUENT TO PRIOR SURVEYS MAY NOT BE REFLECTED HEREON.

WATERVILLE AIRPORT
CHELAN DOUGLAS REGIONAL PORT AUTHORITY (CDRPA)
 2021 PAVEMENT REHABILITATION PROJECT - REBID
 SLURRY SEAL AND STRIPING PLAN

FILE: 45-20-011_C-102
 JUB PROJ. #: 45-20-011
 DRAWN BY: SDN
 DESIGN BY: SLS
 CHECKED BY: TDI
 ONE INCH = 120 FEET
 AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
 LAST UPDATED: 1/6/2021
SHEET NUMBER:
C-102

**Chelan Douglas Regional
Port Authority**

Memo

To: Board of Directors

From:  Jim Kuntz

cc: None

Date: March 3, 2021

Re: FAA Reimbursable Agreement – Ramp Reconstruction & Taxiway A Project

As part of the Aviation Ramp Reconstruction Project which ties into Taxiway A, the FAA will likely need to relocate/modify FAA cables that operate FAA owned equipment at the Airport. The FAA facilities group is requesting to be reimbursed for their time and expense up to \$28,930.28. Please see attached Agreement. This cost is reimbursable through a grant application to the FAA.

I am seeking Board approval to sign the Agreement.

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY
PANGBORN MEMORIAL AIRPORT
WENATCHEE, WASHINGTON**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **Chelan Douglas Regional Port Authority** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **Chelan Douglas Regional Port Authority**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to perform site visit activities and provide design and construction services to support modification or relocation of FAA cables necessitated by the Sponsor's project to expand and

reconstruct the terminal apron and portions of TWY A. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Wenatchee, WA (EAT) – Expand and Reconstruct Terminal Apron and Portions of TWY A

B. The FAA will perform the following activities:

1. Perform a site visit, as needed, and provide engineering design review to ensure the Sponsor's design conforms to FAA design standards. Review Sponsor provided engineering documents and provide comments. Seven calendar days shall be provided for FAA Air Traffic Organization (ATO) review at each design stage.
2. Provide to the Sponsor any requirements and/or recommendations related to FAA facilities impacted by the Sponsor's project.
3. Prepare the Integrated Risk Management Checklist (IRMC) and Project Plan (as required by FAA order JO 6000.50D) based on information provided by the Sponsor at least 45 days prior to the start of construction activities. Information used to create these documents will be conveyed to the FAA by means of the Sponsor's Construction Safety and Phasing Plan (CSPP).
4. Provide shutdown and restoration services for FAA facilities, as needed.
5. Provide Resident Engineer (RE) services to monitor the pertinent portions of the Sponsor's construction contract.
6. Ensure the relocated/modified cables are installed in accordance with FAA standards.
7. Perform cable terminations or reconnections at FAA-owned facilities or equipment, or provide oversight if the terminations or reconnections aren't performed by the FAA.
8. Participate in the Contractor Acceptance Inspection (CAI) and FAA Joint Acceptance Inspection (JAI).
9. Update applicable FAA configuration-controlled cable baseline drawings to reflect changes.

C. The Sponsor will perform the following activities:

1. Provide the FAA with access to the project site, including any airport-specific security briefs or driving requirements.
2. Provide the FAA with the pertinent sheets/sections of the project plans and specifications for the Sponsor's project which will impact the FAA's cables.

Such documents will be provided by the FAA with seven days allocated for design reviews.

3. Incorporate all ATO requirements and recommendations into the design drawings and specifications impacting FAA-owned systems. This includes the requirements of all applicable FAA ATO Orders, Notices, Technical Information Books, Design Standards, Handbooks, and Engineering Briefs.
4. Provide regularly updated project schedules to the FAA.
5. Complete all required Operational Risk Management (ORM) and Safety Risk Management (SRM) analyses and paperwork. Hold discussions as necessary with the airport, System Support Center, Air Traffic, and Engineering Services regarding ORM and SRM concerns.
6. Comply with National Environmental Policy Act (NEPA) as required.
7. Submit Notice of Proposed Construction of Alteration (FAA Form 7460-1) as required prior to construction.
8. Coordinate the scheduling of any FAA facility shutdowns with the FAA.
9. Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.
10. Notify the FAA at least 30 calendar days in advance of when FAA RE services are required.
11. Construct new underground duct banks and install and terminate the relocated cables, as needed.
12. Provide direction and instruction to contractors in accordance with comments and instructions received from the FAA.
13. Conduct CAI(s) and participate in the final JAI with FAA representatives and correct exceptions as noted. If exceptions are not corrected within 45 days, the FAA will clear remaining exceptions and charge reasonable incurred costs to the Sponsor through the reimbursable agreement (RA). All exceptions must be cleared or otherwise resolved before the Agreement can be closed out.
14. Provide redlined .pdf drawings to the FAA prior to any cutover activities. In addition, provide “as-built” drawings in electronic copies in .pdf and AutoCAD 2017 format. The final AutoCAD submittal cannot use referenced drawings. Each sheet must be standalone and a complete file. The “as-built” drawings will

be delivered no later than 60 days from JAI. The “as-built” will be in accordance with FAA-STD-002G.

- D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____ . If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning & Integration Team** will provide administrative oversight of this Agreement. **Tamra Lee** is the **Lead Planner** and liaison with the Sponsor and can be reached at **(206) 231-2852** or via email at **tamra.lee@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The **FAA Western Service Area, Engineering Services, NAVAIDS Engineering Center – Seattle B** will perform the scope of work included in this Agreement. **Austin Mixsell** is the **Civil Engineer** and liaison with the Sponsor and can be reached at **(206) 231-2638** or via email at **austin.mixsell@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. FAA Contracting Officer: The execution, amendment, and administration of this Agreement must be authorized and accomplished by the Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

Chelan Douglas Regional Port Authority
Trent Moyers
One Campbell Parkway, Suite A
East Wenatchee, WA 98802
Telephone: (509) 888-4700
Email: trent@cdrpa.org

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer – Reserved

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020 – Engineering Support	\$7,907.00
WB4050 – Construction	\$6,584.00
WB4060 – Site Preparation, Installation, Test & Checkout	\$3,064.00
WB4070 – JAI/Commissioning/Closeout	\$3,971.00
Labor Subtotal	\$21,526.00
Labor Overhead	\$3,408.28
Total Labor	\$24,934.28
Non-Labor	
WB4020, WB4050, WB4070 – Travel	\$3700.00
Non-Labor Subtotal	\$3,700.00
Non-Labor Overhead	\$296.00
Total Non-Labor	\$3,996.00
TOTAL ESTIMATED COST	\$28,930.28

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9, Section E of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

Chelan Douglas Regional Port Authority
Attn: Monica Lough
One Campbell Parkway, Suite A
East Wenatchee, WA 98802
Telephone: (509) 884-4700
Email: monica@cdrpa.org

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under the authority of 49 U.S.C. § 106(l)(6), which authorizes the Administrator of the FAA to enter into and perform such contracts, leases, cooperative agreements and other transactions as may be necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator may consider appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

**FEDERAL AVIATION
ADMINISTRATION**

**CHELAN DOUGLAS REGIONAL
PORT AUTHORITY**

SIGNATURE _____
NAME Bradley K. Logan
TITLE Contracting Officer
DATE _____

SIGNATURE _____
NAME Jim Kuntz
TITLE CEO
DATE _____

**CHELAN DOUGLAS REGIONAL PORT
RESOLUTION NO. 2021-05**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHELAN
DOUGLAS REGIONAL PORT AUTHORITY DECLARING ALL PERSONAL
PROPERTY ACQUIRED UNDER THE RECENTLY TERMINATED LEASE
WITH ACTAPIO, INC. AS SURPLUS TO THE NEEDS OF THE CHELAN
DOUGLAS REGIONAL PORT AUTHORITY**

Whereas the Port of Chelan County, Yahoo! Inc., and YJ America, Inc. entered into an Assignment and Assumption of Lease and Common Area Use Agreement and Modification of Lease effective March 28, 2014 wherein Yahoo! Inc. assigned its Lease with the Port of Chelan County to YJ America, Inc. (the "Lease"); and

Whereas YJ America, Inc. subsequently changed its name to Actapio, Inc; and

Whereas the Port of Chelan County and the Port of Douglas County entered into an Interlocal Agreement to functionally consolidate finances, management and operations of the two port districts dated June 11, 2019 (the "Interlocal Agreement"); and

Whereas in furtherance of the Interlocal Agreement, the Port of Chelan County and the Port of Douglas County formed the Chelan Douglas Regional Port Authority ("CDRPA") effective January 1, 2020; and

Whereas the Port of Chelan County has delegated to the CDRPA the authority to manage, operate, and recommend disposal of all personal property owned by the Port of Chelan County; and

Whereas Actapio, Inc. terminated the Lease effective February 28, 2021, and, as a result of such termination, title to all personal property held by Actapio, Inc. (as described in the Lease), automatically vested in the Port of Chelan County (the "personal property"); and

Whereas the personal property is generally described on attached Exhibit "A", which is incorporated herein by this reference; and

Whereas over the past several months, the CDRPA marketed the space previously occupied by Actapio, Inc., and retained consultants to evaluate the future of the said space; and

Whereas as a result of the evaluation of the available options, it is the recommendation that the personal property is no longer needed or necessary for the CDRPA-related purposes.

Now, Therefore, Be it Resolved by the Board of Directors for the Chelan Douglas Regional Port Authority as follows:

1. The personal property is no longer needed or necessary for the CDRPA's purposes and is hereby declared to be surplus.

2. The Chief Executive Officer is hereby authorized to dispose of the personal property (including sale, transfer, trade, disposal, salvage and destruction), on such terms and conditions as the Chief Executive Officer deems appropriate. The disposal of the personal property may be incorporated into a public works contract for renovation of the space previously occupied by Actapio, Inc.

3. The Chief Executive Officer is hereby authorized to execute any and all documents necessary to dispose of the personal property.

4. The authorization set forth above is effective immediately and shall remain in effect until the earlier of the disposal of all of the personal property or the rescission or modification of this Resolution.

ADOPTED by the Chelan Douglas Regional Port Authority Board of Directors at a regular meeting thereof held this 9th day of March, 2021.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Alan Loeb sack, Director

Rory Turner, Director

Mark M. Spurgeon, Director

EXHIBIT "A"
Personal Property

For purposes of this Resolution, "personal property" shall include all personal property previously owned by Actapio, Inc., title to which automatically vested in the Port of Chelan County pursuant to the Lease, including, but not limited to the following:

Tenant Improvements and Alterations as defined in the Lease
Data Center infrastructure located in the Parking Lot Limited Common Element
Power and HVAC Improvements as defined in the Lease

Memo

To: Jim Kuntz
From: Craig Larsen
cc: Ron Cridlebaugh; Monica Lough; Cami Harris
Date: March 4, 2021
Re: Expanded Month to Month Lease For Community Action at Lineage

Since late 2020 the Chelan Douglas Community Action Council has leased a portion of Building G at Lineage on a month to month basis. This has included the loading dock off of Kittitas, a couple of offices and restrooms. The proposed new month to month lease in your packet continues the current rate of 45 cents per foot per month and expands their footprint to all of buildings G & I, totaling 19,560 square feet as well as space in the alcove along Columbia Street. The amount of monthly rent exceeds Jim's delegated authority.

These concrete tilt up buildings were built in the mid 1980's and have not been upgraded since (the rotary dial phone in the office was a nice flashback). Building I has no lighting. Neither has heating or cooling (they have brought in portable heaters for employees). It is essentially an insulated dry storage space awaiting redevelopment.

Primary use is food storage, repackaging, and distribution. Semi-trucks bring food in by the pallet. It is broken down into food boxes

that are taken out by box truck and distributed to those in need. They also are storing the components of mobile freezers in the space.

They have been good tenants allowing us to show the space and the neighbor on Kittitas and Columbia has no complaints regarding their use. Staff views this as a good interim use that helps the community and brings in income until redevelopment or a sale in support of our economic development mission occurs.

**LEASE AGREEMENT
CHELAN DOUGLAS COMMUNITY ACTION COUNCIL**

THIS MONTH TO MONTH LEASE AGREEMENT (the "Lease") is made and entered into this ___ day of March, 2021 by and between the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a municipal corporation, ("Landlord") and Chelan Douglas Community Action Council, a non-profit corporation, ("Tenant"). Landlord and Tenant are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

This replaces a lease between the parties for a portion of the premises listed below entered into in November of 2020.

1. PREMISES.

1.1 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions included in this Lease, a portion of the following described real property and the buildings and improvements thereon, consisting of and more generally described as Lineage Buildings G and I, totaling 19,560 SF, located between Kittitas and Yakima Streets, Wenatchee, Washington:

See attached Exhibit A.

1.2 The description of the real property, building and improvements in Section 1.1 are hereafter collectively referred to as the "Property" or as the "Leased Premises."

1.3 Tenant will also have exclusive use of the area between Building G and Kittitas Street including the loading dock located on the Property.

2. TERM OF LEASE.

2.1 This Lease shall be month to month commencing on April 1, 2021. Either party may cancel this lease by giving thirty (30) days written notice to the other party.

3. RENT.

3.1 The Tenant shall pay a monthly lease rate commencing April 1, 2021 of \$8,800.00 (eight thousand eight hundred dollars) per month. Rent shall be paid in advance by the first day of each month and may be prepaid.

3.2 In addition to Base Rent, Tenant shall pay to the Landlord such sums as may be required by law for payment of leasehold or other tenant tax as required, imposed, assessed or imputed by the State of Washington or other tax entity, as such laws now exists or as they may hereafter be amended (such leasehold tax currently being 12.84%). For the purpose of this Lease, the total of the Base Rent and the leasehold or other taxes is collectively referred to herein as the "Rent." If leasehold tax is increased or decreased, the total amount payable for Rent shall increase or

decrease, but the amount of Base Rent shall not be changed as a result of any change in the leasehold tax rate.

3.3 Taxes.

3.3.1 Tenant shall pay, before the same become delinquent, all taxes assessed against Tenant's personal property, furniture, fixtures, equipment, inventory and other property on the Leased Premises.

3.3.2 Any tax related to the value of the Leased Premises that may be assessed against Landlord or Tenant during the term of this Lease will be paid by Tenant, upon demand by Landlord.

3.4 The cost of utilities (water, sewer, stormdrain, fire alarm monitoring), maintenance conducted by Landlord, fire protection costs (inspections and fire district assessments), fire and "all risk" insurance, inspections, storm drains, and similar charges and expenses incurred by the Landlord for the benefit of the Building and Property are included in Base Rent except as set forth in Paragraph 3.4.1.

3.4.1 Tenant shall be responsible for all maintenance and repair and snow removal of the loading dock area connecting to Kittitas Street and the paved areas north of Buildings G & I to the centerline of vacated Yakima Street.

3.5 Late Charge and Fees.

3.5.1 In the event any rental amount called for herein, including the leasehold tax, is not paid within ten (10) days from the date it is due Tenant shall pay to Landlord a late charge of five percent (5%) of the unpaid Lease payment until such payment is paid.

3.5.2 The late charge is due immediately and is in addition to all of Landlord's other rights in this Lease.

3.5.3 In the event Landlord gives written notice of Tenant's default, delinquency or other Lease violations, Tenant agrees to pay Landlord's actual costs and attorneys' fees reasonably incurred in providing such notice, in addition to the late charge and all other payments and obligations called for herein.

4. POSSESSION. Possession of the Leased Premises pursuant to this Lease shall commence upon signing of this Lease and payment of rent.

5. ACCEPTANCE OF FACILITIES. No representation, statement or warranty, expressed or implied, is or shall be made or has been made by or on behalf of the Landlord as to the condition of the Leased Premises, or as to the use that may be made of the Leased Premises unless specifically set forth in the Lease. Upon taking

occupancy, Tenant accepts the condition of the Leased Premises AS-IS, WHERE-IS, WITH ALL FAULTS, and without representation or warranty made by the Landlord, of any kind or nature, except as specifically provided herein. Tenant releases Landlord from any responsibility or liability for any representation that may have been made to the Tenant about the Leased Premises that is not specifically set out in this Lease Agreement.

6. USE OF LEASED PREMISES. The Leased Premises shall be used by Tenant for short term storage, warehousing, assembly of food boxes and for no other purpose unless agreed to in advance by Landlord. Further, the Tenant agrees that:

6.1 Tenant shall not allow the use of the Leased Premises in a manner that would increase Landlord's insurance premiums, unless Tenant agrees to reimburse Landlord for such increase, or for any illegal purpose.

7. SERVICES AND UTILITIES.

7.1 Landlord does not warrant that any utilities and services will be free from interruption. The Landlord shall not be liable to Tenant for any loss or damage caused by or resulting from any variation, interruption, or failure of heat or any utility services due to any cause, other than Landlord's negligent or willful acts. No temporary interruption or failure of services due to the making of repairs, alterations, or improvements, or due to accident, strike or conditions or events beyond Landlord's control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations under this Lease.

8. ALTERATIONS AND IMPROVEMENTS.

8.1 Landlord's advance written consent shall be required for all changes (structural or non-structural), improvements or alterations, to the Leased Premises.

8.2 Design plans must be submitted to Landlord for review and approval for each alteration or improvement to the Leased Premises requested by Tenant. Approval for structural changes must be approved in advance by Landlord's engineer. Tenant shall bear responsibility for Landlord's reasonable costs of investigation incurred for any requested changes, including engineer's, architect's, attorney's, and other expert's fees.

8.3 All such approved changes, alterations, or improvements, shall be made at the Tenant's sole cost and expense; and Tenant shall use a licensed and bonded contractor or contractors for such changes, alterations, and/or improvements. Tenant agrees that any changes, alterations, or improvements made shall not abate the rent. In the performance of such work, Tenant agrees to comply with all laws and ordinances and to hold Landlord harmless from any damage, loss or expense caused by work performed by Tenant.

8.4 Any changes, alterations, or improvements of or to the Leased Premises shall become at once a part of the realty and belong to the Landlord, except trade fixtures supplied and paid for by the Tenant subject to the Tenant's duty to remove as set out in this Lease.

8.5 At Landlord's request, within ten (10) days prior to the Lease's termination Tenant shall restore the Leased Premises to the condition that existed at the commencement of the Lease, except for normal wear and tear and approved alterations and improvements (unless as a condition of the approved alteration or improvement the Landlord requires the Tenant to remove said alteration or improvement prior to the Lease's termination).

8.6 Tenant shall keep the Leased Premises free from any liens, and shall indemnify and hold Landlord harmless and defend it from any liens or encumbrances, damage, loss or expense arising out of any work performed or materials furnished by or at the direction of Tenant, or otherwise, to the Leased Premises.

9. TRADE FIXTURES. Tenant may install on the Leased Premises such equipment and fixtures as are customarily used in the type of business conducted by Tenant. At the termination of this Lease, at the direction of the Landlord, Tenant shall, or at Tenant's option Tenant may, remove from the Leased Premises all such equipment, fixtures, and all other property of Tenant provided that Tenant repairs the damage caused by the removal, and restores, at the Tenant's sole cost and expense, the Leased Premises, consistent with Paragraph 10 of this Lease. Any equipment or fixtures not removed by the expiration or sooner termination of this Lease, including any renewal period, shall at the option of the Landlord become the property of the Landlord.

10. REPAIR AND MAINTENANCE.

10.1 Unless otherwise agreed, Tenant shall, at its own cost and expense, make all necessary repairs and replacements to the Leased Premises. Tenant shall be responsible for all maintenance and repair, including, but not limited to: the piping, plumbing, and heating systems, window glass, fixtures, electrical and mechanical systems, and all appliances and equipment used in connection with the Leased Premises. Such repairs and replacements, interior and exterior, structural and non-structural, shall be made promptly as and when necessary. All repairs and replacements shall be approved in advance by Landlord and must be of a quality and class at least equal to the original work as reasonably determined by Landlord.

10.2 In the event of default by the Tenant in making such repairs or replacements to the Leased Premises, the Landlord may, but shall not be required to, make such repairs and replacements for the Tenant's account, and the expense thereof shall constitute and be collectible as additional Rent.

10.3 Notwithstanding the foregoing, Landlord shall be responsible for the repair and maintenance of the roof and structural damage to the Leased Premises, to the

extent the need for such repair or maintenance was not necessitated or caused by Tenant's negligence or other wrongful conduct. It is the intention of this Lease that, except for Landlord's responsibilities relative to the roof and structural repair stated above, Landlord shall have no obligation for expenses associated with the Leased Premises.

10.4 Landlord shall not be obligated to repair or replace any fixtures or equipment installed by Tenant and Landlord shall not be obligated to make any repair or replacement occasioned by any negligent or wrongful act or omission of Tenant, its employees, agents, contractors, invitees, or licensees.

10.5 In addition to reimbursing Landlord for payment of the additional Rent as Set forth above, Tenant shall pay any leasehold or other tax associated with or required to be paid because of such payment.

11. RIGHT OF ENTRY.

11.1 Landlord may enter the Leased Premises at all times for emergencies, and at reasonable times, after reasonable notice to Tenant, during or after business hours, for the purpose of inspecting, cleaning, repairing, altering, improving or exhibiting the Leased Premises, but nothing in this paragraph shall be construed as imposing any obligation on the Landlord to perform any such work.

11.2 Landlord may place "FOR RENT" or "FOR SALE" signs on the exterior of the Leased Premises and, after reasonable notice to Tenant, may enter the Leased Premises for purposes of showing the Leased Premises to prospective tenants, purchasers and lenders.

12. DAMAGE OR DESTRUCTION.

12.1 All damage or injury done to the Leased Premises by Tenant, or by any persons who may be in or upon the Leased Premises, shall be paid for by Tenant, except as caused by the negligence or other wrongful conduct of Landlord or its employees, agents, contractors, or other representatives.

12.2 If the Leased Premises are partially destroyed or damaged by fire or any other casualty to the extent that part of the Leased Premises is rendered untenable, or if the cost of repairing the damage to the Leased Premises exceeds \$50,000, either Landlord or Tenant may terminate this Lease by notice in writing to the other Party within sixty (60) days after the destruction or damage, unless Landlord agrees in writing within thirty (30) days after the destruction to pay the uninsured portion of the cost of repair, in which case the Lease shall not terminate. The notice shall be effective thirty (30) days after receipt.

12.3 Landlord's liability shall be limited to its contractual obligation in this lease, and any damage caused by its negligent or otherwise wrongful conduct.

13. INDEMNITY.

13.1 The Tenant shall indemnify the Landlord from and against any and all claims, demands, cause of actions, suits or judgments (including fees, costs and expenses [including attorney fees] incurred in connection therewith and in enforcing the indemnity) for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the condition, use or occupancy of the Leased Premises, or any improvements thereon; or by Tenant's non-observance or non-performance of any law, ordinance or regulation applicable to the Leased Premises; or incurred in obtaining possession of the Leased Premises after a default by the Tenant after expiration of any applicable cure period, or after the Tenant's default in surrendering possession upon expiration or earlier termination of the term of the Lease (including renewal term), or enforcing any of the Tenant's covenants in this Lease. This includes, without limitation, any liability or injury to the person or property of Tenant, its agents, officers, employees, contractors, or invitees, except as the result of the Landlord's negligence or other wrongful conduct. THE TENANT SPECIFICALLY WAIVES ANY IMMUNITY PROVIDED BY WASHINGTON'S INDUSTRIAL INSURANCE ACT. This indemnification covers claims by Tenant's own employees.

13.2 In the event of any such claims made or suits filed, Landlord shall give Tenant prompt written notice thereof and Tenant shall have the right to defend or settle the same to the extent of its interests thereunder.

13.3 Tenant, as a material part of the consideration to be rendered to Landlord, waives all claims against Landlord for damages to goods, wares, merchandise and loss of business in, upon or about the Leased Premises, and for injury to Tenant, its agents, employees, contractors, invitees, or their persons in or about the Leased Premises from any cause arising at any time, except as a result of Landlord's breach of this Lease, negligence or other wrongful conduct.

14. INSURANCE.

14.1 Tenant is responsible for its own property insurance covering all business property, personal property, inventory, and improvements and betterments made by Tenant.

14.2 From and after the commencement date of the term of this Lease, Tenant shall insure the Leased Premises, at its sole cost and expense, against any claim for bodily injury and property damage under a policy of general liability insurance, with limits of \$500,000 per occurrence, and \$1,000,000 annual

aggregate, with the entire policy limits available for any claim arising under the Lease. Such policies shall name Landlord as additional named insured. Before taking possession of the Leased Premises, the Tenant shall furnish the Landlord with a certificate evidencing the aforesaid insurance policy(ies) and coverage.

14.3 The aforementioned minimum limits of policies shall in no event limit the liability of Tenant hereunder. No policy of Tenant's insurance shall be cancelable or subject to reduction of coverage or other modification except after forty-five (45) days prior written notice to Landlord by the insurer. Tenant shall, at least forty-five (45) days prior to the expiration of the policies, furnish Landlord with renewals, certificates or binders.

14.4 The insurance shall be issued by carriers acceptable to the Landlord, and Landlord's approval shall not be unreasonably withheld.

15. MUTUAL RELEASE.

15.1 In addition to, and not by way of limitation of, the Tenant's obligation to indemnify Landlord, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, and other property insurance policies existing for the benefit of the respective Parties. Each Party shall obtain any special endorsements, if required, by their insurer to evidence compliance with the waiver.

15.2 Each insurance policy obtained by the Landlord and Tenant shall provide that the insurance company waives all rights of recovery by way of subrogation against either Party in connection with any damage covered by the policy. Neither Party shall be liable to the other for any damage caused by fire or any other risk insured against under any property insurance policy carried under the terms of this Lease to the extent of such insurance.

15.3 If an additional premium is required to be paid to obtain a waiver of subrogation, the applicant shall, within ten (10) days after notice to it of the required premium, give written notice of the additional premium to the one to whom the waiver would apply, and the one to whom the waiver would apply shall either pay the additional premium or this mutual release shall not be applicable to damages covered by that insurance policy. (e.g. If Landlord's insurance carrier requires an additional premium, Tenant would be required to pay the additional premium or this paragraph would not release Tenant. Tenant would then be subject to suit and liable for damages caused by Tenant, whether or not Landlord's loss was covered by insurance.)

16. ASSIGNMENT AND SUBLETTING. The Tenant may not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein. Tenant may sublet the Leased Premises or any part thereof, with prior written consent from Landlord. Any attempt to assign or sublet without the Landlord's consent shall be null

and void and shall constitute a breach of this Lease. If the Landlord does give written consent to an assignment or sublet, Tenant shall still be liable for full performance of all the Tenant's obligations in this Lease.

17. QUIET ENJOYMENT. Landlord covenants that Tenant, upon performance of all Tenant's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease without disturbance by the Landlord or from any person claiming through the Landlord.

18. SIGNS.

18.1 All signs located on the Leased Premises must comply with sign ordinances.

18.2 At the termination of this Lease, Tenant shall remove all signs placed by it upon the Leased Premises, and shall repair any damage caused by such removal.

19. VACATING UPON TERMINATION. Tenant covenants and agrees that upon the expiration of the Lease or renewal term, or upon the termination of the Lease for any cause, Tenant shall at once peacefully surrender and deliver the whole of the above-described Leased Premises together with all improvements, except trade fixtures, thereon to the Landlord or Landlord's agents or assigns, unless Tenant shall have expressly acquired from Landlord the right to remain through another written extension of this Lease. Tenant shall leave the property as clean or cleaner than at the time they took possession.

20. PRESENCE AND USE OF HAZARDOUS SUBSTANCES. Tenant shall not, without Landlord's prior written consent, except in the ordinary course of its business, keep on or around the Leased Premises, for use, disposal, treatment, generation, storage or sale, any substances designated as, or containing designated as hazardous, dangerous, toxic or harmful (collectively referred to as "Hazardous Substances"), and/or which are subject to regulation by any federal, state or local law, regulation, statute or ordinance.

20.1 With respect to any Hazardous Substance, Tenant shall:

20.1.1 Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

20.1.2 Within ten (10) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence reasonably satisfactory to Landlord of Tenant's compliance with the applicable governmental regulation;

20.1.3 Allow Landlord or Landlord's agents or representatives to come on the Leased Premises at all reasonable times, after reasonable notice, to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances;

20.1.4 Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Leased Premises, these levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease);

20.1.5 Comply in all material respects with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances; and

20.1.6 Landlord shall have the right, at reasonable times and upon reasonable notice to Tenant, to inspect the Leased Premises to monitor Tenant's compliance with this section. Landlord shall pay and be responsible for the costs of its own inspection. Notwithstanding the foregoing, if an inspection reveals the use or presence of Hazardous Substances requiring clean-up or other action that Tenant has not previously notified Landlord of, then Tenant shall pay, as part of the cleanup cost incorporated in Paragraph 22.2 below, Landlord's actual costs, including reasonable attorney's fees and costs, incurred in making or providing for such inspection and any follow-up inspections.

20.2 Landlord's Rights and Remedies.

20.2.1 Tenant shall be fully and completely liable to Landlord for any and all clean-up costs and any and all charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Leased Premises.

20.2.2 Tenant shall indemnify, defend and hold Landlord harmless from any and all costs, fees, penalties and charges assessed against or imposed upon Landlord including reasonable Landlord's attorneys' fees and costs as a result of Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances.

20.2.3 Upon Tenant's material default under this article, in addition to the rights and remedies set forth elsewhere in this Lease, Landlord shall be entitled to the following rights and remedies:

20.2.3.1 At Landlord's option, to terminate this Lease immediately if the default is not cured within thirty (30) days after Landlord provides Tenant with notice of the default; and

20.2.3.2 To recover any and all damage associated with the default, including, but not limited to clean-up costs and charges, civil and criminal penalties and fees, and any and all damages and claims asserted by third parties together with reasonable attorneys' fees and costs.

21. LICENSES AND PERMITS. Tenant, at its sole expense, shall obtain all licenses or permits which may be required for conducting its business within the terms of this Lease, or for the making of repairs, alterations, improvements or additions to the Leased Premises, and the Landlord, when necessary, will join with the Tenant in applying for all such permits and licenses.

22. DEFAULT AND RE-ENTRY.

22.1 If Tenant defaults in any Rent payment due under the terms of this Lease, and such default is not cured within ten (10) calendar days after written notice from Landlord, or within thirty (30) calendar days after written notice from Landlord if the default is other than the payment of Rent, Landlord may terminate this Lease and re-enter the Leased Premises; or Landlord may, without terminating this Lease, re-enter said Leased Premises, and relet the whole or any part of the Leased Premises upon as favorable terms and conditions as the market will allow for the balance of the Lease term.

22.2 Notwithstanding any re-entry, the liability of the Tenant for the full amounts payable by the Tenant under this Lease shall not be extinguished for the balance of the Lease or renewal term. Tenant shall make good to Landlord any deficiency arising from a reletting of the Leased Premises at a lesser rental or on different economic terms plus the reasonable costs and expenses of re-letting the Leased Premises including, but not limited, to commissions, advertising, attorney's fees, and the costs of renovating or altering the Leased Premises.

22.3 At Landlord's sole option, the deficiency between the amounts to be received by the relet and the amount to be received if Tenant had fulfilled the Lease may be reduced to present cash value based on a six percent (6%) yield, and be declared due and owing, at any time after is the Leased Premises are relet. Tenant shall pay such amount upon demand. If Landlord elects this remedy, Landlord shall have no other remedy against Tenant for Rent. Alternatively Tenant shall pay any deficiency caused by Tenant's default each

month. The ability of Landlord to re-enter and relet shall not impose upon Landlord the obligation to do so.

22.4 Each of the following events is a default by Tenant and a breach of this Lease:

22.4.1 Any failure by Tenant to make any payment required to be made by Tenant on or before the time the payment is due beyond any applicable cure period.

22.4.2 The abandonment or vacation of the Leased Premises by the Tenant.

22.4.3 A failure by Tenant to observe and perform any provision of this Lease or any other lease or agreement between Tenant or any subsidiaries of Tenant and Landlord which is to be observed or performed by the Tenant or any subsidiary of Tenant beyond any applicable cure period.

22.4.4 The appointment of a receiver to take possession of all or substantially all the assets of the Tenant.

22.4.5 A general assignment by Tenant for the benefit of creditors.

22.4.6 Any action taken or suffered by Tenant under any insolvency or bankruptcy act. If Tenant becomes insolvent, bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the Tenant's business, Landlord may cancel this Lease, subject to Section 365 of Bankruptcy Code, 11 U.S.C. 365.

22.4.7 A default under this Lease that is not cured in a timely manner may, at Landlord's discretion, be declared to be a default under any other lease or agreement between Tenant and Landlord, or between any subsidiary of Tenant and Landlord.

23. EXPENSES ON DEFAULT. Except as otherwise provided, if either Party to this Lease fails (the "Defaulting Party") to make any payment or perform any obligations under this Lease, the non-defaulting Party, with reasonable notice to or demand upon the Defaulting Party and without waiving or releasing the Defaulting Party from any obligations under this Lease, may make any payment or perform any other obligation of the Defaulting Party, in such manner and to such extent as the non-defaulting Party deems desirable. All costs and expenses paid by the nondefaulting party in connection with the performance of any such obligations, together with interest at the rate of twelve percent (12%) per annum, compounded annually, from the date of making such expenditure by the non-defaulting Party, shall be payable to the non-defaulting Party upon demand.

24. REMOVAL OF PROPERTY.

24.1 If the Landlord, after Tenant's default, beyond any applicable cure period, lawfully re-enters the Leased Premises, Landlord shall have the right, but not the obligation, to remove all property located therein and to place such property in storage at the Tenant's expense and risk. If the Tenant does not pay the storage cost, after it has been stored for a period of thirty (30) calendar days or more, and after giving Tenant ten (10) days written notice of sale, Landlord may, at its sole discretion, sell, or permit to be sold, any or all of the property at public or private sale. The sale proceeds shall be credited against any amount that Tenant owes Landlord under this Lease.

24.2 Landlord, at its sole discretion, may retain any trade fixtures and other items of Tenant's property, which are not removed by the Tenant at the expiration of the lease term, including any renewal period, or at such earlier time as Tenant's rights under this Lease may be terminated for default. At Landlord's option, title to the fixtures and other property shall be vested in the Landlord without any duty to account or pay to Tenant for the value of the property or for any other matter in connection for the Landlord's acquisition of the fixtures and attached property.

25. HOLDOVER. If Tenant should holdover beyond the expiration of this Lease term, or the renewal thereof, without consent of the Landlord, Tenant shall pay as liquidated damages a sum equal to double the Rent amount due the last month of the immediately preceding term. This paragraph shall not affect any of the Landlord's rights to terminate this Lease and declare a forfeiture or to otherwise take possession of the Leased Premises.

26. NON-WAIVER OF COVENANTS. The Landlord's failure to insist upon the strict performance of any provision of this Lease shall not be construed as depriving the Landlord of the right to insist on strict performance of such provision in the future. The subsequent acceptance of any Rent, whether full or partial payment, by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant, or condition of this Lease, other than the failure of the Tenant to pay the particular part of the Rent accepted, regardless of the Landlord's knowledge of the preceding breach at the time of the acceptance of that part of the Rent.

27. ARBITRATION.

27.1 In the event that the Parties cannot agree on any matter of this Lease, they shall consult together with a view of resolving the dispute. In the event they cannot agree upon a resolution to the dispute, the same shall be settled pursuant to RCW Chapter 7.04A et. seq. except as herein modified.

27.2 Such arbitration shall be before one disinterested arbitrator, if one can be agreed upon, otherwise before three (3) disinterested arbitrators, one named by the Landlord, one by the Tenant, and one by the two thus chosen. If all arbitrators have not been appointed within fifteen (15) days after demand for arbitration, then either side may apply to the Chelan County Superior Court, upon ten (10) days notice to the other, for appointment of the necessary arbitrators remaining to be appointed, and the judicial appointment shall be binding and final. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Washington as applied to the facts found by the arbitrator(s). The arbitrator or arbitrators may grant injunctions or other relief in such controversy or claims.

27.3 The decision of the arbitrator or arbitrators shall be final, conclusive and binding on the Parties and a judgment may be obtained thereon in any Court having jurisdiction. Landlord and Tenant shall each pay one-half of the cost and expenses of such arbitration, and each party shall separately pay for its own attorneys' fees and expenses.

28. COST AND ATTORNEY'S FEES. In the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Lease, such enforcing Party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Lease, the substantially prevailing Party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the court.

29. CONDEMNATION.

29.1 If all the Leased Premises are taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date of possession by said public authority.

29.2 A condemnation or taking by public authority shall not be grounds for terminating this Lease unless twenty-five percent (25%) or more of the Leased Premises are taken. No award for any partial or entire taking shall be apportioned. However, the Tenant will not be required to give or assign the Landlord any interest in any award made to the Tenant for the taking of personal property and fixtures belonging to the Tenant or for the interruption or damage to Tenant's business or for Tenant's unamortized cost of any leasehold improvements.

29.3 In the event of a partial taking which does not result in the termination of this Lease, the Base Rent shall be proportionately abated based on the amount of Leased Premises made unusable.

30. FORCE MAJEURE. Landlord's or Tenant's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond the control of

Landlord or Tenant, including but not restricted to, acts of God, acts of the public enemy, acts of any government, fires, floods, earthquakes, epidemics and strikes.

31. LIGHT, AIR AND VIEW. Landlord does not guarantee the continued present status of light, air or view over any premises adjoining or in the vicinity of the Leased Premises.

32. CAPTIONS AND CONSTRUCTION. The titles to sections of the Lease are not a part of this Lease and shall have no effect upon the construction and interpretation of any part of the Lease.

33. TIME. TIME IS OF THE ESSENCE IN THIS LEASE.

34. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS. All the covenants, agreement terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, except as may be provided to the contrary in other sections of this Lease.

35. SAVINGS CLAUSE. Nothing in this Lease shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Lease and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Lease affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

36. INCORPORATION. This Lease represents the entire agreement of the Parties. Unless set forth herein in writing, neither Party shall be bound by any statements or representations made, and each agrees that there are no such statements or representations being relied upon in making this Lease. No alterations, changes, or amendments to this Lease will be binding upon either Party unless such Party has executed a written statement acknowledging such alteration, change or amendment.

37. GOVERNING LAW. This Lease shall be governed by the law of the State of Washington and venue for any action arising from this Lease shall be in Chelan County, Washington.

38. REMEDIES CUMULATIVE.

38.1 The specified remedies to which the Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. In addition to the other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

38.2 The Landlord's selection of one or more remedies shall not constitute an election of remedies to the exclusion of any other remedies.

39. CONFLICT OF PROVISIONS. In case of conflict, the more specific provisions of this Lease shall control.

40. NOTICES.

40.1 Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the following addresses:

Landlord:
Chelan Douglas Regional Port Authority
One Campbell Parkway, Ste. A
East Wenatchee, WA 98802

Attn: Jim Kuntz

Tenant:
Chelan Douglas Community Action Council
620 Lewis Street
Wenatchee, WA 98801

Attn: Alan Walker

40.2 Notices mailed shall be deemed given on the date of mailing. Landlord and Tenant shall notify each other of any change of address.

41. INTERPRETATION.

41.1 This Lease has been submitted to the scrutiny of all Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by any Party or its counsel.

41.2 All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders.

IN WITNESS WHEREOF, the Parties have set their hands effective the _____ day of _____, 2021, and state that they are authorized to execute this agreement.

LANDLORD:

Chelan Douglas Regional Port Authority

By: _____
Jim Kuntz, CEO

TENANT:

Chelan Douglas Community Action Council

By: _____
Alan Walker, Executive Director

Exhibit A
Description of Lease Area

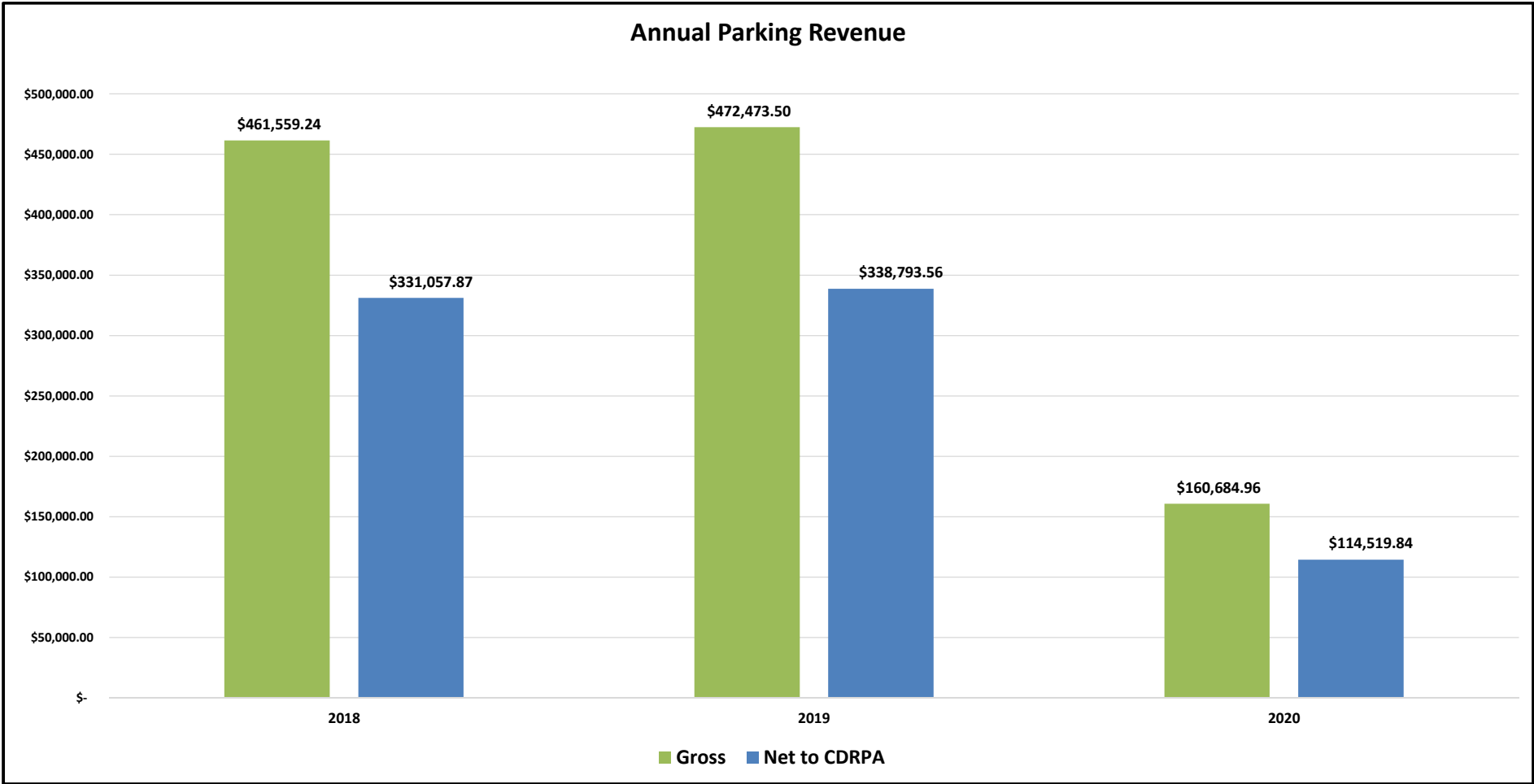
The lease area is all of Buildings G and I located on "Parcel D", generally described as follows:

That portion of Parcel D of boundary line adjustment recorded under auditor's file number 2088061, Chelan County, Washington, lying southeasterly of the extension of the center line of Yakima Avenue described as follows: Commencing at a brass cap monument at the intersection of Yakima Avenue and Columbia Street from which a brass cap monument at Kittitas Street bears south 28° 8' 49" east 519.33 feet; thence north 61°42'42" east 79.19 to the point of beginning of this described line; thence continuing north 51°42'4" east 125.00 feet to a point being 25.00 feet southwesterly, as measured at right angles to the mainline of Burlington Northern Santa Fe railway track and the end of this described line, together with and subject to a 30.00 feet access easement, being 15.00 feet each side of the above described line.

Pangborn Memorial Airport Terminal Building Parking Management Plan



Pangborn Memorial Airport



Chelan Douglas Regional Port Authority
Parking Revenue Historical Data

	2019/2020			2018/2019			2017/2018			2016/2017		2015/2016	
	Gross	Credit Card Fees	Net to CDRPA	Gross	Credit Card Fees	Net to CDRPA	Gross	Credit Card Fees	Net to CDRPA	Gross	Net to CDRPA	Gross	Net to CDRPA
May	40,292.05	1,010.96	26,611.83	39,916.82	1,095.11	26,393.24	41,435.31	1,411.47	27,234.88				
June	37,591.50	1,088.48	24,664.86	34,758.78	1,087.52	22,808.57	34,043.44	1,051.60	22,388.07				
July	36,938.08	1,016.83	24,386.20	34,821.94	1,093.80	22,887.38	31,497.37	1,240.64	20,511.13				
August	33,294.64	988.63	21,956.70	37,072.09	1,041.48	24,484.45	31,547.68	1,850.94	20,114.45				
September	36,857.08	919.57	24,349.08	39,698.71	1,137.98	26,184.68	36,251.29	961.55	23,928.56				
October	44,336.91	1,091.00	31,037.51	42,902.96	984.37	30,089.91	40,528.34	1,053.92	26,793.07				
November	44,111.57	1,451.86	33,541.18	42,066.54	1,171.87	32,132.09	39,675.84	1,132.65	30,288.97				
December	41,556.29	1,500.63	31,655.94	35,229.21	1,255.81	26,732.21	32,527.78	1,077.64	24,732.07				
January	34,184.84	1,290.41	25,967.41	35,603.51	1,090.48	27,151.52	35,849.35	895.94	27,474.80				
February	40,893.53	1,138.28	13,475.66	38,916.82	894.46	29,910.90	36,705.18	960.44	28,150.08				
March	16,685.77	1,312.32	12,212.61	46,664.51	1,053.35	35,917.38	41,502.54	1,069.64	31,903.18				
April				36,310.54	1,209.36	27,610.46	41,035.12	1,105.62	31,817.28				
Republic Share	406,742.26	12,808.97	269,858.98	463,962.43	13,115.59	332,302.79	442,599.24	13,812.05	315,336.54	407,866.45	298,850.69	369,499.47	269,479.26
			124,074.31			118,544.05			113,450.65		109,015.76		100,020.21

Comments:

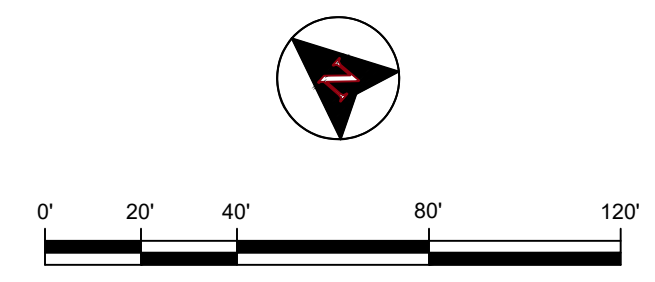
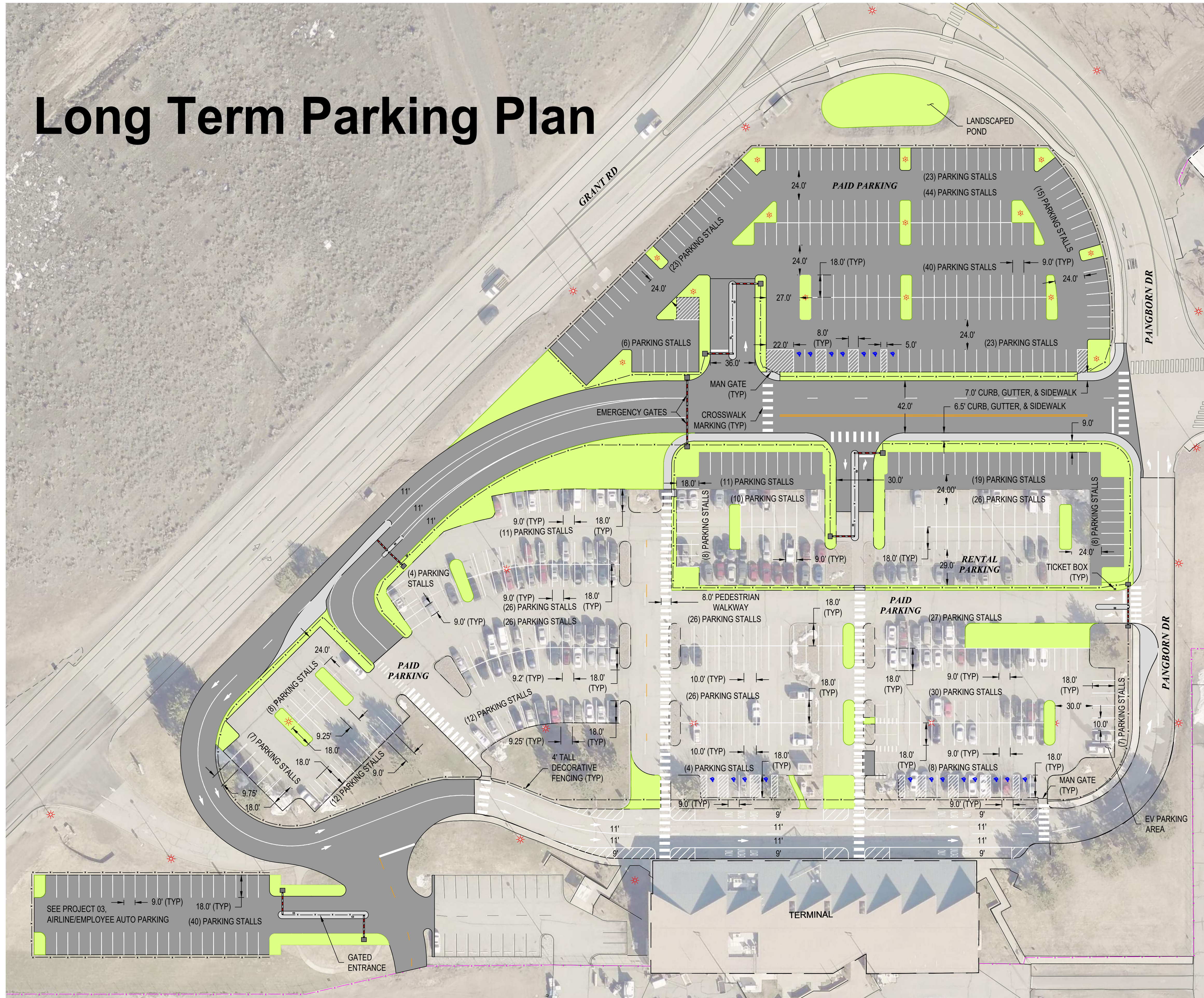
Prior to the 2017/2018 fiscal year, minimum payments of \$11,500 were received monthly, with an annual reconciliation and bulk payment.

70% of receipts up to \$225,000

80% of receipts over \$225,000

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Long Term Parking Plan



LEGEND

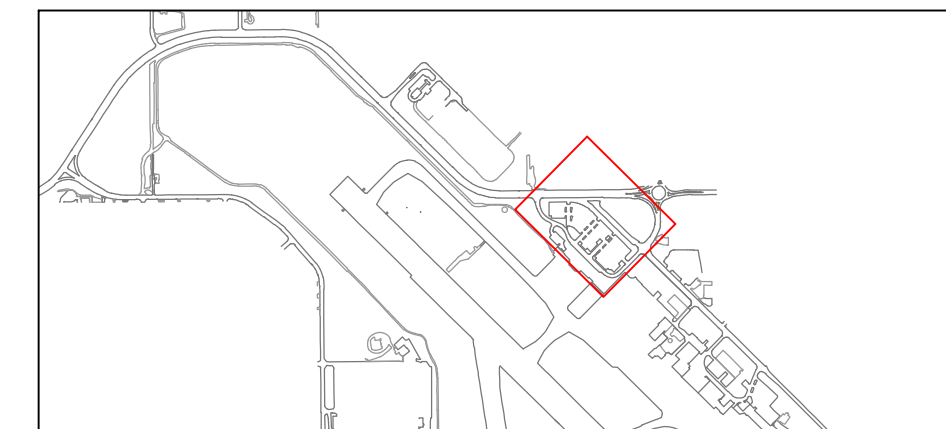
	LUMINAIRE
	SIDEWALK
	ASPHALT
	ASPHALT OVERLAY
	LANDSCAPE
	FENCE
	PAINTED EDGE LINE
	PAINTED SKIP CENTERLINE
	PAINTED WIDE LANE LINE
	PAINTED DOTTED WIDE LANE LINE
	PLASTIC CROSSWALK BAR
	PLASTIC STOP LINE
	PLASTIC TYPE 1S ARROW
	PLASTIC TYPE 2SL/2SR ARROW
	PLASTIC TYPE 3SL/3SR ARROW
	PLASTIC HANDICAP
	EXISTING FENCE

- NOTES**
- 174 PROPOSED STALLS IN THE PARKING LOT EXPANSION (SHORT TERM PARKING).
 - 82 PROPOSED STALLS IN THE RECONFIGURED RENTAL CAR AREA.
 - 128 PROPOSED STALLS IN THE SHORT TERM PARKING AREA.
 - 106 PROPOSED STALLS IN THE LONG TERM PARKING AREA.
 - 40 PROPOSED STALLS IN THE CELL PHONE PARKING AREA.
 - NTE: INCLUDE SPARE CONDUIT FOR LOW VOLTAGE CAMERAS WITHIN ILLUMINATION TRENCHES.



PRELIMINARY - 30% DESIGN

KEY MAP
N.T.S.



BORDER SIZE	DESIGNED	DRAWN	CHECKED	APPROVED
22"x34"	JKK	JKK	ERH	ERH

T-O ENGINEERS
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
121 W. PACIFIC AVENUE SUITE 200
SPOKANE, WA 99201
PHONE: (509) 318-2880 WWW.T-O-ENGINEERS.COM
BOISE • CODY • COEUR D'ALENE • HEBER CITY
MERIDIAN • NAPA • SPOKANE

PANGBORN MEMORIAL AIRPORT
TERMINAL PARKING EXPANSION & RECONFIGURATION
SITE LAYOUT

ATTENTION:	1/2"	1"
IF THIS BAR DOES NOT MEASURE 1" ON 22x34 SHEET or 1/2" ON 11x17 SHEET, THEN DRAWING IS NOT TO SCALE.		
DATE:	July 10, 2020	
PROJECT:	T-O 219-131	
SHEET:	49 OF 87	07-02

Regional Port Management System

Pay At Sign



Pay At Kiosk



Regional Port Required Investment

Hardware Costs (One Time Investment)

FlashParking Hardware	\$25,000
OmniPark Hardware	<u>\$ 7,500</u>
Total	\$32,500

Reoccurring Costs (Yearly Software Fees)

FlashParking	\$ 3,420
OmniPark	<u>\$ 4,860</u>
Total	\$ 8,280

Republic Parking 2020 Concession Fee \$46,169

Note: A host of existing signs need to be refurbished as well as new signs installed.

PARKING ENFORCEMENT VOLUME

2019

Total Passenger Enplanements:	64,698
Total Passenger Monthly Average:	5,390
**Tickets Issued Per Month:	128
**Tickets Issued Per Day:	4.2

**** Customers who do not make an attempt to pay and customers that parked for longer than the time paid for.**

2020

Total Passenger Enplanements:	27,008
Total Passenger Monthly Average:	2,250
**Tickets Issued Per Month:	70
**Tickets Issued Per Day:	2.3

Example of Parking Ticket

 REPUBLIC PARKING NORTHWEST			
PARKING NOTICE			
AMOUNT DUE:	\$10.00		
If unpaid after 15 days	\$35.00		
Vehicles with unpaid/outstanding notices can be subject to towing at vehicle owner's risk and expense. Unpaid notices can be transferred to a collection agency and additional fees applied. Notices are considered valid if not contested within 15 days of issuance.			
CONTACT US			
Pay Online	WWW.RPNW.COM		
Pay by Mail	Republic Parking System Pangborn Memorial Airport One Pangborn Drive Unit F East Wenatchee, WA 98802		
Email	cnicholson@republicparking.com 509-881-8395		
NOTICE DETAIL			
Notice #:	1000673525		
Date:	2018.03.25	Time:	1:58 PM
Location:	06-001	EMP#:	0601
Reason:	Parking Due		
Comment:			
LICENSE:	BDU6231	STATE:	WA
VIN:		STALL:	255
MAKE:	GENERAL MOTORS		

Management Plan



Chelan Douglas Regional Port Authority
Pangborn Memorial Airport
Airport Terminal Building Parking Lot

Fee Schedule and Operating Policy

Fee Schedule

Short Term Parking - \$13.00 per 24 hours (first 4 hours free)

Long Term Parking - \$10.00 per 24 hours

Long Term Parking – Economy Lot (GA) - \$7.00 per 24 hours

Extended Stay Parking (30 day) - \$150 per month

Operating Policy

- **Customers upon arrival at the Airport can use a smart phone access payment system noted on signage in the parking lot, and/or a kiosk inside the Airport Terminal Building to pay for parking.**

- **Customers prepay for parking based on estimated time they will be gone.**

- **Regional Port will accept credit card payments only. No cash.**

- **No refunds on prepaid parking, unless the amount of prepayment made but not used exceeds \$50.00, and in the case of a cancelled flight out of Pangborn Memorial Airport.**

- **Individual leases with car rental companies and other terminal tenants will remain in place, although reserved spaces are subject to relocation.**

- The placement of the prepaid parking tickets on the car dashboard is helpful but not required. Regional Port employees can monitor which cars have or have not paid based on a software tracking system.
- Regional Port Employees will monitor parking lot and place tickets on all cars not registered as paid.

Ticket Fee Schedule:

\$10 fee for nonpayment + daily fee (customers who do not make an attempt to pay and customers whose trip was longer than the time paid for).

\$25 fee for nonpayment after 15 days.

The CEO is authorized to waive fees based on individual circumstances.

- Any car in the parking lot that has not paid and remains in the parking lot for 30 days or more may be towed.
- Any car in the parking lot leaking oil/gas that is considered a hazard, or any cars considered a security risk, may be towed immediately.
- The CEO may develop a designated employee parking lot for employees of businesses that operate within the Airport Terminal Building. A car decal parking permit system will be deployed to prevent any unauthorized use.
- The CEO is authorized to allow Regional Port Authority personnel to park at the Airport Terminal Building without charge. A car decal parking permit system will be developed to prevent any unauthorized use.
- In consideration airport parking fees help offset operating expenses of the airport, the Regional Port does not offer frequent user discounts and/or discounts for extended stay parking requests.

Chelan Douglas Regional Port Authority - Lease Report

Leases & Renewals - General

Reporting Period: January - February 2021

3/9/2021

New Leases					
Lease Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month
Addendum to Lease 11/19/2020	Michael & Sherri Nevers	PMA Orchard	3 Acres	Jan 1 - Dec 31, 2021	\$3,582.16
1/19/2021	Badger Mountain Brewing	1 West Orondo Ave	Bldg & Parking Lot	Jan 1, 2021- June 30, 2021 Option to Renew 3/6 mos-period	\$3,600.00
2/5/2021	Another LLC (Andy Feil)	Lojo Orchard	21.34 Acres + shed	Feb 15, 2021 - Oct 31, 2025 Rent Commence Crop Year 5/1/2021	\$18,139.00
2/8/2021	YWCA North Central WA	Lineage - 4 E. Yakima St (North Bay #1)	2,400 SQFT	Feb 8, 2021 - Feb 28, 2021	N/C
2/26/2021	Curb Appeal Landscape Supply	Cashmere Mill District	3 Acres	1 Year, Effective 3/1/2021	\$1,089.00

Lease Renewals					
Renewal Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month
None to Report this Period					

Tenants Moving Out					
Tenant	Building or Land	SQFT or Acres	Ending	Base Rent/Month	
AgriMacs	Pangborn Airport - 3355 SE 2nd St	.62 Acres + Bldg	2/28/2021	\$2,015.70	
YWCA North Central WA	Lineage - 4 E. Yakima St (North Bay #1)	2,400 SQFT	2/28/2021	N/C	

Executive Director's Authority to Sign Leases

Lease terms of five years duration or less.

Lease payments of \$5,000 per month or less.

Chelan Douglas Regional Port Authority - Lease Report

Leases & Renewals - Aviation Related

Reporting Period: January - February 2021

3/9/2021

New Leases					
Lease Signed	Tenant	Building or Land	Type of Lease	Term	Base Rent/Month
1/1/2021	ASR21 Inc.	EF Hangar	Hangar + Service Agreement	Month to Month	\$600
1/4/2021	Geoff Dagg & Steve Stanislaw	PMA Hangar	H-6	Month to Month	\$175
1/6/2021	Devotion Movie LLC	EF Hangar	Hangar & Office Spaces	Month to Month	\$2,775
1/6/2021	Thomas Snider	EF Hangar	Hangar Facility-Parking License	Month to Month	\$2,500
1/20/2021	Dave Barnes	Waterville Airport	Hangar Ground Lease	5 Yrs + Option 5/5-Yrs	\$900
1/29/2021	Kevin LaRosa	EF Hangar	Hangar + Service Agreement	Month to Month	\$350

Lease Renewals					
Renewal Signed	Tenant	Building or Land	Type of Lease	Term	Base Rent/Month
None to Report this Period					

Tenants Moving Out					
Tenant	Building or Land	Type of Lease	Ending	Base Rent/Month	
Devotion Movie LLC	EF Hangar	Hangar Facility	2/25/2021	\$2,775	
Thomas Snider	EF Hangar	Hangar Facility - Parking License	2/10/2021	\$2,500	
Kevin LaRosa	EF Hangar	Hangar + Service Agreement	2/21/2021	\$350	

Note: As of 3/1/21, there is a T-Hangar Waiting List of 9 individuals

Executive Director's Authority to Sign Leases

Lease terms of five years duration or less.

Lease payments of \$5,000 per month or less.

Chelan Douglas Regional Port Authority - Lease Report

Leases & Renewals - CTC

Reporting Period: January - February 2021

3/9/2021

New Leases					
Lease Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month
1/4/2021	On the Beach Tax & Accounting	Suite 139	137 SQFT	Month to Month	\$265.83

Lease Renewals					
Renewal Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month
None to Report this Period					

Tenants Moving Out				
Tenant	Building or Land	SQFT or Acres	Ending	Base Rent/Month
Actapio	Suite LL2, 202, 301, & 302	38,000 SQFT	2/28/2021	\$66,407.26

Executive Director's Authority to Sign Leases

Lease terms of five years duration or less.

Lease payments of \$5,000 per month or less.

**Chelan Douglas Regional Port Authority
FAA CARES Act Grant #3-53-0084-043-2020
Allocation of Grant**

Total Grant Funding Available		\$ 18,120,860.00
RFR #1 - February 2020 Operations	182,242.32	
RFR #2 - Runway Extension Bonds		
POCC	1,728,770.24	
PODC	744,059.70	
RFR #3 - March 2020 Operations	242,778.15	
RFR #4 - CERB Infrastructure		
CERB - PABP Phase II	796,749.86	
CERB - South Billingsley - Giga Watt	270,291.41	
CERB - South Billingsley - Salcido	120,953.93	
RFR #5 - Executive Flight Bonds		
North Cascades Bank - 2020A	797,742.40	
North Cascades Bank - 2020B	2,072,911.77	
RFR #6 - April 2020 Operations	352,538.14	
RFR #7 - May 2020 Operations	239,448.52	
RFR #8 - June Operations plus debt payments	658,266.91	
RFR #9 - July 2020 Operations	218,864.36	
RFR #10 - PODC Business Park Bonds		
CWICC 2013 - callable	318,663.67	
PABP Phase II - callable after 12.01.2021	1,152,746.25	
3310 Purchase - callable after 06.01.2026	4,045,187.50	
RFR #11 - August 2020 Operations	366,624.15	
RFR #12 - September Operations + HVAC	535,824.52	
RFR #13 - October Operations	220,764.54	
RFR #14 - November Operations + HVAC	865,177.39	
RFR #15 - December 2020 Operations	242,680.87	
RFR #16 - January 2021 Operations	279,710.92	
Total Requested as of 11-24-2020	<u>16,452,997.52</u>	
 Amount still available		 <u><u>\$ 1,667,862.48</u></u>



One Campbell Parkway, Suite A, East Wenatchee, WA 98802 Phone: 509.884.4700 Fax: 509.662.5151 www.cdrpa.org

March 3, 2021

Board of Commissioners
Public Utility District No. 1 of Douglas County
1151 Valley Mall Parkway
East Wenatchee, WA 98802

RE: Proposed Power Delivery Rate

Dear Commissioners:

The Chelan Douglas Regional Port Authority (the Port) is pleased that the PUD is presently developing a “Power Delivery Rate” which will allow certain customers of the PUD to acquire electric power from suppliers other than the PUD, and to transmit that power to their facilities utilizing the PUD’s transmission and distribution lines. The Port encourages the PUD to consider and adopt the following rate design comments and suggestions, which reflect the advice of the Port’s expert energy consultant and have been preliminarily discussed with PUD management and staff. Our comments are intended to maximize the usefulness of the rate to current and future customers, while respecting the PUD’s need to recover its costs of providing the Power Delivery service.

As the primary economic development entity for the Douglas – Chelan County area, an important aspect of the Port’s mission is the creation of employment opportunities and economic prosperity for our communities. Our economic development efforts help broaden the area’s tax base, and provide economic, civic and other amenities that are valued by all citizens. The Port has historically relied upon the advantage of low cost power provided by our local publically owned hydroelectric utilities as a major tool in its business recruitment and development efforts. This advantage has helped to offset certain impediments to local business development such as location related transportation costs, workforce issues, etc.

Early in 2020, Douglas PUD adopted a schedule of significantly higher, non-cost based power rates for its data center and crypto-currency customers which have had the effect of upsetting existing customers and stifling new development in that previously growing sector. There is also concern that the PUD’s approach to setting those rates may spread to other sectors of our economy. Because those new rates effectively remove the historical low-cost power advantage from our economic development toolkit, it is important that the PUD’s new Power Delivery Rate be structured in a way maximizes its usefulness and attractiveness to customers.

At a high level the Port is pleased that the PUD has taken a more traditional and appropriate cost-based approach to setting its Power Delivery Rate. However within that cost-based framework are the following issues relating to rate structure and to certain cost

numbers and assumptions being used by the PUD which if corrected would produce a more appropriate rate while ensuring the PUD's ability to recover (but not over-recover) its cost of providing service:

Issues Relating to Rate Structure

1. Power Delivery vs. Power Supply Aggregation – The PUD's initial rate proposal appears to contemplate that in addition to providing power delivery service, the PUD would aggregate purchases of wholesale market power on behalf of the customer. Because many large sophisticated customers have their own internal power management capabilities and criteria, they will likely prefer to do their own power aggregation and purchasing. The PUD should be indifferent as to whether it or the customer fulfills the aggregation function, and like other regional utilities should offer two versions of its retail wheeling rate: with -or- without power aggregation service. Of course in either case there will need to be close coordination and cooperation between the PUD and the customer, and any power integration costs that the customer causes the PUD to incur should be paid by the customer. Only those customers utilizing the PUD's power aggregation service should pay the administrative costs associated with that service.
2. Transmission vs. Distribution Rate Components – The PUD's initial proposal has bundled its Transmission and Distribution costs together in development of the rate. Because some large customers take delivery at very high transmission voltage (and own and pay for their own delivery substations) they will only utilize the transmission portion of the PUD's system. It is fundamental to utility ratemaking that customers should only pay for that portion of the utility's facilities that are being used to provide service. Douglas PUD should offer a two-part Power Delivery Rate: one component reflecting transmission costs only, and one reflecting both Transmission and Distribution costs. This approach is consistent with the way that other regional utilities, including neighboring Grant PUD, have structured their Power Delivery rates. (As an example Grant PUD's Delivery rate Schedule 30 is \$1.90 per KW-month for the transmission component and \$3.12 per KW-month for the distribution component, for a combined rate of \$5.02/KW-month. In addition to being appropriately divided in to two components, this is approximately 47% lower than Douglas PUD's equivalent proposed combined rate of \$9.47 per KW-month.)
3. Fixed / Variable Rate Structure – The PUD is proposing a rate containing both a fixed (\$/KW-month) and a variable (\$/KWH) component. About 75% of the rate is fixed and 25% is variable. This is unusual for retail Power Delivery rates, which are typically almost all fixed price rates since the underlying costs (investment in transmission and distribution lines) are almost all fixed. It is unclear why the PUD is proposing the rate structure this way.

Issues Relating to Costs and Assumptions

1. Financing Costs – The PUD appropriately proposes to utilize its “weighted cost of capital” to compute the annual cost of its investment in Transmission and Distribution facilities for ratemaking purposes. However the PUD inappropriately states that its weighted cost of capital is 10.06%. The PUD also references a range FERC authorized “range of returns” between 7.42% - 10.02%. In the first place, Douglas PUD’s cost of capital cannot be 10.06%, as it has no outstanding debt at interest rates that high, and has no “equity” component in its capital structure. A more appropriate (and cost-based) cost of capital would be based on the interest rates available to the PUD’s on its long-term tax-exempt bonds – probably around 3.5%. Second, the FERC authorized rates of return have no relevance for Douglas PUD, since those rates are intended for private sector utilities and transmission developers that must raise equity capital willing to assume the risks of transmission line development and financial under-performance. Unless and until the PUD invests in another major transmission or distribution facility (at which time the PUD would adjust the Power Delivery Rate accordingly), essentially all of the revenue from new customers under the Power Delivery rate will be pure “profit” to the PUD. Hence the proposed rate presents no ‘risk’ to the PUD’s net income or balance sheet, and there is no basis for assuming an artificially high cost of capital.
2. Inflation Factor – The PUD proposes to base its rates for 2021 on its actual costs from 2020, and then apply a 5.73% “inflation factor” to the rate for each future year. First, while there has been a recent run-up in commodity costs affecting materials purchased by the PUD, it is unlikely that will continue and highly unlikely that the PUD will actually experience an inflation cost as high as 5.73% over the next few years. Over a ten year period the effect of such an inflation factor would be to inappropriately increase the rate by approximately 75%. Second, as opposed to utilizing an inflation factor, it is more typical and appropriate for utilities to set a rate based on known underlying costs, and then adjust the rate periodically when those known underlying costs experience a material change.
3. Administrative Charge – The PUD is proposing a fixed monthly administrative charge of \$3,215 per month. While it is fairly typical for there to be an “administrative” or “customer” charge in a power delivery rate, the PUD provides no basis or cost support for this number. (As an example, Grant PUD’s Delivery rate Schedule 30 “Basic Charge” is \$32 per month.)
4. Integration Charge – The PUD proposes a two-component integration charge. Customers should of course pay any integration costs that they cause the PUD to incur, and those costs should be fairly computed. However, no basis for the assumptions underlying these rate components or for the underlying \$8.50 per KW-month cost is provided. While there is considerable ambiguity in the proper computation of integration services charges, that ambiguity should not be exploited to the disadvantage of customers. (As an example, Douglas PUD’s proposed

integration charges are more than double what Grant PUD's Schedule 30 would charge for an equivalent customer load.)

Again, the Port is genuinely pleased that the PUD is developing a Power Delivery Rate. Our objective is to ensure that the rate is structured in a way that (i) is useful and attractive to existing and potential new customers, (ii) is based on a fair representation of the PUD's cost of providing service, and (iii) can help to at least partially offset the low cost power advantage that was lost through the 2020 rate setting process. The Port stands ready to work with PUD management and staff to appropriately implement the foregoing recommendations.

Sincerely,

James Kuntz, Chief Executive Officer
Chelan Douglas Regional Port Authority

cc: Mr. Gary Ivory, General Manager, PUD No. 1 of Douglas County

BOARD OF DIRECTORS

Donn Etherington, Chelan County Dist. 1 **Jim Huffman**, Douglas County Dist. 1 **JC Baldwin**, Chelan County Dist. 2
W. Alan Loeb sack, Douglas County Dist. 2 **Mark Spurgeon**, Douglas County Dist. 3 **Rory Turner**, Chelan County Dist. 3

**Chelan Douglas Regional Port Authority
Calendar of Events**

3/5/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Cami RSVP arrangements if applicable</i>
March 9	Tuesday	CDRPA Board Meeting; 9:00 AM		
March 10	Wednesday	NCWEDD Meeting		
March 11	Thursday	CDTC Board Meeting 9:00 AM		
March 16	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
March 17	Wednesday	GWATA Board Meeting; 3:00 PM		
March 23	Tuesday	CDRPA Board Meeting; 9:00 AM		
March 24	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
March 30	Tuesday	Tri Commission Meeting; Zoom		
April 13	Tuesday	CDRPA Board Meeting; 9:00 AM		
April 14	Wednesday	NCWEDD Meeting		
April 22	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
April 22	Tuesday	Wenatchee Downtown Assoc. Annual Dinner; details tbd		
April 21	Wednesday	GWATA Board Meeting; 3:00 PM		
April 27	Tuesday	CDRPA Board Meeting; 9:00 AM		
April 28	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
May 11	Tuesday	CDRPA Board Meeting; 9:00 AM		
May 12	Wednesday	NCWEDD Meeting		
May 13	Thursday	CDTC Board Meeting 9:00 AM		
May 18	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
May 19	Wednesday	GWATA Board Meeting; 3:00 PM		
May 19-21	Wed-Friday	WPPA Spring Meeting; Davenport Hotel (tentative)		
May 25	Tuesday	CDRPA Board Meeting; 9:00 AM		
May 26	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
May 31	Monday	Memorial Day/Office Closed		
June 8	Tuesday	CDRPA Board Meeting; 9:00 AM		
June 9	Wednesday	NCWEDD Meeting		
June 10	Thursday	CDTC Board Meeting 9:00 AM		
June 15	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
June 16	Wednesday	GWATA Board Meeting; 3:00 PM		
June 16-18	Wed-Friday	WPPA Finance Seminar; Alderbrook (tentative)		

**Chelan Douglas Regional Port Authority
Calendar of Events**

3/5/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Cami RSVP arrangements if applicable</i>
June 22	Tuesday	CDRPA Board Meeting; 9:00 AM		
June 23	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
July 5	Monday	4th of July Holiday Observed/Office Closed		
July 7-9	Wed-Friday	WPPA Director's Seminar; dates and location not firm.		
July 8	Thursday	CDTC Board Meeting 9:00 AM		
July 13	Tuesday	CDRPA Board Meeting; 9:00 AM		
July 14	Wednesday	NCWEDD Meeting		
July 19-21	Mon-Wednesday	WPPA Commissioner's Seminar; Marcus Whitman Walla Walla; tentative		
July 20	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
July 21	Wednesday	GWATA Board Meeting; 3:00 PM		
July 27	Tuesday	CDRPA Board Meeting; 9:00 AM		
July 28	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
August 10	Tuesday	CDRPA Board Meeting; 9:00 AM		
August 11	Wednesday	NCWEDD Meeting		
August 12	Thursday	CDTC Board Meeting 9:00 AM		
August 17	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
August 18	Wednesday	GWATA Board Meeting; 3:00 PM		
August 24	Tuesday	CDRPA Board Meeting; 9:00 AM		
August 25	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
September 6	Monday	Labor Day/Office Closed		
September 8	Wednesday	NCWEDD Meeting		
September 9	Thursday	CDTC Board Meeting 9:00 AM		
September 14	Tuesday	CDRPA Board Meeting; 9:00 AM		
September 15	Wednesday	GWATA Board Meeting; 3:00 PM		
September 21	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
September 22-24	Wed-Friday	WPPA Environmental Seminar; Alderbrook;not yet booked		
September 28	Tuesday	CDRPA Board Meeting; 9:00 AM		
September 29	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		

**Chelan Douglas Regional Port Authority
Calendar of Events**

3/5/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Cami RSVP arrangements if applicable</i>
October 12	Tuesday	CDRPA Board Meeting; 9:00 AM		
October 13	Wednesday	NCWEDD Meeting		
October 14	Thursday	CDTC Board Meeting 9:00 AM		
October 19	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
October 20	Wednesday	GWATA Board Meeting; 3:00 PM		
October 20-22	Wed-Friday	WPPA Small Ports;Enzian; not yet booked and dates not firm		
October 26	Tuesday	CDRPA Board Meeting; 9:00 AM		
October 27	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
November 9	Tuesday	CDRPA Board Meeting; 9:00 AM		
November 10	Wednesday	NCWEDD Meeting		
November 16	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
November 17	Wednesday	GWATA Board Meeting; 3:00 PM		
November 18	Thursday	CDTC Board Meeting 9:00 AM		
November 23	Tuesday	CDRPA Board Meeting; 9:00 AM		
November 24	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
November 25	Thursday	Thanksgiving/Office Closed		
November 26	Friday	Day After Thanksgiving/Office Closed		
December 1-3	Wed-Friday	WPPA Annual Meeting; Hyatt Regency Hotel Bellevue;tentative		
December 8	Wednesday	NCWEDD Meeting		
December 9	Thursday	CDTC Board Meeting 9:00 AM		
December 14	Tuesday	CDRPA Board Meeting; 9:00 AM		
December 15	Wednesday	GWATA Board Meeting; 3:00 PM		
December 21	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
December 23	Thursday	Christmas Holiday Observed Office Closed		
December 24	Friday	Christmas Holiday Observed Office Closed		
December 28	Tuesday	CDRPA Board Meeting; 9:00 AM		
December 29	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
December 31	Friday	New Years Day Observed/Office Closed		