



Working Together to Enhance the Economic Vitality of North Central Washington

Chelan Douglas Regional Port Authority

**Confluence Technology Center
285 Technology Center Way, Wenatchee WA
Methow & Teanaway River Rooms
or
Zoom Virtual Conference Room Option**

**Meeting Agenda
October 10th, 2023
9:00 am**

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 AGENDA

- **CDRPA:** Approval of the September 26th, 2023 Meeting Minutes, Calendar of Events, and Check Register Pages #2023-38 through #2023-41, including Electronic Transfers.

V. PUBLIC COMMENT

VI. PRESENTATIONS

- **YMCA – Dorry Foster and Steve Robinson**
- **Chelan County PUD – Dan Frazier**

VII. CDRPA ACTION ITEMS (Public Comment Opportunity)

- (1) Chelan County PUD 5th Street Development
 - Potential Action on Releasing Lot 8
 - Reaffirming Future Process on Surplus Property
- (2) Volaire Aviation Consulting Agreement
- (3) Agreement for Executive Director Services – North Central Washington Economic Development District
- (4) Purchase and Sale Agreement – Addendum No. I John Ford III and Patsy Ford Property
- (5) NCESD Lease Renewal

VIII. SUGGESTED BREAK: 10 MINUTES

IX. INFORMATIONAL ITEMS (Board may act on any items listed)

- (6) EPA Brownfields Grant – Closeout Fact Sheet
- (7) 2024 Rates and Charges
- (8) Second Addendum – Microsoft Phase I Water Improvements

X. MISCELLANEOUS STAFF REPORTS

- CEO
- Director of Finance & Administration
- Director of Airports
- Director of Economic Development & Capital Projects
- Community Relationship Manager
- Property & Maintenance Manager
- CTC Manager

XI. PUBLIC COMMENT

XII. REVIEW CALENDAR OF EVENTS

XIII. ITEMS FROM BOARD OF DIRECTORS

XIV. 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))

XVI. 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 (This does not apply during a Special Meeting). 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
September 26th, 2023
9:00 am

Present:

Directors:

Donn Etherington, Director
Jim Huffman, Director
JC Baldwin, Director

W. Alan Loeb sack, Director
Mark Spurgeon, Director
Richard DeRock, Director

Staff:

Jim Kuntz, Chief Executive Officer
Stacie de Mestre, Dir. of Econ Dev.
Ron Russ, Maint. & Prop. Mngr. (Zoom)
Colby Goodrich, FBO Manager (Zoom)
Monica Lough, Director of Finance & Admin (Zoom)

Bobbie Chatriand, Admin. Asst.
Laura Camarillo-Reyes, Admin. Asst. (Zoom)
Juile Avis, Acct. Specialist (Zoom)
Lorena Amador, Acct. Specialist (Zoom)

Legal Counsel:

Quentin Batjer, Davis Arneil Law Firm LLP

Guests:

Mike Mackey, Community Member
Josh Fedora, Ardurra

Kasey Safford, NCW LIFE
Samantha Vedders, Wenatchee World

The Chelan Douglas Regional Port Authority Board Meeting was called to order at 9:00 a.m.

Introductions were made.

Conflicts of Interest: None

Jim Kuntz commended Director of Airports, Trent Moyers, on being presented the award for the 2023 NWAAAE Airport Executive of the Year at the recent NWAAAE Conference that was held in Kelowna, BC.

PUBLIC COMMENTS: An opportunity for public comment was provided. No public comments were received.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY CONSENT AGENDA:

The Chelan Douglas Regional Port Authority Consent Agenda consisting of the September 12th, 2023 Meeting Minutes and August 2023 Commission Calendar were presented.

Motion No.

Moved by:
Seconded by:

9-14-23 CDRPA

W. Alan Loeb sack
Jim Huffman

To approve the Chelan Douglas Regional Port Authority Consent Agenda consisting of the September 12th, 2023 Meeting Minutes and August 2023 Commission Clander.

Motion Passed 6-0

PUBLIC HEARING: The Public Hearing for the CDRPA Proposed 2023 Supplemental Budget #1 was opened at 9:06 a.m. for public comment. No public comment was received. The Public Hearing was then closed at 9:07 a.m.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY ACTION ITEMS:

City of Leavenworth – Partners in Economic Development Funding Request.

Kuntz presented clarification on the Parking Study Scope of Work for the City of Leavenworth after an additional review was requested by the Board at the September 26th Board meeting. Discussion ensued and the following motion was made:

Motion No.	9-15-23 CDRPA
Moved by:	JC Baldwin
Seconded by:	W. Alan Loepsack
	To approve the 2023 Partners in Economic Development Grant Request from the City of Leavenworth in an amount not to exceed \$10,000.

Motion Passed 6-0

Resolution 2023-08 Adoption of the Regional Port 2023 Supplemental Budget#1

Lough presented the 2023 Supplemental Budget#1 and clarified changes in budget figures since the last presentation. The following motion was made:

Motion No.	9-16-23 CDRPA
Moved by:	JC Baldwin
Seconded by:	W. Alan Loepsack
	To adopt Resolution No. 2023-08 Approving the 2023 Supplemental Budget #1.

Motion Passed 6-0

INFORMATIONAL ITEMS:

Executive Flight Building – Fire Sprinkler System - Ron Russ provided an update on the recent inspection of the Fire Sprinkler System in the Executive Flight Building that was performed by Kaufman Co. They presented a list of items that will need to be updated and repaired in the immediate future. Based on the age of the system, a new Fire Sprinkler System may be a more cost-effective option long-term.

The Trades District – Branding/Logo - Stacie de Mestre presented Board and staff the final two logo options that Claridge Media has been working on for the Port. This logo will be used on all site signage, building signage, advertising and the Trades District webpage. The Board selected the following logo:



Partners in Economic Development Breakfast and Lunch – Recap - Kuntz provided a recap of the day, attendance numbers and feedback from attendees.

Capital Project Lists – Waterville and Mansfield Airports - Moyers provided an update on the capital project lists for both airports as requested by WSDOT. These lists are required to be updated annually if requesting grant money.

Congressional Outreach – Recap of Meetings - Kuntz provided a recap of the Congressional Outreach trip that was recently made to Washington DC. The Delegation first traveled to Chicago and met with Pregis Packaging. In DC meetings were held with HITT Construction as well as the NOAA and members of our WA State Senate and Members of Congress.

At 10:21 a.m. Commissioner Spurgeon called for a 10-minute break.

MISCELLANEOUS STAFF REPORTS:

Lough provided information and updates including:

- The State Audit is completed and there are no findings.
- Lough met with a representative from Enduris. The Enduris reinsurance provider is requiring all buildings valued in excess of \$5,000,000 to receive an appraisal. More information will be provided as we learn more.

Moyers provided information and updates including:

- The 2nd Horizon Airlines Flight has returned. Reports on the flight performance are forthcoming.
- The TRI-ACE Exercise will be held Saturday, October 7th this year with around 40 volunteers and various emergency service groups.
- Moyers attended a NWAAAE Conference in Kelowna, BC and provided the Board a recap of the annual conference.

de Mestre provided information and updates including:

- de Mestre provided an update on the Child Care Partnership Grant Program. Proposals were due at the end of August and the next step is to evaluate the proposals. She will provide more updates at future meetings.
- An update was provided on the Trades District Utilities. If the business will be serving food or beverages, certain buildings will be pre-designated for such a use.

Russ provided information and updates including:

- Russ updated Staff and Board on the continuous flooding at the Cashmere Mill District, mostly because of Reed Canary Grass and Beavers.

EXECUTIVE SESSION:

Executive Session was announced at 11:05 a.m. for a period of thirty minutes with no action anticipated at the conclusion of the session. The purpose consisted of RCW 42.30.110(1)(i) to discuss with legal counsel litigation, potential litigation and/or legal risks and RCW 42.30.110(1)(b) to consider the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price. The Executive Session was extended for ten minutes at 11:35 a.m. Executive Session concluded at 11:45 a.m.

Meeting reconvened in Regular Session with no action taken.

PUBLIC COMMENTS: An opportunity for public comment was provided. No public comments were received.

Meeting adjourned at 11:46 a.m.

Signed and dated this 10th day of October 2023.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

Mark Spurgeon, Director

Richard DeRock, Director

Donn Etherington, Director

JC Baldwin, Director

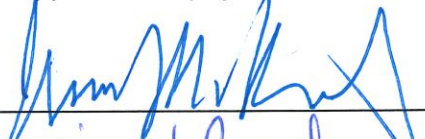
Jim Huffman, Director

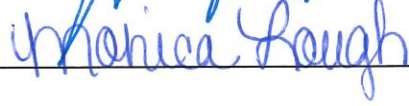
W. Alan Loeb sack, Director

**Chelan Douglas Regional Port Authority
Check Register Listing
2023-September**

Date Issued	Register #	Reason	First #	Last #	Amount
09/15/23		Mid-Month Employee Advances		ACH	\$5,000.00
09/15/23	2023-38	Mid-Month Payables	12098	12098	\$3,145,031.62
09/15/23	2023-38	Mid-Month Payables	12102	12165	\$660,879.19
09/26/23		WA Dept of Revenue - Sales Tax		ACH	\$7,447.01
09/29/23	2023-40	Month-End Payables	12166	12166	\$2,807,103.51
09/29/23	2023-40	Month-End Payables	12170	12232	\$970,780.84
09/30/23	2023-39	September 2023 Payroll	12167	12169	\$273,253.37
09/30/23	2023-41	September 2023 Payroll		ACH	\$242.06
Transactions for approval October 10, 2023 total:					\$7,869,737.60

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 Etherington _____

Director DeRock _____

Director Baldwin _____

Director Loeb sack _____

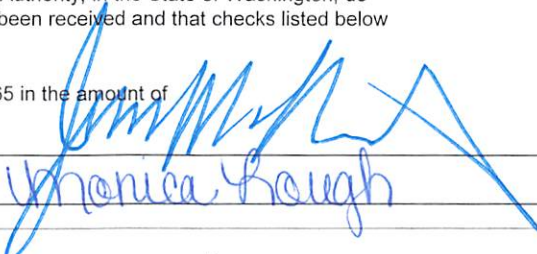
Director Spurgeon _____

Director Huffman _____

**Chelan Douglas Regional Port Authority
Check Register
2023-38**

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 September 15, 2023 checks 12098 & 12102 - 12165 in the amount of **\$3,805,910.81**



 Jim Kuntz, Chief Executive Officer

 Monica Lough, Director of Finance & Admin

Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
9/15/2023	Apple Valley Pumping Inc.	Building Maintenance	12105	1,153.41
9/15/2023	City of Cashmere	Utilities	12125	745.34
9/15/2023	Harvest Valley Pest Control, Inc.	Building Maintenance	12140	8,491.72
9/15/2023	Waste Management	Utilities	12162	421.43
	Net Cashmere Mill District			<u>10,811.90</u>
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
9/15/2023	B&H Photo-Video	Laser DLP Projectors	12109	7,849.10
9/15/2023	Banner Bank - TD	Advertising/Landscaping/Office Supplies	12119	1,241.53
9/15/2023	Chelan County PUD	Utilities	12123	10,881.96
9/15/2023	City of Wenatchee	Utilities	12126	836.74
9/15/2023	Consolidated Electrical Distributors, Inc	Maintenance Supplies	12128	1,134.88
9/15/2023	Crown Paper & Janitorial Supply	Custodial Supplies	12129	295.23
9/15/2023	Express Services, Inc.	Admin Assistant	12135	270.09
9/15/2023	Firefly	Tech Supplies	12137	106.47
9/15/2023	GFC Services	Meeting Room Setups/Janitorial Services	12138	5,600.65
9/15/2023	Kelley Connect	Kyocera Copier Usage	12145	145.62
9/15/2023	Lowe's	Maintenance Supplies	12148	53.04
9/15/2023	North Central ESD	Video Conference Operator	12151	10,171.57
9/15/2023	Otis Elevator Company	Elevator Maintenance	12154	3,260.98
9/15/2023	Pacific Security	Patrol Service	12156	444.00
9/15/2023	Waste Management	Utilities	12162	1,208.44
9/15/2023	Zoom Video Communications, Inc	Webinar Service	12165	88.05
	Net Confluence Technology Center			<u>43,588.35</u>
<u>DOWNTOWN WENATCHEE SOUTH</u>				
9/15/2023	City of Wenatchee	Utilities	12126	755.38
	Net Downtown Wenatchee South			<u>\$755.38</u>
<u>OLDS STATION BUSINESS PARK</u>				
9/15/2023	Chelan County PUD	Utilities	12123	2,828.77
9/15/2023	City of Wenatchee	Utilities	12126	979.06
9/15/2023	H.D. Fowler Company	Irrigation Supplies	12139	240.18
9/15/2023	North Cascades Heating & A/C, Inc	Building Maintenance	12150	866.88
9/15/2023	Pacific Security	Patrol Service	12156	888.00
9/15/2023	Waste Management	Utilities	12162	146.83
	Net Olds Station Business Park			<u>5,949.72</u>

**Chelan Douglas Regional Port Authority
Check Register
2023-38**

PANGBORN AIRPORT

9/15/2023	Banner Bank - PE	Festival of Flight; Marketing	12114	2.46
9/15/2023	Banner Bank - RR	Aviation Maintenance	12116	1,297.10
9/15/2023	Banner Bank - TF	Maintenance Supplies	12120	72.83
9/15/2023	Banner Bank - TM	TakeOff North America Conference, Phone Service	12121	886.72
9/15/2023	Door Tech, Inc.	Terminal Maintenance	12130	4,364.49
9/15/2023	Douglas County PUD	Utilities	12131	1,973.00
9/15/2023	Enduris	Property Insurance	12134	247.00
9/15/2023	Harvest Valley Pest Control, Inc.	Pest Control	12140	81.23
9/15/2023	Home Depot Pro	Terminal Maintenance	12141	68.45
9/15/2023	Industrial Emergency Council	ARFF Live Fire Training	12142	14,500.00
9/15/2023	Jerry's Auto Supply	Airfield Maintenance	12143	32.58
9/15/2023	Les Schwab Tire Center	Equipment Maintenance	12146	163.74
9/15/2023	Lowe's	Terminal Maintenance	12148	16.50
9/15/2023	Omnipark Inc.	Parking Software	12153	366.05
9/15/2023	Pacific Security	Patrol Service	12156	444.00
9/15/2023	Romaine Electric Group	Equipment Maintenance	12159	1,109.66
9/15/2023	RS Farm Repair	Tenant Deposit	12160	2,015.71
9/15/2023	Schmitt Electric, Inc	Terminal Maintenance	12161	593.98
9/15/2023	Waste Management	Utilities	12162	672.31
	Net Pangborn Airport			28,907.81

PANGBORN FBO

9/15/2023	AvFuel Corp	Av Gas/Jet A Fuel	12106	60,818.25
9/15/2023	Aviation Laboratories	FBO Supplies	12107	2,065.00
9/15/2023	Banner Bank - CG	Maintenance Supplies	12110	12.84
9/15/2023	Cintas Corporation	Uniforms	12124	109.54
9/15/2023	Oxarc Inc.	FBO Supplies	12155	91.67
9/15/2023	Waste Management	Utilities	12162	177.43
	Net Pangborn FBO			63,274.73

PANGBORN BUSINESS PARK

9/15/2023	Banner Bank - TF	Building Supplies	12120	266.91
9/15/2023	Douglas County PUD	Utilities	12131	1,980.00
9/15/2023	Home Depot Pro	Building Supplies	12141	317.37
9/15/2023	York Building Services, Inc.	Janitorial Services	12163	1,788.00
9/15/2023	Young Bucks Landscaping LLC	Landscaping	12164	2,715.52
	Net Pangborn Business Park			7,067.80

RPA OFFICE/AVIATION CENTER

9/15/2023	Ag Supply Co.	Maintenance Supplies	12103	76.47
9/15/2023	Douglas County PUD	Utilities	12131	1,254.00
9/15/2023	Waste Management	Utilities	12162	394.60
9/15/2023	Young Bucks Landscaping LLC	Landscaping	12164	1,810.34
	Net RPA Office/Aviation Center			3,535.41

LAKE CHELAN AIRPORT

9/15/2023	Chelan County PUD	Utilities	12123	24.46
9/15/2023	Young Bucks Landscaping LLC	Landscaping	12164	1,131.74
	Net Lake Chelan Airport			1,156.20

MANSFIELD AIRPORT

9/15/2023	Douglas County PUD	Utilities	12131	32.00
	Net Mansfield Airport			32.00

ORONDO RIVER PARK

9/15/2023	Express Services, Inc.	Park Attendant	12135	288.99
9/15/2023	Pacific Security	Patrol Service	12156	1,056.00
9/15/2023	Waste Management	Utilities	12162	160.57
9/15/2023	Young Bucks Landscaping LLC	Landscaping	12164	5,003.46
	Net Orondo River Park			6,509.02

**Chelan Douglas Regional Port Authority
Check Register
2023-38**

<u>MALAGA PROPERTY</u>				
9/15/2023	Banner Bank - RR	Maintenance Supplies	12116	105.98
9/15/2023	Chelan County PUD	Utilities	12123	59.17
	Net Malaga Property			165.15
<u>BUSINESS PARK MAINTENANCE</u>				
9/15/2023	Banner Bank - RR	Small Equipment	12116	1,155.95
9/15/2023	Coleman Oil Company	Fuel	12127	659.75
	Net Business Park Maintenance			1,815.70
<u>ADMINISTRATIVE & GENERAL</u>				
9/15/2023	Amazon Capital Services	Office Supplies	12104	224.89
9/15/2023	Banner Bank - DE	Meals; Thurston County Tour	12111	12.95
9/15/2023	Banner Bank - JK	Travel/Lodging; PMA Fresh Conf. Travel; Chicago/DC	12112	4,353.63
9/15/2023	Banner Bank - MS	Meals; Thurston County Tour	12113	43.11
9/15/2023	Banner Bank - PE	Lodging; Thurston County Tour, Office Supplies, Board Mtg	12114	2,834.35
9/15/2023	Banner Bank - RD	Travel; Chicago/DC Delegation Trip	12115	671.91
9/15/2023	Banner Bank - RR	Misc Supplies	12116	29.99
9/15/2023	Banner Bank - SD	Meals; Thurston County Tour	12117	19.43
9/15/2023	Banner Bank - TC	Subscriptions/Software	12118	237.48
9/15/2023	Elevate Government Affairs, LLC	Governmental Affairs Federal Contract	12132	8,500.00
9/15/2023	Emily B. Lammert	Meals/Travel; Economic Dev Training/Thurston County Tour	12133	1,005.74
9/15/2023	FedEx	Shipping	12136	24.05
9/15/2023	Julie Burdick-Avis	Mileage	12144	27.12
9/15/2023	Lodestar Strategic LLC	Governmental Affairs State Contract	12147	6,000.00
9/15/2023	ODP Business Solutions LLC	Office Supplies	12152	64.97
	Net Administrative & General			\$24,049.62
<u>BUSINESS DEVELOPMENT & MARKETING</u>				
9/15/2023	Banner Bank - JK	Promotional Hosting	12112	60.41
9/15/2023	Banner Bank - PE	Maintenance Assistant/Construction Project Manager Ads	12114	117.66
9/15/2023	Banner Bank - SD	Meals; Thurston County Tour, Linked/Indeed Job Ads	12117	1,484.75
9/15/2023	Banner Bank - TC	Adobe Subscription	12118	22.77
9/15/2023	BerryDunn	Regional Sports Complex Feasibility	12122	5,226.00
	Net Business Development & Marketing			\$6,911.59
<u>PROJECTS - OTHER</u>				
9/15/2023	Chelan County PUD	Regional Water Second Source Feasibility Study	12123	266.05
	Net Projects - Other			\$266.05
<u>CAPITAL PROJECTS</u>				
9/15/2023	Absher Construction Company	CTC - Salvage, Demo & Restoration Project	12102	421,100.67
9/15/2023	Avidex	CTC VCC Camera System Upgrade	12108	23,812.64
9/15/2023	Banner Bank - TD	CTC Restoration Project	12119	312.70
9/15/2023	Firefly	EF Security Cameras	12137	17.21
9/15/2023	Maul Foster Alongi, Inc.	EPA Brownsfields Coalition Grant Consulting Services	12149	8,803.75
9/15/2023	North Central ESD	CTC VCC Audio System Upgrade	12151	741.60
9/15/2023	North Central ESD	CTC VCC Camera System Upgrade	12151	782.80
9/15/2023	Ridgeline Graphics, Inc	Trades District Specs	12158	511.39
9/15/2023	Selland Construction, Inc	Malaga Water Improvements	12098	454,499.36
9/15/2023	Selland Construction, Inc	Taxiway A Realignment	12098	1,603,810.53
9/15/2023	Selland Construction, Inc	Taxiway B Realignment/Executive Hangar Site	12098	1,086,721.73
				3,601,114.38
				3,805,910.81

VOID: 12157

**Chelan Douglas Regional Port Authority
Check Register
2023-39**

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 September 30, 2023, checks 12167 - 12169 and electronic payments in the amount of:

\$ 273,253.37

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				
09/30/23	Amador Lopez, Lorena	September 2023 Payroll	EFT	3,708.17
09/30/23	Asplund, Randy L	September 2023 Payroll	EFT	1,676.16
09/30/23	Baldwin, Janet L	September 2023 Payroll	EFT	1,432.67
09/30/23	Beidler, Camryn N	September 2023 Payroll	EFT	3,091.14
09/30/23	Burdick-Avis, Julie A	September 2023 Payroll	EFT	2,505.67
09/30/23	Camarillo-Reyes, Laura	September 2023 Payroll	EFT	3,444.26
09/30/23	Chatriand, Bobbie J	September 2023 Payroll	EFT	3,698.46
09/30/23	Day, Skylar	September 2023 Payroll	EFT	3,312.92
09/30/23	de Mestre, Stacie C	September 2023 Payroll	EFT	7,420.15
09/30/23	Deenik, Sarah K	September 2023 Payroll	EFT	5,665.66
09/30/23	Degnan, Tricia E	September 2023 Payroll	EFT	5,148.27
09/30/23	DeRock, Richard A	September 2023 Payroll	EFT	1,820.21
09/30/23	Etherington, Donn	September 2023 Payroll	EFT	1,946.64
09/30/23	Flaget, Todd R	September 2023 Payroll	EFT	4,519.41
09/30/23	Goodrich, Colby A	September 2023 Payroll	EFT	4,770.13
09/30/23	Huffman, James D	September 2023 Payroll	EFT	1,433.80
09/30/23	Kern, Dana	September 2023 Payroll	EFT	3,015.52
09/30/23	Kuntz, James M	September 2023 Payroll	EFT	13,630.67
09/30/23	Lamb, Kenneth R	September 2023 Payroll	EFT	4,627.67
09/30/23	Lamb, Shane C	September 2023 Payroll	EFT	4,381.64
09/30/23	Lammert, Emily B	September 2023 Payroll	EFT	2,003.89
09/30/23	Larsen, Craig N	September 2023 Payroll	EFT	5,412.23
09/30/23	Loesack, W Alan	September 2023 Payroll	EFT	1,317.38
09/30/23	Lough, Monica D	September 2023 Payroll	EFT	8,374.10
09/30/23	Martin, Kole R	September 2023 Payroll	EFT	1,953.47
09/30/23	Martinez, Rafael	September 2023 Payroll	EFT	3,049.11
09/30/23	Moyers, Trent D	September 2023 Payroll	EFT	8,436.19
09/30/23	Orr, Marcus J	September 2023 Payroll	EFT	4,436.03
09/30/23	Rumburg, Concetta A	September 2023 Payroll	EFT	1,417.35

09/30/23 Russ, Ronald R
 09/30/23 Russell, Justin L
 09/30/23 Smith, Charles B
 09/30/23 Spurgeon, Mark M
 09/30/23 Vargas-Mata, Manuel A
 09/30/23 Warren, Kole A
 09/30/23 HRA VEBA Trust
 09/30/23 Bobbie Chatriand
 09/30/23 Health Care Authority
 09/30/23 Department of Retirement Systems
 09/30/23 US Treasury
Net Payroll

September 2023 Payroll	EFT	6,696.45
September 2023 Payroll	EFT	3,837.70
September 2023 Payroll	EFT	3,972.26
September 2023 Payroll	EFT	914.92
September 2023 Payroll	EFT	4,418.43
September 2023 Payroll	EFT	3,162.83
September VEBA	EFT	2,550.00
September Sunshine Fund	12167	125.00
October Insurance	12169	46,314.41
September Retirement	ACH	35,910.06
September Payroll Taxes	EFTPS	47,702.34
		<u><u>273,253.37</u></u>

VOID: 12168

**Chelan Douglas Regional Port Authority
Check Register
2023-40**

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 September 29, 2023 checks 12166 & 12170 - 12232 in the amount of **\$3,777,884.35**

Jim Kuntz, Chief Executive Officer _____

Monica Lough, Director of Finance & Admin _____

Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
9/29/2023	After Hours Plumbing & Heating, Inc.	Building Maintenance	12170	243.68
9/29/2023	Chelan County PUD	Utilities	12181	962.15
9/29/2023	Correct Equipment	Building Maintenance	12186	3,288.93
9/29/2023	Local Tel Communications	Fire Alarm Service	12207	75.96
9/29/2023	Plumbco, Inc.	Building Maintenance	12214	536.09
9/29/2023	Schmitt Electric, Inc.	Building Maintenance	12220	1,585.55
	Net Cashmere Mill District			<u>6,692.36</u>
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
9/29/2023	Apple Valley Human Resource Assoc.	Customer Refund	12176	118.78
9/29/2023	Cascade Natural Gas	Utilities	12179	13.78
9/29/2023	Chelan County PUD	Utilities	12181	210.87
9/29/2023	Crown Paper & Janitorial Supply	Janitorial Supplies	12187	442.36
9/29/2023	Express Services, Inc.	Admin Assistant	12197	570.19
9/29/2023	Firefly	Managed Services	12199	3,768.31
9/29/2023	Home Depot Pro	Landscaping Supplies	12203	181.68
9/29/2023	Local Tel Communications	Telephone	12207	552.50
9/29/2023	Lowe's	Landscaping Supplies	12208	105.54
9/29/2023	NuClear Property Maintenance	Window Cleaning	12210	300.59
9/29/2023	Status Controls, LTD	Programming Projectors	12225	1,400.00
9/29/2023	Weinstein Beverage Co.	Coffee Supplies	12230	265.30
	Net Confluence Technology Center			<u>7,929.90</u>
<u>DOWNTOWN WENATCHEE SOUTH</u>				
9/29/2023	Cascade Natural Gas	Utilities	12179	490.91
9/29/2023	Chelan County PUD	Utilities	12181	940.22
9/29/2023	Local Tel Communications	Utilities	12207	383.97
9/29/2023	Lowe's	Landscaping Supplies	12208	33.50
9/29/2023	NuClear Property Maintenance	Building Maintenance	12210	1,610.93
	Net Downtown Wenatchee South			<u>3,459.53</u>
<u>OLDS STATION BUSINESS PARK</u>				
9/29/2023	Cascade Natural Gas	Utilities	12179	13.78
9/29/2023	Chelan County PUD	Utilities	12181	584.94
9/29/2023	Local Tel Communications	Alarm Systems	12207	152.20
9/29/2023	S & W Irrigation Supply	Irrigation Supplies	12219	45.65
9/29/2023	Schmitt Electric, Inc.	Building Maintenance	12220	28,925.79
9/29/2023	Stan's Merry Mart	Maintenance Supplies	12222	11.94
9/29/2023	Stemilt World Famous Compost	Landscaping	12226	90.00
9/29/2023	Wilbur-Ellis Company LLC	Landscaping	12231	82.52
	Net Olds Station Business Park			<u>29,906.82</u>

**Chelan Douglas Regional Port Authority
Check Register
2023-40**

<u>PANGBORN AIRPORT</u>				
9/29/2023	Ag Supply Co.	Fuel, Maintenance Supplies	12171	4,325.36
9/29/2023	Amazon Capital Services	Parking Lot Expenses	12174	44.48
9/29/2023	American Assoc. of Airport Executives	Regulatory Compliance	12175	1,254.00
9/29/2023	Ardurra	Engineering Services	12201	7,576.26
9/29/2023	Ardurra	2023 Wildlife Training	12201	2,725.60
9/29/2023	Davis Arneil Law Firm, LLP	Legal Services	12189	1,767.00
9/29/2023	Douglas County Sewer District No. 1	Sewer, Glycol Disposal	12194	534.96
9/29/2023	East Wenatchee Water District	Water	12195	374.00
9/29/2023	Firefly	Managed Services	12199	2,977.49
9/29/2023	FlashParking, Inc.	Parking Software	12200	1.52
9/29/2023	Home Depot Pro	Maintenance Supplies	12203	389.74
9/29/2023	Les Schwab Tire Center	Equipment Maintenance	12206	275.58
9/29/2023	Local Tel Communications	Phone/Internet/Cable	12207	518.89
9/29/2023	Lowe's	Maintenance Supplies	12208	43.33
9/29/2023	Ogden Murphy Wallace, PLLC	Legal Fees	12212	248.00
9/29/2023	Pomp's Tire Service, Inc.	Vehicle Maintenance	12215	785.73
9/29/2023	Schmitt Electric, Inc.	Maintenance	12220	619.30
9/29/2023	Virtower LLC	VirTower Tracking Software	12228	400.00
	Net Pangborn Airport			<u><u>\$24,861.24</u></u>
<u>PANGBORN FBO</u>				
9/29/2023	Avfuel Corp	Jet Fuel	12177	44,861.82
9/29/2023	Aviation Laboratories	FBO Supplies	12178	234.16
9/29/2023	Cintas Corporation	Uniforms	12182	105.60
9/29/2023	Les Schwab Tire Center	Equipment Maintenance	12206	69.40
9/29/2023	Local Tel Communications	Utilities	12207	250.17
9/29/2023	ODP Business Solutions LLC	FBO Supplies	12211	66.05
	Net Pangborn FBO			<u><u>\$45,587.20</u></u>
<u>PANGBORN BUSINESS PARK</u>				
9/29/2023	Ag Supply Co.	Maintenance Supplies	12171	35.94
9/29/2023	Douglas County Sewer District No. 1	Sewer	12194	97.00
9/29/2023	East Wenatchee Water District	Water	12195	813.72
9/29/2023	Harvest Valley Pest Control, Inc.	Pest Control	12202	259.52
9/29/2023	Home Depot Pro	Maintenance Supplies	12203	1,384.21
9/29/2023	Local Tel Communications	Fire Alarm Service	12207	37.74
	Net Pangborn Business Park			<u><u>\$2,401.15</u></u>
<u>RPA OFFICE/AVIATION CENTER</u>				
9/29/2023	Cascade Natural Gas	Utilities	12179	65.80
9/29/2023	Douglas County Sewer District No. 1	Sewer	12194	403.52
9/29/2023	East Wenatchee Water District	Water	12195	302.80
9/29/2023	Star Rentals, Inc.	Building Maintenance	12223	944.20
	Net RPA Office/Aviation Center			<u><u>\$1,716.32</u></u>
<u>MANSFIELD AIRPORT</u>				
9/29/2023	Virtower LLC	VirTower Tracking Software	12228	400.00
	Net Mansfield Airport			<u><u>\$400.00</u></u>

**Chelan Douglas Regional Port Authority
Check Register
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<u>WATERVILLE AIRPORT</u>				
9/29/2023	Douglas County PUD	Utilities	12193	49.00
9/29/2023	Firefly	Installed Router	12199	157.57
9/29/2023	Local Tel Communications	Fiber Installation/Service	12207	347.16
9/29/2023	Schmitt Electric, Inc.	Maintenance	12220	1,182.09
9/29/2023	Virtower LLC	VirTower Tracking Software	12228	400.00
	Net Waterville Airport			<u>400.00</u>
				<u>\$2,135.82</u>
<u>CHELAN AIRPORT</u>				
9/29/2023	Virtower LLC	VirTower Tracking Software	12228	400.00
	Net Chelan Airport			<u>400.00</u>
<u>ORONDO RIVER PARK</u>				
9/29/2023	Alpine Environmental	Management Services	12173	469.00
9/29/2023	Douglas County PUD	Utilities	12193	129.00
9/29/2023	Express Services, Inc.	Park Attendant	12197	295.01
9/29/2023	Local Tel Communications	Internet	12207	65.90
	Net Orondo River Park			<u>65.90</u>
				<u>\$958.91</u>
<u>MALAGA PROPERTIES</u>				
9/29/2023	Chelan County PUD	Utilities	12181	58.47
9/29/2023	Home Depot Pro	Maintenance Supplies	12203	120.24
	Net Malaga Property			<u>120.24</u>
				<u>\$178.71</u>
<u>BUSINESS PARK MAINTENANCE</u>				
9/29/2023	Coleman Oil Company	Fuel	12184	325.65
9/29/2023	Valley Tractor & Rentals, Inc.	Maintenance Supplies	12227	32.54
	Net Business Park Maintenance			<u>32.54</u>
				<u>\$358.19</u>
<u>ADMINISTRATIVE & GENERAL</u>				
9/29/2023	Alan Loeb sack	Mileage	12172	151.83
9/29/2023	Amazon Capital Services	Office Supplies, Board Room Snacks	12174	505.28
9/29/2023	Davis Arneil Law Firm, LLP	Legal Services	12189	12,871.50
9/29/2023	DOH Associates	Engineering Services	12191	240.75
9/29/2023	Donn Etherington	Mileage	12192	397.65
9/29/2023	FedEx	LOC Documents	12198	22.24
9/29/2023	Firefly	Managed Services	12199	4,436.40
9/29/2023	J. C. Baldwin	Mileage	12204	142.14
9/29/2023	K&L Gates LLP	Port of Chelan LTGO Notes	12205	12,500.00
9/29/2023	Local Tel Communications	Telephone	12207	897.18
9/29/2023	Mark M Spurgeon	Mileage	12209	321.74
9/29/2023	ODP Business Solutions LLC	Office Supplies	12211	266.00
9/29/2023	Ogden Murphy Wallace, PLLC	Legal Services	12212	2,399.00
9/29/2023	Quadient Leasing USA, Inc.	Postage Lease	12216	220.80
9/29/2023	RH2 Engineering, Inc.	Engineering Services	12217	200.00
9/29/2023	Richard DeRock	Mileage	12218	43.23
9/29/2023	Shane Lamb	Mileage	12221	119.87
9/29/2023	State Auditor's Office	Audit Services 08/2023	12224	3,394.65
9/29/2023	Xerox Corporation	Printer Usage	12232	230.13
	Net Administrative & General			<u>230.13</u>
				<u>\$39,360.39</u>

**Chelan Douglas Regional Port Authority
Check Register
2023-40**

BUSINESS DEVELOPMENT & MARKETING

9/29/2023	Cashmere Mailing House LLC	Tax Levy Voter Education Post Card	12180	12,346.50
9/29/2023	Column Software PBC	Legal Notice - Supplemental Budget	12185	156.78
9/29/2023	Daily Journal of Commerce	Construction Project Manager Ad	12188	1,440.00
9/29/2023	Davis Arneil Law Firm, LLP	Public Records Request	12189	248.00
	Net Business Development & Marketing			\$14,191.28

CAPITAL PROJECTS

9/29/2023	Ardurra	MALSR Construction Assistance	12201	3,165.00
9/29/2023	Ardurra	Taxiway A Realignment	12201	363,471.82
9/29/2023	Ardurra	Terminal Apron Reconstruction	12201	8,220.30
9/29/2023	Ardurra	GA Terminal EA	12201	14,722.35
9/29/2023	Ardurra	Taxiway B Extension CM Services	12201	106,535.30
9/29/2023	Ardurra	Nat'l Guard Land Release Coordination	12201	4,140.50
9/29/2023	Claridge Media	Trades District Logo/Branding	12183	1,520.00
9/29/2023	Column Software PBC	Malaga Test Well - Invitation to Bid	12185	375.33
9/29/2023	Daily Journal of Commerce	Malaga Test Well - Invitation to Bid	12188	609.60
9/29/2023	Design West Architects	Trades District A&E	12190	98,437.50
9/29/2023	DOH Associates	CTC Shell Restoration	12191	6,679.68
9/29/2023	DOH Associates	EF Roof Repairs	12191	894.00
9/29/2023	DOH Associates	IB9 Roof Repairs	12191	742.25
9/29/2023	Erlandsen	Adcock Property BLA	12196	2,349.00
9/29/2023	Ogden Murphy Wallace, PLLC	Trades District	12212	620.00
9/29/2023	Ogden Murphy Wallace, PLLC	Malaga Property	12212	13,578.00
9/29/2023	Ogden Murphy Wallace, PLLC	Malaga Cooling Water Agreement	12212	3,472.00
9/29/2023	Ogden Murphy Wallace, PLLC	National Guard Lease	12212	279.00
9/29/2023	Ogden Murphy Wallace, PLLC	Lytle Property II Purchase	12212	775.00
9/29/2023	Ogden Murphy Wallace, PLLC	Adcock Property Purchase	12212	3,784.00
9/29/2023	Ogden Murphy Wallace, PLLC	Firing Range Assoc Property	12212	1,643.00
9/29/2023	Ogden Murphy Wallace, PLLC	Malaga Springs Property	12212	1,054.00
9/29/2023	Ogden Murphy Wallace, PLLC	C. Quilter Property	12212	62.00
9/29/2023	Ogden Murphy Wallace, PLLC	GBI Holding Co Property	12212	899.00
9/29/2023	Ogden Murphy Wallace, PLLC	Baker Property Purchase	12212	868.00
9/29/2023	Ogden Murphy Wallace, PLLC	Flying W Holdings Property Sale	12212	5,085.00
9/29/2023	Pacific Engineering	Executive Flight Apron Repair A & E	12213	2,942.50
9/29/2023	RH2 Engineering, Inc.	Malaga Water System Improvements	12217	107,376.07
9/29/2023	RH2 Engineering, Inc.	Cooling Water Disposal Evaluation	12217	25,204.76
9/29/2023	RH2 Engineering, Inc.	Adcock Property EA	12217	2,544.39
9/29/2023	RH2 Engineering, Inc.	Malaga Springs Property EA	12217	4,107.69
9/29/2023	RH2 Engineering, Inc.	Quilter Property EA	12217	1,069.50
9/29/2023	RH2 Engineering, Inc.	Schoenwald Property EA	12217	1,069.50
9/29/2023	Selland Construction, Inc.	Taxiway A Realignment	12166	2,807,103.51
9/29/2023	Washington State Department of Ecology	Taxiway B - Stormwater	12229	1,720.00
	Net Capital Projects			\$3,597,119.55

**Chelan Douglas Regional Port Authority
Check Register
2023-41**

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.

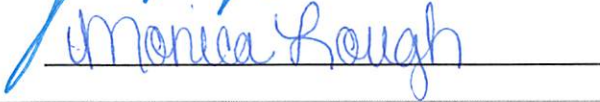
For approval September 30, 2023, electronic payment in the amount of:

\$ 242.06

Jim Kuntz, Chief Executive Officer



Monica Lough, Director of Finance & Admin



Date Issued	Claimant	Purpose	Check Number	Amount
	Payroll			
09/30/23	Department of Retirement Systems	September Retirement	ACH	242.06
	Net Payroll			242.06



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY



BUILDING WHAT MATTERS

Proposal for Consideration
WENATCHEE VALLEY YMCA



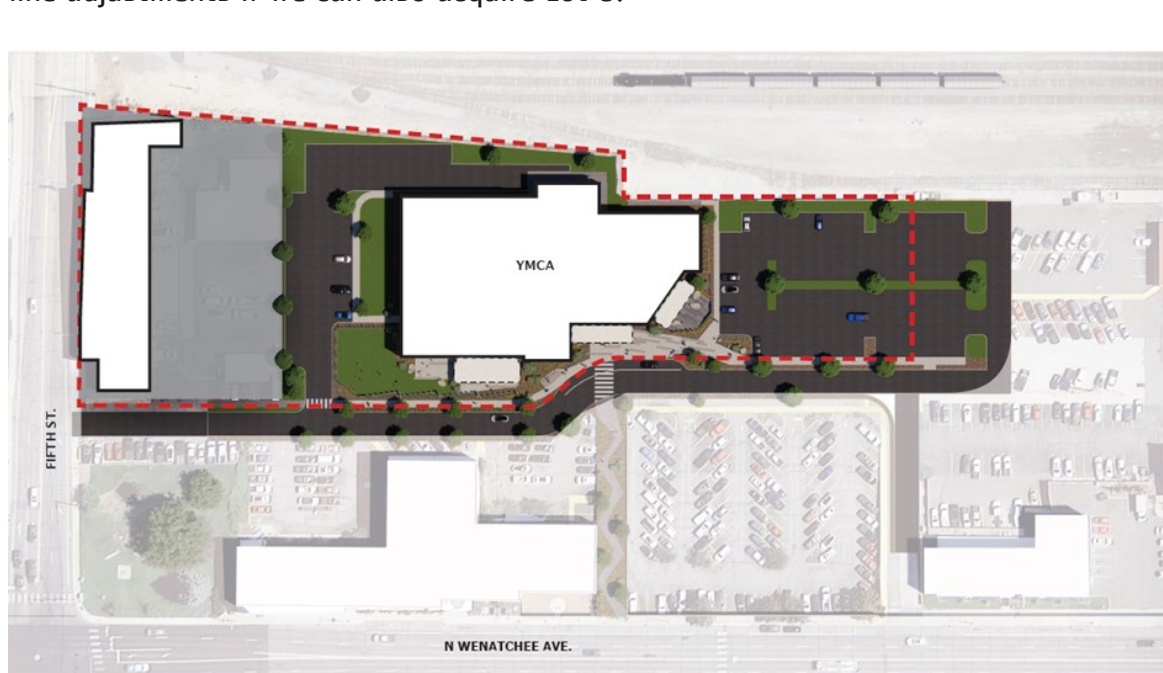
WENATCHEE VALLEY YMCA

5th Street Campus Proposal for Lot 8

The Chelan PUD Commissioners along with the YMCA Board & Trustees have agreed upon the purchase of additional land at the PUD's 5th street campus for the YMCA. The Commissioners of the Chelan County Public Utility District have accepted the Y's proposal to purchase the lot identified as Lot 8 in the current redevelopment property plan for the PUD 5th Street Campus. The revised term sheet to include Lot 6, Lot 7, and Lot 8 was accepted on Monday, September 18, 2023, for the pending Purchase and Sale Agreement to be signed in October.

PRICING

The YMCA is prepared to purchase Lot 8 for \$804,350, a total of \$1,204,350 for lots 6, 7 & 8. We understand that the current lot boundary lines are still being adjusted, however with Lot 8 connecting to Lot 7, the YMCA is not concerned about infringement of line adjustments if we can also acquire Lot 8.



PURPOSE

With increasing construction costs for the new YMCA facility, we are forced to reduce the design of certain program and storage areas. The Fleet Annex, and its current industrial design, could support the Y in relieving this shortfall and provide profit centers to help reduce any debt we may incur from the main capital project.

PROFIT CENTERS

- **Personal Training Center:** The fitness center in the (new) main facility is designed for general member use. When our personal trainers use this space, it takes away from member usage and can reduce member satisfaction and retention. The annex would provide a space for a designated 'training center' to allow for maximum usage at both the fitness center and training center. The 'training center' also allows us to repurpose our current equipment that is not suitable for the new fitness center.
- **Recreation Equipment Outfitter Lease:** With proximity to the loop trail and waterfront, we believe we could lease a section of the annex to an outfitter for rental of recreational equipment like kayaks, stand-up paddleboards, bikes, rollerblades, etc. This will benefit the community and the lease will provide funding for other aspects of YMCA services and programs.
- **Half-Day Pre-School Center:** Although the Annex could not currently qualify as a licensed childcare center with the state, it could serve as a half-day pre-school center, therefore meeting an additional need for early learning opportunities for young families. Most importantly, it can ultimately provide a large indoor gross motor space for this age group.



ADDITIONAL BENEFITS AND USES:

- **Designated Teen Center** – Currently, the YMCA provides free Teen Center memberships to every middle school student as part of our Middle School Outreach Initiative. The Teen Center has after school hours and may not align best with general operating hours and YMCA full access. Moving the Teen Center to the Annex would allow for designated space, open for determined hours, unrelated to the main Y, and therefore less confusing to families and teens.
- **Additional Parking**
- **Maintenance Space**
- **Storage**
- **Office Space**

BENEFIT TO THE Y

Our capital project budget restrictions do not allow us to build a new facility designed to meet future anticipated needs. Our donors are concerned about the future expandability options for the YMCA on this campus. Three concerned donors have designated additional funds for the Y to acquire Lot 8, thus relieving the financial burden

of this decision for the YMCA Board & Trustees. Ultimately, Lot 8 will provide an opportunity for future YMCA leadership to expand the building(s) to meet the demands.

BENEFIT TO CAMPUS REDEVELOPMENT

All annex spaces and usage of those spaces will align with the YMCA mission and cause and therefore, benefit the community and overall redevelopment plan for the campus. Unlike other potential buyers, under the Y's ownership, regardless of what profit centers we host in the Fleet Annex, it will always align with the purpose and values of the YMCA cause.

Additionally, the PUD would not need to work with additional lot developers or a fourth party to occupy this lot (YMCA, WMT, Headquarters Developer), nor provide or manage any demolition. We believe this is fair and equitable to all parties.

OUR MISSION

The mission of the Wenatchee Valley YMCA is to strengthen youth, families, and communities by promoting Christian principles and putting them into practice through leadership and programs that build healthy spirit, mind, and body for all.

OUR CAUSE

At the Y, strengthening community is our cause. We believe that lasting personal and social change can only come about when we all work together to invest in our kids, our health, and our neighbors. That is why we focus our work in three areas:

- Youth Development – Nurturing the potential of children and teens
- Healthy Living – Improving community health and well-being
- Social Responsibility – Giving back and supporting to our neighbors



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Memo

To: Board of Directors

From: Stacie de Mestre

Date: October 5, 2023

Re: Option to Purchase – Chelan County PUD HQ Property Lot 8

On August 22, 2023 the Board took the following action:

“To approve Chelan County PUD’s request to waive the Port of Chelan County’s option to purchase lots 4, 5, 6, and 7, contingent upon the YMCA and the Music Theatre of Wenatchee closing on the sale of said properties.”

Attached please find the draft Memorandum of Agreement that resulted from this action.

At Tuesday’s meeting the Wenatchee YMCA and Chelan County PUD will present a plan for lot 8. It is anticipated that the Chelan PUD will request the Port of Chelan County to waive their option on this lot as well.

Since the attached MOA has not been signed, Staff is suggesting it be modified based on the outcome of Tuesday’s meeting. Additionally, Staff is suggesting language be added to the MOA to clarify the timeline/sequence of events between the Chelan PUD declaring future parcels surplus, the POCC exercising or waiving its option, and the Chelan PUD negotiating/entering a purchase and sale agreement with another party. Further discussion will be had at Tuesday’s meeting.

MEMORANDUM OF AGREEMENT REGARDING OPTION TO PURCHASE

THIS MEMORANDUM OF AGREEMENT REGARDING OPTION TO PURCHASE (“MOA”) is made and entered this date by and between the Port of Chelan County, a Washington municipal corporation (the “Port”), and the Public Utility District No. 1 of Chelan County, a Washington municipal corporation (the “PUD”), sometimes collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

- A. The Parties entered an Option to Purchase recorded on February 28, 2019 at Chelan County Auditor File No. 2492483, records of Chelan County, Washington (the “Option”).
- B. The option to purchase set forth in the Option is triggered when the PUD formally declares all or any portion of the property described in the Option surplus to the needs of the PUD and provides the Surplus Notice (as defined in the Option) to the Port.
- C. The Surplus Notice has not yet been provided to the Port.
- D. The PUD has undertaken significant planning efforts with regard to the HQ Property, as defined in the Option.
- E. As anticipated by the Option, the Parties have been meeting and conferring in good faith to evaluate lot configurations associated with the HQ Property.
- F. The PUD desires to have a certain portion of the HQ Property released from and no longer subject to the Option.

AGREEMENT

NOW THEREFORE, in light of the above Recitals, which are incorporated herein by this reference as part of the agreement of the Parties, and in consideration of the mutual covenants set out below, the Parties agree as follows:

1. **Scope of MOA.** This MOA only applies to the HQ Property, as defined in the Option.
2. **Draft Site Plan.** Attached hereto as Exhibit “A” is a conceptual site plan for the HQ Property being considered by the PUD (“Draft Site Plan”).
3. **Lot Creation.** The PUD intends to undertake the steps and obtain the necessary approvals to create the 8 Lots identified in the Draft Site Plan, as legal lots of record.
4. **Internal Access Road.** The Port has no objection to the dedication or creation of a public or private interior road as depicted on the Draft Site Plan.

5. **Partial Release of Option.** Upon the satisfaction of the following conditions, the Port shall formally release that portion of the HQ Property generally identified as Lots 4, 5, 6 and 7 on the Draft Site Plan from the Option:

5.1 The PUD shall notify the Port and provide copies of the recorded documents creating the 8 Lots as legal lots of record consistent with the Draft Site Plan.

5.2 The PUD shall notify the Port and provide copies of the recorded documents creating the internal access road consistent with the Draft Site Plan.

6. **Termination.** There are no time frames associated with completing the steps identified in Section 5, above; however, If the Surplus Notice is provided to the Port prior to the satisfaction of the conditions set forth in Section 5, above, then this MOA shall terminate and be of no further force or effect between the Parties.

7. **Recording Amendment to Option.** Once the steps in Section 5 have been completed, then the Parties shall record an amendment to the Option to formally remove Lots 4, 5, 6 and 7 from the Option. In addition, the amendment to the Option shall update the legal description for the HQ Property. The PUD shall pay for the costs to record the amendment to the Option.

8. **Miscellaneous Clauses.**

8.1 **Counterparts.** This MOA may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, e-mail or other electronic means. Each and all of these counterparts shall be deemed for all purposes to be one document, binding as such on the parties. The e-mail or other electronic transmission of any signed original document, and retransmission thereof, shall be the same as delivery of an original.

8.2 **Corporate Authority; Binding Signatures.** Each of the individuals executing this MOA warrant that they are an authorized signatory of the entity for which they are signing, and have sufficient authority to execute this MOA.

8.3 **Governing Law and Venue.** This MOA is governed and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this MOA shall be conducted in Chelan County, Washington

8.4 **General Provisions.** There are no verbal agreements which modify this MOA. This MOA constitutes the full understanding between the Parties. Any and all subsequent modifications of this MOA shall be in writing and signed by the Parties. The “effective date of this MOA” shall be the date of the last signature set forth below.

8.5 Attorney's Fees. In the event of a dispute, each Party shall be responsible for their own attorney fees. Ogden Murphy Wallace, PLLC represents the Port and the PUD is represented by independent legal counsel.

PORT OF CHELAN COUNTY

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN
COUNTY

By: _____
James M. Kuntz, Executive Director

By: _____
Daniel Frazier, Director of Shared
Services

EXHIBIT "A" Draft Site Plan



Memo

To: Board of Directors
From:  Jim Kuntz
Date: October 5th, 2023
Re: Volaire Aviation Contract

Voltaire Aviation's contract to assist Pangborn Airport with Commercial Air Service Development expires on January 31st, 2024. The policy question is should this contract be renewed.

Please find attached the following:

- Historical Expenditures for Voltaire Agreement
- Proposed Contract Renewal Options
- Slide Entitled "Pilot Supply Will Worsen"

As it relates to the slide on "Pilot Supply Will Worsen", can Voltaire help Pangborn Airport secure additional air service despite the growing gap in certified pilots?

**Voltaire Aviation
Agreement & Payment History**

Personal Services Agreement April 1, 2017 - December 31, 2017
Maximum not to exceed price of \$25,000

Personal Services Agreement March 1, 2018 - January 31, 2023
Monthly Retainer of \$4,000 **1 Year Extension (February 1, 2023 - January 31, 2024)**

Year	Monthly Retainer Fees	Travel Reimbursements	Total
2017 **	\$ 24,180.14	\$ -	\$ 24,180.14 (PMA)
2018	\$ 40,000.00	\$ 2,913.40	\$ 42,913.40 (PMA)
2019	\$ 48,000.00	\$ 3,312.21	\$ 51,312.21 (PMA)
2020	\$ 48,000.00	\$ 792.45	\$ 48,792.45 (CDRPA)
2021	\$ 48,000.00	\$ 1,820.21	\$ 49,820.21 (CDRPA)
2022	\$ 48,000.00	\$ 3,839.74	\$ 51,839.74 (CDRPA)
01/01/2023 - 08/30/2023	\$ 32,000.00	\$ 406.15	\$ 32,406.15 (CDRPA)
Est. 09/01/2023 - 01/31/2024	\$ 20,000.00	\$ -	\$ 20,000.00 (CDRPA)
Total Investment	\$ 308,180.14	\$ 13,084.16	\$ 321,264.30

**

The Year 2017 did not have a monthly retainer in place; rather a maximum not to exceed price of \$25,000.

Jim Kuntz

From: Jack Penning <jack.penning@volaireaviation.com>
Sent: Thursday, September 28, 2023 3:56 AM
To: Jim Kuntz; Trent Moyers
Subject: ASD Agreement for 2024
Attachments: EAT ASD Proposal 2-1-24.pdf

Jim and Trent,

It was good to talk to you both yesterday. As requested, I have attached our proposal for air service development work for 2024. I have included two options:

- 1) A "per project" fee schedule from which you can choose the projects you'd like to undertake, with no obligation.
- 2) A retainer fee schedule with discounts for the work we recommend in the coming year.

At a minimum, I believe, you'll need the following in 2024:

- Audits of Alaska Airlines MRG reporting;
- A new leakage study, since the last one is now obsolete (it uses 2019 data, which is now irrelevant to airlines – you need updated data for any conversations, including with your incumbent);
- A headquarters meeting with Alaska to ensure we keep two frequencies later in 2024;
- One conference to meet with Avelo, Allegiant, Breeze, United, American, and other targets;
- DOT reporting for your SCASD, which is required by law;
- Two community visits to keep your stakeholders up to date.

With per project pricing, that would cost \$58,500. Under the retainer option we will only invoice \$48,000.

Under the retainer option, I have also removed all expenses to make your billing more simple. Our expenses, such as travel, are rolled into the retainer amount. You won't have any other invoices – so you'll have complete cost certainty.

Please let me know if you'd like to see any changes.

Thanks,
Jack

JACK PENNING | MANAGING PARTNER

VOLAIRE
AVIATION CONSULTING

TUCSON, ARIZONA | 503.515.3972

Please note: I am currently working a non-traditional schedule.

I am available from 6am to 1pm eastern each weekday.

Outside of those hours, replies could be delayed.

CONSULTING SERVICES AGREEMENT

This Consultancy Agreement (the “Agreement”) is made and entered into by and between Volaire Aviation, Inc. (the “Consultant”) and Pangborn Memorial Airport in East Wenatchee, Washington (the “Company” and/or “Airport”) (hereinafter referred to individually as a “Party” and collectively as “the Parties”).

1. Engagement and Services

(a) Engagement. The Company hereby engages the Consultant to provide and perform the services set forth in this section of the agreement (the “Services”), and the Consultant hereby accepts the engagement.

(b) Term. This agreement will begin on February 1, 2024 and be in effect through January 31, 2025. It can be extended for one calendar year (February 2025 – January 2026) at Company’s discretion.

(c) Scope of Work. Airport can commission each of the following projects at its discretion. Each project will be invoiced separately upon completion. Airport is under no obligation to commission any of the following projects.

1) **Airline headquarters meetings and presentations**

Consultant will prepare all materials for airline headquarters meetings, including a specific business case for targeted service. Presentations will include specific demographic analysis of the airport catchment area, economic analysis of the market region, overview of current airline market conditions, and a specific business case and analysis of proposed new service or expanded service.

Consultant will attend all airline headquarters meetings with Airport and present the full business case for current, new, and expanded service.

Consultant will provide all requested follow-up information requested by the airline following the meeting.

2) **Air service development conference meetings**

Consultant will work with Airport to identify target airlines for meetings and to identify which conferences Airport should attend. Consultant will work with conference organizers to schedule meetings.

Consultant will prepare all materials for airline conference meetings, including a specific business case for targeted service. Presentations will include specific demographic analysis of the airport catchment area, economic analysis of the market region, overview of current airline market conditions, and a specific business case and analysis of proposed new service or expanded service.

Consultant will attend all airline conference meetings with Airport and present the full business case for current, new, and expanded service.

Consultant will provide all requested follow-up information requested by the airline following the meeting.

3) Community visits

Consultant will prepare state of the industry information, market detail, and other pertinent information for community meetings at Airport's request.

4) Small community air service development grant reporting

Consultant will write Airport's biannual reports to the Department of Transportation updating its status for Small Community Air Service Development Grant funding. Consultant will update all associated data to ensure the Grant is kept in good standing.

5) Drive diversion/passenger leakage study

At Airport's discretion, Consultant can develop a new drive diversion/passenger leakage study detailing airport use for catchment area passengers. The study will include zip code level detail including passengers, average fares, revenue, top markets, and carrier usage.

The analysis will include both filed passenger data and booking data by zip code. The study will use Consultant's proprietary methodology to determine the drive diversion of passengers to and from other airports and to develop an actual market size for the catchment area.

6) Negotiation of revenue guarantee

Consultant will negotiate the revenue guarantee and incentive agreement between Airport and airline beginning new service. Consultant will analyze the revenue target against airline financial filings and work to develop a baseline of required revenue per segment and seat before agreement is finalized. Consultant will advise Airport, based on previous experience, in risk and reward of potential agreement.

7) Audit of revenue guarantee statements and invoices

Consultant will perform an audit of airline revenue guarantee statements and invoices using Consultant's proprietary in-house data sources, and airline provided sources. This audit will ensure the airline's account is correct and the Airport is paying the correct amount on each quarterly invoice.

8) Community survey

Consultant will prepare an on-line survey for dissemination throughout the region, delving into travel patterns, demand for service, the quality of current service, and other pertinent market research. Consultant will prepare a report of results and present the results during a visit to the community.

9) Economic impact analysis

Consultant will detail the economic impact of the Airport and its scheduled air service. The analysis will include a survey of all airport-related business to determine the baseline of on-airport impact. It will also include indirect and induced impact, as developed

through the IMPLAN software program. The written report will include detail on impact by source, tax impact, and employment impact throughout the region.

2. Consultancy Fee and Expenses

(a) Per Project Fee Schedule. Projects commissioned by Airport will be invoiced, upon completion, at the following rates:

1) Airline headquarters meeting (first in calendar year):	\$10,000
2) Airline headquarters meeting (subsequent in calendar year):	\$8,500
3) Airline conference meeting (first at conference):	\$4,500
4) Airline conference meeting (subsequent at conference):	\$2,500
5) Community visit (per trip):	\$4,500
6) Small community air service development grant report:	\$750
7) Drive diversion/passenger leakage study:	\$17,500
8) Negotiation of revenue guarantee:	\$4,500
9) Audit of revenue guarantee statements and invoices:	\$500
10) Community survey:	\$7,500
11) Economic impact analysis:	\$22,500

(b) Optional Retainer Fee Schedule. In lieu of per project fees, Consultant will invoice Airport an equal, and discounted, retainer of \$4,000 per month for all services listed as included as part of the retainer scope of work for the full period of this agreement. Invoices will be issued on the first of each month.

Under the retainer fee schedule, consultant will not invoice for any other expenses. Items such as travel will be included in the retainer fee. No other expenses will be invoiced for the full term of the agreement, except for projects not included in the retainer fee schedule.

The retainer includes the following projects (with standard fees below for illustration of total value of the work):

<u>Project</u>	<u>Per Item</u>	<u>Total Cost</u>
1) Airline headquarters meeting (one in 12-month period):	\$10,000	\$10,000
2) Airline conference meeting (first at conference):	\$4,500	\$4,500
3) Airline conference meeting (subsequent at conference):	\$2,500	
a. Four included in agreement:		\$10,000
4) Community visit (per trip):	\$4,500	
a. Two included in agreement		\$9,000
5) Drive diversion/passenger leakage study (one included):	\$17,500	\$17,500
6) Department of Transportation reporting (two included):	\$750	\$1,500
7) Audit of revenue guarantee statements and invoices:	\$500	
a. Included monthly for Alaska Airlines:		\$6,000
 Total Value of Services:		 \$58,500
 Retainer Amount:		 \$48,000
Discount to Airport:		\$10,500
<i>(discount does not reflect additional savings on consultant expenses)</i>		

(c) Per project hourly rates. In the case of the per project fee schedule, for work not included in the project list, Airport will be invoiced on an hourly basis. The standard hourly rate is \$250 per hour.

(d) Per project expenses. In the case of the per project agreement, Consultant shall be entitled to reimbursement for expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements in accordance with the then regular procedures of the Company. Reasonable expenses include, but are not limited to, travel (airfare, hotel, rental car, and meals), printing of materials, and shipping of materials. Consultant will invoice all expenses at cost plus a 10% administrative fee.

In the case of air service development conferences, Consultant will allocate expenses based on the total expenses of the firm divided by the total number of meetings covered by the firm.

This shall not apply should airport chose the retainer agreement option.

(e) Payment. The Consultant shall submit to the Company invoices detailing the Services performed, expenses, and the amount due. All such invoices shall be due and payable within thirty (30) calendar days after receipt thereof by the Company.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Airport chooses:

Per Project Agreement

Retainer Agreement

Signed for and on behalf of
Pangborn Memorial Airport

Signed for and on behalf of
Volaire Aviation, Inc.

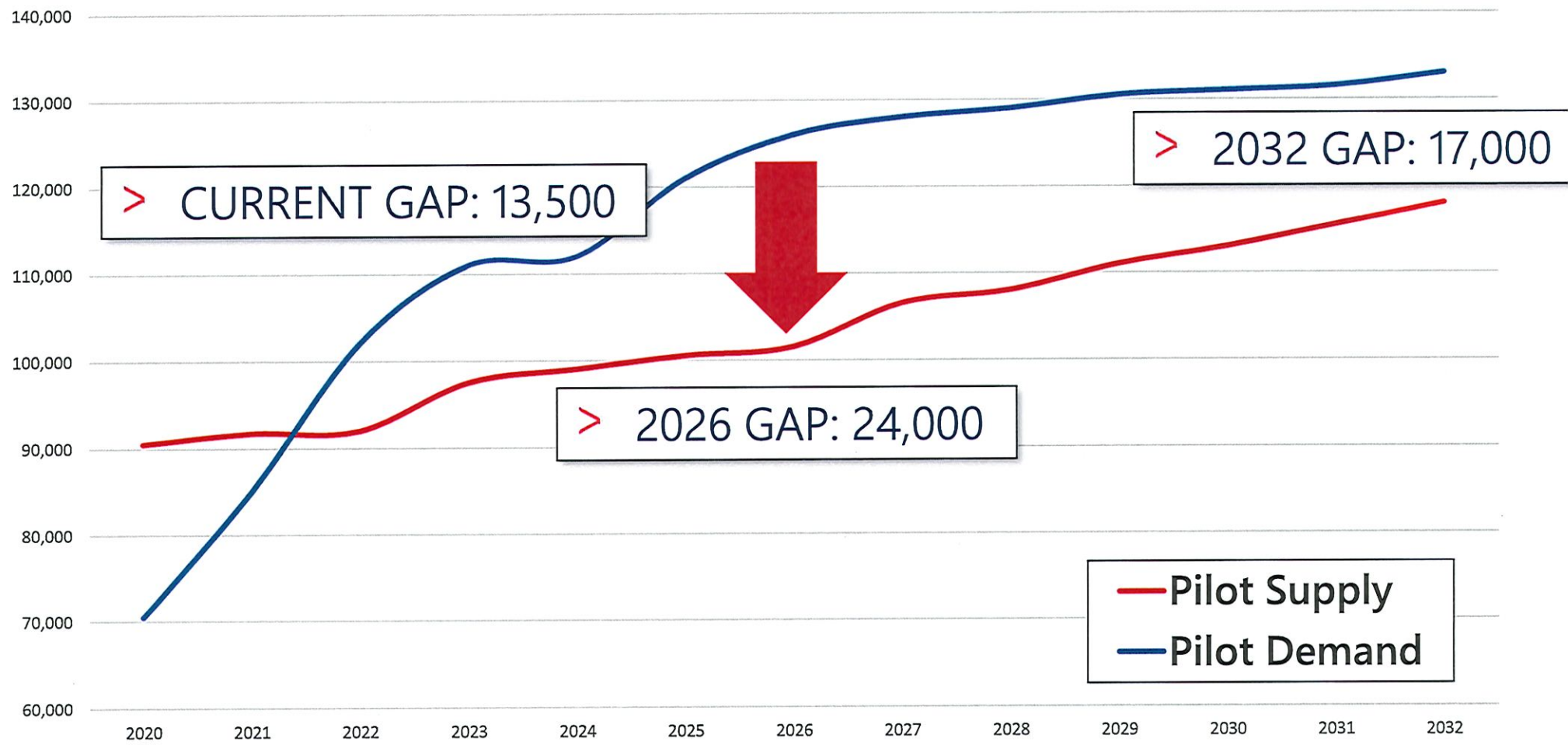
By: Trent Moyers
Title: Airport Director

By: John A. Penning, III
Title: Managing Partner



PILOT SUPPLY WILL WORSEN

NORTH AMERICAN PILOT DEMAND VERSUS SUPPLY
CALENDAR YEAR 2020 – CALENDAR YEAR 2032



Memo

To: Board of Directors

From:  Jim Kuntz

Date: October 3rd, 2023

Re: Loaned Executive – North Central Washington Economic Development District (EDD)

Alyce Brown, the current Executive Director for the EDD, is leaving her position for a job back east. Alyce has helped guide the EDD in a more proactive economic development direction.

To maintain the EDD's positive direction, one concept that is gaining support is for the Regional Port to loan Craig Larsen to the EDD to serve as its Executive Director. Craig has the economic development background to be successful in this position.

Please find attached a draft agreement between the Regional Port and the EDD that provides additional details.

**AGREEMENT FOR EXECUTIVE DIRECTOR SERVICES
BETWEEN THE CHELAN DOUGLAS REGIONAL PORT AUTHORITY AND
THE NORTH CENTRAL WASHINGTON ECONOMIC DEVELOPMENT DISTRICT**

THIS AGREEMENT, made and entered into this _____ day of October, 2023, by and between the Chelan Douglas Regional Port Authority (the “CDRPA”), a Washington municipal corporation, and the North Central Washington Economic Development District (“NCWEDD”), a Washington non-profit organization, agree as follows:

RECITALS

Whereas, the NCWEDD is in need of an Executive Director; and

Whereas, the CDRPA is willing to lend its Community Relationship Manager to serve as the NCWEDD’s Executive Director.

AGREEMENT

1. Services: The NCWEDD will be assigned Craig Larsen, the CDRPA’s Community Relationship Manager, to provide Executive Director services commencing on October 1, 2023, and ending on September 30, 2024 (the “Executive Director”).

- a. The Executive Director shall faithfully perform the duties of the position as prescribed by the laws of the State of Washington and by the policies, rules, and regulations made thereunder by the NCWEDD (the "Services").
- b. The CDRPA shall provide additional Services as agreed upon by the Executive Director, the CDRPA, and the NCWEDD.

2. Priorities of Work: The administration of economic development will reside with the Executive Director with the assistance of leadership and staff. The Executive Director shall have freedom to collaborate with the NCWEDD leadership team for the following Services:

- Maintain organizational momentum on current programs as outlined in the Comprehensive Economic Development Strategies (CEDs).
- Promote existing improvement plans and execute 2023-2024 goals;
- Select, place, and transfer of NCWEDD personnel in collaboration with leadership and subject to consultation with the Board;

- Assist existing businesses in retaining employees as well as expanding their business;
- Encourage new small business development throughout the region;
- Facilitate economic development activities with other organizations in the community;
- Competently manage the portfolios of the enterprise, such as finance, human resources, and operations;
- Offer technical assistance to regional partners, business and other organizations;
- Conscientiously work to provide a successful transition when the Board identifies the another Executive Director;
- Work collaboratively and satisfactorily with the NCWEDD Board of Directors.

3. Special Employment. The NCWEDD shall be responsible for providing the Executive Director with office space, support services, materials, supplies, tools and equipment appropriate to perform the Services. All correspondence, other documents, e-mail and other communications made by the Executive Director in connection with the Services under this Agreement shall be the property of the NCWEDD and subject to its document retention, management and other applicable policies and regulations.

4. General Responsibilities. The Executive Director will remain a full-time regular employee of the CDRPA, will remain on the CDRPA's payroll, will remain subject to the CDRPA's general personnel administration, and will continue to receive compensation and benefits solely from the CDRPA. The Executive Director shall remain subject to the CDRPA's personnel policies, rules and regulations. The CDRPA shall be responsible for payment of all the Executive Director salary and related benefits, pension, insurance, taxes and withholdings required under the CDRPA's personnel rules, policies and contracts and applicable federal and state law. The CDRPA shall be responsible for keeping and maintaining the personnel file and payroll and other records of the Executive Director.

5. Payment.

- a. The NCWEDD shall pay to the CDRPA an hourly reimbursement rate in the amount described on Exhibit A based on the number of hours actually worked by the Executive Director on behalf of the NCWEDD. The NCWEDD shall keep and maintain a daily time report showing the hours worked by the Executive Director pursuant to this Agreement. At the end of each month, the NCWEDD shall prepare and submit to the CDRPA a statement showing the Executive Director's hours worked and the total fee due for the month along with payment for that month.

- b. The fee paid to the CDRPA is intended to cover all of its costs and expenses related to loaning the Executive Director to the NCWEDD, including all payroll, benefits and workers' compensation related costs. The fee to be paid by the NCWEDD shall be the sole and exclusive consideration paid to the CDRPA.

6. Term: This Agreement is for a period commencing on October 1, 2023, and ending on September 30, 2024.

7. Termination: This Agreement may be terminated prior to its expiration date by the following means:

- a. *Just Cause*: The Executive Director shall be subject to discharge during the term of this contract for just cause under NCWEDD policy.
- b. *End of Contract*: The contract terminates upon the conclusion of the term as identified in Section 6 herein.
- c. *Unilateral Termination*: The CDRPA may terminate the contract with NCWEDD, upon the affirmative vote of the majority of the Board. In the event of such termination, the CDRPA and the NCWEDD will mutually agree on acceptable explanatory statements.
- d. *Incapacity*. In the event the assigned Executive Director is unable to fulfill the Executive Director duties due to retirement, death, or disability, the CDRPA would assign another qualified staff member to fulfill the Agreement unless mutually agreed upon to terminate the Agreement.

8. Relationship of Parties: This Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between NCWEDD and the CDRPA for any purpose. The NCWEDD has no authority (and shall not hold out as having authority) to bind the CDRPA and NCWEDD shall not make any agreements or representations on the CDRPA's behalf without the CDRPA's prior written consent.

Without limiting the above paragraph, the Executive Director will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the NCWEDD to its employees, and the NCWEDD will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on behalf of the Executive Director. The NCWEDD shall be responsible for, and shall indemnify the CDRPA against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged in connection with the performance of the Services shall be NCWEDD employees or contractors and NCWEDD shall be fully responsible for them and indemnify the CDRPA against any claims made by or on behalf of any such employee or contractor.

9. Hold Harmless: Each party shall defend, indemnify, and hold harmless the other party, its current and former affiliates, its and their respective current and former officers, directors, employees, representatives, and the successors and assigns, from and against any and all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) associated with or incurred as a result of any claim, action, or proceeding brought by a third party arising out of or relating to (i) any breach of such party's representations, warranties, covenants and obligations under this Agreement; (ii) such Party's gross negligence or willful misconduct in performing its obligations under this Agreement; or (iii) such Party's failure or alleged failure to comply with all applicable laws; provided each Party shall promptly notify the other Party in writing of any such claim, action or proceeding, promptly give the other Party the opportunity to assume sole control of the defense or settlement of such claim, action or proceeding and give the other Party all necessary information and assistance (at the other Party's sole expense) in connection with such defense and settlement. Either Party shall have the right to retain counsel and participate in such defense or settlement. Neither Party shall settle any matter subject to indemnification without the prior written consent of the other Party; provided, however, that such consent shall not be required if the settlement will not impose any restriction or liability on the other Party that is not fully discharged.

10. Complaints and Criticisms: The NCWEDD's Board, individually and collectively, will promptly refer to the Executive Director all criticisms, complaints, and suggestions called to the NCWEDD's Board attention for study, recommendation, and/or action as needed.

11. Evaluation: The NCWEDD Board Chair and another NCWEDD Board Member will meet regularly with the Executive Director on a scheduled basis for review of the goals, progress on the strategic plan goals, and for communicating NCWEDD needs and happenings.

12. Professional Development: The Executive Director shall attend appropriate and relevant professional development meetings, trainings, and conferences at the local and state level and the NCWEDD shall directly pay for registration and travel costs.

13. Savings Clause: If, during the term of this Agreement, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such ruling shall remain in force.

14. Entire Agreement: This contract represents the total agreement between the Parties regarding the employment of an Executive Director between the CDRPA and the NCWEDD and there are no verbal agreements which modify the terms.

15. Assignment: The NCWEDD shall not assign any rights or delegate or subcontract any obligations under this Agreement without the CDRPA's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

16. Governing Law, Jurisdiction and Venue. This Agreement has been executed in the state of Washington and shall be governed in accordance with the laws of the state of Washington in every respect and other applicable laws, rules and regulations. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in Chelan County, Washington.

17. Counterparts: This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. Headings. Paragraph headings and numbers have been inserted for convenience reference only. If there shall be any conflict between any such headings or numbers and the text of this Agreement, the text shall control.

19. Exclusive Terms: This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior contracts, agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. This Agreement shall not be modified, amended, altered, or supplemented except by agreement in writing duly executed by both of the parties hereto.

20. Public Records: The CDRPA is a public agency as defined by the Public Records Act (Ch. 42.56 RCW). Records, the contents of which that are not otherwise declared by law to be exempt, are public and are subject to inspection and copying by any person. In the event a request for this Agreement is made under the Public Records Act, NCWEDD agrees that this Agreement may be released in response to the request.

BY SIGNING THE FOREGOING AGREEMENT, NCWEDD AND THE CHELAN DOUGLAS REGIONAL PORT AUTHORITY AGREE TO ITS TERMS.

Dated this _____ day of October, 2023 at _____, Washington

**NORTH CENTRAL WASHINGTON
ECONOMIC DEVELOPMENT DISTRICT**

**CHELAN DOUGLAS REGIONAL PORT
AUTHORITY**

Matthew Pleasants, Board Chair

Jim Kuntz, CEO

EXHIBIT A

Chelan Douglas Regional Port Authority NCWEDD Pass-Through Wage Rate for Executive Director Services

NCWEDD Hourly Rate		\$32.00
FICA & Medicare	7.65%	\$2.45
L&I		.23
SUI	0.24%	0.08
EAF	0.03%	0.01
TOTAL REIMBURSEMENT AMOUNT		\$34.77/Hour

Memo

To: Board of Directors

From:  Jim Kuntz

Date: October 5th, 2023

Re: Purchase and Sale Agreement – Addendum No. 1 – John and Patsy Ford Property in Malaga

As part of the Malaga Water Infrastructure improvements, a water reservoir location needs to be acquired. We have been working with the Fords on property they own in Malaga. Initial engineering studies indicate the Ford location would work.

During the initial site layout phase, we have worked with the Fords in altering the access road into the property and the location of the water reservoir area.

An addendum is needed to the original Purchase and Sale Agreement, which contains a host of contingencies. The Fords are requesting we waive all contingencies by January 15th, 2024 and proceed to closing. They are also requesting \$75,000 per acre price for the approximately 4.2 acres we need to purchase. We also need to acquire an easement on .06 acres.

Will provide additional details at Tuesday's meeting.

ADDENDUM NO. 1 TO PURCHASE AND SALE AGREEMENT

THIS ADDENDUM NO. 1 TO PURCHASE AND SALE AGREEMENT (“Addendum”) is entered into this date by and between John Ford III and Patsy Ford, husband and wife (“Seller”), and the PORT OF CHELAN COUNTY, a Washington municipal corporation (“Purchaser”), sometimes collectively referred to as the “Parties.”

RECITALS

- A. The Parties entered into a Purchase and Sale Agreement dated February 28, 2023 (the “Agreement”) for Purchaser’s purchase of real property located at Malaga, Washington and legally described in the Agreement (the “Property”).
- B. The Parties agree that Purchaser timely exercised its right to extend the Review Period as set forth in the Agreement.
- C. The Parties have been working closely to evaluate the location of the desired water system improvements and the ultimate configuration of the property to be acquired. The Parties desire to further extend the feasibility and related deadlines set forth in the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in recognition of the foregoing Recitals and in light of the mutual promises, covenants, and conditions set forth below and other good and valuable consideration, the Parties agree as follows:

AGREEMENT

- 1. The Recitals set forth above are incorporated herein by this reference as if set forth in full as binding commitments of the Parties.
- 2. The Parties hereby agree to further extend the Review Period as defined in Paragraph 9.1 of the Agreement through January 15, 2024. The Parties agree that the contingencies set forth in Paragraphs 9.3 and 9.4 shall also expire on January 15, 2024 and that the Waiver described in Paragraph 9.1 shall also apply to Paragraphs 9.3 and 9.4. If the Waiver is not provided by January 15, 2024, then this Agreement shall terminate and be of no further force or effect, and any remaining earnest money on deposit with the Escrow Agent shall be refunded to Purchaser.
- 3. The Parties agree that the purchase price for the Property shall be based on \$75,000 per-acre as ultimately determined by a survey of the Property. Section 3.1 of the Agreement is hereby amended to reflect the new per-acre purchase price.
- 4. An access and utility easement will cross property owned by the Seller to provide access to the Property. The easement area is in addition to the Property. The Parties agree that the

purchase price for the easement area shall be based on the same per-acre price as set forth in Section 3 of this Addendum regarding the purchase of the Property (i.e. \$75,000 per acre for the easement area). Please see Section 7 of this Addendum below regarding the attached Exhibit "X", which is incorporated herein by this reference. Exhibit "X" depicts the Property to be acquired and the access and utility easement to be granted at closing. During the Review Period, the Parties agree to negotiate an access and utility easement in a form that is acceptable to the Malaga Water District.

5. With regard to the closing date, the Parties hereby agree as follows: (a) the date for closing set forth in Paragraph 11 of the Agreement is extended until no later than January 31, 2024; and (b) the extensions to closing provided for in Paragraph 9.5 of the Agreement no longer apply.

6. The Purchaser deposited \$25,000 in earnest money with the Escrow Agent, of which \$10,000 has been released to Seller pursuant to Paragraph 2.1 of the Agreement. The Parties agree that \$7,500 (representing one-half of the remaining earnest money on deposit with the Escrow Agent) shall be released to Seller as additional consideration for this Addendum and be subject to the same terms and conditions as Paragraph 2.1 of the Agreement (i.e. non-refundable except in the event of a default by Seller).

7. The property configuration anticipated by Paragraph 9.2 of the Agreement has been agreed upon by the Parties and is attached hereto as Exhibit "X", and incorporated herein by this reference. In other words, the Parties agree that the Site Contingencies set forth in Paragraph 9.2 of the Agreement have been satisfied and that Exhibit "X" attached hereto shall replace Exhibit "A" attached to the Agreement (as anticipated by Paragraph 9.2 of the Agreement).

8. The Parties agree that the contingency set for the Paragraph 9.5 of the Agreement has been struck and replaced with Sections 9 and 10 of this Addendum.

9. The Seller requests the Purchaser to process a boundary line adjustment consistent with Exhibit "X", which shall occur at Purchaser's sole cost and expense. The boundary line adjustment shall be recorded immediately upon approval by Chelan County, which is anticipated to occur in 2023 (i.e. prior to closing). Seller agrees to sign all documents necessary to submit and process the boundary line adjustment. If the boundary line adjustment is not recorded with the Chelan County Auditor by December 31, 2023, then the Agreement shall terminate and be of no further force or effect between the Parties and any remaining earnest money on deposit shall be refunded to Purchaser. Closing is expressly contingent upon Chelan County allowing for the creation of the Property as a legal lot of record for utility purposes only so that the deed for the Property can be recorded at closing. This Agreement shall terminate and be of no further force or effect if the County does not recognize the Property as a legal lot of record at or before Closing and any remaining earnest money on deposit with the Escrow Agent shall be refunded to Purchaser.

10. The Seller agrees to cooperate and support a conditional use permit application to be submitted by the Purchaser and Malaga Water District associated with the reservoirs, related water system improvements, and access road to be constructed by the Purchaser, or the Malaga Water District on the Property and the access easement referenced above and generally depicted on Exhibit "X" (which construction shall not occur until after closing). Seller agrees to sign any and all necessary applications and related documents to commence and process the conditional use permit application. The Seller agrees that the obligation to cooperate and support the conditional use permit shall survive the closing of the transaction described in the Agreement and this Addendum.

11. Except as modified by this Addendum, the Parties hereby affirm and ratify all terms and conditions of the Agreement. In the event of a conflict between the terms of the Agreement and this Addendum, the terms and conditions associated with this Addendum shall control.

SELLER:

PURCHASER:

PORT OF CHELAN COUNTY

John L. Ford III

James M. Kuntz, Executive Director

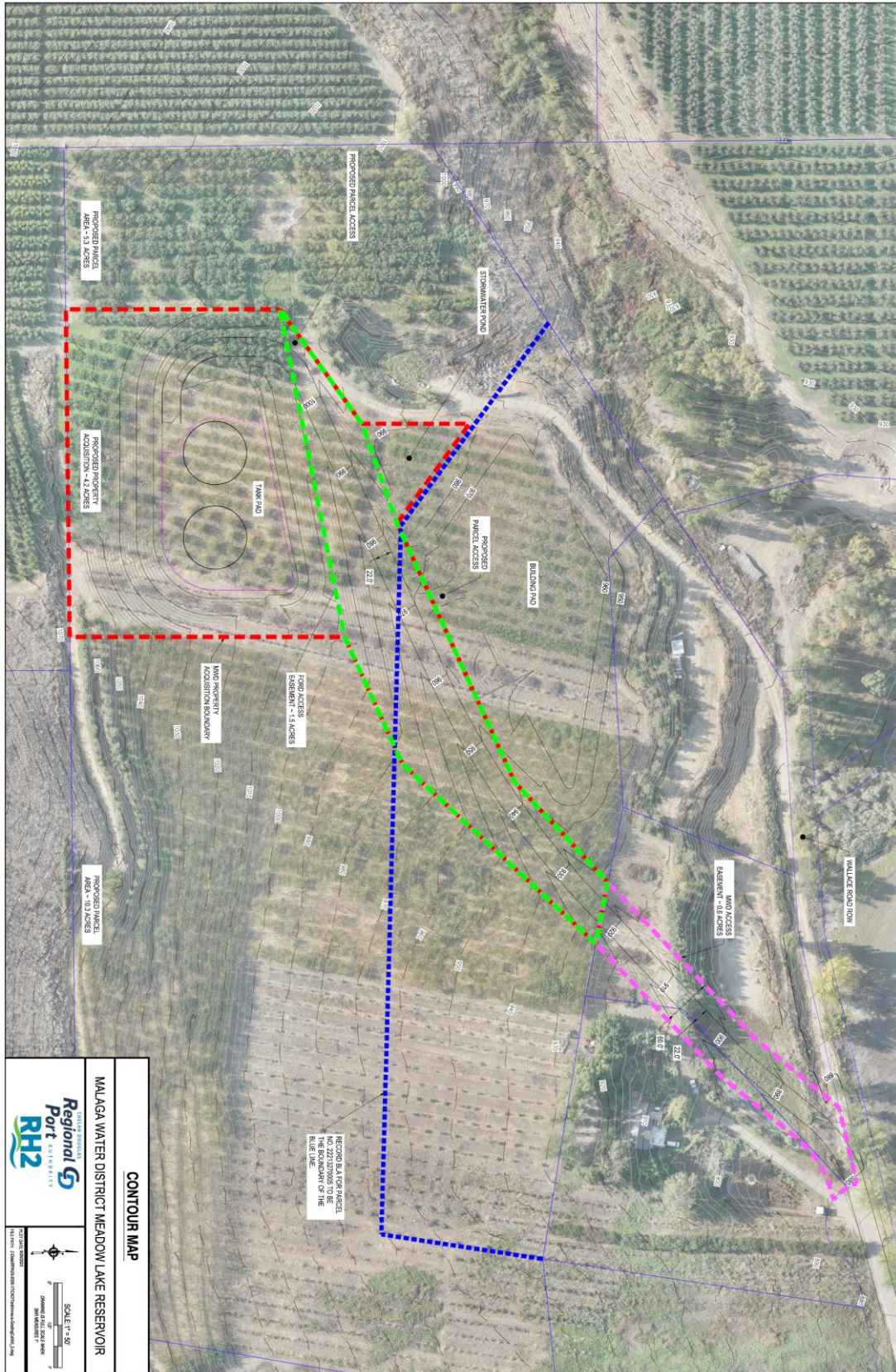
Dated: _____

Dated: _____

Patsy L. Ford

Dated: _____

EXHIBIT "X"



Memo

To: Board of Directors
From: Monica Lough
cc: Jim Kuntz
Date: October 10, 2023
Re: NCESD Lease Renewal

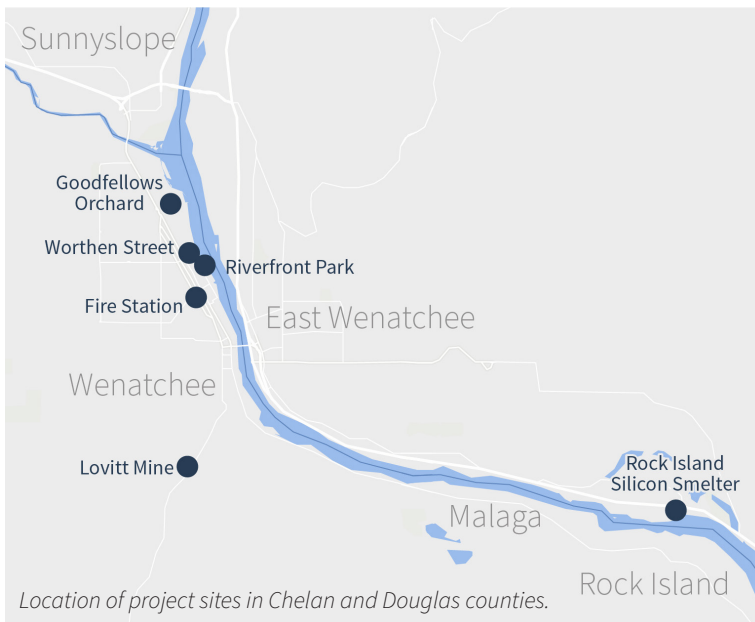
North Central Educational Service District has been a long-term tenant leasing 8,193 square feet of the 3306 Building in Pangborn Business Park. Their current lease, including extensions, expires as of December 31, 2023. Current rent is \$7,040.49 per month, or \$0.859 per square foot monthly. Staff is negotiating terms of a lease extension as follows:

- Commencing January 1, 2024 and ending December 31, 2024, with two one-year extensions
- \$7,251.70 per month (\$0.885 per square foot), with an annual 3.0% increase

Staff is requesting approval of the terms of the Lease Renewal with North Central Educational Service District.



Drilling at Riverfront Park along the Columbia River.



Grant Purpose

In 2020, the Chelan Douglas Regional Port Authority, the City of Wenatchee, and the City of Rock Island (referred to as the Coalition Group) were awarded a Coalition Brownfields Assessment Grant from the Environmental Protection Agency. The purpose of the grant was to conduct environmental and planning assessments to enable redevelopment of brownfield properties. Brownfields are underused land with known or perceived contamination.

Project Activities

Over the last three years, the environmental consulting firm, Maul Foster & Alongi, Inc. (MFA), has assisted the Coalition Group in completing work at six properties, with historical property uses including orchards, smelting, and ore processing. Grant funds were used for the following actions:

- Due diligence for property acquisitions
- Assessment of environmental contamination
- Cleanup action planning
- Identification of redevelopment opportunities

Contact Us

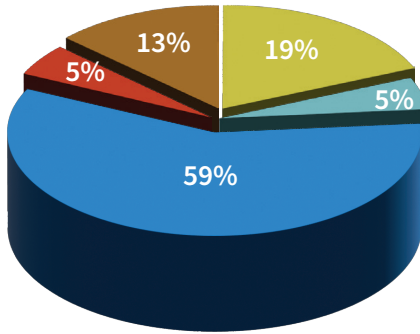
General contact: Stacie De Mestre, CDRPA, 509-884-4700, stacie@cdrpa.org

Fire Station and Riverfront Park: Laura Gloria, City of Wenatchee, 509-888-3616, lgloria@wenatcheewa.gov

Environmental consultant: Amanda Bixby, MFA, 360-635-8371, abixby@maulfoster.com

Funding Usage

- Public Outreach and Programmatic (19%)
- Phase I Environmental Site Assessment (5%)
- Phase II Environmental Site Assessment (59%)
- Cleanup Planning (5%)
- Redevelopment Planning (13%)



Project	Phase I ESA	Phase II ESA	Cleanup Planning	Redevelopment Planning
Fire Station Adaptive Reuse		✓	✓	
Goodfellows Orchard		✓	✓	✓
Lovitt Mine	✓			
Riverfront Park	✓	✓	✓	✓
Rock Island Silicon Smelter				✓
Worthen Street		✓		

Summary of grant activities completed for each property.



Historic fire station building on South Chelan Avenue in Wenatchee, Washington. Photograph provided by the City of Wenatchee.

Due Diligence

Assessment of brownfield properties often begins with due diligence activities, referred to as Phase I environmental site assessments (ESAs) to support potential property acquisitions. Phase I ESA activities included:

- Regulatory and historical record reviews
- Interviews with property representatives
- Site walks to identify potential contamination

Environmental Sampling

If contamination was suspected on a property following a Phase I ESA, a Phase II ESA was developed to investigate soil, groundwater, and/or vapor for potential contamination from current or historical operations. In some cases, suspected contamination concerns identified during the Phase I ESA process were ruled out by the sampling in the Phase II ESA process; in others, contamination was confirmed. Once contamination on a property was identified, cleanup plans were developed in compliance with regulatory standards and were compatible with planned property reuse.

Hazardous Building Materials

In addition to evaluating contamination in the natural environment, some brownfield properties contained buildings slated for demolition or renovation that contained potentially hazardous building materials. Hazardous building material surveys were conducted to assess the presence of asbestos-containing material and lead-based paint and to support cleanup planning. Detailed reports were compiled documenting hazardous building materials to guide contractors during future building renovations.

Redevelopment Planning

Redevelopment planning stages for brownfield properties included existing conditions evaluations, market analyses, and development of funding strategies for property acquisition. Reuse planning supported the proposed redevelopment of brownfield properties into the following:

- Residential housing
- Office space
- Retail space, including restaurants



Rates & Charges

Rates Effective January 1, 2023 – December 31, 2023

**Approved by the
Chelan Douglas Regional Port Authority Board of Directors
on October 25, 2022.**

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PANGBORN MEMORIAL AIRPORT

FBO Services

Service	Price	Per/unit
100LL	Market	per gallon
Jet A	Market	per gallon
Prist	\$ 0.07	per gallon of fuel
Deicing Service Fee	\$ 50.00	per aircraft
Deicing Fluid	\$ 25.00	per gallon
After Hours Call Out Fee	\$ 65.00	per hour (1 hour minimum; see note below)
Oxygen Service Fee	\$ 100.00	per aircraft
Oxygen Service Fee	\$ 50.00	portable bottle
Lavatory Service Fee	\$ 65.00	per aircraft (empty & fill)
Lavatory Fill	\$ 45.00	per aircraft
Catering Fee	\$ 50.00	plus actual costs & call out fee if applicable
Aircraft Interior Vacuum	\$ 65.00	per hour
Crew Car	\$ 20.00	1 hour use, waived with fuel purchase
Coffee	\$ 5.00	per pot
Ice	\$ 1.00	per bag
Linens/Dishes	\$ 25.00	per service
Axillary Power Unit (GPU)	\$ 50.00	for first hour, \$25 each additional hour
Pilot Supplies	Market	market price
Across Field Towing Service	\$ 50.00	each way

Note: Plus Applicable Taxes

After Hours Note: After Hours Call Out Fee applies to anytime outside the hours of 8:00 AM to 6:00 PM, seven days a week, excluding federal holidays. The Airport reserves the right to alter these hours.

PANGBORN MEMORIAL AIRPORT

Aviation Ramp Parking Fees

Aircraft Type	Ramp Fee (per day)	Minimum Fuel Purchase to Waive Ramp Fee (gal.)	Overnight Fee (per night)
Helicopter (Avgas/Jet A)	\$ 10.00	15 (or top off)	\$ 5.00
Single Engine Piston (Avgas) - Aircraft under 4,000 lbs. MTOW	\$ 10.00	15 (or top off)	\$ 5.00
Multi-Engine Piston (Avgas) - Aircraft 4,000 lbs. or over MTOW	\$ 20.00	40 (or top off)	\$ 5.00
Single Engine Turbo Prop (Jet A) - Aircraft under 9,000 lbs. MTOW	\$ 20.00	75	\$ 10.00
Multi-Engine Turbo Prop (Jet A) - Aircraft 9,000 lbs. or over MTOW	\$ 35.00	100	\$ 15.00
Light Jet (Jet A) - Aircraft under 17,000 lbs. MTOW	\$ 35.00	100	\$ 20.00
Medium Jet (Jet A) Aircraft between 17,001 and 25,000 lbs. MTOW	\$ 60.00	300	\$ 25.00
Super Medium Jet (Jet A - Aircraft between 25,001 and 35,000 lbs. MTOW	\$ 80.00	350	\$ 30.00
Large Jet (Jet A) - Aircraft between 35,001 and 60,000 lbs. MTOW	\$ 100.00	400	\$ 35.00
Heavy Jet (Jet A) - Aircraft over 60,000 lbs. MTOW	\$ 150.00	450	\$ 50.00

Note: Plus Applicable Taxes

PANGBORN MEMORIAL AIRPORT

Hangar & Tie Down Lease Rates

Pangborn Flight Center

Monthly Rates (5% Increase)

Hangar	Lease Rate	
Tee Hangars A & B	\$ 215.00	per month (16 UNITS)
Tee Hangar B-13	\$ 233.00	per month
Tee Hangar C	\$ 227.00	per month (8 UNITS)
Tee Hangars C-17 & C-24	\$ 271.00	per month
Tee Hangar D	\$ 271.00	per month (7 UNITS)
Tee Hangar H	\$ 196.74	per month (7 UNITS)
Tee Hangars H-1 & H-10	\$ 232.50	per month
Hangar 3734	\$ 468.00	per month
Hangar 3738	\$ 513.00	per month
Storerooms	\$ 70.00	per month (6 UNITS)
Tie-Down Lease	\$ 67.00	per month
Fed Ex Hangar Bay - Suite A	To be Determined	to be added in 2024
Fed Ex Hangar Bay - Suite B	To be Determined	to be added in 2024

Note: Plus Applicable Taxes

PANGBORN MEMORIAL AIRPORT

Pangborn Flight Center

T-Hangar Nightly Rates 5% Increase

Aircraft Type	Single-engine piston	Multi-engine piston or Turbo Prop	Light Jet Aircraft under 17,000 lbs. MTOW	Medium Jet Aircraft between 17,001 and 35,000 lbs. MTOW	Large Jet Aircraft over 35,001 lbs. MTOW
Nightly/Daily Rate	\$ 26.00	\$ 26.00	N/A	N/A	N/A

Note: Plus Applicable Taxes. See "Aircraft Liability Insurance Coverage Minimums" for insurance requirements. Subject to space availability.

Executive Flight

Hangar Rates (10% Increase)

Aircraft Type	Single-engine piston	Multi-engine piston or Turbo Prop	Light Jet Aircraft under 17,000 lbs. MTOW	Medium Jet Aircraft between 17,001 and 35,000 lbs. MTOW	Large Jet Aircraft over 35,001 lbs. MTOW
Monthly Rate	\$ 385.00	\$ 660.00	\$ 1,650.00	\$ 2,420.00	\$ 3,300.00
Nightly/Daily Rate	\$ 165.00	\$ 165.00	\$ 165.00	\$ 330.00	\$ 550.00

Rate includes the following services: Ground handling, refueling, and Ground Power Unit (GPU) usage, plus applicable taxes and fees. Subject to space availability.

Aircraft Liability Insurance Coverage Minimums

Aircraft Type	Multi- or Single-engine piston	Turbo Prop	Light Jet Aircraft under 17,000 lbs. MTOW	Medium Jet Aircraft between 17,001 and 35,000 lbs. MTOW	Large Jet Aircraft over 35,001 lbs. MTOW
Minimum Coverage	\$1 million	\$2 million	\$20 million	\$25 million	\$25 million

Insurance coverage required on all monthly aircraft lease agreements. Minimum coverage includes combined single limit bodily injury (including pax. liability and death) and property damage liability.

Annual Pre-Payments

Annual pre-payment of hangar and tie-down leases will be discounted by 5% if payment for the year is received by January 31st.

PANGBORN MEMORIAL AIRPORT

Airfield Charges

Landing Fees

Year	Rate per 1,000 pounds
2023	\$ 1.10
2024	\$ 1.15
2025	\$ 1.20
2026	\$ 1.25

Applies to revenue and transient flights with Maximum Gross Landing Weight over 12,500 pounds. Plus Applicable Taxes.

Fuel Flowage Fees

Year	Rate per Gallon
2023	\$ 0.08
2024	\$ 0.09
2025	\$ 0.10
2026	\$ 0.11

Applies to non Regional Port owned fuel. Plus Applicable Taxes.

Terminal Building Aviation Ramp: Wastewater Collection & Treatment

Base Month Ready to Serve Charge Without Any Discharge
\$335.34 Per Month Divided by Number of Commercial Air Service Carriers
Monthly Treatment Fees
Billed to Commercial Air Service Carriers based on their published landing schedule for the month the treatment service was provided (percentage of published landings).
Adjustment to Fee Schedule
Pangborn Airport does not collect a processing fee for managing the bill. However, all costs charged by the Douglas County Sewer District will be passed along to the users of the Aviation Ramp as the Sewer District adjusts their rates and charges from time to time.

PANGBORN MEMORIAL AIRPORT

Badge Fees

Type	AOA	SIDA
New Badge	\$ 12.00	\$ 12.00
Badge Renewal	\$ 6.00	\$ 6.00
Fingerprint Fee (In Addition to New/Renewal Charge)	N/A	\$ 72.00
Lost/Stolen (Immediately Reported)	\$ 60.00	\$ 60.00
Failure to Renew/Failure to Return Fee	\$ 120.00	\$ 120.00
Failure to Promptly Report Lost Badge or Cancellation	\$ 120.00	\$ 120.00

Badge Types:

AOA – Airport Operations Area (Regular & Routine Access)

SIDA – Security Identification Display Area

PANGBORN MEMORIAL AIRPORT

Terminal Parking Fees

Type	Rate Per 24 Hours
Short Term Parking	\$ 13.00
Long Term Parking	\$ 10.00
Long Term Parking - Economy Lot	\$ 7.00

Extended Stay Parking - Monthly	Rate
Non-Airline Related	\$ 150.00
Airline Related	\$ 50.00
Oversized Parking	\$ 125.00

Note: Plus Applicable Taxes.
Month-to-Month Parking Agreements available upon request.

Ticket Fee Schedule	Rate
Daily Non-Payment Fee + Cost of Parking	\$ 10.00
Non-Payment Fee after 15 days	\$ 25.00

PANGBORN MEMORIAL AIRPORT

Terminal Building Rates: General

Type	Rate	
Car Rental Service Desk	\$ 33.43	per sq. ft. per year (plus 10% of gross receipts) 5% Increase
Café	\$ 350.00	per month
Terminal Office Space	\$ 37.64	per sq ft. per year 5% Increase
Car Wash Facility	\$ 750.00	per month (non-exclusive use)
Commercial Vehicles	\$ 25.00	Application fee plus per passenger charge
Hotel Courtesy Shuttles	\$ 25.00	Application fee only
Commercial Shuttles Passenger Charge	\$ 2.00	per passenger picked up or dropped off
Taxis/Other Passenger Charge	\$ 1.00	per trip picked up or dropped off
Advertising	Varies	please inquire about available advertising space

Note: Plus Applicable Taxes. Commercial Shuttles have capacity of 7 or more passengers. Taxis/Other vehicles have capacity of 6 or less passengers.

PANGBORN MEMORIAL AIRPORT

Terminal Building Rates: Airlines

Signatory Airlines

2023 & 2024 Proposed Rates
 Subject to consultation with airlines.

Exclusive Area	Annual Lease Rate - Per Sq. Ft.	
	2023	2024
Ticketing, Baggage, & Office Areas	\$ 10.00	\$ 12.00
Ground Equipment Storage Area	\$ 5.00	\$ 7.50
Non Exclusive Area		
Passenger Holding Area Pre-Screening	\$ 5.00	\$ 7.50
Passenger Screening Area	\$ 5.00	\$ 7.50
Passenger Holding Area	\$ 5.00	\$ 7.50
Baggage Claim Area	\$ 5.00	\$ 7.50

Note: Plus Applicable Taxes

Non-Signatory Airlines

Per Turn Fee of \$500 and \$26.79 per sq. ft. for exclusive use areas in terminal building.

Incentive Program: New Commercial Air Service to New Destination

Landing fees waived for a period of two years.
Fuel flow fees waived for a period of two years.
For signatory airlines rent for non-exclusive use areas will be waived for a period of two years. For non-signatory airlines the per turn fee will be waived for two years. Excludes ticketing, baggage, office, and ground equipment storage areas.
The Regional Port will consider offering ground handling services for a fee.
The Regional Port will provide marketing funds to support new service in the amount of \$50,000 over a 12-month period.

PANGBORN MEMORIAL AIRPORT

GA Terminal Building Rates

Rates will be determined upon completion of GA Terminal Building.

Non-Aeronautical Buildings

Address	Square Footage	Annual Rate
3835 8th St SE	3,300	\$9.04 per sq. ft. per year
3351 2nd St SE	2,300	\$10.83 per sq. ft. per year (3/1/22 - 2/28/23)
		\$11.15 per sq. ft. per year (3/1/23 - 2/28/24)
3355 2nd St SE	3,600	\$11.80 per sq. ft. per year (6/1/22 - 5/31/23)
		\$11.90 per sq. ft. per year (6/1/23 - 5/31/24)
3800 Airport Way #1	3,000	\$10.57 per sq. ft. per year (non-aeronautical rate)
3800 Airport Way #2	3,250	\$3.03 per sq. ft. per year (aeronautical rate)

Note: Plus Applicable Taxes

Land Leases (3% Increase)

Type	Annual Rate Per Sq. Ft.
Pangborn Business Park	\$ 0.36
Aviation Ground	\$ 0.33

Note: Plus Applicable Taxes

Executive Hangar Site Development

- Land lease rate starting at \$0.35 per sq. ft. per year plus State Leasehold Tax. Lease rates go up yearly per CPI.
- Capital Facility Charge applies – please inquire for more information.

MANSFIELD AIRPORT

Lease Rates

Type	Rate	
Tie-Down Lease	\$ 10.00	per month
Tie-Down Transient	\$ 2.00	per night
Aviation Ground Lease	\$ 0.07	annual per SQFT
Divided Site	\$ 0.09	annual per SQFT
Authorization to Do Business	\$ 150.00	annual fee

Note: Plus Applicable Taxes

Hangar Rates

Hangar Site Number	Dimension	Square Feet	Annual Lease Rate
H1	76 x 505	38,361	\$ 2,685.27
H2	100 x 155	15,500	\$ 1,085.00
H3	100 x 155	15,500	\$ 1,085.00
H4	100 x 155	15,500	\$ 1,085.00
H5	130 x 155	20,150	\$ 1,410.50
H6	80 x 150	12,000	\$ 840.00
H7	80 x 150	12,000	\$ 840.00
H8	80 x 170	13,600	\$ 952.00
H9	80 x 170	13,600	\$ 952.00
	50' x 70'	3,500	\$ 315.00
	50' x 76'	3,920	\$ 352.80

Sites H6 & H7 can be divided into 3 50' x 70' hangar sites each

Sites H8 & H9 can be divided into 3 56' x 70' hangar sites each

To divide the sites a taxiway would have to be created to provide access to the runway.

The cost would be divided by 6 and paid by the tenants as the sites were leased.

Note: Plus Applicable Taxes

WATERVILLE AIRPORT

Lease Rates

Type	Rate	
Tie-Down Lease	\$ 25.00	per month
Tie-Down Transient	\$ 2.00	per night
Aviation Ground Lease	\$ 0.10	annual per sq. ft. or FMV
GA Hangar Space	\$ 100.00	per month
Authorization to Do Business	\$ 200.00	annual fee

Note: Plus Applicable Taxes

Hangar Rates

Hangar Site	Dimension	Square Feet	Annual Lease Rate
H1	58 x 72.5	4,205	\$ 482.03
H2	54 x 72.5	3,915	\$ 391.50
H3	54 x 72.5	3,915	\$ 391.50
H4	58 x 72.5	4,205	\$ 482.03
H5	58 x 72.5	4,205	\$ 482.03
H6	55 x 72.5	3,988	\$ 398.75
H7	55 x 72.5	3,988	\$ 398.75
H8	58 x 72.5	4,205	\$ 482.03
H9	58 x 72.5	4,205	\$ 482.03
H10	55 x 72.5	3,988	\$ 398.75
H11	55 x 72.5	3,988	\$ 398.75
H12	58 x 72.5	4,205	\$ 482.03
H13	70 x 75	5,250	\$ 525.00
H14	63 x 75	4,725	\$ 472.50
H15	60 x 75	4,500	\$ 450.00
H16	60 x 75	4,500	\$ 450.00
H17	50 x 75	3,750	\$ 375.00
H18	50 x 75	3,750	\$ 375.00
H19	50 x 75	3,750	\$ 375.00

Note: Plus Applicable Taxes

Parcels Hangar	Rate	
Suite A (48' x 58')	\$ 400.00	per month
Suite B (48' x 38')	\$ 300.00	per month
Entire Building	\$ 650.00	per month

Note: Plus Applicable Taxes. Published rate is the minimum amount charged per hangar site. For existing leases, rates will be adjusted as allowed by lease terms.

CONFLUENCE TECHNOLOGY CENTER

Video Conferencing Center

Meeting Rooms		
Rates include setup & clean up		
Type	Half Day	Full Day
Single Meeting Room	\$ 321.00	\$ 583.00
Double Meeting Room	\$ 641.00	\$ 1,166.00
Quad Meeting Room	\$ 1,282.00	\$ 2,331.00
Executive Board Room	\$ 298.00	\$ 595.00
Small Conference Room	\$ 170.00	\$ 340.00

Other Spaces		
Exclusive Use		
Type	Rate Per Hour	
Indoor Patio	\$	38.00
Kitchen	\$	38.00

Staff Fees		
One hour minimum Tech Fee for all meetings using technology		
Type	Rate Per Hour	
Staff (Outside 8-5, M-F)	\$	34.00
Technician (8-5, M-F)	\$	77.00
Technician (Outside 8-5, M-F)	\$	111.00

Advanced Services (5% Increase)

Type	Service Fee	Recurring Fee	Video Tech Fee
Audio Conference	\$ 38.00	n/a	n/a
Basic Virtual Meeting (no cameras)	\$ 38.00	n/a	n/a
Static Virtual Meeting (static camera view)	\$ 74.00	\$ 38.00	n/a
Advanced Virtual Meeting (camera operator)	\$ 74.00	\$ 38.00	Yes
Audio Recording	\$ 74.00	n/a	n/a
Audio/Content Recording	\$ 108.00	n/a	n/a
Audio/Static Video Recording	\$ 216.00	n/a	n/a
Audio/Video Recording	\$ 108.00	n/a	Yes
Audio Visual Equipment - Included in Facility Contract			

Beverage Services

Capacity	Half Day	Full Day
Up to 50 guests	\$ 40.00	\$ 80.00
51-100 guests	\$ 80.00	\$ 160.00
101-150 guests	\$ 160.00	\$ 320.00
151-200 guests	\$ 320.00	\$ 480.00

Note: Plus Applicable Taxes

Full Day: M-F, between 8:00AM – 5:00PM and 5 or more hours

Half Day: M-F, 8:00AM – 12:30PM or 12:30PM – 5:00PM

After Hours: Anytime outside of M-F 8:00AM – 5:00PM

20% Discount on Room Rental Fees for CTC Building Tenants, Educational, Governmental & Non-profits entities

Office Leases

Confluence Technology Center - Office Leases		
Base Rate per Sq. Ft.		
Suite	2023	2024
Confluence Technology Center	\$ 25.00	\$ 25.00
Confluence Technology Center - South (IB3)	\$ 25.00	\$ 25.00

CHELAN AIRPORT

Type	Monthly Rate
Open Field Storage	\$ 55.00
Bay Storage	\$ 80.00

Note: Plus Applicable Taxes

Important Note

The Regional Port reserves the right to review and adjust all rates on an annual basis. For leased space that requires Regional Port investments, the Regional Port reserves the right to negotiate lease rates with the tenant.

Memo

To: Board of Directors

From: Stacie de Mestre

Date: October 5, 2023

Re: Second Amendment to Microsoft Phase I Development and Reimbursement Agreement

The Microsoft Phase I Development and Reimbursement Agreement was executed on June 24, 2022. The scope of work and budget were based off of RH2 technical memos dated June 8, 2022 and May 17, 2022. Many assumptions on design criteria, schedule, and property acquisition were made in the technical memos. Over the past year the projects have evolved, schedules have changed, and scopes have been refined. Staff wanted to memorialize the progress and changes with Microsoft via an Amendment.

Please see attached for the Second Amendment to Microsoft Phase I Development and Reimbursement Agreement. In summary the amendment:

- Does not change the overall project budget cap
- Updates the budget based on incurred and committed costs to date
- Clarifies and phases the completion deadline(s)
- Adds permitting to the reservoir site geo-tech scope
- Breaks out Production Well #2 into a separate line item
- Updates the map for all Malaga Water System Improvements

Since the overall agreement amount is not changing, Board approval is not required.

SECOND ADDENDUM TO PHASE 1 DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS SECOND ADDENDUM TO PHASE 1 DEVELOPMENT AND REIMBURSEMENT AGREEMENT (“Second Addendum”) is made this date by and between the Chelan Douglas Regional Port Authority (“CDRPA”), and Microsoft Corporation, a Washington corporation (“Developer”), sometimes collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

- A. Effective June 24, 2022, the Parties entered into the Phase 1 Development and Reimbursement Agreement (the “Agreement”). The Parties subsequently entered a First Addendum to Phase 1 Development and Reimbursement Agreement amending Section 4 of the Agreement. The Agreement and the First Addendum are collectively referred to herein as the “Agreement”.
- B. All defined terms in this Second Addendum shall have the same meaning as set forth in the Agreement.
- C. The Parties desire to amend the Agreement to reflect the status of the Phase 1 Improvements.

AGREEMENT

Now therefore, in light of the above Recitals, which are incorporated herein by this reference as part of the agreement of the Parties, and in consideration of the mutual covenants set out below, the Parties agree as follows:

- 1. Tech Memo. The Agreement incorporates and relies on prior Technical Memoranda prepared by RH2 Engineering, attached as Exhibits “A” and “B” to the Agreement (collectively, the “Prior Tech Memos”). Attached to this Second Addendum as Exhibit “X” is an updated Technical Memorandum prepared by RH2 Engineering dated September 12, 2023 (“Updated Tech Memo”). The Parties agree that (a) in the event of a conflict between the Updated Tech Memo and the Prior Tech Memos, that the information contained in the Updated Tech Memo shall control; and (b) in the event of a conflict between the Agreement and this Second Addendum, the terms and conditions of this Second Addendum shall control. Project numbers used in Exhibit “X” or in this Second Addendum correspond to the Project numbers identified in the Updated Tech Memo.
- 2. In light of the Updated Tech Memo, the Parties agree the Agreement is modified and updated as follows:
 - a. With regard to Projects 1 and 2, a single test well has been completed but not yet tested, rather than two test wells as originally contemplated by the Parties.

The CDRPA shall continue to seek agreements, yet to be negotiated, with private or public property owners for the placement and testing of a second test well.

- b. With regard to Projects 3A and 3B, the locations for the reservoir identified in the Prior Tech Memos did not work, for a variety of reasons. The CDRPA located and has real property interests for a new reservoir site under contract to purchase (commonly referred to as the "Ford Property"). The purchase of the Ford Property is subject to a number of significant, outstanding contingencies. The acquisition of the Ford Property is currently scheduled to occur no later than January 31, 2024, assuming the contingencies are satisfied or waived and the acquisition actually closes (this is in regards to Project 3B). The Ford Property involves more property than originally anticipated, along with an access easement (the additional costs are reflected in the revised budget, please see Paragraph 6 of this Second Addendum). Construction of a reservoir on the Ford Property will also involve significant site work. A geotechnical exploration for the Ford Property has been completed and found to be satisfactory.
- c. With regard to Project 14, this Project will be broken into two Projects identified in the Updated Tech Memo as Project 14A (the first production well) and Project 14B (the second production well). Real property rights necessary to complete Project 14A are in place (the location of the first production well is located on real property owned by the District).
- d. With regard to Project 4, the construction of Project 4 is anticipated to be completed on or before the Completion Deadline in the Agreement.

3. The Completion Deadline, as defined in the Agreement, is January 1, 2024, subject to Sections 2(a) and 4 of the Agreement. Project 4 will be completed prior to the Completion Deadline. With regard to the remaining Projects listed as part of the Phase I Improvements, the Parties agree as follows:

- a. Projects 1 and 2 as to the first test well will be completed by the Completion Deadline.
- b. Projects 1 and 2 shall continue beyond the Completion Deadline with regard to a second test well site. The CDRPA shall investigate a second test well site and attempt to secure the real property interests and conduct the test at a second well site (which is not yet identified) through December 31, 2024 (the additional costs to evaluate and secure a second test well site are reflected in the revised budget, please see Paragraph 6 of this Second Addendum).
- c. Projects 3A and 3B shall continue beyond the Completion Deadline. It is anticipated that closing to secure the Ford Property for the future reservoir site

(to be owned by the District) will occur not later than January 31, 2024. The Parties agree that Project 3A includes design, preliminary site work, permitting and additional investigation, including securing the pipeline route to and from the Ford Property (the additional costs are reflected in the revised budget, please see Paragraph 6 of this Second Addendum). Project 3A shall be completed upon issuance of a Conditional Use Permit to construct the reservoir on the Ford Property, provided the terms and conditions of the Conditional Use Permit are acceptable to the CDRPA, the District and Developer. It is anticipated, but not required, that the Conditional Use Permit will be issued by June 30, 2024. The actual construction of the reservoir is outside the scope of the Agreement and this Second Addendum and will be the subject of a separate, future reimbursement agreement, yet to be negotiated.

- d. If the test of the first test well (located on District property) is approved by the CDRPA and District and the CDRPA and District agree to proceed with a production well (Project 14A), then the Parties agree that Project 14A (the first production well) will become part of the Phase 1 Improvements and the CDRPA shall proceed with the development of Final Plans for Project 14A. The CDRPA shall exercise due diligence and proceed in good faith so that Project 14A is completed on or before December 31, 2024.
- e. Nothing herein amends the limitations set forth in Section 2(a) and Section 4 of the Agreement (as amended by the First Addendum), and the failure of the CDRPA to complete any of the Projects mentioned above in this Paragraph 3 of the Second Addendum, shall not be a default of the Agreement, as amended, and shall not impact the Developer's reimbursement obligations set forth in the Agreement, as amended by the Second Addendum. Nothing in the Agreement or this Second Addendum shall be construed as obligating or otherwise requiring the CDRPA to acquire any real property interests through the exercise of eminent domain, or otherwise. This will also affirm that the CDRPA makes no representations or warranties regarding the rate of delivery or the volume of water resulting from the Phase 1 Improvements.

4. The Parties acknowledge that MSFT and the District entered an Industrial Water Service Agreement effective September 19, 2023.

5. The Agreement anticipated a singular approval step associated with the Final Plans for the Phase 1 Improvements; however, there will be multiple Final Plans, one for every Project that involves a construction contract bid pursuant to the Public Works Laws of Washington State (e.g. if approved as set forth above, Final Plans will be developed for Project 14A, the first production well). The Final Plans for Project 4 have already been approved by the District. The Final Plans for each Project involving a construction contract bid pursuant to the Public Works

Laws of Washington State will need to be reviewed and approved by the CDRPA and the District using the plan approval process outlined in the Interlocal Agreement.

6. The Parties desire to update the Phase 1 Budget to reflect the status of the Phase 1 Improvements and this Second Addendum. The CDRPA and MSFT agree that an additional line item in the amount of \$300,000 shall be included in the Phase 1 Budget to address the administrative costs incurred by the CDRPA associated with the the Agreement, as amended by this Second Addendum. The Parties agree that the Phase 1 Budget attached hereto as Exhibit “Y” and incorporated herein by this reference, shall replace the Phase 1 Budget attached as Exhibit “C” to the Agreement.

7. The CDRPA received a Notice of Award from the Department of Commerce dated May 13, 2023, related to the Malaga Industrial Park Waterline Extension Project in the amount of \$1,498,650 (after accounting for the administrative fee charged by the Department of Commerce). Conditioned on entering a Grant Agreement with the Department of Commerce, the CDRPA will endeavor to apply all of the grant funds received toward the allowable components of the Phase 1 Improvements (“Grant Agreement”). Other than the amount of the grant funds that may be available to the CDRPA under the Grant Agreement (\$1,498,650, rather than \$1,400,000), Section 9 of the Agreement shall remain in effect. The revised Phase 1 Budget attached as Exhibit “Y” indicates a revised budget that exceeds the Project Cap if the Grant Agreement is not entered and the grants funds are not available for the Projects. In the event the CDRPA does not enter the Grant Agreement, then the CDRPA shall be under no obligation to expend any funds in excess of the Project Cap.

8. A updated project map is attached hereto as Exhibit “Z”, which reflects the current status of the Projects associated with the Phase 1 Improvements.

9. This Second Addendum is conditioned on the CDRPA entering an addendum with the Malaga Water District addressing the same or similar matters as set forth in this Second Addendum.

10. Except as modified by this Addendum, the Parties hereby affirm and ratify all terms and conditions of the Agreement. In the event of a conflict between the terms of the Agreement, and this Addendum, the terms and conditions associated with this Addendum shall control. The effective date of this Addendum shall be the date of the last signature below. This Addendum may be signed in counterparts and shall be binding on the

DATED: _____

DATED: _____

CHELAN DOUGLAS REGIONAL
PORT AUTHORITY

MICROSOFT CORPORATION

By: _____
James M. Kuntz, Chief Executive Officer

By: _____

Name: _____

Title: _____

EXHIBIT "X"
Updated Technical Memorandum

RH2 TECHNICAL
MEMORANDUM

Client: Chelan Douglas Regional Port Authority (CDRPA) on behalf of the Malaga Water District (MWD)

Project: Microsoft (MSFT) Water System Improvements

Project File: RPA 20.0026.17

Composed by: Ryan Peterson P.E., Erik Howe P.E.

Subject: MWD Phase 1 Water System Projects - Revised

Date: September 12, 2023



The purpose of this memorandum is to summarize the MWD Water System Projects as they have been revised since the previous Phase 1 memo dated June 8, 2022. Information provided in the previous memos still applies unless superseded in this document.

Project 1: Installation and testing of two test well casings and appurtenances to determine if a sufficient aquifer for domestic water supply is available. The project assumes 12-inch diameter casings up to 300 feet deep. One test well has been drilled on Malaga Water District property near their existing Well 5. The second location has not yet been selected and will be determined based on the recommendation by a hydrogeologist, past experience with wells in the Malaga vicinity, available property in which to drill on, and Malaga Water District water right limitations. The cost of these wells is higher than originally anticipated mainly due to finding a suitable location and the ability to complete long-term pump testing.

Project 2: Installation of monitoring wells to support the two Project 1 test wells Existing wells may be used as monitoring wells where available but are not assumed. The monitoring wells are currently in place for the first test well. The revised budget was based on the actual cost for the first monitoring well that was already installed. The current budget assumes up to 3 additional monitoring wells.

Project 3A: Conduct a feasibility analysis to include geotechnical exploration, land use permitting, and evaluation of infrastructure needed to incorporate the new reservoir into the Malaga Water District system. The site is intended to allow one or two domestic water reservoirs to be constructed. The cost of this project is higher than anticipated because multiple sites have needed to be explored. The preferred site is located south of Meadows Lake, parcel no. 222132700070, owned by John Ford.

Project 3B: Purchase and/or otherwise procure real property and/or easements for construction of the reservoir(s), drainage pond, and related appurtenances. Approximately

seven acres will be required. The original budget assumed two acres. Two 80-foot diameter reservoirs are anticipated, though the specific sizes will be determined in a future phase.

Projects 1, 2, 3A, and 3B are exploratory efforts to support future water system projects and do not provide any water supply, transmission, or storage capacity.

Project 4: Construct approximately 4,700 feet of 18-inch diameter transmission and 6-inch recirculation water mains along the Malaga/Alcoa Highway from Saturday Avenue to the MSFT project site. Construct a temporary recirculation pump station near the intersection of Saturday Ave. and Malaga/Alcoa Highway to provide water circulation during low use periods. Construct approximately 5,500 feet of 2-inch waterline along Saturday Ave. and Dixie Lane for recirculation. Refer to the RH2 Recirculation System for Water Quality memorandum dated January 9th, 2023, previously presented to CDRPA and MSFT for additional information.

Project 14: Assuming favorable outcomes of Project 1 and Project 2 for each well location, approved by the MWD and CDRPA in writing, construct domestic water production well facilities. The minimum capacity currently assumed (though not guaranteed) is 300 gpm for each well. These projects will be designed and constructed as two separate projects. Sizing of production wells depend on the results of the test well projects. The original cost for this project was for one production well, the budget has been revised to include two.

Project 14A: A test well has been drilled on MWD property and initial testing completed. A "long-term" well test will be completed in the fall of 2023. Refer to the RH2 Test Well No. 1 Completion Summary memorandum dated July 20, 2023, for initial test results.

Project 14B: A second site location is currently being explored to drill a test well. Multiple sites have been considered. The CDRPA is working with MWD and RH2's local hydrogeologist to determine a suitable site. A budget for land acquisition costs has been added for the second site.

Following completion of Project 14, it is anticipated that the District's water supply will increase by the amount achieved from the new wells.

EXHIBIT "Y" Updated Budget

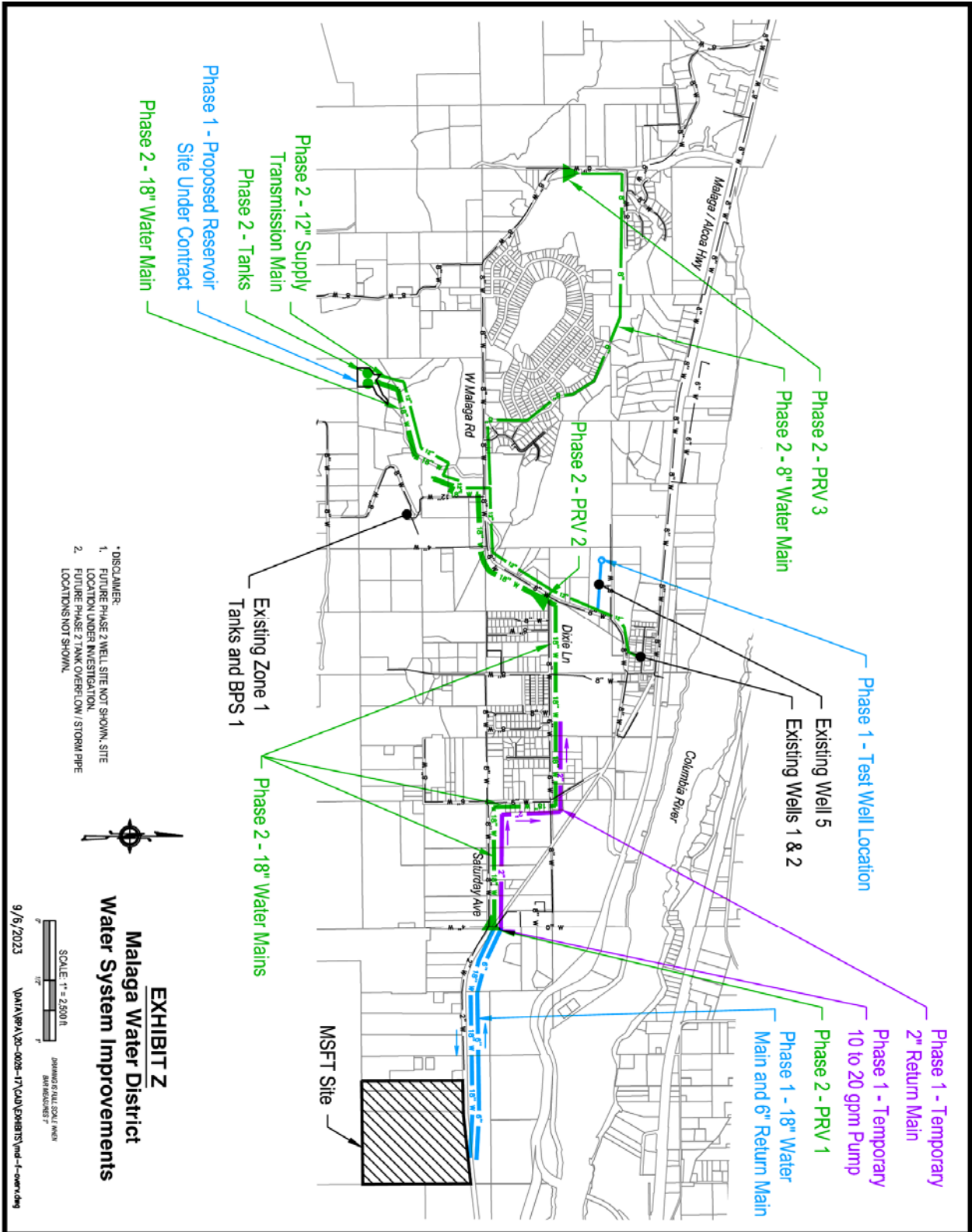
Microsoft EAT12+ Facility Water System Phasing Summary

Printed 9/26/2023

Phase 1 No.	Description	Original Budget	Rev. Budget	Cost Incurred	Notes
1	Test Wells	\$ 1,350,278	\$ 2,215,485	\$ 1,321,539	Due to the location of the test wells, additional costs are needed for well testing and exploration of multiple sites for each well.
2	Monitoring Wells	\$ 257,400	\$ 231,264	\$ -	First monitoring well cost was part of Test Well 1 contract.
3A	Reservoir Site Feasibility	\$ 75,000	\$ 274,411	\$ 162,281	Revised budget accounts for work associated with site feasibility, geotechnical exploration, and land use permitting. The current reservoir site under consideration has moved and is larger than originally planned.
3B	Reservoir Land Purchases	\$ 123,750	\$ 612,500	\$ 612,500	Revised budget reflects actual contracts executed for this work.
4	18" Watermain to LOIO	\$ 4,279,176	\$ 3,406,525	\$ 3,406,525	* Replaced by Projects 14A and 14B
14+	Production Wells (assumes two 75 hp wells) ⁽¹⁾	\$ 1,932,288	\$ -	\$ -	Revised budget reflects current market conditions.
14A	One Production Well (assumes one 75 hp well) ⁽¹⁾	\$ -	\$ 1,340,140	\$ -	Revised budget reflects current market conditions. Includes \$325K for property acquisition.
14B	One Production Well (assumes one 75 hp well) ⁽¹⁾	\$ -	\$ 1,780,642	\$ -	
542	542 (gpm Maximum Day 24 hour Average Flow Available) ⁽⁴⁾	\$ -	\$ 300,000	\$ -	Added account
Sub-Total	Administrative Cost	\$ 8,017,892	\$ 10,160,967	\$ 5,502,845	
MSFT Project Cap		\$ 9,500,000	\$ 9,500,000	\$ 9,500,000	
Balance		\$ 1,482,108	\$ (660,967)	\$ 3,997,155	
Washington State Commerce Grant for Waterline		\$ 1,400,000	\$ 1,498,650	\$ 1,498,650	
Total Remaining Project Budget		\$ 2,882,108	\$ 837,683	\$ 5,495,805	

(1) Pressure measured at an elevation of 625 feet; flow available while maintaining at least 30 psi to all District customers.
 (2) Per 5/3/2023 Malaga Water District Water Rights and Supply Memorandum using only existing wells and 20 year District customer forecast.
 (3) Free flow value shown is not concurrent with any other on site flows. Conduct anticipated on-site flows to obtain actual free flow availability.
 (4) Assumes supply capacity exceeding MSFT's Ultimate Max Day Demand is retained solely by the District.
 (5) Construction of each production well is contingent on successful outcome of Project No. 1 and 2 for each well.

EXHIBIT "Z" Malaga Water District Water System Improvements



Chelan Douglas Regional Port Authority - Lease Report
Leases & Renewals - Reporting Period SEPTEMBER 2023 | CDRPA Related
Meeting: OCTOBER 10, 2023

New Leases					
Tenant	Building or Land	SQFT or Acres	Starting	Term	Base Rent/Month
State of WA Military Department	One Campbell Parkway East Wenatchee, WA	60,818 sq ft	9/1/2023	9/1/2023 - 08/31/2033	\$29,141.96

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

Tenants Moving Out					
Tenant	Building or Land	SQFT or Acres	Ending	Base Rent/Month	
Pybus Market Charitable Foundation	3 North Worthen Street Suite 202 Wenatchee, WA	642 Sq Ft	9/30/2023	\$2,762.50	
KRCI, LLC.	Land Lease Cashmere, WA	Geographic ID: 231905110500	9/30/2023	\$500.00	

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 - Reporting Period SEPTEMBER 2023 | CTC Related
Meeting: OCTOBER 10, 2023

New Leases					
Tenant	Building or Land	SQFT or Acres	Starting	Term	Base Rent/Month
None Reported for this Period					

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

Tenants Moving Out					
Tenant	Building or Land	SQFT or Acres	Ending	Base Rent/Month	
None Reported for this Period					

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 - Reporting Period SEPTEMBER 2023 | AVIATION Related
Meeting: OCTOBER 10, 2023

New Leases					
Tenant	Building or Land	SQFT or Acres	Starting	Term	Base Rent/Month
None Reported for this Period					

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

Tenants Moving Out					
Tenant	Building or Land	SQFT or Acres	Ending	Base Rent/Month	
None Reported for this Period					

Lease terms of five years duration or less.
 Lease payments of \$5,000 per month or less.

Chelan Douglas Regional Port Authority

Current Available Space for Lease

Meeting: October 10.10.2023

Current Available Space for Lease		
Space Available	SQFT or Acres	Details
CTC South Suite #108	1070 sq ft	Unfurnished & Windowless
CTC South Suite #107	126 sq ft	Unfurnished
CTC Suite #133	290 sq ft	Furnished
Kelly Property Barn Chelan, WA		Barn

Chelan Douglas Regional Port Authority

Space Available Soon for Lease

Meeting: October 10.10.2023

Current Available Space for Lease		
Space Available	SQFT or Acres	Details
CTC Suite LL2	9,240 sq ft	Available November 1, 2023
CTC Third Floor	20,115 sq ft	Available November 1, 2023
CTC Suite LL1	9,430 sq ft	Available March 1, 2024
CTC Suite 201	9,855 sq ft	Available March 1, 2024
IB-5	38,119 sq ft	Available March 1, 2024
CTC Suite 202	8,810 sq ft	Available TBD Pending fire alarm work

Note: : For CTC Spaces, if less than the full floor is leased a building load factor of 13% will be added to the square feet.

Thank You Card from Wenatchee Valley Dispute Resolution Center

Thank you!
- Colleen

You are the
hottest w/ the
mostest!
Marci

Thank you so much for
such a lovely space!

Thank you!
Danielle Komo

Thank You.
Donnell Austin
What a wonderful facility
and a kind, capable team.
Thank you!

Thank you, Debbie
- My
Whitman DRC
THANK
Paul Ship
DRC

You have honored your regions
unique conference.
Thank you for
Mandis offering it to us.
Piece County.
THANKS FOR
CARE OF US
SOFT GOOD

This facility is
amazing + provided
a perfect space for
our meetings! Staff was
very available + helpful!
Thank you!!
Mary H

This has been a lovely
time + space. I've really
enjoyed this opportunity.
Thank you for sharing
for your thoughtfulness,
kindness!
- April 7.

Dear CTC staff,
Thank you for the
accommodation and excellent
service for the Resolution
Washington quarterly meeting
on September 20-21.

Thank you
Beautiful space!
Thank,
Mary

I love your building,
meeting spaces, and
most of all - the
beautiful paintings
throughout!
Candyn Thurston

Thank you!
Okangon County
DRC
Raece McKee
Thank you
DAB

Thank you!
Janie Juntunen
Lace

Thank you!
Mentje

Wonderful facility
+ amazing staff!
M

Thank you!
Shirley Mc



The DOH Associates

ARCHITECTS & PLANNERS

A PROFESSIONAL SERVICES CORPORATION

September 29, 2023

Chelan Douglas Regional Port Authority

One Campbell Parkway, Suite A
East Wenatchee, WA 98802

**Subject: #2229.1 - Cashmere Mill Site
Sidewalk Restoration**

Attention: Mr. Ron Russ, Facilities and Maintenance Director

Ladies / Gentlemen:

At your request we have reviewed the conditions at the Cashmere Mill Site and are outlining several possible steps that would help to improve the condition at the sidewalks. To summarize our report we believe there are 3 options available, sealing the concrete to prevent further damage, repairing the concrete surface, and replacing the concrete.

The cause of the spalling appears to be from the deicers used during the winter. The evidence is that areas of the walks that were not impacted included the sidewalks that were not near building entries and likely not subjected to deicer, but had snow accumulation, and areas near building entries that were covered and did not receive snow accumulation, were not impacted.

The following report details the options and the site conditions. If you have any questions, please contact me at your convenience.

Sincerely,

THE DOH ASSOCIATES, PS

Paul R. Coppock
Principal

enclosure

SIDEWALK RESTORATION

Location

The project is located at 5431 and 5441 Sunset Highway, Cashmere, Washington and is owned by the Chelan Douglas Regional Port Authority. The site includes two buildings, Building A at 5441, the northerly building, and Building B at 5431, the easterly building.

The primary building sidewalks front the north side of the buildings and the east side of the buildings, serving the building entries. There are small concrete landings at the south and west service doors to the building and a large concrete loading slab under cover between the two buildings. Additionally, there is a walk along Sunset Highway that was completed with the road project and a walk along Mill Road that was completed with the building project.

Existing Conditions

On site observations of the concrete sidewalks reveal that the primary sidewalks, and the portion of some of the traffic curbs have significant spalling. Spalling is a situation where the top surface of the concrete flakes off. Areas of the primary sidewalk under cover do not show significant signs of damage. Likewise, the Mill Road and Sunset Highway sidewalks do not show damage.

Photo records show the primary sidewalk being completed in May of 2019 and the Mill Road sidewalk being completed in June of 2019. Mix designs from AAA Ready Mix for the exterior work were listed at 4,500 psi and 6% entrained air. In comparison, the foundation design was for 3,500 psi concrete and 2% air. Testing of exterior concrete is not required by code and no core samples were taken to evaluate the actual strength and air entrainment.

Probable Cause

Concrete is a porous material and water is absorbed into the concrete surface. When that water freezes inside concrete the water expands and breaks the concrete surface away. By using a higher strength concrete the concrete can resist the forces better and by air entraining the concrete, microscopic bubbles are formed in the concrete that provides room for the water to expand. Concrete gets stronger over time and newer (or "Green") concrete is more susceptible to spalling in freezing temperatures.

The areas in question are occurring at the entries to the buildings. We understand from our on-site discussions that deicers were used during the winter. Because the spalling is only occurring near the building entries and not on the street sidewalks, it appears that the concrete is resisting the normal freeze thaw process, but is not able to resist the higher volumes of water in freezing weather.

Deicers increase the volume of water and the saturation rate. Typically this water is a brine with a lower freezing temperature, but is typically absorbed into the concrete when weather is freezing and as temperatures drop, it refreezes inside the concrete. Normally water forms when temperatures are

higher and the concrete is warmer. Concrete mass stores thermal energy and temperatures swings are from above freezing to freezing are slower. Also, snow melts slower at slightly above freezing, minimizing water, and faster at higher temperatures when freezing is less likely.

When deicers are used, the slush and water should be removed from the concrete at a frequency that would prevent significant saturation of the concrete. A better solution would be to remove the snow manually and apply sand to the surface.

Restoration Options

There is no real good solution to repairing concrete, particularly in our environment of freeze/thaw conditions. However, we have outlined 3 approaches, 1) Preserve what you have, 2) Attempt to repair the surface of the concrete, and 3) Replace the concrete.

Option 1, Apply a Sealer to the Concrete Sidewalks

Applying a sealer to the top of the concrete will help the concrete resist the absorption of water and minimize the spalling. This will help to preserve the concrete in it's current condition, but a sealer does have a life span and should be resealed every year or two depending upon traffic.

- 1A) Apply a seal coat to the Mill Road and Sunset Highway walks, the loading slab, the trash enclosure slab and the miscellaneous door landings.

Probable Item Cost: \$29,800

- 1B) Apply a seal coat to the better areas of the of the primary sidewalk, approximately 3,700 sf to minimize futher deterioration.

Probable Item Cost: \$11,250

- 1C) Apply a seal coat to the entire primary sidewalk areas to minimize further deterioration.

Probable Item Cost: \$12,750

Item 1A is recommended to be completed regardless of which option is selected and is the only item that addresses the concrete that is remaining in good conditions.

Item 1B is recommended to be completed if other options are chosen to address the worst areas of the concrete. Sealing the worst areas of concrete would be included in that work item.

Item 1C would address the primary area of concern and provide full coverage when included with Item 1A. If other options are taken, the seal coat is included in that work.

Option 2, Resurface the Concrete Sidewalks

Resurfacing the concrete would change cover up the spalled concrete and create a more consistent appearance for the panels that are resurfaced. This option may not weather well in the winter and

it may also not create a uniform appearance. Below are the options for resurfacing:

- 2A) Select a small area, preferably at the northwest end of the primary walk to conduct a test of the resurfacing. Scarify the concrete, apply a concrete resurfacer, and apply a seal coat to ½ of the test area.

Probable Item Cost: \$8,000

- 2B) Select the worst conditions along the face of Buildings A and B, approximately 800 sf, and scarify the concrete, apply a concrete resurfacer, and apply a seal coat.

Probable Item Cost: \$32,800

- 2C) Scarify the concrete, apply a concrete resurfacer, and apply a seal coat to the entire area, approximately 4,500 sf, of the primary sidewalk north and east of Buildings A and B.

Probable Item Cost: \$137,500

Item 2A is recommended to evaluate in advance if either of the following options are feasible. If the resurfacer performs well in the winter we would have assurances to move forward with Option 2.

Item 2B is dependant upon the performance of Item 2A and if the coloration of Item 2A matches the concrete to remain, this may be a valid option. Cost would be Item 2A, plus Item 2B.

Item 2C is also dependant upon the performance of Item 2A. If the coloration of Item 2A does not match up with the remaining concrete walk, then resurfacing all of the primary sidewalk for uniformity would be completed under this option. Cost would be Item 2A, plus Item 2C.

Option 3, Replace the Concrete Sidewalks

Replacement of the concrete sidewalks is the most certain way to improve the appearance and performance of the concrete sidewalks. Presented below are two options for replacement:

- 3A) Select the worst conditions along the face of Buildings A and B, approximately 800 sf, remove the concrete, ensure sub-base is proper and prep for thickened sidewalk edges, repour and finish walk, test concrete and apply a cure/seal coat.

Probable Item Cost: \$78,550

- 3B) Remove concrete sidewalks from the entire area, approximately 4,500 sf, of the primary sidewalk north and east of Buildings A and B, ensure sub-base is proper and prep for thickened sidewalk edges, repour and finish walk, test concrete and apply a cure/seal coat.

Probable Item Cost: \$331,350

Item 3A would replace the worst areas of the concrete sidewalk. It is anticipated there would be some color differences, but that they would be better than the resurfacing option.

Item 3B would replace the entire primary concrete, provide a uniform finish and provide the best appearance and performance for the long term.

Cost Selection Matrix

		1A	1B	1C	2A	2B	2C	3A	3B
Seal remaining walks	1A			\$29,800		\$29,800	\$29,800	\$29,800	\$29,800
Seal best of entry walks	1B					\$11,250		\$11,250	
Seal all entry walks	1C			\$12,750					
Test resurfacing option	2A					\$8,000	\$8,000	\$8,000	\$8,000
Resurface worst of entry walks	2B					\$32,800			
Resurface all entry walks	2C						\$137,500		
Replace worst of entry walks	3A							\$78,550	
Replace all of entry walks	3B								\$331,350
Total Cost		N/A	N/A	\$42,550	N/A	\$81,850	\$175,300	\$127,600	\$369,150

Recommended Project Budget:

Seal all Entry and Street Walks:	\$42,550
Resurface Worst Conditions, Seal All Walks:	\$81,850
Resurface All Entry Walks, Seal All Walks:	\$173,300
Replace Worst Conditions, Seal All Walks:	\$127,600
Replace All Entry Walks, Seal All Walks:	\$369,150

CTC Meeting Center Revenue Report

	<u>Q1 2023</u>	<u>Q1 2022</u>	<u>Q1 2021</u>	<u>Q1 2020</u>	<u>Q1 2019</u>
January	\$ 12,507.29	\$ 14,249.50	\$ 140.00	\$ 9,504.35	\$ 10,088.42
February	\$ 15,847.17	\$ 7,768.25	\$ 175.00	\$ 11,263.03	\$ 9,830.21
March	\$ 28,945.66	\$ 13,451.80	\$ 6,079.24	\$ 15,523.71	\$ 20,696.16
1st Qtr Total	\$ 57,300.12	\$ 35,469.55	\$ 6,394.24	\$ 36,291.09	\$ 40,614.79
	<u>Q2 2023</u>	<u>Q2 2022</u>	<u>Q2 2021</u>	<u>Q2 2020</u>	<u>Q2 2019</u>
April	\$ 19,080.25	\$ 17,580.07	\$ 7,033.14	\$ -	\$ 16,936.67
May	\$ 24,650.94	\$ 20,162.65	\$ 4,493.45	\$ 418.00	\$ 37,688.47
June	\$ 16,472.16	\$ 11,578.60	\$ 4,369.26	\$ 2,302.78	\$ 13,294.77
2nd Qtr Total	\$ 60,203.35	\$ 49,321.32	\$ 15,895.85	\$ 2,720.78	\$ 67,919.91
	<u>Q3 2023</u>	<u>Q3 2022</u>	<u>Q3 2021</u>	<u>Q3 2020</u>	<u>Q3 2019</u>
July	\$ 13,295.49	\$ 12,216.75	\$ 4,359.46	\$ -	\$ 18,618.12
August	\$ 14,559.93	\$ 13,483.30	\$ 6,770.08	\$ 1,207.40	\$ 18,383.73
September	\$ 21,458.72	\$ 21,822.30	\$ 729.08	\$ 1,144.00	\$ 14,042.10
3rd Qtr Total	\$ 49,314.14	\$ 47,522.35	\$ 11,858.62	\$ 2,351.40	\$ 51,043.95
	<u>Q4 2023</u>	<u>Q4 2022</u>	<u>Q4 2021</u>	<u>Q4 2020</u>	<u>Q4 2019</u>
October		\$ 11,004.99	\$ 27,146.90	\$ 1,247.50	\$ 38,908.17
November		\$ 7,927.87	\$ 8,135.96	\$ 509.50	\$ 16,470.41
December		\$ 15,671.47	\$ 6,759.49	\$ 2,586.10	\$ 9,814.57
4th Qtr Total		\$ 34,604.33	\$ 42,042.35	\$ 4,343.10	\$ 66,330.75
	<u>YTD 2023</u>	<u>YTD 2022</u>	<u>YTD 2021</u>	<u>YTD 2020</u>	<u>YTD 2019</u>
YTDTotal	\$ 166,817.61	\$ 166,917.55	\$ 76,191.06	\$ 45,706.37	\$ 225,909.40

*This does not include the \$75,000 per year from the Chelan PUD

2023 CDRPA Calendar of Events

OCTOBER 2023

Date:	Time:	Event:	Location:	Attending:
10-Oct	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
12-Oct	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioner DeRock
17-Oct	6:30am	WVCC Board Meeting	Wenatchee Valley Chamber of Commerce	Commissioners Spurgeon & Etherington
19-21 Oct	All Day	PMA Fresh Summit	Anaheim, CA	Commissioner Etherington & de Mestre
24-Oct	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
24-26 Oct	All Day	Infrastructure Assistance Coordinating Council Conference	Wenatchee Convention Center	Commissioner Baldwin
24-26 Oct	All Day	WSCAA Annual Conference - WAMA	Icicle Village Resort - Leavenworth	
26-Oct	2:30pm-3:30pm	Regional Sports Complex - Phase I Report	CTC	Commissioner Huffman, de Mestre & Lammert
26-27 Oct	All Day	Small Ports Seminar	Campbell's Resort	Commissioners Etherington, Baldwin and Huffman; Kuntz, Lough & Deenik

NOVEMBER 2023

Date:	Time:	Event:	Location:	Attending:
7-Nov	10:00am-4:00pm	CDRPA Board Retreat	Residence Inn	Board of Directors; Staff
9-Nov	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioner DeRock
14-Nov	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
21-Nov	6:30am	WVCC Board Meeting	Wenatchee Valley Chamber of Commerce	Commissioners Spurgeon & Etherington
23-Nov	All Day	Thanksgiving Holiday - Office Closed	All Offices	CDRPA Staff
24-Nov	All Day	Thanksgiving Holiday - Office Closed	All Offices	CDRPA Staff
28-Nov	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff

DECEMBER 2023

Date:	Time:	Event:	Location:	Attending:
6-8 Dec	All Day	WPPA 2023 Annual Meeting	Hilton: Vancouver	Commissioner Baldwin, Spurgeon & DeRock
8-Dec	2:30pm	Community Leadership Program Presentation	Executive Flight	Jim Kuntz
12-Dec	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
3-Dec	2:30pm-4:00pm	Douglas County Community Leadership Advisory Group	Executive Flight	Commissioner DeRock, Commissioner Huffman and Kuntz; Advisory Group members
14-Dec	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioner DeRock
19-Dec	6:30am	WVCC Board Meeting	Wenatchee Valley Chamber of Commerce	Commissioners Spurgeon & Etherington
25-Dec	All Day	Christmas - Office Closed	All Offices	CDRPA Staff
26-Dec	All Day	Christmas - Office Closed	All Offices	CDRPA Staff