



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
March 26th, 2024
9:00 a.m.**

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. PUBLIC COMMENT

V. CONSENT AGENDA

- **CDRPA:** Approval of the February 27th, 2024 Meeting Minutes, March 7th, 2024 Special Meeting Minutes, March 18th, 2024 Special Meeting Minutes, CDRPA Check Register Pages #2024-07 through #2024-09, including Electronic Transfers, CDRPA Resolution 2024-05 Voiding Check #12466, February 2024 Commission Calendar, and Calendar of Events.

**VI. CHELAN DOUGLAS REGIONAL PORT AUTHORITY ACTION ITEMS
(Public Comment Opportunity)**

- (1) The Trades District Project Update
- (2) Airlift Northwest Hangar Project - Pangborn Airport
- (3) Terminal Apron Reconstruction Project Settlement Agreement - Pangborn Airport
- (4) 2024 Landscape Maintenance Contract- Pangborn Airport Business Park/Orondo River Park/Kelly property
- (5) Strategic Planning Consulting Services Contract - Moss Adams
- (6) WSU/SBDC Contract Extension
- (7) Authorization to Solicit Request for Proposals - Pangborn Airport Fuel Provider

VII. SUGGESTED BREAK: 10 MINUTES

VIII. INFORMATIONAL ITEMS (Board may act on any item listed)

- (8) G.A. Airport Terminal Funding Update - Pangborn Airport
- (9) Diamond Foundry Option Extension
- (10) Department of Natural Resources Lease Agreement - Pangborn Airport
- (11) Financial Planning- Capital Projects
- (12) New State Legislative Districts
- (13) Congressional Outreach Meetings Update

I. MISCELLANEOUS STAFF REPORTS

- CEO
- Director of Finance & Administration
- Director of Airports
- Director of Economic Development & Capital Projects
- Construction Project Manager
- Property & Maintenance Manager
- CTC Manager
- Economic Development Specialist

II. PUBLIC COMMENT

III. REVIEW CALENDAR OF EVENTS

IV. ITEMS FROM BOARD OF DIRECTORS

V. 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))

IX. TRI-COMMISSION MEETING: 1:00 p.m. Wenatchee Convention Center – 121 N. Wenatchee Ave. Wenatchee, WA 98801

XVII. 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
February 27, 2024
9:00 a.m.**

Present:

Directors:

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

*Richard DeRock, Director
Mark Spurgeon, Director
W. Alan Loeb sack, Director (Excused Absence)*

Staff:

*Jim Kuntz, Chief Executive Officer
Monica Lough, Dir. of Finance & Admin.
Trent Moyers, Director of Airports
Stacie de Mestre, Dir. of Econ. Dev.
Ron Russ, Maint. & Properties Manager
Sarah Deenik, Communications Coord.*

*Tricia Degnan, CTC Manager (Zoom)
Colby Goodrich, FBO Manager (Zoom)
Lorena Amador, Acct. Specialist (Zoom)
Julie Avis, Acct. Specialist (Zoom)
Laura Camarillo Reyes, Admin. Asst. (Zoom)*

Legal Counsel:

Quentin Batjer, Davis Arneil Law Firm LLP

Guests:

*Matthew Cade, Greater Leavenworth Museum
Paul Gray, Greater Leavenworth Museum
Bob Bugert, Greater Leavenworth Museum
Clint Wall, Mayor – City of Mansfield
Tricia Sima, Clerk/Treasurer – City of Mansfield
Bob Goedde, Chelan City Council*

*Mike Mackey, Douglas County Resident
Caleb Lindquist, Ardurra
Kevin Vitulli, Banner Bank (Zoom)
Jason Taylor, KPQ (Zoom)
Emily Thornton, Wenatchee World (Zoom)*

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

Introductions were made.

Conflicts of Interest: None.

Public Comment: 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 February 13th, 2024 Meeting Minutes and January 2024 Commission Calendar was presented.

Motion No.
Moved by:
Seconded by:

02-12-24 CDRPA
JC Baldwin
Richard DeRock
To approve the Chelan Douglas Regional Port Authority Consent Agenda as presented.

*Motion Passed 5-0
Director Loeb sack Excused Absence

PRESENTATION:

- **Greater Leavenworth Museum** – Matt Cade, Bob Bugert, and Paul Gray provided the Board with an update on the Feasibility Study Project to refurbish the Chumstick Grange Hall in Leavenworth, Washington for use by the Leavenworth Museum. The Greater Leavenworth Museum was a recipient of the Partners in Economic Development Program non-profit funding in 2023 for \$6,500 for the Refurbish Feasibility Study.

Director Etherington requested to move up the Informational Item regarding Mansfield Airport to accommodate any public comment related to the matter.

INFORMATIONAL ITEM:

Mansfield Airport – Kuntz presented to the Board a historical timeline of past improvements, a Virtower airplane activity report for the year 2023, details on future capital needs, and the current condition of the Mansfield Airport. Discussion focused on whether the Board wanted to keep the airport open due to low utilization and projected maintenance costs. A letter has been sent to Ann Richart, Aviation Director of the Washington State Department of Transportation (WSDOT) discussing the potential decision of an upcoming closure and the Regional Port’s responsibility of prorating prior grant funding received. The Douglas County Board of Commissioners were also notified of the potential closure of the Airport. Further discussion and public engagement will be planned in the upcoming months.

PUBLIC COMMENT: Clint Wall, Mayor and Tricia Sima, Clerk/Treasurer, both from the City of Mansfield, provided public comment and emphasized the importance of the Airport to the citizens of Mansfield, especially for medical and agricultural purposes. Mayor Wall appreciated the open dialogue and continued conversations regarding other potential economic development uses for the Airport if it does not remain open for aviation purposes.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY ACTION ITEMS:

Pangborn Airport Underground Storage Tank Removal Project – Construction Administration Services & Overall Project Budget Approval

Russ reviewed the current progress on the Pangborn Airport Underground Storage Tank Removal Project. Ardurra has prepared an amendment to the current task authorization for services during construction, including monitoring the excavation, removal, and decommissioning of the tanks; documenting the sampling and testing of excavated soils to confirm there are no contaminants above cleanup levels; and preparing documentation of the decommissioning required by the Washington Department of Ecology and the FAA. The total of the construction contract and estimated consultant fees for this project is \$518,807.89. Staff recommended a contingency of approximately 10%, and an overall project budget of \$571,000. Discussion ensued, and the following actions were taken:

Motion No.	02-13-24 CDRPA
Moved by:	Richard DeRock
Seconded by:	Mark Spurgeon
	To authorize the CEO to enter into a Construction Administration Services Agreement with Ardurra in the amount of \$130,062.

*Motion Passed 5-0
Director Loeb sack Excused Absence

Motion No.
Moved by:
Seconded by:

02-14-24 CDRPA

Mark Spurgeon
Richard DeRock

To establish an overall project budget in an amount not to exceed \$571,000 for the PMA Storage Tank Removal Project.

Motion Passed 5-0
*Director Loeb sack Excused Absence

Bernardo Wills – Scope of Work – CMI Orchards/CTC Tenant Improvements

de Mestre updated the Board on the current agreement the Regional Port has with Bernardo Wills for the design services through construction administration for the CDRPA administrative office. The Regional Port signed a lease agreement with CMI Orchards on February 20, 2024 for the third floor of the Confluence Technology Center. Per the lease agreement, the landlord will perform certain general-purpose improvements including retaining an architect to prepare the plans and specifications for such improvements. Discussion ensued regarding the scope and fee estimate for Bernardo Wills’ design services. Their current agreement would need to be amended to include design services through construction administration for the CMI Orchards General Purpose Improvements. Discussion ensued and the following action was taken:

Motion No.
Moved by:
Seconded by:

02-15-24 CDRPA

JC Baldwin
Mark Spurgeon

To authorize the CEO to amend the existing Professional Services Contract with Bernardo Wills to include design services through construction administration for the CMI Orchards General Purpose Improvements in the amount of \$150,236.20.

Motion Passed 5-0
*Director Loeb sack Excused Absence

Pre-Authorization to Award – Professional Services Agreement – General Architectural Services

de Mestre reminded the Board that staff is currently soliciting qualifications from architectural firms to provide general architectural services for the Regional Port over the next two years. Qualifications are due on March 7, 2024, the next Board of Directors Meeting is not until March 26, 2024. Staff has identified at least two time-sensitive projects to utilize the new general services architect agreement on and would like to get started as soon as possible. Discussion ensued and the following action was taken:

Motion No.
Moved by:
Seconded by:

02-16-24 CDRPA

Mark Spurgeon
Richard DeRock

To provide the CEO pre-authorization authority to select an architectural firm based on their statement of qualifications and the evaluation criteria listed in the Request for Qualifications and execute a contract for an initial term of two years, not to exceed total value of \$300,000.

Motion Passed 5-0
*Director Loeb sack Excused Absence

Pre-Authorization to Award – Professional Services Agreement – Firing Range Design Consultant

de Mestre reminded the Board that staff is currently soliciting qualifications from consulting firms to provide complete design services for the Firing Range Association Regional Training Facility. Qualifications are due on February 29, 2024 but the next Board of Directors Meeting is not until March 26, 2024. Staff would like to take advantage of the feasibility period to begin pre and schematic design efforts to ensure we have a suitable site and to develop a high-level cost estimate. Discussion ensued and the following action was taken:

Motion No.

Moved by:

Seconded by:

02-17-24 CDRPA

Mark Spurgeon

Richard DeRock

To provide the CEO pre-authorization authority to select a consulting firm based upon their statement of qualifications and the evaluation criteria listed in the Request for Qualifications and execute a contract for pre and schematic design services in an amount not to exceed \$100,000.

Motion Passed 5-0

*Director Loeb sack Excused Absence

Regional Port Strategic Plan – Selecting Firms to be Interviewed

Kuntz suggested times for a special meeting on Thursday March 7, 2024 to interview the selected firms for the Regional Port Strategic Plan. Kuntz stressed the importance of making the Strategic Plan a living document. Discussion ensued and the following action was taken:

Motion No.

Moved by:

Seconded by:

02-18-24 CDRPA

Richard DeRock

JC Baldwin

To select the following four firms to conduct interviews regarding the Port Strategic Plan: Maul Foster Alongi, Civic* Possible, BerryDunn, and Moss Adams.

Motion Passed 5-0

*Director Loeb sack Excused Absence

At 10:52 a.m. Commissioner Etherington called for a 10-minute break.

INFORMATIONAL ITEMS CONTINUED:

Cashmere – Mill Road Frontage Improvement Project – Kuntz and de Mestre presented the current cost to complete the Mill Road Frontage Improvements that are required by the City of Cashmere at approximately \$625,000. The Regional Port currently has a Chelan County Cascade Public Infrastructure Fund Grant in the amount of \$244,600, and the Regional Port would fund the remaining. The property would need improvements completed prior to being sold. Discussion ensued and the following action was taken:

Motion No.
Moved by:
Seconded by:

02-19-24 CDRPA

JC Baldwin
Richard DeRock

To authorize the CEO to execute Task Authorization 34 with RH2 Engineering for the Mill Road Frontage Improvements in an amount not to exceed \$64,836.

Motion Passed 5-0
*Director Loeb sack Excused Absence

Malaga Water System Improvements Update – de Mestre provided an update on the Malaga Water System Improvements which included an area map of existing and proposed wells and reservoirs.

Firing Range Association – Peshastin Property Update – Kuntz provided an update on the Peshastin property that may be used for the relocation of the Firing Range Association’s facility.

2024 CEO Goals – Etherington thanked Kuntz for providing the goals for the year and asked that the goals be referenced during staff reports throughout the year.

At 11:38 a.m. Commissioner Etherington called for a 10-minute break

MISCELLANEOUS STAFF REPORTS:

Kuntz provided information and updates including:

- Reminded the Board that administrative staff will be relocating to the 2nd floor of the Confluence Technology Center as of March 5th, 2024 in temporary office space while the new office space is built out. A drawing of the new office space design concept was shared.
- Mikenna Scott, the new Executive Assistant, will begin work on March 4th.

Moyers provided information and updates including:

- Provided an update on the Northwest Aviation Conference & Trade Show that Moyers and Goodrich attended over the weekend.
- Updated the Board on the meeting that the Restore Coalition had with the Economic Development Administration regarding minimum revenue guarantees.
- Shared that the public comment period on the General Aviation Terminal Building’s Environmental Assessment has been completed.
- Coring of the Runway’s Asphalt was starting on Tuesday night.

de Mestre provided information and updates including:

- Updated the Board on the Trades District Project and interest from a host of contractors based on the current plan holder’s list.
- Shared that the change request for the Malaga Waterline Grant has been approved by the Department of Commerce.

Russ provided information and updates including:

- Shared with the Board that the USFS CWICC Building will need to have its shower replaced at an approximate cost of \$15,000.

Degnan provided information and updates including:

- Shared with the Board how the badging requirement works for the Confluence Technology Center and access for the Regional Port’s new administrative offices.

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

REVIEW CALENDAR OF EVENTS: Several dates and events were reviewed.

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

EXECUTIVE SESSION:

Executive Session was announced at 12:24 p.m. for a period of twenty 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 considerations would cause a likelihood of increased price. The Executive Session was extended at 12:44 p.m. for an additional period of ten minutes. Executive Session concluded at 12:54 p.m.

The meeting was reconvened in Regular Session at 12:54 p.m. with no action taken.

The meeting adjourned at 12:57 p.m.

Signed and dated this 27th day of March 2024.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

Donn Etherington, Director

Jim Huffman, Director

JC Baldwin, Director

W. Alan Loeb sack, Director

Richard DeRock, Director

Mark Spurgeon, Director



**Board of Directors
Chelan Douglas Regional Port Authority
Special Meeting Minutes
March 7th, 2024
8:30 a.m.**

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
Monica Lough, Dir. of Finance & Admin.
Stacie de Mestre, Dir. of Econ. Dev.
Sarah Deenik, Comm. Coordinator
Brooke Lammert, Economic Dev. Specialist
Mikenna Scott, Executive Assistant*

Legal Counsel:

Pete Fraley, Ogden Murphey Wallace PLLC

Guests:

*Jason Taylor, KPQ (Zoom)
Emily Thornton, Wenatchee World (Zoom)
Mike Maltais (Zoom)
Jason Schneider, Civic* Possible (Zoom)
Rachel Barra, Civic* Possible (Zoom)
Seth Hedstrom, BerryDunn (Zoom)
Michelle Kennedy, BerryDunn (Zoom)
Jen Ferguson, BerryDunn (Zoom)
David Ledbetter, BerryDunn (Zoom)
Sam Eisenbeiser, BerryDunn (Zoom)*

*Matt Hoffman, Maul Foster & Alongi (Zoom)
Abbi Russell, Maul Foster & Alongi (Zoom)
Colleen Rozillis, Moss Adams (Zoom)
Annie Rose Favreau, Moss Adams (Zoom)*

The Chelan Douglas Regional Port Authority Board Meeting was called to order at 8:30 a.m.

Introductions were made.

Conflicts of Interest: None.

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

EXECUTIVE SESSION:

Executive Session was announced at 8:36 a.m. for a period of twenty minutes. The purpose consisted of RCW 42.30.110(1)(i) to discuss with legal counsel litigation, potential litigation and/or

legal risks. Executive Session was extended at 8:56 a.m. for an additional five minutes. Executive Session concluded at 9:00 a.m.

Meeting reconvened in Regular Session at 9:01 a.m. and the following action item was discussed:

(1) Malaga Pipeline Project

Motion No.

Moved by:

Seconded by:

03-01-24 CDRPA

JC Baldwin

Mark Spurgeon

To authorize Jim Kuntz, CEO of the Chelan Douglas Regional Port Authority, to negotiate and execute change order #7 in the form presented with Selland Construction.

Motion Passed 6-0

Motion No.

Moved by:

Seconded by:

03-02-24 CDRPA

Mark Spurgeon

Richard DeRock

To authorize Jim Kuntz, CEO of the Chelan Douglas Regional Port Authority, to negotiate and execute an agreement with Malaga Water District regarding the water main disinfection procedure prepared by RH2 Engineering.

Motion Passed 6-0

STRATEGIC PLAN CONSULTANT INTERVIEWS – Virtual

- **Civic* Possible** – Presented their proposal to the Board and conducted Q&A.
- **BerryDunn** – Presented their proposal to the Board and conducted Q&A.
- **Maul Foster & Alongi** – Presented their proposal to the Board and conducted Q&A.
- **Moss Adams** – Presented their proposal to the Board and conducted Q&A.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY ACTION ITEMS CONTINUED:

(2) **Consultant Selection**

The Board and staff discussed the interviews that took place and reviewed the scoring rubric. It was decided that Moss Adams appeared to be the most qualified. The Board wanted additional information on how they would incorporate a “Guiding Principles Document” into the Strategic Plan. They also requested additional clarification on projected staff hours. A final decision will be made at the March 26th Board meeting.

MISCELLANEOUS STAFF REPORTS:

Kuntz provided information and updates including:

- Reviewed Regional Port funding from the 2024 State Legislative Session in the Capital and Operations budgets.

de Mestre provided information and updates including:

- Discussed the Trades District transportation study. Shared that Douglas County is currently reviewing the trip generator and noted that a small traffic analysis may be needed.

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

Meeting adjourned at 1:03 p.m.

Signed and dated this 26th day of March, 2024.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

Donn Etherington, Director

W. Alan Loeb sack, Director

Richard DeRock, Director

Mark Spurgeon, Director

JC Baldwin, Director

Jim Huffman, Director



**Board of Directors
Chelan Douglas Regional Port Authority
Special Meeting Minutes
March 18th, 2024
1:00 p.m.**

Present:

Directors:

*Donn Etherington, Director (Zoom)
Jim Huffman, Director
JC Baldwin, Director*

*W. Alan Loeb sack, Director (Zoom)
Mark Spurgeon, Director
Richard DeRock, Director (Zoom)*

Staff:

*Jim Kuntz, Chief Executive Officer
Monica Lough, Dir. of Finance & Admin.
Stacie de Mestre, Dir. of Econ. Dev.
Sarah Deenik, Comm. Coordinator
Nick Rohrbach, Construction Project Mngr.
Brooke Lammert, Economic Dev. Specialist (Zoom)
Mikenna Scott, Executive Assistant
Laura Camarillo Reyes, Admin. Assistant (Zoom)*

Legal Counsel:

Jennifer Sands, Ogden Murphey Wallace PLLC (Zoom)

Guests:

Sue Kane, NCW Tech Alliance (Zoom)

The Chelan Douglas Regional Port Authority Board Meeting was called to order at 1:00 p.m.

Introductions were made.

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

Conflicts of Interest: None.

EXECUTIVE SESSION:

Executive Session was announced at 1:15 p.m. for a period of twenty minutes. The purpose consisted of RCW 42.30.110(1)(i) to discuss with legal counsel litigation, potential litigation and/or legal risks. Executive Session concluded at 1:35 p.m.

Meeting reconvened in Regular Session at 1:35 p.m. and the following action item was discussed:

(1) Establish Available Funds for Trades District Project

Staff requested a special meeting for the Board to establish the "Available Funds" amount to be announced immediately before opening bids on Tuesday March 19th. Staff recommended using the updated cost estimate and funding scenario, which identifies the available funds at \$12,282,739 with \$11,080,139 allocated to the construction contract.

Motion No.

Moved by:

Seconded by:

03-03-24 CDRPA

JC Baldwin

Mark Spurgeon

To establish the amount of available funds for the Trades District Project as \$12,282,739 with \$11,080,139 allocated to the construction contract.

Motion Passed 6-0

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

Meeting adjourned at 1:44 p.m.

Signed and dated this 26th day of March, 2024.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

Donn Etherington, Director

W. Alan Loeb sack, Director

Richard DeRock, Director

Mark Spurgeon, Director


JC Baldwin, Director

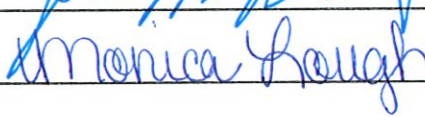
Jim Huffman, Director

Chelan Douglas Regional Port Authority
Check Register Listing
2024-February

<u>Date Issued</u>	<u>Register #</u>	<u>Reason</u>	<u>First #</u>	<u>Last #</u>	<u>Amount</u>
02/15/24		Mid-Month Employee Advances		ACH	\$6,500.00
02/15/24	2024-07	Mid-Month Payables	12819	12882	\$296,538.53
02/27/24		WA Dept of Revenue - Sales Tax		ACH	\$6,750.61
02/29/24	2024-08	February 2024 Payroll	12883	12886	\$309,987.35
02/29/24	2024-09	Month-End Payables	12887	12949	\$366,435.02
Transactions for approval March 26, 2024 total:					\$986,211.51

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 DeRock _____

Director Baldwin _____

Director Etherington _____

Director Spurgeon _____

Director Huffman _____

Director Loeb sack _____

**Chelan Douglas Regional Port Authority
Check Register
2024-07**

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

For approval February 15, 2024 checks 12819 - 12882 in the amount of

\$296,538.53

Jim Kuntz, Chief Executive Officer _____

Monica Lough, Director of Finance & Admin _____

Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
2/15/2024	Chelan County PUD	Utilities	12838	3,714.71
2/15/2024	City of Cashmere	Utilities	12840	374.95
2/15/2024	Waste Management	Utilities	12880	438.31
	Net Cashmere Mill District			\$4,527.97
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
2/15/2024	Banner Bank - SL	Maintenance Supplies	12830	173.87
2/15/2024	Banner Bank - TD	Building Repairs, Office and Maintenance Supplies	12832	2,831.03
2/15/2024	Cascade Natural Gas	Utilities	12836	21.67
2/15/2024	Chelan County PUD	Utilities	12838	13,285.13
2/15/2024	City of Wenatchee	Utilities	12841	917.27
2/15/2024	Consolidated Electrical Distributors, Inc	Maintenance Supplies	12844	4,700.16
2/15/2024	Crown Paper & Janitorial Supply	Janitorial Supplies	12846	421.04
2/15/2024	Express Services, Inc.	Admin Assistant	12853	825.28
2/15/2024	Firefly	New Laptop/Docking Station; J Williams	12854	443.10
2/15/2024	GFC Services	Meeting Room Setups/Janitorial Services	12856	6,030.78
2/15/2024	Home Depot Pro	Maintenance Supplies	12861	40.46
2/15/2024	Kelly Connect	Kyocera Copier Usage	12863	145.75
2/15/2024	Keyhole Security Inc.	Security System	12864	3,650.89
2/15/2024	Local Tel Communications	Telephone Service	12866	206.72
2/15/2024	Lowe's	Maintenance Supplies	12868	17.59
2/15/2024	ODP Business Solutions LLC	Office Supplies	12871	1,762.73
2/15/2024	Pacific Security	Patrol Service	12874	444.00
2/15/2024	Waste Management	Utilities	12880	1,208.44
2/15/2024	Weinstein Beverage Co.	Coffee Supplies	12881	218.08
	Net Confluence Technology Center			\$37,343.99
<u>DOWNTOWN WENATCHEE SOUTH</u>				
2/15/2024	Cascade Natural Gas	Utilities	12836	554.38
2/15/2024	Chelan County PUD	Utilities	12838	1,431.78
2/15/2024	City of Wenatchee	Utilities	12841	801.48
	Net Downtown Wenatchee South			\$2,787.64
<u>OLDS STATION BUSINESS PARK</u>				
2/15/2024	Cascade Natural Gas	Utilities	12836	13.78
2/15/2024	Chelan County PUD	Utilities	12838	5,378.46
2/15/2024	City of Wenatchee	Utilities	12841	1,022.12
2/15/2024	Home Depot Pro	Maintenance Supplies	12861	32.61
2/15/2024	Pacific Security	Patrol Service	12874	888.00
2/15/2024	Waste Management	Utilities	12880	146.83
	Net Olds Station Business Park			\$7,481.80

**Chelan Douglas Regional Port Authority
Check Register
2024-07**

<u>PANGBORN AIRPORT</u>			
2/15/2024	Ag Supply Co.	Diesel, Maintenance Supplies	12819 3,312.79
2/15/2024	Banner Bank - SL	Winter Operations	12830 71.87
2/25/2024	Banner Bank - TF	Regulatory Compliance, Terminal Maintenance	12833 523.15
2/15/2024	Banner Bank - TM	Phone Service, NWAAAE Membership, Marketing	12834 623.48
2/15/2024	Custom Sock Lab	Marketing	12847 2,425.80
2/15/2024	Door Tech, Inc.	Aviation Maintenance	12848 2,173.43
2/15/2024	Douglas County PUD	Utilities	12850 5,982.00
2/15/2024	FlashParking, Inc.	Parking Software	12855 11.00
2/15/2024	Harvest Valley Pest Control, Inc.	Pest Control	12860 81.30
2/15/2024	Lowe's	Maintenance Supplies	12868 91.33
2/15/2024	Mid Columbia Forklift, Inc	Equipment Maintenance	12869 148.32
2/15/2024	Moon Security Services, Inc.	Security Expenses	12870 533.65
2/15/2024	ODP Business Solutions LLC	Office Supplies	12871 432.86
2/15/2024	Pacific Power Batteries	Terminal Maintenance	12873 679.41
2/15/2024	Pacific Security	Patrol Service	12874 444.00
2/15/2024	Stan's Merry Mart	Maintenance Supplies	12878 130.54
2/15/2024	Waste Management	Utilities	12880 755.03
	Net Pangborn Airport		<u><u>\$18,419.96</u></u>
<u>PANGBORN FBO</u>			
2/15/2024	Ag Supply Co.	FBO Supplies	12819 31.23
2/15/2024	AvFuel Corp	Jet A Fuel	12824 108,835.28
2/15/2024	Banner Bank - CG	AirNav Subscription	12825 430.00
2/15/2024	Banner Bank - PE	Marketing	12827 288.55
2/15/2024	Cintas Corporation	Uniforms	12839 40.55
2/15/2024	Home Depot Pro	FBO Supplies	12861 375.61
2/15/2024	ODP Business Solutions LLC	FBO Supplies	12871 865.73
2/15/2024	Oxarc Inc.	FBO Supplies	12872 91.76
2/15/2024	Polaris Aero, LLC	Membership	12875 500.00
2/15/2024	Waste Management	Utilities	12880 177.43
	Net Pangborn FBO		<u><u>\$111,636.14</u></u>
<u>PANGBORN BUSINESS PARK</u>			
2/15/2024	Douglas County PUD	Utilities	12850 2,467.00
2/15/2024	Rodda Paint Co.	Building Supplies	12877 1,624.28
2/15/2024	York Building Services, Inc.	Janitorial Services	12882 1,535.00
	Net Pangborn Business Park		<u><u>\$5,626.28</u></u>
<u>RPA OFFICE/AVIATION CENTER</u>			
2/15/2024	Ag Supply Co.	Building Maintenance	12819 17.29
2/15/2024	Anatek Labs, Inc.	Building Maintenance	12822 920.00
2/15/2024	Cascade Natural Gas	Utilities	12836 13,611.27
2/15/2024	Douglas County PUD	Utilities	12850 1,878.00
2/15/2024	Local Tel Communications	Building Maintenance	12866 102.89
2/15/2024	Star Rentals, Inc.	Building Maintenance	12879 490.30
2/15/2024	Waste Management	Utilities	12880 395.84
	Net RPA Office/Aviation Center		<u><u>\$17,415.59</u></u>
<u>LAKE CHELAN AIRPORT</u>			
2/15/2024	Chelan County PUD	Utilities	12838 25.66
	Net Lake Chelan Airport		<u><u>\$25.66</u></u>
<u>MANSFIELD AIRPORT</u>			
2/15/2024	Douglas County PUD	Utilities	12850 31.00
	Net Mansfield Airport		<u><u>\$31.00</u></u>
<u>MALAGA PROPERTY</u>			
2/15/2024	Chelan County PUD	Utilities	12838 81.21
	Net Malaga Property		<u><u>\$81.21</u></u>

**Chelan Douglas Regional Port Authority
Check Register
2024-07**

BUSINESS PARK MAINTENANCE

2/15/2024	Banner Bank - RR	Subscription - Ring LLC	12828	108.30
2/15/2024	Banner Bank - SL	Maintenance Supplies	12830	54.65
2/15/2024	Coleman Oil Company	Fuel, Diesel	12843	349.47
2/15/2024	Employment Security Department	Benefit Charges - K Martin	12851	2,888.72
2/15/2024	Enduris	2024 Ford F250 Coverage	12852	294.00
2/15/2024	Graybeal Signs, Inc.	2024 Ford F250 Decals	12858	174.08
	Net Business Park Maintenance			\$3,869.22

ADMINISTRATIVE & GENERAL

2/15/2024	Amazon Capital Services	Office Supplies, Board Meeting Snacks	12821	146.10
2/15/2024	Banner Bank - JK	Travel; DC Delegation Trip, Lunch Meetings	12826	5,733.96
2/15/2024	Banner Bank - PE	Office Supplies, Software, Board Mtg Lunch, Registration	12827	2,484.05
2/15/2024	Banner Bank - SL	Office Supplies	12830	52.20
2/15/2024	Banner Bank - TC	Subscriptions	12831	30.95
2/15/2024	Cordell, Neher & Company, PLLC	Professional Services	12845	250.00
2/15/2024	Firefly	Software	12853	34.97
2/15/2024	Jim Kuntz	Mileage	12862	283.34
2/15/2024	Leavenworth Chamber of Commerce	2024 Membership	12865	300.00
2/15/2024	Lodestar Strategic LLC	Governmental Affairs State Contract	12867	12,000.00
2/15/2024	ODP Business Solutions LLC	Office Supplies, Office Move	12871	4,914.24
2/15/2024	Ricoh USA, Inc	Printer Usage	12876	281.02
	Net Administrative & General			\$26,510.83

BUSINESS DEVELOPMENT & MARKETING

2/15/2024	Banner Bank - JK	Executive Assistant Advertising, Marketing	12827	1,039.91
2/15/2024	Banner Bank - SD	Construction Project Manager Advertising	12829	242.59
2/15/2024	BerryDunn	Regional Sports Complex Feasibility Study	12835	18,088.00
2/15/2024	CivicPlus	Social Media Archiving Subscription	12842	4,895.90
2/15/2024	Go USA, Inc.	Logo Wear	12857	1,059.44
2/15/2024	Haglund's Trophies	Name Badge - N Rohrbach	12859	11.70
2/15/2024	Stan's Merry Mart	Logo Wear	12878	157.75
	Net Business Development & Marketing			\$25,495.29

CAPITAL PROJECTS

2/15/2024	Airport IFE Services, Inc	Runway Reconstruction Project	12820	3,100.00
2/15/2024	Ardurra	Pangborn SRE Procurement	12823	4,423.63
2/15/2024	Ardurra	GA Terminal UST Removal Project	12823	24,074.77
2/15/2024	Banner Bank - RR	2024 Ford F250 Registration	12828	64.00
2/15/2024	Chelan-Douglas Health District	Malaga Water Improvements	12837	110.00
2/15/2024	Douglas County	EF Piping Replacement Project	12849	3,513.55
				\$35,285.95
				\$296,538.53


**Chelan Douglas Regional Port Authority
Check Register
2024-08**


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

For approval February 29, 2024, checks 12883 - 12886 and electronic payments in the amount of:

\$ 309,987.35

Jim Kuntz, Chief Executive Officer





Monica Lough, Director of Finance & Admin

Date Issued	Claimant	Purpose	Check Number	Amount
<u>Payroll</u>				
02/29/24	Aiken, Larry G	February 2024 Payroll	EFT	572.57
02/29/24	Amador Lopez, Lorena	February 2024 Payroll	EFT	3,976.82
02/29/24	Asplund, Randy L	February 2024 Payroll	EFT	1,777.74
02/29/24	Baldwin, Janet L	February 2024 Payroll	EFT	2,081.62
02/29/24	Beidler, Camryn N	February 2024 Payroll	EFT	3,004.80
02/29/24	Burdick-Avis, Julie A	February 2024 Payroll	EFT	2,526.80
02/29/24	Camarillo-Reyes, Laura	February 2024 Payroll	EFT	3,788.44
02/29/24	Chatriand, Bobbie J	February 2024 Payroll	EFT	3,733.30
02/29/24	Day, Skylar	February 2024 Payroll	EFT	3,325.13
02/29/24	de Mestre, Stacie C	February 2024 Payroll	EFT	8,372.03
02/29/24	Deenik, Sarah K	February 2024 Payroll	EFT	5,890.90
02/29/24	Degnan, Tricia E	February 2024 Payroll	EFT	5,409.61
02/29/24	DeRock, Richard A	February 2024 Payroll	EFT	2,335.62
02/29/24	Downs, Paul J	February 2024 Payroll	EFT	673.56
02/29/24	Etherington, Donn	February 2024 Payroll	EFT	2,465.99
02/29/24	Flaget, Todd R	February 2024 Payroll	EFT	4,850.64
02/29/24	Gamache, Raymond B	February 2024 Payroll	EFT	461.75
02/29/24	Goodrich, Colby A	February 2024 Payroll	EFT	4,881.62
02/29/24	Huffman, James D	February 2024 Payroll	EFT	2,185.62
02/29/24	Kern, Dana	February 2024 Payroll	EFT	2,936.11
02/29/24	Kuntz, James M	February 2024 Payroll	EFT	13,016.11
02/29/24	Lamb, Kenneth R	February 2024 Payroll	EFT	5,373.62
02/29/24	Lamb, Shane C	February 2024 Payroll	EFT	5,142.00
02/29/24	Lammert, Emily B	February 2024 Payroll	EFT	2,443.28
02/29/24	Larsen, Craig N	February 2024 Payroll	EFT	5,439.23
02/29/24	Loesack, W Alan	February 2024 Payroll	EFT	1,948.24
02/29/24	Lough, Monica D	February 2024 Payroll	EFT	8,630.43
02/29/24	Malone, Joshua T	February 2024 Payroll	EFT	948.00
02/29/24	Martinez, Rafael	February 2024 Payroll	EFT	3,311.46

02/29/24	Moyers, Trent D	February 2024 Payroll	EFT	8,755.41
02/29/24	Orr, Marcus J	February 2024 Payroll	EFT	4,394.61
02/29/24	Rohrbach, Nicholas E	February 2024 Payroll	EFT	2,339.04
02/29/24	Rumburg, Concetta A	February 2024 Payroll	EFT	1,488.99
02/29/24	Russ, Ronald R	February 2024 Payroll	EFT	7,018.08
02/29/24	Russell, Justin L	February 2024 Payroll	EFT	4,110.04
02/29/24	Ruud, David K.	February 2024 Payroll	EFT	461.75
02/29/24	Smith, Charles B	February 2024 Payroll	EFT	3,966.59
02/29/24	Spurgeon, Mark M	February 2024 Payroll	EFT	1,326.20
02/29/24	Stutzman, Lynn A	February 2024 Payroll	EFT	411.75
02/29/24	Vargas-Mata, Manuel A	February 2024 Payroll	EFT	4,606.57
02/29/24	Warren, Kole A	February 2024 Payroll	EFT	3,190.63
02/29/24	Williams, Jeremy B	February 2024 Payroll	EFT	4,094.40
02/29/24	HRA VEBA Trust	February VEBA	EFT	4,350.00
02/29/24	Airlift Northwest	Memberships	12883	800.00
02/29/24	Bobbie Chatriand	February Sunshine Fund	12884	120.00
02/29/24	Health Care Authority	March Insurance	12885	48,688.43
02/29/24	Life Flight Network Foundation	Memberships	12886	1,200.00
02/29/24	Department of Retirement Systems	February Retirement	ACH	41,422.50
02/29/24	US Treasury	February Payroll Taxes	EFTPS	55,739.32
	Net Payroll			<u>309,987.35</u>

**Chelan Douglas Regional Port Authority
Check Register
2024-09**

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

For approval February 29, 2024 checks 12887 - 12949 in the amount of **\$366,435.02**

Jim Kuntz, Chief Executive Officer _____

Monica Lough, Director of Finance & Admin _____

Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
2/29/2024	Inland Fire Protection, Inc.	Fire Alarm Inspections	12922	2,105.76
2/29/2024	Local Tel Communications	Fire Alarm Service	12927	76.04
2/29/2024	Wells and Wade Mechanical	Building Maintenance	12945	87.18
	Net Cashmere Mill District			<u><u>\$2,268.98</u></u>
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
2/29/2024	Anderson Landscaping	Snow Removal	12891	8,954.24
2/29/2024	Cascade Natural Gas	Utilities	12897	13.78
2/29/2024	Crown Paper & Janitorial Supply	Janitorial Supplies	12905	440.25
2/29/2024	Express Services, Inc.	Admin Assistant	12917	465.16
2/29/2024	Local Tel Communications	Telephone	12927	562.08
2/29/2024	Strella Biotechnology	Security Deposit Refund	12940	690.04
2/29/2024	Weinstein Beverage Co.	Coffee Supplies	12944	316.38
	Net Confluence Technology Center			<u><u>\$11,441.93</u></u>
<u>DOWNTOWN WENATCHEE SOUTH</u>				
2/29/2024	Anderson Landscaping	Snow Removal	12891	2,040.00
2/29/2024	Cascade Natural Gas	Utilities	12897	22.95
2/29/2024	Home Depot Pro	Maintenance Supplies	12921	48.89
2/29/2024	Local Tel Communications	Utilities	12927	397.50
2/29/2024	Lowe's	Maintenance Supplies	12928	41.84
	Net Downtown Wenatchee South			<u><u>\$2,551.18</u></u>
<u>OLDS STATION BUSINESS PARK</u>				
2/29/2024	Anderson Landscaping	Snow Removal	12891	5,358.40
2/29/2024	Cascade Natural Gas	Utilities	12897	13.78
2/29/2024	Home Depot Pro	Maintenance Supplies	12921	45.41
2/29/2024	Local Tel Communications	Alarm Systems, Building Maintenance	12927	1,044.51
	Net Olds Station Business Park			<u><u>\$6,462.10</u></u>

**Chelan Douglas Regional Port Authority
Check Register
2024-09**

<u>PANGBORN AIRPORT</u>			
2/29/2024	Ag Supply Co.	Fuel, Diesel, Maintenance Supplies	12887 2,778.35
2/29/2024	Anatek Labs, Inc.	Winter Operations	12890 110.00
2/29/2024	Ardurra	Engineering Services	12892 1,590.28
2/29/2024	Cedars Inn	Tenant Deposit Refund	12898 178.36
2/29/2024	Douglas County Sewer District No. 1	Sewer, Glycol Disposal	12912 460.43
2/29/2024	East Wenatchee Water District	Water	12913 668.40
2/29/2024	Jerry's Auto Supply	Maintenance Supplies	12924 365.76
2/29/2024	Kole Warren	Pesticide License	12925 75.00
2/29/2024	Les Schwab Tire Center	Equipment Maintenance	12926 76.00
2/29/2024	Local Tel Communications	Phone/Internet/Cable	12927 530.71
2/29/2024	Lowe's	Maintenance Supplies	12928 44.36
2/29/2024	Moon Security Services, Inc	Security Expenses	12931 70.89
2/29/2024	Ogden Murphy Wallace, PLLC	Legal Services	12934 3,187.80
2/29/2024	Virtower LLC	VirTower Tracking Software	12943 400.00
	Net Pangborn Airport		<u><u>\$10,536.34</u></u>
<u>PANGBORN FBO</u>			
2/29/2024	AvFuel Corp	Jet Fuel	12893 83,868.86
2/29/2024	Cintas Corporation	Uniforms	12899 81.99
2/29/2024	Local Tel Communications	Utilities	12927 250.88
	Net Pangborn FBO		<u><u>\$84,201.73</u></u>
<u>PANGBORN BUSINESS PARK</u>			
2/29/2024	Ag Supply Co.	Building Maintenance	12887 44.21
2/29/2024	Douglas County Sewer District No. 1	Sewer	12912 52.50
2/29/2024	East Wenatchee Water District	Water	12913 457.80
2/29/2024	Local Tel Communications	Fire Alarm Service	12927 820.39
2/29/2024	Lowe's	Building Maintenance	12928 270.63
	Net Pangborn Business Park		<u><u>\$1,645.53</u></u>
<u>RPA OFFICE/AVIATION CENTER</u>			
2/29/2024	Cascade Natural Gas	Utilities	12897 5,373.53
2/29/2024	Douglas County Sewer District No. 1	Sewer	12912 84.00
2/29/2024	East Wenatchee Water District	Water	12913 254.70
2/29/2024	Ferguson Enterprises, Inc.	Building Maintenance	12918 68.39
2/29/2024	Lowe's	Building Maintenance	12928 65.87
	Net RPA Office/Aviation Center		<u><u>\$5,846.49</u></u>
<u>MANSFIELD AIRPORT</u>			
2/29/2024	Virtower LLC	VirTower Tracking Software	12943 400.00
	Net Mansfield Airport		<u><u>\$400.00</u></u>
<u>BUSINESS PARK MAINTENANCE</u>			
2/29/2024	Coleman Oil Company	Fuel	12901 198.36
	Net Business Park Maintenance		<u><u>\$198.36</u></u>

**Chelan Douglas Regional Port Authority
Check Register
2024-09**

<u>WATERVILLE AIRPORT</u>				
2/29/2024	Barnes Welding Inc.	Camera Use Agreement	12948	383.28
2/29/2024	Douglas County PUD	Utilities	12911	55.00
2/29/2024	Local Tel Communications	Utilities	12927	48.95
2/29/2024	Virtower LLC	VirTower Tracking Software	12943	400.00
	Net Waterville Airport			\$887.23
 <u>CHELAN AIRPORT</u>				
2/29/2024	Virtower LLC	VirTower Tracking Software	12943	400.00
	Net Chelan Airport			\$400.00
 <u>ORONDO RIVER PARK</u>				
2/29/2024	Douglas County PUD	Utilities	12911	75.00
2/29/2024	Local Tel Communications	Internet	12927	65.90
	Net Orondo River Park			\$140.90
 <u>ADMINISTRATIVE & GENERAL</u>				
2/29/2024	Alan Loeb sack	Mileage	12888	144.52
2/29/2024	Amazon Capital Services	Office Supplies, Board Room Snacks	12889	247.82
2/29/2024	Banner Bank - JK	Registration/Lodging/Travel; BrewExpo, Informa	12894	9,975.83
2/29/2024	Cascade Loop Association	Membership	12896	249.00
2/29/2024	Costco	Membership Renewal	12903	60.00
2/29/2024	CPI Printing	Supplies; Letterhead, Envelopes	12904	770.49
2/29/2024	Davis Arneil Law Firm, LLP	Legal Services	12907	11,928.80
2/29/2024	DOH Associates	Professional Services	12908	1,750.75
2/29/2024	Donn Etherington	Mileage	12909	88.04
2/29/2024	Emily B. Lammert	Mileage/Meal; Leadership Program	12949	40.48
2/29/2024	Firefly	Laptop Docking Station - B Lammert	12919	786.94
2/29/2024	J. C. Baldwin	Mileage	12923	213.86
2/29/2024	Kole Warren	Mileage/Meals; Pesticide License Course	12925	393.30
2/29/2024	Local Tel Communications	Telephone	12927	904.52
2/29/2024	Lowe's	Maintenance Supplies	12928	37.22
2/29/2024	Marcus Orr	Mileage/Meals; Pesticide License Course	12929	393.30
2/29/2024	Mark M Spurgeon	Mileage	12930	6.16
2/29/2024	Nick Rohrbach	Mileage	12932	16.08
2/29/2024	ODP Business Solutions LLC	Office/Moving Supplies	12933	626.03
2/29/2024	Ogden Murphy Wallace, PLLC	Legal Services	12934	1,899.80
2/29/2024	Richard DeRock	Mileage	12937	14.74
2/29/2024	Ricoh USA, Inc	Printer Usage	12938	309.18
2/29/2024	State Auditor's Office	Audit Services 01/2024	12939	9,549.68
2/29/2024	Trent Moyers	Meals; NW Aviation Expo	12942	128.00
2/29/2024	Xerox Corporation	Printer Usage	12946	135.32
	Net Administrative & General			\$40,669.86
 <u>BUSINESS DEVELOPMENT & MARKETING</u>				
2/29/2024	Amazon Capital Services	Chamber Banquet - Marketing Materials	12889	125.37
2/29/2024	Banner Bank - JK	Promotional Hosting; Lodestar Partners, FAA	12894	404.26
2/29/2024	Davis Arneil Law Firm, LLP	Public Records Request	12907	1,239.70
2/29/2024	GIS Planning, Inc.	Website Renewal	12920	3,917.00
2/29/2024	RESimplifi, Inc.	Website Renewal	12936	2,500.00
	Net Business Development & Marketing			\$8,186.33

**Chelan Douglas Regional Port Authority
Check Register
2024-09**

<u>CAPITAL PROJECTS</u>			
2/29/2024	Ardurra	MALSR Construction Admin	12892 356.25
2/29/2024	Ardurra	Taxiway A Realignment	12892 65,878.61
2/29/2024	Ardurra	Taxiway B Extension CM Services	12892 18,395.26
2/29/2024	Ardurra	National Guard A & E	12892 1,122.50
2/29/2024	Coffman Engineers	AFFF Evaluation	12900 3,979.50
2/29/2024	Column Software PBC	RFP - CDRPA Strategic Plan	12902 307.78
2/29/2024	Column Software PBC	RFQ - Firing Range	12902 118.72
2/29/2024	Daily Journal of Commerce	RFP - CDRPA Strategic Plan	12906 280.50
2/29/2024	DOH Associates	Airlift NW Hangar Project	12908 59,910.00
2/29/2024	DOH Associates	CTC Shell Restoration	12908 2,025.00
2/29/2024	DOH Associates	EF Piping Replacement Project	12908 5,257.99
2/29/2024	Douglas County	UST Removal Permit	12910 678.50
2/29/2024	ECONorthwest	Douglas County TIF Preliminary	12914 5,000.00
2/29/2024	Erlandsen	BLA - Ford Property	12916 2,359.00
2/29/2024	Ogden Murphy Wallace, PLLC	Trades District Bidding	12934 96.60
2/29/2024	Ogden Murphy Wallace, PLLC	Malaga Property Rezone	12934 1,191.40
2/29/2024	Ogden Murphy Wallace, PLLC	Malaga Option Agreement	12934 2,737.00
2/29/2024	Ogden Murphy Wallace, PLLC	Malaga Water System	12934 9,514.50
2/29/2024	Ogden Murphy Wallace, PLLC	Adcock Property Purchase	12934 32.20
2/29/2024	Ogden Murphy Wallace, PLLC	Firing Range Association Property	12934 6,857.90
2/29/2024	Pacific Engineering	Executive Flight Apron A &E	12935 1,286.25
2/29/2024	Tiberius Solutions LLC	Douglas County TIF Consulting	12941 1,347.50
2/29/2024	Wells and Wade Mechanical	Accor HVAC Project Retainage	12945 1,865.10
	Net Capital Projects		\$190,598.06

TOTAL

\$366,435.02

VOID: 12895, 12915, 12947

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY
RESOLUTION NO. 2024-05
RESOLUTION TO VOID CHECK NO. 12466**

Whereas Check No. 12466 in the amount of \$60.00, payable to US Forest Service, on Register Page No. 2023-47 was created and signed on November 15, 2023, for a Confluence Technology Center reservation refund.

Whereas Check No. 12466 was returned by the payee and a credit was applied to the payee's account for a future reservation at the Confluence Technology Center.

Now, therefore be it resolved by the Board of Directors of the Chelan Douglas Regional Port Authority, a municipal corporation of the State of Washington, that Check No. 12466 be declared VOID.

Dated this 26th day of March 2024.

Chelan Douglas Regional Port Authority

Richard DeRock, Director

Mark Spurgeon, Director

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

W. Alan Loeb sack, Director

Chelan Douglas Regional Port Authority

Board of Directors Calendar

February 2024

Date	Meeting	Location	RD	JCB	DE	MS	JH	AL
02/01/24	Attorney Interviews/Port Day	Seattle/Olympia	X	X				X
02/02/24	WPPA Port Day	Olympia	X	X				X
02/02/24	Sports Complex Meeting	CTC					X	
02/05/24	Climavision Conference Call	Zoom					X	
02/06/24	Meeting w/ Jim Kuntz	CDRPA				X		
02/08/24	CDTC Board Meeting	CTC	X					
02/09/24	Meeting w/ Jim Kuntz	CDRPA			X	X		
02/09/24	Meeting w/ Mayor Jim Fletcher	Apple Blossom Cashmere		X				
02/13/24	CDRPA Board Meeting	CTC	X	X	X	X	X	X
02/14/24	District 1 Meeting	Zoom			X			
02/14/24	NCWEDD Board Retreat	Chelan					X	
02/15/24	Trails Leadership Meeting	Tread	X					
02/20/24	Wenatchee Valley Chamber Board Meeting	WVCC			X	X		
02/21/24	Microsoft Meeting	CDRPA			X			
02/21/24	Wen. Downtown Association Banquet	Wen. Convention Center			X*	X		
02/21/24	WPPA Executive Meeting	Zoom		X				
02/23/24	Meeting w/ Jim Kuntz	CDRPA			X			
02/23/24	Materials Binder Pick Up	CDRPA				X		
02/23/24	Upper Valley Commissioners Meeting	Big Y Café		X				
02/27/24	CDRPA Board Meeting	CTC	X	X	X	X	X	
02/28/24	Tread Ex-Officio Meeting	Pybus			X		X	
02/29/24	Meeting w/ Mark Spurgeon	Sage Hill Bakery			X			
02/29/24	Meeting w/ Donn Etherington	CDRPA				X		
02/29/24	Meeting w/ Jim Kuntz and Steve Wilkinson	CDRPA			X*	X*		

* denotes multiple meetings on same day

Memo

To: Board of Directors

From:  Jim Kuntz

Date: March 21, 2024

Re: The Trades District

At Tuesday's meeting, staff will be reviewing with the Board the following information:

1. Overall goals and objectives
2. Budget based on bids received (attached)
3. Bid Sheet (attached)
4. Bid Award Options (attached)
5. Financial/ Rent Model

Trades District Budget and Funding Scenarios

	2/14/23 Orig Budget	Halme Base Bid	Halme w/ All Alts
Construction Costs	\$ 10,603,888	\$ 12,411,800	\$ 11,521,836
Design West	\$ 1,125,000	\$ 1,052,600	\$ 1,052,600
Inspection (Est)		\$ 150,000	\$ 150,000
Total Cost	\$ 11,728,888	\$ 13,614,400	\$ 12,724,436
EDA Grant	\$ 4,990,967	\$ 4,990,967	\$ 4,990,967
SBIF Grant		\$ 1,160,000	\$ 1,160,000
State Grant	\$ 2,950,000	\$ 2,950,000	\$ 2,950,000
CERB Loan	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Total Funding	\$ 10,440,967	\$ 11,600,967	\$ 11,600,967
Port Reserves	\$ 1,287,921	\$ 2,013,433	\$ 1,123,469
Total Port Contribution	\$ 3,787,921	\$ 4,513,433	\$ 3,623,469

Includes CERB Principle Repayment

Trades District Bid Tab

		Available Funds/Eng Est	Halme	Schuchart	Cascade Central	Absher	Lydig
Base Bid		\$ 10,221,528	\$ 11,450,000	\$ 11,900,000	\$ 12,100,000	\$ 12,590,000	\$ 12,037,000
w/ WSST		\$ 11,080,136	\$ 12,411,800	\$ 12,899,600	\$ 13,116,400	\$ 13,647,560	\$ 13,048,108
Alt 1	Decorative Fence	\$ (21,635)	\$ (400,000)	\$ (45,700)	\$ (275,000)	\$ (322,000)	\$ (71,500)
Subtotal			\$ 11,050,000	\$ 11,854,300	\$ 11,825,000	\$ 12,268,000	\$ 11,965,500
w/ WSST		\$ -	\$ 11,978,200	\$ 12,850,061	\$ 12,818,300	\$ 13,298,512	\$ 12,970,602
Alt 2	Aluminum Feeders	\$ (22,060)	\$ (4,000)	\$ (109,800)	\$ (105,000)	\$ (115,000)	\$ (56,000)
Subtotal			\$ 11,046,000	\$ 11,744,500	\$ 11,720,000	\$ 12,153,000	\$ 11,909,500
w/ WSST		\$ -	\$ 11,973,864	\$ 12,731,038	\$ 12,704,480	\$ 13,173,852	\$ 12,909,898
Alt 3	Site Receptacles	\$ (29,781)	\$ (4,000)	\$ (4,600)	\$ (4,500)	\$ (4,800)	\$ (1,700)
Subtotal			\$ 11,042,000	\$ 11,739,900	\$ 11,715,500	\$ 12,148,200	\$ 11,907,800
w/ WSST		\$ -	\$ 11,969,528	\$ 12,726,052	\$ 12,699,602	\$ 13,168,649	\$ 12,908,055
Alt 4	Resinous Flooring	\$ (379,627)	\$ (147,000)	\$ (272,500)	\$ (200,000)	\$ (215,000)	\$ (178,000)
Subtotal			\$ 10,895,000	\$ 11,467,400	\$ 11,515,500	\$ 11,933,200	\$ 11,729,800
w/ WSST		\$ -	\$ 11,810,180	\$ 12,430,662	\$ 12,482,802	\$ 12,935,589	\$ 12,715,103
Alt 5	Gypsum Ceilings	\$ (180,368)	\$ (64,000)	\$ (55,100)	\$ (100,000)	\$ (59,000)	\$ (64,000)
Subtotal			\$ 10,831,000	\$ 11,412,300	\$ 11,415,500	\$ 11,874,200	\$ 11,665,800
w/ WSST		\$ -	\$ 11,740,804	\$ 12,370,933	\$ 12,374,402	\$ 12,871,633	\$ 12,645,727
Alt 6	Glass OH Doors	\$ (7,169)	\$ (47,000)	\$ (600)	\$ (1)	\$ (6,900)	\$ 10,500
Subtotal			\$ 10,784,000	\$ 11,411,700	\$ 11,415,499	\$ 11,867,300	\$ 11,676,300
w/ WSST		\$ -	\$ 11,689,856	\$ 12,370,283	\$ 12,374,401	\$ 12,864,153	\$ 12,657,109
Alt 7	Site Planters	\$ (45,134)	\$ (42,000)	\$ (40,200)	\$ (40,000)	\$ (43,000)	\$ (36,000)
Subtotal			\$ 10,742,000	\$ 11,371,500	\$ 11,375,499	\$ 11,824,300	\$ 11,640,300
w/ WSST		\$ -	\$ 11,644,328	\$ 12,326,706	\$ 12,331,041	\$ 12,817,541	\$ 12,618,085
Alt 8	Shade Structures	\$ (99,270)	\$ (55,000)	\$ (130,000)	\$ (132,000)	\$ (116,000)	\$ (302,000)
Subtotal			\$ 10,687,000	\$ 11,241,500	\$ 11,243,499	\$ 11,708,300	\$ 11,338,300
w/ WSST		\$ -	\$ 11,584,708	\$ 12,185,786	\$ 12,187,953	\$ 12,691,797	\$ 12,290,717
Alt 9	Union Landscaping	\$ (279,798)	\$ (58,000)	\$ (61,200)	\$ (60,000)	\$ (33,000)	\$ (37,500)
Subtotal			\$ 10,629,000	\$ 11,180,300	\$ 11,183,499	\$ 11,675,300	\$ 11,300,800
w/ WSST		\$ -	\$ 11,521,836	\$ 12,119,445	\$ 12,122,913	\$ 12,656,025	\$ 12,250,067



The Trades District Bid Award Options

- 1. Award to lowest responsible bidder without accepting any bid alternates.**
- 2. Award to lowest responsible bidder and accept certain bid alternates. The alternates must be awarded in priority order as listed on the bid form.**
- 3. Reject all bids. Undertake additional value engineering, reduce the number of bid alternates, and rebid.**



The Trades District

Financial Considerations

Phase I.

- Board policy on recovering the Regional Port's share of the investment?
- Current proposed lease rates cover CERB Loan repayment obligations.
- How to recover Regional Port's \$1,123,469 to \$2,013,433 additional investment into the project.

Phase II. - Pending

Senate Financial Service and General Government Committee
Congressional Directed Spending Request.

Regional Port Request

Federal	\$5,000,000
Regional Port Match	\$1,000,000

Total:	\$6,000,000
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Pending

Federal	\$4,000,000
Regional Port Match	\$680,000
or	1,000,000

Memo

To: Board of Directors

From: Jim Kuntz

Date: March 21, 2024

Re: Airlift Northwest Hangar Project- Pangborn Airport

At Tuesday's meeting we will be reviewing the status of the Airlift Northwest Hangar Project. Jeff Richey, Executive Director of Airlift Northwest will be joining us. Please find enclosed the following information.

- Existing Lease Summary Information Regarding Lease At Executive Flight – Page 1
- Project Cost & Current Available Funding for the project - Page 2
- Cost Estimate As of 03-06-2024 – Pages 3-5
- Overall Costs of Taxiway B, Utility Extensions, & Hangar – Pages 6-7
- Options Moving Forward – Pages 8-9
- Shell Only Cost Estimate – Pages 10-11
- Debt Service Schedule Option C – Pages 12-14



**Airlift Northwest Lease with
Regional Port- Executive Flight Buildings**

- **Current lease term expires on June 30, 2025**
- **Regional Port has an early termination clause. Three months notice if 75% of hangar space is leased.**

Current Rent:

Aviation Hangar & Mobile Home	\$6,753.05
Sleep Room	\$ 286.84
Tool/ Storage Room	\$ 278.49
<hr/>	
Total Monthly Rent	\$7,318.38

**State of Washington Military Department lease with
Regional Port- Executive Flight Building**

**Tenant takes the premises subject to Airlift Northwest sublease.
Anticipated Airlift Northwest termination in late 2024.**



Airlift Northwest

Pangborn Airport Hangar/ Operations Center Building

Total Estimated Costs	\$6,117,000
2023 State Funding	(\$485,000)
2024 State Funding	(\$1,164,000)
<hr/>	
Outstanding Balance	\$4,468,000



Cost Estimate
As of 03-06-2024

Statement of Probable Construction Costs
Airlift NW Aircraft Hangar

The DOH Associates, PS

Job No.: 2333

Name of Organization:

Chelan Douglas Regional Port Authority
 One Campbell Parkway, Suite A
 East Wenatchee, WA 98802

3/6/2024

Page 1

Item:	Quantity	Unit	Unit Cost	Item Cost
Construction Document Phase				\$ 6,116,996.80
RECOMMENDED PROJECT BUDGET				
Initial Construction Costs	1	ls	\$ 4,984,059.93	\$ 4,984,059.93
Washington State Sales Tax @ 8.3%	\$ 4,984,060	%	8.3%	\$ 413,676.97
A/E Fee (Basic) through SD	0	ls	\$ 0.00	\$ 0.00
A/E Fee through Contract Documents	1	ls	\$207,500.00	\$ 207,500.00
A/E Fee Construction	1	ls	\$106,000.00	\$ 106,000.00
Reimbursables and A/E Contingency	1	ls	\$ 15,000.00	\$ 15,000.00
Specialty Consultants (Civil)	0	ls	\$ 0.00	\$ 0.00
Utilities and Advertisement	1	ls	\$ 25,000.00	\$ 25,000.00
Special Inspection and Testing	1	ls	\$ 40,000.00	\$ 40,000.00
Cultural Resources Report	0	ls	\$ 0.00	\$ 0.00
SEPA Checklist	0	ls	\$ 2,000.00	\$ 0.00
CUP Application	0	ls	\$ 2,000.00	\$ 0.00
Building Permit & Plan Check Fee	1	ls	\$ 24,513.05	\$ 24,513.05
Utility Connection Fee (Water/Sewer)	1	ls	\$ 5,000.00	\$ 5,000.00
Utility Connection Fee (PUD)	1	ls	\$ 15,000.00	\$ 15,000.00
Utility Fiber/Telecom Connection to Building	1	ls	\$ 11,360.00	\$ 11,360.00
Construction Contingency @ 5%	\$ 5,397,737	%	5%	\$ 269,886.84
** excludes furniture, shop equipment				
Taxes, Fees, &Contingency escalation	\$ 0	%	0%	\$ 6,116,996.80
				\$ 0.00
RECOMMENDED PROJECT BUDGET				\$ 6,116,996.80

Statement of Probable Construction Costs
Airlift NW Aircraft Hangar

The DOH Associates, PS

Job No.: 2333

Name of Organization:

Chelan Douglas Regional Port Authority
 One Campbell Parkway, Suite A
 East Wenatchee, WA 98802

3/6/2024

Page 2

Description:

Amount

Construction Document Phase	\$ 4,984,059.93
TABULATION OF CONSTRUCTION COSTS	

Base Bid

1	General Conditions	\$ 376,542.64
2	Existing Conditions	\$ 63,811.13
3	Concrete	\$ 460,407.08
4	Masonry	\$ 0.00
5	Steel	\$ 35,227.81
6	Carpentry	\$ 61,830.76
7	Thermal / Moisture Protection	\$ 64,770.06
8	Doors / Windows	\$ 400,780.87
9	Finishes / Exterior Walls	\$ 323,240.93
10	Specialties	\$ 12,950.00
11	Equipment	\$ 15,125.00
12	Furnishings	\$ 12,627.90
13	Special Construction	\$ 489,653.35
14	Conveying Systems	\$ 0.00
21	Fire Suppression	\$ 87,350.98
22	Plumbing	\$ 208,313.98
23	Mechanical / HVAC	\$ 673,517.29
25	Integrated Automation	\$ 0.00
26	Electrical	\$ 389,390.40
27	Communications	\$ 47,183.47
28	Electronic Safety and Security	\$ 32,766.30
31	Earthwork	\$ 228,290.90
32	Exterior Improvements	\$ 412,225.65
33	Utilities	\$ 74,002.40

Construction Cost Subtotal (Minimum)	\$ 4,470,008.90
Contractor's O&P (20%)	\$ 894,001.78
Estimating Contingency (2 1/2%)	\$ 134,100.27
Construction Cost Total (Maximum)	\$ 5,498,110.95
MEDIAN CONSTRUCTION COST TOTAL	\$ 4,984,059.93

10,402 \$ 479.14

Alternates

1		
2		
3		
4		
5		
6		

Construction Cost Subtotal (Alternates)	\$ 0.00
Contractor's O&P (10%)	\$ 0.00
Estimating Contingency (10%)	\$ 0.00
Construction Cost Total (Base Bid)	\$ 0.00
MEDIAN ALTERNATES CONSTRUCTION COST TOTAL	\$ 0.00

COMPLETE CONSTRUCTION COST TOTAL \$ 4,984,059.93



**Overall Cost of
Taxiway B, Utility Extensions,
& Hangar**

**Chelan Douglas Regional Port Authority
Pangborn Airport Infrastructure Improvements
to Support Air Medical Operations**

Projected Expenses

Taxiway B and Utility Extensions	\$ 4,169,207
Hangar/Operations Center Building	\$ 6,100,000
	<hr/>
Total Costs	\$ 10,269,207

Secured Funding

12% CARB Loan (CDRPA Obligation)	\$ 1,200,000
20% Future Capital Collection Fees (CDRPA Risk)	\$ 2,067,205
20% FAA Grant	\$ 2,083,301
5% Washington State Capital Budget	\$ 485,000
	<hr/>
Total Secured	\$ 5,835,506

Needed Funding

43%	\$ 4,433,701
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Airlift Northwest Hangar Project

Options Moving Forward

Option A: Wait For More Money

Bank funding already pledged from the State of Washington. Wait for additional state funding in fiscal year 2025.

Banked Funding:

2023	\$ 485,000
<u>2024</u>	<u>\$1,164,000</u>
Total:	\$1,649,000

Pros:

- Reduces CDRPA Risks

Cons:

- Uncertainty with additional state funding
- Increasing costs of construction

Option B: Partial Buildout

Proceed with hangar complex shell and hangar door only. Make it weather tight. Delay interior finish work and outside paving work until additional funding can be secured.

Shell Only	\$2,883,521
<u>State Funds</u>	<u>(\$1,649,000)</u>
Total:	\$1,234,521

Pros:

- Building shell phase gets completed in fiscal year 2024
- If additional funding is secured in 2025, project gets completed in late 2025

Cons:

- Uncertainty with additional state funding

Option C: Full Buildout

Proceed with construction now with Port funding the difference. Enter into lease agreement with Airlift Northwest. Lease written as an unfunded capital lease that requires additional state funding.

Pros:

- Project gets completed in late 2024/early 2025
- Airlift Northwest can move out of Executive Flight Complex sooner
- No risk to Regional Port if Airlift Northwest signs lease with commitment to pay Regional Port's debt service

Cons:

- Regional Port would need to fund \$4.4 million
- Rent payments from Airlift Northwest would be substantial

Option D: No Build

Abandon new hangar project. Move Airlift Northwest operations into 80x80 (6,400sq ft.) Fedex Hangar. Work with Douglas County to approve living quarters next to hangar. Currently leased to Shane Akins on month to month basis. Rent \$4,160.00 per month.

Pros:

- Would be the least cost option

Cons:

- Return the \$1.7 million in state funding
- Lose anchor tenant for hangar pad development next to Executive Flight



**Shell Only
Cost Estimate
Option B**

Statement of Probable Construction Costs
Airlift NW Aircraft Hangar

The DOH Associates, PS

Job No.: 2333

Name of Organization:

Chelan Douglas Regional Port Authority
 One Campbell Parkway, Suite A
 East Wenatchee, WA 98802

3/6/2024

Page 1

Item:	Quantity	Unit	Unit Cost	Item Cost
Construction Document Phase				\$ 2,883,521.20
RECOMMENDED PROJECT BUDGET				
Initial Construction Costs		1 ls	\$ 2,137,539.29	\$ 2,137,539.29
Washington State Sales Tax @ 8.4%	\$ 2,137,539	%	8.4%	\$ 179,553.30
A/E Fee (Basic) through SD		0 ls	\$ 0.00	\$ 0.00
A/E Fee through Contract Documents - completed		1 ls	\$207,500.00	\$ 207,500.00
Revise Existing Plans		1 ls	\$ 65,000.00	\$ 65,000.00
A/E Fee Construction		1 ls	\$106,000.00	\$ 106,000.00
credit for reduced work in this phase		1 ls	-\$ 65,000.00	-\$ 65,000.00
Reimbursables and A/E Contingency		1 ls	\$ 15,000.00	\$ 15,000.00
Specialty Consultants (Civil)		0 ls	\$ 0.00	\$ 0.00
Utilities and Advertisement		1 ls	\$ 25,000.00	\$ 25,000.00
Special Inspection and Testing		1 ls	\$ 40,000.00	\$ 40,000.00
Cultural Resources Report		0 ls	\$ 0.00	\$ 0.00
SEPA Checklist		0 ls	\$ 2,000.00	\$ 0.00
CUP Application		0 ls	\$ 2,000.00	\$ 0.00
Building Permit & Plan Check Fee		1 ls	\$ 10,713.97	\$ 10,713.97
Utility Connection Fee (Water/Sewer)		1 ls	\$ 5,000.00	\$ 5,000.00
Utility Connection Fee (PUD)		1 ls	\$ 30,000.00	\$ 30,000.00
Utility Fiber/Telecom Connection to Building		1 ls	\$ 11,360.00	\$ 11,360.00
Construction Contingency @ 5%	\$ 2,317,093	%	5%	\$ 115,854.63
** excludes furniture, shop equipment				
Taxes, Fees, &Contingency escalation		\$ 0 %	0%	\$ 2,883,521.20
				\$ 0.00
RECOMMENDED PROJECT BUDGET				\$ 2,883,521.20



**Debt Service Schedule if
Regional Port Borrows
\$4.4 Million per Option C.**

Loan Summary

Loan Amount:	\$4,400,000.00	Number of Payments:	40
Annual Interest Rate:	4.5000%	Periodic Payment:	\$167,980.46
Loan Date:	04/01/2024	1st Payment Due:	05/01/2024
Payment Frequency:	Semiannually	Last Payment Due:	11/01/2043
Total Interest Due:	\$2,122,736.37	Total All Payments:	\$6,522,736.37

Payment Schedule

#/Year	Date	Payment	Interest	Principal	Balance
Loan:	04/01/2024	0.00	0.00	0.00	4,400,000.00
1:1	05/01/2024	167,980.46	16,500.00	151,480.46	4,248,519.54
2:1	11/01/2024	167,980.46	95,591.69	72,388.77	4,176,130.77
	2024 Totals:	335,960.92	112,091.69	223,869.23	
	Running Totals:	335,960.92	112,091.69	223,869.23	
3:2	05/01/2025	167,980.46	93,962.94	74,017.52	4,102,113.25
4:2	11/01/2025	167,980.46	92,297.55	75,682.91	4,026,430.34
	2025 Totals:	335,960.92	186,260.49	149,700.43	
	Running Totals:	671,921.84	298,352.18	373,569.66	
5:3	05/01/2026	167,980.46	90,594.68	77,385.78	3,949,044.56
6:3	11/01/2026	167,980.46	88,853.50	79,126.96	3,869,917.60
	2026 Totals:	335,960.92	179,448.18	156,512.74	
	Running Totals:	1,007,882.76	477,800.36	530,082.40	
7:4	05/01/2027	167,980.46	87,073.15	80,907.31	3,789,010.29
8:4	11/01/2027	167,980.46	85,252.73	82,727.73	3,706,282.56
	2027 Totals:	335,960.92	172,325.88	163,635.04	
	Running Totals:	1,343,843.68	650,126.24	693,717.44	
9:5	05/01/2028	167,980.46	83,391.36	84,589.10	3,621,693.46
10:5	11/01/2028	167,980.46	81,488.10	86,492.36	3,535,201.10
	2028 Totals:	335,960.92	164,879.46	171,081.46	
	Running Totals:	1,679,804.60	815,005.70	864,798.90	
11:6	05/01/2029	167,980.46	79,542.02	88,438.44	3,446,762.66
12:6	11/01/2029	167,980.46	77,552.16	90,428.30	3,356,334.36
	2029 Totals:	335,960.92	157,094.18	178,866.74	
	Running Totals:	2,015,765.52	972,099.88	1,043,665.64	
13:7	05/01/2030	167,980.46	75,517.52	92,462.94	3,263,871.42
14:7	11/01/2030	167,980.46	73,437.11	94,543.35	3,169,328.07
	2030 Totals:	335,960.92	148,954.63	187,006.29	
	Running Totals:	2,351,726.44	1,121,054.51	1,230,671.93	
15:8	05/01/2031	167,980.46	71,309.88	96,670.58	3,072,657.49
16:8	11/01/2031	167,980.46	69,134.79	98,845.67	2,973,811.82
	2031 Totals:	335,960.92	140,444.67	195,516.25	
	Running Totals:	2,687,687.36	1,261,499.18	1,426,188.18	
17:9	05/01/2032	167,980.46	66,910.77	101,069.69	2,872,742.13
18:9	11/01/2032	167,980.46	64,636.70	103,343.76	2,769,398.37
	2032 Totals:	335,960.92	131,547.47	204,413.45	
	Running Totals:	3,023,648.28	1,393,046.65	1,630,601.63	
19:10	05/01/2033	167,980.46	62,311.46	105,669.00	2,663,729.37
20:10	11/01/2033	167,980.46	59,933.91	108,046.55	2,555,682.82
	2033 Totals:	335,960.92	122,245.37	213,715.55	
	Running Totals:	3,359,609.20	1,515,292.02	1,844,317.18	
21:11	05/01/2034	167,980.46	57,502.86	110,477.60	2,445,205.22
22:11	11/01/2034	167,980.46	55,017.12	112,963.34	2,332,241.88
	2034 Totals:	335,960.92	112,519.98	223,440.94	
	Running Totals:	3,695,570.12	1,627,812.00	2,067,758.12	
23:12	05/01/2035	167,980.46	52,475.44	115,505.02	2,216,736.86
24:12	11/01/2035	167,980.46	49,876.58	118,103.88	2,098,632.98
	2035 Totals:	335,960.92	102,352.02	233,608.90	
	Running Totals:	4,031,531.04	1,730,164.02	2,301,367.02	
25:13	05/01/2036	167,980.46	47,219.24	120,761.22	1,977,871.76
26:13	11/01/2036	167,980.46	44,502.11	123,478.35	1,854,393.41
	2036 Totals:	335,960.92	91,721.35	244,239.57	
	Running Totals:	4,367,491.96	1,821,885.37	2,545,606.59	
27:14	05/01/2037	167,980.46	41,723.85	126,256.61	1,728,136.80
28:14	11/01/2037	167,980.46	38,883.08	129,097.38	1,599,039.42
	2037 Totals:	335,960.92	80,606.93	255,353.99	
	Running Totals:	4,703,452.88	1,902,492.30	2,800,960.58	

Last payment decreased by \$196,482.03 due to interest rounding

Calculation method: Normal, 360 days per year

Payment Schedule

#/Year	Date	Payment	Interest	Principal	Balance
29:15	05/01/2038	167,980.46	35,978.39	132,002.07	1,467,037.35
30:15	11/01/2038	167,980.46	33,008.34	134,972.12	1,332,065.23
	2038 Totals:	335,960.92	68,986.73	266,974.19	
	Running Totals:	5,039,413.80	1,971,479.03	3,067,934.77	
31:16	05/01/2039	167,980.46	29,971.47	138,008.99	1,194,056.24
32:16	11/01/2039	167,980.46	26,866.27	141,114.19	1,052,942.05
	2039 Totals:	335,960.92	56,837.74	279,123.18	
	Running Totals:	5,375,374.72	2,028,316.77	3,347,057.95	
33:17	05/01/2040	167,980.46	23,691.20	144,289.26	908,652.79
34:17	11/01/2040	167,980.46	20,444.69	147,535.77	761,117.02
	2040 Totals:	335,960.92	44,135.89	291,825.03	
	Running Totals:	5,711,335.64	2,072,452.66	3,638,882.98	
35:18	05/01/2041	167,980.46	17,125.13	150,855.33	610,261.69
36:18	11/01/2041	167,980.46	13,730.89	154,249.57	456,012.12
	2041 Totals:	335,960.92	30,856.02	305,104.90	
	Running Totals:	6,047,296.56	2,103,308.68	3,943,987.88	
37:19	05/01/2042	167,980.46	10,260.27	157,720.19	298,291.93
38:19	11/01/2042	167,980.46	6,711.57	161,268.89	137,023.04
	2042 Totals:	335,960.92	16,971.84	318,989.08	
	Running Totals:	6,383,257.48	2,120,280.52	4,262,976.96	
39:20	05/01/2043	167,980.46	3,083.02	164,897.44	-27,874.40
40:20	11/01/2043	-28,501.57	-627.17	-27,874.40	0.00
	2043 Totals:	139,478.89	2,455.85	137,023.04	
	Running Totals:	6,522,736.37	2,122,736.37	4,400,000.00	

Last payment decreased by \$196,482.03 due to interest rounding

Calculation method: Normal, 360 days per year

AccurateCalculators.com

Memo

To: Board of Directors

From: Stacie de Mestre

Date: March 21, 2024

Re: Terminal Apron Reconstruction Project – Settlement Agreement

Attached please find the final settlement agreement between the Chelan Douglas Regional Port Authority, T-O Engineers/Ardurra Group, Inc, and Mead and Hunt, Inc for the Terminal Apron Reconstruction Project. This agreement has been reviewed and accepted by all parties, including CDRPA legal counsel. At the time of the meeting packets being assembled, the agreement was still being routed for signature. If the signed agreement is not received prior to Tuesday's meeting, it will be removed from the agenda.

Also attached for your reference is a comparison of the final project cost versus the previously approved project budget.

CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL LIMITED RELEASES

This **CONFIDENTIAL SETTLEMENT AGREEMENT AND MUTUAL LIMITED RELEASES** (the “**Agreement**”) is made as of _____, 2024 by, between, and among PANGBORN MEMORIAL AIRPORT AUTHORITY n/k/a CHELAN DOUGLAS REGIONAL PORT AUTHORITY (“**CDRPA**”), a Washington municipal corporation and a Joint Venture of the Port of Chelan County and the Port of Douglas County, T-O ENGINEERS, INC. now known as T-O ENGINEERS, LLC (“**T-O**”), a Delaware limited liability company and now part of Ardurra Group, Inc., and MEAD AND HUNT, INC. (“**M&H**”), a Wisconsin corporation. **CDRPA**, **T-O**, and **M&H** may hereinafter each be individually referred to as a “**Party**” and collectively as the “**Parties**”.

I. RECITALS

WHEREAS, this **Agreement** memorializes the resolution of certain claims and disputes that have arisen in regard to the design and construction of improvements to the Pangborn Memorial Airport known as the Terminal Apron Reconstruction (Design and Construction) Project and identified as AIP Project Number 3-53-0084-044-2021, and located at 1 Pangborn Drive, East Wenatchee, Washington 98802 (the “**Project**”);

WHEREAS, on or about June 6, 2017, **CDRPA** and **T-O** entered into an Agreement for Professional Engineering Services at Pangborn Memorial Airport (the “**PES**”) pursuant to which **T-O** agreed to act as **CDRPA**’s Airport General Consulting Engineer for engineering, environmental, and miscellaneous services during the term of the **PES**;

WHEREAS, on November 24, 2020, **T-O** issued **CDRPA** a Scope of Work for the **Project** (the “**SOW**”);

WHEREAS, **CDRPA** and **T-O** entered into Task Order 21-01 for the **Project** with a Notice to Proceed date of January 13, 2021, which **T-O** executed on January 6, 2021 and **CDRPA** executed on January 26, 2021 (the “**T-O Task Order**”);

WHEREAS, **T-O** and **M&H** entered into M&H Task Order No.: 21-01 dated January 27, 2021 for the design of the **Project**’s improvements, glycol and stormwater treatment and disposal, and electrical (lighting and signage), which **M&H** signed on January 27, 2021 and **T-O** signed on February 2, 2021 (the “**M&H Task Order**”);

WHEREAS, on August 9, 2022, **T-O** provided **M&H** with **CDRPA**’s list of alleged electrical issues on the **Project** (the “**Electrical Issues**”) that were based on Hurst Construction, LLC’s July 25, 2022 Proposed Change Orders for Field Directives 11 and 14 in the amount of \$53,126.40 (collectively, “**PCO**”) and additional work deemed required beyond same, which along with Request for Change Order Proposal #1 (“**COPI**”), were then incorporated into Change Order #4 in the amount of \$550,022.67 that was executed on April 4, 2023 (**PCO** and **COPI** are collectively, “**CO4**”);

WHEREAS, the **Parties** have engaged in settlement negotiations in an attempt to resolve their respective claims against each other regarding the alleged **Electrical Issues** and **CO4** without the need for further legal action and expense; and

WHEREAS, the **Parties** have determined that it is in their best interest to avoid further costs and delays in resolving the claims, liabilities, disputes, damages, causes of action, and potential causes of action between them related to the **Electrical Issues**, **CO4**, and the resulting increased cost of the **Project** (collectively, the “**Settled Claims**”). As such, **CDRPA**, **T-O**, and **M&H** now desire to, and have agreed to, compromise and fully and completely settle and resolve any and all of the claims, disputes, causes of action, and potential causes of action by, between and/or among them including, but not limited to, any and all claims that either Party asserted, could have asserted, or should have asserted against the other **Party** relating to, regarding and/or arising out of the **Settled Claims**; and, wish to memorialize the terms and conditions in this **Agreement**.

NOW, THEREFORE, in exchange for the mutual agreements, covenants, promises, conditions, representations, and warranties contained herein, and in consideration for the execution of this **Agreement** and payment in the amount set forth herein, as well as for good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged, the **Parties** do each hereby stipulate and freely and voluntarily agree by and between themselves as follows:

II. SETTLEMENT AGREEMENT

1. **Recitals.** The Recitals set forth above are made a part of this **Agreement**. The undersigned **Parties** affirm, agree, and acknowledge that all facts set forth above in the Recitals are true and correct to the best of the **Parties**’ knowledge, information and/or belief; they shall be binding in any future proceeding(s); and, they are incorporated herein as if set forth herein in their entirety.

2. **Effective Date.** The Effective Date of this **Agreement** is the date last executed by a **Party** (the “**Effective Date**”).

3. **Consideration.** Without making any admission of liability or fault, within thirty (30) calendar days of the **Effective Date** of this **Agreement**, and in consideration of the **Parties**’ resolution of the **Settled Claims**, **M&H** shall cause to be delivered to **CDRPA** the sum of EIGHTY-ONE THOUSAND and 00/XX Dollars (\$81,000.00) (the “**M&H Payment**”) and **T-O** shall cause to be delivered to **CDRPA** the sum of THIRTY THOUSAND and 00/XX Dollars (\$30,000.00) (the “**T-O Payment**”) (the **M&H Payment** and the **T-O Payment** are collectively, the “**Settlement Payment**”).

4. **Releases.**

A. **Mutual Limited Releases.** Save and except for the rights and obligations created by this Agreement, none of which rights or obligations are impaired or abrogated by the Mutual Limited Releases provided in this Section, and save and except for the **Exceptions** to the **Released Claims** as set forth and defined herein, and subject to **CDRPA**’s receipt of the **Settlement Payment**, the **Parties**, on behalf of themselves, their past, present, and future corporate parents, holding companies, owners, commonly controlled entities, managing, general and/or limited partners, subsidiaries, affiliates, divisions, predecessors, successors, directors, officers, principals, professionals, administrators, managers, members, employees, independent contractors, stockholders, shareholders, investors, board members, agents, representatives, attorneys and their respective

heirs survivors, beneficiaries, executors, administrators, successors, and assigns of any of the foregoing (in the event of their death, incapacity or bankruptcy), any other person, firm or corporation bound to defend or pay judgments against them, and any others acting by or on behalf of each **Party**, as their interests may appear (each, a “**Releasor**” and collectively, the “**Releasors**”), intending to be legally bound, hereby knowingly and voluntarily agree to unconditionally, irrevocably, fully, completely, and forever release, acquit, waive, remise, and discharge each other **Party**, and all of its past, present, and future parents, holding companies, owners, commonly controlled entities, managing, general and/or limited partners, subsidiaries, affiliates, divisions, predecessors, successors, directors, officers, principals, professionals, administrators, managers, members, employees, independent contractors, stockholders, shareholders, investors, board members, agents, representatives, attorneys, insurers, reinsurers, and their respective heirs survivors, beneficiaries, executors, administrators, successors, and assigns of any of the foregoing (in the event of their death, incapacity or bankruptcy), as their interests may appear (each, a “**Releasee**” and collectively, the “**Releasees**”) from any and all rights, interests, claims, circumstances, demands, requests, covenants, contracts, controversies, agreements, promises, doings, obligations, executions, debts, dues, sum and sums of money, accounts, suits, proceedings, cause or causes of action, defenses, judgments, damages, liabilities and/or matters, in avoidance of any and every kind and nature whatsoever, known and unknown, matured and unmatured, liquidated and unliquidated, disputed and undisputed, foreseen and unforeseen, accrued and unaccrued, direct and indirect, fixed and contingent, disclosed and undisclosed, claimed and concealed, asserted and unasserted, latent and patent, which the **Parties** have or ever had arising out of or related to any actual or alleged fact, act, error, omission, transaction, practice, conduct, event and/or other matter alleged or which could have been alleged in connection with the **Settled Claims** (collectively, the “**Released Claims**”). The **Released Claims** encompass any and all claims for damages or relief of any and every nature, including, but not limited to, claims for economic damages, non-economic damages, punitive damages, compensatory damages, non-compensatory damages, incidental damages, consequential damages, loss of income, loss of use, loss of value, loss of services, business interruption, attorneys’ fees, expert fees, investigative and discovery costs, court costs, cost disbursements, expenses, costs, interest, losses, penalties, contribution, indemnity, setoff, declaratory relief, injunctive relief, equitable relief and/or any other kind of compensation and/or relief related to the **Settled Claims**. It is the intention of the **Parties** in executing this **Agreement** that this instrument shall be deemed effective and enforceable as a full and final accord and satisfaction and release of the **Released Claims**.

B. **Exceptions to the Released Claims**. Provided, however, that this **Agreement** does not release:

- i. Claims for alleged design deficiencies and/or construction defects in the work or services performed by **T-O** and/or **M&H** on the **Project** pursuant to the **SOW, T-O Task Order** and/or the **M&H Task Order**, excluding those related to the **Settled Claims**, which are not known as of the **Effective Date** of this **Agreement**;
- ii. Claims, including, but not limited to, those for defense, hold harmless, indemnity, contribution, and negligence, arising out of third-party claims for bodily / personal injury, death / casualty, personal property loss or damage, and property damage related to the **Project**, excluding those related to the **Settled Claims**. This **Agreement** shall not create any independent obligations of defense, hold harmless, indemnity and/or contribution, all of which shall arise and be governed by applicable Washington Law;
- iii. Pending fees for services or work approved by **CDRPA**;
- iv. Continuing obligations on the **Project** under the **SOW, T-O Task Order** and/or the **M&H Task Order** that survive the termination or expiration thereof and potential claims arising out of the performance of said future services or work; and,
- v. Claims for breach of this **Agreement** (collectively, the “**Exceptions**”).

5. **Covenant Not To Sue**. The **Parties** mutually agree and covenant not to sue each other for any Released Claim.

6. **Statutes Of Limitation And Repose**. With respect to the **Project**, nothing in this **Agreement** is intended to, nor shall it: (A.) revive any Statutes of Limitation or Repose that have expired, or (B.) extend any Statutes of Limitation or Repose that may not have expired.

7. **Non-Assignment Of Claims**. The **Parties** represent and warrant that they have not sold, assigned, pledged, encumbered, prejudiced, conveyed, disposed, or in any other manner transferred, voluntarily or involuntarily, by a contract or operation of law, the **Released Claims** that are being resolved and released pursuant to this **Agreement**; and, that they will not do so.

8. **Choice Of Law And Forum**. This **Agreement** shall be: (A.) deemed to constitute a contract made under the laws of the State of Washington, and (B.) in all respects, interpreted, enforced pursuant to, construed under, and governed by and under the laws of the State of Washington.

If a dispute arises between the **Parties** related to this **Agreement**, the **Parties** agree to use the following procedures to resolve the dispute:

- A. **Negotiation**. A meeting shall be held between representatives of the **Parties** with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of any dispute involving the enforcement or interpretation of this **Agreement**; such meeting shall be held within fourteen (14) calendar days of a **Party**’s written request for such a meeting;
- B. **Mediation**. If the **Parties** fail to negotiate a resolution of the dispute, they shall submit the dispute to non-binding mediation as a condition precedent to litigation and shall bear equally the costs of the mediation, which mediation is to be convened within ninety (90) days of the meeting just noted in (A.) above; and
- C. **Litigation**. If the **Parties** fail to resolve the dispute through mediation, then a **Party** may elect to commence litigation in any State or Federal Court in the State of Washington.

9. **No Admission Of Liability.** The Parties desire to settle, compromise, resolve, and dispose of any and all claims asserted by any Party regarding the Released Claims in order to avoid expensive, time-consuming, and uncertain litigation. **IT IS EXPRESSLY UNDERSTOOD, ACKNOWLEDGED, ADMITTED, AND AGREED that the Settlement and this Agreement represents the compromise of a disputed claim and that payment of the Settlement Payment referred to herein is not an admission of liability on the part of any Party, which liability is expressly denied.** It is also understood and agreed that the Parties expressly deny any and all liability for any injury or damage of any kind or nature to each other in connection with the claims that the Parties asserted or could have asserted against each other regarding the Released Claims. The Parties recognize and agree that the consideration accepted and paid (i.e., the Settlement Payment), the compromise of claims hereunder, and this Agreement and the performances hereunder, are not, are not intended as, and shall not be construed or considered by anyone, to be: (A.) an admission of liability by or on behalf of any Party, by whom all such liability is expressly denied; or (B.) a declaration against interest on the part of any Party. The Parties agree that this Agreement shall be inadmissible in any legal proceeding, except as may be necessary to enforce any of its terms.

10. **No Third-Party Beneficiaries.** This Agreement is made for the sole benefit of the Parties and related persons and entities identified as Releasors and as Releasees in Section 4. entitled "Mutual Limited Releases" of this Agreement. Thus, except for those person and entities identified in said Section 4. of this Agreement, no other person or entity not described herein shall have any rights, remedies, or privileges whatsoever under or by reason of this Agreement, either as a third-party beneficiary or otherwise.

11. **Entire Agreement.** The Parties understand and agree that this Agreement contains the entire agreement between the Parties hereto, and the terms of the Agreement are contractual and not a mere recital. This Agreement supersedes, merges, and replaces all written and oral agreements, understandings, representations, assurances, obligations, inducements, conditions, and warranties, express or implied, previously made or contemporaneously existing between the Parties hereto, with respect to the subject matters addressed herein. Additionally, this Agreement is offered and accepted as final, mutual, and binding upon the Parties, regardless of whether a Party later contends that either too much or too little money and/or consideration was paid or received.

The Parties represent that no other Party, nor any agent, representative, or Attorney for any other Party, has made any promise, representation or warranty whatsoever, express or implied, that is not contained herein, concerning the subject matter hereof, to induce them to execute this Agreement. The Parties expressly acknowledge that: (A.) they have not executed this Agreement in reliance upon any promise, representation or warranty that is not contained herein; and (B.) no statement, promise or inducement that is not contained herein shall be valid and binding.

12. **No Presumption Against The Drafter.** The Parties agree that this Agreement was negotiated and drafted jointly by the Parties and that no inferences or presumptions regarding the interpretation of this Agreement shall be drawn or made by or against a Party as the author of this Agreement.

13. **Notices.** All Notices permitted or required to be given under this Agreement shall be in writing and will be deemed sufficient if and when: (A.) hand delivered; (B.) sent via nationally- recognized express / overnight carrier; (C.) placed in the United States Postal Service ("USPS") Mail postage prepaid or by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid; (D.) sent via facsimile if sent during regular business hours between 9:00 A.M. and 5:00 P.M. PST with proof of delivery and transmission; or (E.) sent via e-mail if sent during regular business hours between 9:00 A.M. and 5:00 P.M. PST with proof of delivery and transmission, addressed as follows to the following persons / entities:

If to CDRPA:

With a copy to:

Chelan Douglas Regional Port Authority
285 Technology Center Way, Ste 202
Wenatchee, WA 98801
ATTN: CEO

If to T-O:

With a copy to:

T-O Engineers, LLC
7950 N. Meadowlark Way, Suite #A
Coeur d'Alene, ID 83815
ATTN: James R. Norvell, PE

Terri R. Pickens, Esquire
Pickens Law, P.A.
398 S. 9th Street, Suite #240
Boise, ID 83702

If to M&H:

With a copy to:

Mead & Hunt, Inc.
9600 NE Cascades Parkway, Suite #100
Portland, OR 97220
ATTN: _____

Laura C. Caldera Loera, Esquire
Bullivant Houser Bailey, PC
One SW Columbia Street, Suite #800
Portland, OR 97204

14. **Modification And Waiver.** This Agreement or any provision thereof may not be modified or amended in any way except by a document in writing jointly signed by an authorized representative of all Parties hereto consenting to such modification or amendment.

No waiver of any of the terms and provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other term or provision, whether or not similar, nor shall any waiver constitute a continuing waiver. And, no waiver of any breach or default hereunder shall be considered valid and binding unless in writing and signed by an authorized representative of the Party consenting to and giving such waiver; and, no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

15. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. The Parties agree that if any of the terms or provisions of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be declared / held for any reason to be unenforceable, incapable of being enforced as a matter of law, invalid, illegal and/or void, as determined by a final Judgment of a Court of competent

jurisdiction, any applicable statute, rule of law or public policy, the application and validity of such term, provision and/or portion thereof to other persons or circumstances shall not be affected thereby, and such determination shall not affect the balance and any of the other terms, provisions, and portions hereof, which other remaining terms, provisions, and portions shall nevertheless remain in full force and effect, and only that term, provision and/or portion shall be deemed omitted / severed from this **Agreement**, and only to the extent that it is held unenforceable, incapable of being enforced as a matter of law, invalid, illegal and/or void. Further, if any term, provision and/or portion of this **Agreement** shall for any reason be held unenforceable, incapable of being enforced as a matter of law, invalid, illegal and/or void in any respect, this **Agreement** shall be construed as if such term, provision and/or portion had never been contained herein; provided, however, that the **Agreement** shall be construed in such a manner so as to enable the **Parties** to obtain a practical realization of all benefits contemplated to be acquired by them hereunder.

16. **Definitions and Headings.** The Section Headings as used herein are inserted as a matter of convenience and reference only. The Headings of the various Sections of this **Agreement** have been included only in order to make it easier to locate the subject matter covered by each provision. The Headings shall not be deemed to: (A.) vary the content of this **Agreement** or the covenants, agreements and/or representations set forth herein; (B.) in any way affect the terms and provisions hereof; and (C.) define, limit and/or describe the provisions, scope and/or intent of any Section herein. Further, they are not to be used in construing this **Agreement** and/or in ascertaining its meaning.

17. **General Interpretation.** Where the context of this **Agreement** requires, the use herein of the singular number shall be deemed to mean the plural, and the plural number shall be deemed to mean the singular. Any references to gender, whether masculine, feminine, or neuter, shall be deemed to mean whichever is appropriate under the circumstances of the usage.

This **Agreement** shall at all times be interpreted in accordance with its fair meaning.

18. **Counterparts.** This **Agreement** may be executed simultaneously or in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one (1) and the same instrument. The **Parties** hereto agree that they may use an electronic record to make and keep this **Agreement**; and, that this **Agreement** may be transmitted by and between them and/or their respective Attorneys via hand-delivery, express / overnight carrier, USPS Mail, facsimile and/or electronic mail, which such **Agreement**, containing the **Parties'** signatures, shall constitute a binding instrument. Facsimile, photocopy, PDF, eSigned, electronic mailed signatures, scanned or other copied signatures shall be considered as original signatures for all purposes. Further, an **Agreement** containing the signature of a **Party** is binding on that **Party** once said **Party** sends same to the other **Parties**. However, this **Agreement** will become effective only upon the execution of the **Agreement** by all **Parties**.

19. **Attorneys' Fees.** The **Parties** further promise and agree, on their own behalf and on behalf of their successors, assigns, legal representatives and other representatives, affiliates, subsidiaries, divisions, officers, directors, shareholders, employees, agents, servants, Attorneys, and predecessors- and successors-in-interest, as may apply, that: (A.) should a **Party** bring an action against any other **Party** to this **Agreement** that is determined by a Court of law to be barred by this **Agreement**, that **Party** shall indemnify the **Party** against whom that action was brought, including the payment of all attorneys' fees and costs; and (B.) in the event of any litigation or other legal proceeding arising out of the enforcement or interpretation of this **Agreement**, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the terms and/or provisions of this **Agreement**, the Prevailing Party shall be entitled to recover from the Non-Prevailing Party all reasonable Attorneys' fees, paralegal fees, and taxable costs including, but not limited to, fees incurred in litigating the reasonableness of the fee award in that legal action or proceeding, in addition to any other relief to which it may be entitled.

However, the **Parties** shall bear their own costs, fees, and expenses, of every kind or character, arising out of or relating in any way to the **Released Claims**.

20. **Confidentiality.** The **Parties** agree that, except for matters of public record as of the **Effective Date** hereof, this **Agreement** and its terms and conditions are deemed to be confidential. Except as provided herein, the **Parties** agree not to disclose any information concerning the contents of this **Agreement** or distribute a copy of this **Agreement** to any third person or entity other than where necessary in the normal course of a **Party's** business operations and/or to accomplish necessary accounting and/or financial requirements (e.g., to the **Parties'** respective attorneys, financial or tax advisors, insurers, potential investors, etc.), those persons who are essential to the consummation of the **Agreement** and to effectuate the terms hereof, or as may be required by law or a Court of competent jurisdiction. If a **Party** is required by law, an Order of a Court of competent jurisdiction, an arbitrator(s), tribunal, governmental or administrative agency, or the like, to disclose the information kept confidential by this **Agreement** or to produce a copy of the **Agreement**, the **Party** shall notify the other **Parties** reasonably in advance of the required disclosure. Consistent with the foregoing, the **Parties** acknowledge that the CDRPA is subject to the Washington Public Records Act, RCW Chapter 42.56 (the "PRA"). If CDRPA receives a request under the PRA for disclosure of the terms or a copy of this **Agreement** (the "Information"), CDRPA will evaluate whether such **Information** is subject to disclosure under the PRA. If the CDRPA determines that disclosure of the **Information** is required under the PRA, it will provide notice to the other **Parties** so that such **Parties** may seek a protective order or other remedy to prevent such disclosure, at such **Party's** or **Parties'** sole election and expense. Nothing herein shall be deemed to require the CDRPA to act in any manner inconsistent with its obligations under the PRA.

21. **Non-Disparagement.** The **Parties** covenant and agree that they will not, directly or indirectly, in any way disparage, call into disrepute, criticize, condemn, impugn, or otherwise defame or slander each other, or make any derogatory statement regarding each other, or take any action or engage in any other conduct that is intended to be or could reasonably be expected to be injurious to the interests of each other related to the **Released Claims** or any of the **Party's** products, services, or work on the **Project**, which would damage the business or reputation of such other **Party** or its products, services, or work. This Section shall not be construed to prohibit any person or entity from responding publicly to incorrect statements or from making truthful statements when required by law, subpoena, court order, or the like. Nor shall this Section be construed as a waiver or forfeiture, in any way, of any litigation privilege afforded to any person, entity, or **Party** under applicable law.

22. **Authority to Execute.** The **Parties** hereby declare and represent that in effectuating this Settlement and executing this **Agreement**, the **Parties** have received legal advice as to their rights and liabilities from their Attorney of record and that they have carefully read the foregoing **Agreement**, know and understand the contents hereof, and have freely and voluntarily affixed their signature hereto with full and complete authority to do so. The **Parties** further acknowledge and agree that, each **Party** has: (A.) had the

opportunity to consult with, and has in fact consulted with, such professionals, experts, and Legal Counsel of its choice as such **Party** may have desired with respect to all matters settled and resolved herein; (B.) participated fully in the negotiation and preparation of this **Agreement**; and (C.) carefully reviewed this **Agreement** including, but not limited to, the Mutual Limited Releases in Section 4. above, and is entering into same freely and voluntarily and with full knowledge of its significance.

The **Parties** acknowledge and agree that this **Agreement** is fully and adequately supported by consideration and is fair and reasonable.

23. **Time Is Of The Essence.** It is agreed by and between the **Parties** hereto that time is of the essence with regard to all obligations and deadlines set forth in this **Agreement**.

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SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, CDRPA, intending to be legally bound, has hereunto set its hand and seal on this _____ day of _____, 2024.

CAUTION: READ BEFORE SIGNING

DATED this _____ day of _____, 2024.

PANGBORN MEMORIAL AIRPORT
AUTHORITY N/K/A CHELAN DOUGLAS
REGIONAL PORT AUTHORITY

By: _____

Its: _____

STATE OF WASHINGTON

County of _____) ss.

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for CDRPA, who executed the instrument and acknowledged to me that he / she freely and voluntarily executed the same on behalf of CDRPA.

Notary Public for Washington

Residence: _____

Commission Expires: _____

IN WITNESS WHEREOF, T-O, intending to be legally bound, has hereunto set its hand and seal on this _____ day of _____, 2024.

CAUTION: READ BEFORE SIGNING

DATED this _____ day of _____, 2024.

T-O ENGINEERS, INC. n/k/a
T-O ENGINEERS, LLC

By: _____

Its: _____

STATE OF IDAHO

County of Kootenai) ss.

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for T-O, who executed the instrument and acknowledged to me that he / she freely and voluntarily executed the same on behalf of T-O.

Notary Public for Idaho

Residence: _____

Commission Expires: _____

IN WITNESS WHEREOF, **M&H**, intending to be legally bound, has hereunto set its hand and seal on this _____ day of _____, 2024.

CAUTION: READ BEFORE SIGNING

DATED this _____ day of _____, 2024.

MEAD AND HUNT, INC.

By: _____

Its: _____

STATE OF _____

County of _____) ss.

On this _____ day of _____, 2024, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for **M&H**, who executed the instrument and acknowledged to me that he / she freely and voluntarily executed the same on behalf of **M&H**.

Notary Public for _____

Residence: _____

Commission Expires: _____

**Terminal Apron Reconstruction Project
Approved vs Final Budget**

	Approved Budget	Final Costs/Funding	Difference
Total Project Cost	\$ 11,656,628	\$ 11,638,376	\$ 18,252
FAA Share	\$ 11,010,768	\$ 11,004,370	\$ 6,398
CDRPA Share	\$ 645,860	\$ 634,006	\$ 11,854
Less PFC Funds	\$ 372,991	\$ 372,991	\$ -
CDRPA Out of Pocket	\$ 272,869	\$ 261,015	\$ 11,854
% of Project Paid w/ Tax \$	2.3%	2.2%	0.1%