



Working Together to Enhance the Economic Vitality of North Central Washington

**Chelan Douglas Regional Port Authority
Meeting Agenda
April 27th, 2021
9:00 am**

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

I. CALL TO ORDER

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

II. INTRODUCTIONS

III. CONFLICT OF INTEREST

IV. CONSENT AGENDAS

CDRPA: Approval of Chelan Douglas Regional Port Authority Minutes of April 13th, 2021 Meeting; and approval of March 2021 Commission Meeting Calendar

V. PRESENTATIONS

- **Rock Island Site**
 - Lisa Pritzl, Maul Foster
 - Ankur Tohan, K&L Gates
- **Voltaire Aviation** – Jack Penning

VI. CDRPA ACTION ITEMS

- (1) Surplus Property Certification

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

- (2) Chelan Airport - Waterline Extension
- (3) Federal Lobbyist Update
- (4) Executive Flight Building – Use for Community Fundraising Events
- (5) Pangborn Airport – 1st Quarter 2021 Activity Report

VIII. MISCELLANEOUS STAFF REPORTS

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

IX. PUBLIC COMMENT

X. REVIEW CALENDAR OF EVENTS

XI. ITEMS FROM BOARD OF DIRECTORS

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

XIII. ADJOURN

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

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



**Board of Directors
Chelan Douglas Regional Port Authority
Meeting Minutes
April 13th, 2021
9:00 am**

Present:

Directors

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

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

Staff

Jim Kuntz, Chief Executive Officer
Trent Moyers, Director of Airports (Zoom)
Ron Cridlebaugh, Dir. of Economic Dev.
Tricia Degnan, CTC Manager (Zoom)
Pete Fraley, Legal Counsel
Jennifer Sands, Legal Counsel
Laura Camarillo Reyes, CTC Asst. (Zoom)
Esther McKivor, Accounting Specialist (Zoom)

Monica Lough, Dir. of Finance & Admin.
Ron Russ, Property Manager
Craig Larsen, Econ. Dev. Manager
Cami Harris, Executive Assistant
Bealinda Tidd, Accounting Specialist (Zoom)
Sarah Deenik, Comm. Coordinator (Zoom)
Randy Asplund, Port Engineer (Zoom)

Guests (all via Zoom)

Ray Dobbs
Erin McCardle, City of Chelan
Erik Howe, RH2

Rich Wheeler, Synergy Food Solutions
Sena Wheeler, Synergy Food Solutions
David Hulse, Alcoa

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

Introductions were made.

Conflict of Interest: None

CONSENT AGENDA:

CDRPA CONSENT AGENDA:

The Chelan Douglas Regional Port Authority Consent Agenda consisting of consisting of Minutes of March 23rd, 2021 Meeting; Minutes of March 30th, 2021 Tri Commission Meeting; Check Register Pages #2021-09-#2021-11 including electronic transfers; and CDRPA Resolution No. 2021-07 voiding check #7775 was presented and the following action was taken:

Motion No.

Moved by:
Seconded by:

04-01-21 CDRPA

JC Baldwin
Mark Spurgeon
To approve the Chelan Douglas Regional Port Authority Consent Agenda consisting of Minutes of March 23rd, 2021 Meeting; Minutes of March 30th, 2021 Tri Commission Meeting; Check Register Pages #2021-09-#2021-11 including electronic transfers; and CDRPA Resolution No. 2021-07 voiding check #7775, as presented.

Motion passed 6-0.

POCC CONSENT AGENDA:

The Port of Chelan County Consent Agenda consisting of Check Register Page #2021-04 was presented and the following action was taken:

Motion No.	04-02-21 POCC
Moved by:	Donn Etherington
Seconded by:	JC Baldwin
	To approve the Port of Chelan County Consent Agenda consisting of Check Register Page #2021-04, as presented.

Motion passed 3-0.

PRESENTATIONS:

Synergy Food Solutions (via Zoom) – Rich and Sena Wheeler of Synergy Food Solutions provided information on their company and its history. They recently signed a lease for IB#2 and intend to build-out a commercial kitchen with walk-in coolers and a freezer in the space. In addition to using the space for their seafood business for storage, packaging and shipping, they plan to work with other local businesses, including food trucks, to provide space for prep and storage. Board and staff welcomed them to the building.

EXECUTIVE SESSION:

Executive Session was called at 9:25 am for 30-minutes 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)). Executive Session was extended for 30-minutes at 9:55 am. Regular Session reconvened at 10:25 am.

CDRPA ACTION ITEMS:

Federal Lobbyist Request – The City of Wenatchee recently requested the Regional Port share in the cost of retaining a Federal Lobbyist in Washington DC. Link Transit has agreed to share a third of the costs. Discussion ensued.

Motion No.	04-03-21 CDRPA
Moved by:	Jim Huffman
Seconded by:	Rory Turner
	To approve the City of Wenatchee’s request to help fund a Federal Lobbyist, subject to the Regional Port’s contribution be capped at \$1,000 per month for up to 24 months, and subject to the parties seeking additional support from other entities in Chelan and Douglas Counties.

After further discussion, the motion and second were withdrawn. No action was taken.

Staff will ask the City of Wenatchee to seek contributions from other local entities and bring back additional information to the Board at an upcoming meeting.

Purchasing & Contracting Policy and Resolutions – de Mestre provided information on the Regional Port’s current purchasing and contracting procedures. In order for the Regional Port to have an inclusive policy pertaining to purchasing and contracting; and to adopt the policies and procedures for design-build contracting that the Port of Chelan County previously adopted; and to bring the small works and consulting services roster development and maintenance in house, the following Resolutions were presented for discussion:

CDRPA Resolution No. 2021-08 – Adopting Policies & Procedures to Implement Design-Build Contracting for Public Works Projects

The following action was taken:

Motion No.	04-04-21 CDRPA
Moved by:	Rory Turner
Seconded by:	Mark Spurgeon
	To adopt CDRPA Resolution No. 2021-08 adopting Policies & Procedures to implement design-build contracting for Public Works Projects.

Motion passed 6-0.

CDRPA Resolution No. 2021-09 – Adopting Small Works & Consulting Services Roster Policy

The following action was taken:

Motion No.	04-05-21 CDRPA
Moved by:	JC Baldwin
Seconded by:	Mark Spurgeon
	To adopt CDRPA Resolution No. 2021-09 adopting Small Works & Consulting Services Roster Policy, as amended.

Motion passed 6-0.

CDRPA Resolution No. 2021-10 – Adopting Purchasing & Contracting Policy

The following action was taken:

Motion No.	04-06-21 CDRPA
Moved by:	Rory Turner
Seconded by:	Mark Spurgeon
	To adopt CDRPA Resolution No. 2021-10 adopting a Purchasing & Contracting Policy.

Motion passed 6-0.

Mission Peak Computing – First Right to Negotiate/Pangborn Business Park – Kuntz provided information on the First Right to Negotiate Agreement with Mission Peak Computing for the former Giga Watt pods at Pangborn Business Park. Staff recommends Mission Peak work with the Douglas County PUD to secure power to the site prior to entering into an agreement with the Regional Port. The Board concurred with this approach.

Director Etherington was excused for a prior commitment at 11:30 am.

CWICC Building Carpet Replacement Project – Russ reported 2 bids were received for the CWICC Building Carpet Replacement Project. Staff recommends awarding the contract to The Floor Factory, the apparent, responsible low bidder. Discussion ensued and the following action was taken:

Motion No.	04-07-21 CDRPA
Moved by:	JC Baldwin
Seconded by:	Mark Spurgeon
	To authorize the CEO to award the CWICC Building Carpet Replacement Project to The Floor Factory in the amount of \$14,158.17, including WSST, and to establish an overall project budget in an amount of \$17,000.

Motion passed 5-0.

INFORMATIONAL ITEMS:

- **Lineage South** – Kuntz reviewed a purchase proposal from Restoration 1. The proposal meets most of the Regional Port’s goals for redevelopment of the property:
 - Private sector investment.
 - New job creation.
 - Transition property back onto the tax rolls.
 - Exterior architecture enhancements.

Staff will work further with Restoration 1 on pricing and exterior design concepts. Additional details and information will be provided at an upcoming Board meeting.

- **FAA CARES ACT Grant Project Allocation** – Kuntz & Lough noted the balance remaining for FAA CARES Act Grant #43 is \$1.4 million. Because this grant is less restrictive than the recent \$1 million CARES Act Grant #45, staff recommends using funds from Grant #43 for several capital projects. A list of those projects was reviewed. Discussion ensued and the following action was taken:

Motion No.	04-08-21 CDRPA
Moved by:	JC Baldwin
Seconded by:	Rory Turner
	To approve the proposed project allocation of remaining FAA CARES Act Grant #43, as presented.

Motion passed 5-0.

- **IB#3 Potential Tenant** – Kuntz briefly reviewed a tenant lead for IB#3. The lead will not be pursued further as the property is not currently zoned for this type of business.
- **Cashmere Mill District Wetland Management** – Russ provided an update on the Cashmere Mill District Wetland Management/Beaver Mitigation Project. He met with Cascadia Conservation District and Trout Unlimited to discuss potential short and long term solutions to the intermittent flooding from the beaver ponds in Brender Creek. In the short term, staff recommends installing a new leveler and reinforcing some of the existing levelers. In support of these efforts, RH2 prepared a task authorization of design drawings, cost estimates, and technical support for the project. Discussion ensued and the following action was taken:

Motion No.	04-08-21 CDRPA
Moved by:	Mark Spurgeon
Seconded by:	JC Baldwin
	To authorize the CEO to sign RH2 Task Authorization No. 12 in the amount of \$7,311 for engineering and consulting services for beaver mitigation in Brender Creek.

Motion passed 5-0.

MISC STAFF REPORTS:

Kuntz provided information and updates including:

- Chelan Airport Blue Ribbon Panel met last week and will meet again on April 21.
- Douglas County Commissioners have agreed to sponsor/initiate the Regional Port's rezoning request for Pangborn Airport property.
- Discussion on Tax Increment Financing and the potential opportunities for the Regional Port.
- Staff met with Douglas/Chelan County Fire Chief Brian Brett to discuss the current ARFF contract. More information will be brought back at an upcoming meeting.
- New Regional Port signs have been installed on properties owned by the Port.
- Giga Watt Pods – discussion on a Latino Trades Workshops concept on the property.
- Chelan County has designated the Regional Port as the ADO for two years – expect Douglas County to do the same.
- Jack Penning of Volaire Aviation will provide a presentation/update on air service at the April 27th Board Meeting.
- WPPA Virtual Spring Meeting is May 20-21.

Lough provided information and updates including:

- Provided a financial report on Regional Port Health Insurance costs for 2020.

Moyers provided information and updates including:

- Airport Environmental Assessment is nearing completion.
- Airport Apron Project review meeting with T-O Engineers is this Friday.
- Discussion on the concrete for the Apron Project – must have an approved mix design of the concrete. More information will be brought back at an upcoming meeting.

Cridlebaugh provided information and updates including:

- Department of Commerce Working Washington Round 4 Grant applications are now closed. Reviewed fund allocations expected in Chelan and Douglas Counties.
- Provided an update on potential tenants at Cashmere Mill District.

Larsen provided information and updates including:

- Update on Curb Appeal Landscaping at Cashmere Mill District; they are moved in and open for business.

de Mestre provided information and updates including:

- CWICC HVAC Replacement Project was awarded to North Cascades Heating & Cooling.
- Orondo River Park:
 - Working with the Recreation & Conservation Office (RCO) concerning the fuel dock removal.
 - Concession trailer has been removed.

Russ provided information and updates including:

- Orondo River Park opens this Thursday for the season.
- Received zero bids for the roof replacement for the modular home used by Airlift NW. Will rebid at a later date.

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

REVIEW CALENDAR OF EVENTS: Did not review

ITEMS FROM BOARD OF DIRECTORS: None.

Meeting adjourned at 1:25 pm.

Signed and dated this 27th day of April, 2021.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Mark Spurgeon, Director


Rory Turner, Director

W. Alan Loeb sack, Director

March 2021								
Date	Meeting	Location	JCB	RT	DE	JH	MS	AL
3/2	Meeting M. Spurgeon/R. Turner	La Vie En		X			X	
3/2	LOJO Discussion/J. Kuntz	Telecon	X					
3/3	District 1 Meeting	Zoom			X			
3/4	Columbia Basin Dev. League Annual Mtg	Zoom						X
3/4	Chamber Banquet	Zoom	X				X	*X
3/5	Meeting w/ J. Kuntz-Review Agenda	Bobs Burgers						X
3/8	Brownfield Meeting	Zoom			X			
3/8	Pick Up Binder	Executive Flight		X				
3/8	D.C. PUD Hearing	Zoom						X
3/8	GWATA Board Photo Shoot	Mercantile	X					
3/9	CDRPA Board Meeting	CTC	X	X	X	X	X	X
3/10	Meeting with R. Woods	La Vie En		X				
3/10	NCWEDD Board Meeting	Zoom				X		
3/11	Zoom Conf. w/ Kim Schrier	Zoom		X				
3/11	DC Meeting	Executive Flight			X		X	
3/11	CDTC Meeting	Zoom	X				*X	
3/16	WVCC Meeting	Zoom			X		X	
3/17	GWATA Board Meeting	Zoom	X					
3/17	District 1 Meeting	Zoom			X			
3/18	Upper Valley Commissioners Meeting	Zoom	X					
3/19	Meeting w/ J. Kuntz-Review Agenda	Bobs Burgers						X
3/19	OVOF Meeting w/S. Maher	Zoom	X					
3/22	Pick Up Binder	Executive Flight		X				
3/23	CDRPA Board Meeting	CTC	X	X	X	X	X	X
3/23	Osborn/Leavenworth Roundtable	Zoom	*X					
3/24	Douglas County Leadership Advisory Mtg.	CTC		X		X		
3/25	Mtg. Wenatchee City Council	Zoom		X				
3/25	NCWEDD Ex. Committee Meeting	Zoom				X		
3/26	Meet with J. Kuntz	Executive Flight		X				
3/29	KPQ Interview-Commerce Grant	KPQ	X					
3/30	Tri Commission Meeting	Zoom/CTC	X	X	X	X	X	
3/31	District 1 Meeting	Zoom			X			
*	denotes multiple meetings on same day							

**Chelan Douglas Regional Port
Authority**

Memo

To: Board of Directors
From:  Jim Kuntz
Date: April 22, 2021
Re: Rock Island Site

At Tuesday's meeting we are going to continue our conversations on the former Silicon Smelter Facility in Rock Island. Please find enclosed a brief history on the site that you may find helpful.

I have asked two people to be a part of the conversation:

Lisa Pritzl – Maul Foster (Bio Enclosed)

Lisa will provide a general overview of the environmental investigations done to date. She will also provide information on what additional site characterization work is needed.

Ankur Tohan – K&L Gates (Bio Enclosed)

Peter Fraley and I believe specialized legal counsel is needed as contaminated industrial sites and cleanup options are complicated. Cynthia Weed from K&L Gates recommended Ankur Tohan from her firm. Ankur will speak to the different options moving forward. I understand the options are as follows:

- **Department of Ecology will at some point require the owners (current & past) to clean up the site. Have no idea as to the time frame for this type of enforcement action, as the contaminates seem to be stable and not migrating towards the river. This site does not appear to be a priority cleanup project for the Department of Ecology.**
- **The current owner could cleanup the site and sell it to the Regional Port. Not likely to happen.**
- **The Regional Port could negotiate a Consent Decree with the Washington State Department of Ecology to predetermine and agree on cleanup levels. Uncertain how much it would cost to negotiate and enter into such an agreement.**

If this option was selected, we would need the Department of Ecology to be strong supporters of getting this site cleaned up using Model Toxic Waste Clean Up Act Funding.

At this point there are more questions than answers for Tuesday's meeting. The goal is simply to learn more about the site and options moving forward. I believe Randy Agnew, Mayor of Rock Island, will be attending the meeting as well.

- 1942: The Property was developed by the U.S. Department of Defense and operated by Ohio Ferro Alloys as a ferrosilicon plant for the production of pig iron and ferrosilicon. During ferrosilicon production, raw materials included “powdered or granular coal, charcoal, coke, silica sand (or crushed quartz)” (Ecology and Environment, Inc. [E&E], 2013). Iron scrap was used to feed the furnace. During smelting, silica fume collected in the pollution control system of the furnaces and was bagged and shipped for industrial use. The fine-grained fume was slurried and deposited on the Property from 1974 to 1988. Carbon block, hard pan, and dross accumulated in the furnace bottoms, and was removed periodically during cleaning and either stored in bins on the Property or sold for commercial use (E&E, 2013).
- 1948: Keokuk Electro Metals company purchased the ferrosilicon plant and rebuilt the existing furnaces and added a fourth furnace (E&E, 2013).
- Early 1950s: The plant transitioned from ferrosilicon production to silicon metal production for the aluminum industry. Moving forward, silicon metal production was the main operation as ownership changed over time (E&E, 2013).
- 1974: Operation of a silica fume bagging facility began on the Property. Silica fume was deposited on the Property until 1988. Between 1980 and 1988, approximately six tons of unusable silica fume was slurried and deposited on the Property in unlined fume settling ponds (E&E, 2013).
- 1975: Hanna Mining Company installed air emission controls (E&E, 2013).
- 1993: American Silicon Technologies operated the silicon plant until 1999, continuing silicon metal production for the aluminum industry (E&E, 2013).
- 1999: Production operations on the Property ceased due to financial difficulties (E&E, 2013).
- 2001: Specialty Chemical Products, LLC (SCP) purchased the Property and began conducting small-scale pilot plant experimentation (E&E, 2013).
- April 2009: SCP renewed a National Pollutant Discharge Elimination System permit issued in 1986. Operations have ceased since 2009; however, the exact date of plant closure is unknown.

2.3 Physical Setting

The Property geology consists of Quaternary gravel flood deposits and landslide deposits with large blocks of Yakima Group basalt (USGS, 1982). Near to the Columbia River shoreline, moderately sorted boulder-to pebble-sized gravel and sand stream alluvial deposits are present. Historical boring logs for the Property and surrounding area indicate that the subsurface consists of sand and gravel, underlain by clay to the maximum depth explored, 80 feet below ground surface (bgs) (E&E, 2013). MFA observed soil conditions at the Property during the 2018 FSA and 2019 ESA investigations. Soil observations appeared relatively consistent throughout the Property. Silty gravel to silty sandy gravel with cobbles were observed from the ground surface to depths of approximately 30 feet bgs.

Who is Lisa Pritzl, LG, PG?

Lisa has over 12 years of geologic and environmental consulting experience. As a project geologist and project manager, she has worked on a wide variety of projects, including Phase I and Phase II environmental site assessments (ESAs), environmental monitoring, and site characterizations. She is proficient in writing contractor specifications and work plans, health and safety plans, site characterization reports, sampling and analysis plans, and quality assurance project plans. She has managed all aspects of ESA projects, including determining scope; budgeting; conducting fieldwork; documenting field and analytical results; and coordinating contractors, team members, and clients.

Lisa's experience includes knowledge of quality assurance and quality control data collection protocols as well as U.S. Environmental Protection Agency, Washington State Department of Ecology Model Toxics Control Act, and Idaho Department of Environmental Quality regulation reporting guidelines. She has extensive field experience collecting environmental samples of groundwater, surface water, soil gas, and soil. She also has experience with statistical analysis, data management, and data validation, as well as analysis and interpretation of groundwater and subsurface lithology characteristics.

Education

Bachelor of Science in Geological Sciences, Eastern Washington University

Licenses

Licensed Geologist, Washington, No. 3189

Professional Geologist, Idaho, No. 1632

Certifications

40-Hour OSHA HAZWOPER Certification

MSHA Mine Safety Training, Part 46

First Aid/CPR/AED Training

8-Hour OSHA Hazardous Confined Space Safety Training

Model Toxics Control Act Training course: Introduction

Model Toxics Control Act Training Course: Establishing Soil, Groundwater, and Surface Water Cleanup

Certified Erosion and Sediment Control Lead (CESCL) Certification (Washington)



Ankur K. Tohan

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OVERVIEW

Ankur Tohan is a partner in the firm's Seattle office and practice group coordinator for the firm's global environment, land and natural resources practice group. His practice focuses on energy infrastructure, natural resource development, and compliance counseling including defense of governmental and citizen enforcement actions. Ankur also advises clients on a range of sustainability and greenhouse gas matters ranging from policy and planning to permitting and development.

Ankur assists clients with complex regulatory, permitting, and enforcement matters under a range of environmental statutes, including the Migratory Bird Treaty Act (MBTA), Bald and Golden Eagle Protection Act (BGEPA), Endangered Species Act (ESA), Clean Water Act (CWA), Clean Air Act (CAA), National Environmental Policy Act (NEPA), Washington State Environmental Policy Act (SEPA), Comprehensive, Environmental Response, Compensation and Liability Act (CERCLA), and Model Toxic Control Act (MTCA).

PROFESSIONAL BACKGROUND

Prior to joining K&L Gates, Ankur was an assistant regional counsel for the U.S. Environmental Protection Agency where he worked on complex environmental enforcement, civil defense, and permitting matters. Ankur served as the lead Clean Water Act (CWA) attorney in Region 10 on wetland enforcement actions and jurisdictional issues under the CWA; oil and gas NPDES permitting; and forestry matters under the CWA and NEPA.

Ankur has travelled throughout Alaska, including Kenai Peninsula and the North Slope, which has allowed him to work directly with several native communities as well as the North Slope Borough.

ACHIEVEMENTS

- *Chambers USA: America's Leading Business Lawyers*, Washington - Environment, 2017 - 2020

PROFESSIONAL / CIVIC ACTIVITIES

- Clean-Water Act Handbook, Pre-Treatment and Indirect Dischargers, contributor/editor

- ELI - Law of Environmental Protection, Clean Water Act, editor
- Washington State Bar Association
- Washington State Bar Association, Environmental and Land Use Section, Newsletter editor
- Northwest Environmental Business Council, Board of Directors member

SPEAKING ENGAGEMENTS

- Program Co-Chair, *Floodplain Regulation: Development in Oregon & Washington Public Ports*, The Seminar Group, four part series. February - March, 2021
- Moderator, *Update from the New Director of the Washington State Department of Ecology*, Northwest Environmental Business Council, February, 2021
- Moderator, *The Equity Imperative: Advancing Environmental Justice in the Clean Energy Economy*, Clean Tech Alliance, and Northwest Environmental Business Council Energy, Leadership Summit, November, 2020
- Presenter, *SEPA Policy Update: Greenhouse Gas Assessments for Projects (GAP) Rulemaking*, Northwest Environmental Business Council, Remediation Conference, October, 2020
- Presenter, Next Generation Infrastructure, Washington Public Ports Association Environmental Seminar, September 2019
- Moderator, *Natural Gas: Reckoning With The Future*, NIPPC Annual Meeting, September 2019
- Presenter, *SEPA & NEPA The Developer's Perspective*, The 16th Annual Intensive One-Day Seminar on SEPA & NEPA, January 2019
- Presenter, *Energy Flow & The Dormant Commerce Clause*, The Northwest & Intermountain Power Producers Coalition Annual Meeting, October 2018
- Presenter, *Carbon Regimes in Washington and California*, Oregon Farm Bureau, September 2018.
- Presenter, *Renewable Energy Workshop - The Secret Sauce in Renewable Energy: Competition*, June 2018
- Presenter, *Wetlands in Washington*, Law Seminars International, May 2018
- Presenter, *The Mighty Columbia*, The Seminar Group, March 2018
- Presenter, *Citizen Suits: The nuts and bolts for bringing and defending against private enforcement actions*, Law Seminars International, February 2018
- Presenter, *Impact on Washington of the 2016 Election and Clean Water Policy and Enforcement Priorities at the Federal Level*, Law Seminars International, June 2017
- Presenter, *Can Trump Dismantle the EPA as Promised?*, The Seminar Group, Environmental Law in the Trump Administration, March 2017

- Presenter, *The Department of Interior/Commerce in the Trump Era*, The Seminar Group, Environmental Law in the Trump Administration, March 2017
- Presenter, *Wetlands, Permitting, Case Law Update (Dairy and Manure; Downstream Impacts)*, The Seminar Group Agriculture Law Seminar, February 2017
- Presenter, *Energy Infrastructure and Carbon Policy: Impacts & Opportunities*, Northwest & Intermountain Power Producers Coalition (NIPPC) Annual Meeting, 2016
- Presenter, *Legislative, Regulatory and Section 4 Update*, Endangered Species Act Conference, 2016
- Presenter, *Washington's Energy Future Conference*, NEBC, 2015
- Presenter, *Permitting Strategies for Large, Controversial Projects in Washington State and the Northwest*, The Seminar Group, 2015
- Presenter, *Clean Water Act Update: Recent Adoption of Regulations Clarifying the Clean Water Act*, K&L Gates, 2015
- Presenter, *Buying & Selling Electric Power in the West: Regulating Interstate Air Pollution & Greenhouse Gases*, Law Seminars International CLE, 2015
- Presenter, *Endangered Species Act Conference*, The Seminar Group, 2014
- Presenter, *Wetlands in Washington*, Law Seminars International CLE, 2012
- Moderator, *Alaska Shale Conference*, K&L Gates, 2012
- Presenter, *Wetlands in Washington*, Law Seminars International CLE, 2011
- Guest lecturer, *Environmental Law Fundamentals*, Seattle University Law School, February 2008, 2010
- Presenter, *Wetlands in Washington*, Law Seminars International CLE, 2010.
- Presenter, *Fundamentals of Environmental Compliance Inspections*, National Enforcement Institute, July 2008
- Presenter, *Wetlands in Washington*, Law Seminars International CLE, 2007
- Presenter, *Society for Ecological Restoration and Society of Wetland Scientists Joint Conference*, September 2007

EDUCATION

- J.D., Lewis & Clark Law School, 2005
- M.S., University of Wisconsin-Madison, 2000
- B.A., University of Vermont, 1992

ADMISSIONS

- Bar of Oregon
- Bar of Washington
- Supreme Court of the United States

LANGUAGES

- Spanish

THOUGHT LEADERSHIP *POWERED BY HUB*

- 28 April 2021, Blue Economy - Part 1: Offshore Wind Energy Development in the West (*Event*)
- March 2021, Environmental Landscape 2021: The Biden Transition (*Webinar*)
- 17 February 2021, Washington Department of Ecology Preparing New Rule to Assess Greenhouse Gas Emissions (*Alerts/Updates*)
- 4 February 2021, Carbon Quarterly - Volume 2 (*Alerts/Updates*)
- 2 February 2021, California Bill Seeks Additional Greenhouse Gas Disclosures from Major Public Corporations (*Alerts/Updates*)
- 1 February 2021, Clean Water Act Permits for Discharges to Groundwater: EPA Issues Guidance on County of Maui v. Hawaii Wildlife Fund (*Alerts/Updates*)
- 22 January 2021, In Search of Cooler Waters: Implementing EPA's Temperature Limits on the Columbia and Lower Snake Rivers (*Alerts/Updates*)
- 21 January 2021, To Kill a Mocking Bird - Trump Administration Finalizes Rule Narrowing Migratory Bird Treaty Act (*Alerts/Updates*)
- 29 December 2020, Climate Policy in the End-of-Year Legislative Package (*Alerts/Updates*)
- 17 December 2020, NMFS Demands More Mitigation for Nearshore Projects in the Puget Sound Region (*Alerts/Updates*)
- 16 December 2020, Water Resource Considerations for the Hydrogen Economy (*Alerts/Updates*)
- October 2020, Blue Economy Handbook (*Alerts/Updates*)
- 22 October 2020, Contemplating the Future of the Lower Snake River Dams (*Alerts/Updates*)
- 8 October 2020, Growing Opportunities in the Carbon Field for Agriculture and Forestry (*Alerts/Updates*)
- 8 October 2020, Carbon Quarterly - Volume 1 (*Alerts/Updates*)

**Chelan Douglas Regional Port
Authority**

Memo

To: Board of Directors

From:  Jim Kuntz

Date: April 22, 2021

Re: Volaire Aviation

At Tuesday's meeting Jack Penning from Volaire Aviation will be giving us an update on air service development for Pangborn Airport.

Please find enclosed for your review our current contract with Volaire Aviation. The term is from March 1, 2018 through January 31, 2023. However, it can be terminated with 30 days notice. Would encourage you to review Exhibits A & B that details the scope of work and schedule of fees.

The policy question is should we continue with the contract through January 31, 2023? At that time the Board could determine if a revised, less expensive agreement for service is something you want to pursue. Alternatively, the Board could decide to give a 30 day notice now and determine if a revised less expensive rate can be negotiated.

Attached is a spreadsheet that apparently shows the value of our retainer contract in lieu if we had an a la carte type of agreement.

<u>Date</u>	<u>Project</u>	<u>Current Cost</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>Cumulative</u>	
Mar-18	Leakage Study	\$15,000	\$66,000	\$52,000	\$43,000	\$77,000	\$238,000	
Mar-18	Voltaire Forum	\$17,000						
Mar-18	Air Service Summary Document	\$500		<u>Retainer</u>				
Apr-18	Incentive Policy Development	\$5,000						
Apr-18	SCASD Quarterly Report	\$500	\$44,000	\$48,000	\$48,000	\$48,000	\$188,000	
Aug-18	Community Presentations/Meetings	\$3,500						
Oct-18	TakeOff Conference	\$12,000						
Nov-18	SkyWest Headquarters Meeting	\$10,000						
Dec-18	Conference Calls (Throughout Year)	\$2,500						
Mar-19	United Headquarters Meeting	\$10,000						
Apr-19	Voltaire Forum	\$19,000						
Jun-19	Community Presentations/Meetings	\$3,500						
Dec-19	SkyWest Headquarters Meeting	\$8,500						
Dec-19	Allegiant Headquarters Meeting	\$8,500						
Dec-19	Conference Calls (Throughout Year)	\$2,500						
Feb-20	Presentation for Tourism Summit	\$3,500						
Apr-20	Booking Analysis	\$3,500						
May-20	Performance Analysis - Peers	\$2,500						
Jun-20	Leakage Study	\$15,000						
Jun-20	Community Presentations/Meetings	\$3,500						
Oct-20	SCASD Quarterly Report	\$500						
Oct-20	TakeOff Conference	\$14,500						
Feb-21	Tourism Summit	\$3,500						
Apr-21	SCASD Quarterly Report	\$500						
Apr-21	Community Presentations/Meetings	\$3,500						
Aug-21	Voltaire Forum	\$17,000	PROJECTED FOR REMAINDER OF 2021					
Sep-21	SkyWest Headquarters Meeting	\$10,000						
Sep-21	Allegiant Headquarters Meeting	\$8,500						
Oct-21	TakeOff Conference	\$17,000						
Nov-21	United Headquarters Meeting	\$8,500						
Dec-21	Alaska Headquarters Meeting	\$8,500						

<u>Savings</u>
\$50,000

PERSONAL SERVICES AGREEMENT

THIS PERSONAL SERVICES AGREEMENT (the "Agreement") is entered into effective as of March 1, 2018 (the "effective date") by and between the PANGBORN MEMORIAL AIRPORT ("PMA"), a joint venture of the Port of Chelan County and the Port of Douglas County, and VOLAIRE AVIATION, INC., an Indiana corporation ("Volaire"). PMA and Volaire may be collectively referred to herein as the "Parties," or individually as a "Party."

RECITALS

- A. PMA prepared and submitted a Small Community Air Service Development Grant application (the "Grant") for the purpose of increasing air travel and service to and from PMA.
- B. PMA wishes to contract with Volaire, as an independent contractor, to provide certain air service development and marketing services, including, in particular, increasing air service to new destinations and completing leakage studies, as more fully described on the attached Exhibit "A" entitled "Scope of Work" which is incorporated herein by this reference (the "Work"), subject to the terms and conditions set forth in this Agreement. To the extent that Exhibit "A" contradicts the specific terms set forth below, the terms below shall govern.
- C. Volaire desires to contract with PMA as set forth in this Agreement.

AGREEMENT

In consideration of the foregoing Recitals, which are incorporated herein by this reference, and the following terms and conditions, the Parties agree as set forth below:

1. **Exhibits and Recitals.** All Exhibits attached hereto and the above-referenced recitals are incorporated herein by this reference.
2. **General Responsibilities.** Volaire agrees to provide to PMA any portion of the Work requested by PMA. Any Work provided by Volaire pursuant to this Agreement shall be provided at the discretion or direction of PMA.
3. **Term of Performance.** The term of this Agreement shall be from March 1, 2018 through January 31, 2023, unless terminated earlier by either Party to this Agreement. The Agreement may be extended for an additional year if agreed upon by both Parties.
4. **Payment.** PMA shall compensate Volaire for performance of requested and assigned Work as set forth on a per project basis as further set forth on Exhibit "B," attached hereto and incorporated herein. Volaire's rates will not change for the Work during the term of this Agreement.

4.1 In the event Volaire incurs any costs or expenses that may be reimbursable by PMA, such reimbursable costs or expenses shall only include the actual amount of bills and services for materials and services provided specifically for Volaire for completion of any requested Work, without markup by Volaire. If requested by PMA, Volaire shall direct all costs of this nature to PMA for direct payment by PMA. Mileage expense of Volaire, when reimbursable, shall be reimbursed at the current Internal Revenue Service deductible rate.

4.2 This Agreement has a maximum, not to exceed, price of \$48,000 per contract year for the Work, unless and until PMA authorizes additional work in writing and pursuant to action of PMA's governing board. In the event either Party identifies a need for expansion of the Work being provided pursuant to this Agreement, Volaire shall prepare a proposed addendum on a form or in a format acceptable to PMA. The proposed addendum shall contain a complete description of the Work proposed to be performed and the total cost for completing the additional services identified. If the proposed addendum is approved by PMA, then the approved project order shall be identified as an addendum to the Agreement, and the "not to exceed" amount of the Agreement shall be amended accordingly.

4.3 Payment shall be made payable to Volaire and mailed or delivered to the address set forth next to Volaire's signature below.

5. Invoice. Volaire shall invoice PMA for all the Work rendered pursuant to this Agreement. The invoices for Volaire's services shall identify at a minimum the following:

- 5.1 The date on which the services are provided;
- 5.2 The individual performing the services, and the rate of the individual performing the services, if applicable;
- 5.3 The time expended to perform the services, unless billed at a flat rate;
- 5.4 A brief description of the services provided; and
- 5.5 The total amount owed for the services provided.

Volaire shall invoice PMA monthly, or upon completion of each project or activity assigned by PMA, in Volaire's discretion. PMA shall pay Volaire's invoice or notify Volaire that a dispute exists concerning Volaire's invoice within forty-five (45) days of receipt of Volaire's invoice.

In the event PMA notifies Volaire that a dispute exists concerning the invoice, PMA and Volaire will meet in an effort to resolve the dispute. If PMA and Volaire are unable to resolve the dispute to both parties' satisfaction, then Volaire must file suit to resolve the dispute concerning the invoice in accordance with the other provisions of this Agreement. Any suit filed for purposes of resolving a dispute concerning a disputed invoice must be filed by Volaire within one hundred twenty (120) days of the date the invoice is sent to PMA or Volaire's request for payment from PMA shall be deemed waived.

Voltaire shall not assess a late payment penalty or charge regardless of the date payment is received. Except for disputed invoices or services, interest charges on invoices for Voltaire's services shall be computed at the rate of eight percent per annum, and will begin to accrue forty-five (45) days after PMA's receipt of Voltaire's invoice. Interest charges shall not accrue on disputed invoices or services.

6. Independent Contractor Status. Voltaire and PMA agree that Voltaire is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. PMA shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the State Industrial Insurance program, or otherwise assuming the duties of an employer with respect to Voltaire, or any employees of Voltaire.

7. Indemnification; Waiver. Voltaire agrees to hold harmless, indemnify and defend PMA, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including officers and employees of Voltaire, or damage to property arising out of any wrongful act or omission, misconduct, or negligent act, error, or omission of Voltaire, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement, provided however, that:

7.1 Voltaire's obligations to indemnify PMA for injuries, sickness, death or damage caused by or resulting from the concurrent negligence of Voltaire and PMA, shall apply only to the extent of the negligent act, error, or omission of Voltaire. Voltaire's obligations to indemnify PMA for injuries, sickness, death or damage caused by or resulting from the concurrent misconduct, wrongful acts or omissions, or negligent acts, errors or omissions of Voltaire and a third party shall not be abated or diminished.

7.2 With respect to the performance of the services required by this Agreement, and as to claims against PMA, its officers, agents and employees, Voltaire expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for herein extends to any claim brought by or on behalf of any employee of Voltaire and includes any judgment, award or costs thereof, including attorney's fees.

THIS WAIVER IS MUTUALLY NEGOTIATED BY AND BETWEEN PMA AND VOLAIRE.

7.3 Voltaire agrees that its obligation and agreement to indemnify, defend, and hold PMA harmless pursuant to this provision, includes the agreement of Voltaire to reimburse PMA for all of PMA's costs, including loss of profit, consequential and expectancy damages incurred by PMA, and reasonable attorney's fees incurred as a result of any action of PMA to enforce this provision.

8. Insurance. Voltaire shall secure and maintain in force during the term of this Agreement, automobile liability insurance written on an occurrence basis with a minimum coverage of

\$1,000,000 per occurrence for bodily injury, \$1,000,000 per occurrence for property damage. All policies shall name PMA as an additional insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to PMA. Certificates of coverage as required herein shall be delivered to PMA within fifteen (15) days following execution of this Agreement.

8.1 All policies and endorsements necessary to provide the coverage identified above shall be primary and not excess coverage over any other valid and collectible insurance available to PMA. All renewals or new policies shall contain necessary clauses and/or endorsements covering any claim PMA may have against Volaire, whether known or unknown, arising prior to said renewal or new policy. Nothing in this Paragraph 7 shall affect or limit Volaire's obligation to indemnify PMA as set forth in Paragraph 6, above.

9. **Severability.** In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.

10. **Assignment.** Volaire shall not assign this Agreement, or retain any third party to provide the Work outlined in this Agreement, without the prior written consent of PMA.

11. **Content Ownership.** All original content written or prepared by Volaire, as provided under this Agreement, shall become the sole property of PMA. Volaire may not use said content for any purpose without the written consent of PMA. No websites, or other documents or communications produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Volaire.

12. **Notices.** Notices by one Party to the other provided pursuant to the terms of this Agreement shall be provided in writing and sent via U.S. Mail, or provided by personal delivery, to the addresses for giving notices as identified at the end of this Agreement, or as the said addresses may from time to time be changed by written notice from one Party to the other.

13. **Attorney's Fees.** Except as otherwise specifically provided in this Agreement, in the event it is necessary for either Party to utilize the services of an attorney to enforce any of the terms of this Agreement, each Party shall pay for its own costs and reasonable attorney's fees.

14. **Waiver of Breach.** The waiver by either Party of the breach of any provision of this Agreement by the other Party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other Party.

15. **Governing Law and Venue; Compliance with Laws and Contractual Obligations.** This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Douglas County Superior Court. In the performance of the Work pursuant to this Agreement, Volaire agrees to comply with all local, state, and federal laws and regulations and all contractual requirements undertaken by PMA.

16. Audits and Inspections. PMA, the State Auditor, or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken under this Agreement, by whatever legal and reasonable means are deemed appropriate by PMA and the State Auditor. In addition, Volaire shall, at such times and in such forms as PMA may require, furnish PMA with such periodic reports as it may request pertaining to the services performed by Volaire pursuant to this Agreement.

17. Agreement Termination. PMA or Volaire may terminate this Agreement, at any time for any reason, by giving thirty (30) days' written notice to the other Party. In such event, PMA shall pay Volaire in full for all work previously authorized and performed prior to the effective date of the notice of termination. In the event of termination, Volaire agrees to reasonably cooperate with any successor contractor, firm or entity thereafter retained by PMA in making available information or content developed as the result of work previously performed by Volaire.

18. Access to Records. PMA and authorized representatives of the State and Federal Governments shall have access to any books, documents, papers, and records of Volaire which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by Volaire for a period of six years after the final audit of PMA's completed projects, pursuant to this Agreement, unless a longer period is required to resolve audit findings or litigation. In such cases, PMA may request, and Volaire shall abide by, such longer period for record retention.

19. Interpretation. This Agreement has been submitted to the scrutiny of each Party and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by either Party or its counsel.

20. Entire Agreement. This Agreement represents the entire and integrated agreement between PMA and Volaire and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both PMA and Volaire. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than PMA and Volaire and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of PMA and Volaire.

PANGBORN MEMORIAL AIRPORT

Dated: 3/1/18

By: Trent Moyers
Trent Moyers, Airport Director

VOLAIRE AVIATION, INC.

Dated: March 2, 2018

By: John Penning, III
John Penning, III, Managing Partner

Address for Giving Notices:

Pangborn Memorial Airport
Attn: Trent Moyers, Airport Director
1 Pangborn Drive
East Wenatchee, WA 98802
Phone: (509) 884-2494

Address for Giving Notices/Payment:

Voltaire Aviation, Inc.
Attn: John Penning, Managing Partner
8500 E. 116th St., Suite 728
Fishers, IN 46038
Phone: (972) 808-6533

EXHIBIT A
Scope of Work

1) Airline headquarters meetings and presentations

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

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

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

2) Air service development conference meetings

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

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

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

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

3) Community visits

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

4) Drive diversion/passenger leakage study

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

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

5) Department of Transportation reporting

Consultant will prepare quarterly status reports on marketing and air service progress in accordance with Small Community Air Service Development Grant (SCASDG) regulations. The written reports will be submitted to the Airport to submit to the DOT.

6) Negotiation of revenue guarantee

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

7) Audit of revenue guarantee statements and invoices

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

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

8) Small community air service development grant application

Consultant will write Airport's application for Small Community Air Service Development Grant funding. Consultant will advise Airport on matching funding requirements, application requirements, and all items to enhance Airport's opportunity to win funding.

Consultant will research and develop the business case for proposed service. Consultant will write the application for funding and assist Airport in its submission. Consultant will work to secure airline support for the initiative.

9) Community survey

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

10) Economic impact analysis

Consultant will detail the economic impact of the Airport and its scheduled air service. The analysis will include a survey of all airport-related business to determine the baseline of on-airport impact. It will also include indirect and induced impact, as developed through the IMPLAN software program. The written report will include detail on impact by source, tax impact, and employment impact throughout the region.

EXHIBIT B
Schedule of Fees & Expenses

(a) Retainer Fee Schedule. Consultant will invoice Airport an equal retainer of \$4,000 per month for all services listed as included as part of the retainer scope of work for the full period of this agreement, beginning on March 1, 2018 and ending on January 1, 2023 – a total of 59 months. Invoices will be issued on the first of each month.

The retainer includes the following projects (with standard fees below for illustration of total value of the work over the five-year period):

<u>Project</u>	<u>Per Item</u>	<u>Total Cost</u>
1) Airline headquarters meeting (first in 12-month period):		\$8,000
a. Five included in retainer over five years:		\$40,000
2) Airline headquarters meeting (per meeting in 12-month period):	\$6,000	
a. Two additional per year, ten included over five years:		\$60,000
3) Airline conference meeting (first at conference):		\$4,000
a. Two included per year, ten included over five years:		\$40,000
4) Airline conference meeting (subsequent at conference):		\$2,000
a. Eight included per year, 40 included over five years:		\$80,000
5) Community visit (per trip):		\$1,750
a. Two included per year, ten included over five years:		\$17,500
6) Drive diversion/passenger leakage study:		\$15,000
a. Two included over five years:		\$30,000
7) Department of Transportation reporting (per report):		\$200
a. As needed, unlimited included:		\$4,000
8) Negotiation of revenue guarantee:		\$3,500
a. Two included over five years:		\$7,000
9) Audit of revenue guarantee statements and invoices:		\$500
a. As needed, unlimited included:		\$4,000
Total Value of Services over Five Years:		\$282,500
Total Value of Services per Year:		\$56,500
Retainer Amount per Year:		\$48,000
Discount to Airport per Year:		\$8,500

(b) Per Project Fee Schedule. Projects outside the retainer scope of work can be commissioned by Airport at any time. These projects will be invoiced, upon completion, at the following rates:

- 10) Small community air service development grant application: \$10,000
- 11) Community survey: \$7,500
- 12) Economic impact analysis: \$15,000

(c) Hourly rates. For projects not included in the above list, Airport will be invoiced on an hourly basis. The standard hourly rate is \$200 per hour.

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

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

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

**Chelan Douglas Regional
Port Authority**

Memo

To: Board of Directors
From:  Jim Kuntz
Date: April 22, 2021
Re: Surplus Property Certification

Per Delegation of Authority Resolution No. 2020-24, and pursuant to RCW 53.08.090, I have the authority to surplus personal property that does not exceed \$10,000 in value. However, I must first provide written certification to the Board that the personal property is surplus to the needs of the Regional Port.

Accordingly, I hereby certify the attached referenced property as surplus to the needs of the Port.

The City of Bridgeport has contacted the Regional Port with interest in some of the office furniture. We could also reach out to other small cities (to be fair) with the same opportunity.

Any remaining office furniture would be placed in a public auction. We are going to use the website www.publicsurplus.com – a governmental auction website to sell any furniture not transferred to other municipal entities.

If you want to allow Regional Port Staff and/or Commissioners to place bids in the public auction, it needs specific Board authorization.

Item #	Description		
1	Oak Desk w/Base (2 pieces) #1330		
2	4 Drawer Oak File Cabinet		
3	4 Drawer Oak File Cabinet		
4	4 Drawer Oak File Cabinet w/ silver handles		
5	4 Drawer Oak File Cabinet w/ silver handles		
6	4 Drawer Oak File Cabinet w/ silver handles		
7	Oak Desk w/Base (two pieces) #1325		
8	Rolling Book Shelf		
9	Oak Desk (3 pieces) #1321		
10	Round Table w/Silver Base		
11	Oak Desk (4 pieces) #1324		
12	Oak Rolling Computer Desk		
13	Oak Desk (4 pieces) #1319		

14	Oak Desk (2 pieces) #1318		
15	Oak Desk (4 pieces) #1328		
16	Oak Desk (2 pieces) #1795		
17	Oak Cabinet w/4 cabinets		
18	4 Drawer Laminate/Light Wood Cabinet		
19	Oak Desk (4 pieces) #1316		
20	Oak Cabinet w/4 cabinets		
Misc 1	Oak - 2 Drawer Computer Desk w/Silver Handles (not sure this is a complete desk)		
Misc 2	Laminate/Light Wood Computer Desk w/Two Drawers (not sure this is a complete desk)		
21	Big Oval Dark Wood Desk (8 pieces)		
22	Oak Audio/Video Desk w/Glass Doors		
23	Oak End Table		
24	Oak Coffee Table		
25	Oak Side Table w/Drawer		


26	7 Shelf Book Case		
27	Oak Cabinet w/Drawers & Cabinets		
28	5 Shelf Oak Book Case		
29	Oak Cabinet w/5 Cabinets and Light		
30	Oak Cabinet w/5 Cabinets and Light		
31	Oak Cabinet w/5 Cabinets and Light		
32	Oak Cabinet w/5 Cabinets and Light		
33	4 Drawer Oak Filing Cabinet		
34	Oak Desk (4 pieces) #1634		
35	Oak Cabinet w/Shelves		
36	Oak Cabinet w/7 Cabinets		
37	7 Shelf Oak Book Case		
38	Dark Brown Computer Desk w/5 Drawers and Silver Handles		
39	Dark Brown Computer Desk w/3 Drawers and Silver Handles		

40	Round Laminate Table (light color) w/Silver Base		
41	Oak Book Case w/4 Shelves		
42	Oak Book Case w/4 Shelves		
43	Oak Book Case w/4 Shelves		
44	Oak Book Case w/4 Drawers		
45	Oak Desk w/5 Drawers and Silver Handles		
46	Laminate Wood Desk w/3 Drawers		
47	Oak Table w/Round Oak Base		
48	2 Piece Dark Brown Desk		
49	Round Table w/Top		
50	2 Drawer Oak Filing Cabinet		
51	Oak Desk w/5 Drawers and Silver Handles		
52	5 Brown Spotted Office Chairs		
53	4 Dark Blue Office Chairs		

54	3 Blue Office Chairs on Wheels		
55	1 Blue Office Chair w/No Wheels		
56	Blue Desk Chair w/Adjustable Height		
57	Blue Desk Chair w/Adjustable Height		
58	Brown Leather Desk Chair		
59	3 Blue Office Chairs w/Black Arms & Legs		
60	Grey Rolling Desk Chair		

**Chelan Douglas Regional Port
Authority**

Memo

To: Board of Directors
From:  Jim Kuntz
Date: April 22, 2021
Re: Executive Flight Building – Use for Community Fundraising Events

The Regional Port has been contacted by a local community group that wants to hold a fundraising event at the Executive Flight Building. Please see attached information. There will likely be other similar requests in the future. While it would be positive public relations for the Regional Port to be supportive of these types of events, they come with significant challenges.

The hangar portion of the Executive Flight Building is currently leased to aviation tenants with very expensive airplanes. We would need to obtain their approval to move their airplanes outside for several days. At some point they may want reduced rent for the time their airplanes are outside.

The hangar area is within an FAA Security Area. We cannot have individuals inside the hangar without being escorted. That means Regional Port Staff would be needed to escort everyone during set-up, the event, and take-down.

If we allowed such an event to take place, we cannot choose going forward which events we like and/or don't like. We cannot discriminate. We would have to develop a detailed policy governing the use of the Executive Flight Building for community fund raising events.

Regional Port Staff's preference is to not allow the Executive Flight Building to be used for community fundraising events. We need policy direction from the Board.



ART EXPERIENCE 2022

EXECUTIVE FLIGHT CENTER EVENT PROPOSAL

Thank you for taking time to review and consider this proposal. This will be the 2nd Annual Taste & See Art Experience showcasing local artists and businesses from around our Valley. Last year's event was remarkably successful, raising over \$45,000 even during the pandemic with livestream only. We are excited to host an in-person event on February 5th in an Art Gallery format where our guests will have the opportunity to network, meet the artists & view their art, learn about some local wineries, cideries and breweries through tastings, and enjoy many small bites from top local chefs. The event will also host a silent and live auction, featuring items from local business including vacation getaways, local experiences, items from some of our favorite shops and more.

BENEFICIARY

Real Options Clinic in Wenatchee is the beneficiary of the ticket sales and proceeds from the silent and live auctions. This is one of two fundraising events to keep the clinic open and free to all its clients for another year. We hope to receive all the funds to pay for the event from corporate sponsors. All sales of the artists, wineries, cideries and breweries will go directly to them.

Real Options is a women's clinic offering pregnancy testing, limited obstetric ultrasounds, STI testing and treatment, classes, education, supplies, local referrals, and advocates that are comprehensively trained to offer compassionate and nonjudgmental assistance. Clients also receive one on one medical care by our licensed physician, Lisa Petersen, and our RN with a master's degree and over 40 years' experience working at Confluence Health, Connie Morris. Real Options also has an Ultrasound Director, Dr. David Weber and a Medical Director, Dr. Steve Voorhies. We have a newly remodeled clinic located at 351 Orondo Avenue, in Wenatchee. Real Options has been serving women in the Wenatchee valley since August 1983. Many of our clients are considered high risk. The clinic serves everyone that comes through our doors. All our services are at no cost to our clients. Real Options is funded completely by our 900 + donors. Real Options has averaged 931 client visits per year in the past five years. Our Board of Directors include Jay Brunner, Board Chair; Kathy Addleman, Vice Chair, Dr. Susan Weber, Treasurer; Craig Chase, Secretary, Tracy Piepel, member; and Kim Hudgins, Executive Director. For more information visit our website at realoptionsclinic.com.

EVENT OVERVIEW & OBJECTIVES

Showcase Local Artists

- Susan Weber creates an online Art Gallery to showcase 20+ local artists and their work
- 10-15 Featured Artists get to exhibit their artwork onsite at the event
- Artists get to showcase a few pieces of their art in our Silent and Live Auctions

Showcase Local Breweries, Cideries, Wineries and Food

- Beer Tastings from 2 local breweries, included in ticket cost – may purchase by the glass
- Cider Tastings from 2 local cideries, included in ticket cost – may purchase glasses/bottles
- Wine Tastings from 3 local wineries, included in ticket cost – may purchase glasses/bottles
- Cash Cocktail Bar – well drinks will also be available to purchase by the glass

Event Team

We have a full production team to create and implement this event, along with a committee of volunteers with different skills and experiences. All the production team members carry event insurance. There will be little responsibilities placed on your staff. See **Facility Costs** table below for those responsibilities.

Name	Role	Business Name
Kim Hudgins	Executive Director	Real Options Clinic
Kelley Kennedy	Event Producer	Impact! Events
Ingrid Millard	Auction / Check-in & out	Real Options Clinic
Krystina Curry	Marketing	Real Options Clinic
Jarod Breshears	Livestream & Production	Skeeterbuggins Productions
Mike Locke	Sound & Lighting	Numerica Performing Arts Center
James Wallace	Power & Stage	Wenatchee High School

EVENT TIMELINE

We would need 2.5 days for installation, event day and load-out for our desired results.

Action	Date	Time	Lead
Ethernet added to atrium & hangar	Thursday, 2/3	TBD	Jarod
Lighting installed	Friday, 2/4	9:00AM	Mike
Stage, sound & livestream installed	Friday, 2/4	10:00AM	Mike/Jarod
Deliveries: Rentals	Friday, 2/4	11:00AM	Kelley
Set-up: Tables, chairs & easels	Friday, 2/4	Noon	Kelley
Deliveries: Artwork from all artists	Friday, 2/4	12PM-2PM	Susan
Full Rehearsal	Friday, 2/4	3:00PM	Jarod
Set-up: Beverage stations & bar	Saturday, 2/5	10:00AM	Kelley
Set-up: Food stations	Saturday, 2/5	10:30AM	Kelley
Set-up: Photo area near plane	Saturday, 2/5	11:00AM	Kelley
Set-up: Decorations, auction items, guest tables, etc.	Saturday, 2/5	12PM-2PM	Kelley/Ingrid
Set-up: Check-in / Coat-check	Saturday, 2/5	2:00PM	Ingrid

Set-up: Valet	Saturday, 2/5	2:00PM	Kelley
Arrivals: Catering, artists, auctioneer, band	Saturday, 2/5	3:00PM	Kelley
Event Hours	Saturday, 2/5	5:30-9:00PM	Kelley
Tear-down: Artists, catering, décor, rentals	Saturday, 2/5	9:00-11:00PM	Kelley
Tear-down: Livestream, sound, lighting & stage	Sunday, 2/6	10:00-4:00PM	Mike/Jarod
Tear-down: Remove everything else	Sunday, 2/6	10:00-4:00PM	Kelley

COSTS FOR USING THE EXECUTIVE FLIGHT CENTER

These are the facility costs we discussed in our first walk thru. Please review and let us know if there are more. We are happy to pay for the labor costs associated on the facility's end with using this space. Let us know the estimated cost for each of the following.

Facility Costs, Executive Flight Center

Labor Costs	Cost
Flight Center staff onsite for 2.5 days	
Snow removal (if needed)	
Moving 1-2 planes from the hangar	
Hangar floor cleaning before the event	
Hangar floor cleaning after the event	
Ethernet & network requirements in the atrium & hangar	
Total	

Venue Comparison

We also have a hold on the Pybus Market Event Center. Their rental cost is \$1,675 and includes all the following items. We will need to bring in all these items at an additional cost to the Flight Center. We are providing this as a cost-comparison to another local venue.

Items included in Pybus Venue Rental (2,732' in size)	Pybus	Flight Center
10: 6' Tables / 20: 8' Tables / 15: 5' Round Tables	\$0	\$411.92
10: Standing cocktail tables	\$0	\$108.40
150: Chairs	\$0	\$487.80
12'x20' Stage and sound system	\$0	\$250+
6'x8' Screen and rear screen projector	\$0	\$300+
Podium, 2 wireless & 2 hand-held microphones	\$0	\$300+
Ethernet live in the atrium & hangar. Will contact LocalTel to provide the following: <ul style="list-style-type: none"> • Network needs to be setup for DHCP or • Network speed – 50+ MBps Down, 50+ MBps Up • Wifi Guest Network for the event guests 	\$0	TBD
Lighting will be hung on a truss or by the ceiling upon your approval	\$2,500	\$5,000
30' Scissor Lift to hang lights (we'll rent from Star Rentals)	\$0	\$125+
A heating solution (we are researching options)	\$0	\$200+
Additional restrooms (will contact Royal Flush Wenatchee)	\$0	\$700+
All Cleaning Fees & Onsite Staff	\$0	TBD
Lots of Parking (no need for valet)	\$0	\$300
Total	\$0	\$8,183

OUR PROPOSAL

Even though there will be much more work and costs to host this event at the Executive Flight Center, it is our first choice for this event. We love the space uniqueness and the wonder it will create in everyone involved. The size of the space will enable more artists and local businesses to participate. As one of the first events post pandemic, this space is the perfect backdrop for the themes we are considering; “Come Fly with Us”, “Let’s Fly into a Better Tomorrow Together”, “Oh, the Places we’ll Go”, “Adventure Awaits”. We’d love to have a plane at the side of the stage, stairs draped in red carpet and stanchions for a Presidential photo opp. Tiffany Taylor is on our planning committee and offers the use of their plane.

Coming out of the isolation and devastation of a Covid year, the idea of community has never been more important than right now. Making connections with others in our Valley is an important tool for the women we support, to not feel isolated and alone, and to build a network of support for future growth and prosperity.

We invite the Executive Flight Center or the Chelan Douglas Regional Port Authority (whichever business name you choose to use) to be one of the following Corporate Sponsors.

Title Sponsor, \$7,000 In-Kind Value

- Executive Flight donates the use of its space February 4-6, 2022 as outlined above
- Executive Flight pays for all the **Facility Costs** outlined above

Venue Sponsor, \$2,000 In-Kind Value

- Executive Flight donates the use of its space February 4-6, 2022 as outlined above
- Real Options pays for all the **Facility Costs** outlined above

Sponsor Promotions

<p>TITLE SPONSOR \$7,000</p>	<ul style="list-style-type: none"> • “Taste & See” Art Experience brought to you by TBD in all advertising; radio, social media & print • 1 Personal interview on KOHO and KPQ • Name with description as Title Sponsor inclusion in two Chamber newsletters • Name with description as Title Sponsor inclusion in four email blasts to all Real Options subscribers • Logo & link as Title Sponsor on event Website, Facebook & Instagram • Logo on event invitations, flyers and programs • Company name and/or logo on all emailed materials for this event to sponsors, artists, etc. • A Personal Introduction and 5 minutes on stage at the event and on the livestream • Company logo slide displayed multiple times during the program on the big screen • VIP Table for 6 people near the stage at the live event, including. (\$500+ value) <ul style="list-style-type: none"> 2 Bottles of Wine delivered to your table during event 4 Bidder Paddles for the Live Auction 2 Bidder Numbers for the online access to the Art Gallery & Silent Auction & livestream program (for guests who view from home)
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VENUE SPONSOR \$2,000	<ul style="list-style-type: none"> • Name with description as Venue Sponsor inclusion in all advertising; radio, social media & print • Name with description as Venue Sponsor inclusion in two Chamber newsletters • Name with description as Venue Sponsor inclusion in four email blasts to all Real Options subscribers • Logo & link as Venue Sponsor on event Website, Facebook & Instagram • Company logo slide displayed multiple times during the program • Company verbally “Thanked” during the program from the podium • Listed on emailed & printed programs as the Venue Sponsor
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We hope this proposal answers many of your questions and helps you imagine what this event could look like in the Executive Flight Center. We believe this is a great partnership, as your mission is to work together to enhance the economic vitality of North Central Washington, and this event’s main objective is to amplify the efforts and work of many businesses and artists in our Valley.

If you have questions on this proposal, feel free to contact Kelley Kennedy at your convenience by email at Kelleyk@impactevents.com or 509.387.1411. We are happy to meet with you and or the Board of Directors to answer any questions or discuss any ideas they may have.

Thank you for your consideration,

Kim Hudgins
 Executive Director, Real Options

Kelley Kennedy
 CEO, Impact! Events

Hanger door 125'W & 35' H

Silent Auction

Guest Flow



Plane Photo Opp



Brewery

Winery

Food

Food

Stage—2 Stairs
6'x8' Screen
Podium

Dance Area
on concrete

Standing cocktail
tables interspersed

Legend:

- Bites passed by Board
- Real Options Drink Giveaway
- Projection/Stage/Podium
- 18 Artists in 2020
- 3 Wineries
- 2 Cideries
- 2 Breweries
- ?? Food Stations
- 250+ Guests

14+ Artists/Easels/Tables
Tasting Tables
Guest Seating & Standing

Cocktail Bar

Cidery



Live Art

Food

Winery

Food

Brewery

Guest Entrance

Kitchen

Guest Flow

Silent Auction

American Flag

Atrium Check-in & out and Restrooms



Pangborn Memorial Airport Activity Reports 2021 - 1st Quarter

Total Passengers (Inbound/Outbound) - 1st Quarter					
	<u>Qtr 1 2021</u>	<u>Qtr 1 2020</u>	<u>Qtr 1 2019</u>	<u>Qtr 1 2018</u>	<u>Qtr 1 2017</u>
January	4,822	9,467	9,357	9,292	9,698
February	5,306	9,226	8,454	8,538	7,109
March	7,310	5,164	10,449	10,470	11,190
1st Qtr Total	17,438	23,857	28,260	28,300	27,997

Passenger Enplanements - 1st Quarter					
	<u>Qtr 1 2021</u>	<u>Qtr 1 2020</u>	<u>Qtr 1 2019</u>	<u>Qtr 1 2018</u>	<u>Qtr 1 2017</u>
January	2,465	4,957	4,831	4,766	4,916
February	2,789	4,640	4,331	4,268	3,695
March	3,744	2,235	5,173	5,131	5,633
1st Qtr Total	8,998	11,832	14,335	14,165	14,244

Load Factor Percentage - 1st Quarter					
	<u>Qtr 1 2021</u>	<u>Qtr 1 2020</u>	<u>Qtr 1 2019</u>	<u>Qtr 1 2018</u>	<u>Qtr 1 2017</u>
January	54.97%	75.95%	70.76%	76.90%	83.40%
February	70.57%	74.94%	77.79%	80.24%	82.78%
March	75.68%	42.47%	79.93%	79.63%	84.62%
1st Qtr Average	67.07%	64.45%	76.16%	78.92%	83.60%

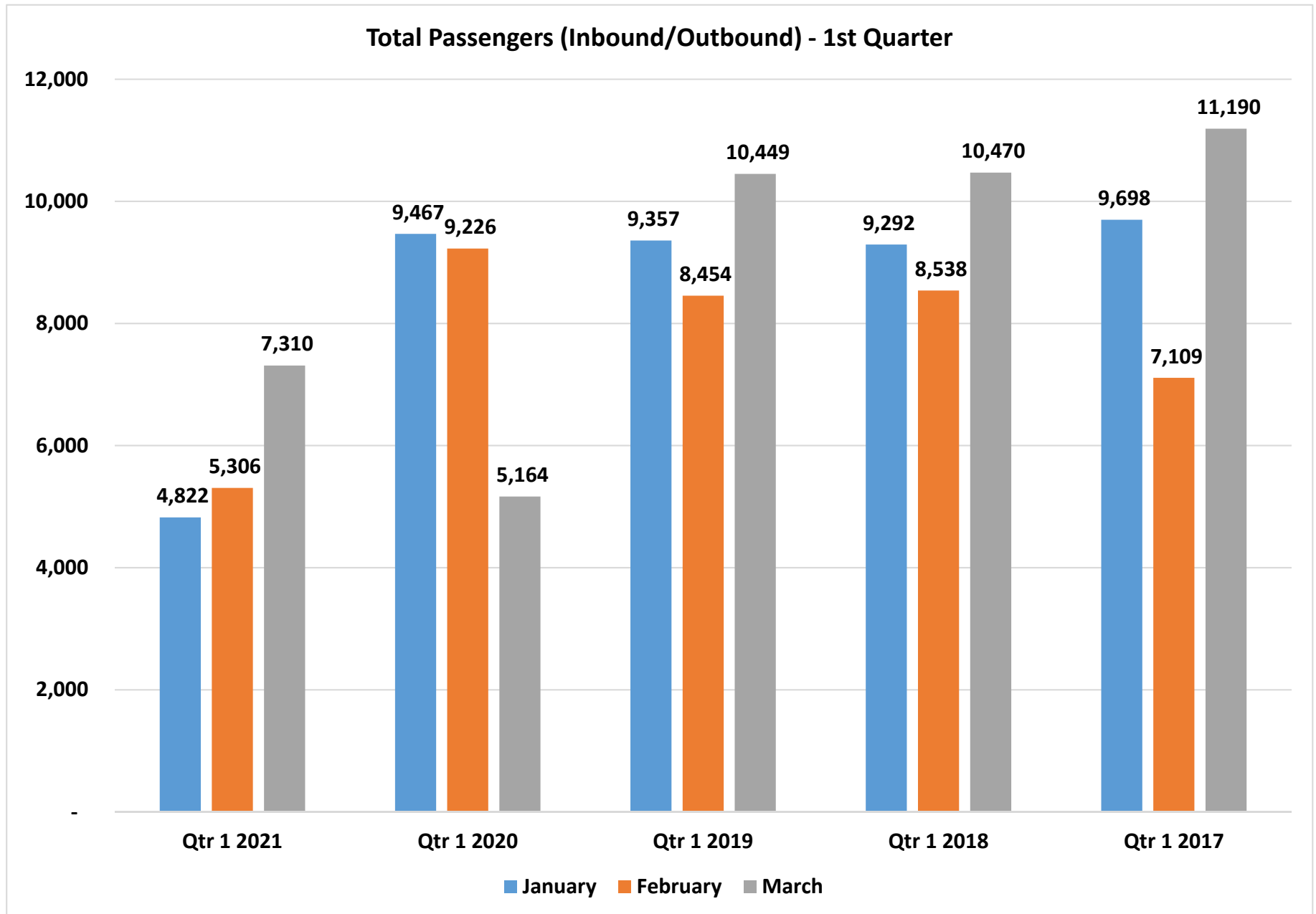
Car Rental Revenue - 1st Quarter					
	<u>Qtr 1 2021</u>	<u>Qtr 1 2020</u>	<u>Qtr 1 2019</u>	<u>Qtr 1 2018</u>	<u>Qtr 1 2017</u>
January	\$ 32,230.04	\$ 93,277.10	\$ 62,104.43	\$ 70,037.65	\$ 114,491.25
February	\$ 53,736.14	\$ 72,979.26	\$ 57,746.68	\$ 62,275.82	\$ 103,761.86
March	\$ 33,962.59	\$ 45,737.98	\$ 72,141.74	\$ 78,424.38	\$ 93,421.99
1st Qtr Total	\$ 119,928.77	\$ 211,994.34	\$ 191,992.85	\$ 210,737.85	\$ 311,675.10
CDRPA Revenue @ 10%	\$ 11,992.88	\$ 21,199.43	\$ 19,199.29	\$ 21,073.79	\$ 31,167.51

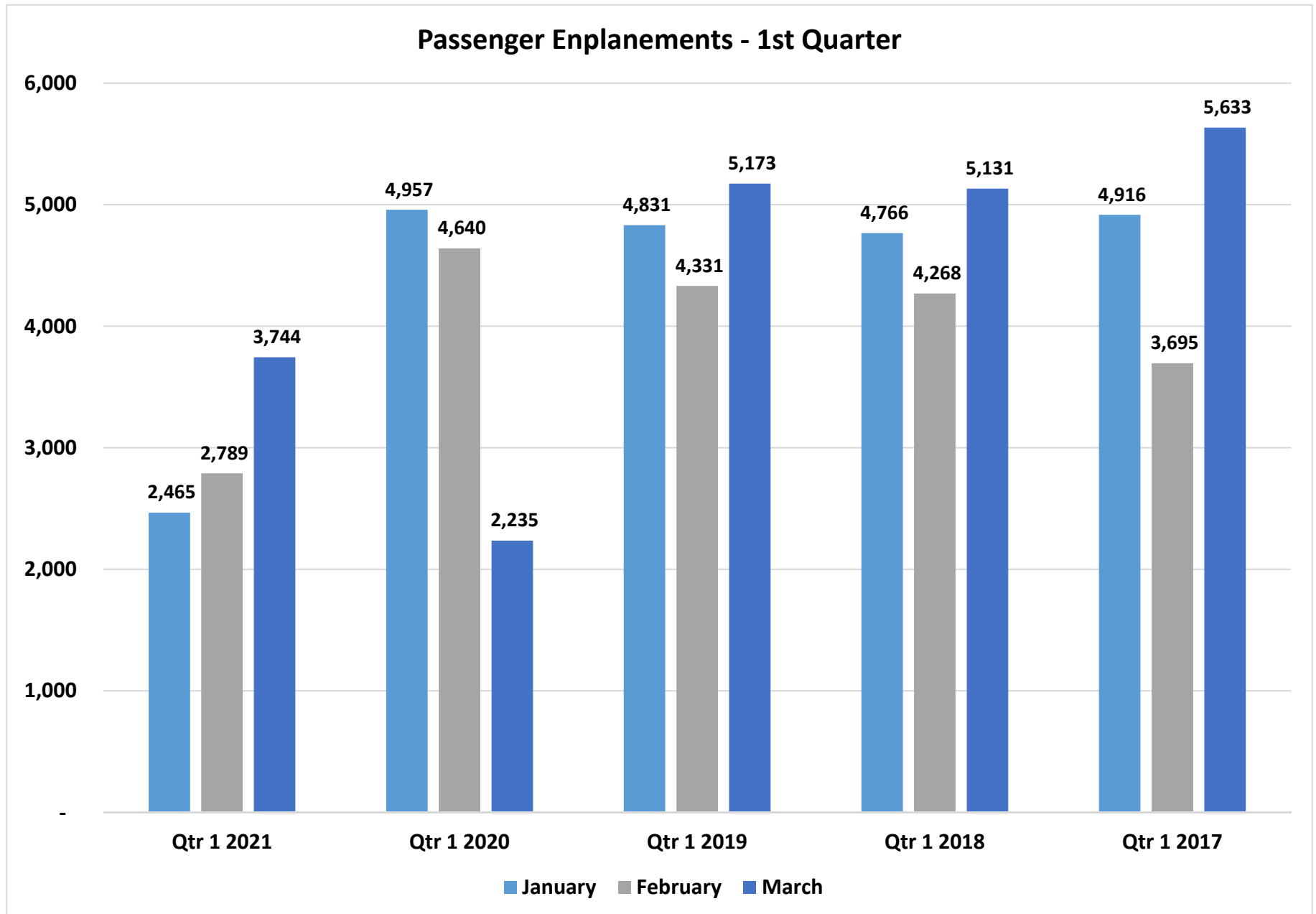
Note: Numbers represent total car rental revenue. CDRPA receives 10% of total.

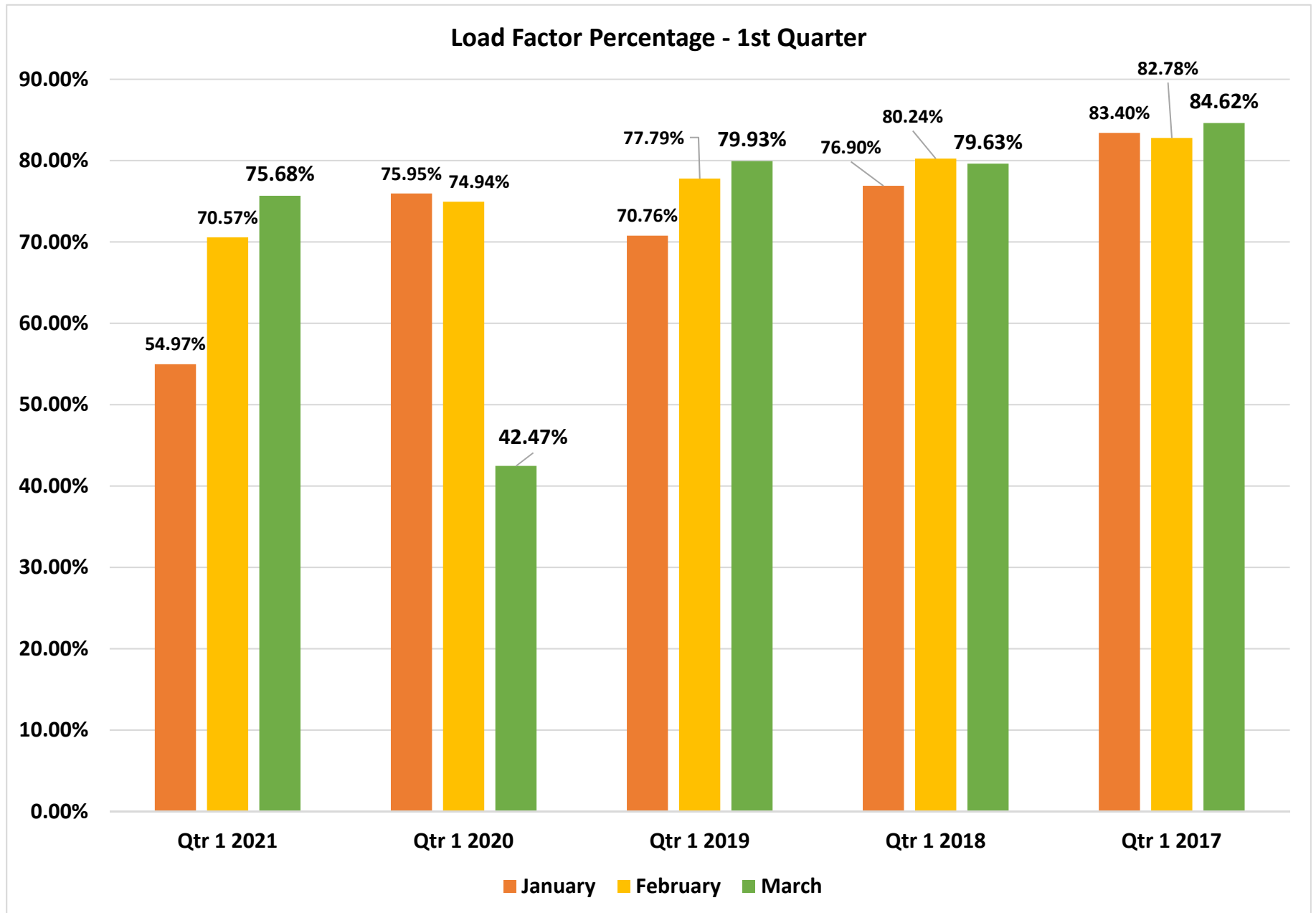
Fuel Sales (Gallons) - 1st Quarter			
2021			
	<u>Jet A</u>	<u>Av Gas</u>	<u>Total</u>
January	18,201.00	4,380.11	22,581.11
February	27,583.00	4,196.98	31,779.98
March	21,013.00	1,868.45	22,881.45
1st Qtr Total	66,797.00	10,445.54	77,242.54
2020			
	<u>Jet A</u>	<u>Av Gas</u>	<u>Total</u>
January	25,480.80	743.84	26,224.64
February	17,072.00	1,353.85	18,425.85
March	11,195.60	2,214.15	13,409.75
1st Qtr Total	53,748.40	4,311.84	58,060.24
2019			
	<u>Jet A</u>	<u>Av Gas</u>	<u>Total</u>
January	3,853.00	1,325.20	5,178.20
February	2,871.00	594.10	3,465.10
March	9,794.00	2,110.80	11,904.80
1st Qtr Total	16,518.00	4,030.10	20,548.10

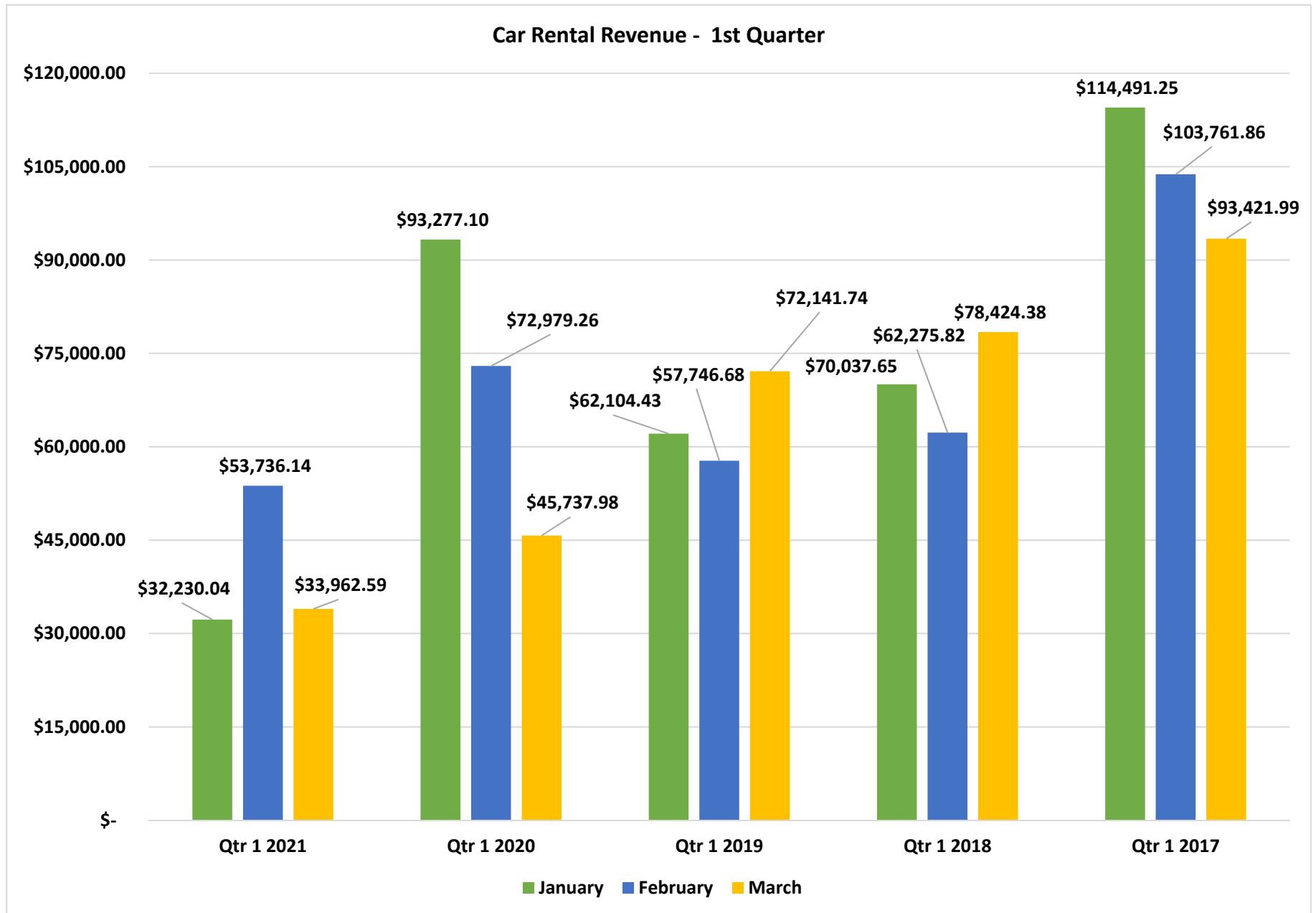
Parking Revenue - Gross - 1st Quarter				
	<u>Qtr 1 2021</u>	<u>Qtr 1 2020</u>	<u>Qtr 1 2019</u>	<u>Qtr 1 2018</u>
January	12,975.99	34,184.84	35,603.51	35,849.35
February	19,494.00	40,893.53	38,916.82	36,705.18
March	25,932.59	16,685.77	46,664.51	41,502.54
1st Qtr Total	58,402.58	91,764.14	121,184.84	114,057.07

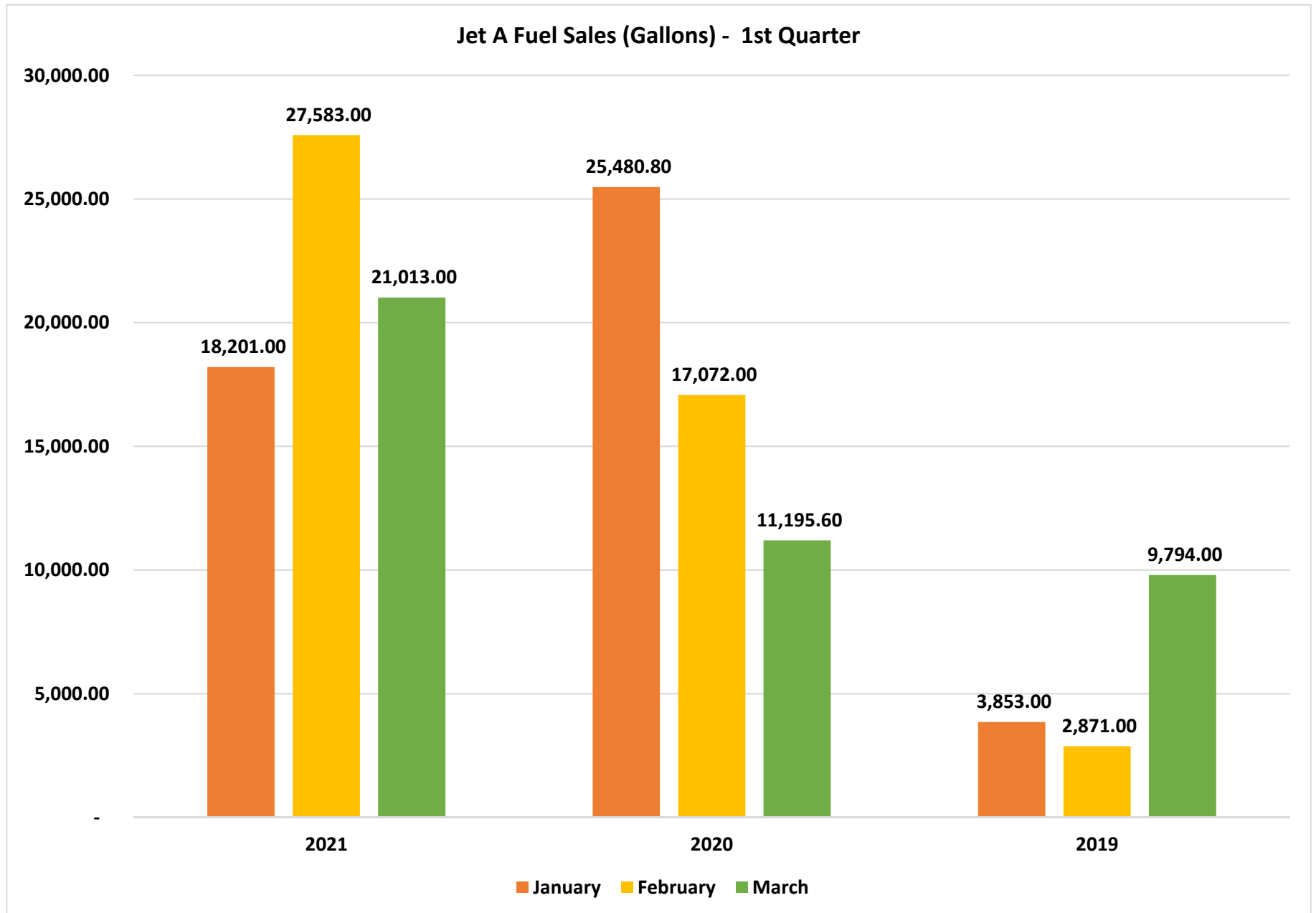
Parking Revenue - Net to CDRPA - 1st Quarter				
	<u>Qtr 1 2021</u>	<u>Qtr 1 2020</u>	<u>Qtr 1 2019</u>	<u>Qtr 1 2018</u>
January	8,532.73	25,967.41	27,151.52	27,474.80
February	13,093.30	31,275.66	29,910.90	28,150.08
March	16,770.43	12,212.61	35,917.38	31,903.18
1st Qtr Total	38,396.46	69,455.68	92,979.80	87,528.06

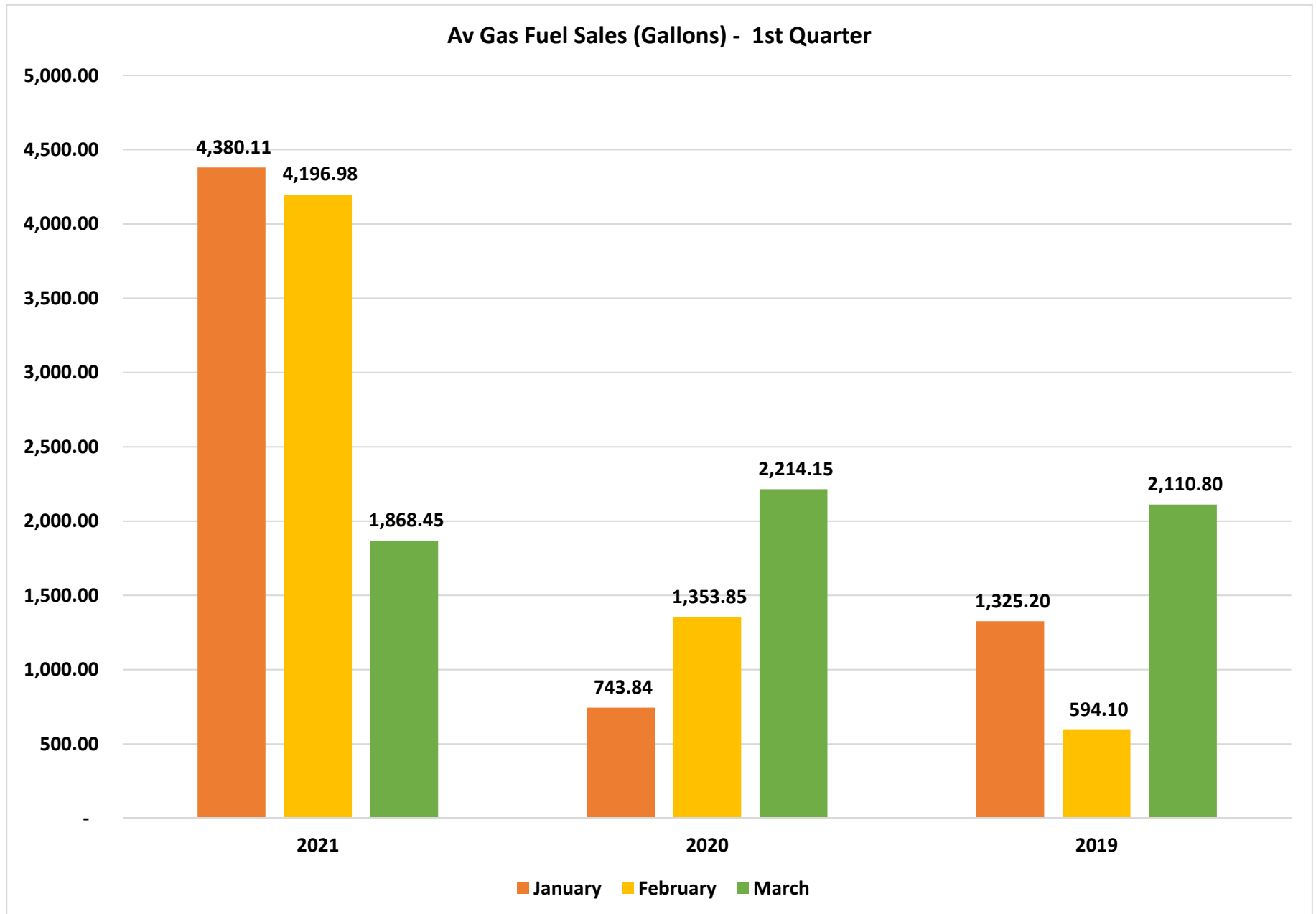


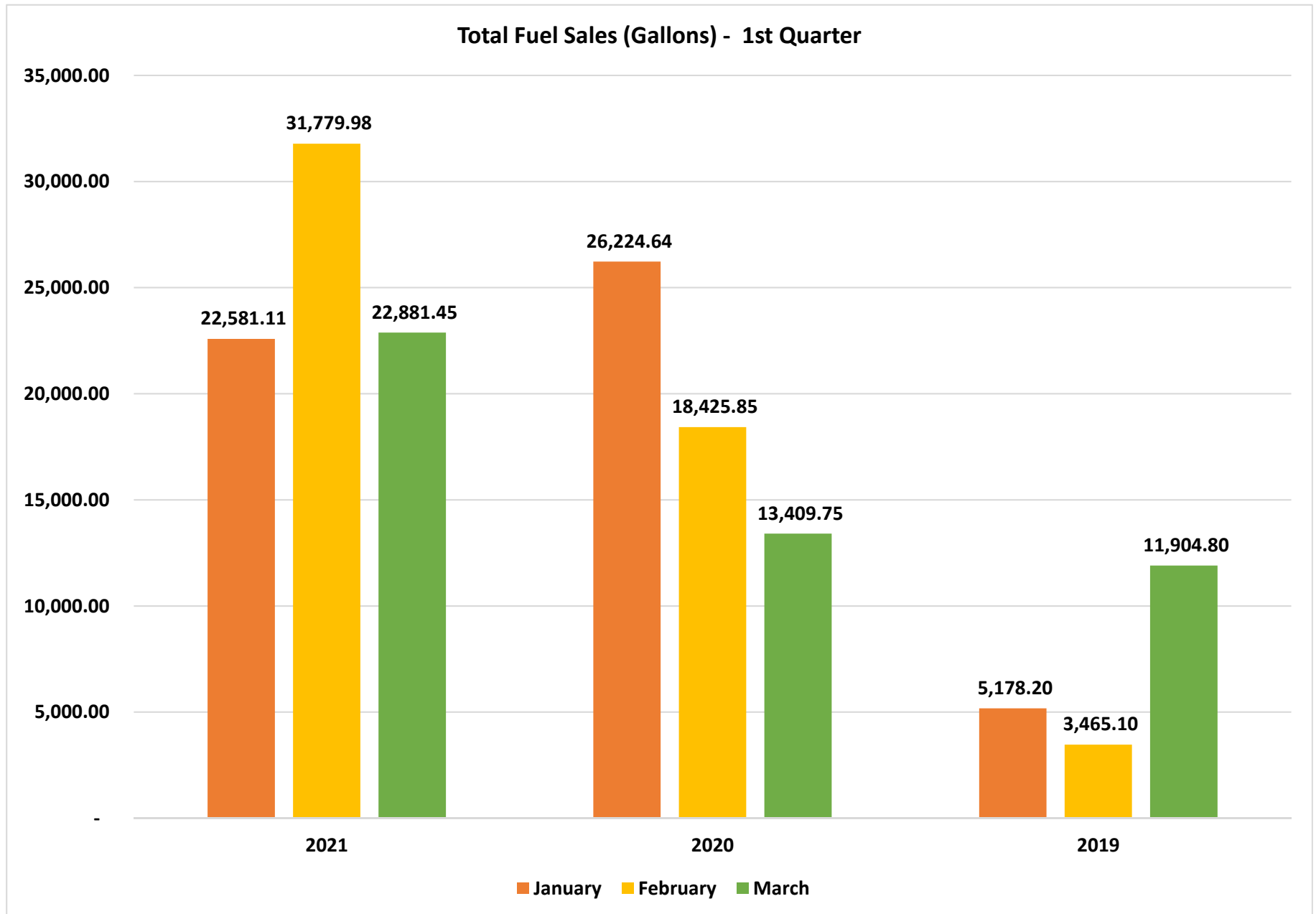


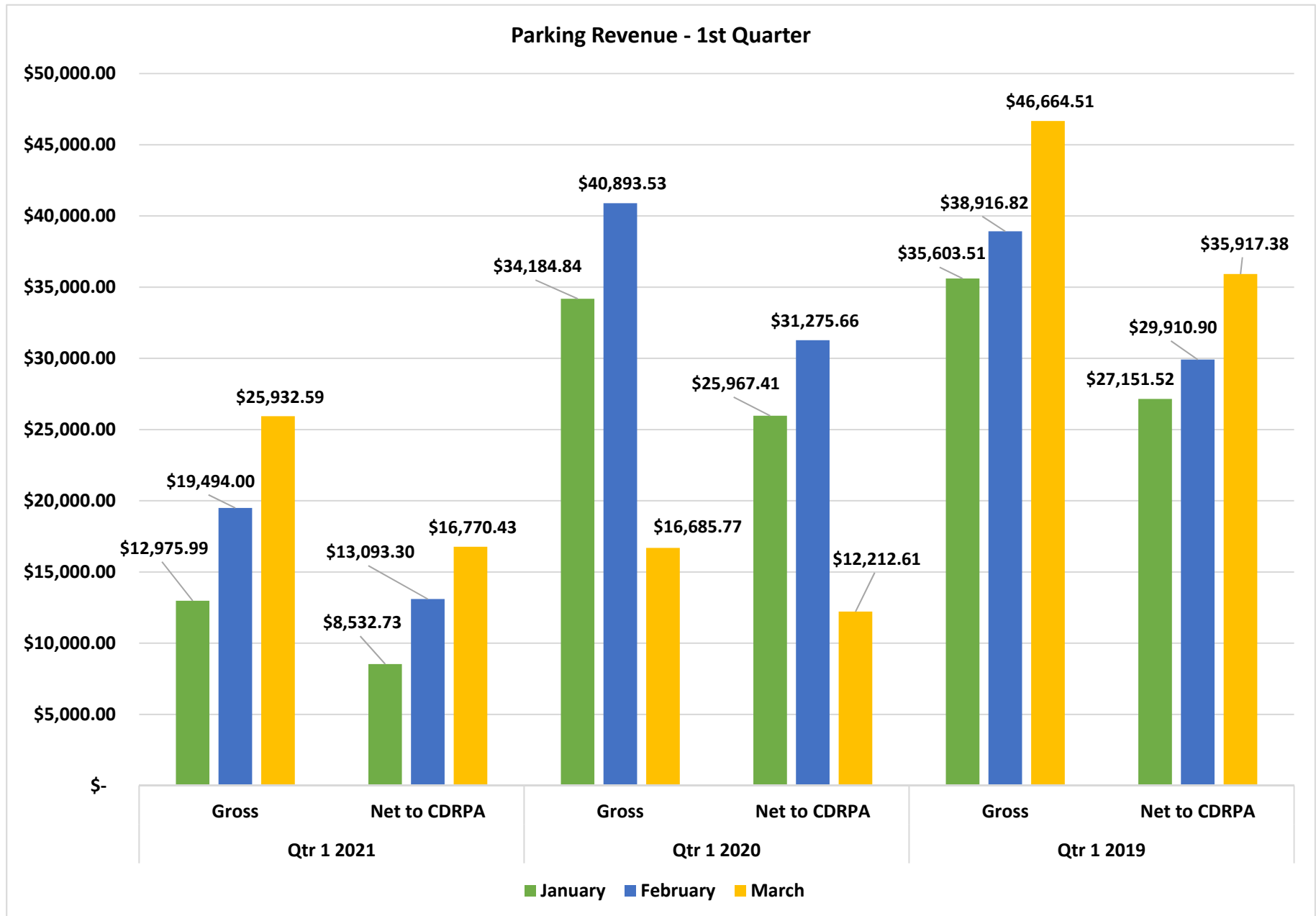












Memo

To: File

From: Randy Asplund

Date: April 7, 2021

Re: Former Johnson Air Service Building - Site Examination



On April 2nd, I performed a preliminary site examination of the former Johnson Air Service building located at the Waterville Airport. The purpose of the site visit was to look for any signs that might indicate past chemical or fuel spills on the property. The site visit was limited to the areas surrounding the exterior of the building and the grounds adjacent to the building.

General Site Conditions

The area surrounding the building has considerable metal and wood debris scattered around the back and sides of the building. The building shows signs of significant disrepair and the materials around the exterior of the building appear to not have been moved in years. The building appears to be a slab on grade building and was probably constructed between 50 to 70 years ago. It appears to be in poor condition with numerous holes in the metal siding and signs of rotting structural members along the base of the walls.

It appears the area around the building has historically been used to store unwanted wood and other metals. See 2017 aerial photo below. The trailers and vehicles shown on the east (right) side of the building in the 2017 photo adjacent to the fuel dispenser have been removed.



2017 Johnson Air Service Building Aerial Photo from Google Earth

Site Photos



Photo 1 – View to the northeast showing fueling dispenser and concrete fueling ramp. Note the surfacing adjacent to the dispenser is gravel and the darker areas near the end of the concrete fueling ramp are either asphalt pavement or chip seal. There is a 20-foot wide concrete apron along the airside of the building. Note debris stacked against the building.



Photo 2 – Closeup of end of fueling ramp and 3” drain. A 1980 aerial photo shows a plane parked adjacent to the end of the fueling ramp indicating this is probably where planes were probably refueled. The concrete is sloped to drain towards the drain.



Photo 3 – View looking southeast toward Ag Link Inc. property (formerly Johnson Air Service)



Photo 4 – View to the southwest (Barnes Welding Building in the background).



Photo 5 – View looking west towards east side of building. Reason for 2" gray pipe is unknown.



Photo 6 – Closeup of SE building corner. White PVC pipe with rebar valve handle and galvanized pipe appears to be domestic water supply (for unknown use - chemical mixing?). Black ABS pipe on side of building appears to be a waste vent pipe indicating a possible septic tank and drainfield.



Photo 7 – Closeup view of SE building corner. Note 2" PVC vent pipe in upper righthand corner indicating the possible present of a underground storage tank. Could not determine if galvanized pipe is connected. Steeling siding appears to be stored on a concrete pad.



Photo 8 – View looking east at southwest corner of the building. Window appears to be for an office. Electrical service entrance still has meter installed.



Photo 9 – View to the south along the west side of the building (Barnes Welding outdoor storage area in the background). Note door located on the NW corner of the building.



Photo 10 - View to the east showing fuel dispenser and concrete apron along the front (airside) of the building. Note circular staining of concrete apron with unknown chemical. The Concrete is in poor condition with significant cracking and surface deterioration and pocking indicating the use of deicers or other chemicals.

Fueling Dispenser Tank Location

Review of the historical mapping for the Airport does not show the location of the fuel tank on the RPA parcel. However, a 2007 survey for the Airport shows a dashed line from the existing fuel dispenser to an above ground tank located on the Ag Link parcel which may indicate the location of an underground fuel line.

Property records for the Ag Link parcel indicate the parcel was purchased by Phil Johnson in September 1997 and then sold to Ag Link in November 2015. This is consistent of a reported third-party conversation with Mrs. Johnson that the above ground tank for the dispenser was relocated to the new property when the current Ag Link building was constructed in the late 1990's or early 2000's.

**Chelan Douglas Regional Port
Authority**

Memo

To: Board of Directors
From: Tricia Degnan
cc: Jim Kuntz
Date: April 20, 2021
Re: CTC Elevator Repair/ Incident Report

On April 8th power was lost to all three elevators at the CTC. We found the breaker that feeds all three elevators had tripped. Shortly after the breaker was cycled there was a power arc to elevator two that blew the cover off the mechanical unit inside the elevator engine room in the lower level.

After more investigation, ThyssenKrupp (TK) Elevator Corp. found that there was damage to elevator one and two during the power arc.

Attached is an estimate to replace the parts that TK knows were damaged during the incident.

During replacement there is a chance they may find additional parts that will need to be repaired or replaced. We will also bring in an electrician to ensure there are not any electrical issues on the building side and/or add assurance that this type of a failure is less likely to occur in the future.

At this time, I do have it within my 2021 approved Building Repairs budget to cover the attached costs.

Repair Work Order



April 19, 2021

CONFLUENCE TECHNOLOGY CENTER

Purchaser: Chelan Douglas Regional Port Authority
Address: 1 Campbell Pkwy Ste A East
Wenatchee, WA 98802-9290

Location: CONFLUENCE
TECHNOLOGY CENTER
Address: 285 Technology Center Way
Wenatchee, WA 98801-8120

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Nineteen Thousand Seven Hundred Fifty Seven Dollars and Thirty Nine Cents (\$19,757.39)** plus any applicable sales tax pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
#1	Pump Motor	Operational
#1	Solid State Starter	Operational
#2	Solid State Starter	Operational

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 509 2904660.

We appreciate your consideration.

Regards,

Corey Raino
TK Elevator Corporation
9711 E Knox Ave Ste 1
Spokane Valley WA 99206
corey.raino@tkelevator.com | +1 509 2904660

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Scope of Work

Solid State Starter

TK Elevator will provide time and material to remove the existing starter assembly. We will furnish and install a new Solid-State Starter motor starting and limit the inflow of current. The new starter shall have built in protection for overload conditions, reverse phase, and The new starter shall be wired, adjusted and tested for smooth operation. This starter is required for both elevators 1 & 2.

Pump Motor

We will provide labor and material to install one new pump motor on the elevator power unit on Elevator 1.

Due to the unforeseen circumstances with the power issues that were experienced, this proposal is the initial diagnosis of parts that replacement. Additional parts may be needed

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Work order price:		\$19,757.39
Estimated tax:	8.5000	\$1,679.38
Estimated contract price:		\$21,436.77
Initial progress payment:	(50%)	\$10,718.39
Total due upon completion:	(50%)	\$10,718.39

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Chelan Douglas Regional Port Authority (Purchaser):	TK Elevator Corporation Management Approval
By: <u>James M. Kuntz</u>	By:
(Signature of Authorized Individual) Tricia Degnan	(Signature of Branch Representative)
<u>James M. Kuntz</u>	Justin Lee Branch Manager
(Print or Type Name)	
<u>CEO</u>	
(Print or Type Title)	
<u>April 20, 2021</u>	
(Date of Acceptance)	(Date of Execution)

Please contact Tricia Degnan to schedule work at the following phone number 509.661.3118



Acct Name: CHELAN DOUGLAS REGIONAL PORT

SUMMARY - USD

Page 1

Acct Number: XXXXXXXX013

For period 03/01/2021 - 03/31/2021

ACTIVITY - Settled/Cleared Cash Activity

Transaction Type	Amount
Purchases	0.00
Purchase Reversals	0.00
Sales	0.00
Sale Reversals	0.00
Withdrawals	0.00
Receipts	0.00
Deliveries	0.00
Principal Reversals	0.00
Interest	7,187.50
Interest Reversals	0.00
Interest Adjustments	0.00
Maturities	0.00
Calls	0.00
Puts	0.00
Paydowns	0.00
Paydown Adjustments	0.00
Payups	0.00
Payup Adjustments	0.00
Cash Dividends	0.00
Balance Changes	0.00
Stock Dividends	0.00
Closeouts	0.00
Closeout Dividends	0.00
Net Activity	7,187.50

Your Sales Representative is: SAFEKEEPING OPERATIONS
(800) 236-4221

Statement Contents

- *Summary
- *Activity - Settled/Cleared Cash Activity
- *Activity - Projected Activity for Next Statement Period
- *Holdings
- *Cash Flow Projections



HOLDINGS - Custody

Category	Par/Shares	Original Face	Principal Cost	Market Value
US Government Agency Securities	4,000,000.00000	4,000,000.00000	4,091,592.50	4,153,530.00
Total Custody Holdings	4,000,000.00000	4,000,000.00000	4,091,592.50	4,153,530.00



Acct Name: CHELAN DOUGLAS REGIONAL PORT
Acct Number: XXXXXX013

ACTIVITY - USD
Settled/Cleared Cash Activity

Page 2
For period 03/01/2021 - 03/31/2021

Date Ticket	Activity	Description	Rate Maturity	Par/Shares Price/NAV	Security ID	Amount
03/15/2021 392209426	Interest	FEDERAL HOME LOAN BANK 09/13/24	2.875 09/13/2024		3130A2UW4	7,187.50
			Net Activity			7,187.50



Acct Name: CHELAN DOUGLAS REGIONAL PORT

ACTIVITY - USD

Page 3

Acct Number: XXXXXXXX013

Projected Activity for Next Statement Period

Date Ticket	Activity	Description	Rate Maturity	Par/Shares Price/NAV	Security ID	Amount
04/13/2021 392209430	Interest	FEDERAL FARM CREDIT BANK 10/13/22	1.600 10/13/2022		3133ELGN8	4,000.00
Net Projected Activity						4,000.00



Acct Name: CHELAN DOUGLAS REGIONAL PORT
 Acct Number: XXXXXX013

HOLDINGS AS OF 03/31/2021 - USD

CUSTODY

Maturity	Security ID Ticket	Rate Acq Date	Description	Par/Shares Original Face	Principal Cost	Market Value NAV
US Government Agency Securities						
08/12/2021	3137EAEC9 392209432	1.125 02/20	FREDDIE MAC 3137EAEC9 08/12/21	500,000.00 500,000.00	497,876.00	501,949.50
01/21/2022	3133ELHR8 392209431	1.600 02/20	FEDERAL FARM CREDIT BANK 01/21/22	500,000.00 500,000.00	501,833.00	506,080.00
10/13/2022	3133ELGN8 392209430	1.600 02/20	FEDERAL FARM CREDIT BANK 10/13/22	500,000.00 500,000.00	502,900.00	511,192.50
12/09/2022	313381BR5 392209429	1.875 02/20	FEDERAL HOME LOAN BANK 12/09/22	500,000.00 500,000.00	506,935.00	514,494.00
06/19/2023	3137EAEN5 392209428	2.750 02/20	FEDERAL HOME LOAN MTG CORP 06/19/23	500,000.00 500,000.00	522,897.50	528,168.50
02/05/2024	3135G0V34 392209427	2.500 02/20	FEDERAL NATL MORTGAGE ASSN 02/05/24	500,000.00 500,000.00	521,402.50	530,967.50
09/13/2024	3130A2UW4 392209426	2.875 02/20	FEDERAL HOME LOAN BANK 09/13/24	500,000.00 500,000.00	532,965.00	541,002.50
01/07/2025	3135G0X24 392209425	1.625 02/20	FEDERAL NATL MORTGAGE ASSN 01/07/25	500,000.00 500,000.00	504,783.50	519,675.50
US Government Agency Securities Total				4,000,000.00000	4,091,592.50	4,153,530.00
Total Custody Holdings				4,000,000.00000	4,091,592.50	4,153,530.00

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

4/23/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Cami RSVP arrangements if applicable</i>
April 27	Tuesday	CDRPA Board Meeting; 9:00 AM		
April 28	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
May 11	Tuesday	CDRPA Board Meeting; 9:00 AM		
May 12	Wednesday	NCWEDD Meeting		
May 13	Thursday	CDTC Board Meeting 9:00 AM		
May 18	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
May 19	Wednesday	GWATA Board Meeting; 3:00 PM		
May 19-21	Wed-Friday	WPPA Spring Meeting; Virtual	6 Commissioners, Jim Kuntz;	
May 20	Thursday	GWATA Flywheel; 11:30am - 4pm; details TBD/Hybrid		
May 25	Tuesday	CDRPA Board Meeting; 9:00 AM		
May 26	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
May 31	Monday	Memorial Day/Office Closed		
June 8	Tuesday	CDRPA Board Meeting; 9:00 AM		
June 9	Wednesday	NCWEDD Meeting		
June 10	Thursday	CDTC Board Meeting 9:00 AM		
June 15	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
June 16	Wednesday	GWATA Board Meeting; 3:00 PM		
June 16-18	Wed-Friday	WPPA Finance Seminar; Alderbrook (tentative)		
June 22	Tuesday	CDRPA Board Meeting; 9:00 AM		
June 23	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
July 5	Monday	4th of July Holiday Observed/Office Closed		
July 7-9	Wed-Friday	WPPA Director's Seminar; dates and location not firm.		
July 8	Thursday	CDTC Board Meeting 9:00 AM		
July 13	Tuesday	CDRPA Board Meeting; 9:00 AM		
July 14	Wednesday	NCWEDD Meeting		
July 19-21	Mon-Wednesday	WPPA Commissioner's Seminar; Marcus Whitman Walla Walla; tentative		
July 20	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
July 21	Wednesday	GWATA Board Meeting; 3:00 PM		
July 27	Tuesday	CDRPA Board Meeting; 9:00 AM		

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

4/23/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Cami RSVP arrangements if applicable</i>
July 28	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
August 10	Tuesday	CDRPA Board Meeting; 9:00 AM		
August 11	Wednesday	NCWEDD Meeting		
August 12	Thursday	CDTC Board Meeting 9:00 AM		
August 17	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
August 18	Wednesday	GWATA Board Meeting; 3:00 PM		
August 24	Tuesday	CDRPA Board Meeting; 9:00 AM		
August 25	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
September 6	Monday	Labor Day/Office Closed		
September 8	Wednesday	NCWEDD Meeting		
September 9	Thursday	CDTC Board Meeting 9:00 AM		
September 14	Tuesday	CDRPA Board Meeting; 9:00 AM		
September 15	Wednesday	GWATA Board Meeting; 3:00 PM		
September 21	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
September 22-24	Wed-Friday	WPPA Environmental Seminar; Alderbrook;not yet booked		
September 28	Tuesday	CDRPA Board Meeting; 9:00 AM		
September 29	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
October 12	Tuesday	CDRPA Board Meeting; 9:00 AM		
October 13	Wednesday	NCWEDD Meeting		
October 14	Thursday	CDTC Board Meeting 9:00 AM		
October 19	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
October 20	Wednesday	GWATA Board Meeting; 3:00 PM		
October 20-22	Wed-Friday	WPPA Small Ports;Enzian; not yet booked and dates not firm		
October 26	Tuesday	CDRPA Board Meeting; 9:00 AM		
October 27	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
November 9	Tuesday	CDRPA Board Meeting; 9:00 AM		
November 10	Wednesday	NCWEDD Meeting		
November 16	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		

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

4/23/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Cami RSVP arrangements if applicable</i>
November 17	Wednesday	GWATA Board Meeting; 3:00 PM		
November 18	Thursday	CDTC Board Meeting 9:00 AM		
November 23	Tuesday	CDRPA Board Meeting; 9:00 AM		
November 24	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
November 25	Thursday	Thanksgiving/Office Closed		
November 26	Friday	Day After Thanksgiving/Office Closed		
December 1-3	Wed-Friday	WPPA Annual Meeting; Hyatt Regency Hotel Bellevue;tentative		
December 8	Wednesday	NCWEDD Meeting		
December 9	Thursday	CDTC Board Meeting 9:00 AM		
December 14	Tuesday	CDRPA Board Meeting; 9:00 AM		
December 15	Wednesday	GWATA Board Meeting; 3:00 PM		
December 21	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
December 23	Thursday	Christmas Holiday Observed Office Closed		
December 24	Friday	Christmas Holiday Observed Office Closed		
December 28	Tuesday	CDRPA Board Meeting; 9:00 AM		
December 29	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
December 31	Friday	New Years Day Observed/Office Closed		