



Working Together to Enhance the Economic Vitality of North Central Washington

Chelan Douglas Regional Port Authority

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

**Meeting Agenda
May 24th, 2022
9:00 am**

I. CALL TO ORDER

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

II. INTRODUCTIONS

III. CONFLICT OF INTEREST

IV. CONSENT AGENDA

CDRPA: Approval of May 10th, 2022 Meeting Minutes and April 2022 Commission Calendar.

V. PRESENTATIONS

- **Jack Penning – Volaire Aviation**

VI. CDRPA ACTION ITEMS

- (1) Executive Flight HVAC Phase 2 – Change Order Request
- (2) Authorization to Seek Bids – Cashmere Mill Site Wood Waste Removal Project
- (3) Mansfield Airport – Beacon & Virtower
- (4) Authorization to Enter into Interlocal Agreement – Malaga Water District
- (5) Authorization to Enter into a Developers Agreement – Microsoft/Malaga Water Supply
- (6) Authorization to Amend Engineering Services – Waterville Lighting Project
- (7) Authorization to Approve Task Order – Runway 12 MALSR Construction Management
- (8) Approval of 2021 Financial Statements - CDRPA

VII. POCC ACTION ITEMS

- (9) Approval of 2021 Financial Statements – POCC

VIII. PODC ACTION ITEMS

- (10) Approval of 2021 Financial Statements – PODC

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

- (11) Army National Guard – Wyoming Site Visit

X. 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

XI. PUBLIC COMMENT

XII. REVIEW CALENDAR OF EVENTS

XIII. ITEMS FROM BOARD OF DIRECTORS

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

XV. ADJOURN

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

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



**Board of Directors
Chelan Douglas Regional Port Authority
Meeting Minutes
May 10, 2022
9:00 am**

Present:

Directors:

JC Baldwin, Director
Jim Huffman, Director
Mark Spurgeon, Director (Zoom)

Donn Etherington, Director
W. Alan Loeb sack, Director

Staff:

Jim Kuntz, Chief Executive Officer
Monica Lough, Dir. of Finance & Admin.
Sarah Deenik, Comm. Specialist
Stacie de Mestre, Capital Projects Manager
Ron Russ, Property & Maintenance Mngr.
Laura Camarillo-Reyes, Admin Asst. (Zoom)

Tricia Degnan, CTC Manager (Zoom)
Craig Larsen, Bus. Dev. Mngr.
Bobbie Chatriand, Admin Assistant
Ron Criddlebaugh, Director of Econ. Dev.
Colby Goodrich, FBO Manager

Legal Counsel:

Quentin Batjer, Davis Arneil Law Firm, LLP

Guests:

Steven Wilkinson, Wenatchee Chamber
Scott Gordon, Jetset Mgmt (Zoom)
Erik Howe, RH2 (Zoom)
Kevin Vitulli, Banner Bank (Zoom)
Adam Brizendine, Seland Construction

Jason Taylor, KPQ (Zoom)
Ray Dobbs (Zoom)
Don Flick, Cascade Soaring Society
Emily Thornton, Wenatchee World

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

Introductions were made.

Conflicts of Interest: None

CONSENT AGENDAS:

CDRPA -The CDRPA Consent Agenda consisting of Minutes of April 26th, 2022 Meeting and Check Register Pages #2022-14 through #2022-17, including electronic transfers, were presented.

Motion No.

Moved by:
Seconded by:

05-01-22 CDRPA

Donn Etherington
W. Alan Loeb sack

To approve the Chelan Douglas Regional Port Authority Consent Agenda consisting of Minutes of April 26th, 2022 Meeting and Check Register Pages #2022-14 through #2022-17, including Electronic Transfers.

Motion passed 4-0

*Director Spurgeon not present

POCC -The POCC consent agenda consisting of Check Register Pages #2022-03 through #2022-04 were presented.

Motion No.
Moved by:
Seconded by:

05-02-22 POCC
Donn Etherington
JC Baldwin
To approve the Port of Chelan County Check Register Pages #2022-03 through #2022-04.

Motion passed 2-0
*District #3 Vacant

Director Spurgeon joined the meeting at 9:05am via zoom.

PRESENTATIONS:

Steven Wilkinson, Executive Director – Wenatchee Valley Chamber of Commerce

Wilkinson introduced himself and provided a brief account of his background. In addition, he spoke about the Chamber and looks forward to working with the Regional Port.

CDRPA ACTION ITEMS:

Pangborn Airport Westside Hangar Pads - Adoption of Hangar Pad Layout Plan, Lease Terms & Conditions and Capital Facility Charges. Kuntz and Lough presented the proposed Hangar Pad layout plan, Lease Terms & Conditions and Capital Facility Charges. Questions were taken from Board members and the public.

Motion No.
Moved by:
Seconded by:

05-03-22 CDRPA
W. Alan Loeb sack
Jim Huffman
To adopt the layout plan, Lease Terms & Conditions, and Capital Facility Charges for the Pangborn Airport Westside Hangar Pads.

Motion passed 5-0

Purchase & Sale Agreement Santa Cruz Farms, LLC – Property Adjacent to Pangborn Airport. Kuntz presented the Purchase & Sale Agreement to Board members. Discussion ensued.

Motion No.
Moved by:
Seconded by:

05-04-22 CDRPA
Jim Huffman
W. Alan Loeb sack
To authorize the CEO to enter into a Purchase & Sale Agreement with Santa Cruz Farms, LLC for property adjacent to Pangborn Memorial Airport.

Motion passed 5-0

Ownership Allocation Memo – Marsha Hays Property in Malaga. Kuntz presented a proposal Ownership Allocation Memo approving the 100% ownership of the Marsha Hays property by the Port of Chelan County should the transaction close. The following action was taken:

Motion No.
Moved by:
Seconded by:

05-05-22 CDRPA
Donn Etherington
Mark Spurgeon
To approve the Ownership Allocation Memo Concerning the Marsha Hays Property in Malaga.

Motion passed 5-0

Ownership Allocation Memo – Darlene Curtis Property in Malaga. Kuntz presented a proposal Ownership Allocation Memo approving the 100% ownership of the Curtis property by the Port of Chelan County. The following action was taken:

Motion No.	05-06-22 CDRPA
Moved by:	Donn Etherington
Seconded by:	Mark Spurgeon
	To approve the Ownership Allocation Memo Concerning the Marsha Hays Property in Malaga.

Motion passed 5-0

Ownership Allocation Memo – GBI Property in Malaga. Kuntz presented a proposal Ownership Allocation Memo approving the 100% acquisition of GBI Holding Co. properties by the Port of Chelan County should the transaction close. The following action was taken:

Motion No.	05-07-22 CDRPA
Moved by:	Donn Etherington
Seconded by:	Mark Spurgeon
	To approve the Ownership Allocation Memo concerning the GBI Property in Malaga.

Motion passed 5-0

Pangborn Airport MALSR Project. de Mestre reviewed with the Board the cost estimate to purchase Owner Furnished lights and an Equipment Shelter for the MALSR project. de Mestre also reported the plans and specifications are ready to bid the construction of the MALSR system. The following actions were taken:

Motion No.	05-08-22 CDRPA
Moved by:	Mark Spurgeon
Seconded by:	W. Alan Loeb sack
	To authorize the CEO to order MALSR equipment and a shelter at an estimated cost of \$310,000.

Motion passed 5-0

Motion No.	05-09-22 CDRPA
Moved by:	Jim Huffman
Seconded by:	Mark Spurgeon
	To authorize the CEO to solicit bids for the Pangborn Memorial Airport MALSR Project.

Motion passed 5-0

Director Baldwin called for a 5-minute break at 10:20 a.m., meeting reconvened at 10:25 a.m.

Partners in Economic Development Project Applications

City of Bridgeport - Tree Sculpture Parking Lot Application Request. Cridlebaugh discussed the Tree Sculptures that are located in Bridgeport and their growing popularity. The City of Bridgeport has requested a grant in the amount of \$5,250 to construct a parking lot to accommodate more parking for the patrons that visit the sculptures with crosswalks, landscaping, new signage and a KIOSK. Director Spurgeon requested a follow-up in the future on the parking lots usage. Discussion ensued.

Motion No.

Moved by:

Seconded by:

05-10-22 CDRPA

W. Alan Loeb sack

Jim Huffman

To approve the 2022 Partners in Economic Development Grant request from the City of Bridgeport in the amount of \$5,250.

Motion passed 5-0

Our Valley Our Future – Grant Request of \$30,000. Cridlebaugh discussed the Grant request from Our Valley Our Future. There is a five-year Action Plan presented with the description of over 80 projects, programs and initiatives that the grant would help facilitate. Much discussion ensued regarding the money and its allocations, and the following motion was made:

Motion No.

Moved by:

Seconded by:

05-11-22 CDRPA

Mark Spurgeon

W. Alan Loeb sack

To approve the 2022 Partners in Economic Development Grant request from Our Valley Our Future as follows: \$20,000 grant, with an additional \$10,000 set aside for a dollar-for-dollar grant match from any new "for profit" organizations financial contributions to Our Valley Our Future.

Motion passed 5-0

CDRPA Resolution No. 2022-05 – Guaranteeing Grant Match Funds Availability – Pangborn Memorial Airport Taxiway A Realignment Project. Kuntz presented CDRA Resolution No. 2022-05 guaranteeing Regional Port grant match funds for the Pangborn Memorial Airport Taxiway A Realignment Project. The Regional Port will allocate funds in the amount of \$1,215,972 to the 2022/2023 budget to fulfill local match contribution.

Motion No.

Moved by:

Seconded by:

05-12-22 CDRPA

Jim Huffman

W. Alan Loeb sack

To adopt CDRPA Resolution No. 2022-05 guaranteeing grant match funds availability for the Pangborn Memorial Airport Taxiway A Realignment Project.

Motion passed 5-0

CDRPA Resolution No. 2022-06 – Guaranteeing Grant Match Funds Availability – Waterville Airport Lighting Replacement Project. Kuntz presented CDRPA Resolution No. 2022-06 guaranteeing Regional Port match funds availability for the Waterville Airport Lighting Replacement Project. The Port will allocate funds in the amount of \$60,000 to the 2022/2023 budget to fulfill the local match contribution requirement.

Motion No.
Moved by:
Seconded by:

05-13-22 CDRPA
Mark Spurgeon
W. Alan Loeb sack
To adopt CDRPA Resolution No. 2022-06 guaranteeing grant match funds availability for the Waterville Airport Lighting Replacement Project.

Motion passed 5-0

CDRPA INFORMATIONAL ITEMS:

- **Frito Lay Update** – Cridlebaugh reported they are potentially interested in Lot 7, of the Pangborn Airport Business Park, which is 1.4 acres. Discussed lease terms and new jobs.
- **Malaga Water District Interlocal Agreement Update** – Kuntz and Legal Counsel attended a meeting with the Malaga Water District and reported they are working on an interlocal agreement.
- **Louws Truss, Inc. – Land Transaction Update** – Lough reported that she and Cridlebaugh met with representatives of Louws Truss and have come to an agreement on a sales price. The Board had previously approved the selling of the property.

MISCELLANEOUS STAFF REPORTS:

Kuntz provided information and updates including:

- Chelan Airport meeting with FAA Representatives.
- NCW Consultants settlement.
- Correspondence from the public regarding Horizon Airlines reduction in service.
- Future Trip to Felts Field Airport in Spokane to see their grass runway.
- Kuntz also provided information on a T-Hangar tenant that refuses to sign an updated lease agreement. The tenant holds a lease from 1989 and the Port has since updated the lease terms to reflect current procedures and policies that have been adopted by the Board. To date the tenant has been unwilling to sign a new lease. The Port will be sending a 30-day letter of termination to the tenant. No objections were noted from the Board.

***Director Huffman excused himself from meeting at 11:30am.**

Lough provided information and updates including:

- 2021 Financial Statements have been filed.
- Esther's replacement, Julie Burdick-Avis has been offered a job, with plans of her starting next week.

de Mestre provided information and updates including:

- Pangborn Airport Apron Project is currently in Phase 3.
- de Mestre also noted due to the Pangborn Apron project, the airport ILS is inoperative for approximately 3 weeks.
- de Mestre has given PUD campus tours with two additional prospective parties.

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

REVIEW CALENDAR OF EVENTS: Kuntz highlighted upcoming scheduled events.

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

Meeting was adjourned at 12:00 p.m.

Signed and dated this 24th day of May 2022.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Mark Spurgeon, Director

Chelan County District #3 (VACANT)

W. Alan Loeb sack, Director

Chelan Douglas Regional Port Authority

Board of Directors Calendar

April 2022

Date	Meeting	Location	JCB	RT	DE	JH	MS	AL
4/1	Meeting with J. Kuntz	Bob's Classic			X			
4/8	P/U Binder	Executive Flight					X	
4/7	NCWEDD Executive Committee	Zoom				X		
4/11	Cashmere City Council Mtg	Cty of Cashmere	X					
4/11	P/U Binder	Executive Flight		X				
4/12	CDRPA Board Meeting	CTC	X	X	X	X	X	X
4/13	District 1 Meeting	Zoom			X			
4/13	NCWEDD Board Meeting	Zoom				X		
4/13	City of Chelan/Erin McCartle Meeting	La Vie En		X				
4/19	CDRPA Special Meeting	CTC	X	X		X	X	X
4/19	WV Chamber Meeting	Chamber Office			X			
4/21	Army National Guard Tour	Executive Flight	X	X	X	X	X	X
4/22	Upper Valley Commissioners	Big Y Café	X					
4/22	Cashmere Chamber Banquet	Chelan Fairgrounds	*X					
4/22	Meeting with J. Kuntz	Pybus			X			
4/22	P/U Binder	Executive Flight					X	
4/25	Commissioner Candidate Intro. Mtg	Executive Flight	X					
4/26	CDRPA Board Meeting	CTC	X	X	X	X	X	X
4/27	Douglas County Leadership Mtg	CTC	X			X		
4/28	NCWEDD Executive Committee	Zoom				X		
*	denotes multiple meetings on same day							

Memo

To: Board of Directors

From: Stacie de Mestre

Date: May 19, 2022

Re: Executive Flight Phase 2 HVAC – Change Order Request

In July of 2021 the Board authorized Staff to award a contract to Holaday Parks for Phase 2 of the Executive Flight HVAC Replacement Project in the amount of \$808,606.39. An overall project budget of \$855,000 was also established. Included in the original contract was a line item for \$35,000 to perform a complete evaluation and testing of the radiant floor heating system and provide recommendations to improve the operation and efficiency of the system. Please see attached for a summary of their findings and suggested improvements.

Based on their findings, Holaday Parks has submitted a change order request in the amount of \$74,434.00 (attached) to complete these improvements. Also included in the change order request is an add to install interlock relay switches on the hangar doors to shut down the overhead heaters when the doors open and a credit for HVAC and plumbing work not performed in the future meeting room. Staff feels the proposed improvements to the radiant floor heating system are necessary to improve operating efficiency of the boiler and to extend the operating life of the equipment.

Since Holaday Parks' change order request would exceed the original project budget, Staff is seeking Board approval to sign the change order request in the amount of \$74,434.00.

January 28, 2022

Stacie de Mestre
Public Works and Capital Projects Manager

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

Project: Executive Flight – Boiler Evaluation

Existing Radiant Floor Heating System Summary:

The existing radiant floor heating system consists of one natural gas fired hydronic boiler, two hydronic loop pumps, air separator, expansion tank, and miscellaneous components. The system operates as a constant volume primary loop with two branches. One branch serves the radiant floor tubing located in the floor of the maintenance hangar and the second branch serves the radiant floor tubing in the floor of the tarmac adjacent to the hangars.

The current operation of the system is based on two types of demand sources. The first demand source is from a temperature and frost sensor located outside the building near the tarmac surface. This temperature and frost sensor, when activated, enables the pump serving the tarmac radiant floor piping. The second demand source is a thermostat located inside the maintenance hangar. The thermostat, when activated, enables the pump serving the maintenance hangar radiant floor system.

The boiler serving both radiant floor systems is enabled to operate whenever a pump is operating. The boiler, when operating, controls the output temperature of the fluid being circulated using its own internal combustion modulation via its on-board packaged controller. The only external inputs to the boiler's packaged controller are enable/disable and outside air temperature. The boiler also has internal temperature limit and flow sensing in order ensure adequate and safe operation of the boiler since there are no external temperature sensors or flow sensors witnessed on the piping. Additionally, the output fluid temperature setting is reset based on outside air temperature using an exterior mounted outside air temperature sensor. The current reset schedule has the output fluid temperature set point changing from 85°F to 130°F as outside air temperature changes from 50°F to 14°F. The reset schedule is manually entered into the boiler packaged controller via the controller interface.

Functional testing of the existing radiant floor heating system was performed to verify the system operation and included testing of the Tarmac loop and Maintenance Hanger loop circulation pumps during individual operation and simultaneous operation. The Tarmac loop circulation pump was enabled with the Maintenance Hanger loop pump disabled and a flow rate was measured using an external ultrasonic flow meter at 95 gpm which is close to the design flow rate of 100 gpm noted on the pump design placard. The Maintenance Hanger loop circulation pump was enabled with the Tarmac loop pump disabled and a flow rate was measured of 58 gpm which is much lower than the design flow rate of 90 gpm noted on the pump design placard. With the Tarmac loop pump and the Maintenance Hanger loop pumps both enabled, the measured flow rate through the Tarmac loop and the Maintenance Hanger loop were measured at a cumulative flow rate of 146 gpm.

The existing piping conditions show that the system externally appears to be regularly maintained, but the piping installation is not a standard commercial quality in areas such as pipe supports, filtration, and monitoring.

Conclusions:

Based on the measured flow rates, we can determine that system appears to be balanced proportionally between the two circulation loops because the individual operation flow rates and the simultaneous operation flow rates are consistent. The fact that the flow rate measured during the Maintenance Hanger loop pump operation is much lower than the design flow rate noted on the pump design placard may indicate a possible under sizing of the Maintenance Hanger loop pump. This is not verifiable because the design drawings for the in-slab radiant floor system are not available for review. However, the installed conditions for the Maintenance Hanger Loop are much lower than the minimum flow rate through the boiler based on the Model 620 boiler manufacturer's data (see table below).

Recommended Flow Rates CM2

Boiler model		400	500	620	620 TX
20°F Δt	GPM	137.2	171.0	213.2	198.9
40°F Δt	GPM	68.6	85.5	106.6	95.0
11°C Δt	m ³ /h	31.1	38.8	48.4	43.2
22°C Δt	m ³ /h	15.5	19.4	24.2	21.6

Δt = temperature difference
 This boiler does not require a flow switch.

At the 58 GPM measured across the Maintenance Hanger Loop pump, the temperature difference across the boiler would exceed 40°F at full fire. If the outside temperature was low enough for the boiler outlet temperature set point to be greater than 130°F, the boiler could produce high boiler outlet temperatures which could be detrimental to the system.

The boiler operating set points between supply water temperature and outside air temperature appear to be within the operation parameters of the boiler control system. At 14°F outside air temperature, the boiler outlet temperature set point is 130°F based on the current reset temperature schedule which seems to be appropriate for the design conditions. At 50°F outside air temperature, the boiler outlet water supply temperature set point is 85°F which appears to be at the low end of the operating window for the boiler, but still within the operating efficiency window of the boiler.

The piping installation within the mechanical room has some conditions that need to be remedied immediately in order to maintain safe operating conditions and to prevent failure of the pumping system which are essential to the system operation.

Recommendations:

The following recommendations should be performed on the heating water system based on the functional testing and operational parameters of the system:

1. Revise the installation of the piping system to be consistent with best practices for pump and piping supports inside the mechanical room. This includes properly installed pipe saddles, clamps, and pipe supports. Pipes supported from all-thread inserted into the concrete and pipe supported from connections to other equipment are not a best practice.
2. Revise the drain and condensate piping so that they are properly supported and sloped to the floor drain.

3. Add seismic restraint for the existing vertical expansion tank in the mechanical room.
4. The Maintenance Hanger loop pump should be replaced with a new pump that has the capacity to achieve the design of 90 gpm at the pressure drop of the installed conditions.
5. Reconfigure the heating water piping to eliminate the poor inlet pipe conditions to the Maintenance Hanger Loop pump.
6. The manual balancing valves located at the discharge side of each pump should be replaced with new automatic flow balancing valves to ensure proper flow at all conditions and to reduce pumping system pressure drop.
7. Add wye-strainers with #20 mesh to the inlet side of each pump to ensure water quality and increase pump life.
8. The boiler controller set points should be adjusted so that there would be no conditions where the boiler leaving water temperature exceeds 150°F.
9. Add new sensors that will be connected to the Building Automation System in the following locations in the piping system so that they are viewable and the data can be stored to ensure proper operation:
 - a. Boiler Outlet Temperature
 - b. Boiler Inlet Temperature
 - c. Tarmac Loop Return Water Temperature
 - d. Maintenance Loop Return Water Temperature
 - e. Tarmac Loop Pump on/off
 - f. Maintenance Loop Pump on/off
10. Insulate and wrap all exposed copper piping to meet code standards.

Our next step will be to draft a change order proposal based on the recommendations from this evaluation. If you have any questions, please contact me directly at (206) 939-2455 or email me at brentw@holadayparks.com.

Respectfully,



Brent Walley
Account Executive – MEP Service

Mechanical Service
HOLIDAY-PARKS, INC.
206.248.8705 direct
206.939.2455 cell
brentw@holadayparks.com

For service requests e-mail dispatch@holadayparks.com - For 24/7 service call 206.248.8705

HOLIDAYPARKS.com

Date | May 19, 2022
To | Chelan Douglas Regional Port Authority
From | Brent Walley
Project | Executive Flight Building – Phase 2 HVAC Replacements
Basis of Scope | Change Order #1 – Boiler System Recommended Corrections

■ Proposal

HOLIDAY-PARKS' Mechanical Service and Energy Division is pleased to offer the following proposal for the above referenced project.

This change order is based on the recommendations we have noted or identified in our Boiler Evaluation System Summary that HP Engineering team has completed as part of our Phase 2 base scope of work. See Report Summary dated 01/28/22 attached with this change order request.

Inclusions:

Boiler System:

- Shut-down main boiler, associated pumps and electrical power.
- Drain down boiler system loop piping at lowest point.
- Revise the installation of the piping system to be consistent with best practices for pump and piping supports inside the mechanical room.
- Includes properly installed pipe saddles, clamps, and pipe supports.
- Pipes will be supported from all-thread inserted into the concrete.
Note: *Pipes supported from connections to other equipment are not a best practice.*
- Revise the existing boiler drain and boiler condensate piping so that they are properly supported and sloped to the floor drain.
- Add seismic restraint for the existing vertical expansion tank in the mechanical room.
- Demo and remove the Maintenance Hanger loop pump.
- Furnish and install (1) new Bell & Gossett In-Line loop pump assembly, 3 HP, 90 gpm.
Note: *Requires design of 90 gpm at the pressure drop of the installed conditions.*
- Reconfigure the existing heating water loop piping to eliminate the poor inlet pipe conditions to the Maintenance Hanger Loop pump.
- Demo, remove and modify existing 2" copper loop distribution piping in the mechanical room.
- Furnish and install new manual balancing valves located at the discharge side of each pump.
- Replaced with new automatic flow balancing valves to ensure proper flow at all conditions and to reduce pumping system pressure drop.
- Furnish and install additional wye-strainers with #20 mesh to the inlet side of each pump to ensure water quality and increase pump life.
- Includes all 2", Type L hard copper pipe, copper fittings, hangers and hardware.
- Furnish and install several new in-line threaded well sensor locations for BMS added sensors.
- Includes equipment storage, cartage to site, truck delivery and haul-away old units for disposal.
- Provide all planking, supports, bracing, rigging and onsite safety equipment.
- Boiler loop water fill and bleed off of all air in the system.
- Includes system start-up and test of new equipment installed.
- Included engineering support and field guidance on installation and system changes.
- Subcontract Hudson Bay Insulators to insulate entire mechanical room piping per code.

Electrical:

- Electrical scope self-performed in-house by Holaday-Parks licensed electrician.
- This includes all line voltage electrical disconnect and reconnection of line power service for new circulation pump.
- Disconnect and Demo: Disconnect power to (1) existing loop pump.
- Power Connections: Provide and install Conduit, Wire and Disconnects, necessary to provide power to (1) new loop pump assembly, (Quote based on reusing existing power circuits).
- Provide and install conduit and wire necessary to add (4) Well Temp Sensors to the BMS.
- Furnish and install (1) contact relays for Display Hanger Bay door.
- Furnish and install (2) contact relays for Maintenance Hanger Bay doors.
- Pull all new low-voltage wiring in conduits to nearest BMS inputs.
- Includes all required electrical materials, wire, EMT conduit materials, and hardware.
- Existing loop pumps electrical disconnects will be re-used and remain "as-is".
- Power wiring and control wiring connections for all new BMS devices.
- All wiring to installed per NEC and local codes.
- Electrical permit and inspection fees.

Controls:

- Furnish new BMS temperature sensors and inline wells to be installed in the boiler piping.
- Furnish new BMS current sensor for each pump.
- Furnish new BMS differential pressure sensor for each pump.
Note: Added BMS sensors will improve motor operation and flow within the Tarmac and Maintenance Hanger hot water loop.
- Furnish and install (3) new BMS interlock relays for Hanger Bay doors to interlock with Radiant Tube Heaters shutdowns while each bay door is in the open position.
- Program interlocks with OSA reset schedule and set point control through graphics.
Inclusions:
 - Demo and remove the existing (2) surface mount temperature sensors.
 - Provide (x4) 2-inch stainless steel wells to be installed by others.
 - Provide (x4) 2-inch 10K3 temperature sensors to be wired by others.
 - Provide (x3) interlock dry contact relays
 - Provide wiring diagram for our installing electrician.
 - Modify the GfX code in the boiler controller to include the new points.
 - Update the graphic for the boiler to include the new points.
 - Annunciate a failure of the monitored equipment to the alarm log.
 - Commission and test the operation of the equipment to the existing boiler controller.
 - Back up any changes made to the system.
 - Includes all controls installation labor.
 - (x4) Bapi 2" immersion sensor.
 - (x4) Bapi 2" stainless steel well.
 - (x2) Current switch.
 - (x2) Differential pressure switch.
 - (x2) Interlock dry contract relays.
 - Miscellaneous wiring material.
 - Commissioning and checkout.

Commissioning and Air Balancing:

- Provide certified water balancing performed in-house by HP Balancing Team.
- Test, Adjust and Balance all (2) Loop circulation pumps.
- Record and document Prelim vs. Design GPM readings.
- Provide customer Certified Water Balancing Report.
- Balancing will be per HP drawing plan and equipment schedules.
- Includes all data entry, set point and system adjustments on new BMS controls.
- Complete full system commissioning, equipment testing and system operations.
- Complete full system start-up on new loop pump and fill out start-up sheet.
- Complete point-to-point check out on all BMS points, oversee and test BMS operation.
- Testing and verify loop flow, pump speeds, adjust as necessary.
- Verify controls sequence of operations for Boiler system and direct changes as needed.
- Document and complete change order commissioning report as part of the Phase 2 closeout.

Warranty:

- Follows standard warranty of Phase 2 HVAC base project.

Clarifications:

- HP will follow all safety protocols and procedures set forth by CDRPA.
- HP will participate and follow all TSA badging requirements needed to support this project.
- Site work area access to Boiler Mechanical Room will be required.
- Meeting current NEC requirements for new equipment could have additional cost impacts during installation if we cannot meet electrical code.
- HP Engineers will execute all Mechanical Engineering review and design.
- Includes engineering site visits and inspection review for design needs.
- Includes Project Management cost for all coordination, scheduling and project execution.
- Engineering review and design, AutoCAD drawings update to Phase 2 drawing set.
- Work falls under current mechanical permit.
- All new equipment labeled using phenolic tags with equipment ID's per schedule.
- This proposal provides owner a "Turn-Key" solution including all required subcontracted work.
- Includes standard installation labor pertaining to above scope of work.
- All work will be executed during normal business hours (M-F) mutually agreed by both parties.
- Includes Travel Time, Per Diem, Permit, Inspections and Coordination.
- Equipment provided is of higher efficiency and meets or exceeds current energy codes.
- Equipment submittals will be provided for owner for final approval.
- Closeout document's and O&M manuals provided at conclusion of Phase 2 to CDRPA.
- Project will require Boiler system shutdown.

Assumptions:

- All work listed is considered to be Phase 2 HVAC project scope as Change Order 1.
- Pricing adjustments or change orders will be accepted for unknown additional scope or work.
- All work completed during normal business hours.

Exclusions:

- Any work not stated in the "Inclusions" listed above subject to change order approval.
- Overtime labor rates for after-hours installation.
- Prevailing Wages, Intent or Affidavit fees.
- Building Envelope Consultant, envelope repairs or corrections provided by others.
- Major repairs, replacement or design modifications to existing HVAC air distribution ducts.
- Replacement of any fire life safety, in-line dampers, fire dampers or fire smoke actuators.
- Provide building temporary heating/cooling to office spaces.
- Painting or patching of drywall, mudding, roofing, concrete cutting, sawing or core drilling.
- Fire protection, Plumbing, Dumpster fees, Temporary Services, X-ray or Saw Cutting.
- Equipment screening if require by local jurisdiction.
- Correction to pre-existing sub-standard code conditions or structural enhancements.
- Good Faith Estimate or Asbestos Abatement.
- Performance Contracting.
- Project Retention more than 5%.
- Washington State Sales Tax

Change Order Price: \$ 89,434.00
Deduct for Meeting Room scope removed: \$ -15,000.00

Total Change Order Price: \$ 74,434.00

I look forward to working with you on this project. If you have any questions, please contact me directly at (206) 939-2455 or email me at brentw@holadayparks.com.

Thank you for your consideration.

Respectfully,



Brent Walley
Account Executive – MEP Service

Mechanical Service
HOLIDAY-PARKS, INC.
206.248.8705 direct
206.939.2455 cell
brentw@holadayparks.com

Proposal Acceptance:

Holiday-Parks, Inc. is authorized to proceed with this work as proposed:

Purchaser: _____

Title: _____

Date: _____

Purchase Order: _____

This proposal is valid for 30 days

For service requests e-mail dispatch@holadayparks.com - For 24/7 service call 206.248.8705

HOLIDAYPARKS.com

Memo

To: Board of Directors

From: Stacie de Mestre

Date: May 18, 2022

Re: Authorization to Advertise for Bids – Cashmere Mill Site
Wood Waste Removal

In 2021 the CDRPA was awarded a \$200,000 grant, with a \$200,000 local match, from the Chelan County Public Infrastructure fund for the Cashmere Mill Site Wood Waste Removal Project. This project will remediate the 1.5 acre parcel north of Sunset Highway by removing and disposing of the wood waste and importing fill that is suitable for building on, making this a shovel ready site.

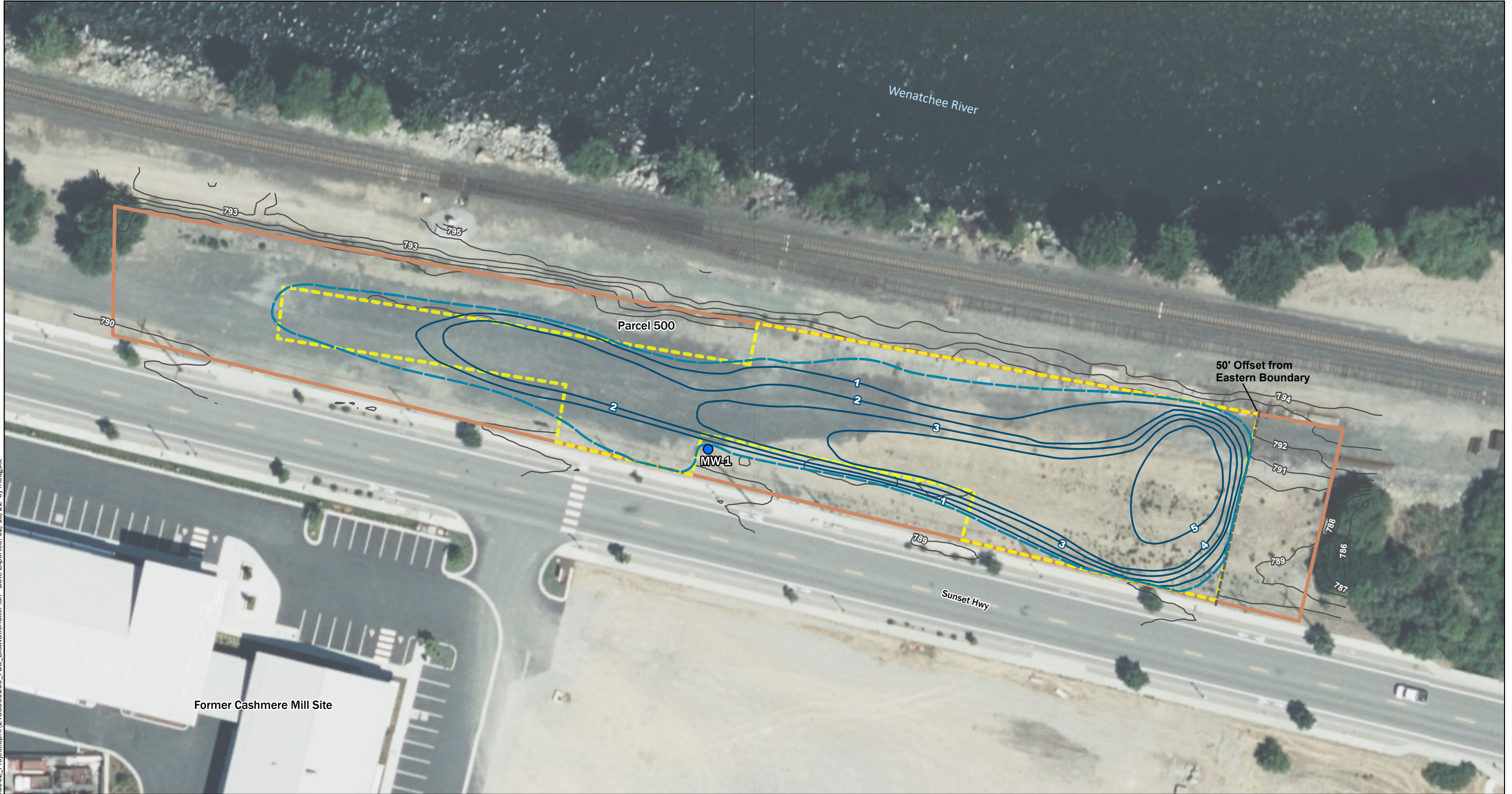
GeoEngineers performed a site assessment to test for contamination and to estimate the volume and location of the wood debris. Their testing did not reveal concentrations of petroleum hydrocarbons or metal in the soil at levels greater than clean up levels and they've concluded that approximately 2,400 cubic yards of wood debris is present below the site. See attached for a site plan and a cross section of the wood debris.

RH2 Engineering was hired to provide permitting support and complete the construction documents. The construction documents are complete and the permitting is underway. In an effort to avoid the need to dewater, the project will take place in late summer when the water table is the lowest. The current engineer's estimate for the wood waste removal is \$350,000.

Below is the proposed project schedule:

Advertise for Bids:	5/26/22
Pre-Bid Meeting:	6/9/22
Bids Due:	6/21/22
Start Construction:	8/1/22
Construction Complete:	9/1/22

Staff is seeking Board approval to solicit bids for the Cashmere Mill Site Wood Waste Removal Project.



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Notes:

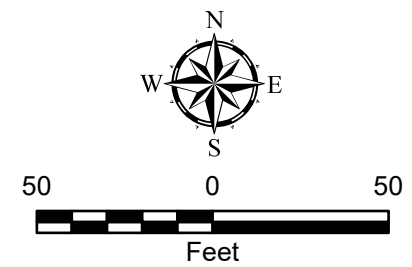
1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Data Source: Bing Maps Imagery, accessed 2022.

Projection: NAD 1983 StatePlane Washington North FIPS 4601 Feet

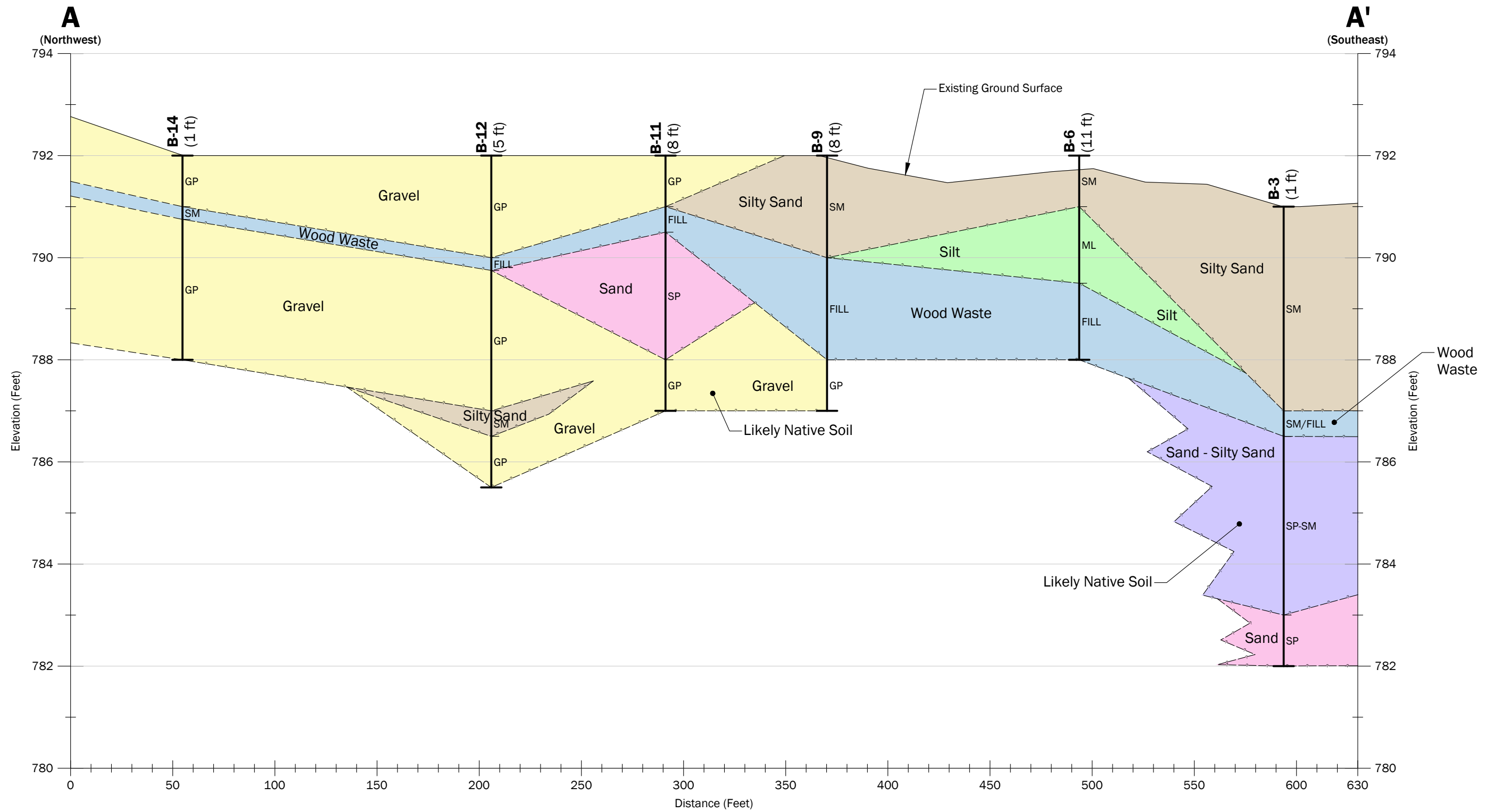
Legend

- Monitoring Well ID and Approximate Location
- Existing Chelan County Parcel Boundary
- Approximate Wood waste/organic debris mixed with soil Removal Footprint
- Existing Topographic Contour (1ft)
- Excavation Depth Contour
- Estimated Top of Excavation



Excavation Site Plan	
Parcel 500 Cashmere, Washington	
	Figure D-3

P:\24\24363002\CAD\00\Environmental Report\2436300200_F04_F05_Cross Sections.dwg TAB:F04 Date Exported: 02/04/22 - 10:09 by syl

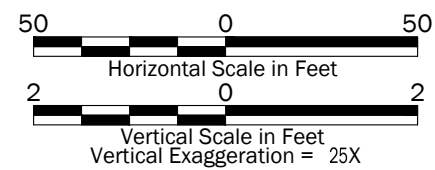


Notes:

1. The subsurface conditions shown are based on interpolation between widely spaced explorations and should be considered approximate; actual subsurface conditions may vary from those shown.
2. This figure is for informational purposes only. It is intended to assist in the identification of features discussed in a related document. Data were compiled from sources as listed in this figure. The data sources do not guarantee these data are accurate or complete. There may have been updates to the data since the publication of this figure. This figure is a copy of a master document. The hard copy is stored by GeoEngineers, Inc. and will serve as the official document of record.

Datum: NAVD 88, unless otherwise noted.

	Legend		Silty Sand		Sand - Silty Sand
	Boring		Gravel		Sand
	Inferred Soil Contact		Wood Waste		
	Soil Classification		Silt		



Cross Section A-A'	
Parcel 500 Cashmere, Washington	
	Figure 4

Memo

To: Board of Directors

From: Ron Russ

Date: May 19, 2022

Re: Mansfield Airport Beacon

The rotating beacon at the Mansfield Airport is currently inoperative. It appears the lower bearing of the rotating shaft that the beacon turns on has slipped down causing a misalignment of the contacts which conduct power to the lamps.

I have been unable to determine the exact make and model of the existing beacon, but we suspect that it is obsolete, making it difficult to obtain replacement parts. Therefore, I recommend replacing the beacon.

However, recognizing that the Board would like to get a better understanding of the level of use at the Mansfield Airport prior to making any long-term investments, we are considering options to delay this work until next year. Trent is looking into FAA and WSDOT requirements and we will provide additional information at the meeting.

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Subject to further review and discussion

INTERLOCAL COOPERATION AGREEMENT

Malaga Development Water Improvements

THIS INTERLOCAL COOPERATION AGREEMENT (“**Agreement**”) is entered into as of _____, 2022 (“**Effective Date**”) by and between the Chelan Douglas Regional Port Authority (“**CDRPA**”) and the Malaga Water District (“**District**”), pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

Recitals

- A. The CDRPA is a port district and municipal corporation organized pursuant to Title 53 RCW and operating as the principle economic development agency within Chelan and Douglas Counties.
- B. The District is a water district and municipal corporation organized pursuant to Title 57 RCW and serving the Malaga area of unincorporated Chelan County with water utility service.
- C. Both the CDRPA and the District (each a “**Party**” and collectively “**Parties**”) are “public agencies” as defined by Chapter 39.34 RCW, and are authorized by that statute to cooperate on a basis of mutual advantage in order to provide for services and facilities.
- D. The CDRPA currently owns and/or is in the process of acquiring ownership of certain real property situated within the Malaga area of unincorporated Chelan County, including without limitation the three parcels comprised of approximately _____, acres; located at _____; identified as Assessor’s Parcel Nos. _____, _____, and _____; and legally described in **Exhibit A**, attached hereto and incorporated herein by this reference as if set forth in full, (collectively, “**CDRPA Property**”). The CDRPA Property may, upon written notice to the District and at CDRPA’s sole discretion, be expanded to include one or more adjacent or otherwise proximately located parcels without further amendment of this Agreement.
- E. The CDRPA Property is located within the District’s water service area as defined by the Malaga Water District Comprehensive Water System Plan and the current Chelan-Douglas Health District Plan. A map of the District’s water service area depicting the location of the District’s current water utility infrastructure network is provided in **Exhibit B**, attached hereto and incorporated herein by this reference as if set forth in full.
- F. The CDRPA desires to develop and/or sell the CDRPA Property for various industrial uses consistent with the applicable standards of the Chelan County Comprehensive Plan and the Chelan County Code (“**Malaga Development**”).
- G. As an adjunct to the Malaga Development, it is necessary to design, construct and install the water utility infrastructure that will be needed to support and serve such development, including without limitation water line extension(s); pumps; pump stations; storage and/or reservoir facilities; and wells for, to and/or upon the CDRPA Property (collectively, “**Malaga Development Water Improvements**” or “**Improvements**”) as further described herein.
- H. The Parties mutually desire for the Malaga Development Water Improvements to be designed, constructed and installed by or at the direction and cost of the CDRPA, which will then permanently convey and transfer said Improvements to the District to own and operate.

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Subject to further review and discussion

- I. RH2 Engineering, Inc. (“**Engineer**”) is the engineer of record for both Parties for purposes of the Malaga Development Water Improvements. Both Parties acknowledge and consent to Engineer’s participation to this effect and to their mutual inclusion on Engineer’s certificate of insurance for the Project.
- J. The Parties mutually desire to enter this Agreement for the purpose of defining their respective rights, duties, obligations, responsibilities and costs regarding this undertaking.

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, and other good and sufficient consideration, the receipt and sufficiency of which are mutually acknowledged, including without limitation the public interest, the Parties hereby agree as follows:

Terms

Section 1. Authority and Purpose. This Agreement is executed pursuant to Chapter 39.34 RCW as a cooperative endeavor of the Parties. The purpose of this Agreement is: (i) to enable and facilitate the Malaga Development upon the CDRPA Property by establishing a contractual relationship under which the Malaga Development Water Improvements necessary to support and serve such development will be designed, constructed and installed by and/or at the cost and direction of the CDRPA and then conveyed to the District for permanent ownership and operation as part of the District’s water utility system; and (ii) to define the Parties’ respective rights, duties, obligations, responsibilities and costs regarding this undertaking. This Agreement shall be reasonably construed in furtherance of said purpose. The Parties agree that (i) this Agreement constitutes a “request for water service” for the Project for purposes of Paragraph 7 of the District Guidelines and Regulations for Water Service (2022) (“**District Regulations**”) attached as Exhibit B-1 hereto and incorporated herein by this reference as if set forth in full, (ii) this Agreement shall govern the Project and (iii) the CDRPA shall comply with the rules of Paragraph 34(C) of the District Guidelines governing line extensions.

Section 2. Malaga Development Water Improvements—Defined. The Malaga Development Water Improvements shall include the following facilities and features, as may be further defined and specified through the site evaluation process set forth in Section 3:

2.1 The water line extension options preliminarily described and depicted in **Exhibit C-1**, attached hereto and incorporated herein by this reference as if set forth in full;

2.2 The water well(s) and associated pump(s) and pump station facility(ies) preliminarily described and depicted in **Exhibit C-2**, attached hereto and incorporated herein by this reference as if set forth in full;

2.3 The water storage facility options and reservoirs preliminarily described and depicted in **Exhibit C-3**, attached hereto and incorporated herein by this reference as if set forth in full; and

2.4 All material, equipment and appurtenances incidental and necessary to the facilities and features identified in Sections 2.1 to 2.3.

Section 3. Malaga Development Water Improvements—Site Evaluation. No later than [INSERT DATE], the Parties shall cause the Engineer to evaluate and provide the Parties with a written

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Subject to further review and discussion

report and recommendation regarding: (i) the recommended location(s) and (ii) potential alternative sites for each component of the Malaga Development Water Improvements. For purposes of said report and recommendation, the Parties agree that: (i) the Engineer shall rely upon the system design standards set forth in the Malaga Water District 2019 Water System Plan in order to develop the minimum size, configuration, and performance requirements of the Improvements, and (ii) the Engineer shall rely upon water service performance criteria yet to be determined by CDRPA to support the Malaga Development. The Parties shall reasonably rely upon the Engineer's recommendations and upon receipt thereof shall expeditiously and good faith meet and confer to formally select and designate the sites for the Improvements. The Parties shall reasonably cooperate to secure any temporary rights of entry and access to private real property as necessary to accomplish the site evaluation process set forth in this section. At the same time the Parties shall, pursuant to Section 4.1, attempt to secure acquisition agreements with the private property owners for the necessary Real Property Interests (defined in Section 4.1, below) concerning any property that is ultimately selected based on the site evaluation process.

3.1 The Parties (i) acknowledge that the Engineer represents both the District and the CDRPA and agree that the CDRPA shall pay all of the Engineer's charges and fees for the Project and that all claims concerning the design of the Project by the Engineer shall be asserted directly against the Engineer and not each other, and (ii) agree to execute all documents reasonably necessary to effectuate the preceding clause, including but not limited to new agreements or amendments of current agreements with the Engineer, as necessary. Furthermore, in light of the common representation of the Parties by and the reliance of the Parties on the Engineer, the District and the CDRPA waive all claims against one another, of any kind or nature, arising out of a defect in the Plans prepared by the Engineer, except insofar as prohibited to the District by Paragraph 34(6) of the District Regulations; provided, however, that this waiver shall not apply to those specifications required by the District and included in the Plans over which the Engineer and the CDRPA have no control.

Section 4. Malaga Development Water Improvements—CDRPA Responsibilities. Except as otherwise provided by this Agreement, the CDRPA will be solely responsible, at no cost to the District, for the following:

4.1 Real Property Interests. Following or in conjunction with the site evaluation process set forth in Section 3, the CDRPA, in cooperation with the District, shall proceed expeditiously to acquire all land, easements, leases, licenses and other real property interests (collectively, "**Real Property Interests**") necessary to install, construct, accommodate, house, or otherwise support the Malaga Development Water Improvements. The Parties acknowledge that any delays in completing the acquisition of the Real Property Interests may impact the timing of the preparation of the Plans pursuant to Section 4.3. The Parties agree that the Real Property Interests will include taking fee title to the location(s) for the water storage facilities and water well facilities (unless said facilities are located on the CDRPA Property, in which event Section 4.2 shall apply), and easements for the water line extensions located outside of public rights-of-way. The Real Property Interests shall be transferred to the District in accordance with Section 6.

4.2 CDRPA Easement: Separate from and additional to the Real Property Interests, the CDRPA shall grant to the District a permanent easement ("**CDRPA Easement**") over and upon the CDRPA Property sufficient to allow for the operation, maintenance, repair, and replacement of those Improvements that will be located on the CDRPA Property. The CDRPA Easement shall be in substantially the form provided in Exhibit D, attached hereto and

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Subject to further review and discussion

incorporated herein by this reference as if set forth in full. The CDRPA Easement shall be executed and granted to the District in accordance with Section 6.

4.3 Engineering and Design Plans. The CDRPA shall, at a time of its choosing, cause the Engineer to prepare the engineering and design plans (“**Plans**”) for the Malaga Development Water Improvements. Such Plans shall be consistent with applicable regulatory requirements and with the standards and specifications furnished by the District pursuant to Section 5.2. Prior to finalization of the Plans, the CDRPA shall provide a draft copy thereof (____% design) to the District for the District’s review and approval. The District shall have forty-five (45) calendar days following the District’s receipt of the draft Plans to review, with the assistance of an independent engineering consulting firm, and approve the draft Plans. The Parties and their consultants agree to meet and confer as reasonably requested by either Party during the 45-day period to address any concerns or questions that arise. If the draft Plans are not timely approved by the District, then the Parties and their consultants agree to meet and confer in good faith to identify and resolve the outstanding issues preventing such approval for a period of thirty (30) calendar days. In the event that the District does not approve the Plans at or before the conclusion of the 30-day period, or any extensions thereof mutually agreed upon by the Parties, this Agreement shall terminate and have no further force or effect.

4.4 Bid Set Preparation, Advertisement, and Contractor Selection. The CDRPA shall cause the Engineer to prepare one or more comprehensive packages containing the plans, specifications, contract documents, bidder criteria, instructions to bidders, bond forms, and other applicable materials (“**Bid Set(s)**”) necessary to solicit contractor bids to physically construct and install the Malaga Development Water Improvements. The Bid Set(s) shall require the contractor to obtain a surety performance bond and warranty bond in amounts acceptable to the District and naming the District as beneficiary and provide a warranty to guarantee the performance of the work and the replacement of all defective material and workmanship discovered within two (2) years from the acceptance and transfer to the District of the Project, or any portion thereof (see Section 6.5 regarding phasing). The CDRPA shall advertise the final Bid Set(s) to solicit contractor bids, shall award the bid(s) to the lowest responsive, responsible bidder(s) as required by law, and shall execute a written construction contract with said bidder(s). Prior to finalization of the Bid Set(s), the CDRPA shall provide a draft copy thereof to the District and afford the District a reasonable opportunity for review and comment. The District shall be deemed to have waived any objection to the Bid Set(s) unless the District provides written notification to the CDRPA within forty-five (45) calendar days of the District’s receipt of the draft Bid Set(s).

4.5 Construction and Installation of Improvements. The CDRPA, though its selected contractor(s), shall cause to be constructed and installed the Malaga Development Water Improvements, including all labor and material necessary and incidental thereto (“**Project**”). The CDRPA shall be responsible for providing all direction, administration, oversight and management necessary to complete the Project. The Project shall be substantially consistent with the Plans and the Bid Set, subject to any change orders approved by the CDRPA. Provided, that:

(i) The District shall be afforded a reasonable opportunity to physically inspect the progress of the Project and to attend Project management and construction meetings; provided, that the District shall have no authority to direct or otherwise control the means, methods, schedule or any other aspect of the Project, except for coordination that may be reasonably necessary to ensure that water service to existing District customers will not be interrupted by construction activities related to the Project for periods in excess of twelve (12) hours. The District shall be deemed to have waived any objection to the manner of construction and/or

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Subject to further review and discussion

installation of the Improvements unless the District provides written notification to the CDRPA within fifteen (15) calendar days of becoming aware of the same; and

(ii) The CDRPA shall provide a copy of any proposed change order for the Project to the District and shall afford the District an opportunity for review and approval. The District shall be deemed to have waived any objection to such change order unless the District provides written notification to the CDRPA within fifteen (15) calendar days following the District's receipt of the proposed change order.

4.6 Governmental Approvals. The CDRPA shall apply for and obtain at its sole cost all applicable regulatory permits, licenses, and approvals ("**Governmental Approvals**") necessary to complete the Project, subject to Section 5.3, below.

4.7 Procurement and Public Contracting Compliance. Without prejudice to Section 15, the CDRPA shall be responsible for ensuring compliance with all laws, rules, regulations, policies and Governmental Approvals applicable to the procurement, selection and payment of all consultants and contractors performing work upon the Project, specifically including without limitation all applicable laws governing competitive bidding, public works contracting, bonding, retainage and the payment of prevailing wages.

4.8 Conveyance and Transfer of Improvements. No later than five (5) days following the date that the CDRPA accepts the Project as complete from the CDRPA's contractor ("**Project Final Acceptance Date**"), the CDRPA shall convey and transfer the Malaga Development Water Improvements to the District in accordance with Section 6, which conveyance shall be conditioned, however, on the District's prior certification that the Project complies with the Districts System Design Standards and the Design and Construction Standards as referenced in Section 5.2 below. Upon the CDRPA's acceptance of the Project as complete, the District shall be deemed to have waived any objection to the Project and/or to the Improvements unless such objections are provided in writing to CDRPA within five (5) days following the Project Final Acceptance Date.

4.9 Reimbursement. The CDRPA shall reimburse the District for the District's actual legal, engineering and administrative expenses incurred in the review, negotiation, administration and implementation of this Agreement, consistent with Appendix A to the District Regulations insofar as such expenses are enumerated in said Appendix A. No later than thirty (30) days following a request by the CDRPA, the District shall submit an itemized written invoice to the CDRPA documenting such expenses incurred through the date of the request, and the CDRPA shall remit payment to the District therefor within thirty (30) days of receiving said invoice; provided, however, that, without abrogating the CDRPA's obligation to reimburse the District for expenses, the Parties agree to meet and confer in good faith to resolve any questions concerning the written invoice submitted by the District.

Section 5. Malaga Development Water Improvements—District Responsibilities. Except as otherwise provided by this Agreement, the District will be solely responsible, at no cost to the CDRPA, for the following:

5.1 Temporary Construction Easement. The District shall grant the CDRPA a temporary construction easement ("**Temporary Construction Easement**") authorizing the CDRPA, its employees, consultants and contractors the right to access and utilize the District's property for the duration of the Project. The Temporary Construction Easement shall be in

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Subject to further review and discussion

substantially form provided in Exhibit E, attached hereto and incorporated herein by this reference as if set forth in full. The District represents and warrants that: (i) the District is the lawful owner of the subject property; (ii) the District is fully authorized to execute and grant the Temporary Construction Easement; (iii) the rights and privileges set forth in the Temporary Construction Easement do not breach or otherwise violate the legal rights of any third-party, and that no third-party consents are necessary; and (iv) the CDRPA will have full and unobstructed access to and use of the subject property as set forth in the Temporary Construction Easement.

5.2 Standards and Specifications. The District shall provide the CDRPA with a full and complete copy of the District's current infrastructure standards and specifications applicable to the Malaga Development Water Improvements, including without limitation the System Design Standards and the Design and Construction Standards set forth at Chapter 3 and Chapter 7, respectively, of the Malaga Water District 2019 Water System Plan, for use by the CDRPA in developing the Plans and the Bid Set(s).

5.3 Governmental Approvals. The District shall reasonably cooperate with and assist the CDRPA as necessary in applying for and obtaining the Governmental Approvals associated with the construction and installation of the Improvements, including without limitation signing any applications therefor. Notwithstanding the foregoing, the District shall be responsible for obtaining approval from the Department of Health (DOH) (e.g., project report approval) associated with the Improvements prior to the CDRPA publicizing the Bid Sets and soliciting bids for the Project. Provided that the District's responsibility for obtaining DOH approval shall be without prejudice to the CDRPA's responsibility for payment and/or reimbursement to the District for all costs incurred therefor.

5.4 Fee Waiver. The District shall waive as against the CDRPA and its contractor(s) all administrative and regulatory fees and charges that would otherwise apply to and/or in relation to the Project, specifically including without limitation all development charges, processing fees, intake fees, review fees and inspection fees, to the extent permitted by law.

5.5 Acceptance of Real Property Interests, CDRPA Easement and Improvements. The District shall promptly accept without objection or delay: (i) the CDRPA's conveyance, assignment or transfer of the Real Property Interests; (ii) the CDRPA's grant of the CDRPA Easement; and (iii) the conveyance and transfer of the Malaga Development Water Improvements in accordance with Section 4.8 and Section 6.

5.6 Ownership of Improvements. Upon the District's acceptance of the CDRPA Easement and the Malaga Development Water Improvements in accordance with Section 6, the District shall assume exclusive permanent responsibility for all ownership, operation, repair, maintenance, alteration, expansion and replacement of the Improvements, and the CDRPA shall have no further obligation therefor whatsoever.

5.7 Water Service. Upon completion of the steps set forth in Section 6.1 through Section 6.3 below, the District shall exercise reasonable care to furnish water utility service to the CDRPA Property at the levels and in the volumes reasonably necessary to support and serve the Malaga Development, subject, however, to any conditions and limitations set forth in the District Regulations and conditioned upon a prior successful aquifer test or tests as required and set forth in Section 5.9 below. If the aquifer test or tests are determined by the District to be unsuccessful, this Agreement shall terminate and have no further force or effect. Provided, that the Parties may

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Subject to further review and discussion

in their mutual discretion agree in writing to the furnishment of such water service in accordance with a phased schedule as set forth in Section 6.5. The anticipated water service needs of the Malaga Development are currently estimated as requiring, at a minimum, a maximum day demand (MDD) of 250 gallons per minute (gpm), a peak hour demand (PHD) of 1,200 gpm, and a fire flow demand (FF) of 2,500 gpm. The District affirms that it will maintain at all times relevant to this Agreement water rights and infrastructure sufficient to provide water service to the CDRPA Property at the above-referenced minimum levels and volumes, which may be modified as a result of the site evaluation process set forth in Section 3. Without prejudice to Section 15, the District shall also be solely responsible for obtaining, maintaining and complying with any regulatory approvals from the Washington Department of Ecology necessary to furnish such water service. The specific terms and conditions of such water service shall be set forth in a separate written contract (“**Water Service Agreement**”) to be negotiated and approved by the Parties (and/or the owner of some or all of the CDRPA Property) prior to the CDRPA’s advertisement and solicitation of bids for the Project, which shall be subject to a successful aquifer test or tests as set forth in Section 5.9 below. The standard form water service agreement used by the District is attached hereto as Exhibit “_____” (“**Water Service Agreement**”) and the Parties agree that the Water Service Agreement for the CDRPA Property shall be in substantially the same form, except for specific terms and conditions associated with water service to the CDRPA Property. Following the Final Project Acceptance Date (or earlier acceptance of a portion of the Project as set forth in Section 6.5, below), the District will exercise reasonable care to provide adequate and continuous water service as described above, but does not guarantee such service and the District shall not be liable to the CDRPA or any other party for injury, loss or damage resulting from failure to provide such service. The CDRPA furthermore agrees to indemnify, defend, and save the District harmless from any and all claims or liability for loss or damage arising from the District’s failure to provide such service.

5.8 Latecomers Agreement Waiver. The CDRPA waives the formation, execution and use of a latecomers agreement pursuant to Chapter 57.22 RCW and/or other applicable law for the purpose of financing any or all components of the Project.

5.9 Aquifer Test. As soon as practicable following the execution of this Agreement, the Engineer shall commence the undertaking of an aquifer test or tests at CDRPA’s sole cost to evaluate the quantity of water available to the District to provide the water service set forth in Section 5.7, above. This shall include but is not limited to the drilling of a well or wells on District property and/or on CDRPA Property by a drilling contractor of such diameter and depth as may be necessary to undertake the aquifer test(s), designing the test protocols and procedures, performing the test(s), and preparing a written report to the Parties detailing the results. The aquifer test protocols and procedures shall meet or exceed the current standards required or recommended by the Department of Ecology. The Engineer shall provide its opinion to the District whether the results of the aquifer test(s) demonstrate sufficient water capacity by the District to provide the water service set forth in Section 5.7, but the District, with the advice of its independent engineering consultant, shall have and make the sole and final determination in its absolute discretion whether it has such sufficient water capacity. Within fifteen (15) calendar days of receipt of the Engineer’s aquifer test report the District shall notify the CDRPA of its determination whether the aquifer test(s) were successful in demonstrating that the District has sufficient water capacity to provide the water service set forth in Section 5.7.

Section 6. Malaga Development Water Improvements, Real Property Interests and CDRPA Easement—Grant, Conveyance, Transfer and Acceptance. The Real Property Interests, the CDRPA

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Easement, and the Malaga Development Water Improvements shall be granted, conveyed and transferred from the CDRPA to the District, as applicable, in accordance with the provisions of this section.

6.1 Real Property Interests. No later than ten (10) days following award of the bid(s) for the Project as set forth in Section 4.3, the CDRPA and the District will execute and deliver such instruments as are necessary and appropriate to release, assign or transfer to the District all of the CDRPA's interest in the Real Property Interests. Immediately upon such execution by the Parties, the transfer documents shall be placed into escrow with the Wenatchee, Washington office of Central Washington Title at the CDRPA's sole expense. No later than ten (10) days following Project Final Acceptance Date, the transfer documents shall be released from escrow and deemed to be formally accepted by the District.

6.2 CDRPA Easement. No later than ten (10) days following the Project Final Acceptance Date, the CDRPA will execute and grant the CDRPA Easement to the District; provided, however, in the event the CDRPA sells any portion of the Property that will be encumbered by the CDRPA Easement prior to the Project Final Acceptance Date, the CDRPA shall either: (i) record the CDRPA Easement as part of closing with the third party, or (ii) contractually assign the obligation to grant the CDRPA Easement to the third party as part of closing. In the event of an assignment of this obligation to grant the CDRPA Easement, the CDRPA shall assume the responsibility for ensuring that the CDRPA Easement is timely filed by the third party within ten (10) days following Project Final Acceptance Date.

6.3 Bill of Sale. No later than ten (10) days following award of the bid(s) for the Project as set forth in Section 3.3, the CDRPA and the District will execute one or more Bills of Sale and Assignment ("**Bill of Sale**") conveying and transferring ownership of the Malaga Development Water Improvements to the District. The Bill of Sale shall include an assignment of all warranties in or otherwise relating to the Improvements, and shall be in substantially the form provided in **Exhibit F**, attached hereto and incorporated herein by this reference as if set forth in full. Immediately upon such execution by the Parties, the Bill of Sale shall be placed into escrow with the Wenatchee, Washington office of Central Washington Title at the CDRPA's sole expense. No later than ten (10) days following Project Final Acceptance Date, the Bill of Sale shall be released from escrow and deemed to be formally accepted by the District.

6.4 Reliance; Specific Performance. It is expressly understood and mutually acknowledged by the Parties that the District's promise to accept permanent ownership of and responsibility for the Malaga Development Water Improvements upon completion of the Project is a material aspect of the consideration under this Agreement. It is further expressly understood and mutually acknowledged by the Parties that the CDRPA has entered this Agreement in reliance upon said promise by the District. Without prejudice to any other remedy or penalty available at law and/or equity, the CDRPA shall have, and expressly reserves, the right of specific performance to compel the District's obligations under this section.

6.5 Phasing. Notwithstanding the provisions of Section 5.7 and Section 6.1 through Section 6.3 above, the Parties in their mutual discretion may agree in writing to a phasing schedule that would allow for the CDRPA's release, assignment or transfer of the Real Property Interests, the CDRPA Easement, and the Bill of Sale to the District in phases corresponding to the actual completion of the Malaga Development.

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Subject to further review and discussion

6.6 Survivability. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 7. Mutual Assistance. Without prejudice to Sections 3 through 6 above, each Party shall reasonably and in good faith cooperate and assist the other Party in furtherance of the purposes and objectives of this Agreement.

Section 8. Term. This Agreement shall be in force as of the Effective Date following mutual execution by the Parties and shall remain in effect for five (5) years thereafter (“Term”), unless terminated earlier in accordance with Section 9. The Parties may at their option extend the Term for one or more mutually agreed upon periods through a writing signed by both Parties.

Section 9. Termination. This Agreement may be Terminated prior to the expiration of the Term only as follows:

9.1 Termination by Mutual Consent. The Parties may in their mutual discretion voluntarily consent to terminate this Agreement. Any such mutual termination shall be effectuated through a writing signed by both Parties.

9.2 Termination by the CDRPA. The CDRPA may unilaterally terminate this Agreement with or without cause by providing the District with ninety (90) days written notice of its intent to terminate; provided, however, that the CDRPA shall have the obligation to restore, at the CDRPA’s sole expense, the District and its water utility infrastructure and property subject to the Temporary Construction Easement to a condition substantially similar to that which existed prior to the Project.

9.3 Termination by the District. The Parties mutually acknowledge that the CDRPA will expend substantial public resources in reliance upon the timely and complete fulfillment of the District’s contractual obligations under this Agreement such that unilateral termination of this Agreement by the District would be inequitable to the CDRPA and would severely contravene the public interest. Accordingly, with the exception of its unilateral right to terminate this Agreement in the event of an unsuccessful aquifer test or tests as set forth in Sections 5.7 and 5.9 herein, the District shall have no, and expressly waives any, right to unilaterally terminate this Agreement.

Section 10. Remedies. Breaches or violations of this Agreement shall be cured by and at the sole cost of the breaching or violating Party within thirty (30) days of written notice by the other Party. The remedies for uncured breaches or violations of this Agreement shall be as follows:

10.1 CDRPA Remedies. In the event of an uncured breach or violation of this Agreement by the District, CDRPA may exercise any or all remedies available at law and/or in equity, including without limitation: (i) unilateral termination of this Agreement in accordance with Section 9; (ii) monetary damages; and/or (iii) equitable relief, including injunctive relief and specific performance.

10.2 District Remedies. In the event of an uncured breach or violation of this Agreement by the CDRPA, the District’s sole remedy shall be monetary damages.

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Section 11. Administration; No Separate Entity Created. The Chief Executive Director of the CDRPA and the Manager of the District shall serve as joint administrators of this Agreement. No separate legal entity is formed hereby.

Section 12. Property Acquisition, Retention and Disposition. As provided in this Agreement: (i) the Real Property Interests, the CDRPA Easement, and the Malaga Development Water Improvements shall be granted, conveyed and transferred, as applicable, from the CDRPA to the District, and (ii) the Temporary Construction Easement shall be granted by the District to the CDRPA. No other joint acquisition of real or personal property is contemplated hereby. Except as provided in this Agreement, any other real or personal property acquired by a Party shall remain within the sole and exclusive ownership and control of that Party following the termination or expiration of this Agreement.

Section 13. Indemnification. Each Party shall defend, indemnify and hold the other Party, its officers, officials, employees and volunteers harmless from and against any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the first Party in its performance of this Agreement. Without prejudice to the foregoing, and except as provided by Section 5.7 above, for the CDRPA's obligations in the event of the District's failure to provide water service, it is expressly understood that each Party's obligations under this section shall include exclusive responsibility for any claims, injuries, damages, losses or suits arising out of or otherwise relating to the content and validity of that Party's adopted standards, regulations or specifications, and that the other Party, its officers, officials, employees and volunteers shall have no liability or responsibility whatsoever therefore.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Parties, then each Party's liability, including the duty and cost to defend, hereunder shall be only to the extent of that Party's negligence.

It is further specially and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

Section 14. Governing Law and Venue; Attorneys' Fees. This Agreement shall be governed by the laws of the State of Washington. The venue for any action arising out of this Agreement shall be the Superior Court for Chelan County, Washington. The substantially prevailing Party in any such action shall be entitled to an award of its reasonable attorneys' fees.

Section 15. Legal Compliance. In the performance of this Agreement, each Party shall comply fully with all federal, state and local laws, ordinances, rules and regulations that are applicable to such performance.

Section 16. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between the CDRPA and any employee, agent, representative or contractor of the District, or between the District and any employee, agent, representative or contractor of the CDRPA.

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Subject to further review and discussion

Section 17. Notices. All notices required to be given by either Party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in this section. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided below.

Notices to the CDRPA shall be sent to the following address:

**Chelan Douglas Regional Port Authority
Attn: Chief Executive Officer
One Campbell Parkway Suite A,
East Wenatchee, WA 98802**

With a copy to:

**Ogden Murphy Wallace, P.L.L.C.
Attn: Peter A. Fraley, Esq.
One Fifth Street, Suite 200
Wenatchee, WA 98801**

Notices to the District shall be sent to the following address:

**Malaga Water District
Attn: Manager
PO Box 249
Malaga, WA 98828**

Each Party may change the designated notice recipient and/or address set forth above by providing written notice of such change in accordance with the requirements of this section.

Section 18. Duty to File or Post Agreement. Prior to this Agreement's entry into force, the CDRPA shall, pursuant to RCW 39.34.040: (i) file this Agreement with the Chelan County Auditor's Office, or (ii) list this Agreement by subject on the CDRPA's internet website.

Section 19. Integration. This document, together with the exhibits thereto, constitutes the entire embodiment of the contract between the Parties, and, unless modified in writing by an amendment signed by the Parties hereto, shall be implemented exclusively as described herein. All oral agreements and understandings between the Parties related to the subject matter hereof shall be deemed superseded by this Agreement and shall hereinafter be null and void.

Section 20. Interpretation. This Agreement has been submitted to the scrutiny of the Parties and their respective legal counsel. It is expressly understood and mutually acknowledged that, in construing this Agreement, no weight shall be afforded to the drafting of this Agreement by any Party or its counsel.

Section 21. Binding Effect. All of the covenants, terms, and conditions contained in this Agreement shall apply to an be binding upon the CDRPA and the District and their respective heirs, executors, administrators, successors and assigns.

Section 22. No Third-Party Beneficiary Created. This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is

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Subject to further review and discussion

intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any Party hereto.

Section 23. Signatory Warranty. Each signatory hereto warrants and represents that he/she has been authorized to execute this Agreement by appropriate action of the governing body of his/her respective Party.

Section 24. Execution in Counterparts. This Agreement may be executed in separate counterparts.

Section 25. Authority Reserved. Nothing herein shall be construed as waiving, limiting or otherwise abridging in any manner the regulatory and/or legislative authority of either Party, which the CDRPA and the District each hereby expressly reserve in full.

Section 26. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement by reference:

Exhibit A	Legal description of the CDRPA Property
Exhibit B	District's Water Service Area and Utility Infrastructure Map
Exhibit B-1	District's Guidelines and Regulations for Water Service 2022
Exhibit C-1	Project—Water Line Extension(s)
Exhibit C-2	Project—Water Well(s) and Associated Pump(s) and Pump Station Facility(ies)
Exhibit C-3	Project—Water Storage Facilities and Reservoirs
Exhibit D	CDRPA Easement
Exhibit E	Temporary Construction Easement
Exhibit F	Bill of Sale

EXECUTED effective as of the date set forth above.

CHELAN DOUGAS COUNTY
REGIONAL PORT AUTHORITY

MALAGA WATER DISTRICT

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Jim Kuntz, Chief Executive Officer

DRAFT

Jon Johnston, Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

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CDRPA Counsel

DRAFT

District Counsel

DRAFT

Subject to further review and discussion

EXHIBIT A

Legal description— CDRPA Property

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Subject to further review and discussion

EXHIBIT B

Malaga Water District Service Area and Utility Infrastructure Map

DRAFT

Subject to further review and discussion

EXHIBIT B-1

**Malaga Water District, Malaga, Washington
Guidelines and Regulations for Water Service 2022**

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Subject to further review and discussion

EXHIBIT C-1

Project—Water Line Extension(s)

DRAFT

Subject to further review and discussion

EXHIBIT C-2

Project—Water Well(s) and Associated Pump(s) and Pump Station Facility(ies)

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Subject to further review and discussion

EXHIBIT C-3

Project—Water Storage Facilities and Reservoirs

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Subject to further review and discussion

EXHIBIT D

CDRPA Easement

AFTER RECORDING, RETURN TO:

UTILITY EASEMENT AGREEMENT

Document Title: Utility Easement Agreement

Reference Number of Related Document:

Grantor: Chelan Douglas Regional Port Authority

Grantee: Malaga Water District

Legal Description:

Additional Legal Description is on Page(s) ____ of Document

Assessor's Tax Parcel ID#:

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Subject to further review and discussion

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (“Easement”), is made and granted this ___ day of _____, 2022, by and between the Chelan Douglas Regional Port Authority, a port district and municipal corporation organized pursuant to Title 53 RCW (“Grantor”), and the Malaga Water District, a water-sewer district and municipal corporation organized pursuant to Title 57 RCW (“Grantee”).

WITNESSETH:

A. WHEREAS, Grantor owns fee simple title to the property legally described in Exhibit A, attached hereto and incorporated by this reference as if set forth in full (“Property”); and,

B. WHEREAS, Grantee desires a permanent easement in, along, over, under and across the Property for water utility purposes, including without limitation the installation and operation of water utility lines, pumps and pump stations, water reservoir, storage facilities, and wells; and

C. WHEREAS, Grantor agrees to grant such easement to Grantee in consideration of and pursuant to that certain Interlocal Cooperation Agreement between Grantor and Grantee dated _____, 2022, and such other consideration the receipt and sufficiency of which are hereby mutually acknowledged.

NOW THEREFORE, the parties hereto agree as follows:

Section 1. Permanent Easement. Grantor hereby grants to Grantee a perpetual easement in, along, over, upon and under the Property in the location(s) legally described in Exhibit B and depicted in Exhibit C, incorporated by this reference as if set forth in full (“Utility Easement Area”), for the purpose of installing, constructing, operating, maintaining, expanding, removing, repairing, inspecting, testing, replacing and/or using certain water utility facilities, including without limitation water utility lines, pumps and pump stations, water reservoir and storage facilities, and wells (collectively, “Grantee’s Facilities”) throughout said Utility Easement Area, together with all connections and appurtenances thereto, as well as reasonable rights of ingress and egress.

Section 2. Noninterference. Grantee’s access to the Utility Easement Area shall be unrestricted. Grantor shall avoid and prevent interference with and/or obstruction of the Utility Easement Area and Grantee’s Facilities as follows:

2.1. Grantor shall not construct or install, or allow to be constructed or installed, any building, wall, rockery or structure of any kind within the Utility Easement Area unless approved in writing by Grantee. Grantor shall not cause or allow any trees, plantings or other vegetation located on the Property, including any roots thereof, to damage or otherwise interfere with Grantee’s Facilities or Grantee’s reasonable access thereto.

2.2. Grantor shall not deposit, or allow to be deposited, any fill material within the Utility Easement Area, unless approved in writing by the Grantee.

2.3. Grantor shall not install within the Utility Easement Area asphalt or concrete surfaces greater than four (4) inches thick (inclusive of future overlays), nor install reinforced concrete of any thickness.

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Subject to further review and discussion

2.4. Grantor shall not dig, tunnel or excavate, or allow any digging, tunneling or excavation, within three (3) feet horizontally or eighteen (18) inches vertically of Grantee's Facilities, and Grantor shall ensure that the ground surface within the Utility Easement Area is maintained at the level and grade approximately extant at the time Grantee's Facilities were installed, except for minor, temporary disturbances not affecting Grantee's Facilities.

2.5. Except for utility facilities extant as of the effective date of this Easement, Grantor shall not construct or install, or allow to be constructed or installed, any other utility facilities or appurtenances of any kind, including without limitation any utility service connections, within five (5) feet of any portion of Grantee's Facilities, unless approved in writing by Grantee.

2.6. Grantor shall not in any manner block, restrict or impede, or allow to be blocked, restricted or impeded, Grantee's access to or use of the Utility Easement Area.

2.7. Grantor shall not convey to any third party any easement, license or other interest or right of use involving the Utility Easement Area that would impair, encroach upon, interfere with or limit the easement rights granted herein.

2.8. [Placeholder for protective well covenant required by the Department of Health if utility easement includes a well located on Port property.]

Section 3. Easement to Run with Property. This Easement and the terms and conditions set forth herein shall be deemed covenants running with the land and shall inure to the benefit of and shall be binding upon Grantor's and Grantee's respective successors and assigns.

Section 4. Costs of Maintenance. Grantee shall bear and properly pay all costs and expenses of maintenance and repair of Grantee's Facilities.

Section 5. Compliance with Laws and Rules. Grantee shall at all times exercise its rights herein in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

Section 6. Grantee's Use and Activities. Grantee shall exercise its rights under this Easement so as to reasonably minimize and avoid, if reasonably possible, interference with Grantor's reasonable use of the Property. Following any entry by Grantee upon the Property hereunder, Grantee agrees to restore Grantor's Property in at least as good as condition as it currently exists, and Grantee shall remove all debris and restore the surface of the Grantor's Property as nearly as possible, to the condition extant at the commencement of such work.

Section 7. Integration; Amendment. This Easement represents the entire understanding between the parties regarding the subject matter hereof, and supersedes any prior oral agreements. This Easement may only be terminated by a recorded, acknowledged writing executed by Grantee. This Easement may be amended or modified only by a writing, mutually executed by the parties, recorded and acknowledged.

Section 8. Governing Law; Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. Any litigation arising out of, or in connection with, this Easement shall be conducted in Chelan County, Washington. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees and costs.

Section 9. Counterparts. This Easement may be signed in counterparts.

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Section 10. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor from and against any and all claims, losses, costs, suits and causes of action, including attorneys' fees, for any injury, damage, loss or expense arising out of or otherwise resulting from Grantee's use of the Utility Easement Area. Grantor shall indemnify, defend and hold harmless Grantee from and against any and all claims, losses, costs, suits and causes of action, including attorneys' fees, for any injury, damage, loss or expense arising out of or otherwise resulting from any breach or violation by Grantor hereunder. Each party's obligations under this section shall apply only to the extent such injury, damage loss or expense is proximately caused by the negligence or willful misconduct of that party or the party's agents or invitees.

The provisions of this section shall survive the termination of this Easement.

Section 11. Warranty of Title. Grantor represents and warrants that Grantor is the lawful owner of the Property, that the rights and privileges set forth herein do not breach or otherwise violate the legal rights of any third-party, and that Grantor is fully authorized to execute and grant this Easement.

Section 12. Signatory Warranty. Each signatory below represents and warrants that he/she has been authorized to execute this Easement on behalf of the party for which said signatory is purporting to sign.

IN WITNESS WHEREOF, the parties have caused this Easement to be executed as of the date hereinabove set forth.

GRANTOR:

Chelan Douglas Regional Port Authority

By: _____
Jim Kuntz, Chief Executive Officer

GRANTEE:

Malaga Water District

By: _____
Jon Johnston, Manager

STATE OF WASHINGTON)
) ss
COUNTY OF CHELAN)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed this ____ day of _____, 2022.

(Signature of Notary)

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Subject to further review and discussion

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____

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Subject to further review and discussion

STATE OF WASHINGTON)
)
COUNTY OF CHELAN) ss

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed this ____ day of _____, 2022.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____

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Subject to further review and discussion

EXHIBIT A

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Subject to further review and discussion

EXHIBIT B

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Subject to further review and discussion

EXHIBIT C

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Subject to further review and discussion

EXHIBIT E

Temporary Construction Easement

After recording return to:

Document Title: Temporary Construction Easement

Reference Number of Related Document:

Grantor: Malaga Water District

Grantee: Chelan Douglas Regional Port Authority

Legal Description:

Additional Legal Description is on Page(s) ____ of Document

Assessor's Tax Parcel ID#:

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Subject to further review and discussion

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (“Temporary Easement”) is hereby made and granted this ___ day of _____, 2022, by and between the Malaga Water District, a water-sewer district and municipal corporation organized pursuant to Title 57 RCW (“Grantor”), and the Chelan Douglas Regional Port Authority, a port district and municipal corporation organized pursuant to Title 53 RCW (“Grantee”).

WITNESSETH:

Grantor, in consideration of and in conjunction with the terms, conditions and covenants set forth in that certain Interlocal Cooperation Agreement between Grantor and Grantee dated _____, 2022, and such other consideration the receipt and sufficiency of which are hereby mutually acknowledged, hereby grants to Grantee:

A temporary, non-exclusive easement through, over, and across the real property described in Exhibit “A” attached hereto and incorporated herein by reference (hereinafter, “Property”), pursuant to the terms and conditions hereof. The location of the Temporary Easement upon the Property (hereinafter, “Easement Area”) shall be as depicted in Exhibit “B”, attached hereto and incorporated herein by reference.

The Grantor and Grantee hereby covenant and agree to the following terms, provisions and conditions:

1. Purpose; Right of Access and Use. Grantee and its agents, contractors, designees or assigns shall have the right, at such time as Grantee deems necessary, to enter upon the Property by foot and/or by motor vehicle for the purpose of installing and constructing water utility facilities (collectively, “Grantee’s Facilities”) related to and/or otherwise necessary to support the Malaga Development as defined and described in the above-referenced Interlocal Cooperation Agreement. Grantee may also use the Easement Area as a storage and/or construction staging area for said purpose. Provided, that Grantee’s rights hereunder shall be exercised in a manner that avoids destruction or unreasonable disturbance of existing private or public improvements upon the Property located outside the Easement Area, except as expressly provided hereunder.

The temporary easement rights herein granted shall commence upon the date of mutual execution hereof, and shall thereafter continue for: (i) a period of two years, or (ii) until Grantee provides written notice to Grantor that construction and installation of Grantee’s Facilities has been completed, whichever occurs first. The term of this Temporary Easement may be extended by a writing executed by both parties.

2. Noninterference. Grantor shall not in any manner block, restrict or impede, or allow to be blocked, restricted or impeded, Grantee’s access to or use of the Easement Area.

3. Removal of Encroachments and Obstructions. In the event of any encroachment, obstruction or interference of or upon the Easement Area not extant as of the execution of this Temporary Easement, Grantee may require removal and/or termination thereof, and the same shall be accomplished promptly at Grantor’s expense. Alternatively, Grantee may take such action as deemed necessary in

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Subject to further review and discussion

Grantee's reasonable discretion to accomplish such removal and/or termination, and may charge to Grantor all expenses incurred therefor. Grantee's failure to require removal or termination of any encroachment, obstruction or interference shall neither constitute a waiver of Grantee's rights nor preclude any other remedy available to Grantee.

4. Site Remediation. Any existing improvements and/or landscaping upon the Property located outside the Easement Area that may be disturbed or destroyed by Grantee's Facilities, or Grantee's activities related thereto, shall be replaced, repaired, or otherwise restored as reasonably practicable to the pre-event condition by and at Grantee's expense.

5. Indemnification. Each party shall protect, defend, indemnify and hold harmless the other party, including its officers, officials and employees, from and against any and all claims, suits, losses, damages, injuries or causes of actions, including attorneys' fees, proximately caused by or otherwise arising from that party's negligence, wrongful acts or omissions and/or breach of this Temporary Easement. The provisions of this section shall survive the expiration or termination of this Temporary Easement.

6. Governing Law; Venue. This Temporary Easement shall be governed by the laws of the State of Washington. The exclusive venue for any litigation arising out of this Temporary Easement shall be the Superior Court for Chelan County, Washington. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees and costs.

7. Binding Effect; Modification. This Temporary Easement, and each of the terms, provisions, conditions and covenants set forth herein shall be recorded at Grantee's expense. shall run with the land, and shall be binding upon and apply to the benefit of the parties hereto and their respective successors, agents, designees or assigns. This Temporary Easement may be modified only by a recorded, written instrument mutually executed by the parties hereto or their respective successors or assigns.

8. Warranties; Representations. Grantor represents and warrants that: (i) Grantor is the lawful owner of the Property; (ii) Grantor is fully authorized to execute and grant this Temporary Easement; (iii) the rights and privileges set forth in this Temporary Easement do not breach or otherwise violate the legal rights of any third-party, and no third-party consents are necessary; and (iv) Grantee shall have full and unobstructed access to and use of the Easement Area as set forth herein.

IN WITNESS WHEREOF, the parties have caused this Temporary Easement to be executed as of the date hereinabove set forth.

GRANTEE:

Chelan Douglas Regional Port Authority

By: _____
Jim Kuntz, Chief Executive Officer

GRANTOR:

Malaga Water District

By: _____
Jon Johnston, Manager

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Subject to further review and discussion

STATE OF WASHINGTON)
)
COUNTY OF CHELAN) ss

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed this ____ day of _____, 2022.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____

STATE OF WASHINGTON)
)
COUNTY OF CHELAN) ss

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed this ____ day of _____, 2022.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____

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Subject to further review and discussion

EXHIBIT A

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Subject to further review and discussion

EXHIBIT B

DRAFT

Subject to further review and discussion

EXHIBIT F

BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: THAT the **CHELAN DOUGLAS REGIONAL PORT AUTHORITY**, a municipal corporation and port district organized under Title 53 RCW (“Grantor”), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, hereby assigns, sells, transfers and delivers to the **MALAGA WATER DISTRICT**, a municipal corporation and water-sewer district organized under Title 57 RCW (“Grantee”), the following personal property (“Personal Property”) located on the real property described in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full (“Real Property”) and/or within the public right-of-way:

1. All of Grantor’s right, title and interest in and to the _____ improvements and structures identified in Exhibit B, attached hereto and incorporated herein by this reference as if set forth in full; and

2. All of Grantor’s right, title and interest in and to the _____ improvements and structures identified in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full; and

3. All of Grantor’s right, title and interest in and to the _____ improvements and structures identified in Exhibit D, attached hereto and incorporated herein by this reference as if set forth in full; and

4. All of Grantor’s right, title and interest in and to the _____ improvements and structures identified in Exhibit E, attached hereto and incorporated herein by this reference as if set forth in full.

The assignment, sale, transfer and delivery of Grantor’s right, title and interest in and to the Personal Property to Grantee hereunder shall expressly include all warranties in or otherwise related to the Personal Property, specifically including without limitation the warranties identified in Exhibit F, attached hereto and incorporated herein by this reference as if set forth in full.

Grantor hereby warrants to Grantee that: (a) Grantor is the true and lawful owner of the Personal Property; (b) Grantor has good and marketable title to the Personal Property; (c) the Personal Property is free and clear of all title defects and objections, claims, liens, security interests or other encumbrances; and (d) Grantor has the right and all necessary power and authority to transfer the Personal Property.

DATED this _____ day of _____, 2022.

GRANTOR: Chelan Douglas Regional Port Authority

By: _____
Jim Kuntz, Chief Executive Officer

GRANTEE: Malaga Water District

DRAFT

Subject to further review and discussion

By: _____
Jon Johnston, Manager

DRAFT

Subject to further review and discussion

STATE OF WASHINGTON)
)
COUNTY OF CHELAN) ss

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed this ____ day of _____, 2022.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____

STATE OF WASHINGTON)
)
COUNTY OF CHELAN) ss

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed this ____ day of _____, 2022.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Appointment Expires: _____

DRAFT

Subject to further review and discussion

Exhibit A

Legal Description

DRAFT

Subject to further review and discussion

Exhibit B

DRAFT

Subject to further review and discussion

Exhibit C

DRAFT

Subject to further review and discussion

Exhibit D

DRAFT

Subject to further review and discussion

Exhibit E

DRAFT

Subject to further review and discussion

Exhibit F

RH2 TECHNICAL MEMORANDUM

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

Project: Microsoft Water System Improvements

Project File: RPA 20.0026.17

Composed by: Paul Young, PE; Ryan Peterson PE

Subject: Preliminary narrative of the maximum required MWD water system projects.

Date: May 17, 2022



Background

Microsoft (MSFT) has proposed to construct three to six data center buildings at the LOJO site in Malaga, WA. For the purposes of this memo the "LOJO" site is the land previously known as the LOJO orchard that MSFT is proposing for the first three data center buildings. While additional land is needed to be acquired for the remaining three buildings, the entire development will be referred to as the "LOJO" site in this memo.

RH2 Engineering on behalf of the Port was asked to identify what public water system projects may be necessary to serve these buildings so that MSFT can evaluate their future plans.

This memo is intended to briefly outline the projects that RH2 determined would be needed, an opinion of probable construction cost (OPCC), and scheduling constraints. This memo is not intended to be a rigorous discussion of the analyses that were performed by RH2 to define the projects. RH2 anticipates that we will provide a thorough discussion of the analyses and conclusions later if requested by the Port or MWD.

Much is still unknown about the capital projects. Efforts anticipated this year include geotechnical exploration at prospective reservoir sites to determine suitability. Test well drilling will determine if additional supply capacity can be obtained within the District, and at what rate.

This information was requested by MSFT to be expedited in advance of a budgeting meeting and to list those projects that should be the most conservative for budgeting purposes, though still realistic. This memo has not been reviewed in detail by the Port nor MWD and may not completely represent these agencies' goals, policies, or schedules. The projects listed herein are only those within the MWD system. The offsite projects to extend supplemental water supply from the City of Wenatchee discussed in prior memos and meetings will be evaluated in future efforts.

Previous Analysis Criteria

Prior planning level analyses by RH2 in January 2022 assumed the following:

- Three data center buildings.
- MSFT would have no on-site water storage. The MWD infrastructure would be sized to simultaneously provide fire-flow and the peak instantaneous demand (PID) for three data center buildings.
- The water demand per building was 83 gpm average for the maximum day demand (MDD) and 417 gpm for PID.
- The fire-flow requirement was 2,500 gpm for two hours (300,000 gallons). Standby storage volume of one day at MDD (350,000 gallons). Including other storage components resulted in an assumed reservoir size of approximately 2 million gallons (MG).

Updated Criteria

MSFT's consultant ESD provided updated criteria to RH2 on May 2, 2022 which was used to re-evaluate the capital projects necessary. The updated criteria are:

- 1) Six buildings are now proposed, instead of three.
- 2) MSFT will provide its own onsite storage to supply 4 hours of fire-flow at 2,000 gpm and 48 hours of water at MDD for the mechanical cooling demand.
- 3) MDD average rate of 130,000 gallons per day (gpd) [90.3 gpm] per building. The PID lasts for two hours and is 290 gpm per building.
- 4) MSFT wishes to assume a scenario where all onsite storage has been depleted and then refilled in 24 hours. Fire-flow storage to be refilled at a rate of 1,000 gpm over the first 8 hours while simultaneously refilling the mechanical cooling storage over 24 hours at an average rate of 1,625 gpm and a two-hour peak rate of 1,740 gpm (combined PID of 2,740 gpm).

These updated criteria have a significant impact on the scope and cost of required infrastructure projects.

Performance criteria of the MWD from their 2019 Water System Plan includes the following:

- 1) To maintain the emergency storage volume required for MWD customers (fire storage and standby storage) in all MWD reservoirs during MDD, and
- 2) To prevent excessive high or low system pressure fluctuations to MWD customers, and

- 3) Maximum water velocity in pipelines of 7 feet per second (fps) during normal conditions and 8 fps during fire flow.

Water Quality

A large new reservoir will require measures to maintain water quality, especially in the winter. Failure to use all stored water relatively quickly can result in quality problems including bacteriological growth, temperature changes, or affects to taste or color. The MWD does not chlorinate its water, which increases the need for a high turnover rate.

In the winter the current MWD customer base uses 120,000 gpd, which based on some quick computer modeled water age analyses, may turn over the water in the existing Zone 1 reservoirs about once a week. There is no specific maximum turnover rate established because it depends on water chemistry and interaction with wetted surfaces, but a commonly used range is 5 to 10 days. MSFT has stated their winter water use will be only for potable purposes at 78 gpd per building, or 468 gpd for six buildings. This is roughly the equivalent of two MWD households and insignificant compared to the MWD customer base. We assume MSFT's storage needs in the winter will only be for refilling water expended for fire-flow.

To achieve the desired turnover, total winter storage should be significantly less than summer. Several measures to address this will be reviewed, but no selections have yet been made. Measures being considered include:

- Dedicated supply transmission mains between the wells and the reservoirs to force unidirectional flow. Without this, the same water may oscillate in and out of the reservoirs without ever making it to the customers.
- Internal mechanical or passive mixing systems. Or baffles to force unidirectional flow through the reservoir.
- Construct the new reservoir with a chamber that can be drained in the winter. The emptied chamber may need to be re-disinfected each year before refilling.
- Construct two or more smaller reservoirs instead of one larger one and turn off those not needed in the winter. The empty reservoirs may need to be re-disinfected each year before refilling.
- Run the reservoir(s) at a lower water level in the winter.
- Eliminate the existing Zone 1 reservoirs to simplify operations.

The project descriptions later in this memorandum discuss the water quality measures that have been assumed for the OPCC.

Projects

The projects identified are listed below generally in order of assumed construction schedule. The pipeline projects are primarily driven by the location of the proposed reservoir, which has not yet been established. Those projects necessary to support the west reservoir site are represented on Figure 1, which are expected to be the higher cost compared to the alternate east reservoir site shown on Figure 2. Only those projects associated with the west reservoir site are summarized below and included in the OPCC.

Project 1: Two test wells.

Description: Drill two test wells to explore for additional water sources. One test well will be drilled near the existing Well 5 and the other will be drilled on the LOJO site.

Purpose: The ultimate proposed water demands exceed the pumping capacity of the existing water system. An additional source of water is required.

Schedule: Drill and evaluate the test wells in 2022.

Project 2: Four monitoring wells.

Description: Drill and install one or two monitoring wells in support of each test well (four monitoring wells total).

Purpose: Monitoring wells will be used to evaluate groundwater performance and quality both for the test wells and potentially for permanent long-term monitoring.

Schedule: Install monitoring wells at the same time as the test wells.

Project 3: Reservoir site and pond land purchases. Access road and utility easement purchases.

Description: Perform geological testing on two potential reservoir sites. Purchase the preferred land for the reservoir and overflow/storm/drain pond. Pond may need to be on a site remote from the reservoir depending on topography.

Purpose: A new Zone 1 Reservoir is required to meet the water demands to the LOJO site. The selected site will define the required water main improvements.

Schedule: Discussions with property owners have already begun. Begin the geological work in 2022 and complete the land purchases by the end of 2023.

Project 4: Malaga/Alcoa Highway 18-inch watermain.

Description: Installation of approximately 4,700 feet of 18-inch watermain. The route is from Saturday Ave to the LOJO site along the Malaga/Alcoa Highway.

Purpose: The watermain to supply the LOJO site.

Schedule: Complete the installation in 2023 before MS begins construction on the first building.

Project 5: Saturday Ave 12-inch watermain.

Description: Installation of approximately 2,600 ft of 12-inch watermain. The route is from Searles Rd to the Malaga/Alcoa Highway along Saturday Ave.

Purpose: Additional pipe capacity is necessary to move water from the reservoirs to LOJO.

Schedule: Complete the installation in 2024.

Project 6: Saturday Ave (Searles Rd) 12-inch watermain.

Description: Installation of approximately 1,300 feet of 12-inch watermain in Saturday Ave (Searles Rd) between Dixie Ln and Searles Rd.

Purpose: Additional pipe capacity is necessary to move water from the reservoirs to LOJO.

Schedule: Complete the installation in 2024.

Project 7: Dixie Ln 12-inch watermain.

Description: Installation of approximately 2,700 feet of 12-inch watermain in Dixie Ln between Bainard Rd and Saturday Ave.

Purpose: Additional pipe capacity is necessary to move water from the reservoirs to LOJO.

Schedule: Complete the installation in 2024.

Project 8: W Malaga Rd 18-inch watermain

Description: Installation of approximately 3,400 feet of 18-inch water main from Hill Ln along W Malaga Rd and down Dixie Ln to Bainard Rd.

Purpose: Additional pipe capacity is necessary to move water from the reservoirs to LOJO.

Schedule: Complete the installation in 2025.

Project 9: Hill Ln 18-inch watermain

Description: Installation of approximately 3,200 feet of 18-inch watermain from Hill Ln across an easement (not yet acquired) to the new reservoir site.

Purpose: Connect the new reservoir to the water system.

Schedule: Complete the installation in 2025 along with the new reservoir.

Project 10: Pump Station 1 / Tank 1 Bypass

Description: Installation of a control valve and vault between Reservoirs 1A, 1B, and 1C and Pump Station 1. Install approximately 300 feet of 12-inch watermain from downstream of the control valve to Pump Station 1. This watermain will allow the reservoirs to be bypassed when

the control valve is closed and allow Pump Station 1 to continue operating.

Purpose: The valve will be required to prevent the existing tanks from fully emptying while the remaining storage in the new reservoir is being used. Fully emptying the existing tanks risks creating water quality problems.

Schedule: Complete the installation in 2025 before the new reservoir is online.

Project 11: Reservoir Earthwork, Site Utilities, and Access Road

Description: Install an access road, perform site grading, and install utilities at the reservoir site in preparation for the construction of the reservoir.

Schedule: Complete the work in 2025. This will be part of the reservoir construction contract.

Project 12: Zone 1 Reservoir Structure and Equipment

Description: Construct the reservoir structure and install all equipment including mixing system and altitude valve vault. Splitting the volume into multiple tanks may help with redundancy, water quality, and maintenance issues.

Purpose: The existing MWD reservoirs do not have surplus storage to support the MSFT project. Exact sizing is yet to be determined, but is estimated as follows:

- 2,300,000 gallons to refill depleted MSFT onsite storage concurrent with supplying mechanical cooling water.
- 500,000 gallons for MWD uses to offset MWD's long term costs for reservoir operation and maintenance.
- 15% for operational storage.
- Total is approximately 3,200,000 gallons.

The reservoir must be equipped to mitigate stagnation water quality problems during long periods when MSFT is not needing cooling water. Solutions such as separate chambers and mixing systems will be reviewed.

Schedule: Complete the reservoir in 2025 approximately at the same time the first MS building is complete.

Project 13: Reservoir Drain/Overflow Pipe

Description: Install the drain and overflow pipe for the reservoir.

Purpose: Transmission of emergency overflows and maintenance drainage.

Schedule: Complete the work in 2025. This will be part of the reservoir construction contract.

Project 14: Production Well

Description: Design and construct one or more production wells. Size, location, and number of production wells depends on the results of the test well project. The cost estimate is for one large production well. It may be necessary to install two smaller wells because MWD standards assume that the largest well be considered out of service when determining supply capacity. It is assumed that the OPCC contingency may capture the cost of constructing two wells.

Purpose: Provide permanent additional water supply.

Schedule: Complete construction in 2026 before MS has completed their second building.

Project 15: Reservoir dedicated supply main.

Description: Installation of approximately 9,600 feet of 12-inch watermain from the new reservoir along an easement then down W Malaga Rd to Wells 1, 2, and 5.

Purpose: Due to the large volume of the new reservoir compared to the water demand of MWD customers, maintaining water quality in this reservoir and its transmission main is a concern. To mitigate this issue a dedicated supply pipe from the water sources to the reservoir will provide unidirectional flow to address stagnation.

Schedule: Complete the installation in 2026.

Summary

Projects listed are currently considered the most that will be required. As the evaluations progress, it may be determined that some projects can be reduced.

Projects listed in this memo are only those that will be owned and operated by MWD. No private infrastructure within the LOJO property(ies) is included, nor LOJO property purchase costs.

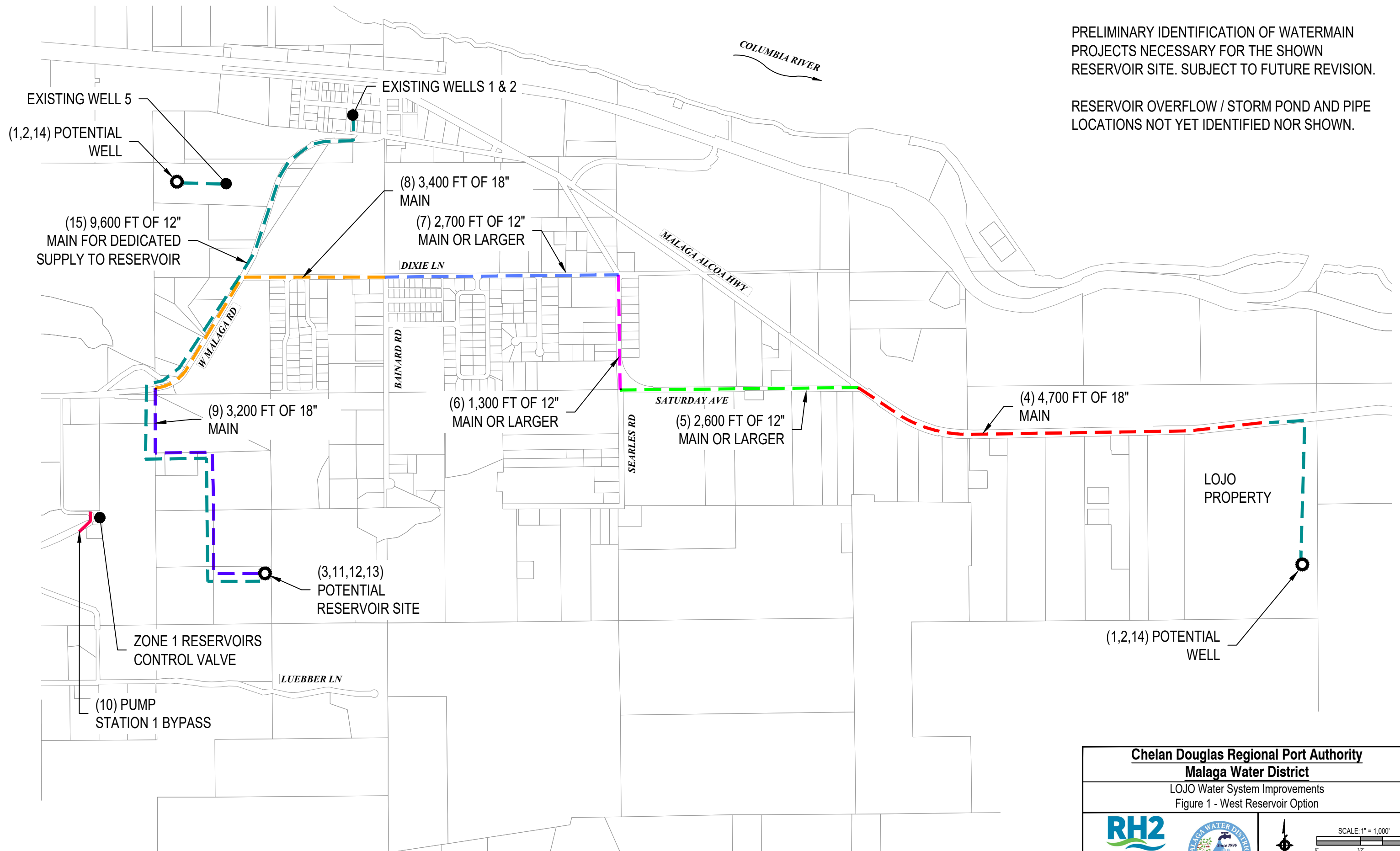
A brief summary of schedules and OPCC are shown on the next page. The costs are planning level estimates and have not yet been developed in detail. The prices include 30-percent times the construction cost for "indirect costs" which include predesign, survey, design, permitting fees, construction administration, and project management.

Construction inflation is currently at a historic high and predictions are challenging. The costs presented include a 7-percent annual inflation and a 25-percent contingency, however, this does not guarantee a maximum cost.

Watermains				Year				30%	7.0%	25%	
	Along	From	To	Complete	Diameter	Length	Construction	Indirect	Inflation	Contingency	Total
4	Malaga/Alcoa Hwy	Saturday Ave	LOJO	2023	18 in	4,700 ft	\$ 2,393,945	\$ 718,183	\$ 217,849	\$ 832,494	\$ 4,162,471
5	Saturday Ave	Searles Rd	Hwy	2024	12 in	2,600 ft	\$ 999,989	\$ 299,997	\$ 188,368	\$ 372,089	\$ 1,860,443
6	Saturday Ave (Searles Rd)	Dixie Ln	Searles Rd	2024	12 in	1,300 ft	\$ 560,711	\$ 168,213	\$ 105,621	\$ 208,636	\$ 1,043,182
7	Dixie Ln	Bainard Rd	Saturday Ave	2024	12 in	2,700 ft	\$ 1,072,992	\$ 321,897	\$ 202,119	\$ 399,252	\$ 1,996,260
8	W. Malaga Rd	Hill Ln	Bainard Rd	2025	18 in	3,400 ft	\$ 1,870,774	\$ 561,232	\$ 547,306	\$ 744,828	\$ 3,724,140
9	Hill Ln / Easement	New Reservoir	W. Malaga Rd	2025	18 in	3,200 ft	\$ 1,221,036	\$ 366,311	\$ 357,221	\$ 486,142	\$ 2,430,710
15	Easement and W Malaga Rd	All Wells	New Reservoir	2026	12 in	9,600 ft	\$ 2,917,300	\$ 875,190	\$ 1,178,691	\$ 1,242,795	\$ 6,213,976
Facilities											
1	Two Test Wells			2022	12 inch diameter		\$ 830,940	\$ 249,282	\$ -	\$ 270,056	\$ 1,350,278
2	Four Monitoring Wells			2022	6 inch diameter		\$ 158,400	\$ 47,520	\$ -	\$ 51,480	\$ 257,400
14	One Production Well			2026	150 hp, 1,000 gpm		\$ 793,500	\$ 238,050	\$ 320,602	\$ 338,038	\$ 1,690,190
3	Reservoir Site and Pond Land Purchases			2023	2 acre & 1 acre		\$ -	\$ 90,000	\$ 6,300	\$ 24,075	\$ 120,375
11	Reservoir Structure and Equipment			2025	3,000,000 gal		\$ 4,136,534	\$ 1,240,960	\$ 1,210,167	\$ 1,646,915	\$ 8,234,577
12	Reservoir Earthwork, Site Utilities, & Access Road			2025	2 acre		\$ 2,146,362	\$ 643,909	\$ 627,931	\$ 854,550	\$ 4,272,752
13	Reservoir Drain/Overflow Pipe			2025	5,000 ft of 12 inch		\$ 737,572	\$ 221,272	\$ 215,781	\$ 293,656	\$ 1,468,281
10	Pump Station 1 / Tank 1 Bypass			2025	Control Valve & Pipe		\$ 331,902	\$ 99,571	\$ 97,100	\$ 132,143	\$ 660,715
Total											\$ 39,485,750

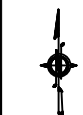
PRELIMINARY IDENTIFICATION OF WATERMAIN PROJECTS NECESSARY FOR THE SHOWN RESERVOIR SITE. SUBJECT TO FUTURE REVISION.

RESERVOIR OVERFLOW / STORM POND AND PIPE LOCATIONS NOT YET IDENTIFIED NOR SHOWN.



**Chelan Douglas Regional Port Authority
Malaga Water District**

LOJO Water System Improvements
Figure 1 - West Reservoir Option

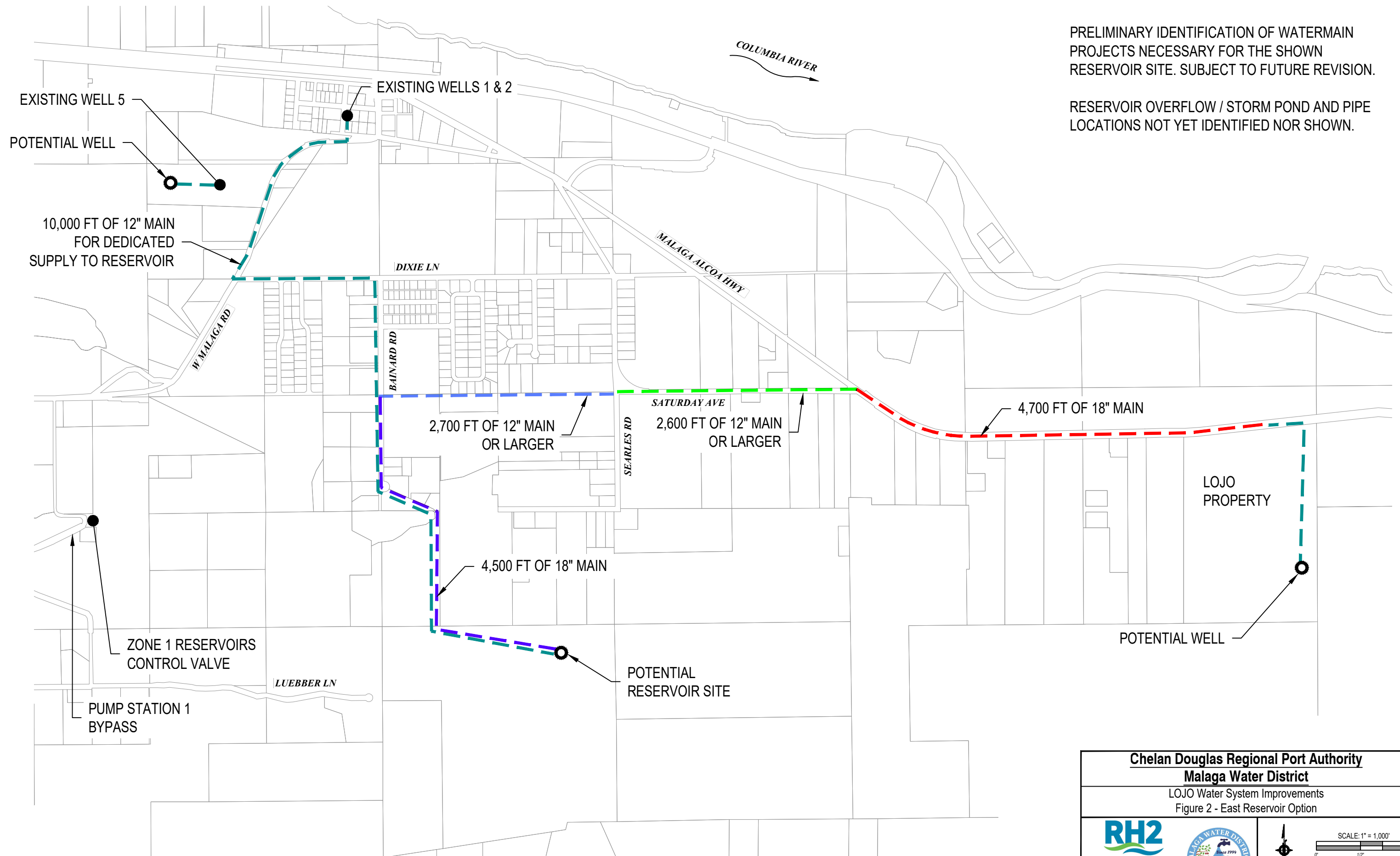


SCALE: 1" = 1,000'
DRAWING IS FULL SCALE WHEN
BAR MEASURES 1"

PLOT DATE: 5/17/2022
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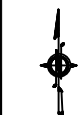
PRELIMINARY IDENTIFICATION OF WATERMAIN PROJECTS NECESSARY FOR THE SHOWN RESERVOIR SITE. SUBJECT TO FUTURE REVISION.

RESERVOIR OVERFLOW / STORM POND AND PIPE LOCATIONS NOT YET IDENTIFIED NOR SHOWN.



**Chelan Douglas Regional Port Authority
Malaga Water District**

LOJO Water System Improvements
Figure 2 - East Reservoir Option



SCALE: 1" = 1,000'
DRAWING IS FULL SCALE WHEN BAR MEASURES 1"

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DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the “*Agreement*”) is made and entered into and effective as of [____], 2022 (the “*Effective Date*”), by and between CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation (“*CDRPA*”), and MICROSOFT CORPORATION, a Washington corporation (“*Developer*”). CDRPA and Developer are sometimes collectively referred to herein as the “Parties” or individually as a “*Party*.”

RECITALS

A. Developer has acquired portions of, and will acquire the remainder of, the real property located in Chelan County, Washington and known as Assessor’s Parcel Numbers 222135100060, 222135100071, and 22235100072 (collectively, the “*Property*”).

B. CDRPA is a port district and municipal corporation organized pursuant to Title 53 RCW and operating as the principle economic development agency within Chelan and Douglas Counties

C. The Property is located in the service area of the Malaga Water District, a Washington municipal corporation (the “*District*”) but is not currently connected to the District’s water supply.

D. CDRPA and the District have entered into that certain Interlocal Cooperation Agreement dated as of the date hereof (the “*Interlocal Cooperation Agreement*”) pursuant to which CDRPA will construct the “Improvements” (as defined in the Interlocal Cooperation Agreement) at CDRPA’s expense in accordance with the District’s standards, approvals and policies (the “*District’s Standards*”) and upon completion of the Improvements convey the Improvements to the District.

E. As consideration for the benefit to Developer from the construction of the Improvements, CDRPA agrees to construct the Improvements and Developer agrees to reimburse CDRPA for the costs of the Improvements, each in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Recitals.** The Recitals set forth above are incorporated herein as binding commitments and representations of the Parties by this reference.

2. **Completion of Improvements.**

a. CDRPA shall construct or cause to be constructed the Improvements in accordance with the improvements schedule that is shown on Exhibit A attached hereto (the “*Improvements Schedule*”), time being of the essence.

b. The Improvements shall be constructed in accordance with the final plans that are shown on Exhibit B attached hereto (the “*Final Plans*”) and to the District’s Standards.

c. Before the Effective Date, CDRPA prepared a construction planning budget (the “**Improvements Budget**”) for the costs for the development and construction of the Improvements (the “**Improvements Costs**”), a copy of which is shown on Exhibit C.

d. The general contracts entered into by CDRPA for the Improvements shall be on a guaranteed maximum price basis with such retainage amounts of [ten percent (10%)]¹ or such other lesser amount as is acceptable to Developer (the “**Retainage**”).

e. In no event shall CDRPA’s obligations to complete the Improvements be conditioned upon a reimbursement for any Improvements Costs by Developer.

3. **Disbursement Requests.**

a. For convenience of funding, Developer has requested that First American Title Insurance Company (the “**Title Company**”) hold and administer the funds deposited by Developer for payment of the Improvements Costs. As of the Effective Date, and based upon the Improvements Budget and CDRPA’s use of the Grant Funds (as hereinafter defined), Developer has deposited funds sufficient to pay the Improvement Costs up to an aggregate amount of [_____ and 00/100 Dollars (\$_____)²] (as the same may be reduced following disbursements made in accordance with this Agreement, the “**Improvements Funds**”) into such account held by the Title Company (the “**Improvements Payments Account**”). The Improvements Funds are the sole property of Developer and subject only to its instructions. Neither CDRPA nor the District shall have any interest in the Improvements Funds.

b. On a [_____] ³ basis, not later than the 20th day after the end of each [_____] , CDRPA shall submit to Developer a “**Disbursement Request**” in the form attached hereto as Exhibit D for review as provided herein.

c. Not later than the twentieth (20th) day of following the end of each calendar quarter until all Improvements construction is completed (each a “**Reconciliation Date**”), CDRPA shall provide Developer written report of the following:

i. The total amount of Improvements Costs paid by CDRPA for the preceding calendar quarter (each a “**Reconciliation Period**”);.

ii. An updated Improvements Budget;

iii. A schedule of values covering the Reconciliation Period; and

iv. Such other information as is reasonably requested by Developer to verify the costs related to each Disbursement Request and the Improvements Costs expended during such Reconciliation Period.

d. Developer will review the information and documentation provided to it under Section 3(b) or Section 3(c) within ten (10) business days after its receipt thereof (the “**Review Period**”) to determine if the cost of each Disbursement Request and the Improvements

¹ Subject to MSFT approval

² TBD

³ TBD

Costs is within the then current Improvements Budget. If Developer does not complete its review within the Review Period, it will be deemed to have waived its right to conduct such review with respect to the applicable Reconciliation Period (but not for any future periods). If Developer determines that the costs are not accurately reflected and there was any error in the a previous Disbursement Request, then the Parties will negotiate in good faith to properly add or subtract to such discrepancy from the next Disbursement Request.

e. On the first Business Day following the Review Period, provided that Developer has not objected to the Disbursement Request, Developer shall instruct Title Company to disburse Improvements Funds in the amount of the Disbursement Request to CDRPA (or, at CDRPA's election, directly to any contractors) to pay the Improvements Costs set forth in the applicable Disbursement Request. The Disbursement Request form includes a deduction for any applicable Retainage and any adjustment as required under Section 3(d). Developer shall instruct Retainage to be released and paid to CDRPA only upon the applicable release conditions for Retainage in such contract or subcontract, as applicable.

f. Unless previously approved by Developer in writing, Developer shall not be required to make any payment under a Disbursement Request that does not meet the Final Plans or the Improvements Budget.

g. In the event that the aggregate of the Improvements Costs exceed the Improvements Funds, CDRPA shall be responsible for such shortfall and shall continue to be obligated to complete the Improvements without reimbursement from the Improvements Payments Account or Developer in any respect.

h. In no event will Developer be responsible for reimbursement of any costs associated with the construction of any Improvements which benefit any property other than the Property or which exceeds the scope of the Improvements and Final Plans, as approved in this Agreement.

4. **Completion Deadline.** CDRPA shall construct the Improvements in accordance with the Improvements Schedule and shall cause the completion of the Improvements to occur not later than [_____, 20__]⁴ (the "***Completion Deadline***"). The Completion Deadline and/or any interim deadlines or milestones described in the Improvements Schedule shall be extended on a day-for-day basis for each day of delay caused by Force Majeure, but in no event shall such extensions exceed [_____] () days⁵ in total. As used herein, "***Force Majeure***" means any events or states of facts caused in whole or in part by war, natural catastrophe, strikes, walkouts or other labor disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, epidemic, pandemic or other public health crisis, or any similar cause beyond CDRPA's reasonable control rendering CDRPA not reasonably able to continue to perform the Improvements work (but excluding financial inability to perform, however caused).

5. **Public Project.** All work performed by CDRPA and CDRPA contractors shall be accomplished in accordance with a public works project as defined by the Washington State Public Works bid statutes.

⁴ TBD

⁵ TBD

6. **District's Standards.** The Improvements that will be owned and operated by the District shall comply with the District's Standards unless the District has provided its prior written approval for any deviation. CDRPA shall be solely responsible for any costs associated with the failure of the Improvements or Final Plans to meet the District's Standards or for the District's failure to accept the Improvements upon completion.

7. **Indemnification and Insurance.**

a. CDRPA will defend, indemnify and hold the Developer harmless for and against any and all costs (including reasonable attorneys' fees), claims and damages, of any kind whatsoever, which may be made, incurred by or asserted against the Developer resulting from damage to property or injury to person to the extent caused by the alleged or adjudged negligence or willful misconduct of CDRPA or its contractors and/or agents arising from the work by CDRPA or its contractors and/or agents.

b. CDRPA will require all contractors and subcontractors to obtain commercially reasonable insurance policies for any work on the Improvements and will require that Developer be added as an additional insured under all such insurance policies.

c. CDRPA's duty to indemnify under this section, including the duty and cost to defend, shall not apply to claims for damages arising under this Agreement resulting from the sole negligence of Developer, its affiliates, and their respective employees and agents. CDRPA's duty to indemnify under this section, including the duty and cost to defend resulting from the concurrent negligence of Developer, shall apply only to the extent of negligence of CDRPA, its agents or employees.

8. **Latecomer Agreement.** Developer has agreed to fund the Improvements Costs, subject to recovery of certain amounts of the Improvement Funds if certain real property that is also serviced by the Improvements is sold, transferred, conveyed, developed or leased ("***Serviced Property***"). Developer's right to recovery will be further described in a Latecomer Agreement to be negotiated by and among Developer, CDRPA and the District and recorded against the Serviced Property in the property records of Chelan County, Washington (the "***Latecomer Agreement***").

9. **Grants.** CDRPA has, or will, receive certain grant funding to assist with the construction costs of the Improvements in the amounts of up to [_____] ⁶ (the "***Grant Funds***"). The Grant Funds shall be applied towards the Improvements Costs and in no event will any Disbursement Request be made for any costs which are paid for by the Grant Funds.

10. **Attorneys' Fees.** The Parties agree that in the event that an attorney's services are required to litigate any portion of this Agreement, the substantially prevailing party in any litigation shall be reimbursed its reasonable attorneys' fees and costs related to enforcement of the Agreement and collection related thereto, including any appeals therefrom.

11. **Binding on Heirs, Successors and Assigns.** All the covenants, agreement terms, and conditions contained in this Agreement shall apply to and be binding upon CDRPA and the Developer and their respective heirs, executors, administrators, successors, and assigns.

⁶ CDRPA to advise

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

13. **Incorporation.** This Agreement and that certain Purchase and Sale Agreement by and between Port of Chelan, a Washington municipal corporation, as seller, and Developer, as buyer, represent the entire agreement of the Parties with respect to the matters set forth herein. Unless set forth herein in writing, neither Party shall be bound by any statements or representations made, and each agrees that there are no such statements or representations being relied upon in making this Agreement, except as expressly set forth herein. No alterations, changes, or amendments to this Agreement will be binding upon either Party unless such Party has executed a written statement acknowledging such alteration, change, or amendment.

14. **Governing Law.** This Agreement shall be governed by the law of the State of Washington and venue for any action arising from this Agreement shall be in Chelan County, Washington.

15. **Waiver.** No provision of this Agreement shall be modified unless in writing signed by an authorized representative of the Parties. Waiver by a Party of any provision hereof in any instance shall not constitute a waiver of any other instance.

16. **No Entity Created.** The Parties agree that there is no separate organization or entity created by this Agreement. Nothing herein shall be deemed the creation of a partnership or similar entity between the Parties.

17. **Default and Remedies.** In the event of a default under this Agreement, the non-defaulting Party shall provide the defaulting Party with prompt written notice reasonably detailing the nature of the default, and the defaulting Party shall be allowed thirty (30) days from receipt of notice to cure such default. In the event a default continues beyond thirty (30) days, the non-defaulting Party shall be entitled to specifically enforce the obligations set forth in the Agreement, seek injunctions and other equitable relief. The foregoing remedies shall be in addition to and shall not preclude any other remedy available to the Parties under applicable law or in equity.

18. **Notices.** Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, or if emailed to any email address listed below (if no email address is listed, notices shall not be served by email) to the following addresses:

CDRPA:

Chelan Douglas Regional Port Authority
Attn: Chief Executive Officer
One Campbell Parkway Suite A,
East Wenatchee, WA 98802

With a copy to:

Ogden Murphy Wallace, P.L.L.C.

Attn: Peter A. Fraley, Esq.
One Fifth Street, Suite 200
Wenatchee, WA 98801

Developer:

Microsoft Corporation
CELA – CO+I
One Microsoft Way
Redmond, WA 98052
Attn: Corporate, External & Legal Affairs
Email: mciocela@microsoft.com

With a copy to:

K&L Gates LLP
925 Fourth Avenue, Suite 2900
Seattle, WA 98104
Attn: Shannon Skinner
Email: Shannon.Skinner@klgates.com

19. **Interpretation and Authority.** This Agreement has been submitted to the scrutiny of the Parties and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by any Party or its legal counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders. Each person that signs below represents and warrants that they have the full authority to sign this Agreement and to bind the entity for which they are signing to the terms and conditions of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have set their hands effective the Effective Date.

CDRPA:

CHELAN DOUGLAS REGIONAL
PORT AUTHORITY

Jim Kuntz, Chief Executive Officer

APPROVED AS TO FORM

CDRPA Counsel

Developer:

MICROSOFT CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT A

IMPROVEMENTS SCHEDULE

[to be added]

EXHIBIT B

FINAL PLANS

[to be added]

EXHIBIT C

IMPROVEMENTS BUDGET

[to be added]

EXHIBIT D

FORM OF DISBURSEMENT REQUEST

[to be added]

Memo

To: Board of Directors

From: Stacie de Mestre

Date: May 18, 2022

Re: Amend Engineering Services – Waterville Lighting Project

In October of 2021, JUB Engineers was awarded a Professional Services Agreement in the amount of \$44,970 to complete the design of the Waterville Lighting Project. The CDRPA was awarded a WSDOT Aviation Grant in the amount of \$40,500 for this work. The design work is completed and draft bid documents are under review.

During a design review meeting, JUB Engineers notified staff that they had exceeded their contracted amount by \$11,946 for work outside of their original approved scope of services:

- Design of a new CXT style electrical vault building to protect electrical controls and to allow maintenance staff protection from weather conditions at the airport
- Demolition of an existing hangar
- PAPI Replacement
- Wind Indicator Rehabilitation
- Investigate/Evaluate Runway Edge Light Alternatives
- Project Management and Administration/Coordination Efforts

A request has been made to WSDOT Aviation to amend our grant to cover 90% of these additional services. Staff has not received a

response. If the request is not granted, staff may be able to include these additional fees in the grant for the project construction.

Since JUB Engineer's requested amendment puts their total contract amount over \$50,000, Staff is seeking Board approval to sign the amendment request in the amount of \$11,946.

ATTACHMENT 1B- Fee Breakdown

PROJECT TITLE:		Waterville Airport											
CLIENT:		Chelan Douglas Regional Port Authority											
JOB NUMBER:		45-21-034											
DATE:		April 28, 2022											
J-U-B Engineers, Inc. Fee Estimate - Additional Design Services													
TASK NO	PROJECT TASK	Principal	Senior Engineer	Project Manager	Design Engineer	CAD Designer	Environ. Specialist	Profess. Land Surveyor	2-Person Crew	Admin.	Trips	TOTAL HRS	TASK DIRECT COSTS
001. Project Management and Administration													
1	Coordination efforts	2	0	15	6	0	0	0	0	4	0	27	\$4,658.00
002. Preliminary Design Phase													
1	Addition of electrical vault/vault style restroom	0	0	0	8	2	0	0	0	0	0	10	\$1,262.00
2	Demo of existing hangar building	0	0	1	4	6	0	0	0	0	0	11	\$1,516.00
3	PAPI replacement	0	1	2	10	2	0	0	0	0	0	15	\$2,160.00
4	Wind indicator rehab	0	0	0	2	2	0	0	0	0	0	4	\$518.00
5	Runway edge light alternatives	0	0	4	8	0	0	0	0	0	0	12	\$1,832.00
Sub -Total Design		2	1	22	38	12	0	0	0	4	0	79	\$11,946.00
LABOR:													
Labor		2	1	22	38	12	0	0	0	4	0	79	\$11,946.00
EXPENSES:													
		Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles		Markup				
	Air Travel	\$600.00	0						1.0				\$0.00
	Mileage	\$0.585		0			0		1.0				\$0.00
	Per Diem	\$59.00			0				1.0				\$0.00
	Lodging	\$150.00			0				1.0				\$0.00
	GPS Survey Unit	\$31.33				0			1.0				\$0.00
	Printing	\$0.00							1.0				\$0.00
SUBCONSULTANTS:													
1							\$0		1.0				\$0.00
2							\$0		1.0				\$0.00
3							\$0		1.0				\$0.00
Subtotal - Labor													\$11,946.00
Subtotal - Expenses													\$0.00
Subtotal - Subconsultants													\$0.00
Total -Project Design Fees													\$11,946.00

Memo

To: Board of Directors

From: Stacie de Mestre

Date: May 19, 2022

Re: TO Engineers Task Order 22-11 – MALSR Construction Management

Attached please find TO Engineer's proposed Task Order 22-11 for the Runway 12 MALSR Construction Management in the amount of \$168,000. Previous task orders have been approved and completed for ALS planning, preliminary lighting system design, and final design. Services to be provided under this task order include:

- Project administration and management
- Pre-construction coordination
- Construction inspections
- Verification and as-built surveys
- As-built drawings
- Airport Layout Plan update

An overview of the current MALSR budget will be presented at Tuesday's meeting.

Staff is seeking Board approval to execute TO Engineers Task Order 22-11 for the Runway 12 MALSR Construction Management.



Pangborn Memorial Airport A/E Services
Task Order 22-11 – Runway 12 MALSR
Construction Management

Table with 2 columns: Task Order No./Fee Amount (T&M) and Schedule. Values include 22-11, \$168,000, NTP: May 24, 2022, Start Date: June 13, 2022, End Date: March 15, 2023.

PROJECT UNDERSTANDING

This project includes construction management and administration services for the Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR), to be installed on the approach end of Runway 12. Final Design and Bidding is via Task Order 21-03. The work includes pre-construction coordination, assistance with procurement of a MALSR Shelter & MALSR Equipment, Owner-FAA coordination, construction inspection, construction management/administration, utility coordination, commissioning and close-out support. The Consultant Team will provide services as described below.

ITEMS TO BE COMPLETED BY CONSULTANT

T-O Engineers, Inc. proposes to provide the following services:

1. Project Administration and Management

Contract Administration: Prepare a Task Order Scope of Work for review by Airport staff. Discuss review comments with staff and revise the scope of work accordingly. Subconsultant Management: Coordinate with two subconsultants (Mead & Hunt and Erlandsen) regarding contracting procedures. Client-FAA Coordination: Advise and coordinate with airport staff and FAA staff on administrative and management tasks. Project Management and Administration: T-O project management and administration includes monthly cost accounting, budget analysis, invoicing, monitoring of project progress, and design schedule.

2. Pre-Construction Coordination

Contract Forms: Process Notice of Award, Agreement, bonds, insurance, NTP and other Contract documents. Issued For Construction Docs: Update the Bid Plans and Specifications to include Amendments and clarifications issued during the Bidding. FAA Coordination: Consultant team will coordinate directly with FAA ATO and EWSSC representatives to provide engineering and construction support, facilitate FAA reviews, equipment inspections, start-up and testing, commissioning, and flight checks.

3. Construction Services

Inspection: Mead & Hunt will provide a qualified Inspector / Resident Project Representative (RPR) to be on-site during significant construction activities. Check Surveys: Erlandsen will provide random survey checks during construction. Assume 24 hrs of field time and 24 hrs of office time.

4. Commissioning and Project Closeout

As-Built Survey: Erlandsen will record field markings and collect as-built data from structures and utilities installed as part of the MALSR project. As-Built Drawings: T-O will utilize as-built data provided by Erlandsen, in addition to red lines provided by site inspector and Contractor, to create an electronic version of record drawings. ALP Update: T-O will utilize as-built data to electronically update the current Airport Layout Plan, Sheet 4 only, to include the new infrastructure on the MALSR project.

EXCLUDED SERVICES

The CLIENT and CONSULTANT agree that the following items will be provided by the CLIENT and if added to the CONSULTANT's work will be considered as extra services:

- 1. Any fees, easements, or permit fees from City, State, County, irrigation or utility companies, etc.
2. Copying expenses for paper versions of the Plans, Specifications, Reports, etc.
3. AGIS Survey, Airport Diagram Update, Part 139 Signage & Marking Plan Update.



**Pangborn Memorial Airport A/E Services
Task Order 22-11 – Runway 12 MALSR
Construction Management**

- Stormwater Site Plan, SWPPP

SERVICES PROVIDED BY CLIENT

- A designated representative and safety officer with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Provide access and escort to the project site during the design and bidding process. Assist with locating any known utilities.
- Attend meetings and teleconferences as required.
- Review draft documents from Engineer within a reasonable amount of time and provide review comments in writing. All Owner review comments from various individuals and departments shall be provided in writing and will be returned to the Engineer as a single package representing all Owner’s review comments.
- Protection of CONSULTANT-supplied digital information or data, if any, from contamination, misuse, or changes.

DELIVERABLES

- IFC Plans and Contract Documents (Specifications) in electronic .pdf formatted files.
- Meeting minutes, diaries, reports, as-built drawings, Final Engineer's Report; all in electronic .pdf format.

CONSTRUCTION SCHEDULE

ACTIVITY	DATE
Start Pre-Construction Coordination (Task 22-11)	Jun 9, 2022
Start Construction	Jul 18, 2022
End Construction	Sep 23, 2022
Commissioning	Sep-Oct 2022
MALSR Flight Check and Procedure Flight Check	Oct 2022
Submit Flight Procedure Change to NFDC	Dec 29, 2022
FAA publish Flight Procedure Change	Feb 23, 2023
Submit Airspace Facility Directory (A/FD) Change	Mar 2023

(56 day airspace publication cycle)

Note: Dates are subject to change based on procurement, weather, and FAA staff availability.

Personnel Hour Estimate (T-O Engineers)

ITEM NO.	DESCRIPTION	Total	Principal	PM / Sr. Planner	Project Engineer	Senior Inspector	Staff Engineer	Admin
	<i>Rate per Hour</i>		\$225	\$200	\$170	\$135	\$120	\$70
1.	Project Admin. & Management	36	6	24				6
2.	Pre-Construction Coordination	36		8	8	8	8	4
3.	Construction Services	250	10	40	20	80	80	20
4.	Commissioning & Closeout Services	168			4	40	120	4
	<i>Estimated Hours</i>	490	16	72	32	128	208	34
	<i>Estimated Labor Expense:</i>	\$68,060.00	\$3,600.00	\$14,400.00	\$5,440.00	\$17,280.00	\$24,960.00	\$2,380.00
	<i>Reimbursable Expense:</i>	\$10,096.15						
	<i>Subconsultant Expense (Erlandsen):</i>	\$6,000.00						
	<i>Subconsultant Expense (Mead & Hunt):</i>	\$80,000.00						
	<i>Administrative Fee (4%)</i>	\$3,843.85						

Total Estimated Expense: \$168,000.00

* The fee for services rendered will be paid on a time and materials basis.

Client and Consultant have made and executed this Task Order pursuant to the Agreement dated March 28, 2022.

Jim Kuntz, CEO
Chelan Douglas Regional Port Authority

James R. Norvell, Regional Manager
T-O Engineers, Inc.

Date: _____

Date: **May 19, 2022**

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

Financial Statements

(Cash Basis)

December 31, 2021

I N D E X

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Chelan Douglas Regional Port Authority
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2021

Beginning Cash and Investments		
3083100	Restricted	220,512
3085100	Assigned	770,190
3089100	Unassigned	13,529,200
	Total Cash and Investments	<u>14,519,902</u>
Revenues		
3111000	Property Tax	-
3331400	Federal Indirect Grant from Department of Housing and Urban Development - CDBG	35,000
3312000	U.S. Department of Transportation - FAA Grant	3,912,059
3312000	U.S. Department of Transportation - FAA PFC Funds	162,434
3316600	U.S. Environmental Protection Agency Grant	85,628
3319700	Department of Homeland Security - TSA	11,603
3340360	WA State Department of Transportation	185,764
3340420	WA State Department of Commerce Grants	331,536
3370000	Local Grants, Entitlements and Other Payments	-
3445000	Sales of Fuel	2,226,128
3446000	Airports and Ports Services	6,423,906
3611000	Investment Earnings	112,652
3699100	Miscellaneous Other	2,753
	Total Revenues	<u>13,489,463</u>
Expenditures		
5460010	Salaries	2,052,889
5460020	Benefits	636,601
5460030	Supplies	1,703,783
5460040	Services - Small Business Grants	38,020
5460040	Services	4,331,514
	Total Expenditures	<u>8,762,807</u>
	Excess (Deficiency) Revenues over Expenses	4,726,656

Other Increases	
3821000 Refundable Deposits	46,810
3822000 Retainage Deposits	49,910
3850000 Special Item - Cash from Port of Chelan County	2,271,559
3850000 Special Item - Cash from Port of Douglas County	1,087,000
3951000 Proceeds from Sales of Capital Assets	<u>24,080</u>
Total Other Increases	<u>3,479,359</u>
Other Decreases	
5821000 Refund of Deposits	21,421
5822000 Refund of Retainage	99,327
5914670 Debt Repayment - Port of Chelan County	78,639
5924680 Interest and Other Debt Service Cost	30,928
5944660 Capital Expenditures/Expenses	<u>4,794,448</u>
Total Other Decreases	<u>5,024,763</u>
Increase (Decrease) in Cash and Investments	3,181,252
Ending Cash and Investments	
5083100 Restricted	339,555
5085100 Assigned	340,275
5089100 Unassigned	<u>17,021,324</u>
Total Ending Cash and Investments	<u>\$ 17,701,154</u>

Chelan Douglas Regional Port Authority Notes to Financial Statements

Note 1 - Summary of Significant Accounting Policies

The Chelan Douglas Regional Port Authority (Port Authority) was established in 2019, with operations commencing on January 1, 2020, and operates under the laws of the state of Washington applicable to port districts. The Port Authority is a special purpose local government entity and provides industrial parks, airport, tourism and economic development services to the general public, and is supported through user charges and tax revenues.

The Port Authority is governed by a six-member board composed of the elected Commissioners of the Port of Chelan County and Port of Douglas County.

The Port Authority reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System* (BARS) Manual prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from generally accepted accounting principles (GAAP) in the following manner:

- Financial transactions are recognized on a cash basis of accounting as described below.
- Component units are required to be disclosed, but are not included in the financial statements (see Note 3 - Functional Consolidation).
- Government-wide statements, as defined in GAAP, are not presented.
- All funds are presented, rather than a focus on major funds.
- The *Schedule of Liabilities* is required to be presented with the financial statements as supplementary information.
- Supplementary information required by GAAP is not presented.
- Ending balances for proprietary and fiduciary funds are presented using classifications that are different from the ending net position classifications in GAAP.

A. Fund Accounting

Financial transactions of the government are reported in individual funds. Each fund uses a separate set of self-balancing accounts that comprises its cash and investments, revenues and expenditures. The government's resources are allocated to and accounted for in individual funds depending on their intended purpose. Each fund is reported as a separate column in the financial statements, except for fiduciary funds, which are presented by fund types. The total column is presented as "memo only" because any interfund activities are not eliminated. The following fund types are used:

GOVERNMENTAL FUND TYPES:

General Fund

This fund is the primary operating fund of the government. It accounts for all financial resources except those required or elected to be accounted for in another fund.

B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus. Revenues are recognized when cash is received and expenditures are recognized when paid.

C. Cash and Investments

See Note 2, *Deposits and Investments*.

D. Capital Assets

Capital assets are assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Capital assets and inventory are recorded as capital expenditures when purchased.

E. Compensated Absences

Vacation leave maybe accumulated up to 240 hours and is payable upon separation or retirement.

Sick leave may accumulate up to 480 hours, and is not payable upon resignation or termination of employment, other than retirement. If an employee retires under the Public Employees Retirement System (PERS), at the time of termination of employment, the Port Authority shall contribute an amount equal to 25% of the value of accrued unused sick leave to a Voluntary Beneficiary Association Account (VEBA). In addition, for those employees that start the calendar year with the maximum hours of sick leave accrued, and during the year use less sick leave then the amount accrued, will also receive a contribution of 25% of the excess accrual to a VEBA account.

F. Long-Term Debt

See Note 4 - *Long-Term Debt*.

G. Restricted and Committed Portion of Ending Cash and Investments

Beginning and Ending Cash and Investments are reported as restricted or committed when it is subject to restrictions on use imposed by external parties or due to internal commitments established by the Board of Directors. When expenditures that meet restrictions are incurred, the Port Authority intends to use the most restricted resources first.

As of December 31, 2021, the Port Authority held \$339,555 in restricted funds. These Passenger Facility Charges may only be used to fund FAA approved projects.

Assigned Cash and Investments reflect the portion of funds that are intended to be used for a specific purpose that are neither restricted nor committed. Funds Assigned for specific use consist of \$340,275 for the Air Service Investment Program (ASIP).

Note 2 - Deposits and Investments

It is the Port Authority’s policy to invest all temporary cash surpluses.

Custodial credit risk for deposits is the risk that, in event of a failure of a depository financial institution, the Port Authority would not be able to recover deposits or would not be able to recover collateral securities that are in possession of an outside party. The Port Authority’s deposits and certificates of deposit are mostly covered by federal depository insurance (FDIC) or by collateral held in a multiple financial institution collateral pool administered by the Washington Public Deposit Protection Commission (PDPC).

Investments are reported at original cost.

Investments by type at December 31, 2021 are as follows:

<u>Type of Investment</u>	<u>Port Authority’s Own Investments</u>	<u>Investments held by Port Authority as an agent for other local governments, individuals or private organizations.</u>	<u>Total</u>
Cash in Bank	\$13,615,465	\$ _____	\$13,615,465
U.S. Government Securities	4,085,689	_____	4,085,689
Other:	_____	_____	_____
Total	<u>\$17,701,154</u>	_____	<u>\$17,701,154</u>

All investments are insured, registered or held by the Port Authority or its agent in the government’s name.

Note 3 - Functional Consolidation

The Port of Chelan County and Port of Douglas County (Ports) operate jointly as the Chelan Douglas Regional Port Authority (Port Authority). The Port Authority was formed by resolution effective January 1, 2020, for the purpose of functionally consolidating both Ports’ operations, and as an ownership and operational entity for Pangborn Memorial Airport. The Joint Venture is governed by a six-member board composed of the three Commissioners from each Port District.

The Ports are obligated to remit all revenues to support the Port Authority’s operations, capital acquisitions and debt service. Upon potential dissolution of the joint venture, the assets and liabilities would be distributed to the Ports according to the initial contributions, then according to a ratio based on free cash flow from each Port, as defined in the Interlocal Agreement.

During 2021, the Port of Chelan County contributed \$2,271,559, and the Port of Douglas County contributed \$1,087,000 toward operations.

Complete financial statements for each entity can be obtained from the Port Authority administrative office located at One Campbell Parkway, Suite A, East Wenatchee, WA or electronically via the website for the Office of the Washington State Auditor:

sao.wa.gov/reports-data/audit-reports/

Note 4 - Long-Term Debt

The accompanying Schedule of Liabilities provides more details of the outstanding debt and liabilities of the Port Authority and summarizes the Port Authority’s debt transactions for year ended December 31, 2021.

Note 5 - Pension Plans

State Sponsored Pension Plans

Substantially all Port Authority full-time and qualifying part-time employees participate in the following statewide retirement systems administered by the Washington State Department of Retirement Systems (DRS), under cost-sharing, multiple-employer public employee defined benefit and defined contribution retirement plans.

The State Legislature establishes, and amends, laws pertaining to the creation and administration of all public retirement systems.

The Department of Retirement Systems, a department within the primary government of the State of Washington, issues a publicly available annual comprehensive financial report (ACFR) that includes financial statements and required supplementary information for each plan. The DRS ACFR may be obtained by writing to:

Department of Retirement Systems
 Communications Unit
 P.O. Box 48380
 Olympia, WA 98540-8380

Also, the DRS ACFR may be downloaded from the DRS website at www.drs.wa.gov.

At June 30, 2021, the Port Authority’s proportionate share of the collective net pension liabilities, as reported on the Schedule of Liabilities, was as follows:

Plan	Employer Contributions	Allocation Percentage	Liability (Asset)
PERS 1	\$ 82,677	0.011099%	\$ 135,545
PERS 2/3	\$ 134,981	0.014249%	\$ (1,419,430)
LEOFF 2	\$ 3,076	0.001543%	\$ (89,624)

LEOFF Plan 2

The Port Authority also participates in the LEOFF Plan 2. The Legislature, by means of a special funding arrangement, appropriates money from the state general fund to supplement the current service liability and fund the prior service costs of Plan 2 in accordance with the recommendations of the Pension Funding Council and the LEOFF Plan 2 Retirement Board. This special funding situation is not mandated by the state constitution and could be changed by statute.

Note 6 - Risk Management

The Port Authority is a member of the Enduris Washington (Pool). Chapter 48.62 RCW provides the exclusive source of local government entity authority to individually or jointly self-insure risks, jointly purchase insurance or reinsurance, and to contract for risk management, claims, and administrative services. The Pool was formed July 10, 1987 pursuant to the provisions of Chapter 48.62 RCW, Chapter 200-100 WAC, and Chapter 39.34 RCW when two counties and two cities in the State of Washington joined together by signing an interlocal governmental agreement to fund their self-insured losses and jointly purchase insurance and administrative services. For the Pool's fiscal year ending August 31, 2021, there were 539 Enduris members representing a broad array of special purpose districts throughout the state.

The Enduris' program provides for various forms of joint self-insurance and reinsurance coverage for its members: Liability coverage, which includes: General Liability, Automobile Liability, Public Officials' Errors and Omissions liability, Terrorism liability and Employment Practices liability; Property coverage, which includes: Building and Contents, Mobile Equipment, Boiler and Machinery, and Business Interruption/Extra Expense; Automobile Physical Damage coverage; Cyber coverage; Crime blanket coverage; Named Position coverage; and an Identity Fraud reimbursement program. Pollution coverage is provided on a "claims made" coverage form. All other coverage is provided on an "occurrence" coverage form.

Members are responsible for a coverage deductible or co-pay on each covered loss. Each policy year members receive a Memorandum of Coverage (MOC) outlining the specific coverage, limits, and deductibles/co-pays that are applicable to them. In certain cases, the Pool may allow members to elect to participate in the programs at limits, coverage, deductibles, and co-pays that are specific to their needs. Enduris is responsible for payment of all covered losses above the member retention, up to the Pool self-insured retention (SIR). Enduris acquires excess/reinsurance from unrelated insurance companies to cover losses above the Pool's SIR up to the coverage maximum limit of liability. The tables below reflect the Pool's SIR, reinsurance limits and member deductibles/co-pays by coverage type.

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays (1)
Liability:				
Comprehensive General Liability	Per Occurrence	\$1 million	\$20 million	\$1,000 - \$100,000
Automobile Liability	Per Occurrence	\$1 million	\$20 million	\$1,000 - \$100,000
Public Officials Errors and Omissions Liability	Each Wrongful Act Member Aggregate	\$1 million	\$20 million \$20 million	\$1,000 - \$100,000
Terrorism Liability (2)	Per Occurrence Pool Aggregate	\$500,000 \$1 million	\$0 Fully funded by Pool	\$1,000 - \$100,000
Employment Practices Liability	Per Occurrence Member Aggregate	\$1 million	\$20 million \$20 million	20% Copay(3)

- (1) Members may request or be required to pay a higher deductible than the minimum for certain coverage and certain types of losses require a specific co-pay or deductible
- (2) Terrorism liability is fully funded by the Pool i.e. no excess/reinsurance is procured.
- (3) Members pay a 20% co-pay of costs up to a maximum of \$100,000. By meeting established guidelines, the co-pay may be waived.

Property (2):

Buildings and Contents	Per Occurrence	\$250,000	\$800 million	\$1,000 - \$250,000
Mobile Equipment	Per Occurrence	\$250,000	\$800 million	\$1,000 - \$250,000
Boiler and Machinery (3)	Per Occurrence	Varies	\$100 million	Varies
Business Interruption (BI)/ Extra Expense (EE) (4)	Per Occurrence	\$250,000	\$100 million (BI)/ \$50 million (EE)	\$1,000 - \$250,000

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays (1)
Sublimit (5):				
Flood	Per Occurrence	\$250,000	\$50 million (shared by Pool members)	\$1,000 - \$250,000
Earthquake	Per Occurrence	5%; \$500,000 maximum	\$10 million (shared by Pool members)	\$1,000 - \$250,000
Terrorism Primary	Per Occurrence Pool Aggregate	\$250,000	\$100 million/ Pool member \$200 million	\$1,000 - \$250,000
Terrorism Excess	Per Occurrence APIP Per Occurrence APIP Aggregate	\$500,000	\$600 million/Pool member \$1.2 billion/APIP \$1.4 billion/APIP	\$0
Automobile Physical Damage (6)	Per Occurrence	\$25,000; \$100,000 for Emergency Vehicles	\$800 million	\$250 - \$1,000
Crime Blanket (7)	Per Occurrence	\$50,000	\$1 million	\$1,000
Named Position (8)	Per Occurrence	\$50,000	\$1 million	\$1,000
Cyber (9)	Each Claim APIP Aggregate	\$100,000	\$2 million \$25 million	20% Copay
Identity Fraud Expense Reimbursement (10)	Member Aggregate	\$0	\$25,000	\$0

(1) Members may request or be required to pay a higher deductible than the minimum for certain coverage and certain types of losses require a specific co-pay or deductible.

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays (1)
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- (2) Property coverage for each member is based on detailed property schedule. Scheduled items are covered to the extent of the cost of repair or replacement pursuant to the excess/reinsurance policy terms. Under the Alliant Property Insurance Program (APIP) Reinsurance carriers cover insured losses over \$250,000 to the limit of \$800 million except for certain types of sub-limited property losses such as flood, earthquake, and terrorism.
- (3) Boiler and Machinery self-insured retention for the Pool varies depending on motor horsepower.
- (4) Business Interruption/ Extra expense coverage is based on scheduled revenue generating locations/operations. A limited number of members schedule and the rest are limited to \$500,000 of coverage with a \$2.5 million Pool maximum for undeclared exposure. The waiting period (deductible) is typically 24 hours but there are exceptions specific to the type of exposure covered.
- (5) This sublimit list is simplified and is not all-inclusive. In addition, sub-limits are often shared or aggregated by all pool members and, in a few cases, are shared by all APIP members. Deductibles often vary by coverage sub-limit.
- (6) Auto Physical Damage coverage includes comprehensive, named perils and collision. Coverage for each member is based on a detail vehicle schedule.
- (7) Crime Blanket coverage (also referred to as "Employee Dishonesty Coverage with Faithful Performance" of \$2,500 is provided to each member. Member's may elect to "buy-up" the level of coverage from \$5,000 to \$1 million.
- (8) Named Position coverage is optional. Members may elect to schedule various employees, directors, and commissioners, with individual limits of between \$5,000 and \$1 million.
- (9) Cyber coverage is included under the Pool's Property program. Members are subject to a 20% co-pay per loss and the Pool's SIR is tiered between \$50,000 and \$100,000 depending on the insured/members property TIV with an 8 hour waiting period. By meeting established guidelines, the co-pay may be waived. The reinsurance maximum limit of liability is \$2 million, with various declared sub-limits.
- (10) Identity Fraud Expense Reimbursement coverage is purchased by Enduris. Member claims do not have a deductible. There is a \$25,000 limit per member.

Members make an annual contribution to fund the Pool. Since Enduris is a cooperative program, there is joint liability among the participating members. There were no claim settlements in excess of the insurance coverage in any of the last three policy years.

Upon joining the Pool, members are contractually obligated to remain in the Pool for a minimum of one year and must give notice 60 days before renewal in order to terminate participation. The Interlocal Governmental Agreement (formerly known as the Master Agreement) is automatically renewed each year unless provisions for withdrawal or termination are applied. Even after termination, a member is still responsible for contribution to Enduris for any unresolved, unreported and in process claims for the period they were a signatory to the Interlocal Governmental Agreement.

Enduris is fully funded by its member participants. Claims are filed by members with the Pool who determines coverage and administers the claims.

The Pool is governed by a Board of Directors which is comprised of seven board members. The Pool's members elect the Board, and the positions are filled on a rotating basis. The Board meets quarterly and is responsible for overseeing the business affairs of Enduris and providing policy direction to the Pool's Executive Director.

Note 7 - COVID-19 Pandemic

In February 2020, the Governor of the state of Washington declared a state of emergency in response to the spread of COVID-19. Precautionary measures to slow the spread of the virus continued throughout 2021. These measures included limitations on business operations, public events, gatherings, travel and in-person interactions.

The Port Authority proactively implemented safety measures, and operations have remained unchanged. Management continues to monitor the situation for any operational or financial effects and is ready to respond appropriately as needed. To date, the Port Authority has not experienced any direct financial impacts due to the pandemic.

The length of time these measures will continue to be in place, and the full extent of the financial impact on the Port Authority is unknown at this time.

Note 8 - Other Disclosures

Contingency

The Port Authority participates in a number of federal, state and locally assisted programs. The grants the Port Authority receives under these programs are subject to audit by the grantors or their representatives. Such audits could result in requests for reimbursement to grantor agencies for expenditures disallowed under the terms of the grants. Management believes that such disallowances, if any, will be immaterial.

Chelan Douglas Regional Port Authority
Schedule of Liabilities
For the Year Ended December 31, 2021

I.D. NO.	Description	Maturity/ Payment Due Date	Beginning Balance 1/1/2021	Additions	Reductions	Ending Balance Debt 12/31/21
	General Obligation Debt/Liabilities					
	Total General Obligation Debt/Liabilities		-	-	-	-
	Revenue and Other Debt/Liabilities					
259.12	Compensated Absences		130,279	117,268	110,444	137,103
263.99	Lessee Deposits		684,980	45,836	447,240	283,576
264.30	Pension Liability		570,184	-	434,639	135,545
	Total Revenue and Other Debt/Liabilities		1,385,443	163,104	992,323	556,224
	Total Liabilities		\$ 1,385,443	\$ 163,104	\$ 992,323	\$ 556,224

Chelan Douglas Regional Port Authority
Schedule of State Financial Assistance
For the Year Ended December 31, 2021

State Agency BARS Account	Program Title	Identification #	Amount
#3340420 Washington State Department of Commerce	Associate Development Organization Program	S20-75106-004	\$ 29,644
#3340420 Washington State Department of Commerce	Working Washington, Small Business Emergency Grant Program	21-00021-003	1,871
#3340420 Washington State Department of Commerce	Associate Development Organization Disaster Relief Response	N/A	100,000
#3340420 Washington State Department of Commerce	Associate Development Organization Program	S20-75106-009	25,000
#3340420 Washington State Department of Commerce	Working Washington, Small Business Emergency Grant Program	21-00021-008	2,009
#3340420 Washington State Department of Commerce	Associate Development Organization Disaster Relief Response	N/A	100,000
#3340420 Washington State Department of Commerce	Associate Development Organization Program	S22-75106-003	37,500
#3740360 Washington State Department of Transportation	Washington Airport Aid Program	GCB 3386, WAT-01-20	185,764
#3340420 Washington State Department of Commerce	Adaptive Reuse - Giga Watt Site	S20-790A0-198	35,512
	Total State Financial Assistance		\$ 517,300

Chelan Douglas Regional Port Authority
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2021

Note 1 - Basis of Accounting

This Schedule is prepared on the same basis of accounting as the Port Authority's financial statements. The Port Authority uses the cash basis of accounting.

Note 2 - Federal De Minimis Indirect Cost Rate

The Port Authority has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

Note 3 - Program Costs

The amounts shown as current year expenditures represent only the federal grant portion of the program costs. Entire program costs, including the Port Authority's portion, may be more than shown. Such expenditures are recognized following, as applicable, either the cost principles in the OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**PORT DISTRICT OF
CHELAN COUNTY, WASHINGTON**

Financial Statements

(Cash Basis)

December 31, 2021

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Port District of Chelan County, Washington
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2021

Beginning Cash and Investments		
3085100	Assigned	\$ -
3089100	Unassigned	36,715
	Total Cash and Investments	<u>36,715</u>
Revenues		
3111000	Property Tax	3,256,136
3316600	U.S. Environmental Protection Agency Grant	85,628
3340420	Department of Commerce Grants	145,476
3370000	Local Grants, Entitlements and Other Payments	-
3446000	Airports and Ports Services	5,767
3611000	Investment Earnings	921
3694000	Settlements	1,474,130
3699100	Miscellaneous Other	109,039
	Total Revenues	<u>5,077,097</u>
Expenditures		
5460030	Supplies	416
5460040	Services	266,863
	Total Expenditures	<u>267,279</u>
	Excess (Deficiency) Revenues over Expenses	4,809,818
Other Increases		
3911000	General Obligation Bonds Issued	-
	Total Other Increases	<u>-</u>
Other Decreases		
5850000	Special Items - Investment in Joint Venture	2,271,559
5914670	Debt Repayment - Airports and Ports	177,167
5924680	Interest and Other Debt Service Cost	56,711
5944660	Capital Expenditures/Expenses	641,712
	Other Decreases	<u>3,147,149</u>
	Increase (Decrease) in Cash and Investments	1,662,669
Ending Cash and Investments		
5085100	Assigned	-
5089100	Unassigned	1,699,384
	Total Ending Cash and Investments	<u>\$ 1,699,384</u>

Port District of Chelan County, Washington Notes to Financial Statements

Note 1 - Summary of Significant Accounting Policies

The Port of Chelan County (Port) was established in 1958 and operates under the laws of the state of Washington applicable to port districts. The Port is a special purpose local government entity and provides industrial park, airport, tourism and economic development services to the general public, and is supported through user charges and tax revenues.

The Port is governed by an elected three member commission.

The Port reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System* (BARS) Manual prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from Generally Accepted Accounting Principles (GAAP) in the following manner:

- Financial transactions are recognized on a cash basis of accounting as described below.
- Component units are required to be disclosed, but are not included in the financial statements (see Note 4 - Joint Venture).
- Government-wide statements, as defined in GAAP, are not presented.
- All funds are presented, rather than a focus on major funds.
- The *Schedule of Liabilities* is required to be presented with the financial statements as supplementary information.
- Supplementary information required by GAAP is not presented.
- Ending balances for proprietary and fiduciary funds are presented using classifications that are different from the ending net position classifications in GAAP.

A. Fund Accounting

Financial transactions of the government are reported in individual funds. Each fund uses a separate set of self-balancing accounts that comprises its cash and investments, revenues and expenditures. The government's resources are allocated to and accounted for in individual funds depending on their intended purpose. Each fund is reported as a separate column in the financial statements, except for fiduciary funds, which are presented by fund types. The total column is presented as "memo only" because any interfund activities are not eliminated. The following fund types are used:

GOVERNMENTAL FUND TYPES:

General Fund

This fund is the primary operating fund of the government. It accounts for all financial resources except those required or elected to be accounted for in another fund.

B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus. Revenues are recognized when cash is received and expenditures are recognized when paid.

C. Cash and Investments

See Note 2, *Deposits and Investments*.

D. Capital Assets

Capital assets are assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Capital assets and inventory are recorded as capital expenditures when purchased.

E. Long-Term Debt

See Note 5, *Long-Term Debt*

F. Restricted and Committed Portion of Ending Cash and Investments

Beginning and Ending Cash and Investments are reported as restricted or committed when it is subject to restrictions on use imposed by external parties or due to internal commitments established by the Board of Commissioners. When expenditures that meet restrictions are incurred, the Port intends to use the most restricted resources first. The Port had no Restricted or Committed cash at December 31, 2021.

Note 2 - Deposits and Investments

It is the Port's policy to invest all temporary cash surpluses.

Custodial credit risk for deposits is the risk that, in event of a failure of a depository financial institution, the Port would not be able to recover deposits or would not be able to recover collateral securities that are in possession of an outside party. The Port's deposits and certificates of deposit are mostly covered by federal depository insurance (FDIC) or by collateral held in a multiple financial institution collateral pool administered by the Washington Public Deposit Protection Commission (PDPC).

All investments are insured, registered or held by the Port or its agent in the government's name.

Investments are reported at original cost. At December 31, 2021, Port cash and investments of \$1,699,384 were held in checking or savings accounts.

Note 3 - Property Tax

The county treasurer acts as an agent to collect property tax levied in the county for all taxing authorities. Collections are distributed after the end of each month.

Property tax revenues are recognized when cash is received by the Port. Delinquent taxes are considered fully collectible because a lien affixes to the property after tax is levied.

The Port's regular levy for the year 2021 was \$0.2281354926 per \$1,000 on an assessed valuation of \$14,378,511,484 or a total regular levy \$3,280,248.

Note 4 - Joint Venture – Chelan Douglas Regional Port Authority

The Port of Chelan County and Port of Douglas County (Ports) operate jointly as Chelan Douglas Regional Port Authority (Port Authority). The Port Authority was formed by resolution effective January 1, 2020, for the purpose of functionally consolidating both Ports' operations, and as an ownership and operational entity for Pangborn Memorial Airport. The Joint Venture is governed by a six-member board composed of the three Commissioners from each Port District.

The Ports are obligated to remit all revenues to support the Port Authority's operations, capital acquisitions and debt service. Upon potential dissolution of the joint venture, the assets and liabilities would be distributed to the Ports according to the initial contributions, then according to a ratio based on free cash flow from each Port, as defined in the Interlocal Agreement.

During 2021, the Port of Chelan County contributed \$2,271,559 toward operations.

Note 5 - Long-Term Debt

The accompanying Schedule of Liabilities provides more details of the outstanding debt and liabilities of the Port and summarizes the Port's debt transactions for year ended December 31, 2021.

The debt service requirements for general obligation bonds, revenue bonds and notes payable are as follows:

Year ending December 31,	Principal	Interest	Total
2022	\$ 259,085	\$ 84,360	\$ 343,445
2023	264,845	78,598	343,443
2024	222,239	72,677	294,916
2025	228,326	66,590	294,916
2026	234,582	60,333	294,915
2027-2031	1,273,072	201,503	1,474,575
2032-2035	810,168	45,137	855,305
Total	<u>\$ 3,292,317</u>	<u>\$ 609,198</u>	<u>\$ 3,901,515</u>

Note 6 - Risk Management

Port of Chelan County is a member of the Enduris Washington (Pool). Chapter 48.62 RCW provides the exclusive source of local government entity authority to individually or jointly self-insure risks, jointly purchase insurance or reinsurance, and to contract for risk management, claims, and administrative services. The Pool was formed July 10, 1987 pursuant to the provisions of Chapter 48.62 RCW, Chapter 200-100 WAC, and Chapter 39.34 RCW when two counties and two cities in the State of Washington joined together by signing an interlocal governmental agreement to fund their self-insured losses and jointly purchase insurance and administrative services. For the Pool’s fiscal year ending August 31, 2021, there were 539 Enduris members representing a broad array of special purpose districts throughout the state.

The Enduris’ program provides for various forms of joint self-insurance and reinsurance coverage for its members: Liability coverage, which includes: General Liability, Automobile Liability, Public Officials’ Errors and Omissions liability, Terrorism liability and Employment Practices liability; Property coverage, which includes: Building and Contents, Mobile Equipment, Boiler and Machinery, and Business Interruption/Extra Expense; Automobile Physical Damage coverage; Cyber coverage; Crime blanket coverage; Named Position coverage; and an Identity Fraud reimbursement program. Pollution coverage is provided on a “claims made” coverage form. All other coverage is provided on an “occurrence” coverage form.

Members are responsible for a coverage deductible or co-pay on each covered loss. Each policy year members receive a Memorandum of Coverage (MOC) outlining the specific coverage, limits, and deductibles/co-pays that are applicable to them. In certain cases, the Pool may allow members to elect to participate in the programs at limits, coverage, deductibles, and co-pays that are specific to their needs. Enduris is responsible for payment of all covered losses above the member retention, up to the Pool self-insured retention (SIR). Enduris acquires excess/reinsurance from unrelated insurance companies to cover losses above the Pool’s SIR up to the coverage maximum limit of liability. The tables below reflect the Pool’s SIR, reinsurance limits and member deductibles/co-pays by coverage type.

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays ⁽¹⁾
Liability:				
Comprehensive General Liability	Per Occurrence	\$1 million	\$20 million	\$1,000 - \$100,000
Automobile Liability	Per Occurrence	\$1 million	\$20 million	\$1,000 - \$100,000

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays ⁽¹⁾
Public Officials Errors and Omissions Liability	Each Wrongful Act Member Aggregate	\$1 million	\$20 million \$20 million	\$1,000 - \$100,000
Terrorism Liability ⁽²⁾	Per Occurrence Pool Aggregate	\$500,000 \$1 million	\$0 Fully funded by Pool	\$1,000 - \$100,000
Employment Practices Liability	Per Occurrence Member Aggregate	\$1 million	\$20 million \$20 million	20% Copay ⁽³⁾

(1) Members may request or be required to pay a higher deductible than the minimum for certain coverage and certain types of losses require a specific co-pay or deductible

(2) Terrorism liability is fully funded by the Pool i.e. no excess/reinsurance is procured.

(3) Members pay a 20% co-pay of costs up to a maximum of \$100,000. By meeting established guidelines, the co-pay may be waived.

Property ⁽²⁾:

Buildings and Contents	Per Occurrence	\$250,000	\$800 million	\$1,000 - \$250,000
Mobile Equipment	Per Occurrence	\$250,000	\$800 million	\$1,000 - \$250,000
Boiler and Machinery ⁽³⁾	Per Occurrence	Varies	\$100 million	Varies
Business Interruption (BI)/ Extra Expense(EE) ⁽⁴⁾	Per Occurrence	\$250,000	\$100 million (BI)/ \$50 million (EE)	\$1,000 - \$250,000
Sublimit ⁽⁵⁾ :				
Flood	Per Occurrence	\$250,000	\$50 million (shared by Pool members)	\$1,000 - \$250,000
Earthquake	Per Occurrence	5%; \$500,000 maximum	\$10 million (shared by Pool members)	\$1,000 - \$250,000

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays ⁽¹⁾
Terrorism Primary	Per Occurrence Pool Aggregate	\$250,000	\$100 million/ Pool member \$200 million	\$1,000 - \$250,000
Terrorism Excess	Per Occurrence APIP Per Occurrence APIP Aggregate	\$500,000	\$600 million/Pool member \$1.2 billion/APIP \$1.4 billion/APIP	\$0
Automobile Physical Damage⁽⁶⁾	Per Occurrence	\$25,000; \$100,000 for Emergency Vehicles	\$800 million	\$250 - \$1,000
Crime Blanket⁽⁷⁾	Per Occurrence	\$50,000	\$1 million	\$1,000
Named Position⁽⁸⁾	Per Occurrence	\$50,000	\$1 million	\$1,000
Cyber⁽⁹⁾	Each Claim APIP Aggregate	\$100,000	\$2 million \$25 million	20% Copay
Identity Fraud Expense Reimbursement⁽¹⁰⁾	Member Aggregate	\$0	\$25,000	\$0

- (1) Members may request or be required to pay a higher deductible than the minimum for certain coverage and certain types of losses require a specific co-pay or deductible.
- (2) Property coverage for each member is based on detailed property schedule. Scheduled items are covered to the extent of the cost of repair or replacement pursuant to the excess/reinsurance policy terms. Under the Alliant Property Insurance Program (APIP) Reinsurance carriers cover insured losses over \$250,000 to the limit of \$800 million except for certain types of sub-limited property losses such as flood, earthquake, and terrorism.
- (3) Boiler and Machinery self-insured retention for the Pool varies depending on motor horsepower.
- (4) Business Interruption/ Extra expense coverage is based on scheduled revenue generating locations/operations. A limited number of members schedule and the rest are limited to \$500,000 of coverage with a \$2.5 million Pool maximum for undeclared exposure. The waiting period (deductible) is typically 24 hours but there are exceptions specific to the type of exposure covered.
- (5) This sublimit list is simplified and is not all-inclusive. In addition, sub-limits are often shared or aggregated by all pool members and, in a few cases, are shared by all APIP members. Deductibles often vary by coverage sub-limit.
- (6) Auto Physical Damage coverage includes comprehensive, named perils and collision. Coverage for each member is based on a detail vehicle schedule.

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays ⁽¹⁾
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- (7) Crime Blanket coverage (also referred to as "Employee Dishonesty Coverage with Faithful Performance" of \$2,500 is provided to each member. Member's may elect to "buy-up" the level of coverage from \$5,000 to \$1 million.
- (8) Named Position coverage is optional. Members may elect to schedule various employees, directors, and commissioners, with individual limits of between \$5,000 and \$1 million.
- (9) Cyber coverage is included under the Pool's Property program. Members are subject to a 20% co-pay per loss and the Pool's SIR is tiered between \$50,000 and \$100,000 depending on the insured/members property TIV with an 8 hour waiting period. By meeting established guidelines, the co-pay may be waived. The reinsurance maximum limit of liability is \$2 million, with various declared sub-limits.
- (10) Identity Fraud Expense Reimbursement coverage is purchased by Enduris. Member claims do not have a deductible. There is a \$25,000 limit per member.

Members make an annual contribution to fund the Pool. Since Enduris is a cooperative program, there is joint liability among the participating members. There were no claim settlements in excess of the insurance coverage in any of the last three policy years.

Upon joining the Pool, members are contractually obligated to remain in the Pool for a minimum of one year and must give notice 60 days before renewal in order to terminate participation. The Interlocal Governmental Agreement (formerly known as the Master Agreement) is automatically renewed each year unless provisions for withdrawal or termination are applied. Even after termination, a member is still responsible for contribution to Enduris for any unresolved, unreported and in process claims for the period they were a signatory to the Interlocal Governmental Agreement.

Enduris is fully funded by its member participants. Claims are filed by members with the Pool who determines coverage and administers the claims.

The Pool is governed by a Board of Directors which is comprised of seven board members. The Pool's members elect the Board, and the positions are filled on a rotating basis. The Board meets quarterly and is responsible for overseeing the business affairs of Enduris and providing policy direction to the Pool's Executive Director.

Note 7 - COVID-19 Pandemic

In February 2020, the Governor of the state of Washington declared a state of emergency in response to the spread of COVID-19. Precautionary measures to slow the spread of the virus continued throughout 2021. These measures included limitations on business operations, public events, gatherings, travel and in-person interactions.

The Port proactively implemented safety measures, and operations have remained unchanged. Management continues to monitor the situation for any operational or financial effects and is ready to respond appropriately as needed. To date, the Port has not experienced any direct financial impacts due to the pandemic.

The length of time these measures will continue to be in place, and the full extent of the direct or indirect financial impact on the Port is unknown at this time.

Note 8 - Other Disclosures

Contingency

The Port participates in a number of federal, state and locally assisted programs. The grants the Port receives under these programs are subject to audit by the grantors or their representatives. Such audits could result in requests for reimbursement to grantor agencies for expenditures disallowed under the terms of the grants. Management believes that such disallowances, if any, will be immaterial.

Port District of Chelan County, Washington
Schedule of Liabilities
For the Year Ended December 31, 2021

I.D. NO.	Description	Maturity/ Payment Due Date	Beginning Balance 1/1/2021	Additions	Reductions	Ending Balance Debt 12/31/21
General Obligation Debt/Liabilities						
251.41	Cashmere Mill Site Buildings Bond	12/01/35	\$ 2,713,415	\$ -	\$ 151,587	\$ 2,561,828
263.83	CERB Loan - Construction of CTC	01/26/23	145,588	-	48,529	97,059
263.83	CERB Loan - Sunset Hwy Improvements	01/25/30	685,889	-	52,459	633,430
	Total General Obligation Debt/Liabilities		3,544,892	-	252,575	3,292,317
Revenue and Other Debt/Liabilities						
	Total Revenue and Other Debt/Liabilities		-	-	-	-
	Total Liabilities		\$ 3,544,892	\$ -	\$ 252,575	\$ 3,292,317

Port District of Chelan County, Washington
Schedule of State Financial Assistance
For the Year Ended December 31, 2021

State Agency BARS Account	Program Title	Identification #	Amount
#3340420 Washington State Department of Commerce	Associate Development Organization Program	S20-75106-004	\$ 44,465
#3340420 Washington State Department of Commerce	Working Washington, Small Business Emergency Grant Program	21-00021-003	\$ 1,011
#3340420 Washington State Department of Commerce	Associate Development Organization Disaster Relief Response	N/A	\$ 100,000
Total State Financial Assistance			\$ 145,476

Port District of Chelan County, Washington
 Schedule of Expenditures of Federal Awards
 For the Year Ended December 31, 2021

CFDA #	COVID-19 Expenditures	Federal Agency Name	Federal Program Name	Pass-Thru Agency Name	Other Award I.D. Number	R&D	Total	Passed Through to Subrecipients	Footnote Ref.	
66.818	No	US Environmental Protection Agency	Brownfields Multipurpose		BF-01J86501-0		\$ 85,628	\$ 85,628	1, 2	
Total Expenditures of Federal Awards								\$ 85,628	\$ 85,628	

Port District of Chelan County, Washington
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2021

Note 1 - Basis of Accounting

This Schedule is prepared on the same basis of accounting as the Port's financial statements. The Port uses the cash basis of accounting.

The amounts shown as current year expenditures represent only the federal grant portion of the program costs. Entire program costs, including the Port's portion, may be more than shown. Such expenditures are recognized following, as applicable, either the cost principles in the OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 2 - Federal De Minimis Indirect Cost Rate

The Port has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

**PORT DISTRICT OF
DOUGLAS COUNTY, WASHINGTON**

Financial Statements

(Cash Basis)

December 31, 2021

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Port District of Douglas County, Washington
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2021

Beginning Cash and Investments		
3085100 Assigned		438,568
3089100 Unassigned		<u>22,542</u>
Total Cash and Investments		461,110
Revenues		
3111000 Property Tax		1,127,793
3340420 Department of Commerce Grants		139,509
3370000 Local Grants, Entitlements and Other Payments		80,000
3446000 Airports and Ports Services		7,082
3611000 Investment Earnings		153
3699100 Miscellaneous Other		<u>-</u>
Total Revenues		1,354,537
Expenditures		
5460030 Supplies		-
5460040 Services		<u>139,509</u>
Total Expenditures		<u>139,509</u>
Excess (Deficiency) Revenues over Expenses		1,215,028
Other Decreases		
5850000 Special Items - Investment in Joint Venture		1,087,000
5914670 Debt Repayment - Airports and Ports		526,818
5924680 Interest and Other Debt Service Cost		1,673
5944660 Capital Expenditures/Expenses		<u>-</u>
Other Decreases		<u>1,615,491</u>
Increase (Decrease) in Cash and Investments		(400,463)
Ending Cash and Investments		
5085100 Assigned		-
5089100 Unassigned		<u>60,647</u>
Total Ending Cash and Investments		<u>\$ 60,647</u>

Port District of Douglas County, Washington Notes to Financial Statements

Note 1 - Summary of Significant Accounting Policies

The Port of Douglas County (Port) was established in 1958 and operates under the laws of the state of Washington applicable to port districts. The Port is a special purpose local government entity and provides industrial park, airport, tourism and economic development services to the general public, and is supported through user charges and tax revenues.

The Port is governed by an elected three member commission.

The Port reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System* (BARS) Manual prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from generally accepted accounting principles (GAAP) in the following manner:

- Financial transactions are recognized on a cash basis of accounting as described below.
- Component units are required to be disclosed, but are not included in the financial statements (see Note 4 – Joint Venture).
- Government-wide statements, as defined in GAAP, are not presented.
- All funds are presented, rather than a focus on major funds.
- The *Schedule of Liabilities* is required to be presented with the financial statements as supplementary information.
- Supplementary information required by GAAP is not presented.
- Ending balances for proprietary and fiduciary funds are presented using classifications that are different from the ending net position classifications in GAAP.

A. Fund Accounting

Financial transactions of the government are reported in individual funds. Each fund uses a separate set of self-balancing accounts that comprises its cash and investments, revenues and expenditures. The government's resources are allocated to and accounted for in individual funds depending on their intended purpose. Each fund is reported as a separate column in the financial statements, except for fiduciary funds, which are presented by fund types. The total column is presented as "memo only" because any interfund activities are not eliminated. The following fund types are used:

GOVERNMENTAL FUND TYPES:

General Fund

This fund is the primary operating fund of the government. It accounts for all financial resources except those required or elected to be accounted for in another fund.

B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus. Revenues are recognized when cash is received and expenditures are recognized when paid.

C. Cash and Investments

See Note 2, *Deposits and Investments*.

D. Capital Assets

Capital assets are assets with an initial individual cost of more than \$5,000 and an estimated useful life in excess of one year. Capital assets and inventory are recorded as capital expenditures when purchased.

E. Long-Term Debt

See Note 5, *Long-Term Debt*.

F. Restricted and Committed Portion of Ending Cash and Investments

Beginning and Ending Cash and Investments are reported as restricted or committed when it is subject to restrictions on use imposed by external parties or due to internal commitments established by the Board of Commissioners. When expenditures that meet restrictions are incurred, the Port intends to use the most restricted resources first. The Port had no Restricted or Committed cash at December 31, 2021.

Note 2 - Deposits and Investments

It is the Port's policy to invest all temporary cash surpluses.

Custodial credit risk for deposits is the risk that, in event of a failure of a depository financial institution, the Port would not be able to recover deposits or would not be able to recover collateral securities that are in possession of an outside party. The Port's deposits and certificates of deposit are mostly covered by federal depository insurance (FDIC) or by collateral held in a multiple financial institution collateral pool administered by the Washington Public Deposit Protection Commission (PDPC).

Investments are reported at original cost. At December 31, 2021, Port cash and investments of \$60,647 were held in checking or savings accounts.

Note 3 - Property Tax

The county treasurer acts as an agent to collect property tax levied in the county for all taxing authorities. Collections are distributed after the end of each month.

Property tax revenues are recognized when cash is received by the Port. Delinquent taxes are considered fully collectible because a lien affixes to the property after tax is levied.

The Port's regular levy for the year 2021 was \$0.1688979382 per \$1,000 on an assessed valuation of \$6,483,457,771 for a total regular levy \$1,095,043.

Note 4 - Joint Venture – Chelan Douglas Regional Port Authority

The Port of Chelan County and Port of Douglas County (Ports) operate jointly as Chelan Douglas Regional Port Authority (Port Authority). The Port Authority was formed by resolution effective January 1, 2020, for the purpose of functionally consolidating both Ports' operations, and as an ownership and operational entity for Pangborn Memorial Airport. The Joint Venture is governed by a six-member board composed of the three Commissioners from each Port District.

The Ports are obligated to remit all revenues to support the Port Authority's operations, capital acquisitions and debt service. Upon potential dissolution of the joint venture, the assets and liabilities would be distributed to the Ports according to the initial contributions, then according to a ratio based on free cash flow from each Port, as defined in the Interlocal Agreement.

During 2021, the Port of Douglas County contributed \$1,087,000 toward operations.

Note 5 - Long-Term Debt

The accompanying Schedule of Liabilities provides more details of the outstanding debt and liabilities of the Port and summarizes the Port's debt transactions for year ended December 31, 2021.

The debt service requirements for general obligation bonds, revenue bonds and notes payable are as follows:

<u>Year ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 81,854	\$ 819	\$ 82,673
2023	81,855	409	82,264
2024	-	-	-
Total	<u>\$ 163,709</u>	<u>\$ 1,228</u>	<u>\$ 164,937</u>

Note 6 - Risk Management

Port of Douglas County is a member of the Enduris Washington (Pool). Chapter 48.62 RCW provides the exclusive source of local government entity authority to individually or jointly self-insure risks, jointly purchase insurance or reinsurance, and to contract for risk management, claims, and administrative services. The Pool was formed July 10, 1987, pursuant to the provisions of Chapter 48.62 RCW, Chapter 200-100 WAC, and Chapter 39.34 RCW when two counties and two cities in the State of Washington joined together by signing an interlocal governmental agreement to fund their self-insured losses and jointly purchase insurance and administrative services. For the Pool’s fiscal year ending August 31, 2021, there were 539 Enduris members representing a broad array of special purpose districts throughout the state.

The Enduris’ program provides for various forms of joint self-insurance and reinsurance coverage for its members: Liability coverage, which includes: General Liability, Automobile Liability, Public Officials’ Errors and Omissions liability, Terrorism liability and Employment Practices liability; Property coverage, which includes: Building and Contents, Mobile Equipment, Boiler and Machinery, and Business Interruption/Extra Expense; Automobile Physical Damage coverage; Cyber coverage; Crime blanket coverage; Named Position coverage; and an Identity Fraud reimbursement program. Pollution coverage is provided on a “claims made” coverage form. All other coverage is provided on an “occurrence” coverage form.

Members are responsible for a coverage deductible or co-pay on each covered loss. Each policy year members receive a Memorandum of Coverage (MOC) outlining the specific coverage, limits, and deductibles/co-pays that are applicable to them. In certain cases, the Pool may allow members to elect to participate in the programs at limits, coverage, deductibles, and co-pays that are specific to their needs. Enduris is responsible for payment of all covered losses above the member retention, up to the Pool self-insured retention (SIR). Enduris acquires excess/reinsurance from unrelated insurance companies to cover losses above the Pool’s SIR up to the coverage maximum limit of liability. The tables below reflect the Pool’s SIR, reinsurance limits and member deductibles/co-pays by coverage type.

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays ⁽¹⁾
Liability:				
Comprehensive General Liability	Per Occurrence	\$1 million	\$20 million	\$1,000 - \$100,000
Automobile Liability	Per Occurrence	\$1 million	\$20 million	\$1,000 - \$100,000

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays ⁽¹⁾
Public Officials Errors and Omissions Liability	Each Wrongful Act Member Aggregate	\$1 million	\$20 million \$20 million	\$1,000 - \$100,000
Terrorism Liability ⁽²⁾	Per Occurrence Pool Aggregate	\$500,000 \$1 million	\$0 Fully funded by Pool	\$1,000 - \$100,000
Employment Practices Liability	Per Occurrence Member Aggregate	\$1 million	\$20 million \$20 million	20% Copay ⁽³⁾

(1) Members may request or be required to pay a higher deductible than the minimum for certain coverage and certain types of losses require a specific co-pay or deductible

(2) Terrorism liability is fully funded by the Pool i.e. no excess/reinsurance is procured.

(3) Members pay a 20% co-pay of costs up to a maximum of \$100,000. By meeting established guidelines, the co-pay may be waived.

Property ⁽²⁾:

Buildings and Contents	Per Occurrence	\$250,000	\$800 million	\$1,000 - \$250,000
Mobile Equipment	Per Occurrence	\$250,000	\$800 million	\$1,000 - \$250,000
Boiler and Machinery ⁽³⁾	Per Occurrence	Varies	\$100 million	Varies
Business Interruption (BI)/ Extra Expense(EE) ⁽⁴⁾	Per Occurrence	\$250,000	\$100 million (BI)/ \$50 million (EE)	\$1,000 - \$250,000
Sublimit ⁽⁵⁾ :				
Flood	Per Occurrence	\$250,000	\$50 million (shared by Pool members)	\$1,000 - \$250,000

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays ⁽¹⁾
Earthquake	Per Occurrence	5%; \$500,000 maximum	\$10 million (shared by Pool members)	\$1,000 - \$250,000
Terrorism Primary	Per Occurrence Pool Aggregate	\$250,000	\$100 million/ Pool member \$200 million	\$1,000 - \$250,000
Terrorism Excess	Per Occurrence APIP Per Occurrence APIP Aggregate	\$500,000	\$600 million/Pool member \$1.2 billion/APIP \$1.4 billion/APIP	\$0
Automobile Physical Damage⁽⁶⁾	Per Occurrence	\$25,000; \$100,000 for Emergency Vehicles	\$800 million	\$250 - \$1,000
Crime Blanket⁽⁷⁾	Per Occurrence	\$50,000	\$1 million	\$1,000
Named Position⁽⁸⁾	Per Occurrence	\$50,000	\$1 million	\$1,000
Cyber⁽⁹⁾	Each Claim APIP Aggregate	\$100,000	\$2 million \$25 million	20% Copay
Identity Fraud Expense Reimbursement⁽¹⁰⁾	Member Aggregate	\$0	\$25,000	\$0

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays ⁽¹⁾
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- (1) Members may request or be required to pay a higher deductible than the minimum for certain coverage and certain types of losses require a specific co-pay or deductible.
- (2) Property coverage for each member is based on detailed property schedule. Scheduled items are covered to the extent of the cost of repair or replacement pursuant to the excess/reinsurance policy terms. Under the Alliant Property Insurance Program (APIP) Reinsurance carriers cover insured losses over \$250,000 to the limit of \$800 million except for certain types of sub-limited property losses such as flood, earthquake, and terrorism.
- (3) Boiler and Machinery self-insured retention for the Pool varies depending on motor horsepower.
- (4) Business Interruption/ Extra expense coverage is based on scheduled revenue generating locations/operations. A limited number of members schedule and the rest are limited to \$500,000 of coverage with a \$2.5 million Pool maximum for undeclared exposure. The waiting period (deductible) is typically 24 hours but there are exceptions specific to the type of exposure covered.
- (5) This sublimit list is simplified and is not all-inclusive. In addition, sub-limits are often shared or aggregated by all pool members and, in a few cases, are shared by all APIP members. Deductibles often vary by coverage sub-limit.
- (6) Auto Physical Damage coverage includes comprehensive, named perils and collision. Coverage for each member is based on a detail vehicle schedule.
- (7) Crime Blanket coverage (also referred to as "Employee Dishonesty Coverage with Faithful Performance" of \$2,500 is provided to each member. Member's may elect to "buy-up" the level of coverage from \$5,000 to \$1 million.
- (8) Named Position coverage is optional. Members may elect to schedule various employees, directors, and commissioners, with individual limits of between \$5,000 and \$1 million.
- (9) Cyber coverage is included under the Pool's Property program. Members are subject to a 20% co-pay per loss and the Pool's SIR is tiered between \$50,000 and \$100,000 depending on the insured/members property TIV with an 8 hour waiting period. By meeting established guidelines, the co-pay may be waived. The reinsurance maximum limit of liability is \$2 million, with various declared sub-limits.
- (10) Identity Fraud Expense Reimbursement coverage is purchased by Enduris. Member claims do not have a deductible. There is a \$25,000 limit per member.

Members make an annual contribution to fund the Pool. Since Enduris is a cooperative program, there is joint liability among the participating members. There were no claim settlements in excess of the insurance coverage in any of the last three policy years.

Upon joining the Pool, members are contractually obligated to remain in the Pool for a minimum of one year and must give notice 60 days before renewal in order to terminate participation. The Interlocal Governmental Agreement (formerly known as the Master Agreement) is automatically renewed each year unless provisions for withdrawal or termination are applied. Even after termination, a member is still responsible for contribution to Enduris for any unresolved, unreported and in process claims for the period they were a signatory to the Interlocal Governmental Agreement.

Enduris is fully funded by its member participants. Claims are filed by members with the Pool who determines coverage and administers the claims.

The Pool is governed by a Board of Directors which is comprised of seven board members. The Pool's members elect the Board, and the positions are filled on a rotating basis. The Board meets quarterly and is responsible for overseeing the business affairs of Enduris and providing policy direction to the Pool's Executive Director.

Note 7 - COVID-19 Pandemic

In February 2020, the Governor of the state of Washington declared a state of emergency in response to the spread of COVID-19. Precautionary measures to slow the spread of the virus continued throughout 2021. These measures included limitations on business operations, public events, gatherings, travel, and in-person interactions.

The Port proactively implemented safety measures, and operations have remained unchanged. Management continues to monitor the situation for any operational or financial effects and is ready to respond appropriately as needed. To date, the Port has not experienced any direct financial impacts due to the pandemic.

The length of time these measures will continue to be in place, and the full extent of the direct or indirect financial impact on the Port is unknown at this time.

Note 8 - Other Disclosures

Contingency

The Port participates in a number of federal, state and locally assisted programs. The grants the Port receives under these programs are subject to audit by the grantors or their representatives. Such audits could result in requests for reimbursement to grantor agencies for expenditures disallowed under the terms of the grants. Management believes that such disallowances, if any, will be immaterial.

Port District of Douglas County, Washington
Schedule of Liabilities
For the Year Ended December 31, 2021

I.D. NO.	Description	Maturity/ Payment Due Date	Beginning Balance 1/1/2021	Additions	Reductions	Ending Balance Debt 12/31/21
General Obligation Debt/Liabilities						
263.85	Loan Payable - Douglas County Sewer	7/1/2021	7,413	-	7,413	-
263.85	Loan Payable - Douglas County Sewer	7/1/2023	245,565	-	81,856	163,709
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
Total General Obligation Debt/Liabilities			252,978	-	89,269	163,709
Revenue and Other Debt/Liabilities						
263.86	Loan Payable - Douglas PUD - CIAC #1	6/1/2024	33,190	-	33,190	-
263.86	Loan Payable - Douglas PUD - CIAC #2	12/1/2025	404,361	-	404,361	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
Total Revenue and Other Debt/Liabilities			437,551	-	437,551	-
Total Liabilities			\$ 690,529	\$ -	\$ 526,820	\$ 163,709

Port District of Douglas County, Washington
 Schedule of State Financial Assistance
 For the Year Ended December 31, 2021

State Agency BARS Account	Program Title	Identification #	Amount
#3340420 Washington State Department of Commerce	Associate Development Organization Program	S20-75106-009	\$ 37,500
#3340420 Washington State Department of Commerce	Working Washington, Small Business Emergency Grant Program	21-00021-008	2,009
#3340420 Washington State Department of Commerce	Associate Development Organization Disaster Relief Response	N/A	100,000
Total State Financial Assistance			\$ 139,509



Pangborn Memorial Airport Executive Hangar Development Opportunity

The Chelan Douglas Regional Port Authority is in the process of developing executive hangar pad sites for private hangar development.

Phase One will incorporate 9 pad ready sites that can accommodate the following hangar sizes:

- 120' x 120'
- 100' x 100'
- 80' x 80'

The Regional Port will be developing all needed site infrastructure, including a new taxiway, access roads, and security fencing. Each hangar pad site will have water, sewer, power, and fiber.

The executive hangar pads will be located on the westside of Pangborn Memorial Airport, adjacent to the Executive Flight Corporate Hangar Complex. Additional project information is attached.

Chelan Douglas Regional Port Authority Contacts for More Information:

Trent Moyers
Colby Goodrich
Jim Kuntz

Director of Airports
FBO Manager
CEO

trent@cdrpa.org
colby@cdrpa.org
jim@cdrpa.org

Office Phone: 509.884.4700
www.cdrpa.org

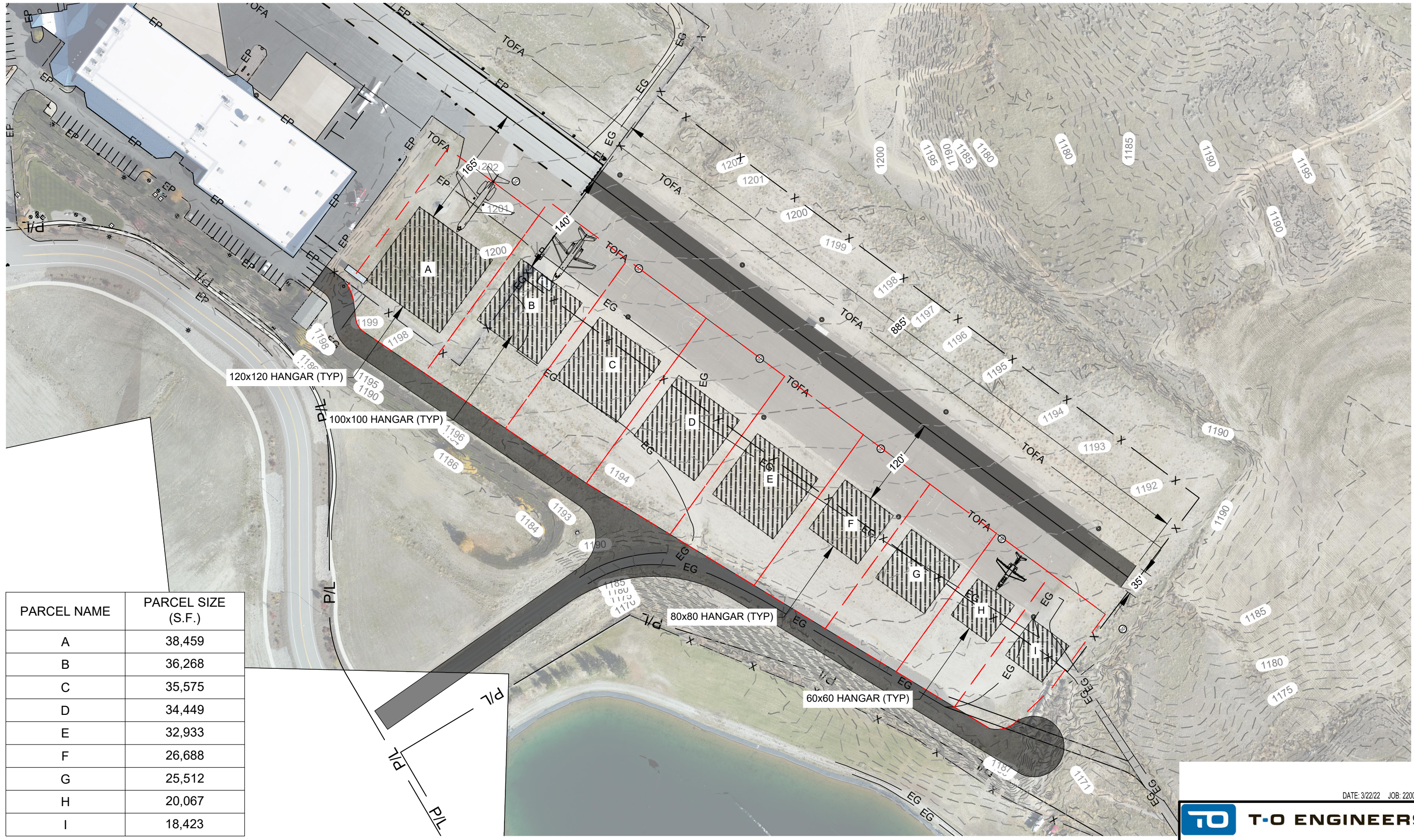
Executive Hangar Pads Available – Reserve Yours Today

Executive Hangar Pad Site Location

Westside of Pangborn Memorial Airport – Adjacent to Executive Flight Corporate Hangar Complex



N:\220095\Tasks\Task Order 22-01 - Exec Hangar West Site Dev\Exhibits\Hangar Dev Project Component Exhibit-Aerial 03.21.2022_recover.dwg, 3/22/2022 10:54:22 AM, Conner Hansen, AutoCAD PDF (General Documentation).pc3
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PARCEL NAME	PARCEL SIZE (S.F.)
A	38,459
B	36,268
C	35,575
D	34,449
E	32,933
F	26,688
G	25,512
H	20,067
I	18,423

PANGBORN PHASE 1 HANGAR DEVELOPMENT EXHIBIT



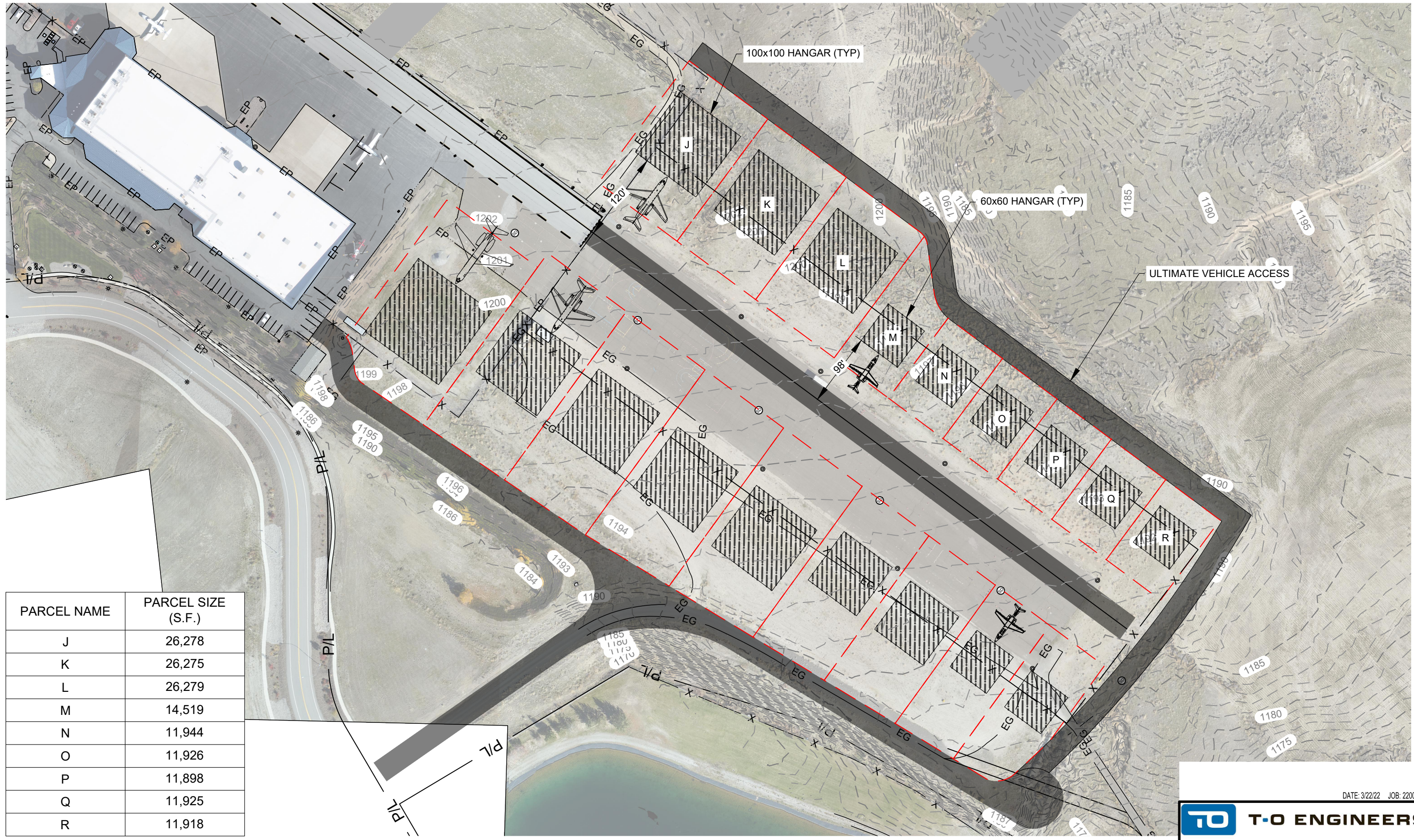
DATE: 3/22/22 JOB: 220095

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1717 S. RUSTLE STREET, SUITE 201
 SPOKANE, WA 99224

509-319-2580 | WWW.TO-ENGINEERS.COM

N:\220095\Tasks\Task Order 22-01 - Exec Hangar West Site Dev\Exhibits\Hangar Dev Project Component Exhibit-Aerial 03.21.2022_recover.dwg, 3/22/2022 10:59:28 AM, Conner Hansen, AutoCAD PDF (General Documentation).pc3
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PARCEL NAME	PARCEL SIZE (S.F.)
J	26,278
K	26,275
L	26,279
M	14,519
N	11,944
O	11,926
P	11,898
Q	11,925
R	11,918

PANGBORN PHASE 2 HANGAR DEVELOPMENT EXHIBIT



DATE: 3/22/22 JOB: 220095

T-O ENGINEERS

1717 S. RUSTLE STREET, SUITE 201
 SPOKANE, WA 99224

509-319-2580 | WWW.TO-ENGINEERS.COM

Pangborn Airport
Executive Hangar Development
Lease Terms & Conditions

- **25-year lease**
 - **One option to renew for 25 years**
 - **Total lease term is 50 years**
 - **Hangar reverts to Pangborn Airport at end of lease**

- **Aviation uses only**

- **Land lease rate starting at \$0.35 per sq. ft. per year plus State Leasehold Tax (12.84%). Lease rates go up yearly per CPI**

- **Capital Facility Charge applies (see attachment)**
 - **Fee paid at the time lease is signed or**
 - **5-year repayment plan as part of annual lease payments**
 - **Interest Rate is Prime plus 2%**

- **Airport to approve hangar design**

- **Airport to determine finish floor height of hangar**

- **Security area compliance**

- **Tenant required paving (per Airport paving specifications) from hangar to taxiway**

- **Tenant responsible for snow plowing leased area**

- **Airport option to purchase hangar if ever sold prior to end of lease term**

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY
EXECUTIVE HANGAR PAD SITE FEE SCHEDULE**

Phase I

Hangar Pad Site	Hangar Size	Hangar Square Footage	Parcel Square Footage	Current Land Lease Rate = \$0.35 per Sq Ft per Year		Airside Road Allocation	Land Development	Hangar Pad Capital Facilities Charge
				per Month	Annually			
A	120x120	14,400	38,459	\$ 1,121.72	\$ 13,460.65	\$ 145,532.45	\$ 170,769.41	\$ 316,301.86
B	100X100	10,000	36,268	1,057.82	12,693.80	137,241.51	161,040.72	298,282.23
C	100X100	10,000	35,575	1,037.60	12,451.25	134,619.12	157,963.60	292,582.72
D	100X100	10,000	34,449	1,004.76	12,057.15	130,358.23	152,963.83	283,322.06
E	100X100	10,000	32,933	960.55	11,526.55	116,207.48	146,232.33	262,439.81
F	80x80	6,400	26,688	778.40	9,340.80	94,171.36	118,502.67	212,674.03
G	80x80	6,400	25,512	744.10	8,929.20	90,021.72	113,280.88	203,302.60
H	60x60	3,600	20,067	585.29	7,023.45	70,808.48	89,103.46	159,911.94
I	60x60	3,600	18,423	537.34	6,448.05	65,007.45	81,803.61	146,811.06
				\$ 7,827.58	\$ 93,930.90	\$ 983,967.80	\$ 1,191,660.51	\$ 2,175,628.31

Board Approved: May 10, 2022

Sarah Deenik

To: Sarah Deenik
Subject: **REMINDER **Turf Landing Strip Discussion 5/24/22

Please join the Port Staff for a discussion
regarding
“Conceptual Layouts of a Turf Landing Strip.”

WHEN: May 24th, 2022

WHERE: Confluence Technology Center
285 Technology Center Way, Wenatchee, WA 98801

TIME: 6:00 PM – 8:00 PM

Light Refreshments will be served.

***Please RSVP to Bobbie no later than May 20th 5:00 pm.
Reply to this email or call 509-884-4700.***

Thank you-
Bobbie

Bobbie Chatriand
Administrative Assistant
One Campbell Parkway Suite A, East Wenatchee, WA 98802
☎ 509.884.4700 | www.cdrpa.org



https://www.yakimaherald.com/news/local/facing-staff-shortages-yakima-county-commissioners-approve-5-pay-increase/article_6f87127d-1afb-525c-a046-cf7099587f2f.html

FEATURED

Facing staff shortages, Yakima County commissioners approve 5% pay increase

PHIL FEROLITO Yakima Herald-Republic
May 4, 2022



From left, Yakima County commissioners Amanda McKinney, Ron Anderson and LaDon Linde.
Yakima Herald-Republic file photos

Responding to an unprecedented number of job vacancies and increasing inflation, Yakima County commissioners on Tuesday approved a sweeping 5% pay increase totaling \$750,000 annually for employees across several county departments.

Yakima County employs 994 full-time workers and 41 of those positions are vacant.

Commissioner Amanda McKinney said some departments are operating with only half the required staff.

“We are down clerks, planners, attorneys, technicians — you name it,” McKinney said. “The pay increase will ultimately be absorbed by the budget overall because we have so many budgeted positions that have been unfilled for so long.”



The advertisement features the Sotheby's logo on the left, a central landscape painting of a rural scene with a large tree, and the text 'The American Scene' and 'NEW YORK 9-24 MAY' on the right. A 'LEARN MORE' button is positioned below the text. At the bottom right, there is a small copyright notice: 'SOTHEBY'S, INC. LICENSE NO.1216058. ©SOTHEBY'S, INC. 2022.'

The county's overall operating budget is \$271.3 million with a \$70 million general fund, which largely pays for the sheriff's office, courts and corrections.

Commissioner LaDon Linde said the county has long struggled to compete with other entities for employees.

"This has become even more evident in 2022 with the tight labor market and the pressures of inflation," Linde said. "Yakima County currently has more job openings than we have had in anyone's memory."

Facing a similar dilemma, the Yakima Health District in March approved a 6% pay increase for employees. That was on top of a 4% pay increase approved in January.

Health District officials said they were losing many employees to state agencies offering significantly more pay with options to work remotely. In a matter of months, several Health District employees left for jobs with the state departments of ecology, agriculture and health.

Inflation is a key driver.

Over the last 12 months the all-items index increased 8.5% before seasonal adjustments, according to the U.S. Bureau of Labor Statistics.

The largest contributors to increases were gasoline, shelter and food, the statistics showed.

The all-urban consumer price index shot up 1.2% in March alone, after increasing 0.8% in February, according to the statistics.

Meanwhile, poverty remains relatively high here. In 2020, the county's poverty rate of 14.8% was higher than the state's rate of 9.5% and the nation's 11.4% rate, according to the state's Employment Security Department.

Median household income was \$54,917 in Yakima County in 2020, which trailed the state's median income of \$77,006 and the nation's median income of \$64,994, according to Employment Security.

Linde said department heads are seeking ways to do more with less.

“Much of this could involve using technology to stretch our resources,” he said. “In the end, we will likely end up paying more to keep quality employees, but the tradeoff may well be that we employ fewer staff in years to come.”

Chelan Douglas Regional Port Authority Calendar of Events

Updated 5/17/22

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attends</i>	<i>RSVP arrangements if applicable</i>
2022				
May 2022				
May 24	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	
May 25	Wednesday	DC Community Leadership Advisory Meeting - CTC; 2:30p (4th Weds)		
May 30	Monday	Memorial Day Holiday Office Closed		
June 2022				
May 31- June 1	Tues-Wednesday	Renewable Hydrogen Alliance's Renewable Power to Clean Fuels Symposium; Missoula, MT	J. Kuntz	Registration completed.
June 5-8	Sun-Tuesday	AAAE 94th Annual Conference; Seattle	Baldwin, Etherington, Spurgeon, Huffman, J. Kuntz, Moyers	Rooms and Conference conference booked
June 8-10	Wed-Friday	WPPA Finance Seminar; Campbells Resort	Baldwin, M. Lough	M. Lough Registered
June 8	Wednesday	NCWEDD Meeting	Commissioner Huffman	
June 9	Thursday	CDTC Board Meeting 9:00 AM	Commissioner Baldwin	
June 14	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	
June 15	Wednesday	NCW Tech Alliance Board Meeting; 3:00 PM		
June 16	Thursday	Quincy Valley Chamber - Business After Hours - Sponsored by Microsoft; Quincy, Washington; 5:30-7:30 PM		
June 21	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am	Commissioner Spurgeon & Etherington	
June 22	Wednesday	West Cashmere Bridge Ceremony - 10A		
June 22	Wednesday	Pacific Northwest Waterways Assn. Summer Meeting; Spokane	Kuntz: Regional Port Presentation	
June 22	Wednesday	DC Community Leadership Advisory Meeting - CTC; 2:30p (4th Weds)		
June 28	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	
July 2022				
July 4	Monday	4th of July Holiday Office Closed		
July 4 -8	Monday - Friday	Commissioner Baldwin - Out of the Area		
July 12	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	
July 13	Wednesday	NCWEDD Meeting	Commissioner Huffman	
July 14	Thursday	CDTC Board Meeting 9:00 AM	Commissioner Baldwin	
July 14-15	Thursday - Fri	WPPA Directors Seminar - Bellingham		

Chelan Douglas Regional Port Authority Calendar of Events

Updated 5/17/22

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attends</i>	<i>RSVP arrangements if applicable</i>
July 19	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am	Commissioner Spurgeon & Etherington	
July 20	Wednesday	NCW Tech Alliance Board Meeting; 3:00 PM		
July 25-27	Monday - Wed	WPPA Commissioner Seminar - Walla Walla		
July 26	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	
July 27	Wednesday	DC Community Leadership Advisory Meeting - CTC; 2:30p (4th Weds)		
August 2022				
August 6	Saturday	Wings n' Wheels / Aviation Day		
August 9	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	
August 10	Wednesday	NCWEDD Meeting	Commissioner Huffman	
August 11	Thursday	CDTC Board Meeting 9:00 AM	Commissioner Baldwin	
August 16	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am	Commissioner Spurgeon & Etherington	
August 17	Wednesday	NCW Tech Alliance Board Meeting; 3:00 PM		
August 21-23	Sun-Tuesday	AAAE General Aviation Conference - San Francisco		Session #4: Trends & Issues with GA Hangar Development
August 23	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	
August 24	Wednesday	DC Community Leadership Advisory Meeting - CTC; 2:30p (4th Weds)		
September 2022				
September 5	Monday	Labor Day Office Closed		
September 8	Thursday	CDTC Board Meeting 9:00 AM	Commissioner Baldwin	
September 13	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	
September 14	Wednesday	NCWEDD Meeting	Commissioner Huffman	
Septembr 20	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am	Commissioner Spurgeon & Etherington	
September 21	Wednesday	NCW Tech Alliance Board Meeting; 3:00 PM		
September 27	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	
September 27-29	Tues - Thurs	NW AAAE - Jackson Hole, WY	Trent Moyers	
September 28	Wednesday	DC Community Leadership Advisory Meeting - CTC; 2:30p (4th Weds)		
October 2022				
October 11	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	

Chelan Douglas Regional Port Authority Calendar of Events

Updated 5/17/22

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attends</i>	<i>RSVP arrangements if applicable</i>
October 12	Wednesday	NCWEDD Meeting	Commissioner Huffman	
October 13	Thursday	CDTC Board Meeting 9:00 AM	Commissioner Baldwin	
October 18	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am	Commissioner Spurgeon & Etherington	
October 19	Wednesday	NCW Tech Alliance Board Meeting; 3:00 PM		
October 25	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	
October 26	Wednesday	DC Community Leadership Advisory Meeting - CTC; 2:30p (4th Weds)	Cancel???	
October 26	Wednesday	Partner Breakfast; Convention Center; 7:30am-9am	Center Confirmed	
October 27	Thursday	Ec. Dev. Lunch; Convention Center; 11:30am-1pm	Center Confirmed	
November 2022				
November 8	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	
November 9	Wednesday	NCWEDD Meeting	Commissioner Huffman	
November 10	Thursday	CDTC Board Meeting 9:00 AM	Commissioner Baldwin	
November 15	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am	Commissioner Spurgeon & Etherington	
November 16	Wednesday	NCW Tech Alliance Board Meeting; 3:00 PM		
November 22	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	
November 23	Wednesday	DC Community Leadership Advisory Meeting - CTC; 2:30p (4th Weds)		
November 24	Thursday	Thanksgiving/Office Closed		
November 25	Friday	Thanksgiving/Office Closed		
December 2022				
December 8	Thursday	CDTC Board Meeting 9:00 AM	Commissioner Baldwin	
December 13	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	
December 14	Wednesday	NCWEDD Meeting	Commissioner Huffman	
December 20	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am	Commissioner Spurgeon & Etherington	
December 21	Wednesday	NCW Tech Alliance Board Meeting; 3:00 PM		
December 23	Friday	Christmas Eve Holiday Observed Office Closed	?	
December 26	Monday	Christmas Day Holiday Observed Office Closed	?	
December 27	Tuesday	CDRPA Board Meeting; 9:00 am	Board of Directors; staff	
December 28	Wednesday	DC Community Leadership Advisory Meeting - CTC; 2:30p (4th Weds)		
2023				

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

Updated 5/17/22

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attends</i>	<i>RSVP arrangements if applicable</i>
January 2023				
January 2	Monday	New Years Day 2023 Observed Office Closed	?	