



***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
February 28th, 2023
9:00 am

I. CALL TO ORDER

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

II. INTRODUCTIONS

III. CONFLICT OF INTEREST

IV. PUBLIC COMMENT

V. CONSENT AGENDA

- CDRPA: Approval of the January 24th, 2023 Meeting Minutes, February 16th, 2023 Special Meeting Minutes, Check Register Pages #2023-01 through #2023-05, including Electronic Transfers and January 2023 Commission Calendar.
- POCC: Approval of Port of Chelan County Check Register Page #2023-01.

VI. PRESENTATIONS

VII. CDRPA ACTION ITEMS

- (1) 2023 Partners in Economic Development – Funding Request – Wenatchee Downtown Association
- (2) 2023 Partners in Economic Development – Funding Request - TREAD
- (3) Authorizing the CEO to enter into an Interlocal Agreement for Funding the Regional Sports Complex Feasibility Study
- (4) Authorizing revisions and adding tasks under RH2 Task Authorization 17 – Malaga Waterline Project

VIII. PORT OF CHELAN ACTION ITEMS

- (5) Authorizing the Executive Director to enter into a Purchase and Sale Agreement with John and Patsy Ford – Malaga Water Reservoir Project

- (6) Authorizing the Executive Director to enter into a Purchase and Sale Agreement with Shaffer Leasing Company for property in Malaga.
- (7) Authorizing the Executive Director to enter into a Purchase and Sale Agreement with Kemah Management LLC for property in Malaga
- (8) Authorizing the Executive Director to enter into a Purchase and Sale Agreement with Michael and Frances Schoenwald for property in Malaga
- (9) Authorizing the Executive Director to enter into a Purchase and Sale Agreement with Craig and Claudia Quilter
- (10) Authorizing the Executive Director to enter into a Purchase and Sale Agreement with Jeff and Melissa Quilter

IX. CDRPA CONCURRENT ACTION ITEMS

- (11) Authorizing the CEO to enter into a Purchase and Sale Agreement with John and Patsy Ford – Malaga Water Reservoir Project
- (12) Authorizing the CEO to enter into a Purchase and Sale Agreement with Shaffer Leasing Company for property in Malaga.
- (13) Authorizing the CEO to enter into a Purchase and Sale Agreement with Kemah Management LLC for property in Malaga
- (14) Authorizing the CEO to enter into a Purchase and Sale Agreement with Michael and Frances Schoenwald for property in Malaga
- (15) Authorizing the CEO to enter into a Purchase and Sale Agreement with Craig and Claudia Quilter
- (16) Authorizing the CEO to enter into a Purchase and Sale Agreement with Jeff and Melissa Quilter

X. PUBLIC COMMENT

XI. SUGGESTED BREAK: 10 MINUTES (APPROXIMATELY 10:30AM)

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

- (17) The Trades District – Budget and Financial Projections
- (18) Taxiway B Hangar Pad Project – Budget and Financial Projections
- (19) Congressional Directed Spending Projects
- (20) G.A. Terminal Building Project Update
- (21) Washington D.C. – Meeting Recaps
- (22) Ports Day – Olympia Recap
- (23) Pangborn Airport – Year End Activity Report
- (24) FAA Revised Policy Guidance – Air Carrier Incentive Programs
- (25) CTC Restoration Project
- (26) 4th Quarter FBO Report
- (27) Evergreen Manufacturing Growth Grant Application

XIII. 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

XIV. PUBLIC COMMENT

XV. REVIEW CALENDAR OF EVENTS

XVI. ITEMS FROM BOARD OF DIRECTORS

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

XVI. ADJOURN

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

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



Board of Directors
Chelan Douglas Regional Port Authority
Meeting Minutes
January 24th, 2023
9:00 am

Present:

Directors:

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

W. Alan Loeb sack, Director – Excused Absence
Mark Spurgeon, Director
Richard DeRock, Director

Staff:

Jim Kuntz, Chief Executive Officer
Monica Lough, Director of Finance & Admin.
Ron Cridlebaugh, Director of Econ. Dev.
Craig Larsen, Bus. Dev. Mngr. (Zoom)
Stacie de Mestre, Capital Projects Mngr.
Ron Russ, Property & Maintenance Mngr. (Zoom)
Tricia Degnan, CTC Manager (Zoom)

Sarah Deenik, Comm. Specialist
Lorena Amador, Acct. Specialist (Zoom)
Brooke Lammert, Executive Assistant
Laura Camarillo-Reyes, Admin Asst. (Zoom)

Legal Counsel:

Quentin Batjer, Davis Arneil Law Firm, LLP

Guests:

Matt Cade, Greater Leavenworth Museum
Ron Neilson, Small Business Dev. Center
Konnar Stevens, Jet Skis Ahoy
Susan Purvis (Zoom)
Amy Browne-Minden, Design West (Zoom)
John Alt II (Zoom)
Kirk Duncan, Small Business Dev. Center (Zoom)

Kalie Worthen, Wenatchee World (Zoom)
Mark Laurence, Commissioner – South Snohomish Fire
Auth. (Zoom)
Derek Daniels, Commissioner – South Snohomish Fire
Auth. (Zoom)
Mike Walker (Zoom)

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

Introductions were made.

Conflicts of Interest: None

PUBLIC COMMENTS – Matt Cade with the Greater Leavenworth Museum took the opportunity for public comment to share his appreciation for how organized the Board materials are presented and smoothly the CDRPA meetings are conducted.

CDRPA CONSENT AGENDA

The Chelan Douglas Regional Port Authority Consent Agenda consisting of January 10th, 2023 Meeting Minutes and December 2022 Commission Calendar was presented.

Motion No. 01-18-23 CDRPA
Moved by: Jim Huffman
Seconded by: JC Baldwin

Motion Passed 5-0

PRESENTATIONS:

- Matt Cade – Greater Leavenworth Museum: Matt shared with the Board an update on how funding from the Chelan Douglas Regional Port Authority was spent to improve the **Greater Leavenworth Museum. He gave an update on the museum’s attendance numbers**, future goals and benchmarks for the museum and the growth experienced coming away from COVID-19.
- Small Business Development Center – 4th Quarter Report and Success Story: Kirk Duncan gave an update to the Board on the 4th Quarter activities from the SBDC and follow-up with data requested by Commissioner Etherington. Ron Neilson introduced Konnar Stevens who shared his success story and how the SBDC aided his business, Jet Skis Ahoy.

CDRPA ACTION ITEMS:

2023 Partners in Economic Development – Funding Request – Cashmere Chamber of Commerce

The Board reviewed the application from the Cashmere Chamber of Commerce and discussion ensued.

Motion No.	01-19-23 CDRPA
Moved by:	JC Baldwin
Seconded by:	Richard DeRock
	To approve the 2023 Partners in Economic Development Grant request from the Cashmere Chamber of Commerce in the amount of \$12,000.

Motion passed 5-0

Authorization to Solicit Request for Qualifications – Regional Sports Complex Feasibility Study

de Mestre reviewed with the Board what was covered in the first Regional Sports Complex Steering Committee meeting. Commissioner Baldwin and Commissioner DeRock discussed the need to make sure the study addresses transportation infrastructure needed to support the sports complex.

Motion No.	01-20-23 CDRPA
Moved by:	Richard DeRock
Seconded by:	Jim Huffman
	To authorize the CEO to solicit Requests for Qualifications for the Regional Sports Complex Feasibility Study.

Motion passed 5-0

Commissioner Spurgeon called for a 10-minute break at 9:55 a.m., meeting reconvened at 10:05 a.m.

ADDITIONAL INFORMATIONAL ITEMS:

The Trades District – Initial Design Concepts – Kuntz reviewed with the Board why Design West was chosen to work on the project. de Mestre introduced Amy Browne-Minden who shared an update on where the project is at in the design phase and what the plan is moving forward.

Public Comment: Sarah Deenik, Communications Coordinator, read a question provided via **Zoom messaging: Susan Purvis asked, “Is this on airport property?” Kuntz confirmed that** the Trades District project is being built out on airport property.

City of Mansfield Meeting Recap – Kuntz shared with the Board how the meeting with Mansfield City Council went regarding the future of the Mansfield Airport. The city is requesting **to have one year's worth of** Virtower activity readings before any final decisions are made on the future of the airport.

2023 Cash Carryforward Balance – Lough reviewed the actual cash carryforward balances as of December 31, 2022 with the Board. Lough noted that a portion of the funds are allocated for use in capital projects in 2023.

Investment Report “Revised Format” – Lough presented an updated format for the investment report. Lough shared that the report shall continue to be reviewed with the Board quarterly in the new format.

City of Cashmere Land Sale Update – Kuntz shared that Quentin Batjer is working with **the City of Cashmere’s attorney on a** final land sale agreement. The price for the sale was negotiated to \$4.75 per square foot.

Space Planning – Relocation of Regional Port Offices to the CTC – Kuntz updated the Board on the current timeline for the Washington National Guard moving into Executive Flight and the preparation that needs to go into the relocation of the Regional Port. Space planning needs to occur at the CTC to determine which floor and what layout is needed for the Regional Port administrative office space.

MISCELLANEOUS STAFF REPORTS:

Kuntz provided information and updates including:

- Kuntz shared with the Board that the Chelan Douglas Regional Port Authority was selected for the Wenatchee World’s 2023 Business Impact Award.
- An update was given to the Board on the current situation with Horizon Air and scheduling of more flights out of Pangborn Airport. Kuntz reviewed his phone call with Joe Sprague, Horizon CEO. Horizon Air new jets are set to arrive at Pangborn Aiport on Friday, January 27th.

Public Comment: Sarah Deenik, Communications Coordinator, read a question provided **via Zoom messaging: John Alt II asked, “How was the yield on the last slide from Jack calculated?” Kuntz said that we will get clarification from Jack and share an update at the next Board meeting.**

- Kuntz reported on a meeting with General Daugherty at Camp Murray. The General was impressed with the improvements and investments being made at Pangborn Airport.

de Mestre provided information and updates including:

- de Mestre shared that the MASLR and ILS checks occurred on Friday, January 20th, and the ILS system is now up and running.
- An update was given on how the CTC Salvage, Demolition and Restoration Project is going and shared that Absher Construction has been good to work with. The generators will be gone early next week.
- An offer has been extended to an applicant for the Project Manager position. de Mestre will give an update once the offer has been accepted.
- The Wenatchee Downtown Association has a new Executive Director starting February 1st, 2023, Rosa Pulido.

Russ provided information and updates including:

- Russ notified the Board that there is an issue with the entrance canopy leaking at Sinclair International (IB#9) that will need to be repaired.
- An update was given to the Board on a fire sprinkler leak in the compressor room in the Executive Flight maintenance hangar.
- Russ shared an update on where the repairs are at with the Executive Flight display hangar door.

Degnan provided information and updates including:

- Degnan reviewed the 2022 CTC Meeting Center revenue with the Board.

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

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

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

EXECUTIVE SESSION:

Executive Session was announced at 12:12 p.m. for a period of fifteen-minutes with no action anticipated at the conclusion of the session. The purpose consisted of RCW 42.30.110(1)(b) to consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price and RCW 42.30.110 (1)(c) 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 shall be taken in a meeting open to the public). Executive session was extended for 10 minutes at 12:27 p.m. Executive Session concluded at 12:37 p.m.

Meeting reconvened in Regular Session and was immediately adjourned at 12:38 p.m. with no action taken.

Signed and dated this 28th day of February 2023.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

Mark Spurgeon, Director

Richard DeRock, Director

Donn Etherington, Director

JC Baldwin, Director

Jim Huffman, Director

W. Alan Loeb sack, Director



Board of Directors
Chelan Douglas Regional Port Authority
Special Meeting Minutes
February 16, 2023
10:00 am

Present:

Directors:

JC Baldwin, Director

Jim Huffman, Director (Zoom)

Mark Spurgeon, Director (Zoom)

W. Alan Loeb sack, Director – Absent

Donn Etherington, Director (Zoom)

Richard DeRock, Director (Zoom)

Staff:

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin.

Stacie de Mestre, Capital Projects Mngr. (Zoom)

Ron Russ, Property & Main. Manager

Sarah Deenik, Communication Coordinator

Broke Lammert, Executive Assistant

Ryan Fancher, Project Manager

Craig Larsen, Bus. Dev. Mngr. (Zoom)

Legal Counsel:

Quentin Batjer, Davis Arneil Law Firm, LLP

Guests:

Ryan Petersen, RH2 Engineering (Zoom)

Jason Taylor, KPQ (Zoom)

Kalie Worthen, Wenatchee World (Zoom)

Mike Walker (Zoom)

The Chelan Douglas Regional Port Authority (CDRPA) Special Meeting was called to order at 10:00 a.m. The meeting was held at the Chelan Douglas Regional Port Authority Office.

Introductions were made.

Public Comments: An opportunity for public comment was provided. No public comments were received.

Malaga Waterline Extension Project

Kuntz gave an overview of the project history and need to move forward with Waterline Extension Project to stay on schedule with **Microsoft's reimbursement timeline for the project.**

Bid Award – Malaga Waterline Extension Project

de Mestre reviewed the status of the project and that nine bids were received for the **installation of a new 18" watermain from** Saturday Avenue to the former Lojo Orchard, along with a recirculation system. Selland Construction was the apparent low bidder with a bid of \$1,754,795.75 (including Washington State Sales Tax). Discussion ensued.

Motion No.

Moved by:

Seconded by:

02-01-23 CDRPA

Donn Etherington

Richard DeRock

To accept the Engineer's recommendation that Selland Construction is the apparent low bidder for the Malaga Waterline Extension Project and

award said base bid in the amount of \$1,754,795.75 (including Washington State Sales Tax).

Motion Passed 5-0

Motion No.
Moved by:
Seconded by:

02-02-23 CDRPA
Donn Etherington
Mark Spurgeon

To authorize the CEO to award and sign the contract with Selland Construction for the Malaga Waterline Extension Project in the amount of \$1,754,795.75 (including Washington State Sales Tax) upon receipt and acceptance of all necessary deliverables required by the contract documents from the contractor.

Motion Passed 5-0

Motion No.
Moved by:
Seconded by:

02-03-23 CDRPA
Donn Etherington
Richard DeRock

To establish an overall project budget in an amount not to exceed \$3,406,525.00.

Motion Passed 5-0

Signed and dated this 28th day of February 2023.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Mark Spurgeon, Director

Richard DeRock, Director

W. Alan Loeb sack, Director

Chelan Douglas Regional Port Authority
Check Register Listing
2023-January

Date Issued	Register #	Reason	First #	Last #	Amount
01/09/23	2023-01	Q4 2022 Payroll Taxes	10892	10893	\$11,741.79
01/13/23		Mid-Month Employee Advances		ACH	\$3,000.00
01/13/23	2023-02	Mid-Month Payables	10894	10983	\$666,724.08
01/18/23	2023-03	Banner Bank - Credit Card	10984	10984	\$1,150.40
01/25/23	2023-04	Midvalley Automotive	10988	10988	\$941.05
01/26/23		WA Dept of Revenue - Sales Tax		ACH	\$1,996.41
01/31/23	2023-05	January 2023 Payroll	10985	10987	\$311,412.97
01/31/23	2023-06	Month-End Payables	10989	11058	\$405,837.40

Transactions for approval February 28, 2023 total:

\$1,402,804.10

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

Chief Executive Officer 

Dir of Finance & Admin 

Director Etherington _____

Director DeRock _____

Director Baldwin _____

Director Loeb sack _____

Director Spurgeon _____

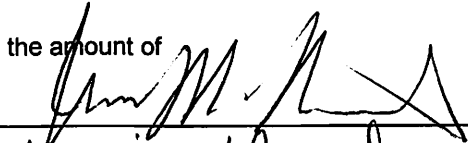
Director Huffman _____

**Chelan Douglas Regional Port Authority
Check Register
2023-01**

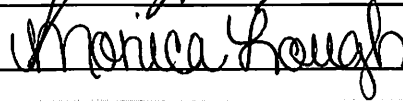
We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval January 9, 2023 checks 10892 - 10893 in the amount of \$ 11,741.79

Jim Kuntz, Chief Executive Officer



Monica Lough, Director of Finance & Admin



Date Issued	Claimant	Purpose	Check Number	Amount
<u>ADMINISTRATIVE & GENERAL</u>				
01/09/2023	Department of L&I	4Q22 Payroll Taxes	10892	9,293.49
01/09/2023	Employment Security Department	4Q22 Payroll Taxes - Paid Family Medical Leave	10893	2,448.30
	TOTAL			\$11,741.79

**Chelan Douglas Regional Port Authority
Check Register
2023-02**

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

For approval January 13, 2023 checks 10894 - 10983 in the amount of

\$666,724.08

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin

Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
1/13/2023	Chelan County PUD	Utilities	10918	3,846.30
1/13/2023	City of Cashmere	Utilities	10921	349.22
1/13/2023	DGS Landscaping	Snow Removal	10929	7,273.70
1/13/2023	USDA, APHIS	Inspection Service	10973	1,311.16
1/13/2023	Waste Management	Utilities	10977	421.43
	Net Cashmere Mill District			13,201.81
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
1/13/2023	B&C Snowplowing	Snow Removal	10900	6,268.94
1/13/2023	Banner Bank - TD	Office Supplies/Security System/Landscaping	10913	5,095.60
1/13/2023	Chelan County PUD	Utilities	10918	10,532.75
1/13/2023	City of Wenatchee	Utilities	10922	785.11
1/13/2023	CPI Printing	Office Supplies	10926	154.45
1/13/2023	Express Services, Inc.	Admin Assistant	10935	216.45
1/13/2023	Fire Protection Specialists LLC	Building Repairs	10936	856.02
1/13/2023	Firefly	Managed Services/Projects	10937	2,757.09
1/13/2023	GFC Services	Meeting Room Setups/Janitorial Services	10939	5,061.84
1/13/2023	Home Depot Pro	Maintenance Supplies	10942	24.97
1/13/2023	Lowe's	Maintenance Supplies	10950	529.07
1/13/2023	North Cascades Heating & A/C, Inc	HVAC Maintenance	10955	5,557.72
1/13/2023	North Central ESD	Contract Service - December	10956	6,968.50
1/13/2023	Star Rentals, Inc.	Building Repairs	10967	360.00
1/13/2023	Stoneway Electric Supply	Maintenance Supplies	10968	1,253.71
1/13/2023	Tripleseat Software LLC	2023 Annual Subscription	10971	4,887.00
1/13/2023	Waste Management	Utilities	10977	1,158.85
1/13/2023	Weinstein Beverage Co.	Coffee Supplies	10978	293.74
	Net Confluence Technology Center			52,761.81
<u>DOWNTOWN WENATCHEE SOUTH</u>				
1/13/2023	B&C Snowplowing	Snow Removal	10900	2,334.90
1/13/2023	City of Wenatchee	Utilities	10922	365.55
	Net Downtown Wenatchee South			\$2,700.45
<u>OLDS STATION BUSINESS PARK</u>				
1/13/2023	B&C Snowplowing	Snow Removal	10900	9,893.46
1/13/2023	Banner Bank - TF	Maintenance Supplies	10914	46.56
1/13/2023	Chelan County PUD	Utilities	10918	4,797.06
1/13/2023	City of Wenatchee	Utilities	10922	892.91
1/13/2023	Lowe's	Maintenance Supplies	10950	131.46
1/13/2023	Schmitt Electric, Inc.	Building Maintenance	10964	661.27
1/13/2023	Valley Tractor & Rentals, Inc.	Equipment Maintenance	10974	395.62
1/13/2023	Waste Management	Utilities	10977	139.88
	Net Olds Station Business Park			16,958.22

**Chelan Douglas Regional Port Authority
Check Register
2023-02**

PANGBORN AIRPORT

1/13/2023	Ag Supply Co.	Fuel, Diesel, Maintenance Supplies	10894	11,990.46
1/13/2023	Alliant Insurance Svcs, Inc - Irvine Main	Airports Liability Insurance	10895	27,035.00
1/13/2023	Anatek Labs, Inc.	Glycol Testing	10897	150.00
1/13/2023	Banner Bank - CL	Vehicle/Equipment Maintenance	10903	3,925.16
1/13/2023	Banner Bank - RR	Small Tools, Winter Operations	10910	1,862.31
1/13/2023	Banner Bank - TC	Security Expenses	10912	400.00
1/13/2023	Banner Bank - TF	Vehicle/Equipment Maintenance	10914	445.22
1/13/2023	Banner Bank - TM	Phone Service, Membership, Marketing	10915	1,989.05
1/13/2023	Barnes Welding Inc.	Equipment Maintenance	10916	3,447.91
1/13/2023	Co-Energy	Vehicle/Equipment Maintenance	10923	966.50
1/13/2023	Douglas County PUD	Utilities	10932	5,279.00
1/13/2023	Firefly	Managed Services/Projects	10937	2,682.05
1/13/2023	FlashParking, Inc.	Parking Fees	10938	3.79
1/13/2023	Home Depot Pro	Maintenance Supplies	10942	1,364.41
1/13/2023	Jerry's Auto Supply	Vehicle Maintenance	10944	242.54
1/13/2023	Kenneth R Lamb	Meal/Training	10945	17.00
1/13/2023	Les Schwab Tire Center	Kodiak Tire Chains	10948	2,568.12
1/13/2023	Lowe's	Maintenance Supplies	10950	122.46
1/13/2023	M-B Companies, Inc.	Vehicle/Equipment Maintenance	10951	3,052.98
1/13/2023	Midvalley Automotive	Vehicle/Equipment Maintenance	10953	4,040.89
1/13/2023	Moon Security Services	Security Expenses	10954	47.65
1/13/2023	Omnipark Inc.	Parking Software	10958	366.05
1/13/2023	SRM Kodiak	Vehicle/Equipment Maintenance	10965	598.74
1/13/2023	Todd R Flaget	Meal/Training	10970	17.00
1/13/2023	Two Rivers Terminal, LLC	Winter Operations	10972	16,712.58
1/13/2023	USDA, APHIS	Inspection Service	10973	2,864.22
1/13/2023	Valley Tractor & Rentals, Inc.	Equipment Maintenance	10974	876.46
1/13/2023	Voltaire Aviation Inc	Air Service Dev Retainer	10975	4,000.00
1/13/2023	Waste Management	Utilities	10977	660.74
	Net Pangborn Airport			97,728.29

PANGBORN FBO

1/13/2023	AvFuel Corp	Jet Fuel	10899	43,589.42
1/13/2023	Banner Bank - CG	NBAA Membership/Travel	10902	1,496.87
1/13/2023	Banner Bank - FBO	Catering	10905	35.00
1/13/2023	Cintas Corporation	FBO Expenses; Uniforms	10920	146.82
1/13/2023	QTPod	FBO Supplies	10961	364.01
1/13/2023	Waste Management	Utilities	10977	174.37
	Net Pangborn FBO			45,806.49

PANGBORN BUSINESS PARK

1/13/2023	Douglas County PUD	Utilities	10932	2,073.00
1/13/2023	Harvest Valley Pest Control, Inc.	Pest Control	10982	92.06
1/13/2023	Schmitt Electric, Inc.	Building Maintenance	10964	963.71
1/13/2023	York Building Services, Inc.	Janitorial Service	10980	1,535.00
	Net Pangborn Business Park			4,663.77

RPA OFFICE/AVIATION CENTER

1/13/2023	Banner Bank - RR	Building Maintenance	10910	104.98
1/13/2023	Banner Bank - TF	Building Maintenance	10914	228.33
1/13/2023	Douglas County PUD	Utilities	10932	1,521.00
1/13/2023	Lowe's	Maintenance Supplies	10950	4.42
1/13/2023	Star Rentals, Inc.	Building Maintenance	10967	1,469.70
1/13/2023	TK Elevator	Building Maintenance	10983	3,926.31
1/13/2023	Waste Management	Utilities	10977	374.94
	Net RPA Office/Aviation Center			7,629.68

**Chelan Douglas Regional Port Authority
Check Register
2023-02**

<u>LAKE CHELAN AIRPORT</u>				
1/13/2023	Chelan County PUD	Utilities	10918	49.59
	Net Lake Chelan Airport			<u>49.59</u>
<u>MANSFIELD AIRPORT</u>				
1/13/2023	Alliant Insurance Svcs, Inc - Irvine Main	Airports Liability Insurance	10895	5,545.00
1/13/2023	Douglas County PUD	Utilities	10932	50.00
	Net Mansfield Airport			<u>5,595.00</u>
<u>WATERVILLE AIRPORT</u>				
1/13/2023	Alliant Insurance Svcs, Inc - Irvine Main	Airports Liability Insurance	10895	5,545.00
1/13/2023	Keyhole Security Inc.	Maintenance Supplies	10946	45.18
1/13/2023	Lowe's	Maintenance Supplies	10950	312.67
	Net Waterville Airport			<u>5,902.85</u>
<u>MALAGA PROPERTY</u>				
1/13/2023	Chelan County PUD	Utilities	10918	174.77
	Net Malaga Property			<u>174.77</u>
<u>ADMINISTRATIVE & GENERAL</u>				
1/13/2023	Amazon Capital Services	Office Supplies	10896	232.99
1/13/2023	Association of Washington Business	Membership	10898	1,000.00
1/13/2023	Banner Bank - AL	WPPA Annual Mtg; Lodging	10901	546.39
1/13/2023	Banner Bank - DE	WPPA Annual Mtg; Lodging/Meals	10904	640.95
1/13/2023	Banner Bank - JC	CARB Board Mtg/WPPA Annual Mtg; Lodging	10906	745.49
1/13/2023	Banner Bank - JK	WPPA Annual Mtg; Lodging/Meals, DC Delegation; Tra	10981	7,808.79
1/13/2023	Banner Bank - MS	WPPA Annual Mtg; Lodging	10908	546.39
1/13/2023	Banner Bank - RR	Software, Maintenance Supplies	10910	157.78
1/13/2023	Banner Bank - SD	Meeting Meal	10911	12.00
1/13/2023	Banner Bank - TC	Software, Office Supplies	10912	833.64
1/13/2023	Banner Bank - TM	WPPA Annual Mtg; Lodging/Travel	10915	237.14
1/13/2023	Cascade Quality Water	Bottled Water - Office	10917	15.39
1/13/2023	Coleman Oil Company	Fuel	10924	170.00
1/13/2023	Columbia Basin Development League	Membership	10925	625.00
1/13/2023	Craig Larsen	Mileage	10927	186.63
1/13/2023	Firefly	Managed Services/Projects	10937	4,104.30
1/13/2023	Leavenworth Chamber of Commerce	2023 Membership	10947	300.00
1/13/2023	Local Tel Communications	Telephone	10949	51.44
1/13/2023	ODP Business Solutions LLC	Office Supplies	10957	214.16
1/13/2023	Pacific Northwest Waterways Association	2023 Membership	10960	720.00
1/13/2023	Ron Cridlebaugh	Conferences; Travel	10963	978.68
1/13/2023	Stacie de Mestre	Mileage	10966	75.00
1/13/2023	Washington Public Ports Association	Annual Meeting Registration	10976	3,300.00
	Net Administrative & General			<u>\$23,502.16</u>
<u>BUSINESS DEVELOPMENT & MARKETING</u>				
1/13/2023	Banner Bank - JK	Promotional Hosting	10981	752.40
1/13/2023	Banner Bank - RC	Marketing, Conference Registration	10909	3,615.82
1/13/2023	GIS Planning, Inc.	Website Renewal	10940	10,400.00
1/13/2023	Wenatchee World	Legal Advertising	10979	114.45
	Net Business Development & Marketing			<u>\$14,882.67</u>
<u>ECONOMIC DEVELOPMENT CONTRACTS - Municipalities</u>				
1/13/2023	Chelan County PUD	Regional Water Second Source Study	10918	50,267.37
1/13/2023	City of Cashmere	Economic Development Contract	10921	7,318.75
	Net Economic Development Contracts - Municipalities			<u>\$57,586.12</u>

**Chelan Douglas Regional Port Authority
Check Register
2023-02**

<u>CAPITAL PROJECTS</u>			
1/13/2023	Christopher Lytle	Nonresidential Relocation Assistance	10919 17,053.34
1/13/2023	Design West Architects	Trades District Design	10928 30,375.00
1/13/2023	DOH Associates	CTC Shell Restoration	10930 2,025.24
1/13/2023	Douglas County Auditor	Title Transfer/Sales Tax Fuel Truck	10931 23,034.26
1/13/2023	Douglas County Sewer District No. 1	Commercial Apron Engineering	10933 210.13
1/13/2023	Empire Well Drilling LLC	Malaga Vicinity Test Well 1 Project	10934 98,073.02
1/13/2023	Firefly	EF Security Cameras	10937 636.25
1/13/2023	Hurst Construction LLC	Malaga Mobile Home Removal	10943 120,417.50
1/13/2023	Maul Foster Alongi, Inc.	EPA Brownsfields Coalition Grant	10952 24,556.72
1/13/2023	PACE Engineers, Inc.	Pangborn Aviation Building Renovation Topo. Survey	10959 1,138.50
1/13/2023	Ridgeline Graphics, Inc	Waterville Runway Spec Book	10962 60.44
			317,580.40
			666,724.08

VOID: 10907, 10941, 10969

**Chelan Douglas Regional Port Authority
Check Register
2023-03**

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

For approval January 18, 2023 check 10984 in the amount of \$ 1,150.40

Jim Kuntz, Chief Executive Officer _____

Monica Lough, Director of Finance & Admin _____

Date Issued	Claimant	Purpose	Check Number	Amount
<u>ADMINISTRATIVE & GENERAL</u>				
01/18/2023	Banner Bank - PE	Software Subsc, Office Supplies, Board Mtg	10984	1,150.40
	TOTAL			<u>\$1,150.40</u>

**Chelan Douglas Regional Port Authority
Check Register
2023-04**

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

For approval January 25, 2023 check 10988 in the amount of \$ **941.05**

Jim Kuntz, Chief Executive Officer _____

Monica Lough, Director of Finance & Admin _____

Date Issued	Claimant	Purpose	Check Number	Amount
<u>ADMINISTRATIVE & GENERAL</u>				
01/25/2023	Midvalley Automotive	Maintenance Repairs	10988	941.05
	TOTAL			<u>941.05</u>

Chelan Douglas Regional Port Authority
Check Register
2023-05

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

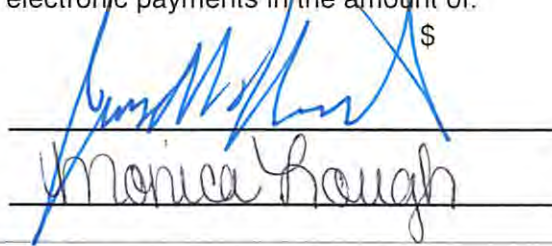
For approval January 31, 2023, checks 10985 - 10987 and electronic payments in the amount of:

\$

311,412.97

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin



<u>Date Issued</u>	<u>Claimant</u>	<u>Purpose</u>	<u>Check Number</u>	<u>Amount</u>
Payroll				
01/31/23	Amador, Lorena	January 2023 Payroll	EFT	4,019.63
01/31/23	Asplund, Randy L	January 2023 Payroll	EFT	1,117.43
01/31/23	Baldwin, Janet L	January 2023 Payroll	EFT	1,432.67
01/31/23	Beidler, Camryn N	January 2023 Payroll	EFT	3,477.38
01/31/23	Blake, Kenny R	January 2023 Payroll	EFT	1,006.61
01/31/23	Burdick-Avis, Julie	January 2023 Payroll	EFT	3,764.37
01/31/23	Camarillo Reyes, Laura	January 2023 Payroll	EFT	3,444.28
01/31/23	Chatriand, Bobbie J	January 2023 Payroll	EFT	3,652.30
01/31/23	Cridlebaugh, Ronald W	January 2023 Payroll	EFT	6,819.30
01/31/23	Day, Skylar	January 2023 Payroll	EFT	3,096.14
01/31/23	de Mestre, Stacie	January 2023 Payroll	EFT	6,621.34
01/31/23	Deenik, Sarah K	January 2023 Payroll	EFT	5,625.48
01/31/23	Degnan, Tricia E	January 2023 Payroll	EFT	5,148.27
01/31/23	DeRock, Richard	January 2023 Payroll	EFT	1,229.18
01/31/23	Downs, Paul J	January 2023 Payroll	EFT	947.38
01/31/23	Etherington, Donn	January 2023 Payroll	EFT	1,738.22
01/31/23	Flaget, Todd R	January 2023 Payroll	EFT	7,650.33
01/31/23	Gamache, Raymond B	January 2023 Payroll	EFT	849.62
01/31/23	Goodrich, Colby	January 2023 Payroll	EFT	4,770.13
01/31/23	Huffman, James D	January 2023 Payroll	EFT	1,433.80
01/31/23	Kern, Dana	January 2023 Payroll	EFT	3,655.49
01/31/23	Kuntz, James M	January 2023 Payroll	EFT	12,606.88
01/31/23	Lamb, Kenneth R	January 2023 Payroll	EFT	6,509.99
01/31/23	Lamb, Shane C	January 2023 Payroll	EFT	3,879.57
01/31/23	Lammert, Emily B	January 2023 Payroll	EFT	2,176.34
01/31/23	Larsen, Craig N	January 2023 Payroll	EFT	6,038.54
01/31/23	Loesack, W Alan	January 2023 Payroll	EFT	1,527.80
01/31/23	Lough, Monica D	January 2023 Payroll	EFT	8,374.10
01/31/23	Martinez, Rafael	January 2023 Payroll	EFT	4,919.46

01/31/23	Moyers, Trent D	January 2023 Payroll	EFT	8,429.62
01/31/23	Orr, Marcus J	January 2023 Payroll	EFT	5,356.92
01/31/23	Rumburg, Concetta	January 2023 Payroll	EFT	1,525.05
01/31/23	Russ, Ronald R	January 2023 Payroll	EFT	8,195.06
01/31/23	Russell, Justin L	January 2023 Payroll	EFT	4,659.32
01/31/23	Ruud, David K	January 2023 Payroll	EFT	461.75
01/31/23	Smith, Charles B	January 2023 Payroll	EFT	3,946.61
01/31/23	Spurgeon, Mark M	January 2023 Payroll	EFT	914.92
01/31/23	Stutzman, Lynn A	January 2023 Payroll	EFT	767.30
01/31/23	Vargas, Manuel A	January 2023 Payroll	EFT	4,640.38
01/31/23	Warren, Kole A	January 2023 Payroll	EFT	3,131.27
01/31/23	HRA VEBA Trust	January VEBA	EFT	1,750.00
01/31/23	Bobbie Chatriand	January Sunshine Fund	10985	135.00
01/31/23	Health Care Authority	February Insurance	10987	50,124.41
01/31/23	Department of Retirement Systems	January Retirement	ACH	41,879.97
01/31/23	US Treasury	January Payroll Taxes	EFTPS	57,963.36
	Net Payroll			<u>311,412.97</u>

VOID: 10986

Chelan Douglas Regional Port Authority
Check Register
2023-06

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

For approval January 31, 2023 checks 10989 - 11058 in the amount of

\$405,837.40

Jim Kuntz, Chief Executive Officer _____

Monica Lough, Director of Finance & Admin _____

Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
1/31/2023	Local Tel Communications	Fire Alarm Service	11028	75.96
1/31/2023	North Cascades Heating & A/C, Inc	Building Maintenance	11035	238.26
	Net Cashmere Mill District			<u>314.22</u>
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
1/31/2023	Chelan County PUD	Utilities	10996	1,099.13
1/31/2023	Crown Paper & Janitorial Supply	Janitorial Supplies	11003	562.99
1/31/2023	Firefly	Hardware Supplies	11016	1,607.02
1/31/2023	Kelley Connect	Copier Maintenance	11024	145.62
1/31/2023	Keyhole Security Inc.	Security System	11025	3,229.56
1/31/2023	Local Tel Communications	Fire Suppression/Telephone	11028	557.44
1/31/2023	Lowe's	Maintenance Supplies	11031	132.26
1/31/2023	Pacific Power Batteries	Maintenance Supplies	11038	106.81
1/31/2023	Pacific Security	Patrol Service	11039	444.00
1/31/2023	Weinstein Beverage Co.	Coffee Supplies	11054	113.97
	Net Confluence Technology Center			<u>7,998.80</u>
<u>DOWNTOWN WENATCHEE SOUTH</u>				
1/31/2023	After Hours Plumbing & Heating, Inc.	Building Repairs	10989	2,130.71
1/31/2023	Cascade Natural Gas	Utilities	10995	893.37
1/31/2023	Chelan County PUD	Utilities	10996	1,496.76
1/31/2023	Inland Fire Protection, Inc.	Building Repairs	11020	432.24
1/31/2023	Local Tel Communications	Utilities	11028	498.15
	Net Downtown Wenatchee South			<u>5,451.23</u>
<u>OLDS STATION BUSINESS PARK</u>				
1/31/2023	Cascade Natural Gas	Utilities	10995	65.76
1/31/2023	Chelan County PUD	Utilities	10996	584.32
1/31/2023	Glacier Supply Group	Building Maintenance	11017	115.34
1/31/2023	Local Tel Communications	Alarm Systems	11028	152.20
1/31/2023	North Cascades Heating & A/C, Inc	Building Maintenance	11035	2,149.00
1/31/2023	Pacific Security	Patrol Service	11039	888.00
	Net Olds Station Business Park			<u>3,954.62</u>

**Chelan Douglas Regional Port Authority
Check Register
2023-06**

<u>PANGBORN AIRPORT</u>				
1/31/2023	Ag Supply Co.	Unleaded, Diesel, Maint Supplies	10990	2,853.48
1/31/2023	Airport Law Enforcement Agencies Network	2023 ALEAN Annual Dues	10991	450.00
1/31/2023	Columbia River Steel Supply	Winter Operations	11001	28.40
1/31/2023	Custom Sock Lab	Promotional Supplies	11004	2,018.70
1/31/2023	Douglas County PUD	Utilities	11010	5,525.00
1/31/2023	Douglas County Sewer District No. 1	Sewer	11011	199.82
1/31/2023	Driveline Service of Wenatchee	Vehicle/Equipment Maintenance	11012	559.12
1/31/2023	East Wenatchee Water District	Water	11013	1,408.60
1/31/2023	Home Depot Pro	Maintenance Supplies	11019	96.50
1/31/2023	Jerry's Auto Supply	Vehicle/Equipment Maintenance	11022	193.52
1/31/2023	Local Tel Communications	Phone/Internet/Cable	11028	481.90
1/31/2023	Lowe's	Maintenance Supplies	11031	161.45
1/31/2023	M-B Companies, Inc	Vehicle/Equipment Maintenance	11032	2,421.95
1/31/2023	Ogden Murphy Wallace, PLLC	Professional Fees	11037	201.50
1/31/2023	Pacific Security	Patrol Service	11039	444.00
1/31/2023	Pat Armstrong Ford	Vehicle/Equipment Maintenance	11040	1,608.29
1/31/2023	Platt Electric Supply	Terminal Maintenance	11041	473.01
1/31/2023	ProDIGIQ, Inc.	Regulatory Compliance	11042	750.00
1/31/2023	S & W Irrigation Supply	Winter Operations	11045	691.33
1/31/2023	Selland Construction, Inc	Winter Operations	11046	3,013.45
1/31/2023	SRM Kodiak	Vehicle/Equipment Maintenance	11047	12.99
1/31/2023	T-O Engineers	Engineering Services	11048	1,207.50
1/31/2023	Two Rivers Terminal, LLC	Winter Operations	11049	7,095.86
1/31/2023	United Rotary Brush Corporation	Vehicle/Equipment Maintenance	11050	3,678.90
1/31/2023	Valley Tractor & Rentals, Inc.	Vehicle/Equipment Maintenance	11051	1,148.65
1/31/2023	Virtower LLC	VirTower Tracking Software	11052	400.00
	Net Pangborn Airport			37,123.92
<u>PANGBORN FBO</u>				
1/31/2023	Cintas Corporation	Uniforms	10999	48.94
1/31/2023	Local Tel Communications	FBO Utilities	11028	218.52
	Net Pangborn FBO			267.46
<u>PANGBORN BUSINESS PARK</u>				
1/31/2023	After Hours Plumbing & Heating, Inc.	Building Repairs	10989	2,182.59
1/31/2023	D&B Backflow LLC	Building Maintenance	11005	205.00
1/31/2023	Douglas County PUD	Utilities	11010	2,212.00
1/31/2023	Douglas County Sewer District No. 1	Sewer	11011	97.00
1/31/2023	East Wenatchee Water District	Water	11013	371.00
1/31/2023	Local Tel Communications	Fire Alarm Service	11028	37.74
	Net Pangborn Business Park			\$5,105.33
<u>RPA OFFICE/AVIATION CENTER</u>				
1/31/2023	Cascade Natural Gas	Utilities	10995	15,593.21
1/31/2023	D&B Backflow LLC	Building Maintenance	11005	58.00
1/31/2023	Douglas County PUD	Utilities	11010	1,849.00
1/31/2023	Douglas County Sewer District No. 1	Sewer	11011	403.52
1/31/2023	East Wenatchee Water District	Water	11013	302.80
1/31/2023	Holiday-Parks, Inc.	Building Maintenance	11018	1,757.82
1/31/2023	Inland Fire Protection, Inc.	Building Maintenance	11020	349.63
1/31/2023	Local Tel Communications	Building Maintenance	11028	147.31
	Net RPA Office/Aviation Center			20,461.29

**Chelan Douglas Regional Port Authority
Check Register
2023-06**

<u>MANSFIELD AIRPORT</u>				
1/31/2023	Virtower LLC	VirTower Tracking Software	11052	400.00
	Net Mainsfield Airport			<u>400.00</u>
<u>WATERVILLE AIRPORT</u>				
1/31/2023	Ag Supply Co.	Maintenance Supplies	10990	23.61
1/31/2023	Barnes Welding Inc.	Camera Use Agreement	10994	947.75
1/31/2023	Douglas County Cemetery District #2	2022 Interlocal	11009	7,000.00
1/31/2023	Douglas County PUD	Utilities	11010	58.00
1/31/2023	Keyhole Security Inc.	Maintenance Supplies	11025	43.48
1/31/2023	Lowe's	Maintenance Supplies	11031	32.49
1/31/2023	Virtower LLC	VirTower Tracking Software	11052	400.00
	Net Waterville Airport			<u>8,505.33</u>
<u>LAKE CHELAN AIRPORT</u>				
1/31/2023	Lake Chelan Airport	Q1 Airport Operations	11026	11,778.96
1/31/2023	Virtower LLC	VirTower Tracking Software	11052	400.00
	Net Lake Chelan Airport			<u>\$12,178.96</u>
<u>ORONDO RIVER PARK</u>				
1/31/2023	Douglas County PUD	Utilities	11010	68.00
1/31/2023	Local Tel Communications	Internet	11028	65.90
	Net Orondo River Park			<u>\$133.90</u>
<u>MALAGA PROPERTIES</u>				
1/31/2023	Chelan County PUD	Utilities	10996	26.53
	Net Malaga Property			<u>\$26.53</u>
<u>ADMINISTRATIVE & GENERAL</u>				
1/31/2023	Alan Loeb sack	Mileage	10992	101.88
1/31/2023	Chelan Douglas Transportation Council	2023 Membership Dues	10998	17,552.00
1/31/2023	Coleman Oil Company	Fuel	11000	287.79
1/31/2023	CPI Printing	Office Supplies	11002	441.40
1/31/2023	Davis Ameil Law Firm, LLP	Legal Services	11006	6,404.50
1/31/2023	Donn Etherington	Mileage	11008	269.38
1/31/2023	Emily B Lammert	Mileage/Office Supplies	11014	93.84
1/31/2023	FedEx	Supplies	11015	72.33
1/31/2023	J. C. Baldwin	Mileage/Meals	11021	311.67
1/31/2023	Jim Huffman	Mileage	11023	130.15
1/31/2023	Local Tel Communications	Telephone	11028	896.92
1/31/2023	Lodestar Strategic LLC	Consulting Services	11029	6,000.00
1/31/2023	Lorena Amador	Mileage	11030	8.44
1/31/2023	Mark M Spurgeon	Mileage	11033	27.75
1/31/2023	Monica Lough	Mileage/Memberships	11034	260.68
1/31/2023	ODP Business Solutions, LLC	Office Supplies	11036	337.10
1/31/2023	Ogden Murphy Wallace, PLLC	Legal Services	11037	805.00
1/31/2023	RH2 Engeneering, Inc.	General/Economic Development Support	11043	1,537.29
1/31/2023	Richard DeRock	Mileage	11044	16.25
1/31/2023	Washington Public Ports Association	2023 Membership	11053	16,883.00
1/31/2023	Wenatchee Valley Chamber of Commerce	2023 Membership	11055	8,000.00
1/31/2023	Xerox Corporation	Printer Usage	11057	263.41
	Net Administrative & General			<u>\$60,700.78</u>

**Chelan Douglas Regional Port Authority
Check Register
2023-06**

<u>BUSINESS DEVELOPMENT & MARKETING</u>				
1/31/2023	Davis Arneil Law Firm, LLP	Public Records Requests	11006	2,655.00
1/31/2023	Go USA, Inc.	Logo Wear	11058	207.10
1/31/2023	Wenatchee World	Legal Advertisement	11056	196.48
	Net Business Development & Marketing			<u>3,058.58</u>
<u>ECONOMIC DEVELOPMENT CONTRACTS</u>				
1/31/2023	Lake Chelan Wine Valley	4Q22 Partners Contribution	11027	3,707.50
	Net Economic Development Contracts			<u>3,707.50</u>
<u>CAPITAL PROJECTS</u>				
1/31/2023	ALSC Architects	Pangborn GA Terminal Building	10993	4,157.50
1/31/2023	Chelan County Water Cons. Board	Malaga Water Improvements	10997	1,500.00
1/31/2023	Department of Health	Malaga Water Improvements	11007	102.00
1/31/2023	Ogden Murphy Wallace, PLLC	Malaga Property - LAMIRD	11037	1,799.50
1/31/2023	Ogden Murphy Wallace, PLLC	Santa Cruz Farm, LLC Property Purchase	11037	678.50
1/31/2023	RH2 Engineering, Inc.	Malaga Water Improvements	11043	48,287.06
1/31/2023	RH2 Engineering, Inc.	LOJO Cooling Water Disposal Evaluation	11043	778.74
1/31/2023	T-O Engineers	MALSR Constr Assistance	11048	59,099.46
1/31/2023	T-O Engineers	Pangborn Taxiway A Realignment	11048	45,563.06
1/31/2023	T-O Engineers	Terminal Apron Reconstruction	11048	50,626.05
1/31/2023	T-O Engineers	Glycol System Assistance	11048	2,208.91
1/31/2023	T-O Engineers	AGIS Terrain Survey	11048	481.25
1/31/2023	T-O Engineers	RPZ Land Acquisition	11048	142.50
1/31/2023	T-O Engineers	GA Terminal Project	11048	2,480.00
1/31/2023	T-O Engineers	Exec Hangar Site Design	11048	17,944.84
1/31/2023	Wenatchee World	Legal Ad - Malaga Water Improvements	11055	599.58
	Net Capital Projects			<u>236,448.95</u>
TOTAL				<u>405,837.40</u>

Chelan Douglas Regional Port Authority

Board of Directors Calendar

January 2023

Date	Meeting	Location	DE	RD	JCB	AL	MS	JH
1/6	Upper Valley Commisioner Meeting	Big Y Café			X			
1/6	Pick Up Binder	CDRPA					X	
1/10	CDRPA Board Meeting	CTC	X	X	X	X	X	X
1/12	CDTC Meeting	CTC			X		X	
1/12	Community Air Service Meeting	CDRPA					X*	
1/13	Eric ffitch Meeting	CDRPA	X				X	
1/17	Wenatchee Valley Chamber Board Meeting	Wenatchee Chamber	X				X	
1/17	Meeting w/ Adam B & Jim Thomas	Oneonta Office	X*					
1/18	Aquatic Center Meeting	CTC						X
1/19	NCW Tech Kick Off	Pybus	X					
1/19	City of Cashmere; J. Fletcher	Weeds Café			X			
1/19	Army Air National Guard	Tacoma, WA		X			X	
1/20	Army Air National Guard	Tacoma, WA		X			X	
1/23	Douglas County Commission Meeting	Douglas County Transp. & Land			X			X
1/24	CDRPA Board Meeting	CTC	X	X	X		X	X
1/27	Chamber Meeting; Retail Theft	Convention Center	X					
1/29	Washington DC Delegation	Travel to Seattle	X	X			X	
1/30	Washington DC Delegation	Washington, DC	X	X			X	
1/30	Testify on Aquatics Bill	Zoom			X			
1/30	SB 5001 Hearing	Zoom						X
1/31	Washington DC Delegation	Washington, DC	X	X			X	
*	denotes multiple meetings on same day							

**Port of Chelan County
Check Register Log
2023 - January**

<u>Date Issued</u>	<u>Register #</u>	<u>Reason</u>	<u>First #</u>	<u>Last #</u>	<u>Amount</u>
1/13/2023	2023-01	CERB Loans - CTC/Cashmere Sunset Hwy	5113	5113	\$ 124,310.38

One Transaction for approval February 28, 2023 total:

\$124,310.38

Voided checks: None

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

Executive Director



Dir. of Finance & Admin.

Commissioner Etherington

Commissioner DeRock


Commissioner Baldwin

**Port of Chelan County
Check Register
2023-01**

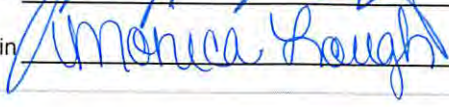
We, the undersigned Commissioners of Port of Chelan County, Chelan County, Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval January 13, 2023 - Check 5113 in the amount of \$ 124,310.38

Jim Kuntz, Executive Director



Monica Lough, Director of Finance & Admin



Date Issued	Claimant	Purpose	Check #	Amount
1/13/2023	Department of Commerce	CERB Loan - Sunset Ave Highway Improvements	5113	\$ 75,780.94
1/13/2023	Department of Commerce	CERB Loan - Confluence Technology Center	5113	\$ 48,529.44

Voided Checks: None

Memo

To: **Board of Directors**

From: **Sarah Deenik**

Cc: **Jim Kuntz**
Ron Cridlebaugh

Date: **February 8, 2023**

Re: **Partners in Economic Development Request – Wenatchee
Downtown Association**

We have received a 2023 Partners in Economic Development funding request from the Wenatchee Downtown Association, for a total of \$4,000. Please find their application materials attached.

- **The organization is requesting \$4,000 for the Possibilities Tour & Pop-Up Event.**

Also included for your review:

- **A summary recap sheet showing prior year commitments and available 2023 funding that has been set aside for the non-profit category.**



**2023 Partners in Economic Development
Non-Profits**

Budget: **\$ 93,222**

Projects Approved:

WV Sports Foundation - Winter Special Olympics (Prior Year Approval)	\$ 7,000
Our Valley Our Future (\$20k Pass Thru)	\$ 20,000
Lake Chelan Wine Alliance (estimated 75% in 2023 - \$14,830 approved in total)	\$ 11,123
Greater Leavenworth Museum (estimated 75% in 2023 - \$6,800 approved in total)	\$ 5,100
Cashmere Chamber of Commerce - "Sustainable Organization Strategy Plan"	\$ 12,000
	\$ 55,223

Available Funding: **\$ 38,000**

Pending Requests:

Wenatchee Downtown Association - Possibilities Tour/Pop Up Event	\$ 4,000
TREAD - Collective Impact Software	\$ 20,000

Selection Criteria

Measurably contribute to the economic development of Chelan and Douglas Counties.
Examples include projects that will:

- 1) Retain and/or create living-wage jobs.
- 2) Stimulate private sector capital investments.
- 3) Infrastructure investments that directly support economic development.
- 4) Strategic planning efforts which have a strong probability of achieving measurable economic development results.



PARTNERS IN ECONOMIC DEVELOPMENT NON PROFITS

PROGRAM PURPOSE

The Chelan Douglas Regional Port Authority (CDRPA) is a regional leader in efforts to achieve long-term economic vitality for Chelan and Douglas Counties.

Effective economic development requires a dynamic synergy of people and organizations working together. The CDRPA acknowledges that nonprofits play a unique role, extending deeply into communities in a way no other entity can. The CDRPA has created the Partners in Economic Development Program to make strategic financial investments in nonprofits contributing to economic development.

The Partners in Economic Development Program is an annual grant program created to:

- Help start, scale, and/or improve programs that measurably contribute to the economic vitality of Chelan and Douglas Counties; and
- Fund capacity building to enhance long-term sustainability of organizations that have missions contributing to economic development in Chelan and Douglas Counties.

ELIGIBLE ORGANIZATIONS

To qualify for potential funding through this program, an organization must be a nonprofit and provide proof of a current/active Washington State Secretary of State corporate registration. For organizations with an IRS tax-exempt status, they must be in good standing and provide proof of submission of their most recent Form 990.

ELIGIBLE PROGRAMS

Programs that qualify must:

- Measurably contribute to the economic development of Chelan and Douglas Counties. Examples include projects that will:
 - Retain and/or create living-wage jobs.
 - Stimulate private sector capital investments.
 - Infrastructure investments that directly support economic development.
 - Strategic planning efforts which have a strong probability of achieving measurable economic development results.

PRIORITIES

The CDRPA will prioritize proposals that fulfill one or more of the following:

- Address a proven need or gap;
- Illustrate a strong proof-of-concept for achieving measurable economic development impact;
- Demonstrate sustainability without continued financial support from the CDRPA;
- Demonstrate collaboration/partnership with other public and private entities;
- Clearly contributes to the long-term sustainability of an organization whose mission furthers economic development;
- Has membership dues as part of their funding structure;
- Nonprofit organizations that serve rural communities in Chelan and Douglas Counties.

REQUEST GUIDELINES

- Proposals are typically funded between \$5,000 and \$20,000.
- Partial funding for a larger program may be requested; however the proposal must clearly demonstrate how the remainder of the project will be funded.
- Multi-year programs may be submitted, but a new proposal must be submitted each year with subsequent requests contingent upon availability of funds and satisfactory progress toward meeting program objectives.

FUNDING & DISBURSEMENT

- For fiscal year 2023, the CDRPA has set aside \$50,000. Applications can be submitted for funding at any time until the fund is fully allocated.
- The CDRPA will reimburse funds quarterly by invoice. If an up-front investment is required, organizations should indicate the distribution plan necessary (and why) on the Application Form.

PROPOSAL REQUIREMENTS

An organization must submit the **Application Form**.

Proposals may be delivered in one of three methods:

- Electronically (PDF only)
- Mailed (3 printed copies)
- Delivered in-person (3 printed copies)

Chelan Douglas Regional Port Authority
Attn: Ron Cridlebaugh
One Campbell Parkway, Suite A
East Wenatchee, WA 98802-9290.

EVALUATION CRITERIA

- Adherence to proposal and submission requirements.
- Retain and/or create living wage jobs.
- Stimulate private sector capital investments.
- Infrastructure investments that directly support economic development.
- Strategic planning efforts which have a strong probability of achieving measurable economic development results.

FUNDED PARTNER EXPECTATIONS

- Organization will enter into Partner Agreement defining expectations and Scope of Work
- Verbal presentation may be requested at a CDRPA Board of Directors Meeting

PROPOSAL TIMELINE

Grant Applications will be evaluated by Regional Port staff and provided to the Board of Directors during an open public meeting for approval.

QUESTIONS

Questions related to this program should be directed to Ron Cridlebaugh, Director of Economic & Business Development, 509-884-4700 or via email at ron@cdrpa.org.



**Partners in Economic Development Program
Nonprofits Application Form**

Organization Name:

Wenatchee Downtown Association

Organization Address:

103 Palouse St. Ste. 35 , Wenatchee WA 98801

Organization Phone Number:

509-662-0059

Program Title:

Possibilities/Economic Efforts

Program Contact:

Rosa Pulido

Contact Phone:

509-929-9280

Contact E-mail:

Rosa@wendowntown.org

Contact Title/Position:

Executive Director

Is the Organization a dues paying entity? (Do members pay dues as part of membership requirement) Yes No

Investment request is to fund:

- Starting, scaling, and/or improving program/project
- Capacity Building (Investment in future sustainability)
- Other (Please Specify Below)

Provide a program description, including: Justification (how this program/project will improve economic development in Chelan and Douglas Counties); Methodology, including if/how program/project will be sustainably maintained; Work to date (if any); Partners committed, if any (commitment letters required for partners); and Deliverables defined.

The Possibilities Tour provides opportunities to showcase completed renovated buildings and spotlight available spaces to lease.

We believe there's an opportunity to assist buildings that are currently under renovation with additional signage as their projects proceed.

We want to support a pop-up event, specifics yet to be determined.

Program Start Date (if applicable):

May 2023

Program End Date (if applicable):

December 2023

Program timeline/milestones (by quarter):

Second Quarter:

Opportunity for assistance as renovated projects proceed.

Third Quarter:

Possibilities Tour/Pop Up Event

Total Program Cost:

\$28,000 commitment to Economic Development

Requested Port Funding:

\$4,000

Budget total, broken out by category. (Note: Indirect costs are not allowed)

Of the \$28,000 we have dedicated \$20,000 for a new grant program and \$8,000 will be allocated to direct economic development support in the downtown.

Is this request for partial funding of a larger project? If so, identify other funding **requested** for this project (entity, amount requested and anticipated award date), and other funding **secured** for this project (source, amount secured).

We will find a way or make a way.

Is this a multi-year project? If yes, what are the anticipated funding needs for future years?
Yes, we hope to continue this program in the future.

If this program is not funded at the full requested amount, how will the organization adjust for less funding?

We will find a way or make a way.

Expenses are reimbursed quarterly by invoice/report; explain if another option is needed:
No other option is needed.

Definition of success of the project/program, including metrics used to evaluate success (may be quantitative and/or qualitative) and method for gathering metrics:

The success of the Possibilities Tour is measured in a couple of ways. One, property owners have an opportunity to showcase completed projects and/or showcase current spaces for lease. Participants get better connected to what is available for town downtown, change is happening downtown.

Second, exposing potential new businesses through a pop-up event.

Thirdly, signage will help assist businesses under renovation with better promotion and exposure of building space.

Has this organization received previous funding from the Port of Chelan County and/or Port of Douglas County? If so, list other funding received and when:

Yes, we have received funding for many years to support the Wenatchee Downtown Association programs.

In addition to a completed Application Form, please provide the following:

1. Strategic Plan including mission and goals;
2. Current year budget (including all income and expenses by category);
3. Upcoming (proposal) year budget (including all income and expenses by category);
4. List sources of support (especially if public sector);
5. List of Board members;
6. Active WA Secretary of State corporate registration;
7. IRS Tax Determination Letter (if none, explain); and
8. Most recent federal tax filing (IRS 990 cover page or 990-N post card), if applicable.

Add additional pages, as needed, to complete questions, but please do not exceed a five page application (excluding the attachments requested above).

Questions related to this program should be directed to Ron Cridlebaugh, Director of Economic & Business Development, 509-884-4700 or via email at ron@cdrpa.org



Chelan Douglas Regional Port Authority
Partners in Economic Development Program

February 2nd, 2023

As this organization transitions with a new Executive Director, we want to sincerely thank you for the years of support. You have helped us in our Economic Development efforts and we create a vibrant downtown.

This is a list of funding sources for our grant application:

1. Our MSTCI (Main Street Tax Credit Incentive) Program allows businesses to self direct their B&O tax to this downtown. This year we have 15 different businesses that supported us in this effort.
2. We have "sponsors" for our specific fund raising events that we do throughout the year. Along with that we have connections with other initiatives like Trick or Treat the Ave and Heroes Banners that also connect us to this community.
3. Our City partners with us for assistance to Building Owners as to the process for Historic Renovation Tax Credits and Special Valuation credits. This is a contract for services.
4. We closely partner with our Chamber to provide services to our business and also align with the Destination Marketing efforts ongoing to spotlight our downtown.
5. We give businesses and organizations that choose to partner with us and become members. This gives us some added support.

Thank you for this consideration,

A handwritten signature in blue ink that reads "Rosa Pulido".

Rosa Pulido – Executive Director

Our mission is to strengthen and enrich the downtown experience for all.

www.WENDOWNTOWN.org

103 Palouse Street, Suite 35 | Wenatchee, WA 98801 | 509-662-0059



Current Board Members:

Jerri Barkley - President **2022 & 2023**
Representing Visit Chelan County
14 N. Wenatchee Ave. Wenatchee, WA 98801
509 699-8555 jerri@wenatchee.org

Josh Tarr – Vice President **2022 & 2023**
Representing American Shoe Shop
126 N. Wenatchee Ave. Wenatchee, WA 98801
509 741-0408 jostarr@nwi.net

Bob Culp - Treasurer **2025**
Representing: Wenatchee Historic Preservation Board
610 N. Chelan Wenatchee, WA 98801 509 663-0544

Freyda Stephens - Secretary **2023**
Representing the Coast Wenatchee Center Hotel
201 N. Wenatchee Ave. Wenatchee, WA 98801 509 662-1234
fstephens@wenatcheecenter.com

Allen Larsen
Representing: Firehouse Pet Shop 2023
17 S. Wenatchee Ave. Wenatchee, WA 98801 509 699-3281
Adlarsen1@gmail.com

Anna Thomas **2025**
Representing Confluence Health
820 N. Chelan Ave. Wenatchee, WA 98801 509 663-8711
Anna.thomas@confluencehealth.org

Tyler Russell **2025**
Representing Tumbleweed
1 N. Wenatchee Ave. Wenatchee, WA 98801
509 423-4722 tyler@tumbleweedbeadco.com

Stacie DeMestre **2023**
Representing Chelan/Douglas Regional Port Authority
1 Campbell Parkway Suite A East Wenatchee, WA 98802
509 630-2545 stacie@cdrpa.org

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103 Palouse Street, Suite 35 | Wenatchee, WA 98801 | 509-662-0059



Alex Haley **2024**
Representing Numerica Performing Arts Center
812 N. Wenatchee Ave. Wenatchee, WA 98801
509 662-6117 alexh@numericapac.org

Greg Wilson **2025**
Representing Designer Floors
19 N. Wenatchee Ave Wenatchee, WA 98801
509 664-9021 designerfloors68@gmail.com

Ex-Officio – Wenatchee City Council
Travis Hornby
P.O. Box 519 Wenatchee, WA 98807 509 888-6204
thornby@wenatcheewa.gov

Staff:

Linda Haglund – Executive Director
509 679-7737 Cell
Hire Date: 7/1/2011 – Retirement Date 2.28/2023
linda@wendowntown.org

Rosa Pulido – Executive Director
509 929-9280
Hire Date 2/1/2023
rosa@wendowntown.org

Katie Baldwin – Operations and Outreach Coordinator
509 881-0263
Hire Date: 8.1.21
katie@wendowntown.org

Our mission is to strengthen and enrich the downtown experience.

www.WENDOWNTOWN.org

103 Palouse Street, Suite 35 | Wenatchee, WA 98801 | 509-662-0059

BUSINESS INFORMATION

Business Name:

WENATCHEE DOWNTOWN ASSOCIATION

UBI Number:

601 128 912

Business Type:

WA NONPROFIT CORPORATION

Business Status:

ACTIVE

Principal Office Street Address:

103 PALOUSE ST STE 35, WENATCHEE, WA, 98801-2251, UNITED STATES

Principal Office Mailing Address:

Expiration Date:

11/30/2023

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

11/10/1986

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

CIVIC, NON-PROFIT 501 C-3

Charitable Corporation:



Nonprofit EIN:

91-0823589

Most Recent Gross Revenue is less than \$500,000:



Has Members:



Public Benefit Designation:



Host Home:



REGISTERED AGENT INFORMATION

Registered Agent Name:

WENATCHEE DOWNTOWN ASSOCIATION

Street Address:

103 PALOUSE ST STE 35, WENATCHEE, WA, 98801-2251, UNITED STATES

Mailing Address:

	C	D	E	F	G	H	I	J	K	L	M	N
1	WDA Budget Worksheet											
2	2023 Budget											
3		YTD 2023	YTD2023	2023 Bud	2023 Bud	2022 YTD	2022YTD	2022 Bud	2022Bud	2022 Final	2022 Final	
46	GNO			\$7,000.00	\$2,000			\$7,000.00	\$2,000.00	\$5,060.00	\$2,686.00	
47	Spring Event			\$10,000.00	\$4,000			\$3,000.00	\$2,000.00	\$9,964	\$56,071.00	
48	Wine Walk			\$12,000.00	\$5,000			\$12,000.00	\$5,000.00	\$18,604.00	\$8,538.00	
49	Halloween			\$4,000.00	\$4,000			\$600.00	\$3,000.00	\$4,200.00	\$4,262.00	
50	Christmas								10,000.00			
51	District Focused			\$1,000.00	\$1,000			3,000.00	\$3,000.00	\$4,834.00	\$1,080.00	
52	Cookie Stroll			\$4,200.00	1500							
53	First Fridays			\$5,000.00	5000				\$1,000.00			
54	Sidewalk Sale				\$300				\$300.00		\$255.00	
55	Misc.			\$1,000.00	\$1,000				1000	\$479.00	\$1,633.00	
56	Total Promotion			\$44,200.00	\$23,800			\$25,600.00	\$27,300.00	\$43,141.00	\$23,525.00	
57												
58	<u>Grand Total</u>			\$289,200.00	\$270,344			\$259,600.00	\$254,656.00	\$287,599.00	\$217,024.00	
59												
60	Monthly Comp											
61	Income											
62	Expense											
63												
64	Statements		Previous		Renewal							
65												
66	Peoples Checking											
67	Peoples CD	\$87,659.64	\$87,648.11									
68	CVB CD	\$43,926.99	\$43,883.22		15-Oct							
69	Lighting/Landscape	\$303.00	\$302.97									

Design Committee Work Plan 2023

Chair: Stephanie Musser
 Board Member: Bob Culp

Project or Initiative	How does it align	Who is Involved	SPA	Work Involved	Budget	Timeline	Measuring Success	Continue Y/N
<u>Landscaping & Baskets</u>	Beautification of Downtown	City of Wenatchee Business Owners	ED	Meeting with the city to come up with a planting plan and selection of flowers Working with businesses to tend to the large pots	\$10,000.00 Expense	Begins in January. Meeting to discuss the future of the planting	The downtown looks better than ever Have had a hard time in the past 2 years with flower baskets and planter areas. Afidis and other bugs as well as spratic watering.	
<u>Non Profit Ambassador Program</u>	Connects other non profits to their downtown and provides a source of revenue. Downtown is cleaner and better connected	A maximum of 7 non profits. City of Wenatchee	ED	For the 7 better weather months, we will give non profits that will adopt the downtown for a month. they will walk, clean up and connect	17,500.00 Expense \$2500.00 a m Will put the GIVE NCW funds towards this	Start to solocite the non profits in January. It will start in April.	Downtown looks better. Garbage is consistently cleaned up and people see people who care about downtown walking around. It is an opportunity for younger volunteer to engage.	
<u>Steamcleaning the Sidewalks</u>	Our sidewalks are bad. Need a consistend way to keep them cleaned	One specific businesses downtown called Designer Floors City of Wenatchee	Greg Wilso	We will ask the city to clean the streets more consistently. We will purchase a steamcleaner and this business has offered to facilitate	\$2,000.00 Income \$2,000.00 Expense	Once Winter is over this will get started.	Downtown will look better than is does typically. The city is taxed with other parks and venues over the summer. We need to help out by taking more of this on if we want it to happen.	
<u>Holiday Decorations</u>	Will make downtown present better for the holidays.	Fundraising efforts for sponsors and grants	ED	We need to come up with a plan for what we want downtown to look like and implement that plan	\$10,000.00 Expense	Will attack at our first meeting of the year in January.	Downtown looks more like a holiday experience than an after thought to Leavenworth.	
<u>Honoring Our Heroes Banner Project</u>	This connectes our community in a different way than anything else we do.	Three Sponsors, The Bunker and Vets Hall. George Turner	ED & Linda Helping	Heavy lift for sure. 2023 will be our 6th year with this effort. Work starts in the spring and carries till the end of November	\$10,000.00 Income \$10,000.00 Expense	It starts in April with getting the new heroes identified. Gathering pics and stories. 70 to hang in Wenatchee 30 to hang in East Wenatchee	This is a true communitiy service project. All the money collected beyond the production of the banners goes to Vets services locally. This project has exposed so many people to downtown.	

Committee Members: Bob Culp, Dan Roach, Adele Wolford & Stehanie Musser

Economic Committee Action Plan 2023

Chair: Sam Mills & Mike Salmon
 Board Member: Stacie DeMestre

Project or Initiative	How does it align	Who is Involved	SPA	Work Involved	Budget	Timeline	Measuring Success	Continue Y/N
<u>Downtown Possibilities Tour</u>	Shows available spaces and newly renovated spaces	C/D Port Authority City Of Wenatchee Property owners	ED	Coordinating with Property Owners for their building typically in June	\$3,000.00	Apply for Port Grant in Spring Set date for July tour by April	Spaces Rented Interest in business downtown.	
<u>Engage with development of Lineage, PUD Property & Weidner Apartments</u>	We don't want this to be to us without us. We need to be able to speak with known information	City of Wenatchee, CC PUD & C/D Regional Port	ED with t Port	Attend meetings voice at those meetings when appropriate		Ongoing all year long	When PUD moves out there is something happening other than vacant buildings	
<u>Continue on New Business Tool Kit and continue working with city on codes and barriers to new businesses.</u>	New businesses are still struggling with opening buisnesses. Need to be an adovacte	City of Wenatchee	ED	Connect with prospective new businesses and walk with them through the processes before too late in the game.		Ongoing all year long	Less struggle with new businesses and permitting processes.	
<u>Coninue to access tennant mix and available spaces</u>	Vibrant downtown	Building owners New businesses	ED	We need to be the ones they come to when looking to lease or when spaces are open		Ongoing all year long	We see all the spaces filled	
One Million Cups	Supports new businesses	Chamber, WDA SBDC	Chamber	Monthly meeting		First Wednesday of each Month	New businesses thriving	
Community Job Fair	Supports our merchants	Chamber Partner	Chamber & ED	Keep the active participant list Map and information Day of support	1000	Start sourceing in July for a September date	Businesses found new employoes All booths filled.	

Committee Members: Sam Mills, Mike Salmon, Stacie DeMestre, Kevin Vilulli, Kyle Hendrickson, Jake Davison, Andrew Hilger, Chris Martin, Russ Speidel, Dave Gellatly, Dan Linge and Laura Gloria (City Of Wenatchee)

2023 Wenatchee Downtown Association Strategic Plan
 "Into The Future"

Board Chair: Jerri Barkley, Josh Tarr - Vice,
 Bob Culp - Treasurer, Freyda Stephens - Secretary

Project or Initiative	How does it align	Who is Involved	SPA	Work Involved	Budget	Timeline	Measuring Success	Continue Y/N
<u>Focus on the Future</u>	Moving this organization forward with a new leader	Board Committees		What are new areas of focus to work on to keep moving forward with property owners business owners and key partners.		Wants to have the new ED in place the 2nd week of February for a two week crossover	This organization will not miss a beat with a new ED comes in. The new ED will be connected to key partners and community leaders to assure they are looped in to all that is going on in and around downtown	
<u>Work to improve the process for new businesses to open up</u>	We need to make the process less difficult and more coloborative for potential new businesse	Board City of Wenatchee Key Property Owners		We need to have consistent meetings with the city to assure the process is what we think it is and is working to encourage new business.		Need to have a path in the beginning of the year.	We "say" we are new business friendly, but the truth is, it is way too difficult to navagate the system. We need to do better at this from a community perspective.	
<u>Be present at key planning for PUD Property Redevelopment Weidner Development Lineage Development</u>	All three developments will impace downtown.	ED, key board City Staff Port Staff		Ongoing meetings where the future is planned and discussed. We cannot let them do it to us without us		Ongoing from Jan 1.	It is so important that the Downtown has a voice when development is decided. We need to all march in step for the good of downtown and our community	
<u>Assure key job description for 2nd in the office.</u>	Required	Board ED		Need to early on with the new Ed, access the needs for the organization based on new ED skills and gaps.		March 1st needs to begin this work.	This will be key in the new ED's path forward.	
<u>Recruit new committee members</u>	With new leadership comes new vision. Needs to include new volunteers	ED Board		Access the current committee members and identify gaps and recruit.		Starting March 1st	At year end there are new members to committees and new energy with those new members	
<u>Revisit By Laws and Policies Manual</u>	The new ED hire identified some needed changes	Board New ED		Hammering out any needed changes to go for final board approval		Should try to complete by June 1st	New approved By Laws and Policies and procedures manual.	

Board Members: Stacie DeMestre, Allen Larsen, Stacey Asher, Tyler Russell, Alex Haley, Anna Thomas. City Council Member: Travis Hornby

Org/Outreach/Finance Committee Work Plan 2023

Chair: Jerri Barkley

Board Members: Bob Culp, Freyda Stephens, Josh Tarr

Project or Initiative	How does it align	Who is Involved	SPA	Work Involved	Budget	Timeline	Measuring Success	Continue Y/N
<u>Hire A New Executive Director</u>	Required for our Accreditation	Board and Hiring Team Including State MS Director	Board Chair	In January Interviews will be conducted. A list of finalists for consideration	75-80K Expense	Wants to have the new ED in place the 2nd week of February for a two week crossover	This organization will not miss a beat with a new ED comes in. The new ED will be connected to key partners and community leaders to assure they are looped in to all that is going on in and around downtown	
<u>Annual Appreciation Dinner</u> -	Per our accreditation and By Laws, we have a annual dinner. It spotlights and awards exceptional stories from 2022	Board Key Community leaders to present the awards.	ED	Tickets will go on sale in January. Decorating to our annual theme. Order awards.	5,000.00 Income \$5,000.00 Expense Will put the GIVE NCW funds towards this	Save the date cards go out in January. Tickets go on sale Date set is February 22nd.	It is the one time where downtown celebrates each other and sits down to dinner together. We support and showcase exceptional businesses and volunteers.	
<u>MSTCI</u> -	Critical to our financial success.	ED and staff Specifically and helps promote.	ED & Board	Begins the 2nd week of January for round #1. Then ongoing throughout the year till cap is reached.	200K Income	Ongoing from 2nd week of January till year end.	This has single handed allowed this organization to move the needle in programs and projects. It allows us to focus on the work of this non profit and not have to beg for money all the time. The success is measured on how we spend the	
<u>Budget Oversight</u>	Ongoing	Board Treasurer ED and monthly oversight for how we are doing.	Treasurer	How are we spending our resources and how is the projected income coming in.	\$285,000.00 Income \$259,844.00 Expense	Budgeting starts in October annually and presented to board in December for approval.	We do what we say and say what we do and there is no question on how the money comes in and goes out.	
<u>Membership Drive</u> -	It connects businesses both inside and outside the downtown to allow them to support a great cause.	New ED, Board Promotions	ED	Early in the year, the board will stragize a drive and assign tasks to reach out to new potential members and donors	\$20,000.00 Income	Membership renewal is ongoing all year long. This drive and new focus will happen in the first quarter of 2023	More connected to this organization	

Committee Members: Currently this committee is made up of our Executive Committee

Promotions Committee Work Plan 2023

Chair: Jamie Huber

Board Members: Jerri Barkley & Stacey Asher

Project or Initiative	How does it align	Who is Involved	SPA	Work Involved	Budget	Timeline	Measuring Success	Continue Y/N
<u>First Fridays Downtown</u>	Ongoing downtown awareness Campaign	Chamber Arts Alliance Business Owners	Staff	Monthly gathering of in store events and restaurant offerings Updating QR code and map Summer extra offerings like Bands	\$5,000.00 Income \$5,000.00 Expense	Ongoing every First Friday throughout the year	The community looks forward to new and fun things downtown on the First Friday of the month.	
<u>Spring Wine Walk</u>	Brings people into stores with an offering of hard ciders and wines and a fun day downtown	18 Businesses 18 Wineries/Cider businesses Chamber is our main partner	ED & Staff	Coordinate participating businesses and Chamber works on wineries and cider companies. Purchasing WSLCB permits Intensive coordination	10,000.00 Income \$4,000.00 Expense	Begins in January For a March 18th Event Date	When people say "I went into stores I didn't even know was in downtown. When the businesses and participants have a great day downtown.	
<u>Girls Night Out</u>	Brings ladies into downtown for a fun shopping day	Businesses in the downtown	ED, Staff & Promo Chair	Changing up the format in 2023 to not secure swag from businesses but rather we purchase limited swag and they get raffle tickets to drop into stores for items.	\$7,000.00 Income \$2,000.00 Expense	Ongoing all year long Starts in February for an April 20th Event	In a typical slow time of the year, this event welcomes warmer weather and getting out with girlfriends downtown. Stores have a good day and the bounce back coupon promotes ongoing shopping.	
<u>Summer Sidewalk Sale</u>	Fun vibe with merchandise on the sidewalk Fun downtown yard sale of a sort		ED	Communicating with businesses and acquiring balloons and marketing	\$300.00 Expense	We start promoting in June for a date of August 4 & 5	Good activity in a slow time downtown and businesses liquidate old inventory	
<u>Trick Or Treat the Ave</u>	It is by far our most diverse event All are welcome and come	Sponsors, City Police, many businesses in and outside the downtown as well as other non profits	ED	It is the only street closure we do all year. That takes a permit. Sourcing candy and sponsors. Distribution of candy.	\$4,000.00 Income \$4,000.00 Expense	Start getting sponsors early in the year. Source candy from local grocer in July October 31st Date	Thousands come into downtown in all shapes, sizes and ages. Safe alternative for families	
<u>Holiday Open House & Wine Walk</u>	Brings people into stores and downtown and is a kick off to the Holiday shopping season	Chamber is main partner. 18 wineries 18 Businesses	ED & Chamber	Coordinating participating businesses and Chamber works on wineries. Purchasing WSLCB permits and intensive coordination	\$12,000.00 Income \$5,000.00 Expense	We start working on with chamber in July. Scheduled for November 11th 2023	As above, people come to downtown and businesses and discover them. All having a great day downtown.	
<u>Downtown Cookie Stroll</u>	This was new in 2022 and was a family friendly event	13 Businesses who source cookies	ED	Purchasing the tins and a sponsor lined up	\$3,000.00 Income \$1,500.00 Expense	Source the tins in the summer get the businesses and sponsor lined up December 4th Event	Family Holiday event which drives business early in December	

Committee Members: Jamie Huber, Jerri Barkley, Marcy Collins, Peggy Nichols, Diana Zumini, Jennifer Larsen, Steve Sandman, Stacey Asher & Jessica Clay

Memo

To: **Board of Directors**

From: **Sarah Deenik**

Cc: **Jim Kuntz**
Ron Cridlebaugh

Date: **February 15, 2023**

Re: **Partners in Economic Development Request - TREAD**

We have received a revised 2023 Partners in Economic Development funding request from TREAD, for a total of \$20,000. Please find their application materials attached.

- **The organization is requesting \$20,000 for the cost of Collective Impact Software.**

Please refer to the previously provided (under Action Item Tab #2) summary recap sheet of prior year commitments and available 2023 funding that has been set aside for the non-profit category.



12/8/2022

Dear Chelan Douglas Regional Port Authority,

Commissioners Etherington and Spurgeon have asked TREAD to apply, thus TREAD is applying for the 2022 Partners in Economic Development Program. TREAD's goals align with the Partners in Economic Development Program and with continued support from the PORT, TREAD will increase our capacity as a regional non-profit organization focusing on Economic Development through enhancing and expanding Outdoor Recreation. TREAD is leading collaborative projects with a focus on supporting the economic vitality of rural communities by enhancing outdoor recreation infrastructure and increasing the length of our visitors' stay. TREAD will continue to leverage funding and partnerships to attract tourism and build capacity to increase Outdoor Recreation opportunities. With our 50+ Ex-Officio Members we have a rare opportunity to utilize collective impact software, creating a shared agenda, tracking measurement, creating mutually reinforcing activities, providing continuous communications, and maintaining our role as the regional backbone organization. Our trusted work and innovative strategies have led to many successful partnerships, thus leading to collaborative grant applications, improved project timelines, and economic development through enhancing and expanding outdoor recreation.

An example of our success is the Interagency Memorandum of Understanding (MOU) for Management of Recreational Opportunities on Public Land in Central Washington, which is completed and signed by 14 stakeholders and is the beginning of improving collaboration allowing for efficient grant applications, strong partnerships for shared responsibility, and strengthening backbone support for collective impact. This grant would allow TREAD to continue to lead strategic planning for economic development in Outdoor Recreation. TREAD is on the Regional Tourism Support Program which is the Destination Leadership Team for Okanogan, Chelan, and Douglas counties. This Leadership Team identified the number 1 priority for these three counties, which is regional tourism destination management through outdoor recreation. TREAD has been asked to be the lead partner on this priority. Thus, TREAD will be leading strategic regional planning for the economic development of Okanogan, Chelan, and Douglas counties in Outdoor Recreation.

This grant would allow TREAD to continue to bring economic vitality to Chelan and Douglas Counties through education, communication, and collective impact work. Working with Land Managers and regional leaders, TREAD can advocate for recreation, conservation, and sustainability of public lands to improve the quality of life and health in the region and develop recreation-based economies that support both TREAD and Chelan Douglas Regional Port Authority goals.

Sincerely,

Mat Lyons

Mat Lyons
Executive Director



PARTNERS IN ECONOMIC DEVELOPMENT NON PROFITS

PROGRAM PURPOSE

The Chelan Douglas Regional Port Authority (CDRPA) is a regional leader in efforts to achieve long-term economic vitality for Chelan and Douglas Counties.

Effective economic development requires a dynamic synergy of people and organizations working together. The CDRPA acknowledges that nonprofits play a unique role, extending deeply into communities in a way no other entity can. The CDRPA has created the Partners in Economic Development Program to make strategic financial investments in nonprofits contributing to economic development.

The Partners in Economic Development Program is an annual grant program created to:

- Help start, scale, and/or improve programs that measurably contribute to the economic vitality of Chelan and Douglas Counties; and
- Fund capacity building to enhance long-term sustainability of organizations that have missions contributing to economic development in Chelan and Douglas Counties.

ELIGIBLE ORGANIZATIONS

To qualify for potential funding through this program, an organization must be a nonprofit and provide proof of a current/active Washington State Secretary of State corporate registration. For organizations with an IRS tax-exempt status, they must be in good standing and provide proof of submission of their most recent Form 990.

ELIGIBLE PROGRAMS

Programs that qualify must:

- Measurably contribute to the economic development of Chelan and Douglas Counties. Examples include projects that will:
 - Retain and/or create living-wage jobs.
 - Stimulate private sector capital investments.
 - Infrastructure investments that directly support economic development.
 - Strategic planning efforts which have a strong probability of achieving measurable economic development results.

PRIORITIES

The CDRPA will prioritize proposals that fulfill one or more of the following:

- Address a proven need or gap;
- Illustrate a strong proof-of-concept for achieving measurable economic development impact;
- Demonstrate sustainability without continued financial support from the CDRPA;
- Demonstrate collaboration/partnership with other public and private entities;
- Clearly contributes to the long-term sustainability of an organization whose mission furthers economic development;
- Has membership dues as part of their funding structure;
- Nonprofit organizations that serve rural communities in Chelan and Douglas Counties.

REQUEST GUIDELINES

- Proposals are typically funded between \$5,000 and \$20,000.
- Partial funding for a larger program may be requested; however the proposal must clearly demonstrate how the remainder of the project will be funded.
- Multi-year programs may be submitted, but a new proposal must be submitted each year with subsequent requests contingent upon availability of funds and satisfactory progress toward meeting program objectives.

FUNDING & DISBURSEMENT

- For fiscal year 2022, the CDRPA has set aside \$133,000. Applications can be submitted for funding at any time until the fund is fully allocated.
- The CDRPA will reimburse funds quarterly by invoice. If an up-front investment is required, organizations should indicate the distribution plan necessary (and why) on the Application Form.

PROPOSAL REQUIREMENTS

An organization must submit the **Application Form**.

Proposals may be delivered in one of three methods:

- Electronically (PDF only)
- Mailed (3 printed copies)
- Delivered in-person (3 printed copies)

Chelan Douglas Regional Port Authority
Attn: Ron Cridlebaugh
One Campbell Parkway, Suite A
East Wenatchee, WA 98802-9290.

EVALUATION CRITERIA

- Adherence to proposal and submission requirements
- Overall merit and quality of proposal
- Measurable economic development contribution
- Strength of proven need or gap, and demonstrated ability to address need or gap
- Clear expectation of how program achieves measurable economic development impact
- Likelihood of achieving defined metrics/deliverables
- Ability to demonstrate long-term sustainability independent of financial support from the CDRPA.

FUNDED PARTNER EXPECTATIONS

- Organization will enter into Partner Agreement defining expectations and Scope of Work
- Verbal presentation may be requested at a CDRPA Board of Directors Meeting

PROPOSAL TIMELINE

Grant Applications will be evaluated by Regional Port staff and forwarded to the Board of Directors for approval.

QUESTIONS

Questions related to this program should be directed to Ron Cridlebaugh, Director of Economic & Business Development, 509-884-4700 or via email at ron@cdrpa.org.



**Partners in Economic Development Program
Nonprofits Application Form**

Organization Name:

Organization Address:

Organization Phone Number:

Program Title:

Program Contact:

Contact Phone:

Contact E-mail:

Contact Title/Position:

Is the Organization a dues paying entity?(Do members pay dues as part of membership requirement) Yes No

Investment request is to fund:

Starting, scaling, and/or improving program/project

Capacity Building (Investment in future sustainability)

Other (Please Specify Below)

Provide a program description, including: Justification (how this program/project will improve economic development in Chelan and Douglas Counties); Methodology, including if/how program/project will be sustainably maintained; Work to date (if any); Partners committed, if any (commitment letters required for partners); and Deliverables defined.

Outdoor recreation in Chelan and Douglas Counties is a major economic driver in our communities. With the Partners in Economic Development Program funding, TREAD will increase its capacity as a regional non-profit organization focusing on Economic Development through enhancing and expanding Outdoor Recreation. TREAD is leading collaborative projects with a focus on supporting the economic vitality of rural communities by enhancing outdoor recreation infrastructure and increasing the length of our visitors' stay. TREAD will continue to leverage funding and partnerships to attract tourism and build capacity to increase Outdoor Recreation opportunities. To date, we have business partnerships and corporate sponsorships that result in retaining and creating living-wage jobs such as TREAD's Volunteer Coordinator position.

With our 50+ Ex-Officio Members and our Interagency Memorandum of Understanding (MOU), which is complete and signed by 14 stakeholders (TREAD, USFS, BLM, WDFW, Chelan County, Douglas County, Washington State Parks, Douglas County PUD, Chelan Douglas Regional Port Authority, Chelan Douglas Land Trust, Chelan Douglas Transportation Council, and the cities of Wenatchee, Leavenworth, and Waterville), TREAD can lead strategic planning for economic development in Outdoor Recreation. With the signed MOU, TREAD has a rare opportunity to utilize Collective Impact Software, creating a shared agenda, tracking measurement, creating mutually reinforcing activities, providing continuous communications, and maintaining our role as the regional backbone organization. This software will provide measurable data showing how our strategic planning efforts have achieved measurable economic development results.

TREAD is on the Regional Tourism Support Program which is the Destination Leadership Team for Okanogan, Chelan, and Douglas counties. This Leadership Team identified the number one priority for these three counties, which is regional tourism destination management through outdoor recreation. TREAD has been asked to be the lead partner on this priority. Thus, TREAD will be leading strategic regional planning, marketing, and infrastructure for the economic development of Okanogan, Chelan, and Douglas counties in Outdoor Recreation.

This grant would allow TREAD to continue to bring economic vitality to Chelan and Douglas Counties through education, communication, and collective impact work. Working with Land Managers and regional leaders, TREAD can advocate for the recreation, conservation, and sustainability of public lands to improve the quality of life and health in the region and develop recreation-based economies that support both TREAD and Chelan Douglas Regional Port Authority goals.

Program Start Date: 1/1/2023
Program End Date: 12/31/2023

Program Timeline/milestones (by quarter):

Q1: Ex-Officio Meeting and 6 Sub-Committee Meetings (2/2023)
Q2: Ex-Officio Meeting and 6 Sub-Committee Meetings (5/2023)
Q3: Ex-Officio Meeting and 6 Sub-Committee Meetings (8/2023)
Q4: Outdoor Recreation Roundtable and 6 Sub-Committee Meetings (11/2023)

Total Program Cost: \$22,000
Requested PORT Funding: \$20,000

Budget total broken out by category.

\$20,000 Collective Impact Software Cost, with project management, data management for grant applications, quarterly and annual reports for Ex-Officio Members, and grant reporting.

Is this request for partial funding of a larger project? If so, identify other funding requested for this project (entity, amount requested and anticipated award date), and other funding secured for this project (source, amount secured).

This funding request is for Collective Impact Software. OVOF has agreed to pay \$2,000 toward the annual cost of the software.

Is this a multi-year project? If yes, what are the anticipated funding needs for future years?

TREAD is working with 50+ partners in Chelan and Douglas Counties. In collaboration with our partners, TREAD has 48 current projects that will be completed in 1-5 years, 5-10 years, and 10-20 years. We anticipate needing \$20,000/year to support our work for Chelan and Douglas Counties.

If this program is not funded at the full requested amount, how will the organization adjust for less funding?

TREAD will seek out other funders to make up for the shortfall. Those would include funders who may reside in Chelan and Douglas Counties and Ex-Officio Members.

Expenses are reimbursed quarterly by invoice/report; explain if another option is needed:
N/A

Definition of success of the project/program, including metrics used to evaluate success (may be quantitative and/or qualitative) and method for gathering metrics:

Using Collective Impact Software, TREAD will track the following measurables: 1) increase # of collaborative projects, apply for collaborative future funding, support the economic vitality of rural communities, and help visitors to stay longer 2) increase # of participants at quarterly Ex-Officio Meetings and Sub-Committees 3) increase # TH, trails, pathways, connections to rural towns, multimodal transportation by getting bikes off highways, infrastructure improvements to attract tourism and build additional capacity for traffic on roads and trailhead infrastructure 4) increase # of trail ambassadors to improve tourist experience in Chelan and Douglas Counties 5) Douglas County Recreation Planning, increase the # public process meetings and potential projects for future funding

Has this organization received previous funding from the Port of Chelan County and/or Port of Douglas County? If so, list other funding received and when:

Yes, TREAD has received funding from the Port for the past 4 years. To date, TREAD has received \$50,000 which has allowed our organization to go from a start-up to a sustainable organization. With your support, we have successfully launched the TREAD Map App across the State of Washington and we have a signed Interagency MOU with 14 stakeholders.

In addition to a completed Application Form, please provide the following:

1. Strategic Plan including mission and goals;
2. Current year budget (including all income and expenses by category);
3. Upcoming (proposal) year budget (including all income and expenses by category);
4. List sources of support (especially if public sector);
5. List of Board members;
6. Active WA Secretary of State corporate registration;
7. IRS Tax Determination Letter (if none, explain); and
8. Most recent federal tax filing (IRS 990 cover page or 990-N post card), if applicable.

Add additional pages, as needed, to complete questions, but please do not exceed a five page application (excluding the attachments requested above).

Questions related to this program should be directed to Ron Cridlebaugh, Director of Economic & Business Development, 509-884-4700 or via email at ron@cdrpa.org

TREAD 2022 Budget

Cash In Bank 12/31/20: \$9,766
Cash in Bank 12/31/21: \$146,750 *Includes \$86,000 for Evergreen Grant (89-3k signage)
Unrestricted Cash 12/31/21: \$60,750

Revenue	Guarenteed	Estimated	Total	Notes:
WTA Contract	\$ 377,000		\$ 377,000	
LTAC	\$ 52,000		\$ 52,000	
Stemilt	\$ 20,000		\$ 20,000	
Other Stemilt Partners		\$ 30,000	\$ 30,000	
Forest Service Cabin Rental (Entiat)		\$ 5,000	\$ 5,000	
Management Grants		\$ -	\$ -	
Operating Grants		\$ 10,000	\$ 10,000	
Ex-Officio Membership		\$ 10,000	\$ 10,000	
Receivable From Dharma	\$ 8,000			
Total	\$ 457,000	\$ 55,000	\$ 512,000	

Income Summary: \$457,000 guarenteed (pending official WTA contract execution), should have atleast \$500,000 in income even using conservative estimates and could be even higher depending on grant applications and new stemilt partners/ex officio partners.

Expenses:	Guarenteed	Planned (New)	Total	Notes:
Employees:				
Executive Director	\$ 72,000		\$ 72,000	
Operations Director	\$ 53,000		\$ 53,000	
Staff Ryan 1/2	\$ 26,000		\$ 26,000	
Staff Amy	\$ 41,600		\$ 41,600	
HR Director/CFO		\$ 30,000	\$ 30,000	
Volunteer Cordinator		\$ 25,000	\$ 25,000	
Staff Raises/Hi/Fringe Bene		\$ 20,000	\$ 20,000	
Payroll Taxes	\$ 15,408	\$ 6,000	\$ 21,408	
			\$ -	
Other:				
			\$ -	
Consulting (Measurement)	\$ 32,000		\$ 32,000	
Advertising/Swag/marketing	\$ 3,000		\$ 3,000	
Payroll Services	\$ 2,700		\$ 2,700	
Rent	\$ 24,000		\$ 24,000	
Tracking Software	\$ 17,500		\$ 17,500	
Computer/Furniture/Tech FA's	\$ 6,000		\$ 6,000	
Office Expenses/Utilities/Networking	\$ 12,000		\$ 12,000	
ExOfficio Meetings	\$ 1,000		\$ 1,000	
Annual Board Retreat/Gifts	\$ 3,000		\$ 3,000	
Travel	\$ 1,000		\$ 1,000	
Fire Lookout Maintenance	\$ 1,000		\$ 1,000	
Insurance	\$ 2,000		\$ 2,000	
Emergency Expenses to build in	\$ 6,000		\$ 6,000	
Total	\$ 319,208	\$ 81,000	\$ 400,208	

Expense Summary: All the amounts in the "guarenteed" column have previously been approved spending, and mostly represent estimated expenses based on prior conversations with Mat about expected 2022 numbers. The expenses in the "planned (new)" are new expenses for 2022 not that Mat would like to have approved as part of the 2022 budget.

Additional Information:

Cash In Bank 12/31/22 \$117,542
***All Unrestricted Now** *Assumes all 400k in expenses and only the guarenteed income, if we assumed just the conservative additional income amou balance will be closer to \$175,000.

2021 Spending For Comparison Purposes

Avg per month Sep-Dec \$22,500 *Rounded

2022 Spending Budget (Monthly)

Monthly-Assumes All Expenses \$ 33,351 *New from 2021 (Operations Director, PT HR Director, PT Volunteer Cordinator, New Tracking Software)

2022 Income Budget (Monthly)

W Guarenteed \$ 38,083 *This monthly budget is the Minimum TREAD should receive monthly on average through May 2023

W Guarenteed + Potential \$ 42,667 *This increase depends mostly on more stimilt Style donations, ex officio and grants.

year rounded up, and
previously approved

nts, the end of year cash in bank

TREAD 2023 Budget

Revenue	2023 Budget	2023 Actual (N/A)
SWT Contract		\$ -
Continued SWT Partnerhsip Payments	\$ 188,500	
Community Support		
LTAC	\$ 55,000	
Stemilt	\$ 20,000	
Other Community Partners	\$ 30,000	
Individual donations/Agency fund	\$ 5,000	
Lookout Rentals		
Forest Service Cabin Rental (Entiat)	\$ 45,000	
Forest Service Cabin Rental (Leavenworth)	\$ -	
Less Management Fee	\$ (5,000)	
Less Capital Expenses	\$ (5,000)	
Projects: Grant Management		
Management Grants (NET)	\$ 50,000	
Operating Grants		
MISC Operating Grants	\$ 10,000	
EX-Offico/Individuals		
Ex-Officio Membership general	\$ 20,000	
Our Valley Our future	\$ 2,000	
Public Donors	\$ 1,000	
Events		
Contracted staff time	\$ 5,000	
Total Budgeted Revenue	\$ 421,500	
Expenses:	\$ -	
Employees:	\$ 263,000	
HI/Benefits	\$ 18,000	
Payroll Taxes	\$ 30,000	
Employee Total	\$ 311,000	
Other Expenses:		
Marketing/Other Consulting	\$ 3,000	
Payroll/other Services	\$ 4,200	
Rent	\$ 26,400	
Tracking Software (Insightvisions)	\$ 4,000	
Continuing Education	\$ 2,000	
Office (Computer/Furniture/Tech FA's/Utiliti	\$ 10,000	
Meals, Networking, fringe benefits, etc.	\$ 8,000	
ExOfficio Meetings	\$ 1,000	
Annual Board Retreat/Gifts	\$ 2,000	
Travel	\$ 6,000	
Insurance	\$ 2,100	
Other office/general (Cushion)	\$ 5,000	
Total Other Expenses	\$ 73,700	
Total Budgeted Expenses	\$ 384,700	
Net Budgeted Income (Loss)	\$ 36,800	

BOARD MEMBER LIST	
Position	Name
Chair	George Velazquez
Vice-Chair	Alix Whitener
Secretary	Jessie Rehms
Treasurer	Joe Violette
Past Chair	Jeff Ostenson
Member	Taber Murphy
Member	Delcie Profit
Member	Summer Hess
Member	Amanda Lawson

Interagency MOU for Management of Recreational Opportunities on Public Land in Central Washington

Between

Trails, Recreation, Education, Advocacy and Development (TREAD)

And

United States Department of Agriculture Forest Service (USFS)

And

United States Department of Interior Bureau of Land Management (BLM)

And

Washington State Department of Fish and Wildlife (WDFW)

And

Chelan County

And

Douglas County

And

Washington State Parks

And

Douglas County Public Utility District

And

Chelan Douglas Regional Port Authority

And

Chelan Douglas Land Trust

And

Chelan Douglas Transportation Council

**And the Cities of
Waterville
And
Wenatchee**

This Memorandum of Understanding (MOU) is entered into by the above partners to define their respective roles in the development and implementation of sustainable, economically beneficial recreation opportunities on lands open to the public in Central Washington.

- I. Background:** TREAD formed in 2017 with a goal of bringing local recreational stakeholders together (motorized, non-motorized, water, snow and land) to coordinate thoughtfully and sustainably to provide the best recreation experiences possible, thus improving the quality of life for everyone who lives in or visits the Central Washington region. TREAD facilitates a quarterly Ex-Officio group of stakeholders composed of representatives of local and county government, federal and state agencies, and other entities who represent outdoor recreation. Ex-Officio members share a joint vision of sustainable recreation, coordinated public land management, recreation economy, partnerships, and community health; but also express concerns of increasing public demand and uncertainty about the future of recreation.

This MOU is a product of conversations where TREAD, as lead facilitator, engaged partners and stakeholders to identify and track solutions to meet recreational demands, to the best of our ability, now and in the future.

- II. Purpose:** The purpose of this MOU is to document the cooperation between partners in accordance with the following provisions.

TREAD seeks to bring all community stakeholders together to engage in a collective impact process to achieve outdoor recreation goals. As lead facilitator, TREAD will coordinate and track collaboration between land management agencies and stakeholders consistent with the purpose of this MOU. This MOU directs cooperative efforts toward inter-jurisdictional planning, management, and operation of recreational opportunities and related infrastructure on public lands in Central Washington. This MOU documents a shared intent for current and future collaboration regarding planning, funding, and implementation. The partners identified the following list of needs to support sustainable recreation opportunities in Central Washington including:

1. Public outreach and engagement
2. Increased economic, financial, and ecological sustainability of recreation opportunities.
3. Increased volunteerism and public stewardship

4. Innovative financing opportunities
5. Inter-jurisdictional project planning, implementation, and coordination
6. Attending and working with the TREAD Ex-Officio group
7. Identify internal organizational policies and procedures which would improve collective impact work
8. Continuing serving diverse communities and provide access to all trail users

III. Guiding Principles

1. Lands open to public recreation in Central Washington provide opportunities for outdoor recreation.
2. These opportunities provide economic benefits, solace, comfort, enjoyment, quality of life, health and wellness, accessibility, inclusion, and physical fitness for local communities as well as visitors.
3. Central Washington continues to see increasing numbers of those visiting the areas, as well as those choosing to move here to live and play where they work.
4. Public land managers are responsible for providing opportunities to the public and for the planning, management, and operation of sustainable outdoor recreation opportunities and related infrastructure.
5. The community stakeholders agree that by working with TREAD, shared interests will be met for the planning, management, investment in, and operation of outdoor recreation opportunities.
6. Collective impact work will enhance our ability to provide sustainable outdoor recreation opportunities and infrastructure.

IV. Statement of Mutual Benefits and Interests:

1. TREAD recognizes the complexity of collective impact work and will facilitate a mutually beneficial process for all partners.
 - a. Each of the agencies has its unique mission and mandate, legal authorities, deed restrictions, policies, and finite resources
 - b. Each of the agencies are committed to the implementation and management of sustainable outdoor recreation opportunities
 - c. By state and federal law, each of the agencies must navigate all relevant environmental and cultural resources compliance processes
2. The partners agree that coordinated and collaborative inter-jurisdictional public land management increases probability of a successful outcome through engagement and agreement at the scoping stage, identifies hurdles and red flags proactively, and maximizes opportunities and sustainability through diverse and inclusive collaboration, thus benefiting both the public and land management agencies.
3. The partners agree that by working together with each other and with TREAD, shared interests will be met for the planning, management, investment in, and operation of outdoor recreation opportunities and related infrastructure in Central Washington.

V. Through this MOU, the partners agree to work together to:

1. Discuss project management goals and objectives, natural and cultural resources protection and stewardship, property and funding restrictions, timelines, and other challenges to set the framework for improving collective impact.
2. Identify, design, and incubate innovative approaches for recreation management strategies and projects that support shared objectives.
3. Identify and implement efficiencies in project planning and management.
4. Develop tools to streamline project scoping, identify and acquire funding, interagency financial contributions, and stakeholder outreach.
5. Work collaboratively across landscapes and within agency policies.
6. Synchronize the efforts of the partners in a manner consistent with the purpose of this MOU.
7. Carry out their separate activities in a coordinated and mutually beneficial manner.

VI. TREAD Shall:

1. Coordinate no less than quarterly meetings of the Ex-Officio group membership.
2. Report back minutes, progress, committees, communication, and facilitation.
3. Facilitate and engage public outreach.
4. Serve as an information clearinghouse.
5. Purchase and implement Insight Vision (collective impact tracking software) and act as the communication and training hub for these efforts.
6. Use Insight Vision to track action items and keep all partners informed

VII. Land Managers Shall:

1. Appoint one person to serve as the lead agency representative in the Ex-Officio coordinating group.
2. Participate in no less than quarterly meetings of the Ex-Officio group.
3. Appoint one person to administer the back end of their specific footprint on the TREAD Map App when applicable.
4. Participate in the data software when applicable.

VIII. Period of Performance

Any of the partners, in writing, may terminate their participation in the MOU in whole, or in part, at any time before the date of expiration.

IX. Modifications

Modifications within the scope of this MOU must be made by mutual consent of the partners, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modifications should be made in writing, at least 30 days before implementation of the requested change.

- a. Notices: If additional agencies join after this MOU is signed and authorized by all partners, TREAD will notify all partners of the new agency in writing within 14 days.

X. Non-Binding Agreement

This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The partners shall manage their respective resources and activities in separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the partners to obligate or transfer anything of value.

XI. Duration

This MOU is executed as of the date of the last signature. This agreement will be renewed every 5 years and reviewed as needed.

XII. Authorized Representatives

By signature below, each party certifies that the individuals listed in this document as representatives of the individual partners are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the partners hereto have executed this MOU as of the last date written below.

Printed Name of Authorized Representative

Printed Name of Authorized Representative (2)

Title
Mat Lyons

Signature/Date

Title
Lisa Foster

Signature/Date

Name of Partner/Agency

Name of Partner/Agency

Curtis Bryan

Printed Name of Authorized Representative
Wenatchee Field Manager

Title
CURTIS BRYAN Digitally signed by CURTIS BRYAN
Date: 2022.04.29 14:50:01 -07'00'

Signature/Date
Bureau of Land Management

Name of Partner/Agency

Bob Bugert

Printed Name of Authorized Representative

Commissioner

Title
Signature/Date 5/3/22

Signature/Date
Chelan County BOCC

Name of Partner/Agency

KEVIN OVERIZAY

Printed Name of Authorized Representative

Commissioner - Chelan (CHELAN CO)

Title
Signature/Date 5/3/22

Signature/Date
Chelan County BOCC

Name of Partner/Agency

Tiffany Gering

Printed Name of Authorized Representative (2)

Commissioner

Title
Signature/Date Tiffany Gering 5/3/22

Signature/Date
Chelan County BOCC

Name of Partner/Agency

Curt Soper

Printed Name of Authorized Representative

Executive Director

Title
Signature/Date Curt Soper 5/2/22

Signature/Date
Chelan-Douglas Land Trust

Name of Partner/Agency

James Kuntz

Printed Name of Authorized Representative
Chief Executive Officer

Title
Signature/Date James Kuntz 4/26/22

Signature/Date
Chelan Douglas Regional Port Authority

Name of Partner/Agency

Jeff Wilkens

Printed Name of Authorized Representative
Executive Director

Title
8/23/22

Signature/Date
Chelan-Douglas Transportation Council

Name of Partner/Agency

Frank J. Kuntz

Printed Name of Authorized Representative
Mayor

Title
5/26/22

Signature/Date
City of Wenatchee

Name of Partner/Agency

Jill D. Thompson

Printed Name of Authorized Representative

Jill D. Thompson

Title
Mayor, Town of Waberville

Signature/Date
6/4/2022

Name of Partner/Agency
Town of Waberville

Erica M. Taecker

Printed Name of Authorized Representative

Wenatchee River District Ranger

Title
ERICA TAECKER Digitally signed by ERICA TAECKER
Date: 2022.04.27 09:18:07 -07'00'

Signature/Date
USDA Forest Service

Name of Partner/Agency

Contracts and Purchasing Manager

Title

Hugdahl, Jeffrey R (DFW) Digitally signed by Hugdahl, Jeffrey R (DFW)
Date: 2022.06.01 11:20:46 -07'00'

Signature/Date

Washington Department of Fish & Wildlife
Name of Partner/Agency

WDFW No. 22-20113

Colleen M Foster

Printed Name of Authorized Representative (2)
Assistant Region Manager

Title
Colleen M. Foster 8/3/2022

Signature/Date
Washington State Parks

Name of Partner/Agency

Marc S. Straub

Printed Name of Authorized Representative

Bocc - Chair

Title

 9.8.22

Signature/Date

Douglas County

Name of Partner/Agency

Gary Ivory

Printed Name of Authorized Representative

General Manager

Title

 6.29.22

Signature/Date

Douglas County PUD

Name of Partner/Agency

Dan Sutton

Printed Name of Authorized Representative

Commissioner Dist 1

Title



Signature/Date

Douglas County

Name of Partner/Agency

Printed Name of Authorized Representative

Title

Signature/Date

Name of Partner/Agency

Kyle Steinburey

Printed Name of Authorized Representative

Commissioner Dist. 2

Title



Signature/Date

Douglas County

Name of Partner/Agency

Printed Name of Authorized Representative

Title

Signature/Date

Name of Partner/Agency

Strategic Plan



Collective Impact





Strategy at a glance

- Strategy A: Bring the outdoor rec community together
- Strategy B: Nurture a collective vision and mutually beneficial activities
- Strategy C: Build economic opportunity through sustainable outdoor recreation
- Strategy D: Advocate for equitable trail access
- Strategy E: Be financially sustainable for the long term



Strategy A: Bring the OR community together

- Host, facilitate & provide administrative support for Ex Officio meetings
- Host events like the annual round table
- Communicate wins and impact
- Build connections among OR organizations



Strategy B: Nurture a collective vision and mutually beneficial activities

- Show up for & support OR orgs across the WV
- Steward new ideas & opportunities for collaboration
- Establish and support collective priorities
- Help articulate and track metrics for success



Strategy C: Build economic opportunity through sustainable OR.

- Contribute to the roll out of the TREAD Map app, with a focus on regional impacts
- (Make sure app does not displace other important work)
- Coordinate interest in and partner on state and federal dollars and grant opportunities



Strategy D: Advocate for equitable trail access

- Ensure all user groups, demographics, land agencies & public entities are represented in Ex-Officios
- Figure out who to partner with and how to pursue this priority
- Create equity and inclusion committee
- Look for opportunities to collaborate on educational efforts



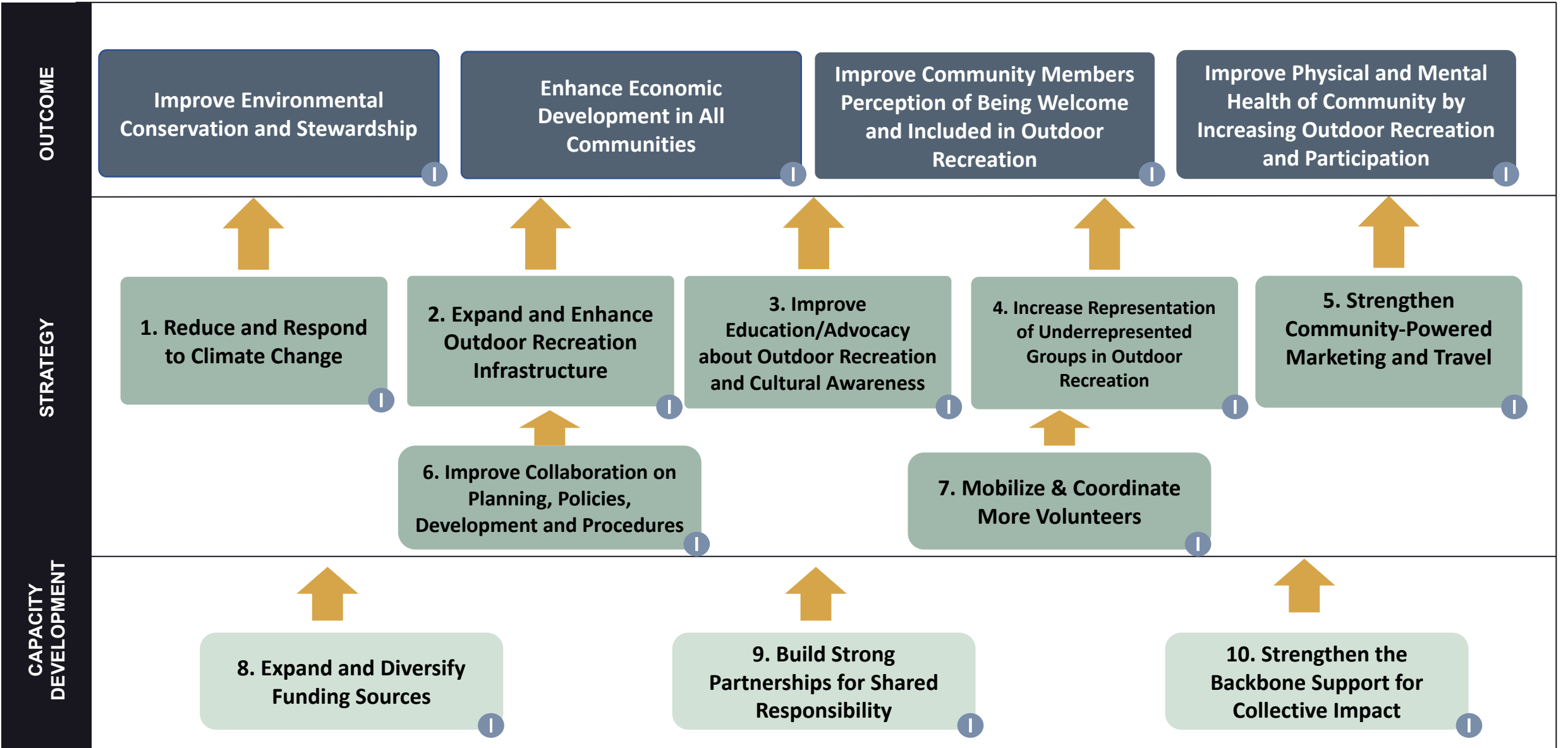
Strategy E: Be financially sustainable for the long term.

- Meet or exceed annual fundraising goals
- Ensure a diverse set of revenue streams
- Retain highly qualified staff and reduce turnover
- Develop organizational model that ensures financial and program sustainability





Collective Impact for Chelan/Douglas Counties in Outdoor Recreation





Zoom: Reduce and Respond to Climate Change

OUTCOME

Improve Environmental Conservation and Stewardship

Improve Physical and Mental Health of Community by Increasing Outdoor Recreation and Participation

STRATEGY

Create a Fire Prevention and Response Plan

1. Reduce and Respond to Climate Change

Showcase our Cultural Assets

Create and Sustain a Junior Taxing District (8)

Increase Recreate Responsibly Education

Learn and Collaborate with Tribes (3)

Multi-Agency Agreement, financial assistance, endowment for trail work (8)

Create a maintenance plan for areas that need funding/staff support (3)

Real time crowding reports and trip planner (3)

Improve air quality tracking and education (1)

Develop Universal Trail signage using Symbols (6)

Improve Trail Connectivity, pathways to green spaces (2)

CAPACITY DEVELOPMENT

Funding

Partnerships

Backbone Support

Increase Grant Coordination/Application (8)

Creating and Collaborating with Conservation and Recreation Collaboratives (9)

Support Environmental and Conservation Experts in our Region (10)



Zoom: Expand and Enhance Outdoor Recreation Infrastructure

OUTCOME

Enhance Economic Development in All Communities

Improve Physical and Mental Health of Community by Increasing Outdoor Recreation and Participation

STRATEGY

2. Expand and Enhance Outdoor Recreation and Infrastructure

Expand and Enhance Trail Infrastructure

Trailhead Improvements: Parking, Accessibility, ADA Access, Non-AWD Access (2)

Increase Mileage Marks and Waypoints (2)

Improve Trail Maintenance & Safety (7)

Mobilize & Coordinate Volunteers

Increase Volunteers Doing Trail Maintenance (7)

Create or Expand Specialty Recreation Areas

Increase Water Access for Non-Motorized Access

Increase Availability and Access to Snow Play

Increase Facilities Nonprofits can Adopt and Manage (7)

Improve Transportation and Access to Outdoor Recreation

Improve Trail Connectivity and Pathways to Green Spaces (6)

Develop Universal Trail Signage Using Symbols (6)

Collaborate with Mountain Rescue (6)

Increase Collaboration with Local Businesses (6)

Increase Private/Public Easement Access (6)

Increase Co-Created Plans for Priority Issues (6)

Expand & Enhance Collaboration with Tribes (6)

Expand Network of Equipment Libraries

Increase Collaboration with Local Businesses (6)

Create Gear Education Videos and Series (4)

Collaboration & Coordination

CAPACITY DEVELOPMENT

Funding

Grow a Regional Public Funding Authority (8)

Increase Grant Coordination/Applications (8)

Create and Sustain a Junior Taxing District (8)

Establish an Endowment for Trail Work (8)

Partnerships

Help Build Up & Support Other Nonprofits & Local agencies (9)

Grow a Recreation Collaborative (forest health, mountains to sound) (9)

Backbone Support

Increase Backbone Staff Staff member for events/coordination (10)

Develop and Improve Volunteer Coordination (10)



Zoom: Improve Education/Advocacy about Outdoor Recreation and Culture

OUTCOME
STRATEGY
CAPACITY DEVELOPMENT

Improve Environmental Conservation and Stewardship

Improve Physical and Mental Health of Community by Increasing Outdoor Recreation and Participation

3. Improve Education/Advocacy about Outdoor Recreation and Culture

Increase Education on *Recreate Responsibly*

Increase Educational Material (consistent language) local Libraries (3)

Increase Education on *Get Outside*

Create Gear Education Videos and Series (3)

Elementary Get Outside Education (3)

Increase Education on Culture, History, Geology & Nature

Develop Trailhead videos from Land Managers and Tribes (3)

Learn and Collaborate with Tribes (3)

Increase Education on Environmental Stewardship & Climate Change

Improve Air Quality Tracking and Education (1)

Collaboration & Coordination

Increase Collaboration with Local Businesses (6)

Mobilize & Coordinate Volunteers

Increase Volunteers Doing Education & Advocacy (7)

Funding

Increase Grant Coordination/Application (8)

Partnerships

Multi-Agency Agreement (MOU) (9)

Backbone Support

Develop and Improve Event Coordination (7)

Develop and Improve Volunteer Coordination (7)

Increase Backbone Staff Staff member for events/coordination (10)



Zoom: Increase Representation of People of Color and Underrepresented Groups in Outdoor Recreation

OUTCOME

Enhance Economic Development in All Communities

Improve Community Members Perception of Being Welcome and Included in Outdoor Recreation

Improve Physical and Mental Health of Community by Increasing Outdoor Recreation and Participation

STRATEGY

4. Increase Representation of People of Color and Underrepresented Groups in Outdoor Recreation

Education: Get Outside

Recreate Responsibly Education (2)

Real time crowding reports and trip planner (3)

Increase mileage marks and waypoints (2)

Facilitate Tribe Collaboration and Education on Culture, Awareness

Learn and Collaborate with Tribes (9)

Improve Transportation and Access to Outdoor Recreation

Trailhead Improvements: Parking, Accessibility, ADA Access, Non-AWD Access (4)

Improve Trail Connectivity, pathways to green spaces (2)

Expand Network of Equipment Libraries

Increase Collaboration with Local Businesses (6)

Create Gear Education Videos and Series (4)

CAPACITY DEVELOPMENT

Funding

Create and Sustain a Junior Taxing District (8)

Partnerships

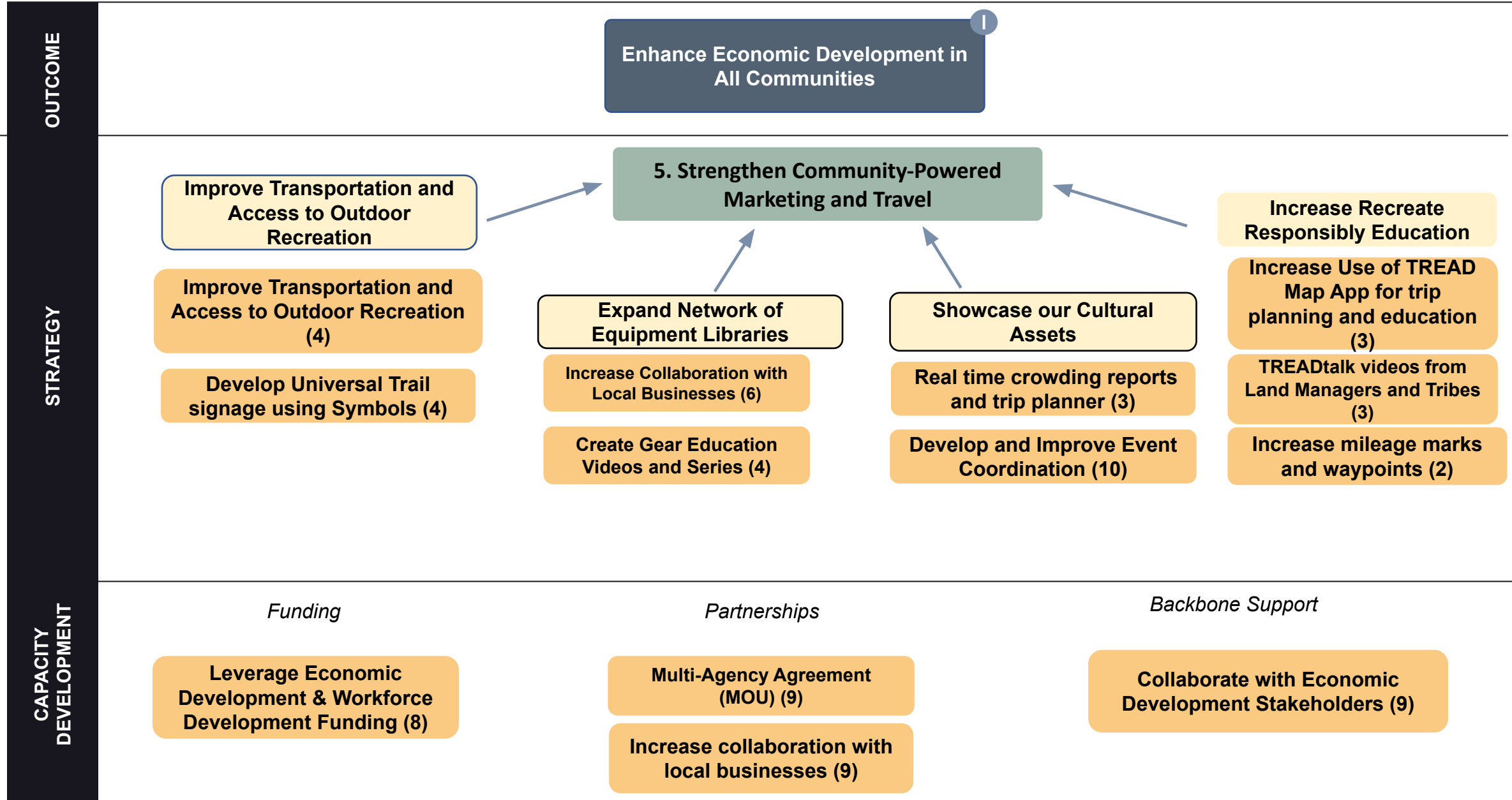
Building up and helping support other nonprofits and local agencies (9)

Backbone Support

Develop and Improve Volunteer Coordination (7)



Zoom Map: Enhancing Economic Development





Zoom: Increase Representation of People of Color and Underrepresented Groups in Outdoor Recreation

OUTCOME

Enhance Economic Development in All Communities

Improve Community Members Perception of Being Welcome and Included in Outdoor Recreation

Improve Physical and Mental Health of Community by Increasing Outdoor Recreation and Participation

STRATEGY

6. Improve Collaboration on Planning, Policies, Development and Procedures

Increase Recreate Responsibly Education

Expand and Enhance Trail Infrastructure

Create or Expand Specialty Recreation Areas

Facilitate Tribe Collaboration and Education on Culture, Awareness

Increase Access to Outdoor Recreation

Increase facilities nonprofits can adopt and manage (6)

Support Environmental and Conservation Experts in our Region (10)

Increase Water Access for Non-Motorized Access (2)

Learn and Collaborate with Tribes (3)

Develop Universal Trail signage using Symbols (6)

Create a maintenance plan for areas that need funding/staff support (3)

Increase Private/Public Easement Access (6)

Increase availability and access to Snow Play (2)

Trailhead Improvements: Parking, Accessibility, ADA Access, Non-AWD Access (2)

Create a Chelan/Douglas Wildfire Mitigation Plan (6a)

Increase mileage marks and waypoints (2)

Increase availability and access to Motorized Trails (2)

Improve Trail Connectivity, pathways to green spaces (2)

CAPACITY DEVELOPMENT

Funding

Partnerships

Backbone Support

Create and Sustain a Junior Taxing District (8)

Building up and helping support other nonprofits and local agencies (9)

Develop and Improve Volunteer Coordination (7)

Increase Grant Coordination/Application (8)

Multi-Agency Agreement (MOU) (9)



Zoom: Expand and Enhance Outdoor Recreation Infrastructure

OUTCOME

Enhance Economic Development in All Communities

Improve Physical and Mental Health of Community by Increasing Outdoor Recreation and Participation

STRATEGY

7. Mobilize & Coordinate More Volunteers

Expand and Enhance Trail Infrastructure

Improve volunteer advertisement, retention, education, and database (7)

Increase Mileage Marks and Waypoints (2)

Improve Trail Maintenance & Safety (7)

Develop Universal Trail Signage Using Symbols (6)

Create a maintenance/priority plan for areas that need funding/staff support (3)

Increase Recreate Responsibly Education

Expand & Enhance Collaboration with Tribes (6)

Increase facilities nonprofits can adopt and manage (6)

Improve Transportation and Access to Outdoor Recreation

Improve Trail Connectivity and Pathways to Green Spaces (6)

Increase Private/Public Easement Access (6)

Increase Trailhead Improvements: Parking, Accessibility, ADA Access, Non-AWD Access (2)

Expand Network of Equipment Libraries

Increase Collaboration with Local Businesses (6)

Create Gear Education Videos and Series (4)

Collaborate with Mountain Rescue

CAPACITY DEVELOPMENT

Funding

Grow a Regional Public Funding Authority (8)

Increase Grant Coordination/Applications (8)

Create and Sustain a Junior Taxing District (8)

Establish an Endowment for Trail Work (8)

Partnerships

Help Build Up & Support Other Nonprofits & Local agencies (9)

Manage relationships with community partners related to volunteerism (7)

Backbone Support

Increase Backbone Staff (10)

Develop and Improve Volunteer Coordination (7)

Develop and Improve Volunteer Coordination (7)

Memo

To: Board of Directors

From:  Jim Kuntz

Date: February 9th, 2023

Re: Interlocal Agreement – Regional Sports Complex

As the Regional Sports Complex feasibility study gets kicked off, we thought it would be prudent to have all funding agencies enter into an interlocal agreement.

Please see the attached interlocal agreement as drafted by Quentin. Seeking authorization to sign the agreement.

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

INTERLOCAL AGREEMENT FOR THE FUNDING OF A REGIONAL SPORTS COMPLEX FEASIBILITY STUDY

This Interlocal Agreement (“Agreement”) is entered into this _____ day of _____, 2023, by and between the CITY OF WENATCHEE, a municipal corporation of the State of Washington (“Wenatchee”), CITY OF EAST WENATCHEE, a municipal corporation of the State of Washington (“East Wenatchee”), the GREATER WENATCHEE PUBLIC FACILITIES DISTRICT, a municipal corporation of the State of Washington (the “PFD”), CHELAN COUNTY, a municipal corporation of the State of Washington, DOUGLAS COUNTY, a municipal corporation of the State of Washington, and the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a not-for-profit corporation organized under the laws of the State of Washington (the “CDRPA”) (known individually as Party or collectively as Participating Entities) for the purposes sharing costs to conduct a feasibility study for the Regional Sports Complex.

RECITALS

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, authorizes public agencies to enter into agreements with one another for cooperative action. The Participating Entities qualify as public agencies for purposes of RCW 39.34; and

WHEREAS, the Participating Entities desire to work together on the following described project for the benefit of the region. CDRPA is serving as the lead agency to conduct a feasibility study to evaluate the suitability of a regional sports complex. Each of the Participating Entities desire to contribute funding toward to cost of the feasibility study; and

WHEREAS, the Participating Entities desire to have the CDRPA perform certain administrative functions on their behalf to achieve cost efficiencies and economies of scale; and

WHEREAS, the CDRPA will administer the Agreement by entering into a contract with a consultant to perform the feasibility study as detailed herein this Agreement; and

WHEREAS, the total combined amount of funding to be contributed to the feasibility study by the Participating Entities is \$300,000.00, with individual shares itemized herein this Agreement; and

WHEREAS, through this Agreement, the Participating Entities desire to proceed with the Regional Sports Complex feasibility study and to fairly allocate the cost between them; and

WHEREAS, for the mutual benefit of the Participating Entities and to conserve public funds, it is convenient and economical for the Participating Entities to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms that this Agreement contains, the Participating Entities agree as follows:

1. Term. This Agreement shall become effective upon the full execution by the Participating Entities and recording with the Chelan County and Douglas County Auditors; or, alternatively, the posting of this Agreement to each Party's website. It shall terminate upon completion of the feasibility study, or no later than June 30, 2024.

2. Administration of Agreement.

2.1. No separate legal or administrative entity is created by this Agreement.

2.2. Jim Kuntz, CDRPA CEO, or his designee, shall administer this Agreement. The authorized representative of each Participating Entity designated in Section 2.3 below shall be responsible to report to their respective governing body.

2.3. The following shall be the Participating Entities' authorized representatives and contact persons for administration of this Agreement and any notices required by this Agreement shall be provided to:

CITY OF WENATCHEE Attn: Mayor 31 Yakima Street Wenatchee, WA 98801	CITY OF E. WENATCHEE Attn: Mayor 271 9 th Street NE East Wenatchee, WA 98802	PFD Attn: President 1300 Walla Walla Ave Wenatchee, WA 98801
CHELAN COUNTY Attn: Commissioners 401 Washington St., Wenatchee, WA 98801	DOUGLAS COUNTY Attn: Commissioners 203 S. Rainier Street Waterville, WA 98858	CDRPA Attn: CEO 1 Campbell Parkway, Ste A East Wenatchee, WA 98802

3. Purpose. The purpose of this Agreement is to facilitate a multi-phase study to evaluate the feasibility of a constructing a multisport complex in the region, and to fairly allocate the costs between the Participating Entities. This Agreement does not extend to the implementation of the feasibility study.

4. Payment for Feasibility Study.

4.1. The Participating Entities have authorized the CDRPA to seek qualifications and delegated a subcommittee to assist in the consultant selection process. The CDRPA has estimated a cost of \$300,000.00 for the study. The Participating Entities agree to share a portion of the costs in the following amounts:

Participating Entity	Max. Contribution
Greater Wenatchee PFD	\$100,000
Chelan County	\$ 50,000
Douglas County	\$ 50,000
City of Wenatchee	\$ 40,000
City of East Wenatchee	\$ 30,000
CDRPA	\$ 30,000

4.2. The cost sharing limitations set forth in Section 4.1, above, shall not be exceeded without the written authorization of all Participating Entities.

4.3. The CDRPA shall be responsible for making payment to the contracted consultant upon the contract terms. The CDRPA will invoice each Participating Entity quarterly pro-rata during the term of the contract. The Participating Entities shall each pay their established share within 30 days of invoice. Payment(s) not made within 30 days of invoice shall accrue interest at the rate of 12% per annum.

5. Property. The Participating Entities do not anticipate acquiring jointly-owned personal or real property under this Agreement.

6. Financing, Budget and Expenses. No separate budget or financing method is created by this Agreement.

7. Maintenance and Audit of Records.

7.1. Each Party shall maintain books, records, documents and other materials relevant to its performance under this Agreement.

7.2. These records shall be subject to inspection, review and audit by either Party, the Washington State Auditor's Office, or any other entity as required by law.

7.3. Each Party shall retain all such books, records, documents and other materials for the longest applicable retention period under federal and Washington State law.

8. Legal Relations.

8.1. The Participating Entities are separate and independent governmental entities in all respects. Nothing in this Agreement shall be construed as creating any other relationship between the Participating Entities.

8.2. Each Participating Entity agrees to defend, indemnify, and hold harmless the other Parties and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or resulting from its performance of this Agreement, except for injuries and damages caused by the actions of the entity being indemnified.

8.3. Nothing in this Agreement shall be construed to permit anyone other than the Participating Entities and their successors to rely upon the covenants and agreements contained in this Agreement, nor to give any such third party a cause of action, as a third-party beneficiary or otherwise, on account of any nonperformance of the provisions of this Agreement.

9. Enforcement.

9.1. In the event a dispute arises regarding any matter addressed in or related to this Agreement, the Participating Entities agree that before taking any court action or seeking any other legal remedy, the Participating Entities' authorized contact persons listed in Section 2.3, or their authorized designees, will participate in a good faith in-person negotiation to resolve any such dispute.

9.2. If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, each Party shall pay its own attorney's fees incurred in that action, arbitration or other proceeding.

10. Authority. Each person signing this Agreement has the full authority to execute this Agreement and to bind the party on behalf of which he/she signed.

11. Applicable Law. The laws of the State of Washington shall govern this Agreement and all questions relating to it.

12. Venue. Venue of any action arising out of this Agreement shall be exclusively in a court of competent jurisdiction in Chelan County, Washington.

13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same document.

14. Recitals. The recitals in the preamble to this Agreement are incorporated by this reference and are a part of this Agreement.

15. Assignment. Nothing contained in this Agreement shall be interpreted or construed to permit the assignment by the Participating Entities of any rights or obligations in this Agreement and such assignment is expressly prohibited without the prior written consent of the other Participating Entities.

16. Posting of the Agreement. Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Chelan County Auditor and the Douglas County Auditor or posted to each Party's website.

17. Applicable Laws. The Participating Entities, in performance of the work under this Agreement, shall abide by all applicable local, state and federal laws, regulations, and requirements.

18. Interpretation.

18.1. This Agreement has been submitted to the scrutiny of the Participating Entities and their legal counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance its words, without consideration or weight given to its being drafted by any Party or its legal counsel.

18.2. In the event any term, provision, or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, provisions, conditions, or applications of this Agreement which shall be given effect without the invalid term, provision, condition, or application. To this end, the terms, provisions and conditions of this Agreement are declared severable.

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

20. Entire Agreement. This Agreement constitutes the entire agreement between the Participating Entities relating to the regional sports complex feasible study. Any modification of the Agreement or additional obligation assumed by the Participating Entities in connection with the Agreement shall be binding only if evidenced in writing and signed by all Participating Entities. This Agreement shall be binding upon the Participating Entities, their successors and assigns.

CITY OF WENATCHEE

By _____
FRANK J. KUNTZ, Mayor

STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Frank J. Kuntz is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Mayor of the City of Wenatchee, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2023.

(signature)

(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires_____

CITY OF EAST WENATCHEE

By _____
JERRILEA CRAWFORD, Mayor

STATE OF WASHINGTON)
) ss.
County of Douglas)

I certify that I know or have satisfactory evidence that Jerrilea Crawford is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Mayor of the City of East Wenatchee, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2023.

(signature)

(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires_____

CHELAN COUNTY

By _____
 KEVIN OVERBAY, Commissioner

By _____
 SHON SMITH, Commissioner

By _____
 TIFFANY GERING, Commissioner

STATE OF WASHINGTON)
)) ss.
 County of Chelan)

I certify that I know or have satisfactory evidence that Kevin Overbay is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Commissioner of Chelan County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2023.

 (signature)

 (printed or typed name)
 NOTARY PUBLIC, State of Washington
 My Commission Expires _____

STATE OF WASHINGTON)
)) ss.
 County of Chelan)

I certify that I know or have satisfactory evidence that Shon Smith is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Commissioner of Chelan County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2023.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires_____

STATE OF WASHINGTON)

) ss.

County of Chelan)

I certify that I know or have satisfactory evidence that Tiffany Gering is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Commissioner of Chelan County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2023.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires_____

DOUGLAS COUNTY

By _____
DAN SUTTON, Commissioner

By _____
KYLE STEINBURG, Commissioner

By _____
MARC STRAUB, Commissioner

STATE OF WASHINGTON)
) ss.
County of Douglas)

I certify that I know or have satisfactory evidence that Dan Sutton is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Commissioner of Douglas County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2023.

(signature)

(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires _____

STATE OF WASHINGTON)
) ss.
County of Douglas)

I certify that I know or have satisfactory evidence that Kyle Steinburg is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Commissioner of Douglas County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2023.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires_____

STATE OF WASHINGTON)

) ss.

County of Douglas)

I certify that I know or have satisfactory evidence that Marc Straub is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the Commissioner of Douglas County, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2023.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires_____

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

By _____
 JIM KUNTZ, CEO

STATE OF WASHINGTON)
)) ss.
 County of Douglas)

I certify that I know or have satisfactory evidence that Jim Kuntz is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the CEO of the Chelan Douglas Regional Port Authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2023.

 (signature)

 (printed or typed name)
 NOTARY PUBLIC, State of Washington

My Commission Expires _____

Memo

To: **Board of Directors**

From: **Stacie de Mestre**

Date: **February 23, 2023**

Re: **RH2 Engineers Task Authorization 17 – Local Water System Improvements to Lojo Property**

In April of 2022, RH2 Engineers proposed Task Authorization 17 (attached) for a series of water system improvements to serve future development at the Lojo Property. Negotiations were underway with Microsoft but the Phase I Development and Reimbursement Agreement had not been executed.

Below is a timeline of events surrounding Task Authorization 17:

- **April 12, 2022 Board authorized RH2 to proceed on Tasks 1, 2, 3, and 5a which totaled \$404,012**
- **June 24, 2022 Agreement with Microsoft became effective**
- **June 28, 2022 Board authorized RH2 to proceed on Task 4 which totaled \$314,582**

The projects approved in the Microsoft agreement were split out differently than the tasks in Task Authorization 17. RH2 Engineers is requesting portions of additional tasks to be approved to complete the projects defined in the agreement. In an effort to reduce confusion and not authorize RH2 Engineers on tasks not yet covered by a reimbursement agreement, staff is suggesting the attached revision to Exhibit A of Task Authorization 17. Additionally, staff is seeking approval to move forward with Phase 1b.

Task Authorization No. 17
Chelan Douglas Regional Port Authority
General Engineering Services
Local Water System Improvements to LOJO Property
April 2022
RH2 Project No. RPA 20.0026.17

In accordance with our Professional Services Agreement for the General Engineering Services, dated February 19, 2020, this Task Authorization outlines the Scope of Work for the Local Water System Improvements to LOJO Property. The work will be performed and invoiced in compliance with the terms and conditions listed in the governing Agreement and any issued Contract Amendments.

Background

In 2020, the Chelan Douglas Regional Port Authority (Port) purchased a 72.5-acre parcel (Chelan County Parcel No. 222135100060) from LOJO Orchards with the goal of recruiting new business and spurring economic development in the region. The property, commonly referred to as the LOJO Property, is located just beyond the eastern edge of the retail service area, but still within the service area of the Malaga Water District (District) and within the District's Pressure Zone 1 (Zone 1). The Port has identified a business partner who plans to develop the LOJO Property that is expected to require 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's *2019 Water System Plan* (WSP) identifies growth-related improvements within Zone 1 currently scheduled beyond the 10-year planning period based on modest residential growth projections. These projects include a new Zone 1 Reservoir and distribution mains to improve fire flow and distribution capacity. With the planned addition of the LOJO Property development, the fire flow demands within Zone 1 will increase by approximately 1,000 gpm beyond what was anticipated in the WSP, thereby hastening and magnifying the need for the storage and water main improvements, and adding the need for additional supply to meet the increased demands.

Based on initial discussions about providing water service to the LOJO Property, the Port acquired funding for construction of a water main extending from the District's distribution system to the LOJO Property. Additionally, the Port's funding includes construction of a water storage reservoir intended to operate as part of a private water system serving the industrial needs of the property. Since that time, it has been determined that the reservoir would best serve the needs of the LOJO Property and the community of Malaga if it was incorporated into the District's water system, where it would be owned and operated by the District. It was also subsequently determined that the anticipated water needs of the business partner may significantly exceed the assumptions used in the early reservoir sizing discussions. As such, additional planning and engineering work will need to be performed to provide sufficient infrastructure capacity and comply with regulatory requirements for domestic water system improvements.

The Port has requested RH2 Engineering, Inc., (RH2) provide engineering services to design and provide construction contract administration for the water system improvements needed to support the LOJO Property development. The following task list includes the anticipated work by RH2:

1. Preliminary Engineering and Reporting: Perform water system planning hydraulic analyses. Perform water storage analysis. Perform alternatives analysis for the reservoir site selection and conduct geotechnical investigations. Prepare a Project Report as required by the Washington State Department of Health (DOH) Office of Drinking Water Services documenting the project background, water system analyses, sizing, and design criteria for the proposed improvements. Update the Engineer's opinion of probable construction costs (OPCC) prepared in prior planning documents.
2. Groundwater Source Evaluation and Development: Evaluate supply alternatives to address water system deficiencies anticipated by the development of the LOJO Property, including the addition of a new well(s) near the District's Well No. 5 and/or on the LOJO property itself. Provide engineering and hydrogeologist services to support well drilling, testing, development, and source approval. *Should testing at either or both sites indicate that an aquifer of significant capacity exists, a contract amendment may be prepared for further evaluation to determine if the aquifer could support a supplemental water source for the Wenatchee Regional Water System.*
3. Design Distribution Water Main Improvements: Obtain pipe route surveys and prepare base maps. Prepare bid-ready plans and specifications for up to 12,000 feet of water main. Exact size and location of the main(s) will be determined in the planning analyses. Assumed locations are as follows:
 - a. 4,400 feet of 12-inch water main along Malaga/Alcoa Highway from Saturday Avenue to LOJO site.
 - b. 800 feet of 8-inch water main along Sweetheart Lane from Saratoga Lane to Bainard Road.
 - c. 2,000 feet of 12-inch water main from new well facility to the distribution system.
 - d. 4,500 feet of 16-inch water main from new reservoir to the distribution system.
4. Design a Water Storage Reservoir: Obtain topographic survey of the reservoir site and prepare base maps. Prepare bid-ready plans for the water storage tank and site.
5. Design a Groundwater Supply Facility: Obtain topographic survey of the well site and prepare base maps. Prepare bid-ready plans for the water supply facility.
6. Land Use and Construction Permitting: Prepare applications for land use and/or construction permitting of the proposed improvements.
7. Services During Bidding: Provide engineering services to support the bidding and award for construction of the proposed improvements.

8. Services During Construction: Provide engineering services to support the Port's administration and oversight for construction of the proposed improvements.

Project Understanding and Assumptions

The following describes the overall understanding and assumptions used by RH2 in preparing this Scope of Work. Additional assumptions specific to related tasks are also included in the task descriptions that follow.

- *Projects and schedules identified in this Scope of Work assume the development will construct three (3) buildings on the site by the end of 2025, each with an MDD of approximately 83 gpm, with two (2) more similar buildings possible, but unconfirmed, by 2027. Construction of the water system projects included in this Scope of Work is expected to be complete by the end of 2025. Changes to this assumption, which may include higher water use, additional buildings, or different schedule, may require a contract amendment.*
- *While the Port will administer this project, the District will ultimately own and be responsible for the water system improvements that derive from this project. Therefore, it is expected that close coordination with the District will be required throughout this project, and that the District will respond to information requests, attend project meetings, and provide reviews.*
- *The storage analysis in the District's WSP identified a current storage deficiency of approximately 12,000 gallons that could be supplemented from excess capacity in Zone 2. The Zone 1 Reservoir identified in this Scope of Work will provide adequate storage without requiring supplementing from Zone 2. Based on projected demands in the WSP and preliminary demands associated with the planned development of the LOJO Property, the proposed reservoir is estimated at a size of up to 2 million gallons. As part of this Scope of Work, RH2 will refine previous analyses and provide recommendations and preliminary engineering that will define the criteria for final reservoir sizing and design.*
- *The WSP identified numerous water main projects that would be installed by private developers, if needed for supply, redundancy, capacity, and/or fire protection. The projects describe installation of water mains along Sweetheart Lane, Saturday Avenue, Firehouse Road, and the Malaga/Alcoa Highway. It is assumed that these, or similar, projects will need to be constructed due to the increased demands associated with the planned development. It is assumed that the proposed water main size and specific locations will be confirmed with the hydraulic modeling included as part of this Scope of Work.*
- *Approximately 3,000 linear feet (lf) of existing 2-inch water main within Malaga/Alcoa Highway extends from the intersection with Saturday Avenue to approximately 5251 Malaga/Alcoa Highway. This main would be replaced with a larger main and extend approximately 1,400 additional feet to the LOJO Property, for a total of approximately 4,400 lf of new main. This Scope of Work includes hydraulic modeling to size this new main.*
- *Other distribution main improvements necessary to meet distribution, reliability, and fire flow requirements may be identified during the hydraulic modeling. If such improvements are*

identified, RH2 will work with the Port and District to identify the phasing of these improvements, and if warranted, the Port may authorize RH2 to perform additional design work through an amendment.

- The District's 2019 WSP identified an estimated supply surplus in Zone 1 of 249 gpm in 2020; however, this surplus was intended to meet the needs of future residential development within the retail service area. With the addition of the proposed development (which is outside of the retail service area), additional supply will be necessary to meet system demands. It is assumed that the District has sufficient water rights to develop a new groundwater source of supply to meet this need.
- A suitable location can be found for the proposed well either within the District's Well No. 5 site or on the LOJO Property within the authorized point of withdrawal. Authorization for supplemental well drilling and testing can be obtained without additional Washington State Department of Ecology (Ecology) approval.
- Providing water service to the proposed development will extend the retail service area of the District and require infrastructure changes that will need to be documented in project reports and submitted to DOH for review and approval per Washington Administrative Code (WAC) 246-290-100.
- The Port will be responsible for negotiations with property owners of prospective reservoir sites and property/easement acquisition activities.
- RH2 will rely upon the accuracy and completeness of any information, data, and materials generated or produced by the Port, District, or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.
- Project documents will be provided in electronic format to the extent possible. Deliverables will be provided in electronic PDF unless otherwise noted.
- Restrictions to in-person meetings and workshops due to COVID-19 will not impact the schedule and are assumed to continue through 2022. In general, it is assumed that most meetings can and will be held via videoconference using either Zoom or Microsoft Teams platforms. Where in-person meetings are necessary, all participants will adhere to health guidelines for in-person activities to protect the health of RH2, Port, and District staff.
- With the exception of bi-weekly progress meetings, meetings generally will be limited to two (2) hours in duration and attended by RH2 and Port project managers and other relevant key staff and stakeholders depending on the meeting topic.
- The Port acknowledges that OPCCs are based on RH2's professional experience and qualifications and represent RH2's best judgement as an experienced and qualified professional. The Port acknowledges that RH2 does not have control over the cost of labor,

materials, equipment, or market conditions. RH2 does not guarantee that actual costs will not vary from the OPCC.

GENERAL PROJECT TASKS

Task 1 – Project Management

Objective: Perform project management services, including monthly invoicing, attending planning and progress meetings, and attending a project kickoff meeting.

Approach:

- 1.1 Perform Project Administration and Budget Control: Perform project administration tasks to include monthly invoicing and budget control, bi-weekly planning and progress meetings, preparation of meeting agenda and minutes, written bi-monthly progress reports to the Port, and coordination of subconsultants.
- 1.2 Attend Project Kickoff Meeting: Attend a project kickoff and informational meeting with Port and District staff. Discuss Port and District goals, facility sizing requirements, alternative selection ranking concepts, level of service standards, and hydraulic modeling requirements. Discuss potential site constraints, such as zoning requirements, sensitive area designations, geologic hazards, and property line setback requirements. Discuss other project stakeholders and their roles and level of involvement in the project.
- 1.3 Develop Data Request and Administration: Develop and maintain a list of data and materials required from the Port and District.
- 1.4 Maintain Client Communications: Maintain frequent client communications, including phone calls and emails, in addition to the progress meetings.
- 1.5 Prepare and Maintain Project Schedule: Prepare project schedule and update as needed.

RH2 Deliverables:

- Monthly invoices.
- Meeting agendas and minutes.
- List of data and materials.
- Phone calls and email communication as needed.
- Project schedule.

Task 2 – Preliminary Engineering and Reporting

Objective: Perform water system planning hydraulic analysis. Perform supply and storage analyses. Prepare project report documenting preliminary engineering for DOH review and approval. Conduct geotechnical investigation and reporting.

Approach:

- 2.1 Perform Water System Planning Hydraulic Analysis: Perform hydraulic analyses using the existing hydraulic model of the distribution system to identify the distribution system requirements for providing water service and fire flow to the proposed development, as well as transmission requirements for integration of the proposed reservoir and well.
- 2.2 Perform Storage and Supply Analyses: Perform storage calculations to determine the required storage volume to meet operational, peak equalizing, emergency standby, and fire flow storage needs of the water system and proposed development. Determine the supply capacity needed for the proposed development. Meet with the Port and District to review the results of the analyses.
- 2.3 Conduct Geotechnical Investigation and Reporting: Conduct geohazard and geotechnical investigations to identify potential critical areas and seismic hazards, shallow soil and deep geologic conditions, soil bearing capacity and earth pressures, groundwater characteristics, and stormwater infiltration capacity and risks. The investigation will include a review of available soil, geologic, and geotechnical information for the local area, three (3) 12-foot-long by 3-foot-wide exploratory test pits to depths of approximately 10 feet, and two (2) 6-inch-diameter soil borings to a depths of approximately 70 to 80 feet. Prepare a technical memorandum summarizing the findings.
 - a. Subcontract with a drilling company to perform test pits and borings. *The Fee Estimate includes \$25,000, was prepared prior to selecting a subconsultant, and is only an estimate. Additional fee will be required if subconsultant costs exceed the estimate.*
- 2.4 Prepare OPCC: Prepare Engineer's OPCC based on projects identified in the analyses.
- 2.5 Prepare State Environmental Policy Act (SEPA) Checklist: Coordinate with Port staff to prepare a SEPA checklist.
- 2.6 Prepare Project Report: Prepare a project report documenting the preliminary engineering and design of the system improvements for DOH review and approval as required by WAC 246-290-110. Perform in-house quality assurance/quality control (QA/QC) review. Submit the project report to the Port and District for review and comment. Incorporate Port, District, and RH2 QA/QC review comments and finalize the project report. Prepare and submit application to DOH for project report review. Respond to up to one (1) round of review comments. *No date is warranted or implied for DOH response or approval.*

Assumptions:

- *The Port will be the lead agency for the SEPA checklist.*

Provided by the Port and District:

- Review of draft project report.
- Payment of DOH review and SEPA advertisement fees.

RH2 Deliverables:

- Attendance at meeting with the Port and District.
- Two (2) hard copies of reservoir site geohazard assessment and geotechnical conditions technical memorandum describing site conditions, risks, and recommendations for design, construction, and geohazard mitigation.
- OPCC based on analyses.
- SEPA checklist.
- Draft and final project report, including four (4) hard copies.
- DOH Application for project report review.
- Letter response to DOH review comments, if any.

Task 3 – Groundwater Source Evaluation and Development

Objective: Evaluate the potential quantity and quality of groundwater at two (2) proposed well sites: the first near the District's Well No. 5, and the second on the LOJO Property. Develop plans to install and test an estimated 500 gpm to 1,000 gpm capacity production well to supplement Zone 1 supply. *Exploration at two (2) sites is anticipated.*

Approach:

- 3.1 Review Existing Information: Obtain and review available background information related to the proposed well sites and meet with Port and District staff to evaluate the potential future configuration of a new groundwater source of supply. Investigate the well drilling sites and potential well testing discharge options. Prepare a brief technical memorandum with a project narrative and describe the conceptual groundwater drilling, testing, and development plan.
- 3.2 Prepare Bid Documents and Services During Bidding for Well Drilling: Prepare well drilling bid documents consisting of technical specifications, special provisions, pay items, and an OPCC that describe the activities and requirements to drill, install, and test one (1) 12-inch-diameter production well and two (2) 6-inch monitoring wells to a maximum depth of 300 feet at each of two (2) sites. Prepare well testing requirements to evaluate well performance, aquifer characteristics, and water quality. Assist the Port in preparing the final bid documents and selecting a well drilling contractor. Prepare a well site approval request and submit to Chelan County (County) on behalf of the Port. Attend the County's well site inspection and respond to comments.
- 3.3 Observe Well Drilling, Provide Well Design, and Support Well Testing: Communicate with the Port's selected driller and Port to establish the mobilization date, site activities, schedule, and

communication and documentation requirements. Observe well drilling activities during critical phases. Obtain representative soil samples from drill cuttings and submit to a soil laboratory for soil grain-size (sieve) analysis. Provide the driller with a well design. Observe well construction and development. Observe well testing and obtain water quality samples for laboratory analysis. Observe well completion and wellhead construction.

- 3.4 Prepare Technical Memorandum: Prepare a technical memorandum documenting drilling and testing activities. Evaluate water yield and water quality testing results for groundwater development potential. Summarize findings and provide recommendations for well operation and monitoring.

Assumptions:

- *The proposed well sites are within the District's Well No. 5 authorized point of withdrawal and supplemental well drilling and testing is authorized without additional Ecology approval. If either site is outside the approved area, the Wenatchee Regional Water System point of withdrawal can be used for drilling and testing.*
- *Additional permitting and water right changes may be required to increase the rate of withdrawal at the Well No. 5 site and new production well; these tasks are not included in this Scope of Work.*
- *Should the well tests indicate capacity exceeding 1,000 gpm may be available, further testing may be recommended to determine the potential regional benefit of a larger supply facility. Any such further testing would be performed by contract amendment.*
- *RH2 is not responsible for the site safety of others or for directing any contractor in their work.*

Provided by the Port or District:

- Available background information related to the proposed well site.

RH2 Deliverables:

- Technical memorandum with groundwater drilling, testing, and development plan.
- Well site approval request for submission to the County.
- Bid documents for well drilling, construction, and testing, including two (2) hard copies.
- Well design.
- Technical memorandum with recommendations for well operation.

Task 4 – Design Water Main Improvements

Objective: Obtain topographic survey of the proposed water main alignments. Prepare complete construction contract bidding documents for the proposed water main, including final front-end documents, technical specifications, plans, standard drawings, and OPCC.

Approach:

- 4.1 Obtain Route Survey and Prepare Base Maps: Subcontract with a professional land surveyor to provide horizontal and vertical survey control and perform topographical survey of surface features, monumentation, marked utilities, property lines, and right-of-way (ROW) lines of the proposed water main alignments. *This subtask assumes a budget of \$60,000 and up to 12,000 hours of route survey to support the design.* Review survey data and format for design use. Perform one (1) site visit.
- 4.2 Prepare 60-Percent Design: Prepare preliminary plans and update the OPCC for the proposed water main improvements. This work includes the following:
 - a) Prepare 60-Percent Design: Prepare preliminary design plans to the 60-percent design level with horizontal and vertical alignment detail of the water main for District review. Connection points and pavement restoration details will be included. Develop a preliminary OPCC for the 60-percent design review submittal. Submit plans to Chelan County Public Works for review.
 - b) Attend 60-Percent Design Review Meetings: Attend 60-percent design meetings with the District and County (separate meetings anticipated). Prepare meeting minutes if needed.
- 4.3 Prepare 90-Percent Design: Develop 90-percent plan sheets, technical specifications, and bid documents for the proposed improvements. This work includes the following:
 - a) Prepare 90-Percent Design: Incorporate the District's and County's 60-percent review comments and prepare 90-percent design plans. Prepare construction contract documents to the 90-percent level, including both technical and non-technical construction contract requirements, general conditions, and special requirements. The plans and construction contract documents will include the final configurations for connections to the District's system, trench, bedding materials, backfill, compaction, and surface restoration, along with other supporting details and requirements for construction, testing, and permitting.
 - b) Perform QA/QC Review of 90-Percent Design: Perform internal QA/QC reviews on 90-percent design documents.
 - c) Attend 90-Percent Design Review Meeting: Attend 90-percent design review meeting with the District. Prepare meeting minutes if needed. Submit 90-percent plans to the County.
- 4.4 Develop Bid-Ready Design: Develop bid-ready plan sheets, technical specifications, bid documents, and OPCC for the proposed improvements. This work includes the following:

- a) Prepare Bid-Ready Plans and Specifications: Incorporate QA/QC and District's 90-percent review comments and prepare plans and specifications for bidding and construction. Prepare final OPCC for the proposed improvements. Submit final plans to the County.

Assumptions:

- *This Task is based on the projects identified in the Background section.*
- *No date is warranted or implied for agency response or approval.*

RH2 Deliverables:

- 60-percent design plans, including two (2) full-size and four (4) half-size hard copies.
- OPCC based on 60-percent design, including two (2) hard copies.
- 60-percent review meeting minutes.
- 90-percent design plans and construction contract documents (front-end specifications and technical specifications), including two (2) full-size and four (4) half-size hard copies.
- Preliminary OPCC based on 90-percent design, including two (2) hard copies.
- 90-percent review meeting minutes.
- Electronic versions of the complete construction contract bidding documents, including bid-ready front-end documents, technical specifications, plans, standard drawings, and OPCC.
- Two (2) hard copies of the complete construction contract bidding documents.

Task 5 – Design Water Storage Reservoir

Objective: Obtain topographic survey and prepare base maps. Perform stormwater engineering and reporting. Prepare bid-ready plans and specifications.

Approach:

- 5.1 Obtain Topographic Survey and Prepare Base Maps: Subcontract with a professional land surveyor to provide horizontal and vertical survey control and perform topographical survey of surface features, monumentation, marked utilities, and property lines of the proposed reservoir site. *This subtask assumes a budget of \$20,000 to support the reservoir design.* Review survey data and format for design use. Perform one (1) site visit.
- 5.2 Prepare 30-Percent Design of Reservoir Improvements: Develop design criteria and preliminary designs for the reservoir and site improvements. Work includes:
- Preparing existing site plan;
 - Preparing preliminary construction and finished grading plans and details;
 - Preparing preliminary site and utility plans and details;

- Preparing structural plan and elevation views to illustrate the reservoir shape, size, elevations, geometry, and location of the proposed reservoir and its appurtenances;
- Preparing mechanical plans detailing reservoir piping and mechanical components;
- Preparing preliminary design of main structural elements;
- Identifying electrical, control, and monitoring features and appurtenances for review and discussion with the District; and
- Preparing and submitting an electrical power service application to Public Utility District No. 1 of Chelan County (PUD).

5.3 Perform Stormwater Engineering and Reporting: Conduct stormwater analyses and prepare documentation for compliance with Ecology's *Stormwater Management Manual for Eastern Washington* (SWMMEW). Prepare stormwater design improvements for integrating the stormwater system with the overflow requirements for the reservoir. This work includes the following:

- a) Develop Stormwater Management System: Develop an on-site stormwater management system to convey, infiltrate, disperse, and retain stormwater runoff onsite. This system will include conveyance, runoff treatment, and flow control Best Management Practices (BMPs) as required by the SWMMEW.
- b) Develop Stormwater Site Plan: Develop a Stormwater Site Plan (SSP) conforming to the SWMMEW, including assessment of both temporary and permanent stormwater and drainage impacts.
- c) Prepare Stormwater Pollution Prevention Plan: Prepare a Stormwater Pollution Prevention Plan (SWPPP) meant to control erosion and prevent sediment and other pollutants from leaving the site during the construction phase of the project.
- d) Develop Operations and Maintenance Manual: Develop an operations and maintenance (O&M) manual for the proposed stormwater facilities and BMPs.
- e) Perform Off-Site Analysis: Perform and document a qualitative off-site analysis that assesses the potential off-site impacts of stormwater discharge. *If an off-site quantitative analysis and/or mitigation are determined to be required after performing the qualitative off-site analysis, then a modification to this Scope of Work will be required.*
- f) Submit for Client Review: Submit the preliminary SSP to the Port and District for review and comment.
- g) Perform Quality Control Review: Perform in-house QA/QC review of the SSP, SWPPP, and O&M manual.
- h) Finalize Stormwater Reports: Incorporate Port, District, and internal QA/QC review comments and finalize the SSP, SWPPP, and O&M manual for inclusion in the final design and permit submittal to the County.

5.4 Prepare Bid-Ready Plans and Specifications for Reservoir: Prepare 60-percent plans, technical specifications, and OPCC and submit to the Port and District for review. Develop 90-percent plan sheets, technical specifications, bid documents, and OPCC and submit to the Port and District. Perform internal QA/QC reviews on 60-percent and 90-percent design documents. Incorporate review comments and prepare bid-ready plans, specifications, and OPCC. This work includes the following:

a) Prepare 60-Percent Design: Prepare 60-percent construction plans, technical specifications, and an updated OPCC for review by the Port and the District. *The comments developed during the 30-percent design review process will be addressed.* This work includes the following:

- Prepare structural calculations for the reservoir, including lateral analysis, roof, shell, and reservoir foundation. Provide internal QA/QC review of structural calculations. Make recommended updates and additions to calculations per review comments. Prepare and format calculations, with supporting documentation, for the Building Permit application.
- Prepare construction grading and phasing plans.
- Prepare site and utility plans to show the major utility appurtenances such as isolation valves, vaults, manholes, catch basins, and site lighting.
- Provide detailed design of the reservoir foundation, walls, and roof. Develop plans showing the geometry of the reservoir structural elements.
- Design the reservoir piping and mechanical components, and size piping systems for the reservoir inlet, outlet, overflow, drain, and perimeter drain. Plans will include equipment selection, pipe sizes and materials, thrust restraint, vault sizing, and drainage improvements.
- Prepare plans that detail reservoir appurtenances, including access hatches, vents, exterior and interior ladders or stairs, exterior roof access, roof platform, and safety cages, as requested or required.
- Prepare electrical, control, and monitoring design, including the following:
 - (a) Develop design of electrical systems for operating appurtenances at the reservoir and valve vault. Work is to include designing the lighting system, sizing raceways and conductors, and preparing design details.
 - (b) Develop design of control and monitoring sensors to be installed at the reservoir and valve vault, including construction details. *Equipment will be selected per District standards.*
 - (c) Prepare a one-line diagram and electrical plan, including branch circuit panel detail, and other details typical to this work.

- (d) Develop criteria and performance requirements for the telemetry system. *The prepared documentation will be provided to the District's telemetry integrator for estimating, designing, and installing a proposed telemetry system at the proposed reservoir.*
- Develop technical specifications for equipment, materials, and construction tasks. *Specification requirements will be based on design criteria determined during the preliminary design phase, current building codes, and subsequent discussions with the District. Technical specifications will use RH2's facility specifications in a modified Construction Specifications Institute (CSI) format.*
 - Prepare a 60-percent level OPCC. *The 60-percent estimate shall reflect the pay items and estimated quantities as developed at the 60-percent stage of the project.*
 - Provide in-house QA/QC review of the 60-percent plans and specifications. Address comments and distribute 60-percent review documents to the Port and District.
 - Prepare for and attend one (1) 60-percent review meeting with the Port and the District. Prepare and distribute meeting minutes.
- b) Prepare 90-Percent Design: Prepare 90-percent construction plans, technical specifications, front-end non-technical specifications, and an updated OPCC for review by the Port and District. *The comments developed during the 60-percent review process will be addressed.* At the end of the 90-percent project design subtask, final details shall be included in the plans and specifications. This work includes the following:
- Incorporate Port and District comments into the plans and advance the plans to the 90-percent completion level. Site, structural, mechanical, and electrical plans will be revised. Preliminary details will be revised, and outstanding minor details will be developed. *At this point of the design, the submittal is to include all of the plans in the construction contract documents to be ready for permitting.*
 - Prepare front-end non-technical specifications. Coordinate with the Port regarding advertising dates, and bid opening date and time.
 - Update technical specifications to include additions and revisions per 60-percent review comments.
 - Prepare 90-percent level OPCC based on information supplied by material vendors and similar projects adjusted for anticipated bidding conditions.
 - Perform 90-percent in-house QA/QC review of plans and specifications. Address comments and distribute 90-percent review documents to the Port and District.
 - Prepare for and attend one (1) 90-percent review meeting with the Port and District. Prepare and distribute meeting minutes.
 - Incorporate 90-percent review comments from the Port and District and prepare the plans and specifications for construction permitting.

- c) Prepare Bid-Ready Plans and Specifications: Incorporate remaining review comments and prepare the plans and specifications for bidding and construction. Prepare final OPCC for the proposed improvements.

Assumptions:

- *The location of a preferred reservoir site has been identified due south of Searles Road. The Fee Estimate assumes the geotechnical exploration will prove this site to be suitable without extensive stabilization measures.*
- *The type of reservoir has not yet been selected, but a strand-wound prestressed concrete reservoir is assumed for this Scope of Work.*
- *Runoff treatment will not be required for this project since the reservoir roof will be constructed of non-leachable material and the infrequently used maintenance access roads will not be considered pollution-generating surfaces by definition.*
- *The project will exceed the thresholds for requiring flow control, thereby creating the need to develop a flow control facility for stormwater discharges in accordance with SWMMEW requirements.*
- *The proposed project will not discharge directly or indirectly into a wetland.*

Provided by the Port and District:

- Procurement of property.
- Permission from property owner(s) to access properties and perform geotechnical investigations and topographic survey.
- Coordination with the property owner(s) for scheduling field investigations.
- Contact information and coordination assistance for persons with knowledge of the property's history.
- Review of draft SSP and a written summary of review comments.
- Review of 60-percent and 90-percent reservoir design plans and specifications.
- Electrical service fee.

RH2 Deliverables:

- Topographic surveys.
- SSP, SWPPP, and O&M manual, including two (2) hard copies.
- Reservoir structural calculations.
- 60-percent reservoir design plans, including two (2) full-size and four (4) half-size hard copies.
- Preliminary OPCC based on 60-percent design for the reservoir, including two (2) hard copies.
- 60-percent review meeting minutes.

- 90-percent design plans and construction contract documents, including front-end specifications and technical specifications for the reservoir, including two (2) full-size and four (4) half-size hard copies.
- Preliminary OPCC based on 90-percent design for the reservoir, including two (2) hard copies.
- 90-percent review meeting minutes.
- Electronic versions of the complete construction contract bidding documents for the reservoir, including bid-ready front-end documents, technical specifications, plans, standard drawings, and OPCC.
- Two (2) half size hard copies of the complete construction contract bidding documents.

Task 6 – Design Groundwater Supply Facility

Objective: Obtain topographic survey and prepare base maps. Perform stormwater engineering and reporting. Prepare bid-ready plans and specifications.

Approach:

- 6.1 Obtain Topographic Survey and Prepare Base Maps: Subcontract with a professional land surveyor to provide horizontal and vertical survey control and perform topographical survey of surface features, monumentation, marked utilities, and property lines of the proposed site. *This subtask assumes a budget of \$10,000 to support the design.* Review survey data and format for design use. Perform one (1) site visit.
- 6.2 Prepare 30-Percent Design of Supply Improvements: Develop design criteria and preliminary designs for the facility and site improvements. Work includes:
 - a) Preparing existing site plan;
 - b) Preparing preliminary grading, site, and utility plans and details;
 - c) Preparing structural plan and elevation views to illustrate the proposed well building and its appurtenances;
 - d) Preparing mechanical plans detailing piping and mechanical components;
 - e) Identifying electrical, control, and monitoring features and appurtenances for review and discussion with the District; and
 - f) Preparing and submitting an electrical power service application to the PUD.
- 6.3 Perform Stormwater Engineering and Reporting: Conduct stormwater analyses and prepare documentation for compliance with Ecology's SWMMEW. Prepare stormwater design improvements for integrating the stormwater system with the overflow requirements for the reservoir. This work includes the following:
 - a) Develop Stormwater Management System: Develop an on-site stormwater management system to convey, infiltrate, disperse, and retain stormwater runoff onsite. This system

- will include conveyance, runoff treatment, and flow control BMPs as required by the SWMMEW.
- b) Develop Stormwater Site Plan: Develop an SSP conforming to the SWMMEW, including assessment of both temporary and permanent stormwater and drainage impacts.
 - c) Prepare Stormwater Pollution Prevention Plan: Prepare a SWPPP meant to control erosion and prevent sediment and other pollutants from leaving the site during the construction phase of the project.
 - d) Develop Operations and Maintenance Manual: Develop an O&M manual for the proposed stormwater facilities and BMPs.
 - e) Perform Off-Site Analysis: Perform and document a qualitative off-site analysis that assesses the potential off-site impacts of stormwater discharge. *If an off-site quantitative analysis and/or mitigation are determined to be required after performing the qualitative off-site analysis, then a modification to this Scope of Work will be required.*
 - f) Submit for Client Review: Submit the preliminary SSP to the Port and District for review and comment.
 - g) Perform Quality Control Review: Perform in-house QA/QC review of the SSP, SWPPP, and O&M manual.
 - h) Finalize Stormwater Reports: Incorporate Port, District, and internal QA/QC review comments and finalize the SSP, SWPPP, and O&M manual for inclusion in the final design and permit submittal to the County.
- 6.4 Prepare Bid-Ready Plans and Specifications for Well Building: Prepare 60-percent plans, technical specifications, and OPCC and submit to the Port and District for review. Develop 90-percent plan sheets, technical specifications, bid documents, and OPCC and submit to the Port and District. Perform QA/QC reviews on 60-percent and 90-percent design documents. Incorporate review comments and prepare bid-ready plans, specifications, and OPCC. This work includes the following:
- a) Prepare 60-Percent Design: Prepare 60-percent construction plans, technical specifications, and an updated OPCC for review by the Port and the District. *The comments developed during the 30-percent design review process will be addressed.* This work includes the following:
 - Prepare structural calculations for the well building. Provide internal QA/QC review of structural calculations. Make recommended updates and additions to calculations per review comments. Prepare and format calculations, with supporting documentation, for the Building Permit application.
 - Prepare site and utility plans to show the major utility appurtenances such as isolation valves, vaults, manholes, catch basins, and lighting.
 - Provide detailed design of the building foundation, walls, and roof.

- Design the piping and mechanical components. Plans will include equipment selection, pipe sizes and materials, thrust restraint, vault sizing, and drainage improvements.
 - Prepare electrical, control, and monitoring design, including the following:
 - (a) Develop design of electrical systems for operating appurtenances. Work is to include designing the lighting system, sizing raceways and conductors, and preparing design details.
 - (b) Develop design of control and monitoring systems. *Equipment will be selected per District standards.*
 - (c) Prepare a one-line diagram and electrical plan, including branch circuit panel detail, and other details typical to this work.
 - (d) Develop criteria and performance requirements for the telemetry system. *The prepared documentation will be provided to the District's telemetry integrator for estimating, designing, and installing a proposed telemetry system at the proposed reservoir.*
 - Develop technical specifications for equipment, materials, and construction tasks. *Specification requirements will be based on design criteria determined during the preliminary design phase, current building codes, and subsequent discussions with the District. Technical specifications will use RH2's facility specifications in a modified CSI format.*
 - Prepare a 60-percent level OPCC. *The 60-percent estimate shall reflect the pay items and estimated quantities as developed at the 60-percent stage of the project.*
 - Provide in-house QA/QC review of the 60-percent plans and specifications. Address comments and distribute 60-percent review documents to the Port and District.
 - Prepare for and attend one (1) 60-percent review meeting with the Port and the District. Prepare and distribute meeting minutes.
- b) Prepare 90-Percent Design: Prepare 90-percent construction plans, technical specifications, front-end non-technical specifications, and an updated OPCC for review by the Port and District. *The comments developed during the 60-percent review process will be addressed.* At the end of the 90-percent project design subtask, final details shall be included in the plans and specifications. This work includes the following:
- Incorporate Port and District comments into the plans and advance the plans to the 90-percent completion level. Site, structural, mechanical, and electrical plans will be revised. Preliminary details will be revised, and outstanding minor details will be developed. *At this point of the design, the submittal is to include all of the plans in the construction contract documents to be ready for permitting.*

- Prepare front-end non-technical specifications. Coordinate with the Port regarding advertising dates, and bid opening date and time.
 - Update technical specifications to include additions and revisions per 60-percent review comments.
 - Prepare 90-percent level OPCC based on information supplied by material vendors and similar projects adjusted for anticipated bidding conditions.
 - Perform 90-percent in-house QA/QC review of plans and specifications. Address comments and distribute 90-percent review documents to the Port and District.
 - Prepare for and attend one (1) 90-percent review meeting with the Port and District. Prepare and distribute meeting minutes.
 - Incorporate 90-percent review comments from the Port and District and prepare the plans and specifications for construction permitting.
- c) Prepare Bid-Ready Plans and Specifications: Incorporate remaining review comments and prepare the plans and specifications for bidding and construction. Prepare final OPCC for the proposed improvements.

Assumptions:

- *A single well facility will be constructed either on the LOJO Property or adjacent to the District's Well No. 5. The building will be CMU block with a wood truss roof and metal roofing.*
- *Runoff treatment will not be required for this project since the building roof will be constructed of non-leachable material and the infrequently used maintenance access roads will not be considered pollution-generating surfaces by definition.*
- *The project will not exceed the thresholds for requiring flow control, thereby creating the need to develop a flow control facility for stormwater discharges in accordance with SWMMEW requirements.*
- *The proposed project will not discharge directly or indirectly into a wetland.*

Provided by the Port and District:

- Procurement of property.
- Permission from property owner(s) to access properties and perform topographic survey.
- Coordination with the property owner(s) for scheduling field investigations.
- Review of draft SSP and a written summary of the review comments.
- Review of 60-percent and 90-percent well building design plans and specifications.
- Electrical service fee.

RH2 Deliverables:

- Topographic surveys.
- SSP, SWPPP, and O&M manual, including two (2) hard copies.
- Structural calculations.
- 60-percent design plans, including two (2) full-size and four (4) half-size hard copies.
- Preliminary OPCC based on 60-percent design, including two (2) hard copies.
- 60-percent review meeting minutes.
- 90-percent design plans and construction contract documents, including front-end specifications and technical specifications, including two (2) full-size and four (4) half-size hard copies.
- Preliminary OPCC based on 90-percent design, including two (2) hard copies.
- 90-percent review meeting minutes.
- Electronic versions of the complete construction contract bidding, including bid-ready front-end documents, technical specifications, plans, standard drawings, and cost estimate.
- Two (2) half size hard copies of the complete construction contract bidding documents.

Task 7 – Land Use and Construction Permitting

Objective: Assist the Port with preparation of the permits and design review coordination by outside agencies.

Approach:

- 7.1 Attend County Pre-Application Meeting: Prepare County Pre-Application Meeting request and attend Pre-Application Meeting.
- 7.2 Prepare County Conditional Use Permit Application: Prepare County Conditional Use Permit exhibits and application based on plans and information generated in other tasks. Attend hearing.
- 7.3 Prepare County Building Permit Applications: Prepare County Building Permit applications for the reservoir and well building, and prepare supporting documentation as requested by the County. Edit and resubmit one (1) time based on Building Department comments.
- 7.4 Prepare and Submit a Construction Stormwater Permit Application: Prepare a Construction Stormwater General Permit application. *Permit will be transferred to the construction contractor after award of contract.*
- 7.5 Coordinate a Cultural Resources Survey: Coordinate with an archaeologist for cultural resource survey of the reservoir site, if required.

Assumptions:

- *It is assumed all permit fees will be paid directly by the Port.*
- *The SEPA process used for the Project Report will suffice for future approvals.*
- *It is assumed the Port will pay for the archaeologist to provide a cultural resources survey.*
- *Construction permits normally procured during construction will be applied for by others. These may include Street (or ROW) use, electrical, grading, etc.*

RH2 Deliverables:

- Pre-Application Meeting request and attendance at meeting.
- Conditional Use Permit exhibits and application, including two (2) hard copies.
- Building Permit application and supporting documentation, including two (2) hard copies.
- Construction Stormwater General Permit application, including two (2) hard copies.

Task 8 – Services During Bidding

Objective: Provide engineering services during the bidding phase of the project to secure qualified contractors to construct the projects.

Approach:

- 8.1 Develop and Distribute Bid Package: Develop and submit the bid package to the online center (i.e., QuestCDN) and coordinate the advertisement for bids with the Port.
- 8.2 Respond to Bidder Questions and Prepare Addenda: Respond to questions from bidders regarding construction plans, technical specifications, or construction contract conditions during the bidding process. Prepare addenda for plan holders if determined necessary by the Port and RH2 during the bidding process.
- 8.3 Assist with Bid Opening and Bidder Evaluation: Review bid proposals, including subcontractors, suppliers, and others proposed by the prime contractor if required by the bidding documents. Develop bid tabulation and provide a letter of recommendation for award.
- 8.4 Create Conformed Documents: Incorporate addenda into plans and specifications to prepare a set of conformed for construction documents.

Assumptions:

- *It is assumed that the water main improvements, source well, and reservoir will each be bid as separate packages at different times. The Approach items listed above apply to each separate bid package.*
- *It is assumed that the Port will pay bid advertisement fees directly, and an online plan center (e.g., QuestCDN) will be used to distribute the bid documents.*
- *It is assumed that up to four (4) addenda per each project may be needed.*

- *It is assumed hard copies will not be generated for bidders.*
- *The Port will handle the bid openings and construction contract execution. RH2 will attend the bid openings.*

RH2 Deliverables:

- Electronic versions of the compiled bid documents.
- Assistance with up to four (4) addenda, as needed.
- Bid tabulation and letter of recommendation for award for each bid package.
- Conformed for construction documents, including six (6) full-size and six (6) half-size hard copies of the plans and six (6) hard copies of the specifications for each bid package.

Task 9 – Services During Construction

Objective: Provide construction contract administration services during construction to support the Port. As the engineer of record, provide periodic observation of the construction to review whether those elements of construction that are observed by RH2 conform to the project plans and specifications.

Approach:

- 9.1 Attend Pre-Construction Conferences: Prepare for and attend the pre-construction conferences with the contractor, Port, District, special inspector, and other project stakeholders. Prepare an agenda and meeting minutes for each pre-construction conference.
- 9.2 Review Submittals: Review contractor-provided submittals, shop drawings, and field testing per the project documents. Coordinate with the Port and District regarding substitute and “or-equal” items proposed for use by the contractor.
- 9.3 Review Clarifications and Change Orders: Review written requests for information (RFIs) and change order proposals and provide written responses to the Port.
- 9.4 Provide Construction Contract Administration Support Services: Assist Port staff throughout construction by providing ongoing coordination and construction contract administration support services, including project and document management, review and recommendation of contractor pay requests, regular communications and coordination between RH2 and Port/contractor staff during construction, and identifying upcoming technical issues/needs.
- 9.5 Perform Periodic Field Observations and Construction Meetings for Reservoir and Well Building: Provide observation of the construction work in progress per the plans, specifications, and District Standards. Meet with the Port and contractor regularly to review the contractor’s progress. *RH2 is not responsible for site safety or for directing the contractor in their work.*
- 9.6 Perform Full-Time Field Observations and Construction Meetings for Water Mains: Provide observation of the construction work in progress per the plans, specifications, and District Standards. Meet with the Port and contractor regularly to review the contractor’s progress. *RH2 is not responsible for site safety or for directing the contractor in their work.*

9.7 Prepare Record Drawings and Project Closeout: Provide record drawings representative of the as-constructed projects. Prepare DOH Construction Completion Report forms. Assist the Port with project closeout services, including production of a punch list and review of punch list completion. Prepare recommendation for project acceptance. *Record drawings will be completed based upon contractor and inspector redlined markups to as-bid drawings. Special inspections completed by the contractor will be included as necessary.*

Assumptions:

- *It is assumed that the water main improvements, source well, and reservoir will be constructed under separate contracts. The approach items listed above apply to each separate construction contract.*
- *The Port will retain, and the contractor will coordinate with, testing firm(s) for all special inspections.*
- *It is assumed that construction observation will include approximately 1,600 hours over the duration of construction.*
- *Submittal review is assumed to be one hundred (100) submittals with two (2) resubmittals, including the project schedule and schedule updates.*
- *The contractor will be responsible for providing construction survey and staking for field control and as-built surveying for use in preparing record drawings.*
- *The contractor will coordinate with the District for testing, system shutdowns, and connections.*
- *Construction phase services defined in this Task are variable in nature and depend in part on the contractors awarded the projects. RH2's estimate is based upon experienced and reasonable contractors being awarded the construction contracts. RH2 recommends the Port budget the amount shown in the Fee Estimate plus a contingency amount. The contingency would cover additional services if a more intensive level of observation and construction support is necessary.*

RH2 Deliverables:

- Pre-construction conference administration and documentation, including pre-construction conference meeting agendas and minutes.
- Submittal and shop drawings reviews and documentation.
- RFIs and change order reviews and documentation.
- Pay request reviews and documentation.
- Weekly construction meeting attendance. Prepare minutes if applicable.

- Construction observation and correspondence with the District, Port, and contractor, as needed, within the budgeted hours authorized. Construction observation reports from site visits to be provided to the Port at project completion unless requested earlier.
- Review and recommendation of contractor requests for payment.
- Punch list following final walkthrough.
- Letters of substantial completion, physical completion, and recommending project acceptance.
- Record drawings.

Task 10 – Management Reserve (As Directed Task)

Objective: Perform additional work as directed by the Port that is not specifically identified in other tasks.

Approach:

10.1 Management Reserve: Perform additional work as directed by the Port. A budget of \$250,000 has been included in the attached Exhibit A, Fee Estimate.

Project Schedule

Project schedule is preliminary based on the understanding of the work at this time.

- The Port provides RH2 a notice to proceed on June 1, 2022.
- Geotechnical and hydrogeological work completion anticipated by February 2023.
- Project Report completion anticipated by March 2023.
- Watermain surveying anticipated by November 2022.
- Watermain construction May 2023 to December 2024.
- Reservoir and groundwater facility construction completed by June 2025.

Fee for Services

The fee for services shall be on a time and expense basis and shall not exceed \$2,106,185 as shown on attached Exhibit A, Fee Estimate using RH2's current Schedule of Rates and Charges, adjusted annually, shown on Exhibit B without prior written authorization of the Chelan Douglas Regional Port Authority.

RH2 Engineering, Inc.

Chelan Douglas Regional Port Authority



Signature

Signature

Paul R. Cross, Executive Vice President

Print Name/Title

Print Name/Title

4/6/2022

Date

Date

ORIGINAL

EXHIBIT A

Fee Estimate

Task Authorization No. 17

Chelan Douglas Regional Port Authority

General Engineering Services

Local Water System Improvements to LOJO Property

Apr-22

Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification					
GENERAL PROJECT TASKS					
Task 1 Project Management	236	\$ 54,034	\$ -	\$ 163	\$ 54,197
Task 2 Preliminary Engineering and Reporting	470	\$ 98,356	\$ 28,750	\$ 2,842	\$ 129,948
Task 3 Groundwater Source Evaluation and Development	137	\$ 29,327	\$ -	\$ 190	\$ 29,517
Task 4 Design Water Main Improvements	1185	\$ 224,099	\$ 69,000	\$ 21,483	\$ 314,582
Task 5a Design Water Storage Reservoir (Preliminary Design - Tasks 5.1-5.3)	770	\$ 158,632	\$ 23,000	\$ 8,718	\$ 190,350
Task 5b Design Water Storage Reservoir (Final Design - Task 5.4)	1080	\$ 217,160	\$ -	\$ 12,041	\$ 229,201
Task 6 Design Groundwater Supply Facility	957	\$ 192,192	\$ 11,500	\$ 11,456	\$ 215,148
Task 7 Land Use and Construction Permitting	249	\$ 51,164	\$ -	\$ 2,086	\$ 53,250
Task 8 Services During Bidding	224	\$ 43,716	\$ -	\$ 13,740	\$ 57,456
Task 9 Services During Construction	2869	\$ 571,510	\$ -	\$ 10,927	\$ 582,537
Subtotal	8177	\$ 1,640,290	\$ 132,250	\$ 83,645	\$ 1,856,185
Task 10 Management Reserve (As Directed Task)	1225	\$ 247,450	\$ -	\$ 2,550	\$ 250,000
PROJECT TOTAL	9402	\$ 1,887,740	\$ 132,250	\$ 86,195	\$ 2,106,185

ORIGINAL

EXHIBIT B		
RH2 ENGINEERING, INC.		
2022 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$153	\$/hr
Professional II	\$166	\$/hr
Professional III	\$182	\$/hr
Professional IV	\$198	\$/hr
Professional V	\$210	\$/hr
Professional VI	\$227	\$/hr
Professional VII	\$241	\$/hr
Professional VIII	\$252	\$/hr
Professional IX	\$252	\$/hr
Control Specialist I	\$138	\$/hr
Control Specialist II	\$149	\$/hr
Control Specialist III	\$164	\$/hr
Control Specialist IV	\$180	\$/hr
Control Specialist V	\$190	\$/hr
Control Specialist VI	\$205	\$/hr
Control Specialist VII	\$218	\$/hr
Control Specialist VIII	\$229	\$/hr
Technician I	\$114	\$/hr
Technician II	\$126	\$/hr
Technician III	\$144	\$/hr
Technician IV	\$155	\$/hr
Technician V	\$168	\$/hr
Technician VI	\$184	\$/hr
Technician VII	\$200	\$/hr
Technician VIII	\$209	\$/hr
Administrative I	\$76	\$/hr
Administrative II	\$89	\$/hr
Administrative III	\$105	\$/hr
Administrative IV	\$126	\$/hr
Administrative V	\$147	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	0.00%	% of Direct Labor
Mileage	\$0.585	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

EXHIBIT A REV. 1**Fee Estimate****Task Authorization No. 17****Chelan Douglas Regional Port Authority****General Engineering Services****Local Water System Improvements to LOJO Property****2/23/2023**

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
GENERAL PROJECT TASKS						
Phase 1a						
Task 1	Project Management	236.0	\$ 54,034	\$ -	\$ 163	\$ 54,197
Task 2	Preliminary Engineering and Reporting	470.0	\$ 98,356	\$ 28,750	\$ 2,842	\$ 129,948
Task 3	Groundwater Source Evaluation and Development	137.0	\$ 29,327	\$ -	\$ 190	\$ 29,517
Task 4	Design Water Main Improvements	1185.0	\$ 224,099	\$ 69,000	\$ 21,483	\$ 314,582
Task 5a	Design Water Storage Reservoir (Preliminary Design - Tasks 5.1-5.3)	770.0	\$ 158,632	\$ 23,000	\$ 8,718	\$ 190,350
Subtotal Phase 1a		2798.0	\$ 669,448	\$ 690,983	\$ 33,396	\$ 718,594
Phase 1b						
Task 8a	Services During Bidding (50% phase 1)	112.0	\$ 21,858	\$ -	\$ 6,870	\$ 28,728
Task 9a	Services During Construction (50% phase 1)	1434.5	\$ 285,805	\$ -	\$ 5,463	\$ 291,268
Subtotal Phase 1b		1546.5	\$ 307,663	\$ 314,448	\$ 12,333	\$ 319,996
Subtotal Phase 1		4344.5	\$ 872,111	\$ 120,750	\$ 45,730	\$ 1,038,591
Phase 2						
Task 5b	Design Water Storage Reservoir (Final Design - Task 5.4)	1080.0	\$ 217,160	\$ -	\$ 12,041	\$ 229,201
Task 6	Design Groundwater Supply Facility	957.0	\$ 192,192	\$ 11,500	\$ 11,456	\$ 215,148
Task 7	Land Use and Construction Permitting	249.0	\$ 51,164	\$ -	\$ 2,086	\$ 53,250
Task 8b	Services During Bidding (50% phase 2)	112.0	\$ 21,858	\$ -	\$ 6,870	\$ 28,728
Task 9b	Services During Construction (50% phase 2)	1434.5	\$ 285,805	\$ -	\$ 5,463	\$ 291,268
Task 10	Management Reserve (As Directed Task)	1225.0	\$ 247,450	\$ -	\$ 2,550	\$ 250,000
Subtotal Phase 2		5057.5	\$ 1,015,629	\$ 11,500	\$ 40,466	\$ 1,067,595
PROJECT TOTAL		9402.0	\$ 1,887,740	\$ 132,250	\$ 86,195	\$ 2,106,185

Memo

To: Board of Directors

From:  Jim Kuntz

Date: February 23rd, 2023

Re: Purchase and Sale Agreement – John and Patsy Ford Property

Purpose: Installation of a water reservoir and associated piping for Malaga Water District – in support of the Microsoft Data Center Project.

Please find attached a Purchase and Sale Agreement for your review. Peter Fraley was instrumental in drafting this agreement.

Staff will review in greater detail at Tuesday's meeting.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement"), made this date, is by and between the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation ("Purchaser"), or its assigns, and JOHN L. FORD III and PATSY L. FORD, husband and wife ("Seller"). Individually the Purchaser and Seller may be referred to herein as a "Party" or collectively as the "Parties."

RECITAL: The Purchaser has been evaluating locations for the installation of a reservoir and associated piping and water system infrastructure to be ultimately owned by the Malaga Water District. The Property, as described below, is one of the locations identified by Purchaser. If the Purchaser elects to proceed with closing, the Parties agree that this Agreement is in lieu of condemnation.

1. Agreement/Property. On the terms and conditions set forth herein, Seller agrees to sell and Purchaser agrees to purchase Seller's interest in real property located in the county of Chelan, state of Washington and more particularly described as follows (the "Property"):

A portion of Parcels C and E, Boundary Line Adjustment No. 2021-331 recorded October 25, 2021, under Auditor's File No. 2555475, records of Chelan County, Washington, as generally depicted on attached Exhibit "A", which is incorporated herein by this reference.

The final configuration and legal descriptions of the Property shall be determined during the feasibility period set forth below in Section 9.

Assessor's Parcel Nos. 222132700070 and 222132700050

Excluded from the transaction are any water rights appurtenant to the Property to be acquired by the Purchaser. All water rights shall be retained by the Seller.

2. Earnest Money. Purchaser shall pay to CW Title Services, Inc. (Wenatchee office) earnest money in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), within five (5) business days of the effective date of this Agreement. This Agreement and the earnest money are subject to the following terms and conditions:

2.1 The Parties agree that \$10,000 of the earnest money is non-refundable and shall be released by CW Title Services to Seller within thirty (30) days of the effective date of this Agreement, except, however, that should this Agreement terminate as a result of a default by the Seller, then the entire amount of earnest money shall be refundable.

2.2 The Parties further agree that the entire amount of the original earnest money deposit (\$25,000) shall become non-refundable and the remaining \$15,000 of the original earnest

money deposit shall be released by CW Title Services to Seller upon the Purchaser notifying CW Title Services, in writing or email, of the waiver of the contingencies set forth in Sections 9.1, 9.2, 9.3, and 9.4 (regarding confirmation of pipeline route), below, except, however, that should this Agreement terminate as a result of a default by the Seller, then the entire amount of earnest money shall be refundable.

2.3 The Purchaser shall deposit additional non-refundable earnest money as follows: (a) sixty (60) days following the satisfaction of the contingencies set forth in Sections 9.1, 9.2, 9.3, and 9.4 (the "Additional EM Date"), the Purchaser shall deposit an additional \$10,000 as non-refundable earnest money; and (b) every sixty (60) day period following the Additional EM Date, the Purchaser shall deposit an additional \$10,000 as non-refundable earnest money until closing or termination of this Agreement except, however, that should this Agreement terminate as a result of a default by the Seller, then the entire amount of earnest money deposited by Purchaser shall be refundable.. If this Agreement is terminated by Purchaser, then the additional earnest money described in this Section 2.3 shall be released by CW Title Services to the Seller upon receipt of written confirmation of the termination.

2.4 All earnest money deposited as set forth above shall be in the form of a check made payable to CW Title and Escrow and credited to the purchase price at Closing, as defined herein. In the event the additional earnest money set forth in Section 2.3, above, does not timely occur, then this Agreement shall terminate and be of no further force or effect between the Parties.

3. Purchase Price. The total purchase price for the Property shall be payable in cash at Closing, as defined herein, and computed as follows:

3.1 For the Property (that portion of Parcels C and E described above, subject to Section 9, below), the purchase price shall be calculated based on the number of acres times Sixty-Five Thousand Dollars (\$65,000.00).

4. Deed. At Closing, the Seller shall sign, execute, and deliver a Statutory Warranty Deed for the Property and Easement to Purchaser and/or Closing agent, subject to those matters set forth in Section 5, below.

5. Title.

5.1 The following shall not be considered encumbrances or defects of title (hereafter "Permitted Exceptions"):

5.1.1 Rights reserved in federal patents or state deeds.

5.1.2 Existing easements, conditions, restrictions, covenants, and matters of record not materially impacting Purchaser's intended use of the Property for water system storage, utilities and improvements.

5.1.3 General real estate taxes, special assessment, or other levies assessed against the Property not due and payable.

5.1.4 Seller shall make available to Purchaser a preliminary commitment for title insurance ("Title Commitment") issued by CW Title and Escrow. Purchaser shall give written notice to Seller within sixty (60) calendar days of Purchaser's actual receipt of the Title Commitment of any defects or encumbrances, other than Permitted Exceptions specified in Section 5, in Seller's title to which Purchaser objects (the "Objection"). Seller shall exercise reasonable, good faith to attempt to remove matters to which an objection is made. If Seller is unable to cure the defects objected to by Purchaser within twenty (20) calendar days after receipt of the Objection, unless the time is extended in writing, then Purchaser may elect, as its exclusive remedy, either to waive such defects, or to terminate this Agreement and receive a refund of the earnest money.

5.1.5 Seller shall deliver to Purchaser at or within a reasonable period following Closing, a standard owner's policy of title insurance (the "Title Policy") containing no exceptions other than the customary form printed exceptions ("Standard Exceptions"), the exceptions in Section 5 (Permitted Exceptions), the exceptions listed in the Title Commitment that Purchaser has accepted pursuant to Section 5.1.4, if any ("Accepted Exceptions"). Seller shall pay the cost of the Title Policy at Closing.

5.1.6 If this transaction does not close, and this Agreement is terminated, the Purchaser shall be responsible for the cancellation or other fee associated with the Title Commitment.

6. Representations of Seller. Effective as of the date of this Agreement and as of the date of Closing, Seller represents, and warrants to Purchaser, as follows:

6.1 Seller owns good and indefeasible fee simple title to the Property and there are no adverse or other parties in possession of the Property.

6.2 There are no pending or threatened actions, suits, arbitrations, claims, investigations or legal, administrative or other proceedings (a) with respect to or in any manner affecting the Property, including any condemnation action, proceeding to impose an assessment district, zoning change proceeding or development moratorium; or (b) to which Seller is or may be a party by reason of Seller's ownership, use, or operation of the Property.

6.3 There are no leases, subleases, rental agreements, licenses or other agreements for the lease or occupancy of any portion of the Property.

6.4 Seller is not a party to any agreements with respect to the ownership, operation, maintenance or repair of the Property that would encumber the Property or bind Purchaser after Closing.

6.5 Seller has not received any written notices from any governmental authority with respect to any violation or alleged violation of any Law relating to the use, condition or operation of the Property, which violation remains uncured.

6.6 Seller has not initiated and is not a party to any appeals of the valuation of the Property for tax purposes or the taxes payable with respect to the Property, and there are no pending disputes with respect to taxes on the Property.

6.7 No bankruptcy, insolvency, rearrangement or similar action involving Seller, whether voluntary or involuntary, is pending or threatened against Seller in writing by a third party.

6.8 Seller has not used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property or transported to or from the Property, any Hazardous Material in violation of state and federal laws and regulations nor, has Seller allowed any other person or entity to do so; that no Hazardous Materials have been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property in violation of Law nor transported to or from the Property in violation of Law by any entity or person or from any source; except as follows: legacy pesticides and similar products associated with the historical orchard-related activities on the property likely exist.

6.9 (i) the Property has not been used as a landfill, waste storage or disposal site, nor have any chemicals, petroleum products, or toxic, hazardous or dangerous wastes or substances been released on or under the Property, (ii) nor is the ground water system under the Property contaminated by any such substance, (iii) there are no underground storage tanks located on the Property. and (iv) no spill, release, discharge or disposal of hazardous or toxic substances has occurred on the Property; except as follows: a historical "burn pit" is located on the Property.

6.10 Seller is not in default under any easements, covenants, conditions, restrictions, declarations or other encumbrances on title to the Property.

6.11 There are no material defects to the Property and there are no agreements, laws, restrictions or conditions that would prevent the use of the Property for Purchaser's intended use.

7. Disclosure Statement. Seller shall provide Purchaser a complete and signed disclosure statement as required by Chapter 64.06 RCW within ten (10) calendar days of the effective date of this Agreement.

8. Modification/Waivers. To be effective and binding upon the Parties hereto, all modifications or waivers of any condition of this Agreement shall be in writing and signed by the Parties.

9. Contingencies. The following matters must be resolved to Purchaser's satisfaction prior to proceeding with Closing:

9.1 Feasibility. Purchaser shall have ninety (90) calendar days from the Effective Date to review the feasibility of purchasing the Property and to conduct whatever inspections and investigations the Purchaser deems appropriate, including but not limited to soil and geotechnical studies (test pits and trenches) and hydraulic studies to determine the suitability of the Property

for the location of a reservoir/tank ("Review Period"). The Purchaser shall have the right to extend the Review Period by an additional ninety (90) days by delivering written notice of the extension to Seller during the initial ninety (90) day period. The Purchaser shall have the right to enter the Property to conduct inspections and investigation, provided that Purchaser shall be solely responsible for restoring the Property to the condition that approximately and reasonably existed prior to said entry. The Purchaser shall be responsible for any and all damage caused to the Property arising from or related to said inspection and investigation by Purchaser, or its agents. If the Purchaser has not provided Seller written notice waiving this contingency by the end of the Review Period (as may be extended), then this Agreement shall terminate and be of no further force or effect, and the earnest money shall be refunded to Purchaser.

9.2 Property Configuration and Creation. If the Purchaser has waived the feasibility contingency set forth in Section 9.1, above, in writing (the "Waiver"), then within thirty (30) calendar days following delivery of the Waiver to Purchaser, the Parties shall meet and attempt to agree on (i) the final configuration of the Property, (ii) the matters set forth in Section 9.7, below (regarding post-closing commitments), and (iii) a shared access and utility easement agreement over the Property for the benefit of the Parties and their successors and assigns (altogether the "Site Contingencies"). The Purchaser shall have the right to extend the initial 30-day period for an additional thirty (30) days by delivering written notice of the extension to Seller during the initial 30-day period. If the Parties reach agreement, then the agreements and depictions addressing the Site Contingencies, shall be attached as an exhibit to an Addendum to this Agreement, signed by the Parties (which will replace Exhibit "A" to this Agreement). If an Addendum to this Agreement is not entered within said thirty (30) day period (as may be extended), then this Agreement shall terminate and be of no further force or effect, and the earnest money shall be refunded to Purchaser. If the Parties timely enter an Addendum to this Agreement as set forth in this Section 9.2, then the Purchaser shall have an additional thirty (30) days to confirm, to Purchaser's satisfaction, that the Property will be recognized as a separate legal lot of record as a result of this Agreement being entered by the Parties in lieu of condemnation pursuant to a Certificate of Exemption (Chelan County Code Chapter 12.14). If the Purchaser is unable to confirm, to its satisfaction, the Property will be separate legal lot of record within said thirty (30) day period (by delivering written notice thereof to Seller), then this Agreement shall terminate and be of no further force or effect, and the earnest money shall be refunded to Purchaser.

9.2.1 It is the anticipation of the parties that the Property will have a configuration similar to the diagrams attached hereto as Exhibit A-Option 1 and Exhibit A-Option 2. Option 1 depicts a smaller configuration of the Property where the goal is to create a lot to the west of the Property that the Seller will continue to own, however, this will require County approval. If the Seller provides written notice to Purchaser that Option 1 is the preferred outcome during the feasibility period in Section 9.1, then the Purchaser shall pursue this option and Seller agrees to cooperate in pursuit thereof. The Parties understand and acknowledge that if Option 1 is pursued, then the permits and approvals necessary to do so will be part of the permitting contingencies described in Section 9.5, below.

9.3 Confirmation of Access and use of Wallace Road. Within sixty (60) calendar days following delivery of the Waiver, the Purchaser shall have an opportunity to determine to its satisfaction that Wallace Road provides legal access to the Property. If the Purchaser is unable to confirm to its satisfaction that Wallace Road provides legal access within said sixty (60) day period (by providing Seller written notice thereof), then this Agreement shall terminate and be of no further force or effect, and the earnest money shall be refunded to Purchaser.

9.4 Confirmation of Pipeline Route. Within ninety (90) calendar days following delivery of the Waiver, the Purchaser shall have an opportunity to determine to its satisfaction that a utility corridor to the Easement and to the Property is feasible, including obtaining all easement and property interests necessary to install the utilities necessary to utilize the reservoir to be construction on the Property after Closing (including a pipeline route to integrate the proposed new reservoir on the Property with the overall water system for the Malaga Water District). If the Purchaser is unable to determine, identify and obtain all property interests for the benefit of the reservoir planned for the Property within said 90-day period (by providing Seller written notice thereof), then this Agreement shall terminate and be of no further force or effect, and the earnest money shall be refunded to Purchaser.

9.5 Permits. Closing of this transaction is contingent upon the Purchaser or the Malaga Water District obtaining all permits and approvals and entering all agreements necessary to proceed with the water system improvements on the Property (i.e. conditional use permits, certificate of exemptions, right of way permits, development agreements with County, and the like). If the permits and/or agreements are not timely obtained to Purchaser's satisfaction (on or before the closing date), then this Agreement shall terminate and be of no further force or effect, and the earnest money shall be refunded to Purchaser; provided however that if the permits and approvals are being processed with due diligence and the Purchaser desires to continue pursuit of the permits and approvals, the Purchaser may extend closing for consecutive 60 day periods by delivering written notice of the extension to Seller, until the Purchaser either obtains the necessary permits and approvals, or elects to terminate the transaction. Seller agrees to cooperate in obtaining all such permits and approvals and to sign all documents, applications and agreements reasonably related thereto.

9.6 Assignment to Malaga Water District. Closing of this transaction is expressly contingent upon this Agreement (and all related permits, approvals, agreements, and the like being assigned to the Malaga Water District, at or before closing. If the Malaga Water District does not accept said assignment, then this Agreement shall terminate and be of no further force or effect, and the earnest money shall be refunded to Purchaser, subject to Section 2.

9.7 Post-Closing Commitments. As a material part of the consideration for this transaction, and as part of the construction activities that will occur after closing to construct the reservoir and access road on the Property, the Purchaser (or the Malaga Water District), agree to the following:

9.7.1 The access road shall be constructed within the Property as access to the reservoir shall meet the Private Road Emergency Vehicle Access Road standards of the Chelan

County Code (CCC 15.30.220(2)(B)(iv)). The access road shall be subject to a shared access road and utility easement agreement to be negotiated and approved as set forth in Section 9.2, above.

9.7.2 If the additional lot is created as depicted on Exhibit A-Option 1, then as part of the construction of the access road, the Purchaser will install conduit for electrical service and a water stub for said lot at the locations to be agreed upon during the process set forth in Section 9.2, above (Seller will be responsible for connection, meter fees, running electrical service and all other costs normally and customarily imposed for water and electrical connections and service). If the additional lot is not created (i.e. Exhibit A-Option 2 is selected) then this commitment shall not apply;

9.7.3 If the pipeline from the reservoir is installed within Wallace Road along or near the northern boundary of Lots A, B, D and E of Boundary Line Adjustment No. 2021-331 recorded October 25, 2021, under Auditor's File No. 2555475, records of Chelan County, Washington that are currently owned by the Seller, then Purchaser shall provide a water stub for each lot at the locations to be agreed upon during the process set forth in Section 9.2, above (Seller will be responsible for connection, meter fees, and all other costs normally and customarily imposed for water connections and service). If the pipeline is installed to the northwest and not within Wallace Road, then this commitment shall not apply.

9.7.4 As part of the construction of the access road on the Property, access to Lot E shall be preserved and identified on preliminary plans developed as part of the property configuration stage in Section 9.2. The Parties agree that Wallace Road shall not be improved, except as may be required to comply with Chelan County requirements to restore the road surface associated with pipeline and associated utility infrastructure within the right of way for Wallace Road.

9.7.5 The reservoir shall be fenced and secured to inhibit trespassing on the reservoir site. A security gate shall be installed on the access road to the reservoir at a location to be agreed upon as part of the property configuration stage in Section 9.2. Screening berms or other means to screen the reservoir shall also be identified and agreed upon as part of the property configuration stage in Section 9.2. Further, in addition to the purchase price, the Purchaser will pay the Seller the sum of \$15,000 at Closing to defer the costs of screening mitigation (e.g. landscaping, trees, etc.) on the Seller's adjacent property, which Seller is not required to complete.

10. Default. Time is of the essence of this Agreement. If the Seller defaults (that is, fails to perform the acts required of it) in its contractual performance herein, the earnest money, without deduction or off-set, the Purchaser may pursue damages and bring suit for specific performance of this Agreement. If the Purchaser defaults, the earnest money, shall be forfeited and paid to Seller as Seller's sole and exclusive remedy.

11. Time for Closing - Responsibilities of Parties – Costs. The Closing of this transaction shall occur at CW Title and Escrow upon the satisfaction of all contingencies, but, in no event,

later than October 31, 2023, as may be extended as set forth in Section 9.5 (provided, however, that closing shall be extended, as reasonably necessary, to allow Seller to complete the harvest of the 2023 crop on the Property). The Purchaser and Seller shall deposit with CW Title and Escrow all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. The Parties shall pay their own attorney's fees. Seller will pay for the cost of document preparation fees it incurs, real estate excise tax, title insurance, one-half of the closing agent fee, and the costs of any attorney fees it incurs associated with this transaction. Purchaser shall pay for the document preparation fees it incurs, recording fees, one-half of the closing agent fee, and the costs of any attorney fees it incurs. Real property taxes shall be prorated as of Closing. Other items shall be paid according to the practice in Chelan County, Washington.

12. Date of Closing. For purposes of this agreement, the "date of Closing" or "Closing" shall be construed as the date upon which all appropriate documents are recorded and the proceeds of this sale are available for disbursement to Seller.

13. Possession. Seller shall deliver possession to Purchaser on Closing.

14. Independent Counsel. Seller acknowledges, understands and agrees that Purchaser is represented by Ogden Murphy Wallace, P.L.L.C. and Seller has been advised to seek independent counsel for legal advice and review of all documents in this transaction.

15. Brokerage Fees. If the Seller has retained a broker to assist in this transaction, then Seller shall be solely responsible for any fees, commissions, or other amounts owed to the broker. Seller agrees to indemnify and hold the Purchaser, its agents, representatives, and advisors harmless from any claims or any such fees or commissions and all costs and expenses for defending any alleged claim therefor (including costs and attorney's fees on appeal, if any) arising out of the acts of the Seller, its agents or employees.

16. Risk of Loss. If prior to Closing, improvements on the Property shall be destroyed or materially damaged by fire or other casualty, this Agreement, at option of Purchaser, shall become null and void. If Purchaser elects to continue, all insurance proceeds, if any, shall be payable to Purchaser.

17. Notices. Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the Party received the notice. Notices shall be mailed or delivered as follows:

TO PURCHASER:

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

TO SELLER:

John Ford III and Patsy Ford

3151 Wallace Rd
Wallace Rd. MALAGA, WA 99024

18. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Chelan County, Washington.

19. Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the Parties.

20. Encumbrance During Interim. Seller may not financially encumber the Property prior to Closing, unless the encumbrance is discharged or satisfied at Closing.

21. Indemnity. Seller agrees to defend (with counsel approved by Purchaser), fully indemnify and hold entirely free and harmless Purchaser from and against all claims, judgments, damages, penalties, fines, costs, liability or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) that are imposed on, paid by or asserted against the Purchaser or its successors or assigns, by reason or on account of or in connection with, or arising out of (i) the presence or suspected presence of Hazardous Material (as defined by any state or federal law or regulation) in the soil, groundwater or soil vapor on or about the Property, or (ii) the migration of any Hazardous Material from or onto the Property, or (iii) the violation of any environmental law, that existed as of or prior to the Closing.

22. Survival. Except for Sections 6 and 21, which shall survive Closing as binding commitments of the Parties, the terms and conditions of this Agreement shall not survive Closing and shall merge with the recordation of the Statutory Warranty Deed.

23. Attorney's Fees. If any suit or proceeding is instituted by the Seller or the Purchaser arising from or related to this Agreement, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, each Party shall be responsible for its own attorney fees and costs incurred.

24. Counterparts. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties. The electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original. At the request of either party, or the Escrow Agent, the parties will confirm electronically transmitted signatures by signing an original document.

25. **Corporate Authority; Binding Signatures.** Each of the individuals executing this Agreement on behalf of Purchaser or Seller warrant that they are an authorized signatory of the entity for which they are signing, and have sufficient authority to execute this Agreement.

26. **General Provisions.** Time is of the essence. There are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between Seller and Purchaser. Any and all modifications of this Agreement must be in writing and signed by both Parties in order to be binding on the Parties. Purchaser may freely assign this Agreement, without restriction. Seller acknowledges and agrees that this Agreement may be assigned to the Malaga Water District at or before Closing, without restriction or condition. The "effective date of this Agreement" shall mean the date of the last signature set forth below.

DATED: _____ DATED: 2/15/23

PURCHASER: _____ SELLER: _____

PORT OF CHELAN COUNTY

By: _____
James M. Kuntz, Executive Director

John L. (R. de) Ford III
John L. Ford III

Patsy L. Ford
Patsy L. Ford

EXHIBIT A
Option 1

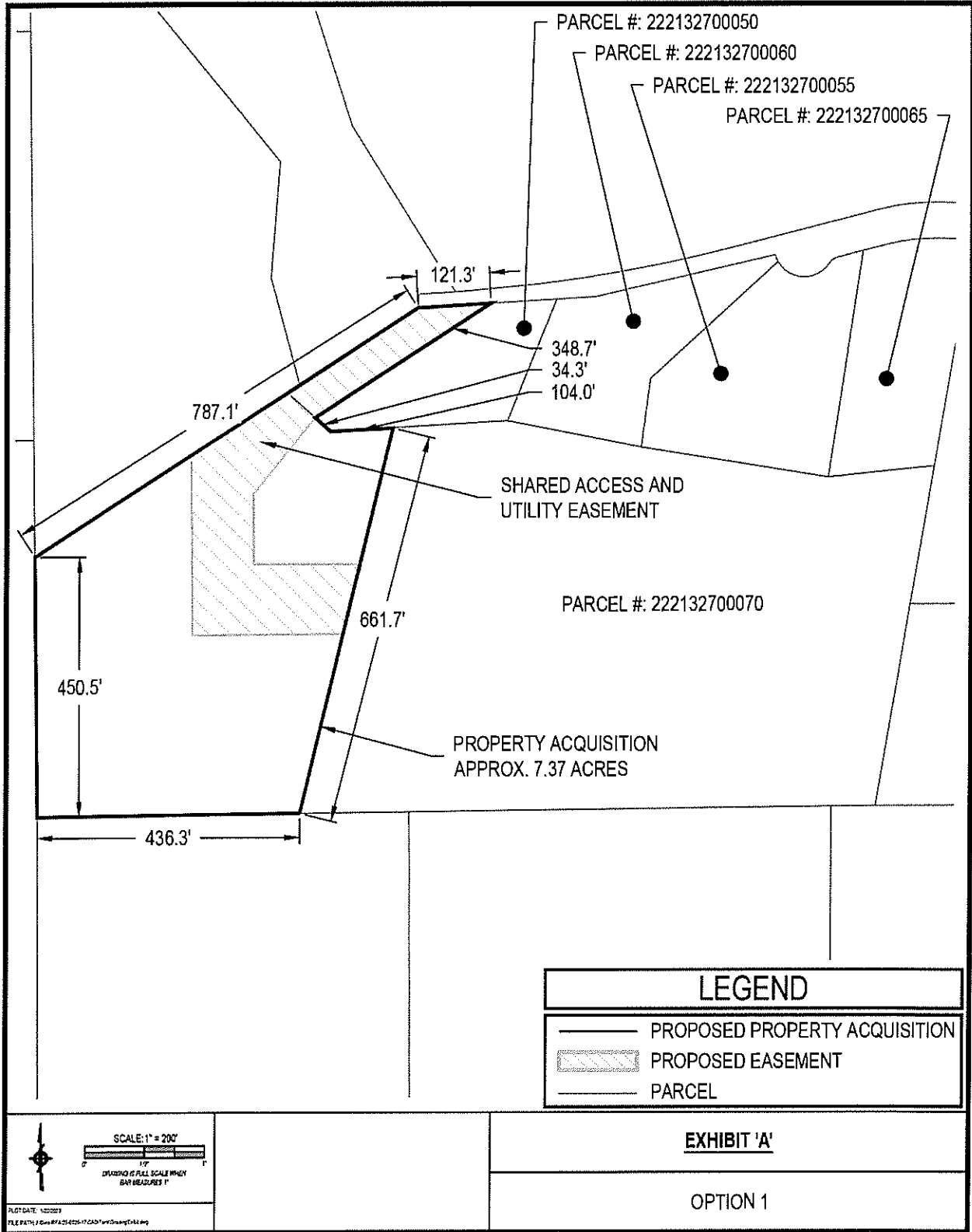
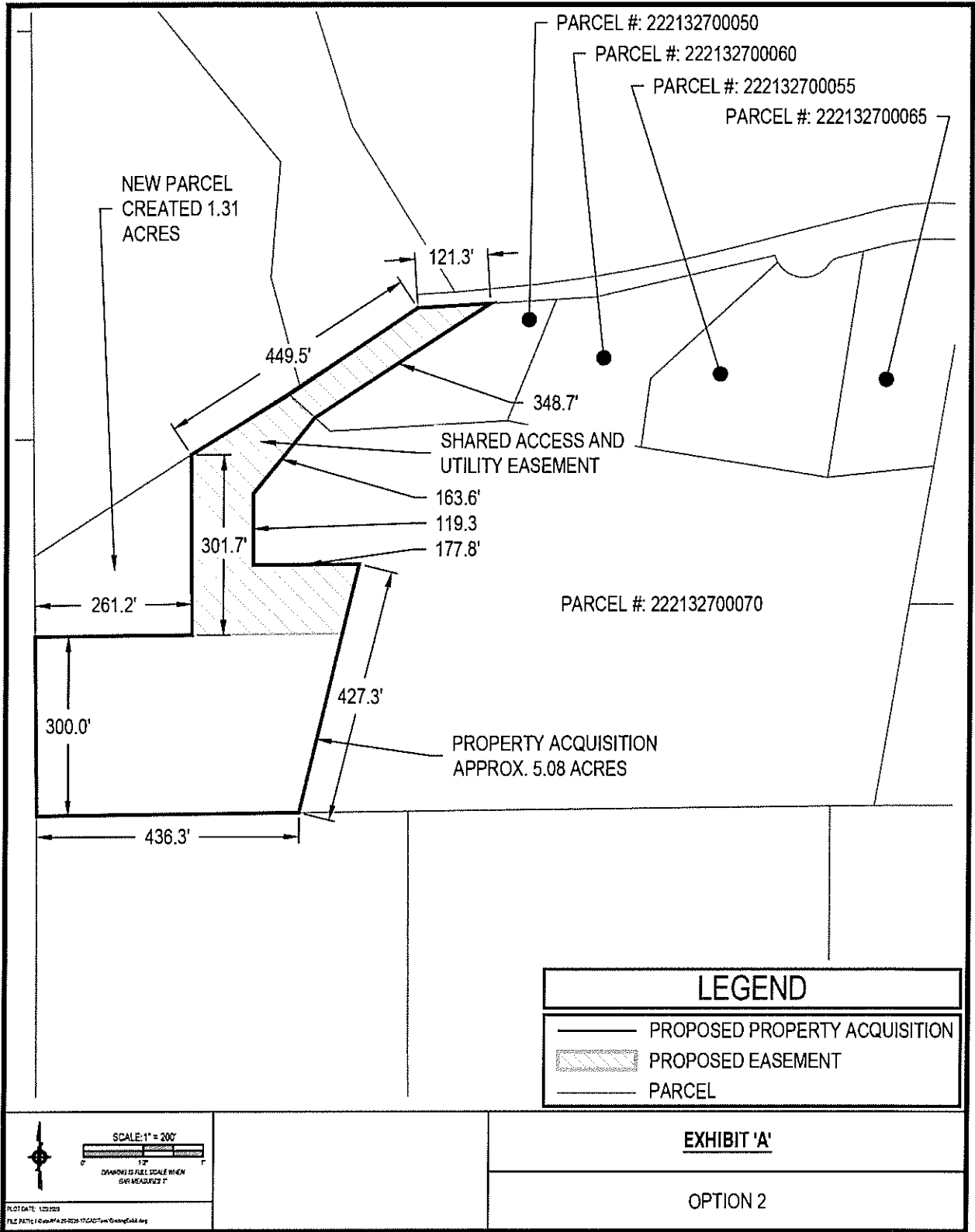


EXHIBIT A
Option 2



Memo

To: Board of Directors

From:  Jim Kuntz

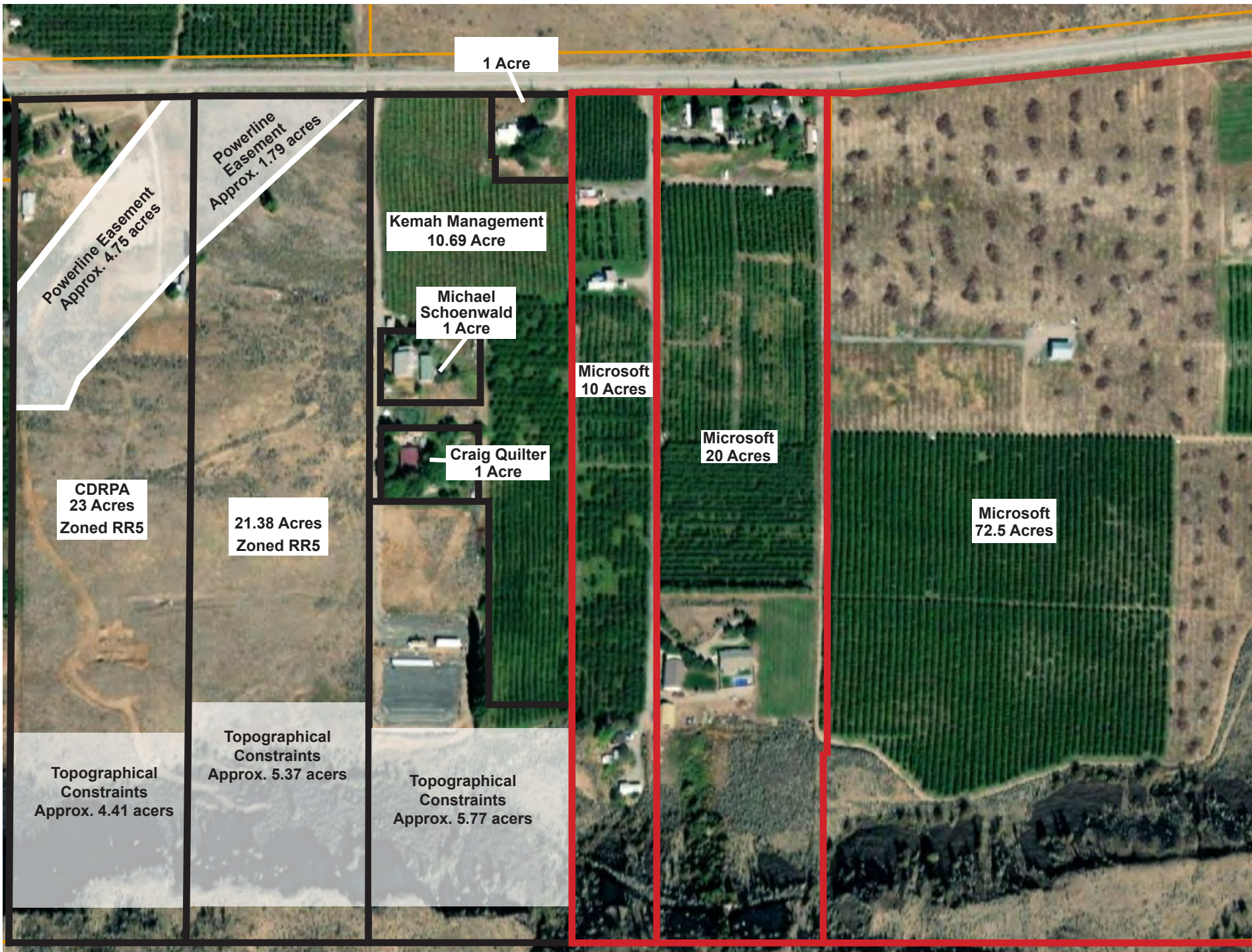
Date: February 23rd, 2023

Re: Purchase and Sale Agreements – Malaga Property

Regional Port staff has been working to secure additional property in Malaga for economic development purposes.

On a positive note, the property owners we have contacted are interested in selling their property. Please find enclosed a map that shows the five parcels to be acquired. Also enclosed is a Purchase and Sale Agreement for each property as prepared by Pete Fraley. The properties are as follows:

1. Richard and Juanita Shaffer
2. Kemah Management LLC
3. Michael and Frances Shoenwald
4. Craig and Claudia Quilter
5. Jeff and Melissa Quilter



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement"), made this date, is by and between the PORT OF CHELAN COUNTY, a Washington municipal corporation ("Purchaser"), and RICHARD R. SHAFFER and JUANITA Y. SHAFFER, husband and wife, doing business as SHAFFER LEASING COMPANY ("Seller"). Individually the Purchaser and Seller may be referred to herein as a "Party" or collectively as the "Parties."

1. **Agreement/Property.** Seller agrees to sell and Purchaser agrees to purchase Seller's interest in real property located in the county of Chelan, state of Washington and more particularly described as follows (the "Property"):

The East one-third of the East half of the Northwest quarter of Section 35; Township 22 North; Range 21, E.W.M., Chelan County, Washington, EXCEPT that portion thereof lying Northerly of the Southerly right-of-way line of the existing county road.

Together with all water rights, permits, claims, shares in public or private irrigation districts or companies, rights to water and the like appurtenant to or associated with the above-described property.

The Parties agree that the above legal description will be revised to be consistent with preliminary commitment for title insurance (please see Section 5.2, below).

Assessor's Parcel No. 222135240050.

The Property is commonly known as 5183 Malaga Alcoa Highway, Malaga, Washington 98828.

2. **Earnest Money.** Purchaser shall pay to Central Washington Title Services, Inc. earnest money in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), within five (5) business days of the effective date of this Agreement. Earnest money shall be in the form of a check made payable to CW Title and Escrow (Wenatchee office) and credited to the purchase price at Closing, as defined herein. The earnest money is non-refundable, except as set forth in Section 5.2 (Title), Section 9 (Feasibility Contingency) and Section 13 (Default), below.

3. **Purchase Price.** The total purchase price shall be One Million Four Hundred Thousand and No/100 Dollars (\$1,400,000.00 US), payable in cash at Closing, as defined herein.

4. **Deed.** At Closing, the Seller shall sign, execute, and deliver a Statutory Warranty Deed for the Property to Purchaser and/or Closing agent, subject to those matters set forth in Section 5, below.

5. **Title.**

5.1 The following shall not be considered encumbrances or defects of title (hereafter "Permitted Exceptions"):

5.1.1 Rights reserved in federal patents or state deeds, and building or use restrictions general to the area;

5.1.2 Existing easements, conditions, restrictions, covenants, and matters of record not materially impacting Purchaser's intended use of the Property; and

5.1.3 General real estate taxes assessed against the Property not due and payable.

5.2 Seller shall make available to Purchaser a preliminary commitment for title insurance ("Title Commitment") issued by Central Washington Title Services, Inc. Purchaser shall give written notice to Seller within thirty (30) calendar days of Purchaser's actual receipt of the Title Commitment (including copies of all special exceptions) of any defects or encumbrances, other than Permitted Exceptions specified in Section 5.1, in Seller's title to which Purchaser objects (the "Objection"). Seller shall exercise reasonable good faith to attempt to remove matters to which an objection is made but shall not be required to expend monies in doing so. If Seller is unable to cure the defects objected to by Purchaser within twenty (20) calendar days after receipt of the Objection, unless the time is extended in writing, then Purchaser may elect, as its exclusive remedy, either to waive such defects, or to terminate this Agreement and receive a refund of the earnest money.

5.3 At Closing, Seller shall provide an "owner's affidavit" or similar document on a form provided by the title company, if requested by Purchaser or the title company to provide the owner's title policy consistent with this Section 5. Seller shall deliver to Purchaser at or within a reasonable period following Closing, a standard owner's policy of title insurance (the "Title Policy") containing no exceptions other than the customary form printed exceptions ("Standard Exceptions"), the exceptions in Section 5.1 (Permitted Exceptions), the exceptions listed in the Title Commitment that Purchaser has accepted pursuant to Section 5.2, if any ("Accepted Exceptions"). Seller shall pay the cost of the Title Policy at Closing.

5.4 If this transaction does not close, and this Agreement is terminated, the Purchaser shall be responsible for the cancellation or other fee associated with the Title Commitment.

6. Representations of Seller. Effective as of the date of this Agreement and as of the date of Closing, Seller represents, and warrants to Purchaser, as follows:

6.1 That Seller is not aware of any material facts adversely affecting the Property which have not been disclosed in writing to the Purchaser.

6.2 Seller is not aware of any underground storage tanks beneath the Property.

6.3 That Seller shall maintain the Property in its present or better condition until Closing.

6.4 That the Property contains no leased or encumbered personal property or fixtures.

6.5 That Seller is not aware of any adverse or other parties in possession of the Property, or of any part thereof.

6.6 There are no pending or threatened (in writing, or otherwise) actions, suits, arbitrations, claims, investigations or legal, administrative or other proceedings (a) with respect to or in any manner affecting or involving the title to or condition of the Property, including, but not limited to, any condemnation action, proceeding to impose an assessment district, zoning change proceeding or development moratorium; or (b) to which Seller is or may be a party by reason of Seller's ownership, use, or operation of the Property.

6.7 There are no leases, subleases, rental agreements, licenses or other agreements for the lease or occupancy of any portion of the Property. Seller is not in default under any easements, covenants, conditions, restrictions, declarations or other encumbrances on title to the Property.

6.8 Seller has not received any written notices from any governmental authority with respect to any violation or alleged violation of any law relating to the use, condition or operation of the Property, which violation remains uncured.

6.9 To the best of Seller's knowledge and during the time that Seller has owned the Property, Seller has not used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property or transported to or from the Property, any Hazardous Material in violation of state and federal laws and regulations nor, has Seller allowed any other person or entity to do so; that no Hazardous Materials have been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property in violation of Law nor transported to or from the Property in violation of Law by any entity or person or from any source.

6.10 To the best of Seller's knowledge and during the time that Seller has owned the Property (i) the Property has not been used as a landfill, waste storage or disposal site, nor have any chemicals, petroleum products, or toxic, hazardous or dangerous wastes or substances been released on or under the Property, (ii) nor is the ground water system under the Property contaminated by any such substance, (iii) there are no underground storage tanks located on the Property, (iv) no spill, release, discharge or disposal of hazardous or toxic substances has occurred

on the Property, and (v) no petroleum products have been released, discharged, disposed or spilled on the Property.

7. **Disclosure Statement.** Seller shall provide Purchaser a complete and signed disclosure statement as required by RCW Section 64.06.013 within ten (10) calendar days of the effective date of this Agreement for Purchaser's review.

8. **Modification/Waivers.** To be effective and binding upon the Parties hereto, all modifications or waivers of any condition of this Agreement shall be in writing and signed by the Parties.

9. **Feasibility Contingency.** Purchaser (its agents, contractors, consultants, agents and business prospects, hereafter "Representatives") shall have one hundred twenty (120) days from the effective date of this Agreement to review the feasibility of purchasing the Property and to conduct whatever inspections and investigations the Purchaser or the Representatives deem appropriate. The Purchaser may conduct a "phase 1, environmental assessment", or its equivalent, and Seller agrees to cooperate and provide the necessary information reasonably requested by Purchaser and its consultants to complete said environmental assessment. The Purchaser and the Representatives shall have the right to enter the Property to conduct inspections and investigation, provided that Purchaser shall be solely responsible for restoring the Property to the condition that reasonably existed prior to said entry. The Purchaser shall be responsible for any and all damage caused to the Property arising from or related to said inspection and investigation and agrees to indemnify and hold the Seller harmless in this regard. At any time during the one hundred twenty (120) day feasibility period, the Purchaser, in its sole discretion, may (a) provide a written notice to Seller waiving this contingency, or (b) provide a written notice to Seller terminating this Agreement. This contingency shall be deemed to have failed if Purchaser does not timely provide the written notice to Seller waiving this contingency. In the event of termination event pursuant to this paragraph, this Agreement shall terminate and be of no further force or effect between the Parties, and the earnest money shall be refunded to the Purchaser.

9.1 The Purchaser desires to rezone the Property to a rural industrial zone. The Seller agrees to cooperate, support and sign all documents requested by Purchaser to apply for and process a Chelan County comprehensive plan amendment to rezone the Property to a rural industrial zone designation; provided Seller shall incur no additional cost related to the comprehensive plan amendment request. In the event the sale fails to close, Purchaser agrees to assign and deliver to Seller any information, studies, reports, etc. that it has gathered in support of the comprehensive plan amendment in the event Seller desires to carry it forward.

10. **Time for Closing - Responsibilities of Parties – Costs.** The Closing of this transaction shall occur at CW Title and Escrow (Wenatchee office) upon the satisfaction of all contingencies, but, in no event, later than thirty days following the Seller's waiver of the contingency set forth in Section 9, above. The Purchaser and Seller shall deposit with CW Title and Escrow all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. The Purchaser and Seller agree to each pay one-half of the

Closing fee. The Parties shall pay their own attorney's fees. Seller will pay for the cost of the Title Policy and the real estate excise tax. Purchaser shall pay for the preparation of the Statutory Warranty Deed and Excise Tax Affidavit to be prepared by Purchaser's attorney. Each party shall pay the prorated portion of real property taxes and irrigation assessments (based on the irrigation season) for the current year based on the date of Closing. Other items shall be paid according to the practice in Chelan County, Washington. For the purpose of the prorations, Purchaser will be deemed to be in title to the Property beginning at 12:01 a.m. on the closing date.

10.1 Shaffer Leasing Company, is a sole proprietorship and trade name for Richard R. Shaffer. Seller shall be responsible for taking whatever steps may be required by the title company to confirm how title is vested, including quitclaim deeds necessary to confirm the vesting of title in Richard R. Shaffer and Juanita Y. Shaffer, husband and wife. If Seller fails to take the steps required by the title company to convey the Property to the Purchaser as set forth in this Agreement, then Seller shall be in default.

11. Date of Closing. For purposes of this agreement, the "date of Closing" or "Closing" shall be construed as the date upon which all appropriate documents are recorded and the proceeds of this sale are available for disbursement to Seller.

12. Possession. Seller shall deliver possession to Purchaser on Closing.

13. Default. Time is of the essence of this Agreement. If the Seller defaults (that is, fails to perform the acts required of it) in its contractual performance herein, the earnest money, without deduction or off-set, shall be refunded to the Purchaser, and Purchaser may bring suit for equitable relief, including specific performance, and seek damages arising from Seller's Default. If the Purchaser defaults, the earnest money, upon demand, shall be forfeited and paid to Seller as Seller's sole and exclusive remedy.

14. Independent Counsel. Seller acknowledges, understands and agrees that Purchaser is represented by Ogden Murphy Wallace, P.L.L.C. Purchaser acknowledges, understands and agrees the Seller is represented by Davis Arneil Law Firm, LLP.

15. Brokerage Fees. Parties represent that they have not incurred finder's fees, broker's fees or commissions, or similar obligations in connection with the Property which is the subject of this Agreement. Seller agrees to indemnify and hold the Purchaser, its agents, representatives, and advisors harmless from any claims or any such fees or commissions and all costs and expenses for defending any alleged claim therefor (including costs and attorney's fees on appeal, if any) arising out of the acts of the Seller, its agents or employees. Purchaser agrees to indemnify and hold the Seller, its agents, representatives, and advisors harmless from any claims or any such fees or commissions and all costs and expenses for defending any alleged claim therefor (including costs and attorney's fees on appeal, if any) arising out of the acts of the Purchaser, its agents or employees.

16. **Risk of Loss.** If prior to Closing, the Property shall be destroyed or materially damaged by fire or other casualty, this Agreement, at option of Purchaser, shall become null and void. If Purchaser elects to continue, all insurance proceeds, if any, shall be payable to Purchaser.

17. **Notices.** Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the Party received the notice. Notices shall be mailed or delivered as follows:

TO PURCHASER:

Port of Chelan County
One Campbell Parkway, Suite A
East Wenatchee, WA 98802
Attn: James M. Kuntz, Executive Director

TO SELLER:

Richard R. Shaffer
2491 Halvorson Canyon Road
Wenatchee, WA 98801
509-662-8400

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

19. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the Parties.

20. **Encumbrance During Interim.** Seller may not financially encumber the Property prior to Closing, unless the encumbrance is discharged or satisfied at Closing.

21. **Survival.** Except for Section 6, which shall survive Closing as binding representations and warranties of the Seller, the terms and conditions of this Agreement shall not survive Closing and shall merge with the recordation of the Statutory Warranty Deed.

22. **Attorney's Fees.** If any suit or proceeding is instituted by the Seller or the Purchaser arising from or related to this Agreement, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, each Party shall be responsible for its own attorney fees and costs incurred.

23. **Counterpart/Facsimile/E-mail.** This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, e-mail or other electronic means. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one

document, binding as such on the parties. The facsimile, e-mail or electronic transmission of any signed original document, and retransmission thereof, shall be the same as delivery of an original. At the request of either party, or the closing agent, the parties will confirm facsimile, e-mail or electronically transmitted signatures by signing an original document.

24. **Corporate Authority; Binding Signatures.** Each of the individuals executing this Agreement on behalf of Purchaser or Seller warrant that they are an authorized signatory of the entity for which they are signing, and have sufficient authority to execute this Agreement.

25. **General Provisions.** Time is of the essence. There are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between Seller and Purchaser. Any and all modifications of this Agreement must be in writing and signed by both Parties in order to be binding on the Parties. Purchaser's rights under this Agreement may not be assigned. The "effective date of this Agreement" shall mean the date of the last signature set forth below.

DATED: _____

DATED: 2/17/23

PURCHASER:

SELLER:

PORT OF CHELAN COUNTY

By: _____
James M. Kuntz, Executive Director

Richard R. Shaffer
Richard R. Shaffer

Juanita Y. Shaffer (Wife)
Juanita Y. Shaffer

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement"), made this date, is by and between the PORT OF CHELAN COUNTY, a Washington municipal corporation ("Purchaser"), and KEMAH MANAGEMENT, LLC, a Washington limited liability company ("Seller"). Individually the Purchaser and Seller may be referred to herein as a "Party" or collectively as the "Parties."

1. Agreement/Property. Seller agrees to sell and Purchaser agrees to purchase Seller's interest in real property located in the county of Chelan, state of Washington and more particularly described as follows (the "Property"):

Lot 2, Schoenwald Short Plat No. 1673, Chelan County, Washington, according to the plat thereof recorded in Book 5 of Short Plats, Page 52.

The Parties agree that the above legal description will be revised to be consistent with preliminary commitment for title insurance (please see Section 5.2, below).

Assessor's Parcel No. 222135100070.

The Property is commonly known as NNA, Malaga, Washington 98828.

1.1 Excluded Property. The following are not included in the sale of the Property: (i) all irrigation sprinklers located on the Property; (ii) the 7.5 horsepower pump and electrical service panel; and (iii) 18 irrigation shares from the Lockwood & Canaday Irrigation Company ("Irrigation Shares"). Seller shall be solely responsible for disconnecting the electrical service panel in compliance with applicable regulations and policies of the Chelan County PUD. The retention of the Irrigation Shares by Seller is contingent upon written confirmation provided to and approved by the Purchaser during the 90 day feasibility period set forth in Section 9, below, that the Property will no longer be assessed by or subject to any regulations associated with the Lockwood & Canaday Irrigation Company. Seller must remove the items described in sub-sections (i) and (ii), above, consistent with the terms of Section 10.2, below. In the event any items (including but not limited to those described in sub-sections (i) and (ii), above) remain on the Property upon the expiration of the period set forth in Section 10.2, below, then the title and ownership of said items shall vest in the Purchaser for no additional cost, and Seller agrees to sign any and all documents reasonably requested by Purchaser to vest title in the items in the Seller.

2. Earnest Money. Purchaser shall pay to CW Title and Escrow earnest money in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), within five (5) business days of the effective date of this Agreement. Earnest money shall be in the form of a check made payable to CW Title and Escrow (Wenatchee office) and credited to the purchase price at Closing, as defined herein. The earnest money is non-refundable, except as set forth in Section 5.2 (Title), Section 9 (Feasibility Contingency) and Section 13 (Default), below.

3. Purchase Price. The total purchase price shall be Nine Hundred Thousand and No/100 Dollars (\$900,000.00 US), payable in cash at Closing, as defined herein.

4. Deed. At Closing, the Seller shall sign, execute, and deliver a Statutory Warranty Deed for the Property to Purchaser and/or Closing agent, subject to those matters set forth in Section 5, below.

5. Title.

5.1 The following shall not be considered encumbrances or defects of title (hereafter "Permitted Exceptions"):

5.1.1 Rights reserved in federal patents or state deeds, and building or use restrictions general to the area;

5.1.2 Existing easements, conditions, restrictions, covenants, and matters of record not materially impacting Purchaser's intended use of the Property; and

5.1.3 General real estate taxes assessed against the Property not due and payable.

5.2 Seller shall make available to Purchaser a preliminary commitment for title insurance ("Title Commitment") issued by Central Washington Title Services, Inc. Purchaser shall give written notice to Seller within thirty (30) calendar days of Purchaser's actual receipt of the Title Commitment (including copies of all special exceptions) of any defects or encumbrances, other than Permitted Exceptions specified in Section 5.1, in Seller's title to which Purchaser objects (the "Objection"). Seller shall exercise reasonable good faith to attempt to remove matters to which an objection is made. If Seller is unable to cure the defects objected to by Purchaser within twenty (20) calendar days after receipt of the Objection, unless the time is extended in writing, then Purchaser may elect, as its exclusive remedy, either to waive such defects, or to terminate this Agreement and receive a refund of the earnest money.

5.3 At Closing, Seller shall provide an "owner's affidavit" or similar document on a form provided by the title company, if requested by Purchaser or the title company to provide the owner's title policy consistent with this Section 5. Seller shall deliver to Purchaser at or within a reasonable period following Closing, a standard owner's policy of title insurance (the "Title Policy") containing no exceptions other than the customary form printed exceptions ("Standard Exceptions"), the exceptions in Section 5.1 (Permitted Exceptions), the exceptions listed in the Title Commitment that Purchaser has accepted pursuant to Section 5.2, if any ("Accepted Exceptions"). Seller shall pay the cost of the Title Policy at Closing.

5.4 If this transaction does not close, and this Agreement is terminated, the Purchaser shall be responsible for the cancellation or other fee associated with the Title Commitment.

6. Representations of Seller. Effective as of the date of this Agreement and as of the date of Closing, Seller represents, and warrants to Purchaser, as follows:

6.1 That Seller is not aware of any material facts adversely affecting the Property which have not been disclosed in writing to the Purchaser.

6.2 There are no underground storage tanks beneath the Property.

6.3 That Seller shall maintain the Property in its present or better condition until Closing.

6.4 That the Property contains no leased or encumbered personal property or fixtures.

6.5 That there are no wells or septic systems located on the Property.

6.6 That Seller owns good and marketable title to the Property. There are no adverse or other parties in possession of the Property, or of any party thereof.

6.7 There are no pending or threatened (in writing, or otherwise) actions, suits, arbitrations, claims, investigations or legal, administrative or other proceedings (a) with respect to or in any manner affecting or involving the title to or condition of the Property, including, but not limited to, any condemnation action, proceeding to impose an assessment district, zoning change proceeding or development moratorium; or (b) to which Seller is or may be a party by reason of Seller's ownership, use, or operation of the Property.

6.8 There are no leases, subleases, rental agreements, licenses or other agreements for the lease or occupancy of any portion of the Property. Seller is not in default under any easements, covenants, conditions, restrictions, declarations or other encumbrances on title to the Property.

6.9 Seller has not received any written notices from any governmental authority with respect to any violation or alleged violation of any law relating to the use, condition or operation of the Property, which violation remains uncured.

6.10 Seller has not used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property or transported to or from the Property, any Hazardous Material (as defined in any local, state, or federal law) in violation of state and federal laws and regulations nor, has Seller allowed any other person or entity to do so; that no Hazardous Materials have been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property in violation of Law nor transported to or from the Property in violation of Law by any entity or person or from any source.

6.11 (i) the Property has not been used as a landfill, waste storage or disposal site, nor have any chemicals, petroleum products, or toxic, hazardous or dangerous wastes or substances been released on or under the Property, (ii) nor is the ground water system under the Property contaminated by any such substance, (iii) there are no underground storage tanks located on the Property, (iv) no spill, release, discharge or disposal of hazardous or toxic substances has occurred

on the Property, and (v) no petroleum products have been released, discharged, disposed or spilled on the Property.

6.12 There are no material defects to the Property and there are no agreements, restrictions or conditions that would prevent the use of the Property for Purchaser's intended use.

7. Disclosure Statement. Seller shall provide Purchaser a complete and signed disclosure statement as required by Chapter 64.06 RCW within ten (10) calendar days of the effective date of this Agreement for Purchaser's review.

8. Modification/Waivers. To be effective and binding upon the Parties hereto, all modifications or waivers of any condition of this Agreement shall be in writing and signed by the Parties.

9. Feasibility Contingency. Purchaser (its agents, contractors, consultants, agents and business prospects [including consultants and agents of business prospects], hereafter "Representatives") shall have ninety (90) days from the effective date of this Agreement to review the feasibility of purchasing the Property and to conduct whatever inspections and investigations the Purchaser or the Representatives deem appropriate. The Purchaser may conduct a "phase 1, environmental assessment", or its equivalent, and Seller agrees to cooperate and provide the necessary information reasonably requested by Purchaser and its consultants to complete said environmental assessment. The Purchaser and the Representatives shall have the right to enter the Property to conduct inspections and investigation, provided that Purchaser shall be solely responsible for restoring the Property to the condition that reasonably existed prior to said entry. The Purchaser shall be responsible for any and all damage caused to the Property arising from or related to said inspection and investigation and agrees to indemnify and hold the Seller harmless in this regard. At any time during the ninety (90) day feasibility period, the Purchaser may provide a written notice to Seller waiving this contingency. This contingency shall be deemed to have failed if Purchaser does not timely provide the written notice to Seller waiving this contingency; in which event, this Agreement shall terminate and be of no further force or effect between the Parties, and the earnest money shall be refunded to the Purchaser.

9.1 The Purchaser desires to rezone the Property. The Seller agrees to cooperate and support Purchaser's efforts to rezone the Property. Seller agrees to sign all documents requested by Purchaser to apply for and process a Chelan County comprehensive plan amendment to rezone the Property to a new zoning designation or designations selected by Purchaser.

10. Time for Closing - Responsibilities of Parties – Costs - Contingency. The Closing of this transaction shall occur at CW Title and Escrow (Wenatchee office) upon the satisfaction of all contingencies, but, in no event, later than thirty days following the Purchaser's waiver of the contingency set forth in Section 9, above; provided, at Seller's election (by delivering written notice to the Purchaser on or before August 1, 2023), that closing shall be extended to not later than August 15, 2023, to accommodate the completion of the 2023 orchard harvest. The Purchaser and Seller shall deposit with CW Title and Escrow all instruments, documents and

monies necessary to complete the sale in accordance with this Agreement. The Purchaser and Seller agree to each pay one-half of the Closing fee. The Parties shall pay their own attorney's fees. Seller will pay for the cost of the Title Policy and the real estate excise tax. Purchaser shall pay for the preparation of the Statutory Warranty Deed and Excise Tax Affidavit to be prepared by Purchaser's attorney. Each party shall pay the prorated portion of real property taxes and irrigation assessments (based on the irrigation season) for the current year based on the date of Closing. Other items shall be paid according to the practice in Chelan County, Washington. For the purpose of the prorations, Purchaser will be deemed to be in title to the Property beginning at 12:01 a.m. on the closing date.

10.1 Closing of this transaction is specifically contingent on a simultaneous closing with Michael Schoenwald and Frances Schoenwald (the sole owners and members of the Seller) concerning Lot 3, Schoenwald Short Plat No. 1673, Chelan County, Washington, according to the plat thereof recorded in Book 5 of Short Plats, Page 52.

10.2 Effective upon Closing, the Purchaser grants the Seller continued possession of the Property for the sole purpose of removing the property described in Section 1.1 (i) and (ii), above. This period of continued possession shall end, and the Seller shall vacate the Property, on or before the date that is sixty (60) days after Closing (the "Continued Possession Period"). The Continued Possession Period is subject to the following terms and conditions:

10.2.1 Except to the extent caused or created by the Purchaser, the Seller shall indemnify and hold the Purchaser free and harmless from all claims, causes of action, suits, liability, loss, damage, or expense arising from or related to the Seller's continued possession of the Property (including fees, costs and expenses [including attorneys' fees] incurred in connection with any claim, liability, cause of action or suit and in enforcing the indemnity).

10.2.2 The Seller acknowledges that the Purchaser is accommodating Seller's request to remove certain property after Closing, notwithstanding the Purchaser's intention to commence work prior to the end of the Continued Possession Period, which work may involve significant demolition, grading, and utility work on and near the Property. If the Seller does not vacate and tender full possession to the Property to the Purchaser at the end of the Continued Possession Period, the Purchaser will sustain damages. It is and will be impracticable and extremely difficult to fix the actual damage which the Purchaser will sustain in the event of and by reason of such delays. The Seller shall pay to the Purchaser liquidated damages in the sum of \$500 for each calendar day that Seller has not vacated and tendered full possession of the Property to the Purchaser at the end of the Continued Possession Period as provided herein.

10.2.3 Nothing in this Section 10.2 prevents the Purchaser from taking possession of the Property at Closing and commencing work on the Property, so long as such work does not materially interfere with the Seller's efforts to remove the items described in Section 1.1 (i) and (ii), or damage such items.

11. Date of Closing. For purposes of this agreement, the “date of Closing” or “Closing” shall be construed as the date upon which all appropriate documents are recorded and the proceeds of this sale are available for disbursement to Seller.

12. Possession. Except as set forth in Section 10.2, above, Seller shall deliver possession to Purchaser on Closing.

13. Default. Time is of the essence of this Agreement. If the Seller defaults (that is, fails to perform the acts required of it) in its contractual performance herein, the earnest money, without deduction or off-set, shall be refunded to the Purchaser, and Purchaser may bring suit for equitable relief, including specific performance, and seek damages arising from Seller’s Default. If the Purchaser defaults, the earnest money, upon demand, shall be forfeited and paid to Seller as Seller’s sole and exclusive remedy.

14. Independent Counsel. Seller acknowledges, understands and agrees that Purchaser is represented by Ogden Murphy Wallace, P.L.L.C.

15. Brokerage Fees. Parties represent that they have not incurred finder’s fees, broker’s fees or commissions, or similar obligations in connection with the Property which is the subject of this Agreement. Seller agrees to indemnify and hold the Purchaser, its agents, representatives, and advisors harmless from any claims or any such fees or commissions and all costs and expenses for defending any alleged claim therefor (including costs and attorney’s fees on appeal, if any) arising out of the acts of the Seller, its agents or employees. Purchaser agrees to indemnify and hold the Seller, its agents, representatives, and advisors harmless from any claims or any such fees or commissions and all costs and expenses for defending any alleged claim therefor (including costs and attorney’s fees on appeal, if any) arising out of the acts of the Purchaser, its agents or employees.

16. Risk of Loss. If prior to Closing, improvements on the Property shall be destroyed or materially damaged by fire or other casualty, this Agreement, at option of Purchaser, shall become null and void. If Purchaser elects to continue, all insurance proceeds, if any, shall be payable to Purchaser.

17. Notices. Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the Party received the notice. Notices shall be mailed or delivered as follows:

TO PURCHASER:

Port of Chelan County
One Campbell Parkway, Suite A
East Wenatchee, WA 98802
Attn: James M. Kuntz, Executive Director

TO SELLER:

Kemah Management, LLC
3831 Searles Road
PO Box 96
Malaga, WA 98828-0096
Attn: Michael Schoenwald

18. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Chelan County, Washington.

19. Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the Parties.

20. Encumbrance During Interim. Seller may not financially encumber the Property prior to Closing, unless the encumbrance is discharged or satisfied at Closing.

21. Survival. Except for Section 6, which shall survive Closing as binding representations and warranties of the Seller, the terms and conditions of this Agreement shall not survive Closing and shall merge with the recordation of the Statutory Warranty Deed.

22. Attorney's Fees. If any suit or proceeding is instituted by the Seller or the Purchaser arising from or related to this Agreement, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, each Party shall be responsible for its own attorney fees and costs incurred.

23. Counterpart/Facsimile/E-mail. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, e-mail or other electronic means. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties. The facsimile, e-mail or electronic transmission of any signed original document, and retransmission thereof, shall be the same as delivery of an

original. At the request of either party, or the closing agent, the parties will confirm facsimile, e-mail or electronically transmitted signatures by signing an original document.

24. Corporate Authority; Binding Signatures. Each of the individuals executing this Agreement on behalf of Purchaser or Seller warrant that they are an authorized signatory of the entity for which they are signing and have sufficient authority to execute this Agreement.

25. General Provisions. Time is of the essence. There are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between Seller and Purchaser. Any and all modifications of this Agreement must be in writing and signed by both Parties in order to be binding on the Parties. Purchaser's rights under this Agreement may not be assigned. The "effective date of this Agreement" shall mean the date of the last signature set forth below.

DATED: _____

DATED: 2/28/13 _____

PURCHASER:

SELLER:

PORT OF CHELAN COUNTY

KEMAH MANAGEMENT, LLC

By: _____

James M. Kuntz, Executive Director

By: 

Michael Schoenwald, Member

By: 

Frances Schoenwald, Member

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement"), made this date, is by and between the PORT OF CHELAN COUNTY, a Washington municipal corporation ("Purchaser"), and MICHAEL SCHOENWALD and FRANCES SCHOENWALD, husband and wife ("Seller"). Individually the Purchaser and Seller may be referred to herein as a "Party" or collectively as the "Parties."

1. Agreement/Property. Seller agrees to sell and Purchaser agrees to purchase Seller's interest in real property located in the county of Chelan, state of Washington and more particularly described as follows (the "Property"):

Lot 3, Schoenwald Short Plat No. 1673, Chelan County, Washington, according to the plat thereof recorded in Book 5 of Short Plats, Page 52.

The Parties agree that the above legal description will be revised to be consistent with preliminary commitment for title insurance (please see Section 5.2, below).

Assessor's Parcel No. 222135120200.

The Property is commonly known as 5229 Malaga Alcoa Highway, Malaga, Washington 98828.

1.1 Excluded Property. The improvements on the Property, including the 1983 Mobile Home, are excluded from this transaction and the sale of the Property; provided that Seller must remove the improvements consistent with the terms of Section 10.2, below. In the event any improvements remain on the Property upon the expiration of the period set forth in Section 10.2, below, then the title and ownership of said improvements shall vest in the Purchaser for no additional cost, and Seller agrees to sign any and all documents reasonably requested by Purchaser to vest title in the Improvements in the Seller at closing (including transfer of the vehicle title to the 1983 Mobile Home).

2. Earnest Money. Purchaser shall pay to CW Title and Escrow earnest money in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), within five (5) business days of the effective date of this Agreement. Earnest money shall be in the form of a check made payable to CW Title and Escrow (Wenatchee office) and credited to the purchase price at Closing, as defined herein. The earnest money is non-refundable, except as set forth in Section 5.2 (Title), Section 9 (Feasibility Contingency) and Section 13 (Default), below.

3. Purchase Price. The total purchase price shall be Six Hundred Thousand and No/100 Dollars (\$600,000.00 US), payable in cash at Closing, as defined herein.

4. **Deed.** At Closing, the Seller shall sign, execute, and deliver a Statutory Warranty Deed for the Property to Purchaser and/or Closing agent, subject to those matters set forth in Section 5, below.

5. **Title.**

5.1 The following shall not be considered encumbrances or defects of title (hereafter "Permitted Exceptions"):

5.1.1 Rights reserved in federal patents or state deeds, and building or use restrictions general to the area;

5.1.2 Existing easements, conditions, restrictions, covenants, and matters of record not materially impacting Purchaser's intended use of the Property; and

5.1.3 General real estate taxes assessed against the Property not due and payable.

5.2 Seller shall make available to Purchaser a preliminary commitment for title insurance ("Title Commitment") issued by Central Washington Title Services, Inc. Purchaser shall give written notice to Seller within thirty (30) calendar days of Purchaser's actual receipt of the Title Commitment (including copies of all special exceptions) of any defects or encumbrances, other than Permitted Exceptions specified in Section 5.1, in Seller's title to which Purchaser objects (the "Objection"). Seller shall exercise reasonable good faith to attempt to remove matters to which an objection is made. If Seller is unable to cure the defects objected to by Purchaser within twenty (20) calendar days after receipt of the Objection, unless the time is extended in writing, then Purchaser may elect, as its exclusive remedy, either to waive such defects, or to terminate this Agreement and receive a refund of the earnest money.

5.3 At Closing, Seller shall provide an "owner's affidavit" or similar document on a form provided by the title company, if requested by Purchaser or the title company to provide the owner's title policy consistent with this Section 5. Seller shall deliver to Purchaser at or within a reasonable period following Closing, a standard owner's policy of title insurance (the "Title Policy") containing no exceptions other than the customary form printed exceptions ("Standard Exceptions"), the exceptions in Section 5.1 (Permitted Exceptions), the exceptions listed in the Title Commitment that Purchaser has accepted pursuant to Section 5.2, if any ("Accepted Exceptions"). Seller shall pay the cost of the Title Policy at Closing.

5.4 If this transaction does not close, and this Agreement is terminated, the Purchaser shall be responsible for the cancellation or other fee associated with the Title Commitment.

6. **Representations of Seller.** Effective as of the date of this Agreement and as of the date of Closing, Seller represents, and warrants to Purchaser, as follows:

6.1 That Seller is not aware of any material facts adversely affecting the Property which have not been disclosed in writing to the Purchaser.

6.2 There are no underground storage tanks beneath the Property, except for an existing septic system.

6.3 That Seller shall maintain the Property in its present or better condition until Closing.

6.4 That the Property contains no leased or encumbered personal property or fixtures.

6.5 That there are no wells located on the Property.

6.6 That Seller owns good and marketable title to the Property. There are no adverse or other parties in possession of the Property, or of any party thereof.

6.7 There are no pending or threatened (in writing, or otherwise) actions, suits, arbitrations, claims, investigations or legal, administrative or other proceedings (a) with respect to or in any manner affecting or involving the title to or condition of the Property, including, but not limited to, any condemnation action, proceeding to impose an assessment district, zoning change proceeding or development moratorium; or (b) to which Seller is or may be a party by reason of Seller's ownership, use, or operation of the Property.

6.8 There are no leases, subleases, rental agreements, licenses or other agreements for the lease or occupancy of any portion of the Property. Seller is not in default under any easements, covenants, conditions, restrictions, declarations or other encumbrances on title to the Property.

6.9 Seller has not received any written notices from any governmental authority with respect to any violation or alleged violation of any law relating to the use, condition or operation of the Property, which violation remains uncured.

6.10 Seller has not used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property or transported to or from the Property, any Hazardous Material (as defined in any local, state, or federal law) in violation of state and federal laws and regulations nor, has Seller allowed any other person or entity to do so; that no Hazardous Materials have been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property in violation of Law nor transported to or from the Property in violation of Law by any entity or person or from any source.

6.11 (i) the Property has not been used as a landfill, waste storage or disposal site, nor have any chemicals, petroleum products, or toxic, hazardous or dangerous wastes or substances been released on or under the Property, (ii) nor is the ground water system under the Property contaminated by any such substance, (iii) there are no underground storage tanks located on the Property, (iv) no spill, release, discharge or disposal of hazardous or toxic substances has occurred on the Property, and (v) no petroleum products have been released, discharged, disposed or spilled on the Property.

6.12 There are no material defects to the Property and there are no agreements, restrictions or conditions that would prevent the use of the Property for Purchaser's intended use.

7. **Disclosure Statement.** Seller shall provide Purchaser a complete and signed disclosure statement as required by Chapter 64.06 RCW within ten (10) calendar days of the effective date of this Agreement for Purchaser's review.

8. **Modification/Waivers.** To be effective and binding upon the Parties hereto, all modifications or waivers of any condition of this Agreement shall be in writing and signed by the Parties.

9. **Feasibility Contingency.** Purchaser (its agents, contractors, consultants, agents and business prospects [including consultants and agents of business prospects], hereafter "Representatives") shall have ninety (90) days from the effective date of this Agreement to review the feasibility of purchasing the Property and to conduct whatever inspections and investigations the Purchaser or the Representatives deem appropriate. The Purchaser may conduct a "phase 1, environmental assessment", or its equivalent, and Seller agrees to cooperate and provide the necessary information reasonably requested by Purchaser and its consultants to complete said environmental assessment. The Purchaser and the Representatives shall have the right to enter the Property to conduct inspections and investigation, provided that Purchaser shall be solely responsible for restoring the Property to the condition that reasonably existed prior to said entry. The Purchaser shall be responsible for any and all damage caused to the Property arising from or related to said inspection and investigation and agrees to indemnify and hold the Seller harmless in this regard. At any time during the ninety (90) day feasibility period, the Purchaser may provide a written notice to Seller waiving this contingency. This contingency shall be deemed to have failed if Purchaser does not timely provide the written notice to Seller waiving this contingency; in which event, this Agreement shall terminate and be of no further force or effect between the Parties, and the earnest money shall be refunded to the Purchaser.

9.1 The Purchaser desires to rezone the Property. The Seller agrees to cooperate and support Purchaser's efforts to rezone the Property. Seller agrees to sign all documents requested by Purchaser to apply for and process a Chelan County comprehensive plan amendment to rezone the Property to a new zoning designation or designations selected by Purchaser.

10. **Time for Closing - Responsibilities of Parties – Costs - Contingency.** The Closing of this transaction shall occur at CW Title and Escrow (Wenatchee office) upon the satisfaction of all contingencies, but, in no event, later than thirty days following the Purchaser's waiver of the contingency set forth in Section 9, above; provided, at Seller's election (by delivering written notice to the Purchaser on or before August 1, 2023), that closing shall be extended to not later than August 15, 2023, to accommodate the completion of the 2023 orchard harvest on the Kemah Management property (see Section 10.1, below). The Purchaser and Seller shall deposit with CW Title and Escrow all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. The Purchaser and Seller agree to each pay one-half of the Closing fee. The Parties shall pay their own attorney's fees. Seller will pay for the cost of the Title Policy and the real estate excise tax. Purchaser shall pay for the preparation of the Statutory Warranty Deed and Excise Tax Affidavit to be prepared by Purchaser's attorney.

Seller shall be responsible for all costs to transfer title to the improvements on the Property, in the event said improvements are not removed by the Seller prior to Closing. Each party shall pay the prorated portion of real property taxes and irrigation assessments (based on the irrigation season) for the current year based on the date of Closing. Other items shall be paid according to the practice in Chelan County, Washington. For the purpose of the prorations, Purchaser will be deemed to be in title to the Property beginning at 12:01 a.m. on the closing date.

10.1 Closing of this transaction is specifically contingent on a simultaneous closing with Kemah Management, LLC (a Washington state limited liability company wholly owned by the Seller) concerning Lot 2, Schoenwald Short Plat No. 1673, Chelan County, Washington, according to the plat thereof recorded in Book 5 of Short Plats, Page 52.

10.2 Effective upon Closing, the Purchaser grants the Seller continued possession of the Property for the sole purpose of removing the property described in Section 1.1, above. This period of continued possession shall end, and the Seller shall vacate the Property, on or before the date that is sixty (60) days after Closing (the "Continued Possession Period"). The Continued Possession Period is subject to the following terms and conditions:

10.2.1 Except to the extent caused or created by the Purchaser, the Seller shall indemnify and hold the Purchaser free and harmless from all claims, causes of action, suits, liability, loss, damage, or expense arising from or related to the Seller's continued possession of the Property (including fees, costs and expenses [including attorneys' fees] incurred in connection with any claim, liability, cause of action or suit and in enforcing the indemnity).

10.2.2 The Seller acknowledges that the Purchaser is accommodating Seller's request to remove certain property after Closing, notwithstanding the Purchaser's intention to commence work prior to the end of the Continued Possession Period, which work may involve significant demolition, grading, and utility work on and near the Property. If the Seller does not vacate and tender full possession to the Property to the Purchaser at the end of the Continued Possession Period, the Purchaser will sustain damages. It is and will be impracticable and extremely difficult to fix the actual damage which the Purchaser will sustain in the event of and by reason of such delays. The Seller shall pay to the Purchaser liquidated damages in the sum of \$500 for each calendar day that Seller has not vacated and tendered full possession of the Property to the Purchaser at the end of the Continued Possession Period as provided herein.

10.2.3 Nothing in this Section 10.2 prevents the Purchaser from taking possession of the Property at Closing and commencing work on the Property, so long as such work does not materially interfere with the Seller's efforts to remove the items described in Section 1.1, above, or damage such items.

11. Date of Closing. For purposes of this agreement, the "date of Closing" or "Closing" shall be construed as the date upon which all appropriate documents are recorded and the proceeds of this sale are available for disbursement to Seller.

12. **Possession.** Except as set forth in Section 10.2, above, Seller shall deliver possession to Purchaser on Closing.

13. **Default.** Time is of the essence of this Agreement. If the Seller defaults (that is, fails to perform the acts required of it) in its contractual performance herein, the earnest money, without deduction or off-set, shall be refunded to the Purchaser, and Purchaser may bring suit for equitable relief, including specific performance, and seek damages arising from Seller's Default. If the Purchaser defaults, the earnest money, upon demand, shall be forfeited and paid to Seller as Seller's sole and exclusive remedy.

14. **Independent Counsel.** Seller acknowledges, understands and agrees that Purchaser is represented by Ogden Murphy Wallace, P.L.L.C.

15. **Brokerage Fees.** Parties represent that they have not incurred finder's fees, broker's fees or commissions, or similar obligations in connection with the Property which is the subject of this Agreement. Seller agrees to indemnify and hold the Purchaser, its agents, representatives, and advisors harmless from any claims or any such fees or commissions and all costs and expenses for defending any alleged claim therefor (including costs and attorney's fees on appeal, if any) arising out of the acts of the Seller, its agents or employees. Purchaser agrees to indemnify and hold the Seller, its agents, representatives, and advisors harmless from any claims or any such fees or commissions and all costs and expenses for defending any alleged claim therefor (including costs and attorney's fees on appeal, if any) arising out of the acts of the Purchaser, its agents or employees.

16. **Risk of Loss.** If prior to Closing, improvements on the Property shall be destroyed or materially damaged by fire or other casualty, this Agreement, at option of Purchaser, shall become null and void. If Purchaser elects to continue, all insurance proceeds, if any, shall be payable to Purchaser.

17. Notices. Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the Party received the notice. Notices shall be mailed or delivered as follows:

TO PURCHASER:

Port of Chelan County
One Campbell Parkway, Suite A
East Wenatchee, WA 98802
Attn: James M. Kuntz, Executive Director

TO SELLER:

Michael and Frances Schoenwald
PO Box 96
Malaga, WA 98828-0096

18. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Chelan County, Washington.

19. Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the Parties.

20. Encumbrance During Interim. Seller may not financially encumber the Property prior to Closing, unless the encumbrance is discharged or satisfied at Closing.

21. Survival. Except for Section 6, which shall survive Closing as binding representations and warranties of the Seller, the terms and conditions of this Agreement shall not survive Closing and shall merge with the recordation of the Statutory Warranty Deed.

22. Attorney's Fees. If any suit or proceeding is instituted by the Seller or the Purchaser arising from or related to this Agreement, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, each Party shall be responsible for its own attorney fees and costs incurred.

23. Counterpart/Facsimile/E-mail. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, e-mail or other electronic means. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties. The facsimile, e-mail or electronic transmission of any signed original document, and retransmission thereof, shall be the same as delivery of an original. At the request of either party, or the closing agent, the parties will confirm facsimile, e-mail or electronically transmitted signatures by signing an original document.

24. Corporate Authority; Binding Signatures. Each of the individuals executing this Agreement on behalf of Purchaser or Seller warrant that they are an authorized signatory of the entity for which they are signing and have sufficient authority to execute this Agreement.

25. General Provisions. Time is of the essence. There are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between Seller and Purchaser. Any and all modifications of this Agreement must be in writing and signed by both Parties in order to be binding on the Parties. Purchaser's rights under this Agreement may not be assigned. The "effective date of this Agreement" shall mean the date of the last signature set forth below.

DATED: _____

DATED: 2/21/13 _____

PURCHASER:

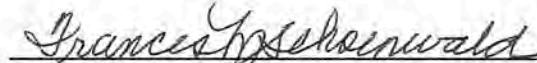
SELLER:

PORT OF CHELAN COUNTY

By: _____

James M. Kuntz, Executive Director


Michael Schoenwald


Frances Schoenwald

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement"), made this date, is by and between the PORT OF CHELAN COUNTY, a Washington municipal corporation ("Purchaser"), and R. CRAIG QUILTER and CLAUDIA QUILTER, husband and wife ("Seller"). Individually the Purchaser and Seller may be referred to herein as a "Party" or collectively as the "Parties."

1. Agreement/Property. Seller agrees to sell and Purchaser agrees to purchase Seller's interest in real property located in the county of Chelan, state of Washington and more particularly described as follows (the "Property"):

LOT 4 OF CHELAN COUNTY SHORT PLAT #1673, COMMONLY KNOWN AS THE SCHOENWALD SHORT PLAT, TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS FOR RESIDENTIAL USE ONLY OVER THAT CERTAIN ROADWAY 30 FEET IN WIDTH ALONG THE WESTERLY BOUNDARY OF SAID PROPERTY FOR A DISTANCE OF 1016.40 FEET TO THE MALAGA-ALCOA HIGHWAY.

TOGETHER WITH THE RIGHT TO USE AND SHARE FOR DOMESTIC PURPOSES ONLY IN THAT CERTAIN DOMESTIC WATER NOW OBTAINED FROM A SPRING AND WHICH IS PRESENTLY SHARED WITH THE CHELAN COUNTY PEACE OFFICERS' ASSOCIATION AND MELTON, MORE PARTICULARLY DESCRIBED IN THAT CERTAIN ASSIGNMENT OF LICENSE DATED NOVEMBER 18, 1986 AND RECORDED IN BOOK 868, PAGE 293; RECORDS OF CHELAN COUNTY AUDITOR.

Together with all water rights, permits, claims, shares in public or private irrigation districts or companies, rights to water and the like appurtenant to or associated with the above-described property.

Together with the 1985 mobile home located on the above Property.

The Parties agree that the above legal description will be revised to be consistent with preliminary commitment for title insurance (please see Section 5.2, below).

Assessor's Parcel No. 222135130175.

The Property is commonly known as 5235 Malaga Alcoa Highway, Malaga, Washington 98828.

1.1 Excluded Property. All personal property is excluded from this transaction, including appliances located within the residence on the Property; provided that Seller must remove the personal property prior to end of the lease agreement set forth in Section 10 of this

Agreement. In the event any personal property remains on the Property upon the termination of the lease agreement set forth in Section 10, then the title and ownership of said personal property shall automatically vest in the Purchaser for no additional cost, and Seller agrees to sign any and all documents reasonably requested by Purchaser to vest title in the personal property in the Seller at the end of the lease agreement. Seller agrees to indemnify and hold Purchaser harmless from and against all claims, costs, expenses and damages, of any kind or nature (including reasonable attorney fees and costs), arising from or related to the removal of any improvements from the Property after Closing by Seller, or anyone acting by and through the Seller, including agents, employees, family members, or anyone performing any work related to the removal of the improvements.

2. Earnest Money. Purchaser shall pay to CW Title and Escrow earnest money in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), within five (5) business days of the effective date of this Agreement. Earnest money shall be in the form of a check made payable to CW Title and Escrow (Wenatchee office) and credited to the purchase price at Closing, as defined herein. The earnest money is non-refundable, except as set forth in Section 5.2 (Title), Section 9 (Feasibility Contingency) and Section 13 (Default), below.

3. Purchase Price. The total purchase price shall be Eight Hundred Seventy Thousand and No/100 Dollars (\$870,000.00 US), payable in cash at Closing, as defined herein.

4. Deed. At Closing, the Seller shall sign, execute, and deliver a Statutory Warranty Deed for the Property to Purchaser and/or Closing agent, subject to those matters set forth in Section 5, below.

5. Title.

5.1 The following shall not be considered encumbrances or defects of title (hereafter "Permitted Exceptions"):

5.1.1 Rights reserved in federal patents or state deeds, and building or use restrictions general to the area;

5.1.2 Existing easements, conditions, restrictions, covenants, and matters of record not materially impacting Purchaser's intended use of the Property; and

5.1.3 General real estate taxes assessed against the Property not due and payable.

5.2 Seller shall make available to Purchaser a preliminary commitment for title insurance ("Title Commitment") issued by CW Title and Escrow. f Purchaser shall give written notice to Seller within thirty (30) calendar days of Purchaser's actual receipt of the Title Commitment (including copies of all special exceptions) of any defects or encumbrances, other than Permitted Exceptions specified in Section 5.1, in Seller's title to which Purchaser objects (the "Objection"). Seller shall exercise reasonable good faith to attempt to remove matters to which an

objection is made. If Seller is unable to cure the defects objected to by Purchaser within twenty (20) calendar days after receipt of the Objection, unless the time is extended in writing, then Purchaser may elect, as its exclusive remedy, either to waive such defects, or to terminate this Agreement and receive a refund of the earnest money.

5.3 At Closing, Seller shall provide an "owner's affidavit" or similar document on a form provided by the title company, if requested by Purchaser or the title company to provide the owner's title policy consistent with this Section 5. Seller shall deliver to Purchaser at or within a reasonable period following Closing, a standard owner's policy of title insurance (the "Title Policy") containing no exceptions other than the customary form printed exceptions ("Standard Exceptions"), the exceptions in Section 5.1 (Permitted Exceptions), the exceptions listed in the Title Commitment that Purchaser has accepted pursuant to Section 5.2, if any ("Accepted Exceptions"). Seller shall pay the cost of the Title Policy at Closing.

5.4 At or before Closing, Seller shall eliminate the vehicle title to the mobile home so that the mobile home will be treated as real property for purposes of this transaction.

5.5 If this transaction does not close, and this Agreement is terminated, the Purchaser shall be responsible for the cancellation or other fee associated with the Title Commitment.

6. Representations of Seller. Effective as of the date of this Agreement and as of the date of Closing, Seller represents, and warrants to Purchaser, as follows:

6.1 That Seller is not aware of any material facts adversely affecting the Property which have not been disclosed in writing to the Purchaser.

6.2 There are no underground storage tanks beneath the Property.

6.3 That Seller shall maintain the Property in its present or better condition until Closing.

6.4 That the Property contains no leased or encumbered personal property or fixtures.

6.5 That Seller owns good and marketable title to the Property. There are no adverse or other parties in possession of the Property, or of any party thereof.

6.6 There are no pending or threatened (in writing, or otherwise) actions, suits, arbitrations, claims, investigations or legal, administrative or other proceedings (a) with respect to or in any manner affecting or involving the title to or condition of the Property, including, but not limited to, any condemnation action, proceeding to impose an assessment district, zoning change proceeding or development moratorium; or (b) to which Seller is or may be a party by reason of Seller's ownership, use, or operation of the Property.

6.7 There are no leases, subleases, rental agreements, licenses or other agreements for the lease or occupancy of any portion of the Property. Seller is not in default under any easements, covenants, conditions, restrictions, declarations or other encumbrances on title to the Property.

6.8 Seller has not received any written notices from any governmental authority with respect to any violation or alleged violation of any law relating to the use, condition or operation of the Property, which violation remains uncured.

6.9 Seller has not used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property or transported to or from the Property, any Hazardous Material in violation of state and federal laws and regulations nor, has Seller allowed any other person or entity to do so; that no Hazardous Materials have been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property in violation of Law nor transported to or from the Property in violation of Law by any entity or person or from any source.

6.10 (i) the Property has not been used as a landfill, waste storage or disposal site, nor have any chemicals, petroleum products, or toxic, hazardous or dangerous wastes or substances been released on or under the Property, (ii) nor is the ground water system under the Property contaminated by any such substance, (iii) there are no underground storage tanks located on the Property, (iv) no spill, release, discharge or disposal of hazardous or toxic substances has occurred on the Property, and (v) no petroleum products have been released, discharged, disposed or spilled on the Property.

6.11 There are no material defects to the Property and there are no agreements, restrictions or conditions that would prevent the use of the Property for Purchaser's intended use.

7. Disclosure Statement. Seller shall provide Purchaser a complete and signed disclosure statement as required by Chapter 64.06 RCW within ten (10) calendar days of the effective date of this Agreement for Purchaser's review.

8. Modification/Waivers. To be effective and binding upon the Parties hereto, all modifications or waivers of any condition of this Agreement shall be in writing and signed by the Parties.

9. Feasibility Contingency. Purchaser (its agents, contractors, consultants, agents and business prospects, hereafter "Representatives") shall have ninety (90) days from the effective date of this Agreement to review the feasibility of purchasing the Property and to conduct whatever inspections and investigations the Purchaser or the Representatives deem appropriate. The Purchaser may conduct a "phase 1, environmental assessment", or its equivalent, and Seller agrees to cooperate and provide the necessary information reasonably requested by Purchaser and its consultants to complete said environmental assessment. The Purchaser and the Representatives shall have the right to enter the Property to conduct inspections and investigation, provided that Purchaser shall be solely responsible for restoring the Property to the condition that reasonably existed prior to said entry. The Purchaser shall be responsible for any and all damage caused to the Property arising from or related to said inspection and investigation and agrees to indemnify and hold the Seller harmless in this regard. At any time during the ninety (90) day feasibility period, the Purchaser may provide a written notice to Seller waiving this contingency. This contingency shall be deemed to have

failed if Purchaser does not timely provide the written notice to Seller waiving this contingency; in which event, this Agreement shall terminate and be of no further force or effect between the Parties, and the earnest money shall be refunded to the Purchaser.

9.1 The Purchaser desires to rezone the Property. The Seller agrees to cooperate and support Purchaser efforts to rezone the Property. Seller agrees to sign all documents requested by Purchaser to apply for and process a Chelan County comprehensive plan amendment to rezone the Property to a new zoning designation or designations selected by Purchaser.

10. Post-Closing Possession. Seller will retain possession of the Property after Closing according to the terms and conditions of a lease agreement to be entered by the Parties at Closing. The lease agreement to be entered by the Parties at Closing is substantially set forth in attached Exhibit "A", which is incorporated herein by this reference. The Parties agree that the lease agreement is an accommodation requested by the Seller. In the event there is a change in law prior to closing that would exempt the lease agreement from the standard landlord-tenant laws, then the Parties agree that the lease agreement shall be exempt from said laws.

11. Time for Closing - Responsibilities of Parties – Costs. The Closing of this transaction shall occur at CW Title and Escrow (Wenatchee office) upon the satisfaction of all contingencies, but, in no event, later than thirty days following the Purchaser's waiver of the contingency set forth in Section 9, above. The Purchaser and Seller shall deposit with CW Title and Escrow all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. The Purchaser and Seller agree to each pay one-half of the Closing fee. The Parties shall pay their own attorney's fees. Seller will pay for the cost of the Title Policy and the real estate excise tax. Purchaser shall pay for the preparation of the Statutory Warranty Deed and Excise Tax Affidavit to be prepared by Purchaser's attorney. Each party shall pay the prorated portion of real property taxes and irrigation assessments (based on the irrigation season) for the current year based on the date of Closing. Other items shall be paid according to the practice in Chelan County, Washington. For the purpose of the prorations, Purchaser will be deemed to be in title to the Property beginning at 12:01 a.m. on the closing date.

12. Date of Closing. For purposes of this agreement, the "date of Closing" or "Closing" shall be construed as the date upon which all appropriate documents are recorded and the proceeds of this sale are available for disbursement to Seller.

13. Possession. Seller shall deliver possession to Purchaser on Closing, subject to the lease agreement referenced in Section 10, above.

14. Default. Time is of the essence of this Agreement. If the Seller defaults (that is, fails to perform the acts required of it) in its contractual performance herein, the earnest money, without deduction or off-set, shall be refunded to the Purchaser, and Purchaser may bring suit for equitable relief, including specific performance, and seek damages arising from Seller's Default. If the Purchaser defaults, the earnest money, upon demand, shall be forfeited and paid to Seller as Seller's sole and exclusive remedy.

15. **Independent Counsel.** Seller acknowledges, understands and agrees that Purchaser is represented by Ogden Murphy Wallace, P.L.L.C.

16. **Brokerage Fees.** Parties represent that they have not incurred finder's fees, broker's fees or commissions, or similar obligations in connection with the Property which is the subject of this Agreement. Seller agrees to indemnify and hold the Purchaser, its agents, representatives, and advisors harmless from any claims or any such fees or commissions and all costs and expenses for defending any alleged claim therefor (including costs and attorney's fees on appeal, if any) arising out of the acts of the Seller, its agents or employees. Purchaser agrees to indemnify and hold the Seller, its agents, representatives, and advisors harmless from any claims or any such fees or commissions and all costs and expenses for defending any alleged claim therefor (including costs and attorney's fees on appeal, if any) arising out of the acts of the Purchaser, its agents or employees.

17. **Risk of Loss.** If prior to Closing, improvements on the Property shall be destroyed or materially damaged by fire or other casualty, this Agreement, at option of Purchaser, shall become null and void. If Purchaser elects to continue, all insurance proceeds, if any, shall be payable to Purchaser.

18. **Notices.** Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the Party received the notice. Notices shall be mailed or delivered as follows:

TO PURCHASER:	Port of Chelan County One Campbell Parkway, Suite A East Wenatchee, WA 98802 Attn: James M. Kuntz, Executive Director
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TO SELLER:	Craig and Claudia Quilter PO Box 224 Malaga, WA 98858
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19. **Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Chelan County, Washington.

20. **Successors.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the Parties.

21. **Encumbrance During Interim.** Seller may not financially encumber the Property prior to Closing, unless the encumbrance is discharged or satisfied at Closing.

22. **Survival.** Except for Sections 6 and 10, which shall survive Closing as binding representations and warranties of the Seller, the terms and conditions of this Agreement shall not survive Closing and shall merge with the recordation of the Statutory Warranty Deed.

23. **Attorney's Fees.** If any suit or proceeding is instituted by the Seller or the Purchaser arising from or related to this Agreement, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, each Party shall be responsible for its own attorney fees and costs incurred.

24. **Counterpart/Facsimile/E-mail.** This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, e-mail or other electronic means. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties. The facsimile, e-mail or electronic transmission of any signed original document, and retransmission thereof, shall be the same as delivery of an original. At the request of either party, or the closing agent, the parties will confirm facsimile, e-mail or electronically transmitted signatures by signing an original document.

25. **Corporate Authority; Binding Signatures.** Each of the individuals executing this Agreement on behalf of Purchaser or Seller warrant that they are an authorized signatory of the entity for which they are signing, and have sufficient authority to execute this Agreement.

26. **General Provisions.** Time is of the essence. There are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between Seller and Purchaser. Any and all modifications of this Agreement must be in writing and signed by both Parties in order to be binding on the Parties. Purchaser's rights under this Agreement may not be assigned. The "effective date of this Agreement" shall mean the date of the last signature set forth below.

DATED: _____

DATED: 02/17/23 _____

PURCHASER:

SELLER:

PORT OF CHELAN COUNTY

By: _____

James M. Kuntz, Executive Director

 *R Craig Quilter*

R. Craig Quilter

 *Claudia J Quilter* 02/17/23

Claudia Quilter

EXHIBIT "A"
Residential Lease Agreement

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (the "Agreement" or "Lease") is made and entered into this date by and between the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation ("Landlord"), and R. CRAIG QUILTER and CLAUDIA QUILTER, husband and wife ("Tenant"). Tenant and Landlord are sometimes referred to herein collectively as the "Parties," or individually as a "Party."

The Parties agree as follows:

1. **Premises.** The Port of Chelan County ("POCC") owns certain real property, located at 5235 Malaga Alcoa Highway, Malaga, Washington (the "Premises"). Landlord hereby leases to Tenant, and Tenant leases from Landlord, upon the terms and conditions included in this Lease, the Premises. The Premises consist of the residence and associated yard areas. Notwithstanding the POCC's ownership of the Premises, the POCC has delegated to the Chelan Douglas Regional Port Authority (identified herein as the Landlord) the authority to negotiate and sign leases, and to otherwise manage the Premises on behalf of the POCC.

2. **Term of Lease.** The term of this Lease shall extend for a period of eleven (11) months ("Term"), which period shall begin on the ____ day of _____, 2023 ("Commencement Date"). Either Party may terminate the Lease by written notice of sixty (60) days or more, preceding the end of any Term. The Tenant may surrender possession and terminate this Agreement at any time during the Term by providing Landlord written notice setting forth the date of termination.

3. **Rent.** Tenant shall occupy the Premises rent free during the Term. In the event Tenant remains in possession of the Premises after the Term, Tenant shall pay Landlord rent in the amount equal to Three Thousand and No/100 Dollars (\$3,000.00 US) per calendar month commencing on the expiration of the Term. If the expiration of the Term is a date other than the first day of the month, then the rent due and payable for the first month shall be prorated to reflect the number of days remaining in that month. Rent shall be due and payable in advance on or before the first day of each month.

3.1 **Place of Payment.** Rent shall be mailed or delivered to Landlord at One Campbell Parkway, Suite A, East Wenatchee, WA 98802 or at any other place designated by Landlord.

4. **Possession.** Tenant is entitled to possession of the Premises on the Commencement Date.

5. **Services; Utilities.** Tenant shall make all arrangements and pay for the following utilities: water, electricity, garbage, telephone, internet, cable, and any other utilities furnished

EXHIBIT

to the Premises by Tenant. Tenant shall be liable to reimburse Landlord for expenses incurred by Landlord on Tenant's behalf associated with any and all utility services to the Premises during any period the Tenant is in possession of the Premises, or during the duration of the Agreement, whichever is longer.

6. Repairs and Maintenance. Tenant shall keep the Premises in a neat, clean, and habitable condition. Landlord shall make all normal and necessary repairs and replacements to the Premises including, but not limited to, the piping, plumbing system, water system, window glass, fixtures, and electrical and mechanical systems used in connection with the Premises. Tenant shall be liable for and hereby agrees to reimburse Landlord for the actual costs of any maintenance or repair to the Premises which is necessitated by the negligence or other tortious action of Tenant or Tenant's guests or invitees which shall be due and payable to Landlord at the same time that the next month's rental payment is due. Landlord shall have the right, upon advance written notice as required by Section 24 of this Agreement, to inspect the Premises at reasonable times (and at least once every six months) to ensure the Premises are properly cleaned and maintained by the Tenant.

Tenant shall be responsible for maintaining landscaping associated with the Premises. The Tenant shall be solely responsible for any snow or ice removal to provide safe access to the Premises.

Tenant owns and shall be solely responsible for all appliances located in the Premises, including any repair, maintenance or replacement of said appliances.

7. Alterations and Improvements. Tenant shall not make any improvements to the Premises without Landlord's advance written consent, which consent shall not be unreasonably withheld. Tenant understands and agrees that the costs of these improvements will be borne solely by Tenant and further agrees that improvements, if made, will be considered fixtures and will become incorporated into the Premises.

8. Hazard Insurance. Landlord shall maintain insurance on the residence and any improvements that are in existence at the commencement of this Agreement against loss by fire or other hazards during the Term pursuant to an extended policy of hazard insurance. All proceeds or funds arising from any insurance claim shall belong solely to the Landlord.

9. Taxes and Assessments. Landlord shall pay all real property taxes and assessments against the Premises by Chelan County or other taxing district during the Term of this Agreement.

10. Loss or Destruction of Property. Tenant shall provide Tenant's own insurance for Tenant's personal property. Landlord shall not be responsible for fire, theft or any other damage to Tenant's personal property located on the Premises whether in a dwelling unit, garage, storage area or other areas owned and operated by Landlord outside the leased Premises. In the event the Premises, or any portion thereof, are lost or destroyed by fire or other occurrence at no fault of the Tenant, the Tenant shall have the option to immediately

EXHIBIT

terminate this Agreement or continue this Agreement and continue paying all rent payments required by this Agreement.

11. Surrender of Property. Upon the termination of this Agreement for any reason whatsoever, Tenant shall promptly vacate the Premises, remove Tenant’s personal property from the Premises, and deliver the Premises to Landlord in as good order and repair as said Premises were at the commencement of the Agreement. All improvements, additions to or alterations of the Premises, whether installed by Landlord or by Tenant remaining on the Premises after termination of this Agreement shall become the property of the Landlord.

12. Miscellaneous Restrictions.

12.1 Tenant shall not smoke or vape, or allow smoking or vaping within or near any structure on the Premises, absent the prior written consent of Landlord.

12.2 Tenant shall not act nor allow Tenant’s guests, agents, invitees, licensees, or immediate family to act in a manner that causes discomfort or inconvenience to others.

12.3 Tenant shall not keep animals or pets at the Premises without prior approval of the Landlord (which approval may be withheld).

12.4 Tenant shall not use lighted candles, incense, kerosene lamps, or portable heaters in the Premises, absent prior written consent of the Landlord.

12.5 Tenant shall promptly report to Landlord any and all leaks or damage to the Premises. Any loss, damage, or injury caused to persons or property resulting from Tenant’s failure to promptly report leaks or damage shall be the sole responsibility of Tenant.

13. Assignment and Subletting. Tenant shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of Landlord, which consent may be unreasonably and arbitrarily withheld. The Tenant shall continue to be primarily responsible for the Premises under this Agreement unless or until such time as the new lease agreement with the subtenant has been executed.

14. Use of Premises. Tenant shall use the Premises for single family residential purposes only. Tenant shall not use the Premises for the purpose of operating a business of any type, and shall not allow any unlawful use of the Premises. Tenant’s immediate family consisting of _____ (_____) persons and short-term guests may stay at the Premises. For the purpose of the Lease, “short-term” shall mean persons visiting Tenant who stay overnight or keep personal property at the Premises for five (5) days or less during a consecutive thirty (30) day period. For purposes of the Lease, “Tenant’s immediate family” shall include only the following persons:

Names:

Relation to Tenant:

EXHIBIT

15. Smoke Detector. Tenant acknowledges, and Landlord certifies that the Premises is equipped with a smoke detector, as required by RCW 43.44.110, and that the smoke detector has been tested, and is operable as of the execution of this Agreement. It is the Tenant's responsibility to maintain the smoke detector, as specified by the manufacturer, including the replacement of batteries, if required. Tenant's failure to properly maintain the smoke detector can result in punishment, including a fine, payable by Tenant, of not more than that \$200.00 pursuant to RCW 43.44.110.

16. Compliance with Law. Tenant shall comply with all laws and shall observe all applicable ordinances, laws and regulations pertaining to the Premises. Tenant agrees to maintain the Premises in a neat, sanitary and attractive condition and shall not commit or allow to be committed any waste upon the Premises or allow any public or private nuisance.

17. Indemnification. Tenant shall defend and indemnify Landlord and save Landlord harmless from and against any and all claims, demands, liabilities, damages, costs, or expenses, including attorney fees, arising from any act, omission, or negligence of Tenant, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in or about the Premises, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises, including any claim, loss or liability which may be caused or contributed to in whole or in part by Landlord's own negligence.

18. Covenants. Tenant shall comply with all covenants and other land use restrictions pertaining to the Premises. Tenant hereby represents and warrants that Landlord has provided Tenant with a copy of any applicable covenants.

19. Tenant's Default. Tenant shall be in default for any of the following circumstances:

19.1 Failure to pay any monetary obligation hereunder when due;

19.2 Failure to perform or abide by any other term, condition or obligation contained in this Agreement;

19.3 Failure to properly dispose from the Premises all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and assume all costs of extermination and fumigation for infestation caused by Tenant;

19.4 Failure to properly use and operate all electrical, gas, heating, plumbing, and other fixtures and systems associated with the Premises;

19.5 Intentional or negligent destruction or damage to any part of the Premises, or permit any member of his/her family, invitee, licensee, or any person acting under Tenant's control to do so;

19.6 Permitting a nuisance or common waste;

EXHIBIT

19.7 Failure to keep the Premises clean and sanitary;

19.8 Engaging in drug-related activity at or on the Premises or allowing a sub-tenant, sub-lessee, or anyone else to engage in drug-related activity at or on the Premises with the knowledge and consent of Tenant. "Drug-related activity" means activity which constitutes a violation of Chapter 60.41 or 69.42 of the Revised Code of Washington;

19.9 Engaging in gang related activity at or on the Premises or allowing a family member, invitee, licensee, guest, sub-tenant, sub-lessee, or anyone else to engage in gang-related activity at or on the Premises. "Gang related activity" is defined in RCW 59.18.030 to mean or include any activity that occurs within a gang or advances a gang purpose;

19.10 Failure to maintain the smoke detection device in accordance with the manufacturer's recommendations, including the replacement of batteries where required for the proper operation of the smoke detection device, as required by Chapter 48.48 of the Revised Code of Washington; or

19.11 Engaging in activity at the Premises that is: (1) immediately hazardous to the physical safety of other persons on the Premises and entails physical assault upon another person which results in an arrest or entails the unlawful use of a firearm as defined in RCW 9A.04.110 which results in arrest, including threatening another tenant or landlord with a firearm or other deadly weapon as defined by RCW 59.18.352.

20. Landlord's Remedies. In the event Tenant is in default under the terms of this Agreement, Landlord shall be entitled to exercise the following remedies:

20.1 If Tenant is in default for permitting a drug-related activity to occur on the Premises, Landlord shall have the right, upon three (3) days written notice to repossess the Premises, either by summary proceedings (i.e., unlawful detainer), or surrender, all in accordance with applicable law.

20.2 If Tenant is in default for permitting gang related activity to occur on the Premises, Landlord shall have the right, without additional notice, to repossess the Premises, either by summary proceedings (i.e. unlawful detainer), or surrender, all in accordance with applicable law.

20.3 Landlord shall have the right upon ten (10) days written notice to Tenant, specifying the default and if the default is not cured within such ten (10) days, to lawfully reenter possession of the property either by summary proceedings, surrender or otherwise, and dispossess or remove therefrom Tenant, and/or other occupants thereof, and their effects, all in accordance with applicable law.

20.4 Landlord shall have the right to exercise any and all other remedies provided by the Washington State Residential Landlord/Tenant Act (RCW 59.18), including termination of the lease.

EXHIBIT

21. **Non-Waiver.** Waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or of any other term, covenant, or condition herein contained.

22. **Right of Entry.** Except in the case of an emergency, Landlord may enter the Premises for purposes of making inspections, repairs, tests, showing the property, and other lawful reasons, with a minimum of forty-eight (48) hours advance written notice to the Tenant.

23. **AS-IS. NO WARRANTY.** TENANT ACKNOWLEDGES IT IS FAMILIAR WITH THE PROPERTY, HAS INVESTIGATED SAME, AND HAS BEEN PROVIDED WITH ADDITIONAL OPPORTUNITIES TO INVESTIGATE THE PROPERTY PRIOR TO THIS LEASE AGREEMENT. TENANT ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY ON ITS INSPECTION AND INVESTIGATION OF THE PROPERTY, AND ACCEPTS THE PROPERTY "AS IS, WHERE IS" IN ITS PRESENT CONDITION WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY LANDLORD OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF LANDLORD WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY. TENANT SHALL HAVE DETERMINED TO ITS SATISFACTION UPON EXECUTION OF THE LEASE AGREEMENT THAT THE PROPERTY CAN BE USED FOR THE PURPOSES TENANT INTENDS. TENANT ACKNOWLEDGES AND AGREES THAT NEITHER LANDLORD NOR LANDLORD'S AGENT HAVE MADE, NOR DO THEY MAKE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED.

24. **Time.** TIME IS OF THE ESSENCE IN THIS AGREEMENT.

25. **Binding on Heirs, Successors and Assigns.** All the covenants, agreement terms and conditions contained in this Agreement shall be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns.

26. **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.

27. **Incorporation.** This Agreement represents the entire Agreement of the Parties. Unless as 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. No alterations, changes or amendments to this Agreement will be binding upon either party unless such party has executed a written statement acknowledging such alterations, change or amendment.

28. **Remedies Accumulative.** The specified remedies to which Landlord and Tenant may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord and Tenant may be lawfully

EXHIBIT

entitled in case of any breach or threatened breach by Tenant or Landlord, as the case may be, of any provision of this Agreement. In addition to the other remedies provided in this Agreement, Landlord and Tenant shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Agreement.

29. Governing Law and Venue. This Agreement shall be governed by the laws of the state of Washington and venue from any action arising from this Agreement shall be Chelan County, Washington.

30. Change in Law. In the event there is a change in any state or federal law, regulation or rule or interpretation thereof, which exempts leases entered into pursuant to a purchase and sale agreement (i.e. purchase with a "lease-back") from the requirements or application of the Residential Landlord/Tenant Act (Chapter 59.18 RCW) as existing or amended, then the terms of this Agreement, which was entered into pursuant to a purchase and sale of the Premises with lease-back to the Tenant, shall be governed by the new or changed laws or regulations.

31. Counterpart and Facsimile Signatures. This Agreement may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile shall be deemed valid execution of this Agreement, binding on the Parties.

32. Construction. Throughout this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine, wherever the context so requires. This Agreement has been submitted to the scrutiny of all the Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its word, without consideration to or weight being given to its being drafted by any party or its counsel. Paragraph headings are for convenience only and shall not be considered when interpreting this Agreement.

LANDLORD:

TENANT(S):

CHELAN DOUGLAS REGIONAL PORT
AUTHORITY

By: **EXHIBIT** _____

James M. Kuntz, Chief Executive Officer

Date: _____

EXHIBIT _____

R. Craig Quilter

Date: _____

EXHIBIT _____

Claudia Quilter

Date: _____

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement"), made this date, is by and between the PORT OF CHELAN COUNTY, a Washington municipal corporation ("Purchaser"), and JEFFREY QUILTER and MELISSA QUILTER, husband and wife ("Seller"). Individually the Purchaser and Seller may be referred to herein as a "Party" or collectively as the "Parties."

1. Agreement/Property. Seller agrees to sell and Purchaser agrees to purchase Seller's interest in real property located in the county of Chelan, state of Washington and more particularly described as follows (the "Property"):

LOT 1, AS DELINEATED ON SCHOENWALD SHORT PLAT NO. 1673, CHELAN COUNTY, WASHINGTON, RECORDED MAY 4, 1988 IN BOOK SP-5 OF SHORT PLATS, PAGE 52.

TOGETHER WITH THE RIGHT TO USE AND SHARE FOR DOMESTIC PURPOSES ONLY IN THAT CERTAIN DOMESTIC WATER NOW OBTAINED FROM A SPRING AND WHICH IS PRESENTLY SHARED WITH THE CHELAN COUNTY PEACE OFFICERS' ASSOCIATION AND MELTON, MORE PARTICULARLY DESCRIBED IN THAT CERTAIN ASSIGNMENT OF LICENSE DATED NOVEMBER 18, 1986 AND RECORDED IN BOOK 868, PAGE 293; RECORDS OF CHELAN COUNTY AUDITOR.

Together with all water rights, permits, claims, shares in public or private irrigation districts or companies, rights to water and the like appurtenant to or associated with the above-described property.

Together with the 1977 mobile home located on the above Property.

The Parties agree that the above legal description will be revised to be consistent with preliminary commitment for title insurance (please see Section 5.2, below).

Assessor's Parcel No. 222135120150.

The Property is commonly known as 5251 Malaga Alcoa Highway, Malaga, Washington 98828.

1.1 Excluded Property. All personal property is excluded from this transaction, including appliances located within the residence on the Property; provided that Seller must remove the personal property prior to end of the lease agreement set forth in Section 10 of this Agreement. In the event any personal property remains on the Property upon the termination of the lease agreement set forth in Section 10, then the title and ownership of said personal property

shall automatically vest in the Purchaser for no additional cost, and Seller agrees to sign any and all documents reasonably requested by Purchaser to vest title in the personal property in the Seller at the end of the lease agreement. Seller agrees to indemnify and hold Purchaser harmless from and against all claims, costs, expenses and damages, of any kind or nature (including reasonable attorney fees and costs), arising from or related to the removal of any improvements from the Property after Closing by Seller, or anyone acting by and through the Seller, including agents, employees, family members, or anyone performing any work related to the removal of the improvements.

2. Earnest Money. Purchaser shall pay to CW Title and Escrow earnest money in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), within five (5) business days of the effective date of this Agreement. Earnest money shall be in the form of a check made payable to CW Title and Escrow (Wenatchee office) and credited to the purchase price at Closing, as defined herein. The earnest money is non-refundable, except as set forth in Section 5.2 (Title), Section 9 (Feasibility Contingency) and Section 13 (Default), below.

3. Purchase Price. The total purchase price shall be Seven Hundred Thousand and No/100 Dollars (\$700,000.00 US), payable in cash at Closing, as defined herein.

4. Deed. At Closing, the Seller shall sign, execute, and deliver a Statutory Warranty Deed for the Property to Purchaser and/or Closing agent, subject to those matters set forth in Section 5, below.

5. Title.

5.1 The following shall not be considered encumbrances or defects of title (hereafter "Permitted Exceptions"):

5.1.1 Rights reserved in federal patents or state deeds, and building or use restrictions general to the area;

5.1.2 Existing easements, conditions, restrictions, covenants, and matters of record not materially impacting Purchaser's intended use of the Property; and

5.1.3 General real estate taxes assessed against the Property not due and payable.

5.2 Seller shall make available to Purchaser a preliminary commitment for title insurance ("Title Commitment") issued by CW Title and Escrow. Purchaser shall give written notice to Seller within thirty (30) calendar days of Purchaser's actual receipt of the Title Commitment (including copies of all special exceptions) of any defects or encumbrances, other than Permitted Exceptions specified in Section 5.1, in Seller's title to which Purchaser objects (the "Objection"). Seller shall exercise reasonable good faith to attempt to remove matters to which an objection is made. If Seller is unable to cure the defects objected to by Purchaser within twenty (20) calendar days after receipt of the Objection, unless the time is extended in writing, then Purchaser may

elect, as its exclusive remedy, either to waive such defects, or to terminate this Agreement and receive a refund of the earnest money.

5.3 At Closing, Seller shall provide an "owner's affidavit" or similar document on a form provided by the title company, if requested by Purchaser or the title company to provide the owner's title policy consistent with this Section 5. Seller shall deliver to Purchaser at or within a reasonable period following Closing, a standard owner's policy of title insurance (the "Title Policy") containing no exceptions other than the customary form printed exceptions ("Standard Exceptions"), the exceptions in Section 5.1 (Permitted Exceptions), the exceptions listed in the Title Commitment that Purchaser has accepted pursuant to Section 5.2, if any ("Accepted Exceptions"). Seller shall pay the cost of the Title Policy at Closing.

5.4 At or before Closing, Seller shall eliminate the vehicle title to the mobile home so that the mobile home will be treated as real property for purposes of this transaction.

5.5 If this transaction does not close, and this Agreement is terminated, the Purchaser shall be responsible for the cancellation or other fee associated with the Title Commitment.

6. Representations of Seller. Effective as of the date of this Agreement and as of the date of Closing, Seller represents, and warrants to Purchaser, as follows:

6.1 That Seller is not aware of any material facts adversely affecting the Property which have not been disclosed in writing to the Purchaser.

6.2 There are no underground storage tanks beneath the Property.

6.3 That Seller shall maintain the Property in its present or better condition until Closing.

6.4 That the Property contains no leased or encumbered personal property or fixtures.

6.5 ~~That there are no wells or septic systems located on the Property.~~

6.6 That Seller owns good and marketable title to the Property. There are no adverse or other parties in possession of the Property, or of any party thereof.

6.7 There are no pending or threatened (in writing, or otherwise) actions, suits, arbitrations, claims, investigations or legal, administrative or other proceedings (a) with respect to or in any manner affecting or involving the title to or condition of the Property, including, but not limited to, any condemnation action, proceeding to impose an assessment district, zoning change proceeding or development moratorium; or (b) to which Seller is or may be a party by reason of Seller's ownership, use, or operation of the Property.

6.8 There are no leases, subleases, rental agreements, licenses or other agreements for the lease or occupancy of any portion of the Property. Seller is not in default under any easements, covenants, conditions, restrictions, declarations or other encumbrances on title to the Property.

6.9 Seller has not received any written notices from any governmental authority with respect to any violation or alleged violation of any law relating to the use, condition or operation of the Property, which violation remains uncured.

6.10 Seller has not used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property or transported to or from the Property, any Hazardous Material in violation of state and federal laws and regulations nor, has Seller allowed any other person or entity to do so; that no Hazardous Materials have been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property in violation of Law nor transported to or from the Property in violation of Law by any entity or person or from any source.

6.11 (i) the Property has not been used as a landfill, waste storage or disposal site, nor have any chemicals, petroleum products, or toxic, hazardous or dangerous wastes or substances been released on or under the Property, (ii) nor is the ground water system under the Property contaminated by any such substance, (iii) there are no underground storage tanks located on the Property, (iv) no spill, release, discharge or disposal of hazardous or toxic substances has occurred on the Property, and (v) no petroleum products have been released, discharged, disposed or spilled on the Property.

6.12 There are no material defects to the Property and there are no agreements, restrictions or conditions that would prevent the use of the Property for Purchaser's intended use.

7. Disclosure Statement. Seller shall provide Purchaser a complete and signed disclosure statement as required by Chapter 64.06 RCW within ten (10) calendar days of the effective date of this Agreement for Purchaser's review.

8. Modification/Waivers. To be effective and binding upon the Parties hereto, all modifications or waivers of any condition of this Agreement shall be in writing and signed by the Parties.

9. Feasibility Contingency. Purchaser (its agents, contractors, consultants, agents and business prospects, hereafter "Representatives") shall have ninety (90) days from the effective date of this Agreement to review the feasibility of purchasing the Property and to conduct whatever inspections and investigations the Purchaser or the Representatives deem appropriate. The Purchaser may conduct a "phase 1, environmental assessment", or its equivalent, and Seller agrees to cooperate and provide the necessary information reasonably requested by Purchaser and its consultants to complete said environmental assessment. The Purchaser and the Representatives shall have the right to enter the Property to conduct inspections and investigation, provided that Purchaser shall be solely responsible for restoring the Property to the condition that reasonably existed prior to said entry. The Purchaser shall be responsible for any and all damage caused to the Property arising from or related to said inspection and investigation and agrees to indemnify and hold the Seller harmless in this regard. At any time during the ninety (90) day feasibility period, the Purchaser may provide a written notice to Seller waiving this contingency. This contingency shall be deemed to have

failed if Purchaser does not timely provide the written notice to Seller waiving this contingency; in which event, this Agreement shall terminate and be of no further force or effect between the Parties, and the earnest money shall be refunded to the Purchaser.

9.1 The Purchaser desires to rezone the Property. The Seller agrees to cooperate and support Purchaser efforts to rezone the Property. Seller agrees to sign all documents requested by Purchaser to apply for and process a Chelan County comprehensive plan amendment to rezone the Property to a new zoning designation or designations selected by Purchaser.

10. Post-Closing Possession. Seller will retain possession of the Property after Closing according to the terms and conditions of a lease agreement to be entered by the Parties at Closing. The lease agreement to be entered by the Parties at Closing is substantially set forth in attached Exhibit "A", which is incorporated herein by this reference. The Parties agree that the lease agreement is an accommodation requested by the Seller. In the event there is a change in law prior to closing that would exempt the lease agreement from the standard landlord-tenant laws, then the Parties agree that the lease agreement shall be exempt from said laws.

11. Time for Closing - Responsibilities of Parties – Costs. The Closing of this transaction shall occur at CW Title and Escrow (Wenatchee office) upon the satisfaction of all contingencies, but, in no event, later than thirty days following the Seller's waiver of the contingency set forth in Section 9, above. The Purchaser and Seller shall deposit with CW Title and Escrow all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. The Purchaser and Seller agree to each pay one-half of the Closing fee. The Parties shall pay their own attorney's fees. Seller will pay for the cost of the Title Policy and the real estate excise tax. Purchaser shall pay for the preparation of the Statutory Warranty Deed and Excise Tax Affidavit to be prepared by Purchaser's attorney. Each party shall pay the prorated portion of real property taxes and irrigation assessments (based on the irrigation season) for the current year based on the date of Closing. Other items shall be paid according to the practice in Chelan County, Washington. For the purpose of the prorations, Purchaser will be deemed to be in title to the Property beginning at 12:01 a.m. on the closing date.

12. Date of Closing. For purposes of this agreement, the "date of Closing" or "Closing" shall be construed as the date upon which all appropriate documents are recorded and the proceeds of this sale are available for disbursement to Seller.

13. Possession. Seller shall deliver possession to Purchaser on Closing, subject to the lease agreement referenced in Section 10, above.

14. Default. Time is of the essence of this Agreement. If the Seller defaults (that is, fails to perform the acts required of it) in its contractual performance herein, the earnest money, without deduction or off-set, shall be refunded to the Purchaser, and Purchaser may bring suit for equitable relief, including specific performance, and seek damages arising from Seller's Default. If the Purchaser defaults, the earnest money, upon demand, shall be forfeited and paid to Seller as Seller's sole and exclusive remedy.

22. Survival. Except for Sections 6 and 10, which shall survive Closing as binding representations and warranties of the Seller, the terms and conditions of this Agreement shall not survive Closing and shall merge with the recordation of the Statutory Warranty Deed.

23. Attorney's Fees. If any suit or proceeding is instituted by the Seller or the Purchaser arising from or related to this Agreement, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, each Party shall be responsible for its own attorney fees and costs incurred.

24. Counterpart/Facsimile/E-mail. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, e-mail or other electronic means. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties. The facsimile, e-mail or electronic transmission of any signed original document, and retransmission thereof, shall be the same as delivery of an original. At the request of either party, or the closing agent, the parties will confirm facsimile, e-mail or electronically transmitted signatures by signing an original document.

25. Corporate Authority; Binding Signatures. Each of the individuals executing this Agreement on behalf of Purchaser or Seller warrant that they are an authorized signatory of the entity for which they are signing, and have sufficient authority to execute this Agreement.

26. General Provisions. Time is of the essence. There are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between Seller and Purchaser. Any and all modifications of this Agreement must be in writing and signed by both Parties in order to be binding on the Parties. Purchaser's rights under this Agreement may not be assigned. The "effective date of this Agreement" shall mean the date of the last signature set forth below.

DATED: _____

DATED: 02/22/23


PURCHASER:

SELLER:

PORT OF CHELAN COUNTY

By: _____

James M. Kuntz, Executive Director

 *Jeffrey Quilter* 02/22/23

Jeffrey Quilter

 *Melissa Quilter* 02/22/23

Melissa Quilter

EXHIBIT "A"
Residential Lease Agreement

RESIDENTIAL LEASE AGREEMENT

THIS RESIDENTIAL LEASE AGREEMENT (the "Agreement" or "Lease") is made and entered into this date by and between the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation ("Landlord"), and JEFFREY QUILTER and MELISSA QUILTER, husband and wife ("Tenant"). Tenant and Landlord are sometimes referred to herein collectively as the "Parties," or individually as a "Party."

The Parties agree as follows:

1. Premises. The Port of Chelan County ("POCC") owns certain real property, located at 5251 Malaga Alcoa Highway, Malaga, Washington (the "Premises"). Landlord hereby leases to Tenant, and Tenant leases from Landlord, upon the terms and conditions included in this Lease, the Premises. The Premises consist of the residence and associated yard areas. Notwithstanding the POCC's ownership of the Premises, the POCC has delegated to the Chelan Douglas Regional Port Authority (identified herein as the Landlord) the authority to negotiate and sign leases, and to otherwise manage the Premises on behalf of the POCC.

2. Term of Lease. The term of this Lease shall extend for a period of eleven (11) months ("Term"), which period shall begin on the ____ day of _____, 2023 ("Commencement Date"). Either Party may terminate the Lease by written notice of sixty (60) days or more, preceding the end of any Term. The Tenant may surrender possession and terminate this Agreement at any time during the Term by providing Landlord written notice setting forth the date of termination.

3. Rent. Tenant shall occupy the Premises rent free during the Term. In the event Tenant remains in possession of the Premises after the Term, Tenant shall pay Landlord rent in the amount equal to Three Thousand and No/100 Dollars (\$3,000.00 US) per calendar month commencing on the expiration of the Term. If the expiration of the Term is a date other than the first day of the month, then the rent due and payable for the first month shall be prorated to reflect the number of days remaining in that month. Rent shall be due and payable in advance on or before the first day of each month.

3.1 Place of Payment. Rent shall be mailed or delivered to Landlord at One Campbell Parkway, Suite A, East Wenatchee, WA 98802 or at any other place designated by Landlord.

4. Possession. Tenant is entitled to possession of the Premises on the Commencement Date.

5. Services; Utilities. Tenant shall make all arrangements and pay for the following utilities: water, electricity, garbage, telephone, internet, cable, and any other utilities furnished

EXHIBIT

to the Premises by Tenant. Tenant shall be liable to reimburse Landlord for expenses incurred by Landlord on Tenant's behalf associated with any and all utility services to the Premises during any period the Tenant is in possession of the Premises, or during the duration of the Agreement, whichever is longer.

6. Repairs and Maintenance. Tenant shall keep the Premises in a neat, clean, and habitable condition. Landlord shall make all normal and necessary repairs and replacements to the Premises including, but not limited to, the piping, plumbing system, water system, window glass, fixtures, and electrical and mechanical systems used in connection with the Premises. Tenant shall be liable for and hereby agrees to reimburse Landlord for the actual costs of any maintenance or repair to the Premises which is necessitated by the negligence or other tortious action of Tenant or Tenant's guests or invitees which shall be due and payable to Landlord at the same time that the next month's rental payment is due. Landlord shall have the right, upon advance written notice as required by Section 24 of this Agreement, to inspect the Premises at reasonable times (and at least once every six months) to ensure the Premises are properly cleaned and maintained by the Tenant.

Tenant shall be responsible for maintaining landscaping associated with the Premises. The Tenant shall be solely responsible for any snow or ice removal to provide safe access to the Premises.

Tenant owns and shall be solely responsible for all appliances located in the Premises, including any repair, maintenance or replacement of said appliances.

7. Alterations and Improvements. Tenant shall not make any improvements to the Premises without Landlord's advance written consent, which consent shall not be unreasonably withheld. Tenant understands and agrees that the costs of these improvements will be borne solely by Tenant and further agrees that improvements, if made, will be considered fixtures and will become incorporated into the Premises.

8. Hazard Insurance. Landlord shall maintain insurance on the residence and any improvements that are in existence at the commencement of this Agreement against loss by fire or other hazards during the Term pursuant to an extended policy of hazard insurance. All proceeds or funds arising from any insurance claim shall belong solely to the Landlord.

9. Taxes and Assessments. Landlord shall pay all real property taxes and assessments against the Premises by Chelan County or other taxing district during the Term of this Agreement.

10. Loss or Destruction of Property. Tenant shall provide Tenant's own insurance for Tenant's personal property. Landlord shall not be responsible for fire, theft or any other damage to Tenant's personal property located on the Premises whether in a dwelling unit, garage, storage area or other areas owned and operated by Landlord outside the leased Premises. In the event the Premises, or any portion thereof, are lost or destroyed by fire or other occurrence at no fault of the Tenant, the Tenant shall have the option to immediately

EXHIBIT

terminate this Agreement or continue this Agreement and continue paying all rent payments required by this Agreement.

11. Surrender of Property. Upon the termination of this Agreement for any reason whatsoever, Tenant shall promptly vacate the Premises, remove Tenant’s personal property from the Premises, and deliver the Premises to Landlord in as good order and repair as said Premises were at the commencement of the Agreement. All improvements, additions to or alterations of the Premises, whether installed by Landlord or by Tenant remaining on the Premises after termination of this Agreement shall become the property of the Landlord.

12. Miscellaneous Restrictions.

12.1 Tenant shall not smoke or vape, or allow smoking or vaping within or near any structure on the Premises, absent the prior written consent of Landlord.

12.2 Tenant shall not act nor allow Tenant’s guests, agents, invitees, licensees, or immediate family to act in a manner that causes discomfort or inconvenience to others.

12.3 Tenant shall not keep animals or pets at the Premises without prior approval of the Landlord (which approval may be withheld).

12.4 Tenant shall not use lighted candles, incense, kerosene lamps, or portable heaters in the Premises, absent prior written consent of the Landlord.

12.5 Tenant shall promptly report to Landlord any and all leaks or damage to the Premises. Any loss, damage, or injury caused to persons or property resulting from Tenant’s failure to promptly report leaks or damage shall be the sole responsibility of Tenant.

13. Assignment and Subletting. Tenant shall not assign this Agreement or sublet any portion of the Premises without the prior written consent of Landlord, which consent may be unreasonably and arbitrarily withheld. The Tenant shall continue to be primarily responsible for the Premises under this Agreement unless or until such time as the new lease agreement with the subtenant has been executed.

14. Use of Premises. Tenant shall use the Premises for single family residential purposes only. Tenant shall not use the Premises for the purpose of operating a business of any type, and shall not allow any unlawful use of the Premises. Tenant’s immediate family consisting of _____ (_____) persons and short-term guests may stay at the Premises. For the purpose of the Lease, “short-term” shall mean persons visiting Tenant who stay overnight or keep personal property at the Premises for five (5) days or less during a consecutive thirty (30) day period. For purposes of the Lease, “Tenant’s immediate family” shall include only the following persons:

Names:

Relation to Tenant:

EXHIBIT

15. Smoke Detector. Tenant acknowledges, and Landlord certifies that the Premises is equipped with a smoke detector, as required by RCW 43.44.110, and that the smoke detector has been tested, and is operable as of the execution of this Agreement. It is the Tenant's responsibility to maintain the smoke detector, as specified by the manufacturer, including the replacement of batteries, if required. Tenant's failure to properly maintain the smoke detector can result in punishment, including a fine, payable by Tenant, of not more than that \$200.00 pursuant to RCW 43.44.110.

16. Compliance with Law. Tenant shall comply with all laws and shall observe all applicable ordinances, laws and regulations pertaining to the Premises. Tenant agrees to maintain the Premises in a neat, sanitary and attractive condition and shall not commit or allow to be committed any waste upon the Premises or allow any public or private nuisance.

17. Indemnification. Tenant shall defend and indemnify Landlord and save Landlord harmless from and against any and all claims, demands, liabilities, damages, costs, or expenses, including attorney fees, arising from any act, omission, or negligence of Tenant, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in or about the Premises, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises, including any claim, loss or liability which may be caused or contributed to in whole or in part by Landlord's own negligence.

18. Covenants. Tenant shall comply with all covenants and other land use restrictions pertaining to the Premises. Tenant hereby represents and warrants that Landlord has provided Tenant with a copy of any applicable covenants.

19. Tenant's Default. Tenant shall be in default for any of the following circumstances:

19.1 Failure to pay any monetary obligation hereunder when due;

19.2 Failure to perform or abide by any other term, condition or obligation contained in this Agreement;

19.3 Failure to properly dispose from the Premises all rubbish, garbage, and other organic or flammable waste, in a clean and sanitary manner at reasonable and regular intervals, and assume all costs of extermination and fumigation for infestation caused by Tenant;

19.4 Failure to properly use and operate all electrical, gas, heating, plumbing, and other fixtures and systems associated with the Premises;

19.5 Intentional or negligent destruction or damage to any part of the Premises, or permit any member of his/her family, invitee, licensee, or any person acting under Tenant's control to do so;

19.6 Permitting a nuisance or common waste;

EXHIBIT

19.7 Failure to keep the Premises clean and sanitary;

19.8 Engaging in drug-related activity at or on the Premises or allowing a sub-tenant, sub-lessee, or anyone else to engage in drug-related activity at or on the Premises with the knowledge and consent of Tenant. "Drug-related activity" means activity which constitutes a violation of Chapter 60.41 or 69.42 of the Revised Code of Washington;

19.9 Engaging in gang related activity at or on the Premises or allowing a family member, invitee, licensee, guest, sub-tenant, sub-lessee, or anyone else to engage in gang-related activity at or on the Premises. "Gang related activity" is defined in RCW 59.18.030 to mean or include any activity that occurs within a gang or advances a gang purpose;

19.10 Failure to maintain the smoke detection device in accordance with the manufacturer's recommendations, including the replacement of batteries where required for the proper operation of the smoke detection device, as required by Chapter 48.48 of the Revised Code of Washington; or

19.11 Engaging in activity at the Premises that is: (1) immediately hazardous to the physical safety of other persons on the Premises and entails physical assault upon another person which results in an arrest or entails the unlawful use of a firearm as defined in RCW 9A.04.110 which results in arrest, including threatening another tenant or landlord with a firearm or other deadly weapon as defined by RCW 59.18.352.

20. Landlord's Remedies. In the event Tenant is in default under the terms of this Agreement, Landlord shall be entitled to exercise the following remedies:

20.1 If Tenant is in default for permitting a drug-related activity to occur on the Premises, Landlord shall have the right, upon three (3) days written notice to repossess the Premises, either by summary proceedings (i.e., unlawful detainer), or surrender, all in accordance with applicable law.

20.2 If Tenant is in default for permitting gang related activity to occur on the Premises, Landlord shall have the right, without additional notice, to repossess the Premises, either by summary proceedings (i.e. unlawful detainer), or surrender, all in accordance with applicable law.

20.3 Landlord shall have the right upon ten (10) days written notice to Tenant, specifying the default and if the default is not cured within such ten (10) days, to lawfully reenter possession of the property either by summary proceedings, surrender or otherwise, and dispossess or remove therefrom Tenant, and/or other occupants thereof, and their effects, all in accordance with applicable law.

20.4 Landlord shall have the right to exercise any and all other remedies provided by the Washington State Residential Landlord/Tenant Act (RCW 59.18), including termination of the lease.

EXHIBIT

21. Non-Waiver. Waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or of any other term, covenant, or condition herein contained.

22. Right of Entry. Except in the case of an emergency, Landlord may enter the Premises for purposes of making inspections, repairs, tests, showing the property, and other lawful reasons, with a minimum of forty-eight (48) hours advance written notice to the Tenant.

23. AS-IS. NO WARRANTY. TENANT ACKNOWLEDGES IT IS FAMILIAR WITH THE PROPERTY, HAS INVESTIGATED SAME, AND HAS BEEN PROVIDED WITH ADDITIONAL OPPORTUNITIES TO INVESTIGATE THE PROPERTY PRIOR TO THIS LEASE AGREEMENT. TENANT ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY ON ITS INSPECTION AND INVESTIGATION OF THE PROPERTY, AND ACCEPTS THE PROPERTY "AS IS, WHERE IS" IN ITS PRESENT CONDITION WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY LANDLORD OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF LANDLORD WITH RESPECT TO THE PHYSICAL CONDITION OF THE PROPERTY. TENANT SHALL HAVE DETERMINED TO ITS SATISFACTION UPON EXECUTION OF THE LEASE AGREEMENT THAT THE PROPERTY CAN BE USED FOR THE PURPOSES TENANT INTENDS. TENANT ACKNOWLEDGES AND AGREES THAT NEITHER LANDLORD NOR LANDLORD'S AGENT HAVE MADE, NOR DO THEY MAKE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED.

24. Time. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

25. Binding on Heirs, Successors and Assigns. All the covenants, agreement terms and conditions contained in this Agreement shall be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns.

26. 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.

27. Incorporation. This Agreement represents the entire Agreement of the Parties. Unless as 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. No alterations, changes or amendments to this Agreement will be binding upon either party unless such party has executed a written statement acknowledging such alterations, change or amendment.

28. Remedies Accumulative. The specified remedies to which Landlord and Tenant may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord and Tenant may be lawfully

EXHIBIT

entitled in case of any breach or threatened breach by Tenant or Landlord, as the case may be, of any provision of this Agreement. In addition to the other remedies provided in this Agreement, Landlord and Tenant shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Agreement.

~~29. **Costs and Attorneys' Fees.** In the event Landlord obtains the services of an attorney to review any modification or other transaction relating to this Agreement proposed by Tenant, then Tenant shall reimburse Landlord for Landlord's reasonable attorneys' fees occasioned thereby. If the Landlord employs the services of an attorney for assistance in enforcing its rights, regardless of whether or not a lawsuit is filed, Tenant shall reimburse the Landlord for any attorneys' fees incurred. In the event any proceeding is instituted, including any bankruptcy or arbitration proceeding, arising directly or indirectly out of this Agreement, the substantially losing party shall pay to the substantially prevailing party its reasonable attorneys' fees, together with all costs and expenses, which may reasonably be incurred in taking such action, including, but not limited to, costs incurred in searching records, expert witness fees, anticipated post-judgment collection services, and including any such fees and costs incurred in any appeal of any proceedings. Such sums shall be in addition to all other sums provided by law.~~

30. **Governing Law and Venue.** This Agreement shall be governed by the laws of the state of Washington and venue from any action arising from this Agreement shall be Chelan County, Washington.

31. **Change in Law.** In the event there is a change in any state or federal law, regulation or rule or interpretation thereof, which exempts leases entered into pursuant to a purchase and sale agreement (i.e. purchase with a "lease-back") from the requirements or application of the Residential Landlord/Tenant Act (Chapter 59.18 RCW) as existing or amended, then the terms of this Agreement, which was entered into pursuant to a purchase and sale of the Premises with lease-back to the Tenant, shall be governed by the new or changed laws or regulations.

32. **Counterpart and Facsimile Signatures.** This Agreement may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile shall be deemed valid execution of this Agreement, binding on the Parties.

[The remainder of this page left blank intentionally]

EXHIBIT

33. Construction. Throughout this Agreement, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine, wherever the context so requires. This Agreement has been submitted to the scrutiny of all the Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its word, without consideration to or weight being given to its being drafted by any party or its counsel. Paragraph headings are for convenience only and shall not be considered when interpreting this Agreement.

LANDLORD:

TENANT(S):

CHELAN DOUGLAS REGIONAL PORT
AUTHORITY

By: **EXHIBIT**
James M. Kuntz, Chief Executive Officer

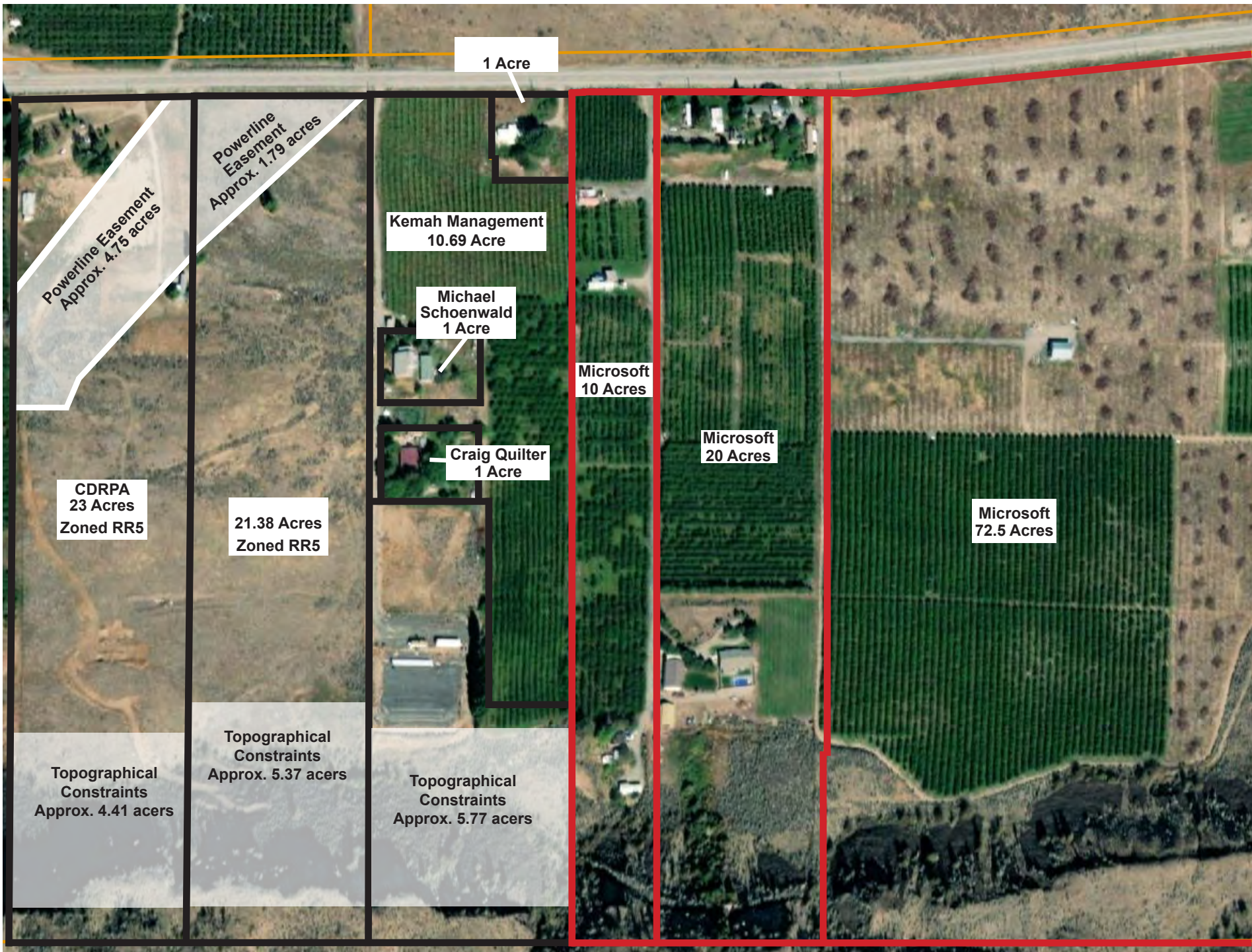
EXHIBIT
Jeffrey Quilter

Date: _____

Date: _____

EXHIBIT
Melissa Quilter

Date: _____



Memo

To: Board of Directors

From:  Jim Kuntz

Date: February 23rd, 2023

Re: The Trades District

At the last Board meeting you requested an update on the Budget and Financial projections for the Trades District. Please find attached. Staff will review at the meeting.

As it pertains to the drawings, please note this is a very simple rendering that shows building sizing. There is a lot more architectural detail that will follow.

The Trades District at Pangborn Airport

Revised Cost Estimate as of 02-14-23

Estimated Costs (21,084 sq. ft.)

Design West Estimated Construction Costs (See Note 1)	\$10,603,888.00
A&E Fees (Includes Construction Admin)	<u>\$ 1,125,000.00</u>
Total Cost Estimate	\$11,728,888.00

Financial Commitments

EDA Grant	\$ 4,990,967.00
Regional Port (via CERB Loan)	\$ 2,500,000.00
State Capital Budget	<u>\$ 2,950,000.00</u>
Total Financial Commitments	\$10,440,967.00

Remaining Funds Needed (\$ 1,287,921.00)

Note 1:

- Construction cost estimate based on schematic design and includes a 10% design contingency and 9% annual inflation factor.
- A revised construction cost estimate will be prepared at the end of design development.
- If needed, project will undergo value engineering process to reduce costs.

The Trades District Proforma

Year One Projection

REVENUE:

Rent	\$	139,154.40
10% Vacancy Rate	\$	<u>(13,915.44)</u>
Net Rent	\$	125,238.96

EXPENSES:

CERB Loan	\$	170,000.00
Net Result	\$	<u><u>(44,761.04)</u></u>

Year Two Projection

REVENUE:

Rent	\$	164,455.20
10% Vacancy Rate	\$	<u>(16,445.52)</u>
Net Rent	\$	148,009.68

EXPENSES:

CERB Loan	\$	170,000.00
Net Result	\$	<u><u>(21,990.32)</u></u>

Year Three Projection

REVENUE:

Rent	\$	189,756.00
10% Vacancy Rate	\$	<u>(18,975.60)</u>
Net Rent	\$	170,780.40

EXPENSES:

CERB Loan	\$	170,000.00
Net Result	\$	<u><u>780.40</u></u>

Year Four Projection

REVENUE:

Rent	\$	215,056.80
10% Vacancy Rate	\$	<u>(21,505.68)</u>
Net Rent	\$	193,551.12

EXPENSES:

CERB Loan	\$	170,000.00
Net Result	\$	<u><u>23,551.12</u></u>

Year Five Projection

REVENUE:

Rent	\$	240,357.60
10% Vacancy Rate	\$	<u>(24,035.76)</u>
Net Rent	\$	216,321.84

EXPENSES:

CERB Loan	\$	170,000.00
Net Result	\$	<u><u>46,321.84</u></u>

Five Year Summary

REVENUES:	\$	853,902.00
EXPENSES:	\$	850,000.00
Net Result	\$	<u>3,902.00</u>

Note: 10% Vacancy Lost Revenue Total = \$ (94,878.00)



PARKING COUNT: 58 TOTAL
38 EXTERNAL DRIVE, 20 INTERNAL

- XERISCAPE PLANTINGS
- LAWN
- SHADE STRUCTURE, TYP.
- GRAVEL PAVING FOR 3-4 FOOD TRUCKS

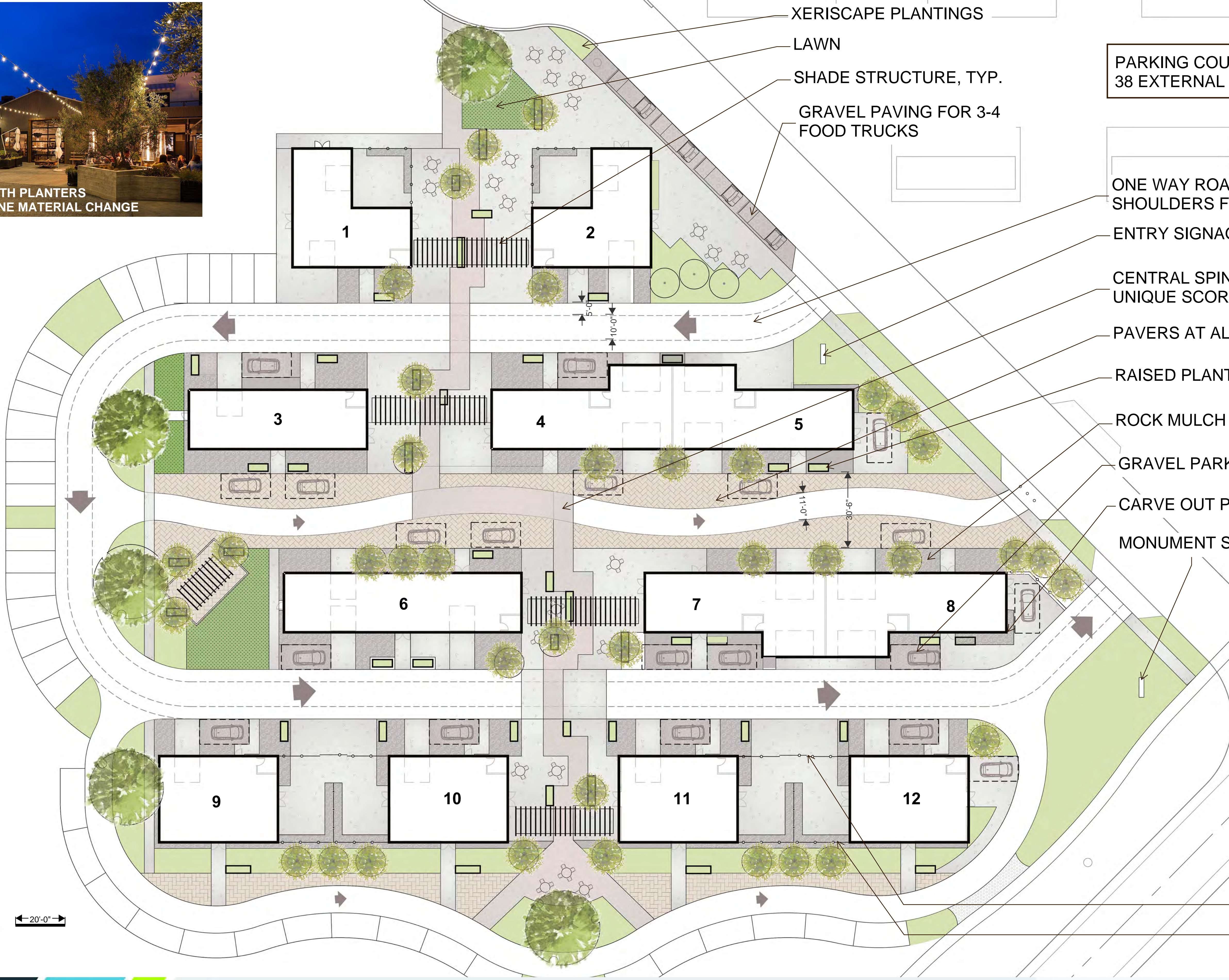
ONE WAY ROAD. 10' MAIN DRIVE WITH 5' WIDE SHOULDERS FOR PEDESTRIAN USE

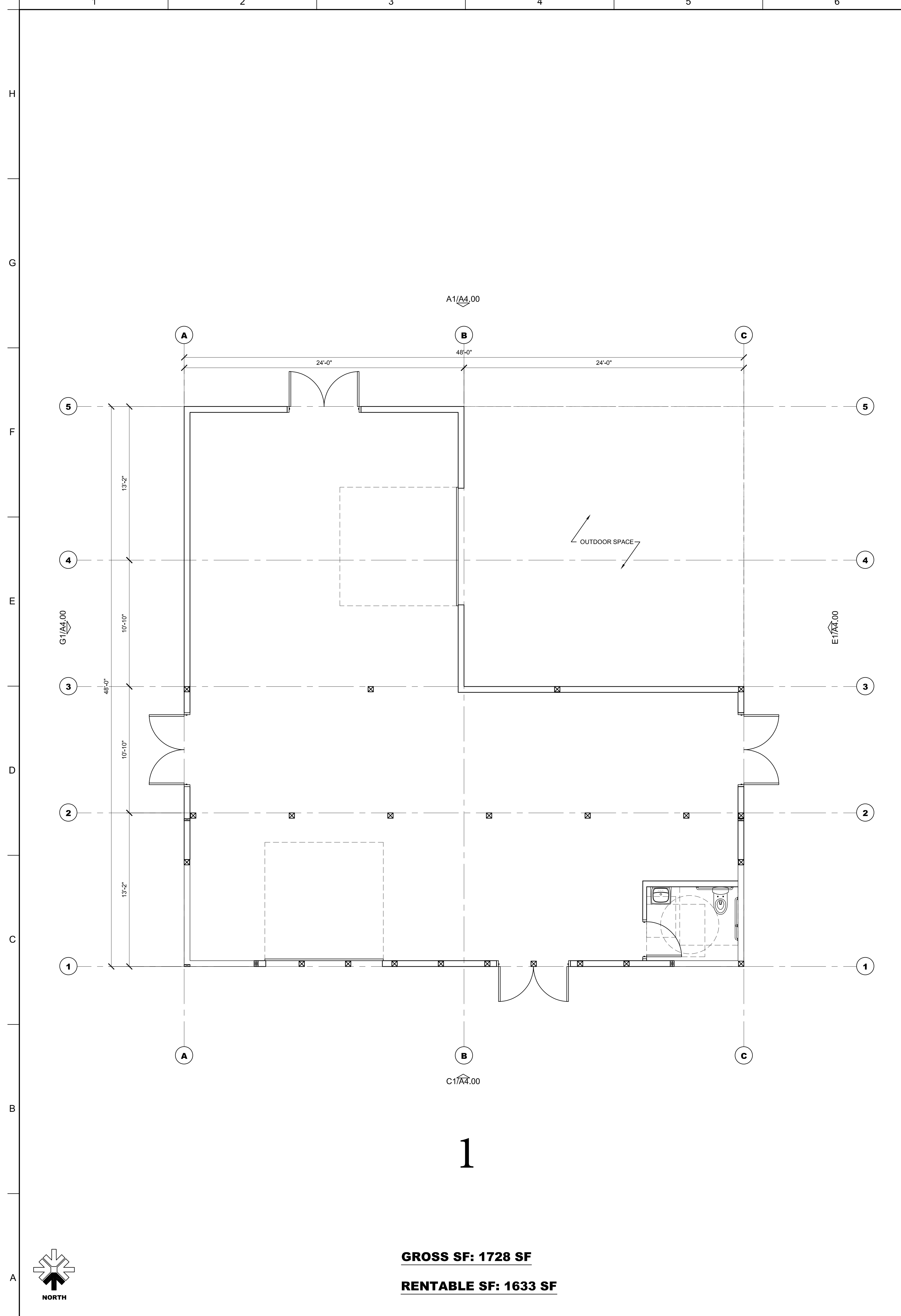
- ENTRY SIGNAGE
- CENTRAL SPINE: CIP CONCRETE WITH UNIQUE SCORING.
- PAVERS AT ALLEY

- RAISED PLANTER, TYP.
- ROCK MULCH WITH SELECT PLANTING

- GRAVEL PARKING AREA
- CARVE OUT PLANTING NOOKS
- MONUMENT SIGN

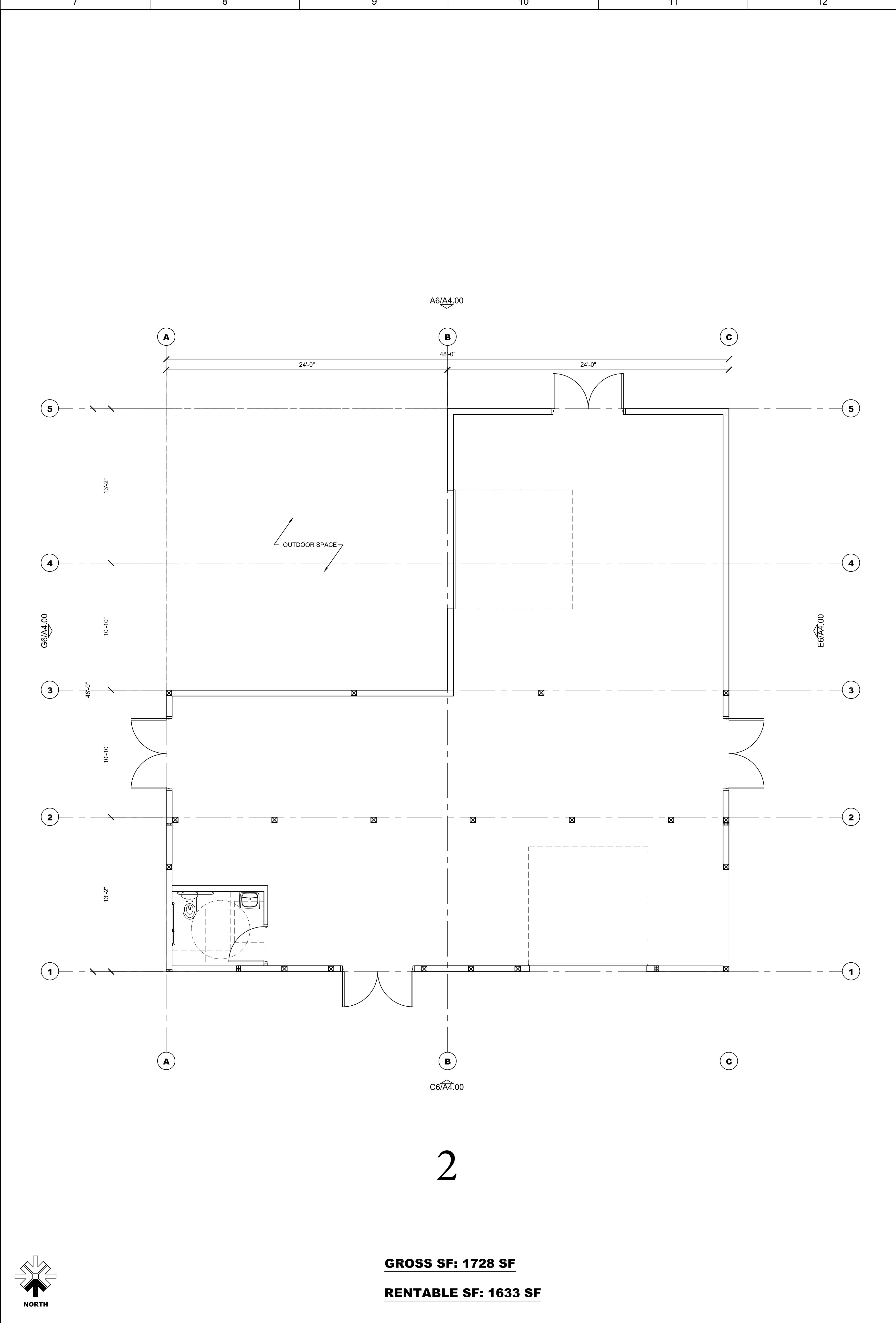
SLIDING GATE AT ENTRY
FENCE, TYP.





GROSS SF: 1728 SF
RENTABLE SF: 1633 SF

1



GROSS SF: 1728 SF
RENTABLE SF: 1633 SF

2

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DRAWN BY TS
 CHECKED BY ABM
 JOB NUMBER 22122

REVISIONS

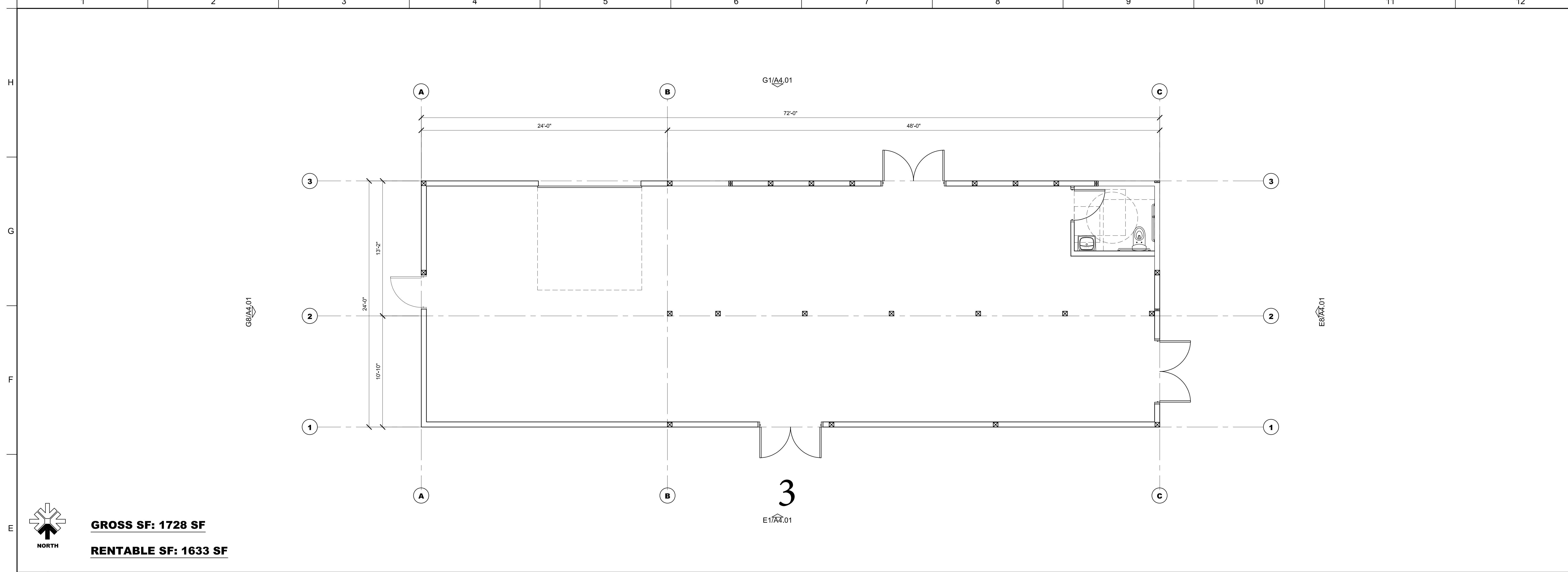
PRELIMINARY NOT FOR CONSTRUCTION

CDRPA TRADES DISTRICT
 SECTION 16, T 22N, R 21E, W.M.L.
 DOUGLAS COUNTY, WASHINGTON

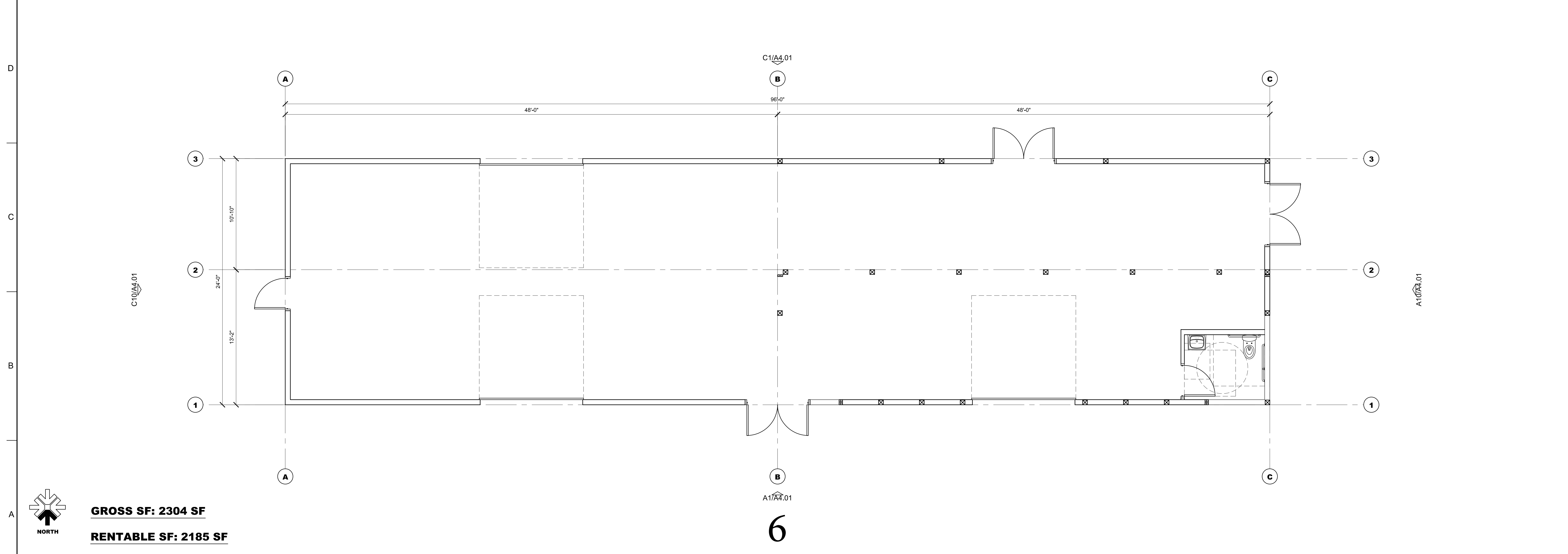
DATE **02/10/2023**

SHEET NAME **FLOOR PLANS A&B**

SHEET **A3.30**



E1 NEW FLOOR PLAN C
SCALE: 1/4" = 1'-0"



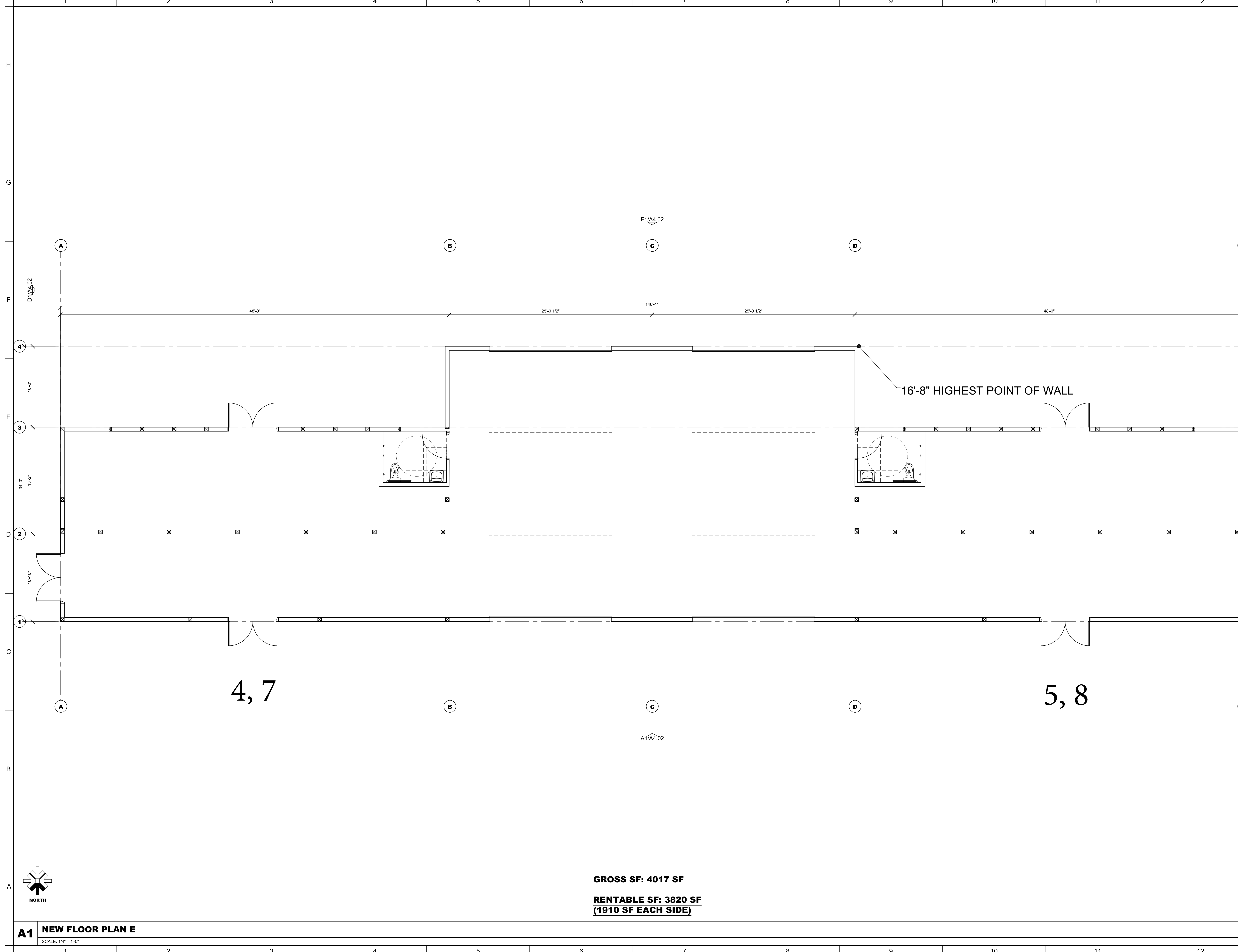
A1 NEW FLOOR PLAN D
SCALE: 1/4" = 1'-0"

DRAWN BY	TS
CHECKED BY	ABM
JOB NUMBER	22122
REVISIONS	

CDRPA TRADES DISTRICT
SECTION 16, T, 22N, R, 21E, W.M.L.
DOUGLAS COUNTY, WASHINGTON

PRELIMINARY
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CONSTRUCTION

DATE	02/10/2023
SHEET NAME	FLOOR PLANS C & D
SHEET	A3.31



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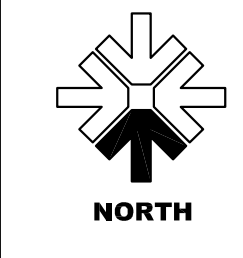
PRELIMINARY
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CDRPA TRADES DISTRICT
 SECTION 16, T 22N, R 21E, W.M.
 DOUGLAS COUNTY, WASHINGTON

DATE
02/10/2023

SHEET NAME
FLOOR PLANS

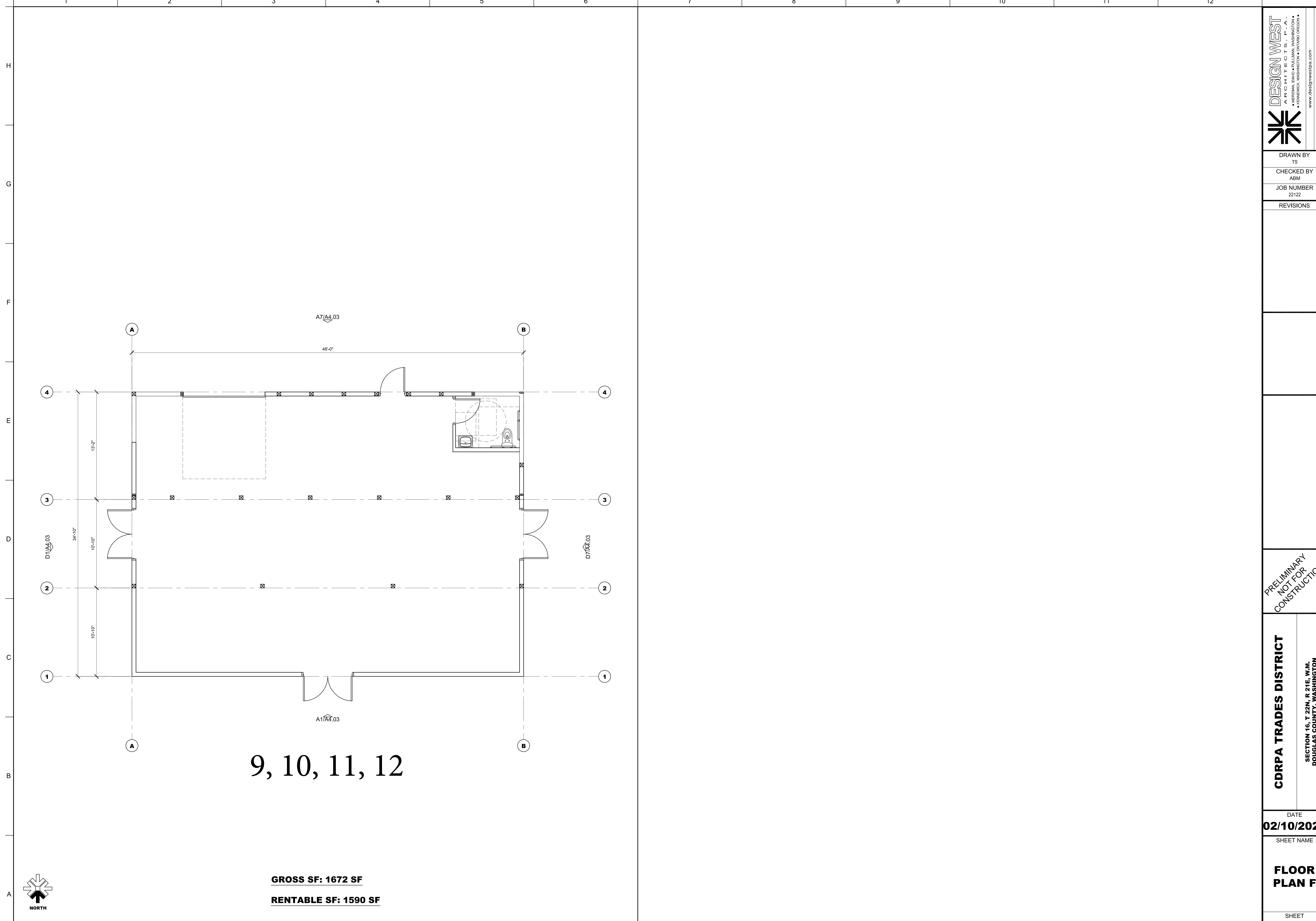
SHEET
A3.32



A1 NEW FLOOR PLAN E
 SCALE: 1/4" = 1'-0"

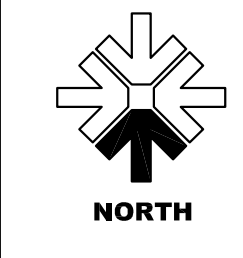
GROSS SF: 4017 SF
RENTABLE SF: 3820 SF
(1910 SF EACH SIDE)

Thomas Sullivan 2/10/2023 2:58:00 PM

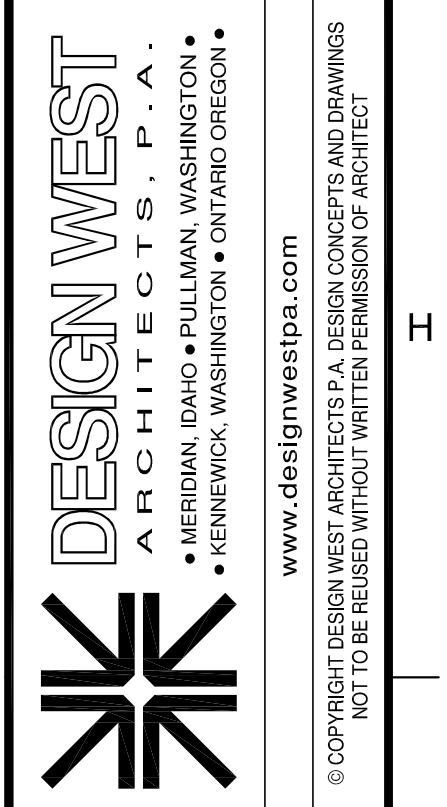


9, 10, 11, 12

GROSS SF: 1672 SF
RENTABLE SF: 1590 SF



A1 **NEW FLOOR PLAN F**
SCALE: 1/4" = 1'-0"



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TS
CHECKED BY
ABM
JOB NUMBER
22122

REVISIONS

PRELIMINARY
NOT FOR
CONSTRUCTION

CDRPA TRADES DISTRICT
SECTION 16, T 22N, R 21E, W.M.
DOUGLAS COUNTY, WASHINGTON

DATE
02/10/2023

SHEET NAME
FLOOR PLAN F

SHEET
A3.33

**Chelan Douglas Regional Port
The Trades District at Pangborn Airport**

Year One Rental Schedule:

<u>Building #</u>	<u>Inside Sq. Ft.</u>	<u>Outside Area</u>	<u>Lease Rate</u>	<u>Monthly Rent</u>	<u>Monthly State Leasehold Tax (12.84%)</u>	<u>Total Monthly Rent</u>	<u>Annual Rent</u>	<u>Annual State Leasehold Tax</u>	<u>Total Annual Rent</u>
1	1,633		\$ 0.55	\$ 898.15	\$ 115.32	\$ 1,013.47	\$ 10,777.80	\$ 1,383.87	\$ 12,161.67
2	1,633		\$ 0.55	\$ 898.15	\$ 115.32	\$ 1,013.47	\$ 10,777.80	\$ 1,383.87	\$ 12,161.67
3	1,633		\$ 0.55	\$ 898.15	\$ 115.32	\$ 1,013.47	\$ 10,777.80	\$ 1,383.87	\$ 12,161.67
4	1,910		\$ 0.55	\$ 1,050.50	\$ 134.88	\$ 1,185.38	\$ 12,606.00	\$ 1,618.61	\$ 14,224.61
5	1,910		\$ 0.55	\$ 1,050.50	\$ 134.88	\$ 1,185.38	\$ 12,606.00	\$ 1,618.61	\$ 14,224.61
6	2,185		\$ 0.55	\$ 1,201.75	\$ 154.30	\$ 1,356.05	\$ 14,421.00	\$ 1,851.66	\$ 16,272.66
7	1,910		\$ 0.55	\$ 1,050.50	\$ 134.88	\$ 1,185.38	\$ 12,606.00	\$ 1,618.61	\$ 14,224.61
8	1,910		\$ 0.55	\$ 1,050.50	\$ 134.88	\$ 1,185.38	\$ 12,606.00	\$ 1,618.61	\$ 14,224.61
9	1,590		\$ 0.55	\$ 874.50	\$ 112.29	\$ 986.79	\$ 10,494.00	\$ 1,347.43	\$ 11,841.43
10	1,590		\$ 0.55	\$ 874.50	\$ 112.29	\$ 986.79	\$ 10,494.00	\$ 1,347.43	\$ 11,841.43
11	1,590		\$ 0.55	\$ 874.50	\$ 112.29	\$ 986.79	\$ 10,494.00	\$ 1,347.43	\$ 11,841.43
12	1,590		\$ 0.55	\$ 874.50	\$ 112.29	\$ 986.79	\$ 10,494.00	\$ 1,347.43	\$ 11,841.43
Totals:	21,084			\$ 11,596.20	\$ 1,488.95	\$ 13,085.15	\$ 139,154.40	\$ 17,867.42	\$ 157,021.82

Year Two Rental Schedule:

<u>Building #</u>	<u>Inside Sq. Ft.</u>	<u>Outside Area</u>	<u>Lease Rate</u>	<u>Monthly Rent</u>	<u>Monthly State Leasehold Tax (12.84%)</u>	<u>Total Monthly Rent</u>	<u>Annual Rent</u>	<u>Annual State Leasehold Tax</u>	<u>Total Annual Rent</u>
1	1,633		\$ 0.65	\$ 1,061.45	\$ 136.29	\$ 1,197.74	\$ 12,737.40	\$ 1,635.48	\$ 14,372.88
2	1,633		\$ 0.65	\$ 1,061.45	\$ 136.29	\$ 1,197.74	\$ 12,737.40	\$ 1,635.48	\$ 14,372.88
3	1,633		\$ 0.65	\$ 1,061.45	\$ 136.29	\$ 1,197.74	\$ 12,737.40	\$ 1,635.48	\$ 14,372.88
4	1,910		\$ 0.65	\$ 1,241.50	\$ 159.41	\$ 1,400.91	\$ 14,898.00	\$ 1,912.90	\$ 16,810.90
5	1,910		\$ 0.65	\$ 1,241.50	\$ 159.41	\$ 1,400.91	\$ 14,898.00	\$ 1,912.90	\$ 16,810.90
6	2,185		\$ 0.65	\$ 1,420.25	\$ 182.36	\$ 1,602.61	\$ 17,043.00	\$ 2,188.32	\$ 19,231.32
7	1,910		\$ 0.65	\$ 1,241.50	\$ 159.41	\$ 1,400.91	\$ 14,898.00	\$ 1,912.90	\$ 16,810.90
8	1,910		\$ 0.65	\$ 1,241.50	\$ 159.41	\$ 1,400.91	\$ 14,898.00	\$ 1,912.90	\$ 16,810.90
9	1,590		\$ 0.65	\$ 1,033.50	\$ 132.70	\$ 1,166.20	\$ 12,402.00	\$ 1,592.42	\$ 13,994.42
10	1,590		\$ 0.65	\$ 1,033.50	\$ 132.70	\$ 1,166.20	\$ 12,402.00	\$ 1,592.42	\$ 13,994.42
11	1,590		\$ 0.65	\$ 1,033.50	\$ 132.70	\$ 1,166.20	\$ 12,402.00	\$ 1,592.42	\$ 13,994.42
12	1,590		\$ 0.65	\$ 1,033.50	\$ 132.70	\$ 1,166.20	\$ 12,402.00	\$ 1,592.42	\$ 13,994.42
Totals:	21,084			\$ 13,704.60	\$ 1,759.67	\$ 15,464.27	\$ 164,455.20	\$ 21,116.05	\$ 185,571.25

**Chelan Douglas Regional Port
The Trades District at Pangborn Airport**

Year Three Rental Schedule:

<u>Building #</u>	<u>Inside Sq. Ft.</u>	<u>Outside Area</u>	<u>Lease Rate</u>	<u>Monthly Rent</u>	<u>Monthly State Leasehold Tax (12.84%)</u>	<u>Total Monthly Rent</u>	<u>Annual Rent</u>	<u>Annual State Leasehold Tax</u>	<u>Total Annual Rent</u>
1	1,633		\$ 0.75	\$ 1,224.75	\$ 157.26	\$ 1,382.01	\$ 14,697.00	\$ 1,887.09	\$ 16,584.09
2	1,633		\$ 0.75	\$ 1,224.75	\$ 157.26	\$ 1,382.01	\$ 14,697.00	\$ 1,887.09	\$ 16,584.09
3	1,633		\$ 0.75	\$ 1,224.75	\$ 157.26	\$ 1,382.01	\$ 14,697.00	\$ 1,887.09	\$ 16,584.09
4	1,910		\$ 0.75	\$ 1,432.50	\$ 183.93	\$ 1,616.43	\$ 17,190.00	\$ 2,207.20	\$ 19,397.20
5	1,910		\$ 0.75	\$ 1,432.50	\$ 183.93	\$ 1,616.43	\$ 17,190.00	\$ 2,207.20	\$ 19,397.20
6	2,185		\$ 0.75	\$ 1,638.75	\$ 210.42	\$ 1,849.17	\$ 19,665.00	\$ 2,524.99	\$ 22,189.99
7	1,910		\$ 0.75	\$ 1,432.50	\$ 183.93	\$ 1,616.43	\$ 17,190.00	\$ 2,207.20	\$ 19,397.20
8	1,910		\$ 0.75	\$ 1,432.50	\$ 183.93	\$ 1,616.43	\$ 17,190.00	\$ 2,207.20	\$ 19,397.20
9	1,590		\$ 0.75	\$ 1,192.50	\$ 153.12	\$ 1,345.62	\$ 14,310.00	\$ 1,837.40	\$ 16,147.40
10	1,590		\$ 0.75	\$ 1,192.50	\$ 153.12	\$ 1,345.62	\$ 14,310.00	\$ 1,837.40	\$ 16,147.40
11	1,590		\$ 0.75	\$ 1,192.50	\$ 153.12	\$ 1,345.62	\$ 14,310.00	\$ 1,837.40	\$ 16,147.40
12	1,590		\$ 0.75	\$ 1,192.50	\$ 153.12	\$ 1,345.62	\$ 14,310.00	\$ 1,837.40	\$ 16,147.40
Totals:	21,084			\$ 15,813.00	\$ 2,030.39	\$ 17,843.39	\$ 189,756.00	\$ 24,364.67	\$ 214,120.67

Year Four Rental Schedule:

<u>Building #</u>	<u>Inside Sq. Ft.</u>	<u>Outside Area</u>	<u>Lease Rate</u>	<u>Monthly Rent</u>	<u>Monthly State Leasehold Tax (12.84%)</u>	<u>Total Monthly Rent</u>	<u>Annual Rent</u>	<u>Annual State Leasehold Tax</u>	<u>Total Annual Rent</u>
1	1,633		\$ 0.85	\$ 1,388.05	\$ 178.23	\$ 1,566.28	\$ 16,656.60	\$ 2,138.71	\$ 18,795.31
2	1,633		\$ 0.85	\$ 1,388.05	\$ 178.23	\$ 1,566.28	\$ 16,656.60	\$ 2,138.71	\$ 18,795.31
3	1,633		\$ 0.85	\$ 1,388.05	\$ 178.23	\$ 1,566.28	\$ 16,656.60	\$ 2,138.71	\$ 18,795.31
4	1,910		\$ 0.85	\$ 1,623.50	\$ 208.46	\$ 1,831.96	\$ 19,482.00	\$ 2,501.49	\$ 21,983.49
5	1,910		\$ 0.85	\$ 1,623.50	\$ 208.46	\$ 1,831.96	\$ 19,482.00	\$ 2,501.49	\$ 21,983.49
6	2,185		\$ 0.85	\$ 1,857.25	\$ 238.47	\$ 2,095.72	\$ 22,287.00	\$ 2,861.65	\$ 25,148.65
7	1,910		\$ 0.85	\$ 1,623.50	\$ 208.46	\$ 1,831.96	\$ 19,482.00	\$ 2,501.49	\$ 21,983.49
8	1,910		\$ 0.85	\$ 1,623.50	\$ 208.46	\$ 1,831.96	\$ 19,482.00	\$ 2,501.49	\$ 21,983.49
9	1,590		\$ 0.85	\$ 1,351.50	\$ 173.53	\$ 1,525.03	\$ 16,218.00	\$ 2,082.39	\$ 18,300.39
10	1,590		\$ 0.85	\$ 1,351.50	\$ 173.53	\$ 1,525.03	\$ 16,218.00	\$ 2,082.39	\$ 18,300.39
11	1,590		\$ 0.85	\$ 1,351.50	\$ 173.53	\$ 1,525.03	\$ 16,218.00	\$ 2,082.39	\$ 18,300.39
12	1,590		\$ 0.85	\$ 1,351.50	\$ 173.53	\$ 1,525.03	\$ 16,218.00	\$ 2,082.39	\$ 18,300.39
Totals:	21,084			\$ 17,921.40	\$ 2,301.11	\$ 20,222.51	\$ 215,056.80	\$ 27,613.29	\$ 242,670.09

**Chelan Douglas Regional Port
The Trades District at Pangborn Airport**

Year Five Rental Schedule:

<u>Building #</u>	<u>Inside Sq. Ft.</u>	<u>Outside Area</u>	<u>Lease Rate</u>	<u>Monthly Rent</u>	<u>Monthly State Leasehold Tax (12.84%)</u>	<u>Total Monthly Rent</u>	<u>Annual Rent</u>	<u>Annual State Leasehold Tax</u>	<u>Total Annual Rent</u>
1	1,633		\$ 0.95	\$ 1,551.35	\$ 199.19	\$ 1,750.54	\$ 18,616.20	\$ 2,390.32	\$ 21,006.52
2	1,633		\$ 0.95	\$ 1,551.35	\$ 199.19	\$ 1,750.54	\$ 18,616.20	\$ 2,390.32	\$ 21,006.52
3	1,633		\$ 0.95	\$ 1,551.35	\$ 199.19	\$ 1,750.54	\$ 18,616.20	\$ 2,390.32	\$ 21,006.52
4	1,910		\$ 0.95	\$ 1,814.50	\$ 232.98	\$ 2,047.48	\$ 21,774.00	\$ 2,795.78	\$ 24,569.78
5	1,910		\$ 0.95	\$ 1,814.50	\$ 232.98	\$ 2,047.48	\$ 21,774.00	\$ 2,795.78	\$ 24,569.78
6	2,185		\$ 0.95	\$ 2,075.75	\$ 266.53	\$ 2,342.28	\$ 24,909.00	\$ 3,198.32	\$ 28,107.32
7	1,910		\$ 0.95	\$ 1,814.50	\$ 232.98	\$ 2,047.48	\$ 21,774.00	\$ 2,795.78	\$ 24,569.78
8	1,910		\$ 0.95	\$ 1,814.50	\$ 232.98	\$ 2,047.48	\$ 21,774.00	\$ 2,795.78	\$ 24,569.78
9	1,590		\$ 0.95	\$ 1,510.50	\$ 193.95	\$ 1,704.45	\$ 18,126.00	\$ 2,327.38	\$ 20,453.38
10	1,590		\$ 0.95	\$ 1,510.50	\$ 193.95	\$ 1,704.45	\$ 18,126.00	\$ 2,327.38	\$ 20,453.38
11	1,590		\$ 0.95	\$ 1,510.50	\$ 193.95	\$ 1,704.45	\$ 18,126.00	\$ 2,327.38	\$ 20,453.38
12	1,590		\$ 0.95	\$ 1,510.50	\$ 193.95	\$ 1,704.45	\$ 18,126.00	\$ 2,327.38	\$ 20,453.38
Totals:	21,084			\$ 20,029.80	\$ 2,571.83	\$ 22,601.63	\$ 240,357.60	\$ 30,861.92	\$ 271,219.52

Memo

To: Board of Directors

From:  Jim Kuntz

Date: February 23rd, 2023

Re: Taxiway B Hangar Pad Development Project

Port staff, Lodestar Partners and Airlift Northwest continue to work as a team to obtain state capital budget funding for the above referenced project.

The project encompasses utility extension work for the hangar pads, taxiway B extension and a hangar building for Airlift Northwest.

Attached are some early financial projections on the total cost of the project and how the hangar building could be financed based on two different funding scenarios.

Will provide additional details at Tuesday's meeting.

**Chelan Douglas Regional Port Authority
Pangborn Airport Infrastructure Improvements
to Support Air Medical Operations
(Option A)**

Projected Expenses:

Utility Infrastructure (Including Taxiway B Extension)	\$ 4,471,200
Hangar/Operations Center Building (Note 1)	<u>4,126,400</u>
Total Costs	<u><u>\$ 8,597,600</u></u>

Projected Funding Sources:

Regional Port Authority	42%	\$ 3,650,240
State Capital Budget	35%	3,000,000
Federal Aviation Administration	20%	1,723,802
WSDOT Aviation Division	3%	<u>223,558</u>
Total		<u><u>\$ 8,597,600</u></u>

Note 1:

Potential Hangar Costs: 10,316 sq ft building x \$400 per sq ft

**Chelan Douglas Regional Port Authority
Pangborn Airport Infrastructure Improvements
to Support Air Medical Operations
(Option A)**

Hangar/Operations Center Building	\$ 4,126,400
State Capital Budget - Allocation to Construction	<u>(1,500,000)</u>
Net Cost	<u><u>\$ 2,626,400</u></u>

ROI Estimates:

10% ROI	\$ 262,640.00
Monthly Lease Rate (Plus Leasehold Tax)	\$ 21,886.67
8.5 % ROI	\$ 223,244.00
Monthly Lease Rate (Plus Leasehold Tax)	\$ 18,603.67
7.5 % ROI	\$ 196,980.00
Monthly Lease Rate (Plus Leasehold Tax)	\$ 16,415.00

Port Cash Flow:

Regional Port Funding of Entire Project	\$ 3,650,240
Paid Out of Cash Reserves	<u>1,000,000</u>
Debt - 20 Year Note (CERB/CARB?)	<u><u>\$ 2,650,240</u></u>
Annual Debt Payment @ 5% Interest	<u><u>\$ 212,500</u></u>

**Chelan Douglas Regional Port Authority
Pangborn Airport Infrastructure Improvements
to Support Air Medical Operations
(Option B)**

Projected Expenses:

Utility Infrastructure (Including Taxiway B Extension)	\$ 4,471,200
Hangar/Operations Center Building (Note 1)	4,126,400
Total Costs	\$ 8,597,600

Projected Funding Sources:

Regional Port Authority	60%	\$ 5,150,240
State Capital Budget	17%	1,500,000
Federal Aviation Administration	20%	1,723,802
WSDOT Aviation Division	3%	223,558
Total		\$ 8,597,600

Note 1:

Potential Hangar Costs: 10,316 sq ft building x \$400 per sq ft

Note 2:

Additional \$1,500,000 in funding may be requested in the 2024 State Capital Budget.

**Chelan Douglas Regional Port Authority
Pangborn Airport Infrastructure Improvements
to Support Air Medical Operations
(Option B)**

Hangar/Operations Center Building	\$ 4,126,400
State Capital Budget - Allocation to Construction	<u>(750,000)</u>
Net Cost	<u><u>\$ 3,376,400</u></u>

ROI Estimates:

10% ROI	\$ 337,640.00
Monthly Lease Rate (Plus Leasehold Tax)	\$ 28,136.67
8.5 % ROI	\$ 286,994.00
Monthly Lease Rate (Plus Leasehold Tax)	\$ 23,916.17
7.5 % ROI	\$ 253,230.00
Monthly Lease Rate (Plus Leasehold Tax)	\$ 21,102.50

Port Cash Flow:

Regional Port Funding of Entire Project	\$ 5,150,240
Paid Out of Cash Reserves	<u>1,000,000</u>
Debt - 20 Year Note (CERB/CARB?)	<u><u>\$ 4,150,240</u></u>
Annual Debt Payment @ 5% Interest	<u><u>\$ 333,025</u></u>

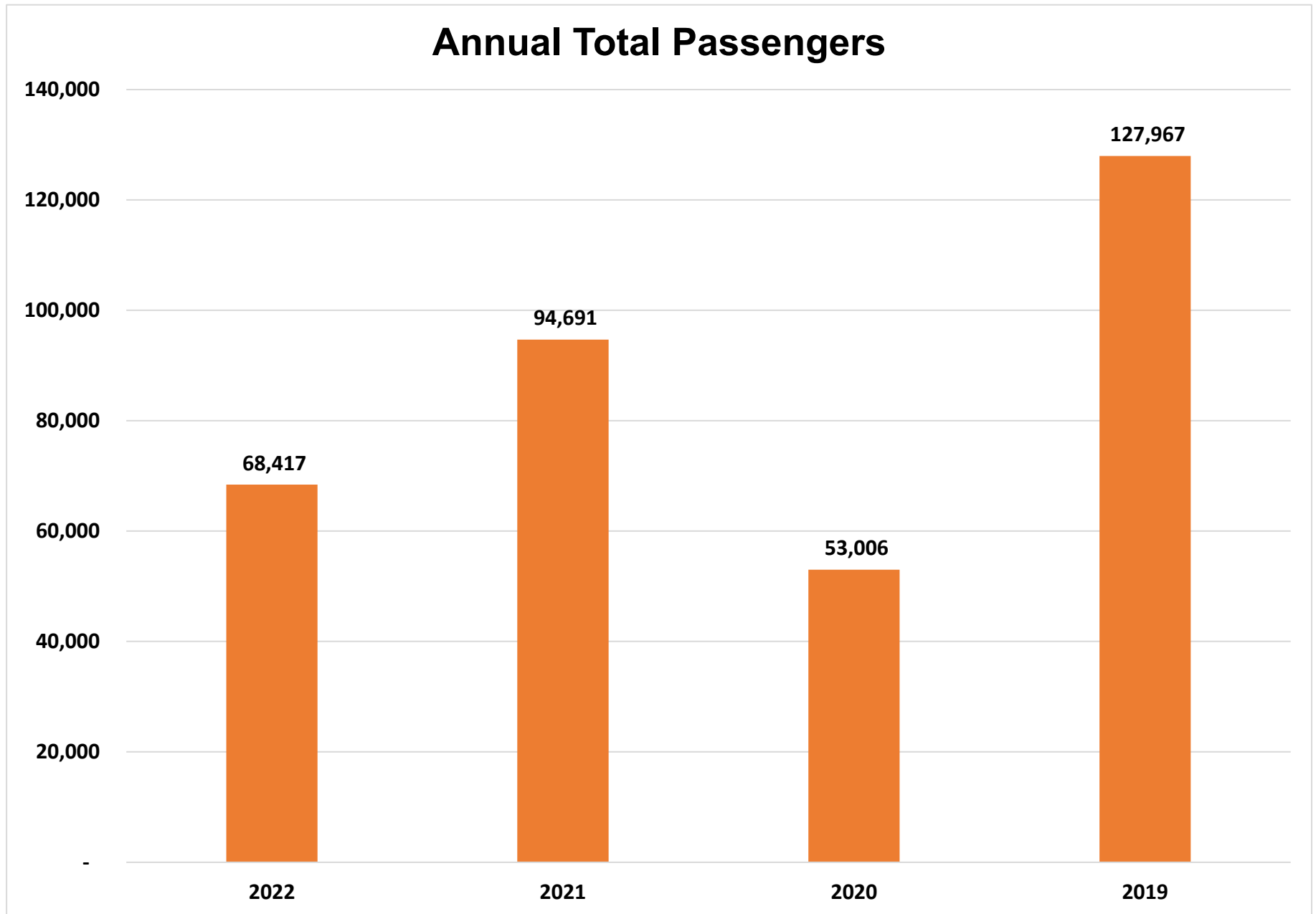


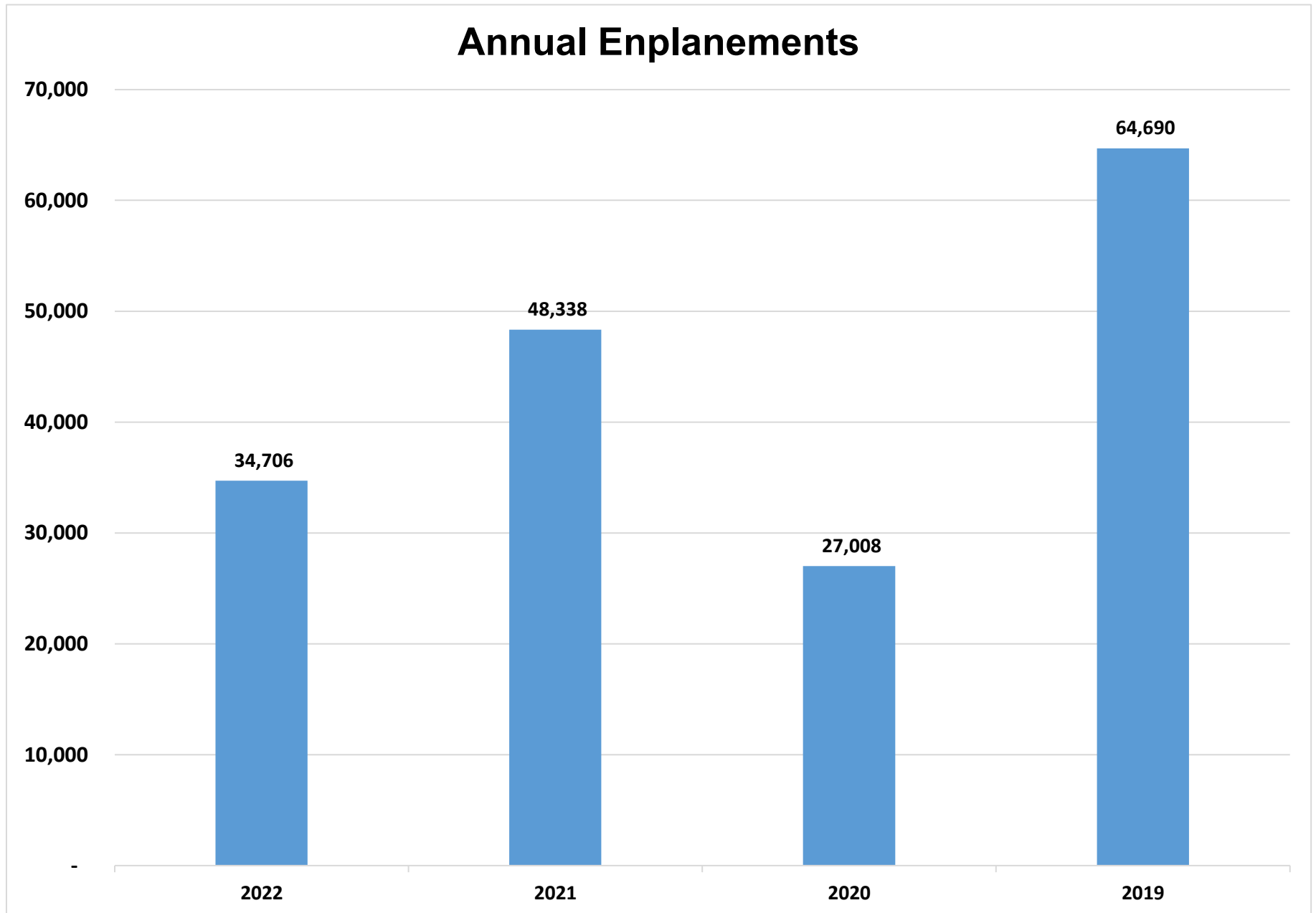
Pangborn Memorial Airport Activity Reports January - December 2022

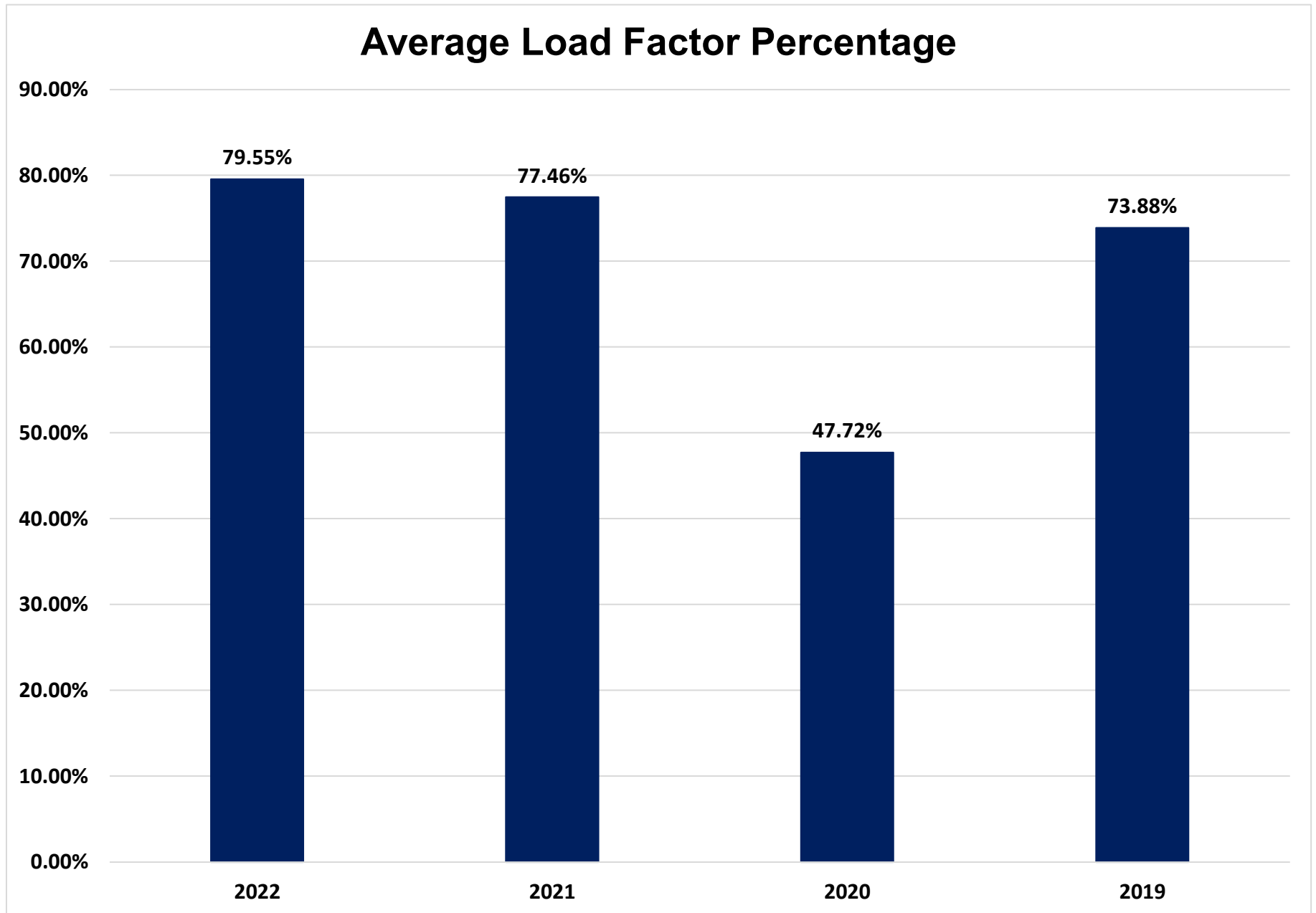
Total Passengers (Inbound/Outbound): Jan. - Dec.				
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
January	6,538	4,822	9,467	9,357
February	6,483	5,306	9,226	8,454
March	7,508	7,310	5,164	10,449
April	6,405	7,780	401	9,565
May	7,250	8,293	1,034	10,580
June	6,650	9,448	1,990	11,696
July	6,939	11,127	2,928	12,456
August	6,906	9,701	4,372	11,318
September	4,560	8,902	3,832	10,004
October	3,973	7,924	4,831	10,451
November	2,825	6,501	4,895	11,030
December	2,380	7,577	4,866	12,607
Total	68,417	94,691	53,006	127,967

Passenger Enplanements: Jan. - Dec.				
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
January	3,401	2,465	4,957	4,831
February	3,314	2,789	4,640	4,331
March	3,705	3,744	2,235	5,173
April	3,136	3,795	186	4,624
May	3,661	4,120	517	5,168
June	3,361	4,770	1,031	5,888
July	3,501	5,599	1,503	6,180
August	3,541	4,987	2,297	5,701
September	2,334	4,593	2,001	5,213
October	2,051	4,150	2,596	5,413
November	1,444	3,404	2,548	5,674
December	1,257	3,922	2,497	6,494
Total	34,706	48,338	27,008	64,690

Load Factor Percentage: Jan. - Dec.				
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
January	82.87%	54.97%	75.95%	70.76%
February	77.87%	70.57%	74.94%	77.79%
March	76.17%	75.68%	42.47%	79.93%
April	71.14%	87.39%	9.59%	73.60%
May	78.97%	88.56%	25.67%	78.21%
June	73.71%	85.49%	37.68%	71.58%
July	73.12%	78.21%	41.20%	69.45%
August	73.96%	79.52%	49.55%	75.59%
September	85.31%	68.31%	47.02%	71.54%
October	87.05%	73.03%	56.00%	77.25%
November	82.61%	84.90%	55.88%	67.82%
December	91.89%	82.92%	56.65%	73.08%
Average	79.55%	77.46%	47.72%	73.88%

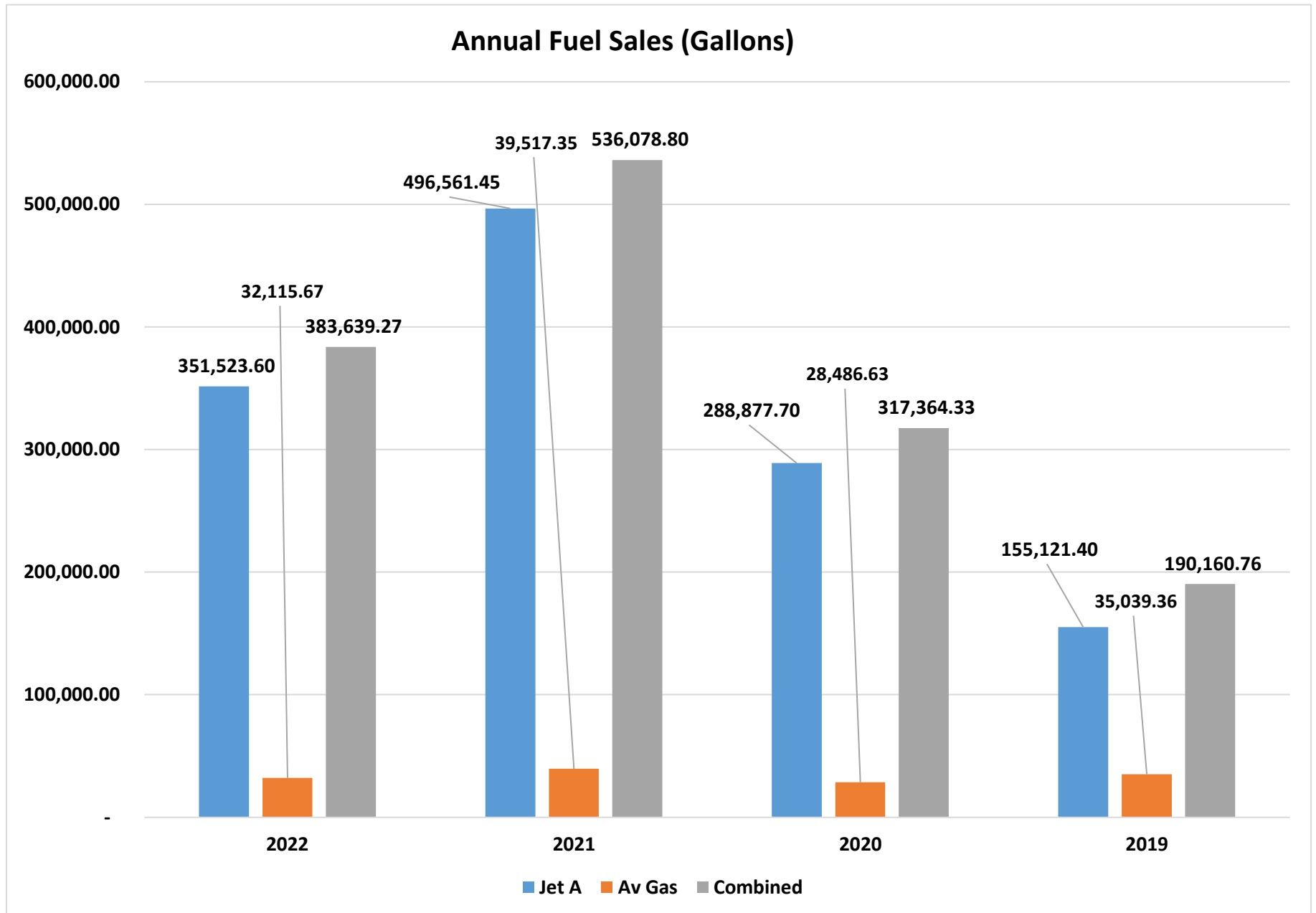






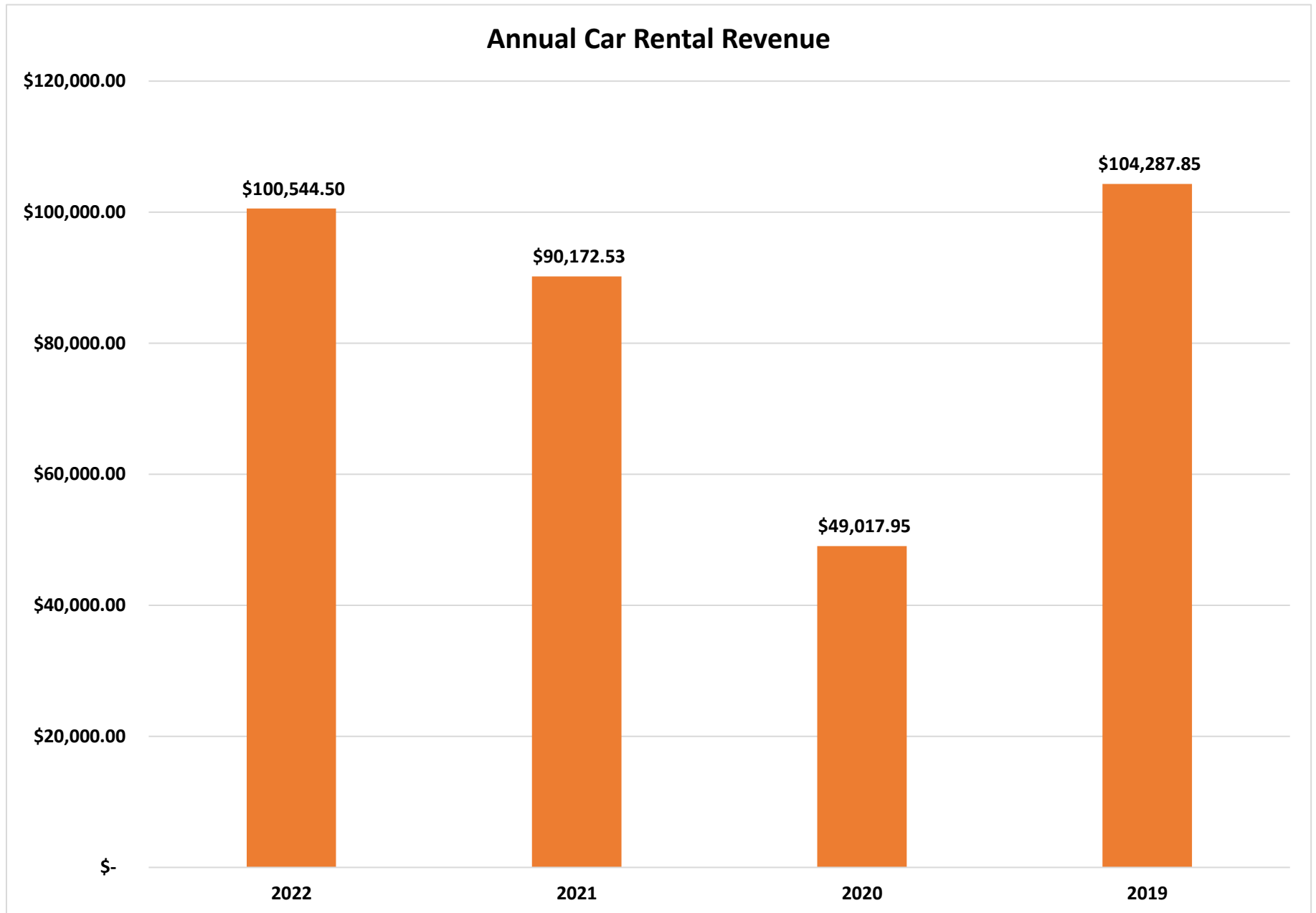
Fuel Sales (Gallons): Jan. - Dec.			
<u>2022</u>	<u>Jet A</u>	<u>Av Gas</u>	<u>Total</u>
January	23,132.00	526.17	23,658.17
February	22,325.00	2,297.49	24,622.49
March	35,539.00	2,494.93	38,033.93
April	29,260.00	1,861.64	31,121.64
May	37,089.00	2,125.49	39,214.49
June	27,872.00	3,041.92	30,913.92
July	27,088.60	4,095.87	31,184.47
August	66,700.00	6,504.12	73,204.12
September	31,700.00	4,402.38	36,102.38
October	21,117.00	3,203.44	24,320.44
November	17,855.00	1,233.62	19,088.62
December	11,846.00	328.61	12,174.61
Total	351,523.60	32,115.67	383,639.27
<u>2021</u>	<u>Jet A</u>	<u>Av Gas</u>	<u>Total</u>
January	18,201.00	4,380.11	22,581.11
February	27,583.00	4,196.98	31,779.98
March	21,013.00	1,868.45	22,881.45
April	17,745.00	3,504.61	21,249.61
May	22,534.00	4,112.64	26,646.64
June	31,225.85	4,296.06	35,521.91
July	113,262.80	3,662.11	116,924.91
August	124,372.40	4,207.96	128,580.36
September	48,504.40	3,705.77	52,210.17
October	25,885.00	3,127.10	29,012.10
November	20,186.00	1,396.78	21,582.78
December	26,049.00	1,058.79	27,107.79
Total	496,561.45	39,517.35	536,078.80

Fuel Sales (Gallons): Jan. - Dec.			
<u>2020</u>	<u>Jet A</u>	<u>Av Gas</u>	<u>Total</u>
January	25,480.80	743.84	26,224.64
February	17,072.00	1,353.85	18,425.85
March	11,195.60	2,214.15	13,409.75
April	22,761.90	2,298.33	25,060.23
May	16,971.20	2,682.38	19,653.58
June	19,784.70	3,274.27	23,058.97
July	38,152.70	3,118.97	41,271.67
August	47,078.60	4,859.06	51,937.66
September	31,110.20	3,222.98	34,333.18
October	21,575.00	2,686.60	24,261.60
November	16,376.00	1,071.84	17,447.84
December	21,319.00	960.37	22,279.37
Total	288,877.70	28,486.63	317,364.33
<u>2019</u>	<u>Jet A</u>	<u>Av Gas</u>	<u>Total</u>
January	3,853.00	1,325.20	5,178.20
February	2,871.00	594.10	3,465.10
March	9,794.00	2,110.80	11,904.80
April	6,719.00	2,550.30	9,269.30
May	9,326.00	3,981.60	13,307.60
June	13,594.00	5,556.50	19,150.50
July	11,980.00	4,841.40	16,821.40
August	12,749.00	5,436.10	18,185.10
September	17,105.00	3,106.00	20,211.00
October	19,600.00	2,882.00	22,482.00
November	23,284.30	1,888.57	25,172.87
December	24,246.10	766.79	25,012.89
Total	155,121.40	35,039.36	190,160.76



Car Rental Revenue: Jan. - Dec.				
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
January	\$ 79,852.64	\$ 32,230.04	\$ 93,277.10	\$ 62,104.43
February	\$ 58,532.63	\$ 53,736.14	\$ 72,979.26	\$ 57,746.68
March	\$ 76,018.11	\$ 33,962.59	\$ 45,737.98	\$ 72,141.74
April	\$ 67,223.77	\$ 48,147.72	\$ 15,515.56	\$ 68,330.19
May	\$ 80,090.61	\$ 43,888.30	\$ 20,790.00	\$ 65,808.20
June	\$ 112,405.92	\$ 73,948.40	\$ 22,110.00	\$ 95,056.07
July	\$ 94,899.60	\$ 145,938.06	\$ 37,950.00	\$ 126,232.19
August	\$ 132,415.40	\$ 149,186.42	\$ 35,135.68	\$ 145,010.72
September	\$ 100,074.17	\$ 113,849.97	\$ 43,210.00	\$ 89,892.28
October	\$ 92,320.42	\$ 76,849.39	\$ 34,783.00	\$ 88,510.83
November	\$ 49,240.84	\$ 63,553.35	\$ 35,734.00	\$ 75,012.36
December	\$ 62,370.92	\$ 66,434.95	\$ 32,956.91	\$ 97,032.76
Total	\$ 1,005,445.03	\$ 901,725.33	\$ 490,179.49	\$ 1,042,878.45
CDRPA Revenue @ 10%	\$ 100,544.50	\$ 90,172.53	\$ 49,017.95	\$ 104,287.85

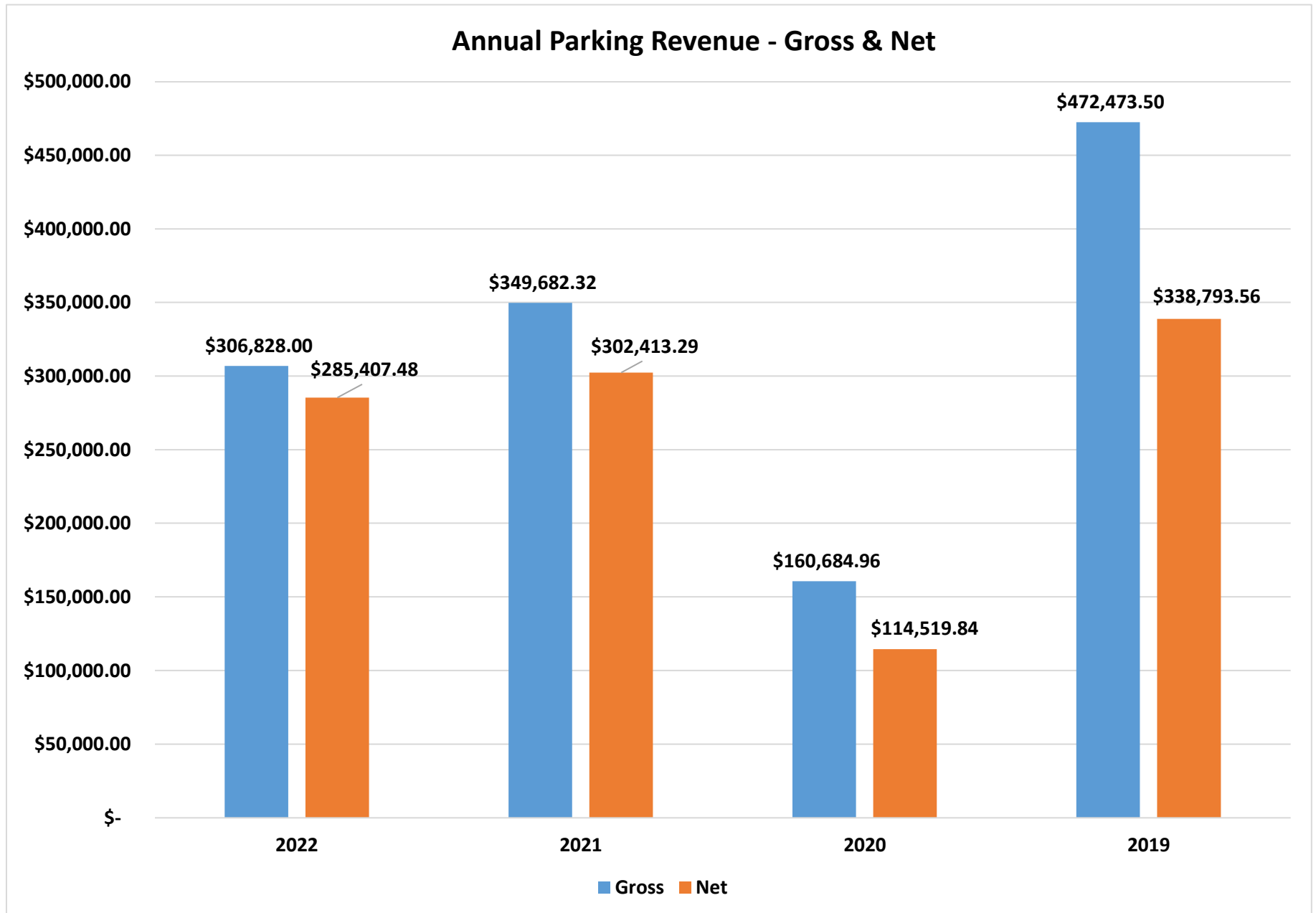
Note: Numbers represent total car rental revenue. CDRPA receives 10% of total.



Parking Revenue - Gross: Jan. - Dec.				
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
January	\$ 28,534.00	\$ 12,975.99	\$ 34,184.84	\$ 35,603.51
February	\$ 32,443.00	\$ 19,494.00	\$ 40,893.53	\$ 38,916.82
March	\$ 37,736.00	\$ 25,932.59	\$ 16,685.77	\$ 46,664.51
April	\$ 33,530.00	\$ 27,158.20	\$ 1,239.37	\$ 36,310.54
May	\$ 35,545.00	\$ 26,776.76	\$ 1,475.85	\$ 40,292.05
June	\$ 30,838.00	\$ 31,168.79	\$ 2,661.46	\$ 37,591.50
July	\$ 27,964.00	\$ 31,242.32	\$ 4,134.35	\$ 36,938.08
August	\$ 26,270.00	\$ 32,798.53	\$ 8,138.50	\$ 33,294.64
September	\$ 16,983.00	\$ 38,534.00	\$ 9,080.66	\$ 36,857.08
October	\$ 16,738.00	\$ 38,174.00	\$ 13,355.26	\$ 44,336.91
November	\$ 10,801.00	\$ 33,595.14	\$ 15,032.32	\$ 44,111.57
December	\$ 9,446.00	\$ 31,832.00	\$ 13,803.05	\$ 41,556.29
Total	\$ 306,828.00	\$ 349,682.32	\$ 160,684.96	\$ 472,473.50

Parking Revenue - Net: Jan. - Dec.				
	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
January	\$ 26,367.95	\$ 8,532.73	\$ 25,967.41	\$ 27,151.52
February	\$ 30,080.82	\$ 13,093.30	\$ 31,275.66	\$ 29,910.90
March	\$ 35,412.12	\$ 16,770.43	\$ 12,212.61	\$ 35,917.38
April	\$ 30,972.83	\$ 17,691.61	\$ 493.97	\$ 27,610.46
May	\$ 33,121.51	\$ 25,298.92	\$ 860.51	\$ 26,611.83
June	\$ 28,646.81	\$ 29,313.87	\$ 1,659.61	\$ 24,664.86
July	\$ 25,878.78	\$ 29,175.81	\$ 2,766.10	\$ 24,386.20
August	\$ 24,518.43	\$ 30,539.99	\$ 5,440.08	\$ 21,956.70
September	\$ 15,733.49	\$ 35,775.11	\$ 5,943.00	\$ 24,349.08
October	\$ 15,544.09	\$ 35,620.10	\$ 8,874.90	\$ 31,037.51
November	\$ 10,134.78	\$ 31,177.46	\$ 9,930.66	\$ 33,541.18
December	\$ 8,995.87	\$ 29,423.97	\$ 9,095.33	\$ 31,655.94
Total	\$ 285,407.48	\$ 302,413.29	\$ 114,519.84	\$ 338,793.56

Note: The Regional Port took over management of Parking in May 2021.



**Chelan Douglas Regional Port Authority
FBO Activity**

	<u>Oct - Dec 2022</u>	<u>Jan - Dec 2022</u>
<u>Receipts</u>		
Fuel Income:		
Jet A	\$ 271,983	\$ 1,906,163
100 LL - Av Gas	33,605	217,315
FBO Income (After Hours, etc.)	2,470	27,278
Fuel Flowage Fee	3,548	21,489
FBO Misc. Income	2,757	13,509
Total Receipts	\$ 314,363	\$ 2,185,752
 <u>Expenditures</u>		
Salaries/Taxes/Benefits	\$ 105,566	\$ 369,294
Fuel		
Jet A	214,138	1,433,715
100 LL - Av Gas	28,701	182,492
FBO Expenses	18,220	64,371
B&O Tax	2,494	11,976
Total Expenditures	\$ 369,119	\$ 2,061,848
 Net Results	 <u>\$ (54,756)</u>	 <u>\$ 123,905</u>

Memo

To: **Board of Directors**

From: **Ron Cridlebaugh**

Cc: **Jim Kuntz**

Date: **February 23rd, 2023**

Re: **Evergreen Manufacturing Growth Grant Application**

The Port received and has submitted an application for an Evergreen Manufacturing Growth Grant from Beta Hatch in Cashmere.

The aim of this grant program is to increase the number of manufacturing and R&D jobs in Washington State. The State allocated \$2 million for this competitive grant program which is administered by the Washington State Department of Commerce. Grants will be awarded on a first come first served basis in amounts between \$200,000 and \$400,000. If funding is still available and Beta Hatch is successful, we expect their grant award to be \$400,000.

This grant process works very similar to the Strategic Reserve Funds. An ADO submits a grant application to the Dept. of Commerce. If successful, Commerce will award a reimbursable grant to the ADO on behalf of the business. The business receiving the grant enters into a contract with the ADO and submits receipts with documentation to the ADO. Once received the ADO submits the receipts to Commerce and an electronic payment is made to the ADO who then makes payment to the business. All grant funds must be spent by June 30th, 2023

Chelan Douglas Regional Port Authority - Lease Report
Leases & Renewals - Reporting Period JANUARY 2023 | CDRPA Related
Meeting: February 14, 2023

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

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

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

Executive Director's Authority to Sign Leases

Lease terms of five years duration or less.

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

Chelan Douglas Regional Port Authority - Lease Report
Leases & Renewals - Reporting Period JANUARY 2023 | CTC Related
Meeting: February 14, 2023

New Leases					
Tenant	Building or Land	SQFT or Acres	Starting	Term	Base Rent/Month
Hazel Technologies	CTC South Suite 104 Additional to Suite 105	141 sq. ft.	1/1/2023	M2M	\$538.62

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

Tenants Moving Out					
Tenant	Building or Land	SQFT or Acres	Ending	Base Rent/Month	
Applied Case Management	CTC South Suite #106	98 sq. ft.	1/31/2023	\$374.36	

Executive Director's Authority to Sign Leases

Lease terms of five years duration or less.

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

Chelan Douglas Regional Port Authority - Lease Report
Leases & Renewals - Reporting Period JANUARY 2023 | Aviation Related
Meeting: February 14, 2023

New Leases					
Tenant	Building or Land	SQFT or Acres	Starting	Term	Base Rent/Month
Doug McIntosh	Land Lease 4036 Airport Way	Hangar	1/1/2023	01/01/2023 - 12/31/2027	\$90.75
George Tillery	Parcels Hangar Suite A Waterville	2784 sq. ft.	1/1/2023	M2M	\$400.00

Lease Renewals					
Renewal Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month
Email Confirmation Renewal	Mike Robinson	Land Lease 3710 Airport Way	2,438 sq. ft.	01/01/2023 - 12/31/2027	\$67.08
Email Confirmation Renewal	Doug McIntosh	Land Lease 3900 Airport Way	6,300 sq. ft.	01/01/2023 - 12/31/2027	\$173.25

Tenants Moving Out					
Tenant	Building or Land	SQFT or Acres	Ending	Base Rent/Month	
Steve Wilson	Land Lease 4036 Airport Way	Hangar	12/31/2022	\$88.00	
Pacific Aerospace & Electronics	Terminal Parking Fees	Parking 2 @ \$120 each	2/28/2023	\$240.00	

Executive Director's Authority to Sign Leases

Lease terms of five years duration or less.

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

Chelan Douglas Regional Port Authority Contract Log

Updated: 2/7/2023

Contract Number	Contract Type	Company Name	Scope	Original Amount w/ Tax	Final Amount	Contract Start	Contract End	Type of Solicitation	Type of Funding
2020-09	PROF	RH2 Engineering	2020 General Engineering Services			2/19/2020	2/19/2025		CDRPA
2020-13	PROF	TO Engineers	Pangborn Memorial Airport Terminal Apron Reconstruction	\$932,445.00		1/26/2021	12/31/2022	Task Authorization	CDRPA/FAA
2021-11	UP	Inland Fire Protection	Fire Sprinkler Maintenance, Repair and Inspection Services	\$60,992.88		5/1/2021	5/1/2024	Small Works	CDRPA
2021-12	UP	D&B Backflow	Backflow Assembly Maintenance, Repair and Inspection Services	\$9,830.10		5/1/2021	5/1/2024	Small Works	CDRPA
2021-26	PS	GFC Services	CTC and CTC South Janitorial Services	\$47,874.54		1/1/2021	12/31/2023	Small Works	CDRPA
2021-27	PS	NuClear Building Maintenance	CTC and CTC South Window Cleaning	\$7,167.33		1/1/2021	12/31/2022	Small Works	CDRPA
2021-43	EQP	SkyMark Refuelers, Inc.	Jet-A Aircraft Refueler	\$300,486.42		8/31/2021	2/22/2022	Formal	CDRPA
2021-44	UP	Schmitt Electric, Inc.	Unit Price Commercial Electrical Services	\$32,416.55		8/1/2021	7/31/2024	Small Works	CDRPA
2021-45	PS	iPro Building Services LLC	Executive Flight Janitorial Services	\$6,129.78		8/1/2021	10/31/2022	Direct	CDRPA
2021-50	PW	Holiday Parks	Executive Flight HVAC Replacement Phase 2	\$808,606.39		8/11/2021	8/1/2022	Design Build	CDRPA
2021-63	PW	Hurst Construction	Pangborn Terminal Apron Reconstruction	\$9,500,017.54		8/25/2021	10/15/2022	Formal	CDRPA/FAA
2021-80	PU	Pacific Security	Security Patrol and Guard Services	\$21,792.00		1/1/2022	12/31/2023	Public Works	CDRPA
2021-85	PROF	Maul Foster Alongi	EPA Brownfields Coalition Grant Consulting Services	\$591,800.00		1/12/2021	10/31/2023	Formal	EPA Grant
2022-03	PS	Resimplifi	Choose Chelan Douglas Website Maintenance	\$5,400.00		2/1/2022	1/31/2023		CDRPA
2022-11	PW	Selland Construction	Pangborn Memorial Airport Taxiway A Realignment	\$16,444,627.44				Formal	CDRPA/FAA
2022-12	PROF	ALSC Architects	Architectural Services - Pangborn Memorial Airport General Aviation Terminal Building	\$474,258.00		5/13/2022	9/1/2023	Formal	CDRPA
2022-12-03	PW		GA Terminal Remodel - Construction						
2022-22	UP	Johnson Controls	CTC Building Management System Upgrade	\$36,900.00		1/5/2022		Direct	CDRPA
2022-24	PS	Keyhole Security, Inc.	CTC Replace Loading Dock Camera	\$3,127.72		3/15/2022		Direct	CDRPA
2022-25	PROF	T-O Engineers, Inc.	Airport General Consulting Services – Pangborn Memorial Airport			3/28/2022	3/31/2027	Formal	CDRPA
2022-32	PW	Colvico, Inc	Pangborn Memorial Airport MALSR Construction	\$2,909,713.04		6/28/2022		Formal	CDRPA
2022-33	PW	J-U-B Engineers, Inc.	Waterville Airport Runway Edge Lighting System Replacement - Design	\$136,436.00		10/19/2021			CDRPA/WSDOT
2022-33-01	PW	Colvico, Inc	Waterville Airport Runway Edge Lighting System Replacement - Construction	\$490,482.58		9/26/2022		Formal	CDRPA/WSDOT
2022-36	PROF	DOH Associates	General Architectural Services	\$50,000.00		6/30/2022	6/30/2024	Direct	CDRPA
2022-38	PW	Consolidated Supply Co.	Malaga Phase I Waterline Extension - Materials Only	\$703,372.50		12/1/2022	4/19/2023	Formal	CDRPA/Micro
2022-38-01	PW		Malaga Water System Improvements Phase 1 – Waterline Extension					Formal	CDRPA
2022-41	PW	Avidex Industries, LLC	CTC Audio System Upgrade	\$119,411.09				Sole Source	CDRPA
2022-43	PS	Unknown at this time...	CTC 2022 Elevator Contract					Roster	
2022-44	PROF	DOH Associates	CTC Salvage, Demolition, and Restoration - Architectural Services	\$29,900.00		7/27/2022	11/15/2022	Roster	CDRPA
2022-44-01	PW	Absher Construction Co.	CTC Salvage, Demolition, and Restoration - Construction	\$3,780,257.00		11/14/2022	6/15/2023	Formal	CDRPA
2022-46	PROF	Design West Architects	CDRPA Trades District - Architectural/Engineering Services	\$1,125,000.00		11/8/2022	12/31/2024	Formal	CDRPA/
2022-51	PW	Empire Well Drilling, LLC	Malaga Vicinity Test Well 1 Project	\$197,376.75			12/31/2022	Formal	CDRPA
2022-52A	PS	B & C Snowplowing	CDRPA Snow and Ice Control 2022-2023			11/1/2022	3/30/2023	Roster	CDRPA
2022-52B	PS	DGs Landscaping	CDRPA Snow and Ice Control 2022-2023 (Cashmere)			11/1/2022	3/30/2023	Roster	CDRPA
2022-55	PERS	Lodestar Partners	State Lobbying Services	\$80,000.00		11/1/2022	10/31/2023	Formal	CDRPA
2022-58	PROF	Hangar Door Specialists LLC	EFI Display Hangar Door Repair	\$6,025.00				Direct	CDRPA
2022-61	PS	North Cascades Heating & Air	2023 CTC HVAC Service & Maintenance	\$15,957.16		1/1/2023	12/31/2023	Roster	CDRPA
2022-63	PERS	Elevate Government Affairs, LLC	FY2023 FAA ATP Application Support Services	\$15,000.00		11/2/2022	12/31/2023	Direct	CDRPA
2022-64	PS		3306 and CWICC Janitorial Services						CDRPA
2022-68	PS	LocalTel Communications	CDRPA Fire Alarm Monitoring and Inspection Services	\$21,564.80		1/1/2023	12/31/2023	Formal	CDRPA
2022-70	LPW	Vaisala, Inc.	PMA with Flashcards	\$7,272.27		11/30/2022	12/31/2022	Direct	CDRPA
2022-73	LPW	Holiday Parks	IB3 Water Heater Replacement	\$8,150.33		12/27/2022	1/20/2023	Roster	CDRPA
2022-75	PERS	Firefly Technologies	Firefly 2023 Addendum	\$188,852.21		1/1/2023	12/31/2023	Direct	CDRPA
2022-77	PS	Fire Protection Specialists	CTC 3rd Floor VESDA Repair					Direct	CDRPA
2023-03	LPW		USFS SWICC Building Carpet Replacement						
2023-04	PS	Ingersoll Rand	EFI Compressor Service/Repair	\$4,343.00		1/23/2022		Direct	CDRPA
2023-05	PROF		Regional Sports Complex Feasibility Study						
2023-06	PS		Executive Flight and Pangborn Business Park Landscape Maintenance 2023					Roster	CDRPA
2023-07	PS		Orondo River Park Landscape Maintenance 2023					Roster	CDRPA
2023-08	PS		60 Airport Way Landscape Maintenance 2023					Roster	CDRPA

Memo

To: Board of Directors

From:  Jim Kuntz

Date: February 9th, 2023

Re: Pangborn Airport Infrastructure – Airlift Northwest

The Regional Port is seeking a \$3.0 million Capital Budget appropriation for infrastructure improvements to support a new facility for Airlift Norwest at the Pangborn Airport.

Jeff Rickey, Executive Director for Airlift Northwest, has gathered an impressive number of “Letters of Support” for this budget request. Please see attached.

Telephone 509-997-4013

FAX 509-997-4005

info@aeromethow.org

aeromethow.org



Methow Valley Home Health Agency
dba **AERO METHOW RESCUE SERVICE**

Post Office Box 66

1005 Hwy 20

Twisp, WA 98856

Tax ID # 237013307

1/24/2023

To whom it may concern:

Aero Methow Rescue Service, the advanced life support ambulance serving the Methow Valley, is writing to express our strong support for the \$3 million capital budget request for infrastructure improvements at Pangborn Memorial Airport in East Wenatchee. This funding would support the construction of a new hangar for Airlift Northwest, a vital provider of air ambulance services in Washington State.

The Methow Valley is located in the western side of Okanogan County along the eastern slope of the Cascade Mountains. We serve an area that is rural, remote and geographically isolated. We provide the only 24/7 emergency care to the residents and visitors of the Valley. The nearest critical access hospital is up to 70 miles from the furthest reach of our service area with the nearest tertiary care hospital 160 miles. We utilize air ambulance service to transport patients with major trauma, cardiac, stroke or complex medical emergencies to higher level of care. In 2022 we transported 26 patients by helicopter. While those numbers are small, the effect of rapid transport for those 26 patients is immeasurable. These services are essential for providing timely and efficient medical care to those in need and are often a matter of life or death.

The proposed infrastructure improvements at Pangborn Memorial Airport would greatly enhance the capabilities of Airlift Northwest, allowing them to better serve Washington communities and respond to emergencies with even greater speed and efficiency. Aero Methow Rescue Service committed to ensuring that our patients receive the best possible care, and we strongly believe that these improvements would play a key role in achieving this goal.

We urge you to support this important funding request, and we look forward to working with you to ensure that our community has access to the highest quality healthcare services.

Sincerely,

A handwritten signature in blue ink that reads "Cynthia Button". The signature is written in a cursive, flowing style.

Cynthia Button

Director of Service/Paramedic

Ballard Services, inc

1028 N. Wenatchee Avenue Wenatchee, WA 98801
(509) 662-5111 Business (509) 663-6513 Emergency

1/30/23

To whom it may concern:

We at Ballard Ambulance are writing to express our strong support for the \$3 million capital budget request for infrastructure improvements at Pangborn Memorial Airport in East Wenatchee. This funding would support the construction of a new hangar for Airlift Northwest, a vital provider of air ambulance services in Washington State.

In 2022 alone, Airlift Northwest's Wenatchee base supported 698 missions serving 32 counties throughout the Pacific Northwest. These services are essential for providing timely and efficient medical care to those in need and are often a matter of life or death.

The proposed infrastructure improvements at Pangborn Memorial Airport would greatly enhance the capabilities of Airlift Northwest, allowing them to better serve Washington communities and respond to emergencies with even greater speed and efficiency. We at Ballard Ambulance are committed to ensuring that our patients receive the best possible care, and we strongly believe that these improvements would play a key role in achieving this goal.

We urge you to support this important funding request, and we look forward to working with you to ensure that our community has access to the highest quality healthcare services.

Sincerely,



Shawn Ballard
Ballard Ambulance
1028 N. Wenatchee Avenue
Wenatchee, WA 98801



CITY OF EAST WENATCHEE

JERRILEA CRAWFORD, MAYOR

271 9TH STREET NE • EAST WENATCHEE, WA 98802

PHONE (509) 884-9515 • FAX (509) 884-6233

January 24, 2023

To whom it may concern:

I am writing to express my support for the \$3 million capital budget request for infrastructure improvements at Pangborn Memorial Airport in East Wenatchee. This funding would support the construction of a new hangar for Airlift Northwest, a vital provider of air ambulance services in Washington State.

In 2022 alone, Airlift Northwest's Wenatchee base supported 698 missions serving 32 counties throughout the Pacific Northwest. These services are essential for providing timely and efficient medical care to those in need and are often a matter of life or death.

The proposed infrastructure improvements at Pangborn Memorial Airport would greatly enhance the capabilities of Airlift Northwest, allowing them to better serve Washington communities and respond to emergencies with even greater speed and efficiency. The City of East Wenatchee is committed to ensuring that our citizens and visitors receive the best possible care, and I believe these improvements would play a key role in achieving this goal.

I urge you to support this important funding request, and I look forward to working with you to ensure that our community has access to the highest quality healthcare services.

Sincerely,


Jerrilea Crawford, Mayor



Office of the Mayor, Frank J. Kuntz
(509) 888-6200 Phone
(509) 888-3636 Fax
Wenatchee City Hall
301 Yakima Street
P.O. Box 519
Wenatchee, WA 98807-0519
Website: www.wenatcheewa.gov

1/24/2023

Letter of Support: Pangborn Infrastructure Improvements for Airlift Northwest, East Wenatchee

To whom it may concern:

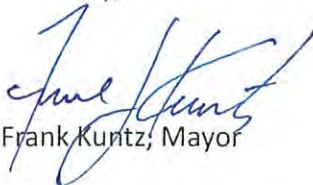
We at the City of Wenatchee are writing to express our strong support for the \$3 million capital budget request for infrastructure improvements at Pangborn Memorial Airport in East Wenatchee. This funding would support the construction of a new hangar for Airlift Northwest, a vital provider of air ambulance services in Washington State.

In 2022 alone, Airlift Northwest's Wenatchee base supported 698 missions serving 32 counties throughout the Pacific Northwest. These services are essential for providing timely and efficient medical care to those in need and are often a matter of life or death.

The proposed infrastructure improvements at Pangborn Memorial Airport would greatly enhance the capabilities of Airlift Northwest, allowing them to better serve Washington communities and respond to emergencies with even greater speed and efficiency. We in the City of Wenatchee are committed to ensuring that our residents receive the best possible care, and we strongly believe that these improvements would play a key role in achieving this goal.

We urge you to support this important funding request, and we look forward to working with you to ensure that our community has access to the highest quality healthcare services.

Sincerely,



Frank Kuntz, Mayor

City of Wenatchee

Apple Capital of the World



1201 S. Miller St.
Wenatchee, WA 98801
509 662 1511
confluencehealth.org

January 30, 2023

Letter of Support: Pangborn Infrastructure Improvements for Airlift Northwest,
East Wenatchee

To whom it may concern:

We at Confluence Health are writing to express our strong support for the \$3 million capital budget request for infrastructure improvements at Pangborn Memorial Airport in East Wenatchee. This funding would support the construction of a new hangar for Airlift Northwest, a vital provider of air ambulance services in Washington State.

In 2022 alone, Airlift Northwest's Wenatchee base supported 698 missions serving 32 counties throughout the Pacific Northwest. These services are essential for providing timely and efficient medical care to those in need and are often a matter of life or death.

The proposed infrastructure improvements at Pangborn Memorial Airport would greatly enhance the capabilities of Airlift Northwest, allowing them to better serve Central Washington communities and respond to emergencies with even greater speed and efficiency. We at Confluence Health sit in an isolated geographical area where most of the winter months, air is the only way to get patients to Harborview, the level 1 trauma center. We are committed to ensuring that our patients receive the best possible care, and we strongly believe that these improvements would play a key role in achieving this goal.

We urge you to support this important funding request, and we look forward to working with you to ensure that our community has access to the highest quality healthcare services.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Allen', with a long horizontal flourish extending to the right.

Kelly Allen, MSN, RN, CEN
Chief Nursing Officer Elect

Confluence Health | Administration | 509-433-3092 | Kelly.Allen@confluencehealth.org



Grand Coulee Volunteer Fire and Ambulance
Proudly Volunteering Since 1935

Grand Coulee Volunteer Fire/Ambulance

PO Box 180

Grand Coulee, WA 99133-0180

509-633-1105

January 24, 2023

Subject: Letter of Support for Airlift Northwest request for Infrastructure Project at Pangborn Field

To whom it may concern:

We at Grand Coulee Volunteer Ambulance are writing to express our strong support for the \$3 million capital budget request for infrastructure improvements at Pangborn Memorial Airport in East Wenatchee. This funding would support the construction of a new hangar for Airlift Northwest, a vital provider of air ambulance services in Washington State.

In 2022 alone, Airlift Northwest's Wenatchee base supported 698 missions serving 32 counties throughout the Pacific Northwest. These services are essential for providing timely and efficient medical care to those in need and are often a matter of life or death.

The proposed project at Pangborn Memorial Airport would greatly enhance the capabilities of Airlift Northwest, allowing them to better serve the Grand Coulee Dam area and respond to emergencies with greater speed and efficiency. Grand Coulee Volunteer Ambulance personnel are committed to ensuring that our patients receive the best possible care, and we strongly believe that these improvements will provide us with a partner in providing the best possible outcomes during their emergencies.

We urge you to support this important funding request, to ensure that our community has access to the highest quality healthcare services. Feel free to contact me if you need further assistance.

Sincerely,

Richard W. Paris

Richard W. Paris, Ambulance Director Grand Coulee Volunteer Ambulance



GRANT COUNTY FIRE DISTRICT #3

1201 CENTRAL AVENUE S • P.O. BOX 565 • QUINCY, WA 98848
P: (509)787-2713 | WWW.GCFD3.NET

January 30, 2023

To whom it may concern:

We at Grant County Fire Protection District 3 are writing to express our strong support for the \$3 million capital budget request for infrastructure improvements at Pangborn Memorial Airport in East Wenatchee. This funding would support the construction of a new hangar for Airlift Northwest, a vital provider of air ambulance services in Washington State.

In 2022 alone, Airlift Northwest's Wenatchee base supported 698 missions serving 32 counties throughout the Pacific Northwest. These services are essential for providing timely and efficient medical care to those in need and are often a matter of life or death.

The proposed infrastructure improvements at Pangborn Memorial Airport would greatly enhance the capabilities of Airlift Northwest, allowing them to better serve Washington communities and respond to emergencies with even greater speed and efficiency. We at Grant County Fire Protection District 3 are committed to ensuring that our patients receive the best possible care, and we strongly believe that these improvements would play a key role in achieving this goal.

We urge you to support this important funding request, and we look forward to working with you to ensure that our community has access to the highest quality healthcare services.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Leibelt", written over a white rectangular area.

Anthony Leibelt

Fire Chief
Grant County Fire Protection District 3
1201 Central Ave. S
Quincy, WA. 98848



July 21, 2022

To whom it may concern:

We at Protection-1 EMS are writing to express our strong support for the \$3 million capital budget request for infrastructure improvements at Pangborn Memorial Airport in East Wenatchee. This funding would support the construction of a new hangar for Airlift Northwest, a vital provider of air ambulance services in Washington State.

In 2022 alone, Airlift Northwest's Wenatchee base supported 698 missions serving 32 counties throughout the Pacific Northwest. These services are essential for providing timely and efficient medical care to those in need and are often a matter of life or death.

The proposed infrastructure improvements at Pangborn Memorial Airport would greatly enhance the capabilities of Airlift Northwest, allowing them to better serve Washington communities and respond to emergencies with even greater speed and efficiency. We at Protection-1 EMS are committed to ensuring that our patients receive the best possible care, and we strongly believe that these improvements would play a key role in achieving this goal.

We urge you to support this important funding request, and we look forward to working with you to ensure that our community has access to the highest quality healthcare services.

Best Regards,

Leslie Thompson, NREMT
CEO & Owner
Protection-1 EMS



**NORTH CENTRAL
EMERGENCY CARE COUNCIL**
ADVOCACY & EDUCATION

January 24, 2023

North Central Region EMS & Trauma Care Council
PO Box 4625
Wenatchee, WA 98807

Regarding: Pangborn Infrastructure Improvements for Airlift Northwest, East Wenatchee

To whom it may concern:

We at the North Central Region EMS & Trauma Care Council (NCECC) are writing to express our strong support for the \$3 million capital budget request for infrastructure improvements at Pangborn Memorial Airport in East Wenatchee. This funding would support the construction of a new hangar for Airlift Northwest, a vital provider of air ambulance services in Washington State.

In 2022 alone, Airlift Northwest's Wenatchee base supported 698 missions serving 32 counties throughout the Pacific Northwest. These services are essential for providing timely and efficient medical care to those in need and are often a matter of life or death.

The proposed infrastructure improvements at Pangborn Memorial Airport would greatly enhance the capabilities of Airlift Northwest, allowing them to better serve Washington communities and respond to emergencies with even greater speed and efficiency. We at the NCECC are committed to ensuring that our patients receive the best possible care, and we strongly believe that these improvements would play a key role in achieving this goal.

We urge you to support this important funding request, and we look forward to working with you to ensure that our community has access to the highest quality healthcare services.

Sincerely,

Brian Pulse, Prehospital and Transportation Chair
North Central Region EMS & Trauma Care Council



WENATCHEE VALLEY FIRE DEPARTMENT

731 N. Wenatchee Avenue, Wenatchee, WA 98801
509-662-4734 - WenatcheeValleyFire.org

Letter of Support: Pangborn Infrastructure Improvements for Airlift Northwest, East Wenatchee

To whom it may concern:

We at Wenatchee Valley Fire Department are writing to express our strong support for the \$3 million capital budget request for infrastructure improvements at Pangborn Memorial Airport in East Wenatchee. This funding would support the construction of a new hangar for Airlift Northwest, a vital provider of air ambulance services in Washington State.

In 2022 alone, Airlift Northwest's Wenatchee base supported 698 missions serving 32 counties throughout the Pacific Northwest. These services are essential for providing timely and efficient medical care to those in need and are often a matter of life or death.

The proposed infrastructure improvements at Pangborn Memorial Airport would greatly enhance the capabilities of Airlift Northwest, allowing them to better serve Washington communities and respond to emergencies with even greater speed and efficiency. We at Wenatchee Valley Fire Department are committed to ensuring that our residents receive the best possible care, and we strongly believe that these improvements would play a key role in achieving this goal.

We urge you to support this important funding request, and we look forward to working with you to ensure that our community has access to the highest quality healthcare services.

Sincerely,

Brian D. Brett

Brian Brett,

Fire Chief

Wenatchee Valley Fire Department



QUINCY VALLEY MEDICAL CENTER

January 26, 2023

Grant County Public Hospital District #2
Anthony Gonzalez, Commissioner
Sherri Kooy, Commissioner
Robert Poindexter, Commissioner
Michele Talley, Commissioner
Randy Zolman, Commissioner

Glenda Bishop, CEO

To whom it may concern:

On behalf of Grant County Public Hospital District #2 dba Quincy Valley Medical Center, I am writing to express our strong support for the \$3 million capital budget request for infrastructure improvements at Pangborn Memorial Airport in East Wenatchee. This funding would support the construction of a new hangar for Airlift Northwest, a vital provider of air ambulance services in Washington State.

Quincy Valley Medical Center is a Critical Access Hospital located in Grant County. Timely transfer of patients who require a higher level of care is a critical component of our Emergency Department. Airlift Northwest has provided these services to our organization and our patients in the highest quality manner. They work closely with our Emergency Department Physicians and other staff to support policies and protocols in every way possible.

In 2022 alone, Airlift Northwest's Wenatchee base supported 698 missions serving 32 counties throughout the Pacific Northwest. These services are essential for providing timely and efficient medical care to those in need and are often a matter of life or death.

The proposed infrastructure improvements at Pangborn Memorial Airport would greatly enhance the capabilities of Airlift Northwest, allowing them to better serve Washington communities and respond to emergencies with even greater speed and efficiency. We at Quincy Valley Medical Center are committed to ensuring that our patients receive the best possible care, and we strongly believe that these improvements would play a key role in achieving this goal.

We urge you to support this important funding request, and we look forward to working with you to ensure that our community has access to the highest quality healthcare services. Airlift Northwest is an essential service and a trusted partner.

Sincerely,

Glenda Bishop

CEO

Quincy Valley Medical Center



A PLACE FOR TOGETHER

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BUSINESS

What WA plans for the largest remaining source of lead pollution threatening kids

BY CORY MCCOY

UPDATED FEBRUARY 06, 2023 1:24 PM



ORDER REPRINT →



The Richland airport uses about 100,000 gallons of 100 low lead fuel each year. Finding a supplier to replace that amount of fuel, years ahead of a national plan could be tricky. *Tri-City Herald file*



Only have a minute? Listen instead

Powered by **Trinity Audio**

00:00



1.0x

05:42

Airports and pilots are eager to get rid of leaded aviation fuel, but some worry that a new Washington bill is putting the cart before the horse.

The Federal Aviation Administration already has a plan to phase out 100-octane “low lead” aviation fuel that’s commonly used in small planes seating 2 to 10 people.

The Environmental Protection Agency has called it the [largest remaining source of lead](#) pollution in the air and can endanger young children’s health and others.

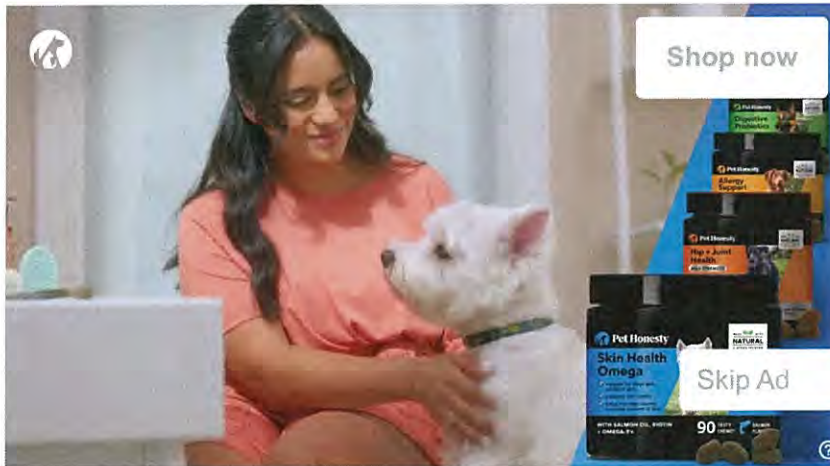
The FAA’s target to phase out leaded fuel is 2030, but [House Bill 1554](#) introduced in Washington this legislative session would put a state deadline to begin the transition in 2026.

Experts are concerned about the logistics of making that happen, considering the FAA only approved an alternative fuel last September.

TOP VIDEOS



AD



Currently only European processors make the 200 million gallons of leaded aviation fuel used in the United States by more than 226,000 aircraft each year.

While that is a fraction of the amount of jet fuel or unleaded fuel for cars, organizations like the Aircraft Owners and Pilots Association (AOPA) are concerned about how to make replacing that fuel financially viable for processors.

FEASIBILITY CONCERNS

Richland Airport Manager Quentin Wright said that they're eager to shift away from leaded fuel, but doing so isn't as simple as just creating a deadline.

"The FAA has been working on this for at least 20 years, probably longer based on pressure from the federal government. Lead has been used as a cheap and effective octane booster," Wright said.

"One of the requirements that the FAA is implementing is that this new unleaded fuel would be a direct replacement and would mix in without issues. It's got to be a direct replacement and can't require modifications," he said.

The proposed bill would require the change over for airports near cities under an EPA cleanup plan, overburdened by pollution or with a population of more than 700,000 by Jan. 1, 2026, and then by Jan. 1, 2028 for airports near urban growth areas.

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Tri-Cities area airports would likely fall into the latter category. Rural airports would have a 2030 compliance date.

The Richland airport uses about 100,000 gallons of 100LL fuel per year. Finding a supplier to replace that amount of fuel, years ahead of a national plan, could be tricky.



The prices of aviation fuels on July 19, 2022 is posted on the fence at the Tri-Cities Airport in Pasco. Bob Brawdy bbrawdy@tricityherald.com

“(State legislators) are trying to go above and beyond the federal government right now to put in restrictions before that 2030 date, so we do have concerns we will have an arbitrary date set we have to abide by,” Wright said.

“The problem is, it’s going to take a long time to scale up that market, so it’s got to be something that happens over time where we’re mixing fuel,” he said. “At the same time there may not be an unleaded option available (by the state’s proposed deadlines).”

Currently a 94-octane fuel has been approved for many engines, but the Aircraft Owners and Pilots Association estimates that 60% to 70% of fuel consumption of the 100-octane leaded fuel is by planes that will need 100-octane alternative.

The Richland airport carries 100LL and Jet A fuel.

General Aviation Modification Inc., which developed the replacement 100-octane unleaded fuel that can be safely mixed with the “low lead” to phase out the product, told the association that supply chain infrastructure issues are still a major consideration that needs to be factored in a roll-out of the product.

They also said that the cost of the product could be higher if production of small batches are required.

SAFETY CONCERNS

Last year Santa Clara County, Calif. attempted to enact an immediate ban on leaded aviation fuel, and both the FAA and aircraft owners organizations stepped in to oppose it.

One of the primary concerns from the owners association was the viability of intermixing fuels and whether planes coming into the airport still using leaded fuel could safely refuel, because the change would have forced small planes to use the 94-octane unleaded fuel.

In a November 2022 news release, the AOPA said that “rushing the removal of 100LL is a critical safety issue. Many of the 220,000 piston engine airplanes and rotorcraft in the current fleet require higher-octane 100LL fuel to fly safely. Putting the wrong fuel into an aircraft can cause catastrophic engine failure.”

A representative for the association told the Herald it’s incumbent that pilots know what fuel is going to be available at their destination airport, and to plan their flights accordingly. That could be particularly important for airports like Richland, which see frequent flights from Oregon and Idaho.

He said that it’s difficult to assess whether a sufficient supply of the new unleaded fuel can be scaled up for statewide use within two to three years.

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“GAMI is busy commercializing its G100UL fuel, and other fuels are making progress toward FAA approval,” the representative said. “It’s difficult to predict a specific timeline with so many factors involved, but the general aviation industry is working hard with fuel manufacturers to enable this transition as fast and safely as possible.”

Once properly rolled out, the representative said a higher at-the-pump price may be offset by reduced maintenance costs.

“While some reports say that 100UL will carry a small cost increase, studies show that engines using the newer fuels may be able to fly longer between maintenance, lowering some operating costs.”

This story was originally published February 6, 2023, 11:19 AM.

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CORY MCCOY



Cory is an award-winning investigative reporter. He joined the Tri-City Herald in Dec. 2021 as an Editor/Reporter covering housing and development. His past work can be found in the Tyler Morning Telegraph and other Texas newspapers. He was a 2019-20 Education Writers Association Fellow, and has been featured on The Murder Tapes, Grave Mysteries and Crime Watch Daily with Chris Hansen.

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2 Viewing

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2023 CDRPA Calendar of Events

FEBRUARY 2023

Date:	Time:	Event:	Location:	Attending:
28-Feb	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff

MARCH 2023

Date:	Time:	Event:	Location:	Attending:
2-Mar	5:30pm-9:00pm	WVCC Annual Banquet	Wenatchee Conv. Center	Commissioners Baldwin, Spurgeon, Loeb sack, DeRock & Huffman
9-Mar	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioners Baldwin & DeRock
14-Mar	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
22-Mar	7:30am-9:00am	Partners Breakfast	Wenatchee Conv. Center	CDRPA Staff
22-Mar	5:00pm-8:00pm	Leavenworth Chamber Banquet	The Enzian Inn	
23-Mar	12:00pm-1:30pm	Partners Lunch	Wenatchee Conv. Center	CDRPA Staff
23-24 Mar	All Day	EDA Conference	Seattle	Larsen
27-30 Mar	All Day	Enterprise Connect - Data Center Conf.	Orlando, FL - Gaylord Palms	Kuntz
28-Mar	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff

APRIL 2023

Date:	Time:	Event:	Location:	Attending:
11-Apr	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
25-Apr	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff

MAY 2023

Date:	Time:	Event:	Location:	Attending:
8-10 May	All Day	WAMA Annual Conference	Spokane, WA	Commissioner Baldwin and Moyers
8-11 May	All Day	Data Center World Conference	Austin, TX - Convention Center	Larsen
9-May	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
11-May	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioners Baldwin & DeRock
17-19 May	All Day	WPPA 2023 Spring Meeting	Davenport Hotel	
21-24 May	All Day	117th Annual Conference - Gov. Fin. Officers Association	Portland, OR	Lough
23-May	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
29-May	All Day	Memorial Day - Office Closed	All Offices	CDRPA Staff

JUNE 2023

Date:	Time:	Event:	Location:	Attending:
3-5 Jun	All Day	AAAE Annual Conference	Denver, CO	Commissioner Baldwin and Moyers
7-9 Jun	All Day	WPPA Fin. & Admin Seminar	Alderbrook Resort	Deenik
8-Jun	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioners Baldwin & DeRock
13-Jun	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
27-Jun	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff

JULY 2023

Date:	Time:	Event:	Location:	Attending:
4-Jul	All Day	Independence Day - Office Closed	All Offices	CDRPA Staff

8-Jul	All Day	Pangborn Festival of Flight	Pangborn Airport	CDRPA Staff
11-Jul	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
13-Jul	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioners Baldwin & DeRock
24-26 Jul	All Day	WPPA 2023 Commissioner Seminar	Alderbrook Resort	
25-Jul	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
AUGUST 2023				
Date:	Time:	Event:	Location:	Attending:
8-Aug	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
8-11 Aug	All Day	Brownfields 2023 Conference	Detroit, MI	
10-Aug	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioners Baldwin & DeRock
13-15 Aug	All Day	Routes Takeoff (Airline Meetings)	Atlantic City, NJ	Moyers
22-Aug	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
SEPTEMBER 2023				
Date:	Time:	Event:	Location:	Attending:
4-Sep	All Day	Labor Day - Office Closed	All Offices	CDRPA Staff
10-12 Sep	All Day	National Airports Conference	Spokane, WA	Moyers
12-Sep	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
14-Sep	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioners Baldwin & DeRock
19-22 Sep	All Day	2023 WFOA 68th Annual Conf.	Spokane Convention Ctr.	Lough
20-22 Sep	All Day	NWAAAE Annual Conference	Kelowna, BC	Moyers
26-Sep	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
OCTOBER 2023				
Date:	Time:	Event:	Location:	Attending:
10-Oct	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
12-Oct	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioners Baldwin & DeRock
24-Oct	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
26-27 Oct	All Day	Small Ports Seminar	Campbell's Resort	
NOVEMBER 2023				
Date:	Time:	Event:	Location:	Attending:
9-Nov	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioners Baldwin & DeRock
14-Nov	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
23-Nov	All Day	Thanksgiving Holiday - Office Closed	All Offices	CDRPA Staff
24-Nov	All Day	Thanksgiving Holiday - Office Closed	All Offices	CDRPA Staff
28-Nov	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
DECEMBER 2023				
Date:	Time:	Event:	Location:	Attending:
6-8 Dec	All Day	WPPA 2023 Annual Meeting	Hilton: Vancouver	
12-Dec	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
14-Dec	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioners Baldwin & DeRock
25-Dec	All Day	Christmas - Office Closed	All Offices	CDRPA Staff
26-Dec	All Day	Christmas - Office Closed	All Offices	CDRPA Staff