

**Chelan Douglas Regional Port Authority
Meeting Agenda
April 28th, 2020
9:00 am**

**In order to maximize social distancing related to COVID-19,
the meeting will be held remotely using Zoom Virtual Conference Room**

I. CALL TO ORDER

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

II. INTRODUCTIONS

III. CONFLICT OF INTEREST

IV. CONSENT AGENDAS

CDRPA: Approval of Chelan Douglas Regional Port Authority Minutes of March 24th, 2020 Meeting; March 2020 Commission Calendar; and Check Register Pages #2020-07-#2020-08; and CDRPA Resolution No. 2020-09 voiding check #5261.

POCC CONSENT AGENDA: Approval of Check Register Pages #2020-06-#2020-07

PODC CONSENT AGENDA: Approval of Check Register Pages #2020-05

V. PORT OF CHELAN COUNTY ACTION ITEMS

- (1) Continuation of Public Hearing declaring certain property located in Chelan County surplus to the needs of the Port of Chelan County – Lineage Property North Node
- (2) POCC Resolution No. 2020-07 Authorization to reprice Banner Bank Bonds for Cashmere Mill District from current rate of 4.19% to 2.49%
- (3) POCC Resolution No. 2020-06 Authorization to convert unsecured note payable to Executive Flight to a 10 year privately held bond with North Cascades Bank

VI. CDRPA ACTION ITEMS

- (4) To authorize the CEO to enter into a lease modification with Accor reducing the required lease surety bond from \$650,000 to \$570,000
- (5) Review final Lineage North RFP
- (6) REEF Parking (Republic) request to waive minimum parking guarantees for three months at Pangborn Memorial Airport
- (7) CDRPA Resolution No. 2020-10 authorizing the CEO to waive late fees and/or finance charges for the remainder of the fiscal year 2020
- (8) COVID-19 – Small Business Grant Program Updates
 - Working Washington Small Business Grants
 - Community Development Block Grants
 - Other

(8-A) Authorize CEO to accept Washington State Department of Commerce Grant Funding for “Working Washington Small Business Grants”

(8-B) Authorize CEO to issue “Working Washington Small Business Grants” to Governor selected small business in Chelan and Douglas Counties

- (8-C) Authorize the CEO to enter into Interlocal Agreements with local governments for Community Development Block Grant Funding, subject to legal counsel review
- (9) Approval of Settlement Agreement and Release between Chelan Douglas Regional Port Authority and Gigawatt Trustee Mark D. Waldron
- (10) Concurrence with CEO awarding terminal building parking lot seal coating and restriping contract to Moe Asphalt Paving and Sealcoating LLC in the amount of \$66,740 plus sales tax
- (11) Establishing an overall project budget for the terminal building parking lot seal coating and restriping project in an amount not to exceed \$85,000
- (12) Approval to increase terminal building capacity improvement project budget from \$396,354 to \$409,375
- (13) Authorization to renew Interagency Agreement with Washington State University for the Small Business Development Center
- (14) Federal Air Service Grant Update – Local Contributions / COVID-19

VII. CDRPA INFORMATIONAL ITEMS

- Attorney General’s Office April 6, 2020 memo on legality for supporting small business grants
- HVAC needed repairs – Executive Flight Building
- CARES Act Grant – Pangborn Memorial Airport
- COVID-19 Regional Port Tenant Impacts
- COVID-19 Regional Port Revenue Impacts
- Property Development

VIII. PUBLIC COMMENT

IX. REVIEW CALENDAR OF EVENTS

X. ITEMS FROM BOARD OF DIRECTORS

XI. 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))

XII. ADJOURN

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

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



April 23, 2020

Public Notice: For Immediate Use

The Chelan Douglas Regional Port Authority's next regular board meeting will be held on Tuesday, April 28th, 2020 at 9:00am. In order to maximize social distancing related to COVID-19, the meeting will be held remotely using Zoom Virtual Conference Room.

If the public would like to listen and participate remotely, please use the following call-in information:

Please click the link below to join the webinar: <https://zoom.us/j/94825201122>

Or Telephone:

Dial:

- 1 346 248 7799
- 1 669 900 6833
- 1 312 626 6799
- 1 646 876 9923
- 1 253 215 8752
- 1 301 715 8592

Webinar ID: 948 2520 1122

For more information, please contact:

Jim Kuntz, Chief Executive Officer
jim@cdrpa.org (509) 884-4700

The meeting agenda is attached.



**Chelan Douglas Regional Port Authority
Board of Directors
SUGGESTED MOTIONS
April 28th, 2020**

I. CDRPA CONSENT AGENDA

To approve the Chelan Douglas Regional Port Authority (CDRPA) Consent Agenda consisting of Minutes of March 24th, 2020 Meeting; March 2020 Commission Calendar; Check Register Pages #2020-07-#2020-08; and CDRPA Resolution No. 2020-09 voiding check #5261, as presented.

II. POCC CONSENT AGENDA

To approve the Port of Chelan County (POCC) Consent Agenda consisting of Check Register Pages #2020-06-#2020-07, as presented.

III. PODC CONSENT AGENDA

To approve the Port of Douglas County (PODC) Consent Agenda consisting of Check Register Page #2020-05, as presented.

IV. PORT OF CHELAN COUNTY ACTION ITEMS

1. **POCC Resolution No. 2020-07 Authorization to reprice Banner Bank Bonds for Cashmere Mill District**

To adopt Resolution 2020-07 authorizing the repricing of Banner Bank Bonds for Cashmere Mill District

2. **POCC Resolution No. 2020-06 Authorization to convert unsecured note payable to Executive Flight to a 10 year privately held bond with North Cascades Bank**

To adopt Resolution No. 2020-06 authorizing converting unsecured note payable to Executive Flight to a 10 year privately held bond with North Cascades Bank

V. CDRPA ACTION ITEMS

1. **Lease modification with Accor reducing the required lease surety bond from \$650,000 to \$570,000**

To authorize the CEO to enter into a lease modification with Accor reducing the required lease surety bond from \$650,000 to \$570,000

2. **REEF Parking (Republic) request to waive minimum parking guarantees for three months at Pangborn Memorial Airport**

To Authorize the CEO to approve REEF Parking (Republic) request to waive minimum parking guarantees for three months (April, May, June) at Pangborn Memorial Airport

3. **CDRPA Resolution No. 2020-10 authorizing the CEO to waive late fees and/or finance charges for the remainder of the fiscal year 2020**

To adopt CDRPA Resolution No. 2010-10 authorizing the CEO to waive late fees and/or finance charges for the remainder of the fiscal year 2020

4. **Authorize CEO to accept Washington State Department of Commerce Grant Funding for "Working Washington Small Business Grants"**

To authorize the CEO to accept Washington State Department of Commerce Grant Funding for "Working Washington Small Business Grants"

5. **Authorize CEO to issue "Working Washington Small Business Grants" to Governor selected small business in Chelan and Douglas Counties**

To authorize CEO to issue "Working Washington Small Business Grants" to Governor selected small business in Chelan and Douglas Counties

6. **Authorize the CEO to enter into Interlocal Agreements with local governments for Community Development Block Grant Funding, subject to legal counsel review**

To authorize the CEO to enter into Interlocal Agreements with local governments for Community Development Block Grant Funding, subject to legal counsel review

7. **Approval of Settlement Agreement and Release between Chelan Douglas Regional Port Authority and Giga Watt Trustee Mark D. Waldron**

To approve the Settlement Agreement and Release between Chelan Douglas Regional Port Authority and Giga Watt Trustee Mark D. Waldron

8. **Concurrence with CEO awarding terminal building parking lot seal coating and restriping contract to Moe Asphalt Paving and Sealcoating LLC in the amount of \$66,740 plus sales tax**

To concur with the CEO awarding the terminal building parking lot seal coating and restriping contract to Moe Asphalt Paving and Sealcoating LLC in the amount of \$66,740 plus sales tax

9. **Establishing an overall project budget for the terminal building parking lot seal coating and restriping project in an amount not to exceed \$85,000**

To establish an overall project budget for the terminal building parking lot seal coating and restriping project in an amount not to exceed \$85,000

10. **Approval to increase terminal building capacity improvement project budget from \$396,354 to \$409,375**

To approve the increase for the terminal building capacity improvement project budget from \$396,354 to \$409,375

11. **Authorization to renew Interagency Agreement with Washington State University for the Small Business Development Center**

To authorize the CEO to renew the Interagency Agreement with Washington State University for the Small Business Development Center

Potential Motions

LOJO Property

To authorize the CEO to enter into a Purchase & Sale Agreement with LOJO Orchards



**Board of Directors
Chelan Douglas Regional Port Authority
Meeting Minutes
One Campbell Parkway
East Wenatchee, WA 98802
and
Confluence Technology Center
285 Technology Center Way
Wenatchee, WA 98801
March 24th, 2020
9:00 am**

Present:

Directors

JC Baldwin, Director (via Zoom)
Donn Etherington, Director (via Zoom)
Rory Turner, Director

Jim Huffman, Director (via Zoom)
Alan Loeb sack, Director (via Zoom)
Mark Spurgeon, Director (via Zoom)

Staff

*Jim Kuntz, Chief Executive Officer
*Monica Lough, Director of Finance & Admin.
Ron Criddlebaugh, Director of Economic Development
Craig Larsen, Business Development Manager
Tricia Degnan, CTC Manager
*Sarah Deenik, Communications Coordinator
Cami Harris, Executive Assistant
*Jim Kuntz, Monica Lough, Trent Moyers, Sarah Deenik, Quentin Batjer, and Pete Fraley in person;
others via Zoom.

*Trent Moyers, Director of Airports
*Pete Fraley, Legal Counsel
*Quentin Batjer, Legal Counsel
Stacie de Mestre, Property & Facilities Mgr.
Randy Asplund, Consultant

Guests:

Ray Dobbs, City of Chelan (via Zoom)
Allie Jordan (via Zoom)

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

Roll call was taken.

Addition to Agenda Items – Kuntz requested the following items be added to the agenda under CDRPA Action Items:

- Reef letter – regarding waiver of minimum parking guarantees at Pangborn Memorial Airport.
- Subsplash lease – request to extend lease to September 30th, 2020.

Conflict of Interest – Commissioner Turner advised he may have a conflict of interest regarding agenda items: possible refunding of debt and the Subsplash lease.

CDRPA CONSENT AGENDA:

The Consent Agenda consisting of minutes of the Chelan Douglas Regional Port Authority (CDRPA) meeting of March 10th, 2020; and February 2020 Commission Calendar was presented and the following action was taken:

Motion No.	03-12-20 CDRPA
Moved by:	Mark Spurgeon
Seconded by:	JC Baldwin
	<i>To approve the Chelan Douglas Regional Port Authority (CDRPA) Consent Agenda consisting of minutes of March 10th, 2020 meeting; and February 2020 Commission Calendar, as presented.</i>

Motion passed 6-0.

PORT OF CHELAN COUNTY PUBLIC HEARING:

Commissioner Turner opened the Port of Chelan County Public Hearing at 9:21 am.

POCC Resolution No. 2020-05 Concerning Surplus Property – Kuntz presented Resolution No. 2020-05 declaring the Lineage North Node property surplus to the needs of the Port of Chelan County. In light of Washington State Governor Jay Inslee’s March 23rd, 2020 order concerning the Covid-19 virus and self-isolating, the public’s opportunity to comment may have been impaired. It was decided the Public Hearing will be continued until the next Regular Meeting being held on April 28th. Discussion ensued, and no formal action was taken.

An opportunity for public comment was provided; however no public comments were made. Public Hearing continued to April 28th, 2020. Any public comments during the continuance will be accepted.

CDRPA ACTION ITEMS:

US Forest Service Helipad Project – Lease Amendment No. 4 - Kuntz reviewed Lease Amendment No. 4 between the CDRPA and the US Forest Service. The amendment addresses three items: increases the lease rate; extends lease terms; and provides for the US Forest Service to reimburse the CDRPA for the helipad construction. Discussion ensued and the following action was taken:

Motion No.	03-13-20 CDRPA
Moved by:	JC Baldwin
Seconded by:	Mark Spurgeon
	<i>To authorize the CEO to enter into Lease Amendment No. 4, subject to approval of one CDRPA Director, concerning any material changes to Lease Amendment No. 4.</i>

Motion passed 6-0.

US Forest Service Helipad Project – Bid Award – Kuntz presented the bids received for the US Forest Service Helipad Project. Rudnick and Sons, LLC is the apparent low bidder. Discussion ensued and the following action was taken:

Motion No.	03-14-20 CDRPA
Moved by:	Mark Spurgeon
Seconded by:	Jim Huffman
	<i>To authorize the CEO to accept the Engineer’s recommendation that Rudnick and Sons, LLC is the apparent low bidder for the Helipad Project and award said bid in the amount of \$237,962.18, including tax, subject to the US Forest Service first having executed Lease Amendment No. 4.</i>

Motion passed 6-0.

US Forest Service Helipad Project –Authorization to Award and Sign Contract

Motion No.
Moved by:
Seconded by:

03-15-20 CDRPA

JC Baldwin
Mark Spurgeon

To authorize the CEO to award and sign the contract with Rudnick and Sons, LLC in the amount of \$237,962.18, including tax, upon receipt and acceptance of all necessary deliverables required by the contract from the contractor and further subject to the US Forest Service first having executed Lease Amendment No. 4.

Motion passed 6-0.

US Forest Service Helipad Project – Establishing Overall Project Budget – Moyers presented the overall project budget for the US Forest Service Helipad Project including contingencies. Discussion ensued and the following action was taken:

Motion No.
Moved by:
Seconded by:

03-16-20 CDRPA

Jim Huffman
JC Baldwin

To establish an overall project budget in an amount not to exceed \$297,582.00.

Motion passed 5-1.
Commissioner Etherington Nay.

CDRPA Resolution No. 2020-06 Authorizing Grant Submittal to WSDOT Aviation Division for the Waterville Airport – Kuntz and Moyers provided information on submitting a grant request to WSDOT Aviation Division for the Waterville Airport. Discussion ensued and the following action was taken:

Motion No.
Moved by:
Seconded by:

03-17-20 CDRPA

Jim Huffman
JC Baldwin

To adopt Resolution No. 2020-06 authorizing a grant application to the WSDOT Aviation Division in the amount of \$184,783.50 and committing to a local match of \$20,531.50.

Motion passed 6-0.

CDRPA Resolution No. 2020-07 Authorizing Grant Submittal to WSDOT Aviation Division for the Mansfield Airport – Kuntz and Moyers provided information on submitting a grant request to WSDOT Aviation Division for the Mansfield Airport. Discussion ensued and the following action was taken:

Motion No.
Moved by:
Seconded by:

03-18-20 CDRPA

Jim Huffman
Mark Spurgeon

To adopt Resolution No. 2020-07 authorizing a grant application to the WSDOT Aviation Division in the amount of \$106,650 and committing to a local match of \$11,850.00.

Motion Failed 4-2.
Commissioners Baldwin & Etherington Nay.

CDRPA Resolution No. 2020-08 Authorizing Emergency Powers and Delegating Authority to the CEO in Response to the Outbreak of Covid-19 – Kuntz provided information on the need for Resolution No. 2020-08 authorizing emergency powers and delegating authority to the CEO in response to the outbreak of Covid-19. Numerous other government agencies are passing similar resolutions. Discussion ensued and the following action was taken:

Motion No.	03-19-20 CDRPA
<i>Moved by:</i>	<i>Mark Spurgeon</i>
<i>Seconded by:</i>	<i>Jim Huffman</i>
	<i>To adopt Resolution No. 2020-08 authorizing emergency powers and delegating authority to the CEO in response to the outbreak of Covid-19.</i>

Motion Passed 6-0.

Parking at Pangborn Memorial Airport – Reef (Republic Parking) recently requested Pangborn waive minimum guarantee parking fees for three months during the Covid-19 outbreak. Discussions ensued and the Board directed staff to renegotiate the contract with Reef to defer payments rather than waive. No formal action taken.

Subsplash Lease at Pybus Incubator – Kuntz provided an update on the Subsplash lease at Pybus. Subsplash requested an additional lease extension from June 30th to September 30th primarily due to Covid-19 outbreak and their ability to secure a new location. Discussion ensued and the following action was taken:

Motion No.	03-20-20 CDRPA
<i>Moved by:</i>	<i>JC Baldwin</i>
<i>Seconded by:</i>	<i>Mark Spurgeon</i>
	<i>To extend the Subsplash Lease from June 30th, 2020 to September 30, 2020.</i>

*Motion passed 5-0.
Commissioner Tuner abstained.*

Note: Commissioner Turner left the room and did not participate in the discussion.

CDRPA INFORMATIONAL ITEMS

Lineage North Draft RFP – Kuntz and Asplund reviewed the draft RFP for the sale of the Lineage North Node. The criteria for the sale was reviewed and discussions ensued. The Board directed staff to continue working on the RFP and bring back to the Board at the April 28th meeting.

Covid-19 Virus Update – Kuntz provided an update on what the CDRPA is doing in light of the Covid-19 virus outbreak including limited staffing at the CDRPA and Pangborn, closing the CTC for two weeks, and keeping the Orondo River Park closed until further notice.

HOM Solutions, a tenant at the Olds Station Business Park, has requested a two month rent deferment as their carpet installation business has been impacted by the COVID -19 crisis. They are requesting a two month deferment (April & May) totaling \$6,783.26. The deferment will be paid back in full on or before December 15, 2020. Kuntz said he had the authority to grant said deferment, but wanted to brief the board.

Repricing of Debt – Lough reviewed the bond with Banner Bank for financing of the buildings at the Cashmere Mill District. Banner Bank will lower the bond interest rate to 2.49%. The Board directed staff to proceed with repricing of the bond. Repricing documents will be brought back for Board approval at the April 28th Board Meeting.

Refunding of Debt – Lough reported North Cascades Bank has offered the best rates to convert the unsecured note payable to Executive Flight to a 10 year privately held bond with an interest rate of 3%. The Board directed staff to proceed with the transaction. The new loan will be brought back to the Board for approval at the April 28th meeting.

STAFF REPORTS & UPDATES:

Kuntz provided information and updates including:

- Gigawatt update – CDRPA will get the property back on May 7th, per Judge order.
- Staffing update – hiring an assistant for de Mestre.
- Accor surety deposit update – after discussions, staff was directed to reduce the surety deposit requirement on the Accor lease to a total of two years of debt service (from \$650,000 to \$570,000). Staff will prepare a lease amendment and it will be brought back to Board at the April 28th meeting for approval.

Lough provided information and updates including:

- Discussion with Paul Jarvis of TVI Investments regarding CDRPA portfolio.

Cridlebaugh provided information and updates including:

- Worked with Representatives Schrier and Newhouse for assistance for small businesses in light of Covid-19 virus.

Moyers provided information and updates including:

- Reviewed Load Factor; down due to limited travel orders.
- Terminal Security & Capacity Projects are moving forward.
- Potential of Alaska Airlines parking airplanes at Pangborn if airplanes are grounded in light of the Covid-19 virus – airport has capacity for parking 34 airplanes. Board directed staff that parking to be at no cost to Alaska Airlines.

Public Comment – Ray Dobbs reported on the upcoming City of Chelan City Council Meeting on March 24th, 2020.

ITEMS FROM BOARD OF DIRECTORS:

Commissioner Baldwin

- Commissioner Loeb sack will be on the Columbia Basin Development League board instead of her.

Cancellation of April 14th, 2020 Board of Director’s meeting – due to the Covid-19 virus, the Board elected to cancel the April 14th meeting.

The Chelan Douglas Regional Port Authority meeting was adjourned at 12:33 pm.

Signed and dated this 28th day of April, 2020.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Mark Spurgeon, Director

Rory Turner, Director


W. Alan Loeb sack, Director

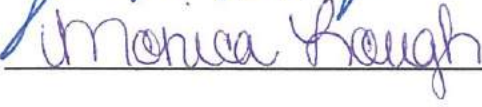
Chelan Douglas Regional Port Authority Check Register Listing

Issued	Register #	Reason	First #	Last #	Amount
03/13/20	2020-07	Payables	5256	5349	\$ 227,091.91
03/26/20	-	WA Dept of Rev - Sales Tax		EFT	\$ 1,869.76
03/31/20	2020-08	Payroll	5350	5352	\$ 228,135.31
03/31/20	2020-09	Payables	5353	5423	\$ 357,543.11

166 checks, EFTPS, and electronic payroll deposits for approval April 28, 2020 total:
\$ 814,640.09

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 Baldwin _____

Director Etherington _____

Director Huffman _____

Director Loeb sack _____

Director Spurgeon _____

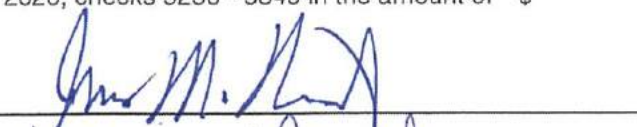
Director Turner _____

**Chelan Douglas Regional Port Authority
Check Register
2020-07**

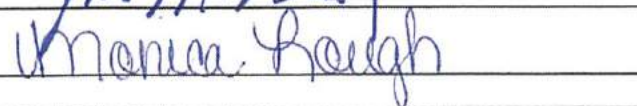
We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval March 13th, 2020, checks 5256 - 5349 in the amount of \$ 227,091.91

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>
<u>CASHMERE MILL DISTRICT</u>				
03/13/20	Chelan County PUD	Utilities	5268	1,889.52
03/13/20	City of Cashmere	Utilities - Water/Sewer	5270	285.14
03/13/20	Schmitt Electric	Relocate Distillery Circuits	5330	327.78
03/13/20	Waste Management	Garbage Services	5340	710.44
	Net Cashmere Mill District			<u>3,212.88</u>
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
03/13/20	Chelan County PUD	Utilities	5266	8,541.31
03/13/20	City of Wenatchee	Utilities	5272	334.67
03/13/20	Crown Paper & Janitorial Supply	Bathroom Supplies	5279	512.01
03/13/20	Express Services, Inc.	Support Staff - VCC	5284	248.06
03/13/20	Firefly	Managed Services; Hardware	5286	12,514.23
03/13/20	Frontier	Telephone Services	5288	639.29
03/13/20	GFC Services	Custodial/Room Setups	5289	5,723.37
03/13/20	Keyhole Security, Inc.	Alarm Monitoring - Feb/Mar	5294	54.26
03/13/20	Lowe's	Maintenance Supplies	5299	195.25
03/13/20	MasterCard	Business Expenses - Degnan	5307	199.76
03/13/20	McDougall & Sons, Inc.	Meeting Refund - Cancellation	5311	2,386.00
03/13/20	Mesa Associates	Release of Deposit	5312	618.65
03/13/20	North Central ESD	Professional Services, per contract	5314	3,580.50
03/13/20	Pacific Security	Patrol & Guard Service	5317	620.50
03/13/20	Tricia Degnan	Mileage Reimbursement	5333	46.00
03/13/20	WA Farm Bureau	Refund of Room Credit	5336	42.89
03/13/20	Waste Management	Garbage Services	5341	2,010.28
03/13/20	Weinstein Beverage Co.	Coffee Supplies	5342	196.00
	Net Confluence Technology Center			<u>38,463.03</u>
<u>Kelly Property - Chelan</u>				
03/13/20	Chelan County PUD	Utilities	5265	22.17
	Net Kelly Property - Chelan			<u>22.17</u>

OLDS STATION BUSINESS PARK

03/13/20	Cascade Natural Gas	Utilities - IB9E	5264	13.78
03/13/20	Chelan County PUD	Utilities	5267	3,192.36
03/13/20	City of Wenatchee	Utilities	5273	608.99
03/13/20	Coleman Oil Company	Fuel	5274	95.22
03/13/20	Keyhole Security, Inc.	Firm Alarm Monitoring	5295	209.22
03/13/20	S&W Irrigation Supply	Irrigation Maintenance	5328	82.31
03/13/20	Stemilt Organic Recycling	Yard Waste	5332	30.00
03/13/20	Waste Management	Garbage Services	5338	296.60
	Net Olds Station Business Park			<u>4,528.48</u>

PANGBORN AIRPORT

03/13/20	Ag Supply Co.	Fuel	5256	1,716.31
03/13/20	ALEAN+	Annual Membership - B Smith	5257	450.00
03/13/20	Avfuel Corp	Jet A & 100LL Fuel	5259	56,680.43
03/13/20	Brian Smith	Payroll Advance	5262	500.00
03/13/20	Camryn Beidler	Payroll Advance	5263	500.00
03/13/20	Edwin Sanchez	Payroll Advance	5281	950.00
03/13/20	Home Depot Pro	Maintenance Supplies	5290	47.64
03/13/20	Jerry's Auto Supply	Maintenance Supplies	5291	163.47
03/13/20	Jorge Ramos	Payroll Advance	5292	1,300.00
03/13/20	Kroesen's Inc.	Station Wear Pants - Russ	5296	259.00
03/13/20	L N Curtis & Sons	Firefighter Boots	5297	524.73
03/13/20	M-B Companies, Inc.	Hyd. Cylinders - Vehicle Maintenance	5300	828.70
03/13/20	MasterCard	Business Expenses - Russ	5306	648.57
03/13/20	MasterCard	Business Expenses - Flaget	5308	826.56
03/13/20	MasterCard	Business Expenses - Moyers	5309	4,175.76
03/13/20	Douglas County PUD	Utilities	5321	4,388.00
03/13/20	RPD Services, LLC	Fuel System Troubleshooting	5327	2,434.55
03/13/20	Salcido Connection, Inc.	Jet Tank Motor Testing	5329	1,099.00
03/13/20	Verizon Wireless	Ops, mx, on-call phones	5334	65.57
03/13/20	Voiaire Aviation, Inc.	Air Service Retainer - January	5335	4,000.00
03/13/20	Waste Management	Garbage Services	5337	826.99
03/13/20	Wenatchee World	Legal Ad - Bids for Helicopter Pad	5346	298.54
	Net Pangborn Airport			<u>82,683.82</u>

PANGBORN AIRPORT BUSINESS PARK

03/13/20	Alpine Aire Heating & Cooling, Inc.	Filter Replacement - CWICC	5258	244.08
03/13/20	Beckstead Electric, Inc.	Electrical Work - CWICC	5260	514.35
03/13/20	Consolidated Electrical Distributors	Maintenance Supplies - 3306	5276	116.01
03/13/20	Maul Foster Alongi	Professional Services	5310	112.50
03/13/20	Platt Electric Supply	Maintenance Supplies - CWICC	5318	826.91
03/13/20	Douglas County PUD	Utilities	5322	6,624.00
	Net Pangborn Airport Business Park			<u>8,437.85</u>

RPA OFFICE/AVIATION CENTER

03/13/20	Executive Flight, Inc.	Interest Payment- April	5283	7,500.00
03/13/20	North Cascades Heating & Air	Service Call - Gas Leak	5313	129.96
03/13/20	Waste Management	Garbage Services	5339	388.38
	Net RPA Office/Aviation Center			<u>8,018.34</u>

MANSFIELD AIRPORT

03/13/20	Douglas County PUD	Utilities	5320	49.00
	Net Mansfield Airport			49.00

ADMINISTRATIVE & GENERAL

03/13/20	Costco	Annual Membership	5277	60.00
03/13/20	Crossroads Strategies, LLC	Consulting Fee - Feb/Mar 2020	5278	6,666.66
03/13/20	Davis Arneil Law Firm, LLP	Legal Professional Fees	5280	9,875.50
03/13/20	Firefly	Managed Services	5287	772.12
03/13/20	Kelley Connect	Copier Maintenance	5293	162.45
03/13/20	Local Tel Communications	Service Calls - Telephone	5298	190.56
03/13/20	MasterCard	Business Expenses - Baldwin	5302	848.70
03/13/20	MasterCard	Business Expenses - Kuntz	5303	216.58
03/13/20	MasterCard	Business Expenses - General	5304	4,132.19
03/13/20	Office Depot	Office Supplies	5315	1,902.49
03/13/20	Ogden Murphy Wallace, PLLC	Legal Professional Fees	5316	8,659.75
03/13/20	RH2 Engineering, Inc.	Professional Services	5324	20,824.34
03/13/20	Ronald Cridlebaugh	Payroll Advance	5326	2,000.00
03/13/20	Sound Energy, LLC	Consulting Services - Jan/Feb	5331	4,243.23
03/13/20	Wenatchee Downtown Assoc.	Annual Banquet Ticket - Etherington	5343	35.00
03/13/20	Wenatchee World	Legal Ad - Declaring Surplus Property	5345	100.10
03/13/20	Xerox Corporation	Copier Lease & Maintenance	5347	427.47
03/13/20	Quadient Finance, USA, Inc.	Postage Machine Lease - PODC	5348	101.49
03/13/20	Quadient Leasing USA, Inc.	Postage Machine Lease - POCC	5349	234.35
	Net Administrative & General			61,452.98

BUSINESS DEVELOPMENT & MARKETING

03/13/20	Blue Spirits Distilling	Promotional Hosting - BAH Event	5261	336.00
03/13/20	MasterCard	Business Expenses - Larsen	5301	380.57
03/13/20	MasterCard	Business Expenses - Cridlebaugh	5305	1,561.63
03/13/20	Ring a Bell's Catering	Promotional Hosting - BAH Event	5325	1,800.49
03/13/20	Wenatchee Valley Sports Foundation	2020 Contribution - Winter Games	5344	5,000.00
	Net Business Development & Marketing			9,078.69

DOWNTOWN WENATCHEE SOUTH

03/13/20	Chelan County PUD	Utilities	5269	1,437.33
03/13/20	City of Wenatchee	Utilities	5271	797.86
03/13/20	Consolidated Electrical Distributors	Maintenance Supplies - Building H	5275	208.15
03/13/20	Enduris	Insurance Costs	5282	8,544.00
03/13/20	Plumbco, Inc.	Fire Sprinkler Maintenance	5319	157.33
	Net Downtown Wenatchee South			11,144.67

VOIDED CHECKS


03/13/20	Fastenal	5285	
03/13/20	Quadient Leasing USA, Inc.	5323	

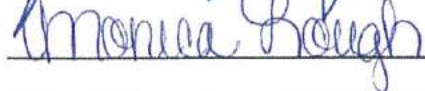
Chelan Douglas Regional Port Authority
Check Register
2020-08

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

For approval March 31st, 2020, checks 5350 - 5352 in the amount of \$ 228,135.31

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>
<u>Payroll</u>				
03/31/20	Baldwin, JC	March payroll	ACH	1,476.68
03/31/20	Beidler, Camryn	March payroll	ACH	1,948.37
03/31/20	Camarillo Reyes, Laura	March payroll	ACH	2,655.21
03/31/20	Chatriand, Bobbie	March payroll	ACH	2,769.84
03/31/20	Cridlebaugh, Ron	March payroll	ACH	3,669.76
03/31/20	de Mestre, Stacie	March payroll	ACH	4,953.94
03/31/20	Deenik, Sarah	March payroll	ACH	4,150.35
03/31/20	Degnan, Tricia	March payroll	ACH	4,239.60
03/31/20	Dennis, Kyle	March payroll	ACH	230.88
03/31/20	Etherington, Donn	March payroll	ACH	1,520.35
03/31/20	Flaget, Todd	March payroll	ACH	4,060.34
03/31/20	Haley, Newton	March payroll	ACH	461.75
03/31/20	Harris, Cami	March payroll	ACH	3,001.90
03/31/20	Huffman, James	March payroll	ACH	1,557.55
03/31/20	Kuntz, James	March payroll	ACH	11,280.64
03/31/20	Lamb, Kenneth	March payroll	ACH	3,901.94
03/31/20	Lamb, Shane	March payroll	ACH	1,916.41
03/31/20	Lape, Felicity	March payroll	ACH	4,344.96
03/31/20	Larsen, Craig	March payroll	ACH	6,012.80
03/31/20	Loebsack, W. Alan	March payroll	ACH	423.88
03/31/20	Lough, Monica	March payroll	ACH	7,530.32
03/31/20	Martinez, Rafael	March payroll	ACH	3,977.03
03/31/20	McKivor, Esther	March payroll	ACH	3,580.69
03/31/20	Moyers, Trent	March payroll	ACH	7,147.41
03/31/20	Orr, Marcus	March payroll	ACH	3,160.72
03/31/20	Parks, Lisa	March payroll	ACH	6,892.50
03/31/20	Ramos, Jorge	March payroll	ACH	2,207.56

03/31/20	Russ, Ron	March payroll	ACH	5,507.39
03/31/20	Russell, Justin	March payroll	ACH	3,629.45
03/31/20	Sanchez, Edwin	March payroll	ACH	1,275.64
03/31/20	Scott, Tristan	March payroll	ACH	2,553.45
03/31/20	Smith, Charles	March payroll	ACH	3,358.67
03/31/20	Spurgeon, Mark	March payroll	ACH	907.92
03/31/20	Stutzman, Lynn	March payroll	ACH	461.75
03/31/20	Turner, Rory	March payroll	ACH	1,476.68
03/31/20	Vargas, Manuel	March payroll	ACH	3,873.33
03/31/20	Department of Retirement Systems	March retirement	ACH	34,887.90
03/31/20	Sarah K. Deenik	Sunshine fund	5350	122.00
03/31/20	HRA VEBA Trust	March VEBA	5351	2,000.00
03/31/20	US Treasury	Payroll taxes	EFT	41,031.94
03/31/20	Washington Counties Insurance Fund	April insurance	5352	27,975.81
	Net Payroll			<u>228,135.31</u>

**Chelan Douglas Regional Port Authority
Check Register
2020-09**

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

For approval March 31st, 2020, checks ³5253 - 5423 in the amount of

\$ 357,543.11

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin

Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
3/31/2020	DOH Associates	Professional Services	5370	2,399.50
3/31/2020	Keyhole Security	Keys	5392	37.60
3/31/2020	LocalTel Communications	Fire Alarm Services	5395	394.04
3/31/2020	RH2 Engineering, Inc.	Wetland- A&E	5406	272.14
	Net Cashmere Mill District			3,103.28
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
3/31/2020	AgroFresh	Refund Reservation Cancellation	5354	1,285.00
3/31/2020	City of Wenatchee	Refund Reservation Cancellation	5364	545.75
3/31/2020	Crown Paper & Janitorial Supply	Janitorial Supplies	5368	524.37
3/31/2020	Express Services, Inc.	Contract Labor	5377	409.83
3/31/2020	Firefly	Managed Services	5380	488.25
3/31/2020	Home Depot Pro	Maintenance Supplies	5386	18.75
3/31/2020	Kelly Imaging Systems, Inc.	Copier Lease	5390	168.19
3/31/2020	Keyhole Security, Inc.	Elevator/Building Security	5391	2,328.78
3/31/2020	LocalTel Communications	Telephone	5395	1,070.38
3/31/2020	Lowe's	Maintenance Supplies	5398	169.04
3/31/2020	RH2 Engineering, Inc.	HVAC - A&E	5406	417.69
3/31/2020	Stoneway Electric Supply	Maintenance Supplies	5408	26.38
3/31/2020	Thrifty Supply	Maintenance Supplies	5413	77.75
3/31/2020	TLC Management Inc.	Parking Lot Sweep	5414	1,282.52
3/31/2020	Weinstein Beverage Co.	Coffee Service Supplies	5418	103.36
	Net Confluence Technology Center			8,916.04
<u>OLDS STATION BUSINESS PARK</u>				
3/31/2020	Chelan County PUD	Utilities	5362	619.15
3/31/2020	Chelan County Treasurer	Irrigation	5363	775.75
3/31/2020	H.D. Fowler Company	Irrigation Repairs	5383	1,112.09
3/31/2020	LocalTel Communications	Alarms Systems	5395	1,241.26
3/31/2020	Stoneway Electric Supply	Building & Maintenance Supplies	5409	43.00
3/31/2020	Wells & Wage Mechanical	Repair Condenser Motor	5419	732.38
	Net Olds Station Business Park			4,523.63

PANGBORN AIRPORT

3/31/2020	Ag Supply	Terminal, Aviation, FBO Supplies	5353	81.80
3/31/2020	Airside Solutions, Inc.	Led Tube Tester	5355	579.87
3/31/2020	Allied Trenchless	Septic Tank Repair/Update	5356	2,993.10
3/31/2020	Apple Valley Pumping Service	Septic Pumping	5357	362.81
3/31/2020	AvFuel	Jet A Inventory	5358	18,311.73
3/31/2020	Douglas County Sewer District No. 1	Utilities	5374	317.34
3/31/2020	Fastenal Company	Vehicle & Maintenance Supplies	5378	9.29
3/31/2020	Firefly	Information Technology	5379	1,732.80
3/31/2020	Home Depot Pro	Terminal Maintenance Supplies	5384	1,548.68
3/31/2020	Jerry's Auto Supply	Air Filters for Sweeper	5388	263.50
3/31/2020	Kroesen's Inc.	Station Wear Pants	5393	624.19
3/31/2020	L N Curtis & Sons, Inc.	G-Xel Jackets/ Pants	5394	7,438.28
3/31/2020	LocalTel Communications	Telephone/Internet/Cable	5395	1,053.56
3/31/2020	Lowe's	Terminal/Aviation Supplies	5397	138.95
3/31/2020	Moon Security Services, Inc.	Security Services	5400	42.24
3/31/2020	Oxarc Inc.	Service Ansul System	5404	1,591.74
3/31/2020	Platt Electric Supply	Terminal Maintenance Supplies	5405	220.09
3/31/2020	Voltaire Aviation Inc.	Air Service Development Retainer	5415	4,000.00
	Net Pangborn Airport			<u>41,309.97</u>

PANGBORN AIRPORT BUSINESS PARK

3/31/2020	Douglas County Sewer District No. 1	Utilities	5375	85.00
3/31/2020	LocalTel Communications	Fire Alarm Services	5395	370.72
3/31/2020	York Building Services, Inc.	Janitorial Services: 3306 & CWICC Bldg	5421	1,535.00
	Net Pangborn Airport Business Park			<u>1,991.72</u>

RPA OFFICE/AVIATION CENTER

3/31/2020	Cascade Natural Gas	Utilities	5360	3,149.14
3/31/2020	Douglas County Sewer District No. 1	Utilities	5376	156.52
3/31/2020	Home Depot Pro	Bldg Maintenance & Repair Supplies	5385	231.48
3/31/2020	North Cascades Heating & A/C	Service Heating Unit	5402	216.60
	Net RPA Office/Aviation Center			<u>3,753.74</u>

WATERVILLE AIRPORT

3/31/2020	Douglas County PUD	Utilities	5373	35.00
	Net Waterville Airport			<u>35.00</u>

ORONDO RIVER PARK

3/31/2020	Douglas County PUD	Utilities	5372	83.00
	Net Orondo River Park			<u>83.00</u>

PYBUS INCUBATOR

3/31/2020	Graybeal Signs	Repair & Replace Neons	5382	385.18
	Net Pybus Incubator			<u>385.18</u>

ADMINISTRATIVE & GENERAL

3/31/2020	Coleman Oil Company	Auto Fuel	5365	178.29
3/31/2020	Commercial Printing	Envelopes	5366	211.74
3/31/2020	Department of Retirement Systems	OASI 2019 - PMA	5369	25.00
3/31/2020	Donn Etherington	Mileage, Office Supplies	5371	46.52
3/31/2020	Firefly	Managed Services/Maintenance	5381	2,258.06
3/31/2020	JC Baldwin	Mileage	5387	471.96
3/31/2020	Jim Huffman	Mileage	5389	96.31
3/31/2020	LocalTel Communications	Telephone	5395	1,129.66

3/31/2020	Monica Lough	Mileage	5399	233.68
3/31/2020	NCW Media, Inc.	Cashmere Valley Records-Subscription	5401	40.00
3/31/2020	Office Depot	Office Supplies	5403	726.79
3/31/2020	RH2 Engineering, Inc	Project Management	5406	7,700.00
3/31/2020	Rory Turner	Mileage	5407	13.25
3/31/2020	W Alan Loeb sack	Mileage	5416	75.56
3/31/2020	Wageworks	Administration Fees	5417	200.00
3/31/2020	Wenatchee World	Annual Subscription	5420	254.70
	Net Administrative & General			<u>13,661.52</u>

BUSINESS DEVELOPMENT & MARKETING

3/31/2020	Bianchi Vineyards	Business After Hours Event	5359	127.20
3/31/2020	Craig Larsen	Mileage	5367	114.02
3/31/2020	NCW Economic Development Dist	2020 Support	5423	7,000.00
	Net Business Development & Marketing			<u>7,241.22</u>

DOWNTOWN WENATCHEE SOUTH

3/31/2020	Cascade Natural Gas	Utilities	5361	548.17
3/31/2020	Lowe's	Maintenance Supplies	5396	27.98
3/31/2020	RH2 Engineering, Inc.	Lineage Environmental Doc Review	5406	883.73
	Net Downtown Wenatchee South			<u>1,459.88</u>

CAPITAL PROJECTS

3/31/2020	T-O Engineers	Environmental Assess - A&E	5410	126,994.44
3/31/2020	T-O Engineers	Snow Removal - A&E	5410	15,086.24
3/31/2020	T-O Engineers	Approach Lighting System - A&E	5410	6,165.86
3/31/2020	T-O Engineers	Terminal Capacity Improvements - A&E	5410	3,519.36
3/31/2020	T-O Engineers	Ext Term Security Safety Improve - A&E	5411	1,204.45
3/31/2020	T-O Engineers	Fuel Station - A&E	5412	3,187.50
3/31/2020	Halme Builders, Inc.	PFC Terminal Capacity Improvements #4	5422	45,276.39
3/31/2020	Halme Builders, Inc.	PFC Terminal Security & Safety Improvements #5	5422	69,644.69
	Net Capital Projects			<u>271,078.93</u>

March 2020

Date	Meeting	Location	JCB	RT	DE	JH	MS	AL
3/2	Waterline Meeting for Lineage	CDRPA Office		X				
3/2	Waterville Downtown Association	Waterville						X
3/2	Cider Maker Re: Lineage	McGlinns		X				
3/2	EDD Executive Committee Conf. Call	Telcon				X		
3/4	Tour / GWATA	Step Change	X					
3/4	Stehekin Working Group	CDRPA Office		X				
3/5	Chamber Banquet	Convention Center		X	X			
3/5	PMA Planning Meeting	CDRPA Office					X	
3/9	Review Lineage Presentation	Forte Architects		X				
3/10	CDRPA Commission Meeting	CDRPA OFFICE	X	X	X	X	X	X
3/11	EDD Board Meeting	Chelan				X		
3/12	CDTC Meeting	CTC	X				X	
3/12	Economic Dev. Planning Meeting	CDRPA Office			X			X
3/13	Tri Commission Breakfast Meeting	Big Y	X					
3/13	Blue Sky Meeting	CDRPA Office			X			
3/18	GWATA Board Meeting	Telcon	X					
3/18	Gigawatt Conference - Court	Telcon					X	
3/18	North Star Opportunity Zone Meeting	Wenatchee				X		
3/19	CDRPA Staff Meeting	CDRPA Office			X			
3/24	CDRPA Commission Meeting	Telcon	X	X	X	X	X	X
3/26	GWATA Virtual Tech Talk	Telcon	X					
3/30	Public Service Announcement	KPQ		X			X	
*	denotes multiple meetings are same day							

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY
RESOLUTION NO. 2020-09
RESOLUTION TO VOID CHECK NO. 5261**

Whereas Check No. 5261 in the amount of \$336.00 payable to Blue Spirits Distilling on Register Page No. 2020-07 was created and signed on March 13, 2020.

Whereas it was requested after the fact, by the vendor, for this service to be deemed a donation to the Chelan Douglas Regional Port Authority's Business after Hours event with the Wenatchee Chamber of Commerce.

Now, therefore be it resolved by the Board of Directors of the Chelan Douglas Regional Port Authority, a municipal corporation of the State of Washington, that Check No. 5261 be declared VOID.

Dated this 28th day of April, 2020.

Chelan Douglas Regional Port Authority

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Mark Spurgeon, Director

Rory Turner, Director

W. Alan Loeb sack, Director

**Port of Chelan County
Check Register Log
Tuesday, April 28th, 2020**

<u>Issued</u>	<u>Register #</u>	<u>Reason</u>	<u>Amount</u>	<u>First #</u>	<u>Last #</u>
3/16/2020	2020-06	Midmonth Payables	\$ 41,113.74	5061	5062
3/31/2020	2020-07	Month-end Payables	\$ 42,627.63	5063	5066

6 warrants for approval April 28, 2020 total: **\$ 83,741.37**

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 Warrants listed above are approved for payment.

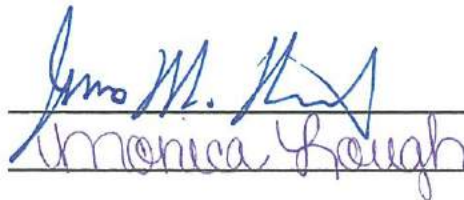
Executive Director

Dir. of Finance & Admin.

Commissioner

Commissioner

Commissioner

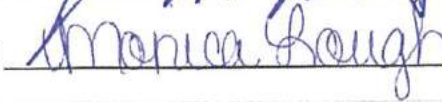


**Port of Chelan County
Check Register
2020-06**

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 March 16th, 2020, checks 5061 - 5062 in the amount of \$ **41,113.74**

Jim Kuntz, Executive Director 

Monica Lough, Director of Finance & Admin 

Date Issued	Claimant	Purpose	Check #	Amount
3/16/2020	Halme Builders, Inc	Release of Retainage	5061 \$	40,908.74
3/16/2020	Ogden Murphy Wallace, PLLC	Legal Fees - Fibro - January 2020	5062 \$	205.00

**Port of Chelan County
Check Register
2020-07**

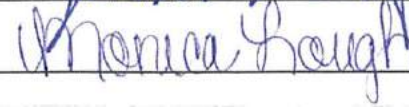
We, the undersigned Commissioners of Port of Chelan County, Chelan County, Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval March 31st, 2020, checks 5063 - 5066 in the amount of \$ 42,627.63

Jim Kuntz, Executive Director



Monica Lough, Director of Finance & Admin



Date Issued	Claimant	Purpose	Check #	Amount
3/31/2020	Chelan County PUD	5th St. Redevelopment, per Agreement	5063 \$	35,382.33
3/31/2020	Ogden Murphy Wallace, PLLC	February Legal Fees - Fibro	5064 \$	1,787.50
3/31/2020	State of WA Dept of Retirement Systems	Old Age & Survivors Insurance - 2019	5065 \$	25.00
3/31/2020	Washington Virtual Academies	Refund of Room Rental	5066 \$	5,432.80

**Port of Douglas County
Check Register Log
March 2020**

<u>Issued</u>	<u>Register #</u>	<u>Reason</u>	<u>Amount</u>	<u>First #</u>	<u>Last #</u>
3/13/2020	2020-05	Mid-month Payables	\$ 12,800.14	5035	5037

3 warrants for approval April 28, 2020 total: **\$ 12,800.14**

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


Executive Director

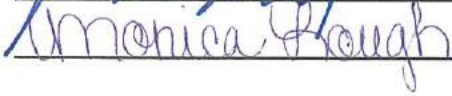
Dir. of Finance & Admin.

Commissioner

Commissioner

Commissioner





**Port of Douglas County
Check Register
2020-05**

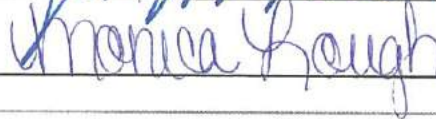
We, the undersigned Port of Douglas County, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval March 13, 2020 checks 5035 - 5037 in the amount of \$ 12,800.14

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>
03/13/20	Chelan Douglas Regional Port Authority	Lease Payment - CWICC	5035	491.00
03/13/20	Davis Arneil Law Firm LLP	Legal - Giga Watt	5036	1,788.75
03/13/20	Douglas County Auditor - Elections	Commissioner Jim Huffman	5037	10,520.39

TOTAL 12,800.14

RESOLUTION NO. 2020-07

A RESOLUTION OF THE PORT COMMISSION OF THE PORT OF CHELAN COUNTY, WASHINGTON, AMENDING RESOLUTION NO. 2018-07 TO MODIFY THE INTEREST RATE AND AMEND THE TERMS OF THE PORT'S LIMITED TAX GENERAL OBLIGATION BOND, 2018 (TAXABLE) HELD BY BANNER BANK.

WHEREAS, the Port Commission (the "Commission") adopted Resolution No. 2018-07 on July 3, 2018, providing for the issuance of the Port's Limited Tax General Obligation Bond, 2018 (Taxable) (the "Bond"), in the aggregate principal amount of \$3,000,000 for the purpose of financing the acquisition of a building located in the Pangborn Memorial Airport Industrial Park; and

WHEREAS, the Port issued and sold the Bond to Banner Bank, Wenatchee, Washington (the "Bank") on August 3, 2018; and

WHEREAS, the building acquisition was not completed by the Port due to changed circumstances and the proceeds of the Bond were used to construct and equip industrial buildings located at the Cashmere Mill District Business Park within the Port; and

WHEREAS, the Port has received a proposal from the Bank dated April 21, 2020 (the "Proposal") to modify the terms of the amend the terms of the Bond to effect a decrease in the interest rate; and

WHEREAS, it is now in the best interests of the Port to accept the Bank's Proposal;

NOW, THEREFORE, BE IT RESOLVED BY THE PORT COMMISSION OF THE PORT OF CHELAN COUNTY, WASHINGTON, as follows:

Section 1. Amendment to Resolution No. 2018-07. Section 1 of Resolution No. 2018-07 is hereby amended to read as follows (additions are double underscored and deletions are shown as stricken text):

Section 1. Definitions. As used in this resolution, the following words shall have the following meanings, unless a different meaning clearly appears from the context.

Acquisition means the construction and equipping of industrial buildings within the Port ~~of a building and associated leasehold interests, and equipment~~ as described in Section 2 of this resolution.

Adjustment Date means June 1, 2024~~2023~~, June 1, 2029~~2028~~, and June 1, 2034~~2033~~.

Adjusted Fixed Rate means, as of each Adjustment Date, the lower of (a) the then-current Federal Home Loan Bank (FHLB) of Des Moines five-year Long-Term Fixed Rate Advances Bullet Index, published thirty days prior to the Adjustment Date, plus 1.20%; or (b) the Interest Rate Cap; provided, however, that, notwithstanding the foregoing, the Adjusted Fixed Rate shall not be less than the Interest Rate Floor.

Bank means Banner Bank, and any business successor thereto.

Bond means the Port of Chelan County, Washington, Limited Tax General Obligation Bond, 2018 (Taxable) in the principal amount of \$3,000,000, issued pursuant to this resolution.

Bond Fund means the Port of Chelan County General Obligation Bond Redemption Fund created or maintained in the office of the Treasurer, as provided in Section 9 of this resolution.

Bond Register means the registration books showing the name, address and tax identification number of the registered owner of the Bond.

Bond Registrar, initially, means the Treasurer who will register and authenticate the Bond, maintain the Bond Register, effect transfer of ownership of the Bond and pay principal of and interest on the Bond. At any time following the issuance of the Bond, however, the Treasurer may determine to appoint a different Bond Registrar, including, but not limited to the fiscal agent of the State of Washington. The term *Bond Registrar* also shall include any successor Bond Registrar appointed by the Treasurer as permitted by law.

Commission means the legislative body of the Port, or any successor thereto as provided by law.

Commitment Letter means the commitment letter from the Bank, dated June 12, 2018, submitted to the Port to purchase the Bond, as approved pursuant to Section 11 of this resolution.

Date of Issue means the date of original issuance and delivery of the Bond to the Bank on August 3, 2018.

Designated Port Representative means the Executive Director of the Port or such other person as may be directed by resolution of the Commission.

Initial Fixed Rate means the fixed rate of 4.19% per annum from August 3, 2018 through May 31, 2020 and the fixed rate of 2.49% as of June 1, 2020, which rate shall remain in effect until the first Adjustment Date.

Interest Rate Cap means the maximum interest rate to be in effect beginning on each Adjustment Date, which shall be equal to (a) 5.79% per annum, during years six through ten of the Bond, (b) 7.29% per annum, during years eleven through fifteen of the Bond; and (c) 8.29% per annum, during years sixteen through twenty of the Bond.

Interest Rate Floor means the minimum interest rate to be in effect beginning on each Adjustment Date, which shall not be less than 2.49% ~~4.19%~~.

Maturity Date means the twentieth anniversary of the Date of Issue, or if such date is not a business day, the next preceding business day.

Port means the Port of Chelan County, Washington, a political subdivision duly organized and existing under and by virtue of the laws of the State of Washington.

Treasurer means the office/officer of the Port designated to perform the functions identified in RCW 53.36.010 or any other public officer as may hereafter be designated pursuant to law to have the custody of Port funds~~the Chelan County Treasurer, as *ex-officio* treasurer of the Port, or any successor to the functions of the Treasurer.~~

Section 2. Amendment to Resolution No. 2018-07. Section 2 of Resolution No. 2018-07 is hereby further amended to read as follows (additions are double underscored and deletions are shown as stricken text):

Section 2. Acquisition. Due to changed circumstances, proceeds of the Bond were used to construct and equip industrial buildings located at the Cashmere Mill District Business Park within the Port (the "Acquisition"). ~~The Port intends to undertake the purchase of a building, totaling approximately 64,305 square feet, and associated leasehold interests, and equipment located at Pangborn Memorial Airport (the "Acquisition"). The cost of the Acquisition is estimated to be in excess of \$4,000,000. All or a portion of the cost of the Acquisition will be paid from the proceeds of the hereinafter authorized Bond. At the time of acquisition, the Port will loan \$500,000 to Pangborn Memorial Airport for its acquisition of a second building previously owned by Executive Flight.~~

Section 3. Amendment to Resolution No. 2018-07. Section 7 of Resolution No. 2018-07 is hereby further amended to read as follows (additions are double underscored and deletions are shown as stricken text):

Section 7. Form of Bond. The Bond shall be reissued in substantially the following form in exchange for the Bond delivered at the original Date of Issue and provided, however, that the Bond delivered in exchange will be issued with the changes shown below:

UNITED STATES OF AMERICA

NO. R-1

\$3,000,000

STATE OF WASHINGTON
PORT OF CHELAN COUNTY
LIMITED TAX GENERAL OBLIGATION BOND, 2018 (TAXABLE)

INTEREST RATE: initially, 4.19% per annum from August 3, 2018 through May 31, 2020 and the fixed rate of 2.49% as of June 1, 2020, for the first five-year period, then subject to the Adjusted Fixed Rate, as set forth in the Bond Resolution (defined below)

MATURITY DATE: August 3_____, 2038

REGISTERED OWNER: BANNER BANK
501 N. MISSION STREET
WENATCHEE, WA 98801

TAX IDENTIFICATION #: 91-1645638

PRINCIPAL AMOUNT: THREE MILLION AND NO/100 DOLLARS

THE PORT OF CHELAN COUNTY, WASHINGTON (the "Port"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount specified above, together with interest thereon, at the Initial Fixed Rate. Principal and interest shall be repaid in semiannual installments, commencing on December 1, 2018, and on each June 1 and December 1 thereafter, with the final payment of outstanding principal and interest thereon at final maturity of this bond. The Initial Fixed Rate and installment payments shall be adjusted on the Adjustment Date to the Adjusted Fixed Rate, in accordance with the terms set forth in Resolution No. 2018-07, adopted by the Port Commission on July 3, 2018, as amended by Resolution No. 2020-07, adopted by the Port Commission on April 28, 2020 (collectively, the "Bond Resolution"). The initial amortization installments, as amended pursuant to Resolution No. 2020-07, are set forth on Schedule 1, attached hereto. Interest shall be calculated on the basis of the actual number of days elapsed over a year of 360 days.

Both principal of and interest on this bond are payable in lawful money of the United States of America. Installments of the principal of and interest on this bond shall be paid by check or draft of the Treasurer of Chelan County, as *ex officio* treasurer of the Port, or any successor to the functions of the Treasurer (the "Bond Registrar") mailed on the date such principal and interest is due or by electronic funds transfer made on the date such principal and interest is due to the Registered Owner. Upon payment by the Port of the final installment of principal and all accrued interest on this bond, the Registered Owner shall present and surrender this bond at the principal office of the Bond Registrar for cancellation.

This bond is issued pursuant to the Bond Resolution, to provide funds for the purpose of constructing and equipping of industrial buildings within the Port of property located in the Pangborn Memorial Airport Industrial Park and to pay costs of issuance. Capitalized terms appearing on this bond and not otherwise defined herein shall have the meanings given such terms in the Bond Resolution.

The Port reserves the right to prepay principal of this bond in advance of the scheduled payments, in whole or in part, on any Payment Date, with no prepayment penalty. The Port shall provide the Bank with 15 days prior notice of any prepayment.

This bond is not transferable, except in whole to another financial institution.

The Port has taken no action to cause the interest on this bond to be exempt from federal income taxation.

The Port hereby irrevocably covenants that it will levy taxes annually upon all the taxable property in the Port within the levy limits permitted to the Port without a vote of the electors and in amounts sufficient, with other monies legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the Port are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest. The pledge of tax levies may be discharged prior to maturity of this bond by making provision for the payment thereof on the terms and conditions set forth in the Bond Resolution.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Registrar or its duly designated agent.

This bond is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and resolutions duly adopted by the Port Commission including the Bond Resolution.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and

performed and that the issuance of this bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the Port may incur.

IN WITNESS WHEREOF, the Port of Chelan County, Washington, has caused this bond to be executed by the manual or facsimile signatures of the President and Secretary of the Port Commission and the seal of the Port imprinted, impressed or otherwise reproduced hereon originally dated August 3, 2018, and reissued as of the _____ day of _____, 2020 2018.

[SEAL]

PORT OF CHELAN COUNTY,
WASHINGTON

By _____ /s/
President, Port Commission

ATTEST:

_____/s/
Secretary, Port Commission

The Registrar's Certificate of Authentication on the Bond shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is the Bond described in the within-mentioned Bond Resolution and is the Limited Tax General Obligation Bond, 2018 (Taxable) of the Port of Chelan County, Washington, originally dated August 3_____, 2018, and reissued on_____, 2020.

CHELAN COUNTY-TREASURER OF THE
PORT OF CHELAN COUNTY, as Bond
Registrar

By _____
Chelan County-Treasurer

* * * * *

SCHEDULE 1

AMORTIZATION SCHEDULE, AS AMENDED
PURSUANT TO THE BANK PROPOSAL

Section 4. Bank Proposal. The Port hereby approves and accepts the Bank's Proposal.

Upon closing, reissuance and delivery of the Bond, the Port shall pay to the Bank an amount of

\$2,500.00 for its costs in connection with the reissuance and rate modification, which payment shall be made by check, wire transfer or other mutually acceptable means to the Bank.

Section 5. Confirmation of Resolution No. 2018-07, as amended. Resolution No. 2018-07, as amended by this amendatory resolution is hereby ratified and confirmed.

Section 6. Authorization of Port Officials. The proper Port officials are authorized to deliver a new Bond to the Bank reflecting the terms of this amendatory resolution.

Section 7. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED at a regular meeting of the Commission of the Port of Chelan County, Washington held this 28th day of April, 2020.

PORT OF CHELAN COUNTY, WASHINGTON

By: _____
President and Commissioner

By: _____
Vice President and Commissioner

By: _____
Secretary and Commissioner

CERTIFICATE

I, the undersigned, Secretary of the Commission (the "Commission") of the Port of Chelan County, Washington (the "Port") and keeper of the records of the Commission, DO HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Resolution No. 2020-07 of the Commission (the "Resolution"), duly adopted at a regular meeting thereof held on the 28th day of April, 2020; and

2. That said meeting was duly convened and held in all respects in accordance with law, due and proper notice of such meeting was given, that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Commission voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of April, 2020.

Secretary, Commission

PORT OF CHELAN COUNTY, WASHINGTON

LIMITED TAX GENERAL OBLIGATION BONDS,
2020A (TAX-EXEMPT) AND 2020B (TAXABLE)

RESOLUTION NO. 2020-06

A RESOLUTION OF THE COMMISSION OF THE PORT OF CHELAN COUNTY, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF LIMITED TAX GENERAL OBLIGATION BONDS OF THE PORT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,009,500, TO FINANCE THE ACQUISITION OF EXECUTIVE FLIGHT PROPERTY AND PAYING COSTS OF ISSUANCE OF THE BONDS; PROVIDING THE DATE, FORM, AND REPAYMENT TERMS OF THE BONDS AND FOR THE PLEDGE OF THE PORT'S FULL FAITH AND CREDIT TO PAY THE PRINCIPAL THEREOF AND INTEREST THEREON; AND APPROVING THE SALE OF SUCH BONDS.

ADOPTED: APRIL 28, 2020

Prepared By:

K&L GATES LLP
Seattle, Washington

PORT OF CHELAN COUNTY

RESOLUTION NO. 2020-06

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* This table of contents is not a part of this resolution; it is included for convenience of the reader only.

RESOLUTION NO. 2020-06

A RESOLUTION OF THE COMMISSION OF THE PORT OF CHELAN COUNTY, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF LIMITED TAX GENERAL OBLIGATION BONDS OF THE PORT IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,009,500, TO FINANCE THE ACQUISITION OF EXECUTIVE FLIGHT PROPERTY AND PAYING COSTS OF ISSUANCE OF THE BONDS; PROVIDING THE DATE, FORM, AND REPAYMENT TERMS OF THE BONDS AND FOR THE PLEDGE OF THE PORT'S FULL FAITH AND CREDIT TO PAY THE PRINCIPAL THEREOF AND INTEREST THEREON; AND APPROVING THE SALE OF SUCH BONDS.

WHEREAS, the Port of Chelan County, Washington (the "Port") has determined to acquire the Executive Flight building at Pangborn Memorial Airport (the "Acquisition"); and

WHEREAS, the Port is authorized by RCW 53.36.030 and Ch. 39.46 RCW to borrow money and issue general obligation bonds payable, *inter alia*, from regular tax levies of the Port; and

WHEREAS, it is in the best interest of the Port to issue limited tax general obligation bonds in the aggregate principal amount of not to exceed \$3,009,500 in two series (collectively, the "Bonds") to pay the costs of the Acquisition and costs of issuance; and

WHEREAS, the Port has received proposals from North Cascades Bank, a division of Glacier Bank (the "Bank"), dated April 28, 2020, to purchase the Bonds, and the Commission wishes to accept such proposals on the terms and conditions set forth therein and herein;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE PORT OF CHELAN COUNTY, WASHINGTON, as follows:

Section 1. Definitions. As used in this resolution, the following words shall have the following meanings:

Acquisition means the acquisition of the Executive Flight Building at Pangborn Memorial Airport.

Bank means North Cascades Bank, a division of Glacier Bank, Chelan, Washington, and any business successor thereto.

Bonds mean, collectively, the 2020A Bond and the 2020B Bond.

Bond Fund means the Port of Chelan County General Obligation Bond Redemption Fund created or maintained in the office of the Treasurer of the Port as provided in Section 8 of this resolution.

Bond Register means the books or records maintained by the Bond Registrar containing the name, mailing address and tax identification number of the owner of the Bonds or nominee of such owner and the principal amount outstanding.

Bond Registrar, initially, means the Treasurer who will register and authenticate the Bonds, maintain the Bond Register, effect transfer of ownership of the Bonds and pay principal of and interest on the Bonds. At any time following the issuance of the Bonds, however, the Treasurer may determine to appoint a different Bond Registrar, including, but not limited to the fiscal agent of the State of Washington. The term **Bond Registrar** also shall include any successor Bond Registrar appointed by the Treasurer as permitted by law.

Code means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

Commission means the legislative body of the Port, or any successor thereto as provided by law.

Date of Issue means the date of issuance and delivery of the Bonds to the Bank.

Designated Port Representative means the Executive Director or the Director of Finance & Administration of the Port (or the successor in function to such person(s)) or such other person as may be directed by resolution of the Commission.

General Fund means the Port of Chelan County General Fund heretofore established by the Treasurer with Banner Bank.

Maturity Date means December 1, 2029.

Port means the Port of Chelan County, Washington, a political subdivision duly organized and existing under and by virtue of the laws of the State of Washington.

Treasurer means the office/officer of the Port designated to perform the functions identified in RCW 53.36.010 or any other public officer as may hereafter be designated pursuant to law to have the custody of Port funds.

2020A Bond means the Port of Chelan County, Washington, Limited Tax General Obligation Bond, 2020A (Tax-Exempt), issued pursuant to this resolution.

2020A Bond Interest Rate means a fixed rate per annum of 2.60%.

2020A Bond Purchase Agreement means the Bond Purchase Agreement for the 2020A Bond as approved pursuant to Section 10 of this resolution.

2020B Bond means the Port of Chelan County, Washington, Limited Tax General Obligation Bond, 2020B (Taxable), issued pursuant to this resolution.

2020B Bond Interest Rate means a fixed rate per annum of 3.00%.

2020B Bond Purchase Agreement means the Bond Purchase Agreement for the 2020B Bond as approved pursuant to Section 10 of this resolution.

Rules of Interpretation. In this resolution, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular

article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Authorization of Bonds; Description of Bonds. The Port shall issue and sell to the Bank its limited tax general obligation bonds in two series in the aggregate principal amount of not to exceed \$3,009,500 (the “Bonds”) to provide funds to complete the Acquisition and to pay costs of issuance.

(a) *2020A Bond.* For the purpose of financing a portion of the cost of the Acquisition, the Port shall issue the 2020A Bond. The 2020A Bond shall be designated “Port of Chelan, Washington, Limited Tax General Obligation Bond, 2020A (Tax-Exempt),” with such description and additional designations for identification purposes as may be approved by the Designated Port Representative, shall be dated as of the Date of Issue, shall be fully registered as

to both principal and interest, and shall be numbered in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification.

The Commission hereby authorizes the Designated Port Representative to approve the final principal amount of the 2020A Bond, not to exceed \$836,641, and the amortization schedule in accordance with the 2020A Bond Purchase Agreement, attached hereto as Exhibit A, as adjusted by agreement between the Designated Port Representative and the Bank. The 2020A Bond shall bear interest on unpaid principal from its date or the most recent date to which interest has been paid at the 2020A Bond Interest Rate. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The 2020A Bond shall be repayable in approximately equal semiannual payments of principal and interest on the 1st day of each June and December, beginning on June 1, 2020, with the final payment of all outstanding principal, together with interest thereon, on December 1, 2029 (the "Maturity Date").

(b) *2020B Bond.* For the purpose of financing a portion of the cost of the Acquisition, the Port shall issue the 2020B Bond. The 2020B Bond shall be designated "Port of Chelan, Washington, Limited Tax General Obligation Bond, 2020B (Taxable)," with such description and additional designations for identification purposes as may be approved by the Designated Port Representative, shall be dated as of the Date of Issue, shall be fully registered as to both principal and interest, and shall be numbered in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification.

The Commission hereby authorizes the Designated Port Representative to approve the final principal amount of the 2020B Bond, not to exceed \$2,172,859, and the amortization schedule in accordance with the 2020B Bond Purchase Agreement, attached hereto as Exhibit B, as adjusted by agreement between the Designated Port Representative and the Bank. The 2020B Bond shall bear interest on unpaid principal from its date or the most recent date to which

interest has been paid at the 2020B Bond Interest Rate. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The 2020B Bond shall be repayable in approximately equal semiannual payments of principal and interest on the 1st day of each June and December, beginning on June 1, 2020, with the final payment of all outstanding principal, together with interest thereon, on December 1, 2029 (the "Maturity Date").

Section 3. Registration, Payments and Transfer. The Treasurer of the Port shall act as the initial Bond Registrar. The duties of the Bond Registrar hereunder shall be limited to authenticating the Bonds and to remitting money to the Bank on the payment dates as provided therein. The Treasurer may determine at any time that she no longer wishes to act as Bond Registrar and thereupon may appoint a successor Bond Registrar, which may or may not be the fiscal agent of the State of Washington. The Bond Registrar is authorized, on behalf of the Port to authenticate and deliver the Bonds and to carry out all of the Bond Registrar's powers and duties under this resolution.

Principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Installments of principal of and interest on the Bonds shall be paid by check, wire, or electronic transfer on the date due to the Bank; *provided, however*, that upon payment of the final installment of principal on the Bonds, the Bank shall present and surrender the Bonds at the principal office of the Bond Registrar for cancellation and surrender.

The Bonds are transferable only in whole to: (i) an affiliate of the Purchaser; (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the "Securities Act"); (iii) an "Accredited Investor" as defined in Regulation D under the Securities Act; or (iv) a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act.

Section 4. Prepayment. The Port reserves the right to prepay principal of the Bonds in advance of the scheduled payments, in whole or in part, on any payment date, with 10 days'

prior written notice to the Bank, with no prepayment penalty. If the Port makes a partial prepayment on the Bonds, the remaining semiannual installment payments would be recalculated by the Bank to reflect a reduction in the semiannual payment amounts. Within seven business days after any partial prepayment, the Bank shall provide to the Port a revised payment schedule.

Section 5. Form of Bonds. The Bonds shall be in substantially the following form:

THIS BOND MAY NOT BE TRANSFERRED EXCEPT AS PROVIDED HEREIN.

NO. R-1 UNITED STATES OF AMERICA [\$836,641] [\$2,172,859]

STATE OF WASHINGTON
PORT OF CHELAN COUNTY
LIMITED TAX GENERAL OBLIGATION BOND,
[2020A (TAX-EXEMPT)][2020B (TAXABLE)]

INTEREST RATE: [2.60%][3.00%]

MATURITY DATE: DECEMBER 1, 2029

REGISTERED OWNER: NORTH CASCADES BANK,
A DIVISION OF GLACIER BANK
220 JOHNSON AVENUE
CHELAN, WA 98816

TAX IDENTIFICATION #: 81-0251125

PRINCIPAL AMOUNT: [EIGHT HUNDRED THIRTY-SIX SIX HUNDRED FORTY-ONE] [TWO MILLION ONE HUNDRED SEVENTY TWO EIGHT HUNDRED FIFTY-NINE] AND NO/100 DOLLARS

THE PORT OF CHELAN COUNTY, WASHINGTON (the "Port"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount specified above, and to pay interest thereon from May 5, 2020, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable on June 1, 2020, and semiannually thereafter on the first days of each succeeding December and June. Interest on this bond shall be calculated on the basis of a 30/360-day year. Principal of and interest on this bond shall be repaid in semiannual installments as set forth on Exhibit A to this bond.

Both principal of and interest on this bond are payable in lawful money of the United States of America. Installments of the principal of and interest on this bond shall be paid by check or draft of the Port as the initial registrar, authenticating agent and paying agent (the "Bond Registrar") mailed on the date such principal and interest is due or by electronic funds transfer made on the date such interest is due to the registered owner or nominee at the address appearing on the Bond Register. Upon final payment of all installments of principal and interest thereon, this bond shall be submitted to the Bond Registrar for cancellation.

This bond is issued pursuant to Resolution No. 2020-06 of the Commission (the "Bond Resolution") to provide a part of funds for the acquisition of real property and to pay costs of issuance. Simultaneously herewith, the Port is issuing its limited tax general obligation bond, [2020A (Tax-Exempt)][2020B (Taxable)]. Capitalized terms appearing on this bond and not otherwise defined herein shall have the meanings given such terms in the Bond Resolution.

The Port reserves the right to prepay principal of this bond in advance of the scheduled payments set forth above, in whole or in part on any payment date without penalty, as provided in the Bond Resolution.

This bond is transferable only in whole to: (i) an affiliate of the Registered Owner; (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the "Securities Act"); (iii) an "Accredited Investor" as defined in Regulation D under the Securities Act; or (iv) a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act.

[This bond is not a "private activity bond" and has been designated by the Port as a "qualified tax-exempt obligation" eligible for investment by financial institutions within the meaning of Section 265(b) of the Internal Revenue Code of 1986, as amended.] [The Port has taken no action to cause the interest on this bond to be exempt from federal income taxation.]

The Port hereby irrevocably covenants that it will levy taxes annually upon all the taxable property in the Port within the levy limits permitted to the Port without a vote of the electors and in amounts sufficient, with other monies legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the Port are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest. The pledge of tax levies may be discharged prior to maturity of this bond by making provision for the payment thereof on the terms and conditions set forth in the Bond Resolution.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Bond Registrar or its duly designated agent.

This bond is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and resolutions duly adopted by the Commission including the Bond Resolution.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed

precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the Port may incur.

IN WITNESS WHEREOF, the Port of Chelan County, Washington, has caused this bond to be executed by the manual or facsimile signatures of the President and Secretary of the Commission and the seal of the Port imprinted, impressed or otherwise reproduced hereon as of the 5th day of May, 2020.

[SEAL]

PORT OF CHELAN COUNTY,
WASHINGTON

By _____ /s/
President, Commission

ATTEST:

_____/s/
Secretary, Commission

The Bond Registrar's Certificate of Authentication on the Bonds shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication: May 5, 2020

This bond is the Limited Tax General Obligation Bond, [2020A (Tax-Exempt)][2020B (Taxable)], of the Port of Chelan County, Washington, as described in the within-mentioned Bond Resolution.

TREASURER OF THE PORT OF CHELAN
COUNTY, as Bond Registrar

By _____
Treasurer

EXHIBIT A

AMORTIZATION SCHEDULE

<u>Payment Date</u>	<u>Principal Amount</u>	<u>Interest</u>	<u>Total</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Section 6. Execution of Bonds. The Bonds shall be executed on behalf of the Port with the manual or facsimile signatures of the President and Secretary of the Commission and the seal of the Port impressed, imprinted or otherwise reproduced hereon thereon. Only such Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by or on behalf of the Bond Registrar or its duly designated agent, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the Port before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the Port, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the Port as though those who signed the same had continued to be such officers of the Port. The Bonds may also be signed and attested on behalf of the Port by such persons who are at the actual date of delivery of the Bonds, the proper officers of the Port although at the original date of the Bonds any such person shall not have been such officer of the Port.

Section 7. Lost, Stolen or Destroyed Bonds. In case either Bond shall be lost, stolen or destroyed, the Port may execute and the Bond Registrar may deliver a new Bond of like date and tenor to the Bank and upon its filing with the Bond Registrar evidence satisfactory to said

Bond Registrar that the Bond was actually lost, stolen or destroyed, and upon furnishing the Bond Registrar with indemnity satisfactory to the Bond Registrar.

Section 8. Bond Fund and Provision for Tax Levy Payments. A special fund of the Port known as the “Port of Chelan County General Obligation Bond Redemption Fund” (the “Bond Fund”) shall be maintained in the office of the Director of Finance & Administration. The Bond Fund shall be drawn upon for the sole purpose of paying the principal of and interest on general obligation bonds of the Port.

The Port hereby further irrevocably covenants that, unless the principal of and interest on the Bonds are paid from other sources, it will make annual levies of taxes upon all of the property in the Port subject to taxation within and as a part of the tax levy permitted to port districts without a vote of the electors in amounts sufficient to pay such principal and interest as the same shall become due. The full faith, credit and resources of the Port are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of such principal and interest on the Bonds.

Section 9. Tax Covenants.

(a) *General.* The Port hereby covenants that it will not make any use of the proceeds of sale of the 2020A Bond or any other funds of the Port that may be deemed to be proceeds of the 2020A Bond pursuant to Section 148 of the Code that will cause the 2020A Bond to be an “arbitrage bond” within the meaning of said section and said regulations. The Port will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the 2020A Bond) and the applicable Regulations thereunder throughout the term of the 2020A Bond.

The Port further covenants that it will not take any action or permit any action to be taken that would cause the 2020A Bond to constitute a “private activity bond” under Section 141 of the Code.

(b) *Designation under Section 265(b).* The Port hereby designates the 2020A Bond as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code. The Port does not anticipate issuing more than \$10,000,000 of tax-exempt obligations during 2020 (excluding obligations permitted by the Code to be excluded for purposes of the Port’s qualification as a qualified small issuer).

(c) *2020B Bond.* The Port has taken no action to cause the interest on the 2020 Bond to be exempt from federal income taxation.

Section 10. Sale of the Bonds. The Commission hereby ratifies and confirms its acceptance of the Bank’s proposal April 28, 2020, to purchase the Bonds, and the Bonds shall be sold to the Bank in accordance with the terms of the 2020A Bond Purchase Agreement and the 2020B Bond Purchase Agreement and this resolution. Accordingly, the Designated Port Representative is hereby authorized to execute and deliver the 2020A Bond Purchase Agreement and the 2020B Bond Purchase Agreement to the Bank. The 2020A Bond Purchase Agreement and the 2020B Bond Purchase Agreement include proposed debt service schedules, which may be modified upon agreement between the Bank and the Designated Port Representative if the Port determines to include costs of issuance in the aggregate principal amount of the Bonds, respectively, if the Date of Issue is not May 5, 2020.

To the extent there are inconsistent terms between this resolution and the 2020A Bond Purchase Agreement and the 2020B Bond Purchase Agreement, the terms in this resolution shall prevail. The proper Port officials, including the Designated Port Representative, are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the

Bonds to the Bank and for the proper application and use of the proceeds of the Bonds. In furtherance of the foregoing, the Designated Port Representative is authorized to approve and enter into agreements for the payment of costs of issuance and other retained services, including Bond Counsel, and other expenses customarily incurred in connection with issuance and sale of Bonds.

Section 11. Application of Bond Proceeds. The proceeds of sale of the Bonds shall be delivered to the Director of Finance & Administration and shall be utilized by her to pay costs of the Acquisition and costs of issuance at the Port's option; provided, however, that the proceeds of the 2020A Bond shall be allocated solely the portion of the Acquisition that is used and occupied by the administrative staff of the Port, Pangborn Memorial Airport, the University of Washington or other state or local governments and paying related costs of issuance. Any unspent proceeds of the 2020B Bond may be used for any Port purpose.

Section 12. No Undertaking to Provide Ongoing Disclosure; Information to be Provided to Bank. The Bonds are not subject to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, and the Port makes no undertaking regarding ongoing disclosure with respect to the Bonds.

As long as the Bonds are outstanding, the Port will provide to the Bank the financial information of the Port as the Bank from time to time may reasonably request, including the Port's annual financial statements/reports, audit reports, and audited financial statements, as available.

Section 13. Resolution and Laws a Contract with the Bank. This resolution is adopted under the authority of and in full compliance with the Constitution and laws of the State of Washington, including Title 36 of the Revised Code of Washington, as amended and supplemented. In consideration of the loan made by the Bank, evidenced by the Bonds, the

provisions of this resolution and of said laws shall constitute a contract with the Bank, and the obligations of the Port and its Commission under said laws and under this resolution shall be enforceable by any court of competent jurisdiction; and the covenants and agreements herein and in the Bonds set forth shall be for the equal benefit of the Bank and any permitted transferee or assignee.

Section 14. Severability. If any one or more of the covenants or agreements provided in this resolution to be performed on the part of the Port shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bonds.

Section 15. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED AND APPROVED at a regular meeting of the Commission of the Port of Chelan County, Washington held this 28th day of April, 2020.

PORT OF CHELAN COUNTY, WASHINGTON

By: _____
President and Commissioner

By: _____
Vice President and Commissioner

By: _____
Secretary and Commissioner

EXHIBIT A
2020A BOND PURCHASE AGREEMENT



April 28, 2020

Via Email

Monica Lough, CPA
Director of Finance & Administration
Chelan Douglas Regional Port Authority
monica@cdrpa.org

Port of Chelan County, Washington
Limited Tax General Obligation Bond, 2020A

Bond Purchase Agreement

Dear Ms. Lough,

North Cascades Bank, division of Glacier Bank, Chelan, Washington (the "Bank") is pleased to provide this Bond Purchase Agreement outlining the terms and conditions the Bank has approved for purchase of a tax-exempt general obligation bond of the Port of Chelan County, Washington. Capitalized terms not defined herein have the meaning given in Resolution No. 2020-06 passed by the Board of Commissioners at their meeting on April 28, 2020 (the "Bond Resolution").

Terms

1. **Issuer:** Port of Chelan County, Washington (the "Port").
2. **Description:** Limited Tax General Obligation Bond, 2020A (the "2020A Bond").
3. **Par Amount:** \$836,641
4. **Purpose:** To provide funds for the acquisition of the Executive Flight Building at Pangborn Memorial Airport which the Port currently occupies under contract, and to pay the costs of issuing the 2020A Bond.
5. **Closing Date:** The 2020A Bond will close on or about May 5, 2020 (the "Closing Date"). The Bank will receive the adopted Bond Resolution, authenticated Bond and legal opinion (or pdf copies thereof) prior to the Closing Date.
6. **Maturity Date:** December 1, 2029 (the "Maturity Date").

North Cascades Bank Municipal Services

Chelan Office
220 Johnson Ave
PO Box 1648
Chelan, WA 98816
Telephone: 509.682.7306

www.northcascadesbank.com

Edmonds Office
152 3rd Avenue South
Suite 200
Edmonds, WA 98020
Telephone: 509.682.7306



Port of Chelan County, Washington
LTGO Bond 2020A (Tax-exempt)
Bond Purchase Agreement
April 28, 2020

7. **Tax Status:** The Port shall designate the 2020A Bond as a “qualified tax-exempt obligation” under the Code.
8. **Interest Rate:** The 2020A Bond shall bear interest at a rate of 2.60% *per annum*, calculated on the basis of a 360-day year consisting of twelve 30-day months.
9. **Payment:** Approximately equal semiannual installments of principal and interest on each June 1 and December 1 (each a “Payment Date”), commencing June 1, 2020. The debt service schedule is attached below as Exhibit A.
10. **Prepayment:** The 2020A Bond may be prepaid, in whole or in part, on any Payment Date without penalty at a price of par plus accrued interest to the date of prepayment. Partial prepayments will be applied first to accrued interest due to the date of prepayment, and second, to the reduction of principal. Upon a partial prepayment, the remaining semiannual installments of principal and interest will be recalculated to reflect a reduction in the remaining payment amounts to the Maturity Date.
11. **Security:** The 2020A Bond shall be a limited tax general obligation of the Port. The Port irrevocably covenants and agrees that it will include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to port districts without a vote of the electorate, upon all the property subject to taxation in amounts sufficient, together with other revenues and money legally available therefor, to pay the principal of and interest on the 2020A Bond as the same shall become due. The full faith, credit and resources of the Port are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.
12. **Reporting:** The Port shall provide the Bank its annual financial report, along with other information the Bank may reasonably request from time to time, for as long as the 2020A Bond is outstanding and held by the Bank.
13. **Bond Registrar:** The Port Treasurer will serve as Bond Registrar as set forth in the Bond Resolution.
14. **Transferability:** The Bank is purchasing the 2020A Bond with the intent to hold until maturity. The 2020A Bond shall be transferable, only in whole, to a qualified investor.
15. **Documentation:** Bond documentation will be prepared by bond counsel to the Port, at Port expense. All Bond documentation shall be in the form and substance satisfactory to the Bank and will include additional terms and conditions not set forth herein.
16. **Additional Items:** As of the Closing Date, the credit of the Port and all other characteristics of this financing shall be as represented to the Bank without material adverse change. In the event of material adverse change, including litigation, the Bank may

Port of Chelan County, Washington
LTGO Bond 2020A (Tax-exempt)
Bond Purchase Agreement
April 28, 2020

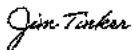
terminate this Bond Purchase Agreement at any time by notifying the Port in writing. This Bond Purchase Agreement supersedes all prior offers or commitments, whether oral or in writing, and may only be modified in writing.

17. Acceptance: To acknowledge and accept the terms of this commitment, the Port must return an electronic copy (pdf or docuSign) of this signed Bond Purchase Agreement to the Bank by 5 p.m. PST on Friday, May 1, 2020 with the original to follow by mail. If the Bank has not received such electronic copy of the signed Bond Purchase Agreement by May 1, 2020, this Bond Purchase Agreement shall terminate upon written notice by the Bank to the Port.
18. Expiration: If the 2020A Bond has not closed by May 8, 2020 this Bond Purchase Agreement shall terminate without notice, unless extended in writing by the Bank.

PLEASE NOTE ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

The Bank appreciates the opportunity to work with the Port and its finance team.

Kind regards,



Jim Tinker
Vice President
North Cascades Bank

Acknowledged and accepted this 28th day of April, 2020

PORT OF CHELAN COUNTY, WASHINGTON

Monica Lough, Director of Finance & Administration

Port of Chelan County, Washington
 LTGO Bond 2020A (Tax-exempt)
 Bond Purchase Agreement
 April 28, 2020

EXHIBIT A

PORT OF CHELAN COUNTY
 LTGO Bond 2020A (Tax-Exempt)

Debt Service Schedule

Closing Date: 5/5/2020
 Maturity Date: 12/1/2029

Payment Date	Principal	Rate	Interest	Payment	Annual Debt Service
6/1/2020	45,679.97	2.60%	1,571.03	47,251.00	
12/1/2020	36,968.51	2.60%	10,282.49	47,251.00	94,502.00
6/1/2021	37,449.10	2.60%	9,801.90	47,251.00	
12/1/2021	37,935.94	2.60%	9,315.06	47,251.00	94,502.00
6/1/2022	38,429.10	2.60%	8,821.90	47,251.00	
12/1/2022	38,928.68	2.60%	8,322.32	47,251.00	94,502.00
6/1/2023	39,434.75	2.60%	7,816.25	47,251.00	
12/1/2023	39,947.41	2.60%	7,303.59	47,251.00	94,502.00
6/1/2024	40,466.72	2.60%	6,784.28	47,251.00	
12/1/2024	40,992.79	2.60%	6,258.21	47,251.00	94,502.00
6/1/2025	41,525.70	2.60%	5,725.30	47,251.00	
12/1/2025	42,065.53	2.60%	5,185.47	47,251.00	94,502.00
6/1/2026	42,612.38	2.60%	4,638.62	47,251.00	
12/1/2026	43,166.34	2.60%	4,084.66	47,251.00	94,502.00
6/1/2027	43,727.50	2.60%	3,523.50	47,251.00	
12/1/2027	44,295.96	2.60%	2,955.04	47,251.00	94,502.00
6/1/2028	44,871.81	2.60%	2,379.19	47,251.00	
12/1/2028	45,455.14	2.60%	1,795.86	47,251.00	94,502.00
6/1/2029	46,046.06	2.60%	1,204.94	47,251.00	
12/1/2029	46,641.60	2.60%	606.34	47,247.94	94,498.94
	836,641.00		108,375.94	945,016.94	945,016.94

EXHIBIT B
2020B BOND PURCHASE AGREEMENT



April 28, 2020

Via Email

Monica Lough, CPA
Director of Finance & Administration
Chelan Douglas Regional Port Authority
monica@cdrpa.org

Port of Chelan County, Washington
Limited Tax General Obligation Bond, 2020B

Bond Purchase Agreement

Dear Ms. Lough,

North Cascades Bank, division of Glacier Bank, Chelan, Washington (the "Bank") is pleased to provide this Bond Purchase Agreement outlining the terms and conditions the Bank has approved for purchase of a taxable general obligation bond of the Port of Chelan County, Washington. Capitalized terms not defined herein have the meaning given in Resolution No. 2020-06 passed by the Board of Commissioners at their meeting on April 28, 2020 (the "Bond Resolution").

Terms

1. Issuer: Port of Chelan County, Washington (the "Port").
2. Description: Limited Tax General Obligation Bond, 2020B (the "2020B Bond").
3. Par Amount: \$2,172,859
4. Purpose: To provide funds for the acquisition of the Executive Flight Building at Pangborn Memorial Airport which the Port currently occupies under contract, and to pay the costs of issuing the 2020B Bond.
5. Closing Date: The 2020B Bond will close on or about May 5, 2020 (the "Closing Date"). The Bank will receive the adopted Bond Resolution, authenticated Bond and legal opinion (or pdf copies thereof) prior to the Closing Date.
6. Maturity Date: December 1, 2029 (the "Maturity Date").

North Cascades Bank Municipal Services

Chelan Office
220 Johnson Ave
PO Box 1648
Chelan, WA 98816
Telephone: 509.682.7306

www.northcascadesbank.com

Edmonds Office
152 3rd Avenue South
Suite 200
Edmonds, WA 98020
Telephone: 509.682.7306



Port of Chelan County, Washington
LTGO Bond 2020B (Taxable)
Bond Purchase Agreement
April 28, 2020

7. Tax Status: The 2020B Bond will be taxable under the Code.
8. Interest Rate: The 2020B Bond shall bear interest at a rate of 3.00% *per annum*, calculated on the basis of a 360-day year consisting of twelve 30-day months.
9. Payment: Approximately equal semiannual installments of principal and interest on each June 1 and December 1 (each a "Payment Date"), commencing June 1, 2020. The debt service schedule is attached below as Exhibit A.
10. Prepayment: The 2020B Bond may be prepaid, in whole or in part, on any Payment Date without penalty at a price of par plus accrued interest to the date of prepayment. Partial prepayments will be applied first to accrued interest due to the date of prepayment, and second, to the reduction of principal. Upon a partial prepayment, the remaining semiannual installments of principal and interest will be recalculated to reflect a reduction in the remaining payment amounts to the Maturity Date.
11. Security: The 2020B Bond shall be a limited tax general obligation of the Port. The Port irrevocably covenants and agrees that it will include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to port districts without a vote of the electorate, upon all the property subject to taxation in amounts sufficient, together with other revenues and money legally available therefor, to pay the principal of and interest on the 2020B Bond as the same shall become due. The full faith, credit and resources of the Port are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.
12. Reporting: The Port shall provide the Bank its annual financial report, along with other information the Bank may reasonably request from time to time, for as long as the 2020B Bond is outstanding and held by the Bank.
13. Bond Registrar: The Port Treasurer will serve as Bond Registrar as set forth in the Bond Resolution.
14. Transferability: The Bank is purchasing the 2020B Bond with the intent to hold until maturity. The 2020B Bond shall be transferable, only in whole, to a qualified investor.
15. Documentation: Bond documentation will be prepared by bond counsel to the Port, at Port expense. All Bond documentation shall be in the form and substance satisfactory to the Bank and will include additional terms and conditions not set forth herein.
16. Additional Items: As of the Closing Date, the credit of the Port and all other characteristics of this financing shall be as represented to the Bank without material adverse change. In the event of material adverse change, including litigation, the Bank may terminate this Bond Purchase Agreement at any time by notifying the Port in

Port of Chelan County, Washington
LTGO Bond 2020B (Taxable)
Bond Purchase Agreement
April 28, 2020

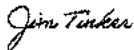
writing. This Bond Purchase Agreement supersedes all prior offers or commitments, whether oral or in writing, and may only be modified in writing.

17. Acceptance: To acknowledge and accept the terms of this commitment, the Port must return an electronic copy (pdf or docuSign) of this signed Bond Purchase Agreement to the Bank by 5 p.m. PST on Friday, May 1, 2020 with the original to follow by mail. If the Bank has not received such electronic copy of the signed Bond Purchase Agreement by May 1, 2020, this Bond Purchase Agreement shall terminate upon written notice by the Bank to the Port.
18. Expiration: If the 2020B Bond has not closed by May 8, 2020 this Bond Purchase Agreement shall terminate without notice, unless extended in writing by the Bank.

PLEASE NOTE ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

The Bank appreciates the opportunity to work with the Port and its finance team.

Kind regards,



Jim Tinker
Vice President
North Cascades Bank

Acknowledged and accepted this 28th day of April, 2020

PORT OF CHELAN COUNTY, WASHINGTON

Monica Lough, Director of Finance & Administration

Port of Chelan County, Washington
 LTGO Bond 2020B (Taxable)
 Bond Purchase Agreement
 April 28, 2020

EXHIBIT A

PORT OF CHELAN COUNTY
 LTGO Bond 2020B (Taxable)

Debt Service Schedule

Closing Date: 5/5/2020

Maturity Date: 12/1/2029

Payment Date	Beginning Balance	Principal	Rate	Interest	Payment	Annual Debt Service
6/1/2020	2,172,859.00	120,252.14	3.00%	4,707.86	124,960.00	
12/1/2020	2,052,606.86	94,170.90	3.00%	30,789.10	124,960.00	249,920.00
6/1/2021	1,958,435.96	95,583.45	3.00%	29,376.54	124,960.00	
12/1/2021	1,862,852.50	97,017.21	3.00%	27,942.79	124,960.00	249,920.00
6/1/2022	1,765,835.29	98,472.47	3.00%	26,487.53	124,960.00	
12/1/2022	1,667,362.82	99,949.56	3.00%	25,010.44	124,960.00	249,920.00
6/1/2023	1,567,413.26	101,448.80	3.00%	23,511.20	124,960.00	
12/1/2023	1,465,964.46	102,970.53	3.00%	21,989.47	124,960.00	249,920.00
6/1/2024	1,362,993.93	104,515.09	3.00%	20,444.91	124,960.00	
12/1/2024	1,258,478.84	106,082.82	3.00%	18,877.18	124,960.00	249,920.00
6/1/2025	1,152,396.02	107,674.06	3.00%	17,285.94	124,960.00	
12/1/2025	1,044,721.96	109,289.17	3.00%	15,670.83	124,960.00	249,920.00
6/1/2026	935,432.79	110,928.51	3.00%	14,031.49	124,960.00	
12/1/2026	824,504.28	112,592.44	3.00%	12,367.56	124,960.00	249,920.00
6/1/2027	711,911.85	114,281.32	3.00%	10,678.68	124,960.00	
12/1/2027	597,630.52	115,995.54	3.00%	8,964.46	124,960.00	249,920.00
6/1/2028	481,634.98	117,735.48	3.00%	7,224.52	124,960.00	
12/1/2028	363,899.51	119,501.51	3.00%	5,458.49	124,960.00	249,920.00
6/1/2029	244,398.00	121,294.03	3.00%	3,665.97	124,960.00	
12/1/2029	123,103.97	123,103.97	3.00%	1,846.56	124,950.53	249,910.53
		2,172,859.00		326,331.53	2,499,190.53	2,499,190.53

CERTIFICATE

I, the undersigned, Secretary of the Commission (the "Commission") of the Port of Chelan County, Washington (the "Port") and keeper of the records of the Commission, DO HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Resolution No. 2020 -06 of the Commission (the "Resolution"), duly adopted at a regular meeting thereof held on the 28th day of April, 2020; and

2. That said meeting was duly convened and held in all respects in accordance with law, due and proper notice of such meeting was given, that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Commission voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of April, 2020.

Secretary, Commission

Memo

To: Board of Directors

From:  Jim Kuntz

cc: None

Date: April 24, 2020

Re: Accor – Lease Surety

Accor has signed the attached lease amendment requiring a lease surety be put in place by July 1, 2020 in the amount of \$570,000. This amount represents two years of debt service payments.

Action item is to authorize the CEO to sign this lease amendment.

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Amendment"), is made this ____ day of April 2020, by and between the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a municipal corporation organized and existing under the laws of the State of Washington (the "Port Authority") and Accor Technology, Inc., a Washington corporation (the "Tenant"), sometimes collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Port of Douglas County and the Tenant entered into a Sublease Agreement (the "Lease") dated March 22, 2016 for the building and improvements situated on Lot 2 within the Pangborn Airport Business Park, in Douglas County, Washington; and

WHEREAS, the Port of Douglas County and the Tenant entered into a First Amendment to the Lease Agreement, dated January 4, 2017, for the purpose of updating the responsibilities of Tenant to pay for Surplus and Elective Projects in excess of the bond proceeds; and

WHEREAS, the Port of Douglas County functionally consolidated with the Port of Chelan County on June 11, 2019, creating the Chelan Douglas Regional Port Authority, which has the assigned authority to manage, control and maintain the Port of Douglas County's property holdings, including the Lease; and

WHEREAS, in the process of auditing Port Authority leases, it was determined that the Tenant had not posted a lease security as required by RCW 53.08.085 and Section 7 of the Lease; and

WHEREAS, the Tenant has proposed a new lease security amount which complies with statutory requirements and is adequate to secure the Lease; and

WHEREAS, the Board of Directors of the Chelan Douglas Regional Port Authority, as the manager of the property, support and approve the decision to adjust the lease security amount in the Lease and authorize the CEO to execute this amendment to the Lease.

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby, the Parties hereto agree to the following Second Amendment to the Lease.

AGREEMENT

1. **Amending Lease Security Amount.** The second sentence of Paragraph 7 of the Lease shall be amended as follows (proposed amendments are shown with strikethrough to denote text to be deleted and underline to denote text to be added):

~~Upon the completion of the Expansion~~ By July 1, 2020, the Tenant shall post a Lease Surety Bond in the amount of five-hundred seventy thousand (\$570,000) dollars ~~(approximately 18 months' rent and applicable required leasehold tax)~~ for the benefit of the Port.

2. **Reaffirmation of Terms.** Except as expressly modified herein, all of the terms, covenants and provisions of the Lease are hereby confirmed and ratified and shall remain unchanged and in full force and effect.

3. **Counterpart Copies.** This Amendment may be executed in two or more counterpart copies, via facsimile and/or hard copy, each of which shall be deemed an original and all of which counterparts shall have the same force and effect as if the parties hereto had executed a single copy hereof.

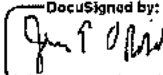
CHELAN DOUGLAS REGIONAL PORT
AUTHORITY,
A Washington Municipal Corporation

TENANT,
Accor Technology, Inc.

By Its CEO:

By: _____
JIM KUNTZ

Date: _____, 2020

DocuSigned by:

By: _____
JERRY O'NEILL

Date: 4/23/2020, 2020

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Amendment"), is made this ____ day of April 2020, by and between the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a municipal corporation organized and existing under the laws of the State of Washington (the "Port Authority") and Accor Technology, Inc., a Washington corporation (the "Tenant"), sometimes collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Port of Douglas County and the Tenant entered into a Sublease Agreement (the "Lease") dated March 22, 2016 for the building and improvements situated on Lot 2 within the Pangborn Airport Business Park, in Douglas County, Washington; and

WHEREAS, the Port of Douglas County and the Tenant entered into a First Amendment to the Lease Agreement, dated January 4, 2017, for the purpose of updating the responsibilities of Tenant to pay for Surplus and Elective Projects in excess of the bond proceeds; and

WHEREAS, the Port of Douglas County functionally consolidated with the Port of Chelan County on June 11, 2019, creating the Chelan Douglas Regional Port Authority, which has the assigned authority to manage, control and maintain the Port of Douglas County's property holdings, including the Lease; and

WHEREAS, in the process of auditing Port Authority leases, it was determined that the Tenant had not posted a lease security as required by RCW 53.08.085 and Section 7 of the Lease; and

WHEREAS, the Tenant has proposed a new lease security amount which complies with statutory requirements and is adequate to secure the Lease; and

WHEREAS, the Board of Directors of the Chelan Douglas Regional Port Authority, as the manager of the property, support and approve the decision to adjust the lease security amount in the Lease and authorize the CEO to execute this amendment to the Lease.

NOW THEREFORE, in consideration of the premises and intending to be legally bound hereby, the Parties hereto agree to the following Second Amendment to the Lease.

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1. **Amending Lease Security Amount.** The second sentence of Paragraph 7 of the Lease shall be amended as follows (proposed amendments are shown with strikethrough to denote text to be deleted and underline to denote text to be added):

~~Upon the completion of the Expansion~~ By July 1, 2020, the Tenant shall post a Lease Surety Bond in the amount of five-hundred seventy thousand (\$570,000) dollars ~~(approximately 18 months' rent and applicable required leasehold tax)~~ for the benefit of the Port.

2. **Reaffirmation of Terms.** Except as expressly modified herein, all of the terms, covenants and provisions of the Lease are hereby confirmed and ratified and shall remain unchanged and in full force and effect.

3. **Counterpart Copies.** This Amendment may be executed in two or more counterpart copies, via facsimile and/or hard copy, each of which shall be deemed an original and all of which counterparts shall have the same force and effect as if the parties hereto had executed a single copy hereof.

CHELAN DOUGLAS REGIONAL PORT
AUTHORITY,
A Washington Municipal Corporation

TENANT,
Accor Technology, Inc.

By Its CEO:

By: _____
JIM KUNTZ

By: _____
JERRY O'NEILL

Date: _____, 2020

Date: _____, 2020

DRAFT

Surplus Property Offering

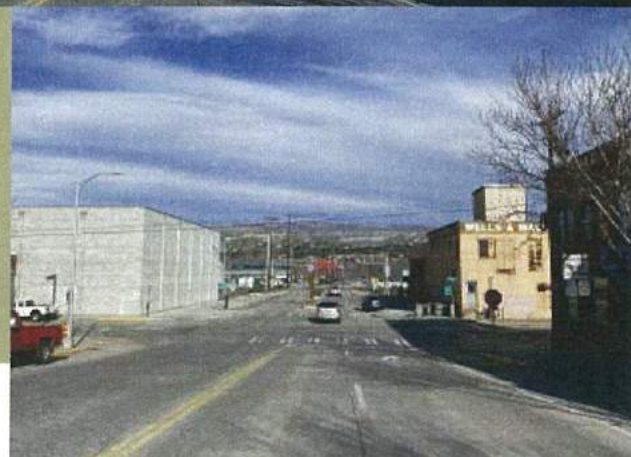
May 13, 2020

Columbia Street Properties

H Buildings

25 S. Columbia Street

Wenatchee, WA 98801



The Chelan Douglas Regional Port Authority (CDRPA) is requesting proposals from interested parties relating to buildings and land located at 25 S. Columbia Street in Wenatchee, Washington.

The goal of the process is to select a proposal from a qualified developer/business that best meets the "goals and vision" of the CDRPA for the adaptive reuse of the properties as set forth in this presentation.

The surplus property consists of two tax parcels totaling approximately 1.5 acres.

There are three existing buildings totaling 36,830 sf on the parcels which were formerly used as apple cold storage and most recently as freezer space.

Please request "Supplemental Details and Submittal Requirements" for a description of the buildings, utilities serving the property, and access locations.



Location Overview Wenatchee, Washington

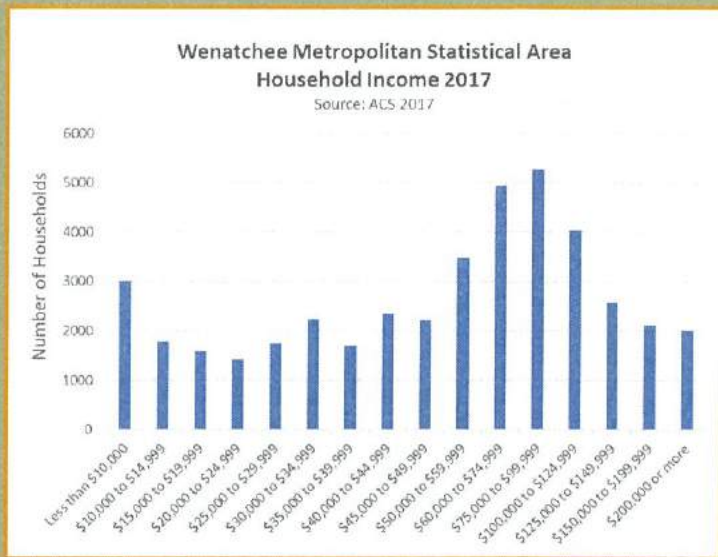
Situated in central Washington on the eastern slopes of the Cascade Mountains between the Columbia and Wenatchee rivers. Wenatchee serves as the major cultural, economic, and healthcare hub of the region.



Population - 2018	Household Income - 2018
1 Mile - 14,538	1 Mile - \$50,769
3 Mile - 61,351	3 Mile - \$68,347
5 Mile - 70,396	5 Mile - \$70,027



Location Overview Wenatchee Metropolitan Area



Wenatchee Spending Capacity

2016 Total Direct Travel & Tourism Spending – 575 Million
 2017 GDP - 4.6 Billion
 2018 Annual Taxable Retail Sales – 3.17 Million

The Wenatchee Washington Metro Area encompasses both Chelan and Douglas Counties with a population of 118,478 and 3 million tourist visitors a year.

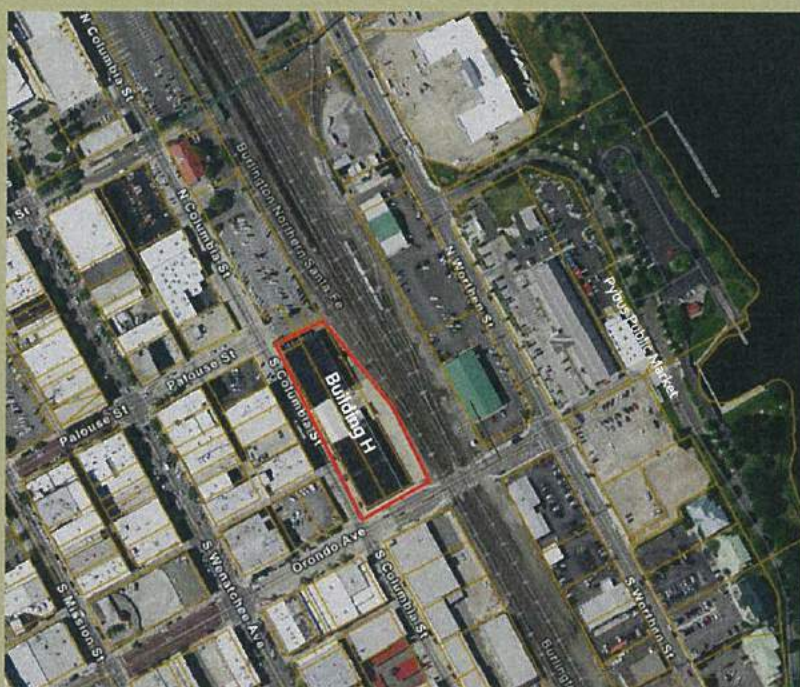
Property Location

Within the Central Business District and
Columbia Street Overlay Zones

Adjacent to:

- Pybus Public Market
- 115 stall City Parking Lot
- Wenatchee Convention Center
- Performing Arts Center
- Transit Center and Train Station
- Downtown Shops and Restaurants
- Apple Capital Loop Trail

Located within a Federal Opportunity
Zone



Exterior Architectural Goals and Parking Requirements

Adaptive Reuse and Exterior Architectural Goals

The CDRPA has established adaptive reuse and exterior architectural goals for the property consistent with the City of Wenatchee current land use plan and the Columbia Street Overlay.

The Columbia Street Overlay designation envisions the preservation of the industrial flavor of the District, while allowing new uses including loft live/work space, maker spaces, studios for dance or gymnastics, artisan retail, tasting rooms, breweries and offices.

For this District, the development character is focused on maintaining the apple packing and warehousing history of the District.

Consistent with the City's Comprehensive Plan and Zoning Code, the CDRPA has established the following four goals for redevelopment of the properties.



Conceptual rendering of one possible option for mixed use redevelopment for the surplus building using CDRPA exterior architectural goals

Exterior Architectural Requirements – Adaptive Reuse Goals

DRAFT

Community Activation:

Designs are encouraged to incorporate elements of the former apple packing district that engage the community on a diverse and flexible scale. The goal is to connect activity and pedestrian traffic from The Loop Trail and Pybus Public Market to the downtown core on Wenatchee Avenue.

Adaptive Reuse:

Wherever feasible, the existing buildings and character should be retained to reflect the historical nature of the apple packing district that existed along Columbia Street.

Allow existing exterior cladding such as brick and concrete block to maintain a visual connection to the neighborhood, while accenting with more contemporary and/or modern-industrial materials.

Encourage architectural features to soften existing blank walls and help contextually "shorten" the length of these large buildings for pedestrian appeal.

Human Scale:

Flat or shed style awnings and/or canopies are encouraged over sidewalks along Columbia Street and Orondo Avenue to scale down the height of these buildings.

Awnings and canopies provide pedestrians with shelter from weather while protecting doors, windows, and building facades.

Distinctive, covered and lighted entrances are encouraged.

Incorporate lighting underneath canopies/awnings and throughout the property that keeps with the City of Wenatchee Dark Sky code.

Historic Wall Signs:

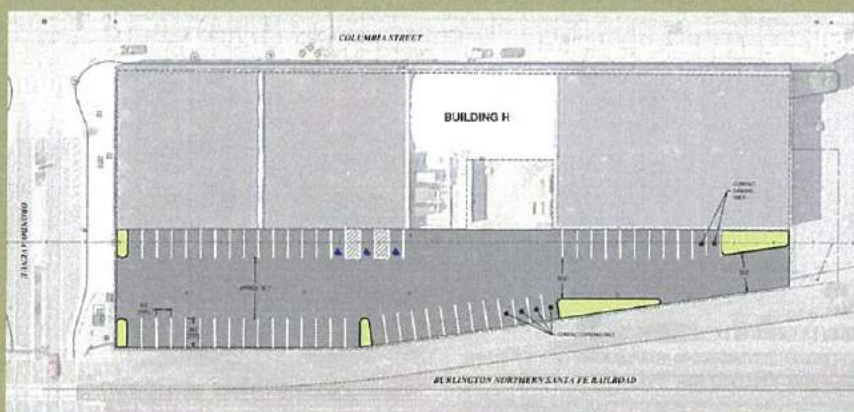
Historic painted wall signs are encouraged – bold, block lettering in style. Existing signage should be preserved.

Public Parking Requirement

The property is subject to a public parking requirement where all parking stalls are to be made available for public use (estimated capacity is 50 parking stalls). The CDRPA may agree to reasonable use restrictions requested by the ultimate owner (e.g. time limitations for parking during normal business hours, prohibition on overnight parking, and the like).

The configuration and location of the parking stalls and the circulation and connectivity of the parking lot on the parcels shall be determined by the ultimate owner.

The parking stalls would be owned and maintained by the property owner for the benefit of the public. At such time as the City begins charging for parking on its property, then the owner may also impose similar parking fees.



Possible Parking Layout (57 stalls)

Packing Plaza Option

Another goal for the CDRPA is to encourage a new indoor/outdoor plaza in this development package that occupies the H2 building space (i.e. the center building).

This concept contemplates demolition of the west and east walls of Building H2, retaining the bow arch trusses, and creating a pedestrian plaza for use by the building tenants and public.

The Plaza shall include elements that:

- Maintain the historical character of the existing bow truss roof structure but install a translucent or screened cover to provide weather and sun screening for the plaza
- Provide an opening in the façade to Columbia St. encouraging pedestrian flow throughout the District and from waterfront to downtown
- Create a visual attraction and community gathering place
- Allow for much needed natural light into the parking lot and Columbia St.



Conceptual rendering of proposed Public Plaza - looking south

Sale Options

The CDRPA is willing to consider either selling all three buildings as a package or selling the north (H1) and south (H3) buildings separately. In order to sell either the north or south buildings, the CDRPA would propose to demolish parts of Building H2 (center building) and reorient the parcels through a boundary line adjustment process to create a separate lot for each building. A minimum 25-foot wide shared pedestrian access easement would be created along the common property line of the two parcels for access to the public parking stalls (i.e. approximately the current location of Building H2). It is anticipated that this pedestrian access easement would be improved as the Plaza described previously.

The CDRPA is willing to entertain individual proposals for any or all of the following options:

Option A – All buildings and the two parcels as one package. Minimum Sales Price \$2,134,000

Option B – North Building only, Minimum Sale Price \$949,000

Option C – South Building Only, Minimum Sale Price \$1,185,000

Additional details and terms of sale are outlined in the "Supplemental Details and Submittal Requirements". Interested parties shall request this document from the CDRPA.

Plaza Option

The CDRPA has an interest in exploring with the selected proposer a plaza center concept for Building H2. A preliminary concept for how a plaza could be incorporated into an adaptive reuse project is included in this RFP. The CDRPA is willing to consider participating a public/private partnership to facilitate the inclusion of a plaza for the property.

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Property Inspection

The CDRPA will make the property available and open for self-guided inspection on the following dates: May 19th, 21st, 26th, and 28th. A waiver of liability will be signed by all individuals entering the property and proper attire (sturdy closed toed shoes, long sleeve shirts, and pants) ,and safety equipment (hard hat, safety glasses, and flashlight) will be required for the site inspections. To book an appointment, please contact Stacie de Mestre at 509.630.2545.

Proposal Submittal Package

Please see "Supplemental Details and Submittal Requirements" for additional details regarding the surplus property, proposal requirements, and proposal review/selection process. This document can be obtained by contacting Stacie de Mestre at the CDRPA.

All proposals for the surplus properties must be received by the CDRPA no later that 2:00 PM on June 12, 2020.

All questions and inquiries should be directed to:

Stacie de Mestre
Chelan Douglas Regional Port Authority
One Campbell Parkway Suite A
East Wenatchee, WA 98802
(509) 630-2545
Stacie@CDRPA.org

DRAFT

Public Disclosure Notice

In order to protect the integrity of the process, Proposers should be aware that proposals and any other documents they submit to the CDRPA will become a public record under the Washington Public Records Act (RCW 42.56). It is the intent of the CDRPA to post all proposals on its website and make them available for public review.



Chelan Douglas Regional Port Authority
Columbia Street Surplus Property Offering – H Buildings
Supplemental Details and Submittal Requirements

The Chelan Douglas Regional Port Authority (CDRPA) is requesting proposals from interested parties relating to two parcels of land and associated buildings located at 25 S. Columbia Street in Wenatchee, Washington. This document contains supplemental information that should be used in conjunction with the CDRPA Surplus Property Offering dated May 13, 2020.

A. PARCELS AND BUILDINGS:

The property consists of two tax parcels totaling approximately 1.5 acres. The two tax parcels are part of the plat of the Warehouse Addition to Wenatchee, WA dated December 31, 1900 which consists of Lots 1 through 5 of Block 3 as well as a portion of the former Great Northern depot grounds. There are three attached buildings on the property. Please see the attached parcel map for locations of the buildings described below:

Building H1 (north bldg.):

- Approximate Dimensions (WxLxH): 96ft x 148ft x 38ft
- Approximate Building Footprint: 14,210 Sq. Ft.
- Construction Date: unknown sometime between 1967 and 1983
- Building Type: CMU with pilasters and wood truss roof, internal walls – wood w/foam insulation with shotcrete covering
- Fire Sprinkler System part of Bldg. H3
- Prior Uses: Cold fruit storage and freezer storage

Building H2:

- Approximate Dimensions (WxLxH): 52ft x 90ft x 28ft
- Approximate Building Footprint: 4,800 Sq. Ft.
- Construction Date: before 1930
- Building Type: Brick with arch dome wood truss roof, no internal walls
- Fire Sprinkler System part of Bldg. H3
- Prior Uses: Cold fruit storage and freezer storage

Building H3: (south bldg.)

- Approximate Dimensions (WxLxH): 99ft x 160ft x 38ft
- Approximate Building Footprint: 17,820 Sq. Ft.
- Construction Date: unknown sometime between 1967 and 1983
- Building Type: CMU with pilasters and wood truss roof, internal walls – wood w/foam insulation with shotcrete covering. A separate attached Engine Room (36ft x 43ft) is located on the northeast side of the building and houses the decommissioned ammonia cooling system and fire sprinkler systems for all three buildings.
- Prior Uses: Cold fruit storage and freezer storage

Utilities

Water, sewer, electrical, fiber optic and telephone services are either available on-site or from utility mains located in Columbia Street. There is an existing underground 3-phase 480 electrical service located adjacent to Building H3 engine room which provides electrical service to the three buildings. Depending on the future uses of the individual buildings, additional utility service extensions may be required. The cost of any utility extension and/or upgrade, including utility connection fees and charges are the responsibility of the purchaser.

Access

Access to the property on the north side (Palouse St) is from a 25-foot wide access easement across City of Wenatchee property and on the south side from Orondo Street.

Site environmental Condition

A prior Phase One environmental site assessment, prepared by RH2 Engineering for the CDRPA dated December 2019, is available for inspection upon request. The applicants shall not rely on this assessment and are encouraged to perform an independent site assessment.

Site Condition and Disclaimer

Please note the above information is for informational purposes only. The CDRPA makes no representations or warranties as to the environmental site assessment mentioned above, the condition of the property, or the site, buildings and utilities. All applicants agree to purchase the property "AS-IS, WHERE IS, WITH ALL FAULTS". All prospective parties are encouraged to do their own due diligence regarding the property and building condition. For utility availability please contact the City of Wenatchee, Chelan County PUD No. 1, Frontier Communications and Cascade Natural Gas.

B. PROPOSAL REQUIREMENTS:

All proposals must include the following information:

1. Clearly state which option you are proposing on either Option A, B or C and if a Plaza concept is part of your proposal. Please note that if a plaza is not an element of your development plan, this is acceptable as well.
2. Proposed purchase price.
3. Description of the development plan including proposed uses and square footage of commercial spaces.
4. Plaza Option – If you plan to pursue a plaza concept do you see this as a privately funded and managed space? Alternatively, do you see the plaza as a public/private partnership? If the latter, please describe your initial thoughts on what this partnership may look like in funding percentages and how the space may be managed.
5. Job Creation – provide estimate of approximate number of new/existing jobs to be created and approximate average hourly wages.
6. Adaptive Reuse - describe the extent of remodeling, proposed building access, and how you will meet exterior architectural requirements described in the CDRPA Surplus Property Offering dated May 13, 2020.
7. Prospective development timeline including major milestones such as: 1) completion of due diligence, 2) submittal of building plans, 3) groundbreaking, and 4) completion/occupancy.

8. How soon can you close the transaction? Will you require that closing be contingent on financing?
9. Identify and provide brief biographies of the key individuals and/or the firm(s) involved in the project.
10. Past Projects – Provide at least three descriptions of other similar projects completed or under development.
11. References–Provide financial and past project references including: banks, tenants, co-developers, or municipal entities.

Public Disclosure Notice

In order to protect the integrity of the process, Proposers should be aware that proposals and any other documents they submit to the CDRPA will become public records under the Washington Public Records Act (RCW 42.56). It is the intent of the CDRPA to post all proposals on its website and make them available for public review.

C. SUBMITTAL:

Provide six (6) bound originals of your proposal to the address below, along with an electronic copy sent to Stacie De Mestre at: Stacie@CDRPA.org

A complete submittal must be received by 2:00 pm on June 12, 2020 at:

**Chelan Douglas Regional Port Authority
ATTN: Stacie de Mestre
One Campbell Parkway, Suite A
East Wenatchee, WA 98802**

Upon release of this RFP, all communications should be directed to Stacie de Mestre as listed above. Unauthorized contact regarding this RFP with other CDRPA employees and Directors may result in disqualification. Any oral communications will be considered unofficial and non-binding. All proposals prepared by the proposer for this RFP shall become the property of the CDRPA.

D. SCHEDULE:

These dates are estimates and are subject to change by the CDRPA.

First Advertising date of RFP: May 13, 2020

Property available for self-tour appointments: May 19, 21, 26 and 28

Proposal Responses Due: June 12, 2020

Evaluation of Proposals: June 15 - 19

Staff Recommendation to Board: June 23, 2020

Shortlist Interviews: June 29 – July 2

Selection of Purchaser: July 7, 2020

Memorandum of Understanding to Purchase: July 2020

Purchase and Sale Agreement: August 2020

Satisfaction of Contingencies to Closing: 30 days

Closing: September

E. TERMS OF SALE:

The CDRPA proposes a two-step negotiated process for the sale of the properties. Upon review and selection of the best proposal, a non-binding Memorandum of Understanding to Purchase (MOU) will be entered into with selected proposer. The MOU will list a series of conditions and approvals that must be met prior to entering into a purchase and sale agreement. A Purchase and Sale Agreement will be prepared and entered into with the selected proposer only after all conditions have been met as identified in the MOU. Please see Sections F and G for additional details of the contracting process.

The terms of sale are as follows:

- All cash sale, no seller financing.
- Property and Buildings – To be sold “AS IS” with no warranties and to the condition of the buildings its components or condition of the property.
- Property transaction will be by Quit Claim Deed.

F. PROPOSAL SELECTION AND CONTRACTING PROCESS:

Each proposal will be rated, scored, and ranked based on the following criteria.

Criteria	Weighting
1. Extent to which proposal matches the adaptive reuse and land use vision for the Columbia Street Warehouse District as described in pages 6-9 of the CDRPA Surplus Property Offering dated May 13, 2020.	30 pts
2. Developer’s demonstrated experience with adaptive reuse projects of similar scale/complexity and financial capacity to undertake the project.	30 pts
3. Proposed purchase price for the property and building (s).	20 pts
4. Number of new jobs created and average wage.	10 pts
5. The proposed timeline to construct and occupy the site.	5 pts
6. Proposed use is additive/complimentary to downtown and waterfront	5 pts

The Chelan Douglas Regional Port Authority intends to select the proposal that ensures the property will be developed to the “goals and vision” for the property and reserves the right to reject any and all proposals. CDRPA Staff will review and rank proposals using the above criteria. A short-list identifying the top four proposals will be presented to the Board of Directors. The Board of Directors will conduct interviews with the short-list candidates and will make the final selection.

The Chelan Douglas Regional Port Authority reserves the right to negotiate with the selected Proposer. It is the intent of the CDRPA to enter into a nonbinding Memorandum of Understanding to Purchase with the selected Proposer and the CDRPA shall incur no liability to any proposer as a result of such negotiation. It is the intent of

the CDRPA to ensure it has the flexibility it needs to arrive at a mutually acceptable non-binding Memorandum of Understanding for the sale and purchase of the property.

The CDRPA reserves the right to begin negotiations with the second ranked proposal if an MOU is not successfully negotiated with the first ranked proposal, a Purchase Agreement is not successfully negotiated with the first ranked proposal, or if the transaction with the first ranked proposal does not close. This process may be repeated allowing the CDRPA to work down the ranking of the best proposals, if that occurs.

Each applicant assumes the risk and all costs associated with submitting a proposal, negotiating the MOU, negotiating a Purchase and Sale Agreement, and satisfying the contingencies necessary for closing (e.g. due diligence, designs, permits, etc).

Non-Binding Memorandum of Understanding

The selected Proposer will be expected to enter into a non-binding Memorandum of Agreement to Purchase with the CDRPA. This MOU would detail the conditions as described in the RFP and include the following elements as negotiated with the selected Proposer:

- Timeframe for due diligence.
- Timeframe to develop conceptual exterior and site plans, including Plaza, if proposed.
- The conditions associated with public parking, if any.
- Schedule and attend a pre-application conference with the City of Wenatchee.
- Timeline for the CDRPA to obtain a boundary line adjustment (if needed).
- Identify CDRPA approval requirements.
- Timeline to negotiate a "Purchase and Sale Agreement" including contingencies
- Establish closing conditions and dates.

G. PURCHASE AND SALE AGREEMENT:

A Purchase and Sale Agreement will be entered into upon satisfaction of the conditions listed in the Non-Binding Memorandum of Understanding to Purchase. The CDRPA shall not be bound, or in any way obligated to sell any of the property to the applicant, until both parties have executed the Purchase and Sale Agreement.

Closing

The closing date will be determined as part of the negotiations of the Non-binding Memorandum of Understanding to Purchase. It is the CDRPA's goal to close as soon as possible after all conditions and requirements have been met by the selected Proposer.

Covenants/Easements

Covenants will be recorded at closing regarding the agreed upon design and redevelopment of the property, including public easements associated with the Plaza, if part of the proposal, and the public parking commitment.

Provision for Option to Repurchase Property

The RPA reserves the option to repurchase the property at the original sales price if the purchaser fails to commence redevelopment within two years of closing, or decides to sell the unimproved property, or any portion thereof, without the advance written consent of the CDRPA five-years after closing.

**Chelan Douglas Regional Port Authority
Columbia Street Surplus Property Offering - H Buildings
DRAFT Scoring Rubric**

Proposals Matches CDRPA Visions and Goals	Pts Possible	Additional Criteria/Guidance
Community Activation	5	Community engagement, pedestrian improvements (see pg 7 of RFP)
Adaptive Reuse	5	Maintain building character/history, appropriate modernization (see pg 7 of RFP)
Human Scale	4	Architectural improvements to reduce the scale of the buildings (See pg 7 of RFP)
Wall Signs	1	See pg 7 of RFP
Plaza - incorporated into plan, level of CDRPA involvement requested	5	
Public Parking - have they agreed to provide 50 public parking stalls	5	5 pts for meeting requirement, deduct 1 pt for every 5 fewer stalls
Discretionary	5	
Total	30	

Related Experience and Financial Capacity	30 pts	Additional Criteria/Guidance
Provided 3 previous projects to reference	6	2 pt per project
Avg project size comparable to this one	6	%
Adaptive reuse projects	3	1 pt per project that was adaptive reuse
Security of funding, proposed investment	5	
Does business plan support long term investment	5	
Discretionary	5	
Total	30	

Purchase Price	Pts Possible	Additional Criteria/Guidance
% of minimum price	10	1 pt for meeting minimum, additional pt for every 2.5% over
CDRPA investment required	10	10 pts for no CDRPA invested, deduct 1 pt for every \$50k
Total	20	

New Jobs and Avg Wage	Pts Possible	Additional Criteria/Guidance
# jobs created	4	
Avg Wage	4	4 pts for meeting living wage standard, deduct or add a point for every 10% difference
Contribution to sales tax base	2	
Total	10	

Timeline	Pts Possible	Additional Criteria/Guidance
When will business be open	4	4 pts if business will be open w/in 18 months, deduct 1 pt for each additional 6 months
Discretionary	1	
Total	5	

Additive/Complimentary to Downtown and Waterfront	Pts Possible	Additional Criteria/Guidance
New or Expanding Business	2	3 pts if new business (not already in valley) or provides for an existing business to expand
Ability to draw people downtown	2	
Discretionary	1	
Total	5	

Pangborn Memorial Airport

REEF (Republic) Parking

Request to waive Minimum Guarantee payment for 3 months

Last month, REEF Parking requested that the Airport waive the Minimum Guarantee payment for 3 months. Similar requests have been made nationwide to all of the airports where their contracts include Minimum Guarantees. In Washington, REEF operates at Yakima and Pasco with Minimum Guarantee payments. Both Yakima and Pasco intend to defer the minimum payment instead of waiving it.

Minimum Monthly Guarantee

Pangborn: \$11,500

Yakima: \$10,000

Pasco: \$70,000

CARES Act grant funding

Pangborn: \$18,120,860

Yakima: \$ 1,286,003

Pasco: \$ 5,892,059

Revenue projection

Month	2019 Actual	2020 Actual	2020 Projection	Projection %
January	\$35,604	\$29,026		
February	\$38,917	\$34,182		
March	\$46,665	\$13,218		
Q1	\$121,185	\$76,426		63%
April	\$36,311		\$3,631	10%
May	\$40,292		\$4,029	10%
June	\$37,592		\$9,398	25%
Q2	\$114,194		\$17,058	
July	\$36,938		\$18,469	50%
August	\$33,295		\$16,647	50%
September	\$36,857		\$18,429	50%
Q3	\$107,090		\$53,545	
October	\$44,337		\$33,253	75%
November	\$44,112		\$33,084	75%
December	\$41,556		\$31,167	75%
Q4	\$130,005		\$97,504	
Year Total	\$472,474		\$244,532	52%

Jim Kuntz

From: Bob Linehart <bob.linehart@reefparking.com>
Sent: Thursday, April 23, 2020 11:57 AM
To: Jim Kuntz
Cc: Trent Moyers; Monica Lough; Gord Beedler; Jeff Miller; Graham Leach
Subject: Re: Pangborn Airport

Thanks Jim.

We don't have business interruption insurance. According to our insurance team, as of now there is no insurance coverage available for business interruption due to COVID. In the case of COVID, the insurance industry has taken the position that business interruption is not triggered as there is no physical loss or damage to the property itself. The property might be contaminated but not physically damaged. If a claim was to be considered, an insurer would pay for the cost to decontaminate affected surfaces. It would be up to each business owner to prove a surface is contaminated with COVID. The insurance company would not cover the cost to decontaminate all surfaces within a building simply because an owner thinks they might be contaminated. The cost to prove contamination would more than likely not be covered either. Only contaminated surfaces would be cleaned. Once the surface is cleaned, the business interruption claim would end. Any delay in determining that a surface is contaminated would also be taken into consideration. So if a business owner took 6 months to test every surface area within the insured property, this time period would also not be covered.

Look forward to hearing back from you after your board meeting. In the meantime, please don't hesitate to contact me if I can be of any assistance.

Regards,

Bob Linehart
Executive Vice President | Airport Services



633 Chestnut St., Ste. 2000 | Chattanooga, TN 37450 USA
email: bob.linehart@reefparking.com
office: 423-756-2771 | mobile: 423-595-1977
[REEF PARKING](#)

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From: Jim Kuntz <Jim@cdrpa.org>
Sent: Thursday, April 23, 2020 1:14 PM

To: Bob Linehart <bob.linehart@reefparking.com>

Cc: Trent Moyers <trent@cdrpa.org>; Monica Lough <Monica@cdrpa.org>

Subject: Pangborn Airport

*** **External Email:** This email originated from outside of the organization. Do not click links or open a

Bob,

I am preparing for my board of directors meeting next Tuesday. Will have you a decision on your rent relief request following this meeting. A question for you. Does your company have business interruption coverage from your insurance company? If yes, have you submitted a claim yet? Thanks.

Jim Kuntz

Chief Executive Officer

One Campbell Parkway Suite A, East Wenatchee, WA 98802

☎ 509.884.4700 | Cell 509.336.5595 | www.cdrpa.org



**Chelan Douglas Regional
Port Authority**

Memo

To: Board of Directors

From:  Jim Kuntz

cc: None

Date: April 24, 2020

Re: Resolution Authorizing CEO to Modify Real Property Leases

Please find enclosed a resolution drafted by Quentin that gives the CEO the authority to waive late fees and not charge interest on past due accounts. It also provides additional clarity of the CEO's ability to defer rents.

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY
RESOLUTION 2020-10**

**A RESOLUTION OF THE CHELAN DOUGLAS REGIONAL PORT
AUTHORITY TEMPORARILY AUTHORIZING THE CEO TO MODIFY REAL
PROPERTY LEASES IN RESPONSE TO THE OUTBREAK OF COVID-19**

Whereas, COVID-19, a respiratory disease that can result in serious illness or death to vulnerable or at-risk populations, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person; and

Whereas, the United States Centers for Disease Control and Prevention (“CDC”) identifies the potential public health threat posed by COVID-19 both globally and in the United States as “high”, and has advised that person-to-person spread of COVID-19 will continue to occur globally, including within the United States; and

Whereas, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency for COVID-19, beginning on January 27, 2020; and

Whereas, on February 29, 2020, Governor Jay Inslee proclaimed a state of emergency within the State of Washington due to COVID-19; and

Whereas, on March 11, 2020 the World Health Organization declared COVID-19 a global pandemic; and

Whereas, COVID-19 has the potential to adversely affect the health of people in Chelan and Douglas Counties; and

Whereas, Chelan and Douglas Counties have issued county-wide emergency declarations and access restrictions in response to the COVID-19 spread; the Chelan Douglas Health District has also formally activated its emergency response in response to the pandemic; and

Whereas, since February 29, 2020, Governor Inslee has issued a series of emergency orders in response to the crisis progressively limiting business and other activities to prevent the spread of the illness, including Proclamation 20-25, “Stay Home, Stay Healthy;” and

Whereas, on March 24, 2020, the Chelan Douglas Regional Port Authority adopted Resolution 2020-08 authorizing emergency powers and delegating certain authority to the CEO in response to the outbreak of COVID-19; and

Whereas, the emergency orders enacted to prevent the spread of COVID-19 have included the mandatory extended closure of businesses located on CDRPA-leased properties, with associated loss of business income and unemployment; and

Whereas, all levels of government, including local jurisdictions, have taken emergency actions in response to the COVID-19 crisis to assist businesses and individuals adversely impacted by loss of revenue and/or unemployment, including the deferral of fees and charges; and

Whereas, the Board of Directors desires to assist CDRPA tenants adversely impacted by the COVID-19 crisis.

Now, Therefore, Be It Resolved by the Board of Directors of the Chelan Douglas Regional Port Authority as follows:

SECTION I – TEMPORARY MODIFICATION OF REAL PROPERTY LEASES

A. As described in the Recitals above, a state of emergency exists in the State of Washington and Chelan and Douglas counties resulting from the COVID-19 crisis.

B. The Port's adopted policies and procedures for the Delegation of Authority (Resolution 2019-18) and Real Property Management (Joint Resolution 2020-02) and shall be temporarily modified as follows:

- i. The CEO or his/her designees are hereby authorized to suspend the issuance of notices of default and initiation of lease termination for nonpayment of rents for CDRPA tenants adversely impacted by the COVID-19 crisis.
- ii. The CEO or his/her designees shall require CDRPA tenants seeking a deferral under this authorization to provide a self-certified application detailing the adverse impact of the COVID-19 crisis on the tenant's ability to pay rent amounts due and efforts to mitigate the impact. A copy of the COVID-19 Pandemic Rent Relief Application is attached hereto as Exhibit A and can be found on the CDRPA website under the "Doing Business with Us" tab.
- iii. Port tenants qualifying for suspension of default under this provision shall not be charged interest and/or lease late fees.
- iv. The CEO or his/her designees are hereby authorized to defer rent and fees for up to three months provided that the deferral is within the current CDRPA fiscal year and do not exceed \$80,000 per tenant. Rent deferral requests exceeding the current fiscal year or above \$80,000 per tenant shall require Board approval.

- v. This authorization shall last until December 31, 2020, unless otherwise terminated or extended by the Board of Directors.

SECTION II – REPORTING

A. The CEO shall briefings to the Commission as soon as practicable on the action taken pursuant to this Resolution and the attendant budgetary impacts during an open and public meeting.

ADOPTED by the Board of Directors of the Chelan Douglas Regional Port Authority this 29th day of April, 2020m and duly authenticated in open session by the signatures of the Board of Directors voting in favor thereof.

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Mark Spurgeon, Director

Rory Turner, Director

W. Alan Loeb sack, Director

Exhibit A



Covid-19 Pandemic Rent Relief Application

Applicant Information

Name:

Last _____ First _____ Business Title: _____

Business Entity: _____

Cell Phone: _____ Email: _____

Type of Authorization(s): Lease Other Describe:

Rent Relief Request

I am a CDRPA tenant or customer that is undergoing a financial hardship as a result of the Covid-19 Pandemic. I hereby request deferment of rent or fees for _____ months' (up to 3) beginning _____, 2020 (the "Initial Deferral Date") and extending through _____, 2020.

Business Information

Were your operations fully or partially suspended as a result of a Government order? YES NO

If yes, enter date suspended _____, and describe if fully or partially and explain details (attach additional pages if necessary): _____

If no, how has your business operations been effected by the Covid-19 Pandemic? _____

How were your employees and staffing levels impacted by the Covid-19 Pandemic?

My business has laid off or furloughed staff, including: # of employees _____, out of _____ total staff, or has otherwise curtailed its workforce or been impacted; explain details (attach additional pages if necessary): _____

Did your revenues substantially decrease as a result of Covid-19 Pandemic? YES NO explain in detail (attach additional pages if necessary):

My B&O Tax filing information showing substantial decrease in revenue is attached? YES NO If not explain:

Have you applied for the Federal Paycheck Protection under the Coronavirus Aid, Relief and Economic Security Act?

YES NO If not, explain: _____

Do you qualify for business interruption coverage from your insurance? YES NO

My insurance policy is attached? YES NO

Provide additional information regarding impacts the Covid-19 Pandemic has had on you as a business tenant or a customer (attach additional pages if necessary):

Provide additional information regarding actions you are taking to address such impacts beyond requesting deferred rent (attach additional pages if necessary): _____

Duty to Mitigate

As a condition of a deferred rent agreement you will have a duty to mitigate by: (1) diligently pursuing relief provided by State and/or Federal programs, (2) filing claims under business interruption insurance policies or similar for rent and other charges sought to be deferred, and (3) making your books and records available to the Port for inspection, including an audit by Port staff or a third party, to assure you have pursued relief and filed claims.

Will you agree to this Duty to Mitigate? YES NO

Signature

I hereby affirm that the foregoing information is true and correct to the best of my knowledge and that I am authorized to sign this document.

Signature _____ Date: _____

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "**Agreement**") is entered into by and between (a) the Chelan Douglas Regional Port Authority, formerly the Port of Douglas County (the "**Port**") and (b) Mark D. Waldron, in his capacity as the duly-appointed Chapter 11 Trustee (the "**Chapter 11 Trustee**") in the bankruptcy case of Giga Watt, Inc. (the "**Debtor**"), pending in the U.S. Bankruptcy Court for the E.D. of Washington (the "**Bankruptcy Court**"), and assigned case no. 18-03197 (the "**Bankruptcy Case**"). Collectively, the Port and the Chapter 11 Trustee shall be referred to as the "**Parties**".

BACKGROUND

WHEREAS, the Port and the Debtor entered into that certain *Land Lease for Portion of Pangborn Airport Business Park East Wenatchee, Washington* on March 1, 2017 and that certain *Addendum to Lease Agreement Pangborn Airport Business Park East Wenatchee, Washington* on August 9, 2017 (collectively, the "**Lease**").

WHEREAS, on November 19, 2018, the Debtor commenced the Bankruptcy Case by filing a petition for relief under chapter 11 of the United States Code, section 101, *et seq* (the "**Bankruptcy Code**").

WHEREAS, the Bankruptcy Court approved the appointment of the Chapter 11 Trustee pursuant to the *Order Approving Appointment of Chapter 11 Trustee*, dated January 23, 2019 [ECF 146] and the Chapter 11 Trustee is acting on behalf of the Debtor's estate in the Bankruptcy Case (the "**Estate**").

WHEREAS, the Port filed in the Bankruptcy Case a proof of claim, assigned no. 65 on February 15, 2019, asserting the right to payment of \$662,994.09 on a general unsecured basis (the "**Proof of Claim**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Port and the Chapter 11 Trustee hereby agree as follows:

AGREED TERMS

1. Payment by the Chapter 11 Trustee. The Chapter 11 Trustee will pay the Port the total sum of Twenty-Two Thousand Five Hundred and No/100 Dollars (\$22,500) (the "**Settlement Payment**") as provided herein. The Settlement Payment shall be paid by wire transfer not later than five (5) business days after entry of an order in the Bankruptcy Case approving this Agreement (the "**Approval Order**").
2. Withdrawal of the Proof of Claim. Upon entry of the Approval Order, the Proof of Claim shall be deemed withdrawn with prejudice without the need of further notice or order.
3. No Assignment. The Port affirms it has not assigned to any third party any claim released hereunder, including but not limited to, the Proof of Claim and any claim against the Estate for payment on an administrative basis.
4. Subject to Court Approval. This Agreement, and all the rights, obligations, releases and waivers of each of the Parties hereunder, are subject to the approval of the Bankruptcy Court. The Chapter 11 Trustee will seek the approval of the Bankruptcy Court within five (5) business days after receipt by the Chapter 11 Trustee of this Agreement executed by the Port.

5. Mutual Release. The Parties, on behalf of themselves, their predecessors, successors, affiliates, and assigns, and its and their past, present, and future officers, directors, commissioners, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge the other Party, together with their predecessors, successors, affiliates and assigns and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which either Party has, or may have had, against the other Party, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from:

- (a) the Lease;
- (b) the Bankruptcy Case;
- (c) any agreement between the Parties or between the Port and the Debtor;
- (d) any other matter between the Parties or between the Port and the Debtor.

6. No Further Claims. Upon approval of the Bankruptcy Court and payment of the Settlement Payment, no further claims, administrative, general unsecured, pre-petition or otherwise shall exist between the Parties.”

7. No Admission of Liability. The Parties acknowledge that the Settlement Payment was agreed upon as a compromise and final settlement of disputed claims and that payment of the Settlement Payment is not, and may not be construed as, an admission of liability by the Chapter 11 Trustee and is not to be construed as an admission that the Chapter 11 Trustee engaged in any wrongful, tortious, or unlawful activity. the Chapter 11 Trustee specifically disclaims and denies (a) any liability to the Port and (b) engaging in any wrongful, tortious, or unlawful activity.

8. No Attorneys' Fees or Costs. The Parties acknowledge and agree that they are solely responsible for paying any attorneys' fees and costs they incurred and that neither Party nor the Party's attorney(s) will seek any award of attorneys' fees or costs from the other Party.

9. Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

10. New or Different Facts: No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any

new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

11. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

12. Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Washington and the Bankruptcy Code, as applicable, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Washington or the Bankruptcy Code.

13. Choice of Forum; Exclusive Jurisdiction. The Bankruptcy Court shall be the exclusive forum for litigation concerning this Agreement. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

14. Reliance on Own Counsel. In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

15. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon them by their respective entities.

17. Effective Date. The terms of the Agreement will be effective on the date that the Chapter 11 Trustee has paid the Settlement Payment (the "Effective Date").

[Signature page follows.]

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

Date: April __, 2020

Mark D. Waldron, as Chapter 11 Trustee

By: _____

Name: Mark D. Waldron

Title: Chapter 11 Trustee

Date: April __, 2020

Chelan Douglas Regional Port Authority, formerly
the Port of Douglas County

By: _____

Name: _____

Title: _____

Memo

To: Board of Directors

From: Stacie de Mestre

cc: Jim Kuntz

Date: April 23, 2020

Re: Pangborn Airport Parking Lot Seal Coat Project and Establishment of a Project Budget

Seal Coat Project:

On April 2, 2020 a Request for Proposal was issued for the Pangborn Airport Parking Lot Seal Coat Project. This project was scheduled for this summer but in an effort to take advantage of the decreased parking lot use the project was expedited. On April 8, 2020 Black Rock Asphalt and Moe Asphalt submitted bids. Moe Asphalt was determined to be the low bidder, RH2 concurred. The project started on April 23, 2020 and is scheduled to take place in up to three phases as shown in the attached diagram. In addition to crack sealing and seal coating, the striping in the drive lane will be revised to provide two loading zones (see attached). Per the contract, the project will be complete prior to May 31, 2020.

Establishment of Project Budget:

The CDRPA 2020 approved budget reflects a \$65,000.00 line item for the Pangborn Airport Seal Coat Project based on a rough estimate provided by a contractor in 2019. That estimate erroneously did not include sales tax, was only for a one coat application, and did not include striping revisions or glass bead application to the striping in the drive lane. RH2 Engineers felt strongly that a 2 coat application was appropriate given the amount of traffic in the parking lot as well as the glass bead application. 8,700 lineal feet of crack sealing was included in the contract, additional crack sealing will be done at \$0.54 per lineal foot. Staff is proposing the overall project budget as follows:

Construction Contract (w/ tax):	\$ 72,280
RH2 Engineering Fees:	\$ 2,000
Project Contingency (15%):	<u>\$ 10,720</u>
Total Recommended Project Budget:	\$ 85,000

Terminal Parking Lot Sealcoat

Phasing Plan

Legend

- Phase 1
- Phase 2
- Phase 3



Google Earth

300 ft

Pangborn Memorial Airport
Terminal Building Capacity Improvements
Budget Increase

Description of Changes

The CDRPA has approved 4 change orders with Halme Builders and a contract amendment with T-O Engineers for a total of \$38,021, which exceeds the original project contingency of \$25,000. We are requesting a budget increase of \$13,021. This project was partially funded by an FAA Airport Improvement Program grant. The costs for the approved change orders were allocated to the FAA (\$23,747) and the CDRPA (\$14,274) based on eligibility of the work and availability of AIP-funding.

<u>Change Orders</u>	<u>C.O. w/ WSST</u>
CO #1 - Stainless corner guard	454.55
CO #2 - Ceiling grid repair	1,255.47
CO #3 - Complete carpet replacement	Rejected
CO #4 - Partial carpet replacement	11,288.05
CO #5 - Install chair rail	7,112.41
CO #6 - Install card reader	Rejected
CO #7 - Glass thickness	Rejected
T-O/Mead & Hunt Amendment	17,910.00
Change Order Total	38,020.48
Original Contingency	25,000.00
Difference	13,020.48

Original Budget (Approved 5/21/19)	\$ <u>396,354</u>
Additional Budget Request	\$ <u>13,021</u>
Total Project Budget	\$ <u>409,375</u>

Estimated Date of Project Completion – May 15, 2020

**Chelan Douglas Regional
Port Authority**

Memo

To: Board of Directors

From:  Jim Kuntz

cc: None

Date: April 24, 2020

Re: WSU Small Business Center Interagency Agreement

Please find enclosed a new two-year agreement between WSU and the Regional Port for our funding of the local Small Business Development Center. The Regional Port's cash contribution would be \$80,000 over two years. This is consistent with our current budget allocation of \$40,000 per year.

INTERAGENCY AGREEMENT
Washington State University
Chelan Douglas Regional Port Authority

THIS INTERAGENCY AGREEMENT is entered into this date by and between the Chelan Douglas Regional Port Authority, a Washington municipal corporation (the "Port"), and Washington State University through its Small Business Development Center (WSU) , sometimes collectively referred to as the "Parties" or individually as a "Party."

RECITALS

- A. The Port is authorized by statute to engage in programs for the economic development of Chelan and Douglas Counties and to engage in public education, events, promotional and other activities as allowed by law.
- B. The Port has been officially designated as the lead economic development organization for Chelan County and Douglas County.
- C. The Port wishes to contract with WSU to provide a portion of the local matching dollars to federal funding in order to assure "direct assistance" services are available to address business retention and expansion and business start-up.
- D. WSU desires to contract with the Port to provide the services of the SBDC program functions on behalf of the Port.

AGREEMENT

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

1. **General Responsibilities.** WSU agrees to provide direct technical assistance to existing businesses, entrepreneurs, and start-up businesses in Chelan and Douglas Counties as specified in Attachment A, incorporated herein by reference.
2. **Term of Performance.** This Agreement shall be effective from January 1, 2020 through December 31, 2021 (the "Term"); provided, however, that either the Port or WSU may terminate the Agreement, in whole or part, with or without cause upon thirty (30) calendar days advance written notice of such termination, stating the date of termination. In such case, WSU shall be entitled to compensation through the date specified in the notice of termination.
3. **Reporting.** Reporting in Compliance with the Small Business Act. All reports will be prepared in compliance with the Small Business Act, 15 USC 631 et seq., and the Standard Operating Procedures of the Small Business Administration and SBDC, including but not limited to SOP 40 03 3 (the procedures and guidelines for Disclosure of Information). Therefore, requests for personal information or other client information may be denied unless either party has the written permission of the individual to release the information or unless the information

is subject to disclosure under the Freedom of Information Act or other applicable laws or regulations.

4. **Payment.** The amount to be paid to WSU for performance of all related services and expenses incurred during the Term, unless the Agreement is terminated prior to the end of the Term, shall be \$80,000. WSU will invoice the Port for quarterly payments of \$10,000. Said invoices must follow or accompany the submittal of progress reports as specified in "Section 3, Reporting".

5. **Supplemental Agreements.** WSU and the Port understand and agree that the concepts set out above in this may cause the Parties to add additional details, refinements or changes to this Agreement and the Parties agreed to meet at reasonable times to supplement or modify this Agreement as may be appropriate under the circumstances. Amendments are likely to include such things as changes to the types and amounts of information provided by the WSU program to the Port, and the like.

6. **Contract Managers.** The Port's authorized representatives under this Agreement, who shall be responsible for monitoring the performance of and approving actions by WSU and for approving payment of billings is:

Jim Kuntz, Chief Executive Officer
Chelan Douglas Regional Port Authority
One Campbell Parkway Suite A
East Wenatchee, WA 98802
509-884-4700

For WSU, services and reporting will be provided by:
Sheryl McGrath, Associate State Director
Washington State University SBDC
901 E 2nd Ave., Ste. 210
Spokane, WA 99202
509-358-7894

Services and Reporting Administration will be:

Duane Fladland, State Director
Washington State University SBDC
901 E 2nd Ave, Ste 210
Spokane, WA 99202
509-358-7767

Contract Administration will be:

Dan Nordquist, AVP
WSU Office of Research Support and Operations
PO Box 641060
Pullman, WA 99164-1060
509-335-9661

Invoicing and receipt of payments will be:

Casey St. Clair, Director
WSU Sponsored Programs Services
PO Box 641025
Pullman, WA 99164-1025
509-335-2058

7. **Records.** All records, books, documents, correspondence and other materials maintained, prepared or issued by WSU in the performance of this Agreement shall be the property of WSU. All client records shall be held in strict confidentiality and will not be released without written consent of the client. The WSU program requires that client files are retained for three years then are destroyed. Unless the Port directs otherwise, WSU shall have responsibility for retention of those records and the Port shall have full access to all WSU generated reports and records reasonable times, to inspect, review or audit those records by personnel duly authorized by the Port, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation or contract. The Port shall be permitted to make excerpts or transcripts from non-confidential records. WSU shall retain all documents, papers, records, and other materials pertaining to the performance of this Agreement for six (6) years from the date of termination of this Agreement to facilitate any audits or inspections. If any litigation, claim, or audit is commenced, the records, along with supporting documentation, shall be retained until all litigation, claim, or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

8. **Default.** In the event of default of any provision of this Agreement, the non-defaulting party shall have all rights and remedies existing at law and in equity including the right to recover monies paid and wrongfully expended, and to seek other damages allowed by law.

9. **Dispute Resolution.** In the event the Parties cannot agree on any matter set out in this Agreement and if the method of resolution of the disagreement is not set out in the Agreement, they shall promptly consult together and attempt to resolve the dispute. In the event they cannot agree upon a resolution of the dispute, the same shall be settled by arbitration pursuant to RCW Chapter 7.04, etc. seq. except as herein modified. Such arbitration shall be before one disinterested arbitrator, if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the Port, one by WSU and one named by the two thus chosen. If all arbitrators have not been appointed within ten (10) days after written notice of demand for arbitration is given by one party to the other, then either party may apply to the Chelan County Superior Court, upon not less than (5) days written notice to the other, for appointment of the necessary arbitrators remaining to be appointed, and the judicial appointment shall be binding and final. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Washington as applied to the facts found by him/her or them. The arbitrator or arbitrators may grant injunctions or other relief in such controversy or claims. The decision of the arbitrator or arbitrators shall be final, conclusive and binding on the parties and a judgment may be obtained in any court having jurisdiction.

10. **Non-discrimination, Fiscal Accountability and other compliance.** WSU shall follow the same rules and regulations as the Port is required to follow in the ADO contract under General Terms and Conditions. Said Terms and Conditions are excerpted from the ADO contract and are provided in Attachment B.

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

12. **Entire Agreement.** This Agreement contains the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior Agreements or understandings between the Parties with respect thereto.

13. **Applicable Law and Venue.** This Agreement will be interpreted in accordance with the laws of the state of Washington. The venue of any action hereunder shall be in Chelan County, Washington.

14. **Severability.** It is intended that each paragraph of this Agreement be viewed as separate and divisible and if any paragraph is held to be invalid, the remaining paragraphs shall continue in full force and effect.

15. **Binding Agreement; Benefit.** The provisions of this Agreement will be binding upon, and will inure to the benefit of, the respective heirs, legal representatives and successors of the Parties.

Dated: _____


Dated: _____

CHELAN DOUGLAS REGIONAL PORT
AUTHORITY

WASHINGTON STATE UNIVERSITY

By: _____

JIM KUNTZ
CHIEF EXECUTIVE DIRECTOR

By  Digitally signed by Dan Nordquist
AVP, Authorized Official
Date: 2020.04.10 12:02:32 -07'00
DAN NORDQUIST
ASSOC. VICE PRESIDENT, ORSO

**Chelan Douglas Regional
Port Authority**

Memo

To: Board of Directors

From:  Jim Kuntz

cc: None

Date: April 24, 2020

Re: Federal Air Service Grant Update – Local Contributions

Commercial air service has been severely impacted by the COVID-19 business downturn. It appears our community's goal of air service to the Bay Area may be put on hold for a while. Should the Regional Port offer to refund those local businesses that contributed to the local match? We have received one such request. The Board needs to provide some guidance on this issue.

Port of Chelan County

ASIP - Paid

As of 5/20/19

Customer	Company	Amt Paid
Adam Rynd (CB Winthrop)	Coldwell Banker Winthrop Realty	\$ 5,000.00
Andy Stirling	Numerica Credit Union	\$ 7,500.00
Ann Congdon		\$ 100.00
Atsuko Ishigaki	NTT Facilities USA, Inc.	\$ 50.00
Bart Clennon	Clennon Orchards	\$ 1,000.00
Brad Allen	Sage Real Estate Services	\$ 500.00
Bret Pittsinger	Van Doren Sales, Inc.	\$ 2,500.00
Buell Hawkins		\$ 500.00
Chris Millsap	RE/MAX Advantage - Lake Chelan	\$ 1,000.00
City of Chelan	City of Chelan	\$ 5,000.00
City of Wenatchee	City of Wenatchee	\$ 10,000.00
Conor Davis	California Soils Inc,	\$ 1,000.00
Dale Hall	Valley Tractor and Rentals	\$ 5,000.00
Dan Beardslee	Erlandsen	\$ 1,000.00
David & Keith Soderstrom	Bainbridge Manufacturing, Inc.	\$ 1,000.00
David & Mary Weidy	Culinary Apple	\$ 500.00
David Olson	Columbia Valley Community Health	\$ 5,000.00
Don Sangster	Sangster Motors	\$ 5,000.00
Douglas County	Douglas County	\$ 1,800.00
Dr. Peter Rutherford, MD	Confluence Health	\$ 25,000.00
Ed Phinney	Pacific Aerospace & Electronics	\$ 10,000.00
Eiji Kawauchi	NTT Facilities USA, Inc.	\$ 100.00
Elmer Kuball, PE	Alpha Callendar Consultants	\$ 500.00
Eric & Ashley Bartanen		\$ 100.00
G.W.A.T.A.	G.W.A.T.A.	\$ 500.00
Gil & Kay Sparks		\$ 250.00
Greg Oakes	Cashmere Valley Bank	\$ 10,000.00
Jose R. Rivera	J. Rivera & Associates	\$ 1,000.00
James & Nancy Mills		\$ 1,000.00
Jasen McDaniel	JDSA Law	\$ 2,500.00
Jay Smith & Debbie Smith	Express Employment Professionals	\$ 1,000.00
Jeff Rounds	Broadfield Insurance Group	\$ 5,000.00
Jennifer Korfiatis	Jennifer Korfiatis Marketing	\$ 250.00
Jim Blair	North Meridian Title & Escrow LLC	\$ 2,000.00
Jocelyn Kummer		\$ 25.00
Johnson, Gaukroger, Smith & Marchant, PS	Johnson, Gaukroger, Smith & Marchant, PS	\$ 100.00
Josh Jorgensen	Mission Ridge Ski & Board Resort	\$ 1,000.00
Kari Sorenson	Blueberry Hills	\$ 1,000.00
Karl Ruether	Icicle Village Resort	\$ 2,500.00
Kelly Allen	Kelly Allen Insurance	\$ 100.00
Kim & Gerry Ustanik	Mountain View Lodge & Resort	\$ 500.00
Lisa Parks	Port of Douglas County	\$ 10,000.00
Luca Montanari	Unifec USA Universal Technologies, Inc.	\$ 2,500.00
Malachi Salcido	Salcido Enterprises LLC	\$ 1,000.00
Marc S Straub	Building North Central Washington	\$ 1,000.00
Masahiko Kanai	Electronic Environments Co. LLC	\$ 100.00
Matt & Stacy Luckensmeyer		\$ 500.00

Port of Chelan County

ASIP - Paid

As of 5/20/19

Customer	Company	Amt Paid
Matthew & Alison Bromberg		\$ 200.00
Mauro Felizia	Crunch Pak / Dovex	\$ 10,000.00
Mayor Cheryl K Farivar	City of Leavenworth	\$ 5,000.00
Mayor Steven C Lacy	City of East Wenatchee	\$ 5,000.00
Microsoft		\$ 43,000.00
Mike & JoAnn Walker		\$ 1,000.00
Mike Wade	Columbia Fruit Packers	\$ 1,000.00
Naila Duffy	AAA Travel	\$ 5,000.00
North Cascades Bank (Josh Stendera)	North Cascades Bank	\$ 500.00
Ogden Murphy Wallace	Ogden Murphy Wallace	\$ 10,000.00
Pamela Brulotte (Icicle Brewing)	Icicle Brewing Company	\$ 125.00
Pamela Brulotte (Munchen Haus)	Munchen Haus	\$ 125.00
Pandol Brothers, Inc (Brent Bofto)	Pandol Brothers, Inc.	\$ 300.00
Paul Coppock	The DOH Associates, PS	\$ 500.00
Port of Chelan County	Port of Chelan County	\$ 50,000.00
Quentin Batjer	Davis, Arneil Law Firm, LLP	\$ 500.00
Quincy Chamber of Commerce	Quincy Chamber of Commerce	\$ 1,000.00
RH2 Engineers	RH2 Engineering	\$ 10,000.00
Rhona Baron	Cascade Farmlands	\$ 300.00
Richard & Sharon Erickson		\$ 100.00
Rufus Woods	Wenatchee World	\$ 1,000.00
Sabey	Sabey	\$ 20,000.00
Sandy Mathews	Journey Travel & Tours	\$ 1,000.00
Scott Thompson	Total Travel	\$ 2,000.00
Shannon E Johannson		\$ 200.00
Shiloh Schauer	Wenatchee Valley Chamber of Commerce	\$ 1,000.00
Steve Baldock	Cascade Autocenter	\$ 10,000.00
Steven & Tanya Tramp	Comfort Suites	\$ 1,000.00
Ted Kozikowski	Keyes Packaging Group LLC	\$ 5,000.00
Tony Welsh		\$ 100.00
Tracy Brandt	The Brandt Law Firm	\$ 100.00
Travis Hendrick	Goodfellow Brothers, Inc.	\$ 10,000.00
David White	Trinity Fruit	\$ 1,000.00
Vicky Scharlau	501 Consultants, Inc.	\$ 1,000.00
West Mathison (Mitch Hanan)	Stemilt	\$ 20,000.00
		\$ 350,275.00



Bob Ferguson
ATTORNEY GENERAL OF WASHINGTON

MEMORANDUM

DATE: April 6, 2020

TO: Local Governments in Washington

FROM: The Attorney General's Office

SUBJECT: **Legality of Options for Supporting Small Businesses and Low-Income Individuals During a Public Health Crisis**

I. INTRODUCTION

Washington State and the nation are in the midst of a public health and economic crisis related to COVID-19. The Governor recently ordered all non-essential businesses generally to cease operations. The Governor also ordered all people in Washington State to stay home, with limited exceptions. In the midst of this unprecedented crisis, our office has heard from many local governments looking for ways to help the residents and businesses in their communities.

Several local governments have contacted our office to seek guidance about their aid efforts. Our office recently published general guidance that constitutional restrictions on use of public funds should not be an impediment to local efforts to combat COVID-19, as local government expenditures made in furtherance of the effort to combat the virus further fundamental public purposes, such as protecting public health and welfare.

This memorandum follows up on that general guidance by evaluating two potential initiatives some are considering to assist low-income residents and small businesses affected by the crisis. The first initiative would provide cash assistance to low-income individuals who lost their jobs due to COVID-19, or who are struggling financially as a result. The second initiative would provide grants or loans to small businesses struggling to survive the closure of their businesses. The stated goal of the initiatives is to ensure compliance with public health guidelines and to prevent economic hardship in the region.

We conclude that cash grants can be provided to low-income individuals consistent with our state constitution's restriction on gifts of public funds. We also conclude that grants or loans can likely be provided to impacted small businesses, so long as reasonable safeguards are in place to prevent fraud or abuse.

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II. ISSUES

1. Under article VIII, section 7 of the state constitution, may a local government provide cash assistance to low-income individuals who have lost their jobs or are struggling financially due to COVID-19?
2. Under article VIII, section 7 of the state constitution, may a local government provide grants or loans to small businesses struggling with the State-ordered closure of their businesses?

III. SHORT ANSWERS

1. Yes. Article VIII, section 7 of the state constitution allows local governments to give money to provide necessary support for the “poor.” Temporary cash assistance to low-income individuals who have lost their jobs or are struggling financially would fit in this category. More broadly, when government carries out its fundamental purposes with public funds, it does not violate article VIII, section 7. Preserving public health and promoting public welfare are fundamental purposes of government. Temporary financial assistance for low-income residents during a public health crisis advances public welfare, so a court would likely not consider it to be an unconstitutional gift.
2. Probably, with sufficient safeguards in place. Given the unprecedented health crisis that Washington faces, loans or grants are likely permissible if a local government can establish a clear nexus between such programs and either protecting the local economy or promoting compliance with public health guidelines.

IV. FACTUAL BACKGROUND

A. The Governor Ordered People to Stay Home and Non-Essential Businesses to Close to Limit the Spread of COVID-19

Washington State faces an unprecedented public health and economic crisis related to COVID-19. On January 21, 2020, the Centers for Disease Control and Prevention (CDC) and the Washington State Department of Health announced the first case of COVID-19 in the State. *See* 2019 Novel Coronavirus Outbreak (COVID-19), <https://www.doh.wa.gov/Emergencies/Coronavirus> (last visited April 6, 2020). Since then, the virus has spread rapidly throughout the State. As of April 4, 2020, the State Department of Health has documented 7,984 cases and 338 deaths. *Id.*

The Governor has acted to limit the spread of COVID-19. Most relevant here, on March 23, 2020, the Governor issued the Stay Home – Stay Healthy Proclamation 20-25. *See* Proclamation

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by the Governor Amending Proclamation 20-05. The proclamation described the virus's impact on public health and the economy: "the worldwide COVID-19 pandemic and its progression in Washington State continues to threaten the life and health of our people as well as the economy of Washington State, and remains a public disaster affecting life, health, property or the public peace." *Id.* at 1. The proclamation also described the challenges faced by the state's health care system: "models predict that many hospitals in Washington State will reach capacity or become overwhelmed with COVID-19 patients within the next several weeks unless we substantially slow down the spread of COVID-19 throughout the state." *Id.*

To slow the spread of COVID-19, the Governor ordered people to stop leaving their homes, with limited exceptions, and he ordered non-essential businesses to close:

All people in Washington State shall immediately cease leaving their home or place of residence except: (1) to conduct or participate in essential activities, and/or (2) for employment in essential business services. This prohibition shall remain in effect until midnight on April 6, 2020, unless extended beyond that date.

.....

Effective midnight on March 25, 2020, all non-essential businesses in Washington State shall cease operations except for performing basic minimum operations. All essential businesses are encouraged to remain open and maintain operations, but must establish and implement social distancing and sanitation measures established by the United States Department of Labor or the Washington State Department of Health Guidelines. This prohibition shall remain in effect until midnight on April 8, 2020, unless extended beyond that date.

Proclamation by the Governor Amending Proclamation 20-05 at 3, 4. The Governor has since extended all provisions in this order through May 4, 2020. Proclamation by the Governor Amending Proclamations 20-05 and 20-25 at 2.

COVID-19 is also causing devastating economic effects in Washington and nationwide. During the two weeks from March 15 to March 28, Washingtonians filed 310,937 new claims for unemployment benefits. <https://www.esd.wa.gov/newsroom/news-releases?ReleaseYear=All> (last visited April 6, 2020). Across the nation, workers filed nearly ten million initial unemployment claims from March 15 to March 28. See <https://www.dol.gov/ui/data.pdf> (last visited April 6, 2020) Many small businesses in Washington have already announced plans to close permanently.

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B. State and Local Governments Are Looking for Ways to Combat the COVID-19 Pandemic

In recent weeks, our office has received a number of inquiries related to steps state agencies and local governments can take to combat the COVID-19 pandemic and its economic consequences. Our office recently published general guidance on these inquiries. *See* Guidance on Analyzing Issues Related to Gifts of Public Funds During the COVID-19 Pandemic (March 17, 2020), available at http://mrsc.org/getmedia/37fa7cc7-fb7f-4dc4-88d4-4ad6a8887318/w3agcorona_gopf.pdf.aspx. This memo analyzes two specific ideas some local governments are considering to further ameliorate the effects of the crisis: (i) providing cash assistance to low-income individuals who have become unemployed or are otherwise struggling financially due to COVID-19, and (ii) providing government grants to small businesses that are struggling with government-ordered shut downs.

V. ANALYSIS

A. Background Principles Related to Gifts of Public Funds Under Washington's Constitution

Before addressing the specific policies at issue, this memorandum briefly summarizes the constitutional limits on local governments' ability to give or loan money to individuals or companies. Article VIII, section 7 of the state constitution reads:

No county, city, town or other municipal corporation shall hereafter give any money, or property, or loan its money, or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm, or become directly or indirectly the owner of any stock in or bonds of any association, company or corporation.¹

Const. art. VIII, § 7.

¹ The state constitution places similar limits on the State's use of its "credit." *See* Const. art. VIII, § 5. "The credit of the state shall not, in any manner be given or loaned to, or in aid of, any individual, association, company or corporation." *Id.* Because the present inquiry is from a local government, article VIII, section 7 applies, although courts interpret the two provisions "identically." *See Citizens for Clean Air v. City of Spokane*, 114 Wn.2d 20, 39 n. 8, 785 P.2d 447 (1990).

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Our Supreme Court has recognized that when the constitutional convention adopted article VIII, section 5, the related provision that limits the state's lending of credit, it did not intend to hinder state government from carrying out its "essential function to secure the health and welfare of the state's citizens." *See Wash. State Hous. Fin. Comm'n v. O'Brien*, 100 Wn.2d 491, 495, 671 P.2d 247 (1983). The purpose of article VIII, sections 5 and 7 is "to prevent state funds from being used to benefit private interests where the public interest is not primarily served." *Wash. Pub. Ports Ass'n v. Dep't of Revenue*, 148 Wn.2d 637, 653, 62 P.3d 462 (2003) (quoting *Japan Line, Ltd. v. McCaffree*, 88 Wn.2d 93, 98, 558 P.2d 211 (1977)). A government's use of public funds is presumed constitutional, and the burden of overcoming that presumption lies with the individual making the challenge. *City of Tacoma v. Taxpayers of Tacoma*, 108 Wn.2d 679, 702, 743 P.2d 793 (1987).

Washington courts "use a two-pronged analysis to determine whether a gift of public funds has occurred." *In re Recall of Burnham*, 194 Wn.2d 68, 77, 448 P.3d 747 (2019). First, the court asks whether the funds were expended "to carry out a fundamental purpose of the government." *Id.* If the answer to that question is yes, the analysis ends, and there is no gift of public funds. *Id.*; *CLEAN v. State*, 130 Wn.2d 782, 797-98, 928 P.2d 1054 (1996). If the answer to that question is no, the court asks whether the funds were given with donative intent, and what the public received in exchange (also called "consideration"). *CLEAN*, 130 Wn.2d at 797-98. The consideration that the public receives is the "key factor." *City of Tacoma*, 108 Wn.2d at 703 (quoting *Adams v. Univ. of Wash.*, 106 Wn.2d 312, 327, 722 P.2d 74 (1986)). Unless there is a proof of donative intent or a grossly inadequate return, courts do not inquire into the adequacy of consideration. *City of Tacoma*, 108 Wn.2d at 703.

State courts have not offered a complete list or definition of what constitutes a "fundamental purpose" of government. However, case law applying article VIII, sections 5 and 7 of the state constitution provides several examples. Fundamental purposes of government include collecting taxes, furthering higher education, acquiring real property, controlling floods, enforcing child support obligations, disposing of solid waste, providing and administering workers' compensation, and obtaining and defending guardians ad litem.² In contrast, building baseball

² *In re Burnham*, 194 Wn.2d at 77 (acquire real property); *Washington Pub. Ports Ass'n*, 148 Wn.2d at 653 (tax collection for use of public property); *Hadley v. Dep't of Labor & Indus.*, 116 Wn.2d 897, 907, 810 P.2d 500 (1991) (administer industrial insurance); *Citizens for Clean Air*, 114 Wn.2d at 39; *Johnson v. Johnson*, 96 Wn.2d 255, 263-64, 634 P.2d 877 (1981) (enforcing child support obligations); *Citizens Protecting Res. v. Yakima Cnty.*, 152 Wn. App. 914, 922, 219 P.3d 730 (2009) (flood control); *West v. Osborne*, 108 Wn. App. 764, 771, 34 P.3d 816 (2001) (obtaining guardians ad litem); *Major Prods. Co. v. Nw. Harvest Products, Inc.*, 96 Wn. App. 405, 410, 979 P.2d 905 (1999) (furthering higher education); *Dep't of Labor and Indus. v. Wendt*, 47 Wn. App. 427, 435, 735 P.2d 1334 (1987) (providing industrial insurance).

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stadiums, constructing parking garages, and allowing a railroad to use tracks rent free are not fundamental purposes of government.³

Entitlement payments are an acceptable means to accomplish a fundamental government purpose. “No unconstitutional gift of public property occurs when funds are expended as entitlement payments, made by the government in carrying out its fundamental purposes.” *City of Tacoma*, 108 Wn.2d at 702. The Court defines “entitlements” as “a form of assistance provided to the public, or a segment of the public, as cash or services, in carrying out a program to further an overriding public purpose or satisfy a moral obligation.” *Id.* at 702 n.15 (quoting *City of Seattle v. State*, 100 Wn.2d 232, 241, 668 P.2d 1266 (1983)). Examples of entitlement payments include payments for day-care services, vaccinations, fare-free bus zones, crime victim compensation, and relocation assistance payments to people or businesses displaced by condemnation. *Id.*

Article VIII, section 7 also allows local governments to give or loan money for the “necessary support of the poor and infirm.” The phrase “poor and infirm” in article VIII, section 7 is read in the disjunctive, meaning the benefitted individual must be “poor” or “infirm,” but does not need to be both. *Wash. Health Care Facilities v. Ray*, 93 Wn.2d 108, 116, 605 P.2d 1260 (1980). State courts generally do not assess who “belongs in the benefitted class” of the “poor and infirm.” *O’Brien*, 100 Wn.2d at 497. Instead, they defer to the legislative determination of what constitutes need, and they assess the reasonableness of that determination. *Id.*

Finally, courts will likely consider a local government’s motive when it gives or loans money, property, or credit to individuals or companies. When analyzing the Legislature’s actions under article VIII, section 5, our Supreme Court has stated that it gives great weight to the government’s stated declaration of purpose. *Id.* at 495–96. The Court does not accept the government’s declaration as conclusive, but it will accept it unless it is arbitrary or unreasonable. *Id.* at 496.

Summarizing these principles, when a local government gives or loans money, property, or credit to an individual or company, the courts are most likely to uphold the local government’s action if one of the following is true: (1) the action is necessary to accomplish a fundamental governmental purpose, (2) the public is receiving something in exchange, (3) the action is necessary to support the poor, or (4) the action is necessary to support the infirm. Additionally, it

³ *CLEAN v. City of Spokane*, 133 Wn.2d 455, 469, 947 P.2d 1169 (1997) (parking garage); *CLEAN*, 130 Wn.2d at 797-98 (baseball stadium); *Peterson v. Dep’t of Revenue*, 9 Wn. App. 2d 220, 228, 443 P.3d 818 (2019), review granted *sub nom. Peterson v. Port of Benton*, 194 Wn.2d 1001, 451 P.3d 326 (2019) (rent free use of railroad tracks).

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is advisable for the local government to state why it is taking the action, explain what it expects to accomplish, and describe the benefit the public will receive.

B. Cash Assistance to Low-Income Individuals Who Have Lost Their Jobs or Are Struggling Financially Due to COVID-19 Comply with Washington's Constitutional Limitations on Gifts of Public Funds

Local governments do not violate Washington's constitutional prohibition on gifts of public funds by providing cash assistance to low-income individuals who have lost their jobs or are struggling financially because of the COVID-19 crisis. This is clear for two independent reasons.

First, Washington's Constitution does not prohibit local governments from expending resources for "the necessary support of the poor." Const. art. VIII, § 7. If the local government's program uses reasonable means to assess who is "poor" when providing cash assistance, a court would almost certainly conclude that such assistance is "the necessary support of the poor" and so not barred by article VIII, section 7. The courts have not clearly defined what "poor" means for purposes of article VIII, section 7, but they generally defer to governmental determinations on this point. *O'Brien*, 100 Wn.2d at 497.

Even if financial assistance to low-income individuals affected by the COVID-19 pandemic would not qualify as "the necessary support of the poor," it would still not be a gift of public funds because it furthers a fundamental purpose of government. State courts have stated that a core purpose of government is ensuring public health and promoting public welfare. *See, e.g., O'Brien*, 100 Wn.2d at 495 (securing the health and welfare of the state's citizens is an essential government function); *Hudson v. City of Wenatchee*, 94 Wn. App. 990, 995-96, 974 P.2d 342 (1999) (describing "the preservation of the public health" and "promotion of the public welfare" as fundamental purposes of government).

Temporary cash assistance to the jobless can help to promote public welfare by lessening the financial impact caused by sudden job loss and preventing potentially more intractable problems like long-term unemployment, hunger, and homelessness. Our Supreme Court has concluded that cash assistance can accomplish a fundamental purpose of government when it "further[s] an overriding public purpose or satisf[ies] a moral obligation." *City of Tacoma*, 108 Wn.2d at 702 n.15 (quoting *City of Seattle*, 100 Wn.2d at 241). The overriding public purpose of temporary cash assistance in this context would be to ameliorate the economic hardship caused by the COVID-19 pandemic and the closure of non-essential businesses, which left many people

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without work, at least temporarily.⁴ This in turn could help address local governments' concerns about the economic collapse of the region.

C. Grants or Loans to Small Businesses That Are Struggling with Government Shutdowns Can Also Likely Be Provided in a Way that Complies With Washington's Constitution

This question is a closer call than the first one, but we believe there are ways that grants or loans to small businesses affected by the COVID-19 crisis could be provided that would likely comply with Washington's constitutional prohibition on gifts of state funds.

The reason this question is a closer call than the first one is that our state constitution explicitly recognizes the importance of government support for "the poor," but also expresses concern about improper gifts to private businesses. For example, our Supreme Court found a violation of article VIII, section 7 when a county gave money directly to a private corporation for an agricultural fair and maintained "no direct control over how the money was . . . spent." *CLEAN*, 130 Wn.2d at 798 (discussing *Johns v. Wadsworth*, 80 Wash. 352, 355, 141 P. 892 (1914)).

That said, context matters. The context for local governments' proposed programs of small business loans and grants here is not "to enhance the private sector's profit at the taxpayer's expense"—which is clearly impermissible under the state constitution—but to prevent small businesses from having to close permanently due to the hardship associated with government-mandated closure of their businesses. *O'Brien*, 100 Wn.2d at 495. "[T]he health of the state's economy [has] traditionally been [a] concern[] of state government." *Id.* at 496. "The range of remedies available to meet these state problems must necessarily be wide. We leave the wisdom of a chosen remedy in the legislative arena." *Id.*

Local governments' stated purposes for providing grants and loans to small businesses are to prevent the region's economic collapse from the unprecedented COVID-19 crisis and to ensure compliance with public health guidelines. A local government would need to provide a clear nexus between any proposed grants and loans to small businesses and public health and welfare to help explain to a reviewing court why these local efforts accomplish a fundamental government purpose. It seems reasonable to conclude that helping small businesses survive temporary closure will help reduce the economic hardship caused by this crisis and encourage small businesses to comply fully with public health guidelines, but including statements to that effect in authorizing legislation would be helpful. Because there is no case law directly on point,

⁴ This analysis is limited to the context of the COVID-19 crisis. A different analysis might apply if a local government wanted to provide cash assistance at another time.

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this conclusion is somewhat uncertain, but courts would likely recognize the unique circumstances here and the need for strong action.

If the court does not see small business grants and loans as accomplishing a fundamental government purpose, the court would next ask whether the funds were given with donative intent, and what the public received in exchange. *CLEAN*, 130 Wn.2d at 797-98.

A court would analyze the issue of donative intent by asking whether the local government intended to give money to small businesses without receiving anything in return for the public. A gift is a voluntary transfer of property without consideration. *City of Bellevue v. State*, 92 Wn.2d 717, 720, 600 P.2d 1268 (1979). “If intent to give a gift is lacking the elements of a gift are not present, and article 8, section 7 does not apply.” See *CLEAN*, 130 Wn.2d at 798 (quoting *Scott Paper Co. v. City of Anacortes*, 90 Wn.2d 19, 33, 578 P.2d 1292 (1978)). If the court found that the local government intended to receive something in return for the public, it would then ask whether what the public received was “grossly inadequate.” *CLEAN*, 133 Wn.2d at 469.

For the courts to analyze these questions, it would be helpful if local governments identified the specific economic benefits that the public would receive from the grants or loans. Local governments would be wise to ask any small business seeking funds for evidence of public benefit. This could include information like the number of jobs created or saved, the amount of tax revenue created or maintained, whether the business would pay wages or benefits to workers during the government shutdown, whether temporary funding would avoid risks like bankruptcy or permanent closure, or any other relevant information to assess public benefit. If a local government could document benefits to the public along these lines, a court could certainly find that state aid to this circumscribed class of the public (small businesses), in furtherance of legitimate state objectives, provided the necessary “consideration” for the aid. *Id.*

Memo

To: Board of Directors
From: Stacie de Mestre
cc: Jim Kuntz
Date: April 23, 2020
Re: Executive Flight HVAC Evaluation Update

Holiday Parks started their full evaluation of the Executive Flight HVAC system on April 13, 2020. Below please find an update of their progress and findings from their Project Manager as of April 23, 2020:

HVAC Evaluation:

HP has completed all the onsite field execution scope for the Office HVAC evaluation. We are moving forward to getting all the field write-ups, deficiencies list and field as-built drawing mark-ups into the office to my engineering team. We have also replaced the three thermostats marked out in RFP.

Boiler System:

We are 90% completed with the full boiler system evaluation, testing and system design commissioning. We now understand the design and operation of the system. We have a few remaining things to complete on the boiler system tomorrow 4/24.

Radiant Tube Heaters:

We are finishing going through the Radiant heaters today 4/23. Should be 100% completed on that.


Project highlights, system findings and Deficiencies we have noted thus far:

- Found uncontrolled building pressure relief openings open to the plenum.
- Noted building is negative because all the economizers are closed on each AHU.

- With the building being negative, there is a huge outside air influence (cold air) on the return air to each air handler.
- None of the AHU returns are ducted to the spaces. Open air plenum only.
- The office areas are currently negative to the display hangar and the maintenance hangar.
- Transfer grills to offices are open to the plenum, which is open to outside air.
- Low pressure duct work is not insulated in plenum.
- Five out of seven duct furnaces have cracked heat exchangers.
- Five AHU supply fans were wired to run the supply fan whenever powered.
- Noted not all thermostats are wired correctly.
- Found economizers are not powered and the outside air dampers are closed. They are not wired to modulate.
- Maintenance Hangar heating set point is set to 68 degrees. This is being heated by the boiler.
- Boiler is enabled for snow melt when its 38°F out and detects moisture. The boiler controls to a discharge set point based on outside air (100 deg. – 212 deg.) temperature not from slab temp. Pex (hydronic loop tubing) is only rated for 200 degrees.
- We believe the roof only has about 4" – 6" of insulation.
- System does not appear to have been air balanced, or has been altered over the years.
- Radiant heaters are not supported properly, they are anchored every 12' not 10'. The deflectors are a screwed connection and not able to expand with heat.
- As Randy highlighted early on, the as built drawings are not accurate and do not represent the correct equipment tag info or area of service.
- Boiler loop piping in the mechanical room is not insulated.

The above listed item are just a recap of a lot of things we have noted or found during the process of this evaluation. This isn't a total comprehensive list but items we have confirmed at this point I wanted to highlight for you. As we start the internal engineering review process we'll definitely have a recommendation outline on how and what things need to be addressed to also include future forward on HVAC system replacements and design modification recommendations per our scope.

Memo

To: Board of Directors
From:  Jim Kuntz
cc: None
Date: April 24, 2020
Re: CARES Act – Pangborn Airpot

Pangborn has been awarded \$18,120,860 in the recently passed CARES Act. Staff is working with the FAA on receiving guidance regarding the use of the funds.

Please find enclosed the following:

- Staff's initial ideas for use of the money
- Permitted uses and prohibited uses
- FAA – Frequently asked Questions

At Tuesday's meeting we wanted to provide a high level overview

CARES Act –Pangborn Airport

\$18,120,860 Allocation

Initial Ideas

- Reimbursement of operating expenses from Jan 20, 2020 forward. Up to four years.
Estimate - \$2.9 million x 4 years = \$11,600,000
- Reimbursement for previously unreimbursed capital. Seeking clarification from FAA of what qualifies.
- Pay Down Debt

Runway Extension Debt

Port of Chelan County \$1,773,929.97

Port of Douglas County \$763,573.69

Total \$2,537,503.66

Executive Flight Building Debt \$3,000,000

- HVAC repairs likely an approved reimbursement expense

Pangborn Business Park Debt \$7,012,861

Includes site infrastructure costs and Accor Building

- Installation of an Approach Lighting System on Runway 12
Preliminarily Cost = \$10 million
- Airport Terminal Building Remodel
- Property Purchase next to Terminal Building Parking lot.

**Pangborn Memorial Airport
CARES Act Grant summary**

Grant amount: \$18,120,860 (no local match)

Deadline to use funds: Four years

Funds treated as airport revenues – follow the Revenue Use Policy outlined in the Federal Register (64 FR 7696) summarized below.

9 Permitted uses:

- 1. Capital or operating costs (includes direct and indirect operating costs)**
- 2. Full cost of promoting competition, public awareness, new air service (other than direct subsidy of an air carrier)**
- 3. A share of promotional expenses designed to increase travel using the airport**
- 4. Repayment of funds to airport owner/sponsor for previously unreimbursed capital and operating costs (request for repayment must be made within 6 years from date of contribution)**
- 5. Lobbying and attorney fees for services that support any activity which airport revenues may be used**
- 6. Costs incurred by government officials such as travel expenses related to meetings with FAA staff**
- 7. A portion of the general costs of government (follow guidelines regarding indirect costs)**
- 8. Support of community events/activities if directly related to operation of the airport such as a booth at local events**
- 9. Ground access projects (light rail/shuttles on airport property)**

12 Prohibited uses:

- 1. Payments for services provided to the airport that exceed fair and reasonable value**
- 2. Payments based on an inconsistent cost allocation formula**
- 3. Use of revenues for general economic development**
- 4. Marketing and promotional activities unrelated to the airport**
- 5. Payments in lieu of taxes or other assessments that exceed the value of services provided**
- 6. Payments to compensate non-sponsoring governmental bodies for lost tax revenues**
- 7. Loans to or investment of airport funds in a state or local agency at less than the prevailing rate of interest**
- 8. Land rental to, or land use by, the sponsor for nonaeronautical purposes at less than fair market value**
- 9. Use of land by the sponsor for aeronautical purposes rent-free or for nominal rental rates**
- 10. Impact fees assessed by any governmental body that exceed the value of services or facilities provided to the airport**
- 11. Expenditure of airport funds in support of community activities except as permitted (see #8 of permitted uses)**
- 12. Direct subsidy of air carrier operations (not including fee waivers or discounted landing fees or other fees during a promotional period)**



Federal Aviation Administration

CARES Act Airport Grants – Frequently Asked Questions

This document answers frequently asked questions (FAQs) stakeholders may have related to the approximately \$10 billion in grants for airports under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

The FAA has additional information unrelated to CARES Act grants for airport sponsors considering COVID-19 restrictions or accommodations. That information is available at www.faa.gov/airports.

The guidance here is not legally binding in its own right and will not be relied upon by the Federal Aviation Administration (FAA) as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this guidance, as distinct from existing statutes, regulations, and grant assurances, is voluntary only, and nonconformity will not affect existing rights and obligations.

These FAQs will be updated periodically.

General Questions

- Q1: How does the Coronavirus Aid, Relief, and Economic Security (CARES) Act benefit airports?**
A: Title XII of Division B of the CARES Act provides approximately \$10 billion to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency. This funding will be distributed to airports to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency.
- Q2: Who is eligible to receive funding?**
A: These funds are available only to sponsors as defined in section 47102 of title 49, United States Code (U.S.C.); that is, airport sponsors meeting statutory and policy requirements under this section and identified in the FAA's current National Plan of Integrated Airport Systems (NPIAS).
- Q3: Where is this funding coming from?**
A: The funds are coming directly from the U.S. Treasury's General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 public health

emergency. The FAA's Office of Airports will administer these grant funds to airport sponsors.

Q4: What is the period of availability to obligate or spend CARES Act funding?

A: Funds are available until expended. There is no deadline for the FAA to obligate funds available under the CARES Act. Nevertheless, the FAA intends to award grants and obligate these funds on an expedited basis. The FAA encourages airport sponsors to spend funds expeditiously to reduce the adverse impacts of the current public health emergency.

Q5: Is there a deadline by which funds for operating expenses must be used?

A: Yes, the period of performance for the CARES Act grants is four years. Pursuant to 2 C.F.R. section 200.309, a sponsor may charge to the grant only allowable costs incurred during the period of performance. Funds not expended within the four-year period of performance are subject to recovery by the FAA. In addition, grants for operating expenses may not include activities prior to January 20, 2020.

Q6: How will this funding be allocated to airport sponsors?

A: The \$10 billion in funding is divided into four groups. The CARES Act establishes formulas for each group to allocate the funds to specific airports. Because the CARES Act allocates all funds by formula or to increase the Federal share for grants funded under fiscal year (FY) 2020 appropriations, none of these funds are discretionary. These four groups are:

- (1) 100% Federal share for 2020 Airport Improvement Program (AIP) Grants. At least \$500 million is available to increase the Federal share to 100% for grants awarded under the fiscal year (FY) 2020 appropriations cycle for FY 2020 AIP and FY 2020 Supplemental Discretionary grants. The Federal share for FY 2018 and 2019 Supplemental Discretionary grants will not increase.
- (2) Commercial Service Airports. At least \$7.4 billion is available to Commercial Service Airports for any purpose for which airport revenues may lawfully be used. The total allocation to an airport is determined by the following formula:
 - a. 50% of the total allocation is based on the number of enplanements the airport had during calendar year 2018 as a percentage of total 2018 enplanements for all commercial service airports.
 - b. 25% of the total allocation is based on the sponsor's fiscal year 2018 debt service as a percentage of the combined debt service for all commercial service airports; and
 - c. 25% of the total allocation is based on the sponsor's fiscal year 2018 ratio of unrestricted reserves to its respective debt service.

- (3) **Primary Airports.** Up to \$2 billion is available to large, medium, and small hub airports and non-hub primary airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based upon statutory AIP primary entitlement formulas. However, the \$26 million limit under 49 U.S.C. 47114(c)(1)(C)(iii) and reduction for imposing passenger facility charges under 49 U.S.C. 47114(f) do not apply to these allocations.
- (4) **General Aviation Airports.** At least \$100 million is available to general aviation airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based on the categories published in the most current NPIAS, reflecting the percentage of the aggregate published eligible development costs for each such category, and then dividing the allocated funds evenly among the eligible airports in each category, rounded up to the nearest thousand dollars.

Consistent with the four-year period of performance, all airport sponsors will be subject to a capped initial grant amount equal to four times their annual operating expenses, unless the remaining amount available to grant to the airport would be less than \$1 million. This limitation advances Congress's intent to address the cost needs of airports and promotes the effective management of CARES Act funds. The FAA has determined an airport's annual operating expenses based on the data reported to the FAA for fiscal year 2018. For most airport sponsors, this cap results in no practical effect on the initial grant amount available to them.

Q7: How is the 100% Federal share determined?

A: When a grant is awarded, the Federal share is determined by the category of airport and the airport development goal. This Federal share is specific to each grant. To implement the CARES Act requirement and award AIP and Supplemental Discretionary grants appropriated for FY 2020 at a 100% Federal share, the FAA will calculate the increased Federal share for each AIP grant. The FAA will amend FY 2020 grants that already have been executed to adjust to the 100% Federal share. The FAA will award and execute the remaining FY 2020 grants with a 100% Federal share.

Q8: Do CARES grants have a local match?

A: No. Funds under the CARES Act are available at a 100% Federal share.

Q9: How can an airport sponsor use CARES grant funds?

A: An airport owner/sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's [Policy and Procedures Concerning the Use of Airport Revenues \("Revenue Use Policy"\)](#), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy document defines permitted and prohibited uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act makes clear that the funds may not be used for any purpose not related to the airport.

- Q10: Can I use CARES grant funds for new airport development on the airport?**
A: Yes. However, additional requirements apply. To make these critical CARES funds available as quickly as possible, the FAA is issuing non-construction grants that permit expenditure for airport operating expenses (such as payroll) and to pay airport debt service. A recipient of a CARES grant that wishes to use the funds for new airport development or construction (i.e., to award a contract after March 27, 2020, for airport development) should contact its local Airports District Office or Airports Regional Office to make arrangements to do so. That office will ensure that such development is consistent with all of the recipient's prior Federal obligations, meets safety and security standards, meets National Environmental Policy Act (NEPA), prevailing wage, Buy American, Veterans' Preference, and Disadvantaged Business Enterprise Program requirements, and meets other specific requirements for new airport development under the CARES Act.
- Q11: Are there any other specific requirements for accepting CARES grant funds?**
A: Yes. The airport sponsor must continue to employ, through December 31, 2020, at least 90% of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) as of March 27, 2020. The Secretary of Transportation may waive this workforce retention requirement if the Secretary determines that the sponsor is experiencing economic hardship as a direct result of the requirement, or that the requirement reduces aviation safety or security. The workforce retention requirement does not apply to non-hub or non-primary airports.
- Q12: How do small, medium and large hub airport sponsors report their respective compliance with the employee retention requirement?**
A: Airport sponsors must certify compliance with the CARES Act employment requirements (outlined in Q11) at the time of grant execution and report employment totals quarterly on June 30, September 30, and December 31, 2020. That report and certification should include the number of full-time equivalent (FTE) employees working at the airport as of March 27, 2020, as the baseline comparison. Airport sponsors may make adjustments for employees who perform duties at both the airport and other facilities operated by the airport sponsor. Airport sponsors also may make adjustments for retirements or voluntary employee separations when calculating the workforce retention percentage. If an airport sponsor intends to request a waiver from the employment requirements, it should do so no less than 30 days prior to a quarterly report date and provide documentation supporting its request.
- Q13: Are multi-year grants eligible for a 100% Federal share under the CARES Act?**
A: The FAA will provide a 100% Federal share for multi-year grants issued in FY 2020 under FY 2020 appropriations (Pub. L. 116-94). Future year funding for FY 2020 multi-year grants will continue to provide a 100% Federal share as long as CARES matching funds remain. Once matching funds are exhausted, FY 2020

multi-year grants will revert to the normal sponsor share. Multi-year grants issued in FY 2019 or earlier are not eligible for a 100% Federal share because they were issued under different appropriations laws. These grants will continue to be funded under the terms of the Grant Agreement.

Q14: If an airport sponsor owns or operates multiple airports, may CARES Act Airport Grant funds be pooled?

A: Yes. An airport sponsor may use funds at any airport under its control.

Q15: Are airport sponsors in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island eligible for CARES Act Airport Grants?

A: No. The CARES Act states sponsors of airports defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau, and Wake Island are not included in the NPIAS. While these airport sponsors may be eligible for some AIP discretionary funding, they are not eligible under the CARES Act.

Q16: Are airports in U.S. territories eligible for CARES Act Airport Grants?

A: Yes. The CARES Act states sponsors of airports defined in 49 U.S.C. 47102 are eligible. Eligible airports are included in the NPIAS. Airports in U.S. territories (American Samoa, Northern Mariana Islands, Puerto Rico, the U.S. Virgin Islands, and Guam) are included in the NPIAS.

Q17: Can an airport sponsor use CARES Act Airport Grants and funding from other Federal programs to pay for expenses related to the COVID-19 public health emergency?

A: A sponsor may use CARES Act Airport Grants for airport operating expenses that arise due to the COVID-19 public health emergency. The FAA recognizes that several sources of COVID-19 relief funds may be available to airport sponsors. Airport sponsors may use other sources of funding consistent with the terms of those programs. However, an airport sponsor may not invoice under its CARES Act Airport Grant for expenses that have been reimbursed under another program.

Questions on Allocation Formulas

Q-F1: What financial information is the FAA using to determine distribution of the 50% of the \$7.4 billion available under the CARES Act for commercial service airports that pertains to an airport's debt ratio?

A: This information is taken from each commercial service airport sponsor's annual financial report. By law, since 1994, each commercial service airport must submit an annual financial report to the FAA. [FAA Advisory Circular \(AC\) 150/5100-19D, "Guide for Airport Financial Reports Filed by Airport Sponsors."](#) provides detailed instructions on the use of the Certification Activity Tracking System

(CATS), including how the system relates to government accounting requirements. Each airport must submit and certify its annual financial report within 120 days of the end of its fiscal year.

The FAA used the FY 2018 CATS data for all airports, reported as of March 14, 2020, to calculate allocations under the CARES Act formulas. The FAA is not accepting sponsor-requested amendments to certified CATS data for purposes of calculating CARES Act Airport Grants allocations. Where the FAA's preliminary review identified airports whose submissions raised technical issues, the FAA worked closely with those airports to address and correct those issues.

- Q-F2: What is the CARES Act phrase “each sponsor’s ratio of unrestricted reserves to their respective debt service” intended to accomplish?**
A: In general, the higher an airport’s reserves are, or the lower its debt service is, the more it may be allocated under this ratio.

Questions on Grant Application, Agreement, and Invoicing

- Q-GA1: Is a grant application required to receive CARES Act Airport Grants?**
A: Yes, with one exception. After the Secretary of Transportation announces awards under the CARES Act, each airport sponsor must submit a grant application. However, airport sponsors do not need to apply for the increased Federal share of FY 2020 AIP or FY 2020 Supplemental Discretionary grants. An airport sponsor may contact its Airport District Office or Region if it seeks specific guidance on its grant application.
- Q-GA2: Will the FAA use a standard grant application form or one specifically designed for this program?**
A: The FAA will use the Office of Management and Budget (OMB) SF-424, *Application for Federal Assistance*.
- Q-GA3: When will CARES Act Airport Grant applications be available and how long after filing a complete application should an airport sponsor expect to receive a grant?**
A: The FAA will provide this application to airport sponsors through the local Airports District Office or Airports Regional Office shortly after the Secretary announces CARES Act Airport Grants awards. The FAA anticipates providing a grant agreement for execution within days of receiving a complete application.
- Q-GA4: Will the FAA use a standard AIP grant agreement or one specifically designed for this program?**
A: The FAA will provide a simplified Grant Agreement shortly after it receives an application. This simplified agreement includes the requirements under the CARES Act and makes funds immediately available for expenses, other than

airport development, including payroll, debt service, utility expenses, service contracts, and supplies.

Q-GA5: Does a CARES Act Airport Grant require an airport sponsor to obligate itself to the standard set of FAA Airport Sponsor Grant Assurances?

A: Generally, no. If an airport sponsor uses its CARES Act Airport Grant for operational expenses, the standard FAA Airport Sponsor Grant Assurances do not apply. The CARES Act Airport Grants for operational expenses remain subject to audit, reporting, records retention, and other requirements under 2 CFR part 200 like other Federal grant funding. Some laws outside of 49 U.S.C. chapter 471 also apply, such as 49 U.S.C. 40103(e), which prohibits the grant of an exclusive right to conduct any type of aeronautical activity at an airport, and Title VI of the Civil Rights Act, which prohibits discrimination on the basis of race, color, or national original. If an airport sponsor uses its CARES Act Airport Grant for new airport development, additional requirements apply (see Q10). Additionally, CARES Act Airport Grant funds may be used only for the capital and operating expense of the airport. Examples of expenditures that FAA has found to be allowable are provided in the [FAA Revenue Use Policy](#). The CARES Act does not, however, void assurances made in prior grant agreements; therefore, a sponsor's pre-existing grant assurances and Federal obligations continue to apply.

Q-GA6: How will an airport sponsor submit payment requests for CARES Act Airport Grants?

A: The FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. Airport sponsors will continue the current practice of submitting underlying payment request documentation. Examples of documentation include payroll receipts, janitorial contract invoices, and debt service payments. The FAA will review invoices manually to ensure adequate oversight, but it will process payments quickly.

Questions on Use of Funds

Q-U1: Can CARES Act Airport Grants funds be used to purchase an aviation or aviation easement?

A: Yes, provided the purchase is consistent with 49 U.S.C. 47107(b) and (k)(2) (i.e., the expenditure is an airport operating cost that reflects the value received). Examples of expenditures that FAA has found allowable are provided in [the FAA Revenue Use Policy](#). The airport sponsor should consult with its local Airports District Office or Airports Regional Office because this purchase could be considered "airport development" and subject to additional requirements. See Q10.

- Q-U2: Can CARES Act Airport Grants funds be used to accelerate structured settlement agreements or pay the penalty for early defeasement of debt?**
A: Yes, provided the use of funds is consistent with 49 U.S.C. 47107(b) and (k)(2) (i.e., the expenditure is an airport operating cost that reflects the value received). Examples of expenditures that FAA has found allowable are provided in [the FAA Revenue Use Policy](#). If any part of the debt had been approved for Passenger Facility Charge (PFC) collections, the airport sponsor may have to amend its PFC approval to reflect the change.
- Q-U3: Can CARES Act Airport Grants funds be used for a surface access project (roads or rail/transit)?**
A: Yes. This use is airport development and, therefore, additional requirements apply. See Q10.
- Q-U4: Can CARES Act Airport Grants funds be used to prepay long-term contracts (for example, shuttle-bus operators, janitorial services, security services, fire and police services)?**
A: Yes, provided the prepayment is a *bona fide* transaction where the sponsor receives the benefit of the prepaid services and receives some value in exchange for committing in advance.
- Q-U5: Can CARES Act Airport Grants funds be deposited in the airport sponsor's reserve account (or invest them for future use)?**
A: No. The FAA would not be able to ensure a potential future use is a use consistent with the CARES Act requirements. Airports should submit invoices and underlying documentation for airport expenditures. See Q-GA6.
- Q-U6: Can CARES Act Airport Grants funds be used to help bolster the local government's pension fund?**
A: Generally, no. However, if the fund has historically been supported by the airport and the support is proportional to the share paid to airport retirees, then the airport should consult with its local Airports District Office or Airports Regional Office, to determine if such a use is appropriate.

Questions on Environmental Review

- Q-E1: Are there any environmental requirements associated with increases to 100% Federal share for FY 2020 AIP grants?**
A: All projects funded for AIP and Supplemental Discretionary grants under FY 2020 appropriations continue to be subject to environmental requirements. However, no additional environmental analysis is required for the Federal share increase.

- Q-E2: Are there any environmental review requirements associated with non-construction grants for airport operating expenses and debt service?**
A: No. These types of grants have no potential to impact the environment, and therefore are not major federal actions subject to National Environmental Policy Act (NEPA) review.

Questions on Administration under the State Block Grant Program

- Q-SB1: What is the State Block Grant Program (SBGP)?**
A: In 1987, Congress authorized the FAA to use State block grants to provide AIP funds to airport sponsors. Through the State Block Grant Program (SBGP), the FAA provides funds directly to States that participate in the program. In turn, SBGP participants fund and oversee AIP projects to non-primary commercial service, reliever, and general aviation airports. The program currently includes the following 10 States: Georgia, Illinois, Michigan, Missouri, New Hampshire, North Carolina, Pennsylvania, Tennessee, Texas, and Wisconsin.
- Q-SB2: How will the FAA Administer CARES Act funding for States participating in the SBGP?**
A: The FAA Airport Improvement Program Branch (APP-520) will utilize its existing relationships with the States participating in the SBGP for administration of CARES Act Airport Grants. These participants have relationships with airport sponsors within their States and currently provide grant management and internal controls. Leveraging this infrastructure will facilitate efficient and expedient distribution of funds.
- Q-SB3: Will FAA Regional and Airport District Offices remain the points-of-contact for CARES Act Airport Grants?**
A: Yes. States participating in the SBGP should continue to work with their local Airports District Office or Airports Regional Office throughout CARES Act Airport Grants implementation and administration.
- Q-SB4: Do CARES Act Airport Grants funding allocations work differently for the SBGP?**
A: No. The FAA will calculate each airport sponsor's allocation based on formulas in the CARES Act. The Secretary of Transportation will announce these award amounts along with all awards under the CARES Act Airport Grants program.
- Q-SB5: How much CARES Act funding may States participating in the SBGP distribute?**
A: The CARES Act provides for specific allocations to each airport sponsor. The FAA will aggregate the amounts announced for each airport sponsor into one State award.

Q-SB6: How may States participating in the SBGP allocate CARES Act Airport Grants?

A: States participating the SBGP must make sub-awards to each airport sponsor based on that sponsor's allocation under the CARES Act. The FAA expects States to make these sub-awards on an expedited basis, for airport sponsors to spend funds quickly, to reduce the adverse impacts of the current public health emergency. States must follow 2 CFR part 200 requirements for CARES Act Airport Grants and sub-awards. Funds not expended within the four-year period of performance are subject to recovery by the FAA.

Q-SB7: What application and grant agreement will be used for sub-grants?

A: States participating in the SBGP will use a streamlined application and grant agreement process similar to what the FAA is using for all CARES Act Airports Grants. The FAA will provide States with template documents after these grants are announced.

Q-SB8: Can States participating in the SBGP mix FY 2020 AIP funds and additional funds to increase the Federal share under the CARES Act?

A: No. The (1) FY 2020 AIP and Supplemental Discretionary funds are separate from the (2) CARES Act funds to increase the Federal share. States must separately account for the two different funding sources as they are drawn down to ensure each appropriation is spent as intended.

Q-SB9: What if my State legislature needs to approve the acceptance of CARES Act funding?

A: The FAA recommends that States participating in the SBGP use their usual State processes to approve, accept, and administer Federal funds.

Q-SB10: Can CARES Act Airport Grants be sub-awarded to airport sponsors that had previously opted out of the SBGP?

A: No. States participating in the SBGP do not have to make sub-awards to airport sponsors that opted-out in FY 2020 or do not participate in the SBGP. The FAA will administer grants for those airport sponsors.

Q-SB11: What are the reporting requirements for CARES Act Airport Grants?

A: States participating in the SBGP will continue the current practice of providing sub-award reporting information on CARES Act Airport Grants to the FAA upon request.

Q-SB12: Will CARES Act Airport Grants require end-of-fiscal-year reporting like other AIP funding?

A: Yes. CARES Act Airport Grants funds will be included in the Annual Report of Federal Funding at the end of FY 2020.

Q-SB13: How will payment requests be submitted for CARES Act Airport Grants?

A: The FAA will use the existing U.S. Department of Transportation Delphi eInvoicing system for payment requests. States participating in the SBGP will continue the current practice of retaining all underlying payment request documentation and complete records.

Q-SB14: Will the FAA audit CARES Act Airport Grants administered by States participating in the SBGP?

A: Yes. The FAA will include audits of CARES Act Airport Grants in its annual audit process.

Memo

To: Board of Directors

From:  Jim Kuntz

cc: None

Date: April 24, 2020

Re: Rent Relief

Staff is trying to anticipate which Regional Port tenants may be needing some sort of rent relief. Please find attached our initial thoughts. Also attached is a proposed rent relief application form that we are going to ask tenants to use moving forward.

To date, we have approved HOM Solutions rent deferment. Reef Parking at Pangborn Airport is pending for your determination at Tuesday's meeting (see separate handout).

Salcido Enterprises has asked for a delay in a infrastructure reimbursement payment. See attached.

Chelan Douglas Regional Port Authority
COVID-19 Rent Relief Program

CEO Authority

To make minor modifications to existing leases including payment deferrals where the decrease in general revenue projected to be generated has not exceeded \$50,000.

Olds Station Business Park

HOM Solutions – Two months (April & May) totaling \$6,783.26. Deferment to be paid in full by December 15, 2020. Agreement signed. Board of Directors briefed 3-24-2020.

Ultra Polymers – Likely request.

CTC

Central Court Reporting & Video – Cancelled lease effective April 30, 2020. Rent = \$426.63 per month.

Cashmere Mill District

Blue Spirits – Likely request.

Pangborn Business Park

Salcido Enterprises – 60 day extension for infrastructure reimbursement payment from May 1, 2020 to July 1, 2020 in the amount of \$64,426.90.

Note: Regional Port payment to PUD due June 1st. Regional Port has a good reserve account.

Bitfund - Likely

Pangborn Airport

REEF Parking – Request pending.

Downtown Wentachee South (Lineage)

Badger Mountain Brewing – Likely request.



Covid-19 Pandemic Rent Relief Application

Applicant Information

Name:

Last _____ First _____ Business Title: _____

Business Entity: _____

Cell Phone: _____ Email: _____

Type of Authorization(s): Lease Other Describe: _____

Rent Relief Request

I am a CDRPA tenant or customer that is undergoing a financial hardship as a result of the Covid-19 Pandemic. I hereby request deferment of rent or fees for 3 months' (up to 3) beginning _____, 2020 (the "Initial Deferral Date") and extending through _____, 2020.

Business Information

Were your operations fully or partially suspended as a result of a Government order? YES NO

If yes, enter date suspended _____, and describe if fully or partially and explain details (attach additional pages if necessary): _____

If no, how has your business operations been effected by the Covid-19 Pandemic? _____

How were your employees and staffing levels impacted by the Covid-19 Pandemic?

My business has laid off or furloughed staff, including: # of employees _____, out of _____ total staff, or has otherwise curtailed its workforce or been impacted; explain details (attach additional pages if necessary): _____

Did your revenues substantially decrease as a result of Covid-19 Pandemic? YES NO explain in detail (attach additional pages if necessary):

My B&O Tax filing information showing substantial decrease in revenue is attached? YES NO If not explain:

Have you applied for the Federal Paycheck Protection under the Coronavirus Aid, Relief and Economic Security Act?

YES NO If not, explain: _____

Do you qualify for business interruption coverage from your insurance? YES NO

My insurance policy is attached? YES NO

Provide additional information regarding impacts the Covid-19 Pandemic has had on you as a business tenant or a customer (attach additional pages if necessary):

Provide additional information regarding actions you are taking to address such impacts beyond requesting deferred rent (attach additional pages if necessary): _____

Duty to Mitigate

As a condition of a deferred rent agreement you will have a duty to mitigate by: (1) diligently pursuing relief provided by State and/or Federal programs, (2) filing claims under business interruption insurance policies or similar for rent and other charges sought to be deferred, and (3) making your books and records available to the Port for inspection, including an audit by Port staff or a third party, to assure you have pursued relief and filed claims.

Will you agree to this Duty to Mitigate? YES NO

Signature

I hereby affirm that the foregoing information is true and correct to the best of my knowledge and that I am authorized to sign this document.

Signature _____ Date: _____

Submit Button

Jim Kuntz

From: Malachi Salcido <Malachi@salcidoenterprises.tech>
Sent: Wednesday, April 8, 2020 2:53 PM
To: Jim Kuntz; Esther McKivor
Cc: Accounting; Bryan, Jana
Subject: RE: upcoming CIAC payments
Attachments: CIAC Invoice #1274.pdf

Hi Jim and Esther,

I hope you are both safe and well. I am addressing both of you, because I am not sure who is the most appropriate to direct this request towards. We would specifically like to request forbearance on these upcoming payments, and an associated deferred due date. We are largely shut down, our revenue stream is diminished, and our employees are all laid off due to the COVID-19 related effects on our business. Like many others, we are simply trying to survive this time and preserve a path to come out the other side. Please let me know if you need any additional information. I would also be glad to discuss over the phone, if preferred. I am working from home, and my cell phone is the best contact number; 509-860-2353. Thank you for your consideration.

Truly,



SALCIDO
ENTERPRISES, LLC

‘DATA OUTSIDE THE BOX’

Malachi J. Salcido, CPA
Managing Member and CEO

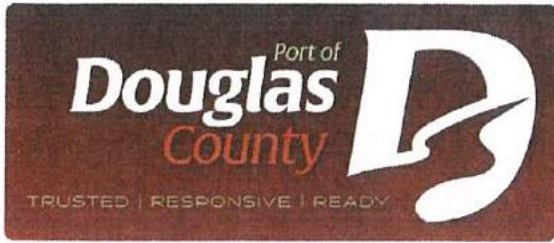
833-SALCIDO (725-2436)

Physical/Shipping & Correspondence:
615 C-1 North Wenatchee Ave.
Wenatchee, WA 98801

e-mail: malachi@salcidoenterprises.tech

website: www.salcidoenterprises.tech

facebook: www.facebook.com/SalcidoEnterprises.LLC/



Invoice

Date	Invoice #
4/2/2020	1274

Salcido Enterprise LLC - CIAC
 615 N Wenatchee Ave, Suite C-1
 Wenatchee, WA 98801


Item	Description	Qty	Rate	Amount
CIAC Payments	PUD Infrastructure in the Pangborn Airport Business Park CIAC #1, May 1, 2020		6,856.80	6,856.80
CIAC Payments	PUD Infrastructure in the Pangborn Airport Business Park CIAC #2, May 1, 2020		57,570.10	57,570.10

If you have any questions regarding this invoice, please call Esther at (509) 884-4700. Thank you. **Balance Due** \$64,426.90

PLEASE REMIT TO: PORT OF DOUGLAS COUNTY
 One Campbell Pkwy, Ste A, East Wenatchee, WA 98802
 Ph (509) 884-4700 FAX (509) 884-2337

**Chelan Douglas Regional
Port Authority**

Memo

To: Board of Directors
From:  Jim Kuntz
cc: None
Date: April 24, 2020
Re: COVID-19 Regional Port Revenue Impacts

Staff has been trying to forecast financial impacts of COVID-19 on our 2020 operating budget. Our initial forecast is as follows:

Pangborn Airport

Airport Parking Revenue	\$227,941
Car Rental Income	\$ 41,772
Passenger Facility Charges	\$138,281
Landing Fees	<u>\$ 34,794</u>
	\$442,788

CTC

Meeting Room Income	\$154,680
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Total Projected Revenue Loss	\$597,468
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As you will see in the attached details, we have tried to project when revenues may improve. I think we may be too optimistic. At the CTC, Tricia will be able to reduce some expenses such as meeting room set-up fees to help offset some of the losses in revenues.

The projected revenue losses at the airport will most likely be offset by the CARES Act Grant.

Parking Revenue
2019 vs 2020

Month	2019 Actual	2020 Actual	2020 Projection	Projection %	Totals
January	\$35,604	\$29,026			
February	\$38,917	\$34,182			
March	\$46,665	\$13,218			
Q1	\$121,185	\$76,426		63%	(\$44,759)
April	\$36,311		\$3,631	10%	
May	\$40,292		\$4,029	10%	
June	\$37,592		\$9,398	25%	
Q2	\$114,194		\$17,058		(\$97,136)
July	\$36,938		\$18,469	50%	
August	\$33,295		\$16,647	50%	
September	\$36,857		\$18,429	50%	
Q3	\$107,090		\$53,545		(\$53,545)
October	\$44,337		\$33,253	75%	
November	\$44,112		\$33,084	75%	
December	\$41,556		\$31,167	75%	
Q4	\$130,005		\$97,504		(\$32,501)
Year Total	\$472,474		\$244,532	52%	(\$227,941)

Car Rental Revenue
2019 vs 2020

Month	2019 Actual	2020 Actual	2020 Projection	Projection %	Totals	CDRPA 10% of Gross
January	\$62,104	\$93,277				
February	\$57,747	\$72,979				
March	\$72,142	\$45,738				
Q1	\$191,993	\$211,994			\$20,001.49	\$2,000.15
April	\$68,330		\$6,833	10%		
May	\$65,808		\$6,581	10%		
June	\$95,056		\$23,764	25%		
Q2	\$229,194		\$37,178		(\$192,016.60)	(\$19,201.66)
July	\$126,232		\$63,116	50%		
August	\$145,011		\$72,505	50%		
September	\$89,892		\$44,946	50%		
Q3	\$361,135		\$180,568		(\$180,567.60)	(\$18,056.76)
October	\$88,511		\$66,383	75%		
November	\$75,012		\$56,259	75%		
December	\$97,033		\$72,775	75%		
Q4	\$260,556		\$195,417		(\$65,138.99)	(\$6,513.90)
Year Total	\$1,042,878		\$625,157	60%	(\$417,721.70)	(\$41,772.17)

Passenger Facility Charges
2019 vs 2020

Month	2019 Actual	2020 Actual	2020 Projection	Projection %	Totals
January	\$24,115	\$23,477			
February	\$19,840	\$18,952			
March	\$24,672	-\$2,655			
Q1	\$68,627	\$39,774			(\$28,853.00)
April	\$22,349		\$2,235	10%	
May	\$21,260		\$2,126	10%	
June	\$23,581		\$5,895	25%	
Q2	\$67,190		\$10,256		(\$56,933.85)
July	\$21,953		\$10,977	50%	
August	\$26,241		\$13,121	50%	
September	\$23,793		\$11,897	50%	
Q3	\$71,987		\$35,994		(\$35,993.50)
October	\$26,708		\$20,031	75%	
November	\$20,975		\$15,731	75%	
December	\$18,322		\$13,742	75%	
Q4	\$66,005		\$49,504		(\$16,501.25)
Year Total	\$273,809		\$135,527	49%	(\$138,281.60)

Landing Fees
2019 vs 2020

Month	2019 Actual	2020 Actual	2020 Projection	Projection %	Totals
January	\$6,354	\$5,841			
February	\$5,085	\$5,821			
March	\$6,412	\$5,724			
Q1	\$17,851	\$17,386			(\$465.00)
April	\$6,119		\$612	10%	
May	\$6,392		\$639	10%	
June	\$7,977		\$1,994	25%	
Q2	\$20,488		\$3,245		(\$17,242.65)
July	\$8,510		\$4,255	50%	
August	\$7,447		\$3,724	50%	
September	\$6,941		\$3,471	50%	
Q3	\$22,898		\$11,449		(\$11,449.00)
October	\$6,637		\$4,978	75%	
November	\$7,660		\$5,745	75%	
December	\$8,253		\$6,190	75%	
Q4	\$22,550		\$16,913		(\$5,637.50)
Year Total	\$83,787		\$48,993	58%	(\$34,794.15)

CTC Meeting Center Revenue
2019 vs 2020

Month	2019 Actual	2020 Actual	2020 Projection	Projection %	Totals
January	\$ 10,088.42	\$ 11,932.50			
February	\$ 4,097.12	\$ 11,263.03			
March	\$ 20,696.16	\$ 15,523.71			
Q1	\$ 34,881.70	\$ 38,719.24			\$ 3,837.54
April	\$ 16,936.67		\$ -	0%	
May	\$ 37,688.47		\$ -	0%	
June	\$ 13,294.77		\$ 1,329.48	10%	
Q2	\$ 67,919.91		\$ 1,329.48		\$ (66,590.43)
July	\$ 18,618.12		\$ 1,861.81	10%	
August	\$ 18,383.73		\$ 1,838.37	10%	
September	\$ 14,042.10		\$ 2,808.42	20%	
Q3	\$ 51,043.95		\$ 6,508.61		\$ (44,535.35)
October	\$ 38,908.17		\$ 9,727.04	25%	
November	\$ 17,572.01		\$ 5,271.60	30%	
December	\$ 9,850.57		\$ 3,940.23	40%	
Q4	\$ 66,330.75		\$ 18,938.87		\$ (47,391.88)
Year Total	\$ 220,176.31		\$ 65,496.20		\$ (154,680.11)

CTC Meeting Center Expenses
2019 vs 2020

Staff	2019 Actual	2020 Actual YTD	Decrease in Expenses expected due to Covid-19
Contract Labor	\$ 11,786.74	\$ 2,497.00	X
Meeting Center Expense			
Coffee Service Supplies	\$ 6,390.13	\$ 590.49	X
Room Setup & AV Cleaning	\$ 25,190.00	\$ 4,725.17	X
VC Operator	\$ 130,803.75	\$ 8,497.50	X
Information Technology			
- Hardware	\$ 8,295.90	\$ 13,308.45	
- Software	\$ 2,185.46	\$ 633.78	
- Managed Services	\$ 17,395.05	\$ 1,844.50	
- Project Hardware/ hours	\$ 9,726.89	\$ -	
- Internet	\$ -	\$ -	
- Cloud Backup	\$ 3,180.00	\$ 300.00	
- Other	\$ 1,736.57	\$ -	
Promotional Marketing	\$ 8,293.08	\$ 4.50	X
Misc. Expenses	\$ 5,099.34	\$ 3,740.84	
B&O Tax	\$ 3,453.97	\$ -	
Merchant Fees	\$ 1,304.88	\$ -	X
Computer Lab	\$ 2,353.00	\$ -	X
	\$ 237,194.76	\$ 36,142.23	

CTC Meeting Center Expenses
2019 vs 2020

Building Expense	2019	2020 YTD	Expected decrease
Custodial Service	\$ 48,447.65	\$ 12,586.00	X
Property Insurance	\$ 26,853.00	\$ -	
Building Repairs	\$ 9,696.38	\$ 681.81	
Carpet Cleaning	\$ 6,692.40	\$ -	
Elevator/ Lift	\$ 15,772.65	\$ -	
Fire Suppression & Sprinkler	\$ 6,873.60	\$ 56.36	
HVAC	\$ 17,399.11	\$ 1,042.95	
Landscaping	\$ 24,237.60	\$ 1,282.52	
Snow Removal	\$ 11,096.07	\$ 3,328.24	
Security System	\$ 3,213.45	\$ 2,762.42	
Window Cleaning	\$ 4,418.26	\$ -	
Electrical	\$ 61,641.35	\$ 16,114.14	X
Garbage	\$ 11,834.41	\$ 2,010.28	X
Natural Gas	\$ 121.50	\$ 54.81	
Wastewater	\$ 3,934.08	\$ 1,004.01	
Water	\$ 16,458.27	\$ 1,985.52	
Office Supplies	\$ 6,738.70	\$ 1,069.31	X
Custodial Supplies	\$ 7,344.77	\$ 2,472.94	X
Maintenance Supplies	\$ 7,485.59	\$ 835.88	
Telephone	\$ 11,220.59	\$ 3,031.17	
Information Technology			
- Hardware	\$ 8,298.97	\$ -	
- Software	\$ 787.95	\$ 416.08	
- Managed Services	\$ 7,759.28	\$ 1,464.75	
- Project Hardware/ hours	\$ 750.73	\$ -	
- Internet	\$ 3,850.08	\$ 3,431.40	
- Cloud Backup	\$ 960.00	\$ 1,331.50	
- Other		\$ -	
Travel/ Training	\$ 667.04	\$ 149.50	X
Misc. Expenses	\$ 1,850.50	\$ 273.50	
Building Operational Exp. - Other	\$ 1,080.00	\$ 245.00	
Accounting Fees/ State Audit	\$ 9,503.42		
	\$ 336,987.40	\$ 57,630.09	



CHELAN DOUGLAS
Regional Port
AUTHORITY

One Campbell Parkway, Suite A ☐ East Wenatchee, WA 98802 ☐ Phone: 509.884.4700 ☐ Fax: 509.662.5151 ☐ www.cdrpa.org

April 10, 2020

Ian Bradshaw
Seattle Airports District Office
2200 S. 216th Street
Des Moines, WA 98198

RE: Runway 12 MALSR at Pangborn Memorial Airport (EAT)

Dear Ian,

Pangborn Memorial Airport (EAT) is a primary, non-hub commercial service airport located in Central Washington and owned by the Chelan Douglas Regional Port Authority (Sponsor). The airport has one runway, 12/30, that is 7,000 feet long and 150 feet wide. Runway 12 is serviced by three instrument approach procedures, two Instrument Landing System (ILS) approaches (Y and Z), and one Authorization Required (AR) RNAV (RNP) approach. The approach with the lowest minima is the ILS Z approach, with a Decision Altitude (DA) of 1,555 feet, a Height Above Touchdown (HAT) of 330 feet, and glideslope of 3.60°. The visibility minimums for this approach are one mile or greater for Category A, B, and C aircraft, while Category D aircraft are not authorized. The runway does not currently have an Approach Lighting System (ALS). We desire to improve the minima on several of our approaches by adding a MALSR to Runway 12.

We have been monitoring flight cancellations for the last several years and approximately 30% of flight cancellations have been weather-related, with most cancellations occurring during the winter. The primary weather conditions responsible for flight cancellations are snow and fog. A review of the last 20 years of weather data shows that during the months of December and January, the visibility minima is less than one mile over 30% of the time. This directly coincides with flight cancellations. Reducing the visibility minima to a 1/2 mile on the ILS Z approach will reduce the number of weather-related cancellations during the winter months by 60%. Additionally, the installation of a MALSR would also improve visibility minima of the RNAV (RNP) approach and a potential future RNAV (GPS) approach.

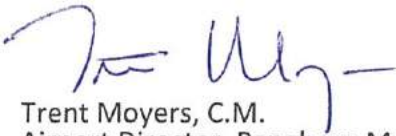
BOARD OF DIRECTORS

Donn Etherington, Commissioner, Chelan County Dist. 1 ☐ Jim Huffman, Commissioner, Douglas County Dist. 1 ☐ JC Baldwin, Commissioner, Chelan County Dist. 2
W. Alan Loeb sack, Commissioner, Douglas County Dist. 2 ☐ Mark Spurgeon, Commissioner, Douglas County Dist. 3 ☐ Rory Turner, Commissioner, Chelan County Dist. 3

Weather-related flight cancellations at EAT are unacceptable when a relatively simple solution is available – the installation of a MALSR on Runway 12. Installing a MALSR would not only increase safety and reliability, but improve aircraft access to the National Airspace System (NAS) for the flying public and increase the economic vitality of the region. It should be noted, EAT is the only commercial service airport in the states of Washington and Oregon, without an ALS.

We look forward to working with the FAA by providing the information to complete a Benefit Cost Analysis and answering any questions necessary to acquire this important lighting system.

Respectfully submitted,



Trent Moyers, C.M.
Airport Director, Pangborn Memorial Airport

BOARD OF DIRECTORS

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Data Requirements for Navigational Aid Benefit Cost Analysis (BCA)

FAA Office of Airports, Financial Analysis Branch (APP-510)

2-04-14

Airport Name & LocID: Pangborn Memorial Airport (EAT)
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Preparer's Name and Contact info: Wayne Reiter, T-O Engineers 7950 N. Meadowlark Way, Suite A, Coeur d'Alene, ID 83815, 208-762-3644

(A) Type of Navigation Aid	MALSR
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(B) 1st Month and Year of Operation	Month:	Year:
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(C) Share of GA operations operating in IFR conditions at airport	12%
Source: 2017 Airport Master Plan Forecast Chapter	

(D) Standard Instrument Approach Procedure (SIAP) Navigation Aid is associated with (SIAP with current lowest minima)	
	SIAP
Runway End	12
Type of Published SIAP	ILS Z
Runway Length	7,000
Share of operations using SIAP	
1. General Aviation	87%
2. Air Taxi	3%
3. Air Carrier	10%
4. Military	0%
SIAP Ceiling Minima	
1. Without NavAid (ft)	330 ft
2. With NavAid (ft)	330 ft
SIAP Visibility Minima	
1. Without NavAid (SM)	1 mile
2. With NavAid (SM)	½ mile

(E) Percent of IFR operations using runway with proposed NavAid improvement	90%
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(F) Equipment and Construction Costs of Proposed Navigational Aid	
Source: (ADG/Region/Engineer)	
1. Design and consulting fees	\$100,000
2. Land acquisition (Previously planned for approach protection) * This number represents the minimum required for ALS equipment installation. Additional funding (approximately \$8 million) is required for approach protection.	\$2,000,000
3. Site improvements including utilities	\$400,000
4. NavAid Equipment (included with installation/construction)	N/A
5. Installation/construction	\$1,200,000
6. Other (specify)	N/A

Data Requirements for Navigational Aid Benefit Cost Analysis (BCA)

FAA Office of Airports, Financial Analysis Branch (APP-510)

2-04-14

Total	\$3,700,000
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(G) Recurring Annual Costs	
1. Annual O&M costs, including replacement parts (provide justification if below \$5,500 annually)	\$12,000
2. Annual cost for the FAA to conduct inspection of the NavAid depends on the following factors. Which best applies?	(Check One)
a. Airport has other non-Federal facilities that require annual inspection	yes
b. Airport does not have other non-Federal facilities requiring annual inspection	

(H) Distance, location, LocID, and equipment type of three nearest FAA/NWS contract surface observation stations (i.e., weather station)				
	Location (city/state)	LocID	Station Type	Dist. (NM)
1.	Wenatchee, WA	EAT	ASOS	0.2
2.	Ellensburg, WA	ELN	ASOS	25.6
3.	Ephrata, WA	EPH	ASOS	28.7
4.	Moses Lake, WA	MWH	ASOS	38.0

(I) Current and forecast operations Source: 8-14-18 FAA Approved Forecast for EAT				
	Current	+5 yrs	+10 yrs	+15 yrs
1. Air Carrier	3,880	4,170	4,460	4,710
2. Air Taxi	1,400	1,500	1,500	1,500
3. Military	100	100	100	100
4. General Aviation (Itinerant)	11,100	11,700	12,500	13,200
5. General Aviation (local)	25,600	26,400	27,400	28,600

(J) Percent of operations for business travel (non-military)	37%
(K) Percent of operations for personal/recreational travel (non-military)	63%

(L) Percent General Aviation operations by aircraft category operating at airport (Estimates)	
1. Piston engine airplanes 1 to 3 seats (<=200hp)	-
2. Piston engine airplanes 1 to 3 seats (>200hp)	-
3. Piston engine airplanes 4 to 9 seats one-engine (<=200hp)	60%
4. Piston engine airplanes 4 to 9 seats one-engine (>200hp)	8%
5. Piston engine airplanes 4 to 9 seats multiengine	4%
6. Piston engine airplanes 10 or more seats	-
7. Turboprop airplanes 1 to 9 seats one-engine	2%
8. Turboprop airplanes 1 to 9 seats multiengine	10%
9. Turboprop airplanes 10 to 19 seats	-
10. Turboprop airplanes 20 or more seats	-
11. Turbojet/Turbofan airplanes <=12,500 lbs	-
12. Turbojet/Turbofan airplanes >12,500 lbs and <= 65,000 lbs	6%

Data Requirements for Navigational Aid Benefit Cost Analysis (BCA)

FAA Office of Airports, Financial Analysis Branch (APP-510)

2-04-14

13. Turbojet/Turbofan airplanes >65,000 lbs	-
14. Rotorcraft piston <=6,000 lbs	2%
15. Rotorcraft turbine <=6,000 lbs	1%
16. Rotorcraft piston >6,000 lbs	-
17. Rotorcraft turbine >6,000 lbs	7%
18. Other	-
Total (must equal 100%)	100%

(M) Percent Air Taxi operations by aircraft category operating at airport	
1. Piston engine airplanes 1 to 3 seats (<=200hp)	-
2. Piston engine airplanes 1 to 3 seats (>200hp)	-
3. Piston engine airplanes 4 to 9 seats one-engine (<=200hp)	-
4. Piston engine airplanes 4 to 9 seats one-engine (>200hp)	-
5. Piston engine airplanes 4 to 9 seats multiengine	-
6. Piston engine airplanes 10 or more seats	-
7. Turboprop airplanes 1 to 9 seats one-engine	10%
8. Turboprop airplanes 1 to 9 seats multiengine	30%
9. Turboprop airplanes 10 to 19 seats	-
10. Turboprop airplanes 20 or more seats	-
11. Turbojet/Turbofan airplanes <=12,500 lbs	-
12. Turbojet/Turbofan airplanes >12,500 lbs and <= 65,000 lbs	40%
13. Turbojet/Turbofan airplanes >65,000 lbs	-
14. Rotorcraft piston <=6,000 lbs	-
15. Rotorcraft turbine <=6,000 lbs	20%
16. Rotorcraft piston >6,000 lbs	-
17. Rotorcraft turbine >6,000 lbs	-
18. Other	-
Total (must equal 100%)	100%

(N) Percent Air Carrier operations per aircraft category operating at airport	
1. Two-Engine Narrow-Body	-
2. Two-Engine Wide-Body	-
3. Three-Engine Narrow-Body	-
4. Three-Engine Wide-Body	-
5. Four-Engine Narrow-Body	-
6. Four-Engine Wide-Body	-
7. Regional Jet under 70 seats	-
8. Regional Jet 70 to 100 seats	-
9. Turboprops under 20 seats (Part 23)	-
10. Turboprops under 20 seats (Part 25)	-
11. Turboprops with 20 or more seats	100%
12. Piston Engine (Part 23)	-
13. Piston Engine (Part 25)	-
Total (must equal 100%)	100%

Chelan Douglas Regional Port Authority Calendar of Events

Updated as of 04-23-2020

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Cami RSVP arrangements if applicable</i>
April 28	Tuesday	CDRPA Board Meeting; 9:00 AM; CDRPA Office & CTC	Zoom Meeting	
May 7	Thursday	Airport Planning Meeting; 2:00 pm	CDRPA Staff	
May 6-8	Wed-Friday	WPPA Spring Meeting; Skamania Lodge; Stevenson	CANCELLED	
May 10-13	Sunday-Wednesday	AAAE Annual Conference; Denver, CO		
May 12	Tuesday	CDRPA Board Meeting; 9:00 AM; CDRPA Office		
May 13	Wednesday	NCWEDD Board Meeting, Chelan City Hall; 9:00 am	Craig, Commissioner Huffman	
May 14	Thursday	CDTC, 9-11am, CTC	JC Baldwin	
May 14	Thursday	Economic Development Planning Meeting; 2:00 pm	CDRPA Staff	
May 16	Saturday	Bridgeport Economic Dev. Open House, 10a-2pm		
May 19	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am, Chamber Conference Room	Commissioner Spurgeon	
May 20	Wednesday	GWATA Board Meeting, 3-5pm, Mercantile		
May 21	Thursday	Airport Planning Meeting; 2:00 pm	CDRPA Staff	
May 26	Tuesday	CDRPA Board Meeting; 9:00 AM; CDRPA Office		
May 27	Wednesday	Douglas County Community Leadership Advisory Meeting, CDRPA Office , 2:30 pm - 4:00 pm	Jim Kuntz, Ron C.	
May 28	Thursday	Economic Development Planning Meeting; 2:00 pm	CDRPA Staff	
June 1-3	Monday - Wednesday	WA Airport Manager's Assn; Winthrop, WA		
June 4	Thursday	Airport Planning Meeting; 2:00 pm	CDRPA Staff	
June 9	Tuesday	CDRPA Board Meeting; 9:00 AM; CDRPA Office		
June 10	Wednesday	NCWEDD Board Meeting, Chelan City Hall; 9:00 am	Craig, Commissioner Huffman	
June 10-12	Wed-Friday	WPPA Finance Seminar; Campbell's Resort		

July 23	Thursday	Economic Development Planning Meeting; 2:00 pm	CDRPA Staff	
July 28	Tuesday	CDRPA Board Meeting; 9:00 AM; CDRPA Office		
August 6	Thursday	Airport Planning Meeting; 2:00 pm	CDRPA Staff	
August 11	Tuesday	CDRPA Board Meeting; 9:00 AM; CDRPA Office		
August 12	Wednesday	NCWEDD Board Meeting, Chelan City Hall; 9:00 am	Craig, Commissioner Huffman	
August 13	Thursday	CDTC, 9-11am, CTC	Commissioner Baldwin	
August 13	Thursday	Economic Development Planning Meeting; 2:00 pm	CDRPA Staff	
August 18	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am, Chamber Conference Room	Commissioner Spurgeon	
August 19	Wednesday	GWATA Board Meeting, 3-5pm, Mercantile		
August 20	Thursday	Airport Planning Meeting; 2:00 pm	CDRPA Staff	
August 25	Tuesday	CDRPA Board Meeting; 9:00 AM; CDRPA Office		
August 26	Wednesday	Douglas County Community Leadership Advisory Group; 2:20-4:30p	Jim Kuntz, Ron C.	
August 27	Thursday	Economic Development Planning Meeting; 2:00 pm	CDRPA Staff	
September 3	Thursday	Airport Planning Meeting; 2:00 pm	CDRPA Staff	
September 8	Tuesday	CDRPA Board Meeting; 9:00 AM; CDRPA Office		
September 9	Wednesday	NCWEDD Board Meeting, Chelan City Hall; 9:00 am	Craig, Commissioner Huffman	
September 10	Thursday	CDTC, 9-11am, CTC	Commissioner Baldwin	
September 10	Thursday	Economic Development Planning Meeting; 2:00 pm	CDRPA Staff	
September 15	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am, Chamber Conference Room	Commissioner Spurgeon	
September 16	Wednesday	GWATA Board Meeting, 3-5pm		
September 17	Thursday	Airport Planning Meeting; 2:00 pm	CDRPA Staff	
September 22-25	Tuesday - Friday	WFOA Conference	Monica	Hotel Booked

November 11	Wednesday	NCWEDD Board Meeting, Chelan City Hall; 9:00 am	Craig, Commissioner Huffman	
November 12	Thursday	CDTC, 9-11am, CTC	Commissioner Baldwin	
November 12	Thursday	Economic Development Planning Meeting; 2:00 pm	CDRPA Staff	
TBD	TBD	Wenatchee Valley Chamber Board Retreat - TBD	Commissioner Spurgeon	
November 18	Wednesday	GWATA Board Meeting, 3-5pm, Mercantile		
November 19	Thursday	Airport Planning Meeting; 2:00 pm	CDRPA Staff	
November 24	Tuesday	CDRPA Board Meeting; 9:00 AM; CDRPA Office		
November 25	Wednesday	Douglas County Community Leadership Advisory Meeting, CDRPA Office , 2:30 pm - 4:00 pm	Jim Kuntz, Ron C.	
November 26-27	Thur-Friday	Thanksgiving Holiday Office Closed		
December 2-4	Tuesday - Friday	WPPA Annual Meeting, Hyatt Regency, Bellevue		
December 3	Thursday	Airport Planning Meeting; 2:00 pm	CDRPA Staff	
December 8	Tuesday	CDRPA Board Meeting; 9:00 AM; CDRPA Office		
December 9	Wednesday	NCWEDD Board Meeting, Chelan City Hall; 9:00 am	Craig, Commissioner Huffman	
December 10	Thursday	CDTC, 9-11am, CTC	Commissioner Baldwin	
December 10	Thursday	Economic Development Planning Meeting; 2:00 pm	CDRPA Staff	
December 15	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am, Chamber Conference Room	Commissioner Spurgeon	
December 16	Wednesday	GWATA Board Meeting, 3-5pm, Mercantile		
December 17	Thursday	Airport Planning Meeting; 2:00 pm	CDRPA Staff	
December 22	Tuesday	CDRPA Board Meeting; 9:00 AM; CDRPA Office		
December 23	Wednesday	Douglas County Community Leadership Advisory Meeting, CDRPA Office , 2:30 pm - 4:00 pm	Jim Kuntz, Ron C.	