



Working Together to Enhance the Economic Vitality of North Central Washington

Chelan Douglas Regional Port Authority

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

**Meeting Agenda
February 13, 2024
9:00 a.m.**

I. CALL TO ORDER

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

II. INTRODUCTIONS

III. CONFLICT OF INTEREST

IV. PUBLIC COMMENT

V. CONSENT AGENDA

- **CDRPA:** Approval of the January 23rd, 2024 Meeting Minutes, Calendar of Events, December 2023 Commission Calendar, and Check Register Pages #2024-01 through #2024-06, including Electronic Transfers.
- **POCC:** Approval of Check Register Pages #2024-01 through #2024-03, including Electronic Transfers.

VI. PRESENTATION

- **Small Business Development Center Quarterly Report – Kirk Duncan**

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

- (1) Fire Sprinkler System Replacement Project Bid Award – Executive Flight Building
- (2) Underground Storage Tank Removal Project Bid Award – Pangborn Airport
- (3) Phase I Design Authorization Runway 12/30 Reconstruction – Pangborn Airport
- (4) Memorandum of Understanding – Washington State Army National Guard
- (5) Pangborn Airport Taxiway B Waterline – Bill of Sale to East Wenatchee Water District
- (6) Authorization to Solicit Qualifications – General Architectural Services
- (7) Authorization to Solicit Qualifications – Trades District Project Inspector
- (8) Authorization to Solicit Qualifications – Firing Range Consultant

VIII. SUGGESTED BREAK: 10 MINUTES

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

- (9) Revised Selection Criteria – Partners in Economic Development – Non-Profits
- (10) 2024 Cash Carryforward Balance
- (11) 2023 Year End Activity Report – Pangborn Airport
- (12) 2023 Virtower Reports
- (13) 2024 Capital Projects Plan
- (14) Olympia Visit Recap
- (15) Digital Media Marketing
- (16) Firing Range Association – Regional Training Facility

X. MISCELLANEOUS STAFF REPORTS

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

XI. PUBLIC COMMENT

XII. REVIEW CALENDAR OF EVENTS

XIII. ITEMS FROM BOARD OF DIRECTORS

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

XVII. ADJOURN

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

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



**Board of Directors
Chelan Douglas Regional Port Authority
Meeting Minutes
January 23, 2024
9:00 a.m.**

Present:

Directors:

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

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

Staff:

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

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

Legal Counsel:

Quentin Batjer, Davis Arneil Law Firm LLP

Guests:

*Bob Goedde, Chelan City Council
Mike Mackey, Douglas County Resident
Kevin Brown, Lake Chelan Jazz and Wine Festival (Zoom)
Kevin Gluba, RESTORE Coalition (Zoom)
Rory Steele, RESTORE Coalition (Zoom)
Kevin Vitulli, Banner Bank (Zoom)
Eric Peterson, Blewett Brewing (Zoom)
Emily Thornton, Wenatchee World (Zoom)
Jason Taylor, KPQ (Zoom)
Ken Johannessen, Chelan Valley Media Group (Zoom)*

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

Introductions were made.

Conflicts of Interest: None.

Public Comment: None.

OATH OF OFFICE:

Quentin Batjer provided the Oath of Office for Port of Chelan County District #3 Commissioner, Richard DeRock.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY CONSENT AGENDA:

The Chelan Douglas Regional Port Authority Consent Agenda consisting of the January 9th, 2024 Meeting Minutes and CDRPA Resolution 2024-04 Voiding Check #12412 was presented.

Motion No.
Moved by:
Seconded by:

01-17-24 CDRPA
JC Baldwin
Jim Huffman
To approve the Chelan Douglas Regional Port Authority Consent Agenda as presented.

Motion Passed 5-0
*Director Spurgeon Excused Absence

PRESENTATION:

- **RESTORE Coalition** – Kevin Gluba and Rory Steele, representatives of the RESTORE Coalition, delivered a presentation addressing the declining state of commercial air service and highlighting the mission and significance of the RESTORE Coalition in rural areas seeking to restore commercial air service.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY ACTION ITEMS:

Tenant Selection – Former Badger Mountain Production and Restaurant Space

Kuntz shared that Badger Mountain Brewing is in the process of closing its business. Regional Port staff have been actively working to secure a new tenant for the facility. de Mestre reviewed summaries of the three tenant interviews conducted on January 18th, 2024. Staff is recommending Blewett Brewing as the top candidate to enter into a lease agreement with. Discussion ensued, and the following action was taken:

Motion No.
Moved by:
Seconded by:

01-18-24 CDRPA
Jim Huffman
JC Baldwin
To accept the Staff/Board Selection Committee’s rankings as follows:

- Blewett Brewing
- Kulshan Brewing Company
- Riverhound Brewing

To authorize the CEO to negotiate and enter into a lease agreement with Blewett Brewing.

Motion Passed 5-0
*Director Spurgeon Excused Absence

Partners in Economic Development – Lake Chelan Jazz and Wine Festival

Deenik provided a recap of the 2023 funding for the Partners in Economic Development program. Kevin Brown, Executive Director of the Lake Chelan Jazz and Wine Festival, discussed the submitted grant application and provided additional details on how the funding would be utilized if awarded. Discussion took place regarding updates to grant application criteria. Kuntz and staff will bring back to the next Board meeting suggested revisions to the non-profit Economic Development Partner application. Subsequently, the following action was taken:

Motion No.
Moved by:
Seconded by:

01-19-24 CDRPA
Richard DeRock
JC Baldwin
To approve the 2024 Partners in Economic Development Grant request from the Lake Chelan Jazz and Wine Festival in the amount of \$10,000.

Motion Passed 5-0
*Director Spurgeon Excused Absence

CMI Orchards Lease Agreement – CTC Suite 201

Lough shared that dual paths are being pursued to support CMI Orchards' business. de Mestre has been collaborating with CMI Orchards on the build-out of the third floor of the Confluence Technology Center, while Monica is assisting in leasing temporary office space on the second floor until their permanent office space is completed. The following action was taken:

Motion No.
Moved by:
Seconded by:

01-20-24 CDRPA

Richard DeRock
W. Alan Loeb sack

To authorize the CEO to sign a lease with CMI Orchards for CTC Suite 201.

Motion Passed 5-0
*Director Spurgeon Excused Absence

At 10:13 a.m. Commissioner Etherington called for a 10-minute break.

INFORMATIONAL ITEMS:

CDRPA Investment Report – Lough reviewed the quarterly investment report with the Board, emphasizing that the report exclusively covers investments and not the main Regional Port bank accounts.

Douglas County TIF District – Consultant Selection – Kuntz shared that Tiberius Solutions, LLC was the firm selected to conduct the TIF District study for Douglas County. Additionally, Kuntz mentioned that a meeting is scheduled between Regional Port staff and the Douglas County Assessor and Treasurer.

Voltaire Contract – Kuntz reviewed Voltaire's existing contract and payment history. Staff is recommending not entering into a renewal agreement but utilizing à la carte services as needed. The Board concurred.

Choose Chelan Douglas Website/Choose Washington State Website Comparison – de Mestre compared both websites and presented data to showcase the user and cost benefits of moving forward with using solely the State's website for property listings while retiring the Choose Chelan Douglas website. In addition to the current use of the platform, future features of the Choose Washington State Website include the ability to compile all submissions online and submit a proprietary link to potential clients. This will include options to submit an RFI with a private property listing that is not accessible to the public on the main website. The Board concurred.

MISCELLANEOUS STAFF REPORTS:

Kuntz provided information and updates including:

- Shared a Wenatchee World article that provided a 65-year retrospective on the occasion when Commissioner W. Alan Loeb sack's grandfather, Henry Loeb sack, assumed the role of the first Board of Commissioners president for the Douglas County Port District.
- Updated that staff is on the verge of finalizing a lease agreement with CMI Orchards for the third floor of the CTC.
- Kuntz shared that the inaugural Chelan County Leadership Advisory Meeting took place on January 19th and was successful.
- Noted that he has submitted 2024 CEO Goals for the Board's review.

Lough provided information and updates including:

- Shared that the exit conference for POCC and PODC, as part of the entities’ audits, is scheduled for this upcoming Friday, January 26th.

Moyers provided information and updates including:

- Updated the Board on the successful opening of R Shack BBQ’s latest restaurant, The Landing, at Pangborn Memorial Airport.
- Reminded the Board that the public comment segment of the Environmental Assessment for the General Aviation Terminal Building is currently underway.
- Compared flight cancellation numbers from January 2023 to January 2024, and noted a significant decrease in cancellations attributed to improved visibility following the installation of the MALSR system.

de Mestre provided information and updates including:

- Shared that she is currently working with Rohrbach to finalize a Capital Projects plan for 2024.
- Updated the Board on the newly confirmed bid schedule for the Trades District, with plans to go out to bid on February 8th, 2024.
- Shared that staff is actively collaborating with Airlift Northwest and UW Medicine on their new hangar facility, with plans for the project to be put out to bid soon.

Russ provided information and updates including:

- Discussed the impact of the most recent winter storm on several Regional Port facilities.

Degnan provided information and updates including:

- Updated the Board on the insurance claim from the water intrusion that occurred last December in the production room at the Confluence Technology Center.

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

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

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

EXECUTIVE SESSION:

Executive Session was announced at 12:10 p.m. for a period of fifteen minutes with an action anticipated at the conclusion of the session. The purpose consisted of RCW 42.30.110(1)(b) to consider the acquisition of real estate by lease or purchase when public knowledge regarding such considerations would cause a likelihood of increased price. Executive Session concluded at 12:25 p.m. There was 5-minutes of technical difficulties before meeting reconvened in Regular Session.

Meeting reconvened in Regular Session at 12:30 p.m. and the following action was taken:

Motion No.
Moved by:
Seconded by:

01-20-24 CDRPA
JC Baldwin
W. Alan Loeb sack
To authorize the CEO to enter into a Purchase and Sale Agreement with Cornelius Holdings, LLC for 6 acres of property in Peshastin.

Motion Passed 5-0
*Director Spurgeon Excused Absence

Meeting adjourned at 12:33 p.m.

Signed and dated this 13th day of February 2024.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

Donn Etherington, Director

Jim Huffman, Director

JC Baldwin, Director

W. Alan Loeb sack, Director

Richard DeRock, Director

Mark Spurgeon, Director

**Chelan Douglas Regional Port Authority
Check Register Listing
2024-January**

Date Issued	Register #	Reason	First #	Last #	Amount
01/03/24	2024-01	Parking Software Payment	12666	12666	\$366.05
01/12/24		Mid-Month Employee Advances		ACH	\$4,000.00
01/15/24	2024-02	Mid-Month Payables	12667	12744	\$692,294.03
01/16/24	2024-03	FBO Supplies Reimbursement	12745	12745	\$61.80
01/18/24		Year-End VEBA - Excess Sick Leave		ACH	\$3,910.79
01/22/24		Dept of Retirement - Seasonal Employee		ACH	\$6,837.09
01/23/24	2024-04	Q4 2023 Payroll Taxes	12746	12748	\$15,598.38
01/26/24		WA Dept of Revenue - Sales Tax		ACH	\$8,190.89
01/31/24	2024-05	January 2024 Payroll	12749	12750	\$323,379.62
01/31/24	2024-06	Month-End Payables	12751	12818	\$781,227.75
01/31/24		WA Dept of Revenue - LH Tax		ACH	\$97,803.16
01/31/24		Excess VEBA Contribution		ACH	\$4,350.00

Transactions for approval February 13, 2024 total:

\$1,938,019.56

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

Chief Executive Officer



Dir of Finance & Admin.



Director DeRock

Director Baldwin

Director Etherington

Director Spurgeon

Director Huffman

Director Loesack

**Chelan Douglas Regional Port Authority
Check Register
2024-01**

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

For approval January 03, 2024 check 12666 in the amount of \$ **366.05**

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin

Date Issued	Claimant	Purpose	Check Number	Amount
	PANGBORN AIRPORT			
01/03/2024	Omnipark Inc.	Parking Software	12666	366.05
	Net Administrative & General			<u>366.05</u>
TOTAL				<u><u>366.05</u></u>

**Chelan Douglas Regional Port Authority
Check Register
2024-02**

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

For approval January 15, 2024 checks 12667 - 12744 in the amount of

\$692,294.03

Jim Kuntz, Chief Executive Officer _____

Monica Lough, Director of Finance & Admin _____

Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
1/15/2024	Chelan County PUD	Utilities	12687	3,039.77
1/15/2024	City of Cashmere	Utilities	12690	400.63
1/15/2024	Waste Management	Utilities	12740	438.31
	Net Cashmere Mill District			\$3,878.71
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
1/15/2024	Anderson Landscaping	Snow Removal	12671	3,516.45
1/15/2024	Banner Bank - SL	Maintenance Supplies	12681	901.06
1/15/2024	Banner Bank - TD	Advertising, Office and Maintenance Supplies	12683	882.44
1/15/2024	Chelan County PUD	Utilities	12687	11,238.28
1/15/2024	City of Wenatchee	Utilities	12693	836.74
1/15/2024	Express Services, Inc.	Admin Assistant	12703	1,297.93
1/15/2024	Firefly	Managed Services, New Laptop/Docking; J Williams	12704	5,756.42
1/15/2024	France & Co.	Building Repairs; Water Damage	12706	6,421.87
1/15/2024	GFC Services	Meeting Room Setups/Janitorial Services	12707	10,424.48
1/15/2024	Home Depot Pro	Building Repairs	12710	69.41
1/15/2024	Kelly Connect	Kyocera Copier Usage	12713	145.75
1/15/2024	Lowe's	Maintenance Supplies	12717	137.04
1/15/2024	North Cascades Heating & A/C, Inc	HVAC Maintenance	12718	5,584.16
1/15/2024	North Central ESD	Video Conference Operator - December	12719	9,713.54
1/15/2024	Pacific Power Batteries	Maintenance Supplies	12724	49.87
1/15/2024	Pacific Security	Patrol Service	12725	888.00
1/15/2024	Sherwin-Williams	Maintenance Supplies	12729	384.04
1/15/2024	Tripleseat Software LLC	Subscription	12732	4,896.00
1/15/2024	Waste Management	Utilities	12740	1,208.44
1/15/2024	Weinstein Beverage Co.	Coffee Supplies	12741	224.28
	Net Confluence Technology Center			\$64,576.20
<u>DOWNTOWN WENATCHEE SOUTH</u>				
1/15/2024	Anderson Landscaping	Snow Removal	12671	771.77
1/15/2024	Chelan County PUD	Utilities	12687	1,236.65
1/15/2024	City of Wenatchee	Utilities	12693	755.38
	Net Downtown Wenatchee South			\$2,763.80
<u>OLDS STATION BUSINESS PARK</u>				
1/15/2024	Anderson Landscaping	Snow Removal	12671	1,317.99
1/15/2024	Chelan County PUD	Utilities	12687	3,731.42
1/15/2024	City of Wenatchee	Utilities	12693	936.22
1/15/2024	Pacific Security	Patrol Service	12725	1,776.00
1/15/2024	Waste Management	Utilities	12740	146.83
	Net Olds Station Business Park			\$7,908.46

**Chelan Douglas Regional Port Authority
Check Register
2024-02**

PANGBORN AIRPORT

1/15/2024	Ag Supply Co.	Diesel, Maintenance Supplies	12667	2,533.13
1/15/2024	Airport Law Enforcement Agencies Network	Security Expenses	12668	450.00
1/15/2024	Alliant Insurance Svcs, Inc - Irvine Main	Airport Liability Insurance	12669	27,035.00
1/15/2024	Banner Bank - TC	Security Expenses	12682	400.00
1/15/2024	Banner Bank - TF	Winter Operations, Applicators License Renewal	12684	123.24
1/15/2024	Banner Bank - TM	Phone Service, NWAAAE Conference	12685	905.74
1/15/2024	Chris M Gibbs	Tenant Deposit Refund	12688	271.00
1/15/2024	Douglas County PUD	Utilities	12699	4,353.00
1/15/2024	Enduris	Property Insurance - FedEx Building	12702	6,857.00
1/15/2024	Firefly	Managed Services	12704	3,311.59
1/15/2024	FlashParking, Inc.	Parking Software	12705	17.44
1/15/2024	Graybeal Signs, Inc.	Security Expenses	12708	2,176.05
1/15/2024	Harvest Valley Pest Control, Inc.	Pest Control	12709	81.23
1/15/2024	Home Depot Pro	Terminal Maintenance	12710	1,102.76
1/15/2024	Keyhole Security Inc.	Terminal Maintenance	12714	22.61
1/15/2024	Lowe's	Maintenance Supplies	12717	101.55
1/15/2024	Omnipark Inc.	Parking Software	12721	366.39
1/15/2024	Orrco	Regulatory Compliance	12722	874.50
1/15/2024	Pacific Security	Patrol Service	12725	888.00
1/15/2024	Platt Electric Supply	Maintenance Supplies	12726	188.10
1/15/2024	Steve Wilson	Tenant Deposit Refund	12730	561.00
1/15/2024	USDA, APHIS	Regulatory Compliance	12733	1,124.01
1/15/2024	Volaire Aviation Inc.	Air Service Dev Retainer	12734	4,000.00
1/15/2024	WAMA	Membership - Trent Moyers	12735	725.00
1/15/2024	Washington Aviation Association	Trade Show Booth Registration	12736	625.00
1/15/2024	Waste Management	Utilities	12740	672.32
	Net Pangborn Airport			\$59,765.66

PANGBORN FBO

1/15/2024	AvFuel Corp	Jet A Fuel	12674	65,546.82
1/15/2024	Cintas Corporation	Uniforms	12689	121.62
1/15/2024	Consolidated Supply Co.	Maintenance Supplies	12696	134.89
1/15/2024	Home Depot Pro	FBO Supplies	12710	152.89
1/15/2024	ODP Business Solutions LLC	FBO Supplies	12720	207.79
1/15/2024	Waste Management	Utilities	12740	177.43
	Net Pangborn FBO			\$66,341.44

PANGBORN BUSINESS PARK

1/15/2024	Douglas County PUD	Utilities	12699	1,991.00
1/15/2024	Platt Electric Supply	Maintenance Supplies	12726	178.23
1/15/2024	York Building Services, Inc.	Janitorial Services	12743	1,535.00
	Net Pangborn Business Park			\$3,704.23

RPA OFFICE/AVIATION CENTER

1/15/2024	Ag Supply Co.	Building Maintenance	12667	16.34
1/15/2024	Douglas County PUD	Utilities	12744	1,603.00
1/15/2024	T-O Engineers - Ardurra	Security Deposit Refund	12731	787.00
1/15/2024	Waste Management	Utilities	12740	396.49
	Net RPA Office/Aviation Center			\$2,802.83

LAKE CHELAN AIRPORT

1/15/2024	Chelan County PUD	Utilities	12687	25.21
1/15/2024	City of Chelan	Pavement Maintenance/HVAC Replacement	12691	17,601.92
1/15/2024	Lake Chelan Airport	4th Qtr Airport Operations	12715	11,778.96
	Net Lake Chelan Airport			\$29,406.09

MANSFIELD AIRPORT

1/15/2024	Alliant Insurance Svcs, Inc - Irvine Main	Airport Liability Insurance	12669	5,545.00
1/15/2024	Douglas County PUD	Utilities	12699	31.00
	Net Mansfield Airport			\$5,576.00

**Chelan Douglas Regional Port Authority
Check Register
2024-02**

<u>WATERVILLE AIRPORT</u>				
1/15/2024	Alliant Insurance Svcs, Inc - Irvine Main	Airport Liability Insurance	12669	5,545.00
	Net Waterville Airport			<u>5,545.00</u>
<u>ORONDO RIVER PARK</u>				
1/15/2024	Home Depot Pro	Maintenance Supplies	12710	14.61
	Net Orondo River Park			<u>14.61</u>
<u>MALAGA PROPERTY</u>				
1/15/2024	Chelan County PUD	Utilities	12687	14.70
	Net Malaga Property			<u>14.70</u>
<u>BUSINESS PARK MAINTENANCE</u>				
1/15/2024	Coleman Oil Company	Fuel, Diesel	12694	107.26
1/15/2024	Home Depot Pro	Maintenance Supplies	12710	(28.00)
1/15/2024	Jerry's Auto Supply	Maintenance Supplies	12711	18.77
	Net Business Park Maintenance			<u>98.03</u>
<u>ADMINISTRATIVE & GENERAL</u>				
1/15/2024	Amazon Capital Services	Office Supplies, Printer	12670	696.68
1/15/2024	Association of Washington Business	Membership	12673	1,000.00
1/15/2024	Banner Bank - DE	Lodging; WPPA Annual Conference	12675	704.58
1/15/2024	Banner Bank - JC	Lodging; WPPA Annual Conference	12676	939.44
1/15/2024	Banner Bank - JK	Lodging/Meals; WPPA Annual Conference	12677	2,370.89
1/15/2024	Banner Bank - PE	Office Supplies, Software, Board Mtg Lunch, Registration	12678	1,578.83
1/15/2024	Banner Bank - RD	Lodging/Meals; WPPA Annual Conference	12679	864.74
1/15/2024	Banner Bank - TC	Subscriptions/Software	12682	889.68
1/15/2024	Chelan County	County Election Costs	12686	92,520.31
1/15/2024	Columbia Basin Development League	2024 Membership	12695	625.00
1/15/2024	CPI Printing	Office Supplies	12697	185.35
1/15/2024	Elevate Government Affairs, LLC	Governmental Affairs Federal Contract	12700	8,500.00
1/15/2024	Firefly	Managed Services	12704	4,947.25
1/15/2024	Julie Burdick-Avis	Mileage	12712	7.21
1/15/2024	Lorena Amador	Mileage	12716	23.78
1/15/2024	Pacific Northwest Waterways Association	2024 Membership	12723	828.00
1/15/2024	Washington Economic Development Assn	2024 Membership	12737	940.00
1/15/2024	Washington Public Ports Association	WPPA Annual Meeting Registration	12738	3,540.00
1/15/2024	Wenatchee Valley Chamber of Commerce	2024 Membership	12742	8,000.00
	Net Administrative & General			<u>\$129,161.74</u>
<u>BUSINESS DEVELOPMENT & MARKETING</u>				
1/15/2024	Banner Bank - JC	Logo Wear	12676	17.39
1/15/2024	Banner Bank - JK	Promotional Hosting	12677	694.79
1/15/2024	Banner Bank - PE	Logo Wireless Chargers, Executive Assistant Advertising	12678	1,014.65
1/15/2024	Banner Bank - SD	Construction Project Manager Ad, Tenant Baskets	12680	637.51
1/15/2024	Banner Bank - TC	Adobe Subscription	12682	22.77
1/15/2024	Emily B Lammert	Continuing Ed Reimbursement	12701	1,611.00
1/15/2024	Washington State University	SBDC Funding Q4 2023	12739	15,000.00
	Net Business Development & Marketing			<u>18,998.11</u>
<u>ECONOMIC DEVELOPMENT CONTRACTS - MUNICIPALITIES</u>				
1/15/2024	City of Entiat	Partners in Economic Development	12692	4,206.52
	Net Economic Development Contracts - Municipalities			<u>4,206.52</u>

**Chelan Douglas Regional Port Authority
Check Register
2024-02**

CAPITAL PROJECTS

1/15/2024	Ardurra	Terminal Apron Reconstruction	12672	7,473.00
1/15/2024	Ardurra	GA Terminal UST Removal Project	12672	34,957.90
1/15/2024	Douglas County	GA Terminal Project	12698	7,350.56
1/15/2024	Firefly	Security Camera Project	12704	141.41
1/15/2024	RH2 Engineering, Inc.	Orondo River Park Water System Improvements	12727	1,140.80
1/15/2024	Selland Construction, Inc	Taxiway A Realignment	12728	236,468.23
				\$287,531.90
				\$692,294.03

**Chelan Douglas Regional Port Authority
Check Register
2024-03**

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

For approval January 16, 2024 check 12745 in the amount of \$ **61.80**

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin

Date Issued	Claimant	Purpose	Check Number	Amount
01/16/2024	<u>PANGBORN AIRPORT</u> Colby Goodrich Net Administrative & General	FBO Supplies Reimbursement	12745	61.80
				<u>\$61.80</u>
		TOTAL		<u><u>\$61.80</u></u>

**Chelan Douglas Regional Port Authority
Check Register
2024-04**

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

For approval January 23, 2024 checks 12746 - 12748 in the amount of \$ 15,598.38

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin

Date Issued	Claimant	Purpose	Check Number	Amount
1/23/2024	Department of L&I	Payroll Taxes - 4th Quarter 2023	12746	9,135.84
1/23/2024	Employment Security Department	Payroll Taxes - 4th Quarter 2023 (PFML)	12747	3,220.22
1/23/2024	Employment Security Department	Payroll Taxes - 4th Quarter 2023 (WA Cares)	12748	3,242.32
				\$15,598.38
TOTAL				\$15,598.38

**Chelan Douglas Regional Port Authority
Check Register
2024-05**

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

For approval January, 2024, checks 12749 - 12750 and electronic payments in the amount of:

\$ 323,379.62

Jim Kuntz, Chief Executive Officer





Monica Lough, Director of Finance & Admin

Date Issued	Claimant	Purpose	Check Number	Amount
<u>Payroll</u>				
01/31/24	Aiken, Larry G	January 2024 Payroll	EFT	637.21
01/31/24	Amador Lopez, Lorena	January 2024 Payroll	EFT	4,547.51
01/31/24	Asplund, Randy L	January 2024 Payroll	EFT	1,523.77
01/31/24	Baldwin, Janet L	January 2024 Payroll	EFT	2,253.17
01/31/24	Beidler, Camryn N	January 2024 Payroll	EFT	3,517.38
01/31/24	Burdick-Avis, Julie A	January 2024 Payroll	EFT	3,146.33
01/31/24	Camarillo-Reyes, Laura	January 2024 Payroll	EFT	3,913.44
01/31/24	Chatriand, Bobbie J	January 2024 Payroll	EFT	3,858.31
01/31/24	Day, Skylar	January 2024 Payroll	EFT	3,373.03
01/31/24	de Mestre, Stacie C	January 2024 Payroll	EFT	8,372.01
01/31/24	Deenik, Sarah K	January 2024 Payroll	EFT	6,015.89
01/31/24	Degnan, Tricia E	January 2024 Payroll	EFT	5,409.61
01/31/24	DeRock, Richard A	January 2024 Payroll	EFT	2,277.97
01/31/24	Downs, Paul J	January 2024 Payroll	EFT	1,003.25
01/31/24	Etherington, Donn	January 2024 Payroll	EFT	2,253.17
01/31/24	Flaget, Todd R	January 2024 Payroll	EFT	6,555.81
01/31/24	Gamache, Raymond B	January 2024 Payroll	EFT	490.84
01/31/24	Goodrich, Colby A	January 2024 Payroll	EFT	5,006.61
01/31/24	Huffman, James D	January 2024 Payroll	EFT	1,895.55
01/31/24	Kern, Dana	January 2024 Payroll	EFT	3,650.96
01/31/24	Kuntz, James M	January 2024 Payroll	EFT	13,141.10
01/31/24	Lamb, Kenneth R	January 2024 Payroll	EFT	4,865.12
01/31/24	Lamb, Shane C	January 2024 Payroll	EFT	5,044.13
01/31/24	Lammert, Emily B	January 2024 Payroll	EFT	2,828.44
01/31/24	Larsen, Craig N	January 2024 Payroll	EFT	5,429.21
01/31/24	Loesack, W Alan	January 2024 Payroll	EFT	1,629.93
01/31/24	Lough, Monica D	January 2024 Payroll	EFT	8,630.42
01/31/24	Malone, Joshua T	January 2024 Payroll	EFT	846.56
01/31/24	Martinez, Rafael	January 2024 Payroll	EFT	5,269.42

01/31/24	Moyers, Trent D	January 2024 Payroll	EFT	8,874.80
01/31/24	Orr, Marcus J	January 2024 Payroll	EFT	5,808.51
01/31/24	Rohrbach, Nicholas E	January 2024 Payroll	EFT	4,000.75
01/31/24	Rumburg, Concetta A	January 2024 Payroll	EFT	1,556.72
01/31/24	Russ, Ronald R	January 2024 Payroll	EFT	7,014.66
01/31/24	Russell, Justin L	January 2024 Payroll	EFT	4,260.33
01/31/24	Ruud, David K.	January 2024 Payroll	EFT	461.75
01/31/24	Smith, Charles B	January 2024 Payroll	EFT	4,470.79
01/31/24	Spurgeon, Mark M	January 2024 Payroll	EFT	2,153.17
01/31/24	Stutzman, Lynn A	January 2024 Payroll	EFT	411.75
01/31/24	Vargas-Mata, Manuel A	January 2024 Payroll	EFT	5,122.65
01/31/24	Warren, Kole A	January 2024 Payroll	EFT	3,699.71
01/31/24	Williams, Jeremy B	January 2024 Payroll	EFT	4,995.51
01/31/24	HRA VEBA Trust	January VEBA	EFT	4,008.00
01/31/24	Bobbie Chatriand	January Sunshine Fund	12749	130.00
01/31/24	Health Care Authority	February Insurance	12750	47,800.71
01/31/24	Department of Retirement Systems	January Retirement	ACH	42,713.00
01/31/24	US Treasury	January Payroll Taxes	EFTPS	58,510.66
	Net Payroll			<u>323,379.62</u>

**Chelan Douglas Regional Port Authority
Check Register
2024-06**

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

For approval January 31, 2024 checks 12751 - 12818 in the amount of **\$781,227.75**

Jim Kuntz, Chief Executive Officer _____

Monica Lough, Director of Finance & Admin _____

Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
1/31/2024	Community Glass Company, Inc.	Building Maintenance	12763	1,764.21
1/31/2024	DGS Landscaping	Snow Removal	12771	1,468.82
1/31/2024	Home Depot Pro	Maintenance Supplies	12786	81.22
1/31/2024	Local Tel Communications	Fire Alarm Service	12795	76.04
1/31/2024	North Cascades Heating & A/C, Inc	Building Maintenance	12799	135.50
	Net Cashmere Mill District			<u><u>\$3,525.79</u></u>
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
1/31/2024	Consolidated Electrical Distributors, Inc	Maintenance Supplies	12765	219.27
1/31/2024	Crown Paper & Janitorial Supply	Janitorial Supplies	12767	493.89
1/31/2024	Express Services, Inc.	Admin Assistant	12780	1,538.01
1/31/2024	Firefly	Managed Services/Zoom Room PC	12782	6,813.76
1/31/2024	Home Depot Pro	Maintenance Supplies	12786	16.25
1/31/2024	Keyhole Security Inc.	Security System	12792	661.50
1/31/2024	Local Tel Communications	Telephone	12795	562.32
1/31/2024	Sherwin-Williams	Maintenance Supplies	12809	197.69
	Net Confluence Technology Center			<u><u>\$10,502.69</u></u>
<u>DOWNTOWN WENATCHEE SOUTH</u>				
1/31/2024	Local Tel Communications	Utilities	12795	397.50
	Net Downtown Wenatchee South			<u><u>\$397.50</u></u>
<u>OLDS STATION BUSINESS PARK</u>				
1/31/2024	Anderson Landscaping	Snow Removal	12755	1,087.00
1/31/2024	Custom Salt Solutions	Snow Removal	12768	921.48
1/31/2024	Local Tel Communications	Alarm Systems	12795	458.90
	Net Olds Station Business Park			<u><u>\$2,467.38</u></u>

**Chelan Douglas Regional Port Authority
Check Register
2024-06**

PANGBORN AIRPORT

1/31/2024	Ag Supply Co.	Fuel, Diesel	12751	7,258.10
1/31/2024	Anatek Labs, Inc.	Winter Operations	12754	595.00
1/31/2024	Ardurra	Engineering Services	12756	3,467.75
1/31/2024	Douglas County Sewer District No. 1	Glycol Disposal	12776	2,604.45
1/31/2024	East Wenatchee Water District	Water	12777	405.70
1/31/2024	Executive Flight, Inc.	Tenant Deposit Refund	12779	2,100.00
1/31/2024	FedEx	Documents - US DOT Extension	12781	38.88
1/31/2024	Firefly	Managed Services/Domain Purchase	12782	4,077.11
1/31/2024	Jerry's Auto Supply	Maintenance Supplies	12790	75.01
1/31/2024	Local Tel Communications	Phone/Internet/Cable	12795	535.19
1/31/2024	Moon Security Services, Inc	Security Expenses	12798	87.87
1/31/2024	ODP Business Solutions LLC	Office Chairs	12801	783.23
1/31/2024	Ogden Murphy Wallace, PLLC	Legal Services	12802	1,581.00
1/31/2024	Platt Electric Supply	Terminal Maintenance	12804	241.84
1/31/2024	ProDIGIQ, Inc.	Regulatory Compliance	12805	1,500.00
1/31/2024	Upper Columbia Irrigation District	2023 Irrigation	12812	10,460.00
1/31/2024	Virtower LLC	VirTower Tracking Software	12813	400.00
1/31/2024	Wenatchee Valley Fire Department	Airfield Electricity	12817	892.00
	Net Pangborn Airport			<u><u>\$37,103.13</u></u>

PANGBORN FBO

1/31/2024	AvFuel Corp	Jet Fuel	12757	34,697.26
1/31/2024	Cintas Corporation	Uniforms	12759	121.65
1/31/2024	Home Depot Pro	FBO Supplies	12786	84.57
1/31/2024	Local Tel Communications	Utilities	12795	250.60
	Net Pangborn FBO			<u><u>\$35,154.08</u></u>

PANGBORN BUSINESS PARK

1/31/2024	East Wenatchee Water District	Water	12777	438.50
1/31/2024	Local Tel Communications	Fire Alarm Service	12795	37.74
1/31/2024	North Central ESD	Lighting Project	12800	2,706.63
1/31/2024	Platt Electric Supply	Building Maintenance	12804	171.06
1/31/2024	Upper Columbia Irrigation District	2023 Irrigation	12812	6,800.00
	Net Pangborn Business Park			<u><u>\$10,153.93</u></u>

RPA OFFICE/AVIATION CENTER

1/31/2024	East Wenatchee Water District	Water	12777	243.60
1/31/2024	Inland Fire Protection, Inc.	Building Maintenance	12788	136.78
1/31/2024	Local Tel Communications	Building Maintenance	12795	1,160.20
1/31/2024	TK Elevator Corporation	Building Maintenance	12811	4,365.26
	Net RPA Office/Aviation Center			<u><u>\$5,905.84</u></u>

MANSFIELD AIRPORT

1/31/2024	Virtower LLC	VirTower Tracking Software	12813	400.00
	Net Mansfield Airport			<u><u>\$400.00</u></u>

BUSINESS PARK MAINTENANCE

1/31/2024	Coleman Oil Company	Fuel	12761	182.93
1/31/2024	Jerry's Auto Supply	Maintenance Supplies	12790	20.97
	Net Business Park Maintenance			<u><u>\$203.90</u></u>

**Chelan Douglas Regional Port Authority
Check Register
2024-06**

WATERVILLE AIRPORT

1/31/2024	Douglas County Cemetery District #2	4Q 2023 Interlocal	12774	1,750.00
1/31/2024	Douglas County PUD	Utilities	12775	53.00
1/31/2024	George Tillery	Tenant Deposit Refund	12783	400.00
1/31/2024	Local Tel Communications	Utilities	12795	48.95
1/31/2024	Virtower LLC	VirTower Tracking Software	12813	400.00
	Net Waterville Airport			\$2,651.95

CHELAN AIRPORT

1/31/2024	Lake Chelan Airport	1st Qtr 2024 Airport Operations	12793	12,014.50
1/31/2024	Virtower LLC	VirTower Tracking Software	12813	400.00
	Net Chelan Airport			\$12,414.50

ORONDO RIVER PARK

1/31/2024	Douglas County PUD	Utilities	12775	77.00
1/31/2024	Local Tel Communications	Internet	12795	65.90
	Net Orondo River Park			\$142.90

ADMINISTRATIVE & GENERAL

1/31/2024	Alan Loeb sack	Mileage	12752	57.38
1/31/2024	Amazon Capital Services	Office Supplies	12753	368.19
1/31/2024	Concourse Financial Group Securities	4Q 2023 Investment Management	12764	2,475.00
1/31/2024	CPI Printing	Office Supplies, Business Cards - N Rohrbach	12766	523.14
1/31/2024	Davis Arneil Law Firm, LLP	Legal Services	12770	16,492.00
1/31/2024	DOH Associates	Engineering Services	12772	3,670.04
1/31/2024	Donn Etherington	Mileage/Meals; WPPA Annual Meeting	12773	505.71
1/31/2024	Emily B. Lammert	Mileage/Meals; Coffee for Maintenance/FBO	12778	194.84
1/31/2024	Firefly	Managed Services/Domain Renewals	12782	8,926.43
1/31/2024	J. C. Baldwin	Mileage/Meals; WPPA Annual Meeting	12789	541.03
1/31/2024	Jim Huffman	Mileage	12791	137.75
1/31/2024	Laura Camarillo Reyes	Mileage	12794	42.41
1/31/2024	Local Tel Communications	Telephone	12795	899.98
1/31/2024	Mark M Spurgeon	Mileage	12796	31.57
1/31/2024	Monica Lough	Mileage/Registrations	12797	572.11
1/31/2024	ODP Business Solutions LLC	Office/Moving Supplies	12801	610.87
1/31/2024	Ogden Murphy Wallace, PLLC	Legal Services	12802	2,021.00
1/31/2024	RH2 Engineering, Inc.	Engineering Services	12806	1,397.08
1/31/2024	Richard DeRock	Mileage	12807	17.03
1/31/2024	State Auditor's Office	Audit Services 12/2023	12810	14,866.70
1/31/2024	Washington Finance Officers Association	Membership; M Lough	12814	75.00
1/31/2024	Washington Public Ports Association	2024 Port Membership	12815	13,873.00
1/31/2024	Wenatchee Valley Chamber of Commerce	Community Leadership Program - Olympia	12816	300.00
1/31/2024	Xerox Corporation	Printer Usage	12818	159.84
	Net Administrative & General			\$68,758.10

BUSINESS DEVELOPMENT & MARKETING

1/31/2024	Davis Arneil Law Firm, LLP	Public Records Request	12770	3,193.00
1/31/2024	Go USA, Inc.	Logo Wear	12784	492.81
	Net Business Development & Marketing			\$3,685.81

**Chelan Douglas Regional Port Authority
Check Register
2024-06**

ECONOMIC DEVELOPMENT CONTRACTS - NON PROFITS

1/31/2024	Greater Leavenworth Museum Net Economic Development Contracts	Partners in Economic Development Contract	12785	6,500.00 <u>\$6,500.00</u>
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CAPITAL PROJECTS

1/31/2024	Ardurra	MALSR Construction Assistance	12756	2,600.00
1/31/2024	Ardurra	Taxiway A Realignment	12756	35,898.42
1/31/2024	Ardurra	GA Terminal Plan Review	12756	56.25
1/31/2024	Ardurra	Taxiway B Extension CM Services	12756	91,878.30
1/31/2024	Ardurra	National Guard A & E	12756	1,714.25
1/31/2024	Ardurra	UST Removal A & E	12756	17,925.08
1/31/2024	Bud Clary Ford Hyundai	2024 Ford Pickup	12758	56,966.84
1/31/2024	Coffman Engineers	AFFF Evaluation	12760	5,204.50
1/31/2024	Column Software PBC	Request for Proposals - TIF Consulting	12762	224.14
1/31/2024	Column Software PBC	Invitation to Bid - EF Piping Replacement	12762	806.45
1/31/2024	Column Software PBC	Invitation to Bid - UST Removal	12762	868.40
1/31/2024	Daily Journal of Commerce	Invitation to Bid - AFFF & Suppression Piping	12769	708.90
1/31/2024	DOH Associates	Airlift NW Hangar Project	12772	49,925.00
1/31/2024	DOH Associates	IB9 Roof Repairs A & E	12772	223.50
1/31/2024	Hurst Construction LLC	Terminal Apron Reconstruction	12787	151,417.75
1/31/2024	Ogden Murphy Wallace, PLLC	Malaga Rezone	12802	2,357.00
1/31/2024	Ogden Murphy Wallace, PLLC	Microsoft	12802	589.00
1/31/2024	Ogden Murphy Wallace, PLLC	South End Utilities - LAMIRD	12802	6,698.50
1/31/2024	Ogden Murphy Wallace, PLLC	Malaga Wastewater Plant	12802	1,115.00
1/31/2024	Ogden Murphy Wallace, PLLC	Adcock Property Purchase	12802	2,644.00
1/31/2024	Ogden Murphy Wallace, PLLC	Firing Range Association Property	12802	496.00
1/31/2024	Ogden Murphy Wallace, PLLC	Baker Property Purchase	12802	257.16
1/31/2024	Ogden Murphy Wallace, PLLC	Flying W Holdings Property Sale	12802	899.00
1/31/2024	Ogden Murphy Wallace, PLLC	Cornelius Holdings Property Purchase	12802	155.00
1/31/2024	Pacific Engineering	Executive Flight Apron A & E	12803	6,241.25
1/31/2024	RH2 Engineering, Inc.	Malaga Water Improvements A & E	12806	57,919.81
1/31/2024	RH2 Engineering, Inc.	Cooling Water Disposal Evaluation A & E	12806	25,514.91
1/31/2024	RH2 Engineering, Inc.	Orondo River Park Improvements A & E	12806	1,140.80
1/31/2024	Selland Construction, Inc	Taxiway A Realignment	12808	58,815.04
	Net Capital Projects			<u><u>\$581,260.25</u></u>

TOTAL

\$781,227.75

**Port of Chelan County
Check Register Log
2024 - January**

<u>Date Issued</u>	<u>Register #</u>	<u>Reason</u>	<u>First #</u>	<u>Last #</u>	<u>Amount</u>
1/8/2024	2024-01	General Land Use Application Fees - Malaga	5148	5151	\$ 4,660.00
1/16/2024	2024-02	CERB Loan - Sunset Ave Highway Improvements	5152	5152	\$ 75,780.94
1/30/2024	2024-03	Peshastin Property Purchase - Escrow Deposit	5153	5153	\$ 25,000.00

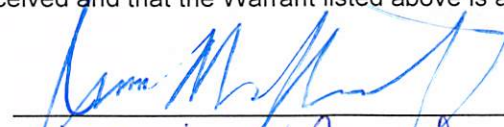
Six Transactions for approval February 13, 2024 total:

\$105,440.94

Voided checks: None

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

Executive Director



Dir. of Finance & Admin.



Commissioner DeRock

Commissioner Baldwin

Commissioner Etherington

**Port of Chelan County
Check Register
2024-01**

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

For approval January 8, 2024 - Checks 5148 - 5151 in the amount of \$ 4,660.00

Jim Kuntz, Executive Director _____

Monica Lough, Director of Finance & Admin _____

<u>Date Issued</u>	<u>Claimant</u>	<u>Purpose</u>	<u>Check #</u>	<u>Amount</u>
1/8/2024	Chelan County Community Development	General Land Use Application Fees - Malaga Properties	5148	\$ 1,165.00
1/8/2024	Chelan County Community Development	General Land Use Application Fees - Malaga Properties	5149	\$ 1,165.00
1/8/2024	Chelan County Community Development	General Land Use Application Fees - Malaga Properties	5150	\$ 1,165.00
1/8/2024	Chelan County Community Development	General Land Use Application Fees - Malaga Properties	5151	\$ 1,165.00

Voided Checks: None

Total: \$ 4,660.00

**Port of Chelan County
Check Register
2024-02**

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

For approval January 16, 2024 - Checks 5152 in the amount of \$ 75,780.94

Jim Kuntz, Executive Director _____

Monica Lough, Director of Finance & Admin _____

Date Issued	Claimant	Purpose	Check #	Amount
1/16/2024	Department of Commerce	CERB Loan - Sunset Ave Highway Improvements	5152	\$ 75,780.94

Voided Checks: None

Total: \$ 75,780.94

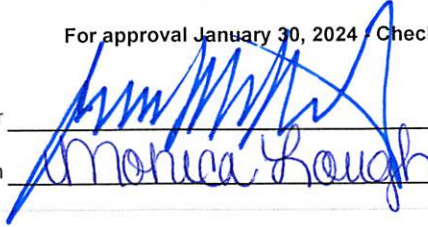
Port of Chelan County
Check Register
2024-03

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

For approval January 30, 2024 - Check 5153 in the amount of \$ 25,000.00

Jim Kuntz, Executive Director _____

Monica Lough, Director of Finance & Admin _____



Date Issued	Claimant	Purpose	Check #	Amount
1/30/2024	CW Title and Escrow	Peshastin Property Purchase - Escrow Deposit	5153	\$ 25,000.00

Voided Checks: None

Total: \$ 25,000.00



CDRPA

Wenatchee SBDC 4th Quarter & Year End Report 2023

Wenatchee SBDC 4th Quarter & Year End Report

	4th Quarter	YTD 2023
Business Starts	1	7
Jobs Created	1	9
Jobs Saved	3	6
Jobs Supported	52	145
Capital Infusion	\$0	\$166,000

Wenatchee SBDC 4th Quarter & Year End Report

	4th Quarter	YTD 2023
Total Clients Advised	31	92
New Clients Advised	16	60
Preventure	16	45
Startups	1	8
In Business	12	39
Contact Hours	145	801
New Client Contact Hours	30	282

Historical Information SBDC Levels of Activity

		Year To Date	
	Contact Hours		Clients Advised
2017	733		79
2018	612		90
2019	429		53
2020	427		53
2021	596		65
2022	744		66
2023	801		92
7 Year Average	620		71

Wenatchee SBDC 4th Quarter & Year End Report

- Thank you for your time today
 - Questions?

Memo

To: Board of Directors

From: Ron Russ

Date: February 8, 2024

Re: Recommendation to Reject Bid – Executive Flight Building –
AFFF and Suppression Piping Replacement

The Executive Flight Building – AFFF and Suppression Piping Replacement project was advertised on January 13th and 20th. As we began to engage with contractors to clarify the intent and scope of the project, it became clear that we didn't allow enough time or budget to complete the full project scope. Staff made several changes to the project scope and schedule to address contractor concerns and try to ensure that we receive competitive bids. The project scope has been changed to omit the replacement of the piping for the wet sprinkler system that serves the Admin/Office areas. Contractors were specifically concerned about the level of effort required to protect existing building finishes and to patch and paint disturbed finishes. In addition, we extended the substantial completion date from May 3, 2024 to May 31, 2024.

Unfortunately, we received only one bid for this project, in the amount of \$1,040,531.60. The contractor, Fireshield, Inc., also provided pricing for the Admin/Office area work that was removed from the project via addendum. Their total price, including this additional work, was \$1,781,662.40 or more than 3 times the estimated construction cost of \$562,429.90.

Staff recommend rejecting Fireshield's bid due to the magnitude of the cost. We will then reevaluate the project scope and look for opportunities to reduce costs.

CONSTRUCTION COST ESTIMATE					DATE PREPARED 1/5/2024		SHEET 1 OF 1	
PROJECT Executive Flight Building - AFFF and Suppression Piping Replacement					Coffman Engineers 751 Osterman Dr. Suite 104 Bozeman, MT 59715 ph: (406) 582-1936 fax: (406) 585-8332			
LOCATION CDRPA East Wenatchee, WA								
DESCRIPTION Fire Suppression Systems								
DISCIPLINE Fire Sprinkler Systems and General Conditions				ESTIMATOR J. Anderson		BASED ON BID DATE: March 1, 2024		
ITEMS	QUANTITY		MATERIAL		LABOR		TOTAL COST	
	No. Units	Unit Meas.	Per Unit	TOTAL	Per Unit	TOTAL		
Main Piping and Controls:								
AFFF Concentrate Piping Replacement	4	Ea	\$1,500.00	\$2,500.00	\$1,280.00	\$1,280.00	\$3,780.00	
AFFF Bladder Replacement	2	Ea	\$5,000.00	\$10,000.00	\$1,920.00	\$3,840.00	\$13,840.00	
Test Header Piping and Isolation Valves	1	Ea	\$3,500.00	\$3,500.00	\$1,920.00	\$1,920.00	\$5,420.00	
Disposal of Drained AFFF and Foam/Water Solution	1	Lot	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$17,000.00	
Disposal of Second Filling/Flusing of Foam/Water	1	Lot	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$17,000.00	
Display Hangar								
Demolition of Existing Piping	1	Lot	\$1,000.00	\$1,000.00	\$6,400.00	\$6,400.00	\$7,400.00	
New Upright Sprinkler and Piping	169	Ea	\$200.00	\$33,800.00	\$160.00	\$27,040.00	\$60,840.00	
Maintenance Hangar								
Demolition of Existing Piping	1	Lot	\$1,000.00	\$1,000.00	\$6,400.00	\$6,400.00	\$7,400.00	
New Upright Sprinkler and Piping	180	Ea	\$200.00	\$36,000.00	\$160.00	\$28,800.00	\$64,800.00	
Admin Area Wet System Piping								
Demolition of Existing Piping	1	Lot	\$1,000.00	\$1,000.00	\$12,800.00	\$12,800.00	\$13,800.00	
New Upright/Sidewall Sprinkler and Piping	51	Ea	\$175.00	\$8,925.00	\$200.00	\$10,200.00	\$19,125.00	
New Pendent Sprinkler and Piping	333	Ea	\$180.00	\$59,940.00	\$200.00	\$66,600.00	\$126,540.00	
Painting and Patching of Walls/Ceilings	1	Lot	\$3,500.00	\$3,500.00	\$3,200.00	\$3,200.00	\$6,700.00	
Remove and Reinstall Accousti Ceiling Tiles	1	Lot	\$1,000.00	\$1,000.00	\$3,200.00	\$3,200.00	\$4,200.00	
Pump Room and Backflow Preventor								
Demolition of Existing Piping	1	Lot	\$250.00	\$250.00	\$1,280.00	\$1,280.00	\$1,530.00	
Relocate 8" RP Backflow and Associated Piping	1	Lot	\$6,500.00	\$6,500.00	\$3,200.00	\$3,200.00	\$9,700.00	
Fire Alarm Work								
Connection of New Tamper Switches to existing System	8	Ea	\$50.00	\$400.00	\$160.00	\$1,280.00	\$1,680.00	
Testing	1	Lot	\$250.00	\$250.00	\$640.00	\$640.00	\$890.00	
General Construction Items:								
Lift Rental	1	Lot	\$9,000.00	\$9,000.00	\$1,920.00	\$1,920.00	\$10,920.00	
General Contractor Project Management/Overhead	1	Lot	\$2,500.00	\$2,500.00	\$50,000.00	\$50,000.00	\$52,500.00	
System Testing/Inspections	3	Ea	\$500.00	\$1,500.00	\$1,280.00	\$3,840.00	\$5,340.00	
O&M and Closeout	1	Lot	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,000.00	
General Conditions (Bond, Ins., Tax)						11%	\$49,764.55	
Escalation to Bid						2%	\$10,043.39	
Generals Overhead & Profit						10%	\$50,216.96	
						TOTAL PAGE 1	\$562,429.90	
GRAND TOTAL							\$562,429.90	

Memo

To: Board of Directors

From: Ron Russ

Date: January 4, 2024

Re: Authorization to Solicit Bids - General Aviation Terminal Apron Underground Storage Tank Removal Project

The General Aviation Terminal Underground Storage Tank Removal project was advertised for bid on January 13th and 20th and bids were opened at 2:00 pm on February 6th. We received 4 bids for this project as reflected on the attached bid tabulation.

Ardurra has reviewed the bids, determined them all to be responsive and responsible, and is recommending award to the apparent low bidder, Peak Environmental, LLC. A detailed analysis of the bids is included in their recommendation of award.

Staff recommend awarding a contract to Peak Environmental, LLC for the General Aviation Terminal UST Removal Project in the amount of \$242,705.89, including WSST. The construction cost estimate for this project was \$264,992.47.

We are still working with Ardurra to finalize their scope of work and fee for construction management and anticipate bringing that to you at the February 27th meeting. At that time, we will also recommend an overall project budget for your approval.



February 8, 2024

Mr. Trent Moyers, Director of Airports
Chelan Douglas Regional Port Authority
One Campbell Parkway, Suite A
East Wenatchee, WA 98802-9233

**RE: Recommendation of Award
Pangborn Memorial Airport – General Aviation Terminal Apron
Underground Storage Tank Removal Project**

Dear Trent:

As specified in the contract documents, sealed bids received by 2:00 p.m. on February 6, 2024, were publicly opened and read aloud. Four (4) bids were received for the project. Ardurra has reviewed all bids that were submitted. A detailed bid tabulation is enclosed for your review. The table below identifies the total for the items of Bid Schedule A, including tax, as this is the basis of award:

Contractor	Bid
SKYCORP, LTD.	\$273,528.97
3 Kings Environmental	\$317,389.78
Peak Environmental, LLC	\$242,705.89
Ultra Tank Services, Inc.	\$319,482.98
Engineer's Estimate	\$264,992.47

The project was bid under a single bid schedule.

Based on our review of the bids, Peak Environmental, LLC is the apparent low bidder. The bid from Peak Environmental is 8.4% below the Engineer's Estimate. The four bids received under this public bid process are within 27% of one another; however, the two low bids are within 12.7% of one another. For this reason, the costs can be deemed fair and reasonable.

It is noted that the bid received from Peak Environmental, LLC contained the following irregularities:

- The WSST amount was reported incorrectly on the Bid Proposal Form by \$0.01. The WSST amount for Subtotal Bid Schedule A and the subsequent Total Bid Schedule A amount are calculated and reported correctly.
- Designation of Subcontractors form was not fully completed.

The second low bid received from SKYCORP, LTD contained the following irregularities:

- The WSST amount was reported incorrectly on the Bid Proposal Form by \$0.01. The WSST amount for Subtotal Bid Schedule A and the subsequent Total Bid Schedule A amount are calculated and reported correctly.
- Designation of Subcontractors form was not fully completed.



The third low bid received from 3 Kings Environmental contained the following irregularities:

- Designation of Subcontractors form was not fully completed.
- Contractor license number was not provided.

The fourth low bid received from Ultra Tank Services, Inc. contained the following irregularity:

- Contractor license number was not provided.

As shown above, all bids contained at least one irregularity.

Based on our review of the bids, we recommend the Airport's legal representative complete a review of the irregularities noted above. In the event the Sponsor's legal representative agrees that the irregularities be waived, we recommend that a contract be awarded to Peak Environmental, LLC as the low, responsive, and responsible bidder.

Should you have any questions, contact us at your convenience.

Sincerely,

Matt McDonald, P.E.
Project Engineer, Ardurra

Attachments:
Bid Tabulations
Bid Matrix

PANGBORN MEMORIAL AIRPORT
GENERAL AVIATION TERMINAL APRON
UNDERGROUND STORAGE TANK REMOVAL PROJECT

BID TABULATION

Bids Opened on February 6, 2024 at 2:00PM PST at Executive Flight - East Wenatchee, WA

Item No.	Item Description	Spec Section	Est. Quantity	Unit of Measure	SKYCORN, LTD.		3 Kings Environmental		Peak Environmental, LLC		Ultra Tank Services, Inc.		Engineer's Estimate	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
A-1	General Construction													
	A) Mobilization (10% max)	C-105	1	L.S.	23,000.00	\$ 23,000.00	\$29,000.00	\$ 29,000.00	\$22,685.00	\$ 22,685.00	\$29,000.00	\$ 29,000.00	\$26,000.00	\$ 26,000.00
	B) Safety Compliance	013513	1	L.S.	\$3,000.00	\$ 3,000.00	\$24,000.00	\$ 24,000.00	\$500.00	\$ 500.00	\$25,730.00	\$ 25,730.00	\$7,000.00	\$ 7,000.00
	C) Temporary Pollution, Soil Erosion, and Siltation Control	C-102	1	L.S.	5,000.00	\$ 5,000.00	\$3,500.00	\$ 3,500.00	\$10,884.00	\$ 10,884.00	\$38,290.00	\$ 38,290.00	\$7,500.00	\$ 7,500.00
A-2	Sitework													
	A) Removing Asphalt Concrete Pavement, 4-inch Depth	WSDOT 2-02	530	S.Y.	25.00	\$ 13,250.00	\$5.00	\$ 2,650.00	\$16.34	\$ 8,660.20	\$32.00	\$ 16,960.00	\$15.00	\$ 7,950.00
	B) Removing Existing Structure: Tanks Q & R	WSDOT 2-02	1	L.S.	39,500.00	\$ 39,500.00	\$32,000.00	\$ 32,000.00	\$35,047.00	\$ 35,047.00	\$17,310.00	\$ 17,310.00	\$55,000.00	\$ 55,000.00
	C) Removing Existing Structure: Tanks W & A	WSDOT 2-02	1	L.S.	9,800.00	\$ 9,800.00	\$9,500.00	\$ 9,500.00	\$35,047.00	\$ 35,047.00	\$8,490.00	\$ 8,490.00	\$20,000.00	\$ 20,000.00
	D) Removing Existing Structure: Tank J	WSDOT 2-02	1	L.S.	4,900.00	\$ 4,900.00	\$5,000.00	\$ 5,000.00	\$8,000.00	\$ 8,000.00	\$1,850.00	\$ 1,850.00	\$4,500.00	\$ 4,500.00
	E) Removing Existing Structure: Tank P	WSDOT 2-02	1	L.S.	4,900.00	\$ 4,900.00	\$5,000.00	\$ 5,000.00	\$8,000.00	\$ 8,000.00	\$1,850.00	\$ 1,850.00	\$4,500.00	\$ 4,500.00
	F) Removing Hazardous and Non Hazardous Liquid and Disposal	WSDOT 2-02	500	GAL	3.00	\$ 1,500.00	\$7.00	\$ 3,500.00	\$8.00	\$ 4,000.00	\$5.00	\$ 2,500.00	\$1.50	\$ 750.00
	G) Unsuitable Material Handling and Disposal	WSDOT 2-03	30	C.Y.	65.00	\$ 1,950.00	\$50.00	\$ 1,500.00	\$50.00	\$ 1,500.00	\$53.00	\$ 1,590.00	\$161.00	\$ 4,830.00
	H) Replace Unsuitable Foundation Material	WSDOT 2-03	750	C.Y.	45.00	\$ 33,750.00	\$60.00	\$ 45,000.00	\$2.00	\$ 1,500.00	\$14.00	\$ 10,500.00	\$55.00	\$ 41,250.00
	I) Hazardous Material Excavation, Handling, and Disposal	WSDOT 2-03	5	TON	400.00	\$ 2,000.00	\$1,000.00	\$ 5,000.00	\$400.00	\$ 2,000.00	\$1,630.00	\$ 8,150.00	\$750.00	\$ 3,750.00
	J) Non-Hazardous Material Excavation, Handling, and Disposal	WSDOT 2-03	48	TON	131.00	\$ 6,288.00	\$150.00	\$ 7,200.00	\$200.00	\$ 9,600.00	\$168.00	\$ 8,064.00	\$161.00	\$ 7,728.00
	K) Roadway Excavation Inc. Haul (Apron)	WSDOT 2-03	600	C.Y.	30.00	\$ 18,000.00	\$60.00	\$ 36,000.00	\$2.00	\$ 1,200.00	\$78.00	\$ 46,800.00	\$10.00	\$ 6,000.00
A-3	Bases													
	A) Crushed Surfacing Base Course	WSDOT 4-04	88	C.Y.	55.00	\$ 4,840.00	\$60.00	\$ 5,280.00	\$69.40	\$ 6,107.20	\$112.00	\$ 9,856.00	\$ 80.00	\$ 7,040.00
	B) Crushed Surfacing Top Course	WSDOT 4-04	103	C.Y.	65.00	\$ 6,695.00	\$55.00	\$ 5,665.00	\$59.30	\$ 6,107.90	\$122.00	\$ 12,566.00	\$ 90.00	\$ 9,270.00
A-4	Flexible Pavements													
	A) HMA Cl. 1/2 in. PG 58V-28	WSDOT 5-04	142	TON	505.00	\$ 71,710.00	\$500.00	\$ 71,000.00	\$439.86	\$ 62,460.12	\$385.00	\$ 54,670.00	\$ 220.00	\$ 31,240.00
A-5	Miscellaneous													
	A) Emulsified Asphalt Tack Coat	WSDOT 5-04	50	GAL	45.00	\$ 2,250.00	\$40.00	\$ 2,000.00	\$12.00	\$ 600.00	\$11.00	\$ 550.00	\$ 3.00	\$ 150.00
Subtotal, Bid Schedule A						\$252,333.00		\$292,795.00		\$223,898.42		\$294,726.00		\$244,458.00
WSST (8.4%)						\$21,195.97		\$24,594.78		\$18,907.47		\$24,756.98		\$20,534.47
TOTAL, BID SCHEDULE A						\$273,528.97		\$317,389.78		\$242,705.89		\$319,482.98		\$264,992.47

*The WSST amount from SKYCORN and Peak Environmental was reported incorrectly on the Bid Proposal Form. The WSST amount for Subtotal Bid Schedule A and the subsequent Total Bid Schedule A amount are calculated and reported correctly.



BID MATRIX

Pangborn Memorial Airport GENERAL AVIATION TERMINAL APRON UNDERGROUND STORAGE TANK REMOVAL PROJECT Bids Opened on February 6, 2024 at 2:00 PM PST at Executive Flight - East Wenatchee, WA

ITEM	SKYCORP, LTD.	3 Kings Environmental	Peak Environmental, LLC	Ultra Tank Services, Inc.	Engineer's Estimate
Bid Schedule A	\$252,333.00	\$292,795.00	\$223,898.42	\$294,726.00	\$244,458.00
Washington State Sales Tax (8.4%)	\$21,195.97	\$24,594.78	\$18,807.47	\$24,756.98	\$20,534.47
Total Bid Schedule A + WSST	\$ 273,528.97	\$ 317,389.78	\$ 242,705.89	\$ 319,482.98	\$ 264,992.47
Bidder's Checklist (filled, signed, dated)	N/A	N/A	N/A	N/A	
Bid Proposal Form	✓	✓	✓	✓	
Bid Schedule A	Tax Error	✓	Tax Error	✓	
Designation of Subcontractors	Incomplete	Incomplete	Incomplete	✓	
Non-Collusion Affidavit	✓	✓	✓	✓	
Joint Venture Statement	N/A	N/A	N/A	N/A	
Disadvantaged Business Enterprise Utilization	N/A	N/A	N/A	N/A	
Bidder Has / Has Not Met DBE Contract Goals	N/A	N/A	N/A	N/A	
Letter(s) of Intent	N/A	N/A	N/A	N/A	
Good Faith Effort	N/A	N/A	N/A	N/A	
Certificate of Buy American Compliance for Manufactured Products	N/A	N/A	N/A	N/A	
Certification of Nonsegregated Facilities	✓	✓	✓	✓	
Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions	✓	✓	✓	✓	
Certification of Compliance with Wage Payment Statutes	✓	✓	✓	✓	
Bidder's Contractor License Number	✓	Not Provided	✓	Not Provided	
Bidders List Information	N/A	N/A	N/A	N/A	
Bid Security (Bid Bond)	✓	✓	✓	✓	
Qualification of Bidder Information	N/A	N/A	N/A	N/A	
Addendum No. 1 Acknowledged	✓	✓	✓	✓	
Addendum No. 2 Acknowledged	✓	✓	✓	✓	
Addendum No. 3 Acknowledged	✓	✓	✓	✓	
Responsive	Yes	Yes	Yes		

Disclaimer: Bid tabulation is considered preliminary and subject to change until CDRPA awards a contract to the low, responsive bidder.

Prepared by: MMM
Date: 2/8/2024

BID MATRIX

Pangborn Memorial Airport

GENERAL AVIATION TERMINAL APRON UNDERGROUND STORAGE TANK REMOVAL PROJECT

Bids Opened on February 6, 2024 at 2:00 PM PST

at Executive Flight - East Wenatchee, WA

ITEM	SKYCORP, LTD.	3 Kings Environmental	Peak Environmental, LLC	Ultra Tank Services, Inc.	Engineer's Estimate
Bid Schedule A	\$252,333.00	\$292,795.00	\$223,898.42	\$294,726.00	\$244,458.00
Washington State Sales Tax (8.4%)	\$21,195.97	\$24,594.78	\$18,807.47	\$24,756.98	\$20,534.47
Total Bid Schedule A + WSST	\$ 273,528.97	\$ 317,389.78	\$ 242,705.89	\$ 319,482.98	\$ 264,992.47
Bidder's Checklist (filled, signed, dated)	N/A	N/A	N/A	N/A	
Bid Proposal Form	✓	✓	✓	✓	
Bid Schedule A	Tax Error	✓	Tax Error	✓	
Designation of Subcontractors	Incomplete	Incomplete	Incomplete	✓	
Non-Collusion Affidavit	✓	✓	✓	✓	
Joint Venture Statement	N/A	N/A	N/A	N/A	
Disadvantaged Business Enterprise Utilization	N/A	N/A	N/A	N/A	
Bidder Has / Has Not Met DBE Contract Goals	N/A	N/A	N/A	N/A	
Letter(s) of Intent	N/A	N/A	N/A	N/A	
Good Faith Effort	N/A	N/A	N/A	N/A	
Certificate of Buy American Compliance for Manufactured Products	N/A	N/A	N/A	N/A	
Certification of Nonsegregated Facilities	✓	✓	✓	✓	
Certification of Offerer/Bidder Regarding Tax Delinquency and Felony Convictions	✓	✓	✓	✓	
Certification of Compliance with Wage Payment Statutes	✓	✓	✓	✓	
Bidder's Contractor License Number	✓	Not Provided	✓	Not Provided	
Bidders List Information	N/A	N/A	N/A	N/A	
Bid Security (Bid Bond)	✓	✓	✓	✓	
Qualification of Bidder Information	N/A	N/A	N/A	N/A	
Addendum No. 1 Acknowledged	✓	✓	✓	✓	
Addendum No. 2 Acknowledged	✓	✓	✓	✓	
Addendum No. 3 Acknowledged	✓	✓	✓	✓	
Responsive	Yes	Yes	Yes		

Disclaimer: Bid tabulation is considered preliminary and subject to change until CDRPA awards a contract to the low, responsive bidder.

Prepared by: MMM

Date: 2/8/2024

Memo

To: Jim Kuntz, CEO
From: Trent Moyers, Director of Airports
Date: February 1, 2024
Re: Runway 12/30 Reconstruction Timeline

Below is list of milestones with estimated completion dates associated with the upcoming runway reconstruction:

Phase I Design

- Scope of work and fee for design approved by FAA: 1/22/24
- Task order - Phase 1 design authorized by CDRPA: 2/13/24
- Submit FAA (BIL-AIG) grant application for phase 1: 2/16/24

Phase II Design & Construction

- Task order - Phase 2 design authorized by CDRPA: 10/01/24
- Submit FAA (AIP) grant application for phase 2 design and construction.

Attached is a preliminary funding plan and project milestones for your review.

**Chelan Douglas Regional Port Authority
Pangborn Airport
Reconstruction of Runway 12/30**

What is it going to cost?

FAA	\$31,000,000
CDRPA	<u>\$ 3,444,445</u>
	\$34,444,445

FAA Funding Tranches:

- **2024 - \$1,000,000**
- **2025 - \$18,000,000**
- **2028 - \$12,000,000**

What is going to be the Regional Port Financial contributions:

- **5% Match?**
- **10% Match?**
- **Greater?**

Is the reconstruction of the runway going to be completed in one construction season or two?

If the project is built in one construction season the Regional Port will need to carry some \$12,000,000 in debt until 2028.

Can the Regional Port obtain a Certificate of Participation from the FAA?

Preliminary Milestones

Final Design Completion – December 2024

Solicit Construction Bids – January/February 2025

Build 2025 Construction Season



**Pangborn Memorial Airport A/E Services
Task Order 24-01
Reconstruct Runway 12-30 - Phase I Design**

Task Order No.: 24-01

Schedule

NTP #1: February 14, 2024

NTP #2: TBD

Deliverables: See Schedule below

NTP #1 Fee (Lump Sum): \$1,134,317
NTP #2 Fee (Lump Sum): \$590,943

PROJECT UNDERSTANDING

Muc of the pavement on Runway 12/30 at Pangborn Memorial Airport is in poor condition and requires reconstruction. The runway also does not meet current design standards due to cross slope and elevation relative to the parallel taxiway. The Chelan Douglas Regional Port Authority (Sponsor) intends to reconstruct the runway to meet current design standards and enhance safety. This task order provides for preliminary design of the upcoming runway reconstruction project, including project administration, data gathering, preliminary engineering, and grant closeout.

Phase 1 design will be funded with Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grant (AIG) Allocated funds, supplemented with local funds. Phase 2 design, bidding services, and construction management are not included; and will be part of a future task order. Total design costs are estimated at \$1.725 million.

Due to funding constraints at the port, two notices to proceed will be issued for this project. Notice to proceed (NTP) #1 will be issued 2/14/2024 and will include the portion of the work that will be funded by the BIL grant. This will include Phases 1-4 of the project (through Preliminary Design). NTP #2 will be issued at a later date, after grants from previous years have been closed out and cash is available to fund the remainder of the work. The exact date of this NTP is not known at this time, but must be made no later than late summer 2024 in order to meet FAA bidding deadlines.

ITEMS TO BE COMPLETED BY CONSULTANT

Ardurra (formerly T-O Engineers) proposes to provide services as described in the Scope of Work dated November 2023 (attached as Exhibit A). The project schedule provided in the SOW is modified as follows:

PROJECT SCHEDULE

ACTIVITY	COMPLETION DATE
Scope of Work approved by Sponsor and FAA	Nov 2023
Fee Estimate and Independent Fee Estimate (IFE) Review	Jan 2024
Scope and Fee Concurrence from FAA	Jan 22, 2024
Signed Task Order / NTP #1	Feb 14, 2024
Submit FY 24 BIL-AIG Grant Application	Feb 15, 2024
Geotechnical Investigation and Field Survey	Feb-Mar 2024
Alternative Analysis / Presentation of Alternatives #1	May 2024
Revisions / Presentation of Alternatives #2	June 2024
35% Design Submittal	August 2024
NTP #2	August 2024
75% Design Submittal	October 2024
100% Design Submittal	January 1, 2025

Note: Dates are subject to change based on the funding environment and FAA review times.

Fees

Ardurra Fees are described in detail in Exhibit B.

Subconsultant fees are described in detail in Exhibits C, D and E.

Title	Total Hours	Burdened Labor	Cost
<i>Principal</i>	504	\$303.72	\$153,076.15
Project Manager	958	\$206.59	\$197,915.14
Project Engineer	1,338	\$162.98	\$218,069.54
Staff Engineer	2,410	\$149.00	\$359,100.80
Inspector	337	\$160.17	\$53,978.42
Drafter / CAD Designer	2,528	\$118.95	\$300,710.15
Survey Manager	48	\$169.47	\$8,134.56
Survey Crew	196	\$129.12	\$25,307.52
Administrative	222	\$133.61	\$29,660.74
<i>Totals</i>	8,541		\$1,345,953.01
<i>Total Labor Fee:</i>		\$1,345,953.01	
<i>Reimbursable Expenses:</i>		\$28,425.00	
<i>Subconsultant Expense (RH2):</i>		\$281,874.01	
<i>Subconsultant Expense (Strata):</i>		\$61,243.43	
<i>Subconsultant Expense (GeoTerra):</i>		\$7,765.00	
Total Fee			\$1,725,260.45

* The fee for services rendered will be paid on a lump sum basis.

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

Jim Kuntz, CEO
Chelan Douglas Regional Port Authority

Dave Mitchell, Aviation Services Manager, Northwest
Ardurra Group, Inc.

Date: _____

Date: _____

NTP #1 and #2 will be issued by email or other written correspondence.

Memo

To: Board of Directors

From:  Jim Kuntz

Date: February 8, 2024

Re: Memorandum of Understanding – Regional Port and
Washington State Army National Guard

Please find enclosed a Memorandum of Understanding (MOU), which provides a general framework of responsibilities regarding the land acquisition and the future construction of a National Guard facility at Pangborn Memorial Airport.

I signed the original MOU back in July 2022 as it does not commit the Regional Port to expenditures beyond my current authorities.

This updated MOU is similar, but as this project begins to take shape, I believe having the Board review would be appropriate.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONSTRUCTION AND FACILITIES MANAGEMENT OFFICE
AND
CHELAN-DOUGLAS REGIONAL PORT AUTHORITY

SUBJECT: Real Estate Interests at Pangborn Memorial Airport

1. **BACKGROUND:** The Washington Army National Guard (WAARNG) seeks to relocate Army Aviation Support Facility (AASF) #2 from Fairchild Air Force Base (FAFB) to the Pangborn Memorial Airport in Wenatchee, WA. On 01 September 2023, the WAARNG Construction and Facilities Management Office (CFMO) entered into a long-term lease agreement for the utilization of the Executive Flight Facility with the Chelan-Douglas Regional Port Authority (CDRPA), and WAARNG continues to pursue the acquisition of land at the Pangborn Memorial Airport in support of future military construction (MILCON) that would provide a permanent location for AASF #2.

2. **AUTHORITIES:** Washington legislative approval grants the Washington Military Department (WMD) the authority to enter into purchase and sale agreements (PSAs) for land acquisition. WMD received authority in the State 23-25 biennium to execute a PSA with CDRPA for the acquisition of approximately 28 acres of land at Pangborn Memorial Airport.

3. **PURPOSE:** The purpose of this memorandum is to outline WAARNG land acquisition plans in support of a MILCON project request for AASF #2 in federal fiscal year 2024. This MOU will serve as the "intent to acquire" documentation for MILCON review purposes. This MOU supersedes the MOU dated July 2022 between CFMO and CDRPA, mainly due to the original MOU having an expiration date of 30 June 2023, and because CFMO has since entered into the long-term lease for the Executive Flight Facility.

4. **UNDERSTANDING OF THE PARTIES:**

a. **CDRPA:**

(1) Develop a plan for bringing utilities to the site being acquired by WMD.

(2) Determine cost share of utility infrastructure extension and provide cost estimate to WMD prior to entering into any utility construction contracts.

(3) Work with the Greater Wenatchee Irrigation District to relocate the 24" irrigation line that runs through the land acquisition site.

(4) Engage with Central Washington University (CWU) on their interest in a joint-use facility with the WAARNG. The intention would be for CWU to contribute state funds for the construction of additional square footage on the future AASF #2 facility to be used exclusively by the CWU aviation program. WMD supports CWU constructing and occupying a portion of the AASF #2 facility as it will have a direct benefit to recruitment for the WAARNG.

(5) Participate in the site development plan and facility design process for AASF #2 and advise CFMO of any local, state, or federal regulatory requirements relating to aviation activities.

SUBJECT: Real Estate Interests at Pangborn Memorial Airport

(6) Assist CFMO with the conditional use permitting process for the proposed new AASF #2 construction.

(7) Complete a phase 1 environmental site assessment (ESA) to determine suitability of land area for future construction.

b. CFMO:

(1) Develop and submit a MILCON project request for AASF # 2 with Readiness Center attributes in the first available MILCON submission cycle after the land acquisition is complete.

(2) Program Military Construction (MILCON) funds for WMD's proportional share of utility infrastructure costs, including the relocation of the 24" irrigation line, necessary to facilitate construction of the future AASF #2.

(3) Provide information and data to CDRPA relevant to proposed facility dimensions and utility demand for the future AASF #2 facility, number of full-time WAARNG personnel that will occupy the facility, number of traditional personnel that will occupy the facility during a monthly inactive duty training (IDT) period, the estimated frequency of WAARNG aviation operations, and any other information relevant to AASF #2 activities at the request of CDRPA.

(4) Identify all non-aviation activities that could potentially be relocated to the proposed AASF #2 facility, such as a G3 operations detachment, and capture all potential space authorization allowances during MILCON project development.

(5) In conjunction with CDRPA, verify environmental condition of property (ECP) through the execution of a phase 1 environmental site assessment.

(6) In conjunction with CDRPA, pursue a partnership with the Wenatchee Valley Fire Department (WVFD) for the potential co-use of land with the intention of securing legislative support for state funds for AASF #2. Partnered co-use could potentially be the relocation of WVFD rotary operations, structural fire response station, aircraft rescue and firefighting (ARFF) station, or any combination thereof.

5. GENERAL PROVISIONS:

a. Points of Contact:

(1) CFMO Facility Operations Branch Chief. Mr. Shaun Barclay, (253) 512-8147, shaun.barclay.mil@army.mil.

(2) CDRPA Director of Airports. Mr. Trent Moyers, (509) 884-4700, trent@cdrpa.org.

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

SUBJECT: Real Estate Interests at Pangborn Memorial Airport

(4) AASF #2 Commander. CPT Taylor Payne, (253) 912-3861, taylor.m.payne.mil@army.mil.

b. Intention: WAARNG seeks to purchase approximately 28 acres of land from CDRPA for the purpose of constructing a new AASF #2 facility at the Pangborn Memorial Airport. It is expected the MILCON project will compete for funding in federal fiscal year 2031.

c. Funds and Manpower: This MOU does not document or provide for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources.

d. Modifications of MOU: Any modification to this MOU requires signatures by both Parties.

e. Disputes: Any disputes arising from this MOU will be addressed directly between the Parties.

f. Termination of Understanding: Termination of this MOU is to be formally addressed by a subsequent memorandum, signed by both Parties, that outlines the reason behind the termination. Grounds for termination can include convenience by either Party.

g. Entire Understanding: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter. It is also expressly understood that as of the date this memorandum is signed, both Parties agree that the contents of the MOU are in the best interests of the respective organizations, and that all efforts will be put forth to ensure the success of the land acquisition.

h. Effective Date: This MOU takes effect the day after both Parties have signed.

j. Expiration Date: 30 June 2025.



ADAM M. IWASZUK
Director, CFMO
WA Army National Guard

19 DEC 2023

(Date)

JAMES M. KUNTZ
Chief Executive Officer
Chelan-Douglas Regional Port Authority

(Date)

Memo

To: Board of Directors

From: Stacie de Mestre

Date: February 7, 2024

Re: Pangborn Airport Taxiway B Waterline – Bill of Sale

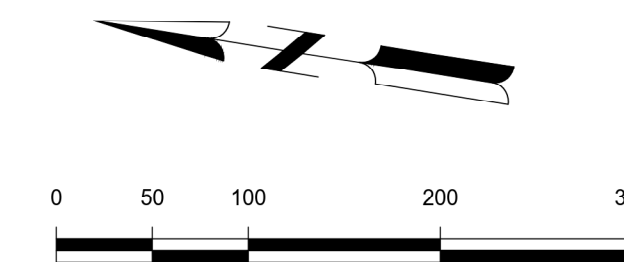
A component of the Taxiway B project was installing a new waterline beneath Airside Way – see attached for the record drawing. While Airside Way is a private road, the East Wenatchee Water District requested the waterline be public. Per the Developer Extension Agreement, once the improvements are completed, they are to be deeded over to the water district via a Bill of Sale. A draft of the Bill of Sale is attached, the final Bill of Sale will be provided at Tuesday's meeting.

Staff is seeking Board authorization to execute the Bill of Sale and deed the waterline improvements for Taxiway B over to the East Wenatchee Water District.

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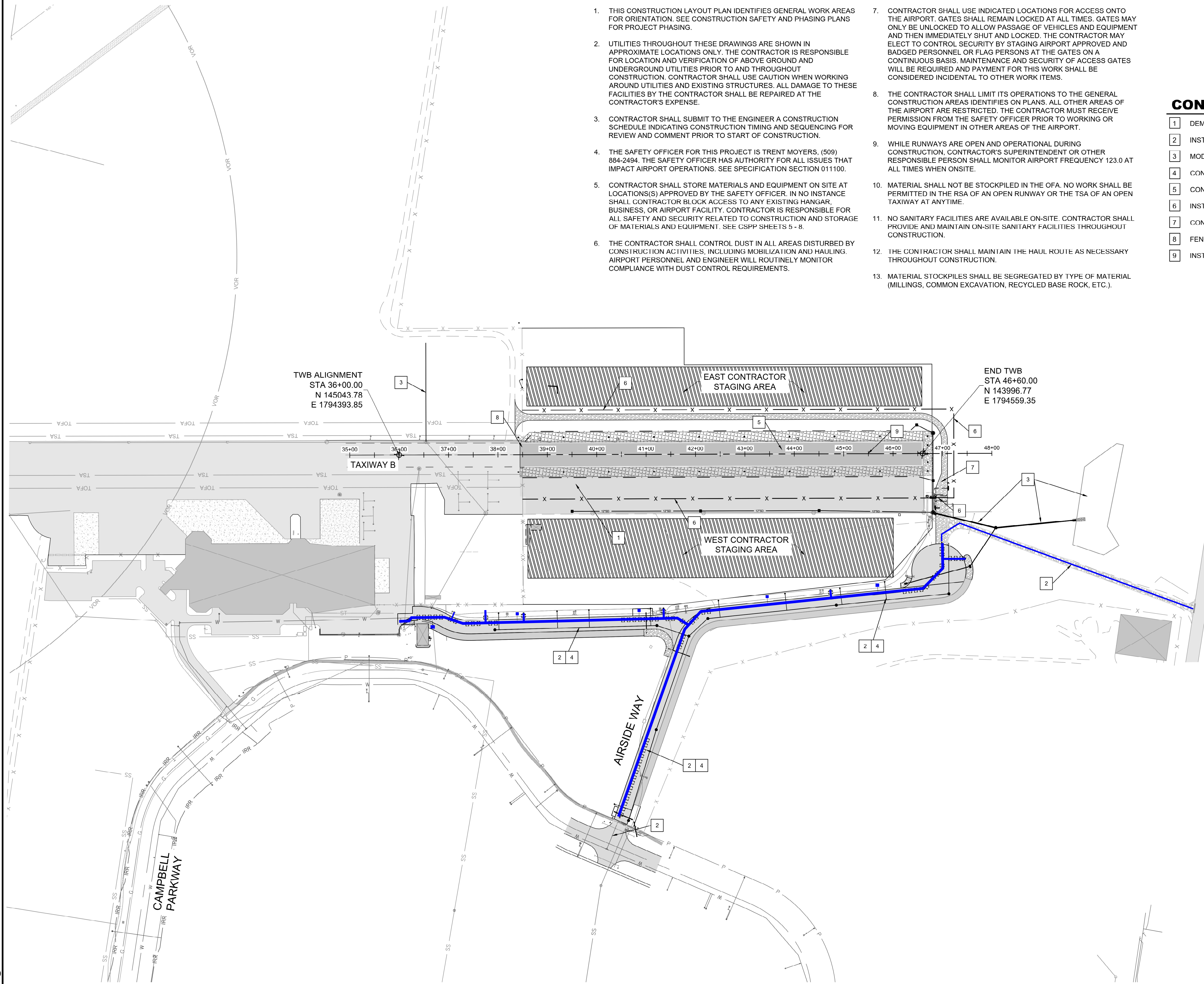
NOTES

- THIS CONSTRUCTION LAYOUT PLAN IDENTIFIES GENERAL WORK AREAS FOR ORIENTATION. SEE CONSTRUCTION SAFETY AND PHASING PLANS FOR PROJECT PHASING.
- UTILITIES THROUGHOUT THESE DRAWINGS ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR IS RESPONSIBLE FOR LOCATION AND VERIFICATION OF ABOVE GROUND AND UNDERGROUND UTILITIES PRIOR TO AND THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL USE CAUTION WHEN WORKING AROUND UTILITIES AND EXISTING STRUCTURES. ALL DAMAGE TO THESE FACILITIES BY THE CONTRACTOR SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL SUBMIT TO THE ENGINEER A CONSTRUCTION SCHEDULE INDICATING CONSTRUCTION TIMING AND SEQUENCING FOR REVIEW AND COMMENT PRIOR TO START OF CONSTRUCTION.
- THE SAFETY OFFICER FOR THIS PROJECT IS TRENT MOYERS, (509) 884-2494. THE SAFETY OFFICER HAS AUTHORITY FOR ALL ISSUES THAT IMPACT AIRPORT OPERATIONS. SEE SPECIFICATION SECTION 011100.
- CONTRACTOR SHALL STORE MATERIALS AND EQUIPMENT ON SITE AT LOCATIONS(S) APPROVED BY THE SAFETY OFFICER. IN NO INSTANCE SHALL CONTRACTOR BLOCK ACCESS TO ANY EXISTING HANGAR, BUSINESS, OR AIRPORT FACILITY. CONTRACTOR IS RESPONSIBLE FOR ALL SAFETY AND SECURITY RELATED TO CONSTRUCTION AND STORAGE OF MATERIALS AND EQUIPMENT. SEE CSPP SHEETS 5 - 8.
- THE CONTRACTOR SHALL CONTROL DUST IN ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING MOBILIZATION AND HAULING. AIRPORT PERSONNEL AND ENGINEER WILL ROUTINELY MONITOR COMPLIANCE WITH DUST CONTROL REQUIREMENTS.
- CONTRACTOR SHALL USE INDICATED LOCATIONS FOR ACCESS ONTO THE AIRPORT. GATES SHALL REMAIN LOCKED AT ALL TIMES. GATES MAY ONLY BE UNLOCKED TO ALLOW PASSAGE OF VEHICLES AND EQUIPMENT AND THEN IMMEDIATELY SHUT AND LOCKED. THE CONTRACTOR MAY ELECT TO CONTROL SECURITY BY STAGING AIRPORT APPROVED AND BADGED PERSONNEL OR FLAG PERSONS AT THE GATES ON A CONTINUOUS BASIS. MAINTENANCE AND SECURITY OF ACCESS GATES WILL BE REQUIRED AND PAYMENT FOR THIS WORK SHALL BE CONSIDERED INCIDENTAL TO OTHER WORK ITEMS.
- THE CONTRACTOR SHALL LIMIT ITS OPERATIONS TO THE GENERAL CONSTRUCTION AREAS IDENTIFIED ON PLANS. ALL OTHER AREAS OF THE AIRPORT ARE RESTRICTED. THE CONTRACTOR MUST RECEIVE PERMISSION FROM THE SAFETY OFFICER PRIOR TO WORKING OR MOVING EQUIPMENT IN OTHER AREAS OF THE AIRPORT.
- WHILE RUNWAYS ARE OPEN AND OPERATIONAL DURING CONSTRUCTION, CONTRACTOR'S SUPERINTENDENT OR OTHER RESPONSIBLE PERSON SHALL MONITOR AIRPORT FREQUENCY 123.0 AT ALL TIMES WHEN ONSITE.
- MATERIAL SHALL NOT BE STOCKPILED IN THE OFA. NO WORK SHALL BE PERMITTED IN THE RSA OF AN OPEN RUNWAY OR THE TSA OF AN OPEN TAXIWAY AT ANYTIME.
- NO SANITARY FACILITIES ARE AVAILABLE ON-SITE. CONTRACTOR SHALL PROVIDE AND MAINTAIN ON-SITE SANITARY FACILITIES THROUGHOUT CONSTRUCTION.
- THE CONTRACTOR SHALL MAINTAIN THE HAUL ROUTE AS NECESSARY THROUGHOUT CONSTRUCTION.
- MATERIAL STOCKPILES SHALL BE SEGREGATED BY TYPE OF MATERIAL (MILLINGS, COMMON EXCAVATION, RECYCLED BASE ROCK, ETC.).



CONSTRUCTION ITEMS

- DEMOLITION, MILLING AND REMOVAL OF EXISTING PAVEMENT.
- INSTALL UTILITIES.
- MODIFY DRAINAGE AND CONSTRUCT STORMWATER TREATMENT AREA.
- CONSTRUCT ACCESS ROAD.
- CONSTRUCT NEW PAVEMENT SECTION ON TAXIWAY B.
- INSTALL PERIMETER FENCE AND GATES.
- CONSTRUCT SERVICE ROAD.
- FENCE REMOVAL.
- INSTALL PAVEMENT MARKINGS.



8TH ST. S.E

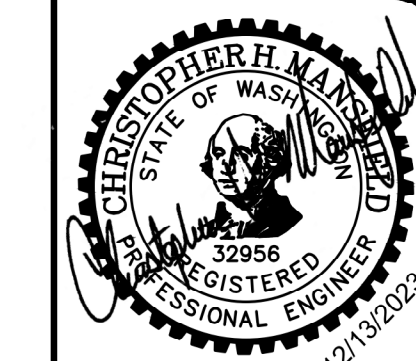
LEGEND

- EXISTING PAVEMENT
- PROPOSED PAVEMENT
- EXISTING BUILDING
- CONTRACTOR STAGING AREA
- VOR RADIUS

RECORD DRAWING

This record drawing has been prepared, in part, based on information furnished by others. While this information is believed to be reliable, the DESIGN PROFESSIONAL cannot assure its accuracy, and thus is not responsible for the accuracy of this record drawing or for any errors or omissions which may have been incorporated into it as a result. Those relying on this record document are advised to obtain independent verification of its accuracy before applying it for any purpose.

Date: 12/12/23
ARDURRA GROUP, INC



BORDER SIZE	22"x34"	DATE	4/20/23	ADL	6/20/23	CSH	12/20/23	XXX	12/13/2023	CHM
DESIGNED		ISSUED FOR BIDS								
DRAWN		ADDENDUM 2								
CHECKED		RECORD DRAWINGS								
APPROVED										

ARDURRA
1717 S. RUSTLE STREET, SUITE 201
SPOKANE, WA 99224
509-319-2580 | WWW.ARDURRA.COM

**PANGBORN MEMORIAL AIRPORT
TAXIWAY B EXTENSION &
EXECUTIVE HANGAR SITE
CONSTRUCTION LAYOUT PLAN**

ATTENTION: 1/2"
IF THIS BAR DOES NOT MEASURE
1" ON 22x34 SHEET or 1/2" ON
11x17 SHEET, THEN DRAWING IS
NOT TO SCALE

Date: December 12, 2023
PROJECT: 220095-22-08
SHEET: 4 OF 53

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS: that the undersigned individuals, known as the party of the first part, hereinafter designated "Vendor", in fulfillment of the Developer Extension Agreement dated _____, of Vendee, for and in consideration of the sum of \$ _____ lawful money of the United States, in hand paid by EAST WENATCHEE WATER DISTRICT, DOUGLAS COUNTY, WASHINGTON, party of the second part, hereinafter designated "Vendee", do by these presence grant, bargain, sale and deliver under the Vendee, the following described personal property affixed to and located in Section____, Township____North, Range____East, W.M., being the mainline extension _____ in Douglas County, Washington, to-wit:

See Exhibit A attached hereto.

TO HAVE AND TO HOLD the same unto the Vendee, its successors and assigns forever. And the Vendor, jointly and severally, and their respective successors and assigns, covenant and agree to and with the Vendee, its successors and assigns, that the Vendor is the Owner of said property, and has good right and authority to sell the same, and that it will, and does hereby warrant and agree to defend the sale thereof hereby made unto the Vendee, its successors and assigns, against all and every person or persons whomsoever, lawfully claiming or to claim the same.

Vendor further warrants, represents, covenants and agrees with the Vendee that said personal property and facilities are fit for the purposes intended: To-wit, for use as a water distribution system adequate for the service intended, and have been constructed in accordance with the conditions and standards of the District.

Vendor further covenants and agrees with the Vendee to replace, repair, and correct any defect in work or materials in respect to the personal property subject to the Bill of Sale arising during a period of two (2) years from date hereof, without costs to Vendee.

Vendor agrees that the dollar value of these improvements is \$ _____.

IN WITNESS WHEREOF, Vendor has hereto affixed the hands and seals on the _____ day of _____, 20_.

By _____

By _____

By _____

EXHIBIT A

Taxiway B Extension & Executive Hangar Site WATER MAIN EXTENSION

ALONG	FROM	TO	SIZE	LENGTH
Airside Way	Campbell Parkway	Cul-de-sac	12-inch ductile iron	1,000 feet
Pond Access Road	Cul-de-sac	8 th Street SE	2-inch polyethylene	575 feet
Airside Way	Executive Flight parking lot	Airside Way Intersection	12-inch ductile iron	600 feet

And all fire hydrants, water services, valves and other water system appurtenances.

Memo

To: Board of Directors

From: Nick Rohrbach

Date: February 8, 2024

Re: Authorization to Solicit Qualifications - General Architectural Services

In the past, Staff has retained an architect to perform general architectural services as needed. Such services may include:

- Performing analysis of existing site conditions including existing structures and utility services
- Creating schematic designs for projects during their initial development
- Developing construction documents for projects approved in the capital budget
- Developing and updating construction cost estimates
- Assisting with public works bid process and analysis
- Providing construction administration services

The previous general architectural services contract has expired. Staff has prepared the attached Request for Qualifications (RFQ) to select a firm to issue a new contract to. Please note, the CDRPA retains the right to solicit architectural services on a per project basis if desired.

Below is the proposed schedule:

Issue RFQ: 2/15/2024

RFQs Due: 3/7/2024

Review/Rank Qualifications: Week of 3/11/2024

Contract Negotiations: 3/11/24 – 3/22/24

Board Approval on Professional Services Agreement: 3/26/2024

Per the CDRPA Purchasing and Contracting Policy, Staff is seeking Board approval to solicit qualifications for General Architectural Services.



**REQUEST FOR QUALIFICATIONS
GENERAL ARCHITECTURAL SERVICES
2024-2026**



**Chelan Douglas Regional Port Authority
One Campbell Parkway, Suite A
East Wenatchee, WA 98802
509-884-4700 / stacie@cdrpa.org & nick@cdrpa.org**

**Issue Date: February 15, 2024
Responses Due By: March 7, 2024 at 1:00 PM**

SECTION I: PURPOSE

The Chelan Douglas Regional Port Authority (CDRPA) is requesting statements of qualifications (RFQ) from qualified and licensed architectural firms to provide general services for the period between 2024 to 2026. This RFQ is intended for services covering a variety of projects, across various CDRPA properties or CDRPA funded projects.

The CDRPA is the first of its kind in Washington and is the principal economic development agency for Chelan and Douglas Counties located in North Central Washington. The Port of Chelan County and the Port of Douglas County voted to functionally consolidate as of January 1, 2020, and operate as an independent government entity under the provisions of Title 53 of the Revised Code of Washington (RCW). The CDRPA's mission is to "Work Together to Enhance the Economic Vitality of North Central Washington" to create living-wage jobs, stimulate private sector capital investment, and enhance the economic well-being of families in the communities within Chelan and Douglas Counties.

SECTION II: BACKGROUND

The CDRPA owns and operates multiple commercial and industrial properties in both Chelan and Douglas counties. These properties periodically require maintenance, upgrades, or tenant improvements which must be designed and coordinated by a licensed architect.

Representative projects include:

- Schematic design and cost estimating services for building envelope upgrades to a 2,000 square foot commercial building;
- Investigation of roof leaks at 60,000 square foot office building/airplane hangar followed by design of repair and issuance of bid package;
- Assistance in specification and bid package preparation for carpet replacement in 5,000 square foot commercial building;
- Design of commercial tenant improvements ranging from 2,000 – 10,000 square feet;
- Design and management of roof replacement projects ranging from 5,000 square feet to 20,000 square feet;
- Design of landscaping improvements around commercial buildings or in an established business park; and
- Conceptual design and site layout assistance for business prospects.

Companies offering professional architectural services that can meet the needs of the representative projects are encouraged to submit for this RFQ.

SECTION III: SCOPE OF SERVICES

The CDRPA is seeking to enter into a Professional Services Agreement (PSA) with a consultant who can best demonstrate experience and ability to perform the following general services:

- Perform analysis of existing site conditions including existing structures and utility services;
- Create schematic designs for CDRPA Board approval;
- Develop 100% construction documents with regular CDRPA check in/review meetings;
- Develop and update construction cost estimates;
- Submit applicable permit application(s) with authorities having jurisdiction (AHJs);
- Assist with bid preparation and bid analysis; and
- Provide construction administration services.

Projects will range in size from \$5,000 - \$300,000+. Individual task authorizations (TA) will be awarded to the selected consultant, as projects are assigned or requested by the CDRPA. The initial contract term will be two (2) years, with an option to extend it for an additional year.

Please note, the CDRPA reserves the right to competitively solicit architectural services on a per project basis.

SECTION IV: REQUIRED CONTENTS OF PROPOSAL

1. **Cover Letter:** Provide a letter of introduction with a brief description of your firm, indicating the primary office location for servicing this contract, the type of firm, areas of specialization, the project lead, and any other key staff members.
2. **Firm Overview:** Provide general information about the history of the firm, overview of qualifications pertinent to this RFQ, demonstration of comparable services for similar projects including public works experience.
3. **Key Personnel:** Include the biographies of personnel to be assigned to the contract and indicate what role they will assume. Directly outline how the experience and skills of these individuals would be utilized to complete the type of work outlined herein. The chosen firm will demonstrate they have personnel available to perform this work that have significant experience with similar projects.
4. **Contact Information:** Include a company name and address, a contact name and title of the principal individual responsible for the RFQ response, appropriate phone numbers, email addresses, and website addresses. Identify and provide contact information for key sub-consultants who you frequently work with. Successful architect has the ability to select sub consultant teams on a per project basis without approval of the CDRPA.

5. **Understanding of Scope of Work:** Provide the Firm's understanding of the scope of work and needs of the CDRPA as described herein.
6. **References:** Provide reference information and brief project descriptions for at least three (3) recent or current clients. Reference projects should be completed within the last five (5) years and be similar in nature to the project described in this RFQ. Please include the following information:
 - Name of client;
 - Name and title of primary contact for client;
 - Telephone number, email address, and mailing address of the client's primary contact;
 - A brief description of the types of services provided including scope, duration, budget, and current status; and
 - Examples of deliverables (drawings, renderings, before/after photos, cost estimates, etc.).

SECTION V: TIMELINE AND SUBMISSION PROCEDURES

This RFQ will be advertised on February 15 and 22, 2024. Prospective proposers are encouraged to contact the CDRPA with questions. Please email stacie@cdrpa.org and nick@cdrpa.org.

Qualified applicants shall submit one (1) electronic copy (USB drive or email) to:

Stacie de Mestre and Nick Rohrbach
Chelan Douglas Regional Port Authority
285 Technology Center Way, Suite 202
Wenatchee, WA 98801
Stacie@cdrpa.org and nick@cdrpa.org

All submittals must be received no later than Thursday, March 7, 2024, prior to 1:00 PM. All proposers are notified that the CDRPA board must review and approve the solicitation and award for this contract in accordance with CDRPA contracting policies.

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

All proposals received shall be deemed public records as defined in Chapter 42.56 RCW, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right-

hand corner of the page.

The Regional Port is extensively covered by the local media outlets in North Central Washington. Materials submitted to the Regional Port are likely to be reported on by various media outlets.

SECTION VI: SELECTION CRITERIA

The top firm will be selected based on the submitted proposal meeting the above Section IV requirements. The CDRPA reserves the right to contact proposers to seek clarification on any aspect of their proposal and to conduct interviews at their discretion. The selection criteria and weighting factor will be:

- Qualifications of key personnel (30%);
- Demonstrated staffing and resource capacity to meet CDRPA timeline (20%);
- Experience with public works projects (20%);
- Experience completing projects of comparable scope, budget, and complexity (15%);
- Clarity of proposal (10%); and
- Discretionary (5%).

All questions shall be directed to Stacie de Mestre and Nick Rohrbach via email at

stacie@cdrpa.org and nick@cdrpa.org

Memo

To: Board of Directors

From: Nick Rohrbach

Date: February 8, 2024

Re: Authorization to Solicit Qualifications - Trades District Inspector

A condition of the Federal EDA Grant for the Trades District Project requires an independent project inspector to confirm the construction is in compliance with the plans and specifications. Staff has decided to also include special inspections and material testing with this scope of work. The attached RFQ has been prepared to solicit qualified firms to perform these services during the course of the Trades District project.

Below is the proposed schedule for the Trades District Project Inspector:

Issue RFQ: 2/15/2024
RFQs Due: 3/7/2024
Review/Rank Qualifications: Week of 3/11/2024
Contract Negotiations: 3/11/24 – 3/22/24
Board Approval on Professional Services Agreement: 3/26/2024
Project Estimated Completion: Q4 2024

Per the CDRPA Purchasing and Contracting Policy, Staff is seeking Board approval to solicit qualifications for the Trade District Project Inspector.



REQUEST FOR QUALIFICATIONS

PROJECT INSPECTOR and SPECIAL INSPECTION/TESTING SERVICES TRADES DISTRICT PROJECT



Chelan Douglas Regional Port Authority
One Campbell Parkway, Suite A
East Wenatchee, WA 98802
509-884-4700 / stacie@cdrpa.org and nick@cdrpa.org

Issue Date: February 15, 2024
Responses Due By: March 7, 2024

All interested proposers must notify stacie@cdrpa.org and nick@cdrpa.org to be included on the Proposer List and receive any additional information or updates regarding this RFQ.

SECTION I: PURPOSE

The Chelan Douglas Regional Port Authority (CDRPA) is requesting statements of qualifications from qualified consultants to provide project inspection services, which includes construction administration services along with special inspection and testing tasks for the Trades District project located at 676 S Billingsley Dr. East Wenatchee, WA 98802.

SECTION II: PROJECT BACKGROUND

The Architect of Record for the Trades District project is Design West Architects. Design West will be performing limited construction administration duties on the project. The project will generally consist of retrofitting existing, partially completed buildings and new building construction on new foundations, an internal road for vehicle traffic circulation, utility installations and landscaping. Retrofit includes enclosing the building's covered area, adding a rollup door, adding square footage, an ADA restroom and meeting energy standards.

This project is funded by a series of state and federal grants and loans. The primary funding source is a federal Economic Development Administration (EDA) grant. The grant requires an independent project inspector to confirm the construction is in compliance with the project specifications and plans. The project inspector will also be responsible for special inspections and material testing – this work is likely to be subcontracted out. The agreement for the project inspection services will be a not to exceed (NTE) time and materials (T&M) contract.

Proposers can request permit drawing package via email to stacie@cdrpa.org and nick@cdrpa.org.

SECTION III: SCOPE OF SERVICES

The CDRPA is seeking to enter into a Professional Services Agreement with a consultant who can best demonstrate experience and ability to perform the following:

- Read and comprehend the final stamped and complete construction document package provided by CDRPA.
- Effectively communicate with CDRPA staff, Architect of Record, authorities having jurisdiction (AHJs), and contractors.
- Receive and review the prime contractor's schedule. Determine essential site inspection timeframes. Provide comments to the prime contractor, Architect of Record, and the CDRPA, regarding required site inspections and/or special testing milestones.
- Conduct the project preconstruction meeting. Invite the CDRPA, prime contractor, subcontractors, and the Architect of Record. Discuss the proposed prime contractor schedule and important milestones to be achieved. Be responsible for preparing the meeting agenda, leading the meeting and preparing

meeting minutes for the meeting. Meeting minutes shall be distributed to the prime contractor, Architect of Record, and the CDRPA.

- Respond timely to prime contractor's or CDRPA's request for inspection site visits. Site visits shall include the following:
 - Complete a minimum of two (2) daily project site visits per week to verify construction activities are being completed in accordance with contract and construction documents. Additional day site visits may be required, if requested by the CDRPA or prime contractor. Additional site visits beyond the minimum two (2) daily site visits shall be billed as time and material in accordance with the project contract.
 - Be prepared to meet AHJ and utility inspectors, as needed, to verify permit conditions and whether construction is being completed in accordance with project requirements.
 - Site visits shall be conducted during daytime work hours, generally between 6 am and 6 pm.
 - Prepare and provide to the CDRPA, Architect of Record, and the prime contractor site reports, which include (at a minimum):
 - The purpose of the visit, the date and time, weather, work progress observations and findings, and communications.
 - Conformance or non-conformance and deviations to contract, building permit and/or construction documents and potential construction issues. Provide proposed and/or agreed upon solutions to construction issues, after confirming with Architect of Record.
 - Review the prime contractor's project record set of documents.
 - Verify status of work, in comparison to the prime contractor's schedule. Note any deviations to the schedule.
 - Include photo documentation of site visit details and hand marked plan sheets, as applicable.
 - Attend biweekly construction meetings with the CDRPA and contractors. Be responsible for preparing all meeting agendas, leading each meeting and preparing meeting minutes for each meeting. Meeting minutes shall be distributed to the prime contractor, Design West and the CDRPA. Be prepared to review previous meeting minutes, discuss site visit findings since last meeting, issues and proposed solutions.
 - Site visits shall be conducted by experienced and qualified personnel familiar with this type of construction.
 - Review special inspection and testing results. Identify any non-complying tests and assist with determining a remedy.
- Submit monthly pay applications in accordance with CDRPA contract and project document requirements. This includes:
 - Complete Davis-Bacon compliance review. Verify contractors and subcontractors are paying their employees under the contract no less than

the locally prevailing wages and fringe benefits are consistent for corresponding work on similar projects in the area.

- Review construction progress and materials used.
- Identify recommended modifications (if any) to pay application.
- Coordinate with CDRPA to maintain log of all affidavits for intent to pay prevailing wages and affidavit of wages paid. Review submitted affidavits with pay application.
- Review prime contractor's statement of wages paid with each pay application.
- Submit to Architect of Record with recommendation for payment.
- During project closeout, provide the following:
 - Receive notification from the prime contractor of substantial completion, along with a list of items to be corrected or completed.
 - Prepare a punch list for the project, determine if project is substantially complete. Distribute punch list with certificate of substantial completion to the prime contractor, Architect of Record and the CDRPA. Architect of Record will be responsible for final review, and signatures of the CDRPA and the prime contractor. Verify punch list corrections, with Architect of Record, are complete.
 - Provide hand marked as-built drawings to Architect of Record.
 - Recommend to the CDRPA and Architect of Record of final payment.
- Perform Special Inspections & Testing by qualified inspector personnel, in accordance with Trades District S1.00 drawing. These services can be completed 'in-house' under the selected consultant's contract, or the services can be subcontracted to a qualified firm by the selected consultant. These services shall also include:
 - Include any Special Inspections & Testing activities within the above site inspection reports.

SECTION III: QUALIFICATIONS

- Capable of performing inspections in accordance with International Building Code (IBC) sections 1704, 1705, 1707, and the statement of Special Inspections, Testing and Structural Observation on drawing S1.00.
- Be able to provide written documentation of Washington Association of Building Officials (WABO) or equivalent certifications acceptable to the Agency Having Jurisdiction.
- Demonstrate to the CDRPA that inspectors working on this project can respond to site visits within 24 hours, after a request by prime contractor or the CDRPA.

SECTION IV: CONTENTS OF PROPOSAL

1. **Contact Information:** Include a company name and address, a contact name and title of the principal individual responsible for the RFQ response, appropriate phone numbers, email addresses, and website addresses.
2. **Understanding of Scope of Work:** Provide the Firm's understanding of the scope of work as described herein and experience with similar work.
3. **Qualifications:** Provide a list of state and/or federal certifications of key personnel.
4. **Timeliness:** Availability of key personnel to meet the planned construction period of April 2024 through December 2024.

SECTION V: TIMELINE AND SUBMISSION PROCEDURES

This RFQ will be advertised on February 15, 2024. Qualified applicants shall submit one (1) electronic copy (USB drive or email) to:

Stacie de Mestre and Nick Rohrbach
Chelan Douglas Regional Port Authority
285 Technology Center Way, Suite 202
Wenatchee, WA 98801
nick@cdrpa.org and stacie@cdrpa.org

All submittals must be received no later than March 7, 2024, prior to 1:00 PM. Contract award will likely occur by March 27, 2024.

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

All proposals received shall be deemed public records as defined in Chapter 42.56 RCW, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The Regional Port is extensively covered by the local media outlets in North Central Washington. Materials submitted to the Regional Port are likely to be reported on by various media outlets.

SECTION VI: SELECTION CRITERIA

Firms will be selected based on the statement of qualifications submittal. At this time no interviews will be performed; however, the CDRPA reserves the right to contact proposers to seek clarification on any aspect of their RFQ or conduct an interview with proposers. The selection criteria and weighting factor will be:

- Qualifications of key personnel including sub-consultant(s) (40%)
- Demonstrated staffing and resource capacity to meet CDRPA timeline (40%)
- Experience with construction projects of similar size and scope (10%)
- Clarity of proposal (10%)

Proposers who are currently listed on the “Excluded Parties List” (www.sam.gov) may not propose on this RFQ.

All questions shall be directed to Stacie de Mestre and Nick Rohrbach via email at

nick@cdrpa.org

stacie@cdrpa.org

Memo

To: Board of Directors

From: Stacie de Mestre

Date: February 8, 2024

Re: Authorization to Solicit Qualifications – Firing Range Consultant

At Tuesday's meeting Staff will provide a detailed update on the proposed Firing Range Association Regional Training Facility in Peshastin. In an effort to expedite the feasibility period and Conditional Use Permit process, a consultant who specializes in indoor firing range design needs to be hired to assist. If the project is determined to be feasible and a CUP is issued, Staff would like to utilize the same consultant to complete the design of the facility. The full design is likely to exceed \$100,000 which triggers a formal solicitation process. A Request for Qualifications (RFQ) will be provided to the Board via email prior to the meeting.

Below is the proposed schedule for hiring the consultant:

Issue RFQ: 2/15/24

SOQs Due: 2/29/24

Contract Negotiations: week of 3/4/24

Board Approval on Professional Services Agreement: week of 3/11/24

Per the CDRPA Purchasing and Contracting Policy, Staff is seeking Board approval to solicit qualifications for a firing range design consultant.

Memo

To: Board of Directors

From: Jim Kuntz

Date: February 6, 2024

Re: Revised – Partners in Economic Development Non-Profits

At the last Board meeting, Commissioners expressed an interest in revisiting the eligibility criteria for our Partners in Economic Development program for Non-Profits.

Please find attached some suggested edits by staff. This would allow non-profits to apply for tourism-related events on a limited basis.

The overall collection of tourism tax revenues continues to increase in the two-county area. Please see attached documents.



PARTNERS IN ECONOMIC DEVELOPMENT NON PROFITS

PROGRAM PURPOSE

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

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

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

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

ELIGIBLE ORGANIZATIONS

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

ELIGIBLE PROGRAMS

Programs that qualify must:

- Measurably contribute to the economic development of Chelan and Douglas Counties. Examples include projects that will:
 - Retain and/or create living-wage jobs.
 - Stimulate private sector capital investments.
 - Infrastructure investments that directly support economic development.

- Strategic planning efforts which have a strong probability of achieving measurable economic development results.
- Support tourism efforts that attract visitors from outside Chelan and Douglas Counties.

PRIORITIES

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

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

REQUEST GUIDELINES

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

FUNDING & DISBURSEMENT

- For fiscal year 2024, the CDRPA has set aside \$50,000. Applications can be submitted for funding at any time until the fund is fully allocated.
- The CDRPA will reimburse funds quarterly by invoice. If an up-front investment is required, organizations should indicate the distribution plan necessary (and why) on the Application Form.
- Total Tourism Funding Requests are limited to 50% (\$25,000 for 2024) in any fiscal year.
- Successful tourism grants are limited to no more than two approved requests over a five-year period.

PROPOSAL REQUIREMENTS

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

Proposals may be delivered in one of three methods:

- Electronically
- Mailed
- Delivered in-person

Chelan Douglas Regional Port Authority
Attn: Sarah Deenik
One Campbell Parkway, Suite A
East Wenatchee, WA 98802-9290.
sarah@cdrpa.org

EVALUATION CRITERIA

- Adherence to proposal and submission requirements.
- Retain and/or create living wage jobs.
- Stimulate private sector capital investments.
- Infrastructure investments that directly support economic development.
- Strategic planning efforts which have a strong probability of achieving measurable economic development results.
- Tourism related applications must be able to demonstrate strategies for attracting visitors from areas outside Chelan and Douglas Counties.

FUNDED PARTNER EXPECTATIONS

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

PROPOSAL TIMELINE

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

QUESTIONS

Questions related to this program should be directed to Sarah Deenik, Communications Coordinator & Finance Specialist, 509-884-4700 or via email at sarah@cdrpa.org.



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

Organization Name:

Organization Address:

Organization Phone Number:

Program Title:

Program Contact:

Contact Phone:

Contact E-mail:

Contact Title/Position:

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

Investment request is to fund:

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

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

Program Start Date (if applicable):

Program End Date (if applicable):

Program timeline/milestones (by quarter):

Total Program Cost:

Requested Port Funding:

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

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

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

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

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

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

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

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

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

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

Questions related to this program should be directed to Sarah Deenik, Communications Coordinator, 509-884-4700 or via email at sarah@cdrpa.org.

Chelan County Lodging Tax

	Transient Rental Tax	Special Hotel/Motel Tax	Tourism Promotion Area	Total Taxes Collected	YOY Change	% of Change
City of Chelan						
2017	\$457,987	\$686,297	\$0	\$1,144,283		
2018	\$288,884	\$727,974	\$0	\$1,016,858	-\$127,425	-11.1%
2019	\$522,386	\$785,719	\$0	\$1,308,105	\$291,247	28.6%
2020	\$542,971	\$814,042	\$0	\$1,357,014	\$48,909	3.7%
2021	\$794,277	\$1,187,262	\$0	\$1,981,539	\$624,525	46.0%
2022	\$808,519	\$1,210,811	\$0	\$2,019,330	\$37,792	1.9%
2023 Jan-Nov	\$780,604	\$1,169,600	\$0	\$1,950,204	-\$69,126	-3.4%

Chelan County						
2017	\$740,929	\$747,331	\$0	\$1,488,259		
2018	\$661,031	\$890,833	\$0	\$1,551,864	\$63,604	4.3%
2019	\$1,020,568	\$1,031,355	\$0	\$2,051,923	\$500,059	32.2%
2020	\$1,191,622	\$1,198,829	\$0	\$2,390,451	\$338,529	16.5%
2021	\$1,588,413	\$1,598,143	\$0	\$3,186,556	\$796,104	33.3%
2022	\$1,383,499	\$1,368,671	\$0	\$2,752,170	-\$434,385	-13.6%
2023 Jan-Nov	\$1,146,608	\$1,109,964	\$0	\$2,256,572	\$495,599	18.0%

Leavenworth						
2017	\$671,709	\$1,007,353	\$0	\$1,679,063		
2018	\$660,050	\$1,227,955	\$0	\$1,888,005	\$208,942	12.4%
2019	\$959,654	\$1,440,268	\$0	\$2,399,923	\$511,918	27.1%
2020	\$845,304	\$1,266,720	\$0	\$2,112,024	-\$287,898	-12.0%
2021	\$1,350,936	\$2,027,550	\$0	\$3,378,486	\$1,266,461	60.0%
2022	\$1,496,714	\$2,243,737	\$0	\$3,740,451	\$361,966	10.7%
2023 Jan-Nov	\$1,586,376	\$2,377,991	\$0	\$3,964,366	\$223,915	6.0%

Wenatchee						
2017	\$554,444	\$1,108,887	\$234,233	\$1,897,564		
2018	\$477,135	\$1,119,892	\$236,625	\$1,833,652	-\$63,912	-3.4%
2019	\$589,767	\$1,177,126	\$248,824	\$2,015,717	\$182,065	9.9%
2020	\$380,690	\$761,380	\$190,207	\$1,332,278	-\$683,439	-33.9%
2021	\$544,842	\$1,094,083	\$430,677	\$2,069,602	\$737,325	55.3%
2022	\$708,223	\$1,416,446	\$581,740	\$2,706,408	\$636,806	30.8%
2023 Jan-Nov	\$746,976	\$1,493,951	\$595,238	\$2,836,164	\$129,756	4.8%

	Transient Rental Tax	Special Hotel/Motel Tax	Tourism Promotion Area	Total Taxes Collected
Cashmere				
2017	\$1,066	\$0	\$0	\$1,066
2018	\$2,627	\$0	\$0	\$2,627
2019	\$4,741	\$0	\$0	\$4,741
2020	\$3,842	\$0	\$0	\$3,842
2021	\$3,569	\$0	\$0	\$3,569
2022	\$0	\$0	\$0	\$0
2023 Jan-Nov	\$0	\$0	\$0	\$0

Entiat				
2017	\$1,981	\$0	\$0	\$1,981
2018	\$0	\$0	\$0	\$0
2019	\$0	\$0	\$0	\$0
2020	\$340	\$0	\$0	\$340
2021	\$526	\$0	\$0	\$526
2022	\$1,910	\$0	\$0	\$1,910
2023 Jan-Nov	\$0	\$0	\$0	\$0

County-Wide Total				
2017	\$2,428,115	\$3,549,868	\$234,233	\$6,212,217
2018	\$2,089,727	\$3,966,654	\$236,625	\$6,293,005
2019	\$2,574,730	\$4,434,468	\$248,824	\$7,258,022
2020	\$2,964,771	\$4,040,972	\$190,207	\$7,195,950
2021	\$4,282,562	\$5,907,038	\$430,677	\$10,620,277
2022	\$4,398,866	\$6,239,665	\$581,740	\$11,220,270
2023 Jan-Nov	\$4,260,564	\$6,151,505	\$595,238	\$11,007,307

Douglas County Lodging Tax					
	Transient Rental Tax	Special Hotel/Motel Tax	Total Taxes Collected	YoY Change	% of Change
East Wenatchee					
2017	\$65,600.06	\$131,200.09	\$196,800.15		
2018	\$63,762.46	\$145,491.41	\$209,253.87	\$12,453.72	6.3%
2019	\$84,944.74	\$169,888.98	\$254,833.72	\$45,579.85	21.8%
2020	\$83,565.69	\$166,969.23	\$250,534.92	-\$4,298.80	-1.7%
2021	\$118,657.94	\$237,315.87	\$355,973.81	\$105,438.89	42.1%
2022	\$139,098.76	\$278,506.74	\$417,605.50	\$61,631.69	17.3%
2023 Jan-Nov	\$133,705.52	\$267,185.09	\$400,890.61	-\$16,714.89	-4.00%
2018 - 2023 Total			\$1,889,092.43		

* Notes:

No results were found for Douglas County or Waterville
 Bridgeport & Rock Island reported \$0.00 taxes collected
 Fairfield Inn and Suites opened in August of 2019

Chelan Douglas Regional Port Authority
Actual Carryforward Balances
December 31, 2023

Chelan Douglas Regional Port Authority Funds

Banner Bank - Checking	\$	61,929
Banner Bank - Savings		3,939,184
Banner Bank - Small Checking		894
U.S. Bank - Checking		1,258,076
U.S. Bank - Investments		3,072,139
		8,332,222
Less: Tenant Deposits		(294,473)
Retainage Payable		(174,793)
Total Chelan Douglas Regional Port Authority Funds	\$	7,862,956

Chelan Douglas Regional Port Authority Restricted Funds

Irrigation Trust Account	\$	8,815
Air Service Investment Account		339,775
Passenger Facility Charges Holding		30,286
Total CDRPA Restricted Funds	\$	378,876

Port of Chelan County Funds

Banner Bank - Checking	\$	181,982
Banner Bank - Savings		226,918
Total Port of Chelan County Funds	\$	408,900

Port of Douglas County Funds

Banner Bank - Checking	\$	86,080
Banner Bank - Savings		27,779
Total Port of Douglas County Funds	\$	113,859

TOTAL CARRYFORWARD BALANCE	\$	8,764,591
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Comments:

- Potential future \$2,200,000 grant receivable from the FAA for MALSR land purchases.

Chelan Douglas Regional Port Authority
Projected Carryforward Balances
December 31, 2023

Chelan Douglas Regional Port Authority Funds

Banner Bank - Checking	\$	82,370
Banner Bank - Savings		2,231,710
Banner Bank - Small Checking		1,000
U.S. Bank - Checking		756,845
U.S. Bank - Investments		3,567,840
		6,639,765
Less: Tenant Deposits		(296,490)
Retainage Payable		(128,305)
Total Chelan Douglas Regional Port Authority Funds	\$	6,214,970

Chelan Douglas Regional Port Authority Restricted Funds

Irrigation Trust Account	\$	8,815
Air Service Investment Account		339,775
Passenger Facility Charges Holding		20,225
Total CDRPA Restricted Funds	\$	368,815

Port of Chelan County Funds

Banner Bank - Checking	\$	1,925
Banner Bank - Savings		170,900
Total Port of Chelan County Funds	\$	172,825

Port of Douglas County Funds

Banner Bank - Checking	\$	34,640
Banner Bank - Savings		132,410
Total Port of Douglas County Funds	\$	167,050

TOTAL CARRYFORWARD BALANCE	\$	6,923,660
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Comments:

- Potential future \$2,200,000 grant receivable from the FAA for MALSR land purchases.

CHELAN DOUGLAS
Regional Port
AUTHORITY

FLY ✈️
WENATCHEE
WHERE WILL YOU GO TODAY?
PANGBORN MEMORIAL AIRPORT

Activity Reports
2023



Monthly Total Passengers (Inbound/Outbound)

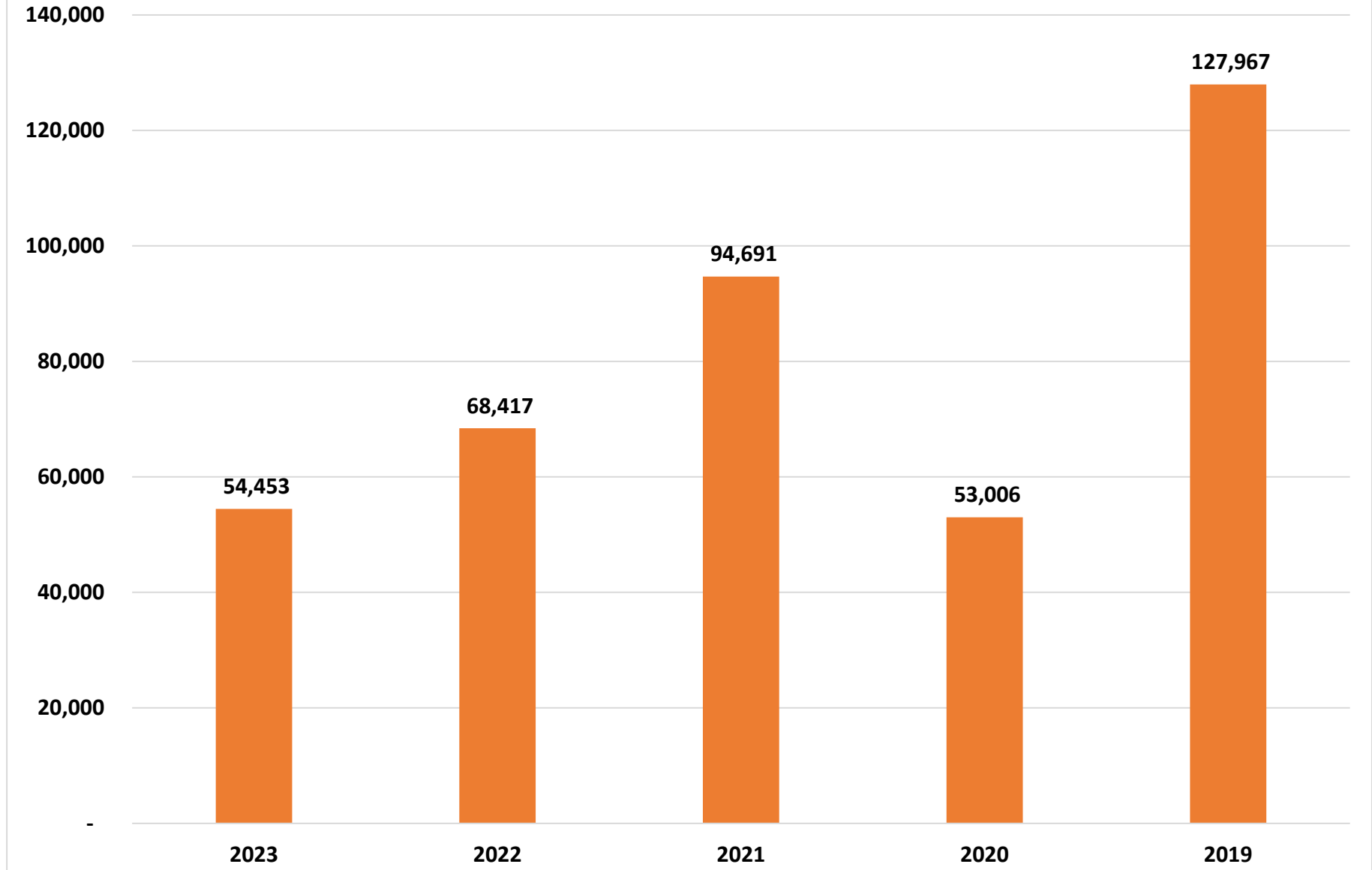
	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
January	2,805	6,538	4,822	9,467	9,357
February	3,272	6,483	5,306	9,226	8,454
March	3,572	7,508	7,310	5,164	10,449
April	3,282	6,405	7,780	401	9,565
May	3,616	7,250	8,293	1,034	10,580
June	3,762	6,650	9,448	1,990	11,696
July	3,862	6,939	11,127	2,928	12,456
August	3,121	6,906	9,701	4,372	11,318
September	5,817	4,560	8,902	3,832	10,004
October	7,118	3,973	7,924	4,831	10,451
November	6,873	2,825	6,501	4,895	11,030
December	7,353	2,380	7,577	4,866	12,607
Total	54,453	68,417	94,691	53,006	127,967

Monthly Passenger Enplanements

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
January	1,441	3,401	2,465	4,957	4,831
February	1,664	3,314	2,789	4,640	4,331
March	1,759	3,705	3,744	2,235	5,173
April	1,564	3,136	3,795	186	4,624
May	1,781	3,661	4,120	517	5,168
June	1,896	3,361	4,770	1,031	5,888
July	1,946	3,501	5,599	1,503	6,180
August	1,594	3,541	4,987	2,297	5,701
September	3,091	2,334	4,593	2,001	5,213
October	3,718	2,051	4,150	2,596	5,413
November	3,552	1,444	3,404	2,548	5,674
December	3,687	1,257	3,922	2,497	6,494
Total	27,693	34,706	48,338	27,008	64,690

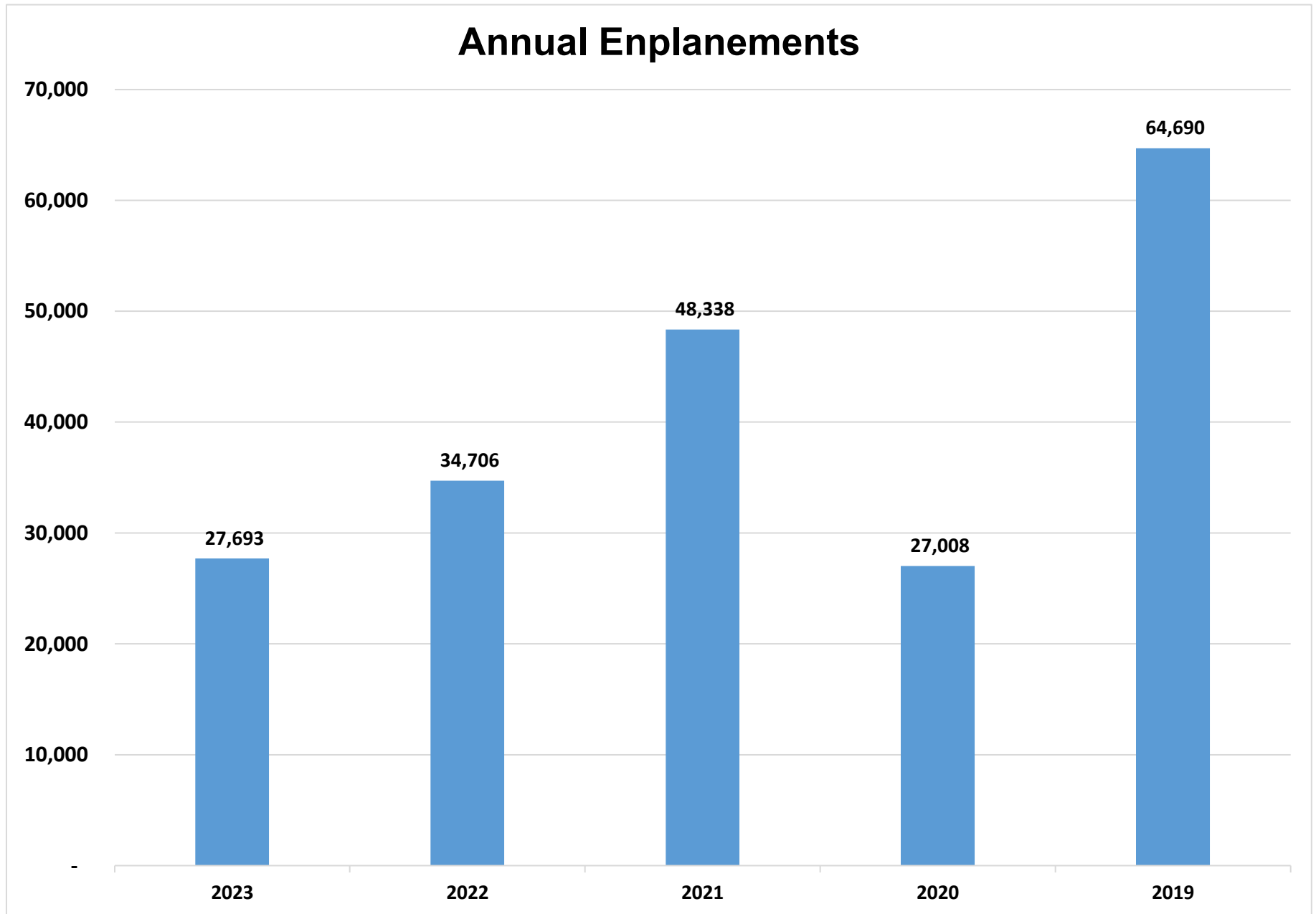
Note: Dropped to 1 flight - September 8, 2022. Began 2 flights daily - September 17, 2023.

Annual Total Passengers



Note: Dropped to 1 flight - September 8, 2022. Began 2 flights daily - September 17, 2023.

Annual Enplanements

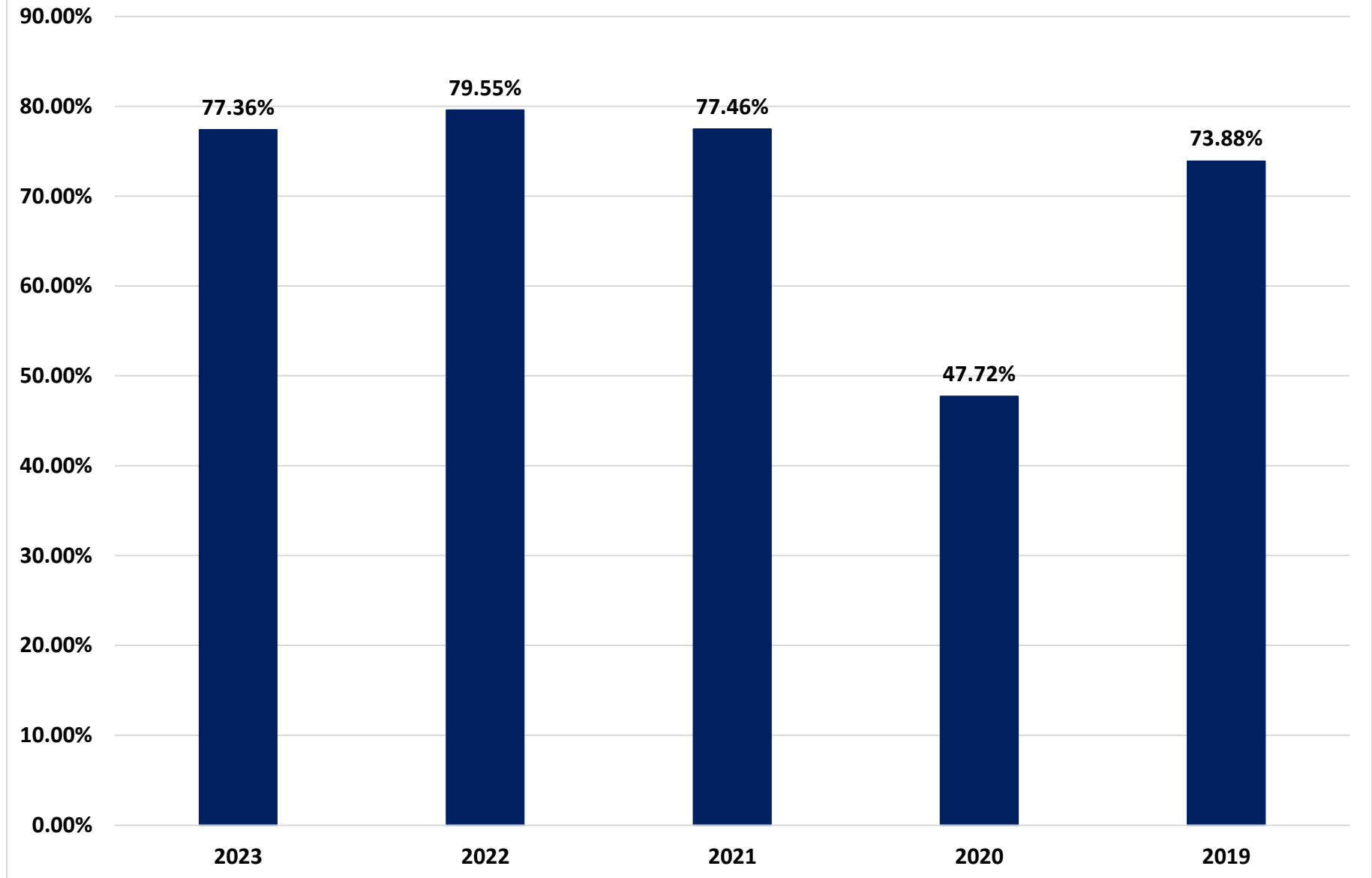


Note: Dropped to 1 flight - September 8, 2022. Began 2 flights daily - September 17, 2023.

Monthly Load Factor Percentage					
	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
January	67.72%	82.87%	54.97%	75.95%	70.76%
February	78.20%	77.87%	70.57%	74.94%	77.79%
March	74.66%	76.17%	75.68%	42.47%	79.93%
April	68.60%	71.14%	87.39%	9.59%	73.60%
May	75.59%	78.97%	88.56%	25.67%	78.21%
June	83.16%	73.71%	85.49%	37.68%	71.58%
July	82.60%	73.12%	78.21%	41.20%	69.45%
August	87.39%	73.96%	79.52%	49.55%	75.59%
September	75.32%	85.31%	68.31%	47.02%	71.54%
October	78.90%	87.05%	73.03%	56.00%	77.25%
November	75.38%	82.61%	84.90%	55.88%	67.82%
December	80.86%	91.89%	82.92%	56.65%	73.08%
Average	77.36%	79.55%	77.46%	47.72%	73.88%

Note: Dropped to 1 flight - September 8, 2022. Began 2 flights daily - September 17, 2023.

Average Load Factor Percentage



Note: Dropped to 1 flight - September 8, 2022. Began 2 flights daily - September 17, 2023.

Monthly Fuel Sales (Gallons)

<u>2023</u>	<u>Jet A</u>	<u>Av Gas</u>	<u>Total</u>
January	12,632.00	1,433.43	14,065.43
February	21,617.00	1,230.88	22,847.88
March	21,340.00	2,215.78	23,555.78
April	22,959.00	1,883.77	24,842.77
May	29,893.00	2,856.52	32,749.52
June	31,651.00	2,920.02	34,571.02
July	54,783.00	3,568.19	58,351.19
August	36,036.00	1,900.26	37,936.26
September	28,380.00	4,343.66	32,723.66
October	36,990.00	2,918.15	39,908.15
November	27,929.00	1,503.53	29,432.53
December	30,768.00	1,205.79	31,973.79
Total	354,978.00	27,979.98	382,957.98

<u>2022</u>	<u>Jet A</u>	<u>Av Gas</u>	<u>Total</u>
January	23,132.00	526.17	23,658.17
February	22,325.00	2,297.49	24,622.49
March	35,539.00	2,494.93	38,033.93
April	29,260.00	1,861.64	31,121.64
May	37,089.00	2,125.49	39,214.49
June	27,872.00	3,041.92	30,913.92
July	27,088.60	4,095.87	31,184.47
August	66,700.00	6,504.12	73,204.12
September	31,700.00	4,402.38	36,102.38
October	21,117.00	3,203.44	24,320.44
November	17,855.00	1,233.62	19,088.62
December	11,846.00	328.61	12,174.61
Total	351,523.60	32,115.67	383,639.27

Note: Dropped to 1 flight - September 8, 2022. Began 2 flights daily - September 17, 2023.

Monthly Fuel Sales (Gallons)

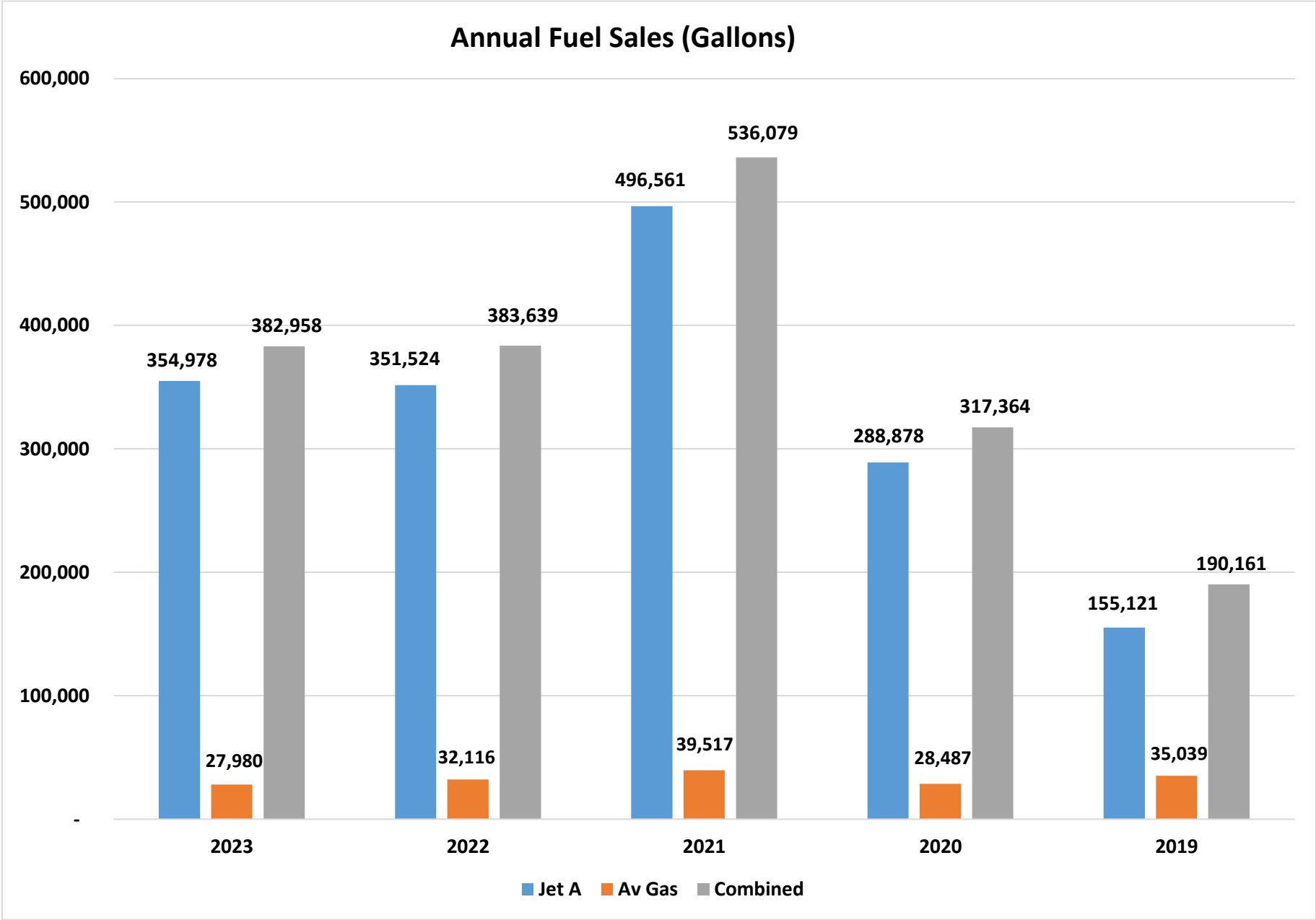
<u>2021</u>	<u>Jet A</u>	<u>Av Gas</u>	<u>Total</u>
January	18,201.00	4,380.11	22,581.11
February	27,583.00	4,196.98	31,779.98
March	21,013.00	1,868.45	22,881.45
April	17,745.00	3,504.61	21,249.61
May	22,534.00	4,112.64	26,646.64
June	31,225.85	4,296.06	35,521.91
July	113,262.80	3,662.11	116,924.91
August	124,372.40	4,207.96	128,580.36
September	48,504.40	3,705.77	52,210.17
October	25,885.00	3,127.10	29,012.10
November	20,186.00	1,396.78	21,582.78
December	26,049.00	1,058.79	27,107.79
Total	496,561.45	39,517.35	536,078.80

<u>2020</u>	<u>Jet A</u>	<u>Av Gas</u>	<u>Total</u>
January	25,480.80	743.84	26,224.64
February	17,072.00	1,353.85	18,425.85
March	11,195.60	2,214.15	13,409.75
April	22,761.90	2,298.33	25,060.23
May	16,971.20	2,682.38	19,653.58
June	19,784.70	3,274.27	23,058.97
July	38,152.70	3,118.97	41,271.67
August	47,078.60	4,859.06	51,937.66
September	31,110.20	3,222.98	34,333.18
October	21,575.00	2,686.60	24,261.60
November	16,376.00	1,071.84	17,447.84
December	21,319.00	960.37	22,279.37
Total	288,877.70	28,486.63	317,364.33

Note: Dropped to 1 flight - September 8, 2022. Began 2 flights daily - September 17, 2023.

Monthly Fuel Sales (Gallons)

<u>2019</u>	<u>Jet A</u>	<u>Av Gas</u>	<u>Total</u>
January	3,853.00	1,325.20	5,178.20
February	2,871.00	594.10	3,465.10
March	9,794.00	2,110.80	11,904.80
April	6,719.00	2,550.30	9,269.30
May	9,326.00	3,981.60	13,307.60
June	13,594.00	5,556.50	19,150.50
July	11,980.00	4,841.40	16,821.40
August	12,749.00	5,436.10	18,185.10
September	17,105.00	3,106.00	20,211.00
October	19,600.00	2,882.00	22,482.00
November	23,284.30	1,888.57	25,172.87
December	24,246.10	766.79	25,012.89
Total	155,121.40	35,039.36	190,160.76



Note: Dropped to 1 flight - September 8, 2022. Began 2 flights daily - September 17, 2023.

**Chelan Douglas Regional Port Authority
FBO Annual Financial Report
As of December 31, 2023**

Receipts

Fuel Sales - Av Gas	\$ 188,950
Fuel Sales - Jet A	1,811,104
Fuel Flowage Fees	20,498
FBO Income (After hours, etc.)	16,025
Misc. FBO Income	13,620
	<hr/>
Total Receipts	\$ 2,050,197

Expenditures

Wages	\$ 268,378
Overtime	15,771
Benefits	101,219
Payroll Taxes	36,002
Fuel - Av Gas	165,757
Fuel - Jet A	1,323,301
Travel	3,558
Other Expenses	55,756
	<hr/>
Total Expenditures	\$ 1,969,742

Net Results

\$ 80,455

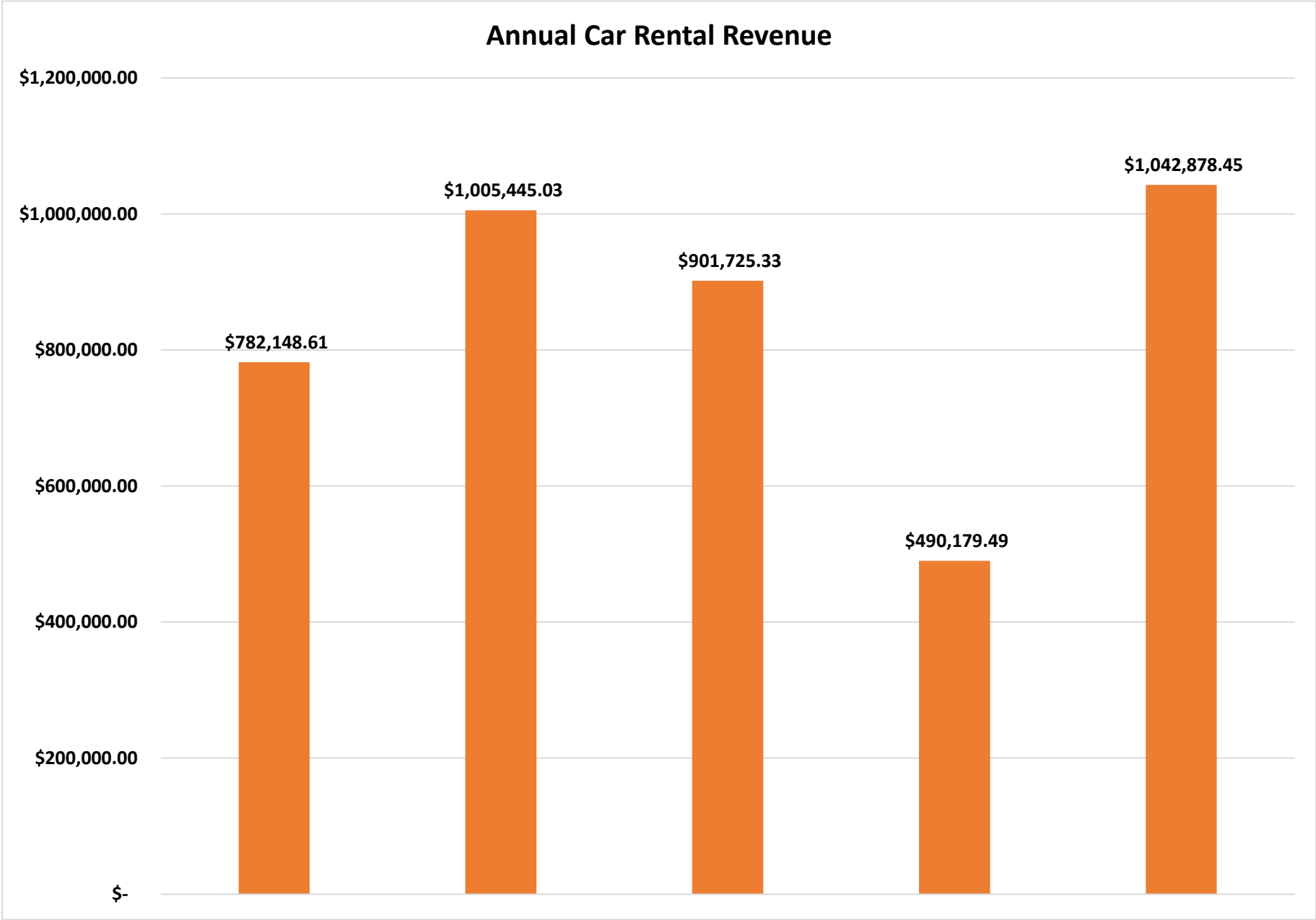
Notes:

- January thru October - 1 Manager, 4 FBO Linemen
- November thru December - 1 Manager, 3 FBO Linemen

Monthly Car Rental Revenue

	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>
January	66,946 \$	79,852.64 \$	32,230.04 \$	93,277.10 \$	62,104.43 \$
February	48,391 \$	58,532.63 \$	53,736.14 \$	72,979.26 \$	57,746.68 \$
March	63,203 \$	76,018.11 \$	33,962.59 \$	45,737.98 \$	72,141.74 \$
April	38,146 \$	67,223.77 \$	48,147.72 \$	15,515.56 \$	68,330.19 \$
May	61,997 \$	80,090.61 \$	43,888.30 \$	20,790.00 \$	65,808.20 \$
June	75,273 \$	112,405.92 \$	73,948.40 \$	22,110.00 \$	95,056.07 \$
July	106,616 \$	94,899.60 \$	145,938.06 \$	37,950.00 \$	126,232.19 \$
August	69,308 \$	132,415.40 \$	149,186.42 \$	35,135.68 \$	145,010.72 \$
September	65,478 \$	100,074.17 \$	113,849.97 \$	43,210.00 \$	89,892.28 \$
October	68,181 \$	92,320.42 \$	76,849.39 \$	34,783.00 \$	88,510.83 \$
November	59,636 \$	49,240.84 \$	63,553.35 \$	35,734.00 \$	75,012.36 \$
December	58,973 \$	62,370.92 \$	66,434.95 \$	32,956.91 \$	97,032.76 \$
Total	\$ 782,148.61	\$ 1,005,445.03	\$ 901,725.33	\$ 490,179.49	\$ 1,042,878.45
CDRPA Revenue @ 10%	\$ 78,214.86	\$ 100,544.50	\$ 90,172.53	\$ 49,017.95	\$ 104,287.85

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

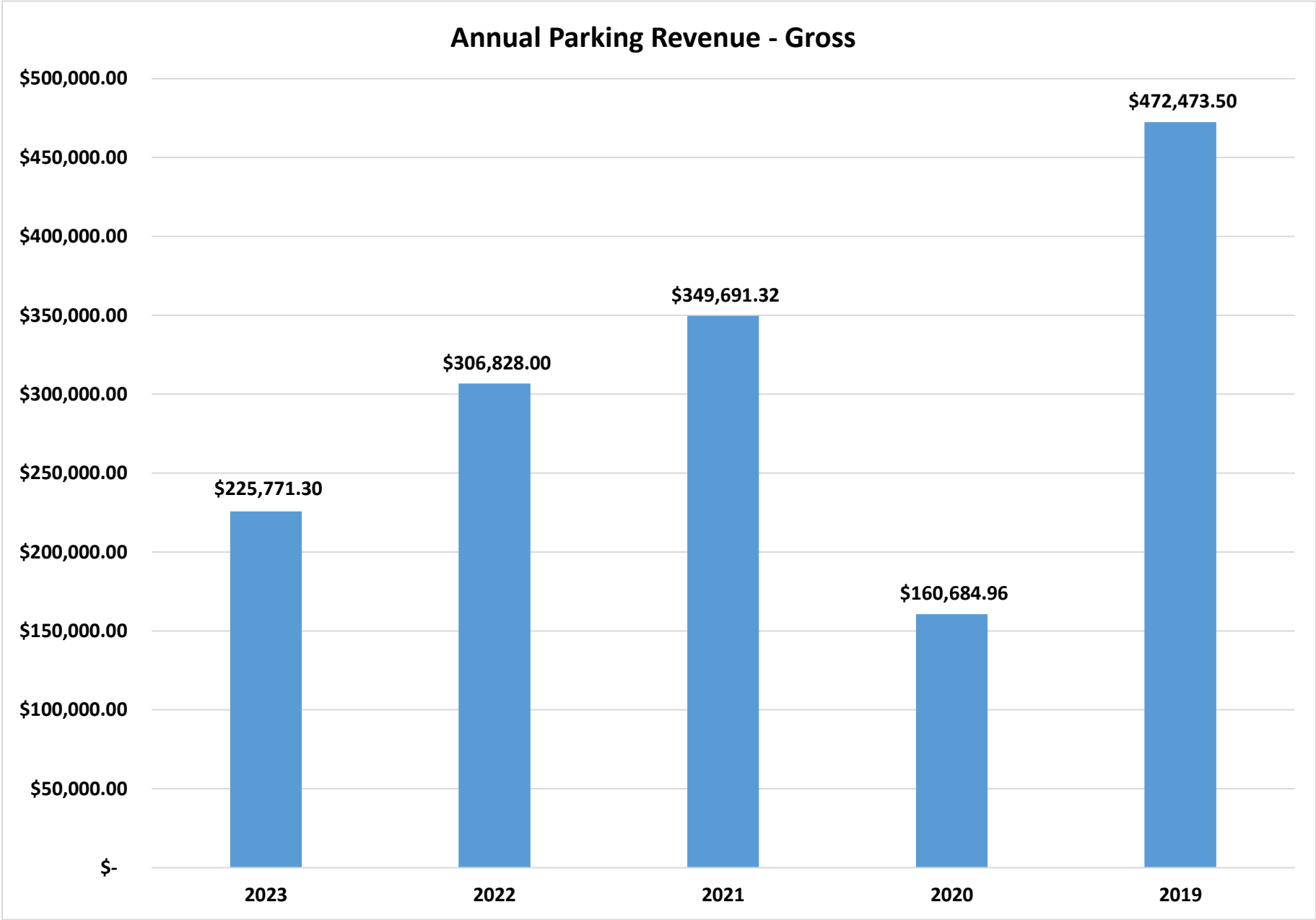


Note: Dropped to 1 flight - September 8, 2022. Began 2 flights daily - September 17, 2023.

Parking Revenue - Gross: Jan. - Dec.

	<u>2023</u>		<u>2022</u>		<u>2021</u>		<u>2020</u>		<u>2019</u>
January	10,730.00	\$	28,534.00	\$	12,975.99	\$	34,184.84	\$	35,603.51
February	13,851.00	\$	32,443.00	\$	19,494.00	\$	40,893.53	\$	38,916.82
March	16,860.00	\$	37,736.00	\$	25,932.59	\$	16,685.77	\$	46,664.51
April	13,426.00	\$	33,530.00	\$	27,158.20	\$	1,239.37	\$	36,310.54
May	11,824.00	\$	35,545.00	\$	26,776.76	\$	1,475.85	\$	40,292.05
June	10,686.00	\$	30,838.00	\$	31,168.79	\$	2,661.46	\$	37,591.50
July	9,406.00	\$	27,964.00	\$	31,242.32	\$	4,134.35	\$	36,938.08
August	7,428.00	\$	26,270.00	\$	32,798.53	\$	8,138.50	\$	33,294.64
September	23,067.66	\$	16,983.00	\$	38,543.00	\$	9,080.66	\$	36,857.08
October	38,283.64	\$	16,738.00	\$	38,174.00	\$	13,355.26	\$	44,336.91
November	36,629.00	\$	10,801.00	\$	33,595.14	\$	15,032.32	\$	44,111.57
December	33,580.00	\$	9,446.00	\$	31,832.00	\$	13,803.05	\$	41,556.29
Total	\$ 225,771.30	\$	306,828.00	\$	349,691.32	\$	160,684.96	\$	472,473.50

Note: The Regional Port took over the management of parking operations in May 2021.



Note: Dropped to 1 flight - September 8, 2022. Began 2 flights daily - September 17, 2023.

Pangborn Airport - 2023 VIRTOWER Summary			
	Landings	Take Off	Total
January	421	424	845
February	583	558	1,141
March	722	694	1,416
April	656	629	1,285
May	778	736	1,514
June	756	734	1,490
July	981	1,005	1,986
August	314	280	594
September	835	824	1,659
October	730	716	1,446
November	529	520	1,049
December	343	338	681
Total	7,648	7,458	15,106

Chelan Airport - 2023 Virtower Summary			
	Landings	Take Off	Total
January	65	71	136
February	143	155	298
March	220	214	434
April	274	263	537
May	293	283	576
June	483	433	916
July	394	386	780
August	347	321	668
September	291	284	575
October	257	272	529
November	143	143	286
December	44	44	88
Total	2,954	2,869	5,823

Mansfield Airport - 2023 Virtower Summary			
	Landings	Take Off	Total
January	0	0	0
February	3	2	5
March	6	4	10
April	16	16	32
May	6	7	13
June	2	2	4
July	8	7	15
August	4	1	5
September	3	3	6
October	2	2	4
November	4	5	9
December	1	2	3
Total	55	51	106

Waterville Airport - 2023 Virtower Summary			
	Landings	Take Off	Total
January	-	-	-
February	-	-	-
March	-	-	-
April	-	-	-
May	-	-	-
June	-	-	-
July	-	-	-
August	-	-	-
September	10	10	20
October	12	12	24
November	32	29	61
December	3	3	6
Total	57	54	111

2024 CDRPA Capital Projects and Contracting Plan

Project	Total Budget	Solicit/Contract	Manage	Notes	Target Schedule		Board Approval(s) Needed??
					Solicit	Complete	
Cashmere Mill District							
Sidewalk Repairs (Design)	included below	Ron	Ron or Nick	DOH created report. Need detailed design/bid docs			
Sidewalk Repairs (Construction)	\$ 150,000	Ron or Nick	Ron or Nick				Yes - Solicit/Award
Utility Infrastructure Improvements (Design)	\$ 70,000	Stacie	Stacie/Nick	Requested TA from RH2	Q1	Q2	Yes - Award if over \$50k
Utility Infrastructure Improvements (Construct)	\$ 419,000	Nick	Nick		Q2	Q3	Yes - Solicit/Award
Confluence Technology Center							
Salvage, Demo & Restoration	\$ 4,257,257	Stacie	Stacie/Tricia	Closeout pending fire alarm work and final CO			
CDRPA and CMI Office (Design)	\$ 200,000	Stacie	Stacie/Nick		2/13/2024		Need for CMI once lease signed
CDRPA and CMI Office (Construct)	\$ 3,000,000	Stacie/Nick	Nick		Q3		Yes - Solicit/Award
SVSI Component Replacement	\$ 25,000	Tricia	Tricia	Meeting remotely with Avidex 01/29/24			No - Sole Source
Parking Lot Engineering		Ron/Tricia	Ron/Tricia	Budget #s for 2025 Budget			
Downtown Wenatchee							
Malaga Industrial Park (High level - detailed updates given in Friday mtgs)							
Waterline Extension	\$ 5,269,471	Stacie	Stacie/Randy	Purity test issues, State grant, Closeout		11/30/2023	Recv'd
Production Well #1	\$ 1,340,140	Stacie	Stacie		Q2	Q4	Yes - Solicit and Award
Test Well #2	\$ 775,420	Stacie	Stacie		Q2	Q4	Yes - Solicit and Award
Reservoir Site (Design)	\$ 1,785,000	Stacie	Stacie	Need Phase 2 Agreement and new Task Authorization	Q2	Q4	
Mobile Home/Orchard Removal	\$ 200,000	Ron or Stacie	Ron or Stacie	Ron asbestos testing	Q2	Q3	
Firing Range Feasibility/CUP	\$ 35,000	Stacie	Stacie	RH2 and Firing Range Consultant	2/15/2024		Yes - Solicit and Award Consultant
Firing Range (Design)	\$ 200,000	Stacie	Stacie	Add to Feasibility/CUP Consultant	Q2	Q4	
Firing Range (Construct)		Stacie	Stacie	2025???			Yes - Solicit and Award
Cooling Water Disposal Phase I (Construct)	\$ 6,330,000	Stacie	Stacie	Budget #s for 2025 Budget. Use Gen Arch Svc Architect	Q2	Q4	Yes - Solicit and Award
Olds Station Business Park							
IB #9 Roof Repairs (Construct)	\$ 140,000	Ron	Ron	Awarded. Long lead items?	Q1	7/9/2024	Recv'd
IB #6 Exterior Improvement Conceptual Design	\$ 30,000	Nick	Nick			End Sept	
Pangborn Airport							
Terminal Apron	\$ 533,278	N/A	Stacie/Trent	Settlement agreement - 2/13 Board Approval. Glycol Pump - warranty.			
Taxiway A	\$ 18,678,699	N/A	Stacie/Trent	Close out in progress.		11/28/2023	
Taxiway B/Hangar Site Development (Construct)	\$ 4,229,156	Stacie/Trent	Stacie/Trent	Close out in progress. Deed waterline to EWWD.	4/27/2023	11/1/2023	
Airlift NW Hangar (Design)	\$ 299,700	Stacie	Stacie	100% docs 2/23. Need to submit BLA.		2/23/2024	Recv'd
Airlift NW Hangar (Construct)	\$ 6,000,000	Stacie	Stacie	\$500k grant contract. Addt'l state money? Lease negotiation.	3/12/2024		Yes - Solicit (3/12) and Award (4/9)
GA Terminal Remodel (Construct)	\$ 5,140,742	Nick/Trent	Nick/Trent	BIL grant app submitted 10/11/23 - EA public comment ends 2/15/24			
MALSR Carryover & Equipment	\$ 252,705	Stacie	Stacie/Trent	FAA amending reimbursable agreement - not shipping equipment to FAA (will remain in vendor's warehouse)			
Runway Reconstruction Phase I (Design)	\$ 1,700,000	Trent	Stacie/Trent	Scope/Fee approved (FAA), need TO, FAA grant app			Yes - Award
ARFF Trucks - PFAS Removal	\$ 100,000	Trent	Trent	Clean ARFF vehicles & purchase new AFFF			
Snow Removal Equipment - Rotary Plow	\$ 960,260	Trent	Trent	Notice to proceed issued to M-B 1/11/24		12/3/2024	

2024 CDRPA Capital Projects and Contracting Plan

Snow Removal Equipment - Multi Tasking		Trent	Trent	Awarded contingent upon FAA grant		10/1/2025	
Box Hangar Doors Maintenance/Replacement	\$ 50,000	Ron/Trent	Ron/Trent				
Baggage Screening/TSA Office Remodel (Design)	\$ 82,500	Ron/Trent	Ron/Trent	1/19 - Ron & Trent reviewed project with GSA. Relocate panels and server. Need revised lease.			
Baggage Screening/TSA Office Remodel (Construct)		TBD	TBD				
Remove Underground Storage Tanks (Design)	\$ 300,000	Ron	Ron	Negotiating amendment (board approval needed)		Q1 2024	Recv'd
Remove Underground Storage Tanks (Construct)	\$ 300,000	Ron	Ron	Bids due 2/6			Yes- Award
National Guard CUP	\$ 25,000	Stacie	Stacie	In Progress			
Maintenance Office HVAC	\$ 20,000	Ron/Todd	Ron/Todd				
Fed Ex Building Remodel (Design)		Ron	Ron	Review DOH contract - HIGH PRIORITY			
Fed Ex Building Remodel (Construct)	\$ 100,000	TBD	TBD				
CWICC Generator	\$ 75,000	Ron	Ron	Task Authorization from RH2 - Forest Svc to approve (lease amendment)			
CWICC Carpet Replacement	\$ 95,000	Ron	Ron	Awarded. Mtls ordered.			Recv'd
Terminal Building Irrigation Pump		TBD	TBD				
Aircraft Recover Dollies	\$ 15,000	Colby	Colby				

Pangborn Business Park

Trades District - Design	\$ 1,100,000	N/A	Stacie/Nick	Submitting to EDA and Doug Co 1/25/24			
Trades District Inspector (EDA Req)	\$ 200,000	Nick/Stacie	Nick	Construction Admin and Special Inspections	2/15/2024		Yes - Solicit and Award
Trades District - Construction	\$ 10,500,000	Stacie/Nick	Nick	Bid 2/8, Open 3/19. Finalize Commerce contract.	2/8/2024		Yes - Award
Accor HVAC Assessment	\$ 50,000	Nick	Nick	Want budget #s for 2025 budget		End Sept	

Executive Flight/National Guard Facility

Roof Repair/Gutter Modification (Design)	\$ 50,000	Ron	Ron	Design complete (DOH)?			
Roof Repair/Gutter Modification (Construct)	\$ 380,000	Nick	Nick				Yes - Solicit and Award
Fire Suppression System Replacement	\$ 500,000	Ron	Ron	Bids due 2/6			Yes - Award
Apron Pavement/Concrete Repair (Design)	\$ 31,000	Ron	Ron/Nick				
Apron Pave/Concr Repair (Construct)	\$ 300,000	Nick	Nick		2/27/2024		Yes - Solicit and Award
Building Generator	\$ 60,000	Ron	Ron	RH2 working on task authorization			

Chelan Airport

Waterline Extension (2024-2025)	\$ 670,000	N/A	N/A	Monetary contribution only			
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Waterville Airport

Orondo River Park

Well Pump/Chlorination System	\$ 105,000	Ron/Nick	Nick		Q2 2024	Q3 2024	
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Vehicles/Equipment

Snowplow for Pickup	\$ 15,000	Ron					
Mower	\$ 60,000	Ron		Shane getting quotes			Board approval 2/13?

Other

Sports Complex Feasibility Study	\$ 300,000	Stacie	Stacie	In progress		6/30/2024	Recv'd
IT Managed Services		Monica/Tricia	Monica/Tricia	Current contract expires 12/31/24	Q3 2024		
TIF Consultant - Douglas County	\$ 85,000	Stacie	Stacie	In progress			

2024 CDRPA Capital Projects and Contracting Plan

Strategic Plan	\$ 150,000	Stacie	Stacie		Q1 2024		
General AE Contract		Nick	All		Q1 2024		Yes - Solicit and Award
Airport Fuel Provider		Trent/Colby	Trent/Colby				
2025 Airport Rent Study		Trent	Trent				
Opportunity Fund - Other	\$ 250,000						
	\$ 77,989,328						

Maintenance Contracts

Memo

To: Board of Directors

From:  Jim Kuntz

Date: February 8, 2024

Re: Property Exchange – Firing Range Association

Attached is a draft “Property Exchange Agreement” between the Port of Chelan County and the Firing Range Association. It was prepared by Pete Fraley.

I will provide a broad overview at Tuesday’s meeting.

PROPERTY EXCHANGE AGREEMENT

THIS PROPERTY EXCHANGE AGREEMENT (hereinafter "Agreement") is made and entered into by and between the PORT OF CHELAN COUNTY, a Washington municipal corporation ("Port"), and the FIRING RANGE ASSOCIATION, a Washington nonprofit corporation ("FRA"). Individually the Port and FRA may be referred to herein as a "Party" or collectively as the "Parties."

RECITALS

- A. FRA is an entity comprised of three local law enforcement agencies and owns real property located in Malaga, Chelan County, Washington legally described on Exhibit "A" attached hereto, which the FRA operates as an outdoor firing range and training facility for local law enforcement agencies (the "FRA Property").
- B. Port wishes to acquire the FRA Property due to its location and potential for industrial development. FRA is willing to relocate the firing range to an alternate location on the terms and conditions herein.
- C. The Port is pursuing the acquisition of an alternate location in Chelan County for the FRA's firing range activities. Port has executed a purchase and sale agreement dated January 26, 2024 (the "Replacement Property PSA") for the acquisition of the real property described on Exhibit "B" attached hereto (the "Replacement Property").
- D. Following the Port's acquisition of the Replacement Property, the Port will transfer title to the Replacement Property to the FRA and the FRA will transfer title to the FRA Property to Port in a simultaneous exchange transaction.
- E. After the Exchange, the Port will undertake the improvements to the Replacement Property, all on the terms and conditions described herein.

NOW, THEREFORE, the mutual covenants herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Incorporation by Reference.** The above recitals and all Exhibits attached to this Agreement are incorporated by this reference as if fully set forth herein.
- 2. Exchange of Property.** Subject to the contingencies set forth in Section 9, the FRA agrees to convey and transfer to the Port the FRA Property at Closing and the Port agrees to convey and transfer to FRA the Replacement Property at Closing. The FRA Property and the Replacement Property are sometimes referred to as the "Property". Except as expressly otherwise provided herein, including in Section 2.1, the conveyance by a Party to the other, shall include all improvements, easements, appurtenances and hereditaments pertaining thereto, including all water rights, permits, claims, shares in public or private irrigation districts or companies, rights to water and the like appurtenant to or associated with each Property.

2.1 Excluded Property. All personal property located on the FRA Property is excluded from this transaction; provided that the FRA must remove such personal property prior to the Closing. In the event any personal property remains on the FRA Property at Closing, then title and ownership of said personal property shall automatically vest in the Port for no additional cost, and the FRA agrees to sign any and all documents reasonably requested by Port to vest title in the personal property in the FRA at the end of the lease agreement.

3. Earnest Money. The Port shall pay to CW Title and Escrow, Wenatchee Office, at 250 E Penny Rd #400, Wenatchee, WA 98801 (“Escrow Agent”) earnest money in the amount of Five Thousand and No/100 Dollars (\$5,000.00), within five (5) business days of the effective date of this Agreement for the benefit of the FRA. Earnest money shall be in the form of a check made payable to CW Title and Escrow (Wenatchee office) and credited to the Closing costs described in Section 10.2, below.

Acknowledging the agreement of the FRA to cease using the FRA Property as a firing range as of December 31, 2023 as described in Section 6.4, below, One Thousand Dollars (\$1,000.00) of the earnest money shall be immediately released to the FRA, and nonrefundable to the Port, as consideration for this commitment. The balance of the earnest money (the “Remaining Earnest Money”) shall also be non-refundable, except as set forth in Section 5.2 (Title), Section 9 (Feasibility Contingency) and Section 15 (Default), below.

4. Exchange Consideration. The consideration for the purchase and sale hereunder shall be the exchange of the FRA Property for the Replacement Property and the Port’s commitments herein. For the purposes of this Agreement, the Parties agree that the value of the FRA Property and the FRA’s agreement to exchange is equal to the value of the Replacement Property and the Port commitments under this Agreement. The Parties acknowledge that without the Port commitments and obligations under this Agreement, including the obligations set forth in Exhibit “C”, the RPA would not have agreed to relocate, exchange the FRA Property or enter into this Agreement.

5. Conveyance of Title.

5.1 Exchange of Deeds. At Closing, the FRA shall sign, execute, and deliver a Statutory Warranty Deed for the FRA Property to the Port and/or Closing agent (the “FRA Deed”) and the Port shall sign, execute, and deliver a Statutory Warranty Deed for the Replacement Property to the FRA and/or Closing agent (the “Port Deed”). Each Statutory Warranty Deed (collectively the “Deeds”) shall be subject to those matters set forth in this Section 5.

5.2 Title Insurance. Within twenty (20) calendar days of the effective date, FRA shall make available to the Port as to the FRA Property, and the Port shall make available to FRA as to the Replacement Property, a preliminary commitment for title insurance (each a “Title Commitment”) issued by CW Title and Escrow. The Party receiving a Title Commitment under this Section is referred to as “Transferee” with the Party delivering the Title Commitment referred to as “Transferor”. Transferee shall give written notice to the Transferor within thirty (30) calendar days of the Transferee’s actual receipt of the Title Commitment from the Transferor (including copies of all special exceptions) of any defects or encumbrances, other than Permitted Exceptions specified in Section 5.3 to which the Transferee objects (the “Objection”). Transferor shall exercise reasonable good faith to attempt to remove, or in the case of the Replacement Property not then owned by the Port, to cause to be removed, matters to which the Transferee objects. If Transferor is

unable to cure the defects objected to by Transferee within twenty (20) calendar days after receipt of the Objection, unless the time is extended in writing, then Transferee may elect, as its exclusive remedy, either to waive such defects, or to terminate this Agreement. In addition, if the Port a Transferor is unable to remove the defect set forth in the Objection, then the FRA shall be entitled to retain the Remaining Earnest Money described in Section 3, if the FRA terminates this Agreement under this Section 5.2. Each Preliminary Title Commitment shall be provided at the Port's expense.

5.3 Permitted Exceptions. The following shall not be considered encumbrances or defects of title on either the Replacement Property or the FRA Property (hereafter "Permitted Exceptions"):

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

5.3.2 Existing easements, conditions, restrictions, covenants, and matters of record not impacting a Party's intended use of the Property; and

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

5.4 Delivery of Title Policy at Closing. At Closing, each Transferor shall provide to the Transferee or the Title Company, upon request an "owner's affidavit" or similar document on a form provided by the title company, to provide the owner's title policy consistent with this Section 5.2. Each Transferor shall deliver to the Transferee of the respective Property at or within a reasonable period following Closing, a standard owner's policy of title insurance (the "Title Policy") containing no exceptions other than the customary form printed exceptions ("Standard Exceptions"), the exceptions in Section 5.3 (Permitted Exceptions), and the exceptions listed in the Title Commitment that a Transferee has accepted pursuant to Section 5.2, if any ("Accepted Exceptions"). The Port shall pay the costs of all Title Policies. The coverage for each Property shall be in the amount of One Million and no/100 Dollars (\$1,000,000).

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

6. Representations and Warranties of FRA. Effective as of the date of this Agreement and as of the date of Closing, the FRA represents and warrants to Port, as follows:

6.1 Acknowledging the Port's familiarity with the FRA Property's use as a long-term firing range, and the necessity of remediation of the FRA Property, the FRA is not aware of any other material facts adversely affecting the Property which have not been disclosed in writing to the Port.

6.2 There are no underground storage tanks beneath the FRA Property.

6.3 The FRA shall undertake to maintain the FRA Property in its present or better condition until Closing;

6.4 The FRA ceased using the FRA Property for firing range and related purposes as of December 31, 2023;

6.5 The FRA Property contains no leased or encumbered personal property or fixtures.

6.6 The FRA owns good and marketable title to the FRA Property. There are no adverse or other parties in possession of the FRA Property, or of any part thereof.

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

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

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

6.10 Except for hazardous substances that may exist from historical use as a firing range, the FRA has not used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the FRA Property or transported to or from the Property, any hazardous material in violation of state and federal laws and regulations nor, has the FRA allowed any other person or entity to do so.

6.11 Except for hazardous substances that may exist from historical use as a firing range, no hazardous materials have been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the FRA Property in violation of any law nor transported to or from the FRA Property in violation of law by any entity or person or from any source.

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

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

6.14 The FRA is a nonprofit corporation validly existing under the laws of the state of Washington. FRA has the legal power, right and authority to enter into this Agreement and the documents required to be executed by FRA under this Agreement and to consummate the transactions contemplated herein. All requisite action (corporate, municipal or otherwise, including requisite action, if any, of the constituent member agencies or member municipal corporations having an interest in the FRA) has been taken by the FRA in connection with the entering into this Agreement and the documents required hereby. No consent of any other party or any governmental authority is required for the performance by the FRA of its obligations hereunder and upon execution, this Agreement is a valid and binding obligation of the FRA. Neither the execution and delivery of this Agreement nor the consummation of the transactions

contemplated herein will violate any order, writ, injunction, decree, statute, rule or regulation applicable to the FRA or any of their properties or assets.

7. Representations and Warranties of the Port. FRA acknowledges that the Port's familiarity with the Replacement Property is minimal, the Port contemplates an exchange of the Replacement Property with the FRA nearly simultaneously with its acquisition and the Port will have been in possession of the Replacement Property for a very short time. Further, the FRA will have access contemporaneously to the Port's due diligence materials received under the Replacement Property PSA as described in Section 10, below.

Notwithstanding these acknowledgements, effective as of the date of this Agreement and as of the date of Closing, the Port represents and warrants to the FRA, as set forth below. All representations and warranties by the Port are made to the best of the Port's actual knowledge. "Actual knowledge" shall mean the actual knowledge of James M. Kuntz without any duty to investigate or without imputation of the knowledge of any other person, firm or entity.

7.1 The Port is not aware of any other material facts adversely affecting the Replacement Property which have not been disclosed in writing to the RPA.

7.2 There are no underground storage tanks beneath the Replacement Property.

7.3 Upon acquisition of the Replacement Property, the Port shall maintain the Replacement Property in the same or better condition until Closing.

7.4 The Replacement Property contains no leased or encumbered personal property or fixtures.

7.5 Upon acquisition of the Replacement Property, the Port will own good and marketable title thereto and there will be no adverse or other parties in possession of the Replacement Property, or of any part thereof.

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

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

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

7.9 During the period of its ownership, the Port will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Replacement Property or transport to or from the Replacement Property, any hazardous material in violation of state and federal laws and regulations nor, will the Port allow any other person or entity to do so.

7.10 No hazardous materials have been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Replacement Property by the Port in violation of law nor transported to or from the Property in violation of law by any entity or person or from any source.

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

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

7.13 The Port is a Washington municipal corporation validly existing under the laws of the state of Washington. The Port has the legal power, right and authority to enter into this Agreement and the documents required to be executed by the Port under this Agreement and to consummate the transactions contemplated herein. All requisite action has been taken by the Port in connection with the entering into this Agreement and the documents required hereby and upon execution, this Agreement is a valid and binding obligation of the Port. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Port or any of their properties or assets.

8. Disclosure Statement. The FRA shall, as to the FRA Property, provide the Port a complete and signed disclosure as required by Chapter 64.06 RCW within ten (10) calendar days of the effective date of this Agreement for the Port's review. The Port shall, as to the Replacement Property, provide the FRA a complete and signed disclosure as required by Chapter 64.06 RCW within ten (10) calendar days of the effective date of this Agreement for FRA's review.

9. Contingencies.

9.1 Feasibility. The Port as to the FRA Property and the FRA as to the Replacement Property (and each Party's contractors, consultants, agents and business prospects, hereafter "Representatives") shall have ninety (90) days from the effective date of this Agreement (the "**Initial Contingency Period**") to review the feasibility of acquiring the Replacement Property and the FRA Property as the case may be, and to conduct whatever inspections and investigations a Party or its Representatives deem appropriate as to such Property.

9.1.1 Port Right of Entry to FRA Property. The Parties acknowledge that they previously executed a Right of Entry which expired by its terms on or about August 30, 2023. Notwithstanding any prior Right of Entry or its expiration, the Port and its Representatives shall have the

right under this Agreement to enter the FRA Property to conduct inspections, studies and investigations (collectively the "Inspection") as the Port deems desirable to evaluate the FRA Property, provided that Port shall be solely responsible for restoring the FRA Property to the condition that reasonably existed prior to said entry. The Port shall be responsible for any and all damage caused to the FRA Property arising from or related to said entry and Inspection and agrees to indemnify and hold the FRA harmless in this regard.

9.1.2 FRA Right of Entry to Replacement Property. The FRA and its Representatives as nominee of the Port under the Replacement Property PSA shall have the right to enter upon the Replacement Property to conduct inspections, studies and investigations (collectively the "Inspection") as the FRA deems desirable to evaluate the Replacement Property, provided that FRA shall be solely responsible for restoring the Replacement Property to the condition that reasonably existed prior to said entry. The FRA shall be responsible for any and all damage caused to the Replacement Property arising from or related to said Inspection and agrees to indemnify and hold the Port and the owner of the Replacement Property harmless in this regard.

9.1.3 Right to Extend Initial Contingency Period. Either Party shall have the right to extend the Initial Contingency Period for two (2) periods of forty-five (45) days each (the "**Extended Contingency Period**") and together with the Initial Contingency Period, the "**Contingency Period**"). The Party wishing to extend shall deliver notice of any extension to the other Party prior to the expiration of the Initial Contingency Period and the first Extended Contingency Period, as the case may be.

9.1.4 Notice of Voluntary Termination during Contingency Period.

9.1.4.1 By the Port. The Port shall have the right to terminate this Agreement by delivering written notice of termination (the "**Termination Notice**") to the FRA and the Escrow Agent described in Section 3, no later than five (5) business days after the last calendar day of the Initial Contingency Period or any Extended Contingency Period, as applicable.

9.1.4.2 By the FRA. The FRA shall have the right to terminate this Agreement by delivering a Termination Notice to the Port and the Escrow Agent no later than five (5) business days after the last calendar day of the Initial Contingency Period only. Thereafter the FRA's right to terminate shall end.

9.1.4.3 Effect of Termination Notice. Upon delivery of the Termination Notice by either Party, this Agreement shall terminate automatically without necessity of further act by the Parties, and the Remaining Earnest Money shall be refunded to the Port. If a Party does not timely deliver the Termination Notice, this Agreement shall remain effective by its terms.

9.2 Conditional Use Permit. The Port will pursue a conditional use permit ("CUP") during the Contingency Period for the Replacement Property to allow the Replacement Property's use as an indoor firing range. The Closing is contingent upon a determination by Chelan County that the indoor firing range is an essential public facility ("EPF") and the issuance of the CUP for an EPF on the Replacement Property, on terms and conditions acceptable to the Parties during the Contingency Period. The Port will request proposals for a consultant with experience in the design and permitting of indoor firing ranges. Upon receipt of proposals, the Port and the FRA will meet and confer on the selection of the consultant to be retained by the Port. The retention of the consultant shall be at the Port's sole cost and expense. The Port shall deliver a copy of the proposed initial CUP application (and any material amendments) to the FRA prior

to submission to Chelan County, and FRA shall have five (5) business days to deliver written comments to the Port. If the FRA does not deliver any written comments, then the FRA shall be deemed to have accepted and approved the delivered materials as proposed by the Port, and any CUP issued as a result of those materials. Upon timely receipt of written comments from the FRA, the Parties agree to immediately meet and confer in good faith to address any concerns. If the concerns raised by the FRA in the written comments cannot be addressed to the satisfaction of both Parties, then either Party may terminate this Agreement and the Remaining Earnest Money will be refunded to the Port. The FRA agrees to sign any document or application reasonably requested by the Port in furtherance of seeking (a) the determination that an indoor firing range is an EPF, and (b) the CUP. Representatives of the FRA agree to be available, as necessary, to attend meetings and hearings associated with the EPF determination and CUP application. If a CUP is not issued during the Contingency Period, then the FRA may either waive this contingency, or this Agreement will terminate and the Remaining Earnest Money will be refunded to the Port.

9.3 Replacement Property Acquisition; Condition to Closing. Notwithstanding any contingency herein, the Parties acknowledge that the transaction hereunder is expressly conditioned and contingent upon the Port's acquisition of the Replacement Property legally described on Exhibit "B" during the Contingency Period.

9.3.1 Termination of Replacement Property PSA During Contingency Period. In the event that the Replacement Property PSA terminates during the Contingency Period without the Port's acquisition of the Replacement Property, the Port shall have twenty (20) days after such Replacement Property PSA termination to propose an alternate Replacement Property in writing to the FRA. If the FRA accepts the alternate Replacement Property, then the Parties shall enter into an amendment to this Agreement to reflect the alternate Replacement Property and including a reasonable extension of the dates and time frames for contingency expirations and Closing herein. If the Port fails to acquire the Replacement Property and no acceptable alternate Replacement Property is located, then this Agreement shall terminate for failure of the contingency and the Remaining Earnest Money shall be refunded to the Port.

9.3.2 Replacement Property Closing as a condition to Exchange Closing. The Parties acknowledge that notwithstanding any other contingency herein, or the extension or expiration of the Initial Contingency Period or any Extended Contingency Period, the Port's acquisition of the Replacement Property is a condition to Closing under this Agreement.

9.4 Cooperation in Feasibility. Each Party agrees to cooperate and provide the necessary information reasonably requested by the other and its Representatives to complete the feasibility described in this Section 9. In addition, the Parties acknowledge that the Port may be undertaking its due diligence and inspections under the Replacement Property PSA at the same time as the feasibility period described in this Section 9. The Port shall provide FRA a copy of any written reports or summaries prepared by or obtained from third parties regarding the Replacement Property (other than any attorney work product or attorney-client communications) in connection with the Port's due diligence under the Replacement Property PSA. Further, the Port shall ensure that FRA is designated as a third party beneficiary or reliance party for any reports the Port commissioned by the Port in connection with the Replacement Property.

9.4.1 Rezone. FRA acknowledges that the Port desires either to have the FRA Property included in a comprehensive plan amendment and rezone of the FRA Property (and other adjacent real properties) to a rural industrial zone, and/or support the inclusion of the FRA Property in

any future Malaga Urban Growth Area. The FRA agrees to cooperate and support Port's efforts described in this paragraph.

9.4.2 FRA Cooperation in VCP. At any time during the Contingency Period, the Port may request that the FRA submit, or cooperate in the Port's submission, of an application to the Washington State Department of Ecology ("DOE") to address certain environmental conditions on the FRA Property through the DOE voluntary cleanup program ("VCP"). If the Closing on the FRA Property does not occur, the Port will, with the cooperation of FRA, cause the FRA Property to be withdrawn from the VCP.

9.5 Waiver. Either Party may at any time provide written notice to the other waiving any contingency for the benefit of such Party in this Section 9.

10. Closing.

10.1 Time for Closing. Unless agreed otherwise, the Closing of this transaction shall occur no later than thirty (30) days following the fulfillment or waiver of all contingencies and the fulfillment of the condition to closing described in Section 9.3.2; provided, however that if Closing does not occur by December 31, 2024 due to the failure of the condition to Closing described in Section 9.3.2, this Agreement shall terminate and the Remaining Earnest Money shall be refunded to the Port. Closing shall occur at the office of the Escrow agent.

10.2 Responsibilities of Parties – Costs. The Port and the FRA shall deposit with CW Title and Escrow all instruments, documents and monies necessary to complete the transaction in accordance with this Agreement. The Parties shall pay their own attorney's fees. After the application of the Remaining Earnest Money, the Port shall pay all other costs of escrow, the Title Policy for each Property, the real estate excise tax on the transfer of the Replacement Property and the FRA Property, if any, and the recording fees for the Deeds described in Section 5.1. The Port shall pay for the preparation of the FRA Deed and the Replacement Deed and corresponding Excise Tax Affidavits which shall be prepared by Port's attorney. Each Party shall pay the prorated portion of real property taxes and irrigation assessments (based on the irrigation season) for the current year based on the date of Closing. For the purpose of the prorations, each Party will be deemed to be in title to the Property acquired under this Agreement from the other Party beginning at 12:01 a.m. on the closing date.

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

12. Possession. The FRA shall deliver possession of the FRA Property to the Port at Closing. The FRA shall be entitled to possession of the Replacement Property at Closing, subject to the Port's post-closing obligations under the Construction Services Agreement described in Section 14 and Exhibit "C" attached hereto.

13. AS-IS. Condition of Property. The Port acknowledges that at Closing, the FRA Property is conveyed to the Port "as-is", "where-is" and without any representation by the FRA, except as otherwise expressly stated herein. The FRA acknowledges that at Closing, the Replacement Property is conveyed to the FRA "as-is", "where-is" and without any representation by the Port, except as otherwise expressly stated herein.

13.1 The Parties acknowledge that due to the historical use of the FRA Property as an outdoor firing range conditions exist associated with said activities that will require environmental remediation. If Closing occurs, the Port agrees, effective as of the date of Closing (a) to be solely responsible for the costs associated with the environmental remediation associated with said historical outdoor firing range activities on the FRA Property; and (b) to release the FRA from any and all claims associated with environmental conditions existing on the FRA Property due to its use as an outdoor firing range.

14. Construction Services Agreement. Simultaneously with this Agreement, the Parties will execute a Construction Services Agreement in the form attached hereto as Exhibit "C" for the Port, or its designated agent's, provision of services in connection with the construction of the indoor firing range on the Replacement Property. Termination of this Agreement shall automatically terminate the Construction Services Agreement.

15. Default. Time is of the essence of this Agreement. If the FRA defaults (that is, refuses or fails to perform the acts required of the FRA hereunder) in its contractual performance herein, the Remaining Earnest Money shall be refunded to the Port, and the Port may bring suit for equitable relief, including specific performance, and seek damages arising from the FRA's default. If the Port defaults, the Remaining Earnest Money, upon demand, shall be forfeited and paid to the FRA as the FRA's sole and exclusive remedy.

16. No Personal Liability of Officers or Directors; No Consequential Damages.

16.1 Each Party acknowledges that this Agreement is entered into by the other as a legal entity and no individual officer, member, employee or representative of a Party shall have any personal liability under this Agreement.

16.2 The Parties acknowledge and agree that neither Party be liable to the other Party under this Agreement for any indirect or consequential damages, including but not limited to claims for loss of use, rents, anticipated profit or business opportunity, or business interruption or emotional distress.

17. Independent Counsel. The FRA acknowledges that Port is represented by Ogden Murphy Wallace, P.L.L.C. The Port acknowledges that the FRA is represented by Bromiley Mackay Williams, P.L.L.C.

18. Brokerage Fees. The Parties represent that they have not incurred finder's fees, broker's fees or commissions, or similar obligations in connection with the Property which is the subject of this Agreement. Each Party will indemnify, defend and hold the other Party (and such other Party's its agents, representatives, and advisors) harmless from any fees, commissions or other obligations under this Section.

19. Risk of Loss. Prior to Closing, the FRA shall bear the risk of loss for the FRA Property and the Port shall bear the risk of loss for the Replacement Property. The Parties acknowledge that the FRA Property and the Replacement Property do not have significant improvements. If, prior to Closing, improvements on the Property shall be destroyed or materially damaged by fire or other casualty, neither Party shall be entitled to cancel this Agreement or refuse to perform, and each Party shall look to their respective insurance proceeds to cover a Party's loss; provided, however, that this shall not limit a Party from recovery if such destruction or damage was caused by the negligence or intentional act of the other Party (or such Party's agents, employees or contractors.)

20. Notices. All notices, demands, requests, consents and approvals that may, or are required to, be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) sent by a nationally recognized overnight delivery service, or (c) if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

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

TO FRA: Firing Range Association

All notices shall be deemed given on the day such notice is delivered (or if refused, the date of such refusal) or the second (2nd) calendar day after such notice is mailed in accordance with this Section.

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

22. Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the Parties. Neither Party may assign this Agreement without the prior written consent of the other Party.

23. Encumbrance During Interim. Neither Party may financially encumber any Property described herein prior to Closing, unless the encumbrance is discharged or satisfied at Closing.

24. Survival. Except for Sections 6, 7 and 13.1 and the rights and obligations of the Parties under the Agreement described on Exhibit "C", which shall survive Closing as binding representations and warranties of the Parties, the terms and conditions of this Agreement shall not survive Closing and shall merge with the recordation of the Statutory Warranty Deeds.

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

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

27. Entire Agreement; Amendment. This Agreement, including all recitals and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and

supersedes any and all prior or contemporaneous understandings, negotiations, representations, promises and agreements, oral or written with respect to the subject matter hereof. No representations, inducements, promises, or agreements have been made in connection with this Agreement by either Party, or anyone acting on behalf of a Party, other than those expressly set forth herein. This Agreement may be amended, modified or supplemented only by a writing signed by the parties.

28. Severability. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, such term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

29. Time. Time is of the Essence in this Agreement.

The "effective date of this Agreement" shall mean the date of the last signature set forth below.

DATED: _____

DATED: _____

PORT:

FRA:

PORT OF CHELAN COUNTY

FIRING RANGE ASSOCIATION

By: _____
James M. Kuntz, Executive Director

By: _____

By: _____

By: _____

EXHIBIT "A"

Legal Description of the FRA Property

EXHIBIT "B"

Legal Description of the Replacement Property

EXHIBIT "C"

Construction Services Agreement



REQUEST FOR PROPOSALS
Strategic Planning Consulting Services
for the Chelan Douglas Regional Port
Authority, Wenatchee, WA

Notice is hereby given that the Chelan Douglas Regional Port Authority will receive proposals electronically to the RFP for Strategic Planning Consulting Services up to the hour of:

3:00 p.m.
Tuesday, February 20, 2024

All interested proposers must notify the RFP Coordinator, Stacie de Mestre at stacie@cdrpa.org to register and be included in the Proposer List.

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1. INTRODUCTION / PROJECT REQUIREMENTS

1.1 PURPOSE AND OBJECTIVES

The Chelan Douglas Regional Port Authority is seeking responses to this solicitation for the purposes of facilitating the development of a strategic plan for the Regional Port. The Regional Port was functionally consolidated as of January 1, 2020, and currently operates without a strategic plan.

The Regional Port seeks a consultant to propose an approach for development and implementation of a plan that includes input from a broad range of stakeholders, including Port Commissioners; Port staff; community partners; and citizens. Ultimately, the plan will provide a broad vision for the current and future direction of the Regional Port but will also provide clear guidelines for the development of the annual budget. The plan should include a 10-year vision; initiatives and objectives; metrics for charting and reporting on progress; and an implementation plan. The most capable consultant will be selected from this process to provide services in 2024.

1.2 BACKGROUND OF PROJECT

The Chelan Douglas Regional Port Authority is the first of its kind in Washington. The Chelan Douglas Regional Port Authority is the principal economic development agency for Chelan and Douglas Counties located in North Central Washington. The Port of Chelan County and the Port of Douglas County voted to functionally consolidate as of January 1, 2020, and operate as an independent government entity under the provisions of Title 53 of the Revised Code of Washington (RCW).

The Chelan Douglas Regional Port Authority's mission is to "Work Together to Enhance the Economic Vitality of North Central Washington" to create living-wage jobs, stimulate private sector capital investment, and enhance the economic well-being of families in the communities within Chelan and Douglas Counties.

1.3 SCOPE OF WORK

The Regional Port seeks a consultant to work with its internal Strategic Plan Committee and assist in the strategic planning process by facilitating the identification of goals, setting of priorities, and providing recommendations for the planning, communication, implementation, and evaluation of a plan that will result in a broad vision for the future direction of the Regional Port, as well as specific initiatives to guide the annual budget process.

The plan must emphasize an ever-changing economic climate, local, domestic, and international market opportunities, and environmental stewardship. It is essential that the

strategic plan reflects the values of Regional Port Commissioners, the community, neighbors, and employees. It is anticipated that the strategic plan will be developed in two primary phases. Phase 1 – the Initiation and Planning phase will begin approximately March/April 2024. Phase 2 – the Plan Development phase will begin approximately June 1, 2024.

1.4 CONSULTANT PROFILE

The successful consultant should have extensive organizational strategic planning expertise and experience, with an emphasis placed on specific experience in the public and private sectors and preferably some experience working with ports. The successful consultant must be able to demonstrate strong capabilities in communications and public outreach, and in effective management of set agendas and schedules.

1.5 CONTRACT PERIOD OF PERFORMANCE

The period of performance of an agreement resulting from this RFP is expected to be through 2024 or completion of the project. Amendments extending the period of performance, if any, shall be by mutual agreement.

1.6 OPTIONAL WORK PRODUCT

Upon the completion of a Strategic Plan and at the Regional Port's option, the Regional Port may elect to engage the Consultant to perform a Comprehensive Scheme of Harbor Improvements (Port Comprehensive Plan) per RCW 53.20. Said work will be under a separate negotiated agreement. Existing Comprehensive Plans can be found here: <https://www.cdrpa.org/comprehensive-plans>.

2. GENERAL INFORMATION FOR CONSULTANTS



2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact at the port for this procurement. All communication between the Consultant and the Regional Port upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Stacie de Mestre, Director of Economic Development
Address	One Campbell Parkway, Suite A
City, State, Zip Code	East Wenatchee, WA 98802
Phone Number	(509) 884-4700
Fax Number	(509) 662-5151
E-Mail Address	stacie@cdrpa.org

Any other communication will be considered unofficial and non-binding on the port. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2.2 SUBMISSION OF PROPOSALS

The proposal must be received by the Regional Port **no later than 3:00 pm, Tuesday, February 20, 2024**. The proposal is to be sent electronically to the RFP Coordinator at the e-mail address noted in Section 2.1.

2.3 ANTICIPATED SOLICITATION SCHEDULE

Issue Request for Proposals	February 6, 2024
Proposals due	Tuesday, February 20, 2024
Complete Proposal Evaluation	Week of February 26 th
Announce “Apparent Successful Consultant”	By March 1, 2024
Begin contract work	March/April 2024

Proposals must be received by the issued deadline. Late proposals may be automatically disqualified from further consideration. The proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits. Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of the port and will not be returned.

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

All proposals received shall be deemed public records as defined in Chapter 42.56 RCW, “Public Records.”

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on the lower right hand corner of the page.

2.5 MEDIA

The Regional Port is extensively covered by the local media outlets in North Central Washington. Materials submitted to the Regional Port are likely to be reported on by various media outlets.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, or if questions arise, an addendum will be published through the Regional Port’s website, at <https://www.cdrpa.org/bid-opportunities>. Questions arising from this proposal request will be documented and answered in written form and made available on the Regional Port’s website.

The Regional Port reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of an AGREEMENT.

2.7 ADDENDUM ACKNOWLEDGEMENT

The Proposer must acknowledge receipt of any addenda to the solicitation. ***Failure to acknowledge receipt of Addenda MAY render the proposal non-responsive and therefore void.***

2.8 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. The Regional Port also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.9 MOST FAVORABLE TERMS

The Regional Port reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Consultant can propose. The Regional Port does reserve the right to contact a Consultant for clarification of its proposal during the evaluation process. In addition, if the Consultant is selected as the apparent successful Consultant, the port reserves the right to enter into contract negotiations with the apparent successful Consultant, which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some or all of the Consultant's proposal. The Consultant should be prepared to accept this RFP for incorporation into an AGREEMENT resulting from this RFP. It is also understood that the proposal will become part of the official contract file.

2.10 CHELAN DOUGLAS REGIONAL PORT AUTHORITY GENERAL TERMS AND CONDITIONS

The apparent successful Consultant will be expected to accept and enter into a Chelan Douglas Regional Port Authority AGREEMENT and its Personal Services General Terms and Conditions (Attachment A). In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Regional Port will review requested exceptions and accept or reject the same at its sole discretion.

The successful Consultant shall comply with all local, state, and federal requirements.

2.11 COSTS TO PROPOSE / NO OBLIGATION TO CONTRACT

The Regional Port will not reimburse Consultant for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the port to accept or contract for any expressed or implied services. The Regional Port reserves the right to request any Consultant to clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation of the Consultant's proposal.

2.12 REJECTION OF PROPOSALS

The Regional Port reserves the right at its sole discretion to reject any and all proposals received without penalty and not issue an AGREEMENT as a result of this RFP.

2.13 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with interested Proposers and the RFP Coordinator after the completion of the selection process and award of contract.

2.14 CHELAN DOUGLAS REGIONAL PORT AUTHORITY POLICY STATEMENT

The Chelan Douglas Regional Port Authority assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and as amended, and the Civil Rights Restoration Act of 1987 (P.I. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Washington State Department of Transportation. The Chelan Douglas Regional Port Authority further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs or activities are federally funded or not. In the event the Chelan Douglas Regional Port Authority distributes federal aid funds to another governmental entity or other sub-recipient, the Chelan Douglas Regional Port will include Title VI language in all written agreements.

3. PROPOSAL SUBMITTAL AND EVALUATION PROCESS



3.1 EVALUATION METHODOLOGY

The objective of this solicitation is to evaluate and select one consultant to enter into an agreement. Responses to this RFP will be evaluated by a team of selected Regional Port staff who will independently score each proposal based on the criteria defined in this solicitation. Interviews may be conducted with firms determined to be finalists. The proposer receiving the highest score from the evaluation process will be selected to enter into an agreement.

3.2 REQUEST FOR PROPOSAL FORMAT

Consultants are required to submit an electronic proposal. Please refer to section 2.2 SUBMISSION OF PROPOSALS for guidance on submitting your proposal.

Proposals may be printed for review and evaluation by the Regional Port and shall be formatted on 8 1/2 x 11-inch paper with tabs separating major sections of the proposal. It is preferred that proposal responses be limited to **20 pages** (excluding cover pages, personnel resume(s) and required forms). This limit serves only as a guide and scoring will not be impacted if the proposal stays within a reasonable range to this limit request. Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal but should assist the Proposer in preparing a thorough response.

3.3 CONFLICT OF INTEREST

Please provide disclosure of any conflicts or potential conflicts of interest that may in any way influence or impact the ability to perform the services defined in this solicitation.

3.4 EVALUATION CRITERIA

The following information is required and will be used to evaluate and rank responses (*failure to submit these items may be cause for deeming a proposal non-responsive*). Relative weighting is as indicated.

Scoring Criteria 1: Firm’s Background, Qualifications, General Experience 30 Points

- Provide a summary of qualifications, experience, and capability to perform all services as outlined in this RFP.
- Outline your agency’s history, how long it has been in business, type of work your firm normally performs and areas of special expertise.
- Provide management and organizational structure (please provide an organizational chart).
- Provide resumes of individual staff members who will have a key role in this account (not to exceed one page per individual).
- Identify subconsultants and roles of involvement for the project.
- Provide examples of similar projects performed.
- Provide work your firm has performed for government/public agencies.

Scoring Criteria 2: Project Approach and Methodology 30 Points

- Define project management philosophy.
- Provide a brief interpretation of the project and approach used that would yield the desired outcome.
- Outline plan for communication, outreach, and coordination with internal and external stakeholders. Include frequency of meetings and whether they will be in person or virtual.
- Identify project milestones and deliverables.
- Provide three client references (specify type(s) of project, current point of contact information including name, telephone, address and if available, email). Clients should have a similar-sized account or be a public agency.

Scoring Criteria 3: Cost 15 Points

- Provide hourly rates for services and personnel involved with the project.
- Estimated total cost of project.

**PERSONAL SERVICES AGREEMENT
(Contract Over \$10,000)**

THIS PERSONAL SERVICES AGREEMENT (“Agreement”) is made by and between the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation (the “Port”), and _____ (the “Consultant”). The Port and the Consultant are referred together as “Parties” or individually as “Party.”

RECITALS

WHEREAS, the Port is presently engaged in a competitive solicitation process for a consultant to provide [accounting, public relations, legal, etc.] services on _____ project and desires to retain a consultant to perform such personal services;

WHEREAS, the [accounting, public relations, legal, etc.] services on _____ project do not qualify as a public works project or professional services;

WHEREAS, the Consultant participated in the Port’s competitive solicitation process and has represented to the Port that the Consultant is qualified and has the requisite training, expertise, ability, and experience necessary to perform the personal services;

WHEREAS, the Consultant has represented it is appropriately accredited and licensed by all applicable agencies and governmental entities;

WHEREAS, the Port desires to retain the Consultant to perform the personal services and Consultant agrees to perform said services; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the Parties as follows:

AGREEMENT

1. Retention of Consultant - Scope of Services.

- A. The Port hereby retains the Consultant to provide personal services (“Services”) as defined in this Agreement and as necessary to accomplish the scope of Services attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all Services, labor, and related equipment necessary to conduct and complete the Scope of Services, except as specifically noted otherwise in this Agreement. Consultant will perform all Services consistent with recognized standards in the same profession and locality, and involving similar conditions.
- B. It is recognized that the Consultant may or will be performing personal services during the term of this Agreement for other parties; however, such performance of

other services shall not conflict with or interfere with the Consultant's ability to perform the Services. The Consultant agrees to resolve any such conflicts of interest in favor of the Port. The Consultant confirms that it does not have a business interest or a close family relationship with any Port officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.

2. Compensation.

- A. The Port shall pay the Consultant an amount not to exceed a maximum amount and according to a rate or method as described on **Exhibit B**, attached hereto and incorporated by this reference. The Consultant's staff and billing rates shall be as described on **Exhibit B**. The Consultant agrees that any hourly or flat rate charged by it for its Services contracted for herein shall remain locked at the negotiated rate until completion of the Services. Except as otherwise provided in **Exhibit B**, the Consultant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the Parties agree to a modification of this Agreement, pursuant to Section 22 herein.
- B. The Consultant shall submit monthly invoices to the Port after such Services have been performed, and a final bill upon completion of all the Services described in this Agreement. The Port shall pay the full amount of an invoice within thirty (30) days of receipt. If the Port objects to all or any portion of an invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the Parties shall immediately make every effort to settle the disputed portion.

3. Relationship of Parties. The Parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the Port hereunder, no agent, employee, representative or subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant of the Port. In the performance of the Services, the Consultant is an independent contractor with the ability to control and direct the performance and details of the Services, the Port being interested only in the results obtained under this Agreement. None of the benefits provided by the Port to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the Port to the employees, agents, representatives, or subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants during the performance of this Agreement. The Port may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

4. **Duration of Work.** The Port and the Consultant agree that the Services will begin on the tasks described in **Exhibit A** immediately upon the effective date of this Agreement as stated in Section 23. The Parties agree that the Services described in **Exhibit A** shall be completed by _____; provided however, that additional time shall be granted by the Port for excusable delay or extra work.

5. **Termination.** The Port reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the Consultant. Any such notice shall be given to the address specified in Section 17. In the event that this Agreement is terminated by the Port without cause, a final payment shall be made to the Consultant for all Services performed. No payment shall be made for any Services completed after thirty (30) days following receipt by the Consultant of the notice to terminate. In the event that Services of the Consultant are terminated by the Port for cause, the amount to be paid shall be determined by the Port with consideration given to the actual cost incurred by the Consultant in performing the Services to the date of termination, the amount of Services originally required which would satisfactorily complete it to date of termination, whether that service is in a form or type which is usable to the Port at the time of termination, the cost of the Port of employing another firm to complete the Services required, and the time which may be required to do so.

The Port may terminate this Agreement immediately if the Consultant materially violates the terms of this Agreement, fails to maintain required insurance policies in Section 8, or violates Section 6; and such may result in ineligibility for further Port agreements.

6. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be immediately terminated by the Port, where such termination shall be deemed “for cause,” and that the Consultant may be barred from performing any services for the Port now or in the future.

7. **Indemnification.**

- A. The Consultant shall defend, indemnify and hold the Port, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Port.
- B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Port, its officers, officials,

employees or volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. **This waiver has been mutually negotiated by the Parties.**

- C. The provisions of this Section shall survive the expiration or termination of this Agreement.

8. Insurance.

- A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own Services including the work of the Consultant's agents, representatives, employees, subconsultants or subcontractors.
- B. Before beginning its Services on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):
 - 1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
 - 2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employer's liability, and
 - 3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be by an 'A' rated company licensed to conduct business in the State of Washington. If such coverage is written on a claims made form, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the Port.
- C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the Port is required to contribute to the deductible under any of the Consultant's insurance policies, the Consultant shall reimburse the Port the full amount of the deductible within ten (10) working days of the Port's deductible payment.
- D. The Chelan Douglas Regional Port Authority, Port of Chelan County, and Port of Douglas County shall be named as additional insureds on the Consultant's commercial general liability policy. This additional insured endorsement shall be

included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in this Section 8B. The Port reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

- E. Under this Agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The Port's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the Port only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the Port at least thirty (30) days in advance of any cancellation, suspension or material change in the Consultant's coverage.
- G. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Port's recourse to any remedy available at law or in equity.

9. Ownership and Use of Work Product. Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the Port upon payment of the Consultant's fees and charges therefore. No work product produced by the Consultant, in whole or in part, under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant. The Port shall have the complete right to use and re-use such work product in any manner deemed appropriate by the Port, provided, that use on any project other than that for which the work product is prepared shall be at the Port's risk unless such use is agreed to by the Consultant.

10. Port's Right of Inspection. Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the Port and shall be subject to the Port's general right of inspection to secure the satisfactory completion thereof.

11. Compliance with Laws. In the performance of this Agreement, the Consultant shall comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations, including regulations for licensing and certification.

12. Records. The Consultant shall keep all records related to this Agreement for a

minimum period of six (6) years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the Port, and any person authorized by the Port for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the Port with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the Port for copies requested for any other purpose.

13. Non-Disclosure of Confidential Information.

- A. **Disclosure of Confidential Information.** From time to time, the Port may disclose Confidential Information to the Consultant. The Consultant will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “**Representatives**”) who have a need to know such Confidential Information in connection with the current or contemplated Services to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement, require such Representatives to be bound by written confidentiality restrictions no less stringent than those contained herein, and assume full liability for acts or omissions by its Representatives that are inconsistent with its obligations under this Agreement; (c) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).
- B. **Use of Confidential Information.** The Consultant agrees to use the Confidential Information solely in connection with the performance of the Services and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Port. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Consultant hereunder. Title to the Confidential Information will remain solely in the Port. All use of Confidential Information by the Consultant shall be for the benefit of the Port and any modifications and improvements thereof by the Consultant shall be the sole property of the Port.
- C. **Compelled Disclosure of Confidential Information.** Notwithstanding anything in the foregoing to the contrary, the Consultant may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Consultant promptly notifies, to the extent practicable, the Port in writing of such demand for disclosure so that the Port, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided that the Consultant will disclose only that portion of the requested Confidential Information that, in the written opinion of its legal counsel, it is required to disclose. The Consultant agrees that it shall not

oppose and shall cooperate with efforts by, to the extent practicable, the Port with respect to any such request for a protective order or other relief.

- D. **Survival of Duty.** Consultant's duty to hold in confidence the Confidential Information that was disclosed during term of this Agreement shall remain in effect for ten (10) years.
- E. **Return of Confidential Information.** The Consultant shall immediately return to the Port or destroy, upon the Port's request, all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval. Notwithstanding the aforementioned, Consultant may retain a copy of the Confidential Information on a confidential basis in accordance with this Agreement: (a) for its own records, internal auditing or legal purposes; or (b) embedded in computer backup archives which are not practicably able to be returned, destroyed or erased.
- F. **Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Port and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by the Consultant or its Representatives (as defined herein), whenever and however disclosed, including, but not limited to: (a) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (b) plans for products or services, and customer or supplier lists; (c) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (d) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (e) any other information that should reasonably be recognized as confidential information of the Port; (f) any information disclosed to the Consultant by the Port's legal counsel; and (g) any information generated by the Consultant or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Consultant acknowledges that the Confidential Information is proprietary to the Port and has been developed and obtained through great efforts by the Port.

14. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the Services hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the

Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

15. Non-Waiver of Breach. The failure of the Port to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

16. Resolution of Disputes and Governing Law. In the event the Parties cannot agree on any matter set out in this Agreement, they shall 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 pursuant to RCW Chapter 7.04, et. 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 the Consultant, and one by the two thus chosen. If all arbitrators have not been appointed within fifteen (15) calendar days after demand for arbitration, then either side may apply to the Chelan County Superior Court, upon ten (10) calendar 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.

17. Written Notice. All notices required to be given by either Party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given three (3) business days after the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

Chelan Douglas Regional Port Authority:

Atten: _____

Consultant:

Atten: _____

18. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the Services to be provided under this Agreement without the express written consent of the Port. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. If the Port gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent. Subject to the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

19. Attorney's Fees. In the event it is necessary for either Party to utilize the services

of an attorney to enforce any of the terms of this Agreement, such enforcing Party shall be entitled to compensation for its reasonable attorneys' fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing Party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court.

20. Interpretation. This Agreement and any other documents related to it will be interpreted in a fair and neutral manner, without favoring one Party over the other. No provision of this Agreement or any other document related to it will be interpreted for or against any Party because the provision was drafted by the Party or its legal representative.

21. Severability. If a court of competent jurisdiction finds any provision in this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

22. Entire Agreement. The recitals are incorporated into this Agreement by this reference. This Agreement represents the entire integrated agreement between the Port and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both Parties hereto.

23. Execution and Effective Date. Each individual executing this Agreement on behalf of the Port and the Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument. The date upon which the last of both of the Parties have executed a counterpart of this Agreement shall be the "date of mutual execution" hereof and shall be construed as the "effective date" of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the following dates:

DATED _____

DATED _____

CHELAN DOUGLAS REGIONAL
PORT AUTHORITY

CONSULTANT

By: _____
Its: _____

By: _____
Its: _____

SAMPLE

EXHIBIT A – Scope of Services

SAMPLE

EXHIBIT B – Compensation and Billing Rates

SAMPLE

2024 CDRPA Calendar of Events

FEBRUARY 2024

Date:	Time:	Event:	Location:	Attending:
13-Feb	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
19-Feb	All Day	President's Day - Office Closed	All Offices	CDRPA Staff
20-Feb	12:00pm	Wenatchee Valley Chamber of Commerce Board Meeting	WVCC	Commissioners Spurgeon & Etherington
21-Feb	TBD	Wenatchee Downtown Association Annual Appreciation Dinner	Wenatchee Convention Center	Commissioner Etherington
24-25 Feb	All Day	Northwest Aviation Conference & Trade Show	Puyallup, WA	Moyers & Goodrich
27-Feb	9:00am-3:00pm	ADO Best Practices Meeting	Olympia, WA	Lammert
27-28 Feb	All Day	WEDA 2024 Winter Conference	Olympia/Lacey, WA	de Mestre & Lammert
27-Feb	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff

MARCH 2024

Date:	Time:	Event:	Location:	Attending:
7-Mar	8:00am-2:30pm	2024 Municipal Finance Conference	Seattle, WA	
11-15 Mar	All Day	Washington D.C. Delegation Visit	Washington, D.C.	Commissioner DeRock, Kuntz & Lough
12-Mar	9:00am	Cancelled: CDRPA Board Meeting	CTC	Board of Directors; Staff
14-Mar	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioner DeRock
14-Mar		WVCC 2024 Annual Banquet	Wenatchee Valley Convention Center	Board of Directors
19-Mar	12:00pm	Wenatchee Valley Chamber of Commerce Board Meeting	WVCC	Commissioners Spurgeon & Etherington
26-Mar	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
26-Mar	1:00pm	Tri-Commission Meeting	CTC	Board of Directors; Staff
28-Mar	7:30am-1:30pm	Partners in Economic Development Breakfast & Lunch	Wenatchee Valley Convention Center	Board of Directors; Staff

APRIL 2024

Date:	Time:	Event:	Location:	Attending:
2-4 Apr	All Day	FAA Airports Conference	Seattle, WA	Moyers
9-Apr	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
15-18 Apr	All Day	Data Center World Conference	Walter E. Washington Convention Center - Washington D.C.	Commissioner Spurgeon & Kuntz
16-Apr	9:00am - 1:00pm	FAA Meeting	Chelan Airport	Moyers
16-Apr	12:00pm	Wenatchee Valley Chamber of Commerce Board Meeting	WVCC	Commissioners Spurgeon & Etherington
17-19 Apr	All Day	2024 Flywheel Investment Conference	Wenatchee Convention Center	Commissioner Baldwin; de Mestre & Lammert
21-24 Apr	All Day	Craft Brewers Conference - BrewExpo America	Las Vegas, NV	Commissioner Etherington, de Mestre & Lammert
23-Apr	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
28 Apr - May 1	All Day	AAAE Annual Conference	Nashville, TN	Commissioner DeRock, Kuntz & Moyers

MAY 2024

Date:	Time:	Event:	Location:	Attending:
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6-8 May	All Day	WAMA Annual Conference	Auburn, WA	Moyers
9-May	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioner DeRock
14-May	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
15-17 May	All Day	WPPA 2024 Spring Meeting	Skamania Lodge - Stevenson, WA	
21-May	12:00pm	Wenatchee Valley Chamber of Commerce Board Meeting	WVCC	Commissioners Spurgeon & Etherington
27-May	9:00am	Memorial Day - Office Closed	All Offices	CDRPA Staff
28-May	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff

JUNE 2024

Date:	Time:	Event:	Location:	Attending:
11-Jun	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
13-Jun	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioner DeRock
18-Jun	12:00pm	Wenatchee Valley Chamber of Commerce Board Meeting	WVCC	Commissioners Spurgeon & Etherington
21-22 June		Pangborn Festival of Flight	Pangborn Airport	
22-Jun	All Day	Community Dedication Celebration - Army National Guard	Executive Flight	Board of Directors; Staff
23-25 Jun	All Day	Summer Fancy Food Show	New York, NY	Kuntz
25-Jun	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
26-28 Jun	All Day	WPPA 2024 Finance & Administration Seminar	AC Hotel by Marriot - Vancouver, WA	Lough & Deenik

JULY 2024

Date:	Time:	Event:	Location:	Attending:
4-Jul	All Day	Independence Day - Office Closed	All Offices	CDRPA Staff
9-Jul	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
11-Jul	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioner DeRock
11-12 Jul	All Day	WPPA 2024 Directors Seminar	McMenamins Kalama Harbor Lodge	
16-Jul	12:00pm	Wenatchee Valley Chamber of Commerce Board Meeting	WVCC	Commissioners Spurgeon & Etherington
23-Jul	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff

AUGUST 2024

Date:	Time:	Event:	Location:	Attending:
8-Aug	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioner DeRock
13-Aug	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
20-Aug	12:00pm	Wenatchee Valley Chamber of Commerce Board Meeting	WVCC	Commissioners Spurgeon & Etherington
27-Aug	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff

SEPTEMBER 2024

Date:	Time:	Event:	Location:	Attending:
2-Sep	All Day	Labor Day - Office Closed	All Offices	CDRPA Staff
10-Sep	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
12-Sep	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioner DeRock
17-Sep	12:00pm	Wenatchee Valley Chamber of Commerce Board Meeting	WVCC	Commissioners Spurgeon & Etherington
17-20 Sep	All Day	Washington Finance Officers Association	Yakima	Lough
19-20 Sep	All Day	WPPA 2024 Environmental Seminar	Marcus Whitman Hotel & Conference Center, Walla Walla	
24-Sep	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff

OCTOBER 2024

Date:	Time:	Event:	Location:	Attending:
8-Oct	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
8-11 Oct	All Day	NWAAAE Annual Conference	Boise, ID	Moyers
10-Oct	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioner DeRock
15-Oct	12:00pm	Wenatchee Valley Chamber of Commerce Board Meeting	WVCC	Commissioners Spurgeon & Etherington
22-Oct	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
24-25	All Day	WPPA 2024 Small Ports Seminar	Campbell's Resort - Lake Chelan	

NOVEMBER 2024

Date:	Time:	Event:	Location:	Attending:
12-Nov	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
14-Nov	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioner DeRock
19-Nov	12:00pm	Wenatchee Valley Chamber of Commerce Board Meeting	WVCC	Commissioners Spurgeon & Etherington
26-Nov	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
28-Nov	All Day	Thanksgiving Holiday - Office Closed	All Offices	CDRPA Staff
29-Nov	All Day	Thanksgiving Holiday - Office Closed	All Offices	CDRPA Staff

DECEMBER 2024

Date:	Time:	Event:	Location:	Attending:
10-Dec	9:00am	CDRPA Board Meeting	CTC	Board of Directors; Staff
11-13 Dec	All Day	WPPA 2024 Annual Meeting	Hyatt Regency - Bellevue	
12-Dec	9:00am-11:00am	CDTC Board Meeting	CTC	Commissioner DeRock
17-Dec	12:00pm	Wenatchee Valley Chamber of Commerce Board Meeting	WVCC	Commissioners Spurgeon & Etherington
24-Dec	All Day	Christmas - Office Closed	All Offices	CDRPA Staff
25-Dec	All Day	Christmas - Office Closed	All Offices	CDRPA Staff