

**Chelan Douglas Regional Port Authority
Meeting Agenda
November 10th, 2020
9:00 am**

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

I. CALL TO ORDER

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

II. INTRODUCTIONS

III. CONFLICT OF INTEREST

IV. CONSENT AGENDAS

CDRPA: Approval of CDRPA Minutes of October 27th, 2020 Meeting; and Check Register Pages #2020-47-#2020-55, including Electronic Transfers

POCC: Approval of POCC Check Register Pages #2020-14-#2020-15

PODC: Approval of PODC Check Register Pages #2020-16-#2020-18, including Electronic Transfers

V. CDRPA ACTION ITEMS

1. CDRPA Resolution No. 2020-19 PMA 2021 Rates & Charges
2. North Central Educational Service District – New Lease Agreement 3306 Building

VI. PRESENTATIONS

Columbia Street Property RFP

1. Andrew Cusick & Clay Gatens
2. Alan Walker, Kristi Hillis, & Louise Johnson

Air Service Update

3. Jack Penning – Volaire Aviation

VII. INFORMATIONAL ITEMS

- 2021 Budget Review
- Tri Commission – Legislative Priority
- Broadband Fiber
- Fibro-Corp. – Mediation
- Kidder Mathews – Market Rent Study/CTC
- S.P.O.R.T. MOU Extension
- Airplane Auction Results

VIII. CDRPA – ECONOMIC DEVELOPMENT INITIATIVES RELATED TO COVID-19

- Update on Grants Programs and Processing

IX. CDRPA – COVID-19 OTHER

- FAA CARES Act Grant

X. MISCELLANEOUS STAFF REPORTS

XI. PUBLIC COMMENT

XII. REVIEW CALENDAR OF EVENTS

XIII. ITEMS FROM BOARD OF DIRECTORS

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

XV. ADJOURN

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

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



**Chelan Douglas Regional Port Authority
Board of Directors
SUGGESTED MOTIONS
November 10th, 2020**

IV. CONSENT AGENDAS

CDRPA CONSENT AGENDA

To approve the Chelan Douglas Regional Port Authority Consent Agenda consisting of Minutes of October 27th 2020 Meeting; and Check Register Pages #2020-47-#2020-55, including Electronic Transfers, as presented.

POCC CONSENT AGENDA

To approve the Port of Chelan County Consent Agenda consisting of Check Register Pages #2020-14-#2020-15, as presented.

PODC CONSENT AGENDA

To approve the Port of Douglas County Consent Agenda consisting of Check Register Pages #2020-16-#2020-18, including Electronic Transfers, as presented.

V. ACTION ITEMS

REGIONAL PORT AUTHORITY

(1) CDRPA Resolution No. 2020-19 Pangborn Memorial Airport 2021 Rates & Charges

To approve CDRPA Resolution No. 2020-19 concerning Pangborn Memorial Airport 2021 Rates & Charges.

(2) North Central Educational Service District – New Lease Agreement 3306 Building

To authorize the CEO to sign the Lease Agreement with North Central Educational Service District for the 3306 Building.

Board of Directors
Chelan Douglas Regional Port Authority
Meeting Minutes
October 27th, 2020
9:00 am

Present:

Directors

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

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

Staff

*Jim Kuntz, Chief Executive Officer
Ron Russ, Property Manager
Tricia Degnan, CTC Manager
Cami Harris, Executive Assistant
Bealinda Tidd, Accounting Specialist

*Monica Lough, Dir. of Finance & Admin.
Ron Cridlebaugh, Dir. of Economic Dev.
*Quentin Batjer, Legal Counsel
*Bobbie Chatriand, Administrative Asst.
Esther McKivor, Accounting Specialist

*Commissioner Loeb sack, Jim Kuntz, Monica Lough, Quentin Batjer, and Bobbie Chatriand in person; others via Zoom.

Guests (all via Zoom):

Ray Dobbs
Lisa Davies, Waterville Main Street Assoc.
Ron Nielsen, SBDC

Mayor Bob Goedde, City of Chelan
Linda Haglund, Wenatchee Downtown
John Morosco, SBDC

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

Introductions were made.

Conflict of Interest: None

CDRPA CONSENT AGENDA:

The Chelan Douglas Regional Port Authority Consent Agenda consisting of minutes of October 13th, 2020 Meeting; minutes of October 20th, 2020 Board Retreat; and September 2020 Commission Meeting Calendar, was presented and the following action was taken:

Motion No.

Moved by:
Seconded by:

10-08-20 CDRPA

JC Baldwin
Jim Huffman

To approve the Chelan Douglas Regional Port Authority Consent Agenda consisting of minutes of October 13th, 2020 Meeting; minutes of October 20th, 2020 Board Retreat; and September 2020 Commission Meeting Calendar, as presented.

Motion passed 5-0

ACTION ITEMS:

CHELAN DOUGLAS REGIONAL PORT AUTHORITY ACTION ITEMS:

City of Chelan – Airport Budget Request – Kuntz presented a proposed City of Chelan 2021 budget request for the Lake Chelan Airport. He noted the request is an increase over the agreed to formula of funding in the Interlocal Agreement between the Port of Chelan County and the City of Chelan. Discussion ensued and the following action was taken:

Motion No. **10-09-20 CDRPA**
Moved by: JC Baldwin
Seconded by: Mark Spurgeon
To approve the City of Chelan budget request for the Lake Chelan Airport in the amount of \$48,266.

After further discussion, Director Baldwin withdrew and amended her motion, and Director Spurgeon withdrew his second. The following action was taken:

Moved by: JC Baldwin
Seconded by: Mark Spurgeon
To approve a Regional Port contribution of \$45,285.99 consistent with the Interlocal Agreement between the parties.

Motion passed 5-0.

Ultra Polymers Rent Deposit Refund Request – Kuntz provided information on a proposed rent deposit refund request from Ultra Polymers. Discussions ensued and the following action was taken:

Motion No. **10-10-20 CDRPA**
Moved by: JC Baldwin
Seconded by: Mark Spurgeon
To authorize the CEO to approve the Ultra Polymers rent deposit refund request in the amount of \$7,000.

After further discussion, Director Baldwin withdrew and amended her motion, and Director Spurgeon withdrew his second. The following action was taken:

Moved by: JC Baldwin
Seconded by: Mark Spurgeon
To approve an Ultra Polymers rent deposit refund request in the amount of \$5,000, subject to Ultra Polymers first signing a release form.

Motion passed 5-0.

Giga Watt Adaptive Reuse Study Contract – Kuntz provided an update on the former Giga Watt site. Last week, staff toured a local company with interest in leasing a portion of the property for a warehouse distribution facility, but no firm decisions were made. Staff recommended moving forward with the Adaptive Reuse Study which will be primarily funded with a CERB Grant. Kuntz noted an RFP was issued for the study and two proposals were received. A selection team chose Forte Architects as the highest ranking proposal. Discussion ensued and the following action was taken:

Motion No.
Moved by:
Seconded by:

10-11-2020 CDRPA

Jim Huffman

Mark Spurgeon

To authorize the CEO to enter into a contract with Forte Architects in the amount of \$65,060 to perform an Adaptive Reuse Study on the former Giga Watt site.

Motion passed 5-0

PRESENTATION:

SBDC – Ron Nielsen and John Morosco from the SBDC provided a year-to-date review of their work and activities. They reported businesses in Chelan and Douglas Counties have been greatly affected by the COVID-19 pandemic but things are starting to turn around. They reviewed several power-point presentations they have presented during the year via webinars. The SBDC will provide quarterly reports to the Regional Port Board.

CDRPA INFORMATIONAL ITEMS:

2021 CDRPA Budget Review – Lough provided a review of the proposed 2021 CDRPA budget noting several highlights and updates since the review of Capital Projects at the recent Board Retreat. Directors provided input and staff will update the proposed budget accordingly. Budget will be further reviewed at the November 10th Meeting.

COVID-19 UPDATES:

Economic Development Initiatives Related to COVID-19 – updates and information including:

- Lough provided an update on grants processed to date including all programs administered by the Regional Port.

FAA CARES Act Grant:

- Lough provided an update on the FAA CARES Act Grant reimbursements.

MISC STAFF REPORTS:

Kuntz provided information and updates including:

- Pangborn Airport shutdown last weekend due to TSA employee testing positive for COVID-19. Staff will meet with Alaska Airlines and TSA to develop a comprehensive response plan.
- Fibro mediation moving forward.

Lough provided information and updates including:

- CWICC Building bond paid off.
- State auditors wrapping up the Pangborn audit and continue work on Port of Douglas and Port of Chelan audits.

Russ provided information and updates including:

- Terminal Building Waterline Replacement Project is nearly complete.
- Executive Flight HVAC work continues.
- Update on Crunch Pak truck parking issue at Cashmere Mill District.
- Airport maintenance staff working hard to prepare for winter operations.

Cridlebaugh provided information and updates including:

- Update on NCESD taking additional space in the 3306 Building. Regional Port working on some requested tenant improvements.

Degnan provided information and updates including:

- Reported the CTC is operating at 30% capacity per COVID-19 Phase 2 requirements.

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

REVIEW CALENDAR OF EVENTS: Kuntz reminded Directors the next Board meeting will be on November 10th, at 9:00 am.

ITEMS FROM BOARD OF DIRECTORS: Directors provided updates on their various activities and meetings.

EXECUTIVE SESSION: None

The meeting adjourned at 12:00 pm.

Signed and dated this 10th day of November, 2020.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Mark Spurgeon, Director

Excused Absence

Rory Turner, Director

W. Alan Loeb sack, Director

**Chelan Douglas Regional Port Authority
Check Register Listing
2020-October**

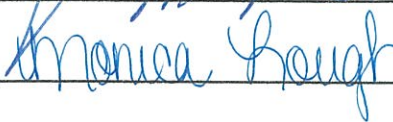
Date Issued	Register #	Reason	First #	Last #	Amount
10/02/20	2020-47	Small Business Grants	6800	6834	\$115,582.76
10/09/20	2020-48	Small Business Grants	6835	6902	\$310,284.18
10/15/20		Payroll Mid-month Draws		EFT	\$3,250.00
10/15/20	2020-49	Mid-Month Payables	6903	6974	\$547,808.43
10/16/20	2020-50	Small Business Grants	6975	7014	\$193,996.87
10/23/20	2020-51	Small Business Grants	7015	7036	\$102,998.58
10/26/20	2020-52	3Q20 Payroll Taxes, interim payables	7037	7039	\$30,763.51
10/27/20		WA Dept of Revenue - Sales Tax		EFT	\$4,172.14
10/30/20	2020-53	Small Business Grants	7040	7107	\$344,514.55
10/30/20	2020-54	October Payroll	7108	7110	\$203,044.26
10/30/20		Leasehold Tax 3Q20		EFT	\$112,207.17
10/30/20	2020-55	Small Business Grants	7111	7187	\$249,974.35

Transactions for approval November 10, 2020 total:

\$2,218,596.80

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

Chief Executive Officer 

Dir of Finance & Admin. 

Director Baldwin _____

Director Etherington _____

Director Huffman _____

Director Loeb sack _____

Direct Spurgeon _____

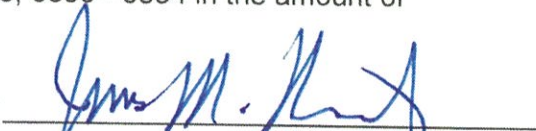
Director Turner _____

Chelan Douglas Regional Port Authority
Check Register
2020-47

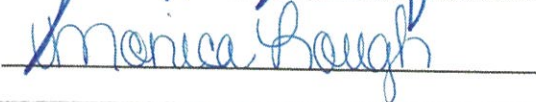
We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval October 2, 2020 checks 6800 - 6828, 6830 - 6834 in the amount of \$ **115,582.76**

Jim Kuntz, Chief Executive Officer



Monica Lough, Director of Finance & Admin



Date Issued	Claimant	Purpose	Check Number	Amount
Chelan County CARES Act Grants				
10/02/2020	Historic Ruby Theatre		6824	3,500.00
10/02/2020	Tumwater Mountain Bed & Breakfast		6812	5,000.00
10/02/2020	Wenatchee Valley Museum & CC		6833	715.81
Net Chelan County CARES Act Grants				\$9,215.81
Chelan County CARES II Act Grants				
10/02/2020	Advanced Esthetics by Leah		6802	5,000.00
10/02/2020	Alma's Kitchen, LLC		6803	5,000.00
10/02/2020	Angi Dooley, LMT/Esthetician		6804	4,000.00
10/02/2020	Archibald James, LLC		6805	5,000.00
10/02/2020	Club West		6810	5,000.00
Net Chelan County CARES Act Grants				\$24,000.00
Chelan/Douglas County CARES Act II - Nonprofit Grants				
10/02/2020	Historic Downtown Chelan Association		6818	1,400.00
10/02/2020	Lake Chelan Chamber of Commerce		6823	3,000.00
10/02/2020	Leavenworth Chamber of Commerce		6825	3,000.00
10/02/2020	Manson Chamber of Commerce.		6827	1,400.00
Net Chelan/Douglas County CARES Act II - Nonprofits Grants				\$8,800.00
CDRPA - Ready To Reopen Grants				
10/02/2020	Chelan Douglas County CASA/GAL Program		6807	594.24
10/02/2020	F & B Saddlerock Cleaning Services		6814	593.03
10/02/2020	Spruce and Willow Home		6832	1,000.00
Net CDRPA - Ready To Reopen Grants				\$2,187.27
CDRPA - Rent Participation Grant				
10/02/2020	10 South, LLC	FBO Sport Fitness Center	6800	\$933.33
10/02/2020	China Buffet	Funded by Michael Harle	6808	\$1,000.00
10/02/2020	Women's Resource Center of NCW	FBO Jazzercise Wenatchee	6834	\$1,000.00
10/02/2020	Y-Garcia Properties, LLC	FBO Godfather's Pizza	6811	\$1,000.00
Net CDRPA - Rent Participation Grant				\$3,933.33

Chelan Douglas Regional Port Authority

Check Register

2020-47

City of Wenatchee CDBG Grant

10/02/2020	A & J Carpet, LLC	6801	\$5,000.00
10/02/2020	JMR Fitness	6819	\$5,000.00
	Net City of Wenatchee CDBG Grant		<u><u>\$10,000.00</u></u>

Douglas County CARES Act Grants

10/02/2020	Classic One East Cleaners	6809	1,547.31
10/02/2020	From Roots to Wings Early Learning Center	6815	5,000.00
10/02/2020	First2Aid	6816	3,403.14
10/02/2020	El Porton Restaurant	6822	5,000.00
10/02/2020	Lone Pine Fruit & Espresso, LLC	6826	10,000.00
10/02/2020	Antovitos Los Primos	6828	5,000.00
10/02/2020	Rainbow Daycare	6830	2,065.90
	Net Douglas County CARES Act Grants		<u><u>\$32,016.35</u></u>

Working WA Grants - Chelan County

10/02/2020	Kristi Bryant-Mayer	6821	\$430.00
	Net Working WA Grants - Chelan County		<u><u>\$430.00</u></u>

City of East Wenatchee CARES Act Grants

10/02/2020	Alignment Pros & Express Lube	6806	5,000.00
10/02/2020	Directed Media Incorporated	6813	5,000.00
10/02/2020	Eastmont Lanes	6831	5,000.00
10/02/2020	Glaze Bakery	6817	5,000.00
10/02/2020	PR Labs	6820	5,000.00
	Net City of East Wenatchee CARES Act Grants		<u><u>\$25,000.00</u></u>

TOTAL

115,582.76

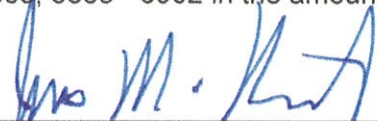
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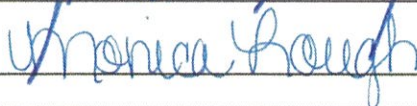
Check 6829 held until next week.

**Chelan Douglas Regional Port Authority
Check Register
2020-48**

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 October 9, 2020 checks 6829, 6835 - 6863, 6865 - 6902 in the amount of \$ **310,284.18**

Jim Kuntz, Chief Executive Officer 

Monica Lough, Director of Finance & Admin 

Date Issued	Claimant	Purpose	Check Number	Amount
City of Entiat CARES Act Grants				
10/09/2020	Polly's Grooming		6886	\$5,000.00
	Net City of Entiat CARES Act Grants			5,000.00
Chelan County CARES Act Grants				
10/09/2020	Bella Imagen		6873	5,000.00
10/09/2020	Ravenous Catering		6885	5,000.00
10/09/2020	Soccer Shots Seattle North		6879	4,549.52
	Net Chelan County CARES Act Grants			\$14,549.52
Chelan County CARES II Act Grants				
10/09/2020	Alpen Chalet, Too!		6837	4,300.00
10/09/2020	Alpine Lakes High Camp		6858	5,000.00
10/09/2020	Bella Sera		6841	5,000.00
10/09/2020	Bensen Vineyards Estate Winery		6869	5,000.00
10/09/2020	Caballero Western Wear		6843	5,000.00
10/09/2020	Dalen Fruit		6845	5,000.00
10/09/2020	El Agave Mexican Restaurant		6846	5,000.00
10/09/2020	Foodie, LLC		6848	5,000.00
10/09/2020	GFC Services		6852	3,500.00
10/09/2020	Gilsoul Plumbing		6854	5,000.00
10/09/2020	Gypsy Lotus		6856	5,000.00
10/09/2020	Huney Jun		6859	5,000.00
10/09/2020	Icicle River Co		6860	5,000.00
10/09/2020	James R. McVay		6862	5,000.00
10/09/2020	Jason Ellard Insurance		6863	5,000.00
10/09/2020	Leavenworth Reindeer Farm		6857	5,000.00
10/09/2020	Listen to Kids Couseling		6888	5,000.00
10/09/2020	Ludwig's		6871	5,000.00
10/09/2020	Mission Peak Physical Therapy		6877	5,000.00
10/09/2020	Mulberry Manor Boutique		6866	5,000.00
10/09/2020	One Wines		6881	5,000.00
10/09/2020	Pine River Ranch		6880	5,000.00
10/09/2020	Radiance Winery		6883	5,000.00
10/09/2020	Roll & Flow		6838	3,325.00
10/09/2020	Steelhead Construction		6901	5,000.00
10/09/2020	Sunrise Dental of Wenatchee		6902	5,000.00

**Chelan Douglas Regional Port Authority
Check Register
2020-48**

10/09/2020	The Art of Kirsta	6890	5,000.00
10/09/2020	The Java Station	6891	5,000.00
10/09/2020	Tyler's Bikerstown USA	6893	5,000.00
10/09/2020	Uniquely New Zealand	6894	3,000.00
10/09/2020	Uptown Skin & Nails	6868	5,000.00
10/09/2020	Warm Springs Acupuncture	6897	3,500.00
10/09/2020	Wedge Mountain Inn	6836	5,000.00
	Net Chelan County CARES Act Grants		\$157,625.00
Chelan/Douglas County CARES Act II - Nonprofit Grants			
10/09/2020	Cashmere Chamber of Commerce	6844	1,400.00
10/09/2020	Entiat Valley Chamber of Commerce	6847	1,400.00
	Net Chelan/Douglas County CARES Act II - Nonprofits Grants		\$2,800.00
CDRPA - Ready To Reopen Grants			
10/09/2020	F & B Saddlerock Cleaning Services	6850	406.97
10/09/2020	Wellness Place	6899	1,000.00
	Net CDRPA - Ready To Reopen Grants		\$1,406.97
CDRPA - Rent Participation Grant			
10/09/2020	10 South, LLC	6835	\$1,000.00
	For Classes with Glasses		
	Net CDRPA - Rent Participation Grant		\$1,000.00
City of Wenatchee CDBG Grant			
10/09/2020	Exclusivas Lupita	6872	\$5,000.00
10/09/2020	F & B Saddlerock Cleaning Services	6850	\$5,000.00
10/09/2020	Futbol-Era Soccer Store	6849	\$5,000.00
10/09/2020	Mike's Genuine Painting	6876	\$5,000.00
	Net City of Wenatchee CDBG Grant		\$20,000.00
Chelan Douglas Counties CDBG Grant			
10/09/2020	Midvalley Fitness of Cashmere	6875	\$5,000.00
10/09/2020	Valley Fitness Gym	6896	\$5,000.00
	Net Chelan Douglas Counties CDBG Grant		\$10,000.00
Douglas County CARES II Act Grants			
10/09/2020	Apple Valley Plumbing	6839	5,000.00
10/09/2020	Blossoming Buds Preschool/Daycare	6851	5,000.00
10/09/2020	Boghokian Construction	6842	5,000.00
10/09/2020	Bubba J's Catering	6884	5,000.00
10/09/2020	Cake Chic Studio	6865	5,000.00
10/09/2020	Golden Grain Cafe & Spirits	6855	5,000.00
10/09/2020	J-K Smoked Meats	6861	5,000.00
10/09/2020	Kenaston Music Productions	6892	5,000.00
10/09/2020	Los Shinolas	6870	5,000.00
10/09/2020	McKinzie Construction	6874	5,000.00
10/09/2020	Pigtails	6867	4,500.00
10/09/2020	Pipitone Farm	6882	5,000.00
10/09/2020	Spice Thai Kitchen	6887	5,000.00
10/09/2020	Waterville Historic Hotel	6898	5,000.00
	Net Douglas County CARES II Act Grants		\$69,500.00

**Chelan Douglas Regional Port Authority
Check Register
2020-48**

Working WA Grants - Chelan County

10/09/2020	Entiat Pub & Grub	6895	\$5,000.00
	Net Working WA Grants - Chelan County		<u><u>\$5,000.00</u></u>

City of East Wenatchee CARES Act Grants

10/09/2020	Arseneault Automation	6840	5,000.00
10/09/2020	Wenatchee 911 Driving School	6853	5,000.00
10/09/2020	Nail Pro	6878	5,000.00
10/09/2020	Super Bee Housekeeping	6889	3,402.69
10/09/2020	Wenatchee Buffet	6900	5,000.00
	Net City of East Wenatchee CARES Act Grants		<u><u>\$23,402.69</u></u>

TOTAL

310,284.18

VOIDS: 6829

Note: Holding 6864 for next week.

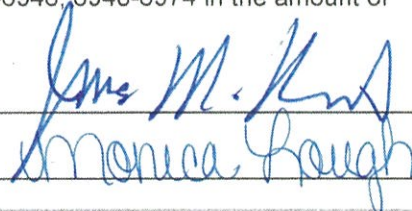
**Chelan Douglas Regional Port Authority
Check Register
2020-49**

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 October 15, 2020 checks 6903-6940, 6942-6946, 6948-6974 in the amount of **\$ 547,808.43**

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin



<u>Date Issued</u>	<u>Claimant</u>	<u>Purpose</u>	<u>Check Number</u>	<u>Amount</u>
<u>CASHMERE MILL DISTRICT</u>				
10/15/2020	Chelan County PUD	Electricity	6918	497.91
10/15/2020	City of Cashmere	Water/Sewer	6922	1,111.38
10/15/2020	Waste Management	Monthly service	6969	705.44
	Net Cashmere Mill District			2,314.73
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
10/15/2020	Banner Bank	Office supplies	6911	22.17
10/15/2020	Chelan County PUD	Electricity/Water	6918	8,011.05
10/15/2020	City of Wenatchee	Wastewater	6923	358.65
10/15/2020	Crown Paper & Janitorial Supply	Office supplies	6926	666.16
10/15/2020	Firefly	IT Managed Services	6936	306.51
10/15/2020	GFC Services	Janitorial Services - Sept 2020	6937	4,166.40
10/15/2020	Home Depot Pro	Building repair supplies	6940	22.19
10/15/2020	Kelley Connect	Kyocera Copier	6942	173.93
10/15/2020	Lowe's	Vehicle and Equipment supplies	6946	92.76
10/15/2020	Office Depot	Office supplies	6949	130.17
10/15/2020	Pacific Security	Patrol Service - Sept 2020	6951	352.25
10/15/2020	ThyssenKrupp Elevator Corp.	Annual service agreement thru 09/30/2021	6962	14,226.52
10/15/2020	TLC Management, Inc	Landscape maintenance - Sept 2020	6963	1,927.81
10/15/2020	Waste Management	Monthly service	6969	747.90
	Net Confluence Technology Center			31,204.47
<u>DOWNTOWN WENATCHEE SOUTH</u>				
10/15/2020	Chelan County PUD	Utilities	6918	981.55
10/15/2020	City of Wenatchee	Utilities	6923	797.86
10/15/2020	Consolidated Electrical Distributors, Inc	150W UFO Fixture	6903	514.48
10/15/2020	Keyhole Security Inc.	Rekey padlocks, duplicate keys	6943	270.71
	Net Downtown Wenatchee South			2,564.60

**Chelan Douglas Regional Port Authority
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OLDS STATION BUSINESS PARK

10/15/2020	Chelan County PUD	Electricity/Water	6918	1,901.06
10/15/2020	Chelan County Treasurer	Irrigation	6919	57.50
10/15/2020	City of Wenatchee	Stormwater	6923	820.80
10/15/2020	GFC Services	IB #3 Special Cleaning Request	6937	309.22
10/15/2020	Keyhole Security Inc.	IB #9 Lock Rekey	6943	1,095.42
10/15/2020	Oxarc Inc.	Fire Extinguisher Service/Maint Cert	6950	687.71
10/15/2020	Waste Management	Monthly service	6969	245.40
10/15/2020	York Building Services, Inc.	IB #9: Move-in cleaning service	6973	1,075.00
	Net Olds Station Business Park			6,192.11

PANGBORN AIRPORT

10/15/2020	Ag Supply Co.	Rotary hand pump for 55 gal drum	6904	70.38
10/15/2020	Airside Solutions, Inc.	PMA supplies	6905	663.23
10/15/2020	Avfuel Corp	Jet Fuel - 10,276 gals	6908	16,883.51
10/15/2020	Banner Bank	Terminal, Vehicle & Equipment Supplies	6912	917.22
10/15/2020	Banner Bank	FBO supplies and services	6913	347.86
10/15/2020	Cintas Corporation	Uniforms and shop towels	6921	175.83
10/15/2020	Devil Dog Installations, LLC	Installation of Graphics: Port of Seattle	6928	503.36
10/15/2020	Door Tech, Inc.	Gate repair	6930	406.13
10/15/2020	Douglas County PUD	Airfield Electricity	6932	2,035.00
10/15/2020	East Wenatchee Water District	Domestic Water	6933	1,064.50
10/15/2020	Firefly	IT Managed Services	6936	315.00
10/15/2020	Home Depot Pro	Terminal & FBO supplies	6940	346.23
10/15/2020	Legend Data Systems, Inc.	Ribbon, YMCKO (2)	6944	259.47
10/15/2020	Les Schwab Tire Center	Replacement tire for Kubota mower	6945	108.21
10/15/2020	Lowe's	Vehicle and Equipment supplies	6946	51.22
10/15/2020	Office Depot	Office supplies	6949	69.33
10/15/2020	Oxarc Inc.	Cylinder Rental - Sept 2020	6950	76.95
10/15/2020	Platt Electric Supply	Fluorescent Light Tester	6952	106.22
10/15/2020	Ricoh USA, Inc. - MX	Support Services - Sept 2020	6954	208.10
10/15/2020	Ridgeline Graphics, Inc	Design and layout - Seatac Ad	6955	37.98
10/15/2020	Rodda Paint Co.	Paint & Glass Beads for Airfield	6956	1,469.63
10/15/2020	Special Asphalt Products, Inc	Resurfacer - Bulk	6960	998.65
10/15/2020	Verizon Wireless	On call phones	6965	74.67
10/15/2020	Volaire Aviation Inc	Air Service Development Retainer - Oct 2020	6967	4,000.00
10/15/2020	Waste Management	Monthly service	6969	814.01
	Net Pangborn Airport			32,002.69

PANGBORN AIRPORT BUSINESS PARK

10/15/2020	Banner Bank - TF	Thrifty Supply - HVAC filters	6912	68.10
10/15/2020	Douglas County PUD	Electricity	6932	1,870.00
10/15/2020	East Wenatchee Water District	Water	6933	532.60
10/15/2020	Harvest Valley Pest Control	Comm'l Qtrly Pest Control	6938	142.96
10/15/2020	Home Depot Pro	HVAC filters	6940	121.45
10/15/2020	North Cascades Heating & A/C	Replaced capacitor and fuse	6948	189.53
10/15/2020	York Building Services, Inc.	Janitorial Services - Oct 2020	6973	1,788.00
	Net Pangborn Airport Business Park			4,712.64

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<u>RPA OFFICE/AVIATION CENTER</u>				
10/15/2020	Douglas County PUD	Electricity	6932	1,142.00
10/15/2020	East Wenatchee Water District	Water	6933	334.30
10/15/2020	Waste Management	Monthly service	6969	348.73
	Net RPA Office/Aviation Center			<u>1,825.03</u>
<u>LAKE CHELAN AIRPORT</u>				
10/15/2020	Vita Green LLC	Landscape maintenance - Sept 2020	6966	659.55
	Net Lake Chelan Airport			<u>659.55</u>
<u>WATERVILLE AIRPORT</u>				
10/15/2020	Douglas County Cemetery District #2	Maintenance	6931	3,500.00
	Net Waterville Airport			<u>3,500.00</u>
<u>ORONDO RIVER PARK</u>				
10/15/2020	Eurofins Cascade Analytical	Coliform Colilert, Environment Mgmt Fee	6934	31.00
10/15/2020	Express Services, Inc.	Park Attendant Services	6935	1,274.56
10/15/2020	Waste Management	Monthly service	6969	123.42
	Net Orondo River Park			<u>1,428.98</u>
<u>PYBUS INCUBATOR</u>				
10/15/2020	Apple Pi Janitorial LLC	Janitorial Service - Sept 2020	6906	454.52
	Net Pybus Incubator			<u>454.52</u>
<u>PESHASTIN PROPERTY</u>				
10/15/2020	Apple Valley Pumping Service	Portable Toilet Rental - Sept 2020	6907	90.00
	Net Peshastin Property			<u>90.00</u>
<u>ADMINISTRATIVE & GENERAL</u>				
10/15/2020	Banner Bank	Lunch mtng	6909	39.72
10/15/2020	Banner Bank	Admin supplies and services	6910	1,227.83
10/15/2020	Berk Consulting, Inc.	Professional Services	6914	575.00
10/15/2020	Cami Harris	Mileage	6915	37.38
10/15/2020	Cascade Loop Association	Basic membership	6916	236.55
10/15/2020	Coleman Oil Company	Fuel for Port vehicles	6924	247.87
10/15/2020	CrossRoads Strategies, LLC	Consulting Fee - Aug 2020	6925	9,999.99
10/15/2020	Eurofins Cascade Analytical	Coliform Colilert, Environ Mgmt Fee - Lojo	6934	31.00
10/15/2020	Firefly	IT Managed Services	6936	1,521.05
10/15/2020	Office Depot	Office supplies	6949	54.71
10/15/2020	RH2 Engineering, Inc.	Professional Services	6953	713.01
10/15/2020	Ron Cridlebaugh	Mileage	6957	247.25
10/15/2020	Total Office Concepts, Inc.	Cherry bookcases (5), lateral filing cabinet	6964	1,152.31
10/15/2020	Washington State Tree Fruit Association	Friend of WSTFA Sponsorship	6968	200.00
	Net Administrative & General			<u>16,283.67</u>
<u>BUSINESS DEVELOPMENT & MARKETING</u>				
10/15/2020	Banner Bank	Marketing	6910	1,557.68
10/15/2020	Banner Bank	Logo Wear	6913	48.83
10/15/2020	Cherry Creek Media	Digital Advertising	6920	4,750.00
10/15/2020	Daily Journal of Commerce	BCSP: Columbia St Property	6927	180.60
10/15/2020	DOH Associates	Professional Services	6929	5,630.00
10/15/2020	Wenatchee World	Advertising	6972	737.20
	Net Business Development & Marketing			<u>12,904.31</u>

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<u>Economic Dev Contr - Nonprofits</u>				
10/15/2020	Cashmere Chamber of Commerce	Qtr 3 Funding	6917	3,375.00
10/15/2020	Wenatchee Outdoors	Qtr 3 2020 Grant - Wenatchee Valley Movers	6970	1,750.00
10/15/2020	Wenatchee Valley Sports Foundation	2020 Contrib to Special Olympics	6971	2,000.00
	Net Economic Dev Contr - Nonprofits			<u><u>7,125.00</u></u>
<u>Capital Projects - Grant</u>				
10/15/2020	Holiday-Parks, Inc.	Exec Flight Phase I - Progress Billing	6939	335,725.00
	Net Construction in Progress - Grant			<u><u>335,725.00</u></u>
<u>Capital Projects - NonGrant</u>				
10/15/2020	DOH Associates	Gutter System Replacement - IB #5	6929	692.00
10/15/2020	RH2 Engineering, Inc.	PMA - Jet A Fuel System Improvement	6953	4,263.55
10/15/2020	Rudnick & Sons LLC	IB #4 Emergency irrigation project retainage	6958	505.53
10/15/2020	Sangster Motors	2020 GMC Sierra	6974	32,919.25
10/15/2020	Smith Excavation, Inc.	Release retainage	6959	1,375.00
10/15/2020	T-O Engineers	Pangborn Environmental Assessment	6961	49,065.80
	Net Construction in Progress - NonGrant			<u><u>88,821.13</u></u>
TOTAL				<u><u>547,808.43</u></u>

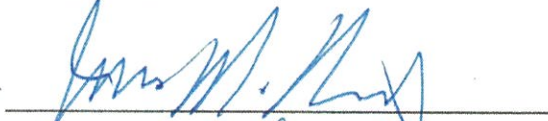
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**Chelan Douglas Regional Port Authority
Check Register
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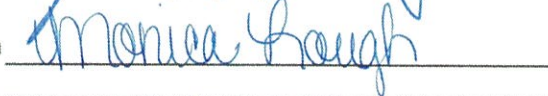
We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval October 16, 2020 checks 6975 - 7014 in the amount of \$ **193,996.87**

Jim Kuntz, Chief Executive Officer



Monica Lough, Director of Finance & Admin



Date Issued	Claimant	Purpose	Check Number	Amount
Chelan County CARES Act Grants				
10/16/2020	Beauty Within Spa & Salon		6982	4,799.67
10/16/2020	Tousled Salon		7009	5,000.00
10/16/2020	Wapato Point Cellars		7011	5,000.00
10/16/2020	Wenatchee Cleaning Service		7005	3,490.20
	Net Chelan County CARES Act Grants			<u><u>\$18,289.87</u></u>
Chelan County CARES II Act Grants				
10/16/2020	Apple City Taxi & Delivery		6977	5,000.00
10/16/2020	Chelan Printing & Custom Signs		7014	5,000.00
10/16/2020	Chris & Beck's Eat-A-Pita		6978	5,000.00
10/16/2020	Collins Construction		6979	5,000.00
10/16/2020	Columbia Research Specialists		6980	5,000.00
10/16/2020	Del Rio Orchards		6981	5,000.00
10/16/2020	F & B Saddlerock Cleaning Services		6983	5,000.00
10/16/2020	Geren's Siding N' More		6985	5,000.00
10/16/2020	GLAMP Photo Booth		6986	5,000.00
10/16/2020	Halo Loxx The Beauty Parlor		6987	4,500.00
10/16/2020	Lovely Nails		6990	5,000.00
10/16/2020	Midvalley Fitness of Cashmere		6994	5,000.00
10/16/2020	Red-Tail Canyon Farm		7000	5,000.00
10/16/2020	The Next Step Dance Studio		7006	5,000.00
10/16/2020	The Windmill Restaurant		7008	5,000.00
10/16/2020	Wenatchee Fence		7012	5,000.00
10/16/2020	Wenatchee Valley Brewing		7013	5,000.00
10/16/2020	Wok-About Grill #2		7003	5,000.00
10/16/2020	Zavala General Construction		6998	5,000.00
	Net Chelan County CARES Act Grants			<u><u>\$94,500.00</u></u>
City of Wenatchee CDBG Grant				
10/16/2020	Adis Beauty Salon		6993	5,000.00
10/16/2020	Mission Health		6995	5,000.00
10/16/2020	Ole Soul Studio		6988	5,000.00
	Net City of Wenatchee CDBG Grant			<u><u>\$15,000.00</u></u>

**Chelan Douglas Regional Port Authority
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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 October 23, 2020 checks 7015 - 7036 in the amount of \$ 102,998.58

Jim Kuntz, Chief Executive Officer 

Monica Lough, Director of Finance & Admin 

Date Issued	Claimant	Purpose	Check Number	Amount
City of Cashmere CARES II Act Grants				
10/21/2020	Little Pockets		7028	5,000.00
10/21/2020	Loves Me Flowers		7029	5,000.00
	Net City of Cashmere CARES II Act Grants			<u>10,000.00</u>
City of Entiat CARES Act Grants				
10/21/2020	Mima's Famous Salsa		7019	5,000.00
	Net City of Entiat CARES Act Grants			<u>5,000.00</u>
Chelan County CARES Act Grants				
10/21/2020	Sarabia's Landscaping		7035	5,000.00
	Net Chelan County CARES Act Grants			<u>5,000.00</u>
Chelan County CARES II Act Grants				
10/21/2020	Mountain Home Lodge		7016	5,000.00
10/21/2020	Farwest Iron Works		7021	5,000.00
10/21/2020	Fielding Hills Winery		7022	5,000.00
10/21/2020	Inspirations Ceramic & Art Cafe		7023	5,000.00
10/21/2020	Holben's Barber Shop		7026	5,000.00
10/21/2020	Lain Electric		7027	5,000.00
10/21/2020	Anderson Family Farm		7033	5,000.00
10/21/2020	Valley Fitness Gym		7036	5,000.00
	Net Chelan County CARES Act Grants			<u>40,000.00</u>
CDRPA - Ready To Reopen Grants				
10/21/2020	A & J Carpet, LLC		7015	1,000.00
10/21/2020	Cashmere Dental		7017	1,000.00
10/21/2020	Lain Electric		7027	998.58
10/21/2020	M & R Supermarket		7030	1,000.00
10/21/2020	Mountain Sprouts Children's Community		7031	1,000.00
	Net CDRPA - Ready To Reopen Grants			<u>4,998.58</u>
City of Wenatchee CARES Grant				
10/21/2020	Dilly Deli		7020	10,000.00
	Net City of Wenatchee CARES Grant			<u>10,000.00</u>

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City of East Wenatchee CARES Grant

10/21/2020	Navarette Construction	7032	5,000.00
10/21/2020	Town Attire	7034	3,000.00
	Net City of East Wenatchee CARES Grant		\$8,000.00

Chelan Douglas Counties CDBG Grant

10/21/2020	Chulita Restaurant	7018	5,000.00
10/21/2020	La Azteca Bakery	7024	5,000.00
10/21/2020	Bridgeport Liquor & Variety Store	7025	5,000.00
	Net Chelan Douglas Counties CDBG Grant		\$15,000.00

Douglas County CARES II Act Grants

10/21/2020	M & R Supermarket	7030	5,000.00
	Net Douglas County CARES II Act Grants		\$5,000.00

TOTAL

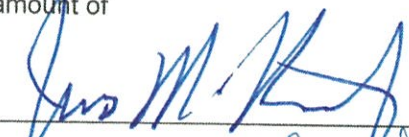
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**Chelan Douglas Regional Port Authority
Check Register
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We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise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

For approval October 26, 2020 checks 7037-7039 in the amount of **\$ 30,763.51**

Jim Kuntz, Chief Executive Officer 

Monica Lough, Director of Finance & Admin 

Date Issued	Claimant	Purpose	Check Number	Amount
<u>PANGBORN AIRPORT</u>				
10/26/2020	Avfuel Corp		7037	20,769.25
	Net Pangborn Airport			<u>20,769.25</u>
<u>ADMINISTRATIVE & GENERAL</u>				
10/26/2020	Department of L&I		7038	8,712.73
10/26/2020	Employment Security Department*		7039	1,281.53
	Net Administrative & General			<u>9,994.26</u>
TOTAL				<u>30,763.51</u>

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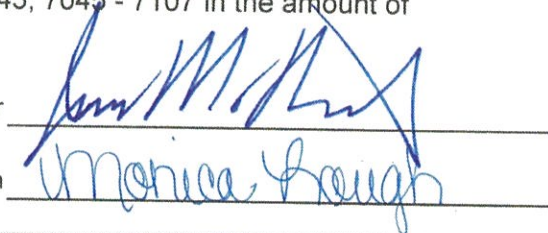
**Chelan Douglas Regional Port Authority
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We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below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

For approval October ~~23~~^{30th}, 2020 checks 7015 - 7043, 7045 - 7107 in the amount of \$ **344,514.55**

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin



Date Issued	Claimant	Purpose	Check Number	Amount
City of Cashmere CARES II Act Grants				
10/29/2020	Clifford's Hardware		7050	5,000.00
10/29/2020	Hair by Jodi		7060	3,000.00
10/29/2020	Milepost 111 Brewing		7079	5,000.00
10/29/2020	Northwestern Outdoors		7067	2,500.00
10/29/2020	Serenity Spa & Salon		7100	3,000.00
10/29/2020	Sure to Rise Bakery		7096	5,000.00
10/29/2020	Tienda Mexicana La Palma		7066	5,000.00
Net City of Cashmere CARES II Act Grants				\$28,500.00
City of Entiat CARES Act Grants				
10/29/2020	On Task Services		7083	5,000.00
10/29/2020	Rock Well Water Systems & Pumps		7089	5,000.00
Net City of Entiat CARES Act Grants				\$10,000.00
Chelan County CARES II Act Grants				
10/29/2020	Accounting Solutions		7047	5,000.00
10/29/2020	Adorn Yourself		7085	5,000.00
10/29/2020	Boudreaux Cellars		7062	5,000.00
10/29/2020	Clear View Services		7049	5,000.00
10/29/2020	Furniture Blessing		7080	5,000.00
10/29/2020	Garden Terrace Senior Living		7057	1,800.00
10/29/2020	Ghiglia Homes		7058	3,000.00
10/29/2020	Gonzalez Art & Metal		7045	5,000.00
10/29/2020	Leavenworth Cider House		7070	5,000.00
10/29/2020	Lisa Jordan, LAC, EAMP		7074	3,800.00
10/29/2020	Native Network		7081	5,000.00
10/29/2020	Polly's Grooming		7086	5,000.00
10/29/2020	RAAD Industries		7087	5,000.00
10/29/2020	Spencer Orchards		7094	5,000.00
10/29/2020	Strode Construction		7095	5,000.00
Net Chelan County CARES II Act Grants				\$68,600.00
Douglas County CARES Act Grants				
10/29/2020	Kanzaman		7084	5,000.00
Net Douglas County CARES Act Grants				\$5,000.00

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Douglas County CARES Act II Grants

10/29/2020	Aimex Orchards	7041	5,000.00
10/29/2020	Ali's Panaderia	7042	5,000.00
10/29/2020	All-Pro Business Services	7051	5,000.00
10/29/2020	Aztec Orchards	7055	5,000.00
10/29/2020	From Roots to Wings Early Learning Center	7056	5,000.00
10/29/2020	J & S Farming	7065	5,000.00
10/29/2020	Los Tres Pueblos Market	7076	5,000.00
10/29/2020	Navarette Construction	7082	5,000.00
10/29/2020	Professional Cleaning Services	7052	5,000.00
10/29/2020	Scott Garage	7091	3,500.00
10/29/2020	The Synergistic Dog	7090	5,000.00
Net Douglas County CARES Act II Grants			<u><u>\$53,500.00</u></u>

CDRPA - Ready To Reopen Grants

10/29/2020	Cascade Unitarian Universalist Fellowship	7048	589.55
10/29/2020	Integrity Piercing	7064	1,000.00
10/29/2020	Riverfront Rock Gym	7088	1,000.00
Net CDRPA - Ready To Reopen Grants			<u><u>\$2,589.55</u></u>

CDRPA - Rent Participation Grant

10/29/2020	217 8th LLC	FBO Renaissance Café	7040	1,000.00
10/29/2020	A & M Properties	FBO Tacos Pipu Infante	7107	825.00
Net CDRPA - Rent Participation Grant			<u><u>\$1,825.00</u></u>	

City of Wenatchee CARES Grant

10/29/2020	Alma's Kitchen, LLC	7043	10,000.00
10/29/2020	Dance Creations	7073	10,000.00
10/29/2020	Godfather's Pizza	7106	10,000.00
10/29/2020	iLa Yoga	7063	5,000.00
10/29/2020	Lucy's Salon	7077	10,000.00
10/29/2020	Onyx Massage Therapy	7069	2,500.00
10/29/2020	San Francisco Sourdough Eatery	7059	10,000.00
10/29/2020	Smokeblossom	7099	10,000.00
10/29/2020	Sweetwood BBQ	7097	10,000.00
10/29/2020	Tacos Pipu Infante	7098	10,000.00
10/29/2020	The Cook's Corner Diner	7053	5,000.00
10/29/2020	The Inner Circle Gym	7071	10,000.00
10/29/2020	Wenatchee Production Corp	7103	10,000.00
10/29/2020	Wok-About Grill	7092	10,000.00
Net City of Wenatchee CARES Grant			<u><u>\$122,500.00</u></u>

City of East Wenatchee CARES Grant

10/29/2020	Heritage Memorial Chapel	7061	5,000.00
Net City of East Wenatchee CARES Grant			<u><u>\$5,000.00</u></u>

Chelan Douglas Counties CDBG Grant

10/29/2020	Inn Vienna Woods	7072	5,000.00
10/29/2020	Living Integrity	7075	5,000.00
10/29/2020	Yeti Chocolate	7105	5,000.00
Net Chelan Douglas Counties CDBG Grant			<u><u>\$15,000.00</u></u>

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CARES II - Nonprofit Act Grants

10/29/2020	Waterville Chamber of Commerce	7101	1,400.00
10/29/2020	Wenatchee Downtown Assoc.	7102	1,400.00
10/29/2020	Wenatchee Valley Chamber of Commerce	7104	4,200.00
Net CARES II - Nonprofit Act Grants			<u><u>7,000.00</u></u>

City of Wenatchee CDBG Grants

10/29/2020	Axe Bliss	7046	5,000.00
10/29/2020	Joey and Me Collectibles	7054	5,000.00
10/29/2020	Johnny's Quality Lawn Service	7068	5,000.00
10/29/2020	R Digital Design	7078	5,000.00
10/29/2020	Skeeterbuggins Productions	7093	5,000.00
Net City of Wenatchee CDBG Grants			<u><u>25,000.00</u></u>

TOTAL

\$344,514.55

VOIDS: 7044


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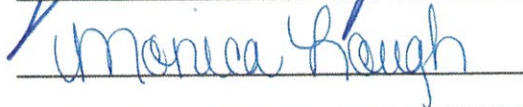
We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval October 30st, 2020, checks 7108 - 7110 & electronic payments in the amount of:

\$ 203,044.26

Jim Kuntz, Chief Executive Officer





Monica Lough, Director of Finance & Admin

<u>Date Issued</u>	<u>Claimant</u>	<u>Purpose</u>	<u>Check Number</u>	<u>Amount</u>
Payroll				
10/30/20	Baldwin, Janet L	October 2020 Payroll	EFT	1,476.67
10/30/20	Beidler, Camryn N	October 2020 Payroll	EFT	1,791.70
10/30/20	Camarillo Reyes, Laura	October 2020 Payroll	EFT	2,655.22
10/30/20	Chatriand, Bobbie J	October 2020 Payroll	EFT	2,687.90
10/30/20	Cridlebaugh, Ronald W	October 2020 Payroll	EFT	5,669.76
10/30/20	Deenik, Sarah K	October 2020 Payroll	EFT	284.62
10/30/20	Degnan, Tricia E	October 2020 Payroll	EFT	4,239.60
10/30/20	Etherington, Donn	October 2020 Payroll	EFT	1,204.71
10/30/20	Flaget, Todd R	October 2020 Payroll	EFT	3,660.33
10/30/20	Harris, Camille L	October 2020 Payroll	EFT	3,014.27
10/30/20	Huffman, James D	October 2020 Payroll	EFT	1,439.34
10/30/20	Kuntz, James M	October 2020 Payroll	EFT	12,292.78
10/30/20	Lamb, Kenneth R	October 2020 Payroll	EFT	3,703.63
10/30/20	Lamb, Shane C	October 2020 Payroll	EFT	2,256.07
10/30/20	Lape, Felicity D	October 2020 Payroll	EFT	571.77
10/30/20	Larsen, Craig N	October 2020 Payroll	EFT	5,946.79
10/30/20	Loesack, W Alan	October 2020 Payroll	EFT	423.88
10/30/20	Lough, Monica D	October 2020 Payroll	EFT	7,530.31
10/30/20	Martinez, Rafael	October 2020 Payroll	EFT	3,443.24
10/30/20	McKivor, Esther S	October 2020 Payroll	EFT	3,757.77
10/30/20	Moyers, Trent D	October 2020 Payroll	EFT	7,136.61
10/30/20	Orr, Marcus J	October 2020 Payroll	EFT	3,451.92
10/30/20	Ramos, Jorge E	October 2020 Payroll	EFT	2,573.09
10/30/20	Russ, Ronald R	October 2020 Payroll	EFT	5,507.68
10/30/20	Russell, Justin L	October 2020 Payroll	EFT	3,209.61
10/30/20	Sanchez, Edwin C	October 2020 Payroll	EFT	1,526.03
10/30/20	Scott, Tristan L	October 2020 Payroll	EFT	2,119.29

10/30/20	Smith, Charles B	October 2020 Payroll	EFT	3,327.99
10/30/20	Spurgeon, Mark M	October 2020 Payroll	EFT	1,119.34
10/30/20	Tidd, Bealinda B	October 2020 Payroll	EFT	3,168.68
10/30/20	Turner, Rory A	October 2020 Payroll	EFT	1,831.31
10/30/20	Vargas, Manuel A	October 2020 Payroll	EFT	3,913.50
09/30/20	Washington Counties Insurance Fund	November Insurance	7108	29,044.39
09/30/20	Bealinda Tidd	October Sunshine fund	7109	102.00
09/30/20	HRA VEBA Trust	October VEBA	7110	2,000.00
09/30/20	Department of Retirement Systems	October Retirement	ACH	31,449.30
09/30/20	US Treasury	October Payroll taxes	EFTPS	33,513.16
	Net Payroll			<u>203,044.26</u>

**Chelan Douglas Regional Port Authority
Check Register
2020-55**

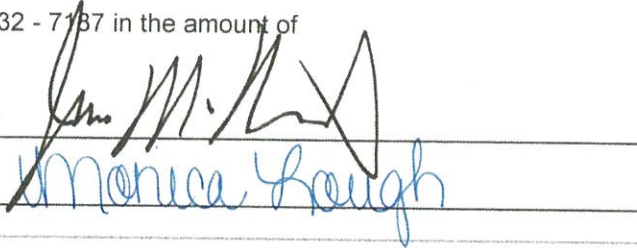
We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval October 30, 2020 checks 7111 - 7130, 7132 - 7137 in the amount of

\$ 249,974.35

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin



Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
10/30/2020	Local Tel Communications	Fire Alarm Services	7153	181.77
10/30/2020	Olin Excavation, LLC	Brender Creek Maintenance	7163	3,424.45
	Net Cashmere Mill District			<u><u>\$3,606.22</u></u>
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
10/30/2020	Cascade Natural Gas	Natural Gas	7118	16.51
10/30/2020	Chelan County Natural Resource Dept.	Cancelled VCC reservation	7119	360.00
10/30/2020	Crown Paper & Janitorial Supply	Custodial supplies	7127	395.32
10/30/2020	Fire Chief Equipment Co, Inc.	Fire Suppression & Sprinkler	7135	2,192.79
10/30/2020	Firefly	IT Managed services	7136	1,464.75
10/30/2020	Fluke Corporation	Refund security deposit	7137	215.00
10/30/2020	Home Depot Pro	Supplies	7142	6.79
10/30/2020	Kelley Imaging Systems, Inc.	Kyocera Copier service	7150	168.19
10/30/2020	Local Tel Communications	Fire Suppression & Sprinkler	7153	517.09
10/30/2020	Weinstein Beverage Co.	Coffee Service Supplies	7184	73.99
10/30/2020	Zoom Video Communications, Inc	Renew annual service	7187	5,192.65
	Net Confluence Technology Center			<u><u>\$10,603.08</u></u>
<u>DOWNTOWN WENATCHEE SOUTH</u>				
10/30/2020	Cascade Natural Gas	Utilities	7118	329.64
10/30/2020	Lowe's	Repairs and Maintenance	7154	13.16
10/30/2020	Star Rentals, Inc.	Repairs and Maintenance	7172	423.15
	Net Downtown Wenatchee South			<u><u>\$765.95</u></u>
<u>OLDS STATION BUSINESS PARK</u>				
10/30/2020	Cascade Natural Gas	Natural Gas	7118	13.78
10/30/2020	Chelan County PUD	Electricity and Water	7120	1,740.23
10/30/2020	Chelan County Treasurer	Irrigation	7121	718.25
10/30/2020	Keyhole Security Inc.	Building Maintenance & Repairs	7151	11.66
10/30/2020	Local Tel Communications	Alarm Systems	7153	572.88
10/30/2020	Lowe's	Building Maintenance & Repairs	7154	45.57
10/30/2020	Stemilt World Famous Compost	Landscaping	7174	20.00
10/30/2020	Stoneway Electric Supply	Building Maintenance & Repairs	7175	410.96
	Net Olds Station Business Park			<u><u>\$3,533.33</u></u>

**Chelan Douglas Regional Port Authority
Check Register
2020-55**

PANGBORN AIRPORT

10/30/2020	Ag Supply Co.	Fuel: Unleaded, Diesel	7111	1,396.87
10/30/2020	Arrow Construction Supply, Inc	Deicer Crystals - 50 lbs	7113	496.01
10/30/2020	Avfuel Corp	Jet A Fuel	7114	17,895.63
10/30/2020	Calhoun & Dejong, Inc	Nozzle cover, lanyard repair kit	7115	193.06
10/30/2020	Cintas Corporation	Uniforms & shop towels	7122	58.61
10/30/2020	Coleman Oil Company	Fuel: PMA - Expedition	7125	57.60
10/30/2020	Door Tech, Inc.	Reimburse Dec 2019 retainage	7129	6.25
10/30/2020	Fastenal Company	Terminal Maintenance	7134	188.27
10/30/2020	Firefly	IT Managed Services	7136	1,624.50
10/30/2020	Go USA, Inc.	Fire logo shirts - ARFF Techs	7139	1,040.55
10/30/2020	Home Depot Pro	Cleaning supplies	7142	956.21
10/30/2020	Informa Princeton LLC	Booth at ASM North America 2020	7143	1,095.00
10/30/2020	Jerry's Auto Supply	Wiper Blades (13)	7147	85.17
10/30/2020	Les Schwab Tire Center	New tire, tire repair	7152	147.19
10/30/2020	Local Tel Communications	Phone/Internet/Cable	7153	838.15
10/30/2020	Lowe's	Maintenance equipment	7154	92.93
10/30/2020	Norco Inc	SCBA Hydro Tests (9)	7159	341.15
10/30/2020	Ogden Murphy Wallace, PLLC	Legal Services	7162	5,872.90
10/30/2020	Platt Electric Supply	Flour light test	7165	106.22
10/30/2020	Port of Moses Lake	Paint striper, truck rental	7166	4,279.77
10/30/2020	Rodda Paint Co.	Type I Glass Beads - painting stripes	7169	974.06
10/30/2020	Stan's Merry Mart	Pintle Mount Plate 2"	7171	54.24
10/30/2020	T-O Engineers	Professional Services	7176	595.00
10/30/2020	USDA, APHIS	Animal & Plan Health Inspection	7179	346.80
10/30/2020	UVeritech, Inc	1 yr software maintenance and support	7180	295.00
10/30/2020	Volaire Aviation Inc	Air Service Development Retainer - Sept 2020	7181	4,000.00
	Net Pangborn Airport			<u><u>\$43,037.14</u></u>

PANGBORN AIRPORT BUSINESS PARK

10/30/2020	Alpine Aire Heating & Cooling, Inc.	Repair cooling system	7112	9,560.06
10/30/2020	Harvest Valley Pest Control	Pest control	7141	115.88
10/30/2020	Local Tel Communications	Fire Alarm System	7153	171.13
	Net Pangborn Airport Business Park			<u><u>\$9,847.07</u></u>

RPA OFFICE/AVIATION CENTER

10/30/2020	Cascade Natural Gas	Natural Gas	7118	433.41
	Net RPA Office/Aviation Center			<u><u>\$433.41</u></u>

LAKE CHELAN AIRPORT

10/30/2020	Chelan County PUD	Utilities	7120	21.90
10/30/2020	City of Chelan	Maint & Operations	7123	11,253.75
	Net Lake Chelan Airport			<u><u>\$11,275.65</u></u>

MANSFIELD AIRPORT

10/30/2020	Douglas County PUD	Utilities	7130	48.00
	Net Mansfield Airport			<u><u>\$48.00</u></u>

WATERVILLE AIRPORT

10/30/2020	Douglas County PUD	Utilities	7130	34.00
	Net Waterville Airport			<u><u>\$34.00</u></u>

**Chelan Douglas Regional Port Authority
Check Register
2020-55**

ORONDO RIVER PARK

10/30/2020	Colby Thorpe	Sept Water System Mgmt	7124	500.00
10/30/2020	Douglas County PUD	Utilities	7130	113.00
10/30/2020	Express Services, Inc.	Park Attendant Services	7133	273.12
10/30/2020	Local Tel Communications	Utilities	7153	65.90
	Net Orondo River Park			\$952.02

MALAGA PROPERTY

10/30/2020	Eurofins Cascade Analytical	Professional Services	7132	835.00
10/30/2020	ITC, Inc	T & M for well test	7144	13,120.55
10/30/2020	Keyhole Security Inc.	Rekey padlock	7151	97.54
10/30/2020	RH2 Engineering, Inc.	Pre-purchase water system testing	7168	1,305.85
	Net Malaga Property			\$15,358.94

ADMINISTRATIVE & GENERAL

10/30/2020	Cami Harris	Mileage & supplies	7116	81.44
10/30/2020	Coleman Oil Company	Fuel: Port Manuel's Truck	7125	144.82
10/30/2020	Craig Larsen	Mileage	7126	31.17
10/30/2020	Davis Arneil Law Firm, LLP	Legal Services	7128	7,572.00
10/30/2020	Firefly	IT Managed Services	7136	1,906.08
10/30/2020	J. C. Baldwin	Mileage	7146	79.35
10/30/2020	Jim Huffman	Mileage	7148	22.31
10/30/2020	Local Tel Communications	Phone service & repair	7153	1,012.00
10/30/2020	Mark M. Spurgeon	Mileage	7156	49.80
10/30/2020	Monica Lough	Mileage and Supplies	7157	163.73
10/30/2020	Office Depot	Supplies	7161	183.68
10/30/2020	Ogden Murphy Wallace, PLLC	Legal Services	7162	5,531.50
10/30/2020	ProEquities, Inc.	Professional Services	7167	2,475.00
10/30/2020	RH2 Engineering, Inc.	Project Mgmt fee	7168	7,700.00
10/30/2020	Rory Turner	Mileage	7170	91.89
10/30/2020	State Auditor's Office	WA State Audit Costs	7173	12,064.30
10/30/2020	Two Chefs Catering	Board Retreat Lunch	7178	182.11
10/30/2020	Washington Economic Development Assn	2021 Membership	7182	940.00
10/30/2020	Washington Public Ports Association	Virtual Environmental Seminar - Sept 2020	7183	50.00
10/30/2020	Xerox Corporation	Printer Service	7186	509.61
	Net Administrative & General			\$40,790.79

BUSINESS DEVELOPMENT & MARKETING

10/30/2020	Davis Arneil Law Firm, LLP	Public Records Requests	7128	4,028.00
10/30/2020	Journal of Business	Legal advertising	7149	180.00
10/30/2020	Parsons Photography	Business portrait	7164	119.35
	Net Business Development & Marketing			\$4,327.35

ECONOMIC DEV CONTR - NONPROFITS

10/30/2020	Cascade Foothills Farmland Association	Strategic Plan Dev/Driving Map Reimb	7117	10,860.63
10/30/2020	Manson Chamber of Commerce.	Q2 2020 Economic Dev Funding	7155	3,750.00
10/30/2020	NCW Economic Development Dist.	Economic Partners Planning Grant	7158	5,000.00
10/30/2020	WV Tread	General Operations	7185	10,000.00
	Net Economic Dev Contr - Nonprofits			\$29,610.63

**Chelan Douglas Regional Port Authority
Check Register
2020-55**

<u>CAPITAL PROJECTS - GRANT</u>				
10/30/2020	J-U-B Engineers, Inc.	Waterville Airport - Rehab Rnwy, Txy, Aprons	7145	1,782.84
	Net Capital Projects - Grant			<u>1,782.84</u>
<u>CAPITAL PROJECTS - NONOGRANT</u>				
10/30/2020	Forte Architects Inc.	Professional services	7138	5,692.00
10/30/2020	Halme Builders, Inc	Retainage on Term. Capacity	7140	13,442.42
10/30/2020	North Cascades Heating & A/C	Retainage on CTC HVAC	7160	25,783.44
10/30/2020	Ogden Murphy Wallace, PLLC	Lojo Orchards, LLC property	7162	2,840.50
10/30/2020	Ogden Murphy Wallace, PLLC	Downtown Wenatchee South	7162	3,010.00
10/30/2020	RH2 Engineering, Inc.	Mill Site Wetland Improv & HVAC replacement	7168	670.50
10/30/2020	T-O Engineers	AGIS Terrain Survey, MALSR 30% Design	7176	10,583.22
10/30/2020	TLC Management, Inc	Landscape renovation	7177	11,945.85
	Net Capital Project - NonGrant			<u>73,967.93</u>
TOTAL				<u>249,974.35</u>

Void: 7131

**Port of Chelan County
Check Register Log
2020 - October**

<u>Date Issued</u>	<u>Register #</u>	<u>Reason</u>	<u>First #</u>	<u>Last #</u>	<u>Amount</u>
10/26/2020	2020-14	Mid-Month Payable	5078	5078	\$ 4,213.59
10/28/2020	2020-15	End of Month Payable	5079	5079	\$ 157.50

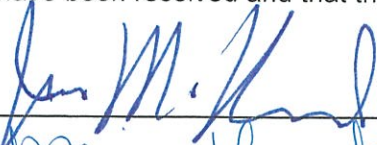
Transactions for approval November 10, 2020 total:

\$4,371.09

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 Baldwin

Commissioner Etherington

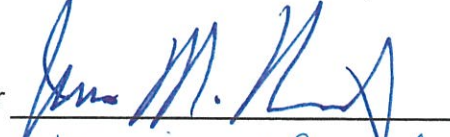
Commissioner Turner

**Port of Chelan County
Check Register
2020-14**

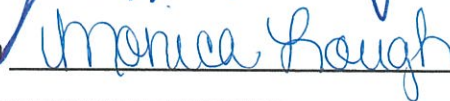
We, the undersigned Commissioners of Port of Chelan County, Chelan County, Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval October 26, 2020, check 5078 in the amount of \$ 4,213.59

Jim Kuntz, Executive Director



Monica Lough, Director of Finance & Admin



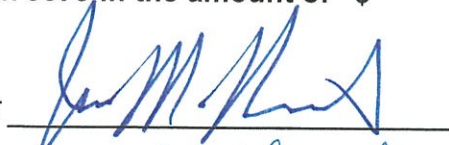
Date Issued	Claimant	Purpose	Check #	Amount
10/26/2020	Cascade Industrial Services, Inc.	CTC Masonry Repairs	5078	\$ 4,213.59

**Port of Chelan County
Check Register
2020-15**

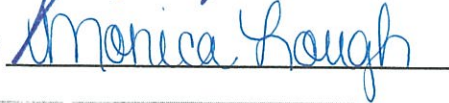
We, the undersigned Commissioners of Port of Chelan County, Chelan County, Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval October 28, 2020, check 5079 in the amount of \$ 157.50

Jim Kuntz, Executive Director



Monica Lough, Director of Finance & Admin



Date Issued	Claimant	Purpose	Check #	Amount
10/28/2020	Ogden Murphy Wallace, PLLC	Fibro Corp Litigation	5079	\$ 157.50

**Port of Douglas County
Check Register Log
2020 - October**

<u>Date Issued</u>	<u>Register #</u>	<u>Reason</u>	<u>First #</u>	<u>Last #</u>	<u>Amount</u>
10/22/2020	2020-16	Mid Month Payable	5066	5066	\$ 491.00
10/22/2020	2020-17	Mid Month Payable	5067	5067	\$ 5.00
10/26/2020		Payoff 2011 & 2016 Bonds	EFT	EFT	\$ 5,197,933.75
10/28/2020	2020-18	End of Month Payable	5068	5068	\$ 491.00

Transactions for approval November 10, 2020 total:

\$ 5,198,920.75

Voided checks: None

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

Executive Director



Dir. of Finance & Admin.

Commissioner Huffman

Commissioner Spurgeon

Commissioner Loeb sack

**Port of Douglas County
Check Register
2020-16**

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

For approval October 15, 2020 check 5066 in the amount of \$ **491.00**

Jim Kuntz, Chief Executive Officer _____

Monica Lough, Director of Finance & Admin _____

<u>Date Issued</u>	<u>Claimant</u>	<u>Purpose</u>	<u>Check Number</u>	<u>Amount</u>
10/15/20	Chelan Douglas Regional Port Authority	CWICC Land Lease	5066	491.00

TOTAL 491.00

**Port of Douglas County
Check Register
2020-17**

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

For approval October 22, 2020 check 5067 in the amount of \$ 5.00

Jim Kuntz, Chief Executive Officer



Monica Lough, Director of Finance & Admin



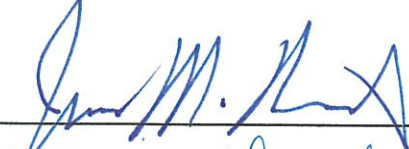
<u>Date Issued</u>	<u>Claimant</u>	<u>Purpose</u>	<u>Check Number</u>	<u>Amount</u>
10/22/20	Ron Cridlebaugh	Reissue Refund United Way	5067	5.00

TOTAL 5.00

**Port of Douglas County
Check Register
2020-18**

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

For approval October 28, 2020 check 5068 in the amount of \$ 491.00

Jim Kuntz, Chief Executive Officer 


Monica Lough, Director of Finance & Admin 

<u>Date Issued</u>	<u>Claimant</u>	<u>Purpose</u>	<u>Check Number</u>	<u>Amount</u>
10/28/20	Chelan Douglas Regional Port Authority	CWICC Land Lease	5068	491.00

TOTAL 491.00

**Chelan Douglas Regional
Port Authority**

Memo

To: Board of Directors
From:  Jim Kuntz
cc: None
Date: November 5, 2020
Re: Columbia Street Property RFP

The Regional Port received two proposals. They are included in your Board packet. We have asked both entities to present to the Board on Tuesday.

Please also find enclosed the selection process that we have agreed to. Staff has not ranked the proposals as we only received two.

I would suggest the Board conduct interviews only on Tuesday to obtain additional information. The Board can then make a decision at the November 24th meeting.

F. PROPOSAL SELECTION AND CONTRACTING PROCESS:

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

Criteria	Weighting
1. Extent to which proposal matches the adaptive reuse and land use vision for the Columbia Street Warehouse District as described in pages 6-7 of the CDRPA Surplus Property Offering.	30 pts
2. Developer's demonstrated experience with adaptive reuse projects of similar scale/complexity and financial capacity to undertake the project.	30 pts
3. Proposed purchase price for the property and building (s).	20 pts
4. Number of new jobs created and average wage.	10 pts
5. The proposed timeline to construct and occupy the site.	5 pts
6. Proposed use is additive/complimentary to downtown and waterfront	5 pts

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

The Chelan Douglas Regional Port Authority reserves the right to negotiate with the selected Proposer. It is the intent of the CDRPA to enter into a nonbinding Memorandum of Understanding to Purchase with the selected Proposer and the CDRPA shall incur no liability to any proposer as a result of such negotiation. It is the intent of the CDRPA to ensure it has the flexibility it needs to arrive at a mutually acceptable non-binding Memorandum of Understanding for the sale and purchase of the property.

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

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

Non-Binding Memorandum of Understanding

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

- Timeframe for due diligence.
- Timeframe to develop conceptual exterior and site plans.
- Schedule and attend a pre-application conference with the City of Wenatchee.
- Identify CDRPA approval requirements.
- Timeline to negotiate a "Purchase and Sale Agreement" including contingencies.
- Establish closing conditions and dates.

G. PURCHASE AND SALE AGREEMENT:

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

Closing

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

Covenants/Easements

Covenants will be recorded at closing regarding the agreed upon design and redevelopment of the property.

Provision for Option to Repurchase Property

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

PROPOSAL FOR PURCHASE

COLUMBIA STREET

WENATCHEE, WA 98801

Columbia Street Property Offering – Buildings G & I

Submittal Date October 30, 2020

Prepared For:

Chelan Douglas Regional Port Authority (CDRPA) ATTN: Stacie de Mestre

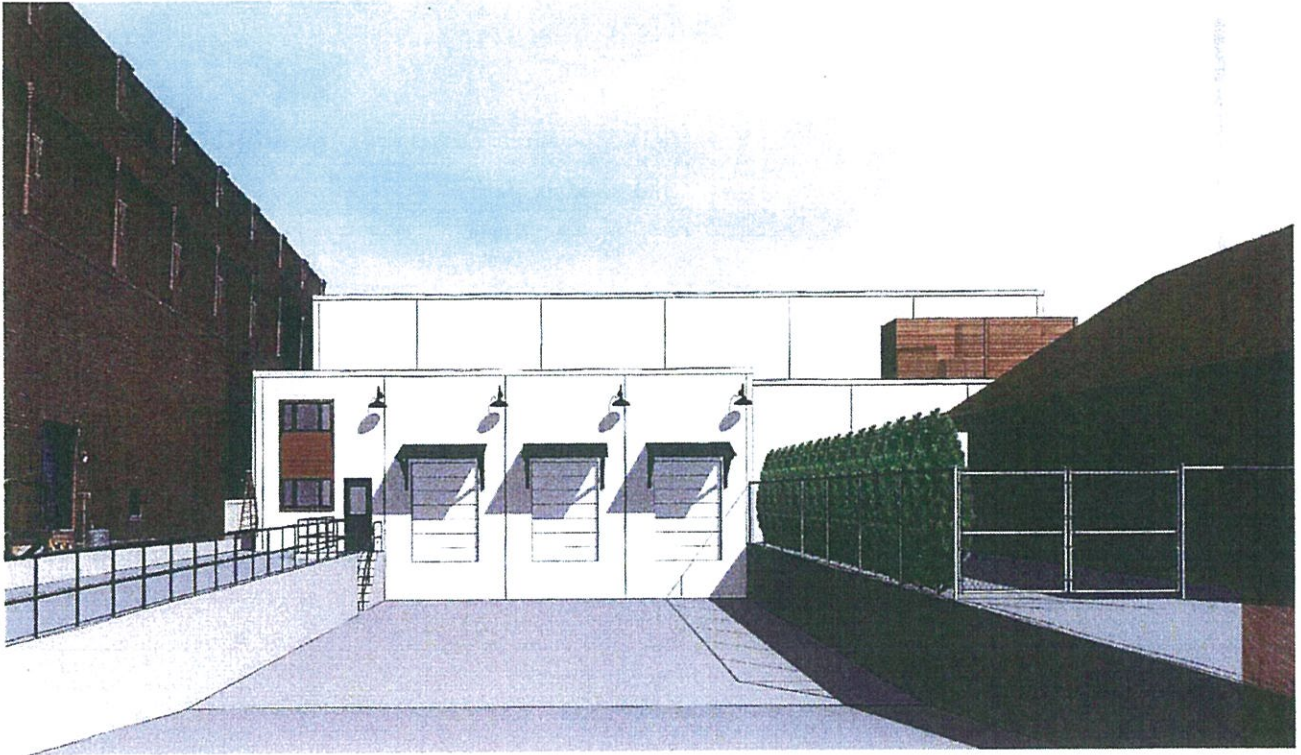
One Campbell Parkway, Suite A

East Wenatchee, WA 98801

Submitted By:

Clay Gatens and Andrew Cusick





BUILDING G EXTERIOR ELEVATION



BUILDING I EXTERIOR ELEVATION



AERIAL VIEW

**DEVELOPMENT
PROPOSED USES**

PLAN & Building I (North Building) Approx. 5,488 Sq. Ft.

Building I will be remodeled for a single-user tenant engaged in light manufacturing and wholesale with limited retail sales from the property. Currently, Armour Wines has expressed interest in the property and is expected to be the tenant for Building I.

Armour Wines, LLC produces lo-fi wines in the Wenatchee Valley. Tyler Armour is the winemaker for Armour Wines. He has over 14 years of experience in the industry. Tyler is the current winemaker at Fielding Hills Winery. Armour Wines creates whole-cluster, native fermented wines in neutral barrels with minimal intervention. Armour Wines is a local family ran business ran with Tyler's wife, Sarah. She has a business background and graduated from Washington State University with an International Business degree.

As discussed more fully below, the development plan and interior and exterior remodel of Building I is intended to provide a vibrant location to both make and house local wine, but also to have a wholesale and retail operation for the sale of wine. In addition to controlled atmosphere improvements and infrastructure for wine making and storage, the north portion of the building fronting Yakima St. will be remodeled to include an exterior entrance and windows to facilitate a tasting room, retail sales, and indoor/outdoor seating.

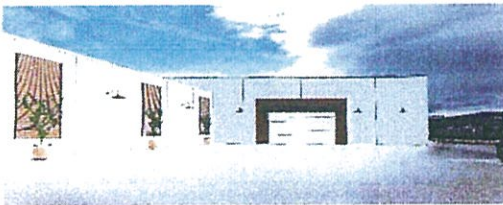
Building G (South Building) Approx. 14,472 Sq. Ft.

Building G will be remodeled and positioned to attract a single user tenant as well. Currently, we are in negotiations with a nation-wide fire and water restoration company that operates locally owned and operated franchises for property disaster fire and water remediation. This type of tenant is ideal for the existing scale and size of Building G and its existing loading ramp off of Kittitas St.

An established and growing restoration company with locations throughout Washington state will bring smooth sophisticated business operations to the area and provide well-paying jobs across a number of business sectors. This type of tenant will fit nicely within the existing infrastructure of Building G and the industrial character of the surrounding area and will not require extensive off-site infrastructure improvements that could be disruptive to neighboring properties, traffic, or parking.

In addition to the exterior remodeling, the interior of Building G will also be remodeled to update and expand the existing offices located on the mezzanine level of the building.

EXTERIOR ARCHITECTURAL GOALS



All exterior remodeling will be consistent with the goals identified in the CDRPA Surplus Property Offering, including retention of the industrial aesthetic of the existing buildings and surrounding area while at the same time ‘softening’ the exterior elements through the use of accent natural wood elements, painted murals relating to the regions agricultural heritage, and metal awnings over doorways and windows to create a human-scale connection with the buildings that is currently lacking.

With the addition of exterior openings and indoor/outdoor seating along the north portion of Building I, the proposed remodel will enhance community engagement and promote pedestrian connections with nearby Pybus Public Market and the Loop Trail.

Exterior element goals have also been developed with the intent of being aesthetically consistent with the S.P.O.R.T building proposal accepted by the CDRPA and the renderings contained in the Surplus Property Offering. The initial renderings that are included in this proposal highlight this aesthetic.

TRAFFIC & PARKING

Traffic and Parking for both Building G and Building I are not anticipated to significantly increase or negatively impact the historically existing traffic and parking in the immediate vicinity of the buildings. While both buildings will create new employment and

visitor opportunities, the re-purposing and adaptive re-use planned for the buildings is not intended to attract or encourage parking or traffic volumes that substantially deviate from the historical operations of the buildings. Additionally, the existing loading ramp and level parking areas immediately adjacent to Building G's loading ramp will be configured and utilized to reduce off-site parking by employees coming and going from Building G.

PROPOSED PURCHASE PRICE \$1,000,000.00

JOB CREATION It is anticipated that a single user light manufacturing tenant for Building I will create 8-10 new full time jobs with hourly rates between \$15.00 and \$50.00 per hour.

A single user construction and restoration company for Building G will create between 30-40 new jobs with hour rates starting at \$20.00 per hour and salaried administrative positions starting at \$38,000 annually.

ADAPTIVE REUSE The goal for both Building G and I is to put the buildings into an adaptive reuse that works within each buildings existing footprint and does not require demolition and removal or additions to the existing building envelopes and footprint. This adaptive reuse approach will minimize disruptions to the immediately surrounding area, minimize increased loads to existing utility infrastructure, and allow the buildings to be put into new adaptive uses in a shorter period of time.

Building access will be improved to both buildings by the addition of exterior openings and windows to the north side of Building I along Yakima St. and the addition of a new roll-up bay to Building G along Columbia St.

These new accesses and openings will be implemented consistent with the design aesthetic and Exterior Architectural Goals described above and depicted generally by the initial renderings.

**PROSPECTIVE DEVELOPMENT
TIMELINE**

The proposed development timeline is as follows, subject final closing date, financing, and lease commitments:

Enter into MOU December 2020

Secure Financing, Secure Leases, Apply for all Required Permits January – April 2021

Obtain Permits and Close May 2021

Perform Building Remodeling (interior and exterior) and Tenant Improvements May – October 2021

Open for Occupancy November 2021

CLOSING OF TRANSACTION

We would prefer to close once financing and leasing have been secured and permits have been applied for. We anticipate that this will be accomplished in April 2021

**KEY INDIVIDUALS & PAST
PROJECTS**

Clay Gatens, Owner. Clay is a lawyer and developer with decades of experience in both areas on both the west and east side of the state. Clay's legal background and qualifications can be found at <https://www.ggw-law.com/clay-gatens>

Clay's development projects include historic mixed-use redevelopment projects located in Seattle, including the complete restoration of a 1920's brick and terra-cotta building located in Fremont that is home to Caffe' Vita's retail coffee operations and multifamily housing.

https://www.fremonthistory.org/wp/then_and_now/4301-fremont-ave-n-herzig-building/

Clay has also developed high-density urban in-fill multifamily and mixed-use projects in the Queen Anne, Capitol Hill, First Hill, and Ballard areas of Seattle.

Locally, Clay has developed residential plats in Wenatchee, Cashmere, and Chelan. Industrial


properties in Baker Flats and is currently developing the property located at 600 S. Mission with Andrew Cusick into an office and warehouse building.

Andrew Cusick, Owner. Andrew Cusick is the owner of Woodlands Construction company and has developed commercial properties in Wenatchee and Malaga. Andrew's development in Malaga consist of industrial zoned property that he has developed into warehouses, offices, and boat and RV storage. Andrew is also currently developing the property located at 600 S. Mission with Clay Gatens into an office and warehouse building.


Stewart Cusick, Consultant. Stewart has an extensive background in construction and development. Over the years he has worked on the development of the PUD park systems in Chelan and Douglas counties. The old Waterworks Building at the foot of 5th street was completely modified by Stewart. 1 Fifth Street is now a beautiful industrial business park that promotes urban redevelopment. Another location that has been redeveloped into a multi-tenant building is the North Miller Business Park. The most recent building that has been given new life is the old Stemilt building at the North end of town. With the help of Woodlands Construction, Ohme Garden Business Park was transformed from a single tenant space into a multi-tenant building. Stewart, through his former construction company, originally built Building I and is very familiar with its construction and history.

REFERENCES

Available upon further request.



Clay Gatens



Andy Cusick

Chelan-Douglas Community Action Council

620 Lewis Street * Wenatchee, WA * 98801



509-662-6156

www.cdcaac.org

Proposal for Purchase

Prepared for:

Chelan Douglas Regional Port Authority

Lineage Property Buildings G & I

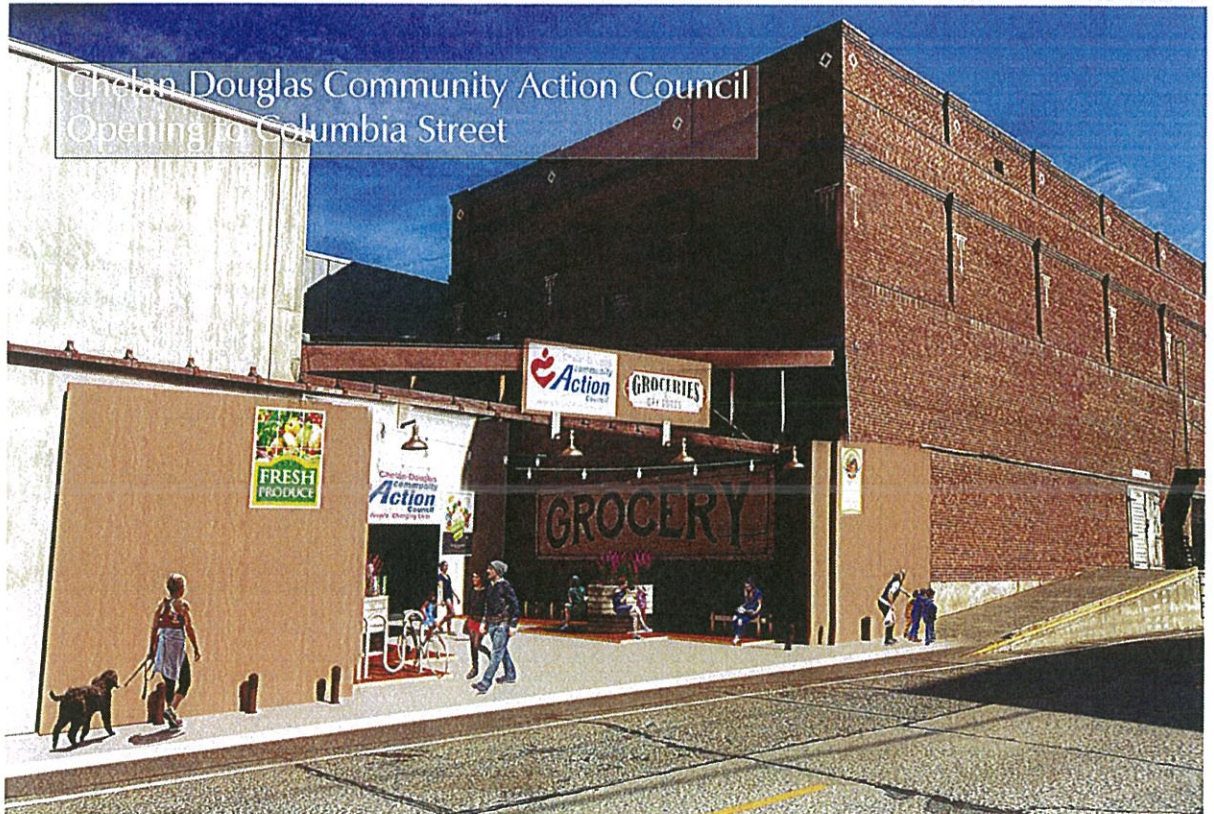
Submittal Date: October 30, 2020



Chelan Douglas Community Action Council
Building I - North



Chelan Douglas Community Action Council
Opening to Columbia Street



Development Plan and Proposed Uses

Chelan Douglas Community Action Council (CDCAC) is pleased to submit a proposal for the purchase of the Lineage property identified as Buildings I and G. Our vision is to transform the warehouse space into a vibrant professional office building combined with maintaining space as a renovated functioning warehouse addressing needs of our most vulnerable residents in Chelan and Douglas Counties.

Chelan-Douglas Community Action Council was established in 1965. We are a private not-for-profit corporation serving the low-income residents of Chelan and Douglas Counties. However, in recent years some of our programs have expanded beyond the two-county area, to include Okanagan, Grant, Adams and Lincoln Counties. Our purpose is to assist individuals and families to move out of poverty and into a lifestyle that promotes a safer and healthier living environment, leading to self-sufficiency. CDCAC collaborates with other social service agencies, public agencies (federal, state, county and city), community organizations, businesses, health and education entities to provide information, build relationships, support referrals and coordinate services.

We have a staff of approximately 24 and an annual budget over \$3 million. Our programs include Energy Assistance, Weatherization and Healthy Home Improvement, Asset Building, AmeriCorps, Retired Senior Volunteer Program (RSVP), Adult Literacy Council, Food Distribution Center, and Housing, including 50 units of affordable housing.

Building I is to be retrofitted to house the office functions of CDCAC. Program spaces include offices, 35-person conference room, meeting rooms, copier areas, storage space, kitchen/lunch room, archive room, and archive destruction area. A public storefront and reception area to be easily recognized and accessed from street at the North end of the building. The reception area will have a high ceiling. Office spaces will have daylight openings introduced into the tilt up concrete walls. Solar tubes will potentially be installed into the roof. The option to construct a second story within the building has been determined feasible.

Building G is to be retrofitted to house the support spaces for CDCAC Weatherization and Food Distribution programs. Program spaces include offices, freezer (estimated at 20x60x16 feet), cooler (estimated at 20x60x16 feet), dry storage, packaging area, receiving area, and forklift aisles. CDCAC will explore the possibility of creating a future commercial kitchen for employment skill training and grocery store style food pantry in the space as well with access from Columbia Street.

Continued Access between Building I and Building G is desired. Building I has connection points with the adjacent building. These connections are not currently code compliant for intended occupancy separation and creating the separation must take place during construction. There is a metal canopy covering Columbia Street access to Building G. This canopy is between two adjacent buildings and currently fenced with chain-link. Building G has a loading dock and ramp access from Kittitas Street. Access to Building I and Building G from Yakima Street is currently fenced with chain-link and there is access to what will be a future employee parking area.

The size and shape of the each space offers an unencumbered and flexible opening for build outs of office, meeting room, and other spaces conducive to a professional office environment and warehouse storage with a simple and straightforward connection between the two.

Renovation costs are estimated at \$2.2 to \$2.8M.

Exterior Architectural Goals

Exterior architectural goals will be met with a mixture of architectural and functional additions of entry ways, windows, awnings/canopies, and claddings in the manner shown in the included renderings.

At Building I a storefront main entry and associated signage will be added to the north end of the building. The existing loading door opening may also be maintained to provide a connection of the lobby space to the exterior and provide interaction with pedestrians during warmer months. Dryvit or similar panels will be used to group new windows and modulate the blank facades of the tilt up concrete construction. The decorative canopy over the new north facing entry will wrap around to the east side providing a visual connection between that portion of the facility and Columbia Street. Bike racks or bike spaces would also indicate a pedestrian friendly building approach. East Building I façade walls will have a second code required ground floor access (including canopy) at the far side for egress of the occupancies inside along with numerous windows for the new offices located along that wall at the interior. Plantings including vertical components may be used to reduce blank wall expanses as shown in the renderings. The north face of Building G may have a mural, partner list, or other boldly colored signage, as shown in the example rendering to reduce the blank wall effect already present. Building I is intended to have parking at both the storefront and east lot and a future side walk/ pedestrian connection in front of the adjacent building to the west is assumed, but may be dependent on other covenants or development associated with that building.

For Building G at the west entry face Columbia Street the wall would be opened with a small storefront entry into a proposed grocery space, and area under the existing canopy would be activated as an outdoor space that the grocery operation could fill up in warmer months. The possibility of large operable doors or barn doors to provide a more human scale and a pedestrian connection and activation of that portion of the building along with security during off hours would be evaluated in relation to the easements present. Signage along the canopy as well as new lighting would provide an interruption to the blank walls of the adjacent buildings to the north and south. At the south of Building G the current curb cut configuration of the street frontage facing the turnaround would be maintained for that portion of the building to have continued use as a loading dock. Awnings over the entry and windows along with Dryvit accenting in the manner of the Building I entry renderings would be used to bring human scale to that portion of the walls. At time of proposal the east edge of the loading dock wall appears to abut the BNSF property and/or provide access to

the fire hydrant/utility easement and BNSF equipment. If room is available, a landscape buffer would be provided per the stated Architectural Goals for the property in the manner shown in the renderings in the front of Building I.

Traffic and Parking

Daily traffic volume is based upon our existing locations and includes staff and visitors. Staff of 25 typically has limited trips once on location, and transportation options vary. Visitors utilize a variety of transportation options including foot, bike, public transportation and personal vehicle. The number of office visitors per day (Monday – Friday) ranges from 15-30. We will configure onsite parking for staff and visitors in accordance with City of Wenatchee parking requirements.

There is adequate space on the east side between the existing fence property line and buildings to accommodate CDCAC owned vehicles.

Semi-truck traffic for receiving products for our Food Distribution Center total three to four arrivals per week and additional truck deliveries for our Weatherization program on a less frequent basis, averaging two per month. There will be an average of three daily (Monday – Friday) truck deliveries from the site to other locations in the two-county area, these are accomplished with regular size pick-up and 14 foot box trucks. CDCAC does not own or operate commercial semi-truck vehicles.

Job Creation

Estimated new job positions in the short term (12-24 months) is two to three, current staff is 23 (21 Full Time, 2 Part Time) with an average salary of \$25.18/hour. In addition, we recruit 6-8 AmeriCorps members to serve with our agency annually learning job skills while serving our region. Volunteers and interns are an important component of our business. We frequently host interns who are seeking to build and expand their employment skills. We partner with multiple education and employment training organizations to offer on-the-job learning experiences. Volunteers serve in multiple capacities and we strive to build rewarding opportunities within our programs for others to give of their time and share their talents.

Adaptive Reuse

Extensive remodeling will occur in Building I to accommodate an office staff of 30, including the installation of a second floor, elevator, and exposing the existing interior to outside light. Renovations will involve looking forward to the future in design and installation of work environments to meet the demands of onsite, as well as remote work performance, while maintaining a feel of the building's original use.

A public storefront and reception area will be easily recognized and accessed from street level at the North end of the building. The reception area will feature existing height ceiling, exposing the original structure interior. At the south end of the property, existing receiving/loading docks will be utilized to serve the needs of the Food Distribution Center and Weatherization programs. Both programs are vital to the health and success of our most vulnerable residents.

We embrace the CDRRA's goal of celebrating our past and recognizing the importance our agriculture community has on the downtown core of Wenatchee. We embrace the agriculture industry, partnering with area farming business that provide fresh fruit and produce to us for distribution through area food pantries. We understand their importance and value their contributions to our local economy. Utilizing the exterior space to showcase our agriculture roots, will lend to supporting our efforts to address the nutritional needs of residents and celebrate the importance of our migrant workers and rich agriculture heritage.

Prospective Development Timeline

We would like to put the building under contract at a time when CDRPA is prepared to do so. Forte Architects has provided the feasibility study and exterior design model and will continue to serve as the design principal on this project. Financing of the project purchase price and renovations will be a combination of private donor, corporate, foundation support and the legislative Capital Budget process supported by Representative Mike Steele. We prefer to close after the City of Wenatchee approves our building plans and funding is complete, which will occur prior to construction. We plan to have construction begin summer 2021 and completion in first quarter of 2022.

The Community Foundation of North Central Washington has awarded CDCAC a grant of \$50,000 to hire professional fundraising, marketing and graphic design consultant(s) to conduct a capital campaign to raise the necessary funds to complete this project.

Community support and awareness of CDCAC has increased significantly over the past 8-months and we believe this will aid in our support for a successful capital campaign to raise the necessary funds to purchase and complete renovation/improvement costs. Redesigned marketing materials are completed and a new website is schedule for release in November 2020.

Organization and Individual Biographies

Community Action is a result of President Lyndon B. Johnson's War on Poverty and from the advocacy of Dr. Martin Luther King, Jr. The Economic Opportunity Act of 1964 created the Community Action Network of national and locally-focused organizations that connect millions of children and families to greater opportunity. Chelan Douglas Community Action

Council, established in 1965, is one of approximately 1100 Community Action Network organizations in the country. Each is independently organized, but connected to each other through common mission and purpose.

We pledge ourselves to creating an environment that pursues innovation and excellence through multi-sector partnership and collaboration. CDCAC forges working relationships with dozens of partners, focused on increasing the capacity for people to help themselves and each other. This project will help establish the organization for our next 50-years of community service, being here to help others in need to escape poverty, remove barriers and build a better life.

The staff Leadership Team includes Alan R. Walker, Executive Director; Kristi Hills, Deputy Director; and Louise Johnson, Fiscal Director.

Alan has been the Executive Director for CDCAC for almost three years and has led non-profit organizations for 22- years; he was self-employed for 10-years and holds a Master's Degree in Organization Development from Central Washington University. He has served on multiple state and local non-profit boards and been an active Rotarian for 25-years. Alan is a founding member of Our Valley Our Future and continues to serve on the Board.

Kristi has been the Deputy Director for CDCAC for over five years, after serving five years on the CDCAC Board, bringing a unique perspective and understanding to the position. Prior to joining the staff she worked for Wenatchee Valley College eight years and served as an AmeriCorps Member for the Wenatchee YWCA. She graduated from California State University with a Psychology Degree.

Louise has been with CDCAC for nine years, first hired as the Accounting Assistant before being promoted to Fiscal Director in 2015. She was employed as an office manager/bookkeeper for 18-years before joining CDCAC. Louise has extensive knowledge of federal funding rules and regulations in accordance with 2 CFR Part 200.302(b), of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for U.S. Department of Health and Human Services Awards. Louise received her accounting degree from Wenatchee Valley College.

Combined the Leadership Team has 72-years of experience!

The organization external annual audit has discovered no financial statement findings, federal award findings or questionable costs for the past several years.

Past Projects

CDCAC secured funding from the Washington State Department of Commerce - Housing Trust Fund (HTF) in the mid-1990's to build two apartment complexes, 32-units in East Wenatchee and 18-units in Wenatchee. We continue to own and manage these properties, plus one single family residence. This includes tenant management, grounds up-keep, routine maintenance, and coordinating professional services.

In April 2020 we were awarded a HTF Preservation Grant of \$1.7 Million to perform renovation and improvements to the two properties. Collaborating with consultants and a general contractor work began in October to include: interior renovation and replacement of cabinets, flooring, lighting, sinks, faucets, windows and doors to individual apartments (including the temporary relocation of 14-households) and exterior siding, painting and roofing replacement/work.

We own our office building, maintaining 5000 square feet of professional office space, grounds and parking.

References

Washington Trust Bank, Heidi Myers

Cashmere Valley Bank, Steve Lee

Washington State Department of Commerce - Housing Trust Fund, Angela Snow

Proposed Purchase Price

\$1,200,000.00

Submitted By

Approval to submit a proposal was approved by the CDCAC Board of Director's during their regular meeting held October 14, 2020.

Alan R. Walker, Executive Director
Chelan Douglas Community Action Council
620 Lewis Street
Wenatchee WA 98801
509-662-6156, x 224
alanw@cdcac.org



240 North Wenatchee Avenue
Wenatchee, WA 98801

(509) 293-5566
www.fortearchitects.com

PROJECT TITLE:

Chelan Douglas Community Action Council - Lineage Building Feasibility Study
Headquarters & Warehouse Relocation – Lineage Buildings I & C
2 Yakima Street
Wenatchee, WA 98801

FORTE ARCHITECTS PROJECT NUMBER: 2043

DATE: August 26, 2020

REQUESTED BY:

Alan Walker, Executive Director
Chelan Douglas Community Action Council
620 Lewis Street
Wenatchee, WA 98801

Douglas Community Action Council
I - North





240 North Wenatchee Avenue
Wenatchee, WA 98801

(509) 293-5566
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**CHELAN DOUGLAS COMMUNITY ACTION COUNCIL
LINEAGE BUILDING FEASIBILITY STUDY NARRATIVE**
Project No. 2043

NARRATIVE

August 24, 2020

Chelan Douglas Community Action Council (CDCAC)
620 Lewis Street
Wenatchee, WA 98801

Attn: Mr. Alan Walker, Executive Director CDCAC,

The following narrative describes the required work to modify the Lineage Buildings to provide space for the new headquarters and operations space for the Chelan Douglas Community Action Council. Buildings I and G are under consideration for the proposed project. The buildings are generally located at 2 Yakima Street in Wenatchee WA, Parcel No. 2220034401000. This report covers the design criteria the buildings would be required to comply with by City of Wenatchee Code and other relevant codes. The possibility of PUD rebates for energy efficiency is also included in this report.

The parcel (Parcel J on provided survey) is currently owned by the Chelan Douglas Regional Port Authority and is 1.74 acres with two buildings, I and G, and an attached entry area off of the loading dock facing Kittitas Street. The tilt up concrete buildings were built in 1985, with some additional work completed into 1989. Building I is approximately 5,488 square feet. Building G is approximately 14,472 square feet.

Building I is to be retrofitted to house the office functions of CDCAC. Program spaces include offices, 35-person conference room, meeting rooms, copier areas, storage space, kitchen/lunch room, archive room, and archive destruction area. A public storefront and reception area to be easily recognized and accessed from Columbia street. The reception area will have a high ceiling. Office spaces will have daylight openings introduced into the tilt up concrete walls. Solar tubes will potentially be installed into the roof. The option to construct a second story within the building is included in this report.

Building G is to be retrofitted to house the support spaces for CDCAC programs. Program spaces include offices, freezer, cooler, dry storage, packaging area, receiving area, and forklift aisles. CDCAC will explore the possibility of creating a future grocery store in the space as well. The estimate contained in this report does not include most operational equipment such as storage units, racks, lifts, interior gats, ladders, and other equipment. A 1200 sq ft cooler and 400 sq ft freezer has been included due to included fire suppression costs.

Continued access between Building I and Building G is desired and included in this report.



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Wenatchee, WA 98801

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CONDITIONS

Also See Attachment B & C as Referenced

A Site Survey and Building Summary document were provided by the Chelan Douglas Regional Port Authority and are attached to this document for reference. (Attachment B) The buildings are tilt up concrete construction. Building I is 24 ft tall and Building G is 32 ft tall. The roof of each building is wood and metal web trusses with plywood overlay and a membrane roof with scupper drainage supported by the tilt up concrete walls of the two buildings. Building I has connection points with the adjacent building. These connections are not currently code compliant for intended occupancy separation and creating the separation must take place during construction. There is a metal canopy covering Columbia Street access to Building G. This canopy is between two adjacent buildings and currently fenced with chain-link. Building G has a loading dock and ramp access from Kittitas Street. Access to Building I and Building G from Yakima Street is currently fenced with chain-link and there is access to what will be a future employee parking area. There is a paved surface surrounding the buildings. To the northwest of the property is the Burlington Northern Santa Fe Railroad (BNSF) tracks. To the southwest of Building G is a BNSF owned building. Existing buildings are along the Southeast and northeast of the buildings. An enlarged Site Plan has been prepared for reference and is attached to this report. (Attachment C)

As part of Forte Architect's feasibility research two property walkthroughs were performed. Forte and attendees from CDCAC reviewed the scope of the project during the first walk through, and during the second walkthrough Forte Architects visually buildings and property access for the purpose of generating a feasibility report for CDCAC.

Below ground structural conditions of the buildings are unknown, but based on quality of the intact above ground structure and lack of any visible telegraphing of below ground conditions, and the date of construction, and quality of construction Forte would not anticipate significant below ground problems during construction. A Structural engineer would be required to inspect and evaluate the buildings during the design phase to verify final allowable opening sizes that may be placed in the concrete tilt up panels.

The roof construction has not been fully inspected. Limited viewing of the roof membrane did not show any out of the ordinary wear or damage, and normal maintenance for the roof based on date of install should be anticipated.

Buildings I and G were originally constructed as cold storage fruit warehouses. The ammonia refrigeration systems have been decommissioned. The system components, pipes and equipment, are still in place. There are limited existing heating units in the buildings. There is an existing dry fire suppression system in place. Further inspection of the mechanical systems by a mechanical engineer will be required. A mechanical engineer should be a part of the design process and be well versed in the Chelan County PUD energy efficiency rebate programs.

SUITABILITY FOR THE PROPOSED PROJECT

The location of the proposed project is consistent with the intended use district and layout of the City blocks near the building. Similar warehousing, shipping, and associated manufacturing occurs in businesses adjacent to the building. There are typical shipping and truck routes onto Wenatchee Avenue with continued access onto the highway that bypass the limited truck access of Wenatchee Avenue Central Business District. The orientation and access for the offices and warehouse areas offer security, off street parking, and ease of access for each respectively. The long term plan for the on street parking on Columbia Avenue is not yet available from the City, but either continued addition parking, or future pedestrian connections at the side of the street will be serve CDCAC's goals for some limited access by visitors and walk ups, especially as the link transit hub is in direct proximity to the buildings.

The general condition of the floors, walls, roofs of the building lends itself well to the functions that CDCAC has proposed for them. There are not apparent significant impediments to the changes that will be required for the offices spaces and warehouse functionality in the two structures. There are several suitable spaces at ground level for mechanical and electrical buildouts that may be used in lieu of requiring them to be placed on the roof, which may eliminate costly roof shoring that often occurs when there is an increase to the occupancy loads and HVAC demands on warehouse spaces.

The size and shape of the each space offers an unencumbered and flexible opening for build outs of office areas and warehouse storage with a simple and straightforward connection between the two.

The tilt up concrete panel construction retrofitting typically works best with regular limited window openings which will well suit the intended regular layout of similarly sized east facing offices, and the height of the buildings will allow for second floor or mezzanine levels. Solar tubes could be easily added to bring in additional light to interior areas and west facing spaces

The north side of the building intended for entry for the offices can be opened by using some overhead steel support between tilt up panels to allow for one section to become a more typical commercial storefront entry with canopy and vestibule. Additional openings in the adjacent tilt up panels will offer potential access to more light into the initial two story entry space.

The floor is thickened for forklift use which should allow partitions to be supported without adding additional footings below. Concrete should be radar scanned and the reinforcement patterns verified for suitable partition support.

Chelan-Douglas Community Action Council
Board of Directors
2020

First	Last	Email	Organization	Position	Committee	Brd. Officer
Low Income Sector						
Alicia	Adams	alicia.adams@cvch.org	Columbia Valley Community Health	Physician	Programs	
Susan	Adams	susana@skillsource.org	SkillSource	Center Manager	Personnel	Secretary
Riva	Morgan	rmorgan@wvc.edu	Wenatchee Valley College	Dir. Workforce Education Pathways	Programs	
Vacant						
Private Sector						
David	Law	david@dadkp.com	Davis, Arneil Law Firm	Attorney	Finance	Treasurer
Mario	Reyes	mreyes95@outlook.com	Wenatchee Valley College	Workforce Education Pathways	Fundraising	
Rosa	Gonzalez	rosalg18@uw.edu	University of Washington	Data Collector	Programs/Fundraising	President
Vacant						
Public Sector						
Jim	Bailey	jmbailey@wenatcheewa.gov	City of Wenatchee	Council Member	Personnel	
Dan	Sutton	dsutton@co.douglas.wa.us	Douglas County	Commissioner	Finance/Fundraising	Vice President
Vacant						
Vacant						

**Chelan Douglas Regional
Port Authority**

Memo

To: Board of Directors

From:  Jim Kuntz

cc: None

Date: November 5, 2020

Re: Pangborn Airport Air Service Update – Jack Penning

Trent & Jack Penning attended the TakeOff Air Service Development Conference on October 26 & 27 in Denver. Attached is a report from that conference. Jack will be calling into the Board meeting to provide additional perspective.

TakeOff Air Service Development Conference Summary
Fly Wenatchee – Pangborn Memorial Airport
November 3, 2020

Representing Fly Wenatchee, Trent Moyers, Airport Director, and Jack Penning, Managing Partner of Volaire Aviation Consulting, traveled to Denver for the TakeOff Air Service Development Conference on October 26 and 27. The group met with network planners from five airlines: Alaska, United, American, SkyWest, and Boutique Air. These were the first in-person meetings for the Airport since the pandemic began, and the eventual recovery was at the center of each conversation.

All airlines are seeing recovery in leisure travel. Wenatchee fits the profile of places to which many people are traveling now. Each airline has re-shuffled its network. There will likely be opportunities for new service – but new markets are unlikely until there’s containment of the pandemic. Despite that, these meetings continue to be important to better position Wenatchee for additional service beyond the pandemic.

This document includes a meeting-by-meeting summary of the discussions and next steps. The next opportunity to meet with multiple airlines will be January 20-22 at the Volaire Air Service Forum in St. Augustine, Florida. The Airport is already registered for the conference.

Alaska Airlines

Alaska has restored most service in Washington State markets to two flights per day. Wenatchee is outperforming virtually all peers, including Yakima, Pullman, Walla Walla, and Bellingham. The realized load factor this fall has neared 50% (Alaska is blocking 21 seats on each Q400 flight – but those seat blocks are NOT taken into account when measuring load factor). Most other markets have load factors around 35%.

Alaska’s preference is to slowly add back flights until it gets back to its base schedule of four flights per day to Seattle. It is hoping to be at this level by next summer.

Alaska has little interest in adding Bay Area service at this time. Its entire Bay Area network, now centered on San Francisco (SFO), is performing very poorly – well behind the performance of its hubs in Seattle and Portland.

It would have some interest in adding Portland service once the Wenatchee – Seattle market is supporting four frequencies per day. However, it would want to use the revenue guarantee to launch this service.

United Airlines

United’s focus during the pandemic has been on its Denver hub. While capacity at hubs in San Francisco (SFO) and Los Angeles (LAX) have been pulled down by more than 80%, Denver is operating at about 75% of its pre-pandemic levels. Denver is also operating profitably. United sees Denver as its main growth hub for the foreseeable future.

As such, the discussion focused much more on potential service to Denver than on service to San Francisco. While United will eventually re-build San Francisco connectivity, that won't happen until Asian markets are re-opened. In the short term, virtually all growth will happen in Denver.

United is continuing to research Washington State markets including both Wenatchee and Pullman. It is reviewing our latest leakage data to determine the risk on Denver and the need for revenue guarantee funding.

United should have a better idea of the viability of Wenatchee service by the New Year. We will next meet with planners in January.

American Airlines

The team met with Margaret Muir at American, who heads the Phoenix hub. American has a new partnership with Alaska Airlines in the OneWorld Alliance. That comes into play as of next March. American is looking at rounding out its network in the west to ensure that it serves many of Alaska's airports from its own hubs – and Phoenix would make sense.

Phoenix, being a winter-seasonal market, would be unlikely to start until winter of 2021-22. But American is actively looking to grow its leisure network at Phoenix and Wenatchee could make sense.

SkyWest Airlines

SkyWest continues to have interest in Wenatchee, but the interest never seems to line-up with the opportunity to launch service. SkyWest is currently hamstrung by new agreements at its major partner carriers to avoid pilot layoffs. American, Delta, and United all have new pilot agreements that limit the number of planes SkyWest can fly at its own risk.

SkyWest has at least 50 available 50-seat regional jets that can be placed into service. But the new pilot scope agreements don't have room for additional shells. As the majors increase mainline service, SkyWest will be able to grow its fleet – but that could be months, or even years, away.

Wenatchee is still on the short list for both San Francisco and Denver service on the United code. The Airport needs to ensure it keeps its spot so it can secure service as soon as aircraft are available. This will require continued, frequent communication.

Boutique Air

Boutique flies 8-seat Pilatus PC12s between Portland and Pendleton, Redmond/Bend, and Eugene. It is actively seeking new markets with demand from Portland. Wenatchee would rank among the most obvious options.

Boutique has codeshares with both American and United – and can sell tickets through both of those airlines. It does not have a codeshare with Alaska. That would limit connectivity in Portland. But the service could succeed on local demand alone, with such a small aircraft. Boutique should be back in touch with us in December with next steps.

**Chelan Douglas Regional
Port Authority**

Memo

To: Board of Directors

From:  Jim Kuntz

cc: None

Date: November 5, 2020

Re: 2021 Rates & Charges - Pangborn Airport /Executive Flight

Annually, the Board should adopt Rates & Charges for the Pangborn Airport & Executive Flight properties.

Please find enclosed the rates the Board approved for 2020 and proposed 2021 rates.

As it relates to 2021 proposed rates, staff is recommending a 3% increase in hangar lease rates only. All other categories would remain unchanged. In consideration of COVID-19, a slowdown in our economy, and the large FAA Grant we received, we do not believe rates should be increased across the board. Hangar lease rates however remain reasonably priced and flying an airplane remains a discretionary activity for most airplane owners.

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY
RESOLUTION NO. 2020-19**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHELAN DOUGLAS
REGIONAL PORT AUTHORITY REGARDING PANGBORN MEMORIAL AIRPORT 2021
RATES AND CHARGES.**

Whereas, the Director of Airports recommends the proposed 2021 Rates and Charges, as presented in Exhibits "A" and "B".

Now, Therefore, Be It Resolved by the Board of Directors that the Pangborn Memorial Airport adopts the 2021 Rates and Charges attached hereto as Exhibits "A" and "B" and incorporated herein by this reference.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

DATED this 10th day of November, 2020

Rory Turner, Director

W. Alan Loeb sack, Director

JC Baldwin, Director

Mark Spurgeon, Director

Donn Etherington, Director

James D. Huffman, Director

EXHIBIT A
2021 Rates and Charges
Pangborn Memorial Airport / Executive Flight

Tee Hangars A & B	\$ 199.00	per month plus tax (16 UNITS)
Tee Hangar B-13	\$ 216.00	per month plus tax
Tee Hangar C	\$ 210.00	per month plus tax (8 UNITS)
Tee Hangar C-17 & C-24	\$ 250.00	per month plus tax
Tee Hangar D	\$ 250.00	per month plus tax (7 UNITS)
Tee Hangar H	\$ 175.00	per month plus tax (7 UNITS)
Tee Hangar H-1 & H-10	\$ 207.00	per month plus tax
Hangar 3734	\$ 433.00	per month plus tax
Hangar 3738	\$ 504.00	per month plus tax
Storerooms	\$ 65.00	per month plus tax (6 OF UNITS)
Aviation Ground Lease	\$ 0.309	per ft ² per year, plus tax
Tie-Down Lease	\$ 62.00	per month plus tax
Tie-Down Transient	Varies	See Exhibit B
Landing Fees	\$ 1.05	per 1,000 # revenue and transient flights with Maximum Gross Landing Weight over 12,500 pounds
Fuel Flowage	\$ 0.07	per gallon - Applies to all fuel delivered at Pangborn
Short Term Parking - Terminal	\$ 13.00	per 24 hours (first 4 hours free)
Long Term Parking - Terminal	\$ 10.00	per 24 hours
Long Term Parking - Economy	\$ 7.00	per 24 hours
Terminal Airline Space	\$ 26.79	per ft ² per year plus tax
Terminal Concession Space	\$ 30.91	per ft ² per year plus tax (plus 10% of gross receipts)
Terminal Café	\$ 350.00	per month plus tax
GA Terminal Office Space	\$ 7.20	per ft ² per year plus tax
GA Terminal Hangar Space	\$ 3.60	per ft ² per year plus tax
Commercial Vehicles:*	\$ 25.00	see note
Hotel Courtesy Shuttles	\$ 25.00	Application fee only
Commercial Shuttles	\$ 2.00	per passenger picked up or dropped off
Taxis/Other	\$ 1.00	per trip picked up or dropped off

Leasehold tax is 12.84%. Annual pre-payments of hangar and tie-down rents will be discounted 5%.

* One time application fee applies. Commercial Shuttles have a capacity of 7 or more passengers, Taxis/Other have a capacity of 6 or less.

The Governing Board of Directors reserves the right to adopt an Airline Incentive program that supersedes the above Rates and Charges.

EXHIBIT A
2021 Rates and Charges
Pangborn Flight Center / Executive Flight

Service	Price	Per/unit
100LL	Market	per gallon
Jet A	Market	per gallon
Prist	\$ 0.05	per gallon of fuel
Deicing Service Fee	\$ 50.00	per aircraft
Deicing Fluid	\$ 20.00	per gallon
Hangar Fee Executive Flight	\$150-\$500	per day, depending on aircraft size (see schedule)
Hangar Fee Pangborn Flight Center		see schedule
After Hours Call Out Fee	\$ 62.50	per hour (after normal business hours, minimum 1 hour)*
Oxygen Service Fee	\$100.00	per aircraft
Oxygen Service Fee	\$25.00	portable bottle
Lavatory Service Fee (empty & fill)	\$65.00	per aircraft
Lavatory Fill	\$45.00	per aircraft
Catering Fee	\$50.00	plus actual costs & call out fee if applicable
Aircraft Interior Vacuum	\$65.00	per hour
Crew Car	\$ 20.00	per 2 hours, 20 mile max.
Coffee	\$ 5.00	per pot
Ice	\$ 1.00	per bag
Pilot supplies		Market Price

plus applicable taxes

RAMP PARKING FEES

Aircraft Type	Ramp Fee (per day)	Minimum Fuel Purchase to waive Ramp Fee (gal.)	Overnight Fee (per night)
Helicopter (Avgas/Jet A)	\$ 10.00	15 (or top off)	\$ 5.00
Single Engine Piston (Avgas) - Aircraft under 4,000 lbs. MTOW	\$ 10.00	15 (or top off)	\$ 5.00
Multi-Engine Piston (Avgas) - Aircraft 4,000 lbs. or over MTOW	\$ 20.00	40 (or top off)	\$ 5.00
Single Engine Turbo Prop (Jet A) - Aircraft under 9,000 lbs. MTOW	\$ 20.00	75	\$ 10.00
Multi-Engine Turbo Prop (Jet A) - Aircraft 9,000 lbs. or over MTOW	\$ 35.00	100	\$ 15.00
Light Jet (Jet A) - Aircraft under 17,000 lbs. MTOW	\$ 35.00	100	\$ 15.00
Medium Jet (Jet A) Aircraft between 17,001 and 25,000 lbs. MTOW	\$ 60.00	300	\$ 20.00
Super Medium Jet (Jet A) - Aircraft between 25,001 and 35,000 lbs. MTOW	\$ 80.00	350	\$ 25.00
Large Jet (Jet A) - Aircraft between 35,001 and 60,000 lbs. MTOW	\$ 100.00	400	\$ 35.00
Heavy Jet (Jet A) - Aircraft over 60,000 lbs. MTOW	\$ 150.00	450	\$ 50.00

EXHIBIT B
2021 Rates and Charges
Executive Flight Hangars - Monthly Storage Fee
(including services listed below)

Single-engine piston	Multi-engine piston or Turbo Prop	Light Jet Aircraft under 17,000 lbs. MTOW	Medium Jet Aircraft between 17,001 and 35,000 lbs. MTOW	Large Jet Aircraft over 35,001 lbs. MTOW
\$350	\$600	\$1,500	\$2,200	\$3,000

Executive Flight Hangars - Per Day/Night Fee
(including services listed below)

Single-engine piston	Multi-engine piston or Turbo Prop	Light Jet Aircraft under 17,000 lbs. MTOW	Medium Jet Aircraft between 17,001 and 35,000 lbs. MTOW	Large Jet Aircraft over 35,001 lbs. MTOW
\$150	\$150	\$150	\$300	\$500

subject to space availability

Pangborn Flight Center (East side hangars)
Per Day/Night Fee

Single-engine piston	Multi-engine piston or Turbo Prop	Light Jet Aircraft under 17,000 lbs. MTOW	Medium Jet Aircraft between 17,001 and 35,000 lbs. MTOW	Large Jet Aircraft over 35,001 lbs. MTOW
\$25	\$25	N/A	N/A	N/A

subject to space availability

Across Field Towing Service

\$50 each way

Included services: Ground handling, refueling, and Ground Power Unit (GPU) usage, plus applicable taxes and fees

*After hours is currently defined as: Anytime outside the hours of 8:00 am to 6:00 pm seven days a week, excluding Thanksgiving Day and Christmas Day. The Airport reserves the right to alter these hours.

2021 Rates and Charges

Executive Flight Hangars Aircraft Liability Insurance Coverage Minimums

Single-engine piston	Multi-engine piston or Turbo Prop	Light Jet Aircraft under 17,000 lbs. MTOW	Medium Jet Aircraft between 17,001 and 35,000 lbs. MTOW	Large Jet Aircraft over 35,001 lbs. MTOW
\$1 million	\$2 million	\$20 million	\$25 million	\$25 million

combined single limit bodily injury (including pax. liability and death) and property damage liability

PANGBORN MEMORIAL AIRPORT RESOLUTION NO. 2019-008

2020 RATES AND CHARGES
PANGBORN MEMORIAL AIRPORT

A RESOLUTION OF THE PANGBORN MEMORIAL AIRPORT GOVERNING BOARD FOR THE PANGBORN MEMORIAL AIRPORT (THE "AIRPORT") PURSUANT TO THE JOINT OPERATING AGREEMENT (2003) REGARDING 2020 RATES AND CHARGES.

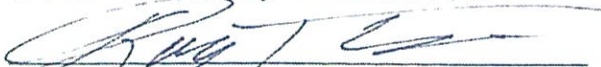
Whereas, Pacific Appraisals performed a rent study at Pangborn Memorial Airport that was completed in September 2019, and

Whereas, based on said rent study, the Airport Director recommends the 2020 Rates and Charges, as presented in Exhibits "A" and "B".

Now Therefore, Be It Resolved by the Airport Governing Board that the Airport adopts the 2020 Rates and Charges attached hereto as Exhibits "A" and "B" and incorporated herein by this reference.

PANGBORN AIRPORT GOVERNING
BOARD

DATED this 17th day of December, 2019



Rory Turner, Commissioner



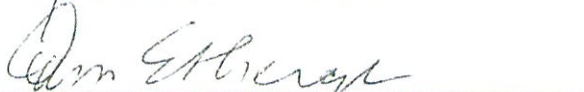
W. Alan Loebsock, Commissioner




J.C. Baldwin, Commissioner



Mark Spurgeon, Commissioner



Donn Etherington, Commissioner



James D. Huffman, Commissioner

**2020 Rates and Charges
Pangborn Memorial Airport / Executive Flight**

Tee Hangars A & B	\$ 193.00	per month plus tax (16 UNITS)
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Tee Hangar C	\$ 204.00	per month plus tax (8 UNITS)
Tee Hangar C-17 & C-24	\$ 243.00	per month plus tax
Tee Hangar D	\$ 243.00	per month plus tax (7 UNITS)
Tee Hangar H	\$ 170.00	per month plus tax (7 UNITS)
Tee Hangar H-1 & H-10	\$ 201.00	per month plus tax
Hangar 3734	\$ 420.00	per month plus tax
Hangar 3738	\$ 504.00	per month plus tax
Storerooms	\$ 63.00	per month plus tax (6 OF UNITS)
Aviation Ground Lease	\$ 0.300	per ft ² per year, plus tax
Tie-Down Lease	\$ 60.00	per month plus tax
Tie-Down Transient	Varies	See Exhibit B
Landing Fees	\$ 1.05	per 1,000 # revenue and transient flights with Maximum Gross Landing Weight over 12,500 pounds
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Short Term Parking - Terminal	\$ 13.00	per 24 hours (first 4 hours free)
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GA Terminal Office Space	\$ 7.20	per ft ² per year plus tax
GA Terminal Hangar Space	\$ 3.60	per ft ² per year plus tax
Commercial Vehicles:*	\$ 25.00	see note
Hotel Courtesy Shuttles	\$ 25.00	Application fee only
Commercial Shuttles	\$ 2.00	per passenger picked up or dropped off
Taxis/Other	\$ 1.00	per trip picked up or dropped off

Leasehold tax is 12.84%. Annual pre-payments of hangar and tie-down rents will be discounted 5%.

* One time application fee applies. Commercial Shuttles have a capacity of 7 or more passengers, Taxis/Other have a capacity of 6 or less.

The Governing Board of Directors reserves the right to adopt an Airline Incentive program that supersedes the above Rates and Charges.

**2020 Rates and Charges
Pangborn Flight Center / Executive Flight**

Service	Price	Per/unit
100LL	Market	per gallon
Jet A	Market	per gallon
Prist	\$ 0.05	per gallon of fuel
Deicing Equipment Use Fee	\$ 25.00	per use - self service
Deicing Fluid	\$ 17.00	per gallon
Hangar Fee Executive Flight	\$150-\$500	per day, depending on aircraft size (see schedule)
Hangar Fee Panborn Flight Center		see schedule
After Hours Call Out Fee	\$ 62.50	per hour (after normal business hours, minimum 1 hour)*
Oxygen Service Fee	\$100.00	per aircraft
Oxygen Service Fee	\$25.00	portable bottle
Lavatory Service Fee (empty & fill)	\$65.00	per aircraft
Lavatory Fill	\$45.00	per aircraft
Catering Fee	\$50.00	plus actual costs & call out fee if applicable
Aircraft Interior Vacuum	\$65.00	per hour
Crew Car	\$ 20.00	per 2 hours, 20 mile max.
Coffee	\$ 5.00	per pot
Ice	\$ 1.00	per bag
Pilot supplies		Market Price

plus applicalbe taxes

RAMP PARKING FEES

Aircraft Type	Ramp Fee (per day)	Minimum Fuel Purchase to waive Ramp Fee (gal.)	Overnight Fee (per night)
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Single Engine Piston (Avgas) - Aircraft under 4,000 lbs. MTOW	\$ 10.00	15 (or top off)	\$ 5.00
Multi-Engine Piston (Avgas) - Aircraft 4,000 lbs. or over MTOW	\$ 20.00	40 (or top off)	\$ 5.00
Single Engine Turbo Prop (Jet A) - Aircraft under 9,000 lbs. MTOW	\$ 20.00	75	\$ 10.00
Multi-Engine Turbo Prop (Jet A) - Aircraft 9,000 lbs. or over MTOW	\$ 35.00	100	\$ 15.00
Light Jet (Jet A) - Aircraft under 17,000 lbs. MTOW	\$ 35.00	100	\$ 15.00
Medium Jet (Jet A) Aircraft between 17,001 and 25,000 lbs. MTOW	\$ 60.00	300	\$ 20.00
Super Medium Jet (Jet A - Aircraft between 25,001 and 35,000 lbs. MTOW	\$ 80.00	350	\$ 25.00
Large Jet (Jet A) - Aircraft between 35,001 and 60,000 lbs. MTOW	\$ 100.00	400	\$ 35.00
Heavy Jet (Jet A) - Aircraft over 60,000 lbs. MTOW	\$ 150.00	450	\$ 50.00

2020 Rates and Charges
Executive Flight Hangars - Monthly Storage Fee
(including services listed below)

Single-engine piston	Multi-engine piston or Turbo Prop	Light Jet Aircraft under 17,000 lbs. MTOW	Medium Jet Aircraft between 17,001 and 35,000 lbs. MTOW	Large Jet Aircraft over 35,001 lbs. MTOW
\$350	\$600	\$1,500	\$2,200	\$3,000

Executive Flight Hangars - Per Day/Night Fee
(including services listed below)

Single-engine piston	Multi-engine piston or Turbo Prop	Light Jet Aircraft under 17,000 lbs. MTOW	Medium Jet Aircraft between 17,001 and 35,000 lbs. MTOW	Large Jet Aircraft over 35,001 lbs. MTOW
\$150	\$150	\$150	\$300	\$500

subject to space availability

Pangborn Flight Center (East side hangars)
Per Day/Night Fee

Single-engine piston	Multi-engine piston or Turbo Prop	Light Jet Aircraft under 17,000 lbs. MTOW	Medium Jet Aircraft between 17,001 and 35,000 lbs. MTOW	Large Jet Aircraft over 35,001 lbs. MTOW
\$25	\$25	N/A	N/A	N/A

subject to space availability

Across Field Towing Service

\$50 each way

Included services: Ground handling, refueling, and Ground Power Unit (GPU) usage, plus applicable taxes and fees

*After hours is currently defined as: Anytime outside the hours of 8:00 am to 6:00 pm seven days a week, excluding Thanksgiving Day and Christmas Day. The Airport reserves the right to alter these hours.

**Chelan Douglas Regional
Port Authority**

Memo

To: Board of Directors

From:  Jim Kuntz

cc: None

Date: November 5, 2020

Re: North Central Educational Service District – New Lease
Agreement 3306 Building

The North Central Educational Service District has agreed to lease additional space within the 3306 Building at the Pangborn Airport Business Park. We have drafted a new master lease to incorporate all of their lease areas. They will now lease 8,193 square feet within the 15,000 square foot multi-tenant building.

Rent starts at \$0.81 per square foot per month with 3% increases each year. The monthly rental rate is \$6,819.39. This monthly rent exceeds my authority to sign the lease. Seeking Board authorization to enter into lease.

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY
LEASE AGREEMENT
NORTH CENTRAL EDUCATIONAL SERVICE DISTRICT #171**

THIS LEASE AGREEMENT ("Lease") made and entered into effective as of ___ day of _____, 2020, by and between the CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a municipal corporation ("Landlord"), and THE NORTH CENTRAL EDUCATIONAL SERVICE DISTRICT #171, a municipal corporation, ("Tenant") sometimes referred to as the "Parties".

RECITALS

- A. Landlord owns a 15,000 square foot multi-tenant building in the Pangborn Airport Business Park, commonly known as the "3306 Building" on real property legally described on attached Exhibit A (the "Property"). The building has been assigned a street address of 3306 5th Street SE, East Wenatchee, Washington 98801.
- B. Tenant desires to lease 8,193 square feet within the 3306 Building as depicted on attached Exhibit B (hereafter, the "Premises").
- C. The Premises include the following amenities shared in common with other tenants of the Pangborn Airport Business Park (the "Business Park"): parking, landscaping, pylon or monument sign, and certain utilities and services, as more fully described herein.
- D. The Parties now wish to set forth the terms pursuant to which Tenant will lease the Premises from Landlord, on the terms and conditions stated herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated into the Agreement by reference, and for other good and valuable consideration, the Parties agree as follows:

- 1. **Recitals and Exhibits.** The above-referenced recitals and all exhibits attached hereto are incorporated herein by this reference as binding commitments of the Parties.
- 2. **Premises.** Landlord hereby leases to Tenant, and Tenant leases from Landlord, upon the terms and conditions included in this Lease, the Premises. The Landlord covenants with Tenant that the title to the Property is clear of any claims by third parties that would interfere with the Tenant's use and possession of the Premises.
- 3. **Term of Lease.** This Lease represents a binding commitment to lease the Premises. The initial lease term shall be for three (3) years, beginning January 1, 2021 and ending on December 31, 2021.
 - 3.1 **Option to Extend.** The Tenant shall have the option to extend this Lease for two (2) additional one (1) year terms (each an "Extension Term"). To exercise the option to extend this

Lease, Tenant must provide Landlord written notice at least 90 days, but not more than 180 days prior to the expiration of the initial term, or any Extension Term (the "Extension Notice"). Failure to timely provide the Extension Notice may, at the option of the Landlord, result in the termination of the Lease at the end of the then current term. Landlord shall not be obligated to accept Tenant's exercise of its option under the Extension Notice, if at either the time the Extension Notice is given or at the end of the then-expiring term, (i) an event of default exists under this Lease, or (ii) an event has occurred or failed to occur or a condition exists, which with or without notice or the passage of time, or both, would constitute an event of default under this Lease.

The terms of the Lease will remain in effect during any Extension Term, except that the Rent will be as determined under Section 4.3, below.

4. Rent. During the initial term, Tenant shall pay to Landlord in advance on the 1st day of each month rent in the following amount in U.S. Dollars (the "Rent"):

A. During the first year, Tenant shall pay base rent of \$0.81 per square foot per month. Landlord Improvements are further described in Section 6 of this Lease.

B. Thereafter, the base rent shall increase three (3) percent per year over the prior year's rent. As an example, on October 1, 2021, the base rent shall be \$0.83 per square foot per month.

4.1 Late Charge and Costs. If any lease payment is not received within ten (10) days after the date it is due, Tenant agrees to pay a late charge of ten percent (12%) of the amount of the monthly rental for each month the lease payment remains unpaid. The late charge is due immediately and is in addition to all of Landlord's rights in this Lease. If Landlord elects to provide written notice of delinquency or other violation of the Lease, Tenant agrees to pay Landlord's cost and attorneys' fees reasonably incurred in providing such notice in addition to the late charge and all other payments and obligations called for herein.

4.2 Pro Rata Rent. In the event the lease term commences on a date other than the first day of the month, Tenant shall pay a pro-rated monthly installment, in advance, on the first day of the lease term at the then current rate, based on the number of days of actual occupancy left in the month. If the lease term terminates on a date other than the last day of the month, Tenant shall be reimbursed a pro-rated amount at the then current rate, based on the number of days left in the month following the effective date of termination; provided that the reimbursement shall only be due if the Tenant is not in default under the terms and conditions of this Lease. Except as set forth in the preceding sentence, the reimbursement, if any, shall be due within thirty (30) days following termination of the Lease.

4.3 Extension Term Rent. On the first day of the Extension Term, the monthly rent shall increase by three percent (3%) over the base rent paid during the preceding year. On the same date each year thereafter during the Extension Term(s), the monthly rent shall increase 3% per year over the prior year's rent.

5. **Net Lease.** The parties intend that this Lease be net to the Landlord. Except as otherwise specifically set forth herein this Lease, Tenant shall be solely responsible to pay a pro-rata portion of all costs and expenses, whether of installation, maintenance, replacement, repair or otherwise associated with the Premises. Tenant's obligations include, but are not limited to the costs and expenses associated with upkeep, standby water, fire protection costs, utilities (including storm water utilities and assessments), taxes, assessments, janitorial and insurance expenses. The term "utilities" as used herein shall include gas, heating oil, water, waste disposal, telephone, cable, fiber, and electrical services. Should Landlord incur any expense of the nature described herein, Tenant shall immediately reimburse Landlord for such expense upon Landlord's written demand therefor (see Section 9.3)

5.1 **Security Deposit.** Upon execution of this Lease, the Tenant shall deposit and maintain with Landlord a security deposit in the amount of one month's rent (\$6,819.39) in the form of cash or other deposit acceptable to Landlord. The security deposit shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of the Lease, and not as a prepayment of rent. The security deposit shall be placed in an account of Landlord's choice and the interest, if any, that accrues on said account, shall belong to the Landlord.

5.1.1 If Tenant breaches any of the terms of this Lease, including the obligation to pay Rent, Landlord may, at Landlord's option, make demand upon such security and immediately apply the proceeds thereof toward the damages or expenses incurred by Landlord pursuant to this Lease, without notice to Tenant. Within sixty (60) days of the end of the Tenant's term (or any extension thereof, if applicable) the Landlord shall return the Security Deposit to the Tenant, less any offset, for the Tenant's failure to fully and faithfully perform Tenant's obligations under the Lease.

6. **Landlord Improvements.** The Parties have identified certain general-purpose improvements to be completed by Landlord, including removal of all interior walls and ceiling from within Area 3 and installation of a sectional, overhead door equivalent to the existing section, overhead doors in Areas 1 and 2. The Landlord shall pay for these identified improvements.

7. **Tenant Improvements.** Tenant shall not make any tenant improvements to the Premises without the prior written consent of the Landlord. Landlord shall not unreasonably withhold Landlord's consent to any improvements, provided, however that Landlord is not obligated to approve any changes, which, in the opinion of the Landlord's consultants, might jeopardize the structural integrity of the Premises, increase the costs of re-letting the Premises, increase the responsibilities of the Landlord relative to maintenance and repair, or make the Premises less functional to the next occupant.

7.1 Design plans must be submitted to Landlord, in advance, for review and approval for each alteration or improvement requested by Tenant. Approval for structural changes must be approved in advance by Landlord's engineer. Tenant shall bear Landlord's reasonable costs of investigation for requested changes, including engineer's and other expert's fees.

7.2 All such approved changes, shall be at the Tenant's sole cost and expense; and Tenant shall use a licensed and bonded contractor or contractors for such alterations. Tenant agrees that any alterations or improvements made shall not abate the rent. In the performance of such work, Tenant agrees to comply with all laws and ordinances and to hold Landlord harmless from any damage, loss or expense caused by work performed by Tenant.

7.3 Any alterations of the Premises shall become at once a part of the realty and belong to the Landlord, except trade fixtures supplied and paid for by the Tenant, subject to the Tenant's duty to remove as set out in this Lease.

7.4 At Landlord's request, within twenty (20) days prior to the Lease's termination, Tenant shall restore the Premises to the condition that existed at the commencement of the Lease, except for normal wear and tear and approved alterations and improvements. If Landlord does not so request, then Tenant shall leave the improvements on the Premises at the end of the term.

7.5 Tenant shall keep the Premises free from any liens and shall indemnify and hold Landlord harmless and defend it from any liens or encumbrances, damage, loss or expense arising out of any work performed or materials furnished by or at the direction of Tenant, or otherwise, to the Premises.

8. Utilities.

8.1 Tenant shall make all arrangements and be solely responsible for the following utilities: gas, telephone, cable and fiber. Certain utilities and services are common to all occupants of the building on the Property, and are addressed in Section 9.3, below.

8.2 Landlord does not warrant that any utility services or systems will be free from interruption. The Landlord shall not be liable to Tenant for any loss or damage caused by or resulting from any variation, interruption, or failure of heat, cooling, ventilation, or electricity or any other utility services or systems due to any cause, other than Landlord's negligent or willful acts. No temporary interruption or failure of utility services due to the making of repairs, alterations, or improvements, or due to accident, strike or conditions or events beyond Landlord's control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations under this Lease.

9. Repair and Maintenance.

9.1 By Tenant. Tenant shall, at its own cost and expense during the term of this Lease, keep and maintain the Premises including any and all equipment and building improvements situated therein and thereon, and any and all sidewalks and ways adjacent thereto, in a good condition and state of repair, at least comparable to that which existed immediately prior to the commencement of the Lease, except for ordinary wear and tear. Tenant shall make or cause to be made, as and when the same become necessary, all nonstructural, exterior and interior, replacements, repairs and restorations necessary to the Premises, including cracked or broken glass, paint, carpet, plumbing, electrical and mechanical (except the HVAC system, which shall be maintained and repaired by Landlord as a common expense, see Section 9.3). All replacements,

repairs and restorations required of Tenant shall be done in a good and workmanlike manner and of a quality at least equal to the original work and shall be by licensed and bonded contractors, and in compliance with all standards and requirements of law, licenses and municipal ordinances. Except as stated in Section 9.2, Landlord shall have no obligation to do any repairs or maintenance on the Premises.

9.2 By Landlord. Landlord shall maintain and repair the exterior structure of the Premises, the roof, roof membrane, foundation and load bearing and exterior walls. Notwithstanding anything to the contrary in this paragraph, any maintenance or repair to the Premises necessitated by the negligence or wrongful act of the Tenant, its agents, employees, officers, guests, invitees, or representatives, shall be the responsibility of the Tenant.

9.3 Common Areas, Utilities, and Services. During the Term of this Lease, Tenant shall pay Landlord, as additional rent, a pro-rata portion of the cost of utilities (electricity, water and sewer), fire alarm monitoring, fire protection costs (inspections and fire district assessments), fire and "all risk" insurance. The sums owed pursuant to this Section 9.3 are in addition to Rent, as adjusted above. Landlord reserves the right to increase the percentage allocation to the Tenant in the event it is reasonably determined by Landlord that the costs of providing any of the matters described above exceeds the initial pro-rata allocation. The Landlord shall provide an invoice for the additional rent, which shall be due and payable within ten (10) days.

10. Use. Tenant shall use the Premises for the purpose of assembling, storing and warehousing educational projects. The Tenant shall not use or permit the use of the Premises for any unlawful or immoral activity, nor suffer nor permit on the Premises any nuisance or offensive object, matter or activity.

10.1 Signs. Tenant may request placement of an exterior sign on the Premises subject to any applicable laws, code or ordinances and subject further to the Landlord's Pangborn Airport Business Park Covenants. Landlord shall review the request and approve, deny, or condition the approval of the exterior sign, which decision is committed to the sole discretion of the Landlord. Tenant shall be solely responsible for maintaining its signs in good condition and repair and restoring any damage caused by the removal of such signs at the end of this Lease. Landlord further may decline approval of the placement of an exterior sign on the Premises if a pylon or monument type common signage is provided for use by the Tenant and other occupants of the Business Park. In the event a pylon or monument is made available by the Landlord and Tenant desires a sign placed thereon, then the Tenant shall have the sign prepared, consistent with Landlord's instructions, and the Landlord shall install Tenant's sign on the pylon or monument and invoice the Tenant for the actual costs incurred associated with said installation. Tenant shall also be responsible for the actual costs incurred by Landlord if the sign needs to be replaced or removed. Any invoice submitted by Landlord to Tenant pursuant to this Section shall be due and payable as set forth in Section 9.3, above.

10.2 Covenants. The Premises are located on real property benefited by the Pangborn Airport Business Park Covenants (the "Covenants"). The Tenant shall have no right to enforce these Covenants. If Tenant believes that a violation of the Covenants has occurred, Tenant may request

the Landlord to commence an enforcement action, but the Landlord is under no obligation to do so. The decision to enforce the Covenants is committed to the sole discretion of the Landlord.

11. Tenant Covenants. Tenant shall, at Tenant's sole cost and expense:

11.1 Refrain from any use which would be reasonably offensive to the Landlord, other tenants, owners or users of adjoining premises, or which would tend to create a nuisance or interfere with the use of the Business Park.

11.2 Keep and maintain the Premises, improvements or other materials placed on the Premises in a safe, clean and orderly manner.

11.3 Comply with all laws, orders and regulations of Federal, State and municipal authorities, including any rules and regulations adopted by the Landlord, and any future amendments thereto.

11.4 Comply with all health, safety and security codes applicable to the use of the Premises and shall comply with any direction of any public officer, pursuant to law, which shall impose any duty upon the Landlord or the Tenant with respect to the Premises.

11.5 Obtain all licenses or permits which may be required for the conduct of Tenant's business within the terms of this Lease, or for the making of repairs, alterations, improvements, or additions, and the Landlord, at Tenant's expense and when reasonably necessary, will join the Tenant in applying for all such permits or licenses.

12. Tenant's Acceptance: AS-IS NO WARRANTY. Except as to the specific representations of Landlord regarding the improvement of the Premises, Tenant accepts the Premises in AS-IS condition without representation or warranty, of any kind or nature, based solely on Tenant's own inspection, occupancy and investigation of the Premises. Tenant releases Landlord from any responsibility for any representation that may have been made to the Tenant about the Premises that is not specifically set out in this Lease Agreement. In no event shall the Landlord be liable for any defect in such property or the Premises, any service thereto, or the Premises' lack of fitness for Tenant's use.

13. Right of Entry. The Landlord and its representatives may enter the Premises, at a mutually agreeable time upon providing reasonable notice to Tenant, for the purpose of inspecting the Premises, performing any work which the Landlord elects or is required to undertake or which is made necessary by reason of the Tenant's default under the terms of this Lease, exhibiting the Premises for sale, lease or mortgage financing, or posting notices of non-responsibility under any mechanic's lien law. In the event the parties cannot agree, the Landlord may enter the Premises upon providing reasonable notice to Tenant. In case of emergency or fire, Landlord may enter the Premise at any time without notice or Tenant.

14. Default and Re-Entry.

14.1 If Tenant defaults in any payment due under the terms of this Lease (including rent), and such default is not cured within ten (10) calendar days after written notice from Landlord, or within thirty (30) calendar days after written notice from Landlord if the default is other than the payment of money, Landlord may terminate this Lease and re-enter the Leased Premises; or Landlord may, without terminating this Lease, re-enter said Leased Premises, and relet the whole or any part of the Leased Premises upon as favorable terms and conditions as the market will allow for the balance of the Lease term.

14.2 Notwithstanding any re-entry, the liability of the Tenant for the full amounts payable by the Tenant under this Lease shall not be extinguished for the balance of the Lease or renewal term. Tenant shall make good to Landlord any deficiency arising from a reletting of the Leased Premises at a lesser rental or on different economic terms plus the reasonable costs and expenses of re-letting the Leased Premises including, but not limited, to commissions, advertising, attorney's fees, and the costs of renovating or altering the Leased Premises.

14.3 At Landlord's sole option, the deficiency between the amount to be received by the relet and the amount to be received if Tenant had fulfilled the Lease may be reduced to present cash value based on a six percent (6%) yield, and be declared due and owing, at any time after is the Leased Premises are relet. Tenant shall pay such amount upon demand. If Landlord elects this remedy, Landlord shall have no other remedy against Tenant for Rent. Alternatively, Tenant shall pay any deficiency caused by Tenant's default each month. The ability of Landlord to re-enter and relet shall not impose upon Landlord the obligation to do so.

14.4 The above remedies shall be in addition to and shall not preclude any other remedy available to Landlord under applicable law, including, but not limited to, all equitable remedies.

14.5 Each of the following events is a default by Tenant and a breach of this Lease:

14.6 Any failure by Tenant to make any payment required to be made by Tenant on or before the time the payment is due beyond any applicable cure period.

14.7 The abandonment or vacation of the Leased Premises by the Tenant.

14.8 A failure by Tenant to observe and perform any provision of this Lease or any other lease or agreement between Tenant or any subsidiaries of Tenant and Landlord which is to be observed or performed by the Tenant or any subsidiary of Tenant beyond any applicable cure period.

14.9 The appointment of a receiver to take possession of all or substantially all the assets of the Tenant.

14.10 A general assignment by Tenant for the benefit of creditors.

14.11 Any action taken or suffered by Tenant under any insolvency or bankruptcy act. If Tenant becomes insolvent, bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the Tenant's business, Landlord may cancel this Lease, subject to Section 365 of Bankruptcy Code, 11 U.S.C. 365.

15. Landlord's Cure of Tenant's Default. If the Tenant shall be in default hereunder, the Landlord may cure such default on behalf of the Tenant, in which event the Tenant shall reimburse the Landlord for all sums paid to effect such cure, together with interest at the rate of twelve percent (12%) per annum and reasonable attorney's fees. In order to collect such reimbursement, the Landlord shall have all the remedies available under this Lease for a default in the payment of rent.

16. Vacating Upon Termination. Tenant covenants and agrees that upon the expiration of the Lease or renewal term, or upon the termination of the Lease, Tenant shall at once peacefully surrender and deliver the whole of the above-described Premises together with all improvements, except trade fixtures, thereon to the Landlord or Landlord's agents or assigns, unless Tenant shall have expressly acquired from Landlord the right to remain through another written extension of this Lease.

17. Damage or Destruction. All damage or injury done to the Premises by Tenant, or by Tenant's employees, agents, invitees, or licensees shall be paid for by Tenant.

17.1 Option to Repair. If the Premises are partially destroyed or damaged by fire or any other casualty to the extent that all or a part of the Premises is rendered untenable, or if the cost of repairing the damage to the Premises exceeds \$50,000, either Landlord or Tenant may terminate this Lease by notice in writing to the other within sixty (60) days after the destruction or damage. Notwithstanding the foregoing, Landlord may, in Landlord's sole discretion, agree in writing within thirty (30) days after the destruction to pay the uninsured portion of the cost of repair, in which case the Lease shall not terminate. The notice shall be effective thirty (30) days after receipt. This provision shall not affect the Tenant's duty to repair set forth in this Section 17.

18. Hold Harmless and Indemnity.

18.1 The Tenant shall indemnify, defend and hold the Landlord harmless from and against any and all claims, demands, cause of actions, suit or judgments, including attorney's fees, costs and expenses incurred in connection therewith and in enforcing the indemnity, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the negligent or wrongful acts of Tenant, its agents, employees, officers, guests, representatives and invitees, or the condition of the Premises (except for matters for which the Landlord is responsible), or the use and occupancy of the Premises by Tenant; or by Tenant's non-observance or non-performance of any law, ordinance or regulation applicable to the Premises; or incurred in obtaining possession of the Premises after a default by the Tenant, or after the Tenant's default in surrendering possession upon expiration or earlier termination of the term of the Lease, or enforcement of any covenants in this Lease; provided, however that this clause shall not apply in the event the loss or damage arises from the sole negligence of the Landlord. This includes, without limitation, any liability for injury to the

person or property of Tenant, its agents, officers, employees, or invitees. **The Tenant specifically waives any immunity provided by Washington's Industrial Insurance Act. This indemnification covers claims by Tenant's own employees.**

18.2 In the event of any claims made to, or suits filed against Landlord, for which the above indemnity applies, Landlord shall give Tenant prompt written notice thereof and may demand that the Tenant defend or settle the same.

18.3 Tenant, as a material part of the consideration to be tendered to Landlord, waives all claims against Landlord for (a) damages to goods, wares, and merchandise, in upon or about the Premises arising from any cause or condition, and (b) loss of business, expectancy or consequential damages arising from any reason, cause, or condition.

19. Insurance.

19.1 Tenant's Property. Tenant is responsible for insuring all property, personal property, inventory made or owned by Tenant.

19.2 Minimum Scope and Limit of Insurance. Tenant shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the Premises and common areas. The cost of such insurance shall be borne by the Tenant, and coverage shall be at least as broad as:

19.3 Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

19.4 Property Insurance. Property insurance against all risks of loss to any improvements or betterments to the full replacement cost with no coinsurance penalty provision.

If the Tenant maintains broader coverage and/or higher limits than the minimums shown above, the Landlord requires and shall be entitled to broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Landlord.

19.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

19.5.1 Additional Insured Status. The Landlord, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant, including materials, parts, or equipment furnished in connection with such work or operations. General liability

coverage can be provided in the form of an endorsement to the Tenant's insurance (at least as broad as ISO Form CG 20 10.)

19.5.2 Primary Coverage. For any claims related to this Lease, the Tenant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Landlord, its officers, officials, employees, or volunteers shall be excess of the Tenant's insurance and shall not contribute with it.

19.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Landlord.

19.5.4 Waiver of Subrogation. Tenant hereby grants to Landlord a waiver of any right to subrogation which any insurer of said Tenant may acquire against the Landlord by virtue of the payment of any loss under such insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer.

19.5.5 Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Landlord.

19.5.6 Verification of Coverage. Tenant shall furnish the Landlord with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declaration and Endorsement Page of the CGL policy listing all policy endorsements to Landlord. However, failure to obtain the required documents prior to the work beginning shall not waive the Tenant's obligation to provide them. Landlord reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Landlord maintains an "all risk" or equivalent policy of property insurance for the Property. The Tenant shall reimburse Landlord for the cost of such insurance consistent with Section 9.3.

The Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure such insurance on Tenants behalf and charge Tenant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand.

19.5.7 Special Risks or Circumstances. Landlord reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, the passage of time, or other special circumstances.

20. Presence and Use of Hazardous Substances. Tenant shall refrain from causing or permitting any Hazardous Substance (as hereinafter defined) to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees. "Hazardous

Substance” means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes designated by the United States Environmental Protection Agency as Hazardous Substances (40 CFR Part 302) and amendments thereto, petroleum products, or other such substances, materials and wastes that are or become regulated under any applicable local, state, or federal law, regulation, statute or ordinance.

20.1 Tenant’s Obligations. With respect to any Hazardous Substance brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors, or invitees, Tenant shall:

20.1.1 Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

20.1.2 Within ten (10) days of Landlord’s request, submit written reports to Landlord regarding Tenant’s use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence reasonably satisfactory to Landlord of Tenant’s compliance with the applicable governmental regulation;

20.1.3 Allow Landlord or Landlord’s agents or representatives to come on the Premises at all reasonable times, after reasonable notice, to check Tenant’s compliance with all applicable governmental regulations regarding Hazardous Substances;

20.1.4 Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, these levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease);

20.1.5 Comply in all material respects with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances; and

20.1.6 Landlord shall have the right, at reasonable times and upon reasonable notice to Tenant, to inspect the Premises to monitor Tenant’s compliance with this section. Landlord shall pay and be responsible for the costs of its own inspection. Notwithstanding the foregoing, if an inspection reveals the use or presence of Hazardous Substances requiring clean-up or other action that Tenant has not previously notified Landlord of, then Tenant shall pay, as part of the clean-up cost incorporated in Section 20.2 below, Landlord’s actual costs, including reasonable attorney’s fees and costs, incurred in making or providing for such inspection and any follow-up inspections.

20.2 Indemnification for Hazardous Substances; Landlord’s Rights and Remedies.

20.2.1 Tenant shall be fully and completely liable to Landlord for any and all clean-up costs and any and all charges, fees, penalties (civil and criminal) imposed by any governmental

authority with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Premises.

20.2.2 In addition to the indemnification set forth in Section 18, Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the lease term as a result of contamination by Hazardous Substance as a result of Tenant's use or activities, or of Tenant's agents or contractors. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Substance present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Substance on the Premises caused or permitted by Tenant or its agents or contractors results in any contamination of the Premises, Tenant shall promptly take all actions, at its sole expense, as necessary to return the Premises to the condition existing prior to the release of any such Hazardous Substance to the Premises; provided that Landlord's approval of such action shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effects on the Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

20.3 Default Regarding Hazardous Substances. Upon Tenant's material default under this Section 20.3, in addition to the rights and remedies set forth elsewhere in this Lease, Landlord shall be entitled to the following rights and remedies:

20.3.1 At Landlord's option, to terminate this Lease immediately; and

20.3.2 Recover any and all damage associated with the default, including, but not limited to clean-up costs and charges, civil and criminal penalties and fees, and any and all damages and claims asserted by third parties together with reasonable attorneys' fees and costs.

21. Condemnation. If the Premises are taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date of possession by said public authority, subject to the terms of this Section 21.

21.1 Partial Taking. A condemnation or taking by public authority shall not be grounds for terminating this Lease unless twenty-five percent (25%) or more of the Premises is taken. In the event of a partial taking which does not result in the termination of this Lease, rent shall be proportionately abated based on the amount of Premises made unusable.

21.2 Award. No award for any partial or entire taking shall be apportioned. However, the Tenant will not be required to give or assign the Landlord any interest in any award made to the

Tenant for the taking of personal property and fixtures belonging to the Tenant or for the interruption or damage to Tenant's business or for relocation.

22. Management of Lease and Premises. The Port of Douglas County ("Port") is the owner of the 3306 Building and the Premises, as defined in this Lease. Notwithstanding the Port's ownership of the Premises, the Port has delegated to the Chelan Douglas Regional Port Authority ("CDRPA", also referred to herein as the Landlord) the authority to negotiate and sign leases, and to otherwise manage and operate the 3306 Building on behalf of the Port. So long as the delegation to the CDRPA remains in effect, the CDRPA shall be the "Landlord" for purposes of this Lease Agreement. If the delegation to the CDRPA terminates, then the Port shall automatically become the Landlord for purposes of this Lease without the approval or consent of the Tenant. Nevertheless, Tenant shall name the Port and CDRPA, their officers, officials, employees, and volunteers as additional insureds as required by Section 19 of the Lease Agreement, and to indemnify the Port to the same extent as the Landlord as set forth in Section 18 of the Lease Agreement. So long as the delegation to the CDRPA remains in effect, the Tenant shall look to the CDRPA for the performance of all obligations under this Lease, as it may be amended, and agrees that the Port shall have no liability arising from the CDRPA's actions or inactions under the Lease; provided, however, that nothing in this Lease shall relieve the Port of its obligations. The CDRPA represents and warrants that it has full authority to execute this Lease and to act on behalf of the Port with respect to the Lease.

23. No Right to Assign or Encumber. The Tenant shall not assign, sublet, or encumber the Premises or any part thereof, without the Landlord's prior written consent, which shall not be unreasonably withheld.

24. Holdover. If Tenant, with the implied or expressed consent of Landlord, shall holdover after the expiration of the term of this Lease, Tenant shall remain bound by all the terms and conditions of this Lease, except that the monthly rent shall be increased by twenty-five percent (25%) over the amount due the last month of the Lease, unless otherwise agreed by the Parties in writing.

25. Brokerage Commission. Each party represents that they have incurred no finder's fee, broker's fees or commissions of similar obligation to any person in connection with the transaction which is the subject of this Agreement, and agree to indemnify the other and the other's agents, representatives, and advisors and hold them harmless from any claims for any such fees or commissions and all costs and expenses for defending any alleged claim therefore (including costs and attorney's fees on appeal, if any) arising out of the acts of the indemnifying party or its agents or employees.

26. Successors and Assigns. The covenants and conditions herein contained, including the provision as to assignments, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

27. Attorney's Fees. In the event it is necessary for either party to retain the services of an attorney to enforce the provisions of this contract, to pursue an unlawful detainer action, or in

the event of litigation regarding the terms of this contract, the substantially prevailing party shall be entitled to recover from the other its costs and reasonable attorney's fees in addition to other relief.

28. TIME. TIME IS OF THE ESSENCE IN THIS LEASE.

29. Non-Waiver of Covenants. The Landlord's failure to insist upon the strict performance of any provision of this Lease shall not be construed as depriving the Landlord the right to insist on strict performance of such provision in the future. The subsequent acceptance of rent, whether full or partial payment, by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant, or condition of this Lease, other than the failure of the Tenant to pay the particular part of the rent accepted, regardless of the Landlord's knowledge of the proceeding breach at the time of the acceptance of that part of the rent.

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

31. Incorporation. This agreement represents the entire agreement of the parties. Unless set forth herein in writing, neither party shall be bound by any statements or representations made and each agrees that there are no such statements or representations being relied upon in making this Lease.

32. Governing Law. This Lease shall be governed by the law of the State of Washington and venue for any action arising from this Lease shall be Douglas County, Washington.

33. Amendment. No alteration, changes or amendments to this Lease will be binding upon either party unless in a writing signed by both Parties.

34. Notices. Any notices to be given hereunder shall be in writing and effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set forth next to the party's signature. Notices mailed shall be deemed given on the date of mailing. If any notice to Tenant is returned as undelivered/unclaimed, then ANY NOTICE HEREIN MAY BE PROVIDED BY LANDLORD AND SHALL BE DEEMED SERVED ON TENANT UPON POSTING THE NOTICE ON THE PREMISES.

Notices shall be given to the following addresses, or such other addresses as the Parties may designate in writing to the other, in conformity with the terms of this Section 34:

Landlord:
Chelan Douglas Regional Port Authority
Attn: Executive Director
1 Campbell Parkway, Suite A
East Wenatchee, WA 98802

Tenant:
North Central Educational Services District
Attn: Director of Administrative Services
430 Olds Station Road
Wenatchee, WA 98801

In witness whereof, the Parties have executed this Lease to be effective the date first written above.

LANDLORD:

TENANT:

CHELAN DOUGLAS REGIONAL PORT AUTH.

N.C. Educational Services District

By: _____
James M. Kuntz, CEO

By: _____
Pete Phillips, Dir. Admin Services

STATE OF WASHINGTON)
)ss.
County of _____)

I certify that I know or have satisfactory evidence that James M. Kuntz is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chief Executive Officer of CHELAN DOUGLAS REGIONAL PORT AUTHORITY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2020.

_____(Printed name)
NOTARY PUBLIC, State of Washington
My appointment expires _____

STATE OF _____)
)ss.
County of _____)

I certify that I know or have satisfactory evidence that Pete Phillips the person who appeared before me, and said person acknowledged that he signed this instrument on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Administrative Services of North Central Educational Services District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

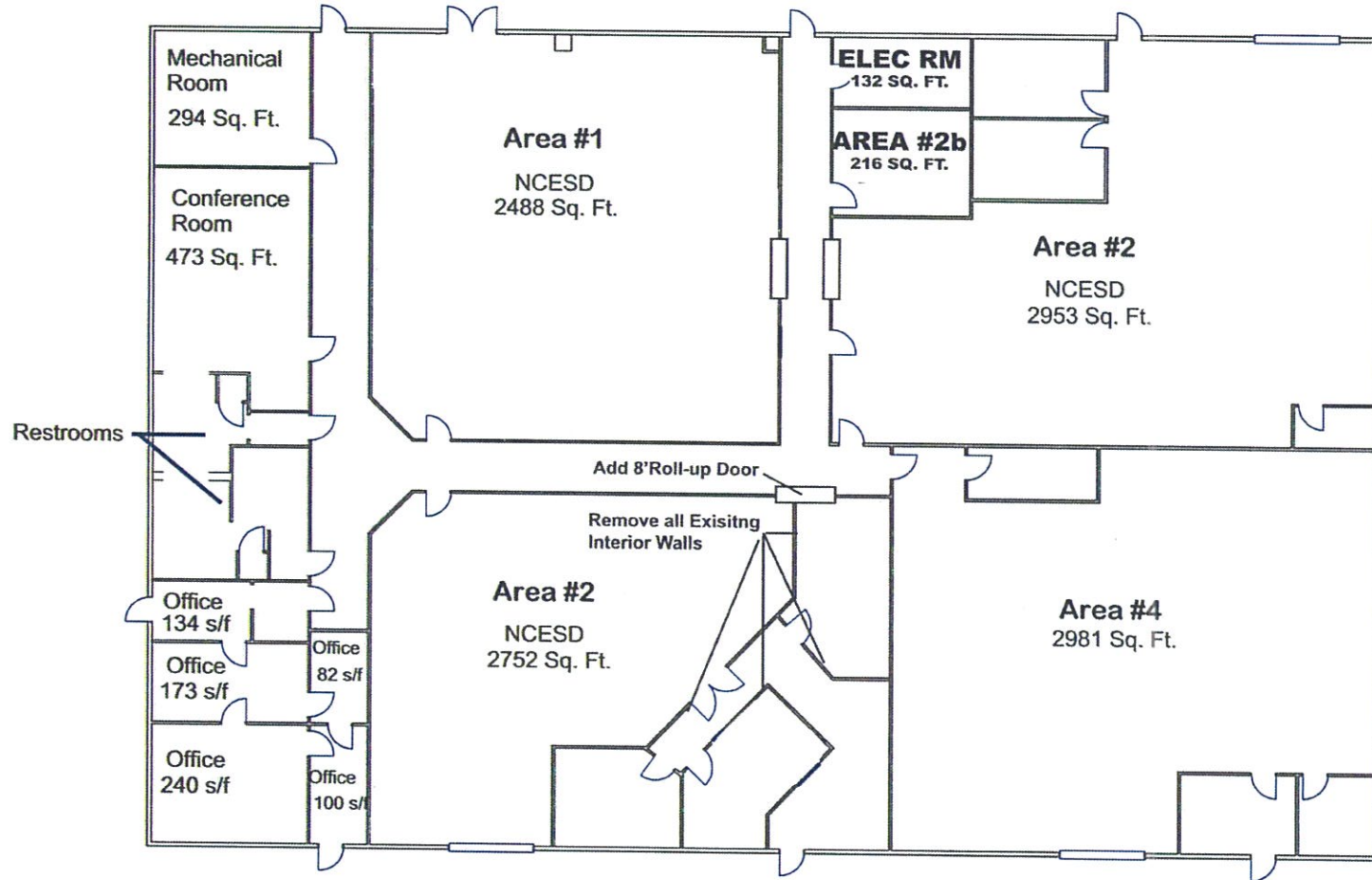
Dated: _____, 2020.

_____(Printed name)
NOTARY PUBLIC, State of Washington
My appointment expires _____

EXHIBIT A
Legal Description of Property

Lot 1, Pangborn Business Park, BSP #12-01 recorded February 25, 2014, under Douglas County Auditor's File No. 3176418

Exhibit B
Depiction of Leased Premises



CDRPA to remove walls between area 3 and area 3b repair drywall, raise the lighting and install an 8' roll up door to match the existing interior roll up doors.

**Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT**

	2020 Supplemental Budget	2021 Preliminary Budget
OPERATING REVENUES		
BUSINESS PARKS		
<u>CASHMERE MILL DISTRICT</u>		
Building A - Blue Spirits	\$ 105,156	\$ 166,286
Building B - Hurst International & Huney Jun	64,340	115,066
Utility & Operating Reimbursements	42,400	50,740
Misc. Income	-	-
TOTAL CASHMERE MILL DISTRICT	\$ 211,896	\$ 332,092
<u>CONFLUENCE TECHNOLOGY CENTER</u>		
Office Space Leases	\$ 1,225,638	\$ 579,422
CTC South Office Space Leases	-	1,000
Video Conference/Meeting Room Rentals	45,000	67,500
Utility & Operating Reimbursements	280,120	71,100
Misc. Income	-	-
TOTAL CONFLUENCE TECHNOLOGY CENTER	\$ 1,550,758	\$ 719,022
<u>COLUMBIA STREET PROPERTIES</u>		
Misc. Rents	\$ 43,744	\$ -
Utility & Operating Reimbursements	10,000	5,000
S.P.O.R.T. Property Sale	2,000,000	2,000,000
Columbia Street South Property Sale	-	1,200,000
TOTAL COLUMBIA STREET PROPERTIES	\$ 2,053,744	\$ 3,205,000
<u>MALAGA INDUSTRIAL SITE</u>		
Farm Rental	\$ -	\$ 3,500
TOTAL MALAGA INDUSTRIAL SITE	\$ -	\$ 3,500
<u>OLDS STATION BUSINESS PARK</u>		
IB 2 - HOM Solutions	\$ 40,704	\$ -
IB 3 - Confluence Health & POCC Office	73,996	65,575
IB 4 - Pregis Corporation	198,540	204,495
IB 5 - Chelan County PUD	296,876	296,400
IB 6 - ABC Early Learning	13,308	13,450
IB 7 & 8 - Pacific Aerospace & Electronics	698,772	705,750
IB 9 - Sinclair Systems & Frito Lay	127,154	281,580
Fire Protection Assessment	5,278	-
Utility & Operating Reimbursements	107,140	97,750
Misc. Income	2,750	2,500
TOTAL OLDS STATION BUSINESS PARK	\$ 1,564,518	\$ 1,667,500

**Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT**

	2020 Supplemental Budget	2021 Preliminary Budget
<u>PANGBORN AIRPORT</u>		
Landing Fees	\$ 44,000	\$ 50,000
Parking Income	107,500	63,000
Aircraft Parking	1,000	2,500
Rental Income - Aviation Land	95,530	97,993
Rental Income - NonAviation Land	57,785	67,346
Rental Income - Terminal/Aviation Building	98,000	57,377
Rental Income - NonAviation Buildings	113,520	76,134
Rental Income - Hangars	135,385	147,441
Fuel Flowage Fees	11,200	18,400
FBO Income (After hours, Horizon into Tank)	32,000	22,400
FBO Fuel Income	720,000	1,105,500
FBO Misc. Income	7,500	9,800
Misc. Fees and Permits	14,105	27,500
TOTAL PANGBORN AIRPORT	\$ 1,437,525	\$ 1,745,391
<u>PANGBORN BUSINESS PARK</u>		
Land Leases		
Lot 4 - Coca-Cola	\$ 85,778	\$ 85,778
Lot 17 - Salcido	51,042	-
Building Leases		
3306 - Multi - Tenant	97,614	100,362
3310 - Accor Building	344,742	349,917
CWICC	191,602	195,434
Utility & Operating Reimbursements	54,000	54,000
Contribution in Aid of Construction	128,854	128,854
Misc. Income	4,500	1,000
TOTAL PANGBORN BUSINESS PARK	\$ 958,132	\$ 915,345
<u>REGIONAL PORT OFFICE/AVIATION CENTER</u>		
Rental Income - Offices	\$ 12,000	\$ 13,500
Rental Income - Aviation/Hangar Uses	151,900	140,670
Misc. Income	-	-
TOTAL RPA OFFICE/AVIATION CENTER	\$ 163,900	\$ 154,170
<u>LAKE CHELAN AIRPORT</u>		
Rental Income - Kelly Property	\$ 4,900	\$ 5,700
TOTAL LAKE CHELAN AIRPORT	\$ 4,900	\$ 5,700

**Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT**

	2020 Supplemental Budget	2021 Preliminary Budget
<u>MANSFIELD AIRPORT</u>		
Lease Income	\$ -	\$ -
TOTAL MANSFIELD AIRPORT	\$ -	\$ -
<u>WATERVILLE AIRPORT</u>		
Lease Income	\$ 2,924	\$ 3,184
TOTAL WATERVILLE AIRPORT	\$ 2,924	\$ 3,184
<u>ORONDO RIVER PARK</u>		
Chelan County PUD	\$ 30,000	\$ 30,000
Misc. Income	-	-
TOTAL ORONDO RIVER PARK	\$ 30,000	\$ 30,000
<u>PYBUS INCUBATOR</u>		
Office Space Lease	\$ 39,000	\$ -
Misc. Income	240	-
TOTAL PYBUS INCUBATOR	\$ 39,240	\$ -
TOTAL BUSINESS PARK REVENUE	\$ 8,017,537	\$ 8,780,904
<u>TAX RECEIPTS</u>		
Current Levy	\$ 4,127,912	\$ 4,267,763
1% at Prior Year Tax	41,249	42,678
New Construction	83,599	92,080
Tax Refunded (receipts)	14,028	13,500
TOTAL TAX RECEIPTS	\$ 4,266,788	\$ 4,416,021

Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT

	2020 Supplemental Budget	2021 Preliminary Budget
<u>NON-OPERATING REVENUES</u>		
ADO Contracts - Dept. of Commerce	\$ 109,286	\$ 109,286
FAA AIP Grant Proceeds (EA & Term Bldg Cap Impr)	747,788	45,000
FAA AIP Grant Proceeds (Land Acquisition)	2,368,038	1,500,000
FAA AIP Grant Proceeds (Apron Rehab)	-	1,142,380
FAA Discretionary (Apron Rehab)	-	3,700,000
FAA AIP CARES Act Grant (\$18,120,860)	14,706,000	2,122,020
PFC Capital Funds (Receipts + Reserves)	468,838	203,120
TSA Operating Grant	14,550	14,600
Actapio Restoration Reimbursement	-	2,000,000
USFS Helipad Reimbursement	280,082	-
Douglas County Payment - PWTF	80,000	80,000
Douglas County - Wenatchi Landing Overlay	6,022	-
WSDOT Aviation - Pangborn	34,295	2,500
WSDOT Aviation - Mansfield	-	-
WSDOT Aviation - Waterville	184,738	156,749
CERB Grant - Giga Watt Adaptive ReUse Study	50,000	50,000
Dept of Commerce - COVID 19 Administrative Grant	100,000	-
Chelan County .09 Grant - Partnership Projects	60,000	60,000
Other Tax Income (LHT & Timber Dist.)	14,500	12,950
EPA Brownsfield Grant (\$600,000)	-	300,000
Interest Income	105,000	86,750
Other Income	42,500	40,000
Sale of Fixed Assets	21,600	-
TOTAL NON-OPERATING REVENUES	\$ 19,393,237	\$ 11,625,355

**Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT**

	2020 Supplemental Budget	2021 Preliminary Budget
<u>NON-OPERATING REVENUES - COVID 19</u>		
Dept of Commerce - Working WA Chelan Cty	\$ 183,259	\$ -
Dept of Commerce - Working WA Douglas Cty	154,547	-
Dept of Commerce - Add'l Allocation - Chelan County	458,361	-
Dept of Commerce - Add'l Allocation - Douglas County	386,567	-
Chelan County CARES Act	1,000,000	-
Douglas County CARES Act	1,000,000	-
City of Cashmere CARES Act	93,000	-
City of Entiat CARES Act	35,000	-
City of East Wenatchee CARES Act	160,000	-
Chelan/Douglas Counties CDBG Grant	71,990	-
City of Wenatchee CDBG Grant	65,000	-
City of East Wenatchee CDBG Grant	133,927	-
Other COVID-19 Grants	-	-
TOTAL NON-OPERATING REVENUES - COVID 19	\$ 3,741,651	\$ -
TOTAL REVENUES	\$ 35,419,213	\$ 24,822,280

**Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT**

	2020 Supplemental Budget	2021 Preliminary Budget
BUSINESS PARK EXPENSES		
<u>CASHMERE MILL DISTRICT</u>		
Debt Service - Buildings A & B	\$ 219,134	\$ 219,134
CERB Loan	75,781	75,781
Property Insurance	15,592	17,930
Building Maintenance	2,500	2,500
Property Maintenance	20,000	17,500
Utilities	32,500	32,500
Misc. Expenses	7,500	7,500
TOTAL CASHMERE MILL DISTRICT	\$ 373,007	\$ 372,845
<u>CONFLUENCE TECHNOLOGY CENTER</u>		
Salaries	\$ 136,485	\$ 141,045
Employee Benefits	35,080	35,510
Payroll Taxes	12,175	12,520
Contract Labor	4,000	10,000
Building Operational Expenses	411,000	405,455
CTC South Building Operational Expenses	-	23,510
Video Conference Center/Meeting Room Expenses	81,165	131,089
Debt Service	48,529	48,529
Misc. Expenses	5,000	5,000
TOTAL CONFLUENCE TECHNOLOGY CENTER	\$ 733,434	\$ 812,658
<u>MALAGA INDUSTRIAL SITE</u>		
Property Maintenance	\$ -	\$ 15,000
Property Insurance	-	250
Utilities	-	5,000
Misc. Expenses	-	10,000
TOTAL MALAGA INDUSTRIAL SITE	\$ -	\$ 30,250

**Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT**

	2020 Supplemental Budget	2021 Preliminary Budget
<u>OLDS STATION BUSINESS PARK</u>		
Salaries (Maintenance)	\$ 59,100	\$ 60,455
Employee Benefits	21,600	22,235
Payroll Taxes	7,865	7,290
Building Maintenance & Repairs	25,250	22,500
Property & Grounds	15,000	18,975
Small Equipment	5,000	2,500
Utilities	53,550	52,500
Fire Protection in lieu of taxes	9,634	9,750
Property Insurance	50,894	58,520
Misc. Expenses	5,000	5,000
TOTAL OLDS STATION BUSINESS PARK	\$ 252,893	\$ 259,725
<u>COLUMBIA STREET PROPERTIES</u>		
Building Operational Expenses	\$ 34,000	\$ 25,750
Property Insurance	42,959	33,420
Misc. Expenses	50,000	37,500
TOTAL COLUMBIA STREET PROPERTIES	\$ 126,959	\$ 96,670
<u>PESHASTIN PROPERTY</u>		
Property Maintenance	\$ 3,250	\$ 3,250
TOTAL PESHASTIN PROPERTY	\$ 3,250	\$ 3,250

**Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT**

	2020 Supplemental Budget	2021 Preliminary Budget
<u>PANGBORN AIRPORT</u>		
Salaries	\$ 706,500	\$ 632,505
Salaries - Overtime	44,830	45,610
Employee Benefits	232,950	215,365
Payroll Taxes	100,975	84,400
Engineering/Professional Fees	100,000	105,000
Non-Aviation Maintenance	6,325	10,000
Aviation Maintenance	28,975	25,000
Terminal Maintenance	30,000	33,000
Airfield Maintenance	59,825	65,000
Vehicle & Equipment Maintenance	38,000	30,000
Small Tools & Equipment	-	5,000
Utilities	148,981	153,450
Property Insurance	97,805	112,500
FBO Expenses	25,000	22,500
Fuel (Resale)	540,000	830,000
Fuel (M&O)	30,000	28,000
Regulatory Compliance	53,200	58,000
Winter Operations	36,000	36,000
Memberships & Subs	7,494	7,500
Marketing	5,000	15,000
Conferences, Training & Meetings	10,000	17,500
Information Technology	42,002	42,000
Credit Card Fees	17,820	21,000
Debt Service (Runway Extension)	114,988	-
Debt Service Payoff (Runway Extension)	2,472,830	-
ULID - Douglas County Treasurer (Final)	10,368	-
COVID-19 Compliance	75,000	35,000
Misc. Expenses	7,500	15,000
TOTAL PANGBORN AIRPORT	\$ 5,042,368	\$ 2,644,330

Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT

	2020 Supplemental Budget	2021 Preliminary Budget
<u>PANGBORN BUSINESS PARK</u>		
Maintenance	\$ 98,500	\$ 98,500
Supplies	2,500	-
Equipment	1,500	-
Utilities	65,000	59,895
Storm Water	3,668	3,750
Property Insurance	30,921	35,550
CIAC Payments to PUD	92,038	92,038
Debt Service (Princ, Int, Fees)	393,460	90,533
Debt Service Payoff	6,012,995	-
Misc. Expenses	-	2,000
TOTAL PANGBORN BUSINESS PARK	\$ 6,700,582	\$ 382,266
<u>REGIONAL PORT OFFICE/AVIATION CENTER</u>		
Building Maintenance & Repairs	\$ 25,000	\$ 25,000
Mobile Equipment Maintenance & Repairs	5,000	-
Utilities	50,000	45,000
Insurance	26,199	30,130
Landscape Maintenance	15,000	17,500
Debt Service	203,211	-
Debt Service Payoff	2,843,568	-
Misc. Expenses	10,000	7,500
Total RPA OFFICE/AVIATION CENTER	\$ 3,177,978	\$ 125,130
<u>LAKE CHELAN AIRPORT</u>		
Maintenance & Operations Subsidy (City of Chelan)	\$ 45,015	\$ 45,286
Misc. Expenses (City of Chelan)	5,000	5,000
Maintenance (Kelly Property)	6,000	8,500
Insurance	-	705
Utilities	-	305
Misc. Expenses (Kelly Property)	1,500	1,500
TOTAL LAKE CHELAN AIRPORT	\$ 57,515	\$ 61,296

**Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT**

	2020 Supplemental Budget	2021 Preliminary Budget
<u>MANSFIELD AIRPORT</u>		
Maintenance	\$ 5,195	\$ 3,000
Supplies	505	2,750
Repairs	505	500
Utilities	707	600
Property Insurance	4,051	4,660
Misc. Expenses	5,000	2,500
TOTAL MANSFIELD AIRPORT	\$ 15,963	\$ 14,010
<u>WATERVILLE AIRPORT</u>		
Outside Maintenance	\$ 7,210	\$ 7,000
Supplies	505	2,750
Repairs	505	500
Utilities	707	600
Property Insurance	4,051	4,660
Misc. Expenses	5,000	3,000
TOTAL WATERVILLE AIRPORT	\$ 17,978	\$ 18,510
<u>ORONDO RIVER PARK</u>		
Outside Services		
Engineering	\$ 4,000	\$ 4,000
Labor/Maintenance	29,000	28,500
Other	5,000	5,000
Supplies	5,000	2,500
Equipment	2,000	-
Repairs	2,500	2,500
Utilities	2,000	2,250
Property Insurance	1,332	1,530
Misc. Expenses	5,000	5,000
TOTAL ORONDO RIVER PARK	\$ 55,832	\$ 51,280
<u>PYBUS INCUBATOR</u>		
Misc. Expenses	\$ 6,000	\$ 6,000
TOTAL PYBUS INCUBATOR	\$ 6,000	\$ 6,000
TOTAL BUSINESS PARK EXPENSES	\$ 16,563,759	\$ 4,878,220

**Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT**

	2020 Supplemental Budget	2021 Preliminary Budget
<u>ADMINISTRATIVE & GENERAL EXPENSES</u>		
Salaries	\$ 985,000	\$ 1,056,225
Commissioners' Compensation, Benefits & Taxes	196,250	200,085
Employee Benefits	251,805	300,275
Payroll Taxes	82,250	90,035
Internship Opportunities	5,000	10,000
Professional Services		
Legal	230,000	220,000
Engineering	117,500	117,500
Government Relations - Federal	40,000	40,000
WA State Audit Costs	70,500	70,500
Other Professional Services	42,500	42,500
County Election Costs	-	70,000
Conferences, Training, and Meetings	10,000	10,000
Commission Conferences & Travel	15,000	15,000
Memberships and Subscriptions	50,000	50,000
Travel	7,500	7,500
Office Expense		
Supplies	33,650	32,500
Telephone	15,000	13,500
Computers/Hardware	7,421	8,500
Software/Backup/Internet	27,500	27,500
Managed Services/Maintenance	29,500	35,000
Insurance (Public Officials, General Liability, etc)	97,310	111,905
Auto Expense	7,500	7,500
Misc. Expenses	15,000	15,000
TOTAL ADMINISTRATIVE & GENERAL EXPENSES	\$ 2,336,186	\$ 2,551,025

BUSINESS DEVELOPMENT & MARKETING EXPENSES

Marketing & Communications	\$ 75,000	\$ 75,000
Business Recruitment & Trade Shows	30,000	15,000
Existing Business Outreach	10,000	-
Air Service Investment Program	25,000	15,000
Real Estate Marketing	35,000	35,000
Chelan-Douglas Trends	7,000	7,000
Small Business Development Center (WSU)	80,000	80,000
Promotional Hosting	5,000	5,000
TOTAL BUSINESS DEVELOPMENT & MARKETING EXPENSES	\$ 267,000	\$ 232,000

Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT

	2020 Supplemental Budget	2021 Preliminary Budget
<u>ECONOMIC DEVELOPMENT CONTRACTS (NON-PROFITS)</u>		
Cascade Foothills Farmland Association	\$ 27,000	
Cashmere Chamber of Commerce	13,500	
Chelan Douglas Land Trust	5,500	
Entiat Valley Chamber of Commerce	10,000	
GWATA (Chelan County \$10,000)	47,000	
Initiative for Rural Innovation & Stewardship (IRIS)	3,000	
Manson Chamber of Commerce	15,000	
NCW Economic Dev District (Chelan County \$5,000)	5,000	
Our Valley Our Future (Chelan County \$30,000)	40,000	
Our Valley Our Future - PODC 2019 Commitment	10,000	
Spirit of Wenatchee	5,473	
Wenatchee Downtown Association	3,000	
WV Sports Foundation - Winter Special Olympics	7,000	
Wenatchee Outdoors	7,000	
Wenatchee Valley TREAD (Chelan County \$10,000)	10,000	
Community Nonprofit ED Projects	46,527	255,000
TOTAL ECONOMIC DEVELOPMENT CONTRACTS	\$ 255,000	\$ 255,000
<u>COMMUNITY PARTNERSHIP PROJECTS (MUNICIPALITIES)</u>		
City of Bridgeport	\$ 20,000	\$ 20,000
City of Cashmere	35,000	35,000
City of Chelan	30,000	30,000
East Wenatchee Water District	30,000	-
Eastmont Metropolitan Parks District	20,000	20,000
PUD 5th Street Redevelopment Study	21,871	15,684
Chelan County - Countywide Trails Plan	20,000	20,000
City of Wenatchee - Confl. Parkway Environmental	175,000	175,000
Opportunity Placeholder	45,000	50,000
TOTAL COMMUNITY PARTNERSHIP PROJECTS	\$ 396,871	\$ 365,684

**Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT**

	2020 Supplemental Budget	2021 Preliminary Budget
<u>COVID-19 SMALL BUSINESS GRANTS</u>		
Dept of Commerce - Working WA Chelan Cty	\$ 183,259	\$ -
Dept of Commerce - Working WA Douglas Cty	154,547	-
Dept of Commerce - Add'l Allocation - Chelan County	458,361	-
Dept of Commerce - Add'l Allocation - Douglas County	386,567	-
Chelan County CARES Act	1,000,000	-
Douglas County CARES Act	1,000,000	-
City of Cashmere CARES Act	93,000	-
City of Entiat CARES Act	35,000	-
City of East Wenatchee CARES Act	160,000	-
Chelan/Douglas County CDBG Grant	71,990	-
City of Wenatchee CDBG Grant	65,000	-
City of East Wenatchee CDBG Grant	133,927	-
Regional Port Rent Relief Program	100,000	-
Regional Port Ready to Reopen Program	100,000	-
Other COVID-19 Grants	-	-
TOTAL COVID-19 SMALL BUSINESS GRANTS	\$ 3,941,651	\$ -
<u>Other Expenditures</u>		
EPA Brownsfield Grant - Consultant Services	\$ 7,500	\$ 300,000
TOTAL EXPENSES	\$ 23,767,967	\$ 8,581,929
LESS OPERATING REVENUES	\$ 35,419,213	\$ 24,822,280
NET RESULTS BEFORE CAPITAL PROJECTS	\$ 11,651,246	\$ 16,240,351

**Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT**

	2020 Supplemental Budget	2021 Preliminary Budget
CAPITAL PROJECTS		
<u>CASHMERE MILL DISTRICT</u>		
Tenant Improvements	\$ 850,000	\$ 700,000
Utility Room - Building B	-	100,000
Brender Creek Management	49,500	-
Capital Projects - Other	10,000	10,000
TOTAL CASHMERE MILL DISTRICT	\$ 909,500	\$ 810,000
<u>Confluence Technology Center</u>		
HVAC Unit Replacement	\$ 565,000	\$ -
Server	-	13,985
Window Sealant Project	-	50,000
Building Entrance Enhancement	-	25,000
Tree Removal/Replacement	22,765	-
Actapio Restoration	-	2,000,000
Capital Projects - Other	5,000	5,000
TOTAL CONFLUENCE TECHNOLOGY CENTER	\$ 592,765	\$ 2,093,985
<u>OLDS STATION BUSINESS PARK</u>		
IB #2 Repave Parking Lot	\$ -	\$ 150,000
IB #5 Gutter Replacement	64,000	-
Capital Projects - Other	10,000	10,000
TOTAL OLDS STATION BUSINESS PARK	\$ 74,000	\$ 160,000

**Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT**

	2020 Supplemental Budget	2021 Preliminary Budget
<u>PANGBORN AIRPORT - CAPITAL</u>		
FAA Sponsored Projects		
Environmental Assessment	\$ 709,897	\$ 50,000
Apron Rehab & Expansion	-	5,720,000
Term Bldg Security Improvements	468,838	-
Term Bldg Capacity Improvements	211,283	-
Snow Removal Equipment	40,000	-
CDRPA Funded Projects		
Land Use Plan Update	-	75,000
Terminal Building Parking Management	-	60,000
Airport-Wide Wireless Network	-	18,500
USFS Helipad Project	276,962	-
Parking Lot Sealcoat/Striping	85,000	-
Terminal Radio Repeater	50,000	50,000
Jet A Reclaim Tank	15,000	-
Jet A Tank Pump/Drive Testing & Replacement	14,910	-
Crack Sealing Machine	60,107	-
Air Compressor	11,372	-
Airport Vehicle (Pickup Replacement)	32,919	-
Dump Trailer	10,070	-
Snow Blower for John Deere	15,700	-
Add'l CCTV Cameras	25,000	-
Auto Gate Project (Airlift NW)	20,000	-
Fuel Station - Carryover	55,000	-
Maintenance/Operations Equipment	-	175,000
Air Service Reliability Projects		
Airport Approach Lighting System Study	37,000	-
Terrain Study	40,000	5,000
Approach Lighting System Design	82,000	-
ASOS Relocation/RVR Feasibility	11,700	-
New Instrument Approach Study	38,500	-
Construction of MALSR System	-	2,438,000
Runway Protection Zone - Land Acquisition	6,000,000	2,350,000
Jet-A Fuel Truck (5,000 gallon)	-	100,000
Aircraft De-Icing Cart	-	8,000
GA Building Study	-	25,000
Capital Projects Other	10,000	10,000
TOTAL PANGBORN AIRPORT - CAPITAL	\$ 8,321,258	\$ 11,084,500

**Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT**

	2020 Supplemental Budget	2021 Preliminary Budget
<u>PANGBORN BUSINESS PARK - CAPITAL</u>		
Tenant Improvements - 3306 Building	\$ -	\$ 25,000
HVAC Units - CWICC Building	-	150,000
3306/3310 Crack Seal/Sealcoat/Stripe	26,000	-
Giga Watt Adaptive Re-Use Study	66,667	66,667
TOTAL PANGBORN BUSINESS PARK - CAPITAL	\$ 92,667	\$ 241,667
<u>REGIONAL PORT OFFICE/AVIATION CENTER</u>		
Trench Drain Sewer Connection	\$ 65,000	\$ 70,000
HVAC Review/Evaluation	35,333	-
Modular Building Roof	-	10,000
Carpet Replacement	-	45,000
Space Study	54,000	-
Servers (2)	23,804	-
Large Meeting Room	-	280,000
HVAC Replacement Phase I/Phase II	1,500,000	600,000
Digitize Record Drawings	8,000	-
Total RPA OFFICE/AVIATION CENTER	\$ 1,686,137	\$ 1,005,000
<u>LAKE CHELAN AIRPORT - CAPITAL</u>		
Repair Site Lighting (Kelly Property)	\$ 7,500	\$ -
Capital Projects - Other	-	-
TOTAL LAKE CHELAN AIRPORT - CAPITAL	\$ 7,500	\$ -
<u>MANSFIELD AIRPORT - CAPITAL</u>		
Crack Sealing	\$ -	\$ 25,000
TOTAL MANSFIELD AIRPORT - CAPITAL	\$ -	\$ 25,000
<u>WATERVILLE AIRPORT - CAPITAL</u>		
Pavement	\$ 205,315	\$ 174,170
TOTAL WATERVILLE AIRPORT - CAPITAL	\$ 205,315	\$ 174,170
<u>ORONDO RIVER PARK - CAPITAL</u>		
Fuel Dock & Trailer Removal	\$ -	\$ 15,000
TOTAL ORONDO RIVER PARK - CAPITAL	\$ -	\$ 15,000

**Chelan Douglas Regional Port Authority
2021 Preliminary Budget - DRAFT**

	2020 Supplemental Budget	2021 Preliminary Budget
<u>OTHER CAPITAL</u>		
Maintenance Pickup	\$ -	\$ 50,000
Columbia Street Properties	50,000	100,000
Rock Island - Acquisition Strategy	25,000	-
Malaga Property Acquisition	1,500,000	-
Opportunity Fund - Other	250,000	100,000
TOTAL OTHER CAPITAL	\$ 1,825,000	\$ 250,000
TOTAL CAPITAL PROJECTS	\$ 13,714,142	\$ 15,859,322
NET AFTER CAPITAL PROJECTS	\$ (2,062,896)	\$ 381,029



MATT TURETSKY
MEDIATION / ARBITRATION

Matt Turetsky Mediation/Arbitration PLLC
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October 28, 2020

VIA E-MAIL

Erin McCool
Ogden Murphy Wallace P.L.L.C.
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Wenatchee, WA 98801

Trevor A. Zandell
Phillips Burgess PLLC
111 21st Avenue S.W.
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RE: *Port of Chelan County v. Fibro Corporation*
Mediation Date: November 19, 2020

Dear Counsel:

Thank you for asking me to mediate the dispute between the Port of Chelan County and Fibro Corporation (the "parties"). I look forward to working collaboratively with you to resolve this matter.

Mediation has been scheduled for November 19, 2020, at 9:30 a.m., using Zoom.us online platform.

The parties agree that I will serve as the Mediator. The parties recognize that the mediation is a voluntary settlement negotiation and that I am not a judge and I have no authority to force a settlement on the parties. Further, the parties recognize that I am a neutral intermediary who is not acting as either of the parties' attorney or advocate.

All individuals with the authority to make decisions about settlement, or whose input is important to the decisions, should participate. If for any reason a decision-maker cannot participate, please let me know as soon as possible so that we can collectively decide how best to handle the situation in a way that maximizes our prospects for a successful mediation.

Please provide me with a letter and/or materials that support your position by November 13, 2020. I encourage you to provide as much information as you believe will help me to understand the full picture of the dispute, regardless of the length of the letter and exhibits.

My fee for this mediation is \$480 per hour. If you cancel less than 48 hours before the mediation, I will charge for my preparation time, assuming I have started. Otherwise, I will not charge for cancellations. As is customary, you are responsible for payment to me and your clients should similarly be responsible to you.

The mediation and all related communications will be confidential to the full extent allowed by law. Please have all participants sign the enclosed Mediation Agreement, and Online Mediation Guidelines, and return the signed copy to me on or before November 13, 2020.

If there is any other evidence and exhibits you feel would be beneficial in my understanding and evaluating the dispute, please forward those exhibits by email or mail. The more information I have, the greater chance I have to settle a dispute.

Lastly, I am required to disclose to you known facts that a reasonable individual would consider likely to affect my impartiality, including financial or personal interests in the outcome of the mediation and existing and past relationships with a mediation party or foreseeable participants in the mediation.

Consistent with this obligation I advise you of the following:

I have mediated one other case in which Mr. Zandell represented a party and two other cases in which the Phillips Burgess firm was identified as local counsel for a party, but attorneys with the firm did not participate at mediation.

I do not believe that any of the information that I have disclosed will have any effect on my ability to serve as an impartial mediator. However, upon the request of any party or attorney, for any reason, I will withdraw from this engagement.

Again, I look forward to a successful mediation.

Very truly yours,

MATT TURETSKY MEDIATION/ARBITRATION PLLC

A handwritten signature in black ink, appearing to read "Matt", with a long horizontal flourish extending to the right.

Matthew Turetsky

Attachment

MEDIATION AGREEMENT

Part of Chelan County v. Fibro Corporation

All of the parties and their legal counsel (if legal counsel is involved) agree:

1. The role of the mediator involves working with all parties and their lawyers to facilitate a settlement of this dispute. It is understood and agreed that the mediator is not acting as an attorney for any mediation participant. Parties must look to their attorneys for all legal advice. All participants agree that no attorney/client relationship is entered between them and the mediator under any circumstances, including without limitation any assistance provided by the mediator in memorializing an agreement. The parties and their legal counsel retain ultimate responsibility for any written agreement resulting from the mediation.

2. All statements made during the course of the mediation or related negotiations are privileged settlement discussions, are made without prejudice to any party's legal position, and are non-discoverable and not admissible for any purpose in any legal proceeding.

3. The privileged character of any information is not changed by disclosure to the mediator. Disclosure of any reports, records, or documents received by or prepared by the mediator cannot be compelled. The mediator cannot be compelled to disclose or to testify in any proceeding as to (i) any records, reports or other documents received by the mediator; or (ii) information disclosed or representations made in the course of the mediation or otherwise communicated to the mediator in confidence.

4. No aspect of the mediation shall be relied upon or introduced as evidence in any arbitral, judicial or other proceeding.

5. The parties agree that breach of this agreement would cause irreparable injury and that monetary damages would be an inadequate remedy, since the parties are relying upon this agreement of confidentiality in disclosing sensitive business and/or personal information. The parties therefore agree and stipulate that any party to this agreement may obtain an injunction to prevent disclosure of any such confidential information in violation of this agreement.

6. This agreement may be executed in counterparts.

ONLINE MEDIATION GUIDELINES

Technology

1. Online Platform: We will use the online platform provided by Zoom.com to conduct your online mediation. Before your first scheduled mediation session, you agree to download the free Personal Use Plan software and/or app and open a free personal account. Once you have downloaded Zoom, you agree to familiarize yourself with its operation so that you are able to operate the system and participate in your mediation sessions. Zoom has tutorials available.

2. Document Execution. If needed, we will transmit executed documents via scanning and email. You agree that a person with signing authority will participate in the mediation and have the capability to print, scan, and email a signed document.

3. Secure WiFi or Ethernet Connection. You will need a secure WiFi or Ethernet (hard-wired) connection for your computer. Test the speed and dependability of your connection BEFORE your mediation by hosting a Zoom meeting by yourself or with another video conferencing platform. DO NOT use a public access WiFi connection.

4. Technology Failure. You understand that despite our best efforts, technology may fail to operate properly and a mediation session may not start on time or may be interrupted. If that happens, please take the following steps:

- a. Log out of Zoom and log back in. This often re-establishes the connection.
- b. Call or text me at **206.718.5402** immediately to let me know you are having trouble.

5. Breakout Room Failure. At times your mediator will caucus with you each separately. Zoom allows the mediator to break parties into separate rooms and caucus with another. You agree that in the event that you are the muted or separated party during the session, and you are able for any reason to hear communications intended to be private, you will IMMEDIATELY terminate the Zoom online mediation session and will call or text me at **206.718.5402**.

6. Privacy and Confidentiality. Only the people who have executed these Online Mediation Guidelines may participate in the mediation. You must confirm that you are alone in the room and that you cannot be overheard by anyone else around you.

7. Absolute Prohibition on Recording. You, or anyone on your behalf, may NOT audio or video record any mediation session or portion thereof. In the event that you learn of an audio or video recording of any session, you shall take immediate measures to destroy the recording and will not disseminate the recording to third parties. You further agree that you will not transmit a live or deferred video or audio relay of the online mediation sessions to third parties.

8. Early Log On. Whenever possible, log on to the scheduled mediation session no less than 5 minutes in advance of the scheduled start time so that any technology issues can be resolved and your mediation session can start on time.

Mediation Agreement and Online Mediation Guidelines Acknowledged and Agreed:

Jason A. Zandell

Date: 10/28/20

Date: _____

[Signature]

Date: 10/30/20

Date: _____

Date: _____

Date: _____

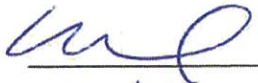
Date: _____

Date: _____

Date: _____

Date: _____

Mediation Agreement and Online Mediation Guidelines Acknowledged and Agreed:

 Erin McCool on
behalf of
Port of Chelan
County

Date: 11/2/2020

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

**Chelan Douglas Regional
Port Authority**

Memo

To: Board of Directors

From:  Jim Kuntz

cc: None

Date: November 5, 2020

Re: Airplane Auction Results – Robi Curtiss Airplane

Please find attached the results of the airplane auction. We received \$9,690.00. Total debt owing was \$13,035.44. So, we recovered a significant amount of past due charges. The balance owing will be written off as uncollectible.

Jim Kuntz

From: Trent Moyers
Sent: Thursday, October 29, 2020 4:32 PM
To: Jim Kuntz
Subject: FW: Closing Notification for Auction #2645855

Jim,
Here's the notice.

-----Original Message-----

From: Public Surplus [mailto:notices@publicsurplus.com]
Sent: Wednesday, October 28, 2020 4:15 PM
To: Trent Moyers <trent@cdrpa.org>
Subject: Closing Notification for Auction #2645855

Trent Moyers

CONGRATULATIONS! - Your item sold on Auction #2645855 - 1954 Piper PA 22-135 Pacer

AUCTION INFO:

Auction #: 2645855
Auction Title: 1954 Piper PA 22-135 Pacer
of bids: 29
End Date: Oct 28, 2020 5:08:52 PM MDT
Shipping: Buyer must pickup item(s)
Payment: Visa, MasterCard, Discover

AUCTION WINNER(s):

Buyer: eastsidejunkie
Name: Keith Kopf
Address: 6952 SR 270
Pullman, WA 99163
Price: \$9,690.00
Buyer Premium: \$1,017.45 (10.50%\$1.00 min.)

Informations Taxes:

State Tax (6.5%):	\$695.99
County Tax (1.8%):	\$192.74
Local Tax (0.0%):	\$0.00

Tax: \$888.73

AMOUNT DUE: \$11,596.18

If you would like to see the information on this auction again, please click on following link:

<http://www.publicsurplus.com/sms/auction/view?auc=2645855>

If you have any questions regarding this auction, please contact our Customer Support Staff at agency support@publicsurplus.com

(For Public Surplus use MK:hSNYPzjoznFnjZj9DRDKeg==)

Pangborn Airport
A/R Aging QuickZoom
As of December 31, 2019

Type	Date	Num	Name	Description	Open Balance
ROBI CURTISS - D					
Invoice	07/01/2015	25827	ROBI CURTISS - D	T-Hangar July 2015	108.68
Invoice	08/04/2015	25969	ROBI CURTISS - D	T-Hangar August 2015	192.96
Invoice	09/02/2015	26084	ROBI CURTISS - D	T-Hangar September 2015	192.96
Invoice	10/02/2015	26180	ROBI CURTISS - D	T-Hangar October 2015	192.96
Invoice	11/03/2015	26258	ROBI CURTISS - D	T-Hangar November 2015	192.96
Invoice	11/18/2015	FC 487	ROBI CURTISS - D	Finance Charges	310.53
Invoice	12/02/2015	26328	ROBI CURTISS - D	T-Hangar December 2015	192.96
Invoice	01/06/2016	26402	ROBI CURTISS - D	T-Hangar January 2016	192.96
Invoice	02/01/2016	26501	ROBI CURTISS - D	T-Hangar February 2016	192.96
Invoice	03/02/2016	26576	ROBI CURTISS - D	T-Hangar March 2016	192.96
Invoice	04/01/2016	26651	ROBI CURTISS - D	T-Hangar April 2016	192.96
Invoice	05/03/2016	26757	ROBI CURTISS - D	T-Hangar May 2016	192.96
Invoice	06/01/2016	26854	ROBI CURTISS - D	T-Hangar June 2016	192.96
Invoice	07/01/2016	26913	ROBI CURTISS - D	T-Hangar July 2016	192.96
Invoice	07/31/2016	FC 506	ROBI CURTISS - D	Finance Charges	1,599.36
Invoice	08/01/2016	27018	ROBI CURTISS - D	T-Hangar August 2016	192.96
Invoice	09/12/2016	FC 516	ROBI CURTISS - D	Finance Charges	398.35
Invoice	11/09/2016	27228	ROBI CURTISS - D	Legal Fees thru Sept 2016	1,434.70
Invoice	11/10/2016	FC 517	ROBI CURTISS - D	Finance Charges	547.44
Invoice	07/10/2017	FC 520	ROBI CURTISS - D	Finance Charges	3,386.80
Invoice	10/18/2017	28239	ROBI CURTISS - D	T-Hangar Sept - Dec 2016	771.83
				T-Hangar Jan - June 2017	1191.59
				Tie-Down July - Oct 2017	225.68
				Legal Fees Oct 2016-Sept 2017	552.00
Total ROBI CURTISS - D					<u>13,035.44</u>
TOTAL					<u>\$ 13,035.44</u>
Total Rents					\$ 4,806.26
Total Finance Charges					\$ 6,242.48
Total Legal Fees					\$ 1,986.70
					<u>\$ 13,035.44</u>

Memo

To: Jim Kuntz
From: Craig Larsen
cc: Ron Cridlebaugh
Date: October 29, 2020
Re: Cashmere Mill District Retail Prospect

In the last six months I have received several inquiries from retail prospects interested in buying vacant land at the Cashmere Mill District. The first was a long standing store in our region looking to add another location. They were interested in property south of Sunset Highway. The second was a broker looking to site a national auto parts store on the 2.1 acres north of Sunset Highway against the tracks. The most recent is a broker on behalf of a national dollar store chain who is also interested in the 2.1 acres north of Sunset Highway. The last two have come in in the last two weeks.

Over the last several years I have received at least three or four other retail inquiries – gym, landscaping/nursery supplies, professional offices, and mini-storage for that 2.1 acre site. It seemed like a good time to check in with the City in light of recent inquiries.

The Port's position has been that we intend to retain ownership of the property long term and develop it in support of our economic development mission.

The most recent call was from a developer of an 11,000 SF national dollar store retailer. He has visited the site and wants to buy the land and the do a build to suit for the retailer. His client is trying to expand into Washington and Oregon. From a supply chain point of view, it does not make sense for them to open a few stores. They want a network of 15 to 20 stores spread across the two states so bringing in product can be done efficiently. He understood our position and said he would pass on any information about the site so the retailer could potentially do a build to suit with us. While he is cut out of this particular deal it supports the other deals he would do for them to create the network they need to move forward and “what is good for them is good for me.”

PROSPECT BACKGROUND: Family Dollar is the 2nd largest dollar store type retailer in the nation with approximately 8,000 stores. Everything does not cost a dollar (\$1 - \$10 price range) but it is all about low prices and targets low income customers. It favors national brands more than other dollar stores that focus on generic products. One person described it as a combination of a Walgreens and a dollar store and that it has a very “dollar store” feel inside. It was acquired by the largest dollar store operator in 2015 and still operates under its separate name. Family Dollar stores are in all states except Alaska, Hawaii, Washington and Oregon. Clearly this move is designed to get them in every state in the lower 48. They do not sell products online but are considered “Amazon proof” due to prices, products, and customer base.

POTENTIAL CASHMERE LOCATION: The broker said they would build an 11,000 SF building on the 2.1 acre site.

ECONOMIC IMPACT: This would be a significant increase to the tax base in Cashmere and generator of sales tax during construction and into the future. It will not produce high paying jobs: Nationwide the store managers make \$14.44 an hour (about double the federal minimum wage) and line employees make \$10.50 an hour, on average. Due to our minimum wage, the pay scale would be considerably higher here.

See exterior shot of a Family Dollar below.





	# of Businesses	Amt. of Funding	# of Businesses Rec'd Reimb. Funds	Amt. of Reimb. Funds
1. <u>Demonstrated Need</u>				
Working Washington Small Business Emergency Grant Submittals	855	\$ 7,943,336.32		
2. <u>Resources Available</u>				
<u>Working Washington Small Business Emergency Grants</u> (Program Closed)	71	\$ 337,806.00	75	\$ 326,965.14
<ul style="list-style-type: none"> • Small Businesses with 10 FTE or less • In Business for one year • Must have a UBI# • Grant cap of \$5,000 per business 				
<u>Douglas County CARES Act Grant</u> (Program Closed)	100	\$ 1,000,000.00	124	\$ 974,966.26
<ul style="list-style-type: none"> • Small Business with 20 FTE or less • Located in Douglas County • In Business for six months • Must have a UBI # • Grant cap of \$10,000 per business 				
<u>Chelan County CARES Act Grant</u> (Program Closed)	184	\$ 920,000.00	191	\$ 909,306.72
<ul style="list-style-type: none"> • Small Business with 20 FTE or less • Located in Chelan County • In Business for six months • Must have a UBI # • Grant cap of \$5,000 per business 				

<u>Chelan County .09 Sales Tax Grant</u> (Program Closed)	16	\$	80,000.00	16	\$	80,000.00
<ul style="list-style-type: none"> • Limited to Chelan County businesses • Use Working Washington Small Business Grant Criteria 						
<u>City of Cashmere CARES Act Grant</u> (Program Closed)	25	\$	93,000.00	25	\$	93,000.00
<ul style="list-style-type: none"> • Small Business with 20 FTE or less • Located within City Limits • In Business since March 1, 2020 • Must have a UBI# • Grant Cap of \$5,000 per business 						
<u>City of Entiat CARES Act Grant</u> (Program Closed)	7	\$	35,000.00	4	\$	20,000.00
<ul style="list-style-type: none"> • Small Business with 20 FTE or less • Located within City Limits • In Business since March 1, 2020 • Must have a UBI# • Grant Cap of \$5,000 per business 						
<u>City of East Wenatchee CARES Act Grant</u> (Program Closed)	32	\$	160,000.00	32	\$	152,644.55
<ul style="list-style-type: none"> • Small Business with 10 FTE or less • Located within City Limits • In Business for at least one year from date of application. • Must have a UBI# • Grant Cap of \$5,000 per business 						

<u>Chelan/Douglas County - Community Development Block Grant</u> (Micro Grant Program) (Program Closed)	14	\$ 71,990.00	12	\$ 60,000.00
<ul style="list-style-type: none"> Small businesses outside the city limits of Wenatchee & East Wenatchee 				
<u>City of Wenatchee – Community Development Block Grant</u> (Micro Grant Program) (Program Closed)	13	\$ 65,000.00	14	\$ 70,000.00
<ul style="list-style-type: none"> Small business within City of Wenatchee City limits 				
<u>City of East Wenatchee – Community Development Block Grant</u> (Micro Grant Program) (Accepting Applications)	27	\$ 133,927.00	0	\$ -
<ul style="list-style-type: none"> Small business within City of East Wenatchee City limits 				
<u>Chelan County CARES Act Phase II Grants</u> (Program Closed)	138	\$ 690,595.00	119	\$ 578,225.00
<ul style="list-style-type: none"> Small Businesses with 20 or less employees In Business for 6 months Must have a UBI# Grant cap of \$5,000 per business 				
<u>Douglas County CARES Act Phase II Grants</u> (Program Closed)	47	\$ 234,330.00	40	\$ 194,330.00
<ul style="list-style-type: none"> Small Businesses with 20 or less employees In Business for 6 months Must have a UBI# Grant cap of \$5,000 per business 				
<u>Chelan/Douglas County CARES Act Phase II - Non Profits</u> (Program Closed)	10	\$20,000.00	9	\$ 18,600.00
<ul style="list-style-type: none"> Chambers of Commerce and Downtown Associations 				

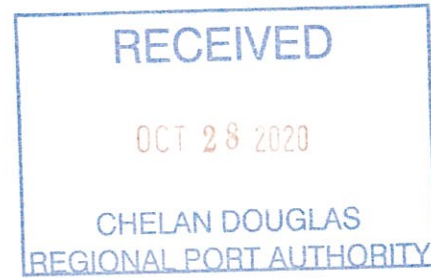
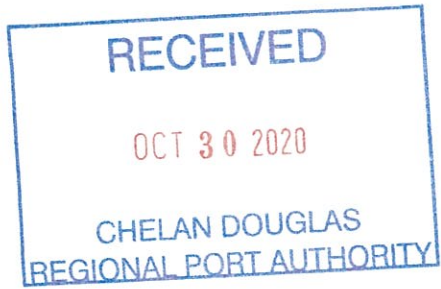
<u>City of Wenatchee CARES Grant</u> (Program Closed)	50	\$500,000.00	32	\$ 201,000.00
<ul style="list-style-type: none"> • Small Business with 25 FTE or less • Located within City Limits • In Business 1 year prior to March 1, 2020 • Must have a UBI# • Grant Cap of \$10,000 per business 				

<u>City of Cashmere CARES Act Phase II Grant</u> (Program Closed)	9	\$46,000.00	10	\$ 43,500.00
<ul style="list-style-type: none"> • Small Business with 20 FTE or less • Located within City Limits • In Business prior to March 1, 2020 • Must have a UBI# • Grant Cap of \$5,000 per business 				

<u>CDRPA Small Business Support Initiative</u> (Accepting Applications)	200	\$ 200,000.00	71	\$ 63,160.37
<ul style="list-style-type: none"> • Funds: Rent Participation & Getting Ready to Reopen • Small Businesses with 10 FT Employees or Less • Rent Participation has 6 months in business requirement 				

Resources Available Totals 943 \$ 4,587,648.00

3. <u>Resources to Businesses</u>			774	\$ 3,785,698.04
4. <u>Unmet Need</u>		\$ 3,355,688.32		



Dear Bobbie,

10/29/20

A hearty thanks to you all for having us as your guests in your conference room last week.

It was a perfect set up for the 7 of us, and we appreciated the coffee and water too. We'll definitely be back someday!

Sincerely, Nancy Fike
for BTR Tech Support

Dear Board of Directors -

We wanted to thank you for extending a recent Ceres Grant to our business. The funds will help us during the ongoing pandemic to continue to operate and be a vital employer + business in the upper valley.

Stay healthy in business' and in our communities -
Brad; Katny Schmitt, Mountain Home Lodge

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

11/6/20

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Cami RSVP arrangements if applicable</i>
November 10	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
November 11	Wednesday	NCWEDD Board Meeting, Zoom; 9:00 am	Craig, Commissioner Huffman	
November 12	Thursday	CDTC, 9-11am, Zoom	Commissioner Baldwin	
November 12	Thursday	KOHO Monthly Spot; 7:15 am		
TBD	TBD	Wenatchee Valley Chamber Board Retreat - TBD	Commissioner Spurgeon	
November 18	Wednesday	GWATA Board Meeting, 3-5pm, Zoom		
November 19	Thursday	Cashmere Museum Membership Meeting	Zoom?	
November 24	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		(2021 Budget Hearing)
November 24	Tuesday	Tri Commission Meeting; 1pm-3pm Zoom	Commissioners/Staff	
November 25	Wednesday	Douglas County Community Leadership Advisory Meeting, Zoom , 2:30 pm - 4:00 pm	Ron C.	
November 26-27	Thur-Friday	Thanksgiving Holiday Office Closed		
December 2-4	Tuesday - Friday	WPPA Annual Meeting	Virtual	
December 8	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		(2021 Budget Adoption)
December 9-10	Wed-Thurs	WPPA Finance Seminar; 9:00 am - 12 noon	Virtual	Monica?
December 9	Wednesday	NCWEDD Board Meeting, Zoom; 9:00 am	Craig, Commissioner Huffman	
December 10	Thursday	CDTC, 9-11am, Zoom	Commissioner Baldwin	
December 10	Thursday	KOHO Monthly Spot; 7:15 am		
December 15	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am, Zoom	Commissioner Spurgeon	
December 16	Wednesday	GWATA Board Meeting, 3-5pm, Zoom		
December 22	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
December 23	Wednesday	Douglas County Community Leadership Advisory Meeting, Zoom , 2:30 pm - 4:00 pm	Ron C.	
December 24	Thursday	<i>Christmas Eve Office Closed</i>		
December 25	Friday	<i>Christmas Day Office Closed</i>		