

Working Together to Enhance the Economic Vitality of North Central Washington

Chelan Douglas Regional Port Authority Meeting Agenda December 8th, 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 November 24th, 2020 Meeting; Minutes of November 24th, Tri Commission Meeting; and Check Register Pages #2020-56-#2020-62, including Electronic Transfers

POCC: Approval of POCC Check Register Pages #2020-16-#2020-17

PODC: Approval of PODC Check Register Page #2020-19, including Wire Transfer

V. CDRPA ACTION ITEMS

1. Salcido Enterprises LLC - Plan of Resolution

- A. Amendment to Land Lease Pangborn Business Park
- B. Amendment to CIAC Agreement 2

2. Dave Piepel Land Acquisition

A. Purchase & Sale Agreement

VI. PRESENTATIONS

Crossroads Strategies – 2021 Federal Outlook

VII. INFORMATIONAL ITEMS

- Actapio Space
 - Current Marketing Efforts
 - Board Feedback from Tour
- Fibro Settlement Update
- Federal Affairs Contract
- Badger Mountain Brewing Lease Agreement
- Lineage Updates S.P.O.R.T. & Gates/Cusick Proposals

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.

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Chelan Douglas Regional Port Authority Board of Directors SUGGESTED MOTIONS December 8th, 2020

IV. CONSENT AGENDAS

CDRPA CONSENT AGENDA

To approve the Chelan Douglas Regional Port Authority Consent Agenda consisting of Minutes of November 24th, 2020 Meeting; Minutes of November 24th, Tri Commission Meeting; and Check Register Pages #2020-56-#2020-62, including Electronic Transfers, as presented.

POCC CONSENT AGENDA

To approve the Port of Chelan County Consent Agenda consisting of Check Register Pages #2020-16-#2020-17, as presented.

PODC CONSENT AGENDA

To approve the Port of Douglas County Consent Agenda consisting of Check Register Page #2020-19, including Wire Transfer, as presented.

V. ACTION ITEMS

REGIONAL PORT AUTHORITY

(1) Salcido Enterprises

A. Land Lease Amendment – Pangborn Business Park

To authorize the CEO to sign the Land Lease Amendment with Salcido Enterprises for Pangborn Business Park.

B. CIAC 2 Amendment

To authorize the CEO to sign an Amendment with Salcido Enterprises for the CIAC 2 Agreement.

(2) Dave Piepel Land Acquisition - Purchase & Sale Agreement

To authorize the CEO to enter into a Purchase & Sale Agreement with Dave Piepel for property adjacent to Pangborn Airport, subject to an acceptable Environmental Review.



Board of Directors Chelan Douglas Regional Port Authority Meeting Minutes November 24th, 2020 9:00 am

Present:

Directors

JC Baldwin, Director (via Zoom) *Rory Turner, Director

Donn Etherington, Director (via Zoom)

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

Staff

*Jim Kuntz, Chief Executive Officer *Trent Moyers, Director of Airports Ron Cridlebaugh, Dir. of Economic Dev. *Quentin Batjer, Legal Counsel Stacie de Mestre, Capital Projects Manager *Bobbie Chatriand, Administrative Asst. Esther McKivor, Accounting Specialist Tricia Degnan, CTC Manager *Monica Lough, Dir. of Finance & Admin. Ron Russ, Property Manager Craig Larsen, Economic Dev. Manager *Pete Fraley, Legal Counsel Cami Harris, Executive Assistant Bealinda Tidd, Accounting Specialist Laura Camarillo Reyes, CTC Assistant Randy Asplund, Port Engineer

*Commissioner Turner, Jim Kuntz, Monica Lough, Trent Moyers, Quentin Batjer, Pete Fraley, and Bobbie Chatriand in person; others via Zoom.

Guests (all via Zoom):

Ray Dobbs

Mayor Bob Goedde, City of Chelan

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 November 10th 2020 Meeting; and October 2020 Commission Calendar, was presented and the following action was taken:

Motion No.
Moved by:

11-06-20 CDRPA

Moved by: Seconded by: JC Baldwin Mark Spurgeon

To approve the Chelan Douglas Regional Port Authority Consent Agenda consisting of minutes of November $10^{\rm th}$, 2020 Meeting; and October

2020 Commission Meeting Calendar, as presented.

Motion passed 6-0

PUBLIC HEARINGS:

PORT OF CHELAN COUNTY PROPOSED 2021 BUDGET - PUBLIC HEARING

Commissioner Turner opened the public hearing at 9:07 am and an opportunity for public comment was provided; however, no public comments were received. Commissioner Turner closed the public hearing at 9:07 am.

PORT OF DOUGLAS COUNTY PROPOSED 2021 BUDGET - PUBLIC HEARING

Commissioner Turner opened the public hearing at 9:07 am and an opportunity for public comment was provided; however, no public comments were received. Commissioner Turner closed the public hearing at 9:08 am.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY PROPOSED 2021 BUDGET - PUBLIC HEARING

Commissioner Turner opened the public hearing at 9:08 am and an opportunity for public comment was provided; however, no public comments were received. Commissioner Turner closed the public hearing at 9:08 am.

ACTION ITEMS:

PORT OF CHELAN COUNTY ACTION ITEMS:

Adoption of Port of Chelan County 2021 Tax Levy – Kuntz provided information on the Port of Chelan County Tax Levy for 2021 including options to set the Levy amount. Discussions ensued and the following actions were taken:

Motion No.11-07-20 POCCMoved by:JC BaldwinSeconded by:Rory Turner

To adopt POCC Resolution No. 2020-08 finding substantial need to set the Levy Limit at 101% for budget year 2021.

Motion passed 3-0.

Motion No. 11-09-20 POCC
Moved by: Rory Turner
Seconded by: JC Baldwin

To adopt POCC Resolution No. 2020-09 authorizing a 1% Increase in

the 2021 Tax Levy, plus New Construction.

Motion passed 3-0.

Motion No. 11-10-20 POCC
Moved by: Rory Turner
Seconded by: JC Baldwin

To adopt the 2021 Levy amount of \$3,280,248, including new

construction, and to further authorize the Executive Director to sign and

submit the 2021 Levy Certification.

Motion passed 3-0.

Note: POCC Resolutions No. 2020-08 and 2020-09 were approved with the understanding the 101% Levy Limit amounts will be banked and could be used in future years. For the fiscal year 2021 Budget, only new construction levy amounts were approved.

Adoption of Port of Chelan County 2021 Budget – Kuntz presented the proposed Port of Chelan County Budget for 2021. Discussions ensued and the following actions were taken:

Motion No.11-11-20 POCCMoved by:JC BaldwinSeconded by:Rory Turner

To adopt POCC Resolution No. 2020-10 adopting the 2021 budget subject to correction of "Exhibit A" the budget

summary page.

Motion passed 3-0.

PORT OF DOUGLAS COUNTY ACTION ITEMS:

Adoption of Port of Douglas County 2021 Tax Levy – Kuntz provided information on the Port of Douglas County Tax Levy for 2021 including options to set the Levy amount. Discussions ensued and the following actions were taken:

Motion No.11-08-20 PODCMoved by:Jim HuffmanSeconded by:Mark Spurgeon

To adopt PODC Resolution No. 2020-07 finding substantial need to set the Levy Limit at 101% for budget year 2021.

Motion passed 3-0.

Motion No.11-12-20 PODCMoved by:Jim HuffmanSeconded by:Mark Spurgeon

To adopt PODC Resolution No. 2020-08 authorizing a 1% Increase in

the 2021 Tax Levy, plus New Construction

Motion passed 3-0.

Motion No.11-13-20 PODCMoved by:Jim HuffmanSeconded by:Mark Spurgeon

To adopt the 2021 Levy amount of \$1,095,042, including new

construction, and to further authorize the Executive Director to sign and

submit the 2021 Levy Certification.

Motion passed 3-0.

Note: PODC Resolutions No. 2020-07 and 2020-08 were approved with the understanding the 101% Levy Limit amounts will be banked and could be used in future years. For the fiscal year 2021 Budget, only new construction levy amounts were approved.

Adoption of Port of Douglas County 2021 Budget – Kuntz presented the proposed Port of Douglas County Budget for 2021. Discussions ensued and the following actions were taken:

Motion No. 11-14-20 PODC
Moved by: W. Alan Loebsack
Seconded by: Mark Spurgeon

To adopt PODC Resolution No. 2020-09 adopting the 2021 budget subject to correction of "Exhibit A" the budget

summary page.

Motion passed 3-0.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY ACTION ITEMS:

CDRPA Resolution No. 2020-20 Adopting Chelan Douglas Regional Port Authority 2021 **Budget** - Kuntz & Lough presented the proposed Chelan Douglas Regional Port Authority Budget for 2021. Discussion ensued and the following action was taken:

> 11-15-20 CDRPA Motion No. Moved by: Donn Etherington Seconded by: Mark Spurgeon

To adopt CDRPA Resolution No. 2020-20 adopting the

2021 budget.

Motion passed 6-0.

Salcido Enterprises Plan of Resolution - Kuntz provided information on a proposed Plan of Resolution concerning Salcido Enterprises. Legal Counsel provided further details. Discussion ensued and the following action was taken:

> Motion No. 11-16-20 CDRPA Moved by: W. Alan Loebsack Seconded by: Jim Huffman

> > To authorize the CEO to enter into a "Plan of Resolution" with Salcido

Enterprises.

Motion passed 6-0.

Columbia Street Property Buildings G & I Proposals – Two proposals were received for the Columbia Street Property Buildings G & I. After review of the selection criteria set out in the RFP, the Board selected the proposal from developers Clay Gatens & Andy Cusick as the proposal that best meets the goals and vision for the property. The following action was taken:

> Motion No. 11-17-20 CDRPA Moved by: W. Alan Loebsack Seconded by: JC Baldwin

To authorize the CEO to proceed with negotiating a Memorandum of Understanding with Clay Gatens & Andy Cusick for Board review and approval

for Columbia Street Property Buildings G & I.

Motion passed 6-0.

EXECUTIVE SESSION: An Executive Session was called at 10:46 am for 15-minutes to discuss with legal counsel litigation, potential litigation and/or legal risks (RCW 42.30.110(1)(i)), Meeting reconvened in Regular Session at 11:01 am.

CDRPA ACTION ITEMS CONTINUED:

Fibro Corporation Settlement Agreement – Kuntz reviewed a proposed Settlement Agreement with Fibro Corporation as a result of last week's mediation session. Discussion ensued and the following action was taken:

> Motion No. 11-18-20 CDRPA Moved by: W. Alan Loebsack Seconded by: IC Baldwin

To authorize Jim Kuntz, the CEO, to sign the settlement agreement with Fibro Corporation, wherein the CDRPA will purchase industrial property on Grant Road for \$1.6 million, or in the alternative be paid \$120,000 if the transaction does not close, subject to approval of the settlement documents by the

current Board President.

Motion passed 6-0.

Authorization to Enter into Agreement with DOH Associates for Tenant Improvements at Cashmere Mill District for Huney Jun – Kuntz reported Huney Jun signed their lease agreement. The Regional Port now needs to proceed with building out tenant improvements. The following action was taken:

Motion No. 11-19-20 CDRPA
Moved by: JC Baldwin
Seconded by: W. Alan Loebsack

To authorize the CEO to enter into an Agreement with DOH Associates to prepare plans & specifications for tenant improvements and to provide

construction inspection services.

Motion passed 6-0.

Commissioner Turner called for a 5-minute break at 11:20 am. Meeting reconvened at 11:25 am.

CDRPA INFORMATIONAL ITEMS:

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. Cridlebaugh provided information on new CARES funding that will be administered by the Washington State Department of Commerce.

FAA CARES Act Grant:

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

MISC STAFF REPORTS:

Kuntz provided information and updates including:

- Offer letters are being sent for property in the Pangborn Runway Protection Zone consistent with the overall budget established by the Board.
- Actapio space tours will schedule individual Board members to tour the space the first week of December.
- Moyers will attend a scheduled Air Service Conference in Florida in January; Director Etherington may join for a portion of the meeting.
- CEO Evaluation Form will be sent to each Director. The Evaluation will be reviewed in Executive Session at the December 8th Board Meeting.
- Provided an update on recent cyber-attacks against local governments and what our IT provider is doing to protect the Regional Port.
- Update on the RV parking issues in Olds Station.

Lough provided information and updates including:

- Update on audits.
- Preparing year-end items.

Moyers provided information and updates including:

- Annual FAA Inspection & Emergency Crash Exercise took place last week.
- Attended the Chelan Airport Master Plan meeting last week.

Cridlebaugh provided information and updates including:

 EPA Brownsfield Grant Update – Committee chose Maul Foster Alongi to manage the project.

Larsen provided information and updates including:

Update on marketing of Actapio space.

PUBLIC COMMENT – An opportunity for public comment was provided; Ray Dobbs provided information on a recycled glass program in Chelan.

REVIEW CALENDAR OF EVENTS: December Board meetings are December 8, and December 22. WPPA Annual Meeting is December 2-3.

ITEMS FROM BOARD OF DIRECTORS: None.

Meeting recessed at 12:09 pm. Board of Directors will reconvene at 1:00 pm for attendance at the Tri Commission Meeting.

Signed and dated this 8th day of December, 2020.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director	Jim Huffman, Director
Donn Etherington, Director	Mark Spurgeon, Director
Rory Turner, Director	W. Alan Loebsack, Director



Tri-Commission Meeting Special Meeting Minutes Zoom Virtual Conference November 24th, 2020 1:00 pm

Present:

Chelan Douglas Regional Port Authority Chelan County PUD

JC Baldwin, Commissioner Rory Turner, Commissioner Jim Huffman, Commissioner Mark Spurgeon, Commissioner Donn Etherington, Commissioner Jim Kuntz, CEO

Cami Harris, Executive Assistant

Chelan County

Kevin Overbay, Commissioner Doug England, Commissioner Bob Bugert, Commissioner Blake Baldwin, Economic Dev. Director Mike Kaputa, Director of Natural Resources

Elected Officials

Brad Hawkins, State Senator Mike Steele, State Representative Keith Goehner, State Representative

Mayors

Bob Goedde, City of Chelan Frank Kuntz, City of Wenatchee Jim Fletcher, City of Cashmere Jerrilea Crawford, City of East Wenatchee

Others

Tiffany Gehring, Chelan County Commissioner Elect Laura Merrill, City of Wenatchee

Baldwin, Economic Dev. Director
Kaputa, Director of Natural Resources

Randy Smith, Commissioner

Dennis Bolz, Commissioner

Ann Congdon, Commissioner

Garry Arsenault, Commissioner

Steve Wright, General Manager

Justin Erickson, Managing Director Dist. Svcs.

Bob Shane, Managing Director of Fiber Shaun Seaman, Ex. Affairs Program Mgr. Rebekah Garfein, Clerk of the Board

The Tri Commission Meeting and respective Special Commission Meetings were called to order and/or reconvened at 1:00 pm. The Pledge of Allegiance was conducted and roll call was taken. Justin Erickson, Chelan County PUD, facilitated the meeting.

Senator Brad Hawkins, Representative Keith Goehner, and Representative Mike Steele each provided information, updates, and perspectives including:

2021 Legislative Session Focus

An opportunity for questions and comments was provided.

2020 TRI-COMMISSION LEGISLATIVE PRIORITIES:

- · Public Works Trust Fund
- Fiber Buildout and Funding

TRI-COMMISSION UPDATES:

- Chelan County Commission
 - Update on Climate Resiliency Strategy
 - Update on COVID-19 and 2021 Business Plan

• Chelan Douglas Regional Port Authority

- o Update on the LOJO property purchase in Malaga.
- o Update on the Port's response to the COVID-19 pandemic.
- o Update on increased air service in light of pandemic.
- o Property Tax Levies.

Chelan County PUD

- o Fiber acceleration update for Chelan County.
- o Outlook for 2021 including pre-emptive power shut-offs during wildfires.

CHELAN COUNTY MAYORS UPDATE:

City of Wenatchee

 Laura Merrill, for Mayor Kuntz, provided an update on the City of Wenatchee's 2021 budget.

• City of Chelan

o Mayor Goedde provided an update on COVID-19 impacts on the City of Chelan including the retail and restaurant business downturn.

• City of Cashmere

o Mayor Fletcher reported utility expansion is important for the City of Cashmere.

OPPORTUNITY FOR PUBLIC COMMENT: No comments were made.

COMMISSIONER COMMENTS: Several Commissioners offered comments.

The Tri Commission Meeting and respective Special Commission Meetings were closed at 3:02 pm.

Signed and dated this 8th day of December, 2020.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director	Jim Huffman, Director		
Rory Turner, Director	Mark Spurgeon, Director		
Donn Etherington, Director	W. Alan Loebsack, Director		

Chelan Douglas Regional Port Authority Check Register Listing 2020-November

Date Issued	Register#	Reason	First#	Last#	Amount
			-		
11/06/20	2020-56	Small Business Grants	7188	7254	\$309,760.00
11/10/20	2020-57	Tenant Security Deposit Release	7255	7255	\$5,000.00
11/13/20		VIMLY Benefit Solutions - HRA		ACH	\$391.15
11/13/20	2020-58	Small Business Grants	7256	7324	\$262,212.38
11/13/20		Payroll Mid-month Draws		ACH	\$3,250.00
11/15/20	2020-59	Mid-Month Payables	7325	7391	\$264,122.99
11/20/20	2020-60	Small Business Grants	7392	7430	\$171,574.32
11/27/20		WA Dept of Revenue - Sales Tax		ACH	\$3,072.61
11/30/20	2020-61	November Payroll	7431	7433	\$202,842.80
11/30/20	2020-62	Month-end Payables	7434	7493	\$249,589.17

Transactions for approval Decmber 8, 2020 total:

\$1,471,815.42

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.

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Chief Executive Officer	Jems / . / Land
Dir of Finance & Admin.	monica Lough
Director Baldwin	
Director Etherington	
Director Huffman	
Director Loebsack	
Direct Spurgeon	
Director Turner	

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 November 6, 2020 checks 7188 - 7254 in the amount of

\$ 309,760.00

Jim Kuntz, Chief Executive Officer

Date Issued	Claimant	Purpose	Check Number	Amount
133464				
	City of Cashmere CARES	II Act Grants		
11/06/2020	Create Cashmere		7197	5,000.00
	Net City of Cashmere CARES II Act (Grants	***************************************	\$5,000.00
	Chelan County CARES I	I Act Grants		
11/06/2020	1 Way Auto Sales		7188	5,000.00
11/06/2020	1st Enviro Safety		7247	5,000.00
11/06/2020	Alpine Woodworks, LLC		7189	5,000.00
11/06/2020	Antique Mall at Cashmere		7190	5,000.00
11/06/2020	Antique Mall of Wenatchee		7216	5,000.00
11/06/2020	Apple Inn Motel		7211	5,000.00
11/06/2020	Avenue Motel		7220	5,000.00
11/06/2020	Axe Bliss		7191	5,000.00
11/06/2020	Benson Vineyards		7192	5,000.0
11/06/2020	Cashmere Mini Mart		7243	5,000.0
11/06/2020	CC Consulting		7194	5,000.0
11/06/2020	De La Sol Services		7212	5,000.0
11/06/2020	Designer Floors		7240	5,000.0
11/06/2020	Draggoo Financial Group		7199	5,000.0
11/06/2020	Elvis Garcia Yoga		7201	5,000.0
11/06/2020	Full Bloom Flowers and Plants		7205	5,000.0
11/06/2020	Gale Orchards Co.		7206	5,000.00
11/06/2020	Gallagher Consulting		7249	5,000.00
11/06/2020	Good Old Boys Yard & Tree		7239	5,000.00
11/06/2020	Horan Estates Winery		7209	5,000.00
11/06/2020	Katrina's Wedding Boutique		7218	5,000.00
11/06/2020	Lake Chelan NOW		7222	5,000.0
11/06/2020	Mollie M. Gross		7226	3,500.00
11/06/2020	Norwood Wine Bar		7213	5,000.00
11/06/2020	NuClear Building Maintenance		7246	5,000.00
11/06/2020	Pamela Mullen, Independent Contractor		7229	5,000.00
11/06/2020	Pioneer Market		7198	5,000.00
11/06/2020	R & S Upholstery		7232	5,000.00
11/06/2020	Raul Sanchez Orchards		7235	5,000.00
11/06/2020	Ray's Vinyl Repair		7236	5,000.00
11/06/2020	Riverstone Massage & Wellness		7224	5,000.00
11/06/2020	Shelton's Finish Work		7203	5,000.00
11/06/2020	Skydive Chelan, LLC		7244	5,000.00

	2020-0	,	
11/06/2020	Travelodge	7228	5,000.00
11/06/2020	Trinity Inflatables	7250	5,000.00
11/06/2020	• ,	7251	5,000.00
11/06/2020	•	7193	5,000.00
11/06/2020	•	7254	5,000.00
	Net Chelan County CARES Act Grants	-	\$188,500.00
	City of Wenatchee CARES Gran	nt	
11/06/2020		7237	5,000.00
11/06/2020	Arno Martinez Law, PLLC	7231	1,000.00
11/06/2020		7195	1,000.00
11/06/2020		7196	2,000.00
11/06/2020		7202	1,000.00
11/06/2020	<u> </u>	7204	2,000.00
11/06/2020		7210	2,500.00
11/06/2020	Johnny's Quality Lawn Service	7215	1,000.00
11/06/2020		7245	2,500.00
11/06/2020	•	7214	2,500.00
11/06/2020	· ·	7227	2,000.00
11/06/2020		7230	10,000.00
11/06/2020	• , ,	7233	10,000.00
11/06/2020		7217	1,000.00
11/06/2020		7238	5,000.00
11/06/2020	Tiki Hawaiian Barbeque	7248	10,000.00
11/06/2020	·	7252	10,000.00
	Net City of Wenatchee CARES Grant	· - · · · ·	\$68,500.00
	Chelan Douglas Counties CDBG G	irant	
11/06/2020	Eagle Studios NCW	7200	E 000 00
11/06/2020	Everyday Strength	7200	5,000.00
1170072020	Net Chelan Douglas Counties CDBG Grant	/241	5,000.00
	Net Official Douglas Counties CDDG Graffit	=	\$10,000.00
	Douglas County CARES II Act Gra		
11/06/2020	Jameson Lake Resort	7207	5,000.00
11/06/2020	GMB Painting	7208	5,000.00
11/06/2020	Lee Li Bakes Bake House	7221	3,390.00 -
11/06/2020	Vidal's Cleaning Services	7223	5,000.00
11/06/2020		7225	5,000.00
	Rantzair, Inc	7234	5,000.00
	His Grace Counseling & Education Services	7242	3,940.00
11/06/2020	Yours, Mine & Ours Candles & More	7253	5,000.00
	Net Douglas County CARES II Act Grants		\$37,330.00
	Working WA Grants - Chelan Cou	nty	
11/06/2020	Kristi Bryant-Mayer	7219	\$430.00
	Net Working WA Grants - Chelan County		\$430.00
	TOTAL		¢200 700 00
	IOIAL	=	\$309,760.00

VOIDS: N/A

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.

	al November 10, 2020 check 7255 in Jim Kuntz, Chief Executive Officer nica Lough, Director of Finance & Admin	Jan M. Mars	\$	5,000.00
Date Issued	Claimant	Purpose Check Number	-	Amount
11/10/2020	OLDS STATION BUSINESS PARE Cascade Quality Molding Inc Net Olds Station Business Park	Release of Security Deposit 7255		5,000.00 5,000.00
	TOTAL			\$5,000.00

Void: N/A

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 November 13, 2020 checks 7256 - 7296, **7**298 - 7324 in the amount of

\$ 262,212.38

Jim Kuntz, Chief Executive Officer

Date Issued	Claimant Purp	ose Check Number	Amount
	City of Entiat CARES Act Grants		
11/13/2020	Entiat Pub & Grub	7318	5,000.00
11/13/2020	Rookard Custom Pools	7298	5,000.00
11/13/2020	Stormin Towing & Transport	7311	1,736.00
	Stormy Mountain Soaps	7277	3,264.00
	Net City of Entiat CARES Act Grants	Manager Manage	15,000.00
	Chelan County CARES Act Grants		
11/13/2020	Spanish La Pera Radio TV	7295	442.38
	Net Chelan County CARES Act Grants		\$442.38
	Chelan County CARES II Act Grants		
11/13/2020	A Baker Painting	7261	5,000.00
11/13/2020	Barns Etc. Hard Cider Shed	7258	5,000.00
11/13/2020	Black Rock Geosciences	7260	5,000.0
11/13/2020	Chelan Shell Foodmart	7271	5,000.0
11/13/2020	Haus Hanika	7312	5,000.0
11/13/2020	Karlie McCardle	7280	4,290.00
11/13/2020	Kountry Kids Daycare	7282	5,000.00
11/13/2020	Leavenworth Outdoor Center	7283	5,000.00
11/13/2020	Manson Holding Co.	7287	1,500.00
11/13/2020	Mi Puerto Mexican Food	7290	5,000.00
11/13/2020	Ms. A 2 Inc.	7291	5,000.00
11/13/2020	Prentice Irrigation	7294	5,000.00
	Reqwest Tours & Transportation	7324	4,000.00
11/13/2020	Rookard Custom Pools	7298	5,000.00
11/13/2020	Sage Real Estate	7302	5,000.00
11/13/2020	Sip and Paint Leavenworth	7256	5,000.00
11/13/2020	Son of a Brisket Catering	7307	5,000.00
11/13/2020		7308	5,000.00
11/13/2020	Warman Orchard	7320	1,080.00
11/13/2020	Wenatchee Midwife & Childbirth Center	7323	1,500.00
	Net Chelan County CARES Act Grants	-	\$87,370.00
	Chelan/Douglas County CARES Act II - Nonpro	fit Grants	
11/13/2020	Waterville Main Street Association	7321	1,400.00
	Net Chelan/Douglas County CARES Act II - Nonp	rofits Grants	\$1,400.00
Register 2020-58 11	1-13-20.xlsx 1 of 3	manuschild	

City of Wenatchee CARES Grant

11/13/2020	A+ Learning Solutions	7278	2,500.00
11/13/2020	Alexander's Salon	7284	10,000.00
11/13/2020	Atlas Fare	7257	3,000.00
11/13/2020	Bella Sera	7265	1,000.00
11/13/2020	Café Columbia	7286	5,000.00
11/13/2020	Columbia Valley Brewing	7263	10,000.00
11/13/2020	Commercial Printing, Inc.	7264	5,000.00
11/13/2020	Cutting Edge Barber Shop	7269	10,000.00
11/13/2020	Designer Floors	7304	2,000.00
11/13/2020	Field & Compass	7314	2,000.00
11/13/2020	Haglund's Trophies	7272	2,000.00
11/13/2020	Hello Gorgeous!	7268	2,500.00
11/13/2020	Holben's Barber Shop	7279	2,500.00
11/13/2020	Hope Services	7273	2,000.00
11/13/2020	Howell at the Moon Productions	7275	1,000.00
11/13/2020	Icicle River Co	7274	2,000.00
11/13/2020	Leandro's Coffee	7288	2,000.00
11/13/2020	M & E Memorial Markers	7285	2,500.00
11/13/2020	Mike's Meats & Seafood	7289	1,000.00
11/13/2020	Mulberry Manor Boutique	7281	5,000.00
11/13/2020	Ole Soul Studio	7276	1,000.00
	Platinum Studios	7293	1,000.00
	Rafas Satellites	7296	1,000.00
11/13/2020	Roxi's Cleaning	7300	2,500.00
	Saddle Rock Pub & Brewery	7301	5,000.00
11/13/2020		7303	1,000.00
11/13/2020	Skeeterbuggins Productions	7306	1,000.00
11/13/2020	Spring Lotus	7309	10,000.00
11/13/2020	Spruce and Willow Home	7310	2,000.00
11/13/2020	The Sugaring Hut	7262	2,500.00
11/13/2020	The Wurst on the Ave.	7267	5,000.00
11/13/2020	Treasure Hunters Store	7315	1,000.00
11/13/2020	Tumbleweed Shop and Studio	7316	5,000.00
11/13/2020	Two Chefs Catering	7317	2,500.00
11/13/2020	Vermilyea Pelle	7319	2,000.00
11/13/2020	Wenatchee Cleaning Service	7313	7,500.00
	Net City of Wenatchee CARES Grant		\$123,000.00
	Wenatchee CDBG Grant		
11/13/2020	Enfoque Media Group	7270	5,000.00
11/10/2020	Net Wenatchee CDBG Grant	1210	\$5,000.00
	Net Wehatchee ODBO Grant		\$5,000.00
	Douglas County CARES II Act Grants		
	Bit Capital Group	7259	5,000.00
	Double P Ranch	7266	5,000.00
	Nystrom Trucking	7292	5,000.00
	Root Factor Irrigation and Landscape	7299	5,000.00
	Sharp Customs	7305	5,000.00
11/13/2020	Weaver Trucking	7322	5,000.00
	Net Douglas County CARES II Act Grants		\$30,000.00
	TOTAL		\$262,212.38

VOIDS: 7297

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 November 13, 2020 checks 7325 - 7347, 7349 - 7391 in the amount of

\$ 264,122.99

Jim Kuntz, Chief Executive Officer

Date Issued	Claimant	Purpose	Check Number	Amount
10000	CASHMERE MILL DISTRICT			10.01
11/15/20	Banner Bank - RR	Maintenance	7326	40.04
11/15/20	Chelan County PUD	Electricity	7340	1,290.79 1,169.42
11/15/20	City of Cashmere	Water/Sewer	7343 7386	714.27
11/15/20	Waste Management	Waste Mgmt	7300 _	\$3,214.52
	Net Cashmere Mill District		=	ψ0,214.02
	CONFLUENCE TECHNOLOGY CENTE			225.22
11/15/20	Banner Bank - TD	Misc. Office	7335	625.30
11/15/20	Chelan County PUD	Electricity/Water	7340	7,148.65
11/15/20	City of Wenatchee	Sewer	7344	334.67
11/15/20	GFC Services	Custodial Services	7352	4,600.40
11/15/20	Kidder Mathews Corporate Accounting	Market rent study	7360	4,000.00
11/15/20	Lowe's	Maintenance supplies	7361	15.62
11/15/20	North Cascades Heating & A/C	HVAC	7365	5,433.14
11/15/20	Northwest Architectural Products	Partition maintenance	7366	2,034.38
11/15/20	Office Depot	Office Supplies	7367	21.44
11/15/20	Pacific Security	Security patrol	7370	352.25
11/15/20	Stoneway Electric Supply	Building Repairs	7377	167.97
11/15/20	TLC Management, Inc	Landscaping services	7379	10,283.64
11/15/20	Waste Management	Waste Mgmt	7386	747.90
11/15/20	Ziply Fiber	Telephone	7390	1,087.63
	Net Confluence Technology Center		=	\$36,852.99
124	DOWNTOWN WENATCHEE SOUTH	_		
11/15/20	Chelan County PUD	Utilities	7340	941.18
11/15/20	City of Wenatchee	Utilities	7344	800.39
11/15/20	Inland Fire Protection, Inc.	Maintenance	7357	6,117.77
	Net Downtown Wenatchee South		=	\$7,859.34
	OLDS STATION BUSINESS PARK			
11/15/20	Chelan County PUD	Electricity/Water	7340	1,007.54
11/15/20	City of Wenatchee	Stormwater	7344	616.99
11/15/20	Ferguson Enterprises, Inc.	Bldg Maint & Repairs	7328	278.89
11/15/20	Home Depot Pro	Small equipment supplies	7354	358.03
11/15/20	North Cascades Heating & A/C	Bldg Maint & Repairs	7365	542.50
11/15/20	Stemilt World Famous Compost	Landscaping disposal	7376	70.00
11/15/20	Waste Management	Waste Mgmt	7386	245.40
11/15/20	Waste Management	Landscaping disposal	7391	59.83
	Net Olds Station Business Park			\$3,179.18

	PANGBORN AIRPORT			
11/15/20	Ag Supply Co.	Terminal & Airfield Maint.	7330	53.89
11/15/20	Apple Valley Pumping Service	Terminal Maintenance	7332	600.00
11/15/20	Avfuel Corp	Fuel	7333	44,637.91
11/15/20	Banner Bank - TF	Vehicle & Equipment Maint.	7336	749.37
11/15/20	Banner Bank - TM	Conference & FBO misc. expense	7337	2,176.18
11/15/20	Camcal Inc	FBO expense	7339	818.24
11/15/20	Cintas Corporation	Uniforms and shop towels	7342	175.83
11/15/20	Douglas County PUD	Electricity/Water	7349	1,960.00
11/15/20	Ferguson Enterprises, Inc.	Terminal Maintenance	7328	1,005.44
11/15/20	Go USA, Inc.	Port Authority hats	7353	731.98
11/15/20	Home Depot Pro	Terminal supplies	7354	398.05
11/15/20	Jerry's Auto Supply	Vehicle & Equipment supplies	7359	1,989.63
11/15/20	Lowe's	Aviation maintenance supplies	7361	1,452.98
11/15/20	M-B Companies, Inc	Vehicle & Equipment Maint.	7362	559.82
11/15/20	Moon Security Services, Inc	Security services	7364	42.24
11/15/20	OSHKOSH Airport Products, LLC	Vehicle & Equipment Maint.	7368	3,732.60
11/15/20	Oxarc Inc.	Gas cylinder rental	7369	79.37
11/15/20	T-O Engineers	Engineering/Professional srvcs	7378	92.50
11/15/20	Two Rivers Terminal, LLC	Winterizing	7381	5,634.44
11/15/20	United Rotary Brush Corporation	Vehicle & Equipment Maint.	7382	5,829.60
11/15/20	Verizon Wireless	On call phones	7383	65.88
11/15/20	Volaire Aviation Inc	Engineering/Professional srvcs	7385	4,792.45
11/15/20	Waste Management	Waste Mgmt.	7386	814.01
11/10/20	Net Pangborn Airport	v. 2.5.0		\$78,392.41
	PANGBORN AIRPORT BUSINESS PARK			
11/15/20	Beckstead Electric, Inc.	Building repairs	7338	1,632.78
11/15/20	Douglas County PUD	Electricity	7349	1,184.00
11/15/20	North Cascades Heating & A/C	Building repairs	7365	395.87
11/15/20	Peaceful Retreat Yard Care & Landscaping	Landscaping services	7371	2,842.88
11/15/20	York Building Services, Inc.	Janitorial services	7389	1,535.00
	Net Pangborn Airport Business Park			\$7,590.53
	•			
	RPA OFFICE/AVIATION CENTER			
11/15/20	Banner Bank - RR	Modular building expenses	7326	859.82
11/15/20	Douglas County PUD	Electricity	7349	801.00
11/15/20	Rosales Landscaping Inc.	Landscape services	7375	2,003.55
11/15/20	Stoneway Electric Supply	Building Maint & Repairs	7377	1,116.38
11/15/20	Waste Management	Waste Mgmt.	7386	348.60
	Net RPA Office/Aviation Center			\$5,129.35
	LAKE CHELAN AIRPORT			
11/15/20	Vita Green LLC	Maintenance	7384	555.04
	Net Lake Chelan Airport			\$555.04
	MANSFIELD AIRPORT			
	MANORIEED AND OTT			
11/15/20	Douglas County PUD	Utilities	7349	48.00
11/15/20		Utilities	7349	48.00 \$48.00

	ORONDO RIVER PARK			
11/15/20	After Hours Plumbing & Heating, Inc.	Maintenance services	7329	494.66
11/15/20	Peaceful Retreat Yard Care & Landscaping	Landscaping services	7371	3,065.36
11/15/20	Waste Management	Utilities	7386	123.42
	Net Orondo River Park			\$3,683.44
,				
	PYBUS INCUBATOR			
11/15/20	Apple Pi Janitorial LLC	Janitorial services	7331	454.52
	Net Pybus Incubator			\$454,52
	MALAGA PROPERTY			
11/15/20	Banner Bank - RR	Maintenance supplies	7326	57.95
11/15/20	Chelan County PUD	Utilities	7340	24.31
	Net Malaga Property			\$82.26
	PESHASTIN PROPERTY			
11/15/20	Apple Valley Pumping Service	Portable toilet rental	7332	90.00
11/15/20	Net Peshastin Property	Fortable tollet ferital	7002	\$90.00
	Het i company		:	\$30.00
	ADMINISTRATIVE & GENERAL			
11/15/20	Banner Bank - PE	Offices supplies	7325	535.11
11/15/20	Banner Bank - RR	Returned supplies	7326	-19.04
11/15/20	Banner Bank - CL	Subscription	7334	79.00
11/15/20	Coleman Oil Company	Port vehicle fuel	7345	195.66
11/15/20	Commercial Printing, Inc.	Supplies	7346	211,74
11/15/20	CrossRoads Strategies, LLC	Consulting fee	7347	3,333.33
11/15/20	Federal Express Corp	Shipping	7350	107.34
11/15/20	James Kuntz	Lunch meeting	7358	70.00
11/15/20	Office Depot	Supplies	7367	133.94
11/15/20	RH2 Engineering, Inc.	Engineering/Professional services	7373	8,000.00
11/15/20	Ron Cridlebaugh	Mileage	7374	71.30
11/15/20	Trent Moyers	Travel meals	7380	211.00
11/15/20	Xerox Corporation	Copier services	7388	533.61
	Net Administrative & General		<u>.</u> _	\$13,462.99
			-	
	BUSINESS DEVELOPMENT & MARKETIN	<u>NG</u>		
11/15/20	Banner Bank - PE	Marketing material	7325	139.79
11/15/20	Banner Bank - RC	Marketing material	7327	212.51
11/15/20	Banner Bank - TD	Logo wear	7335	217.39
11/15/20	Cherry Creek Media	Advertising	7341	4,750,00
11/15/20	Firefly	IT services	7351	26.25
11/15/20	Icicle Broadcasting - Chelan	Advertising	7356	630.00
11/15/20	Planning Association of Washington	Marketing	7372	150.00
11/15/20	Wenatchee World	Advertising	7387	737.04
	Net Business Development & Marketing		¥	\$6,862.98
	ECONOMIC DEV CONTR - NONPROFITS			
11/15/20	Manson Chamber of Commerce.	3Q Econ Dev Funding	7363	2 750 00
INTOILU	Net Economic Dev Contr - Nonprofits	od Econ Devi unuling	7000 _	3,750.00 \$3,750.00
	The modulum bet botter - Houbtonto		5	φο, / ου.υυ

CA	PIT	AL	PRO	JECTS
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11/15/20 Hurst Construction LLC Terminal water line 7355 27,490 11/15/20 RH2 Engineering, Inc. Exec Flight HVAC 7373 3,892 11/15/20 T-O Engineers Professional Services 7378 60,690			TOTAL		\$264,122.99
11/15/20 Hurst Construction LLC Terminal water line 7355 27,490 11/15/20 RH2 Engineering, Inc. Exec Flight HVAC 7373 3,892		Net Capital Projects			\$92,915.44
11/15/20 Hurst Construction LLC Terminal water line 7355 27,490	11/15/20	T-O Engineers	Professional Services	7378	60,690.34
	11/15/20	RH2 Engineering, Inc.	Exec Flight HVAC	7373	3,892.03
11/15/20 Banner Bank - TF CDRPA Vehicle expense 7336 842	11/15/20	Hurst Construction LLC	Terminal water line	7355	27,490.59
	11/15/20	Banner Bank - TF	CDRPA Vehicle expense	7336	842.48

Void: 7348

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 November 20, 2020 checks 7392 - 7430 in the amount of

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171,574.32

Jim Kuntz, Chief Executive Officer

Date Issued	Claimant	Purpose	Check Number	Amount
	City of Cashmere CARES II	Act Grants		
11/20/2020	Tagueria El Chavo		7412	3,000.00
	Net City of Cashmere CARES II Act G	rants	Table 1	\$3,000.00
	Chelan County CARES A	ct Grants		
11/20/2020	Jaeda Vaughn		7407	74.32
	Net Chelan County CARES Act Grants	;	Management of the Control of the Con	\$74.32
	Chelan County CARES II A	Act Grants		
11/20/2020	Four Lakes Winery		7401	5,000.00
11/20/2020	Mima's Famous Salsa		7397	5,000.00
	P & P Remodeling Services		7421	5,000.00
	Renaissance Cafe		7422	5,000.00
11/20/2020			7427	5,000.00
11/20/2020	The Laundry Basket		7428	5,000.00
	Net Chelan County CARES II Act Gran	its	***************************************	\$30,000.00
	CDRPA - Ready To Reope	en Grants		
11/20/2020	Familia Maldonado Orchard		7400	1,000.00
11/20/2020			7410	1,000.00
	Net CDRPA - Ready To Reopen Grant	S	Annual Control of Cont	\$2,000.00
	CDRPA - Rent Participati			
11/20/2020	0000 101100	ke Chic Studio	7409	1,000.00
	Net CDRPA - Rent Participation Grant		galle companies and an analysis of the second secon	\$1,000.00
	City of Wenatchee CARE	S Grant		
11/20/2020	Bella Bistro		7394	10,000.00
11/20/2020	Ben Holten Films		7395	1,000.00
11/20/2020	Bodyworks Therapeutic Massage		7419	2,500.00
11/20/2020	Children's Gate Montessori School		7396	5,000.00
	Early Discoveries EEC		7399	5,000.00
			7402	2,000.00
11/20/2020	GPA Embroidery & Screen Printing		1402	
11/20/2020 11/20/2020			7405	2,000.00
11/20/2020 11/20/2020 11/20/2020	GPA Embroidery & Screen Printing			2,000.00 1,000.00 5,000.00

	2020-00		
11/20/2020	Merry Maids No 355	7414	10,000.00
11/20/2020	Native Network	7418	5,000.00
11/20/2020	Seeds Learning Center and Academy	7423	5,000.00
11/20/2020	· · · · · · · · · · · · · · · · · · ·	7424	2,000.00
11/20/2020	· ·	7425	5,000.00
	The Sidecar Lounge	7429	10,000.00
	Workout Warehouse	7403	5,000.00
	Net City of Wenatchee CARES Grant	_	\$75,500.00
	•	=	
	City of East Wenatchee CARES Grant		
11/20/2020	·	7411	5,000.00
	NCW Drywall	7398	5,000.00
	San Francisco Sourdough Eatery	7404	5,000.00
	SolStone Massage Therapy	7417	5,000.00
	Superior Homes & Renovations	7426	5,000.00
11/20/2020		7408	5,000.00
11/20/2020	Wink Optometric	7430 _	5,000.00
	Net City of East Wenatchee CARES Grant	=	\$35,000.00
	Douglas County CARES II Act Grants		
11/20/2020	Acabonline LLC	7392	5,000.00
11/20/2020	Eagle Rock Café	7420	5,000.00
	Net Douglas County CARES II Act Grants		\$10,000.00
	Working WA Grants - Douglas County		
11/00/0000	Ring-A-Bells Catering	7393	5,000.00
11/20/2020	Net Working WA Grants - Douglas County	7000	\$5,000.00
	Net Working WA Grants - Douglas County	**	ψ5,000.00
	CDBG - East Wenatchee Grants		
11/20/2020	Adorabella Salon	7416	5,000.00
11/20/2020	Myo Therapeutics	7415	5,000.00
	Net CDBG - East Wenatchee Grants	=	\$10,000.00
	TOTAL	<u>.</u> _	\$171,574.32
		=	

VOIDS: N/A

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 November 30, 2020, checks 7431 - 7433 & electronic payments in the amount of:

202,842.80

Jim Kuntz, Chief Executive Officer

Date Issued	Claimant	Purpose	Check Number	Amount
	Payroll		-	4 470 00
11/30/20	Baldwin, Janet L	November 2020 Payroll	EFT	1,476.68
11/30/20	Bealinda Tidd	November 2020 Payroll	EFT	3,030.23
11/30/20	Beidler, Camryn N	November 2020 Payroll	EFT	1,714.86
11/30/20	Camarillo Reyes, Laura	November 2020 Payroll	EFT	2,655.23
11/30/20	Chatriand, Bobbie J	November 2020 Payroll	EFT	2,687.89
11/30/20	Cridlebaugh, Ronald W	November 2020 Payroll	EFT	5,669.77
11/30/20	de Mestre, Stacie	November 2020 Payroll	EFT	491.47
11/30/20	Deenik, Sarah K	November 2020 Payroll	EFT	284.63
11/30/20	Degnan, Tricia E	November 2020 Payroll	EFT	4,239.60
11/30/20	Etherington, Donn	November 2020 Payroll	EFT	1,625.56
11/30/20	Flaget, Todd R	November 2020 Payroll	EFT	3,684.57
11/30/20	Harris, Camille L	November 2020 Payroll	EFT	3,001.90
11/30/20	Huffman, James D	November 2020 Payroll	EFT	1,557.55
11/30/20	Kuntz, James M	November 2020 Payroll	EFT	12,292.79
11/30/20	Lamb, Kennith R	November 2020 Payroll	EFT	4,076.84
11/30/20	Lamb, Shane C	November 2020 Payroll	EFT	2,573.09
11/30/20	Lape, Felicity D	November 2020 Payroll	EFT	999.91
11/30/20	Larsen, Craig N	November 2020 Payroll	EFT	5,946.81
11/30/20	Loebsack, W Alan	November 2020 Payroll	EFT	542.10
11/30/20	Lough, Monica D	November 2020 Payroll	EFT	7,495.14
11/30/20	Martinez, Rafael	November 2020 Payroll	EFT	2,928.45
11/30/20	McKivor, Esther S	November 2020 Payroll	EFT	3,757.77
11/30/20	Moyers, Trent D	November 2020 Payroll	EFT	7,141.98
11/30/20	Orr, Marcus J	November 2020 Payroll	EFT	3,471.45
11/30/20	Ramos, Jorge E	November 2020 Payroll	EFT	1,963.11
11/30/20	Russ, Ronald R	November 2020 Payroll	EFT	5,509.29
11/30/20	Russell, Justin L	November 2020 Payroll	EFT	2,976.22

11/30/20	Sanchez, Edwin C	November 2020 Payroll	EFT	1,342.98
11/30/20	Scott, Tristan L	November 2020 Payroll	EFT	2,322.70
11/30/20	Smith, Charles B	November 2020 Payroll	EFT	3,287.75
11/30/20	Spurgeon, Mark M	November 2020 Payroll	EFT	1,014.13
11/30/20	Turner, Rory A	November 2020 Payroll	EFT	1,476.68
11/30/20	Vargas, Manuel A	November 2020 Payroll	EFT	3,711.27
11/30/20	Washington Counties Insurance Fund	December Insurance	7431	29,044.39
11/30/20	HRA VEBA Trust	November VEBA	7432	2,000.00
11/30/20	Bealinda Tidd	November Sunshine func	7433	107.00
11/30/20	Department of Retirement Systems	November Retirement	ACH	31,429.61
11/30/20	US Treasury	November Payroll taxes	EFTPS	33,311.40
	Net Payroll			202,842.80

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 November 30, 2020 checks 7434 - 7493 in the amount of

\$ 249,589.17

Jim Kuntz, Chief Executive Officer

Transmission Tran	Date Issued	Claimant	Purpose	Check Number	Amount
11/30/2020	11/30/2020		Fire Alarm Services	7464 _	181.77 \$181.77
11/30/2020		CONFLUENCE TECHNOLOGY CENTER			
11/30/2020	11/30/2020		Natural Gas	7438	23.68
11/30/2020			IT Support	7452	1,464.75
11/30/2020 Kelley Imaging Systems, Inc. Copier service 7462 168.15 11/30/2020 Local Tel Communications Fire Sprinkler 7464 517.05 11/30/2020 Local Tel Communications Fire Sprinkler 7464 517.05 11/30/2020 Raven Glass & Mirror Building repairs 7476 1.067.14 11/30/2020 TLC Management, Inc Landscape maintenance 7488 1.927.81 11/30/2020 Ziply Fiber Phone/Cable/Internet 7493 1.119.76 11/30/2020 TLC Management, Inc Landscape maintenance 7488 1.927.81 11/30/2020 Ziply Fiber Phone/Cable/Internet 7493 1.119.76 11/30/2020 Cascade Natural Gas Utilities 7438 260.41 11/30/2020 Cascade Natural Gas Utilities 7438 260.41 11/30/2020 Cascade Natural Gas Natural Gas 7438 24.55 11/30/2020 Chelan County PUD Water 7439 693.11 11/30/2020 Chelan County PUD Water 7439 693.11 11/30/2020 Consolidated Electrical Distributors, Inc Building Maintenance 7443 17.96 11/30/2020 Coll Associates Professional Services 7463 29.00 11/30/2020 Coel Tel Communications Alarm System 7464 572.80 11/30/2020 Local Tel Communications Alarm System 7465 188.41 11/30/2020 Ag Supply Co. Fuel 7434 850.51 11/30/2020 Ag Supply Co. Fuel 7436 20.064.51 11/30/2020 Called Corp Jet Fuel 7436 20.064.51 11/30/2020 Corbergy Shop supplies 7441 1.010.71 11/30/2020 Colenergy Shop supplies 7449 317.36 11/30/2020 Colenergy Shop supplies 7449 317.3			199107 100 1991 100 100 100 100 100 100 100 10	7456	54.22
11/30/2020 Keyhole Security Inc. Security maintenance 7463 2,156.98 11/30/2020 Lowe's Maintenance supplies 7465 20.88 11/30/2020 Lowe's Maintenance supplies 7465 20.88 11/30/2020 TLC Management, Inc Landscape maintenance 7488 1,927.81 11/30/2020 Ziply Fiber Phone/Cable/Internet 7493 1,119.76 11/30/2020 TLC Management, Inc Landscape maintenance 7488 1,927.81 11/30/2020 Ziply Fiber Phone/Cable/Internet 7493 1,119.76 11/30/2020 Cascade Natural Gas Utilities 7438 260.41 11/30/2020 Keyhole Security Inc. Security Maintenance 7463 108.11 11/30/2020 Cascade Natural Gas Natural Gas Natural Gas 7438 24.56 11/30/2020 Chelan County PUD Water 7439 693.11 11/30/2020 Consolidated Electrical Distributors, Inc Building Maintenance 7443 17.98 11/30/2020 Consolidated Electrical Distributors, Inc Building Maintenance 7443 17.98 11/30/2020 Consolidated Electrical Distributors Alarm System 7464 572.88 11/30/2020 Local Tel Communications Alarm System 7465 188.46 11/30/2020 Stemiti World Famous Compost Yard waste 7434 850.57 11/30/2020 Ag Supply Co. Fuel 7434 850.57 11/30/2020 Cintas Corporation Uniforms and shop towels 7441 1.010.77 11/30/2020 Co-Energy Shop supplies 7441 1.010.77 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.36 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 317.30 31				7462	168.19
11/30/2020 Local Tel Communications Fire Sprinkler 7464 517.05			Security maintenance	7463	2,156.99
11/30/2020 Lowe's Maintenance supplies 7465 20.86				7464	517.09
11/30/2020 Raven Glass & Mirror Landscape maintenance 7486 1,067,14 11/30/2020 T.L. Management, Inc Landscape maintenance 7488 1,927,81 11/30/2020 Ziply Fiber Net Confluence Technology Center Phone/Cable/Internet 7493 1,119,76 11/30/2020 Cascade Natural Gas Utilities 7438 260,44 11/30/2020 Keyhole Security Inc. Security Maintenance 7483 108,17 11/30/2020 Cascade Natural Gas Natural Gas Natural Gas 7438 24,55 11/30/2020 Chelan County PUD Water 7439 693,11 11/30/2020 Consolidated Electrical Distributors, Inc Building Maintenance 7443 17,98 11/30/2020 Consolidated Electrical Distributors, Inc Building Maintenance 7463 29,00 11/30/2020 Local Tel Communications Alarm System 7464 572,88 11/30/2020 Stemilt World Famous Compost Yard waste 7484 10,00 11/30/2020 Ayfuel Corp Jet Fuel 7436 20,064,5 11/30/2020 Collage Corporation Uniforms and shop towels 7440 58,6 11/30/2020 Collage County Sewer District No. 1 Sewer 7449 317,30 11/30/2020 Collage County Sewer District No. 1 Sewer 7449 317,30 11/30/2020 Collage County Sewer District No. 1 Sewer 7449 317,30 11/30/2020 Collage County Sewer District No. 1 Sewer 7449 317,30 11/30/2020 Collage County Sewer District No. 1 Sewer 7449 317,30 11/30/2020 Collage County Sewer District No. 1 Sewer 7449 317,30 11/30/2020 Collage County Sewer District No. 1 Sewer 7449 317,30 11/30/2020 Collage County Sewer District No. 1 Sewer 7449 317,30 11/30/2020 Collage County Sewer District No. 1 Sewer 7449 317,30 11/30/2020 Collage County Sewer District No. 1 Sewer 7449 317,30 11/30/2020 Collage County Sewer District No. 1 Sewer 7449 317,30 11/30/2020 Collage County Sewer District No. 1 Sewer 7449 317,30 11/30/2020 Collage County Sewer District No. 1 Sewer 7449 317,30 11/30/2020 Collag			1.72	7465	20.89
11/30/2020 TLC Management, Inc Landscape maintenance 7488 1,927.81			Building repairs	7476	1,067.14
Tit/30/2020			Landscape maintenance	7488	1,927.81
Net Confluence Technology Center			Phone/Cable/Internet	7493	1,119.76
11/30/2020 Cascade Natural Gas Utilities 7438 260.4°				_	\$8,520.52
11/30/2020 Cascade Natural Gas Utilities 7438 260.4				-	
11/30/2020 Keyhole Security Inc. Security Maintenance Natural Gas Security Maintenance Natural Gas N			(1/1972)	7400	200.44
Net Downtown Wenatchee South				30 CO	
11/30/2020 Cascade Natural Gas Natural Gas Natural Gas 7438 24.58 11/30/2020 Chelan County PUD Water 7439 693.17 11/30/2020 Consolidated Electrical Distributors, Inc Building Maintenance 7443 17.96 11/30/2020 DOH Associates Professional Services 7446 360.00 11/30/2020 Keyhole Security Inc. Locksmith services 7463 29.00 11/30/2020 Local Tel Communications Alarm System 7464 572.86 11/30/2020 Lowe's Maintenance supplies 7465 188.46 11/30/2020 Stemilt World Famous Compost Yard waste 7484 10.00 Net Olds Station Business Park 7434 850.57 11/30/2020 Avfuel Corp Jet Fuel 7436 20,064.56 11/30/2020 Cintas Corporation Uniforms and shop towels 7440 58.66 11/30/2020 Co-Energy Shop supplies 7441 1,010.77 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.36	11/30/2020		Security Maintenance	7463	
11/30/2020 Cascade Natural Gas Natural Gas 7438 24.56 11/30/2020 Chelan County PUD Water 7439 693.1° 11/30/2020 Consolidated Electrical Distributors, Inc Building Maintenance 7443 17.96 11/30/2020 DOH Associates Professional Services 7466 360.00 11/30/2020 Keyhole Security Inc. Locksmith services 7463 29.02 11/30/2020 Local Tel Communications Alarm System 7464 572.86 11/30/2020 Lowe's Maintenance supplies 7465 188.40 11/30/2020 Stemilt World Famous Compost Net Olds Station Business Park Yard waste 7484 10.00 11/30/2020 Ayfuel Corp Jet Fuel 7434 850.5° 11/30/2020 Avfuel Corp Jet Fuel 7436 20,064.5° 11/30/2020 Cintas Corporation Uniforms and shop towels 7441 1,010.7° 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.30		Net Downtown Wenatchee South			\$300.30
11/30/2020 Cascade Natural Gas Natural Gas 7438 24.56 11/30/2020 Chelan County PUD Water 7439 693.1° 11/30/2020 Consolidated Electrical Distributors, Inc Building Maintenance 7443 17.96 11/30/2020 DOH Associates Professional Services 7466 360.00 11/30/2020 Keyhole Security Inc. Locksmith services 7463 29.02 11/30/2020 Local Tel Communications Alarm System 7464 572.86 11/30/2020 Lowe's Maintenance supplies 7465 188.40 11/30/2020 Stemilt World Famous Compost Net Olds Station Business Park Yard waste 7484 10.00 11/30/2020 Ayfuel Corp Jet Fuel 7434 850.5° 11/30/2020 Avfuel Corp Jet Fuel 7436 20,064.5° 11/30/2020 Cintas Corporation Uniforms and shop towels 7441 1,010.7° 11/30/2020 Co-Energy Shop supplies 7441 1,010.7° 11/30/2020 Douglas County Sewer		OLDS STATION BUSINESS PARK			
11/30/2020 Chelan County PUD Water 7439 693.1° 11/30/2020 Consolidated Electrical Distributors, Inc Building Maintenance 7443 17.96 11/30/2020 DOH Associates Professional Services 7446 360.00 11/30/2020 Keyhole Security Inc. Locksmith services 7463 29.02 11/30/2020 Local Tel Communications Alarm System 7464 572.86 11/30/2020 Lowe's Maintenance supplies 7465 188.40 11/30/2020 Stemilt World Famous Compost Net Olds Station Business Park Yard waste 7484 10.00 11/30/2020 Ag Supply Co. Fuel 7434 850.5° 11/30/2020 Avfuel Corp Jet Fuel 7436 20,064.5° 11/30/2020 Cintas Corporation Uniforms and shop towels 7440 58.6° 11/30/2020 CO-Energy Shop supplies 7441 1,010.7° 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.3°	11/30/2020		Natural Gas	7438	24.58
11/30/2020 Consolidated Electrical Distributors, Inc Building Maintenance 7443 17.96 11/30/2020 DOH Associates Professional Services 7466 360.00 11/30/2020 Keyhole Security Inc. Locksmith services 7463 29.02 11/30/2020 Local Tel Communications Alarm System 7464 572.86 11/30/2020 Lowe's Maintenance supplies 7465 188.40 11/30/2020 Stemilt World Famous Compost Net Olds Station Business Park Yard waste 7484 10.00 PANGBORN AIRPORT 11/30/2020 Ayfuel Corp Jet Fuel 7434 850.50 11/30/2020 Avfuel Corp Jet Fuel 7436 20,064.56 11/30/2020 Cintas Corporation Uniforms and shop towels 7440 58.60 11/30/2020 CO-Energy Shop supplies 7441 1,010.77 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.34			Water	7439	693.11
11/30/2020 DOH Associates Professional Services 7446 360.00 11/30/2020 Keyhole Security Inc. Locksmith services 7463 29.02 11/30/2020 Local Tel Communications Alarm System 7464 572.86 11/30/2020 Lowe's Maintenance supplies 7484 10.00 11/30/2020 Stemilt World Famous Compost Net Olds Station Business Park Yard waste 7484 10.00 11/30/2020 Ag Supply Co. Fuel 7434 850.57 11/30/2020 Avfuel Corp Jet Fuel 7436 20,064.54 11/30/2020 Cintas Corporation Uniforms and shop towels 7440 58.67 11/30/2020 CO-Energy Shop supplies 7441 1,010.77 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.34			Building Maintenance	7443	17.98
11/30/2020 Keyhole Security Inc. Locksmith services 7463 29.02 11/30/2020 Local Tel Communications Alarm System 7464 572.86 11/30/2020 Lowe's Maintenance supplies 7465 188.46 11/30/2020 Stemilt World Famous Compost Net Olds Station Business Park Yard waste 7484 10.00 PANGBORN AIRPORT 11/30/2020 Ag Supply Co. Fuel 7434 850.57 11/30/2020 Avfuel Corp Jet Fuel 7436 20,064.56 11/30/2020 Cintas Corporation Uniforms and shop towels 7440 58.67 11/30/2020 CO-Energy Shop supplies 7441 1,010.77 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.36			Professional Services	7446	360.00
11/30/2020 Local Tel Communications Alarm System 7464 572.86			Locksmith services	7463	29.02
11/30/2020 Lowe's Maintenance supplies 7465 188.40 11/30/2020 Stemilt World Famous Compost Yard waste 7484 10.00 \$1,895.97			Alarm System	7464	572.88
11/30/2020 Stemilt World Famous Compost Net Olds Station Business Park Yard waste 7484 10.00 PANGBORN AIRPORT 11/30/2020 Ag Supply Co. Fuel 7434 850.5° 11/30/2020 Avfuel Corp Jet Fuel 7436 20,064.5° 11/30/2020 Cintas Corporation Uniforms and shop towels 7440 58.6° 11/30/2020 CO-Energy Shop supplies 7441 1,010.7° 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.3°			The state of the s	7465	188.40
Net Olds Station Business Park \$1,895.97 PANGBORN AIRPORT 11/30/2020 Ag Supply Co. Fuel 7434 850.5° 11/30/2020 Avfuel Corp Jet Fuel 7436 20,064.5° 11/30/2020 Cintas Corporation Uniforms and shop towels 7440 58.6° 11/30/2020 CO-Energy Shop supplies 7441 1,010.7° 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.3°				7484	10.00
11/30/2020 Ag Supply Co. Fuel 7434 850.5° 11/30/2020 Avfuel Corp Jet Fuel 7436 20,064.5° 11/30/2020 Cintas Corporation Uniforms and shop towels 7440 58.6° 11/30/2020 CO-Energy Shop supplies 7441 1,010.7° 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.3°	1170072020				\$1,895.97
11/30/2020 Ag Supply Co. Fuel 7434 850.57 11/30/2020 Avfuel Corp Jet Fuel 7436 20,064.56 11/30/2020 Cintas Corporation Uniforms and shop towels 7440 58.67 11/30/2020 CO-Energy Shop supplies 7441 1,010.77 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.36					
11/30/2020 Ag Supply Co. Fuel 7434 850.5° 11/30/2020 Avfuel Corp Jet Fuel 7436 20,064.5° 11/30/2020 Cintas Corporation Uniforms and shop towels 7440 58.6° 11/30/2020 CO-Energy Shop supplies 7441 1,010.7° 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.3°		PANGBORN AIRPORT			
11/30/2020 Avfuel Corp Jet Fuel 7436 20,064.54 11/30/2020 Cintas Corporation Uniforms and shop towels 7440 58.64 11/30/2020 CO-Energy Shop supplies 7441 1,010.77 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.34	11/30/2020		Fuel	7434	850.57
11/30/2020 Cintas Corporation Uniforms and shop towels 7440 58.6° 11/30/2020 CO-Energy Shop supplies 7441 1,010.7° 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.3°			Jet Fuel	7436	20,064.54
11/30/2020 CO-Energy Shop supplies 7441 1,010.77 11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.34			Uniforms and shop towels	7440	58.61
11/30/2020 Douglas County Sewer District No. 1 Sewer 7449 317.34				7441	1,010.77
				7449	317.34
11/30/2020 Fastenal Company Shop tools/supplies 7451 119.55			Shop tools/supplies	7451	119.53

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11/30/2020	Firefly	IT Support	7452	1,635.28
11/30/2020	Local Tel Communications	Phone/Internet/Cable	7464	833.49
11/30/2020	Norco Inc	Safety gear	7469	120.60
11/30/2020	Ogden Murphy Wallace, PLLC	Legal Services	7471	3,735.34
11/30/2020	Oxarc Inc.	Aviation/Terminal maintenance	7472	748.35
11/30/2020	RH2 Engineering, Inc.	Professional services	7477	2,276.81
11/30/2020	Shane Atkins	T-Hangar Overpayment	7481	23.02
	United Rotary Brush Corporation	Equipment maintenance	7489	483.85
	Net Pangborn Airport	• •		\$32,278.10
	PANGBORN AIRPORT BUSINESS PARK			
11/30/2020	Douglas County Sewer District No. 1	Sewer	7449	86.00
11/30/2020	Harvest Valley Pest Control	Quarterly pest control	7455	81.23
11/30/2020	Local Tel Communications	Fire Alarm Services	7464	171.13
11/30/2020	Stan's Merry Mart	Building supplies	7482	477.38
	Net Pangborn Airport Business Park			\$815.74
	RPA OFFICE/AVIATION CENTER			
11/30/2020	Cascade Natural Gas	Natural Gas	7438	3,366.47
11/30/2020	Douglas County Sewer District No. 1	Sewer	7449	156.52
	Office Depot	Supplies	7470	43.27
	Rosales Landscaping Inc.	Landscape services	7479	2,003.55
11/30/2020	* * * * * * * * * * * * * * * * * * * *	Electrical supplies	7485	70.59
	Net RPA Office/Aviation Center			\$5,640.40
	WATERVILLE AIRPORT			
11/30/2020	Douglas County PUD	Airport Rd	7448	35.00
	Net Waterville Airport			\$35.00
	ORONDO RIVER PARK			
11/30/2020	Douglas County PUD	Utilities	7448	63.00
11/30/2020	Local Tel Communications	Utilities	7464	65.90
11/30/2020	Pacific Security	Patrol Service	7474	1,135.00
	Net Orondo River Park			\$1,263.90
	MALAGA PROPERTY			
11/30/2020	Eurofins Cascade Analytical	Malaga property - Radium 226 & 228 testing	7450	387.00
	Net Malaga Property			\$387.00
	ADMINISTRATIVE & GENERAL			
	Coleman Oil Company	Fuel for Port Vehicles	7442	166.23
11/30/2020	Davis Arneil Law Firm, LLP	Legal Services	7444	8,174.00
	DOH Associates	Engineering services	7446	3,410.00
11/30/2020	Donn Etherington	Mileage	7447	49.22
11/30/2020	•	IT Support	7452	1,906.08
11/30/2020	J. C. Baldwin	Mileage	7458	20.13
11/30/2020	Jim Huffman	Mileage	7460	17.83
11/30/2020	Local Tel Communications	Telephone	7464	970.75
	Mark M. Spurgeon	Mileage	7466	47.50
	Office Depot	Office supplies	7470	69.34
	Ogden Murphy Wallace, PLLC	Legal Services	7471	3,402.50
11/30/2020	<u> </u>	Engineering services	7477	3,966.08
11/30/2020	Rory Turner	Mileage	7478	70.84
11/30/2020	State Auditor's Office	State Audits	7483	30,470.84
11/30/2020	W Alan Loebsack	Mileage	7490	96.26
	Net Administrative & General			\$52,837.60

	BUSINESS DEVELOPMENT & MARKETIN	IG		
11/30/2020	Davis Arneil Law Firm, LLP	Public Records Requests	7444	159.00
11/30/2020	Huney Jun	Marketing	7457	231.00
	Wenatchee World	Legal Advertising	7492	162.76
11100/2020	Net Business Development & Marketing	Logal Makertioning	1432	\$552.76
	Net Duamess Development & Marketing			\$332.70
	ECONOMIC DEV CONTR - NONPROFITS			
11/30/2020	Greater Wenatchee Area Tech Alliance	Economic Development Contribution	7453	11,750.00
	Net Economic Dev Contr - Nonprofits	·		\$11,750.00
	·			
	CAPITAL PROJECTS			
11/30/2020	Aircraft Deicing, Inc.	De-icing equipment	7435	6,801.76
11/30/2020	DOH Associates	IB #5 Gutters	7446	2,295.06
11/30/2020	Ogden Murphy Wallace, PLLC	Columbia St. Property	7471	1,362.60
11/30/2020	Ogden Murphy Wallace, PLLC	PMA Instrument Lighting System	7471	1,696.00
11/30/2020	Pacific Appraisal Associates, PLLC	Appraisal for Piepel property	7473	4,500.00
11/30/2020	Pacific Appraisal Associates, PLLC	Appraisal for Lytle property	7473	6,500.00
11/30/2020	Pacific Appraisal Associates, PLLC	Appraisal for VanWell property	7473	6,500.00
11/30/2020	Pape Machinery, Inc.	John Deere Snowblower Attachment	7475	15,743.10
11/30/2020	T-O Engineers	Pangborn Environmental Assmt	7486	49,173.31
11/30/2020	Washington Appraisal Services, Inc	Appraisal Review Fee for Piepel property	7491	1,157.14
11/30/2020	Washington Appraisal Services, Inc	Appraisal Review Fee for Lytle property	7491	1,671.43
11/30/2020	Washington Appraisal Services, Inc	Appraisal Review Fee for VanWell property	7491	1,671.43
	Net Capital Projects			\$99,071.83
	•			
		tchee CARES Grant		
11/30/2020	Blue Spoon, Inc	East Wenatchee CARES	7437	5,000.00
11/30/2020	Jacklyn Gutzwiler	East Wenatchee CARES	7459	5,000.00
11/30/2020	Mary's Daycare	East Wenatchee CARES	7467	5,000.00
11/30/2020	Salon Dore	East Wenatchee CARES	7480	5,000.00
11/30/2020	Taqueria Morelia	East Wenatchee CARES	7487	5,000.00
	Net City of East Wenatchee CARES Gran	τ		\$25,000.00
	Chelan/Douglas Co	ounties CDBG Grant		
11/30/2020	Hair by Graciela	Chelan/Douglas Counties CDBG	7454	4,000.00
11/30/2020	Cake Chic Studio	Chelan/Douglas Counties CDBG	7461	2,990.00
	Net Chelan/Douglas Counties CDBG Gra			\$6,990.00
	-			
	CDRPA - Ready	To Reopen Grants		
11/30/2020	Myo Therapeutics	CDRPA -Ready to Reopen	7468	1,000.00
	Net CDRPA - Ready To Reopen Grants			\$1,000.00
	CDDDA Done D	articipation Grant		
44/20/2020		•	7445	4 000 00
11/30/2020	Denise M. Holland Net CDRPA - Rent Participation Grant	Rent Participation FBO Myo Therapeutics	7445	1,000.00 \$1,000.00
				25 I . 1381LF. L381
	Net CDRFA - Nent Farticipation Grant			
	TOTAL			\$249,589.17

Void:

Port of Chelan County Check Register Log 2020 - November

Date Issued	Register#	Reason	First #	Last #	,	Amount
11/3/2020	2020-16	Mid-Month Payable	5080	5080	\$	4,963.50
11/18/2020	2020-17	Mid-Month Payable	5082	5082	\$	805.00
Transactions for	approval Decem	ber 8, 2020 total:				\$5,768.50
Voided checks: 5	5081					
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 Directo	or	Sm M 1/				
Dir. of Finance &	Admin.	Monica Lough				
Commissioner Ba	aldwin					

Commissioner Etherington

Commissioner Turner

Port of Chelan County Check Register 2020-16

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 November 3, 2020, check 5080, in the amount of \$

4,963.50

Jim Kuntz, Executive Director

Date Issued	Claimant	Purpose	Check #		Amount
11/3/2020	M. Vail Company	Release Retainage	5080	s	4,963.50

Port of Chelan County Check Register 2020-17

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 November 18, 2020, check 5082 in the amount of \$

805.00

Jim Kuntz, Executive Director

Date Issued	Claimant	Purpose	Check #	Amount
11/18/2020	Ogden Murphy Wallace, PLLC	Fibro Corp Litigation (50%)	5082	\$ 805.00

Port of Douglas County Check Register Log 2020 - November

Date Issued	Register #	Reason	First #	Last #	Amount	
11/6/2020	Wire	Payoff CWICC Bonds			\$	319,042.66
11/13/2020	2020-19	Mid Month Payable	5069	5070	\$	46,019.20
Transactions for approval December 8, 2020 total:					\$	365,061.86

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	Jan M. Max	
Dir. of Finance & Admin.	monica Lough	
Commissioner Huffman		
Commissioner Spurgeon		
Commissioner Loebsack		

Port of Douglas County Check Register 2020-19

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 November 13, 2020 checks 5069 and 5070 in the amount of

\$

46,019.20

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin

Date Issued	Claimant	Purpose	Check Number	Amount
11/13/20	Douglas County_PUD	Salcido CIAC #1	5069	4,897.70
11/13/20	Douglas County_PUD	Salcido CIAC #2	5070	41,121.50

TOTAL 46,019.20

Chelan Douglas Regional Port Authority

Memo

To: , Board of Directors

From: ∯Jim Kuntz

cc: None

Date: December 3, 2020

Re: Salcido Enterprises – Plan of Resolution

Consistent with the Plan of Resolution approved by the Board on November 24th, two agreements with Salcido need to be amended. The Land Lease Agreement and CIAC Agreement #2.

Please find enclosed both of these agreements for your review along with the overall Plan of Resolution.

PLAN OF RESOLUTION

This Plan of Resolution (the "Plan") is entered into by and between the following parties:

- 1. SALCIDO ENTERPRISES, LLC, a Washington limited liability company (the "Salcido");
- 2. CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation, successor-in-interest to the PORT OF DOUGLAS COUNTY, a Washington municipal corporation (the "Port").

RECITALS

- A. On July 13, 2016, Salcido and the Port entered into a land lease (the "Land Lease") for a portion of the Pangborn Airport Business Park known as Lot 17 located at 748 S. Billingsley Dr., East Wenatchee, Douglas County, Washington 98802 (the "Property"). The Land Lease carried a 35-year term that commenced on July 1, 2016 and is scheduled to terminate on June 30, 2051.
- B. In connection with the Land Lease, Salcido and the Port entered into two Contribution-In-Aid-of-Construction Agreements ("CIAC Agreements") whereby the Port agreed to defer costs Salcido owed to Public Utility No. 1 of Douglas County ("PUD") related to electric infrastructure costs. The two CIAC Agreements (referred to as "CIAC Agreement 1" and "CIAC Agreement 2") are described below.
- (1) <u>CIAC Agreement 1</u>. CIAC Agreement 1 required Salcido to pay \$33,957.20 as a down payment (30% of the costs of the electric infrastructure), with \$52,568.80 to be paid in bi-annual installments of \$6,586.80 on May 1 and November 1 of each year until paid. CIAC Agreement 1 also required Salcido to carry a performance bond in the amount of \$63,997 ("CIAC 1 Bond"). As of the date of this Agreement, Salcido owes \$15,999.20 on CIAC Agreement 1 (the "CIAC 1 Balance").
- as a down payment (30% of the costs of the electric infrastructure), with \$575,701 to be paid in bi-annual installments of \$57,570 on May 1 and November 1 of each year. CIAC Agreement 2 also required Salcido to carry a performance bond for the entire 575,701 initial amount due (the "CIAC 2 Bond Requirement"). For the entire term; there was no annual reduction of the CIAC 2 Bonding Requirement as Salcido made payments to the Port. As of the date of this Agreement, Salcido owes \$303,849.70 on CIAC Agreement 2 (the "CIAC 2 Balance"). Currently, Salcido is past due on its payment obligations on CIAC Agreement 2 in the amount of \$115,140.20, representing two payments owing for May 1, 2020 and November 1, 2020 (the "2020 CIAC 2 Payments"). The Port had previously granted Salcido an extension on the May 1, 2020 payment until November 1, 2020.
- C. On September 23, 2020, Salcido issued its subtenant, StepChange Data, Inc., a 30-day Notice to Comply or Vacate (the "Subtenant Notice") for noncompliance with the Sublease

for failure "to pay rent and/or utilities and/or recurring or periodic charges that are past due, as identified on the attachment in the amount of \$439,250.00." Salcido provided a copy of the Subtenant Notice to the Port. Among items required to be paid by StepChange Data, Inc., were the CIAC payments to the Port.

- D. After receiving the Subtenant Notice, the Port reviewed the Salcido Land Lease and CIAC Agreements and determined that Salcido's performance bond did not match the signed agreements because Salcido had been reducing the bond amount each year as it paid down the balance of its CIAC Agreements. Currently, Salcido has a performance bond for \$320,000, which only guarantees the performance of CIAC Agreement 2. The Port and Salcido engaged in discussions on the bonding requirements. Through those discussions, it was determined that Salcido did not procure a separate bond required under the Land Lease, and that the CIAC Agreements do not allow a reduction in the bond as payments are made.
- E. On November 3, 2020, the Port issued Salcido a Notice of Breach of Lease and a Notice of Breach of CIAC Agreement 2 (the "Salcido Notices") due to Salcido's failure to, among other things, properly bond the Land Lease and the CIAC Agreements. Salcido and the Port immediately engaged in discussions to find a resolution to address the Salcido Notices.
- F. The Port and Salcido have negotiated a resolution to the Salcido Notices and payment schedule for the CIAC Agreements as set forth in this Plan herein, subject to the conditions contained herein.

PLAN OF RESOLUTION

In an attempt to fully resolve the Salcido Notices and the various Bonding requirements under the CIAC Agreements and the Land Lease, Salcido and the Port agree as follows:

- 1. <u>Salcido Cash Payment</u>. On or before November 30, 2020, Salcido shall make a payment to the Port in the amount of \$64,426.90. Such payment shall be applied as follows:
- i. \$15,999.20 will be used to pay the remaining CIAC 1 Balance and CIAC Agreement 1 shall be deemed satisfied. No further bond shall be required for CIAC Agreement 1.
- ii. \$22,359.24 will be applied to deferred rent owed under the Land Lease that would otherwise be due January 1, 2021; and
 - iii. \$26,068.46 will be applied to the CIAC 2 Balance.
- 2. Amendment to CIAC Agreement 2. The Parties further agree that bonding requirement in CIAC Agreement 2 allows Salcido to obtain a performance for the remaining outstanding CIAC 2 Balance due at the time Salcido renews the performance bond each year. In addition, CIAC Agreement 2 will be amended to reflect that Salcido (i) may repay the remaining CIAC 2 Balance after application of the \$26,068.46 on a monthly payment cycle as finally approved by the Port board of directors, and (ii) make monthly installments of its CIAC 2 biannual payments on a monthly payment cycle as finally approved by the Port board of directors.
- 3. <u>Land Lease Amendment</u>. The Land Lease will be amended as follows: PLAN OF RESOLUTION

- i. To allow Salcido to pay the annual rental amount in equal monthly installments on the first day of each month, beginning on January 1, 2021.
- ii. That if Salcido fails to make a timely lease payment and fails to cure the default within 30 days of written notice of same, then the Port may make a claim against the bond in an amount equal to two years payment of rent plus leasehold tax.
- 4. New Salcido Bonding Requirement. Beginning on or before December 18, 2020, after Salcido makes the cash payment identified in section 1, above, Salcido's performance bond shall cover both CIAC Agreement 2 and the Land Lease as follows:

a. CIAC Agreement 2 Bond Amount: \$ 261,782.04
b. Land Lease Bond Amount: \$ 66,412.00
Total Bond Amount \$ 328,194.04

- 5. <u>Conditions</u>. This Plan is subject to the following conditions:
- i. Salcido's payment of the cash payment to the Port identified in section 1, above, no later than November 30, 2020;
- ii. Delivery by Salcido to the Port, confirmation of Salcido's ability to obtain a performance bond in the amount of \$328,194.04 no later than November 20, 2020. Salcido shall provide a copy of this Plan, as soon as it is signed, to its underwriter and the bonding company shall provide confirmation that it has reviewed this Plan;
- iii. Salcido's procurement of a new annual performance bond in the amount of \$328,194.04 on or before December 14, 2020 that expressly secures both the Land Lease and CIAC Agreement 2; and
- iv. Port Commission approval of (i) the Amendment to CIAC 2 and the Amendment to Land Lease as provided in Sections 2 and 3, above, at a regularly scheduled or special meeting of the board on or before December 15, 2020. The Parties agree to work in good faith on these amendments beginning December 1, 2020 upon Salcido's satisfaction of conditions (i) and (ii), above.
- 6. <u>Disclosure</u>. This Plan serves as full disclosure of all pertinent facts and shall be disclosed to the bonding company.

EFFECTIVE the 30 th day of November, 2020.

Signature Page to Follow

"SALCIDO"

SALCIDO ENTERPRISES, LLC,

a Washington limited liability company

Ву

MALACHI SALCIDO, CEO

"PORT"

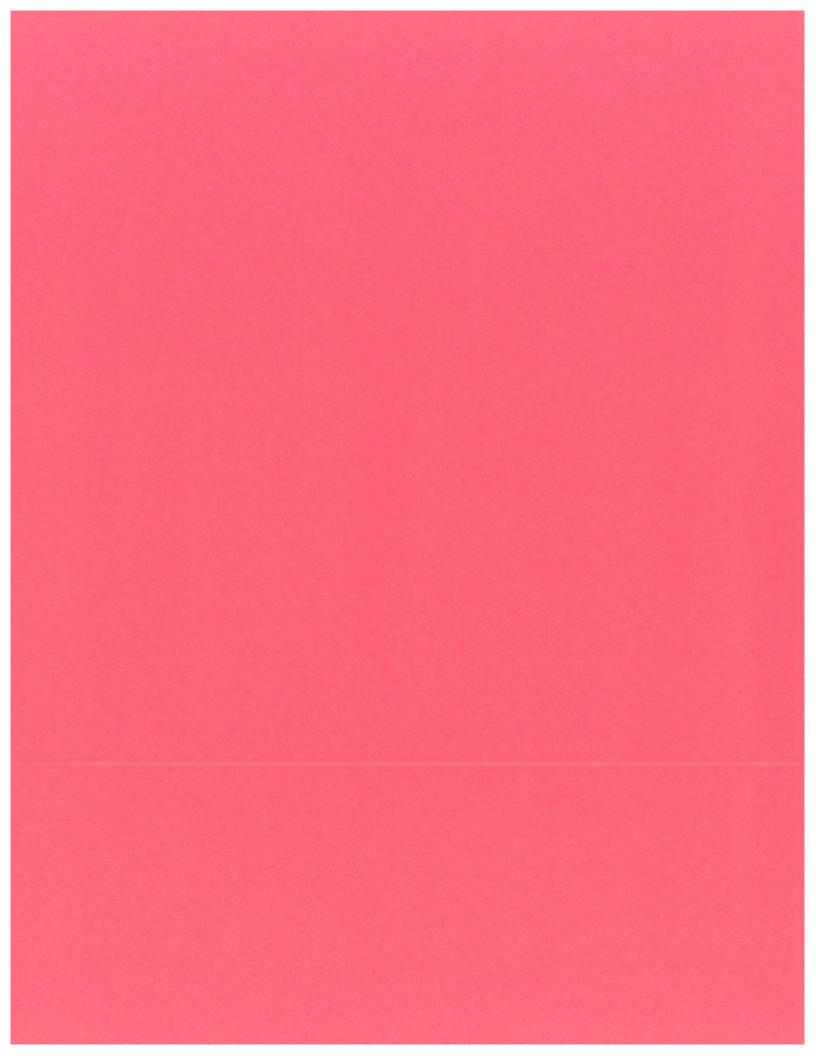
CHELAN DOUGLAS REGIONAL PORT

AUTHORITY, a Washington municipal corporation

By

JIM KUNTZ, CEC

11-30-2022



AMENDMENT TO LAND LEASE FOR PORTION OF PANGBORN AIRPORT BUSINESS PARK EAST WENATCHEE, WASHINGTON

This Agreement (the "Amendment") amends portions of the Land Lease for Portion of Pangborn Airport Business Park, attached hereto as <u>Exhibit "A"</u> ("Land Lease") entered into by and between the following parties:

- 1. SALCIDO ENTERPRISES, LLC, a Washington limited liability company ("Salcido"); and
- 2. CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation, successor-in-interest to the PORT OF DOUGLAS COUNTY, a Washington municipal corporation (the "Port").

RECITALS

- A. On November 3, 2020, the Port issued Salcido a 30-Day Notice of Breach of Lease (the "Lease Notice") due to Salcido's failure to (i) file with the Port a current good and sufficient lease surety in the amount of \$66,412.00; (ii) file with the Port a current good and sufficient corporate performance bond for the Contribution-in-Aid-of-Construction Agreement No. 1 (the "CIAC Agreement 1"), which was attached to the Land Lease as an exhibit and incorporated by reference; and (iii) pay semiannual payments for certain electrical infrastructure under CIAC Agreement 1. Salcido and the Port immediately engaged in discussions to find a resolution to address the Lease Notice.
- B. The Port and Salcido negotiated a Plan of Resolution (the "Plan") to resolve the deficiencies raised in the Lease Notice. The parties approved and signed the Plan on November 30, 2020. The Plan required Salcido to meet certain conditions, including a cash payment of \$64,426.90 on or before November 30, 2020.
- C. Salcido made a cash payment to the Port in the amount of \$64,426.90 on December 1, 2020 in accordance with the Plan ("Cash Payment"). The Port applied Cash Payment in the following ways:
 - i) \$22,359.24 was applied to Salcido's deferred rent obligation owing under the Land Lease;
 - ii) \$15,999.20 was applied to the balance on CIAC Agreement 1, which satisfied all outstanding obligations for that agreement; and
 - iii) \$26,068.46 was applied to Contribution-in-Aid-of-Construction Agreement 2, which is the subject of another amendment under the Plan.
- D. Pursuant to the Plan, by December 14, 2020, Salcido will obtain and file with the Port a current good and sufficient lease surety in the amount of \$66,412.00 that expressly secures the Land Lease.

E. The Port and Salcido further desire to amend the Land Lease to (i) convert the Salcido's annual payment schedule to a monthly payment schedule; (ii) accelerate collection on the lease surety in the event of a default; and (iii) to terminate the Right of First Refusal (Paragraph 24 of the Land Lease).

<u>AMENDMENT</u>

Now, therefore, Salcido and the Port agree as follows:

- 1. <u>Land Lease Payment Schedule</u>. Paragraph 4(a) of the Land Lease (*Base Rent*) is hereby amended and restated as follows:
 - a. Base Rent. The Tenant shall pay to the Landlord the annual lease amount to the Port in twelve (12) equal payments, plus applicable leasehold tax, each due on the first of month. The annual rate shall be twenty-three cents (\$0.23) per square foot with an increase of two percent (2%) per year. The periodic Rental Market Rate Adjustments, as calculated in Paragraph (b) below, shall constitute the base rent when such adjustments become effective. As an example, the following amounts will be due on a monthly basis, plus applicable leasehold tax (currently 12.84%):

<u>2021</u>	<u>\$2.654.42</u>	<u>2026</u>	\$2,930.67
<u>2022</u>	<u>\$2,707.50</u>	<u>2027</u>	\$2,989.25
<u>2023</u>	<u>\$2,761.67</u>	<u>2028</u>	\$3,049.08
<u>2024</u>	<u>\$2,816.92</u>	<u>2029</u>	\$3,110.08
<u>2025</u>	\$2,873.25	<u>2030</u>	<u>\$3,172.25</u>

All rents and other payments to be made pursuant to this Lease shall be paid to the Landlord at its offices at One Campbell Parkway, Suite A, East Wenatchee, WA 98802, or such other place as the Landlord may designate.

- 2. <u>Land Lease Surety</u>. Paragraph 6 of the Land Lease (*Lease Surety*) is hereby amended and restated as follows:
 - 6. Lease Surety. The Tenant shall immediately file with the Landlord a current good and sufficient corporate surety company bond, rental insurance policy, or other security (the "Lease Surety") to secure the rental payments in accordance with RCW 53.08.085 and in a form satisfactory to the Landlord to secure an amount equal to two (2) years payment of rents plus Leasehold Tax (\$66,412). The Landlord, in its sole discretion, may choose to discontinue the requirement for a Lease Surety in Year 6, or any time thereafter,

based on the performance of the tenant. The Landlord may also, in its sole discretion, require the Lease Surety to be re-instated if the performance of the tenant later becomes unsatisfactory. The Lease Surety may be adjusted by the Landlord from time to time as reasonably determined by the Landlord, and based on the Tenants performance under the terms of this agreement. The Tenant shall have thirty (30) days after written notice to comply with the Landlord's directive. In no event shall the Landlord require the Lease Surety amount to exceed the amount of Three (3) years rent under the Lease. In the event the Tenant fails to increase the surety amount within the thirty (30) day period, then the Tenant shall be in default of this Lease. No future amendment, extension or modification of this Lease shall be effective until the Lease Surety. insurer or guarantor has given its consent thereto, and the amount of the bond or surety has been adjusted as required by the Landlord. The Tenant shall cause the Lease Surety bond or account to remain in continuous effect during the term of this Lease. Any lapse in the Bond shall be considered a material default of this Lease.

If the Tenant fails to make a timely lease payment as set forth in Paragraph 4(a), above, the Port may provide written notice thereof (the "Notice") and if such amount is not fully paid within thirty (30) days of such Notice, then the entire Lease Surety or an amount of the Lease Surety equal to the remaining monthly lease payments, whichever is less, shall become immediately due.

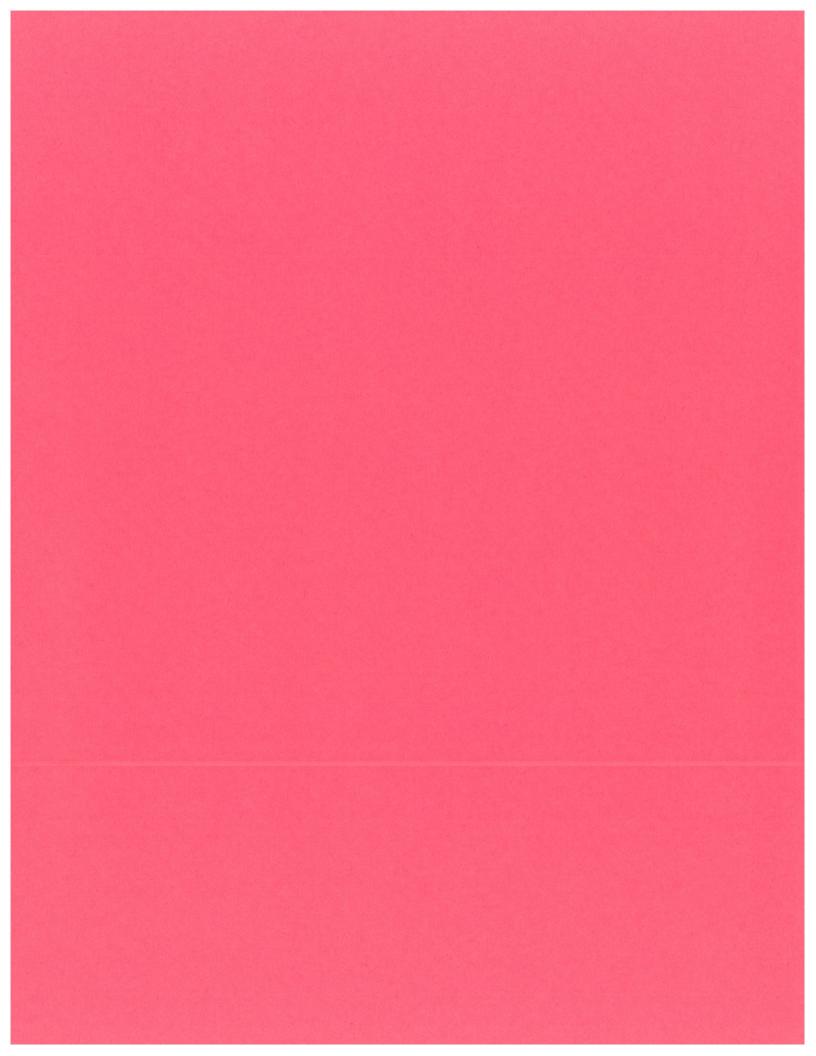
- 3. <u>Right of First Refusal</u>. Salcido's Right of First Refusal, as stated in Paragraph 24 of the Land Lease, to lease Lots 14, 15 or 16 in the Pangborn Airport Business Park is hereby terminated.
- 4. <u>No Other Changes</u>. Except as modified herein, the Land Lease shall remain unchanged and is in full force and effect.
- 5. <u>Counterpart Signatures</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Signatures transmitted electronically by fax, e-mail or otherwise shall be deemed and effective as originals.
- 6. <u>Effectiveness</u>. This Amendment shall become effective upon (i) approval by the Port Board of Directors, (ii) execution by the signatories, below, and (iii) delivery of a bond from Salcido to the Port securing the Land Lease in the amount of \$66,412 on or before December 14, 2020.

salcibo Enterprises, LLC, a Washington limited liability company
Date: December, 2020
By
MALACHI SALCIDO, CEO
"PORT"
CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation
Date: December, 2020
By
JIM KUNTZ, CEO

EXHIBIT A

Land Lease for Portion of Pangborn Airport Business Park East Wenatchee, Washington (Land Lease)

See attached



AMENDMENT TO CIAC AGREEMENT 2

This Agreement (the "Amendment") amends portions of the Contribution-In-Aid-of-Construction Agreement attached hereto as <u>Exhibit "A"</u> ("CIAC Agreement 2") entered into by and between the following parties:

- 1. SALCIDO ENTERPRISES, LLC, a Washington limited liability company ("Salcido"); and
- 2. CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation, successor-in-interest to the PORT OF DOUGLAS COUNTY, a Washington municipal corporation (the "Port").

RECITALS

- A. On November 3, 2020, the Port issued Salcido a Notice of Breach of CIAC Agreement 2 (the "Bond Notice") due to Salcido's failure to, among other things, properly bond the CIAC Agreement 2. Salcido and the Port immediately engaged in discussions to find a resolution to address the Bond Notice.
- B. The Port and Salcido negotiated a Plan of Resolution (the "Plan") to resolve the Bond Notice. The parties approved and signed the Plan on November 30, 2020. The Plan required Salcido to meet certain conditions, including a cash payment of \$64,426.90 on or before November 30, 2020.
- C. Salcido made a cash payment to the Port in the amount of \$64,426.90 on December 1, 2020 in accordance with the Plan. The Port applied \$26,068.46 of the cash payment to Salcido's obligation under CIAC Agreement 2 (the "CIAC 2 Payment"). The balance of the cash payment was applied to rent and surety obligations under the Land Lease, which is the subject of another agreement under the Plan.
- D. After applying the CIAC 2 Payment, Salcido's remaining balance under CIAC Agreement 2 equals \$261,782.04.
- E. In accordance with the Plan, the Port and Salcido desire to amend the CIAC Agreement 2 bond amount and to convert the CIAC payment schedule to monthly payments.

AMENDMENT

Now, therefore, Salcido and the Port agree as follows:

- 1. <u>CIAC Agreement 2 Bond Requirement</u>. Paragraph 6 of CIAC Agreement 2 (*Performance Bond*) is hereby amended and restated as follows:
 - **6. Performance Bond.** The Tenant (Salcido) shall file with the Port a current good and sufficient corporate performance bond, in a form satisfactory the Port to secure an amount equal to two hundred

sixty-one thousand seven hundred eighty-two and 04/100s dollars (\$261,782.04). Such bond shall remain in place until such time as it has been renewed. At each bond renewal date, the Tenant shall file a new bond with the Port to secure an amount equal to the thenremaining balance owed to the Port under the CIAC Agreement 2 as amended herein. The bond, as renewed, shall remain in effect until all payments and interest accrued under this CIAC Agreement 2, as amended herein, are paid in full.

- 2. <u>CIAC Agreement 2 Payment Schedule</u>. Paragraph 3(b) of CIAC Agreement 2 (*CIAC Payment Schedule*) is hereby amended and restated to convert the payment schedule to monthly payments, and the new payment schedule is set forth on the attached <u>Exhibit B</u>.
- 3. <u>No Other Changes</u>. Except as modified herein, CIAC Agreement 2 shall remain unchanged and is in full force and effect.
- 4. <u>Counterpart Signatures</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Signatures transmitted electronically by fax, e-mail or otherwise shall be deemed and effective as originals.
- 5. <u>Effectiveness</u>. This Amendment shall become effective upon (i) approval by the Port Board of Directors, (ii) execution by the signatories, below, and (iii) delivery of a bond from Salcido to the Port expressly securing CIAC Agreement 2 in the amount of \$261,782.04 on or before December 14, 2020.

"SALCIDO"

SALCIDO ENTERPRISES, LLC, a Washington limited liability company
Date: December, 2020
D.
MALACHI SALCIDO CEO

"POR	T"
	CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation
	Date: December, 2020
	By

JIM KUNTZ, CEO

EXHIBIT A

Cost-In-Aid-of-Construction Agreement (CIAC Agreement 2)

See attached

CONTRIBUTION-IN-AID-OF-CONSTRUCTION

AGREEMENT

THIS AGREEMENT is made by and between The Port of Douglas County, a Washington municipal corporation (the "Port") and Salcido Enterprises, LLC, a Washington limited liability company (the "Tenant"), (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Port is a special purpose government in Douglas County, Washington, established and authorized by RCW 53 to provide for economic development; and

WHEREAS, pursuant to RCW 54, the Douglas County Public Utility District (the "PUD") is authorized to provide electrical and telecommunication service, and provides such services through "PUD Infrastructure"; and

WHEREAS, the PUD's policy is to require customers to pay a Contribution-in-aid-of-Construction ("CIAC") pursuant to certain terms for installing PUD Infrastructure prior to the PUD providing electrical and fiber optic services to the customer; and

WHEREAS, the Port has developed the Pangborn Airport Business Park ("PABP"), defined and depicted in Exhibit A, attached, to attract new commercial, manufacturing and industrial development to Douglas County; and

WHEREAS, the Tenant has leased 2.94 acres of unimproved real property, known as Lot 17, in the PABP; and

WHEREAS, Additional PUD Infrastructure is needed on Lot 17; and

WHEREAS, the Port will require the Tenant to pay a CIAC for installing the PUD Infrastructure;

NOW THEREFORE, the Port and Tenant agree to the following terms for the CIAC.

AGREEMENTS

- Incorporation of Recitals. The recitals in this Agreement are incorporated into and deemed a part of this Agreement.
- 2. Effective Date. This Agreement is effective upon receipt of the Initial CIAC Payment, as outlined in paragraph 3(a), and evidence of the Performance Bond, as outlined in paragraph 6.

- 3. PUD Infrastructure in the PABP.
 - a. Initial CIAC Payment. The Tenant shall pay an initial CIAC to the Port in the amount of two hundred forty-six thousand seven hundred twenty-nine and no cents (\$246,729.00).
 - b. Additional CIAC Payments. The Tenant shall pay a semiannual CIAC payment to the Port of fifty-seven thousand five hundred seventy and ten cents (\$57,570.10) for five (5) years with payments due each November 1 and May 1. Payment of the first and last payments will be calculated to correspond with the nearest semi-annual payment. The tenant shall have the right to prepay the CIAC in part or full without a prepayment fee or penalty.

CIAC Payment Schedule			
		\$822,430.00	
*Initial Payment			
Due at Signing	\$246,729.00	\$575,701.00	
Nov. 1, 2017	\$57,570.10	\$518,130.90	
May 1, 2018	\$57,570.10	\$460,560.80	
Nov. 1,2018	\$57,570.10	\$402,990.70	
May 1, 2019	\$57,570.10	\$345,420.60	
Nov. 1, 2019	\$57,570.10	\$287,850.50	
May 1, 2020	\$57,570.10	\$230,280.40	
Nov. 1, 2020	\$57,570.10	\$172,710.30	
May 1, 2021	\$57,570.10	\$115,140.20	
Nov. 1 2021	\$57,570.10	\$57,570.10	
May 1, 2022	\$57,570.10	\$0.00	
Total	\$822,430.00		

^{*}Initial payment of \$246,729.00 consists of a 30% down payment The first CIAC payment is due November 1st 2017

- 5. Late Payments/Default. If the Tenant fails to make a timely payment of any CIAC Amount, the Port may provide written notice thereof (the "Notice") and if such amount is not fully paid within thirty (30) days of such Notice, then the entire outstanding balance of the CIAC will be due. All late CIAC payments will bear interest at a rate of twelve percent (12%) per annum until all payments owed and all interest accrued on the entire CIAC is fully paid.
- **6. Performance Bond.** The Tenant shall file with the Port a current good and sufficient corporate performance bond, in a form satisfactory to the Port to secure an amount equal to five hundred seventy-five thousand seven hundred one dollar and no cents (\$575,701.00). This bond shall remain in effect until all payments and interest accrued are paid in full.

7. Attorney's Fees/Venue. If the Port must engage an attorney to collect payment or settle any dispute related to this Agreement, the substantially prevailing Party shall be entitled to collect all reasonable costs and expenses including, but not limited to, reasonable attorney's fees incurred. The venue of any action instituted hereunder shall be in Douglas County, Washington.

Port of Douglas County

The Salcido Enterprises, LLC.

BY: JIM FAUL

BY: The Mondey

EXHIBIT A – Pangborn Airport Business Park

Pangborn Airport Business Park Binding Site Plan BSP 12-01 All quarters of the SW ¼ Section 16 Township 22 N. Range 21 E. W.M.



 $\underline{\text{EXHIBIT B}}$ Monthly Payment Schedule for CIAC Agreement 2

Payment No.	Payment Date	Minimum Payment Amount	Remaining Balance
1	January 31, 2021	11,899.18	249,882.86
2	February 28, 2021	11,899.18	237,983.67
3	March 31, 2021	11,899.18	226,084.49
4	April 30, 2021	11,899.18	214,185.31
5	May 31, 2021	11,899.18	202,286.12
6	June 30, 2021	11,899.18	190,386.94
7	July 31, 2021	11,899.18	178,487.75
8	August 31, 2021	11,899.18	166,588.57
9	September 30, 2021	11,899.18	154,689.39
10	October 31, 2021	11,899.18	142,790.20
11	November 30, 2021	11,899.18	130,891.02
12	December 31, 2021	11,899.18	118,991.84
13	January 31, 2022	11,899.18	107,092.65
14	February 28, 2022	11,899.18	95,193.47
15	March 31, 2022	11,899.18	83,294.29
16	April 30, 2022	11,899.18	71,395.10
17	May 31, 2022	11,899.18	59,495.92
18	June 30, 2022	11,899.18	47,596.73
19	July 31, 2022	11,899.18	35,697.55
20	August 31, 2022	11,899.18	23,798.37
21	September 30, 2022	11,899.18	11,899.18
22	October 31, 2022	11,899.18	0.00
	Total	261,782.04	

From: Jennifer K. Sands < <u>isands@omwlaw.com</u>> Sent: Thursday, December 3, 2020 3:46 PM

To: Jim Kuntz < Jim@cdrpa.org>

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

Subject: RE: Regional Port Land Acquisition

Jim,

Attached please find a Purchase and Sale Agreement for Dave Piepel and Piepel Land Holdings, LLC.

A couple of notes:

- 1. The CDRPA has 45 days from the date of execution to satisfy inspection contingency, waive it or terminate the agreement
- 2. 20 days to object to title issues (although the report was fairly clean as I recall)
- 3. Contingent on final CDRPA Board approval
- 4. Outside Closing Date of 2/27/21 (proposed)

Please advise if you have any questions or changes.

Thank you.

Jennifer Sands | Attorney

Ogden Murphy Wallace P.L.L.C.
One Fifth Street, Suite 200 Wenatchee, WA 98801 phone: 509.662.1954 | fax: 509.663.1553 jsands@omwlaw.com

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made by and between the Chelan Douglas Regional Port Authority, a municipal corporation ("Purchaser"), and David Piepel, a married man dealing in his sole and separate estate, and Piepel Land Holdings, LLC a Washington limited liability company (collectively "Sellers" and individually as a "Seller"), sometimes hereinafter individually referred to as a "Party" and collectively as "Parties".

RECITALS

- A. Purchaser owns and operates Pangborn Memorial Airport (the "Airport").
- B. Sellers jointly own a parcel of real property adjacent to the Airport, and within the Airport Runway Protection Zone.
- C. Purchaser is pursuing the installation of an instrument lighting system project for the public benefit, and the acquisition of adjacent properties lying within the Runway Protection Zone (the "Project").
- D. Purchaser wishes to acquire the Sellers' real property in furtherance of the Project, and Sellers have agreed to sell the real property, on the terms and conditions stated herein

AGREEMENT

- 1. <u>Recitals and Exhibits</u>. The foregoing Recitals and any Exhibits referenced in this Agreement are incorporated herein by this reference.
- 2. <u>Purchase and Sale</u>. Seller David Piepel as to an undivided 50% and Seller Piepel Land Holdings, LLC as to an undivided 50% interest, hereby agree to sell and Purchaser hereby agrees to purchase real property situated in the county of Douglas, state of Washington, and legally described on Exhibit A, attached hereto, having Assessor's Tax Parcel Number 22210840016 ("the Property").
- 3. Purchase Price and Terms. The total purchase price is Four Hundred Sixteen Thousand and No/100 Dollars (\$416,000.00 US) for the entire Property, to be allocated equally between the Sellers in the amount of Two Hundred Eight Thousand and No/100 Dollars (\$208,000.00 US) each. The purchase price will be payable to Sellers in cash at Closing. The purchase price has been determined by independent appraisal dated October 21, 2020 and confirmed by appraisal review dated November 7, 2020, valuing the Property at Four Hundred Sixteen Thousand and No/100 Dollars (\$416,000.00 US) By signature hereto, each Seller acknowledges receipt of a copy of the appraisal. There is no earnest money related to this transaction.

4. <u>Conveyancing.</u> At closing, each Seller shall sign, execute, and deliver a Statutory Warranty Deed for its interest in the Property to Purchaser and/or closing agent, free of encumbrances or defects.

5. Title.

- 5.1 The following shall not be considered encumbrances or defects of title, (hereafter "Permitted Exceptions"):
- 5.1.1 Rights reserved in federal patents or state deeds, and building or use restrictions general to the area;
- 5.1.2 Existing easements conditions, restrictions, covenants, and matters of record not impacting or inconsistent with Purchaser's intended use.
- 5.1.3 General real estate taxes, special assessment, or other levies assessed against the Property not due and payable.
- 5.2 Purchaser acknowledges receipt of a preliminary commitment for title insurance ("Title Commitment") issued by Central Washington Title Services, Inc. Purchaser shall give written notice to each Seller within twenty (20) days of the date of this Agreement of any defects or encumbrances, other than Permitted Exceptions specified in Section 5.1, in Seller's title to which Purchaser objects (the "Objection"). Each Seller shall exercise reasonable good faith to attempt to remove matters to which an objection is made. If Sellers are unable to cure the defects objected to by Purchaser within ten (10) days after receipt of the Objection, unless the time is extended in writing, then Purchaser may elect either to waive such defects, or to terminate this Agreement.
- 5.3 Sellers shall cause to be delivered to Purchaser at or within a reasonable period following Closing, an owner's policy of title insurance (the "Title Policy") containing no exceptions other than the customary form printed exceptions ("Standard Exceptions"), and the exceptions specified in the Title Commitment that Purchaser has elected to accept ("Accepted Exceptions").
- 6. <u>Seller Representations</u>. Each Seller represents and warrants to the best of said Seller's knowledge, for itself, and for said Seller's interest in the Property:
- 6.1 That there are no material facts affecting or defects in the Property which have not been disclosed in writing to the Purchaser and set forth in this Agreement;
- 6.2 That Seller shall maintain the Property in its present condition until Closing. The Seller shall not make any additions or alterations on or to the Property prior to the Closing without the prior written consent of the Purchaser;

- 6.3 That Seller has no knowledge or notice from any governmental agency of any violation of laws relating to the Property;
- 6.4 The Property is not in a current use program/current use classification for real property tax purposes;
- 6.5 That there is no litigation pending against Seller or regarding the Property that might impact the value of or title to the Property or which may affect the intended use of the Property by the Purchaser. That there are no claims made or asserted against the Seller or regarding the Property that might impact the value of or title to the Property or which may affect the intended use of the Property by the Purchaser;
- 6.6 Seller has authority to enter into this Agreement, and Seller's signature below will bind said Seller to this agreement;
- 6.7 That there are no financial encumbrances or leases (e.g. liens, judgments, mortgages, deeds of trust) impacting the Property or any personal property thereon, that will not be discharged at Closing by Seller;
 - 6.8 No part of the Property contains fill or has been used as a dump site.;
- 6.9 Any and all agricultural or other operations on the Property have been conducted in compliance with applicable laws and regulations; and
- 6.10 Except as set forth herein, (i) Seller has no actual knowledge of the release or presence of any Hazardous Material on, in, from or onto the Property, or that there are present on the Property asbestos or PCBs, or any underground storage tanks beneath the Property which have not been disclosed in writing to the Purchaser as of the effective date of this Agreement; (ii) Seller has not generated, manufactured, refined, transported, stored, handled, disposed of or released any Hazardous Material on the Property, nor has Seller knowingly permitted the foregoing; (iii) Seller has no knowledge of, and Seller has not received any notice of any violation of any Environmental Laws; (iv) Seller has no actual knowledge of any action, commenced or threatened, regarding Seller's compliance with any Environmental Laws or of the presence of any Hazardous Material on or about the Property; and (v) Seller has no actual knowledge that tanks used for the storage of any Hazardous Material above or below ground are present or were at any time present on or about the Property. The term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) of the Model Toxics Control Act (Chs. 70.105D RCW, 82.21 RCW), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Laws. The term "Environmental Laws" means any

and all state, federal and local statutes, regulations and ordinances relating to the protection of human health and the environment.

The Parties acknowledge that the Sellers, or their predecessors in interest, have historically stored and used on the Property pesticides and herbicides that are standard in the tree fruit industry. However, the Property is currently vacant, with no storage or applications of pesticides or herbicides having occurred for at least the past three (3) years prior to Closing.

- 7. <u>Contingencies</u>. Closing of the transaction set forth in this Agreement is conditioned on the following contingencies:
 - 7.1 Final approval by the Purchaser's Board;
- 7.2 Purchaser's inspection and acceptance of the condition of the Property. Purchaser's inspection may include, at Purchaser's sole option, an inspection of the Property for hazardous materials, a soil/stability inspection, and an environmental assessment.

All inspections under this Section 7.2 will be (a) ordered by Purchaser, (b) performed by an inspector of Purchaser's choice and (c) completed at Purchaser's expense. Seller hereby grants to Purchaser a right of entry for the purpose of performing such inspections. Purchaser agrees to indemnify, defend and hold Seller harmless from any and all activities of Purchaser, or Purchaser's inspection agents in pursuing the inspection authorized herein.

The Purchaser shall have forty-five (45) days from the date of this Agreement (the "Inspection Period") to inspect and investigate the Property. The Purchaser shall have the right to enter the Property to conduct inspections and investigation, provided that Purchaser shall be solely responsible for restoring the Property to the condition that existed prior to said entry. The Purchaser shall be responsible for any and all damage caused to the Property arising from or related to said inspection and investigation and agrees to indemnify and hold the Sellers harmless in this regard. At any time during the Inspection Period, the Purchaser may provide a written notice of termination to Sellers. In this event, this Agreement shall be of no further force or effect between the Parties. If the Purchaser does not provide notice of termination to the Sellers, the inspection contingency shall be deemed satisfied.

8. <u>Time for Closing - Responsibilities of Parties</u>. The Closing of this transaction shall occur at Central Washington Title Services, Inc., ("Escrow Agent") as soon as reasonably possible upon the satisfaction of all contingencies set forth in Section 7, above, and no later than February 27, 2021. The date of closing shall be construed as the date upon which all appropriate documents are recorded and the proceeds of this sale are available for disbursement to Sellers.

The Purchaser and each Seller shall deposit with the closing agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. Purchaser shall pay all costs associated with the transfer hereunder, including the costs of

recording, title policies, document preparation, escrow fees, and all other closing costs. Each Seller shall pay their proportionate share of real estate excise tax. Each Party shall pay the prorated portion of taxes, utilities and other assessments based on the date of closing.

- 9. <u>Possession</u>. Sellers shall deliver possession to Purchaser on closing.
- 10. <u>Indemnification</u>. Each Seller hereby agrees to defend, indemnify and hold the Purchaser harmless from and against any and all claims, assessments, liens, damages, losses and costs, including attorneys' fees, expenses, or claims of any kind or nature whatsoever arising from or related to the Seller's use or ownership of the above-described Property, or, as a result of a Seller's use, disposal, transportation, generation and/or sale of Hazardous Material on or about the above-described Property, including the Purchaser's attorneys' fees and costs incurred in enforcing this indemnity and hold harmless provision.
- 11. Brokerage Fees. The Purchaser will not incur any finder's fees, broker's fees or commissions, or similar obligations in connection with the Property acquisition. Each Seller agrees to indemnify and hold the Purchaser, its agents, representatives, and advisors harmless from any claims or any such fees or commissions and all costs and expenses for defending any alleged claim therefor (including costs and attorney's fees on appeal, if any) arising out of the acts of the Sellers, their agents or employees. Purchaser agrees to indemnify and hold the Sellers, their agents, representatives, and advisors harmless from any claims or any such fees or commissions and all costs and expenses for defending any alleged claim therefor (including costs and attorney's fees on appeal, if any) arising out of the acts of the Purchaser, its agents or employees.
- 12. <u>Default</u>. Time is of the essence of this Agreement. If any Seller defaults (that is, fails to perform the acts required of it) in its contractual performance herein, the Purchaser may seek specific performance pursuant to the terms of this Agreement, damages or rescission.
- 13. <u>Independent Counsel</u>. Each Seller acknowledges, understands and agrees that Purchaser is represented by Ogden Murphy Wallace, P.L.L.C. and Seller has been advised to seek independent counsel for legal advice and review of all documents in this transaction.
- 14. <u>Risk of Loss</u>. If prior to closing, improvements on said premises shall be destroyed or materially damaged by fire or other casualty, this Agreement, at option of Purchaser, shall become null and void, or the Parties may agree to an adjustment of the purchase price. If Purchaser elects to continue with the purchase, all insurance proceeds, if any, shall be payable to Purchaser.
- 15. <u>Fixtures, Attachments and Improvements</u>. All fixtures, attachments and improvements located on the Property, if any, are included in the sale.
- 16. <u>Leased Fixtures</u>. The following fixtures presently are leased: NONE.

- 17. <u>Modification/Waivers</u>. To be effective and binding upon the Parties hereto, all modifications or waivers of any condition of this Agreement shall be in writing and signed by the Parties.
- 18. <u>Notices</u>. Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered as follows:

TO PURCHASER: Chelan Douglas Regional Port Authority

One Campbell Parkway, Suite A East Wenatchee, WA 98802

Attn: James M. Kuntz, Executive Director

TO SELLERS: David Piepel

1110 S. Webb Place

East Wenatchee, WA 98802

Piepel Land Holdings, LLC

1110 S. Webb Place

East Wenatchee, WA 98802

- 19. <u>Governing Law and Venue</u>. This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Douglas County, Washington.
- 20. <u>Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the Parties.
- 21. <u>Encumbrance During Interim</u>. No Seller shall financially encumber the Property prior to Closing, unless the encumbrance is discharged or satisfied at Closing.
- 22. <u>Survival</u>. All representations and warranties made under this Agreement, and all duties, rights and obligations of the Parties, shall survive closing and shall not merge with the recordation of the Deed.
- 23. <u>Attorney's Fees</u>. If any suit or proceeding is instituted by any Party, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, the substantially prevailing party as determined by the court or in the proceeding shall be entitled to recover its reasonable attorney's fees and costs and expenses incurred

relative to such suit or proceeding from the substantially non-prevailing party, in addition to such other available relief.

- 24. <u>Counterparts</u>. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties. The electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original. At the request of either party, or the Escrow Agent, the parties will confirm electronically transmitted signatures by signing an original document.
- 25. <u>General Provisions</u>. Time is of the essence. There are no verbal agreements which modify this agreement. Any and all subsequent modifications of this agreement shall be in writing. Purchaser's rights under this Agreement are assignable, without restriction.
- 26. <u>Effective Date of this Agreement</u>. The "effective date of this Agreement" shall be the date of the last signature set forth below.

DATED:	DATED:
PURCHASER:	SELLER:
CHELAN DOUGLAS REGIONAL PORT AUTHORITY	PIEPEL LAND HOLDINGS, LLC
By: James M. Kuntz, Chief Executive Officer	By: David Piepel, Member
	SELLER:
	David Piepel, as his sole and separate estate

EXHIBIT "A" Legal Description

APN: 22210840016

A part of the East half of the East half of the Southeast quarter of Section 8, Township 22 North, Range 21, E.W.M. Douglas County, Washington, more particularly described as follows:

Commencing at the Southeast comer of said Section 8; thence on an assumed bearing North 0° 04'00" West along the section line for 1074.90 feet; thence South 89°44'00" West for 30.0 feet to a 3/4 inch iron pipe and The True Point of Beginning;

Thence North 0°04'00" West for 965.67 feet; thence on a 171.0 foot radius curve to the left, whose tangent bears North 19°41'30" West for 123.29 feet through an arc of 41°18'30"; thence North 61°04'00" West for 240.75 feet; thence North 49°59'00" West for 99.70 feet; thence South 89°44'15" West for 262.90 feet to a brass cap concrete monument; thence South 0°04'30" East for 1241.10 feet to a 3/4 inch iron pipe; thence North 89°44'00" East for 625.40 feet to the True Point of Beginning,

TOGETHER WITH that part of the East half of the East half of the Southeast quarter of Section 8, Township 22 North, Range 21, E.W.M. Douglas County, Washington, 'lying northerly of the following described line:

Commence at the Southeast corner of said section; thence on an assumed bearing North 0° 04'00" West along the East line of said Section for 2040.57 feet and the True Point of Beginning of said described line:

thence South 89°44'00" West for 30.00 feet; thence on a 171.0 foot radius curve to the left, whose tangent bears North 19°41'30" West for 123.29 feet through an arc of 41°18'30"; thence North 61°04'00" West for 240.75 feet; thence North 49°59'00" West for 99.70 feet; thence South 89°44'15"

West for 262.90 feet to a brass cap concrete monument at the end of said survey line.

EXCEPT the East 345 feet thereof.

AND EXCEPT that portion, if any, lying in the North half of the Northeast quarter of the Southeast quarter of Section 8.

AND EXCEPT from the above-described real property that certain property conveyed to Pangborn Memorial Airport, by deed recorded under Auditor's no. 3179531, described as follows:

The South 500 feet of the East half of the Northeast quarter of the Southeast quarter of Section 8, Township 22 North, Range 21 East, Willamette Meridian, Douglas County, Washington. EXCEPT the East 375 feet thereof.

TOGETHER WITH the South 290 feet of the East 345 feet of the West 375 feet of the East half of the Northeast quarter of the Southeast quarter of Section 8, Township 22 North, Range 21

East, Willamette Meridian, Douglas County, Washington.

TOGETHER WITH that portion of the East half of the Southeast quarter of the Southeast quarter of Section 8, Township 22 North, Range 21 East, Willamette Meridian, Douglas County, Washington.

lying within Parcel A and Parcel B of Douglas County BLA 11-13 recorded under Auditor's File No. 3154308.

EXCEPT right of way for access road as more fully set forth by instrument recorded December 9, 1960, under Auditor's File No. 132697.

Chelan Douglas Regional Port Authority

Memo

To: Board of Directors

From: ∭Jim Kuntz

cc: [/] None

Date: December 3, 2020

Re: Federal Affairs Contract – Crossroads Strategies

The Regional Port's contract with Crossroads Strategies expires at the end of the year. Please find enclosed the contract.

I have asked Tim Lovain to participate in Tuesday's meeting via Zoom. Wanted to get his perspective on the likely programs, policies, and economic stimulus programs that could be advanced by the new administration. Also, how can we best work with our congressional delegation in structuring these initiatives to best serve our economic development mission.

Later on in the agenda, the Board can determine if it wants to renew the contract for an additional year.

Also enclosed is the 2021 Federal Priorities list reviewed at our Board retreat.



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

January 9, 2020

Shay Hancock Partner Crossroads Strategies, LLC 800 North Capitol Street NW, Suite 800 Washington, DC 20002

Dear Shay,

This letter agreement is between Crossroads Strategies LLC ("Consultant") and Chelan Douglas Regional Port Authority ("Client") and relates to certain consulting services to be rendered by Consultant to Client with respect to the services described below:

Description of Services

Consultant will provide government relations and legislative representation services that promote the Client's interests before the federal government.

Consultant will:

- Identify, develop strategies for and secure federal funding and support for the Regional Port strategic priorities.
- Regularly update Regional Port staff on progress of priorities as well as emerging opportunities related to Regional Port interests. The Regional Port should receive regular email updates specific to the Regional Port on the Consultant's activities and progress. Provide a written quarterly report on consultant activities to be provided to the Regional Port Board of Directors.
- If needed, provide information, research and draft testimony or correspondence either for the Regional Port or on behalf of the Regional Port before Congress or the Administration when appropriate.
- Arrange meetings with staffers and federal officials when needed.

- Regularly meet with the Regional Port's federal delegation to ensure good relationships and open lines of communications.
- The Regional Port's current federal legislative priorities are attached to this letter.

Terms of Agreement

This agreement shall be active on January 1, 2020 and remain in effect through December 31, 2020. In consideration of these services, Client will pay Consultant a monthly retainer of \$3,333.33 to be paid at the first of the month. Client will reimburse Consultant for all reasonable expenses associated with pre-approved travel.

This agreement may be terminated by either party with 30 days written notice.

If you are in agreement with the above terms, please sign below and return one executed copy.

Name: Shay Hancock

Crossroads Strategies, LLC

Date: January 16, 2020

Name: Jim Kuntz, CEC

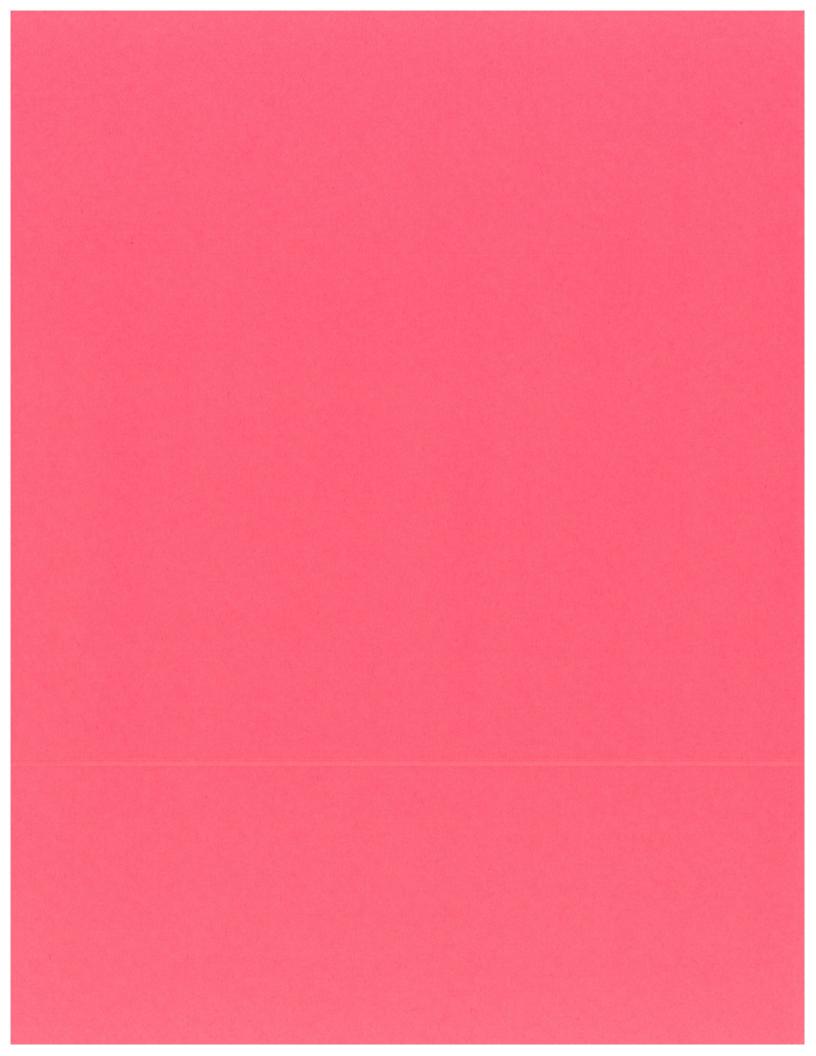
Chelan Douglas Regional Port Authority

Date: 1/15/2025



2020 Federal Legislative Priorities

- Reduce FAA local cost share requirement from 10% to 5%. "For Commercial Service Airports with at least one local government owner from a county that has 80% or greater of the total land in said county in Federal and/or State ownership, the FAA local cost share requirement shall be 5%."
- 2. Commercial Air Service Reliability. Approximately 4.5% of commercial airline flights at Pangborn Memorial Airport are cancelled each year. Weather conditions in the fall and winter (low visibility) combined with the airport's one-mile visibility requirement results in too many flight cancellations. Install Approach Lighting System at a cost of \$10.4 million. Seek an FAA Discretionary Grant.
- 3. Support a passenger facilities charge increase.
- 4. Alcoa Property.
- 5. Funding for Apple Capital Loop INFRA Grant.
- 6. Weather surveillance radar system.
- 7. Commercial air service grant.





2021 Federal Legislative Priorities

- 1. Reduce FAA local cost share requirement from 10% to 5%. "For Commercial Service Airports with at least one local government owner from a county that has 80% or greater of the total land in said county in Federal and/or State ownership, the FAA local cost share requirement shall be 5%."
- 2. Support legislation that helps the airline industry survive the reduction in passenger travel due to COVID-19.
- 3. If an additional Federal stimulus package is advanced, seek additional funding for Commercial Service Airports.
- 4. Support authority of local airport operators to increase the passenger facilities charge up to \$8 per passenger.

Current

- \$4.50 per passenger net to airport \$4.39
- 62,000 passengers \$4.39 = \$272, 880
- 5. Alcoa Property.
- 6. Funding for Apple Capital Loop INFRA Grant.
- 7. Weather surveillance radar system.

8.	Support existing small community air service grant for direct service to the San Francisco Bay Area from Pangborn.

Chelan Douglas Regional Port Authority

Memo

To: Board of Directors

From: | Jim Kuntz

cc: None

Date: December 3, 2020

Re: Badger Mountain Lease Agreement

Please find enclosed the initial comments received back from David Quick regarding our proposed Lease Agreement. It is going to be difficult to come to an agreement. Will provide additional details on Tuesday.

James,

I've reviewed the draft lease and have made the following notations for your consideration.

Section 1.2

We have always had exclusive use of the parking area and have typically filled it to capacity at least 3 nights per week with customers vehicles. Employees have usually parked in the area behind the brewery between the buildings. While I don't expect the employees to park to the rear of the brewery in the future with other tenants in occupancy, there is limited parking in the area for customers to utilize other than the parking lot. We have also used the parking area for bi-weekly music events during the summer. These events have also required the use of the entire parking area. Additionally we have an outdoor stage in a trailer used for these events as well as Rails & Ales that has no where to go when not in use other than the parking lot.

1.3

If the area under the canopy is part of the leased premises, this wording makes it essentially unusable. Recently it has grown quite cluttered primarily due to having to empty the tables and chairs from our restaurant area due to Covid 19 restrictions. We have also used that area for the smoking of meats and prior to the current restrictions had 4 smokers and work tables under that canopy. We can upon reopening the restaurant clear the majority of the items under the canopy but we must have use of it for the restaurant smokers. The glycol chiller for the brewery is also under the canopy and cannot be moved to another location. We have considered the possibility of putting a chain link fence around that area for security purposes leaving the large roll up door out of the fenced area. I think we need to spend some time discussing the above issues.

1.4

The parking area was used for outdoor seating this past summer due to onerous restrictions on indoor seating due to Covid 19. Tables and chairs were set up in the afternoon and returned indoors after our weekly Trivia event. Without exclusive use of the parking area and outdoor seating, we would not have been able to do Trivia. Trivia nights used to be our biggest sales night of the week and being able to have outdoor seating in the parking lot was essential to our survival.

2.1

There is no viable business with the infrastructure required for a brewery that can make business plans limited to a one year window. A six month lease term is absolutely untenable. We would prefer a 5 year lease with an option to purchase.

3.2

Five percent annual rent increases are presumptive and arbitrary. The Bureau of Labor Statistics currently shows the annual CPI to be 1.2%. Granted different markets show great variability but the CPI is a less arbitrary measure. What if commercial vacancies continue to climb and rents go down 10% over the next year?

3.3

Considering Badger Mountain Brewing has done hundreds of thousands of dollars worth of improvements to the leased premises and has been forced by the government to close completely for 4 months of this year, is a security deposit really necessary?

3.5

This section makes this a triple net lease which it has not been in the past. The current lease has the landlord paying property taxes, building insurance, building maintenance, annual fire suppression inspection, snow removal and parking lot maintenance. Adding these items to the tenant's account is the equivalent of an approximately 25% rent increase. This also places much of the property ownership risk onto the tenant and should minimally be offset by a 25% reduction in the monthly rent. A commercial appraisal would generally assume these items to be a minimum of 30% of gross income.

3.6.5

The asphalt paved portion of the parking lot is in need of extensive repair with replacement being the most cost effective measure in the long term.

6.0

Distillery needs to be added to uses of the leased premises. We have not yet received a distillery license but it is required by the feds to be included in the lease for our license application.

7.1

Non-inclusive parking should be removed after possibly specifying an area for garbage dumpsters for other future tenants.

16.1

For clarification, the upstairs portion of the leased premises is also used as BMB office space. The upstairs could not be sublet to any other entity.

40.1

The mailing address for the tenant is the leased premises.

The Personal Guarantee is unacceptable. We are a Limited Liability Company with several members with varying percentages of ownership. The business prior to Covid 19 had more assets than Mr. Quick who cannot reasonably assume the potential liabilities of the business.

Exhibit "B"

Non-exclusive needs to be removed from the parking lot decription.

Exhibit "C"

Alterations and improvements to leased premises by tenant

Roof top HVAC system to heat and cool restaurant area

- 3 200 amp panels with conduit to basement of adjacent building and extensive general wiring of building
- 2 trough floor drains in brewing area

brewery drain pipes attached to wall in adjacent basement to main sewer outlet partition wall with windows and door between brewing area and restaurant partition wall between restaurant, restrooms and stairs

kitchen area beyond partition wall into brewery area with associated plumbing, electrical, sprinkler system extension and exhaust hood

Conversion of pre-existing large women's restroom into separate men's and women's restrooms I-walls in dining area

bar wall and bar top

back bar cabinets

plumbing and electrical associated with bar and back bar

2" water line from basement of adjacent building though brewing area toward window wall Natural gas line extension from adjacent building to boiler and kitchen lighting for the entire main floor of building

Exhibit "D"
Trade fixtures

65" and 75" TVs and mounts commercial glass washer back bar sink 24 beer faucets, shanks and regulators pizza make up table with refrigeration sandwich make up table with refrigeration

- 2 lowboy refrigerators
- 3 upright freezers
- 3 upright refrigerators
- 2 deep fat fryers
- 1 gas grill
- 1 gas 6 burner stove and oven
- 1 commercial exhaust hood with fire suppression and roof top unit
- 2 walk-in coolers with refrigeration
- 1 natural gas boiler, controls and piping
- 1 15 bbl mash lauter tun
- 1 15 bbl brew kettle
- 1 30 bbl hot liquor tank

pumps, controls and piping for brewhouse

- 3 30 bbl jacketed fermentation vessels
- 1 30 bbl jacketed bright tank
- 1 300 gallon still
- 1 grain mill and auger
- 1 glycol chiller

glycol piping, valves, pump and controler

- 2 inline brewery water filters
- 1 inline brewery water softner
- 1 3 bay utility sink
- 1 dishwasher sink
- 1 leased commercial dishwasher
- 1 fruit and vegetable sink
- 1 grease trap
- 2 Impeller pizza ovens

Chelan Douglas Regional Port Authority FAA CARES Act Grant #3-53-0084-043-2020 Allocation of Grant

Total Grant Funding Available		\$	18,120,860.00
RFR #1 - February 2020 Operations	182,242.32		
RFR #2 - Runway Extension Bonds	102,242.02		
POCC POCC	1,728,770.24		
PODC	744,059.70		
RFR #3 - March 2020 Operations	242,778.15		
RFR #4 - CERB Infrastructure	2-2,170.10		
CERB - PABP Phase II	796,749.86		
CERB - South Billingsley - Giga Watt	270,291.41		
CERB - South Billingsley - Salcido	120,953.93		
RFR #5 - Executive Flight Bonds	120,000.00		
North Cascades Bank - 2020A	797,742.40		
North Cascades Bank - 2020B	2,072,911.77		
RFR #6 - April 2020 Operations	352,538.14		
RFR #7 - May 2020 Operations	239,448.52		
RFR #8 - June Operations plus debt payments	658,266.91		
RFR #9 - July 2020 Operations	218,864.36		
RFR #10 - PODC Business Park Bonds	,		
CWICC 2013 - callable	318,663.67		
PABP Phase II - callable after 12.01.2021	1,152,746.25		
3310 Purchase - callable after 06.01.2026	4,045,187.50		
RFR #11 - August 2020 Operations	366,624.15		
RFR #12 - September Operations + HVAC	535,824.52		
RFR #13 - October Operations	220,764.54		
Total Requested as of 11-24-2020			15,065,428.34
Amount still available		¢	2 055 424 66
Alliount Still available		\$	3,055,431.66



Air Traffic Organization Western Service Center

2200 S 216th ST Des Moines, WA 98198

Commissionals

COOD NEWS

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

Dear Mr. Moyers:

Subject: Pangborn Memorial Airport Medium Intensity Approach Lighting System with

Runway Alignment Indicator Lights Takeover Request

Reference: FAA Order 6700.20B, Non-Federal Navigational Aids, Air Traffic Control Facilities, and Automated Weather Systems

In response to your request that the Federal Aviation Administration (FAA) assume ownership of the proposed Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) at Pangborn Memorial Airport (KEAT) in Wenatchee, WA, the FAA Western Service Area offers the following:

The FAA has decided that assuming ownership of the KEAT MALSR would be beneficial to the National Airspace System.

Therefore the FAA agrees to assume ownership, operation, and maintenance of the aforementioned facility after the airport has met the following requirements:

- 1. The installed MALSR must be manufactured from Patriot Taxiway Industries and be comprised of the following models:
 - a. DME FA-11500 Flashers
 - b. DME FA-17900 MALS
 - c. NBP FA-21000 PCA
- 2. After installation a formal inspection by FAA Engineering Services and a flight check are performed.
- 3. Any deficiencies presented by the formal inspection are corrected.

- 4 MALSR equipment has a dedicated, FAA approved shelter.
- 5 Standard site spares are provided.
- 6 The installation of the MALSR must meet the requirements of all applicable FAA Air Traffic Organization (ATO) Orders, Technical Information books, Design Standards, Handbooks, and Engineering Briefs. In particular, the installation must meet the requirements of following:
 - a. FAA Order 6850.2B Visual Guidance Lighting Systems
 - b. FAA Order 6940.1 Access Roads to FAA Owned and Operated Facilities
 - c. T.I. 6650.37 Receiver Controller Model RC-1T5A
 - d. T.I. 6850.57 L.I.R. Structures (Low Impact Resistant Structures) (LIR)
 - e. T.I. 6850.77 L.I.R. Structures (Low-Impact Resistant Structures) (LIR)
 - f. T.I. 6850.97A Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) Type FA-17900
 - g. T.I. 6850.102 New Bedford Panoramex (NBP) Solid State Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) Control Cabinet Type FA-21000
 - h. EB 79A Determining RSA NAVAID Frangibility and Object and Fixed-By-Function Requirements
 - i. FAA-STD-019f Change 2, Lightning and Surge Protection, Grounding, Bonding, and Shielding Requirements for Facilities and Electronic Equipment
 - j. FAA-C-1217h Electrical Work, Premises Wiring
 - k. FAA-C-1391e Installation, Termination, Splicing, and Transient/Surge Protection of Underground Electrical Distribution System Power Cables
- 7 The design of the MALSR and all ancillary systems must be approved by AJW-2W14B prior to construction.
- 8 An FAA ATO representative must be on site for all construction activities.
- 9 The FAA ATO must be given final approval authority for the entirety of the installation and any deficiencies in materials, workmanship, or design must be corrected to the satisfaction of the FAA ATO prior to system commissioning.
- 10 The MALSR must be commissioned prior to the FAA assuming ownership.

If you have any questions or concerns, please contact Kasandra Brown, Non-Federal Facilities Program Implementation Manager, Western Service Area, Western Service Center, Planning And Requirements Group, at (206) 231-2959, or by email at Kasandra.Brown@faa.gov.

Sincerely,

KEVIN L.

STEWART

Digitally signed by KEVIN L STEWART
Date: 2020.12.02
13;22:37 -08'00'

David W. Washino Director, Technical Operation Western Service Area

cc: Natashia Jones, AJW-137 Michael Schoen, AJW-1 Bill Seth, WWR36-GEG Randy Richter, WWR3-SEA Tom Clark, AJV-W33



December 2, 2020

Board of Commissioners County of Chelan Chelan County Courthouse Wenatchee, WA 98801

Re: Chelan County Port District Budgets

Ladies and Gentlemen:

The Commissioners of the Port of Chelan County held a public hearing Tuesday, November 24, 2020, and adopted the 2021 final budget.

Enclosed is a copy of Resolution No. 2020-08 Declaration of Substantial Need, and Resolution No. 2020-09 Authorizing 1% Increase plus New Construction. These were approved and are being provided in order for the Port of Chelan County to Bank the 1% for future needs.

Also enclosed is a copy of Resolution 2020-10 Approving the 2021 final budget, the 2021 final budget for the Port of Chelan County and the levy certification indicating the proposed collections for 2021 of \$3,280,248.80 (which has been increased to account for any potential "adjustments").

The Port Commissioners are **not** seeking to take 1% or the 0.602% IPD, but have elected to take taxes on new construction of \$64,421.73 and the refund levy of \$9,720.89, plus the current tax levy of \$3,203,106.18, and an increase for potential adjustments of \$3,000.00. Once again, the total tax collection being requested is \$3,280,248.80. Please Bank the 1% for future needs.

If you have any questions regarding any of these items, please let me know.

Very truly yours,

Monica D. Lough, CPA

Director of Finance and Administration

Enclosure(s)

cc: Darwin Parker, Banner Bank (via e-mail.)



December 2, 2020

Board of Commissioners Douglas County Douglas County Courthouse Waterville, WA 98858

Re: Douglas County Port District Budget

Ladies and Gentlemen:

The Commissioners of the Port of Douglas County held a public hearing Tuesday, November 24, 2020, and adopted the 2021 final budget.

Enclosed is a copy of Resolution No. 2020-07 Declaration of Substantial Need, and Resolution No. 2020-08 Authorizing 1% Increase plus New Construction. These were approved and are being provided in order for the Port of Douglas County to Bank the 1% for future needs.

Also enclosed is a copy of Resolution 2020-09 Approving the 2021 final budget, the 2021 final budget for the Port of Douglas County and the levy certification indicating the proposed collections for 2021 of \$1,095,042.65 (which has been increased to account for any potential "adjustments").

The Port Commissioners are **not** seeking to take 1% or the 0.602 IPD, but have elected to take taxes on new construction of \$27,385.79, plus the current tax levy of \$1,064,656.86, and an increase for potential adjustments of \$3,000.00. Once again, the total tax collection being requested is \$1,095,042.65. Please Bank the 1% for future needs.

If you have any questions regarding any of these items, please let me know.

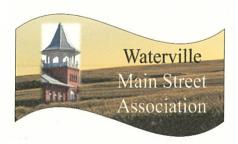
Very truly yours,

Monica D. Lough, CPA

Jonica Y

Director of Finance and Administration

Enclosure(s)



November 25, 2020

Jim Kuntz & Ron Cridlebaugh Chelan Douglas Regional Port Authority One Campbell Parkway, Suite A East Wenatchee, WA 98802-9290

Dear Jim and Ron,

Please accept our sincere thanks for the opportunity of receiving the

\$1,400 non-profit grant.

The Waterville Main Street Association will put the award towards continuing our vision of preserving our historic downtown and promoting the business district.

We appreciate your continued support.

Kind Regards,

Amy Larsen President Lisa Davies Vice President

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CHELAN DOUGLAS
REGIONAL PORT AUTHORITY

Chelan Douglas Regional Port Authority Calendar of Events

12/3/2020

Date	Day	Event / Location / Time	Attending	Cami RSVP arrangements if applicable
December 8	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		an angements if applicable
December 9-10	Wed-Thurs	WPPA Finance Seminar; 9:00 am - 12 noon	Virtual	
			Craig, Commissioner	
December 9	Wednesday	NCWEDD Board Meeting, Zoom; 9:00 am	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	3
December 16	Wednesday	GWATA Board Meeting, 3-5pm, Zoom		
December 22	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
		Douglas County Community Leadership Advisory Meeting,		
December 23	Wednesday	Zoom , 2:30 pm - 4:00 pm	Ron C.	
December 24	Thursday	Christmas Eve Office Closed		
December 25	Friday	Christmas Day Office Closed		