



Working Together to Enhance the Economic Vitality of North Central Washington

Chelan Douglas Regional Port Authority
Special Meeting Agenda
October 12th, 2021
12:00 pm

In order to maximize social distancing related to COVID-19, the meeting will be held at the CTC and remotely using Zoom Virtual Conference.

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 AGENDA

CDRPA: Approval of Chelan Douglas Regional Port Authority Minutes of September 28th, 2021 Commission Meeting; and Check Register Pages #2021-32-#2021-34, including Electronic Transfers

V. PRESENTATION

- **SBDC – Ron Nielsen**

VI. CDRPA ACTION ITEMS

- (1) CTC Core & Shell Building Remodel – Authorization to Award Low Bidder
- (2) CTC Core & Shell Building Remodel – Establishing Overall Project Budget
- (3) CTC Surplus Equipment Bid – Authorization to Award to Highest Bidder
- (4) Professional Services Agreement – South End Utilities Working Group
- (5) Regional Port Office/Aviation Center Building – Trench Drain Sewer Project
- (6) Revised Covenants – Pangborn Airport Business Park
- (7) CDRPA Resolution No. 2021-18 Clarifying Commissioner Per Diem
- (8) Approval of Unit Price Contract with Schmitt Electric – Lineage Lighting Project

VII. CDRPA INFORMATIONAL ITEMS (Board may take action on any items listed)

- (9) Lake Chelan Airport – Joint City/Regional Port Meeting
- (10) Prospective New Tenant – Pangborn Airport Business Park – 3306 Building

VIII. MISCELLANEOUS STAFF REPORTS

- CEO
- Director of Finance & Administration
- Director of Airports
- Director of Economic & Business Development
- Public Works & Capital Projects Manager
- Property & Maintenance Manager
- CTC Manager

IX. PUBLIC COMMENT

X. REVIEW CALENDAR OF EVENTS

XI. ITEMS FROM BOARD OF DIRECTORS

XII. 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)).

XIII. MEETING RECESS

**Reconvene for Chelan Douglas Regional Port Authority & City of Chelan
Joint Airport Meeting – Lake Chelan Airport; 6:00 pm, Chelan City Hall,
135 E. Johnson Avenue, Chelan, WA.**

XIV. ADJOURN

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

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



Board of Directors
SUGGESTED MOTIONS
October 12, 2021

IV. CONSENT AGENDA

CDRPA CONSENT AGENDA

- To approve the Chelan Douglas Regional Port Authority Consent Agenda consisting of Minutes of September 28th, 2021 Commission Meeting; and Check Register Pages #2021-32-#2021-34, including Electronic Transfers, as presented.

V. ACTION ITEMS

(1) CTC Core & Shell Building Remodel – Authorization to Award Low Bidder

To authorize the CEO to award the CTC Core & Shell Building Remodel Project to Halme Builders, in the amount of \$3,545,000, including Washington State Sales Tax, upon receipt and acceptance of all necessary deliverables required by the contract documents from the contractor.

(2) CTC Core & Shell Building Remodel – Establishing Overall Project Budget

To establish an overall Project Budget for the CTC Core & Shell Remodel in an amount not to exceed \$3,977,080.

(3) CTC Surplus Equipment Bid – Authorization to Award to Highest Bidder

To authorize the CEO to award a Purchase Contract to EnviroMax in the amount of \$1,184,000.00 for the CTC Surplus Equipment.

(4) Professional Services Agreement – South End Utilities Working Group

To authorize the CEO to enter into a Professional Services Agreement with RH2 Engineers for the South End Utilities Planning Project in an amount not to exceed \$100,000.00.

(5) Regional Port Office/Aviation Center Building – Trench Drain Sewer Project

To authorize the CEO to award a construction contract for the Trench Drain Sewer Connection Project at Executive Flight subject to the cost, including tax, not exceeding \$70,000.

(6) Revised Covenants – Pangborn Airport Business Park

To approve the revised Covenants for Pangborn Airport Business Park, as presented.

(7) CDRPA Resolution No. 2021-18 Clarifying Commissioner Per Diem

To approve CDRPA Resolution No. 2021-18 clarifying Commissioner Per Diem.

(8) Approval of Unit Price Contract with Schmitt Electric – Lineage Lighting Project

To authorize the Unit Price Contract Work Request with Schmitt Electric for the Lineage Lighting Project in the amount of \$57,055.00, including Washington State Sales Tax.



**Board of Directors
Chelan Douglas Regional Port Authority
Special Meeting Minutes
September 28th, 2021
9:00 am**

Present:

Directors

JC Baldwin, Director
W. Alan Loeb sack, Director
Rory Turner, Director

Jim Huffman, Director
Donn Etherington, Director
Mark Spurgeon, Director

Staff

Jim Kuntz, Chief Executive Officer
Trent Moyers, Director of Airports
Stacie de Mestre, Capital Projects Mgr.
Ron Russ, Property Mgr.
Cami Harris, Executive Assistant
Quentin Batjer, Legal Counsel
Esther McKivor, Accounting Specialist (Zoom)

Monica Lough, Dir. of Finance & Admin.
Ron Criddlebaugh, Econ. Dev. Director
Tricia Degnan, CTC Manager (Zoom)
Craig Larsen, Business Dev. Mgr.
Sarah Deenik, Com. Coordinator (Zoom)
Bealinda Tidd, Accounting Specialist (Zoom)

Guests

Erik Howe, RH2 (Zoom)
Erin McCardle, City of Chelan (Zoom)
Sydnee Gonzalez, Wen. World (Zoom)
Chris Mansfield, T.O. Engineers

Adam Neff, RH2 (Zoom)
Ray Dobbs (Zoom)
JR Norvell, T.O. Engineers

The Chelan Douglas Regional Port Authority (CDRPA) Meeting was called to order at 9:00 am. The Special Meeting began with a tour of Pangborn Airport properties and then reconvened at Confluence Technology Center and via Zoom.

Introductions were made.

Conflict of Interest: None

CDRPA CONSENT AGENDA:

The Chelan Douglas Regional Port Authority Consent Agenda consisting of minutes of September 14th, 2021 Commission Meeting; August 2021 Commission Calendar; and CDRPA Resolution No. 2021-17 voiding check #8559 was presented and the following action was taken:

Motion No.

Moved by:

Seconded by:

09-07-21 CDRPA

Rory Turner

Mark Spurgeon

To approve the Chelan Douglas Regional Port Authority Consent Agenda consisting of minutes of September 14th, 2021 Commission Meeting; August 2021 Commission Calendar; and CDRPA Resolution No. 2021-17 voiding check #8559, as presented.

Motion passed 6-0.

CDRPA ACTION ITEMS:

Authorization to Solicit Bids for the 3306 Building Gutter & Siding Installation Project

– Russ provided information on the 3306 Building Gutter & Siding Installation Project. This project was bid earlier in the year. One bid was received and came back over the Engineer’s estimate and was rejected. Staff requested authorization to rebid the project. Discussion ensued and the following action was taken:

Motion No.	09-08-21 CDRPA
Moved by:	Jim Huffman
Seconded by:	Mark Spurgeon
	To authorize the CEO to solicit bids for the 3306 Building Gutter & Siding Installation Project.

Motion passed 6-0.

Pangborn Airport – Taxiway “A” Realignment – Design & Construction Management Fees

– Kuntz & Moyers provided information on the Design & Construction Management Fees associated with the Pangborn Airport Taxiway “A” Realignment Project. Discussion ensued and the following actions were taken:

Motion No.	09-09-21 CDRPA
Moved by:	Rory Turner
Seconded by:	JC Baldwin
	To authorize the CEO to enter into a Design & Construction Management Agreement with T.O. Engineers for the Taxiway “A” Realignment Project.

Motion passed 6-0.

INFORMATIONAL ITEMS:

Commercial Air Service Lease Rates – Pangborn Memorial Airport: Kuntz & Moyers provided a review of current lease rates for Horizon Airlines compared to other similar size airports in the state.

Cashmere Mill District Updates - Kuntz provided various, detailed updates on Cashmere Mill District including:

- Beaver mitigation/flooding is an ongoing issue. Perhaps a levy should be explored.
- Woodwaste Removal Project north of Sunset Highway has been delayed due to City of Cashmere permit requirements.
- Louws Truss expansion and possible development on the property.
- Curb Appeal - update on City of Cashmere code compliance for curb and gutters.

ACTION ITEM:

Authorization to Award the Contract for the Cashmere Mill District Beaver Mitigation Project

– Russ reviewed the two bids received for the Cashmere Mill District Beaver Mitigation Project. Olin Excavation was the apparent responsive low bidder. Staff requested authorization to award the contract to Olin Excavation. The following action was taken:

Motion No.	09-10-21 CDRPA
Moved by:	JC Baldwin
Seconded by:	Mark Spurgeon
	To authorize the CEO to award the contract for the Cashmere Mill District Beaver Mitigation Project to Olin Excavation in the amount of \$38,338.20, including WSST, and to establish an overall Project Budget in the amount of \$53,500.00.

Motion passed 6-0.

Preliminary Health Insurance Plan Options – Lough provided a review of Health Insurance options for 2022.

ADO Reporting Requirements – Cridlebaugh provided an update on new ADO reporting requirements for 2021-2023.

Columbia Street/Lineage Adaptive Reuse Study – Consultant Selection Update – de Mestre reported 5 responses were received for the Columbia Street/Lineage Adaptive Reuse Feasibility Study. Staff interviewed two firms: Graham Baba, Seattle; and ALSC, Spokane. After interviewing both firms, Staff chose Graham Baba. More information will be brought to the Board at an upcoming meeting.

MISC. STAFF REPORTS:

Kuntz provided information and updates including:

- S.P.O.R.T. signed the new Purchase & Sale Agreement for Lineage Building H. New deadline to close is March 1, 2022.
- Attended a kick off meeting for the South End Utilities Working Group last week.
- The EDA Grant application for the Trades District is nearly complete.
- Douglas County will review the Regional Port's .09 tax grant application for the Trades District in fall 2022.

Lough provided information and updates including:

- Update on Chelan Valley Marine settlement.

Moyers provided information and updates including:

- Provided an update on the parking lot: 13% of all travelers out of Pangborn are utilizing the parking lot.

de Mestre provided information and updates including:

- Bids for the CTC surplus property are due this Thursday.

Larsen provided information and updates including:

- Update on a potential incubator space tenant at Pybus.

Cridlebaugh provided information and updates including:

- Update on a fulfillment company interested in Lineage Buildings G & I.

Degnan provided information and updates including:

- Reported a CTC chiller pump leaked water and glycol on September 16th. Staff promptly cleaned up the spill and no other action was required.

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

REVIEW CALENDAR OF EVENTS: Did not review.

ITEMS FROM BOARD OF DIRECTORS: Directors provided various updates.

Meeting was adjourned at 2:30 pm.

Signed and dated this 12th day of October, 2021.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

Jim Huffman, Director

Donn Etherington, Director

Mark Spurgeon, Director


Rory Turner, Director

W. Alan Loeb sack, Director

**Chelan Douglas Regional Port Authority
Check Register Listing
2021-September**

Date Issued	Register #	Reason	First #	Last #	Amount
09/08/21		WA Dept Ret Sys		ACH	\$3,249.58
09/15/21		Payroll Mid-month Draws		ACH	\$2,300.00
09/15/21	2021-32	Mid-Month Payables	8725	8779	\$259,842.16
09/28/21		WA Dept of Revenue - Sales Tax		ACH	\$21,957.07
09/30/21	2021-33	September 2021 Payroll	8780	8782	\$229,412.36
09/30/21	2021-34	Month-end Payables	8783	8828	\$141,421.35
Transactions for approval October 12, 2021 total:					\$658,182.52

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

Chief Executive Officer  _____

Dir of Finance & Admin. _____

Director Baldwin _____

Director Etherington _____

Director Huffman _____

Director Loeb sack _____

Director Spurgeon _____

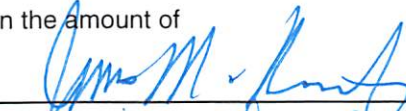
Director Turner _____

**Chelan Douglas Regional Port Authority
Check Register
2021-32**

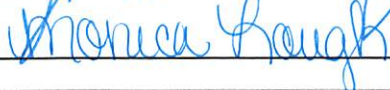
We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval September 15, 2021 checks 8725 - 8779 in the amount of **\$ 259,842.16**

Jim Kuntz, Chief Executive Officer



Monica Lough, Director of Finance & Admin



Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
09/15/2021	Chelan County PUD	Electricity	8741	614.72
09/15/2021	City of Cashmere	Water/Sewer	8743	815.12
09/15/2021	Waste Management	Monthly Services	8777	389.66
Net Cashmere Mill District				<u><u>\$1,819.50</u></u>
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
09/15/2021	Banner Bank	Advertising,Subscriptions,Office Supplies	8735	910.83
09/15/2021	Chelan County PUD	Electricity/Water	8741	10,538.40
09/15/2021	City of Wenatchee	Sewer/Storm Water	8744	589.68
09/15/2021	Crown Paper & Janitorial Supply	Custodial & Janitorial Supplies	8747	368.16
09/15/2021	Express Services, Inc.	CTC Admin Asst.	8754	263.52
09/15/2021	GFC Services	Janitorial Services - Aug 2021	8757	5,072.37
09/15/2021	Home Depot Pro	Maintenance Supplies	8759	10.82
09/15/2021	North Central ESD	August 2021 Service	8764	4,851.00
09/15/2021	Pacific Security	Patrol Service - Aug 2021	8768	362.82
09/15/2021	Waste Management	Monthly Services	8777	2,032.97
Net Confluence Technology Center				<u><u>\$25,000.57</u></u>
<u>DOWNTOWN WENATCHEE SOUTH</u>				
09/15/2021	After Hours Plumbing & Heating, Inc.	Plumbing repair	8725	543.44
09/15/2021	Chelan County PUD	Utilities	8741	1,087.78
09/15/2021	City of Wenatchee	Utilities	8744	929.95
Net Downtown Wenatchee South				<u><u>\$2,561.17</u></u>
<u>OLDS STATION BUSINESS PARK</u>				
09/15/2021	Chelan County PUD	Electricity/Water	8741	2,512.56
09/15/2021	City of Wenatchee	Water, Sewer & Storm Drain	8744	594.10
09/15/2021	Home Depot Pro	Equipment Maintenance	8759	22.77
09/15/2021	North Cascades Heating & A/C, Inc	Repair Roof Top AC Unit #5	8763	1,132.43
09/15/2021	S & W Irrigation Supply	Irrigation Supplies	8772	143.88
09/15/2021	Waste Management	Monthly Services	8777	134.45
Net Olds Station Business Park				<u><u>\$4,540.19</u></u>
<u>PANGBORN AIRPORT</u>				
09/15/2021	Ag Supply Co.	Unleaded & Offroad Diesel Bulk, Padlock	8726	2,509.29
09/15/2021	Avfuel Corp	Jet Fuel	8728	106,904.41
09/15/2021	Banner Bank	WAMA Tour breakfast, Flash Parking Supplies	8730	492.79
09/15/2021	Banner Bank	Terminal & Aviation Maint Supplies	8736	1,134.30
09/15/2021	Banner Bank	FBO & Parking Lot Expenses	8737	1,128.89

**Chelan Douglas Regional Port Authority
Check Register
2021-32**

09/15/2021	Beckstead Electric, Inc.	New switch for fuel hose recoiler	8738	124.55
09/15/2021	Berk Consulting, Inc.	CDRPA Policy Amendments	8739	1,493.75
09/15/2021	Cintas Corporation	Uniforms	8742	148.38
09/15/2021	Douglas County PUD	Airfield & Terminal Electricity	8752	2,396.00
09/15/2021	FlashParking, Inc.	August Flash Parking Fees	8755	19.71
09/15/2021	Home Depot Pro	Maintenance Supplies	8759	2,352.68
09/15/2021	Legacy Telecommunications, Inc	Annual Generator Inspection & Service	8761	1,543.28
09/15/2021	Lowe's	Aviation & Airfield Maintenance	8762	158.63
09/15/2021	OmniPark, Inc	Monthly Services	8766	366.05
09/15/2021	Oxarc Inc.	Cylinder Rental	8767	86.30
09/15/2021	ProDIGIQ, Inc.	Self-Inspection Portal Maint & Support	8770	750.00
09/15/2021	S & W Irrigation Supply	Irrigation Supplies	8772	38.27
09/15/2021	Stan's Merry Mart	Padlock Combo Set	8773	78.15
09/15/2021	Voltaire Aviation Inc	Air Service Dev Retainer - Sept 2021	8776	4,000.00
09/15/2021	Waste Management	Monthly Services	8777	816.66
09/15/2021	Wenatchee World	Airport Line Service Tech Ad	8778	610.60
	Net Pangborn Airport			\$127,152.69
	<u>PANGBORN AIRPORT BUSINESS PARK</u>			
09/15/2021	Banner Bank	Cylindrical lock	8732	503.14
09/15/2021	Douglas County PUD	Electricity	8752	1,371.00
09/15/2021	Harvest Valley Pest Control, Inc.	Pest Control	8758	340.07
09/15/2021	Peaceful Retreat Yard Care & Landscaping	Grounds Maintenance	8769	2,842.88
09/15/2021	York Building Services, Inc.	Janitorial Services	8779	1,788.00
	Net Pangborn Airport Business Park			\$6,845.09
	<u>RPA OFFICE/AVIATION CENTER</u>			
09/15/2021	Banner Bank	Building Maintenance & Repairs	8730	12.06
09/15/2021	Banner Bank	Building Maintenance & Repairs	8736	214.92
09/15/2021	D&B Backflow LLC	Potable Water Line Backflow Test	8748	165.00
09/15/2021	Douglas County PUD	Electricity	8752	1,172.00
09/15/2021	Legacy Telecommunications, Inc	Annual Generator Inspection & Service	8761	785.18
09/15/2021	Waste Management	Monthly Services	8777	353.99
	Net RPA Office/Aviation Center			\$2,703.15
	<u>LAKE CHELAN AIRPORT</u>			
09/15/2021	Chelan County PUD	Utilities	8741	22.53
09/15/2021	Vita Green LLC	Landscape Services	8775	977.94
	Net Lake Chelan Airport			\$1,000.47
	<u>MANSFIELD AIRPORT</u>			
09/15/2021	Douglas County PUD	Electricity	8752	45.00
	Net Mansfield Airport			\$45.00
	<u>WATERVILLE AIRPORT</u>			
09/15/2021	Douglas County PUD	Electricity	8752	30.00
	Net Waterville Airport			\$30.00
	<u>ORONDO RIVER PARK</u>			
09/15/2021	Banner Bank	Road Signs	8736	130.63
09/15/2021	Douglas County PUD	Electricity	8752	109.00
09/15/2021	Eurofins Cascade Analytical	Coliform Colilert	8753	31.00
09/15/2021	Express Services, Inc.	Park Attendants	8754	1,245.78

**Chelan Douglas Regional Port Authority
Check Register
2021-32**

09/15/2021	Pacific Security	Patrol Service - Aug 2021	8768	1,169.00
09/15/2021	Peaceful Retreat Yard Care & Landscaping	Grounds Maintenance - Aug 2021	8769	2,682.19
09/15/2021	Waste Management	Utilities	8777	138.66
	Net Orondo River Park			\$5,506.26
 <u>PYBUS INCUBATOR</u>				
09/15/2021	Chelan County PUD	Utilities	8741	88.81
	Net Pybus Incubator			\$88.81
 <u>PESHASTIN PROPERTY</u>				
09/15/2021	Apple Valley Pumping Service	Portable Toilet Rental	8727	90.00
	Net Peshastin Property			\$90.00
 <u>ADMINISTRATIVE & GENERAL</u>				
09/15/2021	Banner Bank	Lunch - Kuntz & Etherington Review Agenda	8729	41.67
09/15/2021	Banner Bank	Subscriptions and Supplies	8730	2,138.82
09/15/2021	Banner Bank	WEDA Summer Conference Expenses	8731	520.01
09/15/2021	Banner Bank	Seattle Times - monthly service	8733	15.96
09/15/2021	Banner Bank	Mail IT Your Way - postage	8734	8.21
09/15/2021	Banner Bank	NCW Fair Lunch, Moyers & Larsen	8737	38.17
09/15/2021	Cascade Quality Water	August Bottled Water	8740	90.41
09/15/2021	Craig Larsen	Mileage	8746	98.11
09/15/2021	Davis Arneil Law Firm, LLP	Legal Services	8750	12,459.00
09/15/2021	Forte Architects Inc.	Professional Services	8756	434.00
09/15/2021	James Kuntz	Alderbrook Conf. - room fee	8760	494.46
09/15/2021	Office Depot	Office Supplies	8765	382.54
09/15/2021	Quadient Leasing USA, INC.	Postage Machine Lease	8771	220.80
	Net Administrative & General			\$16,942.16
 <u>BUSINESS DEVELOPMENT & MARKETING</u>				
09/15/2021	Banner Bank	Lunch - re: Torres Malaga property	8729	38.67
09/15/2021	Banner Bank	Advertising & Marketing	8730	1,145.24
09/15/2021	Banner Bank	Subscriptions, Marketing, Public Parking	8731	331.55
09/15/2021	Banner Bank	Returned logo wear shirt	8737	-52.77
09/15/2021	Claridge Media	Drone Aerial Video	8745	2,254.00
	Net Business Development & Marketing			\$3,716.69
 <u>CAPITAL PROJECTS</u>				
09/15/2021	Daily Journal of Commerce	CTC Restoration Ad	8749	619.20
09/15/2021	Daily Journal of Commerce	Columbia Feasibility Study Ad	8749	189.20
09/15/2021	DOH Associates	Actapio Restor- A&E	8751	49,617.92
09/15/2021	DOH Associates	GA Building Study - A&E	8751	4,409.50
09/15/2021	Forte Architects Inc.	GigaWatt Feasibility - A&E	8756	2,375.00
09/15/2021	Forte Architects Inc.	EF Meeting Room - A & E	8756	2,381.50
09/15/2021	T-O Engineers	MALSR 30% Design	8774	617.50
09/15/2021	T-O Engineers	ALS Land Purch - A&E	8774	1,480.05
09/15/2021	Wenatchee World	RFP - Surplus Data Center Equip	8778	110.54
	Net Capital Projects			\$61,800.41
TOTAL				\$259,842.16

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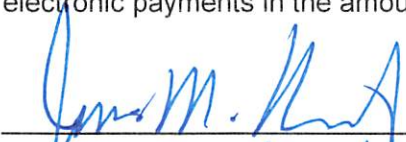
**Chelan Douglas Regional Port Authority
Check Register
2021-33**

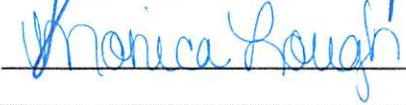
We, the undersigned Directors of Chelan Douglas Regional Port Authority, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval September 30, 2021, checks 8780- 8782, and electronic payments in the amount of:

\$ 229,412.36

Jim Kuntz, Chief Executive Officer





Monica Lough, Director of Finance & Admin

Date Issued	Claimant	Purpose	Check Number	Amount
Payroll				
09/30/21	Applebury, Briar	September 2021 Payroll	EFT	2,447.70
09/30/21	Asplund, Randy	September 2021 Payroll	EFT	1,523.77
09/30/21	Baldwin, Janet L	September 2021 Payroll	EFT	1,421.67
09/30/21	Beidler, Camryn N	September 2021 Payroll	EFT	2,444.21
09/30/21	Camarillo Reyes, Laura	September 2021 Payroll	EFT	2,801.43
09/30/21	Chatriand, Bobbie J	September 2021 Payroll	EFT	2,906.12
09/30/21	Cridlebaugh, Ronald W	September 2021 Payroll	EFT	5,966.90
09/30/21	de Mestre, Stacie	September 2021 Payroll	EFT	5,193.14
09/30/21	Deenik, Sarah K	September 2021 Payroll	EFT	4,584.79
09/30/21	Degnan, Tricia E	September 2021 Payroll	EFT	4,445.61
09/30/21	Etherington, Donn	September 2021 Payroll	EFT	1,521.35
09/30/21	Flaget, Todd R	September 2021 Payroll	EFT	3,852.13
09/30/21	Harris, Camille L	September 2021 Payroll	EFT	3,158.60
09/30/21	Huffman, James D	September 2021 Payroll	EFT	1,557.55
09/30/21	Kuntz, James M	September 2021 Payroll	EFT	12,439.88
09/30/21	Lamb, Kenneth R	September 2021 Payroll	EFT	4,276.71
09/30/21	Lamb, Shane C	September 2021 Payroll	EFT	3,333.35
09/30/21	Larsen, Craig N	September 2021 Payroll	EFT	5,797.15
09/30/21	Loebsack, W Alan	September 2021 Payroll	EFT	305.68
09/30/21	Lough, Monica D	September 2021 Payroll	EFT	7,516.01
09/30/21	Martinez, Rafael	September 2021 Payroll	EFT	2,718.58
09/30/21	McKivor, Esther S	September 2021 Payroll	EFT	3,962.68
09/30/21	Moyers, Trent D	September 2021 Payroll	EFT	7,219.98
09/30/21	Orr, Marcus J	September 2021 Payroll	EFT	3,988.04
09/30/21	Ramos, Jorge E	September 2021 Payroll	EFT	2,480.84
09/30/21	Russ, Ronald R	September 2021 Payroll	EFT	5,711.52
09/30/21	Russell, Justin L	September 2021 Payroll	EFT	5,311.63
09/30/21	Scott, Tristan L	September 2021 Payroll	EFT	2,644.72
09/30/21	Smith, Charles B	September 2021 Payroll	EFT	3,198.00

09/30/21	Spurgeon, Mark M	September 2021 Payroll	EFT	909.92
09/30/21	Thorpe, Colby	September 2021 Payroll	EFT	415.58
09/30/21	Tidd, Bealinda	September 2021 Payroll	EFT	3,392.19
09/30/21	Turner, Rory A	September 2021 Payroll	EFT	1,476.67
09/30/21	Vargas, Manuel A	September 2021 Payroll	EFT	3,987.42
09/30/21	Bealinda Tidd	September Sunshine fund	8780	125.00
09/30/21	Washington Counties Insurance Fund	October Insurance	8781	28,308.68
09/30/21	HRA VEBA Trust	September VEBA	8782	2,000.00
09/30/21	Department of Retirement Systems	September Retirement	ACH	32,228.84
09/30/21	US Treasury	September Payroll taxes	EFTPS	41,838.32
	Net Payroll			<u>229,412.36</u>

Voided:

**Chelan Douglas Regional Port Authority
Check Register
2021-34**

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 September 30, 2021 checks 8783 - 8828 in the amount of \$ 141,421.35

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin

Date Issued	Claimant	Purpose	Check Number	Amount
<u>CASHMERE MILL DISTRICT</u>				
09/30/2021	Local Tel Communications	Fire Alarm Services	8813	181.94
	Net Cashmere Mill District			<u>\$181.94</u>
<u>CONFLUENCE TECHNOLOGY CENTER</u>				
09/30/2021	Cascade Natural Gas	Natural Gas	8790	13.78
09/30/2021	Chelan County PUD	Water/Fire Sprinkler	8791	199.24
09/30/2021	Crown Paper & Janitorial Supply	Janitorial Supplies	8793	108.60
09/30/2021	Firefly	IT Managed Services	8803	1,976.11
09/30/2021	Johnson Controls	Repair lighting panel	8811	797.95
09/30/2021	Kelley Imaging Systems, Inc.	Copier Services	8812	168.34
09/30/2021	Local Tel Communications	Fire Suppression & Sprinkler, Telephone	8813	1,466.51
09/30/2021	North Cascades Heating & A/C, Inc	3Q 2021 HVAC Maintenance	8818	3,597.38
09/30/2021	Pacific Power Batteries	Security System Backup Batteries	8820	619.15
	Net Confluence Technology Center			<u>\$8,947.06</u>
<u>DOWNTOWN WENATCHEE SOUTH</u>				
09/30/2021	Cascade Natural Gas	Utilities	8790	374.36
09/30/2021	Inland Fire Protection, Inc.	New Belt in Air Compressor	8808	482.18
	Net Downtown Wenatchee South			<u>\$856.54</u>
<u>OLDS STATION BUSINESS PARK</u>				
09/30/2021	Apple Valley Pumping Service	Pump & disposal	8786	297.83
09/30/2021	BNSF Railway Company	Track Lease	8788	1,200.00
09/30/2021	Cascade Natural Gas	Natural Gas	8790	13.78
09/30/2021	Chelan County PUD	Water	8791	545.01
09/30/2021	Fastenal Company	Equipment Supplies	8801	33.25
09/30/2021	Local Tel Communications	Alarm Services	8813	573.42
09/30/2021	Stemilt Organic Recycling Center	Landscaping Waste	8826	24.00
	Net Olds Station Business Park			<u>\$2,687.29</u>
<u>PANGBORN AIRPORT</u>				
09/30/2021	Avfuel Corp	Jet A Fuel	8787	55,901.68
09/30/2021	Cintas Corporation	Uniforms	8792	141.04
09/30/2021	Douglas County PUD	Airfield Electricity	8796	17.00
09/30/2021	Douglas County Sewer District No. 1	Sewer	8797	251.12
09/30/2021	East Wenatchee Water District	Domestic Water	8798	971.55
09/30/2021	Fastenal Company	Equipment	8801	198.25
09/30/2021	FedEx	Friction Meter Calibration	8802	22.89
09/30/2021	Firefly	IT Managed Services	8803	1,511.87

**Chelan Douglas Regional Port Authority
Check Register
2021-34**

09/30/2021	Graybeal Signs, Inc.	Terminal Parking Signs	8806	1,448.81
09/30/2021	Home Depot Pro	Janitorial Supplies	8807	205.25
09/30/2021	Jerry's Auto Supply	Vehicle Supplies	8810	2,599.87
09/30/2021	Local Tel Communications	Phone/Internet/Cable, Alarm Services	8813	842.12
09/30/2021	Lowe's	Equipment Maintenance	8814	307.41
09/30/2021	Moon Security Services, Inc	Comm'l Monitoring - Oct 2021	8817	42.28
09/30/2021	Platt Electric Supply	Maintenance Supplies	8821	1,183.32
Net Pangborn Airport				<u><u>\$65,644.46</u></u>

PANGBORN AIRPORT BUSINESS PARK

09/30/2021	Douglas County Sewer District No. 1	Sewer	8797	86.00
09/30/2021	East Wenatchee Water District	Water	8798	583.60
09/30/2021	Local Tel Communications	Fire Alarm Services	8813	171.13
Net Pangborn Airport Business Park				<u><u>\$840.73</u></u>

RPA OFFICE/AVIATION CENTER

09/30/2021	Ag Supply Co.	Maintenance Supplies	8784	9.75
09/30/2021	Cascade Natural Gas	Natural Gas	8790	94.87
09/30/2021	Douglas County PUD	Electricity	8796	796.00
09/30/2021	Douglas County Sewer District No. 1	Sewer	8797	171.14
09/30/2021	East Wenatchee Water District	Water	8798	278.20
Net RPA Office/Aviation Center				<u><u>\$1,349.96</u></u>

ORONDO RIVER PARK

09/30/2021	Eurofins Cascade Analytical	Coliform Colilert	8799	31.00
09/30/2021	Express Services, Inc.	Park Attendants	8800	1,222.71
09/30/2021	Local Tel Communications	Utilities	8813	65.91
Net Orondo River Park				<u><u>\$1,319.62</u></u>

ADMINISTRATIVE & GENERAL

09/30/2021	Alan Loeb sack	Mileage	8785	42.22
09/30/2021	Donn Etherington	Mileage	8795	75.71
09/30/2021	Firefly	IT Managed Services	8803	2,264.55
09/30/2021	GeoEngineers Inc	Waterville Hangar H-19, Environ Sampling	8805	10,880.91
09/30/2021	J. C. Baldwin	Mileage/Meals	8809	301.14
09/30/2021	Local Tel Communications	Telephone	8813	943.39
09/30/2021	Mark M. Spurgeon	Mileage	8815	94.30
09/30/2021	RH2 Engineering, Inc.	Engineering Services	8822	2,386.96
09/30/2021	Ron Criddlebaugh	Mileage	8823	276.64
09/30/2021	Rory Turner	Mileage	8824	81.76
09/30/2021	State Auditor's Office	WA State Audit Costs	8825	7,666.41
09/30/2021	Xerox Corporation	XC C60 Printer Service	8828	2,675.67
Net Administrative & General				<u><u>\$27,689.66</u></u>

ECONOMIC DEV CONTR - Nonprofits

09/30/2021	Cascade Foothills Farmland Association	Q3 Economic Development Contract	8789	5,863.34
09/30/2021	Wenatchee Outdoors	Q3 2021 Wenatchee Movers Campaign	8827	1,250.00
Net Economic Dev Contr - Nonprofits				<u><u>\$7,113.34</u></u>

CAPITAL PROJECTS

09/30/2021	A Central, LLC	Asbestos Inspection - CTC	8783	1,998.00
09/30/2021	Apple Valley Pumping Service	Trench Pumping & Disposal - EF	8786	373.64
09/30/2021	Daily Journal of Commerce	Surplus Equipment	8794	202.10

**Chelan Douglas Regional Port Authority
Check Register
2021-34**

09/30/2021	Floor Factory, Inc.	CWICC Carpet	8804	14,158.17
09/30/2021	Maul Foster Alongi, Inc.	Brownfields Coalition Grant Consulting	8816	4,641.25
09/30/2021	Pacific Appraisal Associates, PLLC	Salvage Value Consult on Lytle Improvements	8819	1,200.00
09/30/2021	RH2 Engineering, Inc.	IB #2 Pavement Preservation	8822	2,217.59
	Net Capital Projects			\$24,790.75

TOTAL

\$141,421.35

Void:

Memo

To: Board of Directors

From: Stacie de Mestre

Date: October 6, 2021

Re: Authorization to Award and Establish a Project Budget – CTC Demolition and Restoration

On October 6, 2021 two bids were received in response to the Invitation to Bid issued August 26, 2021 for the CTC Demolition and Restoration project. Approximately four hours after bids were opened, the apparent low bidder (Forma Construction) submitted a letter claiming bidder error and asked for their bid to be excluded. See attached for the bid tabulation.

Moving forward, we have two options:

- We can reject the remaining bid and rebid the project
- We can award the contract to the remaining bidder

Due to the challenging bidding environment, schedule constraints for reimbursement from Actapio, and the risk of losing the salvage company awarding the contract to the remaining bidder may be worth considering. If we proceed with the remaining bidder, staff would propose awarding the base bid, alternate 1, alternate 3, and alternate 4. Please see the attached spreadsheet for a complete summary of project funding and costs.

If the Board wants to award the CTC Demolition and Restoration contract to Halme Builders it would be \$3,545,000 (including WSST).

If approval to award the contract is received, Staff is suggesting the following overall project budget:

Construction Contract:	\$3,545,000.00
DOH Contract (Design and Admin):	\$ 184,600.00
Special Inspector:	\$ 20,000.00
Contingency (5%):	\$ 187,480.00
Consulting and Misc Expenses:	<u>\$ 40,000.00</u>
Total Project Budget:	\$3,977,080.00

BID TABULATION

CTC Demolition and Restoration

OCTOBER 6, 2021 – 10:00 AM

EXECUTIVE FLIGHT

PROJECT ESTIMATE: \$2,600,000.00

OPENED BY: Stacie de Mestre

RECORDED BY: Gale Britt

Bidder Name City, State	Bid Bond	Add. 1, 2	Base Bid	Alt 1 Equip Yard	Alt 2 Fire Main	Alt 3 Perim. Sealant	Alt 4 Glazing	Unit Price Add/Deduct
Forma Construction Olympia, WA Bidder Claimed Bid Error	X	X	\$1,755,000.00	\$285,700.00	\$135,000.00	\$27,400.00	\$23,500.00	\$118.00/LF \$115.00/LF
Halme Builders Davenport, WA	X	X	\$3,200,00.00	\$300,000.00	\$300,000.00	\$35,000.00	\$10,000.00	\$40.00/LF No Deduct

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

CTC Core and Shell Restoration Cost Summary

Reimbursement

Actapio Reimbursement	(\$2,000,000)
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Reimbursable Costs to Date

DOH Contract (thru bidding)	\$109,600
Hazardous Material Survey	\$1,998
Advertising	\$1,193
Subtotal	<u>\$112,791</u>

Future Reimbursable Costs

Halme Builders (Base Bid & Alt 1)	\$3,500,000
Special Inspector (Budget)	\$20,000
DOH Contract (Contract Admin.)	\$75,000
Subtotal	<u>\$3,595,000</u>

Total Reimbursable Costs	\$3,707,791
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Costs Remaining	\$1,707,791
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CDRPA Revenue

Sale of Surplus Equipment	(\$1,184,000)
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Non-Reimbursable Costs

Halme Builders (Alt 3 and Alt 4)	\$45,000
Surplus Equipment Advertising	\$313
Consulting Prior to Restoration	\$35,874
Subtotal	<u>\$81,187</u>

Total CDRPA Share	\$604,978
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Note: During lease reassignment negotiations, the Port received \$1,000,000 from Yahoo

Memo

To: Board of Directors

From: Stacie de Mestre

Date: October 6, 2021

Re: Authorization to Award – Purchase of CTC Surplus Data Center Equipment

On September 30, 2021 three proposals were received in response to the CDRPA RFP – Purchase of Surplus Data Center Equipment dated September 2, 2021. Please see attached for a summary of the proposals received. Staff is seeking Board approval to award a purchase contract to EnviroMax in the amount of \$1,184,000.00. EnviroMax will be required to submit a deposit in the amount of \$296,000.00 along with their signed contract. The deposit is non-refundable but will be applied to their final equipment purchase payment. No equipment will leave the CTC until payment has cleared.



PROPOSAL SUMMARY
REQUEST FOR PROPOSAL
PURCHASE OF SURPLUS DATA CENTER EQUIPMENT

On September 30, 2021 at 2:00 PM three proposals were received in response to the above referenced RFP issued on September 2, 2021. A summary of the proposals is listed below:

Company	Location	Proposal Amount
EnviroMax	Spokane, WA	\$1,184,000.00
Critical Power Products & Services	Post Falls, ID	\$1,158,000.00
Totem Equipment	Spokane, WA	\$950,000.00

Proposals are being reviewed and evaluated. Board of Directors approval will be required prior to contract award. The next Board of Directors meeting is on October 12, 2021.

All questions shall be directed to Stacie de Mestre via email at Stacie@CDRPA.org

Memo

To: Board of Directors

From:  Jim Kuntz

Date: October 7, 2021

Re: Professional Services Agreement – RH2 South End Utilities Planning

The Regional Port is working with other municipal agencies on the initial planning stages for utilities to the Malaga area. Please find attached the proposed Scope of Work that will help us determine sizing and costs of said utilities.

Task Authorization No. 15
Chelan Douglas Regional Port Authority
LOJO Property Phase I Planning

September 2021

RH2 Project No. RPA 20.0026.15

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

Scope of Work

The Chelan Douglas Regional Port Authority (Port) has requested that RH2 Engineering, Inc., (RH2) assist with planning efforts to provide water and wastewater infrastructure to the LOJO property (Chelan County Parcel No. 222135100060) in association with the Port's prospective use of the property. The nature of this work is not fully known, and this Scope of Work is intended to provide a flexible scope and budget with a not to exceed amount for services. The planning will include the work outlined as follows.

Task 1 – LOJO Property Phase I Planning

- 1.1 Provide engineering services to determine infrastructure sizing and distribution options for the water system. Water purveyors with the potential to serve this area are the Malaga Water District, Public Utility District No. 1 of Chelan County (Chelan PUD), and the Wenatchee Regional Water System.
- 1.2 Provide engineering services to determine infrastructure sizing and distribution for the wastewater system. *The Port has stated it has the authority to extend sewer and that Chelan PUD may as well. The City of Wenatchee likely will provide treatment services, as the City has indicated it should have more than adequate capacity at its sewer treatment plant.*
- 1.3 Prepare exhibits and preliminary plans (10-percent design level) to illustrate water and wastewater needs for the property. Provide budgetary-level costs estimates to extend the water and wastewater infrastructure to the site.
- 1.4 Attend coordination meetings with the South End Utilities Workgroup.
- 1.5 Document the results of the preliminary planning in a technical memorandum.

Assumptions:

- *RH2 will rely upon the accuracy and completeness of any information, data, and materials generated or produced by the Port or others in relation to this Task Authorization.*

Provided by Port:

- Unrestricted access to the site.
- Anticipated water and wastewater flow needs.

RH2 Deliverables:

- Exhibits, cost estimates, meeting attendance, and technical memorandum.

Project Schedule

The Phase I Planning technical memorandum is anticipated to be finalized prior to March 31, 2022.

Fee for Services

The fee for services shall be on a time and expense basis and shall not exceed \$100,000.00 as shown on the attached **Exhibit A, Fee Estimate** without prior written authorization of the Chelan Douglas Regional Port Authority.

RH2 Engineering, Inc.



Signature

Paul R. Cross, Executive Vice-President

Print Name/Title

10/1/2021

Date

Chelan Douglas Regional Port Authority

Signature

Print Name/Title

Date

EXHIBIT A

Fee Estimate
Task Authorization No. 15
Chelan Douglas Regional Port Authority
LOJO Property Phase I Planning
Sep-21

Description	Total Hours	Total Labor	Total Expense	Total Cost
Classification				

Task 1	LOJO Property Phase I Planning	450	\$ 91,175	\$ 8,825	\$ 100,000
1.1	Provide water system infrastructure sizing options	110	\$ 22,890	\$ 2,347	\$ 25,237
1.2	Provide wastewater system infrastructure sizing options	110	\$ 22,890	\$ 2,347	\$ 25,237
1.3	Prepare exhibits and preliminary plans	110	\$ 20,020	\$ 3,101	\$ 23,121
1.4	Attend meetings with South End Utilities Workgroup	80	\$ 18,080	\$ 463	\$ 18,543
1.5	Document results in technical memorandum	40	\$ 7,295	\$ 567	\$ 7,862

PROJECT TOTAL		450	\$ 91,175	\$ 8,825	\$ 100,000
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Memo

To: Board of Directors

From:  Jim Kuntz

Date: October 7, 2021

Re: Revised Covenants – Pangborn Airport Business Park

In anticipation of creating the Trades District at Pangborn Airport Business Park, staff recently reviewed the existing covenants which are over 23 years old. With the help of Quentin, we have redrafted the covenants. The redrafted covenants establish some minimal rules to ensure a quality business park development, but are not overly burdensome. Would recommend the Board adopt the revised Pangborn Airport Business Park covenants.

**CHELAN DOUGLAS REGIONAL
PORT AUTHORITY
PANGBORN AIRPORT
BUSINESS PARK**

Covenants

October 2021

Prepared for

Chelan Douglas Regional Port Authority
One Campbell Parkway, Suite A
East Wenatchee, WA 98802-9290

Table of Contents

I. INTRODUCTION	1
A. PURPOSE	1
B. DEFINITIONS	1
1. COMMON AREAS	1
2. COMMON EXPENSES	2
3. HAZARDOUS WASTE/SUBSTANCES	2
4. PARCEL	2
5. PRO-RATA SHARE	2
6. SIGN	2
7. STORM WATER FACILITIES	2
8. TEMPORARY STRUCTURE	2
9. TENANT	3
10. OWNER	3
C. ALLOWED USES	3
D. RESTRICTIONS/NUISANCES	3
1. RESTRICTIONS	3
2. NUISANCES	4
E. AMENDMENT/MODIFICATION/CANCELLATION	5
F. CONVEYANCES AND LEASES SUBORDINATED	5
G. NOT A PUBLIC DEDICATION	5
II. DEVELOPMENT STANDARDS	6
A. PROPERTY	6
B. BUILDINGS	7
C. UTILITIES	8
D. PARKING LOTS	8
E. EXTERIOR LIGHTING	8
F. LANDSCAPING	9
1. FRONTAGE	9
2. SIDE AND REAR YARD	9
3. PARKING AREAS	9
G. SIGNS	10
1. GENERAL	10
2. ENTRY SIGNS	11
3. BUILDING SIGNS	11
4. DIRECTIONAL SIGNS	12
III. MAINTENANCE STANDARDS	12
A. SITE	13
B. BUILDINGS	13

C. UTILITIES	13
D. PARKING LOTS	13
E. EXTERIOR LIGHTING	14
F. LANDSCAPING	14
G. SIGNS	14

IV. COMMON AREAS

A. DEVELOPMENT	15
B. MAINTENANCE	15
C. FEES/ASSESSMENTS	15

V. REVIEW PROCESS

A. GENERAL REQUIREMENTS	16
B. INFORMATION REQUIREMENTS	16

VI. ENFORCEMENT

A. GENERALLY	17
B. WAIVER/ABANDONMENT	17
C. CORRECTIVE ACTION	17
1. NOTICE	17
2. CORRECTIVE ACTION	17
3. FAILURE TO TAKE CORRECTIVE ACTION	18
D. APPEAL PROCESS	18

APPENDIX A

PROPERTY SUBJECT TO PANGBORN AIRPORT BUSINESS PARK COVENANTS	1
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APPENDIX B

PROPERTY MAP	2
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I. Introduction

These site Covenants were adopted on the date hereinafter set forth by the Chelan Douglas Regional Port District, a Washington municipal corporation, hereinafter referred to as the Regional Port.

A. Purpose

The Regional Port is authorized to acquire, develop, sell, and lease property under the provisions of Chapter 53 of the Revised Code of Washington (RCW). For the orderly development of the property, it is necessary and desirable for the Regional Port to establish Covenants to ensure that this property is developed and maintained in a way that will ensure the productivity, value, attractiveness, and best use of the property. Therefore, the Regional Port will henceforth develop and lease property within the Pangborn Industrial Park subject to these Covenants.

These Covenants shall apply to that real property which is managed by the Regional Port in Douglas County, State of Washington, on Pangborn Memorial Airport.

The Pangborn Airport Business Park was zoned to provide land for business, industrial, and aviation related development within Douglas County. The property is located at the southwest quadrant of the airport and these Covenants are intended to assure an aesthetically pleasing industrial business area at the airport. The Covenants are also intended to provide a positive incentive for prospective tenants to encourage creative, visually pleasing building and property design. The Regional Port also wishes these Covenants to provide for the long term economic protection and enhancement of the property values through well managed maintenance practices. These Covenants are intended to be supplemental to County ordinances of Douglas County and State and Federal laws and regulations.

These Covenants shall run with the above-described real property and shall be binding on all parties having or acquiring any right, or interest in any of the property therein.

B. Definitions

The following definitions of terms used in this document are presented to help readers to better understand the concepts discussed and incorporated herein.

1. Common Areas

The portions of the total property that are managed by the Regional Port and are dedicated to the use of all property tenants which may include roadways, walkways, sidewalks, utilities, greenbelts, and/or landscaping. Ownership of common area may be transferred to an association at the sole discretion of the Regional Port.

2. Common Expenses

All costs assessed against the parcel tenants attributable to the common areas including expenses of administration, maintenance, repair or replacement of the common areas and facilities.

3. Hazardous Waste/Substances

All dangerous and extremely hazardous waste as defined by RCW 70.105.010.

4. Parcel

Any subdivided or otherwise approved segregated lot.

5. Pro-rata Share

The percentage or proportionate share of the whole for which a tenant is responsible based on the relationship that the land area of that tenant's property bears to the total useable land area.

6. Sign

Any structure, device, or contrivance, electric or non-electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device or other identification, or advertising of any kind is used, places, posted, tacked, nailed, pasted, or otherwise fastened or affixed.

7. Storm Water Facilities

All facilities (above and below ground level) that serve the purpose of collecting, storing and/or treating water runoff from the land and/or impervious surface of parking lots and/or roads and streets.

8. Temporary Structure

A structure not designed or approved for permanent placement.

9. Tenant

All persons or legal entities leasing premises in the site from the Regional Port.

10. Owner

All persons or legal entities who hold legal ownership of parcels within the site which includes the Regional Port.

C. Allowed Uses

Allowed land uses for this property are described in Chapter 18.60 of County zoning ordinances (General Industrial District). These uses are permitted unless otherwise listed as restrictions in Section D following.

D. Restrictions/Nuisances

Specific use restrictions are defined in Chapter 18.60 of Title 18, Douglas County Code. Except as otherwise specifically prohibited in this document, all uses permitted by applicable zoning will be permitted on a parcel, but uses will not be permitted which would violate Federal, State, or local laws or codes, are prohibited by later sections of this document, or have a reasonable likelihood of constituting a nuisance as described later in this document. Allowed uses shall not cause or produce a nuisance to other property such as, but not limited to, excessive vibration, sound, light, smell electromechanical disturbances, electromagnetic disturbances, radiation, air or water pollution, dust, or the emission of toxic matter.

1. Restrictions

Beyond those restricted uses defined in Chapter 18.60.050, the following operations and uses shall not be permitted:

- a) Trailer courts or recreational vehicle campground.
- b) Junkyards, body or fender shops, wrecking yards including battery and commercial solvent recycling or reclamation facilities.

- c) New or used vehicle sales lots and display when not part of a manufacturing operation.
- d) Mining, drilling for or removing oil, gas, or other hydrocarbon substances.
- e) Refining of petroleum or of its products.
- f) Commercial gravel pit excavation or rock quarry.
- g) Storage, treatment, or disposal facility for hazardous substances as defined in Chapter 70.105 RCW.
- h) Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, hazardous substances, or refuse.
- i) Fat rendering, stock yard, or slaughter of animals.
- j) Cemeteries or mortuaries.
- k) Jails, honor farms, or labor camps.
- l) Automobile, go-cart, motorcycle, or other race tracks.
- m) Wood treating facilities or asphalt production.
- n) Milling and concrete mixing.

- o) Contractor yards for storing equipment and materials unless approved by a special permit from the Regional Port.

2. Nuisances

No offensive activity shall be carried on upon any site, nor shall anything be done thereupon which is a nuisance to the Park. A nuisance shall include, but not be limited to, any of the following conditions:

- a) Any activity or occurrence that is not in strict compliance with any applicable federal, state, or local law, regulation, or ordinance.
- b) Any discharges of contaminated water, oil, grease, detergents, or other improper liquids, solid waste, or other harmful matter into the ground or the storm water system or other area that may adversely affect the health, safety or comfort of persons within the area of the intended use of their property or cause negative impacts to the surrounding area.

- c) Any escape or discharge of any fumes, odors, gases, vapors, acids, or other substance into the atmosphere, which discharge may be detrimental to the health, safety, or welfare of any person or may be harmful to people, property, or vegetation.
- d) Any operation that causes ground vibrations inherently and recurrently generated that impacts adjacent properties.
- e) Any operation that creates sound pressure levels exceeding decibel levels as set forth in the Douglas County ordinances.
- f) Any operation that produces visible emissions of dust, dirt, steam, smoke, or other particulate into the atmosphere that exceed the Douglas County Air Pollution Control Authority levels.
- g) Any operation that produces excessive light or glare, or heat or atomic, electromagnetic, microwave, ultrasonic, laser, or other radiation.
- h) Any disposal of any hazardous substances at any parcel not in accordance with all local, state, and federal regulations.

Any outdoor lighting fixtures and accent lighting that cause light pollution, which includes misdirected light, stray light, avoidable reflected light, light during hours when it is not needed, and light levels in excess of what is necessary for the task.

E. Amendment/Modification/Cancellation

The Regional Port, without the consent of any party to the Covenants, may from time to time amend, modify, or cancel these Covenants as it deems appropriate and necessary. Any amendment, modification, or cancellation of the Covenants may not be imposed retroactively upon a party to these Covenants.

F. Conveyances and Leases Subordinated

All conveyances and leases of any portion of the industrial site shall be subject to and subordinate to the terms and provisions of these Covenants.

G. Not a Public Dedication

Nothing contained herein shall be deemed to be a gift or dedication of any portion of the site to the general public or for the general public, or for any public purposes whatsoever, it being the intention that this declaration shall be strictly limited to and for the purposes herein expressed.

II. Development Standards

The following Standards are intended as general guidelines to encourage design concepts that will contribute to a site which is attractive to the community and to lessees of other properties on the site. Recognizing the potential for a wide variety of uses and, therefore, variations in property and building configurations, the following Standards are intended to establish a vision and to encourage creative approaches to meeting the goals at the site. Standards must be incorporated into the plan submitted to the Regional Port for review and written approval as part of the overall approval process. Any major modifications made to buildings or facilities will also require Regional Port written approval.

A. Property

The development standards contained in Douglas County's zoning, landscaping, and sign ordinances address technical issues such as layout, setbacks, driveways, and parking. Beyond the technical aspects, property design concepts should encourage landscaping approaches, parking lot placement and design and other features which can create positive visual impacts for industrial business property.

1. The placement of storage areas, service areas, and loading facilities on the property will be done to minimize negative visual impacts while still being functional and cost effective from the standpoint of traffic management and property space utilization. Fencing can be used not only as a functional barrier, but also for appearance and as a visual barrier.
2. All refuse containment areas shall be located so as to be inconspicuous and to cause no nuisance to the public, to neighboring properties, or to occupants of the same or adjacent structures. All such service areas shall be concealed from public view and adjacent properties by means of landscaping or screening walls of materials similar to and compatible with that of the structure.
3. Outside storage of materials, supplies, or equipment shall be permitted only if the materials, equipment, or objects stored are necessary to the activities regularly conducted on the premises, i.e., raw materials for manufacturing operations, delivery vehicles for warehousing operations, etc. Such storage areas shall be located in such a manner so as not to be visible to the general public and shall be screened from adjacent sites.
4. All mechanical equipment, utility meters, and storage tanks shall be located in such a manner so as not to be visible to the general public. If concealment within the structure is not possible, then such utility elements should be concealed by screening or landscaping. All mechanical

equipment shall be located in such a manner so as not to cause nuisance or discomfort from noise, fumes, and odors.

B. Buildings

A wide range of building types, designs, and construction materials can be very acceptable to meet the wide range of land and business uses within the site. Rather than establishing numerous technical requirements for buildings, the Regional Port will provide general guidelines and will encourage the development of building designs and plans which are functional, yet incorporate features that are attractive. Upon request, the Regional Port will furnish examples of local structures that are acceptable to provide a baseline of understanding of intended standards of appearance. Preliminary meetings with Regional Port administration to discuss the overall building concept are encouraged as a means for avoiding misunderstandings about the intent of these Standards. These general guidelines should be followed when preparing preliminary site/building plans for review by the Regional Port.

1. Building designs which have multiple corners are encouraged. Four cornered buildings will be allowed if sufficient architectural treatment exists to enhance attractiveness. Multiple roof lines are encouraged. Single dimension roof lines will be allowed if sufficient architectural treatment exists to enhance attractiveness.
2. Allowed building materials include concrete, wood, prefinished metals, brick, masonry block, aluminum, plastic aggregates, stucco cement, and others, if approved by the Regional Port. Finish treatments, such as certain architectural enhancements and painting schemes shall be applied to all sides of a structure which are visible to the public and occupants of the same and other structures.
3. Architectural enhancements such as brick, masonry, glass, tile, stone, and wood trims, and attractive painting schemes are encouraged. Attractive entrances, architectural focal points, landscaping, exterior treatments, colors, awnings, overhangs, etc., all contribute to offset plain building designs.
4. All colors shall be harmonious and compatible with colors of other structures in the development and the natural surroundings. All concrete finishes will be painted.
5. Items such as air conditioning, ventilating, or other mechanical equipment shall be screened behind parapet walls or enclosed in such manner as to hide them from view. Penthouses and mechanical equipment screening shall be of a design and material similar to and compatible with those used in the related structures.
6. The only temporary structures permitted shall be those attendant to the construction of a permanent structure and shall be placed at the start of construction and removed at completion of the permanent structures.

C. Utilities

No sewer, drainage, or utility lines or wires or other devices for the transmission of electric current, power, natural gas or signals, including telephone, television, microwave or radio signals, shall be constructed, placed, or maintained anywhere in or upon any portion of a parcel other than within buildings or structures, unless the same shall be contained in conduits or cables constructed, placed, or maintained underground or concealed in or under buildings or other structures. Any support devices which cannot be placed underground or concealed, such as antennas or satellite dishes needed for the transmission or reception of telephone, television, microwave, or radio signals shall be appropriately screened from view to the extent practical given the circumstances of the total parcel layout. No antennas, satellite dishes, or other transmission or reception devices that would interfere with airport navigational aides will be permitted.

D. Parking Lots

Adequate parking shall be provided in accordance with zoning regulations as defined in Chapter 20.42 of the Douglas County Code. All parking areas, driveways, and truck maneuvering areas shall be paved so as to provide dust free, all weather surfaces. All parking areas shall provide, in addition to parking spaces, adequate driveways, and space for the movement of vehicles. Curbs, walls, decorative fences, landscaping, or barrier devices are encouraged to be located along the perimeter of parking lots and storage areas. Lighting systems in parking lots can be designed to help define parking areas along with landscaping.

E. Exterior Lighting

Lighting shall be designed in such a manner as to provide health, safety, security and comfort for occupants of the development and the general public. Fixture types shall be compatible and harmonious throughout the parcel and should be in keeping with their specific function and the building types they serve. Lighting design shall not produce hazardous and annoying glare to aircraft, airport, motorists, building occupants or the general public.

All lighting system designs must be approved by the Regional Port. But, at a minimum, all outdoor lighting must be shielded and aimed downward, and shall be installed at the minimum height necessary. The shield must mask the direct horizontal surface of the light source. The light must be aimed to ensure that the illumination is only pointing downward onto the ground surface, with no escaping direct light permitted to contribute to light pollution by shining upward into the sky or neighboring parcels.

F. Landscaping

Landscaping shall be provided in accordance with zoning as defined in Chapter 20.40 of the Douglas County Development Standards. Certain standards contained herein, such as for the landscaping of frontage areas on nonarterial streets may not be required by the County, but are requirements of the Regional Port to establish high visual or appearance standards which will benefit all tenants on the site.

The Regional Port will consider each plan on its individual merit and will consider alternatives to these Standards as long as they meet County ordinance. Standards cover frontage, side, and rear yard areas and parking areas. Standards on placement and height are intended to protect against vision impairments for vehicle driver and pedestrian safety. Landscape plans must be approved by the Regional Port in conjunction with other plan components. The following Standards apply to all parcels within the site.

1. Frontage

A minimum **ten** (10) foot landscaped area is required at road frontage for all front street yards and it must be planted with trees at a ratio of at least one per every twenty-five feet of front yard. Ground cover or shrubbery must provide minimum ground coverage of fifty percent within three years of planting. The area must meet established vision triangle requirements as defined by County ordinance.

2. Side and Rear Yard

These areas will be landscaped if they are adjacent to streets or roads. A minimum fifteen (15) foot area is required and must be planted with trees at the ratio of at least one per every thirty feet of side and rear yard. Ground cover or shrubbery must provide ground coverage within three years of planting.

3. Parking Areas

- a) Lots having 50 or fewer stalls require a minimum of at least 17.5 square feet per stall area to be landscaped.
- b) Lots having 51 to 99 stalls require a minimum of the interpolation between 17.5 to 35 square feet per stall area to be landscaped.
- c) Lots having 100 or more stalls require a minimum of 35 square feet per stall area to be landscaped.

- d) Landscaped areas must be adequately protected from damage by vehicles. The overhang of a vehicle may project over a landscaped area a maximum of one foot when such area is at least five feet in depth per each abutting parking space. Landscaped areas must be protected by wheel stops or curbing.
- e) No parking stall shall be located more than 75 feet from the edge of any landscaped area.
- f) Trees which provide shade or are capable of providing shade at maturity will be included at a rate of one tree for every ten parking stalls, with a one tree minimum at every landscaped area. Shrubbery and hedges or living ground cover shall also be used and must provide minimum ground coverage of fifty percent within three years of planting.

G. Signs

Three types of signs will be allowed within the industrial site. These include: 1) Entry Signs (provided by the Regional Port) which will be located at a strategic location near roadway entrance to a specific tenant site, 2) Building Signs which identify buildings and building tenants, and 3) Directional Signs which provide information on pedestrian and vehicular flows. Signs must comply with these covenant requirements. The purpose of sign standards is to aid in eliminating excessive and confusing sign display, preserve and enhance the appearance of the site, safeguard air traffic and encourage signs which, by their good design, are integrated with and are harmonious to the area. All signs, regardless of type, must be approved by the Regional Port before installation.

1. General

- a) Sign materials can be metal, plastic, concrete or masonry, utilizing paints and preservatives suitable for outdoor use or other materials that are consistent in material content and architectural style with the building.
- b) No signs will be permitted which, through illumination at night or glare during the day, could create a hazard to aircraft.
- c) No flashing or moving signs will be permitted.
- d) No portable signs will be permitted.
- e) No advertising signs will be permitted.
- f) No exposed neon lighted signs will be permitted.
- g) Exposed conduit or tubing shall not be permitted.

- h) Conductors, transformers, and other equipment shall be concealed.
- i) Temporary signs will only be permitted for construction, emergency traffic control, or by special permission.
- j) Sign maker labels or other identification shall not be permitted on the exposed surface of signs, except those required by local ordinance, in which case they shall be placed in an inconspicuous location.

2. Entry Signs

All entry signs will be designed and placed by the Regional Port and are intended to identify the business site and business address, if appropriate. Such signs will be located so as not to impair driver vision. The Regional Port will design and install entry signs for multi-tenant parcels; for single-tenant parcels, the tenant shall be responsible for the cost of design and installation, subject to Regional Port approval. Entry signs:

- a) Will be placed along the street frontage generally in front of the facility being identified with only one sign to be installed on each parcel.
- b) Will be free standing ground pedestal address sign.
- c) May carry the tenant trade name and/or insignia and must meet all of the tenant/owner sign requirements with regard to color, letter style, arrangement, and proportions but shall not otherwise describe products sold, prices, or carry any type of advertising.
- d) Will have a maximum size of nine and one half square feet.
- e) Will not be located closer than ten feet from any right-of-way so as not to obstruct the view of drivers entering or exiting driveways in accordance with County site obstruction standards.

3. Building Signs

Building signs identify the business at each parcel. They will be designed and placed by the facility tenants and must be approved by the Regional Port. Besides identifying tenants, these signs may include information such as bay or suite numbers.

- a) Building wall identification signs will have a maximum sign area of 42 square feet.
- b) If there are multiple tenants, the signs must be placed on the exterior wall corresponding to the tenant occupancy.

- c) Wall identification signs will require a Douglas County Department of Transportation and Land Services building permit approval.
- d) Shall not be placed perpendicular to the face of the structure.
- e) Shall not be installed on or above canopies, overhangs, or roof lines.
- f) Monument signs are acceptable, subject to Port Authority approval, for single-tenant buildings in excess of 20,000 square feet.

Sign Standards

	ENTRY SIGNS	BUILDING SIGN
Lettering Style	Designed by Regional Port	Port Approval Required
Lighting	Internal – two way	Internal
Location	Within landscape buffer behind sidewalk	Port Approval Required
Material	Constructed by Regional Port	Port Approval Required
Sign Proportion	Length: Width 2:1 or greater	Port Approval Required
Sign Size		42 S.F. or 4 percent of street side building face

4. Directional Signs

Directional signs provide information and directions to pedestrians and motorists within a parcel. They are intended to provide safety measures as well as traffic management information. These signs will be standardized for the site and will generally comply with County standards. Directional signs will not exceed 10 square feet each.

III. Maintenance Standards

The following Standards only apply to single-tenant parcels and are intended as general guidelines to encourage maintenance practices that will contribute to a site which is attractive to the community and to lessees and tenants of other properties on the site. These Standards are supplemental to any maintenance standards contained in County zoning ordinance or other local, state, or federal laws and regulations. Generally, the Maintenance Standards listed below are common best management practices.

A. Site

Each tenant shall be responsible for the maintenance of their grounds including driveways, walkways, parking areas, storm water facilities, fences, and other components of property within the property boundaries. Property and grounds will be kept clean and in a safe condition. Repairs and rehabilitation will be done with the type of material originally installed thereon or such substitute as shall, in all respects, be equal in quality, appearance and durability. Snow and ice removal, the removal of debris and waste material and the washing and sweeping of paved areas is required when needed. All improvements shall be maintained to be clean and safe and function as originally designed.

B. Buildings

Each and every structure erected at the site shall be maintained at all times in a neat and clean condition in reference to exterior appearance. Tenants shall at all times keep the buildings, improvements, and appurtenances thereon in a neat, clean, and safe condition compatible with an urban light industrial/business park, and comply at their own expense in all respects with applicable local, state, and federal governmental ordinances, laws, regulations, requirements, or directives. Buildings, structures, and appurtenances shall be painted or refinished when appearance dictates.

C. Utilities

External utility lines for electrical, telephone, or telecommunications services shall be properly maintained such that wiring is not exposed to introduce safety hazards or to threaten service interruptions due to shorting, grounding, or other causes due to negligent maintenance. Other utility infrastructure systems shall be maintained in such a manner as to not threaten property damage or health hazards to occupants or neighboring tenants.

D. Parking Lots

Parking lots, including the landscaping within the general area of the parking lots or parking areas, shall be maintained on a regular basis so as to provide safe and efficient vehicle and pedestrian usage and to ensure a satisfactory visual appearance. Activities should include periodic sweeping or washing of the surface; refuse removal, mowing, trimming and watering of vegetation, and painting or parking stall markers. Signs or pavement markings should also be kept clean and in good repair. Snow and ice removal will also be required as necessary.

E. Exterior Lighting

All external lighting systems on buildings or structures or on lighting poles will be kept clean and relamped to promote efficiency of systems and safety. This will include lighted signs.

F. Landscaping

All landscaped areas shall be routinely maintained, including the trimming, watering, and fertilization of all grass, ground cover, shrubs or trees, removal of dead or waste materials, and rapid replacement of any dead or diseased grass, ground cover, shrubs, or trees. Trash will be collected and removed as necessary to provide a visually acceptable view.

1. All landscaped areas and plants required by these standards must be permanently maintained in a healthy growing condition.
2. Dead or diseased plants must be replaced within 30 days of notification or as soon as practical in freezing weather or complex situations involving removal/replacement of large trees.
3. All plantings must be fertilized, irrigated, and pruned at such intervals necessary to promote optimum growth. All landscaped areas must be kept free of debris and weeds.
4. Plant material must not interfere with public utilities, restrict pedestrian or vehicular access, or constitute a traffic hazard.
5. All planting areas must have a permanent irrigation system. An underground system equipped with an automatic timer is strongly recommended.

G. Signs

All signs shall be maintained so as to be visually pleasing and readable. Maintenance activities will include washing, painting, repairing the surface of mechanical or electrical components of the sign and any other activity required to return the sign to its original visual and functional condition. Sign poles, wiring and conduits, and other related support features will also be maintained.

IV. Common Areas

The purpose of this section is to define Common Areas, to describe the Covenants for these areas and to state the Regional Port's intentions for management and funding of future common area maintenance to ensure the long term integrity of the areas in terms of appearance and functionality.

Common areas are defined as the portions of the total property that are managed by the Regional Port and are dedicated to the enjoyment of all tenants and may include roadways, walkways, sidewalks, utilities, greenbelts, or landscaping. The intent is to provide areas for visual enhancement of the site.

A. Development

The development of common areas will be at the discretion of the Regional Port. The intent is to provide areas for walkways and/or other greenbelt areas for the overall betterment of the site and the enjoyment of other tenants, visitors, and the community as a whole. Common areas are incorporated into the master site map, attached hereto as Appendix B, showing area locations and features of each area. Actual development of each separate common area will occur in conjunction with the development of parcels adjacent to the common areas.

B. Maintenance

Maintenance of the common areas will be the responsibility of the Regional Port. The Maintenance Standards for the common areas will be the same as stated in Section III above. The most common features within the common areas will be landscaping, lighting, and signs. Entrance areas to the Pangborn Airport Business Park located at various locations will be landscaped by the Port and will contain site signs.

C. Fees/Assessments

Payment for the costs of common area maintenance will be effected through prorata cost sharing. Maintenance costs will be calculated and billed separately as an assessment to each tenant of site parcels. The prorata assessment will cover all maintenance costs for the common areas for the preceding year and will be assessed on a prorata basis considering all developable property within the site. As new tenants locate on the site, they will share in maintenance cost on the same prorata basis.

V. Review Process

A. General Requirements

No building shall be erected, placed on any lot, nor other improvements or modifications made until the required documentation including the construction plans, specifications, plot plan, and landscaping and fencing plan shall have been submitted to and approved by the Regional Port. Modifications requiring Regional Port approval will include any changes to the building which are visible to the public and which change the basic footprint or the infrastructure of the facility or the support utilities.

Any action by the Regional Port shall be in the nature of an approval, a conditional approval or a disapproval, which action shall be in writing. In the event that the Regional Port fails, after receiving all required information, to approve, conditionally approve, or disapprove an application within 90 days of submittal, the related Covenants will be deemed to be in compliance. Any structure erected on any parcel shall be completed as to external appearance within 18 months from the date of commencement of construction, unless otherwise authorized by the Regional Port. No structure erected elsewhere may be moved upon any parcel of this property. Any proposed addition of buildings or structures to the parcel or substantial change in use will require a new and separate Regional Port approval process.

B. Information Requirements

The application for approval of any improvements shall contain the following information and documentation.

1. Site map showing existing topographic features and proposed structures and topography in relation to the overall site.
2. Site plan showing proposed improvements including buildings, grade, walls, driveways, pathways, terraces, property lines, setbacks from building to property lines, easements and rights-of-way, parking and storage areas, landscaping location, utilities, lighting, sidewalks, storm drain system, sign location, fences, exterior storage, trash, mechanical equipment and meter locations, light poles and transformers, utility systems and screening treatments.
3. Plans and specifications for all building improvements showing dimensions, cross sections, and exterior elevations in plans and details in specifications.
4. Landscaping design and irrigation system plan.
5. List of exterior colors and materials of construction, including for architectural enhancements.

VI. Enforcement

A. Generally

Each party to these Covenants shall comply with the provisions of this agreement, their lease, the bylaws, decisions, and resolutions of the Regional Port, the Association, or the Regional Port's representatives. Failure to comply with any provisions, decisions, or resolutions may be grounds for an action to recover sums due, for damages, for injunctive, or any other appropriate relief. The Regional Port shall be responsible for enforcement of the Covenants.

B. Waiver/Abandonment

No party to these Covenants may exempt themselves from liability for their contribution toward the common expenses by waiver of the use or enjoyment of any of the general and restricted common areas or by abandonment of the property involved.

C. Corrective Action

Failure to adhere to these Covenants, as herein adopted and as may otherwise be amended, shall result in corrective action. The enforcement of these Covenants shall be the responsibility of the Regional Port. Any corrective action or enforcement of these Covenants shall adhere to the following procedures:

1. Notice

Notice shall be forwarded in writing from the Regional Port. Notice shall specify the deficiency, omission, or violation, and set forth what, if any, corrective action needs to be taken and the time frame for such action. Said notice will be sent by regular and certified mail.

2. Corrective Action

The parties shall have thirty (30) days to correct the identified deficiency, omission, or violation set forth in the notice letter unless the notice letter provides a different specific period of time for such corrective action.

3. Failure to Take Corrective Action

If a party fails to take corrective action within the time frame set forth, the Regional Port may declare the party in default and pursue default remedies or, in the alternative, the Regional Port may correct such deficiency, omission, or violation and charge the party its actual costs for such corrective action.

If a party fails to pay the cost of maintenance and repair or if it fails to perform any other act on its part and covenant herein to be performed by it, then the Regional Port may, but shall not be obligated to do so, and with proper notice of demand upon such party, perform the acts so omitted or not performed by the party. If such performance shall constitute, either in whole or in part, the payment of monies, such money so paid together with interest thereon at the rate of twelve (12) percent per annum and reasonable attorney's fees incurred shall be deemed payable.

D. Appeal Process

1. An aggrieved party may appeal from a notice of deficiency, omission, or violation. The party shall have thirty (30) days from the date it receives written notice to file a written appeal with the Regional Port. The said appeal will specifically set forth the reasons why the party is of the belief it is not in violation of these standards.
2. The Port shall review the appeal and make a decision concerning the appeal within thirty (30) days of receipt of the appeal.
3. An aggrieved party may request a hearing before the Regional Port Board of Directors, provided the request is in writing and accompanies the notice of appeal.
4. A decision from the Regional Port Board of Directors is final. This process shall not preclude an aggrieved party from seeking other appropriate legal remedies.

Appendix A

Property Subject to Pangborn Airport Business Park Covenants

In the County of Douglas, State of Washington:

All that portion of the southwest quarter Section 16, Township 22 North, Range 21 East of the Willamette meridian, described as follows:

Beginning at the southwest corner of said Section 16; thence N 00° 40' 23" W along the east line thereof 2366.14 feet; thence leaving said line N 83° 51' 29" E 607.29 feet; thence N 89° 33' 03" E 25.47 feet; thence S 00° 40' 23" E, 100 feet; thence N 89° 33' 03" E 814.50 feet; thence S 08° 58' 57" E 2355.84 feet to the south line of said Section 16; thence S 89° 39' 34" W along said south line 1784.98 feet to the southwest corner thereof and the true point of beginning; except that portion described as follows: beginning at the southwest corner of said Section 16; thence N 89° 39' 34" E along the south line thereof 1784.98 feet to the true point of beginning; thence N 08° 58' 57" W 474.03 feet; thence S 66° 59' 41" W 194.48 feet to the east boundary of Binding Site Plan No. 287, according to the plat thereof, recorded in Book G of Short Plats at page 79, record of said county; thence S 15° 28' 06" E, along the easterly line thereof 107.90 feet; thence S 00° 43' 55" E 289.57 feet to the south line of said Section; thence N 89° 39' 34" E along the south line thereof 220.56 feet to the true point of beginning; and except right of ways for county roads known as South Union Avenue along the east line and 8th Street Southeast along the south line of said Section 16; and also except Binding Site Plan No. 287, according to the plat thereof recorded in Book G of Short Plats at page 79, records of said county.

Appendix B

Property Map

PANGBORN AIRPORT BUSINESS PARK BSP 12-01
PART OF THE SW 1/4 SECTION 16
TOWNSHIP 22 N. RANGE 21 E. W.M.
DOUGLAS COUNTY WASHINGTON



DOUGLAS COUNTY SHORT PLAT No.
 ASSESSOR'S PARCEL No.(s): 22-21-16-10-051, 22-21-16-10-052,
 22-21-16-10-053, 22-21-16-10-054,
 22-21-16-10-060

ORIGINAL TRACT OWNER:
 Chelan & Douglas County Port Districts
 3306a SE. 5th St.
 East Wenatchee, Wa. 98802

EXISTING ZONING: I-G WATER SOURCE: East Wenatchee Water District
 No. PLATTED LOTS: 20 SEWAGE SYSTEM: Douglas County Sewer District

CONSENT AND WAIVER OF CLAIMS

Know All Person By These Presents:

The undersigned, Port of Chelan County and Port of Douglas County, and has been authorized to make this declaration in its behalf. Port of Chelan County and Port of Douglas County is the owner of the real property which is the subject of this plat and hereby declares this plat as Pangborn Airport Business Park BSP 12-01 of Port of Chelan County and Port of Douglas County, as Grantor, hereby dedicates, in perpetuity, all delineated right-of-way and utility easement and all areas described as public property to Douglas County for public use and purposes, together with the right to make any and all cuts and fill reasonable and necessary for construction, maintenance and improvements. The Grantor, on behalf of itself and its successors and assigns, hereby waives all claims for damage against any government authority arising from construction of, maintenance of and improvements to public facilities and public property within and adjacent to the plat.

In witness whereof we have here to set my signature
 This 13th Day of February, 2014

[Signature] Port of Chelan County [Signature] Port of Douglas County

ACKNOWLEDGMENT

This is to certify that on the 13th day of February, 2014, before me, the above signed, personally appeared to me, known to be the person who executed the foregoing statement of consent and waiver of claims and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witnessed my hand and seal the day and year last above mentioned.
[Signature]
 Douglas A. Provo
 Notary public in and for the State of Washington, residing at
Wenatchee, WA



ACKNOWLEDGMENT

This is to certify that on the 21st day of February, 2014, before me, the above signed, personally appeared to me, known to be the person who executed the foregoing statement of consent and waiver of claims and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witnessed my hand and seal the day and year last above mentioned.
[Signature]
 Douglas A. Provo
 Notary public in and for the State of Washington, residing at
Wenatchee, WA



CHELAN - DOUGLAS HEALTH DISTRICT

The Health District has not reviewed the legal availability of water to this short plat.
[Signature] R.S. 2/24/2014
 Health Officer Date

EXAMINED AND APPROVED

Department of Transportation and Land Services:
 Examined and approved this 25 day of February, 2014.

[Signature]
 Engineering Department

[Signature]
 Subdivision Administrator

AUDITOR'S CERTIFICATE

FEE: \$153.00

Filed for record this 25 day of February, 2014 at 2:26 P.M.
 In Book NA, Page NA of Plats at the request of Brian Todd McNeill.

[Signature] Deputy [Signature] County Auditor
3176418
 Auditor's Number

SURVEYOR'S CERTIFICATE

I, Brian Todd McNeill, registered as a land surveyor by the State of Washington, certify that this plat is based on an actual survey of the land described therein, conducted by me or under my supervision; that the distances, courses, and angles are shown thereon correctly; and that the monuments approved for setting at a later date have been set and lot corners staked on the ground as depicted on the plat.

in January, 2014.

[Signature]
 Brian Todd McNeill
 Certificate Number: 38982

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 AND PERSONAL SERVICE

Northwest
 GEODIMENSIONS

PROFESSIONAL LAND SURVEYORS

15 North Chelan Ave. Wenatchee, WA. 98801 Phone 509-663-8660 Fax 509-663-6278

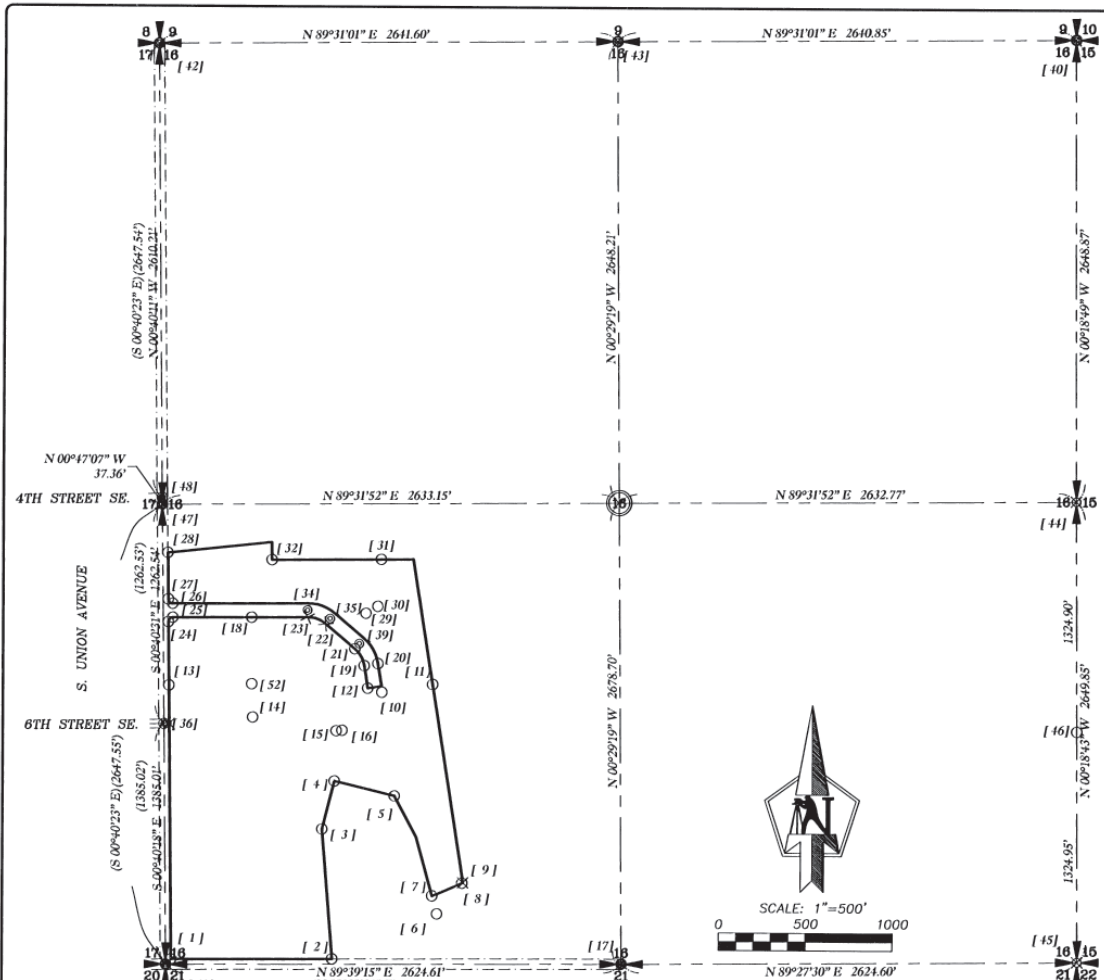
PANGBORN AIRPORT BUSINESS PARK
 PANGBORN AIRPORT BUSINESS PARK BSP 12-01
 ALL QUARTERS OF THE SW 1/4 SECTION 16
 TOWNSHIP 22 N. RANGE 21 E. W.M.

DOUGLAS COUNTY WASHINGTON

ISSUED BY: [Signature] DATE: 2014-01-14

11110
 PROJ. NO.

1 OF 4
 SHEET

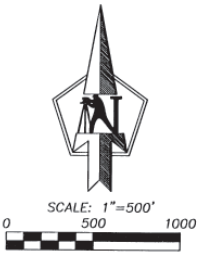


MONUMENT NOTES:

- [1] Found 5/8" Rebar & Cap Stamped: REPASS LS 17680
- [2] Found 5/8" Rebar & Cap Stamped: CH2M HILL 17673
- [3] Found 5/8" Rebar & Cap Stamped: CH2M HILL 17673
- [4] Found 5/8" Rebar & Cap Stamped: CH2M HILL 17673
- [5] Found 5/8" Rebar & Cap Stamped: CH2M HILL 17673
- [6] Found 5/8" Rebar & Cap Stamped: CH2M HILL 17673
- [7] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680
- [8] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680
- [9] Found Chiseled 'X' on Concrete Culvert
- [10] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680
- [11] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680
- [12] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680
- [13] Found 5/8" Rebar & Cap: Cap Unreadable
- [14] Found 5/8" Rebar: Rebar Bent
- [15] Found 5/8" Rebar: Rebar Bent
- [16] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680
- [17] Found 3 1/2" Brass Cap in Concrete in Monument Case: Cap is Mangled; Stamped WASHINGTON 1/4 S21
- [18] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680. Visited 7/04/02
- [19] Found 5/8" Rebar Bent. Visited 12/28/11
- [20] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680. Visited 12/28/11
- [21] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680. Visited 12/28/11
- [22] Found Chiseled 'X' in Concrete Sidewalk. Visited 12/28/11
- [23] Found Chiseled 'X' in Concrete Sidewalk. Visited 12/28/11
- [24] Found 5/8" Rebar & Cap Stamped: REPASS LS 17680. Visited 12/28/11
- [25] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680. Visited 12/28/11
- [26] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680. Visited 12/28/11
- [27] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680. Visited 12/28/11
- [28] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680. Visited 12/28/11
- [29] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680. Visited 12/28/11
- [30] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680. Visited 12/28/11
- [31] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680. Visited 12/28/11
- [32] Found 5/8" Rebar & Cap Stamped: REPASS LS 17680. Visited 12/28/11
- [33] Found 5/8" Rebar & Cap in Monument Case Stamped: ERLANDSEN LS 17680. Visited 7/04/02
- [34] Found 5/8" Rebar & Cap in Monument Case Stamped: ERLANDSEN LS 17680. Visited 7/04/02
- [35] Found 3" Brass Cap in Monument Case Stamped: DOUGLAS COUNTY ENGINEER CL. ST. INT. NR 1861. Visited on 12/04/04
- [39] Found 5/8" Rebar & Cap in Monument Case Stamped: ERLANDSEN LS 17680. Visited 7/04/02
- [40] Found 3" Brass Cap in Monument Case Stamped: WASHINGTON COUNTY REFERRED MARK, 59\510\516\515: Visited on 05/24/04
- [41] Found 3" Brass Cap in Monument Case Stamped: DOUGLAS COUNTY T22N R21E 17-16-20-21 Accepted as SE Corner Section 17. Visited On 12/04/04
- [42] Found 3" Brass Cap on Monument Case Stamped: DOUGLAS COUNTY ENGINEERING 9/8/17/16. Visited 5/24/04
- [43] Found 3" Brass Cap on Monument Case Stamped: DOUGLAS COUNTY PERMANENT MARKER 1/4 9/16. Visited 5/24/04
- [44] Found 3" Brass Cap Monument Stamped: T. 22 N., R. 21 EWM, 1/4 COR, 16/15, 1981, DOUGLAS COUNTY ENGINEER. Visited on 10/24/08
- [45] Found 4" Brass Cap in Concrete Cylinder Stamped: WASHINGTON COUNTY REFERENCE MARK, 516\515\521\522. Visited on 03/16/03
- [46] Found 5/8" Rebar & Cap Stamped: FORSGREN LS 10819: Visited on 03/16/03
- [47] Found 3" Brass Cap in Monument Case Stamped: DOUGLAS COUNTY ENGINEER 17/16: Accepted as E 1/4 Section 17. Visited on 12/04/04
- [48] Found 1 1/2" Iron Pipe in concrete monument Case. Visited on 12/04/04
- [52] Found 5/8" Rebar & Cap Stamped: ERLANDSEN LS 17680. Visited 7/04/02

GENERAL NOTES:

1. The Basis of Bearing is Washington State Plane North Zone NAD 83(91).
2. The Vertical Datum is NAVD 88.
3. Monuments shown were visited on 06/11/011 Unless Noted
4. All distances shown on this plat are grid distances. Multiply by a combined scale factor of 1.000020638 to derive ground distances.
5. All distances are in U.S. Survey feet.
6. Traverse and topography were performed with the Trimble R8 GPS equipment and meets or exceeds the standards contained in WAC 332-130-090. Traverse was not balanced.
7. The subject property is located within airport protection zones for Pangborn Memorial Airport (PMA) and are routinely subject to overflights by aircraft using PMA and, as a result, residents of the subject property may experience inconvenience, annoyance, discomfort and loss of quiet enjoyment arising from the noise, fumes, illumination, smoke, vibration and hours of operation (collectively "Overflight Effects") of such activities. Washington State law establishes that airports such as PMA are essential public facilities and need protection from the public interest of the people of the state of Washington. Residents of the subject property should be prepared to accept the inconvenience, annoyance, discomfort and loss of quiet enjoyment arising from the Overflight Effects, as well as normal aircraft and airport operations, which shall not be subject to legal action as public nuisances, provided the Overflight Effects and the aircraft and airport operations are performed in accordance with county, state and/or federal law. Any subsequent deed conveying this parcel or subdivisions thereof shall contain a statement substantially in this form.
8. Private Stormwater Facilities Operation and Maintenance agreement is recorded under AFN 3172131
9. Douglas County will not maintain the on-site stormwater facilities. Douglas County shall have the right to periodically inspect these facilities to verify design capacity and operation. A perpetual access easement shall be granted to the County and/or other governmental agencies having jurisdiction regarding storm water facilities.
10. Future use and grading shall not be allowed with in the Storm drainage tract.
11. Lot owners are responsible for preventing stormwater runoff from discharging from their lot and onto adjacent properties.
12. Douglas County PUD conduit and vault infrastructure has been installed within the Industrial Park Binding Site Plan. The Port of Douglas County will facilitate the installation and payment of power and fiber conductors when specific user needs can be determined. The Port of Douglas County leases the property within the General Binding Site Plan boundary from Pangborn Memorial Airport. Since this property is part of the Airport property that has been encumbered by prior Federal Aviation Agency grants, this property cannot be sold and transferred to private entities.
13. Concurrent with building permit application a site specific engineered stormwater plan and design report shall be submitted for review and acceptance. The plan shall address water quality treatment prior to discharge as well as the collection, conveyance, discharge and connection to the existing private stormwater facility. The plan shall address long term operation and maintenance of the system.
14. Prior to occupancy, certification shall be provided from the Engineer of Record that the stormwater system was installed in accordance with the plans submitted.
15. Prior to occupancy an Operation and Maintenance agreement (Douglas County Standard Form) shall be recorded for the private on-site system associated with individual lot development.



CONTROL DIAGRAM

**FIRST AMERICAN TITLE INSURANCE COMPANY
Subdivision Guarantee Third Report 4449-1819636**

- Public Utility District No. 1 of Douglas County
Electric transmission and/or distribution system
AFN: 165400- unable to locate
- Public Utility District No. 1 of Douglas County
Electric transmission and/or distribution system
AFN: 208075- not located in this plat
- Public Utility District No. 1 of Douglas County
Electric transmission and/or distribution system
AFN: 208075- not located in this plat
- Floyd David Woods and Viola Mae Woods
Domestic water easement
AFN: 199285- not located in this plat
- Public Utility District No. 1 of Douglas County
Electric transmission and/or distribution system
AFN: 180842- unable to locate
- Public Utility District No. 1 of Douglas County
Electric transmission and/or distribution system
AFN: 263252- not located in this plat

REFERENCE SURVEY:

- () PANGBORN INDUSTRIAL PARK, Plat of Phase 1-A.
Binding site Plan No. 97-I.
Recorded July 11, 1997, Book H Pages 489-490 of Plats
AFN: 3002602
- PANGBORN INDUSTRIAL PARK, Plat of lot 4 Phase 1-B.
Binding site Plan No. B97-I.
Recorded April 9, 1999, Book H Pages 586-587 of Plats
AFN: 3020222
- BOUNDARY LINE ADJUSTMENT BLA 07-115
Recorded May 16, 2007: AFN: 3111097

A.F.N. 3176418



TURNING YOUR IDEAS INTO REALITY THROUGH INNOVATION INTEGRITY AND PERSONAL SERVICE

Northwest GEODIMENSIONS

15 North Chelsea Ave., Wenatchee, WA 98801 Phone 509-663-8660 Fax 509-663-6278

PANGBORN AIRPORT BUSINESS PARK

BINDING SITE PLAN BSP 12-01
ALL QUARTERS OF THE SW 1/4 SECTION 16
TOWNSHIP 22 N. RANGE 21 E. W.M.

DOUGLAS COUNTY WASHINGTON
LIC# 00001912
DATE: 2014-07-14

11110
PROJ. NO.
2 OF 4
SHT.



1-15-14

TURNING YOUR IDEAS INTO
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15 North Oculon Ave., Wenatchee, WA 98801
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DOUGLAS COUNTY
WASHINGTON
11110
PROJ. NO.
3 OF 4
SHT.

Curve Table					Curve Table						
Curve	Length	Radius	Delta	Course	Chord	Curve	Length	Radius	Delta	Course	Chord
C-1	142.10	200.00	40°42'28"	N 70°01'56" W	139.13	C-17	146.01	245.00	34°08'45"	N 31°17'34" E	143.86
C-2	142.06	200.00	40°41'45"	N 29°19'50" W	139.09	C-18	86.70	165.00	30°06'25"	S 29°16'24" W	85.71
C-3	186.08	200.00	53°18'34"	N 17°40'20" E	179.44	C-19	151.71	240.00	36°13'04"	N 26°13'05" E	149.20
C-4	107.72	205.00	30°06'25"	N 29°16'24" E	106.49	C-20	80.51	120.00	35°26'18"	S 59°29'49" W	79.00
C-5	268.73	205.00	75°06'25"	N 51°16'24" E	249.90	C-21	39.36	25.00	90°12'25"	S 44°30'28" W	35.42
C-6	234.13	350.00	38°19'41"	N 70°50'09" W	229.79	C-22	85.25	240.00	20°21'03"	N 80°12'39" W	84.80
C-7	36.65	25.00	84°00'05"	N 86°19'39" E	33.16	C-26	39.14	25.00	89°42'48"	S 45°31'55" E	35.27
C-8	148.91	160.00	53°19'34"	N 17°39'50" E	143.60	C-27	170.47	240.00	40°41'45"	N 29°19'50" W	166.91
C-9	35.71	240.00	8°31'34"	N 4°43'50" W	1187.94	C-28	113.64	160.00	40°41'45"	N 29°19'50" W	111.27
C-11	86.86	183.63	10°17'24"	N 84°51'18" W	86.74	C-29	113.68	160.00	40°42'28"	N 70°01'56" W	111.30
C-12	128.74	245.00	30°06'25"	S 29°16'24" W	127.26	C-30	85.27	240.00	20°21'25"	N 59°51'25" W	84.82
C-13	216.29	165.00	75°06'25"	N 51°46'24" E	201.14	C-31	71.26	200.00	20°24'52"	N 9°45'27" E	70.88
C-14	54.98	35.00	90°00'05"	S 45°40'21" E	49.50	C-32	140.61	70.00	115°05'35"	S 42°04'44" W	118.14
C-15	54.98	35.00	89°59'55"	S 44°19'39" W	49.50	C-33	35.93	240.00	8°34'36"	N 3°49'15" E	35.89
C-16	175.15	245.00	40°57'41"	N 68°50'46" E	171.45						

Curve Table			
Curve	Length	Radius	Delta
(C-1)	(142.08)	(200.00)	(40°42'07")
(C-2)	(142.08)	(200.00)	(40°42'07")

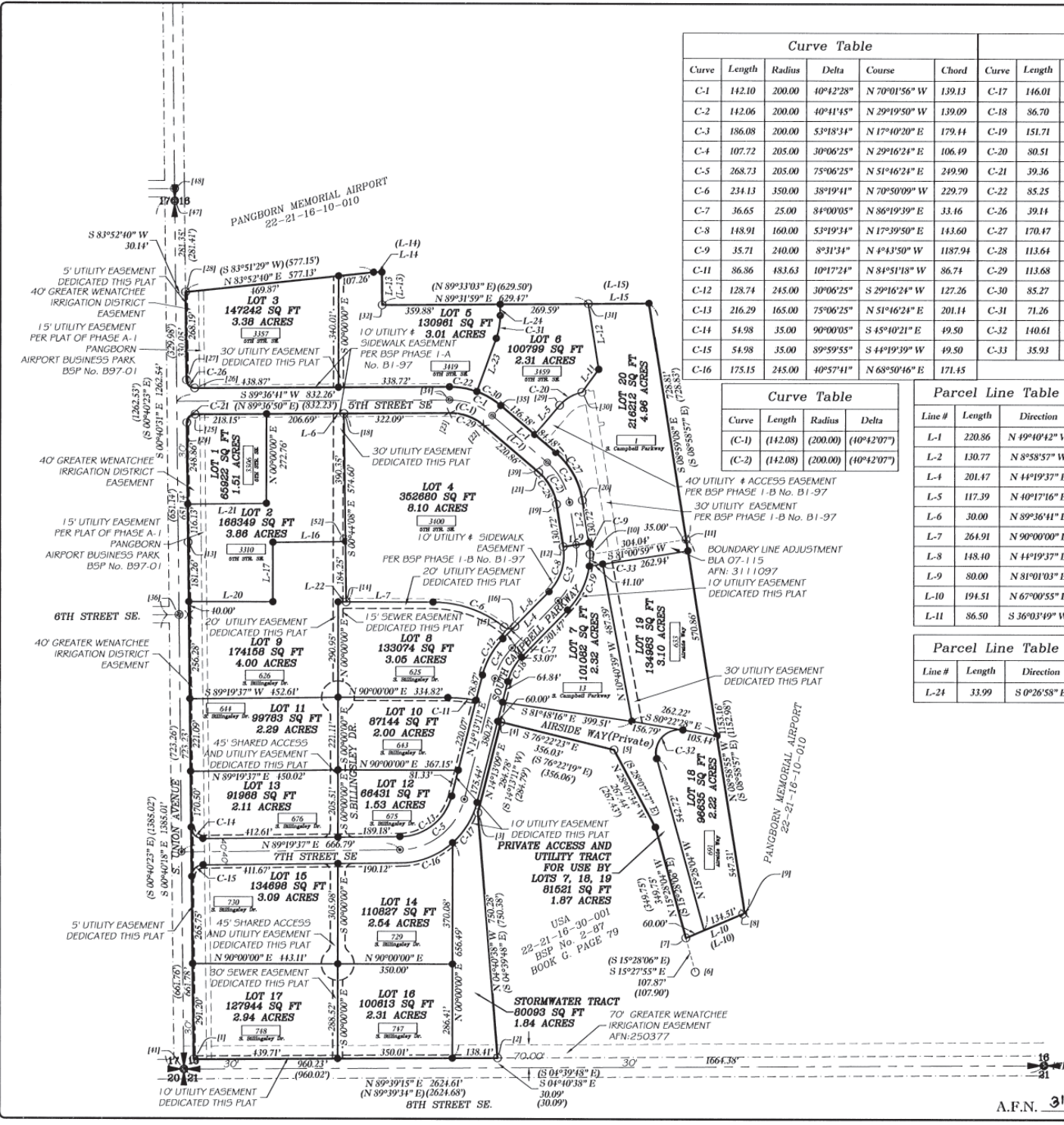
Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction
L-1	220.86	N 49°40'42" W	L-12	202.67	S 9°00'42" E
L-2	130.77	N 8°58'57" W	L-13	100.00	S 0°40'52" E
L-4	201.47	N 44°19'37" E	L-14	25.47	N 89°34'14" E
L-5	117.39	N 40°17'16" E	L-15	185.00	N 89°31'59" E
L-6	30.00	N 89°36'41" E	L-16	221.78	N 89°17'19" E
L-7	264.91	N 90°00'00" E	L-17	181.47	N 0°01'16" W
L-8	148.40	N 44°19'37" E	L-20	256.53	S 89°59'46" W
L-9	80.00	N 81°01'03" E	L-21	240.06	N 89°19'36" E
L-10	194.51	N 67°00'55" E	L-22	24.54	N 90°00'00" E
L-11	86.50	S 36°03'49" W	L-23	173.26	S 19°57'53" W

Parcel Line Table		
Line #	Length	Direction
L-24	33.99	S 0°26'58" E

Parcel Line Table		
Line #	Length	Direction
(L-1)	(220.83)	(N 49°41'03" W)
(L-10)	(194.18)	(S 66°59'41" W)
(L-13)	(100.00)	(S 0°40'23" E)
(L-14)	(25.47)	(N 89°33'03" E)
(L-15)	(185.00)	(N 89°33'03" E)

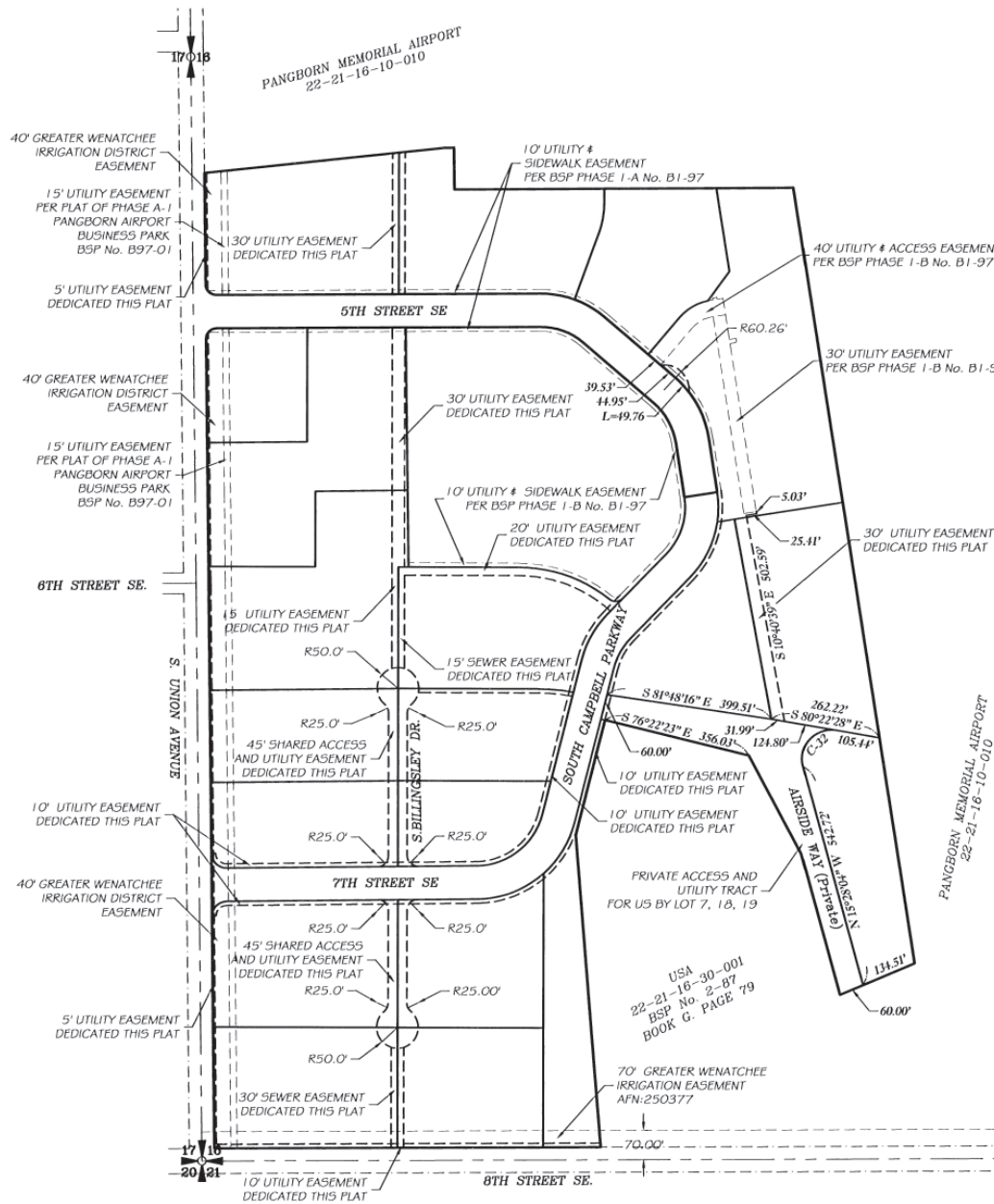


SCALE: 1"=200'
0 100 200



A.F.N. 3176418

PROPOSED EASEMENTS



LEGAL DESCRIPTION

Lot 1, Phase 1-A, Pangborn Industrial Park Binding Site Plan Number B97-1 according to the plat thereof recorded in Book H of Plats, at pages 489-490, under Auditor's File Number 3002602, records of Douglas County, Washington,

TOGETHER WITH that portion of Future Phase, said Binding Site Plan, lying Westerly and Northerly of a line more particularly described as follows:
Commencing at the TRUE POINT OF BEGINNING for said line, said point being the southeast corner of said Lot 1, from which point the northeast corner of said lot bears North $00^{\circ}40'23''$ West 390.00 feet; thence South $08^{\circ}40'23''$ East 184.37 feet to the northerly right of way line of proposed 6th Street SE, said Binding Site Plan; thence South $90^{\circ}00'00''$ West 450.03 feet, more or less, to the East right of way line for South Union Avenue and the TERMINUS for said line.
Also known as Parcel A of Douglas County Boundary Line Adjustment 07-15 recorded May 16, 2007 under Auditor's File No. 3111097.

Lot 2, Phase 1-A, Pangborn Industrial Park Binding Site Plan Number B97-1 according to the plat thereof recorded in Book H of Plats, at pages 489-490, under Auditor's File Number 3002602, records of Douglas County, Washington.

Future Phases, Phase 1-A, Pangborn Industrial Park Binding Site Plan Number B97-1 according to the plat thereof recorded in book H of Plats, at pages 489-490, under Auditor's File Number 3002602, records of Douglas County, Washington;

Except Lot 4, Phase 1-B, Pangborn Industrial Park Binding Site Plan Number B97-1 according to the plat thereof recorded in Book H of Plats, at pages 586-587, under Auditor's File Number 3020222, records of Douglas County, Washington.

AND EXCEPT that portion of said Phase 1-A lying Westerly and Northerly of a line more particularly described as follows:
Commencing at the TRUE POINT OF BEGINNING for said line, said point being the Southeast corner of said Lot 1, from which point the Northeast corner of said lot bears North $00^{\circ}40'23''$ West 390.00 feet; thence South $00^{\circ}40'23''$ East 184.37 feet to the Northerly right of way line of proposed 6th Street SE, said Binding Site Plan; thence South $90^{\circ}00'00''$ West 450.03 feet, more or less, to the East right of way line for South Union Avenue and the Terminus for said line

AND EXCEPT that portion of said Phase 1-A lying Westerly and Northerly of a line more particularly described as follows:
Commencing at the TRUE POINT OF BEGINNING for said line, said point being the southeast corner of said Lot 3, said Phase 1-A, from which point the northeast corner of said lot bears North $08^{\circ}58'57''$ West 728.83 feet; thence South $08^{\circ}58'57''$ East 35.00 feet along the Easterly boundary of said Binding Site Plan; thence South $81^{\circ}01'13''$ West 304.06 feet, more or less, to the East right of way for Campbell Parkway as defined by the Plat of Lot 4, said Phase 1-B, and the TERMINUS for said line.
Also known as Parcel B of Douglas County Boundary Line Adjustment 07-15 recorded May 16, 2007 under Auditor's File No. 3111097.

Lot 3, Phase 1-A, Pangborn Industrial Park Binding Site Plan Number B97-1 according to the plat thereof recorded in Book H of Plats, at pages 489-490, under Auditor's File Number 3002602, records of Douglas County, Washington.

Together with that portion of Future Phase, said Binding Site Plan, lying Westerly and Northerly of a line more particularly described as follows:
Commencing at the TRUE POINT OF BEGINNING for said line, said point being the Southeast corner of said Lot 3, from which point the Northeast corner of said lot bears North $08^{\circ}58'57''$ West 728.83 feet; thence South $08^{\circ}58'57''$ East 35.00 feet along the Easterly Boundary of said Binding Site Plan; thence South $81^{\circ}01'13''$ West 304.06 feet, more or less, to the East right of way line for Campbell Parkway as defined by Plat of Lot 4, Phase 1-B, Pangborn Industrial Park Binding Site Plan Number B1-97, records of said county, and the TERMINUS of said line.

Lot 4, Phase 1-B, Pangborn Industrial Park Binding Site Plan Number B1-97-1, Douglas County, Washington, according to the plat thereof recorded in Volume H of Plats, Pages 586-587.

LEGEND	
⊠	Found Brass Cap in Concrete Monument Case [As Noted]
⊙	Found Brass Cap in Monument Case [As Noted]
○	Found Rebar or Rebar + Cap [As Noted]
⊗	Found Rebar or Rebar + Cap in Monument Case [As Noted]
⊠	Found or Set Chiseled X [As Noted]
⊗	Calculated Point Not Set or Found
●	Set Rebar + Cap: Stamped NWG 22963
⊙	Set PK Nail with Brass Washer: Stamped NWG 22963
---	Right of Way
---	Center Line Monument
---	Section Line
---	Existing Easement
---	Dedicated Easement



TURNING YOUR IDEAS INTO REALITY THROUGH INNOVATION INTEGRITY AND PERSONAL SERVICE

Northwest GEODIMENSIONS

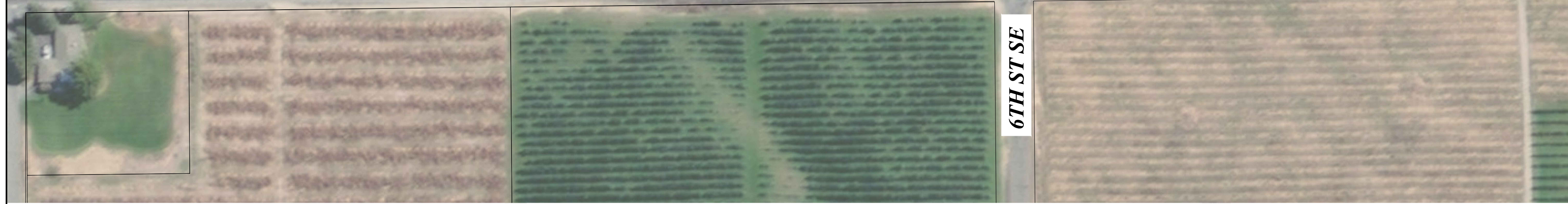
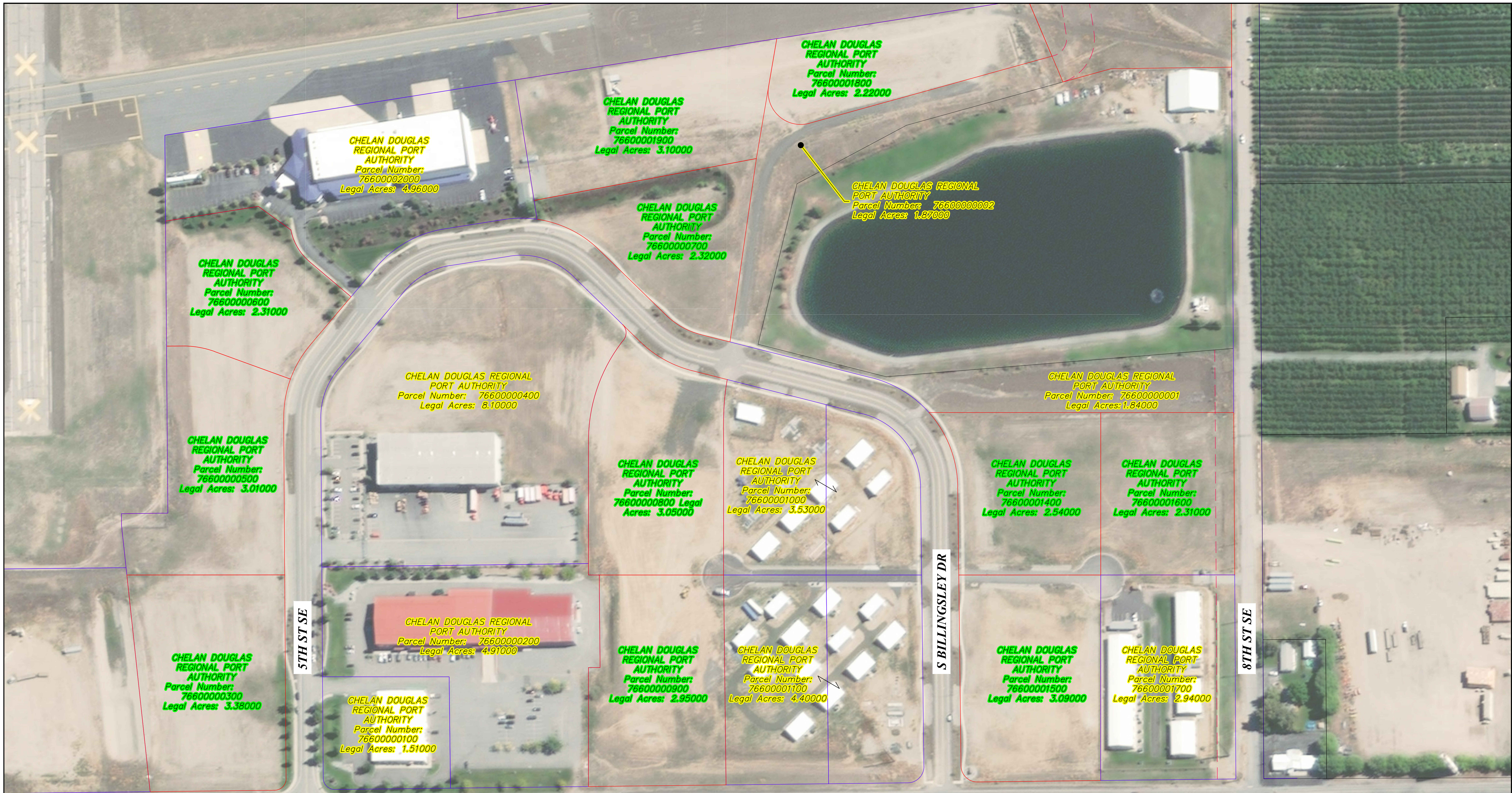
15 North Creston Ave., Wenatchee, WA 98801
Phone 509-663-8860 Fax 509-663-6278

PANGBORN AIRPORT BUSINESS PARK
BINDING SITE PLAN BSP 12-01
ALL QUARTERS OF THE SW 1/4 SECTION 16
TOWNSHIP 22 N. RANGE 21 E. W.M.

DOUGLAS COUNTY WASHINGTON
DATE: 07-07-14 FILE: 22-21-16-10-010

11110
PROJ. NO.
4 OF 4
Sht.

A.F.N. 3176418



S UNION AVE

5TH ST SE

6TH ST SE

S BILLINGSLEY DR

8TH ST SE

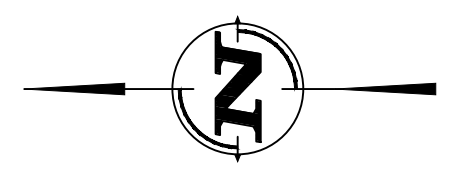
PANGBORN AIRPORT BUSINESS PARK

LEGEND

- LEASED PROPERTY
- AVAILABLE PROPERTY
- ADJOINING PROPERTY



PANGBORN AIRPORT BUSINESS PARK



SCALE: 1" = 200'
0" 1/2" 1"
DRAWING IS FULL SCALE WHEN BAR MEASURES 1"

LAST REVISED: September 7, 2021
FILE PATH: J:\Data\RPA\20-0028\TA XY Mapping Support\CAD\9 - Pangborn Airport Business Park\pobp-e-view2.dwg

Memo

To: Board of Directors
From:  Jim Kuntz
Date: October 7, 2021
Re: CDRPA Resolution No. 2021-18

At the recommendation of Washington Public Port's Legal Counsel, Frank Chmelik, please find attached Resolution No. 2021-18.

The Resolution speaks for itself. Please note Board salaries remain unchanged and were previously adopted during the formation of the Regional Port. This Resolution addresses the per diem compensation only and is currently set at \$128 per day when you are on official Regional Port business. This amount will be adjusted for inflation on January 1, 2024.

A thank you to Quentin who drafted the attached Resolution.

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY
RESOLUTION NO. 2021-18**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CHELAN
DOUGLAS REGIONAL PORT AUTHORITY ADDRESSING THE
APPARENT LEGISLATIVE DRAFTING MISTAKE IN THE 2020
AMENDMENT TO RCW 53.12.260 BY MAINTAINING THE STATUS QUO
FOR COMMISSIONER COMPENSATION FOR CURRENT AND FUTURE
DIRECTORS.**

WHEREAS, enacted in 1975, RCW 53.12.260 provides for port commissioner compensation. Today, this compensation consists of (a) \$128 per diem compensation for each day or portion thereof spent in actual attendance at official meetings of the port district commission, or in performance of other official services or duties on behalf of the district; and (b) since the 1992 amendment to RCW 53.12.260, monthly compensation of either \$200 or \$500 per month depending on the gross operating income of the port district in the preceding calendar year; and

WHEREAS, in 2007 the Legislature amended RCW 53.12.260 increasing the per diem portion of commissioner compensation from \$75 to \$90 and providing for an inflationary adjustment to both per diem and monthly compensation every five years beginning July 1, 2008, as determined by the Washington State Office of Financial Management (the "OFM"). Adjustments on July 1, 2008, July 1, 2013, and July 1, 2018, resulted in current commissioner per diem of \$128 per day and the current monthly compensation of either \$278 or \$711 depending on the gross operating income of the port district in the preceding calendar year. The next adjustment was scheduled for July 1, 2023; and

WHEREAS, in 2020 the Legislature sought, in House Bill 2449 (Chapter 83, Laws of 2020), to move the adjustment date for twelve special purpose governments, including port districts, from July 1st to January 1st to align with these twelve special purpose governments fiscal calendar year. The bill passed both the House and the Senate unanimously. The Legislature's *Final Bill Report* notes that the per diem compensation for these special purpose governments had risen to with adjustments to the current numbers and noted that the purpose of HB 2449 was merely to move the date. In the "summary" section the Final Bill Report notes that:

The calendar date on which the compensation limit for commissioners, board members, supervisors, and directors of special purpose districts must be adjusted for inflation every five years is changed from July 1 to January 1. The date of the next scheduled adjustment is delayed from July 1, 2023, to January 1, 2024; and

WHEREAS, the HB 2449 change to RCW 53.12.260 was accomplished by making a simple change to the statute as follows (deletion in strikethrough and addition in underline):

The dollar thresholds for salaries and per diem compensation established in this section must be adjusted for inflation by the office of financial management every five years, beginning ~~July 1, 2008~~ January 1, 2024; and

Unfortunately, the adjustment date was changed but the reference to \$90 per diem and the \$200/\$700 monthly payments set in the 2007 version of RCW 53.12.260 were not updated. The “plain reading” of the RCW 53.12.260 is now \$90 per diem and the \$200 or \$500 monthly payments adjusted for inflation on January 1, 2024. It is clear the effect of “rolling back” commissioner compensation to 2007 levels was unintended and a clear legislative drafting mistake.

WHEREAS, Article XI, Section 8 of the Washington State Constitution prohibits and increase or decrease in commissioner compensation during a term of office. Therefore, the 2020 amendment to RCW 53.12.260 would only apply as commissioners are elected or re-elected with the first application occurring for commissioners taking office on January 1, 2022; and

WHEREAS, the Washington Public Ports Association has contacted the OFM and the Washington State Auditor’s Office (the “SAO”) about this issue. While acknowledging the issue, the OFM and SAO indicated that the current compensation should be left in place because the legislative intent was merely to change the date from July 1st to January 1st. The SAO has indicated that it will not be an audit issue. However, these views, while helpful, are not legally binding; and

WHEREAS, RCW 53.12.260(3) allows a port commission to set both per diem and monthly compensation for commissioners in lieu of the amounts specified in the statute; and

WHEREAS, pursuant to RCW 53.12.260(3), the Chelan Douglas Regional Port Authority Board of Directors previously approved Resolution 2019-08, which set a monthly salary schedule for Regional Port Authority directors following an election to a new term in office. Resolution 2019-08 did not adjust per diem compensation, which remains at the \$128 statutory level; and

WHEREAS, it is in the best interest of the Regional Port Authority to maintain current levels of commissioner compensation and ensure that commissioners newly elected or re-elected in 2021 are provided the same compensation as the other commissioners when the newly elected or re-elected commissioners take office on January 1, 2022; and

WHEREAS, until this unintended drafting mistake is (a) corrected by the Legislature, (b) a definitive legal interpretation from the Washington Attorney General’s Office is issued, or (c) Washington courts issue a binding decision it is in the best interest of the Port to adopt a resolution pursuant to RCW 53.12.260(3) to maintain the *status quo* for commissioner compensation subject to the January 1, 2024 change per RCW 53.12.260.

NOW THEREFORE, based upon the foregoing it is resolved by the Chelan Douglas Regional Port Authority, by and through its Board of Directors, to maintain the *status quo* as follows:

1. The monthly compensation for a Director of the Chelan Douglas Regional Port Authority shall remain as set out in Resolution 2019-08 and any Director may elect to waive all or any portion of their monthly salary.
2. Pursuant to RCW 53.12.260(3), the per diem compensation of \$128/day shall be maintained for all current Directors of the Chelan Douglas Regional Port Authority and shall apply to all Directors hereinafter elected or appointed.
3. The per diem compensation will be adjusted for inflation on January 1, 2024, and each five years thereafter, as set forth in RCW 53.12.260(4).
4. The Chelan Douglas Regional Port Authority legal counsel and the Chief Executive Officer will inform the Board of Directors if and when the drafting issue in RCW 53.12.260 (a) has been the subject of Legislature action, (b) a definitive legal interpretation from the Washington Attorney General's Office is issued, or (c) Washington courts issue a binding decision so that the Board of Directors may consider an appropriate resolution.

ADOPTED in open session at a regular meeting of the Board of Directors of the Chelan Douglas Regional Port Authority on the 12th day of October 2021.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

JC Baldwin, Director

W. Alan Loeb sack, Director

Donn Etherington, Director

Jim Huffman, Director

Rory Turner, Director

Mark Spurgeon, Director

Memo

To: Board of Directors

From: Ron Russ

Date: October 7, 2021

Re: Authorization to Approve Work Request for Lighting Improvements in Lineage Buildings G and I

In July, the CDRPA entered into a Unit-Price Contract for Commercial Electrical Services with Schmitt Electric, Inc. A unit priced contract means “a competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of a district”. When the CDRPA requires commercial electrical services consistent with the scope of the agreement, we submit to Schmitt Electric a Contractor Work Request describing the specific work that needs to be completed. Schmitt is then expected to return the Contractor Work Request with an estimate of the total number of “units” required to complete the work, in this case the units are hours and materials.

In preparation for Streamline Fulfillment’s use of Lineage G and I, I initially asked Schmitt Electric to evaluate the condition of the existing lighting in these buildings and make recommendations for repairs and replacements. Schmitt subsequently recommended the replacement of all existing fixtures with LED fixtures or LED retrofits. In addition, Schmitt has assisted with the calculations and application process for the Chelan County PUD ResourceSmart Program, which provides monetary incentives for energy efficiency upgrades.

Schmitt has submitted the Contractor Work Request, detailing 229 labor hours, \$25,001.83 for materials and \$1,200 for the rental of a personnel lift for a total of \$57,055.00, including WSST. They have

also provided the completed application for the Chelan PUD ResourceSmart Program with an estimated incentive amount of \$55,740.31.

Since the total cost of these improvements (irrespective of the PUD incentive) exceeds Jim's delegation of authority, we felt it was appropriate to seek the Board's concurrence prior to approving the Contractor Work Request and authorizing Schmitt to proceed with the work.

Contract #: _____ Contract Name: _____

CDRPA Representative: _____ Phone: _____ Email: _____

Contractor: _____

Contractor Representative: _____ Phone: _____ Email: _____

Work Requested (complete all applicable fields in accordance with the contract price proposal):

Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Cost
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				<i>Subtotal</i>	\$
				<i>Sales tax</i>	\$
				<i>Total</i>	\$

Contractor Acceptance:

I agree to furnish the materials and perform the labor necessary to perform these services in conformance with the above referenced contract. Services to be completed on or before _____.

Signature

Date

CDRPA Approval:

Contractor may proceed with the work in conformance with the above referenced contract. The quantity and cost of the work may not exceed this estimate without prior approval of the CDRPA contracting official.

Signature

Date



Chelan PUD Project Report

Customer / Mailing Information:

Customer Name:	Chelan Douglas Regional Port Authority
Customer Contact:	Ron Russ
Mailing Address:	One Campbell Parkway, Suite A
City/State/Zip Code:	East Wenatchee, WA 98802
Phone:	509-670-8038

Project / Site Information:

Project Name:	Kittitas Warehouse Lighting Upgrade
Project/Site Address:	4 Kittitas St.
City/State/Zip Code:	Wenatchee, WA 98801
Project Work Order:	338879

Utility Project Information:

Utility Contact:	Scott Stanford
Sector:	Commercial
Building Type:	Other
Unique Site ID:	[Enter in data entry form]
Completion Date:	February 20, 2015
Total Project Cost*:	\$57,055.00
Project Type:	Retrofit
Funding Source:	Utility Self-Fund

Invoice Summary

Utility Willingness to Pay:	\$55,740.31
Customer Incentive:	\$55,740.31
Incentive % of Project Cost:	98%
Benefit/Cost Ratio:	3.02
Project Level Incentive Cost per kWh	\$0.37

* For Retrofit projects cost equal total project cost. For New Construction projects cost equal estimated incremental cost.

Project Savings Information:

Unadjusted Site Savings:	147,863.37	kWh	Note: This is a kWh savings calculation without adjusting for HVAC, codes & standards, or busbar.
Site Savings adjusted for HVAC interaction:	147,403.21	kWh	Note: Adjusts kWh savings for Heating and Cooling interactions (This is the kWh savings figure provided on the customer proposal form.)
Site Savings Adjusted for Market average Baseline and Federal Standards:	147,403.21	kWh	Note: For more informations see Formulas and Adjustments form
Busbar Savings: (Savings X 1.022)	150,646.08	kWh	Note: This is the final savings number reported to BPA

Project Measure Detail (Retrofit Projects Only):

Measure	Unadjusted Site Savings	Savings Reported to BPA
Decommissioning	19,639.22	20,071.28
Equipment	106,468.69	108,338.83
Controls	21,755.46	22,235.96
Total	147,863.37	150,646.08



Customer Agreement

By signing this Application you are certifying that you have read and agree with the ResourceSmart Program Implementation Agreement attached to this form.
You also certify to the best of your knowledge, the number and wattage of the installed light fixtures are correct and the annual operating hours are reasonable and not over or understated.

Signed: _____ Date: _____

Utility Approval/Verification

I have inspected and verified that all fixture types, their wattages, their location, operating hours, and any controls are installed as stated.

Signed: _____ Date: _____

RESOURCE\$MART PROGRAM Implementation Agreement

This agreement is between the Recipient identified on this Incentive Application and Public Utility District No.1 of Chelan County (PUD).

WHEREAS, the PUD is offering the Resource\$mart program in order to acquire cost effective electric resources from its rate schedule 2, 3 and 30 customers. This agreement is valid only if the recipient is an existing PUD customer and is legally authorized to construct, remodel or otherwise make improvements to the facility described on this form.

Now, therefore, in consideration of the mutual covenants contained herein, the PUD and the recipient agree as follows:

1. Payment by PUD. PUD agrees to pay Recipient for the acquisition of this electric resource, as identified in the Approved Incentive Application.
2. Final Installation and Invoice Acceptance. Within 180 days of the approval of this application by the PUD, the Recipient shall provide the PUD with all invoices and other requested verification of the costs to install the conservation measures. Payment terms for the actual units installed are net 30 days from the date the invoice is received by the PUD. If payment is not received when due, interest shall accrue on the unpaid balance at the rate of twelve (12%) per annum. All payments are contingent on a verification inspection by a PUD representative to assure conformance with the provisions of this agreement and the proper installation of the energy conservation measures.
3. No Third Party Beneficiaries and No Further Obligations by PUD. The PUD's sole responsibility is to purchase electric power resources from Recipient that result from the installation of these conservation measures. The PUD is not a party to any contracts for the purchase or installation of any equipment or measure, or for the actual installation of any measure.
4. Reimbursement of Resource\$mart Payments. In the event the Recipient removes or disables the energy conservation measures, or operates the equipment other than described in the Resource\$mart Agreement within three years after being installed, Recipient shall refund to the PUD an amount equal to the ratio of the remaining time in the three year period when the savings ceased, divided by three. The amount to be refunded shall be calculated by the PUD and invoiced to Recipient. Payment is due within 30 days of the invoice date. If payment is not received when due, interest shall accrue on the unpaid balance at the rate of twelve (12%) per annum.
5. No Warranty. Recipient acknowledges that, due to the variability of energy use, it is not possible to accurately predict energy savings from installing the energy conservation measures. The PUD does not warrant to Recipient any level of energy savings. Customer should independently verify all energy and cost savings calculations, assumptions, and estimates before committing to any equipment purchases under this Resource\$mart program.
6. Data Collection. Recipient agrees to allow the PUD to measure the actual energy savings that occur as a result of installing these conservation measures. The actual savings findings will not be used in determining the payment or reimbursement levels. Recipient agrees to allow the PUD access to its facilities for data collection for a period of three years following installation of the conservation measures.
7. Hold Harmless. Recipient agrees to hold harmless, indemnify and defend the PUD from and against any and all liability for damages or costs connected in any way with the purchase and installation of conservation measures and any work associated therewith.
8. Compliance with Laws. Recipient is solely responsible for compliance with all federal, state, and local requirements related to environmental, health, safety and zoning requirements and other laws or regulations applicable to this project.
9. Governing Law and Venue. This agreement shall be governed by the laws of the State of Washington. Venue for any action arising from or related to this Agreement shall be in the Superior Court of Chelan County, Washington.
10. Attorney Fees. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms of this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the court.
11. Entire Agreement. This instrument contains the entire agreement of the parties.



OGDEN MURPHY WALLACE, PLLC
1 FIFTH STREET, SUITE 200
P.O. BOX 1606
WENATCHEE, WA 98807

T 509.662.1954
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OMWLAW.COM

PETER A. FRALEY
pfraley@omwlaw.com

September 30, 2021

Mark Norton
General Director
Burlington Northern Santa Fe Railway
2650 Lou Menk Dr
Attn: Corporate Real Estate
Fort Worth, TX 76131-2830

Re: Wells and Wade Building - Access Easement

Dear Mr. Norton:

Our office represents the Port of Chelan County and the Chelan Douglas Regional Port Authority (collectively, the "Port").

In 2019, the Port acquired the property depicted on the attached map located in Wenatchee Washington (Chelan County tax parcel number 222003440100). As part of its redevelopment efforts, the Port requires a documented access easement that benefits the Port's real property from the end of Kittitas Street across neighboring property allegedly owned by BNSF. While access has existed for decades, there is no recorded easement instrument that we are aware of. To assist in your review, enclosed are 4 photographs associated with the access to the Port's property.

Earlier this year, the Port tried without success to get BNSF to communicate with it about the Port's need for a recorded easement instrument. We write in a final attempt to see if BNSF will communicate on this topic. The only other option is to bring suit to have a Court confirm the Port's easement rights.

As you likely know, under Washington law, the Port has easement rights, despite there being no express easement instrument of record with Chelan County. The Port has an easement by operation of Washington law, since the access has been used for more than 10 years and because the access existed at the time Burlington Northern sold the subject property to Wells and Wade in 1998. Landberg v. Carlson, 108 Wn. App. 749 (2001)(easement implied by prior use); 810 Properties v. Jump, 141 Wn. App. 688 (2007)(prescriptive easement if 10 or more years of continuous, hostile use).

September 30, 2021

Page 2

The Port asks for your assistance to get its easement rights recorded in the Chelan County land records. The Port would prepare the easement instrument for recording at its expense, but will need BNSF to sign the instrument.

Please advise if BNSF is agreeable to this request. If so, the Port will prepare the easement for your review. However, if we do not hear that BNSF is agreeable by November 5, 2021, the Port has authorized us to file suit.

Please contact me or attorney Brian A. Walker, if you have any questions or if BNSF will sign an easement instrument.

Very truly yours,

OGDEN MURPHY WALLACE, P.L.L.C.

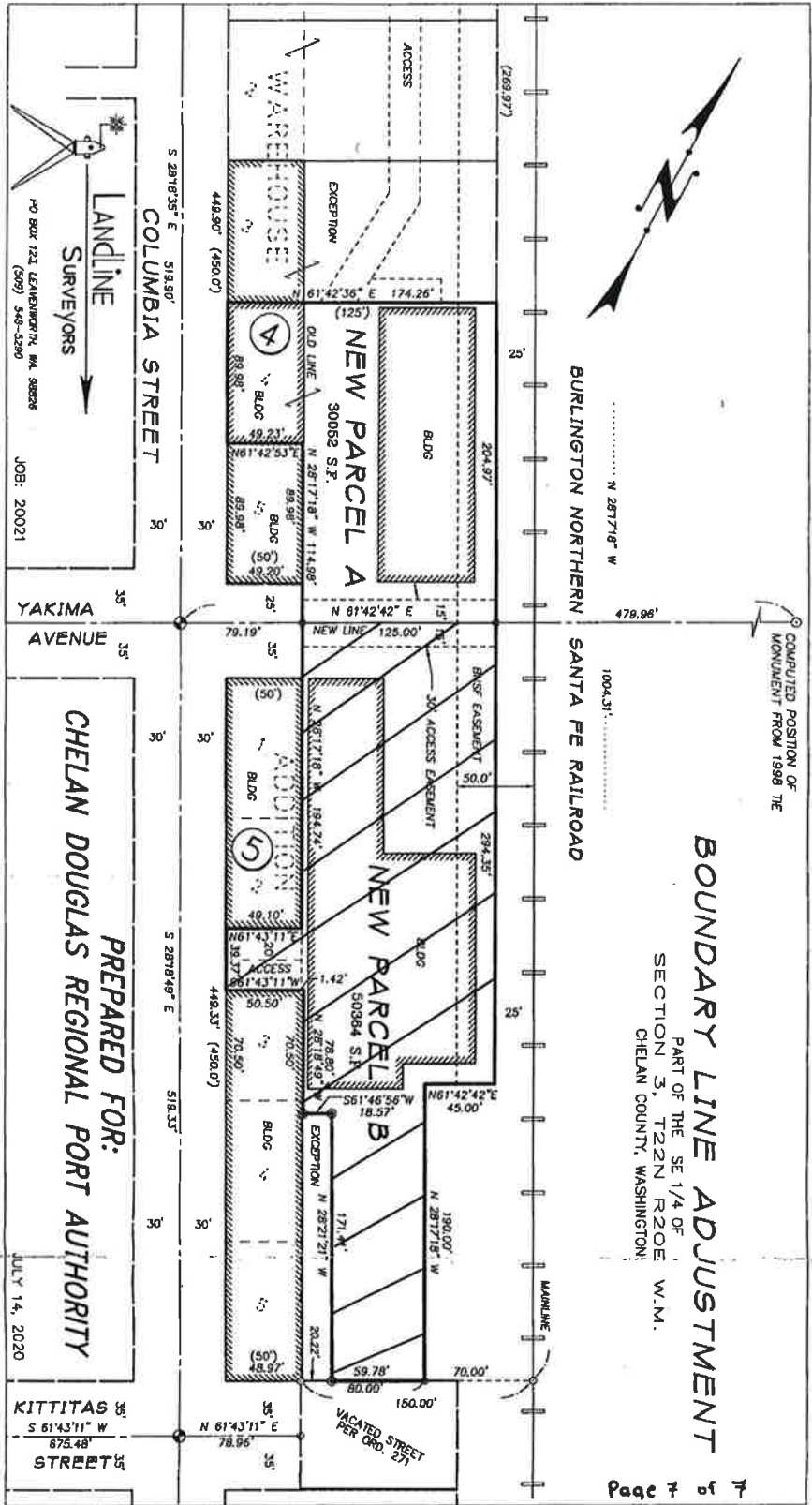


Peter A. Fraley

PAF:rnI

Enclosures

cc: Client (*w/ encl., via email*)
Brian A. Walker (*w/ encl., via email*)
Stephen Semenick, BNSF (*w/ encl., via email*)



BOUNDARY LINE ADJUSTMENT

PART OF THE SE 1/4 OF SECTION 5, T22N R20E CHELAN COUNTY, WASHINGTON

LANDLINE SURVEYORS
 PO BOX 123 LEANWORTH WA 98298
 (509) 548-5290
 JOB: 20021

PREPARED FOR:
CHELAN DOUGLAS REGIONAL PORT AUTHORITY
 JULY 14, 2020

- Port Property

BNSF property
 AMTRAK transfer station



PICTURE #1: LOOKING DUE EAST FROM THE MIDDLE OF KITTITAS STREET INTO AMTRAK TRANSFER STATION AND THE PORT PROPERTY IS TO THE LEFT AND BEHIND THE BRICK BUILDING



PICTURE #2: LOOKING DUE WEST FROM THE MIDDLE OF KITTITAS STREET



PICTURE #3: PICTURE TAKEN FROM SAME POSITION AS PICTURE #2, LOOKING NORTH INTO THE PORT PROPERTY INCLUDING CURB-CUT FOR ACCESS



PICTURE #4: LOOKING NORTH INTO THE PORT PROPERTY FROM BNSF PROPERTY (THE PARKING LOT ASSOCIATED WITH THE AMTRAK TRANSFER STATION)

Chelan Douglas Regional Port Authority Contract Log

Updated: 10/1/2021

Contract Number	Contract Type	Company Name	Scope	Original Amount w/ Tax	Final Amount	Contract Start	Contract End	Type of Solicitation	Type of Funding
2020-10	PROF	Landline Surveyors	Pangborn Memorial Airport Boundary Line Adjustment	\$ 27,000.00		1/4/2021		Task Authorization	CDRPA
2020-11	PROF	RH2 Engineering	IB 2 Pavement Preservation	\$ 20,000.00		2/19/2021	7/31/2021	Task Authorization	CDRPA/WSD
2020-12	PROF	RH2 Engineering	Cashmere Mill Site Beaver Mitigation	\$ 7,311.00		4/15/2021	7/31/2021	Task Authorization	CDRPA
2020-13	PROF	TO Engineers	Pangborn Memorial Airport Terminal Apron Reconstruction	\$ 932,445.00		1/26/2021	12/31/2022	Task Authorization	CDRPA/FAA
2021-01	LPW	France & Co.	Lineage Bldg G Bathroom Remdiation	\$ 11,764.85	\$ 12,895.94	1/5/2021	1/29/2021	Limited Public Works	CDRPA
2021-02	LPW	The Floor Factory	Terminal Carpet Replacement	\$ 11,038.37	\$ 11,038.37	1/14/2021	3/12/2021	Limited Public Works	CDRPA
2021-03	LPW	Door Tech, Inc.	3306 Overhead Door Installation	\$ 1,742.28	\$ 1,742.28	2/19/2021	3/22/2021	Limited Public Works	CDRPA
2021-04	LPW	Smith Excavation	Orondo River Park Trailer Removal	\$ 11,696.40	\$ 11,696.40	3/8/2021	4/8/2021	Small Works	CDRPA/PUD
2021-05	LPW	The Floor Factory	CWICC Dispatch Carpet Replacement	\$ 14,158.17	\$ 14,158.17	4/21/2021	6/11/2021	LPW	CDRPA
2021-06	SW	North Cascades Heating and Air Conditioning	CWICC HVAC Replacement - Design/Build	\$ 175,065.00	\$ 174,422.00	4/26/2021	7/15/2021	Design Build	CDRPA
2021-07	PERS	Gylling Consulting	CTC Actapio Assistance	T&M	\$ 27,000.00	1/13/2021	4/30/2021	Direct	CDRPA
2021-08	PERS	Landau Associates	CTC Air Permitting Consultation Services	\$ 5,000.00	\$ 1,776.25	1/13/2021	3/31/2021	Direct	CDRPA
2021-09	PW	CR Contracting	Waterville Airport Rebid 2021 Pavement Rehabilitation	\$185,052.21		3/22/2021	8/31/2022	Public Works	CDRPA/WSDOT
2021-10	PS	Rosales Landscaping	EFI Landscape Maintenance 2021	\$ 12,950.00	\$ 12,950.00	4/1/2021	11/1/2021		CDRPA
2021-11	UP	Inland Fire Protection	Fire Sprinkler Maintenance, Repair and Inspection Services	\$ 60,992.88		5/1/2021	5/1/2024	Small Works	CDRPA
2021-12	UP	D&B Backflow	Backflow Assembly Maintenance, Repair and Inspection Services	\$ 9,830.10		5/1/2021	5/1/2024	Small Works	CDRPA
2021-13	LPW	Simply Sewer LLC	Orondo River Park Sewer Line Hydrojetting	\$ 875.00	\$ 875.00	4/28/2021	4/30/2021	Direct	CDRPA
2021-14	LPW	After Hours Plumbing & Heating, Inc.	IB5 PRV and Expansion Tank Install	\$ 1,278.03	\$ 1,278.03	4/15/2021	4/23/2021		CDRPA
2021-15	PS	Woodland Resource Services	CDRPA Noxious Weed Spraying	\$ 9,053.24					
2021-16	LPW	TK Elevator Corporation	CTC Elevator Repair	\$ 21,436.77	\$ 21,436.77	4/19/2021	5/30/2021	Direct	CDRPA
2021-17	LPW	Fire Chief Equipment	CTC Annual Fire Sprinkler, Backflow testing	\$ 5,516.50	\$ 4,912.44	1/1/2021	7/31/2021	Small Works	CDRPA
2021-18	SW	Central Washington Asphalt	IB 2 Pavement Preservation	\$113,487.00	\$ 113,487.00	6/24/2021	8/30/2021	Small Works	CDRPA/WSD
2021-19	LPW	Community Glass	Pybus Incubator Glass Door Adjustment	\$ 326.00	\$ 326.00	5/19/2021	5/20/2021	Direct	CDRPA
2021-20	LPW	TK Elevator Corporation	Additional Elevator Repair to Elevator One	\$ 9,482.79		5/25/2021			CDRPA
2021-21	EPW	Smith Excavation	Brender Creek Emergency Flood Mitigation	\$ 4,761.41	\$ 4,761.41	5/22/2021	5/25/2021	Emergency Direct	CDRPA
2021-22	PS	C&D Chem Dry	CTC Carpet Cleaning twice per year	\$ 8,853.60		1/1/2021	12/31/2021	Small Works	CDRPA
2021-23	SW	WES Landscape Architecture	To provide CTC Entry Concept Designs	\$5,967.50	\$ 4,000.00	1/8/2021	4/30/2021	Small Works	CDRPA
2021-24	PS	LocalTel Communications	CTC Fire and Security Alarm Monitoring	\$ 10,419.25		1/1/2020	12/31/2021	Small Works	CDRPA
2021-25	PS	North Cascades Heating & Air	CTC HVAC Service & Maintenance	\$ 14,376.24		1/1/2021	12/31/2021	Small Works	CDRPA
2021-26	PS	GFC Services	CTC and CTC South Janitorial Services	\$ 47,874.54		1/1/2021	12/31/2021	Small Works	CDRPA
2021-27	PS	NuClear Building Maintenance	CTC and CTC South Window Cleaning	\$ 7,167.33		1/1/2021	12/31/2021	Small Works	CDRPA
2021-28	LPW	North Cascades Heating and Air Conditioning	Accor Technology HVAC Repair	\$ 557.75	\$ 557.75	5/13/2021	5/14/2021	Direct	CDRPA
2021-29	LPW	North Cascades Heating and Air Conditioning	Accor Technology HVAC Repair	\$ 752.69	\$ 752.69	5/13/2021	5/14/2021	Direct	CDRPA
2021-30	LPW	After Hours Plumbing & Heating, Inc.	Orondo River Park			5/7/2021	5/7/2021	Direct	CDRPA
2021-31	LPW	After Hours Plumbing & Heating, Inc.	Executive Flight Water Heater Replacement	\$ 3,444.68	\$ 3,444.68	6/1/2021	6/1/2021	Direct	CDRPA
2021-32	PS	Vita Green LLC	60 Airport Way Landscape Care and Maintenanar	\$ 8,498.08		6/15/2021	10/31/2021	Direct	CDRPA
2021-33	PS	Woodland Resource Services	Mansfield Airport Vegetation Management	\$3,898.80	\$3,898.80	6/15/2021	10/31/2021	Small Works	CDRPA
2021-34	LPW	Graybeal Sign, Inc.	GA Terminal Fuel Island Sign Post Removal	\$ 2,354.44		6/14/2021	7/30/2021	Direct	CDRPA

Chelan Douglas Regional Port Authority Contract Log

Updated: 10/1/2021

Contract Number	Contract Type	Company Name	Scope	Original Amount w/ Tax	Final Amount	Contract Start	Contract End	Type of Solicitation	Type of Funding
2021-35	LPW	North Cascades Heating and Air Conditioning	Accor Technology AC Compressor and Heat Pump Reversing Valve	\$ 6,102.71	\$ 6,102.71	6/15/2021		Direct	CDRPA
2021-36	PS	Peaceful Retreat Yard Care and Landscaping LLC	PABP/ORP Landscape Care and Maintenance	\$ 44,200.00		3/1/2021			CDRPA
2021-37	PROF	GeoEngineers	Property Environmental Sampling - Hanager Building H-19 (Johnson Air)	\$ 9,800.00	\$ 10,880.91	6/21/2021	8/30/2021	Direct	CDRPA
2021-38	PROF	Forte Architects	Executive Flight Meeting Room	\$ 45,515.00		6/24/2021		Formal	CDRPA
2021-39	LPW	North Cascades Heating and Air Conditioning	Misc. HVAC Repairs	\$ 1,776.14	\$ 1,776.14	6/23/2021	6/18/2021	Direct	CDRPA
2021-40	LPW	After Hours Plumbing & Heating, Inc.	ORP Toilet Repair	\$ 923.49	\$ 923.49	6/23/2021	6/23/2021	Direct	CDRPA
2021-41	LPW	Keyhole Security, Inc.	Pybus Annex Lock Reset	\$ 268.43	\$ 268.43	6/10/2021	6/11/2021	Direct	CDRPA
2021-42	LPW	Keyhole Security, Inc.	TSA Rekey Pangborn Airport	\$ 124.55	\$ 124.55	6/16/2021	6/18/2021	Direct	CDRPA
2021-43	EQP	SkyMark Refuelers, Inc.	Jet-A Aircraft Refueler	\$ 300,486.42		8/31/2021	2/22/2022	Formal	CDRPA
2021-44	UP	Schmitt Electric, Inc.	Unit Price Commercial Electrical Services	\$ 32,416.55		8/1/2021	7/31/2024	Small Works	CDRPA
2021-45	PS	iPro Building Services LLC	Executive Flight Janitorial Services	\$ 6,129.78		8/1/2021	1/31/2022	Direct	CDRPA
2021-46	SW	Apple City Electric LLC	IB 2 Covered Parking Electrical	\$ 5,973.00		7/20/2021	8/30/2021	Small Works	CDRPA
2021-47	PS	Legacy Power	Annual Generator Maintenance	\$ 2,150.00	\$ 2,150.00	8/2/2021	8/24/2021	Direct	CDRPA
2021-48	UP	Keyhole Security, Inc.	CTC Velocity Update and Rooftop Card Reader	\$ 4,065.00	\$ 4,064.90	6/24/2021	7/2/2021	Direct	CDRPA
2021-49	PROF	GeoEngineers	Cashmere Mill Site Wood Waste Removal - Assessment and Design	\$ 39,500.00		8/11/2021	9/30/2021	Roster	CDRPA/CPIF Grant
2021-50	PW	Holiday Parks	Executive Flight Phase 2 HVAC Improvements	\$ 808,606.39		8/11/2021	12/31/2021	Design Build	CDRPA
2021-51	PS	NuClear Building Maintenance	Cashmere Mill District Pressure Washing and Window Cleaning	\$ 3,064.32	\$ 3,064.32	8/23/2021	9/30/2021	Informal	CDRPA
2021-52	PS	DGs Landscaping	Cashmere Mill District Landscape Maintenance	\$ 1,646.16		8/20/2021	8/26/2021	Informal	CDRPA
2021-53	LPW	Beckstead Electric, Inc.	Troubleshoot Avgas Hose Reel Relay	\$ 124.55	\$ 124.55	6/23/2021	6/23/2021	Direct	CDRPA
2021-54	LPW	North Cascades Heating and Air Conditioning	Repair HVAC System Leak and Recharge	\$ 939.39	\$ 939.39	7/26/2021	7/26/2021	Direct	CDRPA
2021-55	LPW	North Cascades Heating and Air Conditioning	Repac Failed HVAC System Relay	\$ 193.04	\$ 193.04	8/9/2021	8/9/2021	Direct	CDRPA
2021-56	LPW	After Hours Plumbing & Heating, Inc.	Lineage Bldg G Supply Valve Repair	\$ 543.44		9/3/2021	9/3/2021	Direct	CDRPA
2021-57	PS	Mascott Equipment, Co.	Annual UST Compliance Testing			9/20/2021		Direct	CDRPA
2021-58	LPW	Olin Excavation	Cashmere Mill District Wetlands Improvements	\$ 38,338.20		10/4/2021		Small Works	CDRPA
2021-59	PROF	Berger Partnership	Tech Ctr Way Landscaping - Schematic Design	\$ 8,500.00		9/30/2021		Roster	CDRPA
2021-60	PROF	DOH Associates	CTC Core and Shell Restoration	\$ 94,660.00		6/16/2021		Task Authorization	CDRPA/Actapio
2021-61	PROF	DOH Associates	GA Terminal Remodel Feasibility	\$ 21,215.00		8/4/2021		Task Authorization	CDRPA
2021-62	PROF	RH2 Engineering	MALSR Property Phase I ESA	\$ 7,549.00		9/20/2021		Task Authorization	CDRPA
2021-63	PW	Hurst Construction	Pangborn Terminal Apron Reconstruction	\$ 9,500,017.54		8/25/2021		Formal	CDRPA/FAA
2021-64	PW	DOH Associates	General Services	\$ 3,700.00		3/2/2021		Task Authorization	CDRPA

Key:

Contract Type

PERS	Personal Service
PROF	Professional Service
PW	Public Works
SW	Small Works
LPW	Limited Public Works
UP	Unit Price
PS	Purchased Service
EQP	Equipment

Chelan Douglas Regional Port Authority - Lease Report

Leases & Renewals - Aviation Related

Reporting Period - September 2021

10/12/2021

New Leases					
Lease Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month
9/20/2021	Jason Loewen	PMA Hangar B-11		M2M	\$199.00
9/20/2021	Parking Agreement: Service Driven Transport	Non-Terminal Parking	3 Trucks @ \$125	M2M	\$375.00
9/22/2021	UW Airlift Northwest	EF Expanded Hangar Space	3,000 SQFT	9/23/2021 - 4/30/2022	\$600.00

Lease Renewals					
Renewal Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month
9/2/2021	EAN Holdings - Enterprise	Car Rental Counter		1/1/2022 - 12/31/2024	\$197.00

Tenants Moving Out					
Tenant	Building or Land	SQFT or Acres	Ending	Base Rent/Month	

None Reported for this Period

Executive Director's Authority to Sign Leases

Lease terms of five years duration or less.

Lease payments of \$5,000 per month or less.

Chelan Douglas Regional Port Authority - Lease Report

Leases & Renewals - CDRPA

Reporting Period - September 2021

10/12/2021

New Leases					
Lease Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month
8/19/2021	Blue Spirits Distilling	Cashmere: Bldg B Add'l Expansion	2,163 SQFT	M2M (Effect 8/19/2021)	\$1,622.25

Lease Renewals					
Renewal Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month

None Reported for this Period

Tenants Moving Out					
Tenant	Building or Land	SQFT or Acres	Ending	Base Rent/Month	

None Reported for this Period

Executive Director's Authority to Sign Leases

Lease terms of five years duration or less.

Lease payments of \$5,000 per month or less.

Chelan Douglas Regional Port Authority - Lease Report

Leases & Renewals - CTC

Reporting Period - September 2021

10/12/2021

New Leases					
Lease Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month

None Reported for this Period

Lease Renewals					
Renewal Signed	Tenant	Building or Land	SQFT or Acres	Term	Base Rent/Month

None Reported for this Period

Tenants Moving Out					
Tenant	Building or Land	SQFT or Acres	Ending	Base Rent/Month	

None Reported for this Period

Executive Director's Authority to Sign Leases

Lease terms of five years duration or less.

Lease payments of \$5,000 per month or less.

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

10/8/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attends</i>	<i>RSVP arrangements if applicable</i>
October 12	Tuesday	CDRPA Board Meeting; 12:00 PM	Board of Directors; staff	
October 12	Tuesday	Chelan Airport Joint Board Meeting; 6:00pm; Chelan City Hall	Board of Directors; staff	
October 13	Wednesday	NCWEDD Meeting	Commissioner Huffman	
October 14	Thursday	Congressman Rick Larsen, Pangborn Airport Tour		
October 14	Thursday	CDTC Board Meeting 9:00 AM	Commissioner Baldwin	
October 18	Monday	Board Retreat 10:00 AM Warm Springs Inn	Board of Directors; staff	Venue Booked
October 19	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am	Commissioner Spurgeon & Etherington	
October 20	Wednesday	GWATA Board Meeting; 3:00 PM	Commissioner Baldwin	
October 21-22	Thur-Friday	WPPA Small Ports;Enzian Leavenworth	Commissioner Baldwin	
October 26	Tuesday	CDRPA Board Meeting; 9:00 AM	Commissioner Spurgeon Ex. Ab.	
October 26	Tuesday	Flu Shots @CTC and Ex Flight Anova Works	Board of Directors; staff	
October 27	Wednesday	DC Community Leadership Advisory Meeting - Ex Flight; 2:30p (4th Weds)		
November 9	Tuesday	CDRPA Board Meeting; 9:00 AM	Board of Directors; staff	
November 10	Wednesday	NCWEDD Meeting	Commissioner Huffman	
November 16	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am	Commissioner Spurgeon & Etherington	
November 17	Wednesday	GWATA Board Meeting; 3:00 PM	Commissioner Baldwin	
November 18	Thursday	CDTC Board Meeting 9:00 AM	Commissioner Baldwin	
November 23	Tuesday	CDRPA Board Meeting; 9:00 AM	Board of Directors; staff	
November 24	Wednesday	DC Community Leadership Advisory Meeting - Ex Flight; 2:30p (4th Weds)		
November 25	Thursday	Thanksgiving/Office Closed		
November 26	Friday	Day After Thanksgiving/Office Closed		
December 1-2	Wed - Thur	WPPA Finance Seminar; Hyatt Regency Hotel Bellevue	M.Lough	
December 1-3	Wed-Friday	WPPA Annual Meeting; Hyatt Regency Hotel Bellevue	Commissioners Baldwin, Turner, Spurgeon, J. Kuntz	
December 4-6	Sat-Monday	American Craft Spirits Convention;Louisville		
December 8	Wednesday	NCWEDD Meeting	Commissioner Huffman	
December 9	Thursday	CDTC Board Meeting 9:00 AM	Commissioner Baldwin	
December 14	Tuesday	CDRPA Board Meeting; 9:00 AM	Board of Directors; staff	
December 15	Wednesday	GWATA Board Meeting; 3:00 PM	Commissioner Baldwin	
December 21	Tuesday	Wenatchee Valley Chamber Board Meeting; 6:30 am	Commissioner Spurgeon & Etherington	

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

10/8/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attends</i>	<i>RSVP arrangements if applicable</i>
December 23	Thursday	Christmas Holiday Observed Office Closed		
December 24	Friday	Christmas Holiday Observed Office Closed		
December 28	Tuesday	CDRPA Board Meeting; 9:00 AM	Board of Directors; staff	
December 29	Wednesday	DC Community Leadership Advisory Meeting - Ex Flight; 2:30p (4th Weds)		
December 31	Friday	New Years Day 2022 Observed/Office Closed		
2022				
January 26	Wednesday	Partner Breakfast;Convention Center; 7:30am-9am	Center Confirmed	John Mitchell Speaker confirmed
January 27	Thursday	Ec. Dev. Lunch; Convention Center; 11:30am-1pm	Center Confirmed	John Mitchell Speaker confirmed
April 13	Wednesday	Partner Breakfast;Convention Center; 7:30am-9am	Center Confirmed	
April 14	Thursday	Ec. Dev. Lunch; Convention Center; 11:30am-1pm	Center Confirmed	
July 13	Wednesday	Partner Breakfast;Convention Center; 7:30am-9am	Center Confirmed	
July 14	Thursday	Ec. Dev. Lunch; Convention Center; 11:30am-1pm	Center Confirmed	
October 26	Wednesday	Partner Breakfast;Convention Center; 7:30am-9am	Center Confirmed	
October 27	Thursday	Ec. Dev. Lunch; Convention Center; 11:30am-1pm	Center Confirmed	