

**Chelan Douglas Regional Port Authority  
Meeting Agenda  
February 9<sup>th</sup>, 2021  
9:00 am**

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

**I. CALL TO ORDER**

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

**II. INTRODUCTIONS**

**III. CONFLICT OF INTEREST**

**IV. CONSENT AGENDAS**

**CDRPA:** Approval of Chelan Douglas Regional Port Authority Minutes of January 26<sup>th</sup>, 2021 Meeting; CDRPA Resolution No. 2021-03 Voiding Check No. 7519; CDRPA Resolution No. 2021-04 Voiding Check No. 7637; and Check Register Pages #2021-01-#2021-04, including Electronic Transfers

**POCC:** Approval of POCC Check Register Pages #2021-01-#2021-02

**PODC:** Approval of PODC Check Register Pages #2021-01-#2021-02

**V. PRESENTATIONS**

- Maul Foster Alongi – Lisa Parks, EPA Brownsfield Grant
- T.O. Engineers – Terminal Apron Reconstruction Project

**VI. CDRPA ACTION ITEMS**

- (1) Civility in Public Service – CDRPA Resolution No. 2021-02
- (2) S.P.O.R.T. Purchase & Sale Agreement
- (3) Authorization to Proceed to Closing – Fibro Property

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

- Orchard Lease Agreement (LOJO Property) – Andy Feil
- Chelan Airport – Blue Ribbon Panel Selections
- Chelan County PUD – 5<sup>th</sup> Street Campus
- Airport Activity Reports
- Cash Carryforward Balances
- MALSR Update
- Giga Watt Pod Update – First Right to Negotiate
- Cashmere Mill District Update
- Executive Flight – Trench Drain Project Update
- Lineage South
- Partners in Economic Development – Non Profits

**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. ADJOURN**

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

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



**Board of Directors**  
**Chelan Douglas Regional Port Authority**  
**Meeting Minutes**  
**January 26<sup>th</sup>, 2021**  
**9:00 am**

**Present:**

**Directors**

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

Jim Huffman, Director (via Zoom)  
\*W. Alan Loeb sack, Director  
Mark Spurgeon, Director (Excused Absence)

**Staff**

\*Jim Kuntz, Chief Executive Officer  
\*Trent Moyers, Director of Airports  
Ron Cridlebaugh, Dir. of Economic Dev.  
\*Quentin Batjer, Legal Counsel  
Cami Harris, Executive Assistant  
Esther McKivor, Accounting Specialist  
Tricia Degnan, CTC Manager  
Sarah Deenik, Communications Coordinator  
Randy Asplund, Port Engineer

\*Monica Lough, Dir. of Finance & Admin.  
Ron Russ, Property Manager  
Craig Larsen, Economic Dev. Manager  
Stacie de Mestre, Capital Projects Manager  
Bealinda Tidd, Accounting Specialist  
Laura Camarillo Reyes, CTC Assistant  
\*Pete Fraley, Legal Counsel  
\*Bobbie Chatriand, Administrative Assistant

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

**Guests (all via Zoom):**

Ray Dobbs  
Mayor Jerrilea Crawford, City of E. Wenatchee  
Alan Walker  
Ron Nielsen, SBDC

Mayor Bob Goedde, City of Chelan  
Erik Howe, RH2  
Andy Wendell, PUD  
John Morosco, SBDC

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

**Introductions were made.**

**Conflict of Interest:** None

**CDRPA CONSENT AGENDA:**

The Chelan Douglas Regional Port Authority Consent Agenda consisting of minutes of January 12<sup>th</sup>, 2021 Meeting; and December 2020 Commission Calendar was presented and the following action was taken:

**Motion No.**

Moved by:  
Seconded by:

**01-14-21 CDRPA**

Rory Turner  
JC Baldwin

To approve the Chelan Douglas Regional Port Authority Consent Agenda consisting of Minutes of January 12<sup>th</sup>, 2021 Meeting; and December 2020 Commission Meeting Calendar, as presented.

Motion passed 5-0.

**PRESENTATION:**

**Small Business Development Center** – Ron Nielsen and John Morosco from the SBDC provided a 2020 year-end review of their work and activities. The SBDC will continue to provide quarterly reports to the Regional Port Board.

**ACTION ITEMS:**

**Authorization to Seek Bids – Huney Jun Tenant Improvements – Cashmere Mill District** – Following a discussion concerning Huney Jun’s current lease status, no action was taken on this item.

**Engineering Agreement – T.O. Engineers Terminal Apron Reconstruction Project** – Kuntz provided information on negotiations with T.O. Engineers concerning fees for the Terminal Apron Reconstruction Project. The proposed engineering fee of \$932,445 equates to 20.7% of the total estimated cost of the project. An FAA grant will provide 90% of the funding for the project. Discussion ensued and the following action was taken:

<i><b>Motion No.</b></i>	<b>01-15-21 CDRPA</b>
<i>Moved by:</i>	<i>Jim Huffman</i>
<i>Seconded by:</i>	<i>JC Baldwin</i>
	<i>To authorize the CEO to sign an Engineering Agreement with T.O. Engineers for Pangborn Memorial Airport Terminal Apron Reconstruction Project, in an amount of \$932,445.</i>

*Motion passed 5-0.*

**PUBLIC HEARING:**

**PORT OF CHELAN COUNTY AMENDMENT TO COMPREHENSIVE PLAN TO SURPLUS PARCELS C & E AT CASHMERE MILL DISTRICT – PUBLIC HEARING**

Commissioner Turner opened the public hearing at 9:54 am. An opportunity for public comment was provided; however, no public comments were received. Commissioner Turner closed the public hearing at 9:55 am.

**POCC ACTION ITEMS:**

**POCC Resolution No. 2021-01** – POCC Resolution No. 2021-01 amending the Port of Chelan County’s Comprehensive Plan to declare Cashmere Mill District Parcels C & E surplus to the needs of the Port of Chelan County was presented and the following action was taken:

<i><b>Motion No.</b></i>	<b>01-16-21 POCC</b>
<i>Moved by:</i>	<i>JC Baldwin</i>
<i>Seconded by:</i>	<i>Donn Etherington</i>
	<i>To adopt POCC Resolution No. 2021-01 amending the Port of Chelan County Comprehensive Plan to declare Cashmere Mill District Parcels C &amp; E surplus to the needs of the Port of Chelan County.</i>

*Motion passed 3-0.*

## CDRPA ACTION ITEMS:

**Ownership Allocation Memo – Fibro Property Purchase** – Kuntz & Lough reviewed the policy adopted by the Board of Directors governing capital investments. For acquisition of real property after January 1, 2020, an Ownership Allocation Memo is required to be adopted. Based on 2021 budgeted tax receipts, staff recommended an ownership allocation of 75% Port of Chelan County, and 25% Port of Douglas County. Discussion ensued and the following action was taken:

**Motion No.**  
Moved by:  
Seconded by:

**01-17-21 CDRPA**  
Rory Turner  
Donn Etherington  
To adopt the Ownership Allocation Memo concerning a proposed real property purchase in Douglas County, WA Parcel #22210930007 (Fibro Parcel/Batterman Business Park).

*Motion passed 5-0.*

**Model Airport Ground Lease** – Staff reported Legal Counsel has prepared an updated Model Airport Ground Lease Agreement to be used whenever a private party wants to construct a hangar at Pangborn Airport. Kuntz recommended the Model Lease Agreement be revised to give the Airport the first right of refusal to purchase private hangars in the event they become available for sale. Discussion ensued and the following action was taken:

**Motion No.**  
Moved by:  
Seconded by:

**01-18-21 CDRPA**  
JC Baldwin  
Jim Huffman  
To approve the updated Model Ground Lease Agreement for Pangborn Airport with the Regional Port Authority having first right of refusal to purchase hangars in the event they become available for sale.

*Motion passed 5-0.*

**Alpine Aviation Default** – Lough provided information on Alpine Aviation’s default status. The amount outstanding owed to the Regional Port is \$7,843.37. Discussions ensued as to begin legal proceedings, or write off the balance owing. The following action was taken:

**Motion No.**  
Moved by:  
Seconded by:

**01-19-21 CDRPA**  
Rory Turner  
JC Baldwin  
To authorize Regional Port staff to write off Alpine Aviation’s default amount of \$7,843.37.

*Motion passed 5-0.*

## CDRPA INFORMATIONAL ITEMS:

- **Civility in Public Service** – Director Baldwin provided background on the formation of CDRPA Resolution No. 2021-02 which pledges civility in public service. Chelan County Commissioners and Chelan County PUD Commissioners are adopting this pledge. Discussions ensued and the following Resolution was presented:

**CDRPA Resolution No. 2021-02** Concerning a Pledge to Civility in Public Service.

The following actions were taken:

**Motion No.** **01-20-21 CDRPA**  
*Moved by:* Jim Huffman  
*Seconded by:* None  
*To table CDRPA Resolution No. 2021-02 concerning a pledge to civility in public service for one year.*

*Motion failed due to no second.*

**Motion No.** **01-21-21 CDRPA**  
*Moved by:* Jim Huffman  
*Seconded by:* Rory Turner  
*To adopt CDRPA Resolution No. 2021-02 concerning civility in public service.*

*After further discussion, Director Turner withdrew his second.*

*Motion failed due to no second.*

**Motion No.** **01-22-21 POCC**  
*Moved by:* Donn Etherington  
*Seconded by:* JC Baldwin  
*To adopt POCC Resolution No. 2021-02 concerning civility in public service with modifications per discussion.*

*After further discussion, Commissioner Etherington withdrew his motion, and Commissioner Baldwin withdrew her second.*

*Item was tabled.*

**Motion No.** **01-23-21 CDRPA**  
*Moved by:* JC Baldwin  
*Seconded by:* Rory Turner  
*To adopt CDRPA Resolution No. 2021-02 concerning civility in public service, with modifications per discussion.*

*Motion failed 4 yes-1 nay.*

*Director Huffman voted nay and as a result the Port of Douglas County did not approve the resolution, therefore the Regional Port resolution did not pass.*

**INFORMATIONAL ITEMS CONTINUED:**

- **Chelan Airport Master Plan Blue Ribbon Committee** – Kuntz provided an update on a proposed Chelan Airport Master Plan Blue Ribbon Committee. The Committee would be comprised of citizens selected by the City of Chelan and the Regional Port who would meet to review the airport’s proposed Capital Improvement Plan. Mayor Goedde provided feedback. The Board expressed support for the Blue Ribbon Committee.
- **Giga Watt Pods Update** – Kuntz provided an update on a business that is interested in exploring the use of the pods for web hosting services. They are in receipt of the First Right to Negotiate with the Regional Port; negotiations continue.
- **Red Mountain Group** – Kuntz provided an update on Red Mountain Group’s potential land purchase of “Parcel C” at Cashmere Mill District for a Dollar Store. Kuntz to meet with the Mayor of Cashmere to discuss the aesthetics of the proposed building. Randy Asplund provided further information on the existence of wood waste on the parcel and Pete Fraley updated the Board concerning the Port’s request for the Department of Ecology to consider a “No Further Action Letter” for the parcel.

## **MISC STAFF REPORTS:**

### **Kuntz provided information and updates including:**

- Recent meeting with the Leavenworth Economic Development Committee.
- Information on recent meetings with the ceramic roller manufacturing company from China.
- LOJO Orchard lease update.
- Two companies with potential interest in the LOJO Property.
- Legal Counsel continues work on the Pangborn Airport Boundary Line Adjustment Project.
- Information on Lineage North and South will be brought to the Board on February 9.

### **Lough provided information and updates including:**

- Update on FAA CARES Act Grant reimbursements to date.
- Staff processed and mailed between 500-600 1099's last week for grants processed in 2020.
- Working on 2020 Financial Statements for POCC, PODC, and CDRPA; will be presented to the Board at an upcoming meeting.
- Future statements submitted to the State will be "Cash Basis Financial Statements." Detailed statements will still be provided to the Board.

### **Moyers provided information and updates including:**

- In 2020, Pangborn Airport was awarded \$18 million from the FAA CARES Act Grant; therefore it is not eligible to receive funding from the new FAA CARES ACT Grant.
- Waterville Airport webcam is up and operational on WSDOT's website.
- Enplanements are down 60% in 2020; detailed Activity Report will be presented to the Board at an upcoming meeting.
- Update on FAA relocation assistance concerning land acquisition near the airport.
- Runway Protection Zone Analysis has been accepted by FAA headquarters; Environmental Assessment work will now proceed.

### **de Mestre provided information and updates including:**

- Waterville Airport Pavement Rehabilitation Project is out for rebid. Bids are due February 16<sup>th</sup> and will be brought to the Board on March 9<sup>th</sup> for approval.

### **Cridlebaugh provided information and updates including:**

- Applications are now being accepted for the Partners in Economic Development Program for nonprofits and are due back by February 9<sup>th</sup>.

### **Degnan provided information and updates including:**

- Provided an update on 2020 Video Conference Center bookings and update on new tenants at the CTC. All offices are now leased.
- Actapio space update.

### **Russ provided information and updates including:**

- Winter operations continue; Airport staff almost finished wrapping/winterizing Giga Watt pods.

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

**REVIEW CALENDAR OF EVENTS:** Next Board meeting will be February 9.

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

Meeting adjourned at 12:46 pm.

Signed and dated this 9<sup>th</sup> day of February, 2021.

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY**

\_\_\_\_\_  
JC Baldwin, Director

\_\_\_\_\_  
Jim Huffman, Director

\_\_\_\_\_  
Donn Etherington, Director

\_\_\_\_\_  
Excused Absence  
Mark Spurgeon, Director

\_\_\_\_\_  
Rory Turner, Director

\_\_\_\_\_  
W. Alan Loeb sack, Director



**CHELAN DOUGLAS REGIONAL PORT AUTHORITY  
RESOLUTION NO. 2021-03  
RESOLUTION TO VOID CHECK NO. 7519**

**Whereas** Check No. 7519 in the amount of \$1,334.70, payable to East Wenatchee Water District, on Register Page No. 2020-63 was created and signed on December 15, 2020.

**Whereas** check was not received by payee and has not cleared the Chelan Douglas Regional Port Authority main checking account, and is considered to be lost in the mail at this time. Check #7798 is being issued as a replacement.

**Now, therefore be it resolved** by the Board of Directors of the Chelan Douglas Regional Port Authority, a municipal corporation of the State of Washington, that Check No. 7519 be declared VOID.

Dated this 9<sup>th</sup> day of February, 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  
RESOLUTION NO. 2021-04  
RESOLUTION TO VOID CHECK NO. 7637**

**Whereas** Check No. 7637 in the amount of \$5,000.00, payable to The Laundry Basket, on Register Page No. 2020-65 was created and signed on December 31, 2020.

**Whereas** check was not received by payee and has not cleared the Chelan Douglas Regional Port Authority main checking account, and is considered to be lost in the mail at this time. Check #7800 is being issued as a replacement.

**Now, therefore be it resolved** by the Board of Directors of the Chelan Douglas Regional Port Authority, a municipal corporation of the State of Washington, that Check No. 7637 be declared VOID.

Dated this 9<sup>th</sup> day of February, 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-January**

<u>Date Issued</u>	<u>Register #</u>	<u>Reason</u>	<u>First #</u>	<u>Last #</u>	<u>Amount</u>
01/08/21		VIMLY Benefits - HRA 2020 Sick Accruals		ACH	\$2,405.53
01/15/21		Payroll Mid-month Draws		ACH	\$3,250.00
01/15/21		VIMLY Benefit Solutions - 2020 HRA		ACH	\$3,238.44
01/15/21	2021-01	Mid-Month Payables	7650	7731	\$1,079,069.97
01/20/21		VIMLY Benefit Solutions - 2020 HRA		ACH	\$1,210.86
01/22/21	2021-02	4Q2020 Payroll Taxes & WA PFML	7732	7733	\$9,119.12
01/26/21		WA Dept of Revenue - Sales Tax		ACH	\$2,004.73
01/29/21	2021-03	January 2021 Payroll	7734	7736	\$235,083.58
01/31/21	2021-04	Month-end Payables & Small Business Grants	7737	7799	\$249,828.40

Transactions for approval February 9, 2021 total:

\$1,585,210.63

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

Chief Executive Officer

Dir of Finance & Admin.

Director Baldwin

Director Etherington

Director Huffman

Director Loeb sack

Direct Spurgeon

Director Turner

**Chelan Douglas Regional Port Authority  
Check Register  
2021-01**

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

For approval January 15, 2021 checks 7650 - 7717, 7719 - 7731 in the amount of

**\$ 1,079,069.97**

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin

Date Issued	Claimant	Purpose	Check Number	Amount
<b><u>CASHMERE MILL DISTRICT</u></b>				
01/15/2021	Chelan County PUD	Electricity	7666	2,415.29
01/15/2021	City of Cashmere	Water/Sewer	7667	331.49
01/15/2021	DGS Landscaping	Snow Removal	7677	1,234.62
01/15/2021	Smith Excavation, Inc.	Barricades	7715	5,739.90
01/15/2021	Waste Management	Monthly Service	7727	714.27
<b>Net Cashmere Mill District</b>				<b><u>\$10,435.57</u></b>
<b><u>CONFLUENCE TECHNOLOGY CENTER</u></b>				
01/15/2021	B&C Snowplowing	Snow Removal	7655	1,931.30
01/15/2021	Banner Bank	Office & Maintenance Supplies	7661	1,295.58
01/15/2021	Chelan County PUD	Electrical	7666	8,185.37
01/15/2021	City of Wenatchee	Wastewater	7668	334.67
01/15/2021	Columbia Valley Community Health	Refund Conference Room Charges - Cancel due to COVID	7671	575.80
01/15/2021	Crown Paper & Janitorial Supply	Supplies	7674	289.37
01/15/2021	EMS Software Dean Evans& Assoc.	EMS Pro Maintenance 01/01/21 to 12/31/21	7683	4,020.69
01/15/2021	Federal Express Corp	Shipping	7684	63.94
01/15/2021	Firefly	IT Managed Services, Annual Renewals	7685	10,656.10
01/15/2021	GFC Services	Custodial Services	7688	4,253.20
01/15/2021	Johnson Controls	Professional services	7695	3,498.31
01/15/2021	Kelley Connect	Kyocera printing services	7696	188.32
01/15/2021	Keyhole Security Inc.	Keys	7697	65.20
01/15/2021	Municipal Research & Services Center	Refund Conference Room Charges - Cancel due to COVID	7702	180.00
01/15/2021	North Central ESD	Video Conferencing Svcs - Nov 2020	7703	3,135.00
01/15/2021	Office Depot	Office Supplies	7704	485.63
01/15/2021	Pacific Security	Security	7707	352.25
01/15/2021	Waste Management	Garbage	7727	747.90
<b>Net Confluence Technology Center</b>				<b><u>\$40,258.63</u></b>
<b><u>DOWNTOWN WENATCHEE SOUTH</u></b>				
01/15/2021	Apple Valley Pumping Service	Portable Toilet Rental	7652	420.00
01/15/2021	B&C Snowplowing	Snow Removal	7655	1,708.87
01/15/2021	Chelan County PUD	Utilities	7666	1,461.06
01/15/2021	City of Wenatchee	Utilities	7668	800.38
<b>Net Downtown Wenatchee South</b>				<b><u>\$4,390.31</u></b>
<b><u>OLDS STATION BUSINESS PARK</u></b>				
01/15/2021	B&C Snowplowing	Snow Removal	7655	2,907.81
01/15/2021	Banner Bank	Maintenance Supplies	7661	62.02
01/15/2021	Chelan County PUD	Electricity/Water	7666	4,566.27
01/15/2021	City of Wenatchee	Stormwater	7668	561.03
01/15/2021	D&B Backflow LLC	Test backflow on potable water line	7675	770.00
01/15/2021	Home Depot Pro	Dremel cutting kit	7693	98.70
01/15/2021	Lowe's	Building Maintenance Supplies	7700	138.48

**Chelan Douglas Regional Port Authority  
Check Register  
2021-01**

01/15/2021	Waste Management	Monthly Service	7727	245.40
	<b>Net Olds Station Business Park</b>			<b><u>245.40</u></b>
	<b><u>PANGBORN AIRPORT</u></b>			
01/15/2021	Ag Supply Co.	Unleaded, Diesel, propane fuel	7650	2,585.23
01/15/2021	American Assoc. of Airport Executives	Affiliate membership 02/2021 - 01/2022 - R. Russ	7651	275.00
01/15/2021	Avfuel Corp	Jet Fuel 10,581 gals	7654	21,400.48
01/15/2021	Banner Bank	Office Supplies	7657	255.55
01/15/2021	Banner Bank	Vehicle & Equipment Maintenance	7659	55.15
01/15/2021	Banner Bank	Vehicle & Equipment Maintenance	7662	401.86
01/15/2021	Banner Bank	Equipment Maintenance	7663	332.69
01/15/2021	CO-Energy	Diesel exhaust fluid	7669	341.63
01/15/2021	Commercial Printing, Inc.	Business cards	7672	54.15
01/15/2021	Door Tech, Inc.	TSA Check Point Door	7679	2,111.85
01/15/2021	Douglas County PUD	Airfield Electricity	7681	4,029.00
01/15/2021	Federal Express Corp	Security manual mailing	7684	15.88
01/15/2021	Firefly	IT Managed Services, Security Cameras	7685	23,657.98
01/15/2021	Home Depot Pro	Terminal Maintenance Supplies	7693	757.94
01/15/2021	Jerry's Auto Supply	Vehicle & Equipment Maintenance	7694	225.80
01/15/2021	Local Tel Communications	Universal Battery Sealed Lead Acid Batteries	7699	110.47
01/15/2021	Lowe's	Maintenance Supplies	7700	334.97
01/15/2021	Moon Security Services, Inc	Commercial monitoring	7701	42.24
01/15/2021	Office Depot	Paper for FBO	7704	9.25
01/15/2021	Oxarc Inc.	Cylinder rental	7705	79.37
01/15/2021	Platt Electric Supply	Terminal & Aviation Maintenance	7708	284.85
01/15/2021	Ron R Russ	Airport maintenance supplies	7713	108.83
01/15/2021	T-O Engineers	Annual DBE Reporting	7720	1,352.50
01/15/2021	Two Rivers Terminal, LLC	Deicer	7723	7,360.08
01/15/2021	USDA, APHIS	Species Managed: Reducing wildlife hazards to aviation	7724	699.60
01/15/2021	Voltaire Aviation Inc	Air Service Dev Retainer - Jan 2021	7725	4,000.00
01/15/2021	Waste Management	Monthly Service	7727	814.01
	<b>Net Pangborn Airport</b>			<b><u>814.01</u></b>
	<b><u>PANGBORN AIRPORT BUSINESS PARK</u></b>			<b><u>\$71,696.36</u></b>
01/15/2021	B&C Snowplowing	Snow Removal	7655	3,980.03
01/15/2021	Banner Bank	Home Depot - floor stripper rental	7662	112.39
01/15/2021	Consolidated Electrical Distributors, Inc	3306 Tenant Improvement	7673	1,458.49
01/15/2021	Douglas County PUD	Electricity	7681	1,433.00
01/15/2021	Lowe's	3306 tenant improvements supplies	7700	10.25
01/15/2021	Waste Management	Monthly Service	7727	390.58
01/15/2021	York Building Services, Inc.	Janitorial Services	7730	1,535.00
	<b>Net Pangborn Airport Business Park</b>			<b><u>1,535.00</u></b>
	<b><u>RPA OFFICE/AVIATION CENTER</u></b>			
01/15/2021	Ag Supply Co.	Building Maintenance & Repairs	7650	120.24
01/15/2021	Banner Bank	Maintenance and Building Supplies	7659	1,055.71
01/15/2021	Douglas County PUD	Electricity	7681	993.00
01/15/2021	Lowe's	Maintenance Supplies	7700	418.22
01/15/2021	Platt Electric Supply	Building Maintenance & Repairs	7708	231.84
01/15/2021	Rosales Landscaping Inc.	Landscape Maintenance	7714	4,007.10
01/15/2021	Star Rentals, Inc.	Skyjack rental	7717	335.73
01/15/2021	Stoneway Electric Supply	Maintenance Supplies	7719	70.59
01/15/2021	ThyssenKrupp Elevator Corp.	Elevator maintenance contract	7722	3,673.06
01/15/2021	Waste Management	Monthly Service	7727	348.54
	<b>Net RPA Office/Aviation Center</b>			<b><u>348.54</u></b>
				<b><u>\$11,254.03</u></b>

**Chelan Douglas Regional Port Authority  
Check Register  
2021-01**

<b><u>LAKE CHELAN AIRPORT</u></b>				
01/15/2021	Chelan County PUD	Kelly Property Utilities	7666	22.76
	<b>Net Lake Chelan Airport</b>			<b><u>\$22.76</u></b>
<b><u>MANSFIELD AIRPORT</u></b>				
01/15/2021	Douglas County PUD	Utilities	7681	58.00
	<b>Net Mansfield Airport</b>			<b><u>\$58.00</u></b>
<b><u>WATERVILLE AIRPORT</u></b>				
01/15/2021	Douglas County Cemetery District #2	4Q 2020 Interlocal Agmt	7680	1,750.00
	<b>Net Waterville Airport</b>			<b><u>\$1,750.00</u></b>
<b><u>ORONDO RIVER PARK</u></b>				
01/15/2021	Waste Management	Utilities	7727	39.90
	<b>Net Orondo River Park</b>			<b><u>\$39.90</u></b>
<b><u>MALAGA PROPERTY</u></b>				
01/15/2021	Chelan County PUD	Utilities	7666	40.74
	<b>Net Malaga Property</b>			<b><u>\$40.74</u></b>
<b><u>PESHASTIN PROPERTY</u></b>				
01/15/2021	Apple Valley Pumping Service	Old Mill Rd - Portable Toilet Rental	7652	90.00
	<b>Net Peshastin Property</b>			<b><u>\$90.00</u></b>
<b><u>ADMINISTRATIVE &amp; GENERAL</u></b>				
01/15/2021	Association of Washington Business	Dues - Sustaining Member 01/01/21 - 12/31/21	7653	1,000.00
01/15/2021	Banner Bank	Office Supplies and Services	7657	807.84
01/15/2021	Banner Bank	Maintenance and Supplies	7659	1,314.29
01/15/2021	Banner Bank	Office Supplies	7660	522.27
01/15/2021	Cascade Quality Water	Bottled water	7665	75.26
01/15/2021	Coleman Oil Company	Port truck fuel	7670	325.02
01/15/2021	Davis Arneil Law Firm, LLP	Legal Services	7676	5,560.50
01/15/2021	Firefly	IT Managed Services, Annual Renewals	7685	15,323.45
01/15/2021	GCR Tires & Services	Four tires for Subaru Forrester	7686	384.87
01/15/2021	George Templeton	CPR, F4, AED class	7687	420.00
01/15/2021	Jerry's Auto Supply	Supplies	7694	38.42
01/15/2021	Leavenworth Chamber of Commerce	Gov't Agency Membership - Annual	7698	325.00
01/15/2021	Office Depot	Office Supplies	7704	466.76
01/15/2021	Pacific Northwest Aerospace Alliance	Membership Dues: Affiliate	7706	150.00
01/15/2021	Quadient Finance USA, Inc.	Postage - Nov 2020	7709	315.00
01/15/2021	Quadient Leasing USA, INC.	Postage Machine	7710	454.74
01/15/2021	RH2 Engineering, Inc.	LOJO Well Pump Testing	7711	551.71
01/15/2021	Teresa D Johnson, CPA Inc.	Professional Fees	7721	2,058.33
01/15/2021	Washington Public Ports Association	Virtual Finance & Admin Seminar Dec 9 - 10	7726	50.00
01/15/2021	Wenatchee Valley Chamber of Commerce	Champion of the Chamber Membership	7728	6,000.00
	<b>Net Administrative &amp; General</b>			<b><u>\$36,143.46</u></b>
<b><u>BUSINESS DEVELOPMENT &amp; MARKETING</u></b>				
01/15/2021	Banner Bank	Business Outreach and Advertising	7656	1,563.96
01/15/2021	Banner Bank	Marketing materials and services	7657	77.09
01/15/2021	Banner Bank	Marketing Services	7658	272.73
01/15/2021	Banner Bank	Logo Wear	7661	233.19
01/15/2021	Davis Arneil Law Firm, LLP	Public Records Request	7676	344.50
01/15/2021	Firefly	IT Managed Services	7685	2,577.15
01/15/2021	GIS Planning, Inc	Zoom Annual Renewal	7689	10,682.00
01/15/2021	Wenatchee World	Port of Chelan County - Surplus Property Hearing ad	7729	85.46
	<b>Net Business Development &amp; Marketing</b>			<b><u>\$15,836.08</u></b>

**Chelan Douglas Regional Port Authority  
Check Register  
2021-01**

**ECONOMIC DEV CONTR - NONPROFITS**

01/15/2021	Cascade Foothills Farmland Association	Strategic Plan Development Remaining 2020	7664	1,048.87
01/15/2021	Cascade Foothills Farmland Association	Strategic Plan Dev / Driving Map Reimbursement	7731	6,287.98
01/15/2021	Greater Wenatchee Area Tech Alliance	4Q 2020 Econ. Dev. Agmt	7690	11,750.00
01/15/2021	Spirit of Wenatchee	Grant for ADS-B/Transponder for Miss Veedol	7716	5,473.00
<b>Net Economic Dev Contr - Nonprofits</b>				<b>\$24,559.85</b>

**ECONOMIC DEV CONTR - MUNICIPALITIES**

01/15/2021	City of Cashmere	Interlocal Agmt - 2020 Design & Engineering: Utility Ext	7667	2,417.75
01/15/2021	East Wenatchee Water District	NW Empire Ave Extension	7682	20,057.58
<b>Net Economic Dev Contr - Municipalities</b>				<b>\$22,475.33</b>

**CAPITAL PROJECTS**

01/15/2021	DOH Associates	Gutter System Replacement IB #5	7678	962.00
01/15/2021	DOH Associates	Honey Jun TI	7678	2,392.40
01/15/2021	Halme Builders, Inc	Exec Flight Bldg Envelope Repairs	7691	4,645.40
01/15/2021	Halme Builders, Inc	Exec Flight Bldg Envelope Repairs	7691	59,813.80
01/15/2021	Halme Builders, Inc	Retainage release - Terminal Security & Safety Improvement	7691	35,267.50
01/15/2021	Holiday-Parks, Inc.	Exec Flight Phase I - Final Billing	7692	206,933.14
01/15/2021	Holiday-Parks, Inc.	Exec Flight Phase I - Prograss Billing	7692	475,180.00
01/15/2021	RH2 Engineering, Inc.	Exec Flight Bldg HVAC Replacement	7711	609.88
01/15/2021	Rodda Paint Co.	Graco Sprayer	7712	27,944.18
01/15/2021	T-O Engineers	RW12 RPZ Analysis	7720	2,636.25
01/15/2021	T-O Engineers	MALSR 30% Design	7720	1,876.50
01/15/2021	T-O Engineers	RW12 RPZ Land Acq.	7720	3,488.45
<b>Net Capital Projects</b>				<b>\$821,749.50</b>

**TOTAL**

**\$1,079,069.97**

**Void: 7718**

**Chelan Douglas Regional Port Authority**  
**Check Register**  
**2021-02**

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

For approval January 22, 2021 checks 7732-7733 in the amount of \$ **9,119.12**

Jim Kuntz, Chief Executive Officer \_\_\_\_\_

Monica Lough, Director of Finance & Admin \_\_\_\_\_

Date Issued	Claimant	Purpose	Check Number	Amount
<b><u>ADMINISTRATIVE &amp; GENERAL</u></b>				
01/22/2021	Department of L&I	4Q20 Payroll Taxes	7732	7,975.01
01/22/2021	Employment Security Department	4Q20 Payroll Taxes - WA PFML	7733	1,144.11
<b>Net Administrative &amp; General</b>				<b>\$9,119.12</b>
<b>TOTAL</b>				<b>\$9,119.12</b>

Void: NONE



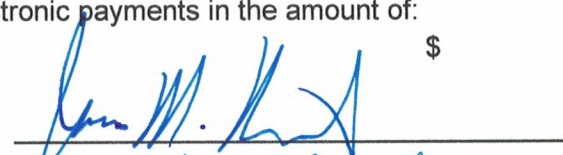

**Chelan Douglas Regional Port Authority  
Check Register  
2021-03**

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

For approval January 29, 2021, checks 7734 - 7736 & electronic payments in the amount of:

\$ 235,083.58

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin

Date Issued	Claimant	Purpose	Check Number	Amount
<b>Payroll</b>				
01/29/21	Asplund, Randy	January 2021 Payroll	EFT	2,654.79
01/29/21	Baldwin, Janet L	January 2021 Payroll	EFT	1,476.67
01/29/21	Beidler, Camryn N	January 2021 Payroll	EFT	2,191.77
01/29/21	Camarillo Reyes, Laura	January 2021 Payroll	EFT	2,805.25
01/29/21	Chatriand, Bobbie J	January 2021 Payroll	EFT	2,845.70
01/29/21	Cridlebaugh, Ronald W	January 2021 Payroll	EFT	5,863.07
01/29/21	de Mestre, Stacie	January 2021 Payroll	EFT	3,250.46
01/29/21	Deenik, Sarah K	January 2021 Payroll	EFT	2,692.82
01/29/21	Degnan, Tricia E	January 2021 Payroll	EFT	4,339.53
01/29/21	Dennis, Kyle L	January 2021 Payroll	EFT	230.87
01/29/21	Etherington, Donn	January 2021 Payroll	EFT	1,416.13
01/29/21	Flaget, Todd R	January 2021 Payroll	EFT	3,809.01
01/29/21	Haley, Newton B	January 2021 Payroll	EFT	461.75
01/29/21	Harris, Camille L	January 2021 Payroll	EFT	3,104.00
01/29/21	Huffman, James D	January 2021 Payroll	EFT	1,084.72
01/29/21	Kuntz, James M	January 2021 Payroll	EFT	11,641.77
01/29/21	Lamb, Kenneth R	January 2021 Payroll	EFT	4,637.10
01/29/21	Lamb, Shane C	January 2021 Payroll	EFT	3,539.08
01/29/21	Lape, Felicity D	January 2021 Payroll	EFT	976.50
01/29/21	Larsen, Craig N	January 2021 Payroll	EFT	6,065.10
01/29/21	Loebsack, W Alan	January 2021 Payroll	EFT	542.10
01/29/21	Lough, Monica D	January 2021 Payroll	EFT	7,775.01
01/29/21	Martinez, Rafael	January 2021 Payroll	EFT	3,808.90
01/29/21	McKivor, Esther S	January 2021 Payroll	EFT	4,832.38
01/29/21	Moyers, Trent D	January 2021 Payroll	EFT	7,383.32
01/29/21	Orr, Marcus J	January 2021 Payroll	EFT	3,894.19
01/29/21	Ramos, Jorge E	January 2021 Payroll	EFT	3,094.16
01/29/21	Russ, Ronald R	January 2021 Payroll	EFT	5,713.11
01/29/21	Russell, Justin L	January 2021 Payroll	EFT	4,302.17

01/29/21	Sanchez, Edwin C	January 2021 Payroll	EFT	1,490.83
01/29/21	Scott, Tristan L	January 2021 Payroll	EFT	2,946.04
01/29/21	Smith, Charles B	January 2021 Payroll	EFT	3,289.54
01/29/21	Spurgeon, Mark M	January 2021 Payroll	EFT	1,120.34
01/29/21	Stutzman, Lynn A	January 2021 Payroll	EFT	411.75
01/29/21	Tidd, Bealinda	January 2021 Payroll	EFT	3,336.72
01/29/21	Turner, Rory A	January 2021 Payroll	EFT	1,476.67
01/29/21	Vargas, Manuel A	January 2021 Payroll	EFT	3,959.90
01/31/21	Bealinda Tidd	January Sunshine fund	7734	112.00
01/31/21	Washington Counties Insurance Fund	February Insurance	7735	31,131.94
01/31/21	HRA VEBA Trust	January VEBA	7736	2,000.00
01/29/21	Department of Retirement Systems	January Retirement	ACH	35,895.68
01/29/21	US Treasury	January Payroll taxes	EFTPS	41,480.74
	<b>Net Payroll</b>			<b><u>235,083.58</u></b>

**Chelan Douglas Regional Port Authority  
Check Register  
2021-04**

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

For approval January 29, 2021 checks 7737 - 7751, 7753 - 7799 in the amount of

**\$ 249,828.40**

Jim Kuntz, Chief Executive Officer

Monica Lough, Director of Finance & Admin

<b>Date Issued</b>	<b>Claimant</b>	<b>Purpose</b>	<b>Check Number</b>	<b>Amount</b>
<b><u>CASHMERE MILL DISTRICT</u></b>				
01/31/2021	Local Tel Communications	Fire Alarm Services	7771	181.77
	<b>Net Cashmere Mill District</b>			<b>\$181.77</b>
<b><u>CONFLUENCE TECHNOLOGY CENTER</u></b>				
01/31/2021	Cascade Natural Gas	Natural Gas	7745	29.90
01/31/2021	Kelley Imaging Systems, Inc.	Office Supplies	7769	168.19
01/31/2021	Local Tel Communications	Fire Sprinkler	7771	517.09
01/31/2021	Office Depot	Office Supplies	7779	116.54
01/31/2021	Ziplay Fiber	Monthly service	7797	1,129.27
	<b>Net Confluence Technology Center</b>			<b>\$1,960.99</b>
<b><u>DOWNTOWN WENATCHEE SOUTH</u></b>				
01/31/2021	After Hours Plumbing & Heating, Inc.	Plumbing repairs	7737	528.94
01/31/2021	Stan's Merry Mart	Maintenance supplies	7790	50.97
	<b>Net Downtown Wenatchee South</b>			<b>\$579.91</b>
<b><u>OLDS STATION BUSINESS PARK</u></b>				
01/31/2021	Cascade Natural Gas	2605 Chester Kimm Rd IB #9 - East	7745	19.16
01/31/2021	Chelan County PUD	Water	7746	730.79
01/31/2021	Home Depot Pro	Building Maintenance Supplies	7763	37.68
01/31/2021	Local Tel Communications	Alarm System	7771	572.88
01/31/2021	Lowe's	Maintenance Supplies	7772	14.42
01/31/2021	North Cascades Heating & A/C, Inc	HVAC repairs	7778	103.08
	<b>Net Olds Station Business Park</b>			<b>\$1,478.01</b>
<b><u>PANGBORN AIRPORT</u></b>				
01/31/2021	Ag Supply Co.	Aviation maintenance and fuel	7738	1,089.35
01/31/2021	ALEAN+	Regular US Agency Member - 2021 Dues	7740	450.00
01/31/2021	Alliant Insurance Services, Inc -NPB Main	Airport Owners & Operators Insurance	7741	33,153.00
01/31/2021	Avfuel Corp	Avgas 3000 Refueler rental and Jet fuel	7743	22,473.85
01/31/2021	Cintas Corporation	Uniforms, shop towels	7747	279.35
01/31/2021	CO-Energy	Anti-freeze 55 gal	7749	621.88
01/31/2021	Douglas County Fire District #2	Holiday coverage 2020	7754	2,926.40
01/31/2021	Douglas County Sewer District No. 1	Sewer	7756	251.12
01/31/2021	East Wenatchee Water District	Water	7757	624.39
01/31/2021	Fastenal Company	Aviation maintenance	7759	127.64
01/31/2021	Graybeal Signs, Inc.	Digital print graphics, vinyl graphics	7762	212.66
01/31/2021	Home Depot Pro	Floor Scrubber	7763	467.86
01/31/2021	Jerry's Auto Supply	Waterpump, thermostat, oil filters	7766	117.26
01/31/2021	Local Tel Communications	Phone/Cable/Internet	7771	833.08
01/31/2021	Lowe's	Supplies	7772	194.29
01/31/2021	Mike Holder.	H T-Hangar deposit refund	7775	215.00
01/31/2021	Moon Security Services, Inc	Basic Comm'l monitoring 02/01/21 to 02/28/21	7776	42.24

**Chelan Douglas Regional Port Authority  
Check Register  
2021-04**

01/31/2021	Ogden Murphy Wallace, PLLC	Legal Services	7780	5,222.50
01/31/2021	Platt Electric Supply	Electrical supplies	7783	292.21
01/31/2021	RH2 Engineering, Inc.	Irrigation Pump Installation Assistance	7785	3,185.18
01/31/2021	Two Rivers Terminal, LLC	De-icer	7793	6,910.08
	<b>Net Pangborn Airport</b>			<b>\$79,689.34</b>

**PANGBORN AIRPORT BUSINESS PARK**

01/31/2021	Douglas County Sewer District No. 1	Sewer	7756	86.00
01/31/2021	East Wenatchee Water District	Water	7757	150.92
01/31/2021	Exterior Solutions	3306 Tenant Imp	7758	404.60
01/31/2021	Home Depot Pro	3306 Tenant Imp	7763	95.11
01/31/2021	Local Tel Communications	System Sensor, Fire Alarm Service	7771	392.89
01/31/2021	Lowe's	3306 Tenant Imp	7772	329.69
01/31/2021	Marson & Marson Lumber, Inc	Buidling supplies	7774	845.06
01/31/2021	Stan's Merry Mart	Building supplies	7790	603.20
	<b>Net Pangborn Airport Business Park</b>			<b>\$2,907.47</b>

**RPA OFFICE/AVIATION CENTER**

01/31/2021	Cascade Natural Gas	Natural Gas	7745	4,690.57
01/31/2021	Community Glass Company, Inc.	Maintenance supplies	7751	528.29
01/31/2021	Douglas County Sewer District No. 1	Sewer	7756	171.14
01/31/2021	East Wenatchee Water District	Water	7757	314.38
01/31/2021	East Wenatchee Water District	Replacement for lost check #7519	7798	1,334.70
01/31/2021	Home Depot Pro	Cleaning products	7763	12.18
01/31/2021	Platt Electric Supply	Electrical supplies	7783	80.20
01/31/2021	Rosales Landscaping Inc.	Landscape maintenance - Oct & Nov 2020	7788	4,007.10
	<b>Net RPA Office/Aviation Center</b>			<b>\$11,138.56</b>

**LAKE CHELAN AIRPORT**

01/31/2021	Chelan County PUD	Utilities	7746	23.86
01/31/2021	City of Chelan	Port of CC - 1Q 2021 Airport Operations	7748	11,321.50
	<b>Net Lake Chelan Airport</b>			<b>\$11,345.36</b>

**WATERVILLE AIRPORT**

01/31/2021	Douglas County PUD	Utilities	7755	43.00
	<b>Net Waterville Airport</b>			<b>\$43.00</b>

**ORONDO RIVER PARK**

01/31/2021	Douglas County PUD	Utilities	7755	52.00
01/31/2021	Local Tel Communications	Utilities	7771	65.90
	<b>Net Orondo River Park</b>			<b>\$117.90</b>

**PYBUS INCUBATOR**

01/31/2021	Apple Pi Janitorial LLC	Janitorial Service - Dec 2020	7742	379.00
	<b>Net Pybus Incubator</b>			<b>\$379.00</b>

**MALAGA PROPERTY**

01/31/2021	Chelan County PUD	Utilities	7746	40.74
	<b>Net Malaga Property</b>			<b>\$40.74</b>

**ADMINISTRATIVE & GENERAL**

01/31/2021	Alan Loeb sack	Mileage	7739	46.86
01/31/2021	Banner Bank	Maintenance on 2007 GMC 2500 HD	7744	4,440.71
01/31/2021	Coleman Oil Company	Fuel for Port Vehicles	7750	177.29
01/31/2021	Donn Etherington*	Mileage	7753	13.11
01/31/2021	Firefly	IT Managed Services	7760	2,314.37
01/31/2021	J. C. Baldwin	Mileage	7764	121.33

**Chelan Douglas Regional Port Authority  
Check Register  
2021-04**

01/31/2021	Jim Huffman	Mileage	7767	12.54
01/31/2021	Local Tel Communications	Telephone	7771	970.21
01/31/2021	Mark M. Spurgeon	Mileage	7773	52.10
01/31/2021	Office Depot	Office Supplies	7779	184.86
01/31/2021	Ogden Murphy Wallace, PLLC	Legal Services	7780	4,267.50
01/31/2021	Pacific Northwest Waterways Association	2021 Membership dues PNWA	7781	650.00
01/31/2021	ProEquities, Inc.	Public Funds Investment Mgmt	7784	2,475.00
01/31/2021	RH2 Engineering, Inc.	Professional services	7785	8,193.75
01/31/2021	Ron Criddlebaugh	Mileage, office supplies	7786	320.35
01/31/2021	Rory Turner	Mileage	7787	36.00
01/31/2021	Stacie de Mestre	Mileage	7789	39.76
01/31/2021	State Auditor's Office	WA State Audit Costs	7791	2,881.66
01/31/2021	Washington Public Ports Association	Membership renewal	7794	14,698.00
01/31/2021	Waterville Main Street Association	Friends of the Downtown	7795	100.00
01/31/2021	Xerox Corporation	Office copier	7796	3,020.40
<b>Net Administrative &amp; General</b>				<b><u>\$45,015.80</u></b>

**BUSINESS DEVELOPMENT & MARKETING**

01/31/2021	James Kuntz	Logo wear	7765	168.04
01/31/2021	NCW Economic Development Dist.	Chelan-Douglas Trends Website	7777	7,000.00
01/31/2021	Parsons Photography	Business portrait	7782	119.35
<b>Net Business Development &amp; Marketing</b>				<b><u>\$7,287.39</u></b>

**CAPITAL PROJECTS**

01/31/2021	J. R. Swigart Company, Inc.	IB #5 Roof Edge Gutter System Replacement	7799	34,146.72
01/31/2021	Forte Architects Inc.	Gigawatt - Feasibility Study	7761	19,317.16
01/31/2021	Ogden Murphy Wallace, PLLC	Columbia Street Property	7780	106.00
01/31/2021	Ogden Murphy Wallace, PLLC	Property Sale to S.P.O.R.T.	7780	291.50
01/31/2021	Ogden Murphy Wallace, PLLC	Property Sale to Gatens/Cusick	7780	636.00
01/31/2021	Ogden Murphy Wallace, PLLC	PMA Instrument Lighting System	7780	2,173.00
01/31/2021	RH2 Engineering, Inc.	Fibro Property - Phase 1 EA	7785	3,488.42
01/31/2021	RH2 Engineering, Inc.	Piepel Property - Phase 1 EA	7785	5,166.04
01/31/2021	RH2 Engineering, Inc.	Jet A Fuel System Improvements	7785	215.76
01/31/2021	RH2 Engineering, Inc.	Exec Flight Bldg HVAC Replacement	7785	1,553.65
01/31/2021	RH2 Engineering, Inc.	Exec Flight Bldg Sewer Modification	7785	2,947.39
01/31/2021	T-O Engineers	Pangborn EA	7792	15,326.90
<b>Net Capital Projects</b>				<b><u>\$85,368.54</u></b>

**Working WA Grants - Chelan County**

01/31/2021	Kristi Bryant-Mayer	Working WA Grants - Chelan County	7770	430.00
<b>Net Working WA Grants - Chelan County</b>				<b><u>\$430.00</u></b>

**Working WA Grants - Douglas County**

01/31/2021	Banuelos Construction	Working WA Grants - Douglas County	7768	1,864.62
<b>Net Working WA Grants - Douglas County</b>				<b><u>\$1,864.62</u></b>

**TOTAL**

**\$249,828.40**

**Void: 7752**

**Port of Chelan County  
Check Register Log  
2021 - January**

<u>Date Issued</u>	<u>Register #</u>	<u>Reason</u>	<u>First #</u>	<u>Last #</u>	<u>Amount</u>
1/15/2021	2021-01	Mid-Month Payables	5086	5087	\$ 124,310.35
1/29/2021	2021-02	Month-End Payables	5088	5088	\$ 2,495.00

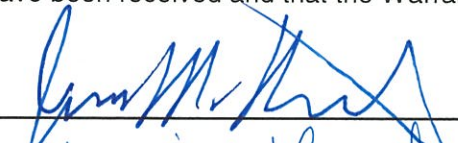
Transactions for approval February 9, 2021 total:

\$126,805.35

Voided checks: None

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

Executive Director

  
\_\_\_\_\_

Dir. of Finance & Admin.

  
\_\_\_\_\_

Commissioner Baldwin

\_\_\_\_\_

Commissioner Etherington

\_\_\_\_\_

Commissioner Turner

\_\_\_\_\_

**Port of Chelan County  
Check Register  
2021-01**

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

**For approval January 15, 2021, checks 5086-5087 in the amount of \$ 124,310.35**

Jim Kuntz, Executive Director

Monica Lough, Director of Finance & Admin

Date Issued	Claimant	Purpose	Check #	Amount
1/15/2021	Department of Commerce	CERB Loan Payment - Cashmere Mill	5086	\$ 75,780.94
1/15/2021	Department of Commerce	CERB Loan Payment - CTC	5087	\$ 48,529.41

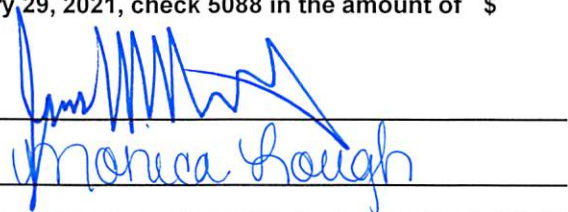
**Port of Chelan County  
Check Register  
2021-02**

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

For approval January 29, 2021, check 5088 in the amount of \$ 2,495.00

Jim Kuntz, Executive Director

Monica Lough, Director of Finance & Admin



Date Issued	Claimant	Purpose	Check #	Amount
1/29/2021	Ogden Murphy Wallace, PLLC	Legal Fees - Fibro Corp. Litigation	5088	\$ 2,495.00



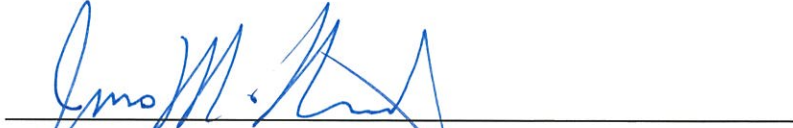
**Port of Douglas County  
Check Register Log  
2021 - January**


<u>Date Issued</u>	<u>Register #</u>	<u>Reason</u>	<u>First #</u>	<u>Last #</u>	<u>Amount</u>
1/5/2021	2021-01	Mid Month Payable	5073	5074	\$ 437,549.91
1/6/2021	2021-02	Mid Month Payable	5075	5075	\$ 14,123.65

Transactions for approval February 9, 2021 total: \$ 451,673.56

Voided checks: None

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

Executive Director 

Dir. of Finance & Admin. 

Commissioner Huffman \_\_\_\_\_

Commissioner Spurgeon \_\_\_\_\_

Commissioner Loeb sack \_\_\_\_\_

**Port of Douglas County  
Check Register  
2021-01**

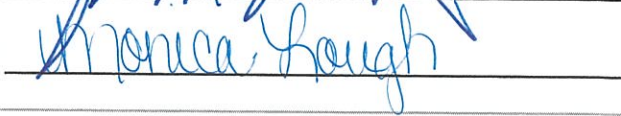
We, the undersigned Port of Douglas County, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

**For approval January 5, 2021 checks 5073 and 5074 in the amount of \$ 437,549.91**

Jim Kuntz, Chief Executive Officer



Monica Lough, Director of Finance & Admin



<u>Date Issued</u>	<u>Claimant</u>	<u>Purpose</u>	<u>Check Number</u>	<u>Amount</u>
01/05/21	Douglas County_PUD	Payoff CIAC #1	5073	33,188.49
01/05/21	Douglas County_PUD	Payoff CIAC #2	5074	404,361.42

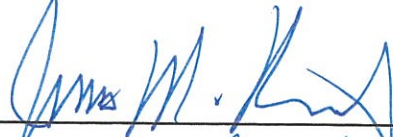
**TOTAL 437,549.91**

**Port of Douglas County  
Check Register  
2021-02**

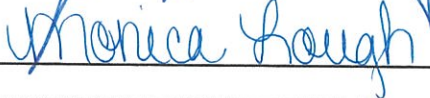
We, the undersigned Port of Douglas County, in the State of Washington, do hereby certify that the merchandise or services hereinafter have been received and that checks listed below are approved for payment.

For approval January 6, 2021 checks 5075 in the amount of \$ **14,123.65**

Jim Kuntz, Chief Executive Officer



Monica Lough, Director of Finance & Admin



<u>Date Issued</u>	<u>Claimant</u>	<u>Purpose</u>	<u>Check Number</u>	<u>Amount</u>
01/06/21	Forest Service	Refund overpayment	5075	14,123.65

**TOTAL** 14,123.65

**Chelan Douglas Regional  
Port Authority**

# Memo

**To:** Board of Directors

**From:**  Jim Kuntz

**cc:** None

**Date:** February 4, 2021

**Re:** REVISED – Civility In Public Service Resolution

---

Enclosed is a revised resolution for your review. This resolution is the one edited by Rufus Woods and previously e-mailed to you. It is my understanding that a majority of the Board would like to vote on this revised resolution at Tuesday's Board Meeting.

**CHELAN DOUGLAS REGIONAL PORT AUTHORITY  
RESOLUTION NO. 2021-02**

**A RESOLUTION OF THE CHELAN DOUGLAS REGIONAL  
PORT AUTHORITY CONCERNING A PLEDGE TO  
CIVILITY IN PUBLIC SERVICE**

We, as elected and appointed public officials of the Chelan Douglas Regional Port Authority, in order to promote democracy and strong communities in our region, pledge our commitment to the following principles for civility:

- Respect the right of our constituents to hold different opinions;
- Strive to understand differing perspectives and treat all individuals with dignity and respect;
- Speak truthfully without accusation, and avoid distortion;
- Speak out in support of non-violence, inclusion and civil discourse;
- Choose words thoughtfully; and
- Avoid rhetoric intended to humiliate, de-legitimatize or question the patriotism of those whose opinions are different from ours.

We further pledge to exhibit and encourage the kind of personal qualities that are emblematic of a civil society: gratitude, humility, openness, propriety, kindness, faith, a sense of duty and service to others, and a commitment to doing what we believe is in the best long-term interest of our communities.

Adopted by the Board of Directors of the Chelan Douglas Regional Port Authority at a regular meeting thereof held this 9<sup>th</sup> day of February, 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

# Memo

**To:** Board of Directors  
**From:**  Jim Kuntz  
**cc:** None  
**Date:** February 4, 2021  
**Re:** S.P.O.R.T. Purchase & Sale Agreement

---

Please find enclosed the draft Purchase & Sale Agreement with S.P.O.R.T.

Terms are as follows:

- Purchase price- \$2.0 Million
- Non-refundable earnest money- \$100,000
- Closing date- no later than October 29, 2021

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement"), made this date, is by and between the PORT OF CHELAN COUNTY, a Washington municipal corporation ("Seller"), and S.P.O.R.T. Wenatchee, LLC, a Washington limited liability company ("Purchaser"). Individually the Seller and Purchaser may be referred to herein as a "Party" or collectively as the "Parties."

**1. Agreement/Property.** The Parties previously entered into a Memorandum of Understanding regarding the Property ("MOU"), which expired and is of no further force or effect between the Parties. Following the expiration of the MOU, the Parties elected to move forward with this Agreement. Seller agrees to sell and Purchaser agrees to purchase Seller's interest in real property located in the county of Chelan, state of Washington and more particularly described as follows (the "Property"):

See Exhibit "A" attached hereto and incorporated herein by this reference.

Assessor's Parcel Nos. 222003400065, 222003925060, 222003440200.

**2. Earnest Money.** Simultaneously with signing this Agreement, Purchaser agrees to pay non-refundable earnest money in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00 US) directly to the Seller. The earnest money shall be credited to the purchase price at Closing, as defined herein.

**3. Purchase Price.** The total purchase price shall be Two Million and No/100 Dollars (\$2,000,000.00 US), payable in cash at Closing, as defined herein.

**4. Deed.** At Closing, the Seller shall sign, execute, and deliver a Quitclaim Deed for the Property to Purchaser and/or Closing agent.

**5. Title.**

**5.1** The Parties agree that the following shall not be considered encumbrances or defects of title:

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

**5.1.2** Existing easements, covenants, conditions and restrictions of record or apparent on the property that burden or benefit the Property;

**5.1.3** General real estate taxes, special assessment, or other levies assessed against the Property not due and payable; and

**5.1.4** Matters that would be discovered by a survey.

**5.1.5** Restrictions, conditions, dedications, notes, easements and provisions delineated and/or described on the Warehouse Addition to Wenatchee plat recorded in Volume 1 of Plats at page(s) 38 in Chelan County, Washington.

**5.1.6** Agreement for the joint use of a wall recorded March 16, 1922, under Chelan County Auditor's File No. 101056 (Affects Parcel 22 20 03 925 060).

**5.1.7** Mineral reservations and exceptions reserved by The Burlington Northern Santa Fe Railway Company and recorded August 4, 1998, under Chelan County Auditor's File No. 2033705.

**5.1.8** Easement recorded June 10, 2020, under Chelan County Auditor's File No. 2517368 (Affects Parcels 22 20 03 925 060 and 22 20 03 440 200).

**5.1.9** Easement recorded June 10, 2020, under Chelan County Auditor's File No. 2517369 (Affects Parcel 22 20 03 440 200).

**5.1.10** The matters set forth in Sections 7, 8 and 9, below that will be recorded at Closing.

**5.2** Seller has previously made available to Purchaser a preliminary commitment for title insurance ("Title Commitment") issued by Central Washington Title Services, Inc. (order no. 28473). Purchaser has had a full opportunity to review the condition of title to the property during the MOU process and has no objections to the condition of title to the Property. So long as the condition of title does not change during the period between the execution of this Agreement and Closing (except for the matters identified herein that will be recorded at closing), Purchaser shall be deemed to have accepted the condition of title to the Property.

**5.3** Seller shall deliver to Purchaser at or within a reasonable period following Closing, a standard owner's policy of title insurance (the "Title Policy") containing no exceptions other than the customary form printed exceptions in the Title Policy, the exceptions in Section 5.1, the exceptions listed in the Title Commitment that Purchaser has accepted pursuant to Section 5.2, if any, and the matters set forth in Sections 7, 8 and 9, below. Seller shall pay the cost of the Title Policy at Closing.

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

**6. Plans.** The Parties agree the architectural renderings associated with the Purchaser's intended use of the Property have been approved by Seller and shall be binding on the Purchaser, as more fully set forth in the covenants to be recorded at Closing (see Section 9, below). A copy of the approved plans is attached hereto and incorporated herein by this reference as Exhibit "B". The Plans may not be amended except as set forth in Section 12.2.1, below.



7. **Public Parking Easement.** The Parties have negotiated and agreed on the form of a public parking easement, which is attached hereto and incorporated herein by this reference as Exhibit "C". The public parking easement shall be recorded at Closing.

8. **Seller's Option to Repurchase.** The Parties have negotiated and agreed to an option for Seller to repurchase the Property under certain conditions. The form of the Seller's option to repurchase is attached hereto and incorporated herein by this reference as Exhibit "D". The option to repurchase shall be recorded at Closing.

9. **Covenants.** The Parties have negotiated and agreed on the form of specific covenants regarding the Property, which is attached hereto and incorporated herein by this reference as Exhibit "E". The covenants shall be recorded at Closing.

10. **Disclosure Statement.** Purchaser waives the completion and delivery of a disclosure statement (see Chapter 64.06 RCW). The Seller represents that it has no actual knowledge that would result in an affirmative answer to the environmental questions set forth in the statutory disclosure form.

11. **Modification/Waivers.** To be effective and binding upon the Parties hereto, all modifications or waivers of any condition of this Agreement shall be in writing and signed by the Parties.

12. **Contingencies.**

**12.1 Financing.** This Agreement is conditioned on Purchaser obtaining funding from institutional and private sources for the full purchase price set forth Section 3, above, and the estimated costs of construction based on the building permit application on or before August 31, 2021. Purchaser agrees to provide a written status report to the Seller during the first week of July, outlining the commitments obtained and the percentage of funding remaining to be secured to proceed with Closing and construction of the improvements. If the Purchaser fails to provide written notice of the failure of this contingency to the Seller on or before August 31, 2021, then this contingency shall be deemed waived without further action of the Parties. If the Purchaser does not terminate this Agreement pursuant to this Section, then Purchaser shall provide Seller a summary of the institutional and private lending sources on or before August 31, 2021. If the Purchaser timely provides a notice of termination pursuant to this Section, then the Agreement shall be of no further force or effect between the Parties.

**12.2 Building Permit Application.** Purchaser must apply for a building permit and the City of Wenatchee must accept the application as complete (consistent with the approved plans in Exhibit "B") no later than June 1, 2021 ("Complete Application Date"). A copy of the building permit application shall be provided to the Seller within five (5) business days of the City of Wenatchee accepting the building permit as complete. Said building permit must be issued by the City of Wenatchee consistent with the approved plans in Exhibit "B" no later than August 31, 2021, which may be extended to no later than October 15, 2021 upon written request by Purchaser outlining the outstanding issues to resolve in order for the building permit to be issued ("Building

Permit Date”). In the event the Building Permit Date is extended as set forth herein, the Purchaser agrees to proceed with due diligence and to timely and efficiently respond to any outstanding issues identified by the City of Wenatchee that is preventing the issuance of a building permit. If the building permit is not accepted as complete by the City of Wenatchee by the Complete Application Date, or if the building permit is not issued by the Building Permit Date, then this Agreement shall terminate and be of no further force or effect between the Parties; provided, however, if the building permit has been accepted by the City of Wenatchee as complete by the Complete Application Date, then the Purchaser may waive this contingency and elect to proceed with closing by delivering a written notice of this election to the Seller within five (5) business days of the Building Permit Date.

**12.2.1 Changes to Plans.** Any changes to the Plans deviating from what is attached on Exhibit “B” and described in the covenants attached as Exhibit “E” require the advance written approval of the Seller. Following closing, any deviation from or changes to the Plans shall be governed by the Covenants.

**12.2.2 Access to Property.** So long as this Agreement is in effect, Purchase may gain access to the Property pursuant to this Section 12.2. Prior to gaining access to the Property for any purpose, SPORT shall name the Seller as additional insureds on a commercial general liability insurance policy in an amount not less than \$1 million per occurrence and provide a certificate of insurance in this regard. The form of the certificate of insurance and the coverage provided by the insurance policy shall be approved by the Seller prior to entry onto the Property by Purchaser. Purchaser shall be provided an access key to the buildings on the Property, provided that Purchaser shall notify Stacie de Mestre (Facility and Property Development Manager for the Chelan Douglas Regional Port Authority), by phone call or email, at least 24 hours prior to each entry into the buildings on the Property. Any kind of invasive testing, including borings or samples taken of any kind, must be approved by the Seller prior to the test occurring (in writing or email to Purchaser).

**12.2.3 Indemnity.** Purchaser hereby indemnifies and holds the Seller harmless against all claims, demands, causes of action, suits or judgments (including attorney’s fees, costs and expenses) for death or injury to any person or for loss of damage to property, related to or associated with Purchaser, including its engineers, surveyors, architects, contractors, agents, members and employees’ access, investigation, use, and/or activities on the Property. Purchaser understands and agrees that its duty to indemnify and hold the Seller harmless includes, but is not limited to, damages or injuries caused by the negligent or other conduct of Purchaser, its engineers, surveyors, architects, contractors, agents, members or employees.

**13. “AS IS” DISCLAIMER AND PURCHASER’S RELEASE:** EXCEPT AS OTHERWISE PROVIDED HEREIN, PURCHASER IS PURCHASING THE PROPERTY “AS IS.” PURCHASER HEREBY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER SELLER, NOR ANY PERSON ACTING ON BEHALF OF SELLER, NOR ANY PERSON OR ENTITY WHICH PREPARED OR PROVIDED ANY OF THE MATERIALS REVIEWED BY PURCHASER IN CONDUCTING ITS DUE DILIGENCE, NOR ANY DIRECT OR INDIRECT OFFICER, DIRECTOR, PARTNER, MEMBER,

SHAREHOLDER, EMPLOYEE, AGENT, REPRESENTATIVE, ACCOUNTANT, ADVISOR, ATTORNEY, PRINCIPAL, AFFILIATE, CONSULTANT, CONTRACTOR, SUCCESSOR, OR ASSIGN OF ANY OF THE FOREGOING PARTIES (SELLER, SELLER RELATED PARTIES AND ALL OF THE OTHER PARTIES DESCRIBED IN THE PRECEDING PORTIONS OF THIS SENTENCE (OTHER THAN PURCHASER) SHALL BE REFERRED TO HEREIN COLLECTIVELY AS THE "EXCULPATED PARTIES") HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY ORAL OR WRITTEN REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE PROPERTY, THE CONDITION OF THE PROPERTY, THE PERMITTED USE OF THE PROPERTY, OR THE ZONING AND OTHER LAWS, REGULATIONS, AND RULES APPLICABLE THERETO OR THE COMPLIANCE BY THE PROPERTY THEREWITH, THE REVENUES AND EXPENSES GENERATED BY OR ASSOCIATED WITH THE PROPERTY, OR OTHERWISE RELATING TO THE PROPERTY OR THE TRANSACTIONS CONTEMPLATED HEREIN. PURCHASER FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL MATERIALS WHICH HAVE BEEN OR WILL BE PROVIDED BY ANY OF THE EXCULPATED PARTIES HAVE BEEN PROVIDED WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THEIR CONTENT, SUITABILITY FOR ANY PURPOSE, ACCURACY, OR COMPLETENESS AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER SHALL NOT HAVE ANY RECOURSE AGAINST SELLER OR ANY OF THE OTHER EXCULPATED PARTIES IN THE EVENT OF ANY ERRORS THEREIN OR OMISSIONS THEREFROM. PURCHASER IS ACQUIRING THE PROPERTY BASED SOLELY ON ITS OWN INDEPENDENT INVESTIGATION AND INSPECTION OF THE PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY SELLER, OR ANY OF THE OTHER EXCULPATED PARTIES, EXCEPT FOR THE REPRESENTATIONS, WARRANTIES, AND COVENANTS EXPRESSLY SET FORTH HEREIN. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER EXPRESSLY DISCLAIMS ANY INTENT TO RELY ON ANY SUCH MATERIALS PROVIDED TO IT BY SELLER IN CONNECTION WITH ITS DUE DILIGENCE AND AGREES THAT IT SHALL RELY SOLELY ON ITS OWN INDEPENDENTLY DEVELOPED OR VERIFIED INFORMATION. PURCHASER HEREBY WAIVES ANY RIGHT TO RECEIVE A SELLER DISCLOSURE STATEMENT PURSUANT TO CHAPTER 64.06 RCW. EXCEPT FOR CLAIMS BASED ON SELLER'S COVENANTS AND REPRESENTATIONS CONTAINED WITHIN THE FOUR CORNERS OF THIS PURCHASE AND SALE AGREEMENT (AND NOT WITHIN ANY OTHER DOCUMENTS, INCLUDING THOSE WHICH MAY BE PROVIDED BY SELLER TO PURCHASER), PURCHASER, ON BEHALF OF ITSELF AND ALL OF ITS PRESENT AND FORMER COMMISSIONERS, DIRECTORS, OFFICERS, PRINCIPALS, EMPLOYEES, AGENTS, ASSIGNS, SUCCESSORS, AND ANY OTHER AFFILIATED OR RELATED PERSONS, FIRMS, OR ENTITIES, HEREBY WAIVES, RELEASES, AND DISCHARGES THE EXCULPATED PARTIES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION IT HAS, MIGHT HAVE, OR MAY HAVE IN THE FUTURE AGAINST SELLER, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF APPLICABLE LAW, STRICT LIABILITY, TORT, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO (i) SELLER'S REPRESENTATIONS HEREIN, (ii) THE CONDITION OF THE PROPERTY, (iii) THE PAST, PRESENT, OR FUTURE COMPLIANCE OF THE PROPERTY WITH ENVIRONMENTAL LAWS OR ANY OTHER FEDERAL, STATE, OR LOCAL LAWS OR REGULATIONS, NOW EXISTING OR HEREAFTER ENACTED, OR THE EXISTENCE OF HAZARDOUS MATERIALS IN, ON, AT, UNDER, ABOUT OR MIGRATING TO OR FROM THE PROPERTY OR ANY OF ITS IMPROVEMENTS, OR (iv) ANY OTHER

STATE OF FACTS THAT EXISTS WITH RESPECT TO THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING.

**14. Default.** Time is of the essence of this Agreement. If the Seller defaults (that is, fails to perform the acts required of it) in its contractual performance herein, then a sum equal to one-half of the earnest money shall be paid to the Purchaser as its sole and exclusive remedy. If the Purchaser defaults in its contractual performance herein, the Purchaser shall pay the Seller the sum of \$50,000, as the sole and exclusive remedy (which is in addition to the non-refundable earnest money).

**15. Time for Closing - Responsibilities of Parties – Costs.** The Closing of this transaction shall occur at Central Washington Title Services, Inc., after the satisfaction or waiver of the contingencies set forth in Section 12, above, but in no event later than September 15, 2021 (which shall be extended to on or before October 29, 2021, if the Building Permit Date has been extended to October 15, 2021, pursuant to Section 12.2, above). The Purchaser and Seller shall deposit with Central Washington Title Services, Inc. all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. The Purchaser and Seller agree to each pay one-half of the Closing fee. The Parties shall pay their own attorney's fees. Seller will pay for the cost of the Title Policy. Purchaser shall pay for the preparation of the Quitclaim Deed and Excise Tax Affidavit to be prepared by Seller's attorney and the costs of recording and processing the documents. Other items shall be paid according to the practice in Chelan County, Washington.

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

**17. Possession.** Seller shall deliver possession to Purchaser on Closing.

**18. Independent Counsel.** Purchaser acknowledges, understands and agrees that Seller is represented by Ogden Murphy Wallace, P.L.L.C. Purchaser is represented by Bromiley Mackay, PLLC. Each party shall be responsible for their own attorney's fees.

**19. Brokerage Fees.** Parties represent that they have not incurred finder's fees, broker's fees or commissions, or similar obligations in connection with the Property which is the subject of this Agreement. Seller agrees to indemnify and hold the Purchaser, its agents, representatives, and advisors harmless from any claims or any such fees or commissions and all costs and expenses for defending any alleged claim therefor (including costs and attorney's fees on appeal, if any) arising out of the acts of the Seller, its agents or employees. Purchaser agrees to indemnify and hold the Seller, its agents, representatives, and advisors harmless from any claims or any such fees or commissions and all costs and expenses for defending any alleged claim therefor (including costs and attorney's fees on appeal, if any) arising out of the acts of the Purchaser, its agents or employees.

**20. Risk of Loss.** If prior to Closing, improvements on the Property shall be destroyed or materially damaged by fire or other casualty, this Agreement, at option of Seller or Purchaser, shall become null and void by delivering written notice to the other Party within thirty (30) days of the casualty. If neither Party elects to terminate, then they shall proceed with Closing, and all insurance proceeds, if any, shall be payable to Purchaser at or at a reasonable time following Closing.

**21. Notices.** Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the Party received the notice. Notices shall be mailed or delivered as follows:

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

TO PURCHASER: S.P.O.R.T. Wenatchee, LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

**23. Assignment.** Assignment of this Agreement is prohibited. Nothing herein is intended to prohibit Purchaser from raising private capital by selling up to 70% of the non-voting membership interest in S.P.O.R.T. Wenatchee, LLC to third parties, subject to the following conditions: (i) S.P.O.R.T. Wenatchee, LLC is a manager-managed limited liability company, with Flint Hartwig as the manager, as defined in Chapter 25.15 RCW, (ii) a change in the management of S.P.O.R.T. Wenatchee, LLC shall be deemed an assignment, and (iii) a resolution is signed by the members of S.P.O.R.T. Wenatchee, LLC affirming the above and that Flint Hartwig has the sole authority to make all decisions and sign all documents on behalf of S.P.O.R.T. Wenatchee, LLC.

**24. Encumbrance During Interim.** Seller may not financially encumber the Property prior to Closing, unless the encumbrance is discharged or satisfied at Closing.

**25. Survival.** Except for Sections 13 and 23, which shall survive Closing as binding commitments of the Parties, the terms and conditions of this Agreement shall not survive Closing and shall merge with the recordation of the Quitclaim Deed.

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

**27. Counterparts.** This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties. The electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original. At the request of either party, or the Escrow Agent, the parties will confirm electronically transmitted signatures by signing an original document.

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

**29. General Provisions.** Time is of the essence. There are no verbal agreements which modify this Agreement. This Agreement constitutes the full understanding between Seller and Purchaser. Any and all modifications of this Agreement must be in writing and signed by both Parties in order to be binding on the Parties. Purchaser's rights under this Agreement may not be assigned. The "effective date of this Agreement" shall mean the date of the last signature set forth below.

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

SELLER:

PURCHASER:

PORT OF CHELAN COUNTY

S.P.O.R.T. WENATCHEE, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

James M. Kuntz, Executive Director

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description**

Parcel No. 222003925065:

Lot 1, Block 3, Warehouse Addition to Wenatchee, Chelan County, Washington, according to the recorded plat thereof recorded in Volume 1 of Plats, Page 38, EXCEPT the Southerly 60 feet thereof.

Parcel No. 222003925060:

The Southerly 60 feet of Lot 1, and all of Lots 2, 3, 4 and 5, all in Block 3, Warehouse Addition to Wenatchee, Chelan County, Washington, according to the plat thereof recorded in Volume 1 of Plats, Page 38.

Parcel No. 222003440200:

That portion of the Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) Original 400.00 foot wide station ground property at Wenatchee, being 250.00 feet wide on the Easterly side and 150 feet wide on the Westerly side of said Railway Company's main track centerline, as now located and constructed upon, lying Northerly of the Northeasterly extension of the right of way for the 90.00 feet wide Orondo Avenue, over and across the Southeast quarter of Section 3 and the Northeast quarter of Section 10, all in Township 22 North, Range 20 E.W.M., Chelan County, Washington, described as follows:

Beginning at the most Easterly corner of Lot 5, Block 5, Warehouse Addition to Wenatchee, Washington, according to the recorded plat thereof; thence Northeasterly along the Northeasterly extension of the Southeasterly line of said Lot 5, a distance of 80.00 feet; thence Northwesterly parallel with the Northeasterly line of said Block 5, a distance of 190.00 feet; thence Northeasterly at right angles to the last described course 45.00 feet, more or less, to a point being 25.00 feet Southwesterly, as measured at right angles from said main track centerline; thence Northwesterly parallel with said main track centerline to the intersection with a line drawn parallel with and 20.00 feet Southwesterly as measured at right angles from said railway company's most Southwesterly ladder track centerline; thence Northwesterly parallel with said ladder tract centerline to the intersection with the Northeasterly extension of the Southeasterly line of Palouse Street, according to the recorded plat of Wenatchee, Washington; thence Southwesterly along said Northeasterly extension of the Southeasterly line of Palouse Street 85.00 feet, more or less, to the most Northerly corner of Lot 1, Block 3 of Warehouse Addition to Wenatchee; thence Southeasterly along the Northeasterly lines of Blocks 3, 4 and 5 of Said Warehouse Addition, a distance of 1510.00 feet to the Point of Beginning,

EXCEPTING THEREFROM the right of way for 90.00 feet wide Orondo Avenue,  
ALSO EXCEPTING "Parcel A", "Parcel B", "Parcel C", "Parcel D", "Parcel E", "Parcel F" and "Parcel G" of Statutory Warranty Deed recorded December 30, 2019 under Auditor's File No. 2508622.

**EXHIBIT "B"**  
**Approved Plans**









FORTE  
ARCHITECTS

**EXHIBIT "C"**  
**Public Parking Easement**

Filed for and return to:

Peter A. Fraley  
OGDEN MURPHY WALLACE, P.L.L.C.  
1 Fifth Street, Suite 200  
PO Box 1606  
Wenatchee WA 98807-1606

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s):** Port of Chelan County, a Washington municipal corporation

**Grantee(s):** Port of Chelan County, a Washington municipal corporation; Chelan Douglas Regional Port Authority, a Washington municipal corporation, S.P.O.R.T. Wenatchee, LLC, a Washington limited liability company; the public

**Reference Number(s) of Documents Assigned or Released:** N/A

**Abbreviated Legal Description:** Ptn Lot 1 and all Lots 2-5, Blk 3, Warehouse Add BK 1 PG 38; T22N R20, EWM S3 Lot B BLA 1998-011; Ptn Lot 1, B3, Warehouse Addition to Wenatchee, Chelan County, WA

**Complete or Additional Legal Description Attached as Exhibit "A".**

**Assessor's Parcel Number(s):** 222003925060, 222003440200; ptn of 222003400050

**DECLARATION OF PUBLIC PARKING EASEMENT**

THIS DECLARATION OF PUBLIC PARKING EASEMENT ("Declaration") is made by the Port of Chelan County, a Washington municipal corporation ("POCC") and in furtherance of the development of the POCC's below described property by S.P.O.R.T. Wenatchee, LLC, a Washington limited liability company ("SPORT"). The POCC, SPORT, and the Chelan Douglas Regional Port Authority, a Washington municipal corporation ("CDRPA") are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

- A. The POCC is the owner of real property in Chelan County, Washington legally described in Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Property").

# EXHIBIT

- B. The POCC has delegated to the CDRPA the authority to negotiate and sign leases, enter into purchase and sale agreements, and to otherwise manage and make determinations regarding the Property on behalf of the POCC.
- C. In May 2020, the CDRPA sought Request for Proposals (“RFP”) for adaptive re-use of the Property. SPORT responded to the RFP and subsequently entered into a Memorandum of Understanding (“MOU”) with the CDRPA for the development of a regional multi-use planned activity center on the Property. The CDRPA, POCC and SPORT subsequently entered into a Purchase and Sale Agreement (“PSA”) for the Property.
- D. The RFP and MOU anticipate the declaration of a public parking easement on the Property by the POCC, which has been discussed and negotiated with SPORT and incorporated into the PSA.
- E. In furtherance of the RFP, MOU, and PSA the POCC desires to establish and declare a public parking easement over, across and upon the Property to benefit the public. This Declaration is part of the closing of the transaction set forth in the PSA and is being recorded with the Chelan County Auditor immediately prior to and simultaneously with the Quitclaim Deed from the POCC to SPORT for the Property. SPORT, as the new owner of the Property, agrees to the terms and conditions set forth in this Declaration

NOW THEREFORE, in light of the foregoing Recitals which are incorporated herein as part of this Declaration, and in furtherance of the transaction with SPORT of even date herewith, POCC declares and grants as follows:

## DECLARATION

1. **Declaration of Easement.** POCC hereby grants, declares, and establishes a public parking easement (“Parking Easement”) over, across and upon the Property for the use and purpose described herein. The location of the Parking Easement is legally described in Exhibit “B” and depicted in Exhibit “C” both of which are attached hereto and incorporated herein by this reference (the “Easement Area”).
2. **Use of Easement.** The Easement Area has capacity for approximately fifty-seven (57) parking stalls east of the existing buildings on the Property. SPORT and future owners shall determine the configuration and location of the parking stalls and the circulation and connectivity of the parking lot to the roads adjacent to the Property (Orondo Avenue and South Columbia Street); provided a minimum of fifty (50) parking stalls (including ADA compliant stalls) are provided in the Easement Area at all times. All parking stalls created on the Property shall be made available for public use in common with SPORT, its tenants, customers and invitees.
3. **Reasonable Use Restrictions.** SPORT and future owners of the Property may request reasonable use restrictions such as time limitations or prohibition against overnight parking

# EXHIBIT

from the CDRPA. The CDRPA has discretion in determining whether to grant the reasonable use restrictions requested by SPORT. Any such restrictions shall be made by amendment to this Declaration and recorded with the Chelan County Auditor.

4. **Future Parking Fee Option.** In the event that the City of Wenatchee (the “City”) begins charging for parking on City owned property, SPORT and future owners of the Property may impose similar parking fees for the parking stalls located in the Easement Area.

5. **Maintenance and Repair.** The parking lot and parking stalls will be constructed, owned, maintained, repaired, and improved by SPORT and future owners of the Property at their sole cost and expense. The Easement Area shall be evaluated annually by SPORT and future owners of the Property for signs of pavement deficiencies such as alligator cracking, longitudinal cracking, transverse cracking, potholes, sags, humps, frost heaves, and faded striping. SPORT shall annually perform maintenance, repair and replacement that, at a minimum, complies with WSDOT Standard Specifications for Maintenance, and for Road, Bridge, and Municipal Construction, in order to keep the Parking Easement in as close to a “like-new” condition as possible.

6. **Perpetual; Runs with the Property.** The provisions of this Declaration will run with the Property, in perpetuity and be binding on all present and future owners and occupants of the Property and their heirs, assigns, successors, tenants and legal representatives.

7. **Termination of Public Parking Easement.** In the event that the POCC or CDRPA acquires the Property in the future, the POCC and/or the CDRPA reserves the right to terminate this Easement.

8. **CDRPA Relationship.** So long as the POCC’s delegation of authority to the CDRPA remains in effect, the CDRPA shall have the ability to enforce the rights of the POCC under this Declaration. SPORT and future owners shall look to the CDRPA for any modifications of this Declaration until such a time as the POCC delegation to the CDRPA terminates. If the POCC’s delegation to the CDRPA ends, then the POCC shall enforce its rights under this Declaration and shall be the entity to which SPORT and future owners look for any modifications of this Declaration.

9. **Enforcement; Attorneys’ Fees.** Unless the CDRPA and POCC assign their rights as set forth below, the CDRPA and POCC shall oversee the enforcement of this Declaration. Nothing herein is intended to create third party enforcement rights (except as provide in Paragraph 12, below). The Parties may enforce this Declaration by appropriate action brought in the Chelan County Superior Court. The prevailing Party in litigation (including any appeals related thereto) shall recover, as part of their damages, reasonable attorneys’ fees and costs.

10. **Acknowledgment of the Parties.** This Declaration has been submitted to the scrutiny of the Parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its

# EXHIBIT

being drafted by a Party or their counsel. Ogden Murphy Wallace, PLLC represents the POCC and the CDRPA. Bromiley Law represents SPORT.

**11. Authority to Sign.** The Parties signing this Declaration hereby acknowledge that they are authorized to execute the Declaration on behalf of the entities they are signing for and acknowledge it to be the free and voluntary act of such parties for the uses and purposes mentioned in the Declaration.

**12. Assignment.** The CDRPA and the POCC reserve the right to assign this Declaration, including, but not limited to enforcement, oversight, and modification rights to the City of Wenatchee, or to a third party, non-profit association.

**13. Entire Agreement; Amendments.** This Declaration contains the entire agreement with respect to the subject matter herein and supersedes all prior agreements or understanding between the Parties with respect thereto. This Declaration may be amended only by an agreement in writing signed by the Parties and recorded with the Chelan County Auditor.

APPROVED BY S.P.O.R.T. WENATCHEE, LLC

APPROVED BY THE CHELAN DOUGLAS REGIONAL PORT AUTHORITY

By: **EXHIBIT**  
Flint Hartwig, Authorized Member

By: **EXHIBIT**  
James M. Kuntz, Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED BY THE PORT OF CHELAN COUNTY

By: **EXHIBIT**  
James M. Kuntz, Executive Director

Date: \_\_\_\_\_

# EXHIBIT

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that Flint Hartwig is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as an Authorized Member of S.P.O.R.T. Wenatchee, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2021.

## EXHIBIT

\_\_\_\_\_ (Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

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

Dated: \_\_\_\_\_, 2021.

## EXHIBIT

\_\_\_\_\_ (Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires \_\_\_\_\_





# EXHIBIT

## EXHIBIT "A" Legal Description

Tax Parcel No. 222003925060:

THE SOUTHERLY 60 FEET OF LOT 1, AND ALL OF LOTS 2, 3, 4 AND 5, ALL IN BLOCK 3, WAREHOUSE ADDITION TO WENATCHEE, CHELAN COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 38.

Tax Parcel No. 222003440200:

THAT PORTION OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) ORIGINAL 400.00 FOOT WIDE STATION GROUND PROPERTY AT WENATCHEE, BEING 250.00 FEET WIDE ON THE EASTERLY SIDE AND 150 FEET WIDE ON THE WESTERLY SIDE OF SAID RAILWAY COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED UPON, LYING NORTHERLY OF THE NORTHEASTERLY EXTENSION OF THE RIGHT OF WAY FOR THE 90.00 FOOT WIDE ORONDO AVENUE, OVER AND ACROSS THE SOUTHEAST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 10, ALL IN TOWNSHIP 22 NORTH, RANGE 20, EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 5, BLOCK 5, WAREHOUSE ADDITION TO WENATCHEE, WASHINGTON, ACCORDING TO THE RECORDED PLAT THEREOF;

THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SAID LOT 5, A DISTANCE OF 80.00 FEET;

THENCE NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF SAID BLOCK 5, A DISTANCE OF 190.00 FEET;

THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 45.00 FEET, MORE OR LESS, TO A POINT BEING 25.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID MAIN TRACK CENTERLINE; THENCE NORTHWESTERLY PARALLEL WITH SAID MAIN TRACK CENTERLINE TO THE INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 20.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID RAILWAY COMPANY'S MOST SOUTHWESTERLY LADDER TRACK CENTERLINE;

THENCE NORTHWESTERLY PARALLEL WITH SAID LADDER TRACK CENTERLINE TO THE INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF PALOUSE STREET, ACCORDING TO THE RECORDED PLAT OF WENATCHEE, WASHINGTON;

THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF PALOUSE STREET 85.00 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 3 OF WAREHOUSE ADDITION TO WENATCHEE;

THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINES OF BLOCKS 3, 4 AND 5 OF SAID WAREHOUSE ADDITION, A DISTANCE OF 1,510.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE RIGHT OF WAY FOR 90.0 FOOT WIDE ORONDO AVENUE.

# EXHIBIT

Ptn of Tax Parcel No. 222003400050

LOT 1, BLOCK 3, WAREHOUSE ADDITION TO WENATCHEE, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THE SOUTHERLY 60 FEET THEREOF.

# EXHIBIT

## EXHIBIT "B" Easement Area Legal Description

# EXHIBIT

## EXHIBIT "C" Depiction of Easement Area

**EXHIBIT "D"**  
**Seller's Option to Repurchase**

Filed for and return to:

Peter A. Fraley  
OGDEN MURPHY WALLACE, P.L.L.C.  
1 Fifth Street, Suite 200  
PO Box 1606  
Wenatchee WA 98807-1606

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s):** S.P.O.R.T. Wenatchee, LLC, a Washington limited liability company

**Grantee(s):** Port of Chelan County, a Washington municipal corporation; Chelan Douglas Regional Port Authority, a Washington municipal corporation;

**Reference Number(s) of Documents Assigned or Released:** N/A

**Abbreviated Legal Description:** Ptn Lot 1 and all Lots 2-5, Blk 3, Warehouse Add BK 1 PG 38; T22N R20, EWM S3 Lot B BLA 1998-011; Ptn Lot 1, B3, Warehouse Addition to Wenatchee, Chelan County, WA

**Complete or Additional Legal Description Attached as Exhibit "A".**

**Assessor's Parcel Number(s):** 222003925060, 222003440200; ptn of 222003400050

**OPTION TO PURCHASE**

THIS OPTION TO PURCHASE ("Option") is entered into by and between the Port of Chelan County, a Washington municipal corporation ("POCC"), the Chelan Douglas Regional Port Authority, a Washington municipal corporation ("CDRPA", and S.P.O.R.T. Wenatchee, LLC, a Washington limited liability company ("SPORT"). The POCC, CDRPA and SPORT, and are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

- A. In a transaction of even date herewith, SPORT purchased real property from the POCC located at 25 S. Columbia Street, Wenatchee, WA 98801 and legally described in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property").
- B. The POCC delegated the authority to the CDRPA to make decisions and determinations regarding the Property on behalf of the POCC.

# EXHIBIT

C. Pursuant to a Request for Proposals (“RFP”) for redevelopment of the Property initiated by the CDRPA, SPORT submitted a proposal to redevelop the Property into a multi-use planned activity center (the “Development”). The Parties then entered a Memorandum of Understanding (“MOU”) on August 13, 2020, and subsequently a Purchase and Sale Agreement on \_\_\_\_\_, 2021 (“PSA”). Pursuant to the RFP, MOU and PSA, the CDRPA and POCC expressly retained an option to purchase the Property under certain circumstances agreed upon by the Parties, as more fully set forth below.

D. One of the primary goals of the CDRPA is to ensure that the vision for redevelopment of the Property, which is captured in SPORT’s Development, occurs in a timely manner in furtherance of broader redevelopment efforts within the area. With that in mind, the Parties enter this Option for the purpose of ensuring the timely commencement and completion of the Development on the Property by SPORT.

E. This Option is being recorded with the Chelan County Auditor pursuant to the transaction set forth in the PSA.

NOW THEREFORE, in light of the foregoing Recitals which are incorporated herein as part of this Option, and in furtherance of the transaction with SPORT of even date herewith, the Parties agree as follows:

## OPTION

**1. Option to Repurchase.** Under the following circumstances, the CDRPA and POCC shall have the option to purchase the Property from SPORT upon the terms and conditions set forth herein:

**1.1** SPORT’s failure to commence construction of the Development within two (2) years of the closing date. For purposes of this Option, the clause “failure to commence construction” shall mean the failure to expend a minimum of \$100,000 in construction related activity on the Property (which excludes, engineering, architectural, permitting and related costs);

**1.2** the sale or transfer of all or any portion of the Property (or entering a contract to sell or transfer all or any portion of the Property) within five (5) years of the closing date without the advance written consent of the CDRPA, which consent may be withheld in the sole discretion of the CDRPA; and

**1.3** the sale or transfer of the controlling interest in SPORT (or entering a contract to sell or transfer the controlling interest in SPORT) within five (5) years of the closing date without the advance written consent of the CDRPA, which consent may be withheld in the sole discretion of the CDRPA. For purposes of this Option, the clause “sale or transfer of the controlling interest in SPORT” shall mean that Flint Hartwig no longer retains the sole authority to make decisions for SPORT.

# EXHIBIT

- 2. Purchase Price.** If the Option is exercised, the purchase price for the Property to be paid by CDRPA and/or the Port to SPORT shall be Two Million and NO/100 Dollars (\$2,000,000.00 US), payable at closing.
- 3. Title.** Title to the Property shall be free and clear of all matters created by or arising through SPORT, including but not limited to any debt, liens, leases, security interests, and third party interests of any kind or nature. SPORT shall remove all such matters at or before closing of the Option. Title shall be conveyed by SPORT to the POCC and/or the CDRPA by Statutory Warranty Deed.
- 4. Notice; Document Preparation.** If any one of the triggering events in Section 2 occurs, then the CDRPA and/or POCC may elect during the Term, as defined below, to exercise the Option by providing SPORT written notice of its election (the "Option Notice"). The CDRPA shall prepare the documents necessary to transfer the Property from SPORT back to the POCC and open an escrow account at a title company of its choice. Closing shall occur within forty-five (45) days following delivery of the Option Notice. The POCC and/or the CDRPA shall be responsible for the escrow fees, closing costs, title insurance and recording fees. SPORT shall be responsible for all real property taxes through the date of closing. Effective upon closing, (a) SPORT shall surrender the Property to the CDRPA and POCC, and (b) SPORT and any person or entity claiming by or through SPORT shall have no further rights in the Property.
- 5. Term.** This Option shall automatically terminate five (5) years and one (1) month following the date of closing of the sale of the Property from the POCC to SPORT (the "Term"); provided, however, this Option shall continue and remain in full force and effect through closing following the delivery of the Option Notice during the Term. If the POCC or the CDRPA discovers during the Term that an event triggering the Option has occurred, then the POCC and/or the CDRPA may exercise the Option.
- 6. CDRPA Relationship.** So long as the POCC's delegation of authority to the CDRPA remains in effect, the CDRPA shall have the ability to enforce the rights of the POCC under this Option. SPORT shall look to the CDRPA for any modifications of this Option unless the POCC's delegation of authority to the CDRPA terminates prior to the Term running on this Option. If the POCC's delegation to the CDRPA ends, then the POCC shall be the entity to enforce its rights under this Option and to which SPORT looks for any modifications.
- 7. Acknowledgment of the Parties.** This Option has been submitted to the scrutiny of the Parties and their counsel, if desired, and it shall be fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by a Party or their counsel. Ogden Murphy Wallace, P.L.L.C. represented the POCC and the CDRPA, and Bromiley Law represents SPORT.
- 8. Enforcement; Attorney's Fees.** The CDRPA and POCC shall oversee the enforcement of this Option. The Parties may enforce this Option by appropriate action brought in the Chelan County Superior Court. The prevailing party in litigation (including any appeals related thereto) shall recover, as part of their damages, reasonable attorneys' fees and costs.

# EXHIBIT

9. **Authority to Sign.** The Parties signing this Option hereby acknowledge that they are authorized to execute the Option on behalf of the entities they are signing for and acknowledge it to be the free and voluntary act of such parties for the purposes mention in the Option.

10. **Entire Agreement; Amendments.** This Option contains the entire agreement with respect to the subject matter herein and supersedes all prior agreements or understandings between the Parties with respect hereto. This Option may be amended only by an agreement in writing signed by the Parties and recorded with the Chelan County Auditor.

APPROVED BY S.P.O.R.T. WENATCHEE, LLC

APPROVED BY THE CHELAN DOUGLAS  
REGIONAL PORT AUTHORITY

By: **EXHIBIT**  
Flint Hartwig, Authorized Member

By: **EXHIBIT**  
James M. Kuntz, Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED BY THE PORT OF CHELAN  
COUNTY

By: **EXHIBIT**  
James M. Kuntz, Executive Director

Date: \_\_\_\_\_



# EXHIBIT

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that Flint Hartwig is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as an Authorized Member of S.P.O.R.T. Wenatchee, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2021.

## EXHIBIT

\_\_\_\_\_  
\_\_\_\_\_ (Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

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

Dated: \_\_\_\_\_, 2021.

## EXHIBIT

\_\_\_\_\_  
\_\_\_\_\_ (Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires \_\_\_\_\_

# EXHIBIT

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

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

Dated: \_\_\_\_\_, 2021.

**EXHIBIT**  
\_\_\_\_\_  
\_\_\_\_\_(Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires \_\_\_\_\_

# EXHIBIT

## EXHIBIT "A" Legal Description

Tax Parcel No. 222003925060:

THE SOUTHERLY 60 FEET OF LOT 1, AND ALL OF LOTS 2, 3, 4 AND 5, ALL IN BLOCK 3, WAREHOUSE ADDITION TO WENATCHEE, CHELAN COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 38.

Tax Parcel No. 222003440200:

THAT PORTION OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) ORIGINAL 400.00 FOOT WIDE STATION GROUND PROPERTY AT WENATCHEE, BEING 250.00 FEET WIDE ON THE EASTERLY SIDE AND 150 FEET WIDE ON THE WESTERLY SIDE OF SAID RAILWAY COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED UPON, LYING NORTHERLY OF THE NORTHEASTERLY EXTENSION OF THE RIGHT OF WAY FOR THE 90.00 FOOT WIDE ORONDO AVENUE, OVER AND ACROSS THE SOUTHEAST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 10, ALL IN TOWNSHIP 22 NORTH, RANGE 20, EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 5, BLOCK 5, WAREHOUSE ADDITION TO WENATCHEE, WASHINGTON, ACCORDING TO THE RECORDED PLAT THEREOF;

THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SAID LOT 5, A DISTANCE OF 80.00 FEET;

THENCE NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF SAID BLOCK 5, A DISTANCE OF 190.00 FEET;

THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 45.00 FEET, MORE OR LESS, TO A POINT BEING 25.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID MAIN TRACK CENTERLINE; THENCE NORTHWESTERLY PARALLEL WITH SAID MAIN TRACK CENTERLINE TO THE INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 20.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID RAILWAY COMPANY'S MOST SOUTHWESTERLY LADDER TRACK CENTERLINE;

THENCE NORTHWESTERLY PARALLEL WITH SAID LADDER TRACK CENTERLINE TO THE INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF PALOUSE STREET, ACCORDING TO THE RECORDED PLAT OF WENATCHEE, WASHINGTON;

THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF PALOUSE STREET 85.00 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 3 OF WAREHOUSE ADDITION TO WENATCHEE;

THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINES OF BLOCKS 3, 4 AND 5 OF SAID WAREHOUSE ADDITION, A DISTANCE OF 1,510.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE RIGHT OF WAY FOR 90.0 FOOT WIDE ORONDO AVENUE.

# EXHIBIT

Ptn of Tax Parcel No. 222003400050

LOT 1, BLOCK 3, WAREHOUSE ADDITION TO WENATCHEE, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THE SOUTHERLY 60 FEET THEREOF.

**EXHIBIT "E"**  
**Declaration of Covenants, Conditions and Restrictions**

**EXHIBIT "E"**  
**Declaration of Covenants, Conditions and Restrictions**

Filed for and return to:

Peter A. Fraley  
OGDEN MURPHY WALLACE, P.L.L.C.  
1 Fifth Street, Suite 200  
PO Box 1606  
Wenatchee WA 98807-1606

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

**Grantor(s):** Port of Chelan County, a Washington municipal corporation

**Grantee(s):** Port of Chelan County, a Washington municipal corporation; Chelan Douglas Regional Port Authority, a Washington municipal corporation, S.P.O.R.T, LLC, a Washington limited liability company;

**Reference Number(s) of Documents Assigned or Released:** N/A

**Abbreviated Legal Description:** Ptn Lot 1 and all Lots 2-5, Blk 3, Warehouse Add BK 1 PG 38; T22N R20EWM S3 Lot B BLA 1998-011; Ptn Lot 1, B3, Warehouse Addition to Wenatchee, Chelan County, WA

**Complete or Additional Legal Description Attached as Exhibit "A".**

**Assessor's Parcel Number(s):** 222003925060, 222003440200; ptn of 222003400050

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**COLUMBIA STREET NORTH NODE PROPERTY**  
**PORT OF CHELAN COUNTY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the Columbia Street North Node Property (the "Declaration") is made and entered into by and between, the Port of Chelan County, a Washington municipal corporation (the "POCC"), the Chelan Douglas Regional Port Authority, a Washington municipal corporation (the "CDRPA"), and S.P.O.R.T. Wenatchee, LLC, a Washington limited liability company ("SPORT").

# EXHIBIT

## ARTICLE 1. INTRODUCTION

**1.1** The POCC is the owner of real property in Chelan County, Washington legally described as follows (the “Property”):

See Exhibit “A” which is attached hereto and incorporated herein by this reference.

**1.2** The POCC has delegated to the CDRPA the authority to negotiate and sign leases, enter into purchase and sale agreements, and to otherwise manage and make determinations regarding the Property on behalf of the POCC.

**1.3** As part of a transaction closing of even date herewith, this Declaration was negotiated and agreed upon by the CDRPA and SPORT and will govern the redevelopment of and future modifications to the Property.

**1.4** SPORT intends to develop the Property into a regional multi-use planned activity center, including restaurants, indoor recreation facilities, and retail space consistent with the plans attached as Exhibit “B”, which are incorporated herein by this reference (the “Plans”). The Plans have been approved by the CDRPA and a building permit has been issued by the City of Wenatchee based on the Plans.

**1.5** One of the primary goals of this Declaration is to restrict the alteration of the Property’s appearance and use and to establish covenants governing the common areas, exterior of the buildings on the Property, and changes in use over time.

**1.6** The POCC and the CDRPA (together the “Declarant”) does hereby declare and establish the following protective covenants, conditions, and restrictions (“Covenants”) that will run with the Property and be binding upon all present and future persons or entities owning, occupying or using the Property, in perpetuity. These Covenants are for the benefit of the POCC and the CDRPA and in furtherance of efforts to redevelop the property east of Columbia Street in Wenatchee, Washington acquired by the POCC in 2019.

**1.7** Nothing herein is intended to create an association of any kind or nature. Rather, this Declaration establishes certain agreed upon conditions and restrictions associated with the Property, giving the Declarant the right to enforce the Covenants against all owners of the Property in the event the conditions and restrictions set forth herein are breached or violated.

# EXHIBIT

## ARTICLE 2. DEFINITIONS

**2.1** “Building” means any building or structure on the Property including, but not limited to, the current structures on the Property and all additions and improvements thereto.

**2.2** “City” shall mean the City of Wenatchee, Washington.

**2.3** “Common Areas” means those exterior portions of the Property owned or maintained by the Developer, including all improvements thereto and thereon, for the common use or enjoyment of the Occupants, customers, visitors, and members of the public. Common Areas include sidewalk areas adjacent to the Buildings even if located in the City right-of-way and the Parking Area.

**2.4** “Declarant” shall collectively refer to the Port of Chelan County (the “POCC”) and the Chelan Douglas Regional Port Authority (the “CDRPA”).

**2.5** “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions Columbia Street North Node Property, recorded with the Chelan County Auditor, as it now exists or is hereafter amended.

**2.6** “Developer” or “SPORT” shall mean S.P.O.R.T., LLC, as the initial entity charged with the redevelopment, maintenance, operation and management responsibilities for the Buildings, Common Areas, and Parking Area.

**2.7** “Initial Development” shall mean construction and improvements necessary to alter the Property into a multi-use activity center based on the Plans.

**2.8** “Occupant” shall mean any Person from time to time entitled, directly or indirectly, to the use and occupancy of any portion of the Property under any lease, or other instrument or arrangement, with the Developer or other Lessee.

**2.9** “Owner” means the owner of record of the Property or any portion of the Property as documented by deed recorded with the Chelan County Auditor. The initial Owner upon the filing of this Declaration shall be SPORT.

**2.10** “Parking Area” means the area designated for the parking of vehicles east of the Buildings currently located on the Property, which is the subject of the Public Parking Easement recorded of even date herewith.

**2.11** “Person” shall mean, and includes, individuals, partnerships, firms, associations and corporations, or any other form of business or entity. The use of the singular includes the plural.



# EXHIBIT

**2.12** “Plans” are defined in Section 1.4, above.

**2.13** “Restaurant Facilities” shall mean the operation of a business that requires the preparation and service of food for on-site consumption by customers. Restaurant facilities exclude fast food restaurants or services (i.e. drive-through or drive-up, food or beverage service).

**2.14** “Retail Services” shall mean the sale of goods to customers.

**2.15** “Sport Activity Services” shall mean the use of space and equipment by individuals and groups desiring to participate in sport and exercise related activities available within the Buildings.

## ARTICLE 3. USE OF PROPERTY

**3.1** **Permitted Uses.** The Initial Development is designed and shall be constructed as a regional multi-use recreational facility limited to the following three (3) permitted uses: Retail Services (\_\_\_\_\_ square feet of usable space), Sport Activity Services (\_\_\_\_\_ square feet of usable space), and Restaurant Facilities (\_\_\_\_\_ square feet of usable space). The permitted uses are designated and located on Exhibit “B”. So long as the Developer is the sole Owner of the Property (or if all Owners agree, in writing), the Developer (or all Owners) may change the allocation of usable space for the three (3) permitted uses within the Buildings from time to time by providing the Declarant advance written notice of the proposed allocation of usable space (signed by all Owners); provided, however, that any such change, or combination of changes, that results in a change greater than twenty-five percent (25%) of any one of the three (3) categories of permitted uses as described in the Initial Development (Exhibit “B”) shall require the advance written approval of the Declarant. For example, if the amount of usable square footage designated as Retail Services as part of the Initial Development increases or decreases by more than \_\_\_\_\_ square feet (as part of a single change, or a sequence of changes over time, or as a result of a combination of changes), then the Declarant must approve the proposed change, in advance. The decision on whether to approve the requested change is committed to the sole discretion of the Declarant.

**3.2** **Prohibit Uses.** Other than permitted uses described in Section 3.1 and depicted on the Plans, all other uses of the Property are strictly prohibited including, but not limited to, warehousing, storage, manufacturing, industrial, or residential uses.

**3.3** **Amendment.** Notwithstanding anything to the contrary contained in this Declaration, upon the written request of the Owners owning more than seventy percent (70%) of the usable space within the Buildings on the Property (based on square footage set forth in the Plans), the Declarant may, but is not obligated to, amend the use restrictions and limitations set forth in this Declaration. Notice of the requested amendment shall be delivered by the

# EXHIBIT

requesting Owners to each Owner not participating in the written request (“Non-participating Owners”). The Non-participating Owners shall have thirty (30) days to provide written comment to the Declarant. The failure of any Non-participating Owner to timely provide written comment to the Declarant shall be deemed approval of the requested use amendment by that Non-participating Owner. Any amendment to this Article 3 of the Declaration shall be made in writing, signed by the Declarant and the Owners submitting the written request, and recorded with the Chelan County Auditor. The Owners submitting the written request agree to defend, indemnify and hold the Declarant harmless from any against any and all claims, of any kind or nature, related to or arising from any amendment recorded with the Chelan County Auditor under this Section 3.3, including, but not limited to, any claims asserted by the Non-participating Owner(s).

**3.4 Signs.** Signs affixed to a Building shall be limited to identifying the Owner or Occupant of the Building to which the sign is attached. Flashing, rotating, animated or billboard type are prohibited. No balloons or other floating material may be used outside of any Building. All signs must be constructed from durable, all weather material and must be maintained in first class condition, consistent with the original appearance of the sign when first installed. Signs must comply with all local rules and regulations.

**3.5 Outside Storage.** The outside storage of equipment, materials, supplies and the like is prohibited. Garbage, waste material and trash shall be maintained in an enclosed receptacle within a sight-obscuring fence or walled enclosure at the location depicted on the Plans.

## ARTICLE 4. INITIAL DEVELOPMENT; PLAN CONSISTENCY

The Initial Development must comply with the Plans and the building permit issued by the City of Wenatchee. Any material change to the Plans during the course of construction of the Initial Development must receive the advance, written approval of the Declarant (whether or not said changes requires the approval of the City of Wenatchee). All changes to the Plans, whether or not material, must be provided to the Declarant by the Developer prior to any construction activity associated with the proposed change. The Declarant shall have ten (10) business days to advise the Developer whether the Declarant considers the change to be material. If the CDRPA considers the change to be material, it shall notify the Developer, in writing (“material change notice”), within the ten (10) day period and the Declarant and the Developer shall immediately meet and discuss whether the proposed change will be approved by the Declarant. The Declarant shall provide a decision within ten (10) business days following the delivery of the material change notice as to whether the requested change is approved or denied, which decision is committed to the sole discretion of the CDRPA. Upon completion of the Initial Construction, the Parties agree to record an amendment to this Declaration, if necessary, to replace Exhibit “B” with a new Exhibit “B” that will contain all changes to the Plans, whether or not the changes are material (“Approved Modifications”).

# EXHIBIT

## ARTICLE 5. FUTURE CHANGES

Prior to commencing construction on any alteration, change or modification that will impact the exterior appearance of the Buildings on the Property or the Common Areas, the Owner(s) desiring the change shall submit to the Declarant the following documents: (a) plans and specification associated with said changes; (b) a depiction of the proposed changes (i.e. architectural renderings); (c) a construction schedule; and, (d) such other information as is reasonably requested by the Declarant. Within twenty (20) business days following receipt of all required or requested documentation, the Declarant shall consider the request at an open public meeting. At the open public meeting, the Declarant may, in its sole discretion: (i) approve the changes as requested, (ii) approve the changes, in whole or in part, with modifications and conditions, or (iii) deny the request. If additional information is necessary or further deliberation is requested by the Declarant at the initial public meeting, the Declarant may continue the matter to a future open public meeting to be held within twenty (20) business days of the initial public meeting.

## ARTICLE 6. MAINTENANCE OF PROPERTY

**6.1 Maintenance of Common Areas.** The Developer shall manage, maintain, repair and replace the Common Areas in a first-class condition. Such operation and maintenance obligations shall include: (i) regular removal of paper, debris, and trash to the extent necessary to keep the Common Areas clean and orderly; (ii) snow and ice removal; (iii) maintaining, replacing and repairing all signage, plants, lighting, and utilities located on the Common Areas; (iv) sweeping, repairing, and striping the Parking Area at regular intervals, and (v) any other items of repair, replacement and maintenance that are necessary from time to time to properly maintain the Common Areas, in a first-class condition. Maintenance of the Parking Area shall further comply with the Public Parking Easement recorded simultaneously with this Declaration.

**6.1.1** Sidewalks shall be maintained, repaired and replaced to remove any of the following conditions: vertical or horizontal displacement of one-half inch or greater, settlement or heaving of sidewalk causing water to pond, excessive cross-slopes (including those caused by tree roots), chipped or spalled surfaces, violations of any City of Wenatchee code provisions, and the like. Any condition in the sidewalk violating this section shall be remedied by the Owners within sixty (60) days after receipt of a Notice to Repair from the Declarant.

**6.2 Maintenance of Exterior of Buildings.** The Developer shall maintain, repair and replace the exterior of the Buildings in a first-class condition consistent with the Plans (as may be modified pursuant to this Declaration). Such maintenance obligations shall include: (i) exterior Building maintenance, repair, and replacement including exterior walls, siding, windows, doors, and roof of the Buildings; (ii) painting and pressure washing the exterior of the Buildings at regular intervals (pressure washing at least annually); (iii) maintenance, upkeep and replacement

# EXHIBIT

of landscaping; (iv) keeping any exterior signage for the Building in good, like new, appearance; and, (v) maintenance, repair and replacement of exterior lighting (lighting elements shall be immediately replaced when no longer functioning properly). If the Declarant determines that this Section 6.2 has been violated, the Declarant shall provide the Owners a written "Notice of Repair" which shall be remedied by the Owners within sixty (60) days after receipt of a Notice to Repair from the Declarant. All work shall comply with code provisions.

## **ARTICLE 7. DAMAGE**

In the event the Common Areas or Buildings are damaged, the Owner(s) will diligently repair and restore the area to its pre-damaged state with due diligence, consistent with the Plans and Approved Modifications, unless otherwise agreed upon by the Owners and the Declarant, in writing (and recorded with the Chelan County Auditor, including any changes that may be necessary to Exhibit "B"). Once works commences on the restoration, the work must continue until completed, without delay. All insurance proceeds shall be dedicated to the restoration of the Property. If the repair or restoration will take longer than six (6) months to complete, the Owners must provide the Declarant with monthly updates on the status of the repair and restoration work, commencing sixty (60) days after the event. If the repair and restoration cannot be completed within one (1) year after the event, the schedule for complete restoration must be approved by the Declarant within sixty (60) days after the event.

## **ARTICLE 8. INSURANCE**

The Owners shall continuously maintain commercial general liability insurance endorsed to cover personal injury, death and property damage arising from the acts or omissions of the Owners or their agents or employees, arising on the Property. Such commercial liability insurance shall afford protection to the limit of not less than One Million and No/100 Dollars (\$1,000,000) for death, bodily, personal injury, or property damage to one or more persons, for each occurrence.

The Owners shall maintain an all risk general commercial policy of standard fire and commercial liability insurance with extended coverage in an amount equal to the full replacement value of the Buildings and the Property.

Owners shall furnish, upon demand by Declarant, a certificate of insurance, evidencing that the insurance required to be carried by Owners is in full force and effect.

## **ARTICLE 9. REMEDIES.**

**9.1 Remedies Generally.** If any Owner defaults on any provisions of this Declaration then any non-defaulting Owner, or the CDRPA, may institute legal action against the defaulting Purchase and Sale Agreement

# EXHIBIT

Owner for specific performance, injunction, declaratory relief, or damages. The remedies provided in this Section are in addition to any remedies available under applicable law. Exercise of one remedy shall not be deemed to preclude exercise of other remedies for the same default.

**9.2 Waiver of Default.** No waiver of any default under this Declaration shall be implied from any decision to take no action with respect to a default of another.

**9.3 Attorney's Fees.** In the event of any action taken to enforce any provision or right hereunder, the non-prevailing party in such action shall pay to the prevailing party all reasonable attorney's fees and costs incurred in connection with such action, including fees and costs incurred in an appeal.

**9.4 Enforcement.** The Covenants set forth in this Declaration apply only to the Property and may be enforced only by the Declarant and the Owners. These Covenants are perpetual and run with the land, subject to the Port's right of modification and amendment as set forth within these Covenants. The Declarant is under no obligation to enforce this Declaration. In the event the Declarant does not enforce compliance with any of the provisions of this Declaration upon having notice of any noncompliance shall in no event be deemed a waiver of the Declarant's right to do so thereafter, but shall merely be deemed a waiver of the Declarant's right to enforce compliance prior to actually doing so. Under no circumstances shall the Declarant have any responsibility or liability to any Owner, Occupant or any third party for failure to enforce this Declaration. In seeking compliance with this Declaration, the Declarant shall have no liability for injury or damage to any property of any Owner or Occupant occasioned by another Owner's or Occupant's failure to comply with the Covenants, or the Port's action to obtain compliance with this Declaration.

## ARTICLE 10. MISCELLANEOUS.

**10.1 Governing Law.** This Declaration is governed by the laws of the state of Washington. The jurisdiction and venue of any action hereunder shall be in the Superior Court, Chelan County, Washington.

**10.2 Not a Public Dedication.** Nothing herein contained shall be deemed to be a dedication of any portion of the Property to the general public, or for any public purpose whatsoever. It is the Declarant's intent that this Declaration shall be strictly limited to and for the purposes herein expressed.

**10.3 Duration.** This Declaration and each condition, covenant and restriction contained herein shall be perpetual in duration and shall run with the land, binding on the present and future Owners of the Property.

# EXHIBIT

**10.4 Effective Date.** This Declaration shall take effect upon recording with the Chelan County Auditor.

APPROVED BY S.P.O.R.T. WENATCHEE, LLC

APPROVED BY THE CHELAN DOUGLAS  
REGIONAL PORT AUTHORITY

By: **EXHIBIT** \_\_\_\_\_  
Flint Hartwig, Authorized Member

By: **EXHIBIT** \_\_\_\_\_  
James M. Kuntz, Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED BY THE PORT OF CHELAN  
COUNTY

By: **EXHIBIT** \_\_\_\_\_  
James M. Kuntz, Executive Director

Date: \_\_\_\_\_

# EXHIBIT

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Flint Hartwig is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as an Authorized Member of S.P.O.R.T. Wenatchee, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2021.

## EXHIBIT

\_\_\_\_\_ (Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_ )

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

Dated: \_\_\_\_\_, 2021.

## EXHIBIT

\_\_\_\_\_ (Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires \_\_\_\_\_

**EXHIBIT**

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

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

Dated: \_\_\_\_\_, 2021.

**EXHIBIT**  
\_\_\_\_\_  
\_\_\_\_\_  
(Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires \_\_\_\_\_



# EXHIBIT

## EXHIBIT "A" Legal Description

Tax Parcel No. 222003925060:

THE SOUTHERLY 60 FEET OF LOT 1, AND ALL OF LOTS 2, 3, 4 AND 5, ALL IN BLOCK 3, WAREHOUSE ADDITION TO WENATCHEE, CHELAN COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 38.

Tax Parcel No. 222003440200:

THAT PORTION OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) ORIGINAL 400.00 FOOT WIDE STATION GROUND PROPERTY AT WENATCHEE, BEING 250.00 FEET WIDE ON THE EASTERLY SIDE AND 150 FEET WIDE ON THE WESTERLY SIDE OF SAID RAILWAY COMPANY'S MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED UPON, LYING NORTHERLY OF THE NORTHEASTERLY EXTENSION OF THE RIGHT OF WAY FOR THE 90.00 FOOT WIDE ORONDO AVENUE, OVER AND ACROSS THE SOUTHEAST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 10, ALL IN TOWNSHIP 22 NORTH, RANGE 20, EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE MOST EASTERLY CORNER OF LOT 5, BLOCK 5, WAREHOUSE ADDITION TO WENATCHEE, WASHINGTON, ACCORDING TO THE RECORDED PLAT THEREOF;

THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF SAID LOT 5, A DISTANCE OF 80.00 FEET;

THENCE NORTHWESTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF SAID BLOCK 5, A DISTANCE OF 190.00 FEET;

THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE 45.00 FEET, MORE OR LESS, TO A POINT BEING 25.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID MAIN TRACK CENTERLINE; THENCE NORTHWESTERLY PARALLEL WITH SAID MAIN TRACK CENTERLINE TO THE INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 20.00 FEET SOUTHWESTERLY, AS MEASURED AT RIGHT ANGLES FROM SAID RAILWAY COMPANY'S MOST SOUTHWESTERLY LADDER TRACK CENTERLINE;

THENCE NORTHWESTERLY PARALLEL WITH SAID LADDER TRACK CENTERLINE TO THE INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF PALOUSE STREET, ACCORDING TO THE RECORDED PLAT OF WENATCHEE, WASHINGTON;

THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF PALOUSE STREET 85.00 FEET, MORE OR LESS, TO THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 3 OF WAREHOUSE ADDITION TO WENATCHEE;

THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINES OF BLOCKS 3, 4 AND 5 OF SAID WAREHOUSE ADDITION, A DISTANCE OF 1,510.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE RIGHT OF WAY FOR 90.0 FOOT WIDE ORONDO AVENUE.

Ptn of Tax Parcel No. 222003400050

LOT 1, BLOCK 3, WAREHOUSE ADDITION TO WENATCHEE, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPT THE SOUTHERLY 60 FEET THEREOF.

# EXHIBIT

EXHIBIT "B"  
Approved Plans for Property



# EXHIBIT



# EXHIBIT



# Memo

**To:** Board of Directors

**From:**  Jim Kuntz

**cc:** None

**Date:** February 4, 2021

**Re:** Fibro Property Purchase

---


The Board will be asked to authorize the CEO to proceed with signing all necessary documents to purchase the Fibro property located within the Batterman Business Park in Douglas County.

The transaction details are as follows:

- Acreage – 26.33
- Zoning – General Industrial
- Purchase Price - \$1,600,000 or \$1.40 per sq. ft.
- Phase I Environmental Assessment completed
- Utilities adjacent to the site

Stacie will provide additional details at Tuesday's meeting.

# Memo

**To:** Board of Directors  
**From:**  Jim Kuntz  
**cc:** None  
**Date:** February 4, 2021  
**Re:** Lojo Property – Orchard Lease

---

We have finally found an interested party (Andy Feil) to lease the orchard. Please find attached the orchard lease. Rent will be \$850.00 per acre per year for the property with orchard on it, which equals to \$18,139 in annual rent.

An important provision of this lease is our early termination rights as we have strong interest in this property for economic development related projects.

This lease is within my authority to sign. Just wanted to keep you informed.

## ORCHARD LEASE AGREEMENT

THIS ORCHARD LEASE AGREEMENT is entered into effective as of the date of the last signature hereto by and between CHELAN DOUGLAS REGIONAL PORT AUTHORITY, a Washington municipal corporation (“Landlord”), and ANOTHER LLC, a Washington limited liability company (“Tenant”). The parties agree as follows:

### RECITALS

- A. The Port of Chelan County (the “Port”) owns real property located in Chelan County, Washington, and legally described on Exhibit “A”, which is attached hereto and incorporated herein by this reference (the “Property”). The Property includes approximately 4.03 acres of existing Coral Champagne Cherry orchard, approximately 17.31 acres of existing Rainier, Bing and Lapin Cherry orchard, and a 1,728 square foot metal-sided garage/shop as depicted on Exhibit “B”, which is attached hereto and incorporated herein by this reference (that portion of the Property containing the orchard and shop is hereafter referred to as the “Leased Premises”).
- B. The Port has delegated to the Chelan Douglas Regional Port Authority (“CDRPA”, also referred to herein as the Landlord) the authority to negotiate and sign leases, and to otherwise manage and operate the Property on behalf of the Port.
- C. Tenant desires to lease the Leased Premises on the terms and conditions set forth herein.

### AGREEMENT

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

1. **Recitals and Exhibits.** The above-referenced recitals and all exhibits attached hereto are incorporated herein by this reference as binding commitments of the Parties.
2. **Leased Premises.** Landlord hereby leases to Tenant, and Tenant leases from Landlord, upon the terms and conditions included in this Lease, the Leased Premises.
3. **Term of Lease; Early Termination.** The term of this Lease shall commence on February 15, 2021, and terminate following the customary steps to winterize the Leased Premises after harvest of the 2025 crop, but in no event later than October 31, 2025; subject to the following early termination right: Landlord reserves the right to terminate the Lease prior to the end of the term by providing Tenant written notice of termination at any time between July 1<sup>st</sup> and November 30<sup>th</sup> of any year, in which event the lease shall terminate on December 31<sup>st</sup> of the same year (for example, if Landlord provides a written notice of termination on August 1, 2022, then the Lease shall terminate on December 31, 2022). In the

event Landlord terminates the Lease prior to the end of the term as set forth herein, the Tenant shall continue to care for the Leased Premises consistent with this Lease through the end of the year in question.

**4. Rent.** Tenant shall pay to Landlord as annual rent during the term of this Lease an amount equal to Eighteen Thousand One Hundred Thirty Nine and No/100 Dollars (\$18,139.00), due on or before May 1<sup>st</sup> of each crop year commencing May 1, 2021. Rent shall in no manner be dependent upon, affected by or offset due to Tenant's return on crops grown.

**5. Net Lease.** This Lease is intended to be net to the Landlord. Tenant shall pay all costs and expenses related to the Leased Premises and the farming of the orchard thereon, including without limitation all irrigation and water assessments, all maintenance, repair, replacement and winterization of the irrigation system (including the well, pump and electrical service), personal property taxes for the Leased Premises, all utilities serving the Leased Premises (specifically, the Tenant shall place the PUD meter for the irrigation well and the shop in its name and make payments directly to the PUD), insurance required by Section 21, the cost of pruning, spraying, thinning, fertilizing, propping, harvesting, packing, storing, and selling the crops and other necessary expenses required to maintain the orchard and Leased Premises consistent with sound and accepted horticultural and farming practices. Tenant shall reimburse Landlord for property and crop insurance as set forth in Section 21.5.7, below.

**5.1 Leasehold Tax.** In addition to all other charges called for in this Lease, including Rent, Tenant shall pay to Landlord each month such sums as may be required by law, and from which Tenant is not exempt, for payment of leasehold tax or required by the state of Washington or other tax entity, as such laws now exist or as they may hereafter be amended, such leasehold tax currently being 12.84%.

**5.2 Security Deposit.** Upon execution of this Lease, the Tenant shall deposit and maintain with Landlord a security deposit in the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) in the form of cash or other deposit acceptable to Landlord. The security deposit shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of the Lease, and not as a prepayment of rent. The security deposit shall be placed in an account of Landlord's choice and the interest, if any, that accrues on said account, shall belong to the Landlord.

**6. Management and Use of Leased Premises.** The Tenant may use the Leased Premises for the purpose of operating and managing the orchard (the Landlord will maintain that Portion of the Property not included in this Lease. See Exhibit B). Tenant specifically agrees to timely and properly care for and maintain said orchard in a good and sound manner, all in accordance with the best horticultural and orchard management practices prevailing in central Washington. Tenant shall provide and maintain the equipment and materials for farming the Leased Premises. The garage/shop located on the Leased Premises shall be used solely for storage of orchard supplies and equipment. Tenant is prohibited from storing personal equipment or other personal property not necessary for the upkeep and maintenance of the orchard on the



Leased Premises. At the entrance of the Property there are two (2) locked gates. All gates are to be kept closed and locked by Tenant at the end of each day.

**7. Crops.** Tenant hereby grants to Landlord a security interest in all of the crops grown on the Leased Premises, and the products and proceeds thereof, which may now, or at any time hereafter, be located upon or in the Leased Premises or be harvested therefrom to secure its obligations to Landlord hereunder, including, without limitation, the obligation to pay rent. Tenant agrees, if requested by Landlord, to execute and record the necessary documents to evidence Landlord's security interest in said crops and the profits and proceeds thereof.

**8. Utilities.**

**8.1** Tenant shall make all arrangements and be solely responsible for the following utilities: electricity, telephone, cable and fiber.

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

**9. Spray and Chemical Application Records.** On or before November 30<sup>th</sup> of each year, Tenant shall provide Landlord a record detailing the types of sprays, compounds, fertilizer, and chemicals used on the Leased Premises and the application rates.

**10. Hunting.** Landlord expressly prohibits hunting on the Leased Premises. Further, Tenant agrees that Tenant or anyone acting by or through the Tenant shall not use, or allow the use of, the Leased Premises as access to other property (whether the other property is adjacent or not) for hunting or for any other purpose.

**11. Overnight Stays.** Landlord hereby expressly prohibits any overnight stays at the Leased Premises.

**12. Tenant's Acceptance: AS-IS NO WARRANTY.** Landlord recently purchased the Property and has not operated the orchard thereon. Tenant accepts the Leased Premises in AS-IS, WHERE IS condition without any representation or warranty, of any kind or nature, express or implied, either oral or written, made by Landlord or anyone acting on Landlord's behalf. Tenant's acceptance is based solely on Tenant's own inspection and investigation of the Leased Premises. Tenant releases Landlord from any responsibility for any representation that may have been made to the Tenant about the Leased Premises that is not specifically set out in this Lease. In no event shall the Landlord be liable for any defect, of any kind or nature, in the orchard or the Leased Premises, any service thereto. TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD HAS

NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE ORCHARD, IRRIGATION SYSTEM OR SUITABILITY FOR COMMERCIAL PURPOSES, MERCHANTABILITY, POTENTIAL USE OF THE LEASED PREMISES, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, ALL OF WHICH WARRANTIES AND REPRESENTATIONS LANDLORD HEREBY EXPRESSLY DISCLAIMS.

**13. Management of Lease and Property.** As set forth in the Recitals, the POCC has delegated certain authority to the CDRPA. So long as the delegation to the CDRPA remains in effect, the CDRPA shall be the "Landlord" for purposes of this Lease. If the delegation to the CDRPA terminates, then the Port shall automatically become the Landlord for purposes of this Lease without the approval or consent of the Tenant. Nevertheless, Tenant shall name the Port and CDRPA, their officers, officials, employees, and volunteers as additional insureds as required by Section 21, below, and agrees to indemnify the Port to the same extent as the Landlord as set forth in Section 20 of the Lease. So long as the delegation to the CDRPA remains in effect, the Tenant shall look to the CDRPA for the performance of all obligations under this Lease and agrees that the Port shall have no liability arising from the CDRPA's actions or inactions under the Lease. The CDRPA represents and warrants that it has full authority to execute this Lease and to act on behalf of the Port with respect to the Lease.

**14. Right of Entry.** The Landlord and its representatives may enter the Leased Premises at any time, and without prior notice, for any purpose, including, but not limited to, performing any work which the Landlord elects or is required to undertake or which is made necessary by reason of the Tenant's default under the terms of this Lease, exhibiting the Leased Premises for sale, lease, or posting notices.

**15. Default and Re-Entry.**

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

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

**15.3** At Landlord's sole option, the deficiency between the amount to be received by the relet and the amount to be received if Tenant had fulfilled the Lease may be reduced to present

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

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

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

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

**15.5.2** The abandonment or vacation of the Leased Premises by the Tenant.

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

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

**15.5.5** A general assignment by Tenant for the benefit of creditors.

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

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

**17. Alterations and Improvements; Removal.** Tenant shall not make changes, improvements and/or alterations to the Leased Premises without the advance written consent of the Landlord.

**18. Vacating Upon Termination.** Tenant covenants and agrees that upon the expiration of the Lease, or upon the termination of the Lease (including the early termination thereof), Tenant shall at once peacefully surrender and deliver the whole of the above-described Leased Premises together with all improvements, thereon to the Landlord or Landlord's agents or

assigns, unless Tenant shall have expressly acquired from Landlord the right to remain through another written extension of this Lease.

**19. Damage or Destruction.** All damage or injury done to the Leased Premises by Tenant, or by Tenant's employees, agents, invitees, licensees, or anyone acting by, through, or with the permission of the Tenant, shall be paid for by Tenant. If the Leased Premises are partially destroyed or damaged by fire or any other casualty through no fault of Tenant to the extent that the cost of repairing the damage to the Leased Premises exceeds \$20,000, either Landlord or Tenant may terminate this Lease by notice in writing to the other within thirty (30) days after the destruction or damage. Notwithstanding the foregoing, Landlord may, in Landlord's sole discretion, agree in writing within thirty (30) days after the destruction to pay the uninsured portion of the cost of repair, in which case the Lease shall not terminate. The notice shall be effective thirty (30) days after receipt. If the damage or destruction by fire or any other casualty is less than \$20,000, then the Tenant shall pay for the costs to repair and restore and shall immediately commence said restoration and constantly continue the work with due diligence until completed; provided that all restoration work shall be approved by the Landlord in writing, in advance.

**20. Hold Harmless and Indemnity.**

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

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

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

**21. Insurance.**

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

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

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

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

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

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

**21.5.1 Additional Insured Status.** The Landlord, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Tenant, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Tenant's insurance (at least as broad as ISO Form CG 20 10.)

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

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

**21.5.4 Waiver of Subrogation.** Tenant hereby grants to Landlord a waiver of any right to subrogation which any insurer of said Tenant may acquire against the Landlord by

virtue of the payment of any loss under such insurance. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Landlord has received a waiver of subrogation endorsement from the insurer.

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

**21.5.6 Verification of Coverage.** Tenant shall furnish the Landlord with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declaration and Endorsement Page of the CGL policy listing all policy endorsements to Landlord. However, failure to obtain the required documents prior to the work beginning shall not waive the Tenant's obligation to provide them. Landlord reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. The Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure such insurance on Tenants behalf and charge Tenant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand.

**21.5.7 Property and Crop Insurance.** Landlord maintains an "all risk" or equivalent policy of property insurance for the Property. Landlord also acquired crop insurance for the 2021 crop (at the 70% level) through Ace Property and Casualty Insurance Company (serviced by Rain and Hail, LLC, a Chubb Company). Landlord shall exercise best efforts to transfer the crop insurance policy to the Tenant; provided the Tenant shall pay all insurance premiums (and reimburse the Landlord for premiums already paid for the 2021 crop year). Tenant shall obtain crop insurance for future crop years at the same level (or better) than the insurance obtained by the Landlord described above, with an insurance company acceptable to Landlord.

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

**22. Removal of Property.** If the Landlord, after Tenant's default, lawfully re-enters the Leased Premises, Landlord shall have the right, but not the obligation, to remove all property, not encompassing an addition, alteration or improvement as set out in Section 17 above, located therein and to place such property in storage at the Tenant's expense and risk. If the Tenant does not pay the storage cost, after it has been stored for a period of thirty (30) calendar days or more and after giving Tenant ten (10) days written notice of sale, Landlord may, at its sole discretion, sell, or permit to be sold, any or all of the property at public or private sale. At Landlord's option, title to such property shall be vested in the Landlord without any duty to account or pay to Tenant for the value of the property.

**23. Condemnation.** If the Leased Premises are taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date of possession by said public authority, subject to the terms of this Section 23.

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

**23.2 Award.** No award for any partial or entire taking shall be apportioned. However, the Tenant will not be required to give or assign the Landlord any interest in any award made to the Tenant for the taking of personal property and fixtures belonging to the Tenant or for the interruption or damage to Tenant's business or for relocation.

**24. No Right to Assign or Encumber.** The Tenant shall not assign, sublet, or encumber the Leased Premises or any part thereof, without the Landlord's prior written consent.

**25. Holdover.** If Tenant, with the implied or expressed consent of Landlord, shall holdover after the expiration or termination of this Lease, Tenant shall remain bound by all the terms and conditions of this Lease, except that the Tenant shall be required to pay monthly rent in the amount of \$2500 per month, due in advance on the first day of each month, unless otherwise agreed by the Parties in writing.

**26. Binding on Heirs, Successors and Assigns.** All the covenants, agreement terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, except as may be provided to the contrary in other sections of this Lease.

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

**28. Attorney's Fees.** In the event it is necessary for either party to retain the services of an attorney to enforce the provisions of this contract, to pursue an unlawful detainer action, or in the event of litigation regarding the terms of this contract, the substantially prevailing party shall be entitled to recover from the other its costs and reasonable attorney's fees in addition to other relief.

**29. TIME.** TIME IS OF THE ESSENCE IN THIS LEASE.

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

the Tenant to pay the particular part of the rent accepted, regardless of the Landlord's knowledge of the proceeding breach at the time of the acceptance of that part of the rent.

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

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

**33. Governing Law.** This Lease shall be governed by the law of the state of Washington and venue for any action arising from this Lease shall be Chelan County, Washington.

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

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

[The remainder of this page left blank intentionally]



Notices shall be given to the following addresses, or such other addresses as the Parties may designate in writing to the other, in conformity with the terms of this Section 35:

Landlord:  
Chelan Douglas Regional Port Authority  
Attn: Chief Executive Officer  
One Campbell Parkway, Suite A  
East Wenatchee, WA 98802

Tenant:  
Another LLC  
Attn: Andy Feil  
PO Box 437  
Rock Island, WA 98850  
(509)860-4928  
Email: [andy@westerntradersllc.com](mailto:andy@westerntradersllc.com)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

LANDLORD:

TENANT:

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

ANOTHER LLC

By: \_\_\_\_\_  
James M. Kuntz, Chief Executive Officer

By: \_\_\_\_\_  
Andy Feil, Managing Member

STATE OF WASHINGTON     )  
  )ss.  
County of \_\_\_\_\_)

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

Dated: \_\_\_\_\_, 2021.

\_\_\_\_\_  
\_\_\_\_\_) (Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON     )  
  )ss.  
County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that Andy Feil is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Managing Member of Another LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2021.

\_\_\_\_\_  
\_\_\_\_\_) (Printed name)  
NOTARY PUBLIC, state of Washington  
My appointment expires \_\_\_\_\_

**PERSONAL GUARANTEE**

The undersigned hereby personally guarantees each and every commitment of Another LLC, as set forth in the Orchard Lease Agreement between the Chelan Douglas Regional Port Authority and Another LLC. Specifically, and not by way of limitation, the undersigned individually personally guarantees the performance of all of the financial terms and conditions of the foregoing Orchard Lease Agreement. The undersigned waives presentment and the right to receive any notice of default. The undersigned agrees and acknowledges that in the event of a default as set forth in said Orchard Lease Agreement by Another LLC, the undersigned will be jointly and severally liable for the entire sums owed the Chelan Douglas Regional Port Authority, including principal, interest, costs and fees, all as set forth in the Orchard Lease Agreement.

The undersigned acknowledge and agree that but for this personal guarantee, the Chelan Douglas Regional Port Authority would not agree to enter said Orchard Lease Agreement.

DATED \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Andy Feil

**EXHIBIT "A"**  
**Legal Description of the Leased Premises**

That portion of Section 35, Township 22 North, Range 21 E.W.M., situate in the County of Chelan, State of Washington, more particularly described as follows:

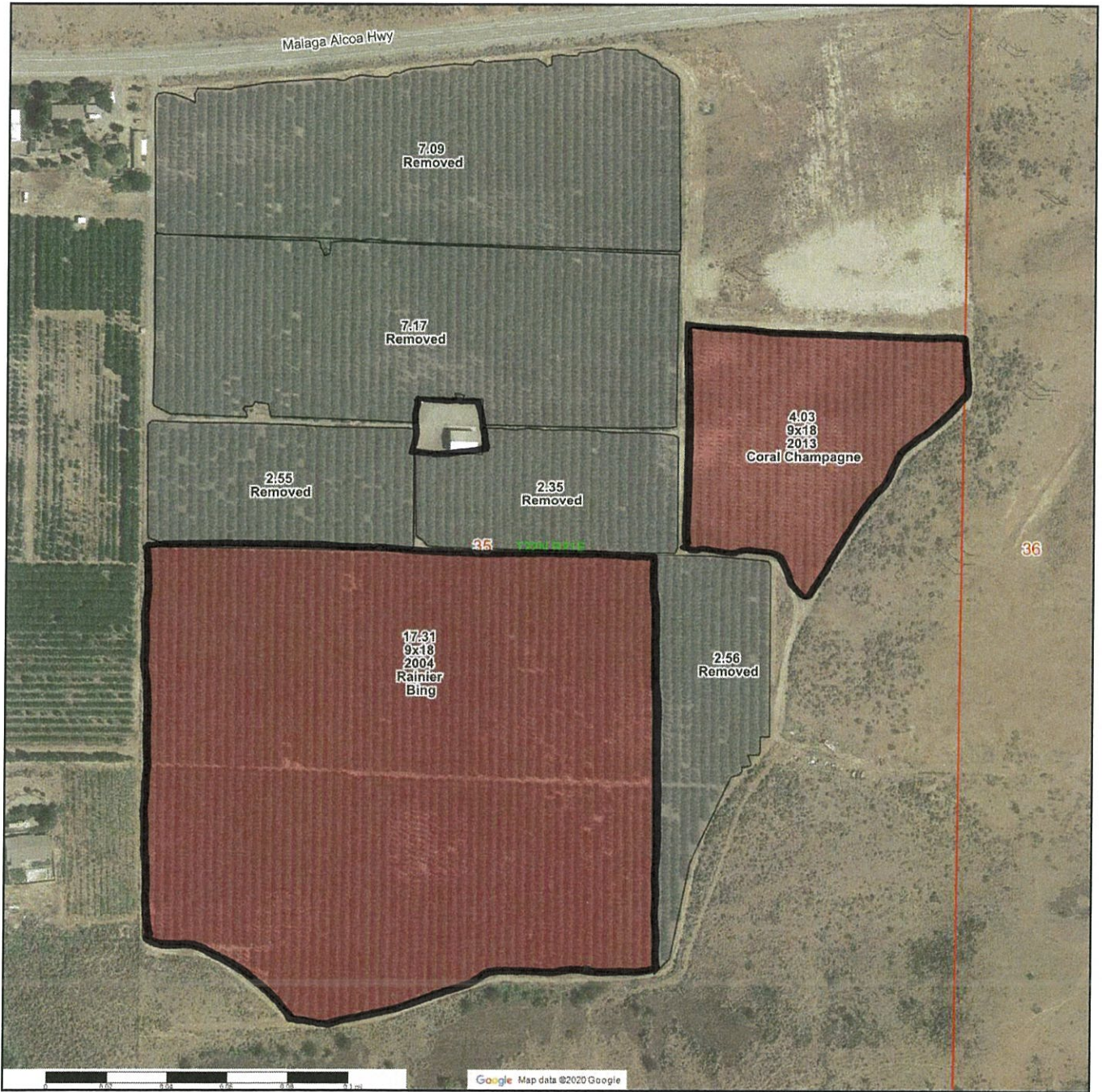
All of the Northeast quarter of said Section 35 lying Southerly of Chelan County Highway No. 1, EXCEPT the Westerly 1130 feet of said subdivision.


Exhibit "B"  
Depiction of Leased  
Premises

Chelan Douglas Regional Port Authority  
CDRPA Orchard

CHELAN, WA  
T22N R21E section 35


Page 1 of 1 Crop Year:2021 Date Printed:11/17/2020



 = Leased Premises

**Chelan Douglas Regional  
Port Authority**

# Memo

**To:** Board of Directors  
**From:**  Jim Kuntz  
**cc:** None  
**Date:** February 4, 2021  
**Re:** Chelan Airport – Blue Ribbon Panel

---

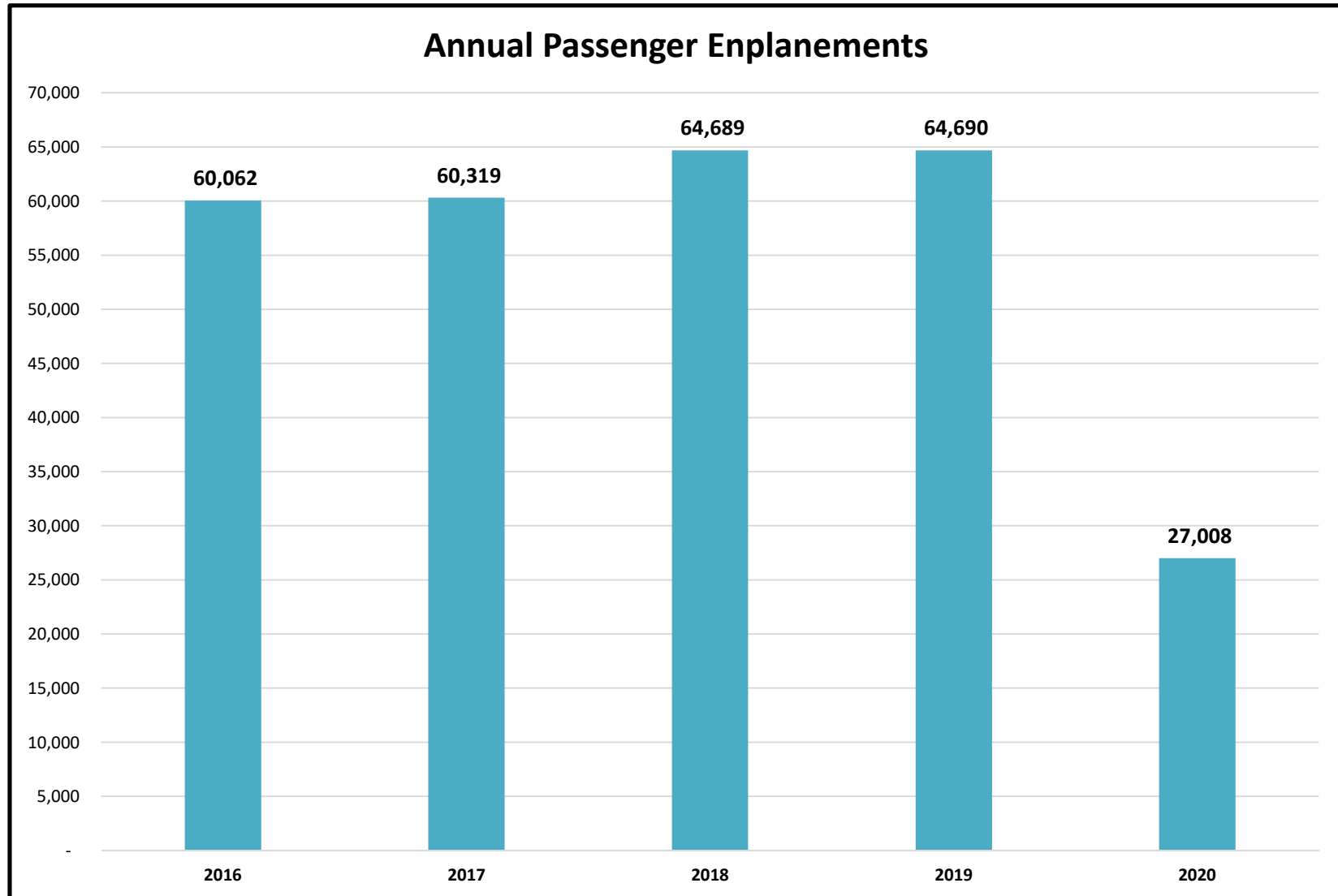
The Regional Port needs to select (3) members to serve on this Blue Ribbon Panel. Names to consider are as follows:

Kelly Allen	Insurance
Mike Cooney	Vogue/Chelan Housing Trust
Lester Cooper	Lake Chelan Rotary
Guy Evans	Realtor
Art Campbell	Campbell's Resort
Adam Rynd	Caldwell Banker
Krysta Westmoreland	The Meat Shop
Mistaya Courtney Johnston	The Riverwalk Inn
Brun Garfoot	Lady of the Lake
Garth Donald	Stormy Mountain Brewing
Bob Doggett	Local Myth Pizza



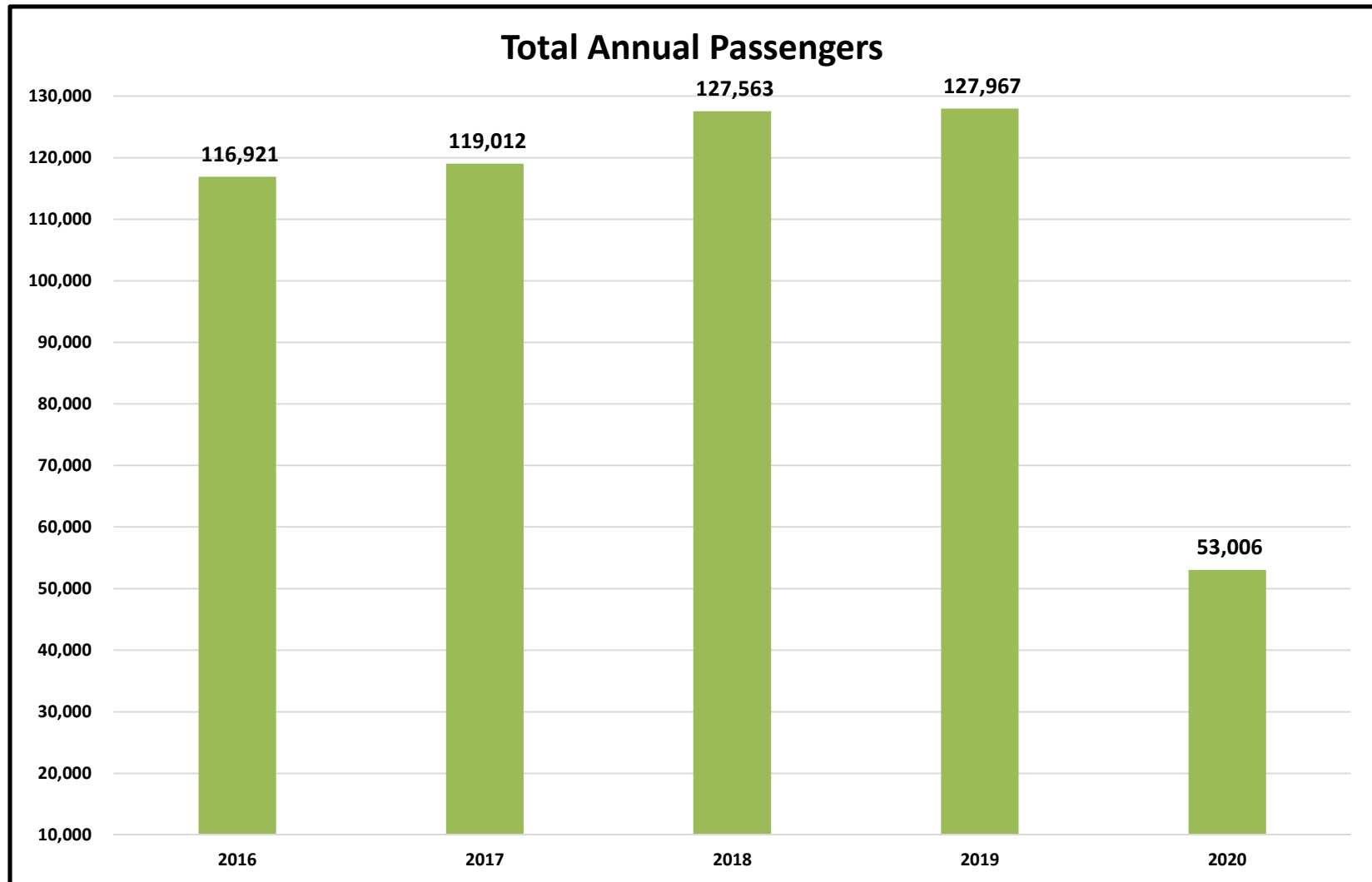
## **2020 Activity Report**

# Pangborn Memorial Airport

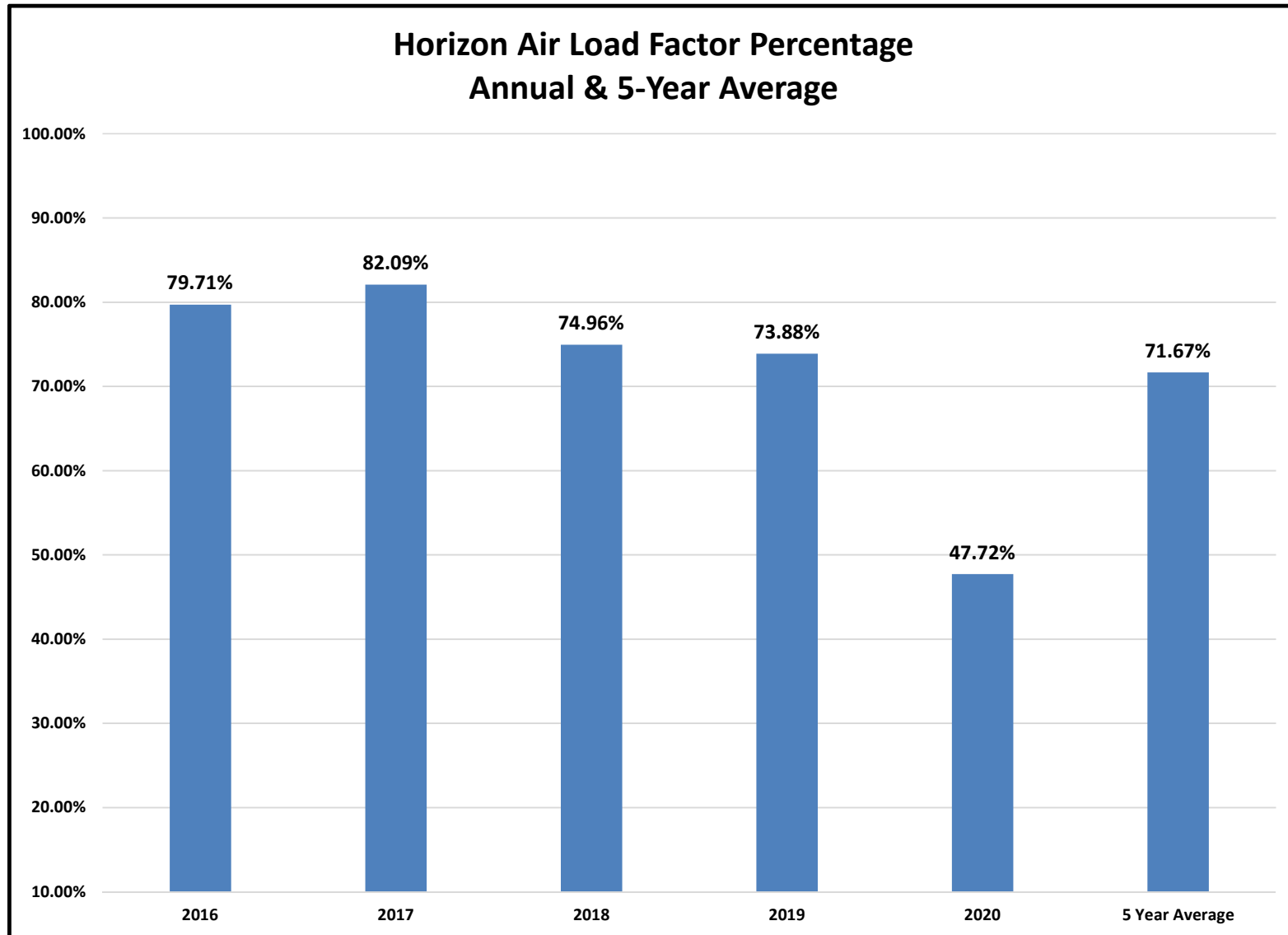




# Pangborn Memorial Airport



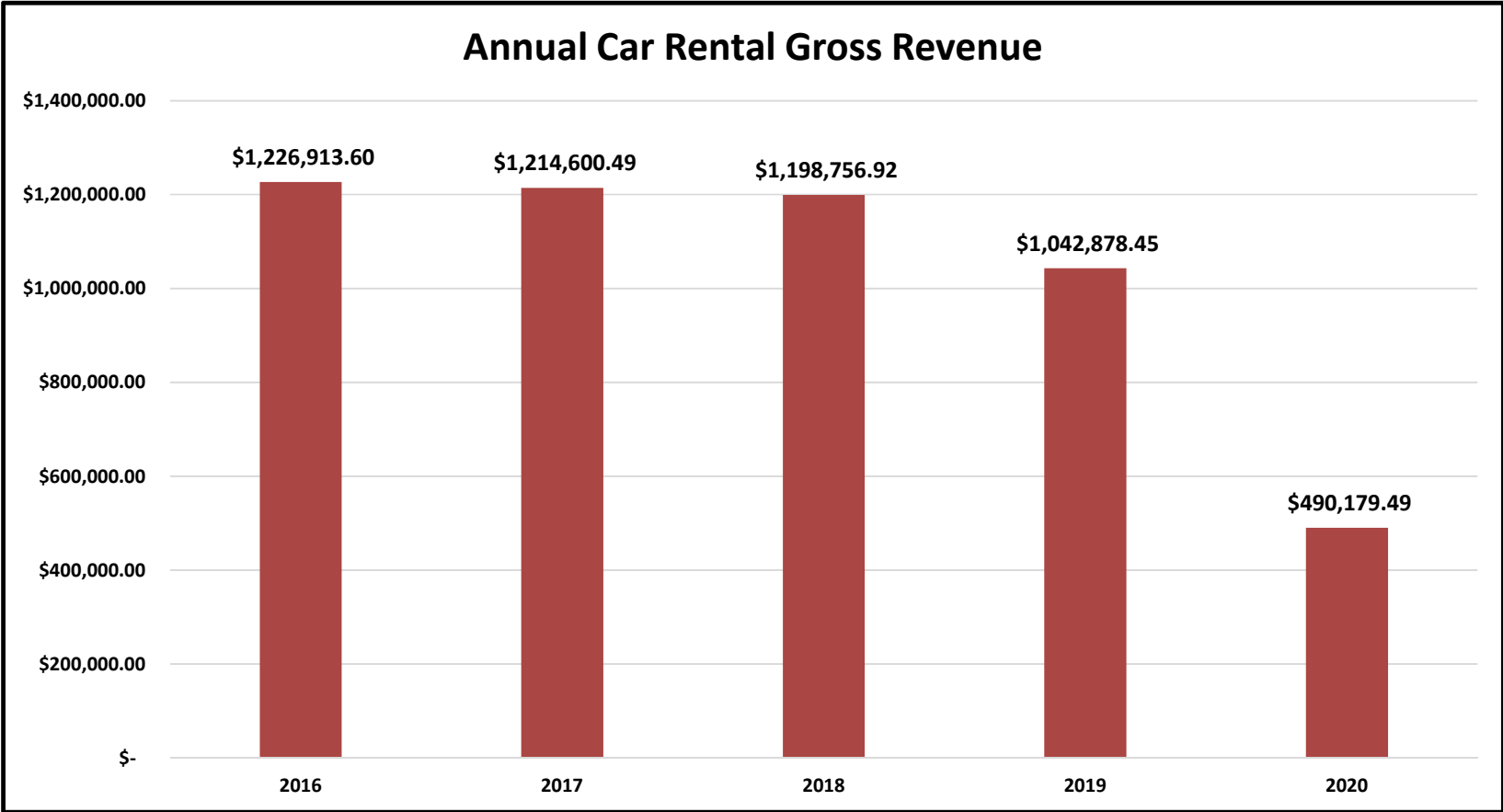
# Pangborn Memorial Airport



## Pangborn Memorial Airport

HORIZON AIR MONTH	2019 PASSENGERS			2020 PASSENGERS			% 2020 Vs 2019		
	On	Off	Total	On	Off	Total	On	Off	Total
Jan	4,831	4,526	9,357	4,957	4,510	9,467	102.6%	99.6%	101.2%
Feb	4,331	4,123	8,454	4,640	4,586	9,226	107.1%	111.2%	109.1%
Mar	5,173	5,276	10,449	2,235	2,929	5,164	43.2%	55.5%	49.4%
Apr	4,624	4,941	9,565	186	215	401	4.0%	4.4%	4.2%
May	5,168	5,412	10,580	517	517	1,034	10.0%	9.6%	9.8%
Jun	5,888	5,808	11,696	1,031	959	1,990	17.5%	16.5%	17.0%
Jul	6,180	6,276	12,456	1,503	1,425	2,928	24.3%	22.7%	23.5%
Aug	5,701	5,617	11,318	2,297	2,075	4,372	40.3%	36.9%	38.6%
Sep	5,213	4,791	10,004	2,001	1,831	3,832	38.4%	38.2%	38.3%
Oct	5,413	5,038	10,451	2,596	2,235	4,831	48.0%	44.4%	46.2%
Nov	5,674	5,356	11,030	2,548	2,347	4,895	44.9%	43.8%	44.4%
Dec	6,494	6,113	12,607	2,497	2,369	4,866	38.5%	38.8%	38.6%
<b>TOTALS</b>	<b>64,690</b>	<b>63,277</b>	<b>127,967</b>	<b>27,008</b>	<b>25,998</b>	<b>53,006</b>	<b>41.7%</b>	<b>41.1%</b>	<b>41.4%</b>

# Pangborn Memorial Airport



Note: Numbers represent total car rental revenue. The airport receives 10% of the total.

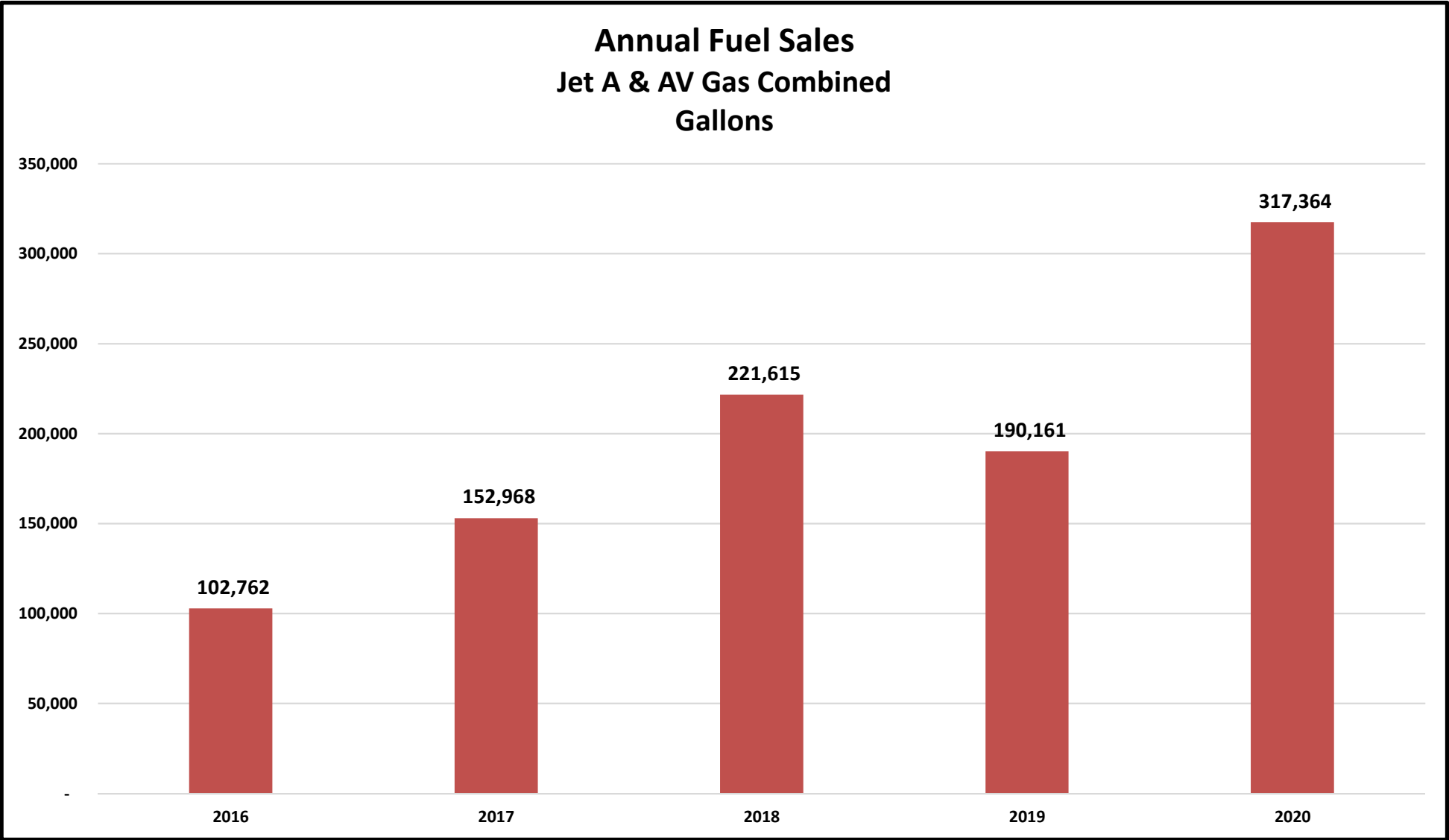
## Pangborn Memorial Airport

CAR RENTALS	2019				2020				%2020
MONTH	Budget	Enterprise	Hertz	Total	<i>Budget</i>	<i>Enterprise</i>	<i>Hertz</i>	<i>Total</i>	Vs 2019
Jan	\$ 21,714	\$ 5,987	\$ 34,404	\$ <b>62,104</b>	\$ 23,168	\$ 18,359	\$ 51,749	\$ <b>93,277</b>	150.2%
Feb	21,613	4,677	31,457	\$ <b>57,747</b>	22,026	11,860	39,094	\$ <b>72,979</b>	126.4%
Mar	27,894	7,214	37,034	\$ <b>72,142</b>	15,365	6,116	24,257	\$ <b>45,738</b>	63.4%
Apr	27,443	4,740	36,148	\$ <b>68,330</b>	2,579	1,820	11,117	\$ <b>15,516</b>	22.7%
May	26,222	7,870	31,716	\$ <b>65,808</b>	1,020	2,830	16,940	\$ <b>20,790</b>	31.6%
Jun	39,873	11,238	43,945	\$ <b>95,056</b>	-	3,920	18,190	\$ <b>22,110</b>	23.3%
Jul	41,124	20,510	64,598	\$ <b>126,232</b>	2,870	8,110	26,970	\$ <b>37,950</b>	30.1%
Aug	50,643	28,294	66,074	\$ <b>145,011</b>	-	7,620	27,516	\$ <b>35,136</b>	24.2%
Sep	32,537	14,154	43,201	\$ <b>89,892</b>	-	7,440	35,770	\$ <b>43,210</b>	48.1%
Oct	32,907	11,365	44,238	\$ <b>88,511</b>	-	12,230	22,553	\$ <b>34,783</b>	39.3%
Nov	26,540	13,660	34,813	\$ <b>75,012</b>	-	7,851	27,882	\$ <b>35,734</b>	47.6%
Dec	20,656	22,420	53,957	\$ <b>97,033</b>	-	5,508	27,449	\$ <b>32,957</b>	34.0%
<b>TOTALS</b>	\$ <b>369,165</b>	\$ <b>152,129</b>	\$ <b>521,585</b>	\$ <b>1,042,878</b>	\$ <b>67,028</b>	\$ <b>93,665</b>	\$ <b>329,486</b>	\$ <b>490,179</b>	<b>47.0%</b>

Note: Numbers represent total car rental revenue. The airport receives 10% of the total.

# Pangborn Memorial Airport

## Annual Fuel Sales Jet A & AV Gas Combined Gallons



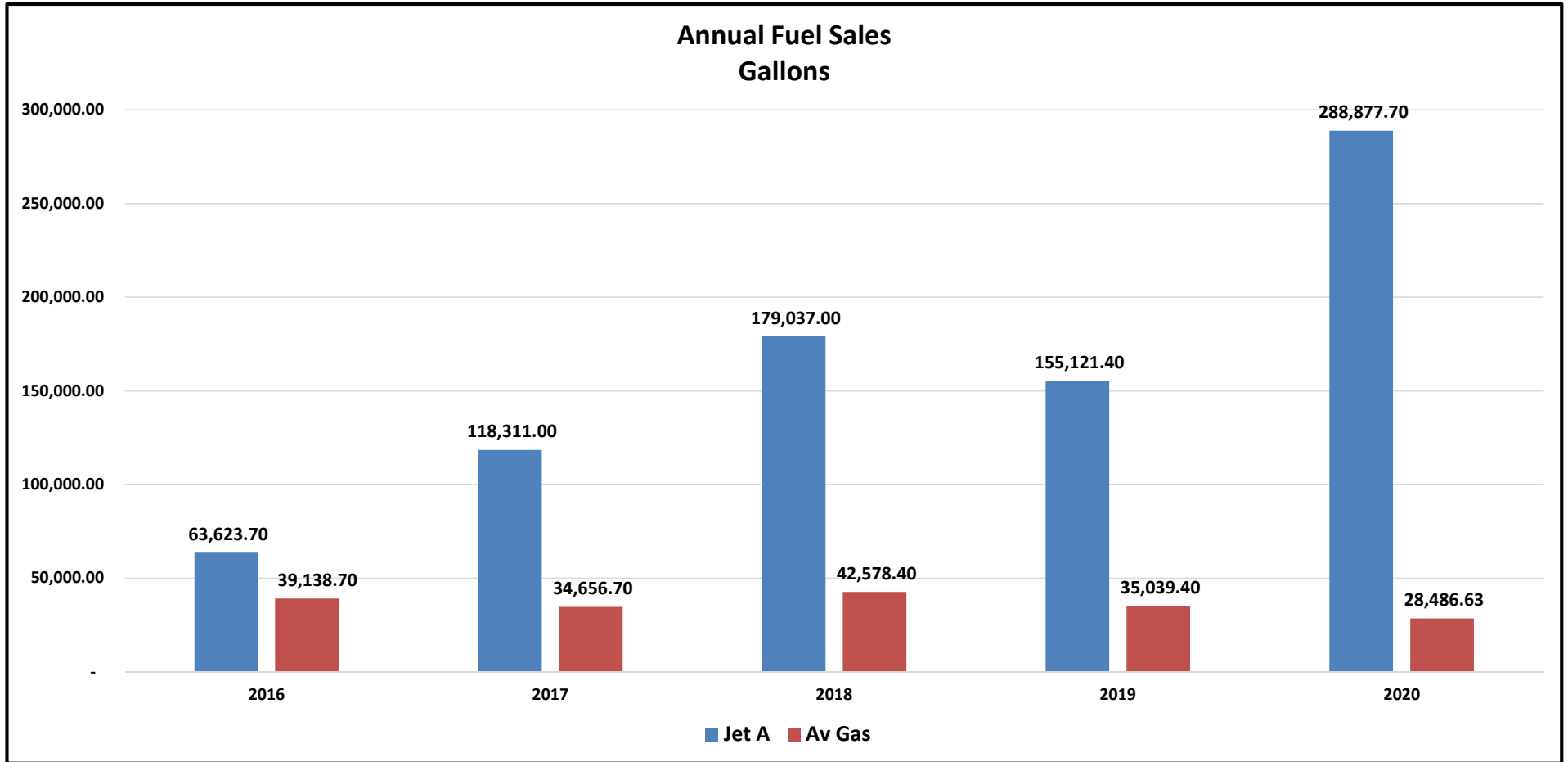
## Pangborn Memorial Airport

FUEL SALES	2019			2020			%2020 Vs 2019
MONTH	Jet A	Av Gas	Total	Jet A	Av Gas	Total	
Jan	3,853.00	1,325.20	5,178.20	25,480.80	743.84	26,224.64	506.4%
Feb	2,871.00	594.10	3,465.10	17,072.00	1,353.85	18,425.85	531.8%
Mar	9,794.00	2,110.80	11,904.80	11,195.60	2,214.15	13,409.75	112.6%
Apr	6,719.00	2,550.30	9,269.30	22,761.90	2,298.33	25,060.23	270.4%
May	9,326.00	3,981.60	13,307.60	16,971.20	2,682.38	19,653.58	147.7%
Jun	13,594.00	5,556.50	19,150.50	19,784.70	3,274.27	23,058.97	120.4%
Jul	11,980.00	4,841.40	16,821.40	38,152.70	3,118.97	41,271.67	245.4%
Aug	12,749.00	5,436.10	18,185.10	47,078.60	4,859.06	51,937.66	285.6%
Sep	17,105.00	3,106.00	20,211.00	31,110.20	3,222.98	34,333.18	169.9%
Oct	19,600.00	2,882.00	22,482.00	21,575.00	2,686.60	24,261.60	107.9%
Nov	23,284.30	1,888.57	25,172.87	16,376.00	1,071.84	17,447.84	69.3%
Dec	24,246.10	766.79	25,012.89	21,319.00	960.37	22,279.37	89.1%
<b>TOTALS</b>	<b>155,121.40</b>	<b>35,039.36</b>	<b>190,160.76</b>	<b>288,877.70</b>	<b>28,486.63</b>	<b>317,364.33</b>	<b>166.9%</b>

Note: Numbers shown are Gallons Sold. Horizon began purchasing fuel directly from airport September 2019.

# Pangborn Memorial Airport

## Annual Fuel Sales Gallons



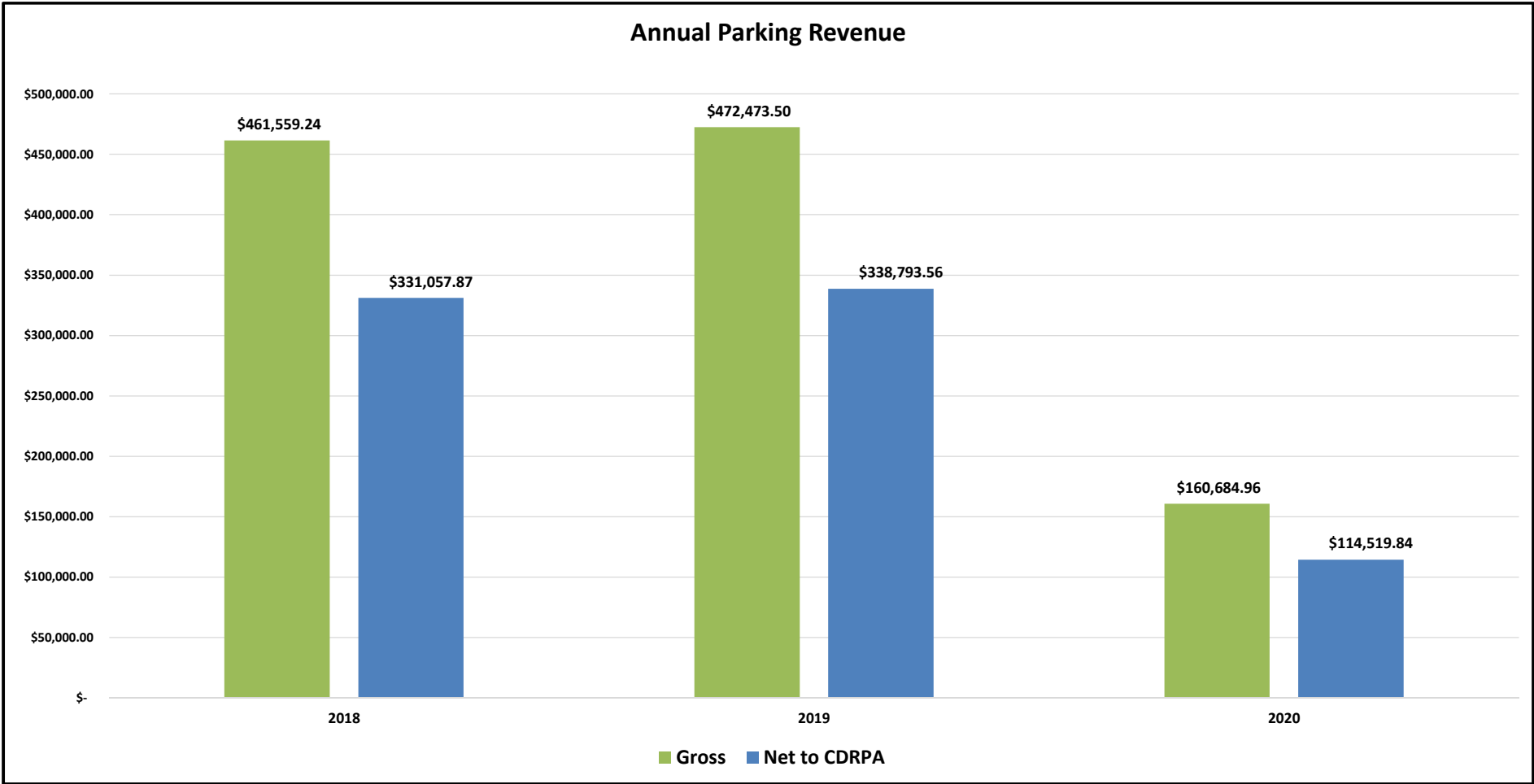


## Pangborn Memorial Airport

<b>PARKING</b>	<b>2019</b>	<b>2020</b>	<b>% 2020 Vs 2019</b>
<b>MONTH</b>			
Jan	\$ 35,604	\$ 34,185	96.0%
Feb	38,917	40,894	105.1%
Mar	46,665	16,686	35.8%
Apr	36,311	1,239	3.4%
May	40,292	1,476	3.7%
Jun	37,592	2,661	7.1%
Jul	36,938	4,134	11.2%
Aug	33,295	8,139	24.4%
Sep	36,857	9,081	24.6%
Oct	44,337	13,355	30.1%
Nov	44,112	15,032	34.1%
Dec	41,556	13,803	33.2%
<b>TOTALS</b>	<b>\$ 472,474</b>	<b>\$ 160,685</b>	<b>34.0%</b>

Note: Numbers represent total parking revenue.  
The airport receives a percentage of the total.

# Pangborn Memorial Airport



**Chelan Douglas Regional Port Authority**  
**Carryforward Balances**  
**December 31, 2019**

**Port of Chelan County Funds**

CVB - Payroll Account	\$ 250.00
Banner Bank - Small Checking	1,000.00
CVB - Checking	384,742.72
Investments	9,677,548.59
Cash on Hand	100.00
	10,063,641.31
Less: Outstanding Payables	(180,630.89)
Payroll Taxes	(2,633.38)
Tenant Deposits	(499,138.21)
Retainage Payable	(50,085.82)

**Funds Contributed by POCC**

**\$ 9,331,153.01**

**Port of Chelan County Restricted Funds**

Irrigation Trust Account	\$ 6,791.02
Air Service Investment Account	350,275.00
	<b>\$ 357,066.02</b>

**Port of Douglas County Funds**

Douglas County Treasurer - Operations	\$ 596,151.28
Douglas County Treasurer - Other	38,672.63
	634,823.91
Less: Outstanding Payables	(43,805.05)
Payroll Liabilities	(193.00)

**Funds Contributed by PODC**

**\$ 590,825.86**

**Port of Douglas County Restricted Funds**

CIAC Investment	\$ 225,738.61
Lease Surety Investment (GigaWatt)	97,753.20
	<b>\$ 323,491.81</b>

**Pangborn Memorial Airport Restricted Funds**

Passenger Facility Charges	<b>\$ 741,531.67</b>
----------------------------	----------------------

**Chelan Douglas Regional Port Authority**  
**Carryforward Balances**  
**December 31, 2020**

**Chelan Douglas Regional Port Authority Funds**

Banner Bank - Checking	\$ 85,192.77
Banner Bank - Savings	9,275,649.68
Banner Bank - Actapio Deposit	424,915.53
Banner Bank - Small Checking	1,000.00
U.S. Bank - Checking	63,463.73
U.S. Bank - Investments	4,091,592.50
	13,941,814.21
Less: Outstanding Payables	(1,122,361.21)
Payroll Taxes	(9,119.12)
Sales/Leasehold Taxes Payable	(105,013.76)
Tenant Deposits	(684,910.87)
Retainage Payable	(86,828.42)

**Total Chelan Douglas Regional Port Authority Funds** **\$ 11,933,580.83**

**Chelan Douglas Regional Port Authority Restricted Funds**

Irrigation Trust Account	\$ 7,300.89
Air Service Investment Account	345,275.00
Passenger Facility Charges Holding	220,511.81

**Total CDRPA Restricted Funds** **\$ 573,087.70**

**Port of Chelan County Funds**

Banner Bank - Checking	\$ 26,079.81
Banner Bank - Savings	10,635.11
	36,714.92
Less: Outstanding Payables	(2,535.00)
Tenant Deposits	(2,365.71)

**Total Port of Chelan County Funds** **\$ 31,814.21**

**Port of Douglas County Funds**

Banner Bank - Checking	\$ 1,594.00
Banner Bank - Savings	11,312.43
Treasurers Office - M&O Fund	9,635.88

**Total Port of Douglas County Funds** **\$ 22,542.31**

**Port of Douglas County Restricted Funds**

CIAC Investment	<b><u><u>\$ 438,567.90</u></u></b>
-----------------	------------------------------------

# Memo

**To:** Board of Directors  
**From:** Stacie de Mestre  
**cc:** Jim Kuntz  
**Date:** February 3, 2021  
**Re:** Executive Flight – Trench Drain Sewer Connection

---

During 2018 negotiations to purchase Executive Flight, the trench drain in the maintenance hangar was capped by Executive Flight to remedy an illicit storm water discharge as identified by Douglas County. Staff feels it is important for the future use of the maintenance hangar to have a functioning trench drain and has been working on a solution since 2019. A line item for \$70,000 was included in the 2021 Budget for this project. Please see below for a summary of options that have been explored and the current status.

## **Connect to Douglas County Sewer District**

The original intent was to connect the system to the sanitary sewer system through an oil water separator. RH2 began looking in to this design and ran into a roadblock. The hangar is protected by a foam-water fire suppression system. The DCSD is concerned about this fire suppression foam ever entering their treatment plant as it could greatly disrupt the biological treatment processes and put them in violation of their permits.

## **Reconnect to Douglas County Storm System**

RH2 re-engaged the County about what, if anything, could be done to re-connect this line back to the stormwater system. They discussed a possible Industrial Stormwater Permit issued by the Department of Ecology. Erik Howe did some preliminary investigation with the Department of Ecology on this permit and they felt this permit may not be applicable to the CDRPA's application. They indicated they would want to have a site visit and additional documentation from the County to further explore. This option could potentially have the least initial cost but there are unknowns as to if Ecology or the

County will ultimately approve this solution. There would also be an ongoing cost to maintain the permit.

### **Collect Water Onsite**

A third option is a self-contained system. The trench grate would drain to an underground vault and would get pumped out as needed. The advantage to this system is we don't need to worry about either the stormwater or sanitary sewer system connections. This system would need to be sized based on projected use of the hanger. A rough order of magnitude cost of constructing this system is \$5 per gallon of storage. The ongoing costs would be occasional pumping/disposal fees.

Staff would like input from the Board on which direction we should go. If we are directed to go with the onsite storage option, what assumptions should be made about the future use of the maintenance hangar?

CHELAN DOUGLAS  
**Regional Port**  
AUTHORITY

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

---

January 29, 2021

Jason Van Winkle  
Actapio, Inc.  
207 N United Sakura Dr  
East Wenatchee, WA 98802  
jvanwink@yahoo-corp.jp

Re: Lease Termination

Dear Jason:

The Regional Port Authority appreciates all of the cooperation exhibited over the last few months to make the transition as seamless as possible.

Just wanted to take the opportunity to discuss and confirm the timelines going forward.

1. Following the termination of the Lease on February 28, 2021, the Regional Port Authority has 120 days to decide whether to remove some or all of the tenant improvements, and to repair and restore the premises ("RRR work"). This date is June 26, 2021, which is a Saturday. We would like to propose that this deadline is the next business day, Monday, June 28, 2021 at 5 pm (local time).

2. With the above in mind, if the Regional Port Authority provides notice that it will undertake the RRR work, then the one year period to undertake the RRR work and to submit invoices for reimbursement from Actapio is June 28, 2022 at 5 pm, local time (a Tuesday). The Regional Port Authority has the option to extend the one-year period by 90 days, and if that occurs, the period to undertake the RRR work and submit invoices to Actapio will be extended to September 26, 2022 at 5 pm (a Monday).

Please advise if the foregoing is acceptable.

Sincerely,



James M. Kuntz  
Chief Executive Officer

---

**BOARD OF DIRECTORS**

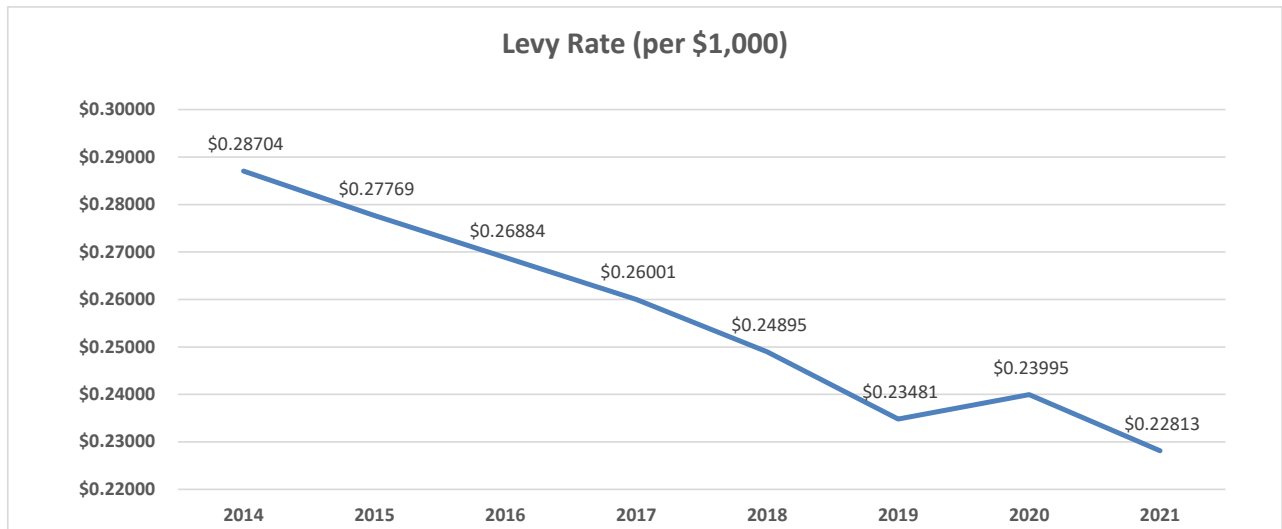
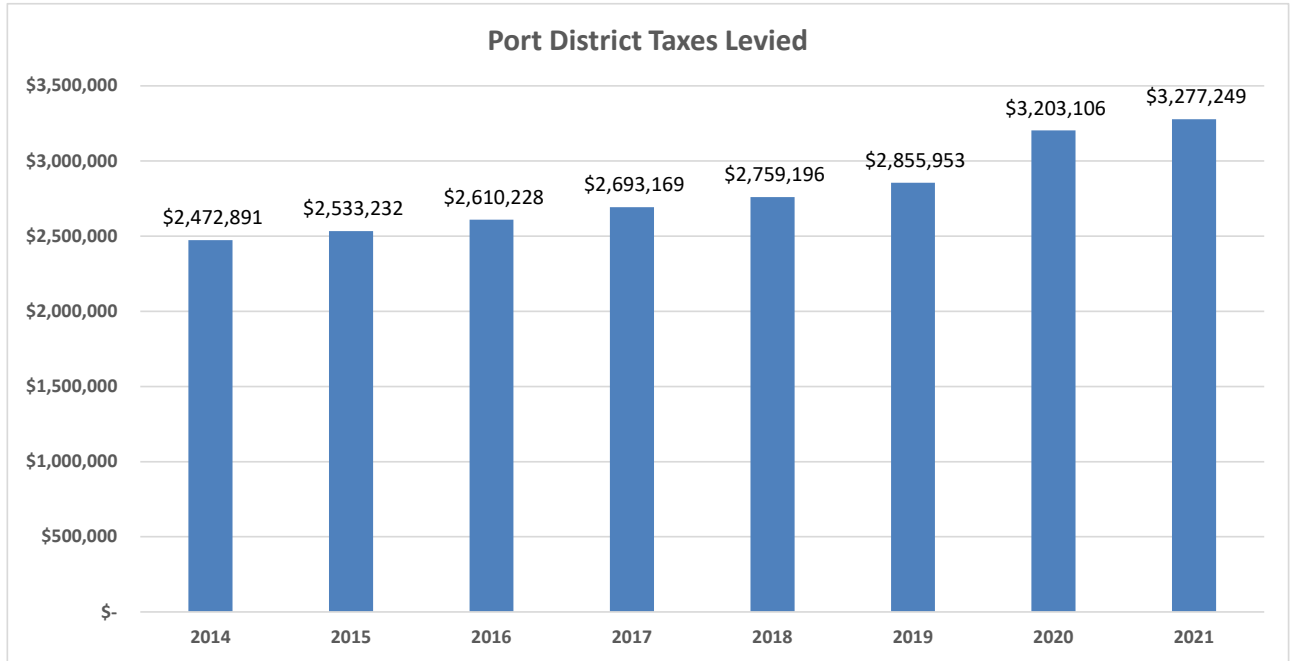
Donn Etherington, Commissioner, Chelan County Dist. 1 | Jim Huffman, Commissioner, Douglas County Dist. 1 | JC Baldwin, Commissioner, Chelan County Dist. 2  
W. Alan Loeb sack, Commissioner, Douglas County Dist. 2 | Mark Spurgeon, Commissioner, Douglas County Dist. 3 | Rory Turner, Commissioner, Chelan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

# Chelan Douglas Regional Port Authority

## Port of Chelan County

### Tax Levy / Rate

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Taxes Levied	\$ 2,472,891	\$ 2,533,232	\$ 2,610,228	\$ 2,693,169	\$ 2,759,196	\$ 2,855,953	\$ 3,203,106	\$ 3,277,249
Rate (per \$1,000)	\$ 0.28704	\$ 0.27769	\$ 0.26884	\$ 0.26001	\$ 0.24895	\$ 0.23481	\$ 0.23995	\$ 0.22813



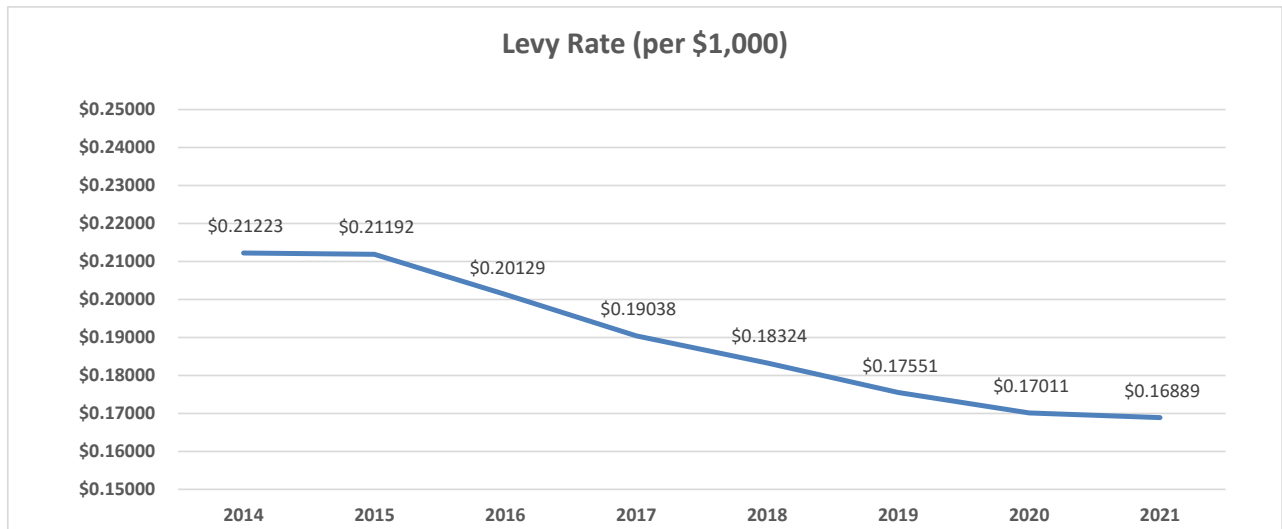
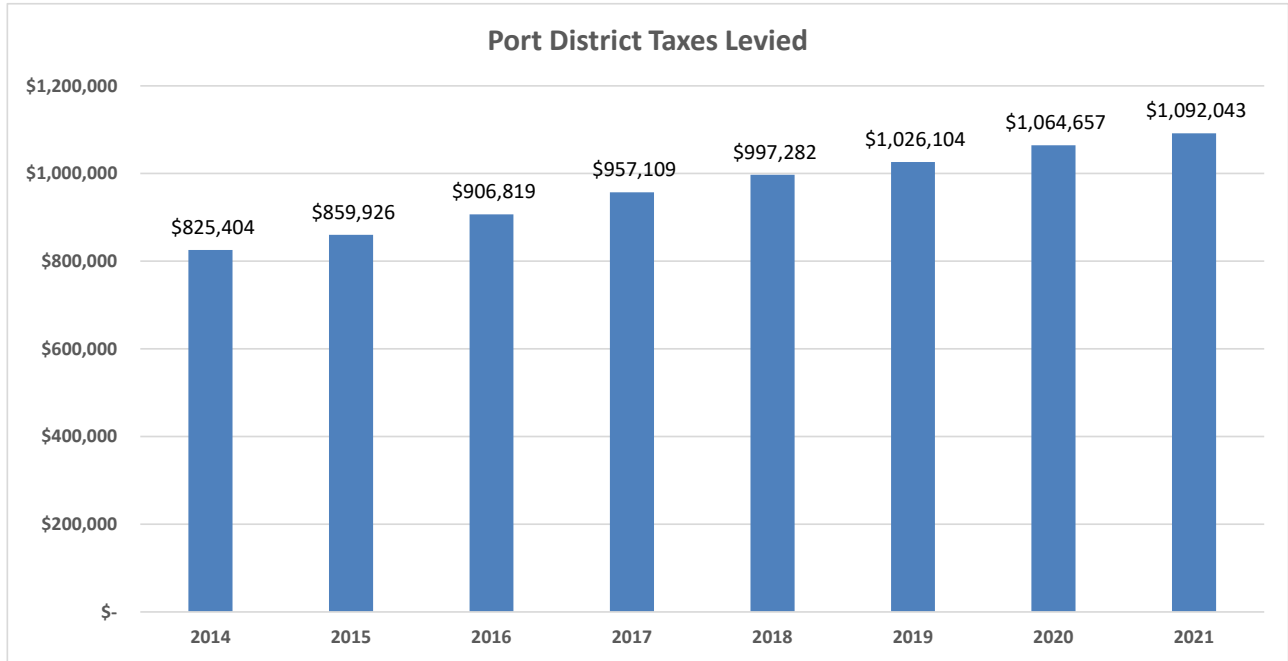


# Chelan Douglas Regional Port Authority

## Port of Douglas County

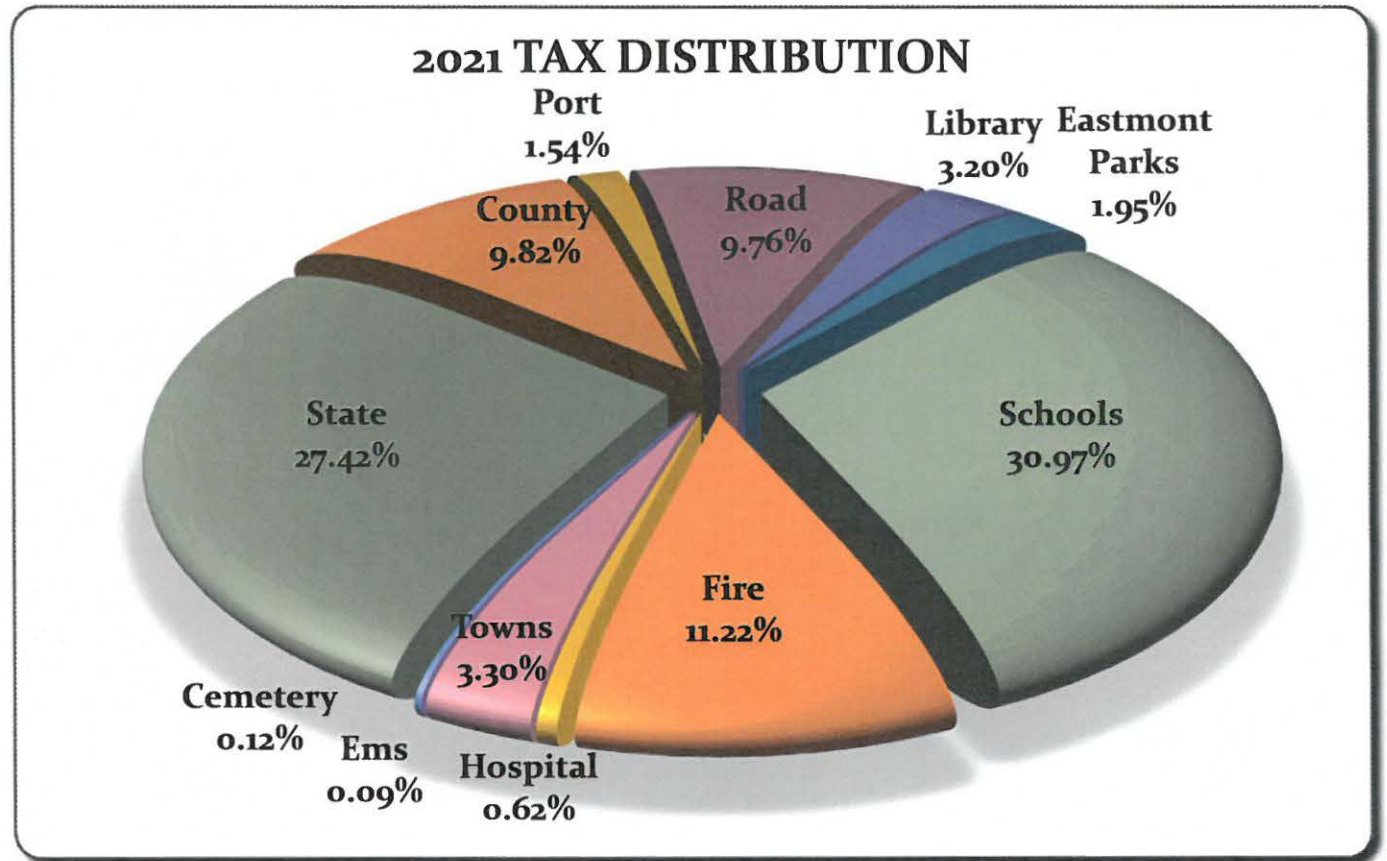
### Tax Levy / Rate

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Taxes Levied \$	825,404	859,926	906,819	957,109	997,282	1,026,104	1,064,657	1,092,043
Rate (per \$1,000) \$	0.21223	0.21192	0.20129	0.19038	0.18324	0.17551	0.17011	0.16889



# DOUGLAS COUNTY TAX DISTRIBUTION - 2021

Asset Type	Amount
State	\$ 19,540,370
County	\$ 6,997,031
Port	\$ 1,095,043
Road	\$ 6,959,602
Library	\$ 2,283,090
Eastmont Parks	\$ 1,392,075
Schools	\$ 22,069,386
Fire	\$ 7,993,325
Hospital	\$ 441,418
Towns	\$ 2,350,500
Ems	\$ 66,515
Cemetery	\$ 82,563





**Transportation  
Security  
Administration**

MEMORANDUM

To: Covered Airport Operators

Date: January 31, 2021

Subject: Security Directive 1542-21-01

Attached to this memorandum is Security Directive (SD) 1542-21-01: Security Measures – Face Mask Requirements. This SD is issued to implement the January 21, 2021, Executive Order on promoting measures to prevent the spread of coronavirus disease 2019 (COVID-19) by travelers within the United States and those who enter the country from abroad. This SD also supports enforcement of the Centers for Disease Control and Prevention (CDC) Order mandating masks issued on January 29, 2021.

All queries concerning the attached SD must be directed to your assigned TSA Federal Security Director.

  
Darby LaJoye  
Senior Official Performing the Duties of the TSA Administrator

Attachment:  
Security Directive 1542-21-01



---

## SECURITY DIRECTIVE

<u>NUMBER</u>	SD 1542-21-01
<u>SUBJECT</u>	Security Measures – Mask Requirements
<u>EFFECTIVE DATE</u>	11:59 pm EST on February 1, 2021
<u>EXPIRATION DATE</u>	May 11, 2021
<u>CANCELS AND SUPERSEDES</u>	Not Applicable
<u>APPLICABILITY</u>	Airport operators regulated under 49 CFR 1542.103 and airlines that have exclusive area agreements under 49 CFR 1542.111
<u>AUTHORITY</u>	49 U.S.C. 114 and 44903; 49 CFR 1542.303
<u>LOCATION</u>	Airports within the United States

### PURPOSE AND GENERAL INFORMATION

Due to the ongoing COVID-19 pandemic and to reduce the spread of the virus, the President issued an Executive Order, *Promoting COVID-19 Safety in Domestic and International Travel*, on January 21, 2021, requiring masks to be worn in airports, on commercial aircraft, and in various modes of surface transportation. On January 27, 2021, the Acting Secretary of Homeland Security determined a national emergency existed requiring the Transportation Security Administration (TSA) to issue this Security Directive (SD) to implement the Executive Order and enforce the related Order<sup>1</sup> issued by the Centers for Disease Control and Prevention (CDC), pursuant to the authority of 49 U.S.C. sections 114 and 44903. Consistent with these mandates and TSA's authority, TSA is issuing this SD requiring masks to be worn to mitigate the spread of COVID-19 during air travel. TSA developed these requirements in consultation with the Federal Aviation Administration and CDC.

---

<sup>1</sup> See Order Under Section 361 of the Public Health Service Act (42 U.S.C. 264) and 42 Code of Federal Regulations (CFR) §§ 70.2, 71.31(B), 71.32(B); Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (January 29, 2021)

## DEFINITIONS

For the purposes of this SD, the following definitions apply:

*Conveyance* has the same definition as under 42 CFR 70.1, meaning “an aircraft, train, road vehicle, vessel...or other means of transport, including military.”

*Mask* means a material covering the nose and mouth of the wearer, excluding face shields.<sup>2</sup>

## ACTIONS REQUIRED

Except at locations under the control of an aircraft operator, foreign air carrier, or a federal government agency or their contractors, the airport operator must apply the following measures:

- A. The airport operator must make best efforts to provide individuals with prominent and adequate notice of the mask requirements to facilitate awareness and compliance.<sup>3</sup> This notice must also inform individuals of the following:
  1. Federal law requires wearing a mask at all times in and on the airport and failure to comply may result in removal and denial of re-entry.
  2. Refusing to wear a mask in or on the airport is a violation of federal law; individuals may be subject to penalties under federal law.
- B. The airport operator must require that individuals in or on the airport wear a mask, except as described in Sections D., E., and F.
  1. If individuals are not wearing masks, ask them to put a mask on.
  2. If individuals refuse to wear a mask in or on the airport, escort them from the airport.
- C. The airport operator must ensure direct employees, authorized representatives, tenants, and vendors wear a mask at all times in or on the airport, except as described in Sections D., E., and F.
- D. The requirement to wear a mask does not apply under the following circumstances:
  1. When necessary to temporarily remove the mask for identity verification purposes.

---

<sup>2</sup> A properly worn mask completely covers the nose and mouth of the wearer. A mask should be secured to the head, including with ties or ear loops. A mask should fit snugly but comfortably against the side of the face. Masks do not include face shields. Masks can be either manufactured or homemade and should be a solid piece of material without slits, exhalation valves, or punctures. Medical masks and N-95 respirators fulfill the requirements of this SD. CDC guidance for attributes of acceptable masks in the context of this SD is available at <https://www.cdc.gov/quarantine/masks/mask-travel-guidance.html>.

<sup>3</sup> Notice may include, if feasible, advance notifications on digital platforms, such as on apps, websites, or email; posted signage in multiple languages with illustrations; or other methods as appropriate.

---

2. While eating, drinking, or taking oral medications for brief periods.<sup>4</sup> Prolonged periods of mask removal are not permitted for eating or drinking; the mask must be worn between bites and sips.
3. While communicating with a person who is deaf or hard of hearing, when the ability to see the mouth is essential for communication.
4. If unconscious (for reasons other than sleeping), incapacitated, unable to be awakened, or otherwise unable to remove the mask without assistance.<sup>5</sup>

E. The following conveyances are exempted from this SD:

1. Persons in private conveyances operated solely for personal, non-commercial use.
2. A driver, when operating a commercial motor vehicle as this term is defined in 49 CFR 390.5, if the driver is the sole occupant of the vehicle.

F. This SD exempts the following categories of persons from wearing masks:<sup>6</sup>

1. Children under the age of 2.
2. People with disabilities who cannot wear a mask, or cannot safely wear a mask, because of the disability as defined by the Americans with Disabilities Act (42 U.S.C. 12101 et seq.).<sup>7</sup>
3. People for whom wearing a mask would create a risk to workplace health, safety, or job duty as determined by the relevant workplace safety guidelines or federal regulations.

---

<sup>4</sup> The CDC has stated that brief periods of close contact without a mask should not exceed 15 minutes. *See* <https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html>

<sup>5</sup> Persons who are experiencing difficulty breathing or shortness of breath or are feeling winded may remove the mask temporarily until able to resume normal breathing with the mask. Persons who are vomiting should remove the mask until vomiting ceases. Persons with acute illness may remove the mask if it interferes with necessary medical care such as supplemental oxygen administered via an oxygen mask.

<sup>6</sup> Airport operators may impose requirements, or conditions of carriage, on persons requesting an exemption from the requirement to wear a mask, including medical consultation by a third party, medical documentation by a licensed medical provider, and/or other information as determined by the airport operator, as well as require evidence that the person does not have COVID-19 such as a negative result from a SAR-CoV-2 viral test or documentation of recovery from COVID-19. CDC definitions for SAR-CoV-2 viral test and documentation of recovery are available in Frequently Asked Questions at: <https://www.cdc.gov/coronavirus/2019-ncov/travelers/testing-international-air-travelers.html>. Airport operators may also impose additional protective measures that improve the ability of a person eligible for exemption to maintain social distance (separation from others by 6 feet), such as scheduling travel at less crowded times or on less crowded conveyances, or seating or otherwise situating the individual in a less crowded section of the conveyance or airport. Airport operators may further require that persons seeking exemption from the requirement to wear a mask request an accommodation in advance.

<sup>7</sup> This is a narrow exception that includes a person with a disability who cannot wear a mask for reasons related to the disability; who, e.g., do not understand how to remove their mask due to cognitive impairment, cannot remove a mask on their own due to dexterity/mobility impairments, or cannot communicate promptly to ask someone else to remove their mask due to speech impairments or language disorders, or cannot wear a mask because doing so would impede the function of assistive devices/technology. It is not meant to cover persons for whom mask-wearing may only be difficult. CDC intends to issue further guidance regarding this exception.

- G. If an individual refuses to comply with mask requirements, follow incident reporting procedures in accordance with the Airport Security Program and provide the following information, if available:
1. Date and airport code;
  2. Individual's full name and contact information;
  3. Name and contact information for any direct airport employees or authorized representatives involved in the incident; and
  4. The circumstances related to the refusal to comply.

#### PREEMPTION

The requirements in this SD do not preempt any State, local, Tribal, or territorial rule, regulation, order, or standard necessary to eliminate or reduce a local safety hazard, which includes public health measures that are the same or more protective of public health than those required in this SD, if that provision is not incompatible with this SD.

#### ACKNOWLEDGMENT OF RECEIPT

The airport operator must immediately provide written confirmation of receipt of this SD to the Federal Security Director (FSD).

#### DISSEMINATION REQUIRED

The airport operator must immediately pass the information and measures set forth in this SD to any personnel having responsibilities in implementing the provisions of this directive. The airport operator may share this SD with anyone subject to the provisions of this directive to include but not limited to: federal, state, and local government personnel; direct airport employees or authorized representatives; vendors; tenants; exclusive area agreement holders; contractors; transport personnel; taxi drivers; law enforcement; etc.

#### APPROVAL OF ALTERNATIVE MEASURES

The operator must immediately notify the FSD whenever any action required by this SD or a TSA-approved alternative measure cannot be carried out. In accordance with 49 CFR 1542.303(d), the airport operator may submit proposed alternative measures and the basis for submitting those measures in writing to the Assistant Administrator for Policy, Plans, and Engagement through the FSD.

  
Darby LaJoye  
Senior Official Performing the Duties of the TSA Administrator

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

2/4/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Cami RSVP arrangements if applicable</i>
February 9	Thursday	CDRPA Board Meeting; 9:00 AM; Zoom		
February 10	Wednesday	NCWEDD Meeting		
February 11	Thursday	CDTC Board Meeting 9:00 AM		
February 16	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
February 17	Wednesday	GWATA Board Meeting; 3:00 PM		
February 23	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
February 24	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
March 9	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
March 10	Wednesday	NCWEDD Meeting		
March 11	Thursday	CDTC Board Meeting 9:00 AM		
March 16	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
March 17	Wednesday	GWATA Board Meeting; 3:00 PM		
March 23	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
March 24	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
April 13	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
April 14	Wednesday	NCWEDD Meeting		
April 22	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
April 21	Wednesday	GWATA Board Meeting; 3:00 PM		
April 27	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
April 28	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
May 11	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
May 12	Wednesday	NCWEDD Meeting		
May 13	Thursday	CDTC Board Meeting 9:00 AM		
May 18	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
May 19	Wednesday	GWATA Board Meeting; 3:00 PM		
May 19-21	Wed-Friday	WPPA Spring Meeting; Davenport Hotel (tentative)		
May 25	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
May 26	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
May 31	Monday	Memorial Day/Office Closed		
June 8	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		



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

2/4/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Cami RSVP arrangements if applicable</i>
June 9	Wednesday	NCWEDD Meeting		
June 10	Thursday	CDTC Board Meeting 9:00 AM		
June 15	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
June 16	Wednesday	GWATA Board Meeting; 3:00 PM		
June 16-18	Wed-Friday	WPPA Finance Seminar; Alderbrook (tentative)		
June 22	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
June 23	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
July 5	Monday	4th of July Holiday Observed/Office Closed		
July 7-9	Wed-Friday	WPPA Director's Seminar; dates and location not firm.		
July 8	Thursday	CDTC Board Meeting 9:00 AM		
July 13	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
July 14	Wednesday	NCWEDD Meeting		
July 19-21	Mon-Wednesday	WPPA Commissioner's Seminar; Marcus Whitman Walla Walla; tentative		
July 20	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
July 21	Wednesday	GWATA Board Meeting; 3:00 PM		
July 27	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
July 28	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
August 10	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
August 11	Wednesday	NCWEDD Meeting		
August 12	Thursday	CDTC Board Meeting 9:00 AM		
August 17	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
August 18	Wednesday	GWATA Board Meeting; 3:00 PM		
August 24	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
August 25	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
September 6	Monday	Labor Day/Office Closed		
September 8	Wednesday	NCWEDD Meeting		
September 9	Thursday	CDTC Board Meeting 9:00 AM		
September 14	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
September 15	Wednesday	GWATA Board Meeting; 3:00 PM		
September 21	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		

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

2/4/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Cami RSVP arrangements if applicable</i>
September 22-24	Wed-Friday	WPPA Environmental Seminar; Alderbrook;not yet booked		
September 28	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
September 29	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
October 12	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
October 13	Wednesday	NCWEDD Meeting		
October 14	Thursday	CDTC Board Meeting 9:00 AM		
October 19	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
October 20	Wednesday	GWATA Board Meeting; 3:00 PM		
October 20-22	Wed-Friday	WPPA Small Ports;Enzian; not yet booked and dates not firm		
October 26	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
October 27	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
November 9	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
November 10	Wednesday	NCWEDD Meeting		
November 16	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
November 17	Wednesday	GWATA Board Meeting; 3:00 PM		
November 18	Thursday	CDTC Board Meeting 9:00 AM		
November 23	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
November 24	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
November 25	Thursday	Thanksgiving/Office Closed		
November 26	Friday	Day After Thanksgiving/Office Closed		
December 1-3	Wed-Friday	WPPA Annual Meeting; Hyatt Regency Hotel Bellevue;tentative		
December 8	Wednesday	NCWEDD Meeting		
December 9	Thursday	CDTC Board Meeting 9:00 AM		
December 14	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
December 15	Wednesday	GWATA Board Meeting; 3:00 PM		
December 21	Tuesday	Wenatchee Chamber Board Meeting; 6:30 am		
December 23	Thursday	Christmas Holiday Observed Office Closed		
December 24	Friday	Christmas Holiday Observed Office Closed		

Chelan Douglas Regional Port Authority  
Calendar of Events

2/4/2021

<i>Date</i>	<i>Day</i>	<i>Event / Location / Time</i>	<i>Attending</i>	<i>Camis RSVP arrangements if applicable</i>
December 28	Tuesday	CDRPA Board Meeting; 9:00 AM; Zoom		
December 29	Wednesday	Douglas County Community Leadership Advisory Committee; 2:30 pm		
December 31	Friday	New Years Day Observed/Office Closed		