

PROPOSED AGENDA
CHELAN COUNTY COMMISSIONERS
MEETING OF MAY 20 & MAY 21, 2024

MONDAY, MAY 20, 2024

9:00 A.M. Opening – Pledge of Allegiance

Public Comment Period

Consent Agenda

1. Approval of Minutes
2. Vouchers as submitted and listed
3. Payroll Changes:
 - a) Amber Hallberg, Economic Services – Promotion
 - b) Shelly L. Gerber, Clerk – New Hire
 - c) Elizabeth J. Sleeman, Clerk – New Hire
 - d) Megan Whitmore, Noxious Weeds – Re-Hire
 - e) Ron Bates, Natural Resources – Resignation
 - f) Sofia Bjorklund, Natural Resources – Correction
 - g) Bonnie Stimmel, Public Works – Termination
 - h) Tyler Asher, Public Works – Step Increase
 - i) John Broers, Public Works – Step Increase
 - j) Brian Dodrill, Public Works – Resignation
 - k) Brett Peterson, Sheriff – Longevity
 - l) Matt Barnes, Sheriff – Longevity
 - m) Jerrod Biggar, Sheriff – Longevity
 - n) Cy Bowthorpe, Sheriff – Longevity
 - o) Zach Brunner, Sheriff – Longevity
 - p) Alex Bushy, Sheriff – Longevity
 - q) Garrett Churchill, Sheriff – Longevity
 - r) Bryan Clark, Sheriff – Longevity
 - s) Amber Dupleich, Sheriff – Longevity
 - t) Chris Eakle, Sheriff – Longevity
 - u) David Flick, Sheriff – Longevity
 - v) Chris Foreman, Sheriff – Longevity
 - w) Bret Frank, Sheriff – Longevity

MAY 20, 2024 & MAY 21, 2024

- x) Matt Franklin, Sheriff – Longevity
- y) Angel Guerra, Sheriff – Longevity
- z) Monika Haynes, Sheriff – Longevity
- aa) Mark Hegberg, Sheriff – Longevity
- bb) Rob Huddleston, Sheriff – Longevity
- cc) Nigel Hunter, Sheriff – Longevity
- dd) James Peterson, Sheriff – Longevity
- ee) Jeremy Mathena, Sheriff – Longevity
- ff) Josh Mathena, Sheriff – Longevity
- gg) Tristen Jurgensen, Sheriff – Longevity
- hh) Austin Key, Sheriff – Longevity
- ii) Micah Kwiat, Sheriff – Longevity
- jj) Randy Lake, Sheriff – Longevity
- kk) Brian Lewis, Sheriff – Longevity
- ll) Jeremy Mannin, Sheriff – Longevity
- mm) Jason Mathews, Sheriff – Longevity
- nn) Lucas McComas, Sheriff – Longevity
- oo) Dan McCue, Sheriff – Longevity
- pp) Mike McLeod, Sheriff – Longevity
- qq) Zach Moran, Sheriff – Longevity
- rr) Adam Musgrove, Sheriff – Longevity
- ss) Dominic Mutch, Sheriff – Longevity
- tt) Paul Nelson, Sheriff – Longevity
- uu) Brad Norton, Sheriff – Longevity
- vv) Jason Reinfeld, Sheriff – Longevity
- ww) Javier Reyna, Sheriff – Longevity
- xx) Lee Rison, Sheriff – Longevity
- yy) Carlos Rodriguez, Sheriff – Longevity
- zz) Aaron Seabright, Sheriff – Longevity
- aaa) Ernie Senseney, Sheriff – Longevity
- bbb) Jacob Smith, Sheriff – Longevity
- ccc) Cole Soreano, Sheriff – Longevity

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

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- ddd) Jerid Sutherland, Sheriff – Longevity
- eee) Ian Sutton, Sheriff – Longevity
- fff) Andrew Tilton, Sheriff – Longevity
- ggg) Will Tuengel, Sheriff – Longevity
- hhh) Anders Wiggum, Sheriff - Longevity
- iii) Patrick Williams, Sheriff – Longevity

10:00 A.M. County Administrator Cathy Mulhall

Discussion

1. HR Update
2. Administrative Update

Action

1. Ricoh Lease for Juvenile

11:00 A.M. Natural Resources Director Mike Kaputa

Discussion

1. Guest Presentation: Jason Breidert, Colville Confederated Tribes, Peshastin Creek Rivermile 3.2 Property Acquisition
2. Amendment # 1 to Agreement with Aqua Terra CRC for Nason Creek Rivermile 12 Floodplain Reconnection Project Cultural Resource Monitoring
3. Notice of award from US Bureau of Reclamation for Peshastin Creek Historic Channel and Floodplain Reconnection Design Project
4. Agreement for Professional Services with SCJ Alliance for Stehekin Community Plan
5. Application Resolution for US Bureau of Reclamation WaterSMART Clear Creek Project Design Grant Application
6. Advertise And Release Bid Documents For Lower Camas Meadows Restoration Project
7. Other

Action

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

MAY 20, 2024 & MAY 21, 2024

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4. Agreement for Professional Services with SCJ Alliance for Stehekin Community Plan
5. Application Resolution for US Bureau of Reclamation WaterSMART Clear Creek Project Design Grant Application
6. Advertise and release bid documents for Lower Camas Meadows Restoration Project

11:30 A.M. Economic Services Director Ron Cridlebaugh

Discussion

1. Executive Session RE: Real Estate
2. CPF for Affordable Housing Infrastructure
3. Departmental Update

Action

1. CPF Grant Acceptance RE: Affordable Housing Infrastructure

3:00 P.M. Chelan Douglas Health Board Meeting, Commissioners Overbay and Smith

3:30 P.M. WSAC Membership Outreach Meeting, Commissioner Overbay

TUESDAY, MAY 21, 2024

Breakfast with Heartwood Biomass, Inc, Commissioners Overbay, Smith, and Gering

9:00 A.M. Chelan County Behavioral Health Unit Manager Ana Gonzalez

Discussion

1. Departmental Update

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9:30 A.M. Public Works Director Eric Pierson

Discussion

1. Contract with Wenatchee Petroleum for Supplying Gas and Diesel
2. Development and Deferred Payment Agreement for Frontage Improvements with Frank & Desiree Phelps
3. Development and Deferred Payment Agreement for Frontage Improvements with Jodene Collings
4. Franchise Agreement with Computer 5 dba LocalTel Communications
5. Franchise Agreement with Brennen Balcom
6. Table of Organization
7. Open Item

Action

1. Approve Contract with Wenatchee Petroleum for Supplying Gas and Diesel
2. Approve Development and Deferred Payment Agreement for Frontage Improvements with Frank & Desiree Phelps
3. Approve Development and Deferred Payment Agreement for Frontage Improvements with Jodene Collings
4. Approve Franchise Agreement with Computer 5 dba LocalTel Communications
5. Approve Franchise Agreement with Brennen Balcom
6. Approve Table of Organization

10:00 A.M. Flood Control Zone District Administrator Eric Pierson

10:15 A.M. Community Development Director Deanna Walter

PUBLIC HEARING RE: (CPA-2024-145) Proposed Amendment to the 2017 Chelan County Comprehensive Plan Recreation Element

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BOARD OF COUNTY COMMISSIONERS AGENDA

MAY 20, 2024 & MAY 21, 2024

Discussion

1. Departmental Update

Action

1. Authorization to Set Up and Use Stripe Account

11:00 A.M. Chelan County Assessor Wes Cornelius

Discussion

1. Departmental Update

11:30 A.M. City of Leavenworth Mayor Carl Florea

12:00 P.M. Wenatchee Chamber Board Meeting, Commissioner Overbay

1:30 P.M. WSAC Membership Outreach Meeting, Commissioner Overbay

3:00 P.M. Link Transit Board Meeting, Commissioners Gering and Overbay

WEDNESDAY, MAY 22, 2024

3:00 P.M. Homeless Housing Task Force Meeting, Commissioner Overbay

THURSDAY, MAY 23, 2024

1:00 P.M. LTAC/Visit Chelan County Meeting, Commissioner Gering

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

BOARD OF COUNTY COMMISSIONERS AGENDA

MAY 20, 2024 & MAY 21, 2024

5:00 P.M. YMCA Reception, Commissioner Overbay

FRIDAY, MAY 3, 2024

8:00 A.M. Farm Bureau/Congresswomen Schrier's Office, Commissioner Overbay

NOTE: Agenda subject to change. Times listed are estimates only. The Commission reserves the right to move agenda items as needed and during the meeting. Chelan County Commissioners' Minutes are available at www.co.chelan.wa.us on the Board of Commissioners web page.

PROPOSED AGENDA
CHELAN COUNTY COMMISSIONERS
MEETING OF MAY 13&14, 2024

MONDAY, MAY 13, 2024

9:00:01 A.M. Opening – Pledge of Allegiance

Chairman Overbay calls the meeting to order. Present for session are Commissioner Smith, County Administrator Cathy Mulhall, and Clerk of the Board Anabel Torres. *Commissioner Gering is excused from session.*

9:01:23 A.M. Public Comment Period was opened to members of the public.

9:01:53 A.M. Public Comment Period Closed

9:02:02 A.M. Consent Agenda

Upon motion and second by Commissioner Smith and Overbay, the Commission unanimously approves the consent agenda as follows:

1. Approval of Minutes
2. Vouchers as submitted and listed
3. Payroll Changes:
 - a) Briar Applebury, Facility Maintenance – Step Increase
 - b) Thomas Cole, Facility Maintenance – Step Increase
 - c) Derrick Abel, Facility Maintenance – Resignation
 - d) Ian Phillips, Public Works – Terminated
 - e) Paula Cox. Public Works – Deceased
 - f) Anna Witherington, Economic Services – New Hire
 - g) John Tamngin, Economic Services – New Hire
 - h) Sean P. Lewis, Prosecuting Attorney – New Hire
 - i) Jeremiah Path, Natural Resources – Step Increase
 - j) Leslie Carlson, Regional Justice Center – Longevity Increase
 - k) Jeremy Cheever, Regional Justice Center – Longevity Increase
 - l) Oscar Hernandez, Regional Justice Center – Longevity Increase
 - m) Eric Stevens, Regional Justice Center – Longevity Increase
 - n) Betty Reeves, Regional Justice Center – Step Increase
 - o) Kyle Harmon, Regional Justice Center – Step Increase
 - p) Michael Wolfgang Kessler, Regional Justice Center – New Hire
 - q) Rebecca Gollehon. Sheriff – Step Increase

- r) Elizabeth Hagen, Sheriff – Step Increase
- s) Rachel Jones, Sheriff – Step Increase
- t) Harold Marshall, Sheriff – Step Increase
- u) Jen Ramm, Sheriff – Step Increase
- v) Jillian Simmons, Sheriff – Step Increase
- w) Dana Vivian, Sheriff – Step Increase
- x) Brittany Ward, Sheriff – Step Increase
- y) Karrie Wolsborn, Sheriff – Step Increase
- z) Bruce Anderson, Sheriff – Step Increase
- aa) Zack Wenzel, Sheriff – Step Increase
- bb) Laura Kozma, Sheriff – Step Increase
- cc) Rich Magnussen, Sheriff – Step Increase
- dd) Diana Owens, Sheriff – Step Increase
- ee) Stan Smoke, Sheriff – Step Increase
- ff) Esmeralda Guerrero, Farm Worker Housing, Re-Hire
- gg) Alfredo Gonzalez, Farm Worker Housing, Re-Hire

9:02:57 A.M. Board Discussion

- Convention Center
- Leavenworth Fish Hatchery
- Chelan County Motorized Recreation Plan
- LSC Update
- Chelan-Douglas Transportation Council
- Funding Assistance for Homelessness Programs
- Grant County Commissioners-WSAC Membership Outreach Meeting Update

9:19:12 A.M. Recess

10:00:16 A.M. Back in Session

10:00:43 A.M. County Administrator Cathy Mulhall

10:01:13 A.M. Executive Session RE: Performance of a Public Official

Upon a motion by Commissioner Smith and a second by Commissioner Overbay, the Commission unanimously approved entering a 10-minute executive session pursuant to RCW 42.30.110(g) to discuss the performance of a public employee

10:11:48 A.M Moved Back to Regular Session

10:12:32 A.M. Continued Departmental Discussion

1. Housing Program Re-Organization
2. Historic Preservation Funds
3. Administrative Update

10:31:04 A.M. Action

Upon motion and second by Commissioner Smith and Overbay, the Commission unanimously approves the action items as follows:

1. Housing Program Reorganization Request 20240513A5-1
2. Resolution # 2024-32 RE: Dissolution of Petty Cash Fund for Chelan County Assessor's Office
3. Resolution # 2024-33 RE: Appointment of Board Members to the Leavenworth Mosquito Control District #2

10:31:37 A.M. Recess

11:00:21 A.M. Back in Session

11:00:41 A.M. Natural Resources Director Mike Kaputa

11:00:56 A.M. Executive Session RE: Real Estate

Upon motion and second by Commissioners Smith and Overbay, the Commission unanimously approves to move into 10 minutes Executive Session Pursuant to RCW 42.30.110(b) to discuss the selection site or acquisition of real estate by lease or purchase.

11:11:21 A.M. Moved Back to Regular Session

11:11:35 A.M. Continued Departmental Discussion

1. Change Order with Derby Canyon Natives for Nason Kahler Reach Project
2. Good Neighbor Agreement Supplemental Project Agreement (SPA) with US Forest Service for Upper Wenatchee Pilot Project Forest Resilience Bond 1
3. Consulting Agreement with North Forty Film Company for Forest Products Campus Marketing Consulting
4. Execute Agreement with Strider Construction for Eagle Creek Culvert Replacement Project

5. Supplement to Interlocal Cooperative Agreement with Cascadia Conservation District for Yaksum Water Company Cultural Resources Survey
6. Contract for Cost-Share Funds with WA State Conservation Commission for Pobst Irrigation Efficiencies
7. Contract for Cost-Share Funds with WA State Conservation Commission for Yaksum Water Company Irrigation Efficiencies
8. Other

11:20:08 A.M. Action

Upon motion and second by Commissioner Smith and Overbay, the Commission unanimously approves the action items as follows:

1. Change Order with Derby Canyon Natives for Nason Kahler Reach Project
20240513A5-2
2. Good Neighbor Agreement Supplemental Project Agreement (SPA) with US Forest Service for Upper Wenatchee Pilot Project Forest Resilience Bond 1
20240513A5-3
3. Consulting Agreement with North Forty Film Company for Forest Products Campus Marketing Consulting
20240513A5-4
4. Execute Agreement with Strider Construction for Eagle Creek Culvert Replacement Project
20240513A5-5
5. Contract for Cost-Share Funds with WA State Conservation Commission for Pobst Irrigation Efficiencies
20240513A5-6
6. Supplement to Interlocal Cooperative Agreement with Cascadia Conservation District for Yaksum Water Company Cultural Resources Survey
20240513A5-7
7. Contract for Cost-Share Funds with WA State Conservation Commission for Yaksum Water Company Irrigation Efficiencies
20240513A5-8

11:20:41 A.M. Continued Departmental Discussion

11:27:50 A.M. Economic Services Director Ron Cridlebaugh

Discussion

1. Introduction of New VSO Staff
2. Farm Workers Housing Camp Vendor Contracts
3. Contract for the Homeless Housing Strategic Consultant
4. Departmental Update

11:41:55 A.M. Executive Session RE: Real Estate

Upon motion and second by Commissioners Smith and Overbay, the Commission unanimously approves to move into 10 minutes Executive Session Pursuant to RCW 42.30.110(b) to discuss the selection site or acquisition of real estate by lease or purchase.

11:52:53 Moved Back to Regular Session

11:53:17 A.M. Action

Upon motion and second by Commissioner Smith and Overbay, the Commission unanimously approves the action items as follows:

- | | |
|---|---------------|
| 1. Farm Worker Housing Vidal's Cleaning and Janitorial Contract | 20240513A5-9 |
| 2. Farm Worker Housing Coca Cola Contract | 20240513A5-10 |
| 3. Farm Worker Housing Eastern Cascade Vending Contract | 20240515A5-11 |
| 4. Farm Worker Housing Pacific Security Contract | 20240513A5-12 |
| 5. Contract for the Homeless Housing Strategic Consultant | 20240513A5-13 |
| 6. Real Estate Contract | 20240513A5-14 |
| 7. ARPA CRA Letter | 20240512A5-15 |

11:54:17 A.M. Recess until Tuesday

TUESDAY, MAY 14, 2024

9:07:32 A.M. Back in Session

9:07:50 A.M. Jail Director Chris Sharp

Discussion

5. Departmental Update

9:22:18 A.M. Recess

9:29:59 A.M. Back in Session

9:30:03 A.M. Public Works Director Eric Pierson

A moment of silence was observed in memory of Paula Cox, Assistant County Engineer

9:33:09 A.M. BID AWARD: Supplying Gasoline and Diesel

Three bids were presented on May 7, 2024. After review by Public Works, it is recommended that the Board award Wenatchee Petroleum as lowest bidder.

9:33:47 A.M. Action

Upon motion and second by Commissioners Smith and Overbay, the Commission unanimously approved awarding the bid for supplying gasoline and diesel as follows:

	(Gasoline)	(Diesel)	
1. Wenatchee Petroleum	\$4.0229	\$3.4934	** per gallon

9:34:13 A.M PUBLIC HEARING: Franchise Agreement with Brennen Balcom

Chairman Overbay opened the public hearing. Members of the public join via Zoom. No members of the public were present in the chambers

9:34:49 A.M. Open Public Comment

9:35:33 A.M. Hearing none, the Chairman closed the Public Hearing

9:36:20 A.M. Continued Departmental Discussion

1. Event Permit – Gran Fondo Leavenworth
2. Open Item

9:44:14 A.M. Recess

10:15:05 A.M. Back in Session

**10:15:10 A.M. Community Development Director Deanna Walter
Discussion**

1. Departmental Update

10:20:26 A.M. Recess

10:59:29 A.M. Back in Session

**11:00 A.M. Chief Deputy Coroner Earl Crowe
Discussion**

1. Departmental Update

11:14:10 A.M. Recess

~~11:30 A.M. City of Chelan Mayor Erin McCardle – Canceled~~

1:01:41 P.M. Back in Session

1:02:02 P.M. Superior Court Judges and Court Administrator Fona Sugg

Discussion

1. Departmental Update

1:37:35 P.M. Adjourn

Board adjourns until Monday, May 20, 2024.

Weekly Voucher Approval for Payment	20240513B4-1
Current Expense	\$156,077.97
Other Funds	<u>\$2,299,600.28</u>
Total All Funds	\$2,455,678.25

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, CHAIR

ANABEL TORRES, Clerk of the Board

May 20, 2024
9:00 A.M.
Consent Agenda

- 1) Approval of Minutes
- 2) Vouchers as submitted and listed
- 3) Payroll Changes:
 - a) Amber Hallberg, Economic Services – Promotion
 - b) Shelly L. Gerber, Clerk – New Hire
 - c) Elizabeth J. Sleeman, Clerk – New Hire
 - d) Megan Whitmore, Noxious Weeds – Re-Hire
 - e) Ron Bates, Natural Resources – Resignation
 - f) Sofia Bjorklund, Natural Resources – Correction
 - g) Bonnie Stimmel, Public Works – Termination
 - h) Tyler Asher, Public Works – Step Increase
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 - l) Matt Barnes, Sheriff – Longevity
 - m) Jerrod Biggar, Sheriff – Longevity
 - n) Cy Bowthorpe, Sheriff – Longevity
 - o) Zach Brunner, Sheriff – Longevity
 - p) Alex Bushy, Sheriff – Longevity
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- ss) Dominic Mutch, Sheriff – Longevity
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- bbb) Jacob Smith, Sheriff – Longevity
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- ddd) Jerid Sutherland, Sheriff – Longevity
- eee) Ian Sutton, Sheriff – Longevity
- fff) Andrew Tilton, Sheriff – Longevity
- ggg) Will Tuengel, Sheriff – Longevity
- hhh) Anders Wiggum, Sheriff - Longevity
- iii) Patrick Williams, Sheriff – Longevity



Employee Payroll Change Notice

EFFECTIVE DATE: 06/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Amber Hallberg

Department Economic Services

Position Title Homeless Program Manager

Pay Grade PW19 Pay Step 5

Status Full Time / Exempt Union N/A
(full time, part time, temp)

Account Number 163.001.56540.11.002 (required)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: 06/2026

Step 7: 06/2028

Step 8: 06/2030

SIGNATURES

Department Authorization _____

Date 5/8/2024

Human Resources Review _____

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 06/03/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Shelly L. Gerber

Department Clerk

Position Title Legal Clerk

Pay Grade PW 7 Pay Step 3

Status FT Union Crthse Barg
(full time, part time, temp)

Account Number 010.040.51230.192 (required)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: 06/2025
- Step 5: 06/2026
- Step 6: 06/2028
- Step 7: 06/2030
- Step 8: 06/2032

SIGNATURES

Department Authorization *Mark D. Young*

Date 05/15/2024

Human Resources Review *[Signature]*

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 06/03/2024

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Elizabeth J. Sleeman

Department Clerk

Position Title Legal Clerk

Pay Grade PW 7 Pay Step 2

Status FT Union Crthse Barg
(full time, part time, temp)

Account Number 010.040.51230.202 (required)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: 06/2024

Step 3: 06/2025

Step 4: 06/2026

Step 5: 06/2027

Step 6: 06/2029

Step 7: 06/2031

Step 8: 06/2033

SIGNATURES

Department Authorization _____

Date 05/15/2024

Human Resources Review _____

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: June 3 2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004780 (leave blank if new employee)

Name Megan Whitmore

Department Noxious Weeds

Position Title Extra help, knotweed grant funded

Pay Grade \$19 Pay Step _____

Status temporary part time Union _____
(full time, part time, temp)

Account Number 128.001.55360.11.999 (required)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other returning seasonal

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Megan will be working 2 days a week on a grant funded program.

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization *Julie Sanders*

Date 5-13-2024

Human Resources Review *[Signature]*

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 5/31/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Ron Bates

Department Natural resources

Position Title AIS field assistant

Pay Grade _____ Pay Step _____

Status temp Union _____
(full time, part time, temp)

Account Number 180.001.55490.11.999 (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Resignation effective 5/31/24

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization 

Date 5/14/24

Human Resources Review 

Date 05/14/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 04/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004031 (leave blank if new employee)

Name Sofia Bjorklund

Department Natural Resources

Position Title Finance Manager

Pay Grade PW23 Pay Step 6

Status FT- Exempt Union Non-Barg.
(full time, part time, temp)

Account Number 180.001.55490.11.408 (required)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Correction

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Correction for previous PCN on 04/01/2024 - Promotion to Finance Manager, Non-Barg/Exempt.

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: 04/01/2026

Step 8: 04/01/2028

SIGNATURES

Department Authorization [Signature]

Date 5/15/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 5/9/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 000565 (leave blank if new employee)
Name Bonnie Stimmel
Department Public Works - Office
Position Title Public Works Finance Manager
Pay Grade PW23 Pay Step 2
Status Full Time Union _____
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
 - Promotion
 - Step Increase
 - Transfer
 - Reclassification
 - Termination
 - Retirement
 - Remove From Eden
 - Resignation
 - Other _____
- *Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Separated from employment at the end of work shift on 5/9/2024.

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization _____ Date 5/4/24
Human Resources Review _____ Date 05/15/2024
Commissioner Approval _____ Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 6/1/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004513 (leave blank if new employee)

Name Tyler Asher

Department Public Works - Motor Pool

Position Title Automotive & Radio Technician

Pay Grade RC08H Pay Step 9

Status Full Time Union Road Crew
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____
- Step 9: _____

SIGNATURES

Department Authorization _____

Date 5/10/24

Human Resources Review _____

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 6/1/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004849 (leave blank if new employee)
Name John Broers
Department Public Works - Cashmere District
Position Title Equipment Operator II
Pay Grade RC07H Pay Step 6
Status Full Time Union Road Crew
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: 6/1/2025
Step 8: 6/1/2026
Step 9: 6/1/2027

SIGNATURES

Department Authorization _____
Human Resources Review _____
Commissioner Approval _____

Date 5/15/24
Date 05/15/2024
Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 5/23/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006064 (leave blank if new employee)

Name Brian Dodrill

Department Public Works - Cashmere District

Position Title Truck Driver/Laborer - Equipment Operator I

Pay Grade RC03H Pay Step 4

Status Full Time Union Road Crew
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other _____

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____
- Step 9: _____

SIGNATURES

Department Authorization _____

Date 5/14/24

Human Resources Review _____

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 003296 (leave blank if new employee)

Name Brett Peterson

Department Sheriff

Position Title Detective

Pay Grade S121 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

- 1% - 1/1/24
- 2% - 8/1/26
- 3% - 8/1/31
- 4% - 8/1/36

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/14/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005323 (leave blank if new employee)

Name Matt Barnes

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 4

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

- 1% - 2/1/31
- 2% - 2/1/36
- 3% - 2/1/41
- 4% - 2/1/46

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004608 (leave blank if new employee)

Name Jerrod Biggar

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

- 1% - 11/9/27
- 2% - 11/9/32
- 3% - 11/9/37
- 4% - 11/9/42

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005539 (leave blank if new employee)
Name Cy Bowthorpe
Department Sheriff
Position Title Detective
Pay Grade S121 Pay Step 6
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
 - Promotion
 - Step Increase
 - Transfer
 - Reclassification
 - Termination
 - Retirement
 - Remove From Eden
 - Resignation
 - Other Longevity
- *Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 1% - 1/1/24
- 2% - 2/1/27
- 3% - 2/1/32
- 4% - 2/1/37

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization *[Signature]* Date 5/13/24
Human Resources Review *[Signature]* Date 05/15/2024
Commissioner Approval _____ Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004259 (leave blank if new employee)

Name Zach Brunner

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

- 1% - 8/7/27
- 2% - 8/7/32
- 3% - 8/7/37
- 4% - 8/7/42

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization *Karin Oglea*

Date 5/13/24

Human Resources Review *[Signature]*

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005543 (leave blank if new employee)
Name Alex Bushy
Department Sheriff
Position Title Deputy
Pay Grade S101 Pay Step 6
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION



Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

1% - 1/1/24
2% - 2/1/28
3% - 2/1/33
4% - 2/1/38

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization  Date 5/13/24
Human Resources Review  Date 05/15/2024
Commissioner Approval _____ Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005316 (leave blank if new employee)
Name Garrett Churchill
Department Sheriff
Position Title Deputy
Pay Grade S101 Pay Step 6
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

- 1% - 1/11/26
- 2% - 1/11/31
- 3% - 1/11/36
- 4% - 1/11/41

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]
Human Resources Review [Signature]
Commissioner Approval _____

Date 5/13/24
Date 05/15/2024
Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005774 (leave blank if new employee)

Name Bryan Clark

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

- 1% - 11/1/28
- 2% - 11/1/33
- 3% - 11/1/38
- 4% - 11/1/43

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005687 (leave blank if new employee)

Name Amber Dupleich

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 2

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

New Hire*

Promotion

Step Increase

Transfer

Reclassification

Termination

Retirement

Remove From Eden

Resignation

Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

1% - 9/6/32
2% - 9/6/37
3% - 9/6/42
4% - 9/6/47

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization [Signature] Date 5/13/24

Human Resources Review [Signature] Date 05/15/2024

Commissioner Approval _____ Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002599 (leave blank if new employee)

Name Chris Eakle

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

2% - 1/1/24
3% - 1/28/28
4% - 1/28/33

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization _____

Date 5/13/24

Human Resources Review _____

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 003473 (leave blank if new employee)
Name David Flick
Department Sheriff
Position Title Deputy
Pay Grade S101 Pay Step 6
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION



Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

1% - 1/1/24
2% - 9/10/27
3% - 9/10/32
4% - 9/10/37

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization  Date 05/13/24
Human Resources Review  Date 05/15/2024
Commissioner Approval _____ Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 001468 (leave blank if new employee)

Name Chris Foreman

Department Sheriff

Position Title Sergeant

Pay Grade S131 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Supervisor CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

3% - 1/1/24
4% - 2/15/28

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization 

Date 5/13/24

Human Resources Review 

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004985 (leave blank if new employee)
Name Brent Frank
Department Sheriff
Position Title Sergeant
Pay Grade S131 Pay Step 5
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Supervisor CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

1% - 1/1/24
2% - 3/15/25
3% - 3/15/30
4% - 3/15/35

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]
Human Resources Review [Signature]
Commissioner Approval _____

Date 5/13/24
Date 05/15/2024
Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002226 (leave blank if new employee)
Name Matt Franklin
Department Sheriff
Position Title Deputy
Pay Grade S101 Pay Step 6
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
 - Promotion
 - Step Increase
 - Transfer
 - Reclassification
 - Termination
 - Retirement
 - Remove From Eden
 - Resignation
 - Other Longevity
- *Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION


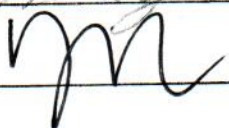
Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

2% - 1/1/24
3% - 5/1/26
4% - 5/1/31

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization  Date 5/13/24
Human Resources Review  Date 05/15/2024
Commissioner Approval _____ Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004949 (leave blank if new employee)
Name Angel Guerra
Department Sheriff
Position Title Deputy
Pay Grade S101 Pay Step 2
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

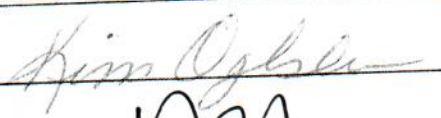

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

1% - 9/6/32
2% - 9/6/37
3% - 9/6/42
4% - 9/6/47

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization 
Human Resources Review 
Commissioner Approval _____

Date 5/13/24
Date 05/15/2024
Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 000937 (leave blank if new employee)

Name Monika Haynes

Department Sheriff

Position Title Corporal

Pay Grade S121 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Supervisor CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

4% - 1/1/24

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002475 (leave blank if new employee)

Name Mark Hegberg

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

- 2% - 1/1/24
- 3% - 6/1/27
- 4% - 6/1/32

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization *Kim Ogle*

Date 5/13/24

Human Resources Review *nm*

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 00939 (leave blank if new employee)

Name Rob Huddleston

Department Sheriff

Position Title Sergeant

Pay Grade S131 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Supervisor CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

3% - 1/1/24
4% - 8/1/24

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 003988 (leave blank if new employee)
Name Nigel Hunter
Department Sheriff
Position Title Deputy
Pay Grade S101 Pay Step 6
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

- 1% - 3/23/25
- 2% - 3/23/30
- 3% - 3/23/35
- 4% - 3/23/40

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature] Date 5/13/24
Human Resources Review [Signature] Date 05/15/2024
Commissioner Approval _____ Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004389 (leave blank if new employee)

Name James Peterson

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

- 1% - 12/1/24
- 2% - 12/1/31
- 3% - 12/1/36
- 4% - 12/1/41

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization *Kim Olsen*

Date 5/13/24

Human Resources Review *nm*

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 000944 (leave blank if new employee)

Name Jeremy Mathena

Department Sheriff

Position Title Sergeant

Pay Grade S121 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Supervisor CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

3% - 1/1/24
4% - 8/1/24

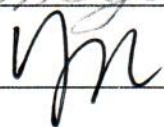
STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization 

Date 05/13/24

Human Resources Review 

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 000945 (leave blank if new employee)

Name Josh Mathena

Department Sheriff

Position Title Detective

Pay Grade S121 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

4% - 1/1/24

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005193 (leave blank if new employee)
Name Tristen Jurgensen
Department Sheriff
Position Title Deputy
Pay Grade S101 Pay Step 5
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

- 1% - 3/1/30
- 2% - 3/1/35
- 3% - 3/1/40
- 4% - 3/1/45

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization *Kim Dykes*
Human Resources Review *ML*
Commissioner Approval _____

Date 5/13/24
Date 05/15/2024
Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004418 (leave blank if new employee)

Name Austin Key

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

- 1% - 1/17/25
- 2% - 1/17/30
- 3% - 1/17/35
- 4% - 1/17/40

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization Kim Ogden

Date 5/13/24

Human Resources Review Ym

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005317 (leave blank if new employee)

Name Micah Kwiat

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

- 1% - 10/11/27
- 2% - 10/11/32
- 3% - 10/11/37
- 4% - 10/11/42

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 00941 (leave blank if new employee)

Name Randy Lake

Department Sheriff

Position Title Corporal

Pay Grade S121 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Supervisor CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

3% - 1/1/24
4% - 1/1/26

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization _____

Date 5/10/24

Human Resources Review _____

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004844 (leave blank if new employee)
Name Brian Lewis
Department Sheriff
Position Title Sergeant
Pay Grade S131 Pay Step 5
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Supervisor CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

2% - 1/1/24
3% - 9/4/28
4% - 9/4/33

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization [Signature] Date 5/13/24
Human Resources Review [Signature] Date 05/15/2024
Commissioner Approval _____ Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002451 (leave blank if new employee)

Name Jeremy Mannin

Department Sheriff

Position Title Corporal

Pay Grade S121 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Supervisor CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

- 2% - 1/1/24
- 3% - 5/14/28
- 4% - 5/14/33

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization _____

Date 5/13/24

Human Resources Review _____

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 000947 (leave blank if new employee)

Name Jason Mathews

Department Sheriff

Position Title Sergeant

Pay Grade S131 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Supervisor CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

3% - 1/1/24
4% - 3/1/24

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 003989 (leave blank if new employee)

Name Lucas McComas

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 1% - 3/23/25
- 2% - 3/23/30
- 3% - 3/23/35
- 4% - 3/23/40

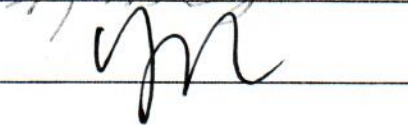
STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization 

Date 5/13/24

Human Resources Review 

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 00905 (leave blank if new employee)

Name Dan McCue

Department Sheriff

Position Title Sergeant

Pay Grade S131 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Supervisor CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

- 2% - 1/1/24
- 3% - 8/1/25
- 4% - 8/1/30

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization *[Signature]*

Date 5/13/24

Human Resources Review *[Signature]*

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 001951 (leave blank if new employee)
Name Mike McLeod
Department Sheriff
Position Title Deputy
Pay Grade S101 Pay Step 6
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 2% - 1/1/24
- 3% - 2/1/25
- 4% - 2/1/30

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature] Date 5/13/24
Human Resources Review [Signature] Date 05/15/2024
Commissioner Approval _____ Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006149 (leave blank if new employee)

Name Zach Moran

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 1

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 1% - 2/1/34
- 2% - 2/1/39
- 3% - 2/1/44
- 4% - 2/1/49

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 003360 (leave blank if new employee)
Name Adam Musgrove
Department Sheriff
Position Title Sergeant
Pay Grade S131 Pay Step 6
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
 - Promotion
 - Step Increase
 - Transfer
 - Reclassification
 - Termination
 - Retirement
 - Remove From Eden
 - Resignation
 - Other Longevity
- *Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Supervisor CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

2% - 1/1/24
3% - 3/1/26
4% - 3/1/31

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature] Date 5/13/24
Human Resources Review [Signature] Date 05/15/2024
Commissioner Approval _____ Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002754 (leave blank if new employee)
Name Dominic Mutch
Department Sheriff
Position Title Deputy
Pay Grade S101 Pay Step 6
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

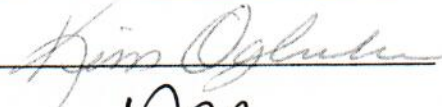
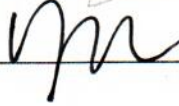
Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

3% - 1/1/24
4% - 8/1/28

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization  Date 5/13/24
Human Resources Review  Date 05/15/2024
Commissioner Approval _____ Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002529 (leave blank if new employee)

Name Paul Nelson

Department Sheriff

Position Title Detective

Pay Grade S121 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 2% - 1/1/24
- 3% - 1/22/28
- 4% - 1/22/33

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002609 (leave blank if new employee)

Name Brad Norton

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 2% - 1/1/24
- 3% - 2/4/28
- 4% - 2/4/33

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization *Kevin Ogden*

Date 5/13/24

Human Resources Review *[Signature]*

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 001568 (leave blank if new employee)
Name Jason Reinfeld
Department Sheriff
Position Title Sergeant
Pay Grade S131 Pay Step 6
Status Full Time Union Teamsters
(full time, part time, temp)
Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION



Per Commissioned Supervisor CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

3% - 1/1/24
4% - 7/19/28

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization  Date 5/13/24
Human Resources Review  Date 05/15/2024
Commissioner Approval _____ Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006095 (leave blank if new employee)

Name Javier Reyna

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 2

Status Full Time Union Teamsters

(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 1% - 11/1/33
- 2% - 11/1/38
- 3% - 11/1/43
- 4% - 11/1/48


STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization 

Date 5/13/24

Human Resources Review 

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002357 (leave blank if new employee)

Name Lee Rison

Department Sheriff

Position Title Sergeant

Pay Grade S131 Pay Step 5

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Supervisor CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated employee:

2% - 1/1/24
3% - 10/1/26
4% - 10/1/31

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization _____

Date 5/13/24

Human Resources Review _____

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 002124 (leave blank if new employee)

Name Carlos Rodriguez

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 2% - 1/1/24
- 3% - 11/1/25
- 4% - 11/1/30

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 001758 (leave blank if new employee)

Name Aaron Seabright

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

2% - 1/1/24
3% - 7/1/25
4% - 7/1/30

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization _____

Date 5/13/24

Human Resources Review _____

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 003501 (leave blank if new employee)

Name Ernie Senseney

Department Sheriff

Position Title Detective

Pay Grade S121 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

1% - 1/1/24

2% - 4/1/25

3% - 4/1/30

4% - 4/1/35

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005408 (leave blank if new employee)

Name Jacob Smith

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 1% - 1/1/24
- 2% - 6/7/26
- 3% - 6/7/31
- 4% - 6/7/36

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization 

Date 5/13/24

Human Resources Review 

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004469 (leave blank if new employee)

Name Cole Soreano

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 1% - 4/3/27
- 2% - 4/3/32
- 3% - 4/3/37
- 4% - 4/3/42

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization _____

Date 5/13/24

Human Resources Review _____

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 003699 (leave blank if new employee)

Name Jerid Sutherland

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 1% - 1/1/24
- 2% - 9/16/28
- 3% - 9/16/33
- 4% - 9/16/38

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 003894 (leave blank if new employee)

Name Ian Sutton

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

1% - 10/12/25
2% - 10/12/30
3% - 10/12/35
4% - 10/12/40

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: _____
Step 6: _____
Step 7: _____
Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005544 (leave blank if new employee)

Name Andrew Tilton

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 1% - 2/1/29
- 2% - 2/1/34
- 3% - 2/1/39
- 4% - 2/1/44

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 004111 (leave blank if new employee)

Name Will Tuengel

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 1% - 8/17/25
- 2% - 8/17/30
- 3% - 8/17/35
- 4% - 8/17/40

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization _____

Date 5/1/24

Human Resources Review _____

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005943 (leave blank if new employee)

Name Anders Wiggum

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 1% - 3/13/24
- 2% - 3/13/29
- 3% - 3/13/34
- 4% - 3/13/39

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization _____

Date 5/13/24

Human Resources Review _____

Date 05/15/2024

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/01/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006091 (leave blank if new employee)

Name Patrick Williams

Department Sheriff

Position Title Deputy

Pay Grade S101 Pay Step 6

Status Full Time Union Teamsters
(full time, part time, temp)

Account Number _____ (required for new hires)

REASON FOR CHANGE

- New Hire*
- Promotion
- Step Increase
- Transfer
- Reclassification
- Termination
- Retirement
- Remove From Eden
- Resignation
- Other Longevity

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Per Commissioned Deputy CBA Appendix A; 2A.1 - Longevity, the following time-line is implemented for indicated personnel:

- 1% - 11/1/33
- 2% - 11/1/38
- 3% - 11/1/43
- 4% - 11/1/48

STEP SCHEDULE (New Emp)

- Step 2: _____
- Step 3: _____
- Step 4: _____
- Step 5: _____
- Step 6: _____
- Step 7: _____
- Step 8: _____

SIGNATURES

Department Authorization [Signature]

Date 5/13/24

Human Resources Review [Signature]

Date 05/15/2024

Commissioner Approval _____

Date _____

Employee	Chelan County Hire Date	Lateral Credited Years/Months of LE Service	Years on as of 1/1/2024	10-14 Years - 1%	15-19 Years - 2%	20-24 Years - 3%	25+ Years - 4%	Percentage as of 1/1/2024
B. PETERSON	8/1/2011		12.42	8/1/2021	8/1/2026	8/1/2031	8/1/2036	1%
BARNES	2/1/2021		2.92	2/1/2031	2/1/2036	2/1/2041	2/1/2046	0%
BIGGAR	11/9/2017		6.08	11/9/2027	11/9/2032	11/9/2037	11/9/2042	0%
BOWTHORPE	2/1/2022	120.00	11.92	2/1/2022	2/1/2027	2/1/2032	2/1/2037	1%
BRUNNER	8/7/2017		6.33	8/7/2027	8/7/2032	8/7/2037	8/7/2042	0%
BUSHY	2/1/2022	108.00	10.92	2/1/2023	2/1/2028	2/1/2033	2/1/2038	1%
CHURCHILL	1/11/2021	60.00	7.92	1/11/2026	1/11/2031	1/11/2036	1/11/2041	0%
CLARK	1/11/2022	48.00	5.17	1/11/2028	1/11/2033	1/11/2038	1/11/2043	0%
DUPLEICH	9/6/2022		1.25	9/6/2032	9/6/2037	9/6/2042	9/6/2047	0%
EAKLE	1/28/2008		15.92	1/28/2018	1/28/2023	1/28/2028	1/28/2033	2%
FLICK	9/10/2012		11.25	9/10/2022	9/10/2027	9/10/2032	9/10/2037	1%
FOREMAN	2/15/2003		20.83	2/15/2013	2/15/2018	2/15/2023	2/15/2028	3%
FRANK	3/15/2019	108.00	13.75	3/15/2020	3/15/2025	3/15/2030	3/15/2035	1%
FRANKLIN	5/1/2006		17.67	5/1/2011	5/1/2021	5/1/2026	5/1/2031	2%
GUERRA	9/6/2022		1.25	9/6/2032	9/6/2037	9/6/2042	9/6/2047	0%
HAYNES	8/1/1996		27.42	8/1/2006	8/1/2011	8/1/2016	8/1/2021	4%
HEGBERG	6/1/2007		16.58	6/1/2017	6/1/2022	6/1/2027	6/1/2032	2%
HUDDLESTON	8/1/1999		24.42	8/1/2009	8/1/2014	8/1/2019	8/1/2024	3%
HUNTER	3/23/2015		8.75	3/23/2025	3/23/2030	3/23/2035	3/23/2040	0%
J. PETERSON	12/1/2016	24.00	9.08	12/1/2024	12/1/2031	12/1/2036	12/1/2041	0%
JER.MATHENA	8/1/1999		24.42	8/1/2009	8/1/2014	8/1/2019	8/1/2024	3%
JO. MATHENA	12/1/1997		26.08	12/1/2007	12/1/2012	12/1/2017	12/1/2022	4%
JURGENSEN	3/1/2020		3.83	3/1/2030	3/1/2035	3/1/2040	3/1/2045	0%
KEY	1/17/2017	24.00	8.92	1/17/2025	1/17/2030	1/17/2035	1/17/2040	0%
KWIAT	1/11/2021	45.00	6.67	10/11/2027	10/11/2032	10/11/2037	10/11/2042	0%
LAKE	1/1/2001		23.00	1/1/2011	1/1/2016	1/1/2021	1/1/2026	3%
LEWIS	9/4/2018	120.00	15.25	9/4/2018	9/4/2023	9/4/2028	9/4/2033	2%
MANNIN	5/14/2008		15.58	5/14/2018	5/14/2023	5/14/2028	5/14/2033	2%
MATHEWS	3/1/1999		24.83	3/1/2009	3/1/2014	3/1/2019	3/1/2024	3%
MCCOMAS	3/23/2015		8.75	3/23/2025	3/23/2030	3/23/2035	3/23/2040	0%
MCCUE	8/1/2005		18.42	8/1/2015	8/1/2020	8/1/2025	8/1/2030	2%
MCLEOD	2/1/2005		18.92	2/1/2015	2/1/2020	2/1/2025	2/1/2030	2%

MORAN	2/1/2024		0.00	2/1/2034	2/1/2039	2/1/2044	2/1/2049	0%
MUSGROVE	3/1/2012	72.00	17.83	3/1/2016	3/1/2021	3/1/2026	3/1/2031	2%
MEJCH	8/1/2008	60.00	20.42	8/1/2013	8/1/2018	8/1/2023	8/1/2028	3%
NELSON	1/22/2008		15.92	1/22/2018	1/22/2023	1/22/2028	1/22/2033	2%
NORTON	2/4/2008		15.83	2/4/2018	2/4/2023	2/4/2028	2/4/2033	2%
REINFELD	7/19/2003		20.42	7/19/2013	7/19/2018	7/19/2023	7/19/2028	3%
REYNA	11/1/2023		0.17	11/1/2033	11/1/2038	11/1/2043	11/1/2048	0%
RISDON	10/1/2006		17.25	10/1/2016	10/1/2021	10/1/2026	10/1/2031	2%
RODRIGUEZ	11/1/2005		18.17	11/1/2015	11/1/2020	11/1/2025	11/1/2030	2%
SEABRIGHT	7/1/2005		18.50	7/1/2015	7/1/2020	7/1/2025	7/1/2030	2%
SENSENEY JR	11/1/2012	31.00	13.75	4/1/2020	4/1/2025	4/1/2030	4/1/2035	1%
SMITH	6/7/2021	120.00	12.50	6/7/2021	6/7/2026	6/7/2031	6/7/2036	1%
SOREANO	4/3/2017		6.67	4/3/2027	4/3/2032	4/3/2037	4/3/2042	0%
SUTHERLAND	10/16/2013	0.67	10.84	9/16/2023	9/16/2028	9/16/2033	9/16/2038	1%
SUTTON	10/12/2015		8.17	10/12/2025	10/12/2030	10/12/2035	10/12/2040	0%
TILTON	2/1/2022	36.00	4.92	2/1/2029	2/1/2034	2/1/2039	2/1/2044	0%
TUENGEL	8/17/2015		8.33	8/17/2025	8/17/2030	8/17/2035	8/17/2040	0%
WIGGUM	3/13/2023	108.00	9.75	3/13/2024	3/13/2029	3/13/2034	3/13/2039	0%
WILLIAMS	11/1/2023		0.17	11/1/2033	11/1/2038	11/1/2043	11/1/2048	0%

ADMINISTRATIVE AGENDA
May 20, 2024

DISCUSSION ITEM:

1. HR Update
2. Administrative Update

ACTION ITEM:

1. Ricoh Lease for Juvenile



EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	CHELAN COUNTY OF		
Contact Name:	Niska Morris	Phone:	(509)667-6597
Address:	300 WASHINGTON ST		City: WENATCHEE
State:	WA	Zip: 98801-2853	Fax/Email: niska.morris@co.chelan.wa.us

Make	Model	Serial Number
	MP5055SP	C339R400419/C86266551

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER

Signature: _____
 Name: Kevin Overbay
 Title: _____
 Date: _____

RICOH USA, INC.

Signature: _____
 Name: _____
 Title: _____
 Date: _____

 Initials

Agreement #: MMSA34331500

MASTER MAINTENANCE & SALE AGREEMENT
NASPO ValuePoint

CUSTOMER INFORMATION					
Full Legal Name	CHELAN COUNTY OF				
Address	316 WASHINGTON ST STE 202				
City	WENATCHEE	State	WA	Zip Code	98801-4105

This Master Maintenance & Sale Agreement ("Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on an Order (defined below). In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an "Order"). Either party may terminate this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

Terms applicable to Service transactions only:

1. **Services.** (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in an Order, service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.

3. **Term; Early Termination.** Each Order shall become effective on the date that Ricoh accepts the Order, and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs anytime after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term of such Order. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of such Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order;

or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/ mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).

8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification.** To the extent not prohibited by applicable law, each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused

by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer upon delivery by Ricoh to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to the lesser of ten percent (10%) of the purchase price or \$200.00. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

15. **Payment; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue for forty-five (45) days, Customer agrees to pay Ricoh a late charge of one percent (1.0%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

19. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.

20. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state in which the applicable participating addendum designates without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

CUSTOMER

By: _____
Name: Kevin Overbay
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____



Lease Amendment

Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

CUSTOMER INFORMATION

Customer Legal Name	CHELAN COUNTY OF	Date	5/14/2024
Contact Name	Niska Morris	Phone	(509)667-6597
Email	niska.morris@co.chelan.wa.us	Fax	

AMENDMENT

This LEASE AMENDMENT (this "Amendment"), dated above, is to the agreements and/or product schedules associated with the equipment/product and agreement/product schedule numbers listed on Exhibit A attached to this Amendment and by this reference made a part of this Amendment (each such agreement and/or product schedule, an "Existing Agreement"; and such equipment/product, collectively, the "Existing Equipment"), in each case between Ricoh USA, Inc. or, if applicable, the party identified below ("we" or us") and the customer identified above ("Customer" or "you").

As of the date of this Amendment, the parties have entered or intend to enter into new agreements and/or product schedules (each such new agreement and/or product schedule, a "Replacement Agreement") either (a) with respect to equipment/product in replacement of, or addition to, or in exchange for, the Existing Equipment (such equipment/product referred to in clause (a) of this paragraph, the "Replacement Equipment") or (b) with respect to the Existing Equipment, reflecting the terms of a refinancing of the applicable Existing Agreement and Existing Equipment (a "Refinancing Transaction").

The parties wish to confirm the removal of the Existing Equipment (except with respect to Existing Equipment subject to a Refinancing Transaction) and any payment changes that will occur under the Existing Agreement(s) on the Effective Date (as defined below) of the Replacement Agreement(s).

The parties, intending to be legally bound, agree as follows:

- On the Effective Date, the minimum periodic payment(s) due and payable under the Existing Agreement(s) shall be modified to delete the portion(s) thereof attributable to the Existing Equipment as reflected on Exhibit A attached hereto and, except with respect to Existing Equipment subject to a Refinancing Transaction, we hereby authorize you to return the Existing Equipment to us or our designee. As used in this Amendment, "Effective Date" means, as applicable, (a) the delivery and acceptance date reflected in the delivery and acceptance certificate signed by you with respect to the Replacement Equipment under the Replacement Agreement(s), or (b), in the case of a Refinancing Transaction, the date we accept the applicable Replacement Agreement. By signing below, you hereby confirm that we may retain any payments made by you for amounts owed on the Existing Agreement(s), including, without limitation, the portion(s) of the minimum periodic payment(s) attributable to the Existing Equipment as reflected on Exhibit A, through the Effective Date, regardless of when such payments were received by us.
- You authorize us or our designee to pick up and remove the Existing Equipment. By signing below, you confirm that we or our designee may rely on this request and the request will be governed by this Amendment. Except for our and our designee's obligations to pick up and remove the Existing Equipment, neither us nor any of our designees assumes any obligation, payment or otherwise, under your lease agreement(s), which shall remain your sole responsibility through the Effective Date. As a material condition to our or our designee's performance to pick up and remove the Existing Equipment, you hereby release us and such designee from, and shall indemnify, defend and hold harmless us and such designee from and against any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of your representations or obligations in relation to your Existing Agreement(s). This paragraph shall not apply to Existing Equipment subject to a Refinancing Transaction.
- If the Replacement Agreement(s) is/are not accepted by us for any reason whatsoever, then (a) this Amendment shall be of no force or effect and the Existing Agreement(s) shall remain in full force and effect, (b) you shall continue to lease or rent the Existing Equipment for the remaining term of the Existing Agreement(s) in accordance with the terms and conditions of the Existing Agreement(s), and (c) you will be liable for all payments and obligations under the Existing Agreement(s) including, without limitation, the portion(s) of the minimum periodic payment attributable to the Existing Equipment as reflected on Exhibit A, for the entire term set forth in the Existing Agreement(s).
- Except to the extent modified by this Amendment, the terms and conditions of the Existing Agreement(s) will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Amendment, as of the date first written above.

CUSTOMER

Ricoh USA, Inc.

X _____
 Authorized Signature Date

 Authorized Signature Date

Kevin Overbay

 Print Authorized Signer Name Title

 Print Authorized Signer Name Title



EXHIBIT A

EQUIPMENT INFORMATION

Make, Model, Serial Number	MP5055SP C339R100665	Contact	Niska Morris
Contract Number	3715872	Portion of Minimum Payment Attributable to Existing Equipment	\$138.48
Pick-Up Address**	316 WASHINGTON ST STE 202	Phone	(509)667-6597
City	WENATCHEE	State	WA
		Zip Code	98801-4105

Make, Model, Serial Number	MP5055SP C339R100680	Contact	Niska Morris
Contract Number	3715872	Portion of Minimum Payment Attributable to Existing Equipment	\$139.15
Pick-Up Address**	316 WASHINGTON ST STE 202	Phone	(509)667-6597
City	WENATCHEE	State	WA
		Zip Code	98801-4105

** Except for Refinancing Transactions



ORDER AGREEMENT

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION			
Customer Legal Name: CHELAN COUNTY OF			
Address Line 1: 316 WASHINGTON ST STE 202		Contact: Niska Morris	
Address Line 2:		Phone: (509)667-6597	
City: WENATCHEE		E-mail: niska.morris@co.chelan.wa.us	
ST/Zip: WA/98801-4105	County: CHELAN	Fax:	

Check all that apply:

- | | |
|--|--|
| <input type="checkbox"/> PO Included PO# | <input type="checkbox"/> PS Service (Subject to and governed by additional Terms and Conditions) |
| <input type="checkbox"/> TS PO# (if applicable) | <input type="checkbox"/> IT Service (Subject to and governed by additional Terms and Conditions) |
| <input type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate) | <input checked="" type="checkbox"/> Fixed Rate Service Term <u>60 Months</u> |
| <input type="checkbox"/> Syndication | |
| <input type="checkbox"/> Add to Existing Service Contract # | |

SERVICE INFORMATION			
SERVICE BILL TO INFORMATION			
Customer Legal Name: CHELAN COUNTY OF			
Address Line 1: 316 WASHINGTON ST STE B		Contact: Niska Morris	
Address Line 2:		Phone: (509)667-6597	
City: WENATCHEE		E-mail: niska.morris@co.chelan.wa.us	
ST/Zip: WA/98801-4105	County: CHELAN	Fax:	
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
60	MONTHLY	MONTHLY	GOLD

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CHELAN COUNTY JUVENILE CT	316 WASHINGTON ST STE 202 Admin	WENATCHEE WA/98801- 4105 CHELAN	Niska Morris	(509)667-6597 niska.morris@co.chelan.wa.us
PRODUCT INFORMATION				

Product Description	QTY	Service Level	Large Paper Metering	Total B/W Allowance <i>MONTHLY</i>	B/W Ovg	Total Color Allowance <i>MONTHLY</i>	Color Ovg	Service Base <i>MONTHLY</i>
RICOH IM5000 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	0	0.0068	0	0	\$0.00

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CHELAN COUNTY JUVENILE CT	316 WASHINGTON ST STE 202 Admin	WENATCHEE WA/98801- 4105 CHELAN	Niska Morris	(509)667-6597 niska.morris@co.chelan.wa.us

PRODUCT INFORMATION								
Product Description	QTY	Service Level	Large Paper Metering	Total B/W Allowance <i>MONTHLY</i>	B/W Ovg	Total Color Allowance <i>MONTHLY</i>	Color Ovg	Service Base <i>MONTHLY</i>
RICOH IM5000 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	0	0.0068	0	0	\$0.00

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CHELAN COUNTY JUVENILE CT	316 WASHINGTON ST STE 202 Detention Center	WENATCHEE WA/98801- 4105 CHELAN	Niska Morris	(509)667-6597 niska.morris@co.chelan.wa.us

PRODUCT INFORMATION								
Product Description	QTY	Service Level	Large Paper Metering	Total B/W Allowance <i>MONTHLY</i>	B/W Ovg	Total Color Allowance <i>MONTHLY</i>	Color Ovg	Service Base <i>MONTHLY</i>
RICOH IM5000 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	0	0.0068	0	0	\$0.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG4	1
TS NETWORK & SCAN CONNECT - SEG4	1
TS NETWORK & SCAN CONNECT - SEG4	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1

ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total:	
Additional Provisions: <i>Insert ANY additional provisions here</i>		(Excludes Tax)
Order is subject to NASPO Contract #140602 & State of Washington Contract PA 06619		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name: kevin overbay	Printed Name:
Title:	Title:
Date:	Date:

Initials



Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

Master Lease Agreement

NASPO ValuePoint

Number: MLA34331500

CUSTOMER INFORMATION

Full Legal Name CHELAN COUNTY OF				
Address 316 WASHINGTON ST STE 202				
City WENATCHEE	State WA	Zip 98801-4105	Contact Niska Morris	Telephone Number (509)667-6597
Federal Tax ID Number* 916001297 <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address niska.morris@co.chelan.wa.us	

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("RicoH") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

- Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- Schedules; Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
- Term; Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the acceptance date of the Equipment or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within thirty (30) days of its due date, you will pay to us, in addition to that Payment, a late charge of 1% per month of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You agree to pay \$25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
- Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- Taxes and Fees.** In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each

subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.

6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. **Indemnity, Liability and Insurance.** (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within forty-five (45) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule with written notice to you even if less than all the Payments

have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. **Renewal; Return of Product.** AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING TO EITHER TERMINATE SUCH SCHEDULE OR TO EXTEND IT TWELVE (12) MONTHS AND SUCH NOTICE IS GIVEN AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14, UNLESS YOUR NOTICE EXTENDED THE TERM FOR TWELVE (12) MONTHS. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses of the Product and will insure the Product for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. We will cleanse and purge (if capable), at no additional cost to you, all data from hard drives in the Equipment prior to removing the Equipment from your location or from any hard drive prior to such hard drive being removed from your location ("Data Management Services"). In the event, you elect to retain possession of a hard drive, you agree to pay us the specified hard drive retention charge. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.
16. **Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH THE APPLICABLE PARTICIPATING ADDENDUM DESIGNATES. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

- (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
- (c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X _____</p> <p style="text-align: center;">Authorized Signer Signature Kevin Overbay</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____</p> <p style="text-align: center;">Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
---	---



Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

Product Schedule NASPO ValuePoint

Product Schedule Number:
Master Lease Agreement Number: MLA34331500

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and CHELAN COUNTY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

CHELAN COUNTY OF				Niska Morris			
Customer (Bill To)				Billing Contact Name			
316 WASHINGTON ST STE 202				316 WASHINGTON ST STE 202			
Product Location Address				Billing Address (if different from location address)			
WENATCHEE	CHELAN	WA	98801-4105	WENATCHEE	CHELAN	WA	98801-4105
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (509)667-6597			Billing Contact Facsimile Number		Billing Contact E-Mail Address niska.morris@co.chelan.wa.us		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model	Street Address/City/State/Zip
1	RICOH IM5000 CONFIGURABLE PTO MODEL	316 WASHINGTON ST STE 202, WENATCHEE, WA, 98801-4105, US
1	RICOH IM5000 CONFIGURABLE PTO MODEL	316 WASHINGTON ST STE 202, WENATCHEE, WA, 98801-4105, US
1	RICOH IM5000 CONFIGURABLE PTO MODEL	316 WASHINGTON ST STE 202, WENATCHEE, WA, 98801-4105, US

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$422.31	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
---	---	--	--

Sales Tax Exempt: YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached: YES (check if yes and indicate total number of pages:)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: PO Subject to NASPO ValuePoint Contract #140602 and 06619

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ Authorized Signer Signature Printed Name: Kevin Overbay Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
--	--

Certificate Of Completion

Envelope Id: 69EDC5F1C16E48EFB2A16EBDCBB0E9FF
 Subject: Ricoh Docs for CHELAN COUNTY OF to Review & Sign (Quote 34331500)
 Source Envelope:
 Document Pages: 17 Signatures: 0
 Certificate Pages: 3 Initials: 0
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Delivered
 Envelope Originator:
 Ricoh DocuSign
 PO Box 6117
 Macon, GA 31208
 RicohDocuSign@RicoH-usa.com
 IP Address: 52.2.226.144

Record Tracking

Status: Original Holder: Ricoh DocuSign Location: DocuSign
 5/14/2024 10:32:52 AM RicohDocuSign@RicoH-usa.com

Signer Events

Kevin Overbay
 Niska.morris@co.chelan.wa.us
 Security Level: Email, Account Authentication (None)

Signature

Timestamp

Sent: 5/14/2024 10:32:55 AM
 Viewed: 5/14/2024 10:36:01 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/14/2024 10:36:01 AM
 ID: 72577e5f-35e1-41a0-839c-b63c7cc0deab

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

West Joshua Allen
 Joshua.West@ricoh-usa.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 5/14/2024 10:32:55 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted 5/14/2024 10:32:55 AM
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Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify RICOH USA Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by RICOH USA Inc. during the course of my relationship with you.

**DEPARTMENT OF COMMUNITY DEVELOPMENT
BOCC AGENDA ITEMS
May 21, 2024**

10:15 A.M

Community Development Director Deanna Walter

Discussion Items:

- 1. Department update**
- 2. Hearing CPA 24-145**
- 3.**

Action Items:

- 1. Stripe Account approval**

Authorization to Set Up and Use Stripe Account

The Chelan County Board of Commissioners hereby approves the attached agreement(s).

Dated this ____ day of _____, 2024

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, CHAIRMAN

ATTEST: ANABEL TORRES

TIFFANY GERING, COMMISSIONER

Clerk of the Board

SHON SMITH, COMMISSIONER

Approved as to form by Chelan County Prosecutor’s Office

MARCUS FOSTER
DEPUTY PROSECUTOR



CHELAN COUNTY

Natural Resources Department

Chelan County Comprehensive Plan Recreation Element Update Staff Report

TO: Chelan County Board of County Commissioners
FROM: Chelan County Natural Resource Department
HEARING DATE: May 21, 2024
FILE NUMBER: CPA 24-145 Recreation Element Update

RECOMMENDED MOTION

The recommended motion is Board of County Commissioner Adoption of the Chelan County Comprehensive Plan Recreation Element. Chelan County Natural Resource Department held a workshop with the Planning Commission on March 27th to present the draft plan and gather feedback to integrate into the final draft. Following the workshop, the Priorities and Capital Improvement Project list were updated and refined. The Natural Resource Department presented the Final Draft Plan to the Planning Commission on April 24th, and the Commission moved to recommend adoption of the Plan. All agency review documents have been submitted including SEPA and Dept. of Commerce requirements. The BOCC adoption of the plan update is the final step in the process.

GENERAL INFORMATION

Applicant	Chelan County
Board of County Commissioners Notice of Hearing Published	May 13, 2024
Board of County Commissioners Hearing on	May 21, 2024
60-day State agency review	State agency review through WA Department of Commerce was initiated on April 11 th , 2024
SEPA Determination	SEPA DNS issued on May 1, 2024

SEPA Environmental Review

The SEPA Non-Project Action Checklist was submitted to Department of Ecology on May 1, 2024. The DNS was published on May 1, initiating the 14-day SEPA review and comment period. Any comments will be included in the final adoption packet.

Agency Comments:

No agency comments received.

Public Comment:

The plan update process included a robust public outreach effort including two open house events and an online survey with over 800 responses. The survey responses are included in the plan document. No additional public comments were received during the Planning Commission Hearings.

60-Day Notice:

The Final Draft Plan was submitted to WA Department of Commerce for State Agency 60-day review on April 11th, 2024.

PROJECT DESCRIPTION – ZTA

Proposal: Chelan County Natural Resource Department has completed an amendment to update the 2017 Chelan County Comprehensive Plan Recreation Element. The amendment incorporates updates in response to changes in demographics and recreation inventory as well as in response to robust community outreach to garner input on desired opportunities and community priorities. The Comprehensive Plan Recreation Element was last updated in 2017. The Washington State Recreation and Conservation Office (RCO) requires Comprehensive Plan updates every 7 years to maintain eligibility for submitting RCO grant proposals. This eligibility is important from a funding standpoint, but the update also ensures that community priorities around Parks and Recreation stay up-to-date and proposed Capital Improvement Projects stay current and relevant. This 2024 update meets both RCO requirements and County Parks and Recreation objectives, and includes updates in the Inventory, Goals and Priorities, and Capital Improvements Project list.

ATTACHMENT

1. Final Pros Plan Update
2. SEPA Checklist
3. Determination of Non-Significance
4. Comment from RC3
5. PC Recommendation



COUNTY OF CHELAN

Recreation Element (PROS Plan) Update

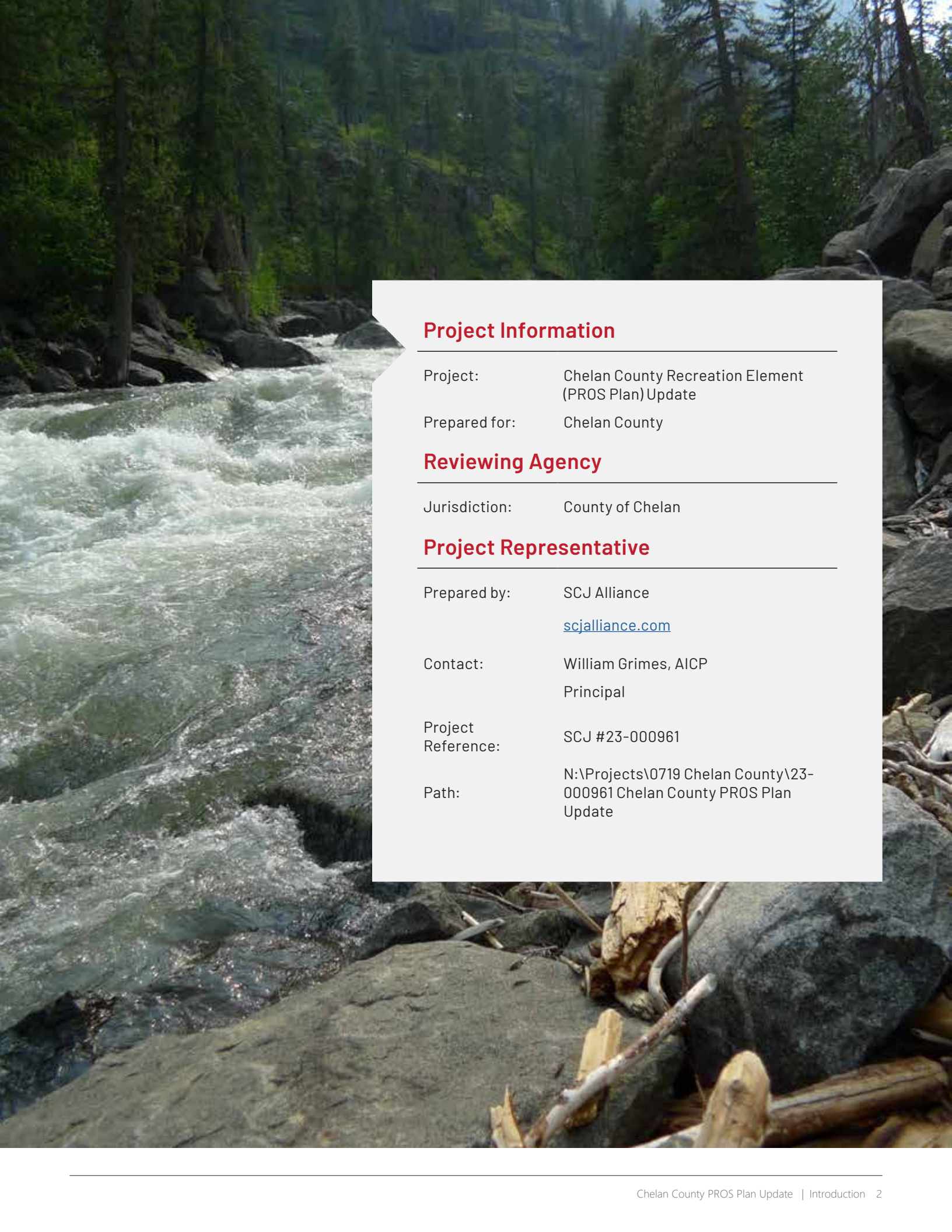
March 2024

County of Chelan

411 Washington St #201

Wenatchee, WA 98801

Phone: 509.667.6533



Project Information

Project: Chelan County Recreation Element
(PROS Plan) Update

Prepared for: Chelan County

Reviewing Agency

Jurisdiction: County of Chelan

Project Representative

Prepared by: SCJ Alliance
scjalliance.com

Contact: William Grimes, AICP
Principal

Project Reference: SCJ #23-000961

Path: N:\Projects\0719 Chelan County\23-000961 Chelan County PROS Plan Update



ACKNOWLEDGMENTS

Chelan County DNR

Mike Kaputa, Director

Erin McKay, Senior Natural Resource Specialist

Hanne Beener, Consultant

SCJ Alliance (Consultant)

Bill Grimes, AICP, Principal-in-Charge

Chris Overdorf, ASLA PLA, Project Manager

Lauren Schubring, Planner & Survey Support

Talon Smith, Demographics Planner

Amber O'Rourke, Geospatial Designer

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Summary

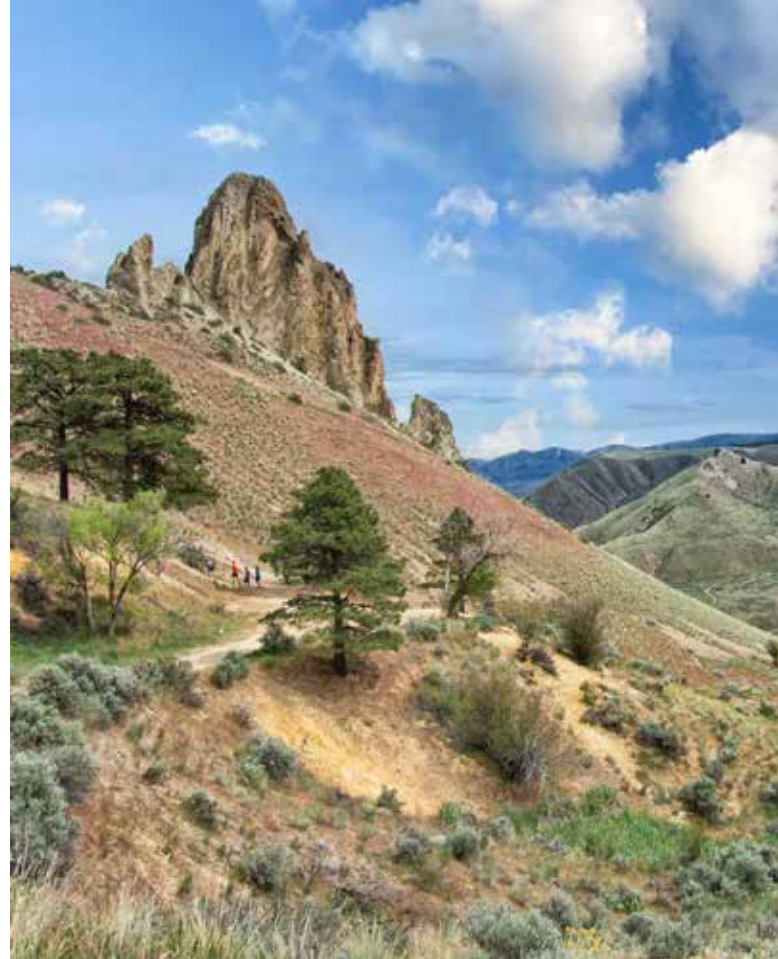
Chelan County's Recreation Element of its Comprehensive Plan, also known as a Parks, Recreation, Open Space, and Trails (PROST) Plan, examines the County's parks, recreation, and open space assets and engages the public in determining their desired quality of life and the appropriate level of recreational service to be provided, then outlines recommended improvements to form a basis for future capital improvement planning. This plan has been prepared in compliance with State of Washington Growth Management Act requirements and serves as the County's strategic plan to deliver parks & recreation services to the community, and complements the policy framework identified in Chelan County's Comprehensive Plan's Parks and Open Space Element. Additionally, the plan has been developed in compliance with the Washington State Recreation and Conservation Office guidelines.

This plan inventoried and analyzed the County's existing parks and trails, not just within Chelan County's purview but also all publicly-owned open space lands. The plan examines the County's parks and recreation service levels in comparison to its current and future projected demographics and in comparison to other Counties and national recreational standards. In this comparison, Chelan County was found to have a lower-than-average ratio of developed park acres to County population; however, it does have a much higher-than-average ratio of public land open to the public.

The planning process engaged the County's residents through a robust public engagement process, including a long-running public online survey and several public workshops in different areas of the County. Participation in the process demonstrated a high level of public enthusiasm toward improved recreational access. Overall, the current level of service provided by the County's parks, recreational facilities, open spaces, and trails was found to be lacking, with many trails and access points overwhelmed. However, an interest in specific additions and improvements generated by the public was captured, including support for additional funding and revenue sources to fill in the missing gaps, and an increase in development and management of current unmanaged or under-managed trailheads and access points.



Overview



Introduction

Welcome to Chelan County's Recreation Element of its Comprehensive Plan, also known as a Parks, Recreation, Open Space, and Trails (PROST) Plan. This document is crafted to meet the Growth Management Act (GMA) requirements and maintain the County's eligibility for Washington State Recreation and Conservation Office (RCO) funding, along with other potential funding sources, over the next six years and beyond.

This document provides a comprehensive overview and assessment of the County's parks, recreation areas, open spaces, and non-motorized trails. It captures the community's recreational needs and preferences through surveys, public outreach initiatives, and online tools. Furthermore, the plan establishes a vision, sets planning goals, and evaluates the current level of service offered by the existing mix of County parks and open spaces.

The Capital Improvement Plan (CIP) is an integral component of this document and, upon formal approval and adoption, finalizes the Recreation Element. It outlines a series of recommended improvements designed to enhance services for the citizens of Chelan County over the next six years and beyond. These recommendations are strategically tied to potential grant funding sources, guiding the County's response and prioritization to align with the desired quality of life envisioned by its citizens.

Purpose

This update evaluates the effectiveness of the County of Chelan County's parks, open spaces, and trails, in conjunction with local and regional parks and recreation assets, in meeting the community's needs. Enclosed within this comprehensive plan are both functional and aspirational goals, objectives, and desires, presenting recommendations for improvements and changes to align with the evolving recreational demands of the community.

Functioning as a dynamic six-year strategic guide and aspirational plan, it outlines strategies for managing and enhancing the County of Chelan County's parks, trails, open spaces, and recreation services. This plan establishes an implementable framework aimed at realizing the community's desired quality of life in relation to its parks, recreation areas, trails, green open spaces, and recreational opportunities. Additionally, it offers a visionary perspective for the County's park and recreation system, suggesting updates to level-of-service standards for park and facility classifications. It addresses departmental and community-wide goals, objectives, and other management considerations, ensuring the continued provision of high-quality recreation opportunities for the benefit of the Chelan County community.

Developed through direct input and guidance from County residents, County staff, and Planning Commission, this update conducts a thorough inventory and evaluation of existing park and recreation areas. It assesses how well the County's parks, open spaces, and trails, in collaboration with other local and regional parks and recreation assets, serve the County's residents. Furthermore, it proposes strategic improvements and changes to meet the evolving recreational demands and needs of the community. Additionally, the plan evaluates conditions for acquisition, site development, financing options, and operational improvements. It concludes by offering a set of policies and recommendations designed to support the community's desired quality of life.

Regulatory Requirements

Growth Management Act Requirements

RCW 36.70A.140, also known as the Growth Management Act (GMA), is highly relevant to a Comprehensive Parks, Recreation, and Open Space (PROS) Plan in Washington State. This statute outlines the requirements for comprehensive planning and development regulations to manage growth in a manner that protects natural resources, promotes economic development, and enhances the quality of life for all of Chelan County's residents.

Specifically, RCW 36.70A.140 mandates that local jurisdictions, such as Chelan County, must plan for and accommodate growth through the adoption of comprehensive plans. These plans must address various elements, including land use, housing, transportation, and parks and recreation. Specifically, RCW 36.70A.140(3) outlines the requirements for a Capital Facilities Plan that consists of:

- ◆ An inventory of existing capital facilities owned by public entities, including green infrastructure, showing the locations and capacities of the capital facilities;
- ◆ a forecast of the future needs for such capital facilities;
- ◆ the proposed locations and capacities of expanded or new capital facilities

- ◆ at least a six-year plan that will finance such capital facilities within projected funding capacities and clearly identifies sources of public money for such purposes; and
- ◆ a requirement to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent. Park and recreation facilities shall be included in the capital facilities plan element.

The Parks and Recreation element, RCW 36.70A.140(8), further describes that the plan shall include:

- ◆ Estimates of park and recreation demand for at least a ten-year period;
 - ◆ an evaluation of facilities and service needs; and
 - ◆ an evaluation of intergovernmental coordination opportunities to provide regional approaches for meeting park and recreational demand.
- Estimates of park and recreation demand for at least a ten-year period;
 - an evaluation of facilities and service needs;
 - an evaluation of intergovernmental coordination opportunities to provide regional approaches for meeting park and recreational demand.

In the context of a PROS Plan, RCW 36.70A.140 provides the legal framework and mandate for municipalities to incorporate parks, recreation, and open space considerations into their comprehensive planning efforts. The PROS Plan acts as a specific component of the broader comprehensive plan, focusing specifically on the development, maintenance, and enhancement of parks, recreational facilities, and green spaces within the community.

By adhering to RCW 36.70A.140, Counties like Chelan ensure that their PROS Plans align with broader state goals for sustainable growth and development. This includes preserving natural areas, providing recreational opportunities for residents, and promoting a high quality of life. Therefore, compliance with RCW 36.70A.140 is essential for Chelan County to maintain eligibility for state funding and to guide its efforts in effectively managing its parks, recreation, and open spaces.



Washington Recreation And Conservation Office (RCO) Requirements

The Recreation and Conservation Office (RCO) is a Washington State agency dedicated to promoting outdoor recreation and conservation. They achieve this through grants and technical assistance, aiming to ensure all residents have access to well-maintained parks and protected natural spaces. But their role goes beyond funding.

The RCO recognizes the importance of well-planned park systems. These systems not only serve communities but also contribute to a network of parks and open spaces across the state. A well-implemented PROS Plan is a roadmap for a city or county's park, recreation, and open space system. It communicates to the RCO the current state of its parks and recreation facilities, budgeting, and programs, where there are gaps in its current and future levels of service, and develops an implementable vision for the community's future. This roadmap assures the RCO that grant money will be used effectively for community needs that align with statewide goals.

The RCO requires a PROS Plan, updated every six years, to comply with the Growth Management Act (GMA), with general expectations to cover the following key elements:

- ◆ **Existing Conditions & Baseline Analysis:** Establishes the groundwork by reviewing past plans, demographics, and park system trends.
- ◆ **Community & Systems Needs Assessment:** Identifies gaps and needs in park infrastructure, assesses facility conditions, and sets service level benchmarks.
- ◆ **Priorities, Strategies, and Implementation Plan:** Compiles the analyses and proposes recommendations. It prioritizes goals, outlines implementation strategies, and establishes a potential capital improvement plan for park development.

More information can be found in RCO's Manual 2: Planning Guidelines (January 2024), which can be found at: <https://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/>.

RCO's Self-Certification Form (See Approvals Section) is required to be submitted with the PROS Plan demonstrating that it followed RCO's framework and ensuring alignment with the GMA. Washington communities can develop a strong vision for their parks and recreation systems and strengthen a city's grant application by demonstrating a clear vision and strategic priorities.

Chelan County Requirements

Potential improvements outlined in this plan were developed to be consistent with Chelan County's County's Comprehensive Plan and applicable codes.

Chelan County's Recreation Element Update forms the 6-year and 20-year Capital Improvement Plans (CIP) serving to inform possible near-term and long-term County budgeting, procurement, and construction needs, while providing the flexibility to adapt to unforeseen opportunities that may present themselves during this plan's performance period.

The CIP noted in this document is in no way or means the final plan to guide all park, recreation, trails, and open space development, acquisition, and maintenance needs the County will undertake over the next six years. It is an aspirational vision of potential projects, agreements, and possible programs developed through a public involvement process designed to capture the community's needs and wishes for its parks & recreation system. Many projects, due to funding changes, procurement challenges, staffing needs, and political priorities, may not be implemented. Yet, the projects reflected in the CIP have been developed in a way so that if the County decides to pursue a specific project, they are best positioned to secure competitive funding from other sources or are prioritized correctly.

Process

While RCO has no specific requirements for the number of pages, number of chapters, or format for comprehensive park plans, it is expected that the plan will capture the organization's needs and, more importantly, the quality of life desired by the community.

The process used to develop Chelan County's Recreation Element Update is modeled after six minimum elements noted in RCO Manual 2: Planning Policies & Guidelines. Whether this plan supports a grant application for a capital project (facility development and land acquisition) or a non-capital project (architectural, engineering, planning, etc.) the organization of this plan and the process followed is purposefully designed to capture the elements expected by RCO.

Aside from this, the first section, the project overview, this plan is structured around six primary sections or elements needed for an effective comprehensive parks plan:



Existing Conditions (Systems Inventory)

A description of the planning or service area, including the physical setting, the community profile, other mutually supportive planning efforts, and a summary of conditions of the complete inventory of each existing outdoor recreation asset or program.

Public Involvement

A description of how the planning process gave the public ample opportunity to be involved in plan development and adoption.

Demand & Needs Analysis

An analysis that takes your inventory work and public involvement into consideration, balancing public demand with your organization's current capacity and future expectations.

Goals and Objectives

The plan must support the applicant's park and recreation mission, including the current project, with broad statements of intent, or goals that capture a community's desired outdoor recreation resources.

Capital Improvement Program

A list of the desired capital improvements or capital facility programs of at least 6 years that lists and prioritizes desired land acquisition, development, renovation, and restoration projects.

Approvals

A resolution, ordinance, or other adoption instrument showing formal approval of the plan and planning process by the governing entity.

The process diagram on the previous page identifies the priority sections needed to develop a GMA-compliant and RCO-certified comprehensive parks & recreation plan; however, many steps ran concurrently.



A large graphic on the left side of the page, consisting of several thick, blue, chevron-like shapes pointing to the right, set against a white background. These shapes are layered and partially overlap each other, creating a sense of depth and movement.

Inventory & Assessment





Introduction & Purpose

The purpose of this chapter is to gain a broad understanding of the current conditions of Chelan County’s parks, recreation, open space and trails, the population that the parks are serving, and the regional context and planning efforts that frame the County’s comprehensive system.

Currently, the County manages three named facilities and two community forests. In addition, the County is also working with the Peshastin community on the feasibility of a new passive park space along the Wenatchee River, each providing a variety of recreation amenities and experiences for the County residents to enjoy.

The inventory and assessment section is assembled across the following four distinct contexts.

Physical Context

Planning Area

Chelan County unfolds beneath the majestic backdrop of snow-covered mountains, glacier-fed waterways, and sprawling forests, where orchards seamlessly blend with sagebrush-covered hills. This unparalleled setting,

renowned on a global scale, offers an abundance of recreational opportunities for both local residents and visitors from across the state, and the globe.

The county’s recreational tapestry is rich and diverse, featuring activities such as hiking, skiing, camping, fishing, boating, and biking, each contributing to the vibrant character of the region. The Cascade Scenic Byway, tracing its route through the northern expanse of the Cascade Mountains and along the southern shores of Lake Chelan, serves as a gateway to these varied recreation opportunities. Utilizing US Highway 97 and US Highway 2, the primary arteries to and through Chelan County, the byway encapsulates the essence of the county’s natural wonders.

Spanning over 2,920 square miles in north-central Washington State, Chelan County ranks as the third-largest county in the state in terms of land area. Geographically, the county shares its northwestern border with Skagit County, while the Cascade Mountains form its western boundaries alongside Snohomish and King Counties. To the northeast, it is bordered by Okanogan County, with the Columbia River delineating the eastern border and shared with Douglas County. The southern boundary neighbors Kittitas County.

A striking characteristic of Chelan County is the substantial portion of publicly owned land, comprising approximately 87 percent of its expanse. The lion’s share (80 percent) of this public domain is seamlessly



integrated into the Wenatchee National Forest. Complementing this, an array of federal, state, and local agencies collaboratively manages the remaining public lands, forming a cohesive network that contributes to the region’s natural beauty and accessibility.

History

The historical tapestry of the region, shaped by the Chelan and Wenatchi Native American tribes, became even more nuanced with recent research. As documented in contemporary studies, the integration of these tribes into the Consolidated Tribes and Bands of the Yakama Nation following the 1855 Yakama Nation Treaty reveals a complex interplay of cultural and political dynamics. Insights from archeological excavations and ethnographic research shed light on the rich heritage and intricate social structures of these indigenous communities.

Advancements in historical documentation highlight that European settlers, arriving in the 1870s and 1880s, not only navigated through switchbacks but also encountered formidable challenges in adapting to the local ecosystems. Ongoing environmental research underscores the ecological impact of early settlement patterns on the Wenatchee Valley, providing

a more comprehensive understanding of the region’s environmental evolution.

Incorporation in 1892 marked a pivotal moment for Wenatchee, and recent analyses delve into the socio-economic factors that influenced the decision-making process. Additionally, insights from urban development studies showcase how the first train’s passage in the area catalyzed subsequent urbanization trends.

Recent interdisciplinary studies in agriculture and water resource management shed new light on the historical role of irrigation canals in Chelan County. This research underscores the enduring importance of water management practices and their implications for sustainable agriculture in the region. Moreover, a contemporary examination of public utility districts and their impact on local governance provides insights into the evolving power dynamics within Chelan County. Ongoing research in energy policy and sustainability offers a fresh perspective on the role played by the Chelan County PUD and its contributions to the region’s energy landscape.

Leavenworth’s economic transformation in the 1960s, documented through economic analyses and sociological studies, provides a more nuanced understanding of the community’s decision to adopt a Bavarian theme. Recent

interviews with local residents and business owners offer valuable perspectives on the socio-economic factors that fueled Leavenworth's growth as a tourist destination.

Current agricultural research reveals the ongoing diversification of fruit crops in Chelan County, with a particular emphasis on the expansion of blueberries and wine grape cultivation. The flourishing wine economy, explored in contemporary studies on viticulture and tourism, showcases its pivotal role in attracting visitors to the region.

In conclusion, recent research enriches the historical narrative of the region, offering a more intricate and multidisciplinary perspective on its development, cultural heritage, and economic transformations.

Topography

Chelan County boasts a remarkable topographic tapestry, ranging from the lowlands hugging the Columbia River, just under 600 feet above sea level, to the soaring peaks that punctuate the skyline, several of which breach the 9,000-foot mark. Among these lofty summits, Bonanza Peak reigns supreme, standing proud as the county's loftiest pinnacle at an elevation of 9,511 feet. What distinguishes Bonanza Peak further is its claim to fame as the highest non-volcanic peak not just in the state of Washington but across the entire Cascade Range.

Within Chelan County, the Cascade Range unfolds into various sub-ranges, each contributing its unique character to the region's diverse topography. The Chelan Mountains, Entiat Mountains, Chiwaukum Mountains, Sawtooth Range, and the Stuart Range are among these distinctive sub-ranges, each offering its own set of scenic wonders and recreational opportunities. These ranges provide a canvas for a myriad of activities, from well-developed recreational pursuits to more primitive, backcountry adventures.

Exploration within these sub-ranges unveils a treasure trove of natural wonders. The Chelan Mountains, with their undulating terrain, invite hikers and nature enthusiasts to traverse through canyons and foothills adorned with shrub-steppe habitats. The Entiat Mountains, dominated by dry ponderosa forests, present a landscape ripe for exploration and discovery. The Chiwaukum Mountains, with their high alpine meadows, beckon adventurers to explore the elevated realms and witness breathtaking vistas.

Further afield, the Sawtooth Range showcases its rugged beauty, offering opportunities for both developed and primitive recreation. Meanwhile, the Stuart Range stands as a testament to the geological diversity of the region, providing a scenic backdrop for those seeking to

immerse themselves in the untouched wilderness.

In essence, Chelan County's topography is a dynamic canvas, painted with elevations that span the spectrum from river valleys to towering peaks. The sub-ranges of the Cascade Range add layers of complexity to this natural masterpiece, creating a playground for outdoor enthusiasts and a haven for those seeking diverse and awe-inspiring landscapes.

Hydrology

Rivers and their valleys stand as defining features of Chelan County, with the Wenatchee, Entiat, and Chelan Rivers serving as significant tributaries to the Columbia River. Originating high in the Cascade Mountains, these watersheds provide essential resources for drinking water, irrigation, recreation, and diverse fish and wildlife habitats.

The Chelan River Basin revolves around the grandeur of Lake Chelan, the largest natural lake in Washington, extending over 50 miles and reaching depths of almost 1,500 feet. Notable tributaries like the Stehekin River, Railroad Creek, and Twenty-Five Mile Creek contribute to its inflow, regulated by the Lake Chelan Dam. The Entiat River, emerging below Mount Fernow's Entiat Glacier, is the smallest of the three major watersheds, gathering waters from the North Fork Entiat River and the Mad River before joining the Columbia in Entiat.

The Wenatchee River, the largest watershed in the county, drains southern Chelan County. Originating as the Little Wenatchee and White Rivers, it flows through Lake Wenatchee and converges at Wenatchee Confluence State Park before discharging into the Columbia River. Tributaries such as Chiwawa River, White River, Little Wenatchee River, Nason Creek, and Icicle Creek contribute to over 90% of the river's average flow.

In addition to Lake Chelan and Lake Wenatchee, numerous lakes, varying in size, are scattered across Chelan County, supporting a range of recreational activities. The majority of these lakes are nestled within federally designated wilderness areas, contributing to the region's allure and diverse offerings

Habitat

Chelan County boasts an array of habitat types, characteristic of regions east of the Cascade Mountains, exhibiting remarkable diversity. Wetlands trace the Columbia River and Lake Chelan shorelines, while the shrub-steppe habitat thrives in the county's canyons and foothills. Ponderosa forests, dry and flourishing, coexist with meadows nestled in the high alpine zones. The area teems with an assortment of wildlife, including mule



deer, elk, black bears, coyotes, cougars, and a myriad of small mammals and birds. The native tree population comprises western red cedar, Douglas and grand firs, ponderosa and white pines, big leaf, Douglas, and vine maples, along with dogwoods, alders, and cottonwoods. Beneath or beyond the tree canopy, the landscape features grasses, sagebrush, and shrubs.

Climate

The region's climate exhibits a fascinating blend, bridging characteristics of the milder, moister Puget Sound and the drier climate of central Washington. Temperature fluctuations from hot summers to cold winters are more pronounced, varying with elevation and proximity to the Cascade Crest. Precipitation generally decreases inland, but Lake Chelan plays a crucial role in moderating temperatures, contributing to the area's success as a thriving growing region.

Demographic Context

In order to make planning recommendations that will work for Chelan County, it is important to understand who lives in Chelan County, with details including population, demographics, income, housing, education, employment, and transportation.

Each of these categories and sets of data shares something new about Chelan County and its use of the parks and recreation system. With each data point, it is important to consider how parks, trails, and open spaces can better serve both the sets of people who show as the majority in a data set and those who are a minority. It is clearly a necessity to make sure that the parks system works well for those in the majority and who already frequent these spaces. It is also sometimes most critical to see who the minority is and to think about how to make the parks system more accessible so that Chelan County can increase its park use and ensure the system is working for all community members.

Key Takeaways

- ◆ Chelan County's population was estimated to be 81,500 in 2023 and **the population projection for Chelan County in 2050 is roughly 97,195**. This means that Chelan County will need to accommodate roughly **15,695 new residents by 2050** – a 19.3% increase from 2023. This includes implementing a parks plan to accommodate the

level of service desired by the community.

- ◆ **The median age in Chelan County is 39.9**, which is higher than that of Washington State (37.9). 29.8% of households have at least one person under 18, and 36.9% of households have at least one person 65 or older. It is important that the parks plan takes these two populations into account.
- ◆ **About 72.2% of Chelan County residents are white alone, 28.0% identify as Hispanic or Latino**, 1.0% are Asian alone, 0.3% are Black or African American, 0.5% are American Indian or Alaska native, 0.1% are Native Hawaiian/Pacific Islander, 0.5% are some other race, and 3.7% are two or more races. 27.8% of the Chelan County population is an ethnicity that isn't white alone. 26.0% speak a language other than English. Programming and recreational opportunities for Chelan County should serve the uniqueness of this community.
- ◆ **Of the total population, 17.5% of the population have at least one disability**. 6.7% have difficulty with walking, 5.7% have cognitive difficulty, 6.7% have difficulty with hearing and 6.9% have difficulty with vision. These disability categories should be taken into consideration when planning public spaces.
- ◆ **19.9% of residents are living at or below 149% of the poverty level**, indicating that they likely have limited disposable income available for recreational activities.
- ◆ 68.7% of all housing units in Chelan County are single-family units, and 12.3% are mobile home units. Considering population density within Chelan County would only benefit the parks plan.
- ◆ **5.0% of residents have no vehicle available**, and for parks to be accessible to all residents, walkability is a crucial factor.
- ◆ **70.5% of Chelan County residents travel less than 25 miles to work**. Chelan County PROS Plan considerations should accommodate those who both live and work within the county, and it may be useful to use employment locations and concentrations to better serve the workforce with parks near local businesses.
- ◆ **Chelan County has a median household income of \$64,895, which is much less than Washington statewide median household incomes (\$82,400). However, incomes are not consistent throughout the County**. In particular, Wenatchee includes some of the lowest-income census tracts, and the areas surrounding Wenatchee have some of the highest-income census tracts. Considerations should be made within PROS recreation and programming to accommodate and serve the needs and demands of all communities in Chelan County and thereby developing an equitable distribution of parks systems.

Population

Historic Trends

Chelan County has experienced a largely stable population over the past 30 years, with a significant estimated population increase from 1990 to 2000. Chelan County’s population appears to be increasing at a similar rate to overall trends in Washington State. The table below shows a steady increase in Chelan County’s population from 2010 to 2023.

Population Forecast

The population projections for Chelan County are based on the Washington State Office of Financial Management’s (OFM) countywide population projections. OFM publishes low, medium, and high population projections for all counties in Washington every five years, and the most recent projections were released in 2022. This plan will utilize the new OFM projections to project a population for Chelan County through the year 2050.

This process utilizes the OFM medium-level projection as the forecasted population. The OFM medium-level projection for Chelan County for 2050 is 97,195.

This means that Chelan County will need to accommodate roughly 15,695 new residents by 2050 – a 19.3% increase from 2023. Figure 2.1 at the top of the following page shows the estimated historical population from 1990 to 2023 and the population projection growth until 2050.

Census Population	Chelan County		WA State	
	Count	Growth Rate	Count	Growth Rate
1990	52,250	–	4,866,692	–
2000	66,616	27.49%	5,894,121	21.11%
2010	72,453	8.76%	6,724,540	14.08%
2020	79,141	9.23%	7,705,281	14.58%

Source: OFM Decennial Census Counts of Population for the State, Counties, Cities and Towns 1990-2020.

Year	Chelan County	
	Population	Growth Rate
2010	72,453	–
2011	71,787	-0.92%
2012	73,687	2.65%
2013	73,967	0.38%
2014	74,588	0.84%
2015	75,463	1.17%
2016	76,338	1.16%
2017	76,533	0.26%
2018	77,036	0.66%
2019	77,200	0.21%
2020	79,141	2.51%
2021	80,000	1.09%
2022	80,650	0.81%
2023	81,500	1.05%

Source: ACS 5-Year Estimates Data Profiles, DP05 and OFM Population Projections for years 2020-2023.

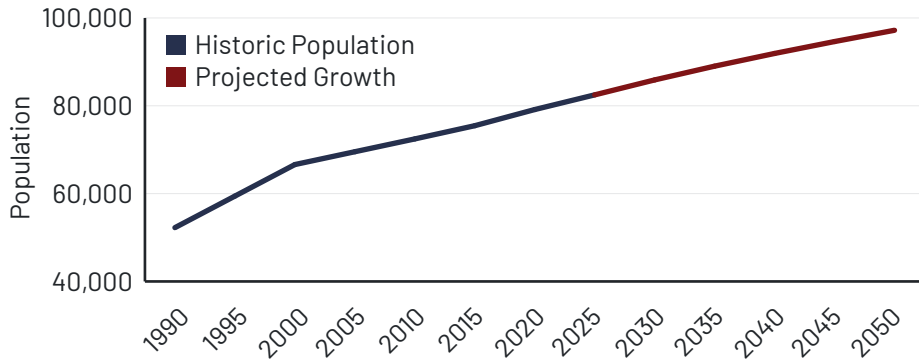


Figure 2.1: Chelan County Population Projection

Source: US Census (2000, 2010, 2020) and OFM County Population Forecasts

Gender	Estimate	Percent
Male	39,511	50.3%
Female	38,997	49.7%

Source: American Community Survey 2021 5-year estimates, DP05.

Age	Chelan County Estimate	Chelan County %	WA State %
Under 5 years	4,625	5.9%	5.9%
5 to 9 years	5,512	7.0%	6.2%
10 to 14 years	5,166	6.6%	6.3%
15 to 19 years	4,887	6.2%	6.0%
20 to 24 years	4,622	5.9%	6.3%
25 to 34 years	9,665	12.3%	15.1%
35 to 44 years	9,379	11.9%	13.7%
45 to 54 years	8,773	11.2%	12.3%
55 to 59 years	5,319	6.8%	6.3%
60 to 64 years	5,633	7.2%	6.4%
65 to 74 years	8,873	11.3%	9.6%
74 to 84 years	3,968	5.1%	4.1%
85 years and over	2,086	2.7%	1.7%

Source: American Community Survey 2021 5-year estimates, DP05

Population Demographics

Age & Gender

Chelan County has a slightly higher percentage of male residents than female residents. The 2021 American Community Survey (ACS) 5-year estimates indicate the age categories with the highest populations in Chelan County are 25 to 34 years (12.3%), 35 to 44 years (11.9%), and 65 to 74 years (11.3%). The median age in Chelan County is 39.9, which is higher than that of Washington State (37.9). Approximately 2.5% of the population is under 18, and 19.0% of the population is age 65 or older. According to census data (specifically DP1), 29.8% of households have at least one person under 18, and 36.9% of households have at least one person 65 or older. It is important that the parks plan takes these two populations into account.

Race & Ethnicity

About 72.2% of Chelan County residents are white alone, 28.0% identify as Hispanic or Latino, 1.0% are Asian alone, 0.3% are Black or African American, 0.5% are American Indian or Alaska native, 0.1% are Native Hawaiian/Pacific Islander, 0.5% are some other race, and 3.7% are two or more races. 27.8% of the Chelan County population is an ethnicity that isn't white alone. Figure 2.2 on the following page shows the race and ethnicity percentages of Chelan County vs Washington State as a whole.

While understanding racial and ethnic demographics can help identify the need for incorporating languages other than English into parks planning, operations, and programming, it is even more critical to examine English proficiency and languages spoken at home, as Census data does not indicate cultural identities of populations. Increasing efforts to engage with residents in the languages represented by community members could help make planning efforts and parks more accessible to all.

Of Chelan County residents over the age of 5 who were included in the ACS data, 26.0% speak a language other than English. (2021: ACS 5-Year Estimates, S1601). 24.0% speak Spanish at home. Of the roughly 19,182 residents who speak a language other than English, 39.3%, or 7,530 indicated that they speak English "less than very well." 24.0% of residents speak Spanish at home, 1.3 % speak another Indo-European language, and 0.6% speak an Asian or Pacific Islander language (2021 ACS S1601). It is also worth noting that Census data and estimates often have an undercount of non-English speakers, as undocumented residents with the community do not feel safe filling out the surveys.

Disability

Disability metrics for Chelan County are important to understand, as they help in identifying the accessibility needs of the population and incorporating amenities within the parks system for greater access. This information also helps to

determine how many people are likely to travel to parks and open spaces. According to the U.S. Census, 17.5% of the population have at least one disability. This is a higher percentage of the population that lives with a disability than Washington (12.7%). In further developing a parks plan for Chelan County, it is important to consider amenities and accommodations which would serve the portion of the population who live with disabilities.

Figure 2.3 shows the percentage of residents within Chelan County living with a disability according to the U.S. Census. Of the total population, 6.7% have difficulty with walking, 5.7% have cognitive difficulty, 6.7% have difficulty with hearing and 6.9% have difficulty with vision. These disability categories should be taken into consideration when planning public spaces. Additionally, 5.1% need assistance with independent living, and 2.6% need assistance with self-care. Disability impacts most people at some point in their lives, so the more accessible communities are, the more they will be able to benefit the whole population.

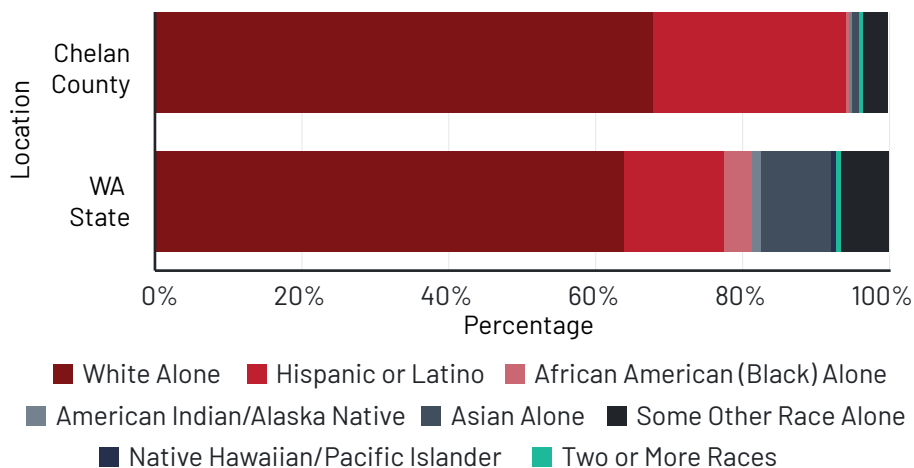


Figure 2.2: Race and Ethnicity Percentages of Chelan County versus WA State

Source: 2020 Decennial Census, DP1

Ethnicity	Chelan Count Estimate	Chelan County %	WA State %
Hispanic or Latino (Any Race)	22,104	28.0%	13.7%
Not Hispanic or Latino	56,970	72.0%	86.3%

Source: 2021 ACS 5-Year Estimates, DP05

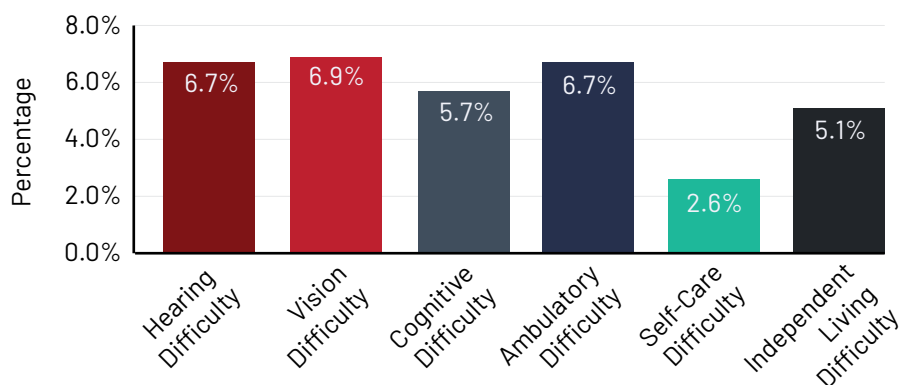


Figure 2.3: Percentage of Chelan County's Population Living with Disability

Source: 2021 ACS 5-Year Estimates, S1810.

Income

The median household income in Chelan County per 2021 ACS estimates was approximately \$64,895 compared with Washington State at \$82,400. Overall, Chelan County income brackets are consistent with statewide households. 38.1% of Chelan County households make less than \$50,000 a year. Table 2-6 below shows the distribution of household incomes for Chelan County and Washington State. Figure 2.4 below shows a graph of the income distributions. The median property value in Chelan County is \$492,700.

In 2021, the census tracts with the highest Median Household Income in Chelan County, WA was Census Tract 9607 (north of Wenatchee) with a median income of \$108,750, followed by Census Tract 9605.02 (near Monitor, South of Monitor and West of Wenatchee) with a median income of \$94,421 and Census Tract 9612 (south of Wenatchee), with a median income of \$93,464. The tracts with the lowest median household incomes are Tract 9610.02 (Wenatchee) at \$36,003, Tract 9608.03 (Wenatchee) at \$37,940, and Tract 9611.01 (Wenatchee) at \$44,792.

The map on the following page shows all of the tracts in Chelan County, WA colored by their Median Household Income. As seen from the visualization, the areas surrounding Wenatchee have concentrations of census tracts with higher average incomes, and Wenatchee proper has a concentration of census tracts with lower median incomes. Considerations should be made within Chelan County PROS recreation and programming to accommodate and serve the needs and demands of all communities in Chelan County and thereby developing an equitable distribution of parks & recreation elements.

Household Income	Chelan County Households	WA State Households
Less than \$10,000	3.0%	4.2%
\$10,000 to \$14,999	3.2%	2.9%
\$15,000 to \$24,999	9.4%	5.9%
\$25,000 to \$34,999	9.8%	6.4%
\$35,000 to \$49,999	12.7%	10.1%
\$50,000 to \$74,999	18.4%	16.3%
\$75,000 to \$99,999	12.7%	13.4%
\$100,000 to \$149,999	15.7%	18.7%
\$150,000 to \$199,999	8.0%	9.8%
\$200,000 or more	7.1%	12.4%
Total Households:	29,474	2,931,841
Median Income (Dollars):	\$64,895	\$82,400

Source: 2021 ACS 5-Year Estimates, DP05

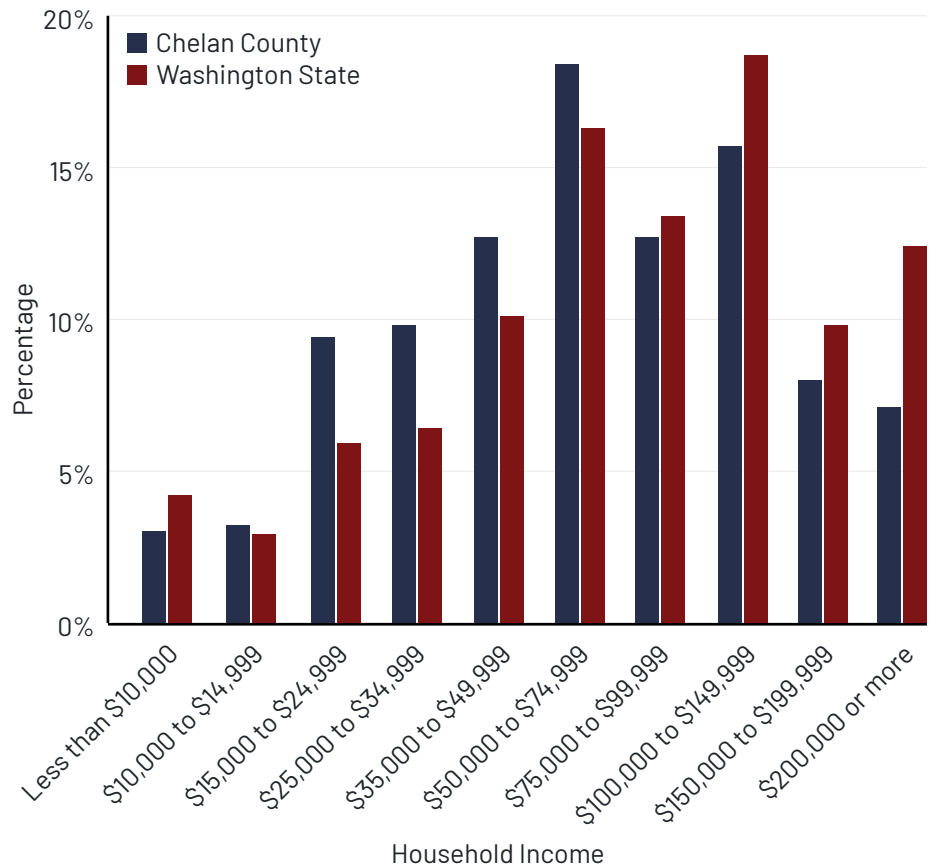


Figure 2.4: Chelan County and WA State Household Income

Source: 2021 ACS 5-Year Estimates, S1810.

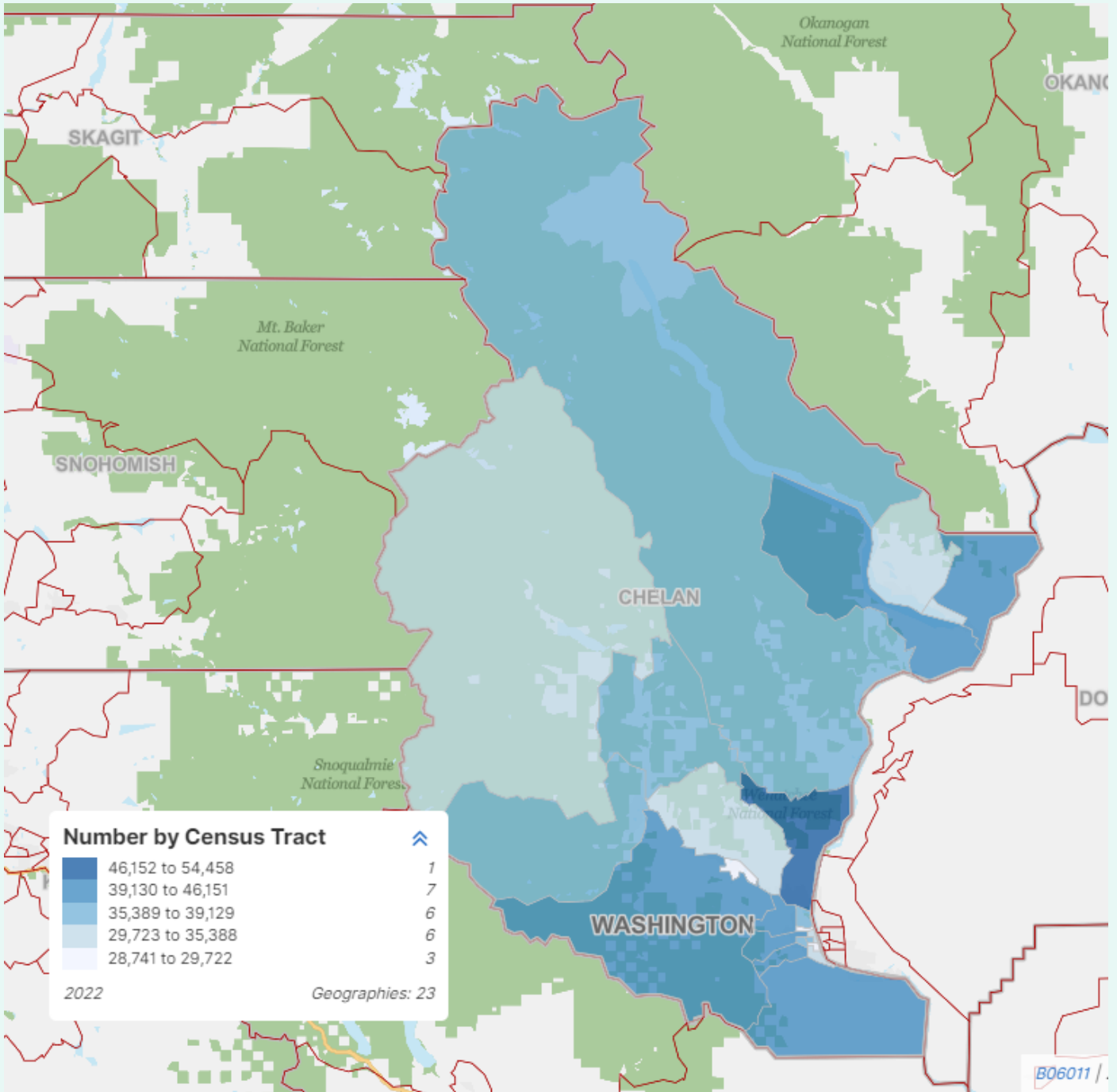


Figure 2.5: Chelan County Census Tracts and Median Incomes

Source: S1901, ACS 2022, 5-Year Estimates

Table 2-7 identifies the number of residents over the age of one and their poverty status in 2021. For reference, according to the 2021 Federal Poverty Guidelines, being below the poverty level for a one-person household would earn less than \$12,880 or for a four-person household it would be \$26,500, with other amounts for other household sizes. 150% of the poverty level for a one-person household is \$19,320 or \$39,750 for a four-person household. This paints a picture of finances for all residents in Chelan County – with a reminder that this includes both adults and children. It is important to note that 19.9% of residents are living at or below 149% of the poverty level, indicating that they likely have limited disposable income available for recreational activities.

Poverty Status	%
# of People for Whom Poverty Status is Determined (Age 1 and over)	77,001
Below 100% of the poverty level	10.7%
100-149% of the poverty level	9.2%
At or above 150% of the poverty level	80.1%

Source: 2021 ACS 5-Year Estimates, S0701.

Housing

Housing Type

Table 2-8 presents the distribution of various housing unit types in Chelan County, along with their corresponding percentages relative to the total housing within Chelan County and the state of Washington. 68.7% of all housing units in Chelan County are single-family units, which is higher than Washington (67.1%). Chelan County also has a lower percentage of structure with 20 or more units (4.7%) than Washington (11.7%), and it has a higher percentage of mobile homes (12.3%) than the state as a whole (5.9%). Otherwise, the distribution of housing types are generally consistent with Washington state percentages.

Housing Type	Chelan County # of Units	Chelan County %	WA State %
1, detached	25,482	65.8%	63.0%
1, attached	1,137	2.9%	4.1%
2	971	2.5%	2.3%
3 or 4	1,226	3.2%	3.6%
5 to 9	1,061	2.7%	4.4%
10 to 19	2,246	5.8%	4.8%
20 or more units	1,840	4.7%	11.7%
Mobile home	4,781	12.3%	5.9%
Boat, RV, van, etc.	0	0.0%	0.2%
Total:	38,744	38,744	3,170,695

Source: 2021 ACS 5-Year Estimates, DP04.

Housing Tenure

Excluding vacancy rates, 64.7% of occupied units in Chelan County are owner-occupied and 35.3% of units are renter-occupied. The percentage of owner-occupied housing is consistent with Washington state (63.6%) percentages. This is consistent with Chelan County's housing values and incomes. Figure 2.6, right, shows owner vs. renter rates in Chelan County Washington.

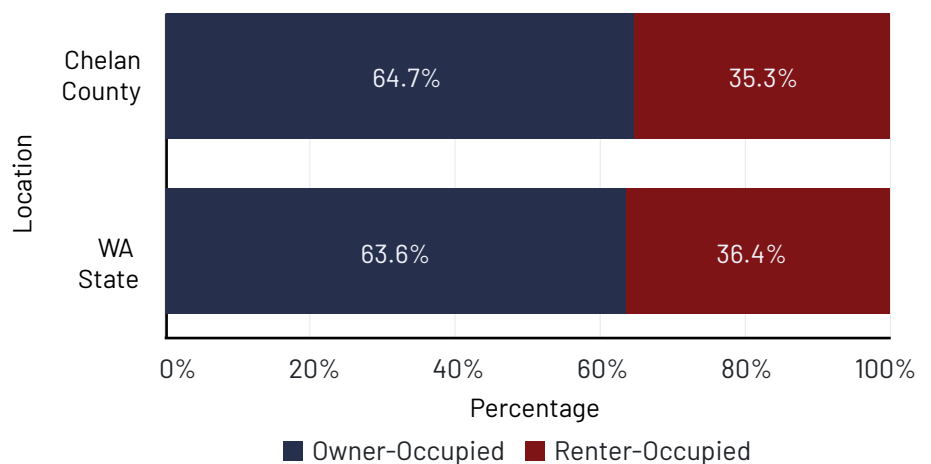


Figure 2.6: Owner vs. Renter in Chelan County and WA State

Source: 2021 ACS 5-Year Estimates, DP04.

Average Household Type

The average household size in Chelan County is 2.62 people, which is a slightly higher average household size than Washington State at-large (2.55 people). Table 2-9 provides a breakdown of the average number of households per type of household. This information is useful when considering what housing types might be best suited for people in Chelan County with differing life circumstances. While a single-family home might be most suitable for certain family households, multi-family homes might create a greater sense of community for households with one parent present, and smaller units may be better suited for nonfamily households. This table shows that Chelan County has a slightly lower percentage of married households (49.7%) than statewide percentages (50.1%).

Employment & Transportation

Employment

The civilian employed population 16 years and over in Chelan County is estimated to be 36,584, according to 2021 American Community Survey 5-year estimates (DP03). The largest industry employment sectors in Chelan County are educational services, health care and social assistance (22.7%) and retail trade (12.0%). Chelan County’s public administration sector employs a higher percentage of the population than that of Washington, but is otherwise generally consistent with statewide percentages.

Employment Inflow/Outflow

Figure 2.7 shows the US Census OnTheMap estimates for inflow and outflow of daily jobs in Chelan County. This identifies that a greater number of people travel into Chelan County for employment (18,494) than travel out of the county (17,057). 20,882 people remain in Chelan County to live and work. It is important to note that employment has changed for many people since the 2020 Census, with many more people working from home. These numbers continue to change each year following the pandemic.

Household Type	Chelan County # Households	Chelan County %	WA State %
Married-couple family household	14,637	49.7%	50.1%
Male householder, no spouse present, family household	5,219	17.7%	18.1%
Female householder, no spouse present, family household	7,307	24.8%	23.6%
Cohabiting couple households	2,311	7.8%	8.2%
Total:	29,474	29,474	2,931,841

Source: 2021 ACS 5-Year Estimates, DP04.

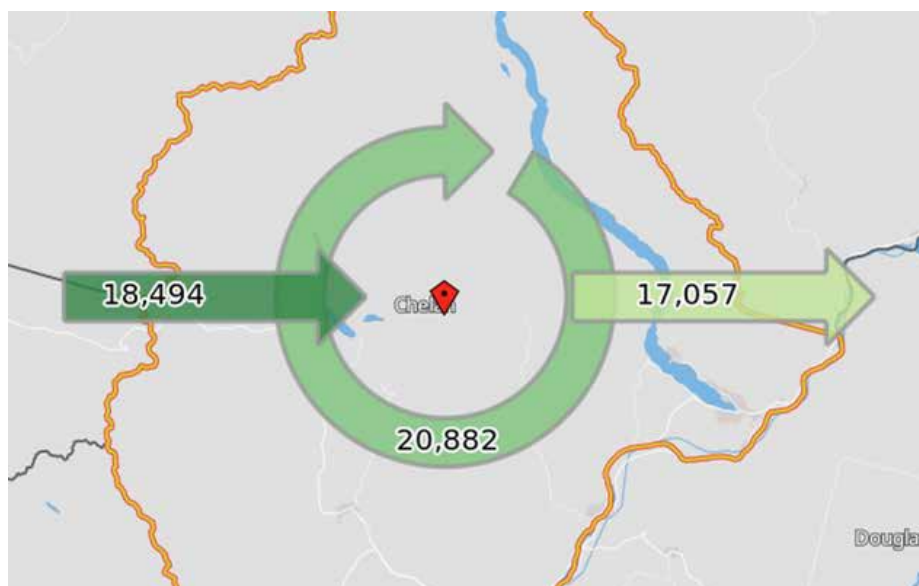


Figure 2.7: Inflow/Outflow of Employment in Chelan County

Source: OnTheMap, 2021 Census Estimates.

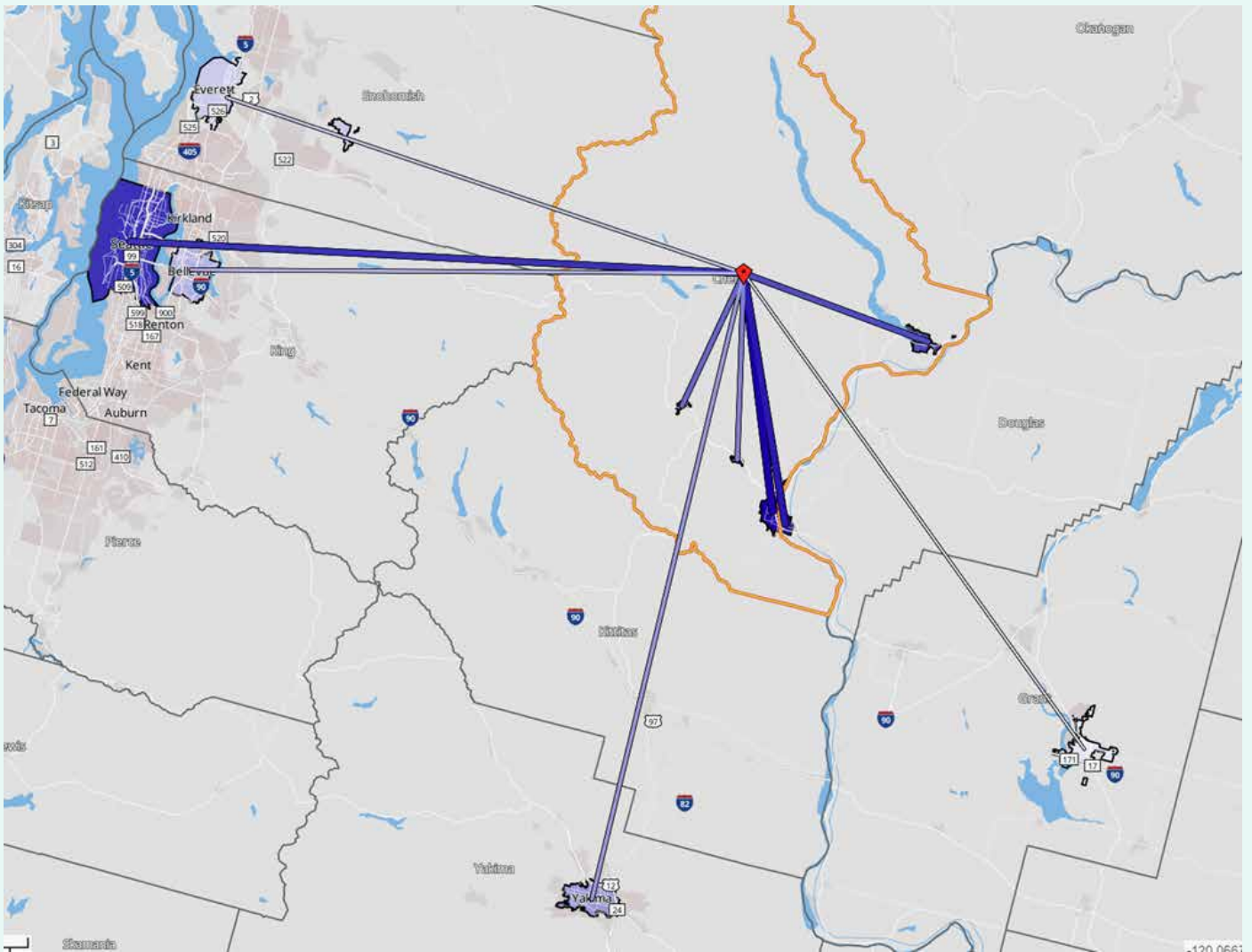


Figure 2.8: Employment Locations of Chelan County Residents
 Source: OnTheMap, 2021 Census Estimates.

Table 2-10: Chelan County Distance Traveled to Work		
Distance	Chelan County %	WA State %
Less than 10 miles	58.2%	49.4%
10 to 24 miles	12.3%	27.0%
25 to 50 miles	7.0%	10.4%
Greater than 50 miles	22.5%	13.2%

Source: OnTheMap, 2021 Census Estimates.

Employment Locations

Figure 2.8 above shows a map of the top 10 employment locations of Chelan County residents in 2021, emanating from Chelan County. According to the OnTheMap visualization, there are concentrations of employment in Wenatchee, East Wenatchee, Seattle, Chelan, and Leavenworth, with lower concentrations in other cities (Cashmere, Yakima, Bellevue, Everett, Moses Lake, etc.).

2-10, left, shows the distances residents travel to work and the percentage of the populations in Chelan County and Washington. 49.9% of Chelan County residents travel less than 10 miles for work, which is a slightly higher percentage compared to statewide percentages (49.4%). About 61.4% of Chelan County residents travel less than 25 miles to work, and 32.4% work greater than 50 miles away from home.

Means of Transportation to Work

Table 11 below shows the means of transportation for the populations of Chelan County and Washington. 84.9% of Chelan County residents travel by car/truck/van to work, which is a higher percentage compared to statewide (76.9%). 1.0% of Chelan County residents take public transportation to work, and 7.3% of residents work from home according to 2021 estimates.

Table 2-11: Chelan County Means of Transportation to Work		
Distance	Chelan County %	WA State %
Car, truck, or van	84.9%	76.9%
Public transportation (excluding taxicab)	1.0%	5.2%
Walked	3.8%	3.3%
Bicycle	0.6%	0.7%
Taxicab, motorcycle, or other means	2.3%	1.2%
Worked from home	7.3%	12.6%

Source: American Community Survey 2015-year estimates, Table S0801.

Access to Vehicles

Figure 9 below shows the access Chelan County residents have to vehicles. 34.6% of people in Chelan County have access to 2 vehicles, and 30.5% have access to 3 or more vehicles at any time. It is important to note that 5.0% of residents have no vehicle available, and for parks to be accessible to all residents, walkability is a crucial factor.

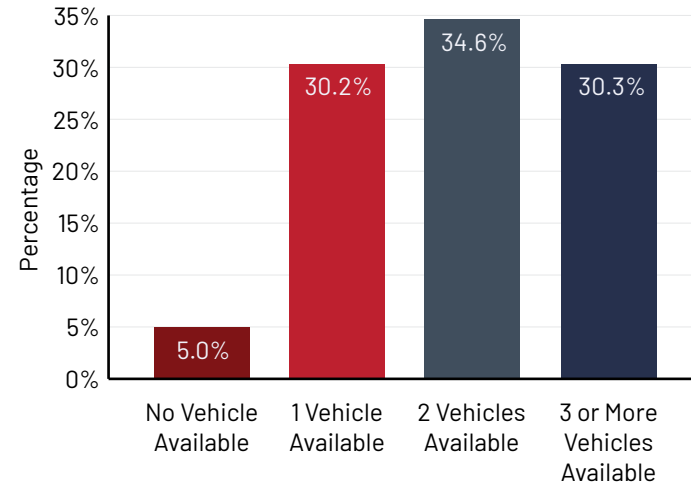


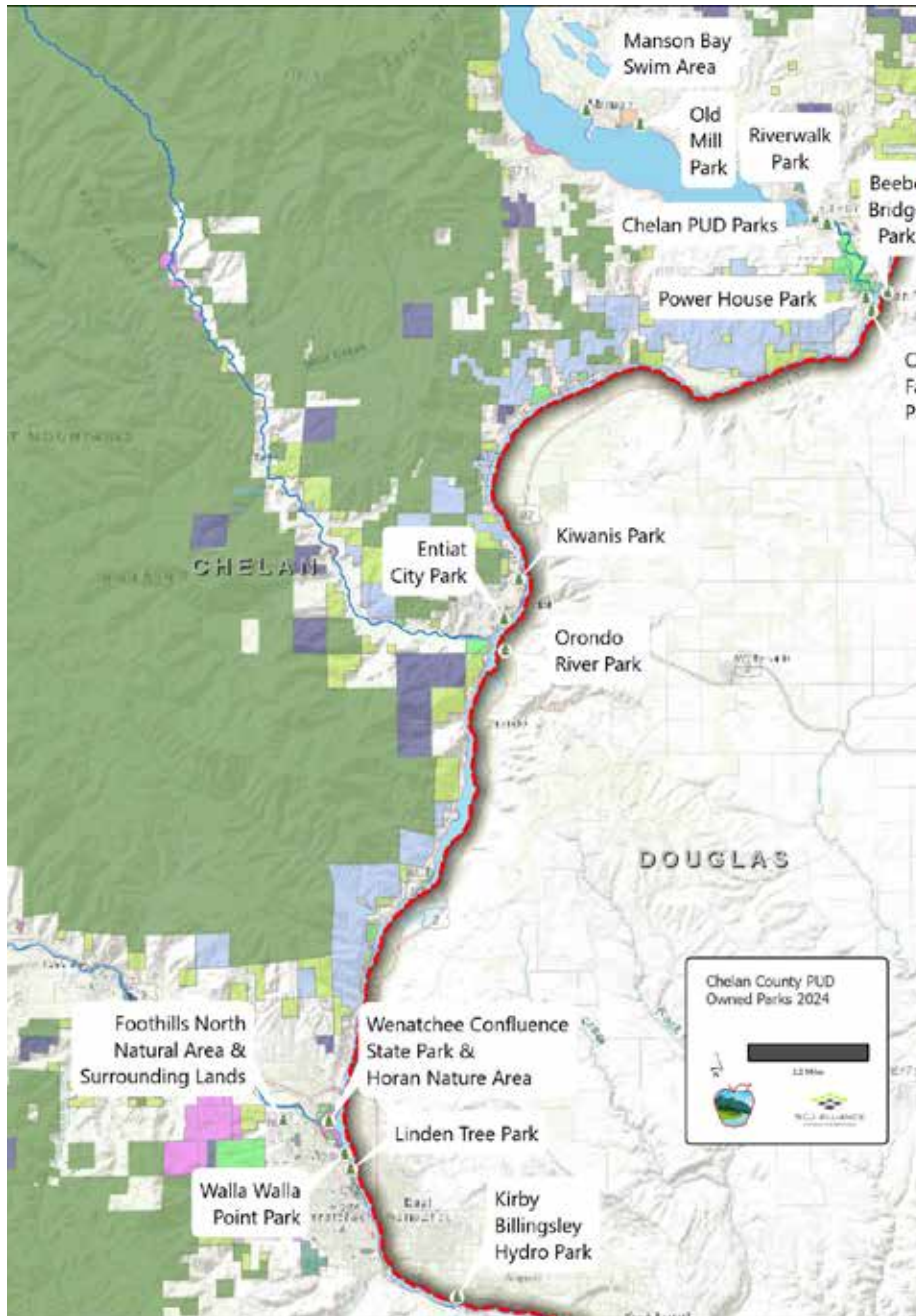
Figure 2.9: Percentage of Chelan County Vehicle Availability

Source: 2021 ACS 5-Year Estimates, S2504.





Physical Inventory & Assessment



The many recreation opportunities within Chelan County include boating and water sports, rafting, kayaking, fishing, mountain biking, backpacking, mountaineering, rock climbing, golf, hiking, hunting, camping, motorized trail sports, horseback riding, sightseeing, bird watching, snowboarding, cross-country skiing, downhill skiing, and fossil, rock and mushroom collecting. Many regional facilities are inventoried within the incorporated city comprehensive plans and are not listed in detail here.

Some parts of the County have few opportunities for traditional community sports activities such as baseball and soccer. Facilities for these types of activities tend to be located in more urbanized locations.

The County operates the Expo Center, manages the Ohme Garden State Park and owns the Wenatchee River County Park, located in the Monitor area. That park includes 17 developed acres adjacent to the Wenatchee River, and includes full service camp-sites for recreational vehicles and a State of Washington temporary farm worker camp and is managed through a contract.

Chelan County PUD has developed 14 parks to provide recreational opportunities along the Columbia River and Lake Chelan as required as part of dam licensing. Five of those parks are in Douglas County (Rock Island, Lincoln Park, Orondo, Daroga, Beebe Bridge).

Figure 2.10: Chelan PUD Has Opportunities in Chelan and Douglas County

Source: Chelan PUD



Table 2-12: List of Parks within Chelan County Lines

Management	Name	Acres	Amenities
Chelan County Parks			
Chelan County	Wenatchee River County Park	17	♦ Adjacent to the Wenatchee River with 43 full-service camp sites for RVs.
Chelan County	Chelan County Expo Center	33	♦ 140RV hook-ups with sewer, horse barn with 42 inside stalls and 40 outside stalls, grandstand with 1,200 seating, arena, buildings (24,000 sq ft for Pavilion with full commercial kitchen, auditorium with 6,500 sq ft) multiple smaller buildings.
Chelan County	Ohme Gardens	40	♦ Botanic garden with lawns, seven pools, four waterfalls and one mile of natural stone paths. Also used as a rentable special events center.
Chelan County PUD			
Entiat Park and Recreation Department	Entiat Park	40	♦ Camping (26 tent sites and 31 RV sites with complete hookups), 2-lane boat launch, boat trailer parking, swimming, restrooms, showers, RV dump station, playground equipment, 2 picnic shelters, picnic areas.
WA State Parks and Recreation Commission	Wenatchee Confluence State Park	197	♦ Camping (59 tent/RV sites: 51 with electricity, water and sewer, 8 standard), baseball/soccer field, 2-lane boat launch, boat trailer parking, swimming, restrooms, showers, picnic shelter, volleyball, tennis, playground equipment, Wenatchee River pedestrian bridge, 4.5 miles of trail, wildlife area, interpretive graphics, RV dump station.
PUD	Chelan Falls Park	33	♦ Two-lane boat launch, short-term boat moorage, parking, day-use facilities, picnic shelters, restrooms, showers, shoreline trail, tennis court, playground equipment, sports fields, horseshoe pits, swimming area.
PUD	Chelan Falls Powerhouse Park	20	♦ Boat ramp, boat dock, day-use facilities, picnic shelter, restrooms, playground equipment, swimming area.
PUD	Chelan Riverwalk Park	12	♦ One-mile scenic river loop trail, boat launch, short-term moorage, boat trailer parking, grass playfield, restrooms, picnic areas, picnic shelter.
PUD	Entiat Park	40	♦ Campsites, picnic shelters, restrooms, boat launch, interpretive trail.
PUD	Rocky Reach Dam Park	38	♦ Extensive, award-winning landscaping, picnic areas, picnic shelter, playground equipment, horseshoe pits, Visitor Center, fish viewing room, historical galleries, restrooms.
PUD	Walla Walla Point Park	70	♦ Fourplex soccer/softball complex, swimming, 1.2 miles of trail, tennis, volleyball, horseshoe pits, playground equipment, restrooms, picnic shelters, special event area, ADA fishing pier platform.
PUD	Wenatchee Riverfront Park	31	♦ 1.1 miles of shoreline trail, "special event" mini-railroad, ice rink, 2-lane boat launch, short-term moorage, boat trailer parking, restrooms.
Local Parks			
Chelan	Chelan Ball Field Complex (aka 'Stinky Fields')	12	♦ (2) Hardball/Softball Fields, (1) Softball Field with 2 batting cages, horseshoe pits, food concession, restroom, and a playground.
Chelan	Ruth Pingrey Centennial Park	0.5	♦ Overlook with benches and lawn area.
Chelan	Don Morse Memorial Park	40	♦ 18-hole natural green grass putting course, toy rentals, snack bar, volleyball courts, skate park, tennis and basketball courts, playground and picnic shelters with electric, water, and BBQ areas.
Chelan	Lakeshore Marina/RV	5	♦ 100 slip with or without power, pump out station, launch, 163 full hook up sites for RV's (water, electric, sewer & cable), including 22 sites with 16 x16 tent pads, picnic tables, dump station and ADA accessible restrooms and showers.

Table 2-12: List of Parks within Chelan County Lines

Management	Name	Acres	Amenities
Chelan	Lakeside Park	10	♦ 17,500 sq. ft. of beach front swim area, seasonal boat launch, volleyball & basketball courts, play equipment, picnic tables and ADA accessible restrooms and 2 hour transient boat tie up.
Cashmere	Ardeta	0.06	♦ Small park in the city center where the Christmas tree is located.
Cashmere	Cottage Avenue Park	0.67	♦ Climbing structure, swings, and picnic tables.
Cashmere	Natatorium Park	N/A	♦ Outdoor heated swimming pool.
Cashmere	Railroad Park	0.02	♦ Picnic tables, trees, grass.
Cashmere	Cashmere Riverside Park	13.8	♦ Two restroom buildings, skate park, bmx pump track, horseshoe pits, children's play area, multiple use soccer/ softball fields, access ramp for rafters, parking, and picnic area. A paved walking trail runs the full length of the park and along the dike from Aplets Way to N. Douglas Street.
Cashmere	River Street Park	0.49	♦ Small neighborhood park where the old City Hall was located.
Cashmere	Simpson Park	4.27	♦ Small playground, and picnic tables, softball field.
Dryden	Dryden School Memorial Park	N/A	♦ –
Entiat	Columbia Breaks Fire Interpretive Center	17.5	♦ Amphitheater, Forest Service lookouts, and ½ mile trail.
Entiat	Kiwanis Park	4.5	♦ Kiwanis 2 baseball/softball fields.
Entiat	Rainbow Gardens	0.5	♦ Beautification area.
Wenatchee River Institute	Barn Beach Reserve	5.36	♦ Natural area, Upper Valley Museum, trails, interpretive signs, Wenatchee River Institute and Red Barn educational buildings.
Leavenworth	Blackbird Island	14.12	♦ Trails, interpretive signs, groomed ski trail.
Leavenworth	Enchantment Park	39.46	♦ Two softball fields, a junior baseball field (one field doubles as a youth soccer field), playground, BBQ, trails with interpretive signs, boat put-in, groomed ski trails, skate park. Restrooms and changing rooms are adjacent to the fields, along with parking that accommodates a large number of vehicles and up to 3 busses, including ADA parking.
Leavenworth	Front Street Park	1.75	♦ Lawns, shade trees, restrooms, gazebo, interpretive kiosk, and alpine gardens downtown.
Leavenworth	Fish Hatchery	N/A	♦ Visitor's center, interpretive signs, picnic area, trails, and tours of fish hatchery infrastructure, as well as groomed cross-country ski trails in winter managed by the Leavenworth Winter Sports Club.
Leavenworth	Frankie's Wayside	0.5	♦ Benches, shade trees, water fountain.
Leavenworth	Leavenworth Golf Course	102.5	♦ 18-hole public golf course, groomed ski trails.
Leavenworth	Lions Club Park	1.76	♦ Picnic tables, picnic shelter, adjoining City Hall and City pool.
Leavenworth	Pump Track	N/A	♦ Public bathrooms, asphalt pump track located in Enchantment Park.
Leavenworth	Leavenworth Ski Hill	N/A	♦ 2 rope tows and tube hill, lodge with public bathrooms, and groomed cross-country ski trails managed by Leavenworth Winter Sports Club, as well as a new mountain bike trail system built by Evergreen Mountain Bike Alliance.
Leavenworth	Trout Unlimited Park (City Boat Launch)	1.6	♦ Boat launch, parking, trails.
Manson Park and Rec District	Manson Bay Park/Marina	6	♦ Lake overview, swimming, picnic area, restrooms, 3 boat docks, 32-slip marina, winter-only boat launch, boat sanitary pump-out facility.

Table 2-12: List of Parks within Chelan County Lines

Management	Name	Acres	Amenities
Manson Park and Rec District	Old Mill Park	20	♦ 4-lane boat launch, short-term moorage, picnic area, restrooms, marine dump station, boat trailer parking.
Manson Park and Rec District	Old Swim Hole	N/A	♦ Grassy area, designated swim area.
Manson Park and Rec District	Singleton Park	10	♦ Softball and baseball fields, restrooms, gazebo, soccer field, basketball courts and universally accessible paths and parking, and playground improvements are planned for the near future.
Manson Park and Rec District	Wapato Lake	6	♦ The site has a forty-site campground for tent camping and small RVs, 2 boat docks, a gazebo, restroom facilities and a boat ramp that has previously been maintained by the State Department of Wildlife.
Manson Park and Rec District	Willow Point Park	1.85	♦ Designated swim area, playground, 3 barbecues and 5 picnic tables.
Peshastin	Kiwanis Park	N/A	♦ –
Wenatchee	Centennial Park	0.4	♦ Picnic area, bandshell, restrooms.
Wenatchee	Chase Park	0.5	♦ Picnic area & playground.
Wenatchee	Hale Park	4.97	♦ Dog off-leash recreation area, parking, picnic area. Restrooms, skate park, play area and picnic shelter area slated for 2018.
Wenatchee	Lincoln Park	18.8	♦ Ball fields, bandshell, restrooms, picnic shelter, & Rotary playground.
Wenatchee	Morris Park	N/A	♦ Located on Cherry Street in Wenatchee, Morris Little League Park features four fully-functional baseball diamonds complete with scoreboards, outfield fences, dugouts, grandstands and a concession stand.
Wenatchee	Okanogan Street Property	0.29	♦ Undeveloped park space.
Wenatchee	Pennsylvania Park	1	♦ Play equipment, wading pool, ball field, restrooms.
Wenatchee	Pioneer Park	7.7	♦ City pool, restrooms, picnic area, play equipment and skateboard park.
Wenatchee	Rainbow Park	2	♦ Gateway into the City of Wenatchee.
Wenatchee	Rotary Park	8	♦ Group and individual picnic shelters, restrooms, basketball court, disk golf course, horseshoe pits, splash pad, flag plaza, parking, restrooms, paved loop trail.
Wenatchee	Saddle Rock Gateway	4.83	♦ Parking, electric vehicle charging station, restrooms, picnic shelter, amphitheater, interpretive areas, bike racks, and drinking fountain.
Wenatchee	Skyline Drive Overlook	0.3	♦ Parking area with views of the Wenatchee Valley.
Wenatchee	Washington Park	4.1	♦ Picnic shelter, restrooms, wading pool, play equipment.
Wenatchee School District	Wenatchi Park	8.1	♦ Soccer, baseball & softball fields, open space.
Chelan-Douglas Land Trust, Chelan PUD, City of Wenatchee, and private landowners	Wenatchee Foothills Trails	1,928	♦ Natural space with pristine shrub/steppe habitat and many miles of non-motorized trails in the Sage Hills Trails, Horse Lake Reserve, Castle Rock Natural Area, Saddle Rock Trails, Jacobson Preserve, Foothills North, and Dry Gulch areas. Several parking areas have restrooms, picnic areas, and interpretive signs. These areas provide superb, easily accessible outdoor recreation opportunities in the Wenatchee Valley.
Wenatchee	Wenatchee Ice Arena	1	♦ Replaced in 2008 with semi-public events center.
Wenatchee School District	Lewis and Clark Park	11	♦ –

Table 2-12: List of Parks within Chelan County Lines

Management	Name	Acres	Amenities
Wenatchee School District	Recreation Park	9.11	♦ –
Wenatchee School District	Triangle Park	0.18	♦ –
Wenatchee School District	Western Hills Park	5	♦ Soccer and softball fields, play equipment.
State Agency			
Washington State Parks & Recreation Commission	25-Mile Creek	235	♦ An inland waters camping park on the forested south shore of Lake Chelan. The park separates the mountains from the lake and is surrounded by spectacular scenery. With its modern marina, the park affords visitors excellent boating access to the upper reaches of Lake Chelan.
WA Fish and Wildlife	Chelan Butte Wildlife Area	8,200	♦ Mostly dry grassland with some shrubs and riparian zones where most of the wildlife is. There is small game habitat favorable for upland birds including chukar, quail, grouse, and mourning doves.
WA Fish and Wildlife	Swakane and Entiat Wildlife Areas	19,200	♦ Mostly valley bottom near the Columbia River with numerous steep drainages that have perennial and intermittent streams. Major habitat types include sage steppe, ponderosa pine and several riparian draws.
Washington State Parks & Recreation Commission	Lake Chelan State Park	127	♦ Lake Chelan State Park is a camping park on the forested south shore of Lake Chelan. The park has 6,000 feet of shoreline, lakeside views and expansive lawns for strolling and playing.
Washington State Parks & Recreation Commission	Lake Wenatchee State Park	489	♦ A camping park with 12,623 feet of waterfront on glacier-fed Lake Wenatchee and the Wenatchee River. The park is bisected by the Wenatchee River, creating two distinct areas – South Park, with areas for camping, swimming and horseback riding; and North Park, in a less developed, forested section, a quarter-mile walk from the lake. The park is a natural wildlife area, and visitors should be aware of the presence of bears and other natural dangers.
Washington State Parks & Recreation Commission	Wenatchee Confluence State Park	200	♦ Park consists of two distinct areas. Facilities include camping, picnic shelters, boat launch and docking, swim area, multi-purpose play area, tennis courts, restrooms, and a trail system including interpretive signs and parking at various points.
Washington State Parks & Recreation Commission	Peshastin Pinnacles State Park	34	♦ A popular location for rock climbing, one and a half miles of trails and sandstone slabs and spires. Spires are as high as 200 feet.
Washington State Parks & Recreation Commission	Squilchuck State Park	288	♦ A camping park covered with forests of fir and ponderosa pine. The park sits at an elevation of 4,000 feet. A new system of mountain bike trails built and maintained by Evergreen Mountain Bike Alliance adds to the recreation opportunities of the park.
Federal Land			
National Park Service	North Cascades National Park	504,6543	♦ The North Cascades National Park Complex encompasses North Cascades National Park, Ross Lake and Lake Chelan National Recreation Areas.
National Park Service	Lake Chelan National Recreation Area	61,949	♦ The Lake Chelan National Recreation Area surrounds the northern end of Lake Chelan and the community of Stehekin. There are no roads to the Recreation Area and access is limited to foot, boat, or plane. Some of the possible experiences include accessible trails to world class mountaineering, hiking, camping, wildlife viewing, relaxation, boating and fishing.
Forest Service	Mt. Baker Snoqualmie National Forest	1,724,229	♦ Includes parts of Alpine Lakes, Henry M Jackson, and Glacier Peak Wilderness Areas.

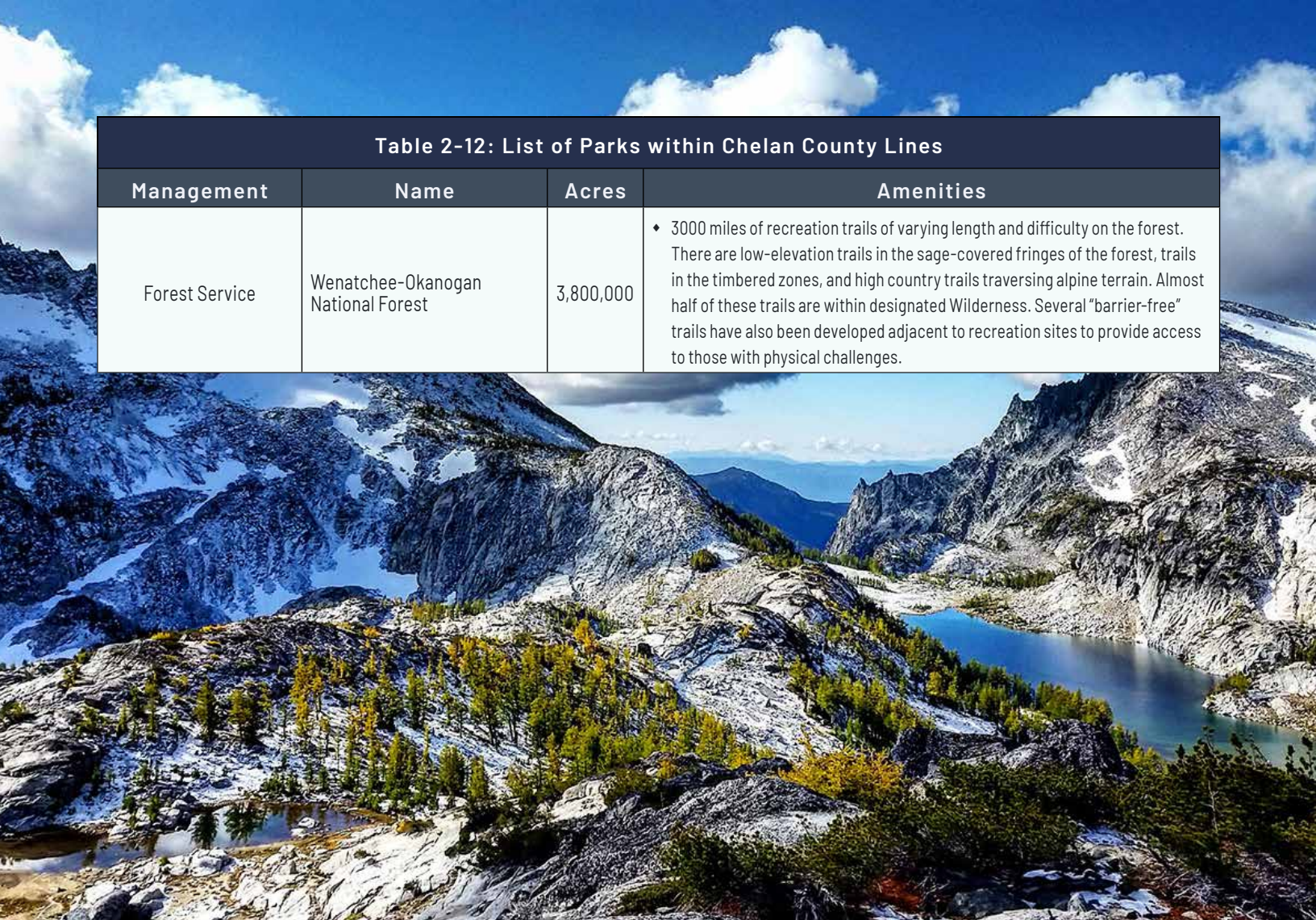


Table 2-12: List of Parks within Chelan County Lines

Management	Name	Acres	Amenities
Forest Service	Wenatchee-Okanogan National Forest	3,800,000	<ul style="list-style-type: none"> ◆ 3000 miles of recreation trails of varying length and difficulty on the forest. There are low-elevation trails in the sage-covered fringes of the forest, trails in the timbered zones, and high country trails traversing alpine terrain. Almost half of these trails are within designated Wilderness. Several “barrier-free” trails have also been developed adjacent to recreation sites to provide access to those with physical challenges.

There are many recreation opportunities on Federal lands throughout the County. The County includes portions of North Cascades National Park and all of Lake Chelan National Recreation Area, which the National Park Service manages. There are also several developed campgrounds on National Park Service lands in the vicinity of Stehekin, including:

- ◆ High Bridge
- ◆ Tumwater
- ◆ Shady
- ◆ Purple Point
- ◆ Weaver Point
- ◆ Harlequin

Okanogan-Wenatchee National Forest manages four federally protected Wilderness Areas that have boundaries within the County:

- ◆ Glacier Peak
- ◆ Henry M Jackson
- ◆ Alpine Lakes
- ◆ Lake Chelan-Sawtooth Wilderness Areas.

There are multiple recreational opportunities available on US Forest Service property, including hiking, mountain biking, and motorized trails, drive-in and remote campgrounds, and day use and trailhead facilities. There are approximately 70 developed Forest Service Campgrounds in Chelan County.

- ◆ Antilon Lake
- ◆ Grouse Mtn. Springs
- ◆ Handy Springs
- ◆ Junior Point
- ◆ Cascade Creek
- ◆ South Navarre
- ◆ Windy Camp
- ◆ Fields Point Landing
- ◆ Fish Lake
- ◆ Domke Lake
- ◆ Domke Falls
- ◆ Stuart
- ◆ Hatchery
- ◆ Moore Point
- ◆ Prince Creek
- ◆ Bygone Byways
- ◆ Big Creek
- ◆ Corral Creek
- ◆ Deer Point
- ◆ Fox Creek
- ◆ Lake Creek
- ◆ Silver Falls
- ◆ North Fork
- ◆ Spruce Grove
- ◆ Three Creek
- ◆ Cottonwood
- ◆ Pine Flat
- ◆ Graham Harbor Creek
- ◆ Lucerne
- ◆ Mitchell Creek
- ◆ Refrigerator Harbor
- ◆ Safety Harbor
- ◆ Eight Mile
- ◆ Bridge Creek
- ◆ Johnny Creek
- ◆ Ida Creek
- ◆ Chatter Creek
- ◆ Rock Island
- ◆ Black Pine Creek
- ◆ Tumwater
- ◆ Alder Creek
- ◆ Goose Creek
- ◆ Meadow Creek
- ◆ Deep Creek
- ◆ Deer Camp
- ◆ Grouse Creek
- ◆ Finner Creek
- ◆ Riverbend
- ◆ Chiwawa Horse Camp
- ◆ Schafer Creek
- ◆ Nineteen Mile
- ◆ Alpine Meadows
- ◆ Phelps Creek
- ◆ Nason Creek
- ◆ Glacier View
- ◆ Soda Springs
- ◆ Little Wenatchee Ford
- ◆ Theseus Creek
- ◆ Napeequa Crossing
- ◆ Grasshopper Meadows
- ◆ White River Falls
- ◆ Fish Pond
- ◆ Rock Creek
- ◆ Atkinson Flats
- ◆ Graham Harbor
- ◆ Grouse Mountain
- ◆ Holden
- ◆ Ramona Park
- ◆ Swiftwater

Table 2-13: Chelan County School Districts

School District	Number of Schools	Students
Cashmere School District 222	3 Schools	1,556
Lake Chelan School District 129	5 Schools	1,459
Entiat School District 127	2 Schools	341
Cascade School District 228	6 Schools	1,336
Manson School District 19	2 Schools	671
Stehekin School District	1 School	8
Wenatchee School District 246	16 Schools	7,931
Private Schools	7 Schools	838

The School Districts in Chelan County provide many sports fields and indoor venues, but public access is limited by school activities. Facilities often are most often not available to the general public, but only at predetermined times.

Planning Context

Existing Plans Working Together

In the formation of this plan, any plans that have already been completed or are underway that are relevant to Chelan County’s parks, recreation, and open space goals have been reviewed and incorporated as necessary. The plans that have been reviewed include:

Table 2-14: Existing Plans Relevant to the PROS Plan Update

Source	Year	Type	Title	Geographic Scope	Diversity	Notes
Chelan County Natural Resources Dept	2017	Planning Document Informed by Public Input	Parks and Recreation Element of Chelan County Comprehensive Plan	Chelan County	–	<p>Top community priorities from public engagement focused on collaboration to achieve common recreation goals:</p> <ul style="list-style-type: none"> ♦ better collaboration between land/recreation resource managers; ♦ increase in organized recreation advocacy groups. <p>Goals identified in the plan focus on more passive role for County in encouraging the addition/improvement of open space and recreation opportunities, as well as increased coordination for efficiency/effectiveness of operations, but also to ensure alignment with other important community factors (housing supply, critical habitat, water resources, etc.)</p>
Trust for Public Land	2018	Vision Document Informed by Public Input	Lake Chelan Community Open Space Vision	Southernmost portion of Lake Chelan Basin, including Chelan and Manson.	76% White/non-Hispanic respondents; 19% Hispanic respondents	<p>Top community priorities from survey were</p> <ul style="list-style-type: none"> ♦ protecting Lake Chelan water quality and ♦ increasing public access to Lake Chelan. <p>The final list of top open space goals:</p> <ul style="list-style-type: none"> ♦ Protect water quality; ♦ Promote community health through increasing access to trails, parks, and the lake; ♦ Protect wildlife habitat; ♦ Preserve agricultural land.
Chelan County Natural Resource Dept.	2019	Planning Document Informed by Public Input	Stemilt-Squilchuck Recreation Plan	Stemilt-Squilchuck Basin, southern Chelan County	--	<p>Detailed plan for improvements, development of new amenities or infrastructure, and longterm management objectives for both summer and winter recreation. Implementation Committee coordinated by CCNRD.</p>

Table 2-14: Existing Plans Relevant to the PROS Plan Update

Source	Year	Type	Title	Geographic Scope	Diversity	Notes
Chelan County Natural Resource Dept.	2019	Management Plan Informed by Advisory Committee	Nason Ridge Community Forest Management Plan	Lake Wenatchee Area	-	Wholistic management plan that includes recreation management. Rec mgmt goals generally focus on continuing to provide access to the property, and improving recreation opportunities that are compatible with other management objectives, with special focus on children, underserved communities, and providing for hunting opportunities. Continued management will be guided by a Stewardship Committee
Chelan PUD	2020	Feasibility Study	Wenatchee River Whitewater Park Feasibility Study	Wenatchee River Corridor	N/A	Out of 6 sites evaluated, feasibility study identified 1) Dryden Dam and 2) historic mill dam in Leavenworth as two most suitable sites for whitewater park development based on the following criteria: adequate hydraulic drop, existing park infrastructure, adj. public property ownership, geomorphic suitability, constructability, river reach degraded, habitat improvement potential, safety improvement potential.
Upper Valley Parks & Recreation Service Area	2021	Report of Survey Data	Needs Assessment	Upper Valley PRSA (similar to Cascade, SD, minus Plain/Lake Wenatchee)	Respondents: 85% Caucasian, 8% Latino	Improvements with most support from respondents: <ul style="list-style-type: none"> ♦ trail connecting Leavenworth/Peshastin; ♦ year-round covered aquatic center; ♦ trail connecting Leavenworth/Wenatchee; ♦ more multi-use hiking/biking trails
Chelan County Natural Resource Dept.	2021	Planning Document Informed by Public Input	Chelan County Multimodal Pathways Plan	Chelan County	Respondents: 81% Caucasian, 3% Latino	Identified priority corridors connecting communities or major destinations: <ul style="list-style-type: none"> ♦ Leavenworth to Lake Wenatchee area ♦ Shore of Lake Chelan ♦ Chelan to Manson ♦ Wenatchee to Leavenworth ♦ South of Wenatchee ♦ Wenatchee to Chelan ♦ East Leavenworth & Icicle Roads.
Our Valley Our Future	2022	Planning Document Informed by Public Input	Action Plan	Chelan and Douglas Counties	Survey/input: 26% Latino	Community input placed high value on open space, public access and recreation resources. Relevant action items identified: Active Transportation with connected pathways; Recreational stewardship; Funding for trails & open space; Frontcountry trails expansion; Trails & Access Infrastructure; Whitewater Park on the Wenatchee. Keep in mind: demand for local and regional recreation & sports centers.

Table 2-14: Existing Plans Relevant to the PROS Plan Update

Source	Year	Type	Title	Geographic Scope	Diversity	Notes
Chelan County Public Works	2022	Inventory Data	Recreation Access Inventory and Assessment	Chelan County	N/A	Inventory & analysis of XX distinct recreation access sites that are currently within a Chelan County road ROW. Many sites are used for river access, and some for authorized or unauthorized trail systems. Overall, recommendations focus on creating parking space & trailheads in a formalized way on land adjacent to current ROW informal use.
TREAD	2023	Survey Data	Central Washington Outdoor Recreation Survey	Chelan and Douglas Counties	N/A	Survey respondents (nearly all residents) identify Wenatchee Mtns in southeastern Chelan County as the place they visit most for outdoor recreation, followed by Alpine Lakes area, Lake Wenatchee Area, and the 'Canyons' area north of Hwy 2 between Leavenworth and Wenatchee. Top desires: More trails, but especially paved pathways between communities; maintenance of existing trails & access infrastructure; improved access points (trailheads).
Chelan Douglas Regional Port Authority	2023	Survey & Inventory Data	Regional Sports Complex Feasibility Study: Phase 1 Findings	Chelan and Douglas Counties	N/A	Study indicates population growth trends, including relatively significant 25% increase in population under 40 by 2050. Survey & inventory focused on sports fields and aquatic resources, but several mentions of pathways as a method of safe transportation to reach a regional sports facility.
Visit Chelan County	2023	Survey Data	Destination Master Plan	Chelan County	Respondents: 86.9% Caucasian	Resident survey key findings: 1) Visitor impact at high use locations is a significant issue, and visitor impact management strategies are needed; 2) Outdoor recreation is a primary driver of visitation, and there is a need to strengthen collaboration among the outdoor industry and tourism; 3) Mobility, access, and connectivity are significant challenges across the county, and transportation solutions are needed; 4) Sports facilities and infrastructure is needed to support recreation and events.
City of Wenatchee	2023	Planning Document Informed by Public Input	Parks, Recreation, and Open Space (PROS) Plan	Greater City of Wenatchee area	-	Public survey section notes that top two outstanding capital projects from previous planning that had highest community support were: <ul style="list-style-type: none"> ♦ constructing more trails and ♦ acquiring more property for open space and habitat.

Table 2-14: Existing Plans Relevant to the PROS Plan Update

Source	Year	Type	Title	Geographic Scope	Diversity	Notes
City of Cashmere	2023	Planning Document Informed by Public Input	Cashmere Parks, Recreation, and Open Space (PROS) Plan	City of Cashmere	Respondents: 10% self-identified Latino	Focus on urban parks and trails, but specifically calls out trail connections in unincorporated county, as well as the formation of a City trails committee to achieve this goal. Goal 4. Connectivity: Provide an interconnected network of multi-use trails, walkways, and bikeways connecting city and regional destinations.
Trust for Public Land	2016 & present	Vision Document Informed by Public Input	Upper Wenatchee Community Lands Plan	Upper Wenatchee River Watershed: Cashmere/ Mission Cr, Blewett/ Peshastin, Leavenworth, Chumstick	–	2016 plan was developed to anticipate long-range planning for the 38,000 acres of private commercial timberlands owned in Chelan County. This plan is currently being updated as the landowner has changed, and real timelines associated with a phased option to acquire the lands are in play.
Chelan County Natural Resource Dept./ City of Leavenworth	2023-2024	Planning Document Informed by Public Input	River Recreation Management Plan for the Wenatchee River & Icicle Creek Near Leavenworth	Portion of Wenatchee River near Leavenworth, incl. lower reaches of Icicle Creek	–	Report based on user data and public input collected in 2020 and 2023. Managing heavily used river access sites in the study area is challenging due to multiple jurisdictions and inadequate amenities (incl. parking). Report suggests staffing specifically for managing river recreation, and also establishing a user registration fee system to fund staffing. Chelan County needs to consider how to build this into current public engagement process.
City of Wenatchee	2023 & present	Planning Document	Reimagine Wenatchee Master Plan	Portion of Downtown Wenatchee & Colombia Waterfront	Unknown as of yet	Only discovery phase has been completed, results linked. Process may affect management of and scope of recreation resources provided along Loop Trail/ waterfront in downtown area.

Assessment

Assessing the quantity and quality of parks and recreation facilities in Chelan County is crucial to establishing standards for the level of service. These standards should reflect the community’s fundamental recreation needs and expectations. Currently, Chelan County lacks officially adopted standards for parks and recreation at the county level. However, various planning entities have different facility requirements and have implemented distinct levels of service.

Cities and service providers have outlined urban levels of service within municipal boundaries and adjacent urban growth areas, with a notable emphasis on the Wenatchee

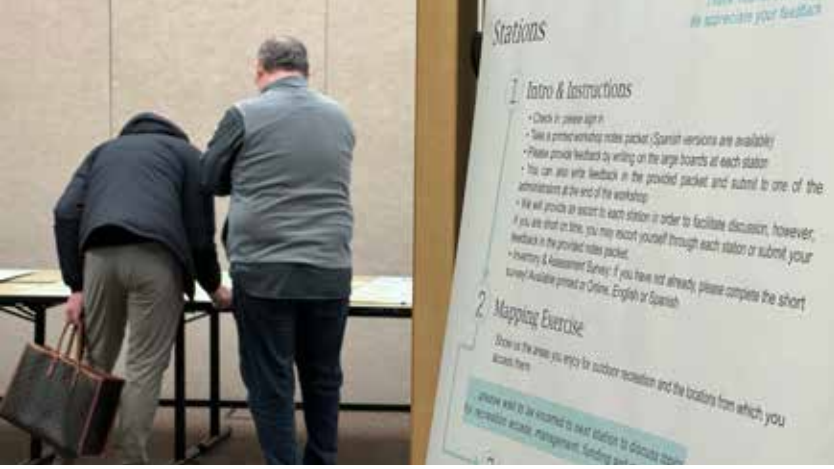
planning area. Although there are numerous recreational opportunities within the county, there is a lack of metrics to gauge the quality and distribution of these parks and recreation options.

Public engagement is a crucial component in this planning process. Other regional planning initiatives suggest that the county should prioritize parks and recreation efforts toward enhancing connectivity to existing opportunities and creating more access points to the County’s diverse range of outdoor recreation options. Additionally, fostering partnerships and coordinating regional-scale planning activities, which often span multiple jurisdictions, is essential. Access and linkages to federally owned lands are critical components of the overall parks and recreation system in the county.





Public Involvement



Introduction & Purpose

The successful development and execution of a parks, recreation, and open space system hinge on attentive listening to the community's needs, demands, and ideas. Recognizing that decisions are made by those who actively participate, it was crucial to implement an effective public involvement process that offered multiple opportunities for Chelan County citizens and visitors to shape the process and outcomes. These opportunities included:

1. Comprehensive Recreation Element Survey
2. Public Open Houses
3. Commission Public Hearing (Upcoming)

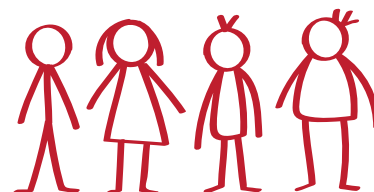
With grant programs and decision-makers emphasizing an understanding of a community's desired quality of life, public involvement becomes the most vital and time-consuming aspect of the planning process. This phase allows for a thorough assessment of the community's aspirations. The public and users can share their ideas, goals, and objectives for the parks system, ensuring alignment with the community's needs.

The public involvement approach aimed to maximize an equitable distribution of needs, wishes, and ideas from the public. To reflect Chelan County's community and its shared interests, needs, and priorities, specific engagement goals were identified.

Engagement Goals

1. Ensure equitable distribution of survey results throughout the whole County.

Gathering survey results from every populated area within the county is crucial for understanding its diverse communities. This approach ensures a holistic understanding of the community's needs, enabling tailored strategies for resource allocation, interventions, and community engagement.



2. Create multiple virtual and analog engagement opportunities.

Alongside online surveys, in-person workshops in North and South County provided additional opportunities for participation. Various organizations and agencies also actively shared surveys with their members, ensuring a diverse range of voices.

3. Monitor & adapt the survey as results are dynamically captured

Real-time collection of survey results requires cross-referencing with the community demographic profile from the latest US census data. This ensures accurate representation and allows adjustments to target missing or under-represented demographics.

4. Provide a broad range of constituents with the ability to supply both broad and specific action-oriented feedback.

The planning process facilitated the expression of broad needs and desires and identified site-specific desires within parks or recreation destinations. It aimed to offer tangible ways for the public to make a meaningful impact, drawing participants representing the true profile of all residents and recreational users within the County.



Public Engagement Plan Overview

The engagement plan was organized around a series of both virtual and analog, in-person events.

Distribution

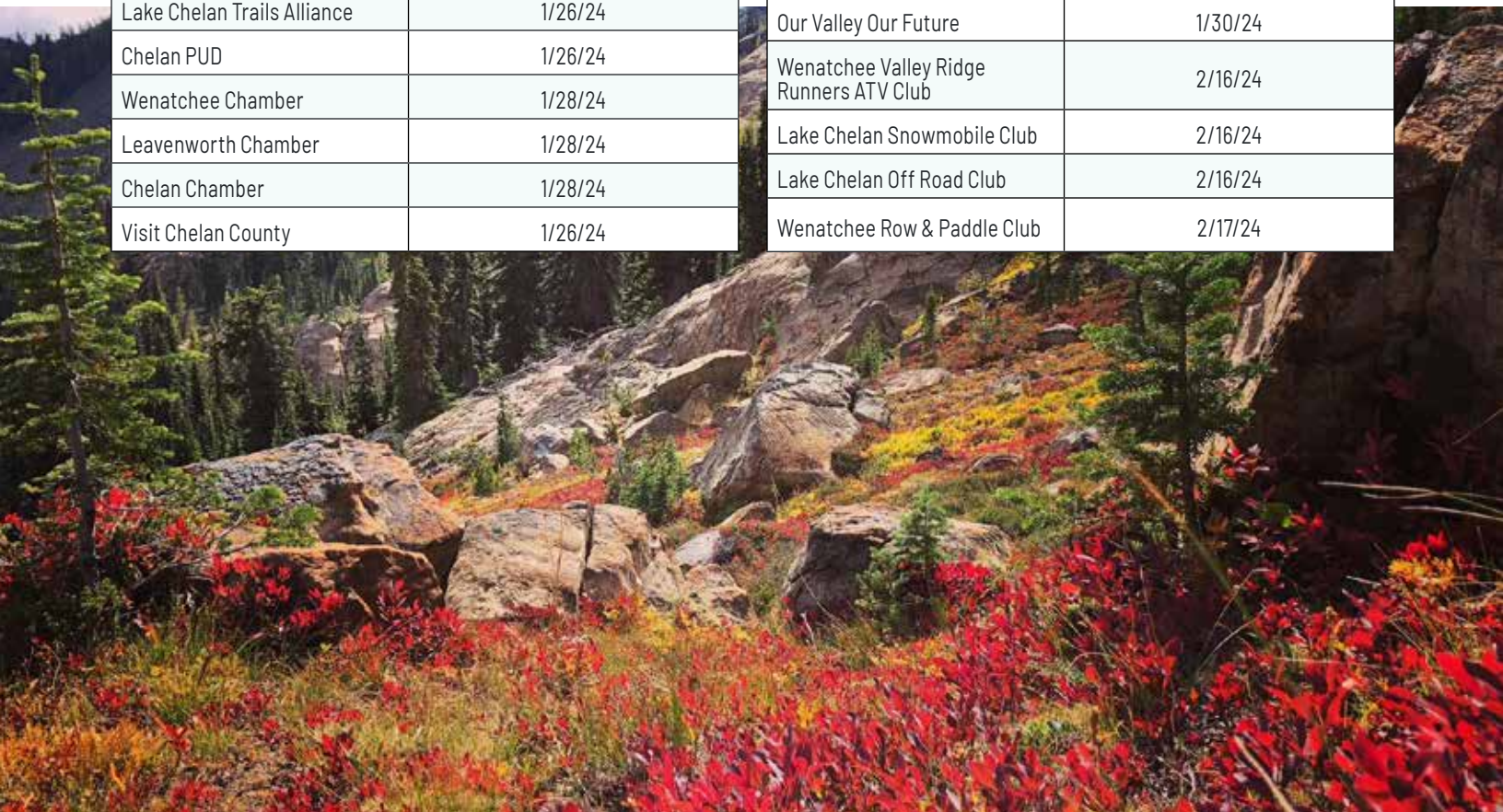
Marketing of the survey and its distribution occurred from several distinct actions. A list of stakeholders, partnering agencies, and other community groups was identified, and the engagement flyer and its direct link were sent. Surveys were distributed in both English and Spanish to the groups listed in Table 3-1 on the following page.

In addition, several social media boosts were scheduled over the month of February for both Facebook and Instagram and a webpage was developed on Chelan County's website where the survey and other background information could be found. Metrics for the social media boosts are shown on the following pages.

#1	Online Recreation Element Survey	Late Jan-Feb
#2	Public Workshop #1 (Chelan)	Feb 7th
#3	Public Workshop #2 (Wenatchee)	Feb 8th
#4	Public Commission Hearing	Late March

Table 3-1: Survey Distribution

Organization	When?
Leavenworth Winter Sports Club	1/26/24
Residents Coalition of Chelan County	1/26/24
Wenatchee River Alliance	1/25/24
TREAD	1/25/24
Plain Valley Ski Trails	1/26/24
Evergreen Mountain Bike Alliance	1/26/24
Team Naturaleza	1/26/24
Chelan-Douglas Land Trust	1/26/24
WA Trails Association	1/26/24
Northwest Motorcycle Association	1/26/24
Backcountry Horseman Association, Wenatchee Valley Chapter	1/26/24
Lake Wenatchee Rec Club	1/26/24
Bavarian Boondockers	1/26/24
Lake Chelan Trails Alliance	1/26/24
Chelan PUD	1/26/24
Wenatchee Chamber	1/28/24
Leavenworth Chamber	1/28/24
Chelan Chamber	1/28/24
Visit Chelan County	1/26/24
CAFE	2/2/24
NCW Equity Alliance	1/29/24
Wenatchee Valley College	1/29/24
State Parks	2/2/24
USFS	2/2/24
City of Wenatchee	1/29/24
City of Chelan	1/29/24
City of Cashmere	1/29/24
City of Entiat	1/26/24
City of Leavenworth	1/29/24
NCESD/School Districts	1/28/24
BLM	2/2/24
WDFW	2/2/24
Manson Parks and Recreation	1/29/24
Thriving Together	1/26/24
Indigenous Roots & Reparations Foundation	2/2/24
NCW Libraries	2/2/24
Link Transit	2/2/24
Brave Warrior Project	2/2/24
Our Valley Our Future	1/30/24
Wenatchee Valley Ridge Runners ATV Club	2/16/24
Lake Chelan Snowmobile Club	2/16/24
Lake Chelan Off Road Club	2/16/24
Wenatchee Row & Paddle Club	2/17/24





Chelan County Boost Analytics- February 2024

February 2nd Boosts

Facebook - English

Good distribution of ages outside of very young. 12 shares! That’s a lot and undoubtedly helped these numbers.

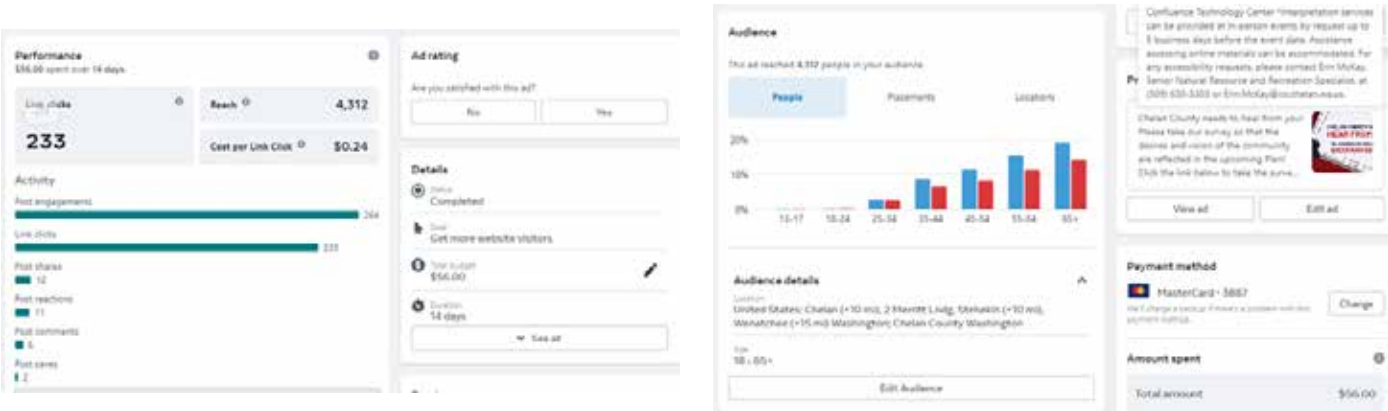


Figure 3.1: February 2nd Facebook Boost Analytics - English

Facebook - Spanish

Reached about the same number of people but had significantly less link clicks. Demographics skewed more towards middle age.

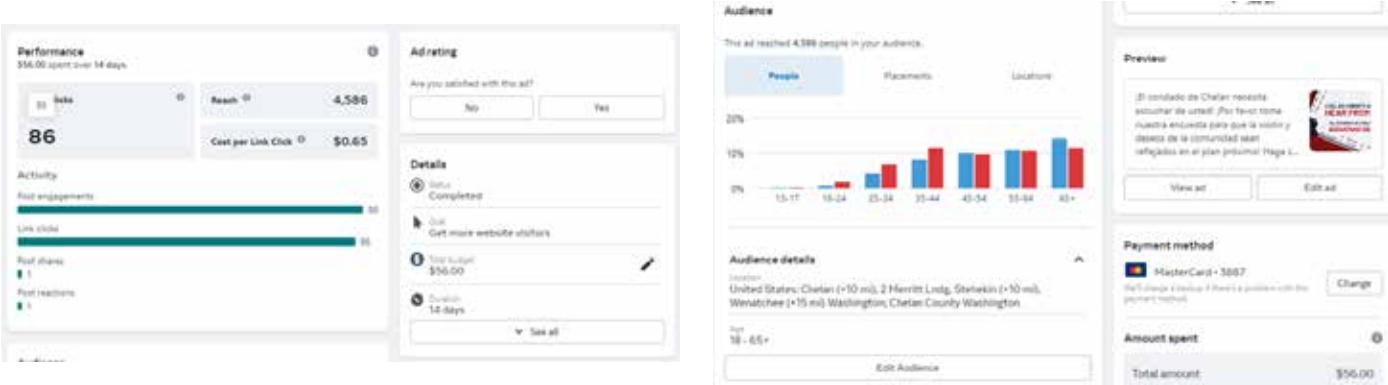


Figure 3.2: February 2nd Facebook Boost Analytics - Spanish

Instagram - English

Skewed much younger, link click number is great but not phenomenal. Would like to see link clicks over time.

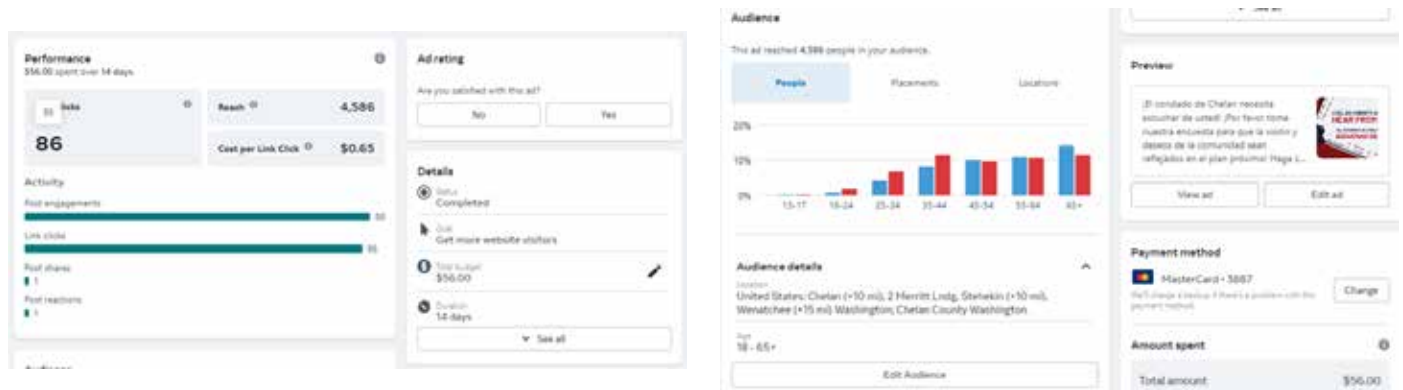


Figure 3.3: February 2nd Instagram Boost Analytics - English

Instagram - English

Reached mostly the very young, about the same number as the English post but less than half clicked it. Wondering if its because most people that saw it didn't speak Spanish.

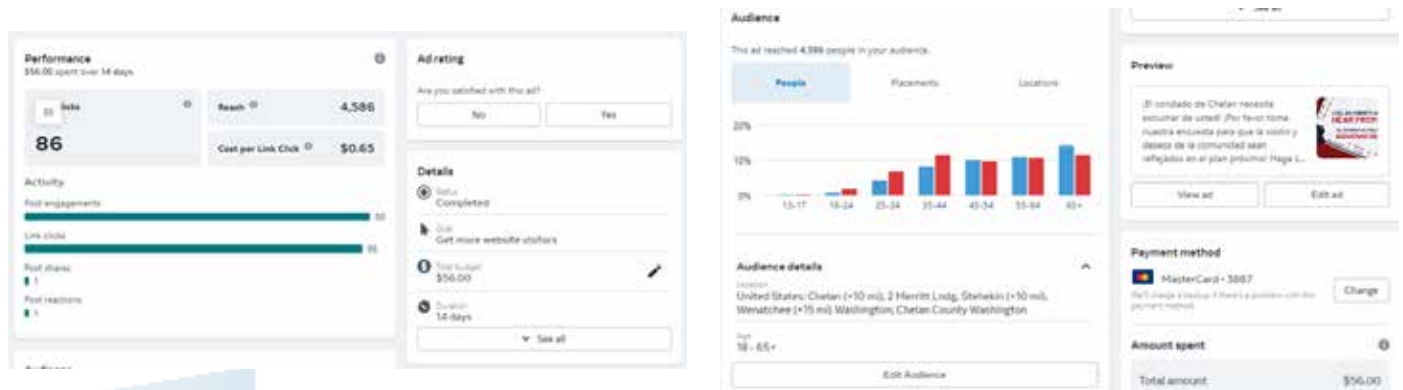


Figure 3.4: February 2nd Instagram Boost Analytics - Spanish

February 26th Boosts

Facebook - English

This was for half the time as the last one, but \$20 more in cost for half the number of clicks.

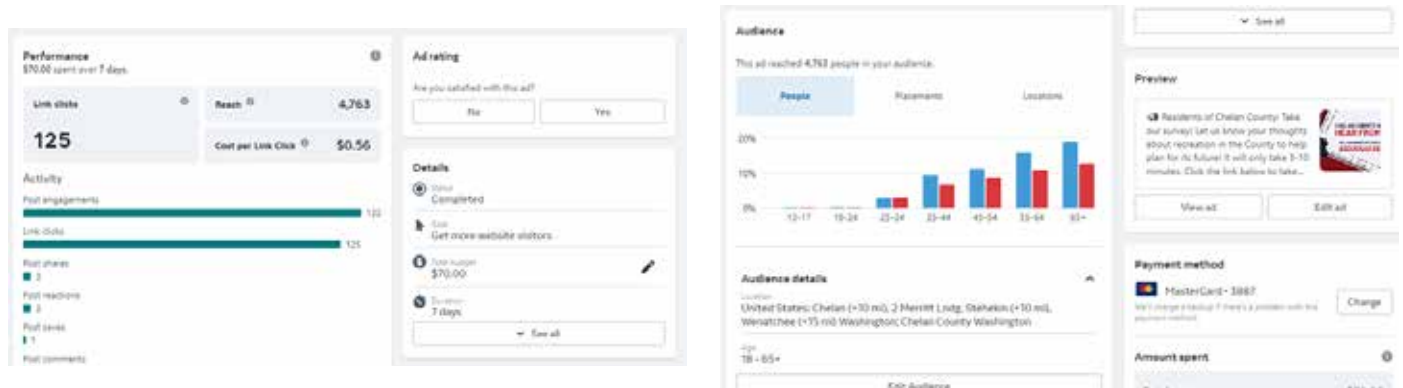


Figure 3.5: February 26nd Facebook Boost Analytics - English

Facebook - Spanish

This performed about the same as the last FB Spanish post that ran for half the time.

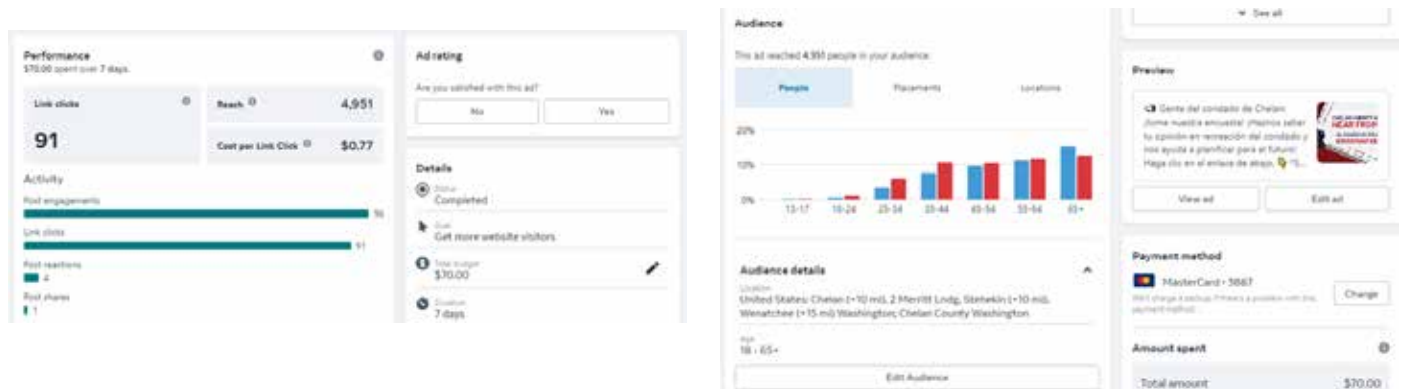


Figure 3.6: February 26nd Instagram Boost Analytics - Spanish





Instagram - English

40 less link clicks on the same reach compared to the last one.

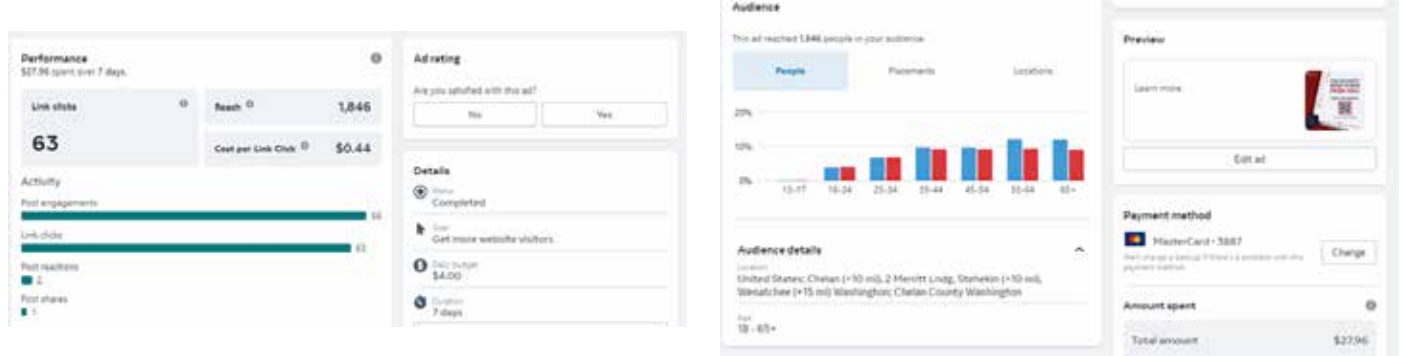


Figure 3.7: February 26nd Instagram Boost Analytics - English

Instagram - Spanish

This actually reached more people and generated about the same number of clicks as the last one. Both heavily skew younger.

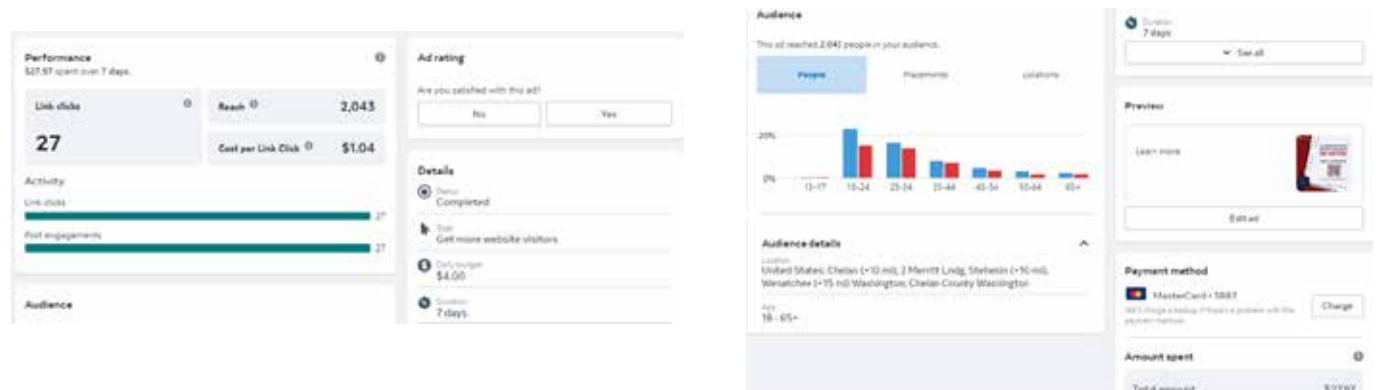


Figure 3.8: February 26nd Instagram Boost Analytics - Spanish

Recreation Element Survey

The first engagement touchpoint as developed in Alchemer, a software platform that provides survey and feedback solutions. Formerly known as SurveyGizmo, Alchemer offers a range of tools for creating and conducting online surveys, and to gather valuable feedback from target audiences about their use patterns, desires & needs, to better understand the needs and parks usage of the Chelan County community. This survey was open to all residents and to, visitors and people in neighboring communities.

The survey was designed to capture the following questions:

1. **How often do you visit these facilities owned and managed by Chelan County?**
2. **Which outdoor recreation sites in Chelan County have you accessed before?**
3. **What barriers do you experience accessing open space and recreation opportunities in Chelan County?**
4. **Which public access and recreation resources are most important to add in Chelan County? These options are based on a variety of recent past surveys and planning documents in our region.**
5. **It requires funding to improve amenities, provide better access to outdoor recreation, and support the operations and maintenances of these amenities. How would you be willing to fund improvements?**
6. **Would you support increased maintenance, access, and amenities in currently unmanaged areas, even if that meant increased oversight and use guidelines?**

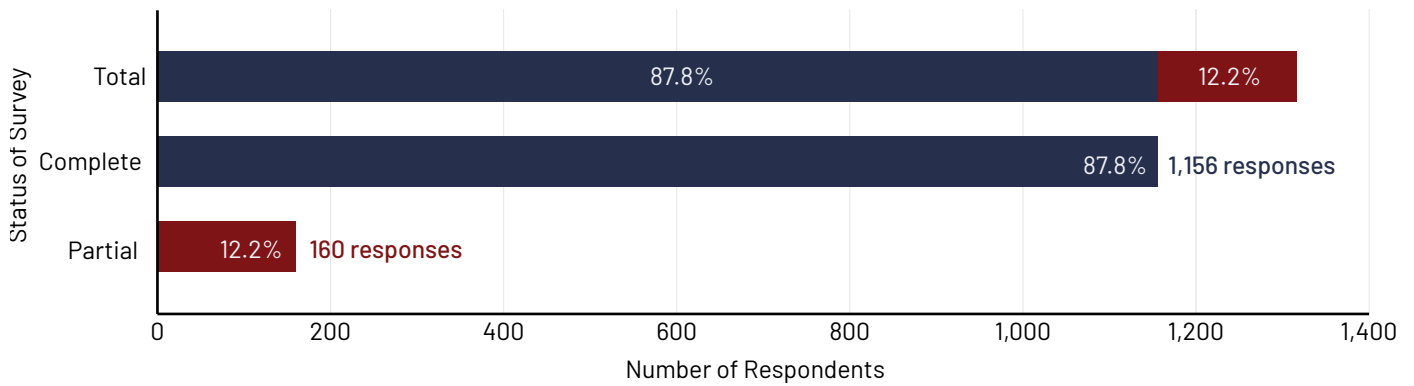
Lastly, some very generic and optional demographic questions were asked so that the survey results could be tested against the established County demographic profile for consistency of representation, including where people lived, connections to the County, age, household size, ethnic or racial group, gender, languages, spoken, and the ability to sign up for continued results.

Survey Key Takeaways

Together, the number of respondents who took the survey or participated in the in-person workshops resulted in over 1,300 surveys and almost 50 in-person attendees.



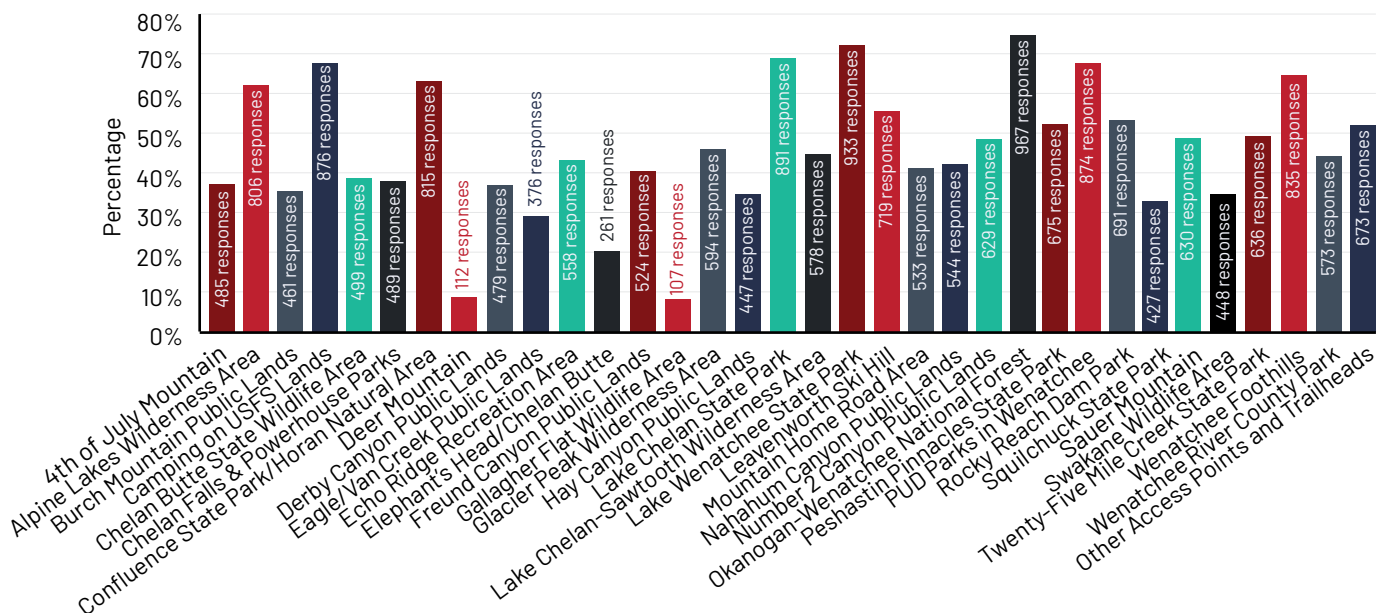
Figure 3.10: Chelan County's Public Engagement Plan Flyer



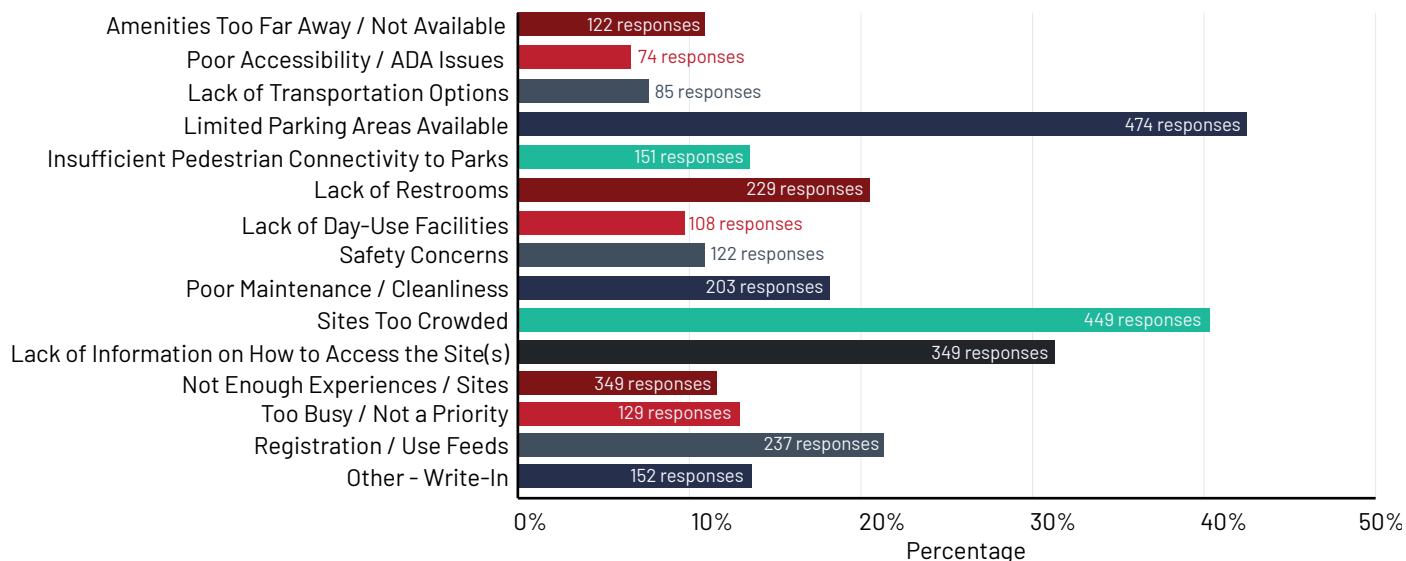
1. How often do you visit these facilities owned and managed by Chelan County?

Facility	Daily	Weekly	Monthly	Yearly	Never	Responses
Chelan County Fairgrounds & Expo Center	2 responses (0.2%)	5 responses (0.4%)	25 responses (2.0%)	643 responses (50.2%)	605 responses (47.3%)	1,280 total
Nason Ridge Community Forest	1 response (0.1%)	38 responses (3.0%)	182 responses (14.3%)	523 responses (41.0%)	533 responses (41.7%)	1,277 total
Ohme Gardens	3 responses (0.2%)	13 responses (1.0%)	40 responses (3.1%)	619 responses (48.6%)	598 responses (47.0%)	1,273 total
Stemilt-Squilchuck Community Forest	16 responses (1.3%)	71 responses (5.6%)	254 responses (19.9%)	440 responses (34.4%)	497 responses (38.9%)	1,278
TOTALS						5,108 responses (100.0%)

2. Which outdoor recreation sites in Chelan County have you accessed before? Select all that apply.



3. What barriers do you experience accessing open space and recreation opportunities in Chelan County? Select all that apply.

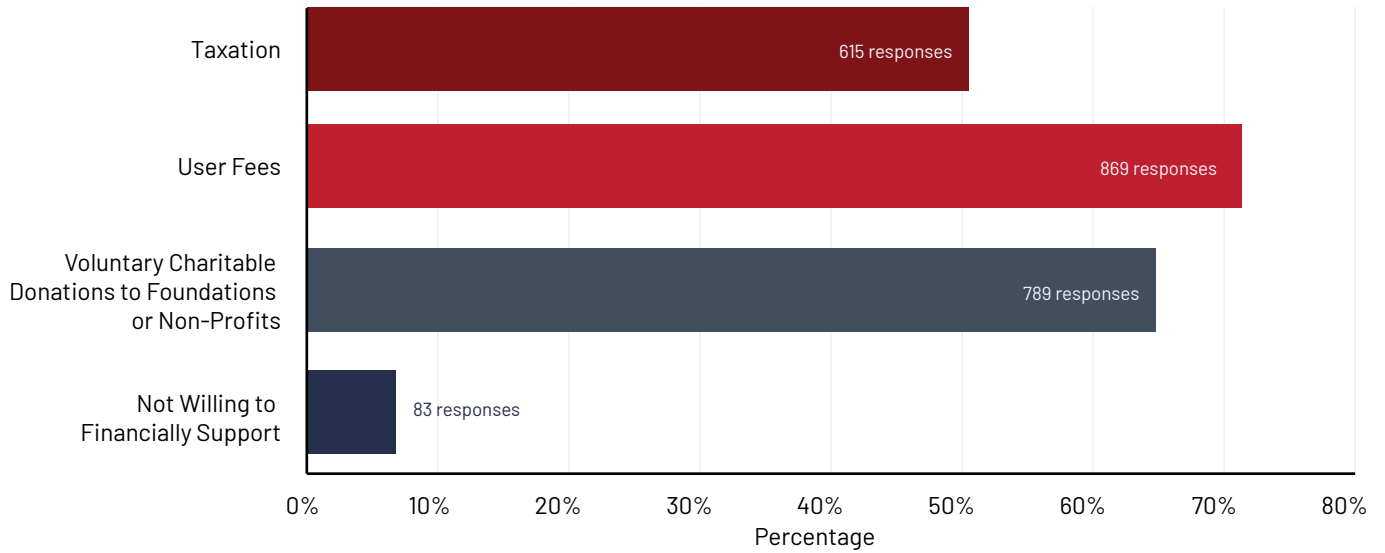


4. Which public access and recreation resources are most important to add in Chelan County? These options are based on a variety of recent past surveys and planning documents in our region.

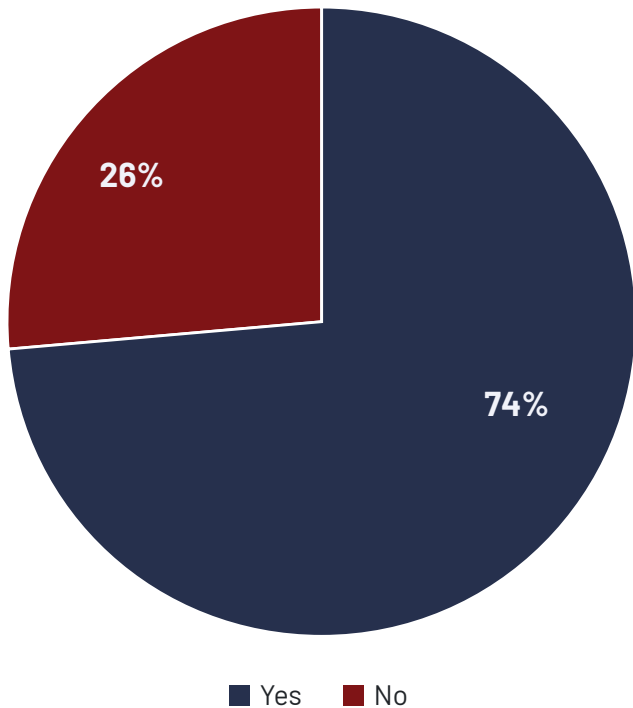
Item	Overall Rank	Rank Distribution	Score	No. of Ranking
Developed/managed access points and trailheads for public lands	1		8,328	837
Public water access to rivers in Chelan County	2		8,107	824
Multi-modal pathways connecting communities in Chelan County	3		7,884	791
Public water access to Lake Chelan	4		7,454	788
Native-surface trails in non-wilderness open lands/space	5		6,638	733
Developed campgrounds	6		5,590	700
Opportunities for mountain bike skills park	7		5,234	698
Developed parks with high levels of day-use amenities	8		5,108	639
Opportunities for ORVs	9		5,025	709
Whitewater park on the Wenatchee River	10		4,605	646
Sports courts or active recreation areas	11		4,421	628
Athletic fields for soccer or baseball	12		3,751	599
Opportunities for winter motorized recreation	13		3,741	623



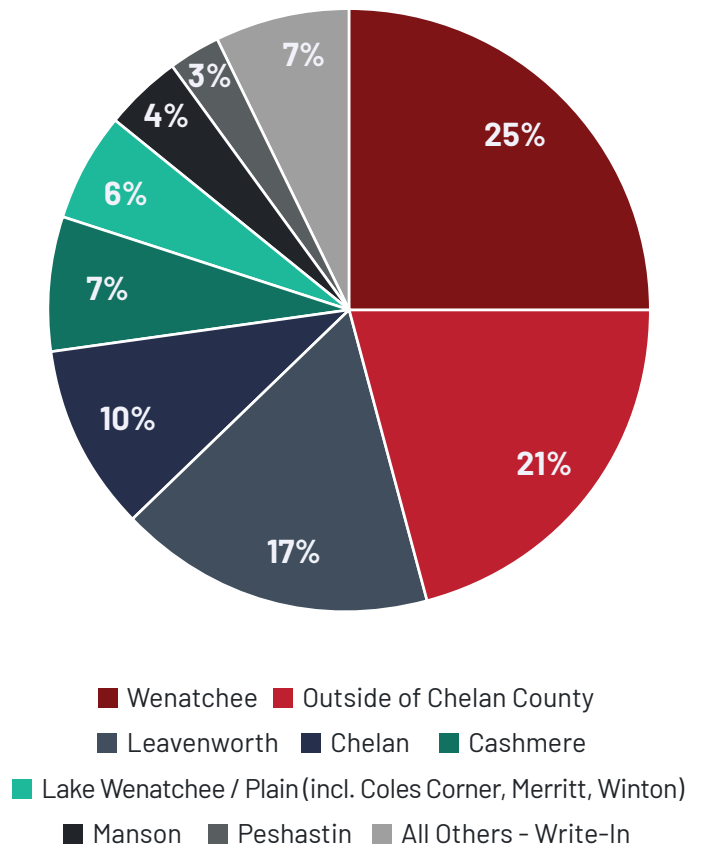
5. It requires funding to improve amenities, provide better access to outdoor recreation, and support the operations and maintenances of these amenities. How would you be willing to fund improvements? Select all that apply.



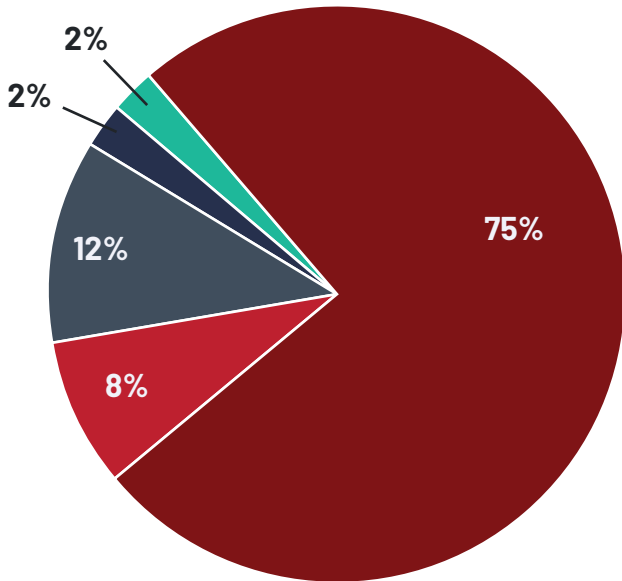
6. Would you support increased maintenance, access, and amenities in currently unmanaged areas, even if that meant increased oversight and use guidelines?



7. Where do you live?

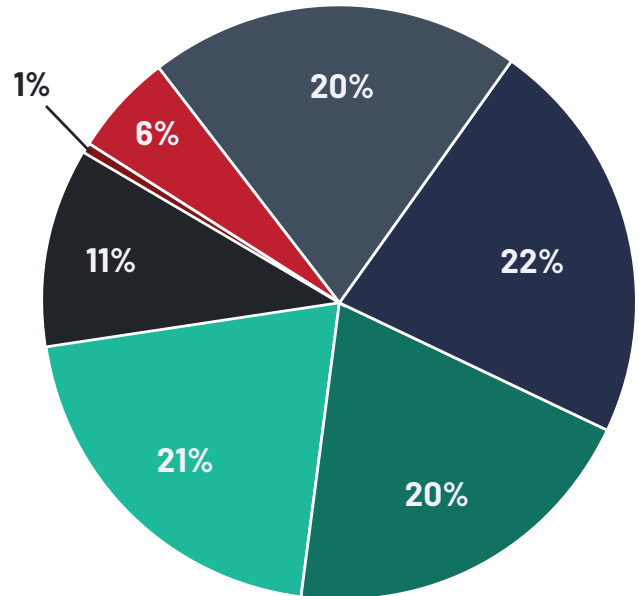


8. What best describes your connection to Chelan County?



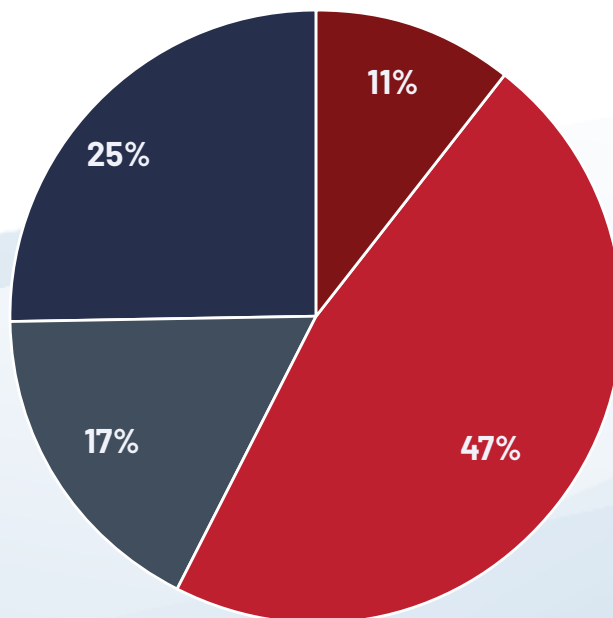
■ Full-Time Residents
 ■ Part-time / Seasonal Visitor
 ■ I Frequently Visit Chelan County
 ■ Other - Write-In
 ■ I Work in Chelan County, but Live Outside the County

9. What is your age range?



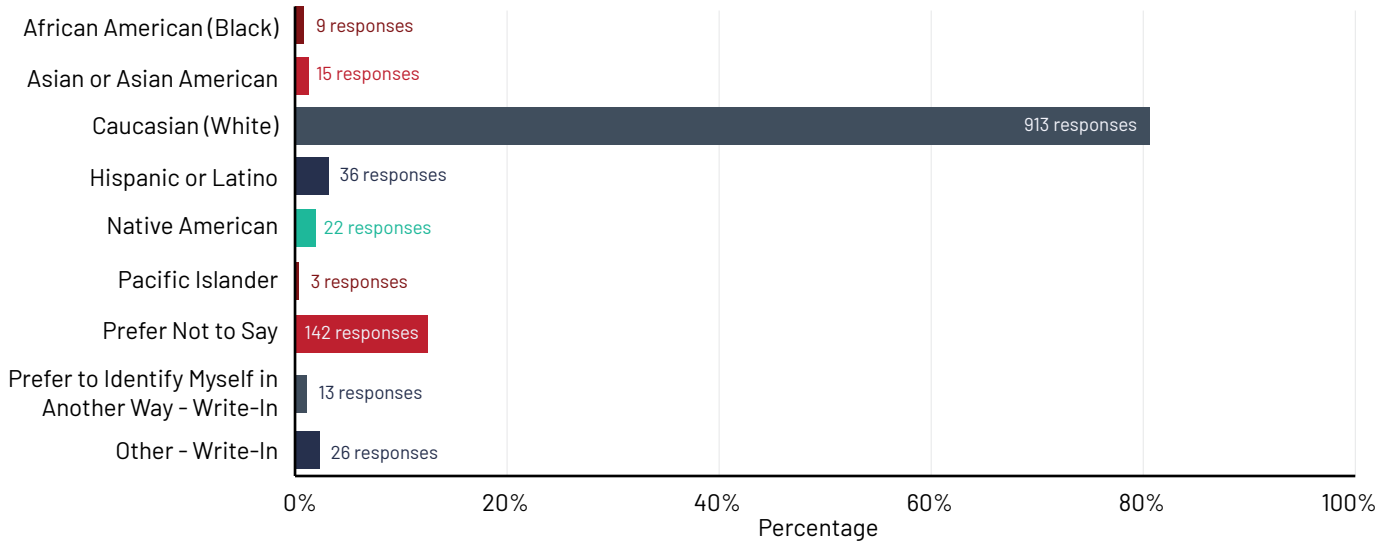
■ 13-19
 ■ 20-29
 ■ 30-39
 ■ 40-49
 ■ 50-59
 ■ 60-69
 ■ 70 or Older

10. What is your household size, including yourself?

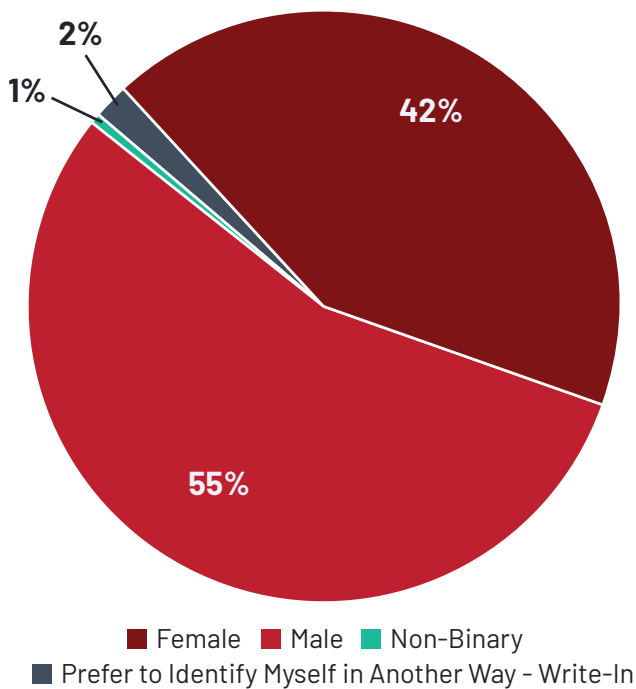


■ I Live Alone
 ■ 2 People
 ■ 3 People
 ■ 4 or More People

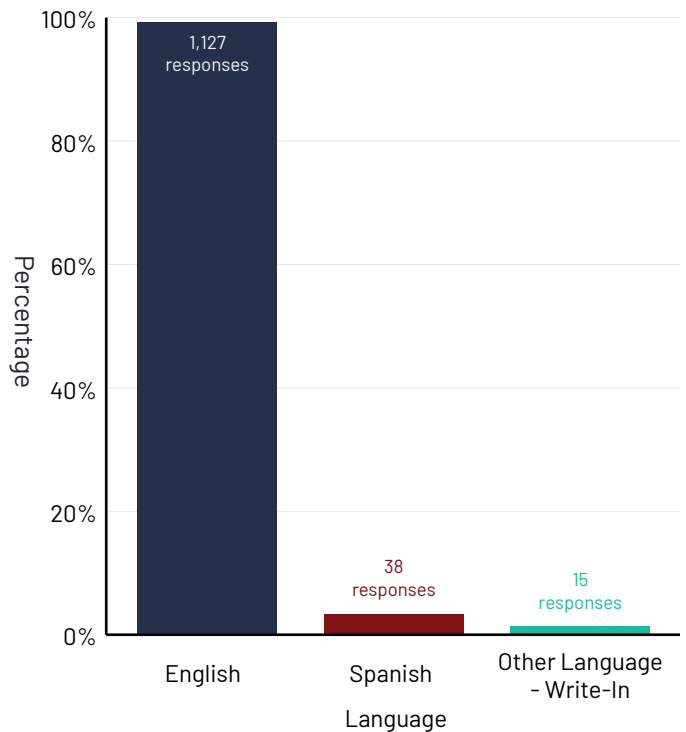
11. What ethnic or racial group do you identify with? Select all that apply.



12. How do you identify your gender?



13. What languages are most often spoken in your home? Select all that apply.





Demand & Needs Analysis



Introduction & Purpose

The survey highlights various barriers and concerns faced by respondents in Chelan County related to outdoor activities and recreational access. One recurring theme is the state of road conditions, with mentions of poor maintenance, rough roads, and closures impacting accessibility to trailheads and recreation areas.

Safety concerns are raised, particularly regarding wildfire prevention and homeless camps. There's also a desire for improved fire-wise prevention measures and increased safety in areas like Hay Canyon, where homeless camps and shooting activities are reported.

Recreational enthusiasts express frustration over limitations on ATV and motorcycle use and the need for better infrastructure, such as boat ramps and improved access to rivers. Some respondents indicate a fear of going alone, emphasizing the importance of safety and the need for knowledgeable companions.

Additional issues include inadequate trail signage, concerns about inappropriate behavior in parking areas, such as break-ins and unsanitary conditions, and frustrations with excessive government regulation and fees.

The feedback suggests a need for better road maintenance, enhanced safety measures, increased access to recreational areas, and improved communication about available amenities. Additionally, addressing issues related to homelessness and ensuring proper regulation enforcement are identified as crucial steps toward creating a more enjoyable and secure outdoor experience for the community.

As outlined in survey responses, the public's demands for Chelan County's parks and recreation system are multifaceted and reflect a diverse set of priorities.

Trends for Parks and Recreation

A review of national and regional recreation trends offers another strategic avenue for identifying potential future park needs. These insights can be evaluated alongside survey findings and relevant plans. A summary of national trends, state trends, and emerging issues and needs are highlighted below and warrant consideration as the County's specific needs are addressed.



National Trends

Pickleball and Padel

Pickleball has continued to grow as one of the most popular recreational activities nationwide and shows no signs of slowing down. The 2023 APP Tour's Pickleball Participation Report shared that there are 36.5 million pickleball players in the United States. The sport is easy to learn, accessible to most ages and ability levels, and doesn't require expensive equipment. On average, 130 new pickleball locations are created each month. Currently, several municipalities in Chelan County have either added pickleball courts or are in the process of adding more capacity to meet the demand.

Similar to pickleball, Padel is a racket sport of Mexican origin gaining popularity across the United States. This game is a cross between tennis, racquetball, and squash. It's currently estimated that Padel has over 100,000 players in the United States, and the number of courts has more than doubled in the last two years, expecting to grow to 30,000 courts by 2030.

Dog Parks

A surge in pet ownership ensued in the wake of the 2020 global pandemic. Larger dog parks have become destination facilities that both residents and visitors seek out and are willing to travel to. Furthermore, according to the Trust for Public Land, the development of dog parks has grown by over 40% in the past 15 years. NRPA data show that 68% of agencies have a dog park and 60% of households own a dog.

Trails

Trails, both within parks and connecting parks, schools, shops, and destinations are generally the top demand seen across the country. Providing trail connections between these popular destinations enhances a community's walkability and encourages active lifestyles.

Playground Trends

There are specific trends that people are seeking in new playgrounds as they are built or updated. These include:

- ◆ **Inclusivity:** Providing facilities for individuals of all ability levels to enjoy
- ◆ **Eco-Conscious:** Using recycled materials and eco-friendly construction and maintenance
- ◆ **Incorporating Adventure & Nature Play:** Using natural playground elements for sensory experiences and a deeper connection with nature
- ◆ **Reflecting Unique Community Identity:** Infusing local culture, art, history, and other features to encourage community pride and spirit

Electrification

As electric technology develops, maintenance equipment, vehicles, mowers, and other equipment used in parks and recreation are transitioning from gas powered resources to electric assets. This transition provides long-term cost savings, environmental benefits, and decreased noise. Additionally, parks and trailheads should consider the addition of EV charging stations in parking lots, as the number of EV cars on the road continues to grow. Washington State has led this transition to electric vehicles, with over 18% of new cars sold in the first half of 2023 being fully electric or plug-in hybrids according to the Seattle Times. Vehicle chargers located at park facilities enable drivers to engage with park facilities while waiting for a full charge.

Climate Resiliency

The concept of electrification pertains to growing needs for climate resilience and the ways in which future park implementations can accommodate the increase of hotter days and nights, as well as the increase of storm and wildfire impacts. Parks create a great opportunity to address these goals through smart design and engineering. Parks and open space can mitigate urban heat islands, absorb flood and stormwater, and create fire breaks through green space and linear trail corridors. Climate change, stormwater/flooding implementations, and tree canopy coverage should be considered in future park renovations to increase resiliency.

Youth Sports

Over the past decade, there has been a sharp decline in the number of children and youth playing team sports. Parks and Recreation providers try to balance both organized and unorganized sports and recreation programs across their facilities. The benefits of youth sports are well-documented, providing healthy activities, teamwork skills, and community cohesion. However, competitive youth sports leagues are becoming increasingly available, charging high fees for participation. Most recreation providers partner with third-party entities to deliver youth sports leagues. 92% of providers offering youth sports opportunities require a registration fee. Municipalities face the challenges of a shortage of volunteer coaches, competition with travel sports leagues, lack of sufficient field/court space, and lack of interest from youth.

Washington State Trends

To meet the requirements of the Land and Water Conservation Fund (LWCF) Act, Washington State develops a statewide comprehensive outdoor recreation plan (SCORP) that includes participation rates in outdoor recreation activities, issues related to future demand, and recommendations for meeting recreation and conservation needs. This plan was reviewed to understand statewide trends and participation data. These statewide trends are important, given the larger tourist base that recreates in Chelan County.

The top 20 outdoor recreation activities in Washington State are shown in Table 4.1, including participation rates and the number of responses for each activity.

Table 4-1: 2023 Top 20 Outdoor Recreation Activities in Washington State*

Activity	Activity Category	%	N
Walking or Using Mobility Device on Roads or Sidewalks	Trail- and Road-Based Activities	91%	5,390
Walking or Day Hiking or Using Mobility Device on Trails	Trail- and Road-Based Activities	90%	5,331
Wildlife and Nature Viewing	Nature- and Culture-Based Activities	85%	4,812
Scenic Driving (Sightseeing)	Nature- and Culture-Based Activities	85%	4,767
Hanging Out	Leisure Activities in Parks	70%	3,679
Picnic, Barbecue, or Cookout	Leisure Activities in Parks	68%	3,639
Community Garden or Farmers' Market	Leisure Activities in Parks	66%	3,556
Visting Outdoor Cultural or Historical Facility**	Nature- and Culture-Based Activities	62%	3,413
Swimming in Natural Settings	Water-Based Activities	61%	3,374
Paddle Sports (Whitewater, Canoes, Kayaks, Stand-Up Paddle Boards, Rowing)	Water-Based Activities	52%	2,910
Outdoor Concert or Special Event	Leisure Activities in Parks	49%	2,602
Gathering or Collecting Anything in Nature	Nature- and Culture-Based Activities	49%	2,635
Tent Camping (Developed Campground)	Camping Activities	44%	2,510
Backpacking	Trail- and Road-Based Activities	42%	2,349
Playground	Leisure Activities in Parks	41%	2,148
Tent Camping (Undeveloped Area)	Camping Activities	41%	2,247
Road Cycling	Trail- and Road-Based Activities	40%	2,240
Yard Games (Beanbag Toss, Horseshoes, etc.)	Leisure Activities in Parks	38%	1,966
Volunteering (Restoration Projects, Citizen Science, etc.)	Nature- and Culture-Based Activities	37%	1,984
Jogging or Running on Roads or Sidewalks	Trail- and Road-Based Activities	35%	1,944
Snowshoeing	Snow and Ice Activities	35%	1,821

* By Participation Rate - % of Population, N = Number of Responses

** Includes Attending Cultural Events

Source: [2023 WA RCO SCORP](#), page 41.

Recreation Element Priorities

1. Improved Access to Recreational Areas & Trailheads

One of the predominant concerns voiced by respondents is the need for improved road conditions. Many highlighted the importance of regular maintenance for access roads leading to recreational areas and trailheads. The community seeks better infrastructure to ensure safe and reliable access to outdoor spaces.

2. Wildfire Prevention and Safety Measures

The threat of wildfires emerged as a critical issue impacting health and safety. Survey participants expressed a desire for more proactive fire-wise prevention efforts, including the clearing of ladder fuels and strategic forest thinning to mitigate risks and protect recreational areas.

3. Enhanced Safety and Security

Safety concerns were raised regarding homeless camps, shooting activities, and general security. Respondents called for measures to address these issues, creating a safer environment for individuals engaging in outdoor activities.

4. Improved Access and Infrastructure

Access to rivers, boat ramps, and the creation of a whitewater park were cited as priorities. The community emphasized the need for infrastructure development to facilitate recreational pursuits, including additional trails for off-highway vehicles and motorcycles, as well as improved signage for existing trails.

5. Reduced Barriers and Fees

Frustration with fees, permits, and perceived bureaucratic hurdles was evident in responses. The public demands reduced barriers to access, reasonable fees, and less regulatory interference to make outdoor recreation more accessible to all.

6. Community Engagement and Education

Respondents expressed a desire for increased community engagement, education programs, and awareness initiatives. There is a need for better communication about existing amenities, rules, and regulations to ensure that the public is well-informed and can fully enjoy available resources.

7. Environmental Conservation

Environmental concerns, such as the impact of motorized vehicles on trails and degradation of road and trail conditions, were highlighted. The community calls for improved trail maintenance, signage, and education to preserve the natural surroundings.

8. Diverse Recreational Opportunities

The survey indicates a desire for a diverse range of recreational options. This includes the development of new trails, access for different vehicles, and facilities such as outdoor pools. There is interest in expanding opportunities for activities like dirt biking, skiing, and snowshoeing. These opportunities also need to respond to known local and recreational demand trends, e.g., desire for more pickleball courts.

9. Improved Communication

Clear communication about available amenities, guidelines, and rules emerged as a key theme. The community emphasized the importance of effective promotion of recreational opportunities and transparent communication from relevant authorities.

10. Addressing Homelessness Issues

Concerns about homelessness affecting certain areas were raised. Respondents called for measures to address this issue, ensuring that public spaces remain safe and accessible for everyone.

In summary, the public demands a well-maintained, safe, and accessible parks and recreation system that accommodates diverse interests. Addressing infrastructure improvements, safety concerns, community engagement, and environmental conservation are pivotal for meeting these demands.

Goals & Objectives





Introduction & Purpose

“Chelan County provides a mix of parks, recreation, and open space that complements community character, creates diverse opportunities for residents and visitors, and preserves ecological functions.”

The goals and policies have undergone revisions based on valuable input gathered during the two public workshops, ensuring that the comprehensive plan aligns with the public’s suggestions and reflects the most current thoughts on parks and recreation facilities and services. Recognizing the significant impact of the tourist industry on various areas of Chelan County, the importance of recreational opportunities and the region’s natural beauty is underscored, benefiting both residents and visitors.

Open space is acknowledged as a crucial element in the natural environment, supporting diverse systems and contributing to aesthetic, recreational, and economic resources within the rural landscape. Chelan County’s

open space includes minimally developed land, encompassing critical areas, parks, wildlife corridors, historic sites, resource lands, and conservation areas. Identifying and mapping specific sites within this open space system will be an ongoing process, responding to public interest and the need to preserve the integrity of overall open space corridors.

Community safety assumes a paramount role in the urban, wildland-urban interface, and natural undeveloped areas within community recreation planning. The plan recognizes the growing prominence of outdoor recreation and integrates natural ecosystems into development strategies. The heightened awareness of natural hazards, particularly wildfires, is emphasized in the early planning stages. Acknowledging wildfire as a significant natural hazard in Chelan County, the plan advocates for resilient recreation planning strategies that consider the role of fire in the local landscape, aiming to reduce community risks associated with wildfires.

The following list of goals and associated policies should guide recreation and parks management and future development.

Revised Goals & Objectives Based on Survey Results

Goal 1

Enhance Open Space and Public Land Use for Community Enjoyment.

OBJECTIVES:

- ◆ 1.1: Implement innovative techniques (e.g., public benefit rating, open space tax) to preserve open space while respecting private ownership rights.
- ◆ 1.2: Promote compatible multiple uses of public lands supporting open space and recreation.
- ◆ 1.3: Foster access to public lands, coordinating with private landowners, while respecting property rights.
- ◆ 1.4: Identify areas prone to natural hazards, including wildfire, for possible acquisition to act as buffers and recreational spaces.
- ◆ 1.5: Map open space corridors, emphasizing recreation, wildlife habitat, and critical connections.
- ◆ 1.6: Review open space corridors for acquisition opportunities through donation or purchase.

Goal 2

Develop and Maintain Recreational Facilities to Meet Community Needs.

OBJECTIVES:

- ◆ 2.1: Evaluate new park facilities using the Recreation and Conservation Funding Board format, addressing diverse recreational needs.
- ◆ 2.2: Design parks for year-round operation, supporting four-season recreation and cultural events.
- ◆ 2.3: Encourage public access to shorelines while protecting critical areas and property rights.
- ◆ 2.4: Establish coordinated park planning between Chelan County and public/private entities for effective land use.
- ◆ 2.5: Ensure publicly owned tourist/recreation destinations provide sanitary facilities with maintenance plans.

- ◆ 2.6: Provide a range of open space and recreation facilities for diverse age, social, and economic groups.
- ◆ 2.7: Facilitate environmental and natural hazard education in parks and recreation development.

Goal 3

Consider Impacts on Surrounding Areas and Preserve Natural Features.

OBJECTIVES

- ◆ 3.1: Ensure compatibility with adjacent land uses and infrastructure adequacy in developing recreational facilities.
- ◆ 3.2: Preserve environmentally sensitive or culturally valuable areas in park and recreation development.
- ◆ 3.3: Design facilities to capitalize on natural features, environmentally sensitive areas, and historic/cultural resources.
- ◆ 3.4: Prioritize aesthetic quality in the design and development of recreational opportunities and facilities.
- ◆ 3.5: Incorporate natural hazard mitigation in the design and location of parks and recreation facilities.
- ◆ 3.6: Employ ecosystem-based fire management practices where appropriate.

Goal 4

Improve Recreation Service Efficiency through Coordination.

OBJECTIVES

- ◆ 4.1: Support various park and recreation plans from different entities, fostering collaboration and input.
- ◆ 4.2: Encourage ongoing public input in recreational plans and coordinate with other agencies.
- ◆ 4.3: Collaborate with public and private entities to gauge recreation demand and needed facilities.

Goal 5

Foster Active Communities Through Park and Trail Development.

OBJECTIVES

- ◆ 5.1: Strive for access to parks, open space, trails, and/or other recreation resources with a 10-min walk of Chelan County populated areas.
- ◆ 5.2: Provide for safe and convenient active transportation routes for all to enjoy recreation and open space resources.

Goal 6

Provide and Maintain Public Facilities and Services.

OBJECTIVES

- ◆ 6.1: Implement a maintenance plan for the ongoing upkeep of public parks and recreation facilities.
- ◆ 6.2: Support the expansion of facilities to meet community needs.
- ◆ 6.3: Uphold adopted levels of service standards in cities, urban growth areas, and established park districts.
- ◆ 6.4: Ensure sustainable funding for operations & maintenance of parks and recreation resources.



Noted Differences from the Previous Recreation Element

The revised set of goals and objectives demonstrates a nuanced and refined approach, integrating valuable insights from the survey results. The key differentiators include a heightened emphasis on the impact of wildfire and natural hazards on recreational planning, highlighting the need for resilience strategies. The global COVID-19 pandemic also created another notable shift in overall awareness of open spaces, outdoor recreation and trails as highly important resources, both as economic drivers of tourism and quality of life for residents. This has led to a significant increase in use of these open space and recreation resources. There is a strengthened commitment to public input and collaboration, fostering partnerships with entities such as recreation districts, municipalities, public service entities such as the utility district, port and transit authorities, and various community initiatives.

Environmental education and natural hazard mitigation take center stage, with an explicit call for ecosystem-based fire management practices. The goals underscore the importance of providing diverse and inclusive recreation options, catering to various age, social, and economic groups. Considerations for seasonal and year-round facilities are introduced, promoting four-season recreation and cultural events.

Enhanced coordination efforts extend to collaborating with different agencies and implementing coordinated park planning processes to maximize the use of publicly-owned land. Stewardship and preservation receive heightened attention, focusing on mitigating impacts on surrounding land uses and emphasizing the utilization of natural features, environmentally sensitive areas, and historic and cultural resources.

In summary, these refinements reflect a comprehensive and community-centric approach, addressing specific concerns raised by the public and aligning the goals with the nuanced preferences and priorities outlined in the survey responses.



Capital Improvement Program



Introduction & Purpose

The Parks, Recreation, Open Space, and Trails Plan for Chelan County serves as a foundational framework, significantly influencing the residents' quality of life through the county's Parks & Recreation system. The management of these services, overseen by the county's administrative staff within the department, requires a strategic allocation of resources from both the county's and relevant districts' budgets. These ongoing investments in staff, equipment, and supplies play a pivotal role in offering and sustaining a diverse range of outdoor recreation opportunities, prioritizing safety, and meeting public expectations.

Aligned with Chelan County's strategic objectives and integrated into the Comprehensive Plan's guiding principles, this plan underscores the commitment to fostering a safe, healthy, and accessible community, promoting cultural appreciation, and preserving the environment. It encapsulates the aspirations and desired quality of life for Chelan County residents.

This section reaffirms the county's dedication to addressing public feedback and rectifying system deficiencies by outlining a comprehensive Capital Improvement Program (CIP). Encompassing specific

projects and overarching recommendations, the CIP aims to bridge service gaps. These proposals, presented in tabular and detailed formats, outline planned enhancements and conceptual improvements slated for implementation over the next six years. Additionally, the incorporation of long-term aspirational projects reflects a proactive stance, ready to embrace opportunistic improvements contingent upon market conditions or funding viability.

At the core of this plan are key recommendations meticulously crafted to efficiently address current issues, anticipate future demands, maximize funding flexibility, and align with public preferences. It takes into account the full spectrum of available parks and recreation amenities within Chelan County.

On-Going Priorities & Capital Projects

Parks and recreation play a major role in Chelan County. Implementing this plan will take time, money and dedication, but the results will be a stronger parks and recreation system and continued support and growth of that system. Leadership is a vital aspect of cohesively implementing a parks and recreation plan.

Chelan County is the best entity to fill this leadership role. The parks and recreation plan identifies three key areas for leadership, including:

- ♦ coordinating the process at the regional scale,
- ♦ creating connectivity with existing opportunities,
- ♦ developing partnerships with other agencies and non-governmental organizations

Focusing in on these key areas will facilitate the process for implementing the following projects and processes.

One theme that has become apparent during both planning processes was the intention to collaborate to achieve common recreation goals. This theme has taken shape in two different contexts:

1. a desire to see greater collaboration between agencies and local government, and
2. an increase in organized recreation advocacy groups such as the Complete the Loop Coalition, a local volunteer group that advocates funding and developing public trails in the Wenatchee Valley.

This new focus marks a shift in community involvement around recreation development and opens pathways for collaboration between the public and the agencies. Continued confusion about who does what was still a common talking point with the public with an apparent lack of coordination between agencies. The public sees a major gap in the type of collaboration needed to allow for trail connectivity, which is a high priority for recreation development in Chelan County. This plan reinforces that Chelan County is the best suited to lead the effort to coordinate the implementation of recreation plan goals at a regional scale and develop partnerships to further cooperation and create connectivity with existing opportunities.

Organized recreation advocacy groups, such as the Lake Chelan Trails Alliance, Central Washington Evergreen Mountain Bike Alliance, and TREAD are gaining momentum by engaging agencies and other stakeholders to promote recreation development in the open spaces of Chelan County. Many of these efforts have been met with measurable success, such as the agreement between Evergreen Mountain Bike Alliance and the US Forest Service to implement development of a series of mountain bike trails in the vicinity of the Leavenworth Ski Hill. Wenatchee Valley Trails Alliance (TREAD) has been an extremely active advocate for

enlistign partners, identifying projects, and planning for trail development and connectivity. These groups are increasingly important driver in recreation development in Chelan County, and will be key players in implementing some of the recreation concepts discussed at the community workshops. They will also hold agencies and local governments accountable for collaboration when the rubber hits the road. As the County currently does not have a Parks and Recreation Department, but with a population very interested in recreation, these advocacy groups play a major role in recreation planning and development. This role should be recognized and appreciated by the County and other land management agencies, and the focus on collaboration that was highlighted at the community meetings will be crucial to successful recreation planning and implementation in Chelan County.

Parks and Recreation Projects Identified In the Previous Plan

During the previous plans' public and stakeholder workshops, participants highlighted various parks and recreation project ideas to address community needs and demands. In many instances, these initiatives were designed to enhance or expand access to existing recreational facilities. Notably, the majority of the proposed projects were focused on developing trails.

The primary objective of the previous plan was to unite Chelan County's parks and recreation landscape. The County's role is centered on facilitating recreation by supporting the parks and recreation initiatives led by cities and other agencies responsible for these services. The projects outlined in the previous plan reflect this role, particularly emphasizing the importance of trails that connect different parks and recreation facilities. Additionally, the plan underscores the necessity of providing planning and feasibility services to determine suitable project locations.

Identified in the previous plan, several concepts, frameworks, and projects are still valid and can aid the County in its facilitation role. Examples include:

- ◆ **Create a Formal County Parks and Recreation Structure and Staffing**
- ◆ **Comprehensive County Pathways Plan (On-Going)**
- ◆ **Shoreline Public Access Plan**
- ◆ **Number 2 Canyon**
 - Expand and improve existing trails for hikers, bikers and equestrians on US Forest Service land in the Horse Lake Mountain area, west of Wenatchee’s Number 2 Canyon. Potential for an additional 30+ miles of trails, road improvements, and trailhead facilities are currently being assessed.
- ◆ **Lakeside Trail**
 - Phases of this Chelan area trail are under construction with additional funding for development needed. This trail, when completed, will extend from Lakeside Park, along the southern shore of Lake Chelan, through downtown and up the north shore to the City limits.
- ◆ **Upper Columbia River Water Trail**
 - Add a series of access points and campsites facilitating one-day to multi-day trips on the river.
- ◆ **Lake Chelan Water Trail**
 - Add a series of access points and campsites facilitating one-day to multi-day trips on the lake.
- ◆ **Wenatchee Valley Scenic Bikeway**
 - Nicknamed “The Fruit Loop,” this is an effort to officially designate a bike route through the Wenatchee Valley from the Columbia River to Leavenworth.
- ◆ **New Trail Connectors**
 - Squilchuck to Number Two Canyon trail connector, and Number Two Canyon to Maiden Lane trail connector (also in the City of Wenatchee Comprehensive Plan).
- ◆ **Wenatchee River Water Trail**
 - Add a series of access points and day-use sites facilitate one-day trips on the river.
- ◆ **Ski Hill Loop Trails**
 - Add the trails created by a partnership between the USFS and EMBA to establish additional riding opportunities in the Leavenworth area.
- ◆ **Nordic Ski Trails**
 - Add a winter non-motorized recreation area in Stemilt Basin, and groomed Nordic trails at Mission Ridge.
- ◆ **Riverside Trail**
 - Link the Peshastin Mill site (possible Peshastin Community Park site) to the town of Leavenworth via an abandoned railroad grade. The railroad property is privately owned, but some owners have expressed a willingness to provide easement.
- ◆ **Leavenworth National Fish Hatchery**
 - Support the development of the Salmon Lifecycle Landscape project,
- ◆ **Rattlesnake Hill Park**
 - Potential new bike/hike natural area with separate hiking/ mountain biking trails and lookout/viewpoint on summit
- ◆ **Washington Department of Fish and Wildlife (WDFW) River Access**
 - Access improvements at Drunkards Drop, Rodeo Hole, and Turkey Shoot rapids
- ◆ **Dryden WA Dept. of Transportation Property**
 - Potential park, river access and whitewater play feature.
- ◆ **Other project identified for consideration in the previous plan:**
 - Feasibility study for a whitewater park.
 - Expansion of Wenatchee Row and Paddle Club boathouse facilities on the Columbia River at Ninth Street in Wenatchee
 - Additional sports playing fields in Cashmere
 - Outdoor splash park in Cashmere
 - Pedestrian bridge parallel to Icicle Bridge on Icicle Road
 - Better public access/launch for boaters and tubers on the Icicle/Wenatchee in Leavenworth, with parking, restrooms, bank stabilization
 - Designated foot/horse traffic (non-mountain bike) trail at Leavenworth Ski Hill
 - Bike path along Chumstick Highway, from Leavenworth to Plain
 - Year-round swimming pool and recreation center in Leavenworth
 - Ice Rink in Leavenworth
 - Year-round soccer field complex in Leavenworth
 - Downtown Leavenworth to Leavenworth National Fish Hatchery non-motorized trail or enhanced pedestrian shoulder on Icicle Road or East Leavenworth
 - Leavenworth to Plain non-motorized trail for biking, running, XC skiing
 - Signage/parking for climbing access in the Icicle Canyon
 - Continued expansion of mountain biking trails in Chelan County
 - Indoor climbing gym in Leavenworth
 - Outdoor splash park in Leavenworth

- Safe bike travel paths on Hwy. 2 bridges between Wenatchee and Leavenworth

Other recreation planning efforts proposed and/or already occurring around Chelan County include the following:

- ♦ Stemilt-Squilchuck Recreation Plan
- ♦ The Partnership and the County, with the assistance of state and private funds, were able to acquire an additional 4,000 acres of private timberland in the basin for public management in 2014. This acquisition further demonstrated the region’s dedication to preserve water and wildlife. The County is currently working with the Partnership, public agencies, recreation community, and other stakeholders to address recreation which is the third pillar of the Vision Document. The goal is to create a recreation plan that will help identify and create a sustainable and diverse recreation strategy for the area.
- ♦ Wenatchee Foothills Trail Plan
- ♦ Malaga Community Park Improvements
- ♦ New 2.5 acre park on the Malaga Alcoa Highway.
- ♦ Disc Golf Course
- ♦ Manson Bay Waterfront Revitalization Project
- ♦ Singleton Park Drainage
- ♦ Willow Point Park
- ♦ Number 2 Canyon Road Parking & Trailhead Improvements
- ♦ Human-Powered Paddle Sports Access Point on the Columbia River
- ♦ Designated Countywide Bicycle Routes
- ♦ Expand the Upper Valley Trails Plan model to a County-wide Bike Tourism Plan.
- ♦ Upper Wenatchee Community Lands Exchange
- ♦ Lake Chelan “20 Trails” Network

Developing The Capital Improvement Program

The plan is designed for a full six-year lifespan with the intent that it will guide improvements from 2024 through 2030 while providing a conceptual vision of additional aspirational improvements beyond that are focused on the projected growth of Chelan County. This plan is not a strict “script” to guide any and all park & recreation improvements, since the County’s role has primarily been as a facilitator of other organization’s efforts. Since funding may be diverted or not secured or public needs or political will may change, this plan is designed to be a fluid and dynamic strategic guide for the County to base

decisions around. Unforeseen opportunities may present themselves that are not covered in this plan, which may create better service to the public.

The capital improvement projects listed are not, nor will they be officially prioritized over the next six years, although specific recommendations at the beginning of this section have initially placed the projects in a series of “tiers”, which infers which projects are more likely to occur or already have advocates. For planning purposes, the timeline of implementation has been estimated but may be impacted by a multitude of factors, including likely design and permitting time, other critical public work projects, grant funding cycles and available budgets, and finally, County staff project management capacity. Note that this is for planning purposes only and is not a commitment to implementation in a particular year. This plan should be a living document, constantly updated as conditions change.

- ♦ **Tier 1 - Active:** Already Underway or Currently in Planning
- ♦ **Tier 2 - On Deck:** Possible Partner Project Awaiting Further Detail or Funding
- ♦ **Tier 3 - Aspirational:** Beyond 2030

To reinforce this intention, the CIP project list is meant to address the demand and needs captured by the public survey and community workshops, and have been vetted with both County staff, Planning Commission members, and County Council. Actual implementation over the next six years will be driven by available funding, the County’s success in securing grant funding or other project partners, as well as critical liability maintenance and repair improvements.

Opinion Of Probable Costs

Included in this section is an opinion of the range of probable implementation costs associated with the improvements recommended for each potential project or proposed initiative. Note that these opinions are purposely left in a range reflecting the complexity of the project and are subject to change due to site conditions, final design, and market circumstances.

Inflation, annual cost escalators, cost & design contingencies, permitting and other soft costs are not detailed, neither is the cost for staff time is not included in the cost opinions.

Cost Category:

- ♦ **\$:** \$0-\$250,000
- ♦ **\$\$:** \$250,000 - \$750K
- ♦ **\$\$\$:** \$750,000+

Updated Project & Program Improvements

The results from the public workshops and survey provide comprehensive insights into the community’s perspectives and preferences regarding Chelan County’s parks and recreation system. Project recommendations from participants include and are organized by the demand & need prioritized theme:

Table 6-1: Capital Improvement Projects & Initiatives					
Project Name	Project Type	Facility Type	Cost Category	Tier	Funding Potential
Increased & Increased Access Points & Trailheads					
Add Low elevation trails in the Upper Valley (Leavenworth area) to take pressure off the parking at Sauer mtn	Development	TB, TP, ORV	\$\$	I	County, EMBA, USFS, Local
Develop formal trailhead and sanctioned trail system for Sauer Mountain	Planning/ Feasibility, Development	TB, TP, ORV	\$\$\$	II	County, EMBA, USFS, Local
Develop more accessible (flat) trails throughout the valley	Planning/ Feasibility, Development	TB, TP, EQ, WF	\$\$\$	I	County, EMBA, USFS, Local
More trails and/or trailheads to access sage-brush steppe habitat (especially in the Wenatchee foothills to Cashmere area).	Planning/ Feasibility, Development	TP, TB	\$\$\$	II	County, RCO, EMBA, USFS, Local
Add formal trailhead in Burch Mtn Rd. area	Development	TP, TB	\$\$	III	County, RCO, EMBA, Local
Establish formal trailhead at South end of Sage Hills trail system to resolve overcrowding and neighbor/use conflicts at Day Drive and 5th Street access points	Planning/ Feasibility, Development	TP, TB	\$\$	II	County, RCO, EMBA, Local
Formal trailhead at lower Horse Lake Road area	Development	TP, TB, EQ	\$	I	County, RCO, Local
Develop formal and managed access points and trails at heavily used informal sites. Implementation of access points should be guided by 2022 CCPW Recreation Access Site Assessment & Need study.	Development	TP, TB, EQ, ORV, OS	\$\$	I	Local, RCO
Formal trailhead serving multiple trails in Derby Canyon area	Planning/ Feasibility, Development	TP, TB	\$\$	II	County, RCO, EMBA, Local
Formal trailhead and trail system in the Hay Canyon dispersed recreation area at the interface of Chelan County and Forest Service jurisdictions	Planning/ Feasibility, Development	TP, TB, EQ, ORV, OS	\$\$\$	III	County, RCO, EMBA, USFS, Local
Formal trailhead with amenities developed in Freund Canyon area.	Planning/ Feasibility, Development	TP, TB, EQ	\$\$	II	County, RCO, EMBA, USFS, Local
Increase parking & other amenities at existing formal access points & trailheads	Planning/ Feasibility, Development	TP, TB, EQ	\$\$\$	I	County, RCO, EMBA, USFS, Local
Formal trailhead in Mountain Home Road area at interface of private, Chelan County, and Forest Service jurisdictions	Planning/ Feasibility, Development	TP, TB, EQ, OS	\$\$	I	County, RCO, EMBA, USFS, Local

Table 6-1: Capital Improvement Projects & Initiatives

Project Name	Project Type	Facility Type	Cost Category	Tier	Funding Potential
Increased parking & amenities at Icicle Ridge trailhead	Development	TP, TB, EQ, OS	\$\$		County, RCO, EMBA, USFS, Local
Increased parking at Snow Lakes trailhead	Development	TP, TB, EQ, OS	\$\$		County, RCO, EMBA, USFS, Local
Facilitate representative planning teams to explore and develop trailheads and access points in underserved communities.	Planning/Feasibility	AM	\$	1	County, EMBA, TREAD, USFS, CDLT, TPL
Shuttle service to high-use trailheads to reduce parking congestion and safety concerns for roadway overflow parking.	Development	TP, TB, AM	\$\$	1	County, USFS
Increase designated active transportation routes to access trailheads.	Development	TP, TB, AM	\$\$	1	County, USFS, Local
Increased Access to River Recreation					
More put-in / takeout sites along the Wen River. Implementation and management of access sites should be guided by 2023 River Recreation Management Plan for the Wenatchee River & Icicle Creek Near Leavenworth and 2022 CCPW Recreation Access Site Assessment & Need study.	Planning/ Feasibility, Development	B, WF	\$\$	1	Local, County, WDFW, RCO
Icicle Bridge site access to Wenatchee River	Development	B, WF	\$\$	II	Local, County, WDFW, RCO
Beaver Valley Road access to Wenatchee River	Development	B, WF	\$\$	II	Local, County, WDFW, RCO
Sleepy Hollow Bridge site access to Wenatchee River	Development	B, WF	\$\$	III	Local, County, WDFW, RCO, WSDOT
Ensure new or enhanced access points include human-powered watercraft launches, including tubing where demand exists.	Planning/ Feasibility, Development	B, WF, AM	\$	I	Local, County, WDFW, RCO, WSDOT
Facilitate partnerships for management of existing designated public water access sites, such as some owned by WDFW or CPUD.	Infrastructure	TP	\$	I	Local, County, WDFW, RCO, WSDOT
Develop whitewater park on Wenatchee River, informed by CENRD Wenatchee River Whitewater Park Feasibility Study	Development	BB	\$\$\$	II	Local, County, WDFW, RCO, WSDOT
Develop the Peshastin Community Park (if feasible)	Planning/Feasibility	NPK, TP, P, OS	\$\$	1	Local, County, WDFW, RCO, WSDOT
Upper Columbia Water Trail	Planning/Feasibility	WF, SB, SO	\$\$\$	III	Local, County, WDFW, RCO, WSDOT
Lake Chelan Water Trail	Planning/Feasibility	WF, SB, SO	\$\$	II	Local, County, WDFW, RCO, WSDOT
Multi-modal Pathways Connecting Communities					
Implement Chelan County Pathways planning process	Planning/ Feasibility,	TP, TB, EQ, ORV, OS	\$	I	Local, County, RCO, WSDOT
Develop additional ADA accessible trails throughout the Wenatchee Valley	Planning/ Feasibility, Development	TP, TB, EQ, ORV, OS	\$\$\$	II	Local, County, RCO, WSDOT



Table 6-1: Capital Improvement Projects & Initiatives

Project Name	Project Type	Facility Type	Cost Category	Tier	Funding Potential
Develop a comprehensive inventory of all trails and conditions	Trail/Path	TP, TB, EQ, ORV, OS	\$\$	I	Local, County, RCO, WSDOT
Increased Access to Lake Chelan					
Develop Access to and New Water Access Points in Manson, and the County	Planning/ Feasibility, Development	B, WF, SB, SO	\$\$	I	Local, County, RCO, WSDOT
Develop Lakeside Trail	Development	TP, TB	\$\$\$	II	Local, County, RCO, WSDOT
Develop Northshore Trail	Planning/ Feasibility, Development	TP, TB	\$\$\$	III	Local, County, RCO, WSDOT
Improved Communications & Knowledge					
Updated signage for road routes, wayfinding, ownership, and rules.	Planning/ Feasibility, Development	AM	\$\$	II	Local, County, RCO, WSDOT
Develop real-time status updates for trails and recreation.	Planning/ Feasibility, Development	AM	\$\$	I	Local, County, RCO, WSDOT
Desire for clear demarcation of public and private lands, especially on trails	Planning/ Feasibility, Development	AM	\$\$	II	Local, County, RCO, WSDOT
Safety Improvements					
Suggestions for more reflectors on recreational roads and bridge improvements for pedestrian safety	Planning/ Feasibility, Development	AM	\$	I	Local, County, WSDOT
Add video monitoring at select trailheads with motion-sensing	Planning/ Feasibility, Development	AM	\$	I	Local, County, WSDOT USFS
Improve parking capacity and/or transit/shuttle stops at key trailheads	Planning/ Feasibility, Development	AM	\$	I	Local, County, WSDOT USFS
Economic Development					
Concentrate recreation resources near visitor accommodations to boost the local economy.	Planning/Feasibility	AM	\$\$	I	Local, County, WSDOT USFS

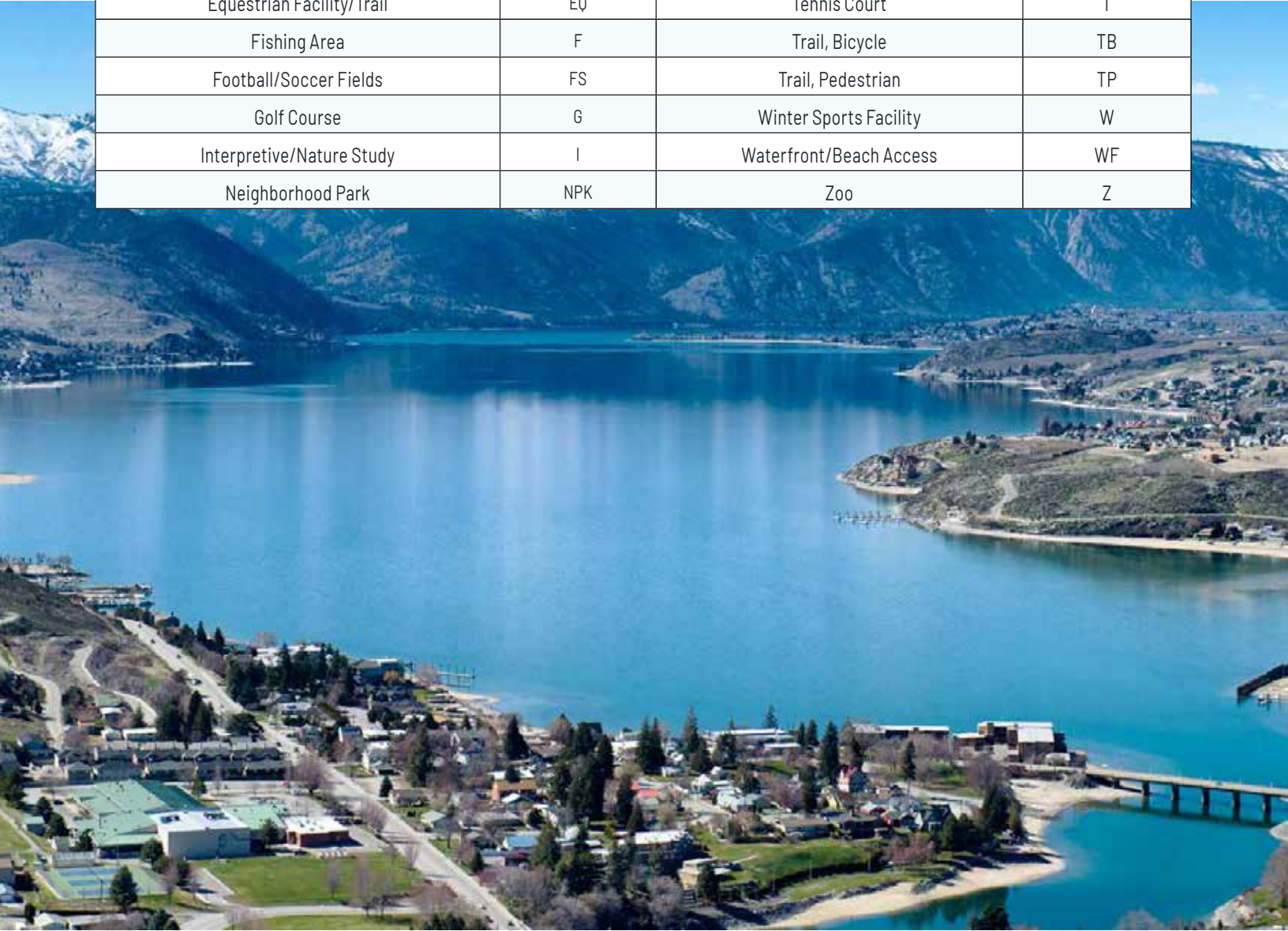
Table 6-1: Capital Improvement Projects & Initiatives					
Project Name	Project Type	Facility Type	Cost Category	Tier	Funding Potential
Improved ORV / ATV Access & Dedicated Trails					
Open County Roads between Trailheads & ORV Trails	Planning/ Feasibility, Development	TB, TP, ORV	\$	1	Local, County, USFS
Complete the Motorized Trail Planning process	Planning/Feasibility	AM	\$	I	County
Improved ORV / ATV Access & Dedicate Trails	Planning/ Feasibility, Development	TB, TP, ORV	\$\$\$	II	Local, County, USFS
Mills Canyon ORV Trail (Beginner & Intermediate)- Could include MB	Development	TB, TP, ORV	\$\$	II	Local, County, USFS
Reopen old FS roads for ORVs	Development	TB, TP, ORV	\$\$!	Local, County, USFS
Organizational Recommendations					
Identify the oversight agency and the need for better coordination between state and local governments.	Planning/Feasibility	AM	\$	I	Local, County, WDFW, RCO, WSDOT

The ongoing planning and implementation initiatives previously discussed in this plan should be formally acknowledged as part of the Capital Improvement Projects, making them eligible for sustained financial support. A significant number of the planning efforts outlined in this plan update are fundamental in establishing the necessary framework for bringing to fruition several of the community-driven concepts. It is imperative to recognize and allocate continued financial resources to these ongoing endeavors to ensure their seamless integration and to provide the structural foundation required for the successful implementation of the community's proposed projects. The CIP lists the funding options and project as categorized using the data in Table 6-2.

Table 6-2: CIP Funding Options and Projects		
Key	Funding Sources	Project Categories
L	Local Funds	Trail / Path
B	General Obligation Bonds	
U	Unknown	
D	Donation	Infrastructure
R	Revenue Bonds	
M	Matching Grant	
O	Other Bonds	Planning / Feasibility
RCO	Recreation and Conservation Office, which encompasses the following programs: <ul style="list-style-type: none"> ◆ LWCF- Land and Water Conservation Fund ◆ WWRP- Washington Wildlife and Recreation Program ◆ RCFB - Recreation and Conservation Funding Board ◆ WSPC - WA State Parks Commission 	

The CIP also includes all facility types that apply for each project with the primary use listed first. Facility types specify what funding can be considered and include:

Table 6-3: CIP Facility Types			
Facility Type	Symbol	Facility Type	Symbol
Aquarium	A	Open Space, Greenway	OS
Administration, Maintenance	AM	ORV Facility, Trail	ORV
Boating Facilities	B	Picnic, Day Use	P
Basketball, Other Courts	BB	Play Equipment	PE
Botanical Garden	BG	Open Play Field	PF
Baseball, Softball Fields	BS	Swimming Beach	SB
Camping Facility	C	Swimming, Indoor Pool	SI
Community, Senior Center	CC	Swimming, Outdoor	SO
Equestrian Facility/Trail	EQ	Tennis Court	T
Fishing Area	F	Trail, Bicycle	TB
Football/Soccer Fields	FS	Trail, Pedestrian	TP
Golf Course	G	Winter Sports Facility	W
Interpretive/Nature Study	I	Waterfront/Beach Access	WF
Neighborhood Park	NPK	Zoo	Z



Plan Adoption





Adoption

In order for this plan to be formally adopted, the plan must be reviewed by several bodies, including the public, ultimately culminating with a resolution, ordinance, or other adoption instrument showing formal approval of the plan and planning process by the governing entity. Only after RCO approves the plan, may the organization may apply for grants for up to six calendar years from the date when the governing body adopted the plan.

With the depth of public and staff involvement made over the execution of this planning process, the following review and approvals have been included:

1. County Council Ordinance
2. RCO Self-Certification Checklist
3. Non-Project SEPA Review (See Appendix D)

SPACE FOR RESOLUTION

SPACE FOR RESOLUTION

Planning Eligibility Self-Certification Form

Use this form to certify that the need for any grant projects have been developed through an appropriate planning process. Provide the completed form with the subject plans and adoption documentation to RCO via e-mail or other means of electronic access (i.e. Web link, Box.com, etc.).

Organization Name: Chelan County

Contact Name: Mike Kaputa, Director

Adoption Date of Submitted Documents:

Seeking Eligibility for: Recreation Grants Conservation Grants Both

Initial Each to Certify Completion	Plan Element Certification	Document and Page Number Location of Information
	<p>1. Goals, objectives: The attached plan supports our project with broad statements of intent (goals) <i>and</i> measures that describe when these intents will be attained (objectives). Goals may include a higher level of service.</p>	64
	<p>2. Inventory: The plan includes a description of the service area's facilities, lands, programs, and their condition. <i>(This may be done in a quantitative format or in a qualitative/narrative format.)</i></p>	18
	<p>3. Public involvement: The planning process gave the public ample opportunity to be involved in plan development and adoption.</p>	45
	<p>4a. Demand and need analysis: In the plans:</p> <ul style="list-style-type: none"> • An analysis defines priorities, as appropriate, for acquisition, development, preservation, enhancement, management, etc., and explains why these actions are needed. • The process used in developing the analysis assessed community desires for parks, recreation, open space, and/or habitat, as appropriate, in a manner appropriate for the service area (personal observation, informal talks, formal survey(s), workshops, etc.). 	59
	<p>4b. Level of Service assessment (optional): An assessment of the criterion appropriate to your community. Possibly establish a higher level of service as a plan goal (above).</p>	59
	<p>5. Capital Improvement Program: The plan includes a capital improvement/facility program that lists land acquisition, development, and renovation projects by year of anticipated implementation; include funding source. The program includes any capital project submitted to the Recreation and Conservation Funding Board for funding.</p>	65
	<p>6. Adoption: The plan and process has received formal governing body approval (<i>that is, city/county department head, district ranger, regional manager/supervisor, etc., as appropriate</i>). Attach signed resolution, letter, or other adoption instrument.</p>	75

Certification Signature

I certify that this information is true and complete to the best of my knowledge.

Print/Type Name: Mike Kaputa

Signature (Hand Written or Digital): _____

Title: Director, Department of Natural Resources

Date: _____



Appendices & Attachments

Chelan County Recreation Element Update

April 2024

A - Terms & Definitions

Washington State Recreation & Conservation Office (RCO) has found that many terms commonly used in recreation planning do not have consistent definitions from one plan to another. RCO suggests, but does not require, the following definitions compiled from various sources, including Washington Administrative Code, Department of Natural Resources, and Washington State Parks & Recreation Commission used in this master parks plan include:

Table A1: Terms & Definitions	
Term	Definition#
Access	The public's ability to physically use land or water.
Active Recreation	Predominately human muscle powered recreational activities.
Camping	An overnight stay in a tent or other non-permanent structure.
Capital Improvement Program (CIP)	A list or description of proposal capital projects.
Capital Project	A project that results in redevelopment of an existing property, acquisition of new property, or a new built facility with a budget that excess \$10,000.00
Consumptive	Recreation that physically consumes resources; examples include berry picking, shellfish harvest, hunting, fishing.
Development	A development project is construction or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.
Dispersed	Recreation that is scattered or spread across the landscape and not concentrated at a specific site. Examples include trail uses, camping, walking, cycling, and jogging.
Impact (Low, Medium, High)	The effect that recreational uses have on resources including but not limited to soils, water, species, habitat, sites, and facilities.



Table A1: Terms & Definitions

Term	Definition#
Improve	Expanding an existing site or facility to serve more uses or more types of use.
Level of Service	Measure of the current status of a park and recreation system as a whole based on either quantitative or qualitative characteristics.
Maintain	To maintain existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.
Multiple-use	Use by more than one type of recreation on the same facility.
Non-consumptive	Resource recreation that depends on, but does not consume, resources; for example, photographing wildlife.
Park	<p>Land or an area set aside for a special purpose, but particularly for leisure or recreation.</p> <ul style="list-style-type: none"> • Totlot/Mini-Park/Pocket Park - a small local park or civic space accessible to the general public without the capacity for large outdoor recreation activities like field sports and often associated with playground equipment for toddlers and young children. • Neighborhood Park - a local-scale park with a service area of a reasonable walking distance, typically ½ mile, but up to 1 mile. • Community Park - a community-scale park facility has a service area typically of 1-5 miles that includes the city limits of a town or city. • Regional Park - a larger park facility intended to serve populations and uses from multiple jurisdictions. • State Park - a park facility owned and managed by the State of Washington. • Marine Park - a state or regional park facility intended to serve populations spanning multiple jurisdictions with primary access via watercraft . • Day-use Park - any kind of park facility that does not allow overnight uses such as camping. • Seasonal Parks - any kind of parks intended for use in specific seasons.
Passive	Activities usually conducted in place and requiring minimal physical exertion such as picnicking, watching a sports event, sun bathing, or relaxing.
Qualitative	An adjective relating to the quality of something interpreted by its intrinsic non-numerical characteristics other than some quantity or measured value.
Quantitative	Relating to, measuring, or measured by the quantity of something obtained using a numerical measurement process.
Recreation	Activities of a voluntary and leisure time Nature that aid in promoting entertainment, pleasure, play, relaxation, or instruction.
Renovate (Renovation)	The activities intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful life.
Restoration	Bringing a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.
Shared Use	Use by more than one type of recreation on the same facility.
Trail	<p>According to the Washington State Trails Plan (RCO, 2013):</p> <p><i>"...a path, route, way, right-of-way, or corridor posted, signed, or designated as open for travel or passage by the general public but not normally designated as open for the transportation of commercial goods or services by motorized vehicles."</i></p> <p>A trail is a recreational facility that also can serve as a non-motorized route for transportation.</p>

B - Standards & Guidelines

There are six basic park and greenspace facility types typically utilized by municipalities:

- ◆ Pocket Parks / Mini-Parks / Tot Lots
- ◆ Neighborhood Parks
- ◆ Community Parks
- ◆ Natural Areas & Greenspaces
- ◆ Trails, Bikeways & Paths
- ◆ Special Facilities

POCKET PARKS / MINI-PARKS / TOT LOTS

Pocket parks are very small and serve a limited radius (up to ¼-mile) from the site; they provide passive and play-oriented recreational opportunities. Examples of pocket parks can include a tot lot with play equipment such as a climber, slide or swings; a viewpoint; or waterfront access areas such as at street ends.

A small urban plaza or civic recognition project may also be considered a pocket park. Parking is not often provided at pocket parks, although lighting may be used for security and safety.

NEIGHBORHOOD PARKS

Neighborhood parks are generally considered the basic unit of traditional park systems. They are small park areas designed for unstructured play and limited active and passive recreation. They are generally 3-5 acres in size, depending on a variety of factors including neighborhood need, physical location and opportunity, and should meet a minimum size of 2 acre in size when possible.

Neighborhood parks are intended to serve residential areas within short walking distance (up to ½-mile radius) of the park and should be geographically distributed throughout the community. Access is mostly pedestrian, and park sites should be located so that persons living within the service area will not have to cross a major arterial street or other significant natural or man-made barrier, such as ravines and railroad tracks, to get to the site.

Additionally, these parks should be located along road

frontages to improve visual access and community awareness of the sites.

Generally, developed neighborhood parks typically include amenities such as pedestrian paths, picnic tables, benches, play equipment, a multi-use open field for youth soccer and baseball, sport courts or multi-purpose paved areas, landscaping and irrigation. Restrooms are not provided due to high construction and maintenance costs. Parking is also not usually provided; however, on-street, ADA accessible parking stall(s) may be included.

Neighborhood park development may proceed in phases.

COMMUNITY PARKS

Community parks are larger sites developed for organized play, contain a wider array of facilities and, as a result, appeal to a more diverse group of users. Community parks are generally 20 to 50 acres in size, meet a minimum size of 20 acres when possible and serve residents within a 1-mile radius of the site.

In areas without neighborhood parks, community parks can also serve as local neighborhood parks. In general, community park facilities are designed for organized or intensive recreational activities and sports, although passive components such as pathways, picnic areas and natural areas are highly encouraged and complementary to active use facilities.

Since community parks serve a larger area and offer more facilities than neighborhood parks, parking and restroom facilities are provided. Community parks may also incorporate community facilities, such as community centers, senior centers or aquatic facilities.



NATURAL AREAS & GREENSPACES

NATURAL AREAS

Natural areas are those which are preserved to maintain the natural character of the site and are managed to protect valuable ecological systems, such as riparian corridors and wetlands, and to preserve native habitat and biodiversity. In managing for their ecological value, these natural areas may contain a diversity of native vegetation that provides fish and wildlife habitat and embodies the beauty and character of the local landscape. Low-impact activities, such as walking, nature observation, and fishing are allowed, where appropriate, and horseback riding is also permitted on certain sites.

GREENSPACES

Greenspaces are passive-use open spaces and turf areas without developed amenities or structured functions.

TRAILS & BIKEWAYS

Trails are non-motorized transportation networks separated from roads. Trails can be developed to accommodate multiple uses or shared uses, such as pedestrians, in line skaters, bicyclists, and equestrians. Trail alignments aim to emphasize a strong relationship with the natural environment and may not provide the most direct route from a practical transportation viewpoint.

Bikeways are different than trails in that their principal focus is on safe and efficient non-motorized transportation. Bikeways serve distinctly different user groups than trail users. Typical bikeway user groups would include bicycle commuters, fitness enthusiasts and competitive athletes. Their emphasis is on speed, which can create conflicts with recreation-type trails and their respective user groups.

For shared-use trails, it is important that the alignment and cross sections be designed with flexibility to accommodate higher speeds, passing zones and greater widths. Surfaces will vary with intended use and environmental considerations. Additionally, parking, consistent signage (wayfinding, access, use hierarchy) and interpretive markers or panels should be provided as appropriate.

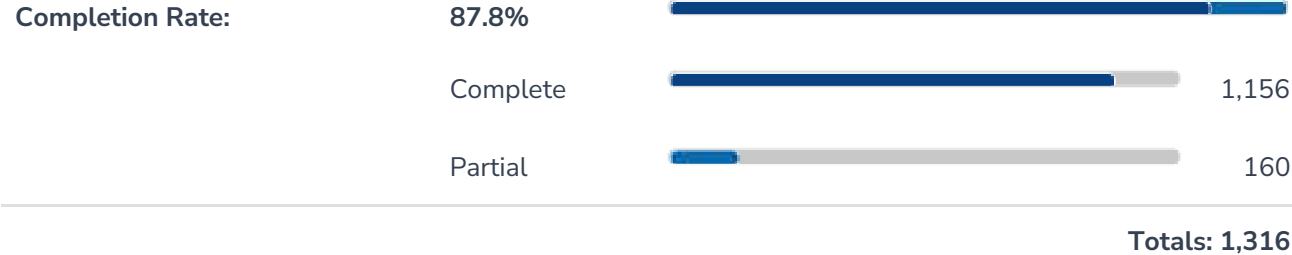
SPECIAL FACILITIES

Special facilities include single-purpose recreational areas such as skateparks and display gardens, along with community centers, aquatic centers and public plazas in or near the downtown core. Additionally, publicly-accessible sport fields and play areas of public schools are classified as special facilities; while they often serve as proxies to public parks, school sites have restricted daytime access and offer limited recreational use during non-school hours. No standards are proposed concerning special facilities, since facility size is a function of the specific use.

C - Public Survey Report

Report for 2024 Chelan County Comprehensive Plan - Recreation Element Survey

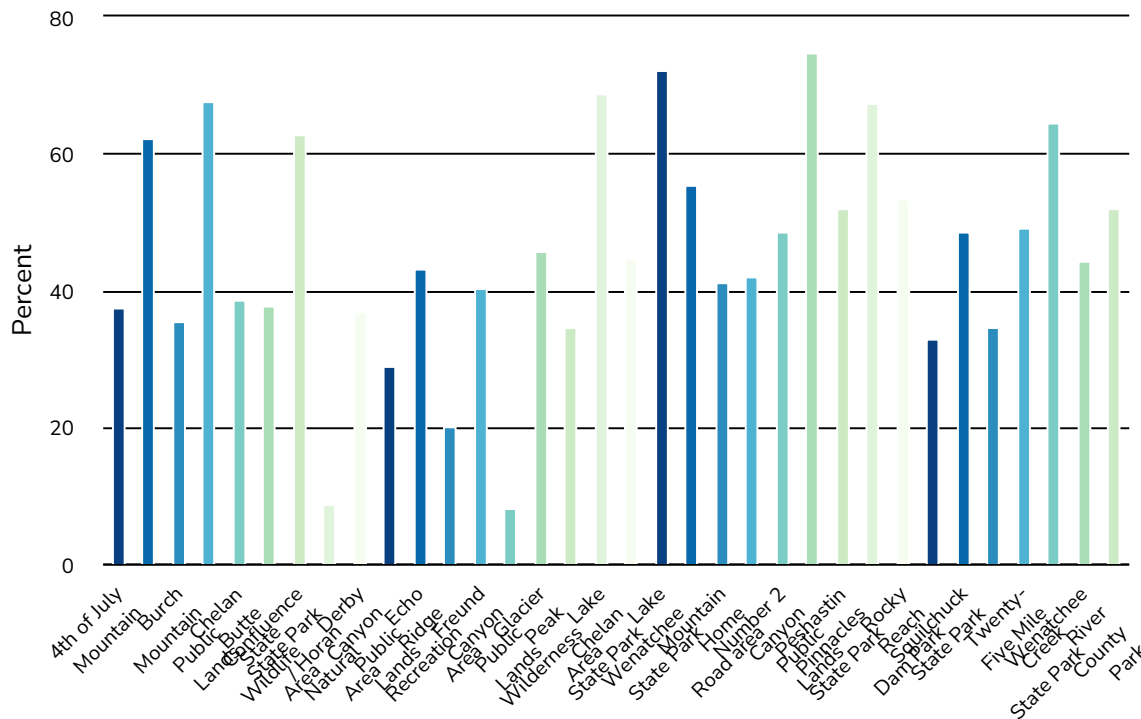
Response Counts



1. How often do you visit these facilities owned and managed by Chelan County?

	Daily	Weekly	Monthly	Yearly	Never	Responses
Chelan County Fairgrounds & Expo Center Count Row %	2 0.2%	5 0.4%	25 2.0%	643 50.2%	605 47.3%	1,280
Nason Ridge Community Forest Count Row %	1 0.1%	38 3.0%	182 14.3%	523 41.0%	533 41.7%	1,277
Ohme Gardens Count Row %	3 0.2%	13 1.0%	40 3.1%	619 48.6%	598 47.0%	1,273
Stemilt-Squilchuck Community Forest Count Row %	16 1.3%	71 5.6%	254 19.9%	440 34.4%	497 38.9%	1,278
Totals						5108 100.0%

2. Which outdoor recreation sites in Chelan County have you accessed before? Select all that apply.

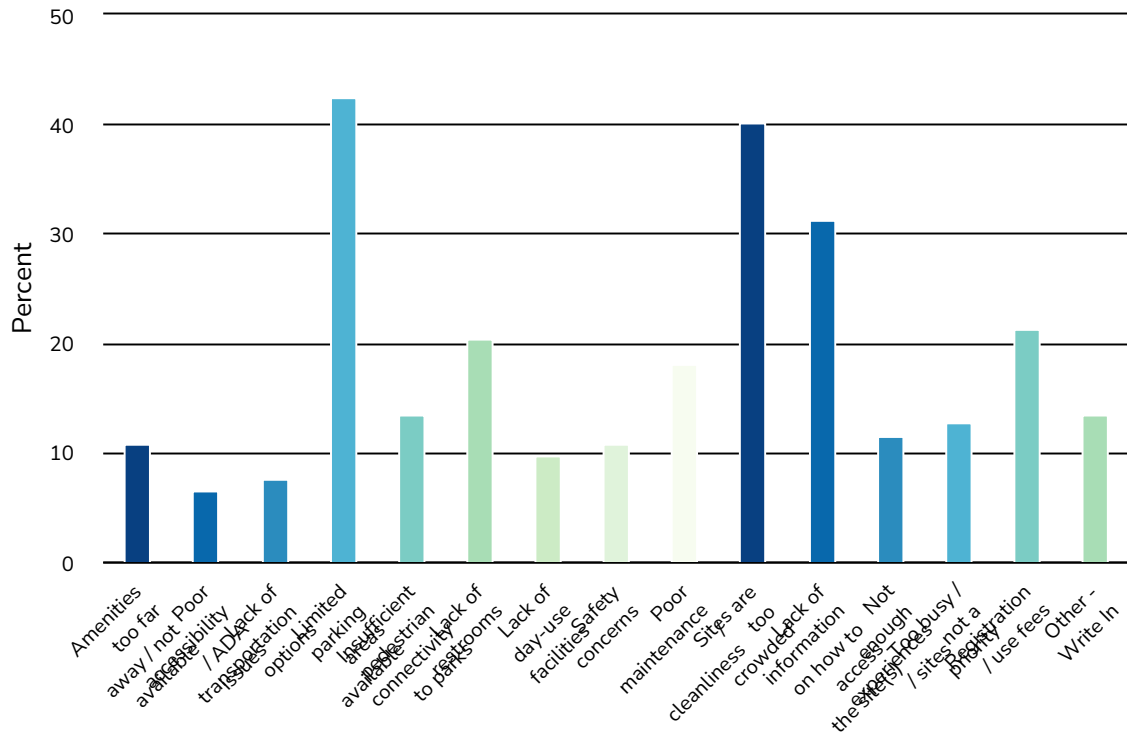


Value	Percent	Responses
4th of July Mountain	37.5%	485
Alpine Lakes Wilderness Area	62.3%	806
Burch Mountain Public Lands	35.7%	461
Camping on USFS Lands	67.7%	876
Chelan Butte State Wildlife Area	38.6%	499
Chelan Falls & Powerhouse Parks	37.8%	489
Confluence State Park / Horan Natural Area	63.0%	815
Deer Mountain	8.7%	112
Derby Canyon Public Lands	37.0%	479

Value	Percent	Responses
Eagle/Van Creek Public Lands	29.1%	376
Echo Ridge Recreation Area	43.2%	558
Elephant's Head/Chelan Butte	20.2%	261
Freund Canyon Public Lands	40.5%	524
Gallagher Flat Wildlife Area	8.3%	107
Glacier Peak Wilderness Area	45.9%	594
Hay Canyon Public Lands	34.6%	447
Lake Chelan State Park	68.9%	891
Lake Chelan-Sawtooth Wilderness Area	44.7%	578
Lake Wenatchee State Park	72.2%	933
Leavenworth Ski Hill	55.6%	719
Mountain Home Road area	41.2%	533
Nahahum Canyon Public Lands	42.1%	544
Number 2 Canyon Public Lands	48.6%	629
Okanogan-Wenatchee National Forest	74.8%	967
Peshastin Pinnacles State Park	52.2%	675
PUD Parks in Wenatchee (Kirby Billingsley Hydro Park, Walla Walla Point Park)	67.6%	874

Value	Percent	Responses
Rocky Reach Dam Park	53.4%	691
Sauer Mountain	33.0%	427
Squilchuck State Park	48.7%	630
Swakane Wildlife Area	34.6%	448
Twenty-Five Mile Creek State Park	49.2%	636
Wenatchee Foothills (Sage Hills, Saddlerock, etc.)	64.6%	835
Wenatchee River County Park	44.3%	573
Other Unmaintained Access Points and Unincorporated Trailheads	52.0%	673

3. What barriers do you experience accessing open space and recreation opportunities in Chelan County? Select all that apply.



Value	Percent	Responses
Amenities too far away / not available	10.9%	122
Poor accessibility / ADA issues	6.6%	74
Lack of transportation options	7.6%	85
Limited parking areas available	42.5%	474
Insufficient pedestrian connectivity to parks	13.5%	151
Lack of restrooms	20.5%	229
Lack of day-use facilities	9.7%	108
Safety concerns	10.9%	122
Poor maintenance / cleanliness	18.2%	203
Sites are too crowded	40.3%	449
Lack of information on how to access the site(s)	31.3%	349
Not enough experiences / sites	11.6%	129
Too busy / not a priority	12.9%	144
Registration / use fees	21.3%	237
Other - Write In	13.6%	152
Other - Write In		Count
Road conditions		2
Totals		147

Other - Write In	Count
No barriers (should be an option)	1
A desperate lack of fire wise prevention contributes to wildfires which impacts health and safety, causing inhibited recreational opportunities during prime activity months. Please prioritize clearing ladder fuels and forest thinning.	1
Afraid to go by myself. New to the area.want to go with someone knowledgeable to be safe	1
Atv, motorcycle limited use	1
Bad road conditions	1
Better put-in takeout sites along Wenatchee River. Take-out at park not good and over used. Take out dam and put a whitewater park.	1
Boat ramp below rocky reach is old, metal pops tires, rough, limited parking	1
Closed gates	1
Closed to motorized use	1
Commercial users of some of these lands dominate the space	1
Connecting Motorcycle Use	1
Creepy vans or vehicles that look like they are being lives in, are in the parking lot	1
Day use permits would solve many issues	1
Discover pass is a hinderance and only pays for enforcement	1
Dog parks for off leash run in uncrowded, more sanitary locations, East wenatchee	1
Dogs not allowed	1
Enchantments need better day use rules, as well as a way that still allows locals decent access. It's frustrating when you've lived here for years and you can't get a permit for the core, I don't want that same experience in a day permit. We need reserved walk up permits, or locals permits.	1
Excessive gubbament regulation and interference. Getting tested multiple times for the same land. Access pass is fucking bullshit. Liberals should be restricted to city limits.	1
Fire and smoke	1
Forest service roads are destroyed	1
Totals	147

Other - Write In	Count
Gated public access roads	1
Gates closed well into spring for no reason	1
Gates on county unmaintained roads	1
Gates on open county roadways that are not being maintained.	1
Hace falta un centro Málaga	1
Hay Canyon- Homeless camps and tons of shooting	1
Health and safety concerns due to wildfire smoke	1
Homeless and vehicle breakins	1
I don't really experience barriers to my use - just time!	1
I have not experienced any barriers	1
I poop in the woods it actually cleaner than any bath room	1
I revisit spaces and so don't make it to all of them.	1
I'm sure I've accessed them plenty... I just don't know their formal names...	1
Lack of OHV areas	1
Lack of ORV opportunities	1
Lack of access for dirt bikes	1
Lack of access to rivers with heavy whitewater rafts. More access where a trailer can back in. More places where a wide craft can be carried to or from the river. Includes the Wenatchee and Chiwawa rivers	1
Lack of adequate signage for trails- ie: having a map/marker at a trailhead detailing trail difficulty/features/showing where it starts and ends.	1
Lack of drinking fountains along the Apple Capital trail.	1
Lack of income.	1
Lack of livestock(horse) friendly access.	1
Totals	147

Other - Write In	Count
Lack of motorized trails	1
Lack of single track motorized trails, especially with loop opportunities	1
Lack of trail maintenance	1
Limited Non-motorized winter recreation areas for backcountry skiing and snowshoeing.	1
Limited trails for Dual Sport, single track motor and single track mtb.	1
Motorcycle access trails poorly maintained.	1
Motorcycles hurt the trails	1
Motorized traffic makes areas unappealing or unsafe	1
Moved here in 2017 we're blessed to have so many options with so little time due to owning a business who's busiest season is spring and summer.	1
Need additional new trails in Manson and Chelan area	1
Need more ORV aeas	1
Need more ORV opportunities	1
Need more horse trails and information	1
Need more motorized recreation	1
Need more time to ride motorcycles offroad	1
No Barriers.	1
No barriers	1
No public access to Deer Mountain	1
Non-motorized winter access	1
None honestly	1
None of the above	1
Not Dog Friendly	1
Totals	147

Other - Write In	Count
Not always motor recreation use	1
Not authorized for motorcycle use.	1
Not enough atv/orv parks	1
Not enough enforcement to protect the site, the stream, the vegetation and soils are deteriorating in easy access areas. Visitor and RVer/fisher/hunter garbage and waste is causing land and water quality issues and wildlife/fish issues at more sites since Covid hit. MORE EDUCATION, PERMIT SYSTEMS AND ENFORCEMENT IS NEEDED for what you already have and increases in recreation areas.	1
Not enough free time!	1
Not enough motorized vehicle options (atv & motorcycle)	1
Not enough mountain bike specific infrastructure	1
Not enough new motorcycle trails. Existing trails are over ridden. Need to expand the trail systems.	1
Not enough orv area	1
Not enough time, use areas close to home	1
Not enough winter parking for ski touring locations	1
Not interconnected by trails/accessible by bike	1
Over zealous fees for some and as a pet owner Wenatchee needs desperately small and large dog parks/separate for safety and the more investment into that then tourists will not deal with unruly dogs on paths and no dog poop either-it can be a win win!	1
People firing guns crazily and out of hunting season	1
People not obeying the park regulations, including fishing and hunting laws. NOT enough enforcement.	1
People using guns/shooting im areas where people hike and camp	1
Poor road conditions and road maintenance of dirt/gravel roads	1
Poor road conditions. Unofficial trails that lack proper d be design and maintenance but are great rec opportunities	1
Poor roads (eg to the top of Nahahum, Swakane, No 2 canyon	1
Totals	147

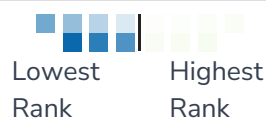
Other - Write In	Count
Poor trail conditions	1
Poor trail maintenance	1
Poorly maintained roads to the more remote areas	1
Prefer bike paths	1
Public lands blocked by private lands	1
Require dogs "on-leash"	1
Road closures	1
Road conditions. Thanks for updating number 2 canyon road!	1
Roads are not always passable by regular vehicle	1
Roads are not being maintained and can't get to trailheads	1
Roads in rough shape preventing access	1
Roads need maintenance USFSFS	1
Rules about motorcycles and lack of trails	1
Shouldn't pay fees if nothing is maintained	1
Some areas locked by private land	1
Stupid permits that don't favor locals	1
The dirt roads are poorly maintained/ not graded/ and not brushed out. Just super rough dirt road access.	1
The fairgrounds is not available to the community in the winter because of boat storage. And in the summer, difficult to reserve.	1
Theft, vandalism, vehicle security	1
Too crowded, but only Colchuck Lake trail, really	1
Too many fees for access or use our public lands. Let the public have our lands back.	1
Too many people from out of the county	1
Totals	147

Other - Write In	Count
Too many people, too many people who disrespect natural areas and can be unsanitary.	1
Too many teenagers with off-road vehicles or shooting near such areas especially during fire danger.	1
Too much government involvement.	1
Traditional homelands should not have barriers to access.	1
Trail difficulty markings	1
Trash condoms all over parking area at saddle rock	1
Unauthorized motor vehicle use	1
Uncontrolled target shooting, off-leash dogs	1
Undeveloped areas without trail maintenance and signage	1
Vehicle breakins	1
Vehicle security, Vandalism, unleashed dogs	1
We have many parks and recreation opportunities. I wonder if we have TOO many.	1
We look for places we can ride dirt bikes or dual sport motorcycle	1
We spend most of Apr-Sep up by Plain, we enjoy anywhere we can go on our dirt bikes, ATVs, and dual sport bikes.	1
Where are they?	1
Which pass for which location is an issue.	1
Who owns it	1
Would like to see public swimming availability as well as an outdoor pool. I would also like to see boat dinner cruises, like in Kirkland argosy	1
access points to busy, break in/theft at parking areas	1
bicycle access/pathways	1
camps of people living in parks	1
Totals	147

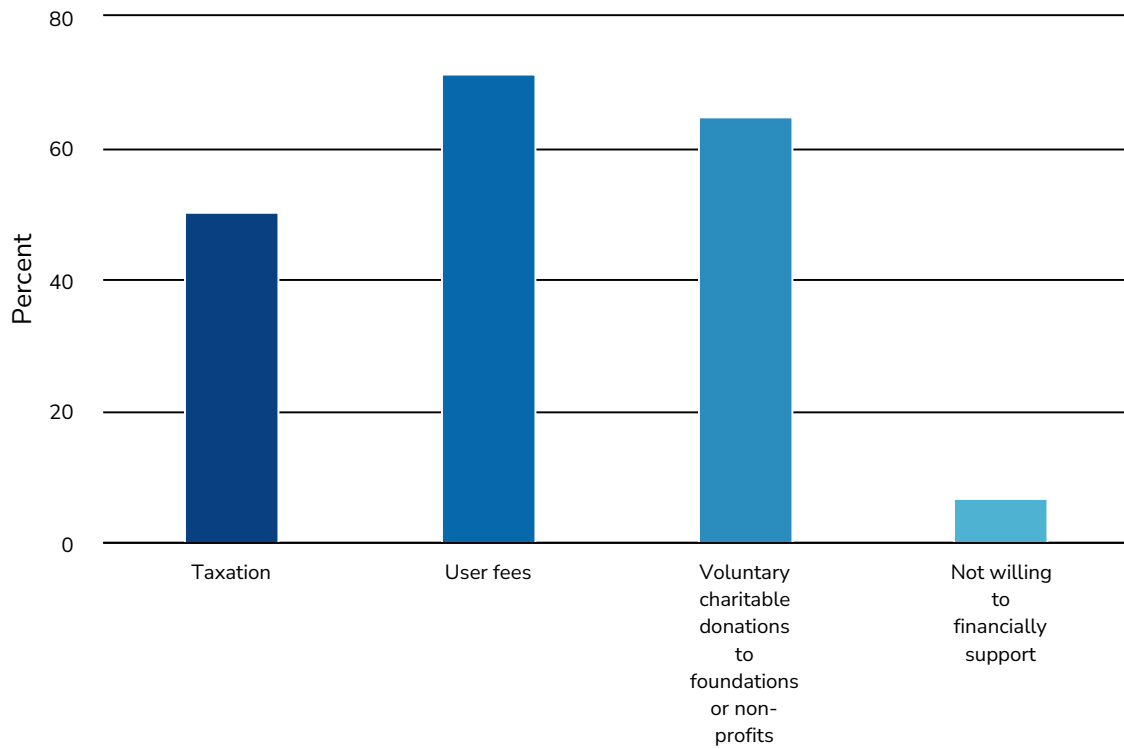
Other - Write In	Count
car break ins!!	1
distance from my home	1
incompatible ATV, OHV motorized, noisy recreationists	1
lack of parking at Day Drive and 5th St trailheads for Sage Hills trails in Wenatchee	1
limited horse trailer access	1
little if any disabled parking. None for wheelchair lift van accessible	1
loud music	1
my wife's age 92 and disabled	1
none	1
not enough soccer fields	1
options are not promoted well	1
ownership/trespassing questions	1
poor dirt road conditions	1
poorly maintained access roads	1
restricted access for the type of recreation I want to experience	1
road maintenance	1
roads are too rough	1
too many ding dang tourists	1
too many motorized vehicles on the trails	1
we use foothills trails	1
Totals	147

4. Which public access and recreation resources are most important to add in Chelan County? These options are based on a variety of recent past surveys and planning documents in our region. Web: Drag each option to prioritize from most important to least important. Mobile: Click each option in order of priority and they will be numbered in order.

Item	Overall Rank	Rank Distribution	Score	No. of Rankings
Developed/managed access points and trailheads for public lands	1		8,328	837
Public water access to rivers in Chelan County	2		8,107	824
Multi-modal pathways connecting communities in Chelan County	3		7,884	791
Public water access to Lake Chelan	4		7,454	788
Native-surface trails in non-wilderness open lands/space	5		6,638	733
Developed campgrounds	6		5,590	700
Opportunities for Mountain bike skills park	7		5,234	698
Developed parks with high levels of day-use amenities	8		5,108	639
Opportunities for ORVs	9		5,025	709
Whitewater park on the Wenatchee River	10		4,605	646
Sports courts or active recreation areas	11		4,421	628
Athletic fields for soccer or baseball	12		3,751	599
Opportunities for winter motorized recreation	13		3,741	623

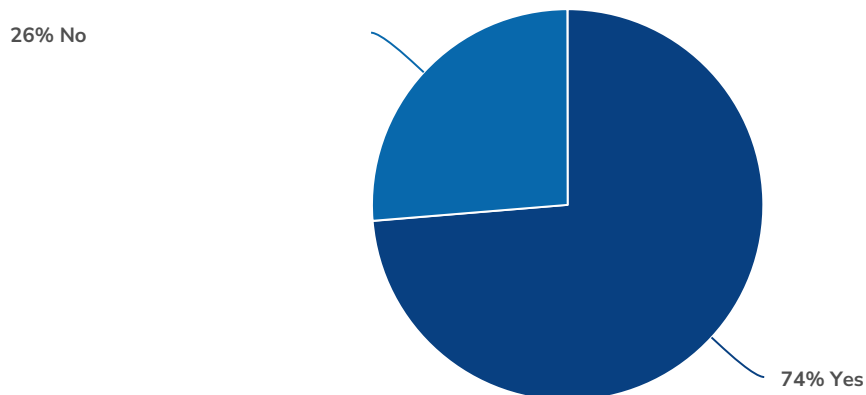


5. It requires funding to improve amenities, provide better access to outdoor recreation, and support the operations and maintenances of these amenities. How would you be willing to fund improvements? Select all that apply.



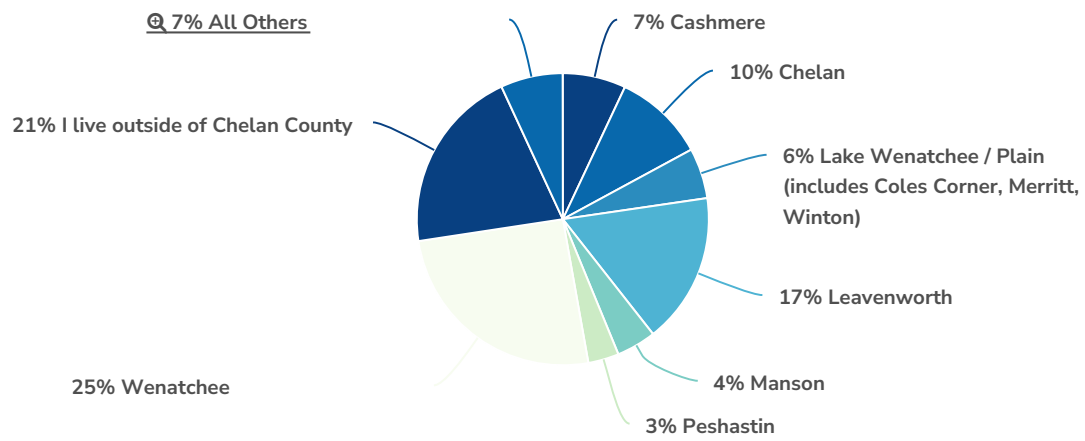
Value	Percent	Responses
Taxation	50.5%	615
User fees	71.3%	869
Voluntary charitable donations to foundations or non-profits	64.8%	789
Not willing to financially support	6.8%	83

6. Would you support increased maintenance, access, and amenities in currently unmanaged areas, even if that meant increased oversight and use guidelines?



Value	Percent	Responses
Yes	73.7%	890
No	26.3%	318
		Totals: 1,208

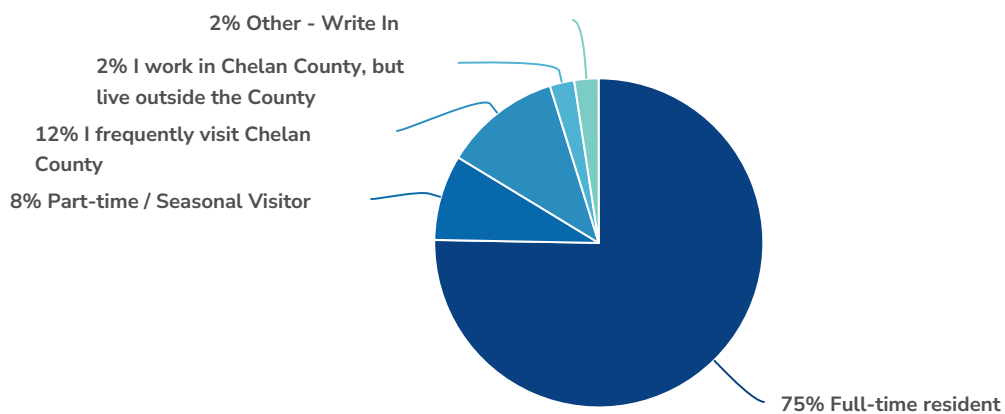
7. Where do you live?



Value	Percent	Responses
Cashmere	7.0%	78
Chelan	10.1%	112
Chelan Falls	0.2%	2
Dryden	0.6%	7
Entiat / Ardenvoir	1.1%	12
Lake Wenatchee / Plain (includes Coles Corner, Merritt, Winton)	5.6%	62
Leavenworth	16.7%	186
Malaga	1.4%	16
Manson	4.4%	49
Monitor	0.4%	4
Peshastin	3.4%	38
Sunnyslope	2.2%	24
Upper Lake Chelan (Holden Village, Lucerne, Stehekin)	0.3%	3
Wenatchee	25.4%	282
Wenatchee Heights	0.7%	8
I live outside of Chelan County	20.5%	228

Totals: 1,111

8. What best describes your connection to Chelan County?



Value	Percent	Responses
Full-time resident	75.3%	856
Part-time / Seasonal Visitor	8.4%	96
I frequently visit Chelan County	11.5%	131
I work in Chelan County, but live outside the County	2.4%	27
Other - Write In	2.4%	27

Totals: 1,137

Other - Write In	Count
Born and raised here. Live in East Wenatchee part time	1
Born and raised in Wenatchee but decided to leave because of what it's becoming	1
Clark, County	1
Totals	27

Other - Write In	Count
Douglas county resident	1
Family owns a condo near Lake Wenatchee	1
Family roots	1
Former Chelan County resident; Recreational user of Chelan County	1
Former resident	1
Grew up in Leavenworth	1
I have lived in Chelan Co in the past	1
I live in East Wenatchee	1
I live in East Wenatchee.	1
I occasionally visit Chelan County, sometimes for work and sometimes for recreation	1
I own land in Chelan	1
I would love to come ride dirt bikes in your county. Please add more ORV access!	1
Let be in Douglas	1
Live in Douglas county but it is just across the river	1
Live in East Wenatchee	1
Live in East Wenatchee.... Recreate in Chelan County....	1
Live in East Wenatchee.... recreate in Chelan Co.	1
Live in Spokane	1
Orondo	1
River Guide During the summer. The dryden dam kills people and a whitewater park would greatly benefit all residents with a desire to recreate on the river in a safe space.	1
Single track and dual sport motorcycle	1
Vacation	1
Totals	27

Other - Write In**Count**

Visit a time or two per year to ride dirt bikes.

1

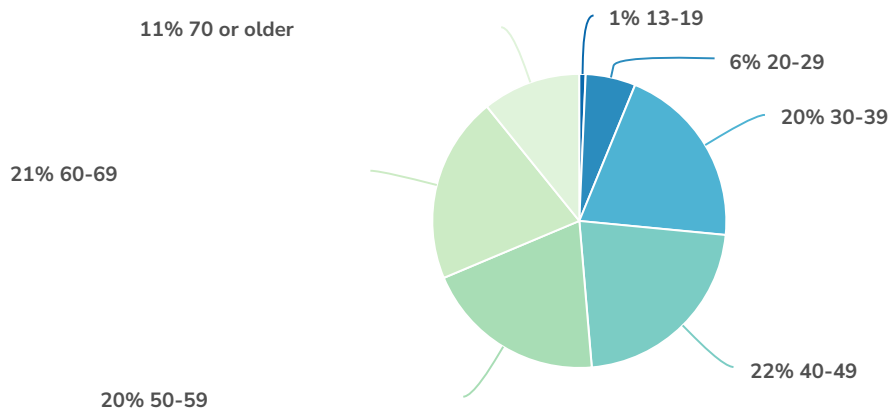
Visitor to the area

1

Totals

27

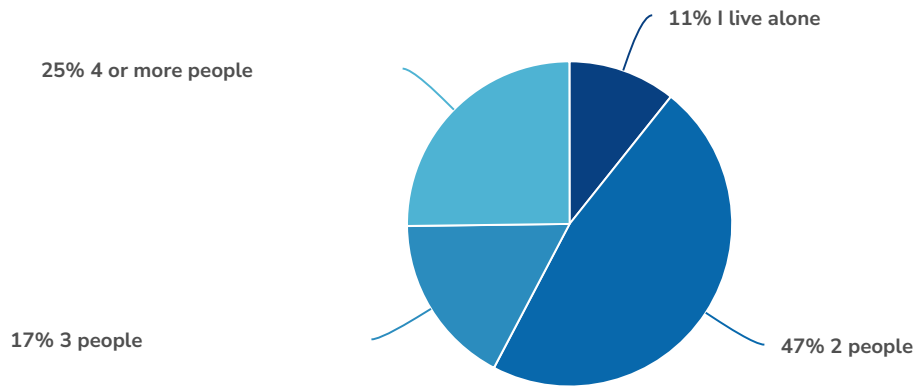
9. What is your age range?



Value	Percent	Responses
13-19	0.7%	8
20-29	5.5%	63
30-39	20.3%	231
40-49	22.1%	252
50-59	20.0%	228
60-69	20.5%	234
70 or older	10.8%	123

Totals: 1,139

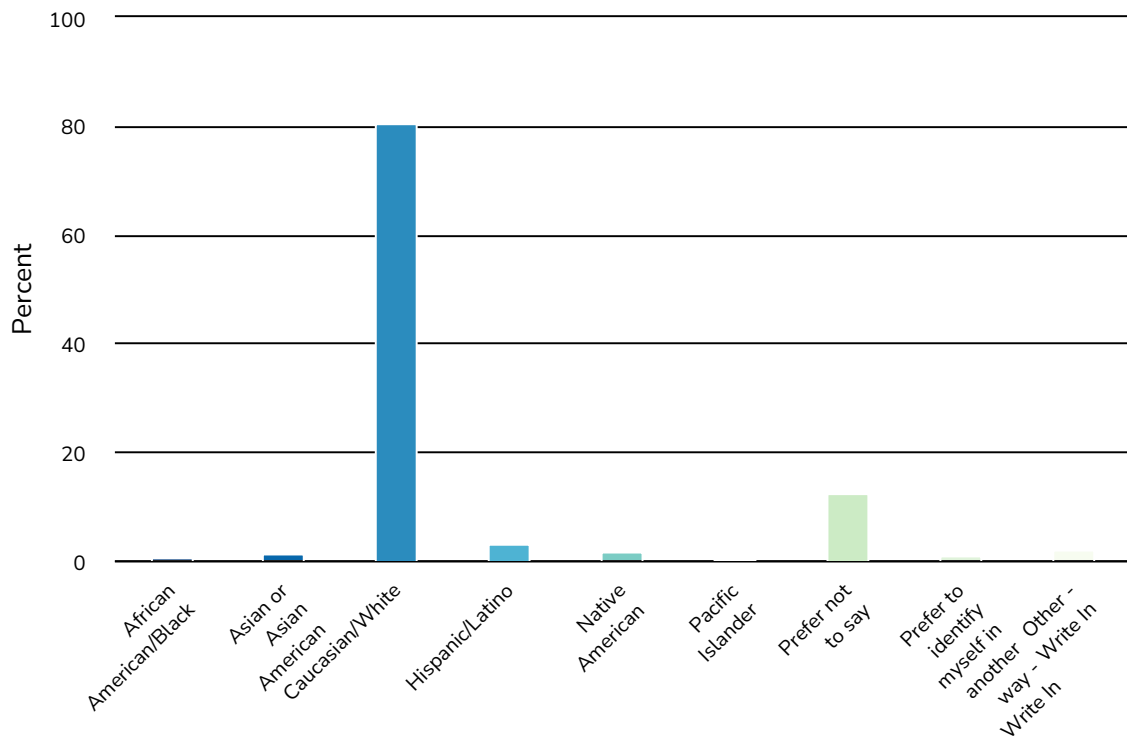
10. What is your household size, including yourself?



Value	Percent	Responses
I live alone	10.7%	122
2 people	47.0%	535
3 people	17.1%	195
4 or more people	25.2%	287

Totals: 1,139

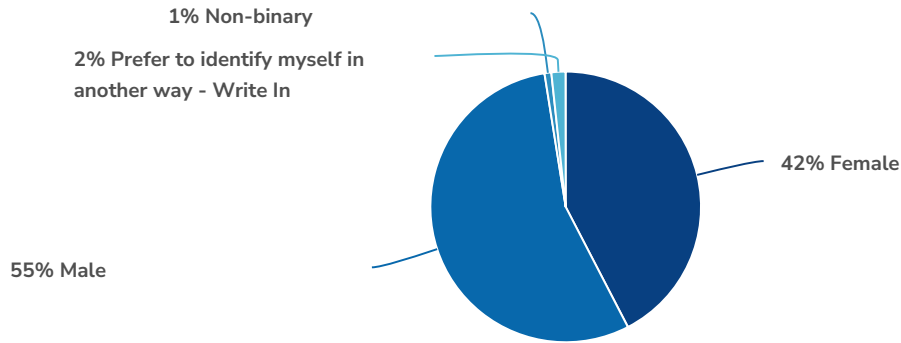
11. What ethnic or racial group do you identify with? Select all that apply.



Value	Percent	Responses
African American/Black	0.8%	9
Asian or Asian American	1.3%	15
Caucasian/White	80.6%	913
Hispanic/Latino	3.2%	36
Native American	1.9%	22
Pacific Islander	0.3%	3
Prefer not to say	12.5%	142
Prefer to identify myself in another way - Write In	1.1%	13
Other - Write In	2.3%	26

Other - Write In	Count
American	4
AMERICAN!!!!	1
Alaska native, Blackfeet, whote	1
American	1
Ass hole	1
Dose it really matter? I don't think so.	1
Euro-American	1
European	1
European American	1
Human	1
I'm the bad kind on your liberal scum dei bullshit requirements.	1
If the government isn't racist you should not ask this question.	1
Irish	1
N/A	1
Non of your buisnesd	1
Other	1
Swedish American	1
eastern european	1
human	1
mixed	1
multiple ethnic groups	1
Totals	24

12. How do you identify your gender?

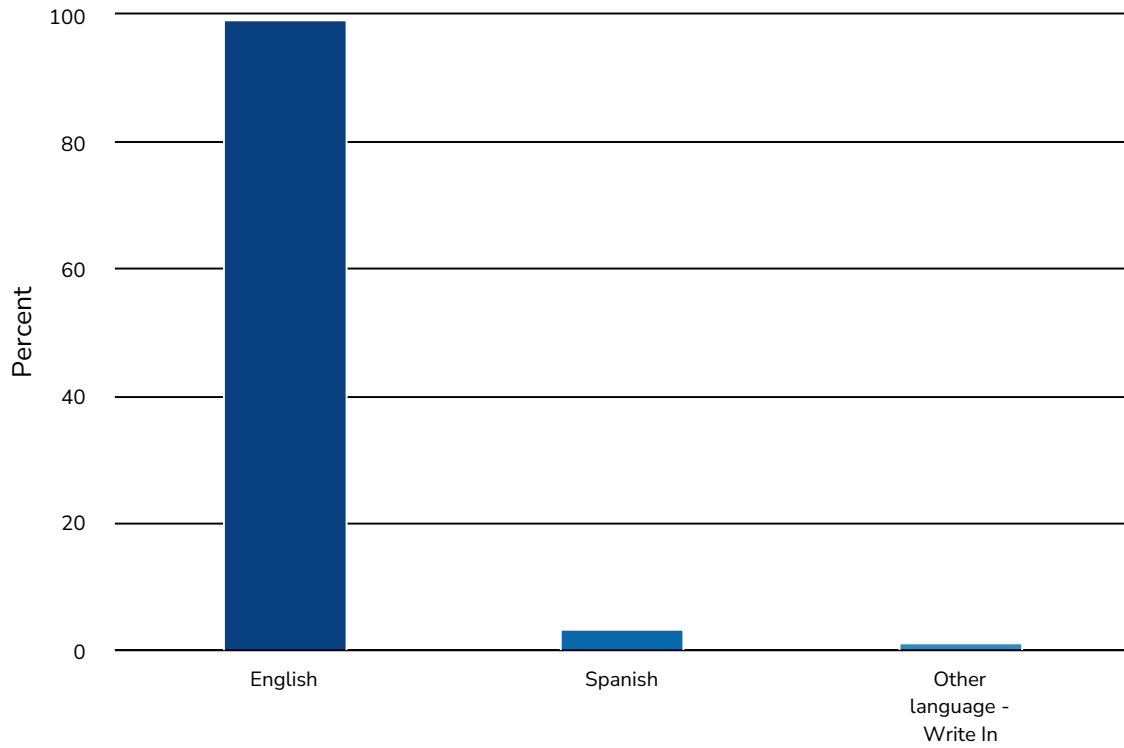


Value	Percent	Responses
Female	42.4%	478
Male	55.1%	622
Non-binary	0.8%	9
Prefer to identify myself in another way - Write In	1.7%	19

Totals: 1,128

Prefer to identify myself in another way - Write In	Count
human	2
Bull shit question	1
Cos gender female	1
Decline to answer	1
N/A	1
NA	1
Not important	1
They are only two mother fucking genders you god damned idiots. This shit is so fucking stupid. Put the mentally ill in an institution and be done with this waste of time gender bullshit. For fuck sake. It has no bearing on anything. Attention seeks pieces of useless shit.	1
This is not relevant	1
Wow even Chelan county is woke... Might be time to move.	1
not important to the question	1
Totals	12

13. What languages are most often spoken in your home? Select all that apply.



Value	Percent	Responses
English	99.3%	1,127
Spanish	3.3%	38
Other language - Write In	1.3%	15

Other language - Write In	Count
German	2
Russian	2
Brazilian Portuguese	1
French	1
Hebrew	1
Irish	1
N/A	1
Sign language. Guess which finger I'm holding up now?	1
Swahili	1
Thai	1
Totals	12

D - SEPA Non-Project Form



SCJ ALLIANCE
CONSULTING SERVICES

SEPA¹ Environmental Checklist

Purpose of checklist

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization, or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. **You may use “not applicable” or “does not apply” only when you can explain why it does not apply and not when the answer is unknown.** You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to **all parts of your proposal**, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for lead agencies

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B, plus the Supplemental Sheet for Nonproject Actions (Part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in “Part B: Environmental Elements” that do not contribute meaningfully to the analysis of the proposal.

¹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/Checklist-guidance>

A. Background

[Find help answering background questions](#)²

1. Name of proposed project, if applicable:

Update the recreational element of the County's Comprehensive Plan to align with RCW 36.70A.140 and the required elements outlined in the Washington State Recreation & Conservation Office Manual 2 – Planning Guidelines (January 2024).

2. Name of applicant:

Chelan County

3. Address and phone number of applicant and contact person:

Mike Kaputa, Director Chelan County Department of Natural Resources (applicant)
Erin McKay, Senior Natural Resource Specialist (contact person)
411 Washington St. Suite 201 Wenatchee WA 98801
(509) 667-6533
erin.mckay@co.chelan.wa.us

4. Date checklist prepared:

April 30, 2024

5. Agency requesting checklist:

Washington Department of Ecology

6. Proposed timing of schedule (including phasing, if applicable):

This non-project review is being submitted to the public for review late-April with an expected action/adoption date in June, 2024.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

This plan includes a list of potential Capital Improvement Projects related to recreation and outdoor access infrastructure within Chelan County. However, this list is a suggested prioritization of these projects, and each project proposed for implementation will undergo project-specific SEPA review. This checklist pertains only to the non-project proposal of adopting the plan itself.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

No environmental information has been prepared directly related to this proposal, as it is a non-project action with no environmental impacts associated. The following existing plans/documents were referenced during development of this plan update:

² <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-A-Background>

Chelan County Public Works	2022	Inventory Data	Recreation Access Inventory and Assessment	Chelan County	N/A	Inventory & analysis of the distinct recreation access sites that are currently within a Chelan County road ROW. Many sites are used for river access, and some for authorized or unauthorized trail systems. Overall, recommendations focus on creating parking space & trailheads in a formalized way on land adjacent to current ROW informal use.
TREAD	2023	Survey Data	Central Washington Outdoor Recreation Survey	Chelan and Douglas Counties	N/A	Survey respondents (nearly all residents) identify Wenatchee Mtns in southeastern Chelan County as the place they visit most for outdoor recreation, followed by Alpine Lakes area, Lake Wenatchee Area, and the 'Canyons' area north of Hwy 2 between Leavenworth and Wenatchee. Top desires: More trails, but especially paved pathways between communities; maintenance of existing trails & access infrastructure; improved access points (trailheads).
Chelan Douglas Regional Port Authority	2023	Survey & Inventory Data	Regional Sports Complex Feasibility Study: Phase 1 Findings	Chelan and Douglas Counties	N/A	Study indicates population growth trends, including relatively significant 25% increase in population under 40 by 2050. Survey & inventory focused on sports fields and aquatic resources, but several mentions of pathways as a method of safe transportation to reach a regional sports facility.
Visit Chelan County	2023	Survey Data	Destination Master Plan	Chelan County	Respondents : 86.9% Caucasian	Resident survey key findings: 1) Visitor impact at high use locations is a significant issue, and visitor impact management strategies are needed; 2) Outdoor recreation is a primary driver of visitation, and there is a need to strengthen collaboration among the outdoor industry and tourism; 3) Mobility, access, and connectivity are significant challenges across the county, and transportation solutions are needed; 4) Sports facilities and infrastructure is needed to support recreation and events.
City of Wenatchee	2023	Planning Document Informed by Public Input	Parks, Recreation, and Open Space (PROS) Plan	Greater City of Wenatchee area	--	Public survey section notes that top two outstanding capital projects from previous planning that had highest community support were: constructing more trails and acquiring more property for open space and habitat.

City of Cashmere	2023	Planning Document Informed by Public Input	Cashmere Parks, Recreation, and Open Space (PROS) Plan	City of Cashmere	Respondents : 10% self-identified Latino	Focus on urban parks and trails, but specifically calls out trail connections in unincorporated county, as well as the formation of a City trails committee to achieve this goal. Goal 4. Connectivity: Provide an interconnected network of multi-use trails, walkways, and bikeways connecting city and regional destinations.
Trust for Public Land	2016 & present	Vision Document Informed by Public Input	Upper Wenatchee Community Lands Plan	Upper Wenatchee River Watershed: Cashmere/Mission Cr, Blewett/Peshastin, Leavenworth, Chumstick	--	2016 plan was developed to anticipate long-range planning for the 38,000 acres of private commercial timberlands owned in Chelan County. This plan is currently being updated as the landowner has changed, and real timelines associated with a phased option to acquire the lands are in play.
Chelan County Natural Resource Dept./ City of Leavenworth	2023-2024	Planning Document Informed by Public Input	River Recreation Management Plan for the Wenatchee River & Icicle Creek Near Leavenworth	Portion of Wenatchee River near Leavenworth, incl. lower reaches of Icicle Creek	--	Report based on user data and public input collected in 2020 and 2023. Managing heavily used river access sites in the study area is challenging due to multiple jurisdictions and inadequate amenities (incl. parking). Report suggests staffing specifically for managing river recreation, and also establishing a user registration fee system to fund staffing. Chelan County needs to consider how to build this into current public engagement process.
City of Wenatchee	2023 & present	Planning Document	Reimagine Wenatchee Master Plan	Portion of Downtown Wenatchee & Columbia Waterfront	Unknown as of yet	Only discovery phase has been completed, results linked. Process may affect management of and scope of recreation resources provided along Loop Trail/waterfront in downtown area.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

There are no known pending governmental approvals of other proposals directly affecting Chelan County.

10. List any government approvals or permits that will be needed for your proposal, if known.

The Plan Update will have final approval from the Board of County Commissioners to complete the adoption process, which will involve a public hearing with the Board. The proposal also requires a 60-day review period by the WA State Department of Commerce prior to full adoption.

Dependent on the eventual unspecified project determinations, other county, state, and federal agencies will need to review the specific plans to determine if local jurisdictions will need additional review to adopt plans or ordinances for implementation or require new or revised ordinances or revisions to necessitate the desired changes.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

RCW 36.70A.140 mandates that local jurisdictions, such as Chelan County, must plan for and accommodate growth through the adoption of comprehensive plans. These plans must address various elements, including land use, housing, transportation, and parks and recreation. Specifically, RCW 36.70A.140(3) outlines the requirements for a Capital Facilities Plan that consists of:

- An inventory of existing capital facilities owned by public entities, including green infrastructure, showing the locations and capacities of the capital facilities.
- The Parks and Recreation element, RCW 36.70A.140(8), further describes that the plan shall include:
 - ⇒ Estimates of park and recreation demand for at least a ten-year period;
 - ⇒ an evaluation of facilities and service needs; and
 - ⇒ an evaluation of intergovernmental coordination opportunities to provide regional approaches for meeting park and recreational demand.
 - ⇒ Estimates of park and recreation demand for at least a ten-year period;
 - ⇒ an evaluation of facilities and service needs;
 - ⇒ an evaluation of intergovernmental coordination opportunities to provide regional approaches for meeting park and recreational demand.

This update to the Recreation Element of the Chelan County Comprehensive Plan maintains a 7-year cycle to maintain accurate inventory of recreational assets and update the needs assessment, goals and objectives, and priorities around recreation in Chelan County, as well as maintain grant eligibility through the WA State Recreation and Conservation Office. This plan update includes the following, 1) An inventory of existing outdoor recreational facilities and resources, 2) Detailed public involvement to gauge resident desires and expectations, helping define the County's desired quality of life for recreation, 3) An evaluation of intergovernmental coordination to ensure cohesive recreational development across

Chelan County, and, 4) A Capital Improvement Program (CIP) addressing forecasted recreational needs over the next 6-10 years.

The objectives of the plan are to identify intergovernmental partnering options to jointly improve County residents' access to outdoor recreation based on the following prioritized objectives identified in the public engagement plan, 1) improving developed/managed access points and trailheads for public lands, 2) improving public water access to rivers in Chelan County, 3) developing multi-modal pathways connecting communities in the County, 4) improving/adding public water access to Lake Chelan, 5) developing native-surface trails in non-wilderness open spaces, 6) determine options for a mountain bike skill park, 7) develop more opportunities for ORVS, 8) continue to determine options for a whitewater park on the Wenatchee River, 9) identify opportunities to increase access to sports courts or other active recreation areas, and, 10) develop more opportunities for winter motorized recreation.

Public involvement for the plan update centered around a Needs & Assessment Survey that ran from late Jan through the end of March, during which two public workshops were hosted, one in City of Chelan and the other in Wenatchee. Together, the number of respondents who took the survey or participated in the in-person workshops resulted in over 1,300 surveys and almost 50 in-person attendees.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The non-project action will apply countywide to all areas designated under jurisdiction of the Chelan County's Comprehensive Plan. This includes all County-owned public lands, but may include other County, State, and Federal lands upon which County and NGO-supported outdoor recreation occurs. See attached map.



B.Environmental Elements

1. Earth

[Find help answering earth questions](#)³

a. General description of the site:

The non-project action will apply countywide to all areas designated under jurisdiction of the Chelan County's Comprehensive Plan. This includes all County-owned public lands, but may include other County, State, and Federal lands upon which County and NGO-supported outdoor recreation occurs.

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

The affected geographic area includes flat, rolling, hilly, steep slopes, and mountainous terrain.

b. What is the steepest slope on the site (approximate percent slope)?

Wide variety of slope angles present in Chelan County proposal area.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Wide variety of soil types present in Chelan County proposal area.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

There are unstable slopes present in the Chelan County proposal area. However, this plan is a non-project action and therefore will not affect slope stability.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Not Applicable, no action proposed.

f. Could erosion occur because of clearing, construction, or use? If so, generally describe.

Not Applicable, no action proposed.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Not Applicable, no action proposed.

³ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-earth>

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any.

Not Applicable, no action proposed.

2. Air

[Find help answering air questions](#)⁴

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Not Applicable, no action proposed.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

Not Applicable, no action proposed.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Not Applicable, no action proposed.

3. Water

[Find help answering water questions](#)⁵

a. Surface:

[Find help answering surface water questions](#)⁶

1. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

The area within the project boundary contains rivers, streams, wetlands, lakes, and ponds.

⁴ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-Air>

⁵ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water>

⁶ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Surface-water>

2. **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

Not Applicable, no action proposed.

3. **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

Not Applicable, no action proposed.

4. **Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.**

Not Applicable, no action proposed.

5. **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

Not Applicable, no action proposed.

6. **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

Not applicable, no action proposed.

b. Ground:

[Find help answering ground water questions](https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Groundwater)⁷

1. **Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known.**

Not Applicable, no action proposed.

2. **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

Not Applicable, no action proposed.

⁷ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-3-Water/Environmental-elements-Groundwater>

c. Water Runoff (including stormwater):

- 1. Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

Not Applicable, no action proposed.

- 2. Could waste materials enter ground or surface waters? If so, generally describe.**

Not Applicable, no action proposed.

- 3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.**

Not applicable, no action proposed.

- d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:**

Not Applicable, no action proposed.

4. Plants

[Find help answering plants questions](#)

- a. Check the types of vegetation found on the site:**

deciduous tree: alder, maple, aspen, other

evergreen tree: fir, cedar, pine, other

shrubs

grass

pasture

crop or grain

orchards, vineyards, or other permanent crops.

wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

water plants: water lily, eelgrass, milfoil, other

other types of vegetation

- b. What kind and amount of vegetation will be removed or altered?**

Not Applicable, no action proposed.

- c. List threatened and endangered species known to be on or near the site.**

Not Applicable, no action proposed.

- d. **Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.**

Not Applicable, no action proposed.

- e. **List all noxious weeds and invasive species known to be on or near the site.**

Not Applicable, no action proposed.

5. Animals

[Find help answering animal questions](#)⁸

- a. **List any birds and other animals that have been observed on or near the site or are known to be on or near the site.**

Examples include:

- **Birds:** hawk, heron, eagle, songbirds, other:
- **Mammals:** deer, bear, elk, beaver, other:
- **Fish:** bass, salmon, trout, herring, shellfish, other:

No applicable, no action proposed.

- b. **List any threatened and endangered species known to be on or near the site.**

Not applicable, no action proposed.

- c. **Is the site part of a migration route? If so, explain.**

Not Applicable, no action proposed.

- d. **Proposed measures to preserve or enhance wildlife, if any.**

Not Applicable, no action proposed.

- e. **List any invasive animal species known to be on or near the site.**

Not Applicable, no action proposed.

6. Energy and natural resources

[Find help answering energy and natural resource questions](#)⁹

- a. **What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.**

Not Applicable, no action proposed.

⁸ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-5-Animals>

⁹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-6-Energy-natural-resou>

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

Not applicable, no action proposed.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.**

Not Applicable, no action proposed.

7. Environmental health

[Health Find help with answering environmental health questions](https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-7-Environmental-health)¹⁰

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.**

No

- 1. Describe any known or possible contamination at the site from present or past uses.**

Not Applicable, no action proposed.

- 2. Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

Not Applicable, no action proposed.

- 3. Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

Not Applicable, no action proposed.

- 4. Describe special emergency services that might be required.**

Not Applicable, no action proposed.

- 5. Proposed measures to reduce or control environmental health hazards, if any.**

Not Applicable, no action proposed.

b. Noise

- 1. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

Not Applicable, no action proposed.

¹⁰ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-7-Environmental-health>

- 2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?**

Not Applicable, no action proposed.

- 3. Proposed measures to reduce or control noise impacts, if any:**

Not Applicable, no action proposed.

8. Land and shoreline use

[Find help answering land and shoreline use questions](#)¹¹

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.**

Not Applicable, no action proposed.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?**

Not Applicable, no action proposed.

- 1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?**

Not Applicable, no action proposed.

- c. Describe any structures on the site.**

Not Applicable, no action proposed.

- d. Will any structures be demolished? If so, what?**

Not Applicable, no action proposed.

- e. What is the current zoning classification of the site?**

Not Applicable, no action proposed.

- f. What is the current comprehensive plan designation of the site?**

Not Applicable, no action proposed.

- g. If applicable, what is the current shoreline master program designation of the site?**

Not Applicable, no action proposed.

¹¹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-8-Land-shoreline-use>

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.**

Not Applicable, no action proposed.

- i. Approximately how many people would reside or work in the completed project?**

Not Applicable, no action proposed.

- j. Approximately how many people would the completed project displace?**

Not Applicable, no action proposed.

- k. Proposed measures to avoid or reduce displacement impacts, if any.**

Not Applicable, no action proposed.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.**

Not Applicable, no action proposed.

- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:**

Not Applicable, no action proposed.

9. Housing

[Find help answering housing questions](#)¹²

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

Not Applicable, no action proposed.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

Not Applicable, no action proposed.

- c. Proposed measures to reduce or control housing impacts, if any:**

Not Applicable, no action proposed.

10. Aesthetics

[Find help answering aesthetics questions](#)¹³

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

Not Applicable, no action proposed.

- b. What views in the immediate vicinity would be altered or obstructed?**

¹² <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-9-Housing>

¹³ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-10-Aesthetics>

Not Applicable, no action proposed.

c. Proposed measures to reduce or control aesthetic impacts, if any:

Not Applicable, no action proposed.

11. Light and glare

[Find help answering light and glare questions](#)¹⁴

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Not Applicable, no action proposed.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

Not Applicable, no action proposed.

c. What existing off-site sources of light or glare may affect your proposal?

Not Applicable, no action proposed.

d. Proposed measures to reduce or control light and glare impacts, if any:

Not Applicable, no action proposed.

12. Recreation

[Find help answering recreation questions](#)

a. What designated and informal recreational opportunities are in the immediate vicinity?

Not Applicable, no action proposed.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No, no action proposed.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Not Applicable, no action proposed.

13. Historic and cultural preservation

[Find help answering historic and cultural preservation questions](#)¹⁵

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

Not Applicable, no action proposed.

¹⁴ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-11-Light-glare>

¹⁵ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-13-Historic-cultural-p>

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**

Not Applicable, no action proposed.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

Not Applicable, no action proposed.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

Not Applicable, no action proposed.

14. Transportation

[Find help with answering transportation questions](#)¹⁶

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

Not Applicable, no action proposed.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

Not Applicable, no action proposed.

- c. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

Not Applicable, no action proposed.

- d. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

Not Applicable, no action proposed.

- e. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?**

¹⁶ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-B-Environmental-elements/Environmental-elements-14-Transportation>

Not Applicable, no action proposed.

- f. Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

Not Applicable, no action proposed.

- g. Proposed measures to reduce or control transportation impacts, if any:**

Not Applicable, no action proposed.

15. Public services

[Find help answering public service questions¹⁷](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

Not Applicable, no action proposed.

- b. Proposed measures to reduce or control direct impacts on public services, if any.**

Not Applicable, no action proposed.

16. Utilities

[Find help answering utilities questions¹⁸](#)

- a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:**

Not Applicable, no action proposed.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.**

Not Applicable, no action proposed.

C. Signature

[Find help about who should sign¹⁹](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

¹⁷ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-15-public-services>

¹⁸ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-b-environmental-elements/environmental-elements-16-utilities>

¹⁹ <https://ecology.wa.gov/Regulations-Permits/SEPA/Environmental-review/SEPA-guidance/SEPA-checklist-guidance/SEPA-Checklist-Section-C-Signature>

X

Type name of signee:

Position and agency/organization:

Date submitted:

D. Supplemental sheet for nonproject actions

[Find help for the nonproject actions worksheet²⁰](#)

Do not use this section for project actions.

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Does Not Apply. Actual projects emanating from the CIP will be subject to individual SEPA review.

- **Proposed measures to avoid or reduce such increases are:**

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Does Not Apply. Actual projects emanating from the CIP will be subject to individual SEPA review.

- **Proposed measures to protect or conserve plants, animals, fish, or marine life are:**

3. How would the proposal be likely to deplete energy or natural resources?

Does Not Apply. Actual projects emanating from the CIP will be subject to individual SEPA review.

²⁰ <https://ecology.wa.gov/regulations-permits/sepa/environmental-review/sepa-guidance/sepa-checklist-guidance/sepa-checklist-section-d-non-project-actions>

- **Proposed measures to protect or conserve energy and natural resources are:**

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Does Not Apply. Actual projects emanating from the CIP will be subject to individual SEPA review.

- **Proposed measures to protect such resources or to avoid or reduce impacts are:**

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Does Not Apply. Actual projects emanating from the CIP will be subject to individual SEPA review.

- **Proposed measures to avoid or reduce shoreline and land use impacts are:**

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Does Not Apply. Actual projects emanating from the CIP will be subject to individual SEPA review.

- **Proposed measures to reduce or respond to such demand(s) are:**

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

Does Not Apply. Actual projects emanating from the CIP will be subject to individual SEPA review.



CHELAN COUNTY

Department of Community Development
316 Washington Street, Suite 301, Wenatchee, WA 98801
Telephone: (509) 667-6225 Fax: (509) 667-6475

SEPA NOTICE ISSUANCE OF DETERMINATION OF NON-SIGNIFICANCE (DNS)

Date of issuance: April 24, 2024
Lead Agency: Chelan County Department of Community Development
Agency Contact: Deanna Walter, Community Development Director
DeannaC.Walter@CO.CHELAN.WA.US
(509) 667-6225
File Number CPA 24-145

Project Description: Chelan County Natural Resource Department proposes an amendment to the 2017 Chelan County Comprehensive Plan Recreation Element. The amendment incorporates updates in response to changes in demographics and recreation inventory as well as in response to robust community outreach to garner input on desired opportunities and community priorities. The Comprehensive Plan Recreation Element was last updated in 2017. The Washington State Recreation and Conservation Office (RCO) requires Comprehensive Plan updates every 7 years to maintain eligibility for submitting RCO grant proposals. This eligibility is important from a funding standpoint, but the update also ensures that community priorities around Parks and Recreation stay up-to-date and proposed Capital Improvement Projects stay current and relevant. This 2024 update meets both RCO requirements and County Parks and Recreation objectives.

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030 (2) (c). The decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

This Determination is based on the following findings and conclusions:

This is a non-project action to update the recreational element of the County's Comprehensive Plan to align with RCW 36.70A.140 and the required elements outlined in the Washington State Recreation and Conservation Office Manual 2 – Planning Guidelines (January 2024). The update includes 1) An inventory of existing outdoor recreational facilities and resources, 2) Detailed public involvement to gauge resident desires and expectations, helping define the County's desired quality of life for recreation, 3) An evaluation of intergovernmental coordination to ensure cohesive recreational development across Chelan County, and, 4) A Capital Improvement Program (CIP) addressing forecasted recreational needs over the next 6-10 years. Actual projects emanating from the CIP will be subject to individual SEPA review.

This Determination of Non-Significance is issued under WAC 197-11-340(2), and the comment period will end at 5 PM on May 13, 2024

Responsible Official: Deanna Walter, Director / SEPA Responsible Official
Address: Chelan County Department of Community Development
316 Washington Street, Suite 301
Wenatchee, WA 98801
Phone: (509) 667-6225

Signature: Deanna Walter
Deanna Walter, SEPA Responsible Official

Date: 4/24/24

Jessica K. Thompson

From: CD Comment
Sent: Wednesday, April 3, 2024 2:02 PM
To: Jessica K. Thompson
Subject: FW: Comment on Draft Parks and Recreation Element

From: Residents Coalition of Chelan County <info@coalitionofchelancounty.org>
Sent: Saturday, March 23, 2024 9:26 AM
To: CD Comment <CD.Comment@CO.CHELAN.WA.US>
Cc: Deanna C. Walter <DeannaC.Walter@CO.CHELAN.WA.US>
Subject: Comment on Draft Parks and Recreation Element

External Email Warning! This email originated from outside of Chelan County.

Dear Planning Commissioners,

In reviewing the draft Parks and Recreation Element, we believe an omission needs to be brought to your attention. Pickleball is the fastest growing sport in the country and its mention appears nowhere in this document. The survey information did not include Pickleball. It would be advisable for the County to consider the addition of more Pickleball facilities in the small unincorporated communities including the Peshastin and Manson UGA's. The future of the sport is secure and Chelan County should not be left out. Hosting Pickleball events and having tourists come to our area for casual recreational play as well as sanctioned tournament events could be a positive addition to existing recreational activities. Residents as well can benefit from having more Pickleball facilities. We are happy to provide more data as well as referrals to community members who are engaged in growing the sport in Chelan County.

Sincerely,

Board of Directors
Residents Coalition of Chelan County (RC3)



CHELAN COUNTY PLANNING COMMISSION

District 1
Vicki Malloy
James W. Wiggs
Ryan Kelso

District 2
Cherie' Warren, Vice Chair
Mike Sines
Christopher Dye

District 3
Doug England
David Donovick
Jesse Redell, Chair

FILE NUMBER:	CPA 24-145 Recreation Element Update
APPLICANT:	Chelan County Community Development
60-DAY STATE AGENCY REVIEW:	Initiated: 04/11/2024
PUBLIC COMMENT:	Start 04/27/2024 – End 05/13/2024
SEPA DETERMINATION DATE:	DNS Issued on 04/24/2024
PLANNING COMMISSION PUBLIC HEARING DATE:	04/24/2024
Agency Comment	Residents Coalition of Chelan County (RC3)

PLANNING COMMISSION RECOMMENDATION:

Chelan County Natural Resource Department proposes an amendment to the 2017 Chelan County Comprehensive Plan Recreation Element. The amendment incorporates updates in response to changes in demographics and recreation inventory as well as in response to robust community outreach to garner input on desired opportunities and community priorities. The Comprehensive Plan Recreation Element was last updated in 2017. The Washington State Recreation and Conservation Office (RCO) requires Comprehensive Plan updates every 7 years to maintain eligibility for submitting RCO grant proposals. This eligibility is important from a funding standpoint, but the update also ensures that community priorities around Parks and Recreation stay up-to-date and proposed Capital Improvement Projects stay current and relevant. This 2024 update meets both RCO requirements and County Parks and Recreation objectives.

Motion to
2nd to motion
Vote

- VICKI MALLOY
- CHERIE WARREN
- YEA (All)



CHAIR
CHELAN COUNTY PLANNING COMMISSION



DATE

Attachments: Staff report with attachments

BOCC Agenda

May 20, 2024

11:30 P.M. Economic Services Director

Ron Cridlebaugh

Discussion

1. Executive Session – Real Estate
2. CPF For Affordable Housing Infrastructure
3. Departmental Update

Action

1. CPF Grant Acceptance



CHELAN COUNTY ECONOMIC SERVICES

400 DOUGLAS STREET, SUITE #201 WENATCHEE, WA 98801
T: 509.667.6883 | F: 509.667.6599

MEMO

TO: Board of Commissioners
FROM: Ron Criddlebaugh, Economic Services Director
DATE: May 13, 2024
RE: Federal Community Project Funds (CPF)

Request – Authorize Chelan County to Accept Federal CFP funds

Background – For the past few years Congress has accepted Community Project Funding request applications for Congressionally Directed Spending. Prior to this year those funds could be awarded directly to municipality or a nonprofit. For the 2025 fiscal year awards, Congress has decided to only award funds to municipal governments. The Government can then contract with the non-profit to fund the project that was selected to receive the CPF.

The County has been contacted by staff from the 8th Congressional District requesting the County to be the grantee if the Chelan Valley Housing Trust's Andersen Rd project receives funding. This funding would be to extend utilities and roads needed for their permanently affordable housing project. If the project is awarded funding the County would contract with the Federal Government for the award and then contract with Chelan Valley House Trust for the project.

Staff Recommendation – Have Chelan County accept a CPF grant from the Federal Government.

Approved by Chelan County Commissioners

Kevin Overbay, Chairman

Date: _____

Chelan County Natural Resource Department
BOCC Agenda
May 20, 2024

Discussion

1. Guest Presentation: Jason Breidert, Colville Confederated Tribes, Peshastin Creek Rivermile 3.2 Property Acquisition
2. Amendment # 1 to agreement with Aqua Terra CRC for Nason Creek Rivermile 12 floodplain reconnection project cultural resource monitoring
3. Notice of award from US Bureau of Reclamation for Peshastin Creek Historic Channel and Floodplain Reconnection Design Project
4. Agreement for professional services with SCJ Alliance for Stehekin Community Plan
5. Application resolution for US Bureau of Reclamation WaterSMART Clear Creek Project Design grant application
6. Advertise and release bid documents for Lower Camas Meadows Restoration Project
7. Other

Action

1. Guest Presentation: Jason Breidert, Colville Confederated Tribes, Peshastin Creek Rivermile 3.2 Property Acquisition
2. Amendment # 1 to agreement with Aqua Terra CRC for Nason Creek Rivermile 12 floodplain reconnection project cultural resource monitoring
3. Notice of award from US Bureau of Reclamation for Peshastin Creek Historic Channel and Floodplain Reconnection Design Project
4. Agreement for professional services with SCJ Alliance for Stehekin Community Plan
5. Application resolution for US Bureau of Reclamation WaterSMART Clear Creek Project Design grant application
6. Advertise and release bid documents for Lower Camas Meadows Restoration Project

Task Order # 2&3 Amendment #1

Amendment # 1		Organization	Chelan County Natural Resource Department
Original Agreement Date	01-29-2024	Contact	Scott Bailey
Completion Date	07-30-2024	Max Payable	17639.02
Project Title: Cultural Resource Services for the Nason Creek Flood Plain Reconnection RM 12 Project Chelan County, Washington			
Description of Work: Completing additional cultural resource monitoring as requested by RCO for the project, work and results to be added into the final cultural resource assessment			

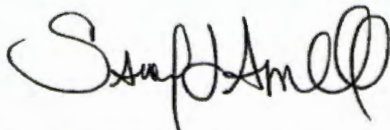
Aqua Terra Cultural Resource Consultants desires to amend Task Order #2 and 3 entered into with Chelan County Natural Resource Department. All provisions in the basic agreement remain in effect as expressly modified by this supplement. The changes to the agreement are described as follows:

- I. SCOPE OF WORK, is hereby changed to read:
In addition to the original scope of work which has been completed, this amendment provides for the preparation of additional cultural resource monitoring work as requested by RCO, up to one day of monitoring will occur. Additions to the cultural resource assessment will be made to incorporate the results of the monitoring and any mapping and/or PM needed.
- II. PERIOD OF PERFORMANCE, the completion date of the work establishes:
The agreement shall terminate on July 30, 2024.
- III. PAYMENT, shall be amended as follows:
Amendment 1 increases Aqua Terra Cultural Resource Consultants' budget by \$3169.34. The new maximum payable amount will, therefore, be \$17639.02.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed and instituted on the first date above written.

Aqua Terra Cultural Resource Consultants:

Organization Name:

Signature: 

Signature:

Printed Name: Sarah J Amell

Printed Name:

Title: Principal

Title:

Date of Execution:
April 29, 2024

Date of Execution:



Aqua Terra CRC Project No. CH_01_24	Project Name: Nason Creek RM12 Floodplain Reconnection Project
--	---

Task	Consulting Staff				Labor	Direct Expenses	Total Price	
	Project Manager	Senior Arch	Project Arch	CR Specialist	Total			
Task 1. CR Monitoring/ Fieldwork				12	\$1,200			
Task 2. Updated CR Assessment		2	2	6	\$1,100			
Task 3. Project Management	4				\$600			
Total hours	4	2	2	18	26			
Aqua Terra CRC billing rates	\$150	\$130	\$120	\$100				
Subtotals	\$600	\$260	\$240	\$1,800	\$2,900			
Direct Expenses								
523.05 Travel, Auto	402	miles p/day (.67 p/mile)	1 of days	1.00		\$269.34		
Direct expense subtotal						\$269.34	\$2,900.00	
Grand Total							\$3,169.34	

*The pricing in this document and any associated agreements are completely confidential between the parties and shall not be disclosed to anybody else. Any disclosure in violation shall be deemed a breach of the Agreement.

Aqua Terra can complete the work for a cost not-to-exceed (Original contract amount + Amendment amount = New Budget Total)

1. DATE ISSUED MM/DD/YYYY 05/15/2024

1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 15.507 - WaterSMART (Sustain and Manage America's Resources for Tomorrow)

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. R24AP00147-00
Originating MCA #

5. TYPE OF AWARD Other

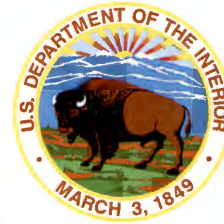
4a. FAIN R24AP00147

5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY
From 05/15/2024 Through 12/31/2026

7. BUDGET PERIOD MM/DD/YYYY
From 05/15/2024 Through 12/31/2026

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)
Section 1109 of Division FF of Public Law 116-260

8. TITLE OF PROJECT (OR PROGRAM)
Peshastin Creek historic channel and floodplain reconnection design project

9a. GRANTEE NAME AND ADDRESS
COUNTY OF, CHELAN
411 Washington St Ste 201
Wenatchee, WA, 98801-2854

9b. GRANTEE PROJECT DIRECTOR
Mr. Mike Kaputa
411 Washington Street, Suite 201
Wenatchee, WA, 98801-2854
Phone: 509-670-6935

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Mike Kaputa
411 WASHINGTON ST STE 201
WENATCHEE, WA, 98801-2854
Phone: 509-670-6935

10b. FEDERAL PROJECT OFFICER
Ms. Irene Hoiby
PO BOX 25007
Denver, CO, 80225-0007
Phone: 303-445-2025

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	—
II Total project costs including grant funds and all other financial participation	II
a. Salaries and Wages	70,640.00
b. Fringe Benefits	23,220.00
c. Total Personnel Costs	93,860.00
d. Equipment	0.00
e. Supplies	0.00
f. Travel	2,895.00
g. Construction	0.00
h. Other	0.00
i. Contractual	1,071,977.00
j. TOTAL DIRECT COSTS	\$ 1,168,732.00
k. INDIRECT COSTS	\$ 19,931.00
I. TOTAL APPROVED BUDGET	\$ 1,188,663.00
m. Federal Share	\$ 768,587.00
n. Non-Federal Share	\$ 420,076.00

12. AWARD COMPUTATION									
a. Amount of Federal Financial Assistance (from item 11m)	\$	768,587.00							
b. Less Unobligated Balance From Prior Budget Periods	\$	0.00							
c. Less Cumulative Prior Award(s) This Budget Period	\$	0.00							
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$	768,587.00							
13. Total Federal Funds Awarded to Date for Project Period		\$	768,587.00						
14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):									
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS						
a. 2	\$	d. 5	\$						
b. 3	\$	e. 6	\$						
c. 4	\$	f. 7	\$						
15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:									
<table border="0"> <tr> <td>a. DEDUCTION</td> <td rowspan="5" style="border: 1px solid black; text-align: center; vertical-align: middle; width: 40px;">e</td> </tr> <tr> <td>b. ADDITIONAL COSTS</td> </tr> <tr> <td>c. MATCHING</td> </tr> <tr> <td>d. OTHER RESEARCH (Add / Deduct Option)</td> </tr> <tr> <td>e. OTHER (See REMARKS)</td> </tr> </table>				a. DEDUCTION	e	b. ADDITIONAL COSTS	c. MATCHING	d. OTHER RESEARCH (Add / Deduct Option)	e. OTHER (See REMARKS)
a. DEDUCTION	e								
b. ADDITIONAL COSTS									
c. MATCHING									
d. OTHER RESEARCH (Add / Deduct Option)									
e. OTHER (See REMARKS)									
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:									
<table border="0"> <tr> <td>a. The grant program legislation</td> </tr> <tr> <td>b. The grant program regulations.</td> </tr> <tr> <td>c. This award notice including terms and conditions, if any, noted below under REMARKS.</td> </tr> <tr> <td>d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.</td> </tr> </table>				a. The grant program legislation	b. The grant program regulations.	c. This award notice including terms and conditions, if any, noted below under REMARKS.	d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.		
a. The grant program legislation									
b. The grant program regulations.									
c. This award notice including terms and conditions, if any, noted below under REMARKS.									
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.									
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.									

REMARKS (Other Terms and Conditions Attached - Yes No)
See next page

GRANTS MANAGEMENT OFFICIAL:

Edmund Weakland, Grants Management Specialist
Bureau of Reclamation Main Interior Building
84-27132, PO Box 25007
Denver, CO, 80225-1000
Phone: 303-445-3757

17. VENDOR CODE 0070124754		18a. UEI GQLWQNMFUJJ5	18b. DUNS 614835671	19. CONG. DIST. 08		
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051045254-00010	\$768,587.00	05/15/2024	12/31/2026	0680	R-DO-2023-003457 AERP Chelan County

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3	DATE ISSUED 05/15/2024
GRANT NO. R24AP00147-00	

REMARKS:

No Program Income is Allowed

Recipients are NOT required to sign the Notice of Award or any other award document. Recipients indicate their acceptance of an award, including award terms and conditions, by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in Reclamation taking one or more of the remedies and actions described in 2 CFR 200.339-343.

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 3	DATE ISSUED 05/15/2024
GRANT NO. R24AP00147-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
05/15/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	09/30/2026	Semi-Annual	10/30/2026
10/01/2026	12/31/2026	Final	04/30/2027

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
05/15/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	03/31/2025	Semi-Annual	04/30/2025
04/01/2025	09/30/2025	Semi-Annual	10/30/2025
10/01/2025	03/31/2026	Semi-Annual	04/30/2026
04/01/2026	09/30/2026	Semi-Annual	10/30/2026
10/01/2026	12/31/2026	Final	04/30/2027

AWARD ATTACHMENTS

COUNTY OF, CHELAN

R24AP00147-00

1. Agreement

UNITED STATES DEPARTMENT OF THE INTERIOR

ASSISTANCE AGREEMENT

R24AP00147

Between
Bureau of Reclamation
And
Chelan County
For

Peshastin Creek Historic Channel and Floodplain Reconnection Design Project

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I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Financial Assistance Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation (Reclamation) and *Chelan County* (Recipient), pursuant to Section 1109 of Division FF of Public Law (P.L.) 116-260 (33 United States Code [U.S.C.] 2330c), the Consolidated Appropriations Act 2021; Section 9504(a) of the Secure Water Act, Subtitle F of Title IX of the Omnibus Public Land Management Act of 2009, P.L. 111-11 (42 U.S.C. 10364); and Section 40907 (“Multi-Benefit Projects to Improve Watershed Health”) of the Bipartisan Infrastructure Law (BIL) (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58.

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

The Peshastin Creek Historic Channel and Floodplain Reconnection Design Project (Project) achieves the public purpose of the Authorities by improving of the health of fisheries, wildlife, and aquatic habitat through restoration and improved fish passage.

3. BACKGROUND AND OBJECTIVES

The U.S. Department of the Interior’s (Department) Aquatic Ecosystem Restoration Projects (AERP) provides a framework for Federal leadership and assistance to restore and protect aquatic ecosystems in support of the Department’s priorities. Through AERP, the Bureau of Reclamation (Reclamation) leverages Federal and non-Federal funding to work cooperatively with states, Tribes, and other entities as they study, design and construct aquatic ecosystem restoration projects that are collaboratively developed, have widespread regional benefits, and result in the improvement of the health of fisheries, wildlife, and aquatic habitat through restoration and improved fish passage.

Restoring and protecting aquatic ecosystems offers wide-ranging benefits for people and wildlife. Functioning aquatic ecosystems provide habitat for fish and wildlife, improve water quality, and store excess carbon, mitigate the impacts of drought and flood events, and support multiple water uses.

Chelan County will complete the study and design of a comprehensive restoration project to relocate and reconnect the Peshastin Creek channel with its historic floodplain and the build two highway bridges across the rerouted creek in Chelan County, Washington. Aquatic habitat within Peshastin Creek was severely degraded by the construction of State Route 97 in the 1950’s, which reduced and straightened the stream channel and disconnected it from the historic channel footprint and floodplain. The County will complete a hydrology and hydraulic assessment of existing and proposed conditions, perform an alternatives analysis seeking input from fish biologists, local landowners, and other stakeholders, and conduct a bridge study and risk analyses, to produce a 60% design package. The designs will include habitat enhancements along

the new constructed channel, which when constructed, will connect Peshastin Creek with 194 acres of floodplain, add up to 1.5 miles of high-quality habitat for ESA-listed steelhead, spring Chinook salmon, and bull trout, increase water storage, mitigate climate change impacts on the baseflow hydrograph, and provide numerous ecosystem benefits. The project was prioritized in the Wenatchee Watershed Management Plan and is supported by the Washington State Department of Transportation and Washington Department of Fish and Wildlife.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the issue date shown in block 1 of the United States of America, Department of the Interior, Notice of Award (NOA). The Agreement's project period (period of performance) shall remain in effect through the date shown in block 6 of the NOA and may only be changed through written amendment of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by a Reclamation GO. The total estimated project cost for this Agreement is \$1,188,662.00 and the total estimated amount of federal funding is \$768,587.00. The initial amount of federal funds available is limited to \$768,587.00. as indicated by "Amount of Financial Assistance This Action" within block 12 of the NOA.

5. SCOPE OF WORK AND MILESTONES

The Recipient shall complete the study and design of an aquatic ecosystem restoration project to reconnect Peshastin Creek to its historic channel and floodplain. The project will include the design of two bridges across Peshastin Creek on State Route 97 and improvements to the constructed channel that restore approximately 1.5 miles of steelhead, spring Chinook, and bull trout habitat. The latitude for the project area is 47°28'15.76" N, and the longitude is 120°39'12.03'.

The study and design activities shall include, but are not limited to:

- Background review and field reconnaissance
- Hydrology and hydraulic assessment
- Alternatives analysis
- Preparation of 30% design documents for the preferred alternative, including analyses, geotechnical review, and preliminary construction cost estimates
- Preparation of 60% design documents and specifications, including channel and design engineering, design drafting, basis of design report, civil and structural engineering
- Risk analysis including land surveys, environmental and cultural surveys and research for reporting and compliance, geotechnical investigations, and wetland determination and delineation
- Collection and incorporation of stakeholder feedback

Design products are anticipated to include, but are not limited to, a cover sheet, general notes, location map, access and staging, existing conditions plan view, proposed conditions plan view, plan and profiles, typical details (channel materials, low water mark, etc.), earthwork cut and fill volumes, planting/rehabilitation plans, temporary erosion and sediment control, de-watering, construction sequencing, and cost estimates.

In general, the Recipient will implement the project using the technical approach described in proposal *Peshastin Creek Historic Channel and Floodplain Project*, submitted in response to funding opportunity announcement R23AS00106, and is incorporated by reference.

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
Background review and field reconnaissance	Feb. 1, 2024	Sept. 30, 2024
Alternatives Analysis	Feb. 1, 2024	Mar. 31, 2025
Environmental compliance for geotechnical investigations	April 1, 2024	June 30, 2025
Risk Analysis: Cultural Resources Surveys and Section 106 Consultation for Geotech - Pre-survey consultation, report, and post-survey consultation Surveys and Section 106 Consultation for Implementation - Pre-survey consultation, report, and post-survey consultation	July 1, 2024 July 1, 2026	Dec. 31, 2024 Dec. 31, 2026
Risk Analysis: Land Survey	July 1, 2024	Sept. 30, 2025
Risk Analysis: Wetlands Determination Delineation	April 1, 2024 April 1, 2026	Dec. 31, 2024 Dec. 31, 2026
Risk Analysis: Environmental Compliance	Jan. 1, 2024	Dec. 31, 2026
Risk Analysis: Geotechnical studies	July 1, 2025	Sept. 30, 2026
Hydrology and Hydraulic Assessment	July 1, 2024	Sept. 30, 2026
Preparation of 30% design documents, analyses, geotechnical review, and cost estimates	Jan. 1, 2025	Sept. 30, 2025
Preparation of 60% design documents, channel and design engineering, design drafting, basis of design report, civil and structural engineering	July 1, 2025	Dec. 31, 2026

Note: Milestones are for oversight and reporting purposes only. Dates may change during the implementation of the project.

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.1.2 Interim Performance Reports. The Recipient shall prepare and submit to Reclamation interim Project performance reports (Interim Performance Reports) as required by Section I.10 of this Agreement. Each Interim Performance Report will include (but is not limited to) the information identified in paragraph I.10.3 and will discuss the following:

- A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the reporting period
- The reasons why established milestones were not met, if applicable
- The status of milestones from the previous reporting period that were not met, if applicable
- Whether the Project is on schedule and within the original cost estimate
- Any additional pertinent information or issues related to the status of the Project

6.1.3 Final Project Report. The Recipient shall prepare and submit to Reclamation a final Project performance report (Final Project Report) as required by Section I.10 of this Agreement. The Final Project Report will include (but is not limited to) the information identified in paragraph I.10.3 and will discuss the following:

- Whether the Project objectives and goals were met
- The amount of water conserved, if applicable, including information and/or calculations supporting that amount
- The amount of energy the renewable energy system is generating annually, if applicable
- How the Project demonstrated collaboration, if applicable

Photographs documenting the project are also appreciated. Recipient understands that Reclamation may print photos with appropriate credit to Recipient. Recipient also understands that the Final Project Report is a public document and may be made available on Reclamation's website, www.usbr.gov/watersmart/.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this Agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this Agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this Agreement is the responsibility of the GO. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the GO for review prior to incurrence of the costs in question.

Summary			
6. Budget Object Category	Total Cost	Federal Estimated Amount	Non-Federal Estimated Amount
a. Personnel	\$70,640		
b. Fringe Benefits	\$23,220		
c. Travel	\$2,894		
d. Equipment	\$0		
e. Supplies	\$0		
f. Contractual	\$1,071,977		
g. Construction	\$0		
h. Other Direct Costs	\$0		
i. Total Direct Costs	\$1,168,731		
i. Indirect Charges	\$19,931		
Total Costs	\$1,188,662	\$768,587	\$420,076
	Cost Share Percentage	65%	35%

7.2 Cost Sharing Requirement

At least 35% non-Federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this Agreement.

The Federal share of allowable costs shall not be expended in advance of the Recipient's non-Federal share. It is expected that expenditure of Federal and non-Federal funds based upon the cost share percentage above shall occur concurrently. If a bona fide need arises which requires the expenditure of Federal funds in advance of the Recipient share, then the Recipient must request written approval from the GO prior to the expenditure. Recipient's may expend their agreed upon share of costs in advance of the expenditure of Federal funds without prior written approval.

7.3 Pre-Award Incurrence of Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this Agreement are not allowable.

7.4 Allowable Costs

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR 200 Subpart E, "Cost Principles"

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 120 days following the project period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans

In accordance with 2 CFR 200.308(c)-(f) the recipient must request prior written approval for any of the following changes:

- (a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
- (b) Change in key personnel specified in section 8 "Key Personnel" of this Agreement.

- (c) Changes in the approved cost-sharing or matching outlined within this Agreement in section 7.2 “Cost Share requirements”
- (d) Inclusion of pre-award costs or reimbursement for pre-award costs which are not included in the initially approved budget and included in section 7.3 “Pre-Award Incurrence of Costs” of this Agreement.
- (e) Extensions to the project period identified in block 6 of the NOA.
- (f) The transfer of funds between direct cost categories, functions, and activities for which the expected transfer amount is to exceed 10 percent of the total approved budget.

7.6 Amendments

Any changes to this Agreement shall be made by means of a written amendment. Reclamation may make changes to the Agreement by amendment to address changes in address, no-cost time extensions, changes to Key Personnel, the addition of previously agreed upon funding, administrative corrections which do not impact the terms and conditions of the Agreement, or it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR 200.340.

No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to amend, modify or otherwise effect the terms of the Agreement. Acceptance of an amendment is indicated by starting work, drawing down funds, or electronic acceptance.

All requests for amendment of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project period extension shall be made at least 45 days prior to the end of the project period of the Agreement or the project period date of any extension that may have been previously granted. Any determination to extend the project period or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

7.7 Provisional Indirect Cost Rate

The 21.00% indirect cost rate which is applied against a direct cost base consisting of (\$96,754.40 – e.g. salaries/wages and fringe benefits, materials and supplies) is a provisional agreement between Reclamation and the Recipient and is subject to change. The Recipient must coordinate review and approval of their indirect cost rate with the Acquisition Services Directorate, Interior Business Center (ASD/IBC), Department of the Interior within 9 months of award in accordance with the applicable OMB Cost Principles. Indirect costs are not reimbursable under the Agreement until a certified indirect cost rate proposal prepared in accordance with 2 CFR Part 200, Appendix IV is submitted by the Recipient to its cognizant agency.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel.

The Recipient's Project Manager for this Agreement shall be:

Mike Kaputa
Director
411 Washington Street, Suite 201
Wenatchee, WA 98801-2854
509-670-6935
mike.kaputa@co.chelan.wa.us

9. LIMITATION OF AUTHORITIES

9.1 Grants Officer (GO).

The Reclamation GO is the only official with legal delegated authority to represent Reclamation. The Reclamation GO's responsibilities include, but are not limited to, the following:

- (a) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;
- (b) Approve through formal amendment changes in the scope of work and/or budget;
- (c) Approve through formal amendment any increase or decrease in the period of performance of the Agreement;
- (d) Approve through formal amendment changes in any of the expressed terms, conditions, or specifications of the Agreement;
- (e) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement; Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

9.2 Grants Management Specialist (GMS).

The Reclamation Grants Management Specialist (GMS) is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to amendments and prior approval, may only be granted, in writing, by a Reclamation GO. Please note that for some agreements, the Reclamation GO and the Reclamation GMS may be the same individual.

10. REPORTING REQUIREMENTS AND DISTRIBUTION

10.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR 200.339-340.

10.2 Financial Reports. Federal Financial Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

10.3 Monitoring and Reporting Program Performance.

- (a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also 2 CFR 200.332 Requirements for pass-through entities.
- (b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).
 - (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 120 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
 - (2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information

collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

- (i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.
 - (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.
- (d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:
- (1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
 - (2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in paragraph (b)(2) above.

10.4 Report Frequency and Distribution. The following table sets forth the standard reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 10.3 and any program specific reporting requirements identified in Section 6.1 of this Agreement.
Reporting Frequency	Semi-Annual	Final Report due within 120 days after the end of the period of performance.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 calendar days after the end of the Reporting Period	Final Report due within 120 days after the end of the period of performance or completion of the project.
First Report Due Date	The first performance report is due for reporting period ending 09/30/2024	N/A
Submit to:	sha-dro-faoperations@usbr.gov or GrantSolutions	sha-dro-faoperations@usbr.gov or GrantSolutions
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due within 120 days after the end of the period of performance or completion of the project.
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date	Within 30 calendar days after the end of the Reporting Period	Final Report due within 120 days after the end of the period of performance or completion of project.
First Report Due Date	The first performance report is due for reporting period ending 09/30/2024	N/A
Submit to:	sha-dro-faoperations@usbr.gov or GrantSolutions	sha-dro-faoperations@usbr.gov or GrantSolutions

11. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office. If the Recipient begins project activities that require environmental or other regulatory compliance approval prior to receipt of written notice from a Reclamation GO that all such clearances have been obtained, then Reclamation reserves the right to initiate remedies for non-compliance as defined by 2 CFR 200.339-340 up to and including unilateral termination of this agreement.

12. AGRICULTURAL OPERATIONS [Public Law 111-11, Section 9504(a)(3)(B)]

The Recipient shall not use any associated water savings to increase the total irrigated acreage of the Recipient or otherwise increase the consumptive use of water in the operation of the Recipient, as determined pursuant to the law of the State in which the operation of Recipient is located.

13. TITLE TO IMPROVEMENTS [Public Law 111-11, Section 9504(a)(3)(D)]

If the activities funded under this Agreement result in an infrastructure improvement to a federally owned facility, the Federal Government shall continue to hold title to the facility and improvements to the facility.

14. OPERATION AND MAINTENANCE COSTS [Public Law 111-11, Section 9504(a)(3)(E)(iv.)]

The non-Federal share of the cost of operating and maintaining any infrastructure improvement funded through this Agreement shall be 100 percent.

15. LIABILITY [Public Law 111-11, Section 9504(a)(3)(F)]

- (a) **IN GENERAL.**—Except as provided under chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”), the United States shall not be liable for monetary damages of any kind for any injury arising out of an act, omission, or occurrence that arises in relation to any facility created or improved under this Agreement, the title of which is not held by the United States.
- (b) **TORT CLAIMS ACT.**—Nothing in this section increases the liability of the United States beyond that provided in chapter 171 of title 28, United States Code (commonly known as the “Federal Tort Claims Act”).

16. BUY AMERICA DOMESTIC PROCUREMENT PREFERENCE

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at:

www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant [PSC](#) or [NAICS](#) code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States

17. DAVIS-BACON WAGE ACT COMPLIANCE

Section 41101 of the Bipartisan Infrastructure Law requires that all laborers and mechanics employed by contractors or subcontractor in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under the Bipartisan Infrastructure Law (P.L. 117-58) shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (commonly referred to as the Davis-Bacon Act).

II. RECLAMATION STANDARD TERMS AND CONDITIONS

1. REGULATIONS

The regulations at [2 CFR Subtitle A, Chapter II, Part 200](#) “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Payment (2 CFR 200.305).

(a) For states, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR part 205 and Treasury Financial Manual (TFM) 4A-2000, “Overall Disbursing Rules for All Federal Agencies”.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302(b). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved, governmentwide information collection requests to request payment.

- (1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.
- (2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.
 - (i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.
 - (ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used,

and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

- (3) Reimbursement is the preferred method when the requirements in this paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.208, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.
- (4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.
- (5) To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
- (6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §200.208, subpart D of this part, including §200.339, or one or more of the following applies:
 - (i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
 - (ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for financial obligations incurred after a specified

date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

- (iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.343.
 - (iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.
- (7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.
- (i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for funds received, obligated, and expended.
 - (ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
- (8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:
- (i) The non-Federal entity receives less than \$250,000 in Federal awards per year.
 - (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - (iv) A foreign government or banking system prohibits or precludes interest-bearing accounts.
- (9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Bureau of Reclamation through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.
- (i) For returning interest on Federal awards paid through ASAP, the refund should:
 - (A) Provide an explanation stating that the refund is for interest;
 - (B) List the ASAP Account
 - (C) List the Federal award number(s) for which the interest was earned; and

- (D) Make returns payable to: Bureau of Reclamation.
- (ii) For returning interest on Federal awards not paid through ASAP, the refund should:
 - (A) Provide an explanation stating that the refund is for interest;
 - (B) List the Federal award number(s) for which the interest was earned; and
 - (C) Make returns payable to: Bureau of Reclamation
- (10) Funds, principal, and excess cash returns must be directed to the original Federal agency payment system. The non-Federal entity should review instructions from the original Federal agency payment system. Returns should include the following information:
 - (i) Agency information to indicate whom to credit the funding if the payment originated from ASAP, NSF, PMS, or another Federal agency payment system.
 - (ii) Relevant ASAP account numbers.
 - (iii) The reason for the return (e.g., excess cash, funds not spent, interest, part interest part other, etc.)
- (11) When returning funds or interest to Reclamation you must include the following as applicable:
 - (i) For ACH Returns:
 - ABA Routing Number: 051036706
 - Account number: 312018
 - Bank Name and Location: Credit Gateway, Federal Reserve Bank, Richmond, VA
 - Agreement Number: Reclamation Grant or Cooperative Agreement Number
 - (ii) For Fedwire Returns¹:
 - ABA Routing Number: 021030004
 - ABA Short Name: TREAS NYC
 - Account number: 14060905
 - Beneficiary Name: Bureau of Reclamation
 - Bank Name and Location: Federal Reserve Bank, 33 Liberty Street, Federal Reserve Post Office Station, New York, NY 10045
 - Agreement Number: Reclamation Grant or Cooperative Agreement Number

¹Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.

 - (iii) For International ACH Returns:
 - Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)
 - Bank: Citibank N.A. (New York)
 - Swift Code: CITIUS33
 - Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013 USA
Payment Details (Line 70): Agency Name (abbreviated when possible) and
Agency Locator Code (ALC): 75010501

- (iv) For recipients that do not have electronic remittance capability, please make check payable to: “Bureau of Reclamation” and **include** the award number and ASAP account number in the memo lines of the check.

Please note it can take up to three weeks to process once received.

Mail (by USPS only) the check to Treasury approved lockbox:
DOI-BOR-Region: Denver
P.O. Box 6200-21
Portland, OR
97228-6200

2.2 Payment Method.

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

In accordance with 2 CFR 25.200(b)(2)(3) the Recipient shall “Maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. If the Recipient allows their SAM registration to lapse, the Recipient’s accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR 200.317 through 200.327)

§200.317 Procurements by States.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)
 - (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
 - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also 200.212 Suspension and debarment.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
 - (1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
 - (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

- (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.
- (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to

- define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
- (f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

- (a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:
- (1) Micro-purchases—(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
- (ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
- (iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold

established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

- (iv) Non-Federal entity increase to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
 - (A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;
 - (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - (C) For public institutions, a higher threshold consistent with State law.
 - (v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.
- (2) Small purchases—
- (i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
 - (ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.
- (b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the

simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

- (1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.
 - (i) In order for sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - (ii) If sealed bids are used, the following requirements apply:
 - (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
 - (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
 - (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (E) Any or all bids may be rejected if there is a sound documented reason.
- (2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
 - (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
 - (iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.
- (c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
 - (2) The item is available only from a single source;
 - (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
 - (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
 - (5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract amendments. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
 - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract amendment changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in [appendix II](#) to this part.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014, and 85 FR 49506]

4. EQUIPMENT (2 CFR 200.313)

See also §200.439 Equipment and other capital expenditures.

- (a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:
- (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
 - (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
 - (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.
- (b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.
- (c) Use.
- (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:
 - (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
 - (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.
 - (2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for

which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

- (3) Notwithstanding the encouragement in 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.
 - (4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- (d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:
- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 - (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 - (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - (4) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- (e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:
- (1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

- (2) Except as provided in 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- (3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
- (4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR 200.314)

See also 200.453 Materials and supplies costs, including costs of computing devices.

- (a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See 200.313 Equipment, paragraph (e)(2) for the calculation methodology.
- (b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT REQUIREMENTS (2 CFR 200.501)

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section 200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

- (h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also 200.332 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49571, Aug. 13, 2020]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR 200.339)

200.339 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in 200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances.

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR 200.340)

- (a) The Federal award may be terminated in whole or in part as follows:
 - (1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
 - (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - (3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions,

including the effective date and, in the case of partial termination, the portion to be terminated;

- (4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
- (5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.

- (b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 200.344 Closeout and 200.345 Post-closeout adjustments and continuing responsibilities.

10. DEBARMENT AND SUSPENSION (2 CFR 1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

11. DRUG-FREE WORKPLACE (2 CFR 182 and 1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the

Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR 175.15)

Trafficking in persons.

- (a) *Provisions applicable to a recipient that is a private entity.* You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- (b) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
- (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - (i) Associated with performance under this award; or
 - (ii) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment

and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1400.

- (c) *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- (1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - (i) Associated with performance under this award; or
 - (ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1400.
- (d) *Provisions applicable to any recipient.*
- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - (2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (ii) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - (3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- (e) *Definitions.* For purposes of this award term:
- (1) “Employee” means either:
 - (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - (2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

- (i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

- (ii) Includes:
 - (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - (B) A for-profit organization.
- (4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR 18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or amendment of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- (c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC 4601 *et seq.*)

- (a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing

sellers, it is not anticipated that Reclamation funds will result in any “displaced persons,” as defined under the URA.

- (b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. 4651.
- (c) Exemptions to the URA and 49 CFR Part 24
- (1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as “voluntary transactions.” Such “voluntary transactions” are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR 24.101(b)(1)(i)-(iv).
 - (2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:
 - (i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
 - (ii) inform the owner in writing of what it believes to be the market value of the property
- (d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR 24.104. Such reviews may be conducted by the Department of the Interior’s Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. SYSTEM FOR AWARD MANAGEMENT and Universal Identifier Requirements (2 CFR 25, Appendix A)

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-

owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrc.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions.
- If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.

- e. Definitions. For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. Executive means officers, managing partners, or any other employees in management positions.
 4. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 5. Subrecipient means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

[85 FR 49526, Aug. 13, 2020]

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- (b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.

- (c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR 52.203-17 (as referenced in 48 CFR 3.908-9).

21. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (APPENDIX XII to 2 CFR Part 200)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

[80 FR 43310, July 22, 2015, as amended at 85 FR 49582, Aug. 13, 2020]

22. CONFLICTS OF INTEREST

(a) Applicability.

- (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

- (1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.
- (2) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

(d) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

23. DATA AVAILABILITY

- (a) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- (b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- (c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:
 - (i) The scientific data relied upon;
 - (ii) The analysis relied upon; and
 - (iii) The methodology, including models, used to gather and analyze data.

24. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY

- (a) The recipient must—
 - (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through [2 CFR 180.300](#) prior to issuing a subaward or contract and;
 - (2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.
- (b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

- (c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

25. ADDITIONAL ACCESS TO RECIPIENT RECORDS

- (a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.
- (b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

26. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

III. DEPARTMENT OF THE INTERIOR STANDARD AWARD TERMS AND CONDITIONS

The Department of the Interior (DOI) Standard Award Terms and Conditions found at <https://www.doi.gov/grants/doi-standard-terms-and-conditions> are hereby incorporated by reference as though set forth in full text. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on this Agreement. Recipient acceptance of this Agreement carries with it the responsibility to be aware of and comply with all DOI terms and conditions applicable to this Agreement. The Recipient is responsible for ensuring their subrecipients and contractors are aware of and comply with applicable statutes, regulations, and agency requirements.

Recipient and subrecipient failure to comply with the general terms and conditions outlined below and those directly reflected in this Agreement can result in the DOI taking one or more of remedies described in 2 Code of Federal Regulations parts 200.339 and 200.340. The DOI will notify the recipient whenever terms and conditions are updated to accommodate instances in the passage of a regulation or statute that requires compliance. Also, DOI will inform the Recipient of revised terms and conditions in the action of an Agreement amendment adding additional Federal funds. Reclamation will make such changes by issuing a Notice of Award amendment that describes the change and provides the effective date. Revised terms and conditions do not apply to the Recipient's expenditures of funds or activities the Recipient carries out before the effective date of the revised DOI terms and conditions.



**SHEA, CARR & JEWELL, INC.
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (or this “Agreement”) is dated May 9, 2024, and is made and entered into by and between:

Firm: Shea, Carr & Jewell, Inc. (dba SCJ Alliance) (“SCJ”)
Address: 8730 Tallon Lane NE, Suite 200, Lacey, WA 98516
Telephone: 360-352-1465
Fax: 360-352-1509

and

Client: Chelan County Natural Resources Department (“Client”)
Address: 411 Washinton St, Suite 201, Wenatchee WA 98801
Telephone: 509-670-6935
Email: mike.kaputa@co.chelan.wa.us

Section 1 – The Project: SCJ shall perform all services, as described in Section 2 below, for the following project:

- a. **Project Name:** Stehekin Master Plan (the “Project”)
- b. **Project Number:** SCJ# 23-P00582 Client# N/A
- c. **Project Location:** Stehekin, WA
- d. **Project Timeline:** SCJ shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project. If SCJ is delayed in meeting this projected timeline due to causes beyond its control (including, but not limited to, war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers, printers, or carriers, action of government or civil authority, or acts of God), then the projected timeline shall be extended accordingly.

Section 2 – Scope of Work: SCJ shall perform the services (the “Work”) described in Attachment A.

Section 3 – Compensation to SCJ: SCJ shall perform the Work for Client for the following compensation:

Budget Summary	Fee Amount	Fee Basis
Phase 01 – Baseline	\$109,460	T&M
Phase 02 - Options	\$ 62,770	T&M
Phase 03 – Preferences	\$ 56,445	T&M
Phase 04 – Priorities	\$ 19,730	T&M
Phase 05 - Adoption	\$ 10,855	T&M
Phase 97 – Management Reserve	\$ 20,000	T&M
Phase 99 - Expenses	\$ 28,000	T&M
TOTAL MAXIMUM FEE:	\$307,260	

Time and Materials: When the basis of SCJ’s compensation is time and materials, Client will pay SCJ for the time SCJ spends and all the expenses SCJ incurs (see expenses addressed below) in performing the Work, pursuant to the Billing Rate Schedule shown in Attachment B. SCJ may change its billing rates and/or the reimbursement rate for the expenses it incurs from time to time due to market conditions with prior notice to Client. If SCJ changes any of its



billing rates and/or reimbursement rates for its expenses, SCJ shall promptly provide a copy of its revised Billing Rate Schedule to Client.

Changes in billing rates and/or reimbursement rates for expenses is not a basis for increasing the total value of this Agreement or the Maximum Task Assignment Amount.

Lump Sum: When the basis of SCJ's compensation is a lump sum, Client will pay SCJ on a percent-complete basis of the Total Maximum Fee for the Work described in Section 2 of this Agreement. SCJ will be compensated in full upon completion of the Work. Any out-of-scope or extra services requested by the Client will be paid to SCJ on a time-and-materials basis in accordance with the provisions described above under Time and Materials.

Expenses: Expenses will include, but not be limited to, the following: transportation costs, including mileage; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone, printing, binding, and reproduction charges; all costs associated with outside consultants and other outside services and facilities; and other similar costs. Expenses which SCJ incurs on Client's behalf for outside consultants and other outside services or facilities shall include a 10% markup to compensate SCJ for its activities related to these expenses, such as: excise tax, liability insurance, profit, and additional administrative overhead.

Section 4 – Billing and Payment: SCJ will provide Client with an invoice once per month for Work on the Project during the prior month with a breakdown showing costs by Task Assignment. Client agrees to pay SCJ within 30 days of receiving SCJ's invoice, after which date, if the invoice has not been paid in full, Client's account will become delinquent. Client is deemed to have received an invoice three days after SCJ mailed it to Client at its address provided in this Agreement, postage prepaid. If Client's account becomes delinquent at any time, the following shall apply:

- SCJ may, in its sole discretion, cease all Work on the Project and retain all records and work product in its possession related to the Project until such time as Client's account is brought current; and/or
- SCJ will assess interest at the rate of 1.5 percent per month against any delinquent invoice balance, unless such rate of interest exceeds the legal limit, in which case interest will be assessed against the delinquent invoice balance at the highest legal rate.

Section 5 – Standard of Care; No Warranties: SCJ will perform the Work consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances at the time the Work is performed. SCJ does not make or intend to make any warranty, expressed or implied, by performing any of the Work.

Section 6 – No Third-Party Beneficiaries: The parties do not intend, and no such intent shall be inferred, that SCJ assumes a direct obligation to any third party by entering into this Agreement.

Section 7 – Notice to Cure a Default: If SCJ materially breaches a provision of this Agreement, SCJ may be deemed in default. If SCJ fails within five (5) business days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then Client shall give SCJ a second written notice of termination within three (3) business days following the end of the five (5) day period.



Section 8 – Termination by Client:

Client may terminate this Agreement as provided in Section 7 in addition to any other remedy provided by this Agreement. If Client’s costs arising out of SCJ’s failure to cure the default, including the cost of completing the Work, exceed the unpaid Compensation to SCJ, SCJ shall be liable to the Client for such excess costs as limited by Section 10 below. If Client’s costs are less than the unpaid Compensation to SCJ, Client shall pay the difference to SCJ. In the event Client exercises its rights under this Section 8, Client shall furnish to SCJ a detailed accounting of the costs incurred by Client.

Client may terminate this Agreement for its own convenience upon fourteen (14) days written notice to SCJ. Upon any termination for convenience, Client shall pay SCJ for all sums due through the effective date of the termination including, but not limited to, the amounts provided in Section 3 above and any expected profits.

If Client terminates this Agreement, with or without cause, before SCJ completes all of the Work, SCJ shall have the right to complete such services, analysis, and records, within its sole discretion, as are necessary to place SCJ’s files in order and to complete a report on the services performed pursuant to this Agreement (“Project Closeout”). The time expended and expenses incurred by SCJ in carrying out the Project Closeout shall be billed to Client in addition to all time expended and expenses incurred by SCJ up to the date of termination.

Section 9 – Termination by SCJ.

SCJ may terminate this Agreement upon five (5) days written notice of the following:

- Client fails to pay SCJ in accordance with this Agreement.
- Client otherwise materially breaches this Agreement.

Upon termination by SCJ pursuant to this Agreement, SCJ shall be entitled to recover from Client payment for all sums due through the date of termination and for any proven loss, cost, or expense including, but not limited to, the amounts owing from Section 3 above, expected profits, and Project Closeout. This amount is not to exceed the amount identified in Section 3.

Section 10 – Indemnification.

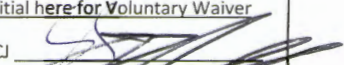
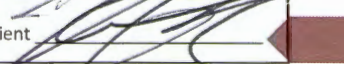
SCJ shall indemnify and hold Client harmless from all claims, demands or lawsuits at law or equity for any and all claims, suits, damages (“Claim”) arising directly or indirectly from the negligent services of SCJ provided for by this Agreement.

SCJ and Client acknowledge that this indemnification provision was specifically negotiated and agreed to by the SCJ and Client. This indemnification provision survives termination of this Agreement.

Section 11--State Industrial Insurance Act. SCJ expressly waives any immunity, from claims against each other, provided by the Washington State Industrial Insurance Act (RCW 51) or similar law of the state of the Project’s location. The provisions of this section shall not be limited in any way by any limitation on benefits payable to or for any third party under any State’s Workers’ Compensation Act. This waiver is not intended to waive and does not waive SCJ’s design professional immunity from claims by an injured worker or beneficiary provided by RCW 51.24.35 or similar law of the state of the Project’s location.

Voluntary Waiver: Both SCJ and Client acknowledge that they have mutually negotiated and agreed to this unilateral waiver of Title 51 immunity by SCJ.

Section 12 – Concurrent Work. This Agreement shall not limit, in any way, other work SCJ may undertake for any other client.

Initial here for Voluntary Waiver	
SCJ	
Client	



Section 13 – Insurance. SCJ shall obtain and keep in force during the terms of this Agreement insurance coverage as follows: (a) Workers’ Compensation, as required by applicable statute; (b) Comprehensive General Liability, \$2 million per occurrence and \$4 million in the aggregate; (c) Automobile, \$1 million combined single limit; and (d) Professional Liability, \$1 million per claim and \$2 million in the aggregate.

SCJ will provide Client with thirty (30) day notice prior to cancelling any of the aforementioned policies.

Section 14 –Construction/Jurisdiction/Venue/Attorneys’ Fees. This Agreement shall be construed according to the laws of the State of Washington. In the event of any legal action arising pursuant to this Agreement, jurisdiction and venue shall be proper only in Chelan County, Washington. No attorney’s fees or costs are recoverable; each party to any enforcement or other action based upon this contract shall be responsible for its own attorney’s fees and costs.

Section 15 –Confidentiality:

SCJ acknowledges that as a public agency of the State of Washington, Client is subject to RCW 42.56, the Public Records Act. Pursuant to the Public Records Act, Client must disclose certain documents upon request, including any document provided to Client by SCJ, unless specifically exempt by law.

Client shall maintain the confidentiality of information specifically designated as confidential by SCJ, unless withholding such information would violate the law, including, but not limited to the Public Records Act, create the risk of significant harm to the public or prevent the Client from establishing a claim or defense in an adjudicatory proceeding. Only information designated as confidential by SCJ shall be deemed confidential as provided by this paragraph.

Section 16 – Electronic Files and Data: Subject to Section 15 above, if requested, SCJ will provide electronic files to Client for its use and reference in connection with the Project. Client acknowledges and agrees that it shall be solely responsible for inspecting and testing any such electronic files before accessing or using them to verify they are free from bugs, viruses, or other destructive or harmful programs (referred to collectively herein as “Viruses”). Further, SCJ does not make or intend to make any warranty, expressed or implied, that any electronic file it provides to Client will be free from viruses. Therefore, Client waives any claim it may have against SCJ which waiver includes all measures of damages, including, but not limited to, general, special, direct, indirect, consequential (including loss of profits and/or business), exemplary, statutory, and punitive damages) because any electronic files SCJ provides to client contain any viruses.

All deliverables provided to Client for the Work shall be hard copies unless otherwise stated in Attachment B. If requested, SCJ may provide electronic files to Client; however, Client acknowledges and agrees that it shall be solely responsible for verifying consistency between electronic files and hard copy deliverables. In the event of any inconsistency between hard copy deliverables and electronic files, the hard copy deliverable shall govern.

Section 17 – Notices: Any written notice provided by one of the parties to the other in connection with this Agreement shall be received when personally delivered when received by facsimile, or on the third day following mailing by USPS, postage prepaid, to:

SCJ: SCJ Alliance
Attn: **Bill Grimes, AICP**
8730 Tallon Lane NE
Suite 200
Lacey, WA 98516
Email: bill.grimes@scjalliance.com

Client: Chelan County
Attn: **Mike Kaputa**
411 Washington Street
Suite 201
Wenatchee, WA 98801
Email: mike.kaputa@co.chelan.wa.us



Section 18 – Survival and Severability: The terms and conditions of this Agreement shall survive the completion of the Work and the termination of this Agreement, whether for cause or for convenience. If any term or condition of this Agreement is ever held to be unenforceable, all remaining terms and conditions shall continue in full force and effect.

Section 19 – Modifications: This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. Except as provided in Section 3 above regarding the periodic adjustment of SCJ’s billing rates and/or reimbursement rate of expense, this Agreement may only be amended, modified, or added to by written instrument properly signed by both parties. The parties acknowledge the general contract rule that a clause in a contract, such as this one, prohibiting oral modifications is itself generally subject to oral modification. However, in order to ensure certainty as to the terms and conditions of this Agreement, the parties waive this general contract rule.

Section 19 – Assignment: Neither party may assign all or a portion of its rights under this Agreement or delegate all or a portion of its obligations under this Agreement without the express written consent of the other party.

Section 20 – Independent Review: The parties acknowledge that they have read this Agreement and fully understand its terms. The parties further acknowledge that the terms of this Agreement have been mutually negotiated at arms-length. The parties waive the general rule of construction, therefore, that an agreement shall be construed against its drafter.

Section 21 – Acceptance and Authorization to Proceed: By signing this Agreement, Client agrees that the terms and conditions of this Agreement are acceptable and approved. If Client is a legal entity (e.g., a corporation, partnership, or limited liability company), then the person who signs on behalf of Client certifies that he or she has the authority to bind Client to the terms and conditions of this Agreement. If Client is a legal entity and it claims at any time that the person who signed this Agreement lacked the authority to do so, SCJ may name such person, in addition to Client, in any lawsuit or arbitration which arises relating to this Agreement and seek to hold such person liable, along with Client, in such proceeding. Upon SCJ’s receipt of this fully executed Agreement, SCJ shall have authority to commence the Work.

Section 22 – Attachments: The following attachments are hereby made a part of this Agreement.

- Attachment A – Scope of Work
- Attachment B – Billing Rate Schedule

CLIENT:

Chelan County

By: _____

(Print name)

(Title)

(Date)

SCJ:

SCJ Alliance

By: Scott Sawyer

Scott Sawyer (Print name)

Principal (Title)

May 15, 2024 (Date)

Stehekin Community Plan

Understanding

Stehekin is an unincorporated community at the northern tip of Lake Chelan, surrounded by land owned and managed by the National Parks Service (NPS) as part of the Lake Chelan National Recreation Area (NRCA). The recreation area is a component of the North Cascades National Park, formed to recognize the multiple interests associated with Lake Chelan, Stehekin, Holden Village, and others, all converging on Lake Chelan's northern reach and the recreational resources adjacent to it.

The park was established by Public Law 90-544 in 1968, recognizing the area's unique environmental and recreational resources but stating little in terms of the Stehekin community's role in the park, the park's role in the Stehekin community, or the way the two interrelate. A subsequent review of the NPS' land acquisition and management practices – conducted by the Government Accountability Office in 1981 – provided insight into the interdependence of the NPS and the community but offered little in terms of policy guidance.

The NPS manages federal landholdings surrounding and interspersed with private landholdings along the lake shore and in the Stehekin community. NPS also provides additional services supporting Stehekin, including snowplowing, trash collection, fire suppression, supplemental law enforcement, and others, underscoring the importance of NPS' role in Stehekin life. Both NPS and community members have a history of working together to solve problems – like flood prevention and remediation – and identify opportunities – as with land swaps and various recreation concession agreements.

Stehekin is largely a seasonal community, but there are full-time residents who operate year-round businesses, manage the local school, and keep the community operating during non-tourist months. Many of these permanent residents – whether they have lived there continuously since childhood or have returned as adults – have generations of Stehekin roots, predating Public Law 90-544 and the park's creation.

The intimacy and interdependence between the small Stehekin community and the federal National Parks Service is both harmonious and challenging. And there are other property owners, agencies, non-profit organizations, and business people who have a stake in the recreation area, sometimes working at cross purposes pursuing their individual interests. Despite the community's small size, the relationships are complex.

Public Law 90-544 provides few statutory ground rules to help navigate these complexities, and the OMB report falls short of providing policy guidance to direct collaborative initiatives, resolve disputes, or streamline action. There are pressing issues needing resolution, some as pragmatic as guiding the PUD on how to reinvest in its power generation infrastructure, which are motivating this community plan. The County hopes this process will offer the community and stakeholders an opportunity to work together to establish a lasting policy direction, one which will clarify relationships and suggest ways in which the various groups interact to achieve mutual objectives.

There are several underpinning principles guiding this process:

- **Transparency** – Residents and other stakeholders are very invested in this process, understanding its importance and potential for long-lasting relevance. As a result, this process must be accessible to all those interested in the community plan, with a clear relationship between the information gathered, the analysis performed, the community input, and the recommendations embedded in the plan. This process must demonstrate accountability and

openness, with meetings, direction, and commitments open for public viewing, critique, and input.

- **Objectivity** – The County’s role in this process is to act primarily as an objective facilitator, seeking information, perspectives, and advice from the public and creating a framework for open dialogue, analysis, and agreement. While the process may not generate consensus, it must welcome a universe of ideas, expect conflict at times, and commit to honoring the values and priorities expressed during the effort.
- **Engagement** – People interested in Stehekin want to be involved in this process. This community has history, and residents and stakeholders have stories to tell. It is also important we have folks share their stories in the presence of others, both in person and remotely, ensuring all involved have ample opportunity to share their perspectives, hear others, and work together to define shared hopes and objectives.
- **Responsiveness** – This process must also adapt, responding to new information, new ideas, community priorities, and events likely to occur as the process continues. This is also an opportunity to demonstrate the community’s effectiveness in shaping the plan, responding to input and various surprises, able to adjust as necessary to ensure effectiveness.
- **Credibility** – Whether through its transparency, objectivity, or responsiveness, the process must reinforce its credibility from the outset. The effort can build trust between stakeholders and policymakers, relying on its credibility to produce a plan the community can support.
- **Value** – This community plan must deliver, establishing constructive conversations and policy guidance the community appreciates. Even if there is no full consensus in every part of the plan’s recommendations, the process has an opportunity to nurture community respect, civic capacity, and the means to work collectively to resolve conflicts as they arise.

Scope

The planning process intentionally works closely with the community, with frequent communication and dedicated collaborative check-ins at critical points in the plan’s development. The community and stakeholders are important creative forces, with ideas and suggestions enriching the ultimate product and energizing the overall process. We will make frequent Stehekin visits, to know more intimately the project area, meet its residents and stakeholders, and develop our own relationships to the space.

When complete, the community plan will provide strategic direction for the next 10 to 20 years, as well as a priority list of important actions to guide community and agency initiatives through 2030.

This scope of work envisions a start by the start of May, with anticipated plan adoption by the County in the late fall or early winter of 2025. It also includes seven Stehekin visits, with one of those visits proposed for three or four days as part of a community studio.

The table below summarizes the proposed project schedule, identifying when visits will occur and the pace at which we anticipate working through the various project phases.

Visit/Activity	2024												2025											
	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N			
First impressions		✓																						
Orientation interviews (3 days)			✓																					
Vision studio (2.5 days)				✓																				
Plan workshop (1.5 days)						✓																		
Initiatives workshop (1.5 days)								✓																
Implementation workshop (1.5 days)												✓												
Draft plan studio/rollout (2.5 days)														✓										
PC/BOCC work session (Wenatchee)																✓								
PC meetings/hearings (Wenatchee)																	✓	✓						
BOCC hearings (Wenatchee)																			✓	✓				

Baseline

The baseline effort will involve early research and a first cut at community conversation. We will dig into community history, enabling legislation, and demographics, document and analyze the area's economics and market conditions, study the cultural and environmental context, and inventory existing land uses, jurisdictional boundaries, and relevant land use, economic, and other policy influencing Stehekin's future.

This first phase of our work will also initiate our community engagement, with a project website and a set of one-on-one orientation interviews with community members and agency representatives, providing us with additional insight into the topics and issues we will likely encounter as this project progresses. We hope to have several of these interviews in Stehekin, allowing us to visit with residents in their own space and gain our own experiences with the community in the off-season. These interviewees will also form the core of our public engagement efforts and offering suggestions as the process moves forward. We will look to the County to identify interviewees, to provide us with contact details and to identify interview locations. We will send invitations and schedule individual interviews.

The orientation interviews will allow us to focus our demographic and economic analyses to address the community's priority issues and prepare us for the early tasks of establishing a study area boundary, clarifying expected outcomes of this process, defining individual roles for the County, community, and consultant, and preparing for the vision workshop now proposed for mid-June.

Deliverables:

1. Demographics summary and analysis
2. Economic and market summary and analysis
3. GIS land use and base map gallery with spatial analysis
4. Environmental document and policy scan
5. Community engagement plan
6. Project website with at least one online community questionnaire
7. Policy framework
8. Orientation interviews (in person and remote)
9. Community visit
10. Community studio on vision
11. Preliminary opportunities and constraints technical memo

Options

Investigating options will involve frequent and collaborative community conversations, creating a draft vision, testing a range of strategic responses, and developing a set of community priorities to evaluate the various options. The three strategic responses will propose alternative land use and development schemes, indicating specific market conditions and infrastructure requirements for each. Community priorities will inform the plan's guiding policies and how this master plan may influence companion policies for those jurisdictions with a stake in Stehekin's future.

We envision two workshops as part of this phase, with the focusing on the strategic options available to achieve the draft community vision and the second applying community priorities to identify a preferred direction. We propose to run a multi-day studio in Stehekin, with the strategic options workshop at the end of the first day and the preferred direction workshop occurring at the end of the third. This will provide us with an opportunity to benefit from extended time in the community and the experience of continuous community contact and conversation as we evaluate options, consider tradeoffs, and suggest a preferred planning direction. The studio – depending on available venues – will serve as a project gallery, consultant team workspace, community meeting hall, and safe harbor for the constructive exchange of ideas.

We will also work with Chelan County to evaluate likely environmental consequences of the three strategic alternatives and a course for State Environmental Policy Act (SEPA) review, drafting a notice of determination for the County to publish. This may either result in a Determination of Non-Significance or a Determination of Significance, potentially requiring the inclusion of an environmental impact statement (EIS). An EIS may require revisiting the project schedule, scope, and budget, depending on the level of analysis needed.

Deliverables

1. Draft spatial vision
2. Three strategic options
3. Evaluative criteria/priorities
4. Master plan policy framework
5. Community workshop/open house on strategic options
6. SEPA evaluation/determination

Preferences

This third phase of work will refine the preferred direction into a master plan, creating a draft land use plan with supporting policies and priority actions. Getting to this initial draft plan will involve two community workshops to explore initial master plan concepts and cement them with a community vision and land use plan. If an EIS is required, this phase will also include the preparation of an “integrated, non-project” EIS into the plan. Our proposed project budget presumes no EIS will be required, but we can adapt our scope to include one if that is the direction the County decides to go.

An important part of this master plan is assessing how its implementation may impact the Lake Chelan National Recreation Area and the North Cascades National Park. We will do this by conferring directly with the National Parks Service and others to work through the plan’s implications and document the master plan’s influence on the larger region’s recreation mission.

Deliverables

1. Preliminary draft master plan (digital format)
2. Community workshop on draft plan
3. Refined draft master plan (digital format)
4. Draft integrated EIS, if appropriate
5. Preliminary draft master plan (digital format)
6. Recreation area/parks influence technical memo

Priorities

This task focuses on movement, formulating strategic and tactical actions, prioritizing them, and empowering the community, partner jurisdictions, and others to implement the plan’s initiatives. As with the rest of this process, we expect to involve the community at each step, conducting a workshop to evaluate and prioritize proposed actions and then vet the resulting plan.

This part of the process will draw from the consultant team members, the County, agency partners, and the community to assemble a list of action items to implement the plan. We will analyze each, compare to the plan’s overall priorities, and, as appropriate, test them for engineering feasibility and potential cost. Community input at the workshop will help us propose an implementation program, phasing the various actions based on their strategic relationships and priority.

We will shape the final community rollout to honor the process, inviting all of those who will have participated in the plan’s development to join together, review the work they will have done, and offer another round of comments on the plan as we launch into the adoption process with Chelan County.

Deliverables

1. Implementation actions list
2. Community studio and rollout on implementation strategy
3. Final draft master plan (digital format)
4. Community rollout

Adoption

We will work with Chelan County to take the draft plan to the Planning Commission and Board of County Commissioners for final adoption. This may take the form of a subarea plan to be appended to the County's comprehensive plan or other policy-level instrument, depending on the County's direction. We expect to help County staff ready the master plan for the various meetings by preparing presentations and assisting with staff reports.

We can also be available to design and facilitate a joint work session with the Planning Commission and Board of County Commissioners, if desired, allowing each to learn more about the process and participate in a collective conversation about the plan's recommendations and the process which will have generated them.

Deliverables

1. Planning Commission/County Commissioner work session
2. Planning Commission meetings (2)
3. Board of County Commissioner meetings (2)

Project Budget

The project budget shown here estimates anticipated professional fees and various project expenses, including participation from SCJ, Leland Consulting, ESA, and Walker Macy staff as appropriate for the various tasks. It also includes multiple Stehekin visits, each for more than one day as the project team gains familiarity with the community and its nuance.

Phase	SCJ	Walker Macy	ESA	Leland	Total
1. Baseline	41,800	9,300	28,650	23,560	103,310
2. Options	27,350	12,000	13,700	6,500	59,550
3. Preferences	37,250	10,200		7,250	54,700
4. Priorities	14,450	2,400	850	1,550	19,250
5. Adoption	9,150			1,550	10,700
Total fee	130,000	33,900	43,200	40,410	247,510
Subconsultant markup (10%)					11,750
Reimbursable expenses (est. 12%)					28,000
Management reserve					20,000
Project budget					307,260



ATTACHMENT B

SCJ Alliance Billing Rate Schedule – 2024

Classification	Hourly Billing Rate
Principal	\$200 - \$405
Senior Consultant	\$175 - \$400
Senior Project Manager	\$190 - \$325
PM3 Project Manager	\$165 - \$270
PM2 Project Manager	\$150 - \$255
PM1 Project Manager	\$135 - \$240
Senior Engineer	\$155 - \$240
E4 Engineer	\$145 - \$215
E3 Engineer	\$125 - \$185
E2 Engineer	\$105 - \$160
E1 Engineer	\$100 - \$145
Senior Landscape Architect	\$135 - \$185
L4 Landscape	\$125 - \$175
L3 Landscape	\$115 - \$165
L2 Landscape	\$105 - \$140
L1 Landscape	\$100 - \$130
Senior Planner	\$165 - \$250
P4 Planner	\$125 - \$180
P3 Planner	\$115 - \$170
P2 Planner	\$105 - \$160
P1 Planner	\$90 - \$145
Senior Technician	\$120 - \$200
T4 Technician	\$110 - \$160
T3 Technician	\$100 - \$150
T2 Technician	\$90 - \$140
T1 Technician	\$80 - \$125
Senior Construction Manager	\$185 - \$290
RE 3 Construction Resident Engineer	\$170 - \$250
RE 2 Construction Resident Engineer	\$145 - \$230
RE 1 Construction Resident Engineer	\$140 - \$190
Construction Office Engineer	\$145 - \$230
CI 4 Construction Inspector	\$170 - \$250
CI 3 Construction Inspector	\$145 - \$230
CI 2 Construction Inspector	\$120 - \$165
CI 1 Construction Inspector	\$100 - \$155
Graphic Designer	\$100 - \$170
PC3 Project Coordinator – CM Only	\$125 - \$165
PC 2 Project Coordinator	\$115 - \$155
PC 1 Project Coordinator	\$100 - \$140
Project Accountant	\$100 - \$200

These rates are current as of January of 2024 and will be subject to change on a yearly basis

Resolution No. _____

RE: Resolution supporting Chelan County application to the US Bureau of Reclamation WaterSMART WaterSMART Planning and Project Design Grants Program (No. R23AS00109) for the Clear Creek Ecosystem Restoration Design Project.

WHEREAS, Clear Creek, in the Chiwawa River watershed in Chelan County, Washington, has a number of critical resource needs for water quantity, water quality and habitat improvement and protection; and

WHEREAS, Chelan County has completed general planning, data collection and alternatives analysis for the Clear Creek Ecosystem Restoration Design Project through collaboration and the cooperation of federal, state and local agencies; tribes; interest groups; irrigation district; and other interested parties; and

WHEREAS, the Chelan County Natural Resources Department has the capability to provide the funding and in-kind contributions specified in the funding plan;

NOW, THEREFORE, BE IT RESOLVED that:

1. The Chelan County Natural Resource Director is authorized to make formal application to the U.S. Bureau of Reclamation for grant assistance and enter into a funding agreement;
2. The Chelan County Natural Resources Director has reviewed the application on behalf of Chelan County and supports the submittal of the application submitted; and
3. Chelan County certifies that the matching funds and in-kind support indicated in the grant application shall be provided if the grant application is successful;
4. The Natural Resource Director and staff will work with the U.S. Bureau of Reclamation to meet established deadlines for entering into a financial assistance agreement; and
5. This resolution becomes part of the grant application.

Dated this 20th day of May, 2024.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, CHAIRMAN

SHON SMITH, COMMISSIONER

TIFFANY GERING, COMMISSIONER

ATTEST:

ANABEL TORRES
CLERK OF THE BOARD



**Chelan County
Natural Resource Department**

May 20th, 2024

**To: Chelan County Commissioners
Wenatchee, Washington**

From: Hannah Pygott, Senior Natural Resource Specialist

**RE: Authorization to Advertise and Release Documents for Bid for the
Referenced Project (Action Items)**

Commissioners:

Presented herewith for your consideration is the "Invitation to Bid" for the **Lower Camas Meadows Restoration Project**.

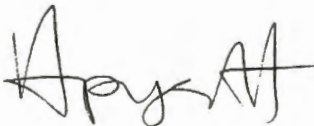
This contract provides for the removal of a 92" pipe arch culvert and installation of a 15'9" Span by 8' rise aluminum box culvert on Camas Creek. Channel grade control structures and a series of Engineered Log Jams (ELJ's) will also be installed throughout the project area. In accordance with the "Invitation to Bid" for this project, Bid Opening is scheduled for 11:00 AM or shortly thereafter on Monday June 17th, 2024. The allowed work window of the project is September 3rd through October 31st, 2024 with a substantial completion date of October 31st, 2024. The estimated range of probable cost for the base bid and all additive bid items is \$549,600.00 - \$607,400.00 excluding WSST.

This project is scheduled for advertisement pursuant with RCW 36.32.250 for Public Works contracts.

Recommendation:

It is recommended that the Chelan County Board of Commissioners authorize the Invitation to Bid and release of Bid Documents for the Chelan County Natural Resource Department's above referenced project.

Respectfully Submitted,



Hannah Pygott, Senior Natural Resource Specialist

INVITATION TO BID

Lower Camas Meadows Restoration Project

Sealed bids will be received by Chelan County at the Board of County Commissioners Chambers, Chelan County Administration Building, 400 Douglas Street, Wenatchee, Washington until Monday, June 17th, 2024, at 11:00 AM PDT for the Chelan County Natural Resources Project, “**Lower Camas Meadows Restoration Project**”.

Chelan County Natural Resources Project: Lower Camas Meadows Restoration Project, Chelan County, WA. This contract provides for the removal of a 92” pipe arch culvert and installation of a 15’9” Span by 8’ rise aluminum box culvert on Camas Creek. Channel grade control structures and a series of Engineered Log Jams (ELJ’s) will also be installed throughout the project area. This work includes, but is not limited to installation, maintenance and restoration of temporary construction access routes and staging areas; road closures and temporary traffic control as needed to safely deliver, handle, and stage equipment and materials as well as safely direct traffic around the project area; structure, channel, and roadway excavation; roadway grading and paving; temporary erosion and sediment control; design, procurement, and installation of the new road crossing structure; procurement, handling and installation of large wood within Camas Creek; protection of sensitive areas; construction surveying required to perform the aforementioned tasks; and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

All onsite work shall occur between the dates of September 3rd and October 31st, 2024 and the project shall be substantially complete no later than October 31st, 2024. The estimated range of probable cost is \$549,600 - \$607,400 excluding WSST.

A **Mandatory** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on June 6th, 2024 at 11:00 AM. Attendees should meet at the project site. From US- 97, turn onto Camas Creek Road and travel roughly 3 miles to the junction of Camas Creek Road and NF-7200. A minimum of one representative from each Prime Contractor that intends to submit a bid is required to attend.

A bid bond, certified check, or cashier’s check in the amount of 5% of the bid shall accompany all bids.

The County of Chelan in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, gender, color or national origin in consideration for an award.

All bids shall be marked “LOWER CAMAS MEADOWS RESTORATION PROJECT” on the outside of the envelope. The Board of County Commissioners reserves the right to reject any or all bids for cause.

Dated this ____ day of _____, 2024

BOARD OF CHELAN COUNTY COMMISSIONERS

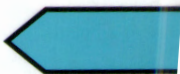
KEVIN OVERBAY, CHAIRMAN

ATTEST: ANABEL TORRES

SHON SMITH, COMMISSIONER

CLERK OF THE BOARD

TIFFANY GERING, COMMISSIONER



CHELAN COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC WORKS ISSUES

May 21, 2024

9:30 A.M. PUBLIC WORKS AGENDA
Public Works Director/County Engineer Eric Pierson

DISCUSSION ITEMS:

1. Contract with Wenatchee Petroleum for Supplying Gas and Diesel
2. Development and Deferred Payment Agreement for Frontage Improvements with Frank & Desiree Phelps
3. Development and Deferred Payment Agreement for Frontage Improvements with Jodene Collings
4. Franchise Agreement with Computer 5 dba LocalTel Communications
5. Franchise Agreement with Brennen Balcom
6. Table of Organization
7. Open Item

ACTION ITEMS:

1. Approve Contract with Wenatchee Petroleum for Supplying Gas and Diesel
2. Approve Development and Deferred Payment Agreement for Frontage Improvements with Frank & Desiree Phelps
3. Approve Development and Deferred Payment Agreement for Frontage Improvements with Jodene Collings
4. Approve Franchise Agreement with Computer 5 dba LocalTel Communications
5. Approve Franchise Agreement with Brennen Balcom
6. Approve Table of Organization

10:00 A.M. Flood Control Zone District
District Administrator Eric Pierson

Return Address:

Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801

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 the warranty contained in the document itself.

Document Title: Franchise Agreement
Grantor(s): Chelan County
Grantee(s): Brennen Balcom
Legal Description: N/A
Assessor’s Tax Parcel ID: N/A

Filed with the Auditor pursuant to RCW 39.34.040

**BOARD OF COUNTY COMMISSIONERS
CHELAN COUNTY, WASHINGTON**

RESOLUTION NO. 2024- _____

**GRANTING A FRANCHISE TO BRENNEN BALCOM FOR AN IRRIGATION LINE
ON COUNTY RIGHTS-OF-WAY**

WHEREAS, Chapter 36.55 of the Revised Code of Washington authorizes the Board of County Commissioners to grant franchises to persons or private or municipal corporations to use the right-of-way of county roads for construction and maintenance of waterworks, gas pipes, telephone, telegraph, fiber optic and electric lines, sewers and other such facilities; and

WHEREAS, Brennen Balcom has submitted a franchise application for the construction, operation, and maintenance of an irrigation line in county right-of-way as required by Chapter 8.25 Chelan County Code (CCC); and

WHEREAS, after due notice, the Board of County Commissioners held a public hearing on Brennen Balcom’s application, to hear public comment and consider whether to grant the requested irrigation line franchise to Brennen Balcom; and

WHEREAS, a franchise is a legislative authorization to use county road rights-of-way and actual construction and maintenance activities in the county road rights-of-way will be subject to administratively approved right-of-way permits after review of specific plans.

NOW, THEREFORE, BE IT RESOLVED:

Section 1

Chelan County Board of County Commissioners grants Brennen Balcom a franchise to construct and maintain irrigation facilities on Chelan County rights-of-way. The terms and conditions of the franchise are set out in **Schedule 1** and incorporated into this Resolution by reference. Together, this Resolution and **Schedule 1** are the “Franchise Agreement”.

Section 2

Brennan Balcom shall have sixty (60) days from the date of this Resolution to unconditionally accept the franchise by providing the Clerk of the Board:

- (i) The acceptance page (“Acceptance by Brennen Balcom”) of this franchise Resolution executed by Brennen Balcom; and
- (ii) Evidence of insurance as required by this Franchise Agreement; and
- (iii) Receipts, or other proof of payment of applicable costs and fees as set forth in Chelan County Code 8.90.020, Section IX-Utility Permits and Franchises.

If accepted by Brennen Balcom, the Effective Date shall be the later of the date of the signed Certification of Compliance with Conditions, or Ten (10) days from the date of this Resolution.

Section 3

Failure of Brennen Balcom to accept this Resolution as required by Section 2 above shall be deemed a rejection by Brennen Balcom of the Franchise and any grants and privileges provided thereby. The Board of County Commissioners may approve an extension of the acceptance period by Resolution, prior to the expiration date, upon request from Brennen Balcom.

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RESOLUTION APPROVED this ____ day of _____, 2024 in Wenatchee, Washington.

**BOARD OF CHELAN COUNTY
COMMISSIONERS**

KEVIN OVERBAY, Chairman

SHON SMITH, Commissioner

TIFFANY GERING, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

Dated: _____

APPROVED AS TO FORM

ROBERT SEALBY
Prosecuting Attorney

Dated: _____

ACCEPTANCE BY BRENNEN BALCOM:

With the authorized signature below, Brennen Balcom accepts the franchise granted by this Franchise Agreement. By accepting this franchise, Brennen Balcom, a private individual, agrees to be bound by the Franchise Agreement and to perform by the terms and conditions and as prescribed by law.

Dated: _____, 2024

By: _____

Printed Name: _____

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CERTIFICATION OF COMPLIANCE WITH CONDITIONS

I certify that I have received confirmation that: (1) Brennen Balcom returned a signed copy of this franchise to the Board of County Commissioners within the time provided in Section 2 of this franchise resolution; (2) Brennen Balcom presented to the County acceptable evidence of insurance as required in Schedule 1 of the franchise resolution; and (3) Brennen Balcom has paid all applicable costs and fees as set forth in Chelan County Code 8.90.020, Section IX-Utility Permits and Franchises.

Dated this _____ day of _____, 2024

By: _____
Clerk of the Board
Chelan County Commissioners

SCHEDULE 1

TO RESOLUTION NO. 2024-_____

**GRANTING A FRANCHISE TO BRENNEN BALCOM
FOR AN IRRIGATION LINE ON COUNTY RIGHTS-OF-WAY**

FRANCHISE AGREEMENT

SECTION 1 Parties to the Agreement

1.1 This Franchise Agreement is made by and between the County of Chelan, Washington, a municipal corporation (“County”), and Brennen Balcom, a private individual. Unless the Board of Commissioners is specifically identified as the actor, the County Engineer for Chelan County is the County representative and contact for purposes of this Franchise Agreement.

County Engineer
Chelan County Public Works Department
316 Washington Street, Suite 402
Wenatchee, WA 98801
Phone: 509.667.6415
Fax: 509.667.6250

1.2 **Brennen Balcom** is the contact for purposes of this Franchise Agreement.

Address:
330 Aria Lane
Wenatchee, WA 98801

Emergency Contact:
Cell: 206-581-1452
Alt:

1.3 Contact Information to be Kept Current. Changes in the above information shall be provided to the parties within ten (10) days of the change.

SECTION 2 Statement of Purpose

The purpose of this Franchise Agreement is to manage the use of public rights-of-way by utility providers in order to protect the public's rights, health, safety, and welfare. The parties agree that the rights-of-way can provide an efficient corridor for utility providers servicing the local community. Brennen Balcom would benefit from using the County rights-of-way for operating and maintaining a 2 inch PVC irrigation line. The County and Brennen Balcom, intending to be legally bound, agree as follows.

SECTION 3 Definitions

3.1 **Appurtenance(s)** means pipes or accessories, or both, which are used, or have been used for the irrigation line.

3.2 **"Brennen Balcom"** means Brennen Balcom, the private individual. When referencing work performed in the County right-of-way, including restoration, or disturbance of, obstruction of, or interference with the County right-of-way, "Brennen Balcom" shall include Brennen Balcom's contractors and any third parties performing any activity in the right-of-way on behalf of or instead of the Brennen Balcom, or with Brennen Balcom's knowledge, acquiescence, or authorization.

3.4 **Construct or construction** shall mean constructing, installing, laying, testing, removing, replacing, and repairing existing facilities and may include, but is not limited to, digging or excavating for those purposes.

3.5 **County** means Chelan County, Washington, a municipal corporation under the laws of the State of Washington.

3.6 **County Engineer** means the Chelan County Engineer.

3.7 **Facilities or system** means collectively, any and all parts of the 2 inch PVC irrigation line installed in the Right of Way.

3.8 **Franchise** means a license negotiated by the parties and granted by the County, entitling the recipient to occupy and use county road rights-of-way in accordance with state and federal law and county code.

3.9 **Maintenance or maintain** shall mean the work involved in the replacement and/or repair of Facilities, including constructing, upgrading, relaying, repairing, replacing, examining, testing, inspecting, removing, and vegetation management.

3.10 **MUTCD** means the Manual of Uniform Traffic Control Devices, including amended editions or a successor.

3.11 **Pothole** means to expose a utility by mechanical or vacuum excavation in order to visually verify its location.

3.12 **Right(s)-of-way** means present or future land owned in fee by Chelan County, or an easement, granted to the public of Chelan County. "Right-of-way" may include any surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-way and similar public property.

3.13 **Road** or **roadway** means that portion of a right-of-way improved, designed, or ordinarily used for vehicular travel.

For terms not defined in this section, the parties will use definitions provided in Chelan County Code Chapters 8.25 and 8.26 before looking to other definitions.

SECTION 4 Grant of Authority

4.1 The County, hereby grants to Brennen Balcom, this nonexclusive Franchise for its existing facilities within County rights-of-way.

4.2 This Franchise is non-exclusive. The County reserves all rights to its property, including, without limitation, the right to grant additional franchises, easements, licenses and permits to others to use the rights-of way and public properties, provided that the County shall not grant any other Franchise, license, easement or permit that would unreasonably interfere with Brennen Balcom's authorization and permitted use under this Franchise Agreement.

4.3 In addition to the terms and conditions of this Agreement, the privileges granted to Brennen Balcom is subject to all applicable laws and regulations, including Chelan County Code.

4.4 This Franchise shall in no manner prohibit the County or limit its power to perform work upon its rights-of-way or make all necessary changes, relocations, repairs, maintenance, establishments, improvements thereto, or from using any of the rights-of way, or any part of them, as the County may deem fit from time to time, including the dedication, establishment, maintenance and improvement of all new rights-of-way and other public properties of every type and description.

4.5 By granting this Franchise, the County is not assuming any risks or liabilities arising from this Franchise and any or all liabilities are solely and separately borne by Brennen Balcom. Brennen Balcom agrees and covenants to, at his sole cost and expense, take all necessary and prudent steps to protect, support, and keep safe from harm its facilities, or any part thereof, when necessary to protect the public health and safety.

4.6 This Franchise is only intended to convey a license for use. It is not a warranty of title or interest in County's rights-of-way. Nothing in this Franchise affects the County's jurisdiction over its rights-of-way.

4.7 This Franchise does not convey any right to Brennen Balcom to install any new system or appurtenances, without the express written permission of the County. This includes any neighbors or other parties wishing to install their own irrigation line. This Franchise is only for a single, 2 inch PVC irrigation line owned by Brennen Balcom.

SECTION 5 Legal Relations & Assignment

5.1 Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture or to impose a trust, partnership, or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

5.2 Brennen Balcom accepts the public rights-of-way in an "as is" condition. Brennen Balcom agrees that the County has never made any representations, implied or express warranties or guarantees as to the suitability, security or safety of Brennen Balcom's facilities within the rights-of-way, or possible hazards or dangers arising from other uses of the public rights of way by the County or the general public. Brennen Balcom shall remain solely and separately liable for the function, testing, maintenance, replacement and/or repair of the facilities or other activities permitted under this Franchise.

5.3 This Franchise Agreement is not assignable or by any other means transferable. Brennen Balcom shall not assign, transfer, or delegate any rights, privileges, or obligations conferred on Brennen Balcom by this Franchise; and any attempt to do so shall be considered a breach.

5.3.1 For purposes of this Agreement, Brennen Balcom's contracting, subcontracting, or otherwise engaging outside labor, design, consultation, support, or other services shall not be considered a delegation of obligations, provided that Brennen Balcom retains control and supervisory authority over the work being performed by such outside or contracted entity.

SECTION 6 Term

The Effective Date for this Agreement is established in the authorizing resolution executed by the Board of County Commissioners for Chelan County, **Resolution 2024-_____**. The term of this Franchise Agreement shall be twenty (20) years from the Effective Date, unless terminated prior to that date pursuant to the provisions for termination herein.

SECTION 7 Amendments and Modifications

Either party may request, in writing, an amendment or modification of this Agreement. However, any such mutually agreeable amendment or modification shall not be binding, take effect or be incorporated herein until having been properly passed by resolution of the Board of Commissioners following public hearing.

SECTION 8 Franchise Compensation

The County, in its role as trustee for the public rights-of-way, intends to determine reasonable compensation values for the valuable property rights granted by utility franchise agreements. As of the negotiation and execution of this Franchise Agreement, the Board of County Commissioners had not yet passed a resolution requiring compensation for utility franchises. Upon passage of a resolution requiring compensation for utility franchises, the parties shall amend this agreement to include mutually negotiated, compensation terms within 180 days from the date of the Board of Chelan County Commissioners' executed resolution requiring compensation. Failure by the parties to amend this Agreement within the 180 day negotiation period as required by this Section 8 shall cause this Franchise to expire effective the next calendar day.

SECTION 9 Compliance with Laws and Standards

9.1 The County and Brennen Balcom agree that all activity shall comply with applicable federal, state, and local laws, codes, and regulations, as now may be in force or as may be further enacted or amended, including, but not limited to, the State Environmental Policy Act and Chelan County Code.

9.3 In the case of any express conflict between the terms of this Franchise Agreement and the terms of the County's ordinances, codes, regulations, standards and procedures, this Franchise Agreement governs.

9.4 In the event of noncompliance or refusal to comply with any applicable law, regulation, or rules by Brennen Balcom, or its contractors, the County may modify or terminate the Franchise Agreement in whole or in part in its sole discretion. Brennen Balcom is responsible for all costs or liability arising from its failure, and that of its contractors, to comply with applicable laws, regulations, or rules.

SECTION 10 Permits

10.1 Brennen Balcom shall obtain *Work in Chelan County Right-Of-Way or Property* Permits ("WRW Permit") prior to conducting work in the right-of-way, **PROVIDED** that in the case of emergency repairs, work may commence prior to Brennen Balcom receiving the WRW Permit in order to protect health, safety or property. In the case of an emergency repair or response, Brennen Balcom shall (1) contact the Chelan County Engineer as quickly after becoming aware of the emergency as possible; (2) take all necessary and prudent steps to protect, support, and keep safe from harm its facilities, or any part thereof; County's property; or other persons or property, and to protect the public health and safety; and (3) as soon as possible thereafter, must obtain the required permits and comply with any mitigation requirements or other conditions in the after-the-fact permit.

10.2 The County makes no promises or guarantees that Brennen Balcom applications will be approved within a certain timeframe. The County shall make all reasonable efforts to review WRW permit applications in a timely fashion and not to unreasonably delay Brennen Balcom's planned projects. Except in the instance of an emergency response or repair as addressed by

Section 10.1, Brennen Balcom shall submit WRW permit applications at least seven (7) calendar days prior to the desired work start date.

10.3 WRW permit applications must include detailed plans, including traffic control plans, to protect the public health and safety during the construction and/or maintenance work and for the remaining term of this Franchise.

10.4 Except in the instance of an emergency response or repair as addressed by **Section 10.1** herein, if Brennen Balcom fails to apply for a required permit, or to abide by all terms and conditions of issued permits, the County may deny any and all future WRW permit applications until Brennen Balcom complies with such requirements. In the event Brennen Balcom fails to apply for a required permit, Brennen Balcom shall, upon request by the County Engineer, accommodate County inspection of the work performed, such accommodation to be the sole responsibility and expense of Brennen Balcom. Accommodations may include, but are not limited to excavation or potholing of work sites, traffic and safety control, interruptions to Brennen Balcom service. Upon inspection, the County Engineer may require alteration or removal of facilities that would not have met the conditions of a properly obtained WRW permit.

SECTION 11 Standards of work performed in the Right-of Way

11.1 Brennen Balcom shall comply with all terms, conditions, standards and insurance coverages which may be required under this Franchise, approved permits, or both and shall, at all times, comply with the following requirements, whether or not stated in any permit:

11.1.1 Brennen Balcom shall comply with the most recent Road Cut Repair Standards and Requirements adopted by the County, and to the satisfaction of the County Engineer.

11.1.2 Brennen Balcom shall perform all work in compliance with industry safety standards and federal, state, and county laws, regulations, and codes applicable to the work, including the USDOT “Manual on Uniform Traffic Control Devices for Streets and Highways” (MUTCD), in effect in Washington, for all signage, barricades, and traffic control in the vicinity of the work. Brennen Balcom is solely responsible for traffic management during the performance of any work undertaken in the rights-of-way. It is the responsibility of Brennen Balcom to ensure that traffic management ensures safety to the traveling public and does not interfere with County operations. When traffic management requires detour, or other significant change to traffic flow, Brennen Balcom shall coordinate the timing, location, and other specifics of traffic management with the County as part of the WRW Permit application and approval, and not later than Forty-two (42) hours prior to the commencement of work.

11.1.3 All work performed by Brennen Balcom shall comply with the requirements of the Americans with Disabilities Act of 1990 (ADA), as amended.

11.1.4 On completion of work, Brennen Balcom shall, without delay, and at Brennen Balcom’s sole expense, remove all debris and restore the surface as nearly as possible to

as good or better condition as it was in before the work began. Such restoration shall include necessary paving, patching, grading, and any other resurfacing necessary, and be done in a manner consistent with applicable codes and laws, under the supervision of the County and to the County Engineer's satisfaction and specifications.

11.1.5 Brennen Balcom, at his sole expense, shall make changes or repairs as directed by the County Engineer, in the event that any work done by Brennen Balcom interferes with the drainage of a County road, right-of-way, or other County property. Brennen Balcom is responsible for the costs of any damages to the road, right-of-way, or other County property caused by the interference in drainage and shall work with the County as directed by the County Engineer to mitigate such damages, when possible. Brennen Balcom is wholly responsible and shall indemnify and defend the County against any claims made by third-parties for damages resulting from the Brennen Balcom's interference with drainage of a County road, right-of-way, or other County property.

11.1.6 Brennen Balcom shall make all reasonable attempts to coordinate work with other franchisees to minimize road cuts, traffic interference or diversion, lane closures, or interference with existing facilities. The County will work with franchisees to facilitate this coordination, but is not responsible for instigating, mandating, arbitrating, or enforcing such coordination. The County is not liable for any new or increased costs to a franchisee resulting from a failure to coordinate work in rights-of-way.

11.1.7 Within thirty (30) days of completing any maintenance or construction, installation or relocation, or any other substantial activity under this Franchise Agreement, Brennen Balcom shall provide to the County updated and corrected as-built drawings if requested showing the location, depth and other characteristics of the facilities.

11.1.8 Brennen Balcom shall be solely and completely responsible for workplace safety and safe working practices on its job sites, including safety of all persons and property during the performance of any work.

11.2 All of Brennen Balcom's equipment which is used in the operation, maintenance, repair, or construction of his facilities and which is located within the County road right-of-way shall be considered to be part of his facilities and shall be his responsibility.

11.3 Nothing in this Franchise shall be deemed to impose any duty or obligation upon the County to determine the adequacy or sufficiency of Brennen Balcom's plans and designs or to ascertain whether Brennen Balcom's proposed or actual construction, testing, maintenance, repairs, replacement or removal is adequate or sufficient or in conformance with the plans and specifications submitted to the County.

11.4 County reserves the right to require financial assurance, such as a performance bond, for the estimated amount for repairs at the sole discretion of the County Engineer.

SECTION 12 Emergency Work in the Right-of Way and Emergency Management Plan

12.1 Brennen Balcom shall comply with the requirements and standards for work identified in **Section 11** above when performing emergency work in the right-of-way regardless of the timing of the work in relation to the appropriate permitting.

12.2 Notice of Emergency Work:

12.2.1 Brennen Balcom shall make immediate contact with the County, alerting it to the emergency and providing all available information related to the location, and the work to be performed.

12.2.2 If initial contact is verbal, as promptly as reasonably possible Brennen Balcom shall provide written notice of any information conveyed to the County verbally, and any new or changed information since the initial contact was made. E-mail is acceptable written notice for this requirement.

12.2.3 Identify and contact any other franchise holders that may be impacted by the emergency, or by Brennen Balcom's emergency response work.

12.2.4 Brennen Balcom shall cooperate with the County and respond as quickly as possible to minimize damage and to secure life, health and safety of the public.

SECTION 13 Failure to Restore Right-of Way

13.1 If Brennen Balcom, his agents or its contractors, fails to restore any County road right-of-way to the requirements of the Road Cut Repair Standards and the standards included in Section 11 of this Agreement, - to the satisfaction of the County Engineer, the County may, after 20 days written notice make such repairs or restorations as are necessary to return the County road rights-of-way to pre-work condition. The County may repair the deficiency without prior notice to Brennen Balcom if, in the reasonable opinion of the County Engineer, the deficient restoration appears to present immediate danger to public safety, health, or property. The County shall notify Brennen Balcom of such repair as soon as reasonably able.

13.2 Brennen Balcom shall be responsible for reimbursing the County for any and all costs and expenses incurred by the County to correct, repair or otherwise restore the right-of-way, or otherwise perform Brennen Balcom's obligations under this Franchise Agreement. Brennen Balcom shall pay the County within 90 days, of receipt of an itemized bill for repair or restoration, including costs of labor and equipment. If the County brings suit upon Brennen Balcom's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of the County, then Brennen Balcom shall pay all of the actual costs, including interest from the date the bill was presented, disbursements, and reasonable attorneys' fees and litigation-related costs incurred.

SECTION 14 Prohibition on Trenching

The County reserves the right to prohibit open trenching for five (5) years following a street overlay or improvement project. Required trenching due to an emergency will not be subject to this trenching prohibition.

SECTION 15 Installation of Facilities

15.1 Brennen Balcom shall locate facilities to not interfere with roadway traffic, access to other utilities, or future roadway improvements, and to minimize the need for later adjustment or relocation. Brennen Balcom shall install facilities so that they do not interfere with existing improvements, equipment, facilities and systems, the free and safe passage of vehicles and pedestrian traffic, and ingress or egress to and from the abutting property.

15.2 Locations of new or relocated Brennen Balcom facilities shall be approved by the County in writing as a condition of the WRW permit. Brennen Balcom shall not deviate from the approved installation location without prior written approval of the change by the County Engineer.

15.3 All underground lines will be installed with an applicable Underground Detectable Tape above in aiding in locating facilities. All Underground Detectable Tape shall be installed per the manufacturers recommendations and use appropriate color tape for the facility (blue for irrigation water).

SECTION 16 Undergrounding & Above Ground Facilities

16.1 Brennen Balcom shall locate facilities underground in conformity with county codes, laws, regulations, agency orders, and industry standards. Nothing in this Agreement excepts, shifts or otherwise changes the requirements of RCW 19.122, Underground Utilities. Responsibility to comply with RCW 19.122, including but not limited to reporting and notice requirements, is the sole responsibility of Brennen Balcom.

16.2 Where above ground facilities are required, Brennen Balcom shall locate or re-locate above ground utilities as close as possible to the right-of-way line to ensure that they are at the farthest location from the highway, unless alternative placement is approved by the County Engineer.

SECTION 17 Record of Facility Locations

Brennen Balcom shall maintain full, current and complete records showing the exact location, and size of Facilities in the County rights-of-way. Records must include Facilities whether or not still in use, as well as historic facilities abandoned in place. These records are subject to inspection by County officials, employees and agents. Upon the County's request, Brennen

Balcom shall produce a copy of these records, or responsive portion, in hard copy, or digital files as prescribed by the County Engineer, and at no cost to the County.

SECTION 18 Locating and Potholing of Facilities

18.1 During a project’s design phase, if the project construction may impact Brennen Balcom’s facilities, the County shall consult with Brennen Balcom as to the potential impacts. At the County’s written request, which may be by letter or email, Brennen Balcom shall locate facilities in the project zone, which locating may include the requirement to pothole at locations specified by the County. Unless a later completion date is specified in the written request, Brennen Balcom shall complete potholing within five (5) business days from the date of the request, **or** provide location and “as-built” data pertaining to the requested facilities.

18.2 The County Engineer may require potholing, despite receipt of location and “as-built” data, if in the County Engineer’s sole discretion additional information is necessary to the County’s planning and design. If the County Engineer determines potholing is still necessary, Brennen Balcom shall complete potholing within five (5) business days of the County notifying Brennen Balcom that potholing is still necessary.

18.3 If the location information is not received within the timeframes identified in this **Section 18**, Brennen Balcom may be financially responsible for delay costs incurred by the County or its Contractors.

18.4 Nothing in this Agreement modifies or waives Brennen Balcom’s statutory requirements under RCW 19.122-Underground Utilities.

SECTION 19 Relocation, Removal or Alteration of Facilities

19.1 At any time, the County Engineer may determine that Brennen Balcom’s Facilities must be removed, relocated, or altered.

19.2 The County Engineer shall provide written notice of the determination not less than one hundred eighty (180) calendar days before Brennen Balcom is required to have the Facilities removed, relocated or altered. Brennen Balcom shall remove, relocate, or alter the Facilities as directed by the County Engineer by the work completion date included in the written notice. If 180-day notice to remove or relocate is not feasible, the County shall provide Brennen Balcom with as much notice as is reasonably practicable.

19.3 Brennen Balcom shall relocate or remove facilities in a manner that accommodates the County’s work and causes the least interference with the right-of-way and public travel. Unless otherwise provided by law, the costs and expenses associated with relocations ordered by the County are the sole responsibility of Brennen Balcom.

SECTION 20 Failure to Relocate or Remove Facilities

20.1 County road construction and improvements are the highest priority use of its public rights-of-way. Road projects often require logistic and monetary coordination of multiple public and private entities. These projects might be the beneficiary of grant funding. Due to the nature of these projects, construction and finance schedules must be adhered to. The County may not have the ability to alter timelines, or accommodate delays without risking the failure of a project. For these reasons, it is of the utmost importance that Brennen Balcom act timely to remove or relocate Brennen Balcom Facilities as directed by the County.

20.2 The County strives to communicate and coordinate with franchisees as early as possible when relocation or removal of facilities may be required. It is Brennen Balcom's responsibility to coordinate necessary permitting, planning, traffic management, and on-site work in a manner that does not conflict with County construction, or the work of other franchisees.

20.3 If Brennen Balcom fails to complete a removal or relocation of Facilities within the time specified by the County Engineer, the County, in its sole discretion, may remove or relocate the Facilities. The County is not liable for any damage to the Facilities, or interruption or loss of service due to the relocation or removal. If the County removes or relocates Facilities, then Brennen Balcom shall reimburse the County for all costs and expenses of the work performed, including, but not limited to rental charges for County equipment, the actual cost of labor including the then current hourly rate of the employee providing services, plus all FICA, Medicare, PERS, workmen's compensation, unemployment, group health insurance premiums and all other employee benefits and employer taxes, fuel and materials costs, or both fuel and materials, and an amount equal to ten percent (10%) of reimbursable charges as reimbursement of direct and indirect administrative, accounting and clerical services.

20.4 If Brennen Balcom fails to complete removal, relocation or alteration of Facilities, and the County accrues delay charges from third-parties as a result of the failure, Brennen Balcom shall promptly reimburse the County for the amount of the charges.

20.5 The provisions of this section shall survive the expiration or termination of this Franchise Agreement, so long as Brennen Balcom has facilities located in the rights-of-way, and the right-of way is owned, controlled, or both, by the County.

SECTION 21 Survey Markers and Monuments

21.1 Brennen Balcom is responsible to comply with requirements for RCW 58.04.015, RCW 58.09.130, and Washington Administrative Code (WAC) Section 332.120. Brennen Balcom shall, obtain permits related to survey markers and monuments, engage licensed surveyors as required by state law, code, or permit conditions, replace all markers or monuments lost, destroyed, disturbed during Brennen Balcom's work.

21.2 When necessary, Brennen Balcom shall establish two or more reference marks to all monuments and markers of every nature relating to subdivisions, plats, rights of way, and all other surveys within Brennen Balcom's work areas. The reference points shall be located so that

they will not be disturbed during any of the Brennen Balcom's operations under this Franchise. Brennen Balcom shall submit the reference method to the County Surveyor for approval before placing any markers.

SECTION 22 Disclaimer of Liability for Brennen Balcom's Property

The County is not responsible for damage to Brennen Balcom's property, equipment, facilities, or appurtenances located in County rights-of-way.

SECTION 23 Facility Maintenance

23.1 Brennen Balcom shall, at his sole expense, maintain its Facilities located within County right-of-way in a condition reasonably satisfactory to the County Engineer.

23.2 Brennen Balcom shall maintain its above-ground facilities within the County right-of-way so as not to unreasonably interfere with County's maintenance of its right-of-way nor the free and safe passage of traffic.

SECTION 24 Abandonment in place, Removal

24.1 Brennen Balcom shall notify the County Engineer each time it intends to discontinue use of, or abandon any of its facilities located in the County's rights-of-way. The County Engineer shall determine if the abandoned facilities may be rendered safe to abandon in place and direct Brennen Balcom on what will be required. In the County Engineer's sole discretion, the County may require Brennen Balcom to remove any lines, wires, pipes, whether the entire facility, or portions thereof, as is reasonably necessary for health, welfare, safety, or convenience. Cost of the removal, the required alterations, or both, for abandonment is the sole responsibility of Brennen Balcom.

24.2 If Brennen Balcom fails to render safe for abandonment or remove facilities as directed by the County, or fails to adequately restore the Franchise Area, or complete other mutually agreed upon action(s), the County may, after notice to Brennen Balcom remove the Facilities, restore the premises, and take other action as is reasonably necessary at Brennen Balcom's expense. This remedy shall not be deemed to be exclusive and shall not prevent the County from seeking a judicial order directing that the Facilities be removed.

24.3 Brennen Balcom's obligations under this Franchise Agreement, including but not limited to insurance, liability, indemnification, maintenance and emergency response, shall remain in effect and applicable to any Facilities, regardless of use by Brennen Balcom, or internal classification as abandoned, until such time that the Facilities have been removed, or rendered safe to abandon to the satisfaction of the County.

24.4 The parties expressly agree that **Section 24** shall survive the expiration, revocation or termination of this Franchise Agreement.

SECTION 25 Hazardous Conditions

25.1 Whenever Facilities or operations of Brennen Balcom cause or contribute to a condition that appears to endanger any person or property, substantially impair the lateral support of the adjoining right-of-way, property or public resources, or otherwise adversely affect the safety, use, or stability of a public way or drainage channel, the County Engineer may direct Brennen Balcom to repair or eliminate such condition or operation to eliminate the hazard. Direction by the County Engineer may include compliance within a specified time period.

25.2 If the County Engineer identifies a hazardous condition caused by the operation of Brennen Balcom's facilities, the County Engineer shall attempt to contact Brennen Balcom. The County Engineer may eliminate the hazardous condition in order to minimize damage or to secure life, health and safety. Brennen Balcom shall be responsible for the prompt payment of any costs incurred by the County to eliminate the hazard. If Brennen Balcom has posted a bond, or other financial assurance related to this franchise, the County Engineer shall have the authority to forfeit a posted bond or other security to recover the costs incurred. If the County seeks forfeiture of a bond, then the County shall give Brennen Balcom thirty (30) days written notice of the forfeiture and an accounting of the amount the County believes is owed.

SECTION 26 Hazardous Wastes, Substances

Brennen Balcom, its agents, or contractors shall not cause the release of any hazardous substance, waste, or pollutant or contaminant (as defined by applicable law) into or upon any County right-of-way in violation of any state or federal law. Brennen Balcom shall notify the County and the State Department of Ecology in writing of a release. Brennen Balcom shall be solely liable for any and all consequences of a release, including liability under any federal or state statute or at common law. Brennen Balcom indemnifies the County and releases the County from any and all liability resulting from a release. Brennen Balcom is responsible for the performance and cost of any clean up, remediation, or restoration required by any government agency. Brennen Balcom shall reimburse any costs and expenses incurred by the County as the result of a release in violation of any state or federal law. If Brennen Balcom, its agents or contractors, cause the release of any hazardous substance, waste, or pollutant or contaminant, the County may immediately terminate all rights granted to Brennen Balcom by the Franchise Agreement and take whatever steps the County deems appropriate to cure any harm caused by the release. Termination in the event of release is not subject to the requirements of **Sections 27 & 28** of this Agreement.

SECTION 27 Dispute Resolution

27.1 If a dispute or claim arises between the County and Brennen Balcom due to the interpretation of this Franchise Agreement, or to the parties' performance of duties and obligations pursuant to this Franchise Agreement, the faultfinder ("claimant party") shall send written notice of the claim or dispute ("Notice of Claim") to the other party ("respondent party"). The Notice of Claim must include identification of a Representative authorized by the claimant party to negotiate settlement of the dispute on their behalf.

27.2 Within ten (10) business days of receipt of the Notice of Claim, the respondent shall submit a written response to the claimant party. The response must include:

- a) A brief answer to the claims or disputed issues contained in the Notice of Claim; and
- b) Identification of the Representative that is authorized on behalf of the respondent party to negotiate settlement.

27.3 The parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Franchise Agreement through negotiations between Representatives from each party. The negotiating Representatives shall have authority from their respective organizations to agree to a written settlement agreement that might amend the terms of this Franchise Agreement.

27.4 If the dispute cannot be settled within thirty (30) days from the Notice of Claim, date on which either party has served written notice on the other of the dispute then the parties are free to avail themselves of any other remedy at law or in equity.

SECTION 28 Breach

28.1 If a claim or dispute arises from a party's default of the Franchise Agreement, the defaulting party shall have thirty (30) days from the Notice of Claim ("corrective period") to settle the claim, pursuant to **Section 27.1**, cure the default, or both. Unless otherwise excepted from **Sections 27 & 28**, a party is not in breach of this Agreement unless the default exists after the thirty (30) day correction period.

28.2 If any default exists after the thirty (30) day correction period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Agreement, terminate this Franchise.

28.3 A party's inaction to enforce its rights under this Franchise Agreement is not a waiver of its right to enforce this Franchise Agreement.

SECTION 29 Notice of Intent to Modify or Terminate

29.1 The Commission may modify this franchise as recommended by the County Engineer, in the event that Brennen Balcom breaches the terms of this Franchise Agreement. Chelan County shall include notice of the intended modification with the Notice of Claim, unless the breach is excluded from the requirements of **Sections 28 & 29**.

29.2 The Commission may terminate this franchise as recommended by the County Engineer, in the event that Brennen Balcom breaches the terms of this Franchise Agreement. Unless the breach is excluded from the requirements of **Sections 28 & 29**, a public hearing shall be scheduled within thirty (30) days of the Notice of Claim. Following public hearing, the Commission may approve termination of the Franchise Agreement, termination to be effective no less than ninety (90) days from the date of the Commission’s approval.

29.3 In the event that this Franchise Agreement is terminated, either for breach or failure to re-new, removal of the Brennen Balcom’s Facilities shall be completed within one hundred and eighty days (180) from the effective date of termination.

29.4 If Brennen Balcom is required to remove its Facilities and fails to do so, fails to adequately restore the Franchise Area, or both, or fails to complete other mutually agreed upon action(s), County may, after notice to Brennen Balcom, remove the Facilities, restore the premises, and take other action as is reasonably necessary at Brennen Balcom’s expense. This remedy shall not be deemed to be exclusive and shall not prevent the County from seeking a judicial order directing that the Facilities be removed.

29.5 The parties expressly agree that **Section 29.4** shall survive the expiration, revocation or termination of this Franchise.

SECTION 30 Annexation & Road Vacation

30.1 If the County’s right-of-way or portion thereof, is annexed or condemned, the County’s successor shall be subject to Brennen Balcom’s occupancy to the extent allowed by law.

30.2 If at any time the County vacates any right-of-way covered by this Franchise, the County shall not be held liable for any damages or loss to Brennen Balcom by reason of the vacation.

SECTION 31 Renewal

If Brennen Balcom elects to renew this Agreement, Brennen Balcom shall submit a written franchise application to the County at least one hundred twenty (120) days prior to the franchise expiration date.

SECTION 32 Other Activities Regulated by Chelan County Code

This Agreement does not authorize Brennen Balcom to engage in any other activities regulated by Chelan County Code not specifically included herein.

SECTION 33 Release of Liability

Brennen Balcom, agrees to release the County, it’s elected and appointed officials, officers, and employees, of liability from all claims, demands, damages, expenses or suits that:

(1) arise out of or are incident to use of County right-of-way by Brennen Balcom, his agents, contractors or employees.; or

(2) are caused by the default of any terms and conditions of this Agreement by Brennen Balcom, its officers, agents, contractors or employees.

SECTION 34 Indemnity

34.1 General Indemnification. Brennen Balcom, including its assigns, agents, licensees, contractors and employees, agrees to indemnify, defend and save the County harmless from and against any and all liability, loss, damage, expense, actions and claims, either at law or in equity, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by the County in defense thereof, arising directly or indirectly from Brennen Balcom's construction, installation, maintenance, operation, use, location, testing, repair, or abandonment, occupancy of the right-of-way or from the existence of Brennen Balcom's Facilities and the material contained in, supplied by or transferred through the Facilities, including the reasonable costs of assessing such damages and any liability for costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages. If any action or proceeding is brought against the County arising from Brennen Balcom's franchise, Brennen Balcom shall defend the County at Brennen Balcom's complete expense, provided that, for uninsured actions or proceedings, defense attorneys shall be approved by the County, which approval shall not be unreasonably withheld.

34.2 Environmental Indemnification. Brennen Balcom, including its assigns, agents, licensees, contractors and employees, agrees to indemnify, defend and save the County harmless from and against any and all liability, loss, damage, expense, actions and claims, either at law or in equity, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by the County in defense thereof, arising directly or indirectly from (a) Brennen Balcom's breach of any environmental laws applicable to the Facilities or (b) from any release of a hazardous substance on or from the Facilities or (c) other activity related to this Franchise by Brennen Balcom, his agents, contractors or subcontractors. This indemnity includes but is not limited to (a) liability for a governmental agency's costs of removal or remedial action for hazardous substances; (b) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to hazardous substances; (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws; and (e) liability for personal injury, property damage, or economic loss arising under any statutory or common-law theory.

34.3 Administration of this Franchise Agreement does not create any liability on the part of the County, its appointed and elected officials, officers, and employees. Inspection or acceptance by the County of any work performed by Brennen Balcom is not grounds for Brennen Balcom to avoid its indemnity obligations.

34.4 Brennen Balcom waives immunity under Title 51 RCW in any cases involving the County and affirms that the County and Brennen Balcom have specifically negotiated this provision, to the extent it may apply. This Franchise Agreement shall not create any duty of the County or any of its officials, employees or agents and no liability shall arise from any action or failure to act by the County or any of its officials, employees or agents in the exercise of powers reserved to the County. Further, this provision is not intended to acknowledge, create, imply or expand any duty or liability of the County with respect to any function in the exercise of its police power or for any other purpose. Any duty that may be deemed to be created in the County shall be deemed a duty to the general public and not to any specific party, group or entity.

SECTION 35 Provisions Survive Termination of Agreement

The parties expressly agree that **Sections 33 & 34** shall survive the expiration, revocation or termination of this Franchise Agreement.

SECTION 36 Insurance

36.1 Brennen Balcom shall maintain general comprehensive liability insurance naming the County as an additional insured with limits no less than one million dollars (\$1,000,000.00) for each occurrence of bodily injury liability or property damage liability.

36.2 The coverage amount requirements may be met by a combination of underlying and umbrella policies if the limit is met by the combination of policies.

36.3 Any supplemental insurance, self-insured retention, deductibles, or risk retention trusts maintained, or participated in by Brennen Balcom are in excess and not contributory to the minimum insurance requirement of **Section 36.1**. All liability insurance policies will be endorsed to show this additional coverage.

36.4 Brennen Balcom shall provide County with proof of the required insurance on, or prior to January 1st annually, and as otherwise required by this Franchise Agreement.

36.5 Failure to obtain or maintain the required insurance policy or lapse of insurance coverage is an automatic breach of the Franchise Agreement and the County may terminate all rights granted to Brennen Balcom immediately and without obligation of **Section 27** dispute resolution or periods for correction pursuant to **Section 28**.

SECTION 37 Non-discrimination

Services or activities, and all hiring or employment made possible, or resulting from this Agreement, there is no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, religion, ancestry, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement includes, but is not limited to: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection

for training, including apprenticeship. Any violation of this provision is an automatic breach of the Franchise Agreement and the County may terminate all rights granted to Brennen Balcom immediately and without procedural requirements of **Sections 27 & 28** of this Franchise Agreement.

SECTION 38 Governing Law and Venue

This Franchise Agreement is governed by the laws of the State of Washington. Legal action arising from this Agreement must be brought in the Superior Court for Chelan County, Washington, or in the case of a federal action, in the United States District Court for the Eastern District of Washington.

SECTION 39 Attorney Fees

In the event either party initiates legal action to enforce this Franchise Agreement, then each party will pay its own attorney's fees and costs incurred.

SECTION 40 Notice

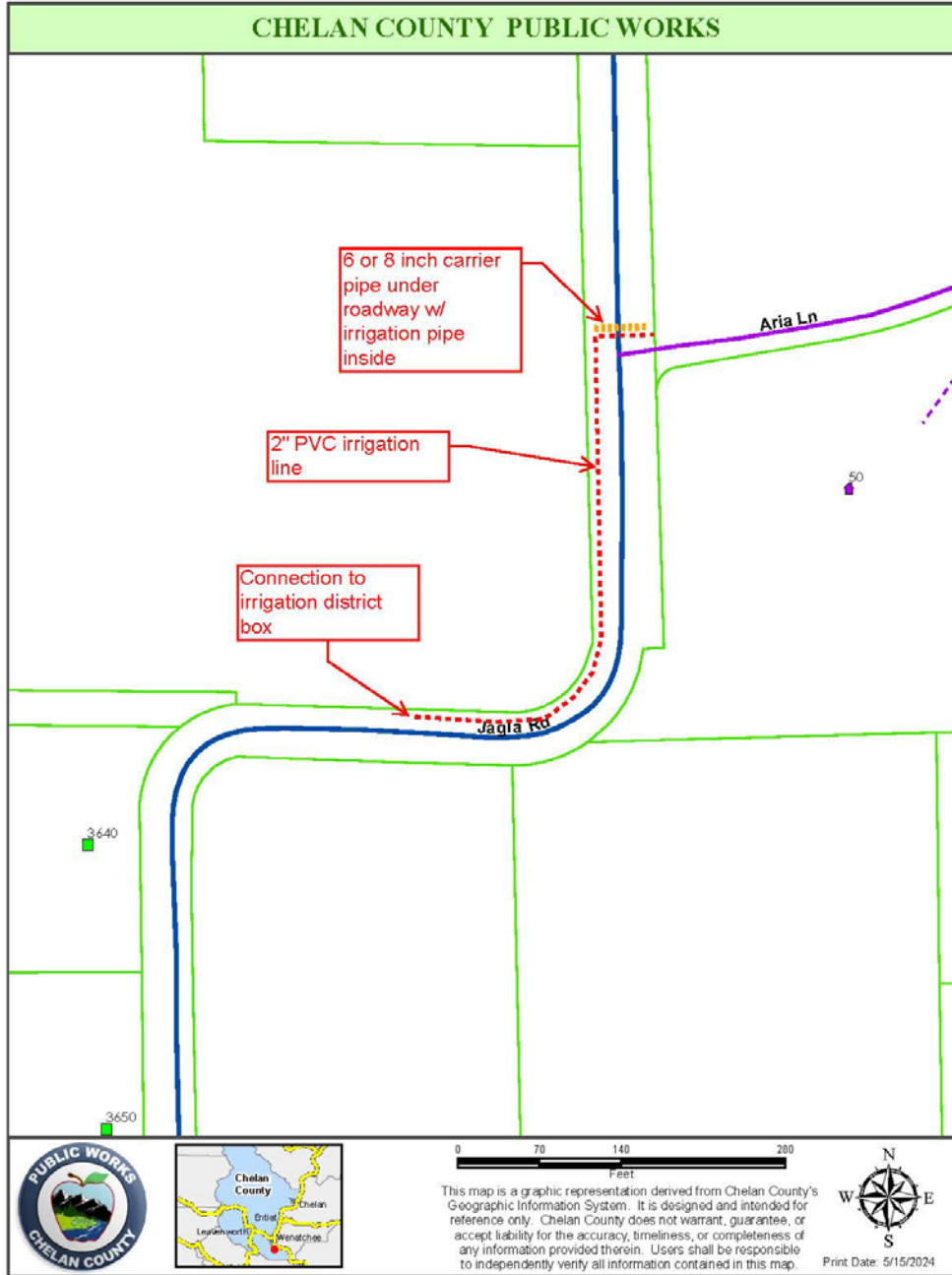
Notice (other than legal process) provided for in this Agreement must be sent via certified mail, return receipt requested, facsimile (fax) or email to the receiving party's representative or delivered personally to the receiving party's representative with notice deemed given upon receipt or first refusal.

SECTION 41 Severability

This Franchise Agreement gives effect to purposes and uses which are consistent with economical and efficient services rendered in the public interest. If any section, subsection, paragraph, sentence, clause, phrase, or provision of this Franchise or its application is determined to be invalid by a court of law, then the remaining provisions of this Franchise Agreement continue and remain valid, except in the event the public interest is no longer served.

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Exhibit 1 FRANCHISE BOUNDARIES



After filing return to:
Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801

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 the warranty contained in the document itself.	
Document Title:	Development & Deferred Payment Agreement — SP 2023-370
Grantor(s):	Frank & Desiree Phelps
Grantee(s):	Chelan County
Legal Description:	City of Manson LOW LINE NO 2 LOT 74 LOT B BLA 2019-084 BA#97- 57 0.8900 ACRES
Assessor's Parcel ID:	<u>28 21 35 681 460</u>
Recorded with the Chelan County Auditor pursuant to RCW 36.70B.190 and Chelan County Code § 14.18.040(5).	

**BOARD OF COUNTY COMMISSIONERS
Chelan County, Washington**

RESOLUTION NO. 2024-_____

**DEVELOPMENT & DEFERRED PAYMENT AGREEMENT
BY AND BETWEEN CHELAN COUNTY AND FRANK & DESIREE PHELPS
FOR SP 23-370 FRONTAGE IMPROVEMENTS**

This Development & Deferred Payment Agreement is made and entered into by and between Chelan County, and Frank & Desiree Phelps (“Owner”).

I. RECITALS

WHEREAS, RCW 36.70B.170 and Chapter 14.18 CCC authorize development agreements between property owners and the county; and

WHEREAS, Chelan County Department of Community Development issued *Findings of Fact*,

Conclusions of Law, Decision and Conditions of Approval for SP 23-370 (Decision) on October 5, 2023; and

WHEREAS, SP 23-370 is located within the Urban Growth Area (UGA) of the City of Manson; and

WHEREAS, paragraph 10.2 of the Conditions of Approval in the Decision requires ½ street improvements to Boetzkes Avenue to meet Chelan County’s Urban Road and Development Standards; and

WHEREAS, the Owner requested a development agreement pursuant to Chapter 14.18 of the Chelan County Code (CCC) that they may, pay their proportionate cost in lieu of constructing the required improvements to Boetzkes Avenue as allowed by the Conditions of Approval; and

WHEREAS, the parties anticipate that adjacent segments of Boetzkes Avenue are planned to be improved by the county when sufficient funding is available; and

WHEREAS, there presently is no public project design for improvement of Boetzkes Avenue adjacent to the Owner’s property and any frontage road improvements made by the Owner will, more likely than not, be removed and reconstructed to facilitate construction of a public road improvement project; and

WHEREAS, the parties agree that to avoid economic waste and in lieu of the Owner making improvements, the Owner, their successors and assigns, or some combination thereof shall be permitted to defer payment of the costs of the required frontage improvements at such time they are constructed as a part of a public or private improvement project(s); and

WHEREAS, Chelan County Director of Community Development and Chelan County Director of Public Works do herein recommend **approval** of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the parties do hereby promise, covenant and agree as follows:

II. GENERAL PROVISIONS

Section 1. *Parties to this Development Agreement.* The parties to this Development Agreement are:

- 1.1. “Owner” shall include Frank & Desiree Phelps, any person or company who may acquire any portion of the Property, including the Owners’ heirs, successors, and assigns, and who shall be subject to the provisions of this Development Agreement, or any combination thereof.
- 1.2. “County” is Chelan County, 400 Douglas Street, Suite 201, Wenatchee, WA 98801.

Section 2. *Definitions.* The following terms, phrases, and words shall have the meaning in this Development Agreement as set forth below:

2.1. “Adopting Resolution” means the Board of County Commissioners resolution approving this Development Agreement, as required at RCW 36.70B.200.

2.2. “Board” means the duly elected Board of County Commissioners for Chelan County.

2.3. “Decision” or “Conditions of Approval” means the *Findings of Fact, Conclusions of Law, Decision and Conditions of Approval for SP 23-370*, issued on October 5, 2023 by the Chelan County Community Development Director.

2.4. “Effective Date” means the effective date of the Adopting Resolution.

2.5. “Frontage Road Improvements” means road widening, curb, gutter, and sidewalk improvements in the public road right-of-way adjacent to the Property.

Section 3. *The Property.* The subject Property is approximately 0.89 acres located at 950 Boetzkes Avenue in the City of Manson UGA within Chelan County. The Chelan County Assessor Parcel Numbers are **28 21 35 681 460** and the Property is more fully described and depicted pursuant to the legal description attached hereto as **Exhibit A**. The property is presently owned by Frank & Desiree Phelps in fee.

Section 4. *The Project.*

4.1. The Project is the proposed subdivision, and/or development of the Property, as authorized by the Decision, incorporated herein by reference, and as provided for in all associated permits and approvals, and all incorporated exhibits.

4.2. The Project is a private undertaking. It is agreed among the parties that the project is a private development and that the County and the City have no interest therein, except as authorized in the exercise of governmental functions.

Section 5. *Exhibits.* The following exhibits to this Development Agreement are attached and incorporated herein by reference:

A. Legal description of the subject property.

B. Findings of Fact, Conclusions of Law, Decision and Conditions of Approval for SP23-370, approved on October 5, 2023 by the Chelan County Community Development Director

Section 6. *Term of Agreement.* This Agreement shall commence upon the Effective Date of the Adopting Resolution approving this Agreement, and shall continue to December 31, 2039 unless extended or terminated as provided herein.

Section 7. *Deferred Payment for Frontage Road Improvements.*

7.1. In lieu of constructing the frontage/road improvements to Boetzkes Avenue prior

to approval of the final plat, Owner acknowledges and agrees that at such time as the County proceeds with those improvements the Owners, as defined above, shall fully fund those frontage ½ road improvements on Boetzkes Avenue adjacent to the Property as required by Paragraph 10.2 of the Conditions of Approval in the Decision.

7.2. Owner is responsible for payment of actual costs for required frontage improvements, including base prep, base and top course gravel, asphalt, curb, gutter and sidewalk, including all design engineering and ancillary requirements to complete construction consistent with the Chelan County Development Road Standards on November 30, 2023.

7.3. If, at the time of construction, the development standards or frontage requirements are different from the standards or requirements at the time of Owner’s land use application, the amount owed shall be adjusted or prorated as necessary to include only those costs associated with the standards or requirements at the time of the land use application.

7.4. Owner shall remit payment within thirty (30) days of receipt of an invoice presented by the County to the Owner for the frontage road improvements.

7.5. Owner retains the right to make the frontage road improvements to Boetzkes Avenue pursuant to the Decision at any time prior to an improvement project. If the Owner, at the Owner’s sole expense, makes frontage road improvements to Boetzkes Avenue, those improvements shall meet the construction requirements of Chelan County Code 15.30 Development Standards, following which, the County shall execute a Certificate of Completion and record the same.

7.6. Upon satisfactory completion of the improvements, and payment by Owner of any costs under this Agreement, the County shall execute a Certificate of Completion and record the same.

7.7. Failure, or undue delay in fulfilling these obligations by the Owner shall constitute material default of this Agreement.

Section 8. *Discretion of the Legislative Bodies.* The parties agree and accept that public improvements for Boetzkes Avenue are dependent upon the availability of funds for public improvements and the priorities of the legislative bodies of the County as they may in their discretion determine. The parties also agree and accept that the County, in its discretion, may not find it feasible to make such improvements during the term of this Agreement, and that no duty shall adhere to the County to undertake and complete such improvements, nor any breach occur for failure to undertake and complete improvements.

Section 9. *Default.*

9.1. In the event that the Owner defaults on its obligations as set forth in Section 7 of this Agreement, the expense of the frontage road improvements shall be considered a lien against the property to be foreclosed in the same manner and with the same priority rights as the foreclosure of a local improvement district lien. Owner further agrees that the Owner shall pay all costs and fees, including reasonable attorney fees, incurred by the County and/or the City to

enforce the obligations of this Agreement.

9.2. The parties specifically agree that damages are not an adequate remedy for breach of paragraph 7.5 of this Agreement, and that the County and/or City is entitled to compel specific performance of the terms of paragraph 7.5. In the event that the Owner defaults in its obligation as set forth in paragraph 7.5 of this Agreement, the Owner hereby agrees that the Owner shall pay all costs and fees, including reasonable attorney fees, incurred by the County and/or the City to enforce specific performance of this Agreement.

9.3. Use of lien foreclosure or specific performance does not bar the County and/or the City from pursuing any and all available remedies under law, including, but not limited to judicial relief and legal action to enforce Chelan County Code, and to obtain penalties and costs as provided in Title 16 CCC for any and all code violations.

Section 10. *Joint and Several Obligation.*

10.1. In the event that ownership interest in the Property is held by any party other than, or additional to the owner(s) entering this Agreement, the obligations and costs identified in this Agreement as the Owner’s responsibility shall be shared, jointly and severally between the signatory owner(s) executing this Agreement and any other, or additional party holding an ownership interest at the time of requisite performance. Present Owners shall remain contractually bound by this Agreement until termination as described in Section 11 below. Future interest holders and/or owners shall be bound as successors in interest to the property for the period which they own the property included in the Term of this Agreement.

Section 11. *Termination.*

11.1. This Development Agreement shall expire and/or terminate upon the occurrence of any of the following events:

- A. Recording of an executed Certificate of Completion.
- B. Expiration of the Term as set forth in **Section 6** herein, unless otherwise duly extended by resolution of the Board.

11.2. Termination of this Agreement as to the Owner of the Property or any portion thereof shall not affect any of the Owner obligations to comply with the County laws and regulations, including, but not limited to, the Chelan County Code, the Chelan County Comprehensive Plan, or the Chelan County Shoreline Master Program, or other land use rules, regulations and entitlements imposed or approved with respect to the Property, or obligations to pay assessments, liens, fees or taxes.

Section 12. *Assignment and Assumption.* The Owner shall not have any right to sell, assign, or transfer the development agreement with all the Owner’s rights, title, and interests therein to any person, firm or corporation at any time during the Term of this Agreement. Any obligations of the Owner such sale, assumption, assignment or transfer of the Development & Deferred Payment Agreement shall be by written instrument including this Development Agreement and signed by

the parties thereto. Owner shall provide a copy of said written instrument to the County pursuant to the notice provisions set forth in **Section 13** below and shall also advise the buyer of the existence of this Development Agreement and the terms and obligations contained herein.

Section 13. *Covenants Running with the Land.* The conditions and covenants set forth in this Development Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner, and every heir, successor, purchaser, assignee, or transferee of an interest in the Property, or portion thereof, shall be obligated and bound by the terms of this Agreement, and shall be the beneficiary thereof and a party thereto. Any such successor, purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement.

Section 14. *Notices.*

14.1. Notices, demands, and correspondence to a party shall be given by pre-paid first-class U.S. mail to the addresses of the parties below.

14.2. Notices, invoices, demands, and correspondence shall be deemed served and effective on the third business day following deposit of properly addressed and postage prepaid notices in the U.S. mail.

14.3. Notice to the County shall be to the attention of the County Engineer and the Prosecuting Attorney.

14.4. The County shall only be required to give notice to successors of the original Owner who provide the County Engineer with an address for receiving required notices in writing.

14.5. The parties hereto shall as necessary, advise the other in writing of new addresses for such notice, demands, or correspondence.

<p><u>To the COUNTY:</u> County Engineer Chelan County Dept. of Public Works 316 Washington Street, Suite 402 Wenatchee, WA 98801</p> <p>And with a Copy to: Civil Division Chelan County Prosecutor 401 Washington Street, 5th Floor P.O. Box 2596 Wenatchee, WA 98807-2596</p>	<p><u>To the OWNER</u> Frank & Desiree Phelps 950 Boetzkes Ave Manson, WA 98831</p>
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Section 15. *Reimbursement of Agreement Expense of the County.* The Owner agrees to promptly reimburse the County for actual expenses incurred over and above application fees paid by the Owner in relation to this Agreement, including recording fees and publication costs, if any.

This Agreement shall not take effect until such fees are paid. Payment of all fees shall be made no later than thirty (30) days from the presentation of a written statement of charges to the Owner.

Section 16. *Governing Law and Venue.* This Agreement is made and entered into in the State of Washington, and shall in all respects be interpreted, enforced and governed under the laws of said State of Washington without giving effect to conflicts of laws principles. Any action arising out of or in connection to this Agreement shall be brought in the Superior Court in and for Chelan County, Washington.

Section 17. *Attorney's Fees.* If litigation arises from the interpretation or enforcement of this Agreement, each party shall be responsible for their own attorney fees and costs except as otherwise provided in **Section 10** above.

Section 18. *Number; Gender; Permissive Language.* Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege.

Section 19. *Severability.* Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

Section 20. *No Contra Proferentem/No Presumption Against Drafter.* This Agreement has been submitted to the scrutiny of each of the Parties and their legal counsel, if desired, and it shall be given fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by either party or their counsel.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CHELAN COUNTY:

Approval recommended by:


DEANNA WALTER, Director
Community Development Department


ERIC PIERSON, PE, Director/County Engineer
Public Works Department

Dated: 5/15/24

Dated: 5/15/24

Approved and Adopted by Resolution of the Board of County Commissioners for Chelan County on this the ____ day of _____, 2024.

**BOARD OF COMMISSIONERS
FOR CHELAN COUNTY**

KEVIN OVERBAY, Chairman

SHON SMITH, Commissioner

TIFFANY GERING, Commissioner

ATTEST: Anabel Torres

Clerk of the Board

Approved as to form:

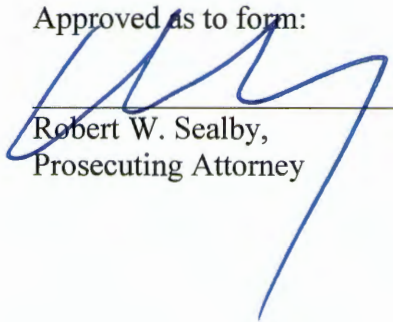

Robert W. Sealby,
Prosecuting Attorney

Exhibit A

Parcel # 28 21 35 681 460

Tract 74, Plat of Lowline Division No. 2, Chelan County, Washington, according to the plat thereof recorded in Volume 3 of Plats, page 11, records of the Chelan County Auditor, 0.89 acres

After filing return to:
Chelan County Public Works
316 Washington Street, Suite 402
Wenatchee, WA 98801

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 the warranty contained in the document itself.

Document Title: Development & Deferred Payment Agreement — SP 2023-368
Grantor(s): Jodene Collings
Grantee(s): Chelan County
Legal Description: City of Manson Lot 22
Assessor’s Parcel ID: 28 21 35 696 480

Recorded with the Chelan County Auditor pursuant to RCW 36.70B.190 and Chelan County Code § 14.18.040(5).

BOARD OF COUNTY COMMISSIONERS
Chelan County, Washington

RESOLUTION NO. 2024-_____

DEVELOPMENT & DEFERRED PAYMENT AGREEMENT
BY AND BETWEEN CHELAN COUNTY AND JODENE COLLINGS
FOR SP 23-368 FRONTAGE IMPROVEMENTS

This Development & Deferred Payment Agreement is made and entered into by and between Chelan County, and Jodene Collings (“Owner”).

I. RECITALS

WHEREAS, RCW 36.70B.170 and Chapter 14.18 CCC authorize development agreements between property owners and the county; and

WHEREAS, Chelan County Department of Community Development issued *Findings of Fact, Conclusions of Law, Decision and Conditions of Approval for SP 23-368* (Decision) on November

14, 2023; and

WHEREAS, SP 23-368 is located within the Urban Growth Area (UGA) of the City of Manson; and

WHEREAS, paragraph 11.1 of the Conditions of Approval in the Decision requires ½ street improvements to Boetzkes Avenue to meet Chelan County’s Urban Road and Development Standards; and

WHEREAS, the Owner requested a development agreement pursuant to Chapter 14.18 of the Chelan County Code (CCC) that they may, pay their proportionate cost in lieu of constructing the required improvements to Boetzkes Avenue as allowed by the Conditions of Approval; and

WHEREAS, the parties anticipate that adjacent segments of Boetzkes Avenue are planned to be improved by the county when sufficient funding is available; and

WHEREAS, there presently is no public project design for improvement of Boetzkes Avenue adjacent to the Owner’s property and any frontage road improvements made by the Owner will, more likely than not, be removed and reconstructed to facilitate construction of a public road improvement project; and

WHEREAS, the parties agree that to avoid economic waste and in lieu of the Owner making improvements, the Owner, their successors and assigns, or some combination thereof shall be permitted to defer payment of the costs of the required frontage improvements at such time they are constructed as a part of a public or private improvement project(s); and

WHEREAS, Chelan County Director of Community Development and Chelan County Director of Public Works do herein recommend **approval** of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the parties do hereby promise, covenant and agree as follows:

II. GENERAL PROVISIONS

Section 1. *Parties to this Development Agreement.* The parties to this Development Agreement are:

- 1.1. “Owner” shall include Jodene Collings, any person or company who may acquire any portion of the Property, including the Owners’ heirs, successors, and assigns, and who shall be subject to the provisions of this Development Agreement, or any combination thereof.
- 1.2. “County” is Chelan County, 400 Douglas Street, Suite 201, Wenatchee, WA 98801.

Section 2. *Definitions.* The following terms, phrases, and words shall have the meaning in this Development Agreement as set forth below:

2.1. “Adopting Resolution” means the Board of County Commissioners resolution approving this Development Agreement, as required at RCW 36.70B.200.

2.2. “Board” means the duly elected Board of County Commissioners for Chelan County.

2.3. “Decision” or “Conditions of Approval” means the *Findings of Fact, Conclusions of Law, Decision and Conditions of Approval for SP 23-368*, issued on November 14, 2023 by the Chelan County Community Development Director.

2.4. “Effective Date” means the effective date of the Adopting Resolution.

2.5. “Frontage Road Improvements” means road widening, curb, gutter, and sidewalk improvements in the public road right-of-way adjacent to the Property.

Section 3. *The Property.* The subject Property is approximately 1.03 acres located at NNA Boetzkes Avenue in the City of Manson UGA within Chelan County. The Chelan County Assessor Parcel Numbers are **28 21 35 696 480** and the Property is more fully described and depicted pursuant to the legal description attached hereto as **Exhibit A**. The property is presently owned by Jodene Collings in fee.

Section 4. *The Project.*

4.1. The Project is the proposed subdivision, and/or development of the Property, as authorized by the Decision, incorporated herein by reference, and as provided for in all associated permits and approvals, and all incorporated exhibits.

4.2. The Project is a private undertaking. It is agreed among the parties that the project is a private development and that the County and the City have no interest therein, except as authorized in the exercise of governmental functions.

Section 5. *Exhibits.* The following exhibits to this Development Agreement are attached and incorporated herein by reference:

A. Legal description of the subject property.

B. Findings of Fact, Conclusions of Law, Decision and Conditions of Approval for SP23-368, approved on November 14, 2023 by the Chelan County Community Development Director

Section 6. *Term of Agreement.* This Agreement shall commence upon the Effective Date of the Adopting Resolution approving this Agreement, and shall continue to December 31, 2039 unless extended or terminated as provided herein.

Section 7. *Deferred Payment for Frontage Road Improvements.*

7.1. In lieu of constructing the frontage/road improvements to Boetzkes Avenue prior

to approval of the final plat, Owner acknowledges and agrees that at such time as the County proceeds with those improvements the Owners, as defined above, shall fully fund those frontage ½ road improvements on Boetzkes Avenue adjacent to the Property as required by Paragraph 11.1 of the Conditions of Approval in the Decision.

7.2. Owner is responsible for payment of actual costs for required frontage improvements, including base prep, base and top course gravel, asphalt, curb, gutter and sidewalk, including all design engineering and ancillary requirements to complete construction consistent with the Chelan County Development Road Standards on November 30, 2023.

7.3. If, at the time of construction, the development standards or frontage requirements are different from the standards or requirements at the time of Owner's land use application, the amount owed shall be adjusted or prorated as necessary to include only those costs associated with the standards or requirements at the time of the land use application.

7.4. Owner shall remit payment within thirty (30) days of receipt of an invoice presented by the County to the Owner for the frontage road improvements.

7.5. Owner retains the right to make the frontage road improvements to Boetzkes Avenue pursuant to the Decision at any time prior to an improvement project. If the Owner, at the Owner's sole expense, makes frontage road improvements to Boetzkes Avenue, those improvements shall meet the construction requirements of Chelan County Code 15.30 Development Standards, following which, the County shall execute a Certificate of Completion and record the same.

7.6. Upon satisfactory completion of the improvements, and payment by Owner of any costs under this Agreement, the County shall execute a Certificate of Completion and record the same.

7.7. Owner shall comply with all terms, requirements and conditions of the Findings of Fact, Conclusions of law, Decision and Conditions of Approval for SP23-368, approved on November 14, 2023 by the Chelan County Community Development Director.

7.8. Failure, or undue delay in fulfilling these obligations by the Owner shall constitute material default of this Agreement.

Section 8. *Discretion of the Legislative Bodies.* The parties agree and accept that public improvements for Boetzkes Avenue are dependent upon the availability of funds for public improvements and the priorities of the legislative bodies of the County as they may in their discretion determine. The parties also agree and accept that the County, in its discretion, may not find it feasible to make such improvements during the term of this Agreement, and that no duty shall adhere to the County to undertake and complete such improvements, nor any breach occur for failure to undertake and complete improvements.

Section 9. *Default.*

9.1. In the event that the Owner defaults on its obligations as set forth in Section 7 of

this Agreement, the expense of the frontage road improvements shall be considered a lien against the property to be foreclosed in the same manner and with the same priority rights as the foreclosure of a local improvement district lien. Owner further agrees that the Owner shall pay all costs and fees, including reasonable attorney fees, incurred by the County and/or the City to enforce the obligations of this Agreement.

9.2. The parties specifically agree that damages are not an adequate remedy for breach of paragraph 7.5 of this Agreement, and that the County and/or City is entitled to compel specific performance of the terms of paragraph 7.5. In the event that the Owner defaults in its obligation as set forth in paragraph 7.5 of this Agreement, the Owner hereby agrees that the Owner shall pay all costs and fees, including reasonable attorney fees, incurred by the County and/or the City to enforce specific performance of this Agreement.

9.3. Use of lien foreclosure or specific performance does not bar the County and/or the City from pursuing any and all available remedies under law, including, but not limited to judicial relief and legal action to enforce Chelan County Code, and to obtain penalties and costs as provided in Title 16 CCC for any and all code violations.

Section 10. *Joint and Several Obligation.*

10.1. In the event that ownership interest in the Property is held by any party other than, or additional to the owner(s) entering this Agreement, the obligations and costs identified in this Agreement as the Owner's responsibility shall be shared, jointly and severally between the signatory owner(s) executing this Agreement and any other, or additional party holding an ownership interest at the time of requisite performance. Present Owners shall remain contractually bound by this Agreement until termination as described in Section 11 below. Future interest holders and/or owners shall be bound as successors in interest to the property for the period which they own the property included in the Term of this Agreement.

Section 11. *Termination.*

11.1. This Development Agreement shall expire and/or terminate upon the occurrence of any of the following events:

- A. Recording of an executed Certificate of Completion.
- B. Expiration of the Term as set forth in **Section 6** herein, unless otherwise duly extended by resolution of the Board.

11.2. Termination of this Agreement as to the Owner of the Property or any portion thereof shall not affect any of the Owner obligations to comply with the County laws and regulations, including, but not limited to, the Chelan County Code, the Chelan County Comprehensive Plan, or the Chelan County Shoreline Master Program, or other land use rules, regulations and entitlements imposed or approved with respect to the Property, or obligations to pay assessments, liens, fees or taxes.

Section 12. *Assignment and Assumption.* The Owner shall not have any right to sell, assign, or

transfer the development agreement with all the Owner’s rights, title, and interests therein to any person, firm or corporation at any time during the Term of this Agreement. Any obligations of the Owner such sale, assumption, assignment or transfer of the Development & Deferred Payment Agreement shall be by written instrument including this Development Agreement and signed by the parties thereto. Owner shall provide a copy of said written instrument to the County pursuant to the notice provisions set forth in **Section 13** below and shall also advise the buyer of the existence of this Development Agreement and the terms and obligations contained herein.

Section 13. *Covenants Running with the Land.* The conditions and covenants set forth in this Development Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner, and every heir, successor, purchaser, assignee, or transferee of an interest in the Property, or portion thereof, shall be obligated and bound by the terms of this Agreement, and shall be the beneficiary thereof and a party thereto. Any such successor, purchaser, assignee, or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement.

Section 14. *Notices.*

14.1. Notices, demands, and correspondence to a party shall be given by pre- paid first-class U.S. mail to the addresses of the parties below.

14.2. Notices, invoices, demands, and correspondence shall be deemed served and effective on the third business day following deposit of properly addressed and postage prepaid notices in the U.S. mail.

14.3. Notice to the County shall be to the attention of the County Engineer and the Prosecuting Attorney.

14.4. The County shall only be required to give notice to successors of the original Owner who provide the County Engineer with an address for receiving required notices in writing.

14.5. The parties hereto shall as necessary, advise the other in writing of new addresses for such notice, demands, or correspondence.

<p><u>To the COUNTY:</u> County Engineer Chelan County Dept. of Public Works 316 Washington Street, Suite 402 Wenatchee, WA 98801</p> <p>And with a Copy to: Civil Division Chelan County Prosecutor 401 Washington Street, 5th Floor P.O. Box 2596 Wenatchee, WA 98807-2596</p>	<p><u>To the OWNER</u> Jodene Collings 9630 160th St SE Snohomish, WA 98296</p>
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Section 15. *Reimbursement of Agreement Expense of the County.* The Owner agrees to promptly reimburse the County for actual expenses incurred over and above application fees paid by the Owner in relation to this Agreement, including recording fees and publication costs, if any. This Agreement shall not take effect until such fees are paid. Payment of all fees shall be made no later than thirty (30) days from the presentation of a written statement of charges to the Owner.

Section 16. *Governing Law and Venue.* This Agreement is made and entered into in the State of Washington, and shall in all respects be interpreted, enforced and governed under the laws of said State of Washington without giving effect to conflicts of laws principles. Any action arising out of or in connection to this Agreement shall be brought in the Superior Court in and for Chelan County, Washington.

Section 17. *Attorney's Fees.* If litigation arises from the interpretation or enforcement of this Agreement, each party shall be responsible for their own attorney fees and costs except as otherwise provided in **Section 10** above.

Section 18. *Number; Gender; Permissive Language.* Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege.

Section 19. *Severability.* Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

Section 20. *No Contra Proferentem/No Presumption Against Drafter.* This Agreement has been submitted to the scrutiny of each of the Parties and their legal counsel, if desired, and it shall be given fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by either party or their counsel.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written below.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

OWNER:

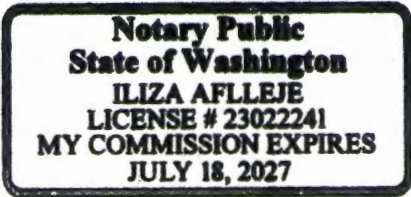
Jodene Collings
Jodene Collings

STATE OF Washington)
COUNTY OF Snohomish) ss.

On this 10th day of may 2024 before me personally appeared Jodene Collings, to me known to be the persons who executed the foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned, and on oath states that they are authorized to execute the same.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



Iliza Afleje
NOTARY PUBLIC in and for the State
of Washington.
Residing at Everett

My Commission Expires: July 18, 2027

SIGNATURE PAGE 2 OF 2

CHELAN COUNTY:

Approval recommended by:


DEANNA WALTER, Director
Community Development Department


ERIC PIERSON, PE, Director/County Engineer
Public Works Department

Dated: 5/15/24

Dated: 5/15/24

Approved and Adopted by Resolution of the Board of County Commissioners for Chelan County on this the ____ day of _____, 2024.

**BOARD OF COMMISSIONERS
FOR CHELAN COUNTY**

KEVIN OVERBAY, Chairman

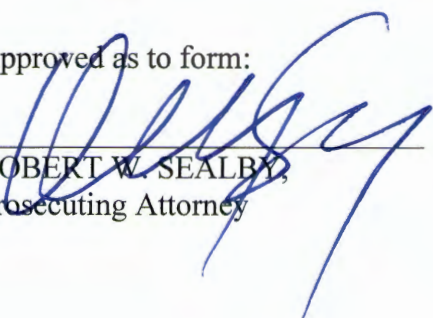
SHON SMITH, Commissioner

TIFFANY GERING, Commissioner

ATTEST: ANABEL TORRES

Clerk of the Board

Approved as to form:



ROBERT W. SEALBY,
Prosecuting Attorney

Exhibit A

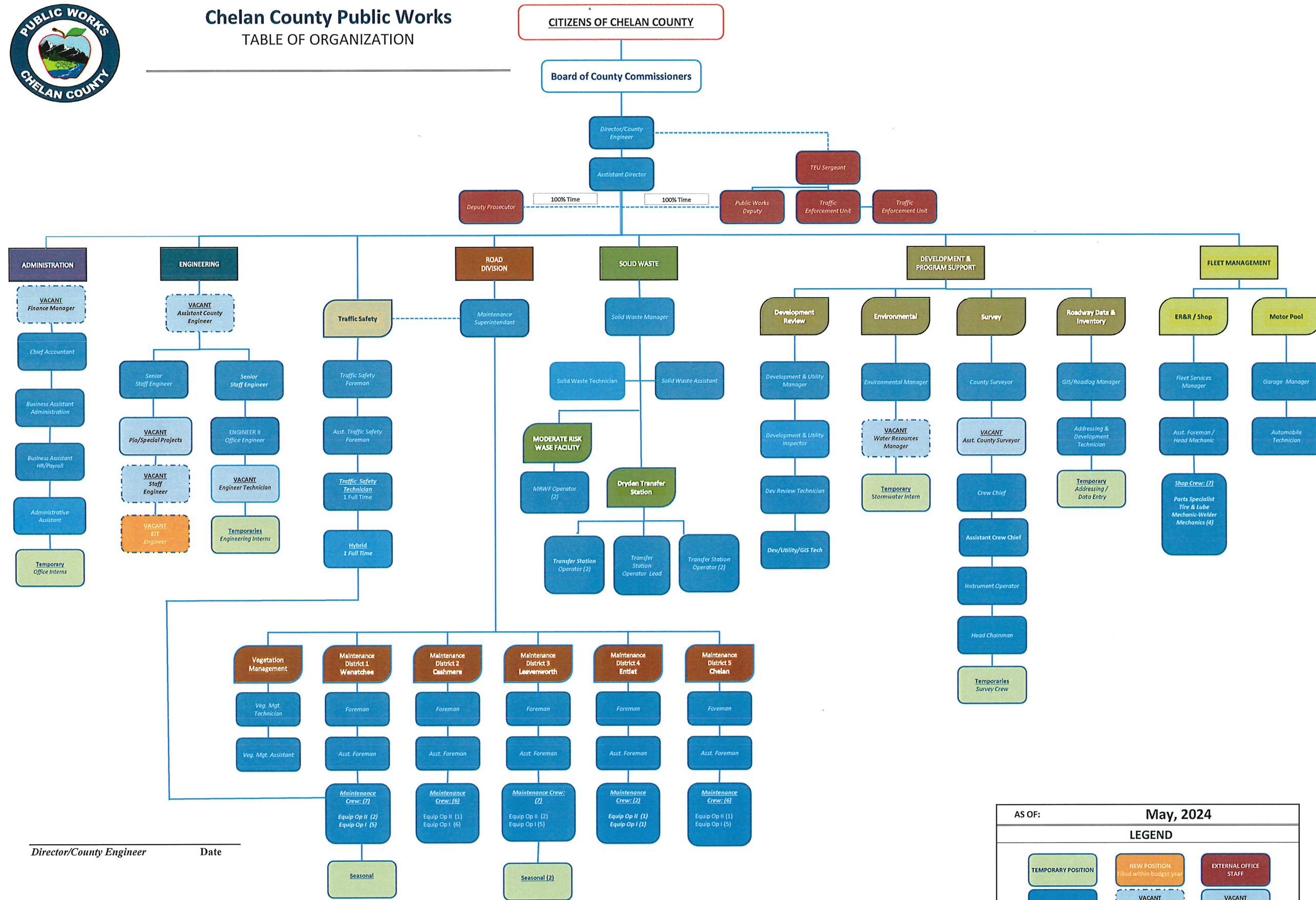
Parcel # 28 21 35 696 480

Block 22, City of Manson, Chelan County, Washington, according to the plat thereof recorded in Volume 3 of Plats, Page 32



Chelan County Public Works

TABLE OF ORGANIZATION



Director/County Engineer _____ Date _____

Chair - Board of County Commissioners _____ Date _____

AS OF: May, 2024		
LEGEND		
TEMPORARY POSITION	NEW POSITION Filled within budget year	EXTERNAL OFFICE STAFF
CURRENT POSITION	VACANT Not filled within budget year	VACANT Filled within budget year