

PROPOSED AGENDA  
CHELAN COUNTY COMMISSIONERS  
MEETING OF MAY 6 & MAY 7, 2024

**MONDAY, MAY 6, 2024**

9:30 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) Timothy Roach	Natural Resources	New Hire
b) Ron Bates	Natural Resources	New Hire
c) Quan (Ben) Ho	Natural Resources	New Hire
d) Bruce Rogerson	Ohme Gardens	Hire
e) Donna O'Brien	Public Works	Resignation
f) Braden Reinholt	Assessor	Step Increase

Board Discussion

10:30 A.M. County Administrator Cathy Mulhall

Discussion

1. Administrative Update

Action

1. Resolution RE: Changing Voting Precincts for Chelan County Rescinding Resolution 2023-48

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

Discussion

1. Agreement with Blue Forest for Upper Wenatchee Pilot Project Forest Health Project
2. Agreement amendment with Aqua Terra for Nason Creek Rivermile 12 cultural resource support
3. Agreement with EC Electric for Safety Watchers Services for Nason Creek Kahler Reach project
4. Amendment to agreement with WA Department of Natural Resources for Nason Ridge Community Forest Stellerwood-area fuels reduction
5. Interagency agreement with WA Department of Natural Resources for Squilchuck

fuels reduction project

6. Other

Action

1. Agreement with Blue Forest for Upper Wenatchee Pilot Project Forest Health Project
2. Agreement amendment with Aqua Terra for Nason Creek Rivermile 12 cultural resource support
3. Agreement with EC Electric for Safety Watchers Services for Nason Creek Kahler Reach project
4. Amendment to agreement with WA Department of Natural Resources for Nason Ridge Community Forest Stellerwood-area fuels reduction
5. Interagency agreement with WA Department of Natural Resources for Squilchuck fuels reduction project

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

Discussion

1. Architectural RFQ for Ohme Garden Rd. Project
2. CHG contract amendment for State fiscal years 2023 – 2025
3. Chelan County acting as a pass through entity for a potential CPF award
4. Contract for the Homeless Housing strategic consultant
5. Departmental update

Action

1. Architectural RFQ for Ohme Garden Rd. Project
2. CHG Contract Amendment for State Fiscal Years 2023 – 2025
3. Chelan County acting as a pass through entity for a potential CPF award

2:00 P.M. State Opioid Settlement Funds Dashboard Engagement Session, Commissioner Overbay

2:00 P.M. Ground Breaking Ceremony for Convention Center, Commissioner Smith

**TUESDAY, MAY 7, 2024**

9:00 A.M. Chelan County Sheriff Mike Morrison

Discussion

1. CCSO EM / SAR Equipment Rotation List
2. Marine 2 Refurbishment Funding \$56,156.12
3. New Deputies, Campus Security and BHU Members Being Added

*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](http://www.co.chelan.wa.us) on the Board of Commissioners web page.*

4. Request for Funding for Recruitment Efforts
5. Departmental Update

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

BID OPENING: Supplying Gasoline and Diesel

Discussion

1. Resolution Establishing No Parking on Nahahum Canyon Road
2. Safe Streets and Roads for All Grant Agreement
3. Event Permit – Manson Apple Blossom Parade
4. Event Permit – Lake Chelan Rotary Club Cycle Chelan 2024
5. Open Item

Action

1. Approve Resolution Establishing No Parking on Nahahum Canyon Road
2. Approve Safe Streets and Roads for All Grant Agreement

10:00 A.M. Executive Session with Deputy Prosecuting Attorney Susan Hinkle RE: Pending Litigation

10:20 A.M. Community Development Director Deanna Walter

Discussion

1. Departmental Update

11:30 A.M. City of Wenatchee Mayor Mike Poirier

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

WEDNESDAY, MAY 8, 2024

10:00 A.M. Phase 1 LNFH, Commissioner Smith

10:30 A.M. YWCA Tour, Commissioner Overbay

THURSDAY, MAY 9, 2024

9:00 A.M. Chelan-Douglas Transportation Council Meeting, Commissioner Overbay

12:30 P.M. Icicle Work Group Steering Committee, Commissioner Smith

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1:30 P.M. Aging and Adult Care, Commissioner Overbay

3:00 P.M. PRSA BI-Monthly Board Meeting, Commissioner Smith

7:00 P.M. Chelan County Fair Board Meeting, Commissioner Smith

FRIDAY, MAY 10, 2024

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

9:00 A.M. Chelan County Motorized Recreation Plan, Commissioners Overbay and Smith

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CHELAN COUNTY COMMISSIONERS  
MINUTES OF APRIL 29 & APRIL 30, 2024

**MONDAY, APRIL 29, 2024**

**9:00:06 A.M. Opening – Pledge of Allegiance**

Chairman Overbay calls the meeting to order. Present for session are Commissioner Gering, Commissioner Smith, Budget Director Nicole Thompson, Economic Services Director Ron Cridlebaugh, and Clerk of the Board Anabel Torres.

**9:01:20 A.M. Poppy Princess Presentation of Poppy Days Presentation**

**9:03:16 A.M. Action**

1. Resolution #2024-29 Proclamation of Poppy Days

**9:09:55 A.M. Public Comment Period was opened to members of the public**

*Comment Provided by the Following members of the public:*

- Maria Lopez

**9:13:12 A.M. Public Comment Period Closed**

**9:13:48 A.M. Consent Agenda**

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

1. Approval of Minutes
2. Vouchers as submitted and listed
3. Payroll Changes:

a) Jose Hernandez	Sheriff	New Hire
b) Jose Hernandez	Sheriff	Resignation
c) Joseph Gerak	Economic Services	Resignation
d) Yessenia Garcia-Aguilera	Juvenile	New Hire
e) Joshua Jasper	CCRJC	Termination
f) Yvonne Mayorga	Human Resources	Step Increase
g) Melissa Lavagnino	Auditor	Step Increase
h) Solicit for Donation Annual Leave for Public Works employee (33)		

**9:14:12 A.M. Board Discussion**

**9:44:15 A.M. Recess**

**10:00:09 A.M. Back in Session**

**10:00:39 A.M. Executive Session RE: Performance of a Public Employee**

Upon a motion by Commissioner Smith and a second by Commissioner Gering, 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

*Extend Executive Session by 4 minutes– Public Notified*

**10:14:01 A.M. Moved Back to Regular Session**

**10:14:45 A.M. Executive Session RE: Pending Litigation**

Upon motion and second by Commissioners Gering and Smith, the Commission unanimously approves to move into a 15-Minute Executive Session Pursuant to RCW 42.30.110(iii), to discuss with Prosecuting Attorney Robert Sealby matters relating to potential litigation.

**10:30:23 A.M. Moved Back to Regular Session**

**10:30:50 A.M. County Administrator Cathy Mulhall**

Discussion

1. Administrative Update

**10:38:22 A.M. Action**

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

1. Carelon 2024 Contract Amendment (Authorize Chair to docusign)
2. Contract for the provision of Legal Services with Hans Slette
3. Data Access Subscription Casual Use Agreement with Brian Chase for DC Documents
4. District Court Lead Clerk Position

**10:40:56 A.M. Recess**

**11:00:46 A.M. Moved Back to Regular Session**

**11:01:31 A.M. Natural Resources Director Mike Kaputa**

Discussion

1. Agreement with Heather Dappen Design for Icicle Creek Water Smart Gardens Program.
2. Recommendation to Award Eagle Creek Culvert Replacement Project Schedule A to Strider Construction Co.
3. Equipment Purchase Exceeding \$10,000: Drone and Radiometric Thermal Camera
4. Applicant Authorization for WA Recreation and Conservation Office for Washington Wildlife and Recreation Program. Projects: 24-1796D Bear Mountain Trailhead Development and 24-1949A Malaga Waterfront Park Acquisition Phase 2
5. Workshop: Upper Wenatchee Pilot Project Forest Resilience Bond
6. Other

**11:10:50 A.M. Action**

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

1. Agreement with Heather Dappen Design for Icicle Creek Water Smart Gardens Program.
2. Recommendation to Award Eagle Creek Culvert Replacement Project Schedule A to Strider Construction Co.
3. Equipment Purchase Exceeding \$10,000: Drone and Radiometric Thermal CA.M.era
4. Applicant Authorization for WA Recreation and Conservation Office for Washington Wildlife and Recreation Program. Projects: 24-1796D Bear Mountain Trailhead Development and 24-1949A Malaga Waterfront Park Acquisition Phase 2

**11:30:29 A.M. Economic Services Director Ron Cridlebaugh**

Discussion

1. Garden Terrace Request, presented by Sasha Sleiman
2. Amendment #3 to Agreement (K3662) with Department of State of Washington Agriculture Fairs Program.
3. Departmental update

**11:45:47 A.M. Action**

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

1. Garden Terrace Request
2. Amendment #3 to Agreement (K3662) with Department of State of Washington Agriculture Fairs Program.

**11:47:00 A.M. C6 Feasibility Study Summary Presentation Presented by Mark Mosely and Brett Richmond**

**12:34:17 P.M. Recess Until Tuesday**

**TUESDAY, APRIL 30, 2024**

**8:36:33 A.M. Back in Session**

**8:36:33 A.M. Opening Pledge of Allegiance**

**8:37:43 A.M. Kyrgyz-Washington Sister Region Organization Visit**

**9:44:24 A.M. Recess**

**9:54:30 A.M. Back in Session**

**9:54:35 A.M. Public Works Director Eric Pierson**

**9:55:34 A.M. PUBLIC HEARING: Franchise Agreement with Computer 5 dba Local Tel Communications**

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

**9:56:27 A.M. Chairman Overbay called for public comment.**

**9:57:30 A.M. Hearing none, the Chairman closed the Public Hearing.**

**9:58:50 A.M. Action**

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

1. Franchise Agreement with Computer 5 dba Local Tel Communications

**9:59:18 A.M. Continued Departmental Discussion**

1. Contract with N.A. Degerstrom, Inc. for Bridge Deck and Joint Rehabilitation Project, County Road Project No. 747 (CRP 747)
2. Commissioners Notice of Hearing – Road Vacation Known as North Shore Drive for by the Living Trust of William. Edward Cattin and Rita Kay Cattin
3. Commissioners Notice of Hearing – Franchise Agreement with Brennen Balcom

4. Local Agency Agreement for Bridge Deck and Joint Rehabilitation Bundle Project, County Road Project 747 (CRP 747)
5. Construction Stormwater General Permit – Notice of Termination (West Cashmere Bridge Improvement Project)
6. Construction Stormwater General Permit – Notice of Termination (Goodwin Road Improvement Project)
7. Mountain Home Road PUD Power Conduit Installation
8. Event Permit – Tour de Bloom
9. Open Item

**10:06:54 A.M. Action**

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

1. Approve Contract with N.A. Degerstrom, Inc. for Bridge Deck and Joint Rehabilitation Project, County Road Project No. 747 (CRP 747)
2. Approve Commissioners Notice of Hearing – Road Vacation Known as North Shore Drive for by the Living Trust of William. Edward Cattin and Rita Kay Cattin
3. Approve Commissioners Notice of Hearing – Franchise Agreement with Brennen Balcom
4. Local Agency Agreement for Bridge Deck and Joint Rehabilitation Bundle Project, County Road Project 747 (CRP 747)
5. Construction Stormwater General Permit – Notice of Termination Signature (West Cashmere Bridge Improvement Project)
6. Construction Stormwater General Permit – Notice of Termination Signature (Goodwin Road Improvement Project)

**10:11:48 A.M. Recess**

**10:17:11 A.M. Back in Session**

**10:17:32 A.M. Community Development Director Deanna Walter**

**10:18:03 A.M. PUBLIC HEARING: City of Leavenworth Ordinance 1627, 1650 and Inclusions of 1651 in Resolution**

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

**10:21:23 A.M. Open Public Comment**

**10:22:39 A.M. Hearing none, the Chairman closed the Public Hearing**

**10:22:56 A.M. Action**

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

1. Adoption of City of Leavenworth Ordinances 1627, 1650 Inclusions of 1651 in Resolution

**10:23:13 A.M. Continued Departmental Discussion**

1. Review Final Draft of Third-Party Contract with Stripe for Short-Term Rental (STR) Fees Via Deckard – Item removed from the agenda
2. Notice of Hearing RE: CPA 24-145

**10:27:48 A.M. Action**

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

1. Notice of Hearing RE: CPA 24-145

**10:23:13 A.M. Continued Departmental Discussion**

1. Rural Restaurant
2. Storage Containers

**11:39:03 A.M. Adjourn**

Board adjourns until Monday, May 6, 2024.

Weekly Voucher Approval for Payment	20240430B4-1
Current Expense	\$88,585.65
Other Funds	<u>\$626,473.80</u>
Total All Funds	\$715,059.45

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, CHAIR

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ANABEL TORRES, Clerk of the Board

ADMINISTRATIVE AGENDA  
May 1, 2024

DISCUSSION ITEM:

1. Administrative Update

ACTION ITEM:

1. Resolution RE: Changing Voting Precincts for Chelan County Rescinding Resolution 2023-48

**RESOLUTION NO. 2024- \_\_\_\_\_**

**Re: CHANGING THE VOTING PRECINCTS IN CHELAN COUNTY**

**Rescinding and Replacing Resolution 2023-48**

**WHEREAS**, RCW 29A.16.050 requires a voting precinct to lie wholly within one county commissioner district, and

**WHEREAS**, RCW 29A.16.040 requires the county legislative authority to establish voting precinct boundaries.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that Chelan County Resolution #2023-48 be rescinded and be replaced by this resolution.

**NOW, BE IT FURTHER RESOLVED** that the precinct boundaries and identifiers as defined in Exhibit “A” shall be the voting precincts for Chelan County.

Dated this 6<sup>th</sup> day of May, 2024

**BOARD OF CHELAN COUNTY COMMISSIONERS**

\_\_\_\_\_  
KEVIN OVERBAY, CHAIRMAN

ATTEST: ANABEL TORRES

\_\_\_\_\_  
SHON SMITH, COMMISSIONER

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
TIFFANY GERING, COMMISSIONER



EXHIBIT B

## 2024 Precinct Boundary Line Adjustments

Changes	Reason
Ordinance No. 1318	City of Cashmere: 5800 Kimber Rd; parcel 231905210725 and 231905210850 moved from Precinct 134 into Precinct 330. One voter was affected.
Ordinance No. 2023-1614	Sundance Slope Annexation, City of Chelan: 38, 56, 90, 296, 689, 695 Madrona Ln moved from Precinct 174 into Precinct 720. Twelve voters were affected.
Resolution 2023-53	Fire 1 Annexation (Fowler): 1161 Upper Peavine Canyon moved from 152 to 149.  2604 Number 2 Canyon Rd and 1960, 2462, 2684, 2677 Stiss Canyon Rd moved from 152 to 149 due to surrounding fire annexations.

BOCC Agenda  
May 6, 2024

11:30 P.M. Economic Services Director

Ron Cridlebaugh

Discussion

1. Architectural RFQ for Ohme Garden Rd. Project
2. CHG contract amendment for State fiscal years 2023 – 2025
3. Chelan County acting as a passthrough entity for a potential CPF award
4. Contract for the Homeless Housing strategic consultant
5. Departmental update

Action

1. Architectural RFQ for Ohme Garden Rd. Project
2. CHG Contract Amendment for State Fiscal Years 2023 – 2025
3. Chelan County acting as a passthrough entity for a potential CPF award

**PUBLICATION DATES**

**Thursday, May 8, 2024**

**Thursday, May 15, 2024**

**Request for Qualifications (RFQ) for Architectural Service**

Chelan County is seeking statement of qualifications for architectural services to assist the County with their Ohme Garden Road Project (Project). The project will consist of modifications to existing building plans, permitting as needed, bid documents and project management.

The services to be provided will include:

- Plan modification to meet the County's proposed uses
- Preparing the construction bid package
- Conducting the pre-construction conference
- Construction management
- Reviewing and approving all contractor requests for payment and submitting approved requests to the County
- Conducting final inspection and testing
- Submitting certified "as-built" drawings to the County
- Preparing an operation and maintenance manual

Responses should include:

- The firm's legal name, address, and telephone number;
- The principal(s) of the firm and their experience and qualifications;
- The experience and qualifications of the staff to be assigned to project;
- A description of the firm's prior experience, including any similar projects

To be considered, interested parties must submit their Qualifications and Letter of Interest to the address below before **10:00 a.m. PDT, Monday, June 3<sup>rd</sup>, 2024**.

Interested parties are requested to reply to:  
Ron Cridlebaugh, Economic Services Director  
400 Douglas Street, Suite 201  
Wenatchee, WA 98801

Dated this 6th day of May, 2024

BOARD OF CHELAN COUNTY COMMISSIONERS

ATTEST: ANABEL TORRES

\_\_\_\_\_  
Clerk of the Board

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KEVIN OVERBAY, CHAIRMAN

\_\_\_\_\_  
SHON SMITH, COMMISSIONER

\_\_\_\_\_  
TIFFANY GERING, COMMISSIONER



## 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:** Amber Hallberg, Housing Program Manager  
**DATE:** May 1, 2024  
**RE:** CHG Contract Amendment

**Background** – The Washington State Dept. of Commerce is allocating additional funding to Chelan County for the State Fiscal Years 2023 – 2025.

The funding is as follows:

County	Grantee	CHG/SDG 2025 (July 1, 2024 – June 30, 2025)	Inflation Increase 2024 (April 1, 2024 – June 30, 2024)	Inflation Increase 2025 (July 1, 2024 – June 30, 2025)	Local DRF Support 2025 (July 1, 2024 – June 30, 2025)	Emergency Housing Funds 2025 (July 1, 2024 – June 30, 2025)	Amendments Total
Chelan	Chelan County	\$447,150	\$43,144	\$43,144	\$426,028	\$1,405,739	\$2,365,205

**Staff Recommendation** – Authorize the Board Chair to sign the CHG contract amendment with the Washington State Dept. of Commerce



## CHELAN COUNTY ECONOMIC SERVICES

400 DOUGLAS STREET, SUITE #201 WENATCHEE, WA 98801  
T: 509.667.6883 | F: 509.667.6599

# MEMO

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**TO:** Board of Commissioners  
**FROM:** Ron Criddlebaugh, Economic Services Director  
**DATE:** May 1, 2024  
**RE:** Passthrough Funding for Federal Community Project Funds (CPF)

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**Request** – Authorize Economic Services to be a passthrough entity for 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 either a municipality or a nonprofit. For the 2025 fiscal year awards, Congress has decided to only award funds to municipal governments who will then pass those funds on to a nonprofit organization that may have had a project selected for funding. The County has been contacted by staff from the 8<sup>th</sup> Congressional District to see if the County would be willing to act as a passthrough entity if a nonprofit were to receive funding. If this were to occur the County would contract with the Federal Government for the award and then monitor and passthrough the funding through a contract with the nonprofit.

**Staff Recommendation** – To allow Economic Services to act as a passthrough entity for Community Project Funds.

**AGREEMENT BETWEEN CHELAN COUNTY  
AND  
SAGE STEP CONSULTING  
FOR  
HOMELESS HOUSING STRATEGIC PLANNING CONSULTING**

THIS AGREEMENT, entered this 1<sup>st</sup> day of May, 2024 by and between Chelan County (herein called the “County”) and Sage Step Consulting (herein called the “Consultant”).

WHEREAS, the County receives funds from the Washington State Department of Commerce to address the needs of people who are homeless or at-risk of homelessness including the planning, writing and implementation of the 5-year homeless housing strategic plan; and

WHEREAS, the County wishes to engage the Consultant in assisting with drafting of the 2025 – 2030 homeless housing plan for Chelan and Douglas Counties;

NOW, THEREFORE, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICES**

The consultant will work with Chelan County on strategic consultation for the plans will need to assist the Housing Program Manager and Housing Program Coordinator to facilitate and plan a community meeting, compile data, assist in structuring the language of the Homeless Housing Plan, attend Task Force, Community Development, and any other necessary meetings, and assist in creating the draft and finalized versions of the proposals. The Board of Chelan County Commissioners will have sole decision-making authority over the finalized plans and their approval of the plan.

- Community Meetings: The hired consultant will be responsible for facilitation of Community Meetings in conjunction with the Chelan County Housing Staff:
  - Assist in the planning and execution of the Community Meeting;
  - Work with Chelan County Housing staff to utilize Art of Hosting principles in the facilitation process;
  - Streamlining data gathered at the Community Meeting;
  - Must be able to attend a Community Meeting in the evening (after 5pm) preferably in June 2024, but no later than July 2024.
- Compiling Data and Language in Plans: Hired consultant will assist in sorting through data and drafting language by:
  - Organizing data acquired at the Community Meeting;
  - Reviewing existing plans;
  - Working with Community Development staff to learn of updates that can be made in existing plan;
  - Assisting Housing staff in looking through housing/homeless data to make informed metrics in Strategic Plan;
  - Collaborate with Chelan County staff in drafting the language to be included in both plans.
- Attending Meetings: Hired consultant will need to attend required meetings such as:
  - Chelan-Douglas Homeless Housing Task Force quarterly meetings and special meetings for strategic planning – quarterly meetings.
  - Community Planning Meeting in June or July
  - Meetings with Community Development Department scheduled as needed
  - Occasional Columbia River Task Force if needed
  - Meetings with Housing staff scheduled as needed

## II. PROJECT GOALS

- Enhance current strategies and introduce solutions to prevent and end homelessness in Chelan and Douglas Counties
- Strengthen trust and collaboration among key partners
- Publish a fundable strategic plan that complements Chelan and Douglas Counties' funding cycles
- Create updates to the housing portion of the existing Comprehensive Plan

## III. PROJECT DELIVERABLES

Consultants will work closely with Chelan County staff and various stakeholders throughout the process, ensuring the deliverables are achieved within the specified timelines and meet the needs and expectations of Chelan and Douglas Counties and their residents concerning homeless housing and comprehensive planning.

- Homeless Housing Five-Year Strategic Plan: A comprehensive strategic plan outlining the priorities for homeless housing over the next five years, as determined through collaboration with the Chelan-Douglas Homeless Housing Task Force, Chelan County Housing Staff, and input from community strategic planning meetings.
- Updates to the Housing Portion of the Comprehensive Plan: Revised and updated sections of the existing Comprehensive Plan specifically related to housing, incorporating recommendations from the Chelan County Community Development Department and Chelan County Housing Staff.
- Facilitation of Community Meeting: Execution and facilitation of at least one community meeting to gather input for the strategic plan and comprehensive plan updates, ensuring the meeting is planned and executed effectively and in accordance with the principles of engaging community participation.
- Compilation and Organization of Data: Collection, organization, and analysis of data gathered from the community meeting and other relevant sources to inform the strategic plan and comprehensive plan updates.
- Meeting Attendance and Participation: Active participation in required meetings, including the Chelan-Douglas Homeless Housing Task Force quarterly meetings, special meetings for strategic planning, Community Planning Meetings, and any other meetings as necessary with the Community Development Department, Columbia River Task Force, and Housing staff.

## IV. PROJECT ANALYSIS

### **Community + Key Partner Engagement (May - June 2024)**

**Phase I Objective:** Create a community engagement process that ensures the voices of the community are heard and considered in the strategic plan.

**Phase I Activities:** These Activities will be designed collaboratively with the task force and facilitated by Sage Step Consulting. Activities to include:

- Assist in the planning and execution of the Community Meeting
- Work with Chelan County Housing staff to utilize Art of Hosting principles in the facilitation process
- Streamlining data gathered at the Community Meeting
- Consultants will be available to attend a Community Meeting in the evening (after 5pm)
- preferably in June 2024, but no later than July 2024

### **II. Assessment + Strategy Development (June-August 2024)**

**Phase II Objective:** Perform a thorough analysis of existing resources, gaps, and the effectiveness of past strategies, forming a solid foundation for informed strategy development.

**Phase II Activities:**

- Organizing data acquired at the Community Meeting
- Reviewing existing plans

- Working with Community Development staff to learn of updates that can be made in existing plan
- Assisting Housing staff in looking through housing/homeless data to make informed metrics in Strategic Plan
- Facilitating workshops with the Homeless Housing task force to co-create strategies that address the identified gaps, incorporating feedback from the engagement phase
- Collaborating with Chelan County staff in drafting the language to be included in both plans

### III. Implementation Planning (September-November 2024)

**Phase III Objective:** Develop comprehensive, actionable plans for the implementation of each strategy, including detailed timelines, responsible parties, and success metrics.

**Phase III Activities:**

- Developing metrics and evaluation framework: Establish clear metrics for success and a framework for ongoing evaluation of the strategies' impact
- Attending Chelan-Douglas Homeless Housing Task Force quarterly meetings and special meetings
- Meeting with Housing staff, Community Development Department, Columbia River Task Force as often as needed

### IV. Feedback + Adoption (December-January 2024)

**Phase IV Objective:** Finalize the Homeless Housing Strategic Plan and Comprehensive plan language.

**Phase IV Activities:**

- Hosting review sessions: Present the draft of the strategic plan to partners for review and final feedback, ensuring broad consensus
- Revising and finalizing: Incorporate feedback from the review sessions into the final plan, making necessary adjustments to ensure alignment with community needs and expectations
- Adopting: Support the housing staff in preparing material necessary in calling for a vote to formally adopt the 2025-2029 strategic plan

### V. TIME OF PERFORMANCE

Services of the Consultant shall start no earlier than the 1st day of May, 2024, and end on the 31<sup>st</sup> day of January, 2025. The term of this Agreement and the provisions herein may be extended at the County's discretion to cover any additional time period during which grant funds remain unspent, the funded project has not been completed, and/or the minimum level(s) of program services have not been met.

### VI. BUDGET

A. The Consultant may charge eligible expenses in accordance with the following Budget items:

<i>Consolidated Homeless Grant- Operations</i>	<i>Budget Amount</i>
Phase 1: Community Engagement	\$5,000
Phase 2: Assessment + Strategy Development	\$10,000
Phase 3: Implementation Planning	\$10,000
Phase 3: Feedback + Adoption	\$5,000
<b>TOTAL ALLOCATED FUNDING</b>	<b>\$30,000</b>



- B. Any general administration expenses shall be identified herein, and if any indirect costs are charged, the Consultant shall submit an indirect cost allocation plan for determining the appropriate Consultant's share of administrative costs to the County for prior approval.
- C. Any amendments to the budget must be approved in writing by both the County and the Consultant.
- D. In the event funding from state, federal, local, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, the County may terminate the Grant under the "Termination for Convenience" clause, without the ten-business day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

## **VII. INVOICING & PAYMENT**

- A. It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$30,000.00**.
- B. Reimbursement requests for the payment of eligible expenses shall be made against the line item budgets specified in Section III herein and in accordance with performance.
- C. No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by the County.
- D. The Consultant shall submit invoices on a monthly basis. Invoices are due on the 10th of the month following the provision of services; final invoices for a biennium may be due sooner. Invoices received after the 10<sup>th</sup> of the month will be held for payment until the County's next regularly scheduled monthly billing cycle. If the 10<sup>th</sup> falls on a holiday or weekend, invoices will be due on the next business day.
- E. Invoices shall be submitted in a form provided by the County and shall include accompanying proof of expenses as documented by copies of receipts, invoices, purchase orders, and time sheets.
- F. Payment shall be considered timely if made by the County within thirty (30) calendar days after receipt of properly completed invoices.
- G. All services provided by the Consultant pursuant to this grant Agreement shall be performed to the satisfaction of the County, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The Consultant shall not receive payment for work found by the County to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Failure of the Consultant to comply with provisions of this Agreement may result in the withholding of future payments.
- H. The County reserves the right to withhold funds available under this contract for costs incurred by the County on behalf of the Consultant or to recapture funds in an amount to compensate the County for the noncompliance in addition to any other remedies available at law in or in equity.
- I. The County shall not pay the Consultant, if the Consultant has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement for the same services or expenses.
- J. The Consultant is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

#### **VIII. ADMINISTRATIVE REQUIREMENTS**

- A. **Financial Management/Accounting Standards:** The Consultant agrees to comply with standard accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Consultant agrees to be subject to periodic agency audits as requested by the County or other governmental agency.
- B. **Insurance:**
1. The Consultant shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:
    - a. **Commercial General Liability Insurance Policy** including contractual/grant liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence.
    - b. **Automobile Liability:** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Consultant, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
  2. The insurance required shall be issued by an insurance company authorized to do business within the state of Washington.
  3. Except for Consultants participating in a self-insurance program, the insurance shall name the state of Washington and Chelan County, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance.
  4. The Consultant shall submit to the County within 15 calendar days of the grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Consultant shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.
  5. The Consultant shall instruct its insurers to give the County thirty (30) calendar days advance notice of any insurance cancellation, non-renewal, or modification.

#### **IX. GENERAL CONDITIONS**

- A. **Laws:** The Consultant shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended including, but not limited to:
1. Affirmative Action, RCW 41.06.020 (1)
  2. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264
  3. Disclosure-Campaign Finances-Lobbying, Chapter 42.17 RCW
  4. Federal Hatch Act 5 USC 1501-1508
  5. Discrimination – Human Rights Commission, Chapter 49.60 RCW
  6. Ethics in Public Service, Chapter 42.52 RCW
  7. Office of Minority and Women’s Business Enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC
  8. Open Public Meetings Act, Chapter 42.30 RCW
  9. Public Records Act, Chapter 42.56 RCW
  10. State Budgeting, Accounting, and Reporting System, Chapter 43.88 RCW

- B. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the “ADA” 28 CFR Part 35:** The Consultant must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- C. **Noncompliance with Nondiscrimination Laws:** During the performance of the Sub Grant, the Consultant shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies. In the event of the Consultant’s noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, the Sub Grant may be rescinded, canceled, or terminated in whole or part, and the Consultant may be declared ineligible for further grants with the County. The Consultant shall, however, be given a reasonable time in which to remedy the noncompliance.
- D. **Conformance:** If any provision of this Sub Grant violates any statute or rule of law of the state of Washington, it is considered to be modified to conform to that statute or rule of law.
- E. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. All payments for payroll taxes, unemployment contributions, FICA, retirement, life and/or medical insurance, Workers’ Compensation Insurance and any other taxes or expenses for the Consultant’s staff shall be the sole responsibility of the Consultant.
- F. **Indemnification:** To the fullest extent permitted by law, the Consultant shall indemnify, defend, and hold harmless Chelan County, the state of Washington, the Washington State Department of Commerce, all other agencies of the state and county and all officials, agents, and employees of the county and state, from and against all claims or damages for injuries to persons or property or death arising out of or resulting from the Consultant’s performance or failure to perform the Grant. The Consultant’s obligation to indemnify, defend, and hold harmless includes any claim by the Consultant’s agents, employees, or representatives. Commerce, the State of Washington, and Chelan County are not liable for claims or damages arising from the Consultant’s performance of the sub grant. The Consultant’s obligation to indemnify, defend, and hold harmless shall not be eliminated or reduced by any actual or alleged concurrent negligence of the County and State or their agents, agencies, employees, and officials. The Consultant waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the County and the state and their agencies, officials, agents, or employees.
- G. **Assignability:** Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Consultant without prior written consent of the County.
- H. **Subcontracts:**
1. The Consultant shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the County prior to the execution of such agreement.
  2. Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Consultant shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
  3. Every subcontract shall include a term that Chelan County, the Washington State Department of Commerce, and the state of Washington are not liable for claims or damages arising from a Subcontractor’s performance of the subcontract.
  4. The Consultant is responsible to the County if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Consultant shall appropriately monitor the activities of the Subcontract to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Consultant to the County for any breach in the performance of the Consultant’s duties.

5. The Consultant shall undertake to ensure that all subcontracts let in the performance of this Agreement be awarded on a fair and open competition basis in accordance with applicable procurement requirements.
  6. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.
  7. If the County approves subcontracting, the Consultant shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the County in writing may: (a) require the Consultant to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Consultant from subcontracting with a particular person or entity; or (c) require the Consultant to rescind or amend a subcontract.
- I. **Amendments:** The County or Consultant may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Consultant from its obligations under this Agreement.
- The County may, in its discretion, amend this Agreement to conform with state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and Consultant.
- J. **Termination for Cause:** In the event the County determines that the Consultant failed to comply with any term or condition of this grant, the County may terminate the Grant in whole or in part upon written notice to the Consultant. Such termination shall be deemed “for cause”. Termination shall take effect on the date specified in the notice. Alternatively, the County upon written notice may allow the Consultant a specific period of time in which to correct the non-compliance. During the corrective-action time period, the County may suspend further payment to the Consultant in whole or in part, or may restrict the Consultant’s right to perform duties under this Grant. Failure by the Consultant to take timely corrective action shall allow the County to terminate the Grant upon written notice to the Consultant. If the Grant is terminated for cause, the Consultant shall be liable for damages as authorized by law. This section supersedes any language that conflicts elsewhere in the contract.
- K. **Termination for Convenience:** Except as otherwise provided in this Grant, the County may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, the County shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination. This section supersedes any language that conflicts elsewhere in the contract.
- L. **Termination Procedures:** After receipt of a notice of termination, except as otherwise directed by the County, the Consultant shall:
1. Stop work under the Grant on the date, and to the extent specified, in the notice;
  2. Place no further orders or subgrants for materials, services, or facilities related to the Grant;
  3. Preserve and transfer any materials, Grant deliverables, and/or County property in the Consultant’s possession as directed by the County.

Upon termination of the Grant, the County shall pay the Consultant for any service provided by the Consultant under the Grant prior to the date of termination. The County may withhold any amount due as the County reasonably determines is necessary to protect the County against potential loss or liability resulting from the termination. The County shall pay any withheld amount to the Consultant if the County later determines that loss or liability will not occur. The rights and remedies of the County under this section are in addition to any other rights and remedies provided under this Grant or otherwise provided under law. This section supersedes any language that conflicts elsewhere in the contract.

- M. **Governing Law and Venue:** This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be, at the sole discretion of the County, either Chelan County or Douglas County, Washington.
- N. **Attorneys' Fees/Costs:** Unless expressly permitted under another provision of this Agreement, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.
- O. **Publicity:**
- The Consultant agrees not to publish or use any advertising or publicity materials in which the County's, the state of Washington's, or Commerce's name is mentioned, or language used from which the connection with the County, state of Washington, or Commerce's name may reasonably be inferred or implied, without the prior written consent of the County or Commerce.
- P. **Compliance with State Grant Agreement:** Consultant agrees to be subject to and to comply with all applicable terms set forth in the 2023 – 2025 Consolidated Homeless Grant Agreement between the County and the Washington State Department of Commerce incorporated herein by this reference ("the Grant Agreement").
- Q. **Order of Precedence:** In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
1. Applicable federal and state of Washington statutes and regulations
  2. The terms of the 2023 – 2025 Consolidated Homeless Grant Agreement between Chelan County and the Washington State Department of Commerce
  3. The terms of this Agreement
  4. Department of Commerce Guidelines for the Consolidated Homeless Grant
  5. Consultant Grant Application/Proposal
  6. Chelan County Consultant Policies & Procedures

These documents are incorporated herein by reference and as may hereafter be amended.

X. **SEVERABILITY**

If any term or provision of this Agreement is illegal or invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by an Authorized Representative of the County.

## **XII. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Chelan County  
Amber Hallberg  
Housing Program Coordinator  
Chelan County  
400 Washington St  
Wenatchee, WA 98801  
Phone: (509) 667-6881  
Email: amber.hallberg@co.chelan.wa.us

Consultant  
Summer Hess  
Organizational Consultant  
Sage Step LLC  
25 Sylvester Meadows Lane  
Leavenworth WA, 98826  
Phone: (509) 828-0462  
Email: summer@sagestepconsulting.com

## **XIII. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the County and the Consultant for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and the Consultant with respect to this Agreement.

Date \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[County]

[Consultant]

By \_\_\_\_\_  
KEVIN OVERBAY, CHAIRMAN  
BOARD OF CHELAN COUNTY COMMISSIONERS

By \_\_\_\_\_

Name: Summer Hess

Attest \_\_\_\_\_  
ANABEL TORRES, CLERK OF THE BOARD

Title: Organizational Consultant

UBI #: 604-630-637

Chelan County Natural Resource Department  
BOCC Agenda  
May 6, 2024

Discussion

1. Agreement with Blue Forest for Upper Wenatchee Pilot Project Forest Health Project
2. Agreement amendment with Aqua Terra for Nason Creek Rivermile 12 cultural resource support
3. Agreement with EC Electric for Safety Watchers Services for Nason Creek Kahler Reach project
4. Amendment to agreement with WA Department of Natural Resources for Nason Ridge Community Forest Stellerwood-area fuels reduction
5. Interagency agreement with WA Department of Natural Resources for Squilchuck fuels reduction project
6. Other

Action

1. Agreement with Blue Forest for Upper Wenatchee Pilot Project Forest Health Project
2. Agreement amendment with Aqua Terra for Nason Creek Rivermile 12 cultural resource support
3. Agreement with EC Electric for Safety Watchers Services for Nason Creek Kahler Reach project
4. Amendment to agreement with WA Department of Natural Resources for Nason Ridge Community Forest Stellerwood-area fuels reduction
5. Interagency agreement with WA Department of Natural Resources for Squilchuck fuels reduction project

## LOAN AND SERVICES AGREEMENT

THIS LOAN AND SERVICES AGREEMENT (as amended, amended and restated, modified, or supplemented from time to time, this “**Agreement**”), is made this 6<sup>th</sup> day of May, 2024 (the “**Effective Date**”), by and between Chelan County, a general purpose government organized under the laws of the State of Washington (“**Borrower**”) and Upper Wenatchee I FRB LLC, a Delaware limited liability company (“**Lender**” and, together with Borrower the “**Parties**”).

WHEREAS, Lender desires to lend to Borrower, and Borrower desires to accept from Lender, the interest free unsecured Loans (as defined below); and

WHEREAS, Borrower desires to provide certain ecological restoration services (as defined in more detail below, the “**Services**”), and Lender desires that such Services be provided.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 LOAN TERMS

1.1 The Loans. Subject to the terms and conditions set forth in this Agreement, Lender agrees to make interest free unsecured loans to Borrower (each a “**Loan**” and together the “**Loans**”) from time to time until December 15, 2028 (the “**Final Loan Date**”), unless otherwise extended by mutual agreement of the Parties, such that the total outstanding principal amount shall not exceed one million dollars (\$1,000,000) (the “**Maximum Loan Amount**”) at any point in time during the term of the Agreement. For avoidance of doubt, there shall be no limitation on the cumulative amount of the Loans, subject to the total outstanding principal always remaining below the Maximum Loan Amount. Such Loans shall be repaid or prepaid in accordance with the terms and conditions hereof.

#### 1.2 Requests for Loan Disbursements.

1.2.1 To request a Loan, Borrower shall deliver to Lender a written request signed by Borrower substantially in the form of Annex A (each such request, a “**Disbursement Request**”) at least ten (10) days prior to the requested disbursement date (each such date, a “**Disbursement Date**” and each such disbursement, a “**Disbursement**”). Each Disbursement Date shall be on or before the Final Loan Date. Each Loan Request shall be approved by Lender in its sole discretion, which is not to be unreasonably withheld.

1.2.2 Unless otherwise approved by Lender, each Disbursement shall be in an amount of at least twenty-five thousand dollars (\$25,000).

1.2.3 For the avoidance of doubt, a single Disbursement Request may include requests set against one or more Grants, pursuant to Section 1.6.

1.3 Lender’s Obligation to Fund. Notwithstanding anything to the contrary in this Article 1, Lender shall not be obligated to make any Loan if after giving effect to such Disbursement:

1.3.1 the aggregate outstanding principal balance of all Loans made under this Agreement would exceed the Maximum Loan Amount; or



1.3.2 any Default or Event of Default shall have occurred and be continuing.

1.4 Authorizations for Loan Disbursements. Borrower hereby irrevocably authorizes Lender to disburse the proceeds of each Loan requested pursuant to this Agreement. Any Loan amount disbursed to Borrower pursuant to this Agreement shall be delivered by wire transfer or ACH in accordance with Lender's usual practices in U.S. dollars to the account listed in the applicable Loan Request.

1.5 Interest. The outstanding principal balance of the Loans shall bear no interest.

1.6 Use of Loan Proceeds. Loan proceeds shall only be used to fund the management and implementation of the Services (as set forth in Section 2.1) conducted in connection with the Upper Wenatchee Pilot Project (UWPP) in and around the communities of Lake Wenatchee and Plain on the Okanogan-Wenatchee National Forest (the "**Project**"). Borrower shall maintain full authority to manage the Services and the Project, subject in all cases to the terms of this Agreement.

1.7 Source of Payment.

1.7.1 Notwithstanding anything to the contrary set forth herein, all principal payments and any other amounts to be paid by Borrower under this Agreement (collectively, the "**Payments**") shall first be made from proceeds from those certain cooperative, grant, or other agreements to which Borrower is a party, attached hereto as Exhibit A, as updated from time to time as agreed by the parties (collectively the "**Grants**") and all proceeds from such Grants, collectively the "**Reimbursement Proceeds**"). If, for any reason, the Reimbursement Proceeds are insufficient to make the Payments, then Payments shall be made from other funds of Borrower.

1.7.2 The Parties acknowledge and agree that Lender will look to the Reimbursement Proceeds, and that Borrower shall diligently pursue reimbursement for all allowable project-related expenses associated with those Grants, including, on at least a quarterly basis, the formal submission of reimbursement requests to the grantor, partner, or counterparty (the "**Grantor**") of each Grant for all allowable project-related expenses not previously reimbursed. Borrower shall work diligently with all necessary Grantors following the submission of all reimbursement requests to ensure that each Grantor has all necessary information to process reimbursement payments.

1.7.3 If at any point Borrower has reason to believe that any expected Reimbursement Proceeds will be substantially delayed or may not be received in any case, Borrower shall promptly notify Lender. Notwithstanding such notification, Borrower shall continue to work diligently to obtain reimbursement.

1.7.4 For the avoidance of doubt, the obligations evidenced by this Agreement and any Note(s) are unsecured.

1.8 Mandatory Payments. Borrower will notify Lender within two (2) Business Days of receiving any Reimbursement Proceeds and will pay the Applicable Proportion of such Reimbursement Proceeds to Lender within twenty-one (21) Business Days after such notification for purposes of repaying any Loan. For any given receipt by Borrower of Reimbursement Proceeds, the "**Applicable Proportion**" will be calculated as (a) the dollar amount borrowed from Lender in relation to those specific invoice(s) being paid by the Grantors as Reimbursement Proceeds, divided by (b) the total dollar amount of those same specific invoice(s). The Applicable Proportion will be stated on each Disbursement Request and will

take a value equal to or less than 1. For purposes of this Agreement, “**Business Day**” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in New York, New York or in the State of Washington.

1.9 Repayments Generally. The principal amount of each Loan and each repayment of principal thereon shall be endorsed by Lender on Schedule 1 attached hereto or, at Lender’s option, in its records, which schedules or records shall be conclusive, absent manifest error. Lender shall have sole discretion and authority to determine the application of each repayment to the principal of the Loans.

1.10 Maturity.

1.10.1 The outstanding principal of the Loans shall mature and be due and payable in full on November 1, 2029 (the “**Maturity Date**”), subject in all respects to Section 1.7, Section 1.8, and this Section 1.10.

1.10.2 With respect to each Loan, if the “Date of Grant Closing” for any Grant listed on the applicable Disbursement Request falls more than one hundred and eighty (180) days before the Maturity Date, then the outstanding principal of the Loan shall mature and be due and payable in full one hundred and eighty (180) days following the Date of Grant Closing. For the avoidance of doubt, this means that no Loan shall remain outstanding for more than one hundred eighty (180) days past the Date of Grant Closing for the applicable Grants.

1.11 Unsecured Note. As a condition precedent to Lender’s obligation to make any Loan, Lender may direct that a Loan be evidenced by one or more Notes payable to such Lender. In such event, Borrower shall prepare, execute, and deliver to Lender a Note in the form attached hereto as Annex B (each a “**Note**” and together the “**Notes**”). The obligations evidenced by this Agreement and each Note are unsecured and shall be non-recourse to the affiliates, members, officers, directors, and agents of Borrower and shall be payable as provided for in this Agreement.

1.12 Conditions Precedent to Loans. The obligation of the Lender to make any Loan is subject to the following conditions precedent (the satisfaction of which shall be determined by the Lender in its sole discretion):

1.12.1 Representations and Warranties. The representations and warranties set forth in Section 1.14 shall be true and correct in all respects on and as of such Disbursement Date (unless waived by Lender), except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all respects on and as of such earlier date;

1.12.2 Event of Default. No default or event of default shall have occurred and be continuing, and the funding of the Borrower’s requested Disbursement as of such date shall not cause or create a circumstance whereby a default or an event of default would occur; and

1.12.3 Material Adverse Effect. No event shall have occurred and be continuing that could reasonably be expected to have a material adverse effect with regards to either the Lender or the Project.

1.13 Representations and Warranties of the Lender. The Lender hereby represents and warrants to the Borrower that as of the date of this Agreement that:

1.13.1 it is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to enter into and perform its obligations under this Agreement;

1.13.2 the execution and delivery of this Agreement, and the performance of the Lender's obligations hereunder have been duly authorized by all necessary action on the part of the Lender. This Agreement has been duly and validly executed and delivered by the Lender and constitutes a valid and binding obligation of the Lender, enforceable in accordance with its terms, except as enforcement may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights generally, or (b) laws relating to the availability of equitable remedies.

1.13.3 the execution and delivery of this Agreement by the Lender does not, and the performance by the Lender of its obligations hereunder and the consummation of the transactions contemplated hereby will not: conflict with or violate: (a) any provision of the certificate of formation, limited liability company agreement or other applicable organizational documents of the Lender; (b) any contract, agreement or instrument by which the Lender is bound or to which the Lender's assets or properties are subject; or (c) any law or governmental order applicable to or binding on the Lender or any of the Lender's assets and properties (except in each of (a), (b), or (c), where such conflict or violation would not reasonably be expected to have a material adverse effect on the FRB or its ability to perform its obligations hereunder).

1.14 Representations and Warranties of the Borrower. The Borrower hereby represents and warrants to the Lender that as of the date of this Agreement and as of each Disbursement Date that:

1.14.1 it is a duly formed, valid, and existing government entity in good standing under the laws of the State of Washington, and has all requisite power and authority to enter into and perform its obligations under this Agreement;

1.14.2 the execution and delivery of this Agreement and any Note pursuant, and the performance by Borrower of its obligations hereunder and thereunder are within Borrower's powers and have been duly authorized by all necessary organizational action on Borrower's part, This Agreement and any Notes issued pursuant hereto have been duly and validly executed and delivered by the Borrower and constitute the valid and binding obligation of the Borrower, enforceable in accordance with their terms, except as enforcement may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights generally, or (b) laws relating to the availability of equitable remedies,

1.14.3 the execution and delivery of this Agreement and any Notes pursuant, and the performance by the Borrower of its obligations hereunder and the consummation of transactions contemplated hereby will not conflict with or violate: (a) any provision of Washington law; (b) any contract, agreement or instrument by which the Borrower is bound or to which the Counterparty's assets or properties are subject; or (c) any law or governmental order applicable to or binding on the Borrower or any of the Borrower's assets and properties (except in each of (a), (b), or (c), where such conflict, would not reasonably be expected to have a material adverse effect on the Borrower or its ability to perform its obligations hereunder).

1.14.4 Borrower shall use the proceeds of all Loans solely for the purposes described in Section 1.6;

1.14.5 no consent, approval, authorization, license, governmental order, permit or filing from or with any governmental authority is required to be obtained or made by Borrower in connection with the execution and delivery of this Agreement and the performance by Borrower of the transactions contemplated hereby; and

1.14.6 the Borrower will perform all necessary oversight and ensure the Services for which invoices are attached to a Disbursement Request have been completed in accordance with the requirements of the Grants specified in such Disbursement Request before making any payment on such invoices.

1.15 Events of Default.

1.15.1 The occurrence of any of the following events shall constitute an event of default upon which Lender may (a) declare this Agreement and all amounts payable hereunder and pursuant to the Note, to be forthwith due and payable in full and (b) exercise such rights, powers and remedies as are available to a lender upon the occurrence and continuance of a default under a loan or a promissory note under applicable law:

- 1) Borrower fails to comply with any of its obligations hereunder, including its obligation to make any payment due hereunder, and in the case of any payment obligation, such failure continues for more than five (5) days after such obligation was required to be performed, and in the case of any other obligation, such failure continues for more than twenty (20) days after written notice from Lender that such obligation was required to be performed (and which twenty (20) day period shall be extended for an additional period of up to sixty (60) days so long as Borrower is using diligent efforts to cure such failure but is unable to do so within the first twenty (20) day period).
- 2) Any representation or warranty of Borrower made or deemed to be made hereunder is incorrect in any material respect.
- 3) Borrower fails to pay any of its indebtedness or liabilities resulting from borrowings, loans or advances, or guarantees of any of the foregoing (collectively, “**Indebtedness**”), other than its Indebtedness hereunder, when such Indebtedness is due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise), and such failure continues beyond the applicable grace period, if any; or a default occurs under any agreement or instrument evidencing such Indebtedness if the effect of such default is to accelerate, or to permit the acceleration of, the maturity of such Indebtedness.
- 4) Borrower shall:
  - a) become insolvent or generally fail to pay, or admit in writing its inability or unwillingness to pay, debts as they become due;
  - b) apply for, consent to, or acquiesce in the appointment of a trustee, receiver, sequestrator or other custodian for Borrower or any property thereof, or make a general assignment for the benefit of creditors;
  - c) in the absence of such application, consent or acquiescence, permit or suffer to exist the appointment of a trustee, receiver, sequestrator or other custodian for Borrower or for a substantial

part of the property thereof, and such trustee, receiver, sequestrator or other custodian shall not be discharged within sixty (60) days;

- d) permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect of Borrower and, if any such case or proceeding is not commenced by Borrower, such case or proceeding shall be consented to or acquiesced in by Borrower or shall result in the entry of an order for relief or shall remain for sixty (60) days undismissed; or
- e) take any action authorizing, or in furtherance of, any of the foregoing.

1.15.2 Lender may pursue, in any order or sequence, jointly or singly, in any combination or simultaneously, any and all remedies available at law or in equity, or both, for the enforcement of the provisions hereof.

1.15.3 No course of dealing on the part of Lender or any delay or failure on the part of Lender to exercise any rights under this Agreement or the Note shall operate as a waiver of such right or otherwise prejudice Lender's rights, powers and remedies hereunder.

1.15.4 No election or choice of remedies by Lender shall constitute a waiver, exoneration, forbearance or compromise of any duty owed Lender by Borrower.

1.16 Indebtedness. The Borrower shall not incur, create permit or permit to exist any additional Indebtedness to be secured or repaid by the Reimbursement Proceeds without the consent of the Lender.

## **ARTICLE 2 SERVICES**

2.1 Scope of Work. The Services may include, but are not limited to: (i) mechanical thinning, hand clearing or other recognized methods of removal of excess biomass; (ii) controlled fires performed by certified and recognized professionals and practices; (iii) habitat and other condition improvements in and around riparian areas; and (iv) such other restoration activities that could be expected to enhance ecological outcomes, all in connection with the Project and all as further described in the scope of work set forth in Exhibit B.

2.2 Provision of Services. Borrower shall perform the Services or shall cause contractors or other persons or entities to perform the Services. For the purposes of this Agreement, the term "**Service Providers**" shall refer to the Borrower and/or any other parties engaged to perform the Services, as the case may be.

### 2.3 Service Provider Compliance.

2.3.1 Borrower shall comply and shall require any additional Service Providers conducting public works projects to comply with Washington statutes and regulations applicable to public works projects, including, but not limited to, as applicable, the following requirements: payment of prevailing wage rates; employment of apprentices; hours of labor limitations and overtime; keeping of proper payroll records; workers' compensation insurance; payment/labor and materials bond; non-discrimination laws; contractors' state license requirements; and contractor registration with Washington State Department of Labor and Industries.

2.3.2 Borrower shall perform and shall require any additional Service Providers to perform the Services in compliance with all applicable federal, state, and local laws and regulations, including acquisition of all permits, licenses, entitlements, and authorizations required to perform or undertake the Services.

2.3.3 Borrower shall not engage or allow the engagement of any Service Provider unless the Service Provider has obtained all consents, approvals, authorizations, licenses, governmental orders, permits or filings from or with any governmental authority that is required to be obtained or made by such Service Provider in connection with its performance of any Service.

2.4 Recordkeeping. Borrower shall keep and maintain accurate bookkeeping records, accounts, and documentation pertaining to the receipt, disbursement, and use of Loan proceeds to pay Service Providers, vendors, suppliers, and others who are engaged in connection with the performance of the Services, including all invoices, receipts, payment records, contracts, purchase orders, and other source documents. These records shall be retained for a period of not less than four (4) years after the Maturity Date. These records shall be accessible and available for inspection or audit by Lender, or by its employees, accountants, attorneys or agents, at reasonable times and upon reasonable notice.

2.5 Reports. Borrower shall provide to Lender such reports and information regarding the Project and the Services as may be reasonably requested in writing by Lender.

### ARTICLE 3 MISCELLANEOUS

#### 3.1 Termination Events.

3.1.1 This Agreement shall be terminated upon the occurrence of any of the events below (each, a “**Termination Event**”):

3.1.1.1 the filing of a petition in bankruptcy by or against, or the insolvency of, a Party (unless, in the case of a petition filed against a Party, the same is dismissed or stayed within sixty (60) days);

3.1.1.2 the mutual written consent of the Parties;

3.1.1.3 a termination by the Borrower in accordance with Section 3.12;

3.1.1.4 a termination by the Lender in accordance with Section 3.13; and

3.1.1.5 a Force Majeure Event, as defined in Section 3.13.1, that continues for a consecutive period in excess of six (6) months, unless the Parties agree to continue this Agreement beyond such period.

3.1.2 Termination by Borrower. In the event that a major fire or a large-scale tree mortality occurs that the United States Forest Service determines would substantially hinder or imperil the ability of the Services to be completed or to be effective if completed, the Borrower may exercise its right to terminate this Agreement upon not less than thirty (30) days’ notice to the Lender. In the event of such termination by the Borrower, the Borrower may cease or suspend its work on the Services by written notice to the Lender. Following such notice, the Borrower shall promptly pay to the Lender an amount equal to the total amount of outstanding Loans, consistent with requirements of Section 1.8, Section 1.9, and Section

1.10. Upon receipt of such amounts by the Lender, the Lender shall have no obligations to make Loans or any portion thereof hereunder.

3.1.3 Termination by Lender. Lender may terminate this Agreement at any time for cause by giving thirty (30) days prior written notice to the Borrower. Cause shall mean (a) the Borrower violates this Agreement, and such violation continues for a period of sixty (60) days after notice of violation from Lender specifying the violation without cure; (b) there shall occur a material adverse change in the financial conditions of the Borrower; or (c) the Borrower applies for or consents to the appointment of a receiver, trustee, or conservator, or such appointment is made without the FRB's consent and is not vacated within sixty (60) days. In the event of termination by the Lender pursuant to this Section 3.1.3, the Borrower shall promptly pay to the Lender an amount equal to the total amount of outstanding Loans, consistent with requirements of Section 1.8, Section 1.9, and Section 1.10. Upon receipt of such amounts by the Lender, the Lender shall have no obligations to make Loans or any portion thereof hereunder.

3.1.4 Governing Law. The validity, interpretation, construction and performance of this Agreement and the Note, and all acts and transactions pursuant hereto and thereto and the rights and obligations of Borrower and Lender hereunder and thereunder, shall be governed, construed and interpreted in accordance with the laws of the State of Washington, without giving effect to principles of conflicts of law.

3.2 Entire Agreement. This Agreement, the Note and the other documents referred to herein constitute the entire agreement and understanding between Lender and Borrower relating to the subject matter herein and therein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof and thereof.

3.3 Amendments and Waivers. Any term of this Agreement or the Note may be amended only with the written consent of Lender and Borrower. Any amendment or waiver effected in accordance with this Section 3.3 shall be binding upon Lender and Borrower.

3.4 Successors and Assigns. The terms and conditions of this Agreement and the Note shall inure to the benefit of and be binding upon the respective successors and assigns of Lender and Borrower. Notwithstanding the foregoing, Borrower may not assign, pledge, or otherwise transfer this Agreement or the Note without the prior written consent of Lender.

3.5 Expenses. At Lender's discretion, Borrower shall pay all costs of Lender incurred in connection with this Agreement and the Note, in connection with any enforcement or collection hereunder or thereunder by the Lender.

3.6 Dispute Resolution. If a dispute arises under this Agreement, the Party raising the dispute shall provide written notice to the other Party of such dispute. The Parties shall use good faith efforts to resolve such dispute. If the Parties are unable to resolve the dispute within thirty (30) days of receipt of the written statement of dispute (or within such additional time as the Parties may agree), the Parties may pursue whatever remedies they may have at law or equity to resolve the dispute.

3.7 JURISDICTION; VENUE. ANY CLAIM OR DISPUTE BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR THE NOTE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF LENDER OR BORROWER SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF CHELAN COUNTY WASHINGTON OR IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WASHINGTON. THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY

SUCH COURT IN ANY SUCH LITIGATION AS SET FORTH ABOVE. THE PARTIES HEREBY EXPRESSLY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH EITHER MAY HAVE OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT EITHER PARTY HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, EACH PARTY HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND THE NOTE.

3.8 Compliance with Laws. Borrower and Lender shall each (a) maintain its entity existence and qualification and good standing in all states in which such existence, qualification, or good standing is necessary; and (b) comply in all material respects with the requirements of all laws applicable to its business. Lender shall provide Borrower with proof of registration with the State of Washington in order for this agreement to be effective.

3.9 Reinstatement. This Agreement and the Note shall continue to be effective or shall be reinstated, as the case may be, if, for any reason, any payment of the Loans shall be rescinded or must otherwise be restored.

3.10 Relationship of Parties. Neither Party is a principal or agent of the other Party, and neither Party controls or has any right of control over the other Party. Lender is not responsible for the creation or implementation of any policy or procedure for the manner, execution, procedure, organization or methods of how the Services will be performed.

3.11 Limitation of Liability. Lender shall have no liability in connection with any Services directly or indirectly provided by Borrower or at Borrower's direction, including Services provided by independent contractors engaged by Borrower, or for any other Borrower action. This limitation shall apply to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts. For the avoidance of doubt, Borrower hereby expressly assumes all liabilities associated with the provision of the Services and any other actions required to be performed by Borrower hereunder.

3.12 Indemnity.

3.12.1 Each Party (the "**Indemnifying Party**") shall indemnify, defend, and hold harmless the other Party and its officers, directors, agents, members, affiliates, employees, successors and permitted assigns (collectively, the "**Indemnified Parties**") from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorneys' fees (each, an "**Indemnifiable Loss**"), arising out of or caused by the Indemnifying Party's (a) breach of its representations, warranties or obligations under this Agreement, (b) any claim asserted by a third party due to the acts or omissions of the Indemnifying Party, or (c) the gross negligence, willful misconduct or fraud of the Indemnifying Party. The Indemnifying Party shall not be required to indemnify the Indemnified Parties for any Indemnifiable Losses to the extent such Indemnifiable Losses are caused by the gross negligence, willful misconduct or fraud of any Indemnified Party. This indemnification provision shall survive the termination of this Agreement. Neither Party shall be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement.



3.12.2 The representations and warranties of each Party set forth in this Agreement shall survive for twelve (12) months after the Effective Date. Each covenant and agreement of the Parties in this Agreement survive until such covenant or agreement is fully performed.

3.12.3 Notwithstanding the foregoing, in the case of any representation or warranty that will terminate as provided in Section 3.12.2 but for which a claim for indemnification is submitted to the Party from which indemnification is being sought under this Section 3.12.3 on or prior to such termination date, the claim will be considered validly made even if such claim is not ultimately resolved until after such termination date.

3.12.4 The aggregate liability of either Party for all indemnification claims under this Section 3.12 shall not exceed five hundred thousand dollars (\$500,000) (the “**Liability Cap**”); *provided*, that such Liability Cap shall not apply to claims based on fraud, gross negligence or willful misconduct.

3.12.5 Neither Party shall be liable for any special, incidental, indirect, punitive or consequential damages arising out of or in connection with this Agreement.

### 3.13 Force Majeure.

3.13.1 Except for the Borrower’s obligation to make Payments hereunder, either Party shall be excused from performance and shall not be considered to be in default in respect to any obligation hereunder, if failure of performance shall be due to a Force Majeure Event. For purposes of this Agreement, “**Force Majeure Event**” shall mean any event which is outside the reasonable control of the Party concerned and is not attributable to any act or failure to take preventative action by that Party, including acts of God or any other natural disaster (including, without limitation, earthquakes, fires, storms, floods, droughts, and landslides), union strikes, acts of terrorism, civil unrest, litigation or orders of a court or administrative agency that prevents work or other activities under this Agreement from being performed or carried out, or similar events beyond the reasonable control of the Party affected thereby, which prevents a Party from performing its material obligations under this Agreement.

3.13.2 If either Party’s ability to perform its obligations hereunder is affected by a Force Majeure Event, such Party shall promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, give notice to the other Party as promptly as practicable following its discovery stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect.

3.13.3 The excused Party shall use diligent efforts to remedy its inability to perform and to mitigate any damage as a result thereof and shall notify the other Party promptly following the termination of the Force Majeure Event.

3.14 Communications. All notices hereunder shall be in writing and shall be delivered to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to the Counterparty at:

Chelan County Natural Resources Department  
Attention: Mike Kaputa, Director  
411 Washington Street, Suite 201  
Wenatchee, WA 98801  
Mike.kaputa@co.chelan.wa.us

If to the FRB at:

Blue Forest Finance Inc.  
Attn: Upper Wenatchee I FRB LLC  
5960 S Land Park Dr #1264  
Sacramento CA 95822  
[accounting@blueforest.org](mailto:accounting@blueforest.org)

All notices shall be in writing and delivered by email transmission and followed promptly by one of the following delivery methods: (a) in person, (b) by registered or certified mail with postage prepaid and return receipt requested, or (c) by recognized overnight courier service with charges prepaid. A notice will be deemed delivered on the earliest to occur of (i) its actual receipt when delivered in person, (ii) the fifth Business Day following its deposit in registered or certified mail, with postage prepaid, and return receipt requested, (iii) the second Business Day following its deposit with a recognized overnight courier service, and (iv) the first Business Day following the date of transmission of an email, provided the sender can and does provide evidence of successful transmission.

3.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument.

*(signature page follows)*

**Chelan County**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF CHELAN COUNTY COMMISSIONERS**

\_\_\_\_\_  
KEVIN OVERBAY, CHAIRMAN

\_\_\_\_\_  
SHON SMITH, COMMISSIONER

\_\_\_\_\_  
TIFFANY GERING, COMMISSIONER

ATTEST:

\_\_\_\_\_  
ANABEL TORRES  
CLERK OF THE BOARD

**Upper Wenatchee I FRB LLC**

By: \_\_\_\_\_  
Name: Gordon Vermeer  
Title: CFO, Blue Forest Finance Inc., as  
Member, Upper Wenatchee I  
FRB LLC  
Address: 5960 S Land Park Dr #1264  
Sacramento CA 95822  
Email: [accounting@blueforest.org](mailto:accounting@blueforest.org)

*Signature page to Loan and Services Agreement*

**Exhibit A**

**BORROWER AGREEMENTS FOR REIMBURSEMENT PROCEEDS**

<b>Full name</b>	<b>Shorthand for reference</b>
Washington State Department of Natural Resources (WA DNR) Interagency Agreement No. 93-106518	WA DNR Grant 1
US Forest Service Supplemental Project Agreement for the Good Neighbor Authority with Chelan County, Agreement No. TBD	USFS GNA SPA 1

## **Exhibit B**

### **FOREST RESTORATION SERVICES/SCOPE OF WORK**

#### **1) Terrestrial Vegetation Projects**

The project is designed to create and maintain successional pathways that provide the amount and spatial arrangement of forest conditions that improve resilience to natural disturbances and sustainability into the future. A combination of noncommercial and commercial tree thinning, and prescribed fire are proposed to reduce the risk of large-scale habitat loss from severe wildfires and insect outbreaks, and to restore the structure and composition of the landscape that is consistent with reference and predicted future reference conditions. The terrestrial vegetation projects may be divided into three major groups: stand treatments, shaded fuel breaks, and wildland urban interface fuel breaks.

- a) **Stand Treatments:** There are nine primary existing stand conditions for forested areas within the project area that will have different desired conditions, stand objectives, and preliminary prescriptions: Plantations; Plantations with Off-site Ponderosa Pine; Early Seral Stem Exclusion Closed Canopy and Understory Reinitiation; Dry Forest – Young Forest Multistory; Dry Forest Stem Exclusion Open Canopy; Moist Forest -Young Forest Multistory; Root Disease – Primarily within the Moist Young Forest Multistory; Old Forest Multi-Story; and Whitebark Pine Restoration – Stand Initiation, Stem Exclusion Open Canopy, and Understory Reinitiation.
- b) **Shaded Fuel Breaks:** The project includes shaded fuel breaks to slow fire movement, reduce the potential for crown fire initiation, protect habitats, and decrease the resistance of control on small and large fires. This action requires the modification of forest structures in order to reduce surface and ladder fuels. In general, the objective is to raise the canopy base height and reduce canopy closure. Residual stand density will be dependent on the existing tree size class and distribution. The shaded fuel breaks will be developed along ridgelines, near system roads, and over pre-existing firelines. The fuel break footprint will generally overlap existing or planned treatment areas and will be integrated with silvicultural treatments to achieve desired stand conditions. The width of the fuel breaks will be between 100 to 300 feet. Over time, vegetation within these fuel breaks will continue to develop and periodic noncommercial thinning and prescribed fire will be needed to maintain the integrity of these control features.
- c) **Wildland Urban Interface Fuel Break:** The project includes a 300-foot-wide fuel break around non-federal lands to further reduce risk and provide increased fire fighter safety, increased defensible space to non- federal lands, and at-risk communities. These fuel breaks will be treated to reduce surface and ladder fuels, raise the canopy base height, and reduce canopy closure. General stand condition objectives, retention, and canopy cover will be similar to the shaded fuel breaks. Periodic noncommercial thinning and prescribed fire will be required in order to maintain the fuel-break. Fuel-break maintenance will likely include pruning (hand saws), noncommercial thinning (chainsaws) and hand piling that typically occurs outside of winter.
- d) **Terrestrial Treatment Methodology:** Approved terrestrial treatments include stand regeneration treatments, moderate to heavy thinning, and prescribed burns. Terrestrial treatments (primarily thinning of trees) may use a variety of mechanical logging systems including ground-based, cable or skyline, or helicopter yarding. Heavy mechanical equipment used may include traditional ground-based equipment (e.g., harvesters, feller-bunchers, shovels, skidders, forwarders, and

masticators), tethered ground-based equipment on slopes, yarders, log-haul trucks, and helicopters. Hand equipment will include chainsaws and drip torches. Depending on the timing of actions, equipment may operate on existing and new temporary roads, over trails, over ground, and over snow.

- e) **Prescribed Fire:** Will be applied within each of the stand conditions in order to help move towards or achieve stand objectives. Prescribed fire will restore fuel patterns and fuel loading, restore understory plant diversity and composition, and re-introduce an important ecosystem process. Prescribed fire may also be used outside of the forested stands where appropriate (such as in meadows or other non-forest areas between stands) for these same reasons. In most cases, the application of prescribed fire will be conducted following mechanical treatments; however, prescribed fire as a standalone treatment may also be used in areas where access or logging system limitations inhibit mechanical treatments, strategic placement for risk reduction or stand resilience, in order to achieve landscape restoration objectives. Prescribed fire treatments will include broadcast burning, jackpot burning, and pile burning. Prescribed fire may be implemented during any season; however, fall and winter are the most common seasons for prescribed burning within the local area. Seasonal timing restrictions will be followed for prescribed fire unless prior exception is granted.

## 2) Aquatics Projects

In addition to terrestrial treatments, the project includes watershed and aquatic restoration actions including habitat access and connectivity improvements; instream habitat quality improvements; floodplain and off-channel habitat connectivity improvements; riparian condition improvements; and road and trail-related impacts reduction.

- a) **Habitat Access and Connectivity Improvement:** The project includes the removal, replacement, or modification of culverts and water crossings in the project area to eliminate fish passage barriers and improve fish distribution.
- b) **Instream Habitat Quality Improvement:** The project includes the restoration of instream habitat in project area stream reaches where large woody debris (LWD) and pool frequency is deficient (REI of *at risk* or *poor*) and where improvements to the impaired indicators could be made primarily with large wood supplementation via the addition of engineered log jams. These projects will be designed to increase stream habitat complexity, including the creation of pool habitat, improving LWD and pool indicators at both the site and watershed scales.
- c) **Floodplain and Off-channel Habitat Connectivity Improvement:** The project includes actions intended to reconnect streams to their floodplains and reconnect off-channel habitat in streams segments where connectivity is deficient. Opportunities have been identified by stream reach; however, not all stream reaches have been surveyed for habitat connectivity.
- d) **Riparian Condition Improvements:** The project includes riparian condition restoration projects including the decommissioning of valley bottom roads, replanting of currently degraded sites and the construction or placement of barriers (boulders, fences, and deterrent vegetation). These projects are intended to discourage vehicle use and parking within 100 feet of streams and waterbodies to reduce sediment delivery from roads and currently disturbed sites, increase stream canopy cover on smaller streams, and maintain optimal opportunities for LWD recruitment.

Reach-specific opportunities that have been identified include restoring streamside cover on an incised stream channel and adjacent to developed campgrounds and within a dispersed campsite. Additional treatments designed to improve existing riparian conditions are described as part of terrestrial vegetation treatments.

- e) **Road and Trail Related Impacts Reduction:** The project includes decommissioning existing roads and reducing road densities; reconstructing and relocating existing roads or trails; and improving existing road condition through maintenance actions. These actions include changes to Maintenance Levels (ML) of roads and decommissioning or improving user-made unauthorized routes where resource damage is occurring. The primary benefits of lowering road/trail impacts are to reduce the effects of riparian displacement by roads or trails, reduce hydrologic impacts related to roads, and to reduce sediment delivery from roads/trails to streams.

**Schedule 1**

**LOANS AND PRINCIPAL PAYMENTS**

<b>Date</b>	<b>Amount of Loan</b>	<b>Amount of Principal Repaid</b>	<b>Unpaid Principal Balance</b>



## Annex A

### Form of Disbursement Request

Date of this Disbursement Request: \_\_\_\_\_

Upper Wenatchee I FRB LLC  
Attn: Blue Forest, Manager  
E-mail: [accounting@blueforest.org](mailto:accounting@blueforest.org)

Re: Disbursement Request – [BORROWER]

This Disbursement Request is delivered pursuant to Section 1 of that certain Loan and Services Agreement, dated as of [•] (as amended, amended and restated, modified, or supplemented from time to time, the “**Agreement**”), between Chelan County (“**Borrower**”) and Upper Wenatchee I FRB LLC (“**Lender**”). All capitalized terms used herein shall have the respective meanings specified in the Agreement unless otherwise defined herein. This Disbursement Request constitutes a request by Borrower to Lender for a Loan as set forth below:

1. The date of the requested Loan disbursement is \_\_\_\_\_, which is a banking day and is at least ten (10) days from the date of this request, per Section 1.2.1 of the Agreement.
2. The aggregate amount of the requested Loan is \$ \_\_\_\_\_.
3. Each representation and warranty set forth in Section 1.13 of the Agreement is true and correct in all material respects on and as of the date hereof and the date of the requested Loan, as though made on and as of such dates (or if such representation or warranty solely relates to an earlier date, as of such earlier date).
4. No default or event of default under the Agreement has occurred or is continuing on and as of the date hereof or the date of the requested Loan or could reasonably be expected to result from the requested Loan.
5. Appended to this Disbursement Request are invoices from the Service Providers that correspond to the Services and whose dollar amounts sum to the aggregate amount being invoiced to the Grants, as set forth below:

#	Invoicing Party	Invoice #	Invoice \$ Amount	Applicable Grant	Date of Grant Closing
1					
2					
3					
4					
Total	<i>n/a</i>	<i>n/a</i>	[Box a] \$[     ]	<i>n/a</i>	<i>n/a</i>

6. One of the following options is true with respect to this Disbursement Request (check exactly one):

- a. \_\_\_\_\_ The amount of the requested Loan is *equal to* the total Invoice \$ Amount, and therefore the Applicable Proportion for this request and the corresponding Reimbursement Proceeds is 1.
- b. \_\_\_\_\_ The amount of the requested Loan is *less than* the total Invoice \$ Amount, and therefore the Applicable Proportion for this request and the corresponding Reimbursement Proceeds is calculated as \$ \_\_\_\_\_ [Line 2, Loan amount] divided by \$ \_\_\_\_\_ [Box a, total Invoice \$ Amount] = \_\_\_\_\_.

7. The proceeds of the requested Loan will be deposited to the following account:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Chelan County  
as Borrower**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**Annex B**

**Form of Unsecured Note**

US \$[•]

**UNSECURED NOTE**

[CITY], [STATE]  
[•], 202[ ]

FOR VALUE RECEIVED, **Chelan County**, a general purpose government organized under the laws of the State of Washington (“**Borrower**”), hereby promises to pay to the order of **Upper Wenatchee I FRB LLC**, a Delaware Limited Liability Company (“**Lender**”), the sum of [•] United States dollars (US \$[•]).

This Note is issued pursuant to Section 1.11 of that certain Loan and Services Agreement, dated as of the date hereof, between Borrower and Lender (as amended, amended and restated, modified, or supplemented from time to time, the “**Agreement**”) and is subject in all respects to the terms and conditions set forth in the Agreement and is payable as provided in the Agreement.

**Chelan County**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

## 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	21,179.02
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 6,709.34. The new maximum payable amount will therefore be 21,179.02

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:

Task	Consulting Staff		Labor	Direct Expenses	Total Price
	Project Arch	CR Specialist	Total		
Task 2. CR Monitoring/ Fieldwork		12	\$1,200		
Task 3. Draft/Final CR Assessment	2		\$240		
Total hours	2	62	64		
Aqua Terra CRC billing rates	\$120	\$100			
Subtotals	\$240	\$6,200	\$6,440		
<b>Direct Expenses</b>					
523.05 Travel, Auto	402	miles p/day (.67 p/mile)	1 of days		\$269.34
Direct expense subtotal				\$269.34	\$6,440.00
Grand Total					\$6,709.34

\*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)



## Safety Watchers Services Agreement

Chelan County Natural Resources Dept. – Allison Lutes

**EC Job No:** 30307-22

**Site:** Leavenworth, WA

**Safety Watcher:** TBD

### Rates

\_\_\_\_ \$112.00 Per straight time hour worked

\_\_\_\_ \$168.00 Per overtime hour worked

**5 x 8-hour work schedule:** Overtime shall be paid based on any hours over the standard 8-hour day Monday through Friday.

**Saturday, Sunday and all Federal Holiday's hours shall be paid at the overtime rate.**

**4 x 10-hour work schedule:** Straight time rate shall be paid on 10-hour days and overtime shall be paid based on any hours over the standard 10 hours Monday through Thursday.

**Friday, Saturday and Sunday all hours shall be paid at the overtime rate.**

**\*\*You must notify us in writing if you change work schedules\*\***

**Travel Time & Rate:** Travel time hours will be based on straight time unless traveling from job site to job site those hours shall be counted as worked hours. Travel mileage based on Federal GSA standards and is billed from residence to site on the first day, from lodging to/from site and from site to residence on each return trip.

**GSA Per Diems:** Per Diem and M&IE based on Federal GSA standards. These can be verified on the GSA web page.

<http://www.gsa.gov/portal/category/100120>

**Payment** This Service Agreement between EC Company and the company named is **due in full in 30 days upon completion**. This agreement stipulates any unforeseen service costs required by client that E C Company incurs will be added to the amount due.

**\* All materials if required will be billed at a 10% Mark-up. \*We charge a 4-hour minimum for show up.**

**\*Per Diem and incidental charges are billed per the GSA website. \*B&O tax shall apply to projects located in Washington State**

### Company Information

Name Chelan County Natural Resources Dept.

Address 411 Wenatchee Ave, Suite 201

City, State, Zip Wenatchee, WA 98801

Contact Mike Kaputa, Director

Contact # 509-670-6935

**PO # Required** \_\_\_\_\_

Start Date July 01, 2024 End August 05, 2024 Date \_\_\_\_\_

**\*\*Work Schedule:** \_\_\_\_\_ 5 days 8 hours/per day Siter X 4 days 10 hours/per day\*\* (Must pick one)

Specific Instructions final schedule pending

### Site Information

Name Nason Creek, Leavenworth WA

Address Nason Creek, near Nason Creek rest stop

City, State Zip on Highway 02,

Site Contact Hannah Pygott, Construction Manager

Site Contact # 509-670-9306

Start Time 7:00 AM End Time 5:00 PM

### Company Authorized Signature & Title

Please email completed form in attention to Donna Olsen at [Donna.Olsen@ecpowerslife.com](mailto:Donna.Olsen@ecpowerslife.com) or Matt Ramsay  
[Matt.Ramsay@ecpowerslife.com](mailto:Matt.Ramsay@ecpowerslife.com)

### Matt Ramsay, Project Manager

*Single Source Electrical Solutions...*

2121 NW Thurman Street, Portland, Oregon 97210 • PO Box 10286, Portland, Oregon 97296 • Telephone (503) 224-3511 • Fax (503) 242-0953  
[www.e-c-company.com](http://www.e-c-company.com) • OR CCB # 49737



**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES (DNR)  
AMENDMENT NO. 1  
TO  
AGREEMENT NO. 93-106393**

**PI:** 28P

**Funding Source:** State

**Grant Funded:** ☐ Yes ☒ No

**OMWBE:** ☐ Small Business ☐ Veteran Owned ☒ Not Applicable

**Procurement method** (Select one): ☒ Solicitation (RFP 24-02 Prescribed Fire Planning and Implementation Support)

**Statewide Vendor # (SWV):** SWV0001231

Agreement No. 93-106393 by and between the WA STATE DEPARTMENT OF NATURAL RESOURCES (hereinafter “**DNR**”) and CHELAN COUNTY NATURAL RESOURCE DEPARTMENT (hereinafter “**CCNRD/CONTRACTOR**”) is amended as follows:

Section **EXHIBIT A - SCOPE OF WORK/DELIVERABLES** is hereby replaced in its entirety with the following:

**SCOPE OF WORK/DELIVERABLES**

<b>Activity 1: Project Administration, Prescribed Burn Planning and Coordination</b>
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Grant administration, project planning, partner coordination, and staff training.
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Task	Deliverable	Completion Date	Estimated Cost
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1.1 Coordinate grant activities, manage payment requests and reporting	<p>Quarterly Progress Reports/</p> <p>Invoicing and Final Report at close of grant- to include the following:</p> <ul style="list-style-type: none"> <li>- Acreage of prep and/or burning completed</li> <li>- Shapefile(s) of prep and/or burning completed</li> <li>- Latitude/Longitude of test fire location(s)</li> </ul>	June 15, 2025 (May be billed quarterly)	\$6,020
1.2 Coordinate meetings and scheduling amongst project partners (DNR, Chelan County Fire District, Forest Service, etc.) prior to burn window(s) to prepare for burn implementation	Table of meetings with dates, attendees, and topics	June 15, 2025	\$4,000
1.3 Attend annual NWCG Fireline Refresher Course (RT-130) to maintain staff burn qualifications	RT-130 Completion Roster- documenting the date, location, instructor, and personnel that completed the Fireline Refresher	June 15, 2025	\$570
<b>Activity 1 Total</b>			<b>\$10,590</b>

#### **Activity 2: Prescribed Burn Implementation**

Coordination and implementation of prescribed burning of 62+ acres on County Section 27 Pole Flats burn unit.

<b>Task</b>	<b>Deliverable</b>	<b>Completion Date</b>	<b>Estimated Cost</b>
2.1. Prescribed burn preparation and implementation	Map(s) and shapefile(s) of treated unit	June 15, 2025	\$33,988.92
<b>Activity 2 Total</b>			<b>\$33,988.92</b>



**Activity 3: Burn Plan Development**

Identification, assessment, and development of a burn plan for additional burn units in the Stemilt Planning Area to provide shelf stock for future prescribed burn implementation.

Task	Deliverable	Completion Date	Estimated Cost
3.1 Identification and assessment of potential burn units	Maps and shapefiles of potential burn units	June 15, 2025	\$1,790
3.2 Development of burn plan for additional Stemilt burn unit	Draft Burn Plan	June 15, 2025	\$6,000
<b>Activity 3 Total</b>			<b>\$7,790</b>

**Activity 4: Burn Preparation and Implementation**

Implementation of ~15 acres of hand-thinning, piling and burning (if burning window permits) on Nason Ridge Community Forest adjacent to the community of Stellerwood to reduce fuels and support forest health.

Task	Deliverable	Completion Date	Estimated Cost
4.1 Hand-thin, pile, and burn (if burning window permits) a ~15 acre unit	Map and shapefile(s) of treated unit  At least 5 photos of project	November 30, 2024	\$20,000
<b>Activity 4 Total</b>			<b>\$20,000</b>
<b>Activity 1-4 Total</b>			<b>\$72,368.92</b>

**Reason for Change:**

This requested amendment will add funds to implement additional prescribed fire fuels reduction work. The additional funds will enable ~15 acres of hand-thinning, piling, and burning (if burning window permits) for forest health and wildfire resiliency on Nason Ridge Community Forest along the border with the Stellerwood community near Lake Wenatchee. This treatment was identified after the execution of 93-106393, but was recognized as an important action for community wildfire protection and was confirmed by DNR as a treatment that should be added to the contract for efficient and expedient implementation.

Section **EXHIBIT B - BUDGET** is hereby replaced in its entirety with the following:

**BUDGET**

The total budget is \$72,368.92. See the Scope of Work/Deliverables for activity and task descriptions.

**Table 1. Cost by Activity**

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Total
Activity 1	\$10,480	\$110	\$0	\$0	\$10,590
Activity 2	\$0	\$0	\$0	\$33,988.92	\$33,988.92
Activity 3	\$1,680	\$110	\$0	\$6,000	\$7,790
Activity 4	\$0	\$0	\$0	\$20,000	\$20,000
<b>Total</b>	<b>\$12,160</b>	<b>\$220</b>	<b>\$0</b>	<b>\$59,988.92</b>	<b>\$72,368.92</b>

**Table 2. Cost by Line Item**

<b>Personnel and Benefits</b>	
CCNRD Project Manager/Senior Natural Resource Specialist (Activities 1,3, and 4) <i>The project manager will be the primary contact for this project, and will coordinate Stemilt Partnership meetings and site visits, coordinate with DNR and federal partners in the Stemilt and Nason watersheds, work with partners to develop treatments on the Nason Ridge Community Forest, and manage subcontractors.</i>	\$9,640
CCNRD Chief Accountant (Activity 1) <i>The chief accountant will be responsible for monthly billing and all related financial aspects of the project including contractor invoicing.</i>	\$1,440
CCNRD Director, \$90/hr (Activity 1) <i>The Program Director will oversee all activities and will consult on project tasks as outlined in the scope of work, facilitate Stemilt Partnership meetings and field trip.</i>	\$1,080
<b>Travel</b>	
8 trips for planning/implementation site visits at 44 miles/trip, at mileage rate of \$0.625/mile	\$220
<b>Contractual</b>	
DNR and CCFD1 Fire Personnel and Resources. See detailed cost breakdown below. Activity 2, prescribed fire implementation.	\$33,988.92
Burn Plan Contractor TBD. Activity 3.	\$6,000
Fuels Reduction Contractor Resources. Activity 4.	\$20,000
<b>Total</b>	<b>\$72,368.92</b>

**Reason for Change:**

The budget has been updated to reflect the additional prescribed fire reduction work being implemented in Activity 4 of the Scope of Work/Deliverables.

Section **4.0 Payment** is hereby replaced in its entirety with the following:

**4.0 Payment.** Compensation, including any approved expenses, for the cost of accomplishing the work will not exceed Seventy-Two Thousand Three Hundred Sixty-Eight Dollars and Ninety-Two Cents (\$72,368.92). Compensation shall be based on the rates and terms described in Exhibit B – Budget.

Unless otherwise determined by DNR, funding for this contract is provided by the Washington State 2023-2025 Biennium, Operating Budget, DNR Program Index 28P.

Expenses

CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. The maximum amount to be paid to the CONTRACTOR for authorized expenses shall not exceed Two Hundred Twenty Dollars (\$220), which amount is included in the contract total above.

Such expenses include mileage reimbursement. CONTRACTOR shall receive compensation for travel expenses at current state travel reimbursement rates. Expenses related to travel will be reimbursed as follows:

- Personal vehicle mileage = <https://ofm.wa.gov/accounting/administrative-accounting-resources/travel> (no receipt needed)

**Reason for Change:**

The Payment section has been updated to reflect the additional prescribed fire reduction work being implemented in Activity 4 of the Scope of Work/Deliverables.

The effective date of this Amendment is the last date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

**IN WITNESS WHEREOF, the Parties hereby execute this Amendment.**

**CHELAN COUNTY  
NATURAL RESOURCE DEPARTMENT**

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES**

<u>Signature</u>	<u>Date</u>	<u>Signature</u>	<u>Date</u>
Tiffany Ghering		Jennifer Watkins	
<u>Name</u>		<u>Name</u>	
Chairman, Board of County Commissioners		Forest Resilience Division Manager	
<u>Title</u>		<u>Title</u>	
411 Washington Street, Suite 201		1111 Washington Street SE MS 47013	
Wenatchee, WA 98801		Olympia, WA 98504-7013	
<u>Address</u>		<u>Address</u>	
(509) 667-6215		(360) 338-1688	
<u>Telephone</u>		<u>Telephone</u>	



**INTERAGENCY AGREEMENT  
DEPARTMENT OF NATURAL RESOURCES (DNR)**

NO. 93-107156

PI: 28P

Funding Source: State

Grant Funded: ☐ Yes ☒ No

OMWBE: ☐ Small Business ☐ Veteran Owned ☒ Not Applicable

Procurement method (Select one): ☒ Exempt RCW 39.26.125(10) Intergovernmental agreements awarded to any governmental entity, whether federal, state, or local and any department, division, or subdivision thereof.

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as “**DNR/AGENCY**”, and the below named firm, hereinafter referred to as “**CONTRACTOR**”.

DNR and CONTRACTOR enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

Chelan County Natural Resource Department

411 Washington St., Suite 201

Wenatchee, WA 98801

**Phone:** (509) 860-8752

**Email:** sofia.bjorklund@co.chelan.wa.us

**Statewide Vendor # (SWV):** SWV0001231

**IT IS MUTUALLY AGREED THAT:**

**1.0 Purpose.** The purpose of this Agreement is to support the increased pace and scale of forest restoration treatments in the Stemilt Priority Planning Area identified in the 20-Year Forest Health

Strategic Plan. 27.6 acres of post-harvest mastication will be implemented through a collaboration between AGENCY, CONTRACTOR, and the private landowner owning the treatment area. The project will be managed by the Chelan County Natural Resource Department, and performed by a subcontractor.

**2.0 Scope of Work.** CONTRACTOR shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Exhibit A – Scope of Work/Deliverables.

**3.0 Period of Performance.** The period of performance under this contract will be from the date of execution through December 31, 2024.

**4.0 Payment.** The cost of accomplishing the work will not exceed Fifteen Thousand Seven Hundred Sixty-Six Dollars and Twenty-Five Cents (\$15,766.25). Compensation shall be based on the rates and terms described in Exhibit B – Budget.

Unless otherwise determined by DNR, funding for this contract is provided by the Washington State 23-25 Biennium Operating Budget, Program Index 27J, project code OKL.

#### Expenses

No expenses are allowed under this contract.

**5.0 Billing Procedures.** CONTRACTOR shall only submit invoices that include completed activities, tasks, and/or deliverables clearly identified in Exhibit A – Scope of Work/Deliverables. Invoices containing partially completed work will be rejected.

Payment for approved goods and/or services will be made within 30 days of receipt of the properly completed invoice.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

1. Agreement number 93-107156
2. Invoice date
3. Organization and primary contact name
4. Primary contact phone number and email address
5. Narrative description of the work performed to complete the activity(s) and/or task(s)
  1. The order in which the completed activity(s) and task(s) are listed on the invoice shall reflect the order in which they listed in the Scope of Work.
  2. Language used to describe completed activity(s) and task(s) shall reflect the language in Attachment A – Scope of Work/Deliverables.
6. Detail of the expenses being billed
  1. Expenses for each activity and/or task shall be broken down by cost type using the format in Attachment B, Table 1. Cost by Activity.
  2. DNR reserves the right to request an additional expense detail by line item using the format in Attachment B, Table 2. Cost by Line Item.
7. Supporting documentation for all expenses being billed

1. The specific activity or task completed must be accompanied by the respective invoice(s), receipt(s), and any other appropriate supporting documentation
8. Total invoice amount

**Fiscal Year/Biennial Closure:** Under fiscal year/biennial closing procedures, CONTRACTOR must submit all invoices and/or billings for services or material supplied under this contract through **June 30 to DNR no later than July 14 of that same year.**

**6.0 Records Maintenance.** CONTRACTOR shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by CONTRACTOR in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by DNR, the Office of the State Auditor, and federal officials as authorized by law. CONTRACTOR shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**7.0 Rights to Data.** Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned by AGENCY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

**8.0 Independent Capacity.** The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**9.0 Amendments.** This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

**10.0 Termination for Convenience.** Either party may terminate this Agreement upon 30 calendar days' prior written notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**11.0 Termination for Cause.** If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation

or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

**12.0 Disputes.** If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement that cannot be resolved under the preceding paragraph, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third-party dispute resolution as the parties mutually agree to in writing.

**13.0 Governance.** This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable federal statutes and rules;
- (2) State of Washington statutes and regulations
- (3) Scope of Work/Deliverables; and
- (4) Any other provisions of the agreement, including materials incorporated by reference.

**14.0 Assignment.** The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

**15.0 Waiver.** A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

**16.0 Harassment.** Per [RCW 43.01.135](#), Sexual harassment in the workplace, agency contractors hereby have access to DNR Policy PO01-052 Harassment Prevention: [www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy.pdf](http://www.dnr.wa.gov/publications/em_harassment_prevention_policy.pdf)

DNR's Policy PO01-051 Safe and Respectful Workplace, linked below, outlines DNR's commitment and the expectations for contractors: [http://www.dnr.wa.gov/publications/em\\_safe\\_respectful\\_workplace\\_policy.pdf](http://www.dnr.wa.gov/publications/em_safe_respectful_workplace_policy.pdf)



DNR's Policy PO01-037 Harassment Prevention outlines DNR's commitment and the expectations for contractors:

[www.dnr.wa.gov/publications/em\\_harassment\\_prevention\\_policy\\_037.pdf](http://www.dnr.wa.gov/publications/em_harassment_prevention_policy_037.pdf)

## **17.0 Nondiscrimination.**

a. Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at [RCW 49.60.530\(3\)](#). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.

b. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to [RCW 49.60.530\(3\)](#).

c. Default. Notwithstanding any provision to the contrary, DNR may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to [RCW 49.60.530\(3\)](#). Any such suspension will remain in place until DNR receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at [RCW 49.60.530\(3\)](#), DNR may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in [RCW 39.26.200](#). CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under [Chapter 49.60, RCW](#). DNR shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe DNR for default under this provision.

**18.0 Severability.** The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

**19.0 Responsibilities of the Parties/Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible

property including loss of use resulting therefrom. CONTRACTOR's obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR's employees, representatives, any subcontractor or its employees, or any third party.

However, CONTRACTOR shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) CONTRACTOR, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, then CONTRACTOR's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of CONTRACTOR, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

CONTRACTOR waives its immunity under [Title 51 RCW](#) to the extent it is required to indemnify, defend, and hold harmless DNR and its officials, agents or employees.

**20.0 Insurance.** Before using any of said rights granted herein and its own expense, CONTRACTOR shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

CONTRACTOR shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. CONTRACTOR shall also provide renewal certificates as appropriate during the term of this Agreement.

CONTRACTOR shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of CONTRACTOR to have its subcontractors and agents comply with the insurance requirements contained herein does not limit CONTRACTOR's liability or responsibility.

**INSURANCE TYPES & LIMITS:** The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: CONTRACTOR shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising

out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's Liability ("Stop Gap") Insurance: CONTRACTOR shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: CONTRACTOR shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." CONTRACTOR waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): CONTRACTOR shall comply with or provide Federal Workers Compensation insurance or coverage under Title 51 RCW by maintaining workers compensation insurance for its employees. CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance. CONTRACTOR waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

#### **ADDITIONAL PROVISIONS:**

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all

insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15 WAC.

**Self-Insurance:** If CONTRACTOR is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that CONTRACTOR's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of CONTRACTOR is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

**Waiver:** CONTRACTOR waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

**21.0 Complete Agreement in Writing.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

**22.0 Contract Management.**

<b>CONTRACTOR Contract Manager Information</b>	<b>DNR Contract Manager Information</b>
Sofia Bjorklund Chelan County Natural Resource Department 411 Washington St., Suite 201 Wenatchee, WA 98801 Phone: (509) 860-8752 Email address: <a href="mailto:sofia.bjorklund@co.chelan.wa.us">sofia.bjorklund@co.chelan.wa.us</a>	Austin Hayes Department of Natural Resources 1111 Washington Street SE MS 47013 Olympia, WA 98504-7013 Phone: 564-999-1667 Email address: <a href="mailto:austin.hayes@dnr.wa.gov">austin.hayes@dnr.wa.gov</a>
<b>CONTRACTOR Project Manager Information</b>	<b>DNR Project Manager Information</b>
Erin McKay Chelan County Natural Resource Department 411 Washington St., Suite 201 Wenatchee, WA 98801 Phone: (509) 630-5303 Email address: <a href="mailto:erin.mckay@co.chelan.wa.us">erin.mckay@co.chelan.wa.us</a>	Amy Ramsey Department of Natural Resources 1111 Washington Street SE MS 47013 Olympia, WA 98504-7013 Phone: (509) 905-0846 Email address: <a href="mailto:amy.ramsey@dnr.wa.gov">amy.ramsey@dnr.wa.gov</a>

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

**IN WITNESS WHEREOF, the Parties have executed this Agreement.**

**CHELAN COUNTY NATURAL  
RESOURCE DEPARTMENT**

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES**

<hr/> <i>Signature</i>	<hr/> <i>Date</i>	<hr/> <i>Signature</i>	<hr/> <i>Date</i>
<hr/> Kevin Overbay		<hr/> Jennifer Watkins	
<hr/> <i>Name</i>		<hr/> <i>Name</i>	
<hr/> Chair, Board of County Commissioners		<hr/> Forest Resilience Division Manager	
<hr/> <i>Title</i>		<hr/> <i>Title</i>	
<hr/> 411 Washington St., Suite 201		<hr/> 1111 Washington Street SE MS 47013	
<hr/> Wenatchee, WA 98801		<hr/> Olympia, WA 98504-7013	
<hr/> <i>Address</i>		<hr/> <i>Address</i>	
<hr/> 509-649-3105		<hr/> 360-338-1668	
<hr/> <i>Telephone</i>		<hr/> <i>Telephone</i>	

## EXHIBIT A

### SCOPE OF WORK/DELIVERABLES

**Activity 1: Implement 27.6 acres of post-harvest mastication on private lands in Section 13 in the Stemilt Priority Planning Area, as shown in Exhibit C.**

This treatment will complete a full forest health treatment on private lands in a high-priority landscape-scale area within the Stemilt Priority Planning Area. By collaborating with Chelan County and the private landowner, this treatment will combine resources to reduce heavy fuel loading and restore a health resilient stand that complements treatments on adjacent public lands. The funding included in this Scope of Work/Deliverables will cover 25% of the total treatment, with Chelan County contributing 50%, and the landowner contributing the remaining 25%.

Task	Deliverable	Completion Date	Estimated Cost
1A. Implement post-harvest machine mastication treatment on 27.6 acres in Section 13 of the Stemilt Priority Planning Area	Maps, GIS spatial layer, prescription documentation, and photos of completed unit.	December 31, 2024	\$15,766.25
Activity 1 Total			\$15,766.25

## EXHIBIT B

### BUDGET

The total budget is \$15,766.25. See the Scope of Work/Deliverables for activity and task descriptions.

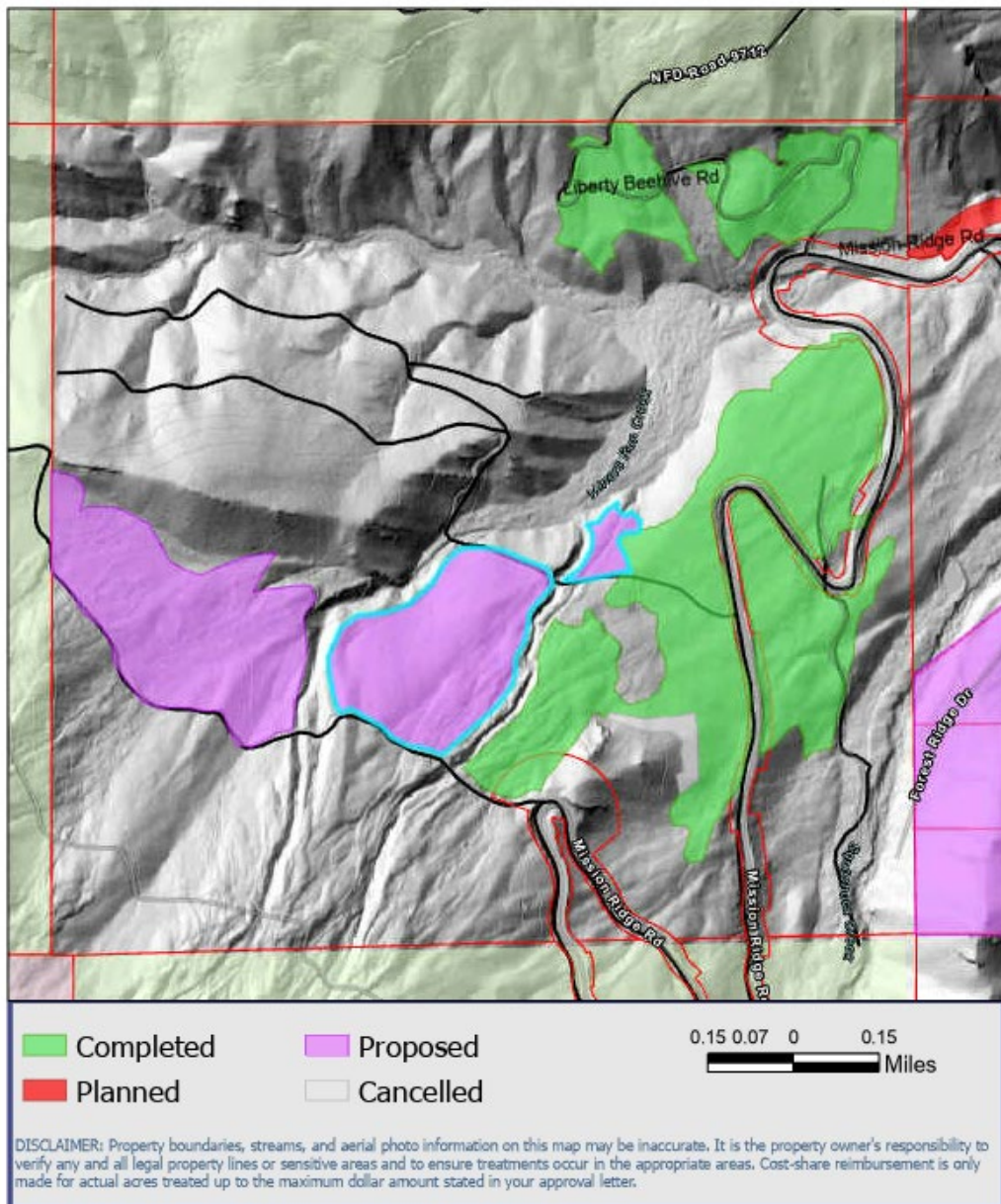
**Table 1. Cost by Activity**

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Total
Activity 1	\$0	\$0	\$0	\$15,766.25	\$15,766.25
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,766.25</b>	<b>\$15,766.25</b>

**Table 2. Cost by Line Item**

Contractual	
American Forest Management <i>American Forest Management (AFM) is the subcontractor who will be performing the work, and will split the costs between all partners. Contractor costs will be solely utilized for fuels reduction work and not for any overhead costs.</i>	\$15,766.25
<b>Total</b>	<b>\$15,766.25</b>

**EXHIBIT C**  
**IMPLEMENTATION MAP**



The 27.6 acre unit planned for implementation in this agreement is outlined in blue.



CHELAN COUNTY COMMISSIONERS  
DEPARTMENT OF PUBLIC WORKS ISSUES

May 7, 2024

9:30 A.M. PUBLIC WORKS AGENDA  
Public Works Director/County Engineer Eric Pierson

BID OPENING: Supplying Gasoline and Diesel

DISCUSSION ITEMS:

1. Resolution Establishing No Parking on Nahahum Canyon Road
2. Safe Streets and Roads for All Grant Agreement
3. Event Permit – Manson Apple Blossom Parade
4. Event Permit – Lake Chelan Rotary Club Cycle Chelan 2024
5. Open Item

ACTION ITEMS:

1. Approve Resolution Establishing No Parking on Nahahum Canyon Road
2. Approve Safe Streets and Roads for All Grant Agreement

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

- |  |  |                        |  |                |           |                  |          |                      |     |              |     |        |           |
|--|--|------------------------|--|----------------|-----------|------------------|----------|----------------------|-----|--------------|-----|--------|-----------|
| <p><b>1. Federal Award No.</b><br/>693JJ32440319</p> <p><b>4. Award To</b><br/>Chelan County<br/>316 Washington St., Suite 402<br/>Wenatchee, WA 98801</p> <p>Unique Entity Id.: N1UMA4BMMWD5<br/>TIN No.: 91-6001297</p> <p><b>6. Period of Performance</b><br/>Effective Date of Award -24 months<br/>from effective date of award</p> <p><b>8. Type of Agreement</b><br/>Grant</p> <p><b>10. Procurement Request No.</b><br/>HSA240199PR</p> <p><b>12. Submit Payment Requests To</b><br/>See Article 5</p> | <p><b>2. Effective Date</b><br/>See No. 16 Below</p> <p><b>3. Assistance Listings No.</b><br/>20.939</p> <p><b>5. Sponsoring Office</b><br/>U.S. Department of Transportation<br/>Federal Highway Administration<br/>Office of Safety<br/>1200 New Jersey Avenue, SE<br/>HSSA-1, Mail Drop E71-117<br/>Washington, DC 20590</p> <table border="0"><tr><td><b>7. Total Amount</b></td><td></td></tr><tr><td>Federal Share:</td><td>\$284,000</td></tr><tr><td>Recipient Share:</td><td>\$71,000</td></tr><tr><td>Other Federal Funds:</td><td>\$0</td></tr><tr><td>Other Funds:</td><td>\$0</td></tr><tr><td>Total:</td><td>\$355,000</td></tr></table> <p><b>9. Authority</b><br/>Section 24112 of the Infrastructure Investment and<br/>Jobs Act (Pub. L. 117–58, November 15, 2021; also<br/>referred to as the “Bipartisan Infrastructure Law” or<br/>“BIL”)</p> <p><b>11. Federal Funds Obligated</b><br/>\$284,000</p> <p><b>13. Accounting and Appropriations Data</b><br/>15X0173E50.0000.055SR10500.5592000000.41010.6100<br/>6600</p> | <b>7. Total Amount</b> |  | Federal Share: | \$284,000 | Recipient Share: | \$71,000 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$355,000 |
| <b>7. Total Amount</b>   |  |                        |  |                |           |                  |          |                      |     |              |     |        |           |
| Federal Share:   | \$284,000  |                        |  |                |           |                  |          |                      |     |              |     |        |           |
| Recipient Share:   | \$71,000   |                        |  |                |           |                  |          |                      |     |              |     |        |           |
| Other Federal Funds:   | \$0  |                        |  |                |           |                  |          |                      |     |              |     |        |           |
| Other Funds:   | \$0  |                        |  |                |           |                  |          |                      |     |              |     |        |           |
| Total:   | \$355,000  |                        |  |                |           |                  |          |                      |     |              |     |        |           |

**14. Description of the Project**

This project will create a Safe Streets and Roads for All action plan.

**RECIPIENT**

**15. Signature of Person Authorized to Sign**

_____ Signature	_____ Date
Name: Kevin Overbay	
Title: Board of Commissioners Chairman	

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

_____ Signature	_____ Date
Name: Hector Santamaria	
Title: Agreement Officer	

**DEPARTMENT OF TRANSPORTATION**  
**GRANT AGREEMENT UNDER THE**  
**FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the Chelan County (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the creation of a Safe Streets and Roads for All Action Plan.

The parties therefore agree to the following:

**ARTICLE 1**  
**GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("**SS4A**") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2**  
**APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: Chelan County Public Works Comprehensive Roadway Safety Plan

Application Date: 9/15/2022

**2.2 Award Amount.**

SS4A Grant Amount: \$284,000

**2.3 Federal Obligation Information.**

Federal Obligation Type: Single

**2.4 Budget Period.**

Budget Period: See Block 6 of Page 1

**2.5 Grant Designation.**

Designation: Planning and Demonstration

**ARTICLE 3**  
**SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project's Statement of Work.**

The project will be completed in one phase as follows:

Chelan County will utilize this project to complete a comprehensive roadway safety plan in accordance with Safe Streets and Roads for All philosophies.

**3.2 Project's Estimated Schedule.**

**Action Plan Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
Planned NEPA Completion Date:	12/1/2025
Planned Draft Plan Completion Date:	12/1/2025
Planned Final Plan Completion Date:	4/01/2026
Planned Final Plan Adoption Date:	4/01/2026
Planned SS4A Final Report Date:	6/01/2026

**3.3 Project's Estimated Costs.**

**(a) Eligible Project Costs**

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$284,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$71,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$355,000

**(b) Indirect Costs**

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

## ARTICLE 4

### RECIPIENT INFORMATION

#### 4.1 Recipient Contact(s).

Eric Pierson  
Director/County Engineer  
Chelan County Public Works  
316 Washington St. Suite 402  
Wenatchee, WA 98801  
(509) 860-6415  
[Eric.pierson@co.chelan.wa.us](mailto:Eric.pierson@co.chelan.wa.us)

#### 4.2 Recipient Key Personnel.

Name	Title or Position
Eric Pierson	County Engineer
Lawrence Dillin	Staff Engineer

#### 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-33, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-493-2402  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator – Washington  
Agreement Officer's Representative (AOR)  
711 Capital Way S. Suite 501  
Olympia, WA 98501  
(360)753-9480  
[hdawa@dot.gov](mailto:hdawa@dot.gov)

and

Joel Barnett  
Washington Division Office Lead Point of Contact  
Safety & Design Engineer  
711 Capital Way S. Suite 501  
Olympia, WA 98501  
(360) 534-9323  
[Joel.Barnett@dot.gov](mailto:Joel.Barnett@dot.gov)

## **ARTICLE 5**

### **USDOT ADMINISTRATIVE INFORMATION**

#### **5.1 Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

#### **SUBAWARDS AND CONTRACTS APPROVAL**

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

## 5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.



## **ARTICLE 6**

### **SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

**ATTACHMENT A**  
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** Non-incorporated Chelan County

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

## ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

**Scope:** No change

**Schedule:** This is delayed one year from our application due to the duration of completing our funding agreement.

**Budget:** N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
<b>Previously Incurred Costs (Non-Eligible Project Costs)</b>				
Federal Funds			N/A	
Non-Federal Funds			N/A	
Total Previously Incurred Costs			N/A	
<b>Future Eligible Project Costs</b>				
SS4AFunds			N/A	
Other Federal Funds			N/A	
Non-Federal Funds			N/A	
Total Future Eligible Project Costs			N/A	
Total Project Costs	N/A	N/A	N/A	

## ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

### 1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

### 2. Supporting Narrative.

The project will include reviewing and identifying initiatives and projects to support underserved citizens in un-incorporated Chelan County.

## ATTACHMENT D CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

### 1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
x	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

## 2. **Supporting Narrative.**

As part of this project, the County will identify, and review climate change and environmental justice impacts of projects recommended by the Action Plan.

## ATTACHMENT E LABOR AND WORKFORCE

### 1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> <li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li> <li>b. proactive partnerships with the U.S. Department of Labor’s Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color;</li> <li>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;</li> <li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li> <li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li> <li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li> </ul> <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
x	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

## 2. Supporting Narrative.

As part of this project, the County will identify and review options to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards on projects recommended by the Action Plan.



**RESOLUTION NO. 2024-\_\_\_\_\_**  
**RE: Nahahum Canyon Road**

**WHEREAS**, Nahahum Canyon Road is a narrow winding roadway in the Cashmere area; and

**WHEREAS**, Cashmere Canyons Preserve is a popular hiking trail accessed from Nahahum Canyon Road; and

**WHEREAS**, the parking lot fills up and cars park along the roadway; and

**WHEREAS**, parking along the road obstructs travel by the public and access by emergency vehicles, blocks sight distance, causes damage to the roadway, and creates fire danger during the summer months; and

**WHEREAS**, it is the recommendation of the County Engineer for the above reasons that for Nahahum Canyon Road, parking be prohibited along the left and right side of the road in the vicinity of the trailhead and proper signage be installed to notify the public of the parking prohibitions.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners for Chelan County that there shall be no parking on the west side of Nahahum Canyon Road from milepost 2.77 to milepost 2.90 and on the east side from milepost 2.79 to milepost 2.86, which is located in Section 22, Township 24 North, Range 19 East, W.M.; and

**BE IT FURTHER RESOLVED** that said designated no parking area shall be posted “No Parking” to be in effect twenty-four (24) hours per day; and

**BE IT FURTHER RESOLVED** the penalty for violation of this resolution is established by Chelan County Code 9.12.030, and

**BE IT FURTHER RESOLVED** the Chelan County Engineer is directed to install signage as appropriate.

Dated at Wenatchee, Washington this 7<sup>th</sup> day of May, 2024.

**BOARD OF CHELAN COUNTY COMMISSIONERS**

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KEVIN OVERBAY, Chairman

---

SHON SMITH, Commissioner

---

TIFFANY GERING, Commissioner

ATTEST: ANABEL TORRES

---

Clerk of the Board





# CHELAN COUNTY

DEPARTMENT OF PUBLIC WORKS  
316 WASHINGTON STREET  
SUITE 402  
WENATCHEE, WASHINGTON 98801  
TELEPHONE (509) 667-6415

**Eric P. Pierson, PE**  
DIRECTOR/COUNTY ENGINEER

April 4, 2024

Manson Apple Blossom Parade  
PO Box 378  
Manson, WA 98831

RE: Manson Apple Blossom Parade

Dear Ms. Garfoot:

Attached you will find a copy of the fully executed Event Permit for the Manson Apple Blossom Parade happening on May 11, 2024 which was approved by the Sheriff's office and our department.

If you have any questions please give me a call at 509.667.6415.

Sincerely,

Jamie Parkins  
Business Assistant-Administration

Attachments: Copy of Permit



# CHELAN COUNTY

## DEPARTMENT OF PUBLIC WORKS

316 WASHINGTON STREET  
SUITE 402  
WENATCHEE, WASHINGTON 98801  
TELEPHONE (509) 667-6415  
ERIC PIERSON, PE  
DIRECTOR/COUNTY ENGINEER

RECEIVED

FEB 08 2024

CHELAN COUNTY  
PUBLIC WORKS

## EVENTS PERMIT

APPLICATION FOR EVENT OR ACTIVITY IN CHELAN COUNTY RIGHT-OF-WAY FEE: **\$250**

Permit must be received by Chelan County Public Works Department **ONE (1) MONTH** in advance of the event/activity date

APPLICANT INFORMATION		
Applicant (Print full name): <b>Manson Apple Blossom Parade</b>		
Address: <b>PO Box 378</b>		
City: <b>Manson</b>	State: <b>WA</b>	Zip: <b>98831</b>
Phone No: <b>509-885-5147</b>	Email: <b>mansonroyalty@gmail.com</b>	
ORGANIZER'S INFORMATION		
Organizer's True Name: <b>Leanna Garfoot</b>		
Address: <b>517 Coyote Trail Rd</b>		
City: <b>Manson</b>	State: <b>WA</b>	Zip: <b>98831</b>
Phone No: <b>509-885-5147</b>	Email: <b>mansonroyalty@gmail.com</b>	
UBI Number: <b>601789205</b>		
NAME OF EVENT/ACTIVITY CONTACT: <i>Contacts must be on site during event in case they are needed by emergency responders</i>		
Name (Print): <b>Leanna Garfoot</b>		
Email: <b>lgarfoot.3@gmail.com</b>		
Cell Phone Number: <b>509-885-5147</b>		
Alternate Contact Person: <i>Contacts must be on site during event in case they are needed by emergency responders</i>		
Organizer's True Name: <b>Mindy Garfoot</b>		
Email: <b>brunmindy@gmail.com</b>		
Cell Phone Number: <b>509-885-2020</b>		

EVENT INFORMATION
Name of Event/Activity: <b>Manson Apple Blossom Parade</b>
Type/Description of Event/Activity: <b>Community Parade and events</b>
Date(s) of Proposed Event/Activity: <b>May 11th, 2024</b>
Times for Proposed Event/Activity: <b>8:00 am to 5:30 pm</b>

*Describe proposed route on county right-of-way, including start and end points, assembling points, and parking (please submit a map illustrating the route and other pertinent information):*

The start of the parade is at the corner of Quetiltquasoon and Hwy 150 continuing to the end of the parade at the corner of Pedoi and Hwy 150. Assembly is in Lefler field off Hwy 130. The fun run assembly is at the Business Center on Hwy 150. There is a 2k and a 5k race. See attached map of routes. Volunteers will be positioned at intersections along route and cars at major intersections. Runners finish the race where they started.

*Estimated number of people, vehicles, and/or animals expected to participate or be included in the event/activity (please provide detailed information):*

In the parade - people (1700), Cars (45), Animals (5), Spectators (5000)

Race volunteers (20), Runners (200)

*Proof of permissions for event/activity officials, participants, and spectators to enter onto private and public property in relation to this activity (please submit documentation):*

Public Works permit is all that's needed. No Private

*Proof of authorizations from other involved jurisdictions (please submit documentation):*

Waiting for DOT, sheriff's office, Link, and State Patrol approval. See attached.

*Name of organizer's insurance company and policy number for coverage of this event/activity (please submit a certificate/proof of insurance showing coverage's and an endorsement including Chelan County as additional insured and providing that the organizer's insurance policy shall be primary insurer for the event/activity):*

Company: Policy will be submitted by Jim Slaugenhaupt Agency

*Policy Number:*

*Describe organizer's previous experience with the conduct and administration of this type of event/activity:*

The current parade chairs have been assisting for the past 5-7 years. The previous parade chair will also be present to assist in any way. This is the 104th Manson Apple Blossom Parade.

*Traffic plan, safety plan, race plan:*

Due to the parade on Hwy 150 we have a detour route set up. This year is the second year we have closed the road at Quetiltquasoon and Hwy 150. There are 3 lanes at this intersection. The right lane will be for right turns only to detour to park or return to Chelan. Center lane is for parade entries and the left lane is for parking or detour to Chelan. Each lane will have a sign, each detour will have a sign, and closures are marked 250ft before the closure. See attached map. Race maps are also included. Volunteers are posted at all intersections and corners along the route holding 25 and 5k signs. At locations where the route crosses the Hwy we will have flaggers along with barricades.



<p>Will any road closure or lane/shoulder restrictions be needed? (Yes or No):  Yes</p>
<p>If yes, provide details:  <b>IF A ROAD CLOSURE IS TO LAST IN EXCESS OF 12 HOURS, THE APPLICANT SHALL PUBLISH NOTICE IN A LOCAL PAPER AND POST ONSITE A MINIMUM OF 3 DAYS PRIOR TO THE CLOSURE IN ACCORDANCE WITH RCW 47.48.</b>  Please see attached map. We have contacted Chelan County Sheriffs office and worked out all of the details in previous years. We have also worked with public works. We have revised from previous years for the best possible situation.  Roads closed are Hwy 150 at Quetilquasoon and Pedoi, Hale, Green, Totem Pole, Tike. Fun run road closures are included in parade closures.</p>
<p>Documentation for any requested waiver or exemption (please submit):  NA</p>
<p>Other:  NA</p>
<p>Plan for Event Clean-Up:  Clean up responsibilities are borne by the Apple Blossom Committee.</p>



Applicant's Signature

Feb 7, 2024

Date and Place

Printed Name: Leanna Garfoot

Title: Parade Chair

For County Use Only

- ☒ Chapter 9.26 of the Chelan County Code is incorporated by this reference.
- ☐ See attached Exhibit(s) \_\_\_\_\_ - \_\_\_\_\_ for additional conditions and route modifications.
- ☒ Fire Districts notified: \_\_\_\_\_
- ☒ Permit fee of \$250.00 (copy of receipt attached).
- ☐ Payment in advance for necessary public safety personnel and equipment in the amount of \$ \_\_\_\_\_ (copy of receipt and related documents attached).

Reviewed and Approved:

Chelan County Public Works Department

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

Date: 4/1/24

Permit is ☒ Approved ☐ Denied

Chelan County Sheriff's Office

By: Daniel Ozment  
Digitally signed by Daniel Ozment  
DN: cn=Daniel Ozment, o=Chelan County Sheriff's  
Office, ou=Undersheriff,  
email=dozment@co.chelan.wa.us, c=US  
Date: 2024.02.27 08:59:46 -0800

Date: 02/27/2024

\* AS NOTED

For questions, we may be reached at the following address, phone, or email:

Chelan County Public Works Department  
316 Washington St, Suite 402  
Wenatchee WA 98801

(509) 667-6415 or [public.works@co.chelan.wa.us](mailto:public.works@co.chelan.wa.us)

- \* DETOUR signs to be MUTCD compliant
- \* Staging/Setup/Sign In for Fun Run to be done on private property or, if done within roadway or sidewalk shall be done within the DETOUR to prevent traffic impacts
- \* Organizers shall monitor Quetiquason/Green Ave. intersection for trucks that cannot make turn during detour.



**Chelan County**  
**Department of Public Works**

316 Washington St, Suite 402  
Wenatchee, WA 98801  
(509) 667-6415

Receipt Number: 24-00295

**Payer/Payee:** MANSON APPLE BLOSSOM PARADE  
PO BOX 378  
MANSON WA 98831

**Cashier:** ROSE HOLMAN

**Date:** 02/20/2024

**EVE 24-002 PW EVENT OR ACTIVITY IN COUNTY RIGHT-OF-WAY PERMIT**

<u>Fee Description</u>	<u>BARS Number</u>	<u>Fee Amount</u>	<u>Amount Paid</u>	<u>Fee Balance</u>
PW - Event Permit Fee - Public Works	110.001.32240.00.000	\$125.00	\$125.00	\$0.00
PW - Event Permit Fee - Sheriff's	010.145.34210.02.000	\$125.00	\$125.00	\$0.00
		<b>\$250.00</b>	<b>\$250.00</b>	<b>\$0.00</b>
<b>TOTAL PAID:</b>		<b>\$250.00</b>		

<u>Payment Method</u>	<u>Reference Number</u>	<u>Payment Amount</u>
CHECK	Check#1670	\$250.00
<b>Total:</b>		<b>\$250.00</b>

**Notes :**

**Project Information**

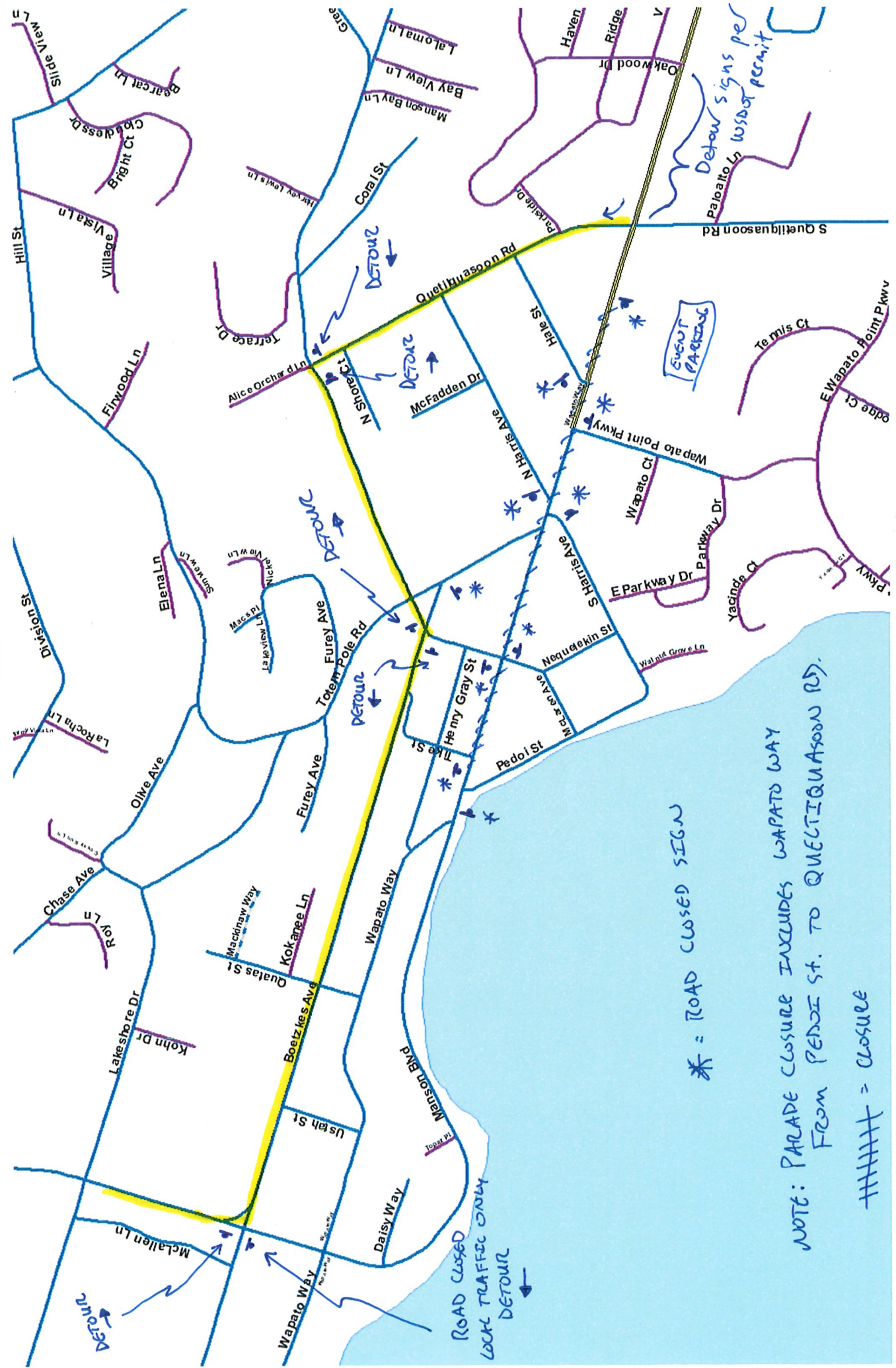
<u>License #</u>	<u>License Type</u>	<u>Parcel #</u>
EVE 24-002	PW-EVENT	

**Project Contacts**

<u>License #</u>	<u>Name</u>	<u>Association</u>	<u>Address</u>
EVE 24-002	MANSON APPLE BLOSSOM PARADE	APPLICANT	PO BOX 378, MANSON, WA 98831



# MANSON APPLE BUSSON PARADE DETOUR MAP



\* = ROAD CLOSED SIGN

NOTE: PARADE CLOSURE INCLUDES WAPATO WAY  
FROM PEDOL ST. TO QUELTQUASON RD.

+++++ = CLOSURE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	<b>The VIP Agency Chelan, LLC</b> PO Box 909 Chelan, WA 98816	CONTACT NAME: <b>Coron Polley</b> PHONE (A/C, No, Ext): <b>509-682-4517</b> E-MAIL ADDRESS: <b>cpolley@vipagencygroup.com</b> FAX (A/C, No): <b>509-682-4519</b>
INSURED	<b>MANSON APPLE BLOSSOM FESTIVAL, INC</b> DBA Manson Apple Blossom P.O. BOX 378 MANSON, WA 98831	INSURER(S) AFFORDING COVERAGE INSURER A : <b>Western National Mutual</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # <b>15377</b>

## COVERAGES

CERTIFICATE NUMBER: 00019293-165906

REVISION NUMBER: 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPP 1307448	04/01/2024	04/01/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy Form CG 2026 is attached.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Chelan County</b> 316 Washington Street Wenatchee, WA 98801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  (CJP)
--	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

CHELAN COUNTY  
316 WASHINGTON ST  
WENATCHEE WA 98801

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



RECEIVED

MAY 01 2024

CHELAN COUNTY  
PUBLIC WORKS



# CHELAN COUNTY

## DEPARTMENT OF PUBLIC WORKS

316 WASHINGTON STREET

SUITE 402

WENATCHEE, WASHINGTON 98801

TELEPHONE (509) 667-6415

ERIC PIERSON, PE

DIRECTOR/COUNTY ENGINEER

EVE 24-005

## EVENTS PERMIT

### APPLICATION FOR EVENT OR ACTIVITY IN CHELAN COUNTY RIGHT-OF-WAY FEE: \$250

Permit must be received by Chelan County Public Works Department ONE (1) MONTH in advance of the event/activity date

<b>APPLICANT INFORMATION</b>		
Applicant (Print full name): Lake Chelan Rotary Club Cycle Chelan 2024		
Address: PO Box 601		
City: Chelan	State: WA	Zip: 98816
Phone No: 509.860.2590	Email: coronpolley@yahoo.com	
<b>ORGANIZER'S INFORMATION</b>		
Organizer's True Name: Lake Chelan Rotary Club		
Address: PO Box 601		
City: Chelan	State: WA	Zip: 98816
Phone No:	Email:	
UBI Number: 6026644954		
<b>NAME OF EVENT/ACTIVITY CONTACT: Contacts must be on site during event in case they are needed by emergency responders</b>		
Name (Print): Bob Hargedon		
Email: bobhargedon1@gmail.com		
Cell Phone Number: 425.495.2165		
<b>Alternate Contact Person: Contacts must be on site during event in case they are needed by emergency responders</b>		
Organizer's True Name: Coron Polley		
Email: coronpolley@yahoo.com		
Cell Phone Number: 509.860.2590		

<b>EVENT INFORMATION</b>
Name of Event/Activity: Bicycle Ride
Type/Description of Event/Activity: Various bicycle loops in the Chelan Valley
Date(s) of Proposed Event/Activity: 6/22/2024
Times for Proposed Event/Activity: 7am to 5pm

*Describe proposed route on county right-of-way, including start and end points, assembling points, and parking (please submit a map illustrating the route and other pertinent information):*

Mentric Century- North and South Shores, Boyd Road, Manson Lakes (Map attached)

Cycle Di Vino- North and South Shore, Manson Lakes (map attached)

Lake Loop- North and South Shore, Manson Lakes (map attached)

*Estimated number of people, vehicles, and/or animals expected to participate or be included in the event/activity (please provide detailed information):*

Cyclist Estimate= 500

Animals=0

Vehicles on road for assistance to riders= 12

*Proof of permissions for event/activity officials, participants, and spectators to enter onto private and public property in relation to this activity (please submit documentation):* Chelan County Public Utility District, will submit

*Proof of authorizations from other involved jurisdictions (please submit documentation):* WSDOT, City of Chelan, will submit

*Name of organizer's insurance company and policy number for coverage of this event/activity (please submit a certificate/proof of insurance showing coverage's and an endorsement including Chelan County as additional insured and providing that the organizer's insurance policy shall be primary insurer for the event/activity):*

Company: Westchester Surplus Lines Insurance Company

Policy Number: G73578917002

*Describe organizer's previous experience with the conduct and administration of this type of event/activity:*

Rotary has been running and managing this even for more than 20 years

*Traffic plan, safety plan, race plan:*

Bike on road and slow signs in congested areas, directional signs for cyclist.

Will any road closure or lane/shoulder restrictions be needed? (Yes or No):

If yes, provide details:

**IF A ROAD CLOSURE IS TO LAST IN EXCESS OF 12 HOURS, THE APPLICANT SHALL PUBLISH NOTICE IN A LOCAL PAPER AND POST ONSITE A MINIMUM OF 3 DAYS PRIOR TO THE CLOSURE IN ACCORDANCE WITH RCW 47.48.**

No road closures for this event

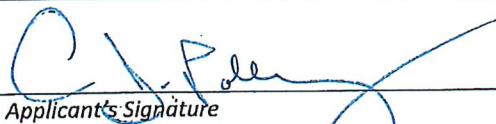
Documentation for any requested waiver or exemption (please submit):  
waiver is attached

Other:

We would like to request a road sweeper travel the routes the week prior to the event if possible

Plan for Event Clean-Up:

Lake Chelan Rotary will remove all garbae from aid stations along Chelan County Right of Way

  
Applicant's Signature

4/24/2024, Chelan, WA  
Date and Place

Printed Name:

Coran J. Polley

Title:

Event Permits

**For County Use Only**

- ☐ Chapter 9.26 of the Chelan County Code is incorporated by this reference.
- ☐ See attached Exhibit(s) \_\_\_\_\_ - \_\_\_\_\_ for additional conditions and route modifications.
- ☐ Fire Districts notified: \_\_\_\_\_
- ☒ Permit fee of \$250.00 (copy of receipt attached).
- ☐ Payment in advance for necessary public safety personnel and equipment in the amount of \$\_\_\_\_\_ (copy of receipt and related documents attached).

Reviewed and Approved:

Permit is ☐ Approved ☐ Denied

**Chelan County Public Works Department**

**Chelan County Sheriff's Office**

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

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

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

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

For questions, we may be reached at the following address, phone, or email:

Chelan County Public Works Department  
316 Washington St, Suite 402  
Wenatchee WA 98801

(509) 667-6415 or [public.works@co.chelan.wa.us](mailto:public.works@co.chelan.wa.us)





# 2023 Cycle Chelan Metric Century Route final

By [gray\\_guy](#)

📍 62.3 mi + 4,070 ft ↗ 10.7 %  
🕒 00:00 ⬇ - 4,069 ft ↘ -12.1 %

Send to Device

- 📍 Chelan, WA
- 👁 Public (247 views)
- 📅 Created Dec 13, 2022
- 🔄 Updated Mar 6, 2023
- 💬 0 reviews
- 💬 0 comments
- 🔖 Copy of 2023 Cycle Chelan Metric Century Route 2

## Like What You See?

Sign up for a free Ride with GPS account to save this ride and send to your device.

Sign up

## Surfaces

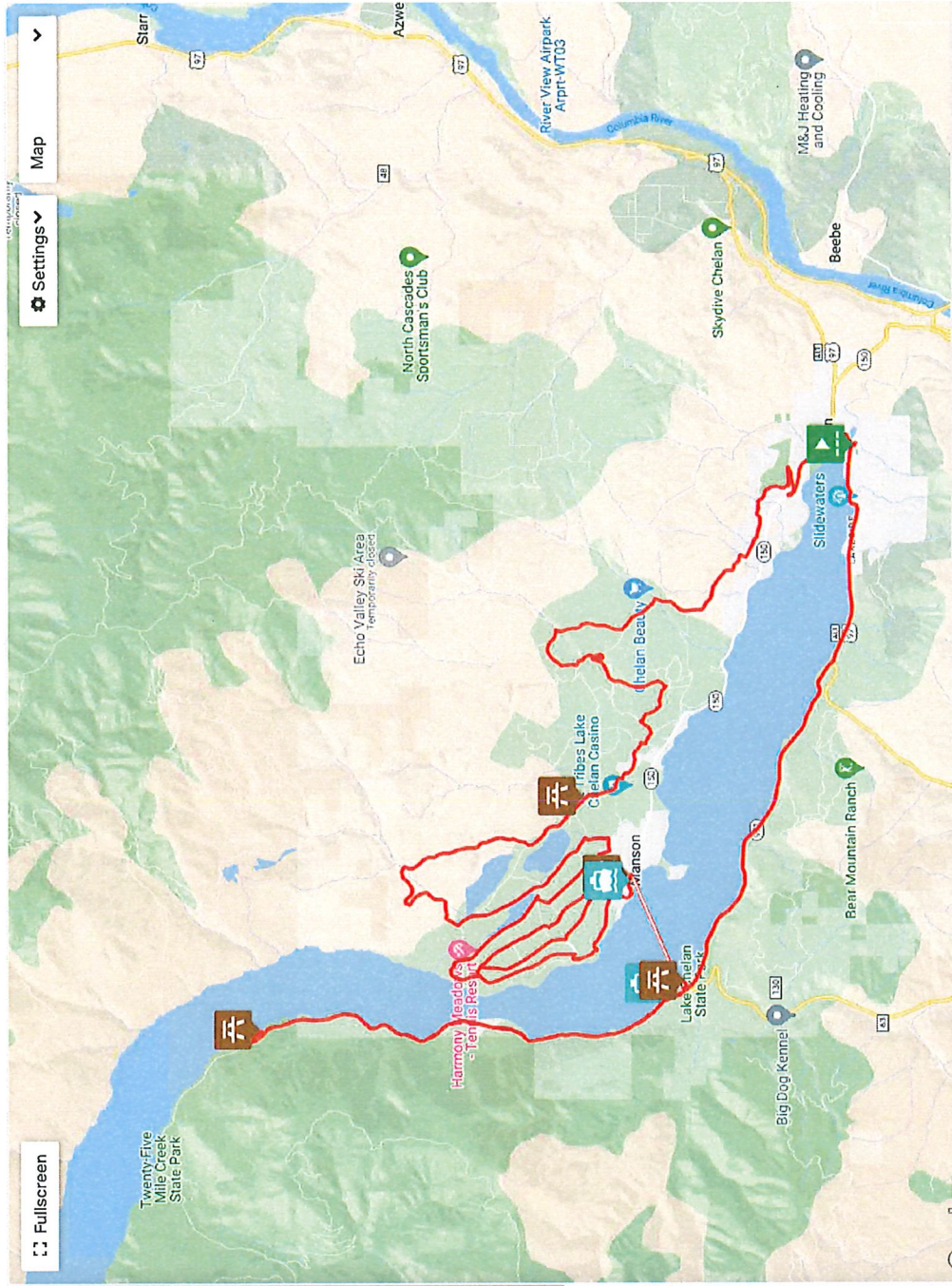
①			
■ Paved	60.5 mi	97%	
□ Unknown	1.8 mi	3%	

## Cuesheet

- ➡ Turn right onto Sanders St/S Saund... 0.1 mi
- ⬅ Turn Left onto Gibson St 0.8 mi



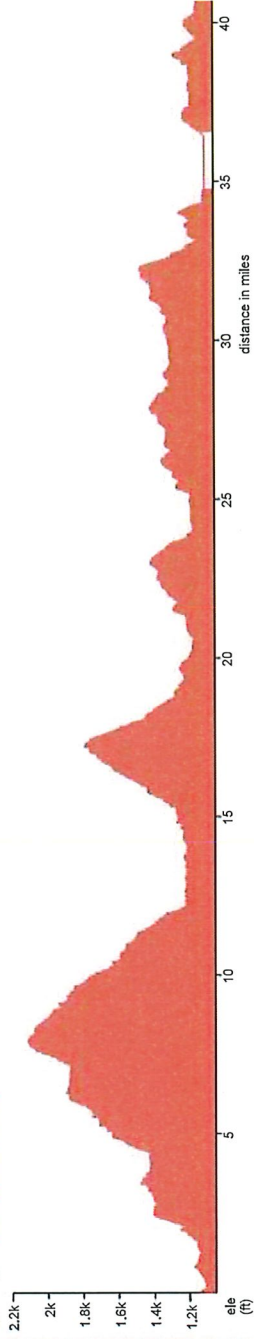
Sign up



Map data ©2023 Google Report a map error

Drag on graph to zoom/select

Ele Surfaces Grade 62.3 miles +4,070 ft / -4,069 ft





## Cuesheet

- Turn right onto Sanders St/S Saunders St/Webster Ave  
0.1 mi
- Turn Left onto Gibson St  
0.8 mi
- Turn right onto W Manson Rd  
1.3 mi
- At the traffic circle, take the 1st exit  
2.0 mi
- Turn right onto No-See-Um Rd  
2.0 mi
- Turn left at W Golf Course Dr  
2.5 mi
- Turn right to stay on W Golf Course Dr  
2.8 mi
- Turn right onto Bogey Blvd  
3.1 mi
- Turn left onto Fair Way  
3.4 mi
- Turn right onto Orchard View Dr  
3.5 mi
- Turn left onto Butte Rd  
4.2 mi
- Turn right onto Boyd Rd  
4.4 mi
- Continue onto Boyd Loop Rd/Cooper Gulch Rd/Cooper Mountain Rd  
7.1 mi
- Turn left onto Boyd Loop Rd/Swanson Gulch Rd  
8.2 mi
- Turn right onto Winesap Ave  
9.6 mi
- Turn right onto Chapman Rd

11.2 mi

- Turn right onto Swartout Rd

12.2 mi

- Turn right to stay on Swartout Rd

12.4 mi

- Turn Left to stay on Swartout Rd

12.5 mi

- Turn right onto Wapato Lake Rd

13.3 mi

- Slight right onto Upper Joe Creek Rd

15.2 mi

- Turn left onto Lower Joe Creek Rd

17.3 mi

- Turn Left on Wapato Lake Rd

19.2 mi

- Slight right onto Dry Lake Rd

19.5 mi

- Slight left onto Green Ave

20.7 mi

- Turn left to stay on Green Ave

21.5 mi

- Turn right to stay on Green Ave

21.8 mi

- Turn right onto Hill St

22.1 mi

- Turn right onto Totem Pole Rd

22.3 mi

- Sharp left onto Green Ave

23.8 mi

- Continue straight onto W Manson Blvd

25.1 mi

- Continue Straight onto Loop Ave

25.3 mi

- Turn left onto Washington St

26.2 mi

- Continue Straight onto Washington St

26.3 mi

- Turn right onto Manson Blvd

28.6 mi

- Turn right to stay on Manson Blvd

29.3 mi

- Turn left onto Washington St

30.8 mi

- Slight left onto Summit Blvd

30.9 mi

- Turn right onto Chelan Pl

32.6 mi

- Slight left onto Lakeshore Dr

32.6 mi

- Turn left to stay on Lakeshore Dr

33.1 mi

- Turn Right onto Manson Blvd

34.0 mi

- Turn Right onto S. Lakeshore Dr.

36.9 mi

- Slight right to stay on Fields Point Rd

44.4 mi

- Turn left onto S Lakeshore Rd

45.4 mi

- Turn left onto US-97 ALT N

58.7 mi

- Turn right onto S Farnham St

62.2 mi



# 2023 Cycle Chelan Lake Loop Final

By [gray\\_guy](#)

📍 43.7 mi + 2,019 ft ↗ 6.0 %  
🕒 00:00 ⬇ - 2,044 ft ↘ -5.0 %

Send to Device

- 📍 Chelan, WA
- 👤 Public (139 views)
- 📅 Created Dec 12, 2022
- 🔄 Updated Mar 31, 2023
- 👍 0 reviews
- 💬 0 comments
- 📄 Copy of [2023 Cycle Chelan Lake Loop Final](#)

## Like What You See?

Sign up for a free Ride with GPS account to save this ride and send to your device.

Sign up

## Surfaces

🛣 Paved	41.7 mi	95%
🛤 Unknown	2 mi	5%

## Cuesheet

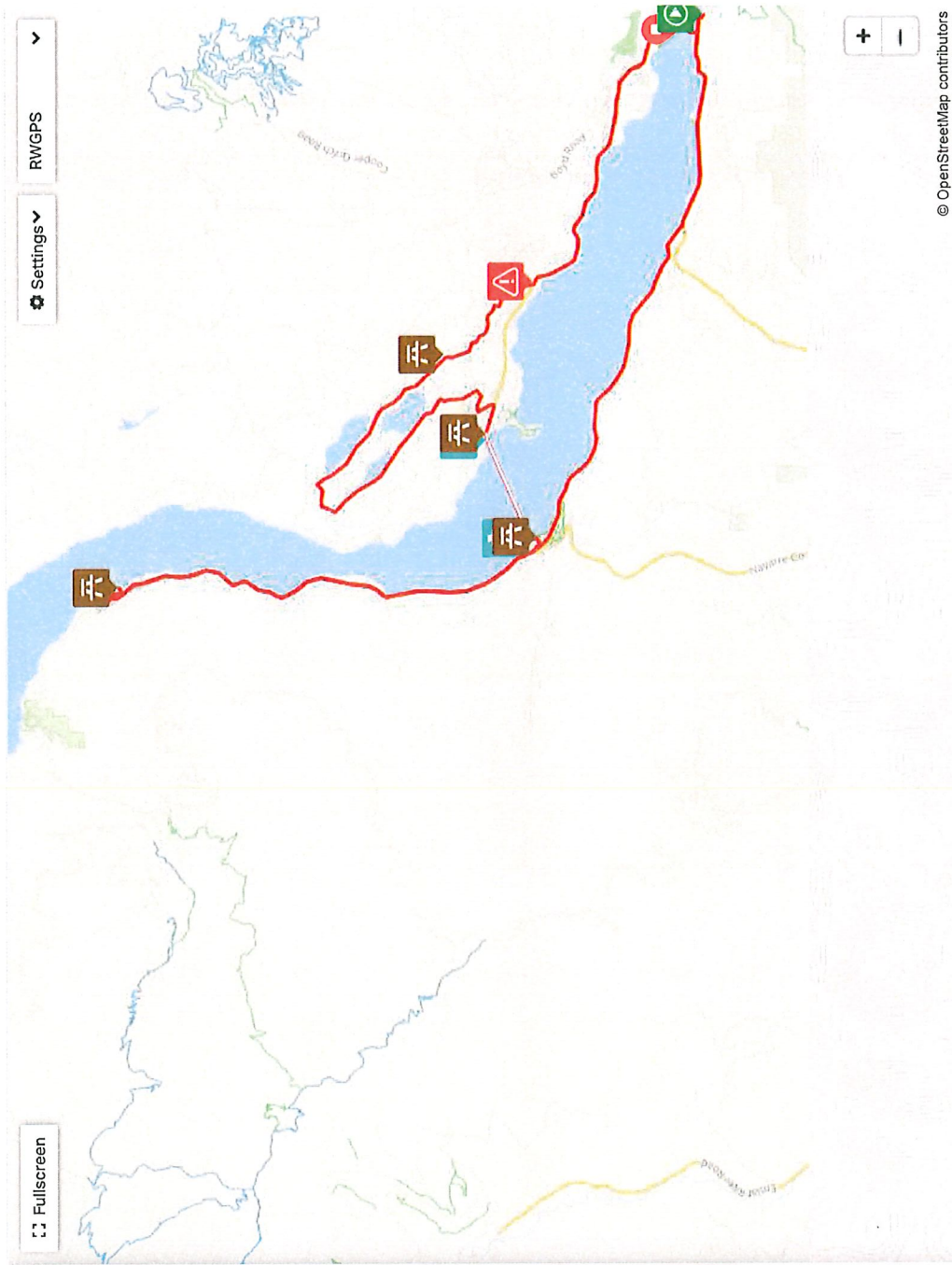
- 👉 Turn left onto West Webster Avenu... 0.1 mi
- 👉 Turn right onto South Lakeshore Ro... 3.6 mi



Sign up



RWGPS



© OpenStreetMap contributors

Drag on graph to zoom/select

Ele Surfaces Grade 43.7 miles +2,019 ft / -2,044 ft



43.7 miles +2,019 ft / -2,044 ft

1.4k

1.3k

1.2k

1.1k

ele

(ft)

distance in miles

28

26

24

22

20

18

16

14

12

10

8

6

4

2

## Cuesheet

- Turn left onto West Webster Avenue, US 97 Alt  
0.1 mi
- Turn right onto South Lakeshore Road, WA 971  
3.6 mi
- Turn right onto Fields Point Road  
16.9 mi
- Turn left onto South Lakeshore Road  
17.9 mi
- Turn left into Lake Chelan State Park. Continue down to boat ramp  
25.3 mi
- Turn sharp right onto Wapato Way, WA 150  
27.5 mi
- Turn sharp left onto Quetilquasoon Road  
28.0 mi
- Turn right onto Green Avenue  
28.3 mi
- Turn left onto Green Avenue  
28.5 mi
- Turn left onto Green Ave  
29.3 mi
- Turn right onto Green Avenue  
29.6 mi
- Turn right onto Manson Boulevard  
31.9 mi
- Turn right onto Manson Boulevard  
32.1 mi
- Turn right onto Wapato Lake Road  
32.5 mi
- Turn left onto Swartout Road  
36.1 mi
- Turn right onto Swartout Road

36.8 mi

- Turn slight left onto Swartout Road

36.8 mi

- Turn left onto State Route 150, WA 150

37.6 mi

- At roundabout, take exit 4 onto State Route 150

41.8 mi

- Turn sharp left onto State Route 150

41.9 mi

- At roundabout, take exit 2 onto West Manson Highway

41.9 mi

- Turn left onto West Gibson Avenue

42.6 mi

- Turn left onto West Manson Highway, WA 150

42.6 mi

- Turn right onto North Columbia Street

43.0 mi

- Turn left onto East Woodin Avenue

43.1 mi

- Keep left onto South Lake Street

43.4 mi

- Turn left onto West Webster Avenue, US 97 Alt

43.5 mi

- Turn right onto South Lake Street

43.5 mi

- Turn slight right onto West Woodin Avenue



# 2023 Cycle Chelan Cycle de Vino final

By [gray\\_guy](#)

📍 27.9 mi + 1,094 ft ↗ 5.5 %  
🕒 00:00 ⬇ - 1,094 ft ↘ -6.0 %

Send to Device

- 📍 Chelan, WA 🌐 Public (85 views)
- 📅 Created Dec 12, 2022 ⌚ Updated Mar 6, 2023
- 👍 0 reviews
- 📄 Copy of [2023 Cycle Chelan Cycle de Vino](#)

## Like What You See?

Sign up for a free Ride with GPS account to save this ride and send to your device.

Sign up

## Surfaces

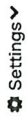
🛣 Paved	26.1 mi	94%
🛤 Unknown	1.8 mi	6%

## Cuesheet

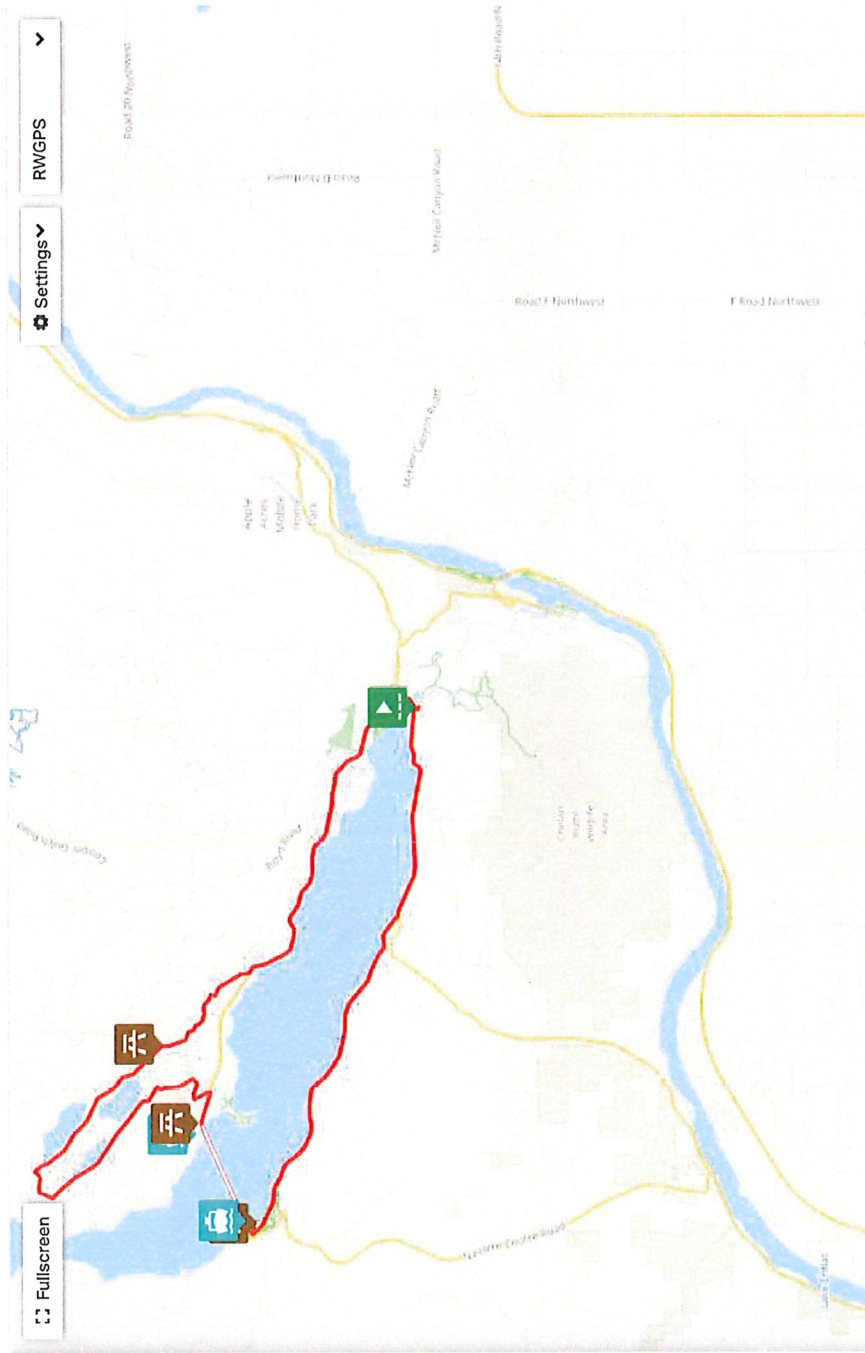
- ➡ Turn right onto West Webster Aven... 0.1 mi
- ⬆ Continue onto North Saunders Stre... 0.5 mi



Sign up



RWGPS



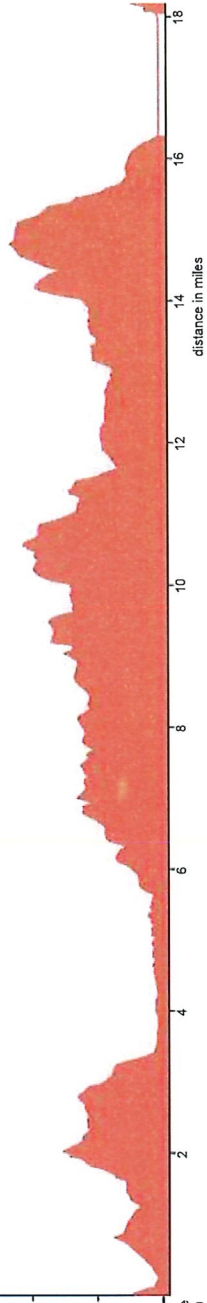
© OpenStreetMap contributors

Drag on graph to zoom/select

Ele Surfaces Grade 27.9 miles · +1,094 ft / -1,094 ft



1.4k 1.3k 1.2k 1.1k ele (ft)



## Cuesheet

- Turn right onto West Webster Avenue, US 97 Alt  
0.1 mi
- Continue onto North Saunders Street, WA 150  
0.5 mi
- Continue onto North Saunders Street  
0.5 mi
- Turn left onto East Gibson Avenue  
0.8 mi
- Turn right onto West Manson Highway, WA 150  
1.2 mi
- At roundabout, take exit 2 onto State Route 150  
1.9 mi
- Turn right onto Swartout Road  
6.2 mi
- Turn right at Bennett Rd  
6.9 mi
- Turn left onto Swartout Road  
7.0 mi
- Turn right onto Wapato Lake Road  
7.7 mi
- Turn left onto Manson Boulevard  
11.3 mi
- Turn left onto Manson Boulevard  
11.7 mi
- Turn left onto Green Avenue  
11.9 mi
- Turn left onto Green Avenue  
14.2 mi
- Turn right onto Green Avenue  
14.4 mi
- Turn slight right onto Green Avenue



15.2 mi

- Turn left onto Quetilquasoon Road

15.4 mi

- Turn sharp right onto State Route 150, WA 150

15.7 mi

- Turn left onto South Lakeshore Road, WA 971

18.4 mi

- Turn left onto US 97 Alt

24.3 mi

- Turn right onto South Farnham Street

27.8 mi



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc 811 Madison Ave Toledo OH 43604	CONTACT NAME: Crystal Gleason	
	PHONE (A/C, No, Ext): 419-259-2710 FAX (A/C, No): 419-255-7557	
Insured All Active US Rotary Clubs & Districts Lake Chelan Rotary Club  Attn: Risk Management Dept. 1560 Sherman Avenue Evanston, IL 60201-3698	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Westchester Surplus Lines Insurance Company	10172
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		G73578917002	7/1/2023	7/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		G73578917002	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			Not applicable			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	Not applicable			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

## CERTIFICATE HOLDER

## CANCELLATION

Chelan County  
316 Washington Street, Suite 402  
Wenatchee, WA, 98807

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

Chelan County  
316 Washington Street, Suite 402  
Wenatchee, WA, 98807  
Event: Lake Chelan Rotary Club Cycle Chelan 2024  
Location:  
Mentric Century- North and South Shores, Boyd Road, Manson Lakes  
Cycle Di Vino- North and South Shore, Manson Lakes  
Lake Loop- North and South Shore, Manson Lakes  
Date: 06.22.2024

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**SHERIFF AGENDA**  
May 7, 2023

**DISCUSSION ITEMS:**

1. CCSO EM / SAR Equipment Rotation List
2. Marine 2 Refurbishment Funding \$56,156.12
3. New Deputies, Campus Security and BHU Members being added
4. Request for funding for recruitment efforts

**ACTION ITEMS:**

- 1.

#	MAKE	MODEL-DRIVER	YEAR	LIFE	EOL	PURCH \$	SALVAGE	Current REPL	Inflated REPL EOL	DEPR/YR	REPL/YR	INS/YR	/year without ins	DEPR/MO	REPL/MO	INS/MO	RATE/month
2024	EM1	POLARIS NORTHSTAR	2023	10	2033	35,484.00	500.00	35,484.00	46,298.57	3,548.40	1,081.46	-	4,629.86	295.70	90.12	-	385.82
2024	EM2	POLARIS NORTHSTAR	2024	10	2034	32,266.00	500.00	35,484.00	47,687.53	3,226.60	1,542.15	-	4,768.75	268.88	128.51	-	397.40
2024	EM3	POLARIS SPORTSMAN	2024	10	2034	8999	500.00	10,000.00	13,439.16	899.90	444.02	-	1,343.92	74.99	37.00	-	111.99
2024	EM4	POLARIS SPORTSMAN	2024	10	2034	8999	500.00	10,000.00	13,439.16	899.90	444.02	-	1,343.92	74.99	37.00	-	111.99
2024	EM5	HONDA RANCHER	2019	10	2029	5897	500.00	10,000.00	11,592.74	589.70	569.57	-	1,159.27	49.14	47.46	-	96.61
2024	EM6	HONDA RANCHER	2019	10	2029	5897	500.00	10,000.00	11,592.74	589.70	569.57	-	1,159.27	49.14	47.46	-	96.61
2024	EM7	HONDA RANCHER	2019	10	2029	5897	500.00	10,000.00	11,592.74	589.70	569.57	-	1,159.27	49.14	47.46	-	96.61
2024	EM8	HONDA CRF250L	2016	10	2026	3192	500.00	6,000.00	11,592.74	589.70	569.57	-	1,159.27	49.14	47.46	-	96.61
2024	EM9	HONDA CRF300LA	2021	10	2031	5679	500.00	6,000.00	6,365.40	319.20	317.34	-	636.54	26.60	26.45	-	53.05
2024	EM10	ARTIC CAT BEARCAT	2007	10	2017	5395	500.00	19,000.00	7,379.24	567.90	170.02	-	737.92	47.33	14.17	-	61.49
2024	EM11	ARTIC CAT BEARCAT	2007	10	2017	5395	500.00	19,000.00	-	-	-	-	-	-	-	-	-
2024	EM12	SKI DOO SKANDIC	2014	10	2024	9478	500.00	15,149.00	15,149.00	947.80	567.10	-	1,514.90	78.98	47.26	-	126.24
2024	EM13	SKI DOO SKANDIC	2015	10	2025	9478	500.00	15,149.00	15,603.47	947.80	612.55	-	1,560.35	78.98	51.05	-	130.03
2024	EM14	POLARIS RMK 800	2013	10	2023	14699	500.00	17,000.00	-	-	-	-	-	-	-	-	-

Equity for Buy in to match end of life

EM1	0
EM2	0
EM3	0
EM4	0
EM5	4203.63
EM6	4203.63
EM7	4203.63
EM8	4726.92
EM9	834.5298
EM10	19000
EM11	19000
EM12	15149
EM13	13588.65
EM14	17000
Total	\$101,910

Once replaced:

2024	EM10	ARTIC CAT BEARCAT	2024	10	2034	19000	500.00	19,000.00	25,534.41	1,900.00	653.44	-	2,553.44	158.33	54.45	-	212.79
2024	EM11	ARTIC CAT BEARCAT	2024	10	2034	19000	500.00	19,000.00	25,534.41	1,900.00	653.44	-	2,553.44	158.33	54.45	-	212.79
2024	EM14	POLARIS RMK 800	2024	10	2034	17000	500.00	17,000.00	22,846.58	1,700.00	584.66	-	2,284.66	141.67	48.72	-	190.39



# Lake Chelan ROM / Estimate



## Base Boat Products

Item	Product Code / part #	Category	Description	Price	QTY	UOM	Extended Price
1	LGHT0636	Standard Product	LED Deck lights	\$ 18.86	4	ea	\$ 75.43
2	LGHT0889	Standard Product	LED Search lights	\$ 1,746.60	1	ea	\$ 1,746.60
3	LGHT0729	Standard Product	Light Bar Whelen Mini Liberty II LED Blue	\$ 1,193.64	1	ea	\$ 1,193.64
4	LGHT0808	Standard Product	LED Flood lights	\$ 178.47	4	ea	\$ 713.89
5	ELTR3621	Standard Product	GPSMAP 8610xsv, 10" Chart plotter/Sonar	\$ 2,861.59	1	ea	\$ 2,861.59
6	ELTR3406	Standard Product	Garmin VHF 215 Marine Radio	\$ 371.00	1	ea	\$ 371.00
7	ELTR1460	Standard Product	GMR™ 18 HD+ Radom By Garmin	\$ 2,043.99	1	ea	\$ 2,043.99
8	ELTR3408	Standard Product	Transducer Garmin GT51M-TM	\$ 599.75	1	ea	\$ 599.75
9	115519-02	Standard Product	Motor guard	\$ 900.00	1	ea	\$ 900.00
10	116774-01	Standard Product	8-6 OUTBOARD GUARD, MOUNTING BRACKETS	\$ 143.86	1	ea	\$ 143.86
11	124331-01	Standard Product	Outboard, Yamaha, 200HP, 25", Standard Rot, DEC Control Fly by Wire	\$21,886.20	1	ea	\$ 21,886.20
12	124237-01	Standard Product	Outboard, Yamaha, 200HP, 25", Counter Rot, DEC Control Fly by Wire	\$22,761.00	1	ea	\$ 22,761.00
13	PROP0277	Standard Product	Prop, 19P 15-1/4 Saltwater Series II w/SDS LH	\$ 888.30	1	ea	\$ 888.30
14	PROP0274	Standard Product	Prop, 19P 15-1/4 Saltwater Series II w/SDS RH	\$ 888.30	1	ea	\$ 888.30
15	YER2-DES-150-450	Standard Product	Yamaha Dual Engine Rigging, 150-450HP w/Integrated Digital Electric	\$ 6,929.44	1	ea	\$ 6,929.44
16	POWR0395	Standard Product	Battery Switch, Dual Circuit, Red	\$ 25.94	3	ea	\$ 77.83
17	POWR0303	Standard Product	Battery, Deep Cycle, 34-DM	\$ 291.93	1	ea	\$ 291.93
18	CBHW0236	Standard Product	Battery Tray & Hold-Down, Group 24 & 34, ABYC Compliant	\$ 12.29	1	ea	\$ 12.29
19	POWR0986	Standard Product	Panel, Breaker, 8-Pos, 12-Volt, Waterproof	\$ 159.85	1	ea	\$ 159.85
20	POWR0442	Standard Product	Fuse Block, 12-Circuit, w/Cover, Neg-Bus	\$ 34.45	1	ea	\$ 34.45
21	POWR4200	Standard Product	Panel, 8-Pos, DC	\$ 211.44	1	ea	\$ 211.44
22	POWR0314	Standard Product	Breaker, 100-Amp, Panel Mount, 285 Series	\$ 35.94	1	ea	\$ 35.94
23	POWR0655	Standard Product	Bus Bar, 100-Amp, 5-Pos, Mini	\$ 10.67	2	ea	\$ 21.34
24	POWR0066	Standard Product	Bus Bar, 600-Amp, 4-Pos, 3/8"-16 Stud	\$ 83.06	1	ea	\$ 83.06
25	POWR2443	Standard Product	Fuse Terminal, 125A Cube	\$ 9.00	1	ea	\$ 9.00
26	Tab 1	Non Standard Product	Assorted small electrical components for wiring, fuses, breakers, lights	\$ 584.66	1	ea	\$ 584.66
27	POWR1077	Standard Product	Fuse Block, Terminal Fuse, Single	\$ 12.84	1	ea	\$ 12.84
				<b>\$64,883.07</b>	<b>Sub Total</b>		<b>\$ 65,537.61</b>

## Refurbishment Products

Item	Product Code / part #	Category	Description	Price	QTY	UOM	Extended Price
1	LBR	Standard Refurb Product	De- Rig of Components / materials	\$ 8,200.00	1	ea	\$ 8,200.00
2	LBR	Standard Refurb Product	Rigging required with the impemination of new equipement, compenets, materials	\$ 54,325.00	1	ea	\$ 54,325.00
3	LBR	Standard Refurb Product	Sea trials and acceptance	\$ 1,025.00	1	ea	\$ 1,025.00
4	ASSOR	Standard Refurb Product	Wire and consumables	\$ 675.00	1	ea	\$ 675.00
5	SEADECK	Non Standard Product	Seadek- Upgraded Decking - Select colors, design, department logo	\$ 5,467.50	1	ea	\$ 5,467.50
6	BOBAGT	Non Standard Product	Full top side spong blasting and new paint in Gun Metal Grey	\$ 6,750.00	1	ea	\$ 6,750.00
7	LBR	Non Standard Product	reseal windows windows	\$ 820.00	1	ea	\$ 820.00
8	PLTE	Non Standard Product	New dash plates	\$ 200.00	1	ea	\$ 200.00
				<b>\$77,462.50</b>	<b>Sub Total</b>		<b>\$ 77,462.50</b>

<b>NOTE: No sales tax is included in this amount. In states where nexus does not apply, customer is responsible for paying all applicable sales and use taxes. This estimate or ROM is provided for planning purposes only. Contact the service writer if a firm quote is required. The lead times are based off the factory production schedule. Completion dates may very depending on part availability and production availability.</b>							Base Boat Products	\$	65,537.61
							Refurbishment Products	\$	77,462.50
							Total	\$	143,000.11
							Shipping	\$	-
							Tax	\$	13,156.01
Rev A	3/1/2024						Grand Total		\$ 156,156.12