



# CHELAN COUNTY COMMISSIONERS PROPOSED MEETING AGENDA

## Meeting Dates & Time:

Monday, July 13, 2026 – 9:00 A.M.

Tuesday, July 14, 2026 – 9:00 A.M.

Location: Chelan County Administration Building, 400 Douglas St.  
Wenatchee, WA 98801

## Monday, July 13, 2026

### **9:00 A.M. Call to Order**

1. Pledge of Allegiance
2. Public Comment Period

### **Consent Agenda**

1. Approval of Minutes
2. Vouchers as submitted and Listed
3. Payroll Changes:
  - a) Megan Euclid, Natural Resources – New Hire
  - b) Madalyn Treat, Community Development – Rescind Resignation
  - c) Randall Lake, Sheriff – Retirement
  - d) Alysha Stroscheim, Sheriff – Step Increase
4. Donation of Leave

### **Board Discussion**

### **9:30 A.M. Executive Session RE: Pending Litigation**

*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.*

**9:45 A.M. Community Development Director Deanna Walter**

Discussion:

1. Departmental Updates

Action:

1. P 22-286-Smith

**10:00 A.M. County Budget Director Nicole Thompson**

Action:

1. Project Change Order with Cognizant

**PUBLIC HEARING RE: TIF MORATORIUM EXTENSION**

Action:

1. Adoption of Resolution RE: Extending TIF Moratorium

**10:30 A.M. Economic Services Director Ron Cridlebaugh**

**PUBLIC HEARING RE: Code Amendments to 6.28 & 6.30**

Discussion:

1. Departmental Updates

Action:

1. Olds Station Campus Change Order – Relocate RPBA at Autopsy Sink
2. Cashmere Dryden Airport Hangar Lease – Berube
3. Memo: Plain Community Park
4. Memo: Application for Vet Corp
5. CDBG Application
6. CDBG Determination of Exemption
7. Women’s Resource Center Contract Amendment

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

**Bid Opening: Deep Creek Culvert Replacement Project**

*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.*

Discussion:

1. Departmental Updates

Action:

1. Change Order #2 with Wildfire Home Protection for Nason Ridgetop Fuel Break Project
2. Recommendation to Execute Agreement with Used Frac Tanks, Inc., for Chelan County Water Tank Procurement Project
3. Subaward Agreement with Tall Timber Ranch for Emergency Back-Up Generator Procurement
4. Notice of Award with US Bureau of Reclamation for Icicle and Peshastin Irrigation Districts Pump Exchange Project Design and Permitting
5. Recommendation to Execute Agreement with Escobar Reforestation, LLC, for Plain Cross Boundary Hand Thinning Project

**11:30 A.M. Jail Director Chris Sharp**

Discussion:

1. Departmental Updates

Action:

1. Request Extension Regarding RCW 70.48.510

*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.*

## **Tuesday, July 14, 2026**

### **8:00 A.M. Elected & Appointed Officials Meeting**

#### Discussion

1. Monthly Financial Report
2. Round Table
3. 2027 Budget Discussion

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

#### Discussion:

1. Open Item

#### Action:

1. Approve Call for Bids – Arizona Boulevard Drainage Improvement Project, Stormwater Drainage Project 2026 (SD2029)
2. Approve Contract with Hurst Construction, LLC for Beaver Hill Slide Emergency Repairs Project, County Road Project 766 (CRP 766)

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

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## **Upcoming External Commissioners' Meetings & Conferences**

*July 13, 2026*

12:00 P.M. AOT Compensation Meeting | Commissioner Overbay

*July 14, 2026*

2:00 P.M. Veteran Advisory Board Meeting | Commissioner Overbay

*July 15, 2026*

4:00 P.M. LSC Liability Reform Workgroup Meeting | Commissioner Overbay

*July 16, 2026*

10:00 A.M. Canvassing Board Signature Verification Class | Commissioner Overbay

1:00 P.M. Lodging Tax Advisory Committee Meeting | Commissioner Smith

*July 17, 2026*

1:00 P.M. Forum of County Commissioners | Commissioner Hawkins

*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.*

JULY 13, 2026  
9:00 A.M.  
Consent Agenda

- 1) Approval of Minutes
- 2) Vouchers as submitted and listed
- 3) Payroll Changes:
  - a) Megan Euclid, Natural Resources – New Hire
  - b) Madalyn Treat, Community Development – Rescind Resignation
  - c) Randall Lake, Sheriff – Retirement
  - d) Alysha Stroschein, Sheriff – Step Increase
- 4) Donation of Leave



# CHELAN COUNTY COMMISSIONERS PROPOSED MEETING MINUTES

Meeting Dates & Time:

*Monday, July 6, 2026 – 9:00 A.M*

*Tuesday, July 7, 2026 – 9:00 A.M.*

*Location: Chelan County Administration Building,*

*400 Douglas St. Wenatchee, WA 98801*

## **Monday, July 6, 2026**

### **9:00:41 AM          CALL TO ORDER**

Chairman Smith calls the meeting to order. The Pledge of Allegiance was recited.

Attendance:

Present for session is Commissioner Overbay, Commissioner Hawkins, County Administrator Cathy Mulhall, and Clerk of the Board Anabel Torres.

### **PUBLIC COMMENT**

No public comment was received. The public comment period was closed.

### **9:02:29 AM          CONSENT AGENDA**

Upon motion by Commissioner Overbay and second by Commissioner Smith, the Board of County Commissioners approved the Consent Agenda as presented. Motion carried unanimously.

1. Approval of Minutes
2. Vouchers as submitted and Listed
3. Payroll Changes
  - a) Sarah Gonzalez, District Court – New Hire, FT
  - b) Brisarenagua Rivera, District Court – New Hire, FT
  - c) Maribel Martinez, Prosecuting Attorney – Correction
  - d) Dorian Robles, Juvenile – Step Increase
  - e) Chad VanLith, Juvenile – Step Increase
  - f) Stacy Wuolle, Assessor – Longevity
  - g) Request to Solicit for Donation of Annual Leave – Rosalinda Barragan, HR

## **BOARD DISCUSSION**

**9:13:01 AM RECESSED**

**10:00:31 AM THE BOARD RETURNED TO REGULAR SESSION.**

**10:01:00 AM COUNTY ADMINISTRATOR CATHY MULHALL**

Discussion:

1. 2027 Budget Process
2. Administrative Update

**10:27:32 AM ACTION:**

Upon motion by Commissioner Overbay and second by Commissioner Hawkins, the Board of County Commissioners approved the action items as presented. Motion carried unanimously.

1. Contract for the Provision of Legal Services (Conflicts) with Renee Witherspoon  
20260706-AGR-1
2. Hiring Freeze Authorization –Superior Court Clerk, Legal Clerk  
20260706-HR-1
3. Hiring Freeze Authorization –District Court Clerk, Legal Clerk  
20260706-HR-2
4. Data Access Subscription Use Agreement for Superior Court Documents with Peter C. Ojala  
20260706-AGR-2
5. Arete Statement of Work for (MDR)  
20260706-AGR-3
6. Interlocal Agreement between Chelan County and Douglas County for Housing Inmates at the CCRJC  
20260706-AGR-4
7. Resolution #2026-58 RE: Fire Annexation 2025-01-F6-3404 Camas Way
8. Resolution #2026-59 RE: Fire Annexation 2025-02-F6-530 Mission Creek
9. Resolution #2026-57 RE: Fire Annexation 2025-03-F3-Bosket
10. Resolution #2026-60 RE: Fire Annexation 2026-02-F9-Standing Rock Ranch

**10:27:32 AM ACTION:**

Upon motion and second by Commissioner Overbay and Smith, the Commission approved the action items as presented. The motion passed by majority of vote, Commissioner Hawkins opposed.

1. Resolution #2026-56 RE: The Matter of Setting Dates for the 2027 Budget Hearings in Chelan County

Departmental updates continued.

- Quarterly Meeting Schedule – Jill FitzSimmons

**10:32:02 AM ECONOMIC SERVICES – PAULA MIKKELSEN**

**10:33:14 AM BID OPENING: OHME ROOFING PROJECT**

*Bids were received as follows:*

| <i>Bidders</i>                        | <i>Roof Only</i> | <i>Roof and Fascia Replacement</i> |
|---------------------------------------|------------------|------------------------------------|
| <i>Mendez Construction Group, LLC</i> | \$ 22,113.60     | \$41,582.24                        |
| <i>GLOFI General Contractor, LLC</i>  | \$75,000         |                                    |

**10:33:14 AM BID ACCEPTANCE**

Upon motion and second by Commissioners Overbay and Hawkins, the Commission unanimously approves acceptance of bids as presented, bid to be awarded next week on Economic Services agenda time.

Bid documents were referred to the Economic Services for comprehensive evaluation of the bids to determine compliance with project requirements.

Departmental updates continued.

**10:45:10 AM ACTION:**

Upon motion by Commissioner Overbay and second by Commissioner Hawkins, the Board of County Commissioners approved the action items as presented. Motion carried unanimously.

1. Memo: LTAC Reserves 20260706-BDG-1
2. LTAC Agreement TREAD/North 40 20260706-GRT-1

Departmental updates continued.

**10:46:25 AM RECESSED**

**11:02:27 AM THE BOARD RETURNED TO REGULAR SESSION**

**11:02:50 AM NATURAL RESOURCES DIRECTOR MIKE KAPUTA**

**11:03:15 AM EXECUTIVE SESSION RE: REAL ESTATE**

Upon motion by Commissioner Overbay and second by Commissioner Hawkins, the Board entered into a 5-minute Executive Session pursuant to RCW 42.30.110(1)(b), for the purpose of discussing acquisition or lease of real property.

*The Executive Session was extended by 6 minutes. -Public Notified*

**11:14:29 AM THE BOARDS RETURNED TO REGULAR SESSION**

Discussion:

1. Workshop #2: Water Resources Program and Fee Schedule

**12:02:01 PM ACTION:**

Upon motion by Commissioner Overbay and second by Commissioner Hawkins, the Board of County Commissioners approved the action items as presented. Motion carried unanimously.

1. Letter of Support for WA Department of Fish and Wildlife Dryden Site Improvements 20260706-CORR-1
2. Applicant Resolution/Authorization for WA Recreation and Conservation Office Grant Applications for Cashmere Boat Ramp Side Channel Project 20260706-AGR-4
3. Interlocal Agreement with City of Cashmere for Cashmere Boat Ramp Side Channel Restoration Project 20260706-AGR-5
4. Joint Irrigation Agreement with G&B Properties, LLC 20260706-AGR-6
5. Perpetual Easement Agreement with G&B Properties, LLC 20260706-EASE-1
6. First Addendum to Purchase and Sale Agreement with G&B Properties, LLC 2060706-AGR-7
7. Authorization to Sign Closing Documents for Acquisition of Assessor's Parcel # 26-17-13-200-005 from G&B Properties, LLC 2060706-AGR-8
8. Amendment No. 1 to Agreement with WA Department of Ecology for Kahler Creek/Nason Ridge Community Forest Restoration Project 20260706-AGR-9
9. Recommendation to Execute Agreement with Ramos Reforestation, Inc., for Upper Wenatchee FRB South Shore Hand Thinning Project 20260706-AGR-10
10. Contract Amendment with WA Department of Fish and Wildlife for Lake Chelan Watercraft Inspection and Decontamination Capacity Building Grant 20260706-AGR-11
11. Amendment to Agreement with WA Military Department Emergency Management Division Wenatchee Watershed Floodplain Restoration Project 20260706-AGR-12

- 12. Recommendation to Execute Agreement with Summitt Forests, Inc., for Stemilt X-Bound Hand Thinning Project 20260706-AGR-13
- 13. Agreement with Natural Systems Design for Nason Creek Upper White Pine Phase 2 Project 20260706-AGR-14
- 14. Amendment to Agreement with Natural Systems Design for Wenatchee Watershed Floodplain Restoration Project 20607006-AGR-15
- 15. Approved Refund for BP-260414 20260706-RFND-1

**12:11:07 PM RECESSED**

**1:00:43 PM THE BOARD RETURNED TO REGULAR SESSION.**

Board Discussion Continued

**1:02:35 PM SUPERIOR COURT JUDGES AND COURT ADMINISTRATOR FONA SUGG**

Discussion:

- 1. Departmental Update

**1:00:43 PM RECESSED**

**1:46:45 PM THE BOARD RETURNED TO REGULAR SESSION.**

**1:47:39 PM EXECUTIVE SESSION RE: PENDING LITIGATION**

Upon motion by Commissioner Overbay and second by Commissioner Hawkins, the Board entered into a 15-minute Executive Session pursuant to RCW 42.30.110(1)(i), for the purpose of discussing matters of litigation or legal risk with legal counsel.

*The Executive Session was extended by 15 minutes. -Public Notified*

**2:19:34 PM THE BOARD RETURNED TO REGULAR SESSION; NO ACTION WAS TAKEN**

**2:20:01 PM RECESSED**

*The Board recessed and will reconvene in regular session on Tuesday, July 13, 2026, at 9:30 A.M.*

## **Tuesday, July 7, 2026**

**9:00:53 AM THE BOARD RECONVENED IN REGULAR SESSION**

**9:01:00 AM SHERIFF MIKE MORRISON**

Discussion:

1. Departmental Update

**9:34:39 AM PUBLIC WORKS DIRECTOR ERIC PIERSON**

Discussion:

1. Event Permit – Autumn Leaf Festival Grand Parade
2. Event Permit – Lake Chelan Tour
3. Open Item

**9:40:05 AM ACTION:**

Upon motion by Commissioner Overbay and second by Commissioner Hawkins, the Board of County Commissioners approved the action items as presented. Motion carried unanimously.

1. Approve Commitment Letter for County Funding of Knowles Road Improvement Phase 1 Project, County Road Project 758 (CRP 758) 20260706-CORR-1
2. Approve Commitment Letter for County Funding of Easy Street Pedestrian Improvement Phase 1 Project, County Road Project (CRP 767) 2060706-CORR-2

**9:52:20 AM RECESSED**

**10:21:08 AM THE BOARD RETURNED TO REGULAR SESSION.**

**10:21:45 AM AUDITOR BRANDT CAPPELL**

Discussion:

1. Departmental Updates

**10:41:27 AM RECESSED**

**11:00:17 AM THE BOARD RETURNED TO REGULAR SESSION.**

**11:00:30 AM CITY OF CHELAN MAYOR MCCARDLE**

**11:15:31 AM            ADJOURNED**

The Board of County Commissioners adjourned until Monday, July 13, 2026.

*Weekly Voucher Approval for Payment*

|                        |                 |
|------------------------|-----------------|
| <i>Current Expense</i> | \$ 757,901.28   |
| <i>Other Funds</i>     | \$ 2,097,751.88 |
| <i>Total all Funds</i> | \$ 2,855,653.16 |

BOARD OF COMMISSIONERS FOR  
CHELAN COUNTY

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Shon Smith, Chairman

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Anabel Torres, Clerk of the Board



# Employee Payroll Change Notice

EFFECTIVE DATE: \_\_\_\_\_  
(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # \_\_\_\_\_ (leave blank if new employee)

Name \_\_\_\_\_

Department \_\_\_\_\_

Position Title \_\_\_\_\_

Pay Grade \_\_\_\_\_ Pay Step \_\_\_\_\_

Status \_\_\_\_\_ Union \_\_\_\_\_  
(full time, part time, temp)

Account Number \_\_\_\_\_ (required for new hires)

## REASON FOR CHANGE

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

\*Attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

## STEP SCHEDULE (New Emp)

Step 2: \_\_\_\_\_

Step 3: \_\_\_\_\_

Step 4: \_\_\_\_\_

Step 5: \_\_\_\_\_

Step 6: \_\_\_\_\_

Step 7: \_\_\_\_\_

Step 8: \_\_\_\_\_

## SIGNATURES

Department Authorization \_\_\_\_\_

Date \_\_\_\_\_

Human Resources Review \_\_\_\_\_

Date 07/09/2026

Commissioner Approval \_\_\_\_\_

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 7/9/2026  
(Hire date for new employees)

### EMPLOYEE INFORMATION

Employee # 006480 (leave blank if new employee)  
Name Madalyn Treat  
Department Community Development  
Position Title Office Manager  
Pay Grade PW13 Pay Step 2  
Status FT Union Non-Barg.  
(full time, part time, temp)  
Account Number 010.020.55860.11.002 (required)

### REASON FOR CHANGE

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

\*Attach copy of offer letter

### COMMENTS / ADDITIONAL INFORMATION

### STEP SCHEDULE (New Emp)

Step 2: \_\_\_\_\_  
Step 3: 08/01/2026  
Step 4: 08/01/2027  
Step 5: 08/01/2028  
Step 6: 08/01/2030  
Step 7: 08/01/2032  
Step 8: 08/01/2034

### SIGNATURES

Department Authorization *Deanna LeDette* Date 7/9/26  
Human Resources Review *YAN* Date 07/09/2026  
Commissioner Approval \_\_\_\_\_ Date \_\_\_\_\_



# Employee Payroll Change Notice

**EFFECTIVE DATE:** 07/31/2026  
(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 000941 (leave blank if new employee)  
Name Randall Lake  
Department Sheriff  
Position Title Corporal  
Pay Grade S121 Pay Step 6  
Status Full Time Union Commissioned Teamsters  
(full time, part time, temp)  
Account Number 010.145.52122.11.481 (required)

## REASON FOR CHANGE

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

\*Attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

Last day: 07/31/2026  
Per CBA, Article 12.5, Corporal Lake provided at least six months' advance written notice of his retirement, so he is eligible to cash out twenty-five percent of all accrued sick leave hours remaining on the date of retirement.

## STEP SCHEDULE (New Emp)

- Step 2: \_\_\_\_\_
- Step 3: \_\_\_\_\_
- Step 4: \_\_\_\_\_
- Step 5: \_\_\_\_\_
- Step 6: \_\_\_\_\_
- Step 7: \_\_\_\_\_
- Step 8: \_\_\_\_\_

## SIGNATURES

Department Authorization 

Date 7/8/2026

Human Resources Review 

Date 07/09/2026

Commissioner Approval \_\_\_\_\_

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 07/01/2026

(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 006260 (leave blank if new employee)

Name Alysha Stroschein

Department Sheriff

Position Title Administrative Specialist IV

Pay Grade A091 Pay Step 5

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

Account Number 010.145.52111.11.551 (required)

## REASON FOR CHANGE

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

\*Attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

Step 5

Base Monthly: \$5,188.38

Base Yearly: \$62,260.56

## STEP SCHEDULE (New Emp)

Step 2: \_\_\_\_\_

Step 3: \_\_\_\_\_

Step 4: \_\_\_\_\_

Step 5: \_\_\_\_\_

Step 6: 07/01/2028

Step 7: 07/01/2030

Step 8: 07/01/2032

## SIGNATURES

Department Authorization Michael L. Morrison

Date: 7/8/2026

Human Resources Review YAN

Date 07/09/2026

Commissioner Approval \_\_\_\_\_

Date \_\_\_\_\_

To: Board of Chelan County Commissioners

Date: 7/9/2026

Re: Donation of Annual Leave Requested by HR, which will  
Department  
accept donations up to a maximum amount of 40 hours.

Pursuant to Resolution 2007-12, and in accordance with the policies in that  
Resolution, I, the below signed employee, wish to donate 5 hours of  
accrued vacation to the sick leave account of: Rosalinda Barragan

The employee will exhaust his/her accrued leave in a short period of time.

Thank you for considering this request.

Kyisto Slyper  
Signature of Donating Employee

Krystal Salazar  
Typed Name of Donating Employee

\_\_\_\_ Approved \_\_\_\_ Denied on \_\_\_\_\_  
Date

Board of Chelan County Commissioners

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

Distribution if Approved:  
Chelan County Auditor  
Donating Employee  
Receiving Employee

Distribution if Denied:  
Donating Employee

To: Board of Chelan County Commissioners

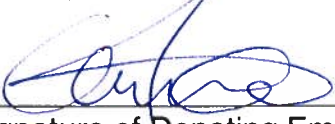
Date: 7/9/2026

Re: Donation of Annual Leave Requested by BOCC, which will  
Department accept donations up to a maximum amount of 40 hours.

Pursuant to Resolution 2007-12, and in accordance with the policies in that Resolution, I, the below signed employee, wish to donate 8 hours of accrued vacation to the sick leave account of: Rosalinda Barragan.

The employee will exhaust his/her accrued leave in a short period of time.

Thank you for considering this request.

  
\_\_\_\_\_  
Signature of Donating Employee

Ana Arroyo  
\_\_\_\_\_  
Typed Name of Donating Employee

\_\_\_\_\_ Approved \_\_\_\_\_ Denied on \_\_\_\_\_  
Date

Board of Chelan County Commissioners

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

Distribution if Approved:  
Chelan County Auditor  
Donating Employee  
Receiving Employee

Distribution if Denied:  
Donating Employee

To: Board of Chelan County Commissioners

Date: **7/13/2026**

Re: Donation of Annual Leave Requested by Human Resources, which will  
Department  
accept donations up to a maximum amount of **40** hours.

Pursuant to Resolution 2007-12, and in accordance with the policies in that  
Resolution, I, the below signed employee, wish to donate **24** hours of accrued  
vacation to the sick leave account of: Rosalinda Barragan.

The employee will exhaust his/her accrued leave in a short period of time.

Thank you for considering this request.

  
Signature of Donating Employee

Anabel Torres  
Typed Name of Donating Employee

\_\_\_\_\_ Approved \_\_\_\_\_ Denied on \_\_\_\_\_  
Date

Board of Chelan County Commissioners

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

Distribution if Approved:  
Chelan County Auditor  
Donating Employee  
Receiving Employee

Distribution if Denied:  
Donating Employee

## Community Development

July 14, 2026

Discussion:

1. Department Update

Action:

1. Approve P 2022-286-Smith



**CHELAN COUNTY**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
 316 WASHINGTON STREET, SUITE 301  
 WENATCHEE, WA 98801  
 (509) 667-6225

To: Board of Chelan County Commissioners  
 From: Torrey Kynaston– Planner II  
 Via: Deanna Walter  
 Director, Community Development

Subject: P 22-286 - Smith

Agenda Time: 10 minutes *Approved by Chelan County Commissioners*

Agenda Date: July 16, 2026 Shon Smith, Chairman

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

Exhibits Attached: Final Mylar

|               |                |                |
|---------------|----------------|----------------|
| Expenditure   | Amount         | Appropriation  |
| Required: N/A | Budgeted: \$ 0 | Required: \$ 0 |

**Funding Source:** N/A

**Previous BOCC Action:** N/A

**Narrative:** December 12<sup>th</sup>, 2022, the Hearing Examiner approved a 3.42 acre parcel to be subdivided into 5 lots for residential development, Tract C (lot 5) is an unbuildable remnant parcel created by intervening ownership. The subject property is located in the Rural Village (RV) zoning district. The final review for B & R Smith Sunnyslope Subdivision was submitted to Chelan County Community Development on June 11, 2026.

**Recommended Action:** B & R Smith Sunnyslope Subdivision, have met all the Conditions of Approval. Community Development recommends approval from the BOCC by placing signature on the mylar.

**Approve**



# B & R SMITH SUNNYSLOPE SUBDIVISION P2022-286

WITHIN A PORTION OF THE SE1/4 OF THE SE1/4 OF SEC. 20, T.23N., R.20E.W.M., CHELAN COUNTY, WA

## ORIGINAL TRACT OWNER

BRENT & RACHEL SMITH  
515 LOWER SUNNYSLOPE ROAD  
WENATCHEE, WA 98801  
PHONE (509) 393-1885  
ASSESSOR'S PARCEL NUMBER: 23202040100

EXISTING ZONING: RV  
NUMBER OF LOTS: 4  
WATER SOURCE: SMITH SUNNYSLOPE GROUP B WATER SYSTEM - AE457  
IRRIGATION WATER: PIONEER WATER USER'S ASSOCIATION  
SEWAGE SYSTEM: ON SITE

## DEDICATION

I (WE), THE OWNER(S) OF ALL THE PROPERTY INVOLVED IN THIS SUBDIVISION, HEREBY CONSENT TO THE DIVISION OF LAND AS PROPOSED IN THIS APPLICATION, DEDICATING TO THE USE OF THE PUBLIC FOREVER ALL PUBLIC PROPERTY THAT IS SHOWN HEREON, AND HEREBY WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LANDS BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF PUBLIC ROADS.

IN WITNESS WHEREOF, WE HAVE SET OUR SIGNATURE(S) THIS 23<sup>RD</sup> DAY OF JUNE, 2026

*Brent Smith* 6/23/26  
BRENT A. SMITH DATE

*Rachel Smith* 6/23/26  
RACHEL G. SMITH DATE

## ACKNOWLEDGMENT

STATE OF WASHINGTON }  
COUNTY OF CHELAN } SS

THIS IS TO CERTIFY THAT ON THE 23<sup>RD</sup> DAY OF JUNE, 2026

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED,

BRENT A. SMITH AND RACHEL G. SMITH, A MARRIED COUPLE,

TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING STATEMENT OF CONSENT AND WAIVER OF CLAIMS AND ACKNOWLEDGED TO ME THAT HE/SHE SIGNED THE SAME AS HIS/HER FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE

*Michelle Johnson*  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT WENATCHEE

MY COMMISSION EXPIRES 4/16/2030



## BOUNDARY DESCRIPTION (DEED A.F.N. 2403861)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 20 EAST OF THE WILLAMETTE MERIDIAN, CHELAN COUNTY, WASHINGTON, IDENTIFIED AS PARCEL 9 OF THE SURVEY HELMER, LOGGERS AND ASSOCIATES DATED JANUARY 15, 1988, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SECTION 20, THENCE NORTH 1° 02' 30" EAST ALONG THE SECTION LINE FOR 876.9 FEET TO AN IRON PIPE ON THE CENTERLINE OF THE LOWER SUNNYSLOPE COUNTY ROAD AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 81° 21' 58" WEST FOR 100.0 FEET ALONG SAID CENTERLINE; THENCE NORTH 8° 58' WEST FOR 100 FEET ALONG SAID CENTERLINE; THENCE NORTH 8° 42' 30" WEST FOR 100 FEET ALONG SAID CENTERLINE; THENCE NORTH 27° 30' WEST FOR 100.0 FEET ALONG SAID CENTERLINE; THENCE NORTH 44° 33' WEST FOR 100.0 FEET ALONG SAID CENTERLINE; THENCE NORTH 94° 25' WEST FOR 100.0 FEET ALONG SAID CENTERLINE; THENCE NORTH 65° 08' WEST FOR 100.0 FEET ALONG SAID CENTERLINE; THENCE NORTH 86° 38' WEST FOR 100.0 FEET TO THE MOST NORTHERLY POINT OF PARCEL; THENCE SOUTH 1° 28' EAST FOR 155.5 FEET; THENCE SOUTH 89° 37' WEST FOR 83.0 FEET; THENCE NORTH 40° 48' WEST FOR 119.1 FEET; THENCE SOUTH 37° 41' WEST FOR 119.1 FEET; THENCE SOUTH 1° 00' EAST FOR 40.5 FEET TO THE CENTERLINE OF AN ACCESS ROAD; THENCE CONTINUE SOUTH 1° 00' EAST FOR 182.0 FEET; THENCE SOUTH 159° 57' EAST FOR 730.0 FEET TO THE EAST LINE OF SECTION 20; THENCE NORTH 1° 02' 30" EAST FOR 234.7 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THE RIGHT OF WAY OF THE LOWER SUNNYSLOPE COUNTY ROAD AND THE EXISTING RIGHT OF WAY OF THE PIONEER WATER USER'S ASSOCIATION CANAL; AND EXCEPT THAT PORTION THEREOF LYING SOUTHERLY OF THE WENATCHEE WATER USER'S ASSOCIATION CANAL.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORDS, IF ANY, AND TOGETHER WITH APPURTENANCES THEREUNTO BELONGING AND SPECIFICALLY INCLUDING ALL OF THE GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO THAT CERTAIN WATER AND WATER RIGHT, AS ORIGINALLY SET FORTH IN THAT INSTRUMENT RECORDED MAY 12, 1961, IN VOLUME 623 OF DEEDS, PAGE 63, ALIENATOR'S FILE NO. 879443, CHELAN COUNTY, WASHINGTON, INCLUDING AN EASEMENT OVER ADJACENT PREMISES FOR THE NECESSARY PIPELINE, MAINTENANCE, AND REPAIR THEREOF, WHICH WATER AND WATER RIGHT, THE GRANTOR'S WARRANT TO BE ADEQUATE AND SUFFICIENT FOR DOMESTIC WATER TO A RESIDENCE HOUSE AT THIS TIME.

## AGREEMENTS

PRIVATE ROAD MAINTENANCE & UPGRADING AGREEMENT (EASEMENTS #1 & #2) A.F.N. 2811617.

STORM WATER DRAINAGE SYSTEM OPERATION AND MAINTENANCE AGREEMENT A.F.N. 2811419.

WATER USER'S OPERATION AND MAINTENANCE AGREEMENT A.F.N. 2811618 (WH#2 & #3).

WELL COVENANT A.F.N. 2811619.

WELLHEAD #1 - PRE-EXISTING DOMESTIC SYSTEM (LOT 4 & A.P.N. 23202040200) (WYATT).

## EXAMINED AND APPROVED:

### CHELAN-DOUGLAS HEALTH DISTRICT

THE HEALTH DISTRICT HAS NOT REVIEWED THE LEGAL AVAILABILITY OF WATER TO THIS DEVELOPMENT.

*P. Perry* 7/6/26  
DIRECTOR OF ENVIRONMENTAL HEALTH DATE

### PUBLIC WORKS DEPARTMENT

APPROVED IN CONFORMITY WITH R.C.W. 58.17.060(1)

*[Signature]* 6/25/26  
DIRECTOR/COUNTY ENGINEER DATE

### FIRE MARSHAL

FIRE MARSHALL DATE

### COMMUNITY DEVELOPMENT DEPARTMENT

*Deanna Wyatt* 7/9/26  
DIRECTOR DATE

### BOARD OF CHELAN COUNTY COMMISSIONERS

CHAIRMAN DATE

### TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES AND ASSESSMENTS WHICH HAVE BEEN LEVIED AND BECOME CHARGEABLE AGAINST THE ABOVE DESCRIBED PROPERTY FOR 2025 AND PRECEDING YEARS HAVE BEEN PAID, SATISFIED AND DISCHARGED IN THE AMOUNT OF \$ \_\_\_\_\_, AND HAVE BEEN PAID TO THE CHELAN COUNTY TREASURER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

CHELAN COUNTY TREASURER DATE

## GENERAL NOTES AND PROVISIONS

1. THIS SURVEY IS BASED UPON DOCUMENTS, PLATS AND SURVEYS FOUND OF PUBLIC RECORD AND AS PER SUBJECT TO ITEMS LISTED IN THE SUBDIVISION GUARANTEE PREPARED BY CIVITILE AND LOGGERS, WENATCHEE, WASHINGTON, ORDER NUMBER 50048160-9653, AND DOES NOT PURPORT TO SHOW ALL RIGHTS, RESERVATIONS, EASEMENTS, COVENANTS, RESTRICTIONS AND/OR RESERVATIONS OF RECORD, OR APPURTENANCES, THAT BENEFIT OR BURDEN THE SUBJECT PROPERTY.

2. ALL DISTANCES SHOWN ON THIS SURVEY ARE GRID DISTANCES. DISTANCES IN BOUNDARY DESCRIPTIONS/DEEDS ARE BEARING/GROUND DISTANCES, UNLESS NOTED OTHERWISE.

3. CHELAN COUNTY IS NOT HELD RESPONSIBLE FOR NOTIFICATION OR ENFORCEMENT OF COVENANTS TO DEED RESTRICTION OR RESERVATIONS AFFECTING USE OR TITLE, ANY PERMIT ISSUED DOES NOT ACKNOWLEDGE OR RECOGNIZE ANY COVENANTS OR DEED RESTRICTIONS OR RESERVATIONS THAT MAY BURDEN OR OTHERWISE AFFECT THIS PROPERTY. APPLICANT/OWNER ASSURES ALL RISK AND LIABILITY FOR ANY CLAIMS AND LIABILITY FOR ANY CLAIMS AND LIABILITIES FOR COVENANTS OR DEED RESTRICTIONS AND RESERVATIONS.

4. AGRICULTURE ACTIVITIES OCCUR THROUGHOUT CHELAN COUNTY AND MAY OR MAY NOT BE COMPATIBLE WITH RESIDENTIAL DEVELOPMENT.

5. THE SUBJECT PROPERTY IS IDENTIFIED WILDLIFE HABITATS AND SHALL BE SUBJECT TO THE PROVISIONS OF THE CHELAN COUNTY CODE CHAPTER 17.18 FISH AND WILDLIFE HABITAT CONSERVATION AREAS OVERLAY DISTRICT, AS AMENDED.

6. ALL OR PART OF THIS AREA MAY BE LOCATED WITHIN A SUSPECTED OR KNOWN GEOLOGICALLY HAZARDOUS AREA. SUBSEQUENT DEVELOPMENT SHALL BE CONSIDERED AS CHELAN COUNTY CHAPTER 17.18 GEOLOGICALLY HAZARDOUS AREAS OVERLAY DISTRICT AS AMENDED; AND THE GEOLOGIC SITE ASSESSMENT PREPARED BY BLACK ROCK GEOSCIENCES DATED MAY 22, 2022 OR WITH A SITE-SPECIFIC GEOLOGICAL SITE ASSESSMENT.

7. BASED UPON HISTORICAL USE OF THIS LAND, THERE IS POSSIBILITY THE SOILS CONTAINS RESIDUAL CONCENTRATIONS OF PESTICIDES. THE WASHINGTON DEPARTMENT OF ECOLOGY RECOMMENDS THAT THE SOILS BE SAMPLED AND ANALYZED FOR LEAD AND ARSENIC AND FOR ORGANIC CHLORINE PESTICIDES. IF THESE CONTAMINANTS ARE FOUND AT CONCENTRATIONS ABOVE MITO CLEANUP LEVELS, THE WASHINGTON DEPARTMENT OF ECOLOGY RECOMMENDS THAT THE POTENTIAL BUYERS BE NOTIFIED OF THEIR OCCURRENCE.

8. NOXIOUS WEED CONTROL IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS PER RCW 17.10.140, AS AMENDED.

9. IF ANY NATIVE AMERICAN GRAVE SITES OR ARCHAEOLOGICAL RESOURCES ARE DISCOVERED OR EXCAVATED, THE OWNER/DEVELOPER/CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY CHELAN COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT AND THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION IN CONFORMANCE WITH RCW 27.53.020. AN UNADVERTENT DISCOVERY PLAN SHALL BE SUBMITTED WITH THE BUILDING PERMIT APPLICATION AND KEPT ON SITE DURING ALL LAND DISTURBING ACTIVITIES. A SAMPLE OF THIS PLAN MAY BE OBTAINED FROM CHELAN COUNTY COMMUNITY DEVELOPMENT.

10. CHELAN COUNTY HAS NO RESPONSIBILITY TO BUILD, IMPROVE, MAINTAIN, OR OTHERWISE SERVICE ANY PRIVATE ROAD FOR THIS PLAT.

11. ADDRESSES ARE ASSIGNED TO EACH LOT BASED UPON GIVEN DRIVEWAY LOCATIONS, ANY AND ALL MODIFICATIONS TO THE LOCATION OF THE DRIVEWAY(S) SHALL RESULT IN A CHANGE TO THE ADDRESS PREVIOUSLY ASSIGNED TO SAID LOTS.

12. ALL NEW DRIVEWAYS ACCESSING COUNTY ROADS SHALL REQUIRE AN ACCESS PERMIT FROM CHELAN COUNTY PUBLIC WORKS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.

13. THE AREA WITHIN THIS PLAT CONTAINS A PRIVATE STORM DRAINAGE SYSTEM DESIGNED TO CONTROL RUN-OFF ORIGINAL FROM THIS SITE. THIS SITE SHALL BURDEN AND BENEFIT THE PARTIES SUCCESSORS AND ADJOINERS THAT ITS CONTENTS ARE BINDING ON ALL PARTIES SUCCESSORS IN INTEREST AND RUN WITH THE LAND. THE DRAINAGE PLAN FOR THIS DEVELOPMENT WAS PREPARED BY THE ENGINEERING FIRM OF COMPLETE DESIGN, DATED FEBRUARY 4, 2025, STAMP DATE FEBRUARY 6, 2025, A COPY OF WHICH IS ON FILE WITH THE CHELAN COUNTY DEPARTMENT OF PUBLIC WORKS. IT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) AND/OR THEIR SUCCESSORS TO HEREAFTER MAINTAIN THE STORM DRAINAGE SYSTEM TO THE ORIGINALLY DESIGNED CONDITION. CHELAN COUNTY PERSONNEL SHALL HAVE THE RIGHT OF ACCESS TO THE PROPERTY FOR PURPOSE OF INSPECTION OF THE STORM DRAINAGE SYSTEM. CHELAN COUNTY PERSONNEL DETERMINING THAT THE STORM SYSTEM MAINTENANCE IS UNSATISFACTORY AND THE PROPERTY OWNER(S) HAS HAD DUE NOTICE AND OPPORTUNITY TO SATISFACTORILY MAINTAIN THE SYSTEM, CHELAN COUNTY PERSONNEL AND EQUIPMENT MAY ENTER THE PROPERTY TO PERFORM NECESSARY MAINTENANCE. SUCH MAINTENANCE SHALL BE AT THE PROPERTY OWNER'S EXPENSE.

THIS PRIVATE STORM WATER DRAINAGE SYSTEM WAS INSTALLED FOR THE OWNER(S), WHO HEREBY AGREE TO WAIVE ON BEHALF OF ITSELF AND ITS SUCCESSORS IN INTEREST, ANY AND ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY ARISING FROM THE INSPECTION, APPROVAL OF DESIGN AND OF CONSTRUCTION AND/OR MAINTENANCE OF THE DRAINAGE SYSTEM.

MAINTENANCE AGREEMENT A.F.N. 2811419.

SPECIAL NOTE TO INDIVIDUAL LOT OWNERS: OWNERS SHALL INSTALL AN INDIVIDUAL LOT STORMWATER SYSTEM AS APPROVED BY THE ENGINEER, WHICH IS ON FILE WITH THE CHELAN COUNTY PUBLIC WORKS DEPARTMENT.

14. THE COMBINED WATER USE BY ALL THE WELLS IN THIS DEVELOPMENT MAY NOT EXCEED 5,000 GALLONS PER DAY OR BE USED TO IRRIGATE MORE THAN 1/2 ACRE UNLESS A GROUND WATER WITHDRAWAL PERMIT IS OBTAINED FROM DEPARTMENT OF ECOLOGY.

15. SITE EVALUATIONS MAY BE REQUIRED AT THE TIME OF APPLICATION FOR INDIVIDUAL ON-SITE SEPTIC SYSTEM CONSTRUCTION PERMITS.

16. THE AREA DESIGNATED FOR DRAIN FIELDS MUST BE PROTECTED FROM COVER BY STRUCTURES OR IMPERVIOUS SURFACES, SURFACE DRAINAGE, SOIL COMPACTION, GRADE ALTERATION, EXCAVATION AND ANY OTHER ACTIVITY THAT MAY ADVERSELY AFFECT THE PERFORMANCE OF THE DRAINAGE SYSTEM.

17. WITHIN THE INSTALLATION OF A FIRE HYDRANT THAT HAS THE CAPABILITY OF DELIVERING THE REQUIRED FIRE FLOW AND WITHIN THE REQUIRED DISTANCE TO THE LOTS IN QUESTION, THE APPLICANT MAY CHOOSE ONE OR MORE OF THE FIRE PROTECTION CREDITS TO SATISFY 100% FIRE PROTECTION CREDITS NEEDED.

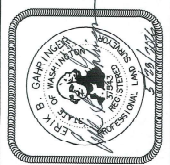
18. ALL BUILDINGS THAT REQUIRE A BUILDING PERMIT WITHIN THIS PLAT SHALL HAVE CLASS A ROOFING MATERIALS.

19. ALL BUILDINGS THAT REQUIRE A BUILDING PERMIT WITHIN THIS PLAT SHALL COMPLY WITH THE PROVISIONS OF THE INTERNATIONAL WILDLAND-URBAN INTERFACE CODE ADOPTED BY CHELAN COUNTY AT THE TIME THE BUILDING PERMIT IS SUBMITTED.

20. THE HEALTH DISTRICT HAS NOT REVIEWED THE LEGAL AVAILABILITY OF WATER TO THIS DEVELOPMENT.

21. ON-SITE SEWAGE SYSTEMS MEETING AT LEAST TREATMENT LEVEL B, AS DESCRIBED BY WAC 246-272A, WILL LIKELY BE REQUIRED FOR NEW OR REPAIRED SEPTIC SYSTEMS.

PROFESSIONAL LAND SURVEYING & LAND USE CONSULTING  
P.O. Box 4286 WENATCHEE, WA 98807-04286  
Phone: (509) 439-1840  
4d@nrc.com



**SURVEYOR'S CERTIFICATE**  
THIS MAP CORRECTLY REPRESENTS A SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORING ACT AT THE REQUEST OF BRENT SMITH IN SEPTEMBER 2021.  
*[Signature]*  
DATE: 6/23/26  
CERTIFICATE NO. 57976

**AUDITOR'S CERTIFICATE** A.F.N.  
FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.  
AT \_\_\_\_\_ M. IN BOOK \_\_\_\_\_ OF SHORT PLATS AT PAGE \_\_\_\_\_  
AT THE REQUEST OF BRENT SMITH  
DEPUTY COUNTY AUDITOR

DRAWN BY: EGG  
PROJECT: 2-4078  
DATE: MAY 28, 2028  
DRAWING: 21-078 SMITH MS2 DWG

|    |    |    |    |
|----|----|----|----|
| NW | NE | NW | NE |
| NW | NW | NE | NE |
| SW | SE | SW | SE |
| NW | NW | NE | NE |
| NW | NE | NW | NE |
| SW | SW | SE | SE |
| SW | SE | SW | SE |
| SW | SW | SE | SE |

SECTION 20, T.23N., R.20E., W.M., CHELAN COUNTY, WA



BOARD OF COUNTY COMMISSIONERS  
CHELAN COUNTY, WASHINGTON

RESOLUTION NO. 2026-~~13~~(TBD)

Summary: A resolution enacting a moratorium on the creation, designation, application, approval, implementation, and permitting of Tax Increment Financing (TIF) areas and projects in unincorporated Chelan County, Washington.

Whereas, TIF is codified in RCW 39.114 and is generally defined as a financing tool that allows local governments, such as cities, towns, counties, port districts, or any combination thereof, to fund public infrastructure in designated areas to encourage private development and investment and use the increased property taxes generated by the new development to pay for the improvements. This portion of the property tax is received by the local government which created the increment area; and

Whereas, the implementation of TIF and the creation and designation of any increment area in unincorporated areas of Chelan County by a local governmental entity other than Chelan County could have a negative and adverse impact on Chelan County's tax revenue, land use, comprehensive planning, and zoning; and

Whereas, negative and adverse impacts on Chelan County's tax revenue could jeopardize its ability to meet current and future statutory requirements related to transportation, law enforcement, regional jail, court administration, election operations, building permitting, code enforcement, treasury services, and other core functions; and

Whereas, it is necessary for Chelan County to enact a moratorium on the creation, designation, application, approval, implementation, and permitting of TIF projects by any local governments in unincorporated areas of Chelan County to allow Chelan County to analyze potential impacts on Chelan County and other taxing districts, review TIF project analysis requirements, and review of the TIF program's effectiveness within Chelan County; and

Whereas, RCW 36.70A.390, authorizes Chelan County to adopt moratoria; and

Whereas, RCW 36.70A.410 authorizes Chelan County to renew a moratorium for one or more six-months periods if a subsequent public hearing is held and findings of fact are made; and

Whereas, various state and local governmental agencies regulate the use of real estate through approval of subdivisions, issuance of building permits, enactment of zoning ordinances and adoption of land use regulations. A governmental agency may place a moratorium on the issuance of permits or the approval of subdivision plats, or enact interim zoning ordinances to: (1) avoid the overtaxing of existing infrastructure; (2) avoid a rush of development in anticipation of more restrictive land use regulations; (3) allow time for the considered development of a master plan; or (4) prevent the despoliation of water or air, and;

Whereas, counties that fully plan under the GMA are required to designate urban growth areas (UGAs) within their boundaries sufficient to accommodate a planned 20-year population projection range provided by the Office of Financial Management. Urban growth must be encouraged within the UGAs, and only growth that is not urban in nature can occur outside of the UGAs; and,

Whereas, jurisdictions that fully plan under the GMA must adopt internally consistent comprehensive land use plans that are generalized, coordinated land use policy statements of the governing body. Comprehensive plans must include specific planning elements, each of which is a subset of a comprehensive plan and must be implemented through locally adopted development regulations that conform to the plan; and,

Whereas, Chelan County is currently in the process of a GMA required comprehensive planning update, which includes the formation of a Malaga UGA which requires a comprehensive wastewater study and has the potential to change existing land use zoning, densities and ordinances; and,

Whereas, Tax Increment Financing Area funded projects can have a direct impact on land use, zoning and infrastructure elements, and coordinated planning is necessary to identify projects that enhance economic development while fulfilling comprehensive planning goals, without negatively impacting comprehensive land use planning elements; and,

Whereas, Chelan County is in the process of a comprehensive planning update and has developed a plan for the formation of a Malaga UGA as well as has dedicated funds to a Malaga UGA wastewater study to begin in 2026; and,

Whereas, this is an extension of the moratorium adopted July 29, 2025 under Resolution 2025-66 [and extended for a six-month period on January 27, 2026 under Resolution 2026-13](#) by the Board of Chelan County Commissioners as authorized by RCW 36.70A.390 and will be for a period not to exceed six months unless extended for good cause by resolution at a later date;

NOW, THEREFORE, BE IT RESOLVED as follows by the Chelan County Board of Commissioners:

1. The above recitals are hereby adopted as findings and conclusions herein.
2. Chelan County does hereby extend the six-month moratorium on TIF as set forth in Chelan County Resolution No. 2025-66, ~~and~~ Chelan County Resolution 2025-77, [Chelan County Resolution 2026-13](#) and [Chelan County Resolution 2026-26](#) including the creation, designation, application, approval, implementation, and permitting of any tax increment area submitted by any local governments in the unincorporated areas of Chelan County.
3. While this moratorium is in effect, use of TIF in unincorporated areas of Chelan County, as codified in RCW 39.114, including the creation, designation, application, approval, implementation, and permitting of any tax increment areas or TIF projects is suspended.

4. This board conducted a public hearing on Tuesday, ~~January~~July 2713, 2026 at ~~2:10:30-00~~ p.m. regarding this moratorium and the extension thereof;

5. This moratorium will be for a period not to exceed six months unless extended for good cause by resolution at a later date.

6. This moratorium shall take effect immediately and is in the best interests of good government and the public health, safety, and welfare.

**DATED** at Wenatchee, Washington this ~~27<sup>th</sup>~~13<sup>th</sup> day of ~~January~~July, 2026.

CHELAN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
SHON SMITH, CHAIR

\_\_\_\_\_  
KEVIN OVERBAY, COMMISSIONER

\_\_\_\_\_  
BRAD HAWKINS, COMMISSIONER

Attest:

\_\_\_\_\_  
Anabel Torres, Clerk of the Board

Dated: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
CHELAN COUNTY, WASHINGTON

RESOLUTION NO. 2026-~~26~~(TBD)

Summary: On July 29, 2025, Chelan County adopted Resolution No. 2025-66 enacting a moratorium on the creation, designation, application, approval, implementation, and permitting of Tax Increment Financing (TIF) areas and projects in unincorporated areas of Chelan County, Washington.

Whereas, RCW 36.70A.390 requires a county that adopts a moratorium to hold a public hearing within sixty days of adopting the moratorium, and

Whereas, RCW 36.70A.390, requires a county that did not adopt findings of fact at the time it enacted the moratorium to adopt findings of fact immediately after the public hearing, and

Whereas, on, September 23, 2025, the Board of Commissioners conducted a public hearing regarding the moratorium and heard and considered the public testimony and information submitted, and

Whereas, the public testimony and information submitted included comments and information from members of the community with varying perspectives, and

Whereas, the Chelan County adopted Resolution 2025-77 establishing the findings of fact in support of the moratorium adopted by Resolution 2025-66, and

Whereas, RCW 36.70A.390 permits the renewal of a moratorium for one or more six-month periods if a subsequent hearing is held and findings of fact are made prior to each renewal, and

Whereas, on January 27, 2026, the Board of Commissioners adopted Resolution 2026-13 establishing the findings of fact for renewal, and

Whereas, on February 17, 2026, the Board of Commissioners held a public hearing regarding the renewal of the moratorium and heard and considered public testimony and information submitted, and

Whereas, the public testimony and information submitted included comments and information from members of the community with varying perspectives, and

[Whereas, on July 13, 2026, the Board of Commissioners held a public hearing regarding the renewal of the moratorium and heard and considered public testimony and information submitted, and](#)

[Whereas, the public testimony and information submitted included comments and information from members of the community with varying perspectives, and](#)

Whereas, the implementation of TIF and the creation and designation of any increment area in unincorporated areas of Chelan County by a local governmental entity other than Chelan County could have a negative and adverse impact on Chelan County's tax revenue, land use, comprehensive planning, and zoning; and

Whereas, negative and adverse impacts on Chelan County's tax revenue could jeopardize its ability to meet current and future statutory requirements related to transportation, law enforcement, regional jail, court administration, election operations, building permitting, code enforcement, treasury services, and other core functions; and

Whereas, it is necessary for Chelan County to enact a moratorium on the creation, designation, application, approval, implementation, and permitting of TIF projects by any local governments in unincorporated areas of Chelan County to allow Chelan County to analyze potential impacts on Chelan County and other taxing districts, review TIF project analysis requirements, and review of the TIF program's effectiveness within Chelan County; and

Whereas, various state and local governmental agencies regulate the use of real estate through approval of subdivisions, issuance of building permits, enactment of zoning ordinances and adoption of land use regulations. A governmental agency may place a moratorium on the issuance of permits or the approval of subdivision plats, or enact interim zoning ordinances to: (1) avoid the overtaxing of existing infrastructure; (2) avoid a rush of development in anticipation of more restrictive land use regulations; (3) allow time for the considered development of a master plan; or (4) prevent the despoliation of water or air, and;

Whereas, counties that fully plan under the GMA are required to designate urban growth areas (UGAs) within their boundaries sufficient to accommodate a planned 20-year population projection range provided by the Office of Financial Management. Urban growth must be encouraged within the UGAs, and only growth that is not urban in nature can occur outside of the UGAs; and,

Whereas, jurisdictions that fully plan under the GMA must adopt internally consistent comprehensive land use plans that are generalized, coordinated land use policy statements of the governing body. Comprehensive plans must include specific planning elements, each of which is a subset of a comprehensive plan and must be implemented through locally adopted development regulations that conform to the plan; and,

Whereas, Chelan County is currently in the process of a GMA required comprehensive planning update, which includes the formation of a Malaga UGA which requires a comprehensive wastewater study and has the potential to change existing land use zoning, densities and ordinances; and,

Whereas, Tax Increment Financing Area funded projects can have a direct impact on land use, zoning and infrastructure elements, and coordinated planning is necessary to identify projects

that enhance economic development while fulfilling comprehensive planning goals, without negatively impacting comprehensive land use planning elements; and,

Whereas, Chelan County is in the process of a comprehensive planning update and has developed a plan for the formation of a Malaga UGA as well as has dedicated funds to a Malaga UGA wastewater study to begin in 2026.

NOW, THEREFORE, BE IT RESOLVED as follows by the Chelan County Board of Commissioners:

1. The above recitals are hereby adopted as findings and conclusions herein as required by and pursuant to RCW 36.70A.390.
2. Chelan County does hereby renew and extend the six-month moratorium on TIF as set forth in Chelan County Resolution No. 2025-66 and Chelan County Resolution 2025-77, and Chelan County Resolution 2026-13 [and Chelan County Resolution 2026-26](#), including the creation, designation, application, approval, implementation, and permitting of any tax increment area submitted by any local governments in the unincorporated areas of Chelan County.
3. While this moratorium is in effect, use of TIF in unincorporated areas of Chelan County, as codified in RCW 39.114, including the creation, designation, application, approval, implementation, and permitting of any tax increment areas or TIF projects is suspended
- 4.. This moratorium will be for a period not to exceed six months unless extended for good cause by resolution at a later date.
5. This moratorium shall take effect immediately and is in the best interests of good government and the public health, safety, and welfare.

**DATED** at Wenatchee, Washington this ~~17<sup>th</sup>~~-13<sup>th</sup> day of ~~February~~July, 2026.

CHELAN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
SHON SMITH, CHAIR

\_\_\_\_\_  
KEVIN OVERBAY, COMMISSIONER

\_\_\_\_\_  
BRAD HAWKINS, COMMISSIONER

Attest:

Resolution 2026-~~26~~(TBD)  
TIF moratorium findings of fact  
Page 3 of 4

\_\_\_\_\_  
Anabel Torres, Clerk of the Board

Dated: \_\_\_\_\_

# NOTICE OF HEARING

RE: TIF MORATORIUM

**NOTICE IS HEREBY GIVEN** that the Board of Chelan County Commissioners will be holding a public hearing regarding Resolution 2026-26, a resolution enacting a six-month moratorium on the creation, designation, application, approval, implementation and permitting of Increment Financing (TIF) areas and projects in unincorporated Chelan County, Washington,

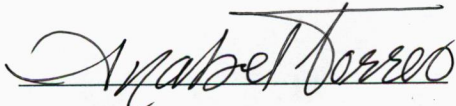
The Public Hearing is scheduled for:  
**Monday, July 13, 2026 at 10:00 am, or as soon thereafter as possible, at the Chelan County Administration Building, located at 400 Douglas Street, Wenatchee, WA**

**PUBLIC PARTICIPATION:** All interested parties are invited to attend and provide comments. Written comments may be submitted prior to the hearing. For additional information, please contact the Chelan County Commissioners Office at 400 Douglas Street, Suite 201, Wenatchee, WA, or by calling (509) 667-6215.

Dated at Wenatchee, Washington the 29<sup>th</sup> day of June, 2026.



ATTEST: ANABEL TORRES



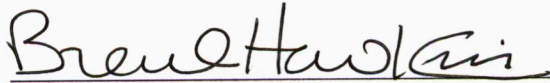
Clerk of the Board

BOARD OF COMMISSIONERS FOR  
CHELAN COUNTY



SHON SMITH, CHAIRMAN

  
KEVIN OVERBAY, COMMISSIONER



BRAD HAWKINS, COMMISSIONER

BOCC Agenda  
July 13, 2026

10:30am Economic Services Director

Ron Cridlebaugh

Public Hearing 10:30 – Code Amendments to 6.28 and 6.30

Discussion

1. Department Update

Action

1. Olds Station Campus Change Order – Relocate RPBA at Autopsy Sink
2. Cashmere Dryden Airport Hangar Lease – Berube
3. Memo: Plain Community Park
4. Memo: Application for Vet Corp
5. CDBG Application
6. CDBG Determination of Exemption
7. Women’s Resource Center Contract Amendment

## Chapter 6.28

# LODGING TAX ADVISORY COMMITTEE

Sections:

[6.28.010 Lodging tax advisory committee.](#)

### 6.28.010 Lodging tax advisory committee.

The board of commissioners establishes the Chelan County lodging tax advisory committee membership as follows:

- (1) ~~Two~~ Three members who are representatives of businesses required to collect tax under this chapter;
- (2) ~~Two~~ Three members who are persons involved in activities authorized to be funded by revenue received under this chapter;
- (3) One elected official from the county to serve as the ~~non~~voting chair of the committee. ((Res. 97-151, 12/1/97 (Add new resolution number) ).

# Chapter 6.30

## LODGING TAX

Sections:

[6.30.010 Additional tax established.](#)

[6.30.015 Lodging Tax Advisory Committee](#)

[6.30.020 Distribution of hotel/motel tax](#)

### 6.30.010 Additional tax established.

The Board of Chelan County Commissioners impose two different lodging taxes on transient rentals

Transient Rental Tax: Per Chapter [67.28.180](#) RCW, Chelan County collects a two percent sales tax on the sale of lodging. This tax is received as a credited against the state's portion of sales tax under chapter 82.08 RCW

Hotel Motel Tax: Per Chapter [67.28.181](#) RCW Chelan County collects an additional two percent sales tax on the sale of lodging.

### 6.30.015 Lodging Tax Advisory Committee.

December 1<sup>st</sup> 1997 the Board of County Commissioners adopted Resolution 97-151 establishing the Chelan County Lodging Tax Advisory Committee. In accordance with Chapter 67.28.1817 RCW the Committee shall consist of equal numbers of entities that collect lodging tax funds and those who are eligible to receive lodging tax funds. When possible, the Board of County Commissioners will select one collector of lodging tax and one recipient of lodging tax from each Commissioner District. When appointing Lodging Tax Committee members, preference will be given to businesses and non-profits in the unincorporated areas of Chelan County.

### 6.30.020 Distribution of hotel/motel tax

Distribution of Lodging Tax funds shall be reviewed annually by the Lodging Tax Advisory Committee with a funding recommendation made to the Board of County Commissioners no later than November 1<sup>st</sup> of each year. The recommended allocation of funding from the Lodging Tax Advisory Committee will be in percentages of the total lodging tax collected from October 1<sup>st</sup> of the prior year to September 30<sup>th</sup> of the year the recommendation is made. Example; lodging tax funding for 2026 will be the amount of lodging taxes collected between October 1<sup>st</sup>, 2024 to September 30<sup>th</sup>, 2025.

Chelan County shall not receive less than 20% of the total allocation to support County owned tourism related facilities. The Remaining 80% shall be allocated between qualified recipients for visitor center operations, events, marketing or other tourism related expenditure as authorized by Chapter 67.28.1816 RCW.

Lodging Tax funds shall be dispersed on a reimbursement basis. No funds may be dispersed to a recipient prior to actually incurring the cost.

**AFFIDAVIT OF PUBLICATION**

State of New Jersey, County of Camden, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Wenatchee World, a newspaper printed and published in the City of Wenatchee, County of Chelan, State of Washington, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

**PUBLICATION DATES:**

Jun. 27, 2026

Jul. 1, 2026

**NOTICE ID:** yYCmaIk3RGeCh5EyC5Yv

**PUBLISHER ID:** WWO002490

**NOTICE NAME:** Lodging Tax Public Hearing Notice

**Publication Fee:** 188.39

I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct

*Anjana Bhadoriya*

(Signed) \_\_\_\_\_

**VERIFICATION**

State of New Jersey  
County of Camden

**SHARONN E THOMAS-POPE**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires January 23, 2027

Subscribed in my presence and sworn to before me on this: 07/01/2026

*Sharon E. Thomas-Pope*

Notary Public

Notarized remotely online using communication technology via Proof.

**COMMISSIONERS NOTICE OF HEARING**

NOTICE IS HEARBY GIVEN that the Board of Chelan County Commissioners will be holding a public hearing.

**The Public Hearing is scheduled for: July 13, 2026 at 10:30 am at the Chelan County Administration Building, located at 400 Douglas Street, Wenatchee, WA**

The purpose of the hearing is Code amendments to the Chelan County Code section 6.28 – Lodging Tax Advisory Committee and to Chelan County Code section 6.30 – Lodging Tax

Any person may appear at said public hearing and present testimony orally or in writing. Written submissions will be accepted up to the close of the public hearing. Comments may be mailed or personally delivered at the address below.

Copies of the proposal may be reviewed at the Chelan County Economic Services Department 400 Washington Street, Wenatchee, WA 98801: phone: (509) 667-6883.

Dated this 22nd day of June, 2026

Date: June 27, July 1, 2026

WWO002490



**The DOH Associates, PS**  
ARCHITECTS and PLANNERS

- OWNER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

# CHANGE ORDER

PROJECT: OLDS STATION CAMPUS

CHANGE ORDER #: 7

TO [ Contractor: Cascade Central Construction, LLC  
P.O. Box 119  
Wenatchee, WA 98807 ]

INITIATION DATE: 7/7/2026

ARCHITECT'S PROJECT #: 2344

CONTRACT DATE: 3/17/2025

You are directed to make the following changes in this Contract:

- Relocate RPBA at autopsy sink (Building 2) for drains to be tied into existing drain. \$1,868.71

**Total Amount \$1,868.71**

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time, and constitutes a Full and Final Release of any and all claims for cost or damages arising out of this Change in the Work, including any known or potential "impact" costs.

|   |                 |
|---|-----------------|
| The original (Contract Sum) ( <del>Guaranteed Maximum Cost</del> ) was .....  | \$ 6,698,000.00 |
| Net change by previously authorized Change Orders .....   | \$ 356,233.85   |
| The (Contract Sum) ( <del>Guaranteed Maximum Cost</del> ) prior to this Change Order was .....  | \$ 7,054,233.85 |
| The (Contract Sum) ( <del>Guaranteed Maximum Cost</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> )<br>by this Change Order ..... | \$ 1,868.71     |
| The new (Contract Sum) ( <del>Guaranteed Maximum Cost</del> ) including this Change Order will be .....   | \$ 7,056,102.56 |

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by ( 0 ) Days.

The Date of Substantial Completion as of the date of this Change Order therefore is: ..... March 13, 2026

Authorized:

AGREED:

Chelan County Board of Commissioners  
OWNER  
400 Douglas Street, Suite 201  
Address  
Wenatchee, WA 98801

Cascade Central Construction, LLC.  
CONTRACTOR  
P.O. Box 119  
Address  
Wenatchee, WA 98807

BY \_\_\_\_\_  
DATE \_\_\_\_\_

BY \_\_\_\_\_  
DATE \_\_\_\_\_



# Proposal

P.O. Box 119  
 Wenatchee, WA. 98807-0119  
 Phone 509-662-7119  
 Fax 509-662-6380

**To:**  
 Ron Criddlebaugh  
 Chelan County  
 400 Washington Street  
 Wenatchee, Washington 98801  
 Project: Chelan County Old Station Campus

PROJECT: Chelan County Old Station Campus  
 DATE: 6/16/2026 - Revised 6-24-26  
 TITLE: Building 2 - RPBA Drains at Autopsy Sink

| Date      | DESCRIPTION  | QUANTITY | UOM | UNIT PRICE             | AMOUNT            |
|-----------|--|----------|-----|------------------------|-------------------|
| 6/24/2026 | <b>Subcontractor Cost</b>                              |          |     |                        |                   |
|           | Alden Mechanical - Building 1                          | 1        | LS  | \$ 1,414.11            | \$1,414.11        |
|           |  |          |     |                        | \$0.00            |
|           |  |          |     |                        | \$0.00            |
|           |  |          |     |                        | \$0.00            |
|           |  |          |     |                        | \$0.00            |
|           | <b>Subcontractor - Sub Total with 10% Mark-up</b>      |          |     |                        | <b>1,555.52</b>   |
| 6/24/2026 | <b>Cascade Central Construction Cost</b>               |          |     |                        |                   |
|           | Superintendent   | 2        | HR  | \$ 104.63              | \$209.26          |
|           | 3/4 Ton Pickup   | 2        | HR  | \$ 31.54               | \$63.08           |
|           |  |          |     |                        |                   |
|           |  |          |     |                        |                   |
|           |  |          |     |                        |                   |
|           |  |          |     |                        |                   |
|           |  |          |     |                        |                   |
|           |  |          |     |                        |                   |
|           |  |          |     |                        |                   |
|           | <b>General Contractor - Sub Total with 15% Mark-up</b> |          |     |                        | <b>\$313.19</b>   |
|           |  |          |     | <b>SUBTOTAL</b>        | <b>1,868.71</b>   |
|           |  |          |     |                        |                   |
|           |  |          |     | <b>Total</b>           | <b>\$1,868.71</b> |
|           |  |          |     |                        |                   |
|           |  |          |     | <b>Pay This Amount</b> | <b>\$1,868.71</b> |

**CHELAN COUNTY  
CASHMERE DRYDEN AIRPORT  
LEASE AGREEMENT**

THIS AGREEMENT is made and entered into as of the 1<sup>st</sup> day of June, 2026, by and between CHELAN COUNTY, a municipal corporation organized under the laws of the State of Washington, (referred to as County), and Steve Berube, an Individual (hereinafter "Lessee").

**WITNESSETH:**

**WHEREAS**, Chelan County is the owner and operator of Cashmere Dryden Airport; and

**WHEREAS**, the County desires to lease certain premises to Lessee located within the Cashmere Dryden Airport and Lessee desires to lease from the County that premises, all upon the terms, conditions, and provisions set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein, the parties agree as follows:

**1. PREMISES**

The Premises, Hangar #14, and is graphically depicted for illustrative purposes on the diagram attached hereto as Exhibit "A" and made a part hereof. As used herein, the term "Premises" is real property now existing on the airport. Lessee has examined the Premises and accepts the same in their present condition, "as is".

**2. TERM**

**2A. Initial Term**

The County leases the Premises to Lessee and Lessee leases the Premises from the County for a term of 5 years commencing on the 1<sup>st</sup> day of June, 2026, and terminating on the 31<sup>st</sup> day of May, 2031, unless sooner terminated as provided in this Lease.

**2B. Option**

In addition, so long as Lessee is not in default, the County grants Lessee an option to renew or extend this Lease upon the same terms and conditions, except as to rent, for 5 successive terms of 1 year each, upon prior written notice thereof to the County prior to 90 days of the expiration of this Lease or any extended term hereof.

**2C. Possession**

Lessee is entitled to possession of the Premises as of the Effective Date.

### **3. RENTAL**

#### **3A. Base Rent**

Lessee shall pay the County annual Rent in the amount of \$197.00 per month, in advance, of the first day of each month. Rent will be adjusted annually using the Bureau of Labor Statistics June 12 month Average Consumer Price Index (CPI-U) for the Western Region. The periodic rental market rate adjustment as described in Section 4A below, shall constitute the base rent when such adjustments become effective.

#### **3B. Leasehold Tax**

In addition to the base rent, the Tenant shall pay to the Landlord a leasehold excise tax pursuant to Chapter 82.29A RCW, which is currently at 12.84% of taxable rent and other measurable considerations.

#### **3C. Additional Rent**

As additional rent, Lessee shall pay any applicable property taxes or assessments, general or special, or fees in lieu thereof, in connection with the Premises, tie-downs or any improvements on the Premises.

#### **3D. Late Payments**

In the event any rental payment is not made within ten (10) days of its due date, Lessee shall also pay the County a late payment charge in the amount of \$50.00 for each such delinquent rental payment. The acceptance of rent by the County for any period or portions thereof after default by the Lessee shall not constitute a waiver of the default unless the County so notifies Lessee in writing. The Lessee agrees that the County shall have a lien against all assets of the Lessee located on the Premises or used in connection with the Lessee's occupation of the Premises for all rents, charges, interest and fees payable under this Lease, and the Lessee further agrees that it shall not remove any of said assets from its locations until all such charges and fees payable under this Lease are paid in full.

### **4. RENTAL ADJUSTMENTS**

The Base Rent shall be adjusted in accordance with the terms of this Section. Any date upon which the Base Rent is to be adjusted is referred to as an "Adjustment Date" in this Lease.

#### **4A. Periodic Adjustment**

All rental rates and other charges due hereunder shall be adjusted annually as of the first day of January of each year (hereinafter referred to as the "Adjustment Date") commencing on the first day of January, 2026 and applied each year thereafter. The Bureau of Labor Statistics June 12 month Average Consumer Price Index (CPI-U) for the Western Region will be used to determine the annual adjustment.

Every five years during the term of this lease, or any extended term, all rental rates and other charges due hereunder will be adjusted to the current market value for an airport hangar. The new rate shall be agreed upon by the parties prior to the expiration of the applicable five year period.

#### **4B. Arbitration**

If the parties cannot mutually agree upon the rental and charges payable for said Premises at any such renegotiation interval for the ensuing period, then each of the parties shall appoint one (1) arbitrator. If the two (2) arbitrators cannot agree upon the rental rates and charges at issue within thirty (30) days after submission to such arbitration panel, they shall appoint a third arbitrator. The amounts payable fixed by any two (2) such arbitrators shall be the amounts to be paid for said Premises for the ensuing five-year period. The decision of the arbitrators shall be reduced in writing and delivered to each party within thirty (30) days of submission of the issue to the arbitration panel for determination. The arbitrator's decision shall be binding on both parties.

(1) In determining the rate issue under consideration, the arbitrators shall endeavor to determine and base their decision upon a "fair market" value of like and similar rates and practices for properties of similar uses and similar size.

(2) The fees of the respective arbitrators shall be paid by the party who selected the same, and if a third arbitrator is employed, his fees shall be divided equally between the parties and paid accordingly.

(3) These renegotiations shall be commenced and completed during the last six (6) months of each specified five-year interval as set forth above. In no event shall the rate be less than in the immediately preceding period. The increase in the rent resulting from the first such renegotiation shall be effective on the first day of the succeeding period. The new rate shall be applied retroactively to the beginning of the new period if not determined prior to the end of the previous period. During any extended renegotiation period, the Lessee shall pay the previously established rent and charges until the new rate is established. Any deficiency shall be paid by the Lessee on the next rental due date.

### **5. USE OF THE PREMISES**

Lessee shall use the Premises for the following purpose(s): Storage of aircraft and aviation related equipment. Lessee shall not use the Premises for any other purposes without the prior written consent of the County. The Lessee shall observe, abide and comply with any and all applicable federal, state or local laws, rules or regulations that affect the Premises, as well as all of the County's rules regulations and minimum standards applicable to Cashmere Dryden Airport as they are now formulated, or as they may be re-formulated in the future. Lessee shall not allow any illegal or unlawful activities

on the Premises. Nothing herein shall be deemed or construed to grant Lessee any exclusive right or interest to conduct the type of business or activity permitted hereunder.

## **6. OBLIGATIONS OF LESSEE**

During the term of this Lease or any extensions thereof, the Lessee shall:

### **6A. Expenses**

Pay all costs and expenses associated and in connection with the use of the Premises and the rights and privileges herein granted, including, but not limited to, leasehold and other taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the Premises or the improvements and other property on the Premises. The Lessee may, however, at its sole expense and cost, contest any tax, fee, or assessment, but shall in no event allow the same to become a lien on the Premises.

### **6B. Maintenance**

Keep and maintain the Premises in neat, clean, sanitary and safe condition and repair. The County (and its Airport Advisory Board), shall be the sole judge of the quality of maintenance and repair of the Premises and upon written notice by the County to the Lessee, the Lessee shall be required to perform whatever maintenance and repair the County deems reasonably required. If the maintenance and repair is not undertaken within ten (10) days after receipt of written notice, the County shall have the right to enter upon the Premises and perform such maintenance and repair, the cost of which shall be charged to and borne by the Lessee. Said amount(s) shall be paid by the Lessee as an additional rent on the next due date after receipt of notice as to the amount(s) thereof.

### **6C. Rubbish**

Properly dispose of all rubbish, garbage, and waste in a clean and sanitary manner at reasonable and regular intervals and assume all costs of extermination and fumigation for any infestation caused by Lessee.

### **6D. Use of Utilities**

Properly use and operate all electrical, gas, heating, plumbing, and other fixtures and appliances that are or may be available for use by the Lessee.

### **6E. Damage**

Not intentionally or negligently destroy, deface, damage, impair, or remove a part of the Premises, its appurtenances, facilities, equipment, furniture, furnishings, appliances, or fixtures, nor permit any person, whether family, invitee, licensee, or otherwise, acting under control of the Lessee to do so.

### **6F. Nuisance**

Not permit any nuisance or common waste on the Premises.

#### **6G. Exclusive Rights**

It is not the intent of this Agreement to grant to the Lessee the exclusive right to provide any or all of the services described in this document at any time during the term of this Agreement. The County reserves the right, at its sole discretion, to grant to others certain rights and privileges upon the Airport which may be identical or similar, in part or in whole, to those granted to the Lessee. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Airport Act of 1958 or any other provision of law.

#### **6H. Use of Facilities**

The Lessee shall be entitled, in common with others so authorized, to the use of all facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the Airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the County, all upon such rules, regulations and minimum standards as may be established by the County from time to time hereafter.

#### **6I. Right of Ingress/Egress**

The Lessee shall have the reasonable right to ingress and egress to and from the Premises and to the public areas of the Airport in the carrying on of their activities as herein provided for; subject, however, to such rules, regulations and minimum standards pertaining to the use and operation of the Airport as may be established by the County from time to time hereafter, which right shall extend to the Lessee's guests and invitees. Said right shall be exercised so as not to impede or interfere with the business conducted by the County or its other Lessees.

#### **6J. Sewage**

Lessee will allow only domestic wastewater into the City's sewer system. "Domestic Wastewater" means water carrying human waste, including kitchen and bath wastes from industrial buildings. "Industrial Wastes", which include water or liquid carrying wastes from any industrial, trade or business process or activity, are not allowed into the City's sewage system.

### **7. IMPROVEMENTS/ALTERATIONS**

As part of the consideration for the privileges herein granted, the Lessee agrees to maintain and/or otherwise make improvements to the Premises at its sole cost and expense, except those which may be otherwise agreed to in writing by the County.

#### **7A. Approval of Plans**

Lessee agrees that it shall submit to the County for approval, detailed plans and specifications for any proposed leasehold improvements and prior to taking steps toward commencement of any proposed construction (e.g., earth movement, material acquisitions or permit applications). In the event that the County requires

revisions of the plans and specifications, it shall notify the Lessee in writing which details such revisions and the Lessee shall then have thirty (30) calendar days from the date of receipt of the County's revisions to resubmit the plans and specifications for the County's approval. If such plans and specifications cannot thereafter be agreed upon within thirty (30) calendar days, either party may terminate this Lease.

#### **7B. Permits**

The Lessee agrees that it shall secure all permits required in connection with any construction and improvements and pay the required fees therefore. The Lessee agrees that all construction, improvements, and maintenance shall be made in conformance with the provisions of all applicable laws, rules, codes, and regulations. It is further agreed that all leasehold improvements shall be kept in condition so as to meet the requirements of applicable Uniform Building and Fire Codes at all times.

#### **7C. Construction**

Upon receiving all necessary approvals of its plans and specifications, the Lessee shall engage one or more qualified contractors to construct said improvements. Construction shall commence within sixty (60) calendar days of the Lessee's receipt of the County's final approval of the plans and specifications and receipt of applicable permits and shall be scheduled for completion no later than one hundred eighty (180) calendar days after commencement of construction.

#### **7D. Fixtures**

The Lessee shall have the right to install, at its own expense, trade fixtures and equipment normal for its activities and the right (subject to any other provisions of this Lease) to remove the same at the expiration of this Lease. Provided, however, that the Lessee shall pay for all damages suffered by the Premises by such removal.

#### **7E. Liens**

The Lessee shall have no authority, expressed or implied, to create any lien on said Premises without the receipt of prior written approval of the County, and shall hold harmless, defend and indemnify the County from any loss or claim of liability by reason of any such lien. Lessee shall cause any such lien to be removed from the Premises. If any such lien is not removed or satisfied by the Lessee within thirty (30) days after written notice thereof by the County, the County may, but is not obligated to, take such steps as it may deem reasonably required to cause such lien to be removed, including but not limited to payment of the amount(s) claimed therefor, and the Lessee shall, upon receipt of notice, reimburse the County for all sums it may have paid to cause said lien to be removed plus interest thereon at the rate of twelve percent (12%) per annum from the date of the County's payment until reimbursed in full by Lessee.

## **8. SIGNS**

Lessee shall have the right, at its own expense, to place in or on the Premises a sign or signs identifying the Lessee. Said sign or signs shall be of a size, shape, and design, and at a location or locations, approved by the County in writing and in conformance with any overall directional graphics or sign program, codes, rules or regulations established by the County or any other governmental entity having jurisdiction over the Premises, including, but not limited to, City of Cashmere. Said sign or signs shall be kept presentable and in good repair. Notwithstanding any other provision of this Lease, said sign or signs shall remain the property of the Lessee. The Lessee shall remove, at its expense, all lettering, signs, and placards so erected on the Premises at the expiration of the term of this Lease. If the Lessee violates this provision, the County may remove the sign or signs without any liability, and may charge the expense incurred by such removal to the Lessee, which expense Lessee shall pay within ten (10) days of receipt of notice thereof. Provided, however, that the County shall give the Lessee written notice of the Lessee's violation of this provision, and Lessee shall have forty-eight (48) hours after receiving said notice to comply before the County removes said sign(s).

## **9. AIRSPACE**

Lessee hereby grants and conveys for the use and benefit of the public a right of way over the Premises for the unobstructed passage of all aircraft ("aircraft" being defined for the purpose of this Lease as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air), by whomsoever owned and operated, in all air space above the surface of the Premises to an infinite height.

In addition, this easement grants the right to cause in all airspace above the Premises such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the current or future operation of aircraft landings at, or taking off from, or operating at or on the Cashmere Dryden Airport. The Lessee does hereby fully waive, remise, and release any right or cause of action which they may now have or which they may have in the future against the County, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of such aircraft.

In addition, this easement includes the continuing right of the County to prevent the erection of or growth upon the Premises of any building, structure, tree, or other object extending into the air space which would constitute an obstruction to said air space in accordance with Federal Air Regulation Part 77 (or its successor law, rule or regulation). The Lessee for themselves, their heirs, personal representatives, successors, and permitted assigns, do hereby agree that for and during the life of this Lease they will not erect, permit the erection of, or permit or suffer to remain upon the Premises any building, structure, tree or other object extending into such airspace. In addition, Lessee agrees that it shall not use, permit or suffer the use of the Premises in such a manner as to create electrical or other interference with radio communications between any installation upon the Cashmere Dryden Airport and aircraft, or to make it difficult for flyers to distinguish

between Airport lights and others, or as to impair visibility in the vicinity of the Airport, or to endanger the landing, taking off or maneuvering of aircraft.

## **10. UTILITIES**

The Lessee, at its own expense, shall provide for and make connections to all utilities that it requires to serve the Premises. Any on-site utility improvements within the Premises shall be the sole responsibility of Lessee, including, but not limited to, all design and construction costs. Lessee shall pay all charges for utilities and services provided to the Premises prior to delinquency.

## **11. HAZARDOUS SUBSTANCES**

As used in this Lease, the term "Hazardous Substance" means any hazardous, toxic, dangerous or extremely dangerous substance, material or waste, which is or becomes regulated by the United States Government, the State of Washington, or any local governmental authority. The term includes, without limitation, any substance containing constituents regulated as specified above. The term "release" shall be defined as provided in 42 U.S.C. 9601 and RCW 70.105D.020, as amended. In the event a conflict exists between the two definitions, the broader definition shall apply. For purposes of this Lease, the term release shall also include a threatened release. During the term of this Lease, or any extended term:

### **11A. Storage and Use, etc.**

Lessee shall not use, store, treat, generate, sell or dispose of any Hazardous Substances on or in any manner that affects the Premises, improvements, common areas, or any areas adjacent thereto, without the prior written consent of the County.

### **11B. Compliance**

The Lessee shall, at its sole cost and expense, comply with all laws, statutes, ordinances, regulations, rules, and other governmental requirements regarding the proper and lawful generation, use, sale, transportation, storage, treatment, and disposal of Hazardous Substances (hereinafter "Laws") on the Premises or in any manner that affects the Premises.

### **11C. Notification**

The Lessee shall notify the County within twenty-four (24) hours of any release of Hazardous Substances that may affect the Premises or any adjacent property and shall promptly provide the County with a copy of any notifications given to any governmental entity regarding any such release. The Lessee shall promptly provide the County with copies of any inspection report, order, fine, request, notice, or other correspondence from any governmental entity regarding the release of Hazardous Substances that may affect the Premises or any adjacent property. The Lessee shall provide the County with a copy of all report, manifest, material safety

data sheets (MSDS), and identification numbers regarding Hazardous Substances at the same time they are submitted to the appropriate governmental authorities.

**11D. Indemnification and Hold Harmless**

The Lessee shall defend (with attorneys approved in writing by the County, such approval not unreasonably withheld), indemnify and hold the County, its Commissioners, employees and agents and representatives harmless from any loss, claim, fine, or penalty arising from the release of Hazardous Substances or any violation of applicable Laws affecting the Premises caused in whole or in part by the Lessee. Such obligation shall include, but shall not be limited to, environmental response and remedial costs, other cleanup costs, environmental consultants' fees, attorneys' fees, fines and penalties, laboratory testing fees, claims by third parties and governmental authorities for death, personal injuries, property damage, business disruption, lost profits, natural resource damages and any other costs, and the County's expenses incurred under the foregoing provisions. The Lessee's obligation pursuant to this paragraph shall survive expiration or other termination of this Lease.

**11E. Default**

Notwithstanding any other provision of this Lease, the County may, in the event of a release of Hazardous Substances or a violation of applicable Laws affecting the Premises, elect to declare this Lease in default and terminate it. Such election by the County, if made, shall be without prejudice to any other remedy provided in this Lease. Should the County not elect to declare a default, it may cure any release of Hazardous Substances or any violation of applicable Laws by the Lessee, and impose a surcharge sufficient to recover such expenses together with interest at eighteen percent (18%) per annum, for such portion of the unexpired term of this Lease as the County may deem proper.

**11F. Rights and Remedies**

Notwithstanding any other provision of this Lease, and without prejudice to any other such remedy, the County, in the event of a release of Hazardous Substances, a violation of applicable Laws or a breach of this Lease, shall be entitled to all rights and remedies provided by law or in equity, including, but not limited to the following, at the County's option: Terminate this Lease immediately; recover any and all damages associated with the default, including but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by the County and other tenants, and any and all damages and claims asserted by the parties' and the County's attorneys' fees and costs; or to renegotiate the terms of this Lease to recover any return on expenditures made by the County in order to insure that the Premises and the use of such Premises comply with all governmental rules, regulations and requirements. The County, in pursuing any particular remedy, shall not be deemed to have made an election of remedies to the exclusion of any other remedies available to it.

## **12. RIGHTS RESERVED FOR COUNTY**

During the term or any extensions of this Lease the County shall:

### **12A. Use of Facilities**

Have the perpetual right and privilege to construct and maintain for the use of itself and its agents or tenants underground pipe, cable, ducts, and other necessary facilities to serve other users and tenants, together with the right to enter upon the Premises at any time with all necessary men, materials, and appliances for the purposes of constructing, inspecting, operating, repairing, and maintaining the same.

### **12B. Entry**

Have the right to enter upon the Premises at any reasonable, prearranged time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease.

### **12C. No Improvements**

Not be required to make any improvements or repairs of any kind upon the Premises, except as may be specifically provided for in this Lease.

### **12D. Perform Agreements**

Have the right to make any changes to and perform any construction on the Premises required by any agreement or obligation to which it is subject with any other governmental agency or agencies having jurisdiction thereon upon prior written notice served upon the Lessee at least ninety (90) days in advance of such proposed work.

### **12E. Air Operations Improvement**

The County reserves the right to further develop or improve the air operations area of the Airport as it sees fit, regardless of the desires or opinion of the Lessee, and without interference or hindrance from the Lessee.

### **12F. Temporary Closure**

The County reserves the right to temporarily close the Airport or any of the facilities thereon for maintenance, improvement, or for the safety of the public. Except for emergency closures or those beyond the County's control, the County will provide 24 hours prior notice to the Lessee of such closure.

### **12G. Right to Maintain**

The County reserves the right, but not the obligation, to maintain and keep in repair the Air Operation Area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.

#### **12H. Protection of Aerial Approaches**

The County reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee, its successors or assigns, from erecting or permitting to be erected any building, device, or structure on or adjacent to the Airport which, in the opinion of the County, would limit the usefulness of the Airport, interfere with Airport operations, planning, development, constitute a hazard to aircraft or in any way place the Airport in a position of non-compliance with FAR Part 77 of the Federal Aviation Administration Regulations.

#### **12I. Rules and Regulations**

The County reserves the right to promulgate reasonable rules and regulations for the use of runways, taxiways, ramps, streets, and parking areas within the confines of Cashmere Dryden Airport as it may deem appropriate in the best interests of the County, Lessee and the general public. Lessee agrees to abide by such rules and cooperate in the observance thereof.

#### **12J. Higher Authority**

The County shall have the right to make any changes and perform any construction required by any agreement or obligation to which it is subject with any other governmental agency or agencies having jurisdiction thereon upon prior written notice served upon the Lessee at least ninety (90) days in advance of such proposed work.

### **13. DEFAULT AND TERMINATION**

This Lease shall terminate at the option of the County in the event of any one or more of the following events:

#### **13A. Payment Default**

Lessee's default in the payment of the annual or monthly rent or any additional rent for more than thirty (30) days after the time such payment becomes due;

#### **13B. Failure to Perform**

Lessee's default in the performance of any of the terms, covenants, or conditions of this Lease, or in the event of its failure to comply with the reasonable instructions of the County relative to default, and the failure of the Lessee to remedy, or undertake to remedy, to the County's satisfaction, such default for the period of thirty (30) days after receipt of written notice from the County;

#### **13C. Abandonment**

Lessee's abandonment of the Premises;

### **13D. Insolvency**

If the Lessee files a voluntary petition in bankruptcy, makes a general or other assignment for the benefit of creditors, is adjudicated bankrupt, or if a receiver is appointed for the property or affairs of the Lessee. This Lease shall not be an asset of the Lessee in any bankruptcy proceeding.

### **13E. Assignment**

Lessee assigns this Lease without the County's prior written consent.

Except as to bankruptcy proceedings, such termination shall be effective upon thirty (30) days prior written notice given to the Lessee. If this Lease is so terminated by the County, all rights of the Lessee, or any person claiming through the Lessee, shall cease and terminate, and all payments made thereon shall belong to the County. The County may, without notice, re-enter and take full possession of the Premises, including all leasehold improvements thereon. The County shall be entitled to all leasehold improvements, and title thereto shall vest in the County free and clear of any lien of claim of the Lessee or its successors. All property of the Lessee which is located on the Premises, whether exempt from execution or not, shall be bound by and subject to a lien for the payment of any amount(s) owing hereunder, and for any other damages arising from a breach by the Lessee of any portion of this Lease. Lessee agrees that the County may take possession of said property, or any part or parts thereof, and sell or cause the same to be sold at a public or private sale, without notice, to the highest bidder for cash, and apply the proceeds of said sale toward the cost thereof and then toward the indebtedness or other damages. Subject to the County's lien rights set forth above, upon termination of this Lease, the Lessee shall, at its sole cost and expense, remove all signs, trade fixtures, furnishings, personal property, equipment, and materials from the Premises which the Lessee was permitted to install or maintain under the rights granted herein. Lessee shall repair all damages caused by such removal. If the Lessee fails to do so within thirty (30) days, then the County may effect such removal or restoration at the Lessee's expense, and the Lessee agrees to pay to the County such expense promptly upon receipt of a proper invoice therefor.

## **14. LEASEHOLD IMPROVEMENTS AT TERMINATION**

Except as may otherwise be specifically provided in Section 17 below, leasehold improvements upon the Premises shall remain the property of the Lessee and may be purchased by the County at fair market value upon expiration or termination of this Lease. If County chooses to purchase, Lessee shall deliver any and all keys to the Premises upon expiration or termination of this Lease. Provided, however, that upon the expiration of the term of this Lease or upon the sooner termination thereof, the County shall be entitled, upon its specific written request given sixty (60) days in advance in the case of expiration of the Lease term, to have the Premises sold or returned to it clear of all improvements, clean, and in good condition, in which event, title to all of said improvements shall remain in and with the Lessee.

If the County requests such removal, the Lessee shall complete the same within one hundred twenty (120) days after the termination of this Lease. If the Lessee fails to so remove said improvements within the specified time, they may be removed by the County and the Lessee shall pay the County the cost thereof upon demand.

If, in the reasonable opinion of the County, the Premises are left in an unclean condition or state of disrepair by the Lessee, the County may cause the Premises to be repaired or cleaned to its satisfaction and Lessee shall pay the costs therefor.

## **15. DESTRUCTION OF IMPROVEMENTS**

In the event any improvements owned or constructed by the Lessee on the Premises are destroyed in whole or in part of fire, earthquake, wind, storm, flood, explosion, aircraft collision, vehicle collision, smoke, vandalism or malicious mischief, the Lessee shall restore the same to its original condition subject to the approval of the County's Board of Commissioners of any Plans and Specifications for such reconstruction. Any reconstruction shall be undertaken within sixty (60) days of the event which in whole or in part necessitates reconstruction and diligently processed to completion; however, if the said improvements on the Premises are totally destroyed or partially damaged or destroyed to the extent that the costs of reconstruction or restoration of the same is sixty percent (60%) of the full insurable value of the Premises, Lessee may, by written notice to the County within thirty (30) days of the occurrence of such damage or destruction, elect not to reconstruct or restore the improvements and shall elect to demolish the above ground structures then existing and restore the Premises to cleared street level surface (pursuant to applicable governmental regulations, if any). Any insurance proceeds remaining shall be distributed to the Loss Payees as their interest may appear and in lieu of further Lease obligations to the County, whereas this Lease shall terminate as to the day on which demolition and debris removal shall have been completed to the County's satisfaction.

## **16. ASSIGNMENT, SUBLETTING AND USE BY OTHERS**

Neither this Lease, nor any part hereof, may be assigned, transferred, rented or sublet by the Lessee by process or operation of law or in any other manner whatsoever, without the consent of the County. Such consent shall not be unreasonably withheld. Copies of all proposed agreements between the Lessee and any prospective sublessee or other party relating in any way to the use of the Premises, shall be filed with the County for review and consideration not less than thirty (30) days prior to the effective date of said documents. The County reserves the right to require submission of additional detailed information concerning such other party including, but not limited to, financial records and statements, business background and references.

Lessee will not permit any use or activity to be conducted upon the Premises that does not conform to all applicable zoning and construction regulations. Lessee will not enter into any sublease or other tenancy agreement when the proposed use of the Premises requires a Special Use Permit, rezone, variance of any kind, environmental impact

statement, determination of non-significance, or any other use that requires special permission by a governing body, without the prior written consent of the County.

The County reserves the right to adopt a policy or policies which specially exclude certain types of business activities that are inconsistent with the County's planned development of Cashmere Dryden Airport. Lessee hereby agrees to comply with all such policy or policies, and further agrees to require that all of the Lessee's approved sublease or tenancy documents contain the following covenant:

"Sublessee shall perform all covenants and conditions contained in the Lease Agreement between the County and Lessee, except for the covenant relating to the payment of rent. Sublessee also understands and agrees that the only activity authorized by this sublease document is that which is specifically addressed in the Lease Agreement between Lessor and Lessee and no other activity."

The County may withhold its consent to any assignment, sublease, other transfer, or tenancy if the proposed transferee's use of the Premises may involve the generation, storage, use, treatment, or disposal of Hazardous Substances, as defined in this Lease.

## **17. HOLD HARMLESS/INDEMNIFICATION**

The Lessee covenants and agrees to hold harmless, defend and indemnify the County, its commissioners, employees, agents and representatives from and against any and all liability, damages, judgments, or claims therefor, which may arise from or are attributable to the Lessee's occupancy or use of the Premises or any of the County facilities, whatsoever the nature, and whether authorized or unauthorized. The Lessee shall pay the expenses, including reasonable attorney's fees and costs, for the defense of any such claim, including but not limited to litigation in any court of competent jurisdiction or any other dispute resolution process or proceeding. The Lessee also agrees that the County or its employees or agents shall not be held liable for any damage to property or persons caused by any defects now in said Premises or equipment, and hereafter occurring, and the Lessee shall defend, indemnify, and hold the County harmless therefrom. The County may, at its option, select the defense counsel of its choice in any such matters.

## **18. INSURANCE**

### **18A. Liability Insurance**

The Lessee shall obtain and keep in force during the term of this Lease, Comprehensive General Liability insurance, extended to cover the Premises and the Lessee's business operations in companies and in form to be approved by the County. Coverage provided by the foregoing insurance policy shall be re-evaluated in accordance with the time schedule established for renegotiation of rental rates and shall include such areas of coverage as the County deems reasonably required and appropriate to protect itself from claims of liability in light of the nature of Lessee's business operations and use of the Premises.

### **18B. Property Insurance**

In addition, Lessee shall keep and maintain in full force and effect during the term of this Lease All-Risk insurance on all fixed improvements located or situated on or in the Premises to the full replacement value thereof. Proceeds from such insurance shall be used to restore the Premises.

### **18C. Policy Requirements**

All such policies shall:

(1) Name the County as an Additional Insured and Loss Payee and list the Premises as a covered site.

(2) Apply as primary insurance irrespective of any insurance which the County may carry.

(3) In the case of the Comprehensive General Liability policy, it shall be in an amount not less than \$2,000,000 general aggregate, \$600,000 for single limit bodily injury/property damage. The policy shall also include similar coverage for site specific pollution for the Premises. The Lessee shall be responsible for notifying the County in the event that the Lessee receives notice of cancellation of coverage. The Lessee shall provide this notice to the County within 10 days of receiving notice of cancellation from its insurer. It will be considered a material breach of this Lease if the County is not notified and given the opportunity to place coverage as it deems appropriate. The Lessee will be responsible for any premium costs that the County incurs for replacing said coverage.

(4) A true copy of the insurance policy, including all of the aforementioned coverage and endorsements, shall be provided to the County upon request. The insurance carrier must annually provide the County with a complete and properly authenticated Certificate of Insurance as evidence of the coverage required herein, said Certificate to be subject to the approval of the County.

(5) Insurance minimum coverage requirements will be reviewed every five years during the market rate adjustments as described in Section 4A.

### **18D. Release and Waiver**

The County and the Lessee herein hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective property insurance contracts, for all perils insured thereunder. Provided, that this paragraph shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of the County or the Lessee.

## **19. NONDISCRIMINATION**

Notwithstanding any other or inconsistent provision of this Lease, during the term hereof, or any extended term, the Lessee, for itself, its heirs, personal representatives, successors in interest, permitted assigns, and subtenants, does hereby covenant and agree that no person, on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises or in the construction of any improvements on, over, or under the Premises, or the furnishing of services therein or thereon.

## **20. NOTICE**

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be personally delivered or mailed. If mailed, it shall be sent certified mail, return receipt requested, with postage and certification fees prepaid:

If to the County, addressed to: Chelan County  
Attn: Airport Director  
400 Douglas St.  
Ste. 200  
Wenatchee, WA 98801

If to the Lessee, addressed to: Steve Berube  
1955 Rose Petal Drive  
Windsor, CO 80550

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or three (3) days after mailing, whichever first occurs.

## **21. MISCELLANEOUS**

The following miscellaneous provisions apply to this Lease:

### **21A. Captions**

The captions used in this Lease are intended for convenience of reference only, and do not define or limit the scope or meaning of any provision of this Lease.

### **21B. Joint and Several Liability; Binding Effect**

Each party who signs this Lease (other than in a representative capacity) will be jointly and severally liable for the performance of the obligations under this Lease. This Lease is and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

**21C. "Lessee" Includes Lessees**

It is understood and agreed that for convenience the word "Lessee" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this Lease, regardless of the number, gender, or fact of incorporation of the party who is, or of the parties who are, the actual Lessee or Lessees under this Lease.

**21D. Waiver**

The failure to enforce any provision concerning breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of rights to enforce such provisions with respect to any such subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

**21E. Governing Law**

The place of making of the Lease shall be deemed to be Chelan County, Washington, and the legal rights and obligations of the County and the Lessee shall be determined by the laws of the State of Washington.

**21F. Jurisdiction and Venue**

In the event any suit, action or other proceeding shall be brought in connection with any of the terms or conditions of this Lease, the County and the Lessee hereby stipulate that jurisdiction and venue of each suit, action or other proceeding shall be in Chelan County, Washington.

**21G. Attorney's Fees and Costs**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Agreement, each party shall pay for its own attorney's fees and costs.

**21H. Holding Over**

In the event that the Lessee, for any reason, shall hold over in possession of the Premises following the expiration of this Lease, or any extensions hereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create a tenancy from month to month which may be terminated at will at any time by the County.

**21I. Severability**

In the event that any section, or any part of any section of this Lease shall be declared invalid by a court of competent jurisdiction, said holding shall have no effect upon the remaining sections of this Lease, which remain in full force and effect.

**21J. Entirety**

The Lease constitutes the entire agreement and understanding between the County and the Lessee. There are no other agreements or representations, either written or oral, which modify or have any effect upon this Lease. This Lease is not effective in any manner until such time as formally approved and accepted by the Chelan County Commissioners as evidenced by their signatures below.

**21K. Recording**

This Lease Agreement shall be recorded with the Chelan County Auditor.

**21L. Submission of Lease Form Not an Offer**

One party's submission of this Lease to the other for review shall not constitute an offer to lease the Premises. This Lease shall not become effective and binding upon County and Tenant until it has been fully signed by both County and Tenant.

**IN WITNESS WHEREOF** the parties hereto have caused this Lease Agreement to be executed as of the day and year first above written.

**DATED** at Wenatchee, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**BOARD OF CHELAN COUNTY COMMISSIONERS**

\_\_\_\_\_  
SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

\_\_\_\_\_  
KEVIN OVERBAY, COMMISSIONER

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

\_\_\_\_\_  
BRAD HAWKINS, COMMISSIONER

Approved As To Form:

[Signature]  
County Attorney

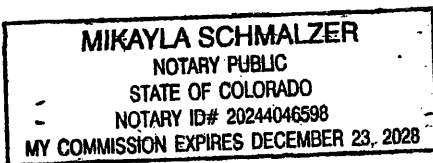
Date: 7-2-26

[Signature]  
Lessee Signature

STATE OF Colorado COUNTY OF Weld

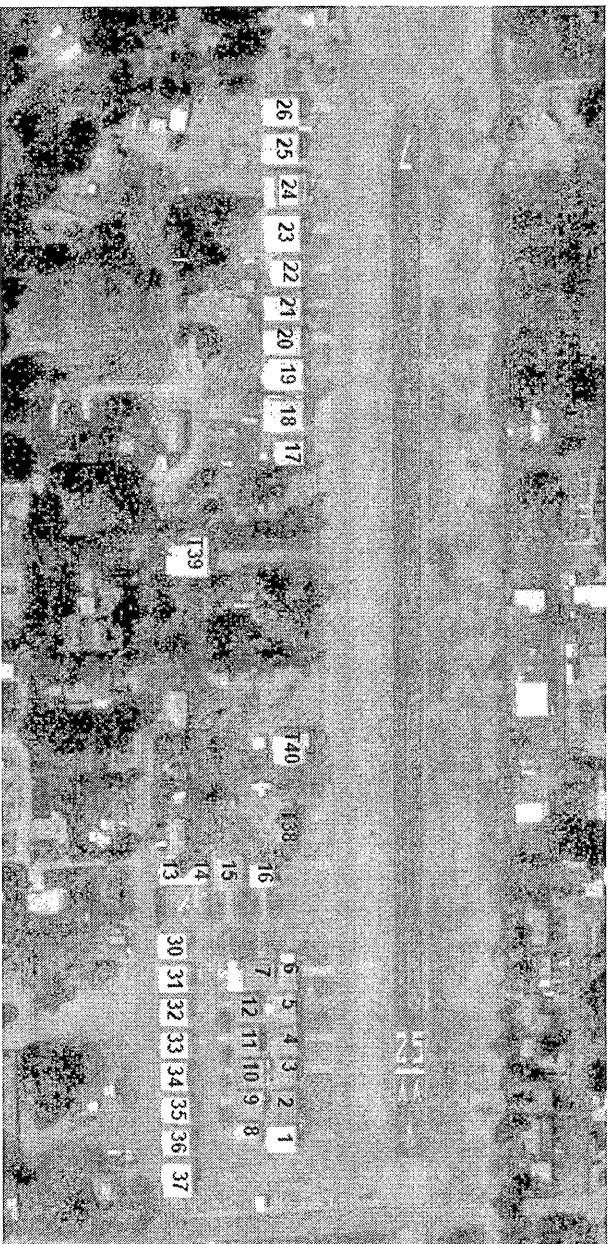
On this 25th day of June, 2026 before me personally appeared Steven Berube to me known to be the Lessee of Hanger 14 of the **Cashmere Dryden Airport** that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and that they are authorized to execute said instrument.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Notary Public in and for the  
State of Colorado  
residing at Windsor  
My commission expires: 12/23/2028

Exhibit A





# CHELAN COUNTY LODGING TAX ADVISORY COMMITTEE

400 DOUGLAS STREET, SUITE #201 WENATCHEE, WA 98801

T: 509.667.6883 | F: 509.667.6599

## MEMO

---

**TO:** Board of Commissioners  
**FROM:** Ron Cridlebaugh, Economic Services Director  
**DATE:** July 13, 2026  
**RE:** Plain Community Park

---

Commissioners,

The purchase of the Plain Community Park has been completed. The original purchase price was split between lodging tax reserves and rural county tax. Staff is now requesting some additional funding from the County's portion of lodging tax and rural counties tax to cover a few incidental costs such as closing, the appraisal, environmental assessment and cultural resources survey. There are also two documents in draft form that need to be completed... an irrigation agreement and an operation and maintenance agreement for the future operations and maintenance of the park. Staff also recommends some conceptual site planning and community engagement for the site.

**Staff Recommendation:** Authorize staff to use lodging tax and rural county tax in equal amounts not to exceed \$60,000.

---

**Approved by Chelan County Commissioners**

\_\_\_\_\_  
Shon Smith, Chairman

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



## 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 Murillo-Vera  
**DATE:** July 13<sup>th</sup>, 2026  
**RE:** Approval to Apply for Vet Corps

---

### **Background**

The WDVA is reviving their Vet Corps Program. This is an AmeriCorps/Washington Service Corps initiative that places trained Vet Corps Members at selected host sites throughout Washington State to provide peer support and resource navigation to veterans transitioning to civilian life. Chelan County previously had Vet Corps members at the County. This is how the need for an Admin Assistant in the Veteran Service Office was identified a few years ago.

Vet Corps Members are veterans or dependents of veterans who are trained to assist fellow veterans in accessing education, employment, healthcare, disability compensation, and other community resources. In addition to one-on-one peer mentoring, members help strengthen volunteer engagement, connect veterans with on-site and community services, and support outreach efforts. For the 2026–2027 service year, WDVA anticipates placing Vet Corps Members at up to fifteen sites statewide through a competitive application process.

### **Benefit to Chelan County**

Participation in the Vet Corps Program would enhance the County's ability to serve veterans by providing an additional dedicated resource without the need to create a new County employee position. Specifically, we need a person that can attend social service meetings and veteran specific meetings in the community to better advertise the work that the Veteran Service Office does, but also to learn about other resources available in the community for veterans and their dependents. The Vet Corps Member would receive training and ongoing support through WDVA while serving alongside County staff to improve access to services for local veterans. There is already precedent working closely alongside the WDVA, since we have the Staff Sergeant Fox suicide prevention program housed in the Veteran Service Office.



## CHELAN COUNTY ECONOMIC SERVICES

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

The program aligns with the County's commitment to supporting veterans and increasing access to housing, healthcare, employment, and other critical resources. The addition of a Vet Corps Member would also strengthen partnerships with local veteran-serving organizations and expand outreach efforts within the community.

### **Financial Impact**

The Vet Corps Member's monthly living stipend of approximately \$1,942 and education award are funded through the Washington Service Corps AmeriCorps grant.

The County's only financial commitment would be a required participation fee of **\$4,500**, which helps offset program administration and training costs. If selected, WDVA will invoice the County after the participation agreement is executed. The fee for the program would cover the position for ten and a half months. Additionally, the Veteran Relief Fund would be where the fee would be expended. The Veteran budget is currently underspending and is in good shape to support this request.

### **Timeline**

Key program milestones include:

- July 15, 2026: Site application due.
- Late July–Early August: Notification of selected host sites.
- August 2026: Recruitment and interview of Vet Corps applicants in partnership with WDVA.
- September 16, 2026: Vet Corps Member begins service.
- October 2026: Required two-day Vet Corps training.

### **Request**

Staff requests authorization to submit an application to the Washington State Department of Veterans Affairs (WDVA) to participate as a host site in the 2026–2027 Vet Corps Program, and if selected, staff will use funding from the Veteran Relief Fund for the fee.

---

**Approved by Chelan County Commissioners**

---

Shon Smith, Chairman

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

# Community Development Block Grant

## Grant Application Data

### **General Information**

|                                  |                           |  |
|----------------------------------|---------------------------|--|
| Program Name                     | Chelan County             |  |
| Jurisdiction                     | 2026 CDBG Public Services |  |
| Unique Entity Identifier # (UEI) | Chelan County             |  |
| UEI / SAM.gov Expiration date    | N1UMA4BMMWD5              |  |
| Total Grant Amount               |                           |  |
| SWV Number                       | \$ 58,000                 |  |
| Street Address                   | SWV0001231-21             |  |
| City                             | 400 Washington Street     |  |
| State                            | Wenatchee                 |  |
| Zip code                         | WA                        |  |
|                                  | 98801                     |  |

### **Signature Authority for Grant Agreement**

|            |   |
|------------|---|
| First Name | Shon  |
| Last Name  | Smith                                       |
| Title      | Chair, Board of Chelan County Commissioners |
| Email      | shon.smith@co.chelan.wa.us                  |

### **Contact Information**

|                    |                                    |
|--------------------|------------------------------------|
| Contact First Name | Amber                              |
| Contact Last Name  | Murillo-Vera                       |
| Phone              | (509) 667-6881                     |
| Title              | Community Services Manager         |
| Email              | amber.murillo-vera@co.chelan.wa.us |
| Mail Address       | 400 Washington Street              |
| City               | Wenatchee                          |
| State              | wa                                 |
| Zip Code           | 98801                              |

**Funding**

|   |   |            |  |
|---|---|------------|--|
| Total CDBG Grant Amount   | (from Page 1)                                       | \$ 58,000  |  |
| County General Admin (\$3,500 max.)                                       |   | \$ 0       |  |
| Services Amount   | (Equals grant total minus funds reserved for Admin) | \$ 58,000  |  |
| Program Income  |   |            |  |
| Local Public Funds  |   | 30,000     |  |
| Other State Funds   |   | 350,000    |  |
| Other Federal Funds   |   | 35,000     |  |
| Private Funds   |   | 32,000     |  |
| <i>Total Additional Funding Involved in delivering Service Activities</i> |   | \$ 447,000 |  |
| <i>Total Funding including CDBG</i>                                       |   | \$ 505,000 |  |

**Beneficiaries**

|                       |        |
|-----------------------|--------|
| Number of Persons     | 15,000 |
| Number of Households  | 4,400  |
| Number LMI Persons    | 15,000 |
| Number LMI Households | 4,400  |

**Subrecipients**

## Community Development Block Grant

### PROGRAM ACTIVITIES and LOW AND MODERATE INCOME (LMI) BENEFIT DESCRIPTIONS

**2026**

Chelan County

Program Activities must be detailed enough for Commerce to understand what direct services will be accomplished with CDBG funds and how the activities meet the CDBG definition of an eligible public service that provides a direct benefit to principally low- and moderate-income persons.

|                                 |  |        |
|---------------------------------|--|--------|
| <b>Food Distribution Center</b> | Providing nutritional food to twenty area food panties, meal sites and low-income senior housing facilities.                               |        |
| 05W Food Banks                  |  |        |
| I = Improved                    | 2 - Income eligibility limited to LMI persons only   | 15,000 |
| <b>Literacy Council</b>         | Adult English as a second language and financial literacy education. To improve employment, learning opportunities and financial security. |        |
| 05Z Other Public Services       |  |        |
| I = Improved                    | 2 - Income eligibility limited to LMI persons only   | 65     |

[Save Entries / Add another Activity](#)

[Remove Activity 2](#)

## Community Development Block Grant

### Demographics and Title VI Certification

2026

#### LAWS AND REGULATIONS GOVERNING TITLE VI CERTIFICATION

Title VI of the Civil Rights Act of 1964, which states: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Section 1.4(b)(2)(I) of the regulations of the Department of Housing and Urban Development issued pursuant to Title VI, which require: "A recipient, in determining the types of housing, accommodations, facilities, services, financial aid, or other benefits which will be provided under any such program or activity, or the class of persons to whom, or the situations in which, such housing, accommodations, facilities, services, financial aid, or other benefits will be provided under any such program or activity, or the class of persons to be afforded an opportunity to participate in any such program or activity, may not, directly or through contractual or other arrangements, utilize criteria methods of administration which have the effect of subjecting persons to discrimination because of their race, color, national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity as respect to persons of a particular race, color, or national origin."

#### Demographics

- Ethnicity of the service area (see the [Ethnicity and Race instructions](#)).  
Provide the numeric count of those residents in the service area who are of Hispanic or Latino origin.

Hispanic or Latino origin

- Race - Provide numeric count by race.

White  
 Black or African American  
 American Indian / Alaska Native  
 Asian persons  
 Native Hawaiian and Other Pacific Islander  
 Some Other Race  
 Two or more  
 TOTAL POPULATION  
 Hispanic/ Latino percentage

#### Minority Outreach

- MINORITY POPULATIONS reported in the service area demographics above are:

Scattered throughout the community.  
 Scattered throughout the community, with concentrations in the areas listed in the following question.  
 Concentrated in the areas listed in the following question.

- Description of areas of population concentrations:

Input "N/A" if no area concentration issues.

5. The following opportunities were provided to Title VI protected groups to participate in and comment on the design of activities to be undertaken as part of this project (check all that apply):
- Public hearing to review community development and housing needs
  - Community meeting(s)
  - Community survey
  - Apply to be on a wait list for direct assistance
  - Other:

6. Will all residents of the service area have the opportunity to benefit from this CDBG project? If the answer is NO, provide the Title VI protected group(s) or minority populations residing in the area that will not benefit from the CDBG project.
- Yes, all residents of the service area will benefit
  - If not - please explain below: benefits low to moderate income persons or households

7. The above populations that will not benefit from this CDBG project:
- Will receive similar services provided through existing programs.
  - Do not receive similar services provided through existing programs. explain:

N/A - All residents of the service area will have the opportunity to benefit

8. For those protected groups that will not benefit from this CDBG project nor will receive similar services, provide a plan that identifies a timetable for providing such services in the future OR describe the reason no services are planned.  
*Enter "N/A" if no explanation is required.*
- 

9. The following steps will be taken to ensure CDBG benefits are offered to all residents and Title VI protected groups within the community: (check all that apply)
- Protected groups will be informed of the opportunity to apply for the direct assistance program funded by CDBG
  - Protected groups will be informed of the availability of programs to be located in a CDBG funded facility
  - A community meeting will be held to inform all residents of benefits resulting from this CDBG project
  - REQUIRED: A final public hearing to receive comment on this CDBG project is required and will be conducted (if applicable) with outreach and accommodation for non-English speaking residents.
  - Other:

*The applicant is certifying compliance with Title VI of the Civil Rights Act of 1964 by assessing and reporting on the ethnicity/racial composition of its residents and minority outreach above.*

Name & Title

Digital Signature

Signing will lock all form entries

## Determination of Exemption & Determination of Categorical Exclusion (not subject to Section 58.5) 24 CFR 58.34(a) and 58.35(b)

**Grantee/Responsible Entity** (City, Town or County): Chelan County

**Project Name:** 2026 Public Services

**Total Project Cost:** \$ 58,000.00

**List Proposed Funding Sources and Amounts:** CDAC \$58,000

**Project Location:** Chelan & Douglas Counties

**Project Representative:** Amber Murillo-Vera

**Telephone Number:** (509) 667-6881

**Description of the Proposal:** Include all contemplated actions, which logically are geographically or functionally a composite part of the project, regardless of the source of funding. [24 CFR 58.32]

Public Services through Chelan-Douglas Community Action Council to low- and moderate- income persons in Chelan & Douglas counties.

|                                     |  |                       |                    |                       |                    |              |           |              |             |               |          |              |  |
|-------------------------------------|--|-----------------------|--------------------|-----------------------|--------------------|--------------|-----------|--------------|-------------|---------------|----------|--------------|--|
| <input checked="" type="checkbox"/> | <b>The activity falls into the checked category below, and listed at 24 CFR 58.34(a) as Exempt.</b>  |                       |                    |                       |                    |              |           |              |             |               |          |              |  |
| <input type="checkbox"/>            | 1. Environmental and other studies, resource identification, and development of plans and strategies   |                       |                    |                       |                    |              |           |              |             |               |          |              |  |
| <input type="checkbox"/>            | 2. Information and financial services  |                       |                    |                       |                    |              |           |              |             |               |          |              |  |
| <input type="checkbox"/>            | 3. Administrative and management activities  |                       |                    |                       |                    |              |           |              |             |               |          |              |  |
| <input checked="" type="checkbox"/> | 4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with: <table style="width: 100%; margin-left: 20px;"> <tr> <td>▪ Employment</td> <td>▪ Recreation needs</td> <td>▪ Energy conservation</td> </tr> <tr> <td>▪ Crime prevention</td> <td>▪ Drug abuse</td> <td>▪ Welfare</td> </tr> <tr> <td>▪ Child care</td> <td>▪ Education</td> <td>▪ Other _____</td> </tr> <tr> <td>▪ Health</td> <td>▪ Counseling</td> <td></td> </tr> </table> | ▪ Employment          | ▪ Recreation needs | ▪ Energy conservation | ▪ Crime prevention | ▪ Drug abuse | ▪ Welfare | ▪ Child care | ▪ Education | ▪ Other _____ | ▪ Health | ▪ Counseling |  |
| ▪ Employment                        | ▪ Recreation needs   | ▪ Energy conservation |                    |                       |                    |              |           |              |             |               |          |              |  |
| ▪ Crime prevention                  | ▪ Drug abuse   | ▪ Welfare             |                    |                       |                    |              |           |              |             |               |          |              |  |
| ▪ Child care                        | ▪ Education  | ▪ Other _____         |                    |                       |                    |              |           |              |             |               |          |              |  |
| ▪ Health                            | ▪ Counseling   |                       |                    |                       |                    |              |           |              |             |               |          |              |  |
| <input type="checkbox"/>            | 5. Inspections and testing of properties for hazards or defects  |                       |                    |                       |                    |              |           |              |             |               |          |              |  |
| <input type="checkbox"/>            | 6. Purchase of insurance   |                       |                    |                       |                    |              |           |              |             |               |          |              |  |
| <input type="checkbox"/>            | 7. Purchase of tools   |                       |                    |                       |                    |              |           |              |             |               |          |              |  |
| <input type="checkbox"/>            | 8. Engineering or design costs   |                       |                    |                       |                    |              |           |              |             |               |          |              |  |
| <input type="checkbox"/>            | 9. Technical assistance and training   |                       |                    |                       |                    |              |           |              |             |               |          |              |  |
| <input type="checkbox"/>            | 10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.  |                       |                    |                       |                    |              |           |              |             |               |          |              |  |
| <input type="checkbox"/>            | 11. Payment of principal and interest on loans made or obligations guaranteed by HUD   |                       |                    |                       |                    |              |           |              |             |               |          |              |  |

|   |   |  |
|---|---|--|
| ✓ | <p><b>The activity falls into the checked category listed below, and is listed at 24 CFR 58.35(b) as a Categorically Excluded activity <u>not</u> subject to Section 58.5.</b></p>  |  |
|   | <p>1. Tenant-based rental assistance</p>  |  |
| ✓ | <p>2. Supportive Services (including but not limited to):</p> <ul style="list-style-type: none"> <li>▪ Health care</li> <li>▪ Housing services</li> <li>▪ Permanent housing placement</li> <li>▪ Day care</li> <li>▪ Nutritional services</li> <li>▪ Short term payments for rent/mortgage/utilities</li> <li>▪ Assistance in gaining access to government benefits/services</li> </ul> |  |
|   | <p>3. Operating Costs:</p> <ul style="list-style-type: none"> <li>▪ Maintenance</li> <li>▪ Security</li> <li>▪ Operation</li> <li>▪ Utilities</li> <li>▪ Furnishings</li> <li>▪ Equipment</li> <li>▪ Supplies</li> <li>▪ Staff training and recruitment</li> </ul>  |  |
|   | <p>4. Economic Development Activities:</p> <ul style="list-style-type: none"> <li>▪ Equipment purchase</li> <li>▪ Inventory financing</li> <li>▪ Interest subsidy</li> <li>▪ Operating costs</li> <li>▪ Other expenses not associated with construction or expansion</li> </ul>   |  |
|   | <p>5. Activities to assist homeownership of existing or dwelling units under construction, Including:</p> <ul style="list-style-type: none"> <li>▪ Closing costs and down payment assistance to homebuyers</li> <li>▪ Interest buy downs or other actions resulting in transfer of title</li> </ul>   |  |
|   | <p>6. Affordable housing pre-development costs</p> <ul style="list-style-type: none"> <li>▪ Legal consulting</li> <li>▪ Developer and other site-option costs</li> <li>▪ Project financing</li> <li>▪ Administrative costs for loan commitments, zoning approvals, and other non-construction activities</li> </ul>   |  |
|   | <p>7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under Part 58, if: the same responsible entity conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Section 58.47</p>   |  |

| <b>Additional HUD Laws &amp; Authorities (24 CFR 58.6)</b>   |   |  |
|--|---|--|
| <p><b>Section 1. Flood Disaster Protection Act</b><br/>                     Section 58.6 requires compliance with the Flood Disaster Protection Act. However, under 24 CFR 55.1 (b)(1) the prohibitions are not applicable to HUD financial assistance under the State-administered CDBG Program (24 CFR part 570, subpart I). Therefore, the Act does not apply.</p>  |   |  |
| <p><b>Section 2. Airport Runway Clear Zones (Civil) and Accident Potential Zones (Military)</b><br/>                     Comply with 24 CFR Part 51, Subpart D which may include providing a written notice to a prospective buyer or leaser of the potential hazards from airplane accidents and the potential that an airport or airfield operator may wish to purchase the property at some point in the future as part of a clear zone acquisition program. Maintain copies of the signed notice. For properties located in a military clear zone, make and document a determination of whether the use of the property is generally consistent with DOD guidelines.<br/>                     (Check as appropriate)</p> |   |  |
| <p>2a. Does the project involve HUD assistance, subsidy or insurance for the purchase or sale of an existing property?</p>   | <p><input type="radio"/> YES<br/>Continue</p> | <p><input checked="" type="radio"/> NO<br/>Skip 2b and 2c - regulation does not apply.</p> |
| <p>2b. Is the project located within 2,500 feet of a civil airport or 15,000 feet of a military airfield?</p>  | <p><input type="radio"/> YES<br/>Continue</p> | <p><input checked="" type="radio"/> NO<br/>Skip 2c - regulation does not apply.</p>        |
| <p>2c. Is the project located within an FAA-designated civilian airport Runway Clear Zone (RCA) or Runway Protection Zone, or within the military Airfield Clear Zone (CZ) or Accident Potential Zone/Approach Protection Zone (APZ), based upon information from the airport or military airfield administrator identifying the boundaries of such zones?</p>   | <p><input type="radio"/> YES<br/>Continue</p> | <p><input checked="" type="radio"/> NO<br/>Document — regulation does not apply.</p>       |
| <p><b>Section 3. Coastal Barrier Resources Act.</b><br/>                     Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington State. <b>Therefore, the Act does not apply.</b></p>  |   |  |

**SEPA CERTIFICATION**

The Grantee certifies that the proposed CDBG project complies with the provisions of the State Environmental Protection Act (SEPA, Chapter 43.21C RCW) and has determined:

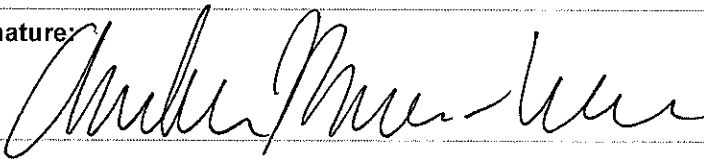
The project is Categorically Exempt under SEPA WAC 197.11.800

OR

The project does not have a probable adverse impact on the environment (WAC 197-11-970) and an environmental impact statement is not required. Documentation supporting the Determination of Non-significance is contained in the Environmental Review Record.

**NEPA CERTIFICATION**

A Request for Release of Funds (RROF) is not required for this project. The Responsible Entity can initiate the activity without further environmental review beyond 24 CFR Part 58.6.

|  |                          |
|--|--------------------------|
| <b>Preparer Name and Title (print):</b> Amber Murillo-Vera   |                          |
| <b>Signature:</b><br> | <b>Date:</b><br>7/8/2020 |
| <b>Certifying Official Name and Title (print):</b> Shon Smith  |                          |
| <b>Signature:</b>  | <b>Date:</b>             |

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

**AMENDMENT #1  
 AGREEMENT BETWEEN CHELAN COUNTY  
 AND  
 WOMENS RESOURCE CENTER  
 FOR  
 UTILIZATION OF CONSOLIDATED HOMELESS GRANT FUNDS OR CHELAN- DOUGLAS HOMELESS HOUSING  
 FUNDS**

THIS AGREEMENT effective this 1st day of JULY 2026 by and between Chelan County (herein called the "County") and the WOMENS RESOURCE CENTER (herein called the "Sub Grantee").

WHEREAS, the County receives funds from the Washington State Department of Commerce's Consolidated Homeless Grant (CHG) to address the needs of people who are homeless or at-risk of homelessness including the operation of emergency shelters, transitional housing units, and permanent supportive housing programs; rental assistance; homeless outreach; data collection and reporting; and

WHEREAS, the County receives funds collected by the Chelan and Douglas County Auditors pursuant to RCW 36.22.179 to accomplish purposes set forth in the *Chelan-Douglas Homeless Housing Strategic Plan*; and

WHEREAS, the County wishes to engage the Sub Grantee to assist the County in utilizing such funds;

**II. AMENDMENT TO BUDGET**

Section II, Subsection A, of the agreement dated July 1<sup>st</sup>, 2025 is hereby amended as follows:

This contract amendment has a start date for delivery of services to being on JULY 1st, 2026. In order to ensure adequate spenddown of available funds for the Washington State Department of Commerce Consolidated Homeless Grant and to meet the needs in the community for people who are experiencing homelessness or are at-risk of homelessness, this amendment to the original contract to initially be supported with Chelan County Local Document Recording Fees to be supplanted with the Washington State Department of Commerce Consolidated Homeless Grant funds titled Document Recording Fee Support SFY27. There is not a reduction or an increased amount to this agreement. The funding requested to be supplanted is the remaining balance for the program as reported by the agency on June 30<sup>th</sup>, 2026 per their last invoice. As of that date, only program operations remained. All facility support has been expended. \$126,076.02 is requested to be supplanted.

The Sub Grantee may charge eligible expenses in accordance with the following budget:

| Funding Source  | Budget Amount       |
|---|---------------------|
| Local Document Recording Fees (2163) – July 1 <sup>st</sup> , 2025 – June 30 <sup>th</sup> , 2026 |                     |
| Program Operations  | \$43,731.09         |
| Facility Support  | \$27,300            |
| <i>SUBTOTAL</i>   | <i>\$71,031.09</i>  |
| Document Recording Fee Support SFY27  |                     |
|   | <i>\$126,076.02</i> |
|   |                     |
| <b>TOTAL</b>  | <b>\$197,107.11</b> |

**III. 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 **\$197,107.11**
- 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.

**IV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the County and the Sub Grantee 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 Sub Grantee with respect to this Agreement.

Date 07/08/2026

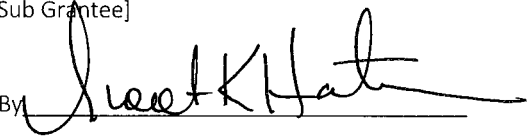
IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[County]

By \_\_\_\_\_  
SHON SMITH, CHAIRMAN  
BOARD OF CHELAN COUNTY COMMISSIONERS

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

[Sub Grantee]

By 

Name Scooter Harter

Title Executive Director

Fed. I. D. # 91-1109429

Chelan County Natural Resource Department  
BOCC Agenda  
July 13, 2026

Bid Opening: Deep Creek Culvert Replacement Project

Discussion

1. Change Order #2 with Wildfire Home Protection for Nason Ridgetop Fuel Break Project
2. Recommendation to Execute Agreement with Used Frac Tanks, Inc., for Chelan County Water Tank Procurement Project
3. Subaward Agreement with Tall Timber Ranch for Emergency Back-Up Generator Procurement
4. Notice of Award with US Bureau of Reclamation for Icicle and Peshastin Irrigation Districts Pump Exchange Project Design and Permitting
5. Recommendation to Execute Agreement with Escobar Reforestation, LLC, for Plain Cross Boundary Hand Thinning Project
6. Other

Action

1. Change Order #2 with Wildfire Home Protection for Nason Ridgetop Fuel Break Project
2. Recommendation to Execute Agreement with Used Frac Tanks, Inc., for Chelan County Water Tank Procurement Project
3. Subaward Agreement with Tall Timber Ranch for Emergency Back-Up Generator Procurement
4. Notice of Award with US Bureau of Reclamation for Icicle and Peshastin Irrigation Districts Pump Exchange Project Design and Permitting
5. Recommendation to Execute Agreement with Escobar Reforestation, LLC, for Plain Cross Boundary Hand Thinning Project

# Change Order

PROJECT: Nason Ridgetop Fuel Break

CHANGE ORDER NUMBER: 2

DATE: 7/7/2026

TO CONTRACTOR:

CONTRACT DATE: 7/22/2025

Wildfire Home Protection  
5922 Campbell Road  
Peshastin, WA 98847

CONTRACT FOR: Fuels Reduction

## THE CONTRACT IS CHANGED AS FOLLOWS:

Provide all Labor, Materials, Equipment, Incidentals and other Services as required to complete Work as set forth. Add Services to complete project work.

### 1. Bid Item #2, Mastication

All additional necessary labor, equipment, and materials to complete the work under this bid item. 14.9 additional acres were identified as high priority for treatment directly adjacent to the original unit. These acres are added to the contract at the original bid price. This change order adds 14.9 acres at \$1,825/ac. Bid Item 2 is increased by \$27,192.50.

*The price for this bid item is increased from \$217,722.50 to \$244,915.*

### 1. Bid Item #3, Pruning

All additional necessary labor, equipment, and materials to complete the work under this bid item. 14.9 additional acres were identified as high priority for treatment directly adjacent to the original unit. These acres are added to the contract at the original bid price. This change order adds 14.9 acres at \$175/ac. Bid Item 2 is increased by \$2,607.50.

*The price for this bid item is increased from \$20,877.50 to \$23,485.*

In accordance with written description, plans, Contractor Change Order Proposal and Documentation, *there is an overall price increase associated with this Change Order of \$29,800.00 to the total contract amount.*

|  |    |            |
|--|----|------------|
| The original contract sum was                              | \$ | 228,670.00 |
| The net change by previously authorized Change Orders      | \$ | 11,930.00  |
| The Contract Sum will be increased by this Change Order by | \$ | 29,800.00  |
| The new Contract Sum including this Change Order will be:  | \$ | 270,400.00 |

The Contract Time will not change.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

OWNER: Chelan County

CONTRACTOR:

*Connor Craig*

Title: Chelan County Commissioner

Title: Owner/Operator

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

Date: 7/8/2025



**Chelan County  
Natural Resource Department**

**Monday July 13, 2026**

**To: Chelan County Commissioners  
Wenatchee, Washington**

**From: Hannah Pygott, Senior Natural Resource Specialist**

**RE: Chelan County Water Tank Procurement Project  
Recommendation to Execute Agreement (Action Item)**

Commissioners:

On June 15, 2026, the Chelan County Commissioners authorized the issuance of a "Notice of Award" for the referenced Project to Used Frac Tanks Inc. of Chatsworth, Illinois. In accordance with the "Notice of Award," the Contractor has provided the required pre-contract documentation listed as follows:

1. Fully executed Agreement between Owner and Contractor
2. Acknowledgement of "Notice of Award"
3. Contractor's Certificate of Liability and Auto Insurance

The Prosecuting Attorney has provided review of the Contractor's Insurance and Agreement and is evidenced by the attached executed "Certificate of Owner's Attorney".

Based on the foregoing, recommendation is as follows:

**Recommendation**

**It is recommended that the Chelan County Board of Commissioners execute Agreement for the Chelan County Water Tank Procurement Project in the Amount of \$ 523,886.60, and further authorize the issuance of "Notice to Proceed" with the date of notice to be determined by the Chelan County Natural Resource Department.**

Respectfully Submitted,



Hannah Pygott, Senior Natural Resource Specialist

## AGREEMENT

---

THIS AGREEMENT, made this 30 day of June, 2026, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and Used Frac Tanks, Inc. doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the **Chelan County Mobile Water Tank Procurement** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all delivery within 8-weeks from the date of issuance of the Notice to Proceed unless otherwise approved by the Contracting Agency.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 523,388.20 or as shown in the BID schedule.
5. The CONTRACTOR shall submit applications for payment to the CONTRACTING AGENCY. Net 30 days after delivery, final inspection, and formal acceptance.
6. TITLE AND RISK OF LOSS: Delivery shall be made F.O.B. Destination to the Purchaser's specified delivery site. The Vendor shall bear all risks of loss, injury, or destruction of the equipment, and all freight, transport, and offloading charges shall be prepaid by the Vendor. Title to, and risk of loss or damage of, the equipment shall remain solely with the Vendor until the equipment is delivered to the designated location, physically offloaded, and formally accepted in writing by the Purchaser's authorized representative.
7. INSPECTION AND ACCEPTANCE: The Purchaser shall have an inspection period of fifteen (15) business days ("Inspection Period") following physical delivery of the equipment to examine it for defects, damage, or non-conformity with contract specifications. Payment shall not constitute acceptance. If the equipment is found to be defective or non-conforming, the Purchaser may reject it by providing written notice to the Vendor. Upon rejection, the Vendor shall, at its own expense, promptly remove and replace the equipment. Failure to reject within the Inspection Period shall constitute acceptance, but shall not waive any latent defects or warranty claims.
8. WARRANTIES: Minimum 1-year manufacturer and vendor warranty under RCW 62A.2-314 (merchantability) to protect against latent defects discovered after delivery.
9. MANDATORY INSURANCE COVERAGE: The CONTRACTOR shall procure and maintain the insurance described in this section from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The CONTRACTING AGENCY reserves the right to approve or reject the insurance provided, based on the insurer's financial condition. The CONTRACTOR shall keep this insurance in force without interruption from the commencement of the CONTRACTOR's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below. If any insurance policy is written on a claims-made form, its

retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the CONTRACTOR for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the CONTRACTOR shall annually provide the CONTRACTING AGENCY with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the CONTRACTOR shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the CONTRACTING AGENCY to assure financial responsibility for liability for services performed.

The CONTRACTOR's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the CONTRACTING AGENCY's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the CONTRACTING AGENCY shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

The CONTRACTOR shall provide the CONTRACTING AGENCY and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice. The CONTRACTOR shall not begin Work under the Contract until the required insurance has been obtained and approved by the CONTRACTING AGENCY.

Failure on the part of the CONTRACTOR to maintain the insurance as required shall constitute a material breach of contract, upon which the CONTRACTING AGENCY may, after giving five business days' notice to the CONTRACTOR to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CONTRACTING AGENCY on demand, or at the sole discretion of the CONTRACTING AGENCY, offset against funds due the CONTRACTOR from the CONTRACTING AGENCY.

All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

#### **Additional Insured**

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- Chelan County and its officers, elected officials, employees, agents, and volunteers;

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the CONTRACTOR, irrespective of whether such limits maintained by the CONTRACTOR are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the CONTRACTOR describes limits lower than those maintained by the CONTRACTOR.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

### **Subcontractors**

The CONTRACTOR shall cause each subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the CONTRACTOR-provided insurance as set forth herein, except the CONTRACTOR shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors.

The CONTRACTOR shall ensure that all subcontractors of every tier add all entities listed as additional insureds, and provide proof of such on the policies as required by that section using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the CONTRACTING AGENCY, the CONTRACTOR shall forward to the CONTRACTING AGENCY evidence of insurance and copies of the additional insured endorsements of each subcontractor of every tier Verification of Coverage.

### **Verification of Coverage**

The CONTRACTOR shall deliver to the CONTRACTING AGENCY a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the CONTRACTOR delivers the signed Contract for the Work. Failure of CONTRACTING AGENCY to demand such verification of coverage with these insurance requirements or failure of CONTRACTING AGENCY to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the CONTRACTING AGENCY to be equivalent.
2. Copies of all endorsements naming CONTRACTING AGENCY and all other entities listed as additional insured(s), showing the policy number. The CONTRACTOR may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.

4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
5. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the CONTRACTING AGENCY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow the CONTRACTOR or others providing insurance evidence in compliance with these Specifications to waive their right of subrogation prior to a loss. The CONTRACTOR hereby waives its own right of subrogation against the CONTRACTING AGENCY and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Upon request by the CONTRACTING AGENCY, the CONTRACTOR shall forward to the CONTRACTING AGENCY a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the CONTRACTOR delivers the signed Contract for the Work.

### **Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. CONTRACTOR's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the CONTRACTING AGENCY's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the CONTRACTING AGENCY. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the CONTRACTOR. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the CONTRACTOR.

### **Commercial General Liability**

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

CONTRACTOR shall maintain Commercial General Liability Insurance arising out of the CONTRACTOR's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

|             |   |
|-------------|---|
| \$1,000,000 | Each Occurrence                               |
| \$2,000,000 | General Aggregate                             |
| \$2,000,000 | Products & Completed Operations Aggregate     |
| \$1,000,000 | Personal & Advertising Injury each offence    |
| \$1,000,000 | Stop Gap / Employers' Liability each accident |

**Automobile Liability**

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the Work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

|             |                                     |
|-------------|-------------------------------------|
| \$1,000,000 | Combined single limit each accident |
|-------------|-------------------------------------|

10. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) REQUEST FOR QUOTATIONS
- (B) VENDOR QUOTATION AND INFORMATION
- (C) AGREEMENT
- (D) CERTIFICATE OF INSURANCE
- (E) NOTICE OF AWARD
- (F) NOTICE TO PROCEED
- (G) CHANGE ORDER(s)

11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Contract in triplicate. The Contract will be effective on 6/30/2026 (insert date).

**CONTRACTING AGENCY**

**CONTRACTOR**

\_\_\_\_\_  
SIGNATURE

*Mark Brady*  
\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

Mark Brady  
\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE (SEAL)

32556 E 500 N Rd, Chatsworth, IL 60921  
\_\_\_\_\_  
ADDRESS

ATTEST:  
Clerk of the Board

President  
\_\_\_\_\_  
TITLE (SEAL)

\_\_\_\_\_  
SIGNATURE

EMPLOYER ID  
NUMBER: 81-2579734  
\_\_\_\_\_  
NUMBER:

\_\_\_\_\_  
PRINT NAME

ATTEST:

\_\_\_\_\_  
TITLE

*Jerome Kurtenbach*  
\_\_\_\_\_  
SIGNATURE

Jerome Kurtenbach  
\_\_\_\_\_  
PRINT NAME

CEO  
\_\_\_\_\_  
TITLE



**SUBAWARD AGREEMENT  
BETWEEN  
Chelan County Natural Resource Department  
AND  
TALL TIMBER RANCH**

**This is a Subaward agreement under a Federal assistance grant between the *Chelan County Natural Resource Department* (“CCNRD”), a government agency located in the State of Washington, and **TALL TIMBER RANCH** (hereinafter “TALL TIMBER RANCH”), a 501c3 Non-Profit Organization in the State of Washington.**

The total reimbursable project cost of this Subaward will not exceed **\$51,890.12** without prior written authorization from CCNRD. The total project budget under this Sub-grant agreement totals **\$59,803.82**, which includes **\$51,890.12.30** in State and Federal assistance cash and a minimum of **\$7,913.70** in cost share to be provided under this project scope by TALL TIMBER RANCH.

**A. PURPOSE OF THE SUB-GRANT**

- A.1 The purpose, goals and objectives of this award (“Sub-grant”) to the Sub-grantee is to complete all work associated with the installation of a 48-KW generator to support the critical facilities and water systems within the Project Area. This subgrant is part of a larger project which will purchase and install five generators in the Lake Wenatchee area. This proposal includes all general project admin, equipment procurement, site preparation work, and fuel source hook-ups necessary for project completion. The generator will be installed at Tall Timber Ranch: 27875 White River Road, Leavenworth, WA 98826; 47.925, -120.901.
- A.2 This Sub-grant is issued to the Sub-grantee on the expressed condition that project activities and funds will be carried-out and administered in accordance with the terms and conditions as hereby set forth in this agreement and all its attachments, which includes the Chelan County Grant Number D25-064 and Funding Source Agreement # FM-5320-02-R (**APPENDIX II**); the final grant application outlining the detailed approved scope of work (**APPENDIX III**); and the Approved Project Budget (**ATTACHMENT I**). All attachments and appendices are incorporated herein and made a part of this Sub-grant Agreement.

**B. PERIOD OF SUB-GRANT AGREEMENT**

- B.1 This sub grant Agreement becomes effective on May 30<sup>th</sup>, 2025 and shall apply to commitments made by the Sub-grantee in furtherance of program objectives during the period commencing on May 30<sup>th</sup>, 2025 and terminating no later than the completion date of April 30<sup>th</sup>, 2028.
- B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.

**C. ORIGINATING SOURCE OF FUNDING**

- C.1 The originating source of these Federal assistance grant funds to the Washington Emergency Management Division is the **Federal Emergency Management Division Grant Number D25-064 and Funding Source Agreement # FM-5320-02-R.**

C.2 The originating grant period is from 05/30/2025 to 04/30/2028.

C.3 Assistance Listing Number 97.039 (HMGP) “Hazard Mitigation Grant Program (HMGP).”

**D. AMOUNT OF SUB-GRANT AND PAYMENT**

D.1 Chelan County Natural Resource Department (CCNRD), acting in the capacity of a pass-through entity under this Sub-grant agreement, will pay Sub-grantee a total of **\$51,890.12** for the successful completion of services provided under this Federal assistance Sub-grant. The total contracted funding amount with TALL TIMBER RANCH is \$59,803.82, less the remaining required \$7,913.70 match for this project. This sub-grant is part of a larger project budget and scope of work covering other critical systems within the Lake Wenatchee Area.

D.2 It is anticipated that the amount obligated will be sufficient to cover project activities through the completion date. CCNRD shall not be liable for reimbursing the Sub-grantee for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.

D.3 Payment will be made to Sub-grantee on a reimbursement basis. Reimbursement will only be made upon the timely receipt and acceptance of quarterly financial reports (see “**Reporting**”, **Section H**) in a format established by or pre-approved by the CCNRD. Funds will be made available within 30 working days of receipt of the financial reports in accordance with the reporting provisions in **Section H**. No funds will be released until required program and monitoring reports are received and accepted.

D.4 CCNRD reserves the right to withhold cash payment for any of the following:

- Sub-grantee failure to make satisfactory progress towards the goals and objectives set forth in Attachments 1 and 2.
- Sub-grantee default of or otherwise inability to adhere to the conditions or provisions of this agreement.
- Sub-grantee inability to submit reliable and/or timely reports or other deliverables as described in this agreement.

D.5 All payments to Sub-grantee will be made by check payable to “TALL TIMBER RANCH” and sent by First Class mail, postage paid, to the address listed in **Section L**.

**E. VENUE**

E.1 Programmatic activities under this agreement will be conducted in Chelan County, WA.

E.2 The CCNRD office located at 411 Washington St. Suite 201 Wenatchee, WA, will have administrative and programmatic oversight over the implementation of and compliance with the terms of this agreement.

**F. MATCHING OR COST SHARE REQUIREMENTS (as applicable)**

There is a 12.5% match requirement for the total grant contract amount of \$415,000.00 which has been distributed based on contracted funding for each purveyor operating under the larger project.

Specifically, \$7,913.70 of the total contracted amount under this agreement is the required match to be provided by TALL TIMBER RANCH. Match shall be provided by TALL TIMBER RANCH via staff time, volunteer time and/or reported expenses that will not be reimbursed for. Alternative sources of match must be identified and submitted for approval by TALL TIMBER RANCH to CCNRD. Cost incurred must be completely and accurately documented. Documentation includes but is not limited to, detailed timesheets, receipts and/or invoices.

**G. SUB-GRANT MODIFICATIONS**

The following modifications require written approval from CCNRD:

- To change the scope of the project objectives and/or activities.
- To change the venue.
- To change the required funding amounts necessary to fulfill the stated project objectives.
- To change or temporarily replace key project staff.
- To reallocate between budget lines items an amount greater than five percent of the total Sub-grant award.
- To add a line item to the budget.
- To Sub-grant or contract any portion of this award to a third party.
- To change the effective period of the agreement.

**H. REPORTING**

**Financial Reporting**

H.1 Sub-grantee shall maintain adequate records that clearly support the charges and expenditures incurred under this project. The Sub-grantee is required to send the supporting documentation to support claims made on the Financial Report. CCNRD may, at its discretion, request modification of any invoice or report when unallowable expenditures are incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Sub-grantee as necessary. It is the responsibility of TALL TIMBER RANCH to ensure and track that both State and Federal procurement policies are followed at all times and are properly documented.

H.2 Sub-grantee shall prepare financial reports on a quarterly basis throughout the project period, according to the timetable below:

| Financial Reporting Period | Due Date to CCNRD |
|----------------------------|-------------------|
| October 1 – December 31    | January 10        |
| January 1 – March 31       | April 10          |
| April 1 – June 30          | July 10           |
| July 1 – September 30      | October 10        |

H.3 Financial reports shall include at a minimum the following information:

- a. Expense detail for period (for cost reimbursement arrangements, this amount must equal the payment claim amount);
- b. Match and match documentation
- c. An accounting of year-to-date expenses, indicating cumulative *actuals versus budget*;

- d. Grant balance remaining as of reporting period;
- e. Supporting documentation including payroll documents and employee timesheets, receipts and invoices.

H.4 A final financial report under this Sub-grant must be provided to CCNRD no later than April 30, 2028.

H.5 Match and match documentation are required with each invoice. The sub-grantee will work with CCNRD to make sure the correct amount of match is reported with each invoice. See Attachment II for invoice and match documentation template

H.6 All invoices will be sent as follows;

Via email: [Sofia.bjorklund@co.chelan.wa.us](mailto:Sofia.bjorklund@co.chelan.wa.us), CC: [Hannah.pygott@co.chelan.wa.us](mailto:Hannah.pygott@co.chelan.wa.us)

Via mail:

Chelan County Natural Resources Department  
 Attn: Sofia Bjorklund and Hannah Pygott  
 411 Washington Street, Suite 201  
 Wenatchee, WA 98801

**Programmatic Reporting**

H.5 Sub-grantee shall prepare written programmatic reports on a quarterly basis throughout the project period, according to the timetable below:

| Narrative Reporting Period | Due Date to CCNRD |
|----------------------------|-------------------|
| October 1 – December 31    | January 10        |
| January 1 – March 31       | April 10          |
| April 1 – June 30          | July 10           |
| July 1 – September 30      | October 10        |

H.6 Programmatic reports should include the following information:

- a. Major activities, program highlights, and accomplishments during this period (include dates and locations of events and number of attendees);
- b. Challenges faced and issues encountered, including any deviations or departures from the original project plan;
- c. Corrective action planned to resolve implementation problems and the effect of these problems on the remaining schedule for achieving the project goals;
- d. Significant findings and events;
- e. Planned activities for the following quarter;
- f. Administrative and logistical changes or constraints.
- g. Photos of relevant project activities.

H.7 A final programmatic report under this Sub-grant must be provided to CCNRD no later than 30 days after April 30, 2028.

H.8 All required reports should be submitted to the CCNRD Director, or his/her designee, Hannah Pygott, according to the timetables indicated in this Agreement.

- H.9 The CCNRD may, at its discretion, require other programmatic reports from Sub-grantee.
- H.10 It is also the responsibility of TALL TIMBER RANCH to ensure that all Environmental Provisions outlined in the Grant Agreement are properly tracked and followed at all times. TALL TIMBER RANCH shall provide proof of compliance as part of project closeout.
- H.11 TALL TIMBER RANCH is required to provide at minimum: A maintenance and Operation Plan for the generator; repeatable before, during and after photos of work conducted; All permits applied for and received, with any inspection reports for operation of the generator during set-up; final location information of generator installation and a description of the work conducted. There shall be a minimum of 4 photos per location; one taken of the work area from each cardinal direction (North, South, East, West). TALL TIMBER RANCH shall provide more photos as applicable to accurately and completely capture work completed. Additional information is included in Attachment I.

**I. SPECIAL AWARD CONDITIONS**

The Federal and state award general and special conditions are attached in Appendix I - (Attachment 1 and 2 of that document). All flow down requirements are imposed on the subrecipient by CCNRD to ensure that the award is used in accordance with the applicable State and Federal statutes, regulations and the terms of the WAEMD/FEMA award. The subrecipient is accountable to CCNRD for compliance with Federal Requirements. In turn, CCNRD is responsible to WAEMD for ensuring that subrecipient comply with all applicable State and Federal requirements.

**J. MONITORING, EVALUATION AND SANCTIONS**

- J.1 As a condition of the receipt of this award, the CCNRD may conduct monitoring to ensure Sub-grantee capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this agreement and to verify that the Sub-grantee has in place effective internal controls to achieve these goals.
- J.2 Monitoring will include an assessment of the performance of the Sub-grantee against the goals and performance standards of the Federal Assistance Grant and as required herein. Substandard performance as determined by the grantor (CCNRD) will constitute non-compliance with this Agreement.
- J.3 As a part of its ongoing monitoring process, CCNRD will evaluate Sub-grantee progress and project goal attainment based on quarterly reports prepared by Sub-grantee and submitted to CCNRD, as well as through regular meetings and/or ongoing discussions with Sub-grantee project staff.
- J.4 In addition, CCNRD reserves the right to request and conduct an onsite visit as part of its monitoring plan. In the event an onsite visit is requested, the CCNRD will inform the Sub-grantee in writing, at least two weeks prior to the visit, of the date of the visit, the purpose of the visit, the program being monitored, the name of the CCNRD staff member conducting the visit, and the areas or files to be reviewed.
- J.5 Sub-grantee shall adhere to any monitoring and evaluation plans developed and specifically required by the CCNRD as a result of any and all monitoring activities.

- J.6 CCNRD reserves the right to require additional monitoring and evaluation measures to ensure that the Sub-grantee fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring.
- J.7 CCNRD reserves the right to terminate this Sub-grant Agreement if Sub-grantee is unwilling or unable to achieve and/or complete any portion of or all project goals, or if the Sub-grantee refuses to cooperate with CCNRD monitoring requests.
- J.8 If action to correct substandard performance revealed during monitoring is not taken by the Sub-grantee within a reasonable period of time after being notified by the CCNRD, Sub-grant suspension or termination measures may be initiated.

**K. SUB-AWARDS**

- K.1 No funds or other support provided hereunder to Sub-grantee may be subsequently passed on to any other entity in the form of a Sub-grant or contract without prior written approval from the CCNRD.
- K.2 Under the terms of this agreement with CCNRD, the Sub-grantee has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Sub-grantee must direct all notices, requests, and other communication relating to this Sub-grant agreement to the CCNRD at the address specified in **Section L.1**.

**L. DOMICILE**

- L.1 CCNRD provides the following addresses as the *primary point of contact* in respect to any notice which may arise out of or in connection with this Sub-grant:

|                         |  |
|-------------------------|--|
| Name and Title:         | Hannah Pygott, Sr. Natural Resource Specialist |
| Organization:           | Chelan County Natural Resource Dept.           |
| Street Name and Number: | 411 Washington St. Suite 201                   |
| City, State and Zip:    | Wenatchee, WA 98801                            |
| Country:                | United States                                  |
| Telephone Number:       | 509-670-9306                                   |
| Fax Number:             | NA   |
| Email Address:          | Hannah.Pygott@co.chelan.wa.us                  |

- L.2 The **Sub-grantee** provides the following as the *primary point of contact* in respect to any notice that may arise out of or in connection with this Sub-grant:

|                         |  |
|-------------------------|--|
| Name and Title:         | Aaron Fishburn; Manager  |
| Organization:           | TALL TIMBER RANCH  |
| Street Name and Number: | 27875 White River Road   |
| City, State and Zip:    | Leavenworth, WA 98826  |
| Country:                | USA  |
| Telephone Number:       | 509-670-3930   |
| Email Address           | <a href="mailto:Aaron@talltimber.org">Aaron@talltimber.org</a> |
| Unique Entity ID (UEI#) | EIN:91-1590280   UBI 601-447-159                               |

**M. REPRESENTATIONS AND WARRANTIES**

- M.1 The Grantee and the Sub-Grantee shall be independent contractors and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.
- M.2 By signing this Agreement, all parties certify that the terms of conditions defined in this Agreement are accepted; that the Grantee and the Sub-Grantee are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

**ATTACHMENTS**

- I. Sub-grantee Approved Project Budget and Items of Work
- II. Invoice and Match Documentation Template
- III. Final Application Package and Scope of Work (Digital Zip Folder)

**APPENDICES**

- I. Mandatory Standard Provisions
- II. Chelan County Grant Number D25-064 and Funding Source Agreement # FM-5320-02-R with Federal Award General and Special Conditions
- III. Amendment 1 to the above referenced agreement

**Acknowledged and Accepted:**

**SUB-GRANTEE**

By: *Aaron Fishburn*  
Aaron Fishburn, Manager  
TALL TIMBER RANCH

Date: 6/30/2026

**SUB-GRANTOR**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026

BOARD OF CHELAN COUNTY COMMISSIONERS

\_\_\_\_\_  
SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

\_\_\_\_\_  
KEVIN OVERBAY, COMMISSIONER

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

\_\_\_\_\_  
BRAD HAWKINS, COMMISSIONER



**ATTACHMENT I  
APPROVED PROJECT BUDGET AND ITEMS OF WORK**

**HMGP Project Budget**

**Project Costs must be:**

- Directly related to project Scope of Work.
- Incurred during the budget period.
- Not also billed to any other source.

Resource: Code of Federal Regulations: [eCFR :: 2 CFR Part 200 Subpart E -- Cost Principles](#)

WAEMD contract #: D25-064

Fund Source: Federal Emergency Management Division (75% of funding)

Pass-through Entity: WA State Emergency Management Division (12.5% of funding)

De Minimis Indirect Rate: 10% unless recipient organization has established its own rate

ALN: 97.039 (HMGP)

FAIN: FM-5320-02-R

Program Index # & OBJ/SUB-OBJ: (Fed) 714FF NZ, (State) 712FS NZ, (SubMC) 712FL

| <b>Totals by task:</b>     | <b>Total Contract Values</b> | <b>Total County Budget</b> | <b>Total Non-County</b> |
|----------------------------|------------------------------|----------------------------|-------------------------|
| TASK 1: Pre Award          | \$ 8,000.00                  | \$ 8,000.00                | \$ -                    |
| TASK 2: Project Admin      | \$ 32,174.00                 | \$ 14,654.90               | \$ 17,519.10            |
| TASK 3: Project Inspection | \$ 5,000.00                  | \$ -                       | \$ 5,000.00             |
| TASK 4: Site Work          | \$ 90,000.00                 | \$ -                       | \$ 90,000.00            |
| TASK 5: Equipment          | \$ 279,500.00                | \$ -                       | \$ 279,500.00           |
| TASK 6: Misc Travel        | \$ 326.00                    | \$ 326.00                  | \$ -                    |
| Match Required             | \$ (51,875.00)               | \$ -                       | \$ (51,875.00)          |
| <b>Total Contract</b>      | <b>\$ 415,000.00</b>         | <b>\$ 22,980.90</b>        | <b>\$ 392,019.10</b>    |
| <b>Total Reimbursable</b>  | <b>\$ 363,125.00</b>         | <b>\$ 22,980.90</b>        | <b>\$ 340,144.10</b>    |

| <b>Totals by task:</b>     | <b>Total TALL TIMBER RANCH Budget</b> | <b>Deliverables</b>   |
|----------------------------|---------------------------------------|---|
| TASK 1: Pre Award          | \$ -                                  | N/A: Application/ Funding Proposal: Complete  |
| TASK 2: Project Admin      | \$3,503.82                            | Documentation of Time Worked, Paid Invoice/s, photos, Operations & Maintenance Plan |
| TASK 3: Project Inspection | \$1,000.00                            | Documentation of Time Worked, Paid Invoice/s, Receipts                              |
| TASK 4: Site Work          | \$18,000.00                           | Documentation of Time Worked, Paid Invoice/s, photos                                |
| TASK 5: Equipment          | \$37,300.00                           | Documentation of Time Worked, Paid Invoice/s, photos, Receipts                      |

|  |                      |                            |
|--|----------------------|----------------------------|
| TASK 6: Misc Travel                    | \$ -                 | N/A: Mileage Documentation |
| <b>Total Contract Amount</b>           | <b>\$ 59,803.82</b>  |                            |
| <b>Match Required</b>                  | <b>(\$ 7,913.70)</b> |                            |
| <b>Total Reimbursable (Less Match)</b> | <b>\$ 51,890.12</b>  |                            |

**Description of Contract Activities/Tasks and Related Services.**

**Task 1- Preaward:** This task included all work necessary to complete submission of the grant and facilitate contract execution with the funders. No additional work is to be completed under this task.

**Task 2- Project Management Costs, Legal Expenses etc & Outreach:** Project management includes coordination between the Parties, quarterly invoicing and reporting as well as fulfilling general project management requirements. TALL TIMBER will complete the necessary contracting, bid preparation and award (if or as applicable) with the Contractor, coordinate and track permit compliance approvals necessary to prepare for the site work. TALL TIMBER shall ensure that all necessary permits for work are acquired and Environmental Provisions of the Grant Agreement are met. CCNRD and TALL TIMBER will develop a long-term maintenance and operations manual to be submitted to WA-EMD as part of project closeout. The County will submit final quarterly reports, process all payment requests with funders and fulfill all grant coordination with FEMA and WA-EMD, with the assistance of TALL TIMBER as needed or necessary.

**Task 3- Project Inspection Fees:** This includes any necessary oversight by the County or the sub-grantee during project implementation and post implementation compliance visit(s).

**Task 4- Site Work:** Site work will include all preparatory work necessary for generator and fuel source installation. This includes but is not limited to: pouring of a concrete pad, constructing and open-sided cover if desired, installation of all electrical and fuel hook-up requirements (diesel, propane, gas). All Generators will be connected to existing electrical service panels. The Fire Station will have an automatic transfer switch and all other proposed locations will have manual transfer switches. All existing electrical systems are provided power from the Chelan County PUD via their infrastructure. The transfer switches are included in the cost of the generators. A certified commercial electrician will complete all installation and connections of transfer switches. No additional modifications to existing electrical systems are anticipated. All utilities are anticipated to be direct buried 18" deep in a standard 12-18" wide trench on previously disturbed ground. Length of each trench varies slightly but on average is less than 20'.

- CCFD9 Station 91: The proposed generator location would require a 12'x5' concrete pad to be poured. Minimal ground leveling with hand tools would occur on previously disturbed ground. This site has an existing service of Single Phase 120/240 Volts 400amps.
- Kahler Glen: The proposed generator location would require a 12'x5' concrete pad to be poured with minimal ground disturbance and leveling on previously disturbed ground. This site has an existing service of Three Phase 230 Volts 600amps.
- Ponderosa Community Club: The proposed generator location would require a 12'x5' concrete pad to be poured with minimal ground disturbance and leveling on previously disturbed ground. Well Site has an existing service of Three Phase 230 Volts 400amps.
- Tall Timber HOA: The proposed generator location will utilize an existing concrete pad. This site has an existing service of Single Phase 230 Volts 100amps.
- Tall Timber Ranch: The proposed generator location would require a 10' x 4' concrete pad to be poured with minimal ground disturbance and leveling on previously disturbed ground. This site has an existing service of Single Phase 230 Volts 200amps.

**Task 5- Equipment:** This task will cover all costs associated with generator procurement and installation, as well as any final fuels/power sources. Generators must be installed in the locations listed below and consistent with the approved scope of work unless otherwise approved by both CCNRD and WAEMD.

1. Lake Wenatchee Fire and Rescue- Station 91: 150KW; 21696 Lake Wenatchee HWY, Leavenworth WA 98826; 47.814161, -120.723847
2. Kahler Glen: 150KW; 20700 Clubhouse Drive Leavenworth, WA 98826; 47.798982, -120.724663
3. Ponderosa Community Club: 150KW; 21100 Cayuse Street, Leavenworth WA 98826; 47.733853, -120.659635
4. Tall Timber Homeowners Association: 20KW; Napeequa Drive & Tall Timber Road, Leavenworth, WA 98826; 47.92382, -120.8963
5. Tall Timber Ranch: 48KW; 27875 White River Road, Leavenworth, WA 98826; 47.925, -120.901

**Task 6- Misc, Travel and Supplies:** This task will cover any printing and material costs associated with the outreach task, and any necessary travel and mileage costs for TALL TIMBER RANCH and CCNRD employees to and from the project site.

**ATTACHMENT II**  
**INVOICE AND MATCH DOCUMENTATION TEMPLATE**  
(Excel document and PDF- Digital File)

**ATTACHMENT III**  
**FINAL APPLICATION PACKAGE AND SCOPE OF WORK**  
(Digital ZIP Folder)

## APPENDIX I

### MANDATORY STANDARD PROVISIONS

#### 1. ACCOUNTING, INSPECTION, RECORD RETENTION, and AUDITING

- 1.1 Sub-grantee shall maintain books, records, documents and other evidence relating to the project in order to sufficiently substantiate expenditures charged to this Sub-grant, as well as any reported cash or contributions in-kind cost share or matching requirement. Accounting records that are supported by documentation will at a minimum be adequate to clearly support all transactions incurred under the Sub-grant, all cost of the project supplied by other sources, and the overall progress of the project. Financial management systems must be sufficient to permit the preparation of reports required by the terms and conditions; and tracking expenditures to establish that funds have been used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award (2CFR 200.302)
- 1.2 Sub-grantee shall provide CCNRD, or its duly authorized representative, access to any books, documents, papers and records of Sub-grantee which are directly pertinent to the specific project for the purpose of making audits, examinations, excerpts and transcripts. Records would include: books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, time and attendance or time and effort reports for personnel charged to the Sub-grant, cancelled checks, and related documents and records.
- 1.3 Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of six (6) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, CCNRD and/or their representatives. All records shall be maintained for such longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained from CCNRD to dispose of the records.
- 1.4 If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
- 1.5 Non-federal entities, as subrecipients of a federal award, that expend \$1,000,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program specific audit conducted in accordance with 2 CFR part 200 Subpart F. Non-federal entities that spend less than \$1,000,000 a year in federal awards are exempt from federal audit requirements for that year, except noted in 2 CFR Part 200 Subpart F.
- 1.6 The Sub-grantee's Single audit report shall be submitted to CCNRD as soon as completed and include all management letter comments, findings or adjustments that are specific to the Sub-grant agreement.
- 1.7 The CCNRD reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) every three to six months of the project term. Refusal to participate in an audit will delay or cancel fund allocations.

1.8 The Sub-grantee is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.

## **2. REFUND**

2.1 Payment will be made to the subrecipient on reimbursement basis only; no refunds will be made.

## **3. TERMINATION AND SUSPENSION**

3.1 CCNRD may suspend or terminate this award at any time, in whole or in part, if and when it is determined that the Sub-grantee has materially failed to comply with the terms and conditions of the grant.

3.2 CCNRD may terminate this award at any time if funding is no longer available for the grants program, or if the federal donor agency unilaterally terminates the program due to extraordinary circumstances.

3.3 In the event of termination and/or suspension of Sub-grant Agreement, Sub-grantee will be notified in writing by CCNRD within 15 days prior to the effective termination or suspension date. Upon notification, Sub-grantee shall take immediate action to minimize all expenditures against the Sub-grant.

3.4 In the event of termination for non-compliance with the terms of this Agreement, the Sub-grantee may be subject to other legal or administrative remedies, as appropriate.

3.5 No expenses can be charged against the grant after the effective date of termination. In the event of termination, Sub-grantee shall submit a final accounting and return to CCNRD all unspent funds provided under the Sub-grant no later than thirty (30) days after termination.

3.6 In the event of withdrawal from or termination of this Sub-grant Agreement by the Sub-grantee, Sub-grantee shall refund all amounts that have been disbursed for purposes which are or are not in accordance with the terms of this Sub-grant Agreement.

3.7 In the event of suspension, the Sub-grantee will return on demand to CCNRD any unspent cash balance. Sub-grantee is required to submit a Financial Report as of the date of suspension. Sub-grantee is required to refund all amounts that have been disbursed for purposes that are not in accordance with the terms of the Sub-grant Agreement.

## **4. DISPUTES**

4.1 CCNRD Headquarters management staff shall consult with the Federal donor agency to determine the best course of action regarding any disputes that arise under this Sub-grant Agreement.

4.2 Sub-grantee has the right to appeal to CCNRD and shall be given an opportunity to be heard and to offer evidence in support of its appeal.

4.3 Any appeal made under this provision shall be made in writing and addressed to the CCNRD. A copy of the appeal may be provided at the same time to the Federal donor agency Program Specialist.

## **5. LIMITATION**

5.1 CCNRD and Sub-grantee understand and acknowledge that, except as expressly provided in this Sub-grant Agreement, there is no other obligation whatsoever to provide additional support to Sub-grantee for purposes of this or any other project.

## **6. PROHIBITION OF SUPPLANTING**

6.1 Sub-grantee shall use federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that have been appropriated for the same purpose. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

## **7. INSURANCE AND NON- LIABILITY**

7.1 The Sub-grantee shall maintain all appropriate insurance coverage during the period this agreement remains in effect.

7.2 The Sub-grantee shall hold the CCNRD harmless for any loss or damage that may occur during transportation or delivery of project goods or services.

7.3 The Sub-grantee agrees to release, indemnify, and hold harmless the CCNRD, its officers, directors, employees, agents and its respective heirs, legal representatives, successors and assigns, from any and all claims, demands, liabilities, expenses (including reasonable attorney's fees and disbursements, court costs, judgments, settlements and fines) arising out of, resulting from, or in connection with the performance of this Agreement by the Sub-grantee or a partner, agent or client of the Sub-grantee. This paragraph shall survive termination or expiration of this Agreement.

7.4 CCNRD agrees to indemnify and hold Sub-grantee harmless from any and all claims, losses, debts or judgments, including attorney's fees and costs, if any, for copyright or trademark infringement in connection with Sub-grantee's use of the CCNRD approved name and logo in the performance of this sub-agreement.

7.5 CCNRD may at any time request the Sub-grantee to provide written Proof of Insurance.

## **8. DEBARMENT AND SUSPENSION**

8.1 By signing this agreement, the Sub-grantee certifies that neither it nor its principals are presently debarred, suspended, ineligible, or voluntarily excluded from Federal Procurement or Non-procurement Programs.

8.2 The Sub-grantee, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about the Sub-grantee and its representatives in order to demonstrate that it conducted a reasonable search of public

information to determine whether or not the Sub-grantee is presently excluded from receiving Federal funds and is not referenced on the U.S. government *Excluded Parties List Serve*.

## **9. COMPLIANCE WITH ANTI-TERRORISM CERTIFICATION**

- 9.1 Executive Order 13224 and the USA Patriot Act prohibits recipients of Federal funds from knowingly conducting business with, employing individuals from, or contributing funds to persons or entities associated with terrorist activities or support.
- 9.2 A recipient of Federal funds, either directly or through a pass-through arrangement, must certify that it will comply with the Anti-Terrorism Certification as a condition of receiving the funds.
- 9.3 By signing this agreement, the Sub-grantee certifies that, as of the date on which this agreement is executed, the Sub-grantee named in this agreement does not knowingly employ individuals or contribute funds to entities or persons on either the Department of Treasury's Office of Foreign Assets Control *Specially Designated Nationals List*, the *Terrorist Exclusion List*, or any other watch list produced by or recognized by the Federal government that may amend, supplement, or supersede any or all of the above mentioned lists.
- 9.4 Should any change in circumstances pertaining to this certification occur at any time, the Sub-grantee will notify the CCNRD immediately.
- 9.5 The CCNRD, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about the Sub-grantee and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not the Sub-grantee has been implicated in any questionable activity and is not referenced on any of the U.S. government watch lists mentioned above.

## **10. CIVIL RIGHTS COMPLIANCE**

- 10.1 Sub-grantee shall comply with nondiscrimination requirements contained in various federal laws. If a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability, or age against Sub-grantee after a due process hearing, the Sub-grantee agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

## **11. LOBBYING**

- 11.1 Sub-grantee shall not use federal funds for lobbying and agrees to disclose any lobbying activities by submitting Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

## **12. FORCE MAJEURE**

- 12.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

### **13. AMENDMENT**

- 13.1 This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant document, after formal consultations and agreement between the pursuant parties to the agreement.

### **14. PROCUREMENT**

- 14.1 Recipients of Federal funds must abide by procurement standards and provisions as defined in 2 CFR Part 215. Sub-grantee must seek written approval from CCNRD for any expenditure not included in the approved budget relevant to this agreement.
- 14.2 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflict of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurement. Awards shall be made to the bidder or offer that's bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offer must fulfill in order for the bid or offer to be evaluated by the recipient.
- 14.3 Any and all bids or offers may be rejected when it is in the recipients interests to do so. Any expense over the small purchase threshold of \$500 must undergo a Bidding Process.
- 14.4 The Sub-grantee should seek an approval from CCNRD for capital expenses, which are not included in the Sub-grant budget, worth \$5,000.00 or more. The Sub-grantee shall on request make available to the CCNRD any pre-award review and procurement documents such as the Request for Proposal or invitations for bids, independent cost estimates etc., when any of the following conditions apply:
- a) Sub-grantee failed to comply with the procurement standards.
  - b) When procurement is awarded without competition or only one bid or offer is received in response to a solicitation.
  - c) When the procurement which is expected to exceed the small purchase threshold specifies a "brand name" product
  - d) The proposal award over the small purchase threshold is awarded to other than the apparent low bidder under a sealed bid procurement
  - e) A proposed contract modification changes the scope of contract or increases the contract amount by more than the amount of the small purchase threshold.

### **15. PROPERTY**

- 15.1 Any property procured through this agreement will remain vested with the Sub-grantee, unless the residual value is greater than or equal to \$5,000, in which case Sub-grantee must request disposition instructions from the CCNRD. The Sub-grantee may request, in writing, that property greater than or equal to \$5,000 remain with the Sub-grantee, provided that adequate justification is supplied.

- 15.2 The Sub-grantee must take all reasonable actions to protect property purchased through the Sub-grant funds from being damaged or stolen. If equipment or supplies are stolen/damaged, the Sub-grantee must report to the CCNRD in writing the cause and circumstances. CCNRD reserves the right to hold the Sub-grantee responsible.
- 15.3 Sub-grantee shall ensure that any related promotional materials will acknowledge CCNRD's financial contributions with the following statement in the designated acknowledgment section: "This project was made possible with funding provided by the CCNRD."
- 15.4 The CCNRD shall at its discretion have full access to and usage of any materials, in complete or excerpted form, produced as a result of the funding granted under this Agreement. Possible uses include publication in CCNRD publications, on the CCNRD website, and in local and national events or education tools. Sub-grantee shall be accorded acknowledgment for any materials produced by the Sub-grant and used by the CCNRD.

**16. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

- 16.1 Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the Sub-Grantee certifies that it will comply with the requirements of the Act.

**17. GOVERNING LAW**

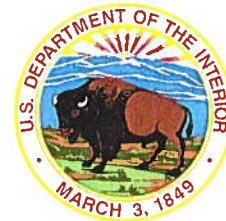
- 17.1 This Agreement shall be interpreted and construed according to, and governed by, the substantive laws of the State of Washington, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the Venue cited in the Agreement shall have jurisdiction to hear any dispute under this Agreement.

**APPENDIX II**

**Chelan County Grant Number D25-064 and Funding Source Agreement # FM-5320-02-R with  
Federal Award General and Special Conditions  
(Digital PDF File)**

1. DATE ISSUED MM/DD/YYYY 07/06/2026  
 1a. SUPERSEDES AWARD NOTICE dated 07/30/2024 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

**NOTICE OF AWARD**



AUTHORIZATION (Legislation/Regulations)

Fish and Wildlife Coordination Act of 1934, Public Law 85-624, as amended; as limited and delegated by the Secretary of the Interior

2. ASSISTANCE LISTING NUMBER  
15.517 - Fish and Wildlife Coordination Act

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. R23AC00318-02  
Originating MCA #

5. TYPE OF AWARD  
Other

4a. FAIN R23AC00318

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY  
From 09/11/2023 Through 09/10/2028

7. BUDGET PERIOD MM/DD/YYYY  
From 09/11/2023 Through 09/10/2028

8. TITLE OF PROJECT (OR PROGRAM)  
Icicle and Peshastin Irrigation Districts (IPID) Pump Exchange Project Design and Permitting

9a. GRANTEE NAME AND ADDRESS  
COUNTY OF, CHELAN  
411 Washington St Ste 201  
Wenatchee, WA, 98801-2854

9b. GRANTEE PROJECT DIRECTOR  
Mike Kaputa  
411 Washington St, Suite 201  
Wenatchee, WA, 98801-2854  
Phone: 509-670-6935

10a. GRANTEE AUTHORIZING OFFICIAL  
Mike Kaputa  
411 Washington St, Suite 201  
Wenatchee, WA, 98801-2854  
Phone: 509-670-6935

10b. FEDERAL PROJECT OFFICER  
Ms. Misty Bradford  
1150 N. Curtis Road, Suite 100  
Boise, ID, 83706-1234  
Phone: 208-215-5602

**ALL AMOUNTS ARE SHOWN IN USD**

| 11. APPROVED BUDGET (Excludes Direct Assistance)                                   |                        |
|--|------------------------|
| I Financial Assistance from the Federal Awarding Agency Only                       |                        |
| II Total project costs including grant funds and all other financial participation |                        |
| a. Salaries and Wages  | \$ 20,065.00           |
| b. Fringe Benefits   | \$ 6,072.20            |
| c. Total Personnel Costs   | \$ 26,137.20           |
| d. Equipment   | \$ 0.00                |
| e. Supplies  | \$ 0.00                |
| f. Travel  | \$ 329.60              |
| g. Construction  | \$ 0.00                |
| h. Other   | \$ 1,682,518.82        |
| i. Contractual   | \$ 404,500.00          |
| <b>j. TOTAL DIRECT COSTS</b>   | <b>\$ 2,113,485.62</b> |
| k. INDIRECT COSTS  | \$ 4,133.39            |
| <b>l. TOTAL APPROVED BUDGET</b>  | <b>\$ 2,117,619.01</b> |
| m. Federal Share   | \$ 2,117,619.01        |
| n. Non-Federal Share   | \$ 0.00                |

| 12. AWARD COMPUTATION   |                        |
|---|------------------------|
| a. Amount of Federal Financial Assistance (from item 11m)         | \$ 2,117,619.01        |
| b. Less Unobligated Balance From Prior Budget Periods             | \$ 0.00                |
| c. Less Cumulative Prior Award(s) This Budget Period              | \$ 860,100.19          |
| <b>d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</b>              | <b>\$ 1,257,518.82</b> |
| <b>13. Total Federal Funds Awarded to Date for Project Period</b> | <b>\$ 2,117,619.01</b> |

| 14. RECOMMENDED FUTURE SUPPORT<br>(Subject to the availability of funds and satisfactory progress of the project) |                    |      |                    |
|---|--------------------|------|--------------------|
| YEAR  | TOTAL DIRECT COSTS | YEAR | TOTAL DIRECT COSTS |
| a. 2  | \$ 425,000.00      | d. 5 | \$                 |
| b. 3  | \$                 | e. 6 | \$                 |
| c. 4  | \$                 | f. 7 | \$                 |

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
- b. ADDITIONAL COSTS
- c. MATCHING
- d. OTHER RESEARCH (Add / Deduct Option)
- e. OTHER (See REMARKS)

**b**

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
- b. The grant program regulations
- c. This award notice including terms and conditions, if any noted below under REMARKS.
- d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -  Yes  No)  
See next page

**GRANTS MANAGEMENT OFFICIAL:**

Misty Bradford, Grants Management Specialist  
1150 N. Curtis Road, Suite 100  
Boise, ID, 83706-1234  
Phone: 208-215-5602

| 17. VENDOR CODE | 0070124754       | 18a. UEI        | GQLWQNMFUJJ5 | 18b. DUNS  | 614835671 | 19. CONG. DIST.                          | 08 |
|-----------------|------------------|-----------------|--------------|------------|-----------|--|----|
| LINE#           | FINANCIAL ACCT   | AMT OF FIN ASST | START DATE   | END DATE   | TAS ACCT  | PO LINE DESCRIPTION                      |    |
| 2               | 0051048038-00010 | \$0.00          | 05/14/2024   | 09/10/2028 | 0680      | 1678-6562 FA Mod R23AC00318 Mod 1        |    |
| 3               | 0054015603-00010 | \$1,257,518.82  | 07/06/2026   | 09/10/2028 | 0680      | R23AC00318: 1678-6286 CENRD Inc Fund Mod |    |

# NOTICE OF AWARD (Continuation Sheet)

|                         |                           |
|-------------------------|---------------------------|
| PAGE 2 of 3             | DATE ISSUED<br>07/06/2026 |
| GRANT NO. R23AC00318-02 |                           |

REMARKS:

Recipients are NOT required to sign the Notice of Award or any other award document or amendment. Recipients indicate their acceptance of an award or amendment to an existing award, including award terms and conditions, by starting work, drawing down funds, or accepting the award or amendment via electronic means. Recipient acceptance of an award/amendment carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in Reclamation taking one or more of the remedies and actions described in 2 CFR 200.339343.

NOTICE OF AWARD (Continuation Sheet)

|                         |                           |
|-------------------------|---------------------------|
| PAGE 3 of 3             | DATE ISSUED<br>07/06/2026 |
| GRANT NO. R23AC00318-02 |                           |

| Federal Financial Report Cycle |                           |                |                           |
|--------------------------------|---------------------------|----------------|---------------------------|
| Reporting Period Start Date    | Reporting Period End Date | Reporting Type | Reporting Period Due Date |
| 09/11/2023                     | 09/30/2023                | Annual         | 12/29/2023                |
| 10/01/2023                     | 09/30/2024                | Annual         | 12/29/2024                |
| 10/01/2024                     | 09/30/2025                | Annual         | 12/29/2025                |
| 10/01/2025                     | 09/30/2026                | Annual         | 12/29/2026                |
| 10/01/2026                     | 09/30/2027                | Annual         | 12/29/2027                |
| 09/11/2023                     | 09/10/2028                | Project Final  | 01/08/2029                |

| Performance Progress Report Cycle |                           |                |                           |
|-----------------------------------|---------------------------|----------------|---------------------------|
| Reporting Period Start Date       | Reporting Period End Date | Reporting Type | Reporting Period Due Date |
| 09/11/2023                        | 09/30/2023                | Annual         | 12/29/2023                |
| 10/01/2023                        | 09/30/2024                | Annual         | 12/29/2024                |
| 10/01/2024                        | 09/30/2025                | Annual         | 12/29/2025                |
| 10/01/2025                        | 09/30/2026                | Annual         | 12/29/2026                |
| 10/01/2026                        | 09/30/2027                | Annual         | 12/29/2027                |
| 09/11/2023                        | 09/10/2028                | Project Final  | 01/08/2029                |

# AWARD ATTACHMENTS

COUNTY OF, CHELAN

R23AC00318-02

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1. Mod 002



— BUREAU OF —  
RECLAMATION

## **Amendment to Federal Financial Assistance Terms and Conditions of Award**

### **1. Purpose of this Amendment**

The purpose of this amendment is to obligate incremental funding to the Agreement and extend the period of performance and as detailed in sections 2 and 3 of this amendment.

All other terms and conditions remain unchanged.

### **2. Adjustment of Available Funding**

As a result of this amendment, the total amount of Federal funding obligated for this Agreement is increased by \$1,257,518.82 from \$860,100.19 to \$2,117,619.01.

### **3. Period of Performance**

As a result of this amendment, the period of performance is changed from 9/11/2023 through 7/30/2026 to 9/11/2023 through 9/10/2028.

**Chelan County  
Natural Resource Department  
Monday, July 13, 2026**

**To:** Chelan County Commissioners  
Wenatchee, Washington

**From:** Natasha Karcic, Natural Resource Specialist

**RE:** Plain Cross Boundary Hand Thinning Project  
Recommendation to Award, Execute Agreement  
(Action Item)

Commissioners:

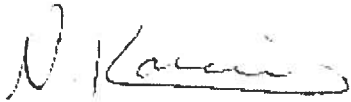
In June 2026, the Chelan County Natural Resource Department issued a Request for Proposals for the referenced project. The RFP provides for hand thinning of 91.2 acres on federal and private lands in Plain, Washington. By close of the bid period on June 22<sup>nd</sup>, 2026, proposals were received from four (4) contractors for the referenced project, and were reviewed by Natural Resource Department staff. Based on the evaluation of proposals, including qualifications, project approach, schedule, and cost, Escobar Reforestation, LLC, of Centralia, Washington is the highest-ranked bidder with a total bid price of \$142,296.00. Escobar Reforestation, LLC has provided the following required pre-contract documentation listed as follows:

1. Fully Executed Agreement;
2. Performance and Payment Bonds or waiver in lieu of 10% retainage, and;
3. Contractor's Certificate of Liability Insurance

Based on the foregoing, recommendation is as follows:

**It is recommended that the Chelan County Board of Commissioners execute the agreement for "Plain Cross Boundary Hand Thinning Project" to Escobar Reforestation, LLC in the amount of \$142,296.00, and further authorize the issuance of "Notice of Award", with the date of notice to proceed to be determined by Chelan County Natural Resource Department.**

Respectfully Submitted,



Natasha Karcic, Natural Resource Specialist


**AGREEMENT**

THIS AGREEMENT, made this 6th day of July, 2026, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and Escobar reforestation LLC doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to fulfill the **Plain Cross-Boundary Hand Thinning Project** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall obtain approval of COMPLETION for all contracted work on or before December 15<sup>th</sup>, 2026.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices shown in the Bidder provided Quote/ Bid Proposal Form (*Not including Washington State Sales Tax*). Unit prices will be multiplied by the quantity of work actually completed for each pay item on the Proposal Form. Increased or Decreased Quantities, or Changed Conditions, may alter the final payment to Contractor as outlined in Standard Specifications section 1-04.6.
5. A Contract Bond (Payment and Performance Bond) will be required. The Contractor may request the Contracting Agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance.
6. The CONTRACTOR shall submit applications for payment to the CONTRACTING AGENCY.
7. The term "CONTRACT DOCUMENTS" means and the Agreement and all documents incorporated by reference or attached, including the solicitation and bid materials, specifications, description of work, silvicultural prescriptions, general and special requirements, safety and environmental provisions, maps, and all applicable laws, regulations, and approved modifications, which collectively govern performance of the WORK.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Contract in triplicate. The Contract will be effective on July 14, 2026.

| CONTRACTING AGENCY | CONTRACTOR   |
|--------------------|--|
|                    |  |
| SIGNATURE          | SIGNATURE  |
|                    | Adalberto E. Escobar   |
| PRINT NAME         | PRINT NAME   |
|                    | owner  |
| TITLE (SEAL)       |  |
| ATTEST:            | ADDRESS  |
|                    | 703 W Reynolds Ave, Centralia WA   |

|                    |   |
|--------------------|---|
| Clerk of the Board | TITLE (SEAL)<br><b>OWNER</b>              |
| SIGNATURE          | EMPLOYER ID NUMBER:<br><b>604-726-262</b> |
| PRINT NAME         | ATTEST:                                   |
| TITLE              | SIGNATURE <i>Adalberto Escobar</i>        |
|                    | PRINT NAME <b>Adalberto Escobar</b>       |
|                    | TITLE <b>OWNER</b>                        |

**PERFORMANCE AND PAYMENT BOND**

**The Contractor may request the Contracting Agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance.**

NOW, THEREFORE, we the CONTRACTOR **Escobar Reforestation LLC**, a \_\_\_\_\_ corporation, organized and existing under and by virtue of the laws of the State of Washington, request to opt for 10% retainage as stated above in lieu of the required performance and payment bonds on this 6th day of July, 2026.

\_\_\_\_\_  
Escobar Reforestation LLC

PRINCIPAL

BY Alberto E Escobar

TITLE owner

ATTEST (If Corporation)

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

WITNESSES (If Individual or Partnership)

April A. Pennington  
\_\_\_\_\_

**BID PROPOSAL FORM**

**Plain Cross-Boundary Hand Thinning Project**

TO: Board of Chelan County Commissioners, Wenatchee, Washington

The Undersigned certify that they have examined the location of the project and read and thoroughly understand the plans, specifications and contract governing the work.

| <b>PLAIN CROSS-BOUNDARY HAND THINNING PROJECT BID</b> |                                      |             |                 |                   |                    |
|---|--------------------------------------|-------------|-----------------|-------------------|--------------------|
| <b>Item</b>   | <b>Description</b>                   | <b>Unit</b> | <b>Quantity</b> | <b>Unit Price</b> | <b>Total Price</b> |
| 1   | FISH POND HAND THINNING AND CHIPPING | ACRE        | 15.8            | \$ 2,100.00       | \$ 33,180.00       |
| 2   | FISH POND HAND THINNING AND PILING   | ACRE        | 29.9            | \$ 1,650.00       | \$ 49,335.00       |
| 3   | USFS SHUGART FLATS                   | ACRE        | 13.7            | \$ 1,230.00       | \$ 16,851.00       |
| 4   | USFS PONDEROSA PINES                 | ACRE        | 31.8            | \$ 1,350.00       | \$ 42,930.00       |
|   |                                      |             |                 |                   | \$ 142,296.00      |

The aforementioned sum is hereby designated the Total base Bid. The Total Base Bid shall not include Washington State sales tax.

Escobar Reforestation LLC  
 PRINT BIDDER NAME

6/21/2026  
 DATE

*Alberto E Escobar*  
 SIGNATURE OF PRINCIPAL OR OFFICER

# 1. BACKGROUND AND DESCRIPTION OF WORK

## 1.1 PURPOSE

The purpose of this project is to implement fuels reduction treatments on 45.5 acres of USFS lands and 45.7 acres of private lands for a total of **91.2 acres** in the Lake Wenatchee area. On both USFS and private land, the goals are to promote a healthy, uneven-aged stand dominated by Ponderosa Pine (PP) and Douglas-fir (DF) that is resilient to natural disturbances such as pine beetle outbreaks and wildfire. The project is located in Chelan County, Washington, in section 24 of Township 26N, Range 17E WM, sections 5 and 6 of Township 26N, Range 18E WM, and section 32 of Township 27N, Range 18E WM. Maps of the general vicinity and specific project area are attached in the Appendix.

This work will consist of hand thinning and pruning pre-commercial trees (<7" DBH) on US Forest Service land. Methods of slash disposal on USFS land will require construction of 8-foot-tall piles in canopy openings. Piles are to be covered with wax paper furnished by the Contractor. On private lands, the diameter limit increases to 8" DBH, and portions of the fuel break will be chipped. The Contractor will be responsible for adhering to all treatment specifications in section 1.2, as well as all other Contract Provisions in this document. The Contractor is also responsible for providing all necessary supervision, labor, transportation, materials, and equipment to perform the work outlined in the Agreement.

**Chelan County Natural Resources Department will be responsible for:**

- Establishing project boundaries prior to start of project work.
- Conducting quality assurance/prescription compliance periodically throughout the duration of project work.
- Completing regulatory compliance prior to start of project work.
- Inspecting units upon completion.

## 1.2 TREATMENT SPECIFICATIONS

### Private Lands: Chipping and Hand Thinning-Specifications

#### **Desired Condition:**

On private land, the goal is to implement a fuel break that can provide a defensible anchor point to slow fire spreading across the landscape. These treated areas are intended to provide a strategic wildfire defense position but also support wildlife habitat and be able to withstand prescribed burning with low torching and mortality rates. This condition will be achieved by breaking up the continuous dense cover of shrubs and/or trees within the defensible space area, reducing ladder fuels through thinning and pruning, and disposing of slash material through burn piles.

#### **Leave Tree Criteria**

- Leave trees will generally be the tallest, straightest single stem with the largest crown and free of damage due to animals, insects, disease or physical and mechanical causes.
- Ponderosa pine is the preferred species for retention, followed by western larch, white pine and Douglas Fir. Grand fir should be removed except where no other conifer species can be retained
- If there is an option, do not retain a tree with a Hawksworth mistletoe rating of 5 or 6 or with a rating of 1 or more in the upper third of the live crown as a leave tree.

## Thinning/Woody debris management

- Leave Tree Spacing: All trees 12" (1 foot) and taller, and 8" diameter at breast height (DBH) or less shall be considered for removal within the contract specifications. Treatment includes leaving a stump height no higher than 6" above ground level. Trees within the first 50' of road shall have a minimum spacing of 25', and a maximum spacing of 40' between leave trees. Trees greater than 50' from the road shall be spaced 15'-30' between leave tree crowns.
- Treated material within 50' of the road will be chipped. Material greater than 50' from the road shall be piled.
- Chipped material shall be disposed of away from the road on the downhill side. No chipping material shall be left on the roadway.
- All brush within 10' of the road will be chipped.
- All brush >18" tall within the driplines of overstory conifers must be cleared.
- Pre-existing woody debris < 8" will be treated in the same manner as newly treated material and shall be chipped or piled depending on location. Pre-existing woody debris greater than 8" shall have limbs removed with a saw and be in full contact with the ground.
- Slash created at the outer edges of the 50' debris management zone may be relocated and piled outside of the zone to facilitate efficient operations.
- Slash may not be placed/spread outside of project area.

## Pruning

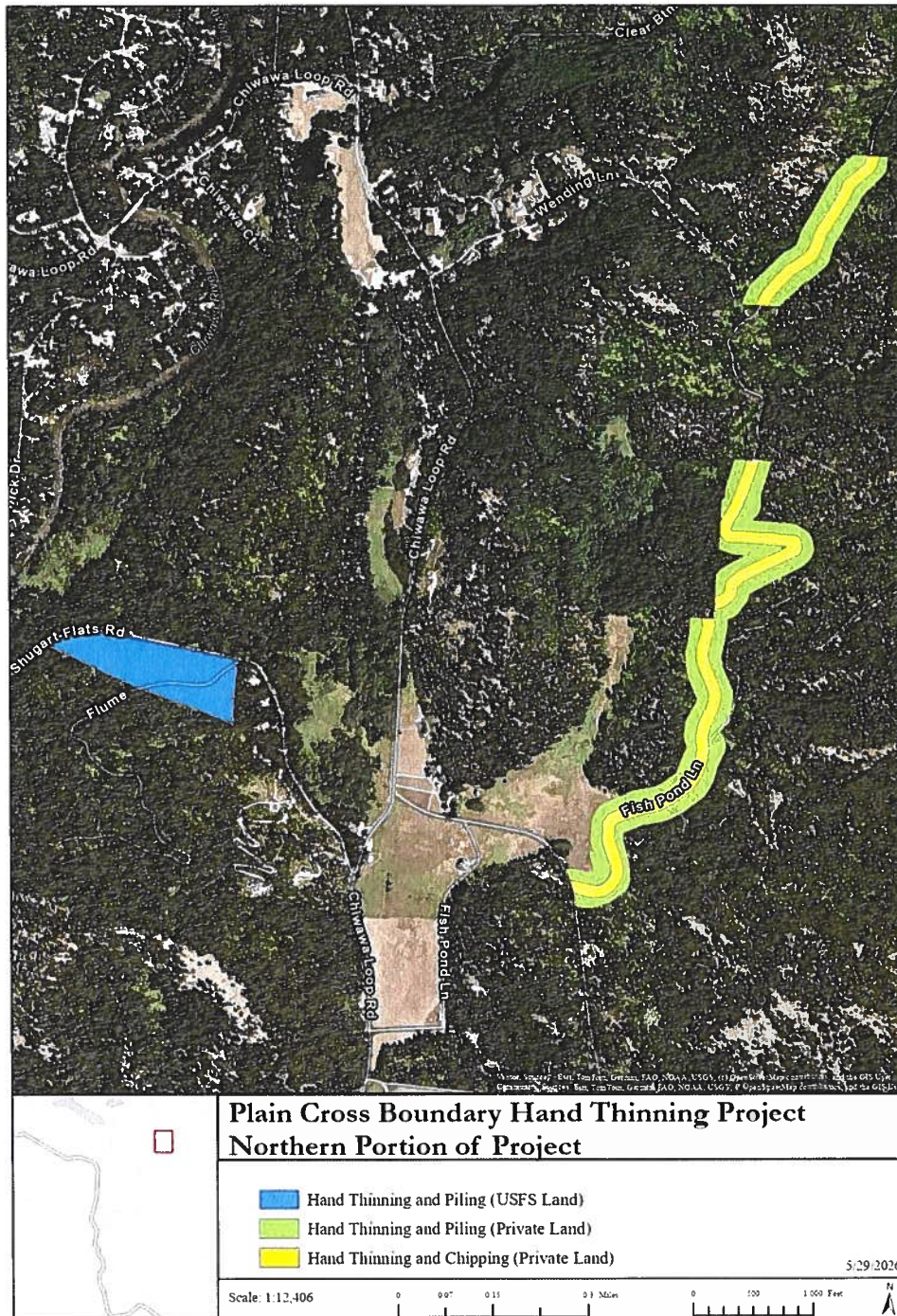
Leave trees will have the limbs pruned off to the following specifications:

- All retained conifers in the fuel break, regardless of DBH shall be pruned of all live and dead limbs.
- Remove branches to such a height that not more than 1/2 of the live crown is removed. At a maximum, the tree shall be pruned to a height of 8 feet above the ground (measured on the uphill side of the tree).
- Pruned limbs shall be either chipped or piled depending on location.
- All limbs, both dead and living, shall be removed from the bole of the tree in such a manner that the branch collar is not damaged and so that no branch stubs longer than 1/2 inch remain.
- Limbs must be cleanly cut off and not broken or otherwise wrenched from the tree
- The cambium layer around the bole of the tree shall not be torn, cut or damaged as a result of the pruning operation.

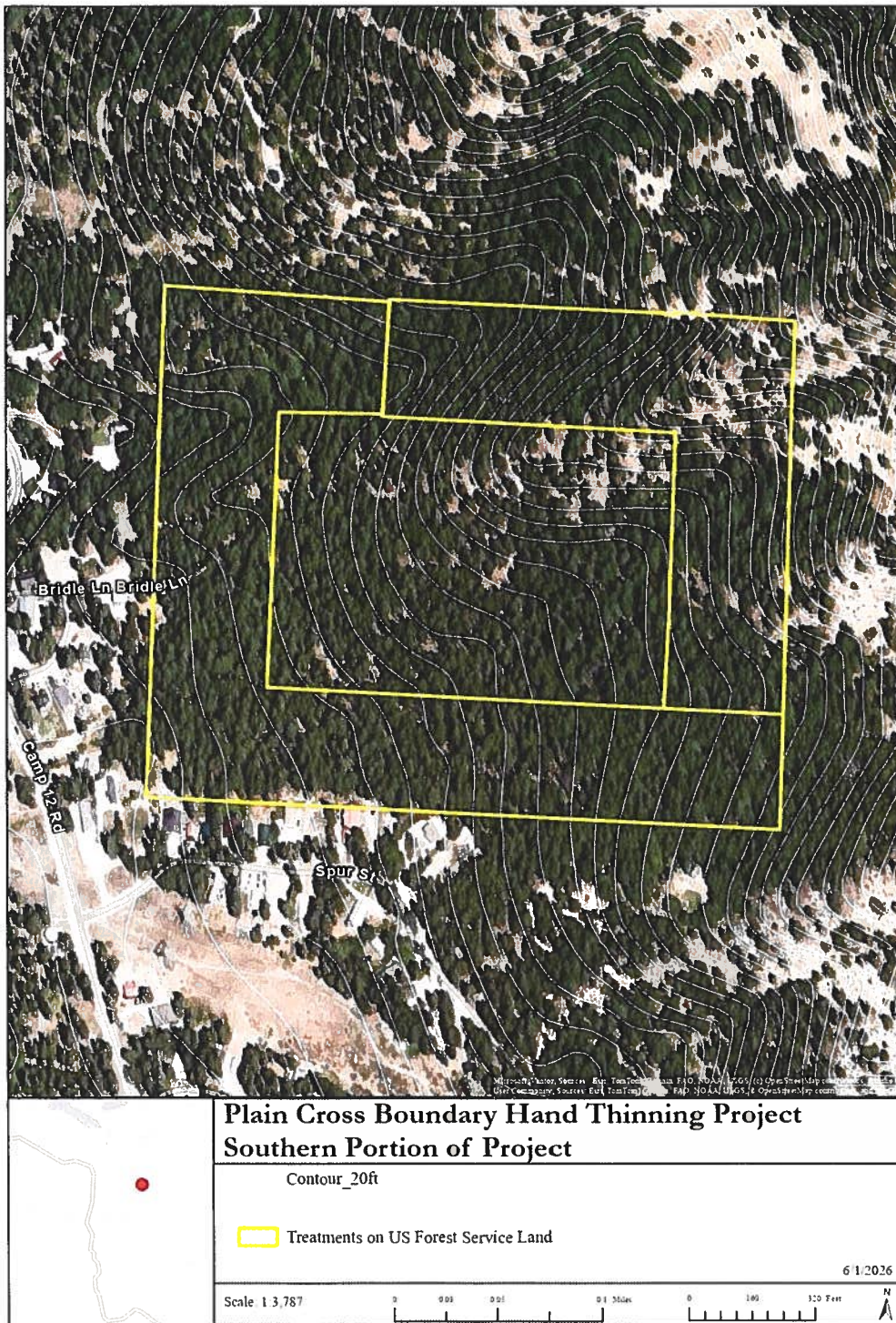
## Piling

- Pile dimensions will be targeted for 6'x6'x6' to increase rate of drying and reduce potential for beetle infestations and be a maximum of 8' by 8' by 8'. Attempts will be made to construct each pile so it has a uniform arrangement (haystack shape rather than tipi shape) that is perpendicular to the contour of the slope; with larger vegetation piled on top of the pile to aid in compaction and water dispersion.
- Piles will be built with a mixture of fuel types; if brush is present the piles must include conifer as well as brush to facilitate burning.
- Piles will be covered in wax paper and secured with a thin (approximately 1" in height) layer of limbs or several 3-5" logs.
- Pile placement will be outside of the dripline of leave trees, a minimum of 15' away from retention trees wherever possible, and on the uphill side of those trees; or in areas where the pile will not serve as a ladder fuel.

F. PROJECT MAP



Above: Shugart Flats unit (blue) and Fish Pond units (green and yellow)



Above: Ponderosa Pines hand thinning unit

CHELAN COUNTY COMMISSIONERS  
CHELAN COUNTY REGIONAL JUSTICE CENTER

July 13, 2026

11:30 A.M. CCRJC AGENDA  
Jail Director Chris Sharp

DISCUSSION ITEMS:

1. Department Update

ACTION ITEMS:

1. Letter of Extension for Review

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# DEPARTMENTAL UPDATE

JUNE 2026



# MISSION & VISION

## Mission:

To protect the rights and safety of our community, resident inmates and staff through effective correctional programs, strategies, operations and partnerships.

## Vision:

To be a premier correctional facility, operating at the highest standard of professional excellence.

## SAFETY AND SECURITY

- Purchasing another AED to be assigned to the Nurses Go-Bag
- K9 Kato and Deputy Silsby actively searching. Mail, 23 Suboxone strips detected.
- Incoming personal mail will be searched by K9 Team, if no contraband is discovered the mail will be scanned into the tablet system for individuals to access.
- Nurses available at time of booking for assessments
- Working on variance letter to be submitted to DOH to return our body scanner back to limited use.
- 4 additional Security Pass through Cuff Ports ordered. This will complete each door in the facility that is accessible to escort inmates with a secure port for restraining individuals.

## CORRECTIONAL PROGRAMS

- Training - Total Training hours for the year 1803.
- Chaplain Program - One on one's and church going well
- EHM - 5 individuals on the program
- Work Release - 2 individuals on the program
- Alcohol Monitoring - 5 individuals on the program
- Reintegration - Team worked with 48 – 7 individuals in recovery house

## OPERATIONAL EFFICIENCIES

- Policy Training -- 20 for May and June daily Lexipol training bulletins
- Bed Check Inspection -- Many daily duties are addressed during this time
- Policy Reviews -- Being conducted quarterly
- K9 Program -- 13 deployments, 2 indications Fentanyl & Suboxone – 4 cell searches during rec time
- Medical Sensors -- Continues to assist staff with notifications
- New tablets -- Updated tablets, able to scan all incoming mail onto tablet for individuals to read daily

# MEDICAL MENTAL HEALTH

## ➤ Medical

- Averaging 8 a day on higher level of care (Detox) - Primarily Fentanyl
- 4 ambulance transport to CWH
- 18 outside medical appointments
- 65 seen at sick call for the year
- Average 275 medications passed per day – 4 doses of Narcan given for (1 OD sent to ER, Saved)
- 2 ER send outs with Jail transport

## ➤ Mental Health

- 1 on suicide watch.
- 108 internal mental health reviews
- Dr Desire psychiatric oversight, in person and or medication reviews 26 -- individuals assisted with improved mental health stabilization
- Wednesday's Weekly Mental Health Walkthrough's, we visited 15 individuals
- BHU referral follow up 3

## STAFFING

- Staffing
  - CCRJC will run the 2 vacant CO positions a this time, until needed or user contract is signed
  - 1 CO will graduate COA on July 15<sup>th</sup>. She will be been assigned to a security team
  - 8 Correctional Deputies on probation
  - 1 CO left for COA July 8<sup>th</sup>, graduation date of September 17<sup>th</sup>.
  - In September we will have 8 assigned to the security team for the first time since I have been the Director, over 6 years and well before that.
  - New nurse passed FTO and is assigned to a security team, back to 24 hour medical, 1 nurse will be begin maternity leave in August sometime

## COURT TRANSPORTS AND KITCHEN

- 326 court appearances
- 10 transported to prison
- 9 medical transports
- 10,733 meals served, 959 special diets, 287 religious meals (4 Individuals)
- Gatorade Pitchers 328
- CI meal cost due to temporary kitchen far, \$22,173.00

## CHALLENGES

- Detox, and MH continue to be our biggest challenge, very sick individuals.
- 8 Correctional Deputies on probationary status
- Plumbing Project – Kitchen is still not close to being ready, increased cost for CI meals
- Seeing an increase of Fentanyl

## SUCCESES

- Continuing to manage challenging individuals.
- 68 medical sensors
- Douglas County Contract signed for 2027
- I CO & Business Manager off Probation
- Our facility and staff continue to work very hard at saving lives and provide the safest facility possible for staff and the individuals we are entrusted to care.



**SUCCESS IS SIMPLE.  
DO WHAT'S RIGHT,  
THE RIGHT WAY,  
AT THE RIGHT TIME.**

Arnold H. Glasow



CHELAN COUNTY  
**REGIONAL JUSTICE CENTER**

Chris Sharp, Director

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401 Washington St. Level 2 • Wenatchee, WA 98801 • Phone: (509) 667-6462 • www.co.chelan.wa.us

To Chelan County Board of Commissioner's

Subject: Request for an Extension of 6 months to complete RCW 70.48.510 – Unexpected Fatality Review – Records – Discovery.

Date: July 13, 2026

On April 26, 2026, an incarcerated individual passed away while being housed in the Chelan County Regional Justice Center. The Wenatchee Police Department was called to investigate the incident. The Chelan County Coroner, Earl Crowe responded to the facility and when the Wenatchee Police Department had concluded the onsite investigation that morning, Earl transported the deceased from the facility.

RCW 70.48.510 in Paragraph (d) Upon conclusion of an unexpected fatality review required pursuant to this section, the city or county department of corrections or chief law enforcement officer shall, within 120 days following the fatality, issue a report on the results of the review, unless an extension has been granted by the chief executive or, if appropriate the county legislative authority of the governing unit with primary responsibility for the operation of the jail.

I have reached out to a Jail Commander and a Doctor for the review. We received the autopsy and toxicology report June 23, 2026. We are still waiting for the Wenatchee Police Department to conclude their investigation.

I am requesting Board Approval for a six (6) month extension to complete the review as required by RCW 70.48.510.

Thank you for your consideration.

Approve: \_\_\_\_\_

Deny: \_\_\_\_\_

*Chris Sharp*  
Chris Sharp,

Director, Chelan County Regional Justice Center

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CHELAN COUNTY COMMISSIONERS  
DEPARTMENT OF PUBLIC WORKS ISSUES

July 14, 2026

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

DISCUSSION ITEMS:

1. Call for Bids – Arizona Boulevard Drainage Improvement Project, Stormwater Drainage Project 2026 (SD2029)
2. Contract with Hurst Construction, LLC for Beaver Hill Slide Emergency Repairs Project, County Road Project 766 (CRP 766)
3. Open Item

ACTION ITEMS:

1. Approve Call for Bids – Arizona Boulevard Drainage Improvement Project, Stormwater Drainage Project 2026 (SD2029)
2. Approve Contract with Hurst Construction, LLC for Beaver Hill Slide Emergency Repairs Project, County Road Project 766 (CRP 766)

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

## CONTRACT

THIS CONTRACT is entered into between Chelan County, Washington, (the "Contracting Agency"), whose address is 316 Washington Street, Suite 402, Washington, 98801, and (Contractor Name) HURST CONSTRUCTION LLC whose address is PO Box 990 Wenatchee, WA 98807 hereinafter the "Contractor".

### WITNESSETH:

In consideration of the terms and conditions contained herein and the attached documents which are made a part of this contract by this reference, the parties hereto agree as follows:

- Description of the Work.** The Contractor shall do all work and furnish all tools, materials, and equipment for Beaver Hill Slide Emergency Repairs Project, by removing existing guardrail, installing structural earth wall, CSBC, HMA Cl. 3/8 In. PG64-28, erosion control blanket, beam guardrail, pavement markings, and other work, all in accordance with the attached contract plans, these contract provisions, and the standard specifications, and addenda thereto.
- Standard specifications.** Except as expressly provided in the project contract provisions and plans incorporated herein, the 2026 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation (the "Standard Specifications"), is adopted and incorporated into this Contract by this reference. All work shall be in accordance with the Standard Specifications and as described in the plans, specifications and addenda hereby incorporated by this reference as though fully set forth.
- Scope of the Work.** The County hereby employs the Contractor to provide all labor, materials and equipment to do and complete the above-described work according to the Standard Specifications, attached plans, specifications and addenda and the terms and conditions herein contained. The Contractor shall provide and bear the expense of all work and labor, material and equipment of any kind whatsoever that may be required for constructing and completing the work provided for in this Contract and every part thereof, except such as are expressly furnished by the County according to the plans, specifications and addenda. The Contractor does hereby agree to fully and completely perform all the terms, conditions and promises contained in this Contract, the plans, specifications and addenda and the Standard Specifications, as well as all other requirements of federal and state law and regulations pertaining to the work to be performed.
- Payment.** The County agrees to pay for the Work according to the Standard Specifications and at such time, in such manner and upon such conditions as provided for in the Standard Specifications.
- Alterations to Work; Additional Work.** The County further agrees to employ the Contractor to perform any alterations in or additions to the work provided for in this Contract that may be ordered in writing and to pay for the same under the terms of this Contract and the Standard Specifications.
- Venue.** Any action, suit, or judicial proceeding for the enforcement of this Contract shall be brought in the Superior Court for the State of Washington in Chelan County, Washington.

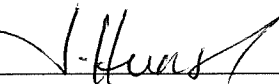
7. **Complete Contract.** This Contract contains all terms and conditions agreed upon by the parties. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

IN WITNESS WHEREOF, the Contractor has executed this Contract and the Board of County Commissioners has caused this Contract be executed by, and in the name of Chelan County, Washington

Dated this 2 day of July, 2026.

CONTRACTOR:

(Name)

By: 

Jesse Hunt  
(Print Name)

President  
Title

PO BOX 990  
Address

Wenatchee WA 98807  
City State Zip

Dated at Wenatchee, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
SHON SMITH, Chair

\_\_\_\_\_  
KEVIN OVERBAY, Commissioner

\_\_\_\_\_  
BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

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

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
STEWART R. SMITH  
Deputy Prosecuting Attorney

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

**APPROVED:**

\_\_\_\_\_  
ERIC P. PIERSON, P.E.  
Director/County Engineer

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

**CALL FOR BIDS**  
**Arizona Blvd Drainage Improvement**  
**SD2029**

Sealed bids will be received by the Board of Chelan County Commissioners at their office at 400 Douglas Street, Wenatchee, Washington 98801 until **9:30:00 A.M. on August 11, 2026**, and there publicly opened and read as soon thereafter as the matter may be heard for:

This Contract provides for the improvement of stormwater conveyance in the vicinity of Arizona Blvd. between Sierra Blvd and Riviera Blvd. in unincorporated Chelan County by excavation including haul, installation of drainage structures, drainage pipe, rock lined conveyance swales, grading, restoration and other work, all in accordance with the attached Contract Plans, the Contract Provisions, and the Standard Specifications.

The Chelan County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Project plans and specifications may be viewed at [www.co.chelan.wa.us/public-works/pages/bidding-opportunities](http://www.co.chelan.wa.us/public-works/pages/bidding-opportunities). A hard copy of the Project plans and specifications can be obtained from the office of the Chelan County Public Works Department, at 316 Washington Street, Suite 402, Wenatchee, Washington 98801. Public Works' telephone number is **509.667.6415**. A **non-refundable** \$50.00 fee is required in advance for each hard copy of the plans.

A bid deposit in the amount of 5% of the bid shall accompany each bid. Each bid shall be submitted in a sealed envelope marked on the outside as follows: **“SEALED BID FOR SD2029, Arizona Blvd Drainage Improvement,”** on the outside of the envelope.

The Board of Chelan County Commissioners reserves the right to reject any or all bids for cause.

Dated at Wenatchee, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF CHELAN COUNTY COMMISSIONERS

\_\_\_\_\_  
SHON SMITH, Chairman

\_\_\_\_\_  
KEVIN OVERBAY, Commissioner

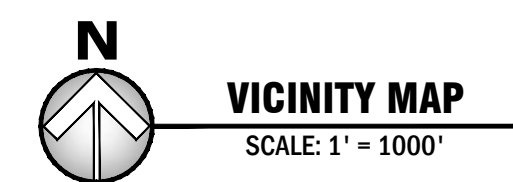
\_\_\_\_\_  
BRAD HAWKINS, Commissioner

ATTEST: ANABEL TORRES

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

# ARIZONA BOULEVARD DRAINAGE IMPROVEMENT

## STORM WATER IMPROVEMENT PROJECT IN THE CITY OF MALAGA, WA



### DRAWING INDEX

|             |                                       |
|-------------|---------------------------------------|
| C0.0        | COVER                                 |
| C0.1        | GENERAL NOTES, LEGEND & ABBREVIATIONS |
| C1.0        | SITE PREP & T.E.S.C PLAN              |
| C2.0        | GRADING & STORM PLAN & PROFILES       |
| C3.0 - C3.1 | SECTIONS                              |
| C4.0        | DETAILS                               |
| C5.0 - C5.2 | STANDARD PLANS                        |
| C6.0        | TEMPORARY TRAFFIC CONTROL PLAN        |
| TC1         | COUNTY STANDARD TRAFFIC CONTROL PLAN  |

### PROSPECTUS

| UTILITIES   | JURISDICTION               |
|-------------|----------------------------|
| WATER       | THREE LAKES WATER DISTRICT |
| STORM WATER | CHELAN COUNTY              |
| POWER       | CHELAN COUNTY PUD          |
| TELEPHONE   |                            |
| T.V.        |                            |

### ENGINEER

J. RYAN BROWNLEE, P.E.  
 PACIFIC ENGINEERING & DESIGN, PLLC  
 200 S. COLUMBIA, SUITE 300  
 WENATCHEE, WA 98801  
 (509) 662-1161

### PROPONENT

JASON DETMORE  
 CHELAN COUNTY, DEPARTMENT OF PUBLIC WORKS  
 316 WASHINGTON ST  
 SUITE 402 WENATCHEE WA 98801  
 (509) 667 - 6415

| REV | DATE       | DESCRIPTION |
|-----|------------|-------------|
| 0   | 07/08/2026 | BID SET     |



CHELAN COUNTY, DEPARTMENT OF PUBLIC WORKS  
**ARIZONA BLVD**  
**DRAINAGE IMPROVEMENT**  
 MALAGA, WA  
 PROJECT NO. 230393.0CA  
 DRAWN BY: SRY

IF NOT ONE INCH ON THIS SHEET  
 ADJUST SCALE ACCORDINGLY

**COVER**

**C0.0**

APPROVED BOARD OF COUNTY COMMISSIONERS \_\_\_\_\_  
 DATE \_\_\_\_\_