



CHELAN COUNTY COMMISSIONERS PROPOSED MEETING AGENDA

Meeting Dates & Time:

Monday, September 14, 2026 – 9:00 A.M.

Tuesday, September 15, 2026 – 9:00 A.M.

Location: Chelan County Administration Building, 400 Douglas St.

Wenatchee, WA 98801

Monday, September 14, 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) Arlene Mar, Juvenile – New Hire
 - b) Omar Sanchez, Juvenile – Transfer
 - c) John Davies, Economic Services – Promotion
 - d) Marlyn Anderson, Regional Justice Center – New Hire
 - e) Jamie Davis, Natural Resources – End of Season
 - f) Timothy Roach, Natural Resources – End of Season
 - g) Liliana Wieczorek, Auditor – New Hire

9:15 A.M. Sheriff Mike Morrison

Discussion:

1. Departmental Update

Action:

1. Sheriff and Undersheriff Pay and Benefits Adjustment

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

Board Discussion

9:45 A.M. County Administrator Cathy Mulhall

Discussion:

1. Administrative Update

Action:

1. Resolution RE: Designation of Appointments to the Washington Counties Risk Pool.
2. Evergreen Forest County Group Memorandum of Agreement 2027(Weidner)
3. Exception Request to Reclass a position: Veteran Service Officer Supervisor
4. Hiring Freeze Authorization – Staff Engineer, Public Works
5. Hiring Freeze Authorization – Corrections Deputy (2 positions), CCRJC

10:00 A.M. CVCH Presentation from CEO Manuel Navarro

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

BID OPENING: Wenatchee River County Park Tree Removal

Discussion:

1. Executive Session RE: Contracts
2. Department Update

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

Discussion:

1. Executive Session RE: Potential Litigation
2. Other

Action:

1. Execution of Agreement with Mountain Barge Company for Company Creek Emergency Road Repair Project
2. Second Amendment to Interlocal Agreement with the City of Leavenworth for Critical Facility Generators Project
3. Task Order 2026-2 with Cascadia Conservation District for Lower Wenatchee Restoration Project
4. Consultant Agreement with RLR Cultural Resources LLC for Derby Creek Fish Barrier 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 on the Board of Commissioners web page.

5. Amendment to Agreement with WA Recreation and Conservation Office for White River Floodplain Design Project Time Extension
6. Amendment to Agreement with WA Recreation and Conservation Office for Peshastin Creek Rivermile 8.8 Design Project Time Extension
7. Amendment to Agreement with WA Recreation and Conservation Office for Wilson Side Channel Design Project Time Extension
8. Modification of Grant Agreement with US Forest Service for Upper Wenatchee Pilot Project Forest Resilience Project
9. Agreement with GeoSyntec for Geotechnical Engineering Study for Eagle Creek Six (6) Driveway Culvert Replacements Project
10. Notice of Award with US Bureau of Reclamation for Yaksum Water Company Pipeline Replacement Project Time Extension
11. Consultant Agreement with RLR Cultural Resources for Dry Creek (Chumstick) Project Cultural Resources Project
12. Change Order with Summitt Forests, Inc., for Stemilt X-Bound Hand Thinning Project
13. Agreement with Ecological Services for Stemilt Section 23 Burn Unit Prep and Implementation
14. Agreement with WA Department of Ecology for Washington Conservation Corps Riparian Planting Project Assistance

11:30 A.M. Jail Director Chris Sharp

Discussion:

1. Departmental Update

Action:

1. Approve Proposal and Terms & Condition Between Chelan County and NIJO

1:00 P.M. Link Transit Presentation with Don Billen

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

Tuesday, September 15, 2026

9:00 A.M. Executive Session RE: Potential Litigation

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

Discussion:

1. Event Permit - Chelanathon
2. Open Item

Action:

1. Approve Bid Award – Supplying Solid Sodium Gradation Road Salt
2. Electronically Approve Rural Arterial Program Project Agreement for Chumstick Highway, Phase VI

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

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

Public Hearing RE: ZTA 26-163 (Co-living), ZTA 26-164 (STEP housing) and ZTA 26-191 (ADUs in UGAs)

Action:

1. Resolution RE: ZTA 26-163 (Co-living)
2. Resolution RE: ZTA 26-164 (STEP housing)
3. Resolution RE: ZTA 26-191 (ADUs in UGAs)

1:00 P.M. Workshop RE: Juvenile Cost & Contracts

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

Upcoming External Commissioners' Meetings & Conferences

September 14, 2026

- 8:10 A.M. KOZI Radio Interview | Commissioner Overbay
- 6:00 P.M. Cashmere City Hall Meeting | Commissioner Smith

September 15, 2026

- 8:30 A.M. KPQ Radio Interview | Commissioner Overbay
- 3:00 P.M. Link Transit Board of Directors Regular Business Meeting | Commissioners Smith & Overbay

September 16, 2026

- 9:00 A.M. Columbia River Counties Caucus | Commissioners Smith & Overbay
- 9:00 A.M. Meeting with Mayor of Cashmere | Commissioner Smith
- 1:00 P.M. Timber Counties Caucus | Commissioner Smith
- 1:00 P.M. Veteran Advisory Board Meeting | Commissioner Overbay
- 6:00 P.M. Crail Cottages Ribbon Cutting | Commissioner Overbay

September 17, 2026

- 1:00 P.M. Lodging Tax Advisory Committee Meeting | Commissioner Smith
- 1:00 P.M. LSC Fall Meeting | Commissioner Overbay
- 3:00 P.M. Malaga Microsoft & Helion Open House | Commissioner Smith
- 7:00 P.M. Central Committee Meeting | Commissioner Overbay

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

SEPTEMBER 14, 2026

9:00 A.M.

Consent Agenda

- 1) Approval of Minutes
- 2) Vouchers as submitted and listed
- 3) Payroll Changes:
 - a) Arlene Mar, Juvenile – New Hire
 - b) Omar Sanchez, Juvenile – Transfer
 - c) John Davies, Economic Services – Promotion
 - d) Marlyn Anderson, Regional Justice Center – New Hire
 - e) Jamie Davis, Natural Resources – End of Season
 - f) Timothy Roach, Natural Resources – End of Season
 - g) Liliana Wieczorek, Auditor – New Hire



CHELAN COUNTY COMMISSIONERS MEETING MINUTES

Meeting Dates & Time:

Holiday Schedule Agenda

Tuesday, September 8, 2026 – 9:00 A.M.

Location: Chelan County Administration Building, 400 Douglas St.

Wenatchee, WA 98801

Tuesday, September 8, 2026

9:00 A.M. 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, County Treasurer David Griffiths, Clerk of the Board Anabel Torres.

Executive Session RE: Pending Litigation PA Robert Sealby

Public Comment Period

Chairman Smith opened the public comment period. Public comment was received from:

- Don & Andrea Konrath

The public comment period was closed.

Chelan County Treasure David Griffiths * Add-On

Discussion:

1. Current Foreclosure List

9:20:00 A.M. Consent Agenda

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

~~1. Approval of Minutes – Pulled~~

2. Vouchers as submitted and Listed

3. Payroll Changes:

- a) Elijah Hinkle, Juvenile – Step Increase
- b) Pedro Medina, Juvenile – Step Increase
- c) Karina Montes Oseguera – Juvenile – Step Increase
- d) Alejandro MunizArroyo – Juvenile – Step Increase
- e) Omar Sanchez Rodriguez – Juvenile – Position Change
- f) Jessica Wilson, Regional Justice Center – Longevity Increase
- g) John Wright, Regional Justice Center – Longevity Increase
- h) Lakai Berteig, Regional Justice Center – Resignation
- i) Logan Crane, Regional Justice Center – Step Increase
- j) Michael Menley, Regional Justice Center – Longevity Increase
- k) Nereo Lima, Regional Justice Center – Rehire PT-Temp
- l) Micaela Meadows, Prosecuting Attorney – Resignation
- m) Jaime Lynn Ginter, Auditor – Effective Date Change
- n) Melena Kessman, Auditor – Step Increase
- o) Stephanie Corona-Patino, Parks – Resignation

9:21:13 A.M. Board Discussion

- 1. Letter to Congressional delegation RE: Chelan County Wildfires

9:28:00 A.M. Public Works Director Eric Pierson

9:30:15 A.M. Bid Opening RE: Supplying Solid Sodium Gradation Road Salt

Bids were received as follows:

<i>Bidders</i>	Unit Price (1900 Ton)	Total Bid Including Sales Tax
<i>Salt Distributors Inc.</i>	\$155.21	\$693,180.28
Campus Minerals	No Bid	No Bid
LTI Inc.	\$159.65	\$713,009.67
Pioneer Commodities	\$137.00	\$611, 852.96

9:35:31 A.M. Bid Acceptance

Upon motion by Commissioner Overbay and second by Commissioner Hawkins, the Board of County Commissioners unanimously approved to accept the bids as presented.

Bid documents were referred to the Public Works for comprehensive evaluation to determine compliance with project requirements. A final decision will be scheduled for next week's Public Works Agenda Time.

Departmental updates continued.

9:35:50 A.M. Public Hearing RE: Vacation of a County Road Right of Way Known as Unnamed Platted County Road Adjoining Lots 5,6,7, and 10

Chairman Smith opened the public hearing. Members of the public join via Zoom and in chambers. County Engineer Eric Pierson presents staff reports of the Right-of-way Vacation Report.

Testimony Provided by:

- Jan Rowe – *Petitioner*

Chair Smith closed the public testimony period and the public hearing.

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

- *Engineers Recommendation to approve the vacation of the right away requested by the petitioner.*

Discussion:

1. Open Items

9:57:38 A.M. 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 Local Agency Agreement Supplement for the Bridge Seal Bundle Project, County Road Project 753 (CRP 753)
2. Approve Local Agency Federal Aid Prospectus for the Bridge Seal Bundle Project, County Road Project 753 (CRP 753)
3. Approve Consultant Agreement with Pacific Engineering & Design, PLLC for Burch Mountain Road Storm Drainage Condition Assessment, Stormwater Project 2033 (SD 2033)
4. Approve Easement for Culvert Maintenance on Sand Creek Road with Tristian and Katrina Streeter
5. Approve Commissioner's Notice of Hearing for the Vacation of a Right of Way Know as a Portion of A. Street – Block 32 & 33 and 16' Alley – Block 33 in Chelan Falls

9:58:28 A.M. County Administrator Cathy Mulhall

Discussion:

1. HR Director Yvonne Mayorga RE: Exempt Status

The Board reach consensus to apply the PW-25 salary scale for all exempt positions.

10:24:37 A.M. Action:

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

1. Amendment #10 Agreement for Provision of Services by and between Carelon Behavioral Health, Inc. and Chelan County
2. Resolution RE: Appointment of Wolfgang Puls and Scott Bradshaw to serve on the Chelan County Board of Equalization
3. Hiring Freeze Authorization – Public Works, Truck Driver Laborer
4. Notice of Hearing RE: Debatable Emergency and Supplemental Budget Appropriation

10:24:49 A.M. Action:

Upon motion by Commissioner Overbay, seconded by Commissioner Smith, the Board of County Commissioners approved the action items as presented. The motion carried by a vote of 2-1, with Commissioner Hawkins opposed.

1. Hiring Freeze Authorization –District Court, Admin Supervisor II - * Add-On

Continued Administrative Updates

10:29:40 A.M. Recessed

11:00:59 A.M. The Board returned to regular session.

11:01:00 A.M. Community Development Director Deanna Walter

Discussion:

1. Departmental Updates

11:05:16 A.M. 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. Refund Request – BP 240440
2. ADU Conversion Waiver - *Add-On

Board Discussion

11:09:45 A.M. Action

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

11:14:18 A.M. 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 to Congressional delegation RE: Chelan County Wildfires

The Board reach consensus to lowering flags to half-staff for 57 hours in remembrance of the 57 individuals who were laid to rest during the Coroner's office graveside service.

11:29:31 A.M. Adjourned

The Board of County Commissioners adjourned until Monday, September 14, 2026

Weekly Voucher Approval for Payment

<i>Current Expense</i>	\$1,000,326.45
<i>Other Funds</i>	\$487,822.27
<i>Total all Funds</i>	\$1,488,148.72

BOARD OF COMMISSIONERS FOR CHELAN COUNTY

Shon Smith, Chairman

Anabel Torres, Clerk of the Board

CHELAN COUNTY AUDITOR - WEEKLY VOUCHER APPROVAL BY FUND**Issue Date: 9/18/2026**

010	Current Expense	
001	Use tax	696.45
010	Assessor	25,396.77
015	Auditor	6,852.74
030	Human Resources	46.83
040	Clerk	464.35
045	Commissioners	1,903.90
050	Coroner	921.58
052	Information Technology	220.00
055	Facilities Maintenance	50,976.29
065	District Court	584.19
075	Extension	1,945.02
085	Juvenile	9,639.62
105	Non-Departmental	97,321.86
140	Prosecuting Attorney	1,979.37
145	Sheriff	22,753.04
155	Superior Court	6,980.22
	Current Expense	228,682.23
101	Solid Waste	16,865.79
103	Solid Waste Planning	1,195.71
110	County Roads	4,364.01
117	Boating Safety	1,184.87
118	Wenatchee River County Park	1,611.13
124	Farm Worker Housing	6,039.66
140	Cashmere Dryden Airport	30.98
142	Columbia River Drug Task Force	570.39
145	Law Library	580.00
150	Regional Justice Center	64,263.38
160	Mental Health & Retardation	431.90
163	Community Services & Housing	153,728.16
170	Tourist & Convention	112,806.67
180	Natural Resources Department	86,490.65
185	RJC Prisoner	1,239.12
190	Criminal Justice Sales Tax	23,152.60

302	REET 2 Capital Improvement	674,272.43
510	Equipment Rental & Revolving	24,009.95
525	Industrial Insurance	11,465.57
530	Motor Pool	25,152.00
699	County Agency	1,198.28
Total of Other Funds:		1,210,653.25
Grand Total of All Funds:		1,439,335.48

We, the undersigned, duly elected Board of Chelan County Commissioners, hereby certify that we have examined and approved payment for goods and services for accounts payable on this _____ day of _____ 2026.

_____	Date: _____
_____	Date: _____
_____	Date: _____



Employee Payroll Change Notice

EFFECTIVE DATE: 09/17/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Arlene Mar

Department Juvenile Detention

Position Title Juvenile Custody Officer

Pay Grade PW06 Pay Step 3

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

Account Number 010.085.52760.11.365 (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

\$ 4,566.00 / month
\$54,792.00 / year

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: 10/1/2027
Step 5: 10/1/2028
Step 6: 10/1/2030
Step 7: 10/1/2032
Step 8: 10/1/2034

SIGNATURES

Department Authorization _____

Date 9/8/2026

Human Resources Review _____

Date 09/10/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 9/16/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005278 (leave blank if new employee)
Name Omar Sanchez
Department Juvenile Detention
Position Title Relief Worker
Pay Grade N/A Pay Step N/A
Status Part-time Union Non-bargaining
(full time, part time, temp)
Account Number 010.085.52760.11.999 (required)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Omar is moving from FT to PT-Temp
\$22.00 / hour
no benefits, accrual of WA Sick only

STEP SCHEDULE (New Emp)

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

SIGNATURES

Department Authorization

Date 9/9/2026

Human Resources Review

Date 09/10/2026

Commissioner Approval

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 9/14/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006239 (leave blank if new employee)
Name Jon Davies
Department Economic Services
Position Title Homeless Program Supervisor
Pay Grade PW14 Pay Step 3
Status Full Time Union Non-Barg
(full time, part time, temp)
Account Number 163.001.56540.11.002 (required)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: 9/1/27
Step 5: 9/1/28
Step 6: 9/1/30
Step 7: 9/1/32
Step 8: 9/1/34

SIGNATURES

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

Date 9/3/36
Date 09/10/2026
Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 09/21/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Marlyn Anderson

Department Regional Justice Center

Position Title Corrections Deputy

Pay Grade S062

Pay Step Step 4

Status Full Time

(full time, part time, temp)

Union AFSCME 846-CD

Account Number 150.001.52360.11.693 (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

Mr. Anderson has a college degree and will receive a 1% Educational Incentive. His rate is: \$6,413.66.

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization

Date 9/3/26

Human Resources Review

Date 09/10/2026

Commissioner Approval

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 9/30/26
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006221 (leave blank if new employee)

Name Jamie Davis

Department Natural resources

Position Title Field assistant

Pay Grade _____ Pay Step _____

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

Account Number 180.001.55490.11.999 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
- ☐ Promotion
- ☐ Step Increase
- ☐ Transfer
- ☐ Reclassification
- ☐ Termination
- ☐ Retirement
- ☐ Remove From Eden
- ☐ Resignation
- ☒ Other end of season

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

end of season, effective 9/30/26

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

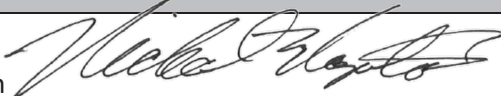
Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization 

Date 9/3/2026

Human Resources Review 

Date 09/10/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 9/30/26
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006220 (leave blank if new employee)

Name Timothy Roach

Department Natural resources

Position Title Field assistant

Pay Grade _____ Pay Step _____

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

Account Number 180.001.55490.11.999 (required for new hires)

REASON FOR CHANGE

- ☐ New Hire*
☐ Promotion
☐ Step Increase
☐ Transfer
☐ Reclassification
☐ Termination
☐ Retirement
☐ Remove From Eden
☐ Resignation
☒ Other end of season

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

End of season, effective 9/30/26

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization 

Date 9/3/2026

Human Resources Review 

Date 09/10/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 9/21/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 003740 (leave blank if new employee)
Name Liliana Wieczorek
Department Auditor
Position Title Chief Accountant
Pay Grade pw21 Pay Step 4
Status full time Union Courthouse
(full time, part time, temp)
Account Number 010.015.51423.11.149 (required)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: _____
Step 3: _____
Step 4: _____
Step 5: 10/1/2027
Step 6: 10/1/2029
Step 7: 10/1/2031
Step 8: _____

SIGNATURES

Department Authorization _____

Date 9/1/2026

Human Resources Review _____

Date 09/10/2026

Commissioner Approval _____

Date _____

SHERIFF AGENDA
September 14, 2026

DISCUSSION ITEMS:

1. Department Update

ACTION ITEMS:

1. Sheriff and Undersheriff Pay and Benefits Adjustment



Mike Morrison | Sheriff

Law and Justice Building | 401 Washington St. #1 | Wenatchee, WA 98801
Office (509) 667-6851 | Fax (509) 667-6860

To: Board of County Commissioners
From: Sheriff
Subject: 2026 Compensation and Benefit Equity Sheriff and Undersheriff

Date: 08/26/2026

Commissioners,

I appreciate BOCC's work to balance employee compensation, departmental needs, and fiscal responsibility. With that in mind, I respectfully ask the BOCC to consider two modest adjustments to the Undersheriff and I's 2026 compensation: maintaining the historical \$125 monthly VEBA contribution and providing an additional 1% salary adjustment, bringing our total 2026 increase to 3%, consistent with Deputies and Commissioned Supervisors (No Back Pay Requested).

I understand the County's position that the current CBA does not provide additional VEBA tied to the Teamsters Welfare Trust because the Undersheriff and I are not eligible for that benefit. However, this request is not for a new benefit; it is simply to maintain the \$125 monthly contribution that has historically been provided, particularly given that certain retirement medical benefits available to employees are not available to us.

The salary request is similarly about maintaining the County's historical compensation relationship. From 2014 through 2025, the Sheriff and Undersheriff's compensation was intentionally tied to the Commissioned Supervisors they lead, while maintaining an appropriate separation between the positions. Resolution 2013-2 specifically recognized the importance of that relationship. The County later returned to the elected-official/judicial salary methodology originally adopted in 2006, which had previously been abandoned when it contributed to compensation disparities.

For 2026, that methodology results in 3% for Deputies and Commissioned Supervisors, 2% for the Sheriff and Undersheriff, and 6% for certain administrative command positions (Chief of Patrol and Chief of Operations), creating renewed compensation compression. The requested additional 1% is not intended as preferential treatment, but to keep the Undersheriff and I aligned with the Commissioned Supervisors who have historically served as the benchmark for our compensation and benefits.

Accordingly, I respectfully ask the BOCC to consider whether maintaining the \$125 monthly VEBA contribution and providing the additional 1% salary adjustment is appropriate to preserve the historical compensation relationship and reasonable internal equity. The Undersheriff and I remain committed to serving Chelan County and appreciate the Board's consideration of this request.

Respectfully,

Mike Morrison

Chelan County Sheriff

Undersheriff
Dan Ozment



Chief of Operations
Ryan Moody



Chief of Patrol
Seth Buhler



Chief Civil Deputy
Brenna Wyatt



Executive Assistant
April Moore

RESOLUTION NO. 2013- 2

Re: Establishing Sheriff's Salary
Amending Resolution 2013-81

WHEREAS, the 43rd Regular Session of the Washington State Legislature amended Section 36.16.032 and 36.17.010 RCW; and

WHEREAS, said amendments designate the legislative bodies of the counties in the State of Washington as being authorized to set salaries for elected officials within their respective jurisdictions provided that said salaries shall not be reduced below the amount which each official was receiving on January 1, 1973; and

WHEREAS, on October 14, 2013 the Board of County Commissioners set the salary of the Sheriff as well as other elected officials through the passage of Resolution 2013-81 ,

WHEREAS, the Commission has now determined that the salary of the Sheriff should be related to the salaries of the subordinates in the Sheriff's Office and there should be a specific percentage separation between the Sheriff and his subordinate command staff.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Resolution 2013-81 shall be amended setting the annual salary of the Chelan County Sheriff at 2% above the regular salary of the Undersheriff.

BE IT FURTHER RESOLVED the Commissioned Chiefs shall receive a salary that is 3% above the regular Step 9 salary of a Sergeant; and the Undersheriff shall receive a salary that is 2% above the regular salary of a Commissioned Chief.

DATED at Wenatchee, Washington this 6th day of January, 2014.



ATTEST: CARLY E. DUNKLEY

Carly E. Dunkley
Clerk of the Board

BOARD OF CHELAN COUNTY COMMISSIONERS

ABSENT

DOUG ENGLAND, CHAIRMAN

Ron Walter

RON WALTER, COMMISSIONER

Keith W. Goehner

KEITH W. GOEHNER, COMMISSIONER

RESOLUTION NO. 2017- 126

Re: Establishing Sheriff's Salary
Amending Resolution 2014-2

WHEREAS, on January 6, 2014 the Board of County Commissioners set the salary of the Sheriff and his command staff through the passage of Resolution 2014-2; and

WHEREAS, the Commission has now determined that additional salary separation is needed between the chiefs and their subordinates.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Resolution 2014-2 shall be amended, setting the annual salary of a Commissioned Chief to be 5% above the regular step 9 salary of a Sergeant.

BE IT FURTHER RESOLVED the Undersheriff shall continue to receive a salary that is 2% above the regular salary of a Commissioned Chief, and the Sheriff shall continue to receive a salary that is 2% above the regular salary of the Undersheriff.

Effective after December 31, 2017.

DATED at Wenatchee, Washington this 26th day of December, 2017.



BOARD OF CHELAN COUNTY COMMISSIONERS

Keith W. Goehner
KEITH W. GOEHNER, CHAIRMAN

ATTEST: CAROL E. BAITY

KEVIN OVERBAY, COMMISSIONER

Carol E. Baity
Clerk of the Board

Doug England
DOUG ENGLAND, COMMISSIONER

RESOLUTION NO. 2013- 2

Re: Establishing Sheriff's Salary
Amending Resolution 2013-81

WHEREAS, the 43rd Regular Session of the Washington State Legislature amended Section 36.16.032 and 36.17.010 RCW; and

WHEREAS, said amendments designate the legislative bodies of the counties in the State of Washington as being authorized to set salaries for elected officials within their respective jurisdictions provided that said salaries shall not be reduced below the amount which each official was receiving on January 1, 1973; and

WHEREAS, on October 14, 2013 the Board of County Commissioners set the salary of the Sheriff as well as other elected officials through the passage of Resolution 2013-81 ,

WHEREAS, the Commission has now determined that the salary of the Sheriff should be related to the salaries of the subordinates in the Sheriff's Office and there should be a specific percentage separation between the Sheriff and his subordinate command staff.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Resolution 2013-81 shall be amended setting the annual salary of the Chelan County Sheriff at 2% above the regular salary of the Undersheriff.

BE IT FURTHER RESOLVED the Commissioned Chiefs shall receive a salary that is 3% above the regular Step 9 salary of a Sergeant; and the Undersheriff shall receive a salary that is 2% above the regular salary of a Commissioned Chief.

DATED at Wenatchee, Washington this 6th day of January, 2014.



ATTEST: CARLY E. DUNKLEY

Carly E. Dunkley
Clerk of the Board

BOARD OF CHELAN COUNTY COMMISSIONERS

ABSENT

DOUG ENGLAND, CHAIRMAN

Ron Walter
RON WALTER, COMMISSIONER

Keith W. Goehner
KEITH W. GOEHNER, COMMISSIONER

RESOLUTION NO. 2019- 49

Re: Establishing Sheriff's Salary
Amending Resolution 2017-126

WHEREAS, on December 26, 2017 the Board of County Commissioners set the salary of the Sheriff and his command staff through the passage of Resolution 2017-126; and

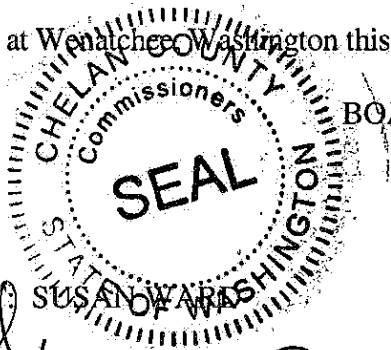
WHEREAS, the Commission has now determined that additional salary separation is needed between the chiefs and their subordinates.

NOW, THEREFORE, BE IT HEREBY RESOLVED that Resolution 2017-126 shall be amended, setting the annual salary of a Commissioned Chief to be 10% above the regular step 9 salary of a Sergeant.

BE IT FURTHER RESOLVED the Undersheriff shall continue to receive a salary that is 2% above the regular salary of a Commissioned Chief, and the Sheriff shall continue to receive a salary that is 2% above the regular salary of the Undersheriff.

Effective after May 1, 2019.

DATED at Wenatchee, Washington this 22nd day of April, 2019.



BOARD OF CHELAN COUNTY COMMISSIONERS

ATTEST: SUSAN WABA

Deputy Clerk of the Board

KEVIN OVERBAY, CHAIRMAN

DOUG ENGLAND, COMMISSIONER

BOB BUGERT, COMMISSIONER

From: Brandt Cappell <Brandt.Cappell@CO.CHELAN.WA.US>
Sent: Monday, August 17, 2026 4:30 PM
To: Nicole C. Thompson <NicoleC.Thompson@CO.CHELAN.WA.US>; Scott Renick <Scott.Renick@CO.CHELAN.WA.US>; Brenna Wyatt <Brenna.Wyatt@CO.CHELAN.WA.US>; Human Resources <Human.Resources@CO.CHELAN.WA.US>; Cathy Mulhall <Cathy.Mulhall@CO.CHELAN.WA.US>; Michael L. Morrison <Michael.Morrison@CO.CHELAN.WA.US>
Cc: April Moore <April.Moore@co.chelan.wa.us>
Subject: RE: Other VBAs

So we are all on the same page. Morrison and Ozment will have the county VEBA contribution turned off fully for the next four months. For the January 2026 paycheck, it will be turned on at \$25, then turned on fully to \$75 going forward. They were overpaid for 7 months at \$50 a month (\$125 instead of \$75).

Sincerely,

Brandt Cappell

Chelan County Auditor

Brandt.Cappell@co.chelan.wa.us

509-667-6802



This email is subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56

From: Nicole C. Thompson <NicoleC.Thompson@CO.CHELAN.WA.US>
Sent: Monday, August 17, 2026 9:18 AM
To: Scott Renick <Scott.Renick@CO.CHELAN.WA.US>; Brenna Wyatt <Brenna.Wyatt@CO.CHELAN.WA.US>; Brandt Cappell <Brandt.Cappell@CO.CHELAN.WA.US>; Human Resources <Human.Resources@CO.CHELAN.WA.US>; Cathy Mulhall <Cathy.Mulhall@CO.CHELAN.WA.US>; Michael L. Morrison <Michael.Morrison@CO.CHELAN.WA.US>
Cc: April Moore <April.Moore@co.chelan.wa.us>
Subject: RE: Other VBAs

Sounds good. Sheriff, or Brenna, can you please communicate that to staff?

Thank you



Nicole C. Thompson

Chelan County Budget Director

Phone: (509) 667-6686

NicoleC.Thompson@co.chelan.wa.us

From: Scott Renick <Scott.Renick@CO.CHELAN.WA.US>
Sent: Monday, August 17, 2026 9:04 AM
To: Nicole C. Thompson <NicoleC.Thompson@CO.CHELAN.WA.US>; Brenna Wyatt <Brenna.Wyatt@CO.CHELAN.WA.US>; Brandt Cappell <Brandt.Cappell@CO.CHELAN.WA.US>; Human Resources <Human.Resources@CO.CHELAN.WA.US>; Cathy Mulhall <Cathy.Mulhall@CO.CHELAN.WA.US>; Michael L. Morrison <Michael.Morrison@CO.CHELAN.WA.US>

Cc: April Moore <April.Moore@co.chelan.wa.us>

Subject: RE: Other VBAs

Okay, they were getting \$125. So, they will not be receiving our contribution until the difference is caught up

From: Nicole C. Thompson <NicoleC.Thompson@CO.CHELAN.WA.US>

Sent: Monday, August 17, 2026 8:41 AM

To: Scott Renick <Scott.Renick@CO.CHELAN.WA.US>; Brenna Wyatt <Brenna.Wyatt@CO.CHELAN.WA.US>; Brandt Cappell <Brandt.Cappell@CO.CHELAN.WA.US>; Human Resources <Human.Resources@CO.CHELAN.WA.US>; Cathy Mulhall <Cathy.Mulhall@CO.CHELAN.WA.US>

Cc: April Moore <April.Moore@co.chelan.wa.us>

Subject: RE: Other VBAs

Oops, sorry. Just looked at the one Brenna had attached. That shows they follow the Sheriff Supervisors for insurance as well. They get the \$75 for VEBA as well.



Nicole C. Thompson

Chelan County Budget Director

Phone: (509) 667-6686

NicoleC.Thompson@co.chelan.wa.us

From: Scott Renick <Scott.Renick@CO.CHELAN.WA.US>

Sent: Monday, August 17, 2026 8:31 AM

To: Brenna Wyatt <Brenna.Wyatt@CO.CHELAN.WA.US>; Brandt Cappell <Brandt.Cappell@CO.CHELAN.WA.US>; Human Resources <Human.Resources@CO.CHELAN.WA.US>; Nicole C. Thompson <NicoleC.Thompson@CO.CHELAN.WA.US>; Cathy Mulhall <Cathy.Mulhall@CO.CHELAN.WA.US>

Cc: April Moore <April.Moore@co.chelan.wa.us>

Subject: RE: Other VBAs

So, it does not have a section where the individual receives no VEBA? I believe The Sheriff and Undersheriff would receive whatever the negotiated amounts were for the Deputies and the Supervisors. So, that mean their VEBA should have been \$75 for County commitment and therefor adjusted. Unless there is some other agreement in place.

From: Brenna Wyatt <Brenna.Wyatt@CO.CHELAN.WA.US>

Sent: Friday, August 14, 2026 4:21 PM

To: Scott Renick <Scott.Renick@CO.CHELAN.WA.US>; Brandt Cappell <Brandt.Cappell@CO.CHELAN.WA.US>; Human Resources <Human.Resources@CO.CHELAN.WA.US>; Nicole C. Thompson <NicoleC.Thompson@CO.CHELAN.WA.US>; Cathy Mulhall <Cathy.Mulhall@CO.CHELAN.WA.US>

Cc: April Moore <April.Moore@co.chelan.wa.us>

Subject: RE: Other VBAs

Hi,

Do Ryan Moody and Seth Buhler receive VEBA? See attached Admin CBA – I didn't see it mentioned in there.

Here is the VEBA section for Campus Security's Appendix D, also attached. That explains why they have differing amounts.

1. The County shall provide a VEBA plan contribution in the amount of:
 - A. \$200.00 per month for Campus Security employees who have insurance for the employees only.
 - B. \$100.00 per month for Campus Security employees who have insurance for the employee and spouse only.
 - C. \$100.00 per month for Campus Security employees who have insurance for the employee and child(ren) only

I do not have documentation regarding where the Sheriff and Undersheriff fall regarding benefits.

Thanks,



Brenna Wyatt

Chief Civil Deputy, Chelan County Sheriff's Office

401 Washington St. Level 1, Wenatchee, WA 98801

Office: 509-667-6853 Cell: 509-630-8788

brenna.wyatt@co.chelan.wa.us

www.co.chelan.wa.us/sheriff

From: Scott Renick <Scott.Renick@CO.CHELAN.WA.US>

Sent: Friday, August 14, 2026 3:17 PM

To: Brandt Cappell <Brandt.Cappell@CO.CHELAN.WA.US>; Human Resources

<Human.Resources@CO.CHELAN.WA.US>; Brenna Wyatt <Brenna.Wyatt@CO.CHELAN.WA.US>; Nicole

C. Thompson <NicoleC.Thompson@CO.CHELAN.WA.US>

Subject: Other VBAs

I am documenting these as I go so we know what their VBA should be. Anyone with VBA 106, I changed to \$75. Others, documented below, we will have to see:

Ryan Moody – VBA 108 - \$125

Michael Morrison – VBA 108 - \$125

Seth Buhler – VBA 108 - \$125

Scott Kenoyer – VBA 109 – Campus Security \$100.00

Michael Kenny – VBA 109 - \$200.00

Daniel Ozment – VBA 108 - \$125.00

Elgin Shaw – No VBA

Questions: Why do we provide different amounts to Campus Security?

Does the new CBA, cover the VBA for everyone who has VBA 108?

For the Sherriff, shouldn't his follow the Deputies? He was following them, but they now only get \$75 as the contribution. Should he change

ARTICLE 13 – WAGES

- 13.1 Wages: Employees covered by this Agreement shall receive wages increases as follows:
- | | | |
|-----------------|----|---------------|
| January 1, 2026 | 3% | Wage Increase |
| January 1, 2027 | 3% | Wage Increase |
| January 1, 2028 | 3% | Wage Increase |
- A. All promotions shall be elevated to the appropriate pay scale on the first of the month following that promotion.
- B. When any new position not listed on the wage schedule is established, the County may designate a job classification and pay rate for the position. In the event the Union does not agree with the classification and/or pay rate, the County agrees to meet and negotiate the matter.
- 13.2 Longevity. Employees shall receive longevity increases in accordance with the schedule attached in Appendix A.
- 13.3 Out of Class Pay: All employees working as an acting supervisor shall receive out-of-class pay for all hours worked, provided that a minimum of four (4) hours are worked in one day. The out of class pay is one-half (1/2) the difference between the employee's regular salary and the out of class level (at the same step). Acting Supervisors are not civil service positions. This section does not apply to employees in the Corporal classification serving temporarily as Sergeants.
- 13.4 Shift Differential Pay: An employee with a regular schedule who is assigned to the "night" shift shall receive a four percent (4%) increase, to be added to their regular monthly pay for each month so assigned.
1. The employer shall designate day shifts and night shifts as part of the annual bid process in October of the prior year.
- 13.5 Education Incentive. Effective January 1, 2023, Employees that obtain a four (4) year college degree through a nationally accredited institution (Bachelor of Arts, Bachelor of Science or the equivalent) will be provided a four percent (4%) increase to gross pay. Employees that obtain a two-year AA Degree through a nationally accredited institution will be provided with a two (2%) increase to gross pay.

- 10.5 VEBA Account. Upon ratification and signature by both parties, the County shall make a \$75.00 monthly contribution to employee VEBA accounts.
1. The Employer shall deduct from each employee's wage on a monthly basis an additional \$100.00 and remit it to the VEBA.
 2. The Employer agrees to adjust the employee payroll deduction on an annual basis by majority vote of the bargaining unit. The Union shall notify the Employer, in writing by November 1st, of any requested change in the Employee VEBA contribution for the next calendar year.
- 10.6 Upon ratification and signature by both parties, The County shall pay on behalf of each employee up to \$94.85. to the Retiree's Welfare Trust for the purpose of retirement medical health care.

ARTICLE 11 - ANNUAL LEAVE

- 11.1 Annual leave is earned by a full-time employee of Chelan County at the rate of eight (8) hours for each month of completed service. For part-time employees, leave is earned at a rate in proportion to their part-time work. Temporary employees do not earn annual leave. Annual leave will not be utilized until a new employee has served a minimum of six (6) consecutive months. A new employee is defined as a new employee, a reemployed person with more than a six-month break in service, or a laid off employee who is recalled more than twelve (12) months after the date of layoff.
- 11.2 Full-time employees earn eight (8) hours of annual leave in their first employment month if employed on or before the fifteenth (15th) of the month. Terminating employees earn eight (8) hours of annual leave their final employment month if



CHELAN COUNTY ADMINISTRATOR CATHY MULHALL

Meeting Date & Time:

Monday, September 14, 2026

Discussion:

1. Administrative Update

Action:

1. Resolution RE: Designation of Appointments to the Washington Counties Risk Pool.
2. Evergreen Forest County Group Memorandum of Agreement 2027(Weidner)
3. Request to Reclass a position: Veteran Service Officer Supervisor
4. Hiring Freeze Authorization – Staff Engineer, Public Works
5. Hiring Freeze Authorization – Corrections Deputy (2 positions), CCRJC

Chelan County

RESOLUTION _____

IN THE MATTER OF CONTINUING RELATIONSHIPS WITH THE WASHINGTON COUNTIES RISK POOL AND THE RELATED APPOINTMENTS AND DESIGNATIONS OF/FOR EACH MEMBER COUNTY.

WHEREAS, several Washington counties agreed to the creation of the Washington Counties Risk Pool (“Pool”), organized and operating under Chapters 48.62 and 39.34 RCW, to provide to its member counties programs of joint self-insurance, joint purchasing of insurance, and joint contracting for or hiring of personnel to provide risk management, claims handling, and administrative services; and

WHEREAS, the Pool’s Interlocal Agreement and Bylaws, and policies of its Board of Directors require appointees and/or designees from each member county; that is:

- a) **Director / Alternate Director** (*Article 8 of the Interlocal Agreement and Article 2 of the Bylaws*) – officers or employees of each Pool member county that are appointed by and serve at the pleasure of the respective county’s legislative authority;
- b) **County Risk Manager** (*Article 11(b) of the Interlocal Agreement*) – an employee of each Pool member county appointed to serve as a liaison between the County and the Pool as to risk management and who is responsible for the risk management function within the County;
- c) **County Safety Officer** (*Article 11(c) of the Interlocal Agreement*) – an active employee designated by each Pool member county who, along with a related committee, are maintained to consider all recommendations concerning the development and implementation of a loss control policy to prevent unsafe practices; and
- d) **County Claims Administrator** (*sections B.6, C and E.1.b of the Pool Board of Directors’ Claims Handling Policies and Procedures*) – each Pool member county’s must designate someone to administer civil claims, with whom incidents should be immediately reported to, who is responsible for sending all claims and lawsuits and reporting various known incidents to the Pool, and with whom the Pool will coordinate the County’s claims administration;

NOW, THEREFORE, BE IT RESOLVED... that Chelan County hereby confirms the appointment or designation of the following individuals for the applicable and required relationships with the Washington Counties Risk Pool:

WCRP Relationship	Name	County Position	Email	Telephone #
Director:	Kevin Overbay	Commissioner	Kevin.overbay@co.chelan.wa.us	509-667-6215
Alternate Director:	Cathy Mulhall	County Administrator	Cathy.Mulhall@co.chelan.wa.us	509-667-6216
Risk Manager:	Cathy Mulhall	County Administrator	Cathy.Mulhall@co.chelan.wa.us	509-667-6216
Claims Administrator:	Laura Brown	Office Administrator	Laura.Brown@co.chelan.wa.us	509-667-6204
Safety Officer:	Yvonne Mayorga	Human Resources Director	Yvonne.mayorga@co.chelan.wa.us	509-667-6311
Prosecuting Attorney:	Robert Sealby	Prosecuting Attorney	Robert.Sealby@co.chelan.wa.us	509-667-6201

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its passage and shall supersede any prior conflicting action(s); and

BE IT STILL FURTHER RESOLVED that the clerk of this body shall forward a copy of this resolution, once completed, to the attention of Executive Director Derek Bryan at the Washington Counties Risk Pool, 2558 R W Johnson Rd. SW, Suite 106, Tumwater, WA 98512-6113.

DATED this 14th day of September 2026.

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

ATTEST: ANABEL

KEVIN OVERBAY, COMMISSIONER

Clerk of the Board

BRAD HAWKINS, COMMISSIONER

**MEMORANDUM OF AGREEMENT
ON BEHALF OF CHELAN COUNTY, A MEMBER
OF THE EVERGREEN FOREST COUNTY GROUP
A Rural Public Lands County Council Affiliate
2027**

I. PARTIES

This Memorandum of Agreement is by and between Robert K. Weidner, hereinafter “Weidner”, with offices in the Washington, D.C. area and Chelan County, hereinafter “the County”.

II. RESPONSIBILITIES

Pursuant to the terms of this Memorandum of Agreement, Weidner will serve as Washington, D.C. government relation’s advisor to Chelan County and other counties of the Evergreen Forest County Group hereinafter “Evergreen”. In this role, Weidner will report to and receive guidance from Evergreen Group Members & Commissioners of participating counties including:

- A. Monitoring and information gathering with the Administration and Congress with respect to matters in which the counties may have interest. Specifically, Weidner will closely monitor and provide information on matters affecting public lands within member counties.
- B. Lobbying Congress and departments of the executive Branch of the government including the Department of the Interior, the Office of Management and Budget, the Department of Energy, the Environmental Protection Agency, and the Department of Agriculture with respect to matters, which affect member counties. This will involve arranging meetings for officials of the member counties with officials of these departments as necessary; the preparation of testimony and briefing papers; assisting in devising strategy; the implementation of that strategy with respect to House and Senate Committees; and liaison work with key committee members of the House and Senate Committees as well as Committee staff.
- C. In addition to those activities described in “B” above, this will include working with members and staffs of relevant Congressional Committees on an on-going basis on behalf of member counties.
- D. Providing regular briefings to the Evergreen Executive Committee and member counties following the guidelines set forth by the Executive Committee.

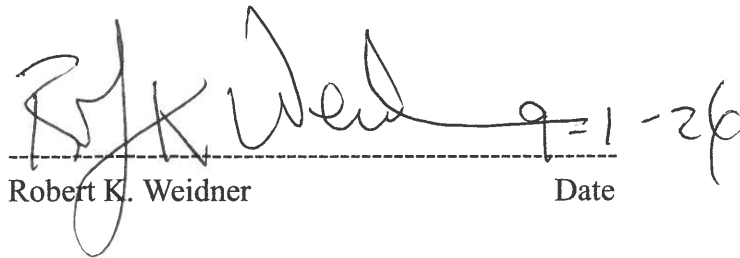
- E. Provide periodic updates on issues and activities, which affect Evergreen member counties.

III. DURATION

This Memorandum of Agreement shall remain in effect from January 1, 2027, until December 31, 2027. However, either party may cancel this contract with sixty days' notice without cause.

IV. FEES

PLEASE MAKE CHECK PAYABLE TO Robert K. Weidner. In consideration of the above-referenced services to be performed by Weidner, the County agrees to pay Weidner \$25,000.00 in January of 2027. Should this contract be terminated early, pursuant to the provision of III, above, and then compensation for Weidner's services shall be computed based upon the number of hours actually expended by Weidner multiplied by an hourly rate of \$450.00 per hour. Provided, however, that in no event shall the fees incurred exceed the total amount stated above unless agreed to by the two parties.



Robert K. Weidner Date 9-1-26

On behalf of Chelan County Date



Request for Authorization to Allow HR to Classify Positions Outside of Resolution 2025-29 Timeline

Date: 09/09/2026

To: Board of County Commissioners

From: Ron Cridlebaugh

Department: Economic Services

Subject: *Request to Authorize Human Resources to Classify a Position Outside of Resolution 2025-29 Timeline (Exhibit B)*

Purpose of Request

Pursuant to Chelan County's reclassification policy and Resolution 2025-29 (Exhibit B), this request seeks Board authorization to allow Human Resources to conduct a classification review outside of the standard evaluation window.

Request Type:

☒ Reclassification ☐ New Position

Justification and Reason for Off-Cycle Request

- Current Position Title or (*Proposed*): Veteran Service Officer Supervisor
- Current Classification (*if applicable*): PW 14
- Proposed Classification: PW 18
- Funding Source: Veteran Relief Fund
- Is funding available within current budget? ☒ Yes ☐ No

Reason for Request Outside of Timeline: New Need Emerged

[Describe the unique operational, organizational, or compliance-based reason necessitating outside the standard May 1–15 reclassification window per Exhibit B. Be concise and factual.]

In the 2027 budget, it was being proposed for the Veteran Service Officer Supervisor position to be elevated to a PW 18. This was prior to the current Veteran Service Officer resigning. His last day will be October 31st. Rather than fill the position, we are looking to eliminate the Admin Assistant position, promote the admin to VSO, and hire for the VSO Supervisor. We do not want to fill the VSO Supervisor position until it is at the PW we believe it should be. There are more duties and responsibilities than originally proposed for the VSO Supervisor at a PW 14. The revised job description details more overhead responsibility, case management, and oversight over the office. There needs to be a supervisor in the office that is an accredited VSO. At this time, the VSO staff direct reports to the Community Services Manager who is not an accredited VSO. She cannot assist with claims if they are being rejected or if there is an issue. This is impacting the level of service we are able to provide. We believe with the level of responsibility proposed and for what is absolutely needed at the office, the PW should be at a PW 18. The position is entirely funded from the Veteran Relief Fund, and it is sustainable.

Request for Authorization to Allow HR to Classify Positions Outside of Resolution 2025-29 Timeline

Dept. Head/Elected/Appointed (Print Name)

Ron Cridlebaugh

Signature

Ron Cridlebaugh
Ron Cridlebaugh (Sep 9, 2025 09:58:17 PDT)

Board of County Commissioners Approval/Denial

The Board of County Commissioners authorizes Human Resources to proceed with classification of this position outside of the Exhibit B timeline based on the justification provided.

Commissioner (Print Name)

Signature

☐ Approved ☐ Denied

Date of BOCC Action: _____

Request for Exception - Position Classification

Final Audit Report

2026-09-09

Created:	2026-09-09
By:	Human Resources (human.resources@co.chelan.wa.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcX3AKufMzc6R6iVIQB1WiPUfx7aCNvxQ

"Request for Exception - Position Classification" History

-  Web Form created by Human Resources (human.resources@co.chelan.wa.us)
2025-07-22 - 11:58:15 PM GMT
-  Web Form filled in by Ron Cridlebaugh (ron.cridlebaugh@co.chelan.wa.us)
2026-09-09 - 4:58:18 PM GMT
-  Email verification link emailed to Ron Cridlebaugh (ron.cridlebaugh@co.chelan.wa.us)
2026-09-09 - 4:58:20 PM GMT
-  Email viewed by Ron Cridlebaugh (ron.cridlebaugh@co.chelan.wa.us)
2026-09-09 - 4:59:13 PM GMT
-  E-signature verified by Ron Cridlebaugh (ron.cridlebaugh@co.chelan.wa.us)
2026-09-09 - 4:59:14 PM GMT
-  Agreement completed.
2026-09-09 - 4:59:14 PM GMT



AUTHORIZATION REQUEST FORM – EXCEPTION TO HIRING FREEZE

Effective November 3, 2025 *(End Date to Be Determined)*

Instructions for Submission

- Complete this form and attach any supporting documentation.
- Submit to the Human Resources Department for initial review.
- Human Resources will forward the request to the County Administrator and Board of Commissioners for final authorization.

Section 1 – Department Information

Department Name: Public Works

Department Head: Eric Pierson

Date of Request: 9/10/2026

Section 2 – Position Information

Position Title: Staff Engineer

Position Type: ☒ Full-Time ☐ Part-Time

Position Status: ☐ New Position ☒ Replacement Position

Number of Positions Requested: 1

Classification/Pay Grade: PW25

Section 3 – Justification for Exception

Please select the applicable exception type:

- ☐ Grant Funded Position Provide the grant name, grant amount, funding source, and expiration date in the justification narrative below.
- ☒ Critical to Operations Provide a detailed justification explaining why this position is essential to maintaining critical services, public safety, or operational continuity in the justification narrative below.

Justification Narrative:

(Attach additional pages if necessary)

Given our workload on the engineering side, filling the staff engineer at this time would help our required engineering and inspection on multiple grant projects and general engineering work. We currently have the budget and with this position we will be able to self-perform some tasks we are forced to go out to consultants for that cost multiple times more than the salary for this position.

Section 5 – Department Head Certification

I certify that the information provided above is accurate and that this position meets the criteria for an exception as defined in the County's Hiring Freeze Memo dated November 3, 2025.

Department Head / Elected or Appointed Official

Print Name: Eric Pierson

Signature:  Date: 9/10/26

Section 7 – Board of Commissioners Action

☐ Approved

☐ Denied

Commissioner Signatures:

Commissioner: _____ Date: _____

Commissioner: _____ Date: _____

Commissioner: _____ Date: _____



AUTHORIZATION REQUEST FORM – EXCEPTION TO HIRING FREEZE

Effective November 3, 2025 (Per County Hiring Freeze Memo)

Instructions for Submission

- Complete this form and attach any supporting documentation.
- Submit to the **Human Resources Department** for initial review.
- Human Resources will forward the request to the **County Administrator** and **Board of Commissioners** for final authorization.

Section 1 – Department Information

Department Name: CCRJC

Department Head / Elected or Appointed Official: Chris Sharp

Date of Request: 09/08/26

Section 2 – Position Information

Position Title: Corrections Deputy (2)

Position Type: ☒ Full-Time ☐ Part-Time

Position Status: ☐ New Position ☒ Replacement Position

Number of Positions Requested: 2

Classification / Pay Grade: SO62

Section 3 – Justification for Exception

Please select the applicable exception type:

☐ **Grant-Funded Position** – Provide the grant name, grant amount, funding source, and expiration date.

☒ **Critical to Operations** – Provide a detailed justification explaining why this position is essential to maintaining critical services, public safety, or operational continuity.

Justification Narrative:

(Attach additional pages if necessary)

To replace Deputies Baker and Berteig

Section 5 – Department Head Certification

I certify that the information provided above is accurate and that this position meets the criteria for an exception as defined in the County's Hiring Freeze Memo dated November 3, 2025.

Department Head / Elected or Appointed Official

Print Name: Chris Sharp

Signature: 

Date: 09/08/26

Section 7 – Board of Commissioners Action

☐ **Approved**

☐ **Denied**

Commissioner Signatures:

Commissioner: _____ Date: _____

Commissioner: _____ Date: _____

Commissioner: _____ Date: _____

CVCH Update to Chelan County Commissioners

County health access, local pressures, and practical partnership opportunities

Chelan County: Growth, Diversity, and Access Risk

Chelan County is aging, diverse, and growing — and the access challenge runs deeper than the averages show.

81,941

Population estimate, July 1, 2025

3.5%

Population increase since April 2020 base

30.6%

Hispanic or Latino

25.3%

Language other than English spoken at home

22.7%

Age 65 and older — above state average of 17%

29%

Residents below 200% Federal Poverty Level

The Risk Behind the Averages

A countywide average shows the overall picture, but it does not show which people are still going without help.

8.3%

Poverty rate, 2020–2024

29%

Residents below 200% Federal Poverty Level

11.3%

Uninsured rate (2023, Health Center Profile data)

64%

Students from low-income families in local schools (vs. 50% statewide)



7,550 individuals in Chelan and Douglas Counties lost Apple Health coverage between May 2023 and June 2024 — greatest loss among adults aged 19–25.



Vulnerability stacking: insurance gaps, language barriers, rural transportation, school needs, behavioral health, and housing instability compound each other.



Commissioners can help most when CVCH is **connected early** to county partners seeing these issues before they become crises.

The Health Conditions Driving Chelan County Demand

These are not isolated clinical metrics — each one creates demand for prevention, outreach, navigation, and earlier connection to care.

Indicator	Chelan County	State / Context
Adult obesity	31%	Above state avg of 29%
Adults diagnosed with diabetes	9%	Identical to state avg of 8%; Medicare beneficiaries 19% vs. 21% state
Poor or fair health	16%	Above state avg of 14%
Adult smoking	14%	Above state avg of 11%
Cancer incidence (per 100,000)	517.5	Above state avg of 486.2
Hypertension (Medicare beneficiaries)	55%	Similar to state avg of 56%

Source: 2024 Community Health Needs Assessment draft

i Each condition creates sustained demand for **prevention, outreach, navigation, and earlier connection to care** — the exact services CVCH provides across Chelan County.

Chelan County's Health Access Profile: The System Is Thin

⚠️ All 15 of Chelan County's active federal shortage designations — 5 primary care, 5 mental health, 5 dental — with each designation's HPSA score.

Designated site or area	Primary care	Mental health	Dental health
Columbia Valley Community Health (FQHC)	9	21	17
Lake Chelan Clinic (rural health clinic)	13	16	11
Cascade Medical Center, Leavenworth	7	17	13
Confluence Health Wenatchee Clinic	5	17	13
Chelan–Douglas countywide area	9	17	8

15 active designations, HRSA HPSA Find (updated Sept 2025). Countywide clinician gap: 4.6 mental health, 2.1 dental, 0.5 primary care FTEs.

What an HPSA score means

HRSA scores each designation from 0–25 (0–26 for primary care): the higher the score, the deeper the unmet need. Scores of 17 or more cross HRSA's high-priority line and give those sites first claim on National Health Service Corps clinicians.

What This Means for the County

Mental health is Chelan County's deepest shortage — scores of 16 to 21 at every designated site. When residents cannot get care early, the need lands on county-funded systems: the jail, crisis response, EMS transports, and the courts.

- 🏢 Closing the county's mental health gap would take about 4.6 clinician FTEs — a smaller investment than the downstream cost of untreated need.
- 🔗 Scores of 17 and above make these sites eligible for National Health Service Corps placements. County support for recruitment, housing, and school- and jail-based care helps convert that eligibility into clinicians who actually arrive and stay.

CVCH's Role: Practical Access, Not Just Appointments

For many Chelan County residents, CVCH is the front door for care, coverage help, medications, outreach, and navigation.

CVCH serves Chelan County residents across multiple locations — with services designed to meet people where they are, in the language they use, before needs escalate.

County Takeaway

The question is not whether services exist somewhere in the region. The question is whether residents can **reach them early enough** — in the language they use, with coverage they understand, **before needs escalate**.

27,795

Total patients served
Chelan County ZIPs, 2024

34.9%

Penetration of
total population

100%

Penetration of low-income
residents (<200% FPL)

55.1%

Penetration of
uninsured residents

CVCH Service Locations — Chelan County



Wenatchee

Medical · Dental · Behavioral Health · Youth Behavioral Health · Pharmacy · WIC · New Path · Express Care



Chelan

Medical · Dental · Behavioral Health · Pharmacy · WIC · New Path



Community Connect Mobile Medical Program

Serves agricultural worker camps and rural areas — including Peshastin in western Chelan County

Since 2023: Growth Moved from Expansion to Operating Pressure

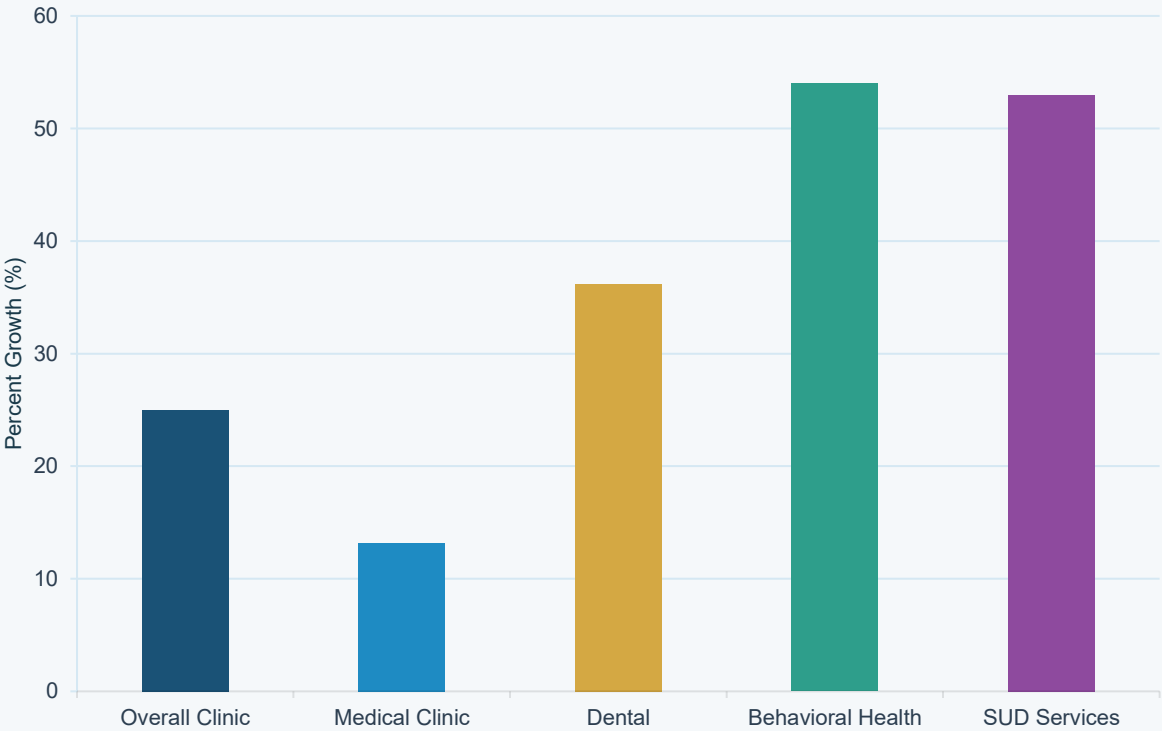
Visit volumes climbed across every service line while the financial environment tightened — that is why partnership matters now, not after people lose access.

Key Milestones

- Aug. 2023**
New East Wenatchee medical clinic opened; 2024 became the first full operational year.
- Jan. 2025**
New East Wenatchee behavioral health clinic began providing services.
- 2026**
Youth behavioral health clinic opened; focus shifts toward sustainability, Medicaid risk, and partnership.

Growth with pressure: more need, more capacity, and a tighter financial environment.

Service Volume Growth in 2024 (%)



Source: CVCH_Douglas_County_Commissioners_Update_FINAL

CVCH's Reach by Community: Where We Go Deep and Where Gaps Remain

CVCH penetration is highest in communities with greatest need — but nearly 4,000 uninsured residents remain outside the reach of any health center.

Community (ZCTA)	Population	CVCH Patients	Penetration	Uninsured Rate
Chelan / Lake Chelan (98816)	7,677	4,759	62.0%	22.7%
Manson / Lake Chelan (98831)	4,020	2,521	62.7%	22.1%
Wenatchee (98801)	44,422	15,150	34.1%	9.2%
Cashmere (98815)	8,031	1,802	22.4%	8.9%
Leavenworth (98826)	7,817	801	10.2%	7.5%

✓ Key Finding

Chelan and Manson — the most rural and highest uninsured — show **strongest CVCH penetration**, reflecting the success of the Chelan clinic and mobile outreach.

⚠ Remaining Gap

3,992

uninsured residents across the CVCH service area not yet reached by any health center

Patient Payer Mix

- 17.6% Uninsured
- 43.3% Medicaid / Public
- 39.1% Medicare / Private

Source: data (2).csv

Agriculture and Migration: Healthcare Access Is Workforce Infrastructure

Last year CVCH served 11,150 agricultural workers and their family members — more than a quarter of everyone CVCH cares for.

CVCH Care for the Agricultural Workforce

11,150

Migratory and seasonal agricultural workers and family members served by CVCH (2025 UDS)

26.3%

Share of CVCH's 42,379 total patients — roughly one in four

10,246

Agricultural workers in Chelan County (2022 Census of Agriculture)

 **H-2A participation surged:** from 1,433 to 3,642 workers between 2019 and 2022 — with implications for worker health, housing, and continuity of care.

Why seasonal work complicates care

Seasonal and migratory work disrupts **continuity of care, follow-up, pharmacy access, dental treatment completion, behavioral health engagement, and coverage renewal** — across the very service lines where CVCH has seen the most growth.

 Workforce health is economic development. When workers delay care, employers, schools, emergency systems, and families all absorb the consequences. CVCH outreach should be treated as part of the county's economic and community resilience strategy.

Behavioral Health: A County Partnership Issue, Not Only a Clinical Service

Behavioral health is where county systems and clinical care meet most directly — and where early connection prevents the most expensive outcomes.



5.1

Poor mental health days per month — Chelan County adults (state avg: 5.2)



+37%

Increase in individuals experiencing homelessness, 2020–2024 (350 → 482); 98% in Wenatchee or East Wenatchee



5%

Of all area school students meet criteria for homelessness (~4,000 students); 11% are migratory



54% / 53%

Growth in behavioral health and SUD encounters at CVCH in 2024

Where County Systems and Care Converge

- **Behavioral health needs appear throughout county systems** — in probation, schools, housing, family services, and emergency response — long before they appear in a clinical chart.
- Homelessness is concentrated in Wenatchee and East Wenatchee, where **county visibility and county partners are already engaged**.
- School-based need — with **5% of students experiencing homelessness and 11% migratory** — connects directly to county youth and family systems.
- CVCH behavioral health and SUD capacity **grew faster than any other service line in 2024** — reflecting real, rising community demand.

Commissioner Takeaway

Chelan County can help by identifying the youth and family systems where early connection would prevent escalation. CVCH can help by turning those connections into care.

The right framing is not a referral slip. It is a handoff before the edge of the cliff.

H.R. 1: IMPACTS ON WASHINGTON STATE AND THE THREATS TO CVCH

Federal changes create coverage loss, more red tape, and higher costs—putting access to care and CVCH's financial health at risk.

KEY CHANGES IN H.R. 1 AFFECTING APPLE HEALTH (MEDICAID) & SNAP



WORK REQUIREMENTS

Certain Apple Health expansion adults must work, volunteer, or meet other qualifying activities and report regularly.

~217,000

Washington adults may be subject to work requirements.



MORE FREQUENT RENEWALS

Eligibility reviews will increase from once a year to every 6 months for many adults—creating more opportunities to lose coverage for paperwork or verification issues.



NON-CITIZEN ELIGIBILITY CHANGES

Beginning in 2026, some lawfully present non-citizens (including refugees and asylees) will no longer be eligible for Apple Health.

~30,000

Washingtonians could lose coverage.



MORE VERIFICATION & ADMIN BURDEN

New and expanded verification rules mean more documentation is required from patients—and more administrative costs for the state and for providers.



SNAP (FOOD BENEFITS) CHANGES

H.R. 1 also changes SNAP eligibility, including work requirements, time limits, and non-citizen rules—impacting nearly 1 million people in Washington.

AT A GLANCE



~2 MILLION
Washingtonians receive Apple Health (Medicaid)



2026–2028
Major changes begin in 2026 and phase in over the next 3–4 years



HUNDREDS OF THOUSANDS
of Washington residents could lose coverage



WHY THIS MATTERS: These changes are expected to result in hundreds of thousands of Washingtonians losing coverage. Most losses are due to increased paperwork, reporting requirements, and inability to navigate the system—not true ineligibility.

WHAT THIS MEANS FOR CVCH



Fewer Patients With Coverage

Coverage losses reduce the number of patients with Apple Health.



More Uninsured Patients

More patients will be uninsured, intermittent, or cycle on and off coverage.



Delayed or Forgone Care

Patients delay care until conditions worsen, increasing ED use and costly complications.



Financial Impact to CVCH

- Lower encounter volume
- Fewer Medicaid visits
- More uncompensated care
- Higher bad debt



Increased Administrative Burden

More staff time needed for renewals, verifications, appeals, and patient navigation.

WHAT CVCH CAN DO



Expand Enrollment Assistance

Help patients stay enrolled and renew on time.



Strengthen Patient Navigation

Proactively reach out and reduce churn.



Monitor Data & Trends

Track coverage loss, uninsured visits, and financial impact.



Advocate

Support policies that protect coverage and invest in CHCs.



Plan Financially

Model scenarios, build reserves, and manage uncompensated care risk.

THE BIGGEST THREATS TO CVCH



COVERAGE LOSS

Hundreds of thousands in WA may lose Apple Health—directly reducing CVCH's patient base.



GROWING UNINSURED POPULATION

More self-pay patients increase uncompensated care and strain resources.



ENROLLMENT CHURN

Patients lose and regain coverage, disrupting care and increasing admin work.



FINANCIAL PRESSURE

Lower Medicaid revenue + higher costs threaten CVCH's sustainability and ability to invest in services.



COMMUNITY IMPACT

Harder for our communities—especially rural and immigrant populations—to get the care they need.

What Commissioners Can Do

Keep CVCH connected early to the county systems where health-related pressure is already visible.



Connect

Invite CVCH into county planning when health access, homelessness, youth, transportation, emergency preparedness, or agricultural worker needs are on the table.



Signal

Use county communication channels to point residents toward coverage renewal help, outreach events, Express Care, and behavioral health access.



Coordinate

Create simple pathways between probation, public health, schools, housing partners, first responders, and CVCH navigators and outreach.



Measure

Track whether county-identified needs are turning into practical access points — not just reports and meetings.

Suggested Ask

"Keep CVCH connected early to the county systems where you are already seeing health-related pressure. The earlier we understand what you are seeing, the better we can align care, outreach, navigation, and partnerships before problems become emergencies."

cvch.org

What I Would Ask the Commissioners to Remember

Health access is county infrastructure. When it works, it is almost invisible. When it fails, it shows up everywhere else.

- When it fails, it shows up everywhere else: families, employers, schools, probation, emergency response, housing, and public health.
- Keep CVCH in the room early.
- Help residents find the right door before crisis.
- Use county visibility to strengthen connection, not duplication.

Thank You

Manuel Navarro, CEO — Columbia Valley Community Health

manuel.navarro@cvch.org | (509) 699-1372

cvch.org



BOCC Agenda
September 14, 2026

10:30am Economic Services Director

Ron Cridlebaugh

10:30 Bid Opening for Wenatchee River County Park Tree Removal

Discussion

1. Executive Session – Contract
2. Department Update

Chelan County Natural Resource Department
BOCC Agenda
September 14, 2026

Discussion

1. Executive Session: Potential Litigation
2. Execution of Agreement with Mountain Barge Company for Company Creek Emergency Road Repair Project
3. Second Amendment to Interlocal Agreement with the City of Leavenworth for Critical Facility Generators Project
4. Task Order 2026-2 with Cascadia Conservation District for Lower Wenatchee Restoration Project
5. Consultant Agreement with RLR Cultural Resources LLC for Derby Creek Fish Barrier Replacement Project
6. Amendment to Agreement with WA Recreation and Conservation Office for White River Floodplain Design Project Time Extension
7. Amendment to Agreement with WA Recreation and Conservation Office for Peshastin Creek Rivermile 8.8 Design Project Time Extension
8. Amendment to Agreement with WA Recreation and Conservation Office for Wilson Side Channel Design Project Time Extension
9. Modification of Grant Agreement with US Forest Service for Upper Wenatchee Pilot Project Forest Resilience Project
10. Agreement with GeoSyntec for Geotechnical Engineering Study for Eagle Creek Six (6) Driveway Culvert Replacements Project
11. Notice of Award with US Bureau of Reclamation for Yaksum Water Company Pipeline Replacement Project Time Extension
12. Consultant Agreement with RLR Cultural Resources for Dry Creek (Chumstick) Project Cultural Resources Project
13. Change Order with Summitt Forests, Inc., for Stemilt X-Bound Hand Thinning Project
14. Agreement with Ecological Services for Stemilt Section 23 Burn Unit Prep and Implementation
15. Agreement with WA Department of Ecology for Washington Conservation Corps Riparian Planting Project Assistance
16. Other

Action

1. Execution of Agreement with Mountain Barge Company for Company Creek Emergency Road Repair Project
2. Second Amendment to Interlocal Agreement with the City of Leavenworth for Critical Facility Generators Project

3. Task Order 2026-2 with Cascadia Conservation District for Lower Wenatchee Restoration Project
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**SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR
FM-5395-05-R: CITY OF LEAVENWORTH
CRITICAL FACILITY GENERATORS
BETWEEN
THE CHELAN COUNTY NATURAL RESOURCES DEPARTMENT and
THE CITY OF LEAVENWORTH**

This "Second Amendment to Interlocal Agreement" (hereinafter, the "**Amendment #2**") is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the Chelan County Natural Resources Department (hereinafter "**the County**"), a municipal corporation under the laws of the State of Washington, and the City of Leavenworth (hereinafter "**the City**") in the referenced Project Activity.

AMENDMENT # 2

I. The purposes of this AMENDMENT are as follows:

- (i) Set forth a revised agreement end date of **May 31st, 2028** or until terminated by the parties set forth in the Interlocal Agreement ("*Agreement*", Section 2). D24-033 Amendment 2 as signed by the County and WAEMD is provided as an attachment to this Amendment #2.
- (ii) Update the main points of contact for the project as follows ("*Agreement*", Section 3.1.vii):
 - a. **Andi Zontek-Backstrum, Public Works Director:** Phone: 509-668-3577, Email: azontek@cityofleavenworth.com
 - b. **Brantley Bain, City Engineer:** Phone: 509-860-7408, Email: bbain@cityofleavenworth.com
 - c. **Sue Cragun, Grant Contract Coordinator:** 509-668-9077, Email: scragun@cityofleavenworth.com

(iii) **Addition of Subrecipient Agreement Terms & Mandatory Standard Provision:**

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 CITY OF LEAVENWORTH (hereinafter "**the City**"), a municipal corporation under the laws of the State of Washington. 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 the Interlocal Agreement, its amendments and all its attachments.

SPECIAL AWARD CONDITIONS: The Federal and state award general and special conditions are outlined in Grant Number D24-033 and Funding Source Agreement # FM-5395-05-R (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.

MONITORING, EVALUATION AND SANCTIONS: 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.

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.

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.

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.

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.

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.

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.

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.

SUB-AWARDS: 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.

Under the terms of this agreement with CCNRD, the Sub-grantee has no direct relationship with the Federal donor agency identified above 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.

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 accordance with Generally Accepted Accounting

Principles (GAAP) 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.

- 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 Sub-grantee agrees that it shall have annually either an organizational audit of Federal funds or a program specific audit of the funds provided under this Sub-grant as well as the financial statements of the organization as a whole, in accordance with OMB Circular A-133 Audit Guidelines. The audit shall be a financial audit performed in accordance with the Government Audit Standards issued by the Comptroller of the United States.
- 1.6 The Sub-grantee's A-133 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:** 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:** 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: 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: 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: 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: 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:

- Sub-grantee failed to comply with the procurement standards.
- When procurement is awarded without competition or only one bid or offer is received in response to a solicitation.
- When the procurement which is expected to exceed the small purchase threshold specifies a "brand name" product
- The proposal award over the small purchase threshold is awarded to other than the apparent low bidder under a sealed bid procurement
- 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:** 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:** 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.

2. Except as modified herein, all other provisions of the original agreement shall remain unchanged and in full force and effect.

DATED effective May 31, 2026 and signed this ____ day of _____, 2026.

ACKNOWLEDGED AND ACCEPTED:

SUB-GRANTEE

Docusign by:

By: Carl Florea
CARL J. FLOREA, MAYOR
CITY OF LEAVENWORTH

Date: 9/8/2026

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

**SUPPLEMENT TO
CASCADIA CONSERVATION DISTRICT – CHELAN COUNTY
2021 INTERLOCAL COOPERATIVE AGREEMENT
FOR COORDINATION, REVIEW, TECHNICAL AND PROJECT SUPPORT SERVICES**

EXHIBIT 2026-2

ASSISTANCE Lower Wenatchee River Riparian Restoration - Hendricks Parcel

THIS EXHIBIT is made between the Cascadia Conservation District, a Washington quasi-municipal corporation ("District") and the Chelan County, a Washington municipal corporation ("the County"), collectively referred to as "Parties."

RECITALS

- A. The Parties to this Work Order entered into an Interlocal Cooperative Agreement, dated December, 2021 ("the Interlocal Agreement"), to provide services such as technical assistance, project coordination and project support related to various projects and efforts within Chelan County. The Interlocal Agreement is incorporated into this Work Order by this reference;
- B. Section Two of the Interlocal Agreement provides that specific services shall be identified from time to time in separate Work Orders in this case as exhibits and, unless otherwise agreed to by the Parties, those Work Order shall be governed by the general terms of the Interlocal Agreement; and
- C. The Parties to seek to supplement the Interlocal Agreement with this Exhibit.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Supplement, the Parties agree as follows:

AGREEMENT

Cascadia will provide financial support for the Hendricks-Lower Wenatchee Side Channel Bank Stabilization and Riparian Restoration.

Work to be conducted by Chelan County includes debris/junk removal and disposal, bank re-shaping and stabilizing, and riparian tree, shrub, and grass plantings.

Chelan County will submit invoices, including all backup documentation to Cascadia at least quarterly, but no more than monthly. Final invoice will be due by June 10, 2027.

Total Cost for this agreement: \$47,496

Period of Performance: August 21, 2026 to June 30, 2027.

CASCADIA CONSERVATION DISTRICT

CHELAN COUNTY

RYAN WILLIAMS, Executive Director

MIKE KAPUTA, Director

Date: _____

Date: _____

Cooperative Agreement for Technical Assistance, Project Coordination and Support Services

**CONSULTANT AGREEMENT: Between
RLR Cultural Resources LLC (RLR) Archaeological Consulting
and Chelan County Natural Resource Department**

CONSULTING CONTRACT

THIS AGREEMENT is made as of *September 3, 2026* between CHELAN COUNTY NATURAL RESOURCE DEPARTMENT and RLR CULTURAL ESOURCES LLC (RLR) regarding the **Derby Creek Project, Chelan County, WA.**

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

TERMS AND CONDITIONS

1. Services. RLR agrees to perform for Chelan County Natural Resource Department the services listed in the Scope of Services section in Exhibit A, attached hereto and executed by both Chelan County Natural Resource Department and RLR. Such services are hereinafter referred to as "Services." Chelan County Natural Resource Department agrees that RLR shall have ready access to Chelan County Natural Resource Department's staff and resources as necessary to perform the RLR's services provided for by this contract.

2. Compensation for Services. Chelan County Natural Resource Department agrees to pay RLR for Services for the price not to exceed **\$12,179.00 for the Project** and executed by both Chelan County Natural Resource Department and RLR. The total amount of this contract is for regulatory survey of six locations and Geotech monitoring. This amount includes all survey locations and one report as stipulated in the attached scopes.

3. Invoicing. Chelan County Natural Resource Department shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by RLR, and Chelan County Natural Resource Department shall pay the amount of such invoices to RLR.

4. Confidential Information. Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming. RLR hereby acknowledges that during the performance of this contract, the RLR may learn or receive confidential Chelan County Natural Resource Department information and therefore RLR hereby confirms that all such information relating to the Chelan County Natural Resource Department's business will be kept confidential by the RLR, except to the extent that such information is required to be divulged to the RLR's clerical or support staff or associates in order to enable RLR to perform RLR's contract obligation.

5. Staff. RLR is an independent contractor and neither RLR nor RLR's staff is or shall be deemed to be employed by Chelan County Natural Resource Department. Chelan County Natural Resource Department is hereby contracting with RLR for the services described on Exhibit A and RLR reserves the right to determine the method, manner and mean by which the services will be performed. RLR is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Chelan County Natural Resource Department's premises, then RLR's time spent at the premises is to be at the discretion of the RLR; subject to the Chelan County Natural Resource Department's normal business hours and security requirements. RLR hereby confirms to Chelan County Natural Resource Department that Chelan County Natural Resource Department will not be required to furnish or provide any training to RLR to enable RLR to perform services required hereunder. The services shall be performed by RLR or RLR's staff, and Chelan County Natural Resource Department shall not be required to hire, supervise or pay any assistants to help RLR who performs the services under this agreement. RLR shall not be required to devote RLR's full time nor the full time of RLR's staff to the performance of the services required hereunder, and it is acknowledged that RLR has other Chelan County Natural Resource Department projects and RLR offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of RLR. Except to the extent that the RLR's work must be performed on or with Chelan County Natural Resource Department's computers or Chelan County Natural Resource Department's existing software, all materials used in providing the services shall be provided by RLR. RLR's services hereunder cannot be terminated or cancelled short of completion of the services agreed upon except for RLR's failure to perform the contract's specification as required hereunder and conversely, subject to Chelan County Natural Resource Department's obligation to make full and timely payment(s) for RLR's services as set forth in Exhibit B, RLR shall be obligated to complete the services agreed upon and shall be liable for non-performance of the services to the extent and as provided in Paragraph 10 hereof. Chelan County Natural Resource Department shall not provide any insurance coverage of any kind for RLR or RLR's staff, and Chelan County Natural Resource Department will not withhold any amount that would normally be withheld from an employee's pay. RLR shall take appropriate measures to insure that RLR's staff is competent and that they do not breach Section 4 here of. Each of the parties hereto agrees that, while performing Services under this Agreement, and for a period of six (6) months following the termination of this Agreement, neither party will, except with the other party's written approval, solicit or offer employment to the other party's employees or staff engaged in any efforts under this Agreement.

6. Use of Work Product. Except as specifically set forth in writing and signed by both Chelan County Natural Resource Department and RLR, RLR shall have all copyright and patent rights with respect to all materials developed under this contract, and Chelan County Natural Resource Department is hereby granted a non-exclusive license to use and employ such materials within the Chelan County Natural Resource Department's business.

7. Chelan County Natural Resource Department Representative. Bryan Maloney shall represent the Chelan County Natural Resource Department during the performance of this contract with respect to the services and deliverables as defined herein and has authority to execute written modifications or additions to this contract as defined in Section 14.

8. Disputes. Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

- The final arbitration decision shall be enforceable through the Chelan County Superior Court. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this section 8 were not a part hereof.

10. Liability. RLR warrants to Chelan County Natural Resource Department that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both Chelan County Natural Resource Department and RLR. RLR makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event shall RLR be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to RLR in advance or could have been reasonably foreseen by RLR, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Chelan County Natural Resource Department shall be limited to One Hundred Dollars (\$100.00) as liquidated damages and not as a penalty.

11. Laws RLR shall comply with all federal, State, and local laws and ordinances applicable to the work to be done under this agreement. - This Agreement shall be construed in accordance with the laws of the Chelan County Superior Court.

12. Indemnity RLR shall indemnify and hold Chelan County Natural Resource Department and the State of Washington and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from RLR's negligence or breach of any of its obligations under this agreement; provided that nothing herein shall require RLR to indemnify Chelan County Natural Resource Department or the State of Washington, their agents officers or employees; and provided further that if the claims or suits are caused by or a result from the concurrent negligence of (a)RLR, its agents or employees, and (b) Chelan County Natural Resource Department and the State of Washington, their agents officers and employees, this indemnity provision, with respect to (1) claims or suits based upon such negligence (2) the costs to Chelan County Natural Resource Department or the State of

Washington of defending such claims or suits based upon such negligence (2) the costs to Chelan County Natural Resource Department or the State of Washington of defending such claims shall be valid and enforceable only to the extent of RLR's negligence or the negligence of RLR's agents or employees

13. Relation: RLR's relation to Chelan County Natural Resource Department shall be at all times an independent contractor

14. Insurance

A. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability Insurance with a limit not less than **\$1,000,000**.

B. Business Automobile Liability Insurance: Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than **\$1,000,000** for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

C. Worker's Compensation Insurance: Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by Washington law.

15. Complete Agreement. This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of RLR by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Chelan County Natural Resource Department acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

16. Applicable Law. RLR shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in Exhibit A. This Agreement shall be construed in accordance with the laws of the Chelan County Superior Court

17. Scope of Agreement. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

18. Additional Work. After receipt of an order which adds to the Services, RLR may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Chelan County Natural Resource Department agrees to pay RLR for

such action and expenditure as set forth in Exhibit B of this Agreement for payments related to Services.

19. Termination.

Termination For Cause

The Chelan County Natural Resource Department may terminate for cause this Agreement with a seven (7) calendar days prior written notification to RLR, at the sole discretion of the Chelan County Natural Resource Department, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. The Chelan County Natural Resource Department reserves the right to terminate this Agreement if RLR fails to commence work on the project within six (6) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of the Chelan County Natural Resource Department to RLR is contingent upon satisfactory performance by RLR of all of its obligations under this Agreement. In the event RLR unjustifiably fails, in the opinion of the Chelan County Natural Resource Department, to perform any obligation required of it by this Agreement, the Chelan County Natural Resource Department may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

The Chelan County Natural Resource Department may withhold payments for the purpose of set off the exact amount of damages due the Chelan County Natural Resource Department from RLR.

Termination By Mutual Agreement

The Chelan County Natural Resource Department and RLR may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by RLR under this Agreement, at the option of the Chelan County Natural Resource Department, will become property of the Chelan County Natural Resource Department and RLR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

20. Records Retainment

RLR will retain all procurement and contract records for at least three years after the close of the agreement.

21. Equal Opportunity and nondiscrimination

During the performance of this Contract, the Contractor shall comply with all federal and state non-discrimination laws, regulations, policies. In the event of the RLR's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Contract may be rescind, canceled or terminated in whole or in part, and the RLR may be declared ineligible for further contracts. RLR shall, however, be given a reasonable time in which to cure this non-compliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

22. Notices.

(i). Notices to Chelan County Natural Resource Department should be sent to:

Chelan County Natural Resource Department
411 Washington St, Suite 201
Wenatchee, WA 98801

RLR Cultural Resources LLC
114 W 4th St, Suite 307
Ellensburg, WA 98926

23. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.



Chelan County Commissioner
411 Washington St, Suite 201
Wenatchee, WA 98801

RLR Cultural Resources LLC
Christopher Landreau

Date: _____

Date: September 3, 2026

Exhibit A: Scope



RLR Cultural Resources, LLC

Archaeology and Historic Preservation

114 W 4th Ave, Ste 307, Ellensburg, WA 98926 • Phone (509) 952-5130 • chris@rlrcultural.com

Wednesday, August 26, 2026

Bryan Maloney, Natural Resource Specialist
Chelan NR
Chelan County Natural Resource Department
Wenatchee, WA

Bryan,

Enclosed is a proposal for a cultural resources study of the 2026 Derby Creek Project. We believe that this survey should satisfy Section 106 requirements for an archaeological and historic review of the project area. If you have any questions, please do not hesitate to contact us.

Thank you,
RLR Cultural Resources, LLC

A handwritten signature in black ink, appearing to read "Chris Landreau", with a long horizontal flourish extending to the right.

Christopher Landreau
Director



RLR Cultural Resources, LLC

Archaeology and Historic Preservation

114 W 4th Ave, Ste 307, Ellensburg, WA 98926 • Phone (509) 952-5130 • chris@rlrcultural.com

2026 Derby Creek Project

Wednesday, August 26, 2026

Scope of Work

1. RLR will provide a literature search (via WISAARD) of relevant information on the history of the areas. RLR will also search local archives, and any available ethnohistorical documentation and data
2. RLR will apply for a BNSF encroachment permit to complete the cultural resources survey. Either stand alone or as part of the broader BNSF permit.
3. The archaeologist will conduct a pedestrian survey of the proposed work areas and inspect all recently exposed subsurface material, including rodent burrows, cutbank surfaces, etc., for any evidence of human occupation. Primarily, the archaeologist will document, photograph, and evaluate all historic structures within the APE.
4. The archaeologist may excavate 40 cm shovel probes, if necessary, throughout each of the work areas depending on planned ground disturbing activities, landform, and vegetation. Any located artifacts and/ or features will be cataloged, described, photographed, and returned to the corresponding shovel test. Shovel testing will be determined by the lead archaeologist and based upon a variety of factors, including ground visibility and visible bedrock, sensitivity, etc. The probes, if utilized, will be excavated to a minimum of 40 cm into sterile subsurface.
5. The archaeologist will photograph, draw, GIS map and otherwise document any physical surface features found that are prehistoric, historic, or traditional use. The archaeologist will also document anything of historic significance related to the project, and its potential to qualify for the National Register of Historic Places.
6. Archaeologist will monitor geotechnical boring work for potential buried cultural resources, expected to take two days.

Project Report

At no time does final issuance of this report mean that the entire process is complete. There must be concurrence with DAHP and the Lead Agency. RLR will submit a draft and a final report detailing the findings of the survey. The report will include all appropriate maps, photos, sketches, site forms, and a bibliography of all consulted source material. The report will include NRHP evaluation discussions for Cultural Resources within the project area if necessary. We anticipate completion 2-4 weeks after fieldwork conclusion.

Project Schedule / Timetable

The fieldwork for this project can be conducted in summer/fall of 2026 (weather and fire dependent) with a draft prepared within 30 days from fieldwork completion. After comments are addressed on the draft report, a final report will be issued within 14 days. If any unforeseen difficulties arise in process, the client will be informed directly within two days with an email, and work schedules can be re-arranged. If at any time during this process, large or unforeseen archaeological properties are discovered, work will stop in that area and the evaluation will continue. If any inadvertent human remains are found on site, the nearest tribes, as well as the county sheriff will be contacted and work will stop at that portion of the site, as is standard procedure for inadvertent discovery.



RLR Cultural Resources, LLC

Archaeology and Historic Preservation

114 W 4th Ave, Ste 307, Ellensburg, WA 98926 • Phone (509) 952-5130 • chris@rlrcultural.com

Projected NTE Cost — *Standard 2026*

Project Management/Coordination

Principal Investigator	\$152.00	6	\$912
Total			\$2,372

Archival Research

Staff Archaeologist	\$134.00	20	\$2,680
Total			\$2,680

Fieldwork

Staff Archaeologist	\$134.00	8	\$1,072
Archaeological Tech	\$105.00	8	\$840
Total			\$1,912

Monitoring

Archaeological Tech	\$105.00	16	\$1,680
Total			\$1,680

Report Preparation

Principal Investigator	\$152.00	11	\$1,672
Staff Archaeologist	\$134.00	24	\$3,216
Total			\$NaN
TOTAL LABOR			\$12,072

Administrative Direct Cost % — All Projects

\$1,460

Expenses

Mileage	\$0.70	0	\$0
Hotel	\$150.00	0	\$0
Per-diem	\$74.00	0	\$0
Total			\$0

Subtotal before discount \$13,532

10% discount -\$1,353

Total Estimated Cost — Cultural Resources

\$12,179

Amendment to Grant Agreement

Project Sponsor: Chelan Co Natural Resource
Project Title: White River Floodplain Conceptual Design

Project Number: 24-1829 P
Amendment Number: 1

Amendment Type:

Time Extension

Amendment Description:

Pursuant to a request from Chelan Co Natural Resource the Project Agreement identified above is amended to extend the end date of this agreement.

The project period of 09/25/2024 to 09/25/2026 is extended to allow the contracting party until 06/30/2027 to complete the project. Additional time is needed for analysis and coordination with landowners and project partners as well as development of Concepts and BDR.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

**State of Washington
Recreation and Conservation Office**

BY: 
FOR Megan Duffy

TITLE: Director

DATE: 08/25/2026

Pre-approved as to form:
By: /S/
Assistant Attorney General

Amendment to Grant Agreement

Project Sponsor: Chelan Co Natural Resource
Project Title: Peshastin Creek RM 8.8 Conceptual Design

Project Number: 24-1877 P
Amendment Number: 1

Amendment Type:

Time Extension

Amendment Description:

Pursuant to a request from Chelan Co Natural Resource the Project Agreement identified above is amended to extend the end date of this agreement.

The project period of 09/25/2024 to 09/25/2026 is extended to allow the contracting party until 09/30/2028 to complete the project. Delays on data collection occurred through the initial NEPA and Cultural Resources steps with BOR. Data collection finally was started in summer 2026: topo survey, cultural resource surveys and wetland delineations were then completed in July 2026.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

State of Washington
Recreation and Conservation Office

BY: 
FOR: Christy Rains (Aug 25, 2026 08:52:19 PDT)
Megan Duffy

TITLE: Director

DATE: 08/25/2026

Pre-approved as to form:
By: /S/
Assistant Attorney General

Amendment to Grant Agreement

Project Sponsor: Chelan Co Natural Resource
Project Title: Wilson Side Channel Adaptive Preliminary Design

Project Number: 24-1827 P
Amendment Number: 1

Amendment Type:

Time Extension

Amendment Description:

Pursuant to a request from Chelan Co Natural Resource the Project Agreement identified above is amended to extend the end date of this agreement.

The project period of 09/25/2024 to 09/25/2026 is extended to allow the contracting party until 09/30/2027 to complete the project. Additional time is needed for analysis of changes in flow conveyance through the side channel as a result of these changes prior to completion of Preliminary Designs and BDR.

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

**State of Washington
Recreation and Conservation Office**

BY: 
FOR Megan Duffy

TITLE: Director

DATE: 08/25/2026

Pre-approved as to form:
By: /S/
Assistant Attorney General



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

FS-1500-19 (VER. 05/24)
OMB No. 0596-0217
EXP: 05/31/2027

MODIFICATION OF GRANT OR AGREEMENT

PAGE OF
PAGES

1

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:

25-GN-11061700-305 Upper Wenatchee Pilot Forest Resiliency Bond I Restoration and Engineering Work

2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:

3. MODIFICATION NUMBER:

001

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):

Okanogan-Wenatchee National Forest
215 Melody Lane
Wenatchee, WA 98801

5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):

Okanogan-Wenatchee National Forest
215 Melody Lane
Wenatchee, WA 98801

6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):

County of, Chelan
411 Washington Street Suite 201
Wenatchee, WA 98801-2854

7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:

This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.



CHANGE IN PERFORMANCE PERIOD:



CHANGE IN FUNDING: Adding \$171,570 Funds



ADMINISTRATIVE CHANGES:



OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

The purpose of this modification is to add funds for implementation of the South Shore Machine Thinning project, which covers 79.8 acres of machine mastication near the Hidden Lake Trailhead and the South Shore Lake Wenatchee Recreational Residences. The South Shore Machine Thinning project is a forest health/fuels reduction project aimed at reducing wildfire risk and increasing forest resilience in the vicinity of Cedar Brae Road. The work will take place during the summer/fall of 2026, and will be contracted and overseen by Chelan County Natural Resource staff as part of the Upper Wenatchee FRB project.

Effective upon the execution of this modification, the following terms are incorporated into the grant or agreement. If any duplications or contradictions are identified by applying these new requirements, the USDA and Forest Service General Terms and Conditions and the FS-1500-0100 take precedence.

A. U.S. DEPARTMENT OF AGRICULTURE GENERAL TERMS AND CONDITIONS. In accordance with Secretarial Memorandum 1078-021, the USDA General Terms & Conditions for Federal Awards or Mutual Interest Agreements, dated December 31, 2025, and its implementing regulations, 2 CFR 400, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These Departmental policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement and located at: https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-general-terms-and-conditions?utm_medium=email&utm_source=govdelivery

B. FOREST SERVICE GENERAL TERMS AND CONDITIONS. The Forest Service General Terms & Conditions for Federal Financial Assistance, Mutual Interest Agreements, or Research and Development dated February 14, 2026, and its implementing regulations, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These federal policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement, located at <https://www.fs.usda.gov/working-with-us/grants/terms-conditions>.

10. ATTACHED DOCUMENTATION (Check all that apply):



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

FS-1500-19 (VER. 05/24)
OMB No. 0596-0217
EXP: 05/31/2027

☒	Revised Scope of Work
☒	Revised Financial Plan
☐	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. CHELAN CO SIGNATURE 	11.B. DATE SIGNED 	11.C. U.S. FOREST SERVICE SIGNATURE 	11.D. DATE SIGNED 
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): SHON SMITH		11.F. NAME (type or print): TARA UMPHRIES	
11.G. TITLE (type or print): Commissioner		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: KELLY UNDERWOOD KELLY M. UNDERWOOD (25-GN-11061700-305 Mod 1) U.S. Forest Service Grants & Agreements Specialist Digitally signed by KELLY UNDERWOOD Date: 2026.08.20 15:30:17 -07'00'	12.B. DATE SIGNED
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Forest Service
U.S. DEPARTMENT OF AGRICULTURE

FS-1500-19 (VER. 05/24)

OMB No. 0596-0217

EXP: 05/31/2027

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: Appendix B

USFS Agreement No.: 25-GN-11061700-305
Cooperator Agreement No.:

Mod. No.: 1

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
COST ELEMENTS					
Direct Costs					
Salaries/Labor	\$44,250.00	\$49,585.79	\$0.00	\$0.00	\$93,835.79
Travel	\$0.00	\$1,120.00	\$0.00	\$0.00	\$1,120.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$499.56	\$0.00	\$0.00	\$499.56
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$882,683.85	\$0.00	\$0.00	\$882,683.85
Other					\$0.00
Subtotal	\$44,250.00	\$933,889.20	\$0.00	\$0.00	\$978,139.20
Coop Indirect Costs		\$7,680.80	\$0.00		\$7,680.80
FS Overhead Costs	\$6,637.50				\$6,637.50
Total	\$50,887.50	\$941,570.00	\$0.00	\$0.00	\$992,457.50
Total Project Value:					\$992,457.50

Matching Costs Determination	
Total Forest Service Share = (a-b) ÷ (e) = (f)	(f) 100.00%
Total Cooperator Share (c-d) ÷ (e) = (g)	(g) 0.00%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor					Original Budget	Mod #1	Non-Cash Budget
Standard Calculation							
Job Description	Cost/Day	# of Days	Total				
Silviculturist	\$375.00	40.00	\$15,000.00		\$7,500.00	\$7,500.00	\$15,000.00
Project Coordination	\$375.00	40.00	\$15,000.00		\$7,500.00	\$7,500.00	\$15,000.00
Fish biologist	\$375.00	30.00	\$11,250.00		\$5,625.00	\$5,625.00	\$11,250.00
Hydrologist	\$375.00	4.00	\$1,500.00		\$750.00	\$750.00	\$1,500.00
Engineer							\$0.00
Soil scientist	\$375.00	4.00	\$1,500.00		\$750.00	\$750.00	\$1,500.00
Total Salaries/Labor			\$44,250.00		\$22,125.00	22,125.00	44,250.00

Travel							
Standard Calculation							
Travel Expense	Employees	Cost/Trip	# of Trips	Total			
				\$0.00	\$0.00	\$0.00	\$0.00
Total Travel				\$0.00	\$0.00	-	-

Equipment							
Standard Calculation							
Piece of Equipment	# of Units	Cost/Day	# of Days	Total			
				\$0.00	\$0.00	\$0.00	\$0.00
Total Equipment				\$0.00	\$0.00	-	-

Supplies/Materials							
Standard Calculation							
Supplies/Materials	# of Items	Cost/Item	Total				
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Supplies/Materials			\$0.00	\$0.00	-	-	-

Printing							
Standard Calculation							
Paper Material	# of Units	Cost/Unit	Total				
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Printing			\$0.00	-	-	-	-

Other Expenses							
Standard Calculation							
Item	# of Units	Cost/Unit	Total				
			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other			\$0.00	\$0.00	-	-	-

Subtotal Direct Costs	\$44,250.00	\$22,125.00	22,125.00	44,250.00
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Forest Service Overhead Costs							
Current Overhead Rate	Subtotal Direct Costs	Total					
15.00%	\$44,250.00	\$6,637.50	\$3,318.75	\$3,318.75	\$6,637.50	\$6,637.50	\$6,637.50
Total FS Overhead Costs		\$6,637.50	\$3,318.75	3,318.75	6,637.50	6,637.50	6,637.50

TOTAL COST	\$50,887.50	\$25,443.75	\$ 25,443.75	\$ 50,887.50
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WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor					Original Budget		Mod #1		Cash to County Budget	
Standard Calculation										
Job Description	Cost/Hr	# of Hrs	Total							
CCNRD Administration and Contract Management	\$71.78	95.00	\$6,818.99		\$6,818.99				\$6,818.99	
CCNRD FRB Project: Manager										
Coordination/Planning	\$80.19	480.00	\$38,491.20		\$38,491.20				\$38,491.20	
CCNRD Director/Project Oversight	\$106.89	40.00	\$4,275.60		\$4,275.60				\$4,275.60	
Total Salaries/Labor			\$49,585.79		49,585.79		-		49,585.79	

Travel					Original Budget		Mod #1		Cash to County Budget	
Standard Calculation										
Travel Expense	Employees	Cost/Trip	# of Trips	Total						
Travel to FRB terrestrial treatment units, layout and contract compliance		\$56.00	20.00	\$1,120.00	\$1,120.00				\$1,120.00	
Total Travel				\$1,120.00	1,120.00		-		1,120.00	

Equipment					Original Budget		Mod #1		Cash to County Budget	
Standard Calculation										
Piece of Equipment	# of Units	Cost/Day	# of Days	Total						
				\$0.00	\$0.00					
Total Equipment				\$0.00	-		-		-	

Supplies/Materials					Original Budget		Mod #1		Cash to County Budget	
Standard Calculation										
Supplies/Materials	# of Items	Cost/Item	Total							
Boots	1.00	\$300.00	\$300.00		\$300.00				\$300.00	
Loggeres Tape	1.00	\$69.56	\$69.56		\$69.56				\$69.56	
Range Finder	1.00	\$130.00	\$130.00		\$130.00				\$130.00	
Total Supplies/Materials			\$499.56		499.56		-		499.56	

Printing					Original Budget		Mod #1		Cash to County Budget	
Standard Calculation										
Paper Material	# of Units	Cost/Unit	Total							
			\$0.00		\$0.00					
Total Printing			\$0.00		-		-		-	

Other Expenses					Original Budget		Mod #1		Cash to County Budget	
Standard Calculation										
Item	# of Units	Cost/Unit	Total							
			\$0.00		\$0.00					
Non-Standard Calculation										
Contractual: Fuels reduction contractor for 2025 FRB Terrestrial Treatment units (220 acres)					\$440,273.00	\$440,273.00			\$440,273.00	
Contractual: Final design or C1 and C17 Implementation C1 (including contract PM)					\$270,840.85	\$270,840.85			\$270,840.85	
Contractual: South Shore Machine Thinning for fuels reduction (RRUF funding)							\$171,570.00		\$171,570.00	
Total Other			\$711,113.85		711,113.85		171,570.00		\$882,683.85	

Subtotal Direct Costs	\$762,319.20	\$762,319.20	\$171,570.00	\$933,889.20
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Cooperator Indirect Costs					Original Budget		Mod #1		Cash to County Budget	
Current Overhead Rate	Subtotal Direct Costs	Total								
15.00%	\$51,205.35	\$7,680.80			\$7,680.80		0		\$7,680.80	
Total Coop. Indirect Costs		\$7,680.80	7,680.80		-		-		7,680.80	

TOTAL COST	\$770,000.00	\$ 770,000.00	\$ 171,570.00	\$941,570.00
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Appendix C.1

Upper Wenatchee FRB Phase 1 Implementation

Annual Workplan

Year: 2026

1. Work to be accomplished including the following:
 - Metrics (acres, number of culverts, length of stream treatments, length of road etc.)
 - Who is responsible for overseeing implementation
 - Who will implement work (if contractors are not hired yet, specify method of contractor selection)
 - Methods of implementation

Terrestrial:

2026 terrestrial treatments will include 1,328 acres of non-commercial thinning units identified in the FRB Phase 1 Strategy. These units were field verified in 2025 by CCNRD staff and American Forest Management. The actual treatment of these acres will be dependent on project funding, resource availability, and the completion of necessary clearances. The units will be laid out/flagged at the start of the 2026 field season. In addition, there are approximately 169 acres of machine thinning work that will rollover from previous years' contracts.

Chelan County will oversee implementation of the thinning units, including developing bid packages, bidding the projects, hiring contractors, overseeing contractors during implementation, and documenting site visits and contractor compliance. USFS staff may also conduct QA/QC checks during and after implementation.

American Forest Management and CCNRD staff will complete layout/flagging of units. Silvicultural prescriptions will be prepared by CCNRD staff and American Forest Management, with final agreement from the Forest Service. Fuels reduction contractors will complete the precommercial thinning and pruning work in designated treatment units. Chelan County will utilize standard procurement processes to select and hire contractors, and also work with USFS to identify suitable contractors.

Terrestrial forest health treatments in this workplan include 310 acres of machine mastication and 1,018 acres of hand piling. The work is a combination of shaded fuel breaks and larger treatment units. Prescriptions vary according to the fuel loading present in each area. The objectives of the prescriptions will be to reduce ladder fuels and understory to restore units to a condition that is resilient to wildfire and other stressors, and is suitable for future maintenance burning.

The roadwork in the 2026 work plan includes potential road closures, decommissioning, surface reconditioning, brushing, culvert excavation, and culvert design/install. While not all of this will be implemented, the map serves as a comprehensive overview of all the options in the Loop Hill area. Some of these locations may still need to be accessed for follow-up treatments like prescribed burning. Further discussion is required with the Forest Service to determine preferences and identify the most important road work.

The activities added through this SPA modification include contractual costs for implementation of the South Shore Machine Thinning project, which covers 79.8 acres of machine mastication near the Hidden Lake Trailhead and the South Shore Lake Wenatchee Recreational Residences. The South Shore

Machine Thinning project is a forest health/fuels reduction project aimed at reducing wildfire risk and increasing forest resilience in the vicinity of Cedar Brae Road. The work will take place during the summer/fall of 2026, and will be contracted and overseen by Chelan County Natural Resource staff as part of the Upper Wenatchee FRB project.

Aquatics: Aquatic Organism Passage Projects

Funding for all aquatics work listed below has been secured. The priority aquatics work is the AOP projects._

A. USFS C-17 Hill Up Culvert: Advance designs from 30% to Finals, Permit, and Construct.

- Contractor to incorporate 30% design comments and advance design to 60% designs with basis of design report.
- USFS engineering to provide design feedback to 60% plans.
- Contractor to incorporate edits from USFS, Chelan County and other permit agencies as needed to 60% design drawings
- Contractor to develop draft 90% plan set. USFS to provide engineering review and provide comments.
- Contractor to incorporate 90% plan set comments into Final Design plans.
- Permit Development by Chelan County/USFS as needed. Utilize existing USFS permit pathways where possible including Regional General Permit 8 (ACOE/DOE), MOU with WDFW, Section 106.
- Chelan County to prepare project into project manual with bid specifications and bid documents.
- Chelan County to conduct construction management, post project planting, and adaptive management as needed.

B. USFS C-1 Deep Creek Culvert: Designs from 60% to Finals, Permit, and Construct

- Contractor to incorporate edits from USFS, Chelan County and other permit agencies as needed to 60% design drawings
- Contractor to develop draft 90% plan set. USFS to provide engineering review and provide comments.
- Contractor to incorporate 90% plan set comments into Final Design plans.
- Permit Development by Chelan County/USFS as needed. Utilize existing USFS permit pathways where possible including Regional General Permit 8 (ACOE/DOE), MOU with WDFW, Section 106.
- Chelan County to prepare project into project manual with bid specifications and bid documents.
- Chelan County to conduct construction management, post project planting, and adaptive management as needed.

C. Site Plans and Bid Documents for C-12 and C-14 Culvert Removals

- USFS Cultural Resources staff will review cultural resources reports and complete Section 106 Consultation.
- Chelan County to prepare project into project manual with bid specifications and bid documents.
- Chelan County to conduct construction management, post project planting, and adaptive management as needed.
-

Aquatics: Floodplain Restoration/AWS projects

I. Brush Creek Alluvial Water Storage Project: Design and Build

- The Brush Creek AWS Project at RM 2.4-2.7 is a low-tech process-based AWS project that will be permitted and constructed in the 2026 work season. The project calls for installation of hand-built log structures. USFS will review the design and provide input on any changes, as needed.
- USFS will coordinate on botanical and wildlife survey needs. Chelan County will contract for any special surveys required.
- Chelan County to contract cultural resources surveys to qualified Archaeologist/Cultural Resources contractors who will prepare survey reports. USFS will take the lead on Section 106 compliance and Tribal Consultation.
- Permit Development by Chelan County/USFS as needed. Utilize existing USFS permit pathways where possible including Regional General Permit 8 (ACOE/DOE), MOU with WDFW, UWPP NEPA Decision.

II. Big Meadow Creek AWS RM 0 – 0.3: Preliminary Design

- Chelan County will work with USFS and project partners to advance designs from conceptual to preliminary designs (65%) for the Big Meadow Creek RM 0-0.3 Alluvial Water Storage project.
- USFS Hydrology/Fisheries staff will provide design reviews and feedback on the conceptual designs and development of the preliminary design sets.
- USFS staff will provide review and coordination on special surveys reports prepared by contractors and ensure approvals.
- Chelan County will develop permits utilizing existing permit pathways such as the Regional General Permit 8 (ACOE/DOE), MOU with WDFW, and UWPP NEPA Decision.

III. Big Meadow Creek AWS RM 2.6-2.8: Preliminary Design

- Chelan County will work with a restoration design firm to prepare alternatives analysis for review by USFS Engineering, Fisheries, and Hydrology team.
- USFS will attend design team meetings with CCNRD and design consultants at alternatives analysis phase, conceptual, and preliminary design phases to provide feedback on designs.
- Chelan County will coordinate all pre-project survey work required for environmental review including cultural surveys, botany surveys, and wildlife surveys, as needed and directed by USFS.
- Chelan County will prepare environmental permits including utilizing existing USFS permit pathways where possible including Regional General Permit 8 (ACOE/DOE), MOU with WDFW, Section 106.

2. Approximate Implementation Timeline:

Terrestrial treatments will occur during the field season between April and October. Contracts for work are currently being developed, and will be released in a staggered approach starting in spring 2026. Work may continue into November if conditions allow.

Aquatic design work will proceed throughout the year, as funding allows.

3. USFS Planning Coordination Summary:

Chelan County and USFS fuels staff reviewed and agreed upon proposed terrestrial units for 2026 implementation during a meeting that was held on September 11th, 2025. Units were selected based on high priority areas recommended by Forest Service fuels staff east of Plain, as well as accessible and logical areas identified by partners during the coordination effort. The spatial data was uploaded to the shared Box in August, 2025, and discussed at monthly Implementation and Steering Team meetings. Units proposed for machine mastication fall within the overlay of upcoming timber sales, however, none of the proposed work will overlap with the NataWen timber sale in 2026.

Chelan County and USFS staff held monthly Implementation meetings starting in June of 2026 to discuss the workplan and include line items. These planning meetings resulted in development of the SPA that was submitted under the County/USFS GNA agreement and includes all treatments identified in this workplan. The entire project steering team has been updated at monthly steering team meetings beginning in January 2024.

Season Needs (Access, Site Visits, etc): Terrestrial:

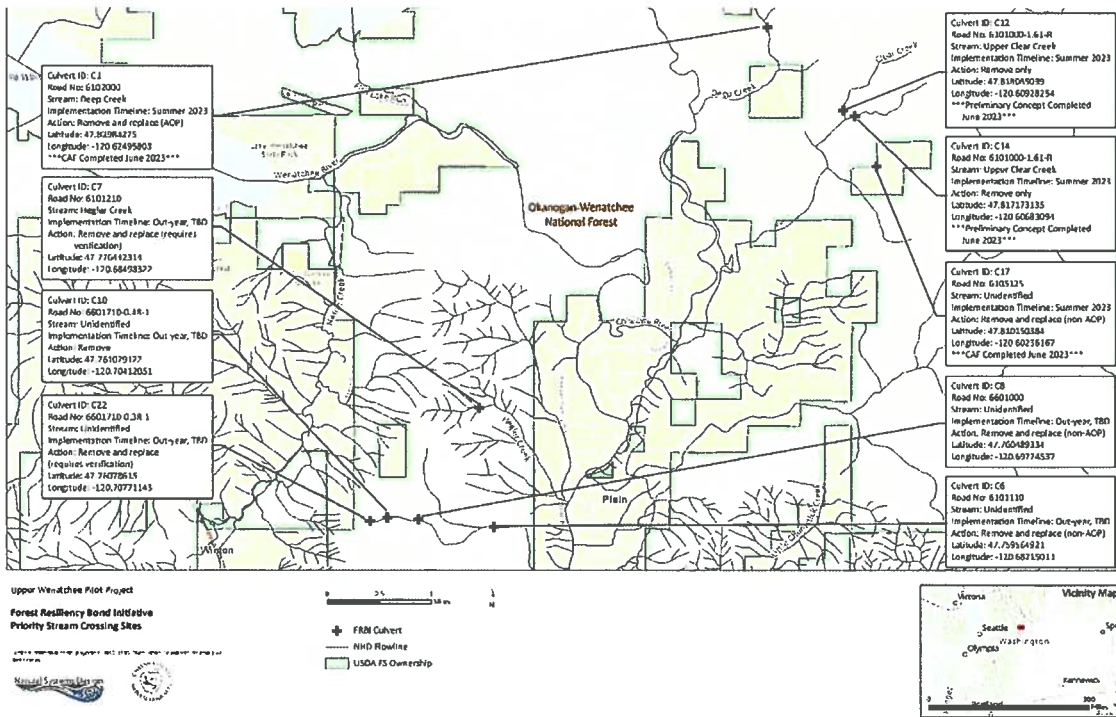
None of the units are located behind locked gates, and will not require special access, although road brushing may be required by the contractor to access the Beaver Valley Overlook hand thinning area and possibly spur roads to access other contract areas. Chelan County will invite USFS staff to review field work at key times, and will coordinate field visits for 2026 unit review and unit planning.

Aquatics:

Site access for survey work, geotechnical survey, and special surveys as needed such as shovel probe assessment from USFS Staff Archaeologists.

4. Maps of Project Work (maps are also located on the USFS Pinyon shared drive):

Aquatics map showing priority culverts included in this workplan

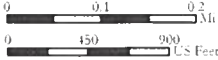




South Shore Lake Wenatchee Machine Thinning Project

Contour_20ft
Roads_OkaWen

 Mastication



August 26, 2026

Bryan Maloney
Chelan County Natural Resources Department
411 Washington St. Suite 201
(509) 670-1772

Re: Eagle Creek Driveway Six Culvert Replacements – Geotechnical Engineering Study
Proposal No. P26001106

Dear Bryan:

Thank you for the opportunity to provide this proposal for geotechnical engineering services in support of design and construction of six culvert replacements along Eagle Creek in Leavenworth, Washington (Site).

Project Description

We understand the project involves replacing six culverts carrying Eagle Creek under private driveway crossings located nearest to addresses 11225, 11165, 10802, 10037 (two culverts), and 9763 Eagle Creek Road in Leavenworth, Washington (Sites). We herein refer to the Sites from west to east (downstream to upstream Eagle Creek) as Site 1, Site 2, Site 3, Site 4, Site 5, and Site 6.

Based on discussions with you, we understand the replacement structure type for Site 1 is still undecided at the time of this proposal. Culverts at Sites 2 and 3 are proposed to be replaced with three-sided box culverts supported on shallow foundation abutments at each end. Sites 4 through 6 are proposed to be replaced with single-span, prefabricated bridges supported on shallow foundation abutments at each end. The replacement structures at Sites 1, 2, 3, 5, and 6 will support vehicular traffic while the bridge proposed for Site 4 will only support pedestrian use only.

We understand you are requesting geotechnical services to investigate subsurface conditions at the proposed culvert replacement foundation locations and geotechnical engineering reports presenting geotechnical engineering conclusions and recommendations for design of the shallow foundations to support the new structures and earthworks elements. Our detailed scope of work is presented below.

Proposed Scope of Work Summary

We will complete subsurface explorations, geotechnical engineering analyses, and reports for this Project. These scope items are detailed in the tasks below.

Task 1 – Site Reconnaissance, Borings, and Laboratory Testing

We will review the readily available data and mapping at and near the Site and coordinate and execute a reconnaissance of the Sites. Our reconnaissance will be performed by traversing the accessible portions of the Site and nearby areas and noting visible geologic features, such as soil exposures in the creek channel, outcrops, scarps, vegetation patterns, drainage characteristics, and springs, if any.

During our reconnaissance, we will also mark the proposed exploration (boring) locations in white paint and/or stakes for planning and utility locating. We will use the public one-call utility locating service to clear the proposed areas of the borings. We will hire a private utility locator/subcontractor with ground radar equipment to locate irrigation lines, or other non-franchise utilities that are suspected, but not marked. We should be provided with any drawings or other information available on utility locations within the limits of the Sites. Our fee does not include utility repair costs. We will take reasonable precautions to reduce the potential for damage to utilities; however, we do not assume responsibility for the cost of repairing utilities that are unmarked or incorrectly marked.

We will complete machine-drilled borings using a 6- to 8-inch-diameter hollow stem auger at each culvert to characterize the subsurface conditions. In a cost-efficient effort to combat access restrictions (narrow roads, unable to close the road, vegetation, and trailer turnarounds) and subsequent limitations on drill rig size, we aim to complete up to two borings at each site to depths of about 20 feet each or to drilling refusal on hard/dense soil, boulders, or bedrock, using small-tracked drill rig in one mobilization over three to four consecutive workdays. Access, utilities, or other unforeseen obstacles and limitations may limit exploration locations to only one boring at some Sites. Standard Penetration Test (SPT) will be completed at 5-foot intervals during the drilling.

The drilled soil borings will be supervised and logged by a Geosyntec field engineer or field geologist and used to directly observe subsurface soil and groundwater conditions. Samples of the encountered soils will be collected for additional observation and laboratory testing. The borings will be backfilled with bentonite chips per Washington State regulations and finished with surface patching with gravel to approximately match the surrounding conditions. Drill cuttings will be spread thinly on Site.

Our cost estimate assumes up to 4 full days of on-site drilling to accomplish the work, which we think is reasonable based on our understanding of Site conditions and experience with similar projects.

Some incidental vegetation hand trimming may need to occur to facilitate drill rig access along the road shoulders. We assume you and/or other Project stakeholders will coordinate and provide ready access for the subsurface explorations, along with any required coordination with landowners regarding notification of the field work. We have assumed no traffic control will be needed.

Soil and rock samples obtained from the borings will be placed in air-tight containers and transported to Geosyntec's geotechnical laboratory for further examination. Selected samples will be submitted for laboratory testing of index and engineering properties. Tests may include natural moisture content, grain-size distribution, organic content, and Atterberg Limits (if fine-grained cohesive soils are encountered).

Task 2 – Geotechnical Engineering Analysis and Reporting

We will prepare up to three draft geotechnical engineering reports for the Project, summarizing the results of our investigation, testing, geotechnical engineering analyses, and our conclusions and recommendations for shallow foundation support and earthwork. One report will address Site 1:

one report will address Sites 2, 3, and 6; and one report will address Sites 4 and 5; assuming they are all relatively similar conditions and recommendations to efficiently group into one report.

Our reports will include the following:

- Project and Site descriptions
- Results of the Site reconnaissance and borings
- Exploration logs, Site plan showing approximate boring locations
- Laboratory test results
- Seismic design considerations (Site 4 only; bridge)
- Recommended vertical and lateral shallow foundations parameters, including:
 - limit state bearing resistances
 - settlement estimates
 - lateral resistances in accordance with AASHTO LRFD Bridge Design Specifications
- Recommended lateral earth pressures for design of temporary shoring by contractor (Site 1 only)
- Construction considerations, including:
 - temporary excavations
 - construction dewatering
 - imported structural fill and potential reuse of on-Site soil as structural fill
 - site grading
 - wet weather considerations

After our draft reports have been submitted, we will communicate with you to review and discuss geotechnical engineering considerations. Any review comments on our drafts will be addressed and final reports will be issued. We have assumed up to 12 hours of labor (about 4 hours per report) will be needed to adequately address comments and revise the draft reports to produce final versions.

Task 3 – Project Management

We will manage our work and that of our subcontractors and correspond with you as needed to advance the above scope of work.

Schedule

We can provide a summary email of our preliminary findings within 1 week after completing the borings. Our draft reports will be submitted within about 4 to 5 weeks after completing the borings and laboratory testing. Our final stamped report will be submitted within 1 to 2 weeks of receiving review comments from you. We can expedite one report ahead of the others at your direction.

Cost Estimate

The above Services will be billed on a time-and-materials basis not to exceed \$76,000 in accordance with the attached Schedule of Charges. The cost breakdown is as follows:

- Site 1: \$12,000 total (includes \$4,600 for subcontractors and other direct costs)
- Sites 2–6: \$64,000 total (includes \$24,000 for subcontractors and other direct costs)

We will notify you and obtain your authorization if additional effort above and beyond the estimated scope of this work is required. This cost proposal is valid for 90 days unless extended in writing by Geosyntec.

By its signature below and/or authorizing Geosyntec Consultants, Inc. and its subsidiaries and affiliates to proceed in accordance with this Proposal, Chelan County Natural Resources Department accepts and agrees to the Services, Schedule and Compensation described above and the attached terms and conditions. Please return one signed copy of this Agreement to Geosyntec, and retain a signed copy for your records.

Sincerely,

Geosyntec Consultants, Inc.



Nick Szot, PE
Principal Geotechnical Engineer
Nick.Szot@geosyntec.com

Client Representative _____ Date _____

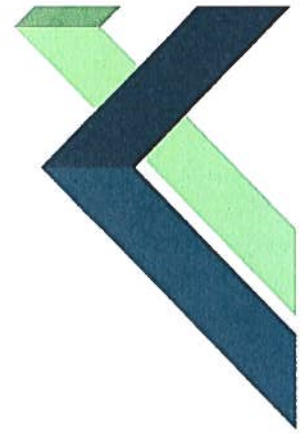
Name



Kale Spina, PE
Professional Geotechnical Engineer
Kale.Spina@geosyntec.com

Title

Attachments: Terms and Conditions
Schedule of Charges



Attachment A Professional Services Agreement

This Professional Services Agreement ("Agreement") is attached to and made a part of the Proposal submitted to Chelan County Natural Resources Department ("Client") by Geosyntec Consultants, Inc., and its subsidiaries and affiliates (collectively "Geosyntec"), dated August 26, 2026, ("Proposal"). Geosyntec shall perform the scope of services described in the Proposal subject to the following terms and conditions upon acceptance of the Proposal or Client's authorization to proceed. The Client and Geosyntec are referred to herein individually as "Party" and collectively as "Parties."

1. ACCEPTANCE OF TERMS

The terms and conditions set forth below and the contents of the Proposal shall constitute the full Agreement between the Client and Geosyntec and shall be deemed mutually accepted and effective upon Client signing the Proposal, issuing an authorization to proceed with the Proposal, or by payment of an invoice submitted by Geosyntec. Any changes or amendment to these terms and conditions or conflicting terms introduced by Client in a purchase order or other document are expressly rejected unless both Parties agree to the changes in writing and they are incorporated into this Agreement. Any amendment must be in writing and signed by Client and Geosyntec.

2. SCOPE OF SERVICES

The services Geosyntec will provide pursuant to this Agreement ("Services") are described in the Proposal and any amendments or Change Orders issued thereto, which shall set forth the schedule and estimated charges for the Services. If the Services are to be rendered in connection with a specific location, the Proposal shall also describe the site ("Project Site").

3. CLIENT RESPONSIBILITY

Client shall provide to Geosyntec, in writing (when applicable), all information relating to Client's requirements for the Project in a timely manner. Client will also provide to Geosyntec prompt written notice of any suspected deficiency in the Services to

avoid impacts to the progress of the Project and provide Geosyntec with any necessary approvals and decisions. When the Services include on-site activities, Client shall also correctly identify the location of subsurface structures, such as pipes, tanks, cables, and utilities. Client shall notify Geosyntec of any potentially hazardous substances or other health and safety hazards or conditions known to Client existing on or near the Project Site. Client shall be responsible for obtaining all the necessary permits required to execute the Services and Project work. Geosyntec will assist Client with permit applications if that assistance is included in the Services; however, all impacts and obligations will be the responsibility of the Client. Geosyntec shall not be liable for any delays related to obtaining permits, whether caused by the Client, regulatory bodies, or other third parties. If Geosyntec employees are embedded in the Client's organization, the Client shall be responsible for all oversight, direction, and work product prepared by the individual at the Client's direction. In addition, Client agrees to hold Geosyntec harmless from any claim related to or arising from circumstances, acts, or omissions in connection with the Project Site that occurred prior to Geosyntec providing any Services under this Agreement.

4. COMPENSATION, INVOICING, AND PAYMENT

The method of compensation shall be identified in the Proposal. When the method of compensation is on a time-and-materials basis, Geosyntec shall submit invoices to Client reflecting the number of hours worked multiplied by the hourly rate reflected in Geosyntec's rate schedule attached to the Proposal and any preapproved expenses for reimbursement. The rates and rate schedule for projects lasting more than one (1) year may be adjusted annually. The rates are inclusive of all taxes except the value-added, sales, service, or withholding taxes that are imposed by some jurisdictions, and which shall be explicitly identified. Any such applicable taxes will be added to the invoice and shall be paid by the Client. Geosyntec shall not be liable for taxes imposed outside the United States, Canada, Australia,

Ireland, and the United Kingdom. Where compensation is subject to a not-to-exceed budget, such limit shall only apply to the total approved budget. Any amount allocated to a task or milestone may be exceeded without Client authorization as long as the total budget limit is not exceeded. Rates for days of actual testimony at depositions, trials, or hearings will be two (2) times the rate shown on the rate schedule. All costs incurred and time spent by Geosyntec responding to subpoenas related to litigation that Geosyntec is not a named party shall be reimbursable in accordance with Geosyntec's then current rate schedule.

Geosyntec shall periodically submit invoices to Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. Payment shall not be conditioned upon Client's receipt of payment from any other parties. If Client objects to all or any portion of any invoice, Client shall notify Geosyntec of the objection in writing within fifteen (15) calendar days from the date of the invoice, give reasons for the objection, and pay that portion of the invoice not in dispute.

Geosyntec may invoice Client for any expense authorized by the Client exceeding \$5,000 before the expense has been incurred by Geosyntec. For any payment received by Geosyntec more than thirty (30) days from the date of the invoice, Client shall pay the greater of an additional charge of one percent (1%) of the amount of the invoice per month or the maximum percentage allowed by law. Payment received thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. No deductions shall be made from Geosyntec's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Client or others or on account of the cost of changes in the Services.

In addition to the above, if payment of Geosyntec invoices is not maintained on a thirty (30) day current basis, Geosyntec may, by a ten (10) day written notice to Client, suspend further performance and withhold any and all deliverables and data from Client until such invoice payments are restored to a current basis. If the Project Site is in a jurisdiction that requires Geosyntec to pay any subcontractors within a stated period of time, the Client shall make payment to Geosyntec within five (5) days before such time period lapses.

5. CHANGES

In the event that Geosyntec provides services beyond those specified in the scope of services or requested by the Client, the Parties shall negotiate

an adjustment to the scope, schedule, or fee, and the Change Order shall be equitably adjusted to represent such changes.

6. RECOGNITION OF RISK

Client recognizes that services and opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where data are obtained. Client also recognizes that the limited data results in uncertainty with respect to interpreting these conditions despite the use of due professional care. Any cost estimate Geosyntec prepares represents judgment as a design professional and is supplied for the general guidance of the Client. Since Geosyntec has no control over the cost of labor and material or over competitive bidding or market conditions, Geosyntec does not guarantee the accuracy of such estimates as compared to contractor bids or actual cost to the Client. Accordingly, any estimates, forecasts, and predictions provided as part of the Services are presented solely based on the assumptions accompanying the estimates, forecasts, and predictions.

7. STANDARD OF CARE

Geosyntec shall render its Services in a manner consistent with the level of care and skill ordinarily exercised by other firms rendering the same services under similar circumstances at the time the Services are performed. The representations provided herein are provided expressly in lieu of all other warranties or conditions, express or implied. All statutory or implied warranties and conditions, including but not limited to those of merchantability and fitness for a purpose, are hereby expressly negated and excluded. Should an error or omission become apparent in the Services during the term of the Agreement or within ninety (90) days after Services are completed, Geosyntec's liability shall be limited to the correction of the error or omission and shall be contingent upon Geosyntec being notified promptly of the defect.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Parties shall indemnify and hold harmless each other (and each of their respective officers, directors, shareholders, partners, employees, and representatives) from and against all claims, demands, causes of actions, and suits based on or arising from allegations of illness, injuries to persons, destruction of or damage to property, costs, expenses and all reasonable expenses, legal or otherwise, to the extent arising out of the indemnifying Party's negligent acts or omissions. In

addition, the Parties shall indemnify, defend, and hold harmless the other Party against all loss, cost, expense, royalties, claims for damages, or liability in law or in equity, including without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, or other proprietary right of any person or entity in consequence of the use of any documents or materials by indemnifying Party.

9. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the liability of Geosyntec, its employees, agents, and subcontractors for claims of loss, injury, death, damage, or expense incurred by the Client, including without limitation, third-party claims for contribution and indemnification, arising out of or relating to Services rendered or obligations imposed under this Agreement or any Change Order issued hereunder, shall not exceed in the aggregate the greater of \$100,000 or the amount paid to Geosyntec under the applicable Proposal or Change Order. The Client shall indemnify and defend Geosyntec against any third-party claims, or any claims arising from services rendered by Geosyntec employees embedded in the Client's organization, asserted against Geosyntec exceeding the limitation of liability. In addition, neither Party shall be entitled to recover consequential damages, including, without limitation, loss of use or loss of profits, from the other Party, their employees, representatives, agents, subsidiaries, affiliates, successors, or assigns. The foregoing limitations of liability shall apply regardless of whether the allegation is based on a theory of breach of contract, negligence, or other wrongful act but shall not apply if caused by gross negligence or willful misconduct.

10. INSURANCE

Geosyntec shall maintain the following minimum insurance coverage during the term of this Agreement:

- (i) Workers' Compensation Statutory Employer's Liability
\$1,000,000 per occurrence
- (ii) Commercial General Liability
\$1,000,000 per occurrence
or Public Liability Insurance
- (iii) Comprehensive Automobile Liability
\$2,000,000 combined single limit
- (iv) Professional Liability
\$1,000,000 per claim

Geosyntec shall provide Client with an insurance certificate upon Client's request.

11. DISPUTES

The Parties agree to promptly resolve their differences through good-faith negotiations as a condition precedent to filing a formal claim. In the event disputes remain following such good-faith negotiations between the Parties, the remaining dispute shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in performing the Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three (3) weeks, or within a longer time period as the Representatives may agree, an independent third party that is agreed to by both Parties shall mediate the dispute. Any disputes or portions thereof remaining following third-party mediation shall be determined by remedies at law or equity, as they may be available, subject to the limitations in this Agreement and the venue selection stated in Section 21 below. Any applicable statute of limitations on any claim in any way related to this Agreement shall commence to run, and alleged cause of action shall be deemed to have accrued no later than the date of either Geosyntec's final invoice or termination of this Agreement by either Party. Both Parties agree that the applicable statute of limitations for any claims in any way related to this Agreement shall be shortened to a period not longer than two (2) years unless a shorter statute of limitations would otherwise apply.

12. RIGHT OF ENTRY

Client grants Geosyntec a right of entry from time to time for Geosyntec, its employees, agents, and subcontractors to provide the Services. If the Project Site is not owned by Client, Client warrants that permission has been granted for right of entry. If Geosyntec is required to enter into agreements with third parties to obtain access to property to perform the Services, such agreements must be consistent with the obligations imposed on Geosyntec under this Agreement, and the compensation, schedule, and the terms and conditions of this Agreement shall be subject to an equitable adjustment to reflect additional obligations imposed thereunder. If the provisions of any written access agreement between Client and the property owner require the Client's agents, such as Geosyntec, to name the property owner as an additional insured, those provisions shall be incorporated into this Agreement. Client shall indemnify and defend Geosyntec for any liabilities or claims that may result from a right-of-entry agreement with legal obligations imposed upon Geosyntec greater than those in this Agreement.

13. PROJECT SITE RESPONSIBILITIES

Geosyntec shall visit the Project Site as needed to complete the Services. Construction observation responsibilities will occur at appropriate intervals to allow Geosyntec to become generally familiar with the progress and quality of work (contractors' work) to determine whether the work is proceeding in general accordance with the contract documents. Visits to the Project Site and observations made by Geosyntec shall not make Geosyntec responsible for nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Geosyntec shall incur no liability for unforeseen costs and/or claims relating to the Services that arise from Project Site conditions that differ from anticipated conditions, including without limitation, any subsurface conditions or systems and/or utility configurations.

14. HAZARDOUS SUBSTANCES

"Hazardous Substances" shall refer to any hazardous, toxic, or dangerous substance that under existing law cannot be introduced back into the environment without additional treatment. In the event that Geosyntec encounters unanticipated Hazardous Substances, Geosyntec may suspend work for safety reasons until mutually agreeable arrangements are made, including but not limited to, amendments to this Agreement. Solely upon Client's request, Geosyntec may assist Client in identifying options for off-site treatment, storage, or disposal of the Hazardous Substances. Geosyntec will not make any independent determination relating to the selection of a treatment, storage, or disposal facility. Geosyntec will not subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances. In the event Parties mutually agree that Geosyntec will sign manifests or arrange for the transportation of waste, Geosyntec will only do so as an agent of the Client and after a Waste Disposal Agency Agreement or comparable form is executed by both Parties. Client shall indemnify, defend, and hold harmless Geosyntec against any claim or loss resulting from Geosyntec's handling of Hazardous Substances.

15. CONFIDENTIALITY

Geosyntec will maintain as confidential the provisions of this Agreement and any business information that is not generally known to and cannot be readily ascertained by others and which a reasonable person under the circumstances would consider confidential. Geosyntec will not release,

distribute, or publish the same provisions or business information or Geosyntec's test results to any third party without prior permission from Client unless required by law, order of a court, or regulatory body of competent jurisdiction. Geosyntec will give Client prior notice before such a release occurs.

16. INTELLECTUAL PROPERTY AND USE OF DOCUMENTS

Provided that Geosyntec has been fully paid for the Services, Client shall have a perpetual, nontransferable license and right to use the documents, maps, photographs, drawings, and specifications resulting from Geosyntec's efforts on the Project (Work Products). Except where necessary to give effect to the foregoing limited license, Geosyntec is not granting Client any license for Geosyntec's patents, patent applications, patent disclosures, inventions and improvements (whether patentable or not), copyrights, copyrightable works (including computer programs), trade secrets, trademarks, service marks, know-how, database rights, or any other form of intellectual property created, developed, or conceived outside the performance of Services. Geosyntec shall have the right to retain copies of all such materials.

Work Products delivered in electronic form are subject to anomalies, errors, misinterpretation, deterioration, and unauthorized modification. Electronic documents provided by Geosyntec and not identified as final work product are furnished solely for convenience. Only those professional work products bearing Geosyntec's signature or professional stamp may be relied upon by Client or other recipients if approved in writing.

Geosyntec may rely on data provided by Client or other third parties without independent verification unless the responsibility for verification is addressed in the Proposal or Change Order. If the Services include the use of a geographic information system (GIS) database, Client acknowledges that any changes to the information contained in the database will result in different results. The Client will be solely responsible for any modifications to the database made by Client.

Geosyntec is performing the Services under this Agreement solely for Client and solely with respect to the Project and not for any other party or purpose. No party other than Client shall be entitled to rely on Work Products provided by Geosyntec as part of the Services without Geosyntec's separate written consent. Geosyntec shall have no liability for the use of any Work Products by any party for any purpose other than the Project. Client will indemnify, defend, and hold Geosyntec harmless from any claims by



third parties arising from the use of any Work Products.

17. DELAYS AND FORCE MAJEURE

Geosyntec shall not be responsible for any delays resulting from actions or inactions of the Client or third parties. In the event that Geosyntec field or technical work is interrupted due to causes reasonably outside of its control, Geosyntec's schedule for performance and compensation shall be equitably adjusted (in accordance with Geosyntec's current rate schedule) for the additional labor, equipment, time, and other charges associated with maintaining its work force and equipment available during the interruption and for such similar charges that are incurred by Geosyntec for demobilization and subsequent remobilization.

Except for the foregoing provision, neither Party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the reasonable control of the other Party. Delays within the scope of this Section that cumulatively exceed forty-five (45) days shall, at the option of either Party, make the Proposal subject to termination for convenience or to renegotiation.

18. SUSPENSION AND TERMINATION

If Client suspends the work or Geosyntec's Services for more than thirty (30) days, upon resumption of Services, Client shall compensate Geosyntec for expenses incurred as a result of the suspension and resumption of Services, and Geosyntec's schedule and fees for the remainder of the Services shall be equitably adjusted. If the Services are suspended for more than ninety (90) days, consecutive or in the aggregate, Geosyntec may terminate the Proposal or Change Order upon giving a minimum of five (5) days written notice to the Client.

Either Party can terminate this Agreement for cause if the other commits a material and uncured breach of this Agreement, including untimely payment, or becomes insolvent, has a receiver appointed, or makes a general assignment for the benefit of creditors. Termination for cause shall be effective five (5) calendar days after receipt of a written notice of termination unless a later date is specified in the notice of termination. The notice of termination for cause shall contain specific reasons for termination. Both Parties shall cooperate in good faith to cure the causes for termination stated in the notice of termination. Termination for cause shall not be effective if reasonable action has been taken to cure the breach before the effective date of the termination. Client shall pay Geosyntec upon invoice for Services performed and charges incurred prior to suspension of termination plus suspension and

termination charges incurred. Termination charges shall include, without limitation, putting Project documents and analyses in order and all other related charges incurred that are directly attributable to the termination. In the event of termination for cause, the Parties shall have their remedies at law as to other rights and obligations between them, subject to the terms and conditions of this Agreement.

19. ASSIGNMENT AND THIRD-PARTY RIGHTS

Neither Party to this Agreement shall assign its duties and obligations hereunder to a third party without the prior written consent of the other Party. This Agreement shall not create any rights or benefits to parties other than Client and Geosyntec.

20. VALIDITY AND SEVERABILITY

The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the Parties' intentions regarding the provisions and saves the validity and enforceability of the provision. If any provision or portion of this Agreement is held to be unenforceable or invalid, the remaining provisions or portions shall remain in full force and effect.

21. GOVERNING LAW AND VENUE

This Agreement and all disputes related to it shall be governed and construed by the laws of the state of Washington, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Any disputes, controversies, or claims related to this Agreement shall be heard in the state or federal courts located in Seattle, Washington. The Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise. The Parties agree that the UN Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

22. INTEGRATED WRITING

This Agreement constitutes a final and complete repository of the agreements between Client and Geosyntec. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications to the terms and conditions of this Agreement shall not be binding unless made in writing and agreed to by both Parties. Any written authorization or notice to proceed that the Client gives to Geosyntec regarding Services shall be incorporated into the Proposal or



Change Order and shall have the effect of attaching this Agreement to the authorized Services.

23. NOTICES, SIGNATURES, AND AUTHORIZED REPRESENTATIVES

The signatories of this Agreement and/or the authorization to proceed are the authorized representatives of Client and Geosyntec for the execution of this Agreement. Any information or notices required or permitted under this Agreement or any Change Order shall be deemed to have been sufficiently given if in writing or via email and delivered to the authorized representative at the appropriate address or email address.



**GEOSYNTEC CONSULTANTS
2026 U.S. RATE SCHEDULE**

	<u>Rate/Hour</u>
Staff Professional	\$170
Senior Staff Professional	\$195
Professional	\$225
Project Professional	\$255
Senior Professional	\$290
Principal	\$320
Senior Principal	\$345
Technician I	\$98
Technician II	\$108
Senior Technician I	\$115
Senior Technician II	\$125
Site Manager I	\$140
Site Manager II	\$155
Construction Manager I	\$165
Construction Manager II	\$178
Senior Designer	\$220
Designer	\$185
Senior Drafter/Senior CADD Operator	\$175
Drafter/CADD Operator/Artist	\$155
Senior Technical Editor	\$178
Technical Editor	\$158
Senior Project Analyst	\$158
Project Analyst	\$132
Project Administrator	\$103
Clerical	\$ 80
Direct Expenses	Cost plus 15%
Subcontract Services	Cost plus 15%
Specialized Computer Applications (per hour)	\$15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.09

Rates are provided on a confidential basis and are client and project specific.
 Unless otherwise agreed, rates will be adjusted annually based on a minimum of the BLS reported change in the average hourly earnings of all employees, engineering and drafting services.
 Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
 Construction management fee presented upon request.

1. DATE ISSUED MM/DD/YYYY 1a. SUPERSEDES AWARD NOTICE dated 03/24/2025
09/08/2026 except that any additions or restrictions previously imposed
remain in effect unless specifically rescinded

2. ASSISTANCE LISTING NUMBER
15.507 - WaterSMART (Sustain and Manage America's Resources for Tomorrow)

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. R23AP00536-02 5. TYPE OF AWARD
Originating MCA # Other

4a. FAIN R23AP00536 5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY
From 07/31/2023 Through 12/31/2027

7. BUDGET PERIOD MM/DD/YYYY
From 07/31/2023 Through 12/31/2027

8. TITLE OF PROJECT (OR PROGRAM)

Yaksum Water Company Pipeline Replacement Project

9a. GRANTEE NAME AND ADDRESS

COUNTY OF, CHELAN
411 Washington St Ste 201
Wenatchee, WA, 98801-2854

9b. GRANTEE PROJECT DIRECTOR

Mr. Stephen Lesky
411 Washington St STE 201
Wenatchee, WA, 98801-2854
Phone: 509-670-8094

10a. GRANTEE AUTHORIZING OFFICIAL

Mr. Stephen Lesky
411 Washington St STE 201
Wenatchee, WA, 98801-2854
Phone: 509-670-8094

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	\$	0.00
b. Fringe Benefits	\$	0.00
c. Total Personnel Costs	\$	0.00
d. Equipment	\$	0.00
e. Supplies	\$	0.00
f. Travel	\$	0.00
g. Construction	\$	0.00
h. Other	\$	176,078.00
i. Contractual	\$	0.00
j. TOTAL DIRECT COSTS	\$	176,078.00
k. INDIRECT COSTS	\$	2,353.00
l. TOTAL APPROVED BUDGET	\$	178,431.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	\$	86,995.00
b. Less Unobligated Balance From Prior Budget Periods	\$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$	86,995.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$	0.00
13. Total Federal Funds Awarded to Date for Project Period	\$	86,995.00

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project)

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	\$	d. 5	\$
b. 3	\$	e. 6	\$
c. 4	\$	f. 7	\$

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

ALTERNATIVES:

- a. DEDUCTION
- b. ADDITIONAL COSTS
- c. MATCHING
- d. OTHER RESEARCH (Add / Deduct Caption)
- 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, listed 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 -
See next page

☒ Yes

☐ No

GRANTS MANAGEMENT OFFICIAL:

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

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

Section 9504(a), Omnibus Public Lands Management Act of 2009,
(Public Law 111-11), as amended.

17. VENDOR CODE 0070124754			18a. UEI GQLWQNMFUJJ5		18b. DUNS 614835671	19. CONG. DIST. 08
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051033651-00010	\$0.00	07/31/2023	12/31/2027	0680	FA FY22 SWEP Chelan County

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 3

DATE ISSUED
09/08/2026

GRANT NO. R23AP00536-02

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

09/08/2026

GRANT NO. R23AP00536-02

Federal Financial Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
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
07 31 2023	12 31 2027	Project Final	04 29 2028

Performance Progress Report Cycle

Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
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
07 31 2023	12 31 2027	Project Final	04 29 2028

AWARD ATTACHMENTS

COUNTY OF, CHELAN

R23AP00536-02

1. Mod 002 R23AP00536



— BUREAU OF —
RECLAMATION

Amendment to Federal Financial Assistance Terms and Conditions of Award

1. Purpose of this Amendment

The purpose of this no-cost amendment is to revise the completion date as described below in Section 2.

All other terms and conditions remain unchanged.

2. Period of Performance

As a result of this amendment, the period of performance is changed from 7/31/2023 through 12/31/2026 to 7/31/2023 through 12/31/2027.

**CONSULTANT AGREEMENT: Between
RLR Cultural Resources LLC (RLR) Archaeological Consulting
and Chelan County Natural Resource Department**

CONSULTING CONTRACT

THIS AGREEMENT is made as of *September 9, 2026* between CHELAN COUNTY NATURAL RESOURCE DEPARTMENT and RLR CULTURAL ESOURCES LLC (RLR) regarding the **Dry Creek Project, Chelan County, WA.**

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

TERMS AND CONDITIONS

1. Services. RLR agrees to perform for Chelan County Natural Resource Department the services listed in the Scope of Services section in Exhibit A, attached hereto and executed by both Chelan County Natural Resource Department and RLR. Such services are hereinafter referred to as "Services." Chelan County Natural Resource Department agrees that RLR shall have ready access to Chelan County Natural Resource Department's staff and resources as necessary to perform the RLR's services provided for by this contract.

2. Compensation for Services. Chelan County Natural Resource Department agrees to pay RLR for Services for the price not to exceed **\$7358.00 for the Project** and executed by both Chelan County Natural Resource Department and RLR. The total amount of this contract is for regulatory survey of the Dry Creek project area. This amount includes all tasks in the attached scope.

3. Invoicing. Chelan County Natural Resource Department shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by RLR, and Chelan County Natural Resource Department shall pay the amount of such invoices to RLR.

4. Confidential Information. Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming. RLR hereby acknowledges that during the performance of this contract, the RLR may learn or receive confidential Chelan County Natural Resource Department information and therefore RLR hereby confirms that all such information relating to the Chelan County Natural Resource Department's business will be kept confidential by the RLR, except to the extent that such information is required to be divulged to the RLR's clerical or support staff or associates in order to enable RLR to perform RLR's contract obligation.

5. Staff. RLR is an independent contractor and neither RLR nor RLR's staff is or shall be deemed to be employed by Chelan County Natural Resource Department. Chelan County Natural Resource Department is hereby contracting with RLR for the services described on Exhibit A and RLR reserves the right to determine the method, manner and mean by which the services will be performed. RLR is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Chelan County Natural Resource Department's premises, then RLR's time spent at the premises is to be at the discretion of the RLR; subject to the Chelan County Natural Resource Department's normal business hours and security requirements. RLR hereby confirms to Chelan County Natural Resource Department that Chelan County Natural Resource Department will not be required to furnish or provide any training to RLR to enable RLR to perform services required hereunder. The services shall be performed by RLR or RLR's staff, and Chelan County Natural Resource Department shall not be required to hire, supervise or pay any assistants to help RLR who performs the services under this agreement. RLR shall not be required to devote RLR's full time nor the full time of RLR's staff to the performance of the services required hereunder, and it is acknowledged that RLR has other Chelan County Natural Resource Department projects and RLR offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of RLR. Except to the extent that the RLR's work must be performed on or with Chelan County Natural Resource Department's computers or Chelan County Natural Resource Department's existing software, all materials used in providing the services shall be provided by RLR. RLR's services hereunder cannot be terminated or cancelled short of completion of the services agreed upon except for RLR's failure to perform the contract's specification as required hereunder and conversely, subject to Chelan County Natural Resource Department's obligation to make full and timely payment(s) for RLR's services as set forth in Exhibit B, RLR shall be obligated to complete the services agreed upon and shall be liable for non-performance of the services to the extent and as provided in Paragraph 10 hereof. Chelan County Natural Resource Department shall not provide any insurance coverage of any kind for RLR or RLR's staff, and Chelan County Natural Resource Department will not withhold any amount that would normally be withheld from an employee's pay. RLR shall take appropriate measures to insure that RLR's staff is competent and that they do not breach Section 4 here of. Each of the parties hereto agrees that, while performing Services under this Agreement, and for a period of six (6) months following the termination of this Agreement, neither party will, except with the other party's written approval, solicit or offer employment to the other party's employees or staff engaged in any efforts under this Agreement.

6. Use of Work Product. Except as specifically set forth in writing and signed by both Chelan County Natural Resource Department and RLR, RLR shall have all copyright and patent rights with respect to all materials developed under this contract, and Chelan County Natural Resource Department is hereby granted a non-exclusive license to use and employ such materials within the Chelan County Natural Resource Department's business.

7. Chelan County Natural Resource Department Representative. Christina Barrineau shall represent the Chelan County Natural Resource Department during the performance of this contract with respect to the services and deliverables as defined herein and has authority to execute written modifications or additions to this contract as defined in Section 14.

8. Disputes. Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

- The final arbitration decision shall be enforceable through the Chelan County Superior Court. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable as if this section 8 were not a part hereof.

10. Liability. RLR warrants to Chelan County Natural Resource Department that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both Chelan County Natural Resource Department and RLR. RLR makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event shall RLR be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to RLR in advance or could have been reasonably foreseen by RLR, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Chelan County Natural Resource Department shall be limited to One Hundred Dollars (\$100.00) as liquidated damages and not as a penalty.

11. Laws RLR shall comply with all federal, State, and local laws and ordinances applicable to the work to be done under this agreement. - This Agreement shall be construed in accordance with the laws of the Chelan County Superior Court.

12. Indemnity RLR shall indemnify and hold Chelan County Natural Resource Department and the State of Washington and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from RLR's negligence or breach of any of its obligations under this agreement; provided that nothing herein shall require RLR to indemnify Chelan County Natural Resource Department or the State of Washington, their agents officers or employees; and provided further that if the claims or suits are caused by or a result from the concurrent negligence of (a)RLR, its agents or employees, and (b) Chelan County Natural Resource Department and the State of Washington, their agents officers and employees, this indemnity provision, with respect to (1) claims or suits based upon such negligence (2) the costs to Chelan County Natural Resource Department or the State of

Washington of defending such claims or suits based upon such negligence (2) the costs to Chelan County Natural Resource Department or the State of Washington of defending such claims shall be valid and enforceable only to the extent of RLR's negligence or the negligence of RLR's agents or employees

13. Relation: RLR's relation to Chelan County Natural Resource Department shall be at all times an independent contractor

14. Insurance

A. Professional Liability Insurance or Miscellaneous Professional Liability Insurance: Consultant agrees to procure and maintain professional liability insurance or miscellaneous professional liability Insurance with a limit not less than **\$1,000,000**.

B. Business Automobile Liability Insurance: Consultant shall maintain business automobile liability insurance or equivalent form with a limit of not less than **\$1,000,000** for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

C. Worker's Compensation Insurance: Consultant shall procure and maintain workers' compensation and employers' liability insurance as required by Washington law.

15. Complete Agreement. This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of RLR by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Chelan County Natural Resource Department acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

16. Applicable Law. RLR shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not made in Exhibit A. This Agreement shall be construed in accordance with the laws of the Chelan County Superior Court

17. Scope of Agreement. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

18. Additional Work. After receipt of an order which adds to the Services, RLR may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Chelan County Natural Resource Department agrees to pay RLR for

such action and expenditure as set forth in Exhibit B of this Agreement for payments related to Services.

19. Termination.

Termination For Cause

The Chelan County Natural Resource Department may terminate for cause this Agreement with a seven (7) calendar days prior written notification to RLR, at the sole discretion of the Chelan County Natural Resource Department, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. The Chelan County Natural Resource Department reserves the right to terminate this Agreement if RLR fails to commence work on the project within six (6) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of the Chelan County Natural Resource Department to RLR is contingent upon satisfactory performance by RLR of all of its obligations under this Agreement. In the event RLR unjustifiably fails, in the opinion of the Chelan County Natural Resource Department, to perform any obligation required of it by this Agreement, the Chelan County Natural Resource Department may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

The Chelan County Natural Resource Department may withhold payments for the purpose of set off the exact amount of damages due the Chelan County Natural Resource Department from RLR.

Termination By Mutual Agreement

The Chelan County Natural Resource Department and RLR may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by RLR under this Agreement, at the option of the Chelan County Natural Resource Department, will become property of the Chelan County Natural Resource Department and RLR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

20. Records Retainment

RLR will retain all procurement and contract records for at least three years after the close of the agreement.

21. Equal Opportunity and nondiscrimination

During the performance of this Contract, the Contractor shall comply with all federal and state non-discrimination laws, regulations, policies. In the event of the RLR's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Contract may be rescind, canceled or terminated in whole or in part, and the RLR may be declared ineligible for further contracts. RLR shall, however, be given a reasonable time in which to cure this non-compliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

22. Notices.

(i). Notices to Chelan County Natural Resource Department should be sent to:

Chelan County Natural Resource Department
411 Washington St, Suite 201
Wenatchee, WA 98801

RLR Cultural Resources LLC
114 W 4th St, Suite 307
Ellensburg, WA 98926

23. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.



Chelan County Commissioner
411 Washington St, Suite 201
Wenatchee, WA 98801

RLR Cultural Resources LLC
Josh Allen

Date: _____

Date: September 9, 2026



Exhibit A: Scope

Christina Barrineau
Senior Natural Resource Specialist
Chelan County Natural Resource Department
September 9, 2026

Christina,

Enclosed is a proposal for cultural resources inventory of the Dry Creek Restoration and Planting project in Chelan County, WA. We believe that this survey will satisfy Washington State and Tribal requirements for a cultural resource investigation of the project area. All RLR staff meet SOI requirements for their respective positions. We can complete fieldwork for this project in September 2026, weather dependent. A technical report will be prepared within 30 days of fieldwork completion. If you have any questions, please do not hesitate to contact us.

Thank you,

RLR Cultural Resources, LLC

A handwritten signature in black ink, appearing to read "Josh Allen". The signature is fluid and cursive, with the first name "Josh" being more prominent than the last name "Allen".

Josh Allen
Principal Investigator, RLR

**Cultural Resources Inventory Scope of Work
Dry Creek project, Chelan County, Washington**

Wednesday, September 09, 2026

Scope of Work

1. RLR will provide a literature search (via WISAARD) of relevant information on the history of the area. RLR will also search local archives, and any available ethnohistorical documentation and data.
2. The archaeologist will conduct a pedestrian survey of the proposed work area and inspect all recently exposed subsurface material, including rodent burrows, cutbank surfaces, etc., for any evidence of human occupation. Primarily, the archaeologist will document, photograph, and evaluate all historic structures within the project area. All transects will be spaced 20m or less. All fieldwork will be directed by SOI qualified archaeologists.
3. The archaeologist may excavate 40 cm shovel probes, if necessary, in areas deemed sensitive for buried cultural resources. Any located artifacts and/ or features will be cataloged, described, photographed, and returned to the corresponding shovel test. Shovel testing will be determined by the lead archaeologist and based upon a variety of factors, including ground visibility and visible bedrock, sensitivity, etc. The probes, if utilized, will be excavated to a minimum of 40 cm into sterile subsurface.
4. The archaeologist will photograph, draw, GIS map (submeter), and otherwise document any physical surface features found that are prehistoric, historic, or traditional use. The archaeologist will also document anything of historic significance related to the project, and its potential to qualify for the National Register of Historic Places.
5. RLR assumes that no state or federal permits will be required to complete a cultural resources investigation of the project area.

Timetable and Reporting

Fieldwork: September 2026

Report: October 2026

The fieldwork for this project can begin within 30 days of proposal acceptance (weather dependent) with a draft report prepared within 30 days from fieldwork completion. After comments are addressed on the draft report, a final report will be issued within 14 days. If any unforeseen difficulties arise in process, the client will be informed directly within two days with an email, and work schedules can be re-arranged. If any inadvertent human remains are found on site, DAHP, the lead federal or state agency, the nearest tribes, as well as the county sheriff, will be contacted and work will stop at that portion of the site, as is standard procedure for inadvertent discovery.

At no time does final issuance of this report mean that the entire process is complete. There must be concurrence with DAHP. RLR will submit a draft and a final report detailing the findings of the survey. The report will include all appropriate maps, photos, sketches, site forms, and a bibliography of all consulted source material. The report will include NRHP evaluation discussions for Cultural Resources within the project area if necessary.

Proposed Fixed Cost:

Dry Creek 2026

Task/Personnel	Function	Rate/hr.	Hours	Total
Project Management/Coordination	Title	Rate	Hours	Total
	<i>Project Director</i>	\$146.00	4	\$584
	<i>Principal Investigator</i>	\$134.00	4	\$536
	Total			\$1,120
Archival Research	<i>Arch Tech</i>	\$98.00	8	\$784
	Total			\$784
Fieldwork	<i>Staff Archaeologist</i>	\$105.00	12	\$1,260
	<i>Arch Tech</i>	\$98.00	12	\$1,176
	Total			\$2,436
Report Preparation	<i>Principal Investigator</i>	\$134.00	8	\$1,072
	<i>Staff Archaeologist</i>	\$105.00	16	\$1,680
	Total			\$2,752
			TOTAL LABOR	\$7,092
Expenses				
	Mileage	\$0.67	400	\$266
	Hotel	\$150.00	0	\$0
	Per-diem	\$74.00	0	\$0
	Total			\$266
Total Estimated Cost-Cultural Resources				<u>\$7,358</u>

Change Order

PROJECT: Stemilt X-Bound Hand Thinning Project

TO CONTRACTOR:

Summitt Forests, Inc.
2305 Ashland St., Suite 104 PMB 432
Ashland, OR 97520

CHANGE ORDER NUMBER: 1

DATE: 9/1/2026

CONTRACT DATE: 6/24/2026

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 #3, Hand Thinning and Pull Back from PSE Transmission Line

All additional necessary labor, equipment, and materials to complete the work under this new bid item. This bid item adds 3 acres of hand thinning of dripline fuels up to 10" dbh and pruning of retained trees to 8' within a 50' buffer from the PSE transmission line in Section 23 to prep for prescribed burning. Material will be cut and pulled back to a minimum of 50' from transmission line maintenance road edge. Material will be scattered and/or placed in jackpot piles at least 15' from dripline edges of existing trees. This change order adds \$1494.00/acre for the added 3 acre unit, adding a new Bid Item #3 total of \$4,482.00.

The added bid item increases the total contract price from \$76,570.07 to \$81,052.07.

In accordance with written description, plans, Contractor Change Order Proposal and Documentation, *there is an overall price increase associated with this Change Order of \$4,482.00 to the total contract amount.*

The original contract sum was	\$ 76,570.07
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum will be increased by this Change Order by	\$ 4,482.00
The new Contract Sum including this Change Order will be:	\$ 81,052.07

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:

Title: Chelan County Commissioner

Date: _____

Title: *Phes*
Date: *9/1/26*





Stemilt Section 23 Burn Unit Prep & Implementation

This Independent Contractor Agreement is made as of this **1st day of September, 2026**, (the "Effective Date") by and between **Chelan County Natural Resources** located at 411 Washington Street, Suite 201, Wenatchee, WA 98801 ("Client") and **Ecological Services LLC** located at 11947 Chumstick HWY Leavenworth, WA. 98826 ("Independent Contractor"). Client and Independent Contractor may each be referred to in this Agreement as a "Party" and collectively as the "Parties."

1. Services. Independent Contractor shall provide to Client the services as described in Exhibit A attached to this Agreement (the "Services"). In addition, Independent Contractor shall perform such other duties and tasks, or changes to the Services, as may be agreed upon by the Parties.

2. Compensation. In consideration for Independent Contractor's performance of the Services, Client shall pay Independent Contractor a variable hourly rate, as described in Exhibit B attached to this agreement. Independent Contractor will submit an invoice at the end of each month or as needed to the Client.

3. Expenses. Except as otherwise specified in this Agreement, Client shall reimburse Independent Contractor for all pre-approved, reasonable and necessary costs and expenses incurred in connection with the performance of the Services.

4. Term and Termination. Independent Contractor's engagement with Client under this Agreement shall commence on September 1st, 2026. The Parties agree and acknowledge that this Agreement and Independent Contractor's engagement with Client under this Agreement shall terminate upon the completion by Independent Contractor of the Services. At the time of termination, the Independent Contractor agrees to return all Client property used in performance of the Services, including but not limited to computers, cell phones, keys, reports and other equipment and documents. Independent Contractor shall reimburse Client for any Client property lost or damaged in an amount equal to the market price of such property.

5. Independent Contractor. The Parties agree and acknowledge that Independent Contractor is an independent contractor and is not, for any purpose, an employee of Client. Independent Contractor does not have any authority to enter into agreements or contracts on behalf of Client, and shall not represent that it possesses any such authority. Independent Contractor shall not be entitled to any of Client's benefits, including, but not limited to, coverage under medical, dental, retirement or other plans. Client shall not be obligated to pay worker's compensation insurance, unemployment compensation, social security tax, withholding tax or other taxes or withholdings for or on behalf of the Independent Contractor

in connection with the performance of the Services under this Agreement. Nothing contained in this Agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture or any other fiduciary relationship.

6. Confidentiality.

a. Confidential and Proprietary Information. In the course of performing the Services, Independent Contractor will be exposed to confidential and proprietary information of Client. "Confidential Information" shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Client considers confidential and proprietary. Independent Contractor acknowledges and agrees that the Confidential Information is valuable property of Client, developed over a long period of time at substantial expense and that it is worthy of protection.

b. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, Independent Contractor shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with Client's prior written consent.

c. Rights in Confidential Information. All Confidential Information disclosed to Independent Contractor by Client (i) is and shall remain the sole and exclusive property of Client, and (ii) is disclosed or permitted to be acquired by Independent Contractor solely in reliance on Independent Contractor's agreement to maintain the Confidential Information in confidence and not to use or disclose the Confidential Information to any other person. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest in or title to the Confidential Information to Independent Contractor.

d. Irreparable Harm. Independent Contractor acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Client shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. Client shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by Client under this Section, Client shall be entitled to recover its attorney's fees and costs from Independent Contractor.

7. Ownership of Work Product. The Parties agree that all work product, information or other materials created and developed by Independent Contractor in connection with the performance of the Services under this Agreement and any resulting intellectual property rights (collectively, the "Work Product") are the sole and exclusive property of Client. The Parties acknowledge that the Work Product shall, to the extent permitted by law, be considered a "work made for hire" within the definition of Section 101 of the Copyright Act of 1976, as amended, (the "Copyright Act") and that Client is deemed to be the author and is the owner of all copyright and all other rights therein. If the work product is not deemed to be a "work made for hire" under the Copyright Act, then Independent Contractor hereby assigns to Client all of Independent Contractor's rights, title and interest in and to the Work Product, including but not limited to all copyrights, publishing rights and rights to use, reproduce and otherwise exploit the Work Product in any and all formats, media, or all channels, whether now known or hereafter created.

8. Non-Solicit. Independent Contractor agrees and covenants that for a period of two (2) months following the termination of this Agreement, Independent Contractor will not, directly or indirectly, solicit any officer, director or employee, or any customer, client, supplier or vendor of Client for the purpose of inducing such party to terminate its relationship with Client in favor of Independent Contractor or another business directly or indirectly in competition with Client.

9. Mutual Representations and Warranties. Both Client and Independent Contractor represent and warrant that each Party has full power, authority and right to execute and deliver this Agreement, has full power and authority to perform its obligations under this Agreement, and has taken all necessary action to authorize the execution and delivery of this Agreement. No other consents are necessary to enter into or perform this Agreement.

10. Independent Contractor Representation and Warranties. Independent Contractor represents and warrants that it has all the necessary licenses, permits and registrations, if any, required to perform the Services under this Agreement in accordance with applicable federal, state and local laws, rules and regulations and that it will perform the Services according to the Client's guidelines and specifications and with the standard of care prevailing in the industry.

11. Governing Law. The terms of this Agreement and the rights of the Parties hereto shall be governed exclusively by the laws of the State of Washington, without regarding its conflicts of law provisions.

12. Disputes. Any dispute arising from this Agreement shall be resolved through mediation.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

14. Assignment. The interests of Independent Contractor are personal to Independent Contractor and cannot be assigned, transferred or sold without the prior written consent of Client.

15. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements of the Parties.

16. Amendments. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.

17. Notices. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice, and shall be deemed given on the date of delivery.

18. Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

19. Further Assurances. At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to effect the terms of this Agreement.

20. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.



Chelan County Board of County
Commissioners, Chair

Client Signature

Client Full Name

Date



Independent Contractor Signature

Ecological Services LLC
Colin Sternagel

Independent Contractor Full Name

9/8/2026

Date

EXHIBIT A

Scope of Work

Stemilt Section 23 Burn Unit Prep and Implementation

Ecological Services LLC (ES) understands that Chelan County Natural Resources is seeking contractual services to prepare for the burn planning and prep of Section 23 prescribed burn. ES will complete all preparatory work in alignment with the objectives, prescriptions, and requirements identified in the burn plan.

Task 1 – Fire Line Construction

To ensure containment and safe ignition of the prescribed fire, ES will establish a continuous fireline network around the Upper and Middle units. This work includes tying into existing natural and manmade features while supplementing with handline where gaps exist. Additional preparation will address areas of elevated risk by reducing fuels along line edges and at critical holding points.

- Construct a hand line at least 16 inches wide to bare mineral soil along the eastern flank of the unit, tying the upper road to the lower one.
- Utilize existing features including:
 - Western powerline rd.
 - Communicate any deviations or site conditions that differ from the burn plan, along with recommendations.
- Thin and clear fuels within 25 feet of the control line to minimize spotting potential.

Task 2 – Unit Preparation

ES will perform additional fuels reduction work to improve burn control and align with ecological objectives. This includes reducing ladder fuels, breaking up jackpots of heavy fuels, and creating defensible space around key areas.

- Thin saplings and prune small-diameter trees within drip lines of mature trees.
- Scatter or remove heavy downed woody fuels where they present control risks.
- Reduce fuel continuity along unit boundaries, with a focus on riparian edges.

Task 3 – NWCG Burn Plan

ES will write an NWCG Burn Plan for section 23 that includes all units.

- Utilize existing information from draft DNR burn plan and field verified observations to write draft NWCG Burn Plan
- Coordinate with CCNRD on review and approvals by NWCG qualified personnel, including updating plan to meet approval requirements as needed

Deliverables

Upon completion of preparatory work, ES will provide Chelan County with a record of the work performed. This documentation will confirm the unit's readiness for ignition and serve as a reference for burn day operations.

- Produce a short summary memo describing completed unit preparation.
- Provide maps, photos, and notes documenting line locations, fuels work, and access points.
- NWCG Burn Plan

EXHIBIT B

Budget

Task	Description	Est. Hours	Avg. Rate* (\$/hr)	Expenses	Total Cost
1-3	Unit Prep	150	60	-	\$9,000
4	NWCG Burn Plan	30	75	-	\$2,250
				Total	\$11,250

**Average rate per hour includes all applicable taxes and fees*



AGREEMENT NO WCC-26005

AGREEMENT BETWEEN

The State of Washington, Department of Ecology
AND
Chelan County Natural Resources Department

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and Chelan County Natural Resources Department, hereinafter referred to as the "SPONSOR".

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix A attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2026 and be completed on 9/30/2027 unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$34,640. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by SPONSOR
WCC Services @ \$1,585/day for 16 days	\$25,360
WCC Spike Food & Lodging @ \$580/day for 16 days	\$9,280
Total SPONSOR Cost	\$34,640
	<i>Above cost not to be exceeded</i>

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$359,267 annually (170 days) per WCC Crew consisting of five WCC Members and one WCC Supervisor and/or \$47,959 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

ECOLOGY's ability to provide cost-share is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, for convenience or to renegotiate the agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEPENDENT CAPACITY

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

MUTUAL AGREEMENT

Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

ORDER OF PRECEDENCE

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

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

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

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AGREEMENT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for ECOLOGY is: Josiah Downey PO Box 47600 Olympia, WA 98504 (360)480-2603 jdow461@ecy.wa.gov	The Contract Manager for SPONSOR is: Mike Kaputa 411 Washington St. #201 Wenatchee, WA 98801 (509) 670-6935 mike.kaputa@CO.CHELAN.WA.US
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IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of Ecology

Chelan County Natural Resources Department

Signature

Date

Printed Name, Title

Kaputa
to
Sign



Appendix A

STATEMENT OF WORK

Work Summary:

Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, trail maintenance/construction and fence installation or repair.

Special terms and conditions:

1. WCC resources (members, supervisors, tools and trucks) will not be utilized to clean public restrooms, monitor, survey, or clear active or abandoned encampments, and/or to clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR mitigates potential hazards or finds an alternate project site. If active or abandoned encampments prevent WCC activities from taking place at a project site, WCC supervisors and members may contact their partner organization and work with their coordinator on alternative activities. While WCC can share active or abandoned encampment information with project partners when relevant to service activities, WCC personnel will not monitor, survey, or report on encampments directly to regulatory agencies or anyone other than a partner organization.
2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.
3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment, or safety gear.
4. The assignment of members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce working hours of any employee for the purpose of using a member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use members to carry out essential agency work or contractual functions without displacing current employees.
5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.
6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.
7. If inclement weather, including hazardous air quality, makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by the SPONSOR for any reason, then the sponsor is responsible for crew costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 170 days (approximately 46 weeks) during program service year (October-September).
2. Enroll full-term members to begin service no sooner than October 5, 2026 and no later than October 19, 2026. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.
3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.
4. Provide training and development specified in Appendix B: eight days of formal WCC training, a two to four day Orientation Training, day of training in noxious weed control, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to six additional days of Supervisor training or meetings during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a four day Assistant Supervisor training to the designated Assistant Supervisor.
5. Each full-term crew or IP may spend up to two weeks (eight days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.
6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies and absences lasting 20 days or more. If a crew has two or fewer individuals available to serve, ECOLOGY will not bill for that service day.
7. If members are enrolled in AmeriCorps, then these policies and procedures are in place:
 - a. Members enrollment start and end dates will reflect the timeframe to complete a 1700-hour, full-term service year, a 1200-hour, three-quarter service term year, or a 450-hour, quarter service term year, in order to receive an AmeriCorps Education Award.
 - b. WCC members will have one day dedicated to Community Service, listed in Appendix B.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
2. Help promote WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo.
3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.
4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles that allows access to potable water and restrooms as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss due to negligence of the SPONSOR, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.
5. For a SPONSOR that assigns WCC crew(s) or WCC Individual Placement members to serve with other organizations, SPONSOR shall inform the other organizations of WCC policies, procedures and contract terms.

6. If members are enrolled in AmeriCorps, then these policies and procedures are in place:

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, members accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities, and the grantee may not use grant funds to support the following activities.

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - e. An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities; and
9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services;
11. Any activity prohibited by applicable Executive Order/Memorandum; and
12. Such other activities as the Corporation may prohibit.

In addition to the above listed activities, the activities listed below are expressly prohibited:

Census Activities: AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

Election and Polling Activities: AmeriCorps member may not provide services for election or polling locations or in support of such activities. AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

2026-2027 WCC Events Calendar

October							November							December							January						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
				1	2	3	4								1 ^v	2	3	4	5	6							
5	6	7	8	9	10	11	2 ^v	3	4	5	6	7	8	7	8	9	10 [*]	11	12	13	4 ^v	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10 [*]	11	12	13	14	15	14	15	16 ^v	17	18	19	20	11 [*]	12	13	14 [*]	15	16	17
19 ^v	20	21	22	23	24	25	16 ^v	17	18	19 ^v	20	21	22	21	22	23	24 [*]	25	26	27	18	19 [*]	20	21	22	23	24
26 [*]	27	28	29	30	31		23	24	25 [*]	26	27	28	29	28	29	30 [*]	31				25 [*]	26	27	28 [*]	29	30	31

February							March							April							May						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
1 ^v	2	3	4	5	6	7	1 ^v	2	3	4	5	6	7	✓1 ⁺	2	3	4										
8	9	10 [*]	11	12	13	14	8	9	10 [*]	11	12	13	14	5	6	7	8 ⁺	9	10	11	3 ^v	4	5	6 ⁺	7	8	9
15	16 ^v	17	18	19	20	21	15	16 ⁺	17	18	19	20	21	12	13	14	15 ⁺	16	17	18	10 [*]	11	12	13 ⁺	14	15	16
22	23	24	25 ⁺	26	27	28	22	23	24	25 ⁺	26	27	28	19 ^v	20	21 ⁺	22	23	24	25	17 ^v	18	19	20 ⁺	21	22	23
							29	30	31 ⁺					26 [*]	27	28	29 ⁺	30			24	25 [*]	26	27 ⁺	28	29	30

June							July							August							September						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
1 ^v	2	3	4	5	6	7	5	6	7	8	9	10	11	2 ^v	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16 ^v	17	18	19	20	12	13	14	15	16	17	18	9	10 [*]	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25 [*]	26	27	19 ^v	20	21	22	23	24	25	16 ^v	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30					26 [*]	27	28	29 ⁺	30	31		23	24	25	26	27	28	29	27	28	29	30			

	Holiday (observed) - day off
	Orientation - part virtual, part regional
	Assistant supervisor training
	Earth Day - National Day of Service
	IP meeting (in-person)
	Training conference (in person)
	3/4-term member orientation (virtual)
	Member days off
	Spike (2 wks on special assignment)

	Credit card log due
	eTime: Hours entered
	Payday (10th & 25th, varies on weekends)
	Production (last Thursday of the month)
	Supervisors: Crew interviews
	Noxious weed control workshops

	Start date (FT/Oct. 3QT=10/5, Jan. 3QT=1/19, QT=6/14)
	PDPs due (Feb: Jan. 3QT, May: Oct. 3QT, July: QT)
	End date (FT/Jan. 3QT/QT=9/15, Oct. 3QT=6/10)
	End-of-year presentations

8/19 Olympic; 8/26 S. Puget Sound; 9/2 Central/E. WA, S. King County & N. King County/Snohomish; 9/15 Northwest

Shutdown Weeks:

Supervisors: Cross-training & finalizing enrollment
Supervisors: All staff meeting & prep days

3/25 N. King County/Snohomish; 4/1 S. King County;

4/8 Central/E. WA; 4/15 Olympic; 4/21 S. Puget Sound; 4/29 Northwest

Members' Potential Hours (For general guidance only - hours not guaranteed)

October	160
February	150
June	170
FT: Oct. 5-Sept. 15	1850

November	140
March	190
July	160
Oct. 3QT: Oct. 5-June 10	1330

December	140
April	170
August	180
Jan. 3QT: Jan. 19-Sept. 15	1330

January	150
May	160
September	80
QT: June 14-Sept. 15	520

FT: 1700-hr min, \$7,395 Ed Award

3QT: 1200-hr min, \$5,176.5 Ed Award

QT: 450-hr min, \$1,956.35 Ed Award

WCC standard schedule (40 hours/week) is Monday - Sunday

CHELAN COUNTY COMMISSIONERS
CHELAN COUNTY REGIONAL JUSTICE CENTER

September 14, 2026

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

DISCUSSION ITEMS:

1. Departmental Update

ACTION ITEMS:

1. Approve Proposal and Terms & Condition Between Chelan County and NIJO

DEPARTMENTAL UPDATE

AUGUST 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

- NIJO Legal Based Guidelines are purchased and we will be scheduling implementation, On-Boarding and Training.
- K9 Kato and Deputy Silsby actively searching. 12 deployments, 6 seizures
- Incoming personal mail is being searched by K9 Team, if no contraband is discovered the mail is 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 2813.
- Chaplain Program
 - One on one's and church going well
- EHM
 - 5 individuals on the program
- Work Release
 - 3 individuals on the program
- Alcohol Monitoring
 - 2 individuals on the program
- Reintegration
 - Team worked with 49 – 7 individuals in recovery house

OPERATIONAL EFFICIENCIES

- Policy Training
 - 67 year to date for daily Lexipol training bulletins
- Bed Check Inspection
 - Many daily duties are addressed during this time
- NIJO
 - WA State Legal Based Jail Guidelines Purchased, on-boarding and training will be happening soon.
- NIJO
 - Hoping for approval to purchase and implement NIJO polies before the end of 2026
- K9 Program
 - K9 team continues to be successful
- 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 10 a day on higher level of care (Detox) - Primarily Fentanyl
- 6 ambulance transport to CWH all alcohol or drug related
- 7 outside medical appointments
- 47 seen at sick call for the July
- Average 250 medications passed per day
- 1 hospital admission – Drug Overdose -- 8 doses of Narcan delivers all lives saved

➤ Mental Health

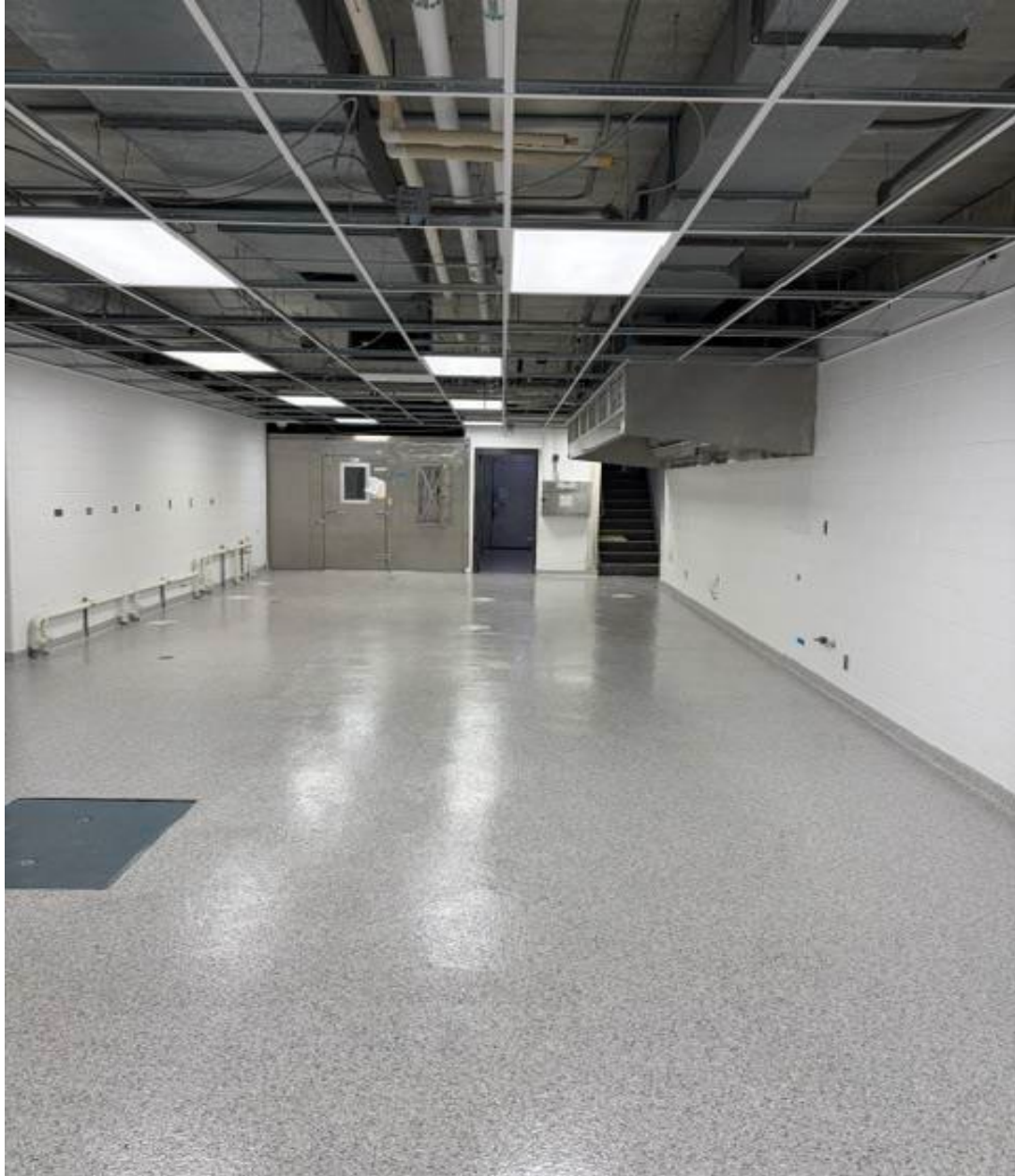
- 0 suicide attempts and 3 on suicide watch.
- 102 internal mental health reviews
- Dr Desire psychiatric oversight, in person and or medication reviews 36 -- individuals assisted with improved mental health stabilization
- Wednesday's Weekly Mental Health Walkthrough's, we visited 19 individuals
- 3 BHU referral's and follow up

STAFFING

- Staffing
 - CCRJC will run the 2 vacant CO positions at this time.
 - We are currently down 3 CO's, 2 left for other agencies and one resigned, one lateral new hire will begin September 21st
 - 1 CO graduates COA on September 17th
 - One Sergeant out for a surgery, (12 weeks), one CO out with injury unknown return at this time
 - 7 Correctional Deputies on probation
 - We have conducted two more CO interviews with 4 more this week
 - Nurse is on maternity leave

COURT TRANSPORTS AND KITCHEN

- 389 court appearances
- 10 transported to prison
- 10 medical transports
- 11,946 meals served, 550 special diets, 46 religious meals
- Gatorade Pitchers 210
- CI Meal cost for August \$18,711.00.



CHALLENGES

- Detox, and MH continue to be our biggest challenge, very sick individuals.
- 7 Correctional Deputies on probationary status
- Replacing 3 CO's
- Plumbing Project – Working in sensor cell 2-C, down 12 cells for 3 weeks
- Kitchen MAYBE October 1st.

SUCCESSSES

- Continuing to manage challenging individuals.
- 68 medical sensors
- City of Chelan and City of Wenatchee Contracts signed for 2027
- NIJO Guidelines and Policy
- 2026 Budget on track
- 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



PROPOSAL
and
TERMS & CONDITIONS

Chelan County Regional Justice Center

August 18, 2026

**NATIONAL INSTITUTE
FOR JAIL OPERATIONS**

www.jailtraining.org



PROPOSAL and TERMS & CONDITIONS

Chelan County Regional Justice Center Washington

CLIENT CONTACT DETAILS

AGENCY/ORGANIZATION

Chelan County Regional Justice Center
401 Orondo Ave
West Wenatchee, WA 98801

PRIMARY CONTACT

Chris Sharp
Director
509-667-6462
Chris.sharp@co.chelan.wa.us

PROJECT MANAGEMENT DETAILS

NIJO CONTACT

Rebecca Moltz-Sandhu
Agency Development Specialist
National Institute for Jail Operations (NIJO)
41 West Center Street, Ste. 5
PO Box 1115
Midway, UT 84049
(602) 350-8898 - Direct
(801) 810-JAIL (5245) - Office
rebecca@jailtraining.org

PROPOSED LEGAL-BASED SOLUTIONS

- Legal- Based Policy Development

PROPOSAL and TERMS & CONDITIONS

Chelan County Regional Justice Center Washington



BACKGROUND

The National Institute for Jail Operations (NIJO) provides resources for sheriffs to make jails safer, more secure and protect against liability and adverse publicity. Services provided by NIJO include the creation and maintenance of legal-based guidelines specific to states and circuit courts, comprehensive staff jail training, comprehensive jail audits and inspections, professional certification, facility accreditation, policy and procedure development, legal and technical assistance.

NIJO offers the most comprehensive collection of legal-based policies are available for sheriffs and jail administrators. Over 400 policies and procedures are based on laws and statutes applicable to the jail. Every policy further contains rationale and annotation as applicable to support the policy and procedure. The NIJO Legal-Based Policies and Procedures coincide with the NIJO Legal-Based Guidelines, auditing and risk management tools and legal-based training offered through the National Institute for Jail Operations.

The National Institute for Jail Operations (NIJO) offers comprehensive policy development for agencies based on individual needs, resources and budgets. This proposal and terms and conditions introduces NIJO's Policy and Procedure Development service, defines the scope of work included and provides a cost quote for consideration by the Chelan County Regional Justice Center of Washington.



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Policy & Policy Development and Maintenance

The National Institute for Jail Operations (NIJO) and its affiliates (Accreditation, Audit & Risk Management Security) offers comprehensive policy and procedure services for agencies with a variety of options based on individual needs, resources and budgets. For this contract agreement, Chelan County Regional Justice Center (CCRJC) has requested the following services:

- Comprehensive policy and procedure manual
- Providing annual updates and maintenance
- Providing a web-based management solution for increased administrative and staff efficiency

NIJO utilizes a proprietary software platform built specifically for corrections (AARMS).

Administrations can modify, manage, archive and distribute policies and procedures to staff through the system. Users will also be able to verify and document receipt of new or modified policies for administrations to track and document for training purposes. The system has been proven to save staff and administrations thousands of dollars in increased time efficiency and labor.

The NIJO web-based management solution includes these Organization benefits and features:

- Host policies for agencies (quick access to AARMS inspection/accreditation modules)
- Administrative functions to edit, manage and track policy workflow and revisions
- Link information (policies, procedures, rationale, references/annotation, forms, etc.
- Staff document signature verification for administrative records

Policy manuals are written customized specifically to each agency. The manual is organized by volumes and chapters. Each chapter comes with a Table of Contents and standardized framework for consistency. Chapter framework includes:

- General Provisions (purpose, distribution, definitions)
- Policies (some chapters may have multiple policies)
- Rationale (specific to policies)
- Procedure (as applicable)
- References/Annotation (as applicable)

Pricing is broken up into annual payments: initial manual cost and a yearly manual update and maintenance fee. NIJO will provide all subject matter expertise related to the policy manual. AARMS exclusively provides the software, implementation and ongoing support for the above services. The initial implementation includes all hardware, set up of IT infrastructure, and training time. The monthly

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Chelan County Regional Justice Center Washington



service fee includes all remote hosting, storage and backup of the policy database, maintenance of the IT infrastructure, complimentary system updates throughout the term of the contract, and user service support. It also includes policy updates as they pertain to case law.

NIJO RESPONSIBILITIES

- Appoint key contact for communication between NIJO and CCRJC.
- Create and write a policy and procedure manual for CCRJC.
- Send CCRJC draft chapters in small batches for internal review and maintain delivery schedule.
- If draft chapter needs modifications per CCRJC, NIJO will make recommendations to identify possible risk and resubmit as needed.
- Maintain manual; updates will be sent to CCRJC on an annual basis (unless urgent/critical manual changes are agreed to by both NIJO and CCRJC).
- Maintain the web-based management platform to ensure user access and functionality.

AGENCY RESPONSIBILITIES

- Appoint key contact for all communication between NIJO and CCRJC.
- Determine the quantity and which specific chapters are necessary and should be included in the manual.
- Review and approve manual drafts as submitted by NIJO.
- For efficiency and to keep within project timelines.
- Provide staff/users and other information necessary to operate the web-based management platform.
- Provide useful feedback to NIJO about the policy module, functionality, usability and design. Assist NIJO developers with ideas for reporting, charts and other standard policy module features.



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Costs and Financial Considerations

This section provides a baseline price and set basic parameters for the terms and conditions herein. It is written in accordance with the above initial parameters as provided by CCRJC. This proposal is valid for 60 days. Without a contractual agreement, NIJO reserves the right to make modifications or changes to the proposal without notice.

As part of the Terms and Conditions, the duration of this agreement is five (5) years. Unlimited auto-renewals will be included thereafter until modified by either NIJO or CCRJC. A thirty (30) day termination notice is required contractually.

Chelan County Regional Justice Center	COST
Policy Development Year 1	\$ 21,150
Policy Development and Maintenance Years 2-5	\$ 10,575/Year
SUMMARY	
Total Cost to Chelan County	\$ 63, 450

The above rate will be billed annually beginning the first month (using the estimated start date) and annually on each anniversary. A copy of the invoice will be emailed to your billing contact.

Customer Support

Mon-Fri, 8am-5pm MST, excluding holidays

No system or hardware upgrades are required for a period of 5 years.

NIJO reserves the right to increase the agreed annual maintenance service fee no more than 5% after 36 months from execution of the contract to offset any unexpected inflated hard costs of maintaining the policy and system. Any additional consulting charges will be billed at the hourly rate of \$125 per hour. Any failure to make the required annual payments may result in NIJO terminating service without any additional notice.

If necessary, travel expenses outside a 100-mile radius from NIJO company offices when travel is requested by Organization will be submitted by NIJO, including:

- Rail, taxi, bus, air and rental vehicles
- Accommodations
- All meals
- Telephone, fax charges

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- Postage and shipping / courier services
- In-house printing and reproduction
- Other project expenses: photocopying, laser printing and so forth

If travel is requested by Organization, NIJO will follow the organization's travel expense policies as closely as possible.

Additional Legal-Based Solutions Available:

- Customized [Live Training](#) programs
- [Policy and Procedure Development](#)
- NIJO [National Accreditation](#) for facilities
- [Professional Certification](#) – NIJO Professional Certification is a professional designation – earned not issued – for jail and detention officers, supervisors, administrators, and sheriffs who have demonstrated to possess the requisite understanding, knowledge, skills, experience and abilities to function to a specific level. NIJO provides three distinct levels of professional certification for individuals seeking for career development and advancement in their field.
 - National Certified Corrections Officer (NCCO) - \$145/person
 - National Certified Corrections Supervisor (NCCS) - \$285/person
 - National Certified Corrections Executive (NCCE) - \$395/person
- [ELITE Academy](#) – Exclusive command staff level training with administrative and leadership focus.
- [JAILCON Regional Conferences](#) – Annual 3-day corrections training conference for all staff offering 20 hours of legal-based training in three locations:
 - JAILCON West – Wild Horse Pass Resort | Chandler, AZ (June 9-11, 2025)
 - JAILCON Central- Overland Park, KS (August 12-14, 2025)
 - JAILCON South- Chattanooga, TN (October 13-15, 2026)



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Chelan County Regional Justice Center Washington

POLICY & PROCEDURE TERMS & CONDITIONS

The terms and conditions set forth, unless modified in writing by the National Institute for Jail Operations (NIJO), or its affiliates or parents, providing policy and procedure services, shall govern all transactions between NIJO and **Chelan County Regional Justice Center** identified below as "Organization", notwithstanding any conflicting term or condition of Organization's purchase, acknowledgement or any other document or communication to the contrary.

1. **Terms.** These Terms and Conditions between the parties of this agreement is three (5) years, beginning **TBD**. At the expiration of five (5) years, Organization may renew services at a rate to be negotiated between Seller and Organization.

2. **Services.** NIJO or affiliates currently provides users with access to a variety of online resources, including various hosted communications tools, auditing systems, productivity and corrective action tracking software, which includes policy and procedure management, customized policy content and branded programming through its network of properties (the "Service"). NIJO shall render Services to Organization as set forth in Work Orders or such other documents outlining the scope of services to be provided. All Work Orders or purchase orders submitted are subject to acceptance by NIJO in its sole discretion. All Work Order or purchase orders submitted are not accepted until NIJO confirms such acceptance in writing. Nothing contained in any Work Order or purchase order or other correspondence shall in any way modify these terms and conditions or add any additional terms or conditions, all of which are hereby expressly objected to and rejected by Seller. Organization agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial gain, any portion of the Service and its contents, use of the Service, or access to the Service and its contents other than utilizing the data provided by the Service. (See Agreed Services to Organization)

3. **Links.** The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because NIJO has no control over such sites and resources, Organization acknowledges and agrees that NIJO is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Organization further acknowledges and agrees that NIJO or its affiliates shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

4. **Organization Cooperation.** Organization shall cooperate and make its facilities, information, data and equipment available to NIJO in a timely manner for completion of Services. If Organization requires any security or authorization procedures for NIJO employees or contractors to access its facilities, systems and/or equipment, then Organization shall perform such procedures and provide necessary passes or otherwise for

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Chelan County Regional Justice Center Washington



NIJO access. Organization is solely responsible for securing its property, systems, equipment, facilities, personnel and guests which includes approving and managing appropriate and approved content related to policies entered into NIJO online properties by its users.

5. Organization Responsibility.

- a. For efficiency and workload management purposes, policy chapters will be drafted by NIJO in small batches (3-4 at a time). Organization is responsible to review, respond and approve policy chapters within two weeks of receipt in writing. If no written response is provided to NIJO within the above timeframe by the receiving Organization, both parties agree the draft chapter policy is to be approved and accepted as is.
- b. Organization shall read, evaluate, seek legal counsel, approve, and adopt NIJO written chapter policy and procedure at their own risk.
- c. It is the responsibility of the Organization to redact an information such as financials, credit card info, social security numbers of officers, confidential staff and inmates' information, and other data which would be deemed of a personal, sensitive nature which may be entered into the NIJO online system.

6. Payment. Unless otherwise agreed in writing between NIJO and Organization, terms of payment for services rendered by NIJO are net thirty (30) days from date of invoice. NIJO may require a completed credit application at its option. Seller shall not be required to make any shipment or render any services unless payment is made consistent with any terms NIJO has required for this order or any other orders from Organization. Unless otherwise agreed to by NIJO, all payments hereunder shall be in U.S. dollars. Any amounts owing hereunder and not paid when due shall bear interest at a rate of 1 ½% per month, which is an annual percentage rate of 18% per annum, applied to the adjusted previous balance from and after the due date thereof. Failure to pay any amount owing in full on the terms specified herein shall void all discounts given. Organization shall pay all of NIJO's costs and expenses (including attorneys' fees, court costs and other collections costs) incurred to collect any amounts owing Seller. Seller reserves the right to apply interest charges retroactively, whether or not they are shown on individual statements or invoices.

7. Taxes. Organization shall be responsible for all taxes, duties or fees levied by any government authority required as determined by its taxable or tax-exempt status as a result of the Products or Services hereunder, excluding NIJO's income taxes.

8. Relationship. NIJO's relationship with Organization shall be that of an independent contractor and nothing in these Terms and Conditions can or should be construed to create a partnership, joint venture, agency or employer-employee relationship.



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9. **Confidentiality.** Neither party shall disclose or use for any purpose except as outlined hereunder including without limitation (i) the financial terms between the parties; (ii) the technology, ideas, formulae, know how, documentation, procedures, algorithms and trade secrets embodied in the Services, technical documentation, solution methodology (e.g. forecasting and optimization techniques), user manuals and other deliverables, (iii) Organization business or marketing data; and/or (iv) any other information, whether in written or magnetic media, that is identified as confidential; except such information that (a) is known to either party prior to its first receipt of such information, (b) is generally known to the public prior to its receipt by Organization, (c) becomes available to the public other than as a result of a disclosure by either party; (d) is required to be disclosed pursuant to an applicable law or by order of any court or governmental agency; or (e) is independently developed by either party without reference to confidential information.

10. **Intellectual Property.** NIJO, its affiliates and licensors retain and reserve exclusive ownership of all worldwide copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, property rights and all other industrial rights in the Services, including any derivative works, modifications, customizations, updates, or enhancements and NIJO grants Organization a limited non-exclusive license to use such rights for the purposes hereunder.

11. **Termination and Term.** Either party may terminate the agreement by providing the other party thirty (30) day written notice. If termination has been requested by the Organization, it is agreed the Organization will pay in full the total cost of implementation and annual maintenance for the duration of the agreement (5 years) as agreed through this contract, if this amount has not already been paid in full. Organization agrees that any termination of access to the Service under any provision of this agreement may be affected thirty (30) days after receipt of written notice, and acknowledge and agree that NIJO may immediately deactivate or delete their accounts and/or bar any further access to such files or the Service. It is agreed NIJO will maintain and manage administrative access rights once notice is served for termination by either party. Upon a scheduled termination of this contract, Organization's data within the system is provided to Organization via the system's standard reports in PDF and/or .csv format. Users can extract policy information using the system reports at any time. If requested, custom data extraction is provided at a labor rate of \$125 per hour plus media and or line charges for data transfer as requested by individual counties. If NIJO terminates the contract, custom data extraction will be provided at a labor rate of \$85 per hour for up to 120 days of the termination notice date.

12. **Force Majeure.** Either party shall be excused from performing hereunder to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond its reasonable control, including, without limitation, acts of God, war, weather, utility, network, or telecommunications outages, unrest or riot, strikes any action of a governmental entity; terrorist events, etc. provided that the party experiencing the force majeure provides the other with prompt written notice thereof and uses reasonable efforts to remedy effects of

PROPOSAL and TERMS & CONDITIONS

Chelan County Regional Justice Center Washington



such matter.

13. **Services Warranty.** NIJO shall perform Services at or above industry standards and Services shall substantially conform to such standards. NIJO's services and equipment are provided "as is" without any warranty whatsoever. Organization recognizes that the as is clause of this agreement is an important part of the basis of this agreement, without which NIJO would not have agreed to enter this agreement. Nijo disclaims all other warranties, express, implied, or statutory, including but not limited to any warranties of merchantability, fitness for a particular purpose, title, and noninfringement, with regard to the services and equipment. No representation or other affirmation of fact regarding the services or equipment shall be deemed a warranty for any purpose or give rise to any liability of NIJO whatsoever. Organization acknowledges that it has relied on no warranties other than the express warranty in this agreement.



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14. **Limitation of Liability.** NIJO shall not be liable to organization or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost profits, revenue or savings, loss of goodwill, or the loss of use of any data, even if NIJO had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall NIJO's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid to NIJO under this agreement. Organization acknowledges that the fees paid by it reflect the allocation of risk set forth in this agreement and that NIJO would not enter into this agreement without these limitations on its liability. Organization acknowledges any policy related information approved, entered or saved in the system by organization's employees or representatives is voluntarily done by the organization, taking full responsibility to redact any information that may be considered private and sensitive in nature.

15. **Indemnification.** Organization agrees to defend, indemnify, and hold NIJO harmless from and against all damages, costs, and expenses, including reasonable attorney's fees, from all claims and losses incurred by NIJO as a result of the Organization's modification of the Equipment or Manual.

16. **Non-Solicitation.** Each of the parties hereto agrees that, while NIJO's Services are being performed, and for a period of one hundred eighty (180) days following the termination of this Agreement, neither party will, except with the other party's prior written approval, solicit or offer employment to the other party's employees.

17. **Miscellaneous.** This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas without regard to principles of conflict of laws. For the purpose of this Agreement, both parties consent to the personal jurisdiction of the state and federal courts located in the State of Kansas. If any provision of Terms and Conditions is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and these Terms and Conditions shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. Any waiver of a provision of these Terms and Conditions must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under these Terms and Conditions. These Terms and Conditions constitute the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous agreement between the parties relating to the performance of work under a Work Order.

PROPOSAL and TERMS & CONDITIONS

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ACKNOWLEDGEMENT AND AGREEMENT BY ORGANIZATION

Chelan County Representative Acceptance of Proposal and Terms and Conditions

Printed Name	Title
Signature	Date

NIJO/AARMS Representative

Printed Name	Title
Signature	Date

Chelan County Regional Justice Center	Services In this Agreement	Implementation Cost	Annual Cost Years 2-5
DACOTA Annual Training Per Officer/Active User License	N	\$0	\$0
Academy of Basic Corrections (ABC)	N	\$0	\$0
Legal Based Jail Guidelines	N	\$0	\$0
Policy and Procedure Development	Yes	\$21,150	\$10,575
Customized Live On-site Training	N	\$0	\$0
NIJO Professional Certification	N	\$0	\$0
NIJO Accreditation	N	\$0	\$0

CHELAN COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC WORKS ISSUES

September 15, 2026

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

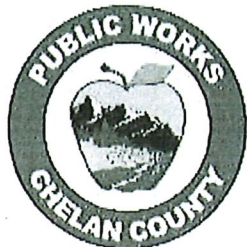
DISCUSSION ITEMS:

1. Bid Award – Supplying Solid Sodium Gradation Road Salt
2. Rural Arterial Program Project Agreement for Chumstick Highway, Phase VI
3. Event Permit - Chelanathon
4. Open Item

ACTION ITEMS:

1. Approve Bid Award – Supplying Solid Sodium Gradation Road Salt
2. Electronically Approve Rural Arterial Program Project Agreement for Chumstick Highway, Phase VI

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



CHELAN COUNTY

DEPARTMENT OF PUBLIC WORKS

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

RECEIVED
AUG 04 2026
CHELAN COUNTY
PUBLIC WORKS

EVE 26-012.

EVENTS PERMIT

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

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

APPLICANT INFORMATION		
Applicant (Print full name): Chelanathon, LLC		
Address:		
City:	State:	Zip:
Phone No:	Email:	
ORGANIZER'S INFORMATION		
Organizer's True Name: Chelanathon, LLC		
Address:		
City:	State:	Zip:
Phone No:	Email:	
UBI Number		
NAME OF EVENT/ACTIVITY CONTACT: Contacts must be on site during event in case they are needed by emergency responders		
Name (Print):		
Email:		
Cell Phone Number:		
Alternate Contact Person: Contacts must be on site during event in case they are needed by emergency responders		
Organizer's True Name:		
Email:		
Cell Phone Number:		

EVENT INFORMATION	
Name of Event/Activity: Chelanathon	
Type/Description of Event/Activity: Multi-Sport Triathlon	
Date(s) of Proposed Event/Activity: Sept 19, 2026	
Times for Proposed Event/Activity: Start Time 7:00am and End Time 12:00pm	

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

See Exhibit 1
BIKE Course
Directions
LOOP 1 - SPRINT & OLYMPIC
Proceed from transition area onto Old Mt Park Access Rd
Right onto State Route 150
Left, onto Swartout Rd
Right, onto Wapato Lake Rd
Right, onto Roses Ave
Right, onto Green Ave
Right, onto Loop Ave
Right, onto Summit Blvd
Right, onto Hanson Blvd
Continue on Wapato Way / State Route 150
SPRINT - Finish / Old Mt Park Access Road
LOOP 2 - OLYMPIC
Continue straight on State Route 150
Left, onto Swartout Rd
Right, onto Wapato Lake Rd
Right, onto Roses Ave
Right, onto Green Ave
Right, onto Loop Ave
Right, onto Summit Blvd
Right, onto Hanson Blvd
Continue on Wapato Way / State Route 150
OLYMPIC - Finish / Old Mt Park Access Road
RUII Course
Direction
Proceed from transition area onto Old Mt Park Access Rd
Left, onto South Madeline Rd

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

See Exhibit 2
We estimate 400 race participants, 200 visitors, 10 professional traffic control including law enforcement, emergency medical support, fire and lifeguards and race staff, plus 125 +/- volunteers
We estimate (400 participants + 200 visitors + 125 Support) = 500 vehicles
No pets/animals are allowed to participate however many people may bring pets, and we estimate about 2.5% = 20 possible pets would attend with owners; all pets will be required to always be on leash and follow all local laws/regulations.

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

See Exhibit 3 Manson Parks attached and WSDOT to follow asap

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

See Exhibit 4 We have submitted multiple request and will forward each as we receive them once approved

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

Company: This will be provided as required prior to the events final approval

Policy Number:

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

Exhibit 6
he entire Chelanathon leadership team from the successful 2025 event is returning for the 2026 race.
As Race Director, I successfully led the Inaugural 2025 Chelanathon, which hosted 286 athletes without any injuries or participant complaints. Prior to Chelanathon, I served as Race Director for numerous downhill ski racing events throughout the Midwest and Western United States. Those events required responsibilities comparable to a multisport race, including event planning, course design, safety management, volunteer coordination, emergency planning, race operations, communications, and compliance with governing body regulations. I also hold both a USA Triathlon Race Director Certification and SafeSport Training Certification.
Our Assistant Race Director, Marc Blake, CEO of Pacific Multisport, has produced multisport events since 2018 and manages more than 30 events annually throughout the Pacific Northwest. Pacific Multisport provides event management, registration, timing, marketing, and operational support.
Our leadership team also includes Jeffrey Crosby, founder of Chelanathon and a 32-time Ironman finisher; Kurt Halsch, Swim Director with extensive triathlon swim management experience, including ChelanMan; Kevin Sanford, Bike Director, an experienced cyclist, coach, and endurance athlete; and Mark Olsen, Run Director, an accomplished ultramarathon runner with dozens of 100-mile finishes. Collectively, our team brings decades of experience in race planning, athlete safety, logistics, volunteer management, and event operations. Our shared commitment is to deliver a safe, professionally managed event that provides outstanding experience for athletes, volunteers, spectators, and the community.

Traffic plan, safety plan, race plan:

See Exhibit 7
attached
Exhibit (7a) Traffic Control Plan
Exhibit (7b) Safety Plan
Exhibit (7c) Race Plan

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

Exhibit 8 & 9 NO road closures & YES minor lane restriction

If yes, provide details:

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

Exhibit 8 & 9

The event will require no road closures and only a minor/limited shoulder, and no full road closures are planned.

Traffic impacts are expected to last no more than approximately four hours, with the primary race activity occurring between 7:00am - 12:00pm

To ensure the community is well informed, we will implement an extensive public notification plan. This includes installing PCMS (Portable Changeable Message Signs), event signage, and banners several weeks prior to race day.

We will also notify local businesses and the public through local radio announcements, direct mail, printed flyers, and coordination with both the Manson Chamber of Commerce and the Manson Main Street Program, which are active partners in promoting the event.

In addition, we will use the USPS Every Door Direct Mail (EDDM) program to notify all residents and businesses located along the bike and run courses of the event schedule and anticipated traffic impacts.

We have also been coordinating closely with Jared England, President, Manson Growers regarding their Saturday morning apple and peach harvest operations. Our most recent meeting was very productive, and they have agreed to adjust any necessary morning truck movements to minimize conflicts with the bike course. Based on current harvest projections, they do not anticipate having harvest trucks operating on the roads during the Saturday morning race.

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

Exhibit 10

We have no special request for a waiver or exception

Other:

Exhibit 11

Crowd Control Plan - attached

Plan for Event Clean-Up:

Exhibit 12

Clean-Up Plan - attached


Applicant's Signature

7/20/2026 Kirkland WA

Date and Place

Printed Name: Wendell Smith

Title: Race Director

For County Use Only

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

Reviewed and Approved:

Permit is ☐ Approved ☐ Denied

Chelan County Public Works Department

Chelan County Sheriff's Office

By: _____

By: _____

Date: _____

Date: _____

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

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

(509) 667-6415 or public.works@co.chelan.wa.us



Chelan County
Department of Public Works

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

Receipt Number: 26-01463

Payer/Payee: CROSBY JEFF M

Cashier: ROSE HOLMAN

Date: 08/04/2026

EVE 26-012 PW EVENT OR ACTIVITY IN COUNTY RIGHT-OF-WAY PERMIT

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

<u>Payment Method</u>	<u>Reference Number</u>	<u>Payment Amount</u>
CHECK	Check # 1022	\$250.00
Total:		\$250.00

Notes :

Project Information

<u>Permit #</u>	<u>Permit Type</u>	<u>Project Description</u>	<u>Parcel #</u>
EVE 26-012	PW-EVENT	Multi-Sport Triathlon, September 19, 2026	

Project Contacts

<u>Permit #</u>	<u>Name</u>	<u>Association</u>	<u>Address</u>
EVE 26-012	CROSBY JEFF M	APPLICANT	



CHELAN COUNTY

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

ERIC P. PIERSON, PE
DIRECTOR/COUNTY ENGINEER

September 15, 2026

Chelan County Commissioners
400 Douglas Street
Wenatchee, WA 98801

RE: Bid on Supplying Road Salt

Dear Commissioners:

On September 8, 2026 at 9:30 a.m. bids were opened in the Commissioners' chambers for the above-mentioned product. Bids were received as follows:

Name of Bidders	8B Unit Price (1900 Ton)	Total Bid Includes 8.4% Sales Tax
Salt Distributors Inc.	\$155.21	\$693,180.28
LTI Inc.	\$159.65	\$713,009.67
Pioneer Commodities	\$137.00	\$611,852.96
Compass Minerals		No Bid

After review of the bids, I recommend that the low bid be accepted from Pioneer Commodities for Road Salt for the 2026-2027 Winter Season.

If you have any questions, please feel free to call me.

Sincerely,

ERIC PIERSON, P.E.
Director/County Engineer



RURAL ARTERIAL PROGRAM

PROJECT AGREEMENT FOR CONSTRUCTION PROPOSAL

Submitting County: **Chelan**

Project Number: 26-4-1206

Project Name: Chumstick Highway, Phase VI

Date Approved: May 01, 2026

AUTHORIZED RATA FUNDS: \$1,136,484.00

Road Number(s)	Road Name(s)	BMP(s)	EMP(s)	Segment #
93350	Chumstick Highway	11.1	12.4	1

The State of Washington County Road Administration Board (CRABoard) and **Chelan** County (County) mutually agree as follows:

- (1) The funds hereby authorized are for completion of the proposed project as defined by chapter 36.79 RCW Roads and bridges - rural arterial program.
- (2) The County is in compliance with the provisions of chapter 136-150 WAC regarding eligibility for Rural Arterial Trust Account (RATA) funds. If the County is found not to be in compliance with these provisions, such non compliance may be cause for the CRABoard to withdraw or deny the Certificate of Good Practice of the County and require pay back of any RATA funds that have been paid to the County for this project.
- (3) If the project is reconstruction, the County shall gain approval from WSDOT (chapter 43.32 RCW) for all deviations from the design standards listed in the Local Agency Guidelines prior to construction.
- (4) If the project is 3R (resurfacing restoration and rehabilitation), the County shall document its design considerations for the proposed improvements in keeping with 3R standards as listed in the Local Agency Guidelines.
- (5) The project shall be constructed in accordance with the information furnished to the CRABoard, and the plans and specifications prepared by the county engineer.
- (6) Phased construction methodology is permitted upon notification by the county engineer of the phasing plan as authorized under WAC 136-170-030. Failure by the county to notify the CRABoard of phasing plan at least 15 days prior to commencement of construction may result in withdrawal of funding by the CRABoard and county forfeiture of all RATA funds expended.
- (7) The County shall notify the CRABoard when a contract has been awarded and/or when construction has started, and when the project has been completed.
- (8) The County shall reimburse the RATA in the event a project post audit reveals improper expenditure of RATA funds.
- (9) Costs of the project which exceed the amount of RATA funds authorized by the CRABoard, set forth

above, and the required matching funds and other funds represented by the county to be committed to the project, shall be paid by the County as necessary to complete the project as submitted to the CRABoard.

(10) Matching funds and other funds represented to be committed to the project shall be available as necessary to implement the projected development of the project as set forth in the construction proposal prospectus.

(11) The CRABoard hereby agrees to reimburse the county from RATA funds allocated, and not otherwise, for its reimbursable costs not to exceed the amount above specified.

(12) The CRABoard will reimburse costs incurred by the County based on project progress as certified by the county engineer within the CRABoard's RAP Online project management application by monthly progress payment vouchers received and approved on individual projects in the order in which they are received in the CRABoard office, subject to the availability of RATA funds apportioned to the region. Such obligation to reimburse RATA funds extends only to project costs incurred after the date of project approval by the CRABoard.

(13) Either the CRABoard or the County may request changes to the provisions contained in this agreement. Such changes shall be mutually agreed upon and incorporated by written amendment to this agreement. No variation or alteration of the terms of this agreement shall be valid unless made in writing and signed by authorized representatives of the CRABoard or the County hereto.

(14) During the term of this agreement and for a period not less than six (6) years from the date of final payment by the CRABoard, the records and accounts pertaining to this agreement are to be kept available for inspection and audit and copies of all records, accounts, documents, or other data pertaining to the agreement will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until said litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six year retention period.

IN CONSIDERATION of the allocation by the CRABoard RATA funds to the project in the amount set out above, the County hereby agrees that as condition precedent to payment of any RATA funds allocated at any time to the above referenced project, it accepts and will comply with the terms of this agreement, including the terms and conditions set forth in Chapter 49, Laws of 1983, 1st Ex. Sess. (chapter 36.79 RCW); the applicable rules of Title 136 WAC and all representations made to the CRABoard upon which the fund allocation was based; all of which are familiar to and within the knowledge of the county and are incorporated herein and made a part of this agreement, although not attached.

This agreement supersedes all prior agreements issued using the project number listed above and shall be valid and binding only if it is signed and returned to the CRABoard office within 45 days of its mailing by the CRABoard.

COUNTY ROAD ADMINISTRATION BOARD:

Chelan COUNTY:

By: **NOT FOR SIGNATURE**

By: **NOT FOR SIGNATURE**

Date: **NOT FOR SIGNATURE**

Date: **NOT FOR SIGNATURE**

Community Development Agenda

15 September 2026

10:15 Public Hearing

1. ZTA 26-163 (Co-living)
2. ZTA 26-164 (STEP housing)
3. ZTA 26-191 (ADUs in UGAs)

Action

1. Resolution RE: ZTA 26-163 (Co-living)
2. Resolution RE: ZTA 26-164 (STEP housing)
3. Resolution RE: ZTA 26-191 (ADUs in UGAs)



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

TO: Chelan County Board of County Commissioners
FROM: Chelan County Community Development
HEARING DATE: September 15, 2026
FILE NUMBER: ZTA 2026-163 Co-living Housing Text Amendment

RECOMMENDED MOTION

The Chelan County Planning Commission, at their duly advertised public hearing on August 26, 2026 made a motion to recommend approval of ZTA 26-163, Co-living housing.

Staff finds that the proposed Development Regulation Text Amendment to add a definition for Co-living housing and amend the district use charts for Peshastin and Manson urban growth areas, given file number ZTA 2026-163, complies with Chelan County Countywide Planning Policies and the Growth Management Act based upon the findings of fact and conclusions of law contained within the staff report.

GENERAL INFORMATION

Applicant	Chelan County
Planning Commission Notice of Hearing Published	August 15, 2026
Planning Commission Hearing	August 26, 2026
Board of County Commissioners Hearing	September 20, 2026
60-day State agency review	Initiated July 9, 2026
SEPA Determination	June 29, 2026

SEPA Environmental Review

A Determination of Non-Significance was issued under WAC 107-11-340 for ZTA 2026-163 on June 29, 2026 (Attachment 1). The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after a review of a completed environmental checklist and other information on file with the lead agency.

Agency Comments:

None received to date. (If received prior to hearing, will be Attachment 2)

Public Comment:

None received to date. (If received prior to hearing, will be Attachment 2)

60-Day Notice

Sent to Department of Commerce July 9, 2026 (Letter of acknowledgement included as Attachment 3).

PROJECT DESCRIPTION – ZTA 2026-163

During the 2024 regular session, the Washington State Legislature passed Engrossed Substitute House Bill (EHSB) 1998 which was intended to “legalize inexpensive housing choices through co-living housing; adding a new section to chapter 36.70A RCW; and creating a new section.”

The subject zoning text amendment is the local implementation of this legislation which became pre-emptive as of December 31, 2025. The proposal is to add a new definition to Title 14 for Co-living housing and to amend Title 11, Sections 11.22 and 11.23 to add Co-living housing to the district use charts for the Peshastin and Manson urban growth areas. The revision to the code would allow Co-living housing outright in any zone that allows 6 or more multi-family dwelling units per lot including mixed use zones.

COMPREHENSIVE PLAN

Chelan County conducts an annual review of development regulation text amendments for compliance with the adopted Comprehensive Plan. The Comprehensive Plan represents the long-term vision for future land uses and development. For the county-initiated text amendments, the merits of the requested change must be demonstrated as being consistent with adopted goals and policies.

The following Comprehensive Plan goals and policies are relevant to the proposed request for ZTA 2026-163:

Goal LU 1: Residential designations shall provide for an adequate supply of land to accommodate the housing needs and strategies outlined by the comprehensive plan. Implementation regulations shall provide for a variety of residential opportunities to serve a full range of income levels.

Policy LU 1.4: Except as provided for by the Rural Element, new residential development which requires urban services and facilities must be located within urban growth areas or LAMIRDs.

Policy LU 1.5: Encourage infill of vacant and underdeveloped land in existing residential areas within urban growth areas and rural communities, such as LAMIRDs.

REVIEW CRITERIA

The proposals were analyzed based on existing code provisions and past practices or when readily available, within existing County resources. While each proposed amendment may or may not have met all the criteria, the proposals must be weighed by their individual and collective impacts. Additionally, agency and public comment play a role in understanding potential impacts to surrounding land uses, impacts to rural character, and how the amendment may serve the general public’s interest.

Pursuant to Chelan County Code (CCC) Section 14.13.040, the following review criteria were used to evaluate the proposed amendments:

1. *The amendment is necessary to resolve a public land issue or problem* ([CCC 14.13.040\(1\)](#)) (code amendment)

Finding of Fact:

Chelan County, along with the rest of Washington State is experiencing a shortage of affordable housing for its low- and moderate-income residents. ESHB 1998 was designed to address this issue in part. As described by the adopted legislation, Co-living housing provides options for people looking for an alternative to the traditional single-family residence or apartment which may be financially out of reach. Co-living housing generally provides low cost living situations which are particularly suitable for seniors on a fixed income, individuals moving from homelessness to secure housing, workforce housing where residents may not be in the area on a year-round basis, students and other populations for whom the co-living housing model may be preferable and affordable.

Housing options that target low- and moderate-income individuals, help to alleviate the pressure on housing availability and affordability.

Conclusion: The amendments are necessary to resolve a public land use issue or problem.

2. *The amendment is consistent with goals of the Growth Management Act, Chapter 36.70A RCW. [\(CCC 14.13.040\(2\)\)](#). (code amendment) The amendment complies with or supports...county-wide planning policies. [\(CCC 14.13.040\(3\)\)](#) (code amendment)*

Finding of Fact: RCW 36.70A.020 describes 13 planning goals to guide the adoption of comprehensive plans and development regulations for counties and cities planning under the Growth Management Act. These goals include, but are not limited to:

(2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

Co-living housing options would only be permitted in urban growth areas through this action, thereby not contributing to sprawl.

(4) Housing. Plan for and accommodate housing affordable to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

Providing an option for Co-living housing serves to promote a variety of housing types.

Conclusion: The proposal is consistent with the goals of the Growth Management Act and any applicable county-wide planning policies.

3. *The amendment complies with or supports comprehensive plan goals and policies... [\(CCC 14.13.040\(3\)\)](#) (code amendment)*

Finding of Fact: The proposed amendments to the development regulations would support numerous goals and policies within the Land Use and Housing Elements of the Comprehensive Plan by providing options for a variety of housing types that would target low- and middle-income residents.

Conclusion: The proposed amendments support the Chelan County comprehensive plan goals and policies.

4. *The amendment does not adversely affect lands designated as resource lands of long-term commercial significance or designated critical areas in ways that cannot be mitigated; [CCC 14.13.040\(4\)](#) (code amendment)*

Finding of Fact: The amendment would allow for the development of new housing types in the urban growth areas of Peshastin and Manson. Co-living housing would primarily be located in multi-family and mixed-use zones when constructed. All proposed developed would be required to comply with relevant critical area regulations.

Conclusion: This amendment would not adversely affect lands designated as resource lands of long-term commercial significance or designated critical areas in ways that cannot be mitigated.

5. *The development regulation amendment is based on sound land use planning practices and would further the general public health, safety and welfare. [\(CCC 14.13.040 \(5\)\)](#) (code amendment)*

Finding of Fact: The amendment is required by the passage of ESHB 1998 which became preemptive as of 12/31/25.

Conclusion: The proposed amendment serves the interests of the general public, including public health, safety, and welfare.

FINDINGS OF FACT

1. Chelan County adopted Title 14, Development Permit Procedures and Administration outlining provisions relating to the amendment of the Development Regulations consistent with RCW 36.70A. The County followed the procedures required for amendment of the development regulations.
2. The requirements of RCW 43.21C, the State Environmental Policy Act, and WAC 197-11, SEPA Rules, have been satisfied. To comply with the requirements of the State Environmental Policy Act for environmental review of a non-project action, the County, as lead agency issued a Determination of Non-significance on June 29, 2026.
3. The required State agency review with the Department of Commerce (COM) and other State agencies, pursuant to RCW 36.70A.106 was initiated on July 9, 2026.
4. A request for amendments to Chelan County Code was made by Chelan County to comply with the provisions of ESHB 1998.

CONCLUSIONS OF LAW

1. The amendment to the Chelan County development regulations are consistent with the requirements of the Growth Management Act (RCW 36.70A), Chelan County Comprehensive Plan and County-Wide Planning Policies.
2. The amendment is necessary to address a public land use issue or problem.
3. The amendments do not adversely affect designated resource lands of long-term commercial significance or designated critical areas in ways that cannot be mitigated.
4. Reviewing agencies and the general public were given an opportunity to comment on the proposed amendments.
5. The amendments are consistent with Chelan County Code Title 14 Development Permit Procedures and Administration.
6. The requirements of RCW 43.21C, the State Environmental Policy Act and WAC 197-11 SEPA Rules have been satisfied.

7. The adoption of this amendment is in the best interest of the public and furthers the health, safety, and welfare of the citizens of Chelan County.

ATTACHMENTS

1. SEPA Determination
2. Agency and Public Comments (none at time of staff report issuance)
3. 60-day Review Acknowledgment Letter from WA Dept. of Commerce
4. Proposed Code Amendment



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

**SEPA NOTICE ISSUANCE OF
DETERMINATION OF SIGNIFICANCE (DNS)**

Pursuant to Title 14, Development Permit Procedures & Administration Section 14.08.030, Determination of Completeness, Chelan County Board of County Commissioners Resolution No. 2004-16, as amended.

Project Description: Proposed code amendments to Chelan County Code Titles 11 and 14.

File Number: ZTA 26-163
Parcel Number: Countywide
Parcel Address: N/A
Owner/Applicant: Chelan County
316 Washington St. Ste. 201
Wenatchee, WA 98801

Lead Agency: Chelan County Community Development

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request. Pursuant to WAC 197-11-800(1)(b) the proposed development is not exempt from environmental review.

This DNS is issued under WAC 197-11-340(2), and the comment period will end at 5:00 p.m. on July 18, 2026.

Responsible Official: Deanna Walter – SEPA Responsible Official
Address: Chelan County Community Development
316 Washington St, Suite 301
Wenatchee, WA 98801
Phone: (509) 667-6225

Signature: Deanna Walter **Date:** 6/29/26



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THANK YOU

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We have received your submitted amendment. Please allow 1-3 business days for review. Please keep the Submittal ID as your receipt and for any future questions. We will also send an email receipt to all contacts listed in the submittal.

Submittal ID: 2026-S-13019

Submittal Date and Time: Jul 9, 2026, 12:00:00 AM

Submittal Information

Jurisdiction:	Chelan County (0400)
Submittal Type:	60-day Notice of Intent to Adopt Amendment
Amendment Type:	Comprehensive Plan Amendment

Amendment Information

Brief Description
Proposed code amendments to Chelan County code titles 11 & 14. COUNTYWIDE

☐ **Yes, this is a part of the 10-year periodic update schedule, required under RCW 36.70A.130.**

☒ **Yes, this action includes changes to Urban Growth Boundaries?**

Planning Commissions Date 07-22-2026

Board of County Commissioners Date

09-02-2026

Anticipated/Proposed 12-31-2026
Date of Adoption

Categories

Submittal Category	
Comprehensive Plan	

Attachments

Attachment Type	File Name	Uploaded Date
Comprehensive Plan Amendment - Draft	ZTA 26-163 Co-living Housing DRAFT1.pdf	7/9/26, 2:48 PM
SEPA Materials	ZTA 26-163 Signed SEPA DNS.pdf	7/9/26, 2:49 PM
SEPA Materials	ZTA 26-163 SEPA Checklist.docx	7/9/26, 2:50 PM
Public Notice	column_affidavit_av572x3flnWmcfn8y82p.pdf	7/9/26, 2:50 PM

Contact Information

Prefix Ms.
First Name Deanna
Last Name Walter
Title Director
Work Phone (509) 667-6225
Cell Phone
Email deannac.walter@co.chelan.wa.us

☐ Yes. This is a consultant.

Co-living Housing

14.98.403 “Co-living housing” means a residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities with other sleeping units in the building.

Peshastin District Use Chart (residential portion)

11.22.030 Permitted, accessory and conditional uses

Land Uses	R-1	R-2	R-3	C-D	C-H	I	I-C	P-U
RESIDENTIAL USES								
Accessory Dwelling, Detached	PRM	PRM	PRM	CUP			CUP	CUP
Accessory Dwelling, Attached	PRM	PRM	PRM					
Accessory Structure, Residential 1,500 Square Feet or Less	PRM	PRM	PRM	ACC	ACC		ACC	
Accessory Structure, Residential Greater than 1,500 Square Feet	ACC	ACC	ACC	ACC	ACC		ACC	
Bed and Breakfast	CUP	CUP	CUP	PRM ¹	PRM ¹			
Boarding ³	ACC	ACC	ACC	ACC ¹	ACC ¹			
Caretaker's Residence				ACC	ACC	ACC	ACC	ACC
Condominiums—Residential (Full-Time Ownership)		PRM	PRM	PRM	PRM		CUP	
Assisted Living Facility	PRM	PRM	PRM	PRM	PRM			
Convalescent Home/Nursing Home		CUP	CUP	PRM	PRM			
Daycare Center, Preschool	CUP	CUP	CUP	PRM	PRM	PRM	PRM	PRM
Daycare Home	ACC	ACC	ACC	ACC ¹	ACC ¹			
Duplex Dwelling	PRM	PRM	PRM	PRM	PRM		CUP	
Foster Home/Group Home	ACC	ACC	ACC	ACC ¹	ACC ¹			
Home Occupation	ACC	ACC	ACC	ACC ¹	ACC ¹			
Home-Based Business	CUP	CUP	CUP	CUP ¹	CUP ¹			
Manufactured Home, Designated	PRM	PRM	PRM					
Manufactured/Mobile Home Park		PRM	PRM					
Manufactured Home	PRM	PRM	PRM					
Mobile Home								
Modular Home	PRM	PRM	PRM					
Multifamily Dwelling		PRM	PRM	PRM	PRM		CUP	
<u>Co-living Housing</u>		<u>PRM</u>	<u>PRM</u>	<u>PRM</u>	<u>PRM</u>			

Land Uses	R-1	R-2	R-3	C-D	C-H	I	I-C	P-U
Single-Family Dwelling	PRM	PRM	PRM					
Existing Single-Family Dwelling as of July 1, 2008				PRM	PRM			

Manson District Use Chart

11.23.030 District use Chart

Table 9.1 – District Use Chart

USE/ACTIVITY	UR1	UR2	UR3	CT	CD	MLI	UP
Accessory Dwelling Unit	A	A	A				
Accessory Buildings, Agricultural	A	A	A	A	A	A	
Accessory Uses to Permitted Uses	A	A	A	A	A	A	A
Fences	P	P	P	P	P	P	P
Recreation/Tourist Uses				P			
Signs	A	A	A	A	A	A	A
Adult Family Home	P	P	P				
Bed and Breakfast (3 or Fewer Rooms)	A	A	A		P		
Caretaker Dwelling Unit					P	P	
Detached Garages	P	P	P				
Duplex Dwellings		P	P				
Guest Inn—4 to 6 Rooms			CUP		P		
Home-Based Business							
Home Occupations	A	A	A				
In-Home Daycare	A	A	A				
Mobile/Manufactured Home Park			CUP				
Multifamily Dwellings (Apartments)			P				
<u>Co-living Housing</u>			<u>P</u>				
Private Greenhouses	P	P	P				
Dependent Care Housing	CUP	CUP	CUP				
Residential Dwelling Units, Above Ground Floor				A	P	A	
Boarding House	P	P	P				
Single-Family Dwelling	P	P	P				
Single-Family Dwelling, as of December 31, 2017, excluding parcels adjacent to Wapato Way				P ¹	P ¹		

11.23.030 District use Chart

Table 9.1 – District Use Chart

USE/ACTIVITY	UR1	UR2	UR3	CT	CD	MLI	UP
Accessory Uses That Support, Promote or Sustain Agricultural Operations							
Agricultural Uses	P	P	P				
Agricultural Worker Housing, Off-Site							
Agricultural Worker Housing, Permanent	A	P	P				
Agricultural Worker Housing, Temporary							
Agriculturally Related Industry				CUP	CUP	P	
Agricultural Processing Facility						P	
Agricultural Support Services							
Animal Boarding Facilities				CUP			
Kennels							
Farm Visit, U-Pick and Rent-A-Tree Operation	P	P	P				
Roadside Stands, Nursery Greater Than 1,500 sq. ft. Retail							
Roadside Stands, Nursery Less Than 1,500 sq. ft. Retail				P	P		
Winery Less Than 1,500 sq. ft. of Retail Space				P	P	P	
Winery Greater Than 1,500 sq. ft. of Retail Space				P	P	P	
Farm/Agricultural Supply Sales				P	P	P	
Agricultural Theme Market							
Airport/Heliport, Single Engine Crop Dusting/Spraying						CUP	
Commercial Amusement/Recreational Facilities				P	P		
Commercial Feedlot							
Short-Term Rentals Tier 1 or Tier 2	P ¹	P ¹	P ¹	A ¹	A ¹		
Short-Term Rentals Tier 3				P ¹	P ¹		
Lodging Facilities				P	P		
Neighborhood-Oriented Commercial				P	P		
Restaurants and Drinking Establishments				P	P		
Restaurants and Drinking Establishments, Less Than 1,500 sq. ft.				P	P	P	
Tavern					P		
Chemical, Fuel or Fertilizer Distribution, Sales, Bulk Storage						P	
Contractor Storage Yard						P	
Explosives Manufacture and Storage							
Farm Equipment/Machinery Sales and Service						P	

11.23.030 District use Chart

Table 9.1 – District Use Chart

USE/ACTIVITY	UR1	UR2	UR3	CT	CD	MLI	UP
Hazardous Waste Treatment/Storage Facilities, Off-Site							
Heliport, Temporary Emergency and Forest-Related Management Support	P	P	P	P	P	P	P
Inert Waste Site						CUP	
Junkyard/Auto Wrecking Yard/Impound Yard							
Machine Shop—Artisan Goods (behind retail frontage)				CUP	CUP		
Manufacturing, Assembly, Fabrication of Artisan Goods				CUP	CUP	P	
Mineral Extraction, Long-Term							
Mineral Extraction, Short-Term							
Mini Storage						P	
Portable Sawmills and Chippers, Log Sorting and Storage Temporary Installation							
Recycling Inert Waste						CUP	
Remote Industrial Use							
Research Facilities					P	P	
Rock Crusher, Temporary Placement							
Rock Crushing, Sorting, Batching of Concrete or Asphalt							
Sanitary Landfill							
Short-Term Stockpiling of Inert Waste							
Transportation/Shipping Terminal						P	
Vehicle Sales					P	P	
Veterinarian/Animal Hospital—Small animal					P	P	
Warehousing						P	
Wholesale Trade					P	P	
Stockpiling of Sand and Gravel, Etc.							
Retail Sales				P	P		
Retail Trade Serving Industrial Uses						P	
Developed Open Space	P	P	P	P	P	P	P
Educational Institutions, Public or Private	CUP	CUP	CUP				CUP
Educational/Administrative Facilities Associated with Permitted Use	A	A	A	A	A	A	A
Parking Garage				P	P	P	
Parking Lots				P	P	P	
Public Facilities, High Impact	CUP	CUP	CUP	CUP	CUP	CUP	CUP

11.23.030 District use Chart

Table 9.1 – District Use Chart

USE/ACTIVITY	UR1	UR2	UR3	CT	CD	MLI	UP
Public Facilities, Low Impact	P	P	P	P	P	P	P
Recreational Vehicle Park/Campground, Major				P			CUP
Recreational Vehicle Park/Campground, Minor				P			CUP
Schools, Business, Technical or Trade (L)				P	P	P	
Utilities, High Impact	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Utilities, Low Impact	P	P	P	P	P	P	P
Swimming Pools	P	P	P	P	P		P
Churches and Religious Facilities	CUP	CUP	CUP	CUP	CUP	CUP	P
Daycare Center/Preschool	CUP	CUP	CUP	P	P	A	
Food and Beverage Services				P	P	P	P
Personal and Professional Services				P	P	P	
Places of Public and Private Assembly				P	P	P	P
Service Station, Including Automotive Repair				P	P	P	
Cemetery	CUP	CUP	CUP	A	A		P

RESOLUTION NO. 2026-

Re: Adoption of a zoning text amendment (ZTA 26-163) to the Chelan County Code Titles 11 and 14 to add a new definition of Co-living Housing and amend the district use charts for the Peshastin and Manson Urban Growth Area development regulations.

WHEREAS, The Washington State Legislature passed HB 1998 effective June 6, 2024; requiring cities and counties planning under 36.70A RCW to allow co-living housing as defined, in an urban growth area zone allowing at least six multifamily residential units, including on lots zoned for mixed use development.

WHEREAS, a text amendment to Chelan County Code Section 14.09 Definitions defining co-living housing and amending the district use charts for the Peshastin and Manson Urban Growth Areas is required to comply with said provisions of state law; and

WHEREAS, the Chelan County Planning Commission held a duly advertised public hearing on August 26, 2026, to consider the proposed amendment and public comment, and make a recommendation to the Board of Chelan County Commissioners; and

WHEREAS, the Chelan County Planning Commission recommended approval as written to the Board of County Commissioners; and

WHEREAS, the Board of Chelan County Commissioners conducted a duly advertised public hearing on September 15, 2026 to examine the record and file of the Chelan County Planning Commission and invite public testimony for or against the proposal; and

WHEREAS, the Board of Chelan County Commissioners found that:

FINDINGS OF FACT:

- 1 Chelan County initiated revisions to Chelan County Code Titles 11 and 14 in response to state mandated changes.
- 2 The Planning Commission recommended approval at their duly advertised public hearing on August 26, 2026.
- 3 Chelan County adopted a Comprehensive Plan pursuant to the requirements of RCW36.70A.040 (4) (d), the Growth Management Act, on February 1, 2000.
- 4 RCW 36.70A.210 requires that the Comprehensive Plan be consistent with the provisions of the adopted Countywide Planning Policies.
- 5 The requirements of RCW 43.21C, the State Environmental Policy Act, and Chapter 197-11 WAC have been satisfied. To comply with the requirements of the State Environmental Policy Act for environmental review of a non-project action, Chelan County, as lead agency, issued a Determination of Non-Significance for the amendment on June 29, 2026.
- 6 The required State agency review with the Department of Commerce (COM) and other State agencies was initiated on July 9, 2026, under submittal ID No. 2026-S-13019 pursuant to RCW 36.70A.106.

- 7 Chelan County Code, Title 14, provides review criteria for the consideration of adopting amendments to Comprehensive Plans, Maps and Development Regulations. Chelan County followed the procedures required for amendment of the Development Regulations.
- 8 Any Finding of Fact that is more correctly a Conclusion of Law is incorporated herein as such by this reference.

CONCLUSIONS OF LAW:

- 1 The amendment to the Chelan County Development Regulations, as recommended by the Planning Commission on November 19, 2025, is consistent with the requirements of the Growth Management Act (RCW 36.70A), Chelan County Comprehensive Plan and Countywide Planning Policies.
- 2 The amendment does not adversely affect designated resource lands of long-term commercial significance or designated critical areas in ways that cannot be mitigated.
- 3 The amendment does not adversely affect the supply of land for various purposes available to accommodate projected growth over the twenty-year planning period covered by the Comprehensive Plan.
- 4 Reviewing agencies and the general public were given an opportunity to comment on the proposed amendments.
- 5 The amendments are consistent with Chelan County Code Title 14 Development Permit Procedures and Administration.
- 6 The requirements of RCW 43.21C, the State Environmental Policy Act and Chapter 197-11 WAC have been satisfied.
- 7 the adoption of these revisions to Titles 7, 11, and 14 are in the best interest of the public and furthers the health, safety, and welfare of the citizens, together with the economic health of Chelan County.
- 8 Any Conclusion of Law that is more correctly a Finding of Fact is incorporated herein as such by this reference.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chelan County Commissioners hereby adopts Chelan County Development Regulation text amendment, ZTA 26-163, Attachment "A"

BE IT FURTHER RESOLVED that this Resolution shall take effect and be in force on September 15, 2026

BE IT FURTHER RESOLVED that this decision is hereby signed into authentication on the following date,

Dated this 15th day of September, 2026

BOARD OF CHELAN COUNTY COMMISSIONERS

Shon Smith, CHAIRMAN

Kevin Overbay, COMMISSIONER

Brad Hawkins, COMMISSIONER

ATTEST:

ANABEL TORRES
CLERK OF THE BOARD



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

TO: Chelan County Board of County Commissioners
FROM: Chelan County Community Development
HEARING DATE: September 15, 2026
FILE NUMBER: ZTA 2026-164 STEP Housing Text Amendment

RECOMMENDED MOTION

The Chelan County Planning Commission, at the public hearing on August 26, 2026 has recommended approval of the proposed Development Regulation Text Amendments, pursuant to Chelan County Code Section 14.10.050.

Staff finds that the proposed Development Regulation Text Amendment to add definitions for Emergency housing, indoor, Emergency shelter, indoor, Permanent supportive housing and Transitional housing and amending the District Use Charts for Peshastin and Manson urban growth areas, given file number ZTA 2026-164, and further adding new language to Chelan County Code Section 11.88, complies with Chelan County Countywide Planning Policies and the Growth Management Act based upon the findings of fact and conclusions of law contained within the staff report.

GENERAL INFORMATION

Applicant	Chelan County
Planning Commission Notice of Hearing Published	August 15, 2026
Planning Commission Hearing	August 26, 2026
Board of County Commissioners Hearing	September 15, 2026
60-day State agency review	Initiated July 9, 2026
SEPA Determination	June 29, 2026

SEPA Environmental Review

A Determination of Non-Significance was issued under WAC 107-11-340 for ZTA 2026-164 on June 29, 2026 (Attachment 1). The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after a review of a completed environmental checklist and other information on file with the lead agency.

Agency Comments:

None received to date. (If received prior to hearing, will be Attachment 2)

Public Comment:

None received to date. (If received prior to hearing, will be Attachment 2)

60-Day Notice

Sent to Department of Commerce July 9, 2026 (Letter of acknowledgement included as Attachment 3).

PROJECT DESCRIPTION – ZTA 2026-163

During the 2026 regular session, the Washington State Legislature passed Engrossed Substitute House Bill (EHSB) 2266 which was intended to “increase housing supply and advance fair housing by requiring these housing types to be permitted in urban areas on the same terms as other types of lodging and residential development.” These housing types refer to Emergency Shelter, indoors, Emergency Housing, indoor, Transitional Housing and Permanent Supportive Housing as defined in EHSB 2266.

The subject zoning text amendment is the local implementation of this legislation which becomes pre-emptive as of December 31, 2026. The proposal is to add 4 new definitions to Title 14: Emergency Shelter, indoor, Emergency Housing, indoor, Permanent Supportive housing, and Transitional housing and also to amend Title 11, Sections 11.22 and 11.23 to add these housing types to the district use charts for the Peshastin and Manson urban growth areas. The revision to the code would allow outright emergency housing and emergency shelters in any zone where hotels are allowed and to allow permanent supportive and transitional housing in any zone which allows residential development and hotels.

Optional language included in the legislation proposed in this amendment, would require the sponsor or manager of emergency shelters or housing to provide additional information regarding the operation of the shelter, after permit issuance and prior to certificate of occupancy.

COMPREHENSIVE PLAN

Chelan County conducts an annual review of development regulation text amendments for compliance with the adopted Comprehensive Plan. The Comprehensive Plan represents the long-term vision for future land uses and development. For the county-initiated text amendments, the merits of the requested change must be demonstrated as being consistent with adopted goals and policies.

The following Comprehensive Plan goals and policies are relevant to the proposed request given file number ZTA 2026-164:

Goal H 1: Encourage the availability of affordable housing to all economic segments of the population of the county.

Policy H 1.1: Encourage communities within the County to provide a fair share of affordable housing to low- and moderate-income households by promoting a balanced mix of diverse housing types.

Goal H 2: Promote a variety of residential densities and housing types.

Policy H 2.2: Encourage development of housing types that meet the needs of the elderly, physically challenged, mentally impaired, and special needs segments of the population (e.g., congregate care facilities).

Policy H 2.3: Where appropriate, provide for higher density residential housing developments within existing residential communities and urban growth areas, where adequate infrastructure and services can be provided.

Goal H 4: Support regulatory changes and economic programs that promote affordable housing options.

REVIEW CRITERIA

The proposals were analyzed based on existing code provisions and past practices or when readily available, within existing County resources. While each proposed amendment may or may not have met all the criteria, the proposals must be weighed by their individual and collective impacts. Additionally, agency and public comment play a role in understanding potential impacts to surrounding land uses, impacts to rural character, and how the amendment may serve the general public's interest.

Pursuant to Chelan County Code (CCC) Section 14.13.040, the following review criteria were used to evaluate the proposed amendments:

1. *The amendment is necessary to resolve a public land issue or problem* ([CCC 14.13.040\(1\)](#)) (code amendment)

Finding of Fact:

Chelan County, along with the rest of Washington State is experiencing a shortage of affordable housing for its low- and moderate-income residents. Engrossed Substitute House Bill 2266 was designed to address this issue in part. As described by the adopted legislation, emergency and transitional housing is needed to serve populations that are particularly vulnerable to the existing housing market.

Supplemental, Transitional, and emergency housing options that target low- and moderate-income individuals, help to alleviate the pressure on housing availability and affordability.

Conclusion: The amendments are necessary to resolve a public land use issue or problem.

2. *The amendment is consistent with goals of the Growth Management Act, Chapter 36.70A RCW.* ([CCC 14.13.040\(2\)](#)). (code amendment) *The amendment complies with or supports...county-wide planning policies.* ([CCC 14.13.040\(3\)](#)) (code amendment)

Finding of Fact: RCW 36.70A.020 describes 13 planning goals to guide the adoption of comprehensive plans and development regulations for counties and cities planning under the Growth Management Act. These goals include, but are not limited to:

(4) Housing. Plan for and accommodate housing affordable to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

Conclusion: The proposal is consistent with the goals of the Growth Management Act and any applicable county-wide planning policies.

3. *The amendment complies with or supports comprehensive plan goals and policies...* ([CCC 14.13.040\(3\)](#)) (code amendment)

Finding of Fact: The proposed amendments to the development regulations would support numerous goals and policies within the Land Use and Housing Elements of the Comprehensive Plan by providing options for a variety of housing types that would target low- and middle-income residents.

Conclusion: The proposed amendments support the Chelan County comprehensive plan goals and policies.

4. *The amendment does not adversely affect lands designated as resource lands of long-term commercial significance or designated critical areas in ways that cannot be mitigated; [CCC 14.13.040\(4\)](#) (code amendment)*

Finding of Fact: The amendment would allow for the development of alternative housing types in the Urban Growth Areas of Peshastin and Manson.

Conclusion: This amendment would not adversely affect lands designated as resource lands of long-term commercial significance or designated critical areas in ways that cannot be mitigated.

5. *The development regulation amendment is based on sound land use planning practices and would further the general public health, safety and welfare. [\(CCC 14.13.040 \(5\)\)](#) (code amendment)*

Finding of Fact: The amendment is required by the passage of ESHB 2266 which becomes preemptive at the adoption of the comprehensive plan periodic update due December 31, 2026.

Conclusion: The proposed amendment serves the interests of the general public, including public health, safety, and welfare.

FINDINGS OF FACT

1. Chelan County adopted Title 14, Development Permit Procedures and Administration outlining provisions relating to the amendment of the Development Regulations consistent with RCW 36.70A. The County followed the procedures required for amendment of the development regulations.
2. The requirements of RCW 43.21C, the State Environmental Policy Act, and WAC 197-11, SEPA Rules, have been satisfied. To comply with the requirements of the State Environmental Policy Act for environmental review of a non-project action, the County, as lead agency issued a Determination of Non-significance on June 29, 2026.
3. The required State agency review with the Department of Commerce (COM) and other State agencies, pursuant to RCW 36.70A.106 was initiated on July 9, 2026.
4. A request for amendments to Chelan County Code was made by Chelan County to comply with the provisions of ESHB 2266.

CONCLUSIONS OF LAW

1. The amendment to the Chelan County development regulations are consistent with the requirements of the Growth Management Act (RCW 36.70A), Chelan County Comprehensive Plan and County-Wide Planning Policies.
2. The amendment is necessary to address a public land use issue or problem.
3. The amendments do not adversely affect designated resource lands of long-term commercial significance or designated critical areas in ways that cannot be mitigated.

4. Reviewing agencies and the general public were given an opportunity to comment on the proposed amendments.
5. The amendments are consistent with Chelan County Code Title 14 Development Permit Procedures and Administration.
6. The requirements of RCW 43.21C, the State Environmental Policy Act and WAC 197-11 SEPA Rules have been satisfied.
7. The adoption of this amendment is in the best interest of the public and furthers the health, safety, and welfare of the citizens of Chelan County.

ATTACHMENTS

1. SEPA Determination
2. Agency and Public Comments (none at time of staff report issuance)
3. 60-day Review Acknowledgment Letter from WA Dept. of Commerce
4. Proposed Code Amendment



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

**SEPA NOTICE ISSUANCE OF
DETERMINATION OF SIGNIFICANCE (DNS)**

Pursuant to Title 14, Development Permit Procedures & Administration Section 14.08.030, Determination of Completeness, Chelan County Board of County Commissioners Resolution No. 2004-16, as amended.

Project Description: Proposed code amendments to Chelan County Code Titles 7,11,12 and 14.

File Number: ZTA 25-248
Parcel Number: Countywide
Parcel Address: N/A
Owner/Applicant: Chelan County
316 Washington St. Ste. 201
Wenatchee, WA 98801

Lead Agency: Chelan County Community Development

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request. Pursuant to WAC 197-11-800(1)(b) the proposed development is not exempt from environmental review.

This DNS is issued under WAC 197-11-340(2), and the comment period will end at 5:00 p.m. on July 18, 2026.

Responsible Official: Deanna Walter – SEPA Responsible Official
Address: Chelan County Community Development
316 Washington St, Suite 301
Wenatchee, WA 98801
Phone: (509) 667-6225

Signature: Deanna Walter **Date:** 6/29/26

THANK YOU

We have received your amendment submission. Please allow 1-3 business days for review. Please keep the Submittal ID as your receipt and for any future questions. We will also send an email receipt to all contacts listed in the submittal.

Submittal ID: 2026-S-13020

Submittal Date Time: 07/09/2026

Submittal Information

Jurisdiction	Chelan County
Submittal Type	60-day Notice of Intent to Adopt Amendment
Amendment Type	Comprehensive Plan Amendment

Amendment Information

Brief Description

Proposed code amendments to Peshastin and Mason development regulations to allow Supportive, Temporary, Emergency housing in UGA.

☐ Yes, this is a part of the 10-year periodic update schedule, required under RCW 36.70A.130.

☒ Yes, this action includes changes to Urban Growth Boundaries.

Planning Commissions Date 07/22/2026

Board of County Commissioners Date 09/02/2026

Anticipated/Proposed Date of Adoption 12/31/2026

Categories

Submittal Category

Comprehensive Plan

Attachments

Attachment Type	File Name	Upload Date
Comprehensive Plan Amendment - Draft	ZTA 26-164 STEP Housing Draft1.pdf	07/09/2026 02:59 PM
SEPA Materials	ZTA 26-164 Signed SEPA DNS.pdf	07/09/2026 03:00 PM
SEPA Materials	ZTA 26-164 SEPA Checklist.docx	07/09/2026 03:00 PM

Contact Information

Prefix	Ms.
First Name	Deanna
Last Name	Walter
Title	Director
Work	(509) 667-6225
Cell	
Email	deannac.walter@co.chelan.wa.us

☒ Yes, I would like to be contacted for Technical Assistance.

Certification

☒ I certify that I am authorized to submit this Amendment for the Jurisdiction identified in this Submittal and all information provided is true and accurate to the best of my knowledge.

Full Name	Ashley Fernandez
Email	ashley.fernandez@co.chelan.wa.us

STEP Housing

14.98.646 "Emergency housing, indoor" means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.

14.98.647 "Emergency shelter, indoor" means a facility that provides a temporary shelter for individuals or families who are currently homeless. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day and warming centers that do not provide overnight accommodations.

14.98.1399 "Permanent supportive housing" is subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW.32 33.

14.98.1873 "Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living.

Peshastin District Use Chart

Land Uses	R-1	R-2	R-3	C-D	C-H	I	I-C	P-U
RESIDENTIAL USES								
Accessory Dwelling, Detached	PRM	PRM	PRM	CUP			CUP	CUP
Accessory Dwelling, Attached	PRM	PRM	PRM					
Accessory Structure, Residential 1,500 Square Feet or Less	PRM	PRM	PRM	ACC	ACC		ACC	
Accessory Structure, Residential Greater than 1,500 Square Feet	ACC	ACC	ACC	ACC	ACC		ACC	
Bed and Breakfast	CUP	CUP	CUP	PRM ¹	PRM ¹			
Boarding	ACC	ACC	ACC	ACC ¹	ACC ¹			
Caretaker's Residence				ACC	ACC	ACC	ACC	ACC
Condominiums—Residential (Full-Time Ownership)		PRM	PRM	PRM	PRM		CUP	

[illegible]

Land Uses	R-1	R-2	R-3	C-D	C-H	I	I-C	P-U
Public/Private Corporate, Regional Headquarters, Admin. Offices for Commercial, Industrial, Noncommercial Uses				PRM	PRM	PRM	PRM	CUP
Recycling Center						PRM	CUP	CUP
Telecommunication Facilities (Cell Towers)				CUP	CUP	CUP	CUP	CUP
Trade/Vocational School				CUP	CUP	PRM	PRM	CUP
Utility Uses/Structures					CUP	PRM	PRM	CUP
Wastewater Treatment Facilities						PRM	CUP	CUP
AGRICULTURAL USES								
Agricultural Uses	PRM	PRM	PRM			PRM	PRM	
Agriculturally Related Industry					PRM	PRM	PRM	
Agricultural Processing Facility						PRM	PRM	
Agriculture Building	PRM	PRM	PRM	PRM	PRM	PRM	CUP	PRM
Animal Clinic, Hospital				CUP	CUP	CUP	CUP	
Commercial Composting								
Farm Equipment Sales/Service				PRM	PRM	PRM	PRM	
Feed Lot								
Feed Store				PRM	PRM	PRM	PRM	
Food Processing, Canning, Packing Greater Than 5,000 sq. ft.					CUP	PRM		
Food Processing, Canning, Packing Less Than 5,000 sq. ft.				CUP	PRM	PRM	PRM	
Home Fruit Stand	ACC	ACC	ACC	PRM	PRM	PRM	PRM	
Horse Boarding/Training, Riding Stable								
Kennels, Commercial					PRM	PRM	PRM	
Kennels, Hobby	ACC	ACC	ACC	ACC	ACC		ACC	
Livestock, Commercial								
Livestock/Poultry for Personal Use Only	ACC	ACC	ACC		ACC			
Nursery, Commercial/Retail/Wholesale	CUP	CUP	CUP	PRM	PRM	PRM	PRM	
Poultry, Commercial								
Slaughterhouse								
COMMERCIAL USES								
Accessory Structure, Commercial				ACC	ACC	ACC	ACC	
Arts and Crafts, Antique Sales				PRM	PRM		PRM	
Auto Towing—Secured					CUP	PRM		
Bakery, Retail				PRM	PRM	PRM	PRM	
Big Box Retail					PRM			

Land Uses	R-1	R-2	R-3	C-D	C-H	I	I-C	P-U
Off-Premises Signs, 18 Square Feet or Less With No Lighting				PRM	PRM	PRM	PRM	
Off-Premises Signs, Larger Than 18 Square Feet or With Lighting				CUP	CUP	CUP	CUP	
Boat Sales and Service				PRM	PRM	PRM	PRM	
Brewery				CUP	CUP	CUP	CUP	
Business Offices				PRM	PRM	PRM	PRM	
Car Rental					PRM	PRM	PRM	
Car Wash					CUP	CUP	CUP	
Catering	ACC	ACC	ACC	PRM	PRM	PRM	PRM	
Commercial Copiers/Printers				PRM	PRM	PRM	PRM	
Clinic, Medical, Dental, Etc.				PRM	PRM	PRM	PRM	CUP
Condominium, Time Share/Fractional Ownership			CUP	PRM	PRM			
Convenience Store, Excluding Fuel Sales		CUP	CUP	PRM	PRM	PRM	PRM	
Convenience Store, Including Fuel Sales					PRM	PRM	PRM	
Cultural and/or Historical Facilities	CUP	CUP	CUP	PRM	PRM			PRM
Drive-Up Food Service, Includes Coffee Stands				PRM	PRM	PRM	PRM	
Dry Cleaners, Laundromats				PRM	PRM	PRM	PRM	
<u>Emergency Housing, Indoor</u>				<u>PRM</u>	<u>PRM</u>			
<u>Emergency Shelter, Indoor</u>				<u>PRM</u>	<u>PRM</u>			
Farmer's Market				PRM	PRM	PRM	PRM	PRM
Financial/Lending Institution (Bank, Etc.)				PRM	PRM	PRM	PRM	
Funeral Home/Crematorium				PRM	PRM	PRM	PRM	
Gas/Service Station					PRM	PRM	PRM	
Grocery Store				PRM	PRM	PRM	PRM	
Hardware/Garden Store—Lumber Yard				PRM	PRM	PRM	PRM	
Heating and Plumbing Sales and Services				PRM	PRM	PRM	PRM	
Hotels/Motels/Lodging Facilities				PRM	PRM	PRM	PRM	
Manufactured Home, Sales					PRM	PRM		
Merchandise, Furniture, Home Furnishings, Department Retail Sales and Service				PRM	PRM	PRM	PRM	
Microbrewery, Small Scale; 250,000 Gallons/Year or Less				CUP	CUP	CUP	CUP	
Mini-Storage				ACC	PRM	PRM	ACC	
Mobile Food Service					PRM	PRM	PRM	
Museums, Art Galleries				PRM	PRM	PRM	PRM	PRM
Newspaper Publishing				PRM	PRM	PRM	PRM	

Land Uses	R-1	R-2	R-3	C-D	C-H	I	I-C	P-U
Office Supplies and Equipment				PRM	PRM	PRM	PRM	
Parking Lots/Garages—Commercial or Public				PRM	PRM	PRM	PRM	PRM
Permanent Supportive Housing	PRM	PRM	PRM	PRM	PRM			
Personal Services (Barber, Salon, Etc.)	CUP	CUP	CUP	PRM	PRM	PRM	PRM	
Pet Services	CUP	CUP	CUP	PRM	PRM	PRM	PRM	
Pharmacies				PRM	PRM	PRM	PRM	
Professional Services (Lawyer, Psychiatrist, Etc.)	CUP	CUP	CUP	PRM	PRM	PRM	PRM	
Repair Services, Electronics/Appliances	CUP	CUP	CUP	PRM	PRM	PRM	PRM	
Restaurant				PRM	PRM	PRM	PRM	PRM
Retail—Textiles, Sporting Goods				PRM	PRM	PRM	PRM	
Retail Stores				PRM	PRM	PRM	PRM	
RV Sales and Service					PRM	PRM	PRM	
Short-Term Rentals Tier 1 or Tier 2				PRM	PRM			
Short-Term Rentals Tier 3				PRM	PRM			
Taverns, Bars, Cocktail Lounges				PRM	PRM	PRM	PRM	
Tractor, Trailer Sales					PRM	PRM	PRM	
Transitional Housing	PRM	PRM	PRM	PRM	PRM			
Truck Stops					CUP	CUP		
Vehicle Repair, Service Shops and Auto Sales				PRM	PRM	PRM	PRM	
Video Rental		CUP	CUP	PRM	PRM	PRM	PRM	
Winery	ACC	CUP	ACC	PRM	PRM	PRM	PRM	
Winery, Small Scale	ACC	CUP	ACC	PRM	PRM	PRM	PRM	
INDUSTRIAL USES								
Above/Below Ground Storage of Critical Material					ACC	ACC	ACC	
Accessory Structure, Industrial					ACC	ACC	ACC	
Airports and Supporting Aviation Activities						CUP	CUP	CUP
Apparel Manufacture				PRM	PRM	PRM	PRM	
Asphalt Paving Plant								
Bakery, Wholesale				PRM	PRM	PRM	PRM	
Beverage Industry				PRM	PRM	PRM	PRM	
Building/Construction Materials, Manufacture/Assembly/Fabrication Lumber Yard					PRM	PRM		
Bulk Fuel Distributor						PRM		
Cement/Concrete Plant								
Chemical, Pharmaceuticals, Cosmetics Manufacture/Processing/Packaging						PRM	CUP	

Land Uses	R-1	R-2	R-3	C-D	C-H	I	I-C	P-U
Communications, TV/Radio Stations, Telephone Exchanges				PRM	PRM	PRM	PRM	
Construction Contractor's Yards				CUP	PRM	PRM		
Controlled Atmosphere (CA) Storage					PRM	PRM		
Electronic Product Manufacture/Assembly				PRM	PRM	PRM	PRM	
Fabricated Metal Products, Sheet Metal, Welding				PRM	PRM	PRM	PRM	
Furniture Products Manufacture/Assembly				CUP	PRM	PRM	PRM	
Glass Products Manufacture/Assembly				CUP	PRM	PRM	PRM	
Hardware Products Manufacture/Assembly				CUP	PRM	PRM	PRM	
Hazardous Waste Storage, On-Site				ACC	ACC	ACC	ACC	
Hazardous Waste Treatment, On-Site								
Heliports					CUP	CUP	CUP	ACC
Leather Products Manufacture/Assembly								
Machinery/Heavy Equipment Manufacture/Assembly						PRM	PRM	
Manufactured Homes, Travel Trailers, Campers, Manufacture/Assembly/Fabrication						PRM	PRM	
Medical/Scientific Research, Product Manufacture/Assembly				PRM	PRM	PRM	PRM	
Mineral Extraction, Crushing, Screening, Etc.								
Paper Products Manufacture/Assembly								
Paperboard Containers Manufacture								
Parcel Delivery Service, Packaging, Crating				PRM	PRM	PRM	PRM	
Plastic Products Manufacture/Assembly						PRM	PRM	
Prefabricated Wood Products								
Printing, Publishing, Binding				PRM	PRM	PRM	PRM	
Rendering Plants								
Research and Development, Nonmedical				PRM	PRM	PRM	PRM	
Rubber Products								
Technology Centers				PRM	PRM	PRM	PRM	
Technology Storage Facilities				PRM	PRM	PRM	PRM	
Vehicle, Boat Building						PRM	PRM	
Warehousing, Storage				ACC	ACC	PRM	ACC	
Wrecking/Junk Yard								
RECREATIONAL USES								
Arboretums and Gardens	PRM	PRM	PRM	PRM	PRM	PRM	PRM	PRM
Bowling Alleys				PRM	PRM			
Drive-In Theater								

Land Uses	R-1	R-2	R-3	C-D	C-H	I	I-C	P-U
Exercise Facility			CUP	PRM	PRM	PRM	PRM	
Golf Course	CUP	CUP	CUP					PRM
Driving Range								
Gun/Sportsmen's Club				PRM ²	PRM	PRM	PRM ²	PRM
Miniature Golf				PRM	PRM		PRM	PRM
Mini-Casinos, Game, Card Rooms				PRM	PRM	PRM	PRM	
Playfields	CUP	CUP	CUP	PRM	PRM	PRM	PRM	CUP
Parks and Recreation Facilities	CUP	CUP	CUP	PRM	PRM	PRM	PRM	CUP
Racetrack/Speedway (Horse, Mini-Sprint, Etc.)								
Recreational Vehicle Park or Tent Campground					CUP			CUP
Roller/Ice-Skating Rink				PRM	PRM		PRM	PRM
Theaters				PRM	PRM		PRM	CUP
Trail Systems	CUP	CUP	CUP	PRM	PRM	PRM	PRM	CUP

¹ In existing single-family residences only, as of July 1, 2008.

² Indoor facility only.

³ Per Section [11.88.170\(4\)](#) in any district that permits single-family residences, the renting of rooms to not more than two boarders, roomers, or lodgers is permitted as an accessory use.

Manson District Use Chart

Table 9.1 – District Use Chart

USE/ACTIVITY	UR1	UR2	UR3	CT	CD	MLI	UP
Accessory Dwelling Unit	A	A	A				
Accessory Buildings, Agricultural	A	A	A	A	A	A	
Accessory Uses to Permitted Uses	A	A	A	A	A	A	A
Fences	P	P	P	P	P	P	P
Recreation/Tourist Uses				P			
Signs	A	A	A	A	A	A	A
Adult Family Home	P	P	P				
<u>Permanent Supportive Housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		
<u>Transitional Housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		
Bed and Breakfast (3 or Fewer Rooms)	A	A	A		P		

Table 9.1 – District Use Chart

USE/ACTIVITY	UR1	UR2	UR3	CT	CD	MLI	UP
<u>Emergency Shelter, Indoor</u>				<u>P</u>	<u>P</u>		
<u>Emergency Housing, Indoor</u>				<u>P</u>	<u>P</u>		
Caretaker Dwelling Unit					P	P	
Detached Garages	P	P	P				
Duplex Dwellings		P	P				
Guest Inn—4 to 6 Rooms			CUP		P		
Home-Based Business							
Home Occupations	A	A	A				
In-Home Daycare	A	A	A				
Mobile/Manufactured Home Park			CUP				
Multifamily Dwellings (Apartments)			P				
Private Greenhouses	P	P	P				
Dependent Care Housing	CUP	CUP	CUP				
Residential Dwelling Units, Above Ground Floor				A	P	A	
Boarding House	P	P	P				
Single-Family Dwelling	P	P	P				
Single-Family Dwelling, as of December 31, 2017, excluding parcels adjacent to Wapato Way				P ¹	P ¹		
Accessory Uses That Support, Promote or Sustain Agricultural Operations							
Agricultural Uses	P	P	P				
Agricultural Worker Housing, Off-Site							
Agricultural Worker Housing, Permanent	A	P	P				
Agricultural Worker Housing, Temporary							
Agriculturally Related Industry				CUP	CUP	P	
Agricultural Processing Facility						P	
Agricultural Support Services							
Animal Boarding Facilities				CUP			
Kennels							
Farm Visit, U-Pick and Rent-A-Tree Operation	P	P	P				
Roadside Stands, Nursery Greater Than 1,500 sq. ft. Retail							
Roadside Stands, Nursery Less Than 1,500 sq. ft. Retail				P	P		
Winery Less Than 1,500 sq. ft. of Retail Space				P	P	P	
Winery Greater Than 1,500 sq. ft. of Retail Space				P	P	P	

Table 9.1 – District Use Chart

USE/ACTIVITY	UR1	UR2	UR3	CT	CD	MLI	UP
Farm/Agricultural Supply Sales				P	P	P	
Agricultural Theme Market							
Airport/Heliport, Single Engine Crop Dusting/Spraying						CUP	
Commercial Amusement/Recreational Facilities				P	P		
Commercial Feedlot							
Short-Term Rentals Tier 1 or Tier 2	P ¹	P ¹	P ¹	A ¹	A ¹		
Short-Term Rentals Tier 3				P ¹	P ¹		
Lodging Facilities				P	P		
Neighborhood-Oriented Commercial				P	P		
Restaurants and Drinking Establishments				P	P		
Restaurants and Drinking Establishments, Less Than 1,500 sq. ft.				P	P	P	
Tavern					P		
Chemical, Fuel or Fertilizer Distribution, Sales, Bulk Storage						P	
Contractor Storage Yard						P	
Explosives Manufacture and Storage							
Farm Equipment/Machinery Sales and Service						P	
Hazardous Waste Treatment/Storage Facilities, Off-Site							
Heliport, Temporary Emergency and Forest-Related Management Support	P	P	P	P	P	P	P
Inert Waste Site						CUP	
Junkyard/Auto Wrecking Yard/Impound Yard							
Machine Shop—Artisan Goods (behind retail frontage)				CUP	CUP		
Manufacturing, Assembly, Fabrication of Artisan Goods				CUP	CUP	P	
Mineral Extraction, Long-Term							
Mineral Extraction, Short-Term							
Mini Storage						P	
Portable Sawmills and Chippers, Log Sorting and Storage Temporary Installation							
Recycling Inert Waste						CUP	
Remote Industrial Use							
Research Facilities					P	P	
Rock Crusher, Temporary Placement							
Rock Crushing, Sorting, Batching of Concrete or Asphalt							

Table 9.1 – District Use Chart

USE/ACTIVITY	UR1	UR2	UR3	CT	CD	MLI	UP
Sanitary Landfill							
Short-Term Stockpiling of Inert Waste							
Transportation/Shipping Terminal						P	
Vehicle Sales					P	P	
Veterinarian/Animal Hospital—Small animal					P	P	
Warehousing						P	
Wholesale Trade					P	P	
Stockpiling of Sand and Gravel, Etc.							
Retail Sales				P	P		
Retail Trade Serving Industrial Uses						P	
Developed Open Space	P	P	P	P	P	P	P
Educational Institutions, Public or Private	CUP	CUP	CUP				CUP
Educational/Administrative Facilities Associated with Permitted Use	A	A	A	A	A	A	A
Parking Garage				P	P	P	
Parking Lots				P	P	P	
Public Facilities, High Impact	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Public Facilities, Low Impact	P	P	P	P	P	P	P
Recreational Vehicle Park/Campground, Major				P			CUP
Recreational Vehicle Park/Campground, Minor				P			CUP
Schools, Business, Technical or Trade (L)				P	P	P	
Utilities, High Impact	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Utilities, Low Impact	P	P	P	P	P	P	P
Swimming Pools	P	P	P	P	P		P
Churches and Religious Facilities	CUP	CUP	CUP	CUP	CUP	CUP	P
Daycare Center/Preschool	CUP	CUP	CUP	P	P	A	
Food and Beverage Services				P	P	P	P
Personal and Professional Services				P	P	P	
Places of Public and Private Assembly				P	P	P	P
Service Station, Including Automotive Repair				P	P	P	
Cemetery	CUP	CUP	CUP	A	A		P

P¹ = Permitted with Standards

OPTIONAL

11.88.300 Emergency Shelter, Indoor and Emergency Housing, Indoor

For any indoor emergency shelter or indoor emergency housing, the sponsor or managing agency of the property must certify in writing that it has, between the date the permit application was approved and the date the certificate of occupancy was issued:

- (1) Provided the name, if any, of the facility and the name and headquarters address of the managing entity;
- (2) Provided a description of any other programs operating in the building and copies of the applicable licenses and certifications held by the program;
- (3) Notified residents within 500 feet of the indoor emergency shelter or indoor emergency housing;
- (4) Conducted more than one community meeting;
- (5) Designated at least one point of contact authorized to make decisions and take corrective action in the case of an emergency, and provided at least one telephone number to be used in emergencies; and
- (6) Provided documentation of the sponsor's or managing agency's operational policies or procedures for:
 - (A) Promoting and addressing health and safety inside the building and in areas immediately adjacent to the building;
 - (B) Admissions, including a description of the populations the project will serve and potential sources of referral;
 - (C) Program exit or transfer;
 - (D) Handling complaints and grievances from occupants;
 - (E) Health, fire, safety, and occupancy; and
 - (F) Staffing to provide services and resources to the population being served comparable to standard or customary practices for the particular type of housing being provided. The staffing policy or procedure may include, but is not limited to, the number of staff or volunteers present during daytime and nighttime operations, staff or volunteer training, and other processes to provide services and resources to the populations being served.

RESOLUTION NO. 2026-

Re: Adoption of a zoning text amendment (ZTA 26-164) to the Chelan County Code Titles 11 and 14 to add 4 new definitions for Emergency shelters, indoor, Emergency housing, indoors, Transitional housing and Permanent supportive housing and amend the district use charts for the Peshastin and Manson Urban Growth Area development regulations.

WHEREAS, during the 2026 regular session, the Washington State Legislature passed Engrossed Substitute House Bill (EHSB) 2266 which was intended to “increase housing supply and advance fair housing by requiring these housing types to be permitted in urban areas on the same terms as other types of lodging and residential development.” These housing types refer to Emergency Shelter, indoors, Emergency Housing, indoor, Transitional Housing and Permanent Supportive Housing as defined in EHSB 2266.

WHEREAS, a text amendment to Chelan County Code Section 14.09 Definitions defining these new housing types and amending the district use charts for the Peshastin and Manson Urban Growth Areas is required to comply with said provisions of state law; and

WHEREAS, the Chelan County Planning Commission held a duly advertised public hearing on August 26, 2026, to consider the proposed amendment and public comment, and make a recommendation to the Board of Chelan County Commissioners; and

WHEREAS, the Chelan County Planning Commission recommended approval as written to the Board of County Commissioners; and

WHEREAS, the Board of Chelan County Commissioners conducted a duly advertised public hearing on September 15, 2026 to examine the record and file of the Chelan County Planning Commission and invite public testimony for or against the proposal; and

WHEREAS, the Board of Chelan County Commissioners found that:

FINDINGS OF FACT:

- 1 Chelan County initiated revisions to Chelan County Code Titles 11 and 14 in response to state mandated changes.
- 2 The Planning Commission recommended approval at their duly advertised public hearing on August 26, 2026.
- 3 Chelan County adopted a Comprehensive Plan pursuant to the requirements of RCW36.70A.040 (4) (d), the Growth Management Act, on February 1, 2000.
- 4 RCW 36.70A.210 requires that the Comprehensive Plan be consistent with the provisions of the adopted Countywide Planning Policies.
- 5 The requirements of RCW 43.21C, the State Environmental Policy Act, and Chapter 197-11 WAC have been satisfied. To comply with the requirements of the State Environmental Policy Act for environmental review of a non-project

action, Chelan County, as lead agency, issued a Determination of Non-Significance for the amendment on June 29, 2026.

- 6 The required State agency review with the Department of Commerce (COM) and other State agencies was initiated on July 9, 2026, under submittal ID No. 2026-S-13019 pursuant to RCW 36.70A.106.
- 7 Chelan County Code, Title 14, provides review criteria for the consideration of adopting amendments to Comprehensive Plans, Maps and Development Regulations. Chelan County followed the procedures required for amendment of the Development Regulations.
- 8 Any Finding of Fact that is more correctly a Conclusion of Law is incorporated herein as such by this reference.

CONCLUSIONS OF LAW:

- 1 The amendment to the Chelan County Development Regulations, as recommended by the Planning Commission on November 19, 2025, is consistent with the requirements of the Growth Management Act (RCW 36.70A), Chelan County Comprehensive Plan and Countywide Planning Policies.
- 2 The amendment does not adversely affect designated resource lands of long-term commercial significance or designated critical areas in ways that cannot be mitigated.
- 3 The amendment does not adversely affect the supply of land for various purposes available to accommodate projected growth over the twenty-year planning period covered by the Comprehensive Plan.
- 4 Reviewing agencies and the general public were given an opportunity to comment on the proposed amendments.
- 5 The amendments are consistent with Chelan County Code Title 14 Development Permit Procedures and Administration.
- 6 The requirements of RCW 43.21C, the State Environmental Policy Act and Chapter 197-11 WAC have been satisfied.
- 7 the adoption of these revisions to Titles 7, 11, and 14 are in the best interest of the public and furthers the health, safety, and welfare of the citizens, together with the economic health of Chelan County.
- 8 Any Conclusion of Law that is more correctly a Finding of Fact is incorporated herein as such by this reference.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chelan County Commissioners hereby adopts Chelan County Development Regulation text amendment, ZTA 26-163.”

BE IT FURTHER RESOLVED that this Resolution shall take effect and be in force on September 15, 2026

BE IT FURTHER RESOLVED that this decision is hereby signed into authentication on the following date,

Dated this 15th day of September, 2026

BOARD OF CHELAN COUNTY COMMISSIONERS

Shon Smith, CHAIRMAN

Kevin Overbay, COMMISSIONER

Brad Hawkins, COMMISSIONER

ATTEST:

ANABEL TORRES
CLERK OF THE BOARD



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

TO: Chelan County Board of County Commissioners
FROM: Chelan County Community Development
HEARING DATE: September 15, 2026
FILE NUMBER: ZTA 2026-191 Accessory Dwelling Units in Urban Growth Areas

RECOMMENDED MOTION

The Chelan County Planning Commission made a motion to recommend approval of the proposed Development Regulation Text Amendments, pursuant to Chelan County Code Section 14.10.050.

Staff finds that the proposed Development Regulation Text Amendment to revise Chelan County Code Sections 11.22 and 11.23 to amend the District Use Charts for the Peshastin and Manson Urban Growth Areas to allow two Accessory Dwelling Units per single family lot, complies with Chelan County Countywide Planning Policies and the Growth Management Act based upon the findings of fact and conclusions of law contained within the staff report.

GENERAL INFORMATION

Applicant	Chelan County
Planning Commission Notice of Hearing Published	August 15, 2026
Planning Commission Hearing	August 26, 2026
Board of County Commissioners Hearing	September 15, 2026
60-day State agency review	Initiated July 20, 2026
SEPA Determination	July 20, 2026

SEPA Environmental Review

A Determination of Non-Significance was issued under WAC 107-11-340 for ZTA 2026-191 on July 20, 2026 (Attachment 1). The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after a review of a completed environmental checklist and other information on file with the lead agency.

Agency Comments:

None received to date. (If received prior to hearing, will be Attachment 2)

Public Comment:

None received to date. (If received prior to hearing, will be Attachment 2)

60-Day Notice

Sent to Department of Commerce July 20, 2026 (Letter of acknowledgement included as Attachment 3).

PROJECT DESCRIPTION – ZTA 2026-163

The proposed zone text amendment would revise the District Use Charts for the Peshastin and Manson Urban Growth Areas to allow two accessory dwelling units in each lot zoned for single family residential development.

The changes would also provide development standards for the construction of these accessory dwelling units.

COMPREHENSIVE PLAN

Chelan County conducts an annual review of development regulation text amendments for compliance with the adopted Comprehensive Plan. The Comprehensive Plan represents the long-term vision for future land uses and development. For the county-initiated text amendments, the merits of the requested change must be demonstrated as being consistent with adopted goals and policies. In this case, the proposed amendments are required by House Bill 1337, a preemptive state law.

The following Comprehensive Plan goals and policies are relevant to the proposed request for ZTA 2026-191:

Goal LU 1: Residential designations shall provide for an adequate supply of land to accommodate the housing needs and strategies outlined by the comprehensive plan. Implementation regulations shall provide for a variety of residential opportunities to serve a full range of income levels.

Policy LU 1.5: Encourage infill of vacant and underdeveloped land in existing residential areas within urban growth areas and rural communities, such as LAMIRDs.

Policy LU 5.3: Implementation regulations should be designed to ensure that urban densities outlined in the comprehensive plan can be accommodated in urban growth areas.

Policy LU 1.3: Develop innovative regulatory strategies that create developer incentives to provide affordable housing to low- and moderate-income households.

Policy LU 5.7: Require developments within Urban Growth Areas to connect (sic) to public water and sewer systems, if available at the site. If public water or sewer service is not available, encourage use of community water and sewer systems over individual water wells and septic systems.

Policy LU 5.11: Promote infill of vacant, partially used, and underutilized land as an important aspect of the efficient development of urban growth.

Goal H 1: Encourage the availability of affordable housing to all economic segments of the population of the county.

Policy H 1.1: Encourage communities within the County to provide a fair share of affordable housing to low- and moderate-income households by promoting a balanced mix of diverse housing types.

Goal H 2: Promote a variety of residential densities and housing types.

Policy H 2.2: Encourage development of housing types that meet the needs of the elderly, physically challenged, mentally impaired, and special needs segments of the population (e.g., congregate care facilities).

Policy H 2.3: Where appropriate, provide for higher density residential housing developments within existing residential communities and urban growth areas, where adequate infrastructure and services can be provided.

Goal H 4: Support regulatory changes and economic programs that promote affordable housing options.

REVIEW CRITERIA

The proposal was analyzed based on existing code provisions and past practices or when readily available, within existing County resources. Additionally, agency and public comment play a role in understanding potential impacts to surrounding land uses, impacts to rural character, and how the amendment may serve the general public's interest.

Pursuant to Chelan County Code (CCC) Section 14.13.040, the following review criteria were used to evaluate the proposed amendments:

1. *The amendment is necessary to resolve a public land issue or problem [\(CCC 14.13.040\(1\)\)](#) (code amendment)*

Finding of Fact:

Chelan County, along with the rest of Washington State is experiencing a shortage of affordable housing for its low- and moderate-income residents. Engrossed House Bill 1337, the legislation requiring local agencies provide for two accessory dwelling units per residential lot, was designed to address this issue in part. The passage of EHB 1337 would allow for more diverse housing types in typically single-family residential areas, that could be provided as a lower cost alternative.

Conclusion: The amendment is necessary to resolve a public land use issue or problem.

2. *The amendment is consistent with goals of the Growth Management Act, Chapter 36.70A RCW. [\(CCC 14.13.040\(2\)\)](#). (code amendment) The amendment complies with or supports...county-wide planning policies. [\(CCC 14.13.040\(3\)\)](#) (code amendment)*

Finding of Fact: RCW 36.70A.020 describes 13 planning goals to guide the adoption of comprehensive plans and development regulations for counties and cities planning under the Growth Management Act. These goals include, but are not limited to:

(4) Housing. Plan for and accommodate housing affordable to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

Allowing two accessory dwelling units per single family lot in urban growth areas would provide the opportunity for the provision of a variety of housing types which could be more affordable to low- and moderate-income residents.

Conclusion: The proposal is consistent with the goals of the Growth Management Act and any applicable county-wide planning policies.

3. *The amendment complies with or supports comprehensive plan goals and policies...* [\(CCC 14.13.040\(3\)\)](#) (code amendment)

Finding of Fact: The proposed amendments to the development regulations would support numerous goals and policies within the Land Use and Housing Elements of the Comprehensive Plan by providing options for a variety of housing types that would target low- and middle-income residents.

Conclusion: The proposed amendments support the Chelan County comprehensive plan goals and policies.

4. *The amendment does not adversely affect lands designated as resource lands of long-term commercial significance or designated critical areas in ways that cannot be mitigated;* [CCC 14.13.040\(4\)](#) (code amendment)

Finding of Fact: The amendment would allow for the development of alternative housing types in the Urban Growth Areas of Peshastin and Manson. Resource land of long term commercial significance are typically found outside of urban growth areas and any proposed development would be required to comply with the provisions of the County's Critical Areas regulations.

Conclusion: This amendment would not adversely affect lands designated as resource lands of long-term commercial significance or designated critical areas in ways that cannot be mitigated.

5. *The development regulation amendment is based on sound land use planning practices and would further the general public health, safety and welfare.* [\(CCC 14.13.040 \(5\)\)](#) (code amendment)

Finding of Fact: The amendment is required by the passage of EHB 1337 which becomes preemptive at the adoption of the comprehensive plan periodic update due December 31, 2026.

Conclusion: The proposed amendment serves the interests of the general public, including public health, safety, and welfare.

FINDINGS OF FACT

1. Chelan County adopted Title 14, Development Permit Procedures and Administration outlining provisions relating to the amendment of the Development Regulations consistent with RCW 36.70A. The County followed the procedures required for amendment of the development regulations.
2. The requirements of RCW 43.21C, the State Environmental Policy Act, and WAC 197-11, SEPA Rules, have been satisfied. To comply with the requirements of the State Environmental Policy Act for environmental review of a non-project action, the County, as lead agency issued a Determination of Non-significance on June 29, 2026.
3. The required State agency review with the Department of Commerce (COM) and other State agencies, pursuant to RCW 36.70A.106 was initiated on July 9, 2026.

4. A request for amendments to Chelan County Code was initiated by the county to comply with the provisions of EHB 1337.

CONCLUSIONS OF LAW

1. The amendment to the Chelan County development regulations are consistent with the requirements of the Growth Management Act (RCW 36.70A), Chelan County Comprehensive Plan and County-Wide Planning Policies.
2. The amendment is necessary to address a public land use issue or problem.
3. The amendments do not adversely affect designated resource lands of long-term commercial significance or designated critical areas in ways that cannot be mitigated.
4. Reviewing agencies and the general public were given an opportunity to comment on the proposed amendments.
5. The amendments are consistent with Chelan County Code Title 14 Development Permit Procedures and Administration.
6. The requirements of RCW 43.21C, the State Environmental Policy Act and WAC 197-11 SEPA Rules have been satisfied.
7. The adoption of this amendment is in the best interest of the public and furthers the health, safety, and welfare of the citizens of Chelan County.

ATTACHMENTS

1. SEPA Determination
2. Agency and Public Comments (none at time of staff report issuance)
3. 60-day Review Acknowledgment Letter from WA Dept. of Commerce
4. Proposed Code Amendment



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

**SEPA NOTICE ISSUANCE OF
DETERMINATION OF SIGNIFICANCE (DNS)**

Pursuant to Title 14, Development Permit Procedures & Administration Section 14.08.030, Determination of Completeness, Chelan County Board of County Commissioners Resolution No. 2004-16, as amended.

Project Description: Proposed code amendments to Chelan County Code Chapters 11.22 and 11.23 in order to allow construction of two accessory dwelling units per lot in single family residential zones.

File Number: ZTA 26-191
Parcel Number: N/A
Parcel Address: N/A
Owner/Applicant: Chelan County
316 Washington St. Ste. 301
Wenatchee, WA 98801

Lead Agency: Chelan County Community Development

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request. Pursuant to WAC 197-11-800(1)(b) the proposed development is not exempt from environmental review.

This DNS is issued under WAC 197-11-340(2), and the comment period will end at 5:00 p.m. on August 8, 2026.

Responsible Official: Deanna Walter – SEPA Responsible Official
Address: Chelan County Community Development
316 Washington St, Suite 301
Wenatchee, WA 98801
Phone: (509) 667-6225

Signature: Deanna Walter **Date:** 7.20.2024

THANK YOU

We have received your amendment submission. Please allow 1-3 business days for review. Please keep the Submittal ID as your receipt and for any future questions. We will also send an email receipt to all contacts listed in the submittal.

Submittal ID: 2026-S-13073

Submittal Date Time: 07/20/2026

Submittal Information

Jurisdiction	Chelan County
Submittal Type	60-day Notice of Intent to Adopt Amendment
Amendment Type	Comprehensive Plan Amendment

Amendment Information

Brief Description

Proposed code amendments to Chelan County Code Chapters 11.22 and 11.23 in order to allow construction of two accessory dwelling units per lot in single family residential zones.

- Yes, this is a part of the 10-year periodic update schedule, required under RCW 36.70A.130.
- Yes, this is action includes changes to Urban Growth Boundaries.

Planning Commissions Date 07/22/2026

Planning Commissions Date 08/26/2026

Anticipated/Proposed Date of Adoption 12/31/2026

Categories

Submittal Category

Comprehensive Plan

Attachments

Attachment Type	File Name	Upload Date
Comprehensive Plan Amendment - Draft	ZTA 26-191 SEPA EC.docx	07/20/2026 01:13 PM
Comprehensive Plan Amendment - Draft	ZTA 26-191 - Signed SEPA DNS.pdf	07/20/2026 01:13 PM
Comprehensive Plan Amendment - Draft	ZTA 26-191 ADUs in UGAs Draft1.pdf	07/20/2026 01:13 PM

Contact Information

Prefix Ms.
First Name Deanna
Last Name Walter
Title Director
Work (509) 667-6225
Cell
Email deannac.walter@co.chelan.wa.us

☐ Yes, I would like to be contacted for Technical Assistance.

Certification

☒ I certify that I am authorized to submit this Amendment for the Jurisdiction identified in this Submittal and all information provided is true and accurate to the best of my knowledge.

Full Name Ashley Fernandez
Email ashley.fernandez@co.chelan.wa.us

Chapter 11.22
PESHASTIN URBAN GROWTH AREA

11.22.030. Permitted, accessory and conditional uses (portion).

Land Uses	R-1	R-2	R-3	C-D	C-H	I	I-C	P-U
RESIDENTIAL USES								
Accessory Dwelling, Detached	PRM ⁴	PRM ⁴	PRM ⁴	CUP ⁴			CUP	CUP
Accessory Dwelling, Attached	PRM ⁴	PRM ⁴	PRM ⁴					

¹ In existing single-family residences only, as of July 1, 2008.

² Indoor facility only.

³ Per Section [11.88.170\(4\)](#) in any district that permits single-family residences, the renting of rooms to not more than two boarders, roomers, or lodgers is permitted as an accessory use.

⁴ 2 ADUs per lot. Refer to CCC 11.88.200 (2) – (8), WAC 365-196-880 (2)(h) and WAC 365-196-875(2) for all other development standards.

Chapter 11.23
MANSON URBAN GROWTH AREA

11.23.030 District Use Chart (portion)

Table 9.1 – District Use Chart							
Use/Activity	UR1	UR2	UR3	CT	CD	MLI	UP
Accessory Dwelling Unit	A ²	A ²	A ²				

A² 2 ADUs per lot. Refer to CCC 11.88.200 (2) – (8), WAC 365-196-880 (2)(h) and WAC 365-196-875(2) for development standards.

RESOLUTION NO. 2026-

Re: Adoption of a zoning text amendment (ZTA 26-191) to the Chelan County Code Title 11 amend the district use charts for the Peshastin and Manson Urban Growth Area development regulations.

WHEREAS, The Washington State legislature passed HB 1337 in 2023, requiring jurisdictions planning under RCW 36.70A, Growth Management Act, to allow two accessory dwelling units per lot within urban growth areas with their periodic update cycle.

WHEREAS, absent local regulations, this statute becomes preemptive upon adoption of the comprehensive plan periodic update.

WHEREAS, Chelan County's comprehensive plan periodic update is due December 31, 2026; and

WHEREAS, a text amendment to the district use charts for the Peshastin and Manson Urban Growth Areas is required to comply with said provisions of state law and avoid preemption; and

WHEREAS, the Chelan County Planning Commission held a duly advertised public hearing on August 26, 2026, to consider the proposed amendment and public comment, and make a recommendation to the Board of Chelan County Commissioners; and

WHEREAS, the Chelan County Planning Commission recommended approval as written to the Board of County Commissioners; and

WHEREAS, the Board of Chelan County Commissioners conducted a duly advertised public hearing on September 15, 2026 to examine the record and file of the Chelan County Planning Commission and invite public testimony for or against the proposal; and

WHEREAS, the Board of Chelan County Commissioners found that:

FINDINGS OF FACT:

- 1 Chelan County initiated revisions to Chelan County Code Title 11 in response to state mandated changes.
- 2 The Planning Commission recommended approval at their duly advertised public hearing on August 26, 2026.
- 3 Chelan County adopted a Comprehensive Plan pursuant to the requirements of RCW36.70A.040 (4) (d), the Growth Management Act, on February 1, 2000.
- 4 RCW 36.70A.210 requires that the Comprehensive Plan be consistent with the provisions of the adopted Countywide Planning Policies.
- 5 The requirements of RCW 43.21C, the State Environmental Policy Act, and Chapter 197-11 WAC have been satisfied. To comply with the requirements of

the State Environmental Policy Act for environmental review of a non-project action, Chelan County, as lead agency, issued a Determination of Non-Significance for the amendment on July 20, 2026.

- 6 The required State agency review with the Department of Commerce (COM) and other State agencies was initiated on July 20, 2026, under submittal ID No. 2026-S-13019 pursuant to RCW 36.70A.106.
- 7 Chelan County Code, Title 14, provides review criteria for the consideration of adopting amendments to Comprehensive Plans, Maps and Development Regulations. Chelan County followed the procedures required for amendment of the Development Regulations.
- 8 Any Finding of Fact that is more correctly a Conclusion of Law is incorporated herein as such by this reference.

CONCLUSIONS OF LAW:

- 1 The amendment to the Chelan County Development Regulations, as recommended by the Planning Commission on November 19, 2025, is consistent with the requirements of the Growth Management Act (RCW 36.70A), Chelan County Comprehensive Plan and Countywide Planning Policies.
- 2 The amendment does not adversely affect designated resource lands of long-term commercial significance or designated critical areas in ways that cannot be mitigated.
- 3 The amendment does not adversely affect the supply of land for various purposes available to accommodate projected growth over the twenty-year planning period covered by the Comprehensive Plan. .
- 4 Reviewing agencies and the general public were given an opportunity to comment on the proposed amendments.
- 5 The amendments are consistent with Chelan County Code Title 14 Development Permit Procedures and Administration.
- 6 The requirements of RCW 43.21C, the State Environmental Policy Act and Chapter 197-11 WAC have been satisfied.
- 7 the adoption of these revisions to Titles 7, 11, and 14 are in the best interest of the public and furthers the health, safety, and welfare of the citizens, together with the economic health of Chelan County.
- 8 Any Conclusion of Law that is more correctly a Finding of Fact is incorporated herein as such by this reference.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chelan County Commissioners hereby adopts Chelan County Development Regulation text amendment, ZTA 26-163.”

BE IT FURTHER RESOLVED that this Resolution shall take effect and be in force on September 15, 2026

BE IT FURTHER RESOLVED that this decision is hereby signed into authentication on the following date,

Dated this 15th day of September, 2026

BOARD OF CHELAN COUNTY COMMISSIONERS

Shon Smith, CHAIRMAN

Kevin Overbay, COMMISSIONER

Brad Hawkins, COMMISSIONER

ATTEST:

ANABEL TORRES
CLERK OF THE BOARD

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:

Sep. 5, 2026

NOTICE ID: FFMb9hFGWeBG9f4GXXjb

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NOTICE NAME: BOCC NOH 9/15/26

Publication Fee: 135.73

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: 09/09/2026

Sharon E. Pope

Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Chelan County Board of County Commissioners will be conducting public hearing(s) on September 15, 2026 at 10:15 A.M. at 400 Douglas Street, Wenatchee, WA 98801 conference room No. 1; to **consider and make decisions on the following request(s)**: three proposed zoning text amendments to add new definitions to Title 14 for co-living housing, emergency shelter, indoor, emergency housing, transitional housing and permanent supportive housing. The district use charts for the Peshastin and Manson UGAs would be amended to allow these housing types and a section would be added to Title 11, setting forth requirements for emergency shelters and housing, indoor.

ZTA 26-163 – Co-living Housing

ZTA 26-164 STEP Housing

ZTA 26-191 – ADUs in UGAs

*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 listed below. **This public hearing will be in a videoconferencing format. Additional instruction to attend this hearing remotely will be posted on the website of Chelan County Board of County Commissioners (<https://www.co.chelan.wa.us/board-of-commissioners>). If you need special accommodations to view the meeting while they take place, please contact us immediately to set up a place for you to do so on the County Campus.** Copies of the proposed amendments may be reviewed at the Chelan County Department of Community Development, 316 Washington Street, Suite 301, WA 98801, during normal business hours or by calling (509) 667-6225.*

Date, September 5, 2026

WWO002692