



CHELAN COUNTY COMMISSIONERS PROPOSED MEETING AGENDA

Meeting Dates & Time:

Monday, September 28, 2026 – 9:00 A.M

Location: Chelan County Administration Building, 400 Douglas St.

Wenatchee, WA 98801

Monday, September 28, 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. Refund Request – PL 26-202
4. Payroll Changes:
 - a) Briar Applebury, Facilities Maintenance – Step Increase
 - b) James Barnhardt, Public Works (Leavenworth) – New Hire
 - c) Oscar Castillo, Public Works (cashmere) – New Hire
 - d) Kara Young, Regional Justice Center – Resignation
 - e) Amber Murillo-Vera, Economic Services – Step Increase
 - f) Sidney McLaughlin, Prosecuting Attorney – Step Increase
 - g) Julio Garibay, Juvenile Detention – New Hire
 - h) Devin Poulson, Prosecuting Attorney – Resignation
 - i) Gabriel P. Martin, Juvenile Detention – New Hire
5. Approve Community Development Block Grant Contract Close Out Report
6. Amendment to Grant Agreement with Washington Recreation and Conservation Office for Sand Creek Culvert Replacement Project
7. Grant Agreement with Federal Railroad Administration for Malaga Waterfront Park Grade Crossing Improvements

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.

8. Contract for Services with Blue Pine Fuels for Coulter Creek Fuel Break Pile Burning Project
9. Funding Agreement with Grant County PUD Priest Rapids Habitat Committee for Lower Chiwawa River Restoration Project
10. Amendment to Grant Agreement with Washington Recreation and Conservation Office for Mission Creek Fish Barrier Removal Design
11. Contract Change with Aspect Consulting for Mission Creek Fish Barrier Removal Design
12. Contract Change with Aspect Consulting for Sand Creek and East Fork Mission Creek Culvert Replacements
13. Subaward Agreement with Holden Village for Structure Skirting Project

Board Discussion

9:30 A.M. Executive Session: Potential Litigation with PA Robert Sealby

9:45 A.M. Executive Session: Litigation with PA Robert Sealby

10:00 A.M. County Administrator Cathy Mulhall

Public Hearing RE: Debatable Emergency and Supplemental Appropriations – Various Funds.

Action:

1. Resolution RE: Debatable Emergency and Supplemental Appropriation
 - Facilities Maintenance \$444,588
 - Sheriff \$9,978
 - Tort Claims/Insurance Admin \$300,000

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 28, 2026

8:10 A.M. KOZI radio Interview | Commissioner Hawkins

September 29, 2026

8:30 A.M. KPQ Radio Interview | Commissioner Overbay

September 30, 2026

6:00 P.M. Fall Community Meeting | Commissioner Smith

October 1, 2026

9:00 A.M. NC OAC Meeting | Commissioner Overbay

5:00 P.M. WVDRC | Commissioner Smith

6:00 P.M. Fall Community Meeting | Commissioner Hawkins

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



CHELAN COUNTY COMMISSIONERS MEETING MINUTES

Meeting Dates & Time:

Monday, September 21, 2026 – 9:00 A.M

Tuesday, September 22, 2026 – 9:00 A.M.

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

Monday, September 21, 2026

9:00:26 A.M. Call to Order

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

Attendance:

Present for the session were Chairman Smith, Commissioner Overbay, Commissioner Hawkins, County Administrator Cathy Mulhall, Clerk of the Board Anabel Torres, and Deputy Clerk of the Board Ana Arroyo.

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

- Robert Whitehall
- Taylor Chambers
- Jerry Duffey
- Tammy Donaghue

The public comment period was closed.

9:22:01 A.M. Consent Agenda

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

1. Approval of Minutes 20260921-MIN-1
2. Vouchers as Submitted and Listed 20260921-BGD-1
3. Payroll Changes: 20260921-PCN-1
 - a) Anthony Garcia, Facilities Maintenance – Termination
 - b) Rhiana Herman, Community Development – Resignation
 - c) Paige Young, Community Development – New Hire

- d) Roberto Dominguez Hernandez, Public Works – End of Season
- e) Earl Griffith, Public Works – Retirement
- f) Michael Weaver, Public Works – End of Season
- g) Christopher Alexander, Juvenile – Promotion
- h) Pedro Medina, Juvenile – Internal Transfer
- i) Cassady Reeves, Juvenile – Promotion
- j) Luz Sanchez Betancourt, Juvenile – Resignation
- k) Javier Reyna, Sheriff – Incentive Pay

9:22:27 A.M. Board Discussion

9:29:36 A.M. Public Hearing RE: Cascadia Conservation District Rates and Charges Proposal

Chairman Smith opened the public hearing. Members of the public participated via Zoom and in chambers. Cascadia Conservation District Executive Director Ryan Williams presented the Rates and Charges Proposal.

Testimony was provided by:

- Russ Truman
- Pete Teigen
- Phil

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

9:48:50 A.M. Action:

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

1. Approve Resolution **#2026-83** RE: Cascadia Conservation District Rates and Charges Proposal

9:49:54 A.M. Continued Board Discussion

- Memorandum Re: Juvenile Detention Program

20260921-CORR-1

10:00:12 A.M. Recessed

10:05:25 A.M. The Board returned to regular session

10:05:46 A.M. County Budget Director Nicole Thompson

Discussion:

1. Administrative Update
2. Proposal and Terms & Conditions Between Chelan County and NIJO – *Pulled from action item list pending further review.*

10:08:42 A.M. Action:

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

1. 2026 Data Access Subscription Casual Use Agreement with Quiroga Law Office
20260921-AGR -1
2. Hiring Freeze Authorization – Coordinated Entry Lead, Economic Services
20260921-HR-1

Motion:

Commissioner Hawkins moved to defer action on the items listed below until November 2, 2026, after the budget hearings. The motion failed for lack of a second.

10:08:57 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 – Probation Clerk, District Court Probation
20260921-HR-2
2. Hiring Freeze Authorization – Facilities Utility II, Facilities Maintenance
20260921-HR-3
3. Hiring Freeze Authorization – Juvenile Custody Officer, Juvenile
20260921-HR-4
4. Hiring Freeze Authorization – Juvenile Custody Officer, Juvenile
20260921-HR-5
5. Hiring Freeze Authorization – Planner I/Planner II, Community Development
20260921-HR-6

Departmental updates continued.

- Quarterly Radio Interview with David Bernstein – *Jill FitzSimmons*
- Hiring Freeze Authorization process

Meeting Minutes Draft

Action:

Commissioner Hawkins moved to eliminate the Hiring Freeze Authorization process. The motion failed for lack of a second.

Commissioner Hawkins moved to eliminate the Hiring Freeze Authorization process for the non-General Fund departments and divisions. Commissioner Overbay seconded the motion. Motion carried unanimously.

Departmental updates continued.

- Proposal and Terms & Conditions Between Chelan County and NIJO - *Chris Sharp*

10:32:09 A.M. Economic Services Director Ron Cridlebaugh

Discussion:

1. MEMO: 2027 LTAC Framework Allocations Recommendation Request
Individual LTAC recommendations from each Commissioner are due to the Clerk of the Board by Friday, October 2, 2026, to be added to the following week's agenda for discussion and collaboration before a final recommendation is approved.

10:42:28 A.M. Action:

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

1. Tree Removal Bid Award at Wenatchee River County Park 20260921-BID-1
2. Wildfire Assistance Grant RE: Chelan-Douglas Community Action Council
20260921-GRT-1
3. Wildfire Assistance Grant RE: Chelan Valley Hope 20260921-GRT-2

10:43:34 A.M. Executive Session RE: Contract Negotiation

Upon motion by Commissioner Overbay and seconded by Commissioner Hawkins, the Board entered into a 5-minute Executive Session pursuant to RCW 42.30.110(1)(d), for the purpose of discussing contract negotiations.

10:49:09 A.M. The Board returned to regular session. No action was taken.

Continued Board Discussion

1. Proposal and Terms & Conditions Between Chelan County and NIJO

Meeting Minutes Draft

10:50:36 A.M. Action:

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

1. Proposal and Terms & Conditions Between Chelan County and NIJO
20260921-AGR -2

10:51:17 A.M. Recessed

11:00:09 A.M. The Board returned to regular session

11:00:22 A.M. Natural Resources Director Mike Kaputa

11:00:52 A.M. Executive Session RE: Potential Litigation with PA Robert Sealby

Upon motion by Commissioner Overbay and seconded by Commissioner Hawkins, the Board entered into a 10-minute Executive Session pursuant to RCW 42.30.110(1)(i), for the purpose of discussing matters of litigation or legal risk with legal counsel.

11:11:11 A.M. The Board returned to regular session. *No action was taken.*

Departmental updates continued.

11:23:27 A.M. Action:

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

1. Contract Change with GeoSyntec for Mission Ridge EIS Traffic and Fire Supplement
20260921-AGR-3
2. Grant Agreement with WA State Military Department for Lake Chelan Woody Debris Waterway Assessment
20260921-AGR-4

Recessed

The Board recessed and will reconvene in regular session on Tuesday, September 22, 2026, at 9:00 A.M.

Tuesday, September 22, 2026

9:00:44 A.M. The Board reconvened in regular session

9:01:33 A.M. Executive Session Re: Pending Litigation with PA Robert Sealby

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

The Executive Session was extended by 10 minutes. -The public was notified.

9:17:53 A.M. The Board returned to regular session. *No action was taken.*

9:18:13 A.M. Executive Session RE: Contract Negotiations

Upon motion by Commissioner Overbay and seconded by Commissioner Hawkins, the Board entered into a 15-minute Executive Session pursuant to RCW 42.30.110(1)(d), for the purpose of discussing contract negotiations.

The Executive Session was extended by 10 minutes. -The public was notified.

9:43:55 A.M. The Board returned to regular session. *No action was taken.*

9:44:26 A.M. Public Works Director Eric Pierson

Discussion:

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

Action:

Upon motion by Commissioner Overbay, seconded by Commissioner Hawkins, the Board of County Commissioners rejected all bids received for the supply of 1,900 tons of solid sodium gradation road salt due to escalating and volatile fuel prices. Motion carried unanimously. **Add-On* 20260921-BID-2

Action:

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

1. Approve Call for Bids – Supplying Solid Sodium Gradation Road Salt
20260921-BID-3
2. Approve Notice of Hearing – Proposed Six-Year Transportation Improvement Program
20260921-NOH-1
3. Approve Final Order of Vacation of an Unnamed Platted County Road Adjoining Lots 5,6,7, and 10
20260921-VAC-1

Continued Board Discussion

- Letter of Support RE: Big Bend Community College BRIDGE Project

9:58:52 A.M. Action:

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

1. Letter of Support RE: Big Bend Community College BRIDGE Project *Add-On
20260921-CORR-2

9:59:45 A.M. Recessed

10:17:28 A.M. The Board returned to regular session

**10:17:41 A.M. Community Development Director Deanna Walter
Discussion:**

1. Departmental Updates

10:18:38 A.M. Action:

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

1. Refund Request – PL 26-219
20260921-RFND-1

10:23:55 A.M. Recessed

~~11:00 A.M. City of Entiat Mayor Renee Swearingen~~ *Meeting Canceled.

11:31:03 A.M. The Board returned to regular session

11:31:18 A.M. City of Leavenworth Mayor Carl Florea

Continued Board Discussion

12:10:27 P.M. Adjourned

The Board of County Commissioners adjourned until Monday, September 28, 2026, at 9:00 A.M.

CHELAN COUNTY AUDITOR - WEEKLY VOUCHER APPROVAL BY FUND**Issue Date: 10/2/2026**

010	Current Expense	
010	Assessor	31.05
015	Auditor	1,123.28
017	Boundary Review Board	195.00
040	Clerk	454.04
045	Commissioners	1,670.91
050	Coroner	13,424.34
052	Information Technology	6,716.58
055	Facilities Maintenance	4,733.74
065	District Court	440.52
075	Extension	2,426.13
085	Juvenile	2,508.60
105	Non-Departmental	78,718.10
139	Child Support Enforcement	120.31
145	Sheriff	3,446.57
155	Superior Court	4,226.00
165	Treasurer	430.81
	Current Expense	120,665.98
101	Solid Waste	3,126.11
103	Solid Waste Planning	10,100.31
105	Surface & Storm Water	41.64
110	County Roads	22,995.48
115	Auditor's O & M	281.92
117	Boating Safety	4,389.21
120	Expo Center	5,175.48
121	Fair	19,610.39
124	Farm Worker Housing	10,052.01
128	Noxious Weeds	2,321.83
141	Opioid Assessment	520.34
142	Columbia River Drug Task Force	10,008.40
150	Regional Justice Center	5,021.37
155	Veteran's Relief	203.86
160	Mental Health & Retardation	281.97
163	Community Services & Housing	2,060.95

170	Tourist & Convention	11,910.00
180	Natural Resources Department	185,709.62
185	RJC Prisoner	3,309.34
190	Criminal Justice Sales Tax	1,998.00
191	CASA	4,020.00
198	Distressed Counties Tax	15.00
510	Equipment Rental & Revolving	18,708.36
525	Industrial Insurance	13,696.17
526	Health Insurance	733.50
530	Motor Pool	89,339.87
Total of Other Funds:		425,631.13
Grand Total of All Funds:		546,297.11

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: _____

Vendor #	Invoice #	Description	Vendor Full Name	Total Amount	Document Group	Transaction Date	Check Group	Invoice Date
100086	6153195879	CELL PHONE	VERIZON WIRELESS	\$78.52	aliceh	9/21/2026	clk	9/10/2026
102252	43861185	COPIER LEASES	CANON FINANCIAL SERVICES INC	\$375.52	aliceh	9/21/2026	clk	9/11/2026
145478	20260210241	OUTSIDE LEGAL COUNCIL	BALLARD SPAHR LLP	\$28,942.50	anaa	9/22/2026	105	2/28/2026
145478	20260400491-	OUTSIDE LEGAL COUNCIL	BALLARD SPAHR LLP	\$4,146.21	anaa	9/22/2026	105	4/3/2026
145478	20260504121	OUTSIDE LEGAL COUNCIL	BALLARD SPAHR LLP	\$378.00	anaa	9/22/2026	105	5/15/2026
145478	20260710523-	OUTSIDE LEGAL COUNCIL	BALLARD SPAHR LLP	\$110.25	anaa	9/22/2026	105	7/30/2026
124394	0096060	POSTAGE - REMINDER CARDS	PEREGRINE CO	\$85.02	anaa	9/22/2026	105	8/3/2026
124394	0099381	POSTAGE - REMINDER CARDS	PEREGRINE CO	\$303.68	anaa	9/22/2026	105	9/4/2026
145998	91192816	EQUIP CREDIT MONITORING - AUG 2026	EPIQ EDISCOVERY SOLUTIONS INC	\$594.00	anaa	9/22/2026	105	9/8/2026
100083	09/09/20206 0185	SHON - VISA 0185	VISA	\$475.00	anaa	9/22/2026	045	9/9/2026
100251	L177019	FEDERAL & FINANCIAL AUDIT	STATE AUDITORS OFFICE	\$24,144.19	anaa	9/22/2026	105	9/11/2026
100304	SEP. 2026	POSTAGE & SHIPPING COSTS	PITNEY BOWES INC	\$10,093.75	anaa	9/22/2026	105	9/16/2026
144761	2329	DENTION TRAINING	ARC SERVICES	\$1,302.00	anaa	9/22/2026	190	9/21/2026
101020	SEP 2026	TRAVEL/CONFERENCE EXPENSES	MULHALL, CATHY	\$1,195.91	anaa	9/22/2026	045	9/21/2026
100080	SEP.2026	BRB ADMIN SERVICES	DE VERA, LISA	\$195.00	anaa	9/22/2026	017	9/21/2026
121263	0T24302	POLICY # 0T24302	ABILITY INSURANCE COMPANY	\$220.48	anaahr	9/22/2026	105	8/31/2026
102033	10/01/26-12/31/26	LTC/ROBINSON	CNA INSURANCE COMPANY	\$2,922.41	anaahr	9/22/2026	105	9/8/2026
102033	10/01/26-12/31/26 RM	LTC/MARTIN	CNA INSURANCE COMPANY	\$1,473.23	anaahr	9/22/2026	105	9/8/2026
102033	10/01/26-12/31/26 RP	LTC/PETERSON	CNA INSURANCE COMPANY	\$2,582.14	anaahr	9/22/2026	105	9/8/2026
100268	69978	HEALTH AND WELLNESS RESOURCESS - AUG. 2026	PREMERA M AND B GROUP PREMIUMS	\$733.50	anaahr	9/22/2026	526	9/21/2026
104964	092226-CHCNT	INDUSTRIAL INSURNACE CLAIMS	CORVEL	\$13,696.17	anaahr	9/22/2026	525	9/22/2026
102033	10/01/26-12/31/26 RH	LTC/HAYNES	CNA INSURANCE COMPANY	\$2,722.24	anaahr	9/22/2026	105	9/22/2026
145967	MDR260901-234	IT - SENTINELL ONE, DETECTION & RESPONSE	ARETE ADVISORS LLC	\$6,716.58	anaht	9/22/2026	052	9/14/2026
138867	49759680	RECORDING PRINTER	FIRST-CITIZENS BANK & TRUST CO	\$281.92	andrea	9/22/2026	015	9/22/2026
100083	76069	L&R CONFERENCE HOTEL	VISA	\$385.35	andrea	9/22/2026	015	9/22/2026
100083	76070	L&R CONFERENCE HOTEL	VISA	\$385.35	andrea	9/22/2026	015	9/22/2026
100013	DAF3F84F-0013	AD FOR GENEREAL	THE WENATCHEE WORLD	\$352.58	andrea	9/22/2026	015	9/22/2026
140714	480838525002	OFFICE SUPPLIES-SEPT	ODP BUSINESS SOLUTIONS LLC	\$31.05	annak	9/22/2026	010	9/22/2026
124637	26-045-CC-1	INVESTIGATIONS - ST VS. COMER 26-1-00156-04	CASCADE INVEST & LEGAL SVCS	\$341.36	carols	9/22/2026	scj	9/8/2026
140714	480063545001	GENERAL OFFICE SUPPLY - PAPER/MOUSE PAD	ODP BUSINESS SOLUTIONS LLC	\$221.62	carols	9/22/2026	scj	9/16/2026
140714	480069490001	GENERAL OFFICE SUPPLY - WRIST PAD	ODP BUSINESS SOLUTIONS LLC	\$21.79	carols	9/22/2026	scj	9/16/2026
110688	Sugg Mathena 9/17/26	JUROR FOOD REIMBURSEMENT - ST V HARDING 24-1-00312-04	SUGG-MATHENA, FONA L	\$178.07	carols	9/22/2026	scj	9/17/2026
135704	605	ATTY SRVCS - RINESMITH GRDNSHP 26-4-00261-04	LAW OFFICE OF JOE HOLEMAN	\$1,410.00	carols	9/22/2026	scj	9/18/2026
100506	PettyCash9/18/26	PETTY CASH - JURY FOOD/FJICP	CHELAN CO SUPERIOR CT PTY CASH	\$127.91	carols	9/22/2026	scj	9/18/2026
100510	530001-03889	FUEL USAGE FOR JUANARY 2026	CHELAN COUNTY TREASURER	\$34.40	cynthiaq	9/22/2026	sheriff	1/31/2026
100510	530001-03890	FUEL USAGE FOR FEBRUARY 2026	CHELAN COUNTY TREASURER	\$21.19	cynthiaq	9/22/2026	sheriff	2/28/2026
100510	530001-03891	FUEL USAGE FOR FEBRUARY 2026-K30 WRECKED VEHICLE	CHELAN COUNTY TREASURER	\$197.57	cynthiaq	9/22/2026	sheriff	2/28/2026
103345	16051	FIXED FLAT TIRE	CASHMERE POWER SPORTS	\$27.13	cynthiaq	9/22/2026	sheriff	6/3/2026
100510	530001-03902	FUEL USAGE FOR JUNE 2026	CHELAN COUNTY TREASURER	\$12.15	cynthiaq	9/22/2026	sheriff	6/30/2026
133164	i2600447	JULY 2026:FINGERPRINTS/BACKGROUND CHECKS	WASHINGTON STATE PATROL	\$228.00	cynthiaq	9/22/2026	sheriff	7/1/2026
145814	000012:08/12/2026	124.60G FUEL FOR MARINE:08/12/2026	CONCESSIONS ON THE LAKE LLC	\$995.55	cynthiaq	9/22/2026	sheriff	8/12/2026
145814	000026:08/18/2026	78.97G FUEL FOR MARINE:08/18/2026	CONCESSIONS ON THE LAKE LLC	\$654.66	cynthiaq	9/22/2026	sheriff	8/18/2026
101085	18111695	ATV BATTERY IN HELIPORT	PACIFIC POWER BATTERIES	\$86.42	cynthiaq	9/22/2026	sheriff	8/20/2026
145814	000012:2026-08-21	90.41G FUEL FOR MARINE:08/21/26	CONCESSIONS ON THE LAKE LLC	\$749.50	cynthiaq	9/22/2026	sheriff	8/21/2026
136436	1NLP-67LJ-FNPX	NYLON ROPE X3;FIRST AID KIT X2;PEPPER SPRAY X2;SPRAY PAINT X1	AMAZON CAPITAL SERVICES	\$226.44	cynthiaq	9/22/2026	sheriff	8/22/2026
136436	1FCX-X3G6-F3NJ	POCKET WINDOW PUNCH X1	AMAZON CAPITAL SERVICES	\$20.58	cynthiaq	9/22/2026	sheriff	8/24/2026
145814	000026:08/26/2026	96.03G FUEL FOR MARINE:08/26/26	CONCESSIONS ON THE LAKE LLC	\$805.69	cynthiaq	9/22/2026	sheriff	8/26/2026
136436	1FYX-KLPT-F77W	PAPER TOWELS	AMAZON CAPITAL SERVICES	\$34.53	cynthiaq	9/22/2026	sheriff	8/28/2026
136436	16J1-6RCH-F6PW	PICTURE HANGERS;LABEL TAPE;MARKER HOLDER;ERASE MARKERS	AMAZON CAPITAL SERVICES	\$218.25	cynthiaq	9/22/2026	sheriff	8/30/2026
136436	1P1R-3NMW-WTYC	MEN HOKA SHOES	AMAZON CAPITAL SERVICES	\$166.08	cynthiaq	9/22/2026	sheriff	8/31/2026
136436	1RRC-G7MQ-PXPY	NOTEBOOK X1	AMAZON CAPITAL SERVICES	\$21.79	cynthiaq	9/22/2026	sheriff	8/31/2026
136436	1T1W-39PJ-1RQ1	LABEL MAKER CASE;KEYBOARD X1;DRY ERASE MARKERS X1	AMAZON CAPITAL SERVICES	\$53.38	cynthiaq	9/22/2026	sheriff	8/31/2026
136436	1DLR-P4L9-H1QR	DISINFECTING WIPES,MAGNETIC CLIPS,NOTEPADS,PENS,CLIP BOARDS	AMAZON CAPITAL SERVICES	\$159.57	cynthiaq	9/22/2026	sheriff	9/1/2026
136436	174w-4jgp-k1r7	TACTICAL BOOTS X1	AMAZON CAPITAL SERVICES	\$239.75	cynthiaq	9/22/2026	sheriff	9/3/2026
100915	2026-09-05	48.6G FUEL FOR MARINE	LAKE CHELAN MARINA	\$388.82	cynthiaq	9/22/2026	sheriff	9/5/2026
136436	1L6K-D9FR-K41G	GLOVES X1	AMAZON CAPITAL SERVICES	\$54.49	cynthiaq	9/22/2026	sheriff	9/8/2026
100158	30039892	TOW BILL.#24940; CASE#26C08976	RANDYS AUTO PARTS & TOWING	\$195.12	cynthiaq	9/22/2026	sheriff	9/8/2026
136436	1VT3-JL69-LW4X	BUBBLE WRAP	AMAZON CAPITAL SERVICES	\$79.67	cynthiaq	9/22/2026	sheriff	9/10/2026
138760	2588-010165:09/13/26	LOCAL SERVICES FROM 09/13/26-10/12/26	ZIPLY FIBER	\$479.54	cynthiaq	9/22/2026	sheriff	9/13/2026
136436	16KX-Y6PL-QJW9	MENS ZEPHYR BOOTS	AMAZON CAPITAL SERVICES	\$305.15	cynthiaq	9/22/2026	sheriff	9/14/2026
118199	0223	171.1G FUEL FOR MARINE	NORTH CASCADES LODGE AT STEHEK	\$794.99	cynthiaq	9/22/2026	sheriff	9/15/2026
136436	11QP-7P3N-9G1G	GLOVES	AMAZON CAPITAL SERVICES	\$54.49	cynthiaq	9/22/2026	sheriff	9/15/2026
134545	3742942	LAUNDRY SERVICE:CHELAN SUBSTATION	US LINEN & UNIFORM	\$71.50	cynthiaq	9/22/2026	sheriff	9/15/2026
113380	200580	WARRANTLESS FORMS X300	THE PRINT GUYS INC	\$283.60	cynthiaq	9/22/2026	sheriff	9/16/2026
103345	17334	18" TIRE TUBE FOR REAR HONDA	CASHMERE POWER SPORTS	\$29.27	cynthiaq	9/22/2026	sheriff	9/17/2026
100141	93250-1	POLOS FOR BERTEIG	GO USA INC	\$286.12	cynthiaq	9/22/2026	sheriff	9/17/2026
100141	93630-1	COLLAR STAR FOR MOODYS POLOS	GO USA INC	\$8.72	cynthiaq	9/22/2026	sheriff	9/17/2026
143997	reimb:09/17/2026	REIMB FOR EYEWEAR	KENOYER, SCOTT	\$696.00	cynthiaq	9/22/2026	sheriff	9/17/2026
136436	17M3-NYCQ-CLJ7	USB-C CAR CHARGER X2	AMAZON CAPITAL SERVICES	\$93.35	cynthiaq	9/22/2026	sheriff	9/18/2026
136436	1RHP-XCGP-LCT9	LABEL TAPE X3	AMAZON CAPITAL SERVICES	\$40.29	cynthiaq	9/22/2026	sheriff	9/18/2026
144263	89662612	CORONER SUPPLIES	FISHER, SCIENTIFIC	\$2,104.25	earlc	9/21/2026		9/14/2026
120692	2174621	AUTOPSIES	KING COUNTY FINANCE	\$1,900.00	earlc	9/21/2026		9/16/2026

145905	IN-00168384	SMALL TOOLS & EQUIPMENT - POWER STRETCHER AND ACCESSORIES	MFI MEDICAL	\$9,420.09	earlc	9/21/2026		9/16/2026
100147	2445975-2674-2	20YD ROLLOFF TEMP	WASTE MANAGEMENT CORP SVCS	\$2,769.20	edmundog	9/22/2026	124.001	9/1/2026
100149	3193445732	PROPANE/KITCHENS	AMERIGAS	\$1,238.61	edmundog	9/22/2026	124.001	9/4/2026
144850	87435180177566	LOWE'S	LOWE'S BUSINESS ACCT/SYNCR	\$1,410.70	edmundog	9/22/2026	124.001	9/17/2026
118883	227	HOLD CHECKL CLEANING SERV 9/13/26-9/19/26	VIDALS CLEANING & JANITORIAL	\$4,571.00	edmundog	9/22/2026	124.001	9/18/2026
100145	650402	IRRIGATION PARST	S & W IRRIGATION SUPPLY	\$62.50	edmundog	9/22/2026	124.001	9/22/2026
100083	CVB090926	COUNTY VISA BILL	VISA	\$1,575.66	jackier	9/23/2026	075	9/9/2026
138409	IN2444881	KELLEY CREATE COPIES CONTRACT	KELLEY CREATE	\$341.27	jackier	9/23/2026	075	9/15/2026
143452	SF0926	SARAH FITZGERALD 4-H MILEAGE	FITZGERALD, SARAH	\$509.20	jackier	9/23/2026	075	9/16/2026
100510	510001-02188	01 - Fuel - ER&R to SW	CHELAN COUNTY TREASURER	\$179.47	jamiep	9/22/2026	110	1/31/2026
100510	510001-02189	01 - Fuel - ER&R to SW	CHELAN COUNTY TREASURER	\$69.82	jamiep	9/22/2026	110	1/31/2026
100510	510001-02191	01 Fuel - MP to ER&R	CHELAN COUNTY TREASURER	\$484.35	jamiep	9/22/2026	110	1/31/2026
100510	510001-02192	02 - Fuel - ER&R to SW	CHELAN COUNTY TREASURER	\$76.65	jamiep	9/22/2026	110	2/28/2026
100510	510001-02193	02 Fuel - MP to ER&R	CHELAN COUNTY TREASURER	\$512.48	jamiep	9/22/2026	110	2/28/2026
100510	510001-02194	03 Fuel - MP to ER&R	CHELAN COUNTY TREASURER	\$356.22	jamiep	9/22/2026	110	3/31/2026
100510	510001-02195	03 - Fuel - ER&R to SW	CHELAN COUNTY TREASURER	\$155.50	jamiep	9/22/2026	110	3/31/2026
100510	510001-02196	03 - Fuel - ER&R to SW	CHELAN COUNTY TREASURER	\$233.95	jamiep	9/22/2026	110	3/31/2026
100510	510001-02197	04 - Fuel - ER&R to SW	CHELAN COUNTY TREASURER	\$320.63	jamiep	9/22/2026	110	4/30/2026
100510	510001-02198	04 Fuel - MP to ER&R	CHELAN COUNTY TREASURER	\$521.61	jamiep	9/22/2026	110	4/30/2026
100510	510001-02200	05 - Fuel - ER&R to SW	CHELAN COUNTY TREASURER	\$283.47	jamiep	9/22/2026	110	5/31/2026
100510	510001-02202	05 Fuel - MP to ER&R	CHELAN COUNTY TREASURER	\$171.93	jamiep	9/22/2026	110	5/31/2026
100510	510001-02203	06 - Fuel - ER&R to SW	CHELAN COUNTY TREASURER	\$271.40	jamiep	9/22/2026	110	6/30/2026
100510	510001-02204	06 - Fuel - ER&R to SW	CHELAN COUNTY TREASURER	\$164.74	jamiep	9/22/2026	110	6/30/2026
100510	510001-02205	06 Fuel - MP to ER&R	CHELAN COUNTY TREASURER	\$365.56	jamiep	9/22/2026	110	6/30/2026
100073	5347912514	Supplies - 101	CINTAS	\$38.67	jamiep	9/22/2026	110	7/15/2026
100073	4275905450	Supplies - 101	CINTAS	\$137.21	jamiep	9/22/2026	110	7/16/2026
100073	4278005584	Supplies - 110	CINTAS	\$38.05	jamiep	9/22/2026	110	8/5/2026
100073	4278905088	Supplies - 101	CINTAS	\$137.21	jamiep	9/22/2026	110	8/13/2026
100073	4279496411	Supplies - 110	CINTAS	\$38.05	jamiep	9/22/2026	110	8/19/2026
119874	1006166667	Professional Services - 103	CLEAN HARBORS ENVIRO SERVICES	\$9,622.19	jamiep	9/22/2026	110	8/20/2026
100799	10155	Professional Services - 110	ANOVAWORKS PLLC	\$200.00	jamiep	9/22/2026	110	8/21/2026
100073	5356486404	Supplies - 101	CINTAS	\$89.64	jamiep	9/22/2026	110	8/25/2026
145687	082626-9565	Supplies - 110	AVOBUS EQUIPMENT LLC	\$10,869.30	jamiep	9/22/2026	110	8/26/2026
100073	4280257898	Supplies - 110	CINTAS	\$47.56	jamiep	9/22/2026	110	8/26/2026
100265	WNCS0247875	Supplies - 510	N C MACHINERY CO	\$722.59	jamiep	9/22/2026	110	8/28/2026
140073	331331	Professional Services - 530	AUTOSPA OF CENTRAL WA	\$965.90	jamiep	9/22/2026	110	8/31/2026
100265	WNCS0247917	Supplies - 510	N C MACHINERY CO	\$527.28	jamiep	9/22/2026	110	8/31/2026
135766	16338949	Supplies - 510	PAPE KENWORTH NW	\$371.80	jamiep	9/22/2026	110	9/2/2026
143938	985	Professional Services - 110	MANSON APPL REP & FENCE CONTR	\$8,600.00	jamiep	9/22/2026	110	9/2/2026
135766	16338786	Supplies - 510	PAPE KENWORTH NW	\$590.67	jamiep	9/22/2026	110	9/3/2026
135766	16339490	Supplies - 510	PAPE KENWORTH NW	\$1,047.63	jamiep	9/22/2026	110	9/3/2026
117551	90108457	Professional Services - 110	CONFLUENCE HEALTH	\$274.00	jamiep	9/22/2026	110	9/5/2026
100083	08-VISA	August - VISA	VISA	\$2,312.81	jamiep	9/22/2026	110	9/9/2026
125342	280177088-00	Supplies - 510	TACOMA SCREW PRODUCTS INC	\$309.13	jamiep	9/22/2026	110	9/9/2026
100330	SARGENT-9-9-26	Professional Services - 110	COLUMBIA VALLEY COMM HEALTH	\$291.00	jamiep	9/22/2026	110	9/9/2026
100265	WNCS0248084	Supplies - 510	N C MACHINERY CO	\$595.49	jamiep	9/22/2026	110	9/9/2026
130459	0109019	Professional Services - 510	CDASSE	\$271.96	jamiep	9/22/2026	110	9/10/2026
137770	58081	Supplies - 510	PAT ARMSTRONG FORD INC	\$1,646.60	jamiep	9/22/2026	110	9/10/2026
100086	6153146999	Professional Services - 110	VERIZON WIRELESS	\$559.44	jamiep	9/22/2026	110	9/10/2026
100657	INV-036674	Supplies - 510	WENATCHEE PETROLEUM CO	\$507.24	jamiep	9/22/2026	110	9/10/2026
100657	INV-036675	Supplies - 510	WENATCHEE PETROLEUM CO	\$507.24	jamiep	9/22/2026	110	9/10/2026
129989	XA106122358:01	Supplies - 510	RWC GROUP	\$305.79	jamiep	9/22/2026	110	9/10/2026
129989	XA106122359:01	Supplies - 510	RWC GROUP	\$323.75	jamiep	9/22/2026	110	9/10/2026
125342	280175383-00	Supplies - 510	TACOMA SCREW PRODUCTS INC	\$254.37	jamiep	9/22/2026	110	9/11/2026
144698	313150	Supplies - 530	NAPA AUTO PARTS	\$13.35	jamiep	9/22/2026	110	9/11/2026
144698	313161	Supplies - 530	NAPA AUTO PARTS	\$12.26	jamiep	9/22/2026	110	9/11/2026
139455	3TB883X	N479 - 2026 Police Interceptor	BUD CLARY FORD HYUNDAI	\$56,007.19	jamiep	9/22/2026	110	9/11/2026
100073	4281848216	Supplies - 103	CINTAS	\$44.69	jamiep	9/22/2026	110	9/11/2026
100171	538427	Supplies - 101	STANS MERRY MART INC	\$79.74	jamiep	9/22/2026	110	9/11/2026
134645	61819715	Supplies - 530	TIREHUB LLC	\$4,047.78	jamiep	9/22/2026	110	9/11/2026
129989	XA106123529:01	Supplies - 510	RWC GROUP	\$346.26	jamiep	9/22/2026	110	9/11/2026
144698	313477	Supplies - 530	NAPA AUTO PARTS	\$84.00	jamiep	9/22/2026	110	9/14/2026
100907	6005-4097477	Supplies - 110	LAKE CHELAN BUILDING SUPPLY	\$53.70	jamiep	9/22/2026	110	9/14/2026
109350	0798030-IN	Supplies - 103	NATIONAL SAFETY INC	\$144.01	jamiep	9/22/2026	110	9/15/2026
144698	137160	Supplies - 510	NAPA AUTO PARTS	\$81.54	jamiep	9/22/2026	110	9/15/2026
144698	137256	Supplies - 510	NAPA AUTO PARTS	\$691.37	jamiep	9/22/2026	110	9/15/2026
144698	137345	Supplies - 510	NAPA AUTO PARTS	\$372.80	jamiep	9/22/2026	110	9/15/2026
125342	280177731-00	Supplies - 110	TACOMA SCREW PRODUCTS INC	\$402.23	jamiep	9/22/2026	110	9/15/2026
125342	280177732-00	Supplies - 510	TACOMA SCREW PRODUCTS INC	\$506.24	jamiep	9/22/2026	110	9/15/2026
122764	3160-198158	Supplies - 510	O'REILLY AUTO PARTS	\$71.47	jamiep	9/22/2026	110	9/15/2026
100069	50599521W	Supplies - 530	SANGSTER MOTORS	\$165.09	jamiep	9/22/2026	110	9/15/2026
137770	58137	Supplies - 530	PAT ARMSTRONG FORD INC	\$510.61	jamiep	9/22/2026	110	9/15/2026
137770	58145	Supplies - 510	PAT ARMSTRONG FORD INC	\$136.96	jamiep	9/22/2026	110	9/15/2026
125356	67152874	Supplies - 600	RODDA MILLER PAINT	\$70.41	jamiep	9/22/2026	110	9/15/2026

116872	CP-0447072	Supplies - 530	COLEMAN OIL COMPANY	\$21,003.22	jamiep	9/22/2026	110	9/15/2026
134032	05921-022659	Professional Services - 510	SAFELITE FULFILLMENT INC	\$176.81	jamiep	9/22/2026	110	9/16/2026
144698	137454	Supplies - 510	NAPA AUTO PARTS	\$25.95	jamiep	9/22/2026	110	9/16/2026
103069	17175821	Supplies - 510	PAPE MACHINERY	\$59.39	jamiep	9/22/2026	110	9/16/2026
125342	280177846-00	Supplies - 600	TACOMA SCREW PRODUCTS INC	\$15.24	jamiep	9/22/2026	110	9/16/2026
134545	3743805	Supplies - 530	US LINEN & UNIFORM	\$34.28	jamiep	9/22/2026	110	9/16/2026
100073	4282529213	Supplies - 110	CINTAS	\$44.59	jamiep	9/22/2026	110	9/16/2026
134645	61949126	Supplies - 530	TIREHUB LLC	\$1,794.43	jamiep	9/22/2026	110	9/16/2026
134645	61949132	Supplies - 530	TIREHUB LLC	\$1,298.56	jamiep	9/22/2026	110	9/16/2026
125356	67152906	Supplies - 600	RODDA MILLER PAINT	\$52.87	jamiep	9/22/2026	110	9/16/2026
116561	CD202622416	Supplies - 510	ENVIROTECH SERVICES INC	\$8,376.08	jamiep	9/22/2026	110	9/16/2026
144698	137936	Supplies - 530	NAPA AUTO PARTS	\$23.51	jamiep	9/22/2026	110	9/18/2026
100073	4282361870	Professional Services - 510	CINTAS	\$358.30	jamiep	9/22/2026	110	9/18/2026
142648	A6731D0E-0104	Professional Services - 510 & 530	COLUMN SOFTWARE PBC	\$307.69	jamiep	9/22/2026	110	9/19/2026
118242	29532609211142	Supplies - 530	BATTERY SYSTEMS INC	\$180.70	jamiep	9/22/2026	110	9/21/2026
100069	50600061W	Supplies - 530	SANGSTER MOTORS	\$85.07	jamiep	9/22/2026	110	9/21/2026
137770	FOCS106642	Professional Services - 530	PAT ARMSTRONG FORD INC	\$547.93	jamiep	9/22/2026	110	9/21/2026
145997	LOZANO-9-21-26	Professional Services - 110	LOZANO-RAMOS, DEYANIRA	\$59.57	jamiep	9/22/2026	110	9/21/2026
122257	000022699-000052	CCRJC-COMMISSARY 9/9/2026	ARAMARK	\$1,170.43	jeff	9/22/2026	150	9/9/2026
100083	09/09/2026	CCRJC-VISA #2142	VISA	\$949.81	jeff	9/22/2026	150	9/9/2026
138155	036268673	CCRJC-UNIFORM POLO B. WOODWORTH	GALLS LLC	\$144.11	jeff	9/22/2026	150	9/14/2026
116631	09/15/2026	CCRJC-H. DONITHAN EDUCATION	DONITHAN, HEATHER	\$79.52	jeff	9/22/2026	150	9/15/2026
100376	9/8/2026-10/7/2026	CCRJC-505 OKANOGAN SEPT 2026 SERVICE	LOCALTEL COMMUNICATIONS	\$110.33	jeff	9/22/2026	150	9/15/2026
122257	000022699-000053	CCRJC-COMMISSARY 9/16/2026	ARAMARK	\$1,476.28	jeff	9/22/2026	150	9/16/2026
138155	036296442	CCRJC-UNIFORM SHIRT M. SMITH	GALLS LLC	\$85.10	jeff	9/22/2026	150	9/16/2026
138155	036296466	CCRJC-UNIFORM BELT B. WOODWORTH	GALLS LLC	\$32.60	jeff	9/22/2026	150	9/16/2026
138155	036296469	CCRJC-UNIFORM PANT J. RICHARDS	GALLS LLC	\$90.95	jeff	9/22/2026	150	9/16/2026
127913	1012488	CCRJC EMPLOYEE RECOGNITION	DOMINOS PIZZA	\$80.30	jeff	9/22/2026	150	9/16/2026
100108	321475450	CCRJC-KITCHEN SUPPLY/FOOD/INCENTIVE	SYSCO FOOD SERVICES	\$1,310.59	jeff	9/22/2026	150	9/16/2026
144598	455946A	CCRJC-MEDICAL SUPPLY	HARDWARE RESOURCES INC DBA, PHARMACY AUTOMATION SUPPL	\$126.88	jeff	9/22/2026	150	9/16/2026
100301	5-1-179648	CCRJC-KITCHEN SUPPLY	URM CASH & CARRY	\$219.65	jeff	9/22/2026	150	9/16/2026
138409	IN2446616	CCRJC-XEROX METER OVERAGE	KELLEY CREATE	\$220.62	jeff	9/22/2026	150	9/16/2026
100542	147313	CCRJC-JAIL SUPPLY	WEINSTEIN BEVERAGE CO	\$1,127.04	jeff	9/22/2026	150	9/17/2026
102228	157688	CCRJC-UNIFORM M. ANDERSON SHOE	BIG 5 CORP	\$70.84	jeff	9/22/2026	150	9/18/2026
131487	N20304200586	CCRJC-BREAD DELIVERY	FRANZ FAMILY BAKERIES	\$620.00	jeff	9/22/2026	150	9/18/2026
127913	1013334	CCRJC-INCENTIVE PROGRAM	DOMINOS PIZZA	\$281.01	jeff	9/22/2026	150	9/19/2026
136436	1D61-T1DH-K4PF	CCRJC-JAIL SUPPLY	AMAZON CAPITAL SERVICES	\$116.02	jeff	9/22/2026	150	9/21/2026
136436	176L-R6KQ-4DCP	CCRJC-JAIL SUPPLY	AMAZON CAPITAL SERVICES	\$18.63	jeff	9/22/2026		9/22/2026
146010	000876375	JUROR PAY	LANNONYE, CHRISTINA MICHELLE	\$64.61	jury	9/22/2026		9/21/2026
146025	000878901	JUROR PAY	VALENTINE, SANDRA KIM	\$129.82	jury	9/22/2026		9/21/2026
146001	000889538	JUROR PAY	CARLSTROM, JODEE MARIE	\$23.97	jury	9/22/2026		9/21/2026
140326	000898408	JUROR PAY	HOPKINS, JENNIFER LEE	\$17.58	jury	9/22/2026		9/21/2026
146015	000900995	JUROR PAY	ONOFRE, DANINA ROSA	\$83.30	jury	9/22/2026		9/21/2026
146006	000901177	JUROR PAY	HALL, AMY E	\$17.43	jury	9/22/2026		9/21/2026
146024	000902349	JUROR PAY	TALLEY, LISHA M	\$53.21	jury	9/22/2026		9/21/2026
146022	000904671	JUROR PAY	SNITILY, JUDY LYNN	\$17.58	jury	9/22/2026		9/21/2026
146012	000905404	JUROR PAY	NORTON, JULIE KATHERINE	\$23.82	jury	9/22/2026		9/21/2026
146020	000905713	JUROR PAY	SHORE, MICHELE LEANNE	\$102.46	jury	9/22/2026		9/21/2026
146008	000906120	JUROR PAY	JONES, MAREN MICHELLE	\$19.26	jury	9/22/2026		9/21/2026
141353	000906491	JUROR PAY	REYNOLDS, RHONDA LEIGH	\$132.10	jury	9/22/2026		9/21/2026
146026	000907588	JUROR PAY	WAI, ARIEL SALEH	\$22.75	jury	9/22/2026		9/21/2026
146017	000908520	JUROR PAY	REISTER, MICAH LEIGH	\$98.81	jury	9/22/2026		9/21/2026
145999	000910355	JUROR PAY	BIVINS, SHANNON RENE	\$16.37	jury	9/22/2026		9/21/2026
146019	000916970	JUROR PAY	ROOKARD, SHERI NICOLE	\$46.82	jury	9/22/2026		9/21/2026
146023	000918365	JUROR PAY	SUTTON, DYLIN QUINN	\$17.89	jury	9/22/2026		9/21/2026
146000	000918970	JUROR PAY	CAMPBELL, JACOB SAMUEL	\$16.82	jury	9/22/2026		9/21/2026
146018	000920175	JUROR PAY	RODRIGUEZ, ANTHONY CRUZ	\$18.19	jury	9/22/2026		9/21/2026
146021	000921179	JUROR PAY	SMITH, LILLIE ANNE	\$24.42	jury	9/22/2026		9/21/2026
146002	000922333	JUROR PAY	DE LOZIER, ROBERT LYNN	\$53.66	jury	9/22/2026		9/21/2026
146007	000924571	JUROR PAY	HERRERA, JADEN MICHAEL	\$33.85	jury	9/22/2026		9/21/2026
146013	000926975	JUROR PAY	OCHOA, MARIANA XIMENA	\$18.34	jury	9/22/2026		9/21/2026
133284	000930034	JUROR PAY	WILGUS, BRIAN DONALD	\$20.17	jury	9/22/2026		9/21/2026
146014	000931031	JUROR PAY	OEHLER, TRICIA JOY	\$20.78	jury	9/22/2026		9/21/2026
146011	000933035	JUROR PAY	LOPEZ, JOSE IGNACIO	\$142.58	jury	9/22/2026		9/21/2026
146005	000933045	JUROR PAY	FULKERSON, KELLEN L	\$16.06	jury	9/22/2026		9/21/2026
146003	000933597	JUROR PAY	EGGERS, MITCHELL LEE	\$76.56	jury	9/22/2026		9/21/2026
146016	000940136	JUROR PAY	PERRY, CASEY RYAN	\$17.89	jury	9/22/2026		9/21/2026
146009	000940635	JUROR PAY	KING, KELLY FLETCHER	\$150.34	jury	9/22/2026		9/21/2026
146004	000940991	JUROR PAY	EMERSON, NEISHA LYNNE	\$31.11	jury	9/22/2026		9/21/2026
143078	000940994	JUROR PAY	DUNCAN, SHAWNEE LEE	\$17.74	jury	9/22/2026		9/21/2026
146027	000941075	JUROR PAY	ZABROCKI, DAVID JAMES	\$52.30	jury	9/22/2026		9/21/2026
140599	000942695	JUROR PAY	NEUDORFER, ROBERT A	\$254.30	jury	9/22/2026		9/21/2026
144897	000943302	JUROR PAY	ROE, JANE VIDA	\$72.36	jury	9/22/2026		9/21/2026
100366	090126-091526	SERVICE OF PROCESS	ABC LEGAL SERVICES LLC	\$120.31	laurab	9/22/2026		9/16/2026

140811	091526	AUGUST MILEAGE	BUNDE, JAKE	\$173.28	loriew	9/22/2026	180	9/22/2026
100081	091626	COMPANY CREEK ROAD PROJECT PERMITTING	KAPUTA, MIKE	\$1,242.67	loriew	9/22/2026	180	9/22/2026
128503	1	PROF. SERVICES 9/10/25-9/1/26	WENATCHEE CHIWAUA IRRIG DIST	\$23,124.50	loriew	9/22/2026	180	9/22/2026
102549	11	PROF SERVICES AUG 2026	CHELAN CO FIRE DIST NO 3	\$26,810.72	loriew	9/22/2026	180	9/22/2026
100083	1359 NatRes Visa1002	#1359 NAT RESOURCES VISA 100226	VISA	\$558.53	loriew	9/22/2026	180	9/22/2026
138032	1891	PROF SERVICES AUG 2026	DBA CRAMER FISH SCIENCES, SP CRAMER & ASSOCIATES	\$2,608.50	loriew	9/22/2026	180	9/22/2026
138032	1950	PROF SERVICES AUG 2026	DBA CRAMER FISH SCIENCES, SP CRAMER & ASSOCIATES	\$395.50	loriew	9/22/2026	180	9/22/2026
138032	1951	PROF SERVICES AUG 2026	DBA CRAMER FISH SCIENCES, SP CRAMER & ASSOCIATES	\$70.50	loriew	9/22/2026	180	9/22/2026
130895	2026-906	PROF. SERVICES AUG 2026	NATURAL SYSTEMS DESIGN	\$48,314.65	loriew	9/22/2026	180	9/22/2026
130895	2026-933	PROF. SERVICES AUG 2026	NATURAL SYSTEMS DESIGN	\$5,490.71	loriew	9/22/2026	180	9/22/2026
130895	2026-934	PROF. SERVICES AUG 2026	NATURAL SYSTEMS DESIGN	\$5,735.36	loriew	9/22/2026	180	9/22/2026
130895	2026-950	PROF. SERVICES AUG 2026	NATURAL SYSTEMS DESIGN	\$13,859.85	loriew	9/22/2026	180	9/22/2026
140570	23389	PROF SERVICES JUL-AUG 2026	HINCHINBROOK INC	\$2,144.80	loriew	9/22/2026	180	9/22/2026
140570	23390	PROF SERVICES JUL-AUG 2026	HINCHINBROOK INC	\$4,287.84	loriew	9/22/2026	180	9/22/2026
138908	32571	PROF. SERVICES JUL 2026 THOUSAND TRAILS	ASM AFFILIATES	\$7,265.00	loriew	9/22/2026	180	9/22/2026
138908	32804	PROF. SERVICES AUG 2026 THOUSAND TRAILS	ASM AFFILIATES	\$225.00	loriew	9/22/2026	180	9/22/2026
110689	3512516	~4980 CUST#00017 GLOVES/SAND/TOWELS	HOME DEPOT CREDIT SERVICES	\$40.00	loriew	9/22/2026	180	9/22/2026
121852	35529	PROF. SERVICES AUG 2026	NORTHWEST HYDRAULIC CONSULTANT	\$4,276.96	loriew	9/22/2026	180	9/22/2026
116455	43504	PROF. SERVICES AUG 2026	ANCHOR QEA INC	\$12,785.00	loriew	9/22/2026	180	9/22/2026
116455	43510	PROF. SERVICES AUG 2026	ANCHOR QEA INC	\$7,871.25	loriew	9/22/2026	180	9/22/2026
100086	6152594655	ACCT#565378084-00001 CELL PHONES 8/4-9/3	VERIZON WIRELESS	\$1,014.29	loriew	9/22/2026	180	9/22/2026
119966	626062	PROF SERVICES AUG 2026	DAVID EVANS & ASSOCIATES INC	\$7,221.80	loriew	9/22/2026	180	9/22/2026
141078	82812	PROF. SERVICES AUG 2026	PARAMETRIX	\$8,142.91	loriew	9/22/2026	180	9/22/2026
144352	UWFRB-17	PROF. SERVICES JUL 2026	BLUE FOREST FINANCE INC	\$2,050.00	loriew	9/22/2026	180	9/22/2026
139617	2026 - OLYMPIA	TRAVEL & SUBSISTENCE	GUERRERO-RAMIREZ, JANET	\$440.52	melissag	9/22/2026	065	9/22/2026
100083	1406	VISA - HOTEL FOR TP WFOA CONFERENCE	VISA	\$430.81	micellef	9/21/2026	1406	9/21/2026
100086	6152884333	CELL PHONE BILLING - AUG	VERIZON WIRELESS	\$497.01	mistiern	9/22/2026	055	9/7/2026
101973	213396394	EYE WASH STATIONS	ULINE	\$531.53	mistiern	9/22/2026	055	9/16/2026
111125	4911674-1	PLUMBING SUPPLIES - JAIL KITCHEN	FERGUSON ENTERPRISES INC	\$84.15	mistiern	9/22/2026	055	9/16/2026
111125	4921115	PLUMBING SUPPLIES - JAIL KITCHEN	FERGUSON ENTERPRISES INC	\$425.43	mistiern	9/22/2026	055	9/16/2026
129620	8638	COMPOST RECYCLING - SEPTEMBER	STEMILT WORLD FAMOUS COMPOST	\$200.00	mistiern	9/22/2026	055	9/16/2026
100142	84099	DOOR NAME PLATE - JON DAVIES	HAGLUNDS TROPHIES	\$16.84	mistiern	9/22/2026	055	9/17/2026
100240	9788861	WATER TREATMENT CONTRACT - COURTHOUSE	CHEMSEARCH	\$915.95	mistiern	9/22/2026	055	9/17/2026
111125	4946399	PLUMBING SUPPLIES - JAIL KITCHEN	FERGUSON ENTERPRISES INC	\$1,200.66	mistiern	9/22/2026	055	9/18/2026
110691	7R46856	ELECTRICAL SUPPLIES - JAIL KITCHEN	PLATT ELECTRIC SUPPLY	\$361.01	mistiern	9/22/2026	055	9/18/2026
136436	1NMF-H9DW-DHPY	ANTI FOG - FULL GOGGLES	AMAZON CAPITAL SERVICES	\$150.92	mistiern	9/22/2026	055	9/21/2026
110691	7R54279	ELECTRICAL SUPPLIES - STOCK	PLATT ELECTRIC SUPPLY	\$83.83	mistiern	9/22/2026	055	9/21/2026
100296	Cascade Gas 09.21.26	NATURAL GAS - CAMPUS	CASCADE NATURAL GAS CORP	\$266.41	mistiern	9/22/2026	055	9/21/2026
103946	12022782	LANGUAGE LINE SERVICES, INC	LANGUAGE LINE SERVICES	\$105.84	niskam	9/22/2026	085	8/31/2026
101486	191001-00294	CHELA N-DOUGLAS CASA GAL - AUGUST 2026	CHELAN DOUGLAS CASA/GAL PROG	\$4,020.00	niskam	9/22/2026	085	9/3/2026
100086	6153082216	VERIZON WIRELESS - JUVENILE AUGUST 2026	VERIZON WIRELESS	\$282.05	niskam	9/22/2026	085	9/9/2026
136604	01056117	SPOKANE PRODUCE	SPOKANE PRODUCE	\$414.25	niskam	9/22/2026	085	9/15/2026
114708	5057941	US FOODS	US FOODS INC	\$210.91	niskam	9/22/2026	085	9/15/2026
114708	5057942	US FOODS	US FOODS INC	\$32.50	niskam	9/22/2026	085	9/15/2026
114708	5073538	US FOODS	US FOODS INC	\$1,376.82	niskam	9/22/2026	085	9/16/2026
114708	5094138	US FOODS	US FOODS INC	\$86.23	niskam	9/22/2026	085	9/16/2026
138908	32571	PROJECT 0049750.00~	ASM AFFILIATES	\$35.00	paulam	9/22/2026	170	8/11/2026
138908	32804-REVISED	PLAIN PARK - PROPERTY SURVEY	ASM AFFILIATES	\$6,682.50	paulam	9/22/2026	170	8/11/2026
122303	CHG - 2026	OPERATIONS	UPPER VALLEY MEND	\$2,060.95	paulam	9/22/2026	163	9/9/2026
101499	VISA - 08/26	VISA - 2066 - ECON SERVICES	CASHMERE VALLEY BANK	\$727.84	paulam	9/22/2026	198	9/10/2026
101161	34461011	VSO TEMP HELP THRU 09/13	EXPRESS SERVICES INC	\$203.86	paulam	9/22/2026	155	9/16/2026
144658	LTAC-2026	EVENT GRANT - CAR SHOW	LAKE CHELAN CAR CLUB	\$1,000.00	paulam	9/22/2026	170	9/22/2026
122812	LTAC-EVENT-2026	MARKETING GRANT	ICICLE ARTS	\$4,000.00	paulam	9/22/2026	170	9/22/2026
103172	2026-48	3RD QUARTER 2026 RENT	CITY OF EAST WENATCHEE	\$9,900.00	rebeccag	9/22/2026	crdtf	9/8/2026
100158	30039898	SEPTEMBER 2026 STORAGE	RANDYS AUTO PARTS & TOWING	\$108.40	rebeccag	9/22/2026	crdtf	9/8/2026
100083	068442	DIESEL	VISA	\$85.76	tashaj	9/22/2026	1987	8/5/2026
131310	26-215	SUNSET TIRE	SUNSET TIRE AND SUPPLY	\$9.49	tashaj	9/22/2026		8/20/2026
116872	83126	COLEMAN	COLEMAN OIL COMPANY	\$208.79	tashaj	9/22/2026		8/31/2026
100376	83126	LOCALTEL	LOCALTEL COMMUNICATIONS	\$133.90	tashaj	9/22/2026		8/31/2026
100376	986880	LOCALTEL	LOCALTEL COMMUNICATIONS	\$308.67	tashaj	9/22/2026		8/31/2026
100001	9057003	MOON SECURITY	MOON SECURITY SERVICES INC	\$1,282.60	tashaj	9/22/2026		9/1/2026
100127	93026	CITY OF CASHMERE	CITY OF CASHMERE	\$361.84	tashaj	9/22/2026		9/1/2026
100083	962881	FUEL	VISA	\$30.84	tashaj	9/22/2026	1987	9/1/2026
100083	090226	STRIPE	VISA	\$129.12	tashaj	9/22/2026	1987	9/2/2026
100083	563491	FUEL	VISA	\$40.96	tashaj	9/22/2026	1987	9/2/2026
100083	090326	COSTCO	VISA	\$103.53	tashaj	9/22/2026	1987	9/3/2026
101117	26532	PLUMBCO INC.	PLUMBCO INC	\$7,914.67	tashaj	9/22/2026		9/3/2026
100083	082076	FUEL	VISA	\$33.38	tashaj	9/22/2026	1987	9/4/2026
131310	26-226	SUNSET TIRE	SUNSET TIRE AND SUPPLY	\$22.41	tashaj	9/22/2026		9/4/2026
100083	565602	FUEL	VISA	\$20.48	tashaj	9/22/2026	1987	9/4/2026
100142	83749	HAGLUNDS	HAGLUNDS TROPHIES	\$18.73	tashaj	9/22/2026		9/8/2026
100142	83953	HAGLUNDS	HAGLUNDS TROPHIES	\$30.25	tashaj	9/22/2026		9/8/2026

100142	83974	HAGLUNDS	HAGLUNDS TROPHIES	\$10.08 tashaj	9/22/2026		9/8/2026
100142	84009	HAGLUNDS	HAGLUNDS TROPHIES	\$401.23 tashaj	9/22/2026		9/8/2026
122357	381	MARRIOTT	SPRINGHILL SUITES BY MARIOTT	\$1,288.66 tashaj	9/22/2026		9/9/2026
100083	4757	CLIFFORDS	VISA	\$15.15 tashaj	9/22/2026	1987	9/9/2026
100083	570225	FUEL	VISA	\$80.53 tashaj	9/22/2026	1987	9/9/2026
100147	91026	WASTE MANAGEMENT	WASTE MANAGEMENT CORP SVCS	\$623.40 tashaj	9/22/2026		9/10/2026
100139	91226	CLINT WALL	CHELAN CO FAIR REVOLVING FUND	\$170.01 tashaj	9/22/2026		9/10/2026
132903	91126	DYNAMIC TENTS	DYNAMIC TENTS	\$759.50 tashaj	9/22/2026		9/11/2026
145385	cc-1260815911	CONNOISSEUR	CONNOISSEUR MEDIA HOLDCO, INC	\$675.00 tashaj	9/22/2026		9/13/2026
145385	MC-1260920833	CONNOISSEUR	CONNOISSEUR MEDIA HOLDCO, INC	\$1,734.00 tashaj	9/22/2026		9/13/2026
116338	92226	WENATCHEE CENTRAL LIONS	WENATCHEE CENTRAL LIONS CLUB	\$5,500.00 tashaj	9/22/2026		9/15/2026
100006	91626	PUD	CHELAN COUNTY PUD	\$2,689.36 tashaj	9/22/2026		9/16/2026
100001	9195776	MOON SECURITY	MOON SECURITY SERVICES INC	\$103.53 tashaj	9/22/2026		9/21/2026
100537	530001-03894	NOX WEED - MOTOR POOL 000032 - TRUCK 0107 FUEL	CHELAN CO MOTOR POOL/TREAS	\$92.03 taynar	9/22/2026	128	4/30/2026
100537	530001-03897	NOX WEED - MOTOR POOL 000032 - TRUCK 0107 FUEL	CHELAN CO MOTOR POOL/TREAS	\$92.03 taynar	9/22/2026	128	5/31/2026
100537	530001-03900	NOX WEED - MOTOR POOL 000032 - TRUCK 0107 FUEL	CHELAN CO MOTOR POOL/TREAS	\$216.22 taynar	9/22/2026	128	6/30/2026
100083	128001-09-26	NOX WEED- VISA ACCT 3660	VISA	\$1,127.80 taynar	9/22/2026	3660	9/9/2026
100086	6153266693	NOX WEED - VERIZON 342066962-00001	VERIZON WIRELESS	\$163.60 taynar	9/22/2026	128	9/12/2026
142635	128001-09222026	NOX WEED - EXP VOUCHER - CONTRACT SVCS	KETLER, BEN	\$145.00 taynar	9/22/2026	128	9/22/2026
135303	128001-09222026-2	NOX WEED - EXP VOUCHER - CONTRACT SVCS	MEDLAR, JENNA	\$145.00 taynar	9/22/2026	128	9/22/2026
137199	128001-09222026-3	NOX WEED - EXP VOUCHER - CONTRACT SVCS	PFLEEGER, ADAM	\$195.15 taynar	9/22/2026	128	9/22/2026
135626	128001-09222026-4	NOX WEED - EXP VOUCHER - CONTRACT SVCS	WHITMORE, MEGAN	\$145.00 taynar	9/22/2026	128	9/22/2026



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

AGENDA MEMO

To: Board of Chelan County Commissioners

From: Jessica Thompson

Via: Deanna Walter, Director

Subject: Review refund request for a Short Plat application PL 26-202, submitted by Jeff Sutton (agent) and John & Jan Little (owners), in the amount of \$1,262.50.

Agenda Time: 10 minutes

The following refund in the amount of \$1,262.50 is hereby
Approved by Chelan County Commissioners

Shon Smith, Chairman

Date: _____

Exhibits Attached:

1. Copy of receipt #26-01397, dated July 27, 2026.
2. Copy of email from Jeff Sutton (agent) & John & Jan Little (owners), dated September 22, 2026, requesting withdrawal of PL 26-202 and a refund of any applicable fees.

Expenditure		Amount		Appropriation
Required:	\$1,262.50	Budgeted:	\$0	Required: \$0

Funding Source:	
010.020.32210.05.000	Short Plat - Preliminary
010.025.34583.04.000	Fire Review Comments

Previous BOCC Action: N/A

Narrative:

On July 27, 2026 Jeff Sutton (agent), applied for a Short Plat (SP) on behalf of John and Jan Little to divide their 7.99-acre parcel into two lots.

1. John and Jan Little are the owners of property located at 568 Rio Vista Ln, Chelan, Washington, further identified as parcel# 28.23.13.310.250
2. On July 27, 2026, an application was submitted for a Short Plat PL 26-202.
3. On August 11, 2026 Chelan County Community Development issued a Determination of Incomplete and requested the owners to provide building permit documentation for the commercial structure located on the parcel and an updated site plan to reflect CCC 11.12.020 (9)(c) *"The size of the proposed lot is the minimum area reasonably necessary to support the existing single-family residence and associated accessory uses. If wells and/or septic systems are adjacent to the existing single-family residence, lot size should include these facilities. If wells and/or septic are not adjacent, then easements shall be provided."*
4. On September 18, 2026 Chelan County Community Development requested a status update and/or to provide an extension for SP 26-202.
5. The agent Jeff Sutton replied to the Sept. 18, 2026 email and submitted a request to withdraw the application for Mr. & Mrs. Little.
6. Staff has three (3) hours of review and correspondence time into this application. Three hours at \$78/hour of staff time would equate to \$234.00 that would be unavailable for refund.
7. On September 22, 2026, Jeff Sutton (agent) emailed staff requesting the withdrawal of PL 26-202 and the refund of any available application fees on the owner's behalf.
8. Pursuant to Resolution 2019-128, Revised Fee Schedule, the following building permit fees were paid upon permit submittal:

PL 26-049

Short Plat (Preliminary)	= \$ 1,408.00
Fire Review Comments	= \$ 88.50
Total Fees Paid	= \$ 1,496.50
Available Refund Amount	= \$ 1,496.50
<u>3 Hours of Staff Review Time @78/hr.</u>	= \$ 234.00
Total Available Refund Amount	= \$ 1,262.50

Recommended Action:

The administrator recommends approval of the partial refund of the Short Plat fees associated with PL 26-202.

Suggested Motion: Approve the requested partial refund of Short Plat fees in the amount of \$1,262.50 to John and Jan Little.



Chelan County
Department of Community Development

Receipt Number: 26-01397

316 WASHINGTON ST. SUITE 301
Wenatchee, WA 98801
(509) 667-6225

Payer/Payee: LITTLE JOHN T & JAN M TRUSTEES
568 RIO VISTA LN
CHELAN WA 98816

Cashier: RHIANA HERMAN

Date: 07/27/2026

PL 26-202 SHORT PLAT 24415 US HWY 97 CHELAN, WA 98816

<u>Fee Description</u>	<u>BARS Number</u>	<u>Fee Amount</u>	<u>Amount Paid</u>	<u>Fee Balance</u>
Short Plat - Preliminary	010.020.32210.05.000	\$1,408.00	\$1,408.00	\$0.00
Fire Review Comments	010.025.34583.04.000	\$88.50	\$88.50	\$0.00
		\$1,496.50	\$1,496.50	\$0.00
TOTAL PAID:		\$1,496.50		

<u>Payment Method</u>	<u>Reference Number</u>	<u>Payment Amount</u>
CHECK	2596	\$1,496.50
Total:		\$1,496.50

Notes :

Project Information

<u>Permit #</u>	<u>Permit Type</u>	<u>Project Description</u>	<u>Parcel #</u>
PL 26-202	SP	2-Lot SP - Lot size reduction for existing dwelling	282313310250

Project Contacts

<u>Permit #</u>	<u>Name</u>	<u>Association</u>	<u>Address</u>
PL 26-202	ERLANDSEN (E WENATCHEE)	AGENT	250 SIMON ST SE, EAST WENATCHEE, WA 98802
	LITTLE JOHN T & JAN M TRUSTEES	APPLICANT	568 RIO VISTA LN, CHELAN, WA 98816
	LITTLE JOHN T & JAN M TRUSTEES	OWNER	568 RIO VISTA LN, CHELAN, WA 98816

Jessica K. Thompson

From: Jeffrey Sutton <jeffs@erlandsen.com>
Sent: Tuesday, September 22, 2026 8:33 AM
To: Jessica K. Thompson
Cc: info@riovistawines.com; David Dormier
Subject: Short Plat 26-202 Little - DOI - Chelan County Community Development

WARNING! This email is from an EXTERNAL SOURCE.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

The applicant has decided not to move forward with this project and requests a partial refund of any remaining permit/review fees.

Jeff Sutton, PE
PROJECT ENGINEER



800.732.7442
509.884.2562
(Office)
509.670.4359
(Cell)

[250 Simon St. SE](#)
[E. Wenatchee,](#)
[WA 98802](#)

erlandsen.com

From: Jessica K. Thompson <JessicaK.Thompson@CO.CHELAN.WA.US>
Sent: Tuesday, September 22, 2026 08:20
To: Jeffrey Sutton <jeffs@erlandsen.com>
Subject: RE: Short Plat 26-202 Little - DOI - Chelan County Community Development

You can include them on this email and request on their behalf. That way I can provide it as documentation to the Commissioners.

Jessica Thompson

Community Development Department



316 Washington Street, Suite 301,
Wenatchee, WA 98801
Phone: (509) 667-6564
JessicaK.thompson@co.chelan.wa.us

From: Jeffrey Sutton <jeffs@erlandsen.com>
Sent: Tuesday, September 22, 2026 6:59 AM
To: Jessica K. Thompson <JessicaK.Thompson@CO.CHELAN.WA.US>
Subject: Re: Short Plat 26-202 Little - DOI - Chelan County Community Development

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Do not click links or open attachments unless you recognize the sender and know the content is safe.

I would assume so. What is the process?

Jeff Sutton, PE
PROJECT ENGINEER



800.732.7442
509.884.2562
(Office)
509.670.4359
(Cell)

[250 Simon St. SE](#)
[E. Wenatchee,](#)
[WA 98802](#)

erlandsen.com

From: Jessica K. Thompson <JessicaK.Thompson@CO.CHELAN.WA.US>
Sent: Friday, September 18, 2026 16:03
To: Jeffrey Sutton <jeffs@erlandsen.com>
Subject: RE: Short Plat 26-202 Little - DOI - Chelan County Community Development

Hi Jeff,
Copy that. Do they want to submit for a partial refund at this time?

Jessica Thompson
Community Development Department



316 Washington Street, Suite 301,
Wenatchee, WA 98801
Phone: (509) 667-6564
JessicaK.thompson@co.chelan.wa.us

From: Jeffrey Sutton <jeffs@erlandsen.com>
Sent: Friday, September 18, 2026 2:28 PM
To: Jessica K. Thompson <JessicaK.Thompson@CO.CHELAN.WA.US>
Subject: Re: Short Plat 26-202 Little - DOI - Chelan County Community Development

WARNING! This email is from an EXTERNAL SOURCE.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

I was just notified that the applicant is not moving forward at this time.

Jeff Sutton, PE
PROJECT ENGINEER



800.732.7442
509.884.2562
(Office)
509.670.4359
(Cell)

[250 Simon St. SE](#)
[E. Wenatchee,](#)
[WA 98802](#)

erlandsen.com

From: Jessica K. Thompson <JessicaK.Thompson@CO.CHELAN.WA.US>
Sent: Friday, September 18, 2026 08:39
To: Jeffrey Sutton <jeffs@erlandsen.com>
Subject: RE: Short Plat 26-202 Little - DOI - Chelan County Community Development

Good morning Jeff,
Checking on the status of this one. No rush and let me know if you will be needing an extension.

Happy Friday! ☺

Jessica Thompson

Community Development Department



316 Washington Street, Suite 301,
Wenatchee, WA 98801
Phone: (509) 667-6564
JessicaK.thompson@co.chelan.wa.us

From: Jeffrey Sutton <jeffs@erlandsen.com>
Sent: Wednesday, August 12, 2026 9:22 AM
To: Jessica K. Thompson <JessicaK.Thompson@CO.CHELAN.WA.US>
Subject: Re: Short Plat 26-202 Little - DOI - Chelan County Community Development

WARNING! This email is from an EXTERNAL SOURCE.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jessica,

After reviewing your comments (#2) the applicant would propose SP as generally shown on the attached, but would request County concurrence with this prior to formally revising the map.

The client is working on (#1 and 3).



800.732.7442
509.884.2562
(Office)
509.670.4359
(Cell)

[250 Simon St. SE](#)
[E. Wenatchee,](#)
[WA 98802](#)

erlandsen.com

From: Jessica K. Thompson <JessicaK.Thompson@CO.CHELAN.WA.US>
Sent: Tuesday, August 11, 2026 13:25
To: Jeffrey Sutton <jeffs@erlandsen.com>; info@riovistawines.com <info@riovistawines.com>
Subject: Short Plat 26-202 Little - DOI - Chelan County Community Development

Greetings,

After reviewing the application materials for SP 26-202 there are additional items needed. Please see the attached letter.

1. Chelan County does not have any building permits for the commercial structure on site. Please provide any building permits and/or records for the commercial structure.
2. Pursuant to CCC 11.12.020 (9)(C) lot 1 has more than the minimum area necessary to support an existing single-family residence and associated accessory uses. As proposed through this subdivision you are creating 2 non-conforming lots when there is adequate acreage for proposed lot 2 to meet the minimum lot size requirement of the zoning district.
3. (not in the letter) Can you please provide information about the private irrigation. Is it associated to a coalition or company?

Let me know if you have any questions.

Thank you,
Jessica Thompson
Community Development Department



316 Washington Street, Suite 301,
Wenatchee, WA 98801
Phone: (509) 667-6564
JessicaK.thompson@co.chelan.wa.us



Employee Payroll Change Notice

EFFECTIVE DATE: 10/01/2026

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005498 (leave blank if new employee)

Name Briar Applebury

Department Facilities Maintenance

Position Title Facilities Technician I

Pay Grade PW05 Pay Step 5

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

Account Number 010.055.51830.11.234 (required)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: 10/01/2028

Step 7: 10/01/2030

Step 8: 10/01/2032

Scheduled Step Increase

SIGNATURES

Department Authorization Brian Travis

Date 09/21/2026

Human Resources Review [Signature]

Date 09/24/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/5/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name James Barnhardt

Department Public Works - Leavenworth District

Position Title Truck Driver/Laborer - Equipment Operator I

Pay Grade RC03H Pay Step 4

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

Account Number 110.001.54231.10.000 (required)

REASON FOR CHANGE

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

*Click button below to attach
copy of offer letter



COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: 10/1/2027

Step 6: 10/1/2028

Step 7: 10/1/2029

Step 8: 10/1/2030

Step 9: 10/1/2031

SIGNATURES

Department Authorization 

Date 9/22/26

Human Resources Review 

Date 09/24/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/12/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Oscar Castillo

Department Public Works - Cashmere District

Position Title Truck Driver/Laborer - Equipment Operator I

Pay Grade RC03H Pay Step 4

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

Account Number 110.001.54231.10.000 (required)

REASON FOR CHANGE

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

*Click button below to attach
copy of offer letter



COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: 10/1/2027

Step 6: 10/1/2028

Step 7: 10/1/2029

Step 8: 10/1/2030

Step 9: 10/1/2031

SIGNATURES

Department Authorization 

Date 9/22/26

Human Resources Review 

Date 09/24/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 01/31/2024
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005779 (leave blank if new employee)

Name Kara Young

Department Regional Justice Center

Position Title Nurse

Pay Grade _____ Pay Step _____

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

Account Number _____ (required for new hires)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

Kara Young resigned from her part time nurse position.

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization Chris Slap

Date 9-23-26

Human Resources Review KOV

Date 09/24/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/01/2026

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 005498 (leave blank if new employee)

Name Briar Applebury

Department Facilities Maintenance

Position Title Facilities Technician I

Pay Grade PW05 Pay Step 5

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

Account Number 010.055.51830.11.234 (required)

REASON FOR CHANGE

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

*Attach copy of offer letter

COMMENTS / ADDITIONAL INFORMATION

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: _____

Step 4: _____

Step 5: _____

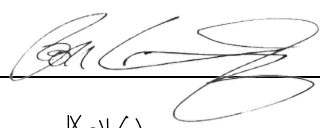
Step 6: 10/01/2028

Step 7: 10/01/2030

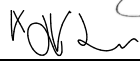
Step 8: 10/01/2032

Scheduled Step Increase

SIGNATURES

Department Authorization 

Date 09/21/2026

Human Resources Review 

Date 09/24/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10-1-26

(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006517 (leave blank if new employee)

Name Sidney McLaughlin

Department Prosecuting Attorney

Position Title Deputy Prosecuting Attorney

Pay Grade NB26 Pay Step 3

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

Account Number 010.140.51531.11.434 (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

Sidney McLaughlin advances to PW26, Step 3 - Effective October 1, 2026.

STEP SCHEDULE (New Emp)

Step 2: _____

Step 3: 10-1-2026

Step 4: _____

Step 5: _____

Step 6: _____

Step 7: _____

Step 8: _____

SIGNATURES

Department Authorization _____

Date 9-18-26

Human Resources Review _____

Date 09/23/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/5/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Julio Garibay

Department Juvenile Detention

Position Title Relief Worker

Pay Grade n/a Pay Step n/a

Status part-time Union n/a
(full time, part time, temp)

Account Number 010.085.52760.11.999 (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

\$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 9/22/2026

Human Resources Review _____

Date 09/23/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10-2-26
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # 006113 (leave blank if new employee)

Name Devin Poulson

Department Prosecuting Attorney

Position Title Senior Deputy Prosecuting Attorney

Pay Grade NB29 Pay Step 8

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

Account Number 010.140.51535.11.424 (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

Devin Poulson's last day with the prosecutor's office will be Friday, October 2, 2026.

STEP SCHEDULE (New Emp)

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

SIGNATURES

Department Authorization _____

Date 9-18-26

Human Resources Review _____

Date 09/23/2026

Commissioner Approval _____

Date _____



Employee Payroll Change Notice

EFFECTIVE DATE: 10/1/2026
(Hire date for new employees)

EMPLOYEE INFORMATION

Employee # _____ (leave blank if new employee)

Name Gabriel P. Martin

Department Juvenile Detention

Position Title Relief Worker

Pay Grade n/a Pay Step n/a

Status part-time Union n/a
(full time, part time, temp)

Account Number 010.085.52760.11.999 (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

\$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 9/22/2026

Human Resources Review _____

Date 09/23/2026

Commissioner Approval _____

Date _____



**Community Development Block Grant
CONTRACT CLOSE OUT REPORT – PUBLIC SERVICES**

1. Contract Number: 25-64210-003
2. Grantee Jurisdiction: Chelan County
3. Chief Administrative Official and Title: Shon Smith, Chair
4. CDBG Contract End Date or Project Completion Date: 6/30/26
5. Final Public Hearing Date: June 29th, 2026
6. Brief project summary and results achieved: Public Services through Chelan Douglas Community Action Council to low- and moderate-income persons in Chelan, Douglas counties. Funding supported the Chelan Douglas Community Action Council - Food Distribution operations which provided access to no-cost food to 22,061 unique individuals throughout Chelan and Douglas Counties. CDCAC supports rural food pantries with food, financial assistance, technical training and support.
7. Service area of the project/activity(s): Chelan and Douglas counties.

The chief administrative official of the grantee jurisdiction certifies that:

1. The financial information and data provided in this report is accurate as of the signature date indicated below.
2. The project was completed in accordance with the grant contract and scope of work.
3. A final public hearing was conducted to assess project performance.
4. Records supporting the information provided in this report will be maintained for a minimum of six (6) years from final closeout and made available upon request.
5. The CDBG Program can use or reproduce all media material provided by the grantee.

In the event audits disclose disallowable costs, the Washington State Department of Commerce shall retain the right to recover an appropriate amount of costs after fully considering the recommendations on disallowed costs resulting from the final audit.

Signature:

Chief Administrative Official

Date

FINANCIAL SUMMARY

Budget Summary				
HUD IDIS Activity Number, Budget Code and Description (See the project A-19 invoice voucher information)		Expenditures		
IDIS Activity #	Budget Code and Description	Budget Amount	Funds Expended	Balance*
9067	05-Z Public Services	\$58,000	\$58,000	\$0
Total CDBG		\$58,000	\$58,000	*\$0
Other Funding				
Total Project		\$	\$	

*Any dollar amount reflected in the Total CDBG Balance column will be de-obligated and returned to the CDBG Program.

PROGRAM INCOME

1. Will this project generate program income? 2. If "Yes" to question 1, have you submitted a Program Income Reuse Plan to your CDBG project manager? For detail on program income and content of a Program Income Reuse Plan, see Section 4 CDBG Management Handbook.	☐ Yes	☒ No
	☐ Yes	☐ No



Amendment to Grant Agreement

Project Sponsor: Chelan Co Natural Resource

Project Title: Sand Creek culvert replacement

Project Number: 23-1908R

Amendment Number: 2

Amendment Type:

Add Worksite or Property

Amendment Description:

Add a private landowner to the project worksite that wasn't originally identified in the application. APE does not change.

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

Chelan Co Natural Resource

BY: _____
FOR Megan Duffy

TITLE: Director

DATE: _____

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

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Amendment Eligible Scope Activities

Project Sponsor: Chelan County Natural Resources Department
Project Title: Sand Creek culvert replacement
Program: FBRB Projects - CCA

Project Number: 23-1908
Project Type: Restoration
Amendment #: 2

Restoration Metrics

Worksite #1, Sand Creek - Barrier 603498

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Upper Columbia River
Spring-run ESU, Steelhead-Upper
Columbia River DPS
Cutthroat
Implementation Monitoring

Targeted species (non-ESU species):

Type Of Monitoring (C.0.d.1):

Fish Passage Improvement

Miles Of Stream Made Accessible (FBRB):

4.13

Updated from 1.5 to 4.13 miles based upon WDFW habitat survey (OGM-JF). 2411.9 m US to confluence w/ L. Camas, 1404.7 on L. Camas to 0%603501, 2825.2 m Sand MS confluence with L. Camas to road x'ing and steep grad TOTAL= 6641.8 m 41(7 DS barriers) is for planning

Miles Of Stream Made Accessible (SRFB) (C.2.b.1):

4.13

Updated from 1.5 to 4.13 miles based upon WDFW habitat survey (OGM-JF). 2411.9 m US to confluence w/ L. Camas, 1404.7 on L. Camas to 0%603501, 2825.2 m Sand MS confluence with L. Camas to road x'ing and steep grad TOTAL= 6641.8 m 41(7 DS barriers) is for planning. 4.13 miles is the measurement of the extent of steelhead and Chinook intrinsic potential habitat upstream of this barrier.

Type Of Barrier (C.2.b.3):

Culvert

Culvert installed or improved (C.2.f.1)

Number of culverts (C.2.f.2):

1

Miles of stream made accessible by culvert installation/repair (C.2.f.3):

4.13

Updated from 1.5 to 4.13 miles based upon WDFW habitat survey (OGM-JF). 2411.9 m US to confluence w/ L. Camas, 1404.7 on L. Camas to 0%603501, 2825.2 m Sand MS confluence with L. Camas to road x'ing and steep grad TOTAL= 6641.8 m 41(7 DS barriers) is for planning

Architectural & Engineering

Architectural & Engineering (A&E)

AMENDMENT APPROVAL FORM

Project #: 23-1908 Restoration
Amendment #: 2 - Add Worksite or Property
Project Title: Sand Creek culvert replacement
Project Sponsor: Chelan Co Natural Resource
Project Manager: JohnF
Primary Program: FBRB Projects - CCA

AMENDMENT DESCRIPTION:

Add a private landowner to the project worksite that wasn't originally identified in the application. APE does not change.

PROJECT SUMMARY:

Date:	Prior Time Extensions: 0	RCO Amount: \$393,318.00
Project Start Date: 07/01/2025	Other External Amendments: 1	Sponsor Match Amount: \$69,410.00
Original End Date: 06/30/2028	Sponsor Active Projects: 24	Total: \$462,728.00
Current End Date: 06/30/2028	Sponsor Completed Projects: 69	RCO Paid To Date (1%): \$4,785.92
	Sponsor Not Completed Projects: 3	RCO Remaining (99%): \$388,532.08
Last Progress Report: 08/28/2026	Sponsor Dead Projects: 0	Last Billing Date: 07/06/2026

PROJECT AGREEMENT DESCRIPTION:

This project includes construction funding to replace the only barrier on Sand Creek, an important tributary to Mission Creek near Cashmere, WA. The existing culvert has been rated 33% passable due to depth and velocity. The replacement of this culvert will open passage to 4.13 miles of intrinsic potential habitat for Chinook salmon and steelhead. The high-quality upstream habitat is under U.S. Forest Service ownership. The Mission Creek watershed hosts one of the strongest wild Steelhead populations in the Wenatchee River watershed. This project leverages support from other agencies that have funded the design process.

PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
25-27	26D	E13	New				FBPC	FBCCA	NZ	\$393,318.00



U.S. Department of Transportation

Federal Railroad Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS COUNTY OF, CHELAN 411 Washington St STE 201 Wenatchee, WA 98801-2854		2. AGREEMENT NUMBER: 69A36526421600RCEWA		3. AMENDMENT NO. 0																	
		4. PROJECT PERFORMANCE PERIOD: FROM 09/01/2026 TO 05/31/2029																			
		5. FEDERAL FUNDING PERIOD: FROM 09/01/2026 TO 05/31/2029																			
1A. IRS/VENDOR NO. 916001297		6. PRE-AWARD AUTHORITY: No 6A. PRE-AWARD DATE: N/A																			
1B. UEL. GQLWQNMFUJJ5 1C. DUNS. 614835671		7. ACTION New																			
8. ASSISTANCE LISTING#: 20.327		<table border="1"><thead><tr><th>TITLE</th><th>FEDERAL</th><th>NON-FEDERAL</th><th>TOTAL</th></tr></thead><tbody><tr><td>10. PREVIOUS AGREEMENTS</td><td>0.00</td><td>0.00</td><td>0.00</td></tr><tr><td>11. THIS AGREEMENT</td><td>1,517,540.00</td><td>379,385.00</td><td>1,896,925.00</td></tr><tr><td>12. TOTAL AGREEMENT</td><td>1,517,540.00</td><td>379,385.00</td><td>1,896,925.00</td></tr></tbody></table>				TITLE	FEDERAL	NON-FEDERAL	TOTAL	10. PREVIOUS AGREEMENTS	0.00	0.00	0.00	11. THIS AGREEMENT	1,517,540.00	379,385.00	1,896,925.00	12. TOTAL AGREEMENT	1,517,540.00	379,385.00	1,896,925.00
TITLE	FEDERAL	NON-FEDERAL	TOTAL																		
10. PREVIOUS AGREEMENTS	0.00	0.00	0.00																		
11. THIS AGREEMENT	1,517,540.00	379,385.00	1,896,925.00																		
12. TOTAL AGREEMENT	1,517,540.00	379,385.00	1,896,925.00																		
9. PROJECT TITLE Malaga Waterfront Park Grade Crossing Improvements																					
12A. OTHER FEDERAL FUNDING		0.00																			
13. INCORPORATED ATTACHMENTS THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF: General Terms and Conditions, Attachment 1; Project Specific Terms and Conditions, Attachment 2; Exhibits, Attachment 3																					
14. STATUTORY AUTHORITY FOR GRANT/ COOPERATION Sections 22104 and 22305 of the Infrastructure Investment and Jobs Act, Public Law 117-58 (2021)																					
15. REMARKS																					
Kaputa to Sign																					
GRANTEE ACCEPTANCE			AGENCY APPROVAL																		
16. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL			18. NAME AND TITLE OF AUTHORIZED FRA OFFICIAL																		
17. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL		17A. DATE	19. SIGNATURE OF AUTHORIZED FRA OFFICIAL		19A. DATE																
AGENCY USE ONLY																					
20. OBJECT CLASS CODE/EXPENDITURE TYPE: 41010			21. ORG. CODE/EXPENDITURE ORG.: 9000000000																		
22. ACCOUNTING CLASSIFICATION CODES																					
DOCUMENT NUMBER	FUND/PROJECT	BY	BPAC/TASK	AMOUNT																	
69A36526421600RCEWA	27X0760724	2026	10030501AA	1,517,540.00																	

AWARD ATTACHMENTS

COUNTY OF, CHELAN

69A36526421600RCEWA

1. General Terms and Conditions, Attachment 1
2. Project Specific Terms and Conditions, Attachment 2
3. Exhibits, Attachment 3



U.S. Department of Transportation
Federal Railroad Administration

Attachment 1

GENERAL TERMS AND CONDITIONS

Revision Date: November 19, 2025

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ATTACHMENT 1

This Grant Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the Recipient identified in Attachment 2: Project-Specific Terms and Conditions. This Agreement, including the Agreement cover sheet, this Attachment 1, Attachment 2, and Exhibits A–C, constitutes the entire Agreement between FRA and the Recipient regarding the Project as defined in Attachment 2. All prior discussions and understandings concerning the scope and subject matter of this agreement are superseded by this Agreement.

This Agreement is governed by and subject to 2 CFR part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the U.S. Department of Transportation (USDOT) implementing regulations at 2 CFR part 1201.

ARTICLE 1: TERMS AND CONDITIONS

1.1 General Terms and Conditions

This Attachment 1: General Terms and Conditions, is part of the Agreement between FRA and the Recipient. This Attachment 1 contains the standard terms and conditions governing the administration of this Agreement and the execution of the Project. The General Terms and Conditions incorporate by reference the information contained in Attachment 2 and the Exhibits to this Agreement.

1.2 Project-Specific Terms and Conditions

Attachment 2: Project-Specific Terms and Conditions, is part of the Agreement between FRA and the Recipient. Attachment 2 contains Project-Specific Terms and Conditions, which may include special terms and conditions.

1.3 Program-Specific Clauses

Article 26 of this Attachment 1 contains the applicable program-specific clauses. The Recipient will comply with the program-specific clauses below that are associated with the grant program identified in Attachment 2 of this Agreement. In the event that the Recipient's grant is not authorized under a program listed below, Article 26 does not apply.

(a) For Projects funded under the Interstate Rail Compacts program (49 U.S.C. § 22910), the Recipient will comply with the program-specific clauses in Article 26.1.

(b) For Projects funded under the Railroad Crossing Elimination program (49 U.S.C. § 22909), the Recipient will comply with the program-specific clauses in Article 26.2.

(c) For Projects funded under the Consolidated Rail Infrastructure and Safety Improvements program (49 U.S.C. § 22907), the Recipient will comply with the program-specific clauses in Article 26.3.

(d) For Projects funded under the Restoration and Enhancement program (49 U.S.C. § 22908), the Recipient will comply with the program-specific clauses in Article 26.4.

(e) For Projects funded under the Federal-State Partnership for Intercity Passenger Rail program (49 U.S.C. § 24911) and Federal-State Partnership for State of Good Repair (as authorized in Sections 11103 and 11302 of the Passenger Rail Reform and Investment Act of 2015 (Title XI of the Fixing America's Surface Transportation (FAST) Act, Pub. L. No. 114-94 (2015))), the Recipient will comply with the program-specific clauses in Article 26.5.

1.4 Exhibits

Exhibits A–C are part of the Agreement between FRA and the Recipient. The Recipient will comply with Exhibits A–C.

ARTICLE 2: FRA ROLE AND RESPONSIBILITIES

2.1 FRA Role

(a) FRA is responsible for funding disbursements to the Recipient under this Agreement. FRA will also conduct oversight and monitoring activities to assess Recipient progress against established performance goals and to assess compliance with terms and conditions, including the Statement of Work and other requirements of this Agreement.

(b) If this award is made as a Cooperative Agreement, FRA will have substantial programmatic involvement. Substantial involvement means that, after award, technical, administrative, or programmatic staff will assist, guide, coordinate, or otherwise participate with the Recipient in Project activities.

(c) If this award is made as a Grant, FRA will not have substantial programmatic involvement.

2.2 FRA Professional Staff

FRA may provide professional staff to review work in progress, completed products, and to provide or facilitate access to technical assistance when it is available, feasible, and appropriate. FRA professional staff may include the following:

(a) Financial Analyst. The Financial Analyst will serve as the Recipient's point of contact for systems (e.g., GrantSolutions and the Delphi eInvoicing System) access and troubleshooting as well as for financial monitoring.

(b) Grant Manager. The Grant Manager will serve as the Recipient's point of contact for grant administration and will oversee compliance with the terms and conditions in this Agreement. The Grant Manager reviews financial reports, performance reports, and works with the Project Manager to facilitate effective Project delivery.

(c) Project Manager. The Project Manager will serve as the Recipient's point of contact for the technical aspects of Project delivery. The Project Manager coordinates Project deliverable review, provides technical assistance to the Recipient, and generally assesses Project progress and performance.



ARTICLE 3: RECIPIENT ROLE

3.1 Representations and Acknowledgments on the Project

(a) The Recipient represents that:

- (1) all material statements of fact in the Application were accurate when the Application was submitted and now; and
- (2) the Recipient read and understands the terms and conditions in Attachment 1 and Attachment 2 of this Agreement, the applicable program-specific clauses in Article 26 of this Attachment 1, and the information and conditions in the Exhibits.

(b) The Recipient acknowledges that:

- (1) the terms and conditions impose obligations on the Recipient and that the Recipient's non-compliance with the terms and conditions may result in remedial action, including terminating the Agreement, disallowing costs incurred for the Project, requiring the Recipient to refund Federal contributions to FRA, and reporting the non-compliance in the Federal-government-wide integrity and performance system. Recipient acknowledges that the terms and conditions impose such obligations on the Recipient whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.
- (2) The Recipient acknowledges that the requirements of this Agreement apply to the entire Project, including Project costs satisfied from sources other than Agreement Federal Funds.

(c) By entering into this Agreement with FRA, the Recipient agrees to comply with the terms and conditions in Attachment 1 and Attachment 2, including applicable program-specific clauses in Article 26 of this Attachment 1, Exhibits A–C, and all applicable Federal laws and regulations, including those identified in this Agreement. The Recipient will ensure compliance with all terms of this Agreement and all of its parts for all tiers of subawards and contracts under this Agreement, as appropriate. The Recipient understands that the terms and conditions of this Agreement apply regardless of whether the award is made as a Cooperative Agreement, Grant Agreement, or Phased Funding Agreement.

3.2 Representations on Authority and Capacity

The Recipient represents that:

- (a) it has the legal authority to receive Federal financial assistance under this Agreement;
- (b) it has the legal authority to complete the Project;
- (c) all representations and warranties made in the Federal System for Awards Management (SAM.gov) and in the Application are true and correct;



- (d) it has the capacity, including legal, technical, institutional, managerial, and financial capacity, to comply with its obligations under this Agreement and complete the Project;
- (e) the Non-Federal Funds listed in Article 6 of Attachment 2 of this Agreement are committed to fund the Project;
- (f) it has sufficient funds available to ensure that equipment and infrastructure funded under this Agreement will be operated and maintained in compliance with this Agreement and applicable Federal law;
- (g) it has sufficient funds available to ensure that operations funded under this agreement are conducted in compliance with this Agreement and applicable Federal law; and
- (h) the individual executing this agreement on behalf of the Recipient has the legal authority to enter this Agreement and make the statements and certifications in this Agreement on behalf of the Recipient.

3.3 FRA Reliance

The Recipient acknowledges that:

- (a) FRA relied on statements of fact in the Application and SAM.gov to select the Project to receive this award;
- (b) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient and the Project are eligible to receive financial assistance under this Agreement;
- (c) FRA relied on statements of fact in the Application, SAM.gov, and this Agreement to determine that the Recipient has the legal authority to implement the Project; and
- (d) FRA relied on statements of fact in both the Application and this Agreement to establish the terms of this Agreement; and
- (e) FRA's selection of the Project to receive this award may have prevented awards to other eligible applicants.

3.4 Project Delivery

- (a) The Recipient will implement and complete the Project to FRA's satisfaction under the terms of this Agreement.
- (b) The Recipient will ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.

3.5 Rights and Powers Affecting the Project

- (a) The Recipient will not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this Agreement without written approval of FRA.



(b) The Recipient will act promptly, in a manner acceptable to FRA, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this Agreement.

3.6 Notification of Changes to Key Personnel

The Recipient will notify the FRA Grant Manager in writing within 30 days of any change in key personnel who are identified in the Application, which may require an amendment to this Agreement.

ARTICLE 4: AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

4.1 Federal Award Amount

Under this Agreement, FRA awards a Grant to the Recipient in the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.2 Federal Obligations

This Agreement obligates for the budget period the amount that is the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement.

4.3 Maximum Funding Amount

This Agreement funds the Project at the lesser amount of the Agreement Federal Funds in Article 6.1 of Attachment 2 of this Agreement, or the FRA maximum contribution percentage of the total Project cost identified in Article 6.5 of Attachment 2 of this Agreement.

4.4 Budget Period

The budget period for this award begins on the date of this Agreement and ends on the end date that is listed in Section 5 on the Agreement cover sheet. In this Agreement, "budget period" is used as defined at 2 CFR § 200.1.

4.5 Period of Performance

The Period of Performance for this award is listed in Section 4 on the Agreement cover sheet. In this Agreement, "Period of Performance" is used as defined at 2 CFR § 200.1.

ARTICLE 5: STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

5.1 Notification Requirement

The Recipient will notify the FRA Grant Manager and Project Manager by electronic correspondence within 30 days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project, including change in authority. In that notification, the Recipient will describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this Section 5.1 is separate from any requirements under this Article 5 that the Recipient request an amendment to this Agreement.



5.2 Scope and Statement of Work Changes

If the Project's activities differ from the activities described in Article 4 of Attachment 2 of this Agreement, then the Recipient will notify FRA in writing of the change, which may require an amendment to this Agreement.

5.3 Schedule Changes

If one or more of the following conditions are satisfied, then the Recipient will request an amendment to this Agreement to update the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement:

- (a) a completion date for the Project or a component of the Project is listed in the Estimated Project Schedule in Section 5.2 of Attachment 2 of this Agreement and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed;
- (b) a schedule change would require the budget period to continue after the end of the budget period defined in Section 4.4; or
- (c) a schedule change would require the Period of Performance to continue after the end of the Period of Performance defined in Section 4.5. The Recipient must submit requests to extend the Period of Performance not later than 90 days before the end of the Period of Performance.

For other schedule changes, the Recipient will notify the Grant Manager in writing.

5.4 Budget Changes

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this Agreement to complete the Project;
 - (2) any additional funds the Recipient contributes to complete the Project are subject to the requirements of this Agreement in the same manner as the Non-Federal Funds identified in Article 6.5 of Attachment 2 of this Agreement; and
 - (3) FRA will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient will notify FRA in writing if the total Project cost, as described in Table 6-A of Attachment 2 of this Agreement, amount increases, which may result in an amendment to this Agreement.
- (c) The Recipient will notify FRA in writing if the Non-Federal Funds amount decreases, which may result in an amendment to this Agreement.
- (d) For all other budget changes, the Recipient will follow the applicable procedures and document the changes in writing.



5.5 Project Cost Savings

- (a) If there are Project Cost Savings, then the Recipient may notify FRA in writing of its intent to include in the Project and complete with the Project Cost Savings the additional activities within the scope of this award that are specified in the Additional Task(s) in Article 4 of Attachment 2 of this Agreement. The Recipient will complete the Additional Task(s) after FRA provides a written approval. An amendment to this Agreement is not required to proceed with the Additional Task(s).
- (b) If there are Project Cost Savings, and there are not Additional Task(s) identified in Article 4 of Attachment 2 of this Agreement, then the Recipient may propose a new task that is within the scope of this award and request an amendment to add the new task to this Agreement and complete it with Project Cost Savings.
- (c) In this Agreement, **“Project Cost Savings”** means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs. There are no Project Cost Savings prior to completion of the Project or if the actual costs to complete the Project are equal to or greater than the total Project cost listed in Section 6.5 of Attachment 2 of this Agreement.
- (d) If there are Project Cost Savings and either the Recipient does not make a proposal or FRA does not accept the Recipient’s proposal under (a) of this Section 5.5, then:
 - (1) The Recipient will provide written notice to FRA and reduce the Federal Share by the Project Cost Savings, which may result in an amendment to this Agreement; and
 - (2) If the reduced Federal Share reduces this award and the Recipient received reimbursed costs exceeding the appropriate amount under the reduced award, the Recipient will refund the difference between the reimbursed costs and the reduced award.
- (e) In this Agreement, **“Federal Share”** means the sum of the Agreement Federal Funds and Other Federal Funds amounts that are identified in the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement.
- (f) The Recipient acknowledges that amounts that are required to be refunded under this Section constitute a debt to the Federal Government that FRA may collect under 2 CFR § 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–999).

5.6 FRA Acceptance of Changes

FRA may accept or reject changes requested under this Article 5, and in doing so may elect to consider only the interests of the grant program and FRA. The Recipient acknowledges that any request under this Article 5 does not amend, modify, or supplement this Agreement unless FRA

accepts the request and the parties amend this Agreement under Section 15.1 of this Attachment 1.

ARTICLE 6: GENERAL REPORTING TERMS

6.1 Alternative Reporting Methods

FRA may establish processes for the Recipient to submit reports required by this Agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient will use the processes required by FRA.

6.2 Paperwork Reduction Act Notice

Under 5 CFR § 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (OMB). Notwithstanding any other term of this Agreement, the due date for any information collections required under this Agreement, including the reporting requirements in Articles 7 and 8, is the later of (1) the due date stated with the requirement and (2) the 30th day after OMB approves that information collection.

ARTICLE 7: PROGRESS AND FINANCIAL REPORTING

7.1 Quarterly Project Progress Reports and Recertifications

(a) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a complete FRA Form 34¹ Quarterly Project Progress Report and Recertification that contains, for the previous quarter:

- (1) a certification that the Recipient is in compliance with 2 CFR § 200.303 (Internal Controls) and 2 CFR part 200, Subpart F (Audit Requirements);
- (2) the certification required under 2 CFR § 200.415(a); and
- (3) a certification that the Recipient is complying with any environmental mitigation commitments and Section 106 compliance obligations.

If the date of this Agreement is in the final month of a quarter, then the Recipient will submit the first Quarterly Project Progress Report and Recertification in the quarter that begins after the date of this Agreement.

(b) On or before the 30th day of the first month of each quarter and until the end of the Period of Performance, the Recipient will submit to FRA through GrantSolutions a Federal Financial Report (SF-425) covering the previous quarter.

¹ FRA Form 34 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>



7.2 Final Progress Reports and Financial Information

No later than 120 days after the end of the Period of Performance, the Recipient will submit:

- (a) a final Quarterly Project Progress Report and Recertification in the format and with the content described in Section 7.1(a) of this Attachment 1 for each Quarterly Project Progress Report and Recertification;
- (b) a final SF-425 through GrantSolutions;
- (c) a Final Performance Report FRA Form 33 as provided by FRA² ; and
- (d) any other information required under FRA's award closeout procedures.

7.3 Real Property Reporting

The Recipient will comply with the reporting obligations in 2 CFR § 200.330, as directed by FRA.

ARTICLE 8: PERFORMANCE MEASUREMENT AND REPORTING

8.1 Baseline Performance Measurement

Within one year before the start of work on the Project, the Recipient will collect baseline data for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement. Within six months of the start of the Period of Performance, the Recipient will submit to FRA a Baseline Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure. The Recipient will also provide FRA access to the data collected in machine-readable format.

8.2 Post-Project Performance Measurement

For each performance measure that is listed in Article 7 of Attachment 2 of this Agreement, the Recipient will collect data and submit to FRA a Post-Project Performance Measurement Report that describes the data collected, the dates when the data were collected, the data sources, assumptions, variability, and estimated levels of precision for each performance measure, at the frequency and for the duration identified in Article 7 of Attachment 2 of this Agreement. The Recipient will also provide FRA access to the data collected in machine-readable format. If an external factor affects a performance measure, the Recipient will identify that external factor in the Post-Project Performance Measurement Report and discuss the external factor's influence on the performance measure. In the Post-Project Performance Report, the Recipient will compare the actual project performance against the pre-project (baseline) performance and expected post-project performance as described in Table 7-A of Attachment 2 of this Agreement.

²FRA Form 33 is available at <https://railroads.dot.gov/grant-administration/reporting-requirements/fra-reports>

8.3 Project Outcomes Report

Where indicated in Article 7 of Attachment 2 of this Agreement, the Recipient will submit to FRA, not later than January 31st of the year that follows the final year during which data were collected, a Project Outcomes Report that contains:

- (a) an analysis of the impacts of the Project, including a comparison of the baseline performance measurement data collected under Section 8.1 of this Attachment 1 with the post-project performance measurement data that the Recipient reported in the final Post-Project Performance Measurement Report required under Section 8.2 of this Attachment 1;
- (b) for each performance measure that is identified in Article 7 of Attachment 2 of this Agreement, an analysis of the accuracy of the projected outcome; and
- (c) all data collected under Sections 8.1 and 8.2 of this Attachment 1;
- (d) additional information as directed.

8.4 General Performance Measurement Requirements

The Recipient will ensure that all data collection for each performance measure identified in Article 7 of Attachment 2 of this Agreement is completed in a manner consistent with the description, location, and other attributes associated with that performance measure.

8.5 Outcome Measurement and Reporting Survival

The data collection and reporting requirements in Article 8 of this Attachment 1 survive the termination of this Agreement. FRA may consider the Recipient's compliance with this requirement after closeout of the grant in its evaluation of future applications for Federal financial assistance.

ARTICLE 9: NONCOMPLIANCE AND REMEDIES

9.1 Noncompliance Determinations

(a) Notice of Proposed Determination. If FRA determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this Agreement, FRA will notify the Recipient of a proposed determination of noncompliance through a written notice that:

- (1) explains the noncompliance;
- (2) describes a proposed remedy that is consistent with Section 9.2 of this Attachment 1;
- (3) describes the process and form in which the Recipient may respond to the notice that is consistent with Section 9.1(b) of this Attachment 1; and

(4) if applicable, provides the Recipient an opportunity to cure the noncompliance or take corrective action.

(b) Response to Notice of Proposed Determination. The Recipient may, not later than 7 days after receiving the notice of proposed determination of noncompliance, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

- (1) accept the proposed remedy;
- (2) acknowledge the noncompliance, but propose an alternative remedy;
- (3) acknowledge the noncompliance and agree to cure or take corrective action;
or
- (4) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response sufficient documentation or other information supporting the Recipient's compliance.

(c) Notice of Final Determination. After considering the Recipient's response or failure to timely respond under Section 9.1(b) of this Attachment 1, FRA will make a final determination. To make a final determination, FRA must provide a written notice to the Recipient that:

- (1) states what the final determination is (e.g., noncompliance or compliance);
- (2) states the basis for the final determination; and
- (3) describes the remedy that FRA is imposing, if applicable, or if FRA is not imposing a remedy, describes the resolution to the proposed determination of noncompliance, including whether the Recipient has cured or corrected the noncompliance.

(d) If FRA determines the noncompliance is one that cannot be addressed while work on the Project is ongoing, in the notice of proposed determination or in the notice of final determination, FRA will direct the Recipient to stop work. The Recipient will stop work and will direct any Subrecipients or contractors to stop work immediately upon receipt of a notice to stop work from FRA.

(e) FRA may consider the public interest in making a determination of noncompliance and imposing a remedy.

9.2 Remedies

(a) If FRA makes a final determination of noncompliance under Section 9.1(c) of this Attachment 1, FRA may impose a remedy, including:

- (1) additional conditions on the award;
- (2) requiring the Recipient to prepare and implement a corrective action plan;

- (3) directing the Recipient to stop work;
- (4) any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments ; disallowance of previously reimbursed costs, requiring refunds from the Recipient to FRA; suspension or termination of the award; or suspension and disbarment under 2 CFR part 180; or
- (5) any other remedy legally available.

(b) The Recipient acknowledges that any amounts FRA requires the Recipient to refund to FRA under this Section 9.2 constitute a debt to the Federal Government that FRA may collect under 2 CFR § 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–999).

(c) Other Remedies. The termination authority under Article 10 of this Attachment 1 supplements and does not limit FRA’s remedial authority under this Article 9 or 2 CFR part 200, including 2 CFR §§ 200.339-200.240. FRA reserves the right to seek any appropriate remedy or otherwise enforce the terms and conditions of this Agreement as authorized by law.

9.3 Other Oversight Entities

Nothing in Article 9 of this Attachment 1 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 10: AGREEMENT SUSPENSION AND TERMINATION

10.1 Suspension of Award Activities

(a) If FRA determines that the remedy for noncompliance imposed under Article 9 of this Agreement does not achieve the desired result or is unlikely to improve compliance or performance, FRA may suspend activities under this Agreement pending corrective action by the Recipient or termination.

(b) If FRA suspends activities under this Agreement, FRA will notify the Recipient in writing of the following, which may be included in the determinations of non-compliance under Section 9.1 of this Attachment 1:

- (1) what project activities, if any, will take place during the period of suspension;
- (2) what costs FRA will reimburse if the suspension is lifted and the award resumed;
- (3) what corrective actions must occur during the suspension; and
- (4) FRA’s intent to terminate the award under this Article 10 if the Recipient does not meet the conditions of the remedial action.



(c) The duration of the temporary suspension of activities under the Agreement should be commensurate with the corrective action needed, but should not exceed 120 days at the outset. If the Recipient is not making sufficient progress in correcting the noncompliance, FRA must consider both financial and programmatic requirements in determining the appropriate extension to avoid the need for termination.

10.2 FRA Termination

(a) FRA may terminate this Agreement and all its obligations under this Agreement if any of the following occurs:

- (1) the Recipient fails to obtain or contribute the required Non-Federal Funds, or alternatives approved by FRA, as provided in this agreement and consistent with Article 6 of Attachment 2 of this Agreement;
- (2) the Recipient fails to meet a milestone by six months after the completion date listed in Article 5 of Attachment 2 of this Agreement and the Recipient fails to request an amendment to this Agreement pursuant to Section 5.3 of this Attachment 1;
- (3) the Recipient fails to comply with the terms and conditions of this Agreement;
- (4) there are changes to the Project that FRA determines are inconsistent with FRA's basis for selecting the Project to receive the award; or
- (5) FRA determines that termination of this Agreement is in the public interest.

(b) The Recipient may request that FRA terminate the Agreement, which may result in FRA determining noncompliance and imposing remedies pursuant to Article 9 of this Attachment 1.

10.3 Closeout Termination

(a) This Agreement terminates on Project Closeout.

(b) In this Agreement, "Project Closeout" means the date that FRA notifies the Recipient that the award is closed out. Under 2 CFR § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

10.4 Post-Termination Adjustments

The Recipient acknowledges that under 2 CFR §§ 200.345–200.346, termination of this Agreement does not extinguish FRA's authority to disallow costs, including costs that FRA reimbursed before termination, and recover funds from the Recipient.

10.5 Non-Terminating Events

(a) The end of the budget period described under Section 4.4 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

- (b) The end of the Period of Performance described under Section 4.5 of this Attachment 1 does not terminate this Agreement or the Recipient's obligations under this Agreement.

ARTICLE 11: MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

11.1 Recipient Monitoring and Record Retention

- (a) The Recipient will monitor activities under this award, including activities under subawards and contracts, to ensure:
- (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient will monitor the activities of the Subrecipient in compliance with 2 CFR §200.332(e).
- (c) The Recipient will retain and provide access to records relevant to the award during the course of the Project and for three years after closeout or longer, as required under 2 CFR § 200.334.
- (d) The Recipient will adhere to the recording and recordkeeping requirements set forth in 2 CFR §§ 200.334–200.338. Project Closeout does not alter these requirements.

11.2 Financial Records and Audits

- (a) The Recipient will keep all Project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the Project.
- (b) The Recipient will keep accounts and records described under Section 11.2(a) of this Attachment 1 in accordance with a financial management system that meets the requirements of 2 CFR §§ 200.302–200.307 and 2 CFR part 200, subpart F and will facilitate an effective audit in accordance with 31 U.S.C. §§ 7501–7506.
- (c) The Recipient will separately identify expenditures under the award in financial records required for audits under 31 U.S.C. §§ 7501–7506. Specifically, the Recipient will:
- (1) list expenditures separately on the schedule of expenditures of Federal awards required under 2 CFR part 200, subpart F, including the fiscal year in the format "FY 202X" in the program name; and
 - (2) list expenditures on a separate row under Part II, Item 1 (Federal Awards Expended During Fiscal Period) of Form SF-SAC, including "FY 202X" in Column C (Additional Award Identification).

(d) If the Recipient expends \$1,000,000 or more in Federal awards during the Recipient's fiscal year, a single or program audit will be conducted for that year, consistent with 2 CFR §§ 200.501(a) and 200.512(c).

11.3 Internal Controls

The Recipient will establish and maintain internal controls as required under 2 CFR § 200.303.

11.4 FRA Record Access

FRA may access Recipient records related to this award under 2 CFR § 200.337.

11.5 Site Visits

FRA may conduct site visits to review Project activities, accomplishments, and management control systems and to provide technical assistance to the Recipient. The Recipient will provide or ensure reasonable, safe, and convenient access to FRA for any such site visit. FRA will conduct all site visits in such a manner as will not unduly delay work conducted by the Recipient, Subrecipient, or contractor.

ARTICLE 12: CONTRACTING AND SUBAWARDING

12.1 Buy America

(a) For infrastructure projects, steel, iron, manufactured goods, and construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act (Buy American Act), Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(b) For all other projects, the Recipient's acquisition of steel, iron, and manufactured goods with funding provided through this Agreement is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305. The Recipient also represents that it has never been convicted of violating the Buy American Act nor will it make funding received under this Agreement available to any person or entity who has been convicted of violating the Buy American Act.

(c) Under this Section, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(d) Under 2 CFR § 200.322, the Recipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

12.2 Small and Disadvantaged Business Requirements

The Recipient will expend all funds under this award in compliance with the requirements at 2 CFR § 200.321, including any amendments thereto.

12.3 Engineering and Design Services [Reserved]**12.4 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 CFR § 200.216 prohibit the Recipient and all Subrecipients from procuring or obtaining certain telecommunications and video surveillance equipment or services under this award.

12.5 Pass-Through Entity Responsibilities

(a) If the Recipient makes a subaward under this award, the Recipient will comply with the requirements for pass-through entities under 2 CFR parts 200 and 1201, including 2 CFR §§ 200.331–200.333, regardless of whether the Recipient is also a Pass-Through Entity as defined in 2 CFR § 200.1.

(b) The Recipient will report any subaward obligation of \$30,000 or more in Federal funds in USASpending.gov consistent with the Federal Funding Accountability and Transparency Act, Pub. L. 109-282.

(c) The Recipient is accountable for performance under this award, the appropriate expenditure of funds, and other requirements under this Agreement. The Recipient is responsible for any non-compliance under the award and for compliance with any remedies imposed.

12.6 Local Hiring Preference for Construction Jobs

Under Section 25019 of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, div. B, tit. V (2021), a Recipient or Subrecipient may implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by this grant if funded under title 49 or 23 United States Code, including prehire agreements, subject to any applicable State and local laws, policies, and procedures. The use of such a local or other geographical or economic hiring preference in any bid for a contract for the construction of a project funded by this grant shall not be considered to unduly limit competition. Project labor agreements should be consistent with the definition and standards outlined in Executive Order 13502. For additional information, see

<https://www.transportation.gov/sites/dot.gov/files/2023-05/Creating-Local-Construction-Workforce.pdf>.

12.7 Procurement

The Recipient may acquire property, goods, or services in connection with the Project. If the Recipient is a State or Indian Tribe, then it will follow the same policies and procedures it uses for procurements with non-Federal funds in compliance with 2 CFR § 200.317. A Subrecipient of a State will follow the policies and procedures allowed by that State when procuring property and services under this award consistent with 2 CFR § 1201.317, notwithstanding 2 CFR §

200.317. An entity that is not a State or Indian Tribe, or Subrecipient of a State or Indian Tribe, will comply with 2 CFR §§ 200.318–200.327, and applicable supplementary USDOT or FRA directives and regulations. The Recipient will provide technical specifications and requirements to FRA for review upon request.

ARTICLE 13: COSTS, PAYMENTS, AND UNEXPENDED FUNDS

13.1 Limitation of Federal Award Amount

Under this award, FRA will not provide funding in an amount greater than the Agreement Federal Funds. The Recipient acknowledges that FRA is not liable for payments exceeding that amount, and the Recipient will not request reimbursement of costs exceeding that amount.

13.2 Project Costs

This award is subject to the cost principles at 2 CFR part 200, subpart E, including provisions on determining allocable costs and determining allowable costs.

13.3 Timing of Project Costs

- (a) The Recipient will not charge to this award costs that are incurred after the budget period.
- (b) The Recipient will not charge to this award costs that were incurred before the date of this Agreement unless those costs are identified as approved pre-award costs in Section 6.6 of Attachment 2 of this Agreement and would have been allowable if incurred during the budget period. This limitation applies to pre-award costs under 2 CFR § 200.458. This agreement hereby terminates and supersedes any previous FRA approval for the Recipient to incur costs under this award for the Project. Section 6.6 of Attachment 2 of this Agreement is the exclusive FRA approval of costs incurred before the date of this Agreement.
- (c) The Recipient may request approval of pre-award costs in a written request that demonstrates the purpose and amount of the costs, compliance with 2 CFR § 200.458, and whether such costs would otherwise serve as Non-Federal Funds.

13.4 Recipient Recovery of Federal Funds

The Recipient will make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if FRA determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner. The Recipient will not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by FRA.

13.5 Unexpended Agreement Federal Funds

Any Agreement Federal Funds that are obligated but not expended on allocable, allowable costs remain the property of the United States.

13.6 Interest Earned

Interest earned on advances of Agreement Federal Funds is not program income.

13.7 Timing of Payments to the Recipient

- (a) Reimbursement is the payment method, unless otherwise approved by FRA.
- (b) The Recipient will not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

13.8 Payment Method

- (a) The Recipient will use the DELPHI e-Invoicing System (<https://www.dot.gov/cfo/delphi-einvoicing-system.html>) to request reimbursement under this award. FRA will provide access to that system upon request by the Recipient.
- (b) FRA may deny a payment request that is not submitted using the method identified in this Section.

13.9 Information Supporting Expenditures

- (a) When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient will electronically submit the SF 270 (Request for Advance or Reimbursement) and will submit supporting cost detail to document clearly all costs incurred. As supporting cost detail, the Recipient will include a detailed breakout of all costs incurred and classify all costs by task and by Agreement Federal Funds and Agreement Non-Federal Funds.
- (b) Unless FRA and the Recipient agree otherwise in writing, the Recipient will ensure that the proportion of expenditure of Agreement Federal Funds to Agreement Non-Federal Funds is not more than the maximum percent of total Project cost FRA will contribute identified in Section 6.5 of Attachment 2 of this Agreement. The Recipient will ensure the proportional expenditure of funds is reflected in the detailed breakout of costs supporting the SF 270.
- (c) If the Recipient submits a request for reimbursement that FRA determines does not include or is not supported by sufficient detail, FRA may deny the request or withhold processing the request until the Recipient provides sufficient detail.

13.10 Reimbursement Request Timing Frequency

The Recipient will request reimbursement as needed to maintain cash flow sufficient to timely complete the Project. The Recipient will not submit any single payment request exceeding \$99,999,999.99. The Recipient will not submit a payment request exceeding \$50,000,000.00 unless the Recipient notifies FRA six days before submitting the request.

13.11 Program Income

The Recipient is encouraged to earn income to defray Project costs, where appropriate, and will work with FRA to determine how income may be applied to the grant, in accordance with 2 CFR



§ 200.307 and 2 CFR § 1201.80. Program income not deducted from total allowable costs may be used only for the purposes and under the terms and conditions established in this Agreement. The Recipient will maintain records of all program income.

ARTICLE 14: PROPERTY AND EQUIPMENT

14.1 General Requirements

The Recipient will comply with the property standards of 2 CFR §§ 200.310–200.316 and will ensure compliance with these standards for all tiers of subawards and contracts under this award.

14.2 Relocation and Real Property Acquisition

The Recipient will comply with the land acquisition policies and relocation requirements in 42 U.S.C. § 4601 et seq. and 49 CFR part 24, subparts A–F, as applicable. At a minimum, under this section, the Recipient will:

- (a) comply with the land acquisition policies in 49 CFR part 24, subpart B and will pay or reimburse property owners for necessary expenses as specified in that subpart;
- (b) provide a relocation assistance program offering the services described in 49 CFR part 24, subpart C and provide reasonable relocation payments and assistance to displaced persons as required in 49 CFR part 24, subparts D–E; and
- (c) make available to displaced persons comparable replacement dwellings in accordance with 49 CFR part 24.
- (d) provide to FRA a real estate acquisition and management plan prior to beginning real property acquisition if the Project is designated a Major Project in Article 1 of Attachment 2 of this Agreement, or if the total Project cost in Section 6.5 of Attachment 2 of this Agreement is greater than \$300 million and the Project is also receiving financial assistance from the Federal Transit Administration (FTA).

14.3 Use for Originally Authorized Purpose

The Recipient will ensure that property and equipment funded under this Agreement is used for the originally authorized purpose. If necessary to satisfy this obligation, the Recipient will enter into appropriate arrangements with the entity or entities using, or with the owner of right-of-way used by, the property and/or equipment funded under this Agreement.

14.4 Maintenance

The Recipient will ensure that any property, improvements to property, and any equipment funded under this Agreement are maintained in good working order and in accordance with FRA regulations, guidelines, and directives.



14.5 Real Property Disposition

In accordance with 2 CFR § 200.311, when real property acquired or improved under this award is no longer used for its originally intended purpose, the Recipient will request disposition instructions from FRA.

14.6 Equipment Disposition

(a) In accordance with 2 CFR §§ 200.313 and 1201.313, when equipment acquired under this award is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State or a Subrecipient of a State, that entity will dispose of that equipment in accordance with State laws and procedures;

(2) if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 CFR § 200.313; and

(3) if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity will request disposition instructions from FRA. In accordance with 2 CFR § 200.313(f), FRA may permit the Recipient or Subrecipient to retain equipment.

(b) In accordance with 2 CFR § 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 CFR §§ 200.313–200.316 and 2 CFR § 1201.313.

14.7 Recordkeeping

The Recipient will keep records regarding the operation and maintenance of property, improvements to property, equipment, and supplies funded under this Agreement and will provide them to FRA upon request.

14.8 Encumbrance

The Recipient will not create an obligation, such as a transfer of title, lease, lien, mortgage, or encumbrance, that would dispose of or encumber the Recipient's title or other interest in property, improvements to property, equipment or supplies funded under this Agreement without prior written approval from FRA.

The Recipient will not take any action that would adversely affect FRA's interest or impair the Recipient's continuing control over the use of the property, improvements to property, equipment, or supplies funded under the Agreement without prior written approval from FRA.

ARTICLE 15: AMENDMENTS

15.1 Bilateral Amendments

The parties may amend, modify, or supplement this Agreement by mutual agreement in writing signed by FRA and the Recipient. Either party may request to amend, modify, or supplement this Agreement by written notice to the other party.

15.2 FRA Unilateral Amendments

(a) FRA may unilaterally amend this Agreement for the following reasons:

- (1) to comply with Federal law;
- (2) at closeout or in anticipation of closeout; and
- (3) other non-substantive changes, such as to correct typographical errors, as deemed appropriate by FRA.

(b) To unilaterally amend this Agreement under Section 15.3 of this Attachment 1, FRA will provide a written notice to the Recipient that includes the amendment and the date that the amendment is effective.

(c) Except at closeout or in anticipation of closeout, FRA may not unilaterally amend the Statement of Work, this Agreement's monetary amount, the delivery schedule, the Period of Performance, or other terms or conditions of this Agreement.

15.3 Other Amendments

The parties will not amend, modify, or supplement this Agreement except as permitted under Sections 15.1, 15.2, or 15.3 of this Attachment 1. If an amendment, modification, or supplement is not permitted under Section 15.1, 15.2, or 15.3 of this Attachment 1, it is void.

ARTICLE 16: [RESERVED]

ARTICLE 17: [RESERVED]

ARTICLE 18: LABOR AND WORK

18.1 Labor and Work

The Recipient will document its consideration of job quality and labor standards related to the Project in Article 9 of Attachment 2 of this Agreement.



ARTICLE 19: CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

19.1 Critical Infrastructure Security and Resilience

- (a) Consistent with the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021) and the National Security Memorandum on Critical Infrastructure Security and Resilience (April 30, 2024), the Recipient will consider physical and cyber security and resilience in planning, design, and oversight of the Project.
- (b) If the Security Risk Designation in Section 1.3 of Attachment 2 of this Agreement is "Elevated," then not later than two years after the date of this Agreement the Recipient will submit to FRA a report that:
- (1) identifies a cybersecurity point of contact for the transportation infrastructure being improved in the Project;
 - (2) summarizes or contains a cybersecurity incident reporting plan for the transportation infrastructure being improved in the Project;
 - (3) summarizes or contains a cybersecurity incident response plan for the transportation infrastructure being improved in the Project;
 - (4) documents the results of a self-assessment of the Recipient's cybersecurity posture and capabilities; and
 - (5) describes any additional actions that the Recipient has taken to consider or address cybersecurity risk of the transportation infrastructure being improved in the Project.

ARTICLE 20: FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

20.1 Uniform Administrative Requirements for Federal Awards

The Recipient will comply, and will ensure that other entities receiving funding under this agreement will comply, with the obligations on non-Federal entities under 2 CFR parts 200 and 1201, regardless of whether the Recipient or other entity receiving funding under this agreement is a Non-Federal entity as defined in 2 CFR § 200.1, except that subpart F of part 200 does not apply if the Recipient or Subrecipient is a for-profit entity.

20.2 Federal Law and Public Policy Requirements

- (a) The Recipient will ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

(b) Pursuant to Section 3(b)(iv)(A) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c) Pursuant to Section 3(b)(iv)(B) of Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

(d) The failure of this Agreement to expressly identify Federal law applicable to the Recipient or activities under this Agreement does not make that law inapplicable.

20.3 Federal Freedom of Information Act

(a) FRA is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552.

(b) The Recipient acknowledges that the Application and materials submitted to FRA by the Recipient related to this Agreement will become FRA records that may be subject to public release under 5 U.S.C. § 552. If the Recipient submits any materials to FRA related to this Agreement that the Recipient considers to include trade secret or confidential commercial or financial information, the Recipient should note that the submission contains confidential business information, mark each affected page, and highlight or otherwise denote the portions of the submission that contain confidential business information.

20.4 History of Performance

Under 2 CFR § 200.206, any Federal awarding agency may consider the Recipient's performance under this Agreement, when assessing the risks of making a future Federal financial assistance award to the Recipient.

20.5 Whistleblower Protection

(a) The Recipient acknowledges that it is a "Recipient" within the scope of 41 U.S.C. § 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.

(b) The Recipient will inform its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

20.6 External Award Terms and Obligations

(a) In addition to this document and the contents described in Article 25 of this Attachment 1, this Agreement includes the following additional terms as integral parts:



- (1) Appendix A to 2 CFR part 25: System for Award Management and Universal Identifier Requirements;
- (2) Appendix A to 2 CFR part 170: Reporting Subawards and Executive Compensation;
- (3) 2 CFR part 175: Award Term for Trafficking in Persons; and
- (4) Appendix XII to 2 CFR part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient will comply with:

- (1) 49 CFR part 20: New Restrictions on Lobbying;
- (2) 49 CFR part 21: Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, including any amendments thereto;
- (3) 49 CFR part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 CFR part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

20.7 Incorporated Certifications

The Recipient makes the representations in the following certifications, which are incorporated by reference:

- (a) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 21: ASSIGNMENT

21.1 Assignment Prohibited

The Recipient will not transfer to any other entity any discretion granted under this Agreement, any right to satisfy a condition under this Agreement, any remedy under this Agreement, or any obligation imposed under this Agreement.

ARTICLE 22: WAIVER

22.1 Waivers

- (a) A waiver of a term of this Agreement authorized by law and granted by FRA will not be effective unless it is in writing and signed by an authorized representative of FRA.
- (b) A waiver of a term of this Agreement granted by FRA on one occasion will not operate as a waiver on other occasions.

(c) If FRA fails to require strict performance of a term of this Agreement, fails to exercise a remedy for a breach of this Agreement, or fails to reject a payment during a breach of this Agreement, that failure does not constitute a waiver of that term or breach.

ARTICLE 23: ADDITIONAL TERMS AND CONDITIONS

23.1 Disclaimer of Federal Liability

FRA will not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

23.2 Environmental Review

(a) Except as authorized by law or under 23 CFR § 771.113(d)(4), the Recipient will not begin final design activities; acquire real property, construction materials, or equipment, including rolling stock; begin construction; or take other actions that would have an adverse environmental impact or limit the choice of reasonable alternatives for the Project unless and until FRA complies with the National Environmental Policy Act, 42 U.S.C. § 4321 et seq. (NEPA), and any other applicable environmental laws and regulations. In addition, the Recipient will not begin project development that involves ground disturbing activity prior to FRA compliance with NEPA and any other applicable environmental laws and regulations.

(b) The Recipient acknowledges that:

(1) FRA's actions under Section 23.2(a) of this Attachment 1 may depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to FRA; and

(2) applicable environmental statutes and regulations may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(c) Consistent with 23 CFR § 771.105(a), to the maximum extent practicable and consistent with Federal law, the Recipient will coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in Article 4 of Attachment 2 of this Agreement and other information described in this Agreement may inform environmental decision-making processes, but the parties do not intend this Agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with Article 4 of Attachment 2 of this Agreement or other information in this Agreement, then FRA will either:

(1) amend this Agreement under Section 15.1 of this Attachment 1 for consistency with the selected build alternative; or

(2) if FRA determines that the condition at Section 10.1(a)(5) of this Attachment 1 is satisfied, terminate this Agreement under Section 10.1(a)(5) of this Attachment 1; or

(3) take other action as deemed appropriate by FRA.

(g) The Recipient will complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Article 4 of Attachment 2 of this Agreement identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

23.3 Project Maintenance Requirement

The Recipient will ensure that any property and equipment funded within this Agreement is operated and maintained in good operating order and in accordance with 2 CFR §§ 200.310–200.316, 1201.313 and any guidelines, directives, or regulations that FRA may issue.

23.4 Appropriations Act Requirements

The Recipient will comply with applicable requirements of the appropriations act identified in Section 6.3 of Attachment 2 of this Agreement.

23.5 Standards of Conduct

The Recipient will comply with the following standards of conduct:

(a) Standards of Conduct. The Recipient will maintain a written code or standards of conduct governing the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts or agreements supported by the Federal contribution provided through this Agreement. The code or standards will provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential Subrecipients or contractors. The Recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, such code or standards will provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by Subrecipients or their agents.

(b) Personal Conflict of Interest. The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by the Federal contribution if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.



(c) Organizational Conflicts of Interest. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

(d) Existing Codes or Standards. This Section does not require the Recipient to implement a new code or standards of conduct where a state statute, or written code or standards of conduct, already effectively covers all of the required elements.

(e) Disclosure of Conflicts. The Recipient will disclose in writing any potential conflict of interest to FRA or pass-through entity.

23.6 Changed Conditions of Performance

The Recipient will notify FRA of any event that may affect its ability to perform the Project in accordance with the terms of this Agreement.

23.7 Litigation

The Recipient will notify FRA in writing of any decision pertaining to the Recipient's conduct of litigation that may affect FRA's interests in the Project or FRA's administration or enforcement of applicable Federal laws or regulations. The Recipient will inform FRA in writing before naming FRA as a party to any type of litigation for any reason in any forum.

23.8 [Reserved]

23.9 Equipment and Supplies

The Recipient will maintain written policies and procedures that address acquisition, classification, and management of all equipment and supplies acquired or used under this award.

23.10 Safety and Technology Data

The Recipient will ensure that FRA has access to safety and technology relevant data generated by the Recipient under the award, in a machine-readable format, where specified in Article 4 of Attachment 2 of this Agreement.

23.11 Intellectual Property

The Recipient agrees to the standard patent rights clauses issued by the Department of Commerce at 37 CFR part 401, as applicable.

23.12 Liquidation of Recipient Obligations

(a) The Recipient will liquidate all obligations of award funds under this Agreement not later than 120 days after the end of the Period of Performance.

(b) Liquidation of obligations and adjustment of costs under this Agreement follow the requirements of 2 CFR §§ 200.344–200.346.

ARTICLE 24: CONSTRUCTION AND DEFINITIONS

24.1 Agreement

This Agreement consists of the following:

- (a) Agreement Cover Sheet
- (b) Attachment 1: General Terms and Conditions
- (c) Attachment 2: Project-Specific Terms and Conditions
- (d) Exhibit A: Applicable Federal Laws and Regulations
- (e) Exhibit B: Additional Standard Terms
- (f) Exhibit C: Quarterly Project Progress Reports and Recertifications

24.2 Construction

- (a) In these General Terms and Conditions, there are no references to articles or sections in project-specific portions of this Agreement that are not contained in Attachments or Exhibits listed in Section 24.1.
- (b) If a provision in these General Terms and Conditions or the Exhibits conflicts with a provision in the Project-Specific Terms and Conditions in Attachment 2 of this Agreement, then the relevant portion in Attachment 2 prevails. If a provision in the Exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

24.3 Integration

This Agreement constitutes the entire agreement of the parties relating to the Project and supersedes any previous agreements, oral or written, relating to the Project.

24.4 Definitions

This Section defines terms used in this Agreement. Additional definitions found in 2 CFR § 200.1 are incorporated by reference into this Agreement.

“Agreement Federal Funds” means the total amount of Federal funds obligated under this Agreement. This is the amount shown in Section 6.1 of Attachment 2 of this Agreement.

“Application” means the application identified in Article 3 of Attachment 2 of this Agreement, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

“Construction Substantial Completion” means the stage of the Project when all construction tasks are complete such that the Recipient can use the Project for its intended use and only closeout activities remain. Activity to address or complete closeout activities will not prevent or disrupt use of the Project.



“Contingent Commitment” means the unobligated amounts of future available budget authority specified in law that FRA commits to obligate under the terms of this Agreement.

“Federal Share” means the sum of Agreement Federal Funds and Other Federal Funds. If there are no Other Federal Funds, the Federal Share is the same as the Agreement Federal Funds.

“General Terms and Conditions” means this Attachment 1.

“Other Federal Funds” means Federal funds that are part of the Approved Project Budget in Section 6.5 of Attachment 2 of this Agreement for the Project but are not obligated under this Agreement.

“Project” means the project proposed in the Application, as modified by the negotiated provisions of this Agreement, including Attachment 2 of this Agreement.

“Project Closeout” means the date that FRA notifies the Recipient that the award is closed out. Under 2 CFR § 200.344, Project Closeout should occur no later than one year after the end of the Period of Performance.

“Project Cost Savings” means the difference between the actual costs to complete the Project and the estimated total Project cost listed in Section 6.5 of Attachment 2 of this Agreement, if after the Recipient completes the tasks identified in Article 4 of Attachment 2 of this Agreement to FRA’s satisfaction, the actual Project costs are less than the estimated total Project costs.

“Rural Area” means any area that is not within an area designated as an urbanized area by the Bureau of the Census.

24.5 Calendar Dates

Unless otherwise specified, all dates and durations are in calendar days, calendar quarters, or calendar years, as appropriate.

24.6 Communication in Writing

Unless otherwise specified, all written communication may be provided by electronic mail.

24.7 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Agreement is not affected or impaired by such finding. A provision held to be unenforceable as applied to any party or circumstance remains applicable to other parties and circumstances.

ARTICLE 25: AGREEMENT EXECUTION AND EFFECTIVE DATE

25.1 Counterparts

This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.



25.2 Effective Date

The agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it.

ARTICLE 26: PROGRAM-SPECIFIC CLAUSES

26.1 Interstate Rail Compacts Grant Program

The Recipient agrees to comply with the clauses in Section 26.1 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.1 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Non-Federal Match. The Recipient will provide a Non-Federal match of not less than 50 percent of the eligible expenses under the grant.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1, the Recipient will comply with the following clauses, as applicable:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.1 of this Attachment 1, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.



(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.1(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Operator Limitation. Recipient's eligible expenses must be related to intercity passenger rail service to be operated by Amtrak.

(i) Reporting. As requested by FRA, the Recipient will report on:

- (1) the status of the planning efforts and coordination funded by the grant award;
- (2) plans for continued implementation of the interstate rail compact;
- (3) the status of, and data regarding, any new, restored, or enhanced rail services initiated under the interstate rail compact; and
- (4) other data and information as requested by FRA.

26.2 Railroad Crossing Elimination Program Clauses

The Recipient agrees to comply with the clauses in Section 26.2 of this Attachment 1.

Consistent with 49 U.S.C. §§ 22905(e) & 22909(j), clauses (b), (c), (d), and (g) of Section 26.2 of this Agreement 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law. In addition, clause (f) does not apply to: 1) the Alaska Railroad or its contractors; or 2) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

- (1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, “infrastructure project” has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a “rail carrier” as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad’s employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.2(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA’s website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Impacted Rail Carrier or Real Property Owner Approvals. In accordance with 49 U.S.C. § 22909(e)(2)(A), prior to proceeding with the construction of the Project funded by this Agreement, if applicable, Recipient will obtain necessary approvals to commence construction from any impacted rail carriers or real property owners. If the Project is a planning project, as described in 49 U.S.C. § 22909(d)(6), the Recipient agrees to work collaboratively with rail carriers and right-of-way owners.

(f) Labor Protective Arrangements

(1) Notwithstanding 49 U.S.C. § 22905(e)(1), and in accordance with 49 U.S.C. § 22909(j)(3), any employee covered by the Railway Labor Act (45 U.S.C. § 151 et seq.) and the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.) who is adversely affected by actions taken in connection with the project financed in whole or in part by such grant shall be covered by employee protective arrangements required to be established under 49 U.S.C. § 22905(c)(2)(B). In accordance with 49 U.S.C. § 22905(c)(2)(B), the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404, as such protective arrangements are described in the final FRA guidance titled Equivalent Protections for Railroad Employees and effective December 28, 2022, included herein in Exhibit B.

(2) In accordance with 49 U.S.C. § 22909(j)(3), Recipient, and any successors, assigns, and contractors of Recipient:

- i. shall be bound by the employee protective arrangements required under subparagraph (1); and
- ii. shall be responsible for the implementation of such arrangements and for the obligations under such arrangements, but may arrange for another entity to take initial responsibility for compliance with the conditions of such arrangement.

(3) Labor protections required pursuant to Subsection (f) of Section 26.2 of this Attachment 1 shall be documented consistent with Article 18 of this Attachment 1.

(g) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(h) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.3 Consolidated Rail Infrastructure and Safety Improvements Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.3 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.3 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49

U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes:



compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.3(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

26.4 Restoration and Enhancement Grants Clauses

The Recipient agrees to comply with the clauses in Section 26.4 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) and (c) through (g) of Section 26.4 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right-of-way and facilities under current law.

(a) Maximum Funding Limitation. A grant authorized by 49 U.S.C. § 22908 may not exceed:

- (1) 90 percent of the projected net operating costs for the first year of service;
- (2) 80 percent of the projected net operating costs for the second year of service;
- (3) 70 percent of the projected net operating costs for the third year of service;
- (4) 60 percent of the projected net operating costs for the fourth year of service;
- (5) 50 percent of the projected net operating costs for the fifth year of service;
- and
- (6) 30 percent of the projected net operating costs for the sixth year of service.

(b) Buy America. In lieu of Section 12.1 of this Agreement 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT, and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under Section 26.4 of this Attachment 1, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. § 10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the



Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.4(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).

(h) Route Reporting. The Recipient will provide similar information regarding the route performance, financial, and ridership projections, and capital and business plans that Amtrak is required to provide, and such other data and information as is required by Article 4 of Attachment 2 of this Agreement.

(i) Termination. In addition to the terms of this Attachment 1, FRA may terminate this Agreement upon the cessation of service, or the violation of any other term of this Agreement.

26.5 Federal-State Partnership for Intercity Passenger Rail and Federal-State Partnership for State of Good Repair Clauses

The Recipient agrees to comply with the clauses in Section 26.5 of this Attachment 1.

Consistent with 49 U.S.C. § 22905(e), clauses (b) through (g) of Section 26.5 of this Attachment 1 do not apply to: 1) commuter rail passenger transportation (as defined in 49 U.S.C. § 24102(3)) operations of a State or local government authority (as those terms are defined in 49 U.S.C. § 5302) or its contractor performing services in connection with commuter rail passenger operations; 2) the Alaska Railroad or its contractors; or 3) Amtrak's access rights to railroad right of way and facilities under current law.

(a) Federal Share. The Federal Share of total Project costs shall not exceed 80 percent.

(b) Buy America. In lieu of Section 12.1 of this Attachment 1:

(1) for infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2). For infrastructure projects, construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021) and 2 CFR part 184, as implemented by OMB, USDOT and FRA. The Recipient acknowledges that this Agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(2) for non-infrastructure projects, steel, iron, and manufactured products used in the Project are subject to 49 U.S.C. § 22905(a), as implemented by FRA. The Recipient acknowledges that this Agreement is neither a waiver of 49 U.S.C. § 22905(a)(1) nor a finding under 49 U.S.C. § 22905(a)(2).

(3) under this Section, "infrastructure project" has the definition provided in 2 CFR § 184.3.

(4) for all projects, the Recipient should under 2 CFR § 200.322, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 CFR § 200.322 in all subawards, contracts, and purchase orders under this award.

(c) Operators Deemed Rail Carriers. The Recipient recognizes and agrees that 49 U.S.C. § 22905(b) provides that persons conducting rail operations over rail infrastructure constructed or improved in whole or in part with funds provided under chapter 229 of Title 49, United States Code, will be considered a "rail carrier" as defined by 49 U.S.C. §

10102(5), for purposes of Title 49, United States Code, and any other statute that adopts that definition or in which that definition applies, including: the Railroad Retirement Act of 1974 (45 U.S.C. § 231 et seq.); the Railway Labor Act (45 U.S.C. § 151 et seq.); and the Railroad Unemployment Insurance Act (45 U.S.C. § 351 et seq.). The Recipient agrees to reflect this provision in its agreements (if any) with any entity operating rail services over such rail infrastructure.

(d) Railroad Agreements. In accordance with 49 U.S.C. § 22905(c)(1), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then Recipient represents that it has entered into a written agreement with that railroad owner, which includes: compensation for such use; assurances regarding the adequacy of infrastructure capacity to accommodate both existing and future freight and passenger operations; an assurance by the railroad that collective bargaining agreements with railroad's employees (including terms regulating the contracting of work) will remain in full force and effect according to their terms for work performed by the railroad on the railroad transportation corridor; and an assurance that Recipient complies with liability requirements consistent with 49 U.S.C. § 28103.

By signing this Agreement, Recipient certifies that the written agreement referenced in this Section 26.5(d) has been executed or is not required.

Additional guidance on compliance with the Railroad Agreements provisions is available on FRA's website at: <https://railroads.dot.gov/elibrary/frequently-asked-questions-about-rail-improvement-grant-conditions-under-49-usc-ss-22905c1>.

(e) Labor Protective Arrangements. In accordance with 49 U.S.C. § 22905(c)(2)(B), if the Project funded by this Agreement uses rights-of-way owned by a railroad, then the Recipient will ensure compliance with the protective arrangements that are equivalent to those established under Section 504 of the Railroad Revitalization and Regulatory Reform Act of 1976, 49 U.S.C. § 22404. Such protective arrangements are included herein as Exhibit B.5.

(f) Davis-Bacon and Related Acts Provisions. In accordance with 49 U.S.C. § 22905(c)(2)(A), if the Project funded by this Agreement uses rights-of-way owned by a railroad, the Recipient will ensure compliance with the standards of 49 U.S.C. § 24312 with respect to the Project in the same manner that Amtrak is required to comply with those standards for construction work financed under an agreement made under 49 U.S.C. § 24308(a). For these purposes, wages in collective bargaining agreements negotiated under the Railway Labor Act are deemed to comply with Davis-Bacon Act requirements.

(g) Replacement of Existing Intercity Passenger Rail Service. If an intercity passenger rail transportation provider replaces Amtrak intercity passenger rail service through a Project funded by this Agreement, then such provider must comply with the provisions of 49 U.S.C. § 22905(d).



(h) Northeast Corridor Cost Allocation. For projects located on the Northeast Corridor, as that term is defined in 49 U.S.C. § 24911(a)(4), Amtrak and the public authorities providing commuter rail passenger transportation at the Project location on the Northeast Corridor must remain in compliance with 49 U.S.C. § 24905(c)(2).

(i) Interest and Financing Costs. Pursuant to 49 U.S.C. § 24911(g)(2), interest and other financing costs of efficiently carrying out a part of the Project within a reasonable time are a cost of carrying out the Project under a Phased Funding Agreement, except that eligible costs may not be more than the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing. The Recipient will certify to FRA's satisfaction that the Recipient has shown reasonable diligence in seeking the most favorable financing terms.

###

Attachment 2

**PROJECT-SPECIFIC
TERMS AND CONDITIONS**

Project-Specific Terms and Conditions

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ARTICLE 1: PROJECT-SPECIFIC DESIGNATIONS

1.1 Recipient

This Agreement (Agreement) is between the Federal Railroad Administration (FRA) and the County of Chelan, Washington (the Recipient).

1.2 Project and Purpose

The purpose of this award is to fund a Fiscal Year (FY) 2023-2024 Railroad Crossing Elimination grant for the Malaga Waterfront Park Grade Crossing Improvements (the Project), as described in Article 4 of this Attachment 2, to help achieve the goals identified in the Notice of Funding Opportunity for Railroad Crossing Elimination Program, 89 Fed. Reg. 56788, July 10, 2024, that solicited applications for Federal financial assistance. FRA and the Recipient will accomplish that purpose by timely completing the Project and ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Application.

1.3 Program Designations

- (a) Research and Development. This award is not for research and development.
- (b) Project Size. This award is for a non-Major Project as that term is defined in FRA Guidance on Development and Implementation of Railroad Capital Projects, July 18, 2025 (Railroad Capital Projects Guidance).
- (c) Phased Funding. This award is not a phased funding agreement as further discussed in Section 6.7 of this Attachment 2.
- (d) Grant or Cooperative Agreement. This award is made as a Grant Agreement.
- (e) Security Risk. This award is for a Project that has a low security risk.
- (f) Rural Area. This award is for a Project in a Rural Area.

ARTICLE 2: SPECIAL TERMS AND CONDITIONS

There are no special terms for this award.

ARTICLE 3: ADMINISTRATIVE INFORMATION

3.1 Application

Application Title: Malaga Waterfront Park Grade Crossing Improvements

Application Date: September 23, 2024

3.2 FRA Awarding Official

FRA Office of Railroad Development
Federal Railroad Administration
1200 New Jersey Ave, SE
Washington, DC 20590
FRA-Grants@dot.gov

3.3 Federal Award Date

The "Federal Award Date" is the effective date of this Agreement, as defined under Section 25.2 of Attachment 1 of this Agreement.

3.4 Program Name and Assistance Listings Number

For the FY 2023-FY2024 Railroad Crossing Elimination Program, the Assistance Listings Number is 20.327 and the Assistance Listings Title is Railroad Crossing Elimination.

3.5 Recipient's Unique Entity Identifier

The Recipient's Unique Entity Identifier, as defined at 2 C.F.R. § 25.415, is listed in Section 1B on the Agreement cover sheet.

3.6 Federal Award Identification Number

The Federal Award Identification Number is listed in Section 2 on the Agreement cover sheet as the "Agreement Number."

ARTICLE 4: STATEMENT OF WORK

4.1 General Project Description

The Project aims to address the increase in traffic using the at-grade crossing on West Malaga Road and improve safety of the at-grade crossing and pathway-rail crossing. The park entrance will be on West Malaga Road immediately following the crossing (DOT #065815G) at Burlington Northern and Santa Fe Railway (BNSF) Railway Milepost 1643.3.

The at-grade crossing improvements include automatic crossing gates with active warning devices such as double sided flashing lights for vehicular traffic, the addition of a multi-use trail grade crossing, new grade crossing panels, thermoplastic railroad crossing pavement markings, updated striping and signage and an acceleration lane onto Malaga-Alcoa Hwy in order to keep the railroad safety zone clear when considering the increased traffic through the crossing.

4.2 Project Location

The Malaga Waterfront Park Grade Crossing Improvements Project is in the southeastern section of Chelan County, Washington. The project area is bordered on the North by the Columbia River and the South by Malaga, an unincorporated community within Chelan County. The centroid geospatial project information is 47.372408, -120.197144 at the center of the crossing. The BNSF Railway milepost is

1643.3. The NE end point of the project area where the multi-use path will tie into the existing road is Lat: 47.372515°, Long: -120.196521° and the NW end point where highway acceleration lane paving starts is Lat: 47.372396°, Long: -120.201744°. The corridor has a daily train count of 14 with 2 of those being passenger trains. The tracks are owned by BNSF and are used by BNSF and Amtrak.

4.3 Project Scope

The Recipient will notify FRA in writing of any requested changes in Project Scope and will not proceed with the changed scope unless approved by FRA in writing. If approved, changes to Project Scope may require additional environmental review or an amendment to this Agreement.

Task 1: Project Administration and Management

Subtask 1.1: Project Administration

The Recipient will perform all tasks required for the Project through a coordinated process, which will involve affected railroad owners, operators, and funding partners, including:

- BNSF, infrastructure owner / operating RR
- FRA

The Recipient will facilitate the coordination of all activities necessary for implementation of the Project. The Recipient will:

- Participate in a Project kickoff meeting with FRA following award;
- Complete necessary steps to hire a qualified consultant/contractor to perform required Project work, as necessary;
- Hold regularly scheduled Project meetings with FRA;
- Inspect and approve work as it is completed; and
- Participate in other coordination, as needed.

The Recipient will demonstrate to FRA that it is carrying out the project benefits in the most cost-efficient manner.

Subtask 1.2: Project Management Plan

The Recipient will prepare a Project Management Plan (PMP), that describes how the Project will be implemented and monitored to ensure effective, efficient, and safe delivery of the Project on time and within budget. The PMP will describe, in detail, the activities and steps necessary to complete the tasks outlined in this Statement of Work.

The PMP will include a Project Schedule and Project Budget for the work to be performed under this Agreement. The Project Schedule will be consistent with the Estimated Project Schedule in Section 5.2 of this Attachment 2 but provide a greater level of detail. Similarly, the Project Budget should be consistent with the Approved Project Budget in Section 6.5 of this Attachment 2 but provide a greater level of detail.

The Recipient will submit the PMP to FRA for review and approval. The Recipient will implement the Project as described in the approved PMP. The Recipient will not begin work on subsequent tasks until FRA has provided written approval of the PMP, unless FRA has provided pre-award authority for such work under Section 6.6 of this Attachment 2. FRA will not reimburse the Recipient for costs incurred in contravention of this requirement.

FRA may require the Recipient to update the PMP. The Recipient will submit any such updates to FRA for review and approval, and FRA will determine if updates to the PMP require an amendment to this Agreement. The Project Budget and Project Schedule may be revised consistent with Article 5 of Attachment 1 of this Agreement without amending this Agreement.

The Recipient will identify agreements governing the construction, operation, and maintenance of the Project in the PMP. If requested by FRA, the Recipient will provide FRA the final, executed copies of any agreements within ten business days of the request.

The PMP will be consistent with the FRA Guidance on Development and Implementation of Railroad Capital Projects (Railroad Capital Projects Guidance) and 49 U.S.C. § 22903, as applicable.

Subtask 1.3: Project Closeout

The Recipient will submit a Final Performance Report as required by Section 7.2 of Attachment 1 of this Agreement, which should describe the cumulative activities of the Project, including a complete description of the Recipient's achievements with respect to the Project objectives and milestones.

Task 1 Deliverables:

Deliverable ID	Subtask	Deliverable Name
1.1	1.2	Project Management Plan
1.2	1.3	Final Performance Report

Task 2: Preliminary Engineering

The Recipient will not commence work on Task 2: Preliminary Engineering until FRA has approved the PMP deliverable described in Task 1: Project Administration and Management and provided written notification to proceed.

The Recipient will complete and submit a preliminary engineering (PE) design set to FRA for acceptance, as specified in the PMP. The PE design set will include engineering from concept through the 30% design level, as detailed in the PMP, which may include but is not limited to necessary field surveys, necessary railroad coordination, construction phasing, and preparation of drawings and cost estimates. The PE Design Set will include all design development and project delivery documentation, along with eligible

and allowable cost estimates, with associated project timelines necessary to demonstrate the effectiveness, feasibility, and readiness of the Project for final design and construction.

The Recipient will arrange an on-site safety diagnostic meeting and invite FRA personnel, Railroad Representative, Roadway Representative, and designers to determine the safety improvements needed. Copy of the on-site safety diagnostic review meeting minutes and the decisions made shall be available to FRA (for records only). PE design will reflect the meeting minutes and decisions made.

Task 2 Deliverables:

Deliverable ID	Subtask	Deliverable Name
2.1	2.2	Preliminary Engineering (PE) Design Set

Task 3: Environmental Analysis

The Recipient will not commence work on Task 3: Environmental Review until FRA has approved the PMP deliverable described in Task 1: Project Administration and Management and provided written notification to proceed.

The Recipient will prepare all required documentation to comply with applicable environmental laws, including but not limited to the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act, Section 4(f) of the US DOT Act, and Section 7 of the Endangered Species Act, as well as applicable implementing regulations and guidance. The Recipient will provide FRA with sufficient information to determine the NEPA Class of Action and will prepare the appropriate environmental documentation as detailed in the PMP. The Recipient will identify in the PMP information and activities necessary to perform and complete the required environmental review.

The Recipient will consult with FRA before initiating any ground-disturbing activities (i.e., geotechnical boring, trenching, tree clearing, vegetation removal, etc.) to occur prior to completing the environmental review for the Project, including ground-disturbing activities in support of design. As requested by FRA, the Recipient will provide to FRA all information necessary to comply with applicable Federal laws and regulations for the ground-disturbing activities, including but not limited to NEPA, Section 106, Section 4(f), and other applicable environmental laws, regulations, Executive Orders, and requirements. The Recipient will not proceed with ground-disturbing activities until after FRA has provided the Recipient with a written notice to proceed.

Task 3 Deliverables:

Deliverable ID	Subtask	Deliverable Name
3.1	3.2	Final NEPA Documentation

Task 4: Final Design

The Recipient will not commence work on Task 4: Final Design (FD) until FRA has approved the PMP deliverable described in Task 1: Project Administration and Management and approved environmental documentation and accepted Preliminary Engineering, as described in Tasks 2 and 3, respectively.

The Recipient will create Final Design materials for FRA review and acceptance that include, but are not limited to, design plans, specifications, cost, and timeline estimates that demonstrate the Project's feasibility and readiness for construction. Submitted plans will contain an engineer's schedule, a construction estimate, and proof of approval from the Recipient and all affected stakeholders. The Recipient will not initiate construction until FRA accepts the FD Package in writing and provided written approval to proceed to construction.

Task 4 Deliverables:

Deliverable ID	Subtask	Deliverable Name
4.1	4.2	Final Design Package

Task 5: Construction

The Recipient will complete the construction of the Project in accordance with the FRA-approved environmental document(s) and FRA-accepted Final Design Package. The Recipient will not perform Task 5: Construction unless: (1) all other work under this Agreement is complete, and (2) FRA provides the Recipient with written approval to proceed with Task 5: Construction. This task includes the procurement of materials, sitework, force account work, environmental mitigation, and any construction engineering related activities to accomplish the Project described in Article 4.1 of this agreement.

The Recipient will construct or, cause to be constructed, activities associated with at-grade railroad crossing improvements within the Project location described in Article 4.2 of this Agreement. At-grade railroad crossing improvement activities may include, but are not limited to, replacing worn-out pavement, rail or ties; actions to minimize the effects of horizontal and vertical curves; installing or upgrading flashing lights, gates, bells, and roadway markings to meet MUTCD standards; adjusting nearby traffic signals to synchronize with train movements to prevent congestion; sight distance improvements by clearing vegetation, adjusting signage, and modifying roadway approaches to improve visibility; drainage improvements; and adding sidewalks, fencing, and designated crossings.

Task 5 Deliverables:

Deliverable ID	Subtask	Deliverable Name
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5.1	5.2	None
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4.4 Implement Required Environmental Commitments

The Recipient will implement any environmental commitments identified through the NEPA process conducted under Task 3 Environmental Analysis.

ARTICLE 5: AWARD DATES AND ESTIMATED PROJECT SCHEDULE

5.1 Award Dates

Budget Period End Date: May 31, 2029

Period of Performance End Date: May 31, 2029

5.2 Estimated Project Schedule

Milestones associated with this Agreement are identified in Table 5-A: Estimated Project Schedule. The Recipient will complete these milestones to FRA's satisfaction by the Schedule Date, subject to Article 5 of Attachment 1 of this Agreement. The Recipient will notify FRA in writing when it believes it has achieved the milestone.

Table 5-A: Estimated Project Schedule

Milestone	Schedule Date
Project Management Plan	December 31, 2026
Preliminary Engineering Completion	December 31, 2026
NEPA Completion	January 31, 2026
Final Design Completion	June 30, 2027
Construction Substantial Completion	November 30, 2028

ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

6.1 Award Amount

Agreement Federal Funds: \$1,517,540

6.2 Federal Obligation Information

Federal Obligation Type: Single

6.3 Federal Authorization and Funding Source.

Authorizing Statute:

Sections 22104 and 22305 of the Infrastructure Investment and Jobs Act, Public Law 117-58 (November 15, 2021); 49 U.S.C. § 22909

Appropriation:

Infrastructure Investment and Jobs Act, Division J, Title VIII (Public Law 117-58 (November 15, 2021))

6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until expended.

6.5 Approved Project Budget

The estimated total Project cost under this Agreement is \$1,896,925.

FRA will contribute a maximum of 80 percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

The Recipient will contribute \$379,385 in Agreement Non-Federal Funds. Recipient's Agreement Non-Federal Funds are comprised of cash and \$82,245 for Preliminary Engineering costs incurred before project selection (but after November 15, 2021) pursuant to 49 U.S.C. § 22909(g).

The Recipient will complete the Project to FRA's satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

Table 6-A: Approved Table 6-A: Project Budget by Task

Task #	Task Title	Agreement Federal Funds	Agreement Non-Federal Funds	Total
1	Project Administration and Management	\$36,000	\$9,000	\$45,000
2	Preliminary Engineering	\$0	\$82,245	\$82,245
3	Environmental Analysis	\$56,000	\$14,000	\$70,000
4	Final Design	\$96,000	\$24,000	\$120,000
5	Construction	\$1,329,540	\$250,140	\$1,579,680

Total	\$1,517,540	\$379,385	\$1,896,925
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Table 6-B: Approved Project Budget by Source

Funding Source	Total Amount	Percentage of Total Project Cost
Federal Share	\$1,517,540	80%
Agreement Federal Funds	\$1,517,540	80%
FY 23-24 RCE	\$1,517,540	80%
Agreement Non-Federal Funds	\$379,385	20%
Chelan County, WA	\$379,385	20%

6.6 Pre-Award Costs

None.

6.7 Phased Funding Agreement

Not applicable.

ARTICLE 7: PERFORMANCE MEASUREMENT INFORMATION

Table 7-A: Performance Measurement Table identifies the performance measures that this Project is expected to achieve. These performance measures will enable FRA to assess the Recipient's progress in achieving grant program goals and objectives. The Recipient will report on these performance measures in accordance with the frequency and duration specified in Table 7-A.

Upon Project completion, the Recipient will submit reports comparing the actual Project performance of the new and or improved asset(s) against the pre-Project (baseline) performance and expected post-Project performance as described in Table 7-A. The Recipient will submit the performance measures report to the Project Manager in accordance with Table 7-A.

Table 7-A: Performance Measurement Table

Goal	Objective	Performance Measure	Description of Measure	Measurement	Reporting
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Goal 1	Measurement of increased vehicular traffic count safely utilizing the at grade crossing	Average Daily Traffic Counts	Average traffic volumes per day calculated from the average count derived from a sampling of daily counts	Pre-Project (Baseline) Performance as of: The quarter before construction begins	Frequency: Yearly
				Expected Post-Project Performance: Sample days measured quarterly to derive the yearly ADT beginning the year after the project opens for its first full year of operation	Duration: Three years
Goal 2	Measurement of Bicycle and Pedestrian Volume safely utilizing the pathway-rail grade crossing	Bicycle and Pedestrian Daily Counts	Average pedestrian and bicycle volume across the pathway-rail crossing derived from a sampling of daily counts	Pre-Project (Baseline) Performance as of: The quarter before construction begins	Frequency: Yearly
				Expected Post-Project Performance: Sample days measured quarterly to derive the yearly ADT beginning the year after the project opens for its first full year of operation	Duration: Three years

The Recipient will prepare a Project Outcomes Report pursuant to Section 8.3 of Attachment 1 of this Agreement.

ARTICLE 8: ENVIRONMENTAL COMPLIANCE

In accordance with the National Environmental Policy Act (NEPA; 42 U.S.C. § 4321 et seq.), other environmental statutes, related regulatory requirements, and FRA's NEPA-implementing regulations (23

C.F.R. part 771), FRA has determined that the actions funded under this Agreement as described in this Attachment 2, Section 4.3, Tasks 1-3, are categorically excluded from detailed environmental review pursuant to 23 C.F.R. § 771.116 (c) (1) and (3). In accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108; 36 C.F.R. part 800), FRA has also determined that the actions funded under this Agreement have no potential to cause effects to historic properties. The actions do not require the use of property protected by Section 4(f) of the Department of Transportation Act (49 U.S.C. § 303; 23 C.F.R. part 774).

Categorical exclusion (CE) means a category of actions that a Federal agency has determined normally do not have a significant impact on the quality of the human environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). 42 U.S.C. § 4336e(1). In analyzing the applicability of a CE, FRA also considered whether unusual circumstances are present that would warrant a more detailed environmental review through the preparation of an EA or EIS. In accordance with 23 C.F.R. § 771.116 (a) and (b), FRA has further concluded that no unusual circumstances exist with respect to development of the activities funded under this grant that might trigger the need for a more detailed environmental review.

Should conditions or the scope of the action change, the Recipient must notify FRA and receive written response and notice to proceed before proceeding. FRA will evaluate whether this determination remains applicable or if additional environmental review is necessary.

ARTICLE 9: LABOR AND WORK

9.1 Efforts to Support Good-Paying Jobs and Strong Labor Standards

This Section identifies the Recipient's efforts to support good-paying jobs and strong labor standards related to the Project. The Recipient certifies that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union.
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences.
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment.
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies.

	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards.
X	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described below.
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

9.2 Supporting Narrative

Chelan County is a member of the Municipal Research and Services Center of Washington (MRSC) Consultant and Small Works Roster.¹ MRSC Rosters connects small businesses with public agencies in Washington State for projects, consulting opportunities, and goods and services. The County will take all necessary steps to assure that area firms are used, when possible, in accordance with 2 CFR 200.321 and will encourage contractors working on activities funded under this Agreement to utilize local workforce and development programs.

In addition, this at-grade improvement project will facilitate the development of Malaga Waterfront Park. The park development will lead to the creation of good-paying jobs with the free and fair choice to join a union. The planned development encompasses approximately 38 acres along the Columbia River and will be the only designated recreational space to include more than a small playground within up to 15 miles of Malaga residents. The Recipient expects the Project will lead to jobs created by tourism and increased visitation by residents within a tri-county area and beyond and will bring more business traffic to existing and new local businesses as well as create job opportunities within the park.

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¹ <https://mrscrosters.org/>



U.S. Department of Transportation
Federal Railroad Administration

Exhibits

Revision Date: November 19, 2025

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EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this Agreement, the Recipient assures and certifies, with respect to this award, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this Agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this Agreement include, but are not limited to, the following:

GENERAL FEDERAL LEGISLATION

- a. Davis-Bacon Act – 40 U.S.C. § 3141 et seq.
- b. Federal Fair Labor Standards Act – 29 U.S.C. § 201 et seq.
- c. Hatch Act – 5 U.S.C. § 1501 et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. § 4601 et seq.
- e. National Historic Preservation Act of 1966 (Section 106) – 54 U.S.C. § 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. §§ 312501-312508
- g. Native American Graves Protection and Repatriation Act – 25 U.S.C. § 3001 et seq.
- h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401 et seq.
- i. Clean Water Act, as amended – 33 U.S.C. § 1251 et seq.
- j. Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536 et seq.
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451 et seq.
- l. Flood Disaster Protection Act of 1973, Section 102(a) – 42 U.S.C. § 4012a
- m. Age Discrimination Act of 1975 – 42 U.S.C. § 6101 et seq.
- n. American Indian Religious Freedom Act, as amended – P.L. 95-341
- o. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. §§ 290dd–290dd-2
- p. Architectural Barriers Act of 1968 – 42 U.S.C. § 4151 et seq.
- q. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42, Section 403 – 42 U.S.C. § 8373
- r. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701 et seq.
- s. Copeland Anti-kickback Act, as amended – 18 U.S.C. § 874 and 40 U.S.C. § 3145
- t. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321 et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271 et seq.
- v. Single Audit Act of 1984 – 31 U.S.C. § 7501 et seq.
- w. Americans with Disabilities Act of 1990 – 42 U.S.C. § 12101 et seq.
- x. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
- y. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. § 794
- z. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.
- aa. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- bb. Freedom of Information Act, as amended – 5 U.S.C. § 552
- cc. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
- dd. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201 et seq.
- ee. Noise Control Act of 1972 – 42 U.S.C. § 4901 et seq.
- ff. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661 et seq.
- gg. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. §§ 401 and

525

- hh. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. § 303
- ii. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601–9657
- jj. Safe Drinking Water Act – 42 U.S.C. §§ 300f–300j-26
- kk. The Wilderness Act – 16 U.S.C. §§ 1131–1136
- ll. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
- mm. Migratory Bird Treaty Act – 16 U.S.C. § 703 et seq.
- nn. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended by Section 6202 of Public Law 110-252)
- oo. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- pp. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
- qq. Efficient Environmental Reviews – 23 U.S.C. § 139
- rr. Grant Conditions – 49 U.S.C. § 22905
- ss. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

GENERAL FEDERAL REGULATIONS

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 CFR Part 13
- d. Procedures for predetermination of wage rates – 29 CFR Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 CFR Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 CFR Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60 et seq.
- h. New Restrictions on Lobbying – 49 CFR Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation –



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- Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 CFR Part 24
 - k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
 - l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
 - m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
 - n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
 - o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 CFR Part 30
 - p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
 - q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38
 - r. Environmental Impact and Related Procedures – 23 CFR Part 771
 - s. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 CFR Part 774

Specific assurances required to be included in the Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this Agreement.



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EXHIBIT B: ADDITIONAL STANDARD TERMS



EXHIBIT B.1: TITLE VI ASSURANCES

TITLE VI ASSURANCE

Implementing Title VI of the Civil Rights Act of 1964, as amended

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 CFR Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Application and by entering into this Agreement, the Recipient **HEREBY AGREES THAT**, as a condition to receiving Federal financial assistance from the Federal Railroad Administration (FRA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 CFR Section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including FRA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, including any amendments thereto, will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.



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7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FRA. You must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the FRA under this Agreement. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the program or project funded under this Agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The



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contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), 23 U.S.C. § 117 and the policies and procedures prescribed by the Federal Railroad Administration (FRA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex) (as applicable);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131–12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.).

EXHIBIT B.2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

2 CFR Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost \$25,000 or more—as defined in 2 CFR Parts 180 and 1200.

By signing and submitting the Application and by entering into this Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust



statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification – Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FRA approval or estimated to cost \$25,000 or more – 2 CFR Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT B.3: REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by Sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the **“SAM”**) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4 Prohibition. If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. Mandatory Notice to the USDOT.

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. Flow Down. For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

EXHIBIT B.4: RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.



(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT B.5: EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B)

This Exhibit provides guidance on the protective arrangements equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization Reform Act of 1976, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this Exhibit.

1. Definitions. Whenever used in this Exhibit, capitalized terms shall have the meanings below:

(a) “Average Monthly Compensation” means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.

(b) “Average Monthly Time” means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).

(c) “Day” means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this Exhibit.

(d) “Displaced Employee” means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee’s status as a Displaced Employee begins on the date said employee is harmed.

(e) “Dismissed Employee” means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee’s position, or (ii) the Railroad eliminates another employee’s position (and that employee’s exercise of seniority rights results in the Protected Employee’s inability to secure another position by the exercise of the Protected Employee’s seniority rights); and (2) is unable to secure another position by exercise of their seniority rights. A Protected Employee’s status as a Dismissed Employee begins on the date said employee is deprived of employment.

(f) “Project” means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).

(g) “Protected Employee” means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this Exhibit, then that employee is a Protected Employee under this Exhibit. An employee’s status as a Protected Employee shall continue for the duration of the applicable Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this Exhibit.

(h) “Protective Period” means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this Exhibit. The Protective Period begins

on the date an employee of a Railroad is displaced or dismissed and ends after six (6) years. However, the Protective Period for any particular employee shall not continue longer than the period of time the Railroad employed the employee prior to the date of their displacement or dismissal. For purposes of this Exhibit, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936, as amended.

(i) "Recipient" means any person or entity receiving financial assistance subject to the requirements of 49 U.S.C. § 22905(c), including grantees, subrecipients, contractors, and subcontractors.

(j) "Railroad" means (1) a railroad carrier as defined in 49 U.S.C. § 20102(3), or (2) any person deemed a rail carrier pursuant to 49 U.S.C. § 22905(b).

2. Flow Down.

(a) In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this Exhibit. The Recipient shall make the acceptance of this Exhibit a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).

(b) The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 22905(c) and the applicability of these protections.

(c) Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this Exhibit to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

3. Collective Bargaining Agreements.

(a) **Existing Agreements.** The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad's employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this section shall mean that a determination of whether or not such work validly may be subcontracted by a Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this Exhibit shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.

(b) **Election by Protected Employee.** Where a Protected Employee is eligible for protections under both this Exhibit and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this Exhibit and protection under such other arrangement. After

such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

4. Change in Operations, Services, Facilities, or Equipment.

(a) **Notice.** When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

(b) **Negotiations.**

(i) **Initiation of Negotiation.** Within sixty (60) days after the Railroad issues a notice under Section 4(a) of this Exhibit, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this Exhibit. These negotiations shall commence within fourteen (14) days from the receipt of such request.

(ii) **Subject of Negotiations.** Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this Exhibit. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

(c) **Arbitration.** If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

(i) **Notice & Selection of Arbitrator.** Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.



(ii) Binding Decision. The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the date of the commencement of the hearing of the dispute.

(iii) Expenses. The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) Implementation. If a notice is issued under Section 4(a), the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section 4(a), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section 4(b), if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section 4(c).

5. Protections for Displaced Employees

(a) Displacement Allowances

(i) In General. If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

(ii) Application of Displacement Allowance. If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this section as occupying the position such employee elects to decline.

(iii) Early Expiration. The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.

(b) **Moving Expenses.** Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

(i) **Prior Agreement.** The exact extent of the responsibility of a Railroad under this Section and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

(ii) **Exception.** Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Section.

(iii) **Furloughed Employees.** The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section 5(b) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

(iv) **Reimbursement.** A claim for reimbursement shall be paid under the provisions of this Section within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.

(c) **Losses from Home Sale or Contract Termination.** Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:

(i) **Home Sale for Less Than Fair Market Value.** If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section 5(c)(vi), unless a controversy arises as to which Section 5(c)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.

(ii) **Election to Receive Closing Costs.** The Displaced Employee may elect to waive the provisions of Section 5(c)(i) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include



the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.

(iii) Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

(iv) Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.

(v) Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Section.

(vi) Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section 5(c) within one (1) year of the date the Displaced Employee's claim accrues.

(vii) Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.

A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) Failure to Exercise Seniority Rights. If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections 5(b)&(c).



6. Protections for Dismissed Employees.

(a) **Dismissal Allowance.** A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.

(i) **Monthly Dismissal Allowance Calculation.** The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.

(ii) **Submission of Claim.** A claim for the initial month of a dismissal allowance shall be paid within ninety (90) days and a claim for a subsequent month shall be paid within sixty (60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this Exhibit.

(iii) **Reduction or Suspension of Dismissal Allowance.** If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

(iv) **Early Termination.** The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.

(b) **Separation Allowance.** A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this Exhibit) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.

(c) **Priority of Employment or Re-Employment.** Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of

employment or re-employment must not be in contravention of any relevant collective bargaining agreements.

(i) **Training or Re-Training.** In the event such training or retraining is requested by a Protected Employee pursuant to Section 6(c), the Railroad shall provide such training or retraining at no cost to the Protected Employee.

(ii) **Waiver of Protections.** If a Protected Employee who has made a request under Section 6(c) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this Exhibit.

7. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

8. Arbitration of Disputes.

(a) **Scope.** Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this Exhibit (other than those Sections of this Exhibit that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

(b) **Notice.** The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.

(c) **Selection of Members.** Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

(d) **Multiple Representatives.** In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor

organization representatives; provided, however, that the decision in such case shall be made by the neutral member.

(e) **Decisions Binding.** The decision, by majority vote except as provided otherwise in paragraph (d) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(f) **Expenses.** The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

9. Classification of a Protected Employee. In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty (30) days after the dispute arises pursuant to the arbitration procedures in Section 8. For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.

10. Resolution of Disputes for Non-Bargaining Unit Protected Employees. Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this Exhibit. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this Exhibit that cannot be settled by the parties within thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this Exhibit, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

11. Severability. In the event any provision of this Exhibit is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Exhibit shall not be affected.



U.S. Department of Transportation
Federal Railroad Administration

EXHIBIT C: QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS

Quarterly Project Progress Reports and Recertifications are available at:
<https://railroads.dot.gov/grants-loans/fra-reports>

BLUE PINE FUELS

WILDFIRE MITIGATION STRATEGY & SERVICES

CONTRACT FOR SERVICES

Coulter Creek Fuel Break Pile Burning Project

This Agreement is made and entered into as of September 22, 2026, by and between **Chelan County Natural Resources** ("County") and **Blue Pine Fuels Inc.**, a Washington corporation located in Leavenworth, WA ("Contractor"). Contractor shall furnish all labor, equipment, and materials necessary to perform pile covering and pile burning services on the Coulter Creek Fuel Break as described herein. Work shall commence on **September 28, 2026** and shall be substantially complete no later than **December 31, 2026**. The total contract price shall not exceed **Nine Thousand Seven Hundred Thirty Dollars (\$9,730.00)**. Because pile ignition depends on adequate snow cover and burn authorization, the completion date may be extended by mutual written agreement of the parties at no additional cost to the County.

1. Project Information

Contractor: Blue Pine Fuels Inc., Leavenworth, WA

Client: Chelan County Natural Resources

Project area: Coulter Creek Fuel Break, approx. 30 acres of machine-piled slash

Estimated pile count: 60 piles (1–2 per acre)

2. Project Overview

Contractor will prepare and burn approximately 60 machine piles within the Coulter Creek Fuel Break. Work occurs in two phases. In the fall, crews will cover the piles with paper so each pile retains a dry ignition core through winter. When snow covers the ground, crews will burn the piles. Snow cover reduces the risk of escape and creep, and limits impacts on the surrounding stand and soils.

3. Scope of Work

Phase 1: Pile Covering (October 2026)

A 2-person crew will cover each pile with burnable kraft pile paper. The paper will be placed over the top of the pile to shed rain and snow and keep a dry section available for ignition. The paper will be held down with slash from the pile so it remains in place through winter. Crews will record pile locations (GPS) and pile condition to support the winter burn.

- Crew: 2 personnel
- Duration: 2 days (8-hour days)
- Access: standard vehicle and foot access

Phase 2: Pile Burning (Winter 2026–27, snow on ground)

Burning will occur on days that meet burn permit and smoke management requirements and that have adequate snow cover. The crew will access the site by snowmobile and tracked side-by-side and will ignite the

covered piles with drip torches. Crew members will monitor the piles during active burning. On a later day, the crew will return to patrol and confirm that no piles are creeping or holding heat in a manner that could cause problems.

- Burn days: 2 personnel, 3 days
- Patrol: 1 person, 1 day
- Equipment: snowmobiles and 1 tracked side-by-side

4. Compensation

The County shall pay Contractor on a time-and-materials basis at the rates below, not to exceed the total contract price of \$9,730.00. Washington State sales tax, if applicable, is not included and will be added to the invoice as required by law.

Item	Qty	Rate	Cost
Phase 1: Pile Covering			
Crew labor (2 crew × 2 days × 8 hrs)	32 hrs	\$85/hr	\$2,720
Pile paper	60 piles	allowance	\$600
Phase 2: Pile Burning			
Burn day labor (2 crew × 3 days × 8 hrs)	48 hrs	\$85/hr	\$4,080
Patrol labor (1 crew × 8 hrs)	8 hrs	\$85/hr	\$680
Tracked side-by-side (burn + patrol)	4 days	\$350/day	\$1,400
Ignition supplies (drip torch fuel, etc.)	allowance		\$250
Total Contract Price			\$9,730

Contractor will invoice following completion of each phase. Payment is due within thirty (30) days of invoice date.

5. Terms and Conditions

- Permits and authorization. Burning is contingent upon a valid burn permit and applicable smoke management approval. The County shall assist in securing site access and any landowner authorization required for the work.
- Weather and access. Pile ignition requires adequate snow cover and safe over-snow access. Contractor will coordinate burn days with the County.
- Changes. Any change to the scope, schedule, or price must be agreed to in writing by both parties before the additional work begins.
- Insurance and licensing. Contractor shall maintain general liability and workers' compensation coverage as required by Washington State law and shall provide certificates of insurance upon request.
- Safety. Contractor shall furnish personal protective equipment and shall conduct operations in accordance with applicable safety standards and the approved burn plan.

6. Signatures

The parties, by signing below, agree to the terms of this Agreement.

CONTRACTOR — Blue Pine Fuels Inc.

Signature

Date: 9/22/26

Printed Name: Sean Frank

Title: Account Manager

CLIENT — Chelan County Natural Resources

Signature

Printed Name: _____

Title: _____

430-HFA 602-97H
Lower Chiwawa River Restoration

Priest Rapids Habitat Conservation Supplemental Funding Agreement No. 430-HFA 602-97H

This Agreement upon full execution is by and between Public Utility District No. 2 of Grant County, Washington ("Grant") for and on behalf of the Priest Rapids Coordinating Committee Habitat Subcommittee ("PRCCHSC") and Chelan County Natural Resources Department, ("Sponsor" or "CCNRD"), a municipal corporation organized and existing under the laws of the State of Washington referred to as "Party" or collectively the "Parties".

WHEREAS, Grant as part of its Priest Rapids Project Salmon and Steelhead Settlement Agreement has established the Priest Rapids Habitat Conservation Fund ("Habitat Supplemental Fund 602") to mitigate for Priest Rapids Project effects on anadromous salmonid populations;

WHEREAS, The PRCCHSC has determined that an expenditure should be made from the Habitat Supplemental Fund 602 for the project which is more fully described in Exhibit "A" attached hereto, hereinafter referred to as the ("Project"); and

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

1. Completion of Project. Contractor shall undertake and complete the Project as described in Exhibit "A". Contractor warrants and represents that all work will be performed in accordance with all applicable federal, state and local laws and regulations.

2. Term Schedule. This Agreement shall be effective upon full execution and shall remain in full force and effect June 30, 2031 or until terminated pursuant to Section 7.

3. Payment by Grant. Compensation for services rendered shall be based on the actual costs incurred by Contractor on this project. Grant shall pay Contractor upon completion of work and receipt of invoice and approval by the PRCCHSC. In no event, however, shall the total amount paid to Contractor for services and all reimbursable costs exceed the sum of \$823,158.00 (including all applicable taxes) unless an Amendment authorizing the same is issued in accordance with Section 13 below.

All invoices shall be submitted in PDF format only to the following email address:

E-mail: AccountsPayable@gcpud.org

All other invoice-related questions shall be directed to:

E-mail: APInquiries@gcpud.org

Phone: (509) 754-7940

4. Administrator. Dave Duvall shall be the Administrator of this Agreement for Grant and the PRCCHSC and Scott Bailey shall be the Administrator of this Agreement for the Contractor.

5. Uncontrollable Forces. Neither Party shall be considered to be in default with any respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of uncontrollable forces. The term "uncontrollable forces", for the purpose of this Agreement, shall mean any cause beyond the reasonable control of the Party affected, including, but not limited to, destruction, failure or impairment of facilities resulting from accident, flood, earthquake, storm, lightening, fire, epidemic, war, riot, civil disturbance, strike, labor disturbance, sabotage, restraint by court or public authority, or act or

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Lower Chiwawa River Restoration

failure to act by court or public authority, which by exercise of due diligence and foresight the Party could not reasonably have been expected to avoid.

6. Relationship of Parties. Nothing in this Agreement shall be construed to create an association, joint venture, trust, or partnership or impose a trust or partnership covenant, obligation, or liability on or with regard to any one or more of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. No Party shall have a right or power to bind the other Party without its express written consent.

7. Termination. Each Party retains the right to terminate this Agreement upon 30 days notice. No termination of this Agreement shall release the Parties from any liability or obligation with respect to any matter occurring prior to such termination.

8. Records. The Parties hereto shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the terms described herein. Said 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 shall be retained for six years after expiration 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.

9. Notice. Any notice or other communication under this Agreement given by either party shall be sent via email to the email address listed below, or mailed, properly addressed and stamped with the required postage, to the intended recipient at the address and to the attention of the person specified below and shall be deemed served when received and not mailed. Either party may from time to time change such address by giving the other party notice of such change.

Public Utility District No. 2 of Grant County, Washington
Attention: David Duvall
PO Box 878
Ephrata, WA 98823
(509) 754-5088, ext. 2669
Email: Dduvall@gcpud.org

Chelan County Natural Resource Department
Attention: Mr. Scott Bailey
411 Washington Street, Suite 201
Wenatchee, WA 98801
Telephone: Mobile: 509-679-2131
Email: scott.bailey@co.chelan.wa.us

10. Jurisdiction. Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington with venue in the Grant County Washington Superior Court.

11. Limitation on Liability and Payments; Hold Harmless. Grant's liability for any breach under this Agreement is expressly limited to funds in the Habitat Supplemental Fund 602.

Each Party assumes all liability for injury or damage to persons or property arising from the act or negligence of its own employees, agents, members of governing bodies, or contractors. To the extent permitted by law, each Party shall indemnify and hold all other Parties harmless from any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent whether accrued or

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unaccrued, whether liquidated or unliquidated, and whether due or to become due) including any liability for taxes, incidental and consequential damages and lost profits arising from such act or negligence to the extent caused by the indemnifying Party's act or negligence, hereinafter collectively referred to as ("Liability"). Any Party seeking indemnification (the "Indemnified Party") under this provision shall give reasonable notice to the Party from whom it seeks indemnification (the "Indemnifying Party") in writing of any such Liability, permit the Indemnifying Party to assume the defense and settlement of any such claim or threatened claim, and reasonably assist the Indemnifying Party, at the Indemnifying Party's cost and expense, in investigating and defending against the Liability. In the event of any claim against any Party by any employee of another Party, the indemnification and hold harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Party employing the claimant under workers compensation acts, disability benefit acts, or other employee benefit acts; and the Party employing the claimant hereby specifically and expressly waives the immunity of the Party employing the claimant under such acts, and agrees that the foregoing waiver was mutually negotiated by the Parties; provided, however, that this waiver of immunity by the provisions of this section extends only to claims against a Party by or on behalf of the employee of another Party under or pursuant to this Agreement, and does not include, or extend to, any claims by the employees of any Party directly against that Party. In the case of joint or concurrent Liability, each Party shall be responsible for its share of the Liability.

12. **Insurance**

- A. Prior to the commencement of any work under this Agreement, and at all times during the term of this Agreement, Contractor shall obtain and maintain continuously, at its own expense, a policy or policies of insurance with insurance companies rated A- VII or better by A. M. Best or A by S&P, as enumerated below. Any deductible, self-insured retention or coverage via captive \$25K or above must be disclosed and is subject to approval by the District's Risk Manager. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor and not recoverable under any part of this Contract.

Contractor Required Insurance

1. **General Liability Insurance:** Commercial general liability insurance, covering all operations by or on behalf of Contractor against claims for bodily injury (including death) and property damage (including loss of use). Such insurance shall provide coverage for:
 - a. Premises and Operations;
 - b. Products and Completed Operations;
 - c. Contractual Liability;
 - d. Personal Injury Liability (with deletion of the exclusion for liability assumed under Contract);
 - e. Such insurance shall not exclude coverage for action-over liability claims;
 - f. Such insurance shall not exclude coverage for Explosion (X), Collapse (C) and Underground Hazards (U).

with the following **minimum limits:**

- g. \$1,000,000 Each Occurrence
- h. \$1,000,000 Personal Injury Liability
- i. \$2,000,000 General Aggregate (per project)
- j. \$2,000,000 Products and Completed Operations Aggregate

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Commercial general liability insurance will include the District as additional insured on a primary and non-contributory basis. A waiver of subrogation will apply in favor of the District.

2. **Workers' Compensation and Stop Gap Employers Liability:** When applicable, Workers' Compensation Insurance as required by law for all employees. Employer's Liability Insurance, including Occupational Disease coverage, in the amount of **\$1,000,000 for Each Accident, Each Employee, and Policy Limit.** Employer's Liability may be procured as an endorsement to the commercial general liability via the Stop Gap Coverage endorsement. The Contractor expressly agrees to comply with all provisions of the Workers' Compensation Laws of the states or countries where the work is being performed, including the provisions of Title 51 of the Revised Code of Washington for all work occurring in the State of Washington.

If there is an exposure of injury or illness under the U.S. Longshore and Harbor Workers (USL&H) Act, Jones Act, or under U.S. laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Such coverage shall include USL&H and/or Maritime Employer's Liability (MEL).

3. **Automobile Liability Insurance:** Automobile Liability insurance against claims of bodily injury (including death) and property damage (including loss of use) covering all owned, (if any), rented, leased, non-owned, and hired vehicles used in the performance of the work, with a **minimum limit of \$1,000,000 per accident** for bodily injury, property damage, or death combined and containing appropriate uninsured motorist and No-Fault insurance provision, where applicable.

Automobile liability insurance will include the District as additional insured on a primary and non-contributory basis. A waiver of subrogation will apply in favor of the District.

4. **Excess Insurance:** Excess (or Umbrella) Liability insurance with a minimum limit of \$10,000,000 per occurrence and in the aggregate. This insurance shall provide coverage in excess of the underlying primary liability limits, terms, and conditions for each category of liability insurance in the foregoing subsections 1, 2 (Employer's Liability only) and 3. If this insurance is written on a claims-made policy form, then the policy shall be endorsed to include an automatic extended reporting period of at least five years or the statute of repose.

Umbrella/Excess liability insurance will include the District as additional insured on a primary and non-contributory basis. A waiver of subrogation will apply in favor of the District.

5. **Professional Liability:** Contractor shall provide professional liability insurance with a **minimum limit of \$1,000,000 per claim.**

If such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement. Claims made form coverage shall be maintained by the Contractor for a minimum of five years following the termination of this Agreement, and the Contractor shall annually provide the District with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an Extended Reporting Period Tail or execute another form of guarantee

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acceptable to the District to assure financial responsibility for liability for services performed.

If Contractor shall hire subcontractor for all operations and risk involving professional services exposure, this requirement may be satisfied by subcontractor's policies. Contractor shall impute the insurance requirements stated in this section to subcontractor by written contract or written agreement. Any exceptions must be mutually agreed in writing with the District.

6. **Pollution Liability Insurance with a minimum limit of \$5,000,000** . Pollution liability coverage shall cover bodily injury, property damage, including cleanup costs and defense costs resulting from sudden and gradual pollution conditions of contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water.

Pollution liability insurance shall include the District as additional insured on a primary and non-contributory basis. A waiver of subrogation will apply in favor of the District.

If Contractor shall hire Subcontractor for all operations and risk involving pollution exposure, this requirement may be satisfied by Subcontractor's policies. Contractor shall impute the insurance requirements stated in this section to Subcontractor by written contract or written agreement. Any exceptions must be mutually agreed in writing with the District.

- B. Evidence of Insurance - Prior to performing any services, and within 10 days after receipt of the Contract award, then annually thereafter, the Contractor shall file with the District a Certificate of Insurance showing the Insuring Companies, policy numbers, effective dates, limits of liability and deductibles with copies of the endorsement or policy documents where policy terms required under Section A are met.

Failure of the District to demand such certificate or other evidence of compliance with these insurance requirements or failure of the District to identify a deficiency from the provided evidence shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. Acceptance by the District of any certificate or other evidence of compliance does not constitute approval or agreement by the District that the insurance requirements have been met or that the policies shown in the certificates or other evidence are in compliance with the requirements.

The District shall have the right but not the obligation of prohibiting the Contractor or subcontractor from entering the project site until such certificates or other evidence of insurance has been provided in full compliance with these requirements. If the Contractor fails to maintain insurance as set forth above, the District may purchase such insurance at the Contractor's expense. The Contractor's failure to maintain the required insurance may result in termination of this Contract at the District's option.

- C. Subcontractors - Contractor shall ensure that each subcontractor meets the applicable insurance requirements and specifications of this Agreement. All coverage for subcontractors shall be subject to all the requirements stated herein and applicable to their profession. Contractor shall furnish the District with copies of certificates of insurance evidencing coverage for each subcontractor upon request.

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- D. **Cancellation of Insurance** - The Contractor shall not cause any insurance policy to be canceled or permit any policy to lapse. Insurance companies, to the extent commercially available, or Contractor shall provide 30 days advance written notice to the District for cancellation or any material change in coverage or condition, except 10 days advance written notice for cancellation due to non-payment of premium. Should the Contractor receive any notice of cancellation or notice of nonrenewal from its insurer(s), Contractor shall provide immediate notice to the District no later than two days following receipt of such notice from the insurer. Notice to the District shall be delivered by facsimile or email.

13. Agreement Alterations and Amendments. This Agreement may be amended by mutual agreement of all Parties. Such amendments shall be executed using the Amendment form attached hereto as Exhibit "B" and shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties. All terms and conditions contained in this Agreement shall be applicable to Amendment work.

14. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties, their affiliates, employees, directors and officers, commissioners and members and their respective successors and permitted assigns.

15. No Assignment. Contractor may not assign the Agreement or any part of it without express written consent from Grant. Any assignment in violation of this provision shall be void.

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

17. Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire Agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

19. Expenses. Each party to this Agreement shall bear its own expenses in connection with the preparation of this Agreement and the performance of its obligations hereunder.

20. Project Updates. Contractor will provide project updates as needed to Grant's Administrator by written e-mail. At a minimum, project updates should occur once project initiation begins, at major milestones, when critical decisions that could potentially affect project outcome arise and after the project is completed.

21. Equipment and Material Purchases. Any equipment or excess material reimbursed with a value that exceeds \$300.00 before taxes shall be returned to Grant within fifteen (15) days of completion of the work (PRCC SOA 2013-04).

22. Utilization of Small and Diverse Businesses. Consistent with its Policy to promote and encourage the use of small and diverse businesses, the District has developed and administers a Supplier Development Program. The District promotes and encourages participation in its contracts by small and diverse businesses and is committed to enhancing diversification of the District's supply chain.

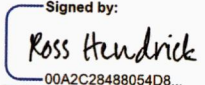
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- A. If Contractor is certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) as a small and/or diverse business (see RCW 39.19.120 and WAC 326-20), is certified by the Washington State Department of Veterans Affairs (WDVA) as a Certified Veteran-Owned Business (see RCW 43.60A.010(7) & RCW 43.60A.190), has certified its Washington Small Business status (see RCW 39.26.010) in Washington's Electronic Business Solution (WEBS), is registered in the federal government's System for Award Management as a Small Business Administration certified business eligible for contracts that are reserved for small businesses, or is a Labor Surplus Area Firm, it shall notify the District of same.
- B. If Contractor is authorized to enter into subcontracts and/or sub-consultant agreements or make any purchases of materials or equipment under this Agreement and elects to subcontract services, obtain sub-consulting services, or make any purchases of materials or equipment under this Agreement, Contractor shall take steps to solicit participation by small and diverse businesses.
- C. Upon Contract award, and if applicable, the Contractor shall provide District Supplier Development Program staff, copies of the Contractor's, subcontractors and/or sub-consultants, as applicable, business certifications from the OMWBE, WDVA, WEBS, SBA or other verifying documentation in accordance with RCW 39.26.010(22) for audit purposes.

Approved and agreed to by:

Public Utility District No. 2
of Grant County, Washington

Chelan County Board of Commissioners

By:	Signed by:  00A2C28488054D8...	By:	_____
Name:	<u>ROSS Hendrick</u>	Name:	_____
Title:	<u>Director of Environmental Affairs</u>	Title:	_____
Date:	<u>9/17/2026</u>	Date:	_____

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Lower Chiwawa River Restoration

EXHIBIT "A"
PRCC Habitat Funds
PROJECT SPECIFICATION SHEET

Date submitted: May 11, 2026

Project Sponsor: Chelan County Natural Resource Department

Project Liaison: Dave Duvall, Grant County PUD

Project Title: Lower Chiwawa River, Area D

Project Type: (Passage, land acquisition, etc.) Instream Structure/Floodplain Habitat

Location: Give an understanding of the location, scale of the project within the Upper Columbia.

The project site is located along the lower Chiwawa River from ~0.4 miles downstream of the Chiwawa River Road bridge upstream to the Alder Creek confluence, approximately RM 6.6-7.25. Also see attached map.

Short description: (Two to three sentences should suffice):

This project addresses identified habitat limiting factors for high- and medium-priority spring Chinook and steelhead life stages (i.e., holding, summer and winter rearing, and fry colonization) in Reach 4 of the Lower Chiwawa River AU including Floodplain Connectivity, Off-channel Side-channels, Riparian Canopy Cover, Instream Cover (wood), Deep Pools, and Temperature (rearing). This phase of the project will execute contracts for project construction (design document prep and other contracting tasks to be performed under an existing contract for final designs), vegetation planting, and construction oversight; complete all tasks needed to implement the restoration project as designed; and complete post-implementation tasks needed to close out the project including preparation of as-built drawings, and reporting as required to comply with permits and funding agreements. The completed project will improve conditions along ~0.6 miles of mainstem channel; create ~1,000 linear feet (lf) of side-channel habitat; enhance a cold-water tributary confluence; and consolidate/reduce dispersed camping, decommission up to 1,000 lf of unauthorized roads, and reduce potential for future impacts and enhance vegetation within ~15 streamside acres.

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Lower Chiwawa River Restoration

Project description: This should include the factors limiting production. Also beyond addressing the limiting factor, we need to be made aware of other factors limiting production that may not be addressed by this project. Include monitoring project evaluation and effectiveness.

The lower Chiwawa River has been impacted by historical land use practices, particularly timber harvest practices that used the stream corridor to transport logs. This has resulted in a simplified, plane bed channel that is wide and shallow and disconnected from its historical floodplain. As a result, the streambed is well-armored and large cobbles and small boulders dominate the bed substrate. Pools and persistent Large Woody Debris (LWD) structures are rare. In addition, dispersed camping in the area has adversely affected riparian and upland vegetation, resulted in a web of social roads and trails and a proliferation of garbage and unauthorized latrines. These impact water quality and stream and forest health (and create management issues for USFS).

Currently, floodplain connectivity, side-channels, cover (wood), riparian canopy cover, and temperature (rearing) are classified as Unacceptable, and deep pools are classified as At-risk, for Reach 4 of the lower Chiwawa River (UCRTT 2020). Based on the Upper Wenatchee Pilot Project: Aquatic Habitat Assessment and Restoration Strategy Report (Cramer Fish Sciences, 2019), streambed substrate is dominated by cobbles and boulder and LWD is rare along this reach. Overall pool frequency was rated Adequate, but the reach was rated At-Risk for pools due to a limited number of deep pools. Riparian road densities were rated Moderately High and this resulted in a riparian condition rating of At-Risk. Channel dynamics were rated Poor in this reach due to a high bankfull width to depth ratios, low entrenchment ratio, and low side channel percentages compared to predicted meandering and braided channel forms. Summer Base Flow also is identified as an Unacceptable limiting factor.

This project is intended to improve habitat quality for target species life stages including holding, fry, summer rearing, and winter rearing, by addressing the aforementioned limiting factors (except Summer Base Flow). The proposed project will:

- (1) improve habitat quality at the Alder Creek confluence (by adding a pool and large wood structure);
- (2) increase the length of side channel habitats (by excavating an ~1,000 lf river-left side-channel that will include habitat wood),
- (3) increase the number of deep pools and amount of LWD present along ~0.6 miles of mainstem channel (through construction of eight mainstem Engineered Log Jams (ELJs); and
- (4) treat historical and ongoing recreational impacts to riparian and upland vegetation and water quality (and minimize potential for future impacts) along the project reach (by decompacting soils, creating barrier structures and planting native plants in three dispersed camping areas adjacent to the river).

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Project cost: A simple budget spreadsheet to get an idea of total cost and where most of the funds are expected to be directed.

ITEM	PRCC COST	TOTAL PROJECT COST
Mobilization		\$ 108,000
Construction (some line items include materials, equipment and labor)	\$ 665,388	\$ 1,347,824
Materials	\$ 156,270	\$ 163,770
Other (Construction oversight, etc. - Consultants)		\$ 149,000
Other (Construction oversight, etc. - CCNRD)		\$ 66,276
Administrative, Architectural, & Engineering	\$ 1,500	\$ 37,250
Indirect Costs		\$ 10,463
TOTAL	\$ 823,158	\$ 1,882,583

Also see attached SRFB Budget Spreadsheet for detailed cost breakdown and funding split.

Estimated Timeline: This would be another simple table that would allow us to track the expected progress:

Year	2026			2027												2028	2029	2030
Month	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Acquire Permits																		
Select Contractor																		
Construct Project																		
Project completion																		
Monitor																		

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Lower Chiwawa River Restoration

EXHIBIT "B"
AMENDMENT
NO.

Pursuant to Section 13, the following changes are hereby incorporated into this Agreement:

- A. Description of Change: Increase/decrease the Agreement Price and extend the Agreement completion date.
- B. Time of Completion: The revised completion date shall be _____.
OR
The completion date shall remain _____.
- C. Agreement Price Adjustment: As a result of this Amendment, the not to exceed Agreement Price shall remain unchanged be increased/decreased by the sum of _____ including all applicable taxes. This Amendment shall not provide any basis for any other payments to or claims by the Contractor as a result of or arising out of the performance of the work described herein. The new total revised maximum Agreement Price is _____, including all applicable taxes and changes incorporated by this Amendment.
- D. Except as specifically provided herein, all other Agreement terms and conditions shall remain unchanged.

Public Utility District No. 2
of Grant County, Washington

Chelan County Natural Resources Department

Accepted By: _____

Accepted By: _____

Name of Authorized Signature
Title

Name of Authorized Signature
Title

Date: _____

Date: _____



Amendment to Grant Agreement

Project Sponsor: Chelan Co Natural Resource

Project Number: 21-1541P

Project Title: Mission Creek Subbasin Fish Barrier Removal Design

Amendment Number: 4

Amendment Type:
Cost Change

Amendment Description:

Apply a cost increase approved by the BAFBRB on July 21, 2026; total cost increase is \$56,700 with a grant increase of \$44,793 and match increase of \$11,907. The funding source is 23-25 BAFBRB LEAP Capital Document No. RCO-6-2023.

The PRISM project total is now \$296,975, grant amount of \$232,880, and match of \$64,095.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - FBRB Projects	\$188,087.00	78.28	\$232,880.00	78.42
Project Sponsor	\$52,188.00	21.72	\$64,095.00	21.58
Total Project Cost	\$240,275.00	100%	\$296,975.00	100%
Admin Limit	\$0.00	0.00	\$0.00	0.00
A&E Limit	\$0.00	0.00	\$0.00	0.00

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: _____

Pre-approved as to form:

BY: /S/
Assistant Attorney General

Chelan Co Natural Resource

BY: _____

NAME: _____

TITLE: _____

DATE: _____

AMENDMENT APPROVAL FORM

Project #: 21-1541 Planning
Amendment #: 4 - Cost Change
Project Title: Mission Creek Subbasin Fish Barrier Removal Design
Project Sponsor: Chelan Co Natural Resource
Project Manager: JohnF
Primary Program: BA Fish Barrier Removal Board

AMENDMENT DESCRIPTION:

Apply a cost increase approved by the BAFBRB on July 21, 2026; total cost increase is \$56,700 with a grant increase of \$44,793 and match increase of \$11,907. The funding source is 23-25 BAFBRB LEAP Capital Document No. RCO-6-2023.

The PRISM project total is now \$296,975, grant amount of \$232,880, and match of \$64,095.

PROJECT SUMMARY:

Date:	Prior Time Extensions: 2	RCO Amount: \$188,087.00
Project Start Date: 07/01/2023	Other External Amendments: 0	Sponsor Match Amount: \$52,188.00
Original End Date: 04/01/2026	Sponsor Active Projects: 23	Total: \$240,275.00
Current End Date: 03/31/2027	Sponsor Completed Projects: 70	RCO Paid To Date (95%): \$178,682.65
	Sponsor Not Completed Projects: 3	RCO Remaining (5%): \$9,404.35
Last Progress Report: 03/30/2026	Sponsor Dead Projects: 0	Last Billing Date: 04/15/2026

PROJECT AGREEMENT DESCRIPTION:

This application seeks planning funds in the amount of \$188,087 for the final design development of seven (7) dam removal projects within the first 7 river-miles (RM) of Mission Creek. Mission Creek is within the priority HUC 12 watershed for the Upper Columbia and is a Category 3 habitat priority in the WRIA 45 watershed plan. The dams included in this proposal (listed below) are in the top ten (10) suggested priority barrier removal projects listed by the Washington Department of Fish and Wildlife (WDFW) and the Upper Columbia Salmon Recovery Board (UCSRB). I. WDFW Barrier ID: 603691, Tier 1 ~ RM 0.9 II. WDFW Barrier ID: 603688, Tier 3 ~ RM 1.4 III. WDFW Barrier ID: 603685, Tier 2 ~ RM 1.5 IV. WDFW Barrier ID: 603681, Tier 3 ~ RM 3 V. WDFW Barrier ID: 603677, Tier 3 ~ RM 4 VI. WDFW Barrier ID: 603672, Tier 3 ~ RM 4.9 VII. WDFW Barrier ID: 603671, Tier 3 ~ RM 6.1 Each dam is estimated to be 33% passable or less due to water surface drop. Removing these barriers is estimated to have high efficacy for salmon recovery; effects seen with the first 1-5 years. Thus will improve fish passage for ESA listed spring chinook and steelhead up to RM 7.

PROJECT FUNDING (CURRENT):

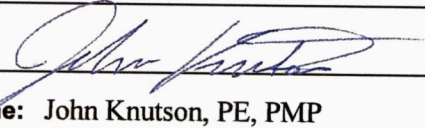
Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
25-27	057	D17	Reapp	23-25	D17		FB P	FB P	NZ	\$188,087.00



Contract Change

Client: Chelan County Department of Natural Resources Attn: Mike Kaputa, Director 316 Washington Street, Suite 401 Wenatchee, WA 98801	Date: May 1, 2026
	Change No.: 2
	Project No.: AS240098
Project Name: Mission Creek Fish Passage Design	
Subject: Mission Creek Fish Passage Redesign – Contract Change #2	
Description of Change	Cost
Aspect Consulting (Aspect), a subsidiary of Geosyntec Consultants, Inc., is providing design services to Chelan County Natural Resources Department for the correction of five (5) irrigation diversion structures located on Mission Creek that are known fish passage barriers. Final design was completed in December 2025; however, WDFW has recommended a number of design changes to improve landowner irrigation use / ease of maintenance and prevent potential head cuts from forming in the channel when the existing diversion dams are removed. This Contract Change adds additional project budget to Task 1 and Task 7 to complete the following redesign work: Task 1 – Project Management - Continued project management activities to support redesign work (e.g., coordination, tracking budget and schedule, preparing monthly project status reports, budget status sheets, and invoices). Task 7 – Final Design - Prepare roughened channel designs for diversion locations 603671, 603672, and 603685-A/B. Provide approximate 30% roughened channel designs to WDFW and Chelan County for review and comment. - Revise hydraulic modeling to reflect new roughened channel design to estimate water depths and velocities at low flow and 100-year flood event. - Revise existing vertical plate screen designs for diversion locations 603671, 603672, and 603685-A/B based on input received from WDFW (e.g., screen revisions to improve ease of maintenance and piped conveyance of screened water to existing/new settling basins). - Replace the vertical plate screen design for diversion location 603677 with a suitable pump screen (Zinvent, Sure-Flo, or similar) and minor modifications to the existing rock barrier per feedback received from WDFW. - Prepare a draft plan set incorporating all of the design revisions, updated special provisions, and updated engineer's estimate of probable construction cost and provide to WDFW and Chelan County for review and comment.	Time and Materials (not to exceed): \$56,700

Contract Change No. 2
Project No. AS240098

- Review comments from WDFW and Chelan County, develop recommended draft responses, and hold a meeting to review comments and obtain final direction. - Prepare a final stamped/signed plan set, final special provisions, and final engineer's estimate of probable construction cost to WDFW and Chelan County for use in permitting and construction. <i>Assumption: No review cycle on the final design package.</i> - Update and finalize the frequently flooded areas impact assessment memorandum based on the revised designs. <i>Assumption: Prepare as a final memorandum.</i> Aspect will work on a flexible time and materials basis up to the established budget. Aspect will inform the County if it appears that the budget will be inadequate to complete all work.		
Summary of Contracts		Authorized Budget
Contract Order #1	Mission Creek Fish Passage Design	\$159,064
Contract Change #1	Mission Creek Fish Passage Final Design	\$35,000
Contract Change #2	Mission Creek Fish Passage Redesign	\$56,700
Total Authorized Budget		\$250,764
This contract change amends <u>Contract Order No. 1</u> between Geosyntec Consultants, Inc. and its subsidiaries and affiliates and Client dated January 25, 2024. Except as amended above, all terms and conditions of contract apply to this contract change.		
GEOSYNTec CONSULTANTS, INC. and its subsidiaries and affiliates	By: 	
	Printed Name: John Knutson, PE, PMP Principal Water Resources Engineer	
CLIENT	By:	
	Printed Name/Date:	

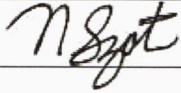
\\FS-US-ASP-YAK\Yak_share\Projects\AS240098 Mission Creek Diversions\Contract\CC02 May 2026\CC02_20260427_AS240098.docx

Contract Change

Client: Chelan County Natural Resources Department Attn: Bryan Maloney 411 Washington St. Suite 201 Wenatchee, WA 98801	Date: September 16, 2026 Change No.: 1 Project No.: 26001912
Project Name: Sand and EF Mission Creek Culvert Replacements Chelan County, Washington	
Subject: Geotechnical Construction Support	
Description of Change	Cost
Geosyntec Consultants, Inc. (Geosyntec) previously provided geotechnical engineering services in support of design and construction of four culvert replacements (Project) where Sand Creek flows under Sand Creek Road approximately 0.15 miles west of the intersection with Mission Creek Road (1 culvert; Site 1) and where EF Mission Creek flows back and forth under Mission Creek Road approximately 3.6 miles south of the intersection with Sand Creek Road (3 culverts; Site 2) in Cashmere, Washington. Geosyntec has been asked to provide additional geotechnical construction support services including the following two tasks: Task 1 – Sand Creek Construction Support - One or two site visits to evaluate foundation subgrade preparation and suitability on of on-site soil to be re-used as structural fill. - Prepare a field report documenting observations during site visit(s). - Review requests for information, submittals, and client questions. - Minor project management tasks (coordination emails and calls, invoicing, etc.) Task 2 – EF Mission Creek Construction Support - Three or four site visits (one per culvert, with contingency return trip to one culvert for problematic conditions, etc.) to evaluate foundation subgrade preparation and suitability of on-site soil to be re-used as structural fill. - Prepare field reports documenting observations during each site visit. - Review requests for information, submittals, and client questions. - Minor project management tasks (coordination emails and calls, invoicing, etc.)	To be billed according to the attached Schedule of Charges. Time and Materials, Not to Exceed: Task 1: \$3,000 Task 2: \$7,000 Total: \$10,000

Contract Change No. 1
Project No. 26001912

This change amends the contract between Geosyntec Consultants, Inc. and its subsidiaries and affiliates and Client dated May 27, 2025. Except as amended above, all terms and conditions of contract apply to this contract change.

GEOSYNTec CONSULTANTS, INC. and its subsidiaries and affiliates	By: 
	Printed Name: Nicholas C. Szot, PE (WA) Principal Geotechnical Engineer
CLIENT	By:
	Printed Name/Date:

K:\Projects\Chelan County Natural Resources\Bridges\EF Mission and Sand Creeks\Contracts\Proposal Material\Change Orders\CC01_Sand and Miss
Creek Culvert Replacement Construction Support.docx



CONFIDENTIAL

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.

**SUBAWARD AGREEMENT
BETWEEN
Chelan County Natural Resource Department
AND
HOLDEN VILLAGE LLC**

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 HOLDEN VILLAGE LLC (hereinafter "Holden"), a Limited Liability Company in the State of Washington.

AMENDMENT 1:

This is an amendment to the original sub-award agreement dated 05/16/2025 in relation to Chelan County Grant Number D25-022 and Funding Source Agreement # FM-5395-01. Amendment #1 reflects an extension to the original WAEMD Contract and a change to project contacts.

- A. The contract date referenced for contract termination and final reporting in sections B.1, H.4 & H.7 is changed from May 31, 2026 to May 31, 2028. The final adjusted period of performance for this agreement is April 11, 2024 through May 31, 2028.

- B. Section L.2 is revised to read:

Name and Title:	Jeff Pierce, Skirting Project Manager Elise Peterson, Holden Co- Director
Organization:	Holden Village LLC
Street Name and Number:	HC 0 Box 2
City, State and Zip:	Chelan, WA 98816-9769
Country:	USA
Telephone Number:	509-669-2401
Email Address	jpnezco@gmail.com / elise.director@holdenvillage.org
Unique Entity ID (UEI#)	YZN3VZKQ61J4

ATTACHMENTS

- I. FM-5395-01-R, D25-022 Amendment 2

Acknowledged and Accepted:

By: 
Elise Peterson, Co-Director, Holden Village LLC

Dated this 17 day of September, 2026

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

KEVIN OVERBAY, COMMISSIONER

Clerk of the Board

BRAD HAWKINS, COMMISSIONER

Resolution 2026-_____

Re: Debatable Emergency and Supplemental Appropriations – Various Funds

WHEREAS, the following fund(s) has received additional revenues and/or do not have an adequate level of budget appropriation to make all necessary expenditures:

- Facilities Maintenance \$444,588
- Sheriff \$9,978
- Tort Claims/Insurance Admin \$300,000

WHEREAS, these additional budget expenditures were not anticipated when preparing the 2026 budget; and

WHEREAS, in accordance with RCW 36.40.140 a public hearing must be held to authorize additional budget appropriations,

NOW, THEREFORE, BE IT HEREBY RESOLVED that a supplemental budget appropriation in the amount of \$454,566 and debatable emergency budget appropriation in the amount of \$300,000 be allocated to the Chelan County 2026 budget as follows:

Fund:	010.055	Title:	Facilities Maintenance (Current Expense)	
Expenditures:	51830.48.100	Facilities Projects		\$444,588
Revenues:	33406.90.200	Grant Funds – WSAC Energy Audit		\$139,258
	33406.90.100	Grant Funds – Courthouse Marble Restoration		\$305,330

Fund:	010.045	Title:	Sheriff (Current Expense)	
Expenditures:	52122.35.000	Small Tools & Minor Equipment		\$9,978
Revenue:	34900.00.186	Forest Title III		\$9,978

Fund:	540.001	Title:	Tort Claims/Insurance Admin	
Expenditures:	51861.46.000	Insurance		\$300,000
Revenue:	30800.00.000	Fund Balance		\$300,000

DATED at Wenatchee, Washington this 28th day of September, 2026.

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

KEVIN OVERBAY, COMMISSIONER

Clerk of the Board

BRAD HAWKINS, COMMISSIONER