

PROPOSED AGENDA  
CHELAN COUNTY COMMISSIONERS  
MEETING OF MARCH 18&19, 2024

**MONDAY, MARCH 18, 2024**

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

Public Comment Period

Consent Agenda

1. Approval of Minutes
2. Vouchers as submitted and listed
3. Payroll Changes:
  - a) Lisa McCormack, Treasurer – New Hire
  - b) Emilia Garcia-Angulo, Assessor – Step Increase
  - c) Sara Eggers, Regional Justice Center – Step Increase
  - d) Mackenzie Jared, Information Technology – New Hire
  - e) Emily Lopez, Juvenile – Resignation
  - f) Emily Lopez, Juvenile – Other, Re-hire Extra Help
  - g) Caroline M. Siderius, Juvenile – New Hire
  - h) Caroline M. Siderius, Juvenile – Promotion
  - i) Lisa Dowling, Natural Resources – Resignation
  - j) Ronald Scollard, Public Works – Other, End of Season
  - k) Kristopffer Perry, Public Works – Other, Cell Phone Stipend
  - l) Lawrence Dillin, Public Works – Other, Cell Phone Stipend

Board Discussion

10:00 A.M. County Administrator Cathy Mulhall

Discussion

1. District Court Judges RE: Lead Clerk Position
2. Departmental Update

Action

1. Grant Services Agreement – 2024 Lodging Tax Funded Activities with Chelan Boys Basketball Boosters

2. Grant Services Agreement – 2024 Lodging Tax Funded Activities with Two Rivers Medieval Faire
3. Grant Services Agreement – 2024 Lodging Tax Funded Activities with Wenatchee Valley Velo Club
4. WaTech Service Level Agreement – Statewide Imagery Consortium

10:30 A.M. Natural Resources Director Mike Kaputa

Discussion

1. Executive Session RE: Potential Litigation
2. Agreement for Construction Management, Payment of and Reimbursement for Construction Expenses between Chelan County, Washington Water Trust and Cascade Orchard Irrigation Company
3. Execute agreement and issue notice to proceed to Strider Construction for (a) COIC Improvement Project: Delivery Pipelines and (b) COIC Improvement Project: Intake and Pumping Facilities
4. Execute agreement and issue notice to proceed to Empire EWP LLC for Malloy property well drilling for Malaga Riverfront Park
5. Revised signature page: Amended and restated water right purchase and sale agreement with Miller Orchard, LLC
6. Memorandum of understanding with US Department of the Interior, US Fish and Wildlife Service and National Park Service North Cascades National Park Service Complex for Cooperative Development of the North Cascades Grizzly Bear EIS
7. Execute agreement and issue notice to proceed to Konnerup Construction, Inc., for Beaver Creek (Mountain Springs Lodge) culvert replacement project
8. Supplement to interlocal agreement with Chelan-Douglas Land Trust for Nason Creek Rivermile 12 floodplain reconnection design coordination
9. Contract for professional services with Anchor QEA LLC for Icicle and Peshastin Irrigation Districts pump exchange design
10. Other

Action

1. Agreement for Construction Management, Payment of and Reimbursement for Construction Expenses between Chelan County, Washington Water Trust and Cascade Orchard Irrigation Company

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

2. Execute agreement and issue notice to proceed to Strider Construction for (a) COIC Improvement Project: Delivery Pipelines and (b) COIC Improvement Project: Intake and Pumping Facilities
3. Execute agreement and issue notice to proceed to Empire EWP LLC for Malloy property well drilling for Malaga Riverfront Park
4. Revised signature page: Amended and restated water right purchase and sale agreement with Miller Orchard, LLC
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7. Supplement to interlocal agreement with Chelan-Douglas Land Trust for Nason Creek Rivermile 12 floodplain reconnection design coordination
8. Contract for professional services with Anchor QEA LLC for Icicle and Peshastin Irrigation Districts pump exchange design

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

Discussion

1. Authorization to submit Homeless Housing Planning Grant
2. Contract Amendment with Women's Resource Center
3. Executive Session RE: Real Estate
4. Departmental update

Action

1. Authorization to submit Homeless Housing Planning Grant
2. Contract Amendment with Women's Resource Center

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

**TUESDAY, MARCH 19, 2024**

8:45 A.M. KPQ Radio Interview, Commissioner Overbay

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

Discussion

1. Departmental Update

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

Discussion

1. Contract for Herbicide Application on County Roads with Woodland Resource Services, Inc.
2. Contract with SCI Industrial Services, LLC for Dryden Transfer Station Push Pit Floor Repair, Solid Waste Project No. 834 (SW 834)
3. Open Item

Action

1. Approve Contract for Herbicide Application on County Roads with Woodland Resource Services, Inc.
2. Approve Contract with SCI Industrial Services, LLC for Dryden Transfer Station Push Pit Floor Repair, Solid Waste Project No. 834 (SW 834)

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

PUBLIC HEARING: City of Leavenworth Urban Growth Area Amendments (ZTA-22-419)  
Incorporation of (Ordinance #1651) for County Application in Urban  
Growth Area

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

Discussion

1. Departmental Update
2. Draft Docket 2024
3. Executive Session RE: Potential Litigation

Action

1. ZTA-22-419 Approval of City of Leavenworth Urban Growth Area Amendments, Incorporation of (Ordinance #1651) for County Application in Urban Growth Area.

11:30 A.M. City of Cashmere Mayor Jim Fletcher

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

1:00 P.M. Washington State Association of Counties Meeting, Commissioner Overbay

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

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

**WEDNESDAY, MARCH 20, 2024**

9:30 A.M. Canvassing Board Meeting, Commissioner Smith

11:30 A.M. Pathways Leadership Meeting, Commissioner Overbay

6:00 P.M. District #1 Community Meeting, Commissioner Overbay

**THURSDAY, MARCH 21, 2024**

1:00 P.M. Timber Counties Caucus, Commissioners Overbay, and Smith

**FRIDAY, MARCH 22, 2024**

1:30 P.M. Canvassing Board Meeting, Commissioner Smith

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

March 18, 2024  
9:00 A.M.  
Consent Agenda

- 1) Approval of Minutes
- 2) Vouchers as submitted and listed
- 3) Payroll Changes:
  - a) Lisa McCormack, Treasurer – New Hire
  - b) Emilia Garcia-Angulo, Assessor – Step Increase
  - c) Sara Eggers, Regional Justice Center – Step Increase
  - d) Mackenzie Jared, Information Technology – New Hire
  - e) Emily Lopez, Juvenile – Resignation
  - f) Emily Lopez, Juvenile – Other, Re-hire Extra Help
  - g) Caroline M. Siderius, Juvenile – New Hire
  - h) Caroline M. Siderius, Juvenile – Promotion
  - i) Lisa Dowling, Natural Resources – Resignation
  - j) Ronald Scollard, Public Works – Other, End of Season
  - k) Kristopffer Perry, Public Works – Other, Cell Phone Stipend
  - l) Lawrence Dillin, Public Works – Other, Cell Phone Stipend

CHELAN COUNTY COMMISSIONERS  
MINUTES OF MARCH 12, 2024

**MONDAY, MARCH 11, 2024- No Session**

**TUESDAY, MARCH 12, 2024**

**9:00:40 A.M. Opening – Pledge of Allegiance**

Chairman Pro Tempore Smith calls the meeting to order. Present for the session are Commissioner Gering, County Administrator Cathy Mulhall, Budget Director Nicole Thompson, Economic Services Director Ron Criddlebaugh, and Clerk of the Board Anabel Torres. *Commissioner Overbay is excused from session.*

**Public Comment Period**

- *Robbette Schmit*

**9:02:08 A.M. Consent Agenda**

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

1. Approval of Minutes
2. Vouchers as submitted and listed
3. Payroll Changes:
  - a) Skyler Silsby Regional Justice Center – New Hire
  - b) Lupita Tejeda Regional Justice Center – Step Increase
  - c) Lisa Baker Regional Justice Center – Step Increase
  - d) Logan Crane Regional Justice Center – Step Increase
  - e) Mark Dodge Regional Justice Center – Step Increase
  - f) William Edge Regional Justice Center – Step Increase
  - g) Issac Escalera Mendez Regional Justice Center – Step Increase
  - h) Jose Morelos Regional Justice Center – Step Increase
  - i) Christopher Nores Regional Justice Center – Step Increase
  - j) Isaiah Orellana-Abbott Regional Justice Center – Step Increase
  - k) Tyler Pilgeram Regional Justice Center – Step Increase
  - l) Jesus Ramirez Regional Justice Center – Step Increase
  - m) Marco Urrutia Regional Justice Center – Step Increase
  - n) Fernando Ponce Regional Justice Center – Longevity Increase
  - o) Gregory Bull Regional Justice Center – Step Increase
  - p) Adrian Pena Regional Justice Center – Step Increase
  - q) Edgar Banuelos Regional Justice Center – Step Increase

- |                           |                                       |
|---------------------------|---------------------------------------|
| r) Mark McLean            | Information Technology –Step Increase |
| s) Cynthia G. Reyes       | Clerk – New Hire                      |
| t) Katherine K. Hershey   | Juvenile – Retirement                 |
| u) Lacy Robinson          | Natural Resources – New Hire          |
| v) Isabelle Marie Shastko | Parks – New Hire, Extra Help          |
| w) Linda Peterson         | Parks – New Hire, Extra Help          |
| x) Nicole Thompson        | Commissioners – Step Increase         |

4. Approval of Juvenile Department Request to Hire at Step 6

20240312A5-1

**9:12:43 A.M. Board Discussion**

- Board of Health Meeting
- BearWise
- LTAC Capital Application Deadline March 15, 2024
- District #3 Community Meeting

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

**9:31:39 A.M. Action**

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

1. Bid Award Re: Dryden Transfer Station Push Pit Floor Repair 20240312B4-2

**9:31:45 A.M. Continued Departmental Discussion**

1. Contract with Wheeler Excavation, LLC for Wenatchee Heights Phase II Road Improvement Project, County Road Project 746 (CRP 746)
2. Call for Bids – Bridge Deck and Joint Rehabilitation Bundle, County Road Project 747 (CRP 747)
3. County Road Administration Board Annual Certification
4. Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement
5. Leavenworth Brush Yard
6. Event Permit – Gran Fondo Leavenworth
7. Open Item

**9:51:44 A.M. Action**

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

1. Contract with Wheeler Excavation, LLC for Wenatchee Heights Phase II Road Improvement Project, County Road Project 746 (CRP 746)  
20240312A5-2
2. Call for Bids – Bridge Deck and Joint Rehabilitation Bundle, County Road Project 747 (CRP 747)  
20240312A5-3
3. County Road Administration Board Annual Certification  
20240312A5-4
4. Certification of Diversion and Road Fund Expenditures for Traffic Law Enforcement  
20240312A5-5

**10:16:07 A.M. Community Development Director Deanna Walter**

Discussion

1. Third Amendment to Perteet Contract Flood Plain Management Services

**10:17:40 A.M. Action**

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

1. Third Amendment to Perteet Contract Flood Plain Management Services.

20240312A5-6

**Continued Departmental Discussion**

1. STR Housing Stock Numbers (Kirsten Ryles Asst. Director)

**10:48:49 A.M. Recess**

**11:00:25 A.M. Back in Session**

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

**11:01:13 A.M. Executive session: Real Estate**

Upon motion and second by Commissioners Gering and Smith, the Commission unanimously approves to move into a 15-minute Executive Session Pursuant to RCW 42.30.110(b) to consider the selection site or acquisition of real estate by lease or purchase.

**11:17:27 A.M. Moved Back to Regular Session**

**11:18:02 A.M. Continued Departmental Discussion**

1. Notice of award and execute agreement with Wenatchee Quality Welding for Leavenworth National Fish Hatchery Structure 5 picket fabrication

2. Amendment to agreement with WA Recreation and Conservation Office for Peshastin Creek rivermile (RM) 3.2 design project
3. Work Order #3 with Cascade Orchard Irrigation Company
4. Change Order with Ramos Reforestation for Nason Creek Kahler Reach habitat enhancement planting project
5. Amendment 1 to agreement with Natural Systems Design for Icicle Strategy geomorphology technical support
6. Agreement with WA Recreation and Conservation Office Fish Barrier Removal Board for Eagle Creek (Clark) fish barrier design and replacement
7. Amended and restated water right purchase and sale agreement with Miller Orchard, LLC
8. Other

**11:27:15 A.M. Action**

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

1. Notice of award and execute agreement with Wenatchee Quality Welding for Leavenworth National Fish Hatchery Structure 5 picket fabrication  
20240312A5-7
2. Amendment to agreement with WA Recreation and Conservation Office for Peshastin Creek rivermile (RM) 3.2 design project  
20240312A5-8
3. Work Order #3 with Cascade Orchard Irrigation Company  
20240312A5-9
4. Change Order with Ramos Reforestation for Nason Creek Kahler Reach habitat enhancement planting project  
20240312A5-10
5. Amendment 1 to agreement with Natural Systems Design for Icicle Strategy geomorphology technical support  
20240312A5-11
6. Agreement with WA Recreation and Conservation Office Fish Barrier Removal Board for Eagle Creek (Clark) fish barrier design and replacement  
20240312A5-12
7. Amended and restated water right purchase and sale agreement with Miller Orchard, LLC  
20240312A5-13

**11:33:45 A.M. Economic Services Director Ron Cridlebaugh**

Discussion

1. Departmental Update

**11:39:35 A.M. Recess**

**1:00:30 P.M. Back in Session**

**1:00:55 P.M. Jail Director Chris Sharp**

Discussion

1. Departmental Update

**1:25:50 P.M. Recess**

**1:31:38 P.M. Back in Session**

**1:32:00 P.M. County Administrator Cathy Mulhall**

Discussion

1. HR Update
2. Administrative Update

**1:37:38 P.M. Action**

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

1. Contract for the Provision of Legal Services with John Beuhler Law Firm  
20240312A5-14
2. Contract for the Provision of Legal Services with Reid Legal Office PLLC  
20240312A5-15
3. Contract for the Provision of Legal Services with Kottkamp, Yedinak and Esworthy  
20240312A5-16
4. Memorandum for 90-day Extension of Reclassification Moratorium  
20240312A5-17

**1:38:21 P.M. Executive Session Re: Performance of a Public Employee**

Upon motion and second by Commissioners Gering and Smith, the Commission unanimously approves to move into a 10-minute Executive Session Pursuant to RCW 42.30.110(g), performance of a public employee.

*Extend Executive Session by 10 minutes— Public Notified*

**1:59:09 P.M. Moved Back to Regular Session**

**2:10:07 A.M. Adjourn**

Board adjourns until Monday, March 18, 2024.

Weekly Voucher Approval for Payment 20240312B4-1

Current Expense	\$925,667.97
Other Funds	<u>\$573,808.27</u>
Total All Funds	\$1,499,476.24

BOARD OF CHELAN COUNTY COMMISSIONERS  
KEVIN OVERBAY, CHAIRMAN

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ANABEL TORRES, Clerk of the Board



# Employee Payroll Change Notice

EFFECTIVE DATE: 3/25/2024

(Hire date for new employees)

## EMPLOYEE INFORMATION

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

Name Lisa McCormackDepartment TreasurerPosition Title Accountant IIPay Grade PW11 Pay Step 4Status Full Time Union Courthouse Barg  
(full time, part time, temp)Account Number 010.165.51422.11.587 (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: 3/1/2025  
 Step 6: 3/1/2027  
 Step 7: 3/1/2029  
 Step 8: 3/1/2031

## SIGNATURES

Department Authorization

Date 3-11-24

Human Resources Review

Date 03/12/2024

Commissioner Approval

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 04/01/2024

(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 005357 (leave blank if new employee)Name EMILIA (EMILY) GARCIA-ANGULODepartment ASSESSORPosition Title GIS TECH./ ABTRACTORPay Grade PW08 Pay Step 5Status PW08 Union CRTHS BARG  
(full time, part time, temp)Account Number 010.010.51424.11.108 (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: \_\_\_\_\_  
 Step 7: \_\_\_\_\_  
 Step 8: \_\_\_\_\_

## SIGNATURES

Department Authorization [Signature]Date 3-8-24Human Resources Review [Signature]Date 03/11/2024

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

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 1/01/2024  
(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 003920 (leave blank if new employee)

Name Sara Eggers

Department Regional Justice Center

Position Title Mental Health Professional

Pay Grade P100 Pay Step Step C

Status FULL TIME Union AFSCME 846-CS  
(full time, part time, temp)

Account Number 150.001.52360.11.737 (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

Ms. Eggers is moving to Step C per the CBA. This took effect January 1st, 2024. Ms. Eggers new rate of pay is \$8,535.29.

Please note the new Step Schedule.

Ms. Eggers will also receive retro for January - February

## STEP SCHEDULE (New Emp)

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

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

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

Step 5: Step D 1/2027

Step 6: Step E 1/2030

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

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

## SIGNATURES

Department Authorization C. Sharp

Date 3-7-24

Human Resources Review [Signature]

Date 03/07/2024

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

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 5-1-2024  
(Hire date for new employees)

## EMPLOYEE INFORMATION

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

Name Mackenzie Jared

Department Information Technology

Position Title Public Records Analyst

Pay Grade PW16 Pay Step 2

Status Full Union PTC  
(full time, part time, temp)

Account Number 010.052.51888.11.039 (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: 5-1-2025  
 Step 4: 5-1-2026  
 Step 5: 5-1-2027  
 Step 6: 5-1-2029  
 Step 7: 5-1-2031  
 Step 8: 5-1-2033

## SIGNATURES

Department Authorization ford J. Hart

Date 3-7-2024

Human Resources Review [Signature]

Date 03/07/2024

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

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 3/31/2024  
(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 005267 (leave blank if new employee)

Name Emily Lopez

Department Juvenile Detention

Position Title Juvenile Custody Officer

Pay Grade PW04 Pay Step 5

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

Account Number 010.085.52760.11.378 (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: \_\_\_\_\_  
 Step 7: \_\_\_\_\_  
 Step 8: \_\_\_\_\_

## SIGNATURES

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

Date 3/13/2024

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

Date 03/13/2024

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

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 3/31/2024 4/1/24  
(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 005267 (leave blank if new employee)  
 Name Emily Lopez  
 Department Juvenile Detention  
 Position Title Extra Help  
 Pay Grade \_\_\_\_\_ Pay Step \_\_\_\_\_  
 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 Retain as Extra Help

\*Attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

\$21.00/hour

## STEP SCHEDULE (New Emp)

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

## SIGNATURES

Department Authorization

Date 3/13/2024

Human Resources Review

Date 03/13/2024

Commissioner Approval

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 3/11/2024

(Hire date for new employees)

## EMPLOYEE INFORMATION

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

Name Caroline M. SideriusDepartment Juvenile DetentionPosition Title Extra Help

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

Status part-time Union \_\_\_\_\_  
(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

\$21.00/hr

## STEP SCHEDULE (New Emp)

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

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

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

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

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

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

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

## SIGNATURES

Department Authorization

Date 3/6/2024

Human Resources Review

Date 03/07/2024

Commissioner Approval

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 4/1/2024  
(Hire date for new employees)

## EMPLOYEE INFORMATION

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

Name Caroline M. Siderius

Department Juvenile Detention

Position Title Secure CRC Coordinator

Pay Grade PW16 Pay Step 6

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

Account Number 010.085.52760.11.356 (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

\$6,110.70/month  
\$73,328.40/year

## STEP SCHEDULE (New Emp)

Step 2: \_\_\_\_\_  
 Step 3: \_\_\_\_\_  
 Step 4: \_\_\_\_\_  
 Step 5: \_\_\_\_\_  
 Step 6: \_\_\_\_\_  
 Step 7: 4/1/2026  
 Step 8: 4/1/2028

## SIGNATURES

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

Date 3/13/2024

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

Date 03/13/2024

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

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 3/31/24

(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 005167 (leave blank if new employee)Name Lisa DowlingDepartment Natural resourcesPosition Title Natural resource specialist IPay Grade PW19Pay Step 5Status FT

(full time, part time, temp)

Union courthouseAccount Number 180.001.55490.10.11409 (required for new hires)

## REASON FOR CHANGE

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

\*Attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

## STEP SCHEDULE (New Emp)

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

# Resignation effective 3/31/24

## SIGNATURES

Department Authorization

Date 3/13/2024

Human Resources Review

Date 03/13/2024

Commissioner Approval

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 3/28/2024

(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 006121 (leave blank if new employee)Name Ronald ScollardDepartment Public Works - Leavenworth DistrictPosition Title Winter Truck Driver/LaborerPay Grade RC03H Pay Step 3Status Temp. 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 End of Season

\*Attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

## STEP SCHEDULE (New Emp)

Step 2: \_\_\_\_\_  
 Step 3: \_\_\_\_\_  
 Step 4: \_\_\_\_\_  
 Step 5: \_\_\_\_\_  
 Step 6: \_\_\_\_\_  
 Step 7: \_\_\_\_\_  
 Step 8: \_\_\_\_\_  
 Step 9: \_\_\_\_\_

## SIGNATURES

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

Date 3/13/24

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

Date 03/13/2024

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

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 4/1/2024  
(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 003941 (leave blank if new employee)

Name Kristoffer Perry

Department Public Works - Solid Waste Planning

Position Title Solid Waste Manager

Pay Grade PW26 Pay Step 5

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

Account Number 103.001.53790.11.996 (required for new hires)

## REASON FOR CHANGE

- ☐ New Hire\*  
☐ Promotion  
☐ Step Increase  
☐ Transfer  
☐ Reclassification  
☐ Termination  
☐ Retirement  
☐ Remove From Eden  
☐ Resignation  
☒ Other Cell Phone Stipend

\*Attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

Continuous \$50.00 monthly cell phone stipend starting April 2024

## STEP SCHEDULE (New Emp)

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

## SIGNATURES

Department Authorization

Date 3/13/24

Human Resources Review

Date 03/13/2024

Commissioner Approval

Date \_\_\_\_\_



# Employee Payroll Change Notice

EFFECTIVE DATE: 4/1/2024

(Hire date for new employees)

## EMPLOYEE INFORMATION

Employee # 003354 (leave blank if new employee)Name Lawrence DillinDepartment Public Works - OfficePosition Title Staff EngineerPay Grade PW25 Pay Step 8Status Full Time Union PTC (Courthouse)  
(full time, part time, temp)Account Number 110.001.54420.11.996 (required for new hires)

## REASON FOR CHANGE

- ☐ New Hire\*  
☐ Promotion  
☐ Step Increase  
☐ Transfer  
☐ Reclassification  
☐ Termination  
☐ Retirement  
☐ Remove From Eden  
☐ Resignation  
☒ Other Cell Phone Stipend

\*Attach copy of offer letter

## COMMENTS / ADDITIONAL INFORMATION

Continuous \$50.00 monthly cell phone stipend starting April 2024

## STEP SCHEDULE (New Emp)

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

## SIGNATURES

Department Authorization

Date 5/13/24

Human Resources Review

Date 03/13/2024

Commissioner Approval

Date \_\_\_\_\_

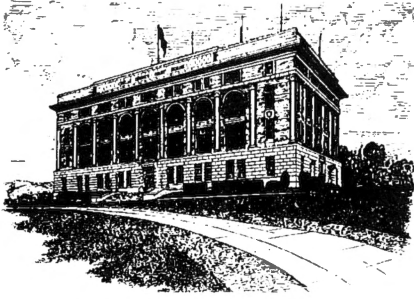
ADMINISTRATIVE AGENDA  
March 18, 2024

DISCUSSION ITEM:

1. District Court Judges RE: Lead Clerk Position
2. Administrative Update

ACTION ITEM:

1. Grant Services Agreement – 2024 Lodging Tax Funded Activities with Chelan Boys Basketball Boosters
2. Grant Services Agreement – 2024 Lodging Tax Funded Activities with Two Rivers Medieval Faire
3. Grant Services Agreement – 2024 Lodging Tax Funded Activities with Wenatchee Valley Velo Club
4. WaTech Service Level Agreement – Statewide Imagery Consortium



## CHELAN COUNTY DISTRICT COURT

ALLEN F. BLACKMON, JUDGE  
JON M. VOLYN, JUDGE

LEA N. GARNER, COURT ADMINISTRATOR

DATE: March 14, 2024

TO : CHELAN COUNTY BOARD OF COMMISSIONERS

FROM : LEA GARNER, CHELAN COUNTY DISTRICT COURT

RE: NEW LEAD CLERK POSITION

Dear Commissioners,

As things continue to change and evolve in employment needs, we must also continue to assess our current processes and adapt to those changes. District Court has been reviewing staffing needs, turn over rates, and retention ideas to determine an efficient and effective way to properly staff the court in a way that not only allows for effective and timely access to justice, but also allows us to invest in our employees and provide growth opportunities for our staff.

As the administration, it is our duty to evaluate workloads and processes, as well as how the daily tasks are implemented and executed, and the impact it has on the morale of the office. We continue to look for ways to provide assistance to our staff and show them that we take their performance and satisfaction seriously.

With a projected retirement date of a current administrator coming in the near future, as well as having two new court managers that are learning the requirements of their respective positions, succession planning is critical. We feel there is a need to create a new position of Lead Legal Clerk in District Court. The Lead Clerk position would replace one of our existing clerk positions. This position would not be a management one, but it would be a promotion if filled within the department, and a step in ~~that~~ the direction towards management succession planning by assigning the clerk more responsibilities than the current clerk position, and providing the direction and mentoring necessary to move into a management position when one is available.

In discussing how this would impact this department, we have determined the following:

- At a pay grade of PW11, it would be an increase in pay by \$456 per month, but could annually be a cost saving of approximately \$33,000 in the future when looking at longevity increases from new clerks to this proposed pay grade. This annual savings is based on the

need to create this position utilizing the number of current staffing levels as opposed to increasing staff.

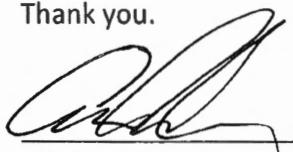
- It is needed in order to remove some of the tasks currently performed by the managers, alleviating some of their duties, and allowing for more efficient use of their time, as well as allowing them to focus on other critical tasks.
- Creates an incentive for staff by showing appreciation for longevity status and promoting employee retention.
- Promotes an environment that expresses the court's acknowledgment of value in experience obtained by length of service and provides an additional method of access to justice.
- Creates trust between staff and management by investing in opportunities to create growth within the department.
- Develops a stepping stone for succession planning as this position would only be available to current staff due to the experience and knowledge of processes that is required.

There are at least eight other courts in the state of Washington that operate with lead clerk positions, and we have been advised that it is a vital part of their operations. We feel this is a vital position that is needed in our court as well, for the reasons stated above.

Currently we have a clerk that we feel is deserving of being promoted to this position. She has proven to be an asset in the office by having taken on every task we have given her and has willingly assisted in helping others whenever she has the availability. She has shown interest in a management position, and we strongly feel that this would give her the tools needed to make that transition in the future if she chooses to do so.

We look forward to the opportunity to discuss this with you. Please feel free to contact us if you have any questions.

Thank you.



Allen F. Blackmon  
Judge

ELECTRONICALLY APPROVED

Jonathan M. Volyn  
Judge

\_\_\_\_\_  
Lea N Garner  
Court Administrator

## **Chelan County Lead Legal Clerk Job Description**

**Job Title:** Lead Legal Clerk  
**Department:** District Court  
**Reports To:** Court Administrator  
**FLSA Status:** Nonexempt  
**Pay Grade:** PW11– \$4,474.11 / \$5,857.99 DOE  
**Job Status:** Full-Time  
**Union Status:** Courthouse Bargaining  
**Prepared By:** Lea Garner, Court Administrator  
**Prepared Date:** March 14, 2024

### **SUMMARY**

The Lead Legal Clerk is a promote from within position only and is a transitional position that prepares the clerk for promotion into management. The clerk has responsibility for performing a wide variety of highly technical operations requiring specialized clerical knowledge. The employee is knowledgeable about all clerical activities associated with case processing in all aspects of the District Court office. The duties require unusual technical expertise in those aspects of court operations in which consequences of a clerical error would be significant. The individual possesses the skills and technical expertise to provide assistance to the judicial staff as well as the public by performing the following duties.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. (This listing may not include all of the duties or tasks which may be required by this position.)

- Responding to multi-line telephone and counter inquiries; sorting and routing documents and correspondence. May respond to or initiate correspondence related to the department.
- Analyze and accurately enter complex, technical data into computer applications, update, retrieve, and process case data in a timely manner.
- Prepare documents for scanning, verify and validate documents for necessary information, accuracy and completeness; index documents and ensure retrieval in electronic format. Maintain confidential documents as required by statute, court rule and/or the court.
- Receive payment of court fines, bail, penalty assessments, and fees; recording and receipting payments according to established court procedures. Work may involve responsibility for receipting and disbursing and accounting for large amounts of money.
- Arranging for time payments of fines, monitors payments and takes appropriate action for delinquent payments in accordance with court policy.
- Processing commitments, releases and referrals; contacting appropriate agencies (law enforcement, probation, custodial facilities, mental health and alcohol treatment centers, etc).
- Monitors case dispositions for compliance with court orders. Prepare various notices and documents for court review and signature.

## **Job Title: Legal Clerk**

### **Page 2**

- Issue and process bench warrants and subpoenas. Prepare and issue various notices, documents and correspondence on a case by case basis.
- Prepare daily and weekly court calendars for criminal, traffic infractions, civil and small claims cases; prepare cases for court sessions and insure appropriate documentation is scanned timely.
- Examine legal documents submitted to court for adherence to law or court procedures, preparing cases, and posting, filing, or routing documents.
- Scheduling and coordination of court hearings, non-jury trials, and jury trials. Securing information for judges, and contacting witnesses, attorneys, and litigants to obtain information for court, and issuing notice to all parties as when to appear in court. Procuring sufficient jurors or interpreters when necessary.
- Knowledgeable in the use of courtroom recording equipment, certification thereof and transcripts of all proceedings for appeals to superior court.
- Staffing courtroom during sessions, recording all proceedings, maintaining recording logs, marking exhibits, and recording case disposition and processing orders of the court. Responsible for all computer functions and interaction with counsel, law enforcement, the public and court observers.
- Keeping accurate and complete records by making required docket entries on the case management computer system, preparing issuance of orders for commitment and release, warrants, subpoenas, summonses, and other legal documents as ordered by the court.
- Explaining procedures or forms to parties in cases for conformity; determine proper course of action for assistance. Assist the public by providing routine information or answers as they relate to the business of the court.
- Perform other office duties as required by RCW, court rules and office policies or direction of the supervisor.
- Process weekly case review reports for compliance of sentence conditions.
- Maintain and print ample supply of all necessary office forms and brochures.
- Monitor office email and fax folder, and accurately distribute the communication to the appropriate clerk for processing.
- Assist management in training of new staff members in a peer-to-peer capacity if needed.
- Assume responsibilities and duties of other desks as needed due to staffing, up to and including any in court clerk for court calendar.
- All duties are subject to change as the needs of the employer and requirements of the job change.

### **SUPERVISORY RESPONSIBILITIES**

This job has no supervisory responsibilities.

### **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Job Title: Legal Clerk**

**Page 3**

Considerable knowledge of office practices; thorough knowledge of work related codes, laws, and legal terminology; ability to plan effectively; ability to work effectively in a high pressure environment; ability to make significant decisions in accordance with laws, regulations, and court policies and procedures; ability to express ideas concisely, orally and in writing, and to establish effective working relationships with co-workers, public officials and the general public.

**EDUCATION and/or EXPERIENCE**

High school diploma or general education degree (GED); and at least two years of progressively responsible experience in a court or legal setting or any combination of education and experience which provides the necessary knowledge, abilities, and skills. Ability to operate standard office equipment and computer with good typing speed and accuracy (45 words per minute net), and knowledge of general office procedures.

**LANGUAGE SKILLS**

Ability to read and interpret documents such as court orders, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization. **Fluent bi-lingual English/Spanish ability will be given consideration, but is not a requirement.**

**MATHEMATICAL SKILLS**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**REASONING ABILITY**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**CERTIFICATES, LICENSES, REGISTRATIONS**

None.

**PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision. **Daily attendance is critical and essential.**

**Job Title: Legal Clerk**

**Page 4**

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee has daily direct contact with people who may exhibit hostile behaviors, such as profanity, verbal abuse, and angry outbursts. The environment is often hectic and stressful.

The noise level in the work environment is usually moderate.

**GRANT SERVICES AGREEMENT  
RE: 2024 LODGING TAX FUNDED ACTIVITIES**

**THIS AGREEMENT**, made and entered into by and between Chelan County, a municipal corporation of the State of Washington, hereinafter referred to as "County," and "Chelan Boys Basketball Boosters" hereinafter referred to as "Contractor."

**WHEREAS**, the County, after the Lodging Tax Advisory Committee duly advertised, reviewed and recommended lodging tax funded activities, based on the information provided in the application attached hereto as the scope of work; and

**WHEREAS**, the Contractor represents that the tourism promotion activities in said application meet all the requirements set forth in RCW 67.28.1816i. And further agree to any reporting requirements set out in this RCW or otherwise required by the County.

**NOW, THEREFORE**, for and in consideration of the mutual benefits set out herein, it is agreed as follows:

1. **Services.** The Contractor shall perform the services identified in the attached Scope of Work (LTAC Application) as approved by the County's Lodging Tax Advisory Committee, and provide all staffing, materials and supplies in order to carry out such work.
2. **Funding Amount.** The County shall grant to the Contractor under this Agreement a sum not to exceed \$1,580.00 for satisfactorily carrying out the Scope of Work described in the LTAC Application. Payments made pursuant to this paragraph shall be the total compensation by the County for the services to be performed by Contractor. An accounting for all funds spent is required at year-end along with a brief synopsis of the event/activity. Any unused funds must be returned to the County, funds may not be reallocated to other activities.
3. **Indemnification.** Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.
4. **Term.** The term of this Agreement and the performance of the Contractor shall commence upon signing by both parties and shall terminate on December 31, 2024.
5. **Reporting.** Contractor shall complete the "State Required Reporting Information" within 14 days following the event/activity. This form **must** be returned to [CM.LTAC@co.chelan.wa.us](mailto:CM.LTAC@co.chelan.wa.us)
6. **No Discrimination.** Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 40.60.215 or other applicable law prohibiting discrimination.

7. **Dispute Resolution.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between Contractor and the County shall be referred for determination to the County Commissioners, whose decision in the matter shall be final and binding on the parties of this agreement, provided, however, that if an action is brought challenging the Commissioners' decision, that decision shall be subject to de novo judicial review. In the event of litigation over the terms of this agreement, each party shall bear its own attorney's fees and costs incurred therein.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**COUNTY**

By: \_\_\_\_\_  
Kevin Overbay, Commission Chair

**CONTRACTOR**

By: \_\_\_\_\_  
Print Name: Jenny Paletto  
Authorized Representative

**Attachments:**

- Article 1. Scope of Work – LTAC Application
- Article 5. Reporting – State Required Reporting Form

Chelan County Commissioners  
Attn: Kiisi Jones  
400 Douglas Street Suite 201  
Wenatchee, WA 98801

**GRANT SERVICES AGREEMENT  
RE: 2024 LODGING TAX FUNDED ACTIVITIES**

---

**THIS AGREEMENT**, made and entered into by and between Chelan County, a municipal corporation of the State of Washington, hereinafter referred to as "County," and "Two Rivers Medieval Faire" hereinafter referred to as "Contractor."

**WHEREAS**, the County, after the Lodging Tax Advisory Committee duly advertised, reviewed and recommended lodging tax funded activities, based on the information provided in the application attached hereto as the scope of work; and

**WHEREAS**, the Contractor represents that the tourism promotion activities in said application meet all the requirements set forth in RCW 67.28.1816i. And further agree to any reporting requirements set out in this RCW or otherwise required by the County.

**NOW, THEREFORE**, for and in consideration of the mutual benefits set out herein, it is agreed as follows:

1. **Services.** The Contractor shall perform the services identified in the attached Scope of Work (LTAC Application) as approved by the County's Lodging Tax Advisory Committee, and provide all staffing, materials and supplies in order to carry out such work.
2. **Funding Amount.** The County shall grant to the Contractor under this Agreement a sum not to exceed \$4,351.00 for satisfactorily carrying out the Scope of Work described in the LTAC Application. Payments made pursuant to this paragraph shall be the total compensation by the County for the services to be performed by Contractor. An accounting for all funds spent is required at year-end along with a brief synopsis of the event/activity. Any unused funds must be returned to the County, funds may not be reallocated to other activities.
3. **Indemnification.** Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.
4. **Term.** The term of this Agreement and the performance of the Contractor shall commence upon signing by both parties and shall terminate on December 31, 2024.
5. **Reporting.** Contractor shall complete the "State Required Reporting Information" within 14 days following the event/activity. This form **must** be returned to [CM.LTAC@co.chelan.wa.us](mailto:CM.LTAC@co.chelan.wa.us)
6. **No Discrimination.** Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 40.60.215 or other applicable law prohibiting discrimination.

7. **Dispute Resolution.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between Contractor and the County shall be referred for determination to the County Commissioners, whose decision in the matter shall be final and binding on the parties of this agreement, provided, however, that if an action is brought challenging the Commissioners' decision, that decision shall be subject to de novo judicial review. In the event of litigation over the terms of this agreement, each party shall bear its own attorney's fees and costs incurred therein.

**EXECUTED** this 14 day of January, 2024.

**COUNTY**

By: \_\_\_\_\_  
Kevin Overbay, Commission Chair

**CONTRACTOR**

By: Ashley Frost  
Print Name: Ashley Frost  
Authorized Representative

**Attachments:**

- Article 1. Scope of Work – LTAC Application
- Article 5. Reporting – State Required Reporting Form

**GRANT SERVICES AGREEMENT  
RE: 2024 LODGING TAX FUNDED ACTIVITIES**

---

**THIS AGREEMENT**, made and entered into by and between Chelan County, a municipal corporation of the State of Washington, hereinafter referred to as "County," and "Wenatchee Valley Velo Club " hereinafter referred to as "Contractor."

**WHEREAS**, the County, after the Lodging Tax Advisory Committee duly advertised, reviewed and recommended lodging tax funded activities, based on the information provided in the application attached hereto as the scope of work; and

**WHEREAS**, the Contractor represents that the tourism promotion activities in said application meet all the requirements set forth in RCW 67.28.1816i. And further agree to any reporting requirements set out in this RCW or otherwise required by the County.

**NOW, THEREFORE**, for and in consideration of the mutual benefits set out herein, it is agreed as follows:

1. **Services.** The Contractor shall perform the services identified in the attached Scope of Work (LTAC Application) as approved by the County's Lodging Tax Advisory Committee, and provide all staffing, materials and supplies in order to carry out such work.
2. **Funding Amount.** The County shall grant to the Contractor under this Agreement a sum not to exceed \$17,500.00 for satisfactorily carrying out the Scope of Work described in the LTAC Application. Payments made pursuant to this paragraph shall be the total compensation by the County for the services to be performed by Contractor. An accounting for all funds spent is required at year-end along with a brief synopsis of the event/activity. Any unused funds must be returned to the County, funds may not be reallocated to other activities.
3. **Indemnification.** Contractor shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.
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6. **No Discrimination.** Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 40.60.215 or other applicable law prohibiting discrimination.


7. **Dispute Resolution.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between Contractor and the County shall be referred for determination to the County Commissioners, whose decision in the matter shall be final and binding on the parties of this agreement, provided, however, that if an action is brought challenging the Commissioners' decision, that decision shall be subject to de novo judicial review. In the event of litigation over the terms of this agreement, each party shall bear its own attorney's fees and costs incurred therein.

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**COUNTY**

By: \_\_\_\_\_  
Kevin Overbay, Commission Chair

**CONTRACTOR**

By:  \_\_\_\_\_  
Print Name: Jason Bollinger  
Authorized Representative

Attachments:

- Article 1. Scope of Work – LTAC Application
- Article 5. Reporting – State Required Reporting Form



## SERVICE LEVEL AGREEMENT

Statewide Imagery Consortium Group	Chelan County Imagery Consortium Contributing Member
WaTech Service Level Agreement Number: <b>2024-001</b>	
WaTech Customer Service Agreement Number: <b>8040-0</b>	
Customer Contract Number (optional):	

### 1. Purpose

This Service Level Agreement Number 2024-001 (SLA) is executed by the Washington State Consolidated Technology Services (CTS), hereinafter referred to as Washington Technology Solutions (WaTech) and Chelan County hereinafter referred to as the Customer, pursuant to the terms and conditions of Customer Service Agreement Number 8040-0 (CSA). The parties acknowledge they have read and understand the terms and conditions therein and by this reference incorporate those terms in this SLA. All rights and obligations of the parties shall be subject to and governed by the terms of the CSA and the SLA. This SLA sets forth the obligations of the parties with respect to WaTech's provision of Statewide Imagery Services to the Customer.

### 2. Term and Termination

The term of this SLA is effective upon the date of execution by both parties and shall remain in full force and effect until April 1, 2026 unless extended upon written mutual agreement between the parties or terminated as specified below.

Either party may cancel or terminate this SLA pursuant to the terms of the CSA or upon 10 business days' written notification to the other party. In the event the CSA is terminated, this SLA shall also terminate on the CSA termination date.

This SLA supersedes and replaces all prior SLAs for Statewide Imagery Consortium Group imagery services.

### 3. Scope of Work

CTS shall furnish the access to the Web based services, and a hard copy of the applicable State/County/City specific data and otherwise do all things necessary to make access to the data and service possible as defined in the ***Technical Specification and Requirements (Schedule B)*** and subject to the ***End User License Agreement (EULA)*** included in Contract 20-077 between CTS/WaTech and Ascent GIS, references in Schedule A to contract period refer to the original contract, not this SLA (***Schedule A***).

### 4. Pricing and Service Fees

The total dollar amount expended under this SLA shall not exceed \$10,000.00 per year for 2 years.

## 5. Billing and Invoices

Billing and invoicing will be handled by Consolidated Technology Services and invoiced yearly using the Customers assigned Consolidated Technology Services Account Code.

## 6. Service Level Agreement Changes

This SLA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the SLA and will take precedence over the original SLA.

## 7. Order of Precedence

If there is a conflict between this SLA and the CSA, the conflict will be resolved by giving precedence first to this SLA and then to the CSA.

## 8. SLA Management

Unless otherwise indicated, all correspondence regarding this SLA should be directed to:

<b>Primary Contact Name:</b> Cathy Mulhall	<b>Primary WaTech Contact Name:</b> Joanne Markert
<b>Title:</b> County Administrator	<b>Title:</b> Program Manager
<b>Address:</b> 400 Douglas St, Suite 201 Wenatchee, WA 98801	<b>Address:</b> 1500 Jefferson Street SE Olympia, WA 98501
<b>Phone:</b> 509.667.6216	<b>Phone:</b> 360.407.8691
<b>E-Mail:</b> <a href="mailto:cathy.mulhall@co.chelan.wa.us">cathy.mulhall@co.chelan.wa.us</a>	<b>E-Mail:</b> <a href="mailto:joanne.markert@watech.wa.gov">joanne.markert@watech.wa.gov</a>
<b>Billing email:</b> <a href="mailto:cathy.mulhall@co.chelan.wa.us">cathy.mulhall@co.chelan.wa.us</a>	

## 12. Termination for Convenience

Either CTS/WaTech or the Customer may terminate this Contract, including all Statement(s) of Work if applicable, in whole or in part, by fourteen (14) calendar days' written notice to the other party. If this SLA is so terminated, the Customer is liable only for payments required by the terms of this SLA or any SOW for Services received and accepted prior to the effective date of termination.

## 13. Authorization/Acceptance

This SLA and the CSA constitute the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this SLA. Customer hereby authorizes CTS to perform the services described herein. The Parties hereby acknowledge and accept the terms and conditions of this SLA.

**IN WITNESS WHEREOF, the parties have executed this Service Level Agreement.**

**APPROVED**

State of Washington  
Consolidated Technology Services/Washington  
Technology Services (WaTech)

**APPROVED**

Chelan County

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Signature

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Signature

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Joanne Markert

---

Print or Type Name

---

Print or Type Name

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State GIS Coordinator

---

Title

Date

---

Chairman Chelan, County Board of Commissioners

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Title

Date

Approved as to Form by the Office of the Attorney General

## Schedule A

### *End User License Agreement (EULA)*



#### END USER ACCESS AGREEMENT

**IMPORTANT - READ CAREFULLY BEFORE ACCESSING INFORMATION FROM THIS HEXAGON-ENABLED WEB SITE, DOWNLOADING INFORMATION OR USING SERVICES FROM HEXAGON. BY ACCESSING THIS HEXAGON-ENABLED WEB SITE OR OTHER MEANS OF ACCESSING OR DOWNLOADING INFORMATION, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, DO NOT ACCESS THIS INFORMATION FROM ANY HEXAGON-ENABLED WEB SITE, OR OTHER MEANS OF ACCESSING OR DOWNLOADING INFORMATION. ACCESS TO THE GEOSPATIAL DATA IS GRANTED BY HEXAGON EXCLUSIVELY ON THESE TERMS OR OTHER TERMS EXPRESSLY AGREED IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF HEXAGON.**

This End User Access Agreement is between you and Leica Geosystems Inc. ("Hexagon"), a Delaware corporation with a place of business at 5051 Peachtree Corners Cir., Suite 250, Norcross, GA 30092, USA.

**Access and Rights.** During the subscription period as set forth in the ordering webpage, Hexagon grants access to various physical world data including but not limited to: 1) stereo, ortho-rectified, and/or oblique aerial imagery, 2) point cloud, elevation, and/or digital surface model data, 3) various derivative natural or humanmade geographic feature data, and 4) associated metadata or attribute information (the "Geospatial Data") through the online services provided by Hexagon (the "Services") to you and such other persons authorized by you to use the Services in accordance with the Acceptable Use Policy (you and such authorized users hereinafter being collectively referred to as the "Authorized End Users"), for which you have paid the required fees. You are responsible for compliance with the terms of this End User Access Agreement by the Authorized End Users you delegate or to whom you grant log-in credentials to the Services.

During the subscription period set forth in the ordering webpage, and subject to payment of fees and compliance with this Agreement, Authorized End Users may (i) consume Geospatial Data through a desktop and/or web-based GIS application (to the extent compatible with the Geospatial Data), (ii) combine vector layers and other data sets with the Geospatial Data, (iii) create reports, marketing collateral, and other work product of yours ("Your Work Product") containing the Geospatial Data (iv) print images of Geospatial Data in hardcopy. You may deliver, or give access to, Your Work Product to your customers, provided your customers are bound not to distribute, copy or publish Your Work Product containing the Geospatial Data except for internal purposes and not for further sale or distribution, unless you are using an unpaid evaluation license, in which case you may not copy, give access to, or distribute Your Work Product that contains the Geospatial Data. For purposes of this End User License Agreement "internal purposes" means use consistent with CTS' provider status in RCW 43.105.

**Attribution.** In Your Work Product (including work product created by you or your other Authorized End Users) that contains or reproduces the Geospatial Data, you shall give notice that the Geospatial Data is "Copyright 2019 Hexagon" or as adjusted to the then current year or such other notice as Hexagon may instruct from time to time in writing.

**Ownership.** Geospatial Data is not sold to the Authorized End User and no ownership rights are transferred to the Authorized End User. The Geospatial Data is owned by Hexagon or its licensors.

**Confidentiality.** "Confidential Information" means all information disclosed by Hexagon ("Disclosing Party") to an Authorized End User ("Receiving Party"), whether orally or in writing, that is designated as confidential or that relates to the Services, including the terms of this Agreement (including pricing). Confidential Information excludes any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party, or (v) is not exempt under the Washington Public Records Act RCW 42.56.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind, but in no event less than reasonable care, to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope

of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who are under confidentiality obligations with the Receiving Party not materially less protective than those herein. The Receiving Party shall destroy Confidential Information in its possession upon termination of this agreement. Nothing in this section grants rights to Geospatial Data greater than those set forth in section 1 of this Agreement.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**Fees and Taxes.** The ordering web page sets forth the fees, subscription term and other terms related to access and use of the Geospatial Data, and is hereby incorporated into, and forms a part of, this Agreement. Fees are exclusive of all applicable sales, use, value added, GST, and other taxes (and all applicable tariffs, customs duties and similar charges), and you will be responsible for payment of all such taxes (other than taxes based on the net income of Hexagon), tariffs, duties and charges (and any related penalties and interest), payable in connection with this Agreement or the provision of Services hereunder. The total invoice amount for fees is subject to increase by the amount of any taxes which Hexagon is required to pay and/or which you are required to withhold, collect or pay upon the fees so that Hexagon receives the full amount of the fees invoiced. If you are claiming tax exemption status, you must provide a copy of a valid tax exemption certificate.

**Restrictions.** The Geospatial Data and Services may only be used by the Authorized End User or by individual users authorized in writing by Hexagon, and not by any other party, whether or not affiliated with the Authorized End User. Except as otherwise expressly provided in this End User Access Agreement, no part of the Geospatial Data, the Services or products derived therefrom, or any right granted under this Agreement may be copied, sold, rented, leased, lent, sub-licensed, disclosed, or transferred to any other person or entity. The Authorized End User shall not use any part of the Geospatial Data or the Services to develop or derive any other product or service for distribution, disclosure, or commercial sale, whether by hardcopy, digital medium or web service, without a license specifically authorizing it to do so, with the understanding that no such right is granted under this Agreement except in connection with Your Work, which your customers may use for internal purposes, strictly as provided in paragraph 1. You have no other rights to the Geospatial except as expressly set forth in paragraph 1 or the ordering web page. Without limiting the foregoing, you may not re-sell or re-distribute or give access to the Geospatial Data as a web service. You may not use the Geospatial Data in connection with a service bureau or for time-sharing purposes or in any other way allow third parties to exploit the Geospatial Data, except your customers as specifically authorized by this End User Access Agreement. You shall not provide passwords or other log-in information to any third party, except as specifically authorized by this End User Access Agreement. The Authorized End User acknowledges that the Geospatial Data and Services contain and embody proprietary materials, valuable data, trade secrets, and copyrights of Hexagon and its licensors and suppliers. Unauthorized reproduction, modification, distribution, or display of the Geospatial Data or the Services in whole or in part, and in any manner not expressly authorized in this Agreement, are prohibited. The Authorized End User shall keep confidential and use its best efforts to protect the Geospatial Data and the Services and prevent their unauthorized disclosure or use. The Authorized End User shall immediately notify Hexagon upon discovering evidence of a current or threatened misuse or unauthorized use or disclosure of the Geospatial Data or Services by any party. The Authorized End User may not modify, distort, disassemble, decompile or in any way attempt to reverse engineer the Services or any software provided as part of the Geospatial Data or the Geospatial Data itself. Each Authorized End User shall comply with the Acceptable Use Policy.

The Authorized End User may not transfer the Geospatial Data to or store the Geospatial Data or the Services in any electronic network for use by more than the number of users authorized in writing by Hexagon, unless it obtains prior written permission from Hexagon and pays associated additional fees.

If the Authorized End User is a federal, provincial, state or local government agency, the Geospatial Data is licensed solely to the particular agency and not to any other government agency unless explicit authorization has been received from Hexagon.

**Evaluation Access.** Hexagon may grant a right to access the Services during an evaluation period. In addition to the restrictions set forth above, Authorized End Users, during an evaluation period, shall use the Services for evaluation only, and shall not use the Services for any commercial or profit-making activity, including, but not limited to, non-revenue commercial activities such as marketing, bid submission, and promotion. Upon termination of the evaluation period, the Authorized End Users shall return or destroy all Geospatial Data and any reports, documents or files incorporating the Geospatial Data.

**Non-Hexagon Services.** Hexagon may offer certain Services, or features or functions within Services, made available by unaffiliated third parties ("Non-Hexagon Services"). Accessing such Non-Hexagon Services may cause your computer to communicate with a third-party website. Such connectivity or access to third party websites or third-party materials is governed by the terms found on such sites, and access to and use of Non-Hexagon Services may require your agreement to separate terms. Linking to or use of Non-Hexagon Services constitutes your agreement with such terms. Hexagon Group Companies are not a party to such third-party agreements and are not responsible for such Non-Hexagon Services. Hexagon may at any time, for any reason, modify or discontinue the availability of any Non-Hexagon Services.

**Hexagon Affiliates.** You acknowledge that Hexagon has Affiliates and subcontractors worldwide. You acknowledge and agree that Hexagon affiliates and subcontractors are entitled to provide the Services to you.

**Warranty Disclaimer and Limit of Liability.** THE GEOSPATIAL DATA AND THE SERVICES ARE PROVIDED "AS IS," AND HEXAGON MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UPTIME, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT WILL HEXAGON AND ITS AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOST DATA. THE AUTHORIZED END USER ACKNOWLEDGES THAT ITS SOLE REMEDY UNDER THIS AGREEMENT IS TO REQUIRE HEXAGON TO REDELIVER THE GEOSPATIAL DATA GIVING RISE TO ANY BREACH OF THIS AGREEMENT OR BREACH OF DUTY. THE AGGREGATE LIABILITY OF HEXAGON FOR ALL OTHER LOSSES, LIABILITIES, CLAIMS, DAMAGES OR ASSESSMENTS, OF ANY KIND OR NATURE, SHALL NOT EXCEED THE LICENSE FEES PAID BY THE AUTHORIZED END USER TO HEXAGON WITH RESPECT TO THE GEOSPATIAL DATA OR THE SERVICES AT ISSUE IN ANY DISPUTE OR CLAIM.

The Authorized End User agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether the Authorized End User has accepted the Geospatial Data or any other product or service delivered by Hexagon. The Authorized End User acknowledges and agrees that Hexagon has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

In addition, in no event shall Hexagon be liable for any third-party websites that appear in or are referenced by the Hexagon ordering web page.

**Acceptable Use.** You shall ensure all your Authorized End Users comply with the Acceptable Use Policy ("AUP"). The latest version of AUP posted <https://hxgncontent.com/global/acceptable-use-policy>, is incorporated herein by reference. An Authorized End User may be prompted with review and acceptance of the AUP to gain access to the Services. Hexagon reserves the right to change the AUP at any time. Any update to the AUP may require each Authorized End User to re-accept the modified AUP. Failure to comply with the AUP may result in suspension of the Services or termination of this Agreement for material breach. During any period of suspension, you will still be liable for payment of the applicable fees.

**Term.** Hexagon may terminate this End User Access Agreement, which will terminate all access to the Services and the Geospatial Data, if the Authorized End User fails to comply with any term of this Agreement. In the event of termination, the Authorized End User must immediately return the Geospatial Data to Hexagon or destroy it and certify this destruction in writing to Hexagon.

**Complete Agreement.** This Agreement and ordering web page set forth the complete and exclusive statement of the understanding between the Authorized End User and Hexagon with respect to the Geospatial Data and the Services and may be amended or modified only in a written instrument signed by a duly authorized representative of both parties. If any provision is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be valid and enforceable. Without the prior written consent of Hexagon, neither this Agreement nor any of the rights granted by it may be assigned or transferred by the Authorized End User. This restriction on assignments or transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger or consolidation.

- Export.** You acknowledge that this Agreement and the performance thereof is subject to compliance with any and all applicable Swiss, Canadian, EU and United States laws, regulations, or orders relating to export. You expressly acknowledge and agree that you will not export, re-export, transfer or release the Geospatial Data in whole or in part to (a) any EU, Swiss, Canadian and/ or U.S. embargoed country (or to a national or resident of any EU, Swiss, Canadian and/ or U.S. embargoed country); (b) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (c) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (d) any person or entity on any EU or Swiss or US Denied Parties Lists; or (e) any person or entity where such export, re-export or provision violates any EU or Swiss or Canadian or U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to EU or Swiss or Canadian or U.S. export laws as they may occur from time to time.
- Force Majeure.** Except for your payment obligations, neither party will be held liable or responsible for delay or failure to perform any of such party's obligations under this Agreement occasioned by any cause beyond its reasonable control, including but not limited to war; terrorist acts; civil disturbance; fire; flood; earthquake; acts or defaults of common carriers; governmental laws, acts, regulations, embargoes or orders; or any other cause, contingency or circumstance not subject to such party's reasonable control. The affected party will resume full performance of interrupted obligations as soon as practicable upon cessation of intervening causes.
- Notices.** Notices permitted or required under this Agreement shall be in writing and delivered personally (including courier service), by certified or registered mail, return receipt requested, or by confirmed facsimile transmission. Notices shall be effective upon receipt. If notice is sent to Hexagon, it shall be directed to Attn: Legal Department.
- Precedence.** In the event of a conflict or inconsistency in the Agreement documents, the following order of precedence shall apply: (i) the ordering webpage, (ii) the Acceptable Use Policy, and (iii) this End User Access Agreement. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations.
- Governing Law.** The interpretation, Agreement shall be governed by the following law: (a) if the Authorized End User is a government entity, the applicable laws of the Authorized End User, (b) in all other cases, the law of the state of Georgia, U.S.A., excluding its choice of law principles.
- Restricted Rights to U.S. Federal Agencies.** As prescribed in FAR 27.409(f), the Geospatial Data is existing data, and is licensed to the U.S. government under clause: 52.227-18 Rights in Data-Existing Works.
- No Joint Venture.** This Agreement shall not create any relationship between you and Hexagon as joint ventures, partners, associates, or principal and agent. Neither party is granted any right of authority and shall not create any obligation or responsibility for or on behalf of the other party. Neither party shall have the authority to bind the other party.

**Electronic Agreement.** You expressly consent and agree that ordering webpages and related Hexagon forms may be electronically signed or acknowledged and agreed, and that such electronic signatures shall be treated, for purposes of validity, enforceability as well as admissibility, the same as written signatures.

Special Terms and Conditions which are granted to Washington State with regards to the End User License Agreement.

**Special Terms and Conditions**

- 1) The following entities shall be allowed unlimited access licenses;
  - a. All State Government Agencies and Regents-level institutions
  - b. All County-level governments
  - c. All Municipal (city) governments
  - d. All Public Safety Answering Points (PSAP)
  - e. Tribes who are served and part of E911 and NG911
  - f. Any commercial firm or organization holding an active contract to conduct work on behalf of the entities listed above.
- 2) Authorized users shall be allowed to develop and publish, not for monetary gain, publicly available web applications which utilize orthoimagery or web map service(s), in a view-only mode with no download capability.
- 3) Authorized users shall be allowed to print and distribute, not for monetary gain, hardcopy format maps that display the orthoimagery.
- 4) At the end of the contract period, all previous vintage data will enter into a perpetual license. At the end of the contract period, if not renewed, the web services will no longer be provided. However, the license allows for perpetual use of the previous vintage data for all approved users. Upon renewal of the contract or refresh of the data, the previous vintage data will be allowed in the public domain.

**CUSTOMER**

\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Schedule B

### Technical Specifications and Requirements



**HEXAGON**  
IMAGERY PROGRAM

Specification	15cm Program	30cm Program
(Planned) allowable GSD	0.2m nominal GSD with ADS100 HR mode	Maximum 0.4 meter
Accuracy	15cm : RMSE x/y 0.5m  RMSEr = 0.71m  CE90 = 1.07m  CE95 = 1.22m	RMSEx/y = 1.2m  RMSEr = 1.7m  CE90 = 2.6m  CE95 = 3.0m
Minimum sun angle	30° minimum, however, every effort should be made to acquire the downtown core as well as any tall building filler lines at the highest solar possible in the day.	30°
Cloud/cloud shadow	<p>[Cloud cover] must be less than 3% per 5 km by 5 km block, and less than 5% per square kilometre image. Any detail obscured must not include urban areas and housing or roads in rural areas. In mountainous areas these criteria may be relaxed to 10% obscured per 5 km by 5 km block is provided housing and roads are not obscured. Provided the above criteria have been met, in instances where small areas of cloud remain and providing every effort has been made to remove cloud using adjoining imagery, there is no further requirement to manually edit remaining cloud. For the avoidance of doubt, in these limited circumstances, visible lines along cloud edges are acceptable.</p> <p>[Cloud shadow] - 6% per 5 km by 5 km is acceptable providing that real-world detail such as road markings and street furniture can be clearly viewed throughout the imagery.</p>	≤10% and not obscuring HVA area or paved roads or other transportation network
Smoke/fire	See cloud cover	May be cause for rejection
Persistent smoke (volcano, factory, crop burn, etc.)	See cloud cover	Allowable – not cause for rejection
Snow/ice cover	Must be less than 3% per 5 km by 5 km block, and less than 5% per square kilometre image. Any detail obscured must not be of high significance (for example any urban area and housing or roads in rural areas). In mountainous areas this may be relaxed to 10% obscured per 5 km by 5 km block, provided only small amounts of ground detail are affected.	Permanent snow/ice is acceptable
Specular reflection	Must not be detrimental to the image appearance or impede the ability to extract information from the imagery when viewed at true scale (that is 1:1).	Allowable provided shoreline and surrounding features are not obscured
Maximum allowable image shear	≤ 3 pixels	≤ 3 pixels
Band-to-band pixel misregistration	≤ 0.5 pixel and no perceivable color fringing	≤ 0.5 pixel and no perceivable color fringing
Sidelap	Urban areas minimum 30% or greater with ADS100 Urban areas minimum 15% or greater with ADS120 See building Lean below for supplemental flightlines	Minimum 27%
Non-pixel data	DN value of 0 and 255 reserved for non-data	DN value of 0 and 255 reserved for non-data
Acceptable image blemishes, scratches, artifacts, etc.	Imagery should be blemish and artifact free	Imagery should be blemish and artifact free
Flooding/standing water	Must be less than 3% per 5km by 5km, and less than 1% per square kilometre image. Any detail obscured must not be of high significance or represent key	Acceptable as long as paved roads or agricultural field boundaries are

## Administrative Agenda 3/18/24

	features on the ground, for example; urban areas, housing, communication routes and field boundaries.	not obscured
Occlusions	Smearing from DEM inaccuracies or occlusions that exceed 3% of a 5km X 5km area are not acceptable.	No stated policy but subject to call-out
Smearing	Smearing caused by turbulence is not acceptable.	No stated policy but subject to call-out
Clipping	Cumulative luminosity pixel count for bins 0-5 and 250-255 shall not be less than 98%,preferably > 99%	Cumulative luminosity pixel count for bins 0-5 and 250-255 shall not be less than 98%,preferably > 99%
Contrast	Must be consistent across the block. The appearance of too much contrast where shadows become too dark or too little contrast where the appearance is of a flat nature must be avoided. This applies to all topography, including monotone.	Difference between cumulative pixel counts containing 99% and 1% of the data shall be greater than 59% of the bit depth, $\pm 4\%$ Target: 150 Minimum: 140 Maximum: 160
Brightness	Mean pixel count within $\pm 7.5\%$ of the middle DN value Minimum: 108 Maximum: 147	Mean pixel count within $\pm 7.5\%$ of the middle DN value Minimum: 108 Maximum: 147
Color balance	Neutral objects shall be have a DN difference of no more than 5 for any RGB triplet. Should be consistent across the supplied block with minimal banding caused by vignetting or hot spots due to excessive light. The appearance of the image must be a realistic representation of the true colour on the ground. Pre-delivery samples may be requested.	Neutral objects shall be have a DN difference of no more than 5 for any RGB triplet
Bridge warp/smear	Bridge/freeway/causeway warp/smear is not acceptable. Modifications undertaken to reduce pixel stretch must ensure that the resultant ortho image is a realistic representation of real world features. Pixel stretch on man-made features, building, bridges, and other elevated features, where the geometric fidelity of the feature is compromised, may be reduced using image manipulation software provided there is no over simplification or unrealistic fabrication of real world detail (for example buildings, roads and railways).	Bridge/freeway/causeway warp/smear is not acceptable
Building seamline sheer	Visible joins between ortho-images and flight lines within each block should be avoided but will be accepted under the following conditions: they do not hide detail or adversely affect the ability to extract information from the image; they do not stretch the entire length of the seamline, for example clearly outlining entire images; they do not impact geometric fidelity (no change in shape or alignment between images); there is no positional shift between images along visible lines; and o the colour difference is slight and/or well graduated and consistent both within the block and with edgematched blocks in the Imagery Layer. they are along any cloud edges remaining from the Cloud Cover conformity.	Within HVAs only
Building Lean	Supplemental flightlines will be added as required to minimize building lean. Buildings over 60ft tall that are not at nadir will be assessed for lean. Seamlines will be moved to use the most nadir data. The objective is to have the centre line of roads visible.	

## **AGREEMENT FOR CONSTRUCTION MANAGEMENT, PAYMENT OF AND REIMBURSEMENT FOR CONSTRUCTION EXPENSES**

This Agreement for Construction Management, Payment of and Reimbursement for Construction Expenses ("Agreement") is made and entered into by and between Chelan County ("Chelan County"), Cascade Orchards Irrigation Company ("COIC") and Washington Water Trust ("WWT") (each a "Party" and together, the "Parties") as of the Effective Date defined below.

### **RECITALS**

A. COIC is the owner of Icicle Creek Adjudicated Certificate No. 1 (sometimes identified by S4-\*35001JWRIS) ("Water Right") holding a priority date of January 1, 1905 and as confirmed by the Chelan County Superior Court General Adjudication of Icicle Creek on October 28, 1929. The Water Right authorizes COIC to divert from Icicle Creek for the purpose of irrigation.

B. On April 20, 1940, Washington State Supervisor of Hydraulics (the predecessor agency now known as the State of Washington State Department of Ecology ("Ecology")) granted COIC a permit to deliver water to the United States through a 1939 Easement and Maintenance Agreement, which is attached as Exhibit C to the Water Right ("Temporary Permit"). The Temporary Permit authorized a temporary change to the place of use of "surplus waters", as defined in the permit, to the United States at its Leavenworth National Fish Hatchery ("LNFH") for "periods when such water is not required by the Cascade Orchards Irrigation Co.". The temporary change as provided in Exhibit C to the Water Permit is "for an indefinite time". The temporary change added fish hatchery and rearing pond operation as permitted purposes of use for the surplus water.

C. On August 25, 2023, the State of Washington Department of Ecology ("Ecology") issued a Report of Examination ("Report of Examination"), authorizing a change to COIC's Water Right under Change Authorization CS4-35001J@1. The Report of Examination added an authorized instream flow (non-consumptive) additional purpose of use for the Water Right, quantified at 11.9 cubic feet per second (cfs) and 4012.6 acre-feet per year (afy), and a change to the point of diversion from Icicle Creek River Mile ("RM") 4.5 to Icicle Creek RM 1.9 for up to 8.0 cfs and 1,319 afy for continued beneficial use by COIC for the irrigation of up to 420 acres.

D. Icicle Creek is identified as critical habitat contributing to the recovery of steelhead, *Oncorhynchus mykiss*, currently listed as threatened, in the Upper Columbia River Evolutionary Significant Unit (UCR-ESU). The purpose of this Agreement is to facilitate funding for and construction of and implementation of a project that will address restoration needs for this and other fish populations through COIC's discontinuance of use of its existing diversion at RM 4.5 and gravity-fed irrigation system and replacing it with a new diversion at RM 1.9, pump station and a pressurized irrigation system downstream, restoring 11.9 cubic feet/second (cfs) of permanent flows in Primary Reach A to Icicle

Creek (collectively, the “Project”). A preliminary budget for construction of the Project is attached as Exhibit A-1, and a description of the Project is attached as Exhibit A-2.

E. COIC intends to participate in the Project for construction of the pumping plant at Icicle Creek RM 1.9 and a pressurized piping system, replacing their current delivery system. COIC is willing to implement the Project by way of a permanent change to the point of diversion of COIC’s water rights downstream from Icicle Creek River Mile 4.5 to a new location at Icicle Creek RM 1.9 and by way of a change of purpose of use to include instream flow for instream flow reaches enhanced by the Project and as generally authorized in the Report of Examination.

F. COIC and WWT ~~intend to have received reasonably acceptable assurances as to the availability of funding for the purchase of the water rights and have~~ entered into a separate Water Right Purchase and Sale Agreement ~~concurrently with or prior to this Agreement~~ for the sale of a specified portion of the COIC Water Right, as authorized for change, ~~and for transfer~~ to Ecology for permanent protection in the Washington State Trust Water Rights Program, for the purpose of enhancing environmental instream flows in Icicle Creek (“Water Purchase Agreement”).

G. The Parties’ obligations under this Agreement are contingent upon securing of full funding for both the Water Purchase Agreement and the Project, in addition to the contingencies outlined in Section 11 below and as otherwise provided in this Agreement.

H. Upon completion of the Project ~~and connection of its shareholders to the new pressurized irrigation system~~, COIC will: (i) permanently discontinue use and diversions from its existing diversion and move its point of diversion downstream to a new point of diversion at Icicle Creek RM 1.9 within Chelan County Tax Parcel Number 241713510251; (ii) terminate its surplus water and intake maintenance agreement with the United States; and (iii) end the temporary permit with Ecology. Upon completion of the Project, COIC will own the new pump station and piped irrigation system.

I. COIC’s agreement to participate in the Project under the terms of this Agreement is and remains contingent upon access to up to 8 cfs for the purposes of irrigation, and its approval of the design of a new diversion, pump station and pressurized piped irrigation system designed to deliver water at up to 8 cfs and 25 PSI to all shareholders and customers within its service area.

J. WWT is a “nonprofit nature conservancy organization” as defined in Revised Code of Washington (“RCW”) 64.04.130 and RCW 84.34.250, and is a tax-exempt organization under Internal Revenue Code Section 501(c)(3). The mission of WWT is to restore instream flows in Washington’s rivers and streams by acquiring existing water rights through purchase, lease, or donation and changing those water rights to instream flow uses. WWT does not conduct or participate in on-the-ground construction activities, nor does it retain contractors to carry out construction activities.

K. Chelan County is a municipal entity that provides, among other things, services for enhancement of natural resources located within Chelan County, including services for the enhancement of fish habitat on the rivers and tributaries within Chelan County.

L. Chelan County is willing to oversee construction activities associated with the Project on behalf of COIC and in furtherance of Chelan County's role within the Icicle Work Group and participation in identifying and implementing comprehensive water resource management strategies for the services for Icicle Creek Subbasin. In furtherance of this effort, Chelan County is willing to assist in construction management and facilitate payment for Project-related costs on condition that Chelan County be fully reimbursed for all direct costs and expenses incurred in connection with the Project.

M. Chelan County intends to secure additional funding agreements from the Colville Confederated Tribes, Grant County PUD Priest Rapids Coordinating Committee, Washington State Recreation and Conservation Office, Chelan County PUD Tributary Committee, Washington State Department of Ecology – Office of the Columbia River, and possibly others to provide for full funding for the Project. Funding secured will be used to reimburse Chelan County for all costs related to completion of the Project as provided in this Agreement.

N. WWT intends to provide reimbursement funding in the amount of \$1,250,000.00 from Microsoft Corporation which shall be applied to or reimburse Chelan County for costs related to construction of the Project as provided in this Agreement.

O. COIC intends to provide funding in the amount of \$500,000.00 from an awarded Bureau of Reclamation WaterSMART grant. It is currently intended that COIC and Chelan County will cause the WaterSMART grant documents to be amended to identify Chelan County as the grant applicant, so that funds from the WaterSMART grant can be provided directly to Chelan County to be used for costs associated with the Project, or COIC will otherwise arrange for the funds to be made available to Chelan County for Project purposes.

P. The Parties desire that all grant funding conditions and requirements of all persons or entities providing funding for the Project will be satisfied.

Q. The purpose of the Agreement is to set forth the terms and conditions whereby COIC and WWT or their grant funding sources will pay for, or will reimburse Chelan County for, Project construction costs.

#### **AGREEMENT**

For valuable consideration, including the mutual benefits afforded, the receipt and sufficiency of which are hereby acknowledged, COIC, Chelan County and WWT agree as follows:

**1. Term.** This Agreement shall commence upon the date of mutual execution (the "Effective Date"). This Agreement shall terminate thirty (30) days following completion of all of the following: construction activity relating to the Project, final approval of the Project by the Parties, payment to all suppliers and contractors, to include resolution of any claims relating to the Project, and full reimbursement of Chelan County with all received grant funds ("Project Completion").

**2. Responsibilities of the Parties.**

2.1 COIC. COIC is and shall be responsible for:

2.1.1 Preparation and execution of the Water Purchase Agreement in cooperation with WWT at a purchase price not less than \$1,500,000.00, plus such further option payment of \$100,000 and agreement as may be agreed to by WWT and COIC.

2.1.2 Timely review and approval or disapproval of all engineering construction documents, and expenses (together, the "Project Documentation") for the purpose of ensuring that the Project as designed will fulfill COIC's requirements and meet its irrigation needs. Upon Chelan County's sending of Project Documentation to COIC for review, COIC shall have fourteen (14) calendar days to provide Chelan County with written notice of approval or disapproval of the Project Documentation or any part thereof. Should COIC be nonresponsive within the fourteen (14) day review period, such nonresponse shall be deemed an approval of the Project Documentation then under review.

2.1.3 Cooperation and provision of ongoing consultation related to COIC's material interests in the Project through the designation or employment of an agent (the "Owner's Representative"). The Owner's Representative will not direct the work done in the field, but shall: (i) observe construction to ensure the completed Project is operable and meets its needs; (ii) communicate any observed deficiencies, permit violations, safety concerns, or other requirements to Chelan County's construction manager; (iii) communicate with COIC shareholders on all issues related to shareholder connections and impacts to private property; (iv) walk the site with Chelan County's construction manager to confirm and stake all shareholder service connection box locations ahead of installation; (v) manage the reimbursement program described in Section 4; (vi) participate in weekly construction meetings for each phase of the Project as needed; (vii) participate in start-up and testing of the system upon substantial completion; (viii) participate in training to be provided by the pump manufacturer and other key personnel regarding pump operation and maintenance; (ix) review operations and maintenance manuals prior to approval by the engineer and Chelan County's Contracting Officer's Representative ("COR"); (x) participate in final walkthrough to review the

work and identify items that will need to be completed before final completion; (xi) review and provide input to Chelan County's construction manager and engineer on the punch list of items to be completed following the final walkthrough. The Owner's Representative will not direct the Contractor's work in the field. COIC may amend its Owner's Representative from time-to-time by delivery of written notice to Chelan County.

2.1.4 Provision of access to Chelan County and any retained Contractor(s) at the COIC property identified by Chelan County Tax Parcel No. 241713510251 at reasonable times for performance of the Project work.

2.1.5 Provision of access to WWT at the COIC property identified by Chelan County Tax Parcel No. 241713510251 at reasonable times for a period of ten (10) years from Project completion for purposes of satisfying the grant reporting requirements of the Bonneville Environmental Foundation ("BEF").

2.2 WWT. WWT is and shall be responsible for:

2.2.1 Preparation and execution of the Water Purchase Agreement in cooperation with COIC at a purchase price not less than of \$1,506,500.00, plus such further a \$100,000 option payment and such other agreements as may be agreed to by WWT and COIC, and WWT shall use commercially reasonable best efforts to secure and provide for delivery to COIC at a closing purchase price a total of \$1,750,000.00 (purchase price plus, including the option payment).

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2.2.2 Cooperation and coordination with Chelan County for review and approval of all Project Documentation to the extent necessary for the purpose of ensuring that the Project as designed will fulfill any grant funding requirements for grants obtained by WWT. All references in this Agreement to WWT's approval of Project Documentation, including bids, engineering and construction documents, and change orders with the potential to materially affect the Project (*i.e.*, funding eligibility), shall be limited to this purpose. Upon Chelan County's sending of Project Documentation to WWT for review, WWT shall have fourteen (14) calendar days to provide Chelan County with written notice of approval or disapproval of the Project Documentation or any part thereof. Should WWT be nonresponsive within the fourteen (14) day review period, such nonresponse shall be deemed an approval of the Project Documentation then under review.

2.2.3 Cooperation and good faith efforts to secure grant funding for the Project.

2.3 Chelan County. Chelan County is and shall be responsible for:

2.3.1 Preparation of all bid and construction contract documents. The Parties recognize that the Contractor may enter into subcontracts for construction of the Project with various subcontractors as are necessary. Chelan County will consult with and obtain approval of Project bid and construction documents from COIC and WWT.

2.3.2 Finalization and entry into all necessary contracts with Contractor(s) for completion of the Project as Project-Lead and contracting entity. Chelan County shall be responsible for entering into an agreement for construction of the Project with the successful bidder for the pump station and for the pipeline portions of the Project (each referred to as "Contractor"). Chelan County shall comply with all applicable Federal and State bidding requirements in selecting the Contractor and awarding any contracts.

2.3.3 Oversight and management of the construction of the Project, contracts associated with the Project, and the Contractor(s) retained for the Project. Chelan County shall endeavor to ensure the delivery pipelines and intake and pumping facilities are substantially completed and operational on or before April 30, 2025.

2.3.4 Facilitation and coordination of grant and other funding necessary for the Project, including payment for Project construction costs and closing out the Project upon Project Completion.

2.3.5 Prompt and timely delivery of all Project Documentation to COIC and WWT for prior review and approval.

2.3.6 Preparation and delivery to COIC and WWT monthly updates and expense reports concerning the Project, including, at a minimum, material updates regarding contracting for and performance of the work, expenses incurred, and status of Project funding.

2.3.7 Ensure all Project work is performed in accordance with the applicable regulations of each public governmental authority which may have jurisdiction over the manner and quality of performance of the work. Chelan County shall be responsible for obtaining all necessary permits for the work.

2.4 All Parties. COIC, WWT and Chelan County shall all three be responsible for ensuring compliance with all restrictions, limitations or conditions associated with any grant funding obtained for completion of the Project, as applicable. The Party receiving the grant funding shall be responsible for communicating with its grant funding source to ensure that the contract documents as prepared, including this Agreement, meet with the

grant funder's limitations and conditions for the grant award. In addition, each Party receiving grant funding shall be responsible for any required reporting to the grant funder, and ensuring compliance with conditions of the grant, and all Parties shall, upon request, cooperate with each other to assist the Party receiving grant funding meets all grant funding reporting, conditions and requirements.

**3. Payment for Construction Activities.** Chelan County will pay directly to Contractor completing work described in Exhibit A-2 such amounts that collectively shall not exceed the total value of all committed and available funds, as and when described in this Agreement and other Project construction documents, unless further modified by signed amendment of Chelan County, COIC, and WWT.

**4. COIC Water User Hookup Funding.** Chelan County will provide up to THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) to COIC from grant funding to fund a program to reimburse users of COIC-provided water for costs incurred in establishing hookups to the new COIC water delivery system following Project Completion. Chelan County and COIC shall work together in good faith to establish reasonable terms, conditions, and procedures for facilitation of Chelan County's provision of hook-up reimbursement funds provided in this Section 4, and to endeavor to coordinate Project construction and implementation of this Section 4 to ensure the hookups to the new COIC water delivery system are completed on or before April 30, 2025.

**5. Terms of Payment.** Payment to the Contractor and subcontractors, as applicable, shall be governed by the terms of the purchase and construction contracts entered into by Chelan County and Contractor. Chelan County, as the Party responsible for oversight of the Project, shall review all purchase agreements and all requests for payment from the Contractor on its behalf and on the behalf of the subcontractors, and seek and obtain approvals as necessary from the Owner's Representative of work covered by such requests, all to ensure that the goods and services have been provided consistent with the Project contract documents.

**6. Change Orders.** All change orders under any Project contract documents shall be submitted consistent with the approved contract documents. All change orders shall be reviewed and subject to approval by COIC, WWT and Chelan County. The requirement that COIC's approval of change orders be obtained is limited to those change orders that would either extend the estimated Project completion date by fourteen (14) or more days, and/or increase Project costs by \$25,000 or more. The requirement that WWT's approval of change orders be obtained is limited to those change orders that require BEF preapproval to avoid jeopardizing the receipt of BEF funding, (*i.e.*, changes that would (1) be contrary to the terms of the Bonneville Environmental Foundation Monetary Grant Agreement ("BEF Agreement"). The County's receipt of the BEF Agreement for review is hereby acknowledged. If a change order request is not approved by the Parties to this Agreement, as described herein, the contract documents shall govern the manner for addressing any disputes relating to the change order request. The Parties shall be bound by the dispute resolution provisions of any Project construction contract relating to change orders.

**7. COIC as Contract Beneficiary.** As the ultimate intended owner of the Project following Project Completion, COIC is and shall be named as an express beneficiary of the Project purchase and construction contracts so that all warranties given by the Contractor shall flow directly to and be enforceable by COIC. Chelan County shall ensure all contract documents designate and confirm COIC as the intended beneficiary, and authorized assignee of all rights, interests, and warranties associated therewith.

**8. Insurance.**

**8.1 Insurance required.** Prior to the commencement of any Project work, and at all times during the term of Project construction, Chelan County shall ensure that the Contractor obtains and maintains continuously, at its own expense, a policy or policies of insurance with insurance companies rated A- VII or better by A. M. Best, as enumerated below. Any significant deductible, self-insured retention or coverage via captive must be disclosed and is subject to approval by Chelan County. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor.

**8.2 Contractor Required Insurance.**

- 8.2.1 General Liability Insurance.** Commercial general liability insurance, covering all operations by or on behalf of Contractor and all subcontractors 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. Stop Gap/Employers Liability coverage;
  - f. Pollution Liability (sudden and accidental).

The minimum coverage for all required insurance shall be:

\$1,000,000 Each Occurrence for Premises, Operations and Personal Injury Liability;  
\$2,000,000 Products and Completed Operations Aggregate and Contractual Liability;  
\$1,000,000 per accident/disease Stop Gap/Employers Liability coverage;  
\$2,000,000 General Aggregate;  
\$1,000,000 for all other, each occurrence, \$2,000,000 Aggregate.

Commercial general liability insurance will include Chelan County, COIC and WWT and their respective officials, employees and

volunteers as additional insureds on a primary and non-contributory basis for ongoing operations. A waiver of subrogation will apply in favor of Chelan County, COIC and WWT.

- 8.2.2 Workers' Compensation. Workers' Compensation Insurance as required by law for all employees shall be maintained by the Contractor. Chelan County shall ensure, through the Project construction contracts, that the Contractor complies with all provisions of the Workers' Compensation Laws, Title 51 of the Revised Code of Washington, for all Project work occurring in the State of Washington.

- 8.2.3 Automobile Liability Insurance. Chelan County shall ensure that the Contractor maintain Automobile Liability insurance against claims of bodily injury (including death) and property damage (including loss of use) covering all owned, rented, leased, non-owned, and hired vehicles used in the performance of the Project work, with a **minimum limit of \$1,000,000 per accident** for bodily injury and property damage combined and containing appropriate uninsured motorist and No-Fault insurance provision, when applicable.

Automobile liability insurance will include Chelan County, COIC and WWT and their respective officials, employees and volunteers as additional insureds on a primary and non-contributory basis for ongoing operations. A waiver of subrogation will apply in favor of Chelan County, COIC and WWT.

8.3 Evidence of Insurance. Chelan County shall ensure that the Contractor files with Chelan County a Certificate of Insurance identifying the insurer, policy numbers, effective dates, limits of liability and deductibles with a copy of the endorsement naming Chelan County, COIC and WWT as additional insureds prior to performing any services under the master construction contract. Chelan County shall provide COIC and WWT a copy of the Certificate of Insurance provided by the Contractor. The contract with the Contractor shall include the following provisions:

- 8.3.1 Failure of Chelan County to demand a Certificate of Insurance certificate or other evidence of compliance with the insurance requirements set forth herein or failure of Chelan County 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 Chelan County of any Certificate of Insurance or other evidence of compliance does not constitute approval or agreement by Chelan County that the insurance requirements have been met or that the policies shown in the certificates or other evidence are in compliance with the requirements.

8.3.2 Chelan County shall have the right but not the obligation of prohibiting the Contractor or subcontractors from entering the Project site until such Certificates of Insurance or other evidence of insurance has been provided in full compliance with the insurance requirements set forth herein. If the Contractor fails to maintain required insurance, Chelan County may purchase such insurance at the Contractor's expense. Contractor's failure to maintain the required insurance may result in termination of the construction contract at Chelan County's option.

8.4 Subcontractors. The Contractor shall be required to ensure that each subcontractor selected by the Contractor 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. Chelan County shall ensure that the Contractor furnish Chelan County with copies of Certificates of Insurance evidencing coverage for each subcontractor upon request. Additionally, Chelan County shall provide COIC and WWT with copies of the Certificates of Insurance in its possession. If Chelan County is not in possession of such Certificates of Insurance for each subcontractor, Chelan County shall request copies of the Certificates of Insurance from the Contractor upon receiving a request of COIC or WWT for the same.

8.5 Cancellation of Insurance. Chelan County shall ensure that the Contractor not cause any insurance policy required hereunder to be canceled or permit any policy to lapse. Chelan County shall require that insurance companies or Contractor shall provide thirty (30) days advance written notice to Chelan County for cancellation or any material change in coverage or condition, and ten (10) days advance written notice for cancellation due to non-payment. Chelan County shall require the Contractor, should it receive any notice of cancellation or notice of nonrenewal from its insurer(s), to provide immediate notice to Chelan County no later than two (2) days following receipt of such notice from the insurer. Notice to Chelan County shall be delivered by facsimile or email. Chelan County shall provide notice to COIC and WWT of its receipt of any such cancellation or nonrenewal notice.

**9. Performance and Payment Bonds.** Chelan County shall require that all contracts awarded to subcontractors by the Contractor will require adequate payment and performance bonds.

**10. Funding Obligations and Conditions.** The Parties agree to cooperate and work together in good faith in the securing all necessary grant funding for the Project and compliance with all grant funding conditions.

10.1 Funding Responsibilities.

10.1.1 WWT has secured funding in the amount of \$750,000.00 from Microsoft Corporation and \$500,000.00 from the Bonneville Environmental Foundation which shall be applied to or reimburse Chelan County for costs related to construction of the Project as provided in this Agreement. Within thirty (30) days of receipt of

approved invoice from Chelan County for approved Project costs, WWT shall reimburse Chelan County for approved Project costs in such amounts not-to-exceed \$1,250,000.00.

10.1.2 COIC has secured funding in the amount of \$500,000.00 from a Bureau of Reclamation WaterSMART grant which shall be applied to or reimburse Chelan County for costs associated with the Project as provided in this Agreement. COIC and Chelan County shall work together in good faith to cause the WaterSMART grant documents to be amended to identify Chelan County as the grant applicant and recipient so that funds from the WaterSMART grant can be provided directly to Chelan County to be used for costs associated with the Project.

10.1.3 Chelan County shall use reasonable best efforts to obtain and secure additional funding through agreements with the Colville Confederated Tribes, Grant County PUD Priest Rapids Coordinating Committee, Washington State Recreation and Conservation Office, Chelan County PUD Tributary Committee, Washington State Department of Ecology – Office of the Columbia River, and possibly others to provide for full funding for the Project. Funding secured will be used to reimburse Chelan County for all costs related to completion of the Project as provided in this Agreement.

10.2 Compliance with Grant Funding Conditions. As of the Effective Date, the following entities are or may be contributors of grant funding for the Project:

Colville Confederated Tribes;  
Grant County PUD Priest Rapids Coordinating Committee (PRCC);  
Microsoft Corporation;  
U.S. Bureau of Reclamation (BOR);  
Chelan County PUD Tributary Committee (CCTC);  
Bonneville Environmental Foundation; and  
Washington Department of Ecology, Office of the Columbia River.

Each of the above entities that has provided or is expected to provide funding for the Project has done so (or is expected to do so) with certain conditions tied to the funding. The Parties understand that best efforts must be made to ensure all grant conditions or requirements are satisfied at each stage of the Project. In particular, and without limitation, Chelan County will ensure that the Contractor complies with “Buy America” requirements of the BOR (attached hereto as Exhibit B), and the applicable “Indian Preference” requirements of the Colville Tribes as reflected in an Addendum to the Project Contract Provisions (relevant portions attached hereto as Exhibit C).

**11. Contingencies.** The Parties rights and obligations under this Agreement are contingent on the following:

~~11.1 Water Purchase Agreement. The Water Purchase Agreement will have been signed and be in full force and effect and all funding contingencies in the Water Purchase Agreement have either been met or have been waived. COIC and WWT shall have secured necessary funding for the purchase and sale of a portion of the COIC Water Right, as authorized for change, to Ecology for permanent protection in the Washington State Trust Water Rights Program as provided in the Water Purchase Agreement, and thereafter have successfully closed or are proceeding in good faith to close the transaction in accordance with the terms of said Water Purchase Agreement. WWT has committed to using its reasonable best efforts to raise the necessary funding for the Water Purchase Agreement.~~

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11.2 WaterSMART Grant. The awarded Bureau of Reclamation WaterSMART grant documents shall be amended to identify Chelan County as the grant applicant and grant recipient so that funds from the WaterSMART grant can be provided directly to Chelan County to be used for costs associated with the Project, or such funding is otherwise made available to Chelan County for Project purposes.

11.3 Full Funding of Project. All funding necessary to complete the Project shall be received, or, at minimum, committed to the Project in writing.

11.4 Leavenworth National Fish Hatchery Agreement to Shared Intake. LNFH must agree to, or concur in, COIC's discontinuance of use of the shared intake at the original point of diversion and confirm the United States sole responsibility for the same following Project completion, and LNFH and COIC shall have agreed to terminate the contractual agreements between the United States and COIC concerning COIC's Water Right and the shared diversion.

Notwithstanding the foregoing, the exercise of any right to terminate a party's involvement in the Water Purchase Agreement and/or the Project due to an unsatisfied contingency shall occur before the awarding of any construction contract referenced in this Agreement. At the time a construction contract is awarded pursuant to this Agreement, any and all remaining unsatisfied contingencies shall be deemed waived, provided that Chelan County shall not award any contracts unless agreed to and approved in writing by COIC. For the avoidance of doubt, nothing in this Agreement shall impair or restrict, or be interpreted to impair or restrict, COIC's right to continue to exercise its Water Right from the original point of diversion as necessary to divert and deliver irrigation water to its shareholders and customers during the pendency of construction of the Project and through completion, or some reasonable period thereafter to ensure continuity of uninterrupted service, and COIC expressly reserves and retains all such rights.

**12. Mutual Indemnification/Hold Harmless.** The Parties shall each indemnify and hold the other(s), and their agents, employees, and/or officers, harmless from and shall process and defend at the indemnifying Party's own expense any and all claims, demands,

suits, at law or equity, actions, penalties, loss, damages, fees (including reasonable attorney fees), or costs, of whatsoever kind or nature, brought against the other Party(ies) arising out of, or in connection with, or incident to (a) the performance or failure to perform any of the indemnifying Party's obligations under this Agreement, or (b) any negligent act or omission of the indemnifying Party or its officers, agents, or employees. However, if such claims are caused by or result from the concurrent negligence of more than one of the Parties, their agents, employees, and/or officers, then this provision shall be valid and enforceable only to the extent of the respective negligence of the Parties. Further, nothing herein shall require a Party to hold harmless or defend another Party, their agents, employees, and/or officers for damages or loss caused by the other Party's sole negligence.

**13. Applicable Law; Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington State. Subject to the dispute resolution provisions of Section 16 below, venue and jurisdiction of any dispute arising under this Agreement shall be in Chelan County Superior Court. In the event of a conflict with a grant funding agreement over venue and/or jurisdiction, the grant funding document will control. Provided, the dispute subject to venue and jurisdiction outside of the Chelan County Superior Court shall be construed in the narrowest sense to limit resolution of disputes other than through arbitration and enforcement in the Chelan County Superior Court.

**14. Ownership of Documents.** Any reports, studies, conclusions, and summaries prepared by the Contractor shall become the property of Chelan County and COIC.

**15. Debarment.** Chelan County shall ensure that Contractor and all subcontractors sign a Certification Regarding Debarment and Suspension in the form of attached Exhibit D hereto.

**16. Dispute Resolution.** The Parties agree to submit in good faith any disputes regarding the interpretation or enforcement of this Agreement to binding arbitration before an arbitrator that is mutually agreed upon by the Parties. In the event such dispute involves all Parties to this Agreement, and the Parties cannot agree upon an arbitrator, the arbitration shall be conducted by three arbitrators, with each Party selecting one arbitrator. In the event such dispute involves only two Parties to this Agreement, and those Parties cannot agree upon an arbitrator, the arbitration shall be conducted by three arbitrators, with each Party selecting one arbitrator, and the two selected arbitrators shall select a third. Any selected arbitrator must be an attorney licensed to practice law in the State of Washington. The cost of an agreed-upon arbitrator shall be evenly split among the Parties utilizing the arbitrator's services. In the event three arbitrators are utilized, the costs of each Party's appointed arbitrator shall be borne by the Party appointing the same, and, in the event only two Parties are involved, the Parties shall split the cost of the third arbitrator. A Party may trigger this provision by written notice sent to the other Party(ies) via certified mail. Within thirty (30) days of the postmark of such notice, the selection of arbitrator(s) must be completed by each Party. If a Party fails to select an arbitrator within this 30-day period, the arbitrator(s) timely selected by the other Party(ies) to the dispute shall select the remaining arbitrator. In any subsequent action to enforce the arbitral award, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred. The exclusive venue

for enforcing an arbitral award or awards resulting from any such arbitration shall be in Chelan County Superior Court, subject to Section 13 above.

**17. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Signatures transmitted electronically by fax, e-mail or otherwise shall be deemed and effective as originals.

**18. Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties hereto with respect to the subject matter and supersedes all previous understandings and agreements between the Parties, either oral or written. This Agreement may be only be modified in a writing signed by the Parties hereto. If any provision of this Agreement is determined to be illegal, void, or unenforceable, such determination will not affect any other provision of this Agreement and all such other provisions will remain in full force and effect.

The names, addresses, and telephone numbers of the parties to this Agreement for use in written communication between the parties are as follows:

<p><b>Chelan County:</b> Chelan County Natural Resources Department</p> <p>Mike Kaputa, Director</p> <p>411 Washington Street, Suite 201 Wenatchee, WA 98801 Email: <a href="mailto:Mike.Kaputa@co.chelan.wa.us">Mike.Kaputa@co.chelan.wa.us</a> Tel: (509) 667-6533</p>	<p><b>WWT:</b> Washington Water Trust</p> <p>Greg McLaughlin, Program Director <i>with copy to</i> James Kraft, Executive Director</p> <p>1500 Westlake Ave N, Suite 202 Seattle, WA 98109 Email: <a href="mailto:greg@washingtonwatertrust.org">greg@washingtonwatertrust.org</a> Email: <a href="mailto:james@washingtonwatertrust.org">james@washingtonwatertrust.org</a> Tel: (206) 999-4012</p>
<p><b>COIC:</b> Cascade Orchard Irrigation Company</p> <p>Norm Stoddard, COIC Board President <i>with copy to</i> Dan Wilkinson, COIC Authorized Representative</p> <p>P.O. Box 38 Leavenworth, WA 98826-0038 Email: <a href="mailto:stoddard@rah.net">stoddard@rah.net</a> Email: <a href="mailto:dwroots@gmail.com">dwroots@gmail.com</a></p>	

This Agreement shall be effective on the date (the "Effective Date") when the last of Chelan County, COIC and WWT have executed this Agreement.

COIC:

By: \_\_\_\_\_  
Norm Stoddard, COIC Board President

WWT:

By: \_\_\_\_\_  
James Kraft, Executive Director

CHELAN COUNTY:

By: \_\_\_\_\_  
Kevin Overbay, Chairperson of the Board  
of County Commissioners

**List of Exhibits**

Exhibit A-1: Construction Budget  
Exhibit A-2: Project Description  
Exhibit B: Buy America Requirements  
Exhibit C: Indian Preference  
Exhibit D: Certification Regarding Debarment, Suspension, Proposed Debarment,  
and Other Responsibility Matters

**Exhibit A-1**  
**Preliminary Construction Budget**

Pre-Construction Support and Project Management	\$65,000
Construction-Pump Station	\$1,709,700
Construction-Pipelines	\$3,293,600
Power Extension	\$50,000
Shareholder Connections	\$300,000
Engineer Construction Oversight	\$250,000
Construction Management	\$75,000
COIC Owner Representation	\$189,000
Construction Oversight/Support	\$131,250
Permitting Compliance	\$25,000
Total	<b>\$6,088,550</b>

**Exhibit A-2  
Project Description**

The Project will involve two separate Invitations to Bid: (1) Delivery Pipelines, and (2) Intake and Pumping Facilities. Each contract is separately explained below.

**1. Delivery Pipelines.**

This contract provides for the installation of delivery pipelines that will replace an existing irrigation canal and laterals, near Leavenworth, Washington. The delivery pipelines will be supplied from intake and pumping facilities that will be constructed on the left bank of Icicle Creek near the east end of Shore Street during the same time frame under a separate contract. Together, the delivery pipelines and the intake and pumping facilities will supply water for irrigation to COIC shareholders. COIC provides water for irrigation to approximately 420 acres located west of Icicle Creek and south of the Wenatchee River in Chelan County. This work includes, but is not limited to, coordination with Chelan County and the Owner, coordination with the contractor who will be constructing the intake and pumping facilities, site preparation, temporary erosion and sediment control, traffic control, saw cutting and repair of existing pavement, trench excavation, trench protection, furnishing and installing solid-wall high-density polyethylene irrigation delivery pipe and fittings, furnishing and installing valves, furnishing and installing shareholder service connection assemblies, furnishing and installing drain connections, furnishing and installing combination air release valve assemblies, furnishing and installing fire protection assemblies, site restoration, and other work, all in accordance with the Contract Drawings, Technical Specifications, Contract Provisions, permit conditions and the Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

**2. Intake and Pumping Facilities.**

This contract provides for the installation of intake and pumping facilities on the left bank of Icicle Creek at the east end of Shore Street, near Leavenworth, Washington. The intake and pumping facilities are needed to deliver water to a closed, piped irrigation delivery system that will be constructed during the same time frame under a separate contract. Together, the intake and pumping facilities and the irrigation delivery system will supply water for irrigation to COIC shareholders. COIC provides water for irrigation to approximately 420 acres located west of Icicle Creek and south of the Wenatchee River in Chelan County. This work includes, but is not limited to, coordination with Chelan County and the Owner, coordination with the contractor that will be constructing the delivery pipelines, site preparation, temporary erosion and sediment control, dewatering and control of the flow of water through the project site, furnishing and installing an intake structure with a self-cleaning cone screen in the thalweg of Icicle Creek, furnishing and installing an intake pipeline and appurtenances through the left bank of Icicle Creek, furnishing and installing a flow control manhole with a gate to control flow from the creek to the system, furnishing and installing a reinforced concrete settling basin and wet well structure, furnishing and installing a pump station building on top of the wet well structure, furnishing and installing appurtenances to the building and wet well structure.

furnishing and installing four vertical turbine pumps, furnishing and installing discharge fittings and valves, furnishing and installing buried discharge pipe and fittings, furnishing and installing a meter manhole with a magnetic flow meter, furnishing and installing electrical supply and equipment, furnishing and installing all pump controls and related equipment, restoration of the impacted portion of the Icicle Creek Channel, furnishing and installing permanent access to the facilities, and site restoration, and other work, all in accordance with the Contract Drawings, Technical Specifications, Contract Provisions, permit conditions and the Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

**Exhibit B**  
**Buy America**

**Buy America Requirements**

With the passage of the Bipartisan Infrastructure Law, Federal financial assistance programs for infrastructure must comply with domestic content procurement preference requirements established in the “Build America, Buy America Act” at Section 70911 et seq. (“Buy America”). Buy America’s domestic content procurement preference applies to all of the iron, steel, manufactured products, and construction materials used for infrastructure Projects under an award.

**DEFINITIONS.**

**(1) DOMESTIC CONTENT PROCUREMENT PREFERENCE.**—The term “domestic content procurement preference” means a requirement that no amounts made available through a program for Federal financial assistance may be obligated for a Project unless— (A) all iron and steel used in the Project are produced in the United States; (B) the manufactured products used in the Project are produced in the United States; or (C) the construction materials used in the Project are produced in the United States.

- The IJA finds that “construction materials” includes an article, material, or supply— other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives— that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass); lumber; or
- drywall.

- To provide clarity to item, product, and material manufacturers and processors, items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

- Pending OMB’s issuance of final standards on construction materials, and absent any existing applicable standard in law or regulation that meets or exceeds these preliminary standards, agencies should consider “all manufacturing processes” for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

**(2) PRODUCED IN THE UNITED STATES.**—The term “produced in the United States” means— (A) in the case of iron or steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (B) in the case of manufactured products, that— (i) the manufactured product was manufactured in the United States; and (ii) the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (C) in the case of construction materials, that all manufacturing processes for the construction material occurred in the United States.

**WAIVERS:** Requirements can be waived, when necessary. In general, agencies may waive application of the Buy America requirements on the following bases: domestic non-availability, unreasonable cost, and public interest.

**Exhibit C  
Indian Preference**

**C. SPECIAL PROVISIONS**

**C.1. DIVISION 1- GENERAL**

**C.1.1. 1-02.6 Preparation of Proposal**

The following paragraph is added to the end of section 1-02.6 of the special provisions:

Because this project is partially funded by the Confederated Tribes of the Colville Reservation, Indian preference applies to any award of contract pursuant to this Invitation to Bid. Indian preference will be included in the evaluation of bids to the extent required by Colville Tribal Law and Order Code Chapter 10-1, the Colville Tribal Employment Rights Ordinance (TERO), and Chapter 10-3, Indian Preference in Contracting. The tribal code is available at <https://www.cct-cbc.com/current-code/>. No minimum level of Indian preference certified firm participation shall be required as a condition for receiving an award and bids will not be rejected or considered nonresponsive on that basis. It is the obligation of the bidder to provide documentation supporting Indian preference with their bid documents.

**C.1.2. 1-02.12 Public Opening of Proposal**

The date of bid opening in the last paragraph of section 1-02.12 is revised to Monday, January 29<sup>th</sup>, 2024 at 11:00 AM PDT.

**C.1.3. 1-03.1 Consideration of Bids**

The following paragraph is added to the end of section 1-03.1 of the special provisions:

If you are an Indian preference eligible firm as described in Colville Tribal Law and Order Code Chapter 10-3, Indian Preference in Contracting, you must include supporting documentation with your bid proposal for preference to be acknowledged and considered. Supporting documentation accepted includes a copy of Tribe certification or, if the firm is individually-owned but not certified, a copy of your tribal enrollment card.

**C.1.4. 1-07.11 Requirements for Nondiscrimination**

The first paragraph of section 1-07.11 is revised to read:

**Disadvantaged Business Enterprise Participation**

Except as provided in 1-02.6 regarding Indian preference, no preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

**C.1.5. 1-08.1 Subcontracting**

Section 1-08.1 of the Special Provisions is revised to read:

*(May 30, 2019 APWA GSP, Option B)*

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify..."

Contractor's award of subcontracts for supplies, services, labor and/or materials in an amount of \$5,000.00 or more, shall give preference in subcontracting to qualified entities in the following order:

- (1) 100% Colville Business Enterprises;
- (2) Colville Family Business Enterprises;
- (3) Colville Business Enterprises;
- (4) All other Indian Business Enterprises.

The Contractor shall use all reasonable mechanisms to adhere to the requirements above. To assist Contractor in complying with the Indian preference requirements, the Contracting Agency can provide a link to a list of certified firms as received from the Confederate Tribes of the Colville Reservation Tribal Employment Rights Office ("TERO") by request, or Contractors may independently reach out via the provide contact information for TERO below. As part of Contractor's Indian preference obligations, the Contractor shall indicate within their subcontractors list whether or not each subcontractor is an Indian Certified Firm. If a subcontractor is not an Indian Certified Firm, the Contractor shall specify the reason(s) why a non-Indian Certified Firm was selected. The Contractor shall be prohibited from using qualification criteria that creates a barrier to Indian firms.

Confederated Tribes of the Colville Reservation

Tribal Employment Rights Office

Phone: (509) 634-2735

Email: dana.cleveland.TER@colvilletribes.com

**Exhibit D**  
**Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

A. The Contractor certifies, to the best of its knowledge and belief, that:

I. The Contractor/any of its Principals-

(a) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or any Tribal Government.

(b) Have ( ) have not ( ), within a 7 year period preceding this offer, been convicted or had a civil judgment 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(c) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (A)(1)(b) above.

(d) The Contractor has ( ) has not ( ), within a 7-year period preceding this offer, had one or more contracts terminated for default by any Federal agency or any Tribal Government.

B. Principals for the purposes of the certification, mean officers; directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager, head of a subsidiary, division, or business segment, and similar positions). If this certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

C. The Contractor shall provide immediate written notice to the Contract Officer if at any time prior to contract award the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. A certification that any of the items in paragraph (A) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the Contractor's proposal non-responsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system or records in order to render, in good faith, the certification required by paragraph (A) of this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

F. The certification in paragraph (A) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to the remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I hereby certify that the information above is true accurate and complete under penalty of fraud.

---

Authorized Signature

**Chelan County  
Natural Resource Department  
Monday, March 18, 2024**

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

**From: Hannah Pygott, Senior Natural Resource Specialist**  
**RE: COIC Improvement Project: Delivery Pipelines and COIC Improvement Project:  
Intake and Pumping Facilities**

**Recommendation to Execute Agreement**

(Action Item)

Commissioners:

On February 20<sup>th</sup>, 2024, the Chelan County Commissioners authorized the issuance of a “Notice of Award” for both of the above referenced Projects to Strider Construction of Bellingham WA. In accordance with the “Notice of Award(s)”, Strider has provided the required pre-contract documentation for both projects listed as follows:

1. Fully executed Agreement between Owner and Contractor
2. Payment and Performance Bond(s)
3. Acknowledgement of “Notice of Award”
4. Contractor’s Certificate of Liability Insurance

The Prosecuting Attorney has provided review of the Contractor’s submittals for each project which is evidenced by the attached executed “Certificates of Owner’s Attorney”.

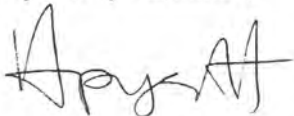
Based on the foregoing, recommendation is as follows:

**Recommendation**

**It is recommended that the Chelan County Board of Commissioners:**

1. **Execute the Agreement for the “COIC Improvement Project: Delivery Pipelines” in the amount of \$ 3,871,360.50 (excluding w.s.s.t.) with Strider Construction and authorize the issuance of the “Notice to proceed” with the date of notice to be determined by the Chelan County Natural Resource Department.**
2. **Execute the Agreement for the “COIC Improvement Project: Intake and Pumping Facilities” in the amount of \$ 3,027,262.00 (excluding w.s.s.t.) with Strider Construction and authorize the issuance of and authorize the issuance of the “Notice to proceed” with the date of notice to be determined by the Chelan County Natural Resource Department.**

Respectfully Submitted,



Hannah Pygott, Senior Natural Resource Specialist

## AGREEMENT

THIS AGREEMENT, made this 12th day of March, 2024, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and Strider Construction Co., Inc. doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction of the CASCADE ORCHARD IRRIGATION COMPANY IMPROVEMENT PROJECT (COIC) – DELIVERY PIPELINES in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all work as indicated on the Drawings between the dates of April 1<sup>st</sup>, 2024, and May 15<sup>th</sup>, 2025. Installation of the delivery pipelines shall be substantially complete and operational on or before April 30<sup>th</sup>, 2025.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 3,871,360.50 or as shown in the BID schedule (*Not including Washington State Sales Tax*). Washington State Sales Tax will be paid by the CONTRACTING AGENCY on Progress Payment Base amounts at the time of "Contractor's Application for Payment".
5. The CONTRACTOR shall submit applications for payment in accordance with the 2024 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
6. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) BIDDING INSTRUCTIONS
- (B) INVITATION TO BID
- (C) BID PROPOSAL
- (D) BID PROPOSAL DECLARATION
- (E) BID PROPOSAL BOND
- (F) BIDDER INFORMATION
- (G) NON-COLLUSION DECLARATION
- (H) SUBCONTRACTORS LIST
- (I) CERTIFICATION REGARDING DEBARMENT
- (J) BONDING AND CLAIMS
- (K) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
- (L) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
- (M) PERFORMANCE AND PAYMENT BOND
- (N) NOTICE OF AWARD
- (O) NOTICE TO PROCEED
- (P) CHANGE ORDER(s)
- (Q) ADDENDA:
  - No. 1 Dated December 5, 2023
  - No. 2 Dated December 22, 2023
  - No. 3 Dated January 10, 2023 2024
  - No. 4 Dated January 24, 2023 2024

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

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

CONTRACTING AGENCY

SIGNATURE

PRINT NAME

TITLE (SEAL)

ATTEST:  
Clerk of the Board

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR

SIGNATURE

Kyle J. Gebhardt, P.E.  
PRINT NAME

4721 Northwest Drive, Bellingham, WA 98226  
ADDRESS

President  
TITLE (SEAL)

EMPLOYER ID  
NUMBER: 91-1418799

ATTEST:

SIGNATURE

Darren D. Mullen  
PRINT NAME

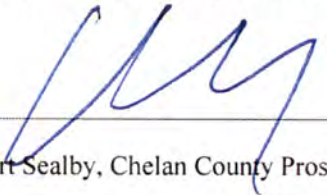
Secretary  
TITLE



CERTIFICATE OF CONTRACTING AGENCY'S ATTORNEY

I, the undersigned, Robert Sealby, the duly authorized and acting legal representative of Chelan County, Washington, do hereby certify as follows:

I have examined the attached Agreement and Certificate of Insurance, including the manner of execution thereof for the “ **COIC Improvement Project: Delivery Pipelines**” and I am of the opinion that each of the aforesaid documents are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representative have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing documents constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

  
\_\_\_\_\_  
Robert Sealby, Chelan County Prosecuting Attorney

DATE: 3-1-24

## AGREEMENT

THIS AGREEMENT, made this 12th day of March, 2024, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and Strider Construction Co., Inc. doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction of the **CASCADE ORCHARD IRRIGATION COMPANY IMPROVEMENT PROJECT (COIC) – INTAKE AND PUMPING FACILITIES** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all work as indicated on the Drawings between the dates of All work below ordinary-high water mark (OHWM) must be completed between the dates of August 15<sup>th</sup> and September 15<sup>th</sup>, 2024. All other work must be completed between the dates of April 1<sup>st</sup>, 2024, and May 15<sup>th</sup>, 2025. The intake and pumping facilities shall be substantially complete and operational on or before April 30<sup>th</sup>, 2025.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 3,027,262.00 or as shown in the BID schedule (*Not including Washington State Sales Tax*). Washington State Sales Tax will be paid by the CONTRACTING AGENCY on Progress Payment Base amounts at the time of "Contractor's Application for Payment".
5. The CONTRACTOR shall submit applications for payment in accordance with the 2024 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) BIDDING INSTRUCTIONS
  - (B) INVITATION TO BID
  - (C) BID PROPOSAL
  - (D) BID PROPOSAL DECLARATION
  - (E) BID PROPOSAL BOND
  - (F) BIDDER INFORMATION
  - (G) NON-COLLUSION DECLARATION
  - (H) SUBCONTRACTORS LIST
  - (I) CERTIFICATION REGARDING DEBARMENT
  - (J) BONDING AND CLAIMS
  - (K) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
  - (L) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
  - (M) PERFORMANCE AND PAYMENT BOND
  - (N) NOTICE OF AWARD
  - (O) NOTICE TO PROCEED
  - (P) CHANGE ORDER(s)
  - (Q) ADDENDA:
    - No. 1 Dated December 5, 2023
    - No. 2 Dated December 22, 2023
    - No. 3 Dated January 10, 2023 2024
    - No. 4 Dated January 24, 2023 2024

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

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

**CONTRACTING AGENCY**

\_\_\_\_\_  
SIGNATURE

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

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

ATTEST:  
Clerk of the Board

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
TITLE

**CONTRACTOR**

\_\_\_\_\_  
SIGNATURE

Kyle J. Gebhardt, P.E.  
\_\_\_\_\_  
PRINT NAME

4721 Northwest Drive, Bellingham, WA 98226  
\_\_\_\_\_  
ADDRESS

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

EMPLOYER ID  
NUMBER: 91-1418799

ATTEST:

\_\_\_\_\_  
SIGNATURE

Darren D. Mullen  
\_\_\_\_\_  
PRINT NAME

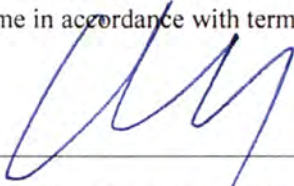
Secretary  
\_\_\_\_\_  
TITLE



CERTIFICATE OF CONTRACTING AGENCY'S ATTORNEY

I, the undersigned, Robert Sealby, the duly authorized and acting legal representative of Chelan County, Washington, do hereby certify as follows:

I have examined the attached Agreement and Certificate of Insurance, including the manner of execution thereof for the “ **COIC Improvement Project: Intake and Pumping Facilities**” and I am of the opinion that each of the aforesaid documents are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representative have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing documents constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.



Robert Sealby, Chelan County Prosecuting Attorney

DATE: 3-1-24

**Chelan County  
Natural Resource Department**

**March 18, 2024**

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

**From: Stephen Lesky, Natural Resource Specialist**

**RE: Malloy Well Installation and Connection**

**Recommendation to Award, Execute Agreement and Issue Notice to Proceed  
(Action Item)**

Commissioners:

In February 2024, the Chelan County Natural Resources Department issued a request for Quotations (RFQ) to Contractors consistent with Small Works processes for the referenced project. This RFQ provides for the installation of a new well, well pump and final setup of a new well system in Malaga, WA. In response to this RFQ, Empire EWP LLC of Wenatchee, WA provided a quote in the amount of \$68,496.88 (without WSST). Empire EWP LLC has provided the required pre-contract documentation listed as follows:

1. Fully Executed Agreement
2. Request for 10% retainage in lieu of Payment and Performance Bond(s) consistent with Senate Bill 5734.
3. Contractor's Certificate of Liability Insurance

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

Based on the foregoing, recommendation is as follows:

**Recommendation**

**It is recommended that the Chelan County Board of Commissioners execute the Agreement for the Malloy Well Installation and Connection in the Amount of \$68,496.88 (not including w.s.s.t.), and further authorize the issuance of "Notice to Proceed" with the date of notice to be determined by the Chelan County Natural Resource Department.**

Respectfully Submitted,



Stephen Lesky, Natural Resource Specialist

## AGREEMENT

THIS AGREEMENT, made this 1st day of March, 2024, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and Empire Well Drilling LLC doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to fulfill the Malloy Well Installation and Connection in accordance with the CONTRACT DOCUMENTS. drilling/installation of a new domestic well, pump installation and connection to an existing residence on a parcel located at 683 Goose Rock Lane Malaga, WA 98828 (Parcel No. 2222128110050).
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall obtain SUBSTANTIAL COMPLETION for all contracted work on or before April 1<sup>st</sup>, 2024.
4. This project is subject to PREVAILING WAGE requirements as determined by the State of Washington Department of Labor & Industries. Information and wage rate requirements for Chelan County are included in Appendix A.
5. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices shown in the Bidder provided Quote/ Bid Proposal Form (*Not including Washington State Sales Tax*). Washington State Sales Tax will be paid by the CONTRACTING AGENCY on Progress Payment Base amounts at the time of "Contractor's Application for Payment". Unit prices will be multiplied by the quantity of work actually completed for each pay item on the Proposal Form. Increased or Decreased Quantities, or Changed Conditions, may alter the final payment to Contractor as outlined in Standard Specifications section 1-04.6.
6. A Contract Bond (Payment and Performance Bond) will be required. Under Senate Bill 5734, for public works contracts under \$150,000 that require performance and payment bonds, the Contractor may request the Contracting Agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries, whichever is later.
7. The CONTRACTOR shall submit applications for payment in accordance with the 2024 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
8. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) REQUEST FOR QUOTATION
  - (B) BIDDER INFORMATION
  - (C) NON-COLLUSION DECLARATION
  - (D) CERTIFICATION REGARDING DEBARMENT
  - (E) BONDING AND CLAIMS
  - (F) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
  - (G) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
  - (H) PERFORMANCE AND PAYMENT BOND
  - (I) AGREEMENT
  - (J) QUOTE/ BID PROPOSAL
  - (K) NOTICE OF AWARD

(L) NOTICE TO PROCEED  
(M) CHANGE ORDER(s)

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

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Contract in triplicate. The Contract will be effective on March 1st, 2024 (insert date)

CONTRACTING AGENCY

CONTRACTOR

SIGNATURE

SIGNATURE

PRINT NAME

Beau Anderson

PRINT NAME

TITLE (SEAL)

25 N Wenatchee Ave. Suite 110 Wenatchee, WA 98801

ADDRESS

ATTEST:  
Clerk of the Board

President

TITLE (SEAL)

SIGNATURE

EMPLOYER ID  
NUMBER:

PRINT NAME

ATTEST:

TITLE

SIGNATURE

PRINT NAME

TITLE



**AMENDED AND RESTATED WATER RIGHT PURCHASE AND SALE AGREEMENT**

**This Water Right Purchase and Sale Agreement (the "Agreement")** is entered into this date by and between Chelan County, a Washington State Municipal Corporation (Buyer/Grantee) and Miller Orchards, LLC (Seller/Grantor), sometimes collectively referred to as the "Parties", or individually, a "Party". The Parties agree as follows:

- 1. Agreement/Property.** Buyer agrees to buy and Seller agrees to sell and transfer all or portions of the subject rights as described below. In addition, Seller agrees to cooperate as described below with water right change applications as required for this transaction by the Washington State Department of Ecology (Department of Ecology).
- 2. Intent of Transaction.** Buyer intends to acquire Seller's water rights for the purpose of transferring said rights into the Department of Ecology's Trust Water Program subject to an extent and validity determination. Trusted water rights will subsequently be used for instream flow and mitigation of new uses. Following the transfer, Seller will follow 7.17 acres of land for which the subject water rights are appurtenant (referred to herein as "7.17 acres").
- 3. Description of Water Rights – Background.** Seller's water rights are referenced by Washington State Department of Ecology (DOE) Surface Water Claim No. S4-057797CL and a standby/reserve groundwater right that is non-additive to the surface water claim and identified as DOE Groundwater Water Claim No. G4-057798CL. The subject Surface Water Claim No. S4-057797CL indicates a date of first use as 1913 and asserts the use of 3.585 Miners inches and 36.57 acre-feet per year of water for irrigation of 7.17 acres located within:

SW ¼ NW ¼ NW ¼ SW ¼ Section 32, T. 23 N., R. 19 E.W.M., also all that portion of NW ¼ NW ¼ Section 32, T. 23 N. R. 19 E.W.M., lying between Mission Creek and the County Road, and the South of a line which intersects the Section line between and above section a distance of 1322 feet, south of the section corner at the Northwest of said section 32, and running north 87° 45' west and south 87° 45' east.

The subject Groundwater Claim No. G4-057798CL indicates a date of first use as 1924 and asserts the use of 90 gallons per minute (gpm) and 34 acre-feet per year of water from a well located within the SW¼ NW¼ of Section 32, Township 23 N., Range 19 E.W.M. for irrigation of 8 acres. This right is an alternate/standby supply for Surface Water Claim S4-057797CL (7.17 acres, being purchased) and for Surface Water Claim S4-118425CL (0.83 acres, not being purchased) within the following legal description:

SW¼ NW¼ NW¼ SW¼ Sec. 32 T 23 N., R 19 E.W.M. also all that portion of NW¼ NW¼ Sec. 32 T 23 N., R 19 E.W.M., lying between Mission Creek and the County Road, and the South of a line which intersects the Section line between and above section a distance of 1,322 feet, south of the section corner at the Northwest of said Section 32, and running north 87°45' west and south 87°45' east. E¼ SE¼ NE¼ Sec. 31, T 23 N., R 19 E.W.M. also all that portion of NE¼ of NE¼ of Sec. 31 T 23 N., R 19 E.W.M., lying between Mission Creek and the county road and South of a line which intersects the section Line between the above sections a distance of 1,322 feet south at the northwest corner of the section corner of Sec. 32 and running north 87°45' west and south 87°45' east.

Seller is the partial-owner of Surface Water Claim No. S4-118425CL, which asserts the use of irrigation for 16 acres, with an authorized place of use overlapping the 7.17 acres to which Surface Water Claim No. S4-057797CL and Groundwater Claim No. G4-057798CL are appurtenant and whose authority is being purchased herein. The balance of up to 8.83 acres are appurtenant to other lands.

Buyer is agreeing to purchase, and Seller is agreeing to sell, only those water rights identified as Surface Water Claim No. S4-057797CL and that associated portion of Groundwater Claim No. G4-057798CL for irrigation of 7.17 acres. Seller will retain 0.83 acres of Groundwater Claim No. G4-057798CL at this time, but it will also be transferred to trust for future sale or mitigation. Buyer is not purchasing any part of Surface Water Claim No. S4-118425CL. In order for the Buyer to acquire the Seller's water rights, Department of Ecology is requiring that any overlapping water rights (i.e. S4-118425CL) be subject to a change application to modify the authorized place of use to remove the 7.17 acres of authority being acquired.

The bulk of the above-described place of use for Surface Water Claim No. S4-057797CL and Groundwater Claim No. G4-057798CL occurs within Chelan Co. Parcels No. 23-19-32-220-200 (shown in **bold** below). However, there are eleven (11) total parcels implicated in this purchase because of slight overlap in the authorized place of use relative to County-mapped parcel boundaries as shown in the table below and shown on the map attached as Exhibit "2".

Parcel No.	Owner
<b>231932220200</b>	<b>MILLER ORCHARD LLC</b>
231932220150	MILLER ORCHARD LLC
231932220100	OLIVIER, LINDA
231932220075	PENNINGTON, JOSEPH A
231932220055	MILLER ORCHARD LLC
231932220050	MILLER, SAM A
231932230050	BEAR GULCH ORCHARDS LLC
231932230100	MILLER ORCHARD LLC
231932320100	MILLER, SHEREL E
231931410030	VALERI PATRICK N & DESILEE C
231931410040	DILLY STEVEN E

Of the parcels noted above, the Seller owns or controls the parcels designated as Miller Orchard and Bear Gulch Orchards, LLC. In each case of the non-owned/controlled parcels, the Seller asserts they can obtain signature on a change application. The Buyer and Seller agree that the claimed place of use is slightly offset to the southeast relative to the actual 7.17 acres for which the subject water rights are appurtenant, and that following this transaction will no longer have water rights and will be fallowed. The actual 7.17 acres of fallowed land associated with Claim Nos. S4-057797CL, G4-057798CL is within Parcels 23-19-32-220-200 and 23-19-32-220-150 as shown in attached Exhibit "2".

The authorized place of use for S4-118425CL overlaps thirteen (13) parcels and with seven (7) unique owners as shown in the table below and shown on the map attached as Exhibit “3”.

Parcel No.	Owner
231932220200	MILLER ORCHARD LLC
231932220150	MILLER ORCHARD LLC
231932220100	OLIVIER, LINDA
231932220075	PENNINGTON, JOSEPH A
231932220055	MILLER ORCHARD LLC
231932230100	MILLER ORCHARD LLC
231932220050	MILLER, SAM A
231930440000	MACHTLEY, KENNETH A SR
231930440050	MACHTLEY, KENNETH A SR
231931110210	MACHTLEY, KENNETH A SR
231931110155	PLOTZ, JOHN W & MOIRA
231931110200	MACHTLEY, KENNETH A SR
231931400050	U.S. BUREAU OF RECLAMATION

Of the parcels noted above, the Seller owns or controls the parcels designated as Miller Orchard LLC. In each case of the non-owned/controlled parcels, the Seller asserts they can obtain signatures on a change application.

Buyer intends to transfer all of Surface Water Claim No. S4-057797CL into the Trust Water Program. The full water right represented by Groundwater Claim No. G4-057798CL, consisting of 34 acre-feet per year for irrigation of 8 acres, shall also be transferred into the Trust Water Program, with Seller retaining ownership of the 0.83 acres in Trust not purchased by Buyer at this time, but may be implicated in a future transaction with the Buyer and/or used as future mitigation by the Seller.

**4. Seller's Required Documentation.** Documentation to be provided by Seller to Buyer includes the following:

4.1 Copy of Registered Water Right Claim Nos. S4-057797CL, G4-057798CL and S4-118425CL.

4.2 All available Department of Ecology (Ecology) files associated with Water Right Claim Nos. S4-057797CL, G4-057798CL and S4-118425CL.

4.3 Evidence of clear title to applicable property and the ability to sever the right from the land to which it is appurtenant for the intended uses.

4.4 Evidence of irrigation methods to support beneficial use under the subject claims, including but not limited to crop insurance maps, evidence of crop type, evidence of sprinkler type, pump information, pump run times, irrigation set durations, power data, etc.

4.5 Other applicable documentation as may be reasonably requested by Buyer, including where needed signatures of Linda Olivier, Sam Miller, Joseph Pennington, Sherel E. Miller, Valeri Patrick and C. Desilee, Steven E. Dilly, Kenneth A. Machtley, and John or Moira Plotz, evidencing their support of the water right applications required for this transaction for Water Right Claim Nos. S4-057797CL, G4-057798CL and S4-118425CL, along with evidence of authority to sell from Miller Orchard, LLC and a release of interest by Bear Gulch Orchards, LLC.

5. **Purchase Price.** The agreed purchase price is \$40,000/acre-foot for each valid acre-foot of water approved by Ecology for transfer to the intended purposes. The County's intent is to purchase each and every valid acre-foot of water found to be valid by Ecology and for which clear title can be provided. While it is understood by the Parties that the intent of this transaction is to maximize the transferred quantity of water available in accordance with Ecology guidance, in the event the Department or a judicial body upon appeal finds the Seller's Water Rights available for sale totals less than 3.585 Miners inches and 36.57 acre-feet per year for irrigation of 7.17 acres, then the purchase price shall be proportionately reduced on an acre-foot or Miners inch basis, whichever is lower. For example, we note that the claimed water duty is based on historic flood/rill irrigation which is inconsistent with longstanding irrigation practices and unlikely to be recognized as valid by Ecology. A current water duty of 4.2 acre-feet/acre is likely supportable under Ecology guidance which would equate to \$1,204,560 for 30.114 acre-feet for irrigation of 7.17 acres.

6. **Earnest Money.** Upon execution of this Agreement, Buyer shall deposit \$10,000.00 with the "Closing Agent" identified below. Said funds shall be held in trust with the Closing Agent and applied to the purchase price at closing.

7. **Contingency.** Buyer's obligation to purchase the water rights described in this Agreement is contingent upon award and receipt by Buyer of grant funding from the Washington State Department of Ecology sufficient to allow purchase of those water rights.

8. **Conveyance.** Upon receipt of payment in full, Seller shall convey to Buyer title to the subject water rights via a Statutory Warranty Deed (draft attached as Exhibit "I").

9. **Water Right Change/Transfer Costs.** In addition to the agreed purchase price, Buyer shall pay all costs associated with preparing and facilitating water right change/transfer applications required for this transaction including, but not limited to, consultant costs, application fees, excise taxes, recording fees, legal fees etc. The parties agree that Seller shall be entitled to up to \$10,000 from the Buyer to cover review of Buyer-prepared and Ecology-reviewed water right change/transfer documents performed by Marquis Law Office PLLC.

10. **Representations and Warranties.** Seller represents that the claimed 7.17 acres have been continuously irrigated without any five-year interruption in use, and not subject to curtailment due to instream flows. Seller shall convey the rights free and clear of any encumbrances by statutory warranty deed subject only to the terms of the Ecology-approved water right transfer authorization.

11. **County Authority.** Buyer has the authority to enter into this Agreement as a municipal entity with responsibility for managing water within its jurisdiction as per RCW 36.32, RCW 36.70, and 36.96.

12. **Due Diligence.** Seller has or shall provide to Buyer copies of all documents and materials pertaining to the subject water rights to the extent they are within the Seller's possession or control, including, but not limited to, those documents identified in Section 4.

13. **Termination.** Buyer shall have the right to terminate this Agreement in the event that the change authorization differs substantially from that which is anticipated by this Agreement. In such an event, the Closing Agent shall return the Earnest Money to the Buyer.

14. **Closing.**

14.1 "Closing" shall mean the date on which all documents are recorded and the net proceeds are available for disbursement to the Seller.

14.2 Pioneer Title Company shall act as closing agent for this agreement unless the parties agree to some other closing agent. Closing agent shall collect and exchange all documents necessary to affect the transfer as contemplated herein. Closing shall take place within two weeks of the transfer authority becoming final and no longer subject to appeal.

14.3 At Closing, the parties agree to sign all documents reasonably necessary to transfer the Water Rights to the Buyer or Buyer's designee, including, but not limited, to a Statutory Warranty Deed and real estate excise tax affidavit.

14.4 Buyer shall deliver to the Closing Agent a cashier's check or equivalent verified funds necessary to complete the purchase in accordance with this Agreement.

15. **Post-Closing.** After Closing, Seller agrees that 7.17 acres of irrigated land authorized by the combined authority under S4-057797CL (purchasing in its entirety), G4-057798CL (purchasing 7.17 acres of the 8.0 total authority), and S4-118425CL (not purchased, but for which overlapping authority exists) will be fallowed. Furthermore, the 7.17 acres of irrigation being purchased will be removed from the place of use of the Seller-retained portions of G4-057798CL and S4-118425CL. Finally, pursuant to Ecology Policy 1120 on Tentative Determinations, the extent and validity of G4-057798CL and S4-118425CL will be determined as part of this transaction and change authorizations will be updated accordingly.

16. **Cooperation.** Seller and Buyer agree to cooperate, pre- or post-closing, in the preparation, execution and filing of all documents or materials needed in order to carry out the intent of the Parties as described in this Agreement.

17. **Assignment.** The Buyer may assign this Agreement to an affiliate, but may not otherwise assign this agreement without the advance written consent of the Seller, which consent shall not be unreasonably withheld. Seller may not assign this Agreement without the advance written consent of the Buyer.

18. **Time is of the Essence.** Time is of the essence in this Agreement.

19. **Counterpart/Facsimile.** This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart or facsimile. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties. The facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same

as delivery of an original. At the request of either party, or the closing agent, the parties will confirm facsimile transmitted signatures by signing an original document.

**20. Attorney's Fees.** If either Party should have to bring legal action to enforce any provision of this Agreement the prevailing party shall be entitled to recover their costs and attorney fees in such action or enforcement.

**21. Representation.** Each party has had the opportunity to have this agreement reviewed by their own counsel. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

**22. Governing Law and Venue.** The laws of the State of Washington shall govern the validity, enforcement, and interpretation of this Agreement. The venue of any legal action shall be in Chelan County, Washington.

**23. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, personal representatives, successors and assigns.

**24. Entire Agreement.** This Amended and Restated Agreement contains the entire agreement and amends and restates in its entirety the Water Right Purchase and Sale Agreement between the Parties dated 12/06/2023. There are no other agreements, warranties, or understandings, written or oral between the Parties. Amendments to this Agreement shall be written and signed by both Parties.

**25. Signature Authority.** Each of the individuals signing below represent and warrant that they have the authority to sign this Agreement and that the Agreement is binding on the entity for which they are signing.

**26. Effective Date.** The effective date of this Agreement shall be the date of the last signature below.

BUYER:

By: Sharon Smith  
Name: Sharon Smith  
Title: Commissioner  
Date: 3-12-24 New date:           

*Acknowledgement of  
date correction*

SELLER: MILLER ORCHARD, LLC

By: Kameron Miller  
Name: K.  
Title: owner  
Date: 5-6-24 New date: 3-14-24  
*Revised to current date*

**Exhibit "1"**

In Return Address:  
Mr. Robert Siderius  
Jeffers, Danielson, Sonn & Aylward, PS  
2600 Chester Kimm Road  
Wenatchee, WA 98801

**STATUTORY WARRANTY DEED  
(For Water Rights)**

Grantor: Miller Orchards, LLC, a Washington Limited Liability Company ("Grantor")  
Grantee: Chelan County, a Washington Municipal Corporation  
Water Right Claim S4-057797CL and G4-057798CL (attached), in Chelan County, WA.  
Tax Parcel Nos. 23-19-32-220-200, 23-19-32-220-055, 23-19-29-330-261 and 23-19-32-220-050

GRANTOR, Miller Orchards, LLC, a Washington limited liability company, is the owner of real property located in Chelan County and legally described as follows:

- a. 23-19-32-220-200
  - i. UNASSIGNED  
CASHMERE, WA 98815
  - ii. T 23N R 19EWM S 32 PT W 1/2 NWNW 8.7400 ACRES
- b. 23-19-32-220-055
  - i. 1875 MISSION CREEK RD  
CASHMERE, WA 98815
  - ii. T 23N R 19EWM S 32 LOT 1 BLA 1998-001 LT 1 SS#1357 26.3200 ACRES
- c. 23-19-32-220-150
  - i. 1551 MISSION CREEK ROAD  
CASHMERE, WA 98815
  - ii. PTN. W ½ NWNW SEC. 32, T. 23 N, R. 19 E.W.M.
- d. 23-19-32-23-0100
  - i. UNASSIGNED  
CASHMERE, WA 98815
  - ii. PTN. NWNW SEC. 32, T. 23 N, R. 19 E.W.M.

(together, the "Property"). Grantor is the holder of Washington State Department of Ecology Water Rights Claim Nos. S4-057797CL and G4-057798CL (the "Water Rights"), which are appurtenant to the Property.

For Ten and 00/100 Dollars (\$10.00) and other valuable consideration paid by Chelan County, receipt of which is hereby acknowledged, Grantor conveys, sells and warrants to Chelan County the entirety of the water rights contained in Water Rights Claim No. S4-057797CL and 7.17 acres of the 8 acres available for irrigation under Water Rights Claim No. G4-057798CL.

Grantor represents and warrants that it is the owner of the Property, that the Property is free of any encumbrances that would limit their ability to convey the Water Rights. Furthermore, Grantor represents and warrants that it has full authority to transfer the Water Rights.

This Statutory Warranty Deed (for Water Rights) is appurtenant to the Property and shall be binding on Grantor, its successors and assigns.

GRANTOR:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and acknowledged that he/she signed this instrument, on oath and stated that he/she is authorized to execute the instrument on behalf of Miller Orchards, LLC, and acknowledged it to be his/her free and voluntary act of such part for the uses and purposes mentioned in the instrument.

DATED this            day of            , 2023.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington.

My Appointment Expires \_\_\_\_\_

GRANTEE:

CHELAN COUNTY

By \_\_\_\_\_  
Mike Kaputa,  
Director, Department of Natural Resources

STATE OF WASHINGTON )  
 ) ss.  
County of Chelan )

I certify that I know or have satisfactory evidence that Mike Kaputa appeared before me, and he acknowledged that he signed this instrument, on oath and stated that he is authorized to execute the instrument on behalf of Chelan County and acknowledged it to be his free and voluntary act of such part for the uses and purposes mentioned in the instrument.

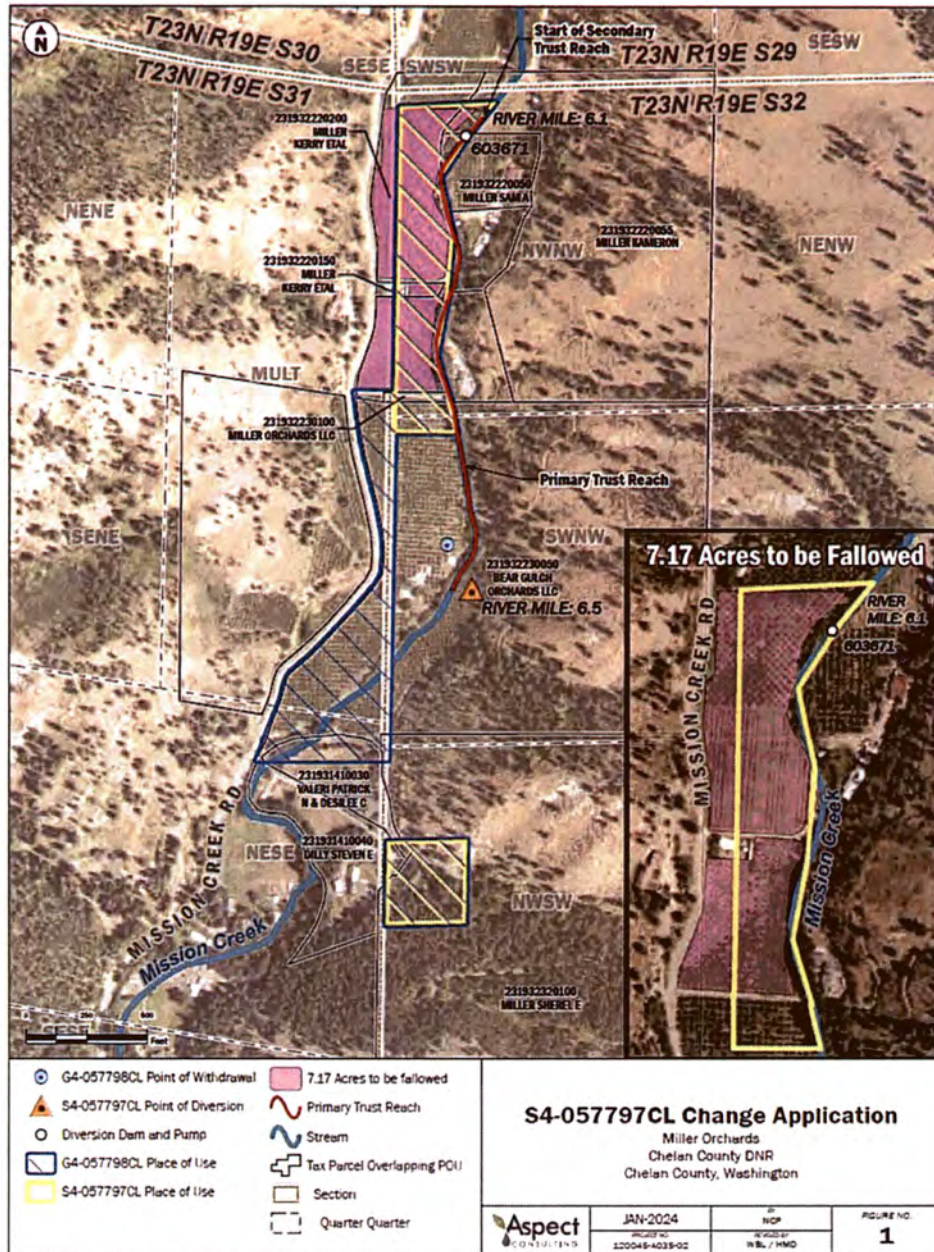
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington.

My Appointment Expires \_\_\_\_\_





MEMORANDUM OF UNDERSTANDING AMONG  
THE UNITED STATES DEPARTMENT OF THE INTERIOR, UNITED STATES FISH AND  
WILDLIFE SERVICE  
AND NATIONAL PARK SERVICE,  
NORTH CASCADES NATIONAL PARK SERVICE COMPLEX AND  
CHELAN COUNTY

COOPERATIVE DEVELOPMENT OF THE ENVIRONMENTAL IMPACT STATEMENT  
FOR THE NORTH CASCADES ECOSYSTEM  
GRIZZLY BEAR RESTORATION PLAN

This Memorandum of Understanding (MOU) is entered into jointly by the following parties: the United States Fish & Wildlife Service (FWS); National Park Service (NPS); and Chelan County (Chelan County). The NPS, FWS, and Chelan County are together referred to in this MOU as the Parties, and individually may be referred to as a Party.

The Parties understand and acknowledge that a number of NEPA steps that cooperating agencies typically participate in have already been completed (e.g., scoping, development of a range of alternatives, development and release of the draft Environmental Impact Statement (EIS)). Therefore, this MOU covers the remaining steps in the NEPA process participation as a cooperating agency.

The purpose of this MOU is to outline how the FWS and NPS, as the joint Lead Agencies under the National Environmental Policy Act (NEPA), will work with Chelan County as a Cooperating Agency, during the steps of the NEPA process that remain to be completed for the North Cascades Ecosystem Grizzly Bear Restoration Plan and Environmental Impact Statement (plan/EIS). This MOU:

- Describes how the Parties will work together in compliance with all applicable laws, including the Endangered Species Act (ESA).
- Describes the general roles and responsibilities of each Party, as Joint Lead or Cooperating agency; and
- Provides a framework for cooperation and coordination between the Parties to successfully complete the NEPA process in a timely, efficient, and thorough manner.

**ARTICLE I – BACKGROUND AND OBJECTIVES**

Situated in the core of the North Cascades Ecosystem (NCE), North Cascades National Park Service Complex (NOCA) is a part of over 3.3 million contiguous acres of federally designated wilderness and designated roadless areas, and de facto wilderness in provincial parks along the international border in British Columbia, Canada. The NCE, as a whole (Washington and British Columbia), is isolated from grizzly bear populations elsewhere in the US and Canada.

Research indicates this area, including private, local, state and federal property, wilderness

landscape may support a self-sustaining grizzly bear population. Research also indicates the continued effects of climate change may not hinder, and may aid, a recovering population.

The FWS has determined the NCE no longer contains a population based on: (1) the amount of search effort without finding any evidence of grizzly bears or a confirmed population; (2) a limited number of grizzly bear detections in the NCE in the past few decades; and (3) the length of time since the last confirmed detection in the US, in 1996. Natural recovery in the NCE is challenged by the absence of verified reproduction, as well as isolation from any contiguous population in British Columbia, Canada, and the United States. A nationwide Grizzly Bear Recovery Plan was finalized by the FWS in 1982 and updated in 1993. The NCE recovery plan chapter was finalized in 1997.

The FWS and NPS are jointly preparing an EIS to determine how to restore grizzly bears in the NCE.

The mission of the FWS is to work with others to conserve, protect and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people.

The NPS is responsible for conserving the scenery and the natural and historic objects and the wildlife therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations (54 U.S.C. § 100101).

The mission of Chelan County is to protect and maintain the public health, safety and welfare of the citizens of Chelan County.

Chelan County is a Cooperating Agency in this planning process and is recognized to have special expertise in the following areas relevant to the proposed action: law enforcement, social and economic conditions, recreation and tourism, county government services, and funding needs and sources. The NPS and FWS recognize that Chelan County has knowledge and expertise relative to social and economic aspects of the county and its subdivisions in providing long-term direction for community growth and development and in county planning, resources, economic growth and development, recreation, and other county matters which may be affected by the proposed action. Additionally, the NPS, FWS, and Chelan County have obligations to the public in maintaining the quality of the human environment, regional economy, sustainability of local communities, public health, and regional resource base.

## **ARTICLE II – LEGISLATIVE AUTHORITY**

- A. **U.S. Fish and Wildlife Service:** This MOU is entered into under the provision of the following laws and authorities available to the FWS:
- Endangered Species Act, as amended (16 U.S.C. § 1531 et. seq.)
  - Fish and Wildlife Coordination Act (16 U.S.C. § 661)
  - Fish and Wildlife Conservation Act of 1980, as amended (16 U.S.C. §§ 2901-2912)
  - Fish and Wildlife Act of 1956, as amended (16 U.S.C. § 742a et. seq.)
  - National Environmental Policy Act, as amended (42 U.S.C. § 4321 et. seq.)

- B. **National Park Service:** This MOU is entered into pursuant to the National Park Service Organic Act, as amended (54 U.S.C. § 100101 et seq.), and the National Environmental Policy Act, as amended (42 U.S.C. § 4321 et. seq.).
- C. **Chelan County:** This MOU is entered into pursuant to the Interlocal Cooperation Act (RCW 39.34)

### **ARTICLE III – ROLES AND RESPONSIBILITIES**

The Parties agree to the following regarding their roles and responsibilities:

#### **A. The FWS and NPS will:**

1. Serve as Joint Lead Agencies under NEPA in developing the plan/EIS, in accordance with 40 CFR § 1501.7(b) (2022).
2. Prepare the internal and public review versions of the draft and final EISs and be responsible for the quality and content of these documents. NPS and FWS will, in their sole discretion, identify a preferred alternative in the EIS.
3. Develop a reasonable range of alternatives, including a proposed action; and identify the potential direct, indirect, and cumulative impacts of the proposed action and alternatives and potential mitigation for those impacts.
4. Seek meaningful input from Chelan County regarding impacts related to issues that may involve Chelan County interests and/or for which Chelan County has special expertise.
5. Consider and use the environmental analyses and proposals of Chelan County to the extent practicable, consistent with NPS' and FWS' responsibilities as Joint Lead Agencies.
6. Incorporate in the final EIS, to the extent practicable, the comments, recommendations, and data submitted by Chelan County within its particular area(s) of expertise. If such input is not incorporated, the NPS and FWS will discuss the reasons with Chelan County.
7. Share substantive public comments received on the draft plan/EIS and coordinate appropriate responses relating to cooperating agency area of expertise and jurisdiction.
8. Select an alternative for implementation, in their sole discretion, in the Record of Decision (ROD).
9. Ensure other requirements related to NPS and FWS actions are met (Endangered Species Act, Wilderness Act, etc.) and obtain the input of Chelan County in meeting these requirements as appropriate.

10. Keep Chelan County informed about the timeframes for the NEPA process, primarily by phone or email.
11. Hold joint meetings or conference calls with Chelan County as deemed necessary by NPS and FWS, or if requested by Chelan County
12. Identify Chelan County as a Cooperating Agency and acknowledge its role and responsibility in the EIS.
13. Hereby designate one person for each agency listed in Article IV (Key Officials) as NPS' and FWS' Joint Lead Agency Representatives for purposes of implementing the terms of this MOU. The Joint Lead Agency Representatives shall be responsible for ensuring that the terms of this MOU are followed by the Joint Lead Agency's employees, consultants, and contractors.
14. Provide reasonable notice of meeting dates and review periods for Cooperating Agencies to effectively participate.

**B. Chelan County will:**

1. Serve as a Cooperating Agency and assist the FWS and NPS, providing input, as requested, into development of the final EIS, in accordance with 40 CFR § 1501.8.
2. Provide technical input into those areas for which the County has special expertise, by evaluating the potential alternatives, impacts, and mitigation effectiveness in the plan/EIS.
3. Cooperate and assist in the preparation of the final EIS. This will be accomplished primarily through information exchange and participation in teleconference or face- to-face team meetings regarding the NEPA document.
4. Identify issues to be addressed in the final EIS; provide necessary resource, environmental, social, economic, and institutional data; and assist in developing and evaluating alternatives.
5. Provide necessary information to be included in the decision file for the preparation of the NEPA document.
6. If appropriate, and within their special expertise, provide written evaluations of the effects of implementing each alternative; and carry out any other tasks necessary for the refinement of the environmental analysis and documentation.

7. As appropriate, as determined by the lead agencies, review portions of internal draft text of the final EIS and provide comments that are within the County's area of expertise. The cooperating agencies will provide comments on drafts within timelines requested by NPS/FWS to meet the schedule of publication of the final EIS and Record of Decision in early spring 2024.
8. Hereby designate the persons listed in Article IV (Key Officials) as the respective Cooperating Agency's Representative. The Cooperating Agency's Representatives shall be responsible for implementing the terms of this MOU and ensuring their respective agency's employees and consultants follow the terms of this MOU. The Cooperating Agency's Representatives, or their designees, will attend meetings and workshops (if any), and serve as the point of contact for the exchange of materials and documents, including distributing information or documents within his or her agency as needed, and consistent with Article III, B.10 (the confidentiality provisions).
9. Maintain the confidentiality of all documents and deliberations, prior to the public release by NPS and FWS of any NEPA document, including drafts, to the extent allowable by law. Chelan County may disclose such materials to its officers and employees, provided such persons agree to keep the information confidential and not share or disclose the information unless required by law. Chelan County acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other Federal statutes. The NPS and FWS acknowledge that Chelan County's handling of these materials may be impacted by the Washington public records laws. The Parties agree that the NPS and FWS retain the discretion to withhold under FOIA, and at their discretion may withhold from Chelan County, those documents that would otherwise be available for public release under the Washington public records laws.

**C. The Parties agree:**

1. To participate in the planning process for the final EIS in good faith and make every effort to resolve areas of conflict. The agencies agree to fully explore issues before coming to conclusions, and to commit to searching for opportunities for resolution in order to contribute to an effective planning process.
2. Not to employ the services of any contractor having a potential conflict of interest, including a financial interest in the outcome of the NEPA document, in implementing the terms of this MOU, including providing expertise and analyses, as requested by the lead agencies, for the EIS, to the extent allowed by law. The Parties will take all reasonably necessary steps to ensure that no conflict of interest exists with any consultants, counsel, or representatives they may employ.

3. That the cooperation of the Parties under this MOU does not transfer any jurisdictional roles or responsibilities.
4. That implementation of specific actions tendered under this MOU is contingent upon availability of funds and staff.
5. That the Parties may enter into subsequent separate agreements under specific authorities that allow for transfer and receipt of funding.

#### ARTICLE IV – KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communications between the Parties and the work being performed. They are:

1. For NPS:  
**Signatory/Administrative**  
Randy Lavasseur  
Acting Regional Director  
National Park Service  
Interior Regions 8, 9, 10, and 12  
555 Battery Street, Suite 122  
San Francisco, CA 94111  
Telephone: 415-623-2100  
  
**Joint Lead Agency Representative**  
Don Striker  
Superintendent  
North Cascades National Park Service  
Complex  
810 State Route 20  
Sedro-Woolley, WA 98284  
Telephone: 360-854-7205
2. For FWS:  
**Signatory/Administrative**  
Brad Thompson  
State Supervisor  
500 Desmond Drive Southeast  
Lacey, WA 98503-1273  
Telephone: 360-790-8187  
  
**Joint Lead Agency Representative**  
Ann Froschauer  
Assistant Regional Director,  
Ecological Services

500 Desmond Drive Southeast  
Lacey, WA 98503-1273  
Telephone: 360-561-2018

3. For Chelan County:  
**Signatory/Administrative**  
Mike Kaputa, Director  
Chelan County Natural Resources Department  
411 Washington Street, Suite 201  
Wenatchee, WA 98801  
Telephone: 509-670-6935

**Joint Lead Agency Representative**  
Tiffany Gering, Chelan County Commissioner  
400 Douglas Street  
Wenatchee, WA 98801  
Telephone: 509-667-6215

- B. **Communications:** Chelan County will address any formal communication with their Agency letterhead regarding this MOU to the Joint Lead Agency Representatives with a copy to the NPS Regional Director and the FWS State Supervisor. All other communications that relate solely to routine matters described in this MOU may be sent only to the Joint Lead Agency Representatives. The FWS and NPS will address any communication regarding this MOU to the Cooperating Agency Representative(s). Communications that relate solely to routine matters described in this MOU may be sent only to the Cooperating Agency Representative(s).
- C. **Changes in Key Officials:** A Party shall provide advance written notice of a change in a key official.

#### **ARTICLE V – LIABILITY**

- A. Nothing in this MOU shall make or be deemed to make any Party to this MOU the agent for or the partner of any other Party.
- B. This MOU is intended to enhance the working relationship between the Parties by outlining the roles, responsibilities, and objectives of each Party in order to develop the plan/EIS. It is not intended to and does not create any third-party rights or benefits, substantive or procedural, enforceable at law or equity against the United States or the State of Washington, its departments, agencies, instrumentalities or entities, its officers or employees, or any other person.

#### **ARTICLE VI – ACCESS TO RECORDS**

- A. The Parties agree to keep and maintain records concerning the NEPA process and this MOU and afford another Party access to such records pursuant to a written request to the extent allowed by applicable law. The Parties recognize the records maintained and exchanged pursuant to the NEPA process and this MOU may be disclosed to the public pursuant to the Freedom of Information Act and/or Washington's Public Records Act.
- B. The FWS and NPS, will give Chelan County the right to examine any records related to the NEPA process and this MOU that otherwise would be available to Chelan County under the Freedom of Information Act, 5 U.S.C. §552.
- C. The Parties will inform each other before disclosing any document required by law (including the Washington Public Records Act).

#### **ARTICLE VII – STANDARD CLAUSES**

- A. **Participation in Similar Activities:** This MOU in no way restricts any of the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- B. **Members of U.S. Congress:** Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
- C. **Anti-Deficiency Act:** 31 U.S.C. § 1341 - Nothing contained in this MOU shall be construed as binding the NPS or FWS to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this MOU for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- D. **Non-Fund Obligating Document:** This MOU is neither a fiscal nor a funds obligating document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing, subject to available funding.

#### **ARTICLE VIII – MODIFICATION AND TERMINATION**

- A. This MOU may be modified only by a written instrument executed by the Parties.
- B. This MOU shall terminate upon issuance of the ROD by the NPS and FWS, or, if no ROD is issued, this MOU shall terminate upon the Department of the Interior publishing a Federal Register notice announcing the termination of the EIS process, unless terminated earlier. Any Party may terminate this MOU earlier by providing the other Parties with 30 days advance written notice. In the event one Party provides the other Parties with notice of its intention to terminate, the Parties will meet promptly to discuss

the reasons for the notice and to try to resolve their differences. Notwithstanding any other provision of this MOU, if termination occurs prior to the issuance of the ROD, all parties will remain accountable, to the extent allowed by Federal and State law, to the confidentiality of all documents.

- C. Any Cooperating Agency may withdraw from the MOU with 30 days advance written notice to the FWS and NPS. If the Cooperating Agency withdraws from this MOU, it will no longer be considered a Cooperating Agency for the purposes of the plan/EIS. Upon withdrawal, the party will remain accountable, to the extent allowed by Federal and State law, to the confidentiality of all documents.

## **ARTICLE IX – SIGNATURES**

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**Randy Lavasseur**

*Acting Regional Director, Interior Regions 8, 9, 10, and 12, National Park Service*

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**Brad Thompson**

*State Supervisor, U.S. Fish and Wildlife Service*

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**Mike Kaputa, Director**

*Chelan County Natural Resources Department*



**Chelan County  
Natural Resource Department  
Monday, March 18, 2024**

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

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

**RE:** Beaver Creek Culvert Replacement Project

**Recommendation to Execute Agreement** (Action Item)

Commissioners:

On Tuesday, March 5, 2024 the Chelan County Commissioners authorized the issuance of a "Notice of Award" for the referenced Project to Konnerup Construction Inc., of Stanwood Washington. In accordance with the "Notice of Award", Konnerup Construction Inc has provided the required pre-contract documentation listed as follows:

1. Fully executed Agreement between Owner and Contractor
2. Payment and Performance Bond(s)
3. Acknowledgement of "Notice of Award"
4. Contractor's Certificate of Liability Insurance

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

Based on the foregoing, recommendation is as follows:

**Recommendation**

**It is recommended that the Chelan County Board of Commissioners execute Agreement for the Beaver Creek Culvert Replacement Project – in the Amount of \$ 371,450.00 (not including w.s.s.t.), and further authorize the issuance of "Notice to Proceed" with the date of notice to be determined by the Chelan County Natural Resource Department.**

Respectfully Submitted,



Hannah Pygott, Senior Natural Resource Specialist

## AGREEMENT

THIS AGREEMENT, made this 18th day of March, 2024, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and Konnerup Construction Inc doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction of the **Beaver Creek Culvert Replacement Project** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all on-site work as indicated on the Drawings between the dates of September 16<sup>th</sup> and October 4<sup>th</sup>, 2024. The Project shall be substantially complete by October 4<sup>th</sup>, 2024.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ 371,450 or as shown in the BID schedule (*Not including Washington State Sales Tax*). Washington State Sales Tax will be paid by the CONTRACTING AGENCY on Progress Payment Base amounts at the time of "Contractor's Application for Payment".
5. The CONTRACTOR shall submit applications for payment in accordance with the 2024 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) BIDDING INSTRUCTIONS
  - (B) INVITATION TO BID
  - (C) BID PROPOSAL
  - (D) BID PROPOSAL DECLARATION
  - (E) BID PROPOSAL BOND
  - (F) BIDDER INFORMATION
  - (G) NON-COLLUSION DECLARATION
  - (H) SUBCONTRACTORS LIST
  - (I) CERTIFICATION REGARDING DEBARMENT
  - (J) BONDING AND CLAIMS
  - (K) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
  - (L) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
  - (M) PERFORMANCE AND PAYMENT BOND
  - (N) NOTICE OF AWARD
  - (O) NOTICE TO PROCEED
  - (P) CHANGE ORDER(s)
  - (Q) ADDENDA:
    - No. 1 Dated January, 30, 2024
    - No. 2 Dated February, 21, 2024
    - No.     Dated                     , 202
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their  
duly authorized official, this Contract in triplicate. The Contract will be effective on  
March 18th, 2024 (insert date).

**CONTRACTING AGENCY**

\_\_\_\_\_  
SIGNATURE

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

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

ATTEST:  
Clerk of the Board

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
TITLE

**CONTRACTOR**

Justin Konnerup

Digitally signed by Justin Konnerup  
DN: cn=Justin Konnerup, o=Chelan County  
Date: 2024.03.18 13:49:21-08'00'



\_\_\_\_\_  
SIGNATURE

Justin Konnerup

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

PO Box 882 Stanwood, WA 98292

\_\_\_\_\_  
ADDRESS

President

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

EMPLOYER ID  
NUMBER: 20-2133565

ATTEST:

\_\_\_\_\_  
SIGNATURE

Dave Albaugh

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

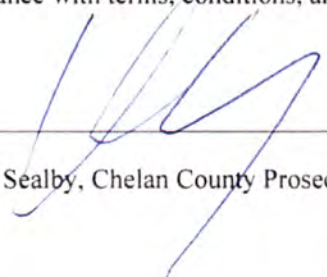
Foreman

\_\_\_\_\_  
TITLE

CERTIFICATE OF CONTRACTING AGENCY'S ATTORNEY

I, the undersigned, Robert Sealby, the duly authorized and acting legal representative of Chelan County, Washington, do hereby certify as follows:

I have examined the attached Agreement and Certificate of Insurance, including the manner of execution thereof for the “ **Beaver Creek Culvert Replacement Project**” and I am of the opinion that each of the aforesaid documents are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representative have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing documents constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

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Robert Sealby, Chelan County Prosecuting Attorney

DATE: 3-7-24

**SUPPLEMENT TO  
CHELAN COUNTY – CHELAN-DOUGLAS LAND TRUST  
2023 INTERLOCAL AGREEMENT FOR SERVICES  
FOR PROJECT COORDINATION AND COLLABORATION**

**EXHIBIT 2024-1**

**PARTICIPATION IN NASON CREEK RM 12 FLOODPLAIN RECONNECTION- FINAL DESIGN**

THIS EXHIBIT is made between Chelan County, a Washington municipal corporation ("the County") and Chelan-Douglas Land Trust, a 501(c)3 non-profit organization under the laws of the State of Washington ("CDLT"), collectively referred to as "Parties."

**RECITALS**

1. The Parties to this Exhibit entered into an Interlocal Agreement for Services, dated November 15, 2023 ("the Interlocal Agreement"), to facilitate coordination and collaboration on various projects and efforts in Chelan County, Washington. The Interlocal Agreement is incorporated into this Exhibit by this reference.
2. Section Three of the Interlocal Agreement provides that the Parties may provide services or tasks to each other from time to time as specified in Work Orders.
3. Section Four of the Interlocal Agreement provides that the Parties shall reimburse each other for all reimbursable costs and expenses for services performed during the terms of the agreement. Reimbursements to be paid based on itemized invoices, as described in the Interlocal Agreement.
4. The Parties seek to supplement the Interlocal Agreement with this Exhibit, which serves as a Work Order.

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

**AGREEMENT**

Chelan County Natural Resource Department ("CCNRD") has received a grant of funds from the Washington Recreation and Conservation Office ("RCO") in support of a project to improve conditions and benefit listed salmonids at the Nason Creek RM 12 Floodplain Reconnection Project Site ("the Project;" RCO PRISM Agreement No. 23-1281, incorporated by reference). The project site is made up of parcels owned separately by the County and CDLT. The Period of Performance for Agreement No. 23-1281 is September 14, 2023 (project start date) through September 14, 2025 (project end date), unless adjusted by amendment. This is the second phase of the design process for this project site, and CDLT participated in the previous phase.

The Scope of Work incorporated into Agreement No. 23-1281 includes the following specific tasks:

1. Data collection and field reconnaissance: Continue to gather, review and incorporate existing information, and collect additional on-site data as needed to inform designs and for permitting purposes. Includes cultural resources surveys, wetland delineation and other field data collection efforts. Deliverables: compiled data sets, cultural resources report, wetland delineation report.

2. **Final Designs.** This task will develop draft final and construction-ready design packages (including basis of design report, plan set, cost estimate, specifications, etc.). It will update the preliminary designs and prepare a draft final design package for review and regulatory purposes, and a construction-ready final design package to support the construction bid process and subsequent project implementation. This task will update the hydraulic model and project designs to incorporate new LiDAR data and supplemental topobathymetric data collected under Task 1. This task also includes internal and external review and comment periods. Deliverables: draft final and construction ready design packages.
3. **Permit Applications:** CCNRD will prepare and submit permit applications, including Hydraulic Project Approval (HPA) and Joint Aquatic Restoration Permit Application (JARPA) permit applications. In addition, CCNRD will work with Chelan County Community Development and Federal Emergency Management Agency staff to prepare a Conditional Letter of Map Revision (CLOMR), which we expect will be needed to permit the project relative to its location within a Special Flood Hazard Zone. Task includes meetings, hydraulic analyses and others needed to coordinate with local and federal regulators and assemble the permit applications. Deliverables: permit applications and associated documents (e.g., CLOMR, HPA, JARPA, etc.).
4. **Management and Meetings:** Project sponsor will manage grant agreements and contracts, participate in the design team and work with landowners, permit agencies and other stakeholders. Deliverables: grant compliance materials including progress and final reports.

No restoration construction activities will occur during this phase of the Project.

The County's agreement with RCO (Agreement No. 23-1281) includes \$5,000 to support CDLT participation in the above Scope of Work. Specifically, CDLT will:

1. Assist the County with project design, review, and permitting.
2. Coordinate designs with stewardship concerns on CDLT property.
3. Develop a Landowner Agreement with the County for terms of the County's subsequent work on CDLT property.
4. Develop budget for CDLT costs during construction phase.
5. Assist in coordination with neighboring owner, if needed.
6. Coordinate with the County for field work on or transport and storage of materials on CDLT property, if needed.

**Total Not-to-Exceed Cost for this agreement: \$5,000**

**Period of Performance: January 2024 – September 2025**

CHELAN COUNTY  
BOARD OF COUNTY COMMISSIONERS

---

CHELAN-DOUGLAS LAND TRUST



EUNICE YOUMANS, Executive Director

CONTRACT NO.  

**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
CHELAN COUNTY  
AND  
ANCHOR QEA**

This Contract is made and entered into by and between **CHELAN COUNTY** and the below named firm, hereinafter referred to as "CONTRACTOR."

**Anchor QEA**

Contractor Name

**1201 3<sup>rd</sup> Avenue, Suite 2600**

Address

**Seattle, WA 98101**

City, State, Zip-Code

**(206) 287-9130**

Phone

**(287) 287-9131**

Fax

**drice@anchoragea.com**

E-mail

**601-815-728**

Washington State UBI Number

**91-1851322**

Federal ID Number

**PURPOSE**

The purpose of this contract is to provide professional engineering services needed to confirm the preferred facility locations and project alternative for the IPID Pump Exchange project and develop preliminary design documents for the project. Anchor QEA completed prior studies for the project, including a feasibility study and conceptual designs in 2022. Anchor QEA also provided support for development of the project in 2022 and 2023. Additional work is needed to confirm the location of pump exchange facilities so that preliminary and detailed designs can be developed for the project. Chelan County secured funding from the United States Bureau of Reclamation to support design and permitting for the project. Funding has been allocated to support the project in Fiscal Year (FY) 2024. Additional funding will be allocated to further support the design in FY 2025. Amendments will be provided to supplement the project budget to complete the work as the work progresses and additional funds are allocated.

**SCOPE OF WORK**

- A. Exhibit A, attached hereto and incorporated by reference, contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between CHELAN COUNTY and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the Scope of Work, Exhibit B.
- C. The CONTRACTOR shall produce preliminary design drawings or other written documents (deliverables) as described in the Scope of Work, Exhibit B.

- D. All written reports required under this contract must be delivered to **Mary Jo Sanborn**, the Project Manager, in accordance with the schedule above.

#### **PERIOD OF PERFORMANCE**

The effective date of this contract is November 1, 2023. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the CONTRACTOR. This agreement shall expire no later than July 30, 2026, unless CHELAN COUNTY extends the expiration date in writing.

#### **SPECIAL PROVISIONS**

The contract shall incorporate the special provisions from the funding agency (Washington State Department of Ecology) outlined in Exhibit C.

#### **COMPENSATION**

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed Four-Hundred Four Thousand Five Hundred dollars (\$404,500) inclusive of all costs incurred during FY2024 (through September 30, 2024). CONTRACTOR'S compensation for services rendered shall be based on the budget included in the Contractor's Scope of Work and Budget, Exhibit B.

#### **BILLING PROCEDURES AND PAYMENT**

CHELAN COUNTY will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more often than monthly. The invoices shall describe and document to CHELAN COUNTY'S satisfaction a description of the work performed, the progress of the project in terms of percentage complete for each task listed in Exhibit B, and fees. If expenses are invoiced, provide a detailed breakdown of each type. Any single expenses in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement. Fees invoiced shall not exceed the percentage complete without authorization of CHELAN COUNTY.

Payment shall be considered timely if made by CHELAN COUNTY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

CHELAN COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by CHELAN COUNTY.

## **CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contract Mgr. for CONTRACTOR is:	Contract Mgr. for CHELAN COUNTY is:
<i>Contract Mgr: David Rice</i>	<i>Contract Mgr: Mary Jo Sanborn</i>
Contractor: Anchor QEA	Agency: Chelan Co. Natural Resource Dept.
Address: 1201 3 <sup>rd</sup> Avenue, Suite 2600	Address: 411 Washington Street, Suite 201
City, State Zip Code: Seattle, WA 98101	City, State Zip Code: Wenatchee, WA 98801
Phone: (206) 287-9130 Fax: (206) 281-9131	Phone: (509) 860-2135 Fax: (509) 667-6527
E-mail address: drice@anchorqea.com	E-mail address: MaryJo.Sanborn@co.chelan.wa.us

## **INSURANCE**

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect CHELAN COUNTY should there be any claims, suits, actions, costs, damages or expenses arising from any negligent act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract. The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.  
  
Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:  
  
\$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name CHELAN COUNTY, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give CHELAN COUNTY thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR shall submit to CHELAN COUNTY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

## **ASSURANCES**

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

**ORDER OF PRECEDENCE**

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and state of Washington statutes and regulations;
- Special Terms and Conditions as contained in this basic contract instrument;
- Exhibit A – General Terms and Conditions;
- Exhibit B – Project Statement of Work and Budget
- Exhibit C – Special Provisions
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

**ENTIRE AGREEMENT**

This contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

**CONFORMANCE**

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

**APPROVAL**

This contract shall be subject to the written approval of CHELAN COUNTY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT is signed by the persons signing below, who warrant they have the authority to sign the contract.

**ANCHOR QEA**

**BOARD OF CHELAN COUNTY  
COMMISSIONERS**

David M. Rice  
DAVID RICE, MEMBER

\_\_\_\_\_  
CHAIRMAN

MARCH 6, 2024  
DATE

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
ATTEST: Clerk of the Board

\_\_\_\_\_  
COMMISSIONER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**EXHIBIT A**

**GENERAL TERMS AND CONDITIONS**

**DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "**CHELAN COUNTY**" shall mean CHELAN COUNTY, any division, section, office, unit or other entity of CHELAN COUNTY, or any of the officers or other officials lawfully representing CHELAN COUNTY.
- B. "**AGENT**" shall mean the Contract Manager for CHELAN COUNTY, and/or the delegate authorized in writing to act on the Contract Manager's behalf.
- C. "**CONTRACTOR**" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "**SUBCONTRACTOR**" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

**Access to Data**

In compliance with RCW 39.29.080, the CONTRACTOR shall provide access to data generated under this contract to CHELAN COUNTY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

**Advance Payments Prohibited**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by CHELAN COUNTY.

**Amendments**

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

**Americans with Disabilities Act (Ada) of 1990, Public Law 101-336, Also Referred to as the "ADA" 28 CFR Part 35**

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**Assignment**

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of CHELAN COUNTY.

**Attorneys' Fees**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

**Confidentiality/Safeguarding of Information**

The CONTRACTOR shall not use or disclose any information concerning CHELAN COUNTY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of CHELAN COUNTY, or as may be required by law.

**Conflict of Interest**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, CHELAN COUNTY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, CHELAN COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of CHELAN COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**Copyright Provisions**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by CHELAN COUNTY. CHELAN COUNTY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to CHELAN COUNTY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to CHELAN COUNTY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to CHELAN COUNTY.

The CONTRACTOR shall exert all reasonable effort to advise CHELAN COUNTY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

CHELAN COUNTY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. CHELAN COUNTY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

**Covenant Against Contingent Fees**

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

CHELAN COUNTY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

**Disputes**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the CONTRACTOR'S name, address, and contract number; and
  - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within five (5) working calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 working calendar days. The AGENT may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

**Duplicate Payment**

CHELAN COUNTY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge any other party under any other contract or agreement, for the same services or expenses.

**Governing Law**

This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Chelan County.

**Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless CHELAN COUNTY, departments of the county and all officials, agents and employees of CHELAN COUNTY, from and against all claims for injuries or death arising out of or resulting from the performance of the contract.

"Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting there from.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend and hold harmless the state for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR shall be required to indemnify, defend and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of CONTRACTOR.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the county and its agencies, officials, agents or employees.

**Independent Capacity of the Contractor**

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of CHELAN COUNTY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of CHELAN COUNTY or of CHELAN COUNTY by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

**Industrial Insurance Coverage**

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, CHELAN COUNTY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. CHELAN COUNTY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by CHELAN COUNTY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's right to collect from the CONTRACTOR.

**Licensing, Accreditation and Registration**

The CONTRACTOR shall comply with all applicable local, state and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

**Limitation of Authority**

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

**Noncompliance with Nondiscrimination Laws**

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with CHELAN COUNTY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**Nondiscrimination**

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

**Privacy**

Personal information including, but not limited to, "Protected Health Information", collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of CHELAN COUNTY or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless CHELAN COUNTY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

**Publicity**

The CONTRACTOR agrees to submit to CHELAN COUNTY all advertising and publicity matters relating to this contract wherein CHELAN COUNTY'S name is mentioned or language used from which the connection of CHELAN COUNTY'S name may, in CHELAN COUNTY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of CHELAN COUNTY.

**Records Maintenance**

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by CHELAN COUNTY, personnel duly authorized by CHELAN COUNTY, the Office of the County Auditor, and federal and state officials so authorized by law, regulation or agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**Registration with Department of Revenue**

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.  
<http://access.wa.gov/business/index.aspx>

**Right of Inspection**

The CONTRACTOR shall provide right of access to its facilities to CHELAN COUNTY, or any of its officers, or to any other authorized agent or official of CHELAN COUNTY, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

**Savings**

In the event funding from CHELAN COUNTY, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, CHELAN COUNTY may terminate the contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at CHELAN COUNTY'S discretion under those new funding limitations and conditions.

**Severability**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**Site Security**

While on CHELAN COUNTY premises, CONTRACTOR, its agents, employees or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**Subcontracting**

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of CHELAN COUNTY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to CHELAN COUNTY for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of CHELAN COUNTY or as provided by law.

**Taxes**

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

**Termination for Cause**

In the event CHELAN COUNTY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, CHELAN COUNTY has the right to suspend or terminate this contract. Before suspending or terminating the contract, CHELAN COUNTY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

CHELAN COUNTY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by CHELAN COUNTY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of CHELAN COUNTY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**Termination for Convenience**

Except as otherwise provided in this contract, CHELAN COUNTY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, CHELAN COUNTY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

**Termination Procedures**

Upon termination of this contract, CHELAN COUNTY, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to CHELAN COUNTY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

CHELAN COUNTY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by CHELAN COUNTY, and the amount agreed upon by the CONTRACTOR and CHELAN COUNTY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by CHELAN COUNTY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of CHELAN COUNTY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract.

CHELAN COUNTY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect CHELAN COUNTY against potential loss or liability. The rights and remedies of CHELAN COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to CHELAN COUNTY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case CHELAN COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to CHELAN COUNTY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to CHELAN COUNTY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which CHELAN COUNTY has or may acquire an interest.

**Treatment of Assets**

1. Title to all property furnished by CHELAN COUNTY shall remain in CHELAN COUNTY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in CHELAN COUNTY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in CHELAN COUNTY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by CHELAN COUNTY in whole or in part, whichever first occurs.

2. Any property of CHELAN COUNTY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by CHELAN COUNTY, be used only for the performance of this contract.
3. The CONTRACTOR shall be responsible for any loss or damage to property of CHELAN COUNTY that results from the negligence of the CONTRACTOR or that results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
4. If any CHELAN COUNTY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify CHELAN COUNTY and shall take all reasonable steps to protect the property from further damage.
5. The CONTRACTOR shall surrender to CHELAN COUNTY all property of CHELAN COUNTY prior to settlement upon completion, termination or cancellation of this contract.
6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

**Waiver**

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of CHELAN COUNTY.

## **EXHIBIT B**

### **SCOPE OF WORK AND BUDGET**

Anchor QEA is pleased to present this proposal for work needed to assist Chelan County Natural Resources Department (CCNRD) and Icicle and Peshastin Irrigation Districts (IPID) in continuing to develop the IPID Pump Exchange project. As you are aware, several alternatives, variations, and options have been studied for a pump exchange project that would replace a portion of IPID's water supply with water pumped to the IPID Delivery System from the Wenatchee River. Conceptual designs have been prepared for facilities at three potential locations. The next steps in developing the IPID Pump Exchange project will include final selection and confirmation of pump exchange facility locations, preparation of preliminary designs, preparation of detailed designs, and permitting. It is our understanding that one of IPID's and CCNRD's project partners, the U.S. Bureau of Reclamation (Reclamation), has entered into an agreement with CCNRD to fund engineering design and permitting work for the project. The agreement allocated funding for use through the Fiscal Year (FY) 2024 (ending September 30, 2023), with additional funding to be allocated at the beginning of each new fiscal year over the next 2 to 3 years to complete the work. This proposed scope of work includes project background and understanding, a detailed scope of work, a list of assumptions that are reflected in the scope of work and budget, a budget for work through the preliminary design phase, and a proposed schedule for completing the work.

This scope of work has been phased to reflect the current status of the project and the likely need to refine the scope of work for detailed design as the project moves forward. Anchor QEA's initial professional services agreement with CCNRD will include confirmation of pump exchange facility locations and a preferred alternative and preliminary design. We anticipate that this work will be initiated in FY 2024 and will likely carry on into FY 2025. We understand that the funding that has currently been allocated will not cover the entire SOW through preliminary design. We anticipate that additional funds will be allocated at the beginning of FY 2025 to continue the work and that additional budget will be authorized at that time. The detailed design and permitting work will also be authorized by amendment as the work progresses and additional funds are allocated.

## **1. Project Background and Understanding**

IPID consists of what were once two separate irrigation districts, Icicle Irrigation District (IID) and Peshastin Irrigation District (PID). IID and PID jointly operate shared infrastructure and share a manager, operations personnel, and operating expenses. The two districts are in the process of consolidating into one district, referred to herein as IPID. IPID diverts water to the Icicle Canal through a diversion on the right bank of Icicle Creek approximately 5.7 miles upstream of the creek's confluence with the Wenatchee River. IPID diverts water to the Peshastin Canal from Peshastin Creek approximately 2.4 miles upstream from the creek's confluence with the Wenatchee River. These two diversions deliver water through a network of open ditches, canals, flumes, and pipelines to irrigate approximately 8,000 acres in the Wenatchee River Valley from the city of Leavenworth down to the town of Monitor.

Icicle and Peshastin Creeks are major tributaries to the Wenatchee River and provide critical habitat for Endangered Species Act (ESA)-listed fish species, including Chinook salmon, bull trout, and steelhead. The primary out-of-stream water uses in the Icicle Creek and Peshastin Creek Subbasins include irrigation, fish rearing at Leavenworth National Fish Hatchery, and municipal use. Out-of-stream water use has reduced flows in both creeks and impacted passage and habitat conditions for ESA-listed species. Improving instream flows in lower Icicle Creek and lower Peshastin Creek is a primary goal of resource managers and stakeholders in the area.

### **Prior Work**

Anchor QEA has been working with Chelan County and IPID to study the idea of a pump exchange project for several years. Prior work has included the following:

- 2012 *Peshastin Irrigation District Pump Exchange Project Appraisal Study* (Anchor QEA). This appraisal study evaluated alternatives for pump exchange facilities on the Wenatchee River that would deliver water to the Peshastin Canal near Dryden, Washington, primarily during the late-summer low-flow season.
- 2013 *IID Pump Exchange Project – Initial Project Assessment* (Anchor QEA). This brief study identified an additional alternative for pump exchange facilities on the Wenatchee River that would deliver water to the Icicle Division 2 Canal near Leavenworth, Washington.
- 2014 *Draft IID Instream Flow Improvement Options Analysis Study* (Forsgren Associates). This study, prepared in coordination with Trout Unlimited, evaluated several additional pump exchange alternatives that would deliver water from the Wenatchee River to the Peshastin or Icicle Canals at different locations.
- 2015 *IPID Pump Exchange, Summary of Additional Analysis* (Anchor QEA). This looked at options for pump exchange facilities on the Wenatchee River that would deliver water to both the Peshastin and Icicle Canals, with potential for delivery throughout the irrigation season.
- 2018 *IPID Comprehensive Water Conservation Plan and IPID Conservation Plan – Full Piping Improvement Option Memorandum* (Anchor QEA). As part of the update of the *IPID Comprehensive Water Conservation Plan*, Anchor QEA prepared a memorandum that summarized our evaluation of a concept that would include full replacement of the existing IPID delivery systems with pressurized pipelines supplied through pump stations on the Wenatchee River, referred to as the “full piping option.”
- 2020 *Value Planning Final Study – Icicle-Peshastin Irrigation Districts Instream Flow Improvement and Diversion Removal Project* (Reclamation). In December 2019, Anchor QEA, IPID, CCNRD, and Reclamation engaged in a week-long value planning workshop to look at a variety of pump exchange concepts and related improvements that would allow for reduction in diversions from Peshastin and Icicle Creeks. A report was prepared early in 2020 to summarize the findings of this work. The value planning work focused on alternatives for a pump exchange project that could operate throughout the irrigation season and deliver water to both the Peshastin and Icicle Canals.
- 2022 *IPID Pump Exchange Feasibility Study* (Feasibility Study; Anchor QEA). CCNRD and IPID secured grant funding from the Washington Recreation and Conservation Office through the Salmon Recovery Funding Board to complete a feasibility study and conceptual designs for pump exchange facilities. The Feasibility Study evaluated and compared alternatives that include combinations of one or more pump exchange facilities on the right bank of the Wenatchee River. Four potential pump exchange locations were evaluated, as follows:
  - The original preferred pump exchange location on the right bank of the Wenatchee River near Dryden
    - A location on the right bank of the Wenatchee River near IPID’s Stine Hill Spill
    - A location on the right bank of the Wenatchee River upstream of the City of Cashmere Wastewater Treatment Plant (WWTP)
    - A location on the right bank of the Wenatchee River adjacent to the Jones-Shotwell Ditch Company intake and pump station near town of Monitor
  - Conceptual designs were completed for pump exchange facilities at the first three of these locations.
- 2022-2023 Project Development. Anchor QEA has continued to work with CCNRD and IPID to review the pump exchange locations and alternatives evaluated in the Feasibility Study in an effort to narrow down the alternatives to a preferred pump exchange alternative. This work has included meetings with key stakeholders, potential funding partners, and the public to discuss the project and further understand project constraints. Through this process, it has

become clear that the original preferred pump exchange location on Dryden is not feasible due to a key property owner that does not want to engage in the project. As a result, recent discussions have focused on other potential pump exchange locations near Dryden and Stine Hill. The 2024 *Draft IPID Pump Exchange – Summary of Additional Pump Exchange Alternatives* (Anchor QEA) summarizes the full range of pump exchange locations considered near Dryden and Stine Hill and provides analysis of additional alternatives that would incorporate the most promising pump exchange locations evaluated.

## Ongoing Work and Next Steps

Anchor QEA met with CCNRD and IPID early in February 2024 to review potential pump exchange locations, review the additional analysis summarized in the *Draft IPID Pump Exchange – Summary of Additional Pump Exchange Alternatives*, and identify next steps. Anchor QEA will continue to work with CCNRD and IPID to select a final and backup pump exchange alternatives and confirm the feasibility of these alternatives through property owner discussions and refined technical analysis. It is anticipated that the final preferred pump exchange alternative will include pump exchange facilities at the following locations:

- Near Dryden or Stine Hill, at one of the following locations:
  - On the right bank of the Wenatchee River, upstream of the Dryden Dam – Pump exchange facilities would be designed to deliver water to both the Peshastin and IID Division 3A Canals. Water would then be delivered to most of the downstream Peshastin Canal water users through connections to the IID Division 3A Canal.
  - On the right bank of the Wenatchee River, along Stine Hill Road near the Highway 2 Bridge East of Dryden – Pump exchange facilities would deliver water to locations on the Peshastin Canal near Deadman Hill Road and Goehner Road in the Pine Flats area.
  - On the left bank of the Wenatchee River, across from the Washington Department of Fish and Wildlife (WDFW) Fox Miller Public Shoreline Access off of Stine Hill Road – Pump exchange facilities would be located on north side of the Wenatchee River and would require a discharge pipeline that would cross under or over the Wenatchee River to connect to the Peshastin Canal near Stine Hill.
- On the right bank of the Wenatchee River upstream of the Cashmere WWTP

The desired outcome of this next step is to define the preferred project alternative in enough detail so that the project can progress through design and permitting. Following confirmation of preferred pump exchange facility locations, Anchor QEA will proceed with development of preliminary designs for the preferred alternative. Anchor QEA will then initiate environmental permit reviews and proceed with detailed design development.

## 2. Scope of Work and Deliverables

Anchor QEA proposes to complete the design and permitting work for the project in three phases:

- Phase 1 – Confirmation of Pump Exchange Locations and Preferred Alternative
- Phase 2 – Preliminary (30% Complete) Design
- Phase 3 – Detailed Design and Permitting

Anchor QEA's initial professional services agreement with Chelan County Natural Resources Department will include Phase 1 – Confirmation of Pump Exchange Locations and Preferred Alternative and Phase 2 – Preliminary (30% Complete) Design work. This is work that will need to be initiated in FY 2024. We anticipate that the Phase 1 – Confirmation of Pump Exchange Locations and Preferred Alternative will be completed in FY 2024. The Phase 2 – Preliminary (30% Complete) Design work will likely continue into FY 2025.

This scope of work provides a detailed summary and budget for the work to be completed as part of Phase 1 - Confirmation of Pump Exchange Locations and Preferred Alternative and Phase 2 – Preliminary (30% Complete) Design. This scope of work also includes an anticipated scope of work for tasks that would be completed as part of Phase 3 – Detailed Design and Permitting. This proposal assumes that the scope of work for Phase 3 – Detailed Design and Permitting will be revised and refined with additional detail near the completion of the Phase 2 – Preliminary (30% Complete). Phase 3 work will be authorized via addendum after the project definition is confirmed through Phase 1 work and the Phase 2 – Preliminary (30% Complete) Design is nearly complete.

## **Phase 1 - Confirmation of Pump Exchange Locations and Preferred Alternative**

The goal of Phase 1 will be to define the preferred project alternative in enough detail so that the project can progress through design and permitting. Phase 1 will include the following work:

### **Task 1-1: Refined Definition of Potential Pump Exchange Facility Locations**

Anchor QEA will continue to assist CCNRD and IPID in finalizing preferred pump exchange facility locations and confirming preferred and backup pump exchange alternatives as follows:

- Provide more detailed maps showing the potential layout and configuration of pump exchange facilities at the locations currently under consideration, which include the following:
  - Near Dryden or Stine Hill, at one of the following locations:
    - On the right bank of the Wenatchee River, upstream of the Dryden Dam
    - On the right bank of the Wenatchee River, along Stine Hill Road near the Highway 2 Bridge East of Dryden
    - On the left bank of the Wenatchee River, across from the WDFW Fox Miller Public Shoreline Access off of Stine Hill Road
  - On the right bank of the Wenatchee River upstream of the Cashmere WWTP
- Provide revised alternative maps, showing the parcels that would be served by the pump exchange facilities included in each alternative and the anticipated resulting late-summer flow rates in the IPID Delivery System.
- Refine the alternative descriptions provided in the *Draft IPID Pump Exchange – Summary of Additional Pump Exchange Alternatives*.
- Schedule a meeting with CCNRD and IPID to review the refined pump exchange facility maps, alternative maps, and alternative descriptions.
- Revise the pump exchange facility maps, alternative maps, and alternative descriptions based on comments from CCNRD and IPID.

The desired outcome of this task will be to provide refined pump exchange facility maps, alternative maps, and alternative definitions with sufficient detail to engage in further discussions with affected property owners and key project stakeholders.

### **Task 1-1 Deliverables:**

- Refined Pump Exchange facility Maps (PDF format)
- Refined Alternative Descriptions and Maps (PDF format)

### **Task 1-2: Property Owner Outreach and Coordination**

As part of this task, Anchor QEA will assist CCNRD and IPID in coordinating with private property owners that would be impacted by the facilities at each pump exchange facility location, as follows:

- Participate in meetings with the impacted property owners at IPID's office in Cashmere or at the impacted property. Present the pump exchange facility concept and describe potential impacts and potential benefits of the project to the impacted property owners.
- Identify property owner concerns.
- Review property owner concerns with IPID and CCNRD and identify potential options for resolving those concerns, either as part of the design or as benefits that the project can provide to the individual property owners.
- Assist CCNRD and IPID in developing memorandums of agreement or other documentation needed to confirm property owner support for the preferred project alternative, once a preferred project alternative is selected.

The intent of the property owner outreach and coordination will be to understand whether there are property owner concerns that cannot be resolved through a memorandum of agreement that would prevent pump exchange facilities from being implemented at the locations being considered.

#### **Task 1-2 Deliverables:**

- Meeting notes and site photographs (PDF format)
- Draft Memorandums of Agreement for impacted property owners (MS Word format)

### **Task 1-3: Initial Regulatory Agency and Tribal Coordination**

As part of this task, Anchor QEA will assist CCNRD and IPID in initiating consultation with the regulatory agencies and tribes to better understand the anticipated permitting and regulatory requirements for the project. This work will include the following:

- Initiate consultation with the WDFW, the U.S. Army Corps of Engineers (USACE), the National Marine Fisheries Service (NMFS), the U.S. Fish and Wildlife Service (USFWS), the Yakama Nation, and the Confederated Tribes of the Colville Reservation (Colville Tribe). All of these entities are familiar with the project.
- Schedule a site visit with key representatives from WDFW, USACE, NMFS, USFWS, the Yakama Nation, and the Colville Tribe to discuss the potential improvements at each potential pump exchange site, potential environmental impacts, and likely permitting requirements.
- Provide a short memorandum summarizing the consultation with the regulatory agencies and tribes, likely permitting requirements, and any permitting fatal flaws.

The intent of the consultation will be to discuss potential environmental impacts, confirm likely permitting requirements, and understand whether there are likely to be impacts that would make the project too challenging to implement (i.e., "permitting fatal flaws").

#### **Task 1-3 Deliverables:**

- Meeting notes and site photographs (PDF format)

### **Task 1-4: Confirmation of Preferred Pump Exchange Alternative**

As part of this task, Anchor QEA will work with CCNRD and IPID to finalize the selection of preferred pump exchange facility locations, confirm the preferred pump exchange alternative and a backup alternative, and prepare a final set of revised conceptual plans and sections that define the preferred project alternative by completing the following:

- Prepare a final written description of the preferred and backup alternatives. The alternative description will be refined from the initial alternative descriptions that most closely reflect the preferred and backup alternative prepared as part of Task 1-1 and will incorporate feedback collected as part of Tasks 1-2 and 1-3.
- Prepare a final preferred alternative map showing the parcels that would be served by the pump exchange facilities included and the anticipated resulting late-summer flow rates in the IPID Delivery System. The preferred alternative map will be refined from the initial alternative description that most closely reflects the preferred alternative prepared as part of Task 1-1 and will reflect feedback collected as part of Tasks 1-2 and 1-3.
- Prepare and/or revise conceptual site plans, profiles, and sections for pump exchange facilities that constitute the preferred alternative. This scope of work assumes that the preferred alternative will include pump exchange facilities at two locations, including one of the three locations being considered near Dryden or Stine Hill and the location that has been identified near the Cashmere WWTP.

The revised alternative description, alternative map, and conceptual site plans, profiles, and sections for pump exchange facilities included in the preferred alternative will be used to confirm the project concept with IPID, CCNRD, and other key stakeholders prior to proceeding with preliminary design.

#### **Task 1-4 Deliverables:**

- Final Alternative Description and Map for Preferred Alternative (PDF format)
- Revised Conceptual Drawings for Preferred Alternative (PDF format)

#### **Task 1-5: Phase 1 Project Management**

This task includes the following needed to manage the Phase 1 work:

- Virtual coordination
  - Meet virtually with CCNRD, IPID, and other key stakeholders (as needed) on a regular (at least twice a month) basis to coordinate the work.
- Project management, communication, and invoicing
  - Prepare a project communication plan and submit the plan to CCNRD and IPID for review and approval. Implement the project communication plan.
  - Prepare and maintain a project schedule showing milestones and completed tasks.
  - Provide a SharePoint site or similar file sharing site for sharing key project information and project deliverables with CCNRD, IPID, and other key stakeholders.
  - Coordinate the work of Anchor QEA staff and Anchor QEA's subconsultants.
  - Manage the project scope, schedule, and budget.
  - Prepare monthly invoices, each with a cover letter summarizing progress on the project.

#### **Task 1-5 Deliverables**

- Meeting notes (PDF format)
- Monthly invoices and project progress summaries (PDF format)

### **Phase 2 – Preliminary (30% Complete) Design**

The goal of Phase 2 will be to develop the design of the project to the level of detail needed to initiate environmental permit review of the project. Phase 2 will include the following work:

## Task 2-1: Supplemental Site Investigations

Anchor QEA will complete the following supplemental site investigations needed to provide information that will be used as a basis for design of proposed pump exchange facilities:

### *Subtask 2-1.1: Topographic Survey*

Anchor QEA will coordinate with a licensed surveyor to collect additional topographic survey data to supplement the data that was collected during the Feasibility Study. The data collected during the Feasibility Study included topographic surveys along the anticipated alignments of pump exchange facilities at the Stine Hill Spill and upstream of the Cashmere WWTP. Additional data will be collected for the preferred pump exchange project. Because the preferred pump exchange project is yet to be defined, this task assumes that the additional data collected will include the following:

- Complete a topographic survey of the preferred pump exchange facility location at Dryden or Stine Hill. The revised pump exchange facility location at Dryden or Stine Hill is anticipated to be different than what was evaluated as part of the Feasibility Study. The topographic survey will include survey of the pump station site, the discharge pipeline alignment, and the canal at the discharge location.
- Review topographic survey data collected at the Cashmere WWTP/IID Division 3B site and identify supplemental data needed to support the design of facilities at that site.
- Collect supplemental topographic data for Cashmere WWTP/IID Division 3B site. The data will likely include additional survey data needed to expand the topographic basemap to cover the entire pump station site, the discharge pipeline alignment, and the IID Division 3B Canal at the upstream end of the discharge pipeline alignment.
- Collect topographic survey of the IPID canal system and nearby areas along pipeline alignments for pipelines that will replace or connect existing segments of the IPID canal system. The alignments of these pipelines will be verified with IPID prior to completing the topographic survey field work.
- Locate and map parcel boundaries for parcels that will be impacted by the project.

### *Subtask 2-1.2: Refined Seepage and Loss Evaluation of IPID Canal System*

Anchor QEA will work with IPID to measure and confirm seepage and losses in IPID's canal system, so that a more accurate water balance can be developed to support sizing of the pump exchange facilities. Prior work completed for the *IPID Comprehensive Water Conservation Plan* and the Feasibility Study included evaluation of system losses. However, a more thorough evaluation is needed to confirm that pump exchange facilities have been sized appropriately to meet irrigation needs. As part of this task, Anchor QEA will complete the following:

- Meet virtually with IPID via WebEx to discuss potential seepage measurements and identify segments of canal to measure that are representative of losses that occur in different types of conveyance facilities.
- Develop a work plan that includes a map showing anticipated measurement locations and describes methods for measurement. Review the work plan with IPID and CCNRD.
- Complete flow measurements in the IPID canal system during a 4-day period or install equipment need to monitor flows in the canal system during the 2024 irrigation season as outlined in the work plan.
- Use the results to refine seepage and loss estimates used in the water balance model to estimate flow rates that need to be supplied by pump exchange facilities.
- Prepare a memorandum outlining the results of the seepage and loss evaluation.

The method of flow measurement, measurement locations, and other variables needed to verify seepage loss rates used to size pump exchange facilities will all be included in the work plan for this task and reviewed with IPID and CCNRD prior to completing any field work.

#### *Subtask 2-1.3: Hydraulic Investigation and Flow Measurements in Wenatchee River*

This task will include additional monitoring of flows and ADCP measurements in the Wenatchee River to understand the range of conditions that can be expected in the river at proposed pump exchange facility locations. As part of this task, Anchor QEA will complete the following work:

- Furnish and install transducers to monitor water levels in the Wenatchee River at proposed pump exchange intake facility locations through the late summer and early fall 2024.
- Run additional ADCP measurements to further characterize river conditions, flow rates, and depths at each proposed pump exchange intake facility location.
- Based on the data collected, develop an updated, refined rating curve that represents the relationship between the water depth, water surface elevation, and flow rate in the river at each pump exchange facility location.
- Prepare a memorandum outlining the results of the flow measurements, monitoring, and rating curves at each pump station location.

#### *Subtask 2-1.4: Cultural Resources Survey*

Anchor QEA will review the proposed pump exchange facilities to determine the potential for finding cultural resources within areas disturbed by the project and to inform adjustments to the design that may be needed to avoid or address cultural resource findings. This work will include the following:

- Prepare an inadvertent discovery plan (IDP) to guide work completed during design and construction that will require disturbance of site soils and potential for discovery of cultural resources. The IDP will meet Washington Department of Archaeology and Historic Preservation requirements.
- Complete research to determine what pertinent cultural resources information is in the publicly available databases.
- Perform a cultural resources survey of each pump exchange facility site, covering all areas that will be disturbed by other site investigations or by construction of the project.
- Coordinate the cultural resources survey with the geotechnical investigations and engineering design work.
- Prepare a cultural resources report to summarize the research, cultural resources survey results, and recommendations for compliance with Section 106 of the National Historic Preservation Act.

#### *Subtask 2-1.5: Geotechnical Investigations*

Anchor QEA and our geotechnical engineering subconsultant will complete a detailed geotechnical site investigation to inform the design of pump exchange facilities at each site. The geotechnical site investigation will include the following:

- **Site visit:** Complete a site visit to review geologic conditions at each site and identify locations for the borings and test pits to be completed.
- **Geotechnical site investigation plan:** Develop a geotechnical site investigation plan that includes a map of each pump exchange facility site with proposed locations for the borings and test pits proposed to be completed at each site.

- **Borings and test pits:** Complete a detailed geotechnical exploration for each pump exchange location, including the following:
  - Borings: Complete up to two borings at the location of each intake and pumping facility. The borings will be completed to depths of at least 30 feet or extend at least 10 feet below the bottom of each proposed facility.
  - Test pits: Complete up to five test pits along the pipeline alignment, including one near the discharge side of the pump station and one near the delivery structure on the canal. Test pits will be completed with a standard tracked excavator to the maximum depth that can be achieved with the excavator based on the soil conditions at the site.
- **Soils testing and characterization:** Deliver samples from borings and test pits to a geotechnical testing laboratory for analysis. Characterize soils and develop soil logs based on laboratory test results and field observations.
- **Geotechnical engineering analyses:** Complete slope stability analyses, evaluations of depth to bedrock, and other geotechnical engineering analyses needed to support design of pump exchange facilities.
- **Preliminary geotechnical engineering report:** Prepare a preliminary geotechnical engineering report for the project that summarizes geotechnical site investigations, data collected, observations, soil logs and characterization, test reports, evaluation of test results, geotechnical engineering analyses, and recommendations for additional geotechnical investigations and preliminary design.

#### *Subtask 2-1.6: Wetland and Ordinary High Water Mark Delineation*

Anchor QEA's wetland scientists will review the site to identify wetlands and mark the ordinary high water mark (OHWM) to inform the design and permitting of the pump exchange project, as follows:

- Perform desktop research to identify wetlands mapped in the national wetland inventory that are within or near the proposed pump exchange project site.
- Complete a wetland field investigation and delineation of each pump exchange facility site, including all areas that are anticipated to be impacted by the proposed project.
- Review and locate the OHWM along each waterbody within or near the proposed pump exchange project site.
- Prepare a Wetlands and Waters of the United States delineation report.

#### *Subtask 2-1.7: Utility Location*

Anchor QEA will coordinate with local utility owners, the One-Call Center, and the topographic surveyor (Subtask 2-1.1) to verify, where possible, the locations of existing utilities that may conflict with pump exchange facilities, as follows:

- Contact the utility One-Call Center to request utility markings prior to completion of the topographic survey and geotechnical site investigations.
- Contract a utility locating service to locate and mark utilities on private properties that are not covered by One-Call Center utility markings.
- To the extent possible, verify the presence of utilities located at each pump exchange site reviewing observed locations of existing utilities and by surveying the locations of markings provided by the utility One-call Center and as marked by the private utility locator.
- Contact utility owners to request mapping to further confirm the presence and locations of existing utilities.

- Where existing utilities might be in conflict with proposed pump exchange facilities, contract with a utility locating company to pothole and verify the location and depth of those utilities.

### **Task 2-1 Deliverables**

- Topographic survey basemap (AutoCAD and PDF format)
- IPID canal seepage and loss evaluation memorandum (PDF format)
- Hydrology and hydraulics memorandum (PDF format)
- Cultural resources inadvertent discovery plan (PDF format)
- Cultural resources report (PDF format)
- Preliminary geotechnical engineering report (PDF format)
- Wetlands and Waters of the United States delineation report (PDF format)
- Utility potholing report (PDF format)

### **Task 2-2: Power Supply Coordination**

Prior to developing preliminary design drawings and related design documents, Anchor QEA will review the project with the Chelan Public Utility District (PUD), who has been identified as one of the key project stakeholders, to determine power requirements, as follows:

- Visit each pump exchange facility site with Chelan PUD to discuss the project, anticipated pumping power requirements, and feasibility for extending 3-phase power to each site.
- Based on the initial site visit and the anticipated feasibility of extending 3-phase power to each site, submit a Chelan PUD service application to initiate formal consultation, if required by Chelan PUD, to determine the extent and scope of extending 3-phase power to each site.
- Work with Chelan PUD to determine the work and costs that would be associated with extending 3-phase power to the site.
- Identify any feasibility issues related to supply of power for pumping at the preferred pump exchange facility sites.

### **Task 2-2 Deliverables**

- Site visit notes (PDF format)
- Service application and correspondence with Chelan PUD (PDF format)

### **Task 2-3: Fatal Flaw Review**

Based on the additional understanding and information collected as part of the completion of Tasks 1-1 and 1-2, Anchor QEA will prepare a short memorandum that includes the following:

- A description of the conclusions about project feasibility from the Feasibility Study and from the additional work completed to confirm the pump exchange facility locations and define the preferred alternative (Phase 1 work).
- A description of new information and understanding gained through completion of Phase 1 and Tasks 2-1 and 2-2 of Phase 2. The description will focus on information that impacts or informs project feasibility.
- A determination of whether any of the impacts identified through completion of Phase 1 and Tasks 2-1 and 2-2 of Phase 2 represent a fatal flaw that would prevent the preferred alternative from moving forward through design and implementation.

- Recommendations for addressing any fatal flaws or adjusting the design to incorporate elements that are not fatally flawed.

### Task 2-3 Deliverables

- Fatal flaw review summary memorandum (PDF format)

### Task 2-4: Preliminary Design Analyses

This task includes the refined engineering analyses needed to support preliminary design of the project. Most of these analyses were initiated as part of the Feasibility Study but will need to be refined to support preliminary design. As part of this task, Anchor QEA will complete the following:

#### *Subtask 2-4.1: Design Flow Analysis*

Anchor QEA will use the updated seepage and loss estimates from Subtask 2-1.2 to refine design flow estimates using the water balance model that was developed for the *IPID Water Conservation Plan*. This will include the following work:

- Refine the detailed water balance evaluation based on updated seepage and loss estimates (Subtask 2-1.2) to estimate design flows and potential benefits to instream flows.
- Confirm design flow rates with IPID.

#### *Subtask 2-4.2: Hydraulic Analyses*

Anchor QEA will evaluate the hydraulics of each pump exchange system, starting with an evaluation of hydraulic conditions at the intake on the Wenatchee River. A hydraulic analysis will also be completed to refine the sizing of pumps, pipelines, and other facilities. This work will be completed as follows:

- Refine hydraulic analyses initiated as part of the Feasibility Study to evaluate river conditions at each intake location, as follows:
  - Refine or develop a HEC-RAS model for each site to evaluate anticipated conditions in the river for the range of flow conditions anticipated at the site and defined in the hydrology and hydraulics memorandum developed as part of Task 2-1.
  - The analysis will incorporate updated ADCP measurements and flow measurements taken at these locations.
  - The model will be calibrated against observed conditions.
  - The model will be used to determine velocities, flow depths, and other conditions for the range of flow conditions anticipated at the site.
- Refine hydraulic analyses initiated as part of the Feasibility Study to size pumps, pipelines, and other pump exchange facilities for each site, as follows:
  - Update the system curve spreadsheet calculation with updated design flow rates and other design information to size pumps and discharge pipelines.
  - Update hydraulic analysis spreadsheets used to size other pipelines needed to convey water between existing canals.

#### *Subtask 2-4.3: Fish Screen Selection*

Limited effort was made during the Feasibility Study to identify and size the fish screens needed to screen the intakes to pump exchange facilities, in accordance with NMFS and WDFW guidelines. The following will be completed to refine the sizing and selection of fish screens for the pump exchange project:

- Perform sizing calculations to estimate the approximate size and configuration of fish screen required at each pump exchange intake.
- Prepare a matrix comparing and contrasting potential fish screen options.
- Review potential fish screening options with IPID, CCNRD, and WDFW to identify screens that would meet NMFS and WDFW guidelines at each intake facility and select a screen type of each pump exchange intake.
- Initiate consultation with potential fish screen manufacturers.
- Confirm selection and sizing of the fish screen with input from IPID and potential fish screen manufacturers.

#### *Subtask 2-4.4: Pump Selection*

The Feasibility Study assumes that pumps installed at each pump exchange facility would be vertical turbine pumps. However, limited effort was made during the Feasibility Study to evaluate different pumping options and select a preferred pump. The following will be completed as part of this step:

- Schedule a virtual meeting with IPID to discuss pumping options and define the intended number, function, and operation of the pumps.
- Coordinate with two or more pump suppliers to get recommendations for pumps needed to deliver the range of flows specified for each pump station.
- Review pump curves, pump operation, and supplier recommendations with IPID in enough detail to select the appropriate number, type, and size of pumps for each pump station.

#### **Task 2-4 Deliverables**

- Refined water balance (MS Excel and PDF format)
- Refined hydraulic analysis results (PDF format)
- Fish screen comparison matrix (PDF format)
- Pump curves and recommendations (PDF format)

#### **Task 2-5: Preliminary (30% Complete) Design**

This task will include development of preliminary design documents for the project based on information developed in Tasks 2-1 through 2-4. The preliminary design will primarily include civil engineering design for key facilities (intake and pumping facilities, delivery pipeline, delivery structure at the canal, and pipelines needed to replace or connect segments of the IPID canal system). The preliminary design will be reviewed with our structural engineering subconsultant to ensure that the intake structures, pump station wet wells, pump station buildings, and delivery structures show dimensions that are feasible and accurate. The preliminary design will also be reviewed with our electrical and mechanical engineering subconsultants to ensure that the pump exchange facilities are configured to accommodate electrical, control, heating, and ventilation systems. However, structural design details, electrical engineering schematics and drawings, and mechanical engineering drawings will not be incorporated until the 60% design stage. Preliminary design will include preparation of the following:

##### *Subtask 2-5.1: Preliminary Basis of Design Report*

Anchor QEA will prepare a Preliminary Basis of Design Report summarizing the findings of Tasks 2-1 through 2-4. The report will provide an overview of the preliminary design of the proposed pump exchange facilities and will incorporate the memorandums, information, and deliverables developed as part of Tasks 2-1 through 2-4. A draft of the Preliminary Basis of Design Report will be provided

to CCNRD, IPID, and other key stakeholders for review. Anchor QEA will then incorporate comments received into a final Preliminary Basis of Design Report.

#### *Subtask 2-5.2: Preliminary Design Drawings*

Anchor QEA will prepare preliminary design drawings for the proposed pump exchange facilities. Drawings will be prepared using a basemap developed from the topographic survey in AutoCAD Civil 3D format. It is anticipated that the preliminary design drawings will include the following:

- For each pump exchange facility:
  - Cover sheet
  - General notes, legends, and abbreviations
  - Existing conditions plan
  - Temporary access and staging plan
  - Demolition plan
  - Overall plan
  - Intake and pump station: preliminary site plan
  - Intake and pump station: preliminary equipment plan
  - Intake and pump station: preliminary sections
  - Discharge pipeline: plan and profile (multiple sheets at 1 inch equals 40 feet scale)
  - Delivery structure: preliminary site plan
  - Delivery structure: preliminary detailed plan
  - Delivery structure: preliminary sections
- For irrigation pipelines included in the preferred alternative:
  - Plan and profile (multiple sheets at 1 inch equals 40 feet scale)

The preliminary design drawings will be submitted for review as half-size (11x17 inches) drawings with the Preliminary Basis of Design Report as an appendix to that report.

#### *Subtask 2-5.3: Preliminary Opinion of Probable Costs*

An opinion of probable construction costs will be prepared to reflect the preliminary design. The opinion of probable costs will include the cost to furnish and construct the items shown in the preliminary design drawings. A 25% contingency will be included to reflect things that will not be well defined or known at the preliminary design stage. Taxes will also be included.

Anchor QEA will also complete an analysis of long-term operating and maintenance costs and replacement costs. These costs will be based on Chelan PUD Pumping Power Rate Schedule No.5, unless otherwise indicated by Chelan PUD. Assumptions for operations and maintenance (O&M) will be reviewed with IPID. These costs will be summarized in the Preliminary Basis of Design Report.

#### *Subtask 2-5.4: Presentation*

Following completion of the draft Preliminary Basis of Design Report, Anchor QEA will present the preliminary design to IPID, CCNRD, and the Icicle Work Group at one of the regular meetings of the Icicle Work Group.

### *Subtask 2-5.5: Preliminary Design Review*

Following presentation of the preliminary design and review of the Preliminary Basis of Design Report, drawings, and other deliverables by CCNRD, IPID, and other key stakeholders, Anchor QEA will schedule and participate in an in-person meeting with CCNRD and IPID to discuss comments and determine how those comments will affect the detailed design of the pump exchange facilities.

### *Task 2-5 Deliverables*

- Draft and final Preliminary Basis of Design Report (PDF format)
- Preliminary design drawings (PDF format, submitted as appendix to report)
- Preliminary opinions of probable cost (PDF format, submitted with report)
- Preliminary design presentations (MS PowerPoint and PDF format)
- Meeting notes (PDF format)

### **Task 2-6: Phase 2 Project Management**

This task includes the following needed to manage the Phase 2 work:

- Virtual coordination
  - Meet virtually with the CCNRD, IPID, and other key stakeholders on a regular (at least twice a month) basis to coordinate the work.
- In-person meetings
  - Participate in up to four additional in-person project meetings, in addition to the design review meetings identified in other tasks, to coordinate the Phase 2 – Preliminary Design work with CCNRD, IPID, and other key stakeholders.
- Public outreach and meetings
  - Present the design to the public during a public meeting to be scheduled and facilitated by CCNRD at the completion of preliminary design.
  - Collect and review public comments.
  - Participate in targeted public outreach meetings with individuals or property owners that will be impacted by the project. This includes up to four meetings with individual property owners, during Phase 2 – Preliminary (30% Complete) Design. These meetings will be scheduled with other meetings to limit travel time.
- Project management, communication, and invoicing
  - Continue to implement the project communication plan prepared as part of Phase 1.
  - Continue to update and maintain the project schedule prepared as part of Phase 1.
  - Continue to maintain the SharePoint site or similar file sharing site for sharing key project information and project deliverables with CCNRD, IPID, and other key stakeholders.
  - Coordinate the work of Anchor QEA staff and Anchor QEA's subconsultants.
  - Manage the project scope, schedule, and budget.
  - Prepare monthly invoices, each with a cover letter summarizing progress on the project.

## Task 2-6 Deliverables

- Meeting notes (PDF format)
- Public Presentation (MS PowerPoint and PDF format)
- Monthly invoices and project progress summaries (PDF format)

## Phase 3 – Detailed Design and Permitting

The following includes an outline for tasks that would be completed as part of Phase 3 – Detailed Design and Permitting. As noted previously, this outline assumes that the scope of work for Phase 3 – Detailed Design and Permitting will be updated with additional detail at the completion of the Phase 2 – Preliminary (30% Complete) Design work to reflect the outcome of that work. The goal of Phase 3 will be to complete design documents and permit the project so that the project can be constructed. The Phase 3 scope of work, as currently envisioned, would include the following work:

### Task 3-1: Phase 3 Site Investigations

This task includes review of data gathered during Phase 2, identification of any supplemental field data needed to support detailed design, and completion of additional site investigations to collect the data identified. The work will include the following:

#### *Subtask 3-1.1: Additional Topographic Survey*

- Identify additional topographic survey data needed to supplement the Phase 2 survey of the pump exchange facility locations and provide complete basemaps of existing conditions that include all the information need to support detailed design of these facilities.
- Collect the additional topographic survey data identified.

#### *Subtask 3-1.2: Flow Monitoring in Wenatchee River*

- Use transducers installed during Phase 2 to continue to monitor water levels in the Wenatchee River at proposed pump exchange intake facility locations through 2025.

#### *Subtask 3-1.3: Additional Geotechnical Investigations*

- **Phase 3 geotechnical site investigation plan:**
  - Identify additional geotechnical data needed to supplement the geotechnical engineering report and validate design recommendations to support detailed design.
  - Develop a geotechnical site investigation plan that includes a map of each pump exchange facility site with proposed locations for the additional borings and test pits proposed to be completed at each site. The geotechnical site investigation plan will include a brief written description of the work to be completed.
- **Borings and test pits:** Complete additional borings, test pits, or other site work identified that is needed to support detailed design.
- **Soils testing and characterization:** Deliver samples from borings and test pits to a geotechnical testing laboratory for analysis. Characterize soils and develop soil logs based on laboratory test results and field observations.
- **Geotechnical engineering analyses:** Refine slope stability analyses, evaluations of depth to bedrock, and other geotechnical engineering analyses based on the new information.
- **Final geotechnical engineering report:** Update the geotechnical engineering report for the project based on the new information. Refine the recommendations included in the report.

### Task 3-1 Deliverables

- Updated topographic survey basemap (AutoCAD and PDF format)
- Final geotechnical engineering report (PDF format)

### Task 3-2: Detailed Design

This task includes development of detailed design documents for the project. Detailed design documents will be submitted at two stages (60% complete and 90% complete) before finalizing the design documents for construction.

#### *Subtask 3-2.1: 60% Design*

- Respond in writing to comments provided by the CCNRD and IPID following review of the preliminary design.
- Prepare 60% design drawings for the proposed pump exchange facilities.
- Prepare an outline of the technical specifications for the proposed pump exchange facilities based on the 60% design.
- Prepare an opinion of probable construction costs.
- Prepare an opinion of the probable long-term operating, maintenance, and replacement costs that reflect the 60% design.
- Meet with the CCNRD and IPID following review of the 60% design deliverables to discuss comments and determine how those comments will be incorporated into the final design.

#### *Subtask 3-2.2: 90% Design*

- Respond in writing to comments provided by CCNRD and IPID following review of the 60% design.
- Prepare 90% design drawings for the proposed pump exchange facilities.
- Prepare draft technical specifications for the proposed pump exchange facilities based on the 90% design.
- Prepare an opinion of probable construction costs.
- Prepare an opinion of the probable long-term operating, maintenance, and replacement costs that reflect the 90% design.
- Prepare a draft Final Basis of Design Report starting from the Preliminary Basis of Design Report and updating the information to reflect development through the 90% design.
- Meet with the CCNRD and IPID following review of the 90% design deliverables to discuss comments and determine how those comments will be incorporated into the final design.

#### *Subtask 3-2.3: Final Design*

- Respond in writing to comments provided by CCNRD and IPID following review of the 90% design.
- Prepare final design drawings for the proposed pump exchange facilities.
- Prepare final technical specifications for the proposed pump exchange facilities based on the final design.
- Prepare a final opinion of probable construction costs.

- Prepare a final opinion of the probable long-term operating, maintenance, and replacement costs.
- Prepare a Final Basis of Design Report.

#### *Subtask 3-2.4: Constructability and Quality Assurance Reviews*

- Meet with the CCNRD, IPID, and other key stakeholders during a half-day work session prior to 60% design to brainstorm potential ways to improve and optimize the value and constructability of the project through the detailed design. The meeting will involve Anchor QEA's Principal Engineer, Principal Construction Manager, and Project Engineer; Anchor QEA's cost estimating subconsultant; and other key members of the consultant design team.
- Meet with CCNRD and IPID at completion of the 60% design to discuss project implementation. Identify who the Contracting Agency will be and what roles key CCNRD, IPID, and other key stakeholders will fill during construction.
- Complete a constructability review by Anchor QEA's Principal Construction Manager at the 60%, 90%, and final design iterations.
- Complete Quality Assurance Reviews according to Anchor QEA's Quality Assurance/Quality Control Program at each stage of design.

#### *Subtask 3-2.5: Preparation of Final Bid Packages*

- Coordinate with the Contracting Agency, IPID, and other key stakeholders to develop bidding and contracting documents for the project.
- Compile draft bid packages that include bidding documents, a construction contract, final technical specifications, final design drawings, permits, and other supporting documentation.
- Incorporate comments on the draft bid packages into final bid packages.
- The final bid packages will be stamped and signed by Anchor QEA's Principal Engineer and will be ready for bidding and construction.

#### *Task 3-2 Deliverables*

- 60% design drawings (PDF format)
- 60% specifications outline (PDF format)
- 60% opinions of probable cost (PDF format)
- 90% design drawings (PDF format)
- 90% specifications outline (PDF format)
- 90% opinions of probable cost (PDF format)
- Final design drawings (AutoCAD and PDF format)
- Final specifications outline (PDF format)
- Final opinions of probable cost (PDF format)
- Draft and final bid package(s)
- Draft and Final Basis of Design Report (PDF format)
- Meeting notes (PDF format)

### Task 3-3: Permitting

This task includes coordination with the regulatory agencies and completion of permit applications and supporting documents needed to secure permits for the project.

#### *Subtask 3-3.1: Agency Coordination*

- Reach out to key regulatory agency personnel to inform them about the project and confirm anticipated permitting requirements. In most cases, the consultation will have been initiated prior to Phase 3, but this step will formally initiate the regulatory review process with each of the agencies.
- Schedule a pre-planning meeting with key regulatory agency personnel to formally initiate project permitting.
- Conduct coordination with regulatory personnel early in the design phase of the project.
- Identify the State Environmental Policy Act (SEPA) lead agency for the project.
- Complete a SEPA checklist review and submit the checklist to the SEPA lead agency for review and SEPA determination.
- If a determination of significance is made and the project requires a SEPA Environmental Impact Statement or other project-specific environmental review documentation, that would be prepared under a separate scope of work or as an amendment to this scope of work.
- Coordinate with the regulatory agencies throughout the design process and conduct a pre-application meeting prior to submitting permit applications.
- Coordinate responses to comments from regulatory agencies, as needed to secure permits.

#### *Subtask 3-3.2: Preparation of Permit Applications*

- Prepare permit applications for the project. A list of permits that would likely be required for the project were identified in the Feasibility Study.
- Prepare supporting documents, including a project description, permit drawings, maps, reports, calculations, and other information.

### Task 3-3 Deliverables

- Meeting notes (PDF format)
- SEPA checklist (PDF format)
- Permit applications (PDF format)
- Permit (Joint Aquatic Resources Permit Application format) drawings (PDF format)

### Task 3-4: O&M Analysis

#### *Subtask 3-4.1: Define O&M Needs*

- Prepare a table summarizing likely O&M needs including a schedule and frequency for performing O&M tasks.
- Prepare a short memorandum outlining anticipated system operation including a schedule for start-up, shutdown, and operation controls. Submit the draft memorandum to CCNRD, IPID, and other key stakeholders for review.
- Meet with CCNRD and IPID to discuss O&M needs, costs, options, roles, and responsibilities.

#### *Subtask 3-4.2: Prepare O&M Plan*

- Incorporate feedback on the memorandum from Subtask 2-4.1 into a detailed O&M Plan outlining system operations; O&M tasks, schedule, and frequency; O&M roles and responsibilities; and anticipated long-term operating costs.
- Submit a draft O&M Plan to CCNRD, IPID, and other key stakeholders for review.
- Incorporate feedback from CCNRD, IPID, and other key stakeholders into a final O&M Plan.

#### **Task 3-4 Deliverables**

- O&M memorandum with summary table (PDF format)
- Draft and final O&M plan (PDF format)

#### **Task 3-5: Phase 3 Project Management**

This task includes the following needed to manage the Phase 3 work:

- Virtual coordination
  - Meet virtually with CCNRD, IPID, and other key stakeholders (as needed) on a regular (at least twice a month) basis to coordinate the work.
- In-person meetings
  - Participate in up to four additional in-person project meetings, in addition to the design review meetings identified in other tasks, to coordinate the project with CCNRD, IPID, and other key stakeholders (as needed).
- Public outreach and meetings
  - Present the design to the public during a public meeting to be scheduled and facilitated by CCNRD at the completion of the 60% design.
  - Collect and review public comments.
  - Participate in targeted public outreach meetings with individuals or property owners that will be impacted by the project. This includes up to four additional meetings with individual property owners during Phase 3 – Detailed Design and Permitting.
- Project management, communication, and invoicing
  - Continue to implement the project communication plan.
  - Continue to maintain a project schedule.
  - Coordinate the work of Anchor QEA staff and Anchor QEA's subconsultants.
  - Manage the project scope, schedule, and budget.
  - Prepare monthly invoices, each with a cover letter summarizing progress on the project.

#### **Task 3-5 Deliverables**

- Meeting notes (PDF format)
- Presentations (MS PowerPoint and PDF format)
- Monthly invoices and project progress summaries (PDF format)

### 3. Assumptions

The Phase 1 scope of work and budget reflects the following assumptions:

- The pump exchange facilities that will serve the Icicle Division 3B Canal area will be located where they are shown in the conceptual design drawings prepared for the Feasibility Study, upstream of the Cashmere WWTP near Cashmere, Washington.
- The pump exchange facilities that will serve the Peshastin Canal and potentially portions of the Icicle Division 3A Canal area will be located at one of the following locations:
  - On the right bank of the Wenatchee River, upstream of the Dryden Dam
  - On the right bank of the Wenatchee River, along Stine Hill Road near the Highway 2 Bridge East of Dryden
  - On the left bank of the Wenatchee River, across from the WDFW Fox Miller Public Shoreline Access off of Stine Hill Road
- Anchor QEA's project manager will participate in meetings with impacted property owners. In-person meetings with impacted property owners will be consolidated into a 2-day period.
- Anchor QEA's project manager and environmental planner will participate in one site visit and in-person meeting with the regulatory agencies and tribes to discuss the project and identify likely impacts and permitting requirements.
- In-person meetings will take place near the project site in Cashmere, Washington.

The Phase 2 scope of work and budget reflects the following assumptions:

- Site investigations, analyses, and preliminary design work will only be completed for a single, preferred pump exchange project alternative. The preferred alternative will be well-defined at the completion of the Phase 1 – Confirmation of Pump Exchange Locations and Preferred Alternative work.
- The preferred pump exchange configuration will include one pump exchange system that delivers water from the Wenatchee River to the Peshastin Canal (and potentially the Icicle Division 3A Canal) near Dryden or near IPID's Stine Hill Spill and one pump exchange system that delivers water from the Wenatchee River to the Icicle Division 3B Canal near the Cashmere WWTP.
- CCNRD and IPID will coordinate access to private properties for site investigations.
- At least one person from IPID's staff or from CCNRD will be available to assist one Anchor QEA engineer with measurements needed to complete a seepage and loss evaluation.
- Flow monitoring equipment will be installed at the preferred pump exchange locations in the Wenatchee River in the spring or early summer 2024.
- Alignments of pipelines that will replace or connect existing segments of the IPID canal system will be verified during Phase 3. Topographic survey for these segments of pipeline will be completed in Phase 3 prior to developing the designs to the 60% complete level.
- Power supply will be available from Chelan PUD.
- Preliminary design drawings will be developed to the level of detail needed to initiate environmental permit review.
- Design drawings will be prepared using Anchor QEA's AutoCAD standards.
- Opinions of cost will include a 25% overall contingency at preliminary design.
- In-person meetings will take place near the project site in Cashmere, Washington.

The Phase 3 scope of work and budget reflects the following assumptions:

- The scope of work for Phase 3 – Detailed Design and Permitting will be reviewed and updated with additional detail at the completion of the Phase 2 – Preliminary (30% Complete) Design work to reflect the outcome of that work and the anticipated path through environmental review and permitting. A budget for Phase 3 will be provided at that time.
- CCNRD and IPID will coordinate access to private properties for site investigations.
- Power supply will be available from Chelan PUD.
- Design drawings will be prepared using Anchor QEA's AutoCAD standards.
- Specifications will be prepared using the most recent Construction Specifications Institute format.
- Opinions of cost will include a 15% overall contingency at 60% design, and a 10% construction contingency at 90% design. No contingency will be applied at final design, although a construction reserve may be included to ensure that sufficient funds are budgeted for construction.
- In-person meetings will take place near the project site in Cashmere, Washington.

## 4. Budget

Anchor QEA proposes to complete the work outlined for Phase 1 – Confirmation of Pump Exchange Locations and Preferred Alternative and Phase 2 – Preliminary (30% Complete) Design on a time and materials basis under an initial professional services agreement for a total price not to exceed \$829,200, without prior written approval from CCNRD. Anchor QEA's work will be completed in accordance with the approved professional services agreement between Anchor QEA and CCNRD, who will administer the funding from Reclamation on behalf of IPID. No budget for the Phase 3 – Detailed Design and Permitting scope of work is included at this time. Anchor QEA will prepare and submit a revised scope and a budget for Phase 3 after the project has been well defined (Phase 1) and the preliminary design is nearing completion (Phase 2). The Phase 3 work will be authorized via an amendment. The budgets for Phase 1 and Phase 2 are summarized in Table 1.

Reclamation has allocated \$404,500 of funding to CCNRD to complete work through FY 2024, which ends on September 30, 2024. The total budget summarized below for Phase 1 and Phase 2 exceeds the amount allocated. Anchor QEA understands that the budget used for work through September 30, 2024 cannot exceed \$404,500. Therefore, the initial budget authorized by Anchor QEA's professional services agreement with CCNRD for work through FY 2024 will be \$404,500. We understand that if the work completed through September 30, 2024 is less than \$404,500, that funding will carry over to FY 2025 and can still be used to complete the proposed work. We also anticipate that additional funding will be allocated by Reclamation at the beginning of FY 2025 in early October 2024. The budget available for this work will be augmented at that time to allow completion of the Phase 1 and Phase 2 work up to the total budget shown in Table 1. Anchor QEA will prioritize tasks that need to be completed during the spring and summer of 2024 up to, but not in excess of the budget allocated. This will include all of the Phase 1 work, some of the site investigations that need to be initiated in the spring or summer, power supply coordination, and preliminary design analysis and drawing coordination for the Cashmere WWTP/Division 3B pump exchange location, which we anticipate will be confirmed as a preferred pump exchange location prior to the Dryden/Stine Hill location.

**Table 1**  
**Proposed Budget**

<b>Task</b>	<b>Description</b>	<b>Anchor QEA Labor Hours</b>	<b>Anchor QEA Labor Costs</b>	<b>Subcontractor Costs</b>	<b>Other Costs</b>	<b>Total Costs</b>
<b>Phase 1 – Confirmation of Pump Exchange Locations and Preferred Alternative</b>						
1-1	Refined Definition of Potential Pump Exchange Facility Locations	44	\$11,028	\$0	\$272	\$11,300
1-2	Property Owner Outreach and Coordination	38	\$10,034	\$0	\$366	\$10,400
1-3	Initial Regulatory Agency and Tribal Coordination	50	\$10,740	\$0	\$260	\$11,000
1-4	Confirmation of Preferred Pump Exchange Alternative	120	\$27,080	\$0	\$420	\$27,500
1-5	Phase 1 Project Management	40	\$9,278	\$0	\$122	\$9,400
<b>Subtotal – Phase 1</b>		<b>292</b>	<b>\$68,160</b>	<b>\$0</b>	<b>\$1,440</b>	<b>\$69,600</b>
<b>Phase 2 – Preliminary (30% Complete) Design</b>						
2-1	Supplemental Site Investigations	298	\$67,562	\$325,600	\$5,838	\$399,000
2-2	Power Supply Coordination	30	\$8,220	\$5,500	\$1,580	\$15,300
2-3	Fatal Flaw Review	56	\$13,816	\$0	\$84	\$13,900
2-4	Preliminary Design Analysis	234	\$59,832	\$0	\$168	\$60,000
2-5	Preliminary (30% Complete) Design	820	\$189,160	\$26,400	\$3,440	\$219,000
2-6	Phase 2 Project Management	204	\$51,232	\$0	\$1,168	\$52,400
<b>Subtotal – Phase 2</b>		<b>1,642</b>	<b>\$389,822</b>	<b>\$357,500</b>	<b>\$12,278</b>	<b>\$759,600</b>
<b>Total – All Phases</b>		<b>1,934</b>	<b>\$457,982</b>	<b>\$357,500</b>	<b>\$13,718</b>	<b>\$829,200</b>
<b>Initial Budget Authorization (Through FY 2024)</b>						<b>\$404,500</b>
<b>Anticipated Future Budget Authorization for Phase 1 and Phase 2</b>						<b>\$424,700</b>

## 5. Schedule

Anchor QEA will work with CCNRD to complete the work on a schedule that will meet the needs of the project within the constraints set by the funding agreement between CCNRD and Reclamation. Table 2 outlines the anticipated schedule for the Phase 1 and Phase 2 work, based on the assumption that work will begin in March 2024. A more detailed schedule will be developed with input from IPID and CCNRD when the work is initiated.

**Table 2**  
**Anticipated Schedule**

<b>Task</b>	<b>Task or Milestone Description</b>	<b>Anticipated Timeline</b>
<b>Phase 1 – Confirmation of Pump Exchange Locations and Preferred Alternative</b>		<b>Mar 2024 – Jul 2024</b>
1-1	Refined Definition of Potential Pump Exchange Facility Locations	Mar 2024
1-2	Property Owner Outreach and Coordination	Mar 2024 – May 2024
1-3	Initial Regulatory Agency and Tribal Coordination	Apr 2024 – May 2024
1-4	Confirmation of Preferred Pump Exchange Alternative	May 2024 – Jul 2024
1-5	Phase 1 Project Management	Mar 2024 – Jul 2024
<b>Phase 2 – Preliminary (30% Complete) Design</b>		<b>Jul 2024 – Jul 2025</b>
2-1	Supplemental Site Investigations	Jul 2024 – Apr 2025
2-2	Power Supply Coordination	Jul 2024 – Jun 2025
2-3	Fatal Flaw Review	Mar 2025 – Apr 2025
2-4	Preliminary Design Analysis	Jul 2024 – Jun 2025
2-5	Preliminary (30% Complete) Design	Sep 2024 – Jul 2025
2-6	Phase 2 Project Management	Jul 2024 – Jul 2025

BOCC Agenda  
March 18, 2024

11:30 P.M. Economic Services Director

Ron Cridlebaugh

Discussion

1. Authorization to submit Homeless Housing Planning Grant
2. Contract Amendment with Women's Resource Center
3. Executive Session
4. Departmental update

Action

1. Authorization to submit Homeless Housing Planning Grant
2. Contract Amendment with Women's Resource Center



## CHELAN COUNTY ECONOMIC SERVICES

400 DOUGLAS STREET, SUITE #201 WENATCHEE, WA 98801

T: 509.667.6883 | F: 509.667.6599

# MEMO

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**TO:** Board of Commissioners  
**FROM:** Amber Hallberg, Housing Program Coordinator  
**DATE:** March 13, 2024  
**RE:** Women's Resource Center Budget Amendment

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### Background:

In June 2023, Women's Resource Center (WRC) was awarded \$160,000 for the biennium for their Rapid Re-Housing Contract. The contract states in their scope of work that they will "use more coordinated outreach to those who qualify for low-income housing and work to assist individuals experiencing homelessness find permanent housing." WRC applied for Diversion Funding from Washington State Commerce in November 2023 to expand on this program and start to use a bottom-up approach to the Coordinated Entry list. WRC wanted to do intentional outreach to see if people at the bottom of the list, who are likely to not receive services, could have their housing crisis solved with Diversion. WRC was not awarded the funding by Commerce.

### Proposed Budget Amendment and Purpose:

WRC has managed to house nearly all of their clients that have a Section 8 or Rapid Re-housing voucher, and are able to expand on the work that they are doing. After they were declined the State funding, they brought their proposal to Staff at Chelan County.

WRC identified that clients who are toward the bottom of the Coordinated Entry list will not be referred for services for an unforeseen amount of time if ever. The expansion of this program would allow for clients at the bottom of the list to receive quicker solutions or connect them to other necessary services in the interim.



## CHELAN COUNTY ECONOMIC SERVICES

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Staff is requesting WRC funding be amended to hire two full-time employees to make phone calls to clients at the bottom of the Coordinated Entry list and provide case management services to help clients get connected to services and benefits while they wait for a more permanent housing solution, or help them to identify a permanent solution to be removed from the list..

### **Budget Amendment:**

WRC has requested \$156,000 of Program Operations, \$11,000 of Administration, and \$30,000 of Direct Client Assistance Flexible Funding for a total of \$197,000. This would be funded in part by Local Document Recording Fees and the Emergency Housing Fund.



Economic Services Agenda 3/18/24  
**BOARD OF COMMISSIONERS**  
**CHELAN COUNTY**  
STATE OF WASHINGTON  
COUNTY ADMINISTRATION BUILDING  
400 DOUGLAS STREET, SUITE #201  
WENATCHEE, WA 98801  
PHONE (509) 667-6215 FAX (509) 667-6599

March, 12th, 2024

RE: Coordinating Low-Income Housing Planning Grant

To Department of Commerce:

I, Kevin Overbay, Chair of the Board of Chelan County Commissioner, authorize Chelan County to propose the attached scope of work and budget request for grant funding to coordinate local low-income housing planning efforts. We recognize this grant requires coordination between counties and cities and we have engaged and submit this application with the City of Wenatchee. We have also engaged and notified our emergency housing planning lead, Alan Walker, Executive Director, Chelan Douglas Community Action Council, of our intention to work with them on these grant activities.

We propose to use the grant funds to create and implement our 5-year Homeless Housing Strategic Plan and Comprehensive plan by hiring a strategic consultant. We commit to completing this work by June 15, 2025 and have the available resources and staff to support his work if we are awarded the grant funds.

Our proposed timeline for this work is included in the attached scope of work. We also understand that the GMA requires us to adopt policies and regulations to plan for and accommodate all housing needs. These policies and regulations, informed by this grant work, will be considered and adopted as part of our scheduled periodic review update to our comprehensive plan deadline.

Board of Chelan County Commissioners,

BOARD OF CHELAN COUNTY COMMISSIONERS

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KEVIN OVERBAY, CHAIRMAN

ATTEST

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Anabel Torres

Clerk of the Board

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TIFFANY GERING, COMMISSIONER

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SHON SMITH, COMMISSIONER

**AMENDMENT #1  
AGREEMENT BETWEEN CHELAN COUNTY  
AND  
THE WOMEN'S RESOURCE CENTER OF NCW  
FOR  
UTILIZATION OF CONSOLIDATED HOMELESS GRANT FUNDS AND LOCAL DOCUMENT RECORDING FEES**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between Chelan County (herein called the "County") and the Women's Resource Center of NCW (herein called the "Sub Grantee").

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

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

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

**II. AMENDMENT TO BUDGET**

Section II, Subsection A, of the agreement dated July 1<sup>st</sup>, 2023 is hereby amended as follows:

This contract has a start date for delivery of services to being on April 1st, 2024. In order to provide adequate level of services for the need in the community for the diversion, coordinated outreach efforts, and permanent housing search, this amendment increases the original contract to include \$124,800 in Program Operations and \$8,801 funded by the Emergency Housing Fund and \$2,199 Administration, \$31,200 Program Operations, and \$30,000 of Direct Assistance -Flexible Funding by Local Document Recording Fees.

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

<b>Consolidated Homeless Grant- CHG Standard</b>	<b>Budget Amount</b>
Rent	\$50,000
<b><i>SUBTOTAL</i></b>	<b><i>\$50,000</i></b>
<b>Consolidated Homeless Grant - Emergency Housing Fund</b>	<b>Budget Amount</b>
Program Operations	\$124,800
Administration	\$8,801
<b><i>SUBTOTAL</i></b>	<b><i>\$133,596</i></b>
<b>Consolidated Homeless Grant- Eviction Prevention</b>	<b>Budget Amount</b>
Administration	\$5,000
Program Operations	\$55,000
Rent	\$50,000
<b><i>SUBTOTAL</i></b>	<b><i>\$160,000</i></b>

**Economic Services Agenda 3/18/24**

July 1, 2023 – June 30, 2025 Homeless Grant Agreement: Women's Resource Center- Rapid Rehousing Project

Local Document Recording Fees	Budget Amount
Administration	\$2,199
Program Operations	\$31,200
Direct Assistance	\$30,000
<b><i>SUBTOTAL</i></b>	<b><i>\$63,399</i></b>
<b>TOTAL FUNDING ALLOCATION</b>	<b>\$357,000</b>

**III. INVOICING & PAYMENT**

- A. It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed **\$357,000**.
- B. Reimbursement requests for the payment of eligible expenses shall be made against the line item budgets specified in Section III herein and in accordance with performance.
- C. No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by the County.

**IV. ENTIRE AGREEMENT**

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

Date \_\_\_\_\_

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

[County]

[Sub Grantee]

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

By \_\_\_\_\_

Name \_\_\_\_\_

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

Title \_\_\_\_\_

Fed. I. D. # \_\_\_\_\_

CHELAN COUNTY COMMISSIONERS  
DEPARTMENT OF PUBLIC WORKS ISSUES

March 19, 2024

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

DISCUSSION ITEMS:

1. Contract for Herbicide Application on County Roads with Woodland Resource Services, Inc.
2. Contract with SCI Industrial Services, LLC for Dryden Transfer Station Push Pit Floor Repair, Solid Waste Project No. 834 (SW 834)
3. Open Item

ACTION ITEMS:

1. Approve Contract for Herbicide Application on County Roads with Woodland Resource Services, Inc.
2. Approve Contract with SCI Industrial Services, LLC for Dryden Transfer Station Push Pit Floor Repair, Solid Waste Project No. 834 (SW 834)

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

## **CONTRACT FOR MAINTENANCE SPRAYING ON COUNTY ROADSIDES**

**THIS CONTRACT** is entered into between Chelan County, Washington, whose address is 316 Washington Street, Suite 402, Wenatchee, Washington, 98801 and Woodland Resource Services Inc., whose address is 1063 Emerson Road, Ellensburg, WA 98926. The parties are collectively referred to herein as “parties”, and may be referred to separately as a “party”.

In consideration of the terms and conditions contained herein, and those additional documents incorporated and made part of this Contract, the Parties agree as follows:

### **ARTICLE 1: GENERAL PROVISIONS**

#### **1.1 Definitions:**

“Board of Commissioners” means the Board of County Commissioners for Chelan County, Washington.

“Contract” means the binding agreement for services for herbicide application in County rights of way, as memorialized and agreed to in this Contract for Maintenance Spraying on County Roadsides, the County’s Request for Proposals, the Contractor’s Proposal, addendums, schedules, exhibits, incorporated documents and terms, or any combination thereof.

“Contractor” means the person, firm or company awarded the Contract.

“County” means Chelan County, Washington.

“County Engineer” or “Engineer” means the Chelan County Engineer and includes his or her designee.

“Material” means herbicide and adjuvants used by the Contractor for right of way maintenance pursuant to this Contract.

“Program(s)” means the following pesticide application programs:

1. Residual Program along hard-surfaced County roads, commonly required to be performed annually, between February 15<sup>th</sup> to April 15<sup>th</sup> and/or October 15<sup>th</sup> to November 15<sup>th</sup>; and
2. Noxious Weed Control Program for spot treatments that may be necessary throughout the county rights of way to control specific noxious weeds and are commonly required to be performed annually, during mid-spring and summer; and
3. Foliar Roadside Treatment Program along hard surfaced County Roads, commonly required to be performed annually, between June 15<sup>th</sup> and August 15<sup>th</sup>.

“Right(s) of Way” is used herein to mean land owned in fee by Chelan County or an easement granted to the Public of Chelan County. It may include any surface of a street or road, drainage ditch or fill or cut slope within this area.

“Vegetation Control Technician” means a delegee of the County Engineer, authorized as the primary County contact for coordination and administration of this Contract as may be identified herein, or otherwise delegated by the County Engineer.

“Work” means the tasks and activities necessary for the performance of the Contractor to perform, as provided by the Contract.

## **1.2 Intent.**

This Contract contains all terms and conditions agreed upon by the Parties. To be valid and binding on the parties, any change or addition to this Contract shall be made by written amendment and executed by both Parties. The parties do not intend for any unspecified 3rd party to be a beneficiary of this Contract.

## **1.3 Interpretation of the Contract; Order of Precedence.**

The Contract documents are intended to be complimentary. What is required in one part of the Contract shall be binding as if required by all. Resolutions of conflict or inconsistency of terms within the documents shall be guided by the following order of precedence (with 1 having precedence over 2, 3, etc).

1. Federal, Washington State, tribal, or Chelan County laws, codes, and regulations governing or pertaining to the Work;
2. Change Orders;
3. This signed Maintenance Spraying on County Roadsides – 2024 Contract, as executed by the parties following proposal evaluation and award;
4. Chelan County’s Request for Proposals; and
5. The Contractor’s Proposal.

## **ARTICLE 2: SCOPE OF WORK**

The Contractor is responsible for the timely execution, preparation, management, supervision, inspection, and reporting, as detailed in this Contract, and as directed by the Chelan County Department of Public Works, for the purpose of providing Chelan County with herbicide application services for weed control on all or parts of County right-of-way along approximately 1,100 shoulder miles of Chelan County hard-surfaced roads. The tasks and activities necessary for the Contractor to perform the scope of work, and meet the terms and conditions is collectively referred to herein as “Work”. The Work, or portions thereof, shall be performed annually as needed, based on the determination and direction of the Chelan County Engineer.

### **ARTICLE 3: CONTRACT ADMINISTRATION**

#### **3.1 County Engineer.**

The Chelan County Engineer is the Administrator of this Contract. The Engineer designates the Vegetation Control Technician to act as the Engineer's delegee and primary contact for purposes of administrating this Contract. All correspondence, questions, and/or documentation, except for invoices for payment, shall be addressed as follows:

Chelan County Public Works  
Attn: Tony Daggett - Vegetation Control Technician  
316 Washington Street, Suite 402  
Wenatchee, WA 98801

Phone: (509) 667-6418

Fax: (509) 667-6250

#### **3.2 Contractor's Representative.**

If different than the contact information provided in the Proposal, the Contractor shall designate a representative(s) for purposes of communication and administration of the Contract. If the representative, or the contact information changes, the Contractor shall update the County on such changes at the Contractor's earliest convenience. The County shall not be responsible for any attempted communications with the Contractor via incorrect or outdated contact information.

#### **3.3 Requests for Information.**

For mutual convenience and efficiency, unless revoked by written instrument, signed by both parties, the designated representatives agree that requests for information and responses may be by e-mail between the representatives, or by a telephone call which is promptly memorialized in writing by the responding party and sent to the inquiring party.

#### **3.4 Time of the Essence.**

All time requirements set forth in the Contract are of the essence.

#### **3.5 Monitoring the Work.**

The County retains all rights to monitor and observe activities within the County right of ways, including activities performed by the Contractor under this Contract.

#### **3.6 Correction of Work.**

If the Contractor's equipment or workmanship does not meet the Contract requirements, the County may have the right to reject any nonconforming portion of the Work by giving the

Contractor written notice of the defect or nonconformity. The County may require the Contractor to correct the defect or nonconforming part of the Work within a reasonable time at no cost to the County.

### **3.7 Assignment or Subcontractors.**

The Contract is between Chelan County and the Contractor. The Contractor shall not assign or subcontract any portion of the Work, except as may be authorized by prior written approval of the Board of County Commissioners.

## **ARTICLE 4: CONTRACTOR**

### **4.1 Contractor Representations.**

The Contractor represents and warrants to the County, that the Contractor has at the time of Contract execution, carefully reviewed the Contract and any inconsistency, omission, or conflict arising from that review has been resolved by the parties.

Having made that review, the Contractor further represents and warrants to the County, the following:

- A. The Contractor meets all licensing or certification requirements necessary to perform its obligations under this Contract, and has met any other timeframes or deadlines for proof of licensing or certification that may have arisen during the RFP process.
- B. The Contractor has made any site visits, inspections, or inquiries into the geographic, meteorological, elevation, environmental conditions and generalized right of way conditions, as the Contractor deems necessary to commit to the obligations and responsibilities of this Contract.
- C. The Contractor represents and warrants that they can meet the qualifications to perform the Work, pursuant to any conditions, schedules, limits, or other terms as specified by this Contract.

### **4.2 General Standards and Duties.**

- A. The Contractor shall be required to meet the standards and expectations for the Work, and performance thereof, as set out in this Contract, law and regulation, and industry best practices. This duty includes, but is not limited to the timely performance and completion of Work while exercising due care and diligence. The Contractor shall at all times prioritize and protect the public safety, public and private property, and the environment and comply with all federal, Washington State, tribal, and Chelan County laws, codes, rules and regulations applicable to the Work under the Contract and to the materials used for the Work. The provisions of the Washington Pesticide Application Act, R.C.W. 17.21, as amended, shall apply in all respects:
- B. In the event that the Contractor is unable to make treatments as directed due to conditions beyond its control, the Contractor shall promptly notify the County in writing

of the conditions or occurrences which affect, interfere with, or prevent proper execution or results for the Work.

#### **4.3 Contractor's Supervision and Employees.**

The Contractor shall provide qualified, duly licensed and/or certified, and competent personnel to satisfy the terms and conditions of this Contract. Management and supervision for the performance of Work is the sole responsibility of the Contractor.

#### **4.4 Independent Contractor.**

A. The Contractor is an independent contractor with respect to performance of this Contract. Nothing in this Contract shall be considered to create an employer—employee relationship between the parties.

B. Employees of, or other persons operating on behalf of the Contractor to perform any Work for this Contract, shall at all times be considered employees of the Contractor only, and not of the County. Any and all claims that may arise under any workmen's compensation act, and any and all claims made by a third party as a consequence of an act or omission on the part of the Contractor, its employees or other persons while so engaged in the Work shall be the sole obligation and responsibility of the Contractor.

C. Neither the Contractor nor any employee of the Contractor shall be entitled to any benefits afforded the County's employees by virtue of the services provided under this Contract.

D. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program or otherwise assuming the duties of an employer with respect to the Contractor, or any employees of the Contractor.

#### **4.5 Materials Furnished by County; When Water Is Furnished by Contractor.**

A. The County purchases all necessary chemical materials, including herbicides and adjuvants, directly from suppliers, and shall furnish the necessary materials to the Contractor, to be used for the sole purpose of completing the Work.

B. County materials shall be stored at County facilities ("storage site"). Storage sites will be reasonably accessible to the Contractor for collecting materials, returning materials, cleaning the spray equipment, as needed under the terms of this Contract. Access to storage sites may be restricted to specified days and times, as determined appropriate by the County Engineer for health, safety and convenience, and any limitation or restriction shall be designated in writing to the Contractor prior to taking effect.

C. The County shall provide the Contractor with water at the below listed locations, to the extent that the water is available for use.

1. Chelan Shop, 23290 Hwy 97A, Chelan, Washington;

2. Leavenworth Shop, 10210 County Shop Road, Leavenworth, Washington; and
3. Sunnyslope Shop, 210 Easy Street, Wenatchee, Washington.

D. The County shall not be responsible for securing alternate water sources, in the event that water is not available for use at the locations identified in this section.

E. In no circumstance, does the County authorize the Contractor to draft water out of rivers, streams or reservoirs. Contractor shall comply with all Federal, State and County laws and regulations concerning loading water from any source and shall always use a backflow preventer when loading water.

#### **4.6 Working Times and Conditions.**

The Contractor shall only perform work in the County right-of-way during such times and under such conditions as are allowed under Chapter 17.21 RCW, and as may be further limited by the County Engineer.

#### **4.7 Logs, Reports, and Other Records To Be Submitted to the County.**

In addition to the recordkeeping requirements of RCW 17.21.100, for and during the course of each active application period the Contractor shall maintain application logs and submit to Public Works the following logs, reports, projections, and records:

A. The Contractor must complete signed daily application logs on County-approved forms. These application logs shall be submitted by the Contractor to the County weekly for all Work performed in the preceding week.

B. Public Works will provide maps of Chelan County, or portions thereof, upon which the Contractor shall highlight the areas of county right-of-way treated with herbicide and indicate the date of application for each area.

#### **4.8 Maintenance, Inspection and Retention of Records.**

A. The Contractor shall keep up-to-date and available for inspection by the County the application logs, copies of licenses, registrations, certifications, and insurance documents and other records required under this Contract and all items related to, or bearing upon, these records. A County audit will be limited to those records reasonably deemed by the Contractor to be non-proprietary.

B. The records shall be retained for a period not less than seven years from the date of the application of the pesticide to which such records refer.

C. If any litigation, claim or audit commences before the expiration of the seven-year retention period, the records shall be retained by the Contractor until all litigation, claims or audit findings involving the records have been resolved.

D. If the Contractor is dissolved, assigns, or otherwise divests itself of its legal capacity under this Contract, then it shall immediately notify the County and preserve such records, at the Contractor's expense.

#### **4.9 Permits, Laws, and Regulations.**

A. The Contractor shall be responsible to obtain and maintain all permits, licenses and certifications as are required for the Work.

B. The Contractor shall perform all work in full compliance with local, federal, tribal, and Washington State laws, codes, resolutions, and regulations and with license and permit conditions pertaining to the Work. The Contractor shall defend, indemnify and hold the County harmless from any assessment of fines, penalties or damages arising from the same by the Contractor. The Contractor shall pay and provide proof of payment of any such assessments of fines, penalties, or damages. The Contractor shall cooperate with all government entities regarding inspection of the Work and compliance with such requirements.

C. The Contractor is required to pay all applicable taxes. No adjustment will be made in the amount to be paid by the County under the Contract because of any change in law or regulation covering any applicable taxes, except sales tax, or because of any misunderstanding by the Contractor as to its liability for or the amount of taxes.

#### **4.10 Deviation from Contract.**

The County shall have the right to treat any alteration, variation, deviation, or omission from the requirements of this Contract as a contract breach if prior written consent is not obtained from the County. Such a breach may be justification for the County to withhold payment, stop work, or summarily terminate the Contract.

#### **4.11 Equipment.**

A. The Contractor's equipment must have the capacity to simultaneously carry sensitive and non-sensitive residual herbicide.

B. Equipment used to perform the Work must be inspected and approved by the Engineer prior to being placed into service by the Contractor.

C. The Contractor shall be responsible for proper care, protection, and storage of its equipment and shall maintain its equipment in proper working order.

D. The Contractor shall triple rinse all containers used for the Work after each use and prior to storage, except refillable totes

E. Equipment may only be stored at the County's designated material storage site ("storage site") with prior written approval from the Engineer, and if approved is stored at the Contractor's own risk. The County shall not be responsible or liable for any loss or damage to Contractor's equipment if stored.

#### **4.12 Operations.**

A. For each Program, the Engineer shall provide the Contractor with the designated areas of right-of-way to be treated by herbicide application. The Contractor shall confine all herbicide application to the designated areas of right-of-way for each Program. The Contractor shall be responsible for updating the designated areas, as necessary in response to a Change Order, posted “Owner Will Maintain” signage, or other specifically identifiable condition that prevents the Contractor from operating in compliance with law, industry standards or practices, or provisions of the Contract.

B. Each herbicide application must be applied to the County right-of-way in one pass.

#### **4.13 Material Inventory, Handling, and Monitoring.**

A. The Contractor shall utilize only the County’s designated facility(s) for storage, dispatching, and deliveries of materials.

B. The Contractor shall return all unmixed chemical materials to a storage facility(s) provided by and designated by the County. The Contractor shall be responsible to monitor and inventory the types and quantities of County materials and provide the County sufficient advance notice of low materials to allow for ordering and delivery of additional materials in time to avoid delays to the Work.

#### **4.14 Spills.**

The Contractor shall be responsible for any spills, repairs, or damage of any type resulting from Contractor’s use of the storage site. The Contractor will clean up and dispose of any chemical spills in compliance with all applicable laws and to the satisfaction of appropriate regulatory authority(s), regardless of the location of a spill.

#### **4.15 Contractor’s Responsibility for Protection of Persons and Property.**

A. The Contractor shall be responsible for the safety of all persons and property during the performance of the Work.

B. The Contractor shall perform the Work in a manner which meets statutory and common law requirements, or other specific contractual requirements for the provision of a safe place to work and which adequately protects all persons and property in or near the areas in which the Contractor performs the Work. This requirement shall apply continuously and is not limited to working hours.

C. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including safety training, in connection with the Work. The Contractor shall comply with all applicable laws, codes, regulations, rules, resolutions, and lawful orders of any public authority bearing on the safety of persons, property or their protection from damage, injury or loss.

D. The Contractor shall perform the Work in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) requirements and shall supply all required signing, barricades, flaggers, or other personnel or means needed for such compliance.

E. The Contractor shall take all reasonable precautions for the safety of its employees performing the Work and all other persons who may be affected by such Work.

F. The Contractor shall comply with applicable requirements of the Federal Occupational Safety and Health Act of 1970 (OSHA) and the Washington Industrial Safety Act of 1973 (WISHA), including revisions, amendments and regulations under either act. Any violation of this Section or other safety requirements applicable to the Work may be considered a breach of contract, and grounds for contract termination.

G. The Contractor shall be solely and completely responsible for damages arising from the Work on property adjacent to the Contractor's herbicide application.

H. The Contractor shall repair or replace with no cost to the County any damage or loss that may occur, except damages or loss caused by acts or omissions of the County.

I. The Contractor shall, in performing the Work, protect from damage structures, real property, personal property and utility facilities.

J. The Contractor shall, in performing the Work, protect from damage all landscaping, trees, and vegetation, whether public or private, that is not required to be treated with herbicide under the Work.

K. The Contractor shall repair, at no cost to the County, damage to real property, personal property, utilities, landscaping, trees, or vegetation resulting from the failure to comply with requirements of this Contract.

#### **4.16 Environmental Requirements.**

A. The Contractor shall perform the Work in compliance with all applicable environmental laws and shall be liable for all penalties, damages, and violations under any federal or Washington State law or regulation, rule, or order.

B. The Contractor specifically represents that Contractor has knowledge of and understands the provisions and requirements of Chapter 90.48 RCW, including regulations pursuant thereto.

### **ARTICLE 5: CHANGES TO THE CONTRACT**

#### **5.1 Contractor's Request for Change Order.**

A. Field directives, responses to requests for information, or other directive, instruction or interpretation are not considered a Change Order.

B. The Contractor shall not be entitled to a Change Order for conditions or events (1) reasonably foreseeable at the time of entry into the Contract or (2) caused by the Contractor.

C. Request for Change Order.

1. No later than seven days after the event, directive, instruction, comment or other reason that the Contractor believes is a basis for a change order, the Contractor shall provide the County with the Contractor's Request for a Change Order. The request should include:

- a. The Contractor's reason for requesting a Change Order;
- b. A statement and explanation of the requested additional money or time requested;
- c. The contractual provisions and substantive basis supporting the Request;
- d. Documentation supporting the request; and
- e. Contractor's proposed terms and conditions.

D. County's Response to Request for Change Order.

1. The County will make a written determination with respect to the Contractor's Request for Change Order within thirty (30) days of receipt of the request, unless:

- a. The County requests additional information; or
- b. The County notifies the Contractor that it needs additional time to respond to the request.

2. If the County requests additional information, the County will make its written determination within thirty (30) days of its receipt.

3. If the County does not make a written determination within the applicable time, the Request for Change Order is denied.

E. Approval of Change Order Request.

If the County determines that a Request for Change Order is approved, the Parties may negotiate acceptable terms and conditions and execute a bilateral change order, or without negotiation, the County may issue a unilateral change order.

## 5.2 County Request for Change Order.

A. In the event that the County desires to change the terms or conditions of the Work, it may request that the Contractor provide a written Change Proposal representing the Contractor's offer to perform the requested work and the compensation for the changed portion of the Work.

C. The County is under no obligation to accept the Contractor's Change Proposal. Nothing in this section shall prevent the parties from negotiating the proposed terms of a change order.

D. The Contractor shall not perform Change Order work until the County provides written authorization.

### **5.3 Right-of-way Conditions; Extensions of Time Less Than 30 Days.**

A. Each party will take care to promptly inform the other of conditions in the right-of-way that may affect the Work.

B. If conditions in the right-of-way (including weather, fire conditions, utility work, or construction) require delaying all or any part of the Work, the Engineer may, in writing, authorize an extension of the time for performance of all or any part of the Work for a period thirty (30) days or less without the need for a Change Order.

### **5.4 Work by the County.**

In the event that the Contractor is unable, or unwilling to perform applications as directed by the County, the County reserves the right to perform such Work as is necessary to complete the Work. The Contractor shall not be paid for any portion of Work performed by the County under this provision and shall have no claim or right against the County for losses or other damages resulting from the County's performance of the Work

## **ARTICLE 6: DURATION; TERMINATION**

### **6.1 Duration.**

A. The duration (initial term) of this Contract shall be for a period three years effective upon date of last execution by a party and may be extended by mutual written consent of the parties for up to two (2) one-year extensions.

B. A Party desiring one-year extension of this Contract, shall notify the other Party in writing at least 90 days prior to the expiration of the then-existing remaining term of the Contract.

C. If either Party declines in writing to extend the Contract, or if the Parties have not executed a bilateral extension contract at least thirty (30) days prior to the expiration of the then-existing term, the Contract will terminate on the last day of such term.

D. The initial term together with one-year extensions shall not exceed a total of five years.

### **6.2 Termination.**

A party may terminate this Contract upon sixty (60) days written notice sent by certified mail to the other party.

## **ARTICLE 7: PAYMENT**

### **7.1 Compensation.**

A. The Contractor is solely responsible for all costs of labor, equipment, fuel, supplies, and other facilities and services (including federal and state tax, industrial insurance, social security liability and all other applicable taxes, except sales tax for services provided to the County) necessary for the proper execution and completion of the Work;

B. The compensation for Contract performance is a flat-rate of \$37.50 per shoulder mile of residual herbicide treated right of way, \$40.00 per shoulder mile for foliar and a \$200 hourly service rate for spot treatment.

### **7.2 Applications for Payment.**

The Contractor may claim progress payments on a monthly basis for all parts of the Work completed during the month for which a billing is submitted. The following shall apply to payment for the Work:

A. The monthly billing shall be supported by a detailed statement showing shoulder miles treated with herbicide, dates of application, crew, work hours, and equipment expended.

B. Invoices and supporting documents shall be submitted to:

Chelan County Public Works Department  
Attn: Accounts Payable  
316 Washington, Suite 402  
Wenatchee, WA 98801

## **ARTICLE 8: MISCELLANEOUS**

### **8.1 Indemnification/Hold Harmless.**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County, and all officials, agents and employees of the County, from and against all claims arising out of or resulting from the performance of the Contract. "Claim" as used in this contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees. Contractor expressly agrees to indemnify, defend and hold harmless the County for any claim arising out of or incident to Contractor's or any subcontractor's performance, failure to perform the contract, or failure to be properly insured.

THE CONTRACTOR WAIVES ITS IMMUNITY UNDER TITLE 51 RCW TO THE EXTENT IT IS REQUIRED TO HOLD HARMLESS THE COUNTY, ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES.

Contractor Initials: \_\_\_\_\_

## **8.2 Insurance Requirements.**

A. The Contractor shall at all time during the term of this Contract at its cost and expense, buy and maintain insurance of the types and amounts listed below with an insurance company authorized to do business in the State of Washington. Failure to buy and maintain the required insurance may result in termination of the Contract at the County's option.

B. Contractor shall maintain commercial general liability (CGL) insurance, and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit.

C. Contractor shall maintain pollution and environmental liability insurance with first and third party coverage and a limit of not less than \$3,000,000 per each occurrence and an aggregate limit of at least twice the "each occurrence" limit.

D. Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto".

E. All of the insurance required by Contract shall be endorsed to include the County as an additional insured and shall stipulate that the insurance afforded by the policies shall be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention trusts maintained or participated in by the Parties shall be excess and not contributory to insurance required. All liability insurance policies will be endorsed to show this additional coverage.

## **8.3 Compensation, Wages, Benefits and Taxes.**

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes owed by the Contractor by reason of this Contract. The Contractor shall indemnify and hold the County, its officers, agents, and employees, harmless against all liability and costs resulting from the Contractor's failure to pay any compensation, wages, benefits or taxes.

## **8.4 Nondiscrimination.**

The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, or other status protected from discrimination by United States and Washington State law, including the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.). The Contractor understands and agrees that if the Contractor violates this nondiscrimination provision, this Contract may be terminated by the County and further that the Contractor shall be

barred from performing any services for the County now or in the future, unless a showing is made satisfactory to the County that discriminatory practices have terminated and that recurrence of such action is unlikely.

#### **8.5 No Waiver.**

Payment for any part of the work by the County shall not constitute a waiver by the County of any remedies of any type it may have against the Contractor for any breach of this Contract by the Contractor, or for failure of the Contractor to perform work required of it by the County. Forbearance of any rights under the Contract will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Contractor.

#### **8.6 Dispute Resolution.**

Before either Party commences an action or lawsuit against the other related this Contract, the Parties' representatives shall promptly meet face-to-face at the Chelan County Public Works Department conference room, or other mutually agreed location, and attempt good-faith negotiation to resolve any dispute involving this Contract. A party's failure or refusal to timely participate in such meeting and negotiation shall excuse the other party from this requirement.

#### **8.7 Headings.**

The headings used in this Contract are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision herein.

#### **8.8 Applicable of Law; Venue.**

- A. The Contractor shall comply with all federal, Washington State, tribal and Chelan County laws, codes, rules and regulations applicable to the Work.
- B. This Contract shall be governed by, and interpreted under, the laws of the State of Washington.
- C. Any action, suit, or judicial proceeding for the enforcement of this Contract shall be brought in the Superior Court for the State of Washington in Chelan County, Washington. Each party shall be responsible for its own attorney's fees and costs.

#### **8.9 Successors and Assigns.**

The County and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other with respect to all covenants, agreements, and obligations contained in this contract.

#### **8.11 Severability.**

The provisions of this Contract shall be effective in all cases unless otherwise prohibited by Washington State or applicable federal law. The provisions of the Contract are separate and severable. The invalidity of a sentence, paragraph, provision, section, Article, or portion of this Contract shall not affect the validity of the remainder of the Contract.

**CONTRACTOR:**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Dated at Wenatchee, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS  
FOR CHELAN COUNTY

\_\_\_\_\_  
KEVIN OVERBAY, Chair

\_\_\_\_\_  
SHON SMITH, Commissioner

\_\_\_\_\_  
TIFFANY GERING, Commissioner

ATTEST: ANABEL TORRES

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT SEALBY  
Prosecuting Attorney

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



# WOODLAND

## Resource Services

Public Works Agenda 3/18/24

CAREFUL, QUALITY-CONSCIOUS VEGETATION MANAGEMENT.™

1063 Emerson Road  
Ellensburg, WA 98926  
Tel 509.968.9675  
woodland@gowrs.com

February 29, 2024

Chelan County  
Public Works Department  
Josh Patrick  
316 Washington Street, Suite 402  
Wenatchee, WA 98801

Re: Proposal for Maintenance Spraying on County Roadsides

To Whom It May Concern:

Following is our proposal to supply herbicide application services along Chelan County's approximately 1,100 shoulder miles of right-of-way.

### Company Information

Name: Woodland Resource Services, Inc.  
UBI: 602-678-209

### Fee Schedule

Woodland Resource Services, Inc. (WRS) proposes to provide herbicide application services to Chelan County as required in the following breakdowns (plus applicable sales taxes):

- Spring/Fall soil based residual herbicide application: \$37.50/shoulder mile

### **WRS may be available for post-emergent applications but cannot guarantee availability.**

- Contact foliar applications throughout growing season: \$40.00/shoulder mile
- Hourly service rate for spot treatment/specialty applications \$200/hr from (WRS) shop

Hourly service rate to be used at WRS' discretion if daily mileage total does not exceed (50) shoulder miles, or (25) centerline miles due to segmented areas of spot spraying etc. Minimum daily service charge to be (4) hours excepting weather delays.

Application mileage readings will be taken from spray truck odometer and will include periodic skips such as no-spray zones contained within the targeted application zone.

### Treatment Methods

Residual: From 6"-12" on existing asphalt to the ditch bottom (up to 11' wide)

Broadleaf Foliar: From 6"-12" on existing asphalt up to edge of noxious weed infestation, existing landscaping or crops, or 11' from edge of roadway whichever is less

### Program Schedule

WRS feels comfortable meeting the proposed program schedule as we have performed these applications for Chelan County in the past and can typically treat 60-80 shoulder miles/day.

References (partial listing)

1. Yakima County Public Works Department  
Chris Albert, Road Maintenance Supervisor  
128 N. 2nd Street  
Yakima, WA 98901  
Phone 509.574.2423
  - Completed fall soil based residual programs and contact foliar 2005-2021 and 2024-present. Currently under annually renewable contract to provide vegetation management services.
2. Weyerhaeuser Company, Vail Tree Farm  
Maria Erdmann  
16506 Vail Loop Rd.  
Rainier, WA 98576  
Phone 360.226.0794
  - Completed roadside brush control program on Vail Tree Farm's approximately 2,000 miles of forest right of ways since early 1990's. Currently contracted on year to year basis.
3. King County Noxious Weed Control Program  
Steve Burke, Manager  
201 South Jackson Street, Suite 600  
Seattle, WA 98104-3855  
Phone 206.296.0290
  - WRS has provided vegetation management services under contract since 2002 on an as needed basis. Scope of work has ranged from small, targeted applications in hard to access sites to large scale, control measures including mechanical removal.
4. Kittitas County Public Works Department  
Ryan Berge, Road Maintenance Supervisor  
411 North Ruby, Suite 1  
Ellensburg, WA 98926  
Phone 509.856.7749
  - Completed contact foliar weed control to 300 shoulder miles of Kittitas County roadways as requested since 2013.

Record Keeping

WRS maintains spray records daily on state-approved spray logs as well as recording spray locations on county-provided maps, which are then kept on file. GPS application data (in shapefile format) is also kept on file and provided to the customer as requested.

Equipment

WSDA #	Description	Injection Systems	GPS
G721	'16 F550 600 gallon spray truck	3	Yes
B404	'06 F350 400 gallon spray truck	0	No
F863	'22 F550 600 gallon spray truck	3	Yes
G738	'15 F550 900 gallon spray truck	Split tank	Yes
B403	'17 F350 300 gallon spray truck	0	No
H904	'17 F550 750 gallon spray truck	0	Yes
J375	'19 F550 750 gallon spray truck	0	Yes

Personnel

WRS licensed applicators include: Aaron Royer, Eric Meador, Erik Mullenix, Quinton Hufford, Sam Sparks, Eli Davis, Mike Lawson, and occasionally other part-time and/or seasonal licensed applicators.

Sincerely,  
Eric Meador  
President, Woodland Resource Services, Inc.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2023

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

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

<b>PRODUCER</b> Terril, Lewis & Wilke Insurance, Inc. P.O. Box 1789 Yakima, WA 98907	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (509) 248-3515 <b>FAX (A/C, No):</b> (509) 248-3673 <b>E-MAIL ADDRESS:</b> certs@tlwins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Accelerant Specialty Insurance Company <b>INSURER B:</b> Western National Mutual Insurance Co <b>INSURER C:</b> Starstone Specialty Ins Co <b>INSURER D:</b> Benchmark Specilaty Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Woodland Resource Services Inc Crystal Clear Custom Services 1063 Emerson Rd Ellensburg, WA 98926	<b>NAIC #</b> 15377 44776	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractor GL GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LIP00070PK000352-00	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 WA STOP GAP \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP1227829	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			86144D225AL1	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	UMB *Auto			UMB1038882	12/31/2023	12/31/2024	Retention \$10,000 \$ 2,000,000
D	POLLUTION LIABILITY			MNGR-P-2000915	12/31/2023	12/31/2024	AGGREGATE LIMIT \$ 5,000,000

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

\*SAMPLE\* \*SAMPLE\* \*SAMPLE\* \*SAMPLE\* \*SAMPLE\* \*SAMPLE\* \*SAMPLE\*


per written contract is additional insured which includes waiver of subrogation, primary and non-contributory coverage and completed operations per form CG7827 0213 attached.

Auto Additional Insured per form WNCA80 0619 \*Auto Umbrella following form

\*SAMPLE\* \*SAMPLE\* \*SAMPLE\* \*SAMPLE\* \*SAMPLE\* \*SAMPLE\* \*SAMPLE\*

## CERTIFICATE HOLDER

## CANCELLATION

Woodland Resource Services, Inc **SAMPLE* 1063 Emerson Rd Ellensburg, WA 98926	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# PESTICIDE AND SPI LICENSING SEARCH RESULTS

If you have questions on this license record, contact Pesticide Licensing toll free at (877) 301-4555 or by email at [license@agr.wa.gov](mailto:license@agr.wa.gov).

Remember to always request picture ID to confirm identity!

## Company Information

**COMPANY NAME:**

Woodland Resource Services Inc

**UBI NUMBER\*:**

602678209

**DBA:**

No DBA

**BRANCHES:**

No Branches

**SITE ADDRESS**

1063 Emerson Rd Ellensburg WA

**MAILING ADDRESS:**

1063 Emerson Rd Ellensburg WA

**TELEPHONE:**

(509) 968-9675

**FAX:****EMAIL**

meadoree@embarqmail.com

\* Note: this UBI Number is supplied by the applicant. It has not been independently verified by WSDA. For further information, go to the [Dept. of Revenue](#) website.

## Commercial Applicator (CA) Information

**NAME:**

[Eric E Meador](#)

**LICENSE NUMBER:**

62566

**LICENSE STATUS:**

Renewed ⓘ

**LICENSE EXPIRES:**

12/31/2024

**ENDORSEMENTS:**

Agricultural Insect and Disease ⓘ , Agricultural Weed ⓘ , Aquatic ⓘ , Ornamental Weed ⓘ , Rights-of-Way Weed ⓘ , Soil Fumigation ⓘ , Soil Fumigation RMM ⓘ , Stump Treatment ⓘ

**CA INSURANCE EXPIRES**

**GROUND**

12/31/2024

**AERIAL**

n/a

Note: On this date a completed [Financial Responsibility Insurance Certificate](#) must be on file with WSDA or license is invalid.

Note: Commercial Applicators must be licensed in all categories in which the company operates.

## Company-employed Commercial Operators (CO) (9)

NAME	LICENSE NUMBER	CO LICENSE EXPIRES
Linus Bauer	99880	12/31/2023 (expired)
Elias Lorenzo Davis	108026	12/31/2024
Quinton Darrell Hufford	100555	12/31/2024
Eric E Meador	62566	12/31/2023 (expired)
Erik William Mullenix	91036	12/31/2024
Blake Deets Riley	107632	12/31/2024
Nickolas G Roberts	90147	12/31/2024
Aaron L Royer	66474	12/31/2024
Samuel Tyrell Sparks	108577	12/31/2024

Ground Equipment (16)

WSDA PLATE	APPARATUS MAKE	TANKS	STATUS
B403	Raven	300 Gal	Active
B404	Raven	24 Gal,24 Gal,400 Gal	Active
B946	Skid	50 Gal,50 Gal	Active
D473	Raven	200 Gal	Active
D476	Ace	50 Gal	Active
F862	ATV	100 Gal	Active
F863	Raven	35 Gal,35 Gal,35 Gal,600 Gal	Active
G721	Raven	35 Gal,35 Gal,35 Gal,600 Gal	Active
G738	Raven	650 Gal,250 Gal	Active

WSDA PLATE	APPARATUS MAKE	TANKS	STATUS
H394		100 Gal	Active
H792		50 Gal	Active
H904	Raven	750 Gal	Active
J375	Raven	750 Gal	Active
J376		100 Gal	Active
J809		100 Gal	Active
J911		100 Gal	Pending Renewal

Aerial Equipment (0)

TYPE	WSDA PLATE	N NUMBER	MAKE	COLOR	STATUS
No aerial equipment listed					

START NEW SEARCH

**DEPARTMENT OF COMMUNITY DEVELOPMENT  
BOCC AGENDA ITEMS**

**March 19th, 2024**

**10:15 A.M**

**Community Development Director Deanna Walter**

**Discussion Items:**

- 1. Draft Docket 2024**
- 2. Public Hearing Adoption of City of Leavenworth ordinance 1651**
- 3. Executive session with legal counsel potential litigation.**

**Action Items:**

- 1. Public Hearing Adoption of City of Leavenworth ordinance 1651**

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

**Re:** Adoption of amendments to the Chelan County Comprehensive Plan Map designations and amendments to the City of Leavenworth Development Regulations for its Urban Growth Area (ZTA 22-419), more specifically adoption of Ordinance 1651

---

**WHEREAS**, Chelan County and the City of Leavenworth have signed a Memorandum of Understanding dated July 8, 1997, which states that the County shall adopt the land use regulations, development regulations, and land use designations of the City of Leavenworth for its Urban Growth Area; and,

**WHEREAS**, Chelan County and the City of Leavenworth have adopted Comprehensive Plans per the requirements of RCW 36.70A.040(4)(d), the Growth Management Act; and,

**WHEREAS**, RCW 36.70A.210 requires that the Comprehensive Plan be consistent with the provisions of the County-Wide Planning Policies; and,

**WHEREAS**, the Growth Management Act requires comprehensive planning for counties and cities designated under its jurisdiction. RCW 36.70A.100 details that each city's comprehensive plan must be coordinated and consistent with "other counties or cities with which the county or city has, in part, common border or related regional issues"; and,

**WHEREAS**, Chelan County Community Development acting as lead agency, issued a Determination of Non-Significance on October 12, 2022, which related to all amendments included for adoption. The requirements of RCW 43.21 C, the State Environmental Policy Act and WAC 197-11 have been satisfied; and,

**WHEREAS**, the City of Leavenworth sent notices to the Department of Commerce for 60-day review prior to Leavenworth City Council adoption, consistent with RCW 36.70A.106; and,

**WHEREAS**, reviewing agencies and the general public were given an opportunity to comment on the proposed amendments through the City of Leavenworth public hearings and adoption of Ordinance 1651; and,

**WHEREAS**, Chelan County Code, Title 14, provides review criteria for the consideration for adopting amendments to comprehensive plans, maps and development regulations. Chelan County followed the procedures required for amendments; and,

**WHEREAS**, The Chelan County Planning Commission held a duly advertised workshop on September 28, 2022 to review and discuss amendments submitted by the City of Leavenworth; and,

**WHEREAS**, the Chelan County Planning Commission held a duly advertised public hearing on October 26, 2022, forwarding a recommendation to adopt the proposed amendments. Public testimony was taken and included in the file of record; and

**WHEREAS**, the Board of County Commissioners conducted duly advertised workshops on December 20, 2022 and January 24, 2023 to review and discuss the proposed amendments; and,

**WHEREAS**, the Board of County Commissioners conducted a duly advertised public hearing on February 28, 2023, to examine the record and recommendation of the Chelan County Planning Commission, and invite public testimony; and,

**WHEREAS**, the Board of County Commissioners approved the adoption of the proposed City of Leavenworth amendments, with the exception of Ordinance 1651 on February 28, 2023, pursuant to Resolution 2023-23; and

**WHEREAS**, City of Leavenworth Ordinance 1651 addressed the re-designation of all RL10 and RL12 zoning to R8 zoning within the city limits and Urban Growth Area; and,

**WHEREAS**, the City of Leavenworth appealed to the Growth Management Hearings Board (GMHB), which issued a decision on October 3, 2023 finding the decision to not adopt Ordinance 1651 was inconsistent with the Growth Management Act; and,

**WHEREAS**, the Board of County Commissioners conducted a duly advertised public hearing, pursuant to the GMHB decision of October 3, 2023, on March 19, 2024, to examine the record and recommendation of the Chelan County Planning Commission, and invite public testimony.

**WHEREAS**, in order to comply with the order of the Growth Management Hearings Board, the adoption of City of Leavenworth Ordinance 1651 is necessary.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Chelan County Commissioners hereby adopts City of Leavenworth Ordinance 1651 attached hereto as Exhibit A, re-designating all RL 10 and RL12 zoning to R8 zoning, including the official zoning map demonstrating such.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect and be in force from and after May 19, 2024.

**BE IT FURTHER RESOLVED** that this decision is hereby signed into authentication on the following date,

**Dated** this 19<sup>th</sup> day of March, 2024

BOARD OF CHELAN COUNTY COMMISSIONERS

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Kevin Overbay, Chairman

ATTEST: Anabel Torres

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Shon Smith, Commissioner

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Clerk of the Board

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Tiffany Gering, Commissioner



## CHELAN COUNTY

### DEPARTMENT OF COMMUNITY DEVELOPMENT

#### City of Leavenworth Urban Growth Area Amendment Staff Report

**TO:** Chelan County Board of County Commissioners  
**FROM:** Chelan County Community Development  
**HEARING DATE:** January 30, 2024  
**FILE NUMBER:** ZTA 22-419

#### RECOMMENDED MOTION

These proposals are recommended for adoption. Adoption of the proposed amendments aligns with countywide planning policies, county planning policies, and the 1997 interlocal planning MOU and RCW 36.70A.100. Land use changes are not in conflict with Chelan County planning policies and proper public notice procedures have been followed.

- A. Move to recommend the adoption of Ordinance 1651, amending the City of Leavenworth Municipal Code regarding re-designating all RL10 and RL12 zoned properties within the Urban Growth Area to RL8. This recommendation for adoption is pursuant to the GMHB Case # (insert case #), decided upon (insert date), 2023

#### GENERAL INFORMATION

<b>Applicant</b>	City of Leavenworth
<b>Planning Commission Hearing</b>	October 26, 2022
<b>60-day State agency review</b>	Initiated: August 2022
<b>SEPA Determination</b>	October 12, 2022
<b>Board of County Commissioner Hearing</b>	February 28, 2023
<b>Growth Management Hearing Board Hearing Order</b>	October 3, 2023
<b>Board of County Commissioner Notice of Hearing Published</b>	February 1, 2024
<b>Board of County Commissioner Hearing</b>	February 13, 2024

## PROJECT DESCRIPTION – ZTA 2022-419

**Proposal:** The City of Leavenworth has submitted Ordinance 1651, which includes changes to the Leavenworth Municipal Code concerning re-designation of all RL10 and RL12 zoned properties to RL8, which impact the Urban Growth Area (UGA).

### Review Criteria

These regulations are evaluated in accordance with Chelan County Code Section 14.13.040 Development Regulation Amendment evaluation criteria and Chelan County Code Section 14.14.047 Amendment review criteria for comprehensive plan and zoning text changes. These criteria determine the process for approval, modification, or denial of regulation amendment applications and text amendments to county-adopted city comprehensive plans.

#### 1. The amendment is necessary to resolve a public land use issue or problem.

**Finding:** In the 1997 interlocal planning MOU, Chelan County established policies with the City of Leavenworth regarding land use regulations within its Urban Growth Area (UGA). Chelan County agreed to adopt the city's "land use regulations, development standards and land use designations for the city's UGA." The County also agreed to implement the city's "street, street lighting, curb, gutter and sidewalk design standards" within the UGA.

GMA requires comprehensive planning for counties and cities designated under its jurisdiction. RCW 36.70A.100 details that each city's comprehensive plan must be coordinated and consistent with "other counties or cities with which the county or city has, in part, common border or related regional issues".

Chelan County has not previously adopted this Ordinance 1651 for the re-designation of all RL10 and RL12 zoning to RL8 zoning. The decision to not adopt Ordinance 1651 was appealed to the Growth Management Hearings Board (GMHB). The GMHB issued a decision on October 3, 2023 finding the decision not to adopt Ordinance 1651 was inconsistent with the Growth Management Act. Adoption of this ordinance will bring the County into alignment with the agreement outlined in the 1997 MOU, relevant state planning policies, and the GMHB decision.

#### 2. The amendment is consistent with goals of the Growth Management Act, Chapter 36.70A RCW.

**Finding:** The GMA planning goals include but are not limited to the following:

- (1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.
- (2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low density development.
- (3) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.
- (4) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.
- (5) Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

The adoption of the city's comprehensive plan amendments and land use regulations within the UGA is consistent with the first two GMA goals, to encourage development in urban areas and to reduce sprawl.

3. **The amendment complies with or supports comprehensive plan goals and policies and/or county-wide planning policies, or how amendment of the comprehensive plans' goals or policies is supported by changing conditions or state or federal mandates.**

**Finding:** The City of Leavenworth has reviewed and found Ordinance 1651 consistent with the City's Comprehensive Plan goals and policies. The County-wide Planning Policies support the use of the City regulations within the UGAs and adoption of city comprehensive plan amendments.

4. **The proposed amendment does not adversely affect lands designated as resource lands of long-term commercial significance or critical areas in ways that cannot be mitigated.**

**Finding:** The proposed amendments do not change resource lands or critical area regulations which would be reviewed based on the site-specific development at the time of future permit.

5. **The amendment is based on sound land use planning practices and would further the general public health, safety and welfare. The comprehensive plan amendment would serve the interests of not only the applicant, but the public as a whole, including health, safety, or welfare.**

**Finding:** The proposed amendments are the result of appropriate planning processes to reflect the City's desire for development.

#### **CONCLUSIONS OF LAW**

1. The amendments to the Chelan County development regulations are consistent with the requirements of the Growth Management Act (RCW 36.70A), Chelan County Comprehensive Plan and County-Wide Planning Policies.
2. The amendments are necessary to address a public land use issue or problem.
3. The amendments do not adversely affect designated resource lands of long-term commercial significance or designated critical areas in ways that cannot be mitigated.
4. Reviewing agencies and the general public were given an opportunity to comment on the proposed amendments.
5. The amendments are consistent with Chelan County Code Title 14 Development Permit Procedures and Administration.
6. The requirements of RCW 43.21C, the State Environmental Policy Act and WAC 197-11 SEPA Rules have been satisfied.
7. The amendment is consistent with the GMHB decision of October 3, 2023.
8. The adoption of these amendments is in the best interest of the public and furthers the health, safety, and welfare of the citizens of Chelan County.

#### **ATTACHMENTS**

1. Staff report to the Chelan County Planning Commission
2. Ordinance 1651, City of Leavenworth
3. Agency and Public Comments (none at time of staff report issuance)
4. Growth Management Hearing Board Decision dated October 3, 2023



## CHELAN COUNTY

### DEPARTMENT OF COMMUNITY DEVELOPMENT

### 2022 Comprehensive Plan Amendment Staff Report

**TO:** Chelan County Board of Commissioners

**FROM:** Department of Community Development

**HEARING DATE:** January 31, 2023

**FILE NUMBER:** ZTA-22-419 (Proposed 2022 Leavenworth Urban Growth Area Amendments)

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#### RECOMMENDED MOTION

The Planning Commission has recommended adoption of this proposal. Adoption of the proposed amendments aligns with countywide planning policies, county planning policies, and the 1997 interlocal planning MOU and RCW 36.70A.100. Land use changes are not in conflict with Chelan County planning policies and proper public notice procedures have been followed. Staff recommends:

- A. Move to **approve** the proposed Leavenworth Urban Growth Area Amendments, given file number ZTA-22-419, based upon the findings of fact and conclusions of law contained within this January 31, 2023 report.

#### GENERAL INFORMATION

<b>Applicant</b>	Chelan County
<b>Planning Commission Workshop</b>	September 27 and 28, 2022
<b>Planning Commission Notice of Hearing</b>	October 12, 2022
<b>Planning Commission Hearing on</b>	October 26, 2022 (Recommendation: Approval, with the exception of removing reference to 18.42.030 in City of Leavenworth Ord #1654)
<b>Board of County Commissioners Workshop</b>	December 20, 2022 and January 24, 2023
<b>BOCC Notice of Hearing Published</b>	January 21, 2023
<b>60-day State agency review</b>	Initiated: October 6, 2022
<b>SEPA Determination</b>	October 12, 2022

## SEPA Environmental Review

A Determination of Non-Significance was issued under WAC 197-11-355 for ZTA-22-419 on October 12, 2022 (Attachment 1). The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). The decision was made after a review of a completed environmental checklist and other information on file with the lead agency.

### Agency Comments:

None received to date. (If received prior to hearing, will be Attachment 2.)

### Public Comment:

None received to date. (If received prior to hearing, will be Attachment 2.)

### 60-Day Notice:

Sent to Department of Commerce October 6, 2022. Letter of acknowledgement included as attachment 3. Revised notice was mailed to the Department of Commerce.

## A. Introduction & Background

The City of Leavenworth has submitted 14 proposed amendments to its Urban Growth Area (UGA) Development Regulations. These are summarized in the table below. See Attachment 6 for the full text of each amendment, along with SEPA documentation.

### Exhibit 1. Land Use Regulation Changes in Leavenworth Urban Growth Area

Ordinance	Description
1542	Update Bed & Breakfast (short-term rentals) regulations
1543	Update and clarify Duplex and ADU regulations
1583	Define zero lot line development and provide standards
1585	Permit cryptocurrency in the light industrial district
1588	Update planned development district and define affordable housing
1590	Regulate and allow mechanical stacked parking
1596	Amend code regarding: <ul style="list-style-type: none"> <li>• Concurrency standards for public facilities and utilities</li> <li>• Development standards for manufactured homes</li> </ul>

	<ul style="list-style-type: none"> <li>• Permitted uses in commercial districts</li> <li>• Development code administration for Comprehensive Plan amendments and Development Regulation amendment process</li> <li>• Official zoning map</li> </ul>
1627	Create new district use chart, revise definitions and land use regulations
1628	<p>Address code consistencies. Amend chapters about code interpretation and variances. Amend Supplementary Regulations regarding:</p> <ul style="list-style-type: none"> <li>• Visibility obstructions</li> <li>• Fences</li> <li>• Accessory buildings</li> <li>• ADUs</li> <li>• Bed and Breakfast facilities</li> <li>• Duplexes</li> <li>• Building height limit exceptions</li> <li>• Home occupations</li> <li>• Major recreational equipment</li> <li>• Unlicensed vehicles</li> <li>• Yard requirements</li> <li>• Decks, patios, and balconies</li> </ul>
1650	Amend Comprehensive Plan with updated Land Capacity Analysis, and updates Land Use Designations map
1651	Replace RL10 and RL12 zoning districts with new R-8 district and update District Use chart and official zoning map
1654	Establish Affordable Housing Incentive Program to encourage development of housing units for households with low and moderate incomes

## B. Chelan County Code Requirements

These regulations are evaluated in accordance with Chelan County Code Section 14.13.040 Development Regulation Amendment evaluation criteria, Chelan County Code Section 14.14.047 Amendment review criteria for comprehensive plan text changes, and Chelan County Code Section 14.14.060 for Comprehensive Plan Maps. These criteria determine the process for approval, modification, or denial of regulation amendment applications and text amendments to county-adopted city comprehensive plans.

***(1) The amendment/proposal is necessary to resolve a public land use issue or problem.***

**Finding:** In the 1997 interlocal planning MOU, Chelan County establishes policies with the City of Leavenworth regarding land use regulations within its Urban Growth Area (UGA). Chelan County agrees to adopt the city's "land use regulations, development standards and land use designations for the city's UGA." The County also agrees to implement the city's "street, street lighting, curb, gutter and sidewalk design standards" within the UGA.

GMA requires comprehensive planning for counties and cities designated under its jurisdiction. RCW 36.70A.100 details that each city's comprehensive plan must be coordinated and consistent with "other counties or cities with which the county or city has, in part, common border or related regional issues".

Chelan County has not adopted relevant land use changes and comprehensive plan amendments for the city of Leavenworth's UGA since 2016. This amendment is necessary to resolve this issue, including amendments from 2016–2022, and bring the County into alignment with the agreement outlined in the MOU and relevant state planning policies.

***(2) The amendment is consistent with goals of the Growth Management Act, Chapter 36.70A RCW.***

**Finding:** The GMA planning goals include but are not limited to the following:

1. Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.
2. Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.
3. Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.
4. Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.
5. Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

The adoption of the city's comprehensive plan amendments and land use regulations within the UGA is consistent with the first two GMA goals, to encourage development in urban areas and to reduce sprawl. Housing and subdivision related amendments included for adoption promote the variety of residential densities in housing types within the UGA. Other land use updates encourage economic development consistent with the adopted comprehensive plan. Updating standards within the UGA will also support the timely review and processing of development applications to ensure predictability.

***(3) The amendment complies with or supports comprehensive plan goals and policies and/or county-wide planning policies, or how amendment of the comprehensive plans' goals or policies is supported by changing conditions or state or federal mandates.***

**Finding:** The City of Leavenworth has reviewed and found the proposed amendments consistent with the City's Comprehensive Plan goals and policies. The County-wide Planning Policies support the use of the City regulations within the UGAs and adoption of city comprehensive plan amendments.

***(4) The proposed amendment does not adversely affect lands designated as resource lands of long-term commercial significance or critical areas in ways that cannot be mitigated.***

**Finding:** The proposed amendments do not change resource lands or critical area regulations which would be reviewed based on the site-specific development at the time of future permit.

***(5) The amendment is based on sound land use planning practices and would further the general public health, safety and welfare. The comprehensive plan amendment would serve the interests of not only the applicant, but the public as a whole, including health, safety, or welfare.***

**Finding:** The proposed amendments are the result of appropriate planning processes to reflect the community desire for development.

### **C. Procedural Requirements**

Appropriate City procedures have been followed for each amendment proposed for County adoption including hearing notices, 60-day notices to the State Department of Commerce (several of which were jointly noted for the City and County). The State Environmental Policy Act (SEPA) was addressed based on the determinations of the City's responsible official. The County has included the amendments in its 2022 Docket with a notice to the Department of Commerce, hearing notice, and review of the City's SEPA documents and adoption. Additionally, a set of housing-related ordinances incorporated extra public engagement effort. In 2021 and 2022 the City publicized the discussion of housing code amendments (including Ordinances 1640, 1650, 1651, and 1654 regarding R-8 zoning, duplexes, and low-income housing development) by mailing a postcard to local residents with information about the Housing Action Plan and current discussions about housing code amendments, a link to a public-facing page about housing on the City's website, and an invitation to meet with Development Services staff.

### **D. Ordinance Descriptions**

Ordinance 1542 amends LMC Chapter 18.52.120 to clarify and update the Bed and Breakfast (short-term / vacation / overnight rentals in residential neighborhoods) regulations, criteria, and standards. It requires bed and breakfast facilities to be the principal residence of the property owner, sets limits on number of occupants, sets sign standards and parking requirements, and establishes an inspection and permitting process.

*Note: Per CCC 11.88.290 (C) (iv) The board of Chelan County commissioners adopts the*

*cities of Cashmere, Chelan, Entiat, Leavenworth, and Wenatchee land use regulations, development standards and land use designations, as they apply to short-term or vacation rentals of fewer than thirty consecutive nights or days, within the county adopted unincorporated urban growth area respecting each city as it is now or is hereafter amended for the cities of Cashmere, Chelan, Entiat, Leavenworth, and Wenatchee; provided, that any city regulation requiring acquisition of a business license is not adopted nor incorporated as a county regulation and that instead a conditional use permit may be required, and the county's review procedures in this section must control.*

Ordinance 1543 updates and clarifies ADU and Duplex regulations in LMC 18.20, 18.21, 18.22, and 18.23 (permitted and conditional uses in RL6, RL12, Multifamily Residential, and RL10 districts). It allows ADUs as a permitted use in these districts, and sets requirements including non-transient use, a limit of one ADU per home site, minimum one parking space, and maximum 1,200 square feet. The ordinance requires a minimum lot size of 12,000 square feet for duplexes.

Ordinance 1583 defines zero lot line development in LMC Chapter 21.90, and amends Chapter 18.24.090 to provide standards for yards, setbacks, lot coverage, and design articulation.

Ordinance 1585 defines cryptocurrency mining in LMC Chapter 21.90.030, and amends Chapter 18.45.20 to permit cryptocurrency mining facilities in the light industrial district and requires verification of meeting Chelan County PUD requirements, electrical consumption impacts, and a permit from Washington State Department of Labor and Industries.

Ordinance 1588 updates Chapter 18.40 to set requirements for residential or multiple-use Planned Development as a conditional use, including public benefit, perimeter transitions, minimum site size and scope, road improvements, density, setbacks, height limits, maximum site coverage, parking, recreation areas, and other characteristics.

Ordinance 1590 defines stacked parking in Chapter 21.90.030 and sets design requirements. It permits stacked parking in General Commercial, Central Commercial, Tourist Commercial, Residential Low Density RL6, RL10, and RL12, and Multifamily Residential districts.

Ordinance 1596 amends the code in the following areas:

- Chapter 14.14 and 17.020.070 — Concurrency for public facilities and utilities
- 14.16.080 — Manufactured home standards
- 18.28.020, 18.32.020, and 18.44.020 — Permitted and conditional uses in the General Commercial, Central Commercial, and Tourist Commercial districts.
- Development code administration:
  - 21.31.030 — General time frame for Comprehensive Plan amendments
  - 21.35.010 — Initiation of development regulation and zoning map amendments
  - 21.03.030 — City Council review of recommendations of the Planning Commission

- 18.12.010 — Official zoning map amendments
- 18.12.040 — Penalty for unauthorized change of the official zoning map
- 18.12.050 — Official zoning map shall be maintained at City Hall

Ordinance 1610 amends the code regarding subdivisions in the following areas:

- Chapter 17.080.010 and 17.08.070, regulating Short Plats, divisions of land into nine or fewer plots
- 17.12.010 — Chapter applies to Major Subdivisions of land into ten or more plots
- 21.90.030 — Amending definitions of final short plat, final plat, major subdivision, and short subdivision

Ordinance 1627 creates a new district use chart, and revises definitions and land use regulations.

Ordinance 1628 addresses code consistencies, amends Chapter 18.04.030 regarding code interpretation and variances, and amends Supplementary Regulations regarding:

- 18.35.005 — Purpose and Applicability of supplementary regulations
- 18.35.010 — Visibility obstructions
- 18.35.020 — Fences, walls, and hedges
- 18.35.030 — Accessory buildings
- 18.35.035 — Accessory Dwelling Units
- 18.35.038 — Bed and Breakfast facilities
- 18.35.040 — Prohibiting more than one principal structure in low-density residential districts
- 18.35.045 — Duplex dwellings
- 18.35.050 — Exceptions to building height limits
- 18.35.060 — Home occupations
- 18.35.070 — Major recreational equipment
- 18.35.080 — Unlicensed vehicles: parking and storage restrictions
- 18.35.090 — Yard modification requirements
- 18.35.100 — Decks, patios, and balconies

Ordinance 1640 removes minimum lot size requirement for duplexes, making it the same as for single family dwellings, in RL6, RL12, and RL10 districts. It amends Chapter 21.90 definitions for duplex and removes duplexes as a conditional use in Chapter 18.52.130.

Ordinance 1650 amends the Comprehensive Plan with an updated Land Capacity Analysis and an

updated 2021 Land Use Designations map that includes a new R8 zone. The related Ordinance 1651 amends the zoning code and adopts the new official zoning map. Maps in Figure 1 and Figure 2 below show where RL10 and RL12 zones are changed to the new R8 zone.

Ordinance 1651 amends Chapter 18.21 to replace RL10 and RL12 zoning districts with a new R8 district and updates the District Use chart and official zoning map to reflect this change. The R8 district permits single family residences, duplexes, and accessory dwelling units, with a minimum lot size of 8,000 square feet. Areas where RL10 and RL12 zones are changed to R8 are shown in the yellow areas on the map in Figure 1 and dashed yellow outlines on the map in Figure 2 below.

**Figure 1. Leavenworth Comprehensive Plan Land Use Designations**

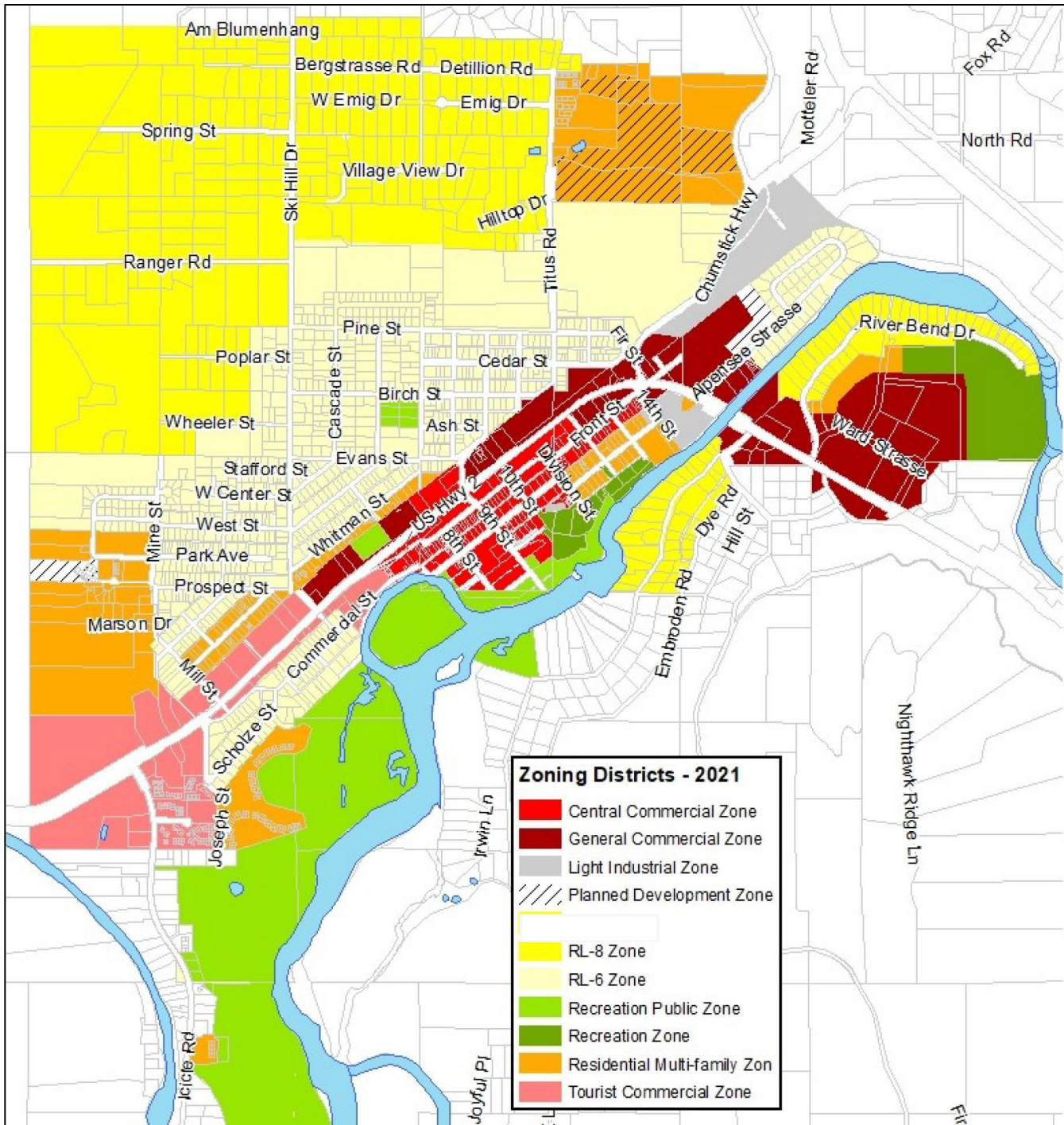
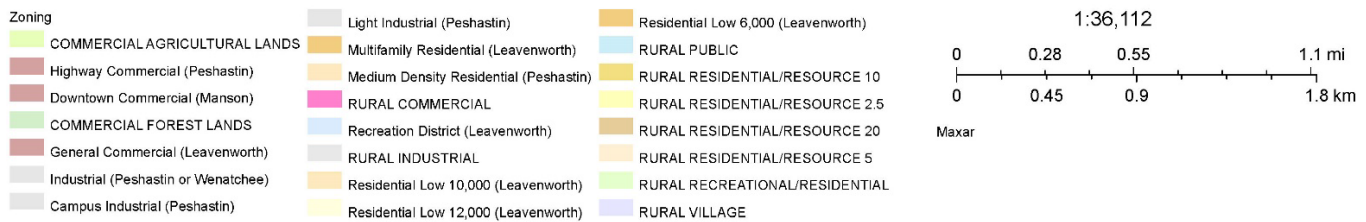
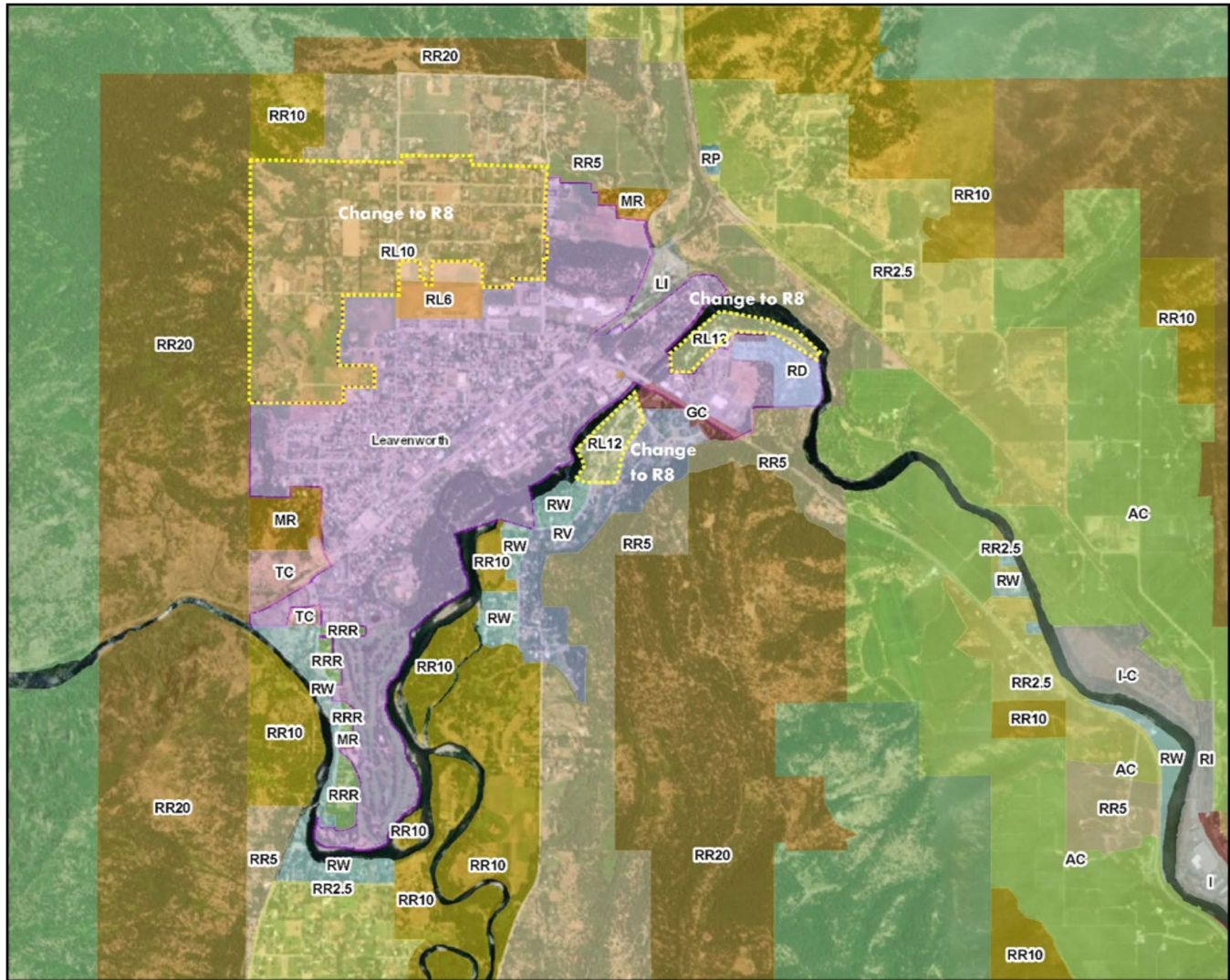


Figure 2. Chelan County zoning map of area surrounding Leavenworth



Maxar | Aspect Consulting LLC (2021) - based on WRIA Boundaries (Washington Department of Ecology), 8th and 10th digit hydrologic units (HUCs) from the National Watershed Boundary Dataset (WBD). | Brad Scott

Web AppBuilder for ArcGIS

Ordinance 1654 amends Chapter 18.42 to establish the Affordable Housing Incentive Program, with the intent to encourage development of housing units that are affordable to service industry workers and others with low or moderate incomes. To incentivize development, regulations are modified pertaining to density, lot coverage, front yard setbacks, alley access, parking, and design standards.

## **E. Staff Conclusions**

Adoption of the proposed amendments aligns with county planning policies, per the 1997 interlocal planning MOU and RCW 36.70A.100. Land use changes are not in conflict with Chelan County planning policies and proper public notice procedures have been followed. Please refer to Attachment 6 for the full text of each amendment, along with SEPA documentation. Suggested findings of fact and conclusions of law are included below.

## **F. Suggested Findings of Fact**

1. Chelan County and the City of Leavenworth have adopted Comprehensive Plans per the requirements of RCW 36.70A.040 (4) (d), the Growth Management Act.
2. RCW 36.70A.210 requires that the Comprehensive Plan be consistent with the provisions of the adopted County-Wide Planning Policies.
3. Chelan County has made a determination of non-significance issued on October 12, 2022. The DNS relates to all amendments included for adoption.
4. The City of Leavenworth sent notices to Department of Commerce for a 60-day review prior to City Council adoption. The County also sent a notice to the Department of Commerce for a 60-day review prior to Board of County Commissioners adoption.
5. Reviewing agencies and the general public were given an opportunity to comment on the proposed amendments.
6. Chelan County Code, Title 14, provides review criteria for the consideration of adopting amendments to Comprehensive Plans, Maps, and Development Regulations. Chelan County followed the procedures required for amendments.
7. A workshop was held with the Chelan County Planning Commission on September 28, 2022 to review and discuss related amendments.
8. A Public Hearing was held with the Chelan County Planning Commission on October 26, 2022. The Planning Commission recommended approval of this proposal (with the exception of removing reference to 18.42.030 in City of Leavenworth Ordinance #1654).

## **G. Suggested Conclusions of Law**

1. The proposed amendments to the City of Leavenworth UGA zoning code and development regulations address a public need or a land use issue.
2. The proposed amendments are consistent with the City of Leavenworth Urban Area Comprehensive Plan and the County-wide Planning Policies.

3. The proposed amendments are consistent with the goals of the Growth Management Act, Chapter 26.70A RCW.
4. The requirements of RCW 43.21C, the State Environmental Policy Act, and WAC 197-11 have been satisfied.
5. The proposed amendments do not adversely affect lands designated as resource lands of long-term commercial significance or critical areas in ways that cannot be mitigated.
6. The required State agency review with the Department of Commerce (COM) and other State agencies was completed through the review of Leavenworth's adoption process. The County also sent a notice to the Department of Commerce for a 60-day review prior to Board of County Commissioner adoption.
7. Public notice was provided pursuant to Chelan County Code Title 14.
8. The adoption of these amendments is in the best interest of the public and furthers the health, safety, and welfare of the citizens of Chelan County.

## **H. Recommendation**

The Chelan County Planning Commission recommended approval of these Amendments (with the exception of removing reference to 18.42.030 in City of Leavenworth Ordinance #1654) on October 26, 2022. Adoption of the proposed amendments aligns with countywide planning policies, county planning policies, and the 1997 interlocal planning MOU and RCW 36.70A.100. Land use changes are not in conflict with Chelan County planning policies and proper public notice procedures have been followed. Please refer to Attachment 6 for the full text of each amendment, along with SEPA documentation. Suggested findings of fact and conclusions of law are included above in sections F and G.

The Chelan County Board of County Commissioners may make a motion to approve or deny the proposed Comprehensive Plan Amendments, pursuant to Chelan County Code Section 14.10.050. Staff recommends:

- A. Move to **approve** the proposed Leavenworth Urban Growth Area Amendments, given file number ZTA-22-419, based upon the findings of fact and conclusions of law contained within this January 31, 2023 report.

## **I. Attachments**

1. SEPA Determination, signed October 12, 2022
2. Agency and Public Comments (none at time of staff report issuance)
3. 60-day Review Acknowledgment Letter from WA Dept. of Commerce
4. File of Record
5. Planning Commission Recommendation
6. Full text and SEPA documentation for Leavenworth Ordinances

**ORDINANCE NO. 1651**

**AN ORDINANCE OF THE CITY OF LEAVENWORTH, WASHINGTON AMENDING 18.12.010 ADOPTED DISTRICTS ESTABLISHED OFFICIAL ZONING MAP THAT SHALL BE ON FILE IN ACCORDANCE WITH 18.12.050, RETITLING CHAPTER 18.21 FROM RESIDENTIAL LOW DENSITY 12,000 DISTRICT (RL-12) TO RESIDENTIAL 8 (R-8), AMENDING SECTIONS 18.21.010, 18.21.040, 18.21.060, 18.21.070, 18.21.080 AND 18.21.090 CONSISTENT WITH THAT RETITLING, REPEALING CHAPTER 18.23, AND AMENDING LMC 18.25.030 DISTRICT USE CHART BY ADOPTING A NEW USE CHART.**

WHEREAS, the City Council of the City of Leavenworth directed the Planning Commission through the 2021 Amendment Docket to consider the Housing Action Plan recommendations, including “evaluate converting RL-12 [Residential Low Density 12,000 District] zone into RL-10 [Residential Low Density 10,000 District] zone to reduce incentives for urban sprawl”; and,

WHEREAS, the Planning Commission found that the RL-12 designation was associated with areas impacted by critical areas and/or existing development and converting this land to RL-10 would have a small impact; therefore, converting both RL-12 and RL-10 to a new R-8 [Residential 8] could better achieve the identified benefits; and,

WHEREAS, the staff recommended other amendments to the zoning map to correct split zoning and to provide for new Public Recreation for a portion of the Osborn former school; and,

WHEREAS, on October 15, 2021, the City of Leavenworth submitted the amendments to State agencies for review pursuant to RCW 36.70A.106, material ID # 2021-S-3279, with the comment period ending December 14, 2021; and,

WHEREAS, on October 20 and 27, 2021, a “Notice of Public Hearing” with the Planning Commission for the amendments was published in the Leavenworth Echo and posted in three locations in City Hall; and,

WHEREAS, the proposed amendments are SEPA exempt, pursuant to WAC 197-11-800(19); and,

WHEREAS, the City of Leavenworth has followed the requirements of the Leavenworth Municipal Code as it relates to processing of legislative actions; and

WHEREAS, on November 3, 2021, the Planning Commission held a duly advertised public hearing to consider the proposals, receive public comment and make a recommendation to the City Council; and,

WHEREAS, the Planning Commission, after considering public comment, recommended approval of the proposed amendments based on the staff report’s finding of facts and conclusions of law; and,

WHEREAS, on October 26, 2021, 2021, the City Council set a public hearing to consider

the amendments; and,

WHEREAS, on December 14, 2021, the City Council held a public hearing to receive and consider public testimony on the amendments; and,

WHEREAS, on December 14, 2021, the City Council remanded the proposed Residential 8 designation and zoning code items back to the Planning Commission for more public engagement and consideration; and,

WHEREAS, the remanded item was reviewed at the January 5, 2022 Planning Commission regular meeting, at a special staff lead Public Workshop on January 19, 2022, at the February 2, 2022 Planning Commission regular meeting, at a special staff lead Public Workshop on February 16, 2022 and the March 2, 2022 Planning Commission regular meeting; and

WHEREAS, a supplemental staff report was provided to the Planning Commission reflecting additional processes and findings; and,

WHEREAS, on March 2, 2022, the Planning Commission recommended approval of the Residential 8 designation and corresponding zoning map and code amendments; and,

WHEREAS, the City Council makes the following findings:

1. The requirements of RCW 43.21C, the State Environmental Policy Act, and WAC 197-11 have been satisfied.
2. The requirements of the Leavenworth Municipal Code related to the updates and amendments have been satisfied.
3. The Planning Commission recommendation was based on the Staff Report findings of fact and conclusion of law.
4. The amendments are consistent with the purpose and intent of the City's Comprehensive Plan.
5. All public notice and public participation requirements have been met.
6. The amendments have undergone sufficient research and evaluation to determine that they may accomplish the purposes for which they are enacted and are intended to further the public health, safety, and welfare.
7. The amendments are in the best interest of the public and further the health, safety, and welfare of the citizens of the City of Leavenworth.
8. The City Council decision is final unless appealed as provided in Chapter 21.11 LMC, Appeals. The appeal shall meet the requirements of the Growth Management Hearing Board process and procedures.
9. The complete case file, including findings, conclusions and conditions of approval, if any, is available for inspection at City Hall during normal business hours, 700 US Hwy 2, Leavenworth, WA. Contact the Development Services Manager, (509) 548-5275.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LEAVENWORTH, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. **Retitled Chapter and amendments.** Chapter 18.21 LMC currently titled “Residential Low Density 12,000 District RL-12,000” is retitled “Residential 8000 (R-8)” and Sections 18.21.010, 18.21.040, 18.21.060, 18.21.070, 18.21.080 and 18.21.090 are amended consistent with said retitling all as set out in Attachment A.

Section 2. **Repeal.** Those chapters and or sections of Title 18 set out in Attachment B, and in particular those in Chapter 18.23 LMC and bearing strike through are hereby repealed.

Section 3. **District Use Chart.** A new District Use Chart is hereby adopted and Section 18.25.030 is hereby amended to reflect that new District Use Chart as set out in Attachment C.

Section 4. **Official Zoning Map.** A new official zoning map of the City of Leavenworth is hereby adopted in accordance with LMC 18.12.010 and filed under 18.12.050 as set out in and depicted in Attachment D.

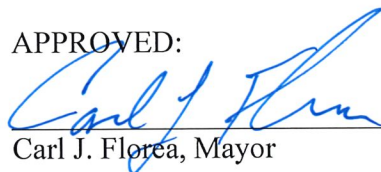
Section 5. This ordinance shall be in effect five (5) days after its passage and publication in accordance with law.

Section 6. If any section or part of this Ordinance, or any attachment is declared unlawful, the balance of the attachment, chapter or section of the Ordinance or of the Attachment shall be unaffected and shall remain in full force and effect.


Passed by the City Council of the City of Leavenworth and approved by the Mayor this 22<sup>nd</sup> day of March, 2022.

CITY OF LEAVENWORTH

APPROVED:

  
Carl J. Florea, Mayor

APPROVED AS TO FORM:

  
Thom Graafstra, City Attorney

ATTEST:

  
Chantell R. Steiner, Finance Director/City Clerk

## ATTACHMENT A

### Chapter 18.21 RESIDENTIAL ~~LOW DENSITY 128,000-DISTRICT~~ (~~RL12~~R-8)

#### 18.21.010 Purpose.

This is a ~~restricted~~-residential district ~~of low density~~ in which the principal use of land is for single-family dwellings, duplexes, and accessory dwellings, together with recreational, religious, and educational facilities required to serve the community. The regulations for this district are designed and intended to establish, maintain and protect the essential characteristics of the district, to develop and sustain a suitable environment for ~~family life where children are members of most families~~residents, and to prohibit almost all activities of a commercial nature and those which would tend to be inharmonious with or injurious to the preservation of a residential environment.

#### ~~18.21.020 Permitted uses.~~

#### ~~18.21.030 Uses requiring a conditional use permit.~~

#### 18.21.040 Yard requirements – Specifications.

Unless city code provides for a deviation:

- A. Front Yard. There shall be a front yard of not less than 25 feet.
- B. Side Yard. There shall be side yards of not less than 10 feet.
- C. Rear Yard. There shall be a rear yard of not less than 15 feet for lots without an alley adjacent to the rear yard, and a rear yard of not less than eight feet for lots with an alley adjacent to the rear yard.
- D. For corner lots, the street side yard shall be a minimum of 15 feet, and at least one rear yard setback shall be provided. For the purposes of this title, street side yard shall be that yard area which is adjacent to a public street right-of-way, but which does not provide the primary access to the residential structure, and/or which does not serve as the street address for the residence.

#### 18.21.060 Lot size.

In a ~~RL12 district~~R-8 district, the lot size shall be as follows:

- A. The minimum lot area shall be 128,000 square feet ~~for a single family dwelling and duplex.~~
- B. The minimum lot width at the front building line for new land divisions shall be 80-60 feet ~~for an interior lot and 90 feet for a corner lot.~~

#### 18.21.070 Building height. In a ~~RL12~~R-8 district, no structure shall exceed a height of 35 feet.

#### 18.21.080 Lot coverage. In a ~~RL12~~R-8 district, buildings and structures shall not occupy more than 35 percent of the lot area.

#### 18.21.090 Off-street parking. Off-street parking shall be provided as required in Chapter 14.12 LMC.

## ATTACHMENT B (Repeal)

### **~~18.23.010 Purpose.~~**

~~This is a restricted residential district of low density in which the principal use of land is for single-family dwellings, together with recreational, religious, and educational facilities required to serve the community. The regulations for this district are designed and intended to establish, maintain and protect the essential characteristics of the district, to develop and sustain a suitable environment for family life where children are members of most families, and to prohibit almost all activities of a commercial nature and those which would tend to be inharmonious with or injurious to the preservation of a residential environment.~~

### **~~18.23.020 Permitted uses.~~**

~~Repealed by Ord. 1627.~~

### **~~18.23.030 Uses requiring a conditional use permit.~~**

~~Repealed by Ord. 1627.~~

### **~~18.23.040 Yard requirements — Specifications.~~**

~~Unless city code provides for a deviation:~~

~~A. Front Yard. There shall be a front yard of not less than 25 feet.~~

~~B. Side Yard. There shall be side yards of not less than eight feet.~~

~~C. Rear Yard. There shall be a rear yard of not less than 15 feet for lots without an alley adjacent to the rear yard, and a rear yard of not less than eight feet for lots with an alley adjacent to the rear yard.~~

~~D. For corner lots, the street side yard shall be a minimum of 15 feet, and at least one rear yard setback shall be provided. For the purposes of this title, street side yard shall be that yard area which is adjacent to a public street right of way, but which does not provide the primary access to the residential structure, and/or which does not serve as the street address for the residence.~~

### **~~18.23.060 Lot size.~~**

~~In a RL10 district, the lot size shall be as follows:~~

~~A. The minimum lot area shall be 10,000 square feet for a single family dwelling and 12,000 square feet for a duplex.~~

~~B. The minimum lot width at the front building line for new land divisions shall be 70 feet for an interior lot and 80 feet for a corner lot.~~

### **~~18.23.070 Building height.~~**

~~In a RL10 district, no structure shall exceed a height of 35 feet.~~

### **~~18.23.080 Lot coverage.~~**

~~In a RL10 district, buildings and structures shall not occupy more than 35 percent of the lot area.~~

### **~~18.23.090 Off street parking.~~**

~~Off street parking shall be provided as required in Chapter 14.12LMC.~~

## Attachment C District Use Chart

Land Uses	RL6	<del>RL10</del> R-8	<del>RL12</del>	MF		CDMUI	GC	CC	TC	LI	REC	RP
Residential (Specified Use Below)			-									
Accessory Dwelling Unit	AU	AU	<del>AU</del>	AU								
Boardinghouse, Lodging House, Rooming House			-	P								
Dwelling, Above Ground Floor			-			P	AU	AU	AU			
Dwelling, Duplex	P	P	<del>P</del>	P		AU						
Dwelling, Multifamily			-	P		P	P	P	P			
Dwelling, Single-Family	P	P	<del>P</del>	P		AU						
Dwelling, Tiny Home	P	P	<del>P</del>	P								
Manufactured Home, Designated	P	P	<del>P</del>	P								
Manufactured Home/Mobile Home			-									
Vacation (Short-Term) Rental			-				P	P	P			
Accessory Structures and Uses			-									
Accessory Structure	AU	AU	<del>AU</del>	AU			AU	AU	AU	AU	AU	AU
Adult Family Home	P	P	<del>P</del>	P		P	P	P	P			
Bed and Breakfast	C	C	<del>C</del>	C								
Child Day Care	AU	AU	<del>AU</del>	AU		P	P	P	P			
Day Care Center	C	C	<del>C</del>	C		C	P	P	P			
Foster Home	P	P	<del>P</del>	P			P	P	P			
Group A Home Occupation	AU	AU	<del>AU</del>	AU								
Group B Home Occupation	AU	AU	<del>AU</del>	AU								

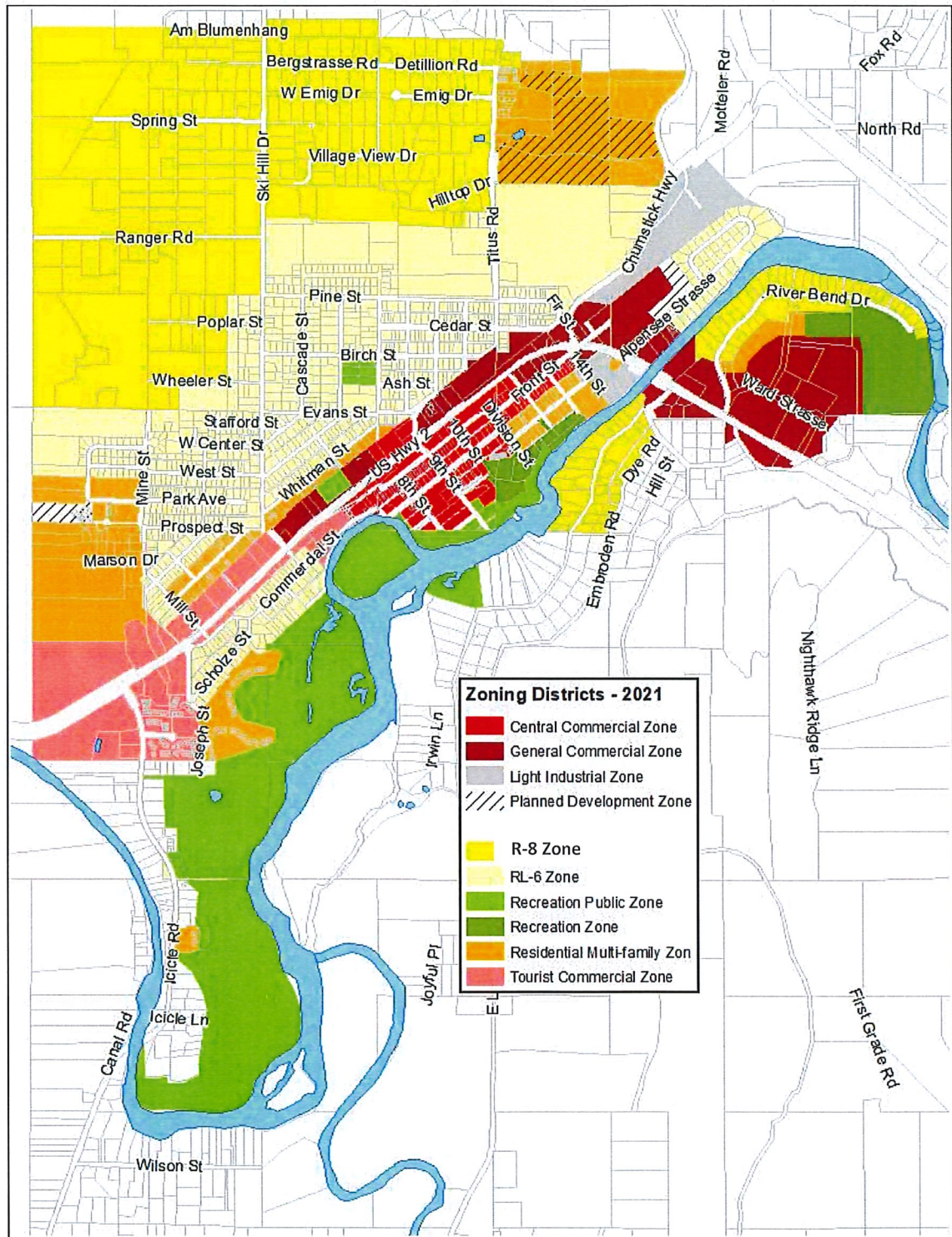
Land Uses	RL6	<del>RL10</del> RL8	<del>RL12</del>	MF		CDMUI	GC	CC	TC	LI	REC	RP
Nursing/Convalescent Home, Congregate Care Facility	C	C	€	C			C					
Stacked Parking	AU	AU	AU	AU			AU	AU	AU			
Swimming Pools	AU	AU	AU	AU			P	P	P		P	P
Youth Home			-	C								
Public/Semi-Public (Specified Use Below)			-									
Bus or Taxicab Stop	C	C	€	C		P	P	P	P	P		
Clinic			-				P	P	P	P		
Community Center	C	C	€				C				C	
Educational Centers	C	C	€			C	P	C	C	C	C	C
Educational Facilities	C	C	€			C						
Golf Courses			-								P	P
Hospital			-				C	C	C		C	
Place of Worship	C	C	€			C						
Preschool	C	C	€			C	C					
Public Facility, High Impact			-			P	P	P	P	P	C	C
Public Facility, Low Impact	C	C	€			P	P	P	P	P	C	C
Public Utility	C	C	€	C		C	C	C	C	P	C	C
Recreation, Outdoor Use	C	C	€	C			C	C	C		P	P
Recreation, Passive	P	P	P	P		P	P	P	P	P	P	P
Recycling Center			-							C		
Wireless Telecommunications Facility	C		-	C		C	C	C	C	P	C	C
Development Options			-									
Commercial District Mixed Use Incentives			-				P	P	P			

Land Uses	RL6	<del>RL10</del> RL8	<del>RL12</del>	MF		CDMUI	GC	CC	TC	LI	REC	RP
Condominiums (with Binding Site Plan)			-	P		P	P	P	P			
Incubator Planned Site Development			-							P		
Manufactured Home Park	C	C	€	P								
Temporary Subdivision Tract Offices	C	C	€									
Tiny Home Park	C	C	€	P								
Commercial/Retail			-									
Adult Entertainment Facilities			-				P	P	P			
Bakery			-			P	P	P	P			
Banks			-			P	P	P	P			
Battery Exchange Stations/Rapid Charging Stations			-			P	P		P	P		
Car Wash			-				P			P		
Club, Lodge or Fraternal Organization			-	C			P	P	P			
Coffee Roasting			-			C	C	C	C	P		
Commercial Amusement Enterprise, High Impact			-									
Commercial Amusement Enterprise, Low Impact			-				C	C	C			
Copy/Printing Establishment			-			C	P	P	P	P		
Eating and Drinking Establishment			-			P	P	P	P			
Exercise Facilities			-			P	P	P	P			
Family Entertainment Enterprise			-				P	P	P			

Land Uses	RL6	<del>RL10</del> R- 8	<del>RL12</del>	MF		CDMUI	GC	CC	TC	LI	REC	RP
Food/Grocery Store			-			P	P	P	P			
Gasoline Service Station			-				C		C	C		
Hostels			-				P	P	P			
Hotel or Motels			-			P	P	P	P			
Indoor Events/Auditoriums			-			P	P	P	P		P	P
Laundry or Dry-Cleaning Establishment			-			P	P	P	P	P		
Micro Brewery, Distillery or Winery			-			C	C	C	C	P		
Brewery			-							P		
Mobile Food Vendor			-								P	P
Parking Structure/Lots			-	AU			P	P	P	AU		
Personal Service			-			P	P	P	P	P		
Pet Care Centers/Kennels			-			C	C	C	C	P		
Professional Offices (Business and Professional)			-			P	P	P	P	P		
Recreational Vehicle Parks/Campground			-				C		C		C	
Retail Stores and Services			-			P	P	P	P			
Vehicle Repair Services			-				P	P		P		
Vehicle Sales or Rental			-				P		P	P		
Veterinarian/Animal Hospital			-			C	C			P		
Industrial (Specified Use Below)			-									
Bulk Fuel Storage			-							C		
Construction Yards			-							P		
Cryptocurrency Mining			-							P		

Land Uses	RL6	<del>RL10</del> 8	<del>RL12</del>	MF		CDMUI	GC	CC	TC	LI	REC	RP
Essential Public Facilities			-							P		
Feed Lots, Livestock, Rendering or Meat Packing Plants			-									
Hazardous Waste Facilities			-									
Heliports and Aviation Activities			-							C		
High Tech Industry, Computer Assembly and Similar Type Uses			-			C				P		
Junk/Wrecking Yards			-									
Landfills			-									
Light Industry			-			C	C	C	C	P		
Storage Facilities, Including Mini- and Self-Storage			-							P		
Truck and Freight Terminals, Warehousing and Storage, Parcel Delivery Service, Packaging and Crating			-							P		
Vehicle Repair, Service Maintenance, Paint, Powder Coating and Body Work			-							P		
Vehicle Towing, Including Secured Storage of Vehicles			-							P		
Warehousing Establishments			-							P		

# Attachment D Official Zoning Map



BEFORE THE GROWTH MANAGEMENT HEARINGS BOARD  
EASTERN REGION  
STATE OF WASHINGTON

CITY OF LEAVENWORTH, a Washington  
municipal corporation,

Petitioner,

v.

CHELAN COUNTY WASHINGTON, a  
Washington municipal corporation,

Respondent.

**CASE No. 23-1-0004**

**FINAL DECISION AND ORDER**

**SYNOPSIS**

*Petitioner City of Leavenworth challenged Chelan County (County) Resolution 2023-23 that amended the County Comprehensive Plan Map designations and adopted all amendments from the City of Leavenworth (City) Development regulations for its Urban Growth Area (UGA) (ATA-22-419) with the exceptions of Resolutions 1650 and 1651, leaving RL 10 and RL 12 zoning designations in the City UGA intact. Petitioner charged that in doing so, the County abandoned interjurisdictional planning, ignored the Countywide Planning Policies (CPPs) and ignored a long standing Memorandum of Understanding (MOU) between the County and cities of the County that was in place since 1997.*

*The question before the Board is whether the MOU controls in this case. The Board determined that the MOU does control in this case and the County's adoption of Resolution 2323-23, which excluded Resolutions 1650 and 1651, failed to meet its commitment under RCW 36.70A.210 to comply with the County Wide Planning Policies and interjurisdictional planning. The Board found in favor of the City, remanding the Resolution in question back to the County until such time as they can come into compliance.*

## I. INTRODUCTION

One of the core requirements of the Growth Management Act (GMA) is that planning for growth be coordinated between communities and jurisdictions to reconcile conflicts.<sup>1</sup> The County in coordination with the cities within its jurisdiction established CPPs as required under GMA<sup>2</sup> and a MOU in 1997 which has controlled the management of UGA's in Chelan County ever since. Section 1 of the MOU reads:

Chelan County will adopt each city's land use regulations, development standards and land use designations for that city's Urban Growth Area.

The City established a "Housing Task Force" in 2016 to address its obligations to plan for housing needs of their community as required in 36.70A.020(4), 070(1) and (2). As part of the process a Housing Needs Assessment was conducted in 2017. A City Council Housing Committee was established in 2018. The City Planning Commission also began work to address the various policies surrounding Housing. The City began to develop a Housing Action Plan (HAP) in 2019 and eventually issued a final HAP.

Through its deliberations and planning process the City initially considered converting RL-12 into RL-10<sup>3</sup>, a new R-8 was eventually adopted in order to provide even great density within the UGA. This, along with a number of other recommendations, was forwarded to the County for consideration.

Ultimately the Board of County Commissioners (BOCC) contrary to County Planning Commission and staff recommendations,<sup>4</sup> adopted all of the City's land use regulations and development standards, except for those related to the new land use designation and rezone contained Ordinances 1650 and 1651.

---

<sup>1</sup> RCW 36.70A.020(11)

<sup>2</sup> RCW 36.70A.210

<sup>3</sup> The RL-12 zone (12,000 square foot minimum lot size) into RL-10 (10,000 sf minimum lot size).

<sup>4</sup> Index 94-105, Chelan Cnty. DCD 2022 Comprehensive Plan Amendment Staff Report, at 12.

See Index 5 (County Planning Commission transmittal to BOCC) at 5-15. (At the recommendation of staff, the Planning Commission did not adopt one Leavenworth code provision in Ordinance 1654 that merely identified other places in the city code that supported affordable housing. That provision is not a development standard and is not at issue in the appeal.).

## II. STANDARD OF REVIEW

Comprehensive plans and development regulations, and amendments to them, are presumed valid upon adoption.<sup>5</sup> This presumption creates a high threshold for challengers as the burden is on the petitioners to demonstrate that any action taken by the County is not in compliance with the Growth Management Act (GMA).<sup>6</sup> The Board is charged with adjudicating GMA compliance and, when necessary, invalidating noncompliant plans and development regulations.<sup>7</sup>

The scope of the Board's review is limited to determining whether a County has achieved compliance with the GMA only with respect to those issues presented in a timely petition for review.<sup>8</sup> The Board is directed to find compliance unless it determines that the challenged action is clearly erroneous in view of the entire record before the Board and in light of the goals and requirements of the GMA.<sup>9</sup>

## III. BOARD JURISDICTION

The Board finds the Petition for Review was timely filed, pursuant to RCW 36.70A.290(2). The Board finds the Petitioner has standing to appear before the Board, pursuant to RCW 36.70A.280(2)(a) and (b) and RCW 36.70A.210(6).

In its Response Brief, Respondent challenges the Board's jurisdiction over Petitioner's claims.<sup>10</sup> Thus, the Board addresses whether it has the authority to determine said claims before reaching the merits of the issues presented in Petitioner's Prehearing Brief. RCW 36.70A.280(1)(a) governs matters subject to Board review. As relevant here, it

<sup>5</sup> RCW 36.70A.320(1).

<sup>6</sup> RCW 36.70A.320(2); *See also Lewis Cnty. v. Hearings Bd.*, 157 Wn.2d 488, 497 (2006); *Dep't of Ecology v. PUD 1*, 121 Wn.2d 179, 201 (1993); *King Cnty. v. CPSGMHB*, 142 Wn.2d 543, 561 (2000).

<sup>7</sup> RCW 36.70A.280, RCW 36.70A.302.

<sup>8</sup> RCW 36.70A.290(1).

<sup>9</sup> RCW 36.70A.320(3). In order to find the County's action clearly erroneous, the Board must be "left with the firm and definite conviction that a mistake has been committed." *Dep't of Ecology v. PUD 1*, 121 Wn.2d 179, 201 (1993).

<sup>10</sup> Resp't Br. at 14-16. The Board notes that Chelan County did not file a motion to dismiss for lack of subject matter jurisdiction by the May 26, 2023, deadline set forth in the Board's Amended Prehearing Order for dispositive motions in this matter. *See* WAC 242-03-555, (Dispositive Motions).

states that the Board “shall hear and determine only those petitions alleging” that “...state agency, county, or city planning under [Ch. 36.70A RCW] is not in compliance...” “...with the requirements of [Ch. 36.70A RCW], [Ch. 90.58 RCW] as it relates to the adoption of shoreline master programs or amendments thereto, or [Ch. 43.21C RCW] as it relates to plans, development regulations, or amendments, adopted under RCW 36.70A.040 or [Ch. 90.58 RCW].”<sup>11</sup>

In other words, the Board’s subject matter jurisdiction encompasses petitions alleging that local government planning under the Growth Management Act (GMA) is not in compliance with: “(1) the requirements of the GMA; (2) the Shoreline Management Act as it relates to shoreline master programs and amendments thereto; or (3) the [State Environmental Policy Act (SEPA)] as it relates to plans, development regulations, or amendments adopted under the GMA or the Shoreline Management Act.”<sup>12</sup>

Respondent argues that the clear language of RCW 36.70A.280(1)(a) bars Petitioner’s appeal because “it is not a challenge of an adopted regulation.”<sup>13</sup>

**The Board disagrees.** While Respondent is correct that the Board has generally held that it lacks authority to review challenges to local government decisions that do not adopt or amend comprehensive plans or development regulations under RCW 36.70A.280(1), exceptions to this rule exist.<sup>14</sup> Specifically, the Board may review a county’s decision not to adopt a comprehensive plan amendment or development regulation “when by such a denial the jurisdiction fails to fulfill an expressed, explicit mandate—either from

<sup>11</sup> RCW 36.70A.280(1)(a). See also WAC 242-03-025(1)(a), (discussing subject matter jurisdiction).

<sup>12</sup> Samuel W. Plauché & Amy L. Kosterlitz, Road Map to the Revolution: A Practical Guide to Procedural Issues Before the Growth Management Hearings Boards, 23 Seattle U. L. Rev. 71, 77 (1999).

<sup>13</sup> Resp’t Br. at 15.

<sup>14</sup> Indeed, Respondent expressly acknowledges the exception, stating that the “not in compliance” language set forth in RCW 36.70A.280(1)(a) “[c]learly...could be used if a county failed to adopt a Comprehensive Plan or necessary elements within the plan.” Resp’t Br. at 15. See also *id.*, (noting that “[t]he Board’s power clearly encompasses review of County inaction in some circumstances.”).

1 the GMA or the [jurisdiction's] own [c]omprehensive [p]lan.”<sup>15</sup> Petitioner’s key contention  
 2 here is that the County violated the interjurisdictional planning requirements of the GMA  
 3 when, contrary to the MOU for UGA planning negotiated in 1997, Resolution 2023-23  
 4 rejected Leavenworth Ordinances 1650 and 1651.<sup>16</sup> Thus, the primary question for the  
 5 Board is whether the County’s refusal to adopt City Ordinances 1650 and 1651 fails to fulfill  
 6 an expressed, explicit mandate set forth in either the GMA or the Chelan County  
 7 Comprehensive Plan.  
 8

9 The Board first turns the threshold element of this question: namely, the source of  
 10 the expressed, explicit mandate which the Petitioner alleges to be violated. Petitioner  
 11 argues that the 1997 <sup>17</sup> As cited to the Board, the plain text of the County’s current  
 12 Comprehensive Plan provides:

13 The remaining unincorporated areas of the County within the urban growth  
 14 area boundaries are covered by the city comprehensive plans. Consistent with  
 15 the County Wide Planning Policies, *and a Memorandum of Understanding with*  
 16 *the cities*, the County has committed to coordinated planning to regulate the  
 17 unincorporated areas of the cities [*sic*] urban growth areas.<sup>18</sup>

18 As shown above, the current Chelan County Comprehensive Plan incorporates and relies  
 19 upon the 1997 MOU to direct planning within the County’s unincorporated UGAs. Further,  
 20 the Record shows that, consistent with the Chelan County Comprehensive Plan, that  
 21 County Planning Staff in fact relied upon the 1997 MOU to recommend that both the  
 22 County Planning Commission and BOCC adopt of Leavenworth Ordinances 1650 and  
 23  
 24  
 25  
 26

27 <sup>15</sup> *Cainion v. City of Bainbridge Island*, GMHB No. 10-3-0013, Order on Mot. To Dismiss (January 7, 2011) at  
 28 2 (citing *Orchard Reach v. City of Fircrest*, CPSGMHB Case 06-3-0019, Order of Dismissal (July 6, 2006) at  
 29 5; *Tacoma v. Pierce Cnty.*, CPSGMHB Case 99-3-0023c, Order of Dismissal (Mar. 10, 2000); *Port of Seattle*  
 30 *v. Des Moines*, CPSGMHB Case 97-3-0014, Final Decision and Order (Aug. 13, 1997)).

31 <sup>16</sup> See Petr’s Prehr’g Br. at 6, (citing RCW 36.70A.210, RCW 36.70A.100, RCW 36.70A.010, and  
 32 RCW 36.70A.020(11)).

<sup>17</sup> Petr’s Prehr’g Br. at 8.

<sup>18</sup> *Id.* at 8, n. 40 (emphasis added) (citing Petr’s Ex. B at 6 (Dec. 2017 Chelan County Comprehensive Plan,  
 Introduction at 3)); Petr’s Reply at 3. Note that Petitioner is using the same Exhibit numbers as used in its  
 Prehearing Brief.

1 1651.<sup>19</sup> Respondent does not dispute that the MOU is part of and relied on by the Chelan  
 2 County Comprehensive Plan.<sup>20</sup> Based on these facts, **the Board finds** that the 1997 MOU  
 3 is a functional component of the Chelan County Comprehensive Plan that directs County  
 4 planning “to regulate the unincorporated areas of the cities’ UGAs.”

5 The next element of the inquiry is whether the 1997 MOU sets forth an expressed,  
 6 explicit mandate that obligates the County to adopt Leavenworth Ordinances 1650 and  
 7 1651. Interjurisdictional planning between county and cities is required under the GMA.  
 8 RCW 36.70A.210 requires counties to develop Countywide Planning Policies (CPPs) in  
 9 cooperation with cities within their jurisdictions to ensure that local comprehensive plans  
 10 are consistent as required by RCW 36.70A.100.<sup>21</sup> A CPP “is a written policy statement or  
 11 statements used solely for establishing a county-wide framework from which county and  
 12 city comprehensive plans are developed and adopted pursuant to [the GMA].”<sup>22</sup> The  
 13 Supreme Court has recognized that, once adopted, CPPs are binding on local  
 14 governments.<sup>23</sup>

15 While the GMA requires multijurisdictional coordination and cooperation between  
 16 cities and counties, it “does not prescribe a particular process for the county/city  
 17 collaboration and consistency that is promoted by the statute.”<sup>24</sup> However, the Board has  
 18 acknowledged that county/city planning agreements (such as MOUs) are a lawful method  
 19 to implement the GMA’s interjurisdictional planning requirements, finding that “County-wide  
 20 planning policies provide only a framework for city/county planning consistency, unless the  
 21  
 22  
 23

24  
 25 <sup>19</sup> Index 6-15 (Oct. 12, 2022, Chelan County Planning Staff Report to Chelan County Planning Commission,  
 26 recommending adoption of Ordinances 1650 and 1651); Index 94-105 (Jan. 31, 2023 Chelan County  
 27 Comprehensive Plan Amendment Planning Staff Report to BOCC, recommending adoption of Ordinances  
 28 1650 and 1651).

29 <sup>20</sup> Pet’r’s Reply at 2.

30 <sup>21</sup> RCW 36.70A.210(1). RCW 36.70A.100 requires that the comprehensive plan of each county or city “shall  
 31 be coordinated with, and consistent with, the comprehensive plans...of other counties or cities with which the  
 32 county or city has, in part, common borders or related regional issues.”

<sup>22</sup> RCW 36.70A.210(1).

<sup>23</sup> *King Cnty. v. Cent. Puget Sound Bd.*, 138 Wn.2d 161, 176, 979 P.2d 374 (1999).

<sup>24</sup> *The Cities of Bothell, Mill Creek, & Lynnwood v. Snohomish Cnty.*, GMHB 07-3-0026c, Final Decision and  
 Order at 29 (Sept. 17, 2007) [hereinafter *The Cities*] (citing RCW 36.70A.210(1)). See also *Spokane Cnty. v.*  
*City of Spokane*, 148 Wn. App. 120, 129, 197 P.3d 1228 (2009) (“The GMA does not require counties and  
 cities to enter into joint planning agreements.”).

1 parties in a particular county agree to a more binding arrangement.”<sup>25</sup> A local government  
2 is required to comply both with GMA-imposed duties and self-imposed duties under the  
3 GMA.<sup>26</sup>

4 The record shows that Chelan County and its cities developed ten CPPs, which  
5 were adopted by the Board of County Commissioners (BOCC) on May 26, 1992.<sup>27</sup> Two  
6 Chelan CPPs address planning for UGAs:  
7

8  
9 · Chelan CPP 2 – “Policies for Promoting Contiguous and Orderly Development  
10 and the Provisions of Urban Governmental Services to Such Development.”<sup>28</sup>

11 · Chelan CPP 6 – “Policies for Joint County and City Planning within Urban  
12 Growth Areas and Policies Providing for Innovative Land Use Management  
13 Techniques that May Include Use of Flexible Zoning Processes (i.e. Planned  
14 Unit Developments, Transfer of Development Rights, Cluster Development  
15 Density Bonus, etc.)”<sup>29</sup>

16 Chelan County and the cities of Leavenworth, Wenatchee, Chelan, Cashmere, and Entiat  
17 signed the MOU on July 8, 1997,<sup>30</sup> which “set forth the agreement between the County and  
18 its cities on adoption and implementation of the unincorporated [UGA] land use regulations  
19 and development standards.”<sup>31</sup> The 1997 MOU itself indicates that local government  
20 implementation of the MOU’s terms “satisfies Policy #2 and Policy #6 of the County Wide  
21 Planning Policies.”<sup>32</sup> Section 1 of the MOU sets forth the following agreement:  
22

23  
24 *Chelan County will adopt each city’s land use regulations, development*  
25 *standards and land use designations for that city’s Urban Growth Area. Where*  
26 *the cities [sic] review procedures for implementing land use regulations and*  
27

28 <sup>25</sup> *The Cities*, GMHB 07-3-0026c at 29.

29 <sup>26</sup> *COPAC-Preston Mill Inc. v. King Cnty.*, GMHB No. 96-3-0013c (FDO, Aug. 21, 1996) (citing *Benaroya v. City of Redmond*, GMHB No. 95-3-0072, (FDO, Mar. 25, 1996), at 22).

30 <sup>27</sup> Pet’r’s Ex. B at 4.

31 <sup>28</sup> Pet’r’s Ex. B at 4-5; Pet’r’s Ex. A at 3-4.

32 <sup>29</sup> Pet’r’s Ex. B at 4-5; Pet’r’s Ex. A at 8-9.

<sup>30</sup> Index 862-64.

<sup>31</sup> Index 862.

<sup>32</sup> *Id.*

development standards within the unincorporated urban growth areas conflict with Chelan County's review procedures, the County's procedures shall control.<sup>33</sup>

**The Board finds** that the above emphasized text—i.e., “*Chelan County will adopt each city's land use regulations...*”—is clear directional language providing a mandatory obligation that provides a basis for Board review. Chelan County was not required to negotiate or enter into the MOU, but chose to do so, thus creating a self-imposed duty within its Comprehensive Plan to comply with the MOU's terms. The MOU is a lawful way to implement CPPs #2 and #6. The MOU is a “more binding arrangement,” and by joint agreement, constrains the exercise of the County's planning power for unincorporated UGAs.

Respondent cites a string of previous Board cases holding that local government decisions “*not to adopt* development regulations are not within the jurisdiction of the GMHB,” but primarily relies upon a passage from the Board's determination in *Cole v. Pierce County* in support of this contention.<sup>34</sup> The paragraph Respondent attributes to *Cole* is actually found within the Board's order in *Chimacum Heights LLC v. Jefferson Cnty.*, and states:

Denial of a proposed amendment to a Comprehensive Plan does not amount to an amendment of the Comprehensive Plan. RCW 20 36.70A.280 grants the boards' jurisdiction to hear and determine only those petitions alleging a jurisdiction is not in compliance with the GMA as it relates to the *adoption* of plans, development regulations or amendments of same. If a County, in exercising its GMA permitted discretion, does not take action to amend its Comprehensive Plan, the Growth Management Hearing Boards cannot over-ride a County decision and amend a Comprehensive Plan. Unless required by the GMA, it is in the County's discretion to decide to amend its comprehensive plan.<sup>35</sup>

<sup>33</sup> *Id.* (emphasis added); Pet'r's Prehr'g Br. at 8 (Petitioner notes that “no such conflicting process is at issue here”).

<sup>34</sup> Resp't Br. at 15, (citing *Stafne v. Snohomish Cnty.*, 174 Wn.2d 24, 32, 271 P.3d 868 (2012); *SR 9/US 2 LLC v. Snohomish Cnty.*, No. 08-3-0004, (Apr. 9, 2009) at 4; *Chimacum Heights LLC v. Jefferson Cnty.*, No. 09-2-0007, at 3 (May 20, 2009); *Cole v. Pierce Cnty.*, No. 96-3-0009c, (July 31, 1996) at 9-10).

<sup>35</sup> *Chimacum Heights LLC v. Jefferson Cnty.*, GMHB Case. No. 09-2-0007, Order on Dispositive Mot. (May 20, 2009) at 3-4..

1  
2 The Board's holdings in *Cole, Chimacum Heights LLC*, as well as the other cases  
3 cited by Respondent in fact contradict the assertion that the Board has concluded that it  
4 lacks "jurisdiction" to consider denials of comprehensive plan amendments. As the Board  
5 stated in *Cole*, a petitioner may have a claim that could properly be brought before the  
6 Board when a jurisdiction fails to meet a duty imposed by a provision of the GMA or takes  
7 action [including inaction] under RCW 36.70A.130.<sup>36</sup> As the Board held in *Chimacum*  
8 *Heights* excerpt quoted by Respondent, "[u]nless required by the GMA, it is in the County's  
9 discretion to decide to amend its comprehensive plan."<sup>37</sup>

11 Contrary to Respondent's assertion, Petitioner is not merely arguing "that the GMA  
12 compels the County to adopt their preferred policy through the MOU" or that the "County  
13 should not have rejected their proposal."<sup>38</sup> Rather, Petitioner makes a *prima facie* case that  
14 by refusing to adopt Leavenworth Ordinances 1650 and 1651, the County is failing to fulfill  
15 an explicit duty set forth within a functional component of the Chelan County  
16 Comprehensive Plan (i.e., the 1997 MOU). A determination of whether the County has  
17 complied with this express, self-imposed duty falls squarely within the Board's jurisdiction  
18 under the GMA.

20 Respondent's several arguments that the MOU "does not bind the County" are also  
21 unpersuasive.<sup>39</sup> The Board could find nothing in the Record to suggest that the 1997 MOU  
22 was only binding upon the County to "adopt the regulations of Leavenworth in the UGA,  
23 upon their first adoption."<sup>40</sup> Contrary to Respondent's unsupported assertion, Section 1 of  
24 the 1997 MOU unequivocally states that the County will adopt every future development  
25  
26  
27

28  
29 <sup>36</sup> *Cole v. Pierce Cnty.*, GMHB Case No. 96-3-0009c, Final Decision & Order (July 31, 1996) at 11. See also  
30 *Concrete Nor'west v. Whatcom Cnty.*, GMHB No. 12-2-0007, Order on Mot. to Dismiss (June 25, 2012) at 4  
(citing *Cole*, GMHB Case No. 96-3-0009c at 11).

31 <sup>37</sup> *Chimacum Heights LLC v. Jefferson Cnty.*, GMHB Case. No. 09-2-0007, Order on Dispositive Mot.  
(May 20, 2009) at 4 (emphasis added).

32 <sup>38</sup> Resp't Br. at 16.

<sup>39</sup> Resp't Br. at 8.

<sup>40</sup> *Id.*

1 regulation in the UGAs proposed by the cities.<sup>41</sup> The Record further shows that the County  
2 understood this provision as an unequivocal obligation.<sup>42</sup>

3 For the above reasons, the Board finds it has jurisdiction over the subject matter of  
4 the petition pursuant to RCW 36.70A.280(1)  
5

6 **The Board finds and concludes:**

- 7
- 8 • The MOU is incorporated in the County's Comprehensive Plan and in the first  
9 "Whereas" of Ordinance No. 2023-23.<sup>43</sup>
  - 10 • The MOU states "implementation of this MOU satisfies Policy #2 and #6 of  
11 the County Wide Planning Policies."<sup>44</sup> Nothing in the record shows the  
12 County attempted to amend or rescind the MOU since its inception, and the  
13 County attorney confirmed this in questioning during the Hearing on the  
14 Merits.
  - 15 • The County as a party to the MOU has created a self-imposed duty.<sup>45</sup>
  - 16 • The Board has jurisdiction of the subject matter of this Petition.  
17

18 **IV. ABANDONED ISSUES**  
19

20 In its Prehearing Brief, the City of Leavenworth stated that it "is not pursuing Legal  
21 Issue 4 (public participation) and the Board may consider it abandoned."<sup>46</sup> Accordingly, the  
22 Board deems Petitioner's Issue 4 abandoned.  
23  
24  
25  
26  
27

28 

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<sup>41</sup> Cite Planning Staff Report, since it recognizes this point.

29 <sup>42</sup> Pet'r's Reply Br. at 3, (citing Index 5-6, 8, and 14). The Record also shows that the proceedings leading to  
30 the adoption of Resolution 2023-23, the County In recommending adoption of Leavenworth Ordinances 1650  
31 and 1651, the October 2022 and Chelan County Planning Staff

32 <sup>43</sup> Ex. B (Chelan County Comprehensive Plan) Introduction at 3.; Index 1-4 at 1.

<sup>44</sup> Section 1. MOU, pg 1 of Index 862-864

<sup>45</sup> *Id.*

<sup>46</sup> Pet'r Prehr'g Br. at 6, n. 28.

## V. ANALYSIS AND DISCUSSION

### A. Interjurisdictional Planning Requirements

**Issue 1:** Did the County violate the interjurisdictional planning requirements of RCW 36.70A.210, RCW 36.70A.100, RCW 36.70A.010, and RCW 36.70A.020(11) when, contrary to a negotiated memorandum of understanding for UGA planning, it rejected the City's multi-year planning and public-engagement effort designed to increase housing opportunities in the City and UGA?<sup>47</sup>

As stated above under the discussion of Board Jurisdiction, the County had a self-imposed obligation under Section 1 of the 1997 MOU to adopt the City's land use regulations, development standards and land use designations for Leavenworth's unincorporated UGA. The Record shows that Resolution 2023-23 did not adopt Leavenworth Ordinances 1650 and 1651, rejecting the City's new RL 8 designation and leaving the RL 10 and RL 12 zoning designations in the Leavenworth UGA intact.<sup>48</sup> The Board now turns to the question of whether a failure to comply with self-imposed duty (i.e., agreement under Section 1 of the 1997 MOU) results in noncompliance with the coordination and consistency requirements of the GMA.

The GMA states that "[i]t is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning."<sup>49</sup> Coordination between communities is a fundamental principle and goal of the GMA.<sup>50</sup> As discussed above, comprehensive plans must be coordinated between Counties and their Cities within their jurisdiction.<sup>51</sup> CPPs, as required by RCW 36.70A.210, set a general framework for coordinated land use and population planning between the county, its cities, and others to ensure respective comprehensive plans are consistent with each other.<sup>52</sup> Although not required by the GMA, joint planning

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<sup>47</sup> Prehr's Order at 2.

<sup>48</sup> Index 3.

<sup>49</sup> RCW 36.70A.010

<sup>50</sup> RCW 36.70A.020(11)

<sup>51</sup> RCW 36.70A.100

<sup>52</sup> *The Cities* at 29 (Sept. 17, 2007)

1 agreements such as the 1997 MOU are a lawful method to implement CPPs.<sup>53</sup>

2 In 1997 the County freely entered into the MOU.<sup>54</sup> It has not subsequently been  
3 amended or annulled, a point that Respondent does not dispute.<sup>55</sup> The MOU states, in part:

4  
5 Section 1: Chelan County will adopt each city's land use regulations,  
6 development standards and land use designations for that city's Urban Growth  
7 Area.

8 The County's assertion is stated clearly above in "Section I, Board Jurisdiction" of  
9 this decision. Their firm assertion is that the interjurisdictional planning requirements of the  
10 GMA,<sup>56</sup> do not require the adoption of every suggested amendment to the Comprehensive  
11 Plan submitted by the City for their UGAs.<sup>57</sup> They also deny any self-imposed duty as a  
12 party to the MOU. The Board disagrees.

13  
14 The Supreme Court's discussion in *King County* provides helpful context for how the  
15 Board should review comprehensive plan provisions that are dictated by CPPs.<sup>58</sup> The  
16 Court addressed whether a CPPs directive requiring a county to include a certain area  
17 within a UGA was binding under the GMA.<sup>59</sup> While recognizing that CPPs are binding once  
18 adopted, the Court also found that "[t]here is no statutory language immunizing provisions  
19 of the comprehensive plan from review on the grounds that those provisions are mandated  
20 by the CPPs."<sup>60</sup> Thus, when a petitioner challenges comprehensive plan provisions that  
21 arise from CPPs mandating joint county/city planning for UGAs, the Board must review the  
22 challenged provisions to determine compliance with the GMA. A provision "that blatantly  
23 violates GMA requirements should not stand simply because CPPs mandated its  
24 adoption."<sup>61</sup> Note that Chelan County did not argue that the MOU was forcing it to adopt a

25  
26  
27 <sup>53</sup> *Id.*

28 <sup>54</sup> Index 862-864.

29 <sup>55</sup> Pet'r's Reply Br. at 3.

30 <sup>56</sup> RCW 36.70A.210, RCW 36.70A.100, RCW 36.70A.010, and RCW 36.70A.020(11).

31 <sup>57</sup> Respondent Brief at 4.

32 <sup>58</sup> *King Cnty.*, 138 Wn.2d 161 at 175(County Planning Policies & County Wide Planning Policies are the same under GMA).

<sup>59</sup> *See id.* at 174.

<sup>60</sup> *Id.* at 176-77.

<sup>61</sup> *Id.* at 177.

land use regulation that blatantly violated the GMA. No argument presented to the Board that the City of Leavenworth's RL8 zone is non-compliant with the GMA.

The Board finds and concludes that the Petitioner has carried the burden of proof to show that Resolution 2023-23 failed to be guided by and substantively comply with the coordination goal set forth in RCW 36.70A.020(11). The Board finds and concludes that Resolution 2023-23 does not comply with the interjurisdictional coordination and consistency provisions set forth in RCW 36.70A.210 and RCW 36.70A.100. The Board will remand Resolution 2023-23 to the County with direction to take legislative action consistent with the 1997 MOU to bring it into compliance with the goals and requirements of the GMA.

#### **B. Other Issues**

**Issue 2:** Did the County violate the requirements of RCW 36.70A.110 when it rejected the City's proposed amendments that increased densities in the UGA necessary to accommodate the urban growth anticipated for the City?

**Issue 3:** Did the County violate the consistency requirements of RCW 36.70A.040(3) and RCW 36.70A.070 (preamble, and subsections (1), (2), and (3)), when it rejected the City's proposed amendments, contrary to the County's Comprehensive Plan goals and policies for land uses and UGAs (Goal LU 1 and policy LU 1.5, and Goal LU 5 and Policies LU 5.1 through LU 5.11), diversity of housing (Goal H 1 and Policy H 1.1, and Goal H 2 and Policies H 2.1 through H 2.4), and capital facilities (Goal CF 1 and Policies CF 1.2, 1.4, 1.5, and 1.9; and Goal CF 2 and Policies CF 2.2 and 2.3)?

**Issue 5:** Did the County violate the requirements of RCW 36.70A.120 when it failed to conduct its planning activities in conformity with its comprehensive plan when it rejected the City's proposed amendments, and when it failed to follow its public participation requirements with respect to the proposed amendments?

**The Board has determined** that the County has violated the interjurisdictional planning and coordination requirements of the GMA and remands Resolution 2023-23 to the County for further proceedings in compliance with the 1997 MOU and the aforementioned GMA provisions. Compliance with the 1997 MOU and the GMA's interjurisdictional planning requirements obligates the County to (A) address the UGA

planning criteria set forth in RCW 36.70A.110; (B) ensure internal consistency as per RCW 36.70A.040(3) and RCW 36.70A.070(1)-(3); and (C) conduct planning activities in accordance with RCW 36.70A.120 (including providing further public participation opportunities consistent with the Chelan County Comprehensive Plan). As such, the Board need not and **does not reach** the Petitioner's arguments regarding whether the County's failure to adopt Ordinances 1650 and 1651 results in a failure to comply with RCW 36.70A.110 (Issue 2), internal inconsistencies in violation of RCW 36.70A.040 and RCW 36.70A.070 (Issue 3), and failure to conduct planning activities or provide public participation opportunities contrary to RCW 36.70A.120 (Issue 5). The issue of the County's failure to comply with the interjurisdictional coordination requirements of the GMA disposes of the case.

## VI. ORDER

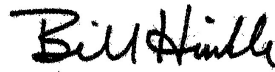
Based upon review of the Petition for Review, the briefs and exhibits submitted by the parties, the GMA, prior Board orders and case law, having considered the arguments of the parties, and having deliberated on the matter, the Board finds that Petitioner has met its burden of proof demonstrating that the County's Ordinance 2023-23 failed to comply with the GMA, and remands the Resolution to the County to take such action as is necessary to come into compliance with the GMA.

The Board establishes the following schedule for the County to come into compliance with the GMA:

Item	Date Due
Compliance Due	April 1, 2024
Compliance Report/Statement of Actions Taken to Comply and Index to Compliance Record	April 15, 2024
Objections to a Finding of Compliance	April 29, 2024
Response to Objections	May 9, 2024
<b>Compliance Hearing by Zoom</b> <b>Meeting ID: 817 7704 8302</b> <b>Passcode: 513869</b>	<b>May 16, 2024</b> <b>10:00 am</b>

Length of Briefs – A brief of 15 pages or longer shall have a table of exhibits and a table of authorities. WAC 242-03-590(3) states: “Clarity and brevity are expected to assist the board in meeting its statutorily imposed time limits. A presiding officer may limit the length of a brief and impose format restrictions.” **Compliance Report/Statement of Actions Taken to Comply shall be limited to 25 pages, 35 pages for Objections to Finding of Compliance, and 10 pages for the Response to Objections.**

SO ORDERED this 3rd day of October, 2023.



Bill Hinkle, Presiding Officer



James J. McNamara, Board Member



Rick Eichstaedt, Board Member

**Note: This is a final decision and order of the Growth Management Hearings Board issued pursuant to RCW 36.70A.300.<sup>62</sup>**

<sup>62</sup> Should you choose to do so, a motion for reconsideration must be filed with the Board and served on all parties within ten days of mailing of the final order. WAC 242-03-830(1), -840. A party aggrieved by a final decision of the Board may appeal the decision to Superior Court within thirty days as provided in RCW 34.05.514; RCW 36.01.050. See also RCW 36.70A.300(5); WAC 242-03-970. It is incumbent upon the parties to review all applicable statutes and rules. The staff of the Growth Management Hearings Board is not authorized to provide legal advice.

**Appendix A: Procedural matters**

On April 6, 2023, City of Leavenworth (Petitioner) filed a petition for review. The petition was assigned case no. 23-1-0004.

A prehearing conference was held telephonically on April 28, 2023. Petitioner appeared through its counsel Andy Lane. Respondent Chelan County appeared through its attorney Marcus Foster.

On July 13, 2023, the City of Wenatchee filed a Motion to Request Amicus Status. The Motion was granted and the Board accepted City of Wenatchee's Amicus brief on July 18, 2023.

The Briefs and exhibits of the parties were timely filed and are referenced in this order as follows:

- Petitioner City of Leavenworth's Prehearing Brief, July 13, 2023 (Petitioner's Brief)
- Brief of Respondent, July 28, 2023 (Response Brief)
- Petitioner City of Leavenworth's Reply Brief, August 7, 2023 (Reply Brief)

Hearing on the Merits

The Hearing on the Merits convened August 16, 2023. The hearing afforded each party the opportunity to emphasize the most important facts and arguments relevant to its case. Board members asked questions seeking to thoroughly understand the history of the proceedings, the important facts in the case, and the legal arguments of the parties.

## Appendix B: Legal Issues

Per the Prehearing Order, legal issues in this case were as follows:

1. Did the County violate the interjurisdictional planning requirements of RCW 36.70A.210, RCW 36.70A.100, RCW 36.70A.010, and RCW 36.70A.020(11) when, contrary to a negotiated memorandum of understanding for UGA planning, it rejected the City's multi-year planning and public-engagement effort designed to increase housing opportunities in the City and UGA?

2. Did the County violate the requirements of RCW 36.70A.110 when it rejected the City's proposed amendments that increased densities in the UGA necessary to accommodate the urban growth anticipated for the City?

3. Did the County violate the consistency requirements of RCW 36.70A.040(3) and RCW 36.70A.070 (preamble, and subsections (1), (2), and (3)), when it rejected the City's proposed amendments, contrary to the County's Comprehensive Plan goals and policies for land uses and UGAs (Goal LU 1 and policy LU 1.5, and Goal LU 5 and Policies LU 5.1 through LU 5.11), diversity of housing (Goal H 1 and Policy H 1.1, and Goal H 2 and Policies H 2.1 through H 2.4), and capital facilities (Goal CF 1 and Policies CF 1.2, 1.4, 1.5, and 1.9; and Goal CF 2 and Policies CF 2.2 and 2.3)?

4. Did the County violate the public participation requirements of RCW 36.70A.020(11) and RCW 36.70A.140 when it informed the public that it was continuing a public hearing on the City's proposed amendments, but abruptly announced at the continued hearing that no public testimony would be accepted?

5. Did the County violate the requirements of RCW 36.70A.120 when it failed to conduct its planning activities in conformity with its comprehensive plan when it rejected the City's proposed amendments, and when it failed to follow its public participation requirements with respect to the proposed amendments?